



AGENDA

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

Matt Russell, Mayor
Eric Gerke, Ward I
Garry Wilson, Ward II
Christopher Updike, Ward III
Jennifer Mitchell, Ward IV

Eric Franklin, Ward I
Gerry Pool, Ward II
Brandon Self, Ward III
Clint Gerlek, Ward IV

Call Meeting to Order

Opening Prayer

Pledge of Allegiance

Citizen Participation

Consent Agenda

- [1.](#) Approve February 21, 2023 City Council Minutes.
- [2.](#) Approve Vendor List.
- [3.](#) 23-R-12 A Resolution of the City Council Awarding The Bid for Water Tower Sand Blasting and Painting for 2023 to Hogan's Inc.
- [4.](#) 23-R-13 A Resolution of the City Council Authorizing the Purchase and Safety Equipment Outfitting of Three (3) New Police Department Vehicles.

Board, Commission, and Committee Schedule

Planning & Zoning Meeting	March 13, 2023
City Council Meeting	March 21, 2023
City Council Meeting	April 4, 2023
Board of Adjustment Meeting	April 6, 2023

Old Business and Tabled Items

- [5.](#) 23-03 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri, Title IV "Government Code", Chapter 405 "Zoning Regulations", Article 405-I "In General" and Article 405-III "Zoning Districts – Use And Regulations", Section 405.020 "Definitions", Section 405.150 "C-1 Local Commercial District Regulations", Section 405.165 "C-3 General Commercial District", Section 405.170 "M-1 Light Industrial District Regulations", And Section 405.180 "M-2 Heavy Industrial District Regulations."
- [6.](#) 23-04 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri by Amending Title VI "Business And Occupation", Chapter 635 "Medical Marijuana Facilities", Sections 635.010 "Definitions", 635.020 "Compliance With Law", 635.030 "Licensing", 635.040 "Distance Requirements From Schools", 635.050 "Distance Requirements From Churches", 635.060 "Distance Requirements From Daycares", 635.070 "Measurements", 635.080 "Hours Of Operation", and 635.090 "Medical Marijuana Facility Requirements."
- [7.](#) 23-05 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri, Title II "Public Health, Safety And Welfare", Article 215-XI "Offenses Concerning Drugs and Alcohol", Chapter 215 "Offenses", by Amending Section 215.1800 "Possession Or Control Of A Controlled Substance", by Repealing Section 215.1801 "Failure To Produce Medical Marijuana Identification" and Section 215.1804 "Medical Marijuana Cultivation", and by Adding New Section 215.1805 "Marijuana Cultivation."

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.**

- [8.](#) 23-06 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri by Amending Title V “Building And Construction”, Chapter 520 “Fences And Walls”, Section 520.020 “Applicability”, Section 520.030 “Definitions”, and Section 520.040 “Fences And Walls.”
- [9.](#) 23-07 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri by Amending Title IV, Government Code, Chapter 405 “Zoning Regulations”, Article 405-I “In General” and Article 405-VII “Additional District Provisions”, Section 405.020 “Definitions” and Section 405.640 “Accessory Structures”, and by Adding New Section 405.643 “Decks” and New Section 405.648 “Accessory Dwelling Units.”
- [10.](#) 23-08 An Ordinance of the City Council Vacating Approximately 10,550 Square Feet of Right-of-Way Along North Turner Avenue.
- [11.](#) 23-09 An Ordinance of the City Council Approving Execution of a Developer Agreement with Republic R-III School District for the Construction of a Queuing Road for the Republic Schools Located at North Main Street And West State Highway 174.
- [12.](#) 23-10 An Ordinance of the City Council Authorizing the Issuance, Sale and Delivery of Special Obligation Bonds, Series 2023, of the City of Republic, Missouri; Approving Certain Documents and Authorizing Certain Other Actions in Connection Therewith.

New Business (First Reading of Ordinances)

- [13.](#) 23-11 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri by Amending Title II Public Health, Safety And Welfare, Chapter 212 “Special Events” Sections 212.001 “Permit Required”, 212.003 “Definitions”, 212.005 “Submission Of Special Events Application”, 212.007 “Plan Review Meeting Notification To Applicant”, and 212.009 “Terms And Conditions.”

Other Business (Resolutions)

- [14.](#) 23-R-14 A Resolution of the City Council Authorizing the Final Expenditure of an Emergency Repair of Well #6.
- [15.](#) 23-R-15 A Resolution of The City Council Authorizing the BUILDS Department to Purchase A Crack Sealing Machine for Roadway Repair.
- [16.](#) 23-R-16 A Resolution of The City Council Authorizing the BUILDS Department to Purchase Two Pumps to Replace Pumps #2 and #3 for Shuyler Creek Lift Station.
- [17.](#) 23-R-17 A Resolution of the City Council Approving Revel Advertising as an On-Call Consultant for Marketing Services.
- [18.](#) 23-R-18 A Resolution of the City Council Appointing Authorized Signers for the General Operating Account and Bond Proceeds Account with Arvest Bank.
- [19.](#) 23-R-19 A Resolution of the City Council Authorizing Execution of an Agreement with The University Of Missouri Extension for Assistance with Increasing Community Engagement in Republic.

Reports from Staff

Adjournment



Matt Russell, Mayor
Eric Gerke, Ward I
Garry Wilson, Ward II
Christopher Updike, Ward III
Jennifer Mitchell, Ward IV

Eric Franklin, Ward I
Gerry Pool, Ward II
Brandon Self, Ward III
Clint Gerlek, Ward IV

MINUTES
City Council Meeting
Municipal Court Building, 540 Civic Blvd
February 21, 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 Pro Tem Eric Franklin at 6:00 p.m. Council Members present included Eric Franklin, Garry Wilson, Eric Gerke, Chris Updike, Brandon Self, Jennifer Mitchell, Clint Gerlek, and Gerry Pool. Others in attendance were: Deputy City Administrator Andrew Nelson, City Attorney Megan McCullough, BUILDS Administrator Karen Haynes, Principal Planner Chris Tabor, Police Major Jamie Burks, Assistant Parks and Recreation Director Jennafer Mayfield, Athletics Administrator Garrett Cline, Assistant BUILDS Administrator Garrett Brickner, Fire Chief Duane Compton, Chief of Staff Lisa Addington, Assistant City Administrator/Parks and Recreation Director Jared Keeling, City Clerk Laura Burbridge, Associate Planner Patrick Ruiz, and IT Director Chris Crosby.

Opening Prayer

Opening prayer was led by Mayor Pro Tem Eric Franklin.

Pledge of Allegiance

The Pledge of Allegiance was led by Mayor Pro Tem Eric Franklin.

Citizen Participation

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

Consent Agenda

Motion was made by Council Member Pool and seconded by Council Member Mitchell to approve the consent agenda. The vote was 8 Aye-Franklin, Gerke, Mitchell, Pool, Self, Updike, Gerlek, and Wilson. 0 Nay. Motion Carried.

1. Approve February 7, 2023 City Council Minutes.
2. Approve Utility Billing Adjustments.
3. As per RSMo. 109.230(4), City records that are on file in the City Clerk's office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's office.
4. 23-R-09 A Resolution of the City Council Authorizing the Police Department to Apply for Two (2) Reimbursable 2023-2024 Missouri Highway Safety Program for Traffic Safety Grants.

Board, Commission, and Committee Schedule

Board of Adjustment Meeting	March 2, 2023-Cancelled
City Council Meeting	March 7, 2023
Planning & Zoning Meeting	March 13, 2023
City Council Meeting	March 21, 2023

Old Business and Tabled Items

5. 23-01 An Ordinance of the City Council Approving the Final Plat of the Westbury Gardens Phase Two Subdivision. - Tabled from February 7, 2023

Motion was made by Council Member Pool and seconded by Council Member Updike to have the second reading of Bill 23-01 by title only. The vote was 8 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor provided an update to Council. Council Member Mitchell motioned for the passage of Bill 23-01. Council Member Updike seconded. A roll call vote was taken digitally. The vote was 7 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Updike, and Wilson. 0 Nay. 1 Abstain-Self. Motion Carried.

New Business (First Reading of Ordinances)

6. 23-03 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri, Title IV "Government Code", Chapter 405 "Zoning Regulations", Article 405-I "In General" and Article 405-III "Zoning Districts – Use And Regulations", Section 405.020 "Definitions", Section 405.150 "C-1 Local Commercial District Regulations", Section 405.165 "C-3 General Commercial District", Section 405.170 "M-1 Light Industrial District Regulations", And Section 405.180 "M-2 Heavy Industrial District Regulations."

Motion was made by Council Member Pool and seconded by Council Member Updike to have the first reading of Bill 23-03 by title only. The vote was 8 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor provided an overview of the bill. Mayor Pro Tem Franklin reminded Council that this is a first read and to get with staff prior to the next meeting with any questions.

7. 23-04 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri by Amending Title VI "Business And Occupation", Chapter 635 "Medical Marijuana Facilities", Sections 635.010 "Definitions", 635.020 "Compliance With Law", 635.030 "Licensing", 635.040 "Distance Requirements From Schools", 635.050 "Distance Requirements From Churches", 635.060 "Distance Requirements From Daycares", 635.070 "Measurements", 635.080 "Hours Of Operation", and 635.090 "Medical Marijuana Facility Requirements."

Motion was made by Council Member Pool and seconded by Council Member Updike to have the first reading of Bill 23-04 by title only. The vote was 8 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor provided an overview of the bill. Mayor Pro Tem Franklin reminded Council that this is a first read and to get with staff prior to the next meeting with any questions.

8. 23-05 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri, Title II "Public Health, Safety And Welfare", Article 215-XI "Offenses Concerning Drugs and Alcohol", Chapter 215 "Offenses", by Amending Section 215.1800 "Possession Or Control Of A Controlled Substance", by Repealing Section 215.1801 "Failure To Produce Medical Marijuana Identification" and Section 215.1804 "Medical Marijuana Cultivation", and by Adding New Section 215.1805 "Marijuana Cultivation."

Motion was made by Council Member Updike and seconded by Council Member Mitchell to have the first reading of Bill 23-05 by title only. The vote was 8 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried. Megan McCullough provided an overview of the bill. Mayor Pro Tem Franklin reminded Council that this is a first read and to get with staff prior to the next meeting with any questions.

9. 23-06 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri by Amending Title V "Building And Construction", Chapter 520 "Fences And Walls",

Section 520.020 “Applicability”, Section 520.030 “Definitions”, and Section 520.040 “Fences And Walls.”

Motion was made by Council Member Pool and seconded by Council Member Self to have the first reading of Bill 23-06 by title only. The vote was 8 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried. Patrick Ruiz provided an overview of the bill. Mayor Pro Tem Franklin reminded Council that this is a first read and to get with staff prior to the next meeting with any questions.

10.23-07 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri by Amending Title IV, Government Code, Chapter 405 “Zoning Regulations”, Article 405-I “In General” and Article 405-VII “Additional District Provisions”, Section 405.020 “Definitions” and Section 405.640 “Accessory Structures”, and by Adding New Section 405.643 “Decks” and New Section 405.648 “Accessory Dwelling Units.”

Motion was made by Council Member Updike and seconded by Council Member Wilson to have the first reading of Bill 23-07 by title only. The vote was 8 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried. Patrick Ruiz provided an overview of the bill. Mayor Pro Tem Franklin reminded Council that this is a first read and to get with staff prior to the next meeting with any questions.

11.23-08 An Ordinance of the City Council Vacating Approximately 10,550 Square Feet of Right-of-Way Along North Turner Avenue.

Motion was made by Council Member Pool and seconded by Council Member Mitchell to have the first reading of Bill 23-08 by title only. The vote was 8 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor provided an overview of the bill. Mayor Pro Tem Franklin reminded Council that this is a first read and to get with staff prior to the next meeting with any questions.

12.23-09 An Ordinance of the City Council Approving Execution of a Developer Agreement with Republic R-III School District for the Construction of a Queuing Road for the Republic Schools Located at North Main Street And West State Highway 174.

Motion was made by Council Member Mitchell and seconded by Council Member Updike to have the first reading of Bill 23-09 by title only. The vote was 8 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill. Mayor Pro Tem Franklin reminded Council that this is a first read and to get with staff prior to the next meeting with any questions.

13.23-10 An Ordinance of the City Council Authorizing the Issuance, Sale and Delivery of Special Obligation Bonds, Series 2023, of the City of Republic, Missouri; Approving Certain Documents and Authorizing Certain Other Actions in Connection Therewith.

Motion was made by Council Member Pool and seconded by Council Member Mitchell to have the first reading of Bill 23-10 by title only. The vote was 8 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried. Jared Keeling provided an overview of the bill. Mayor Pro Tem Franklin reminded Council that this is a first read and to get with staff prior to the next meeting with any questions.

Other Business (Resolutions)

14. **23-R-10 A Resolution of The City Council Authorizing the BUILDS Department to Purchase a Fifth Pump for Shuyler Creek Lift Station.**

Motion was made by Council Member Wilson and seconded by Council Member Pool to approve Resolution 23-R-10. Garrett Brickner provided an overview of the Resolution. The vote was 8 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

15. **23-R-11 A Resolution of The City Council Authorizing the BUILDS Department to Purchase Easements to Facilitate Construction of Wastewater Capital Projects.**

Motion was made by Council Member Pool and seconded by Council Member Updike to approve Resolution 23-R-11. Andrew Nelson provided an overview of the Resolution. The vote was 8 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

Finance Report

Jared Keeling presented the Finance Report.

Reports from Staff

Deputy City Administrator Andrew Nelson updated Council by stating David Cameron and Mayor Russell went to Jefferson City today to advocate on our behalf for funding for the wastewater treatment plant. Mr. Nelson shared his appreciation for their work and shared they have reported good success today. Mr. Nelson reminded everyone that every dollar allocated will help save the residents with their utility costs.

Deputy City Administrator Andrew Nelson acknowledged the clearing by staff at Republic Road and Farm Road 170. Mr. Nelson commended staff for the work as it helped improve the safety of that intersection. Mr. Nelson reported we will tackle the intersection with long-term solutions in the future.

Deputy City Administrator Andrew Nelson noted all the ordinance amendments. Mr. Nelson added the changes regarding adult use marijuana were out of necessity. Mr. Nelson reported we task staff each year to look at their code to find needed improvements and make the language more efficient for residents to interpret our codes. Many of our code changes are the result of a resident that has come in with an issue. Mr. Nelson added we will likely have more as the year goes on.

Deputy City Administrator Andrew Nelson reported the S & P call went well and commended staff for their work. Mr. Nelson added that Stifel had nothing but compliments, noting the staff were well prepared. Mr. Nelson thanked Jared Keeling and his team for the great work. Mr. Nelson shared he is looking forward to getting that rating back and the upcoming bond sale.

Mayor Pro Tem Franklin thanked Mayor Russell and David Cameron for being in Jefferson City working on behalf of the citizens. Mr. Franklin added he is excited about the solution for school traffic at Highway 174 and Main Street.

Adjournment

Mayor Pro Tem Franklin adjourned the meeting at 6:48 p.m.

ATTEST:

Laura Burbridge, City Clerk

Matt Russell, Mayor



City of Republic

Vendor Audit Report

For Date Range 02/01/2023 - 02/28/2023

Item 2.

Vendor	Added	Added User	Deleted	Deleted User
07339 - John E. Reid & Associates, Inc.	02/26/2021	Meghin Cook		
08006 - Amanda M Grant	02/01/2023	SHERRI WOODS		
08007 - Aaron Spaulding	02/01/2023	SHERRI WOODS		
08009 - Benjamin A McBride	02/02/2023	SHERRI WOODS		
08010 - Network Innovations LLC, Nitel, LLC	02/02/2023	SHERRI WOODS		
08011 - Sunde Looney	02/02/2023	SHERRI WOODS		
08012 - Nearmap US Inc	02/03/2023	SHERRI WOODS		
08013 - TMG Inc	02/07/2023	SHERRI WOODS		
08014 - Repmo Project Graduation	02/07/2023	SHERRI WOODS		
08015 - Casey Vinyard	02/08/2023	SHERRI WOODS		
08017 - Deere & Co	02/10/2023	SHERRI WOODS		
08018 - Josie Coppedge	02/14/2023	SHERRI WOODS		
08019 - Merry Murray-Rogers	02/15/2023	SHERRI WOODS		
08020 - DreamSeats, LLC	02/15/2023	SHERRI WOODS		
08021 - Pathfinder Systems Inc	02/22/2023	SHERRI WOODS		
08022 - Nicole D Brooks	02/23/2023	SHERRI WOODS		
08023 - Dakota Bledsaw	02/23/2023	SHERRI WOODS		
08024 - Stephanie Garland Stagg	02/23/2023	SHERRI WOODS		

Vendor Count: (18)



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-R-12 A Resolution of the City Council Awarding The Bid for Water Tower Sand Blasting and Painting for 2023 to Hogan's Inc.

Submitted By: Garrett Brickner, Engineering Manager

Date: March 7, 2023

Issue Statement

To award a bid for Sand Blasting and Repainting of the Water Towers for 2023 to Hogan's Inc.

Discussion and/or Analysis

The city requested sealed bids for Sand Blasting and Repainting of the Water Towers' at Well 3 and Well 4, as well as the ground storage tank at Well 5. The City intends to utilize the remaining ARPA funds designated to the BUILDS department for this purpose in the budget, approximately \$594,000. The Tower on MO-174 near the Animal Control Building will be the first tower done as it is the readiest. The Tower near Republic Middle School will require coordination with AT&T, T-Mobile, and US Cellular to temporarily remove the cellphone antennas from the tank for the process. We will also coordinate with the school district for this one. The product being applied will come with a 15-year warranty and is expected to last 20 plus years with regular pressure washing and maintenance. The city received seven sealed bids, of which Hogan's Inc. was the lowest. Additionally, Hogan's Inc. did the work on Tower 6 in Brookline last year.

The total of all alternates is greater than the remaining ARPA money for the project. Therefore, Staff has prioritized the alternates into 3 categories which can be seen in the bid tab exhibit. Priority 1 being exterior sandblasting and repainting of towers 3 & 4, along with containment structure for the tank on Hines due to proximity to the roadway, school, and businesses. Furthermore, we will not know if interior work needs to be done, nor the extent of that work until the tank is drained and inspected. Therefore, the bids for those alternates may or may not be necessary or to the full extent of the bid price shown in the Bid Tab Exhibit.

Recommended Action

Staff recommends approval to authorize the BUILDS department to spend the remainder of the designated ARPA funds up to \$594,000 to complete as many of the project alternates as possible and as required based upon tank inspection.

RESOLUTION NO. 23-R-12

A RESOLUTION OF THE CITY COUNCIL AWARDING THE BID FOR WATER TOWER SAND BLASTING AND PAINTING FOR 2023 TO HOGAN'S INC.

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, the City solicited sealed bids for water tower sand blasting and painting for 2023 to include options for the Hines Tower, 174 Tower, and a ground storage tank; and

WHEREAS, seven bids were received in response to the City's solicitation; and

WHEREAS, after hearing presentation and recommendations by City staff, the City Council desires to accept the bid submitted by Hogan's Inc., 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 \$528,860.

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

Section 1. The submitted bid from Hogan's Inc., attached as "Exhibit 1" and expressly incorporated herein, is accepted for the Project at the estimated cost(s) shown thereon, but in no event to exceed a total of \$594,000 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:

RESOLUTION NO. 23-R-12

RESOLUTION NO. 23-R-12

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:

RESOLUTION NO. 23-R-12



City of Republic - Invitation for Bid

Water Tower Sand Blasting and Painting 2023

SEALED BIDS MUST BE PHYSICALLY RECEIVED AT REPUBLIC CITY HALL PRIOR TO 3:00 P.M. on Thursday February 17th. 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 all requested categories, but it is encouraged.
- Bids will be taken to City Council for approval on **March 7th 2023**. Notice to proceed shall follow no later than March 13th 2023. following approval granted by City Council.

DESCRIPTION:

Tower 3 – located at 804 W State Highway 174 Republic MO 65738

Base Bid 1: Sand blasting/removal of existing paint and painting at the water tower. Exterior primer Tnemec series 94H2o, Intermediate coat tnemec series 1094, Finish coat tnemec series 700, or approved equal. Application of 18-22ft Logo as shown on next page, two sides. Provide DNR report on tank condition.

Alternate #1.1: Provide containment structure during sandblasting operation.

Alternate #1.2: Painting of inside of Water Tower

Tower 4 – located at 690 E Hines St. Republic MO 65738

Base Bid 2: Sand blasting/removal of existing paint and painting at the water tower. Exterior primer Tnemec series 94H2o, Intermediate coat tnemec series 1094, Finish coat tnemec series 700, or approved equal. Application of 18-22ft Logo as shown on next page, two sides. Provide DNR report on tank condition.

Alternate #2.1: Provide containment structure during sandblasting operation.

Alternate #2.2: Painting of inside of Water Tower

Alternate #2.3: providing base bid and Alternate 2.1 without Removal of communication Antennas

Ground Storage Tank – located at 333 S Cottonwood Ave. Republic MO, 65738

Base Bid 3: Sand blasting/removal of existing paint and painting at the Ground Storage Tank. Exterior primer Tnemec series 94H2o, Intermediate coat tnemec series 1094, Finish coat tnemec series 700, or approved equal. Provide DNR report on tank condition.

Alternate #3.1: Painting inside of Ground Storage Tank

Alternate #3.2: Application of 18-22ft Logo as shown on next page, two sides.

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 March 7, 2023 for approval, with Notice to Proceed to follow no later than March 13th 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.

City Logo to be painted on Tower/Tank. 18-22ft diameter. 2 sides



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, on 3:00 P.M. on Thursday February 17th. All Bidders (individually, "Bidder"; collectively, "Bidders") and/or their authorized representative(s) are permitted to attend the opening of the Bids.
02. **IFB Delivery Requirements:** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have their Bid delivered to Republic City Hall for receipt on or before the due date and time indicated.
- a. If a Bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to Republic City Hall.
 - b. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected.
 - c. Arrangements may be made for their return at the Bidder's request and expense.
 - d. Bids may be mailed to Republic City Hall and accepted if the signed Bid form and required information was mailed and received prior to the due date and time.
 - e. Bids sent by email will not be accepted.

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

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

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

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

13. **Right to Protest:** Appeals and remedies are provided for in the City Procurement Regulations.
 - a. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.
 - b. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

14. **Ethical Standards Applicable:** With respect to this IFB, if any Bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such Bidder will be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids.

15. **Collusion Absolutely Prohibited:** All Bidders offering a submission in response to this IFB hereby expressly acknowledge and certify that they have not divulged, discussed, or compared their Bid to the Bids of any other Bidder(s), and further that they have not colluded or conspired with any other Bidder or parties to this IFB, to violate the terms and conditions governing submission of responses to this IFB whatsoever. All Bidders offering a submission in response to this IFB additionally promise that:
 - a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.
 - b. Any prices and/or cost data submitted have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor.
 - c. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
 - d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in any contract awarded under this IFB. No person or agency has been employed or retained to solicit or secure the contract awarded under this IFB upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

16. **Contract Forms:** Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.

17. **Liability and Indemnity:**
 - a. In no event shall the City be liable to the successful Bidder for special, indirect, liquidated, incidental, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of any agreement or contract under the terms of this IFB. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under any agreement or contract awarded under the terms of this IFB.
 - b. The successful Bidder shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays, expenses, and claims, caused or allegedly caused by, or arising out of or related in any way whatsoever to (1) any agreement or contract awarded under this IFB, or (2) the work performed pursuant to such contract or agreement or any subcontract thereunder (the successful Bidder expressly acknowledging and assuming full responsibility for its subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for any other alleged damages.
 - c. The successful Bidder shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

18. **IFB Forms, Variances, and Alternates:** Bids must be submitted on the forms attached to this IFB as provided by

the City; however, additional information may be attached. Bidders must indicate any variances from the 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 material 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

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 3.

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Description of Work	Price
<ul style="list-style-type: none"> Water Tower Sand Blasting and Painting at Tower 3, 4, and Ground Storage Tank. Bid Alternate Price individually, do not add all prices together. All Bids to include: <ul style="list-style-type: none"> Travel Expenses Delivery Costs Administrative costs <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>Base Bid 1 (Tower 3): \$ 166,595.00</p> <p>Alternate #1.1: \$ 49,500.00</p> <p>Alternate #1.2: \$ 76,725.00</p> <p>Base Bid 2 (Tower 4): \$ 117,340.00</p> <p>Alternate #2.1: \$ 50,400.00</p> <p>Alternate #2.2: \$ 68,880.00</p> <p>Alternate #2.3: \$ 115,000.00</p> <p>Base Bid 3 (Ground Storage Tank): \$ 117,800.00</p> <p>Alternate #3.1: \$ 152,328.00</p> <p>Alternate #3.2: \$ 8000.00</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 Tower Sand Blasting and Painting at Well #6 213 N Main Street</p> <p>Republic, MO 65738</p>	<p>Company Legal Name: Hogan's Inc</p>
	<p>Address: 2787 Carter Route M Van Buren Mo 63965</p>
	<p>Signature: </p> <p>Name and Title: Heath Hogan Vice President</p>
<p>Telephone: 573-323-8214</p> <p>Cellular: 573-429-5712</p> <p>Email: h_hogan93@hotmail.com</p>	<p>Dated: 02/14/2023</p> <p>Bidder's Federal ID Number: 43-1735127</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 3.

Effective 1/1/2009

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me, the undersigned Notary Public, in and for the County of Carter, State of Missouri, personally appeared Heath Hogan (Name) who is Vice President (Title) of Hogan's Inc (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.

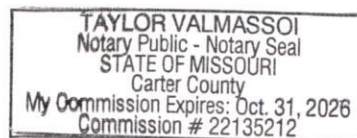
Documentation of participation in a federal work authorization program is attached to this affidavit.

[Signature]
Signature
Heath Hogan
Printed Name

Subscribed and sworn to before me this 15 day of February, 2023.

Taylor Valmassoi
Notary Public

My commission expires: 10/31/23





AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Hogan's, Inc.
2787 Carter Rt. M
VanBuren, MO 63965

OWNER:

(Name, legal status and address)

City of Republic
213 N. Main Avenue
Republic, MO 65738

BOND AMOUNT: Ten Percent of Total Amount Bid (10%)

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company
P.O. BOX 1635
Milwaukee, WI 53201 1635

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.

PROJECT:

(Name, location or address, and Project number, if any)

Water Tower Sand Blasting and Painting 2023

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 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 17th day of February 2023

(Witness)

Hogan's, Inc.
(Principal) Vice President

(Title)
Old Republic Surety Company

(Witness) Shawn Byrne

(Surety)
(Title) Vickie Nickel, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original seal that changes will not be obscured.

Init.

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OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **VICKIE NICKEL, DAVID PARKHURST, SAMUEL T. BOWLBY, SHAWN BYRNE, REBECCA A. LILLEY, KERRY A. SHERROD** of OVERLAND PARK, CO

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 2nd day of December, 2022

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Paylic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 2nd day of December, 2022, personally came before me, Alan Paylic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-1743



Signed and sealed at the City of Brookfield, WI this February day of 17th, 2023

Karen J. Haffner
Assistant Secretary

ORSC 22362 (3-06)

CORNERSTONE KANSAS CITY, LLC.

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

Item 3.

To be submitted with all Bids in response to this IFB

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

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

Text
Hogans Inc purpose to provide a 5 yr warranty on the interior Coatings a 15 year Manufactures warranty on Exterin Coatings.

The Hines street tank interior dry is not included in sandblasting & painting, only touch up painting due to containment. The Communication Equipment needs removed for proper surface preparation & painting on the Hines street tower.

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 Hogans Inc

By [Signature]

(Authorized Person's Signature)

Company Address 2787 Carter Rd
Van Buren Mo 63965

Telephone Number 573 323 8214

Fax Number None

Date 2/14/23

ADDENDA

Offeror acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Email h_hogans93@hotmail.com

Federal Tax ID No. 43-1735127

DBE Vendor (Yes/No): _____

Minority Owned: _____

Women Owned: _____

Veteran Owned: X

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

Item 3.

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



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 230011

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 at 888-464-4218.

Employer Hogans, Inc.**Frieda A Hogan**

Name (Please Type or Print)

Title

Electronically Signed

Signature

07/14/2009

Date

Department of Homeland Security – Verification Division**USCIS Verification Division**

Name (Please Type or Print)

Title

Electronically Signed

Signature

07/14/2009

Date

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.



HYDRO-ZINC®

SERIES 94-H₂O

EXTERIOR PRIMER

PRODUCT PROFILE

GENERIC DESCRIPTION

Aromatic Urethane, Zinc-Rich

COMMON USAGE

A single-component, moisture-cured, zinc-rich primer for steel structures, including the interior and exterior of steel potable water tanks. Commonly used in commercial, industrial, and marine markets in various applications to provide outstanding long-term corrosion resistance when used as a primer in conjunction with other Tnemec coatings. Series 94-H₂O has no maximum recoat time, cures quickly and offers rapid recoat at surface temperatures down to 35°F (2°C). **Note:** When used in conjunction with cathodic protection, anodes or impressed current systems should not provide current demand more negative than -1.05 volts relative to a copper-copper sulfate reference electrode half-cell.

COLORS

Greenish-gray

ZINC PIGMENT

83% by weight in dried film

SPECIAL QUALIFICATIONS

Certified (with or without 44-710 Urethane Accelerator) in accordance with **ANSI/NSF/CAN Std. 61** and the extraction requirements of **NSF/ANSI/CAN 600** and is qualified for use on interior potable water tanks of 1,500 gallons (5,678 L) or greater. Topcoating with Std. 61 certified Tnemec coatings is required. Contact your Tnemec representative for specific recommendations. Reference Tnemec's certified product listing at www.nsf.org for details on maximum allowable DFT. Meets zinc-rich primer requirements of **AWWA D102-21** Standard for **Inside System No. 3, 5 & 6** and **Outside System No. 3, 4 & 6**. Series 94-H₂O uses a zinc pigment which meets the requirements of **ASTM D 520 Type III** and contains less than .002% lead.

Series 94-H₂O meets the requirements of LEED-Low-Emitting Materials, Collaborative for High Performance Schools-Paints & Coatings, WELL Building Standard-VOC Restrictions, and Living Building Challenge-Healthy Interior Performance. Contact your Tnemec representative for more information.

This product is part of a coating system tested in accordance with ISO 12944-6 (2018). Contact your Tnemec representative for coating system test results.

COATING SYSTEM

TOPCOATS

Interior: Series 20, FC20, 22, FC22, L140, L140F, N140, N140F, V140, V140F, 141, 215, 406.

Exterior: Series 27WB, 66, L69, L69F, N69, N69F, 72, 73, 115, V115, 156, 161, 215, 1026, 1028, 1029, 1074, 1074U, 1075, 1075U, 1080, 1081, 1094, 1095, 1096. **Note:** Certain topcoat colors may not provide one-coat hiding depending on method of application. Contact your Tnemec representative. **Note:** Series 94-H₂O must be exterior exposed for three days prior to topcoating with Series 1028 or 1029. **Note:** Series 94-H₂O must be exterior exposed for one day prior to topcoating with Series 27WB.

SURFACE PREPARATION

Wet Interior: SSPC-SP10/NACE 2 Near-White Blast Cleaning with a minimum angular anchor profile of 1.5 mils.**Exterior or Dry Interior:** SSPC-SP6/NACE 3 Commercial Blast Cleaning with a minimum angular anchor profile of 1.5 mils.

TECHNICAL DATA

VOLUME SOLIDS

62.0 ± 2.0% (mixed)

RECOMMENDED DFT

2.5 to 3.5 mils (65 to 90 microns) per coat.

CURING TIME

Without 44-710

Temperature †	To Handle	To Recoat
75°F (24°C)	2 hours	8 hours
55°F (11°C)	4 hours	12 hours
35°F (2°C)	6 hours	16 hours

† 50% relative humidity. **Note:** Refer to product listings on www.nsf.org for specific potable water return to service information. Curing time will vary with surface temperature, humidity and film thickness. **Ventilation:** When used in enclosed areas, provide adequate ventilation during application and cure.

Note: For faster curing, low humidity and low-temperature applications, add No. 44-710 Urethane Accelerator (see separate product data sheet). **Note:** For cure times to immersion service, reference the specified Tnemec interior topcoat product data sheet.

VOLATILE ORGANIC COMPOUNDS

Unthinned: 0.74 lbs/gallon (89 grams/litre)**Thinned 15% (No. 49 Thinner):** 0.74 lbs/gallon (89 grams/litre)**Thinned 10% (No. 3 Thinner):** 1.57 lbs/gallon (188 grams/litre)**Thinned 10% (No. 2 Thinner):** 1.56 lbs/gallon (187 grams/litre)

HAPS

Unthinned: 1.68 lbs/gal solids**Thinned 15% (No. 49 Thinner):** 1.68 lbs/gal solids**Thinned 10% (No. 3 Thinner):** 1.72 lbs/gal solids**Thinned 10% (No. 2 Thinner):** 2.84 lbs/gal solids

THEORETICAL COVERAGE

996 mil sq ft/gal (24.4 m²/L at 25 microns). See APPLICATION for coverage rates.

NUMBER OF COMPONENTS

One

PACKAGING

5 gallon (18.9L) pails (yielding 3 gallons) and 1 gallon (3.79L) cans.

NET WEIGHT PER GALLON

24.92 ± 0.60 lbs (11.30 ± 0.27 kg)

STORAGE TEMPERATURE

Minimum 20°F (-7°C) Maximum 110°F (43°C)

TEMPERATURE RESISTANCE

Dry (Continuous) 250°F (121°C) Intermittent 300°F (149°C)

SHELF LIFE

9 months at recommended storage temperature.

HYDRO-ZINC® | SERIES 94-H₂O

Item 3.

**FLASH POINT - SETA
HEALTH & SAFETY**

82°F (28°C)

Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Safety Data Sheet for important health and safety information prior to the use of this product.
Keep out of the reach of children.

APPLICATION**COVERAGE RATES**

	Dry Mills (Microns)	Wet Mills (Microns)	Sq Ft/Gal (m ² /Gal)
Suggested	3.0 (75)	5.0 (125)	331 (30.8)
Minimum	2.5 (65)	4.0 (100)	398 (37.0)
Maximum	3.5 (90)	5.5 (140)	284 (26.4)

Allow for overspray and surface irregularities. Wet film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. Reference the NSF website at www.nsf.org for details on the maximum allowable DFT.

MIXING

Stir thoroughly making sure no pigment remains on the bottom of the can. Use an air-driven power mixer and keep material under constant agitation while mixing. Do not use material beyond pot life limits.

THINNING

For air spray, thin up to 15% or 1 1/4 pints (570 mL) per gallon with No. 49 Thinner or thin up to 10% or 3/4 pint (380 mL) per gallon with No. 2 or No. 3 Thinner. (Use No. 2 if ambient temperatures are below 80°F (27°C) and No. 3 if above 80°F (27°C).) For brush or roller, thin up to 5% or 1/4 pint (190 mL) per gallon with No. 49 Thinner or thin up to 10% or 3/4 pint (380 mL) per gallon with No. 2 or No. 3 Thinner. Thinning is normally not required for airless spray. **Note:** No. 49 Thinner may be used where VOC restrictions apply. **Caution: Series 94-H₂O certification is based on thinning with No. 49, No. 2 or No. 3 Thinner. Use of any other thinner voids NSF/ANSI/CAN Std. 61 certification.**

POT LIFE

8 hours at 77°F (25°C) and 50% R.H.

Caution: This product cures with moisture acting as a catalyst. Incorporation of moisture or moisture laden air (humidity) during use will shorten pot life. Avoid continual agitation at high RPM. When feasible keep containers of mixed material covered during use.

APPLICATION EQUIPMENT

Note: When intermediate and finish coats are white or light colors, best hiding of this dark color primer can be achieved by spray application; or when roller applied, by using 1/4" nap covers.

Air Spray

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
DeVilbiss JGA ‡	E	704 or 765	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	40-50 psi (2.8-3.4 bar)	10-20 psi (0.7-1.4 bar)

‡ (with heavy mastic spring) Low temperatures or longer hoses will require additional pressure. Use pressure pot equipped with an agitator and keep pressure pot at same level or higher than the spray gun. Compressed air must be dry.

Airless Spray

Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
0.015"-0.019" (380-481 microns) Reversible Tip	3000-4000 psi (207-276 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

Roller: Use a 1/4" or 3/8" (6.4 mm or 9.5 mm) synthetic woven nap roller cover. Stir material frequently or keep under agitation to prevent settling.

Brush: Use high quality natural or synthetic bristle brushes.

SURFACE TEMPERATURE

Minimum 35°F (2°C) Maximum 140°F (60°C) Maximum for Brush & Roller 120°F (49°C)

The surface should be dry and at least 5°F (3°C) above the dew point. **Note:** Series 44-710 Accelerator must be used if the surface temperature is 35°F to 60°F (2°C to 16°C) and 20% to 40% relative humidity. Please reference Technical Bulletin 98-14 for more information.

AMBIENT HUMIDITY

Minimum 20% Maximum 90%

CLEANUP

Flush and clean all equipment immediately after use with the recommended thinner or xylene or, when required by SCAQMD regulations, No. 49 Thinner.

CAUTION

Series 94-H₂O, with one-component configuration, prevents the product's ability to offer "dry-fall" characteristics.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

Tnemec Company, Inc. 6800 Corporate Drive Kansas City, Missouri 64120-1372 +1 816-483-3400 www.tnemec.com



ENDURA-SHIELD SERIES 73

EXTERIOR INTERMEDIATE

PRODUCT PROFILE

GENERIC DESCRIPTION

Aliphatic Acrylic Polyurethane

COMMON USAGE

A coating for commercial, industrial, and marine applications that is highly resistant to abrasion, wet conditions, corrosive fumes, chemical contact and has excellent resistance to exterior weathering. Direct-to-Metal capability allows for a labor-saving, high-build, single coat application.

COLORS

Refer to Tnemec Color Guide. **Note:** Certain colors may require multiple coats depending on method of application and finish coat color. When feasible, the preceding coat should be in the same color family (blue, gray, etc.), but noticeably different.

FINISH

Semi-gloss

SPECIAL QUALIFICATIONS

Series 73 meets the accelerated weathering requirements of SSPC Paint Standard 36.

This product is part of a coating system tested in accordance with ISO 12944-6 (2018). Contact your Tnemec representative for coating system test results.

COATING SYSTEM

PRIMERS

Steel: Self-priming or Series 1, 20, FC20, 27, 27WB, 37H, 66, L69, L69F, N69, N69F, V69, V69F, 90-97, H90-97, 90G-1K97, 91-H₂O, H91-H₂O, 94-H₂O, 132, 135, L140, L140F, N140, N140F, V140, V140F, 141, 161, 394, V530, 1224.

Galvanized Steel & Non-Ferrous Metal: Series 66, L69, N69, V69, 1224. **Note:** For special galvanized surface preparation instructions, consult the latest version of Tnemec Technical Bulletin 10-78.

Concrete: Series 66, L69, L69F, N69, N69F, V69, V69F, 141, 161, 1254

CMU: Series 1254

Note: Series V530 exterior exposed more than 24 hours, Series L69, N69, V69, 135, L140, N140, or V140 exterior exposed more than 60 days, Series L69F, N69F, V69F, L140F, N140F or V140F exterior exposed more than 30 days, or Series 132 or 141 exterior exposed more than 14 days must first be scarified or reprimed with themselves. Brush blasting with fine abrasive is the preferred method of scarification. Recoat windows for other primers may apply. See those data sheets for additional information.

TOPCOATS

Series 700, V700, 701, V701, 740, 750, 1070, 1070V, 1071, 1071V, 1072, 1072V, 1074, 1074U, 1075, 1075U, 1077, 1078, 1078V, 1094, 1095, 1096.

SURFACE PREPARATION

STEEL

SSPC-SP6/NACE 3 Commercial Blast Cleaning or ISO Sa 2 Thorough Blast Cleaning with a minimum angular anchor profile of 2.0 mils.

ALL SURFACES

Must be clean, dry and free of oil, grease and other contaminants.
See primer product data sheet for surface preparation recommendation.

TECHNICAL DATA

VOLUME SOLIDS

58.0 ± 2.0% (mixed) †

RECOMMENDED DFT

Topcoat Service: 2.0 to 5.0 mils (50 to 125 microns) per coat.

Direct to Metal; Over Zinc or MIO-Zinc: 3.5 to 5.0 mils (90 to 125 microns).

Note: Number of coats and thickness requirements will vary with substrate, application method and exposure. For DTM or applications over zinc or MIO-zinc, as part of a two-coat system, consult the latest version of Tnemec Technical Bulletin 13-100 or contact your Tnemec representative.

CURING TIME

Temperature	To Touch	To Handle	To Recoat
75°F (24°C)	1 hour	5-8 hours	12 hours

Curing time varies with surface temperature, air movement, humidity and film thickness. **Note:** For faster curing and low-temperature applications, add No. 44-710 Urethane Accelerator; see separate product data sheet.

VOLATILE ORGANIC COMPOUNDS

Unthinned	Thinned 10% (Max) (No. 39 Thinner)	Thinned 10% (Max) (No. 42 Thinner)	Thinned 10% (Max) (No. 48 Thinner)	Thinned 10% (Max) (No. 56 Thinner)	Thinned 10% (Max) (No. 63 Thinner)
2.61 lbs/gallon (313 grams/litre)	2.94 lbs/gallon (356 grams/litre)	3.01 lbs/gallon (361 grams/litre)	3.07 lbs/gallon (367 grams/litre)	2.67 lbs/gallon (320 grams/litre)	2.99 lbs/gallon (358 grams/litre)

HAPS

Unthinned	Thinned 10% (Max) (No. 39 Thinner)	Thinned 10% (Max) (No. 42 Thinner)	Thinned 10% (Max) (No. 48 Thinner)	Thinned 10% (Max) (No. 56 Thinner)	Thinned 10% (Max) (No. 63 Thinner)
0.44 lbs/gal solids	0.44 lbs/gal solids	0.44 lbs/gal solids	0.44 lbs/gal solids	0.44 lbs/gal solids	0.50 lbs/gal solids

THEORETICAL COVERAGE

930 mil sq ft/gal (22.8 m²/L at 25 microns). †

NUMBER OF COMPONENTS

Two: Part A and Part B

MIXING RATIO

By Volume: Four (Part A) to One (Part B)

PACKAGING

	PART A	PART B	When Mixed
5 Gallon Kit	5 gallon pail (partial fill)	1 gallon can	5 gallons (18.9L)
1 Gallon Kit	1 gallon pail (partial fill)	1 quart can (partial fill)	1 gallon (3.79L)

NET WEIGHT PER GALLON

12.13 ± 0.25 lbs (4.88 ± 0.11 kg) †

ENDURA-SHIELD | SERIES 73

Item 3.

STORAGE TEMPERATURE

Minimum 20°F (-7°C) Maximum 110°F (43°C)

TEMPERATURE RESISTANCE

(Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)

SHELF LIFE

Part A: 12 months at recommended storage temperature.
Part B: 12 months at recommended storage temperature.

FLASH POINT - SETA

Part A: 80°F (27°C) Part B: 112°F (43°C)

HEALTH & SAFETY

Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.

Keep out of the reach of children.

APPLICATION

COVERAGE RATES

Topcoat Service

	Dry Mils (Microns)	Wet Mils (Microns)	Sq Ft/Gal (m ² /Gal)
Suggested	2.5 (65)	4.5 (115)	372 (34.6)
Minimum	2.0 (50)	3.5 (90)	465 (43.2)
Maximum	5.0 (125)	8.5 (215)	186 (17.3)

Direct-to-Metal; over Zinc or MIO-Zinc

	Dry Mils (Microns)	Wet Mils (Microns)	Sq Ft/Gal (m ² /Gal)
Suggested	4.0 (100)	7.0 (180)	233 (21.6)
Minimum	3.5 (90)	6.0 (150)	266 (24.7)
Maximum	5.0 (125)	8.5 (215)	186 (17.3)

Allow for overspray and surface irregularities. Wet film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. †

MIXING

Stir contents of the container marked Part A, making sure no pigment remains on the bottom. Add the contents of the can marked Part B to Part A while under agitation. Continue agitation until the two components are thoroughly mixed. When used with 44-710 Urethane Accelerator, first blend 44-710 into Part A under agitation; continue as above. Do not use mixed material beyond pot life limits. **Caution: Part B is moisture-sensitive and will react with atmospheric moisture. Keep unused material tightly closed at all times.**

THINNING

For air spray, thin up to 10% or 3/4 pint (380 mL) per gallon by volume with No. 42 Thinner if temperatures are below 80°F (27°C), use No. 48 Thinner for temperatures above 80°F (27°C). Thin up to 5% or 1/4 pint (190 mL) per gallon for airless spray. For brush or roller, thin 5% to 10% or 1/4 to 3/4 pint (190 to 380 mL) per gallon with No. 39 or No. 63 Thinner. Thinning is required for proper brush or roller application. **Note: A maximum of 10% of No. 56 Thinner may be used to comply with VOC regulations. Caution: Do not add thinner if more than thirty (30) minutes have elapsed after mixing.**

POT LIFE

8 hours at 40°F (4°C) 4 hours at 77°F (25°C) 2 hours at 100°F (38°C)

APPLICATION EQUIPMENT

Air Spray

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
DeVilbiss JGA	E	765 or 704	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	75-90 psi (5.2-6.2 bar)	10-20 psi (0.7-1.4 bar)

Low temperatures or longer hoses require higher pot pressure.

Airless Spray

Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
0.013"-0.017" (330-430 microns)	3000-3600 psi (206-248 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

Roller: Use 1/4" to 3/8" (6.4 mm to 9.5 mm) synthetic woven nap roller cover. Do not use long nap roller covers. **Note:** Two coats are required to obtain dry film thickness above 3.0 mils (75 microns).

Brush: Recommended for small areas only. Use high quality natural or synthetic bristle brushes. **Note:** Two or more coats may be required to obtain recommended film thicknesses.

SURFACE TEMPERATURE

Minimum 35°F (2°C) Maximum 120°F (49°C)

The surface should be dry and at least 5°F (3°C) above the dew point.

Cure time necessary to resist direct contact with moisture at surface temperature:

40°F (4°C): 24 to 40 hours 50°F (10°C): 18 to 26 hours 60°F (16°C): 12 to 16 hours

70°F (21°C): 4 to 8 hours 90°F (32°C): 2 to 4 hours 100°F (38°C): 2 to 3 hours

If the coating is exposed to moisture before the preceding cure parameters are met, dull, flat or spotty appearing areas may develop. Actual times will vary with air movement, film thickness and humidity.

CLEANUP

Flush and clean all equipment immediately after use with the recommended thinner or MEK.

† Values may vary with color.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

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HYDROFLON®

SERIES V700

EXTERIOR FINISH COAT

PRODUCT PROFILE

GENERIC DESCRIPTION

Advanced Thermoset Solution Fluoropolymer

COMMON USAGE

A low VOC exterior finish coat especially designed for tanks and other exposed steel substrates. This product has outstanding resistance to ultra-violet light degradation providing unprecedented long-term gloss and color retention with excellent resistance to abrasion and chalking. It is aesthetically pleasing and recommended for coastal environments and on structures where extremely long-term maintenance cycles are desired. NOT FOR IMMERSION SERVICE.

COLORS

Refer to Tnemec Color Guide. **Note:** Certain colors may require multiple coats depending on method of application and finish coat color. The preceding coat should be in the same color family, but noticeably different. Upon selection of the finish coat color, the intermediate coat color may be selected by Tnemec Company.

FINISH

Gloss

SPECIAL QUALIFICATIONS

Series V700 was tested in accordance with, and passed, the California Dept. of Public Health (CDPH) Standard Method v1.2 and meets the requirements of LEED v4.1 Low-Emitting Materials, Collaborative for High Performance Schools-Paints & Coatings, Living Building Challenge Materials Petal 10, and WELL Building Standard v2 X06 VOC Restrictions.

This product is part of a coating system tested in accordance with ISO 12944-6 (2018). Contact your Tnemec representative for coating system test results.

Series V700 meets the weathering requirements of AAMA 2604 and 2605.

COATING SYSTEM

PRIMERS

Series 1, 20, FC20, 27, 27WB, 66, L69, L69F, N69, N69F, V69, V69F, 90-97, H90-97, 91-H₂O, 94-H₂O, 118, 135, L140, L140F, N140, N140F, V140, V140F, 161, 1224. **Note:** Series 1 requires an intermediate coat prior to topcoating with Series V700. **Note:** Series 118 is typically used to overcoat, sound, existing coating systems. See product data sheet for more information.

INTERMEDIATE

Series 73, 750, 1075, 1075U, 1095

Note: When topcoating with Series V700, the following maximum recoat times apply: Over 20, FC20, 27, 66, L69, L69F, N69, N69F, V69, V69F, 135, L140, L140F, N140, N140F, V140, V140F, 161, 14 days; over itself, 30 days; over 750, 1075, 1075U, 1095, 45 days; over 1, 60 days; over 27WB, 73, 90-97, H90-97, 91-H₂O, 94-H₂O, 1224, 90 days.

SURFACE PREPARATION

EXTERIOR EXPOSURE

SSPC-SP6 Commercial Blast Cleaning

ALL SURFACES

Must be clean, dry and free of oil, grease and other contaminants.

TECHNICAL DATA

VOLUME SOLIDS

58.0 ± 2.0% (mixed) †

RECOMMENDED DFT

2.0 to 3.0 mils (50 to 75 microns) per coat. **Note:** Number of coats and thickness requirements will vary with substrate, application method and exposure. Contact your Tnemec representative.

CURING TIME

Temperature	To Touch	To Handle	Minimum Recoat ‡
90°F (32°C)	30 minutes	4-6 hours	6-8 hours
70°F (21°C)	30 minutes	6-8 hours	10-12 hours
50°F (10°C)	1 hour	12-15 hours	16-24 hours

‡ Maximum recoat: 30 days. Curing time varies with surface temperature, air movement, humidity and film thickness.

Note: For faster curing and low-temperature applications, add No. 44-710 Urethane Accelerator; see separate product data sheet.

VOLATILE ORGANIC COMPOUNDS

Unthinned: 1.15 lbs/gallon (137 grams/litre)**Unthinned:** 0.57 lbs/gallon (69 grams/litre) (TBAC Exempt)**Thinned 10% (No. 65 Thinner):** 1.91 lbs/gallon (229 grams/litre)**Thinned 10% (No. 65 Thinner):** 0.57 lbs/gallon (69 grams/litre) (TBAC Exempt)**Thinned 10% (No. 63 Thinner):** 1.81 lbs/gallon (217 grams/litre)**Thinned 10% (No. 63 Thinner):** 1.37 lbs/gallon (164 grams/litre) (TBAC Exempt) †

HAPS

Unthinned: 0.01 lbs/gal solids**Thinned 10% (No. 65 Thinner):** 0.01 lbs/gal solids**Thinned 10% (No. 63 Thinner):** 0.07 lbs/gal solids

THEORETICAL COVERAGE

930 mil sq ft/gal (22.8 m²/L at 25 microns) †

NUMBER OF COMPONENTS

Two: Part A and Part B

MIXING RATIO

By volume: Eight (Part A) to one (Part B)

PACKAGING

	PART A (partially filled)	PART B (partially filled)	Yield (mixed)
Medium Kit	5 gallon pail	1/2 gallon can	3 gallons (11.35L)
Small Kit	1 gallon can	1 pint can	1 gallon (3.79L)

NET WEIGHT PER GALLON

13.53 ± 0.25 lbs (6.13 ± .11 kg) (mixed) †

STORAGE TEMPERATURE

Minimum 20°F (-7°C) Maximum 110°F (43°C)

TEMPERATURE RESISTANCE

(Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)

HYDROFLON® | SERIES V700

Item 3.

SHELF LIFE
FLASH POINT - SETA
HEALTH & SAFETY

12 months at recommended storage temperature

Part A: 81°F (27°C) Part B: >200°F (93°C)

Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.
Keep out of the reach of children.

APPLICATION

COVERAGE RATES

	Dry Mils (Microns)	Wet Mils (Microns)	Sq Ft/Gal (m ² /Gal)
Suggested	2.5 (65)	4.5 (115)	372 (34.6)
Minimum	2.0 (50)	3.5 (90)	465 (43.2)
Maximum	3.0 (75)	5.0 (130)	310 (28.8)

Allow for overspray and surface irregularities. Wet film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. ‡

MIXING

Stir contents of the container marked Part A, making sure no pigment remains on the bottom. Add the contents of the can marked Part B to Part A while under agitation. Continue agitation until the two components are thoroughly mixed. Do not use mixed material beyond pot life limits. **Caution: Part B is moisture-sensitive and will react with atmospheric moisture. Keep unused material tightly closed at all times.**

THINNING

For brush, roller, and air spray, thin up to 10% per gallon with No. 63 Thinner. Thinning is required for proper application. **Note:** In areas that require lower VOC, use No. 65 Thinner. **Caution: Do not add thinner if more than thirty (30) minutes have elapsed after mixing.**

POT LIFE

2 hours at 50°F (10°C) 2 hours at 70°F (21°C) 1 hour at 90°F (32°C)

APPLICATION EQUIPMENT

Air Spray

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
DeVilbiss JGA	E	765 or 704	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	65-85 psi (4.7-6.2 bar)	15-25 psi (1.0-1.7 bar)

Low temperatures or longer hoses require higher pot pressure.

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

Roller: Use 1/4" (6.4 mm) synthetic woven nap cover. Do not use medium or long nap roller covers.

Brush: Recommended for small areas only. Use high quality natural or synthetic bristle brushes.

SURFACE TEMPERATURE

Minimum 40°F (4°C) Maximum 120°F (49°C)

The surface should be dry and at least 5°F (3°C) above the dew point.

Cure time necessary to resist direct contact with moisture at surface temperature:

Temperature	To Resist Moisture
100°F (38°C)	2 hours
90°F (32°C)	3 1/2 hours
80°F (27°C)	5 hours
70°F (21°C)	7 hours
60°F (16°C)	11 hours
50°F (10°C)	21 1/2 hours
40°F (4°C)	44 hours

If the coating is exposed to moisture before the preceding cure parameters are met, dull, flat or spotty-appearing areas may develop. Actual times will vary with air movement, film thickness and humidity.

CLEANUP

Flush and clean all equipment immediately after use with the recommended thinner or MEK.

‡ Values may vary with color.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

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HYDRO-ZINC®

SERIES 94-H₂O

INTERIOR PRIMER

PRODUCT PROFILE

GENERIC DESCRIPTION

Aromatic Urethane, Zinc-Rich

COMMON USAGE

A single-component, moisture-cured, zinc-rich primer for steel structures, including the interior and exterior of steel potable water tanks. Commonly used in commercial, industrial, and marine markets in various applications to provide outstanding long-term corrosion resistance when used as a primer in conjunction with other Tnemec coatings. Series 94-H₂O has no maximum recoat time, cures quickly and offers rapid recoat at surface temperatures down to 35°F (2°C). **Note:** When used in conjunction with cathodic protection, anodes or impressed current systems should not provide current demand more negative than -1.05 volts relative to a copper-copper sulfate reference electrode half-cell.

COLORS

Greenish-gray

ZINC PIGMENT

83% by weight in dried film

SPECIAL QUALIFICATIONS

Certified (with or without 44-710 Urethane Accelerator) in accordance with **ANSI/NSF/CAN Std. 61** and the extraction requirements of **NSF/ANSI/CAN 600** and is qualified for use on interior potable water tanks of 1,500 gallons (5,678 L) or greater. Topcoating with Std. 61 certified Tnemec coatings is required. Contact your Tnemec representative for specific recommendations. Reference Tnemec's certified product listing at www.nsf.org for details on maximum allowable DFT. Meets zinc-rich primer requirements of **AWWA D102-21** Standard for **Inside System No. 3, 5 & 6** and **Outside System No. 3, 4 & 6**. Series 94-H₂O uses a zinc pigment which meets the requirements of **ASTM D 520 Type III** and contains less than .002% lead.

Series 94-H₂O meets the requirements of LEED-Low-Emitting Materials, Collaborative for High Performance Schools-Paints & Coatings, WELL Building Standard-VOC Restrictions, and Living Building Challenge-Healthy Interior Performance. Contact your Tnemec representative for more information.

This product is part of a coating system tested in accordance with ISO 12944-6 (2018). Contact your Tnemec representative for coating system test results.

COATING SYSTEM

TOPCOATS

Interior: Series 20, FC20, 22, FC22, L140, L140F, N140, N140F, V140, V140F, 141, 215, 406.

Exterior: Series 27WB, 66, L69, L69F, N69, N69F, 72, 73, 115, V115, 156, 161, 215, 1026, 1028, 1029, 1074, 1074U, 1075, 1075U, 1080, 1081, 1094, 1095, 1096. **Note:** Certain topcoat colors may not provide one-coat hiding depending on method of application. Contact your Tnemec representative. **Note:** Series 94-H₂O must be exterior exposed for three days prior to topcoating with Series 1028 or 1029. **Note:** Series 94-H₂O must be exterior exposed for one day prior to topcoating with Series 27WB.

SURFACE PREPARATION

Wet Interior: SSPC-SP10/NACE 2 Near-White Blast Cleaning with a minimum angular anchor profile of 1.5 mils.**Exterior or Dry Interior:** SSPC-SP6/NACE 3 Commercial Blast Cleaning with a minimum angular anchor profile of 1.5 mils.

TECHNICAL DATA

VOLUME SOLIDS

62.0 ± 2.0% (mixed)

RECOMMENDED DFT

2.5 to 3.5 mils (65 to 90 microns) per coat.

CURING TIME

Without 44-710

Temperature †	To Handle	To Recoat
75°F (24°C)	2 hours	8 hours
55°F (11°C)	4 hours	12 hours
35°F (2°C)	6 hours	16 hours

† 50% relative humidity. **Note:** Refer to product listings on www.nsf.org for specific potable water return to service information. Curing time will vary with surface temperature, humidity and film thickness. **Ventilation:** When used in enclosed areas, provide adequate ventilation during application and cure.

Note: For faster curing, low humidity and low-temperature applications, add No. 44-710 Urethane Accelerator (see separate product data sheet). **Note:** For cure times to immersion service, reference the specified Tnemec interior topcoat product data sheet.

VOLATILE ORGANIC COMPOUNDS

Unthinned: 0.74 lbs/gallon (89 grams/litre)**Thinned 15% (No. 49 Thinner):** 0.74 lbs/gallon (89 grams/litre)**Thinned 10% (No. 3 Thinner):** 1.57 lbs/gallon (188 grams/litre)**Thinned 10% (No. 2 Thinner):** 1.56 lbs/gallon (187 grams/litre)

HAPS

Unthinned: 1.68 lbs/gal solids**Thinned 15% (No. 49 Thinner):** 1.68 lbs/gal solids**Thinned 10% (No. 3 Thinner):** 1.72 lbs/gal solids**Thinned 10% (No. 2 Thinner):** 2.84 lbs/gal solids

THEORETICAL COVERAGE

996 mil sq ft/gal (24.4 m²/L at 25 microns). See APPLICATION for coverage rates.

NUMBER OF COMPONENTS

One

PACKAGING

5 gallon (18.9L) pails (yielding 3 gallons) and 1 gallon (3.79L) cans.

NET WEIGHT PER GALLON

24.92 ± 0.60 lbs (11.30 ± 0.27 kg)

STORAGE TEMPERATURE

Minimum 20°F (-7°C) Maximum 110°F (43°C)

TEMPERATURE RESISTANCE

Dry (Continuous) 250°F (121°C) Intermittent 300°F (149°C)

SHELF LIFE

9 months at recommended storage temperature.

HYDRO-ZINC® | SERIES 94-H₂O

Item 3.

FLASH POINT - SETA
HEALTH & SAFETY

82°F (28°C)

Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Safety Data Sheet for important health and safety information prior to the use of this product.
Keep out of the reach of children.

APPLICATION

COVERAGE RATES

	Dry Mils (Microns)	Wet Mils (Microns)	Sq Ft/Gal (m ² /Gal)
Suggested	3.0 (75)	5.0 (125)	331 (30.8)
Minimum	2.5 (65)	4.0 (100)	398 (37.0)
Maximum	3.5 (90)	5.5 (140)	284 (26.4)

Allow for overspray and surface irregularities. Wet film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. Reference the NSF website at www.nsf.org for details on the maximum allowable DFT.

MIXING

Stir thoroughly making sure no pigment remains on the bottom of the can. Use an air-driven power mixer and keep material under constant agitation while mixing. Do not use material beyond pot life limits.

THINNING

For air spray, thin up to 15% or 1 1/4 pints (570 mL) per gallon with No. 49 Thinner or thin up to 10% or 3/4 pint (380 mL) per gallon with No. 2 or No. 3 Thinner. (Use No. 2 if ambient temperatures are below 80°F (27°C) and No. 3 if above 80°F (27°C).) For brush or roller, thin up to 5% or 1/4 pint (190 mL) per gallon with No. 49 Thinner or thin up to 10% or 3/4 pint (380 mL) per gallon with No. 2 or No. 3 Thinner. Thinning is normally not required for airless spray. **Note:** No. 49 Thinner may be used where VOC restrictions apply. **Caution: Series 94-H₂O certification is based on thinning with No. 49, No. 2 or No. 3 Thinner. Use of any other thinner voids NSF/ANSI/CAN Std. 61 certification.**

POT LIFE

8 hours at 77°F (25°C) and 50% R.H.

Caution: This product cures with moisture acting as a catalyst. Incorporation of moisture or moisture laden air (humidity) during use will shorten pot life. Avoid continual agitation at high RPM. When feasible keep containers of mixed material covered during use.

APPLICATION EQUIPMENT

Note: When intermediate and finish coats are white or light colors, best hiding of this dark color primer can be achieved by spray application; or when roller applied, by using 1/4" nap covers.

Air Spray

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
DeVilbiss JGA ‡	E	704 or 765	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	40-50 psi (2.8-3.4 bar)	10-20 psi (0.7-1.4 bar)

‡ (with heavy mastic spring) Low temperatures or longer hoses will require additional pressure. Use pressure pot equipped with an agitator and keep pressure pot at same level or higher than the spray gun. Compressed air must be dry.

Airless Spray

Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
0.015"-0.019" (380-481 microns) Reversible Tip	3000-4000 psi (207-276 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

Roller: Use a 1/4" or 3/8" (6.4 mm or 9.5 mm) synthetic woven nap roller cover. Stir material frequently or keep under agitation to prevent settling.

Brush: Use high quality natural or synthetic bristle brushes.

SURFACE TEMPERATURE

Minimum 35°F (2°C) Maximum 140°F (60°C) Maximum for Brush & Roller 120°F (49°C)

The surface should be dry and at least 5°F (3°C) above the dew point. **Note:** Series 44-710 Accelerator must be used if the surface temperature is 35°F to 60°F (2°C to 16°C) and 20% to 40% relative humidity. Please reference Technical Bulletin 98-14 for more information.

AMBIENT HUMIDITY

Minimum 20% Maximum 90%

CLEANUP

Flush and clean all equipment immediately after use with the recommended thinner or xylene or, when required by SCAQMD regulations, No. 49 Thinner.

CAUTION

Series 94-H₂O, with one-component configuration, prevents the product's ability to offer "dry-fall" characteristics.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

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POTA-POX® PLUS SERIES N140

INTERIOR STRIPE COAT

PRODUCT PROFILE

GENERIC DESCRIPTION

Polyamidoamine Epoxy

COMMON USAGE

Innovative potable water coating which offers high-build edge protection and allows for application at a wide range of temperatures (down to 35°F or 2°C with 44-700 Accelerator). For use on the interior and exterior of steel or concrete tanks, reservoirs, pipes, valves, pumps and equipment in potable water service.

COLORS

1211 Red, 1255 Beige, 00WH Tnemec White, 15BL Tank White, 35GR Black and 39BL Delft Blue. **Note:** Epoxies chalk with extended exposure to sunlight. Lack of ventilation, incomplete mixing, miscatalyzation or the use of heaters that emit carbon dioxide and carbon monoxide during application and initial stages of curing may cause yellowing to occur.

SPECIAL QUALIFICATIONS

Certified by **NSF International** in accordance with **ANSI/NSF Std. 61**. Series N140 manufactured by Tnemec Company in Kansas City, Missouri or Baltimore, Maryland; ambient air cured (with or without 44-700 Epoxy Accelerator) is qualified for use on tanks and reservoirs of 1,000 gallons (3,785 L) capacity or greater, pipes 18 inches (46 cm) in diameter or greater, valves four (4) inches (10 cm) in diameter or greater and fittings four (4) inches (10 cm) in diameter or greater. Series N140 manufactured by Tnemec Coatings in Shanghai, China; ambient air cured (with or without 44-700 Epoxy Accelerator) is qualified for use on pipes 18 inches (46 cm) in diameter or greater, valves four (4) inches (10 cm) in diameter or greater and fittings four (4) inches (10 cm) in diameter or greater.

Certified by **NSF International** in accordance with **NSF/ANSI/CAN Std. 61** and the extraction requirements of **NSF/ANSI/CAN 600** for use as a primer or intermediate coat with any Tnemec NSF certified primer and topcoat coating system provided the primer, intermediate and topcoat meet their certified end uses. Series N140 is qualified for use on tanks and reservoirs of 500 gallons (1892 L) capacity or greater. Reference Tnemec's certified product listing at www.nsf.org for details on the maximum allowable DFT.

Conforms to **AWWA D102 Inside Systems No. 1 and No. 2** (with or without 44-700). Conforms to **AWWA C210** (without 44-700). Contact your Tnemec representative for systems and additional information.

A two-coat and three-coat system of Series N140 meets the requirements of **AWWA C550** Protective Interior Coatings for Valves and Hydrants.

COATING SYSTEM

SURFACER/FILLER/PATCHER

Series 215, 217, 218

PRIMERS

Self-priming, Series 22, 91-H₂O, 94-H₂O, L140, L140F, N140F, V140, V140F, 141

TOPCOATS

Interior: Series 22, FC22, L140, L140F, N140, N140F, V140, V140F, 141, 264, 265, 406.

Exterior: Series 22, 27, 27WB, 30, 66, L69, L69F, N69, N69F, V69, V69F, 72, 73, 118, L140, L140F, N140, N140F, V140, V140F, 141, 156, 157, 161, 180, 181, 446, 700, V700, 701, V701, 740, 750, 1026, 1028, 1029, 1074, 1074U, 1075, 1075U, 1077, 1078, 1078V, 1080, 1081, 1094, 1095, 1096, 1224. **Note:** When topcoating with Series 700, V700, 701 or V701, an intermediate coat of Series 73, 1075, 1075U, 1095 or 1096 is required. **Note:** The following recoat times apply for Series N140: Immersion Service—Surface must be scarified by blasting with fine abrasive after 60 days. Atmospheric Service—After 60 days, scarification or an epoxy tie-coat is required. When topcoating with Series 740 or 750, recoat time for N140 is 21 days. **Note:** When topcoating with Series 406, recoat times will vary with temperature. Reference the Series 406 product data sheet for specific recoat times. Contact your Tnemec representative for specific recommendations.

SURFACE PREPARATION

STEEL

Immersion Service: SSPC-SP10/NACE 2 Near-White Blast Cleaning or ISO Sa 2 1/2 Very Thorough Blast Cleaning with a minimum angular anchor profile of 1.5 mils.

Non-Immersion Service: SSPC-SP6/NACE 3 Commercial Blast Cleaning or ISO Sa 2 Thorough Blast Cleaning with a minimum angular anchor profile of 1.5 mils. **Note:** Commercial Blast Cleaning generally produces the best coating performance for this exposure. If conditions will not permit this, in moderate exposures Series N140 may be applied to SSPC-SP2 or SP3 Hand or Power Tool Cleaned surfaces (SSPC Rust Grade Condition C).

CAST/DUCTILE IRON

All external surfaces of ductile iron pipe and fittings shall be delivered to the application facility without asphalt or any other protective lining on the exterior surface. All oils, small deposits of asphalt paint, grease, and soluble deposits should be removed and uniformly abrasive blasted using angular abrasive in accordance with NAF 500-03-04: External Pipe Surface condition. When viewed without magnification, the exterior surfaces shall be free of all visible dirt, dust, loose annealing oxide, rust, mold coating and other foreign matter. Any area where rust reappears before application shall be reblasted. The surface shall contain a minimum angular anchor profile of 1.5 mils (38.1 microns) (Reference NACE RP0287 or ASTM D 4417, Method C).

CONCRETE

Allow new cast-in-place concrete to cure a minimum of 28 days at 75°F (24°C). Verify concrete dryness in accordance with ASTM F 1869 "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride" (moisture vapor transmission should not exceed three pounds per 1,000 square feet in a 24 hour period), F 2170 "Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes" (relative humidity should not exceed 80%), or D 4263 "Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method" (no moisture present). Prepare concrete surfaces in accordance with NACE No. 6/SSPC-SP13 Joint Surface Preparation Standards and ICRI Technical Guidelines. Abrasive blast, shot-blast, water jet or mechanically abrade concrete surfaces to remove laitance, curing compounds, hardeners, sealers and other contaminants and to provide an ICRI-CSP 2-3 surface profile. Large cracks, voids and other surface imperfections should be filled with a recommended filler or surfacer.

PRIMED SURFACES

Immersion Service: Scarify the Series N140 prime coat by brush-blasting with fine abrasive before topcoating if: (a) the Series N140 prime coat has been in exterior exposure for 60 days or longer and Series 66, L69, L69F, N69, N69F, V69, V69F, L140, L140F, N140, N140F, V140, V140F or 161 is the specified topcoat; (b) the Series N140 prime coat has been in exterior exposure for 7 days or longer and Series 264 or 265 is the specified topcoat.

ALL SURFACES

Must be clean, dry and free of oil, grease and other contaminants.

POTA-POX® PLUS | SERIES N140

Item 3.

TECHNICAL DATA

VOLUME SOLIDS
RECOMMENDED DFT

67.0 ± 2.0% (mixed—A, B & 44-700 Epoxy Accelerator) †

2.0 to 10.0 mils (50 to 225 microns) per coat. **Note:** Dry film thickness that exceeds published recommendations but is in compliance with SSPC PA-2 and ANSI/NSF Std. 61 certifications, is acceptable. **Note:** The number of coats and thickness requirements will vary with substrate, application method and exposure. Contact your Tnemec representative.

CURING TIME AT 5 MILS DFT

Without 44-700 Accelerator:

Temperature	To Handle	To Recoat	Immersion
90°F (32°C)	5 hours	7 hours	7 days
80°F (27°C)	7 hours	9 hours	7 days
70°F (21°C)	9 hours	12 hours	7 days
60°F (16°C)	16 hours	22 hours	9 to 12 days
50°F (10°C)	24 hours	32 hours	12 to 14 days

Curing time varies with surface temperature, air movement, humidity and film thickness.

Pipes, valves and fittings: A minimum of 30 days cure at 75°F (24°C) is required. Series N140 may be applied up to 24 mils (610 microns) DFT when cured for 120 days prior to immersion (Kansas City manufactured material). Refer to product listing on www.nsf.org for specific potable water return to service information. **Ventilation:** When used in enclosed areas, provide adequate ventilation during application and cure. **Note:** For faster curing and low temperature applications, add No. 44-700 Epoxy Accelerator, see separate product data sheet for cure information.

VOLATILE ORGANIC COMPOUNDS

Unthinned: 2.4 lbs/gallon (285 grams/litre)**Thinned 5% (#60):** 2.6 lbs/gallon (311 grams/litre)**Thinned 10% (#4):** 2.8 lbs/gallon (334 grams/litre) †

HAPS

Unthinned: 2.4 lbs/gal solids **Thinned 5% (#60):** 2.4 lbs/gal solids**Thinned 10% (#4):** 3.3 lbs/gal solids

THEORETICAL COVERAGE

1,070 mil sq ft/gal (27.2 m²/L at 25 microns). See APPLICATION for coverage rates. †

NUMBER OF COMPONENTS

Two: Part A (amine) and Part B (epoxy) — One (Part A) to one (Part B) by volume.

PACKAGING

	Part A	Part B	Yield (mixed)
Large Kit	5 gallon pail	5 gallon pail	10 gallons (37.9 L)
Small Kit	1 gallon can	1 gallon can	2 gallons (7.6 L)

Reference 44-700 Epoxy Accelerator product data sheet for its packaging information.

NET WEIGHT PER GALLON

12.66 ± 0.25 lbs (5.82 ± 0.11 kg) (mixed) †

STORAGE TEMPERATURE

Minimum 20°F (-7°C) Maximum 110°F (43°C)

TEMPERATURE RESISTANCE

(Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)

SHELF LIFE

Part A: 24 months; Part B: 12 months at recommended storage temperature.

FLASH POINT - SETA

Part A: 82°F (28°C) Part B: 80°F (27°C) 44-700: None

HEALTH & SAFETY

Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.

Keep out of reach of children.

APPLICATION

COVERAGE RATES

	Dry Mils (Microns)	Wet Mils (Microns)	Sq Ft/Gal (m ² /Gal)
Suggested	6.0 (150)	9.0 (230)	179 (16.6)
Minimum	2.0 (50)	3.0 (75)	537 (49.9)
Maximum	10.0 (225)	15.0 (375)	107 (10.0)

Note: Roller or brush application requires two or more coats to obtain recommended film thickness. Allow for overspray and surface irregularities. Wet film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. Reference the NSF website at www.nsf.org for details on the maximum allowable DFT. †

MIXING

Start with equal amounts of Series N140 Parts A and B. Power mix contents of each container separately, making sure no pigment remains on the bottom. Pour a measured amount of Part B into a clean container large enough to hold both components. If Series 44-700 is not being used, proceed with mixing and add an equal volume of Part A to Part B while under agitation. Continue agitation until the two components are thoroughly mixed. **Note:** Both components must be above 50°F (10°C) prior to mixing. For optimum mixing and application properties, the material should be above 60°F (16°C).

If using Series 44-700 accelerator, slowly add four (4) fluid ounces of 44-700 per gallon to Series N140 Part A material while under agitation and proceed with adding Part B. **Note:** The use of more than the recommended amount of 44-700 will adversely affect performance.

Thin by volume and thoroughly mix. Failure to thoroughly mix the Part A and Part B components prior to thinning can affect product's gloss and performance. Do not use mixed material beyond pot life limits. **Note:** For application of the unaccelerated version to surfaces between 50°F to 60°F (10°C to 16°C) or the accelerated version to surfaces between 35°F to 50°F (2°C to 10°C), allow mixed material to stand 30 minutes and restir before using.

THINNING

Use No. 4 or No. 60 Thinner. For air spray, thin up to 10% or 3/4 pint (380 mL) per gallon with No. 4 Thinner or thin up to 5% or 1/4 pint (190 mL) per gallon with No. 60 Thinner. For airless spray, roller or brush, thin up to 5% or 1/4 pint (190 mL) per gallon. **Caution: Series N140 NSF certification is based on thinning with No. 4 or No. 60 Thinner for tanks and only No. 60 Thinner for pipe, valves and fittings.** Use of any other thinner voids ANSI/NSF Std. 61 certification.

POT LIFE

Without 44-700 6 hours at 50°F (10°C) 4 hours at 75°F (24°C) 1 hour at 100°F (38°C)
With 44-700 2 hours at 50°F (10°C) 1 hour at 75°F (24°C) 30 minutes at 100°F (38°C)

POTA-POX® PLUS | SERIES N140

Item 3.

SPRAY LIFE

Without 44-700: 1 hour at 77°F (25°C) With 44-700: 30 minutes at 75°F (24°C)

Note: Spray application after listed times will adversely affect ability to achieve recommended dry film thickness.

APPLICATION EQUIPMENT

Air Spray

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
DeVilbiss JGA	E	765 or 704	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	50-80 psi (3.4-5.5 bar)	10-20 psi (0.7-1.4 bar)

Airless Spray

Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
0.015"-0.019" (380-485 microns)	3000-4800 psi (207-330 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)

Low temperatures or longer hoses require higher pot pressure. Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

Roller: Use 3/8" or 1/2" (9.5 mm to 12.7 mm) synthetic woven nap roller cover. Use longer nap to obtain penetration on rough or porous surfaces.**Brush:** Recommended for small areas only. Use high quality natural or synthetic bristle brushes.

SURFACE TEMPERATURE

Without 44-700: Min. 50°F (10°C), Max. 135°F (57°C) With 44-700: Min. 35°F (2°C), Max. 135°F (57°C)

The surface should be dry and at least 5°F (3°C) above the dew point. Coating will not cure below minimum surface temperature.

CLEANUP

Flush and clean all equipment immediately after use with the recommended thinner or MEK.

† Values may vary with color.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

Tnemec Company, Inc. 6800 Corporate Drive Kansas City, Missouri 64120-1372 +1 816-483-3400 www.tnemec.com



EPOXOLINE SERIES 22

INTERIOR FINISH

PRODUCT PROFILE

GENERIC DESCRIPTION

Modified Polyamine Epoxy

COMMON USAGE

An advanced generation, 100% solids, high-build epoxy for the protection of steel and concrete. It provides excellent resistance to abrasion and is suitable for immersion service in potable water and wastewater environments. Specialized curing mechanism allows for faster cure response with airless spray application.

COLORS

WH11 Off-White, 1218 Light Blue, 1255 Beige

FINISH

Semi-Gloss

SPECIAL QUALIFICATIONS

Series 22-WH11 Off-White, 22-1218 Light Blue and 22-1255 Beige are certified by **NSF International** in accordance with **NSF/ANSI/CAN Std. 61** and the extraction requirements of **NSF/ANSI/CAN 600**. Reference Tnemec's certified product listing at www.nsf.org for details on the maximum allowable DFT. Series 22 conforms to **AWWA C 210**.

This product is part of a coating system tested in accordance with ISO 12944-6 (2018). Contact your Tnemec representative for coating system test results.

COATING SYSTEM

SURFACER/FILLER/PATCHER

Series 215, 217, 218

PRIMERS

Steel: Self-priming, 21, 66, L69, L69F, N69, N69F, 90-97, H90-97, 90G-1K97, 91-H₂O, 94-H₂O, 98-H₂O, L140, L140F, N140, N140F, V140, V140F, 161. **Note:** The following maximum recoat time applies: over Series 21, 14 days; over Series 66, L69, N69, L140, N140, V140 or 161, 60 days; over Series L69F, N69F, V69F, L140F, N140F or V140F, 30 days; Series 98-H₂O, 1 year. If the maximum recoat time has been exceeded, the primed surface must be scarified prior to topcoating with Series 22.

TOPCOATS

Series 73, 700, V700, 701, V701, 1028, 1029, 1074, 1074U, 1075, 1075U, 1080, 1081, 1094, 1095, 1096. **Note:** Series 22 exterior (sunlight) exposed for longer than maximum recoat requires scarification by abrasive blasting prior to topcoating.

SURFACE PREPARATION

STEEL

Non-Immersion Service: SSPC-SP6/NACE 3 Commercial Blast Cleaning with a minimum angular anchor profile of 3.0 mils.

Immersion Service: SSPC-SP10/NACE 2 Near-White Blast Cleaning with a minimum angular anchor profile of 3.0 mils.

Enclosed, Protected & Mild Environments: Contact your Tnemec representative or Tnemec Technical Service.

DUCTILE IRON

All external surfaces of ductile iron pipe and fittings shall be delivered to the application facility without asphalt or any other protective lining on the exterior surface. All oils, small deposits of asphalt paint, grease, and soluble deposits should be removed and uniformly abrasive blasted using angular abrasive in accordance with NAF 500-03-04: External Pipe Surface condition. When viewed without magnification, the exterior surfaces shall be free of all visible dirt, dust, loose annealing oxide, rust, mold coating and other foreign matter. Any area where rust reappears before application shall be reblasted. The surface shall contain a minimum angular anchor profile of 3.0 mils (76.2 microns) (Reference NACE RP0287 or ASTM D 4417, Method C).

CONCRETE

Allow new cast-in-place concrete to cure a minimum of 28 days at 75°F (24°C). Verify concrete dryness in accordance with ASTM F 1869 "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride" (moisture vapor transmission should not exceed three pounds per 1,000 sq ft in a 24 hour period), F 2170 "Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes" (relative humidity should not exceed 80%), or D 4263 "Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method" (no moisture present). Prepare concrete surfaces in accordance with NACE No. 6/SSPC-SP13 Joint Surface Preparation Standards and ICRI Technical Guidelines. Abrasive blast, shot-blast, water jet or mechanically abrade concrete surfaces to remove laitance, curing compounds, hardeners, sealers and other contaminants and to provide a minimum ICRI-CSP 5 surface profile. Large cracks, voids and other surface imperfections should be filled with a recommended filler or surfer.

ALL SURFACES

Must be clean, dry and free of oil, grease, chalk and other contaminants.

TECHNICAL DATA

VOLUME SOLIDS

100% (mixed) †

RECOMMENDED DFT

16 to 40 mils (400 to 1015 microns). **Note:** For multiple coat applications a minimum 12.0 mils (305 microns) per coat is required. **Note:** Reference the NSF website at www.nsf.org for details on the maximum allowable DFT.

CURING TIME

Temperature	To Touch	Dry Through	Minimum to Recoat	Return to Service	Maximum to Recoat
95°F (35°C)	2 1/2 hours	5 1/2 hours	4 hours	5 days	7 days
75°F (24°C)	7 hours	18 hours	16 hours	5 days	7 days
50°F (10°C)	24 hours	27 hours	32 hours	7 days	7 days

Note: These cure times are based on 20.0 mil (500 micron) dry film thickness. Cure time varies with surface temperature, air movement, humidity, and film thickness. **Ventilation:** When used as a tank lining or in enclosed areas, provide adequate ventilation during application and cure.

VOLATILE ORGANIC COMPOUNDS

Unthinned: 0.10 lbs/gallon (12 grams/litre)
Thinned 5%: 0.44 lbs/gallon (52 grams/litre) †

HAPS

Unthinned: 0.0 lbs/gal solids
Thinned 5%: 0.37 lbs/gal solids

THEORETICAL COVERAGE

1,604 mil sq ft/gal (39.4 m²/L at 25 microns). See APPLICATION for coverage rates. †

NUMBER OF COMPONENTS

Two: Part A (polyamine) and Part B (epoxy)

MIXING RATIO

By volume: One (Part A) to one (Part B).

EPOXOLINE | SERIES 22

Item 3.

PACKAGING

	PART A	PART B	When Mixed
Large Kit	5 gallon pail	5 gallon pail	10 gallons (37.85 L)
Medium Kit	6 gallons pail (partial fill)	3 gallon can (partial fill)	5 gallons (15.14 L)
Small Kit	1 gallon can (partial fill)	1 gallon can (partial fill)	1 gallon (3.79 L)

Large kit offered for plural component application.

NET WEIGHT PER GALLON

12.70 ± 0.25 lbs (5.76 ± 0.11 kg) (mixed) †

STORAGE TEMPERATURE

Minimum 20°F (-6°C) Maximum 110°F (43°C)

TEMPERATURE RESISTANCE

(Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)

SHELF LIFE

Part A: 12 months and Part B: 12 months at recommended storage temperature.

FLASH POINT - SETA

Part A and Part B: >200°F (97°C)

HEALTH & SAFETY

Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.

Keep out of the reach of children.

APPLICATION

COVERAGE RATES

	Dry Mils (Microns)	Wet Mils (Microns)	Sq Ft/Gal (m²/Gal)
Minimum	16.0 (400)	16.0 (400)	100 (9.3)
Suggested	30.0 (760)	30.0 (760)	53 (5.0)
Maximum	40.0 (1015)	40.0 (1015)	40 (3.7)

Allow for overspray and surface irregularities. Film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance.

MIXING

Mix the entire contents of Part A and Part B separately. Scrape all of the Part A and Part B into a suitable container by using a flexible spatula. Use a variable speed drill with a PS Jiffy blade and mix the blended components for a minimum of two minutes. Apply the mixed material within the spray or pot life limits after agitation. For optimum application characteristics, material temperature should be between 70°F (21°C) and 80°F (27°C). **Note:** A large volume of material will gel quickly if not applied or reduced in volume.

Caution: Do not reseal mixed material. An explosion hazard may be created.

THINNING

May thin up to 5% or 6 fluid ounces per gallon with No. 2 Thinner. DO NOT thin in areas with strict extractable regulations for potable water.

SPRAY LIFE

Unthinned: 25 minutes at 75°F (24°C)

Thinned 5%: 1 hour at 75°F (24°C) 30 minutes at 90°F (32°C)

APPLICATION EQUIPMENT

Airless Spray

Spray Gun	Pump Size	Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
Graco XHF, XTR7 or WIWA 500F	X60 or X70	0.019"-0.023" (483-585 microns)	5500-6000 psi (379-413 bar)	See Below	N/R

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

Note: Remove all filters. Material needs to be gravity fed through a material hopper. Material will not feed through a suction tube. **Note:** If mixed material temperature in mass exceeds 150°F (66°C), immediately purge all spray equipment and flush and clean with solvent.

In areas with strict extractable limitations in potable water and thinning is not permitted:

Material Hose ID (Nominal 200 feet): Attach a 150' x ¾" ID material hose to the pump. Attach a 50' x ½" ID material hose to the ¾" ID material hose. Attach 6' x 3/8" ID whip hose to the 50' x ½" ID material hose.

In areas where thinning is allowed:

Material Hose ID (Nominal 200'): Attach up to 200' x 3/8" hose to the pump. Attach a 3' x ¼" whip hose to the 3/8" hose.

Plural Component Application: Contact Tnemec Technical Service for detailed equipment requirements.

Brush: Recommended for small areas only. Use high quality natural or synthetic bristle brushes.

Roller: Recommended only for heavily-pitted steel substrates, applications over concrete or as part of the Series 215ML system.

SURFACE TEMPERATURE

Minimum 50°F (10°C) Maximum 130°F (54°C)

The surface temperature should be at least 5°F (3°C) above the dew point. Coating will not cure below minimum surface temperature. To avoid outgassing, concrete temperature should be stable or in a descending temperature mode.

MATERIAL TEMPERATURE

Prior to application, the material temperature should be between 70°F and 80°F (21°C and 27°C). It is suggested the material be stored at these temperatures at least 48 hours prior to use. Temperature will affect the workability. Cool temperatures increase viscosity and decrease workability. Warm temperatures will decrease viscosity and shorten pot life.

HOLIDAY TESTING

If required by the project specifications, holiday testing should be performed in accordance with NACE SP0188. Contact Tnemec Technical Service for voltage recommendations and curing parameters prior to testing.

CLEANUP

Flush and clean all equipment immediately after use with Tnemec No. 4 Thinner. Use Tnemec No. 68 Thinner when needed to comply with VOC regulations.

† Values may vary with color.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

Agency Name City of Republic
Bid Number IFB-001-1-2023/GB



Water Tower Sand Blasting and Painting 2023

		Classic Protective Coatings, Inc.	Cunningham Inc.	Five 12 Painting and Remodeling	Hogan's Inc	Razorback - LLC	Titan Construction Management LLC (dba Titan Civil Construction)	TMI Coatings, Inc.	
174 Tower	Base Bid 1	\$ 405,100.00	\$ 192,000.00	\$ 465,123.00	\$ 166,595.00	\$ 472,000.00	\$ 303,800.00	\$ 359,000.00	priority 1
	Alternate 1.1	\$ 20,000.00	\$ 75,000.00	\$ 81,000.00	\$ 49,500.00	\$ 168,000.00	\$ 14,000.00	\$ 65,000.00	priority 3
	Alternate 1.2	\$ 150,000.00	\$ 87,500.00	\$ 110,600.00	\$ 76,725.00	\$ 155,000.00	\$ 25,000.00	\$ 166,000.00	priority 2
Hines Tower	Base Bid 2	\$ 272,000.00	\$ 136,000.00	\$ 442,024.00	\$ 117,340.00	\$ 422,000.00	\$ 361,800.00	\$ 304,000.00	priority 1
	Alternate 2.1	\$ 20,000.00	\$ 100,000.00	\$ 75,000.00	\$ 50,400.00	\$ 205,000.00	\$ 21,000.00	\$ 70,000.00	priority 1
	Alternate 2.2	\$ 113,000.00	\$ 77,500.00	\$ 89,078.00	\$ 68,880.00	\$ 170,000.00	\$ 25,000.00	\$ 190,000.00	priority 3
	Alternate 2.3	\$ 200,000.00	\$ 120,000.00	\$ 463,676.00	\$ 115,000.00	\$ 647,000.00	\$ 357,800.00	\$ 75,000.00	priority 3
Ground Storage Tank	Base Bid 3	\$ 239,100.00	\$ 140,800.00	\$ 338,074.00	\$ 117,800.00	\$ 260,000.00	\$ 161,000.00	\$ 268,000.00	priority 2
	Alternate 3.1	\$ 175,000.00	\$ 144,700.00	\$ 108,304.00	\$ 152,328.00	\$ 130,000.00	\$ 102,000.00	\$ 288,000.00	priority 3
	Alternate 3.2	\$ 8,000.00	\$ 15,000.00	\$ 28,584.00	\$ 8,000.00	\$ 27,000.00	\$ 16,000.00	\$ 9,000.00	priority 3
	Total Bid	\$ 1,602,200.00	\$ 1,088,500.00	\$ 2,201,463.00	\$ 922,568.00	\$ 2,656,000.00	\$ 1,387,400.00	\$ 1,794,000.00	
	priority 1	\$ 697,100.00	\$ 428,000.00	\$ 982,147.00	\$ 334,335.00	\$ 1,099,000.00	\$ 686,600.00	\$ 733,000.00	
	priority 2	\$ 389,100.00	\$ 228,300.00	\$ 448,674.00	\$ 194,525.00	\$ 415,000.00	\$ 186,000.00	\$ 434,000.00	
	priority 3	\$ 516,000.00	\$ 432,200.00	\$ 770,642.00	\$ 393,708.00	\$ 1,142,000.00	\$ 514,800.00	\$ 627,000.00	
	priority 1 & 2	\$ 1,086,200.00	\$ 656,300.00	\$ 1,430,821.00	\$ 528,860.00	\$ 1,514,000.00	\$ 872,600.00	\$ 1,167,000.00	



City of Republic - Invitation for Bid

Water Tower Sand Blasting and Painting 2023

SEALED BIDS MUST BE PHYSICALLY RECEIVED AT REPUBLIC CITY HALL PRIOR TO 3:00 P.M. on Thursday February 17th. 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 all requested categories, but it is encouraged.
- Bids will be taken to City Council for approval on **March 7th 2023**. Notice to proceed shall follow no later than March 13th 2023. following approval granted by City Council.

DESCRIPTION:

Tower 3 – located at 804 W State Highway 174 Republic MO 65738

Base Bid 1: Sand blasting/removal of existing paint and painting at the water tower. Exterior primer Tnemec series 94H2o, Intermediate coat tnemec series 1094, Finish coat tnemec series 700, or approved equal. Application of 18-22ft Logo as shown on next page, two sides. Provide DNR report on tank condition.

Alternate #1.1: Provide containment structure during sandblasting operation.

Alternate #1.2: Painting of inside of Water Tower

Tower 4 – located at 690 E Hines St. Republic MO 65738

Base Bid 2: Sand blasting/removal of existing paint and painting at the water tower. Exterior primer Tnemec series 94H2o, Intermediate coat tnemec series 1094, Finish coat tnemec series 700, or approved equal. Application of 18-22ft Logo as shown on next page, two sides. Provide DNR report on tank condition.

Alternate #2.1: Provide containment structure during sandblasting operation.

Alternate #2.2: Painting of inside of Water Tower

Alternate #2.3: providing base bid and Alternate 2.1 without Removal of communication Antennas

Ground Storage Tank – located at 333 S Cottonwood Ave. Republic MO, 65738

Base Bid 3: Sand blasting/removal of existing paint and painting at the Ground Storage Tank. Exterior primer Tnemec series 94H2o, Intermediate coat tnemec series 1094, Finish coat tnemec series 700, or approved equal. Provide DNR report on tank condition.

Alternate #3.1: Painting inside of Ground Storage Tank

Alternate #3.2: Application of 18-22ft Logo as shown on next page, two sides.

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 March 7, 2023 for approval, with Notice to Proceed to follow no later than March 13th 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.

City Logo to be painted on Tower/Tank. 18-22ft diameter. 2 sides



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, on 3:00 P.M. on Thursday February 17th. All Bidders (individually, “Bidder”; collectively, “Bidders”) and/or their authorized representative(s) are permitted to attend the opening of the Bids.
02. **IFB Delivery Requirements:** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have their Bid delivered to Republic City Hall for receipt on or before the due date and time indicated.
- a. If a Bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to Republic City Hall.
 - b. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected.
 - c. Arrangements may be made for their return at the Bidder’s request and expense.
 - d. Bids may be mailed to Republic City Hall and accepted if the signed Bid form and required information was mailed and received prior to the due date and time.
 - e. Bids sent by email will not be accepted.
- Sealed and Marked:** If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the **IFB project name clearly indicated on the outside of the mailing envelope and addressed to:**
- City of Republic**
C/O City Clerk, Laura Burbridge
213 N. Main
Republic MO 65738
03. **Legal Name and Signature:** Bids shall clearly indicate the legal name, address, and telephone number of the Bidder (company, firm, corporation, partnership, or individual).
- a. Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page.
 - b. The signer shall have the authority to bind the Bidder to the submitted Bid.
 - c. Failure to properly sign the Bid form shall invalidate the Bid, and it shall not be considered for award.
04. **Corrections:** No erasures are permitted.
- a. In the event a correction is necessary, in order for the City to consider the correction, the following formatting must be applied:
 1. A single line (strike-through) to the entered text needing correction, and
 2. The corrected text written above the strike-through text, and
 3. The signer(s) of the Bid must initial all corrections.
05. **Clarification and Addenda:** Bidders are expected to examine all documents attached to and/or provided by the City with this IFB, and prior to submitting any Bid in response to this IFB, make any necessary and/or reasonable inquiries of the City to ensure all such Bidders understand the entirety of the documents.
- a. Any inquiries or suggestions concerning interpretation, clarification, or other additional information pertaining to the IFB shall be made through the listed City contact in writing (email is permitted).
 - b. The City of Republic shall not be responsible for verbal interpretations or other information given by any individual purporting to be employed by or otherwise representing the City.
 - c. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.
 - d. It shall be the responsibility of each Bidder, prior to submitting their Bid, to direct any inquiries to the listed City contact.

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

13. **Right to Protest:** Appeals and remedies are provided for in the City Procurement Regulations.
 - a. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.
 - b. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

14. **Ethical Standards Applicable:** With respect to this IFB, if any Bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such Bidder will be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids.

15. **Collusion Absolutely Prohibited:** All Bidders offering a submission in response to this IFB hereby expressly acknowledge and certify that they have not divulged, discussed, or compared their Bid to the Bids of any other Bidder(s), and further that they have not colluded or conspired with any other Bidder or parties to this IFB, to violate the terms and conditions governing submission of responses to this IFB whatsoever. All Bidders offering a submission in response to this IFB additionally promise that:
 - a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.
 - b. Any prices and/or cost data submitted have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor.
 - c. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
 - d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in any contract awarded under this IFB. No person or agency has been employed or retained to solicit or secure the contract awarded under this IFB upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

16. **Contract Forms:** Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.

17. **Liability and Indemnity:**
 - a. In no event shall the City be liable to the successful Bidder for special, indirect, liquidated, incidental, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of any agreement or contract under the terms of this IFB. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under any agreement or contract awarded under the terms of this IFB.
 - b. The successful Bidder shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays, expenses, and claims, caused or allegedly caused by, or arising out of or related in any way whatsoever to (1) any agreement or contract awarded under this IFB, or (2) the work performed pursuant to such contract or agreement or any subcontract thereunder (the successful Bidder expressly acknowledging and assuming full responsibility for its subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for any other alleged damages.
 - c. The successful Bidder shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

18. **IFB Forms, Variances, and Alternates:** Bids must be submitted on the forms attached to this IFB as provided b

the City; however, additional information may be attached. Bidders must indicate any variances from the 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 m 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

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 3.

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Description of Work	Price
<ul style="list-style-type: none"> Water Tower Sand Blasting and Painting at Tower 3, 4, and Ground Storage Tank. Bid Alternate Price individually, do not add all prices together. All Bids to include: <ul style="list-style-type: none"> Travel Expenses Delivery Costs Administrative costs <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>Base Bid 1 (Tower 3): \$ _____</p> <p>Alternate #1.1: \$ _____</p> <p>Alternate #1.2: \$ _____</p> <p>Base Bid 2 (Tower 4): \$ _____</p> <p>Alternate #2.1: \$ _____</p> <p>Alternate #2.2: \$ _____</p> <p>Alternate #2.3: \$ _____</p> <p>Base Bid 3 (Ground Storage Tank): \$ _____</p> <p>Alternate #3.1: \$ _____</p> <p>Alternate #3.2: \$ _____</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 Tower Sand Blasting and Painting at Well #6 213 N Main Street</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 3.

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

Item 3.

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 _____

By _____

(Authorized Person's Signature)

Company Address _____

Telephone Number _____

Fax Number _____

Date _____

ADDENDA

Offeror acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

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 3.

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.



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-R-13 A Resolution of the City Council Authorizing the Purchase and Safety Equipment Outfitting of Three (3) New Police Department Vehicles.

Submitted By: Brian Sells, Chief of Police

Date: March 7, 2023

Issue Statement

To approve the purchase of three (3) new Police vehicles and outfitting of each vehicle with appropriate safety equipment.

Discussion and/or Analysis

The Republic Police Department would like to purchase three (3) 2023 Ford Interceptors at \$42,798 each from Corwin Ford Republic. This dealership is meeting the State Bid amount on all three vehicles. Each vehicle will be outfitted with the appropriate safety equipment to make them functional.

The Finance Director has reviewed the department's 2023 budget and determined we have the funds available through the Capital Improvement Sales Tax and is recommending the purchase.

Recommended Action

Police Chief Sells recommends approving the purchase and outfitting of three (3) new Police vehicles for the department fleet, not to exceed \$128,394 for the purchase of the vehicles and up to \$31,606 for the necessary safety equipment packages, totaling \$160,000.

RESOLUTION NO. 23-R-13

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE PURCHASE AND SAFETY EQUIPMENT
OUTFITTING OF THREE (3) NEW POLICE DEPARTMENT VEHICLES**

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 desires to purchase three (3) new 2023 Ford Interceptors to fill the needs of the Republic Police Department patrol vehicle fleet, and subsequently outfit the new vehicles with the necessary and appropriate safety equipment; and

WHEREAS, the new vehicles will be purchased in compliance with the Missouri State Bid Purchase Agreement through Corwin Ford; and

WHEREAS, Council finds the new vehicles will improve the safety of the Republic Police Department's officers, the City's residents and the general public, and will assist the Police Department in delivering the highest quality of services to the City.

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

- Section 1.** Corwin Ford, pursuant to the Missouri State Bid Purchase Agreement, is selected to provide three (3) new 2023 Ford Interceptors at the purchase price of \$42,798 each, plus applicable taxes, to the City.
- Section 2.** The purchase price of the three new vehicles shall not exceed a total cost of \$128,394, and the price for the addition of the safety packages to the new vehicles shall not exceed a total cost of \$31,606, for a total not to exceed amount of \$160,000
- Section 3.** The City Administrator, or his designee, on behalf of the City, is authorized to take the necessary steps to implement this Resolution.
- 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:

RESOLUTION NO. 23-R-13

RESOLUTION NO. 23-R-13
Laura Burbridge, City Clerk

Approved as to Form:


Megan McCullough, City Attorney

Final Passage and Vote:



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-03 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri, Title IV “Government Code”, Chapter 405 “Zoning Regulations”, Article 405-I “In General” and Article 405-III “Zoning Districts – Use And Regulations”, Section 405.020 “Definitions”, Section 405.150 “C-1 Local Commercial District Regulations”, Section 405.165 “C-3 General Commercial District”, Section 405.170 “M-1 Light Industrial District Regulations”, And Section 405.180 “M-2 Heavy Industrial District Regulations.”

Submitted By: Chris Tabor, Principal Planner

Date: March 7, 2023

Issue Statement

Consideration to approve Amendments to Chapter 405 Zoning Regulations, specifically 405.020, 405.150, 405.165, 405.170, and 405.180.

Discussion and/or Analysis

The City of Republic is requesting Amendments to Chapter 405 Zoning Regulations– specifically to Sections 405.020 Definitions, 405.150 “C-1” Local Commercial District Regulations, 405.165 “C-3” General Commercial District, 405.170 “M-1” Light Industrial District Regulations, and 405.180 “M-2” Heavy Industrial District Regulations.

Following the legalization of medical marijuana by Missouri voters, City Staff presented code amendments, recommended by the Planning and Zoning Commission and adopted by City Council, providing for the sale and use of marijuana for strictly medical purposes. Last November, Missouri voters opted to amend the Article XIV of the Missouri Constitution by adding provisions for recreational marijuana use by members of the general public aged twenty-one years or older. These changes have ramifications for City law by mandating new uses to be reflected in local zoning ordinances.

The amendments serve the purpose of aligning the City of Republic Municipal Code with the changes to Article XIV of the Missouri State Constitution, by assigning zoning districts for these new uses.

The amendments to Chapter 405 reflect two elements of the changes made to Article XIV of the Missouri Constitution. First, they update the existing definitions relating to medical marijuana. Second, they add the new terms relating to recreational marijuana and integrate the associated uses with appropriate zoning districts. All of the definitions put forth utilize the language of Article XIV of the Missouri Constitution.

The changes to existing medical marijuana definitions are mostly clarifications of language. Of note, are the following items:

- Definitions are now included for “prerolls”, or marijuana cigarettes, which may be produced and sold at “medical marijuana cultivation facilities” and ‘medical marijuana dispensary facilities.”
- Activities for “medical marijuana cultivation facilities” and ‘medical marijuana dispensary facilities” now include not only marijuana but marijuana seeds and marijuana vegetative cuttings, as well.
- A “medical marijuana dispensary facility” may conduct their business anywhere on the licensed property or to any legally allowable address provided by the patient or primary caregiver.

New elements appearing in the code concern the addition of facilities where marijuana may be cultivated, infused, or dispensed for both medical and recreational purposes. There are two new facility-types being introduced – comprehensive facilities and microbusiness facilities. Comprehensive facilities are further broken down into three sub-types:

1. “Comprehensive Marijuana Cultivation Facility” – These facilities are licensed to grow for wholesale marijuana and to produce prerolls for both medical and recreational purposes.
2. “Comprehensive Marijuana Dispensary Facility” – These facilities are licensed for retail sale of marijuana, marijuana-infused products, and prerolls for both medical and recreational purposes.
3. “Comprehensive Marijuana-Infused Products Manufacturing Facility” – These facilities are licensed to manufacture and wholesale marijuana-infused products such as edibles, concentrates, oils, or other forms of marijuana extract for both medical and recreational purposes.

Microbusiness facilities are a separate category of licensing intended to bring social equity to provisioners of marijuana in Missouri. These licenses are assigned to members of an applicant pool who meet certain criteria related to income, marijuana incarceration, disabilities, education, or who reside in a Census Tract exhibiting hardships of a similar nature. Microbusiness facilities are of two sub-types:

1. “Microbusiness Dispensary Facility” – These facilities are licensed for retail sale of marijuana, marijuana-infused products, and prerolls for both medical and recreational purposes.
2. “Microbusiness Wholesale Facility – These facilities are licensed to cultivate up to 250 flowering marijuana plants at any given time, as well to manufacture and wholesale marijuana and marijuana-infused products such as edibles, concentrates, oils, or other forms of marijuana extract for both medical and recreational purposes.

The aforementioned facility types have been assigned to the zoning districts in accordance with the category of activities in which those facilities engage. This amendment proposes the addition of the following uses to the City’s zoning districts:

- Retail Commercial (C-1)
 - Comprehensive Marijuana Dispensary Facility
 - Microbusiness Dispensary Facility
- General Commercial District (C-3)
 - Comprehensive Marijuana Dispensary Facility



- Microbusiness Dispensary Facility
- Light Industrial (M-1)
 - Comprehensive Marijuana-Infused Products Manufacturing Facility
- Heavy Industrial (M-2)
 - Comprehensive Marijuana Cultivation Facility
 - Microbusiness Wholesale Facility

These assignments mirror those previously made for medical marijuana facilities.

Recommended Action

Staff recommends the approval of the referenced Amendment.

AN ORDINANCE OF THE CITY COUNCIL AMENDING THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI, TITLE IV "GOVERNMENT CODE", CHAPTER 405 "ZONING REGULATIONS", ARTICLE 405-I "IN GENERAL" AND ARTICLE 405-III "ZONING DISTRICTS – USE AND REGULATIONS", SECTION 405.020 "DEFINITIONS", SECTION 405.150 "C-1 LOCAL COMMERCIAL DISTRICT REGULATIONS", SECTION 405.165 "C-3 GENERAL COMMERCIAL DISTRICT", SECTION 405.170 "M-1 LIGHT INDUSTRIAL DISTRICT REGULATIONS", AND SECTION 405.180 "M-2 HEAVY INDUSTRIAL DISTRICT REGULATIONS"

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

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

WHEREAS, the voters of the State of Missouri recently approved an amendment to the Missouri Constitution legalizing certain possession, consumption, distribution, production, purchase and sale of marijuana for 'adult use' (herein, "Amendment 3"), effective as of December 8, 2022; and

WHEREAS, the City has identified a need to amend the existing City Municipal Code provisions on zoning regulations in order to ensure conformity with the provisions and purpose(s) of Amendment 3.

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

Section 1: Title I "Government Code", Chapter 405 "Zoning Regulations", Article 405-I "In General" and Article 405-III "Zoning Districts – Use and Regulations", is hereby amended by amending Sections 405.020 "Definitions", 405.150 "C-1 Local Commercial District Regulations", 405.165 "C-3 General Commercial District", 405.170 "M-1 Light Industrial District Regulations", and 405.180 "M-2 Heavy Industrial District Regulations" to read as follows:

405.020 Definitions

- A.** For the purposes of this Chapter, certain terms and words are hereby defined. Words used in the present tense shall include the future; the singular number shall include the plural and the plural the singular; the word "building" shall include the word "structure" and the word "shall" is mandatory and not directory. For the purpose of this Chapter, certain terms and words are to be used and interpreted as defined below:

AGRICULTURAL PROCESSING The initial processing of crop-based agricultural products that is reasonably required to take place in close proximity to the site where such products are produced. Typical uses include grain mills.

AGRICULTURAL SALES AND SERVICE A use primarily engaged in the sale or rental of farm tools and implements, feed and grain, tack, animal care products and farm supplies. This definition

excludes the sale of large implements, such as tractors and combines, but includes food sales and farm machinery repair services that are accessory to the principal use.

AGRICULTURE, GENERAL The use of land for the production of livestock, dairy products, poultry or poultry products.

AGRICULTURE, LIMITED The use of land for the production of row crops, field crops, tree crops or timber.

ALLEY All property dedicated or intended for public or private street purposes or subject to public easements therefore, and less than sixteen (16) feet in width from property line to property line.

BAR OR TAVERN A building or structure devoted primarily to the selling, serving or dispensing for consumption of malt, vinous, or other alcoholic beverages in which the incidental selling or serving of food may also occur. This definition includes any building or structure in which include the brewing, distilling, or vintning of alcoholic beverages is performed therein, so long as such beverages are sold, served, and/or dispensed for retail sale directly to the consumer, and not intended for or put to any wholesale use.

BASEMENT That enclosed part of a building having at least two (2) feet of its height below the average grade of the adjoining ground.

BERM An earthen mound designed to provide visual interest, screen undesirable views, and/or decrease noise.

BOARDING HOUSE or LODGING HOUSE A building, other than a hotel or apartment hotel, where, for compensation and by pre-arrangement for definite periods, lodging, meals, or lodging and meals are provided for three (3) or more persons, but not exceeding twenty (20) persons.

BUFFER Land area typically containing trees, shrubs and other plants, berms, fences or walls and used to visibly separate one (1) use from another or to block noise, lights or other nuisances.

BUILDING Any structure having a roof supported by columns or walls for the shelter or enclosure of persons or property.

BUILDING, HEIGHT OF The vertical distance from the grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the mean height level between eaves and ridge for gable, hip and gambrel roofs.

BULK PLANE A theoretical plane beginning at a lot line, or other locations as set forth in the Code and rising over an acute slope determined by an acute angle measured up from the horizontal point. The bulk plane defines the relationship between the height of a structure and the structure's setback from the lot line.

CARPORT A structure open on at least two (2) sides used for the purpose of providing vehicular protection. Carports shall not be located within side or front yard setbacks.

CLINIC An establishment where patients are not lodged overnight but are admitted for examination and treatment by a group of physicians or dentists practicing medicine together.

CO-LOCATION Locating wireless communications equipment for more than one (1) provider at a single communications facility.

COMPREHENSIVE FACILITY A comprehensive marijuana cultivation facility, comprehensive marijuana dispensary facility, or a comprehensive marijuana-infused products manufacturing facility.

COMPREHENSIVE MARIJUANA CULTIVATION FACILITY A facility licensed by the Missouri Department of Health and Senior Services or its successor agency to acquire, cultivate, process, store on site or off site, transport to or from, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones) to a medical facility, comprehensive facility, or marijuana testing facility. A comprehensive marijuana cultivation facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana. A comprehensive marijuana cultivation facility's authority to process marijuana shall include the creation of prerolls, but shall not include the manufacture of marijuana-infused products.

COMPREHENSIVE MARIJUANA DISPENSARY FACILITY A facility licensed by the Missouri Department of Health and Senior Services or its successor agency to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana to a qualifying patient or primary caregiver, as defined by Article XIV of the Missouri Constitution, or to a consumer, anywhere on the licensed property or to any address as directed by the patient, primary caregiver, or consumer and consistent with the limitations of Article XIV of the Missouri Constitution and as otherwise allowed by law, to a comprehensive facility, a marijuana testing facility, or a medical facility. Comprehensive dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party. A comprehensive marijuana dispensary facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana, but shall collect all appropriate tangible personal property sales tax for each sale, in accordance with Missouri law and with general or local law. A comprehensive marijuana dispensary facility's authority to process marijuana shall include the creation of prerolls.

COMPREHENSIVE MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY A facility licensed by the Missouri Department of Health and Senior Services or its successor agency to acquire, process, package, store, manufacture, transport to or from a medical facility,

comprehensive facility, or marijuana testing facility, and sell marijuana-infused products, prerolls, and infused prerolls to a marijuana dispensary facility, a marijuana testing facility, or another marijuana-infused products manufacturing facility. A comprehensive marijuana-infused products manufacturing facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana.

CONIFER Evergreen trees and shrubs that bear both seeds and pollen on dry scales arranged as a cone.

CONVENIENCE STORE Any building or structure used for the dispensing, sale or offering for sale at retail of any automobile fuels, which may include retail sales, not to include any type of automobile related service or repair.

CULTIVATED LANDSCAPE AREA Planted areas that are frequently maintained by mowing, irrigating, pruning, fertilizing, etc.

DAY CARE

1. **FAMILY DAY CARE HOME:** A family home, occupied by the day care provider, in which family-like care is given to six (6) children or less, not related to the provider, for any part of the twenty-four (24) hour day. The maximum number of children under two (2) years of age shall be three (3).
2. **GROUP DAY CARE HOME:** A family home, occupied by the day care provider, in which family-like care is given to seven (7) but not more than ten (10) children, not related to the provider, for any part of the twenty-four (24) hour day. The maximum number of children under two (2) years of age shall be two (2) unless there is a full-time adult assistant, in which case the maximum number of children under two (2) years shall be four (4).

DAY CARE CENTER Is either:

1. A family home where more than ten (10) children are cared for, not related to the provider, for any part of the twenty-four (24) hour day, or
2. A building other than a family home in which more than four (4) children are cared for, not related to the provider, for any part of the twenty-four (24) hour day.

DECIDUOUS A plant with foliage that is shed annually.

DISTRICT A section or sections in the City of Republic within which the zoning regulations are uniform.

DROPLINE A vertical line extending from the outermost branches of a tree to the ground.

DWELLING A building or portion thereof designed or used exclusively for residential occupancy,

but not including home trailers, mobile homes, hotels, motels, boarding houses and lodging houses, tourist courts or tourist homes.

DWELLING, MULTIPLE A building designed for or occupied exclusively by more than two (2) families.

DWELLING, SINGLE-FAMILY A building designed for or occupied exclusively by one (1) family.

DWELLING, TWO-FAMILY A building designed for or occupied exclusively by two (2) families.

ECOSYSTEM A characteristic assemblage of plant and animal life within a specific physical environment, and all interactions among species, and between species and their environment.

ENTITY A natural person, corporation, professional corporation, non-profit corporation, cooperative corporation, unincorporated association, business trust, limited liability company, general or limited partnership, limited liability partnership, joint venture, or any other legal entity.

EVERGREEN A plant with foliage that persists and remains green year-round.

EXTERIOR STRUCTURAL ALTERATION Any change in the supporting members of a building or structure such as bearing walls or partitions, columns, beams or girders that is visible from the exterior of a building or structure or any substantial change in the roof or in exterior walls of a building or structure.

FAMILY The following living arrangements shall constitute a family for the purposes of this Chapter:

1. One (1) or more persons related by blood, marriage, adoption or custodial relationship living as a single housekeeping unit; or
2. Three (3) or less unrelated persons living as a single housekeeping unit; or
3. Two (2) unrelated persons, plus their biological, adopted or foster children or other minors for whom they have legally established custodial responsibility, living as a single housekeeping unit.

FILLING STATION Any building, structure or land used for the dispensing, sale or offering for sale at retail of any automobile fuels. The sale of oils or accessories, including lubrication of automobiles and replacement and installation of minor parts and accessories, but not including major repair work such as motor replacement, body and fender repair or painting.

FLOOR AREA The square feet of floor space within the outside line of walls and including the total of all space on all floors of a building. It does include porches, garages, or space in a basement or cellar when said basement or cellar space is used for storage or incidental uses.

FRONTAGE The distance along a street line from one (1) intersecting street to another or from one (1) intersecting street to the end of a dead-end street.

FURNISH To issue, sell, give, provide, lend, mail, deliver, transfer, circulate, disseminate, present, exhibit or otherwise provide.

GARAGE, PRIVATE A detached building or portion of a main building housing the automobiles of the occupants of the premises.

GARAGE, PUBLIC A building or portion thereof, other than a private or storage garage, designed or used for equipping, servicing, repairing, hiring, selling, storing or parking motor-driven vehicles. The term "repairing" shall not include an automotive body repair shop nor the rebuilding, dismantling or storage of wrecked or junked vehicles.

GARAGE, STORAGE A building or portion thereof designed or used exclusively for term storage by pre-arrangement of motor-driven vehicles, as distinguished from daily storage furnished transients, and at which motor fuels and oils are not sold, and motor-driven vehicles are not equipped, repaired, hired or sold.

GRADE The average level of the finished surface of the ground for buildings more than five (5) feet from a street line. For buildings closer than five (5) feet to a street line, the grade is the sidewalk elevation at the center of the building. If there is more than one (1) street, an average sidewalk elevation is to be used. If there is no sidewalk, the City Engineer shall establish the sidewalk grade.

GROUND COVER Plants, other than turf grass, normally reaching an average maximum height of not more than twenty-four (24) inches at maturity.

GROUP HOME Any home in which eight (8) or fewer unrelated mentally or physically handicapped person reside and may include two (2) additional persons acting as house parents or guardians who need not be related to each other or to any of the mentally or physically handicapped persons residing in the home.

GUYED TOWERS A communication tower that is supported, in whole or in part, by guy wires and ground anchors.

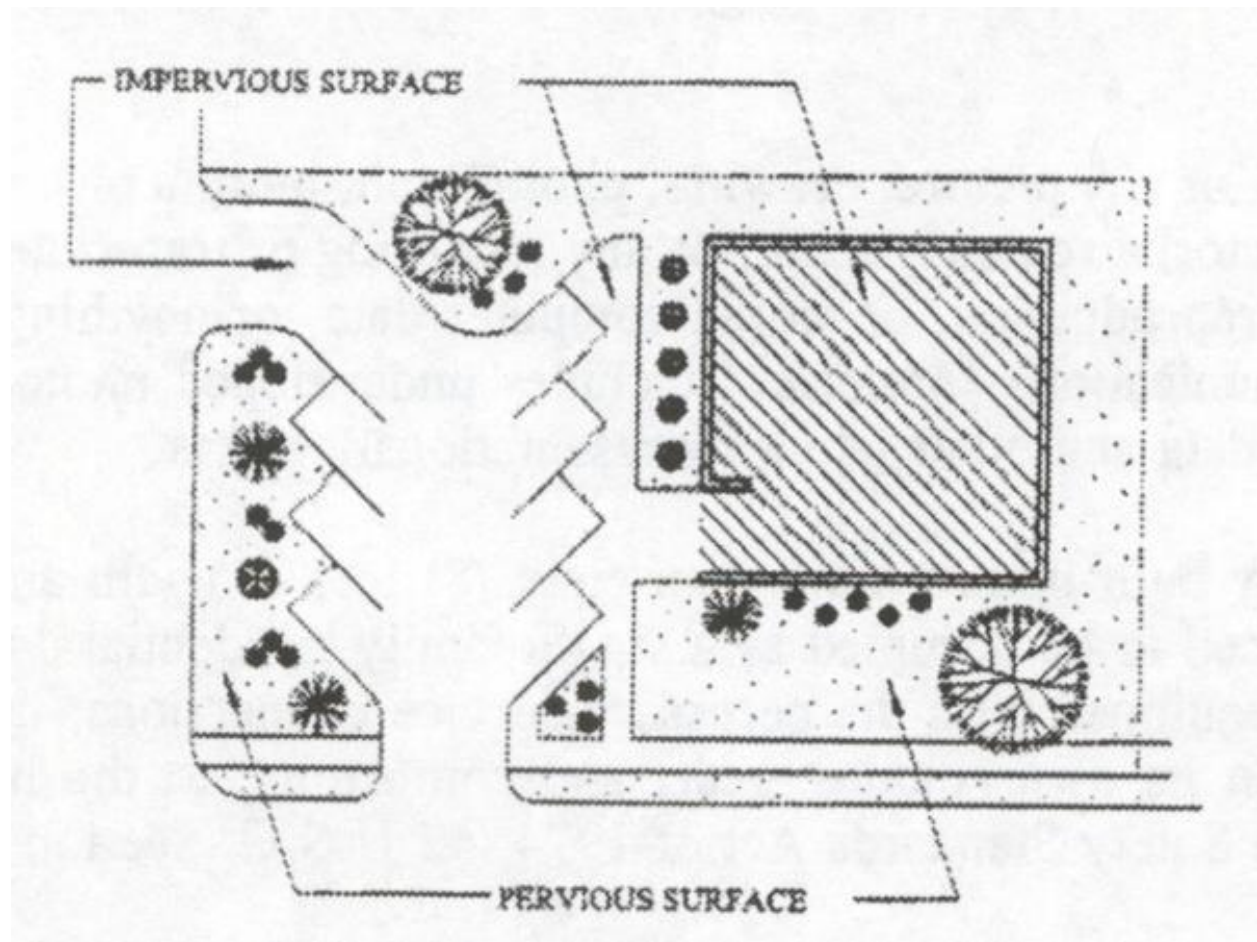
HEDGE A landscape barrier consisting of a continuous, dense planting of shrubs.

HOME OCCUPATION Any occupation or activity which is clearly incidental and secondary to the use of the premises for dwelling purposes and which is carried on wholly within a main building or accessory building by a member(s) of a family residing on the premises.

HOTEL A building in which lodging or boarding and lodging are provided and offered to the public for compensation, and in which ingress and egress to and from all rooms are made through an inside lobby or office supervised by a person in charge at all times. As such, it is open to the public in contradistinction to a boarding house, lodging house, or an apartment house which are herein separately defined.

INFUSED PREROLL A consumable or smokable marijuana product, generally consisting of: (1) a wrap of paper, (2) a dried flower, buds, and/or plant material, and (3) a concentrate, oil or other type of marijuana extract, either within or on the surface of the product. Infused prerolls may or may not include a filter or crutch at the base of the product.

IMPERVIOUS, PERVIOUS SURFACE Any part of a lot that is covered by buildings, structures, parking areas, driveways and any other surfaces which reduce or prevent absorption of stormwater, likewise, a pervious surface is any surface that allows for the absorption of stormwater.



INSTITUTION A non-profit establishment for public use.

IRRIGATION SYSTEM A permanent, artificial watering system designed to transport and distribute water to plants.

LATTICE TOWER A guyed or self-supporting three (3) or four (4) sided, open, steel frame structure used to support telecommunications equipment.

LOADING SPACE A space within the main building or on the same lot, providing for the standing, loading or unloading of trucks, having a minimum dimension of twelve (12) feet by thirty-five (35) feet and a vertical clearance of at least fourteen (14) feet.

LODGING HOUSE or ROOMING HOUSE Same as "Boarding House."

LOT A parcel of land occupied or intended for occupancy by a use permitted in this Chapter, including one (1) main building together with its accessory buildings, the open spaces and parking spaces required by the ordinance, and having its principal frontage upon a street or upon an officially approved place.

LOT OF RECORD A lot which is part of a subdivision, the map of which has been recorded in the office of the Recorder of Deeds of the County of Greene, Missouri, or a parcel of land, the deed of which was recorded in the office of the Recorder of Deeds prior to the adoption of this Chapter.

LOT, CORNER A lot abutting upon two (2) or more streets at their intersection.

LOT, DOUBLE FRONTAGE A lot having a frontage on two (2) non-intersecting streets as distinguished from a corner lot.

MANUFACTURED HOMES Factory-built structures; transportable in one (1) or more sections which are twenty-four (24) feet or more in width and forty-two (42) feet or more in length when assembled; designed to be occupied as a permanent single-family residential dwelling; not constructed or equipped with a permanent hitch or other device intended for the purpose of moving the structure from one place to another, other than for moving to a permanent site from the factory or distributor; has no permanently attached wheels or axles; installed on a permanent foundation; equipped with the necessary service connections; designed, manufactured, and certified to conform to the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. Section 5401).

MARIJUANA or MARIHUANA Cannabis indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the marijuana plant and marijuana-infused products. "Marijuana" or "Marihuana" do not include industrial hemp ~~containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three tenths of one percent (3/10 of 1%) on a dry weight basis,~~ as defined by Article XIV of the Missouri Constitution, or commodities or products manufactured from industrial hemp.

MARIJUANA-INFUSED PRODUCTS Products that are infused, dipped, coated, sprayed, or mixed with marijuana or an extract thereof ~~and are intended for use or consumption other than by smoking~~, including, but not limited to, edible products, ointments, tinctures and concentrates products that are able to be vaporized or smoked, edible products, ingestible products, topical products, suppositories, and infused prerolls.

MARIJUANA MICROBUSINESS FACILITY A facility licensed by the Missouri Department of Health and Senior Services or its successor agency as a microbusiness dispensary facility or a microbusiness wholesale facility, as defined in Article XIV of the Missouri Constitution.

MATERIAL Anything printed or written, or any picture, drawing, photograph, motion picture film, videotape or videotape production, or pictorial representation, or any recording or transcription, or any mechanical, chemical, or electrical reproduction, or stored computer data, or anything which is or may be used as a means of communication. "Material" includes undeveloped photographs, molds, printing plates, stored computer data and other latent representational objects.

MEDICAL MARIJUANA CULTIVATION FACILITY A facility licensed by the Department of Health and Senior Services or its successor agency to acquire, cultivate, process, package, store on site or off site, transport to or from, and sell marijuana, marijuana seeds, and marijuana vegetative cuttings (also known as clones) to a medical marijuana dispensary facility, medical marijuana testing facility, medical marijuana cultivation facility, or to a medical marijuana-infused products manufacturing facility. A medical marijuana cultivation facility's authority to process marijuana shall include the production and sale of prerolls, but shall not include the manufacture of marijuana-infused products.

MEDICAL MARIJUANA DISPENSARY FACILITY A facility licensed by the Department of Health and Senior Services or its successor agency, to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, and marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in the Article XIV ~~of the~~ Missouri Constitution to a qualifying patient, a primary caregiver, anywhere on the licensed property or to any address as directed by the patient or primary caregiver, so long as the address is a location allowing for the legal possession of marijuana, another medical marijuana dispensary facility, a medical marijuana testing facility, a medical marijuana cultivation facility, or a medical marijuana-infused products manufacturing facility. Dispensary facilities may receive transaction orders at the dispensary in person, by phone, or via the internet, including from a third party. A medical marijuana dispensary facility's authority to process marijuana shall include the production and sale of prerolls, but shall not include the manufacture of marijuana-infused products.

MEDICAL MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY A facility licensed by the Department of Health and Senior Services, to acquire, process, package, store on site or off site,

manufacture, transport to and from, and sell marijuana-infused products to a medical marijuana dispensary facility, a medical marijuana testing facility, a medical marijuana cultivation facility, or to another medical marijuana-infused products manufacturing facility.

MEDICAL MARIJUANA TESTING FACILITY A facility certified by the Department of Health and Senior Services, to acquire, test, certify, and transport marijuana, including those originally certified as a medical marijuana testing facility.

MEDICAL USE The production, possession, delivery, distribution, transportation, or administration of marijuana or a marijuana-infused product, or drug paraphernalia used to administer marijuana or a marijuana-infused product, for the benefit of a qualifying patient to mitigate the symptoms or effects of the patient's qualifying medical condition.

MICROBUSINESS DISPENSARY FACILITY A facility licensed by the Missouri Department of Health and Senior Services or successor agency to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for by Article XIV of the Missouri Constitution to a consumer, qualifying patient, as that term is defined by Article XIV of the Missouri Constitution, or primary caregiver, as that term is defined by Article XIV of the Missouri Constitution, anywhere on the licensed property or to any address as directed by the consumer, qualifying patient, or primary caregiver and, consistent with the limitations of Article XIV of the Missouri Constitution and as otherwise allowed by law, a microbusiness wholesale facility, or a marijuana testing facility. Microbusiness dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party. A microbusiness dispensary facility's authority to process marijuana shall include the creation of prerolls.

MICROBUSINESS WHOLESALE FACILITY A facility licensed by the Missouri Department of Health and Senior Services or successor agency to acquire, cultivate, process, store on site or off site, manufacture, transport to or from, deliver, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), and marijuana infused products to a microbusiness dispensary facility, other microbusiness wholesale facility, or marijuana testing facility. A microbusiness wholesale facility may cultivate up to 250 flowering marijuana plants at any given time. A microbusiness wholesale facility's authority to process marijuana shall include the creation of prerolls and infused prerolls.

MOBILE HOME Transportable, factory-built homes more than eight (8) feet in width and more than thirty-six (36) feet in length; designed to be occupied as a single-family residential dwelling; not placed on a permanent foundation; equipped with the necessary service connections; designed and manufactured to be transportable on its own running gear; and conforming to the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. Section 5401).

MODULAR HOME Factory-built, transportable dwelling unit designed to be used by itself or to be incorporated with similar units at a point of use into a modular structure to be used for single-family housing, bearing the seal of the Missouri Public Service Commission indicating compliance with the State of Missouri Standards and Regulations for Modular Homes.

MONOPOLE TOWER A communication tower constructed without the use of guy wires and ground anchors and consisting of only a single pole (also known as self-supporting tower).

MOTEL A building in which lodging or boarding and lodging are provided and offered to the public for compensation. As such, it is open to the public in contradistinction to a boarding house, a lodging house or an apartment house which are herein separately defined.

MULCH Non-living organic and synthetic materials customarily used in landscaping design to retard erosion and retain moisture.

NON-CONFORMING USE The use of land or a building, or portion thereof, which use does not conform with the use regulations of the district in which it is situated.

OPEN SPACE Open space shall be interpreted to mean:

1. All areas of natural plant communities or area replanted with vegetation after construction, such as revegetated natural areas; tree, shrub, hedge or ground cover planting areas; and lawns; and
2. Other areas allowed to be counted as open space as per the City of Republic Zoning and Design Code.

ORNAMENTAL TREE A deciduous tree planted primarily for its ornamental value or for screening purposes.

OVERNIGHT SHELTER A facility providing temporary lodging on a daily basis, with or without meals, for primarily indigent, needy, homeless or transient persons.

PARKING AREA That portion of the vehicle accommodation area set aside for the parking of one (1) vehicle.

PARKING SPACE A surfaced area, enclosed in the main building or in an accessory building, or unenclosed, having an area of not less than one hundred eighty (180) square feet exclusive of driveways, permanently reserved for the temporary storage of one (1) automobile and connected with a street or alley by a surfaced driveway which affords satisfactory ingress and egress for automobiles.

PERFORMANCE Any play, motion picture film, videotape, dance or exhibition performed before an audience of one (1) or more.

PERGOLA An outdoor accessory structure consisting of vertical posts or pillars and supporting cross-beams and without walls, forming a shaded walkway, passageway, or sitting area, not attached to another structure.

PERIMETER, LANDSCAPING A six (6) foot greenspace strip which surrounds the entire premise, not including where a landscaped street buffer is required.

PERVIOUS SURFACE See "Impervious Surface."

PLANT COMMUNITY A natural association of plants that are dominated by one (1) or more prominent species, or a characteristic physical attribute.

PLANT SPECIES – PROHIBITED Those plant species which are demonstrably detrimental to native plants, native wildlife, ecosystems, or human health, safety and welfare.

PORTABLE BUILDING A subordinate building less than two hundred (200) square feet, the use of which is incidental to that of the main building, dwelling or premises, which is not erected on a permanent foundation. Portable buildings shall be constructed, erected and located in a manner that provides a convenient means of relocation.

PREMISE Any land, consisting of one (1) or more lots or tracts of land, under single or multiple ownership, which operates as a functional unit. When developed, a premise shall also possess one (1) or more of the following criteria:

1. Shared parking.
2. Common management.
3. Common identification.
4. Common access.
5. Shared circulation.

PREROLL A consumable or smokable marijuana product, generally consisting of: (1) a wrap of paper and (2) a dried flower, buds, and/or plant material. Prerolls may or may not include a filter or crutch at the base of the product.

PRESERVE AREAS Vegetative areas required to be preserved by law.

PROMOTE To manufacture, issue, sell, provide, mail, deliver, transfer, transmute, publish, distribute, circulate, disseminate, present, exhibit, or advertise, or to offer or agree to do the same, by any means including a computer.

SCREEN A method of reducing the impact of noise and unsightly visual intrusions with less offensive or more harmonious elements, such as plants, berms, fences, walls or any appropriate combination thereof.

SETBACK The minimum distance required between the property line and a point of the structure nearest the property line.

SETBACK, SIDE STREET The minimum distance required between a point of the structure nearest the right-of-way line of a street located on the side of the structure.

SEXUALLY ORIENTED BUSINESS An adult bookstore or adult video store, an adult cabaret, an adult motion picture theater, a semi-nude model studio, or a sexual encounter center as further defined by reference to the definition of those terms as now or hereafter defined in Section 573.528, RSMo., or as may be adopted in the City Code in a manner not inconsistent with Section 573.528, RSMo.

SHADE TREE A deciduous tree planted primarily for its high crown of foliage or overhead canopy.

SHRUB A self-supporting woody perennial plant of low-level woody, perennials plant of low to medium height characterized by multiple stems and branches continuous from the base, usually not more than ten (10) feet in height at its maturity.

STORAGE, PERSONAL OR SELF STORAGE A building or group of buildings, commonly referred to as mini-storage, consisting of individual, small, self-contained units that are available on a rental basis for the storage of business and household goods or contractor's supplies.

STORY That portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above it; or, if there be no floor above it, then the space between such floor and the ceiling next above it.

STORY, HALF A space under a sloping roof which has the line of intersection of roof decking and wall face not more than three (3) feet above the top floor level, and in which space not more than two-thirds (2/3) of the floor area is finished off for use. A half story containing independent apartments or living quarters shall be counted as a full story.

STREET All property dedicated or intended for public or private street purposes or subject to public easements therefore and more than sixteen (16) feet in width from property line to property line.

STREET LINE A dividing line between a lot and a contiguous street.

STRUCTURAL ALTERATIONS Any change, except those required by law or ordinance, which would prolong the life of the supporting members of a building or structure, such as bearing walls, columns, beams or girders, not including openings in bearing walls as permitted by other ordinances.

STRUCTURE Anything constructed or erected, the use of which requires more or less ground.

STRUCTURES, ACCESSORY A structure that:

1. Is subordinate to and serves a principal structure,
2. Is subordinate in area, extent or purpose to the principal structure,
3. Contributes to the comfort, convenience or necessity of the occupants, business or industry in the principal structure,
4. Is located on the same lot as the structure.

TOWER or COMMUNICATION TOWER Any structure that is designed and constructed for the purpose of supporting one (1) or more antennas; including lattice towers, guy towers or monopole towers. This definition also includes any structure in which supporting the antenna array is not the primary purpose of the structure such as a water tower or utility pole. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like. This term is not intended to describe buildings or other structures that have been constructed primarily for a purpose other than supporting one (1) or more antennas, despite the fact that such structure may currently, or in the future, actually support one (1) or more antennas, not to exceed ten (10) feet above the apex of the roof in residentially zoned districts such as: satellite dishes, television antennas and radio antennas.

TRAILER OR MOBILE HOME A vehicle used for living purposes and standing or designed to stand on wheels or rigid supports.

TRAILER PARK An area where one (1) or more trailers can be or are intended to be parked, designed or intended to be used as living facilities for one (1) or more families.

TREE Any self-supporting woody perennial plant which has a trunk diameter of two (2) inches or more and which normally attains an overall height of at least fifteen (15) feet at maturity, usually with one (1) main stem or trunk and many branches. It may appear to have several stems or trunks as in several varieties of oak.

UNDERSTORY Assemblages of natural low-level woody, herbaceous, and ground cover species which exist in the area below the canopy of trees.

USE The purpose for which land or a building is arranged, designed or intended, or for which either land or building is or may be occupied or maintained.

VEGETATION, NATIVE Any plant species with a geographic distribution indigenous to all or part of the State of Missouri. Plant species which have been introduced by man are not native vegetation.

VEHICLE ACCOMMODATION AREA A lot that is used by vehicles for access, circulation, parking, loading and unloading. It comprises the total of circulation areas, loading and unloading areas and parking areas.

VIALE When referring to a tree, shrub, or other type of plant, is a plant that, in the judgment of the City Planner, is capable of sustaining its own life processes, unaided by man, for a reasonable period of time.

WHOLESALE PROMOTE To manufacture, issue, sell, provide, mail, deliver, transfer, transmute, publish, distribute, circulate, disseminate, or to offer or agree to do the same for purposes of resale or redistribution.

WOODLANDS, EXISTING Existing trees and shrubs of a number, size and species that accomplish the same general function as new plantings.

XERISCAPE Landscape methods which conserve water through the use of drought-tolerant plants and planting techniques.

YARD An open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein. In measuring a yard for the purpose of determining the width of a side yard, the depth of a front yard or the depth of a rear yard, the minimum horizontal distance between the lot line and the main building shall be used.

YARD, FRONT A yard extending across the front of a lot and being the minimum horizontal distance between the right-of-way or property line and the main building or any projections thereof other than the projections of the usual uncovered steps, unenclosed balconies or unenclosed porches. On corner lots, multi-frontage lots, or where the front yard is otherwise unclear, the determination of the location of the front yard shall be made by the Director of Community Development or their designee.

YARD, REAR A yard extending across the rear of a lot and being the required minimum horizontal distance between the rear lot line and the rear of the main building or any projections thereof other than the projections of uncovered steps, unenclosed balconies or unenclosed porches.

YARD, SIDE A yard between the main building and the side line of the lot, and extending from the required front yard to the required rear yard, and being the minimum horizontal distance between a side lot line and the side of the main buildings or any projections thereof.

405.150 "C-1" Local Commercial District Regulations

A. *Purpose.* The intent of the "C-1" Commercial District is to permit retail and service related business with a compatible location adjacent to similar uses.

B. *Uses Permitted.*

1. Automobile parts and accessory stores when entirely enclosed within the building.
2. Accessory building or use.
3. Bar or tavern
4. Bowling alley; dance halls; video game arcades; billiard parlors; roller-skating; ice-skating; or movie theaters, excluding drive-in theaters.
5. Churches or other places of worship, including parish houses, Sunday schools and temporary outdoor revivals, on a minimum of two (2) acres of land, to provide sufficient land area for off-street parking, bufferyards and proper site design to lessen impact on adjoining residential neighborhoods. The requirements of Article VI and X regarding parking, loading, landscaping, and open space shall be required. Overnight shelters shall not be permitted.
6. **Comprehensive marijuana dispensary facility as defined in Article XIV Section 2 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.**
6. 7. Convenience store.
7. 8. Day-care center.
8. 9. General retail businesses including pawn shops and second-hand stores; pet stores; print shops and photocopying establishments; restaurants including drive-in, pick-up, and drive-up facilities; doughnut shops; package liquor; book; tobacco; furniture; appliance; drug; grocery; flower; jewelry; clothing.
9. 10. Government buildings and associated uses.
11. 11. Medical marijuana dispensary facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.

12. Microbusiness dispensary facility as defined in Article XIV Section 2 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.

11. 13. Motel, Hotel, Inn or related place of lodging.

12. 14. Off-street parking lot.

13. 15. Office or office buildings including health clinics, medical doctors and dental offices; hospitals; banks; financial institutions including automatic teller machines and drive-thru facilities; accountants; real-estate; engineering; architecture and other professional service offices.

14. 16. Personal service establishments including beauty parlors; barbershops; custom tailoring; dry cleaning and laundry pick-up; shoe repair; self-service laundromats; express or mailing offices; hearing aid and eye glass shops.

15. 17. Private schools and studios for art, dance, drama, music or photography and private and publicly funded schools, preschools and daycare facilities.

16. 18. Residential uses provided such uses are located above the first floor or behind non-residential uses in a single attached mixed-use building, so as to create a continuous non-residential facade, on the first-floor level along all street frontages.

17. 19. Temporary or seasonal tents or trailers pertaining to the sale of Christmas trees, pumpkins, plants, flowers, fruits and vegetables. The sale of merchandise from traveling vendors under tents or other temporary facilities are not permitted except by issuance of a special use permit. Temporary facilities shall not be permitted beyond a three (3) month period per year, unless permitted as a permanent structure.

18. 20. Temporary, portable food and drink carts or stands, etc. not to include the use of tables or dining areas for the public. Temporary facilities shall not be permitted beyond a three (3) month period per year and shall further be subject to the issuance of a building permit for such uses.

19. 21. Undertaking establishments.

20. 22. Veterinarian, dog grooming, boarding, pet daycare, or similar place of animal care, provided that only treatment or care be given to animals kept within the building. No outside cages, kennels, fences, equipment, materials, or accessories to the business shall be stored outside or used on the premises.

C. *Height And Area Regulations.* The height and area regulations set forth in Article V shall be observed.

D. *Design Standards.*

1. *Parking and loading requirements.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in Article VI.

2. *Landscaping and open space regulations.* Landscaping and open space regulations shall be provided in accordance with the requirements for specific uses set forth in Article X.

3. *Screening and bufferyard requirements.* Screening and bufferyard requirements shall be provided in accordance with the requirements for specific uses set forth in Article XI.
4. *Sign regulations.* Sign regulations shall be provided in accordance with the requirements for specific uses set forth in Chapter 415.
5. *Additional district provisions.* Additional provisions relating to exterior lighting, accessory buildings, stormwater regulations and access are provided in Article VII.

405.165 "C-3" General Commercial District

- A. The zoning of property as "C-3" is intended to provide for retail and wholesale sales and services with only minor restrictions.
- B. *Uses Permitted.*
 1. Residential building construction.
 2. Heavy and civil engineering construction.
 3. Specialty trade contractors.
 4. Merchant wholesalers, durable goods.
 5. Merchant wholesalers non-durable goods.
 6. Motor vehicle and parts dealers.
 7. Furniture and home furnishings stores.
 8. Electronics and appliance stores.
 9. Building material and garden equipment and supplies dealers.
 10. Food and beverage stores.
 11. Health and personal care stores.
 12. Gasoline stations.
 13. Clothing and clothing accessories stores.
 14. Sporting goods, hobby and music stores.
 15. General merchandise stores.
 16. Miscellaneous store retailers such as florists, office supplies, stationery, gift stores, novelty and souvenir stores, used merchandise stores, pet and pet supplies stores, art dealers, manufactured home dealers, tobacco stores.
 17. Non-store retailers.
 18. Truck transportation.
 19. Transit and ground passenger transportation.

20. Support activities for transportation.
21. Postal service.
22. Couriers and messengers.
23. Publishing industries.
24. Motion picture and sound recording industries.
25. Broadcasting.
26. Internet publishing and broadcasting.
27. Telecommunications.
28. Internet service providers.
29. Finance and insurance offices.
30. Real estate, rental and leasing.
31. Professional, scientific and technical services.
32. Management of companies and enterprises.
33. Administrative and support services.
34. Educational services.
35. Health care and social assistance.
36. Arts, entertainment and recreation.
37. Accommodation and food services.
38. Repair and maintenance.
39. Personal and laundry services.
40. Religious, grantmaking, civic, professional and similar organizations.
41. Executive, legislative and other general government services.
42. Medical marijuana dispensary facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.
43. **Comprehensive marijuana dispensary facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.**

44. Microbusiness dispensary facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.

~~43.~~ **45.** General retail businesses including pawn shops and second-hand stores; pet stores; print shops and photocopying establishments; restaurants including drive-in, pick-up, and drive-up facilities; doughnut shops; package liquor; book; tobacco; furniture; appliance; drug; grocery; flower; jewelry; clothing.

~~44.~~ **46.** Bar or tavern

C. *Height And Area Regulations.* The height and area regulations set forth in Article V shall be observed.

D. *Design Standards.*

1. *Parking and loading requirements.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in Article VI.
2. *Landscaping and open space regulations.* Landscaping and open space regulations shall be provided in accordance with the requirements for specific uses set forth in Article X.
3. *Screening and bufferyard requirements.* Screening and bufferyard requirements shall be provided in accordance with the requirements for specific uses set forth in Article XI.
4. *Sign regulations.* Sign regulations shall be provided in accordance with the requirements for specific uses set forth in Chapter 415.
5. *Additional district provisions.* Additional provisions relating to exterior lighting, accessory buildings, stormwater regulations and access are provided in Article VII.

E. *Site Plan Review.* Development in the "C-3" District shall be subject to site plan review requirements and procedures.

405.170 "M-1" Light Industrial District Regulations

A. *Purpose.* The intent of the "M-1" Light Industrial District is to provide a designated location for restricted manufacturing and related uses which are separated from dissimilar uses.

B. *Uses Permitted.*

1. Any use permitted in a "C-2" Zoning District.
2. Industrial and manufacturing plants where the process of manufacturing or the treatment of materials is such that only a nominal amount of dust, odor, gas, smoke or noise is emitted and not more than fifty percent (50%) of the lot is used for the open storage of products, materials or equipment.

3. Any establishment which provides for the manufacture and/or shipping of products or goods relating to the manufacturing of brooms; candles; carpet; clothing; creamery or dairy products; bottling plant, furniture; ice; insulation; various machines; mattresses; pharmaceuticals; paper; textiles; or similar manufacturing of preassembled parts.
4. Any establishment which provides supplies and/or services primarily to commercial and industrial customers, such as janitorial services, sign shops, packaging or shipping service.
5. Agriculture implements sales and service, excluding the storage of scrap or wrecked tractors; parts; and associated agriculture implements.
6. Auto or vehicle racing tracks, including go-carts, motorcycle or relating events or attractions given that such use is located not less, than two thousand (2,000) feet from any residential district.
7. Mobile home, manufactured or modular homes sales, excluding the manufacturing of the same.
8. *Communication towers.* Communication towers shall be located in accordance with the following restrictions:
 - a. *Setbacks.* The following setbacks shall apply to all communication towers:
 - (1) The minimum setback from all property lines shall equal to fifty percent (50%) of the height of the tower.
 - (2) The minimum setback from the edge of any existing or planned right-of-way shall be eighty (80) feet.
 - (3) The minimum setback from any residential district shall be two hundred (200) feet.
 - (4) Peripheral supports and guy anchors for towers may be located within required setbacks, provided that they shall be entirely within the boundaries of the property on which the tower is located and shall be no closer than fifty (50) feet from any residential district.
 - b. *Height.* The principal support structure for communication towers shall be permitted to exceed the height limit of the zoning district in which it is located, provided that setback standards of this section shall apply.
 - c. A security fence or wall of not less than seven (7) feet in height from finished grade shall be constructed around each communication tower and around each guy anchor and peripheral support. The fence or wall shall comply with the following standards:
 - (1) Access to the tower shall be through a locked gate in the required fence or wall.

- (2) If the communication tower is adjacent to a residential district or a lot occupied by a residential dwelling unit, the required fencing shall consist of a masonry wall or solid fence with trees and shrubs planted along the exterior of the fence or wall. At least one (1) tree and two (2) shrubs shall be required for each thirty linear feet of wall or fencing.
 - (3) If high voltage is necessary for the operation of the communication tower and it is present in ground grid or in the tower, signs located every twenty (20) feet and attached to the fence or wall shall display in large bold letters the following: "HIGH VOLTAGE — DANGER"
 - d. *Airport approach paths.* Communication towers shall not encroach into or through any public or private airport approach path as established by the Federal Aviation Administration (FAA).
 - e. *Removal of obsolete towers.* All obsolete or unused communication towers shall be removed within twelve (12) months of cessation of use by the legal owner of the tower, at the expense of the owner.
 - f. *Electromagnetic radiation.* Communication towers shall comply with all applicable Federal Communication Commission (FCC) standards for non-ionizing electromagnetic radiation (NIER).
 - g. *Locating on existing towers.* Telecommunication equipment shall be permitted to be located on top of existing towers, such as water, radio, television or other communication towers. Minimum setbacks shall only apply to additional peripheral support structures.
 - h. *Monopole telecommunication towers.* In an effort to reduce the visual blight and wasteful use of land, applicants requesting zoning approval to construct telecommunication towers shall provide justification to the City for the construction of a guyed or lattice tower instead of installing a monopole tower. Property not already zoned for telecommunications towers shall be evaluated for such a use based upon the composition and use of the land intended for the location of the tower. Guyed or lattice tower construction may be grounds for denial of a zoning change or special use permit.
 - i. *Co-location.* Co-location potentially reduces visual blight and the wasteful use of land by reducing the number of telecommunication towers. Co-location of wireless communications equipment for more than one (1) provider at a single communications facility shall be provided upon application for a change in zoning classification for the construction of a telecommunication tower. Failure to provide for co-location on towers may be grounds for denial of a zoning change or special use permit.
9. Medical marijuana-infused products manufacturing facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services

(or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.

10. ~~Medical-marijuana testing facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.~~

11. **Comprehensive marijuana-infused products manufacturing facility as defined in Article XIV Section 2 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.**

C. *Height And Area Regulations.* The height and area regulations set forth in Article V shall be observed.

D. *Design Standards.*

1. *Parking and loading requirements.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in Article VI.
2. *Landscaping and open space regulations.* Landscaping and open space regulations shall be provided in accordance with the requirements for specific uses set forth in Article X.
3. *Screening and bufferyard requirements.* Screening and bufferyard requirements shall be provided in accordance with the requirements for specific uses set forth in Article XI.
4. *Sign regulations.* Sign regulations shall be provided in accordance with the requirements for specific uses set forth in Chapter 415.
5. *Additional district provisions.* Additional provisions relating to exterior lighting, accessory buildings, stormwater regulations and access are provided in Article VII.

405.180 "M-2" Heavy Industrial District Regulations

- A. *Purpose.* The intent of the "M-2" Heavy Industrial District is to provide a designated location for manufacturing and industrial related uses which shall be separated from dissimilar uses, where the potentially damaging aspects of such are less likely.
- B. *Uses Permitted.*
 1. Any use permitted in a "M-1" Zoning district.
 2. The manufacturing of industrial supplies or materials associated with acid manufacturing; batteries; steel; tin; copper; zinc; cement; lime; gypsum; explosives; fertilizer; lumber;

asphalt shingles; alcohol; ammonia; chemicals; glue; paint; automobiles; motors; tires; belts; rubber; plastics; soap; tar; or associated manufacturing facilities.

3. Any industrial or storage operation pertaining to the manufacturing of cement; lime; gypsum; plaster; asphalt; concrete; aggregate; masonry supply; sand; brick; tile; block; or the production of products from similar materials.
 4. Auto wrecking lots; junk yards; landfills; tank manufacturing and storage yards; and scrap iron yards.
 5. Uses relating to the rendering of fat; feed grinding and processing; livestock auction sales; poultry raising, processing, packing or dressing; stockyards; or slaughter houses.
 6. Medical marijuana cultivation facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.
 7. **Comprehensive marijuana cultivation facility as defined in Article XIV Section 2 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.**
 8. **Microbusiness wholesale facility as defined in Article XIV Section 2 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.**
- C. *Height And Area Regulations.* The height and area regulations set forth in Article V shall be observed.
- D. *Design Standards.*
1. *Parking and loading requirements.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in Article VI.
 2. *Landscaping and open space regulations.* Landscaping and open space regulations shall be provided in accordance with the requirements for specific uses set forth in Article X.
 3. *Screening and bufferyard requirements.* Screening and bufferyard requirements shall be provided in accordance with the requirements for specific uses set forth in Article XI.
 4. *Sign regulations.* Sign regulations shall be provided in accordance with the requirements for specific uses set forth in Chapter 415.

5. *Additional district provisions.* Additional provisions relating to exterior lighting, accessory buildings, stormwater regulations and access are provided in Article VII.

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

- Section 2:** All other Sections of the Municipal Code of the City of Republic, Missouri, not specifically referenced in this Ordinance shall remain unmodified and in full force and effect.
- Section 3:** All ordinances and parts of ordinances in conflict herewith are hereby repealed.
- Section 4:** The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 5:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 6:** 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 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

405.020 Definitions

1. For the purposes of this Chapter, certain terms and words are hereby defined. Words used in the present tense shall include the future; the singular number shall include the plural and the plural the singular; the word "building" shall include the word "structure" and the word "shall" is mandatory and not directory. For the purpose of this Chapter, certain terms and words are to be used and interpreted as defined below:

AGRICULTURAL PROCESSING The initial processing of crop-based agricultural products that is reasonably required to take place in close proximity to the site where such products are produced. Typical uses include grain mills.

AGRICULTURAL SALES AND SERVICE A use primarily engaged in the sale or rental of farm tools and implements, feed and grain, tack, animal care products and farm supplies. This definition excludes the sale of large implements, such as tractors and combines, but includes food sales and farm machinery repair services that are accessory to the principal use.

AGRICULTURE, GENERAL The use of land for the production of livestock, dairy products, poultry or poultry products.

AGRICULTURE, LIMITED The use of land for the production of row crops, field crops, tree crops or timber.

ALLEY All property dedicated or intended for public or private street purposes or subject to public easements therefore, and less than sixteen (16) feet in width from property line to property line.

BAR OR TAVERN A building or structure devoted primarily to the selling, serving or dispensing for consumption of malt, vinous, or other alcoholic beverages in which the incidental selling or serving of food may also occur. This definition includes any building or structure in which include the brewing, distilling, or vintning of alcoholic beverages is performed therein, so long as such beverages are sold, served, and/or dispensed for retail sale directly to the consumer, and not intended for or put to any wholesale use.

BASEMENT That enclosed part of a building having at least two (2) feet of its height below the average grade of the adjoining ground.

BERM An earthen mound designed to provide visual interest, screen undesirable views, and/or decrease noise.

BOARDING HOUSE or LODGING HOUSE A building, other than a hotel or apartment

hotel, where, for compensation and by pre-arrangement for definite periods, lodging, meals, or lodging and meals are provided for three (3) or more persons, but not exceeding twenty (20) persons.

BUFFER Land area typically containing trees, shrubs and other plants, berms, fences or walls and used to visibly separate one (1) use from another or to block noise, lights or other nuisances.

BUILDING Any structure having a roof supported by columns or walls for the shelter or enclosure of persons or property.

BUILDING, HEIGHT OF The vertical distance from the grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the mean height level between eaves and ridge for gable, hip and gambrel roofs.

BULK PLANE A theoretical plane beginning at a lot line, or other locations as set forth in the Code and rising over an acute slope determined by an acute angle measured up from the horizontal point. The bulk plane defines the relationship between the height of a structure and the structure's setback from the lot line.

CARPORT A structure open on at least two (2) sides used for the purpose of providing vehicular protection. Carports shall not be located within side or front yard setbacks.

CLINIC An establishment where patients are not lodged overnight but are admitted for examination and treatment by a group of physicians or dentists practicing medicine together.

CO-LOCATION Locating wireless communications equipment for more than one (1) provider at a single communications facility.

COMPREHENSIVE FACILITY

A comprehensive marijuana cultivation facility, comprehensive marijuana dispensary facility, or a comprehensive marijuana-infused products manufacturing facility.

COMPREHENSIVE MARIJUANA CULTIVATION FACILITY

A facility licensed by the Missouri Department of Health and Senior Services or its successor agency to acquire, cultivate, process, store on site or off site, transport to or from, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones) to a medical facility, comprehensive facility, or marijuana testing facility. A comprehensive marijuana cultivation facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana. A comprehensive marijuana cultivation facility's authority

to process marijuana shall include the creation of prerolls, but shall not include the manufacture of marijuana-infused products.

COMPREHENSIVE MARIJUANA DISPENSARY FACILITY

A facility licensed by the Missouri Department of Health and Senior Services or its successor agency to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana to a qualifying patient or primary caregiver, as defined by Article XIV of the Missouri Constitution, or to a consumer, anywhere on the licensed property or to any address as directed by the patient, primary caregiver, or consumer and consistent with the limitations of Article XIV of the Missouri Constitution and as otherwise allowed by law, to a comprehensive facility, a marijuana testing facility, or a medical facility. Comprehensive dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party. A comprehensive marijuana dispensary facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana, but shall collect all appropriate tangible personal property sales tax for each sale, in accordance with Missouri law and with general or local law. A comprehensive marijuana dispensary facility's authority to process marijuana shall include the creation of prerolls.

COMPREHENSIVE MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY

A facility licensed by the Missouri Department of Health and Senior Services or its successor agency to acquire, process, package, store, manufacture, transport to or from a medical facility, comprehensive facility, or marijuana testing facility, and sell marijuana-infused products, prerolls, and infused prerolls to a marijuana dispensary facility, a marijuana testing facility, or another marijuana-infused products manufacturing facility. A comprehensive marijuana-infused products manufacturing facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana.

CONIFER Evergreen trees and shrubs that bear both seeds and pollen on dry scales arranged as a cone.

CONVENIENCE STORE Any building or structure used for the dispensing, sale or offering for sale at retail of any automobile fuels, which may include retail sales, not to include any type of automobile related service or repair.

CULTIVATED LANDSCAPE AREA Planted areas that are frequently maintained by mowing, irrigating, pruning, fertilizing, etc.

DAY CARE

1. **FAMILY DAY CARE HOME:** A family home, occupied by the day care provider, in which family-like care is given to six (6) children or less, not related to the provider, for any part of the twenty-four (24) hour day. The maximum number of children under two (2) years of age shall be three (3).
2. **GROUP DAY CARE HOME:** A family home, occupied by the day care provider, in which family-like care is given to seven (7) but not more than ten (10) children, not related to the provider, for any part of the twenty-four (24) hour day. The maximum number of children under two (2) years of age shall be two (2) unless there is a full-time adult assistant, in which case the maximum number of children under two (2) years shall be four (4).

DAY CARE CENTER

Is either:

3. A family home where more than ten (10) children are cared for, not related to the provider, for any part of the twenty-four (24) hour day, or
4. A building other than a family home in which more than four (4) children are cared for, not related to the provider, for any part of the twenty-four (24) hour day.

DECIDUOUS

A plant with foliage that is shed annually.

DISTRICT

A section or sections in the City of Republic within which the zoning regulations are uniform.

DROPLINE

A vertical line extending from the outermost branches of a tree to the ground.

DWELLING

A building or portion thereof designed or used exclusively for residential occupancy, but not including home trailers, mobile homes, hotels, motels, boarding houses and lodging houses, tourist courts or tourist homes.

DWELLING, MULTIPLE

A building designed for or occupied exclusively by more than two (2) families.

DWELLING, SINGLE-FAMILY

A building designed for or occupied exclusively by one (1) family.

DWELLING, TWO-FAMILY

A building designed for or occupied exclusively by two (2) families.

ECOSYSTEM

A characteristic assemblage of plant and animal life within a specific physical environment, and all interactions among species, and between species and their environment.

ENTITY

A natural person, corporation, professional corporation, non-profit corporation, cooperative corporation, unincorporated association, business trust, limited liability company, general or limited partnership, limited liability partnership, joint venture, or any other legal entity.

[Ord. No. 19-28, 12-10-2019]

EVERGREEN

A plant with foliage that persists and remains green year-round.

EXTERIOR STRUCTURAL ALTERATION

Any change in the supporting members of a building or structure such as bearing walls or partitions, columns, beams or girders that is visible from the exterior of a building or structure or any substantial change in the roof or in exterior walls of a building or structure.

FAMILY

The following living arrangements shall constitute a family for the purposes of this Chapter:

5. One (1) or more persons related by blood, marriage, adoption or custodial relationship living as a single housekeeping unit; or
6. Three (3) or less unrelated persons living as a single housekeeping unit; or
7. Two (2) unrelated persons, plus their biological, adopted or foster children or other minors for whom they have legally established custodial responsibility, living as a single housekeeping unit.

FILLING STATION

Any building, structure or land used for the dispensing, sale or offering for sale at retail of any automobile fuels. The sale of oils or accessories, including lubrication of automobiles and replacement and installation of minor parts and accessories, but not including major repair work such as motor replacement, body and fender repair or painting.

FLOOR AREA

The square feet of floor space within the outside line of walls and including the total of all space on all floors of a building. It does include porches, garages, or space in a basement or cellar when said basement or cellar space is used for storage or incidental uses.

FRONTAGE

The distance along a street line from one (1) intersecting street to another or from one (1) intersecting street to the end of a dead-end street.

FURNISH

To issue, sell, give, provide, lend, mail, deliver, transfer, circulate, disseminate, present, exhibit or otherwise provide.

GARAGE, PRIVATE

A detached building or portion of a main building housing the automobiles of the occupants of the premises.

GARAGE, PUBLIC

A building or portion thereof, other than a private or storage garage, designed or used for equipping, servicing, repairing, hiring, selling, storing or parking motor-driven vehicles. The term "repairing" shall not include an automotive body repair shop nor the rebuilding, dismantling or storage of wrecked or junked vehicles.

GARAGE, STORAGE

A building or portion thereof designed or used exclusively for term storage by pre-arrangement of motor-driven vehicles, as distinguished from daily storage furnished transients, and at which motor fuels and oils are not sold, and motor-driven vehicles are not equipped, repaired, hired or sold.

GRADE

The average level of the finished surface of the ground for buildings more than five (5) feet from a street line. For buildings closer than five (5) feet to a street line, the grade is the sidewalk elevation at the center of the building. If there is more than one (1) street, an average sidewalk elevation is to be used. If there is no sidewalk, the City Engineer shall establish the sidewalk grade.

GROUND COVER

Plants, other than turf grass, normally reaching an average maximum height of not more than twenty-four (24) inches at maturity.

GROUP HOME

Any home in which eight (8) or fewer unrelated mentally or physically handicapped person reside and may include two (2) additional persons acting as house parents or guardians who need not be related to each other or to any of the

mentally or physically handicapped persons residing in the home.

GUYED TOWERS

A communication tower that is supported, in whole or in part, by guy wires and ground anchors.

HEDGE

A landscape barrier consisting of a continuous, dense planting of shrubs.

HOME OCCUPATION

Any occupation or activity which is clearly incidental and secondary to the use of the premises for dwelling purposes and which is carried on wholly within a main building or accessory building by a member(s) of a family residing on the premises.

HOTEL

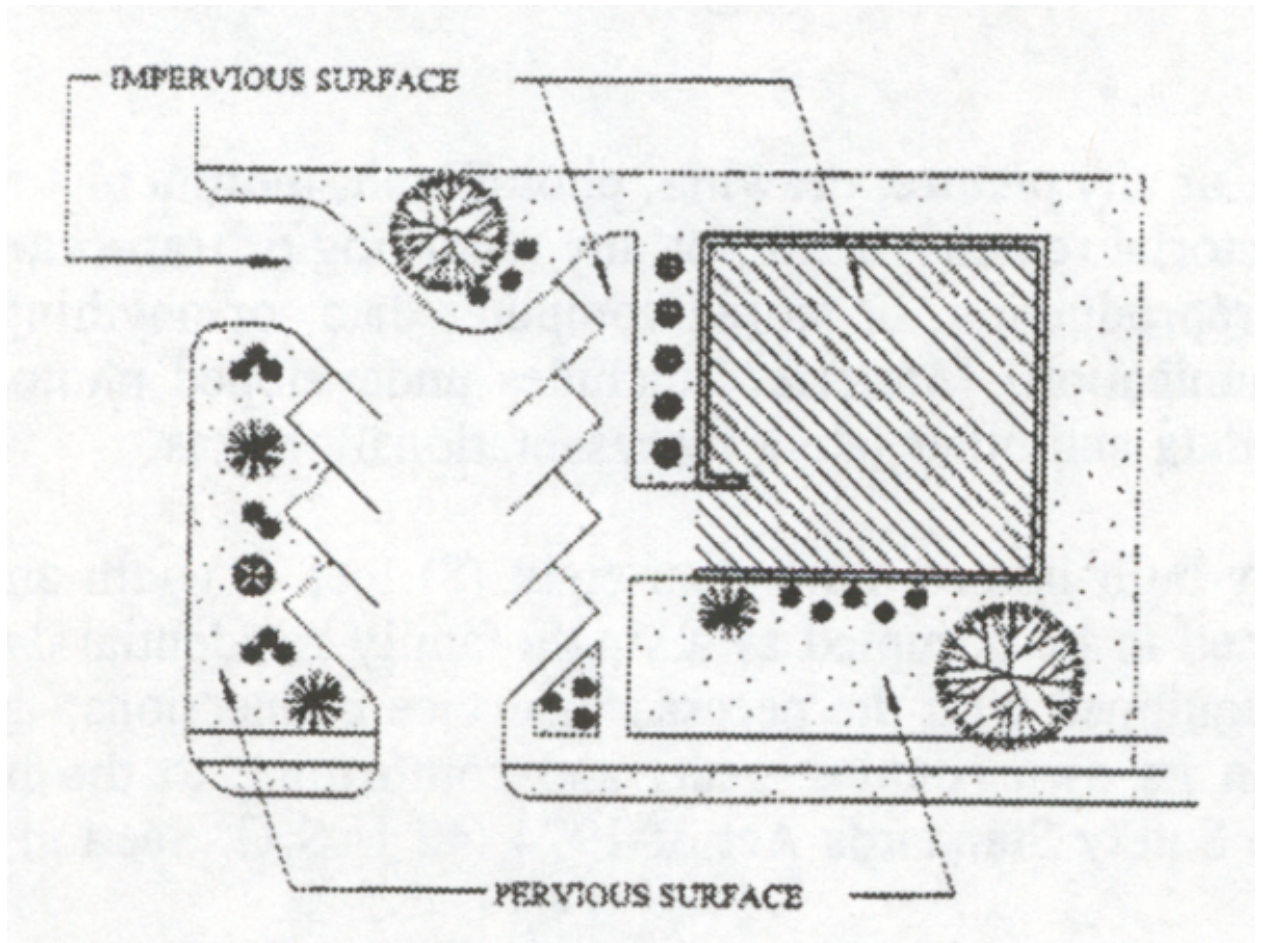
A building in which lodging, or boarding and lodging are provided and offered to the public for compensation, and in which ingress and egress to and from all rooms are made through an inside lobby or office supervised by a person in charge at all times. As such, it is open to the public in contradistinction to a boarding house, lodging house, or an apartment house which are herein separately defined.

INFUSED PREROLL

A consumable or smokable marijuana product, generally consisting of: (1) a wrap of paper, (2) a dried flower, buds, and/or plant material, and (3) a concentrate, oil or other type of marijuana extract, either within or on the surface of the product. Infused prerolls may or may not include a filter or crutch at the base of the product.

IMPERVIOUS, PERVIOUS SURFACE

Any part of a lot that is covered by buildings, structures, parking areas, driveways and any other surfaces which reduce or prevent absorption of stormwater, likewise, a pervious surface is any surface that allows for the absorption of stormwater.



INSTITUTION

A non-profit establishment for public use.

IRRIGATION SYSTEM

A permanent, artificial watering system designed to transport and distribute water to plants.

LATTICE TOWER

A guyed or self-supporting three (3) or four (4) sided, open, steel frame structure used to support telecommunications equipment.

LOADING SPACE

A space within the main building or on the same lot, providing for the standing, loading or unloading of trucks, having a minimum dimension of twelve (12) feet by thirty-five (35) feet and a vertical clearance of at least fourteen (14) feet.

LODGING HOUSE or ROOMING HOUSE

Same as "Boarding House."

LOT

A

parcel of land occupied or intended for occupancy by a use permitted in this Chapter, including one (1) main building together with its accessory buildings, the open spaces and parking spaces required by the ordinance, and having its principal frontage upon a street or upon an officially approved place.

LOT OF RECORD

A lot which is part of a subdivision, the map of which has been recorded in the office of the Recorder of Deeds of the County of Greene, Missouri, or a parcel of land, the deed of which was recorded in the office of the Recorder of Deeds prior to the adoption of this Chapter.

LOT, CORNER

A lot abutting upon two (2) or more streets at their intersection.

LOT, DOUBLE FRONTAGE

A lot having a frontage on two (2) non-intersecting streets as distinguished from a corner lot.

MANUFACTURED HOMES

Factory-built structures; transportable in one (1) or more sections which are twenty-four (24) feet or more in width and forty-two (42) feet or more in length when assembled; designed to be occupied as a permanent single-family residential dwelling; not constructed or equipped with a permanent hitch or other device intended for the purpose of moving the structure from one place to another, other than for moving to a permanent site from the factory or distributor; has no permanently attached wheels or axles; installed on a permanent foundation; equipped with the necessary service connections; designed, manufactured, and certified to conform to the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. Section 5401).

MARIJUANA or MARIHUANA

Cannabis indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the marijuana plant and marijuana-infused products. "Marijuana" or "Marihuana" do not include industrial hemp ~~containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one percent (3/10 of 1%) on a dry weight basis, as defined by Article XIV of the Missouri Constitution,~~ or commodities or products manufactured from industrial hemp.

[Ord. No. 19-28, 12-10-2019]

MARIJUANA-INFUSED PRODUCTS

Products that are infused, dipped, coated, sprayed, or mixed with marijuana or an e

xtract thereof ~~and are intended for use or consumption other than by smoking~~, including, but not limited to, ~~edible products, ointments, tinctures and concentrates~~ products that are able to be vaporized or smoked, edible products, ingestible products, topical products, suppositories, and infused prerolls.

[Ord. No. 19-28, 12-10-2019]

MARIJUANA MICROBUSINESS FACILITY

A facility licensed by the Missouri Department of Health and Senior Services or its successor agency as a microbusiness dispensary facility or a microbusiness wholesale facility, as defined in Article XIV of the Missouri Constitution.

MATERIAL

Anything printed or written, or any picture, drawing, photograph, motion picture film, videotape or videotape production, or pictorial representation, or any recording or transcription, or any mechanical, chemical, or electrical reproduction, or stored computer data, or anything which is or may be used as a means of communication. "Material" includes undeveloped photographs, molds, printing plates, stored computer data and other latent representational objects.

MEDICAL MARIJUANA CULTIVATION FACILITY

A facility licensed by the Department of Health and Senior Services or its successor agency to acquire, cultivate, process, package, store on site or off site, transport to or from, and sell marijuana, marijuana seeds, and marijuana vegetative cuttings (also known as clones) to a medical marijuana dispensary facility, medical marijuana testing facility, medical marijuana cultivation facility, or to a medical marijuana-infused products manufacturing facility. A medical marijuana cultivation facility's authority to process marijuana shall include the production and sale of prerolls, but shall not include the manufacture of marijuana-infused products.

[Ord. No. 19-28, 12-10-2019]

MEDICAL MARIJUANA DISPENSARY FACILITY

A facility licensed by the Department of Health and Senior Services or its successor agency, to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, and marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in ~~the~~ Article XIV of the Missouri Constitution to a qualifying patient, a primary caregiver, anywhere on the licensed property or to any address as directed by the patient or primary caregiver, so long as the address is a location allowing for the legal possession of marijuana, another medical marijuana dispensary facility, a medical marijuana testing facility, a medical marijuana cultivation facility, or a medical marijuana-infused products m

manufacturing facility. Dispensary facilities may receive transaction orders at the dispensary in person, by phone, or via the internet, including from a third party. A medical marijuana dispensary facility's authority to process marijuana shall include the production and sale of prerolls, but shall not include the manufacture of marijuana-infused products.

[Ord. No. 19-28, 12-10-2019]

MEDICAL MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY

A facility licensed by the Department of Health and Senior Services, to acquire, process, package, store on site or off site, manufacture, transport to and from, and sell marijuana-infused products to a medical marijuana dispensary facility, a medical marijuana testing facility, a medical marijuana cultivation facility, or to another medical marijuana-infused products manufacturing facility.

[Ord. No. 19-28, 12-10-2019]

~~MEDICAL~~ MARIJUANA TESTING FACILITY

A facility certified by the Department of Health and Senior Services, to acquire, test, certify, and transport marijuana, including those originally certified as a medical marijuana testing facility.

[Ord. No. 19-28, 12-10-2019]

MEDICAL USE

The production, possession, delivery, distribution, transportation, or administration of marijuana or a marijuana-infused product, or drug paraphernalia used to administer marijuana or a marijuana-infused product, for the benefit of a qualifying patient to mitigate the symptoms or effects of the patient's qualifying medical condition.

[Ord. No. 19-28, 12-10-2019]

MICROBUSINESS DISPENSARY FACILITY

A facility licensed by the Missouri Department of Health and Senior Services or successor agency to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for by Article XIV of the Missouri Constitution to a consumer, qualifying patient, as that term is defined by Article XIV of the Missouri Constitution, or primary caregiver, as that term is defined by Article XIV of the Missouri Constitution, anywhere on the licensed property or to any address as directed by the consumer, qualifying patient, or primary caregiver and, consistent with the limitations of Article XIV of the M

Missouri Constitution and as otherwise allowed by law, a microbusiness wholesale facility, or a marijuana testing facility. Microbusiness dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party. A microbusiness dispensary facility's authority to process marijuana shall include the creation of prerolls.

MICROBUSINESS WHOLESALE FACILITY

A facility licensed by the Missouri Department of Health and Senior Services or successor agency to acquire, cultivate, process, store on site or off site, manufacture, transport to or from, deliver, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), and marijuana infused products to a microbusiness dispensary facility, other microbusiness wholesale facility, or marijuana testing facility. A microbusiness wholesale facility may cultivate up to 250 flowering marijuana plants at any given time. A microbusiness wholesale facility's authority to process marijuana shall include the creation of prerolls and infused prerolls.

MOBILE HOME

Transportable, factory-built homes more than eight (8) feet in width and more than thirty-six (36) feet in length; designed to be occupied as a single-family residential dwelling; not placed on a permanent foundation; equipped with the necessary service connections; designed and manufactured to be transportable on its own running gear; and conforming to the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. Section 5401).

MODULAR HOME

Factory-built, transportable dwelling unit designed to be used by itself or to be incorporated with similar units at a point of use into a modular structure to be used for single-family housing, bearing the seal of the Missouri Public Service Commission indicating compliance with the State of Missouri Standards and Regulations for Modular Homes.

MONOPOLE TOWER

A communication tower constructed without the use of guy wires and ground anchors and consisting of only a single pole (also known as self-supporting tower).

MOTEL

A building in which lodging or boarding and lodging are provided and offered to the public for compensation. As such, it is open to the public in contradistinction to a boarding house, a lodging house or an apartment house which are herein separately defined.

MULCH

N

on-living organic and synthetic materials customarily used in landscaping design to retard erosion and retain moisture.

NON-CONFORMING USE

The use of land or a building, or portion thereof, which use does not conform with the use regulations of the district in which it is situated.

OPEN SPACE

Open space shall be interpreted to mean:

8. All areas of natural plant communities or area replanted with vegetation after construction, such as revegetated natural areas; tree, shrub, hedge or ground cover planting areas; and lawns; and
9. Other areas allowed to be counted as open space as per the City of Republic Zoning and Design Code.

ORNAMENTAL TREE A deciduous tree planted primarily for its ornamental value or for screening purposes.

OVERNIGHT SHELTER

A facility providing temporary lodging on a daily basis, with or without meals, for primarily indigent, needy, homeless or transient persons.

PARKING AREA

That portion of the vehicle accommodation area set aside for the parking of one (1) vehicle.

PARKING SPACE

A surfaced area, enclosed in the main building or in an accessory building, or unenclosed, having an area of not less than one hundred eighty (180) square feet exclusive of driveways, permanently reserved for the temporary storage of one (1) automobile and connected with a street or alley by a surfaced driveway which affords satisfactory ingress and egress for automobiles.

PERFORMANCE

Any play, motion picture film, videotape, dance or exhibition performed before an audience of one (1) or more.

PERGOLA An outdoor accessory structure consisting of vertical posts or pillars and supporting cross-beams and without walls, forming a shaded walkway, passageway, or sitting area, not attached to another structure.

PERIMETER, LANDSCAPING

A six (6) foot greenspace strip which surrounds the entire premise, not including

where a landscaped street buffer is required.

PERVIOUS SURFACE

See "Impervious Surface."

PLANT COMMUNITY

A natural association of plants that are dominated by one (1) or more prominent species, or a characteristic physical attribute.

PLANT SPECIES – PROHIBITED

Those plant species which are demonstrably detrimental to native plants, native wildlife, ecosystems, or human health, safety and welfare.

PORTABLE BUILDING

A subordinate building less than two hundred (200) square feet, the use of which is incidental to that of the main building, dwelling or premises, which is not erected on a permanent foundation. Portable buildings shall be constructed, erected and located in a manner that provides a convenient means of relocation.

PREMISE

Any land, consisting of one (1) or more lots or tracts of land, under single or multiple ownership, which operates as a functional unit. When developed, a premise shall also possess one (1) or more of the following criteria:

10. Shared parking.
11. Common management.
12. Common identification.
13. Common access.
14. Shared circulation.

PREROLL

A consumable or smokable marijuana product, generally consisting of: (1) a wrap of paper and (2) a dried flower, buds, and/or plant material. Prerolls may or may not include a filter or crutch at the base of the product.

PRESERVE AREAS

Vegetative areas required to be preserved by law.

PROMOTE

To manufacture, issue, sell, provide, mail, deliver, transfer, transmute, publish, distribute, circulate, disseminate, present, exhibit, or advertise, or to offer or agree to do the same, by any means including a computer.

SCREEN

A method of reducing the impact of noise and unsightly visual intrusions with less offensive or more harmonious elements, such as plants, berms, fences, walls or any appropriate combination thereof.

SETBACK

The minimum distance required between the property line and a point of the structure nearest the property line.

SETBACK, SIDE STREET

The minimum distance required between a point of the structure nearest the right-of-way line of a street located on the side of the structure.

SEXUALLY ORIENTED BUSINESS

An adult bookstore or adult video store, an adult cabaret, an adult motion picture theater, a semi-nude model studio, or a sexual encounter center as further defined by reference to the definition of those terms as now or hereafter defined in Section 573.528, RSMo., or as may be adopted in the City Code in a manner not inconsistent with Section 573.528, RSMo.

SHADE TREE

A deciduous tree planted primarily for its high crown of foliage or overhead canopy.

SHRUB

A self-supporting woody perennial plant of low-level woody, perennials plant of low to medium height characterized by multiple stems and branches continuous from the base, usually not more than ten (10) feet in height at its maturity.

STORAGE, PERSONAL OR SELF STORAGE

A building or group of buildings, commonly referred to as mini-storage, consisting of individual, small, self-contained units that are available on a rental basis for the storage of business and household goods or contractor's supplies.

STORY

That portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above it; or, if there be no floor above it, then the space between such floor and the ceiling next above it.

STORY, HALF

A space under a sloping roof which has the line of intersection of roof decking and wall face not more than three (3) feet above the top floor level, and in which space not more than two-thirds (2/3) of the floor area is finished off for use. A half story

containing independent apartments or living quarters shall be counted as a full story.

STREET

All property dedicated or intended for public or private street purposes or subject to public easements therefore and more than sixteen (16) feet in width from property line to property line.

STREET LINE

A dividing line between a lot and a contiguous street.

STRUCTURAL ALTERATIONS

Any change, except those required by law or ordinance, which would prolong the life of the supporting members of a building or structure, such as bearing walls, columns, beams or girders, not including openings in bearing walls as permitted by other ordinances.

STRUCTURE

Anything constructed or erected, the use of which requires more or less ground.

STRUCTURES, ACCESSORY

A structure that:

15. Is subordinate to and serves a principal structure,
16. Is subordinate in area, extent or purpose to the principal structure,
17. Contributes to the comfort, convenience or necessity of the occupants, business or industry in the principal structure,
18. Is located on the same lot as the structure.

TOWER or COMMUNICATION TOWER

Any structure that is designed and constructed for the purpose of supporting one (1) or more antennas; including lattice towers, guy towers or monopole towers. This definition also includes any structure in which supporting the antenna array is not the primary purpose of the structure such as a water tower or utility pole. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like. This term is not intended to describe buildings or other structures that have been constructed primarily for a purpose other than supporting one (1) or more antennas, despite the fact that such structure may currently, or in the future, actually support one (1) or more antennas, not to exceed ten (10) feet above the apex of the roof in residentially zoned districts such as: satellite dishes, television antennas and radio antennas.

TRAILER OR MOBILE HOME

A vehicle used for living purposes and standing or designed to stand on wheels or rigid supports.

TRAILER PARK

An area where one (1) or more trailers can be or are intended to be parked, designed or intended to be used as living facilities for one (1) or more families.

TREE

Any self-supporting woody perennial plant which has a trunk diameter of two (2) inches or more and which normally attains an overall height of at least fifteen (15) feet at maturity, usually with one (1) main stem or trunk and many branches. It may appear to have several stems or trunks as in several varieties of oak.

UNDERSTORY

Assemblages of natural low-level woody, herbaceous, and ground cover species which exist in the area below the canopy of trees.

USE

The purpose for which land or a building is arranged, designed or intended, or for which either land or building is or may be occupied or maintained.

VEGETATION, NATIVE

Any plant species with a geographic distribution indigenous to all or part of the State of Missouri. Plant species which have been introduced by man are not native vegetation.

VEHICLE ACCOMMODATION AREA

A lot that is used by vehicles for access, circulation, parking, loading and unloading. It comprises the total of circulation areas, loading and unloading areas and parking areas.

VIABLE

When referring to a tree, shrub, or other type of plant, is a plant that, in the judgment of the City Planner, is capable of sustaining its own life processes, unaided by man, for a reasonable period of time.

WHOLESALE PROMOTE

To manufacture, issue, sell, provide, mail, deliver, transfer, transmute, publish, distribute, circulate, disseminate, or to offer or agree to do the same for purposes of resale or redistribution.

WOODLANDS, EXISTING

Existing trees and shrubs of a number, size and species that accomplish the same

general function as new plantings.

XERISCAPE

Landscape methods which conserve water through the use of drought-tolerant plants and planting techniques.

YARD

An open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein. In measuring a yard for the purpose of determining the width of a side yard, the depth of a front yard or the depth of a rear yard, the minimum horizontal distance between the lot line and the main building shall be used.

YARD, FRONT

A yard extending across the front of a lot and being the minimum horizontal distance between the right-of-way or property line and the main building or any projections thereof other than the projections of the usual uncovered steps, unenclosed balconies or unenclosed porches. On corner lots, multi-frontage lots, or where the front yard is otherwise unclear, the determination of the location of the front yard shall be made by the Director of Community Development or their designee.

YARD, REAR

A yard extending across the rear of a lot and being the required minimum horizontal distance between the rear lot line and the rear of the main building or any projections thereof other than the projections of uncovered steps, unenclosed balconies or unenclosed porches.

YARD, SIDE

A yard between the main building and the side line of the lot, and extending from the required front yard to the required rear yard, and being the minimum horizontal distance between a side lot line and the side of the main buildings or any projections thereof.

[CC 1999 §§26-2 — 26-3, 26-132; Ord. No. 03-56 §1, 8-25-2003; Ord. No. 03-80 §1, 11-24-2003; Ord. No. 05-82 §1, 10-10-2005; Ord. No. 05-83 §1, 11-14-2005; Ord. No. 05-96 §1, App. A §1, 12-12-2005; Ord. No. 11-20 §1, 8-8-2011; Ord. No. 19-21, 11-5-2019]

HISTORY

Amended by Ord. [21-13](#) on 4/6/2021

Amended by Ord. [22-15](#) on 4/5/2022

405.150 "C-1" Local Commercial District Regulations

- A. *Purpose.* The intent of the "C-1" Commercial District is to permit retail and service related business with a compatible location adjacent to similar uses.
- B. *Uses Permitted.*
 - 1. Automobile parts and accessory stores when entirely enclosed within the building.
 - 2. Accessory building or use.
 - 3. Bar or tavern
 - 4. Bowling alley; dance halls; video game arcades; billiard parlors; roller-skating; ice-skating; or movie theaters, excluding drive-in theaters.
 - 5. Churches or other places of worship, including parish houses, Sunday schools and temporary outdoor revivals, on a minimum of two (2) acres of land, to provide sufficient land area for off-street parking, bufferyards and proper site design to lessen impact on adjoining residential neighborhoods. The requirements of Article VI and X regarding parking, loading, landscaping, and open space shall be required. Overnight shelters shall not be permitted.
 - 6. **Comprehensive marijuana dispensary facility as defined in Article XIV Section 2 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.**
 - 7. Convenience store.
 - 8. Day-care center.
 - 9. General retail businesses including pawn shops and second-hand stores; pet stores; print shops and photocopying establishments; restaurants including drive-in, pick-up, and drive-up facilities; doughnut shops; package liquor; book; tobacco; furniture; appliance; drug; grocery; flower; jewelry; clothing.
 - 10. Government buildings and associated uses.
 - 11. Medical marijuana dispensary facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances. [Ord. No. 19-28, 12-10-2019]
 - 12. **Microbusiness dispensary facility as defined in Article XIV Section 2 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.**
 - 13. Motel, Hotel, Inn or related place of lodging.

14. Off-street parking lot.
 15. Office or office buildings including health clinics, medical doctors and dental offices; hospitals; banks; financial institutions including automatic teller machines and drive-thru facilities; accountants; real-estate; engineering; architecture and other professional service offices.
 16. Personal service establishments including beauty parlors; barbershops; custom tailoring; dry cleaning and laundry pick-up; shoe repair; self-service laundromats; express or mailing offices; hearing aid and eye glass shops.
 17. Private schools and studios for art, dance, drama, music or photography and private and publicly funded schools, preschools and daycare facilities.
 18. Residential uses provided such uses are located above the first floor or behind non-residential uses in a single attached mixed-use building, so as to create a continuous non-residential facade, on the first-floor level along all street frontages.
 19. Temporary or seasonal tents or trailers pertaining to the sale of Christmas trees, pumpkins, plants, flowers, fruits and vegetables. The sale of merchandise from traveling vendors under tents or other temporary facilities are not permitted except by issuance of a special use permit.
Temporary facilities shall not be permitted beyond a three (3) month period per year, unless permitted as a permanent structure.
 20. Temporary, portable food and drink carts or stands, etc. not to include the use of tables or dining areas for the public. Temporary facilities shall not be permitted beyond a three (3) month period per year and shall further be subject to the issuance of a building permit for such uses.
 21. Undertaking establishments.
 22. Veterinarian, dog grooming, boarding, pet daycare, or similar place of animal care, provided that only treatment or care be given to animals kept within the building. No outside cages, kennels, fences, equipment, materials, or accessories to the business shall be stored outside or used on the premises.
- C. *Height And Area Regulations.* The height and area regulations set forth in Article V shall be observed.
- D. *Design Standards.*
1. *Parking and loading requirements.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in Article VI.
 2. *Landscaping and open space regulations.* Landscaping and open space regulations shall be provided in accordance with the requirements for specific uses set forth in Article X.
 3. *Screening and bufferyard requirements.* Screening and bufferyard requirements shall be provided in accordance with the requirements for specific uses set forth in Article XI.
 4. *Sign regulations.* Sign regulations shall be provided in accordance with the requirements for specific uses set forth in Chapter 415.

5. *Additional district provisions.* Additional provisions relating to exterior lighting, accessory buildings, stormwater regulations and access are provided in Article VII.

[Ord. No. 03-56 §1, 8-25-2003; Ord. No. 04-19 §1, 3-8-2004]

HISTORY

Amended by Ord. [21-13](#) on 4/6/2021
Amended by Ord. [22-15](#) on 4/5/2022

405.165 "C-3" General Commercial District

- A. *Intent.* The zoning of property as "C-3" is intended to provide for retail and wholesale sales and services with only minor restrictions.
- B. *Uses Permitted.*
 - 1. Residential building construction.
 - 2. Heavy and civil engineering construction.
 - 3. Specialty trade contractors.
 - 4. Merchant wholesalers, durable goods.
 - 5. Merchant wholesalers non-durable goods.
 - 6. Motor vehicle and parts dealers.
 - 7. Furniture and home furnishings stores.
 - 8. Electronics and appliance stores.
 - 9. Building material and garden equipment and supplies dealers.
 - 10. Food and beverage stores.
 - 11. Health and personal care stores.
 - 12. Gasoline stations.
 - 13. Clothing and clothing accessories stores.
 - 14. Sporting goods, hobby and music stores.
 - 15. General merchandise stores.
 - 16. Miscellaneous store retailers such as florists, office supplies, stationery, gift stores, novelty and souvenir stores, used merchandise stores, pet and pet supplies stores, art dealers, manufactured home dealers, tobacco stores.
 - 17. Non-store retailers.
 - 18. Truck transportation.
 - 19. Transit and ground passenger transportation.
 - 20. Support activities for transportation.
 - 21. Postal service.
 - 22. Couriers and messengers.
 - 23. Publishing industries.
 - 24. Motion picture and sound recording industries.
 - 25. Broadcasting.
 - 26. Internet publishing and broadcasting.
 - 27. Telecommunications.
 - 28. Internet service providers.
 - 29. Finance and insurance offices.
 - 30. Real estate, rental and leasing.
 - 31. Professional, scientific and technical services.
 - 32. Management of companies and enterprises.
 - 33. Administrative and support services.
 - 34. Educational services.
 - 35. Health care and social assistance.
 - 36. Arts, entertainment and recreation.
 - 37. Accommodation and food services.

38. Repair and maintenance.
 39. Personal and laundry services.
 40. Religious, grantmaking, civic, professional and similar organizations.
 41. Executive, legislative and other general government services.
 42. Medical marijuana dispensary facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances. [Ord. No. 19-28, 12-10-2019]
 43. Comprehensive marijuana dispensary facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.
 44. Microbusiness dispensary facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.
 45. General retail businesses including pawn shops and second-hand stores; pet stores; print shops and photocopying establishments; restaurants including drive-in, pick-up, and drive-up facilities; doughnut shops; package liquor; book; tobacco; furniture; appliance; drug; grocery; flower; jewelry; clothing.
 46. Bar or tavern
- C. *Height And Area Regulations.* The height and area regulations set forth in Article V shall be observed.
- D. *Design Standards.*
1. *Parking and loading requirements.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in Article VI.
 2. *Landscaping and open space regulations.* Landscaping and open space regulations shall be provided in accordance with the requirements for specific uses set forth in Article X.
 3. *Screening and bufferyard requirements.* Screening and bufferyard requirements shall be provided in accordance with the requirements for specific uses set forth in Article XI.
 4. *Sign regulations.* Sign regulations shall be provided in accordance with the requirements for specific uses set forth in Chapter 415.
 5. *Additional district provisions.* Additional provisions relating to exterior lighting, accessory buildings, stormwater regulations and access are provided in Article VII.

E. *Site Plan Review*. Development in the "C-3" District shall be subject to site plan review requirements and procedures.

[Ord. No. 06-58 §1, 8-14-2006]

HISTORY

Amended by Ord. [22-15](#) on 4/5/2022

405.170 "M-1" Light Industrial District Regulations

A. *Purpose.* The intent of the "M-1" Light Industrial District is to provide a designated location for restricted manufacturing and related uses which are separated from dissimilar uses.

B. *Uses Permitted.*

1. Any use permitted in a "C-2" Zoning District.
2. Industrial and manufacturing plants where the process of manufacturing or the treatment of materials is such that only a nominal amount of dust, odor, gas, smoke or noise is emitted and not more than fifty percent (50%) of the lot is used for the open storage of products, materials or equipment.
3. Any establishment which provides for the manufacture and/or shipping of products or goods relating to the manufacturing of brooms; candles; carpet; clothing; creamery or dairy products; bottling plant, furniture; ice; insulation; various machines; mattresses; pharmaceuticals; paper; textiles; or similar manufacturing of preassembled parts.
4. Any establishment which provides supplies and/or services primarily to commercial and industrial customers, such as janitorial services, sign shops, packaging or shipping service.
5. Agriculture implements sales and service, excluding the storage of scrap or wrecked tractors; parts; and associated agriculture implements.
6. Auto or vehicle racing tracks, including go-carts, motorcycle or relating events or attractions given that such use is located not less, than two thousand (2,000) feet from any residential district.
7. Mobile home, manufactured or modular homes sales, excluding the manufacturing of the same.
8. *Communication towers.* Communication towers shall be located in accordance with the following restrictions:
 - a) *Setbacks.* The following setbacks shall apply to all communication towers:
 - (1) The minimum setback from all property lines shall equal to fifty percent (50%) of the height of the tower.
 - (2) The minimum setback from the edge of any existing or planned right-of-way shall be eighty (80) feet.
 - (3) The minimum setback from any residential district shall be two hundred (200) feet.
 - (4) Peripheral supports and guy anchors for towers may be located within required setbacks, provided that they shall be entirely within the boundaries of the property on which the tower is located and shall be no closer than fifty (50) feet from any residential district.
 - b) *Height.* The principal support structure for communication towers shall be permitted to exceed the height limit of the zoning district in

which it is located, provided that setback standards of this section shall apply.

- c) A security fence or wall of not less than seven (7) feet in height from finished grade shall be constructed around each communication tower and around each guy anchor and peripheral support. The fence or wall shall comply with the following standards:
 - (1) Access to the tower shall be through a locked gate in the required fence or wall.
 - (2) If the communication tower is adjacent to a residential district or a lot occupied by a residential dwelling unit, the required fencing shall consist of a masonry wall or solid fence with trees and shrubs planted along the exterior of the fence or wall. At least one (1) tree and two (2) shrubs shall be required for each thirty linear feet of wall or fencing.
 - (3) If high voltage is necessary for the operation of the communication tower and it is present in ground grid or in the tower, signs located every twenty (20) feet and attached to the fence or wall shall display in large bold letters the following: "HIGH VOLTAGE — DANGER"
- d) *Airport approach paths.* Communication towers shall not encroach into or through any public or private airport approach path as established by the Federal Aviation Administration (FAA).
- e) *Removal of obsolete towers.* All obsolete or unused communication towers shall be removed within twelve (12) months of cessation of use by the legal owner of the tower, at the expense of the owner.
- f) *Electromagnetic radiation.* Communication towers shall comply with all applicable Federal Communication Commission (FCC) standards for non-ionizing electromagnetic radiation (NIER).
- g) *Locating on existing towers.* Telecommunication equipment shall be permitted to be located on top of existing towers, such as water, radio, television or other communication towers. Minimum setbacks shall only apply to additional peripheral support structures.
- h) *Monopole telecommunication towers.* In an effort to reduce the visual blight and wasteful use of land, applicants requesting zoning approval to construct telecommunication towers shall provide justification to the City for the construction of a guyed or lattice tower instead of installing a monopole tower. Property not already zoned for telecommunications towers shall be evaluated for such a use based upon the composition and use of the land intended for the location of the tower. Guyed or lattice tower construction may be grounds for denial of a zoning change or special use permit.
- i) *Co-location.* Co-location potentially reduces visual blight and the wasteful use of land by reducing the number of telecommunication towers. Co-location of wireless communications equipment for more

than one (1) provider at a single communications facility shall be provided upon application for a change in zoning classification for the construction of a telecommunication tower. Failure to provide for co-location on towers may be grounds for denial of a zoning change or special use permit.

9. Medical marijuana-infused products manufacturing facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances. [Ord. No. 19-28, 12-10-2019]
10. ~~Medical~~ marijuana testing facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances. [Ord. No. 19-28, 12-10-2019]
11. Comprehensive marijuana-infused products manufacturing facility as defined in Article XIV Section 2 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.

C. *Height And Area Regulations.* The height and area regulations set forth in Article V shall be observed.

D. *Design Standards.*

1. *Parking and loading requirements.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in Article VI.
2. *Landscaping and open space regulations.* Landscaping and open space regulations shall be provided in accordance with the requirements for specific uses set forth in Article X.
3. *Screening and bufferyard requirements.* Screening and bufferyard requirements shall be provided in accordance with the requirements for specific uses set forth in Article XI.
4. *Sign regulations.* Sign regulations shall be provided in accordance with the requirements for specific uses set forth in Chapter 415.
5. *Additional district provisions.* Additional provisions relating to exterior lighting, accessory buildings, stormwater regulations and access are provided in Article VII.

[CC 1999 §§26-27 — 26-30]

405.180 "M-2" Heavy Industrial District Regulations

- A. *Purpose.* The intent of the "M-2" Heavy Industrial District is to provide a designated location for manufacturing and industrial related uses which shall be separated from dissimilar uses, where the potentially damaging aspects of such are less likely.
- B. *Uses Permitted.*
1. Any use permitted in a "M-1" Zoning district.
 2. The manufacturing of industrial supplies or materials associated with acid manufacturing; batteries; steel; tin; copper; zinc; cement; lime; gypsum; explosives; fertilizer; lumber; asphalt shingles; alcohol; ammonia; chemicals; glue; paint; automobiles; motors; tires; belts; rubber; plastics; soap; tar; or associated manufacturing facilities.
 3. Any industrial or storage operation pertaining to the manufacturing of cement; lime; gypsum; plaster; asphalt; concrete; aggregate; masonry supply; sand; brick; tile; block; or the production of products from similar materials.
 4. Auto wrecking lots; junk yards; landfills; tank manufacturing and storage yards; and scrap iron yards.
 5. Uses relating to the rendering of fat; feed grinding and processing; livestock auction sales; poultry raising, processing, packing or dressing; stockyards; or slaughter houses.
 6. Medical marijuana cultivation facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances. [Ord. No. 19-28, 12-10-2019]
 7. Comprehensive marijuana cultivation facility as defined in Article XIV Section 2 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.
 8. Microbusiness wholesale facility as defined in Article XIV Section 2 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.
- C. *Height And Area Regulations.* The height and area regulations set forth in Article V shall be observed.
- D. *Design Standards.*

1. *Parking and loading requirements.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in Article VI.
2. *Landscaping and open space regulations.* Landscaping and open space regulations shall be provided in accordance with the requirements for specific uses set forth in Article X.
3. *Screening and bufferyard requirements.* Screening and bufferyard requirements shall be provided in accordance with the requirements for specific uses set forth in Article XI.
4. *Sign regulations.* Sign regulations shall be provided in accordance with the requirements for specific uses set forth in Chapter 415.
5. *Additional district provisions.* Additional provisions relating to exterior lighting, accessory buildings, stormwater regulations and access are provided in Article VII.

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Code Amendment

Name of Applicant:

Recreational Marijuana (ORD 23-001)

Location:

540 E Civic Blvd

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:

Michael Mann

Commissioner Signature:

Michael Mann

Date:

2/13/23

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Code Amendment

Name of Applicant:

Recreational Marijuana (ORD 23-001)

Location:

540 E Civic Blvd

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:

2-13-23

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Code Amendment

Name of Applicant:

Recreational Marijuana (ORD 23-001)

Location:

540 E Civic Blvd

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:

Raven Ellis III

Commissioner Signature:

Raven Ellis III

Date:

2/13/23

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Code Amendment

Name of Applicant:

Recreational Marijuana (ORD 23-001)

Location:

540 E Civic Blvd

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:

C. Ghyder

Commissioner Signature:

CYNTHIA HYDER

Date:

2/13/23

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Code Amendment

Name of Applicant:

Recreational Marijuana (ORD 23-001)

Location:

540 E Civic Blvd

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:

Addition of non-medical marijuana facilities and dispensaries

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

☒ Approval

☐ Denial

Commissioner Name:

Brian Daubrava

Commissioner Signature:

Brian Daubrava

Date:

2-13-23

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Code Amendment

Name of Applicant:

Recreational Marijuana (ORD 23-001)

Location:

540 E Civic Blvd

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

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

Statement of Relevant Facts Found:

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

☐ Approval

☐ Denial

Commissioner Name:



Commissioner Signature:



Date:

2/14/23

AGENDA ITEM ANALYSIS

Project/Issue Name: 23-04 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri by Amending Title VI “Business And Occupation”, Chapter 635 “Medical Marijuana Facilities”, Sections 635.010 “Definitions”, 635.020 “Compliance With Law”, 635.030 “Licensing”, 635.040 “Distance Requirements From Schools”, 635.050 “Distance Requirements From Churches”, 635.060 “Distance Requirements From Daycares”, 635.070 “Measurements”, 635.080 “Hours Of Operation”, and 635.090 “Medical Marijuana Facility Requirements.”

Submitted By: Chris Tabor, Principal Planner

Date: March 7, 2023

Issue Statement

Consideration to Amendments to Chapter 635 of the Republic Municipal Code.

Discussion and/or Analysis

The City of Republic is requesting Amendments to Title VI Business and Occupation – specifically amending Chapter 635 Medical Marijuana Facilities.

Following the legalization of medical marijuana by Missouri voters, City Staff presented code amendments, relating to the licensing and operation of medical marijuana facilities. These code changes were adopted by City Council in 2019.

History and General Information

Last November, voters approved the amendment of Article XIV of the Missouri Constitution by amending Section 1 and adding Section 2. Section 1 concerns medical marijuana, while Section 2 introduced provisions to allow for the adult-use, or recreational use, of marijuana. The change to state law makes it necessary to update our code accordingly to ensure compliance.

As a result of the new law, there are now three categories of facilities that concern marijuana in some operational capacity, two of which are new: medical facilities, comprehensive facilities, and marijuana microbusiness facilities.

Medical facilities are those facilities that work with medical marijuana. Comprehensive facilities are those facilities where marijuana may be cultivated, infused, or dispensed for both medical and recreational purposes. Marijuana microbusiness facilities are a separate category of facilities intended to bring social equity to provisioners of marijuana. These facilities may cultivate and dispense marijuana but may not infuse products.



Each of these facility-types has been incorporated into Chapter 635, which previously concerned only medical marijuana facilities.

Many of the changes made to this chapter are merely housekeeping and seek to clarify and update language to more closely mirror the state. Of note are amendments certain sections addressed below.

Sections 635.050 – 635.070

Distance requirements have been included for the new facility-types that matches what City Council had previously adopted. One thousand (1,000) feet of separation is required between any new marijuana facility and a pre-existing protected use. Protected uses are churches, schools, and day cares. Protected uses may not waive this right of required separation. Additionally, the state has included clarification on the method of measurement between new marijuana facilities and protected uses. Previously, local jurisdictions were responsible for formulating their own standards. This guidance removes this burden from cities while creating a state standard for determining the distance between protected uses and potential marijuana facilities.

Section 635.090 Marijuana Facility Requirements

This section serves to place requirements of the operation of all marijuana facilities, both medical and otherwise. Most of these requirements are carried over from the previously adopted regulations of this same section, however, certain updates were made to ensure compliance with the standards and regulations of state law.

Of note is the allowance in state law for dispensaries, both medical and non-medical, to conduct service “anywhere on the licensed property or to any address as directed by the patient...or consumer.” This change allows for sales directly to vehicles onsite and for home deliveries by the seller. Relatedly, state law requires that the provision of services by the seller “may not be visible from a public place outside of the marijuana facility...” The recommended amendment to the code incorporates all the aforementioned revisions to state law.

Recommended Action

Staff recommends the approval of the referenced Amendment.

AN ORDINANCE OF THE CITY COUNCIL AMENDING THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI BY AMENDING TITLE VI "BUSINESS AND OCCUPATION", CHAPTER 635 "MEDICAL MARIJUANA FACILITIES", SECTIONS 635.010 "DEFINITIONS", 635.020 "COMPLIANCE WITH LAW", 635.030 "LICENSING", 635.040 "DISTANCE REQUIREMENTS FROM SCHOOLS", 635.050 "DISTANCE REQUIREMENTS FROM CHURCHES", 635.060 "DISTANCE REQUIREMENTS FROM DAYCARES", 635.070 "MEASUREMENTS", 635.080 "HOURS OF OPERATION", AND 635.090 "MEDICAL MARIJUANA FACILITY REQUIREMENTS"

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

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

WHEREAS, the voters of the State of Missouri recently approved an amendment to the Missouri Constitution legalizing certain possession, consumption, distribution, production, purchase and sale of marijuana for 'adult use' (herein, "Amendment 3"), effective as of December 8, 2022; and

WHEREAS, the City has identified a need to amend the existing City Municipal Code provisions on business licensing to ensure conformity with the provisions and purpose(s) of Amendment 3.

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

Section 1: Title VI "Business and Occupation", Chapter 635 "Medical Marijuana Facilities", is hereby amended by amending Sections 635.010 "Definitions", 635.020 "Compliance with Law", 635.030 "Licensing", 635.040 "Distance Requirements from Schools", 635.050 "Distance Requirements from Churches", 635.060 "Distance Requirements from Daycares", 635.070 "Measurements", 635.080 "Hours of Operation", and 635.090 "Medical Marijuana Facility Requirements", to read as follows:

Chapter 635 ~~Medical~~ Marijuana Facilities and Medical Facilities Licensed Under MO. Const. Article XIV, Section 1

635.010 Definitions

The term "Comprehensive Facility" means a comprehensive marijuana cultivation facility, comprehensive marijuana dispensary facility, or a comprehensive marijuana-infused products manufacturing facility.

The term "Marijuana Facility" means a comprehensive marijuana cultivation facility comprehensive marijuana dispensary facility, marijuana testing facility, comprehensive marijuana-infused products manufacturing facility, microbusiness wholesale facility, microbusiness dispensary facility, or any other type of marijuana-related facility or business licensed or certified by the department pursuant to this

section, but shall not include a medical facility authorized to operate under Article XIV, Section 1 of the Missouri Constitution.

The term "Medical Facility" means any medical marijuana cultivation facility, medical marijuana dispensary facility, or medical marijuana-infused products manufacturing facility, as defined in Article XIV, Section 1 of the Missouri Constitution.

The terms "church," "co-location," "day care," "day care center," "marijuana," "marijuana-infused products," "marijuana microbusiness facility," "marijuana testing facility," "microbusiness dispensary facility," "microbusiness wholesale facility" and all other related terms not specifically defined in this Chapter shall have the definitions set forth in ~~Unless specifically defined in this Chapter, definitions shall be in accordance with the~~ Article XIV, Sections 1 and 2 of the Missouri Constitution and the Missouri Department of Health and Senior Services (or its successor) and in City Code Section 405.020. ~~regulations governing medical marijuana facilities, which are currently in 19 CSR 30-95.~~

635.020 Compliance With Law

~~All~~ Each ~~medical marijuana facilities~~ facility, comprehensive facility, and marijuana facility shall always ~~comply~~ maintain compliance with all applicable state laws ~~and regulations,~~ regulations issued by the Missouri Department of Health and Senior Services (or its successor), ~~and the Municipal City Code, related to medical marijuana facilities.~~ If the State's laws and regulations are more restrictive than the City's laws and regulations, ~~than the more restrictive requirement applies.~~

635.030 Licensing

No medical ~~marijuana~~ facility, comprehensive facility or marijuana facility shall be operated without a valid business license, ~~an~~ a valid occupancy permit, and a valid license issued by the Missouri Department of Health and Senior Services (or its successor).

635.040 Distance Requirements From Schools

- A. No medical ~~facility~~ marijuana dispensary facilities **formed after December 8, 2022**, licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing elementary or secondary school or property owned by a school district, as elementary and secondary schools are defined by State laws and regulations governing medical ~~marijuana~~ facilities.
- ~~B. No medical marijuana dispensary facilities licensed by the Missouri Department of Health and Senior Services (or its successor) and authorized to operate under Article XIV, Sections 1 or 2 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing elementary or secondary school or property owned by a school district, as elementary and secondary schools are defined by State laws and regulations governing medical marijuana facilities.~~

- ~~C. B.~~ No **comprehensive facility formed after December 8, 2022,** ~~medical marijuana cultivation facilities~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~21~~ of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing elementary or secondary school or property owned by a school district, as elementary and secondary schools are defined by State laws and regulations governing ~~medical marijuana~~ facilities.
- ~~C.~~ No **marijuana facility formed after December 8, 2022,** ~~medical marijuana-infused products manufacturing facilities~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~1~~ **2** of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing elementary or secondary school or property owned by a school district, as elementary and secondary schools are defined by State laws and regulations governing ~~medical marijuana~~ facilities.
- ~~D.~~ No ~~medical marijuana testing facilities licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing elementary or secondary school or property owned by a school district, as elementary and secondary schools are defined by State laws and regulations governing medical marijuana facilities.~~

635.050 Distance Requirements From Churches

- A. No medical ~~facility~~ **marijuana dispensary facilities formed after December 8, 2022,** licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing church, as church is defined by State laws and regulations governing ~~medical marijuana~~ facilities.
- ~~B.~~ No ~~medical marijuana dispensary facilities licensed by the Missouri Department of Health and Senior Services (or its successor) and authorized to operate under Article XIV, Sections 1 or 2 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing church as church is defined by State laws and regulations governing medical marijuana facilities.~~
- ~~C. B.~~ No **comprehensive facility formed after December 8, 2022,** ~~medical marijuana cultivation facilities~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~21~~ of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing church, as church is defined by State laws and regulations governing ~~medical marijuana~~ facilities.
- ~~C.~~ No **marijuana facility formed after December 8, 2022,** ~~medical marijuana-infused products manufacturing facilities~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~1~~ **2** of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license

or for zoning approval, within one thousand (1,000) feet of any then-existing church, as church is defined by State laws and regulations governing medical-marijuana facilities.

- ~~D. No medical marijuana testing facilities licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing church as church is defined by State laws and regulations governing medical marijuana facilities.~~

635.060 Distance Requirements From Daycares

- A. No medical ~~facility~~ **marijuana dispensary facilities formed after December 8, 2022**, licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing daycare center, as daycare center is defined by State laws and regulations governing medical marijuana facilities.
- ~~B. No medical marijuana dispensary facilities licensed by the Missouri Department of Health and Senior Services (or its successor) and authorized to operate under Article XIV, Sections 1 or 2 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing daycare center as daycare center is defined by State laws and regulations governing medical marijuana facilities.~~
- ~~C. B. No comprehensive facility formed after December 8, 2022, medical marijuana cultivation facilities~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~21~~ of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing daycare center, as daycare center is defined by State laws and regulations governing medical marijuana facilities.
- C. No marijuana facility formed after December 8, 2022, medical marijuana-infused products manufacturing facilities** licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~1~~ **2** of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing daycare center, as daycare center is defined by State laws and regulations governing medical marijuana facilities.
- ~~D. No medical marijuana testing facilities licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing daycare center as daycare center is defined by State laws and regulations governing medical marijuana facilities.~~

635.070 Measurements

Measurements shall be made in accordance with State laws and the Missouri Department of Health and Senior Services (or its successor) regulations governing medical marijuana facilities. **In the case of a freestanding facility, the distance between the facility and the school, daycare, or church shall be**

measured from the external wall of the facility structure closest in proximity to the school, daycare, or church to the closest point of the property line of the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility's entrance or exit closest in proximity to the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility. Measurements shall be made along the shortest path between the demarcation points that can be lawfully traveled by foot.

635.080 Hours Of Operation

The ~~medical marijuana dispensary facility's~~ hours of operation **for any medical marijuana dispensary facility, comprehensive marijuana dispensary facility, or microbusiness dispensary facility** shall be limited to 8:00 a.m. to 8:00 p.m., **central standard time**, Sunday through Saturday. No sales or distribution of ~~medical marijuana or any other products~~ **marijuana-infused products** sold to the public shall take place outside of the hours of operation. ~~No persons not employed by the facility shall be on the premises without being approved by the facilities' security personnel and shall be required to obtain and display an after-hours pass.~~

635.090 ~~Medical Marijuana Facility~~ Requirements for Marijuana Facilities and Medical Facilities Licensed Under MO. Const. Article XIV, Section 1

- A. **Medical Facilities.** ~~Medical marijuana facilities~~ **A medical facility** shall only sell medical marijuana or medical marijuana-infused products to a **qualifying** ~~qualified~~ patient in possession of a valid qualified patient identification card or a caretaker of a **qualifying** ~~qualified~~ patient, or patients, in possession of a valid qualified caretaker card issued from the Missouri Department of Health and Senior Services or its successor.
- B. **Outdoor Operations or Storage Prohibited.** ~~All The medical marijuana facility facilities,~~ **marijuana facilities and comprehensive facilities** shall be located **within** and operated from a ~~permanent and~~ **fully affixed,** enclosed structure and may not be located in a trailer, cargo container, or motor vehicle, and the structure shall not be **or other** mobile or ~~operate from a~~ transitory location. No marijuana or marijuana-infused products may be displayed so as to be visible by a person of normal visual acuity standing outside the boundary of the parcel on which the facility is located. ~~Any and all~~ **The** cultivation, processing, storage, display, sales or other distribution of marijuana, **marijuana-infused products or marijuana accessories** shall **may not be visible from a public place outside of the medical facility, comprehensive facility, or marijuana facility without the use of binoculars, aircraft, or other optical aids.** ~~occur within the enclosed structure and shall not be visible from the exterior of the building.~~
- C. ~~The medical marijuana facility shall not sell to customers who are in cars or who consume the sold products in cars parked on the facility, nor shall it sell products through a sales window, to customers who are in cars, for the immediate consumption by the customer either on or off the premises.~~

- ~~D. The medical marijuana facility shall not provide delivery services for any of its products unless otherwise allowed by State law.~~
- ~~E.~~ **C. Ventilation Required.** Each All medical facilitymarijuana facilities, marijuana facility, and comprehensive facility shall have installed and operational at all times a ventilation system or odor mitigation system to prevent any odor of marijuana from leaving the structure building or individual unit where in which the facility operates, ~~from~~ so that no odor of marijuana shall be detectable by a person with normal sense of smell beyond the boundary of the parcel on which the facility is located. building or unit where the facility operates. The facility shall not use any equipment or process that creates noise, dust, vibration, glare, fumes, odors or electrical interference detectable to the normal senses beyond the building or unit where the facility operates.
- ~~F.~~ **D. Nuisances Prohibited.** No medical marijuana facility, marijuana facility, or comprehensive facility shall create or cause any public nuisance.
- ~~G.~~ If a medical marijuana facility elects to sell devices, contrivances, instruments, and paraphernalia for inhaling or otherwise consuming marijuana, including, but not limited to, rolling papers, and related tools, water pipes, and vaporizers, said items shall only be sold to an individual who is a qualified patient in possession of a valid qualified patient identification card or a caretaker of a qualified patient, or patients, in possession of a valid qualified caretaker card.
- ~~H.~~ No medical marijuana facility shall display signage or advertisements with the "marijuana" or "cannabis," or any other word, phrase, or symbol commonly understood to refer to marijuana unless the word or phrase is immediately proceeded by the word "medical" in the same type and font as all other words and symbols.
- ~~I.~~ No medical marijuana facility shall advertise or promote the recreational or other use of medical marijuana that is inconsistent with the medical use of medical marijuana.
- ~~J.~~ E. No medical marijuana facility shall allow marijuana to be consumed on the premises or within the parking lot used by the facility. **Onsite Usage Prohibited. No medical facility, comprehensive facility, or marijuana microbusiness facility shall allow marijuana to be consumed on the premises or within the parking lot used by the facility unless otherwise authorized by Article XIV Sections 1 or 2 or the Missouri Constitution or other state law.**
- ~~K.~~ **F. Display of Licenses Required.** No medical marijuana facility, comprehensive facility, or marijuana facility shall operate unless the its license(s) issued by the Missouri Department of Health and Senior Services (or its successor), is displayed in an openly and conspicuously placed at the entrance to the facility. on the premises.
- ~~L.~~ **G. Minimum Age Required.** No person under the age of eighteen (18) years, except a qualifying patient ~~when~~ accompanied by a parent or legal guardian, shall be allowed on the premisespremised of the a medical marijuana facility, comprehensive facility, or marijuana facility.
- ~~M.~~ **H. Security Measures Required.** No medical marijuana facility, comprehensive facility, or marijuana facility shall operate unless all the safety and security requirements ~~as required~~ under state law or mandated by the Missouri Department of Health and Senior Services (or its successor) are in place and fully functional at all times. All security records shall be maintained by the facility and made available to law enforcement upon request.

- ~~E. The medical marijuana facility shall display a sign on the interior of the facility indicating that a patient identification card or primary caregiver identification card, issued from the Missouri Department of Health and Senior Services (or its successor), is required and must be presented to purchase medical marijuana and marijuana-infused products.~~
- ~~F. Within thirty (30) days of ceasing operations, all medical marijuana-related products, supplies, and equipment, including signage, shall be removed from the facility.~~
- ~~G. It shall be unlawful for any person to distribute, transmit, give, dispense, or otherwise provide medical retail marijuana as a home occupation.~~
- ~~H. The regulations contained in this Chapter shall be in addition to any and all regulations contained elsewhere in the Municipal Code or Zoning Ordinance.~~

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

- Section 2:** All other Sections of the Municipal Code of the City of Republic, Missouri, not specifically referenced in this Ordinance shall remain unmodified and in full force and effect.
- Section 3:** All ordinances and parts of ordinances in conflict herewith are hereby repealed.
- Section 4:** The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 5:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 6:** 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 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

Chapter 635 ~~Medical Marijuana Facilities~~ and Medical Facilities Licensed Under MO. Const. Article XIV, Section 1

635.010 Definitions

The term "Comprehensive Facility" means a comprehensive marijuana cultivation facility, comprehensive marijuana dispensary facility, or a comprehensive marijuana-infused products manufacturing facility.

The term "Marijuana Facility" means a comprehensive marijuana cultivation facility comprehensive marijuana dispensary facility, marijuana testing facility, comprehensive marijuana-infused products manufacturing facility, microbusiness wholesale facility, microbusiness dispensary facility, or any other type of marijuana-related facility or business licensed or certified by the department pursuant to this section, but shall not include a medical facility authorized to operate under Article XIV, Section 1 of the Missouri Constitution.

The term "Medical Facility" means any medical marijuana cultivation facility, medical marijuana dispensary facility, or medical marijuana-infused products manufacturing facility, as defined in Article XIV, Section 1 of the Missouri Constitution.

The terms "church," "co-location," "day care," "day care center," "marijuana," "marijuana-infused products," "marijuana microbusiness facility", "marijuana testing facility," "microbusiness dispensary facility," "microbusiness wholesale facility" and all other related terms not specifically defined in this Chapter shall have the definitions set forth in ~~Unless specifically defined in this Chapter, definitions shall be in accordance with the~~ Article XIV, Sections 1 and 2 of the Missouri Constitution and the Missouri Department of Health and Senior Services (or its successor) and in City Code Section 405.020. ~~regulations governing medical marijuana facilities, which are currently in 19 CSR 30-95.~~

635.020 Compliance With Law

~~All~~Each ~~medical marijuana facilities facility, comprehensive facility, and marijuana facility~~ shall ~~always comply~~maintain compliance with all applicable state laws, ~~and~~ regulations issued by the Missouri Department of Health and Senior Services (or its successor), ~~and the Municipal City Code related to medical marijuana facilities.~~ If the State's laws and regulations are more restrictive than the City's laws, ~~than then~~ the more restrictive requirement applies.

[Ord. No. 19-34, 1-7-2020]

635.030 Licensing

No medical facility, comprehensive facility, or marijuana facility shall ~~be~~ operated without a valid business license, ~~an~~ valid occupancy permit, and a valid license issued by the Missouri Department of Health and Senior Services (or its successor).

[Ord. No. 19-34, 1-7-2020]

635.040 Distance Requirements From Schools

- A. No medical facility~~marijuana dispensary facilities~~ formed after December 8, 2022, licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 of the Missouri Constitution, including one co-located, shall

be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing elementary or secondary school or property owned by a school district, as elementary and secondary schools are defined by State laws and regulations governing medical ~~marijuana~~ facilities.

- B. No ~~comprehensive facility formed after December 8, 2022, medical marijuana cultivation facilities~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~21~~ of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing elementary or secondary school or property owned by a school district, as elementary and secondary schools are defined by State laws and regulations governing ~~medical~~ marijuana facilities.
- C. No ~~marijuana facility formed after December 8, 2022, medical marijuana-infused products manufacturing facilities~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~21~~ of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing elementary or secondary school or property owned by a school district, as elementary and secondary schools are defined by State laws and regulations governing ~~medical~~ marijuana facilities.
- ~~D. No medical marijuana testing facilities licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing elementary or secondary school or property owned by a school district, as elementary and secondary schools are defined by State laws and regulations governing medical marijuana facilities.~~

[Ord. No. 19-34, 1-7-2020]

635.050 Distance Requirements From Churches

- A. No medical ~~facility~~ ~~marijuana dispensary facilities~~ ~~formed after December 8, 2022,~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing church as church is defined by State laws and regulations governing medical ~~marijuana~~ facilities.
- B. No ~~comprehensive facility formed after December 8, 2022, medical marijuana cultivation facilities~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~21~~ of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing church as church is defined by State laws and regulations governing ~~medical~~ marijuana facilities.
- C. No ~~marijuana facility formed after December 8, 2022, medical marijuana-infused products manufacturing facilities~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~21~~ of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-

existing church as church is defined by State laws and regulations governing ~~medical~~ marijuana facilities.

- ~~D.—No medical marijuana testing facilities licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing church as church is defined by State laws and regulations governing medical marijuana facilities.~~

[Ord. No. 19-34, 1-7-2020]

635.060 Distance Requirements From Daycares

- A. No medical ~~facility~~ **marijuana dispensary facilities formed after December 8, 2022**, licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing daycare center as daycare is defined by State laws and regulations governing medical ~~marijuana~~ facilities.
- B. No **comprehensive facility formed after December 8, 2022**, ~~medical marijuana cultivation facilities~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~21~~ of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing daycare center as daycare is defined by State laws and regulations governing ~~medical~~ marijuana facilities.
- C. No **marijuana microbusiness facility formed after December 8, 2022**, ~~medical marijuana-infused products manufacturing facilities~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~21~~ of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing daycare center as daycare is defined by State laws and regulations governing ~~medical~~ marijuana facilities.
- ~~D.—No medical marijuana testing facilities licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 or 2 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing daycare center as daycare is defined by State laws and regulations governing medical marijuana facilities.~~

[Ord. No. 19-34, 1-7-2020]

635.070 Measurements

~~Measurements shall be made in accordance with State laws and the Missouri Department of Health and Senior Services (or its successor) regulations governing medical marijuana facilities.~~ **In the case of a freestanding facility, the distance between the facility and the school, daycare, or church shall be measured from the external wall of the facility structure closest in proximity to the school, daycare, or church to the closest point of the property line of the school, daycare, or church. If the school,**

daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility's entrance or exit closest in proximity to the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility. Measurements shall be made along the shortest path between the demarcation points that can be lawfully traveled by foot.

[Ord. No. 19-34, 1-7-2020]

635.080 Hours Of Operation

The ~~medical marijuana dispensary facility's~~ hours of operation for any medical marijuana dispensary facility, comprehensive marijuana dispensary facility, and microbusiness dispensary facility shall be limited to 8:00 a.m. to 8:00 p.m., central standard time, Sunday through Saturday. No sales or distribution of ~~medical~~ marijuana or any other marijuana-infused products ~~sold~~ to the public shall take place outside of the hours of operation. ~~No persons not employed by the facility shall be on the premises without being approved by the facilities' security personnel and shall be required to obtain and display an after hours pass.~~

[Ord. No. 19-34, 1-7-2020]

635.090 Medical Marijuana Facility Requirements for Marijuana Facilities and Medical Facilities Licensed Under MO. Const. Article XIV, Section 1 and Section 2

- A. ~~Medical marijuana facilities~~ A medical facility shall only sell medical marijuana or medical marijuana-infused products to a qualifying~~qualified~~ patient in possession of a valid qualified patient identification card or a caretaker of a qualifying~~qualified~~ patient, or patients, in possession of a valid qualified caretaker card issued from the Missouri Department of Health and Senior Services or its successor.
- B. Outdoor Operations or Storage Prohibited. ~~All~~The medical ~~marijuana facility~~facilities, marijuana facilities and comprehensive facilities shall be located within and operated from a ~~permanent~~ and fully affixed, enclosed structure and may not be located in a trailer, cargo container, or motor vehicle, ~~and the structure shall not be or other~~ mobile or ~~operate from a~~ transitory location. Any and all cultivation, processing, storage, display, sales or other distribution of marijuana shall not be visible from a public place outside of medical facility, comprehensive facility, or marijuana microbusiness facility without the use of binoculars, aircraft, or other optical aids. ~~occur within the enclosed structure and shall not be visible from the exterior of the building.~~
- C. ~~The medical marijuana facility shall not sell to customers who are in cars or who consume the sold products in cars parked on the facility, nor shall it sell products through a sales window, to customers who are in cars, for the immediate consumption by the customer either on or off the premises.~~
- D. ~~The medical marijuana facility shall not provide delivery services for any of its products unless otherwise allowed by State law.~~
- E. Ventilation Required. ~~Each~~All medical ~~facility~~marijuana facilities, comprehensive facility, and marijuana facility shall have installed and operational at all times a ventilation system or odor mitigation system to prevent any odor of marijuana from leaving the structure~~building or~~

~~individual unit wherein which~~ the facility operates, ~~from~~ so that no odor of marijuana shall be detectable by a person with normal sense of smell beyond the boundary of the parcel on which the facility is located~~building or unit where the facility operates~~. The facility shall not use any equipment or process that creates noise, dust, vibration, glare, fumes, odors or electrical interference detectable to the normal senses beyond the building or unit where the facility operates.

- F. **Nuisances Prohibited.** No medical ~~marijuana facility, marijuana facility, or comprehensive facility~~ shall create or cause any public nuisance.
- ~~G. If a medical marijuana facility elects to sell devices, contrivances, instruments, and paraphernalia for inhaling or otherwise consuming marijuana, including, but not limited to, rolling papers, and related tools, water pipes, and vaporizers, said items shall only be sold to an individual who is a qualified patient in possession of a valid qualified patient identification card or a caretaker of a qualified patient, or patients, in possession of a valid qualified caretaker card.~~
- ~~H. No medical marijuana facility shall display signage or advertisements with the "marijuana" or "cannabis," or any other word, phrase, or symbol commonly understood to refer to marijuana unless the word or phrase is immediately preceded by the word "medical" in the same type and font as all other words and symbols.~~
- ~~I. No medical marijuana facility shall advertise or promote the recreational or other use of medical marijuana that is inconsistent with the medical use of medical marijuana.~~
- J. No medical marijuana facility shall allow marijuana to be consumed on the premises or within the parking lot used by the facility. **Onsite Usage Prohibited. No medical facility, comprehensive facility, or marijuana microbusiness facility shall allow marijuana to be consumed on the premises or within the parking lot used by the facility unless it is authorized by Article XIV Sections 1 or 2 or the Missouri Constitution or Missouri law.**
- ~~K. —~~
- L. **Display of Licenses Required.** No medical ~~marijuana facility, comprehensive facility, nor marijuana facility~~ shall operate unless ~~theits~~ license(s) issued by the Missouri Department of Health and Senior Services (or its successor), is displayed in an ~~openly~~ and conspicuously placed on the premises~~at the entrance to the facility~~.
- M. **Minimum Age Required.** No person under the age of eighteen (18) ~~years~~, except a qualifying patient ~~when~~ accompanied by a parent or legal guardian, shall be allowed on the premises~~premised of thea~~ medical ~~marijuana facility, comprehensive facility, or marijuana facility~~.
- N. **Security Measures Required.** No medical ~~marijuana facility, comprehensive facility, nor marijuana facility~~ shall operate unless all the safety and security requirements ~~as required~~ under state law or mandated by the Missouri Department of Health and Senior Services (or its successor) are in place and fully functional at all times. All security records shall be maintained by the facility and made available to law enforcement upon request.
- ~~O. The medical marijuana facility shall display a sign on the interior of the facility indicating that a patient identification card or primary caregiver identification card, issued from the Missouri Department of Health and Senior Services (or its successor), is required and must be presented to purchase medical marijuana and marijuana-infused products.~~
- ~~P. Within thirty (30) days of ceasing operations, all medical marijuana-related products, supplies, and equipment, including signage, shall be removed from the facility.~~
- ~~Q. It shall be unlawful for any person to distribute, transmit, give, dispense, or otherwise provide medical retail marijuana as a home occupation.~~
- ~~R. The regulations contained in this Chapter shall be in addition to any and all regulations contained elsewhere in the Municipal Code or Zoning Ordinance.~~

[Ord. No. 19-34, 1-7-2020]

CITY ATTORNEY MEMORANDUM

To: Matt Russell, Mayor; City Council Members
From: Megan McCullough, City Attorney
Cc: David Cameron, City Administrator
RE: Amendments to Ordinance 23-04
Date: March 7, 2023

Following the first read of proposed Ordinance 23-04 at the regular meeting of the City Council on February 21, 2023, staff became aware of an Emergency Rule recently published by the Missouri Department of Health and Senior Services (“DHHS”), the regulatory authority over medical and recreational marijuana in Missouri. The Emergency Rule appears in the newest set of Proposed Rules by the DHHS that would take effect this summer, superseding the rules currently in place. Based on the provisions of the DHHS Emergency Rule, we have made certain changes to the proposed Ordinance 23-04, specifically including: (1) the addition of clarifying language to address drive-through options for dispensaries, as acknowledged in the new DHHS Emergency Rule; and (2) the adjustment of minimum age requirements for persons allowed to enter the premises of marijuana facilities. We have additionally moved the phrase “formed after December 8, 2022” to the forefront of each defining provision to ensure clarity in determining those facilities to which the code sections apply.

Attached to this memorandum are the proposed revisions, shown in **GREEN** font with the same formatting scheme as commonly used (strikethrough indicating deletions, bold/underline indicating additions), to Ordinance 23-04, that were made following the first read. Staff is recommending passage of the motion to amend, which would allow the City Council to proceed to a second read and possible vote on Ordinance 23-04, as amended.

In order to put this recommendation into effect, the following motion should be made:

1. In the title of Chapter 635, I move to strike out the words “Licensed Under” and insert the words “as Defined in” and “Sections 1 and 2”.
2. In 635.040 Subsection A, I move to strike out the words “formed after December 8, 2022” and insert the words “After December 8, 2022” at the beginning of the paragraph.
3. In 635.040 Subsection B, I move to strike out the words “formed after December 8, 2022” and insert the words “After December 8, 2022” at the beginning of the paragraph.
4. In 635.040 Subsection C, I move to strike out the words “formed after December 8, 2022” and insert the words “After December 8, 2022” at the beginning of the paragraph.
5. In 635.050 Subsection A, I move to strike out the words “formed after December 8, 2022” and insert the words “After December 8, 2022” at the beginning of the paragraph.
6. In 635.050 Subsection B, I move to strike out the words “formed after December 8, 2022” and insert the words “After December 8, 2022” at the beginning of the paragraph.
7. In 635.050 Subsection C, I move to strike out the words “formed after December 8, 2022” and insert the words “After December 8, 2022” at the beginning of the paragraph.
8. In 635.060 Subsection A, I move to strike out the words “formed after December 8, 2022” and insert the words “After December 8, 2022” at the beginning of the paragraph.
9. In 635.060 Subsection B, I move to strike out the words “formed after December 8, 2022” and insert the words “After December 8, 2022” at the beginning of the paragraph.
10. In 635.060 Subsection C, I move to strike out the words “formed after December 8, 2022” and insert the words “After December 8, 2022” at the beginning of the paragraph.

11. In the heading of 635.090, I move to strike out the words “Licensed Under” and insert the words “as Defined in” and “Sections 1 and 2”.
12. In 635.090 Subsection B, I move to insert the sentence “All marijuana, marijuana-infused products, and marijuana accessories sold or delivered pursuant to the provisions of this Chapter shall be sold or delivered in opaque packaging so as to prevent the sale and delivery from being visible from a public place outside of the marijuana facility without the use of binoculars, aircraft, or other optical aids” at the conclusion of the paragraph.
13. In 635.090 Subsection G, I move to substitute the new proposed sentence, “No person under the age of twenty-one (21) years may enter any area of a marijuana facility beyond the marijuana facility’s public access point area, unless such person is (1) a qualifying patient, or (2) accompanying a parent or guardian who is a qualifying patient, primary caregiver, or consumer at least twenty-one (21) years of age or older”, in the place of the former proposed sentence, “No person under the age of eighteen (18) years, except a qualifying patient when accompanied by a parent or legal guardian, shall be allowed on the premises of a medical marijuana facility, comprehensive facility, or marijuana facility.”



Megan E. McCullough, City Attorney

AN ORDINANCE OF THE CITY COUNCIL AMENDING THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI BY AMENDING TITLE VI "BUSINESS AND OCCUPATION", CHAPTER 635 "MEDICAL MARIJUANA FACILITIES", SECTIONS 635.010 "DEFINITIONS", 635.020 "COMPLIANCE WITH LAW", 635.030 "LICENSING", 635.040 "DISTANCE REQUIREMENTS FROM SCHOOLS", 635.050 "DISTANCE REQUIREMENTS FROM CHURCHES", 635.060 "DISTANCE REQUIREMENTS FROM DAYCARES", 635.070 "MEASUREMENTS", 635.080 "HOURS OF OPERATION", AND 635.090 "MEDICAL MARIJUANA FACILITY REQUIREMENTS"

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

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

WHEREAS, the voters of the State of Missouri recently approved an amendment to the Missouri Constitution legalizing certain possession, consumption, distribution, production, purchase and sale of marijuana for 'adult use' (herein, "Amendment 3"), effective as of December 8, 2022; and

WHEREAS, the City has identified a need to amend the existing City Municipal Code provisions on business licensing to ensure conformity with the provisions and purpose(s) of Amendment 3.

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

Section 1: Title VI "Business and Occupation", Chapter 635 "Medical Marijuana Facilities", is hereby amended by amending Sections 635.010 "Definitions", 635.020 "Compliance with Law", 635.030 "Licensing", 635.040 "Distance Requirements from Schools", 635.050 "Distance Requirements from Churches", 635.060 "Distance Requirements from Daycares", 635.070 "Measurements", 635.080 "Hours of Operation", and 635.090 "Medical Marijuana Facility Requirements", to read as follows:

Chapter 635 ~~Medical Marijuana Facilities~~ and Medical Facilities Licensed Under as Defined in MO. Const. Article XIV, Sections 1 and 2

635.010 Definitions

The term "Comprehensive Facility" means a comprehensive marijuana cultivation facility, comprehensive marijuana dispensary facility, or a comprehensive marijuana-infused products manufacturing facility.

The term "Marijuana Facility" means a comprehensive marijuana cultivation facility comprehensive marijuana dispensary facility, marijuana testing facility, comprehensive marijuana-infused products manufacturing facility, microbusiness wholesale facility, microbusiness dispensary facility, or any other type of marijuana-related facility or business licensed or certified by the department pursuant to this

section, but shall not include a medical facility authorized to operate under Article XIV, Section 1 of the Missouri Constitution.

The term "Medical Facility" means any medical marijuana cultivation facility, medical marijuana dispensary facility, or medical marijuana-infused products manufacturing facility, as defined in Article XIV, Section 1 of the Missouri Constitution.

The terms "church," "co-location," "day care," "day care center," "marijuana," "marijuana-infused products," "marijuana microbusiness facility," "marijuana testing facility," "microbusiness dispensary facility," "microbusiness wholesale facility" and all other related terms not specifically defined in this Chapter shall have the definitions set forth in ~~Unless specifically defined in this Chapter, definitions shall be in accordance with the~~ Article XIV, Sections 1 and 2 of the Missouri Constitution and the Missouri Department of Health and Senior Services (or its successor) and in City Code Section 405.020. ~~regulations governing medical marijuana facilities, which are currently in 19 CSR 30-95.~~

635.020 Compliance With Law

~~All~~ Each ~~medical marijuana facilities~~ facility, comprehensive facility, and marijuana facility shall always ~~comply~~ maintain compliance with all applicable state laws ~~and regulations,~~ regulations issued by the Missouri Department of Health and Senior Services (or its successor), ~~and the Municipal City Code, related to medical marijuana facilities.~~ If the State's laws and regulations are more restrictive than the City's laws and regulations, ~~than the more restrictive requirement applies.~~

635.030 Licensing

No medical ~~marijuana~~ facility, comprehensive facility or marijuana facility shall be operated without a valid business license, ~~an~~ a valid occupancy permit, and a valid license issued by the Missouri Department of Health and Senior Services (or its successor).

635.040 Distance Requirements From Schools

- A. After December 8, 2022, No medical facility, ~~marijuana dispensary facilities~~ formed after December 8, 2022, licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing elementary or secondary school or property owned by a school district, as elementary and secondary schools are defined by State laws and regulations governing medical ~~marijuana~~ facilities.
- ~~B. No medical marijuana dispensary facilities licensed by the Missouri Department of Health and Senior Services (or its successor) and authorized to operate under Article XIV, Sections 1 or 2 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing elementary or secondary school or property owned by a school district, as elementary and secondary schools are defined by State laws and regulations governing medical marijuana facilities.~~

- ~~C.~~ **B. After December 8, 2022, No comprehensive facility formed after December 8, 2022,** medical marijuana cultivation facilities licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~21~~ of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing elementary or secondary school or property owned by a school district, as elementary and secondary schools are defined by State laws and regulations governing medical-marijuana facilities.
- C. After December 8, 2022, No marijuana facility, formed after December 8, 2022,** medical marijuana-infused products manufacturing facilities licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~1~~ **2** of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing elementary or secondary school or property owned by a school district, as elementary and secondary schools are defined by State laws and regulations governing medical marijuana facilities.
- ~~D. No medical marijuana testing facilities licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing elementary or secondary school or property owned by a school district, as elementary and secondary schools are defined by State laws and regulations governing medical marijuana facilities.~~

635.050 Distance Requirements From Churches

- A. After December 8, 2022, No medical facility,** marijuana dispensary facilities ~~formed after December 8, 2022,~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing church, as church is defined by State laws and regulations governing medical marijuana facilities.
- ~~B. No medical marijuana dispensary facilities licensed by the Missouri Department of Health and Senior Services (or its successor) and authorized to operate under Article XIV, Sections 1 or 2 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing church as church is defined by State laws and regulations governing medical marijuana facilities.~~
- ~~C.~~ **B. After December 8, 2022, No comprehensive facility, formed after December 8, 2022,** medical marijuana cultivation facilities licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~21~~ of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing church, as church is defined by State laws and regulations governing medical-marijuana facilities.
- C. After December 8, 2022, No marijuana facility, formed after December 8, 2022,** medical marijuana-infused products manufacturing facilities licensed by the Missouri Department of

Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~1~~ 2 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing church, as church is defined by State laws and regulations governing medical marijuana facilities.

- ~~D. No medical marijuana testing facilities licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing church as church is defined by State laws and regulations governing medical marijuana facilities.~~

635.060 Distance Requirements From Daycares

- A. After December 8, 2022, ~~No medical facility,~~ marijuana dispensary facilities ~~formed after December 8, 2022,~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing daycare center, as daycare center is defined by State laws and regulations governing medical marijuana facilities.
- ~~B. No medical marijuana dispensary facilities licensed by the Missouri Department of Health and Senior Services (or its successor) and authorized to operate under Article XIV, Sections 1 or 2 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing daycare center as daycare center is defined by State laws and regulations governing medical marijuana facilities.~~
- ~~C. B. After December 8, 2022, ~~No comprehensive facility, formed after December 8, 2022,~~ medical marijuana cultivation facilities~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~21~~ 21 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing daycare center, as daycare center is defined by State laws and regulations governing medical marijuana facilities.
- C. After December 8, 2022, ~~No marijuana facility, formed after December 8, 2022,~~ medical marijuana-infused products manufacturing facilities licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~1~~ 2 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing daycare center, as daycare center is defined by State laws and regulations governing medical marijuana facilities.
- ~~D. No medical marijuana testing facilities licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing daycare center as daycare center is defined by State laws and regulations governing medical marijuana facilities.~~

635.070 Measurements

Measurements shall be made in accordance with State laws and the Missouri Department of Health and Senior Services (or its successor) regulations governing medical marijuana facilities. In the case of a freestanding facility, the distance between the facility and the school, daycare, or church shall be measured from the external wall of the facility structure closest in proximity to the school, daycare, or church to the closest point of the property line of the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility's entrance or exit closest in proximity to the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility. Measurements shall be made along the shortest path between the demarcation points that can be lawfully traveled by foot.

635.080 Hours Of Operation

The ~~medical marijuana dispensary facility's~~ hours of operation for any medical marijuana dispensary facility, comprehensive marijuana dispensary facility, or microbusiness dispensary facility shall be limited to 8:00 a.m. to 8:00 p.m., central standard time, Sunday through Saturday. No sales or distribution of medical marijuana or any other products marijuana-infused products sold to the public shall take place outside of the hours of operation. ~~No persons not employed by the facility shall be on the premises without being approved by the facilities' security personnel and shall be required to obtain and display an after-hours pass.~~

635.090 ~~Medical Marijuana Facility~~ Requirements for Marijuana Facilities and Medical Facilities Licensed Under as Defined in MO. Const. Article XIV, Sections 1 and 2

- A. **Medical Facilities.** ~~Medical marijuana facilities~~ A medical facility shall only sell medical marijuana or medical marijuana-infused products to a qualifying ~~qualified~~ patient in possession of a valid qualified patient identification card or a caretaker of a qualifying ~~qualified~~ patient, or patients, in possession of a valid qualified caretaker card issued from the Missouri Department of Health and Senior Services or its successor.
- B. **Outdoor Operations or Storage Prohibited.** ~~All The medical marijuana facility facilities,~~ marijuana facilities and comprehensive facilities shall be located within and operated from a ~~permanent and~~ fully affixed, enclosed structure and may not be located in a trailer, cargo container, or motor vehicle, ~~and the structure shall not be~~ or other mobile or ~~operate from a~~ transitory location. No marijuana or marijuana-infused products may be displayed so as to be visible by a person of normal visual acuity standing outside the boundary of the parcel on which the facility is located. ~~Any and all~~ The cultivation, processing, storage, display, sales or other distribution of marijuana, marijuana-infused products or marijuana accessories shall may not be visible from a public place outside of the medical facility, comprehensive facility, or marijuana facility without the use of binoculars, aircraft, or other optical aids. ~~occur within the enclosed structure and shall not be visible from the exterior of the building.~~ All marijuana, marijuana-infused products, and marijuana accessories sold or delivered pursuant to the provisions of this

Chapter shall be sold or delivered in opaque packaging so as to prevent the sale and delivery from being visible from a public place outside of the marijuana facility without the use of binoculars, aircraft, or other optical aids.

- ~~C.~~ The medical marijuana facility shall not sell to customers who are in cars or who consume the sold products in cars parked on the facility, nor shall it sell products through a sales window, to customers who are in cars, for the immediate consumption by the customer either on or off the premises.
- ~~D.~~ The medical marijuana facility shall not provide delivery services for any of its products unless otherwise allowed by State law.
- ~~E.~~ **C. Ventilation Required.** ~~Each~~ All medical facility/marijuana facilities, marijuana facility, and comprehensive facility shall have installed and operational at all times a ventilation system or odor mitigation system to prevent any odor of marijuana from leaving the structure building or individual unit where in which the facility operates, ~~from~~ so that no odor of marijuana shall be detectable by a person with normal sense of smell beyond the boundary of the parcel on which the facility is located. building or unit where the facility operates. The facility shall not use any equipment or process that creates noise, dust, vibration, glare, fumes, odors or electrical interference detectable to the normal senses beyond the building or unit where the facility operates.
- ~~F.~~ **D. Nuisances Prohibited.** No medical marijuana facility, marijuana facility, or comprehensive facility shall create or cause any public nuisance.
- ~~G.~~ If a medical marijuana facility elects to sell devices, contrivances, instruments, and paraphernalia for inhaling or otherwise consuming marijuana, including, but not limited to, rolling papers, and related tools, water pipes, and vaporizers, said items shall only be sold to an individual who is a qualified patient in possession of a valid qualified patient identification card or a caretaker of a qualified patient, or patients, in possession of a valid qualified caretaker card.
- ~~H.~~ No medical marijuana facility shall display signage or advertisements with the "marijuana" or "cannabis," or any other word, phrase, or symbol commonly understood to refer to marijuana unless the word or phrase is immediately preceded by the word "medical" in the same type and font as all other words and symbols.
- ~~I.~~ No medical marijuana facility shall advertise or promote the recreational or other use of medical marijuana that is inconsistent with the medical use of medical marijuana.
- ~~J.~~ ~~E.~~ No medical marijuana facility shall allow marijuana to be consumed on the premises or within the parking lot used by the facility. **Onsite Usage Prohibited. No medical facility, comprehensive facility, or marijuana microbusiness facility shall allow marijuana to be consumed on the premises or within the parking lot used by the facility unless otherwise authorized by Article XIV Sections 1 or 2 or the Missouri Constitution or other state law.**
- ~~K.~~ **F. Display of Licenses Required.** No medical marijuana facility, comprehensive facility, or marijuana facility shall operate unless the its license(s) issued by the Missouri Department of Health and Senior Services (or its successor), is displayed in an openly and conspicuously placed at the entrance to the facility. on the premises.
- ~~L.~~ **G. Minimum Age Required.** No person under the age of twenty-one (21) years may enter any area of a marijuana facility beyond the marijuana facility's public access point area, unless such person is (1) a qualifying patient, or (2) accompanying a parent or guardian who is a qualifying

patient, primary caregiver, or consumer at least twenty-one (21) years of age or older. No person under the age of eighteen (18) ~~years~~, except a ~~qualifying~~ patient when accompanied by a parent or legal guardian, shall be allowed on the ~~premises~~ premised of the ~~a~~ medical marijuana facility, ~~comprehensive facility, or marijuana facility.~~

~~M.~~ **H. Security Measures Required.** No medical ~~marijuana~~ facility, comprehensive facility, or marijuana facility shall operate unless all the safety and security requirements as required under state law or mandated by the Missouri Department of Health and Senior Services (or its successor) are in place and fully functional at all times. All security records shall be maintained by the facility and made available to law enforcement upon request.

~~E.~~ The medical marijuana facility shall display a sign on the interior of the facility indicating that a patient identification card or primary caregiver identification card, issued from the Missouri Department of Health and Senior Services (or its successor), is required and must be presented to purchase medical marijuana and marijuana-infused products.

~~F.~~ Within thirty (30) days of ceasing operations, all medical marijuana related products, supplies, and equipment, including signage, shall be removed from the facility.

~~G.~~ It shall be unlawful for any person to distribute, transmit, give, dispense, or otherwise provide medical ~~retail~~ marijuana as a home occupation.

~~H.~~ The regulations contained in this Chapter shall be in addition to any and all regulations contained elsewhere in the Municipal Code or Zoning Ordinance.

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

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

Section 3: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 4: The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.

Section 5: The WHEREAS clauses above are specifically incorporated herein by reference.

Section 6: 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 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

EMERGENCY RULE

TITLE 19 – DEPARTMENT OF HEALTH AND SENIOR SERVICES

Division 100 – Division of Cannabis Regulation Chapter 1 – Marijuana

EMERGENCY RULE

19 CSR 100-1.010 Definitions

PURPOSE: This rule defines terms used in Chapter 1.

EMERGENCY STATEMENT: This emergency rule informs citizens of the new definitions pertaining to the regulation of marijuana for adult and medical use. This emergency rule is necessary to protect a compelling governmental interest since Amendment 3 to the Missouri Constitution made significant changes to the regulation of marijuana, and new rules will be needed to effectuate those changes. As a result, the Department of Health and Senior Services finds a compelling governmental interest, which requires emergency action. The scope of this emergency rule is limited to the circumstances creating the emergency and complies with the protections extended in the Missouri and United States Constitutions. The Department of Health and Senior Services believes this emergency rule is fair to all interested persons and parties under the circumstances. If an emergency is not enacted, there would be no rules explaining how the new provisions of Article XIV of the Missouri Constitution apply, and there would be much confusion as to the processes and procedures related to licensure and regulation of the marijuana industry. This emergency rule was filed January 20, 2023, becomes effective February 3, 2023, and expires August 1, 2023.

(1) “Administer” means the direct application of marijuana by way of any of the following methods:

(A) Ingestion of capsules, teas, oils, and other marijuana-infused products;

(B) Vaporization or smoking of dried flowers, buds, plant material, extracts, oils, and other marijuana-infused products;

(C) Application of ointments or balms;

(D) Transdermal patches and suppositories;

(E) Consuming marijuana-infused food products; or

(F) Any other method recommended by a qualifying patient’s physician or nurse practitioner.

(2) “Administrative hold” means a status given to marijuana product by the department during an investigation into alleged violations of the Article XIV and these rules. This status includes no sale or transfer of the marijuana product until the hold is lifted.

(3) “Advertisement” means any dissemination of information by print, audio, or video means, whether through the media or otherwise, including but not limited to radio, television, motion pictures, newspapers, internet, email, texting, website, mobile applications, magazines or similar publications or other printed or graphic matter, or any electronic means, except that the term shall not include:

(A) Any packaging or label affixed to packaging of marijuana product; and

(B) Any editorial in any periodical or publication or newspaper for the preparation or publication of which no money or other valuable consideration is paid or promised, directly or indirectly, by or on behalf of any entity subject to these regulations.

(4) “Applicant identifier” means a number assigned to an application for the purposes of conducting a lottery to award

licenses or certifications.

(5) “Batch” means a specific, identified quantity of marijuana, from immature plant stage to harvest, that is uniform in strain, and cultivated utilizing the same growing practices.

(6) “Church” means a permanent building primarily and regularly used as a place of religious worship.

(7) “Clone” means a marijuana vegetative cutting.

(8) “Comprehensive Facility” means a comprehensive marijuana cultivation facility, comprehensive marijuana dispensary facility, or a comprehensive marijuana-infused products manufacturing facility.

(9) “Comprehensive Marijuana Cultivation Facility” means a facility licensed by the department where marijuana cultivation operations for medical or adult use occur.

(10) “Comprehensive Marijuana Cultivation Facility Licensee” means an entity licensed by the department to engage in the process of cultivating marijuana for medical or adult use at a comprehensive marijuana cultivation facility.

(11) “Comprehensive Marijuana Dispensary Facility” means a facility licensed by the department where marijuana product is dispensed for medical or adult use.

(12) “Comprehensive Marijuana Dispensary Facility Licensee” means an entity licensed by the department to engage in the process of dispensing marijuana product for medical or adult use at a comprehensive marijuana dispensary facility.

(13) “Comprehensive Marijuana-Infused Products Manufacturing Facility” means a facility licensed by the department where marijuana-infused products and prerolls are manufactured for medical or adult use.

(14) “Comprehensive Marijuana-Infused Products Manufacturing Facility Licensee” means an entity licensed by the department to engage in the process of manufacturing marijuana-infused products and prerolls for medical or adult use at a comprehensive marijuana-infused products manufacturing facility.

(15) “Consumer” means a person who is at least twenty-one years of age.

(16) “Cultivation Facility” means a medical marijuana cultivation facility, a comprehensive marijuana cultivation facility, or a microbusiness wholesale facility licensed to cultivate marijuana.

(17) “Dangerous Material” means any substance or material that is capable of posing an unreasonable risk to health, safety, and property.

(18) “Daycare” means a child-care facility, as defined by section 210.201, RSMo., or its successor provisions, that is licensed by the state of Missouri.

(19) “Delivery” means the movement of marijuana from a dispensary facility to a consumer, qualifying patient, or primary caregiver.

(20) “Department” means the Department of Health and

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Senior Services, or its successor agency.

(21) "Dispensary Facility" means a medical marijuana dispensary facility, a comprehensive marijuana dispensary facility, or a microbusiness dispensary facility.

(22) "Disqualifying felony offense" means a violation of, and conviction of or guilty plea to, state or federal law that is, or would have been, a felony under Missouri law, regardless of the sentence imposed. Exceptions for both medical and marijuana facility owners can be found in Article XIV of the *Missouri Constitution*.

(23) "Dried, unprocessed marijuana or its equivalent" means the marijuana flower after it has been cured and trimmed, or its equivalent amount of marijuana concentrate or tetrahydrocannabinol (THC) content. For purposes of purchase and possession limitations, one (1) ounce of dried, unprocessed marijuana is equivalent to eight (8) grams of marijuana concentrate or eight hundred (800) milligrams of THC in infused products.

(24) "Elementary or secondary school" means any public school as defined in section 160.011, RSMo, or any private school giving instruction in a grade or grades not higher than the twelfth grade, including any property owned by the public or private school that is regularly used for extracurricular activities, but does not include any private school in which education is primarily conducted in private homes.

(25) "Enclosed, locked facility" means a stationary, fully enclosed, locked space:

(A) Equipped with functioning security devices that permit access to only the consumer(s), qualifying patient(s), or primary caregiver(s) who have informed the department that this is the space where they will cultivate marijuana; and

(B) Where plants are not visible to the unaided eye from a public space.

(26) "Entity" means a natural person, corporation, professional corporation, nonprofit corporation, cooperative corporation, unincorporated association, business trust, limited liability company, general or limited partnership, limited liability partnership, joint venture, or any other legal entity.

(27) "Facility" means the physical structure(s), including strip malls, and the premises on which the physical structures are located which are used by a licensed or certified entity to perform its licensed or certified functions, whether the entity is licensed or certified as a medical facility or a marijuana facility.

(28) "Facility Agent" means an individual who holds an agent identification card issued by the department.

(29) "Financial interest" means all the economic rights and benefits owed to the holder of an equity ownership position in an entity.

(30) "Final marijuana product" means marijuana product that is intended for human use and includes all ingredients whether or not the ingredients contain cannabinoids. Where marijuana will be sold in a method of administration, the marijuana product must be processed into its method of administration before it is a final marijuana product.

(31) "Flowering plant" means a marijuana plant from the time it exhibits the first signs of sexual maturity through harvest.

(32) "Flowering Plant Canopy Space" means a space dedicated to growing flowering marijuana plants. Flowering plant canopy space is calculated in square feet and is measured from the outermost point of a flowering plant in a designated growing area and continuing around the outside of all flowering plants in that designated growing area, but not including space allocated for walkways or ancillary equipment. This space may be spread over a single tier or multiple tiers. If growing spaces are stacked vertically, each level of space shall be measured and included as part of the total flowering plant canopy space measurement. When measuring flowering plant canopy space before flowering plants are in the space, the square footage is calculated by measuring the facility-designated growing area, but not including space allocated for walkways or ancillary equipment.

(33) "Harvest lot" means a specifically identified quantity of marijuana that is uniform in strain, cultivated utilizing the same growing practices, harvested within a seventy-two (72-) hour period at the same location, and cured under uniform conditions.

(34) "Homogeneity" means the amount of cannabinoids within a marijuana product being consistent and reasonably equally dispersed throughout the marijuana product, including each portion of the marijuana product.

(35) "Homogenization" means the process by which the components of a sample are broken apart into particles that are equal in size and evenly distributed.

(36) "Identification card" means a document, whether in paper or electronic format, issued by the department that authorizes a consumer cultivator, qualifying patient, primary caregiver, or facility agent to access marijuana as provided by law.

(37) "Immature plant" means a non-flowering marijuana plant no taller than eight (8) inches and no wider than eight (8) inches.

(38) "Infused Preroll" means a consumable or smokable marijuana product, generally consisting of:

(A) Wrap or paper;

(B) Dried flower, buds, and/or plant material; and

(C) A concentrate, oil, or other type of marijuana extract, either within or on the surface of the product. Infused prerolls may or may not include a filter or crutch at the base of the product.

(39) "Licensee" means an entity licensed or issued a certificate by the department under Article XIV of the *Missouri Constitution*.

(40) "Limited Access Area" means all areas within a facility other than any public access points where individuals are screened for approval to enter.

(41) "Local Government" means, in the case of an incorporated area, a village, town, or city; and, in the case of an unincorporated area, a county.

(42) "Majority owned" means more than fifty percent (50%) of the financial interests (other than a security interest, lien, or

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encumbrance) or more than fifty percent (50%) of the voting interests of an entity, including any parent and subsidiary entities.

(43) “Mandatory Test” means a test required before a marijuana product can be sold to consumers, qualifying patients, or primary caregivers, using a homogenized sample for analysis created from a harvest or process lot.

(44) “Manufacturing Facility” means a medical marijuana-infused products manufacturing facility, a comprehensive marijuana-infused products manufacturing facility, or a microbusiness wholesale facility licensed to manufacture marijuana.

(45) “Marijuana” or “Marihuana” means *Cannabis indica*, *Cannabis sativa*, and *Cannabis ruderalis*, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as seeds, clones, and resin extracted from the marijuana plant. “Marijuana” or “Marihuana” does not include industrial hemp as defined by Missouri statute, or commodities or products manufactured from industrial hemp.

(46) “Marijuana Facility” means a comprehensive marijuana cultivation facility, comprehensive marijuana dispensary facility, comprehensive marijuana-infused products manufacturing facility, marijuana testing facility, transportation facility, microbusiness wholesale facility, microbusiness dispensary facility, or any other type of marijuana-related facility or business licensed or certified by the department pursuant to Article XIV, Section 2 of the *Missouri Constitution*, but shall not include a medical facility or marijuana research facility.

(47) “Marijuana-Infused Products” means products that are infused, dipped, coated, sprayed, or mixed with marijuana or an extract thereof, including, but not limited to, products that are able to be vaporized or smoked, edible products, ingestible products, topical products, suppositories, and infused prerolls.

(48) “Marijuana Microbusiness Facility” means a facility licensed by the department as a microbusiness dispensary facility or microbusiness wholesale facility.

(49) “Marijuana Product” means marijuana, marijuana-infused products, or other products made using marijuana, including prerolls, as those terms are defined herein, unless otherwise provided for in these rules.

(50) “Marijuana Research Facility” means a facility licensed by the department where activities intended to facilitate scientific research or education related to marijuana product occur.

(51) “Marijuana Research Facility Licensee” means an entity licensed by the department to engage in activities intended to facilitate scientific research or education related to marijuana product at a marijuana research facility.

(52) “Marijuana Testing Facility” means a facility certified by the department where marijuana product testing occurs.

(53) “Marijuana Testing Facility Certificate Holder” means an entity certified by the department to engage in the testing of marijuana product at a marijuana testing facility.

(54) “Medical Facility” means any medical marijuana cultivation facility, medical marijuana dispensary facility, or medical marijuana-infused products manufacturing facility.

(55) “Medical Marijuana Cultivation Facility” means a facility licensed by the department where marijuana cultivation operations occur that is limited to medical use.

(56) “Medical Marijuana Cultivation Facility Licensee” means an entity licensed by the department to engage in the process of cultivating marijuana that is limited to medical use at a medical marijuana cultivation facility.

(57) “Medical Marijuana Dispensary Facility” means a facility licensed by the department where marijuana is dispensed only for medical use.

(58) “Medical Marijuana Dispensary Facility Licensee” means an entity licensed by the department to engage in the process of dispensing marijuana for only medical use at a medical marijuana dispensary facility.

(59) “Medical Marijuana-Infused Products Manufacturing Facility” means a facility licensed by the department where marijuana-infused products and prerolls are manufactured only for medical use.

(60) “Medical Marijuana-Infused Products Manufacturing Facility Licensee” means an entity licensed by the department to engage in the process of manufacturing marijuana-infused products and prerolls only for medical use at a medical marijuana-infused products manufacturing facility.

(61) “Medical use” means the production, possession, delivery, distribution, transportation, or administration of marijuana or a marijuana-infused product, or drug paraphernalia used to administer marijuana or a marijuana-infused product, for the benefit of a qualifying patient to mitigate the symptoms or effects of the patient’s qualifying medical condition.

(62) “Method of Administration” means the tool(s) used to administer marijuana.

(63) “Microbusiness Dispensary Facility” means a microbusiness facility licensed by the department where marijuana is dispensed for medical or adult use.

(64) “Microbusiness Dispensary Facility Licensee” means an entity licensed by the department to engage in the process of dispensing marijuana for medical or adult use at a microbusiness dispensary facility.

(65) “Microbusiness Facility” means a microbusiness dispensary facility or a microbusiness wholesale facility.

(66) “Microbusiness Wholesale Facility” means a microbusiness facility licensed by the department where marijuana cultivation operations for medical or adult use occur and/or where marijuana-infused products and prerolls are manufactured for medical or adult use.

(67) “Microbusiness Wholesale Facility Licensee” means an entity licensed by the department to engage in the process of cultivating marijuana for medical or adult use and/or manufacturing marijuana-infused products and prerolls for medical or adult use at a microbusiness wholesale facility.

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(68) “Non-emancipated qualifying patient” means a qualifying patient under the age of eighteen (18) who has not been emancipated under Missouri law.

(69) “Nurse Practitioner” means an individual who is licensed and in good standing as an advanced practice registered nurse, or successor designation, under Chapter 335 of the *Revised Statutes of Missouri*.

(70) “Owner,” means an individual or other entity having a financial or voting interest in ten percent or greater of a marijuana facility license.

(71) “Physician” means an individual who is licensed as a physician pursuant to section 334.031, RSMo., and in good standing to practice medicine or osteopathy under Missouri law.

(72) “Physician or nurse practitioner certification” means a document, whether handwritten, electronic, or in another commonly used format, signed by a physician or nurse practitioner and stating that, in the physician’s or nurse practitioner’s professional opinion, the patient suffers from a qualifying medical condition.

(73) “Preroll” means a consumable or smokable marijuana product, generally consisting of:

- (A) A wrap or paper; and
- (B) Dried flower, buds, and/or plant material.

(74) “Primary caregiver” means an individual twenty-one (21) years of age or older who has significant responsibility for managing the well-being of a qualifying patient and who is designated as such on the primary caregiver’s application for an identification card under this section or in other written notification to the department.

(75) “Principal officers or managers” means persons who, regardless of title, have responsibility for supervising the management, administration, or operation of an entity, including, but not limited to: presidents, vice presidents, or general counsels; chief executive, financial, or operating officers; general partners, managing partners, or controlling partners; managing members; or trustees.

(76) “Process lot” means, once production is complete, any amount of marijuana concentrate or marijuana extract of the same type and processed using the same extraction methods, standard operating procedures, and harvest lots; or any amount of marijuana-infused product or prerolls of the same type and processed using the same ingredients, standard operating procedures, and harvest lots.

(77) “Product category” means a defined group of marijuana products that are in the same form, such as flower, concentrates, and infused products. Broad product categories may be further broken down into additional product categories such as vape cartridges and shake/trim.

(78) “Qualifying medical condition” means the condition of, symptoms related to, or side-effects from the treatment of:

- (A) Cancer;
- (B) Epilepsy;
- (C) Glaucoma;
- (D) Intractable migraines unresponsive to other treatment;
- (E) A chronic medical condition that causes severe,

persistent pain or persistent muscle spasms, including, but not limited to, those associated with multiple sclerosis, seizures, Parkinson’s disease, and Tourette’s syndrome;

(F) Debilitating psychiatric disorders, including, but not limited to, post-traumatic stress disorder, if diagnosed by a state licensed psychiatrist;

(G) Human immunodeficiency virus or acquired immune deficiency syndrome;

(H) A chronic medical condition that is normally treated with a prescription medication that could lead to physical or psychological dependence, when a physician or nurse practitioner determines that medical use of marijuana could be effective in treating that condition and would serve as a safer alternative to the prescription medication;

(I) Any terminal illness; or

(J) In the professional judgment of a physician or nurse practitioner, any other chronic, debilitating or other medical condition, including, but not limited to, hepatitis C, amyotrophic lateral sclerosis, inflammatory bowel disease, Crohn’s disease, Huntington’s disease, autism, neuropathies, sickle cell anemia, agitation of Alzheimer’s disease, cachexia, and wasting syndrome.

(79) “Qualifying Patient” means an individual diagnosed with at least one (1) qualifying medical condition.

(80) “Quarantine” means to isolate a marijuana product or facility asset when it is deemed potentially unfit for use.

(81) “Seed-to-sale tracking system” means a software system designed to assist with functions necessary to fulfill a licensed or certified facility’s responsibilities in tracking marijuana from either the seed or immature plant stage until the marijuana is sold to a consumer, qualifying patient, or primary caregiver.

(82) “Signature” means a handwritten, typed, or electronic signature.

(83) “SOP” means standard operating procedure.

(84) “Statewide track and trace system” means the system the department uses to track marijuana from either the seed or immature plant stage until the marijuana is sold to a consumer, qualifying patient, or primary caregiver.

(85) “Substantially common control, ownership, or management” means the power to direct or cause the direction of the management or policies of a facility, in light of the totality of the circumstances, including through financial or voting interests, by contract, or otherwise.

(86) “Transfer” means the movement of marijuana between facilities.

(87) “Transportation” means the transfer or delivery of marijuana.

(88) “Transportation Facility” means a facility certified by the department to house operations involving the transport of marijuana product to or from a marijuana facility or medical facility; or to a qualifying patient, primary caregiver, or consumer.

(89) “Transportation Facility Licensee” means an entity certified by the department to engage in the transportation of marijuana product to or from a medical or marijuana facility;

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or to a qualifying patient, primary caregiver, or consumer.

(90) “Unit for sale” means an individual package of marijuana product intended to be sold to a consumer, qualifying patient, or primary caregiver.

*AUTHORITY: sections 1.3.(1)(b), 1.3.(2), 2.4(1)(b), and 2.4(4) of Article XIV, Mo. Const. Emergency rule filed Jan. 20, 2023, effective Feb. 3, 2023, expires Aug. 1, 2023. An emergency rule and a proposed rule covering this same material will be published in the March 1, 2023, issue of the **Missouri Register**.*

PUBLIC COST: This emergency rule will not cost state agencies or political subdivisions more than five hundred dollars (\$500) in the time the emergency is effective.

PRIVATE COST: This emergency rule will not cost private entities more than five hundred dollars (\$500) in the time the emergency is effective.

EMERGENCY PROOF**TITLE 19 – DEPARTMENT OF HEALTH AND SENIOR SERVICES****Division 100 – Division of Cannabis Regulation
Chapter 1 – Marijuana****EMERGENCY RULE****19 CSR 100-1.020 Generally Applicable Provisions**

*PURPOSE: The Department of Health and Senior Services has the authority to promulgate rules for the enforcement of Article XIV, Sections 1 and 2 of the **Missouri Constitution**. This rule applies to all individuals and entities regulated under Article XIV and explains what general provisions are necessary for the enforcement of the Article.*

*EMERGENCY STATEMENT: This emergency rule informs citizens of the general provisions necessary for the enforcement of Article XIV of the **Missouri Constitution**. This emergency rule is necessary to protect a compelling governmental interest since Amendment 3 to the **Missouri Constitution** made significant changes to the regulation of marijuana, and new rules will be needed to effectuate those changes. As a result, the Department of Health and Senior Services finds a compelling governmental interest, which requires emergency action. The scope of this emergency rule is limited to the circumstances creating the emergency and complies with the protections extended in the **Missouri and United States Constitutions**. The Department of Health and Senior Services believes this emergency rule is fair to all interested persons and parties under the circumstances. If an emergency is not enacted, there would be no rules explaining how the new provisions of Article XIV of the **Missouri Constitution** apply, and there would be much confusion as to the processes and procedures related to licensure and regulation of the marijuana industry. This emergency rule was filed January 20, 2023, becomes effective February 3, 2023, and expires August 1, 2023.*

(1) Variances and Waivers.

(A) The department may waive or vary from, at its discretion and for good cause, provisions of this chapter, on its own initiative or by request.

(B) Requests for a waiver or variance from the requirements of any provision of this chapter shall be made in writing. Requests shall include:

1. An administrative and processing fee of one hundred dollars (\$100);
2. A list of each requirement and specific rule for which a variance or waiver is requested;
3. A detailed explanation for why the applicant, ID card holder, or licensee believes there is good cause to vary from or waive the requirement; and
4. For a variance, a description of an adequate alternative the entity will implement in lieu of the rule requirement.

(C) No waiver or variance request is approved unless the department issues a written approval.

(2) Limitations on facility licenses.

(A) The department will restrict the aggregate number of medical and comprehensive licenses combined, as authorized by Article XIV, § 1.3(15-17).

(B) The department will restrict the number of microbusiness licenses granted, as authorized by Article XIV, § 2.4(13).

(C) The department shall issue additional medical or marijuana licenses if the department determines additional licenses are needed to:

1. Meet the demand for marijuana product;
2. Ensure a competitive market while also preventing

an over-concentration of marijuana facilities within the boundaries of any particular local government; or

3. Maintain the minimum number of combined medical and comprehensive licenses required by Article XIV, § 1.3(15-17).

(3) In addition to other penalties specifically delineated in this chapter, the department may impose penalties on facility licenses and certifications as follows:

(A) Licenses and certifications found in violation of any rule in this chapter or provision in Article XIV may be subject to sanctions, including, but not limited to, any of the following:

1. Limitation or restriction on a license or certification;
2. Fines up to an amount equal to the daily gross receipts of the facility;
3. Revocation, suspension, or nonrenewal of a license or certification; and/or
4. Orders to immediately cease or suspend operations.

(B) Fines may be assessed for each day a licensee is in violation. Assessment of a fine does not bar additional penalties or investigation.

(C) A license will be revoked if, after issuance, the department determines the applicant provided false or misleading information in the application.

(D) The department may impose any other remedies not inconsistent with these rules or Article XIV.

(E) Prior to revoking or suspending a facility license, the Department shall issue a Notice of Pending Revocation to the designated contact for the licensee by sending such notice to the email address provided by the designated contact for the licensee. The notice shall list the basis for a pending revocation or suspension. Except where there is a credible and imminent threat to public safety, the revocation or suspension will not take effect until thirty (30) days from the date the notice is sent. During the thirty (30) day period, the licensee will have the opportunity to cure the deficiencies listed in the notice and/or respond to the allegations and submit records or information demonstrating why the license should not be revoked or suspended.

(4) Appeals.

(A) An applicant, licensee, or identification card holder may seek review of the following department decisions at the administrative hearing commission:

1. Denial of a facility license or certification;
2. Any penalties imposed by the department; and
3. Denial or revocation of patient, primary caregiver, patient cultivation, caregiver cultivation, consumer cultivation, or facility agent identification cards.

(B) Any person or entity entitled to a review under this rule must file a petition with the administrative hearing commission within thirty (30) days after the date the department decision is sent to the person or entity. An untimely appeal will not be considered.

(C) Notwithstanding the limits on licenses and certifications set forth in this rule, the department may grant additional facility licenses or certifications as a remedy to timely appeals when:

1. Ordered to do so by the administrative hearing commission or a court of competent jurisdiction; or
2. The department determines doing so in settlement of such an appeal best serves implementation of Article XIV.

(5) Marijuana Records.

(A) Qualifying patient and primary caregiver information and proprietary business information maintained by the department shall not be released outside the department

except for purposes authorized by federal law or Article XIV, including:

1. In response to a request by law enforcement officials seeking verification that a person who presented an identification card is lawfully in possession of such card and is lawfully in possession of a particular amount of marijuana product;
2. In response to a request by law enforcement officials seeking information during the process of requesting a search or arrest warrant relating to cultivation of marijuana plants;
3. For the purposes of a dispensary verifying whether a particular qualifying patient or primary caregiver may purchase an amount of marijuana product; and
4. In response to a valid grand jury, judicial, or law enforcement subpoena.

(6) Unless otherwise stated, any reference to days in this chapter will mean calendar days. In computing any period of time prescribed or allowed by the Department in this chapter, the designated period of time begins to run the day after the relevant act or event.

*AUTHORITY: Sections 1.3.(1)(b), 1.3.(2), 2.4(1)(b), and 2.4(4) of Article XIV, Mo. Const. Emergency rule filed Jan. 20, 2023, effective Feb. 3, 2023, expires Aug. 1, 2023. An emergency rule and a proposed rule covering this same material will be published in the March 1, 2023, issue of the **Missouri Register**.*

PUBLIC COST: This emergency rule will not cost state agencies or political subdivisions more than five hundred dollars (\$500) in the time the emergency is effective.

PRIVATE COST: This emergency rule will cost private entities forty-nine thousand, six hundred thirty-eight dollars (\$49,638) in the time the emergency is effective.

EMERGENCY RULE

TITLE 19 – DEPARTMENT OF HEALTH AND SENIOR SERVICES Division 100 – Division of Cannabis Regulation Chapter 1 – Marijuana

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19 CSR 100-1.030 Complaints, Inspections, and Investigations

PURPOSE: Article XIV, Sections 1 and 2 of the **Missouri Constitution** authorizes the Department of Health and Senior Services to promulgate rules for the implementation and enforcement of the Article and to ensure the right to, availability, and safe use of marijuana product. This section applies to complaints, inspections, and investigations of licensed or certified facilities and identification card holders.

EMERGENCY STATEMENT: This emergency rule serves to implement and enforce Article XIV and to ensure the right to, availability, and safe use of marijuana product. This emergency rule is necessary to protect a compelling governmental interest since Amendment 3 to the **Missouri Constitution** made significant changes to the regulation of marijuana, and new rules will be needed to effectuate those changes. As a result, the Department of Health and Senior Services finds a compelling governmental interest, which requires emergency action. The scope of this emergency rule is limited to the circumstances creating the emergency and complies with the protections extended in the **Missouri and United States Constitutions**. The Department of Health and Senior Services believes this emergency rule is fair to all interested persons and parties under the circumstances. If an emergency is not enacted, there would be no rules explaining how the new provisions of Article XIV of the **Missouri Constitution** apply, and there would be much confusion as to the processes and procedures related to licensure and regulation of the marijuana industry. This emergency rule was filed January 20, 2023, becomes effective February 3, 2023, and expires August 1, 2023.

(1) Complaints. The department may receive complaints related to any licensed or certified medical and marijuana facilities, or any individual holding a department issued identification card. Complaints may be submitted through the department website.

(A) Upon receipt of a complaint, the department will determine whether the allegations in the complaint warrant further investigation. The department can either close the complaint or conduct an investigation.

(B) The complaint shall remain confidential until either the complaint is closed or an investigation is completed.

(C) Employees or former employees of a licensee who, in good faith, report potential rule violations to the department may not be subjected to retaliation of any kind because of their report.

(2) Inspections and Investigations.

(A) The department may conduct an investigation related to an individual card-holder if the department has reason to believe the individual has or is violating any rule in this chapter or provision of Article XIV that could affect the individual's right to continue holding the authority granted by the department.

(B) The department may conduct an inspection or investigation of a licensee or facility at any time, including an inspection of any part of the premises or records of a licensed or certified entity.

1. No medical or marijuana facility licensee may refuse representatives of the department the right to inspect the licensed premises of the facility or to audit records of the facility, including records created or maintained by a third party under an agreement with a facility licensee.

2. A department employee conducting an inspection or investigation may access all areas of the licensed or certified facility, including vehicles of the facility or any third party contractors, without a warrant and without prior notice to the licensee.

3. Licensed or certified entities must provide documents or records requested as part of an inspection or investigation within seven (7) days of the department issuing the request unless additional time is requested and granted.

A. Failure to timely provide requested documents or records may result in a fine of up to five thousand (5,000) dollars for every day the requested documents or records have not been provided after the deadline.

B. If a licensee fails to provide records, the department may impound, seize, assume control of, or summarily remove records from the licensed facility.

C. A department request for documents or records made as part of reviewing an application submitted by a licensee, such as a change request, shall be considered an inspection of records.

4. The department may request to interview any employees, contractors, owners, or volunteers of a licensed or certified facility, and the licensee shall arrange for the interview to occur as soon as possible but not later than seven (7) days after the department makes the request to the designated contact on file with the Department.

5. Upon receiving a notice of investigation, licensees must preserve all records of any type related to the subject of the investigation, including video camera recordings and facility access control records, until the licensee receives notice that the investigation is concluded.

6. As part of an investigation, the department may take any reasonable or appropriate action to enforce this chapter, including coordinating with law enforcement.

7. As part of an inspection or investigation, the department may direct the licensee to have marijuana product tested by a certified marijuana testing facility, at the cost of the licensee, when the department finds good cause to do so, which may include credible allegations of rule violations or other indications that the marijuana product does or would create a threat to the health or safety of the public.

8. In the course of any investigation of a licensee, the department may issue a subpoena or subpoena duces tecum to any individual or entity with documents or information related to an investigation. The department may enforce its subpoena by applying to the circuit court of Cole County or the county where the premises, records, or individuals are located.

(C) If the department determines a licensee presents a threat to the health or safety of the licensee's employees or the public, the department may require a licensee to immediately pause any part of its operations related to or causing the threat, including placing an administrative hold on marijuana product.

(D) Applicants and licensees must cooperate in any investigation conducted by the department. Failure to cooperate with a department investigation may be grounds for denial of an application or for administrative action against a licensee.

(3) Commencement Inspections.

(A) Facility licensees must request and pass a commencement

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inspection before they may do any of the following: begin operations under a new license or certification; occupy or utilize new space for which the licensee has not previously received approval to operate, including vehicles; begin sharing space with another licensee; change the use of spaces; or, in the case of microbusiness wholesale facilities, begin cultivating or manufacturing where that activity was not already approved after inspection.

1. Requests to begin operations under a new license or certification must be submitted when the licensee believes it will, within thirty (30) days, be ready to begin operations at the facility, and the request must include at least the following:

A. Blueprints of the facility showing the intended use of all spaces and how those spaces comply with the physical security requirements applicable to them;

B. All SOPs necessary for the facility licensee to show compliance with regulations applicable to it;

C. Documentation showing completion of all required training in use of the statewide track and trace system; and

D. Documentation showing compliance with all applicable federal, state, and local requirements for the facility.

2. Requests to occupy new space at an operational facility must be submitted prior to beginning construction or renovation, and the request must include at least the following:

A. The proposed blueprints for the facility showing the intended use of all spaces and how those spaces comply with the physical security requirements applicable to them;

B. SOPs and updated SOPs related to the new space;

C. A written explanation of any changes that will occur within the existing space due to the addition of new space and how those changes will comply with applicable regulations; and

D. An attestation that the proposed new space complies with the facility location requirements of this chapter and any location and zoning requirements of the local government.

3. Requests to begin sharing space with another licensee must be submitted prior to making any changes to the existing space or most recently approved plan for a space, and the request must include at least the following:

A. Descriptions, schematics, or blueprints for the facility clearly indicating what spaces will be shared;

B. A written explanation of the operations that will occur in each shared space for each licensee sharing the space and how those operations and any related changes to existing space will comply with applicable regulations;

C. SOPs and updated SOPs related to the shared space;

D. Copies of agreements between the licensees concerning their respective roles and their relationship for management, operation, and maintenance of the shared spaces, including an acknowledgment that all licensees sharing space will be jointly responsible for compliance with the applicable department regulations for the shared spaces; and

E. An attestation that the proposed sharing of space complies with any zoning requirements of the local government.

4. Requests to change the use of spaces must be submitted prior to making any changes to the existing space or most recently approved plan for a space, and the request must include at least the following:

A. Descriptions, schematics, or blueprints for the facility clearly indicating the spaces that will be used differently than the most recently approved use of the space;

B. A written explanation of the proposed changes

and how all affected spaces will comply with applicable regulations; and

C. SOPs and updated SOPs related to the new use of space.

5. Requests by microbusiness wholesale licensees to begin cultivation or manufacturing processes not already approved during a prior commencement inspection must be submitted prior to beginning construction or renovation or making any changes to the existing space or most recently approved plan for a space, and the request must include at least the following:

A. Descriptions, schematics, or blueprints for the facility showing the intended use of all spaces and how those spaces comply with the physical security requirements applicable to them;

B. A written explanation of any changes that will occur within the existing space due to the addition of new processes and how those changes will comply with applicable regulations;

C. SOPs and updated SOPs related to the new space or new use of space;

D. Documentation showing all required training in use of the statewide track and trace system; and

E. Documentation showing compliance with all applicable federal, state, and local requirements for the facility.

(B) In any commencement inspection process, if the department determines the licensee who requested the commencement inspection was not prepared to complete the commencement inspection process when it made the request, the department may set aside the request and require the licensee to make a new request once it is ready to proceed.

(C) Licensees who are constructing or renovating in an operational facility are responsible for ensuring the approved spaces are secured while the unapproved spaces are being constructed, which must include at a minimum, ensuring that all access requirements for limited access areas are maintained during construction and that operational spaces are protected from all potential contaminants related to construction.

(D) Licensees may not commence any operations that are subject to a commencement inspection until the department issues written approval to do so.

(E) Licensees shall notify the department that an approved change will be complete at least sixty (60) days prior to expected completion.

(4) Notices of Violation.

(A) If the department determines that a licensee is not in compliance with the department's regulations, the department may issue a warning or an Initial Notice of Violation to the licensee that explains how the licensee has violated the department's regulations and what remedial actions the department expects the licensee to take.

(B) Once a licensee has been issued an Initial Notice of Violation, the licensee shall, within fifteen (15) days, complete the specified remedial actions and notify the department in writing of that completion, or request additional time for remediation if necessary.

(C) If the department conducts a follow up inspection or review of the licensee or its response to the Initial Notice of Violation and determines violations have not been cured or remedial actions have not been taken, the department may issue a Final Notice of Violation to the licensee explaining how the licensee continues to violate the department's regulations, what remedial actions the department expects the licensee to take, and that the license may be suspended if the specified remedial actions are not taken or the violations cured within

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thirty (30) days.

(D) If the violations have not been cured or specified remedial actions taken within thirty (30) days after a Final Notice of Violation is sent, the department may suspend or fine the licensee, up to an amount equal to the daily gross receipts of the facility per day, until the corrective or remedial actions have been taken by the licensee.

(5) Licensees that receive more than three (3) notices of violation in a twelve (12) month period or that have ever received more than one (1) notice of violation for violating the same regulation may be required by the department to:

(A) Acquire certification or accreditation to a quality management system standard chosen by the department; or

(B) Be subject to an audit of the licensee's processes or practices relevant to the violations by a third party auditor chosen by the department.

*AUTHORITY: Sections 1.3.(1)(b), 1.3.(2), 2.4(1)(b), and 2.4(4) of Article XIV, Mo. Const. Emergency rule filed Jan. 20, 2023, effective Feb. 3, 2023, expires Aug. 1, 2023. An emergency rule and a proposed rule covering this same material will be published in the March 1, 2023, issue of the **Missouri Register**.*

PUBLIC COST: This emergency rule will cost state agencies or political subdivisions five hundred fifty-five thousand, seven hundred sixty-seven dollars (\$555,767) in the time the emergency is effective.

PRIVATE COST: This emergency rule will not cost private entities more than five hundred dollars (\$500) in the time the emergency is effective.

EMERGENCY RULE

TITLE 19 – DEPARTMENT OF HEALTH AND SENIOR SERVICES Division 100 – Division of Cannabis Regulation Chapter 1 – Marijuana

EMERGENCY RULE

9 CSR 100-1.040 Consumers, Qualifying Patients, and Primary Caregivers

PURPOSE: Under Article XIV, Section 1 of the **Missouri Constitution**, patients with qualifying medical conditions have the right to discuss freely with their physicians the possible benefits of medical marijuana use and the right to use medical marijuana for treatment under the ethical supervision of a physician or nurse practitioner. Additionally, under Article XIV, Section 2 of the **Missouri Constitution**, adults at least twenty-one years of age have the right to access marijuana. Pursuant to the same article, the Department of Health and Senior Services is tasked with ensuring patient access to medical marijuana and adult access to marijuana, subject to reasonable restrictions. This rule explains how the department will implement provisions of Article XIV related to Consumers, Qualifying Patients, and Primary Caregivers.

EMERGENCY STATEMENT: This emergency rule informs citizens of the general provisions necessary for the enforcement of Article XIV of the **Missouri Constitution**. This emergency rule is necessary to protect a compelling governmental interest since Amendment 3 to the **Missouri Constitution** made significant changes to the regulation of marijuana, and new rules will be needed to effectuate those changes. As a result, the Department of Health and Senior Services finds a compelling governmental interest, which requires emergency action. The scope of this emergency rule is limited to the circumstances creating the emergency and complies with the protections extended in the **Missouri and United States Constitutions**. The Department of Health and Senior Services believes this emergency rule is fair to all interested persons and parties under the circumstances. If an emergency is not enacted, there would be no rules explaining how the new provisions of Article XIV of the **Missouri Constitution** apply, and there would be much confusion as to the processes and procedures related to licensure and regulation of the marijuana industry. This emergency rule was filed January 20, 2023, becomes effective February 3, 2023, and expires August 1, 2023.

(1) Consumers. Individuals 21 years of age and older may purchase and possess marijuana product in accordance with the rules set forth herein. Consumers may obtain authority to cultivate as set forth below.

(2) Qualifying Patients. Individuals 18 years of age or older and emancipated individuals under the age of 18 may obtain a medical marijuana patient identification card to purchase and possess medical marijuana product in accordance with the rules set forth herein. Non-emancipated individuals under the age of 18 may obtain a medical marijuana patient identification card with the written consent of a custodial parent or legal guardian. Qualifying patients, with the exception of non-emancipated minors, may also obtain authority to cultivate as set forth below.

(A) Medical marijuana patient identification cards are valid for three (3) years.

(B) Physician or Nurse Practitioner Certification.

1. All qualifying patients must have a physician or nurse practitioner certification confirming the qualifying patient has at least one qualifying medical condition.

2. A physician or nurse practitioner certification is required for all new and renewal patient applications.

3. The physician or nurse practitioner certification must be submitted within a new or renewal patient application, and the signature date on the certification must be less than 30 days old on the application's submission date.

(C) Qualifying Patient Responsibilities.

1. No qualifying patient shall smoke marijuana product for medical use in a public place, unless provided by law.

2. No qualifying patient who is under the care of a primary caregiver may serve as the primary caregiver for another qualifying patient.

3. If a qualifying patient is no longer entitled to medical marijuana product or no longer wishes to hold a medical marijuana identification card, they must notify the department within ten (10) days of that change. The department will confirm in writing that the qualifying patient has voluntarily surrendered the identification card and that the identification card is no longer valid.

(D) Non-emancipated Qualifying Patients. Individuals under the age of 18 may obtain a medical marijuana patient identification card with the written consent of a custodial parent or legal guardian.

1. A physician or nurse practitioner shall not issue a certification for the medical use of marijuana product for a non-emancipated qualifying patient without the written consent of a parent or legal guardian of the qualifying patient.

2. The department shall not issue a qualifying patient identification card on behalf of a non-emancipated qualifying patient without the written consent of a parent or legal guardian of the qualifying patient. Such card shall be issued to the parent or guardian and not directly to the patient.

3. Only a parent or legal guardian may serve as a primary caregiver for a non-emancipated qualifying patient.

4. Only the qualifying patient's parent or legal guardian who holds a primary caregiver identification card shall purchase or possess medical marijuana product for a non-emancipated qualifying patient.

5. A parent or legal guardian who holds a primary caregiver identification card shall supervise the administration of medical marijuana product to a non-emancipated qualifying patient.

(3) Primary Caregivers. Individuals 21 years of age or older may obtain a primary caregiver identification card which allows them to purchase and possess medical marijuana product on behalf of up to six (6) qualifying patients. Primary caregivers may also obtain authority to cultivate as set forth below.

(A) Primary caregiver identification cards are valid for three years.

(B) Individuals seeking primary caregiver status for non-emancipated qualifying patients must be the parent or legal guardian of the qualifying patient.

(C) Primary Caregiver Responsibilities.

1. No individual shall serve as the primary caregiver for more than six (6) qualifying patients.

2. No individual shall serve as a primary caregiver for a qualifying patient who is already served by two (2) primary caregivers.

3. If a primary caregiver is no longer entitled to serve as a primary caregiver or no longer wishes to hold a primary caregiver identification card, they must notify the department within ten (10) days of that change. The department will confirm in writing that the primary caregiver has voluntarily surrendered the identification card and that the identification card is no longer valid.

4. Primary caregivers shall provide ethical, safe, and

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secure access to medical marijuana product for the associated patient by way of purchase, possession, administration, and cultivation, if applicable.

(4) Purchase and Possession Limitations.

(A) Consumers.

1. Consumers may only purchase up to three (3) ounces of dried, unprocessed marijuana product, or its equivalent, in a single transaction.

2. Consumers may only possess:

A. In the case of consumers who do not cultivate, up to three (3) ounces of dried, unprocessed marijuana product, or its equivalent; or

B. In the case of consumers who are cultivating marijuana, any supply of marijuana cultivated by the consumer in excess of the consumer's three (3) ounce limit must remain in an enclosed, locked facility at a private residence.

(B) Qualifying Patients and Primary Caregivers.

1. Absent a certification from a physician or nurse practitioner authorizing more, qualifying patients may only purchase, or have purchased on their behalf by their primary caregivers, up to six (6) ounces of dried, unprocessed marijuana, or its equivalent, per qualifying patient, in a thirty-(30-) day period.

2. The six (6) ounce purchase limit established in this section shall not apply to a qualifying patient with a certification from a physician or nurse practitioner that there are compelling reasons why the qualifying patient needs a greater amount than the limit established in this section.

A. In such a case, the physician or nurse practitioner must state in their certification what amount the qualifying patient requires, which shall then be that patient's limit.

B. If the patient's amount is increased after they receive a qualifying patient identification card, the patient must submit a request to the department to increase their purchase limit within thirty (30) days of the physician's or nurse practitioner's signature date. The department shall, within thirty (30) days, either approve or deny the request. The increase will not be effective until the department approves the request.

3. Qualifying patients may only possess, or instruct a primary caregiver to possess on their behalf:

A. In the case of qualifying patients who do not cultivate or have medical marijuana cultivated on their behalf, up to a sixty- (60-) day supply of dried, unprocessed marijuana per qualifying patient, or its equivalent; or

B. In the case of qualifying patients who are cultivating marijuana for medical use or whose primary caregivers are cultivating marijuana on their behalf, up to a ninety- (90-) day supply of dried, unprocessed marijuana or its equivalent, so long as the supply of medical marijuana product in excess of a sixty- (60-) day supply remains in an enclosed, locked facility.

4. Primary caregivers may possess a separate legal limit for each qualifying patient under their care and a separate legal limit for themselves if they are a qualifying patient, each of which shall be stored separately for each qualifying patient and labeled with the qualifying patient's name.

5. Possession of between the legal limit and up to twice the legal limit shall subject the possessor to department sanctions, including an administrative penalty of up to two hundred dollars (\$200) and loss of the possessor's identification card(s) for up to a year.

(5) Consumer Personal Cultivation, Qualifying Patient Cultivation, and Primary Caregiver Cultivation, Generally.

(A) Except for good cause, any consumer, licensed qualifying patient with the exception of non-emancipated

qualifying patients, or licensed primary caregiver on behalf of a qualifying patient may obtain authorization to cultivate up to six (6) flowering marijuana plants, six (6) nonflowering marijuana plants fourteen (14) inches tall or more, and six (6) nonflowering plants under fourteen (14) inches tall at any given time in a single enclosed, locked facility, subject to the limitations below.

(B) Non-emancipated qualifying patients are not eligible for patient cultivation authorization, but a parent or legal guardian who is the primary caregiver may obtain authorization to cultivate on behalf of the non-emancipated qualifying patient.

(C) A qualifying patient may not be authorized for both qualifying patient cultivation and consumer personal cultivation at the same time.

(D) All consumer personal cultivation, qualifying patient, and primary caregiver cultivation shall take place in an enclosed, locked facility, as defined in this chapter.

(E) Nothing in this section shall convey or establish a right to cultivate marijuana in a facility where state law or a private contract would otherwise prohibit doing so.

(F) Consumer personal cultivation, qualifying patient, and primary caregiver cultivation shall not take place at a place of business.

(G) The department shall provide each consumer, qualifying patient, or primary caregiver who receives a cultivation authorization with a cultivation authorization identification card, which shall be clearly displayed within the enclosed cultivation area and in close proximity to the marijuana plants. The authorization shall list the name of the consumer, qualifying patient, or primary caregiver who has been authorized to cultivate, and the address at which that individual is authorized to cultivate marijuana.

(H) Consumer Personal Cultivation.

1. All consumer personal cultivation must take place at a private residence.

2. Up to two (2) consumers, who both hold valid consumer personal cultivation identification cards, may grow marijuana at the same private residence.

3. No more than twelve (12) flowering marijuana plants, twelve (12) nonflowering plants fourteen (14) inches tall or more, and twelve (12) nonflowering plants under fourteen (14) inches tall may be cultivated by consumers at a single private residence, regardless of the number of consumers who live at that private residence.

4. Plants and marijuana produced by the plants in excess of three (3) ounces must be kept at a private residence in an enclosed, locked facility.

5. All cultivated flowering marijuana plants in the possession of a consumer shall be clearly labeled with the consumer's name.

6. A consumer personal cultivation identification card shall be valid for twelve (12) months from its date of issuance and shall be renewable with the submittal of a renewal application.

(I) Qualifying Patient Cultivation.

1. Up to two (2) qualifying patients, who both hold valid qualifying patient cultivation identification cards, may share one (1) enclosed, locked facility.

2. No more than twelve (12) flowering marijuana plants, twelve (12) nonflowering plants fourteen (14) inches tall or more, and twelve (12) nonflowering plants under fourteen (14) inches tall may be cultivated in a single enclosed, locked facility.

3. Under no circumstance will a qualifying patient be entitled to cultivate, or have cultivated on his or her behalf,

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more than six (6) flowering marijuana plants.

4. Only one (1) individual in a patient-caregiver relationship may be authorized for cultivation on behalf of the qualifying patient.

5. All cultivated flowering marijuana plants in the possession of a qualifying patient shall be clearly labeled with the qualifying patient's name.

6. A patient cultivation identification card shall be valid as long as the qualifying patient's identification card is still valid, up to three (3) years from its date of issuance.

A. The cultivation application fee will be the same for all cultivation applications no matter how much time remains on the validity of the patient's identification card.

B. The cultivation identification card shall be renewable by submitting a renewal patient cultivation application, as long as the individual has an approved renewal patient application.

(J) Primary Caregiver Cultivation.

1. A primary caregiver may cultivate on behalf of more than one (1) qualifying patient and may utilize one (1) or more enclosed, locked facilities.

2. No primary caregiver cultivating marijuana for more than one qualifying patient may exceed a total of twenty-four (24) flowering plants, twenty-four (24) nonflowering plants fourteen (14) inches tall or more, and twenty-four (24) nonflowering plants under fourteen (14) inches tall.

3. Only one (1) individual in a patient-caregiver relationship may be authorized for cultivation on behalf of the qualifying patient.

4. All cultivated flowering marijuana plants in the possession of a primary caregiver shall be clearly labeled with the qualifying patient's name.

5. A primary caregiver cultivator who is also authorized as a qualifying patient cultivator may grow the plants that belong to them as a qualifying patient cultivator, and the plants grown on behalf of their qualifying patient(s) using the same enclosed, locked facility.

6. A primary caregiver cultivator who is also authorized as a consumer personal cultivator may not grow the plants that belong to them as an authorized consumer personal cultivator and the plants grown on behalf of their qualifying patient(s) using the same enclosed, locked facility.

7. A caregiver cultivation identification card shall be valid as long as the primary caregiver's identification card is still valid, up to three (3) years from its date of issuance.

A. The cultivation application fee will be the same for all cultivation applications no matter how much time remains on the validity of the primary caregiver's identification card.

B. The cultivation identification card shall be renewable by submitting a renewal caregiver cultivation application, as long as the individual has an approved renewal caregiver application.

(6) Identification Cards.

(A) Application Requirements.

1. The department will receive applications for qualifying patient, primary caregiver, and cultivation authorization identification cards electronically through a department-provided, web-based application system. In the event of application system unavailability, the department will arrange to accept applications in an alternative, department-provided format and will notify the public of those arrangements through its website at <http://cannabis.mo.gov>.

A. Qualifying patients and primary caregivers shall obtain identification cards from the department, which will

include unique, identifying numbers for each patient and each caregiver.

B. A qualifying patient or their primary caregiver(s) who wish to cultivate shall also obtain an identification card to cultivate for the exclusive use of that qualifying patient, which will include unique, identifying numbers for each authorized cultivator.

C. Consumers who wish to cultivate marijuana shall obtain identification cards from the department, which will include unique, identifying numbers for each authorized cultivator.

2. Qualifying Patient Identification Cards. All applications for qualifying patient identification cards and renewal of such identification cards shall include at least the following information:

A. The qualifying patient's name, date of birth, and Social Security number;

B. The qualifying patient's residence address and mailing address or, if the qualifying patient has no residence or mailing address, an address where the qualifying patient can receive mail;

C. The qualifying patient's e-mail address;

D. A statement confirming that:

(I) One (1) physician or nurse practitioner certification, which is less than thirty (30) days old, has been submitted on behalf of the qualifying patient and is available for review within the submitted application; and

(II) If applicable, there are compelling reason(s) why the qualifying patient needs a greater amount than six (6) ounces in a thirty- (30-) day period;

E. A legible copy of the qualifying patient's photo identification card issued by a state or federal government entity;

F. A clear, color photo of the applicant's face taken within the prior three (3) months;

G. If the qualifying patient is an emancipated qualifying patient under the age of eighteen (18), a certified emancipation order from the issuing court;

H. If the qualifying patient is a non-emancipated qualifying patient:

(I) Written consent of a parent or legal guardian who will serve as primary caregiver for the qualifying patient, dated within the previous ninety (90) days; and

(II) An attestation that the individual signing the application is the qualifying patient's parent or legal guardian and –

a. A copy of a birth certificate or adoption record showing proof of relationship as qualifying patient's parent; or

b. A copy of documentation establishing legal guardianship;

I. An attestation that the information provided in the application is true and correct;

J. The signature of the qualifying patient and date the qualifying patient signed, or, in the case of a non-emancipated qualifying patient, the signature of the parent or legal guardian who completed the qualifying patient application and will serve as primary caregiver for the qualifying patient; and

K. All applicable fees.

3. Primary Caregiver Identification Cards. All applications for primary caregiver identification cards and renewal of such identification cards shall include at least the following information:

A. The primary caregiver's name, date of birth, and Social Security number;

B. The primary caregiver's residence address and

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mailing address;

C. The primary caregiver's e-mail address;

D. The name and Patient License Number of the qualifying patient for whom the applicant seeks to serve as primary caregiver;

E. A legible copy of the primary caregiver's photo identification card issued by a state or federal government entity;

F. A clear, color photo of the applicant's face taken within the prior three (3) months;

G. Except in the case of a non-emancipated qualifying patient, patient authorization signed by the qualifying patient who the primary caregiver will serve and dated within the previous ninety (90) days;

H. If the qualifying patient is a non-emancipated qualifying patient, written consent of the parent or legal guardian who will serve as the qualifying patient's primary caregiver, dated within the previous ninety (90) days, and –

(I) A copy of a birth certificate or adoption record showing the primary caregiver as the qualifying patient's parent; or

(II) A copy of documentation establishing legal guardianship of the primary caregiver over the qualifying patient;

I. An attestation that the information provided in the application is true and correct;

J. The signature of the primary caregiver and date the primary caregiver signed; and

K. All applicable fees.

4. Cultivation Cards. All applications for consumer personal cultivation identification cards, qualifying patient cultivation identification cards, and primary caregiver cultivation identification cards and renewal of such cards shall include at least the following information:

A. The applicant's name, date of birth, and Social Security number;

B. The applicant's residence address and mailing address;

C. A statement that the applicant's cultivation will take place in Missouri.

D. The applicant's email address;

E. A legible copy of the applicant's photo identification card issued by a state or federal government entity;

F. A clear, color photo of the applicant's face taken within the prior three (3) months;

G. The address of the location in which the applicant will cultivate marijuana;

H. For consumer personal cultivation authorization, attestation that the cultivation will be located at a private residence in a single enclosed, locked facility that permits access to only the applicant;

I. For qualifying patient or primary caregiver cultivation authorization, attestation that the cultivation will be located in a single enclosed, locked facility that permits access to only the qualifying patient and his or her licensed caregiver(s), as applicable;

J. If the cultivation will be by or on behalf of a qualifying patient –

(I) the qualifying patient's name and patient license number; and

(II) the primary caregiver's name and license number, if applicable.

K. If a qualifying patient seeks to share an enclosed, locked facility, the name and Patient License Number of up to one (1) other qualifying patient with whom the cultivation space will be shared;

L. If a primary caregiver, requesting authorization to cultivate on behalf of a qualifying patient, seeks to grow plants for multiple patients in a single enclosed, locked facility, the names and patient license numbers of up to five (5) other qualifying patients, plus their own name and qualifying patient license number if the space is going to be used for their own qualifying patient cultivation and cultivation on behalf of their qualifying patient(s);

M. If a consumer seeks to grow marijuana at the same private residence as one (1) other licensed consumer personal cultivator, the name and license number of one (1) other licensed consumer personal cultivator who will be cultivating at that private residence;

N. A statement affirming the applicant's agreement to immediately make available access to the cultivation space upon request from the department. Such access will be only for purposes of confirming compliance with this rule and will be limited to the enclosed, locked facility and any areas necessary to reach and enter the facility on a path of the applicant's choosing;

O. An attestation that the information provided in the application is true and correct;

P. The signature of the applicant and date the applicant signed; and

Q. All applicable fees.

(B) Application Processes.

1. The department shall charge a non-refundable fee for marijuana identification card applications.

A. There will be a separate fee for each application to be a qualifying patient, each application to be a primary caregiver on behalf of a specific qualifying patient, and each application to cultivate marijuana.

B. Requests for authority to cultivate medical marijuana on behalf of a qualifying patient may be made following approval of a qualifying patient or primary caregiver identification card.

(I) A cultivation authorization will only remain valid as long as the qualifying patient or primary caregiver's identification card is still valid.

(II) The fee for an application to cultivate on behalf of a qualifying patient will be the same for all applications no matter how much time remains on the validity of the patient or caregiver's identification card at the time of the request for cultivation authorization is submitted.

(III) The cultivation authorization must be renewed at the time the patient or caregiver identification card is renewed.

C. Current fees, including any adjustments, will be posted on the department's website at <http://cannabis.mo.gov>.

2. An application for an identification card will be considered received when the department receives a complete application. A complete application is an application that includes all information required by this rule. The department will notify an applicant once if an application is incomplete and will specify in that notification what information is missing.

3. Upon receiving a complete application for a qualifying patient identification card, primary caregiver identification card, or qualifying patient cultivation identification card, the department shall, within thirty (30) days, either approve the application or provide a written explanation for its denial.

A. In the case of qualifying patient and patient cultivation identification cards, if the department fails to deny or fails to approve a complete application within thirty (30) days, a card will be issued that will be valid for three (3) years and will serve all the same functions as would a card issued

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after application approval.

4. If the name or address of a consumer personal cultivator, qualifying patient, or primary caregiver changes after an identification card is issued, the consumer, qualifying patient, or primary caregiver shall notify the department within fourteen (14) calendar days of the change.

5. Denial. Qualifying patient, primary caregiver, and cultivation identification cards may be denied.

A. If an applicant provides false or misleading information in an application, the card for which the applicant is applying will be denied.

B. If an applicant fails to provide a complete application within fourteen (14) calendar days of being notified that an application is incomplete, the card for which the applicant is applying will be denied.

(I) An applicant will be considered notified on the date the department sends a written explanation of how the application is incomplete to an e-mail address provided by the applicant.

C. If the department determines there is good cause to do so, an application for an identification card may be denied.

D. If the applicant fails to pay the requisite application fee(s) associated with an application, the qualifying patient, primary caregiver, or cultivation identification card will be denied.

E. Any denial shall be issued by the department in writing to the consumer, qualifying patient, or primary caregiver, and shall include the specific reasons for the denial and the process for requesting review of the department's decision.

6. Renewal.

A. Qualifying patient identification cards are valid for three (3) years from their date of issuance and shall be renewable by submitting, prior to expiration by at least thirty (30) days but no sooner than sixty (60) days, a new or renewal application, which shall include all required information, including a new physician certification.

B. Primary caregiver identification cards are valid for three (3) years from their date of issuance and shall be renewable by submitting, prior to expiration by at least thirty (30) days but no sooner than sixty (60) days, a new or renewal application, which shall include all required information.

(I) A qualifying patient with a primary caregiver(s) must renew their qualifying patient identification card before the associated primary caregiver renewal application(s) will be processed.

(II) The approved primary caregiver renewal application will only serve to renew the primary caregiver identification card if the associated qualifying patient has an approved renewal patient application.

C. Qualifying patient cultivation and primary caregiver cultivation identification cards are valid as long as the qualifying patient's or primary caregiver's identification card is still valid, up to three (3) years from its date of issuance.

(I) The cultivation identification card shall be renewable by submitting, prior to expiration by at least thirty (30) days but no sooner than sixty (60) days, a new or renewal patient or caregiver cultivation application.

(II) The renewal cultivation application shall include all required information.

(III) The application will only serve to renew the cultivation identification card if the individual has an approved renewal patient or caregiver application.

D. Consumer cultivation identification cards are valid for one (1) year from their date of issuance and shall be renewable by submitting, prior to expiration by at least thirty

(30) days but no sooner than sixty (60) days, a new or renewal application, which shall include all required information.

(C) Administrative Penalties.

1. Qualifying patient, primary caregiver, and cultivation identification cards may be sanctioned.

A. If a card holder violates any provision of this chapter, any identification cards currently held by that individual may be revoked.

B. If, after an identification card has been issued, the Department determines that an applicant has failed to provide a complete application including requisite application fees, or has provided false or misleading information in the application, the Department may revoke the identification card.

C. If a card holder is found to be in possession of an amount of marijuana product between the legal limit applicable to that individual and up to twice the legal limit applicable to that individual, they shall be subject to department sanctions, including an administrative penalty of up to two hundred dollars (\$200) and loss of their identification card for up to a year.

D. If a qualifying patient, primary caregiver, or cultivation card holder commits a criminal offense related to distribution of marijuana product, whether or not a criminal charge has been filed, any marijuana identification cards currently held by that individual shall be revoked.

E. If a cultivation identification card holder fails to immediately make available access to his or her cultivation facility upon request from the department, the cultivation identification card shall be revoked.

F. If a consumer cultivator, qualifying patient, or primary caregiver uses combustible gases or other dangerous materials to extract resins from marijuana, the individual's identification card may be subject to department sanctions, including an administrative penalty of one thousand dollars (\$1000) and loss of their identification card for up to one (1) year.

2. In any case of identification card revocation, the department may notify the card holder that it will not accept a new application for the same card type for a designated period of time.

3. Any revocation shall be issued by the department in writing to the consumer or qualifying patient or, in the case of a primary caregiver, to the qualifying patient and the primary caregiver, and shall include the specific reasons for the revocation and the process for requesting review of the department's decision.

AUTHORITY: sections 1.3.(1)(b), 1.3.(2), 2.4(1)(b), and 2.4(4) of Article XIV, Mo. Const. Emergency rule filed Jan. 20, 2023, effective Feb. 3, 2023, expires Aug. 1, 2023. An emergency rule and a proposed rule covering this same material will be published in the March 1, 2023, issue of the Missouri Register.

PUBLIC COST: This emergency rule will cost state agencies or political subdivisions eight hundred fifty-eight thousand, seven hundred thirty-five dollars (\$858,735) in the time the emergency is effective.

PRIVATE COST: This emergency rule will cost private entities thirteen million, five hundred eight, seventy-three dollars (\$13,508,073) in the time the emergency is effective.

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TITLE 19 – DEPARTMENT OF HEALTH AND SENIOR SERVICES Division 100 – Division of Cannabis Regulation Chapter 1 – Marijuana

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19 CSR 100-1.050 Physicians and Nurse Practitioners

PURPOSE: Under Article XIV, Section 1 of the **Missouri Constitution**, patients with qualifying medical conditions have the right to discuss freely with their physicians and nurse practitioners the possible benefits of medical marijuana use, and physicians and nurse practitioners have the right to provide professional advice concerning the same. This rule explains how the department will implement provisions of Article XIV, Section 1 related to physicians and nurse practitioners.

EMERGENCY STATEMENT: This emergency rule serves to implement Article XIV, Section 1, related to physicians and nurse practitioners. This emergency rule is necessary to protect a compelling governmental interest since Amendment 3 to the **Missouri Constitution** made significant changes to the regulation of marijuana, and new rules will be needed to effectuate those changes. As a result, the Department of Health and Senior Services finds a compelling governmental interest, which requires emergency action. The scope of this emergency rule is limited to the circumstances creating the emergency and complies with the protections extended in the **Missouri** and **United States Constitutions**. The Department of Health and Senior Services believes this emergency rule is fair to all interested persons and parties under the circumstances. If an emergency is not enacted, there would be no rules explaining how the new provisions of Article XIV of the **Missouri Constitution** apply, and there would be much confusion as to the processes and procedures related to licensure and regulation of the marijuana industry. This emergency rule was filed January 20, 2023, becomes effective February 3, 2023, and expires August 1, 2023.

(1) Certifying Physician or Nurse Practitioner Qualifications. All physicians or nurse practitioners who intend to certify patients for their patient medical marijuana licenses must be licensed to practice in their respective fields and must be in good standing.

(A) A certifying physician must have a current license to practice medicine or osteopathy. Practice of medicine or osteopathy means practice by persons who hold a physician and surgeon license pursuant to Chapter 334, RSMo, including those who are admitted to practice in Missouri by reciprocity pursuant to §334.043, RSMo.

(B) A nurse practitioner must have a current Missouri or compact RN license and be recognized by the Missouri State Board of Nursing as an advanced practice registered nurse.

(C) A physician is in good standing if:

1. The physician's license is registered with the Missouri Board of Healing Arts as current, active, and not restricted in any way, such as by designation as temporary or limited; and
2. The physician is not currently on the list of individuals from whom the department will not accept certifications.

(D) A nurse practitioner is in good standing if:

1. That individual's license is registered with the Missouri State Board of Nursing as current and active;
2. That individual's license is not restricted in any way, such as by designation as cease and desist, denial of license, expired, restriction, revoked, suspension, voluntary agreement to refrain from practice, or voluntary surrender; and
3. That person is not currently on the list of individuals

from whom the department will not accept certifications.

(2) Physician or Nurse Practitioner Certification. Physicians or nurse practitioners will submit certifications electronically through a department-provided, web-based system. In the event of system unavailability, the department will arrange to accept physician or nurse practitioner certifications in an alternative, department-provided format and will notify the public of those arrangements through its website at <http://cannabis.mo.gov>.

(A) Physician or nurse practitioner certifications must be issued no earlier than thirty (30) days before the date the patient will apply for a patient identification card or renewal of a patient identification card.

(B) Physician or nurse practitioner certifications must include at least the following information:

1. The physician's or nurse practitioner's name, as it appears in the records of the Missouri Division of Professional Registration;
2. The physician's or nurse practitioner's licensee number;
3. Whether the physician or nurse practitioner is licensed to practice medicine or osteopathy, or is licensed as an advanced practiced registered nurse;
4. The physician's or nurse practitioner's business address, telephone number, and email address;
5. The qualifying patient's name, date of birth, and Social Security number;
6. The qualifying patient's qualifying condition;
7. The physician's or nurse practitioner's recommendation for the amount of medical marijuana product the qualifying patient should be allowed to purchase in a thirty- (30-) day period if the recommended amount is more than six (6) ounces of dried, unprocessed marijuana or its equivalent;
8. Statements confirming the following:
 - A. If the recommended amount is more than six (6) ounces in a thirty- (30-) day period, the physician or nurse practitioner shall provide compelling reason(s) why the qualifying patient needs a greater amount;
 - B. In the case of a non-emancipated qualifying patient under the age of eighteen (18), before certifying the qualifying patient for use of medical marijuana product, the physician or nurse practitioner received the written consent of a parent or legal guardian who asserts he or she will serve as a primary caregiver for the qualifying patient;
 - C. In the opinion of the physician or nurse practitioner, the qualifying patient suffers from the qualifying condition;
 - D. The physician or nurse practitioner discussed with the qualifying patient risks associated with medical marijuana, including known contraindications applicable to the patient, risks of medical marijuana use to fetuses, and risks of medical marijuana use to breastfeeding infants; and
 - E. The signature of the physician or nurse practitioner and date signed.

(3) The department may request to interview any physician or nurse practitioner who chooses to certify individuals as qualifying patients. If such a request is made, the physician or nurse practitioner shall arrange for the interview to occur as soon as possible but no later than thirty (30) days after the department makes the request.

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(4) Physician or Nurse Practitioner Investigations. All complaints against physicians or nurse practitioners may be submitted either via forms available on the department's website or by otherwise notifying the department. Complaints shall include the name and address of the physician or nurse practitioner against whom the complaint is made and a clear description of what violation(s) the complainant believes the physician or nurse practitioner has committed.

(A) After receiving a complaint against a physician or nurse practitioner, the department will determine whether an investigation is warranted. Investigations may also be initiated by the department.

(B) If the department conducts an investigation pursuant to a complaint, the physician or nurse practitioner will receive a copy of the complaint. In the event the investigation is initiated by the department, the physician or nurse practitioner will receive a written description of the violation the department believes the physician or nurse practitioner has committed.

(C) The department may conclude an investigation by taking any of the following actions:

1. Dismissing the complaint;
2. Referring the complaint to the Missouri State Board of Registration for the Healing Arts or Missouri State Board of Nursing, as applicable;
3. Referring the complaint to law enforcement; and
4. Refusing to accept any new certifications from the physician or nurse practitioner for a reasonable period of time as determined by the department and adding the physician's or nurse practitioner's name to a publicly available list of physicians or nurse practitioners from whom the department is not accepting certifications. Such action shall only be taken upon concluding the physician or nurse practitioner has violated a provision of this chapter, Article XIV of the *Missouri Constitution*, or any other rule or law applicable to implementation of Article XIV. The length of time the department shall refuse to accept the physician's or nurse practitioner's certifications shall be based upon the following criteria:

A. Whether the physician or nurse practitioner acted recklessly or knowingly in violating an applicable rule or law;

B. The degree of imminent danger to the health of a qualifying patient the physician's or nurse practitioner's actions caused;

C. The degree or recurrence of falsification of a physician or nurse practitioner certification;

D. Whether the department has previously received substantiated complaints against the physician or nurse practitioner; and

E. Any aggravating circumstances.

(D) Upon completion of an investigation, the department shall notify the physician or nurse practitioner of any department action, the reasons for that action, and the procedure for filing an application for a hearing.

(E) Any physician or nurse practitioner aggrieved by the department's actions taken pursuant to this section may file an application for a hearing with the department. The department shall grant the application within fourteen (14) days after receipt by the department and set the matter for hearing.

(F) The provisions of Chapter 536, RSMo for a contested case, except those provisions or amendments that are in conflict with this section, shall apply to and govern the proceedings contained in this section and the rights and duties of the parties involved. The person requesting a hearing shall be entitled to present evidence, pursuant to the provisions of Chapter 536, RSMo relevant to the allegations.

(G) Upon the record made at the hearing, the director of the department or the director's designee shall determine all questions presented and shall determine whether the initial decision shall stand. The director of the department or the director's designee shall clearly state the reasons for his or her decision.

(H) A person aggrieved by the decision following the hearing shall be informed of his or her right to seek judicial review as provided under Chapter 536, RSMo. If the person fails to appeal the director of the department's findings within thirty (30) days of their issuance, those findings shall constitute a final determination.

(I) A decision by the director of the department shall be inadmissible in any civil or criminal action brought against a physician or nurse practitioner.

AUTHORITY: sections 1.3.(1)(b), 1.3.(2), 2.4(1)(b), and 2.4(4) of Article XIV, Mo. Const. Emergency rule filed Jan. 20, 2023, effective Feb. 3, 2023, expires Aug. 1, 2023. An emergency and a proposed rule covering this same material will be published in the March 1, 2023, issue of the Missouri Register.

PUBLIC COST: This emergency rule will not cost state agencies or political subdivisions more than five hundred dollars (\$500) in the time the emergency is effective.

PRIVATE COST: This emergency rule will not cost private entities more than five hundred dollars (\$500) in the time the emergency is effective.

EMERGENCY RULE

TITLE 19 – DEPARTMENT OF HEALTH AND SENIOR SERVICES Division 100 – Division of Cannabis Regulation Chapter 1 – Marijuana

EMERGENCY RULE

19 CSR 100-1.060 Facility Applications and Selection

PURPOSE: This rule explains how medical and marijuana facility licensing and certification applications, with the exception of seed-to-sale tracking system entity applications, are submitted and how the Department of Health of Senior Services selects licenses and certificates.

*EMERGENCY STATEMENT: This emergency rule serves to regulate the licensure and certification of medical and marijuana facilities. This emergency rule is necessary to protect a compelling governmental interest since Amendment 3 to the **Missouri Constitution** made significant changes to the regulation of marijuana, and new rules will be needed to effectuate those changes. As a result, the Department of Health and Senior Services finds a compelling governmental interest, which requires emergency action. The scope of this emergency rule is limited to the circumstances creating the emergency and complies with the protections extended in the **Missouri** and **United States Constitutions**. The Department of Health and Senior Services believes this emergency rule is fair to all interested persons and parties under the circumstances. If an emergency is not enacted, there would be no rules explaining how the new provisions of Article XIV of the **Missouri Constitution** apply, and there would be much confusion as to the processes and procedures related to licensure and regulation of the marijuana industry. This emergency rule was filed January 20, 2023, becomes effective February 3, 2023, and expires August 1, 2023.*

(1) Conversion from a Medical Facility License to a Comprehensive Facility License.

(A) A medical facility licensee may request its medical facility license convert to a comprehensive facility license.

1. Conversion requests must be submitted in a department-approved online format.

2. Conversion requests shall include a plan that explains how the applicant will serve both the medical and adult-use markets, while maintaining adequate supply at a reasonable cost to qualifying patients.

3. Conversion requests shall include a plan to promote and encourage participation in the regulated marijuana industry by people from communities that have been disproportionately impacted by marijuana prohibition.

4. Conversion requests shall be accompanied by a nonrefundable fee of two thousand dollars (\$2000).

5. A conversion request is deemed received when all required documents and fees are received by the department.

6. The department shall approve or deny conversion requests by email to the licensee's designated contact within sixty (60) days after the conversion request is received. Conversion requests not processed within sixty (60) days of department receipt shall be deemed approved.

7. If the comprehensive facility previously received approval to operate as a medical facility, the comprehensive licensee may begin operating without additional approvals or inspections from the department. If the comprehensive facility did not previously receive approval to operate as a medical facility, the comprehensive licensee may not operate until it requests a commencement inspection and

receives approval to operate as a comprehensive facility.

8. A conversion request will be granted unless the medical facility licensee is not in good standing with the department. Good standing means the license is not suspended, revoked, or otherwise inactive at the time the request is made.

(B) Converted comprehensive licenses will retain the same expiration date assigned to the medical license.

(2) Facility Application Process.

(A) The department will publish on its website time periods during which it will accept applications and, when applicable, publish the number of licenses to be selected by lottery. The department may extend an existing application time period by posting a new application deadline on its website.

(B) Applications will be considered complete if the application includes all documents required for applications by this rule.

(C) The department will receive applications for all medical and marijuana facility licenses or certifications electronically through a department-provided, web-based application system. In the event of application system unavailability, the department will arrange to accept applications in an alternative, department-provided format and will notify the public of those arrangements through its website.

1. The department shall charge each applicant seeking an available medical or marijuana facility license an application fee to be submitted with the application. The department shall publish the current fees, including any adjustments, on its website at <http://cannabis.mo.gov>.

2. Application fees are nonrefundable, except that a microbusiness facility applicant not chosen by lottery may request a refund of its application fee:

A. Requests for a refund will be accepted beginning thirty-one (31) days after the date of the denial.

B. The application fee will be refunded if the department determines the microbusiness facility applicant met the criteria to apply for a microbusiness facility license and the applicant has no pending or future legal actions related to the denial of the application.

(D) The issuance of a facility license or certification does not authorize the facility licensee to begin activities related to marijuana authorized by the license. A facility licensee will be granted final approval to operate upon passing a commencement inspection.

(E) A facility license or certification shall be valid for three (3) years from its date of issuance.

(3) Application Requirements. Entities must obtain a license or certification to operate a medical or marijuana facility in Missouri. Applications for facility licenses or certifications, except for off-site storage of marijuana product, shall include at least the following information:

(A) Name and address of the designated contact for the applicant entity;

(B) Legal name of the applicant entity, including fictitious business names;

(C) All owners of the applicant entity, with ownership percentage, and a visual representation of the facility's ownership structure;

(D) For a testing facility application, a list of all entities licensed or certified or applying for licensure or certification in Missouri to cultivate, manufacture, or dispense marijuana product that are or will be under substantially common control, ownership, or management as the applicant. For each entity listed, a written explanation of how the entity is under substantially common control, ownership, or management as

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the applicant entity, with supporting documentation;

(E) For a microbusiness facility license application, an attestation that the applicant does not have an owner who is also an owner of an existing medical, comprehensive, or another microbusiness marijuana facility license;

(F) For medical and comprehensive facility applicants, a list of all owners who are also owners of a microbusiness facility license and the relevant microbusiness license number(s);

(G) Proposed address of the facility and –

1. An attestation that the proposed facility location complies with the facility location requirements of this chapter;

2. An attestation that the proposed facility location complies with any facility location requirements of the local government; and

3. A copy of, or hyperlink to, all local government requirements for facility location, such as zoning requirements, if applicable;

(H) Blueprints or floor plans for the facility with all rooms clearly labeled, including purpose and square footage;

(I) For facilities that will be cultivating marijuana, the cultivation practices(s) (indoor, outdoor, or greenhouse) used by the facility, and, if using a combination of practices, the ratio of cultivation space limits for each cultivation practice, as provided in the cultivation section of this chapter;

(J) An attestation that all individuals subject to analysis for disqualifying felony offenses will submit fingerprints within two (2) weeks after the application submission for a state and federal fingerprint-based criminal background check to be conducted by the Missouri State Highway Patrol;

(K) An attestation that no individual subject to analysis for a disqualifying felony offense has a disqualifying felony offense;

(L) All applicable fees; and

(M) For each comprehensive facility applicant, the application shall include a plan that explains how the applicant would serve both the medical and adult-use markets, while maintaining adequate supply at a reasonable cost to qualifying patients, and a plan to promote and encourage participation in the regulated marijuana industry by people from communities that have been disproportionately impacted by marijuana prohibition.

(4) In addition to the application requirements in section (3) above, microbusiness facility applicants must also provide documents demonstrating eligibility for microbusiness facility ownership as follows:

(A) A valid, government-issued photo ID; and

(B) For applicants claiming a net worth of less than two hundred fifty thousand dollars (\$250,000) and low income:

1. Sworn financial statements for three (3) of the last ten (10) years, each of which must show net worth of less than two hundred fifty thousand dollars (\$250,000); and

2. A copy of three (3) of the last ten (10) years of tax returns, each of which must show income below two hundred and fifty percent (250%) of the federal poverty level during the applicable year.

(C) For applicants claiming a service-connected disability a copy of the front of the applicant's valid service-connected disability card.

(D) For applicants claiming an arrest, prosecution, or conviction for a non-violent marijuana offense:

1. A copy of the relevant arrest record; or

2. A copy of the relevant FBI background check; or

3. A certified copy of the relevant prosecutor's case file; or

4. A letter from the prosecutor's office indicating the charge filed; or

5. A certified copy of the judgment of conviction; or

6. A certificate of expungement from a court; and

7. If the arrest, prosecution, or conviction was for the applicant's parent, guardian, or spouse:

A. A valid, government-issued photo ID of the parent, guardian, or spouse; and

B. Proof of relationship:

(I) A certified copy of the applicant's birth certificate; or

(II) A certified copy of the judgment of adoption or guardianship; or

(III) A certified copy of the marriage certificate; and

(E) For applicants claiming residency in a ZIP code or census tract area where either thirty percent (30%) or more of the population lives below the federal poverty level or the rate of unemployment is fifty percent (50%) higher than the state average (for qualifying areas in the state, a list of ZIP codes and census tracts will be published on the department's website):

1. Two (2) separate types of utility bills (i.e. one water bill, one electric bill) dated within the last four (4) months, which must include:

A. The name of the applicant;

B. The dates of service;

C. The service address; and

D. The billing address; or

2. A copy of a current residential lease, which must include the name of the applicant, the full address, the date the lease went in to effect and expires, and an affidavit from the applicant stating the applicant resides at that address; or

3. A copy of a residential mortgage which includes the name of the applicant and the full address, and an affidavit from the applicant stating the applicant resides at that address; or

4. A copy of the applicant's real or personal property taxes, dated within the past twelve (12) months, which must include the applicant's name and the date assessed; or

(F) For applicants claiming residency in a ZIP code or census tract area where the historic rate of incarceration for marijuana-related offenses is fifty percent (50%) higher than the rate for the entire state:

1. A certified letter from the local prosecutor's office verifying compliance with this requirement; and

2. Two (2) separate types of utility bills (i.e. one water bill, one electric bill) dated within the last four (4) months, which must include:

A. The name of the applicant;

B. The dates of service;

C. The service address; and

D. The billing address; or

3. A copy of a current residential lease, which must include the name of the applicant, the full address, the date the lease went in to effect and expires, and an affidavit from the applicant stating the applicant resides at that address; or

4. A copy of a residential mortgage which includes the name of the applicant and the full address, and an affidavit from the applicant stating the applicant resides at that address; or

5. A copy of the applicant's real or personal property taxes, dated within the past twelve (12) months, which must include the applicant's name and the date assessed; or

(G) For applicants claiming graduation from a school district that was unaccredited, or had a similar successor designation, at the time of graduation, a certified letter from the Missouri Department of Elementary and Secondary Education indicating that the applicable school district was unaccredited in the year the applicant claims to have graduated from the

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school, and:

1. A certified copy of the applicant's high school diploma; or

2. A letter from the applicant's school, on school letter head, stating that the applicant graduated from the school; or

(H) For applicants claiming residency in a ZIP code containing an unaccredited school district, or similar successor designation, for three (3) of the past five (5) years, a certified letter from the Missouri Department of Elementary and Secondary Education indicating that the applicable school district was unaccredited in the year(s) the applicant claims to have lived there, and:

1. A copy of two (2) separate types of utility bills (i.e. one water bill, one electric bill,) for each quarter of the three (3) years that the applicant claims to have lived in said location which must include:

- A. The name of the applicant;
- B. The dates of service;
- C. The service address; and
- D. The billing address; or

2. Copies of residential leases for three (3) of the past five (5) years, which must include the name of the applicant, the full address, and the effective date and the expiration date of the lease; or

3. A copy of a residential mortgage which includes the name of the applicant and the address, along with an affidavit that the applicant resided at that address during the applicable years; or

4. A copy of three (3) of the last five (5) years' real or personal property taxes for the applicant, which must include the applicant's name, address, and the date; or

5. An applicant may provide any of the acceptable types documentation for each year they are claiming residency in the ZIP code (i.e., utility bills from one year, lease from a separate year, and property taxes for a third year).

(5) Application Requirements for Off-site Warehouses. Licensees must obtain a separate certification for each warehouse facility used for storing marijuana product at a location other than the approved location of the licensee. Such requests must be submitted after the licensee's facility has passed a commencement inspection and shall include at least the following information:

(A) Blueprints for the offsite storage with all rooms clearly labeled, including purpose and square footage;

(B) An attestation that the proposed location for offsite storage complies with the facility location requirements of this chapter and any facility location requirements of the local government;

(C) If the local government in which the offsite storage will be located has enacted applicable zoning restrictions, the text of the restrictions, including the citation to said restrictions, and a description of how the proposed offsite storage will comply with those restrictions;

(D) An attestation that the offsite storage will comply with all other rules applicable to the facility for which the offsite storage is being established;

(E) An administrative and processing fee of five thousand dollars (\$5000).

(6) Application Approval and Denial Process.

(A) In cases where there are more applicants than available licenses or certificates, the department will select applicants for available licenses or certifications by lottery.

1. All timely applications submitted with an application fee during an application time period will be considered

eligible for the lottery. Untimely applications or applications without an application fee will be denied.

2. Eligible applications will be assigned an application identifier by the department. The assigned identifiers will be transmitted to the entity conducting the lottery. The individual(s) conducting the lottery will do so without reference to the identities of the applicants.

3. Identifiers will be randomly drawn and listed in the order drawn. If licenses are issued by congressional district, the identifiers will be randomly drawn and listed in the order drawn within each congressional district.

4. After listing all identifiers in the order drawn, the department will review the application corresponding to the selected identifier, beginning with the first identifier drawn, to determine if the applicant is eligible for licensure prior to issuing the license.

5. If during the review period, the department determines an application meets all of the license eligibility requirements in this chapter and Article XIV, the license will be granted.

6. During the application review period, the department may request the applicant to provide additional information or documents needed to determine eligibility for a license by sending the request to the email address of the designated contact associated with the application. If requested, the applicant will have five (5) days to provide the requested information or documents.

7. An application will be denied if:

A. The application is not complete;

B. The applicant, application, or any proposal in the application, is in violation of any rule in this chapter or Article XIV;

C. Awarding a license would result in an entity being an owner in more than ten percent (10%) of the existing licenses within a facility type, rounded down to the nearest whole number;

D. The applicant provides false or misleading information in an application;

E. The applicant fails to timely provide information or records requested by the department; or

F. The department determines an application fails to meet the license eligibility requirements in this chapter and Article XIV.

8. All applicants that are issued a license or certification will be given forty-eight (48) hours to confirm they accept the license or certification. Failure to accept the license or certification in this time frame is cause to deny the application.

9. If an application is denied, the department will review the next application in the order drawn until the available licenses or certifications are filled.

10. Once all available licenses or certifications are filled, the remaining applications in the lottery will be denied.

(B) In cases where fewer applications are received in an application time period than there are available licenses or certifications, all complete applications meeting the license eligibility requirements in this chapter and Article XIV will be granted unless otherwise subject to denial.

(C) Any denial shall be issued by the department in writing to the applicant and shall include the specific reasons for the denial and the process for requesting review of the department's decision.

(7) Renewals. Renewal requests must be submitted in a department-approved online format at least thirty (30) days, but no sooner than ninety (90) days, prior to expiration.

(A) Renewal requests shall be accompanied by a nonrefundable renewal fee to be submitted with the request.

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The department shall publish the current fees, including any adjustments, on its website at <http://cannabis.mo.gov>.

(B) A renewal request is deemed received when both the request and renewal fee is received by the department.

(C) Except for good cause, a renewal request will be granted unless the facility licensee is not in good standing with the department. Good standing means the license is not suspended, revoked, or otherwise inactive at the time the request is made.

*AUTHORITY: sections 1.3.(1)(b), 1.3.(2), 2.4(1)(b), and 2.4(4) of Article XIV, Mo. Const. Emergency rule filed Jan. 20, 2023, effective Feb. 3, 2023, expires Aug. 1, 2023. An emergency rule and a proposed rule covering this same material will be published in the March 1, 2023, issue of the **Missouri Register**.*

PUBLIC COST: This emergency rule will cost state agencies or political subdivisions three million, three hundred seventy-four thousand, one hundred sixty-seven dollars (\$3,374,167) in the time the emergency is effective.

PRIVATE COST: This emergency rule will cost private entities eight hundred fifty-six thousand dollars (\$856,000) in the time the emergency is effective.

EMERGENCY RULE

TITLE 19 – DEPARTMENT OF HEALTH AND SENIOR SERVICES Division 100 – Division of Cannabis Regulation Chapter 1 – Marijuana

EMERGENCY RULE

19 CSR 100-1.070 Facility Ownership and Employment

PURPOSE: The Department of Health and Senior Services has the authority to promulgate rules for the enforcement of Article XIV, Sections 1 and 2 of the Missouri Constitution. This rule explains what general provisions are necessary for ownership and employment related to regulated medical and marijuana facilities, with the exception of seed-to-sale tracking system entities.

EMERGENCY STATEMENT: This emergency rule serves to implement and enforce Article XIV by regulating ownership of and employment at medical and marijuana facilities. This emergency rule is necessary to protect a compelling governmental interest since Amendment 3 to the Missouri Constitution made significant changes to the regulation of marijuana, and new rules will be needed to effectuate those changes. As a result, the Department of Health and Senior Services finds a compelling governmental interest, which requires emergency action. The scope of this emergency rule is limited to the circumstances creating the emergency and complies with the protections extended in the Missouri and United States Constitutions. The Department of Health and Senior Services believes this emergency rule is fair to all interested persons and parties under the circumstances. If an emergency is not enacted, there would be no rules explaining how the new provisions of Article XIV of the Missouri Constitution apply, and there would be much confusion as to the processes and procedures related to licensure and regulation of the marijuana industry. This emergency rule was filed January 20, 2023, becomes effective February 3, 2023, and expires August 1, 2023.

(1) Facility Ownership.

(A) No medical facility shall be owned, in whole or in part, by an individual with a disqualifying felony offense.

(B) A marijuana facility shall not have as an owner any individual with a disqualifying felony offense.

(C) Facility owners must notify the department of any charges for felony offenses, including the assigned case number, within thirty (30) days of being charged.

(D) No medical or marijuana facility shall be owned by or affiliated with an entity that holds a contract with the state of Missouri for any product or service related to the department's marijuana program.

(E) An entity or individual may not be an owner in more than ten percent (10%) of the total number of comprehensive and medical cultivation, dispensary, or infused products manufacturing facility licenses outstanding, rounded down to the nearest whole number.

(F) No marijuana testing facility shall be owned by an entity or entities under substantially common control, ownership, or management as a cultivation facility, marijuana-infused products manufacturing facility, or dispensary facility.

(G) An owner of a marijuana microbusiness facility may not also be an owner of another licensed marijuana facility or medical facility.

(H) If the ownership of a medical or marijuana facility license is disputed to an extent that negatively impacts the operations of the facility, the department may restrict or suspend the operations of the facility license until the dispute

is resolved. If a facility license is restricted or suspended for this reason for longer than one (1) year, the department may revoke the facility license or pursue other remedies consistent with this chapter or Article XIV.

(2) Facility Employment.

(A) Employees, contractors, owners having access to a medical or marijuana facility, and volunteers of a medical or marijuana facility must obtain an agent identification card from the department before beginning employment, work, or volunteer services at a licensed facility. For purposes of this section, a contractor is a person who is contracted to perform work at a licensed facility for more than fourteen (14) days in a year.

(B) All facility agents must be twenty-one (21) years of age or older. Individuals under twenty-one (21) who possess a facility agent identification card prior to the effective date of this rule may remain facility agents.

(C) Agent identification card holders must have their cards visible and on their person at all times while performing work in a facility or on behalf of a licensed or certified entity. Agents must have a government-issued photo ID on their person at all times while the agent identification card is visible.

(D) A licensee may require a criminal background check as a condition of employment.

(E) If authorized or directed by statute, the department may require fingerprint submission to screen agent identification card applications for disqualifying criminal offenses.

(F) Agent identification cards are valid for three (3) years from their date of issuance and shall be renewable by submitting, prior to expiration by at least thirty (30) days but no sooner than sixty (60) days, a new or renewal application.

(G) All facility agents must keep the department apprised of their current contact information and agree to receive department communications by email, including denials and revocations. If the name, address, or email address of an agent changes after an identification card is issued, the agent shall notify the department within fourteen (14) days of the change.

(H) All applications and renewals for agent identification cards shall include at least the following information in a department-approved format:

1. Name, address, and Social Security number of the applicant;
2. A government-issued photo identification that confirms the age of the applicant is over twenty-one (21) years of age;
3. A copy of a written offer or confirmation of employment from a licensed or certified facility; and
4. All applicable fees.

(I) Upon receiving a complete application or renewal application for an agent identification card, the department shall either approve the application or provide a written explanation for its denial.

1. An application for an agent identification card will be considered received when an application is submitted to the department that includes all information required by this rule.

2. The department shall charge an administration and processing fee of seventy-five dollars (\$75) for identification cards, which shall be due at the time of application or renewal.

(J) Denial and revocation. Agent identification cards may be denied or revoked for the following reasons:

1. Submission of an incomplete application;
2. Submission of information in the application or renewal application that is deceptive, misleading, incorrect, false, or fraudulent, or that tends to deceive or create a misleading impression, whether directly, or by omission or ambiguity, including lack of disclosure or insufficient disclosure;
3. Fraudulent use of the agent identification card,

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including, but not limited to, tampering, falsifying, altering, modifying, duplicating, or allowing another person to use, tamper, falsify, alter, modify, or duplicate an agent identification card;

4. Selling, distributing, transferring in any manner, or giving marijuana product to any unauthorized individual or entity, or an amount of marijuana product not authorized by law;

5. Tampering with or falsifying video recordings or equipment, point of sale systems or records, the state-wide track and trace system or records, or any other facility records, whether at the direction of a licensee or otherwise;

6. Failing to comply with the statewide track and trace system requirements;

7. Violation of any requirement in this chapter;

8. If the individual is prohibited by law from holding an agent identification card;

9. If the agent has committed theft or other criminal offense, whether or not a criminal charge has been filed, in the performance of the functions or duties of the facility agent;

10. Refusal to cooperate with a department investigation;
or

11. If an agent card was revoked and the applicant applies for a new identification card, the application shall be denied unless the department finds good cause to issue an agent card.

*AUTHORITY: sections 1.3.(1)(b), 1.3.(2), 2.4(1)(b), and 2.4(4) of Article XIV, Mo. Const. Emergency rule filed Jan. 20, 2023, effective Feb. 3, 2023, expires Aug. 1, 2023. An emergency and a proposed rule covering this same material will be published in the March 1, 2023, issue of the **Missouri Register**.*

PUBLIC COST: This emergency rule will not cost state agencies or political subdivisions more than five hundred dollars (\$500) in the time the emergency is effective.

PRIVATE COST: This emergency rule will cost private entities two hundred eight thousand, one hundred twenty-five dollars (\$208,125) in the time the emergency is effective.

EMERGENCY RULE

TITLE 19 – DEPARTMENT OF HEALTH AND SENIOR SERVICES

Division 100 – Division of Cannabis Regulation Chapter 1 – Marijuana

EMERGENCY RULE

19 CSR 100-1.080 Facility Employee Training

PURPOSE: Under Article XIV, Sections 1 and 2 of the **Missouri Constitution**, the Department of Health and Senior Services has the authority to regulate and control medical and marijuana facilities. This rule explains what training all medical and marijuana facility licensees are required to provide to employees.

EMERGENCY STATEMENT: This emergency rule serves to implement Article XIV and to ensure the right to, availability, and safe use of marijuana product. This emergency rule is necessary to protect a compelling governmental interest since Amendment 3 to the **Missouri Constitution** made significant changes to the regulation of marijuana, and new rules will be needed to effectuate those changes. As a result, the Department of Health and Senior Services finds a compelling governmental interest, which requires emergency action. The scope of this emergency rule is limited to the circumstances creating the emergency and complies with the protections extended in the **Missouri and United States Constitutions**. The Department of Health and Senior Services believes this emergency rule is fair to all interested persons and parties under the circumstances. If an emergency is not enacted, there would be no rules explaining how the new provisions of Article XIV of the **Missouri Constitution** apply, and there would be much confusion as to the processes and procedures related to licensure and regulation of the marijuana industry. This emergency rule was filed January 20, 2023, becomes effective February 3, 2023, and expires August 1, 2023.

(1) Facility licensees must ensure all facility employees, including contract employees, are trained in at least the following and must maintain records of employee training for at least five (5) years:

(A) The use of security measures and controls that have been adopted by the licensee for the prevention of diversion, inversion, theft, or loss of marijuana product, as applicable to the employee's duties;

(B) Proper use of the statewide track and trace system, as applicable to the employee's duties;

(C) Procedures for responding to an emergency, including severe weather, fire, natural disasters, and unauthorized intrusions;

(D) The safety and sanitation procedures of the facility, as applicable;

(E) Department rules and guidance as applicable to the employee's duties;

(F) All processes and procedures used by the facility that are applicable to that employee's duties;

(G) Transportation and dispensary licensees must ensure employees responsible for assisting customers or handling customer purchase records are trained in standards for maintaining the confidentiality of information related to the use of marijuana product and in procedures for verifying the identity and age of consumers, qualifying patients, and primary caregivers; and

(H) Dispensary licensees must ensure that employees responsible for assisting customers are trained in the following:

1. Procedures for verifying purchase limitations of consumers, qualifying patients, and primary caregivers;

2. The differences in the purported effects and effectiveness of the strains of marijuana available for purchase at their dispensary and the methods of their use; and

3. The expected time frames for individuals to feel the effects of marijuana product based on their chosen method of use.

(2) All required employee training shall be completed prior to an individual beginning work at a licensed facility or performing activities covered by a new or modified SOP.

(3) Facility licensees must make all training records available for review during inspections.

AUTHORITY: sections 1.3.(1)(b), 1.3.(2), 2.4(1)(b), and 2.4(4) of Article XIV, Mo. Const. Emergency rule filed Jan. 20, 2023, effective Feb. 3, 2023, expires Aug. 1, 2023. An emergency and a proposed rule covering this same material will be published in the March 1, 2023, issue of the **Missouri Register**.

PUBLIC COST: This emergency rule will not cost state agencies or political subdivisions more than five hundred dollars (\$500) in the time the emergency is effective.

PRIVATE COST: This emergency rule will not cost private entities more than five hundred dollars (\$500) in the time the emergency is effective.

EMERGENCY RULE

TITLE 19 – DEPARTMENT OF HEALTH AND SENIOR SERVICES

Division 100 – Division of Cannabis Regulation Chapter 1 – Marijuana

EMERGENCY RULE

19 CSR 100-1.090 Facility Security

PURPOSE: *The Department of Health and Senior Services has the authority to establish security requirements for any premises licensed or certified under Article XIV, Sections 1 and 2 of the Missouri Constitution. This section provides the security requirements of all licensed or certified medical and marijuana facilities.*

EMERGENCY STATEMENT: *This emergency rule serves to implement and enforce Article XIV and to ensure the right to, availability, and safe use of marijuana product. This emergency rule is necessary to protect a compelling governmental interest since Amendment 3 to the Missouri Constitution made significant changes to the regulation of marijuana, and new rules will be needed to effectuate those changes. As a result, the Department of Health and Senior Services finds a compelling governmental interest, which requires emergency action. The scope of this emergency rule is limited to the circumstances creating the emergency and complies with the protections extended in the Missouri and United States Constitutions. The Department of Health and Senior Services believes this emergency rule is fair to all interested persons and parties under the circumstances. If an emergency is not enacted, there would be no rules explaining how the new provisions of Article XIV of the Missouri Constitution apply, and there would be much confusion as to the processes and procedures related to licensure and regulation of the marijuana industry. This emergency rule was filed January 20, 2023, becomes effective February 3, 2023, and expires August 1, 2023.*

(1) All medical and marijuana facility licensees shall ensure the security of marijuana product and the facility, including any offsite warehouses, by taking security measures and maintaining security equipment as follows:

(A) Devices or a series of devices to detect unauthorized intrusion, which may include a signal system interconnected with a radio frequency method, such as cellular or private radio signals, or other mechanical or electronic devices;

(B) Except in the case of outdoor cultivation, exterior lighting to facilitate surveillance, which shall cover the exterior of all buildings and the perimeter of the facility;

(C) Electronic video monitoring, which shall include video cameras with a recording resolution of at least 1920 x 1080p, or the equivalent, capable of recording videos at a rate of at least fifteen (15) frames per second, that operate in such a way as to provide continuous monitoring and allow identification of people and activities in all lighting levels, and that are capable of being accessed remotely at all times by the department or a law enforcement agency in real time;

1. The use of motion detection as a method of continuous monitoring is not permitted.

2. Remote access shall be accomplished through https access or another department-approved format.

3. Video cameras must provide coverage of—

A. All facility building entry and exit points, including windows;

B. All areas of the facility and facility premises where marijuana is or will be present;

C. Each point-of-sale location;

D. All vaults or safes;

E. Any area where a seed to sale system or the statewide track and trace system are accessed;

F. The entire perimeter of the facility, including at least twenty feet (20') of space around the perimeter of an outdoor grow area; and

G. All marijuana product, from at least two (2) angles, where it is grown, cultivated, manufactured, sampled for testing, tested, stored, weighed, packaged, processed for sale, sold/distributed, rendered unusable, disposed, or loaded for transport.

4. All activities subject to video camera monitoring shall occur only in areas of the facility that are covered by the required video monitoring.

5. Licensees shall ensure that each video camera used pursuant to this section—

A. Includes a date and time generator which accurately displays the date and time of recorded events on the recording in a manner that does not significantly obstruct the recorded view;

B. Is installed in a manner that prevents the video camera from being readily obstructed, tampered with, or disabled; and

C. Is cabled and does not solely operate via wifi.

6. Video recording equipment must also include at least one (1) call-up monitor that is at least nineteen inches (19").

7. Facilities must have a printer capable of immediately producing a clear, color, still photo from any video camera image.

8. Facility licensees shall store recordings from the video cameras for at least sixty (60) days in a secure location or through a service or network that allows for providing copies of the recordings, in a department approved format, upon request and at the expense of the licensee.

A. The facility licensee shall provide the department with proof of a working storage mechanism upon request of the department and at the expense of the licensee.

B. If the facility licensee changes its recording storage mechanism, the facility licensee must provide the department with notification of such change and proof that the new storage mechanism is capable of storing all recordings for at least sixty (60) days within ten (10) days of said change.

C. Video storage must be encrypted.

9. Facilities shall have a failure notification system that provides an audible and visual notification of any failure in the electronic video monitoring system.

10. Facilities shall have sufficient battery backup for video cameras and recording equipment to support at least sixty (60) minutes of recording in the event of a power outage;

(D) Controlled entry to limited access areas, which shall be controlled by electronic card access systems, biometric identification systems, or other equivalent means, except that, in addition to these means, all external access doors shall be equipped with a locking mechanism that may be used in case of power failure. Access information shall be recorded, and all records of entry shall be maintained for at least one (1) year;

(E) A method of immediate, automatic notification to alert local law enforcement agencies of an unauthorized breach of security at the facility;

(F) Manual, silent alarms affixed at each point-of-sale, reception area, vault, warehouse, and electronic monitoring station with capability of alerting local law enforcement agencies immediately of an unauthorized breach of security at the facility;

(G) Security film or shatter-proof glass on glass doors and storefronts;

(H) If windows are in a limited access area, the windows can-

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not be opened and must be designed to prevent intrusion or the window is otherwise inaccessible from the outside; and

(I) Vaults must be secured in a manner that prevents access to unauthorized individuals through both physical and electronic security measures.

(2) Facility licensees shall establish and follow policies and procedures:

(A) For restricting access to the areas of the facility that contain marijuana product to only facility agents who are employees, contractors, owners having access to a medical or marijuana facility, and volunteers of the facility. Individuals without an agent identification card may be present when necessary for legitimate business purposes, if they sign in and sign out of a visitor log and are escorted at all times by facility agents in a ratio of no less than one (1) facility agent per five (5) visitors;

(B) For identifying persons authorized to be in the areas of the facility that contain marijuana product;

(C) For identifying facility agents responsible for inventory control activities;

(D) For monitoring the security for the facility;

(E) For the use of the automatic or electronic notification and manual, silent alarms to alert local law enforcement agencies of an unauthorized breach of security at the facility, including designation of on-call facility personnel to respond to, and to be available to law enforcement personnel responding to any alarms; and

(F) For keeping local law enforcement and the department updated on whether the facility employs armed security personnel and how those personnel can be identified on sight.

(3) Medical and marijuana facility licensees with outdoor or greenhouse cultivation spaces or multi-building cultivation or manufacturing facilities, shall construct an exterior barrier around the perimeter of the facility that consists of a fence –

(A) Constructed of nine (9) gauge metal or stronger chain link;

(B) That is at least eight (8) feet in height from the ground to the top of the fence;

(C) Topped with razor wire or similar security wire along the entire length of the fence;

(D) Screened such that an outdoor cultivation area is not easily viewed from outside the fence; and

(E) That includes a secured gate that complies with the same security standards as the fence, as well as a method for controlling access through the gate.

(4) For any planned security outage, the licensee shall notify the department at least twenty-four (24) hours prior to the planned outage and provide a plan for facility and product security during the outage.

(5) Licensees shall notify the department within twenty-four (24) hours after a security system malfunction is discovered and shall make a reasonable effort to repair a malfunction of any security equipment within seventy-two (72) hours after the malfunction is discovered.

(A) A malfunction occurs when any piece of security equipment fails to work as designed or intended, for more than sixty (60) seconds, either through defect, power outage, security breach, Internet outage, compromise, or other reason.

(B) If the electronic video monitoring used pursuant to this section malfunctions, the licensee shall immediately provide alternative video camera coverage or use other security measures until video camera coverage can be restored, such as assigning additional supervisory or security personnel, to provide

for the security of the facility. If the licensee uses other security measures, the licensee must immediately notify the department.

(C) Each licensee shall maintain a log that documents each malfunction and repair of the security equipment of the facility. The log must state the date, time, and nature of each malfunction; the efforts taken to repair the malfunction and the date of each effort; the reason for any delay in repairing the malfunction; the date the malfunction is repaired and; if applicable, any alternative security measures that were taken. The log must list, by date and time, all communications with the department concerning each malfunction and corrective action. The facility shall maintain the log for at least one (1) year after the date of last entry in the log.

(6) Each licensee shall employ a security manager who shall be responsible for –

(A) Conducting a semi-annual audit of all security measures;

1. The semi-annual audit shall be an evaluation of the security of the facility, including warehouses, equipment, procedures, and training, as well as the facility's compliance with this rule.

2. Audits shall take place at least five (5) months apart.

3. Security audit records shall be kept for at least five (5) years.

(B) Training employees on security measures, emergency response, and theft prevention and response within one (1) week of hiring and on an annual basis;

(C) Evaluating the credentials of any contractors who intend to provide services to the facility before the contractor is hired by or enters into a contract with the licensee; and

(D) Evaluating the credentials of any third party who intends to provide security to the facility before the third party is hired by or enters into a contract with the facility.

(7) Each licensee shall ensure that the security manager of the facility, any facility agents who provide security for the facility, and the employees of any third party who provides security to the facility have completed the following training:

(A) Training in theft prevention or a related subject;

(B) Training in emergency response or a related subject;

(C) Training in the appropriate use of force or a related subject that covers when the use of force is and is not necessary;

(D) Training in the protection of a crime scene or a related subject;

(E) Training in the control of access to protected areas of a facility or a related subject;

(F) Not fewer than eight (8) hours of training at the facility in providing security services; and

(G) Not fewer than eight (8) hours of classroom training in providing security services.

AUTHORITY: sections 1.3.(1)(b), 1.3.(2), 2.4(1)(b), and 2.4(4) of Article XIV, Mo. Const. Emergency rule filed Jan. 20, 2023, effective Feb. 3, 2023, expires Aug. 1, 2023. An emergency rule and a proposed rule covering this same material will be published in the March 1, 2023, issue of the **Missouri Register**.

PUBLIC COST: This emergency rule will not cost state agencies or political subdivisions more than five hundred dollars (\$500) in the time the emergency is effective.

PRIVATE COST: This emergency rule will not cost private entities more than five hundred dollars (\$500) in the time the emergency is effective.

EMERGENCY RULE

TITLE 19 – DEPARTMENT OF HEALTH AND SENIOR SERVICES

Division 100 – Division of Cannabis Regulation Chapter 1 – Marijuana

EMERGENCY RULE

19 CSR 100-1.100 Facilities Generally

PURPOSE: Under Article XIV, Sections 1 and 2 of the **Missouri Constitution**, the Department of Health and Senior Services is authorized to regulate and control the operations of Medical and Marijuana Facilities. This rule explains general operating requirements applicable to all licensed and certificated facilities.

EMERGENCY STATEMENT: This emergency rule serves to implement and enforce Article XIV and to ensure the right to, availability, and safe use of marijuana product. This emergency rule is necessary to protect a compelling governmental interest since Amendment 3 to the **Missouri Constitution** made significant changes to the regulation of marijuana, and new rules will be needed to effectuate those changes. As a result, the Department of Health and Senior Services finds a compelling governmental interest, which requires emergency action. The scope of this emergency rule is limited to the circumstances creating the emergency and complies with the protections extended in the **Missouri** and **United States Constitutions**. The Department of Health and Senior Services believes this emergency rule is fair to all interested persons and parties under the circumstances. If an emergency is not enacted, there would be no rules explaining how the new provisions of Article XIV of the **Missouri Constitution** apply, and there would be much confusion as to the processes and procedures related to licensure and regulation of the marijuana industry. This emergency rule was filed January 20, 2023, becomes effective February 3, 2023, and expires August 1, 2023.

(1) Licensing and Location.

(A) An entity must obtain a separate license or certificate for each facility. Subject to department pre-approval, multiple licenses or certificates may be utilized at a single location. Testing facility licensees may not share space with any other facility.

(B) Each license or certification shall be charged an annual fee once the license or certification is granted. The first annual fee will be due thirty (30) days after a license or certification is issued and shall be due annually on that same date as long as the license or certification remains valid, except for in the case of microbusinesses whose first annual fee will be due on the anniversary of their licensure. The department shall publish the current fees, including any adjustments, on its website. The fees will be the amount that is effective as of that license or certification's annual fee due date.

(C) Unless expressly allowed by the local government, no medical or marijuana facility, including any offsite warehouses, shall be sited, at the time of application for license, certification, or local zoning approval, whichever is earlier, within one thousand feet (1,000') of any then-existing elementary or secondary school, daycare, or church. The method of measuring distances is governed by Article XIV.

(D) A medical or marijuana facility may not allow cultivation, manufacturing, sale, or display of marijuana product or marijuana accessories to be visible from a public place outside of the marijuana facility without the use of binoculars, aircraft, or other optical aids.

(2) Marijuana Facility Business Change Applications. Marijuana

facility licensees must apply for and obtain the department's approval before they may:

(A) Transfer their license to a different entity with the same ownership. Such a request must include at least the following:

1. Current legal name of the licensee, including fictitious business names, and proposed new legal name of the licensee, including fictitious business names;

2. All owners of the licensed entity and their individual ownership percentage, which must show the proposed new entity is owned by the same owners as is the licensee;

3. A visual representation of the licensee's ownership structure, including all owner entities;

4. Other documentation as requested to verify ownership; and

5. An administrative and processing fee of two thousand dollars (\$2000).

(B) Make any changes that would result in an individual becoming an owner of the licensed entity who was not previously an owner. Such requests must include at least the following:

1. All current and proposed owners of the licensed entity and their proposed individual ownership percentage;

2. A visual representation of the licensee's proposed ownership structure, including all owner entities;

3. A chart comparing the previously approved ownership percentages to the proposed ownership percentages;

4. Verification that the change will not result in any substantially common control, ownership, or management between a testing licensee and any other medical or marijuana licensee;

5. An attestation that all individuals subject to analysis for disqualifying felony offenses will submit fingerprints within two (2) weeks after the application submission, or have submitted such fingerprints within the last six (6) months, for a state and federal fingerprint-based criminal background check to be conducted by the Missouri State Highway Patrol;

6. For microbusinesses, if the proposed change affects eligibility, documentation sufficient to demonstrate eligibility for microbusiness facility ownership, as provided in the application and selection section of this chapter;

7. Other documentation as requested to verify ownership; and

8. An administrative and processing fee of five thousand dollars (\$5000), which shall only be assessed once on multiple licensed entities with identical ownership making the same changes in ownership.

(C) Make any changes that would result in an overall change in ownership interests of fifty percent (50%) or more from the last approved ownership of the licensee. Such requests may only be submitted after the licensee's facility has received approval to operate and must include at least the following:

1. All current and proposed owners of the licensed entity and their proposed individual ownership percentage;

2. A chart comparing the previously approved ownership percentages to the proposed ownership percentages;

3. A visual representation of the licensee's proposed ownership structure including all owner entities;

4. Verification that the change will not result in any substantially common control, ownership, or management between a testing licensee and any other marijuana licensee;

5. An attestation that all new and proposed owners will submit fingerprints within two (2) weeks after the application submission, or have submitted such fingerprints within the last six (6) months, for a state and federal fingerprint-based criminal background check to be conducted by the Missouri State Highway Patrol;

6. In the case of full asset transfer to a different entity,

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applications must also include:

- A. Asset purchase agreement;
- B. Merger, sale, transfer, MOU, or other like agreement between the licensee and transferee;
- C. Brand, management, consultant agreements or contracts, or any other agreement or contracts; and
- D. Location lease agreement or proof of ownership.

7. For microbusinesses, documentation sufficient to demonstrate eligibility for microbusiness facility ownership, as provided in the application and selection section of this chapter;

8. Other documentation as requested to verify ownership; and

9. An administrative and processing fee of eight thousand dollars (\$8,000), which shall only be assessed once on multiple licensed entities with identical ownership making the same changes in ownership.

(D) Change the licensee's facility location. Such requests shall include at least the following:

1. Proposed blueprints for the facility that detail room purpose(s), camera locations, limited access areas, access permissions, and all premises under facility control;

2. Documentation from the local government with jurisdiction over the facility's location confirming that the proposed location complies with local distance requirements, or stating that there are none;

3. If the local government in which the facility will be located has enacted applicable zoning restrictions, documentation from the local government with jurisdiction over the facility's location confirming that the proposed location complies with applicable zoning restrictions;

4. Location lease agreement and/or proof of ownership; and

5. An administrative and processing fee of five thousand dollars (\$5000).

(E) Any administrative and processing fee for a microbusiness change application shall be half the amount listed in (A)-(D).

(F) Change applications will be approved if the request contains all of the documents, fees, and information required by this section, and the resulting change in ownership or ownership interests does not violate any provision of this chapter or Article XIV.

(3) Medical Facility Business Change Applications. Medical facility licensees must apply for and obtain the department's approval before they may:

(A) Transfer their license to a different entity with the same ownership. Such a request must include at least the following:

1. Current legal name of the licensee, including fictitious business names, and proposed new legal name of the licensee, including fictitious business names;

2. Any entity that owns any part of the licensed entity and their individual ownership percentage, which must show the proposed new entity is owned by the same entities as is the licensee;

3. A visual representation of the licensee's ownership structure, including all entities that own any part of the licensed entity;

4. Other documentation as requested to verify ownership; and

5. An administrative and processing fee of two thousand dollars (\$2000).

(B) Make any changes that would result in an overall change in financial or voting interests of fifty percent (50%) or more from the last approved ownership of the licensee. Such requests may only be submitted after the licensee's facility has

received approval to operate and must include at least the following:

1. All current and proposed entities with any financial or voting interest in the licensed entity and their proposed individual ownership percentage;

2. A chart comparing the previously approved ownership percentages to the proposed ownership percentages;

3. A visual representation of the licensee's proposed ownership structure including all entities;

4. Verification that the change will not result in any substantially common control, ownership, or management between a testing licensee and any other medical licensee;

5. An attestation that all individuals subject to analysis for disqualifying felony offenses will submit fingerprints within two (2) weeks after the application submission, or have submitted such fingerprints within the last six (6) months, for a state and federal fingerprint-based criminal background check to be conducted by the Missouri State Highway Patrol;

6. In the case of full asset transfer to a different entity, applications must also include:

A. Asset purchase agreement;

B. Merger, sale, transfer, MOU, or other like agreement between the licensee and transferee;

C. Brand, management, consultant agreements or contracts, or any other agreement or contracts; and

D. Location lease agreement or proof of ownership.

7. Other documentation as requested to verify ownership; and

8. An administrative and processing fee of eight thousand dollars (\$8,000), which shall only be assessed once on multiple licensed entities with identical ownership making the same changes in ownership.

(C) Change the licensee's facility location. Such requests shall include at least the following:

1. Proposed blueprints for the facility that detail room purpose(s), camera locations, limited access areas, access permissions, and all premises under facility control;

2. Documentation from the local government with jurisdiction over the facility's location confirming that the proposed location complies with local distance requirements, or stating that there are none;

3. If the local government in which the facility will be located has enacted applicable zoning restrictions, documentation from the local government with jurisdiction over the facility's location confirming that the proposed location complies with applicable zoning restrictions;

4. Location lease agreement and/or proof of ownership; and

5. An administrative and processing fee of five thousand dollars (\$5000).

(D) Change applications will be approved if the request contains all of the documents and information required by this section and the resulting change in ownership or ownership interests does not violate any provision of this chapter or Article XIV.

(4) General Operations.

(A) Licenses shall be displayed within twenty feet (20') of the main entrance to a facility at all times.

(B) All licensees must comply at all times with applicable state, local, and federal requirements.

(C) Licensees shall implement a quality management system using a published standard, such as those offered by International Organization for Standardization, ASTM International, Cannabis Safety and Quality, or Foundation of Cannabis Unified Standards, within one (1) year of the date the

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facility receives department approval to operate. The chosen standard shall be applicable to the licensee's facility type and be implemented with emphasis on regulatory compliance.

(D) All licensees must receive approval to operate within one (1) year of being issued a license or certification; except microbusiness licensees, which must receive approval to operate within two (2) years of issuance. Absent a granted waiver or variance, licenses may be revoked or sanctioned if not operational and active within the required time frame.

(E) All marijuana-infused products shall be manufactured in a licensed manufacturing facility. Any facility that extracts resins from marijuana using combustible gases or other dangerous materials, without a manufacturing facility license, shall incur a penalty of ten thousand dollars (\$10,000).

(F) All marijuana product sold in Missouri, including plants, flowers, pre-rolls, and infused products, shall have originated from marijuana grown and cultivated in a licensed cultivation facility located in Missouri.

(G) All licensees shall establish and follow SOPs in the event the facility is suspended or ordered to cease operations.

(H) All licensees shall establish and follow detailed SOPs for marijuana product remediation.

(I) All licensees shall establish and follow SOPs to ensure marijuana remains free from contaminants. The systems, equipment, and documentation necessary to follow procedures must address, at a minimum:

1. The flow through a facility of any equipment or supplies that will come in contact with marijuana including receipt and storage;

2. Employee health and sanitation; and

3. Environmental factors, such as:

- A. Floors, walls, and ceilings made of smooth, hard surfaces that are easily cleaned;

- B. Temperature and humidity controls;

- C. A system for monitoring environmental conditions;

- D. A system for cleaning and sanitizing rooms and equipment;

- E. A system for maintaining any equipment used to control sanitary conditions; and

- F. For cultivation and manufacturing facilities, an air supply filtered through high-efficiency particulate air filters under positive pressure.

(J) All licensees shall post a sign and outline in policy that consumption of marijuana product is not allowed on the licensed premises, including in any approved transport vehicles.

(K) If a licensee enters into a contract with a management company or other entity to run all or part of the regulated marijuana operations under this chapter, the contract must permit the licensee to access the records of the management company or other entity at request of the department during an investigation or inspection.

(L) All licensees shall maintain any records required by this chapter for at least five (5) years.

(M) The department may issue notice of marijuana product recall to licensees or the public if, in its judgment, any particular marijuana product presents a threat or potential threat to the health and safety of qualifying patients or consumers. All facilities are responsible for complying with recall notices. Recalled items must be immediately pulled from production or inventory and quarantined until such time as the department determines the item is safe, may be remediated, or must be destroyed.

(5) Signage and advertising must comply with the following:

(A) A marijuana product may only be advertised or marketed in compliance with all applicable municipal ordinances,

state law, and rules that regulate signs and advertising.

(B) No advertisement of marijuana may contain:

1. Any representation that is false or misleading in any way;

2. Any statement representing that the use of marijuana has curative or therapeutic effects or tending to create an impression that it has curative or therapeutic effects unless such statement has been evaluated and approved by the Food and Drug Administration;

3. Any content that appeals to children, including but not limited to the shape or any part of the shape of a human, animal, or fruit, including realistic, artistic, caricature, or cartoon renderings; or

4. Any statement concerning a brand of marijuana that is inconsistent with any statement on the labeling.

(C) Outdoor signage and, if visible from a public right of way, interior signage, must comply with any local ordinances for signs or advertising.

(6) Facility Licensee Notification and Reporting. Licensees have a duty to keep the department apprised of certain information. Failure of a licensee to report required information to the department may result in administrative penalties, to include a fine of up to \$10,000, suspension, or revocation of the license.

(A) Licensees have a continuing duty to provide the department with up-to-date contact information, including the individual who shall be the designated contact for all department communications.

1. Licensees shall notify the department in writing of any changes to the mailing addresses, phone numbers, email addresses, and other contact information they provide the department.

2. Licensees and applicants are deemed to have received all communications and notifications from the department on the date the department sends an email to the email address of the designated contact for the licensee or applicant.

(B) Licensees must report, at least annually:

1. For marijuana facility licensees, all owners, with ownership percentage.

2. For medical facility licensees, all entities that own any part of the licensed entity, with ownership percentage.

(C) The licensee shall notify the department within five (5) days of the initiation and conclusion of any legal proceedings, government investigations, or any other activity that would negatively affect the licensee's ability to operate in accordance with department regulations, including a petition for receivership, loss of lease or location, or disputes relating to the ownership of the facility license.

(D) The licensee shall notify the department when a facility agent has been terminated for misconduct related to handling of marijuana product, including but not limited to, inventory, product integrity, marijuana product sales, theft, health and safety, or facility security.

(E) The licensee shall notify the department within twenty-four (24) hours following the occurrence of an event that affects the health and safety of the facility or its employees, including injury to employees or other persons at the facility resulting in medical care being administered by a medical professional.

(F) The licensee shall notify the department within twenty-four (24) hours of discovery of any theft or attempted theft of marijuana product.

(G) The licensee shall notify the department within twenty-four (24) hours of discovery of any criminal misconduct of an employee, contractor, owner, or volunteer, as it pertains to the operation of the facility.

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(H) A cultivation licensee shall notify the department before changing its cultivation practice (indoor, outdoor, or greenhouse) or modifying the ratios of cultivation practices it uses, as provided in the cultivation section of this chapter.

(I) After the department approves a change in location, the licensee shall notify the department it has completed its location change within ninety (90) days of moving the location of the licensed facility.

(J) The licensee shall notify the department of any entity name changes or fictitious name changes.

*AUTHORITY: sections 1.3.(1)(b), 1.3.(2), 2.4(1)(b), and 2.4(4) of Article XIV, Mo. Const. Emergency rule filed Jan. 20, 2023, effective Feb. 3, 2023, expires Aug. 1, 2023. An emergency rule and a proposed rule covering this same material will be published in the March 1, 2023, issue of the **Missouri Register**.*

PUBLIC COST: This emergency rule will not cost state agencies or political subdivisions more than five hundred dollars (\$500) in the time the emergency is effective.

PRIVATE COST: This emergency rule will cost private entities at least two hundred ten million, five hundred ninety-one thousand dollars (\$210,591,000), and up to eight hundred fifty-five million, seven hundred fifty-one thousand, two hundred eight dollars (\$855,751,208) in the time the emergency is effective.

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TITLE 19 – DEPARTMENT OF HEALTH AND SENIOR SERVICES

Division 100 – Division of Cannabis Regulation Chapter 1 – Marijuana

EMERGENCY RULE

19 CSR 100-1.110 Testing

PURPOSE: Under Article XIV, Sections 1 and 2 of the **Missouri Constitution**, the Department of Health and Senior Services has the authority to regulate and control Marijuana Facilities and to ensure the safe use of marijuana product. This rule explains what regulations apply to the testing of marijuana product.

EMERGENCY STATEMENT: This emergency rule serves to implement and enforce Article XIV and to ensure the right to, availability, and safe use of marijuana product. This emergency rule is necessary to protect a compelling governmental interest since Amendment 3 to the **Missouri Constitution** made significant changes to the regulation of marijuana, and new rules will be needed to effectuate those changes. Specifically, existing rules only covered the testing of medical products, and the new law permits both medical and adult use marijuana products. As a result, the Department of Health and Senior Services finds a compelling governmental interest, which requires emergency action. The scope of this emergency rule is limited to the circumstances creating the emergency and complies with the protections extended in the **Missouri and United States Constitutions**. The Department of Health and Senior Services believes this emergency rule is fair to all interested persons and parties under the circumstances. If an emergency is not enacted, there would be no rules explaining how marijuana products for adult use are to be tested. This emergency rule was filed January 20, 2023, becomes effective February 3, 2023, and expires August 1, 2023.

(1) Access to Testing Facility Certifications. The number of testing facility certifications will be limited to ten (10) unless the department determines the limit must be increased in order to meet the demand for marijuana product by qualifying patients.

(2) Testing Facility Requirements. In addition to the requirements for facilities in this chapter, testing facilities shall also comply with the following:

(A) Testing facilities must ensure all facility employees are trained in at least the following:

1. The use of security measures and controls that have been adopted by the facility for the prevention of diversion, inversion, theft, or loss of marijuana product;

2. Proper use of the statewide track and trace system; and

3. Procedures for responding to an emergency, including severe weather, fire, natural disasters, and unauthorized intrusions;

(B) Testing facilities shall comply with International Organization for Standardization (ISO) 17025 standards for personnel at all times;

(C) During any periods of time when a facility no longer complies with ISO 17025 standards for personnel, the facility shall not conduct testing of marijuana product. Upon return to compliance, the facility shall not resume testing until the department conducts an inspection of the facility;

(D) Testing facilities shall become fully accredited to the standard set forth by ISO 17025 by an International Laboratory Accreditation Cooperation recognized accreditation body. Testing facilities shall achieve such accreditation within one

(1) year of the date the facility receives department approval to operate and shall maintain its accreditation as long the facility holds a certification.

1. The scope of the accreditation shall include all marijuana product testing performed at the facility.

2. Loss of accreditation shall be reported to the department by the testing facility within twenty-four (24) hours of the testing facility receiving notice of the loss.

3. Inspection and audit reports from the accrediting body shall be submitted to the department by the testing facility within ten (10) days of receipt;

(E) Testing facilities shall participate in a proficiency testing program provided by an organization that operates in conformance with the requirements of ISO/IEC 17043 at least twice in a calendar year.

1. The facility shall notify the department of the proficiency testing provider the facility chooses, and the department will work with the proficiency testing provider to determine the schedule the provider will follow when sending proficiency testing samples to facilities for analysis.

2. The facility shall analyze proficiency test samples using the same procedures and equipment as used for testing marijuana product.

3. Upon receipt of proficiency test results, the facility shall submit copies of those results to the department;

(F) Testing facilities shall install and maintain security equipment designed to prevent unauthorized entrance into limited access areas, which shall include any area where marijuana product is tested, stored, or disposed, and to prevent diversion and inversion of marijuana product including:

1. Devices or a series of devices to detect unauthorized intrusion, which may include a signal system interconnected with a radio frequency method, such as cellular or private radio signals, or other mechanical or electronic devices;

2. Electronic monitoring, including:

- A. At least one (1) call-up monitor that is nineteen inches (19") or more;

- B. A printer capable of immediately producing a clear still photo from any video camera image;

- C. Video cameras with a recording resolution of at least 1920 x 1080, or the equivalent, at a rate of at least fifteen (15) frames per second, that operate in such a way as to allow identification of people and activities in the monitored space, and that provide coverage of –

- (I) All entrances and exits from limited access areas, including windows; and

- (II) All areas in which marijuana product is tested, stored, or disposed, from at least two (2) angles;

- D. A method for storing recordings from the video cameras for at least sixty (60) days in a secure on-site or off-site location or through a service or network that provides on-demand access to the recordings and that allows for providing copies of the recordings to the department upon request and at the expense of the facility;

- E. A failure notification system that provides an audible and visual notification of any failure in the electronic monitoring system; and

- F. Sufficient battery backup for video cameras and recording equipment to support at least sixty (60) minutes of recording in the event of a power outage;

3. Controlled entry to limited access areas, which shall be controlled by electronic card access systems, biometric identification systems, or other equivalent means. Access information shall be recorded, and all records of entry to limited access areas shall be maintained for at least one (1) year;

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(G) Testing facilities shall maintain all sampling and testing records for five (5) years; and

(H) Testing facilities may only transport marijuana product—

1. That the facility intends to test;
2. From cultivation, dispensary, manufacturing, and other testing facilities;
3. If the facility complies with the transportation requirements of this chapter.

(3) Sampling Requirements.

(A) Sampling and testing of marijuana product shall be done at the lot level.

(B) Sampling and testing of each harvest lot or process lot shall be conducted with representative samples such that there is assurance that all lots are adequately assessed for contaminants and that the cannabinoid profile is consistent throughout.

1. In the case of dry, unprocessed marijuana, the maximum amount of marijuana from which a sample may be selected is fifteen pounds (15 lbs.), and a minimum of zero point five percent (0.5%) of a harvest lot will be sampled for testing.

2. In the case of concentrates and extracts, the amount of material required for sampling is—

Process Lot Weight		Sample Increments Required (1±0.2g)
Pounds	Kilograms	
0-0.50	0-0.23	4
0.51-1.5	0.24-0.68	8
1.51-3.00	0.69-1.36	12
3.01-6.00	1.37-2.72	16
6.01-10.00	2.73-4.58	20
10+	4.58+	32

3. In the case of all other infused products, the amount of material required for sampling is—

Units for Sale	Sample Increments
2-15	2
16-50	3
51-150	5
151-500	8
501-3,200	13
3,201 – 35,000+	20

(4) Testing Requirements.

(A) Testing facilities shall test all lots of marijuana product produced by cultivation or infused products manufacturing facilities. Testing shall only be performed on the final marijuana product equivalent to what will be dispensed to the patient.

(B) Mandatory testing requirements may only be met through testing of samples collected by the testing facility according to section (3) of this rule.

(C) Upon request from a licensed cultivation, manufacturing, or dispensary facility, testing facilities may also test material received directly from the facility, including:

1. Marijuana plants at any stage of growth;
2. Infused products at any stage of production; and
3. Components used for the production of final marijuana product, such as water or growing materials.

(D) Within five (5) business days of collecting a sample, the testing facility shall file a report in the statewide track and trace system detailing all test results and stating whether the lot passed or failed each required test. Filing of this report must coincide with or precede any notice of test results to the originating facility.

(E) Testing of the cannabinoid profile of the final marijuana product shall include those analytes listed below, and the acceptable limits for each analyte will be a percentage deviation from the mean in concentration throughout the lot of fifteen percent (15%) or less:

1. Delta-9 tetrahydrocannabinol (THC), CAS number 1972-08-3;
2. Tetrahydrocannabinol acid (THCA), CAS number 23978-85-0;
3. Cannabidiol (CBD), CAS number 13956-29-1;
4. Cannabidiolic acid (CBDA), CAS number 1244-58-2; and
5. Cannabinol (CBN), CAS number 521-35-7.

(F) Testing for contaminants in the final marijuana product shall include, but shall not be limited to:

1. Microbial screening. A test will fail if it shows—
 - A. A mycotoxin concentration, including aflatoxins and ochratoxin A, of greater than 20 micrograms per kilogram;
 - B. Pathogenic *E. coli* or salmonella concentrations detectable in 1 gram; and
 - C. Pathogenic *Aspergillus* species *A. fumigatus*, *A. flavus*, *A. niger*, or *A. terreus* detectable in 1 gram;
2. Chemical residue screening. A test will fail if it shows—

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Banned Analytes	Chemical Abstract Services (CAS) Registry number	Action Limit (ppm)
Abamectin	71751-41-2	> 0.5
Acephate	30560-19-1	> 0.4
Acequinocyl	57960-19-7	> 2
Acetamiprid	135410-20-7	> 0.2
Aldicarb	116-06-3	> 0.4
Azoxystrobin	131860-33-8	> 0.2
Bifenazate	149877-41-8	> 0.2
Bifenthrin	82657-04-3	> 0.2
Boscalid	188425-85-6	> 0.4
Carbaryl	63-25-2	> 0.2
Carbofuran	1563-66-2	> 0.2
Chlorantraniliprole	500008-45-7	> 0.2
Chlorfenapyr	122453-73-0	> 1
Chlormequat Chloride	7003-89-6	> 0.2
Chlorpyrifos	2921-88-2	> 0.2
Clofentezine	74115-24-5	> 0.2
Cyfluthrin	68359-37-5	> 1
Cypermethrin	52315-07-8	> 1
Daminozide	1596-84-5	> 1
DDVP (Dichlorvos)	62-73-7	> 1
Diazinon	333-41-5	> 0.2
Dimethoate	60-51-5	> 0.2
Ethoprophos	13194-48-4	> 0.2
Etofenprox	80844-07-1	> 0.4
Etoxazole	153233-91-1	> 0.2
Fenoxycarb	72490-01-8	> 0.2
Fenpyroximate	134098-61-6	> 0.4
Fipronil	120068-37-3	> 0.4
Flonicamid	158062-67-0	> 1
Fludioxonil	131341-86-1	> 0.4
Hexythiazox	78587-05-0	> 1
Imazalil	35554-44-0	> 0.2
Imidacloprid	138261-41-3	> 0.4
Kresoxim-methyl	143390-89-0	> 0.4
Malathion	121-75-5	> 0.2
Metalaxyl	57837-19-1	> 0.2
Methiocarb	2032-65-7	> 0.2
Methomyl	16752-77-5	> 0.4

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Methyl parathion	298-00-0	> 0.2
MGK-264	113-48-4	> 0.2
Myclobutanil	88671-89-0	> 0.2
Naled	300-76-5	> 0.5
Oxamyl	23135-22-0	> 1
Paclobutrazol	76738-62-0	> 0.4
Permethrins*	52645-53-1	> 0.2
Prallethrin	23031-36-9	> 0.2
Phosmet	732-11-6	> 0.2
Piperonyl_butoxide	51-03-6	> 2
Propiconazole	60207-90-1	> 0.4
Propoxur	114-26-1	> 0.2
Pyridaben	96489-71-3	> 0.2
Pyrethrins+	8003-34-7	> 1
Spinosad	168316-95-8	> 0.2
Spiromesifen	283594-90-1	> 0.2
Spirotetramat	203313-25-1	> 0.2
Spiroxamine	118134-30-8	> 0.4
Tebuconazole	80443-41-0	> 0.4
Thiacloprid	111988-49-9	> 0.2
Thiamethoxam	153719-23-4	> 0.2
Trifloxystrobin	141517-21-7	> 0.2
Vitamin E acetate	58-95-7	> 0.2

* Permethrins cumulative residue of cis- and trans-permethrin isomers

+ Pyrethrins cumulative residues of pyrethrin 1, cinerin 1 and jasmolin 1

3. Heavy metal screening. A test will fail if it shows –

Metal	Failure Level for Marijuana (Meant for Inhalation) (ppm)	Failure Level for Marijuana- Infused Products (ppm)
Inorganic Arsenic	> 0.2	> 1.5
Cadmium	> 0.2	> 0.5
Total Chromium	> 0.6	> 2.0
Lead	> 0.5	> 0.5
Mercury	> 0.1	> 3.0

4. Residual solvents. A test will fail if it shows –

Solvent	Chemical Abstract Services (CAS) Registry number	Failure Level for Marijuana (Inhalation) (ppm)	Failure Level for Marijuana-Infused Products (ppm)
1,2-Dichloroethane	107-06-2	> 2	> 5
Acetone	67-64-1	> 750	> 5000
Acetonitrile	75-05-8	> 60	> 410

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Benzene	71-43-2	> 1	> 2
Butanes (all isomers)	106-97-8	> 800	> 5000
Chloroform	67-66-3	> 2	> 60
Ethanol	64-17-5	> 1000	> 5000
Ethyl acetate	141-78-6	> 400	> 5000
Ethyl ether	60-29-7	> 500	> 5000
Ethylene Oxide	75-21-8	> 5	> 50
Heptane	142-82-5	> 500	> 5000
Hexanes (all isomers)	11054-3	> 50	> 290
Isopropyl alcohol	67-63-0	> 500	> 5000
Methanol	67-56-1	> 250	> 3000
Methylene chloride	75-09-2	> 125	> 600
Pentanes (all isomers)	109-66-0	> 750	> 5000
Propane	74-98-6	> 2100	> 5000
Toluene	79-01-6	> 150	> 890
Trichloroethylene	108-88-3	> 25	> 80
Total Xylenes (ortho-, meta-, para-)	1330-20-7	> 150	> 2170

5. Water activity and moisture content screening. A test will fail if it shows, for dry, unprocessed marijuana, water activity that exceeds 0.65 Aw and moisture content that is not between 5.0% and 13.0%; and

6. Foreign matter screening. A test will fail if it shows—

A. More than 5.0% of stems 3 mm or more in diameter;

or

B. More than 2.0% of other foreign matter (mites, hair, dirt, etc.).

(5) Marijuana product that fails mandatory testing shall not be retested and will be immediately placed on hold by the testing facility through the statewide track and trace system pending disposal or remediation.

(6) Testing facilities may acquire from cultivation, manufacturing, and dispensary facilities raw material, such as plant material, concentrates, extracts, and infused products, for testing method development.

(7) Testing facilities shall retain any portion of a sample that was not used in the testing process for, at a minimum, forty-five (45) business days after testing is complete.

(A) Excess sample material shall be securely stored in a manner that prohibits sample degradation, contamination, and tampering and available to the department upon request.

(B) When no longer subject to retention, sample material shall be disposed pursuant to the marijuana waste disposal section of this chapter.

*AUTHORITY: sections 1.3.(1)(b), 1.3.(2), 2.4(1)(b), and 2.4(4) of Article XIV, Mo. Const. Emergency rule filed Jan. 20, 2023, effective Feb. 3, 2023, expires Aug. 1, 2023. An emergency rule and a proposed rule covering this same material will be published in the March 1, 2023, issue of the **Missouri Register**.*

PUBLIC COST: This emergency rule will not cost state agencies or

political subdivisions more than five hundred dollars (\$500) in the time the emergency is effective.

PRIVATE COST: This emergency rule will not cost private entities more than five hundred dollars (\$500) in the time the emergency is effective.

EMERGENCY RULE

TITLE 19 – DEPARTMENT OF HEALTH AND SENIOR SERVICES

Division 100 – Division of Cannabis Regulation Chapter 1 – Marijuana

EMERGENCY RULE

19 CSR 100-1.120 Packaging, Labeling, and Product Design

PURPOSE: This rule defines terms used in Chapter 1.

EMERGENCY STATEMENT: This emergency rule informs citizens of the packaging rules pertaining to the regulation of marijuana for adult and medical use. This emergency rule is necessary to protect a compelling governmental interest since Amendment 3 to the Missouri Constitution made significant changes to the regulation of marijuana, and new rules will be needed to effectuate those changes. Specifically, existing rules only covered the packaging of medical products, and the new law permits both medical and adult use marijuana products. As a result, the Department of Health and Senior Services finds a compelling governmental interest, which requires emergency action. The scope of this emergency rule is limited to the circumstances creating the emergency and complies with the protections extended in the Missouri and United States Constitutions. The Department of Health and Senior Services believes this emergency rule is fair to all interested persons and parties under the circumstances. If an emergency is not enacted, there would be no rules explaining how marijuana products for adult-use are to be packaged. This emergency rule was filed January 20, 2023, becomes effective February 3, 2023, and expires August 1, 2023.

(1) All medical and marijuana licensees shall ensure that all marijuana product is packaged and labeled in a manner consistent with the following:

(A) Licensees shall not manufacture, package, or label marijuana –

1. In a false or misleading manner;
2. In any manner designed to cause confusion between a marijuana product and any product not containing marijuana; or

3. In any manner designed to appeal to a minor;

(B) Marijuana and marijuana-infused products shall be sold in containers clearly and conspicuously labeled with:

1. “Marijuana” or a “Marijuana-infused Product” in a font size at least as large as the largest other font size used on the package; and

2. “Warning: Cognitive and physical impairment may result from the use of Marijuana” in a font no smaller than seven- (7-) point type;

(C) Any marijuana or marijuana-infused products packaged for retail sale before delivery to a dispensary must be packaged in opaque, re-sealable packaging designed or constructed to be significantly difficult for children under five (5) years of age to open but not normally difficult for adults to use properly. Any marijuana or marijuana-infused products not packaged for retail sale before delivery to a dispensary must be packaged by the dispensary upon sale to a qualifying patient or primary caregiver in opaque, re-sealable packaging designed or constructed to be significantly difficult for children under five (5) years of age to open but not normally difficult for adults to use properly. All edible marijuana-infused products must be packaged for retail by the infused-products manufacturer before transfer to a dispensary;

(D) Marijuana and marijuana-infused products shall bear a label displaying the following information, in the following order:

1. The total weight of the marijuana included in the package.

- A. For dried, unprocessed marijuana, weight shall be listed in ounces or grams;

- B. For concentrates, weight shall be listed in grams; or

- C. For infused products, weight shall be listed by milligrams of THC;

2. Dosage amounts, instructions for use, and estimated length of time the dosage will have an effect;

3. The THC, tetrahydrocannabinol acid, cannabidiol, cannabidiol acid, and cannabinol concentration per dosage;

4. All active and inactive ingredients, which shall not include groupings of ingredients that obscure the actual ingredients, such as “proprietary blend” or “spices”;

5. In the case of dried, unprocessed marijuana, the name, as recorded with the Missouri Secretary of State, of the cultivating facility from which the marijuana in the package originated and, in the case of infused products, the name of the infused-product manufacturer, as recorded with the Missouri Secretary of State; and

6. A “best if used by” date;

(E) No branding, artwork, or other information or design elements included on marijuana or marijuana-infused products shall be placed in such a way as to obscure any of the information required by this section;

(F) Marijuana and marijuana-infused product packaging shall not include claims of health benefits but may include health warnings; and

(G) Marijuana and marijuana-infused products must, at all times, be tagged with traceability information generated by the statewide track and trace system.

AUTHORITY: sections 1.3.(1)(b), 1.3.(2), 2.4(1)(b), and 2.4(4) of Article XIV, Mo. Const. Emergency rule filed Jan. 20, 2023, effective Feb. 3, 2023, expires Aug. 1, 2023. An emergency rule and a proposed rule covering this same material will be published in the March 1, 2023, issue of the Missouri Register.

PUBLIC COST: This emergency rule will not cost state agencies or political subdivisions more than five hundred dollars (\$500) in the time the emergency is effective.

PRIVATE COST: This emergency rule will not cost private entities more than five hundred dollars (\$500) in the time the emergency is effective.

EMERGENCY RULE

TITLE 19 – DEPARTMENT OF HEALTH AND SENIOR SERVICES

Division 100 – Division of Cannabis Regulation Chapter 1 – Marijuana

EMERGENCY RULE

19 CSR 100-1.130 Inventory Control and Seed-to-Sale Tracking

PURPOSE: Under Article XIV, Sections 1 and 2 of the **Missouri Constitution**, the Department of Health and Senior Services has the authority to regulate and control Medical and Marijuana licensees. This rule explains what regulations apply to medical and marijuana facility inventory control systems and procedures as well as to certification and operations of seed-to-sale tracking systems.

EMERGENCY STATEMENT: This emergency rule serves to implement and enforce Article XIV and to ensure the right to, availability, and safe use of marijuana product. This emergency rule is necessary to protect a compelling governmental interest since Amendment 3 to the **Missouri Constitution** made significant changes to the regulation of marijuana, and new rules will be needed to effectuate those changes. As a result, the Department of Health and Senior Services finds a compelling governmental interest, which requires emergency action. The scope of this emergency rule is limited to the circumstances creating the emergency and complies with the protections extended in the **Missouri** and **United States Constitutions**. The Department of Health and Senior Services believes this emergency rule is fair to all interested persons and parties under the circumstances. If an emergency is not enacted, there would be no rules explaining how the new provisions of Article XIV of the **Missouri Constitution** apply, and there would be much confusion as to the processes and procedures related to licensure and regulation of the marijuana industry. This emergency rule was filed January 20, 2023, becomes effective February 3, 2023, and expires August 1, 2023.

(1) Inventory control systems and procedures. All facility licensees shall implement inventory control systems and procedures as follows:

(A) Each licensee shall designate, in writing, a facility agent who is generally responsible for the inventory control systems and procedures for that facility;

(B) Licensees shall maintain all records required by this section for at least five (5) years;

(C) All weighing and measuring of marijuana product required by this rule must be conducted with a National Type Evaluation Program (NTEP) approved scale that complies with Accuracy Class I & II parameters, which shall be recalibrated by a certified entity at least yearly;

1. Facility agents shall inspect and log the inspection of each scale prior to use and verify the scale is clean and reading accurately.

2. Each licensee shall maintain a scale inspection log indicating the date, method of accuracy verification, and by whom the accuracy is verified.

3. The licensee's NTEP scale shall be designed for the type of weighing or measuring needed for the licensee's facility type.

(D) Each facility licensee shall use the statewide track and trace system as its system of record to track marijuana product from seed or immature plant stage until the marijuana product is either purchased by a consumer, qualifying patient, or primary caregiver; expended during testing; or destroyed;

(E) All marijuana product in a medical or marijuana facility must be traceable in the statewide track and trace system at all times;

1. All immature plants at least eight (8) inches tall or eight (8) inches wide shall be tagged with traceability information.

2. All packaged marijuana product shall bear a tag with traceability information.

3. Licensees shall place a new package tag on marijuana product any time –

A. A marijuana product changes product category; or

B. The marijuana product is incorporated into a different marijuana product.

(F) Licensees must enter into the statewide track and trace system each day's beginning inventory, harvests, acquisitions, sales, disbursements, remediations, disposals, transfers, deliveries, ending inventory, and any other data necessary to complete the inventory control records in the statewide track and trace system. Records will not be considered complete unless all available fields for a particular action are completed, including the identity of the facility agent making the record;

(G) Discrepancies in marijuana product inventory records shall not be corrected by entering an inventory adjustment without first being documented, investigated by management personnel, and reported to the department within twenty-four (24) hours of discovering the discrepancy;

(H) If a licensee identifies a reduction in the amount of marijuana product in the inventory of the facility due to suspected criminal activity by a facility agent, the licensee shall report the facility agent to the department and to the appropriate law enforcement agencies within twenty-four (24) hours of discovering the suspected criminal activity;

(I) Cultivation facility licensees must –

1. Report in the statewide track and trace system all seeds and all plants of any size;

2. Report in the statewide track and trace system, by plant or location –

A. All pesticides, herbicides, fertilizers, and other agricultural chemicals applied to marijuana plants and growing medium during production and processing at its facility; and

B. All ingredients contained in each pesticide, herbicide, fertilizer, and other agricultural chemical applied to the marijuana plants and growing medium during production and processing at its facility; and

3. Provide to the department a monthly physical inventory report that includes all adjustments and adjustment reasons. The physical inventory shall be reconciled with the inventory recorded in the statewide track and trace system.

(J) Manufacturing facility licensees shall –

1. Establish and maintain a perpetual inventory system that documents the flow of all non-marijuana materials through the manufacturing process;

2. Establish procedures to reconcile the raw marijuana material with the finished product on the basis of each process lot;

3. Record in the statewide track and trace system all active and inactive ingredients in each final manufactured product;

4. Record in the statewide track and trace system the serving or, in the case of medical marijuana product, dosage amounts for each final manufactured product; and

5. Provide to the department a monthly physical inventory report that includes all adjustments and adjustment reasons. The physical inventory shall be reconciled with the inventory recorded in the statewide track and trace system.

(K) Dispensary licensees shall be responsible for ensuring that every amount of marijuana product sold or disbursed to

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a consumer, qualifying patient, or primary caregiver is immediately recorded in the statewide track and trace system. Amounts of marijuana product shall be recorded –

1. For dried, unprocessed marijuana and prerolls, in grams;
2. For concentrates and infused prerolls, in grams; or
3. For infused products, by milligrams of THC;

(L) All facility licensees must ensure the accuracy of information entered into the statewide track and trace system on a daily basis;

1. Errors identified within the system must be immediately corrected. All corrections should be accompanied with a detailed note in the system clearly outlining the error that occurred and the corrective action taken.

2. Errors involving consumer and patient allotments must be reported to the department and corrected in the statewide track and trace system within twenty-four (24) hours of being identified.

(M) In order to facilitate the use of the statewide track and trace system, facilities may also employ a department-certified seed-to-sale tracking system that integrates with the statewide track and trace system; and

(N) In case of seed-to-sale system failure or loss of connection between the seed-to-sale system and the statewide track and trace system, a licensee must cease performing all actions that are required to be tracked.

1. Upon system restoration, the licensee must confirm all inventory and tracking information is accurately reflected in the statewide track and trace system.

2. Any such system failure or loss of connection must be reported to the department within three (3) hours of identifying the seed-to-sale system failure or loss of connection between the seed-to-sale system and the statewide track and trace system.

(2) Seed-to-Sale Tracking.

(A) Access to Seed-to-Sale Tracking System Certifications.

1. Any entity certified to conduct seed-to-sale tracking for medical marijuana product as of the effective date of this section shall be deemed certified to conduct those activities with respect to all marijuana product.

2. The department will accept applications for seed-to-sale tracking system certifications via the online application system.

3. Incomplete applications for certification of seed-to-sale tracking systems may be denied.

4. The department shall charge an application fee for a seed-to-sale certification and also an annual fee once a certification is granted.

A. The first annual fee will be due thirty (30) days after a certification is issued and shall be due annually on that same date as long as the certification remains valid.

B. The department shall publish the current fees, including any adjustments, on its website at <http://cannabis.mo.gov>. The fees due will be the fee that is effective as of the due date for the fee.

(B) Application Requirements. All applications for seed-to-sale tracking system certifications shall include at least the following information:

1. Name and address of the applicant;
2. Legal name of the entity, including any fictitious business names;
3. An attestation by an owner or principle of the entity that the seed-to-sale tracking system can and will comply with this rule; and
4. All applicable fees or proof that all applicable fees have already been paid.

(C) Seed-to-Sale Tracking System Requirements. All seed-to-sale tracking systems used by licensees shall be capable of –

1. Interfacing with the statewide track and trace system such that a licensee's employees may enter and access information in the statewide track and trace system as required for inventory control and tracking and for purchase limitations set forth in this chapter;

2. Providing the department with access to all information stored in the system's database;

3. Maintaining the confidentiality of all patient and consumer data and records accessed or stored by the system such that all persons or entities other than the department may only access the information in the system that they are authorized by law to access; and

4. Producing analytical reports to the department regarding–

A. Total quantity of daily, monthly, and yearly sales at the facility per product type;

B. Average prices of daily, monthly, and yearly sales at the facility per product type;

C. Total inventory or sales record adjustments at the facility; and

D. API error report showing how many times the seed-to-sale tracking system failed to upload information to the statewide track and trace system, or failed in some other way.

(D) Seed-to-Sale Tracking System Prohibitions.

1. No certified seed-to-sale tracking system entities may begin operations before signing the department's Marijuana Application Programming Interface User Agreement.

2. No seed-to-sale tracking system entity may be owned by or affiliated with an entity that holds a contract with the state of Missouri for any product or service related to the department's marijuana program.

(E) Tracking-related discipline.

1. The department may impose a fine of up to \$5,000, and may restrict, suspend, or revoke a seed-to-sale tracking system entity certification for the following reasons:

A. Failure of a seed-to-sale tracking system entity to comply with this rule;

B. Failure to abide by the department's Marijuana Application Programming Interface User Agreement;

C. Failure of a seed-to-sale tracking system entity to timely interface with the statewide track and trace system;

D. Persistent failure to interface with the statewide track and trace system; or

E. Providing false or misleading information to the statewide track and trace system.

2. If a facility licensee or its employees or contractors fail to comply with the statewide track and trace system requirements or intentionally misuses or falsifies statewide track and trace system tracking data, the department may impose a fine of up to fifty thousand dollars (\$50,000), and may restrict, suspend, or revoke the facility's license.

*AUTHORITY: sections 1.3.(1)(b), 1.3.(2), 2.4(1)(b), and 2.4(4) of Article XIV, Mo. Const. Emergency rule filed Jan. 20, 2023, effective Feb. 3, 2023, expires Aug. 1, 2023. An emergency rule and a proposed rule covering this same material will be published in the March 1, 2023, issue of the **Missouri Register**.*

PUBLIC COST: This emergency rule will cost state agencies or political subdivisions eight hundred sixty-nine thousand, nine hundred ninety-eight dollars (\$869,998) in the time the emergency is effective.

PRIVATE COST: This emergency rule will cost private entities between seven hundred twenty-five thousand dollars (\$725,000)

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*and one million, five hundred ninety-five thousand dollars
(\$1,595,000) in the time the emergency is effective.*

EMERGENCY RULE

TITLE 19 – DEPARTMENT OF HEALTH AND SENIOR SERVICES

Division 100 – Division of Cannabis Regulation Chapter 1 – Marijuana

EMERGENCY RULE

19 CSR 100-1.140 Transportation and Storage

PURPOSE: Under Article XIV, Sections 1 and 2 of the **Missouri Constitution**, the Department of Health and Senior Services has the authority to regulate and control the storage of, warehouses for, and transportation of marijuana product. This rule explains what regulations apply to all medical and marijuana facility licensees that transport and store marijuana product.

EMERGENCY STATEMENT: This emergency rule serves to implement and enforce Article XIV and to ensure the right to, availability, and safe use of marijuana product. This emergency rule is necessary to protect a compelling governmental interest since Amendment 3 to the **Missouri Constitution** made significant changes to the regulation of marijuana, and new rules will be needed to effectuate those changes. As a result, the Department of Health and Senior Services finds a compelling governmental interest, which requires emergency action. The scope of this emergency rule is limited to the circumstances creating the emergency and complies with the protections extended in the **Missouri** and **United States Constitutions**. The Department of Health and Senior Services believes this emergency rule is fair to all interested persons and parties under the circumstances. If an emergency is not enacted, there would be no rules explaining how the new provisions of Article XIV of the **Missouri Constitution** apply, and there would be much confusion as to the processes and procedures related to licensure and regulation of the marijuana industry. This emergency rule was filed January 20, 2023, becomes effective February 3, 2023, and expires August 1, 2023.

(1) Any medical or marijuana facility licensee transporting or storing marijuana product shall comply with the provisions of this section.

(2) Transfer of Marijuana Product, Generally.

(A) A medical or marijuana facility licensee shall be allowed to transfer marijuana product between facilities, in compliance with the requirements and prohibitions provided in this chapter.

(B) Marijuana product may only be transferred as follows:

1. From a medical facility to another medical facility or testing facility;
2. From a comprehensive facility to another comprehensive facility, medical facility, or testing facility;
3. From a microbusiness facility to another microbusiness facility or testing facility; and
4. Marijuana facility licensees not specifically identified above may transfer marijuana product with Department approval, in compliance with the requirements and prohibitions of this chapter.

(C) Testing facility certificate holders may only transport marijuana product that they intend to test.

(D) The agent transferring marijuana product must –

1. Ensure accuracy of the transportation manifest; and
2. Ensure a secure handoff.

(3) Delivery of Marijuana Product, Generally.

(A) A dispensary facility licensee or a transportation certificate holder shall be allowed to deliver marijuana product

to consumers, qualifying patients, and primary caregivers in compliance with the requirements and prohibitions provided in this chapter.

(B) Marijuana product may only be delivered as follows:

1. From a medical marijuana dispensary facility to a qualifying patient or primary caregiver; or
2. From a comprehensive marijuana dispensary facility or microbusiness dispensary facility to a consumer, qualifying patient, or primary caregiver.

(C) Delivery to a consumer, qualifying patient, or primary caregiver may be completed at any address as directed by the consumer, qualifying patient, or primary caregiver, as long as the address is a location allowing for the legal possession of marijuana product.

(D) At the time of delivery, licensees must –

1. Require production of a qualifying patient or primary caregiver identification card if applicable;
2. Require production of a valid government-issued photo ID confirming the identity of the qualifying patient, primary caregiver, or consumer and that a consumer is at least twenty-one (21) years of age;
3. In the case of marijuana plant purchases, require production of a cultivation identification card; and
4. Record the delivery of product in the statewide track and trace system.

(4) Security Requirements Related to Transportation, except transfers between facility licensees operating on the same premises.

(A) Licensees authorized by the department to transport marijuana product shall transport all marijuana product from an originating facility to an authorized destination within thirty-six (36) hours of taking possession of the marijuana product.

(B) When extenuating circumstances necessitate holding marijuana product longer than thirty-six (36) hours, the licensee transporting the marijuana product shall notify the department of the circumstances and the location of the marijuana product prior to the end of the thirty-six (36) hour transportation deadline.

(C) All transportation must be completed using motor vehicles that are not marked in any way that indicates marijuana product is being transported by that vehicle and that are equipped with at least –

1. A secure lockbox or locking cargo area made of smooth, hard surfaces that are easily cleaned for storing marijuana product during transit;
2. A secure lockbox or lockboxes for storing payments and video monitoring recording equipment during transit;
3. Video monitoring of the driver and passenger compartment and of any space where marijuana product is stored or can be accessed during transit; and
4. GPS tracking.

(D) Facility agents transporting marijuana product shall –

1. Prior to transporting marijuana product, complete and print an inventory manifest for the trip generated from the statewide track and trace system, which shall be provided by the facility from which the marijuana product is transported.

2. During transport –

- A. Have facility agent identification card(s) accessible at all times;
- B. Have a valid driver's license accessible at all times;
- C. Keep a copy of the applicable inventory manifest and trip plan in the transportation vehicle, which shall be within reach of the driver for the duration of the trip; and

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D. Have accessible at all times a cell phone or other means to readily communicate with individuals or entities outside the transport vehicle, including law enforcement and the department;

3. The facility agent transporting the marijuana product shall report any vehicle accidents in which the transport vehicle is involved within one (1) hour to law enforcement and the licensed or certificated entity for whom the agent is transporting; and

4. After transport, revise the trip plan to reflect the actual route taken and the end date and time of transportation, and deliver the revised trip plan to a person designated by the transporting entity for this purpose;

(E) Any vehicle accident, vehicle malfunction, incident of theft, attempted theft, or loss of marijuana product shall be reported to the department within two (2) hours of becoming aware of the incident, in accordance with Department guidance.

(F) All trip plans and revised trip plans shall be maintained by the facility transporting the marijuana product for at least five (5) years.

(G) Video and GPS Monitoring in Transportation Vehicles.

1. Electronic video monitoring for transportation of marijuana product must include video cameras with a recording resolution of at least 1920 x 1080, or the equivalent, at a rate of at least fifteen (15) frames per second, that operates in such a way as to allow identification of people and activities in the monitored space, in all lighting levels, that are that are installed in manner that will prevent the video camera from being readily obstructed, tampered with, or disabled.

2. Video cameras must provide coverage of the driver and passenger compartment of the vehicle, and any space where marijuana product is stored or can be accessed during transit, including any doors that lead to where the marijuana product is stored.

3. Licensees must store all recordings from the video cameras and GPS data for at least sixty (60) days in a secure on-site or off-site location or through a service or network that provides on-demand access to the recordings that allows for providing copies of the recordings to the department upon request, in the requested format, at the expense of the licensee.

(5) Security Requirements Related to Transfers Between Facility Licensees Operating on the Same Premises.

(A) Facility agents transferring marijuana product between facility licensees operating on the same premises shall –

1. Prior to transferring marijuana product, complete and print an inventory manifest generated from the statewide track and trace system, which shall be provided by the facility from which the marijuana product is transferred.

2. During transfer–

A. Have facility agent identification card(s) accessible at all times; and

B. Have a copy of the applicable inventory manifest and trip plan accessible for the duration of the transfer.

(B) Any incident of theft, attempted theft, or loss of marijuana product during transfer shall be reported to the department within two (2) hours of becoming aware of the incident, in accordance with department guidance.

(6) Warehouse Storage, Generally.

(A) A medical or marijuana facility licensee shall be allowed to store marijuana product in compliance with the requirements and prohibitions provided in this chapter.

(B) Transportation facility certificate holders may only store marijuana product for purposes related to the transportation of marijuana product.

(C) Facility licensees shall store all marijuana product –

1. At designated location(s) within the facility where the licensee is approved to operate; or

2. In off-site warehouses that have been approved by the department in writing, pursuant to this chapter.

(D) Facility licensees that utilize one or more off-site warehouses to store marijuana product must apply for and be granted a separate certificate to operate each warehousing premises.

1. Application requirements are included in the facility applications section of this chapter.

2. Approved warehouse certificates shall be associated with an existing facility license.

3. Transportation certificate holders will not be granted a warehouse certificate.

4. Transfers between a licensed facility and its off-site warehouse must comply with the transportation security requirements provided in this rule.

5. Transfers may not be made between a licensed facility and a different licensee's off-site warehouse.

6. Offsite warehouses for dispensary licensees must be located within the congressional district in which the underlying facility license was awarded.

*AUTHORITY: Sections 1.3.(1)(b), 1.3.(2), 2.4(1)(b), and 2.4(4) of Article XIV, Mo. Const. Emergency rule filed Jan. 20, 2023, effective Feb. 3, 2023, expires Aug. 1, 2023. An emergency and a proposed rule covering this same material will be published in the March 1, 2023, issue of the **Missouri Register**.*

PUBLIC COST: This emergency rule will not cost state agencies or political subdivisions more than five hundred dollars (\$500) in the time the emergency is effective.

PRIVATE COST: This emergency rule will not cost private entities more than five hundred dollars (\$500) in the time the emergency is effective.

EMERGENCY RULE

TITLE 19 – DEPARTMENT OF HEALTH AND SENIOR SERVICES

Division 100 – Division of Cannabis Regulation Chapter 1 – Marijuana

EMERGENCY RULE

19 CSR 100-1.150 Marijuana Waste Disposal

PURPOSE: Under Article XIV, Sections 1 and 2 of the **Missouri Constitution**, the Department of Health and Senior Services is authorized to regulate and control the operations of Medical and Marijuana Facilities. This rule explains how licensed and certified facilities should dispose of any excess or unusable marijuana waste, unwanted marijuana product, or any waste from the facility.

EMERGENCY STATEMENT: This emergency rule serves to implement and enforce Article XIV and to ensure the right to, availability, and safe use of marijuana product. This emergency rule is necessary to protect a compelling governmental interest since Amendment 3 to the **Missouri Constitution** made significant changes to the regulation of marijuana, and new rules will be needed to effectuate those changes. As a result, the Department of Health and Senior Services finds a compelling governmental interest, which requires emergency action. The scope of this emergency rule is limited to the circumstances creating the emergency and complies with the protections extended in the **Missouri and United States Constitutions**. The Department of Health and Senior Services believes this emergency rule is fair to all interested persons and parties under the circumstances. If an emergency is not enacted, there would be no rules explaining how the new provisions of Article XIV of the **Missouri Constitution** apply, and there would be much confusion as to the processes and procedures related to licensure and regulation of the marijuana industry. This emergency rule was filed January 20, 2023, becomes effective February 3, 2023, and expires August 1, 2023.

(1) Unused marijuana or marijuana product and any solid and liquid wastes generated during marijuana product production and processing must be stored, managed, and disposed of in accordance with applicable state, tribal, local, and municipal laws and regulations. Licensees must keep records of the final disposition of all such wastes for at least five (5) years or longer if required by federal, state, local law.

(2) Each licensee shall maintain a marijuana waste disposal log indicating the date and time, location, method of destruction, mixing medium, and agent ID(s) of the employee(s) who destroyed the product.

(3) Wastewater generated during marijuana product production and processing must be disposed of in compliance with applicable state, tribal, local, and municipal laws and regulations.

(4) Marijuana waste must be stored securely before final disposition, which can be done within the facility in areas designated for disposal activities or, if necessary, outside the facility in a locked, tamper-resistant receptacle.

(5) Wastes from the production and processing of marijuana plants must be evaluated against state hazardous waste regulations to determine if those wastes qualify as hazardous waste. It is the responsibility of each licensee to properly

evaluate their waste to determine if it is a hazardous waste per 40 CFR 262.11.

(A) All solid waste, as defined by 40 CFR 261.2, must be evaluated under the hazardous waste regulations, including:

1. Waste from marijuana flowers, trim, and solid plant material used to create an extract;

2. Waste solvents, pesticides, and other similar materials used in the cultivation, infused product manufacturing, or testing process;

3. Discarded plant waste, spent solvents, and laboratory wastes from any marijuana processing or quality assurance testing; and

4. Marijuana extract that fails to meet quality testing.

(B) Marijuana flowers, trim, and solid plant material are not in themselves considered hazardous waste unless they have been treated or contaminated with a hazardous waste constituent.

(C) If a licensee's waste qualifies as a hazardous waste, then that waste is subject to the applicable hazardous waste management standards.

(D) Marijuana product waste that does not qualify as hazardous waste per 40 CFR 262.11 including plant waste, such as, stalks, leaves, and stems, must be rendered unusable prior to leaving a facility.

1. Marijuana product waste that does not qualify as hazardous may be rendered unusable by grinding and incorporating the marijuana product waste with other nonhazardous ground materials so the resulting mixture is at least fifty percent (50%) nonmarijuana waste by volume. Material used to grind with the marijuana may be either compostable waste or noncompostable waste. Other methods to render marijuana waste unusable must be approved by the department in writing before implementation.

2. Marijuana product waste that has been rendered unusable may be delivered to a permitted solid waste facility for final disposition. Other final disposition locations must be approved in writing by the department before implementation.

AUTHORITY: Sections 1.3.(1)(b), 1.3.(2), 2.4(1)(b), and 2.4(4) of Article XIV, Mo. Const. Emergency rule filed Jan. 20, 2023, effective Feb. 3, 2023, expires Aug. 1, 2023. An emergency rule and a proposed rule covering this same material will be published in the March 1, 2023, issue of the **Missouri Register**.

PUBLIC COST: This emergency rule will not cost state agencies or political subdivisions more than five hundred dollars (\$500) in the time the emergency is effective.

PRIVATE COST: This emergency rule will not cost private entities more than five hundred dollars (\$500) in the time the emergency is effective.

EMERGENCY RULE

TITLE 19 – DEPARTMENT OF HEALTH AND SENIOR SERVICES

Division 100 – Division of Cannabis Regulation Chapter 1 – Marijuana

EMERGENCY RULE

19 CSR 100-1.160 Cultivation Facilities

PURPOSE: Under Article XIV, Sections 1 and 2 of the **Missouri Constitution**, the Department of Health and Senior Services has the authority to regulate and control Medical and Marijuana Facilities and Licensees. This rule explains what regulations apply to facilities licensed to cultivate marijuana.

EMERGENCY STATEMENT: This emergency rule serves to implement and enforce Article XIV and to ensure the right to, availability, and safe use of marijuana product. This emergency rule is necessary to protect a compelling governmental interest since Amendment 3 to the **Missouri Constitution** made significant changes to the regulation of marijuana, and new rules will be needed to effectuate those changes. As a result, the Department of Health and Senior Services finds a compelling governmental interest, which requires emergency action. The scope of this emergency rule is limited to the circumstances creating the emergency and complies with the protections extended in the **Missouri** and **United States Constitutions**. The Department of Health and Senior Services believes this emergency rule is fair to all interested persons and parties under the circumstances. If an emergency is not enacted, there would be no rules explaining how the new provisions of Article XIV of the **Missouri Constitution** apply, and there would be much confusion as to the processes and procedures related to licensure and regulation of the marijuana industry. This emergency rule was filed January 20, 2023, becomes effective February 3, 2023, and expires August 1, 2023.

(1) Facility Cultivation, Generally.

(A) A cultivation facility licensee's authority to engage in the process of cultivating marijuana includes the ability to –

1. Acquire marijuana, marijuana seeds, and clones from another cultivation facility;
 2. Acquire marijuana seeds from entities not licensed under this chapter if doing so does not violate state or federal law;
 3. Acquire marijuana product from a manufacturing facility or dispensary facility;
 4. Cultivate marijuana;
 5. Process, package, and store (on- or off-site) marijuana product;
 6. Transfer marijuana product to or from its own warehouse storage facility, another cultivation facility, manufacturing facility, or dispensary facility;
 7. Transfer marijuana product to a testing facility; and
 8. Sell marijuana product to another cultivation facility, manufacturing facility, dispensary facility, or testing facility.
- (B) A cultivation facility licensee's authority to process marijuana shall include the production and sale of prerolls, but shall not include the manufacture of marijuana-infused products.

(2) Cultivation Facility and Licensee Requirements. In addition to this chapter's requirements for licensed facilities and licensees, cultivation facilities and licensees shall also comply with the following:

(A) Cultivation licensees may cultivate marijuana in indoor, outdoor, or greenhouse facilities or in any combination of

these cultivation practices.

1. Each microbusiness wholesale facility utilizing any combination of indoor, outdoor, or greenhouse facilities will be limited to no more than two hundred fifty (250) flowering marijuana plants.

2. Each indoor medical or comprehensive facility utilizing artificial lighting will be limited to no more than thirty thousand (30,000) square feet of flowering plant canopy space.

3. Each outdoor medical or comprehensive facility utilizing natural lighting will be limited to no more than two thousand, eight hundred (2,800) flowering plants.

4. Each medical or comprehensive greenhouse facility using a combination of natural and artificial lighting will be limited to, at the election of the licensee, either no more than two thousand, eight hundred (2,800) flowering plants or no more than thirty thousand (30,000) square feet of flowering plant canopy space.

5. A medical or comprehensive facility that combines indoor, outdoor, and/or greenhouse cultivation space will be limited to a ratio of the limits described above for each applicable cultivation practice, not to exceed 100% of total allowable flowering plant or flowering plant canopy space.

6. If multiple cultivation licenses are operating in the same facility, the capacity limitations of the cultivation facility will be multiplied by the number of licenses;

(B) Cultivation licensees must mitigate odors from all odor sources by –

1. Developing, implementing, and maintaining an odor control plan, which shall address odor mitigation practices such as system design and operational processes;

2. Engaging a professional engineer or certified industrial hygienist to review the odor control plan and certify that the plan is sufficient to effectively mitigate odors from all odor sources prior to commencing operations; and

3. Maintaining compliance with local ordinances related to odor;

(C) Marijuana product shall not be transferred to a dispensary facility, unless it is a seed or clone, until the marijuana has been tested by a testing facility, according to the provisions of this chapter, and the cultivation licensee has received verification from the testing facility that the marijuana product passed all required testing.

AUTHORITY: Sections 1.3.(1)(b), 1.3.(2), 2.4(1)(b), and 2.4(4) of Article XIV, Mo. Const. Emergency rule filed Jan. 20, 2023, effective Feb. 3, 2023, expires Aug. 1, 2023. An emergency rule and a proposed rule covering this same material will be published in the March 1, 2023, issue of the **Missouri Register**.

PUBLIC COST: This emergency rule will not cost state agencies or political subdivisions more than five hundred dollars (\$500) in the time the emergency is effective.

PRIVATE COST: This emergency rule will not cost private entities more than five hundred dollars (\$500) in the time the emergency is effective.

EMERGENCY RULE

TITLE 19 – DEPARTMENT OF HEALTH AND SENIOR SERVICES

Division 100 – Division of Cannabis Regulation Chapter 1 – Marijuana

EMERGENCY RULE

19 CSR 100-1.170 Manufacturing Facilities

PURPOSE: Under Article XIV, Sections 1 and 2 of the **Missouri Constitution**, the Department of Health and Senior Services has the authority to regulate and control Medical and Marijuana Facilities. This rule explains what regulations apply to facilities that manufacture marijuana product.

EMERGENCY STATEMENT: This emergency rule serves to implement and enforce Article XIV and to ensure the right to, availability, and safe use of marijuana product. This emergency rule is necessary to protect a compelling governmental interest since Amendment 3 to the **Missouri Constitution** made significant changes to the regulation of marijuana, and new rules will be needed to effectuate those changes. As a result, the Department of Health and Senior Services finds a compelling governmental interest, which requires emergency action. The scope of this emergency rule is limited to the circumstances creating the emergency and complies with the protections extended in the **Missouri and United States Constitutions**. The Department of Health and Senior Services believes this emergency rule is fair to all interested persons and parties under the circumstances. If an emergency is not enacted, there would be no rules explaining how the new provisions of Article XIV of the **Missouri Constitution** apply, and there would be much confusion as to the processes and procedures related to licensure and regulation of the marijuana industry. This emergency rule was filed January 20, 2023, becomes effective February 3, 2023, and expires August 1, 2023.

(1) Manufacturing Facilities, Generally.

(A) A manufacturing facility licensee's authority to engage in the process of manufacturing marijuana-infused products includes the ability to –

1. Acquire marijuana from a cultivation facility;
2. Acquire marijuana product from another manufacturing facility to further process;
3. Acquire marijuana product from a dispensary facility;
4. Process and store (on- or off-site) marijuana product;
5. Manufacture and package marijuana-infused products and prerolls;
6. Transfer marijuana product to or from its own warehouse storage facility, another manufacturing facility, cultivation facility, or dispensary facility;
7. Transfer marijuana product to a testing facility; and
8. Sell marijuana product to another manufacturing facility, cultivation facility, dispensary facility, or testing facility.

(B) A manufacturing licensee's authority to manufacture marijuana-infused products shall include the creation of prerolls and infused prerolls.

(2) Manufacturing Licensee Requirements. In addition to this chapter's requirements for licensed facilities and licensees, manufacturing licensees shall also comply with the following:

(A) Manufacturing licensees must mitigate odors from all odor sources by –

1. Developing, implementing, and maintaining an odor control plan, which shall address odor mitigation practices such as system design and operational processes;

2. Engaging a professional engineer or certified industrial hygienist to review the odor control plan and certify that the plan is sufficient to effectively mitigate odors from all odor sources prior to commencing operations; and

3. Maintaining compliance with local ordinances related to odor;

(B) Marijuana-infused products shall not be transferred to a dispensary facility until the marijuana-infused product has been tested by a testing facility, according to the provisions of this chapter, and the manufacturing licensee has received verification from the testing facility that the marijuana-infused product passed all required testing;

(C) Manufacturing licensees that produce ingestible marijuana-infused products shall comply with the applicable food safety standards set forth in 19 CSR 20 and any relevant statutes controlling food safety standards. Such licensees are prohibited from producing frozen desserts or acidified foods, as defined by 19 CSR 20;

(D) Manufacturing licensees that use volatile solvents shall install air-handling systems and other controls designed to minimize the risks of explosions and fires. These controls should include systems to prevent ignition; Volatile Solvent Standard Operating Procedures; plans for safe storage, use, and disposal of solvents; and policies for continuous staff monitoring of all processes involving volatile solvents;

(E) Any tetrahydrocannabinol in a marijuana product manufactured by a manufacturing licensee shall only be derived from marijuana cultivated in Missouri by a licensed cultivator;

(F) Manufactured product may not contain chemical modification, conversion, or synthetic derivation of cannabinoids to produce intoxicating cannabinoid isomers, and all cannabinoids acquired from entities other than marijuana facilities for purpose of inclusion in marijuana product must be accompanied by a Certificate of Analysis at time of acquisition that identifies the testing lab that tested the product and lists the product's ingredients; and

(G) Manufacturing licensees shall track all ingredients used in any given manufactured product.

AUTHORITY: sections 1.3.(1)(b), 1.3.(2), 2.4(1)(b), and 2.4(4) of Article XIV, Mo. Const. Emergency rule filed Jan. 20, 2023, effective Feb. 3, 2023, expires Aug. 1, 2023. An emergency rule and a proposed rule covering this same material will be published in the March 1, 2023, issue of the **Missouri Register**.

PUBLIC COST: This emergency rule will not cost state agencies or political subdivisions more than five hundred dollars (\$500) in the time the emergency is effective.

PRIVATE COST: This emergency rule will not cost private entities more than five hundred dollars (\$500) in the time the emergency is effective.

EMERGENCY RULE

TITLE 19 – DEPARTMENT OF HEALTH AND SENIOR SERVICES

Division 100 – Division of Cannabis Regulation Chapter 1 – Marijuana

EMERGENCY RULE

19 CSR 100-1.180 Dispensary Facilities

PURPOSE: Under Article XIV, Sections 1 and 2 of the **Missouri Constitution**, the Department of Health and Senior Services has the authority to regulate and control medical and marijuana facilities and licensees. This rule explains what regulations apply to dispensary facilities and licensees.

EMERGENCY STATEMENT: This emergency rule serves to implement and enforce Article XIV and to ensure the right to, availability, and safe use of marijuana product. This emergency rule is necessary to protect a compelling governmental interest since Amendment 3 to the **Missouri Constitution** made significant changes to the regulation of marijuana, and new rules will be needed to effectuate those changes. As a result, the Department of Health and Senior Services finds a compelling governmental interest, which requires emergency action. A proposed rule covering the same material is published in this issue of the **Missouri Register**. The scope of this emergency rule is limited to the circumstances creating the emergency and complies with the protections extended in the **Missouri** and **United States Constitutions**. The Department of Health and Senior Services believes this emergency rule is fair to all interested persons and parties under the circumstances. If an emergency is not enacted, there would be no rules explaining how the new provisions of Article XIV of the **Missouri Constitution** apply, and there would be much confusion as to the processes and procedures related to licensure and regulation of the marijuana industry. This emergency rule was filed January 20, 2023, becomes effective February 3, 2023, and expires August 1, 2023.

(1) Medical and Marijuana Dispensary Facilities Generally. A dispensary facility licensee's authority to engage in the process of dispensing marijuana product includes the ability to—

(A) Acquire and transfer marijuana, marijuana seeds, clones, and prerolls from a cultivation facility;

(B) Acquire and transfer marijuana-infused products and prerolls from a manufacturing facility;

(C) Acquire and transfer marijuana product from another dispensary facility;

(D) Process marijuana product for the purpose of producing and selling prerolls, which does not include the manufacture of marijuana-infused products;

(E) Package and store (on- or off-site) marijuana product and drug paraphernalia used to administer marijuana product;

(F) Transport and sell or distribute marijuana product and drug paraphernalia to another dispensary facility, manufacturing facility, cultivation facility, testing facility, or individuals authorized to purchase marijuana product for personal or medical use, as follows:

1. A medical dispensary licensee may only sell or distribute to individuals who are qualifying patients or primary caregivers; and

2. A comprehensive or microbusiness dispensary licensee may sell or distribute to individuals who are consumers, qualifying patients, or primary caregivers; and

(G) Transfer marijuana product to or from its own offsite warehouse.

(2) Dispensary Facility and Licensee Requirements. In addition to this chapter's requirements for licensed facilities and licensees, dispensary facilities and licensees shall also comply with the following:

(A) Dispensary facility licensees must design their facility and staffing in such a way as to accomplish the following:

1. The general public may only enter the facility through one (1) public access point into an area where facility agents shall screen individuals for qualifying patient, primary caregiver, or consumer status. No marijuana product may be accessible in this area. Drive-through lanes shall not constitute an additional access point to the facility;

2. No one under the age of 21 may enter any areas beyond the facility's public access point area, unless the individual is a qualifying patient or accompanying a parent or guardian who is a qualifying patient, primary caregiver, or consumer;

3. In any limited access area where marijuana product is accessible within the facility, the facility must have at least one (1) facility agent present for every three (3) consumers, qualifying patients, or primary caregivers, combined. A facility agent serving a consumer, qualifying patient, or primary caregiver at a drive-through window or pick-up window is not available to accompany a consumer, qualifying patient, or primary caregiver in the limited access area as long as the staff person is serving the drive-through consumer, qualifying patient, or primary caregiver; and

4. Drive-through lanes and pickup windows must—

A. Utilize drawers or pneumatic tubes for dispensing marijuana product;

B. Provide for clear visibility of the consumer, qualifying patient, or primary caregiver for verification of identity. Drive-through and pick-up windows must either be constructed so that they do not open or remain closed and locked at all times; and

C. Be covered at all times by video camera monitoring and recording that meets the standards described in this chapter;

5. Dispensary facilities must have posted at each point of egress, and on, beside, or immediately above all drive-through drawers, a department-approved sign that conveys the following warning:

"It is against the law to operate a dangerous device, motor vehicle, aircraft, or motorboat while under the influence of marijuana."

(B) Prior to sale, delivery, or distribution, dispensary licensees shall verify all of the following through the statewide track and trace system:

1. Any marijuana product the facility sells, delivers, or distributes has been tested by a testing facility, according to the provisions of this chapter, and passed all required testing for the product type, including prerolls created at a dispensary facility; and

2. The marijuana product has not been placed on administrative hold, recalled, or ordered or otherwise required to be destroyed;

(C) Dispensary licensees shall not sell, deliver, or distribute to a consumer, qualifying patient, or primary caregiver more marijuana product than the lawful amounts.

1. Licensees may not sell, deliver, or distribute to a consumer more than three (3) ounces of dried, unprocessed marijuana, or its equivalent, in a single transaction and shall report to the department any instances of consumers attempting to make multiple purchases in close succession that the licensee knows, or reasonably should know, would likely result in the consumer exceeding limits on possession.

2. Licensees may not sell, deliver, or distribute to a qual-

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ifying patient or primary caregiver on behalf of a qualifying patient, any amount of dried, unprocessed marijuana, or its equivalent, that would result in the purchase of more than that qualifying patient's physician- or nurse practitioner-authorized amount;

(D) Transactions.

1. For every transaction, dispensary licensees must receive the transaction order directly from a consumer, qualifying patient, or primary caregiver in person, by phone, or via the internet.

A. If a dispensary licensee receives transactions via the internet, it must ensure that the third party entity providing services for online ordering –

(I) Utilizes security measures sufficient to protect the confidentiality and security of consumer, qualifying patient, and primary caregiver information;

(II) Does not collect or distribute consumer, qualifying patient, or primary caregiver data for use in any way other than for the online ordering process; and

(III) Seeks and obtains appropriate authority from the department for integration with the statewide track and trace system, if integration is necessary, prior to providing services.

2. At the time of sale or distribution, licensees must –

A. Verify through the statewide track and trace system that –

(I) Medical marijuana product transactions are made only by qualifying patients or primary caregivers who are currently authorized to purchase the amount of medical marijuana product requested;

(II) Consumers purchasing marijuana product do not exceed the purchase limits set forth above; and

(III) A consumer, qualifying patient, or primary caregiver purchasing plants is currently authorized to cultivate marijuana;

B. Verify that the marijuana product is not past its "best by" date;

C. Require production of a qualifying patient or primary caregiver identification card if applicable or production of a substantially equivalent identification card issued in another state, a valid government-issued photo ID, and in the case of marijuana seed or plant purchases, a cultivation identification card. In the case of delivery orders, such documentation must be produced at the time of delivery. Licensees must verify that –

(I) Patients acquiring medical marijuana product are at least eighteen (18) years of age or are emancipated individuals under the age of eighteen (18); or

(II) Patients under the age of eighteen (18) have a primary caregiver who is making the acquisition on their behalf; or

(III) All consumers are at least twenty-one (21) years of age or older;

D. For any transaction involving a qualifying patient, primary caregiver, or personal cultivation purchase, scan the department-issued identification card barcode in order to adequately track purchases in the statewide track and trace system;

E. Receive payment before the marijuana product leaves the dispensary facility, or, in the case of a delivery order, receive payment at any point in time up until and including the time of delivery.

(I) In the case of a delivery order, payment is subject to refund if the delivery cannot be completed.

(II) If not receiving pre-payment for a delivery order, a dispensary licensee may deliver to no more than two (2) individuals at the same address on the same day; and

F. Record the disbursement of marijuana product, including plants and seeds, in the statewide track and trace system, even in instances where prices are discounted or waived;

(E) Dispensary licensees that sell ingestible marijuana-infused products shall ensure the storage and handling of the manufactured product complies with the applicable food safety standards set forth in chapter 19 CSR 20 and any relevant statutes controlling food safety standards;

(F) Dispensary licensees shall only sell marijuana plants acquired from licensed cultivation facilities.

1. Dispensary licensees shall not sell marijuana plants to a consumer, qualifying patient, or primary caregiver who is not currently authorized to cultivate marijuana.

2. Only plants less than eight (8) inches tall and less than eight (8) inches wide may be sold by dispensary licensees, and dispensary licensees may not alter the plant or care for it in any way other than watering and providing light.

3. If a dispensary licensee chooses to sell plants, the transaction shall proceed as follows:

A. Dispensary licensees shall receive an order and payment from a consumer, qualifying patient, or primary caregiver prior to arranging for transfer of the plant from a cultivation facility to the dispensary facility. The dispensary licensee may not hold any particular plant for more than five (5) days;

B. The licensee will schedule a time for the licensed consumer, qualifying patient, or primary caregiver to pick up the order within the five- (5-) day time frame;

C. When the licensee accepts transfer of a plant from a cultivation facility, it must store the plant, with the consumer's, qualifying patient's, or primary caregiver's name and license number, in its vault;

D. If a consumer, qualifying patient, or primary caregiver does not pick up the order, the licensee must dispose of the plant upon expiration of the five (5) days and record the disposal and method of disposal in the statewide track and trace system; and

E. In a single transaction, no more than six (6) plants less than eight (8) inches tall may be sold to a consumer or to or on behalf of a particular patient;

(G) Refunds or credits may be issued as needed, but returns of marijuana product may only be accepted for purposes of disposal;

(H) Dispensary licensees must make available to all consumers, qualifying patients, and primary caregivers educational materials, whether digital or print, that include at least the following:

1. Local resources for concerns about addiction, including the phone number for the Substance Abuse and Mental Health Services Administration's National Helpline;

2. Information about potential risks and possible side effects of marijuana use, including:

A. Marijuana use affects brain functioning, and is likely to cause physical and mental impairment;

B. Those who consume marijuana should not operate a motor vehicle or other similar equipment;

C. Women who are or may become pregnant or are breastfeeding should avoid using marijuana as it may cause pregnancy complications, harm your baby's development, and result in a lower birth weight;

D. Secondhand smoke from marijuana can have psychoactive effects, and should be avoided for all children; and

E. The risk of poisoning and the phone number for the Missouri Poison Center;

3. Information about the different ways to administer marijuana product and the differences in the anticipated time frames for the marijuana product to take effect; and

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4. The Department's contact information and website address;

(I) Dispensary facilities may securely display samples of each marijuana product offered for sale.

1. Marijuana product used as a display sample may not be dispensed to consumers, qualifying patients, or primary caregivers.

2. A facility agent may remove the sample from the secure display to allow a consumer, qualifying patient, or primary caregiver to inspect the display sample but shall immediately return the sample to the secure display once such inspection is complete.

3. Display samples shall be destroyed in accordance with this chapter within five (5) business days of the inventory associated with the mandatory test sample tag number being finished;

(J) Dispensary licensees shall store all marijuana product in a locked vault, a similarly secure locked enclosure, or in a warehouse when the facility is closed for business;

(K) Dispensaries shall limit the amount of money available in any retail area of the facility and shall notify the public that there is a minimal amount of money available, including by posting of a sign;

(L) Dispensary licensees may offer marijuana product disposal services for consumers, qualifying patients, and primary caregivers.

1. Dispensary licensees may charge a reasonable disposal fee.

2. Any marijuana product received for disposal must be logged in the statewide track and trace system and disposed within forty-eight (48) hours of receipt at the dispensary facility; and

(M) Any product of any kind available in a dispensary that is not marijuana product must be displayed separately from marijuana product and in a manner that clearly communicates the non-marijuana product is not regulated by the department.

*AUTHORITY: sections 1.3.(1)(b), 1.3.(2), 2.4(1)(b), and 2.4(4) of Article XIV, Mo. Const. Emergency rule filed Jan. 20, 2023, effective Feb. 3, 2023, expires Aug. 1, 2023. An emergency rule and a proposed rule covering this same material will be published in the March 1, 2023, issue of the **Missouri Register**.*

PUBLIC COST: This emergency rule will not cost state agencies or political subdivisions more than five hundred dollars (\$500) in the time the emergency is effective.

PRIVATE COST: This emergency rule will not cost private entities more than five hundred dollars (\$500) in the time the emergency is effective.

EMERGENCY RULE

TITLE 19 – DEPARTMENT OF HEALTH AND SENIOR SERVICES

Division 100 – Division of Cannabis Regulation Chapter 1 – Marijuana

EMERGENCY RULE

19 CSR 100-1.190 Microbusinesses

PURPOSE: Under Article XIV, Section 2 of the **Missouri Constitution**, the Department of Health and Senior Services has the authority to regulate and control marijuana microbusiness facilities and licensees. This rule explains what regulations apply only to microbusiness facilities and licensees.

EMERGENCY STATEMENT: This emergency rule serves to implement and enforce Article XIV and to ensure the right to, availability, and safe use of marijuana product. This emergency rule is necessary to protect a compelling governmental interest since Amendment 3 to the **Missouri Constitution** made significant changes to the regulation of marijuana, and new rules will be needed to effectuate those changes. As a result, the Department of Health and Senior Services finds a compelling governmental interest, which requires emergency action. The scope of this emergency rule is limited to the circumstances creating the emergency and complies with the protections extended in the **Missouri** and **United States Constitutions**. The Department of Health and Senior Services believes this emergency rule is fair to all interested persons and parties under the circumstances. If an emergency is not enacted, there would be no rules explaining how the new provisions of Article XIV of the **Missouri Constitution** apply, and there would be much confusion as to the processes and procedures related to licensure and regulation of the marijuana industry. This emergency rule was filed January 20, 2023, becomes effective February 3, 2023, and expires August 1, 2023.

(1) Microbusiness Facilities, Generally.

(A) Entities must obtain a license to cultivate, manufacture, and dispense marijuana product in Missouri as a Marijuana Microbusiness. Application requirements are outlined in the application section of this chapter.

1. An entity may apply for, obtain, and be an owner of only one license to operate a marijuana microbusiness facility, which may be either a microbusiness dispensary facility or a microbusiness wholesale facility.

(B) Applicants for a marijuana microbusiness license shall be majority owned and operated by individuals who each meet at least one of the following qualifications:

1. Have a net worth of less than two hundred fifty thousand dollars (\$250,000) and have had an income below two hundred fifty percent (250%) of the federal poverty level, or a successor level, as set forth in the applicable calendar year's federal poverty income guidelines published by the U.S. Department of Health and Human Services or its successor agency, for at least three (3) of the ten (10) calendar years prior to applying for a marijuana microbusiness facility license;

2. Have a valid service-connected disability card issued by the United States Department of Veterans Affairs, or successor agency;

3. Be a person who has been, or a person whose parent, guardian, or spouse has been arrested for, prosecuted for, or convicted of a non-violent marijuana offense at least one (1) year prior to the effective date of this section, unless the conviction –

A. Involved provision of marijuana to a minor; or

B. Was for driving under the influence of marijuana;

4. Reside in a ZIP code or census tract area where –

A. Thirty percent (30%) or more of the population lives below the federal poverty level;

B. The rate of unemployment is fifty percent (50%) higher than the state average rate of unemployment; or

C. The historic rate of incarceration for marijuana-related offenses is fifty percent (50%) higher than the rate for the entire state; or

5. Graduated from a school district that was unaccredited, or had a similar successor designation, at the time of graduation, or has lived in a ZIP code containing an unaccredited school district, or similar successor designation, for three (3) of the past five (5) years.

(C) Once an individual owner of a licensed microbusiness facility is deemed eligible for qualifying majority ownership under this rule, subsequent change in circumstances will not affect eligibility.

(D) An owner of a marijuana microbusiness facility may not also be an owner of another licensed marijuana or medical facility, except –

1. A microbusiness licensee may apply for a medical or marijuana facility license during an application window. If the microbusiness licensee is granted one (1) or more of these licenses, the microbusiness facility shall transition licensed operations on a reasonably practical timetable established by the department, and surrender its microbusiness facility license; and

2. An owner of a microbusiness facility who wishes to become an owner in an existing marijuana or medical facility must relinquish ownership interest in the microbusiness facility license prior to or at the time of department approval of the ownership change for the existing marijuana or medical facility.

(E) Microbusiness facilities and licensees must comply with all applicable sections within this chapter.

(2) Microbusiness Dispensary Facility Licensees, Generally.

(A) A microbusiness dispensary facility is licensed to engage in the process of dispensing marijuana product for medical or adult use, in compliance with the dispensary facility rule in this chapter. A licensed microbusiness dispensary facility may choose to do all or only a subset of the activities authorized under its license.

(B) Microbusiness dispensary licensees shall only acquire marijuana product from a microbusiness wholesale licensee or another microbusiness dispensary licensee.

(3) Microbusiness Wholesale Licensees, Generally.

(A) A microbusiness wholesale facility is licensed to engage in the process of cultivating and manufacturing marijuana product for medical or adult use, in compliance with the cultivation facility and manufacturing facility rules in this chapter. A licensed microbusiness wholesale facility may choose to do all or only a subset of the activities authorized under its license.

(B) A microbusiness wholesale licensee may only transfer its products to a testing facility, transportation facility, microbusiness dispensary licensee, or to another microbusiness wholesale licensee.

AUTHORITY: Sections 1.3.(1)(b), 1.3.(2), 2.4(1)(b), and 2.4(4) of Article XIV, Mo. Const. Emergency rule filed Jan. 20, 2023, effective Feb. 3, 2023, expires Aug. 1, 2023. An emergency rule and a proposed rule covering this same material will be published in the March 1, 2023, issue of the **Missouri Register**.

PUBLIC COST: This emergency rule will not cost state agency

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political subdivisions more than five hundred dollars (\$500) in the time the emergency is effective.

PRIVATE COST: This emergency rule will not cost private entities more than five hundred dollars (\$500) in the time the emergency is effective.



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-05 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri, Title II “Public Health, Safety And Welfare”, Article 215-XI “Offenses Concerning Drugs and Alcohol”, Chapter 215 “Offenses”, by Amending Section 215.1800 “Possession Or Control Of A Controlled Substance”, by Repealing Section 215.1801 “Failure To Produce Medical Marijuana Identification” and Section 215.1804 “Medical Marijuana Cultivation”, and by Adding New Section 215.1805 “Marijuana Cultivation.”

Submitted By: Megan McCullough, City Attorney

Date: March 7, 2023

Issue Statement

To amend the City Municipal Code to coincide with the law changes implemented by Constitutional Amendment 3, passed by the voters of the State of Missouri in November 2022 and effective December 8, 2022.

Discussion and/or Analysis

Voters recently approved an amendment to Article XIV Section 2 of the Missouri Constitution, legalizing the purchase, sale, cultivation, possession and use of recreational marijuana (also known as “adult use marijuana”) (“Amendment 3”). Chapter 215 of the existing Municipal Code contains provisions pertaining to drug-related offenses, which include the prohibition against the possession of marijuana (and other related offenses). With the passage of Amendment 3, such provisions are now essentially void as unconstitutional and must be repealed and/or amended to meet the new state law, which governs.

The changes proposed include the addition of definitions relating to adult use marijuana and adult use marijuana products, as defined in Amendment 3. The changes proposed also contain the new elements of unlawful possession, identifying the circumstances under which it remains unlawful to possess/use recreational marijuana. Some examples of those changes include prohibitions of possession/use by persons under the age of 21, quantity restrictions containing maximum allowable amounts for possession, and time/place restrictions containing prohibited places where marijuana remains a banned substance (i.e., school busses, City-owned property, daycares, etc.)

Under the proposed revisions, Sections 215.1801 and 215.1804 pertaining to patient cards required for medical marijuana would be repealed, as they are moot under the new provisions of Amendment 3. Lastly, a new Section (215.1805) would be added to correspond with the provisions of Amendment 3 governing the cultivation of marijuana by authorized persons.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AMENDING THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI, TITLE II "PUBLIC HEALTH, SAFETY AND WELFARE", ARTICLE 215-XI "OFFENSES CONCERNING DRUGS AND ALCOHOL", CHAPTER 215 "OFFENSES", BY AMENDING SECTION 215.1800 "POSSESSION OR CONTROL OF A CONTROLLED SUBSTANCE", BY REPEALING SECTION 215.1801 "FAILURE TO PRODUCE MEDICAL MARIJUANA IDENTIFICATION" AND SECTION 215.1804 "MEDICAL MARIJUANA CULTIVATION", AND BY ADDING NEW SECTION 215.1805 "MARIJUANA CULTIVATION"

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

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

WHEREAS, the voters of the State of Missouri recently approved an amendment to the Missouri Constitution legalizing certain possession, consumption, distribution, production, purchase and sale of marijuana for 'adult use' (herein, "Amendment 3"), effective as of December 8, 2022; and

WHEREAS, the City has identified a need to amend the existing Municipal Code provisions on Offenses in order to ensure conformity with the provisions and purpose(s) of Amendment 3.

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

Section 1: Title II "Public Health, Safety and Welfare", Article 215-XI "Offenses Concerning Drugs and Alcohol", Chapter 215 "Offenses", is hereby amended by amending Section 215.1800 "Possession Or Control Of A Controlled Substance", by repealing Section 215.1801 "Failure to Produce Medical Marijuana Identification" and Section 215.1804 "Medical Marijuana Cultivation", and by adding new Section 215.1805 "Marijuana Cultivation" to read as follows:

215.1800 Unlawful Possession Or Control Of A Controlled Substance

A. Definitions. The following definitions shall apply to this Chapter:

1. **The terms "marijuana", "infused preroll", "preroll", "marijuana infused products" "flowering plant", and any other term not specifically defined in this section that relates to adult use (non-medical) marijuana shall each have the definition set forth in Article XIV Section 2 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) in the Code of State Regulations regarding adult use (non-medical) marijuana.**
2. **The terms medical marijuana, "medical marijuana facility", "qualifying patient", "primary caregiver", and any other term not specifically defined in this section that relates to medical marijuana shall each have the definition set forth in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and**

Senior Services (or its successor) in the Code of State Regulations regarding medical marijuana.

The term "directly" shall mean the shortest possible practicable route from the medical marijuana facility to the permitted destination or destinations, without any voluntary detours or additional stops.

~~A.~~ **B. Controlled Substance Other than Marijuana, Infused Preroll, Preroll, or Marijuana-Infused Products.** A person commits the offense of unlawful possession or control of a controlled substance other than marijuana, infused preroll, preroll, or marijuana-infused products if he or she knowingly possesses such a controlled substance or a controlled substance analog as ~~these~~ terms are defined in Chapter 195, RSMo., except to the extent such possession or control is as authorized by Chapter 579 or Chapter 195, RSMo., ~~but excluding the possession of marijuana or any synthetic cannabinoid.~~

~~B.~~ **C. Marijuana, Infused Preroll, Preroll, or Marijuana-Infused Products.** A person commits the offense of unlawful possession or control of marijuana, infused preroll, preroll, or marijuana-infused products if such person: ~~is in possession of any amount of marijuana, marijuana-infused product, or synthetic cannabinoid:~~

1. Is under twenty one (21) years of age at the time of such possession or control; or
2. Possesses or controls an amount exceeding the equivalent of three (3) ounces of dried, unprocessed marijuana; or
3. Is in such possession or control while on the grounds of a City-owned property, City-owned park or City-owned building.
4. Is in such possession or control while on the grounds of a public or private preschool, elementary school or secondary school, or institution of higher education; or
5. Is in such possession or control while in a school bus; or
6. Is in such possession or control while on the grounds of a correctional facility.

c. _____, except:

1. _____ A qualified patient in possession of a valid qualified patient identification card, in an amount no larger than allowed by the Missouri Department of Health and Senior Services (or its successor) for the patient's own personal use, as long as the marijuana was cultivated in the State of Missouri, and is completely contained in the original labeled package for sale or in the case of personal cultivation as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) a sealed container,

2. _____ A caregiver of a qualified patient, or patients, in possession of a valid qualified caregiver card in an amount no larger than allowed by the Missouri Department of Health and Senior Services (or its successor) for the qualified patient or patient's own personal use, as long as the marijuana was cultivated in the State of Missouri, and is completely contained in the original labeled package for sale or in the case of personal cultivation as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) a sealed container, but only when transporting

~~the medical marijuana directly to a qualified patient or when accompanying a qualified patient or patients, or~~

~~3. An owner or an employee of a medical marijuana facility within the enclosed building licensed as such by the City and the Missouri Department of Health and Senior Services (or its successor), or when delivering directly to a qualified patient's or caregiver's residence, if allowed by law, with a valid qualified patient identification card or a valid qualified caregiver card or another medical marijuana facility, as long as the marijuana was cultivated in the State of Missouri.~~

- D. In any complaint, information, or indictment, and in any action or proceeding brought for the enforcement of any provision of this Section, it shall not be necessary to include any exception, excuse, provision, or exemption contained in this Section, Chapter 579 RSMo., or Chapter 195, RSMo., and the burden of proof of any such exception, excuse, provision or exemption shall be upon the defendant.

~~215.1801 Failure To Produce Medical Marijuana Identification~~

~~Any person who in possession of medical marijuana or drug paraphernalia commonly used to consume medical marijuana shall, immediately upon the request of any Law Enforcement Officer, produce a valid permit issued by the Missouri Department of Health and Senior Services (or its successor) for such possession including, but not limited to, a qualified patient identification card, a qualified caregiver card, or a qualified patient cultivation. Any person who fails to produce such a permit upon request shall be guilty of the offense of failure to produce a medical marijuana permit. Conviction of this offense shall be punishable by a fine not to exceed fifty dollars (\$50.00).~~

~~215.1804 Medical Marijuana Cultivation~~

- A. ~~It shall be unlawful for any person to cultivate marijuana without a valid qualified patient cultivation card as issued by the Missouri Department of Health and Senior Services (or its successor).~~
- B. ~~It shall be unlawful for a person with a valid qualified patient cultivation card as issued by the Missouri Department of Health and Senior Services (or its successor) to:~~
- ~~1. Cultivate marijuana in an area not enclosed, locked, and equipped with security devices as prescribed by law or the Missouri Department of Health and Senior Services (or its successor).~~
 - ~~2. Cultivate marijuana in an amount greater than allowed by law or the Missouri Department of Health and Senior Services (or its successor).~~
 - ~~3. Cultivate without a State cultivation authorization clearly displayed within the enclosed cultivation area.~~
 - ~~4. Have the cultivation area fail to comply with adopted Building, Fire, and other Municipal Codes and/or fail to be properly ventilated so as not to create excessive heat, humidity, mold, hazardous atmosphere, or other related conditions.~~
 - ~~5. Fail to maintain the primary use of residential property where marijuana is cultivated in the home cultivation registration as a residence at all times, with legal and functioning cooking, eating, sleeping, and toilet facilities with proper ingress and egress. No room shall be used for cultivating marijuana where that activity will impair or prevent the primary uses of cooking, eating, sleeping, or toileting.~~

- ~~6. Extract resins from marijuana using dangerous materials or combustible gases without a valid medical marijuana-infused products manufacturing facility license issued by the Missouri Department of Health and Senior Services (or its successor).~~
- ~~7. Use lighting in the cultivation area that exceeds one thousand (1,000) watts per light. Use compressed gas products, including but not limited to carbon dioxide and butane, solvents, or ozone generators in the cultivation area.~~
- ~~8. To cultivate medical marijuana in such a manner that constitutes a public nuisance. A public nuisance may be deemed to exist if cultivating marijuana produces light, glare, heat, noise, odor, or vibration that is detrimental to public health, safety, or welfare, or interferes with the reasonable enjoyment of life and property.~~

215.1805 Marijuana Cultivation.

- A. It shall be unlawful for any person under twenty-one (21) years of age to cultivate marijuana.
- B. It shall be unlawful for any person at least twenty-one (21) years of age or older to cultivate marijuana if:
 1. Such person does not have a valid registration card for cultivation issued by the Missouri Department of Health and Senior Services (or its successor); or
 2. Such marijuana is visible by normal, unaided vision from a public place; or
 3. Such marijuana is not kept at one (1) private residence in a locked space; or
 4. Such marijuana exceeds the maximum allowable amounts set forth in Article XIV Section 2 of the Missouri Constitution for flowering marijuana plants, non-flowering marijuana plants (over fourteen inches tall), and clones (under fourteen inches tall).

EXPLANATION(S) - Matter in **bold underlined** text in the above is added language. Matter in ~~strikethrough~~ text 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:** All ordinances and parts of ordinances in conflict herewith are hereby repealed.
- Section 4:** The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 5:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 6:** 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 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:

AGENDA ITEM ANALYSIS

Project/Issue Name: 23-06 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri by Amending Title V “Building And Construction”, Chapter 520 “Fences And Walls”, Section 520.020 “Applicability”, Section 520.030 “Definitions”, and Section 520.040 “Fences And Walls.”

Submitted By: Patrick Ruiz, BUILDS Department

Date: March 7, 2023

Issue Statement

Consideration to approve Amendments to Chapter 520 Fences and Walls.

Discussion and/or Analysis

The City of Republic is requesting Amendments to Chapter 520 Fences and Walls – specifically to Sections 520.020 Applicability, 520.030 Definitions, and 520.040 Fences and Walls. In general, all amendments revise the current ordinance to ensure clarity and concision.

The amendments in section 520.020 Applicability addressed the following purposes:

- Prior to constructing a fence, it is the responsibility of the property owner to ensure that the fence will be built within the bounds of the property boundaries and that a building permit is obtained. An agent or contractor is allowed to apply for fence a permit, but the responsibility of ensuring such permit is obtained lies with the property owner. If an agent or contractor applies for a fence permit, the property owner must provide authorization.
- The amendment exempts Agricultural (AG) Districts that are 1.5 acres or larger and not located within a platted Subdivision to obtain a fence permit, instead of exempting all Agriculturally Zoned Districts.
- Any fence being repaired or replaced with the same type and size of material is still exempt from the permitting process—so long as the work being done does not disturb the ground by replacing posts. The amendment also allows city staff to review any fences being repaired or replaced located in an easement or floodway.

The amendments of 520.030 Definitions served the purpose of adding terms to enhance current and amended code:

- *Open Voids* – The space between the screening of fence that allows for visibility from adjacent properties and public way. When calculating open voids, posts should be included in the

screening if they are wider than (4) feet and spaced less than (8) feet apart. Cross bars should also be included if they are wider than (4) feet.

- *Retaining Wall* – A wall that is not laterally supported at the top, and is intended to hold dirt, soil, or any other similar materials of backfill.
- *Sight-Obscuring Fence* – Any fence with screening that exceeds more than 50 percent of the total structure and obstructs visibility from adjacent lots and public way.

The amendments in section 520.040 Fences and Walls addressed the following purposes:

- Group verbiage of code in relation to each other to provide more cohesiveness and precise regulations. In example, code that is related to Gates or Sight Visibility Triangles have been grouped together.
- Provide corrections for grammatical errors and streamlining previous terminology used for past Department names and titles.
- Provide greater clarification on prohibited materials for fences and adding a prohibition on wire materials that are intended for the purpose of Agricultural uses.
- Restructuring the regulations for fences and walls located in a front yard to ensure that such structures do not impede visibility or safe traversal from adjacent public way and access to adjacent properties.
- Restructuring the regulations for gates to restrict gates that are 10 feet or wider from being installed on fences that are not easily accessible to driveways. This will protect the integrity of city infrastructure such as, but not limited, curb and gutter, sidewalks, manholes and water meters. Limiting the location of such gates will reduce the number of vehicles driving over such infrastructure.
- Adding regulations to walls that are constructed for the purpose of retaining dirt, soil, or other materials at a height greater than 4 feet.
- Streamlining measurements to one unit in the Height Regulations and allowing city staff to use discretion with such regulations for unique circumstances.
- Adding more detailed regulations for fences erected within a sight visibility triangle – to provide more flexibility of constructing a fence, to determine what type of fence can be constructed, and to provide the dimensions of said sight visibility triangle.

Recommended Action

Staff recommends the approval of the referenced Amendments.

AN ORDINANCE OF THE CITY COUNCIL AMENDING THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI BY AMENDING TITLE V "BUILDING AND CONSTRUCTION", CHAPTER 520 "FENCES AND WALLS", SECTION 520.020 "APPLICABILITY", SECTION 520.030 "DEFINITIONS", AND SECTION 520.040 "FENCES AND WALLS"

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

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

WHEREAS, the City has identified a need to amend the existing City Municipal Code to ensure conformity with changes in law relating to fences and walls.

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

Section 1: Title V "Building and Construction", Chapter 520 "Fences and Walls", is hereby amended by amending Section 520.020 "APPLICABILITY", Section 520.030 "Definitions", and 520.040 "Fences and Walls" to read as follows:

520.20 Applicability

- A. Jurisdiction. This Chapter shall apply to all real property within the corporate limits of the City of Republic, Missouri.
- B. Required. Any property owner or authorized agent who intends to construct, install, substantially alter, or replace a fence or wall, or to cause any such work to be done, **shall acknowledge the following:** ~~first make application to the City's building official and obtain the required permit.~~
 - 1. Prior to any fence or wall being constructed, substantially altered, or replaced a permit shall be obtained.**
 - 2. It is the responsibility of the property owner to obtain such permit.**
 - 3. Any agent who intends to obtain a permit must have authorization by the property owner.**
 - 4. It is the responsibility of the property owner to ensure that the fence is constructed no further than the lot lines of the subject lot or parcel of land.**
- C. Prohibited. No individual or entity performing any of the actions listed in Subsection (B) on behalf of the owner or authorized agent of property shall do so without first verifying with the owner or authorized agent that the required permit has been issued and is available for inspection by the City's building official during the duration of the work being performed. The individual or entity performing the work shall maintain a copy of the permit at the worksite for inspection purposes and shall be responsible for performing the work in compliance with the requirements of this Chapter and any other applicable provisions of the City Code.

D. Exemptions. If the fence meets one of the following conditions than it shall be exempt from the permitting process.

1. ~~All real property that is zoned as Agricultural (AG) or used as a public utility facility or other public use shall be exempt from the provisions of this Chapter.~~

1. Property zoned as Agricultural (AG), that is 1.5 or more acres, and not located within a platted subdivision.

2. Property used as a public utility facility or other public use shall be exempt from the provisions of this Chapter.

3. Any fence being repaired or replaced with the same type and size of material and not disturbing the ground may be exempt. shall be exempt as long as the existing fence is not non-conforming. Such fences will be subject to review to ensure they are not non-conforming and do not encroach on easements or areas of special flood hazard.

E. Violation. Any Violation of this Section shall be punished pursuant to section **520.060**.

520.030 Definitions

For the purposes of interpreting the regulations found here, the certain words and terms shall have the following meanings:

AREA OF SPECIAL FLOOD HAZARD The land in a floodplain within a community subject to a one-percent or greater chance of flooding in any given year, as delineated in the Flood Insurance Rate Map.

BUILDING Any structure having a roof supported by columns or walls for the shelter or enclosure of persons or property.

BUILDING LINE The line established by laws, beyond which a building shall not extend, except as specifically provided by law.

BUILDING OFFICIAL The officer or other designated authority charged with the administration and enforcement of this Chapter or a duly authorized representative.

EASEMENT That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property.

- A. **ACCESS EASEMENT** — That portion of land or property reserved for present or future use by a person or agency to access utility or drainage easements or adjacent properties. The easement shall be permitted to be for use on the lot or lots.
- B. **DRAINAGE EASEMENT** — That portion of land or property reserved for present or future stormwater run-off. The easement shall be permitted to be for use under or on the lot or lots.
- C. **UTILITY EASEMENT** — That portion of land or property reserved for present or future utility, such as electric, gas, water, etc. The easement shall be permitted to be for use under, on or above a lot or lots.

ELECTRIC Any material comprising a fence or wall that carries an electric current intended to generate an electric shock upon contact, excluding fences comprised of individual wires specifically designed for conditioning domesticated animals owned as pets and nuisance-rodents to recognize certain boundaries.

FENCE An enclosure, wall or partition constructed of approved materials, which encloses or divides a lot, parcel or tract of land.

FENCE HEIGHT Any fence or wall measured from the finished grade to the top of said fence or wall.

FLOOD INSURANCE RATE MAP An official map of a community, on which the Administrator has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

FLOODPLAIN Any land area susceptible to being inundated by water from any source.

FLOODPLAIN ADMINISTRATOR The officer or other designated authority charged with the administration and implementation of flood damage prevention, pursuant to Chapter **420** of the Republic City Code.

LOT A parcel of land occupied or intended for occupancy by a use permitted in this Chapter, including one (1) main building together with its accessory buildings, the open spaces and parking spaces required by the ordinance and having its principal frontage upon a street or upon an officially approved place.

LOT LINE A line dividing one lot from another, or from a street or any public way.

OPEN VOIDS The space between the screening of fence that allows for visibility from adjacent properties and public way. When calculating open voids, posts should be included in the screening if they are wider than (4) feet and spaced less than (8) feet apart. Cross bars should also be included if they are wider than (4) feet.

OWNER Any person, agent, firm or corporation having a legal or equitable interest in the property.

PERMIT An official document or certificate issued by the authority having jurisdiction that authorizes performance of a specified activity.

PERSON An individual, heirs, executors, administrators or assigns, and also includes a firm, partnership or corporation, its or their successors or assigns, or the agent of any of the aforesaid.

PUBLIC WAY Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

REPAIR The substantial reconstruction or renewal of an existing fence or wall for the purpose of maintenance.

RETAINING WALL: A wall that that is not laterally supported at the top, and is intended to hold dirt, soil, or any other similar materials of backfill.

SIGHT-OBSCURING FENCE: Any fence with screening that exceeds more than 50 percent of the total structure and obstructs visibility from adjacent lots and public way.

STRUCTURE Anything constructed or erected, the use of which requires more or less ground.

WALL See "fence."

WALL HEIGHT See "fence height."

WORKMANLIKE Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

YARD An open space, other than a court, unobstructed from the ground to the sky, on the same lot, which a building is situated.

- A. **FRONT** — The open space on the same lot with a residential or commercial building, between the front wall of the building and the line of that wall extended to the side property lines of the lot and the front property line of the lot nearest the street on which the building fronts.
- B. **REAR** — The open space on the same lot with a residential or commercial building, between the rear wall of the building and the line of that wall extended to the side property lines of the lot, and the rear property line.
- C. **SIDE (CORNER LOT ADJACENT TO STREET)** — The open space on the same lot with a residential or commercial building, between the sidewall of the building and the side property line of the lot nearest the adjacent public street and extending from the front yard to the rear yard.
- D. **SIDE (CORNER LOT)** — The open space on the same lot with a residential or commercial building, between the sidewall of the building and the side property line and extending from the front yard to the rear yard.
- E. **SIDE (REGULAR LOT)** — The open space on the same lot with a residential or commercial building, between the sidewall of the building and the side property line and extending from the front yard to the rear yard.
- F. **FRONT HALF OF SIDE** — The open space on the same lot with a residential or commercial building, between the sidewall of the building and the side property line and extending from the midpoint of the sidewall to the front yard.
- G. **REAR HALF OF SIDE** — The open space on the same lot with a residential or commercial building, between the sidewall of the building and the side property line and extending from the midpoint of the sidewall to the rear yard.

520.040 Fences and Walls

- A. Fences and walls constructed within the City limits shall comply with the provisions of this Section and be constructed in workmanlike fashion.
- B. Materials.

1. General. All materials, including fasteners, supports, ornamental decorations, etc., used in construction of fences and walls as defined herein, shall be resistant to the elements.
 2. Prohibited. The following materials shall be prohibited in the construction or use with fences and walls as defined herein:
 - a. Chain link (~~front yard only~~ **Only prohibited in front yards**);
 - b. ~~Metals, other than wrought iron or its synthetic substitutes;~~ **Non-galvanized Metals**;
 - c. Razor wire (concertina wire);
 - d. Barb wire;
 - e. **Chicken wire or any other similar material that is intended for agricultural purposes**;
 - ~~e.~~ **f.** Electric;
 - ~~f.~~ **g.** Cinder block; and
 - ~~g.~~ **h.** Tires, pallets or other material not specifically designed to be used as a fence.
 3. Exceptions.
 - a. Security fences located in commercial or manufacturing zoning districts may be comprised of chain link and barbed or razor wire and may be located in the front, side, and rear yards of the property, subject to approval by **Administrator of the BUILDS Department or their designee** ~~Community Development Department staff~~. All barbed or razor wire shall be placed no less than seven (7) feet above the finished grade.
- C. Construction Requirements.
1. Fences and walls can be installed up to the property line; but all posts, bases and other structural parts shall be located completely within the boundaries of the lot on which it is located.
 2. All fences and walls erected adjacent to a public street shall have the finished side of the fences facing toward the street.
 3. In residential zoning districts, fences and walls located in the front yard shall be constructed **in a manner that provides visibility and allows for safe traversal of public way and access to adjacent properties** ~~so as to have a four inch, maximum open spaced, picketed type pattern. To provide visibility, fences shall not be sight-obscuring. A non-sight-obscuring fence shall have an allotted amount of open voids at 50% or greater. The following calculations will determine the percentage of open voids:~~
 - a. **Length of Fence X Height of Fence = Total Square Footage.**
 - b. **Square Footage of Sight-obscuring Material = Screening Square Footage.**

c. Total Square Footage – Screening Square Footage = Square Footage of Open Voids.

d. Square Footage of Open Voids / Total Square Footage X 100 = Percentage of Open Voids.

4. The owner and/or occupant of the property shall maintain his or her fence or wall in good condition at all times. Fences or walls found to be in a deteriorated condition and/or in need of repair shall be subject to the provisions of Chapter **425** of the Republic City Code.
5. Fences or walls shall not be installed in or through a stormwater detention basin, retention pond, drainage easement or area of special flood hazard, unless such fences or walls are formally authorized by the City's Floodplain Administrator through the issuance of a permit.
6. Fences or walls installed in or through a utility easement shall be installed at the property owner's risk, and the property owner shall be responsible for the cost of repair to the fence or wall removed or damaged by a utility company or the City exercising its rights under the terms of the easement.
- ~~7. Fences or walls erected at the intersection of streets or driveways shall not be located within a reserved sight triangle, as indicated by Section 405.910 of the Republic City Code.~~
- ~~8. Exceptions to height requirements in the side yard may be granted by City staff responsible for plan review where irregular sidewalls or other unusual circumstances exist.~~
- ~~9-~~**7.** Any application for the construction of a fence or **(non-retaining)** wall that is proposed to exceed seven (7) nominal feet in height, ~~in residential zoning districts,~~ shall be constructed in accordance with the design criteria listed below; or by an alternate design prepared by a design professional registered in the State of Missouri; or by a design deemed acceptable by the Building Official.
 - a. Fence posts shall be a minimum of six-inch-by-six-inch nominal wood; and
 - b. Minimum fence post pier shall be twelve (12) inches in diameter with a minimum depth of thirty-six (36) inches into undisturbed soil; and
 - c. The post shall be set into the post pier a minimum of thirty (30) inches; and
 - d. Fence posts shall be a maximum of six (6) feet on center; and
 - e. Fence rails shall be a minimum of three (3) each two-inch-by-four-inch nominal wood; and
 - f. Maximum fence height shall be eight (8) feet.
- ~~10-~~**8.** All fence or wall construction with electric materials that carry an electric current intended to generate an electric shock upon contact shall install warning signage on the fence. There shall be at least one (1) clearly visible warning sign located on the exterior of each side of the fence and every twenty-

five (25) feet of the entire length of the portion of the fence comprised of electric materials as described above. Each warning sign shall clearly and legibly indicate that an electric fence is in use and have an area no less than twenty-five (25) square inches on either side.

- ~~11-~~ **9.** All fences or walls constructed with electric materials that carry an electric current intended to generate an electric shock upon contact shall be located completely within the boundaries of a separate fence or wall composed of non-electric materials and be installed at a height no higher than the height of the separate fence or wall which encloses it.
- ~~12-~~ **10.** In no case shall a fence encroach into a public space or into a sidewalk. All fences shall remain a minimum of twelve (12) inches from the closest sidewalk edge.
- ~~13-~~ **11.** In no case shall a fence enclose or restrict access to a water meter.
- ~~14-~~ **12.** ~~In cases where fences are not erected on property lines due to easement or other restrictions, a pedestrian gate shall be installed within the fence that allows access to the unenclosed space for maintenance activities.~~

D. Gates

- 1. In cases where fences are not erected on property lines due to easement or other restrictions, a pedestrian gate shall be installed within the fence that allows access to the unenclosed space for maintenance activities.**
- 2. Gates that are 10 feet in width or wider installed on a fence shall be easily accessible to a driveway. The access path shall not obstruct, encroach upon, or damage any curb or gutter, drainage easements, or any other utilities located in the public right-of-way.**

E. Retaining Walls

- 1. Any application for the construction of a retaining wall proposed to support backfill of a height greater than four (4) nominal feet shall be prepared by a design professional registered in the State of Missouri.**

D. Fence And Wall Height Requirements.

F. Maximum Allowable Fence and Wall Height

Maximum Allowable Fence/Wall Height		
Fence Location	All Residential Zoned Districts (R1-L, R1-M, R1-MH, R1-H, R1-Z, R-2, R-3)	All Commercial Zoned Districts (C-0, C-1, C-2, M-1, M-2)
Front yard and front half of side yard	48 inches	12 feet
Rear yard and rear half of side yard	8 feet	12 feet

- 1. Fences constructed in the front yard and the front half of the side yard of a residential zoned district shall have a maximum fence/wall height of four (4)**

nominal feet or as determined by the Administrator of the BUILDS Department or their designee.

2. Fences constructed in the rear yard and the rear half of the side yard of a residential zoned district shall have a maximum fence/wall height of eight (8) nominal feet or as determined by the Administrator of the BUILDS Department or their designee.
3. Fences constructed in a C-0, C-1, C-2, M-1, and M-2 district shall have a maximum fence/wall height of twelve (12) nominal feet.

G. Fences Erected Within a Sight Visibility Triangle

1. Sight-obscuring fences or walls erected at the intersection of streets or driveways shall not be located within a reserved sight triangle, as indicated by the table below.
2. The following fences are deemed non-sight-obscuring and allowable within the sight visibility triangle:
 - a. Fences that do not exceed 50 percent screening.
 - b. Fences that do not exceed (4) nominal feet in height.

SIGHT TRIANGLE REQUIREMENTS

	<u>Driveway/Sidewalk</u>	<u>Local</u>	<u>Collector</u>	<u>Arterial</u>
<u>Driveway/Sidewalk</u>	<u>10' x 10'</u>	<u>10' x 10'</u>	<u>10' x 10'</u>	<u>30' x 30'</u>
<u>Local</u>	<u>10' x 10'</u>	<u>10' x 10'</u>	<u>10' x 10'</u>	<u>30' x 30'</u>
<u>Collector</u>	<u>10' x 10'</u>	<u>10' x 10'</u>	<u>10' x 10'</u>	<u>30' x 30'</u>
<u>Arterial</u>	<u>30' x 30'</u>	<u>30' x 30'</u>	<u>30' x 30'</u>	<u>60' x 60'</u>

EXPLANATION(S) - Matter in **bold underlined** text in the above is added language. Matter in ~~strikethrough~~ text 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:** All ordinances and parts of ordinances in conflict herewith are hereby repealed.
- Section 4:** The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 5:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 6:** 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 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

520.010 General Provisions

- A. Scope. The provisions of this Chapter shall apply to the construction, installation, reinstallation, alteration, replacement, repair, location and maintenance of fences and walls.
- B. Intent. The purpose of this Chapter is to provide minimum requirements to safeguard life, health, property and public welfare, by regulating and controlling the construction and location of fences and walls to provide an aesthetically compatible and pleasing urban environment and edify the City of Republic's position as a livable and desirable community.

520.020 Applicability

- A. Jurisdiction. This Chapter shall apply to all real property within the corporate limits of the City of Republic, Missouri.
- B. Required. Any **property** owner or authorized agent who intends to construct, install, substantially alter, or replace a fence or wall, or to cause any such work to be done, **shall acknowledge the following: first make application to the City's building official and obtain the required permit.**
 - 1. **Prior to any fence or wall being constructed, substantially altered, or replaced a permit shall be obtained.**
 - 2. **It is the responsibility of the property owner to obtain such permit.**
 - 3. **Any agent who intends to obtain a permit must have authorization by the property owner.**
 - 4. **It is the responsibility of the property owner to ensure that the fence is constructed no further than the lot lines of the subject lot or parcel of land.**
- C. Prohibited. No individual or entity performing any of the actions listed in Subsection (B) on behalf of the owner or authorized agent of property shall do so without first verifying with the owner or authorized agent that the required permit has been issued and is available for inspection by the City's building official during the duration of the work being performed. The individual or entity performing the work shall maintain a copy of the permit at the worksite for inspection purposes and shall be responsible for performing the work in compliance with the requirements of this Chapter and any other applicable provisions of the City Code.
- D. Exemptions. **If the fence meets one of the following conditions than it shall be exempt from the permitting process.**
 - ~~1. All real property that is zoned as Agricultural (AG) or used as a public utility facility or other public use shall be exempt from the provisions of this Chapter.~~
 - 1. **Property zoned as Agricultural (AG), that is 1.5 or more acres, and not located within a platted subdivision.**
 - 2. **Property used as a public utility facility or other public use shall be exempt from the provisions of this Chapter.**
 - 3. Any fence being repaired or replaced with the same type and size of material **and not disturbing the ground may be exempt.** ~~shall be exempt as long as the existing fence is not non-conforming. Such fences will be subject to review to ensure they are not non-conforming and do not encroach on easements or areas of special flood hazard.~~
- E. Violation. Any Violation of this Section shall be punished pursuant to section 520.060.

[Ord. No. 08-91 §1, 1-12-2009; Ord. No. 15-26 § 1, 9-28-2015; Ord. No. 17-13 § 1, 4-4-2017]

520.030 Definitions

For the purposes of interpreting the regulations found here, the certain words and terms shall have the following meanings:

AREA OF SPECIAL FLOOD HAZARD The land in a floodplain within a community subject to a one-percent or greater chance of flooding in any given year, as delineated in the Flood Insurance Rate Map.

BUILDING Any structure having a roof supported by columns or walls for the shelter or enclosure of persons or property.

BUILDING LINE The line established by laws, beyond which a building shall not extend, except as specifically provided by law.

BUILDING OFFICIAL The officer or other designated authority charged with the administration and enforcement of this Chapter or a duly authorized representative.

EASEMENT That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property.

- A. **ACCESS EASEMENT** — That portion of land or property reserved for present or future use by a person or agency to access utility or drainage easements or adjacent properties. The easement shall be permitted to be for use on the lot or lots.
- B. **DRAINAGE EASEMENT** — That portion of land or property reserved for present or future stormwater run-off. The easement shall be permitted to be for use under or on the lot or lots.
- C. **UTILITY EASEMENT** — That portion of land or property reserved for present or future utility, such as electric, gas, water, etc. The easement shall be permitted to be for use under, on or above a lot or lots.

ELECTRIC Any material comprising a fence or wall that carries an electric current intended to generate an electric shock upon contact, excluding fences comprised of individual wires specifically designed for conditioning domesticated animals owned as pets and nuisance-rodents to recognize certain boundaries.

FENCE An enclosure, wall or partition constructed of approved materials, which encloses or divides a lot, parcel or tract of land.

FENCE HEIGHT Any fence or wall measured from the finished grade to the top of said fence or wall.

FLOOD INSURANCE RATE MAP An official map of a community, on which the Administrator has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

FLOODPLAIN Any land area susceptible to being inundated by water from any source.

FLOODPLAIN ADMINISTRATOR The officer or other designated authority charged with the administration and implementation of flood damage prevention, pursuant to Chapter **420** of the Republic City Code.

LOT A parcel of land occupied or intended for occupancy by a use permitted in this Chapter, including one (1) main building together with its accessory buildings, the open spaces and parking spaces required by the ordinance and having its principal frontage upon a street or upon an officially approved place.

LOT LINE A line dividing one lot from another, or from a street or any public way.

OPEN VOIDS The space between the screening of fence that allows for visibility from adjacent properties and public way. When calculating open voids, posts should be included in the screening if they are wider than (4) feet and spaced less than (8) feet apart. Cross bars should also be included if they are wider than (4) feet.

OWNER Any person, agent, firm or corporation having a legal or equitable interest in the property.

PERMIT An official document or certificate issued by the authority having jurisdiction that authorizes performance of a specified activity.

PERSON An individual, heirs, executors, administrators or assigns, and also includes a firm, partnership or corporation, its or their successors or assigns, or the agent of any of the aforesaid.

PUBLIC WAY Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

REPAIR The substantial reconstruction or renewal of an existing fence or wall for the purpose of maintenance.

RETAINING WALL: A wall that that is not laterally supported at the top, and is intended to hold dirt, soil, or any other similar materials of backfill.

SIGHT-OBSCURING FENCE: Any fence with screening that exceeds more than 50 percent of the total structure and obstructs visibility from adjacent lots and public way.

STRUCTURE Anything constructed or erected, the use of which requires more or less ground.

WALL See "fence."

WALL HEIGHT See "fence height."

WORKMANLIKE Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

YARD An open space, other than a court, unobstructed from the ground to the sky, on the same lot, which a building is situated.

- A. **FRONT** — The open space on the same lot with a residential or commercial building, between the front wall of the building and the line of that wall extended to the side property lines of the lot and the front property line of the lot nearest the street on which the building fronts.
- B. **REAR** — The open space on the same lot with a residential or commercial building, between the rear wall of the building and the line of that wall extended to the side property lines of the lot, and the rear property line.
- C. **SIDE (CORNER LOT ADJACENT TO STREET)** — The open space on the same lot with a residential or commercial building, between the sidewall of the building and the side property line of the lot nearest the adjacent public street and extending from the front yard to the rear yard.
- D. **SIDE (CORNER LOT)** — The open space on the same lot with a residential or commercial building, between the sidewall of the building and the side property line and extending from the front yard to the rear yard.
- E. **SIDE (REGULAR LOT)** — The open space on the same lot with a residential or commercial building, between the sidewall of the building and the side property line and extending from the front yard to the rear yard.
- F. **FRONT HALF OF SIDE** — The open space on the same lot with a residential or commercial building, between the sidewall of the building and the side property line and extending from the midpoint of the sidewall to the front yard.

- G. **REAR HALF OF SIDE** — The open space on the same lot with a residential or commercial building, between the sidewall of the building and the side property line and extending from the midpoint of the sidewall to the rear yard.

[Ord. No. 08-91 §1, 1-12-2009; Ord. No. 17-13 § 1, 4-4-2017]

520.040 Fences and Walls

- A. Fences and walls constructed within the City limits shall comply with the provisions of this Section and be constructed in workmanlike fashion.
- B. Materials.
1. General. All materials, including fasteners, supports, ornamental decorations, etc., used in construction of fences and walls as defined herein, shall be resistant to the elements.
 2. Prohibited. The following materials shall be prohibited in the construction or use with fences and walls as defined herein:
 - a. Chain link (~~front yard only~~ **Only prohibited in front yards**);
 - b. ~~Metals, other than wrought iron or its synthetic substitutes; Non-galvanized Metals;~~
 - c. Razor wire (concertina wire);
 - d. Barb wire;
 - e. **Chicken wire or any other similar material that is intended for agricultural purposes;**
 - f. Electric;
 - g. Cinder block; and
 - h. Tires, pallets or other material not specifically designed to be used as a fence.
 3. Exceptions.
 - a. Security fences located in commercial or manufacturing zoning districts may be comprised of chain link and barbed or razor wire and may be located in the front, side, and rear yards of the property, subject to approval by **Administrator of the BUILDS Department or their designee** ~~Community Development Department staff~~. All barbed or razor wire shall be placed no less than seven (7) feet above the finished grade.
- C. Construction Requirements.
1. Fences and walls can be installed up to the property line; but all posts, bases and other structural parts shall be located completely within the boundaries of the lot on which it is located.
 2. All fences and walls erected adjacent to a public street shall have the finished side of the fences facing toward the street.
 3. In residential zoning districts, fences and walls located in the front yard shall be constructed **in a manner that provides visibility and allows for safe traversal of public way and access to adjacent properties, so as to have a four-inch, maximum open spaced, picketed type pattern. To provide visibility, fences shall not be sight-obscuring. A non-sight-obscuring fence shall have an allotted amount of open voids**

at 50% or greater. The following calculations will determine the percentage of open voids:

- a. Length of Fence X Height of Fence = Total Square Footage.
 - b. Square Footage of Sight-obscuring Material = Screening Square Footage.
 - c. Total Square Footage – Screening Square Footage = Square Footage of Open Voids.
 - d. Square Footage of Open Voids / Total Square Footage X 100 = Percentage of Open Voids.
4. The owner and/or occupant of the property shall maintain his or her fence or wall in good condition at all times. Fences or walls found to be in a deteriorated condition and/or in need of repair shall be subject to the provisions of Chapter 425 of the Republic City Code.
 5. Fences or walls shall not be installed in or through a stormwater detention basin, retention pond, drainage easement or area of special flood hazard, unless such fences or walls are formally authorized by the City's Floodplain Administrator through the issuance of a permit.
 6. Fences or walls installed in or through a utility easement shall be installed at the property owner's risk, and the property owner shall be responsible for the cost of repair to the fence or wall removed or damaged by a utility company or the City exercising its rights under the terms of the easement.
 - ~~7. Fences or walls erected at the intersection of streets or driveways shall not be located within a reserved sight triangle, as indicated by Section 405.910 of the Republic City Code.~~
 - ~~8. Exceptions to height requirements in the side yard may be granted by City staff responsible for plan review where irregular sidewalls or other unusual circumstances exist.~~
 7. Any application for the construction of a fence or **(non-retaining)** wall that is proposed to exceed seven (7) nominal feet in height, ~~in residential zoning districts~~, shall be constructed in accordance with the design criteria listed below; or by an alternate design prepared by a design professional registered in the State of Missouri; or by a design deemed acceptable by the Building Official.
 - a. Fence posts shall be a minimum of six-inch-by-six-inch nominal wood; and
 - b. Minimum fence post pier shall be twelve (12) inches in diameter with a minimum depth of thirty-six (36) inches into undisturbed soil; and
 - c. The post shall be set into the post pier a minimum of thirty (30) inches; and
 - d. Fence posts shall be a maximum of six (6) feet on center; and
 - e. Fence rails shall be a minimum of three (3) each two-inch-by-four-inch nominal wood; and
 - f. Maximum fence height shall be eight (8) feet.
 8. All fence or wall construction with electric materials that carry an electric current intended to generate an electric shock upon contact shall install warning signage on the fence. There shall be at least one (1) clearly visible warning sign located on the exterior of each side of the fence and every twenty-five (25) feet of the entire length of the portion of the fence comprised of electric materials as described above. Each warning sign shall clearly and legibly indicate that an electric fence is in use and have an area no less than twenty-five (25) square inches on either side.

9. All fences or walls constructed with electric materials that carry an electric current intended to generate an electric shock upon contact shall be located completely within the boundaries of a separate fence or wall composed of non-electric materials and be installed at a height no higher than the height of the separate fence or wall which encloses it.
10. In no case shall a fence encroach into a public space or into a sidewalk. All fences shall remain a minimum of twelve (12) inches from the closest sidewalk edge.
11. In no case shall a fence enclose or restrict access to a water meter.
- ~~12. In cases where fences are not erected on property lines due to easement or other restrictions, a pedestrian gate shall be installed within the fence that allows access to the unenclosed space for maintenance activities.~~

D. Gates

1. In cases where fences are not erected on property lines due to easement or other restrictions, a pedestrian gate shall be installed within the fence that allows access to the unenclosed space for maintenance activities.
2. Gates that are 10 feet in width or wider installed on a fence shall be easily accessible to a driveway. The access path shall not obstruct, encroach upon, or damage any curb or gutter, drainage easements, or any other utilities located in the public right-of-way.

E. Retaining Walls

1. Any application for the construction of a retaining wall proposed to support backfill of a height greater than four (4) nominal feet shall be prepared by a design professional registered in the State of Missouri.

F. Fence And Wall Height Requirements. Maximum Allowable Fence and Wall Height

<u>Maximum</u>	<u>Allowable</u>	<u>Fence/Wall</u>	<u>Height</u>
<u>Fence Location</u>	<u>All Residential Zoned Districts (R1-L, R1-M, R1-MH, R1-H, R1-Z, R-2, R-3)</u>	<u>All Commercial Zoned Districts (C-0, C-1, C-2, M-1, M-2)</u>	
<u>Front yard and front half of side yard</u>	<u>48 inches</u>	<u>12 feet</u>	
<u>Rear yard and rear half of side yard</u>	<u>8 feet</u>	<u>12 feet</u>	

1. Fences constructed in the front yard and the front half of the side yard of a residential zoned district shall have a maximum fence/wall height of four (4) nominal feet or as determined by the Administrator of the BUILDS Department or their designee.
2. Fences constructed in the rear yard and the rear half of the side yard of a residential zoned district shall have a maximum fence/wall height of eight (8) nominal feet or as determined by the Administrator of the BUILDS Department or their designee.
3. Fences constructed in a C-0, C-1, C-2, M-1, and M-2 district shall have a maximum fence/wall height of twelve (12) nominal feet.

G. Fences Erected Within a Sight Visibility Triangle

1. Sight-obscuring fences or walls erected at the intersection of streets or driveways shall not be located within a reserved sight triangle, as indicated by the table below.
2. The following fences are deemed non-sight-obscuring and allowable within the sight visibility triangle:
 - a. Fences that do not exceed 50 percent screening.
 - b. Fences that do not exceed (4) nominal feet in height.

SIGHT TRIANGLE REQUIREMENTS

	<u>Driveway/Sidewalk</u>	<u>Local</u>	<u>Collector</u>	<u>Arterial</u>
<u>Driveway/Sidewalk</u>	<u>10' x 10'</u>	<u>10' x 10'</u>	<u>10' x 10'</u>	<u>30' x 30'</u>
<u>Local</u>	<u>10' x 10'</u>	<u>10' x 10'</u>	<u>10' x 10'</u>	<u>30' x 30'</u>
<u>Collector</u>	<u>10' x 10'</u>	<u>10' x 10'</u>	<u>10' x 10'</u>	<u>30' x 30'</u>
<u>Arterial</u>	<u>30' x 30'</u>	<u>30' x 30'</u>	<u>30' x 30'</u>	<u>60' x 60'</u>

[Ord. No. 08-91 §1, 1-12-2009; Ord. No. 09-10 §1, 4-13-2009; Ord. No. 10-11 §1, 4-12-2010; Ord. No. 16-23 § 1, 11-28-2016; Ord. No. 17-13 § 1, 4-4-2017]

520.050 Non-Conforming Fences and Walls

- A. Authority To Continue. Any fence or wall which does not comply with the applicable requirements may be continued so long as it remains otherwise lawful.
- B. Enlargement, Repair, Alteration. Any non-conforming fence or wall shall not be enlarged, repaired or altered without obtaining a building permit and shall thereafter conform to the regulations of this Chapter.
- C. Moving. Non-conforming fences or walls shall not be moved in whole or part for any distance whatsoever to any other location on the same lot or any other lot unless the entire fence or wall shall thereafter conform to the regulations of this Chapter.

[Ord. No. 08-91 §1, 1-12-2009; Ord. No. 17-13 § 1, 4-4-2017]

520.60 Violations – Penalties

- A. Unlawful Acts. It shall be unlawful for any person, firm or corporation to install, alter, repair or move a fence or wall; or cause the same to be done, in conflict with or in violation of any provisions of this Chapter.
- B. Violation — Penalties. Any person found guilty of violating this Chapter shall be penalized in accordance with Section 100.220 of the Republic City Code.

[Ord. No. 08-91 §1, 1-12-2009; Ord. No. 17-13 § 1, 4-4-2017]

AGENDA ITEM ANALYSIS

Project/Issue Name: 23-07 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri by Amending Title IV, Government Code, Chapter 405 “Zoning Regulations”, Article 405-I “In General” and Article 405-VII “Additional District Provisions”, Section 405.020 “Definitions” and Section 405.640 “Accessory Structures”, and by Adding New Section 405.643 “Decks” and New Section 405.648 “Accessory Dwelling Units.”

Submitted By: BUILDS Department

Date: March 7, 2023

Issue Statement

Consideration to approve Amendments and Addition of Sections to Chapter 405 Zoning Regulations.

Discussion and/or Analysis

The City of Republic is requesting Amendments to Chapter 405 Zoning Regulations—specifically to Sections 405.020 Definitions and 405.640 Accessory Structures; plus, the Additions of Sections that will be referenced as 405.643 Decks and 405.648 Accessory Dwelling Units. In general, all amendments and additions revised the current ordinance as necessary to ensure clarity and concision on constructing an Accessory Structure, Accessory Dwelling Unit, or Deck for residential lots.

Together the amendments of 405.020 Definitions served three purposes. The following definitions were added to enhance current and future sections:

- *Affidavit* - A Legal binding written statement, by oath, that the statements are true to the best of the signee’s knowledge.
- *Accessory Dwelling Unit (ADU)* - A habitable structure or unit incidental to and detached from a single-family home located on the same lot.
- *Deck* - A structure that provides an outdoor floor and is supported by a frame, posts, and footings.
- *Deck, Elevated* - Any deck that measures two (2) feet or more from grade to the top finish floor of the decking.
- *Principal Structure* - The structure constructed on the lot intended for the purpose of the main use and conforms to the designated zoning district’s regulations.
- *Sight visibility triangle* - Areas at the corners of road and driveway intersections where views of approaching traffic should not be obstructed.

The following definitions were amended for content:

- *Carport* – A structure open on at least two (2) sides used for the purpose of providing vehicular protection. Carports shall not be located within ~~side or~~ front yard setbacks.
 - Currently the definition does not allow carports to be in the side yard. The amendment will allow residents to place a carport in the side yard so long as they meet all the required setbacks.
- *Yard, Front* – A yard extending across the front of a lot and being the minimum horizontal distance between the right-of-way or property line and the main building or any projections thereof ~~other than the projections of the usual uncovered steps, unenclosed balconies or unenclosed porches.~~ On corner lots, ~~double~~ multi-frontage lots, or where the front yard is otherwise unclear, the determination of the location of the front yard shall be made by the Administrator of the BUILDS Department ~~Director of Community Development~~ or their designee.
 - The definition of a Front Yard Setback allows for the exclusion of projecting uncovered steps, unenclosed balconies, or unenclosed porches. This contradicts the overall definition of a setback which is - The minimum distance required between the property line and a point of the structure nearest the property line. Thus, the amendment will remove the exclusions currently allowed.

The following definitions were amended to provide clarification on grammar errors or streamlining previous terminology used for past Department names and titles:

- *Basement*
- *Floor Area*
- *Grade*

The amendments in section 405.640 Accessory Structures addressed the following purposes:

- Redact any redundant language that would be addressed in the two new added sections or add language that would refer to those sections.
- Provides for more flexibility of constructing Accessory Structures within an agriculturally zoned parcel of land.
- Redact the language of “not project beyond the front yard setback line on the adjacent lots” and change it to “abide by the principal structure’s zoning district side street setback requirements” for corner lots. This revision will allow for more freedom of buildable space for accessory structures, while still ensuring there is enough space to allow visibility for adjacent properties and public right-of-way.
- Restructuring the height regulations to add building language that will work for accessory structures that do not have any walls.
- Adding language that allowed city staff to require driveways to Accessory Structures to ensure the integrity of City infrastructure.

- Provide clarification on grammar errors or streamlining previous terminology used for past Department names and titles.

The addition of Section 405.643 Decks:

This section was added due to the character of decks having features that both resembles accessory structures and additions to a home. The verbiage in this section clarifies when a deck will be deemed an addition or an accessory structure to a principal structure, and which setback regulations a deck must adhere to.

The purpose of adding a separate section for decks is to facilitate spacing of structures in order to prevent related nuisances and hazards. It also allows staff to appropriately permit decks that have unique features in comparison to other accessory structures and home additions.

The addition of Section 405.648 Accessory Dwelling Units (ADUs):

The purpose of this section is to provide more housing options in an appropriate fashion with existing housing stock while efficiently using existing infrastructure. Due to the rise of housing prices, there has been a small rise in interest for ADUs. However, the current Zoning Chapter lacks a sufficient guidance for staff to help residents develop such units.

This section provides regulations that maintain the character and scale of single-family residences and dwellings while ensuring ADUs are subordinate to the principal structure. The following areas were addressed during the writing of such section:

- Limit the number of ADUs on a lot to one.
- The height and area of an ADU shall be subordinate to the principal structure.
- Maintain existing density standards of the zoning district by requiring ADUs to adhere to the same setback regulations as the principal structure.
- Prior to occupation a Certificate of Occupancy must be obtained.
- An affidavit will be required to ensure that the owner of the property will reside in either the ADU or principal structure, and that neither one will be rented or leased to a non-family member.

In addition, the amendment addresses parking and access for fire services to ensure sufficient flow of traffic will not be impeded to adjacent properties.

STAFF RECOMMENDATION

Staff recommends the approval of the referenced Amendments and Addition of Sections.

AN ORDINANCE OF THE CITY COUNCIL AMENDING THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI BY AMENDING TITLE IV, GOVERNMENT CODE, CHAPTER 405 "ZONING REGULATIONS", ARTICLE 405-I "IN GENERAL" AND ARTICLE 405-VII "ADDITIONAL DISTRICT PROVISIONS", SECTION 405.020 "DEFINITIONS" AND SECTION 405.640 "ACCESSORY STRUCTURES", AND BY ADDING NEW SECTION 405.643 "DECKS" AND NEW SECTION 405.648 "ACCESSORY DWELLING UNITS"

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

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

WHEREAS, the City has identified a need for amendments and additions to Chapter 405 of the Municipal Code in order to more concisely clarify the terms governing construction of an Accessory Structure, Accessory Dwelling Unit, and Deck, for residential lots.

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

Section 1: Title I, Government Code, Chapter 405 "Zoning Regulations", Article 405-I "In General" and Article 405-VII "Additional District Provisions" is hereby amended by amending Section 405.020 "Definitions" and Section 405.640 "Accessory Structures", and adding new Section 405.643 "Decks" and new Section 405.648 "Accessory Dwelling Units", to read as follows:

405.20 Definitions

- A- For the purposes of this Chapter, certain terms and words are hereby defined. Words used in the present tense shall include the future; the singular number shall include the plural and the plural the singular; the word "building" shall include the word "structure" and the word "shall" is mandatory and not directory. For the purpose of this Chapter, certain terms and words are to be used and interpreted as defined below:

ACCESSORY DWELLING UNIT (ADU) A habitable structure or unit incidental to and detached from a single-family home located on the same lot.

AFFIDAVIT A Legal binding written statement, by oath, that the statements are true to the best of the signee's knowledge.

AGRICULTURAL PROCESSING The initial processing of crop-based agricultural products that is reasonably required to take place in close proximity to the site where such products are produced. Typical uses include grain mills.

AGRICULTURAL SALES AND SERVICE A use primarily engaged in the sale or rental of farm tools and implements, feed and grain, tack, animal care products and farm supplies. This definition excludes the sale of large implements, such as tractors and combines, but includes food sales and farm machinery repair services that are accessory to the principal use.

AGRICULTURE, GENERAL The use of land for the production of livestock, dairy products, poultry or poultry products.

AGRICULTURE, LIMITED The use of land for the production of row crops, field crops, tree crops or timber.

ALLEY All property dedicated or intended for public or private street purposes or subject to public easements therefore, and less than sixteen (16) feet in width from property line to property line.

BAR OR TAVERN A building or structure devoted primarily to the selling, serving or dispensing for consumption of malt, vinous, or other alcoholic beverages in which the incidental selling or serving of food may also occur. This definition includes any building or structure in which include the brewing, distilling, or vintning of alcoholic beverages is performed therein, so long as such beverages are sold, served, and/or dispensed for retail sale directly to the consumer, and not intended for or put to any wholesale use.

BASEMENT ~~That~~The enclosed part of a building ~~having~~ where the finished floor has at least two (2) feet ~~of its height~~ below the average grade of the adjoining ground.

BERM An earthen mound designed to provide visual interest, screen undesirable views, and/or decrease noise.

BOARDING HOUSE or LODGING HOUSE A building, other than a hotel or apartment hotel, where, for compensation and by pre-arrangement for definite periods, lodging, meals, or lodging and meals are provided for three (3) or more persons, but not exceeding twenty (20) persons.

BUFFER Land area typically containing trees, shrubs and other plants, berms, fences or walls and used to visibly separate one (1) use from another or to block noise, lights or other nuisances.

BUILDING Any structure having a roof supported by columns or walls for the shelter or enclosure of persons or property.

BUILDING, HEIGHT OF The vertical distance from the grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the mean height level between eaves and ridge for gable, hip and gambrel roofs.

BULK PLANE A theoretical plane beginning at a lot line, or other locations as set forth in the Code and rising over an acute slope determined by an acute angle measured up from the horizontal point. The bulk plane defines the relationship between the height of a structure and the structure's setback from the lot line.

CARPORT A structure open on at least two (2) sides used for the purpose of providing vehicular protection. Carports shall not be located within ~~side or~~ front yard setbacks.

CLINIC An establishment where patients are not lodged overnight but are admitted for examination and treatment by a group of physicians or dentists practicing medicine together.

CO-LOCATION Locating wireless communications equipment for more than one (1) provider at a single communications facility.

CONIFER Evergreen trees and shrubs that bear both seeds and pollen on dry scales arranged as a cone.

CONVENIENCE STORE Any building or structure used for the dispensing, sale or offering for sale at retail of any automobile fuels, which may include retail sales, not to include any type of automobile related service or repair.

CULTIVATED LANDSCAPE AREA Planted areas that are frequently maintained by mowing, irrigating, pruning, fertilizing, etc.

DAY CARE

1. **FAMILY DAY CARE HOME:** A family home, occupied by the day care provider, in which family-like care is given to six (6) children or less, not related to the provider, for any part of the twenty-four (24) hour day. The maximum number of children under two (2) years of age shall be three (3).
2. **GROUP DAY CARE HOME:** A family home, occupied by the day care provider, in which family-like care is given to seven (7) but not more than ten (10) children, not related to the provider, for any part of the twenty-four (24) hour day. The maximum number of children under two (2) years of age shall be two (2) unless there is a full-time adult assistant, in which case the maximum number of children under two (2) years shall be four (4).

DAY CARE CENTER Is either:

1. A family home where more than ten (10) children are cared for, not related to the provider, for any part of the twenty-four (24) hour day, or
2. A building other than a family home in which more than four (4) children are cared for, not related to the provider, for any part of the twenty-four (24) hour day.

DECIDUOUS A plant with foliage that is shed annually.

DECK A structure that provides an outdoor floor and is supported by a frame, posts, and footings.

DECK, ELEVATED Any deck that measures two (2) feet or more from grade to the top finish floor of the decking.

DISTRICT A section or sections in the City of Republic within which the zoning regulations are uniform.

DROPLINE A vertical line extending from the outermost branches of a tree to the ground.

DWELLING A building or portion thereof designed or used exclusively for residential occupancy, but not including home trailers, mobile homes, hotels, motels, boarding houses and lodging houses, tourist courts or tourist homes.

DWELLING, MULTIPLE A building designed for or occupied exclusively by more than two (2) families.

DWELLING, SINGLE-FAMILY A building designed for or occupied exclusively by one (1) family.

DWELLING, TWO-FAMILY A building designed for or occupied exclusively by two (2) families.

ECOSYSTEM A characteristic assemblage of plant and animal life within a specific physical environment, and all interactions among species, and between species and their environment.

ENTITY A natural person, corporation, professional corporation, non-profit corporation, cooperative corporation, unincorporated association, business trust, limited liability company, general or limited partnership, limited liability partnership, joint venture, or any other legal entity.

EVERGREEN A plant with foliage that persists and remains green year-round.

EXTERIOR STRUCTURAL ALTERATION Any change in the supporting members of a building or structure such as bearing walls or partitions, columns, beams or girders that is visible from the exterior of a building or structure or any substantial change in the roof or in exterior walls of a building or structure.

FAMILY The following living arrangements shall constitute a family for the purposes of this Chapter:

1. One (1) or more persons related by blood, marriage, adoption or custodial relationship living as a single housekeeping unit; or
2. Three (3) or less unrelated persons living as a single housekeeping unit; or
3. Two (2) unrelated persons, plus their biological, adopted or foster children or other minors for whom they have legally established custodial responsibility, living as a single housekeeping unit.

FILLING STATION Any building, structure or land used for the dispensing, sale or offering for sale at retail of any automobile fuels. The sale of oils or accessories, including lubrication of automobiles and replacement and installation of minor parts and accessories, but not including major repair work such as motor replacement, body and fender repair or painting.

FLOOR AREA The square feet of floor space within the outside line of walls and including the total of all space on all floors of a building—~~it does;~~ includes porches, garages, or space in a basement or cellar when said basement or cellar space is used for storage or incidental uses.

FRONTAGE The distance along a street line from one (1) intersecting street to another or from one (1) intersecting street to the end of a dead-end street.

FURNISH To issue, sell, give, provide, lend, mail, deliver, transfer, circulate, disseminate, present, exhibit or otherwise provide.

GARAGE, PRIVATE A detached building or portion of a main building housing the automobiles of the occupants of the premises.

GARAGE, PUBLIC A building or portion thereof, other than a private or storage garage, designed or used for equipping, servicing, repairing, hiring, selling, storing or parking motor-driven vehicles. The term "repairing" shall not include an automotive body repair shop nor the rebuilding, dismantling or storage of wrecked or junked vehicles.

GARAGE, STORAGE A building or portion thereof designed or used exclusively for term storage by pre-arrangement of motor-driven vehicles, as distinguished from daily storage furnished transients, and at which motor fuels and oils are not sold, and motor-driven vehicles are not equipped, repaired, hired or sold.

GRADE The average level of the finished surface of the ground for buildings more than five (5) feet from a street line. For buildings closer than five (5) feet to a street line, the grade is the sidewalk elevation at the center of the building. If there is more than one (1) street, an average sidewalk elevation is to be used. If there is no sidewalk, the ~~City Engineer~~ **Administrator of the BUILDS Department or their designee** shall establish the sidewalk grade.

GROUND COVER Plants, other than turf grass, normally reaching an average maximum height of not more than twenty-four (24) inches at maturity.

GROUP HOME Any home in which eight (8) or fewer unrelated mentally or physically handicapped person reside and may include two (2) additional persons acting as house parents or guardians who need not be related to each other or to any of the mentally or physically handicapped persons residing in the home.

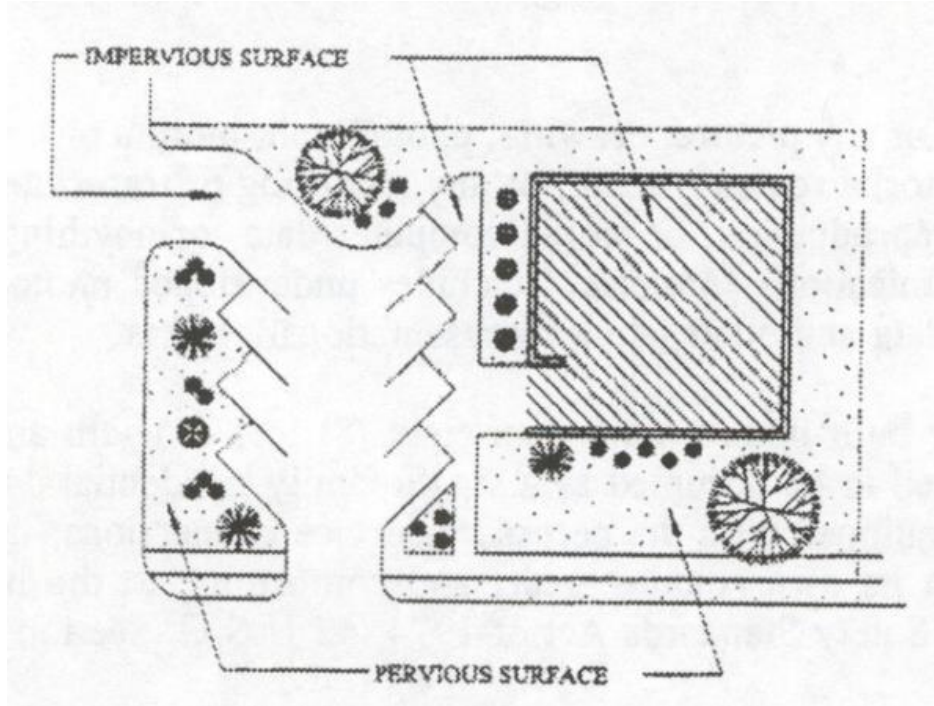
GUYED TOWERS A communication tower that is supported, in whole or in part, by guy wires and ground anchors.

HEDGE A landscape barrier consisting of a continuous, dense planting of shrubs.

HOME OCCUPATION Any occupation or activity which is clearly incidental and secondary to the use of the premises for dwelling purposes and which is carried on wholly within a main building or accessory building by a member(s) of a family residing on the premises.

HOTEL A building in which lodging, or boarding and lodging are provided and offered to the public for compensation, and in which ingress and egress to and from all rooms are made through an inside lobby or office supervised by a person in charge at all times. As such, it is open to the public in contradistinction to a boarding house, lodging house, or an apartment house which are herein separately defined.

IMPERVIOUS, PERVIOUS SURFACE Any part of a lot that is covered by buildings, structures, parking areas, driveways and any other surfaces which reduce or prevent absorption of stormwater, likewise, a pervious surface is any surface that allows for the absorption of stormwater.



INSTITUTION A non-profit establishment for public use.

IRRIGATION SYSTEM A permanent, artificial watering system designed to transport and distribute water to plants.

LATTICE TOWER A guyed or self-supporting three (3) or four (4) sided, open, steel frame structure used to support telecommunications equipment.

LOADING SPACE A space within the main building or on the same lot, providing for the standing, loading or unloading of trucks, having a minimum dimension of twelve (12) feet by thirty-five (35) feet and a vertical clearance of at least fourteen (14) feet.

LODGING HOUSE or ROOMING HOUSE Same as "Boarding House."

LOT A parcel of land occupied or intended for occupancy by a use permitted in this Chapter, including one (1) main building together with its accessory buildings, the open spaces and parking spaces required by the ordinance, and having its principal frontage upon a street or upon an officially approved place.

LOT OF RECORD A lot which is part of a subdivision, the map of which has been recorded in the office of the Recorder of Deeds of the County of Greene, Missouri, or a parcel of land, the deed

of which was recorded in the office of the Recorder of Deeds prior to the adoption of this Chapter.

LOT, CORNER A lot abutting upon two (2) or more streets at their intersection.

LOT, DOUBLE FRONTAGE A lot having a frontage on two (2) non-intersecting streets as distinguished from a corner lot.

MANUFACTURED HOMES Factory-built structures; transportable in one (1) or more sections which are twenty-four (24) feet or more in width and forty-two (42) feet or more in length when assembled; designed to be occupied as a permanent single-family residential dwelling; not constructed or equipped with a permanent hitch or other device intended for the purpose of moving the structure from one place to another, other than for moving to a permanent site from the factory or distributor; has no permanently attached wheels or axles; installed on a permanent foundation; equipped with the necessary service connections; designed, manufactured, and certified to conform to the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. Section 5401).

MARIJUANA or MARIHUANA Cannabis indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the plant and marijuana-infused products. "Marijuana" or "Marihuana" do not include industrial hemp containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one percent (3/10 of 1%) on a dry weight basis, or commodities or products manufactured from industrial hemp.

MARIJUANA-INFUSED PRODUCTS Products that are infused with marijuana or an extract thereof and are intended for use or consumption other than by smoking, including, but not limited to, edible products, ointments, tinctures and concentrates.

MATERIAL Anything printed or written, or any picture, drawing, photograph, motion picture film, videotape or videotape production, or pictorial representation, or any recording or transcription, or any mechanical, chemical, or electrical reproduction, or stored computer data, or anything which is or may be used as a means of communication. "Material" includes undeveloped photographs, molds, printing plates, stored computer data and other latent representational objects.

MEDICAL MARIJUANA CULTIVATION FACILITY A facility licensed by the Department of Health and Senior Services or its successor agency to acquire, cultivate, process, store, transport, and sell marijuana to a medical marijuana dispensary facility, medical marijuana testing facility, or to a medical marijuana-infused products manufacturing facility.

MEDICAL MARIJUANA DISPENSARY FACILITY A facility licensed by the Department of Health and Senior Services, to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in the Article XIV Missouri Constitution to a qualifying patient, a primary caregiver, another medical marijuana

dispensary facility, a medical marijuana testing facility, or a medical marijuana infused products manufacturing facility.

MEDICAL MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY A facility licensed by the Department of Health and Senior Services, to acquire, store, manufacture, transport, and sell marijuana-infused products to a medical marijuana dispensary facility, a medical marijuana testing facility, or to another medical marijuana-infused products manufacturing facility.

MEDICAL MARIJUANA TESTING FACILITY A facility certified by the Department of Health and Senior Services, to acquire, test, certify, and transport marijuana.

MEDICAL USE The production, possession, delivery, distribution, transportation, or administration of marijuana or a marijuana-infused product, or drug paraphernalia used to administer marijuana or a marijuana-infused product, for the benefit of a qualifying patient to mitigate the symptoms or effects of the patient's qualifying medical condition.

MOBILE HOME Transportable, factory-built homes more than eight (8) feet in width and more than thirty-six (36) feet in length; designed to be occupied as a single-family residential dwelling; not placed on a permanent foundation; equipped with the necessary service connections; designed and manufactured to be transportable on its own running gear; and conforming to the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. Section 5401).

MODULAR HOME Factory-built, transportable dwelling unit designed to be used by itself or to be incorporated with similar units at a point of use into a modular structure to be used for single-family housing, bearing the seal of the Missouri Public Service Commission indicating compliance with the State of Missouri Standards and Regulations for Modular Homes.

MONOPOLE TOWER A communication tower constructed without the use of guy wires and ground anchors and consisting of only a single pole (also known as self-supporting tower).

MOTEL A building in which lodging or boarding and lodging are provided and offered to the public for compensation. As such, it is open to the public in contradistinction to a boarding house, a lodging house or an apartment house which are herein separately defined.

MULCH Non-living organic and synthetic materials customarily used in landscaping design to retard erosion and retain moisture.

NON-CONFORMING USE The use of land or a building, or portion thereof, which use does not conform with the use regulations of the district in which it is situated.

OPEN SPACE Open space shall be interpreted to mean:

1. All areas of natural plant communities or area replanted with vegetation after construction, such as revegetated natural areas; tree, shrub, hedge or ground cover planting areas; and lawns; and
2. Other areas allowed to be counted as open space as per the City of Republic Zoning and Design Code.

ORNAMENTAL TREE A deciduous tree planted primarily for its ornamental value or for screening purposes.

OVERNIGHT SHELTER A facility providing temporary lodging on a daily basis, with or without meals, for primarily indigent, needy, homeless or transient persons.

PARKING AREA That portion of the vehicle accommodation area set aside for the parking of one (1) vehicle.

PARKING SPACE A surfaced area, enclosed in the main building or in an accessory building, or unenclosed, having an area of not less than one hundred eighty (180) square feet exclusive of driveways, permanently reserved for the temporary storage of one (1) automobile and connected with a street or alley by a surfaced driveway which affords satisfactory ingress and egress for automobiles.

PERFORMANCE Any play, motion picture film, videotape, dance or exhibition performed before an audience of one (1) or more.

PERGOLA An outdoor accessory structure consisting of vertical posts or pillars and supporting cross-beams and without walls, forming a shaded walkway, passageway, or sitting area, not attached to another structure.

PERIMETER, LANDSCAPING A six (6) foot greenspace strip which surrounds the entire premise, not including where a landscaped street buffer is required.

PERVIOUS SURFACE See "Impervious Surface."

PLANT COMMUNITY A natural association of plants that are dominated by one (1) or more prominent species, or a characteristic physical attribute.

PLANT SPECIES – PROHIBITED Those plant species which are demonstrably detrimental to native plants, native wildlife, ecosystems, or human health, safety and welfare.

PORTABLE BUILDING A subordinate building less than two hundred (200) square feet, the use of which is incidental to that of the main building, dwelling or premises, which is not erected on a permanent foundation. Portable buildings shall be constructed, erected and located in a manner that provides a convenient means of relocation.

PREMISE Any land, consisting of one (1) or more lots or tracts of land, under single or multiple ownership, which operates as a functional unit. When developed, a premise shall also possess one (1) or more of the following criteria:

1. Shared parking.
2. Common management.
3. Common identification.
4. Common access.
5. Shared circulation.

PRESERVE AREAS Vegetative areas required to be preserved by law.

PRINCIPAL STRUCTURE The structure constructed on the lot intended for the purpose of the main use and conforms to the designated zoning district's regulations.

PROMOTE To manufacture, issue, sell, provide, mail, deliver, transfer, transmute, publish, distribute, circulate, disseminate, present, exhibit, or advertise, or to offer or agree to do the same, by any means including a computer.

SCREEN A method of reducing the impact of noise and unsightly visual intrusions with less offensive or more harmonious elements, such as plants, berms, fences, walls or any appropriate combination thereof.

SETBACK The minimum distance required between the property line and a point of the structure nearest the property line.

SETBACK, SIDE STREET The minimum distance required between a point of the structure nearest the right-of-way line of a street located on the side of the structure.

SEXUALLY ORIENTED BUSINESS An adult bookstore or adult video store, an adult cabaret, an adult motion picture theater, a semi-nude model studio, or a sexual encounter center as further defined by reference to the definition of those terms as now or hereafter defined in Section 573.528, RSMo., or as may be adopted in the City Code in a manner not inconsistent with Section 573.528, RSMo.

SHADE TREE A deciduous tree planted primarily for its high crown of foliage or overhead canopy.

SHRUB A self-supporting woody perennial plant of low-level woody, perennials plant of low to medium height characterized by multiple stems and branches continuous from the base, usually not more than ten (10) feet in height at its maturity.

SIGHT (VISIBILITY) TRIANGLE Areas at the corners of road and driveway intersections where views of approaching traffic should not be obstructed.

STORAGE, PERSONAL OR SELF STORAGE A building or group of buildings, commonly referred to as mini-storage, consisting of individual, small, self-contained units that are available on a rental basis for the storage of business and household goods or contractor's supplies.

STORY That portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above it; or, if there be no floor above it, then the space between such floor and the ceiling next above it.

STORY, HALF A space under a sloping roof which has the line of intersection of roof decking and wall face not more than three (3) feet above the top floor level, and in which space not more than two-thirds (2/3) of the floor area is finished off for use. A half story containing independent apartments or living quarters shall be counted as a full story.

STREET All property dedicated or intended for public or private street purposes or subject to public easements therefore and more than sixteen (16) feet in width from property line to property line.

STREET LINE A dividing line between a lot and a contiguous street.

STRUCTURAL ALTERATIONS Any change, except those required by law or ordinance, which would prolong the life of the supporting members of a building or structure, such as bearing walls, columns, beams or girders, not including openings in bearing walls as permitted by other ordinances.

STRUCTURE Anything constructed or erected, the use of which requires more or less ground.

STRUCTURES, ACCESSORY A structure that:

1. Is subordinate to and serves a principal structure,
2. Is subordinate in area, extent or purpose to the principal structure,
3. Contributes to the comfort, convenience or necessity of the occupants, business or industry in the principal structure,
4. Is located on the same lot as the structure.

TOWER or COMMUNICATION TOWER Any structure that is designed and constructed for the purpose of supporting one (1) or more antennas; including lattice towers, guy towers or monopole towers. This definition also includes any structure in which supporting the antenna array is not the primary purpose of the structure such as a water tower or utility pole. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like. This term is not intended to describe buildings or other structures that have been constructed primarily for a purpose other than supporting one (1) or more antennas, despite the fact that such structure may currently, or in the future, actually support one (1) or more antennas, not to exceed ten (10) feet above the apex of the roof in residentially zoned districts such as: satellite dishes, television antennas and radio antennas.

TRAILER OR MOBILE HOME A vehicle used for living purposes and standing or designed to stand on wheels or rigid supports.

TRAILER PARK An area where one (1) or more trailers can be or are intended to be parked, designed or intended to be used as living facilities for one (1) or more families.

TREE Any self-supporting woody perennial plant which has a trunk diameter of two (2) inches or more and which normally attains an overall height of at least fifteen (15) feet at maturity, usually with one (1) main stem or trunk and many branches. It may appear to have several stems or trunks as in several varieties of oak.

UNDERSTORY Assemblages of natural low-level woody, herbaceous, and ground cover species which exist in the area below the canopy of trees.

USE The purpose for which land or a building is arranged, designed or intended, or for which either land or building is or may be occupied or maintained.

VEGETATION, NATIVE Any plant species with a geographic distribution indigenous to all or part of the State of Missouri. Plant species which have been introduced by man are not native vegetation.

VEHICLE ACCOMMODATION AREA A lot that is used by vehicles for access, circulation, parking, loading and unloading. It comprises the total of circulation areas, loading and unloading areas and parking areas.

VIAABLE When referring to a tree, shrub, or other type of plant, is a plant that, in the judgment of the City Planner, is capable of sustaining its own life processes, unaided by man, for a reasonable period of time.

WHOLESALE PROMOTE To manufacture, issue, sell, provide, mail, deliver, transfer, transmute, publish, distribute, circulate, disseminate, or to offer or agree to do the same for purposes of resale or redistribution.

WOODLANDS, EXISTING Existing trees and shrubs of a number, size and species that accomplish the same general function as new plantings.

XERISCAPE Landscape methods which conserve water through the use of drought-tolerant plants and planting techniques.

YARD An open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein. In measuring a yard for the purpose of determining the width of a side yard, the depth of a front yard or the depth of a rear yard, the minimum horizontal distance between the lot line and the main building shall be used.

YARD, FRONT A yard extending across the front of a lot and being the minimum horizontal distance between the right-of-way or property line and the main building or any projections thereof ~~other than the projections of the usual uncovered steps, unenclosed balconies or unenclosed porches.~~ On corner lots, double ~~multi~~-frontage lots, or where the front yard is otherwise unclear, the determination of the location of the front yard shall be made by the Administrator of the BUILDS Department ~~Director of Community Development~~ or their designee.

YARD, REAR A yard extending across the rear of a lot and being the required minimum horizontal distance between the rear lot line and the rear of the main building or any projections thereof other than the projections of uncovered steps, unenclosed balconies or unenclosed porches.

YARD, SIDE A yard between the main building and the side line of the lot, and extending from the required front yard to the required rear yard, and being the minimum horizontal distance between a side lot line and the side of the main buildings or any projections thereof.

405.640 Accessory Structures

- A. *Permitted Accessory Structures.* Any structure or use that meets the definition in Section 405.02 may be allowed as an accessory structure.
1. Accessory structures shall include, but are not limited to, the following permitted structures:
 - a. Structures incidental to a principal structure, such as storage buildings, workshops, studios, carports or garages incidental to a permitted use.
 - b. Barn.
 - c. Playhouse.
 - d. Greenhouse.
 - e. Pool and bathhouses.
- B. *Use Limitations.* All accessory structures shall comply with the use limitations applicable in the zoning district in which they are located and with the following additional use limitations:
1. Accessory structures shall ~~not~~ neither be constructed ~~and~~ nor occupied on any lot prior to the time of the completion of the construction of the principal structure to which it is accessory, ~~unless the property is within the Agricultural Zoning District (AG).~~
 2. Accessory structures shall not be permitted in any required front yard.
 3. No accessory structure allowed under this Section shall be used as a residence unless a certificate of occupancy is issued for residential use of that structure and complies with the regulations stipulated in Section 405.648.
 4. Accessory structures shall not be placed or constructed in any easement without the permission of the Administrator of the BUILDS Department or their designee.

5. Accessory Structures constructed in an Agricultural (AG) Zoning District.

a. May be constructed on a lot not occupied by a principal structure.

b. May be located in the required front yard as long as the accessory structure is agriculture in nature. Accessory structures located in the front yard shall abide by the zoning district's setback requirements as set forth in Article 405-V Height and Area Regulations of this chapter.

C. *Bulk, Setback And Spacing Regulations.* All accessory structures shall comply with the bulk, setback and spacing regulations applicable in the zoning district in which they are located and with the following additional regulations:

1. Accessory structures shall be set back a minimum of three (3) feet from the rear property lines.
2. Accessory structures shall be set back a minimum of three (3) feet from the side property lines.
3. ~~Accessory structures shall otherwise comply with the bulk regulations applicable in the zoning district in which they are located.~~
4. ~~Accessory structures which include habitable spaces shall maintain the same setbacks as is required for the principal structure located on the lot. This only applies to accessory structures in the following zoning districts: Single-Family Low Density ("R1-L"), Single-Family Medium Density ("R1-M"), Single-Family High Density ("R2-H"), and Two-Family Residential ("R-2"). Habitable spaces, as used in this Section, refers to any building space that is used for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closet, halls, storage or utility spaces and similar areas are not considered habitable spaces.~~
5. 3. Excepting swimming pools, spas, pergolas, and unwallled carports, and accessory structures not enclosed by walls (i.e., but not limited to, pergolas and unwallled carports) shall not be constructed closer than ten (10) feet of the principal structure on the lot.
6. 4. Swimming pools shall not be constructed closer than five (5) feet of the principal structure on the lot.
7. 5. On a corner lot, accessory structures shall ~~not project beyond the front yard setback line on the adjacent lots.~~ abide by the principal structure's zoning district side street setback requirements set forth in Article 405-V Height and Area Regulations of this chapter.
8. ~~6.~~ An accessory structure may not obstruct any site sight triangle. The definition and validity of a given site sight triangle shall be determined by the Administrator of the BUILDs Department or their designee. ~~City Engineer.~~
9. 7. The maximum ~~building-structure~~ height of accessory ~~buildings~~ structures:
 - a. The maximum height of the tallest sidewall or post of accessory ~~buildings~~ structures shall not exceed fifteen (15) feet in height when located at least six (6) feet from the nearest property line.

- b. Accessory ~~buildings~~ **structures** located less than six (6) feet from any property line shall not have the tallest sidewall or post exceeding a height determined according to the table below based upon the distance from the ~~building~~ **structure** to the nearest property line.
- c. The maximum ~~building~~ **structure** height of accessory ~~buildings~~ **structures** shall be determined by measuring the height of the tallest sidewall or post of the ~~building~~ **structure** from the finished floor to the top plate, truss, or girder beam of the wall or post.

GRADUATED INCREASE IN ACCESSORY STRUCTURE SEWALL HEIGHT	
Distance From Nearest Property Line	Maximum Sidewall Height
= 3 feet and < 4 feet	= 12 feet
= 4 feet and < 5 feet	= 13 feet
= 5 feet and < 6 feet	= 14 feet
= 6 feet	= 15 feet

- ~~10. 8.~~ Accessory structures to a residence on a single property shall not singularly or in total exceed seven percent (7%) of the total area of the lot. No accessory structure may exceed an area of six thousand (6,000) square feet for each five (5) acres of property owned.
- ~~11. 9.~~ All accessory structures shall comply with the percentage of required landscaped area in the applicable zoning district in Section 405.770.

D. Additional Regulations For Accessory Structures.

1. Accessory structures may require a driveway as determined by the Administrator of the BUILDS Department or their designee.
- ~~1. 2.~~ All driveways accessing accessory structures from a public right-of-way or alley shall obtain approval from the City of Republic prior to installation of the driveway.
- ~~2. 3.~~ All driveways accessing an accessory structure shall be constructed of a concrete or asphalt surface to the limits of the front of the accessory structure. Driveways accessing accessory buildings within the Agricultural (AG) zoning district shall be exempt from the requirement of this Subsection (D)(2).

405.643 Decks

A. Purpose. The purpose of this section is to regulate Decks that:

1. Maintains enough open space between adjacent properties to reduce the number of nuisances and hazards.

B. Limitations. All Decks shall comply with the following use limitations:

1. The provisions within this section are limited to residential zoning districts with a single-family dwelling and two-family dwelling as the principal structure.
2. Shall not be permitted in the front yard unless it meets the principal structure's front yard setbacks requirements set forth in Article 405-V Height and Area Regulations of this chapter.
3. Shall not be placed or constructed in any easement without the permission of the Administrator of the BUILDS Department or their designee.
4. Decks that are enclosed or covered by a roof, awning, or portico and/or attached to the principal structure must abide by the principal structure's setbacks requirements set forth in Article 405-V Height and Area Regulations of this chapter.

C. Development Standards.

1. Attachment to the Principal Structure.
 - a. Decks elevated more than (2) feet must be attached to the principal structure unless the freestanding deck is structurally supported with diagonal bracing to resist lateral loading and horizontal movement.
2. Setbacks. All Decks shall abide by the following setback requirements.
 - a. On a corner lot, decks shall abide by the principal structure's zoning district side street setback requirements set forth in Article 405-V Height and Area Regulations of this chapter.
 - b. A Deck may not obstruct any sight triangle. The definition and validity of a given sight triangle shall be determined by the Administrator of the BUILDS Department or their designee.
3. Setbacks for Freestanding Decks. Freestanding decks shall abide by the following setback requirements.
 - a. Shall be setback a minimum of 10 feet from the rear property line.
 - b. Shall be setback a minimum of 6 feet from the side property line.
 - c. Decks that are elevated more than 10 feet shall be setback from the rear property line at the same distance as the elevation of the deck.
4. Height of a Deck.
 - a. To determine the height of a deck it shall be measured from grade to the top of the decking.

5. Bulk. Shall abide by the following bulk requirements.

- a. Shall not exceed seven percent (7%) of the total area of the lot in combination with other accessory structures.

405.648 Accessory Dwelling Units (ADUs)

A. Purpose. The purpose of this section is to regulate habitable accessory structures that:

1. Provide more housing options in an appropriate fashion with existing housing stock while efficiently using existing infrastructure.
2. Maintain the character and scale of single-family residences and dwellings.
3. Remain subordinate to the principal structure.

B. Limitations. All ADUs shall comply with the following use limitations:

1. No lot may have more than one ADU.
2. The provisions within this section are limited to zoning districts with a legal conforming single-family dwelling as the principal structure.
3. This section regulates ADUs as defined in Article 405-I In General.
4. The ADU must be subordinate in height and area to the principal structure on the same lot.
5. The ADU will be limited to one bedroom.

C. General Provisions. The following provisions will apply to any ADU permitted in the City of Republic.

1. Must be constructed on a permanent foundation.
2. The applicant must obtain any required building permits deemed by the Administrator of the BUILDS Department or their designee prior to the issuance of a Certificate of Occupancy. The structure may not be occupied until a Certificate of Occupancy has been issued.
3. The applicant shall provide an affidavit stating the following:
 - a. The owner of the subject property intends to reside either in the principal structure or ADU.
 - b. That the ADU or principal structure will only be rented or leased to a family member.

D. Development Standards

- 1. Setbacks. Shall abide by the principal structure's zoning district setback requirements set forth in Article 405-V Height and Area Regulations of this chapter and with the following additional setback requirements.**
 - a. Shall not be located in any front yard.**
 - b. Shall not be constructed closer than ten (10) feet to the principal structure or any other accessory structure on the lot.**
- 2. Bulk. The maximum square footage of an ADU shall:**
 - a. Not exceed fifty percent (50%) of the principal structure.**
 - b. Not exceed seven percent (7%) of the total area of the lot in combination with other accessory structures.**
- 3. Parking. At least one additional off-street parking space, constructed of concrete or asphalt surfaces, will be required.**
 - a. This requirement may be exempted if the existing off-street parking of the lot has more than the required minimums as outlined in Article 405-VI Off-Street Parking and Loading Requirements.**
 - b. If additional construction of parking is required, it must meet the dimensions set forth in Article 405-VI Off-Street Parking and Loading Requirements.**
 - c. All driveways accessing ADUs from a public right-of-way shall obtain approval from the BUILDS Department prior to construction of the driveway.**
- 4. Access. If the appropriate fire services cannot be served by the placement of the ADU fire access shall be constructed.**

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

- Section 2:** All other Sections of the Municipal Code of the City of Republic, Missouri, not specifically referenced in this Ordinance shall remain unmodified and in full force and effect.
- Section 3:** All ordinances and parts of ordinances in conflict herewith are hereby repealed.
- Section 4:** The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 5:** The WHEREAS clauses above are specifically incorporated herein by reference.

Section 6: 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 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

405.020 Definitions

~~A.~~ For the purposes of this Chapter, certain terms and words are hereby defined. Words used in the present tense shall include the future; the singular number shall include the plural and the plural the singular; the word "building" shall include the word "structure" and the word "shall" is mandatory and not directory. For the purpose of this Chapter, certain terms and words are to be used and interpreted as defined below:

ACCESSORY DWELLING UNIT (ADU)

A habitable structure or unit incidental to and detached from a single-family home located on the same lot.

AFFIDAVIT

A legal binding written statement, by oath, that the statements are true to the best of the signer's knowledge.

AGRICULTURAL PROCESSING The initial processing of crop-based agricultural products that is reasonably required to take place in close proximity to the site where such products are produced. Typical uses include grain mills.

AGRICULTURAL SALES AND SERVICE A use primarily engaged in the sale or rental of farm tools and implements, feed and grain, tack, animal care products and farm supplies. This definition excludes the sale of large implements, such as tractors and combines, but includes food sales and farm machinery repair services that are accessory to the principal use.

AGRICULTURE, GENERAL The use of land for the production of livestock, dairy products, poultry or poultry products.

AGRICULTURE, LIMITED The use of land for the production of row crops, field crops, tree crops or timber.

ALLEY All property dedicated or intended for public or private street purposes or subject to public easements therefore, and less than sixteen (16) feet in width from property line to property line.

BAR OR TAVERN A building or structure devoted primarily to the selling, serving or dispensing for consumption of malt, vinous, or other alcoholic beverages in which the incidental selling or serving of food may also occur. This definition includes any building or structure in which include the brewing, distilling, or vintning of alcoholic beverages is performed therein, so long as such beverages are sold, served, and/or dispensed for retail sale directly to the consumer, and not intended for or put to any wholesale use.

BASEMENT ~~That~~ **The** enclosed part of a building ~~having~~ **where the finished floor has** at least two (2) feet ~~of its height~~ below the average grade of the adjoining ground.

BERM An earthen mound designed to provide visual interest, screen undesirable views, and/or decrease noise.

BOARDING HOUSE or LODGING HOUSE A building, other than a hotel or apartment hotel, where, for compensation and by pre-arrangement for definite periods, lodging, meals, or lodging and meals are provided for three (3) or more persons, but not exceeding twenty (20) persons.

BUFFER Land area typically containing trees, shrubs and other plants, berms, fences or walls and used to visibly separate one (1) use from another or to block noise, lights or other nuisances.

BUILDING Any structure having a roof supported by columns or walls for the shelter or enclosure of persons or property.

BUILDING, HEIGHT OF The vertical distance from the grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the mean height level between eaves and ridge for gable, hip and gambrel roofs.

BULK PLANE A theoretical plane beginning at a lot line, or other locations as set forth in the Code and rising over an acute slope determined by an acute angle measured up from the horizontal point. The bulk plane defines the relationship between the height of a structure and the structure's setback from the lot line.

CARPORT A structure open on at least two (2) sides used for the purpose of providing vehicular protection. Carports shall not be located within ~~side or~~ front yard setbacks.

CLINIC An establishment where patients are not lodged overnight but are admitted for examination and treatment by a group of physicians or dentists practicing medicine together.

CO-LOCATION Locating wireless communications equipment for more than one (1) provider at a single communications facility.

CONIFER Evergreen trees and shrubs that bear both seeds and pollen on dry scales arranged as a cone.

CONVENIENCE STORE Any building or structure used for the dispensing, sale or offering for sale at retail of any automobile fuels, which may include retail sales, not to include any type of automobile related service or repair.

CULTIVATED LANDSCAPE AREA Planted areas that are frequently maintained by mowing, irrigating, pruning, fertilizing, etc.

DAY CARE

1. **FAMILY DAY CARE HOME:** A family home, occupied by the day care provider, in which family-like care is given to six (6) children or less, not related to the provider, for any part of the twenty-four (24) hour day. The maximum number of children under two (2) years of age shall be three (3).
2. **GROUP DAY CARE HOME:** A family home, occupied by the day care provider, in which family-like care is given to seven (7) but not more than ten (10) children, not related to the provider, for any part of the twenty-four (24) hour day. The maximum number of children under two (2) years of age shall be two (2) unless there is a full-time adult assistant, in which case the maximum number of children under two (2) years shall be four (4).

DAY CARE CENTER

Is either:

3. A family home where more than ten (10) children are cared for, not related to the

- provider, for any part of the twenty-four (24) hour day, or
4. A building other than a family home in which more than four (4) children are cared for, not related to the provider, for any part of the twenty-four (24) hour day.

DECIDUOUS

A plant with foliage that is shed annually.

DECK

A structure that provides an outdoor floor and is supported by a frame, posts, and footings.

DECK, ELEVATED

Any deck that measures two (2) feet or more from grade to the top finish floor of the decking.

DISTRICT

A section or sections in the City of Republic within which the zoning regulations are uniform.

DROPLINE

A vertical line extending from the outermost branches of a tree to the ground.

DWELLING

A building or portion thereof designed or used exclusively for residential occupancy, but not including home trailers, mobile homes, hotels, motels, boarding houses and lodging houses, tourist courts or tourist homes.

DWELLING, MULTIPLE

A building designed for or occupied exclusively by more than two (2) families.

DWELLING, SINGLE-FAMILY

A building designed for or occupied exclusively by one (1) family.

DWELLING, TWO-FAMILY

A building designed for or occupied exclusively by two (2) families.

ECOSYSTEM

A characteristic assemblage of plant and animal life within a specific physical environment, and all interactions among species, and between species and their environment.

ENTITY

A natural person, corporation, professional corporation, non-profit corporation, cooperative corporation, unincorporated association, business trust, limited liability company, general or limited partnership, limited liability partnership, joint venture, or any other legal entity.

[Ord. No. 19-28, 12-10-2019]

EVERGREEN

A plant with foliage that persists and remains green year-round.

EXTERIOR STRUCTURAL ALTERATION

Any change in the supporting members of a building or structure such as bearing walls or partitions, columns, beams or girders that is visible from the exterior of a building or structure or any substantial change in the roof or in exterior walls of a building or structure.

FAMILY

The following living arrangements shall constitute a family for the purposes of this Chapter:

5. One (1) or more persons related by blood, marriage, adoption or custodial relationship living as a single housekeeping unit; or
6. Three (3) or less unrelated persons living as a single housekeeping unit; or
7. Two (2) unrelated persons, plus their biological, adopted or foster children or other minors for whom they have legally established custodial responsibility, living as a single housekeeping unit.

FILLING STATION

Any building, structure or land used for the dispensing, sale or offering for sale at retail of any automobile fuels. The sale of oils or accessories, including lubrication of automobiles and replacement and installation of minor parts and accessories, but not including major repair work such as motor replacement, body and fender repair or painting.

FLOOR AREA

The square feet of floor space within the outside line of walls and including the total of all space on all floors of a building. ~~It does not~~ includes porches, garages, or space in a basement or cellar when said basement or cellar space is used for storage or incidental uses.

FRONTAGE

The distance along a street line from one (1) intersecting street to another or from one (1) intersecting street to the end of a dead-end street.

FURNISH

To issue, sell, give, provide, lend, mail, deliver, transfer, circulate, disseminate, present, exhibit or otherwise provide.

GARAGE, PRIVATE

A detached building or portion of a main building housing the automobiles of the occupants of the premises.

GARAGE, PUBLIC

A building or portion thereof, other than a private or storage garage, designed or used for equipping, servicing, repairing, hiring, selling, storing or parking motor-driven vehicles. The term "repairing" shall not include an automotive body repair shop nor the rebuilding, dismantling or storage of wrecked or junked vehicles.

GARAGE, STORAGE

A building or portion thereof designed or used exclusively for term storage by pre-arrangement of motor-driven vehicles, as distinguished from daily storage furnished transients, and at which motor fuels and oils are not sold, and motor-driven vehicles are not equipped, repaired, hired or sold.

GRADE

The average level of the finished surface of the ground for buildings more than five (5) feet from a street line. For buildings closer than five (5) feet to a street line, the grade is the sidewalk elevation at the center of the building. If there is more than one (1) street, an average sidewalk

elevation is to be used. If there is no sidewalk, the ~~City Engineer~~ **Administrator of the BUILDS Department or their designee** shall establish the sidewalk grade.

GROUND COVER

Plants, other than turf grass, normally reaching an average maximum height of not more than twenty-four (24) inches at maturity.

GROUP HOME

Any home in which eight (8) or fewer unrelated mentally or physically handicapped person reside and may include two (2) additional persons acting as house parents or guardians who need not be related to each other or to any of the mentally or physically handicapped persons residing in the home.

GUYED TOWERS

A communication tower that is supported, in whole or in part, by guy wires and ground anchors.

HEDGE

A landscape barrier consisting of a continuous, dense planting of shrubs.

HOME OCCUPATION

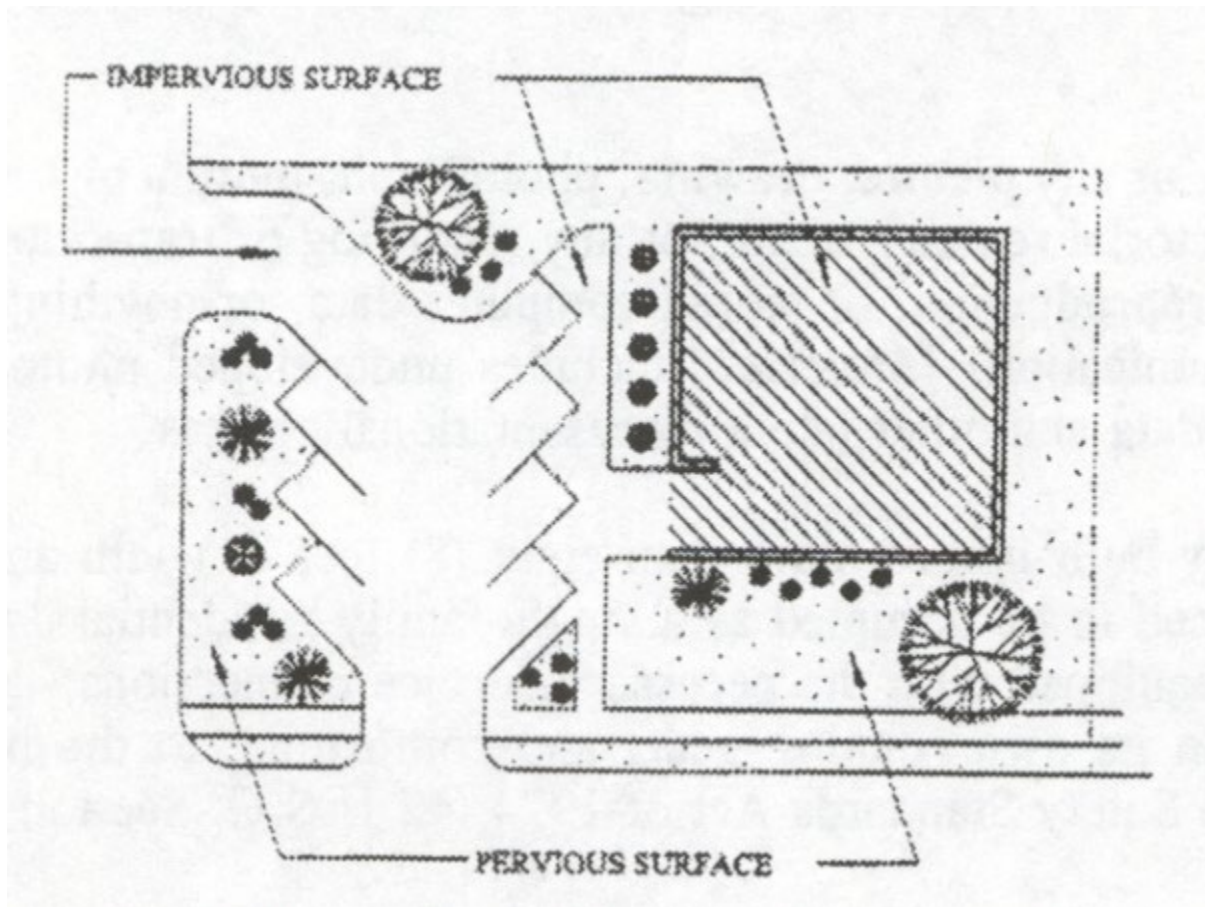
Any occupation or activity which is clearly incidental and secondary to the use of the premises for dwelling purposes and which is carried on wholly within a main building or accessory building by a member(s) of a family residing on the premises.

HOTEL

A building in which lodging, or boarding and lodging are provided and offered to the public for compensation, and in which ingress and egress to and from all rooms are made through an inside lobby or office supervised by a person in charge at all times. As such, it is open to the public in contradistinction to a boarding house, lodging house, or an apartment house which are herein separately defined.

IMPERVIOUS, PERVIOUS SURFACE

Any part of a lot that is covered by buildings, structures, parking areas, driveways and any other surfaces which reduce or prevent absorption of stormwater, likewise, a pervious surface is any surface that allows for the absorption of stormwater.



INSTITUTION

A non-profit establishment for public use.

IRRIGATION SYSTEM

A permanent, artificial watering system designed to transport and distribute water to plants.

LATTICE TOWER

A guyed or self-supporting three (3) or four (4) sided, open, steel frame structure used to support telecommunications equipment.

LOADING SPACE

A space within the main building or on the same lot, providing for the standing, loading or unloading of trucks, having a minimum dimension of twelve (12) feet by thirty-five (35) feet and a vertical clearance of at least fourteen (14) feet.

LODGING HOUSE or ROOMING HOUSE

Same as "Boarding House."

LOT

A parcel of land occupied or intended for occupancy by a use permitted in this Chapter, including one (1) main building together with its accessory buildings, the open spaces and parking spaces required by the ordinance, and having its principal frontage upon a street or upon an officially approved place.

LOT OF RECORD

A lot which is part of a subdivision, the map of which has been recorded in the office of the Recorder of Deeds of the County of Greene, Missouri, or a parcel of land, the deed of which was recorded in the office of the Recorder of Deeds prior to the adoption of this Chapter.

LOT, CORNER

A lot abutting upon two (2) or more streets at their intersection.

LOT, DOUBLE FRONTAGE

A lot having a frontage on two (2) non-intersecting streets as distinguished from a corner lot.

MANUFACTURED HOMES

Factory-built structures; transportable in one (1) or more sections which are twenty-four (24) feet or more in width and forty-two (42) feet or more in length when assembled; designed to be occupied as a permanent single-family residential dwelling; not constructed or equipped with a permanent hitch or other device intended for the purpose of moving the structure from one place to another, other than for moving to a permanent site from the factory or distributor; has no permanently attached wheels or axles; installed on a permanent foundation; equipped with the necessary service connections; designed, manufactured, and certified to conform to the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. Section 5401).

MARIJUANA or MARIHUANA

Cannabis indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the plant and marijuana-infused products. "Marijuana" or "Marihuana" do not include industrial hemp containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one percent (3/10 of 1%) on a dry weight basis, or commodities or products manufactured from industrial hemp.

[Ord. No. 19-28, 12-10-2019]

MARIJUANA-INFUSED PRODUCTS

Products that are infused with marijuana or an extract thereof and are intended for use or consumption other than by smoking, including, but not limited to, edible products, ointments, tinctures and concentrates.

[Ord. No. 19-28, 12-10-2019]

MATERIAL

Anything printed or written, or any picture, drawing, photograph, motion picture film, videotape or videotape production, or pictorial representation, or any recording or transcription, or any mechanical, chemical, or electrical reproduction, or stored computer data, or anything which is or may be used as a means of communication. "Material" includes undeveloped photographs, molds, printing plates, stored computer data and other latent representational objects.

MEDICAL MARIJUANA CULTIVATION FACILITY

A facility licensed by the Department of Health and Senior Services or its successor agency to acquire, cultivate, process, store, transport, and sell marijuana to a medical marijuana dispensary facility, medical marijuana testing facility, or to a medical marijuana-infused products manufacturing facility.

[Ord. No. 19-28, 12-10-2019]

MEDICAL MARIJUANA DISPENSARY FACILITY

A facility licensed by the Department of Health and Senior Services, to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in the Article XIV Missouri Constitution to a qualifying patient, a primary caregiver, another medical marijuana dispensary facility, a medical marijuana testing facility, or a medical marijuana-infused products manufacturing facility.

[Ord. No. 19-28, 12-10-2019]

MEDICAL MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY

A facility licensed by the Department of Health and Senior Services, to acquire, store, manufacture, transport, and sell marijuana-infused products to a medical marijuana dispensary facility, a medical marijuana testing facility, or to another medical marijuana-infused products manufacturing facility.

[Ord. No. 19-28, 12-10-2019]

MEDICAL MARIJUANA TESTING FACILITY

A facility certified by the Department of Health and Senior Services, to acquire, test, certify, and transport marijuana.

[Ord. No. 19-28, 12-10-2019]

MEDICAL USE

The production, possession, delivery, distribution, transportation, or administration of marijuana or a marijuana-infused product, or drug paraphernalia used to administer marijuana or a marijuana-infused product, for the benefit of a qualifying patient to mitigate the symptoms or effects of the patient's qualifying medical condition.

[Ord. No. 19-28, 12-10-2019]

MOBILE HOME

Transportable, factory-built homes more than eight (8) feet in width and more than thirty-six (36) feet in length; designed to be occupied as a single-family residential dwelling; not placed on a permanent foundation; equipped with the necessary service connections; designed and manufactured to be transportable on its own running gear; and conforming to the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. Section 5401).

MODULAR HOME

Factory-built, transportable dwelling unit designed to be used by itself or to be incorporated with similar units at a point of use into a modular structure to be used for single-family housing, bearing the seal of the Missouri Public Service Commission indicating compliance with the State of Missouri Standards and Regulations for Modular Homes.

MONOPOLE TOWER

A communication tower constructed without the use of guy wires and ground anchors and consisting of only a single pole (also known as self-supporting tower).

MOTEL

A building in which lodging or boarding and lodging are provided and offered to the public for compensation. As such, it is open to the public in contradistinction to a boarding house, a lodging house or an apartment house which are herein separately defined.

MULCH

Non-living organic and synthetic materials customarily used in landscaping design to retard erosion and retain moisture.

NON-CONFORMING USE

The use of land or a building, or portion thereof, which use does not conform with the use regulations of the district in which it is situated.

OPEN SPACE

Open space shall be interpreted to mean:

8. All areas of natural plant communities or area replanted with vegetation after construction, such as revegetated natural areas; tree, shrub, hedge or ground cover planting areas; and lawns; and
9. Other areas allowed to be counted as open space as per the City of Republic Zoning and Design Code.

ORNAMENTAL TREE A deciduous tree planted primarily for its ornamental value or for screening purposes.

OVERNIGHT SHELTER

A facility providing temporary lodging on a daily basis, with or without meals, for primarily indigent, needy, homeless or transient persons.

PARKING AREA

That portion of the vehicle accommodation area set aside for the parking of one (1) vehicle.

PARKING SPACE

A surfaced area, enclosed in the main building or in an accessory building, or unenclosed, having an area of not less than one hundred eighty (180) square feet exclusive of driveways, permanently reserved for the temporary storage of one (1) automobile and connected with a street or alley by a surfaced driveway which affords satisfactory ingress and egress for automobiles.

PERFORMANCE

Any play, motion picture film, videotape, dance or exhibition performed before an audience of one (1) or more.

PERGOLA An outdoor accessory structure consisting of vertical posts or pillars and supporting cross-beams and without walls, forming a shaded walkway, passageway, or sitting area, not attached to another structure.

PERIMETER, LANDSCAPING

A six (6) foot greenspace strip which surrounds the entire premise, not including where a landscaped street buffer is required.

PERVIOUS SURFACE

See "Impervious Surface."

PLANT COMMUNITY

A natural association of plants that are dominated by one (1) or more prominent species, or a characteristic physical attribute.

PLANT SPECIES – PROHIBITED

Those plant species which are demonstrably detrimental to native plants, native wildlife, ecosystems, or human health, safety and welfare.

PORTABLE BUILDING

A subordinate building less than two hundred (200) square feet, the use of which is incidental to that of the main building, dwelling or premises, which is not erected on a permanent foundation. Portable buildings shall be constructed, erected and located in a manner that provides a convenient means of relocation.

PREMISE

Any land, consisting of one (1) or more lots or tracts of land, under single or multiple ownership, which operates as a functional unit. When developed, a premise shall also possess one (1) or more of the following criteria:

10. Shared parking.
11. Common management.
12. Common identification.
13. Common access.
14. Shared circulation.

PRESERVE AREAS

Vegetative areas required to be preserved by law.

PRINCIPAL STRUCTURE

The structure constructed on the lot intended for the purpose of the main use and conforms to the designated zoning district's regulations.

PROMOTE

To manufacture, issue, sell, provide, mail, deliver, transfer, transmute, publish, distribute, circulate, disseminate, present, exhibit, or advertise, or to offer or agree to do the same, by any means including a computer.

SCREEN

A method of reducing the impact of noise and unsightly visual intrusions with less offensive or more harmonious elements, such as plants, berms, fences, walls or any appropriate combination thereof.

SETBACK

The minimum distance required between the property line and a point of the structure nearest the property line.

SETBACK, SIDE STREET

The minimum distance required between a point of the structure nearest the right-of-way line of a

street located on the side of the structure.

SEXUALLY ORIENTED BUSINESS

An adult bookstore or adult video store, an adult cabaret, an adult motion picture theater, a seminude model studio, or a sexual encounter center as further defined by reference to the definition of those terms as now or hereafter defined in Section 573.528, RSMo., or as may be adopted in the City Code in a manner not inconsistent with Section 573.528, RSMo.

SHADE TREE

A deciduous tree planted primarily for its high crown of foliage or overhead canopy.

SHRUB

A self-supporting woody perennial plant of low-level woody, perennials plant of low to medium height characterized by multiple stems and branches continuous from the base, usually not more than ten (10) feet in height at its maturity.

SIGHT (VISIBILITY) TRIANGLE

Areas at the corners of road and driveway intersections where views of approaching traffic should not be obstructed.

STORAGE, PERSONAL OR SELF STORAGE

A building or group of buildings, commonly referred to as mini-storage, consisting of individual, small, self-contained units that are available on a rental basis for the storage of business and household goods or contractor's supplies.

STORY

That portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above it; or, if there be no floor above it, then the space between such floor and the ceiling next above it.

STORY, HALF

A space under a sloping roof which has the line of intersection of roof decking and wall face not more than three (3) feet above the top floor level, and in which space not more than two-thirds (2/3) of the floor area is finished off for use. A half story containing independent apartments or living quarters shall be counted as a full story.

STREET

All property dedicated or intended for public or private street purposes or subject to public easements therefore and more than sixteen (16) feet in width from property line to property line.

STREET LINE

A dividing line between a lot and a contiguous street.

STRUCTURAL ALTERATIONS

Any change, except those required by law or ordinance, which would prolong the life of the supporting members of a building or structure, such as bearing walls, columns, beams or girders, not including openings in bearing walls as permitted by other ordinances.

STRUCTURE

Anything constructed or erected, the use of which requires more or less ground.

STRUCTURES, ACCESSORY

A structure that:

15. Is subordinate to and serves a principal structure,
16. Is subordinate in area, extent or purpose to the principal structure,
17. Contributes to the comfort, convenience or necessity of the occupants, business or industry in the principal structure,
18. Is located on the same lot as the structure.

TOWER or COMMUNICATION TOWER

Any structure that is designed and constructed for the purpose of supporting one (1) or more antennas; including lattice towers, guy towers or monopole towers. This definition also includes any structure in which supporting the antenna array is not the primary purpose of the structure such as a water tower or utility pole. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like. This term is not intended to describe buildings or other structures that have been constructed primarily for a purpose other than supporting one (1) or more antennas, despite the fact that such structure may currently, or in the future, actually support one (1) or more antennas, not to exceed ten (10) feet above the apex of the roof in residentially zoned districts such as: satellite dishes, television antennas and radio antennas.

TRAILER OR MOBILE HOME

A vehicle used for living purposes and standing or designed to stand on wheels or rigid supports.

TRAILER PARK

An area where one (1) or more trailers can be or are intended to be parked, designed or intended to be used as living facilities for one (1) or more families.

TREE

Any self-supporting woody perennial plant which has a trunk diameter of two (2) inches or more and which normally attains an overall height of at least fifteen (15) feet at maturity, usually with one (1) main stem or trunk and many branches. It may appear to have several stems or trunks as in several varieties of oak.

UNDERSTORY

Assemblages of natural low-level woody, herbaceous, and ground cover species which exist in the area below the canopy of trees.

USE

The purpose for which land or a building is arranged, designed or intended, or for which either land or building is or may be occupied or maintained.

VEGETATION, NATIVE

Any plant species with a geographic distribution indigenous to all or part of the State of Missouri. Plant species which have been introduced by man are not native vegetation.

VEHICLE ACCOMMODATION AREA

A lot that is used by vehicles for access, circulation, parking, loading and unloading. It comprises the total of circulation areas, loading and unloading areas and parking areas.

VIABLE

When referring to a tree, shrub, or other type of plant, is a plant that, in the judgment of the City Planner, is capable of sustaining its own life processes, unaided by man, for a reasonable period of time.

WHOLESALE PROMOTE

To manufacture, issue, sell, provide, mail, deliver, transfer, transmute, publish, distribute, circulate, disseminate, or to offer or agree to do the same for purposes of resale or redistribution.

WOODLANDS, EXISTING

Existing trees and shrubs of a number, size and species that accomplish the same general function as new plantings.

XERISCAPE

Landscape methods which conserve water through the use of drought-tolerant plants and planting techniques.

YARD

An open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein. In measuring a yard for the purpose of determining the width of a side yard, the depth of a front yard or the depth of a rear yard, the minimum horizontal distance between the lot line and the main building shall be used.

YARD, FRONT

A yard extending across the front of a lot and being the minimum horizontal distance between the right-of-way or property line and the main building or any projections thereof ~~other than the projections of the usual uncovered steps, unenclosed balconies or unenclosed porches.~~ On corner lots, ~~double multi-~~frontage lots, or where the front yard is otherwise unclear, the determination of the location of the front yard shall be made by the Administrator of the BUILDS Department ~~Director of Community Development~~ or their designee.

YARD, REAR

A yard extending across the rear of a lot and being the required minimum horizontal distance between the rear lot line and the rear of the main building or any projections thereof other than the projections of uncovered steps, unenclosed balconies or unenclosed porches.

YARD, SIDE

A yard between the main building and the side line of the lot, and extending from the required front yard to the required rear yard, and being the minimum horizontal distance between a side lot line and the side of the main buildings or any projections thereof.

[CC 1999 §§26-2 — 26-3, 26-132; Ord. No. 03-56 §1, 8-25-2003; Ord. No. 03-80 §1, 11-24-2003; Ord. No. 05-82 §1, 10-10-2005; Ord. No. 05-83 §1, 11-14-2005; Ord. No. 05-96 §1, App. A §1, 12-12-2005; Ord. No. 11-20 §1, 8-8-2011; Ord. No. 19-21, 11-5-2019]

HISTORY

Amended by Ord. 21-13 on 4/6/2021

Amended by Ord. 22-15 on 4/5/2022

405.640 Accessory Structures

- A. *Permitted Accessory Structures.* Any structure or use that meets the definition in Section **405.020** may be allowed as an accessory structure.
1. Accessory structures shall include, but are not limited to, the following permitted structures:
 - a. Structures incidental to a principal structure, such as storage buildings, workshops, studios, carports or garages incidental to a permitted use.
 - b. Barn.
 - c. Playhouse.
 - d. Greenhouse.
 - e. Pool and bathhouses.
- B. *Use Limitations.* All accessory structures shall comply with the use limitations applicable in the zoning district in which they are located and with the following additional use limitations:
1. Accessory structures shall ~~not neither~~ be constructed ~~and nor~~ occupied on any lot prior to the time of the completion of the construction of the principal structure to which it is accessory. ~~unless the property is within the Agricultural Zoning District (AG).~~
 2. Accessory structures shall not be permitted in any required front yard.
 3. No accessory structure allowed under this Section shall be used as a residence unless a certificate of occupancy is issued for residential use of that structure and complies with the regulations stipulated in Section 405.648. [Ord. No. 19-25, 12-10-2019]
 4. Accessory structures shall not be placed or constructed in any easement without the permission of the Administrator of the BUILDS Department or their designee.
 5. Accessory Structures constructed in an Agricultural (AG) Zoning District.
 - a. May be constructed on a lot not occupied by a principal structure.
 - b. May be located in the required front yard as long as the accessory structure is agriculture in nature. Accessory structures located in the front yard shall abide by the zoning district's setback requirements as set forth in Article 405-V Height and Area Regulations of this chapter.
- C. *Bulk, Setback And Spacing Regulations.* All accessory structures shall comply with the bulk, setback and spacing regulations applicable in the zoning district in which they are located and with the following additional regulations: **[Ord. No. 19-25, 12-10-2019]**
1. Accessory structures shall be set back a minimum of three (3) feet from the rear property lines.
 2. Accessory structures shall be set back a minimum of three (3) feet from the side property lines.
 3. ~~Accessory structures shall otherwise comply with the bulk regulations applicable in the zoning district in which they are located.~~
 4. ~~Accessory structures which include habitable spaces shall maintain the same setbacks as is required for the principal structure located on the lot. This only applies to accessory structures in the following zoning districts: Single Family Low Density ("R1-L"), Single Family Medium Density ("R1-M"), Single Family High Density ("R2-H"), and Two-Family Residential ("R-2"). Habitable spaces, as used in this Section, refers to any building space that is used for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closet, halls, storage or utility spaces and similar areas are not considered habitable spaces.~~
 3. Excepting swimming pools, spas, ~~pergolas, and unwall ed carports,~~ and accessory structures not enclosed by walls (i.e., but not limited to, pergolas and unwall ed carports) shall not be constructed closer than ten (10) feet of the principal structure on the lot.

4. Swimming pools shall not be constructed closer than five (5) feet of the principal structure on the lot.
5. On a corner lot, accessory structures shall ~~not project beyond the front yard setback line on the adjacent lots.~~ abide by the principal structure's zoning district side street setback requirements set forth in Article 405-V Height and Area Regulations of this chapter.
6. An accessory structure may not obstruct any site sight triangle. The definition and validity of a given site sight triangle shall be determined by the Administrator of the BUILDS Department or their designee City Engineer.
7. The maximum building structure height of accessory ~~buildings structures:~~
 - a. The maximum height of the tallest sidewall or post of accessory ~~buildings structures~~ shall not exceed fifteen (15) feet in height when located at least six (6) feet from the nearest property line.
 - b. Accessory buildings structures located less than six (6) feet from any property line shall not have the tallest sidewall or post exceeding a height determined according to the table below based upon the distance from the building structure to the nearest property line.
 - c. The maximum building structure height of accessory ~~buildings structures~~ shall be determined by measuring the height of the tallest sidewall or post of the building structure from the finished floor to the top plate, truss, or girder beam of the wall or post.

GRADUATED INCREASE IN ACCESSORY STRUCTURE SEDEWALL HEIGHT	
Distance From Nearest Property Line	Maximum Sidewall Height
= 3 feet and < 4 feet	= 12 feet
= 4 feet and < 5 feet	= 13 feet
= 5 feet and < 6 feet	= 14 feet
= 6 feet	= 15 feet

8. Accessory structures to a residence on a single property shall not singularly or in total exceed seven percent (7%) of the total area of the lot. No accessory structure may exceed an area of six thousand (6,000) square feet for each five (5) acres of property owned.
 9. All accessory structures shall comply with the percentage of required landscaped area in the applicable zoning district in Section 405.770.
- D. Additional Regulations For Accessory Structures. [Ord. No. 17-20 § 2, 6-6-2017]
1. Accessory structures may require a driveway as determined by the Administrator of the BUILDS Department or their designee.
 2. All driveways accessing accessory structures from a public right-of-way or alley shall obtain approval from the City of Republic prior to installation of the driveway.
 3. All driveways accessing an accessory structure shall be constructed of a concrete or asphalt surface to the limits of the front of the accessory structure. Driveways accessing accessory buildings within the Agricultural (AG) zoning district shall be exempt from the requirement of this Subsection (D)(2).

[CC 1999 §26-50; Ord. No. 03-80 §1, 11-24-2003; Ord. No. 04-19 §1, 3-8-2004; Ord. No. 05-82 §1, 10-10-2005; Ord. No. 05-96 App. A §2, 12-12-2005; Ord. No. 07-38 §1, 5-29-2007; Ord. No. 10-24 §1, 6-14-2010]

HISTORY

Amended by Ord. [21-41](#) on 6/1/2021

405.643 Decks

A. Purpose. The purpose of this section is to regulate Decks that:

1. Maintains enough open space between adjacent properties to reduce the number of nuisances and hazards.

B. Limitations. All Decks shall comply with the following use limitations:

1. The provisions within this section are limited to residential zoning districts with a single-family dwelling and two-family dwelling as the principal structure.
2. Shall not be permitted in the front yard unless it meets the principal structure's front yard setbacks requirements set forth in Article 405-V Height and Area Regulations of this chapter.
3. Shall not be placed or constructed in any easement without the permission of the Administrator of the BUILDS Department or their designee.
4. Decks that are enclosed or covered by a roof, awning, or portico and/or attached to the principal structure must abide by the principal structure's setbacks requirements set forth in Article 405-V Height and Area Regulations of this chapter.

C. Development Standards.

1. Attachment to the Principal Structure.
 - a. Decks elevated more than (2) feet must be attached to the principal structure unless the freestanding deck is structurally supported with diagonal bracing to resist lateral loading and horizontal movement.
2. Setbacks. All Decks shall abide by the following setback requirements.
 - a. On a corner lot, decks shall abide by the principal structure's zoning district side street setback requirements set forth in Article 405-V Height and Area Regulations of this chapter.
 - b. A Deck may not obstruct any sight triangle. The definition and validity of a given sight triangle shall be determined by the Administrator of the BUILDS Department or their designee.
3. Setbacks for Freestanding Decks. Freestanding decks shall abide by the following setback requirements.
 - a. Shall be setback a minimum of 10 feet from the rear property line.
 - b. Shall be setback a minimum of 6 feet from the side property line.
 - c. Decks that are elevated more than 10 feet shall be setback from the rear property line at the same distance as the elevation of the deck.
4. Height of a Deck.

- a. To determine the height of a deck it shall be measured from grade to the top of the decking.

5. Bulk. Shall abide by the following bulk requirements.

- a. Shall not exceed seven percent (7%) of the total area of the lot in combination with other accessory structures.

405.648 Accessory Dwelling Units (ADUs)

A. Purpose. The purpose of this section is to regulate habitable accessory structures that:

- 1. Provide more housing options in an appropriate fashion with existing housing stock while efficiently using existing infrastructure.**
- 2. Maintain the character and scale of single-family residences and dwellings.**
- 3. Remain subordinate to the principal structure.**

B. Limitations. All ADUs shall comply with the following use limitations:

- 1. No lot may have more than one ADU.**
- 2. The provisions within this section are limited to zoning districts with a legal conforming single-family dwelling as the principal structure.**
- 3. This section regulates ADUs as defined in Article 405-I In General.**
- 4. The ADU must be subordinate in height and area to the principal structure on the same lot.**
- 5. The ADU will be limited to one bedroom.**

C. General Provisions. The following provisions will apply to any ADU permitted in the City of Republic.

- 1. Must be constructed on a permanent foundation.**
- 2. The applicant must obtain any required building permits deemed by the Administrator of the BUILDS Department or their designee prior to the issuance of a Certificate of Occupancy. The structure may not be occupied until a Certificate of Occupancy has been issued.**
- 3. The applicant shall provide an affidavit stating the following:**
 - a. The owner of the subject property intends to reside either in the principal structure or ADU.**
 - b. That the ADU or principal structure will only be rented or leased to a family member.**

D. Development Standards

- 1. Setbacks. Shall abide by the principal structure's zoning district setback requirements set forth in Article 405-V Height and Area Regulations of this chapter and with the following additional setback requirements.**
 - a. Shall not be located in any front yard.**
 - b. Shall not be constructed closer than ten (10) feet to the principal structure**

or any other accessory structure on the lot.

2. Bulk. The maximum square footage of an ADU shall:
 - a. Not exceed fifty percent (50%) of the principal structure.
 - b. Not exceed seven percent (7%) of the total area of the lot in combination with other accessory structures.
3. Parking. At least one additional off-street parking space, constructed of concrete or asphalt surfaces, will be required.
 - a. This requirement may be exempted if the existing off-street parking of the lot has more than the required minimums as outlined in Article 405-VI Off-Street Parking and Loading Requirements.
 - b. If additional construction of parking is required, it must meet the dimensions set forth in Article 405-VI Off-Street Parking and Loading Requirements.
 - c. All driveways accessing ADUs from a public right-of-way shall obtain approval from the BUILDS Department prior to construction of the driveway.
4. Access. If the appropriate fire services cannot be served by the placement of the ADU fire access shall be constructed.

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Code Amendment

Name of Applicant:

Accessory Structure (ORD 22-004)

Location:

540 E Civic Blvd

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:

Michael Mann

Commissioner Signature:

Michael Mann

Date:

2/13/2023

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Code Amendment

Name of Applicant:

Accessory Structure (ORD 22-004)

Location:

540 E Civic Blvd

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 type="radio"/> Yes | <input checked="" 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:

2-13-23

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Code Amendment

Name of Applicant:

Accessory Structure (ORD 22-004)

Location:

540 E Civic Blvd

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:

RANSOM ELLIS III

Commissioner Signature:

Ransom Ellis III

Date:

2/13/23

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Code Amendment

Name of Applicant:

Accessory Structure (ORD 22-004)

Location:

540 E Civic Blvd

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:

Jeff Hays

Commissioner Signature:

Date:

2/13/2023

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Code Amendment

Name of Applicant:

Accessory Structure (ORD 22-004)

Location:

540 E Civic Blvd

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:

Addition of ADUs
Clarifications of current structures

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

☒ Approval

☐ Denial

Commissioner Name:

Brian Doubrava

Commissioner Signature:

Brian Doubrava

Date:

2-13-23

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Code Amendment

Name of Applicant:

Accessory Structure (ORD 22-004)

Location:

540 E Civic Blvd

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:

C. Hyder

Commissioner Signature:

CYNTHIA HYDER

Date:

2/13/23



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-08 An Ordinance of the City Council Vacating Approximately 10,550 Square Feet of Right-of-Way Along North Turner Avenue.

Submitted By: Chris Tabor, Principal Planner

Date: March 7, 2023

Issue Statement

The BUILDS Department is requesting the vacation of approximately (10,550) square feet of Right-of-Way along North Turner Avenue.

Discussion and/or Analysis

The BUILDS Department is requesting the vacation of approximately (10,550) square feet of North Turner Avenue. The resulting ROW will match the existing portion along the developed portion of N Turner Ave.

The vacated portion of the road will be returned to the adjacent property owner and is anticipated to be incorporated into their planned development, Oakwood Heights 2nd Addition.

North Turner Avenue will maintain current functionality.

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

Transportation: The proposal will reduce ROW maintenance by approximately (10,550) feet.

Land Use: The proposal has positive development impact to adjacent properties.

Municipal Utilities: The proposal has no anticipated adverse impact on the City's water, wastewater, or stormwater systems currently in place.

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

Emergency Services: The proposal has no anticipated impact on emergency services.

Recommended Action

The BUILDS Department recommends approval of the requested Street Vacation.

AN ORDINANCE OF THE CITY COUNCIL VACATING APPROXIMATELY 10,550 SQUARE FEET OF RIGHT-OF-WAY ALONG NORTH TURNER AVENUE

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 has requested that Council vacate approximately Ten Thousand Five Hundred and Fifty Feet (10,550 feet) of right-of-way along North Turner Avenue, the legal description for which is as follows:

ALL THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 28 NORTH, RANGE 23 WEST, CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 88°30'11" EAST, WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, 549.17 FEET; THENCE SOUTH 01°58'53" WEST, 462.95 FEET TO THE NORTHEAST CORNER OF LOT 2 OF OAKWOOD HEIGHTS 1ST ADDITION, A SUBDIVISION RECORDED IN PLAT BOOK AAA PAGE 824, GREENE COUNTY RECORDER'S OFFICE; THENCE CONTINUING SOUTH 01°58'53" WEST ALONG THE EAST LINE OF SAID OAKWOOD HEIGHTS 1ST ADDITION 844.79 FEET; THENCE NORTH 88°33'57" WEST 178.72 FEET; THENCE NORTH 00°40'00" EAST 25.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°40'00" EAST 321.31 FEET; THENCE SOUTH 88°56'51" EAST 36.66 FEET; THENCE SOUTH 01°58'53" WEST 306.68 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, A DELTA OF 89°27'10", AN ARC LENGTH OF 23.42 FEET, AND A CHORD WHICH BEARS SOUTH 46°42'28" WEST HAVING A CHORD DISTANCE OF 21.11 FEET; THENCE NORTH 88°33'57" WEST 14.43 FEET TO THE POINT OF BEGINNING, AND CONTAINING 10,550 SQUARE FEET OR 0.2422 ACRE(S) OF LAND.

the same being public property located within the city limits of Republic, Missouri (the "Parcel"); and

WHEREAS, the City previously submitted its application to vacate the Parcel to the Planning and Zoning Commission ("P&Z Commission"), which then set a public hearing on the application for February 13, 2023; and

WHEREAS, a notice of the time and date of the public hearing was given by publication on January 25, 2023, in the *Greene County Commonwealth*, a newspaper of general circulation in the City, at least fifteen (15) days in advance of the public hearing; and

WHEREAS, the City gave notice of the public hearing to the record owners of all properties adjacent to the Parcel and to all record owners within 185 feet of the Parcel; and

WHEREAS, on February 13, 2023, the P&Z Commission conducted the public hearing on the City's application; and after which the P&Z Commission rendered written findings and submitted the same, together with its recommendations, to the City Council; and

WHEREAS, the P&Z Commission submitted written findings to the City Council recommending approval of the application to vacate by a vote of six (6) Ayes to zero (0) Nays; and

WHEREAS, the request to vacate was first presented to the City Council at its regular meeting on February 21, 2023, and was again presented for its final read to the City Council at its regular meeting on March 7, 2023, at which time the Council approved the vacation of the Parcel, as requested in the initial application and as recommended by the P&Z Commission.

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

- Section 1:** The portion of right-of-way along North Turner Avenue, fully described in the Legal Description herein above, is hereby vacated, and the same shall revert to the owner(s) of the adjacent lot(s) in the same proportion as it was originally taken.
- Section 2:** The City Clerk is hereby directed to record a certified copy of this Ordinance with the Recorder of Deeds for Greene County, Missouri.
- Section 3:** The whereas clauses are hereby specifically incorporated herein by reference.
- Section 4:** The provisions of this Ordinance are severable, and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 5:** This Ordinance shall 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

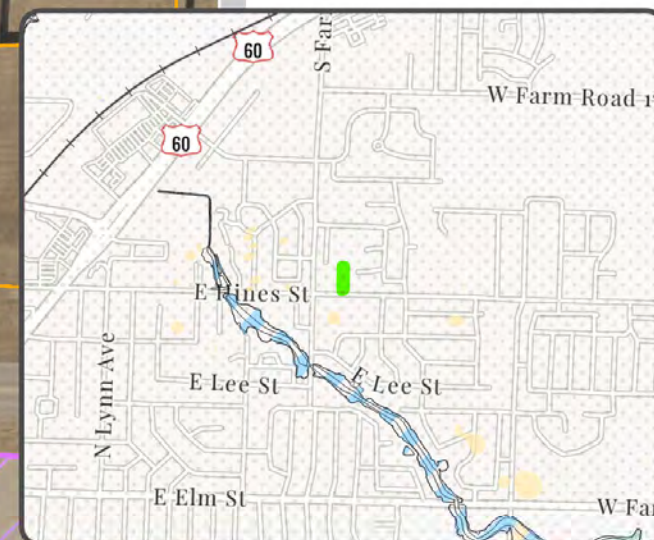
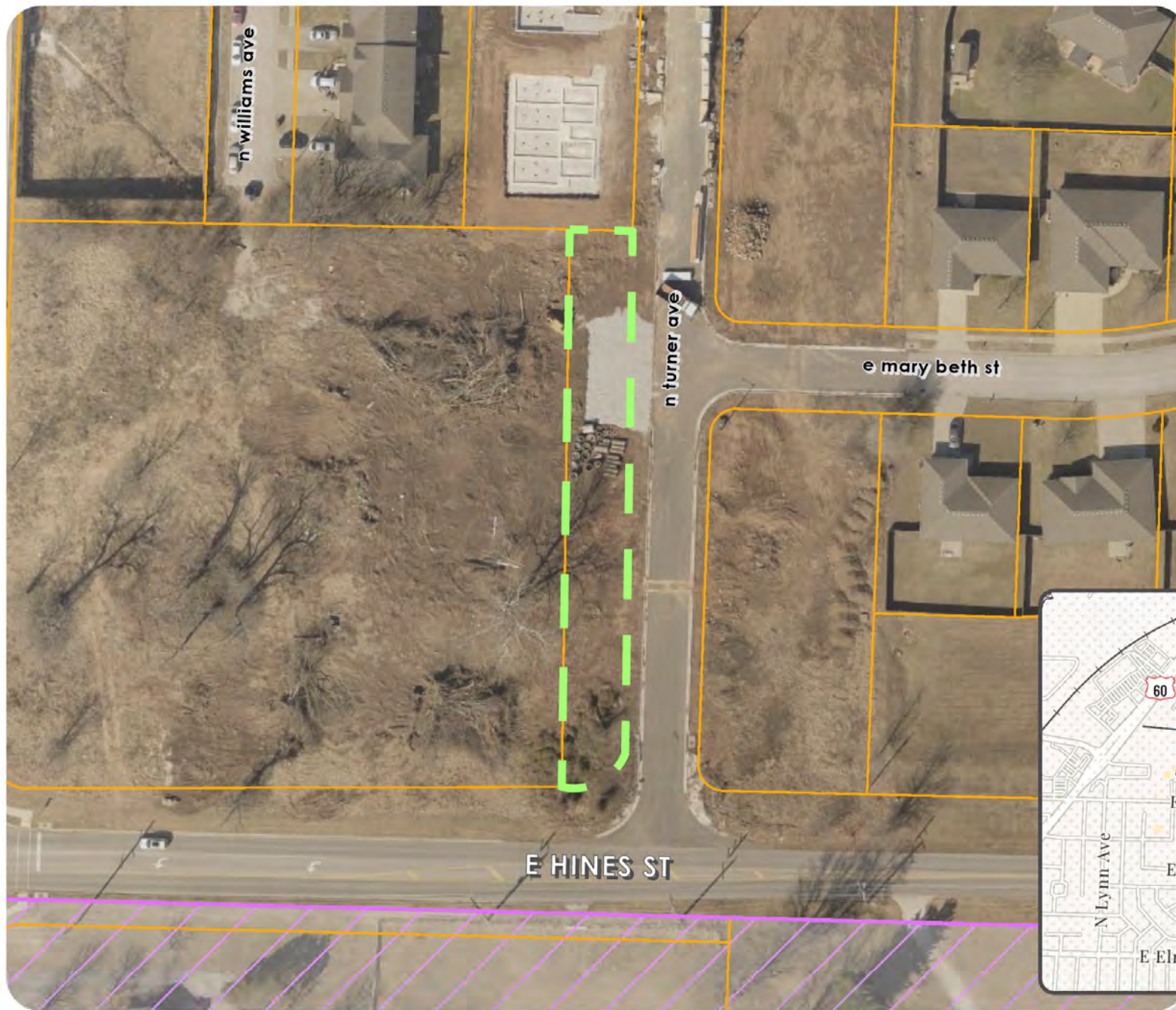
Final Passage and Vote:

Project
Vacation of N
Turner Ave

Zoning
R-3

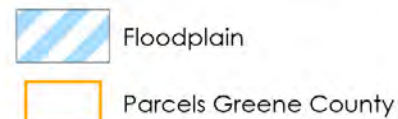
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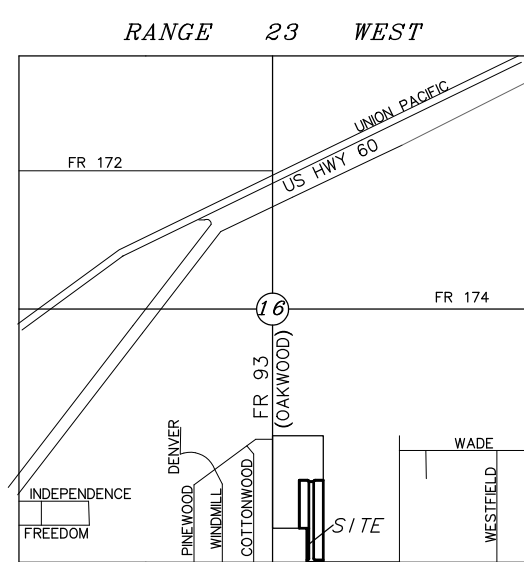
Ward
2



0 70 140 Feet

VACA 23-001





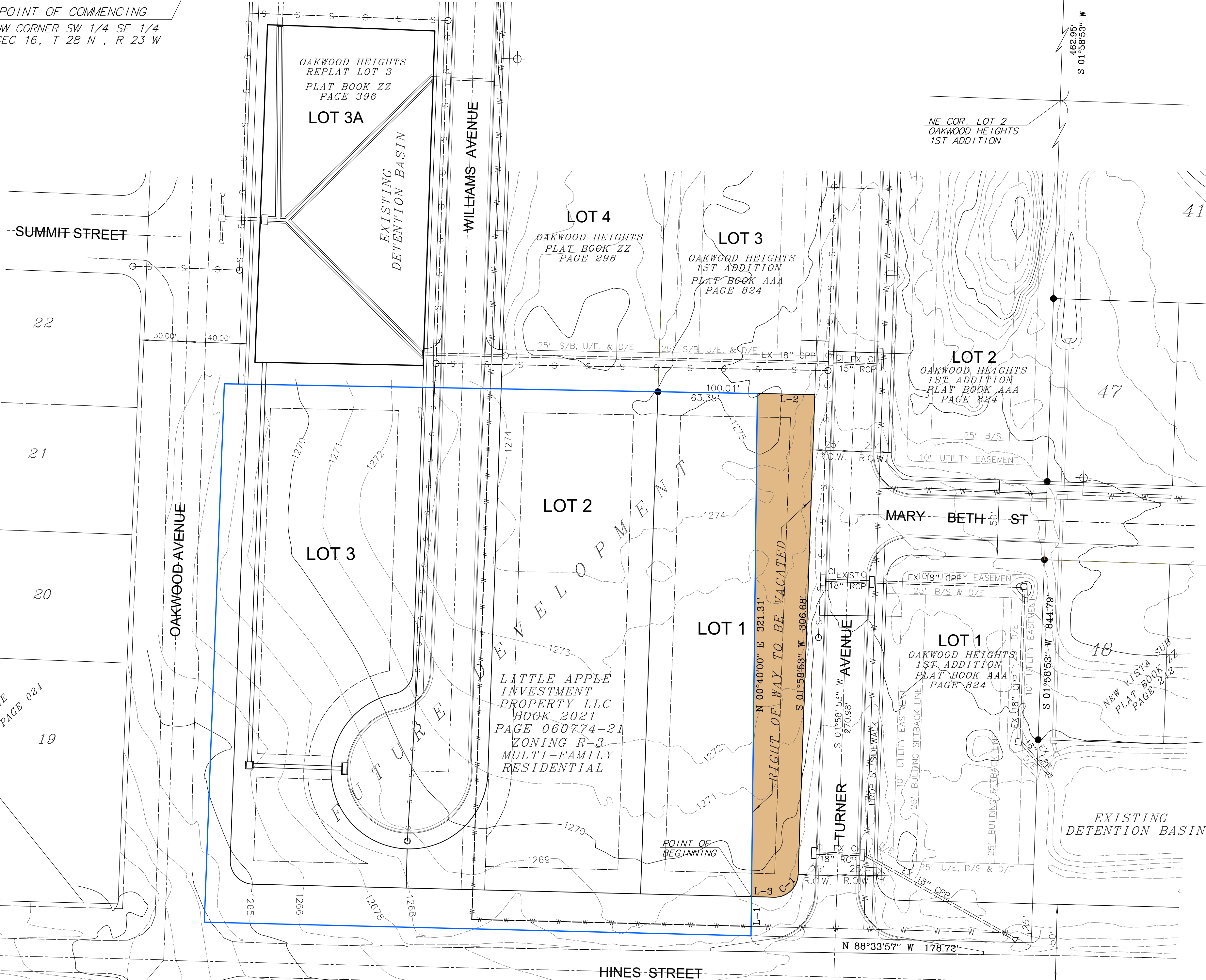
TOWNSHIP 28 NORTH
LOCATION SKETCH
SCALE 1" = 2000'

0 40' 80'
20' SCALE 1" = 40'

BASIS OF BEARINGS
GRID NORTH
MISSOURI COORDINATE
SYSTEM OF 1983
CENTRAL ZONE

POINT OF COMMENCING
NW CORNER SW 1/4 SE 1/4
SEC 16, T 28 N, R 23 W

NORTH LINE SW 1/4 SE 1/4 SEC. 16 S 88°30'11" E 549.17'



SW COR. SW 1/4 SE 1/4
SEC. 16, T 28 N, R 23 W

COURSE TABLE

LINE	BEARING	DISTANCE
L-1	N 00°40'00" E	25.00'
L-2	S 88°56'51" E	36.66'
L-3	N 88°33'57" W	14.43'

CURVE DATA

#	Radius	Delta	Length	Chord	Tangent	Chord Bearing
1	15.00'	89°27'10"	23.42'	21.11'	14.86'	S 46°42'28" W

PROPOSED VACATION OF EXISTING DEDICATED RIGHT OF WAY

A PART OF

OAKWOOD HEIGHTS 1ST ADDITION

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 16, TOWNSHIP 28 NORTH, RANGE 23 WEST
REPUBLIC, GREENE COUNTY, MISSOURI

PROPERTY DESCRIPTION

OF EXISTING DEDICATED RIGHT OF WAY TO BE VACATED

ALL THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 28 NORTH, RANGE 23 WEST, CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 88°30'11" EAST, WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, 549.17 FEET; THENCE SOUTH 01°58'53" WEST, 462.95 FEET TO THE NORTHEAST CORNER OF LOT 2 OF OAKWOOD HEIGHTS 1ST ADDITION, A SUBDIVISION RECORDED IN PLAT BOOK AAA PAGE 824, GREENE COUNTY RECORDER'S OFFICE; THENCE CONTINUING SOUTH 01°58'53" WEST ALONG THE EAST LINE OF SAID OAKWOOD HEIGHTS 1ST ADDITION 844.79 FEET; THENCE NORTH 88°33'57" WEST 178.72 FEET; THENCE NORTH 00°40'00" EAST 25.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°40'00" EAST 321.31 FEET; THENCE SOUTH 88°56'51" EAST 36.66 FEET; THENCE SOUTH 01°58'53" WEST 306.68 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, A DELTA OF 89°27'10", AN ARC LENGTH OF 23.42 FEET, AND A CHORD WHICH BEARS SOUTH 46°42'28" WEST HAVING A CHORD DISTANCE OF 21.11 FEET; THENCE NORTH

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Vacation

Name of Applicant:

Turner Ave (VAC 23-001)

Location:

540 E Civic Blvd

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:

Ransom Ellis III

Commissioner Signature:

Ransom Ellis III

Date:

2/13/23

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Vacation

Name of Applicant:

Turner Ave (VAC 23-001)

Location:

540 E Civic Blvd

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:

Vacation of original alignment of roadway that is not needed.

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

☒ Approval ☐ Denial

Commissioner Name:

Brian Doubrava

Commissioner Signature:

Brian Doubrava

Date:

2-13-23

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Vacation

Name of Applicant:

Turner Ave (VAC 23-001)

Location:

540 E Civic Blvd

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:

C. J. Hyder

Commissioner Signature:

CYNTHIA HYDER

Date:

2/13/23

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Vacation

Name of Applicant:

Turner Ave (VAC 23-001)

Location:

540 E Civic Blvd

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:

2-13-23

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Vacation

Name of Applicant:

Turner Ave (VAC 23-001)

Location:

540 E Civic Blvd

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:

Michael Mann

Commissioner Signature:

Michael Mann

Date:

2/13/23

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Vacation

Name of Applicant:

Turner Ave (VAC 23-001)

Location:

540 E Civic Blvd

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

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

Statement of Relevant Facts Found:

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

☐ Approval ☐ Denial

Commissioner Name:



Commissioner Signature:



Date:

2/13/23



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-09 An Ordinance of the City Council Approving Execution of a Developer Agreement with Republic R-III School District for the Construction of a Queuing Road for the Republic Schools Located at North Main Street And West State Highway 174.

Submitted By: Karen Haynes, BUILDS Administrator

Date: March 7, 2023

Issue Statement

The BUILDS Department is requesting approval authorizing the City Administrator to enter into a Developer's Agreement with Republic Schools for the construction of a queuing road for the schools located at North Main Street and West State Highway 174.

Discussion and/or Analysis

The Republic School District recently acquired approximately 2.86 acres, Lot 2 of the Trinity Republic Self-Storage Planned Development District (PDD), located at the 900 Block of North Main Street for the construction of a perimeter queuing road for the School District, approved by Council Fall 2022.

The Approved Development Plan includes approximately 2700 linear feet of queuing, space for 230 vehicles, for drop off and pick up at Lyon and Sweeny Schools; the road will connect directly into the school's internal road system.

The Developer's Agreement authorizes the City to partner with Republic Schools to construct the road improvements, consisting of approximately 2700 linear feet of asphalt road and associated improvements, including stormwater pipe. The City will provide labor and materials, except asphalt, which will be a pass-through cost to the School District.

The purpose of the queuing road is for drop off and pick up at Lyon and Sweeny Schools; the road will be owned and maintained by the School District. The road will reduce traffic backups on West State Highway 174 and Main Street, as well as the adjacent four-way intersection.

Recommended Action

Staff is recommending approval of the Republic School's Developer's Agreement.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING EXECUTION OF A DEVELOPER AGREEMENT WITH
REPUBLIC R-III SCHOOL DISTRICT FOR THE CONSTRUCTION OF A QUEUING ROAD FOR THE REPUBLIC
SCHOOLS LOCATED AT NORTH MAIN STREET AND WEST STATE HIGHWAY 174**

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 Republic R-III School District ("School District") recently acquired approximately 2.86 acres, Lot 2 of the Trinity Republic Self-Storage Planned Development District (PDD), located at the 900 Block of North Main Street for the construction of a perimeter queuing road for the School District ("Property"); and

WHEREAS, pursuant to the PDD Development Plan for the Property, previously approved by City Council via Ordinance 22-54, Developer seeks to construct the perimeter queuing road for the School District on the Property; and

WHEREAS, in order to construct the queuing road, certain public improvements need to be constructed on and near the Property; and

WHEREAS, the City and Developer wish to enter into a Developer Agreement that would authorize the City to partner with the School District in constructing the queuing road; and

WHEREAS, under the Developer Agreement, the City would provide labor and materials for the construction, with the exception of labor and materials for asphalt, the costs for which would be borne by the School District; and

WHEREAS, construction of the queuing road on or about the Property will significantly reduce the traffic challenges on West State Highway 174 and Main Street, as well as the adjacent four-way intersection, thereby improving ingress and egress for the City's residents and increasing roadway safety by reducing the potential for crashes related to the traffic challenges; and

WHEREAS, the Council finds the Developer Agreement is in the City's best interests as it will help to ease the traffic burdens and potential for crashes on the affected City roadways, thereby increasing roadway safety for the City's residents and guests.

**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 Developer Agreement with the Republic R-III School District ("School District") for the public improvements referenced herein, in substantially the same form 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 _____, 2022.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT ("Agreement") is entered into this _____ day of _____, 2023, by and between the City of Republic Missouri ("City") and Republic R-III School District ("Developer"). City and Developer are sometimes referred to herein individually as the "Party" or collectively as the "Parties."

WITNESSETH:

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

WHEREAS, Developer is a Missouri School District, and

WHEREAS, Developer is currently the owner of or has a valid contract to purchase real property in the City of Republic located at the 900 Block of North Main Street, legally described in the preliminary improvement plans labeled "Exhibit A" attached hereto and incorporated by reference into this Agreement, ("Property"), and is in the process of developing a new commercial area on the Property in order to facilitate new development, and

WHEREAS, the Parties have recognized the opportunity to partner on the construction of a queuing road for the Republic School System, benefiting the City's overall transportation system, and

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

WHEREAS, the purpose of this Agreement is to memorialize the Parties' agreed upon respective responsibilities for improvements on or to the Property benefiting the City's transportation system, as set forth in the Final Plans.

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

1. Ability to Contract: Developer represents and warrants that it has the ability to enter into this Agreement, and holds all ownership interest in the Property required to execute this Agreement and to fulfill all terms contained herein.
2. Public Improvements:
 - a. Work Under This Agreement: In exchange for Developer's promises herein, City agrees that it shall provide for, arrange, construct, complete, plan, or coordinate the public improvements described in this Agreement ("Public Improvements").
 - b. Construction Period and Cost Estimates: The Parties agree that City's construction of the Public Improvements cannot be reasonably determined until completed engineering plans are delivered to City. Developer agrees to provide complete signed and sealed engineering drawings to City within sixty (60) days after the execution of this Agreement. City shall then have ten (10) business days to review the completed

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

- c. Road Improvements: The Parties may elect to work together in the installation, planning, and coordination for queuing roadway improvements to the Property according to the Approved Final Plans ("Road Improvements"), prior to the expiration of the Construction Period. City has the sole discretion to determine whether such Road improvements are practical and appropriate, in light of the totality of the circumstances presented, to make such allocation of City resources. Road Improvements will be located on the Property, as depicted on the Approved Final Plans. City hereby represents and warrants that it has the power and authority to make the Road Improvements if elected by both parties. ("Road Improvements" are included within the scope of "Public Improvements" herein).
- d. Work Performed: City will be the sole judge of the work required to fully and properly complete the Public Improvements and meet any other obligations of the City under this Agreement, including but not limited to, the work to be performed, the contractors or subcontractors hired to do the work to be performed, the engineer(s) selected, the construction methods used, equipment, materials and supplies to be used, the location and quality of the work.
- e. Site Access: At all times during the course of this Agreement, Developer and/or its authorized representatives shall have access to the worksite(s) and shall provide sufficient competent personnel to visit and inspect the worksite(s) and work being

performed. City, its workers, subcontractors, suppliers, and representatives shall have access to the worksite(s) at all times during the course of this Agreement.

3. Costs of the Public Improvements:

- a. Engineering Plans Costs: Developer shall be solely responsible for all costs of the engineering plans and/or construction drawings for the Public Improvements. Any engineering plans and/or construction drawings are subject to rejection, revision, or approval by City, in its sole discretion/opinion, as reasonably necessary to complete the Public Improvements
- b. Public Improvements Costs: City shall be solely responsible for the direct costs of the Public Improvements, namely, grading, aggregate, fill materials, and stormwater (piping and installation). Developer shall be responsible for all costs associated with asphalt for the Road Improvements, as outlined below in sub-paragraph (i).
 - i. Asphalt: City will initially pay the cost of asphalt materials and labor for the Road Improvements. Although City will initially pay for such costs, Developer shall be responsible for reimbursement to City for such costs. The Parties agree the actual costs to be reimbursed to City by Developer for the asphalt materials and labor shall include the actual costs incurred by City for asphalt materials used toward the Road Improvements and the actual expenses incurred by City for (1) the labor of non-City employees including contractors and subcontractors, (2) transportation, (3) taxes, (4) ensuring compliance with local, state, and federal public works laws and regulations, and (5) all other services and facilities necessary for the execution and completion of the Road Improvements.
 - ii. Electrical, Gas, Telecommunication: All costs related to electrical, gas, or telecommunication for the Property shall be the sole responsibility of Developer.
- c. Invoicing: After materials have been purchased and/or work has commenced under this Agreement, City will invoice Developer on or about the fifteenth (15th) day of every month for the actual costs incurred by City for expenses allowed under this Agreement. Developer shall have twenty (20) days following receipt of any such invoice to obtain the reasonable approval of such invoice from its engineer, and twenty (20) days thereafter to pay City such approved invoice. Lien waivers executed by any non-City payee shall be delivered to Developer at the same time Developer pays City in accordance with the above. If Developer does not pay any invoice from City to Developer in accordance with the above, City has the right to stop all work under this Agreement. Developer will be allowed to keep a twenty percent (20%) retainage on all materials billed by to Developer by City. Said retainage will be noted by City in invoices sent to Developer and tracked by City. Said retainage will be completely payable by Developer to City after the Public Improvements are installed by City and after invoiced by City and payable under this paragraph.
- d. City Administrative Personnel: City will not invoice or attempt to collect any payment from Developer under this Agreement for the labor costs of City's administrative

personnel which include the City Administrator/Deputy City Administrator, BUILDS Administrator/Assistant Administrator, BUILDS Public Works and Inspector personnel, or Finance personnel. Further, City agrees not to bill Developer under this Agreement for labor costs of the City Attorney unless allowed under this Agreement.

- e. Purchasing Policy: City will use the current Purchasing Policy approved by the City Council and associated Administrative Policies in order to facilitate request for proposals, request for qualifications, request for bids, or written quotes to determine the lowest price qualified provider of materials and/or services. In so doing, City will abide by all local, state, and federal laws and regulations, including those regarding public works projects. Developer will be provided by City with all bids and/or quotes once they are opened to the public in accordance with the Sunshine Law, Chapter 610, RSMo. and other applicable law. In the event Developer determines it has a legally justifiable reason to oppose City's utilization of any responding entity, such as by objecting to competence of said entity, Developer may, within three (3) business days of receiving a copy/copies of the bid(s), provide City notice of its objection or other opposition in writing. City is not required to accept or reject any response based on the opposition of Developer, and will at all times comply with applicable law.
 - f. Funds Deposits: Developer agrees that any funds remitted to City under this Agreement belong to the City on receipt. Under no circumstances will any funds paid by Developer to the City be construed as belonging to Developer or being held in trust or for the benefit of Developer, and such payments shall be deposited and/or used for such public purposes as the City determines within its lawful discretion.
4. Tax Consequences: No warranty or representation of any kind as to the tax consequences, potential or actual, if any, is made by the Parties under this Agreement or in connection with this Agreement.
 5. Ownership in Public Improvements: Developer will neither have nor gain any ownership or other interest in Public Improvements by way of or under this Agreement.
 6. Easements: Developer agrees to execute any easements and/or rights-of-way reasonably required by City, including the coordination and execution of any easements with third party property owners, in order to perform the work contemplated by this Agreement and in order for City to perform said work on the Property. Prior to construction, Developer shall provide to City, at no cost to City, any such easements, including any temporary construction easements required for third party property owners to perform the work contemplated by this Agreement. The Parties agree that City may need further easements and/or rights-of-way that allow for the extension of the Public Improvements. The Parties agree to negotiate in good faith to allow City to acquire further easements from Developer to extend the Public Improvements to adjoining properties in the future if determined to be required. Should any easements and/or rights-of-way under this Agreement not be in use and no longer necessary for the Parties to complete the work contemplated by this Agreement, the City agrees to take all steps necessary to vacate said easements and/or rights-of-way within 90 days of being notified by the Developer, of its desire to vacate the easements and/or rights-of-way executed

pursuant to this Agreement. The Parties agree and understand such vacation requires multiple steps, including a public hearing, a hearing and recommendation before the City's Planning and Zoning Commission, and approval by the City Council through an Ordinance.

7. Conflict of Interest: No salaried officer or employee of the City, and no member of the City Council, shall have a financial interest, direct or indirect, in this Agreement.
8. Entire Agreement: This Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements unless excluded herein. This Agreement may not be modified or amended other than in writing signed by the Parties.
9. Default by Developer and Termination: If, through any cause, Developer shall default on its obligations under this Agreement by (1) failing to timely fulfill its duties defined herein, (2) violating any of the covenants, agreements or stipulations herein, or (3) becoming insolvent, City shall deliver written notice of the default to Developer. If Developer fails to cure the default within thirty (30) days of receiving notice from City (or such longer period of time as is reasonably necessary to effect a cure, provided Developer initiates efforts to cure the default as soon as practicably possible and continues pursuit of the same to completion), then City shall have the right to terminate this Agreement by giving at least five (5) business days prior written notice of such termination, specifying the effective date thereof. If City elects to terminate under this provision, Developer shall be responsible to City for all of City's actual costs in the Public Improvements up to and including the date of termination.
10. Default by City and Termination: If, through any cause, City shall default on its obligations under this Agreement by (1) failing to timely fulfill its duties defined herein, (2) violating any of the covenants, agreements or stipulations herein, or (3) becoming insolvent, Developer shall deliver written notice of the default to City. If City fails to cure the default within thirty (30) days of receiving notice from Developer (or such longer period of time as is reasonably necessary to effect a cure, provided City initiates efforts to cure the default as soon as practicably possible and continues pursuit of the same to completion), then Developer shall have the right to terminate this Agreement by giving at least five (5) business days prior written notice of such termination, specifying the effective date thereof. If Developer elects to terminate under this provision, Developer shall be responsible to City for all of City's actual costs in the Public Improvements up to and including the date of termination. Termination of this Agreement shall be the sole remedy of Developer for any default by City under this Agreement.
11. Jurisdiction and Venue: This Agreement shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri.
12. Dispute: In the event City is the prevailing party in any litigation or formal dispute resolution (i.e., binding arbitration or third-party mediation) arising out of or relating to this Agreement,

City shall be entitled to recover from Developer all reasonable attorneys' fees and expenses incurred in connection with such litigation and/or dispute resolution.

13. Liability: Developer acknowledges and agrees that the type of work to be performed under this Agreement may cause temporary or permanent damage to the Property, and Developer agrees the City shall not be liable for any damages caused to the Property in the course of completing the Public Improvements. Nothing in this Agreement shall generally be construed to create or impose any liability on the part of City for any direct, special, indirect, liquidated, or consequential damages.
14. Independent Contractor: The Parties to this Agreement are entirely separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties.
15. Execution: The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act ("ESIGN"). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.
16. Survival: This Agreement shall be binding upon and inure to the benefit of the Parties 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 to Developer under this Agreement shall run with the Property and shall be enforceable by and for the benefit of any and all successor owners of the Property without further consideration to or consent by the City. The Parties acknowledge and agree that at the request of any party, a memorandum of this Agreement shall be duly executed by the Parties and recorded in the real estate records of Greene County, Missouri; provided, however, this Agreement shall be binding and enforceable as between the City and any current or future owner of the Property without recording thereof.
17. Headings: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
18. Whereas Clauses: The "whereas" clauses stated above are incorporated by reference as though fully set forth herein, and shall be considered material terms of this Agreement.
19. Assignment: This Agreement may not be assigned by any party without the prior written consent of all Parties.

20. Public Entity and Officer Immunity and Defenses: In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of any rights or defenses with regard to applicable sovereign, governmental, official, or any individual immunities and any other protections or defenses as provided by federal and state constitutions, statutes, and laws. The procurement and maintenance of insurance shall not be construed as waiving any such defense otherwise available.
21. Severability Clause: A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.
22. Contingent Upon Funds and Approval: This Agreement is expressly contingent and conditioned upon (1) the allocation of sufficient funds for City to use toward its obligations under this Agreement, and (2) the approval of the City Council for the City of Republic, Missouri, by duly executed Ordinance. Developer acknowledges and agrees it has no standing or right of action against City in the event City is unable to perform its obligations under this Agreement as a result of insufficient funds or disapproval by its City Council.
23. Supplemental Agreements/Additional Action: The Parties agree to cooperate fully, to execute any supplemental agreements, and to take other additional actions reasonably necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
24. Waiver: The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.
25. Contract Documents: The Agreement shall consist of the following:
- a. This Developer Agreement, fully executed;
 - b. Exhibit A – Preliminary Improvement Plans;
 - c. Final Plans, once approved;
 - d. The Amendment, as referenced in paragraph 2(b) of this Agreement; and
 - e. Any other properly executed amendments or addendums hereto.
26. Notices: Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or when notice is received after being deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

To City:

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

To Developer:

Republic R-III School District
Attn: Dr. Matt Pearce
636 North Main Street
Republic, MO 65738

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

Republic R-III School District

CITY OF REPUBLIC

(Signature)

David Cameron, City Administrator

(Printed Name)

(Date)

(Title)

Attest: Laura Burbridge, City Clerk

(Date)

(Date)

Approved as to Form:

Megan McCullough, City Attorney

(Date)

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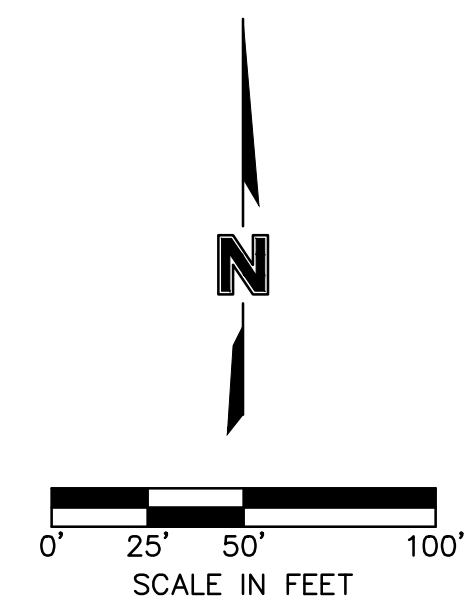


EXHIBIT	
	303



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-10 An Ordinance of the City Council Authorizing the Issuance, Sale and Delivery of Special Obligation Bonds, Series 2023, of the City of Republic, Missouri; Approving Certain Documents and Authorizing Certain Other Actions in Connection Therewith.

Submitted By: Jared Keeling, Parks & Recreation Director

Date: March 7, 2023

Issue Statement

An ordinance to receive special obligation bonds to fund Parks & Recreation capital improvement projects.

Discussion and/or Analysis

These special obligation bonds will provide funding for Parks & Recreation capital improvement projects to include expansion of the Republic Aquatic Center and a community event space at J.R. Martin Park (Phase 1). Both projects, in addition to the regional community park/athletic complex, were included as part of the ¼ Cent Parks Capital Improvements Sales Tax renewed by voters in August 2022.

Specific actions include:

- Republic Aquatic Center expansion includes the addition of a 575 ft. lazy river, additional zero-depth entry area, expanded party zones, cabanas, and two additional slides (project alternate). Prior architectural and engineering fees can also be reimbursed by these bonds.
- J.R. Martin Park (Phase 1) includes the addition of a large farmers market/event pavilion, plaza area with seating, food truck space, art elements, and expanded parking. Prior architectural and engineering fees can also be reimbursed by these bonds.
- Any additional funding remaining from the initial parks' debt issuance can be used for early architectural and engineering fees for the regional community park/athletic complex project.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF SPECIAL OBLIGATION BONDS, SERIES 2023, OF THE CITY OF REPUBLIC, MISSOURI; APPROVING CERTAIN DOCUMENTS AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

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 is authorized under the provisions of the Missouri Constitution and the City Charter to issue and sell special obligation bonds for the purpose of providing funds to finance and refinance the costs of certain capital improvements and to provide that the principal of and interest on such special obligation bonds shall be payable solely from the revenues derived from annual appropriations by the City Council; and

WHEREAS, the City desires to finance the costs of capital improvements including, but not necessarily limited to, the expansion of the aquatic center and the construction of a new community event space (collectively, the "**Projects**"), with proceeds received from the sale(s) of an issue of special obligation bonds; and

WHEREAS, the Council finds it is in the best interest of the City and its residents that Special Obligation Bonds, Series 2023, be issued and secured in the form and manner as hereinafter provided to provide funds for the Projects;

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Ordinance shall have the following meanings:

"Bond Counsel" means Gilmore & Bell, P.C., St. Louis, Missouri, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

"Bond Payment Date" means any date on which the principal or Redemption Price of or interest on any Bond is payable.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated March 7, 2022, between the City and the Underwriter, in substantially the form attached as **Exhibit C**.

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept at the principal payment office of the Paying Agent.

“Bonds” means the Special Obligation Bonds, Series 2023, authorized and issued by the City pursuant to this Ordinance.

“Business Day” means a day, other than a Saturday, Sunday or holiday, on which the Paying Agent is scheduled in the normal course of its operations to be open to the public.

“City” means the City of Republic, Missouri, and any successors or assigns.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

“Continuing Disclosure Undertaking” means the Continuing Disclosure Undertaking dated as of March 1, 2023, delivered by the City, in substantially the form attached as **Exhibit D**.

“Debt Service Fund” means the fund by that name referred to in **Section 501**.

“Defaulted Interest” means interest on any Bond that is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations, if and to the extent the same are at the time legal for investment of the City’s funds:

- (a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or
- (b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

- (1) the obligations are not subject to redemption prior to maturity or the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

- (2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal, premium, if any, and interest payments on such obligations;

- (3) such cash and the principal of and interest on such United States Government Obligations serving as security for the obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

- (4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations serving as security for the obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated by a nationally recognized rating service in the same rating category or higher as United States Government Obligations.

“FAST Agent” means the Paying Agent when acting as agent for the Securities Depository in accordance with rules established by the Securities Depository for Fast Automated Securities Transfers.

“Federal Tax Certificate” means the Federal Tax Certificate dated March 23, 2023, delivered by the City, in substantially the form attached as **Exhibit E**.

“Fiscal Year” means the fiscal year of the City, currently the period beginning January 1 and ending December 31.

“Interest Payment Date” means the Stated Maturity of an installment of interest on any Bond.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or by call for redemption or otherwise.

“Ordinance” means this Ordinance authorizing the issuance of the Bonds, as amended from time to time.

“Outstanding” means, when used with reference to Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 701**; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Paying Agent” means UMB Bank, N.A., Kansas City, Missouri, and any successors or assigns.

“Permitted Investments” means any securities or investments that are lawful for the investment of the City’s moneys.

“Person” means any natural person, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or other public body.

“Preliminary Official Statement” means the Preliminary Official Statement, in substantially the form attached as **Exhibit B**.

“Projects” means the capital improvements financed with the Bonds, including but not limited to the expansion of the aquatic center and the construction of a new community event space.

“Projects Fund” means the fund by that name referred to in **Section 501**.

“Rebate Fund” means the fund by that name referred to in **Section 501**.

“Record Date” for the interest payable on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month preceding such Interest Payment Date.

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Ordinance.

“Redemption Price” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Registered Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

“Securities Depository” means The Depository Trust Company, New York, New York.

“Special Record Date” means the date prior to the payment date of Defaulted Interest fixed by the Paying Agent pursuant to **Section 204**.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“Underwriter” means Stifel, Nicolaus & Company, Incorporated, St. Louis, Missouri, the original purchaser of the Bonds.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the same rating category as the United States of America or higher by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

ARTICLE II**AUTHORIZATION OF BONDS**

Section 201. Authorization of Bonds. There is hereby authorized and directed to be issued a series of bonds of the City, designated "Special Obligation Bonds, Series 2023," in the principal amount of \$[*Principal Amount*] (the "Bonds"), for the purpose of providing funds to (1) pay the costs of the Projects and (2) pay the costs of issuing the Bonds.

Section 202. Description of Bonds. The Bonds shall consist of fully-registered bonds, numbered from 1 upward, in denominations of \$5,000 or any integral multiple thereof. The Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in **Exhibit A** and shall be subject to registration, transfer and exchange as provided in **Section 205**. The Bonds shall be dated the date of original issuance and delivery thereof, shall become due in the amounts on the Stated Maturities, and shall bear interest at the rates per annum, as follows:

SERIAL BONDS

Stated Maturity (May 1)	Principal Amount	Annual Rate of Interest
2024	\$	%
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		

TERM BONDS

Stated Maturity (May 1)	Principal Amount	Annual Rate of Interest
2040	\$	%
2043		

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to

which interest has been paid or duly provided for, payable semiannually on May 1 and November 1 in each year, beginning on November 1, 2023.

Section 203. Designation of Paying Agent.

(a) UMB Bank, N.A., Kansas City, Missouri, is hereby designated as the City's paying agent for the payment of principal of and interest on the Bonds and as bond registrar with respect to the registration, transfer and exchange of Bonds (herein called the "Paying Agent").

(b) The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first-class mail to each Registered Owner. The Paying Agent may at any time resign and be discharged from its duties and responsibilities hereunder by giving written notice by first-class mail to the City and the Registered Owners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of the Paying Agent.

(c) Every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company located in the State of Missouri, organized and in good standing and doing business under the laws of the United States of America or of the State of Missouri and subject to supervision or examination by federal or state regulatory authority.

(d) The Paying Agent shall be paid its fees and expenses for its services in connection herewith.

Section 204. Method and Place of Payment of Bonds.

(a) The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

(b) Payment of the principal of or interest on any Bond shall be made (1) by check or draft of the Paying Agent mailed to each Registered Owner as of the commencement of business of the Paying Agent on the Record Date for such Bond Payment Date or (2) by electronic transfer to such Registered Owner upon written notice delivered to the Paying Agent not less than 15 days before the Record Date from and signed by such Registered Owner containing electronic transfer instructions including the name of the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed, together with an acknowledgement that an electronic transfer fee may be applicable.

(c) Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special

Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent unless the City and the Paying Agent agree to a shorter time) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment, unless the City and the Paying Agent agree to a shorter time. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first-class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days before the Special Record Date.

(d) The Paying Agent shall keep a record of the principal, Redemption Price and interest paid on all Bonds and shall, at least annually and upon the written request of the City, forward a copy or summary of such record to the City.

Section 205. Registration, Transfer and Exchange of Bonds.

(a) The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the principal payment office of the Paying Agent as herein provided. Each Bond when issued shall be registered in the name of the Registered Owner thereof on the Bond Register.

(b) Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal payment office of the Paying Agent, or such other office designated by the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

(c) In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. If any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

(d) The City and the Paying Agent shall not be required (1) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** and during the period of 15 days next preceding the date of mailing of such notice of redemption, or (2) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204**.

(e) The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

(f) At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in principal amount of the Bonds then-Outstanding or any designated representative of such Registered Owners whose authority is evidenced to the satisfaction of the Paying Agent.

Section 206. Execution, Authentication and Delivery of Bonds.

(a) The Bonds, including any Bonds issued in exchange or as substitution for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk and shall have the official seal of the City affixed thereto or imprinted thereon. If any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such Person had remained in office until delivery. Any Bond may be signed by such Persons who at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Paying Agent for authentication.

(c) The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A**, which shall be manually executed by an authorized signatory of the Paying Agent, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to or upon the order of the Underwriter or shall hold the Bonds as FAST Agent for the benefit of the Beneficial Owners (as defined herein), upon payment to the City of the purchase price of the Bonds plus accrued interest, if any, to the date of their delivery.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If (1) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (2) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

(b) If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Paying Agent, in its discretion, may pay such Bond instead of delivering a new Bond.

(c) Upon the issuance of any new Bond under this Section, the City or the Paying Agent may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) in connection therewith.

(d) Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be canceled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so canceled and shall file an executed counterpart of such certificate with the City.

Section 209. Preliminary and Final Official Statement.

(a) The Preliminary Official Statement, in substantially the form attached as **Exhibit B**, is hereby ratified and approved, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Underwriter in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

(b) For the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Underwriter a letter or certification to such effect and to take such other

actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Underwriter to comply with the requirements of such Rule.

(c) The City agrees to provide to the Underwriter within seven business days of the date of the sale of the Bonds sufficient copies of the final Official Statement to enable the Underwriter to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 210. Sale of Bonds. The Mayor is hereby authorized to enter into the Bond Purchase Agreement with the Underwriter, under which the City will sell the Bonds to the Underwriter at a purchase price of \$_____ (which is equal to the par amount of the Bonds, plus [*a net*] original issue premium of \$_____, and less an underwriting discount of \$_____), plus accrued interest to the date of delivery, if any, upon the terms and conditions set forth therein and with such changes therein as shall be approved by the Mayor. The Mayor is hereby authorized to execute the Bond Purchase Agreement for and on behalf of the City, and his signature thereon shall be conclusive evidence of his approval thereof.

Section 211. Securities Depository.

(a) For purposes of this **Section 211**, the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the Person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such Person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of the Securities Depository, and any successor nominee of the Securities Depository with respect to the Bonds.

“Participant” shall mean any broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter from the City and the Paying Agent to the Securities Depository with respect to the Bonds.

(b) The Bonds shall be initially issued as one single authenticated fully-registered bond for each Stated Maturity. Upon initial issuance, the ownership of such Bonds shall be registered in the Bond Register kept by the Paying Agent in the name of Cede & Co., as nominee of the Securities Depository. The Paying Agent and the City may treat the Securities Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or Redemption Price of and interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Registered Owners of Bonds under this Ordinance, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Paying Agent nor the City shall be affected by any notice to the contrary. Neither the Paying Agent nor the City shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Bonds under or through the Securities Depository or any Participant, or any other Person which is not shown on the Bond Register kept by the Paying Agent as being a Registered Owner of any Bonds, with respect to the accuracy of any records maintained by the Securities Depository or any Participant, with respect to the payment by the Securities Depository or any

Participant of any amount with respect to the principal or Redemption Price of and interest on the Bonds, with respect to any notice which is permitted or required to be given to the Registered Owners of Bonds under this Ordinance, with respect to the selection by the Securities Depository or any Participant of any Person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by the Securities Depository as Registered Owner of the Bonds. The Paying Agent shall pay all principal or Redemption Price of and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal or Redemption Price of and interest on the Bonds to the extent of the sum or sums so paid. No Person other than the Securities Depository (or the Paying Agent as FAST Agent) shall receive an authenticated Bond for each separate Stated Maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by the Securities Depository to the Paying Agent of written notice to the effect that the Securities Depository has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) If Participants holding a majority position in the Bonds determine that it is in the best interest of the Beneficial Owners that they be able to obtain certificated Bonds, the Participants may notify the Securities Depository and the Paying Agent, whereupon the Securities Depository shall notify the Participants of the availability through the Securities Depository of Bond certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. The Securities Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Paying Agent and discharging its responsibilities with respect thereto under applicable law. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of the Securities Depository, all payments with respect to the principal or Redemption Price of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Securities Depository as provided in the Representation Letter.

(e) If any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Paying Agent from the Registered Owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Ordinance. If Bonds are issued to holders other than Cede & Co., its successor as nominee for the Securities Depository as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of this Ordinance shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds and the method of payment of the principal or Redemption Price of and interest on such Bonds. If Bonds are issued to holders other than the Securities Depository, the Paying Agent may rely on information provided by the Securities Depository or any Participant as to the names, addresses of and principal amounts held by the Beneficial Owners of the Bonds.

ARTICLE III**REDEMPTION OF BONDS****Section 301. Redemption of Bonds.**

(a) *Optional Redemption.* At the option of the City, the Bonds or portions thereof maturing on May 1, 2034* and thereafter may be called for redemption and payment prior to their Stated Maturity on May 1, 2033* and thereafter as a whole or in part at any time at the Redemption Price of 100% of the principal amount thereof plus accrued interest thereon to the Redemption Date.

(b) *Mandatory Redemption.* The Bonds maturing in 2040* and 2043* (the "Term Bonds") are subject to mandatory redemption and payment prior to their Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price of 100% of the principal amount thereof plus accrued interest thereon to the Redemption Date on May 1 in each of the years and in the amounts set forth below:

Term Bonds Maturing May 1, 2040*

<u>Year</u>	<u>Principal Amount</u>
2039	\$
2040 [†]	

[†] Final Maturity

Term Bonds Maturing May 1, 2043*

<u>Year</u>	<u>Principal Amount</u>
2041	\$
2042	
2043 [†]	

[†] Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the City may: (1) deliver to the Paying Agent for cancellation Term Bonds, in any aggregate principal amount desired, (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds from any Registered Owners thereof, whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical or (3) receive a credit with respect to the mandatory redemption obligation of the City under this Section for any Term Bonds which prior to such date have been redeemed (other than through the operation of the requirements of this Section) and canceled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this Section. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem Term Bonds of the same Stated Maturity on such Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term

Bonds of the same Stated Maturity in chronological order, and the principal amount of Term Bonds of the same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the City intends to exercise any option granted by the provisions of clause (1), (2) or (3) above, the City will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.

Section 302. Selection of Bonds to be Redeemed.

(a) The Paying Agent shall call Bonds for optional redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of written instructions from the City specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met. The foregoing provisions of this paragraph shall not apply to the mandatory redemption of Term Bonds, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Paying Agent shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed in such order of their Stated Maturities as determined by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount in such equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds, when Bonds of denominations greater than \$5,000 are then-Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption.

(a) Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on the City's behalf by mailing a copy of an official redemption notice by first-class mail at least 30 days before the Redemption Date to each Registered Owner of the Bonds to be redeemed at the address shown on the Bond Register.

(b) All official notices of redemption shall be dated and shall contain the following information:

(1) the Redemption Date;

(2) the Redemption Price;

(3) if less than all Outstanding Bonds are to be redeemed, the identification number and Stated Maturity, and in the case of a partial redemption of any Bonds, the respective principal amounts, of the Bonds to be redeemed;

(4) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(5) the place where such Bonds are to be surrendered for payment of the Redemption Price.

(c) The failure of any Registered Owner to receive the foregoing notice or any defect therein shall not invalidate the effectiveness of the call for redemption.

(d) Any notice of optional redemption may be conditioned upon moneys being on deposit with the Paying Agent on or before the Redemption Date in an amount sufficient to pay the Redemption Price on the Redemption Date. If such notice is conditional and either the Paying Agent receives written notice from the City that moneys sufficient to pay the Redemption Price will not be received on the Redemption Date, or such moneys are not received on the Redemption Date, then such notice shall be of no force and effect, the Paying Agent shall not redeem such Bonds and the Paying Agent shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not or will not be so received and that such Bonds will not be redeemed.

(e) Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

(f) Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, the Paying Agent shall prepare for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be canceled and destroyed by the Paying Agent as provided herein and shall not be reissued.

(g) In addition to the foregoing notice, further notice shall be given by the Paying Agent on the City's behalf as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed.

(1) Each further notice of redemption shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; and (C) any other descriptive information needed to identify accurately the Bonds being redeemed.

(2) Each further notice of redemption shall be filed on the Electronic Municipal Market Access system for municipal securities disclosures ("EMMA") established and maintained by the Municipal Securities Rulemaking Board (the "MSRB") (or any successor to EMMA established by the MSRB), at least one day before the mailing of notice to Registered Owners. If EMMA ceases to exist, then each further notice of redemption shall be sent by first-class, registered or certified mail or overnight delivery, as determined by the Paying Agent, to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(h) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed therewith the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

(i) The Paying Agent is also directed to comply with any mandatory standards established by the Securities and Exchange Commission then in effect for processing redemptions of municipal securities. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

(j) For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Paying Agent shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository will, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Paying Agent, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds.

(a) The Bonds are special obligations of the City payable as to both principal and interest solely from annual appropriations of funds by the City for such purpose to be deposited in the Debt Service Fund. The obligation of the City to make payments into the Debt Service Fund and any other

obligations of the City under this Ordinance do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation, and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (1) out of the income and revenues provided for such year, plus (2) any unencumbered balances for previous years. Subject to the preceding sentence, the obligations of the City to make payments hereunder and to perform and observe any other covenant and agreement contained herein shall be absolute and unconditional.

(b) The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and interest on the Bonds, or otherwise, except as to rate of interest, date of Maturity or right of prior redemption as provided in this Ordinance.

Section 402. Covenant to Request Appropriations. The City Council hereby directs that from and after delivery of the Bonds and so long as any of the Bonds remain Outstanding, subject to **Section 401**, the City Administrator or any other officer of the City at any time charged with the responsibility of formulating budget proposals shall (a) include in each annual budget an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds in the next succeeding Fiscal Year, and (b) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds in the next succeeding Fiscal Year. The City is not required or obligated to make any such annual appropriation, and the decision of whether to appropriate such funds will be solely within the discretion of the then-current City Council.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Establishment of Funds. There have been or shall be established in the treasury of the City and shall be held and administered by the Finance Director (a) a Projects Fund, (b) a Debt Service Fund and (c) a Rebate Fund. Each fund shall be maintained as a separate and distinct fund, and the moneys therein shall be held, managed, invested, disbursed and administered as provided in this Ordinance. All moneys deposited in the funds shall be used solely for the purposes set forth in this Ordinance. The City shall keep and maintain adequate records pertaining to each fund and all disbursements therefrom.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds in the Projects Fund and shall be applied in accordance with **Section 503**.

Section 503. Application of Moneys in the Projects Fund.

(a) Moneys in the Projects Fund shall be used by the City solely for the purpose of (1) paying the costs of the Projects as hereinbefore provided and (2) paying the costs and expenses incident to the issuance of the Bonds, including, but not limited to, the fees of attorneys, financial consultants, accountants, rating agencies, printers and others employed to render professional services and other costs, fees and expenses incurred in connection with the issuance of the Bonds.

(b) The Finance Director shall make withdrawals from the Projects Fund upon satisfaction that such payment is being made for a purpose within the scope of this Ordinance and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Nothing hereinbefore contained shall prevent the payment out of the Projects Fund of all costs and expenses incident to the issuance of the Bonds.

(c) Upon completion of the Projects, any surplus remaining in the Projects Fund shall be transferred to and deposited in the Debt Service Fund.

Section 504. Application of Moneys in the Debt Service Fund.

(a) All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same becomes due and the usual and customary fees and expenses of the Paying Agent. The Finance Director is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay the principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Paying Agent as and when the same becomes due and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal or Redemption Price, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such moneys.

(b) Any moneys or investments remaining in the Debt Service Fund after the retirement of the Bonds shall be transferred and paid into the general fund of the City.

Section 505. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to pay arbitrage rebate, and neither the City nor the Registered Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The City shall periodically determine the amount of arbitrage rebate due under Section 148(f) of the Code in accordance with the Federal Tax Certificate, and the City shall make

payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any money remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any arbitrage rebate, or provision made therefor, shall be released to the City.

(c) Notwithstanding any other provision of this Ordinance, including in particular **Article VII**, the obligation to pay arbitrage rebate and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Bonds.

Section 506. Deposits and Investment of Moneys.

(a) Moneys in each of the funds created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions located in the State of Missouri that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the banks or financial institutions holding such deposits as provided by the laws of the State of Missouri. All moneys held in the funds created by this Ordinance shall be kept separate and apart from all other funds of the City so that there is no commingling of such funds with any other funds of the City.

(b) Moneys held in any fund referred to in this Ordinance may be invested by the Finance Director in Permitted Investments in accordance with the investment policy of the City; provided, however, that no such investment shall be made for a period extending longer than the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

Section 507. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the City without liability for interest thereon the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 508. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of the principal or Redemption Price of and interest on the Bonds need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding may, for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

- (a) by mandamus or other suit, action or proceedings at law or in equity, enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and require and compel duties and obligations required by the provisions of this Ordinance or by the Constitution and laws of the State of Missouri;
- (b) by suit, action or other proceedings in equity or at law, require the City, its officers, agents and employees to account as if they were the trustees of an express trust; or
- (c) by suit, action or other proceedings in equity or at law, enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Registered Owners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and interest on the Bonds, or otherwise, except as to rate of interest, date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Registered Owners secured hereby shall have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Registered Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or other proceedings taken by any Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Registered Owner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

Section 604. No Acceleration. Notwithstanding anything herein to the contrary, the Bonds are not subject to acceleration upon the occurrence of an event of default hereunder.

Section 605. No Obligation to Levy Taxes. Nothing contained in this Ordinance shall be construed as imposing on the City any duty or obligation to levy any taxes either to meet any obligation incurred hereunder or to pay the principal of or interest on the Bonds.

Section 606. Exception for Continuing Disclosure. This **Article VI** shall not apply to **Section 805** regarding the City's continuing disclosure obligations, and Registered Owners or Beneficial Owners of the Bonds shall have no remedies for the enforcement of said obligations other than the remedies provided for in **Section 805** and the City's Continuing Disclosure Undertaking.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance.

(a) When any or all of the Bonds or the interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and all other rights granted hereby shall terminate with respect to the Bonds or interest payments so paid and discharged. Bonds or the interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent or other commercial bank or trust company located in the State of Missouri and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned thereon, will be sufficient for the payment of the principal or Redemption Price of said Bonds, and/or interest to accrue on such Bonds to the Stated Maturity or Redemption Date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds shall be redeemed prior to the Stated Maturity thereof, (1) the City shall have elected to redeem such Bonds, and (2) either notice of such redemption shall have been given, or the City shall have given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 302(a)**. Any moneys and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds or the interest payments thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or other commercial bank or trust company in trust for the respective Registered Owners of such Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys and Defeasance Obligations deposited with the Paying Agent or other commercial bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

(b) To accomplish a defeasance of the Bonds or the interest payments thereon when the City will rely on interest to be earned on any Defeasance Obligations deposited as described above, the City shall cause to be delivered to the Paying Agent a verification report of an independent firm of

nationally recognized certified public accountants verifying the sufficiency of the amounts on deposit with the Paying Agent or other escrow agent to provide for payment in full of the Bonds as provided herein.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Tax Covenants. The City covenants and agrees to comply with all provisions and requirements of the Federal Tax Certificate, which is hereby approved in substantially the form attached as **Exhibit E**, with such changes therein as shall be approved by the Mayor and the Bond Compliance Officer (as defined therein), who are hereby authorized to execute the Federal Tax Certificate for and on behalf of the City, such officials' signatures thereon being conclusive evidence of their approval thereof.

Section 802. Annual Audit.

(a) Annually, promptly after the end of the Fiscal Year, the City will cause an audit to be made of its funds and accounts for the preceding Fiscal Year by an independent certified public accountant or firm of independent certified public accountants.

(b) Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk. Such audits shall at all times during usual business hours be open to examination and inspection by any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such Registered Owner.

Section 803. Amendments.

(a) Notwithstanding the City's obligations under the Continuing Disclosure Undertaking, which may be modified as provided therein, the rights and duties of the City and the Registered Owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by ordinance of the City with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then-Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

- (1) extend the maturity of any payment of principal or interest due upon any Bond;
- (2) alter the optional Redemption Date of any Bond;
- (3) effect a reduction in the amount which the City is required to pay as principal of or interest on any Bond;
- (4) permit preference or priority of any Bond over any other Bond; or
- (5) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

(b) Any provision of the Bonds or of this Ordinance may, however, be amended or modified by ordinance duly adopted by the City Council at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

(c) Without notice to or the consent of any Registered Owners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, or in connection with any other change herein that is not materially adverse to the security of the Registered Owners.

(d) Every amendment or modification of the provisions of the Bonds or of this Ordinance to which the written consent of the Registered Owners is given, as above provided, shall be expressed in an ordinance passed by the City Council amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then-Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification. A certified copy of every such amendatory or supplemental ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk, shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of this Ordinance shall be sent by the City Clerk to any such Registered Owner or prospective Registered Owner.

(e) The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance which affects the duties or obligations of the Paying Agent under this Ordinance.

Section 804. Notices, Consents and Other Instruments by Registered Owners.

(a) Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Registered Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, other than the assignment of the ownership of a Bond, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(1) The fact and date of the execution by any Person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(2) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

(b) In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Registered Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Registered Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Registered Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 805. Continuing Disclosure. The Continuing Disclosure Undertaking, in substantially the form attached as **Exhibit D**, is hereby authorized and approved. The Mayor is hereby authorized to execute the Continuing Disclosure Undertaking. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking as originally executed and as it may be amended from time to time in accordance with the terms thereof. Upon failure of the City to comply with the Continuing Disclosure Undertaking, any Registered Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Section. In no event will a default under the Continuing Disclosure Undertaking be considered a default under this Ordinance.

Section 806. Compliance Services. The City hereby engages Gilmore & Bell, P.C. to assist the City in complying with its covenants and agreements set forth in the Federal Tax Certificate. In furtherance thereof, the Mayor is hereby authorized to execute the engagement letter with Gilmore & Bell, P.C., attached as **Exhibit F**.

Section 807. Further Authority. The officers and officials of the City, including the Mayor, City Administrator, Finance Director and City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 808. Parties Interested Herein. Nothing in this Ordinance, express or implied, is intended or shall be construed to confer upon, or to give or grant to, any Person, other than the City, the Paying Agent and the Registered Owners, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Paying Agent and the Registered Owners.

Section 809. Severability. 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 810. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 811. Electronic Transaction. The transaction described herein maybe conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 812. Effective Date. 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

EXHIBIT A TO ORDINANCE**(FORM OF BONDS)**

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE (DESCRIBED HEREIN), THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (DESCRIBED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**Registered
No. _____**

**Registered
\$ _____**

**CITY OF REPUBLIC, MISSOURI
SPECIAL OBLIGATION BOND
SERIES 2023**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP Number</u>
_____%	May 1, 20____	March 23, 2023	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF REPUBLIC, MISSOURI, a constitutional charter city and political subdivision of the State of Missouri (the "City"), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above, on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on May 1 and November 1 in each year, beginning on November 1, 2023, until said Principal Amount has been paid.

The Principal Amount or Redemption Price of this Bond shall be paid at Maturity or upon earlier redemption by check, electronic transfer or draft to the Person in whose name this Bond is registered at the Maturity or Redemption Date hereof, upon presentation and surrender of this Bond at the principal payment office of UMB Bank, N.A., Kansas City, Missouri (the "Paying Agent"), or such other office designated by the Paying Agent. The interest payable on this Bond on any Interest Payment Date shall be paid by check or draft of the Paying Agent mailed to the Registered Owner hereof as of the

commencement of business of the Paying Agent on the Record Date (being the 15th day, whether or not a Business Day, of the calendar month preceding the Interest Payment Date) or by electronic transfer to such Registered Owner upon written notice delivered to the Paying Agent not less than 15 days before the Record Date from and signed by such Registered Owner containing electronic transfer instructions including the name of the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed, together with an acknowledgement that an electronic transfer fee may be applicable.

This Bond is one of an authorized series of bonds of the City designated "Special Obligation Bonds, Series 2023," aggregating the principal amount of \$[*Principal Amount*] (the "Bonds"), issued by the City for the purpose of paying the costs of capital improvements to the City's parks and recreational facilities, including but not limited to the expansion of the aquatic center and the construction of a new community event space (collectively, the "**Projects**"), and paying the costs of issuing the Bonds, under the authority of and in full compliance with the City's Charter and the Constitution and laws of the State of Missouri, and pursuant to an ordinance duly passed (the "Ordinance") and proceedings duly and legally had by the City Council of the City. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance.

At the option of the City, the Bonds or portions thereof maturing on May 1, 2034* and thereafter may be called for redemption and payment prior to their Stated Maturity on May 1, 2033* and thereafter as a whole or in part at any time at the Redemption Price of 100% of the principal amount thereof plus accrued interest thereon to the Redemption Date.

The Bonds maturing in 2040* and 2043* are subject to mandatory redemption and payment prior to their Stated Maturity pursuant to the mandatory redemption requirements of the Ordinance at a Redemption Price of 100% of the principal amount thereof plus accrued interest thereon to the Redemption Date.

Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed in such order of their Stated Maturities as determined by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount in such equitable manner as the Paying Agent may determine.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first-class mail at least 30 days before the Redemption Date to each Registered Owner of the Bonds to be redeemed at the address shown on the Bond Register. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds are special obligations of the City payable as to both principal and interest solely from annual appropriations of funds by the City for such purpose to be deposited in the Debt Service Fund. The obligation of the City to make payments into the Debt Service Fund and any other obligations of the City under the Ordinance do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or

pledged any form of taxation, and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (a) out of the income and revenues provided for such year, plus (b) any unencumbered balances for previous years.

The Bonds are issuable in the form of fully-registered Bonds in the denominations of \$5,000 or any integral multiple thereof.

The Bonds are being issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the nominee name of the Securities Depository, is being issued and required to be delivered to and immobilized with the Securities Depository or with the Paying Agent as the Securities Depository's FAST Agent. The book-entry system will evidence positions held in the Bonds by the Securities Depository's Participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository and its Participants. The Paying Agent and the City will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (a) payments of principal or Redemption Price of and interest on this Bond, (b) notices and (c) voting. Transfers of principal or Redemption Price and interest payments to Participants of the Securities Depository will be the responsibility of such Participants and other nominees of Beneficial Owners. The Paying Agent and the City will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its Participants or Persons acting through such Participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal or Redemption Price of and interest on this Bond shall be made in accordance with existing arrangements between the Paying Agent, the City and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the principal payment office of the Paying Agent, or such other office designated by the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the Person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price hereof and interest due hereon and for all other purposes, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bonds have been done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, the **CITY OF REPUBLIC, MISSOURI**, has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed or imprinted hereon.

CERTIFICATE OF AUTHENTICATION**CITY OF REPUBLIC, MISSOURI**

This Bond is one of the Bonds
of the issue described in the
within-mentioned Ordinance.

By: _____
Mayor

Registration Date: _____

(SEAL)

UMB BANK, N.A.,
Paying Agent

ATTEST:

By: _____
Authorized Signatory

City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

EXHIBIT B TO ORDINANCE

PRELIMINARY OFFICIAL STATEMENT

[On file in the Office of the City Clerk]

EXHIBIT C TO ORDINANCE

BOND PURCHASE AGREEMENT

[On file in the Office of the City Clerk]

EXHIBIT D TO ORDINANCE
CONTINUING DISCLOSURE UNDERTAKING

[On file in the Office of the City Clerk]

EXHIBIT E TO ORDINANCE

FEDERAL TAX CERTIFICATE

[On file in the Office of the City Clerk]

EXHIBIT F TO ORDINANCE

TAX COMPLIANCE SERVICES ENGAGEMENT LETTER

[On file in the Office of the City Clerk]

PRELIMINARY OFFICIAL STATEMENT DATED FEBRUARY __, 2023**NEW ISSUE—BOOK-ENTRY ONLY
BANK QUALIFIED****S&P Rating: “__”
See “BOND RATING” herein**

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the “Code”), the interest on the Bonds (including any original issue discount properly allocable to an owner thereof) (1) is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax and (2) is exempt from income taxation by the State of Missouri. The Bonds are “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code. Bond Counsel notes that for tax years beginning after December 31, 2022, interest on the Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. See “TAX MATTERS” in this Official Statement.



CITY OF REPUBLIC, MISSOURI
\$9,395,000*
SPECIAL OBLIGATION BONDS
SERIES 2023

Dated: Date of Delivery**Due: May 1, as shown on the inside cover**

The Special Obligation Bonds, Series 2023 (the “Bonds”), will be issued by the City of Republic, Missouri (the “City”), for the purpose of providing funds to (1) finance the costs of capital improvements to the City’s parks and recreational facilities, including but not limited to the expansion of the aquatic center and the construction of a new community event space, and (2) pay the costs of issuing the Bonds, as further described under the caption “**PLAN OF FINANCING.**”

The Bonds will be issued as fully-registered bonds in denominations of \$5,000 or any integral multiple thereof. Principal of the Bonds will be payable annually on May 1, beginning on May 1, 2024*. Interest on the Bonds will be paid semiannually on each May 1 and November 1, beginning on November 1, 2023*, by check or draft (or by electronic transfer in certain circumstances as described herein).

The Bonds are subject to redemption prior to maturity. See the caption “**THE BONDS – Redemption Provisions.**”

The Bonds and the interest thereon will constitute special obligations of the City, payable solely from amounts appropriated in each Fiscal Year (herein defined) (1) out of the income and revenues of the City provided for such year, plus (2) any unencumbered balances from previous years. The Bonds do not constitute general obligations or indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys or property of the City to pay the principal of and interest on the Bonds.

Payment of the principal of and interest on the Bonds is subject to annual appropriation by the City. The City is not required or obligated to make any such annual appropriation. **No property of the City is pledged or encumbered to secure payment of the Bonds.**

Certain risk factors are associated with the purchase of the Bonds. See “**RISK FACTORS**” herein.

The Bonds are offered when, as and if issued by the City, subject to the approval of legality by Gilmore & Bell, P.C., St. Louis, Missouri, Bond Counsel to the City. Certain legal matters related to this Official Statement will be passed upon by Gilmore & Bell, P.C., St. Louis, Missouri. Certain legal matters will be passed upon for the Underwriter by FisherBroyles, LLP. It is expected that the Bonds will be available for delivery at The Depository Trust Company in New York, New York, on or about March 23, 2023.

STIFEL

The date of this Official Statement is March __, 2023.

* Preliminary; subject to change.

CITY OF REPUBLIC, MISSOURI

\$9,395,000*
SPECIAL OBLIGATION BONDS
SERIES 2023

MATURITY SCHEDULE*

Base CUSIP: 760612

SERIAL BONDS

<u>Maturity (May 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>CUSIP Extension</u>
2024	\$290,000	%	%	
2025	80,000			
2026	110,000			
2027	145,000			
2028	180,000			
2029	220,000			
2030	260,000			
2031	305,000			
2032	350,000			
2033	400,000			
2034	455,000			
2035	510,000			
2036	570,000			
2037	635,000			
2038	705,000			

TERM BONDS

<u>Maturity (May 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>CUSIP Extension</u>
2040	\$1,620,000	%	%	
2043	2,560,000			

* Preliminary; subject to change.

RENDERINGS OF THE AQUATIC CENTER AND COMMUNITY EVENT SPACE



CITY OF REPUBLIC, MISSOURI

204 North Main Avenue
 Republic, Missouri 65738
 (417) 732-3100

ELECTED OFFICIALS

Matt Russell, *Mayor*
 Eric Gerke, *Councilmember, Ward I*
 Eric Franklin, *Councilmember, Ward I*
 Garry Wilson, *Councilmember, Ward II*
 Gerry Pool, *Councilmember, Ward II*
 Christopher Updike, *Councilmember, Ward III*
 Brandon Self, *Councilmember, Ward III*
 Jennifer Mitchell, *Councilmember, Ward IV*
 Clint Gerlek, *Councilmember, Ward IV*

ADMINISTRATIVE OFFICIALS

David Cameron, *City Administrator*
 Andrew Nelson, *Deputy City Administrator*
 Jared Keeling, *Assistant City Administrator and Parks and Recreation Director*
 Lisa Addington, *Chief of Staff and Human Resources Director*
 Chris Crosby, *Information Systems Director*
 Karen Haynes, *BUILDS Administrator*
 Megan McCullough, *City Attorney*
 Laura Burbridge, *City Clerk*
 Brian Sells, *Police Chief*
 Duane Compton, *Fire Chief*

UNDERWRITER

Stifel, Nicolaus & Company, Incorporated
 St. Louis, Missouri

BOND AND DISCLOSURE COUNSEL

Gilmore & Bell, P.C.
 St. Louis, Missouri

UNDERWRITER'S COUNSEL

FisherBroyles, LLP

PAYING AGENT

UMB Bank, N.A.
 Kansas City, Missouri

REGARDING USE OF THIS OFFICIAL STATEMENT

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES OR “BLUE SKY” LAWS. THE BONDS ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE SECURITIES AND EXCHANGE COMMISSION.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or to make any representations with respect to the Bonds offered hereby other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds offered hereby by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been furnished by the City and other sources which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness and is not to be construed as a representation by the Underwriter. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

**CAUTIONARY STATEMENTS REGARDING FORWARD-
LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT**

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “anticipate,” “projected,” “budget” or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THESE FUTURE RISKS AND UNCERTAINTIES INCLUDE THOSE DISCUSSED IN THE “RISK FACTORS” SECTION OF THIS OFFICIAL STATEMENT. NEITHER THE CITY NOR ANY OTHER PARTY PLANS TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN THEIR EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES UPON WHICH SUCH STATEMENTS ARE BASED OCCUR OTHER THAN AS SET FORTH IN *APPENDIX C*.

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OFFICIAL STATEMENT
CITY OF REPUBLIC, MISSOURI
\$9,395,000*
SPECIAL OBLIGATION BONDS
SERIES 2023

INTRODUCTION

This introduction is only a brief description and summary of certain information contained in this Official Statement and is qualified in its entirety by reference to the more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement.

Purpose of the Official Statement

The purpose of this Official Statement is to furnish information relating to the City of Republic, Missouri (the “**City**”), and the City’s Special Obligation Bonds, Series 2023, to be issued in the principal amount of \$9,395,000* (the “**Bonds**”).

The City

The City is a constitutional charter city and political subdivision of the State of Missouri. The City is located in southwestern Missouri, immediately adjacent to Springfield, Missouri. The City has a rapidly-growing population, which currently stands at approximately 18,750. See the caption “**GENERAL INFORMATION CONCERNING THE CITY**” in *Appendix A* to this Official Statement.

The Bonds and the Projects

The Bonds are being issued pursuant to an ordinance (the “**Bond Ordinance**”) expected to be adopted by the City Council on March 7, 2023. Approximately \$7,500,000 will be used to expand the aquatic center (the “**Aquatic Center Project**”), and approximately \$1,700,000 will be used to construct a new community event space at J.R. Martin Park (the “**Event Space Project**”). The Aquatic Center Project and the Event Space Project are collectively referred to as the “**Projects**.” Any remaining funds will be applied toward the construction of a regional athletic complex to be developed as part of a new community park.

See the caption “**PLAN OF FINANCING**” herein.

Security and Sources of Payment

Payment of the principal of and interest on the Bonds is subject to annual appropriation by the City. The City is not required or obligated to make any such annual appropriation. No property of the City is pledged or encumbered to secure payment of the Bonds.

The Bonds and the interest thereon will constitute special obligations of the City, payable solely from amounts appropriated in each Fiscal Year (herein defined) (1) out of the income and revenues of the City provided for such year, plus (2) any unencumbered balances from previous years. The City is not obligated to make any such annual appropriation. The fiscal year of the City begins on January 1 and ends on December 31 (the “**Fiscal Year**”).

* Preliminary; subject to change.

The Bonds do not constitute general obligations or indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys or property of the City to pay the principal of and interest on the Bonds.

On August 2, 2022, voters within the City approved the extension of a 1/4-cent capital improvement sales tax for the purpose of funding local park improvements, including the Projects (the **“Park Improvements Sales Tax”**). Although payment of the principal of and interest on the Bonds may be made, subject to annual appropriation, from any funds of the City legally available for such purpose, the City intends to annually budget and appropriate revenues generated from the Park Improvements Sales Tax for repayment of the Bonds. Such revenues are not pledged as security for the payment of the Bonds. See the caption **“TAX INFORMATION – Sales Tax Information – Capital Improvement Sales Taxes”** in *Appendix A* to this Official Statement.

Financial Statements

The Basic Financial Statements for the Fiscal Year ended December 31, 2021 are included in *Appendix B* to this Official Statement.

Continuing Disclosure

The City will undertake, pursuant to a Continuing Disclosure Undertaking dated as of March 1, 2023 (the **“Continuing Disclosure Undertaking”**), to provide certain financial information and operating data relating to the City and to provide notices of the occurrence of certain enumerated events relating to the Bonds. The financial information, operating data and notices of events will be filed by the City in compliance with Rule 15c2-12 promulgated by the Securities and Exchange Commission (the **“Rule”**). See the caption **“CONTINUING DISCLOSURE”** herein and the form of the Continuing Disclosure Undertaking in *Appendix C*.

THE BONDS

The following is a summary of certain terms and provisions of the Bonds. Reference is hereby made to the Bonds and the provisions with respect thereto in the Bond Ordinance for the detailed terms and provisions thereof.

Authorization and Purpose of the Bonds

The Bonds are being issued pursuant to and in full compliance with the Constitution and the statutes of the State of Missouri, the City Charter and the Bond Ordinance. The Bonds are being issued for the purpose of providing funds to pay the costs of the Projects and the costs of issuing the Bonds.

General Description

The Bonds are issuable as fully-registered bonds in denominations of \$5,000 or any integral multiple thereof. The Bonds will be dated as of the date of original issuance and will mature on May 1 in the years and in the principal amounts set forth on the inside cover page hereof. The Bonds will bear interest from the date thereof or from the most recent interest payment date to which interest has been paid at the rates per annum set forth on the inside cover page hereof, payable semiannually on each May 1 and November 1, beginning on November 1, 2023*. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

* Preliminary; subject to change.

Principal of the Bonds will be payable at the payment office of UMB Bank, N.A., Kansas City, Missouri (the “**Paying Agent**”), at the maturity date thereof. The principal of and interest on the Bonds will be payable (1) by check or draft of the Paying Agent mailed to each registered owner of the Bonds as of the commencement of business on the 15th day of the calendar month preceding the respective payment date (the “**Record Date**”), or (2) by electronic transfer to such registered owner upon written notice delivered to the Paying Agent not less than 15 days before the Record Date from and signed by such registered owner containing electronic transfer instructions including the name of the bank, ABA routing number and account number to which such registered owner wishes to have such transfer directed, together with an acknowledgement that an electronic transfer fee may be applicable. If the specified date for any payment on the Bonds is not a business day, such payment may be made on the next business day without additional interest and with the same force and effect as if made on the specified date for such payment.

Redemption Provisions

Optional Redemption. At the option of the City, the Bonds or portions thereof maturing on May 1, 20__ and thereafter may be called for redemption and payment prior to their stated maturity on May 1, 20__ and thereafter as a whole or in part at any time at the Redemption Price (herein defined) of 100% of the principal amount thereof plus accrued interest thereon to the date fixed for redemption (the “**Redemption Date**”).

Mandatory Redemption. The Bonds maturing in 2040* and 2043* (the “**Term Bonds**”) are subject to mandatory redemption and payment prior to their stated maturity pursuant to the mandatory redemption requirements of the Bond Ordinance at a Redemption Price of 100% of the principal amount thereof plus accrued interest thereon to the Redemption Date on May 1 in each of the years and in the amounts set forth below:

Term Bonds Maturing May 1, 2040*

<u>Year</u>	<u>Principal Amount</u>
2039	\$775,000
2040 [†]	845,000

[†]Final Maturity

Term Bonds Maturing May 1, 2043*

<u>Year</u>	<u>Principal Amount</u>
2041	\$920,000
2042	995,000
2043 [†]	645,000

[†]Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the City may: (1) deliver to the Paying Agent for cancellation Term Bonds, in any aggregate principal amount desired, (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds from any registered owners thereof, whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical or (3) receive a credit with respect to the mandatory redemption obligation of the City for any Term Bonds which prior to such date have been redeemed (other than through the

operation of the mandatory redemption requirements of the Bond Ordinance) and canceled by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem Term Bonds of the same stated maturity on such Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same stated maturity in chronological order, and the principal amount of Term Bonds of the same stated maturity to be redeemed by operation of the requirements of the Bond Ordinance shall be accordingly reduced. If the City intends to exercise any option granted by the provisions of clause (1), (2) or (3) above, the City will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.

Selection of Bonds to Be Redeemed. Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the outstanding Bonds are to be redeemed, such Bonds shall be redeemed in such order of their stated maturities as determined by the City, and Bonds of less than a full stated maturity shall be selected by the Paying Agent in \$5,000 units of principal amount in such equitable manner as the Paying Agent may determine.

In the case of a partial redemption of Bonds, when Bonds of denominations greater than \$5,000 are then-outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the registered owner of such Bond or the registered owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the price at which such Bond is to be redeemed (the "**Redemption Price**") and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the registered owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the registered owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

Notice and Effect of Call for Redemption. Unless waived by any registered owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on the City's behalf by mailing a copy of an official redemption notice by first-class mail at least 30 days before the Redemption Date to each registered owner of the Bonds to be redeemed at the address shown on the bond register.

Any notice of optional redemption may be conditioned upon moneys being on deposit with the Paying Agent on or before the Redemption Date in an amount sufficient to pay the Redemption Price on the Redemption Date. If such notice is conditional and either the Paying Agent receives written notice from the City that moneys sufficient to pay the Redemption Price will not be received by the Redemption Date, or such moneys are not received on the Redemption Date, then such notice shall be of no force and effect, the Paying Agent shall not redeem such Bonds and the Paying Agent shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not or will not be so received and that such Bonds will not be redeemed.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as provided in the Bond Ordinance for payment of interest. Upon surrender for any partial redemption of any Bond, the Paying Agent shall prepare for the registered owner a new Bond or Bonds of the same stated maturity in the amount of the

unpaid principal. All Bonds that have been surrendered for redemption shall be canceled and destroyed by the Paying Agent and shall not be reissued.

So long as the Book-Entry System (herein defined) is used for the Bonds, the Paying Agent will provide notices of redemption only to DTC (herein defined), as the registered owner of the Bonds. It is expected that DTC, in turn, will notify its Participants (herein defined) and that the Participants, in turn, will notify or cause to be notified, the Beneficial Owners (herein defined) of such redemption. Any failure on the part of DTC or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Paying Agent, DTC, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

The failure of any registered owner to receive the foregoing notice or any defect therein shall not invalidate the effectiveness of the call for redemption.

CUSIP Numbers

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bonds nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for any Bonds.

Book-Entry Only System

General. The Bonds are available in book-entry only form. Purchasers of the Bonds will not receive certificates representing their interests in the Bonds. Ownership interests in the Bonds will be available to purchasers only through a book-entry system (the “**Book-Entry System**”) maintained by The Depository Trust Company (“**DTC**”), New York, New York.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

The following information concerning DTC and DTC’s Book-Entry System has been obtained from DTC. The City takes no responsibility for the accuracy or completeness thereof, and neither the Indirect Participants (defined herein) nor the Beneficial Owners should rely on the following information with respect to such matters but should instead confirm the same with DTC or the Direct Participants (defined herein), as the case may be. There can be no assurance that DTC will abide by its procedures or that such procedures will not be changed from time to time.

DTC and its Participants. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“**Direct Participants**”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“**DTCC**”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is

owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“**Indirect Participants**” and, together with Direct Participants, “**Participants**”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Ownership Interests. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“**Beneficial Owner**”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmations from DTC of their purchases. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which they entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the Book-Entry System for the Bonds is discontinued.

Transfers. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Notices. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices will be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Voting. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC’s Money Market Instrument Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of Principal, Redemption Price and Interest. Payment of principal or Redemption Price of and interest on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the City or the Paying Agent, on the payment date in accordance with their respective holdings shown on DTC’s records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such

Participants and not of DTC, the Paying Agent or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal or Redemption Price of and interest on the Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

Discontinuation of Book-Entry System. DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, if a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Direct Participants holding a majority position in the Bonds may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed, registered in the name of DTC's partnership nominee, Cede & Co. (or such other name as may be requested by an authorized representative of DTC), and delivered to DTC (or a successor securities depository), to be held by it as securities depository for the Direct Participants. If, however, the system of book-entry-only transfers has been discontinued and a Direct Participant has elected to withdraw its Bonds from DTC (or a successor securities depository), Bond certificates may be delivered to Beneficial Owners in the manner described herein under the caption **"Registration, Transfer and Exchange of Bonds Upon Discontinuance of Book-Entry Only System."**

Registration, Transfer and Exchange of Bonds Upon Discontinuance of Book-Entry Only System

The City will cause the bond register to be kept at the principal payment office of the Paying Agent. Upon surrender of any Bond at the principal payment office of the Paying Agent, or such other office designated by the Paying Agent, the Paying Agent shall transfer or exchange such Bond as provided in the Bond Ordinance.

The Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same stated maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the registered owner thereof or by the registered owner's duly authorized agent. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the registered owners of the Bonds. If any registered owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such registered owner sufficient to pay any governmental charge required to be paid as a result of such failure. The City and the Paying Agent shall not be required (1) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent and during the period of 15 days next preceding the date of mailing of such notice of redemption, or (2) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay defaulted interest and ending at the close of business on the date fixed for the payment of defaulted interest.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

The Bonds are special obligations of the City, payable solely from amounts pledged or appropriated therefor in each Fiscal Year out of the income and revenues provided for such year, plus any unencumbered balances for previous years. The Bonds do not constitute general obligations or indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys or property of the City to pay the principal of and interest on the Bonds.

Pursuant to the Bond Ordinance, the City Council will direct the City Administrator or any other officer of the City at any time charged with the responsibility of formulating budget proposals, from and after delivery of the Bonds and so long as any of the Bonds remain outstanding, subject to the provisions of the Bond Ordinance, (1) to include in each annual budget an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds in the next succeeding Fiscal Year, and (2) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds in the next succeeding Fiscal Year.

Payment of the principal of and interest on the Bonds is subject to annual appropriation by the City. The City is not required or obligated to make any such annual appropriation, and the decision of whether or not to appropriate such funds will be solely within the discretion of the then-current City Council. No property of the City is pledged or encumbered to secure payment of the Bonds.

Although payment of the principal of and interest on the Bonds may be made, subject to annual appropriation, from any funds of the City legally available for such purpose, the City intends to annually budget and appropriate revenues generated from the Park Improvements Sales Tax for repayment of the Bonds. See the caption “**TAX INFORMATION – Sales Tax Information – Capital Improvement Sales Taxes**” in *Appendix A* to this Official Statement.

THERE CAN BE NO ASSURANCE THAT THE CITY WILL APPROPRIATE FUNDS FOR PAYMENT OF THE BONDS.

PLAN OF FINANCING

The Projects

The City expects to spend approximately \$7,500,000 to expand the aquatic center and approximately \$1,700,000 to construct a new community event space at J.R. Martin Park.

The Aquatic Center Project. The City’s aquatic center opened in 2005. The expansion project will nearly double the size of the existing facility and will include a 575-foot lazy river, an additional zero-depth entry area, private cabanas, new party zones, dedicated space for food trucks and additional restrooms. Construction of the Aquatic Center Project is expected to begin in mid-2023 and to be complete by the summer of 2024. The City has entered into a contract with Sapp Design Architects for architectural and engineering services for this project. The City has requested bids for contracting services, which are due by March 7, 2023. City staff will present the bids received and recommend a contractor to the City Council on March 21, 2023.

The Event Space Project. J.R. Martin Park is a 24-acre park located in the heart of the City. Current amenities include a pavilion, grill, picnic tables and benches, restroom facilities, an amphitheater and four tennis courts. Early in 2023, the tennis courts will be relocated to Miller Park to make space for the new community event space to be constructed. The event space will include a large, open-air pavilion, plaza space with seating and shade, playgrounds and sculptures, a concessions/support building and a food truck and pedestrian boulevard. Construction of the Event Space Project is expected to begin in mid-2023 and to be complete by the summer of 2024. The City has entered into a contract with Sapp Design Architects for architectural and engineering services for this project. Final schematic design and construction plans are scheduled to be completed no later than April 2023, and the City will request bids for contracting services in due course.

If any Bond proceeds remain after completion of the Projects, the City intends to apply those funds toward the construction of a regional athletic complex to be developed as part of a new community park. See “**DEBT STRUCTURE OF THE CITY – Future Debt Plans**” in *Appendix A* to this Official Statement.

Sources and Uses of Funds

The following table summarizes the estimated sources of funds, including the proceeds from the sale of the Bonds, and the expected uses of such funds, in connection with the plan of financing:

Sources of Funds:

Par Amount of the Bonds	\$
Net Original Issue Premium	
Total	<u>\$</u>

Uses of Funds:

Costs of the Projects	\$
Costs of Issuance, including Underwriter's Discount	
Total	<u>\$</u>

RISK FACTORS

*The following is a discussion of certain risks that could affect the payment of and security for the Bonds. To identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Official Statement (including its appendices). Prospective purchasers of the Bonds should consider carefully all possible factors that may result in a default in the payment of the Bonds, the redemption of the Bonds prior to maturity, a determination that the interest on the Bonds might be deemed taxable for purposes of federal and State of Missouri income taxation, or that may affect the market price or liquidity of the Bonds. **This discussion of risk factors is not, and is not intended to be, comprehensive or exhaustive.***

Limited Obligations

The Bonds do not give rise to a general obligation or other indebtedness of the City, the State of Missouri or any political subdivision thereof within the meaning of any constitutional, statutory or charter debt limitation or provision.

The Bonds are special obligations of the City, payable solely from the annual appropriation of funds by the City for that purpose. In each Fiscal Year, payments of principal of and interest on the Bonds shall be made solely from the amounts appropriated therefor (1) out of the income and revenues of the City provided for such year, plus (2) any unencumbered balances for previous years. The City is not required or obligated to make any such annual appropriation, and the decision of whether or not to appropriate such funds will be solely within the discretion of the then-current City Council. Subject to the preceding sentence, the obligations of the City to make payments under the Bond Ordinance and to perform and observe any other covenant and agreement contained in the Bond Ordinance shall be absolute and unconditional.

If the City fails to appropriate amounts sufficient to pay the principal of and interest on the Bonds in any Fiscal Year, no other funds or property will be available to pay such principal and interest. No property of the City is pledged or encumbered to secure payment of the Bonds.

No debt service reserve fund has been funded with respect to the Bonds.

The City has declared its current intention and expectation to appropriate funds to pay the Bonds. However, such a declaration cannot be construed as contractually obligating or otherwise binding the City. Accordingly, the likelihood that the City will appropriate funds to timely pay the Bonds is dependent upon certain

factors which are beyond the control of the bondholders, including the demographic conditions within the City and the City's ability to generate sufficient revenues, property taxes, sales taxes, and other sources to pay the Bonds and its other obligations.

Construction Risks

The construction of the Projects is subject to the usual risks associated with construction, including circumstances or events beyond the control of the City. Those circumstances may include, among others, strikes or other labor disputes, shortages in various labor trades, material shortages, adverse weather conditions, fire or other casualty damage, unanticipated subsoil conditions, unanticipated construction difficulties or the financial failure of the contractor or various subcontractors, any of which may affect the timely construction of the Projects. In particular, the COVID-19 pandemic has increased delivery times for many raw materials and other products, which has resulted in significant uncertainty regarding the delivery of construction projects.

The City may experience construction cost overruns beyond the normal construction contingencies built into the estimated costs of the Projects, even if the related construction contracts are for a fixed price or a "guaranteed maximum price." The price of many raw materials has increased significantly due to the COVID-19 pandemic. Any costs exceeding the amount funded with Bond proceeds would either require additional borrowing or would need to be funded from other available City revenues. In either case, construction cost overruns may have an adverse impact on the availability of revenues to pay debt service on the Bonds. Further, the City may have difficulty borrowing additional amounts ultimately needed to complete the Projects as a result of future credit market conditions or otherwise, which could have an adverse impact on the completion of the Projects and could adversely impact the availability of revenues to pay debt service on the Bonds.

Potential Impact of Pandemics

Recent events with the COVID-19 pandemic have shown that an outbreak of infectious disease can trigger governmentally-imposed restrictions and changes in consumer behavior that could negatively impact local economic conditions. Such changes can cause unemployment rates to rise, supply chain disruptions, taxable sales to decrease, delinquencies in tax payments, and other negative pressures on economic activity that could result in decreased or delayed tax collections for the City, or otherwise adversely affect the City's operations and finances.

While conditions have significantly improved, the COVID-19 pandemic is ongoing. New, more harmful variants of the virus or significant spreading of existing variants of the virus (or other viruses or pandemics) could cause reduced healthcare availability and reduced economic activity. Such reduced economic activity could in turn negatively impact sales taxes, property values, the collections of such taxes, and the operations and finances of the City.

The City receives the majority of its revenue from property and sales taxes, and the City did not experience a decrease in revenues due to COVID-19. Historical revenues and expenditures for the City's General Fund for the fiscal years ended December 31, 2019 through 2021 are set forth under the caption **"FINANCIAL INFORMATION CONCERNING THE CITY – The General Fund"** in *Appendix A* to this Official Statement.

Determination of Taxability

The Bonds are not subject to redemption, nor are the interest rates on the Bonds subject to adjustment, in the event of a determination by the Internal Revenue Service (the **"Service"**) or a court of competent jurisdiction that the interest paid or to be paid on any Bond is or will be included in the gross income of the owner of such Bond for federal income tax purposes. Such determination may, however, result in a breach of the City's tax covenants set forth in the Bond Ordinance which may constitute a default under the Bond Ordinance. Likewise, the Bond Ordinance does not require the redemption of the Bonds or the adjustment of interest rates on the Bonds if the

interest thereon loses its exemption from income taxes imposed by the State of Missouri. ***It may be that owners would continue to hold their Bonds, receiving principal and interest as and when due, but would be required to include such interest payments in gross income for federal and state income tax purposes.***

Risk of Audit

The Service has established an ongoing program to audit tax-exempt obligations to determine whether interest on such obligations should be included in gross income for federal income tax purposes. No assurance can be given that the Service will not commence an audit of the Bonds. Owners of the Bonds are advised that, if an audit of the Bonds were commenced, in accordance with its current published procedures, the Service is likely to treat the City as the taxpayer, and the owners of the Bonds may not have a right to participate in such audit. Public awareness of any audit could adversely affect the market value and liquidity of the Bonds during the pendency of the audit, regardless of the ultimate outcome of the audit.

Investment Rating and Secondary Market

The lowering or withdrawal of the investment rating initially assigned to the Bonds could adversely affect the market price and the marketability of the Bonds. There is no assurance that a secondary market will develop for the purchase and sale of the Bonds. Prices of municipal securities in the secondary market are subject to adjustment upward and downward in response to changes in the credit markets and changes in operating performance of the entities operating the facilities subject to the municipal securities. From time to time the secondary market trading in selected issues of municipal securities decreases as a result of the financial condition or market position of the underwriter, prevailing market conditions, or a material adverse change in the operations of that entity, whether or not the subject securities are in default as to principal and interest payments, and other factors which may give rise to uncertainty concerning prudent secondary market practices. Municipal securities are generally viewed as long-term investments, subject to material unforeseen changes in the investor's circumstances, and may require commitment of the investor's funds for an indefinite period of time, perhaps until maturity.

No Credit Enhancement

No financial guaranty insurance policy, letter of credit or other credit enhancement will be issued to ensure payment of the Bonds. Accordingly, any potential purchaser of the Bonds should consider the financial ability of the City to pay the Bonds. See the caption **"SECURITY AND SOURCES OF PAYMENT FOR THE BONDS"** herein.

Future Economic, Demographic and Market Conditions

Adverse economic conditions or changes in demographics in the City, including increased unemployment and inability to control expenses in periods of inflation, could adversely impact payment of taxes by taxpayers in the City and, therefore, the City's financial condition.

Limited Remedies

Payment of the principal of and interest on the Bonds is not secured by any deed of trust, mortgage or other lien on any property of the City. This is in contrast to leasehold revenue bonds and certificates of participation, wherein the lessee of bond-financed property can lose control of the property if the lessee fails to appropriate funds to repay the obligations. In this case, there is no lease of any bond-financed property, so Bond owners have no ability to take over the property or otherwise penalize the City in the event of non-appropriation.

Loss of Premium from Redemption

Any person who purchases a Bond at a price in excess of its principal amount or who holds such Bond trading at a price in excess of par should consider the fact that the Bonds are subject to redemption prior to maturity at the redemption prices described herein in the event such Bonds are redeemed prior to maturity. See the caption “**THE BONDS – Redemption Provisions**” herein.

Defeasance Risks

When any or all of the Bonds or the interest payments thereon have been paid and discharged, then the requirements contained in the Bond Ordinance and all other rights granted thereby shall terminate with respect to the Bonds or interest payments so paid and discharged. Bonds or the interest payments thereon shall be deemed to have been paid and discharged within the meaning of the Bond Ordinance if there has been deposited with the Paying Agent or other commercial bank or trust company located in the State of Missouri and having full trust powers, at or prior to the stated maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned thereon, will be sufficient for the payment of the principal or Redemption Price of said Bonds, and/or interest to accrue on such Bonds to the stated maturity or Redemption Date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds shall be redeemed prior to the stated maturity thereof, (1) the City shall have elected to redeem such Bonds, and (2) either notice of such redemption shall have been given, or the City shall have given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with the Bond Ordinance. Defeasance Obligations include bonds, notes, certificates of indebtedness, treasury bills and other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America. There is no legal requirement in the Bond Ordinance that Defeasance Obligations be or remain rated in the highest rating category by any rating agency. Prices of municipal securities in the secondary market are subject to adjustment upward and downward in response to changes in the credit markets and that could include the rating of Bonds defeased with Defeasance Obligations to the extent the Defeasance Obligations have a change or downgrade in rating.

Cybersecurity Risks

The City relies on its information systems to provide security for processing, transmission and storage of confidential personal, health-related, credit and other information. It is possible that the City’s security measures will not prevent improper or unauthorized access or disclosure of personally identifiable information resulting from cyber-attacks. Security breaches, including electronic break-ins, computer viruses, attacks by hackers and similar breaches can create disruptions or shutdowns of the City and the services it provides, or the unauthorized disclosure of confidential personal, health-related, credit and other information. If personal or otherwise protected information is improperly accessed, tampered with or distributed, the City may incur significant costs to remediate possible injury to the affected persons, and the City may be subject to sanctions and civil penalties if it is found to be in violation of federal or state laws or regulations. Any failure to maintain proper functionality and security of information systems could interrupt the City’s operations, delay receipt of revenues, damage its reputation, subject it to liability claims or regulatory penalties and could have a material adverse effect on its operations, financial condition and results of operations. In October 2022, the City was the subject of an attempted cyber fraud attack that did not result in any pecuniary losses. The City has purchased an insurance policy to help mitigate the costs of a cybersecurity event.

BOND RATING

S&P Global Ratings, a division of S&P Global Inc. (the “**Rating Agency**”), has assigned the Bonds a rating of “___” based on the creditworthiness of the City. The rating reflects only the view of the Rating Agency

at the time the rating is given, and the Underwriter and the City make no representation as to the appropriateness of such rating. An explanation of the significance of the rating may be obtained from the Rating Agency.

The City has furnished the Rating Agency with certain information and materials relating to the Bonds and the City that have not been included in this Official Statement. Generally, rating agencies base their ratings on the information and materials so furnished and on investigations, studies and assumptions made by the rating agencies. There is no assurance that a particular rating will be maintained for any given period of time or that it will not be lowered or withdrawn entirely if, in the judgment of the rating agency originally establishing the rating, circumstances warrant. Any downward revision or withdrawal of the rating may have an adverse effect on the market price and marketability of the Bonds.

The Underwriter has not undertaken any responsibility to bring to the attention of the holders of the Bonds any proposed revision or withdrawal of any rating of the Bonds or to oppose any such proposed revision or withdrawal. Pursuant to the Continuing Disclosure Undertaking, the City is required to bring to the attention of the holders of the Bonds any rating changes but has not undertaken any responsibility to disclose any rating revisions proposed by the Rating Agency or to oppose any such proposed revision or withdrawal of the rating of the Bonds. See the form of the Continuing Disclosure Undertaking in *Appendix C*.

LEGAL MATTERS

Absence of Litigation

There is not now pending or, to the City's knowledge, threatened any litigation (1) seeking to restrain or enjoin the issuance of the Bonds, (2) challenging the proceedings or authority under which the Bonds are to be issued, (3) materially affecting the security for the Bonds, (4) challenging or threatening the City's powers to enter into or carry out the transactions contemplated by the Bond Ordinance and this Official Statement, or (5) that would otherwise materially adversely affect the City's financial condition or its ability to repay the Bonds.

Approval of Legality

All legal matters incident to the authorization and issuance of the Bonds are subject to the approval of Gilmore & Bell, P.C., St. Louis, Missouri, Bond Counsel to the City. Bond Counsel has participated in the preparation of this Official Statement, but the factual and financial information appearing herein has been supplied or reviewed by certain officials of the City and certified public accountants, as referred to herein. Certain legal matters related to this Official Statement will be passed upon by Bond Counsel. Certain legal matters will be passed upon for the Underwriter by FisherBroyles, LLP.

TAX MATTERS

The following is a summary of the material federal and State of Missouri income tax consequences of holding and disposing of the Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers) and, except for the income tax laws of the State of Missouri, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Bonds.

Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under the law existing as of the issue date of the Bonds:

Federal and State of Missouri Tax Exemption. The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes and is exempt from income taxation by the State of Missouri.

Alternative Minimum Tax. The interest on the Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

Bank Qualification. The Bonds are “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

Bond Counsel’s opinions are provided as of the date of the original issue of the Bonds, subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal and State of Missouri income tax purposes retroactive to the date of issuance of the Bonds. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Bonds but has reviewed the discussion under the heading “TAX MATTERS.”

Other Tax Consequences

Original Issue Discount. For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Bond over its issue price. The stated redemption price at maturity of a Bond is the sum of all payments on the Bond other than “qualified stated interest” (*i.e.*, interest unconditionally payable at least annually at a single fixed rate). The issue price of a Bond is generally the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Bond during any accrual period generally equals (1) the issue price of that Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner’s tax basis in that Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.

Original Issue Premium. For federal income tax purposes, premium is the excess of the issue price of a Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Bond is the sum of all payments on the Bond other than “qualified stated interest” (*i.e.*, interest unconditionally payable at least annually at a single fixed rate). The issue price of a Bond is generally the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on a Bond amortizes over the term of the Bond using constant yield principles, based on the purchaser’s yield to maturity. As premium is amortized, the owner’s basis in the Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Bond prior to its maturity. Even though the owner’s basis is reduced, no federal income tax

deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.

Sale, Exchange or Retirement of Bonds. Upon the sale, exchange or retirement (including redemption) of a Bond, the owner of the Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property actually or constructively received on the sale, exchange or retirement of the Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Bond. To the extent a Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Bonds, and to the proceeds paid on the sale of the Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, certain applicable corporations subject to the corporate alternative minimum tax, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Bonds, including the possible application of state, local, foreign and other tax laws.

Bond Counsel notes that for tax years beginning after December 31, 2022, the interest on the Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

CONTINUING DISCLOSURE

The City will enter into the Continuing Disclosure Undertaking to assist the Underwriter in complying with the Rule. The form of the Continuing Disclosure Undertaking is included in this Official Statement as ***Appendix C***. The City is the only "obligated person" with responsibility for continuing disclosure.

Over the past five years, the City believes it has complied in all material respects with its prior continuing disclosure undertakings under the Rule except as follows:

On June 29, 2021, the City filed an annual report for the fiscal year ended December 31, 2020. The annual report contained all of the operating data required by the City's prior undertakings but did not include the requisite financial information. The City did not file a failure to file notice related to the missing information. On September 2, 2021, the City filed a new annual report that included its audited financial statements for the fiscal year ended December 31, 2020.

MISCELLANEOUS

Financial Statements

Audited financial statements of the City, as of and for the Fiscal Year ended December 31, 2021, are included in **Appendix B** to this Official Statement. These financial statements have been audited by KPM CPAs, PC, Springfield, Missouri.

Certain Relationships

Gilmore and Bell, P.C., Bond Counsel to the City, represents the Underwriter in other financings but is not representing the Underwriter in connection with the issuance of the Bonds.

FisherBroyles, LLP, counsel to the Underwriter, has represented the Paying Agent in transactions unrelated to the delivery of the Bonds but is not representing the Paying Agent in connection with the delivery of the Bonds.

Underwriting

Stifel, Nicolaus & Company, Incorporated, St. Louis, Missouri (the “**Underwriter**”), has agreed to purchase the Bonds from the City at a price equal to \$_____ (which is equal to the par amount of the Bonds, plus a net original issue premium of \$_____ and less an underwriting discount of \$_____). The Underwriter is purchasing the Bonds from the City for resale in the normal course of the Underwriter’s business activities. The Underwriter intends to offer the Bonds to the public initially at the offering prices set forth on the inside cover page of this Official Statement, which may subsequently change without any requirement of prior notice. The Underwriter reserves the right to offer any of the Bonds to one or more purchasers on such terms and conditions and at such price or prices as the Underwriter, in its discretion, shall determine.

Certification and Other Matters Regarding Official Statement

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is made to all such documents for full and complete statements of all matters of fact relating to the Bonds, the security for the payment of the Bonds and the rights of the owners thereof. During the period of the offering, copies of drafts of such documents may be examined at the offices of the Underwriter; following delivery of the Bonds, copies of such documents may be examined at the principal payment office of the Paying Agent. The information contained in this Official Statement has been compiled from official and other sources that are deemed to be reliable, and while not guaranteed as to completeness or accuracy, is believed to be correct as of this date.

Any statement made in this Official Statement involving matters of opinion or of estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the information presented herein since the date hereof. This Official Statement is not to be construed as a contract or agreement between the City, the Paying Agent or the Underwriter and the purchasers or owners of any Bonds.

The form of this Official Statement and its distribution and use by the Underwriter has been approved by the City. Neither the City nor any of its officers, directors or employees, in either their official or personal capacities, has made any warranties, representations or guarantees regarding the financial condition of the City or the City's ability to make payments required of it; and further, neither the City nor any of its officers, directors or employees assumes any duties, responsibilities or obligations in relation to the issuance of the Bonds other than those either expressly or by fair implication imposed on the City by the Bond Ordinance.

CITY OF REPUBLIC, MISSOURI

By: _____
Mayor

APPENDIX A

**GENERAL AND DEMOGRAPHIC INFORMATION
REGARDING THE CITY**

APPENDIX B

**BASIC FINANCIAL STATEMENTS FOR
FISCAL YEAR ENDED DECEMBER 31, 2021**

APPENDIX C

FORM OF CONTINUING DISCLOSURE UNDERTAKING

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GENERAL INFORMATION CONCERNING THE CITY

General Information

The City of Republic, Missouri (the “**City**”), is a rapidly-growing community located immediately west of Springfield, Missouri (“**Springfield**”), in southwest Missouri. Historically, the City has served as a bedroom community providing reasonable housing opportunities for families employed in Springfield and surrounding areas. According to the 2020 census, the Springfield region was the fastest-growing region in the State of Missouri over the last three years, and the City was the fastest-growing city in that region. According to the 2020 Census, the City has a population of 18,750, which is expected to grow to more than 27,000 by 2030.

Most of the City is located in Greene County (the “**County**”), with a small portion located in Christian County. The City encompasses approximately 13.3 square miles.

Economy

Commercial development has increased significantly in the City in recent years. More than \$300,000,000 in capital investment in the last five years has resulted in the addition of more than 3,000 jobs. The City’s potential for industrial growth is enhanced by its unique congregation of transportation access, including rail, air and interstate highway. The City encompasses long stretches of James River Freeway (State Highway 360), which has direct access to Interstate 44 and U.S. Highway 60, both of which provide many retail and commercial development opportunities.

In anticipation of the City’s projected population growth, the City is assisting in the development of approximately 9,000 acres, of which approximately 2,000 are currently located within the City’s boundaries. The City expects a portion of the owners of the remaining property to petition the City for voluntary annexation so that they can receive City services at rates offered to “in-City” customers.

Government and Organization

The City has operated as a constitutional charter city since 2007. Prior to adopting a home rule form of government, the City was a fourth-class city. The City Charter provides for a non-partisan municipal government consisting of a Mayor, eight Councilmembers and a City Administrator. The Mayor is elected at-large by the voters of the City once every four years. The City is divided into four wards, and two Councilmembers are elected from each ward for a four-year term.

The current Mayor and the members of the City Council are as follows:

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Matt Russell	Mayor	2024
Eric Gerke, Ward I	Councilmember	2024
Eric Franklin, Ward I	Councilmember	2024
Garry Wilson, Ward II	Councilmember	2024
Gerry Pool, Ward II	Councilmember	2025
Christopher Updike, Ward III	Councilmember	2024
Brandon Self, Ward III ⁽¹⁾	Councilmember	2025
Jennifer Mitchell, Ward IV	Councilmember	2024
Clint Gerlek, Ward IV ⁽¹⁾	Councilmember	2025

⁽¹⁾ Councilmembers Brandon Self and Clint Gerlek were appointed on July 19, 2022 to fill vacancies on the City Council.

The City Administrator serves as the chief administrative officer of the City and is appointed by the Mayor upon the advice and consent of the entire City Council. David Cameron has served as the City Administrator since July 2016. Prior to becoming the City Administrator, Mr. Cameron worked as the city administrator of the City of Siloam Springs, Arkansas.

Employee Relations

The City has approximately 171 full-time employees and upwards of 200 part-time and seasonal employees. In May 2007, the Missouri Supreme Court held that public employees have a constitutional right to collectively bargain under Missouri's Constitution. The City's administration characterizes the City's relationship with its employees as a good relationship. The City has no record of any work stoppages or other labor disputes. The International Association of Firefighters Local 152 ("IAFF 152") represents 14 employees (captains, engineers and firefighters) in the Republic Fire Department. Firefighters represented by IAFF 152 are covered by a collective bargaining agreement. No other City employees are covered by a collective bargaining agreement.

Pension Plan

The City participates in the Missouri Local Government Employees' Retirement System ("LAGERS"), an agent multiple-employer public employee retirement system that acts as a common investment and administrative agent for local governmental entities in Missouri. LAGERS was created and is governed by state statute and is a defined-benefit pension plan that provides retirement, disability and death benefits. The plan is qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended, and is tax-exempt. LAGERS is governed by a seven-member Board of Trustees consisting of three trustees elected by participating employees, three trustees elected by participating employers and one trustee appointed by the Missouri Governor.

LAGERS issues a publicly-available financial report that includes financial statements and required supplementary information. The LAGERS Annual Comprehensive Financial Report for the fiscal year ended June 30, 2022 (the "2022 LAGERS Annual Report") is available at <https://www.molagers.org/financial-reports/>. The link to the 2022 LAGERS Annual Report is provided for general background information only, and the information in the 2022 LAGERS Annual Report is not incorporated by reference into this Official Statement. The 2022 LAGERS Annual Report provides detailed information about LAGERS, including its financial position, investment policy and performance information, actuarial information and assumptions affecting plan design and policies, and certain statistical information about the plan.

The following provides a historical comparison of the City's actual contributions to LAGERS relative to the actuarially-determined contributions for the fiscal years of the City shown:

Schedule of City Contributions

<u>Year Ended December 31</u>	<u>Actuarially- Determined Contribution</u>	<u>Actual Employer Contributions</u>	<u>Contribution Excess/(Deficiency)</u>
2017	\$454,354	\$440,229	\$(14,125)
2018	467,478	467,478	-
2019	703,488	703,487	(1)
2020	768,674	767,679	(995)
2021	752,329	752,329	-

Source: City's Audited Financial Statements for fiscal year ended December 31, 2021.

The net pension liability (asset) (consisting of both the City's liability (asset) for active members and a proportionate share of LAGERS' liability (asset) for retired members from the City) attributable to the City's participation in LAGERS as of June 30, 2021, was as follows:

Year Ended June 30	Total Pension Liability (TPL)	Plan Fiduciary Net Position (FNP)	FNP as % of TPL	Net Pension Liability/ (Asset) (NPL)
<u>General</u>				
2019	\$6,720,034	\$4,430,441	65.93%	\$2,289,593
2020	7,041,431	4,782,802	67.92	2,258,629
2021	7,614,833	6,498,503	85.34	1,116,330
<u>Police</u>				
2019	\$1,774,250	\$1,067,527	60.17%	\$ 706,723
2020	1,923,067	1,162,534	60.45	760,533
2021	1,979,458	1,564,693	79.05	414,765
<u>Fire</u>				
2019	\$1,554,676	\$1,251,923	80.53%	\$ 302,753
2020	1,639,760	1,363,513	83.15	276,247
2021	1,771,313	1,847,659	104.31	(76,346)

Source: City's Audited Financial Statements for fiscal years ended December 31, 2019 through 2021.

For additional information specific to the City's participation in LAGERS, including the City's pension expense, see **Note 9** and **pages 58-60** in the City's financial statements included in **Appendix B** to this Official Statement. For additional information regarding LAGERS, see the 2022 LAGERS Annual Report.

In the fiscal year ended December 31, 2022, the City began offering a 457 Deferred Compensation Plan (the "**Plan**") to all of its full-time employees. The City contributes 9% of each participating employee's salary to the Plan. Each participating employee is also able to contribute a portion of his/her salary to the Plan. The deferred compensation is not available until the employee's termination, retirement, death or unforeseeable emergency. MissionSquare Retirement (formerly ICMA-RC) manages and administers the Plan. The City is able to provide this additional benefit, in large part, as a result of a recently-approved 3/4-cent public safety sales tax. See "**TAX INFORMATION – Sales Tax Information – Public Safety Sales Tax.**" In the fiscal year ended December 31, 2022, the City contributed \$550,870.86 to the Plan.

Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City has transferred its risk by obtaining coverage from a public self-insured insurance pool. The City's management believes coverage is sufficient to preclude any significant uninsured losses to the City.

Municipal Services and Utilities

The City provides the following services: public safety (police and fire), streets, culture-recreation, public improvements, planning and zoning and general administrative services. Most residents of the City receive water and wastewater services from the City. Electricity is provided through Liberty Electric, Ozark Electric Cooperative and City Utilities of Springfield, and natural gas is provided by Missouri Gas Energy (Spire) and City Utilities of Springfield.

Public Safety

The Republic Police Department has 34 employees, including 29 sworn police officers and five support staff. The Republic Fire Department has 30 employees, including a fire chief, a deputy fire chief, three battalion chiefs, five fire captains, four lieutenants, five fire engineers and 11 full-time firefighters. The City currently has an Insurance Service Organization (“**ISO**”) fire insurance rating of 2 (the ISO has a classification of 1 to 10, with “1” representing superior protection and “10” indicating the community does not meet ISO’s minimum criteria). The fire department operates two fully-manned stations, which are staffed 24 hours a day.

Transportation

U.S. Highway 60 traverses the City and provides access to the nearby Springfield. The City is located within easy access to Interstate 44, James River Freeway and Highway 174. The nearest public airport, with commercial air transportation and air freight service, is Springfield-Branson National Airport, which is approximately eight miles from the City. Ground freight service is provided by several major motor freight carriers and Burlington Northern-Santa Fe Railroad.

Educational Facilities

The City is served by the Republic R-III School District (the “**District**”), which is accredited by the Missouri Department of Elementary and Secondary Education (“**DESE**”). “Accredited” is the highest accreditation status given by DESE. The District is comprised of one high school, one middle school, five elementary schools and an early childhood center. The area is also served by Missouri State University and Ozarks Technical Community College (“**OTC**”), both located in Springfield, two private universities and three private colleges. OTC opened a new campus in the City in August 2020.

Recreational Activities

The City’s Parks & Recreation Department features numerous parks and facilities and provides a variety of recreational programs. The City has nine parks with over 285 acres of greenspace, trails, playgrounds, pavilions and other amenities. Facilities include a community center, an aquatic center, an athletic complex and an outdoor amphitheater. Recreational programming provides year-round recreational opportunities to residents, including seasonal athletic leagues and more than 20 special events.

Proceeds of the Bonds will be used to finance the costs of capital improvements to the City’s parks and recreational facilities. Approximately \$7,500,000 will be used to expand the aquatic center, and approximately \$1,700,000 will be used to construct a new community event space at J.R. Martin Park. The City will put any remaining proceeds towards the construction of a regional athletic complex to be developed as part of a new community park. See “**PLAN OF FINANCING – The Projects**” in the forepart of this Official Statement and “**DEBT STRUCTURE OF THE CITY – Future Debt Plans**” herein.

The City is only minutes away from some of the finest cultural and recreational facilities, dining, shopping and entertainment opportunities in the country, including Missouri’s entertainment capital, Branson, Missouri (30 miles south of the City). Several lakes in the area provide facilities such as fishing, camping and boating. Wilson’s Creek National Battlefield, the location of the first Civil War battle west of the Mississippi River, is just east of the City. A five-mile driving tour and trails allow complete access to the park.

Employment

The largest employers located within the City are as follows:

	<u>Employer</u>	<u>Type of Business</u>	<u>Number of Employees</u>
1.	Amazon	Distribution	1,750
2.	Republic R-III School District	Education	829
3.	Convoy of Hope World Headquarters	Non-Profit	600
4.	McLane Company	Industrial/Distribution	500
5.	Red Monkey Foods	Industrial/Distribution	350
6.	Walmart	Retail	330
7.	Heart of America Beverage	Industrial/Distribution	190
8.	The City	Government	171
9.	Lowe's	Retail	135
10.	Watson Metal Masters	Industrial/Distribution	99

Source: The City.

Unemployment. The following table sets forth the total labor force and number of employed and unemployed workers in the City and, for comparative purposes, the unemployment rates for the City, the County, the State of Missouri (the “**State**”) and the United States for 2017 through 2021:

<u>Year</u>	<u>City Labor Force</u>			<u>Unemployment Rates</u>			
	<u>Employed</u>	<u>Unemployed</u>	<u>Total</u>	<u>City</u>	<u>County</u>	<u>State</u>	<u>United States</u>
2017	7,802	334	8,136	4.1%	3.1%	3.7%	4.4%
2018	7,946	284	8,230	3.5	2.5	3.2	3.9
2019	8,126	289	8,415	3.4	2.5	3.1	3.7
2020	7,906	561	8,467	6.6	5.3	6.1	8.1
2021	8,206	379	8,585	4.4	3.4	4.4	5.3

Source: Missouri Economic Research & Information Center; U.S. Department of Labor, Bureau of Labor Statistics.

Building Construction

The City has experienced steady growth in the industrial, commercial and residential markets.

A 1,289,210-square foot Amazon fulfillment center opened in August 2021. Nine commercial projects, aggregating more than 517,000 of new square footage, are now under construction or being planned within the City. The largest of these projects is a new, 250,000-square foot global headquarters for Convoy of Hope, a nonprofit organization that provides humanitarian and disaster relief around the world.

Two residential subdivisions were recently completed and 16 other subdivisions are currently under development, which are expected to collectively result in the addition of approximately 1,371 single-family homes and 364 multi-family units over the next five years. The City also has seven mixed-use developments with pending or approved applications. According to their development applications, those projects are expected to collectively result in the addition of approximately 209 single-family homes and 2,429 multi-family units and aggregate more than \$720 million in new investment.

The following table shows the number of single-family, residential building permits issued by the City in the each of the last five fiscal years:

	<u>Single-Family Residences</u>				
	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Number of Permits	107	163	133	251	212

Source: The City.

Housing

Set forth below are the median values of owner-occupied housing units in the City, the County and the State:

	<u>Median House Value</u>
City	\$141,000
County	159,500
State	171,800

Source: U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates.

Population

The historical populations of the City, the County and the State are set forth in the following table:

	<u>City</u>		<u>County</u>		<u>State</u>	
	<u>Population</u>	<u>Percentage Change</u>	<u>Population</u>	<u>Percentage Change</u>	<u>Population</u>	<u>Percentage Change</u>
1980	4,485	N/A	185,302	N/A	4,916,686	N/A
1990	6,292	+40.3%	207,949	+12.2%	5,117,073	+4.18%
2000	8,438	+34.1	240,391	+15.6	5,595,211	+9.3
2010	14,751	+74.8	275,174	+14.5	5,988,927	+7.0
2020	18,750	+27.1	298,915	+8.6	6,154,913	+2.8

Source: U.S. Census Bureau Decennial Census.

The following table shows population distribution by age categories for the City, the County and the State:

<u>Age</u>	<u>City</u>	<u>County</u>	<u>State</u>
Under 5 years	1,892	17,238	367,132
5-19 years	3,978	54,686	1,185,941
20-24 years	723	30,337	400,642
25-44 years	6,361	77,306	1,577,435
45-64 years	2,975	68,712	1,576,548
65 and over	2,384	48,596	1,033,836
Median Age	33.3	36.3	38.8

Source: U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates.

More than 1,500 single-family homes and more than 2,750 multi-family units are currently under construction or being planned within the City. Based on those developments, the City's administration is projecting that the City's population will grow by 12,000-14,000 residents over the next five years.

Income

The following table presents certain income statistics for the City, the County, the State and the United States:

	<u>Median Family Income</u>	<u>Per Capita Income</u>
City	\$65,897	\$25,944
County	67,868	30,477
State	77,976	33,770
United States	85,028	37,638

Source: U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates.

Per Capita Personal Income. The following table presents per capita personal income⁽¹⁾ for the County and the State for the years 2017 through 2021:

<u>Year</u>	<u>County</u>	<u>State</u>
2017	\$42,264	\$45,239
2018	43,478	47,085
2019	45,900	49,001
2020	48,134	52,108
2021	51,220	55,325

⁽¹⁾ "Per Capita Personal Income" is the annual total personal income of residents divided by the resident population as of July 1. "Personal Income" is the sum of net earnings by place of residence, rental income of persons, personal dividend income, personal interest income, and transfer payments. "Net Earnings" are earnings by place of work - the sum of wage and salary disbursements (payrolls), other labor income, and proprietors' income - less personal contributions for social insurance, plus an adjustment to convert earnings by place of work to a place of residence basis. Personal Income is measured before the deduction of personal income taxes and other personal taxes and is reported in current dollars (no adjustment is made for price changes).

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

FINANCIAL INFORMATION CONCERNING THE CITY

Basis of Accounting

The financial statements of the City have been prepared in conformity with generally accepted accounting principles, as applied to governmental units. GASB is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. The governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are measurable, collected and deposited to the proper bank account. Expenditures are generally recorded when a liability is paid, as under the cash basis method of accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded when payment is due.

Independent Audits and Financial Reports

The financial records of the City are audited annually by a firm of independent certified public accountants in accordance with generally accepted governmental auditing standards. The City's audited financial statements for the fiscal year ended December 31, 2021 are included in this Official Statement as **Appendix B**. Copies of prior fiscal years' audits and financial reports are on file in the office of the City Clerk and are available for review.

Budgeting Process

The City Administrator prepares an annual budget for the ensuing fiscal year. The budget is based upon information provided by the various City departments and employees. After a proposed budget is prepared, it is submitted to the Mayor and City Council for review. Following published notice and a public hearing, the City Council may adopt the budget with or without amendment.

Pursuant to the City's charter, the annual budget must present a complete financial plan for the ensuing fiscal year and must include at least the following information:

- (1) A budget message describing the important features of the budget and major changes from the preceding year;
- (2) Estimated revenues to be received from all sources for the budget year, with a comparative statement of actual or estimated revenues for the two years next preceding, itemized by year, fund, and source;
- (3) Proposed expenditures for each department, office, commission, and other classifications for the budget year, together with a comparative statement of actual or estimated expenditures for the two years next preceding, itemized by year, fund, activity and object;
- (4) The amount required for the payment of interest, amortization, and redemption charges on debt of the City; and
- (5) A general budget summary.

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The General Fund

In accordance with established accounting procedures of governmental units, the City records its financial transactions under various funds. The largest is the General Fund, from which all general operating expenses are paid and to which taxes and all other revenues not specifically allocated by law or contractual agreement to other funds are deposited. The following table sets forth the revenues, expenditures and fund balances for the City's General Fund for the fiscal years shown:

GENERAL FUND SUMMARY OF OPERATIONS

	<u>Fiscal Years ended December 31,</u>		
	<u>2019</u>	<u>2020</u>	<u>2021</u>
REVENUES			
Taxes ⁽¹⁾	\$5,434,888	\$5,851,219	\$ 6,538,977
Licenses and permits	289,148	384,305	462,033
Intergovernmental revenues	10,363	36,372	5,360
Charges for services	18,203	21,360	41,871
Fines and forfeitures	172,258	135,032	176,890
Miscellaneous	<u>261,460</u>	<u>89,431</u>	<u>145,965</u>
Total Revenues	\$6,186,320	\$6,517,719	\$ 7,371,096
EXPENDITURES			
Administrative ⁽²⁾	\$2,018,741	\$2,037,874	\$ 4,987,837 ⁽³⁾
Municipal court	116,125	119,680	156,169
Economic development	529,633	486,462	556,149
Police	1,902,995	1,872,531	2,098,863
Fire	1,500,184	1,546,623	1,643,815
Animal control	105,644	113,495	165,696
Debt service ⁽⁴⁾ :	<u>289,354</u>	<u>-</u>	<u>-</u>
Total Expenditures	\$6,462,676	\$6,176,665	\$ 9,608,529
EXCESS OF REVENUES OVER (UNDER)			
EXPENDITURES	\$ (276,356)	\$ 341,054	\$(2,237,433)
OTHER FINANCING SOURCES (USES)			
Capital lease proceeds	-	-	\$ 2,000,000 ⁽⁵⁾
Transfers from other funds	\$1,556,843	\$1,555,308	1,801,674
Transfers to other funds	(757,657)	(1,338,498)	(943,320)
EXCESS OF REVENUES AND OTHER SOURCES OVER			
(UNDER) EXPENDITURES AND OTHER USES	\$ 522,830	\$ 557,864	\$ 620,921
FUND BALANCE – BEGINNING	<u>\$4,388,384</u>	<u>\$4,911,214</u>	<u>\$ 5,469,078</u>
FUND BALANCE – END	<u>\$4,911,214</u>	<u>\$5,469,078</u>	<u>\$ 6,089,999⁽⁶⁾</u>

(1) Includes revenues derived from the property tax, railroad and utility tax, motor vehicle tax, sales tax, franchise tax, financial institution tax, surtax and payments in lieu of tax.

(2) Includes administrative, information technology and human resources expenditures.

(3) In September 2021, the City entered into a \$2,000,000 capital lease, the proceeds of which, together with \$352,778 of cash on hand, financed the acquisition of 136 acres of land to be used by the Parks & Recreation Department.

(4) Represents a portion of the debt service payable on a capital lease and the Series 2007 Certificates (defined herein).

(5) Proceeds of the capital lease were used to purchase 136 acres of park property.

(6) Subsequent to the issuance of the final audit, the City's auditors prepared an audit adjustment to correct the balance of pending accounts payable as of December 31, 2021. The adjustment resulted in an ending fund balance of \$6,088,712.

Source: City's Audited Financial Statements for fiscal years ended December 31, 2019 through 2021.

2022 Unaudited Results and 2023 Budget

For the fiscal year ended December 31, 2022, the City budgeted a surplus of approximately \$418,000 for the General Fund. Based on unaudited results, the City expects to realize a surplus of \$2,847,519, which reflects revenues and expenditures of \$16,583,643 and \$13,736,124, respectively. Approximately 34% (or \$959,695) of the surplus was created by increased revenues and decreased expenditures within the Police and Fire Departments. These excess funds have been placed in reserve accounts and will be used for public safety initiatives. Those initiatives may include acquiring land upon which a new fire station or police substation will be located, completing the preliminary design, engineering and architectural work associated with the new fire station or police substation, and/or hiring personnel to staff the new fire station or police substation and paying associated salaries and benefits.

For the fiscal year ending December 31, 2023, the City has budgeted revenues, including a \$50,000 transfer from reserves, to exceed expenditures by \$502,113, resulting in a projected balance of \$9,438,344 for the General Fund.

Revenues deposited to the General Fund in 2023 are expected to come from the following sources:

<u>Source</u>	<u>Percentage of Total Revenues</u>
Taxes ⁽¹⁾	79.37%
Licenses and permits	2.45
Intergovernmental revenues	0.00
Charges for services	2.60
Fines and forfeitures	1.06
Miscellaneous	<u>14.52</u>
Total	<u>100.00%</u>

⁽¹⁾ Includes a portion of the proceeds of the City's 1-cent general sales tax to be transferred into the General Fund.
Source: City's Budget for fiscal year ending December 31, 2023.

DEBT STRUCTURE OF THE CITY

Debt Ratios and Related Information

Estimated Population:	18,750
Assessed Valuation (2022):	\$356,537,177
Estimated Actual Value (2022):	\$1,507,712,680
Direct General Obligation Debt:	\$0
Overlapping General Obligation Debt:	\$25,202,452
Direct and Overlapping General Obligation Debt:	\$25,202,452
Per Capita Direct and Overlapping General Obligation Debt:	\$1,344.13
Ratio of Direct and Overlapping General Obligation Debt to Assessed Valuation:	7.07%
Ratio of Direct and Overlapping General Obligation Debt to Estimated Actual Value:	1.67%

General Obligation Indebtedness

General Obligation Bonds Payable. The City has no outstanding general obligation indebtedness.

Computation of Legal Debt Margin. Article VI, Sections 26(b) and 26(c) of the Missouri Constitution limit the net outstanding amount of authorized general obligation bonds for a city to 10% of the assessed

valuation of the city. Additionally, Article VI, Sections 26(d) and 26(e) provide that a city may, with the required voter approval, issue general obligation bonds in an amount not to exceed an additional 10% of the city's assessed valuation for the purpose of acquiring rights-of-way; constructing, extending and improving streets and avenues; constructing, extending and improving sanitary or storm sewer systems; or purchasing or constructing waterworks or electric light plants; provided that the total general obligation indebtedness of the city does not exceed 20% of the assessed valuation. The legal debt margin of the City based upon the 2022 assessed valuation is calculated as follows:

Constitutional Debt Limit (20% of Assessed Valuation)	\$71,307,435.40
Less Total General Obligation Indebtedness	<u>0.00</u>
Legal Debt Margin	<u>\$71,307,435.40</u>

Overlapping General Obligation Indebtedness

The following table sets forth the general obligation indebtedness of political subdivisions with boundaries overlapping the City as of February 1, 2023 and the percent attributable (on the basis of assessed valuation) to the City. The table was compiled from information furnished by the jurisdictions responsible for the debt, and the City has not independently verified the accuracy or completeness of such information. Furthermore, political subdivisions may have ongoing programs requiring the issuance of substantial additional bonds, the amounts of which cannot be determined at this time.

<u>Taxing Jurisdiction</u>	<u>Outstanding General Obligation Indebtedness⁽¹⁾</u>	<u>Percent Applicable to City</u>	<u>Amount Applicable to City</u>
Republic R-III School District	\$ 45,918,000	54.84%	\$25,181,431
Willard R-II School District	70,070,000	0.03	21,021
Ozarks Technical Community College	0	3.41	0
Christian County, Missouri	0	0.26	0
Greene County, Missouri	0	4.94	0
Springfield-Greene County Library District	0	4.94	0
Christian County Library District	<u>0</u>	<u>0.26</u>	<u>0</u>
TOTAL	<u>\$115,988,000</u>		<u>\$25,202,452</u>

⁽¹⁾ Excludes neighborhood improvement district general obligation bonds, which are paid first from available special assessments.

Source: Greene County Clerk's Office; Christian County Clerk's Office; State Auditor of Missouri – Bond Registration Reports; Municipal Securities Rulemaking Board's Electronic Municipal Market Access system.

Revenue Bonds Payable

The City has no outstanding revenue bonds.

Capital Lease Obligations

The City has adopted a policy of acquiring certain fixed assets through the use of annually-renewable lease purchase agreements. Lease obligations that take on elements of ownership are treated as capital leases in the City's financial records. All of the City's lease obligations are subject to annual appropriation by the City Council. For additional information relating to capital leases and other long-term obligations of the City, see **Note 5** to the City's financial statements included in **Appendix B** to this Official Statement.

Other Long-Term Obligations

In March 2007, the City issued not to exceed \$1,800,000 aggregate principal amount of Certificates of Participation (City of Republic, Missouri, Lessee), Series 2007 (the “**Series 2007 Certificates**”), to construct a fire station. As of December 31, 2022, the Series 2007 Certificates were outstanding in the principal amount of \$900,832. The City makes rental payments attributable to the Series 2007 Certificates from the General Fund and other available funds of the City.

In October 2017, the City issued \$4,080,000 principal amount of Special Obligation Refunding Bonds, Series 2017 (the “**Series 2017 Bonds**”), to refund certain outstanding special obligation bonds of the City. As of December 31, 2022, the Series 2017 Bonds were outstanding in the principal amount of \$465,000. The City makes debt service payments on the Series 2017 Bonds from revenues from (1) the City’s 1/4-cent local park improvement sales tax and (2) the City’s one-cent general sales tax.

In February 2022, the City issued \$45,445,000 principal amount of Special Obligation Bonds, Series 2022 (the “**Series 2022 Bonds**”), to finance improvements to the City’s sewerage system (the “**Sewerage System Project**”) and the construction of a new public works facility (the “**Public Works Project**”). As of December 31, 2022, all of the Series 2022 Bonds were still outstanding. The City intends to make debt service payments on the Series 2022 Bonds using surplus revenues (1) from the City’s sewerage system for those Series 2022 Bonds allocated to the Sewerage System Project and (2) from the street, water and wastewater funds for those Series 2022 Bonds allocated to the Public Works Project.

On April 19, 2022, the City Council authorized the City Administrator to enter into a direct loan with the Missouri Transportation Finance Commission in the amount of \$4,200,000. Proceeds of the loan, together with \$6,000,000 contributed by the State, will be used to finance improvements to Missouri Route MM. The City has received commitments of \$2,296,000 of Surface Transportation Block Grant funds and \$1,500,000 of County funds for repayment of a portion of the loan; consequently, the City’s share of the loan repayment is \$404,000 plus interest. The City intends to pay its share from its transportation sales tax, which generates approximately \$1,800,000 annually.

History of Debt Payment

The City has never defaulted on any indebtedness.

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Debt Service Requirements

The following table sets forth the annual debt service requirements for the City's special obligation bonds, including the Series 2017 Bonds, the Series 2022 Bonds and the Bonds.

<u>Fiscal Year</u>	<u>Series 2017 Bonds</u>	<u>Series 2022 Bonds</u>	<u>The Bonds</u>			<u>Total Debt Service</u>
			<u>Principal*</u>	<u>Interest</u>	<u>Total</u>	
2023	\$142,000	\$ 2,874,700		\$	\$	\$
2024	143,025	2,875,100	\$ 290,000			
2025	203,000	2,878,400	80,000			
2026	-	2,879,500	110,000			
2027	-	2,878,400	145,000			
2028	-	2,875,100	180,000			
2029	-	2,879,400	220,000			
2030	-	2,876,200	260,000			
2031	-	2,880,400	305,000			
2032	-	2,876,900	350,000			
2033	-	2,880,600	400,000			
2034	-	2,876,400	455,000			
2035	-	2,879,200	510,000			
2036	-	2,878,800	570,000			
2037	-	2,875,200	635,000			
2038	-	2,437,200	705,000			
2039	-	2,435,000	775,000			
2040	-	2,439,800	845,000			
2041	-	2,441,400	920,000			
2042	-	2,435,425	995,000			
2043	-	2,437,500	645,000			
2044	-	2,437,625	-			
2045	-	2,435,800	-			
2046	-	2,436,950	-			
2047	-	2,436,000	-			
Total	<u>\$488,025</u>	<u>\$67,537,000</u>	<u>\$9,395,000</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

Future Debt Plans

The City's long-term capital plan includes construction of a large community park featuring a regional athletic complex. The City expects to complete this project in multiple phases. The scope of the first phase includes five baseball/softball fields, four soccer/multi-purpose fields, 12 outdoor pickleball courts, a large entry pavilion, support facilities and a detention/retention pond. The first phase of the project is estimated to cost upwards of \$14,000,000. If any Bond proceeds remain after completion of the aquatic center expansion and the new community event space, the City will use such proceeds to pay a portion of these project costs. The City also intends to issue approximately \$8,000,000 - \$11,000,000 of special obligation bonds to pay the majority of these project costs. The City intends to pay the balance of the project costs with revenues generated from the City's 1/4-cent local park improvement sales tax and its share of the County's 1/4-cent capital improvement sales tax, which may be used for park improvement purposes.

* Preliminary; subject to change.

The City projects its population will grow by approximately 44% over the next seven years. To serve the increased population, the City's consulting engineers have recommended a substantial increase in the capacity of the City's sewerage system. The expansion project is estimated to cost upwards of \$120,000,000. The City has already received more than \$28,000,000 in American Rescue Plan Act funding and has requested additional funding through the State of Missouri. Depending on the outcome of that appropriation request, the City may need to issue special obligation bonds in a principal amount of \$15,000,000 - \$25,000,000.

While the City's capital plan contemplates the construction of a new City Hall and fire station, there are no established timetables or funding mechanisms for these projects.

TAX INFORMATION

Property Valuations

Assessment Procedure. All taxable, real and personal property within the City is assessed annually by the respective County Assessor. State law requires that personal property be assessed at 33-1/3% of true value (except for a few subclasses of minimal value that are assessed at a lower percentage) and that real property be assessed at the following percentages of true value:

Residential real property.....	19%
Agricultural and horticultural real property.....	12%
Utility, industrial, commercial, railroad and all other real property	32%

On January 1 in every odd-numbered year, each County Assessor must adjust the assessed valuation of all real property located within the county in accordance with a two-year assessment and equalization maintenance plan approved by the State Tax Commission.

Each County Assessor is responsible for preparing the tax roll each year and for submitting the tax roll to the respective County Board of Equalization. Each County Board of Equalization has the authority to adjust and equalize the values of individual properties appearing on the tax roll.

Current Assessed Valuation. The following table shows the total assessed valuation and the estimated actual valuation, by category, of all taxable tangible property, including state and locally assessed railroad and utility property, situated in the City according to the assessment as of January 1, 2022, as adjusted by the Board of Equalization:

<u>Category</u>	<u>Assessment</u>	<u>Assessment Rate</u>	<u>Estimated Actual Valuation</u>
Real estate:			
Residential	\$187,352,150	19%	\$ 986,063,947
Commercial ⁽¹⁾	89,744,198	32%	280,450,619
Agricultural	539,180	12%	4,493,167
Sub-Total	\$277,635,528		\$1,271,007,733
Personal property ⁽¹⁾ :	\$ 78,901,649	33-1/3% ⁽²⁾	\$ 236,704,947
TOTAL	\$356,537,177		\$1,507,712,680

⁽¹⁾ Includes state and locally assessed railroad and utility property.

Footnotes continued from prior page:

(2) Assumes all personal property is assessed at 33-1/3%; because certain subclasses of tangible personal property are assessed at less than 33-1/3%, the estimated actual valuation for personal property would likely be greater than that shown above. See “**Assessment Procedure**” above.

Source: Greene County Clerk’s Office; Christian County Clerk’s Office.

History of Property Valuations. The total assessed valuation of all taxable tangible property situated in the City, including state and locally assessed railroad and utility property, according to the assessments of January 1 in each of the following years, as finally adjusted and equalized, has been as follows:

<u>Year</u>	<u>Assessed Valuation</u>	<u>% Change</u>
2018	\$234,344,471	NA
2019	262,887,627	+12.18%
2020	259,685,797	-1.22
2021	279,160,572	+7.50
2022	356,537,177	+27.72

Source: City’s Audited Financial Statements for fiscal years ended December 31, 2018 through 2021; Greene County Clerk’s Office; Christian County Clerk’s Office.

Property Tax Levies and Collections

Property taxes are levied and collected for the City by Greene and Christian Counties, for which each County receives a collection fee. Greene County receives a collection fee of 3% of gross tax collections made, and Christian County receives a collection fee of 4% of gross tax collections made.

The City is required by law to prepare an annual budget, which includes an estimate of the amount of revenues to be received from all sources for the budget year, including an estimate of the amount of money required to be raised from property taxes and the tax levy rates required to produce such amounts. The budget must also include proposed expenditures and must state the amount required for the payment of interest, amortization and redemption charges on the City’s debt for the ensuing budget year. Such estimates are based on the assessed valuation figures provided by each County Clerk. If the assessed valuation of property in the City has increased by 10% or more over the prior year’s valuation by action other than a general reassessment, the rates of levy must be reduced to the extent necessary to produce substantially the same amount of tax revenues as estimated in the City’s budget. The City must fix its ad valorem property tax rates and certify them to each County Clerk not later than September 1 for entry in the tax books.

Each County Clerk receives the county tax books from the respective County Assessor, which set forth the assessments of real and personal property. Each County Clerk enters the tax rates certified by the City in the tax books and assesses such rates against all taxable property in the City as shown in such books. Each County Clerk forwards the tax books by October 31 to the respective County Collector, who is charged with levying and collecting taxes as shown therein. Each County Collector extends the taxes on the tax rolls and issues the tax statements in early December. Taxes are due by December 31 and become delinquent if not paid to the respective County Collector by that time. All tracts of land and City lots on which delinquent taxes are due are charged with a penalty of 18% of each year’s delinquency. All lands and lots on which taxes are delinquent and unpaid are subject to sale at public auction in August of each year.

Each County Collector is required to make disbursements of collected taxes to the City each month. Because of the tax collection procedure described above, the City receives the bulk of its moneys from local property taxes in the months of December, January and February.

History of Tax Levies

The following table shows the City's tax levies (per \$100 of assessed valuation) for 2018 through 2022:

<u>Year</u>	<u>General Fund</u>	<u>Park Fund</u>	<u>Street Fund</u>	<u>Total Levy</u>
2018	\$0.4408	\$0.1188	\$0.0678	\$0.6274
2019	0.4119	0.1110	0.0634	0.5863
2020	0.4119	0.1110	0.0634	0.5863
2021	0.4095	0.1104	0.0630	0.5829
2022	0.4326	0.1166	0.0666	0.6158

Source: City's Audited Financial Statements for fiscal years ended December 31, 2018 through 2021; the City.

Tax Collection Record

The following table sets forth tax collection information for that portion of the City within the County (approximately 98.5%) for the fiscal years shown:

<u>Fiscal Year Ended December 31</u>	<u>Assessed Valuation⁽¹⁾</u>	<u>Total Taxes Levied</u>	<u>Current and Delinquent Taxes</u>	
			<u>Amount Collected</u>	<u>% of Total Taxes Levied⁽²⁾</u>
2019	\$217,734,252	\$1,221,725.97	\$1,230,774.89	100.74%
2020	215,008,172	1,273,647.75	1,167,239.59	91.65
2021	243,529,190	1,385,016.14	1,423,556.93	102.78

⁽¹⁾ Excludes assessed valuation for personal property, as the City does not levy a tax on personal property.

⁽²⁾ Delinquent taxes are shown in the year payment is actually received, which may cause the percentage of current and delinquent taxes collected to exceed 100%.

Source: Greene County Collector's Office.

Tax Delinquencies

All real estate upon which taxes remain unpaid on the first day of January, annually, are delinquent, and the City is empowered to enforce the lien of the taxing jurisdictions thereon. Whenever the City is unable to collect any taxes on the tax roll, having diligently endeavored and used all lawful means to do so, it is required to compile lists of delinquent tax bills. All lands and lots on which taxes are delinquent and unpaid are subject to suit to collect delinquent tax bills or suit for foreclosure of the tax liens. Upon receiving a judgment, the Sheriff must advertise the sale of the land, fixing the date of sale within 30 days after the first publication of the notice. Delinquent taxes, with penalty, interest and costs, may be paid to the City at any time before the property is sold. No action for recovery of delinquent taxes is valid unless initial proceedings therefor are commenced within three years after delinquency of such taxes.

Major Property Taxpayers

The following table sets forth the 10 largest real estate property taxpayers in the City for 2022:

<u>Taxpayer</u>	<u>Type of Business</u>	<u>Assessed Valuation</u>	<u>% of Total Assessed Value</u>
1. McLane/Midwest Inc.	Distribution/Warehouse	\$ 4,633,730	1.60%
2. Wal-Mart Real Estate Business Trust	Retail	2,479,710	0.86
3. Peyton Paisley MO LLC	Retail/Distribution	2,383,360	0.83
4. Lowe's Home Centers, Inc.	Retail	2,164,570	0.75
5. Spire Missouri Inc	Utilities	2,039,040	0.71
6. CJP LLC	Warehouse	1,786,000	0.62
7. O'Reilly-Wooten, 2001 LLP	Apartments	1,785,980	0.62
8. Red Monkey Foods Property Holdings, LLC	Retail/Warehouse	1,456,730	0.50
9. Republic Distribution LLC	Warehouse	1,218,810	0.42
10. Old Stone Phase III LLC	Apartments	<u>1,178,400</u>	<u>0.41</u>
Total		<u>\$21,126,330</u>	<u>7.32%</u>

Source: Greene County Assessor's Office; Christian County Assessor's Office.

Sales Tax Information

Public Safety Sales Tax. On August 3, 2021, voters in the City approved a 3/4-cent public safety sales tax (the "**Public Safety Sales Tax**"). The Public Safety Sales Tax became effective on January 1, 2022 and will sunset in 25 years. Revenue generated from this tax is used exclusively by the Police and Fire Departments to provide funding to support additional staff, competitive pay adjustments and retirement benefit improvements.

Capital Improvement Sales Taxes. In 1990, City voters authorized the collection of a 1/4-cent capital improvement sales tax (the "**Park Improvements Sales Tax**") to fund the construction of a Senior Friendship Center and Civic Center. The sales tax was to expire on October 1, 2004. In 2002, voters approved the extension of the sales tax through September 30, 2024, for the purpose of funding local park improvements. In 2022, voters further extended the sales tax through September 30, 2049. The City intends to annually budget and appropriate funds generated by the Park Improvements Sales Tax to pay debt service on the Bonds.

Voters in the City approved an additional 1/4-cent capital improvement sales tax on August 8, 2017, which will sunset in 10 years. Revenue generated from this tax can be used to fund capital improvement projects.

The two 1/4-cent capital improvement sales taxes produced the following revenues in each of the fiscal years shown:

<u>Capital Improvement Sales Tax Revenues</u>		
<u>Year</u>	<u>Park Improvements</u>	<u>Capital Improvements</u>
2019	\$685,531	\$685,531
2020	765,271	765,271
2021	939,893	939,893

Source: The City.

Local Park Improvement Sales Tax. In 2003, City voters authorized the collection of a 1/4-cent local park improvement sales tax through March 31, 2024, for the purpose of funding local park improvements, including but not limited to the construction of an aquatic facility. In 2022, voters approved the extension of the sales tax through March 31, 2049.

The 1/4-cent local park improvement sales tax went into effect in April 2004 and produced the following revenues in each of the fiscal years shown:

<u>Year</u>	<u>Local Park Improvement Sales Tax Revenues</u>
2019	\$685,056
2020	765,271
2021	939,893

Source: The City.

One-Cent General Sales Tax. The City's one-cent general sales tax produced the following revenues in each of the fiscal years shown:

<u>Year</u>	<u>General Sales Tax Revenues</u>
2019	\$2,740,232
2020	3,061,080
2021	4,403,333

Source: The City.

Greene County 1/4-Cent Capital Improvement Sales Tax. The County currently imposes a 1/4-cent capital improvement sales tax for park improvement purposes. Pursuant to an intergovernmental agreement between the City and the County, the County will (subject to annual appropriation) pay to the City and other designated municipalities tax revenues based on their respective populations. The County's 1/4-cent capital improvement sales tax for park improvement purposes produced the following revenues for the City in each of the fiscal years shown:

<u>Year</u>	<u>County Capital Improvement Sales Tax Revenues</u>
2019	\$659,487
2020	740,027
2021	862,331

Source: The City.

Greene County Law Enforcement Sales Tax. The City currently receives revenues from the County's 1/4-cent law enforcement sales tax approved in 1998. Pursuant to an intergovernmental agreement, the County retains a portion of the collections to pay for County law enforcement communications and a jail facility, and the remaining proceeds are distributed (subject to annual appropriation) to the City and other designated municipalities within the County. The County's 1/4-cent law enforcement sales tax produced the following revenues for the City in each of the fiscal years shown:

<u>Year</u>	<u>County Law Enforcement Sales Tax Revenues</u>
2019	\$463,365
2020	494,718
2021	592,359

Source: The City.

Other Sales Taxes. The City collects a 1/2-cent transportation sales tax that does not sunset. Revenue generated from this tax can only be used to fund expenditures associated with transportation. The City collects a 1/8-cent fire sales tax which was approved in April 2013 for a period of 15 years. Revenue generated from this tax can only be used to fund the operation of the City's fire department.

* * *

BOND PURCHASE AGREEMENT

relating to

\$ _____
CITY OF REPUBLIC, MISSOURI
SPECIAL OBLIGATION BONDS
SERIES 2023

March 7, 2023

City of Republic, Missouri
 204 North Main Street
 Republic, Missouri 65738

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), hereby offers to purchase from the City of Republic, Missouri (the “**City**”), a body corporate and politic and political subdivision of the State of Missouri, \$ _____ aggregate principal amount of Special Obligation Bonds, Series 2023 (the “**Bonds**”). The issuance and sale of the Bonds is authorized by an ordinance (the “**Bond Ordinance**”) passed by the City Council and approved by the Mayor of the City on March 7, 2023. Capitalized terms not otherwise defined herein have the meaning given such terms in the Bond Ordinance.

The Bonds are to be issued by the City pursuant to and in accordance with the provisions of the Constitution and laws of the State of Missouri, its Charter and the Bond Ordinance. The Bonds are being issued for the purpose of providing funds to finance the costs of capital improvements to the City’s parks and recreational facilities, including but not limited to the expansion of the aquatic center and the construction of a new community event space and pay the costs of issuing the Bonds.

The Bonds shall constitute special obligations of the City payable as to both principal and interest payable solely from the revenues derived from annual appropriations by the City Council.

The Bonds shall mature on the dates in the years and in the amounts, and shall bear interest at the rates per annum, set forth in **Schedule I** hereto.

This offer is made subject to your acceptance of this Bond Purchase Agreement on or before 10:00 p.m. (central time) on the date hereof. Upon your acceptance of the offer, the following agreement will be binding upon you and the Underwriter.

The words “**Transaction Documents**” when used herein shall mean, individually and collectively, the following: the Bonds; the Bond Ordinance; this Bond Purchase Agreement; the Continuing Disclosure Undertaking of the City dated as of March 1, 2023 (the “**Undertaking**”), the Federal Tax Certificate of the City dated March __, 2023 (the “**Federal Tax Certificate**”); the Preliminary Official Statement (as defined herein); the Official Statement (as defined herein); and any and all other documents or instruments that evidence or are a part of the transactions referred to herein or in the Official Statement or contemplated hereby or by the Official Statement; provided, however, that when the words “Transaction Documents” are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a party hereto, the

same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

1. Purchase of Bonds. Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the Bonds at a purchase price of \$_____ (which is equal to the aggregate principal amount of the Bonds, plus a [net] original issue premium of \$_____, less an underwriting discount of \$_____).

The City acknowledges and agrees that (a) the primary role of the Underwriter is to purchase securities pursuant to this Bond Purchase Agreement, for resale to investors, in an arm's-length commercial transaction between the City and the Underwriter and the Underwriter has financial and other interests that differ from those of the City, (b) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City and has not assumed an advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters), (c) the only obligations the Underwriter has to the City with respect to the transaction contemplated hereby are expressly as set forth in this Bond Purchase Agreement, and (d) the City has consulted its own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent it has deemed appropriate.

2. Public Offering. The Underwriter intends to make a bona fide initial public offering of all of the Bonds at prices no higher than those set forth in **Schedule I**; provided, however, that the Underwriter reserves the right to lower such initial offering prices as it deems necessary in connection with the marketing of the Bonds. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the initial offering price or prices set forth in **Schedule I**. The Underwriter also reserves the right to (a) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market and (b) discontinue such stabilizing, if commenced, at any time without prior notice.

In conjunction with (a) an audit or inquiry by the Internal Revenue Service (the “**IRS**”) or the Securities and Exchange Commission (the “**SEC**”) relating to the pricing of the Bonds, or (b) the implementation of future regulations or similar guidance from the IRS, the SEC or other federal or state regulatory authority regarding the retention of pricing data for the Bonds, at the request of the City, the Underwriter will provide information explaining the factual basis for the Underwriter's representations in the Underwriter's Receipt for Bonds and Closing Certificate, the form of which is attached hereto as **Exhibit A**, relating to the pricing of the Bonds, other than information that would identify customers (e.g., name or account number). This agreement by the Underwriter to provide such information will continue to apply after the Closing Time (as defined herein) but shall not extend to any customer data or other confidential or proprietary information of the Underwriter.

3. Establishment of Issue Price.

(a) The Underwriter agrees to assist the City and Bond Counsel (as defined herein) in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing (as defined herein) an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit A**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except as otherwise set forth in **Schedule I** attached hereto, the City will treat the first price at which 10% of each maturity of the Bonds (the “**10% Test**”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report

to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% Test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Time has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this **Section 3**, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the **"Initial Offering Price"**) set forth in **Schedule I** attached hereto, except as otherwise set forth therein. **Schedule I** also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% Test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the Initial Offering Price to the public of each such maturity as of the sale date as the issue price of that maturity (the **"Hold-The-Offering-Price Rule"**). So long as the Hold-The-Offering-Price Rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (1) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Time has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (2) to comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter;

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below); and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Time has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party;

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

4. Preliminary Official Statement and Official Statement. The City consents to and ratifies the use and distribution by the Underwriter prior to the date upon which the Official Statement is executed and available for distribution, of the Preliminary Official Statement dated February [28], 2023 (which, together with the cover page and all exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Bonds, is herein called the “**Preliminary Official Statement**”), in connection with the public offering of the Bonds. The City further confirms the authority of the Underwriter to use, and consents to the use of, the final Official Statement with respect to the Bonds in connection with the public offering of the Bonds. The City represents and warrants that the Preliminary Official Statement previously furnished to the Underwriter was “deemed final” by the City as of its date, and the City hereby reaffirms that the Preliminary Official Statement is deemed final, for purposes of Rule 15c2-12(b)(1) (the “**Rule**”) promulgated under the Securities Exchange Act of 1934, as amended, except for the omission of certain information permitted to be omitted by the Rule, such as offering prices, interest rates, selling commission, aggregate principal amount, principal per maturity, delivery date, ratings, and other terms of the Bonds depending on such matters.

The City hereby agrees to deliver to the Underwriter within seven business days after the date hereof, the Official Statement, dated the date hereof, relating to the Bonds (which, together with the cover page and all exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Bonds, is herein called the “**Official Statement**”) executed on behalf of the City by a duly authorized officer, in such quantity as the Underwriter may request to enable the Underwriter to provide the Official Statement to potential customers and to comply with any rules of the Municipal Securities Rulemaking Board (the “**MSRB**”) and the SEC.

The Preliminary Official Statement and/or the Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable MSRB rules and as may be agreed to by the City and the Underwriter. If the Official Statement is prepared for distribution in electronic form, the City hereby confirms that it does not object to distribution of the Official Statement in electronic form.

5. City’s Representations and Warranties. The City hereby agrees with, and makes the following representations and warranties to, the Underwriter as of the date hereof and as of the date of Closing:

(a) Status of the City. The City is, and will be at Closing, a body corporate and politic and political subdivision of the State of Missouri (the “**State**”) created and existing under the laws of the State with the power and authority to (i) operate, repair and maintain its governmental facilities, (ii) execute and deliver the Transaction Documents, and (iii) carry out and consummate the transactions contemplated by the Transaction Documents.

(b) Authorization to Enter into Transaction Documents. The City is authorized by the laws of the State, including particularly its Charter, (i) to issue, sell and deliver the Bonds for the purposes set forth in the opening paragraphs hereof and in the Bond Ordinance, (ii) to adopt the Bond Ordinance and to enter into and perform its obligations under the Transaction Documents, and (iii) to pledge to the owners of the Bonds the funds appropriated for the payment thereof by the City and deposited in the Debt Service Fund established pursuant to the Bond Ordinance.

(c) Official Action. Prior to the Closing, the City shall have duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Official Statement, (ii) the approval, execution, delivery and receipt by the City of all of the Transaction Documents and/or agreements and documents as may be required to be executed, delivered and received by the City in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement, and (iii) the approval of the use of the Official Statement.

(d) Documents Legal, Valid and Binding. This Bond Purchase Agreement constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms. The Bonds when executed, issued, authenticated, delivered and paid for as herein and in the Bond Ordinance provided and the Transaction Documents when executed will have been duly authorized and issued and will constitute valid and binding obligations of the City enforceable in accordance with their terms (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar law or laws affecting the enforcement of creditors' rights generally or against municipal corporations such as the City from time to time in effect and further subject to the availability of equitable remedies).

(e) No Conflict or Breach. The City is not in breach of or default in any material respect under (i) any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or (ii) any loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute an event of default under any such instrument; and neither the execution and delivery of any of the Transaction Documents, or the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions thereof conflicts with or constitutes a breach of or default under (A) any applicable law, administrative regulation, judgment or decree or (B) the terms of any loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the City is a party or is otherwise subject; nor shall any such execution, delivery, adoption, fulfillment or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City (1) under the terms of any such law, administrative regulation, judgment or decree or (2) under the terms of any such loan agreement, indenture, bond, note, ordinance, agreement or other instrument, except as provided by the Transaction Documents.

(f) No Litigation. Except as otherwise set forth in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body, pending or, to the knowledge of the City, threatened against the City wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated hereby or by the Official Statement, including the status of the interest on the Bonds as excludable from gross income for federal income tax purposes or as exempt from income taxation in the State, (ii) the validity or enforceability in accordance with their respective terms of the Bonds, the Bond Ordinance, this Bond Purchase Agreement or any agreement or instrument to which the City is a party, used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement (nor to the best knowledge of the City, is there any basis therefor), (iii) the existence or powers of the City or the titles of its officers to their respective offices, or (iv) the financial condition of the City or the operation by the City of its property.

(g) No Consents or Approvals Required. The City has received all licenses, permits, or other regulatory approvals required (if any) to execute the Transaction Documents and to perform its obligations thereunder and the City is not in material default, and no event has occurred which would constitute or result in a material default under any such licenses, permits or approvals.

(h) Preliminary Official Statement and Official Statement True and Correct. The descriptions and information contained in the Preliminary Official Statement and the Official Statement are, as of their respective dates and at the Closing shall be, true and correct and do not, with respect to the Preliminary Official Statement and the Official Statement, as of their respective dates and at the Closing shall not, contain an untrue statement of a material fact and do not, with respect to the Preliminary Official Statement and Official Statement, as of their respective dates and at the Closing

shall not, omit to state a material fact necessary to make any statement made therein, in light of the circumstances under which it was made, not misleading.

(i) No Default Under Transaction Documents. The execution and delivery by the City of the Transaction Documents and the other documents contemplated hereby and by the Official Statement to be executed and delivered by the City, compliance with the provisions thereof, the approval of the use of the Official Statement, and the pledge of the funds deposited in the Debt Service Fund established pursuant to the Bond Ordinance to the owners of the Bonds do not conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree, order, agreement, ordinance, indenture, mortgage or lease by which the City is or may be bound. No event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default by the City under the Transaction Documents.

(j) Application of Bond Proceeds. The City represents and warrants that the proceeds of the Bonds shall be used as provided in the Transaction Documents. The City shall not take or omit to take any action which action or omission shall in any way cause or result in the proceeds from the sale of the Bonds being applied in a manner other than as provided in the Transaction Documents and as described in the Preliminary Official Statement and the Official Statement.

(k) Securities Laws Cooperation. The City agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Bonds for offering and sale under the securities or “Blue Sky” laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the City shall not be required with respect to the offer or sale of the Bonds, or otherwise, to file written consent to suit or to file written consent to service of process in any jurisdiction. The City consents to the use of drafts of the Preliminary Official Statement, the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement, by the Underwriter in obtaining such qualifications, subject to the right of the City to withdraw such consent for cause by written notice to the Underwriter.

(l) City Certificate. Any certificate signed by an authorized officer of the City and delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

(m) Financial Statements. The financial statements of the City included as **Appendix B** to the Preliminary Official Statement and the Official Statement and any other later available unaudited financial data of the City furnished to the Underwriter present fairly the financial position of the City as of the dates indicated and the results of its operations for the periods specified in all material respects for the periods involved except as stated in the notes thereto. The financial statements have been prepared in accordance with the accrual basis of accounting in accordance with accounting principles generally accepted in the United States. The City has not since December 31, 2021 incurred any material liabilities and since such date there has been no material adverse change in the financial position of the City or the operation by the City of its property other than as may be set forth in the Preliminary Official Statement and the Official Statement.

Since December 31, 2021, except as described in the Preliminary Official Statement and the Official Statement, there has been no material decrease in the City’s fund balances, no increase in short-term debt or long-term debt of the City and no adverse change, or any development involving a prospective adverse change, in or affecting the general affairs, management, properties, financial position, or results of operations of the City, which in any such case is material to the City.

(n) Supplements to Official Statement. If the Official Statement is supplemented or amended pursuant to **subsection (o)** of this **Section 5**, at the time of such supplement or amendment

thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto including the Closing, the information contained in the Official Statement as provided in **subsection (h)** of this **Section 5**, as so supplemented or amended, shall not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(o) Subsequent Events. If between the date of the Official Statement and the Closing any event shall occur which might or would cause the information contained in the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the City shall notify the Underwriter, and if in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City shall, at the expense of the City, supplement or amend the Official Statement in a form and in a manner approved by the Underwriter.

(p) Continuing Disclosure. The City will undertake, pursuant to the Undertaking, to provide certain annual financial information and operating data and notices of the occurrence of certain events. Except as otherwise set forth in the Preliminary Official Statement, the City has not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure agreement or undertaking.

6. Closing. Prior to or at 12:00 noon, St. Louis, Missouri time, on March **[23]**, 2023 or at such other time or such other date as shall have been mutually agreed upon by the City and the Underwriter (the “**Closing Time**”), the City will deliver, or cause to be delivered, to the Underwriter, the Bonds, in definitive form duly executed and authenticated by UMB Bank, N.A., Kansas City, Missouri, as paying agent for the Bonds (the “**Paying Agent**”), together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds by delivering to the City immediately available funds payable to the order of the City (or such other arrangement as shall be mutually agreed upon by the City and the Underwriter) in an amount equal to the purchase price set forth in **Section 1**. Such payment and delivery is referred to herein as the “**Closing**.”

Payment and delivery of the Bonds as aforesaid shall be made in St. Louis, Missouri, New York, New York, or such other place as is mutually agreed to by the City and the Underwriter. The Bonds will be delivered in denominations as set forth in the Bond Ordinance as definitive Bonds in fully-registered form. The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company (“**DTC**”). One fully-registered Bond certificate for each maturity in the principal amount of such maturity (as set forth in **Schedule I** hereto) will be deposited with DTC or delivered to the Paying Agent for “FAST” delivery prior to the Closing pursuant to the rules and procedures of DTC.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for any Bonds.

7. Events Permitting Underwriter to Terminate. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Bond Purchase Agreement, without liability to the Underwriter, by written notice to the City if, between the date of this Bond Purchase Agreement and the Closing, in the Underwriter's sole and reasonable judgment, any of the following events shall occur (each, a "**Termination Event**"):

(a) The market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(i) Legislation shall be enacted or for the first time actively considered for enactment by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a federal court of the United States, a State court or the United States Tax Court, or a ruling, ordinance, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States, the IRS or other federal or State authority with appropriate jurisdiction, with respect to federal or State taxation upon interest or other income to be derived by the City pursuant to the Transaction Documents, or upon interest on the Bonds or securities of the general character of the Bonds; or

(ii) There shall have occurred (A) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (B) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(iii) A general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iv) Legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Bonds, the Bond Ordinance or any other Transaction Document, or any comparable securities of the City are not exempt from registration, qualification or other requirements of the Securities Act of 1933, as amended (the "**Securities Act**"), or the Trust Indenture Act of 1939, as amended, or otherwise, or would be in violation of any provisions of the federal securities laws; or

(v) Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City shall have occurred; or

(vi) Any rating on any bonds or other obligations of the City is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(b) Any fact, event or circumstance shall exist that either makes untrue or incorrect any statement or information contained in the Official Statement as then amended or supplemented (other than any statement provided by the Underwriter) or is not reflected in the Official Statement as then amended or supplemented, but should be reflected therein in order to make the statements and information contained therein, in light of the circumstances under which they were made, not misleading and, in either such event, the City refuses to permit the Official Statement to be supplemented or corrected in a form and manner approved by the Underwriter or supply such statement or information or if such supplement or correction would, in the opinion of the Underwriter, materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds at the contemplated offering prices; or

(c) A general banking moratorium shall have been declared by federal, State or State of New York authorities and be in force; or

(d) A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(e) Other action or events shall have occurred or transpired, any of which has the purpose or effect, directly or indirectly, of materially adversely affecting the federal income tax consequences of any of the transactions contemplated in connection herewith, or that securities of the general character of the Bonds shall not be exempt from registration under the Securities Act; or

(f) There shall have occurred since December 31, 2021, any material adverse change in the affairs of the City from that reflected in the financial statements of the City provided to the Underwriter in connection with the Bonds, not otherwise disclosed to the Underwriter or in the Official Statement; or

(g) Any representation of the City contained in any Transaction Document shall prove to be or to have been false in any material respect; or

(h) Litigation or an administrative proceeding or investigation shall be pending or threatened affecting, contesting, questioning or seeking to restrain or enjoin (i) the issuance or delivery of any of the Bonds or the payment, collection or application of the proceeds of the Bonds or of other moneys or securities pledged or to be pledged under the Transaction Documents, (ii) the validity of the Bonds, (iii) the validity of any of the Transaction Documents or any proceedings taken by the City with respect to any of the foregoing, (iv) the City's creation, organization or existence or the titles to office of any members of the City Council of the City or officers, or (v) the legal power or authority of the City to enter into and engage in any of the transactions contemplated by the Transaction Documents.

Upon the occurrence of a Termination Event and the termination of this Bond Purchase Agreement by the Underwriter, all obligations of the City and the Underwriter under this Bond Purchase Agreement shall terminate, without further liability, except that the City and the Underwriter shall pay their respective expenses as set forth in **Section 10** of this Bond Purchase Agreement.

8. Conditions to Closing. The obligations hereunder of each party hereto shall be subject to the performance by the other party of its respective obligations to be performed hereunder at and prior to Closing, to the accuracy in all material respects of the representations and warranties herein of the other party as of the date hereof and as of the Closing Time, and to the following conditions, including the delivery by the appropriate party hereto or other entities of such documents as are enumerated herein:

(a) At the Closing Time, (i) the Transaction Documents shall have been authorized, executed and delivered, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter and the City, the Closing in all events, however, to be deemed such approval, (ii) the proceeds of the sale of the Bonds shall have been deposited and applied as described in the Bond Ordinance and the Official Statement, (iii) the City shall have duly adopted and there shall be in full force and effect such ordinances as, in the opinion of Gilmore & Bell, P.C., St. Louis, Missouri (“**Bond Counsel**”), shall be necessary in connection with the transactions contemplated hereby, and (iv) the City shall have delivered to the Underwriter the Official Statement within the time period and in a format that complies with the Rule and MSRB rules pursuant to **Section 4** of this Bond Purchase Agreement.

(b) At or prior to the Closing Time, the Underwriter shall have received counterparts, copies or certified copies (as appropriate) of the following documents in form and substance satisfactory to Bond Counsel and the Underwriter:

(i) The approving opinion of Bond Counsel, dated the date of Closing, addressed to the City and the Underwriter, relating to the due authorization, execution and delivery of the Bonds and the supplemental and disclosure opinions of Bond Counsel, in forms acceptable to the City and the Underwriter.

(ii) A certificate of the City, dated the date of Closing, signed by authorized officials of the City, to the effect that (A) all representations and warranties of the City contained in this Bond Purchase Agreement are true and correct in all material respects on and as of the date of Closing with the same effect as if made on the date of Closing, (B) the information in the Preliminary Official Statement and the Official Statement is accurate and not materially deficient and neither contains an untrue statement of a material fact nor omits to state a material fact necessary to make any statement made therein, in light of the circumstances under which it was made, not misleading, (C) the City has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing Time, (D) no event affecting the City has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date of Closing any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect, and (E) there is no action, suit, proceeding or investigation before or by any court or public board or body pending or threatened against the City to restrain or enjoin the issuance, execution or delivery of the Bonds or in any manner questioning the proceedings or authority for the issuance of the Bonds or affecting directly or indirectly the validity of the Bonds or of any provisions made or authorized for their payment or contesting the existence of the City or the title of any of its officers to their respective offices.

(iii) The Official Statement authorized, approved and executed on behalf of the City by a duly authorized official thereof.

(iv) The Bond Ordinance, duly adopted by the City Council of the City.

(v) The Federal Tax Certificate, duly executed by the City.

- (vi) The Undertaking, duly executed by the City.
- (vii) A letter from S&P Global Ratings, a division of S&P Global, Inc., assigning a rating of “_____” to the Bonds based on the creditworthiness of the City.
- (viii) A receipt of the City for the purchase price of the Bonds.
- (ix) An Information Return for Tax-Exempt Governmental Obligations (IRS Form 8038-G), executed by a duly authorized officer of the City.
- (x) A copy of the DTC Blanket Letter of Representations.
- (xi) The opinion of the Underwriter’s counsel, dated the date of Closing, addressed to the Underwriter, in form acceptable to the Underwriter.
- (xii) Other certificates listed on a closing agenda to be approved by Bond Counsel and the Underwriter, including any certificates or representations of the City required in order for Bond Counsel to deliver the opinions referred to in **Section 8(b)(i)** of this Bond Purchase Agreement.
- (xiii) Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or the Underwriter may reasonably request to evidence compliance with all legal requirements, the truth and accuracy, as of the Closing, of the representations herein and the due performance or satisfaction of all agreements then to be performed and all conditions then to be satisfied.

The documents to be delivered to the Underwriter pursuant to this Bond Purchase Agreement shall be deemed to be in compliance with the conditions of this Bond Purchase Agreement if, but only if, in the reasonable judgment of the Underwriter, they are satisfactory in form and substance. No condition hereof shall be deemed to have been waived by the Underwriter, unless expressed specifically in a writing signed by the Underwriter.

Unless performance is waived by the party for whose benefit a condition or obligation is intended, if any person shall be unable to satisfy the above conditions to the obligations of any party to this Bond Purchase Agreement, or if the obligations hereunder of any party shall be terminated for any reason permitted by this Bond Purchase Agreement and unless otherwise waived, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations of the City and the Underwriter, as provided in **Section 10** hereof, shall continue in full force and effect.

9. Survival of Representations, Warranties and Agreements. All representations, warranties and agreements of the City shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of any other party and shall survive the Closing. The obligations of the City and the Underwriter under **Section 10** hereof shall survive any termination of this Bond Purchase Agreement.

10. Expenses. Whether or not the Bonds are sold to the Underwriter, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the City’s obligations hereunder. If the Bonds are delivered by the City to the Underwriter, the City shall pay, from the proceeds of the Bonds or from other funds of the City, the following expenses: (a) the cost of preparing, duplicating or printing, mailing and delivering the Transaction Documents, including the cost of printing copies of the Preliminary Official Statement and the Official Statement and any amendment or supplement of either; (c) the cost of preparation and printing of the definitive Bonds; (c) the fees and expenses of the City, the Paying Agent, Bond Counsel, the Underwriter’s counsel, and any other experts or consultants retained by the City; (d) the charges of any rating agency with respect to the Bonds; (e) the fees and expenses of the City’s accountants, if any, in connection

with the issuance of the Bonds; and (f) all other fees and expenses reasonably incurred in connection with the preparation of the Transaction Documents and/or the initial offering and sale of the Bonds except those to be paid by the Underwriter pursuant to the last paragraph of this **Section 10**. Unless the City and the Underwriter otherwise agree, the City shall pay from the proceeds of the Bonds or reimburse the Underwriter from its available funds (in either case, if permitted by applicable law) for all incidental costs (excluding entertainment expenses) paid by the Underwriter on behalf of the City in connection with the marketing, issuance and delivery of the Bonds, if the Bonds are sold to the Underwriter by the City.

If the Bonds are sold to the Underwriter by the City, the City shall pay out of the proceeds of the Bonds the discount of the Underwriter or the purchase price paid for the Bonds shall reflect such discount.

Except as otherwise provided in this **Section 10**, the Underwriter shall pay the cost, if any, of qualifying the Bonds for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Bonds and all other expenses incurred by it in connection with its public offering and distribution of the Bonds, not described above.

11. Amendments to Official Statement. If, after the date of this Bond Purchase Agreement and until the earlier of (a) ninety (90) days after the “end of the underwriting period” (as defined in the Rule) or (b) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the end of the underwriting period, an event relating to or affecting the City shall occur, or come to the attention of the City, the City shall promptly notify the Underwriter and, if as a result of such event, it is necessary, in the opinion of Bond Counsel or the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances then existing, the City will forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein not misleading. The expenses of preparing such amendment or supplement shall be borne by the City. Thereafter, all references to and representations regarding the Official Statement contained herein shall refer to or regard the Official Statement as so amended or supplemented. For the purpose of this Section, the City will furnish to the Underwriter such information with respect to the City as the Underwriter may from time to time reasonably request. If notification is given by the City, or such information comes to the attention of the Underwriter, after the date of Closing, the City shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

12. Third-Party Beneficiaries. The City agrees that the Underwriter is and shall be a third-party beneficiary of any and all representations and warranties made by the City in the Transaction Documents, to the same effect as if the City had made such representations and warranties to the Underwriter in this Bond Purchase Agreement.

13. Notices. Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to the Underwriter at the following address:

Stifel, Nicolaus & Company, Incorporated
One Financial Plaza
501 North Broadway, 10th Floor
St. Louis, Missouri 63102
Attention: Public Finance Department

14. Successors. This Bond Purchase Agreement is made for the benefit of the City and the Underwriter (including the successors or assigns of the Underwriter) and no other person, including any purchaser of the Bonds, shall acquire or have any rights hereunder or by virtue hereof.

15. Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

16. Effectiveness. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

17. Counterparts. This Bond Purchase Agreement may be executed in any number of counterparts, each of which so executed and delivered shall constitute an original and all together shall constitute but one and the same instrument.

18. Captions. The captions or headings in this Bond Purchase Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Bond Purchase Agreement.

19. Electronic Transactions. The transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

20. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, as amended, the Underwriter hereby certifies to the City that it is not currently engaged in and shall not, for the duration of this Bond Purchase Agreement, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel.

(Remainder of this page intentionally left blank)

Very truly yours,

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED**

By: _____
Name: Martin Ghafoori
Title: Managing Director

Accepted and agreed to as of
the date first above written:

CITY OF REPUBLIC, MISSOURI

By: _____
Name: Matt Russell
Title: Mayor

**SCHEDULE I
TO BOND PURCHASE AGREEMENT**

**CITY OF REPUBLIC, MISSOURI
SPECIAL OBLIGATION BONDS
SERIES 2023**

**10% TEST APPLIES
(MATURITIES FOR WHICH 10% SOLD AS OF THE DATE OF THIS
BOND PURCHASE AGREEMENT)**

Year (<u>May 1</u>)	Principal <u>Amount</u>	Interest <u>Rate</u>	<u>Price</u>
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**HOLD-THE-OFFERING-PRICE RULE APPLIES
(MATURITIES FOR WHICH 10% NOT SOLD AS OF THE DATE OF THIS
BOND PURCHASE AGREEMENT)**

[] None [] [] insert list of applicable maturities []

**EXHIBIT A
TO BOND PURCHASE AGREEMENT**

FORM OF UNDERWRITER'S RECEIPT FOR BONDS AND CLOSING CERTIFICATE

\$ _____
**CITY OF REPUBLIC, MISSOURI
SPECIAL OBLIGATION BONDS
SERIES 2023**

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (the “Original Purchaser”), as the original purchaser of the above-described bonds (the “Bonds”), being issued on the date of this Certificate by the City of Republic, Missouri (the “Issuer”), certifies and represents as follows:

1. Bond Purchase Agreement. The Original Purchaser and the Issuer have entered into a Bond Purchase Agreement (the “Bond Purchase Agreement”), dated March 7, 2023 (the “Sale Date”), providing for the purchase of the Bonds by the Original Purchaser from the Issuer.

2. Compliance with Bond Purchase Agreement. We acknowledge that we have timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to us pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds (except to the extent we have waived or consented to modification of certain provisions thereof), and that the Issuer has in all respects complied with and satisfied all of its obligations to us which are required under said Bond Purchase Agreement to be complied with and satisfied on or before the date hereof.

3. Receipt for Bonds. We further acknowledge receipt on this date of the Bonds, consisting of fully-registered Bonds numbered from R-1 consecutively upward in authorized denominations of \$5,000 or integral multiples thereof. Each of said Bonds has been signed by the manual or facsimile signature of the Mayor of the Issuer and attested by the manual or facsimile signature of the City Clerk of the Issuer, with the Issuer’s official seal affixed thereon, and has been authenticated by the manual signature of an authorized signatory of the Paying Agent.

4. Issue Price. For purposes of this section the following definitions apply:

“Effective Time” means the time on the Sale Date that the Bond Purchase Agreement to purchase the Bonds became enforceable.

“Holding Period” means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the Sale Date; or

(2) the date and time at which the Original Purchaser has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.

“Initial Offering Price” means the price listed in **Schedule A** for each Maturity.

“Maturity” means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

“Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (a) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (b) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another) or (c) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

“Undersold Maturity” or “Undersold Maturities” means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

“Underwriting Firm” means (a) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (a) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The Original Purchaser represents as follows:

(i) Attached as **Attachment A** is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.

(ii) As of the Effective Time all the Bonds were the subject of an initial offering to the Public.

(iii) As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.

(iv) ☐ As of the Effective Time, there were no Undersold Maturities. ☐ For any Undersold Maturity, during the Holding Period each Underwriting Firm did not offer nor sell Bonds of the Undersold Maturity to the Public at a price that is higher than the respective Initial Offering Price for that Undersold Maturity.

(v) Any separate agreement among any Underwriting Firm related to the sale of an Undersold Maturity during the Holding Period contained the agreement referenced in (iv) above. ☐

Capitalized terms not otherwise defined herein have the meaning given such terms in the Bond Purchase Agreement.

We express no view regarding the legal sufficiency of any computations or the correctness of any legal interpretation made by Gilmore & Bell, P.C., as bond counsel.

Nothing herein represents our interpretation of any laws or regulations under the Internal Revenue Code of 1986, as amended.

This Certificate may be executed in counterparts, each of which so executed and delivered shall constitute an original and all together shall constitute but one and the same instrument.

DATED: March 23, 2023

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: _____
Managing Director

By: _____
Managing Director – Municipal Syndicate

SCHEDULE A

**CITY OF REPUBLIC, MISSOURI
SPECIAL OBLIGATION BONDS
SERIES 2023**

Year (<u>May 1</u>)	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>
--------------------------------	------------------------------------	---------------------------------	---------------------

ATTACHMENT A

Initial Offering Price Documentation

[Attach Pricing Wire or Other Offering Price Documentation]

CONTINUING DISCLOSURE UNDERTAKING

Dated as of March 1, 2023

by the

CITY OF REPUBLIC, MISSOURI

**\$[*Principal Amount*]
Special Obligation Bonds
Series 2023**

CONTINUING DISCLOSURE UNDERTAKING

This **CONTINUING DISCLOSURE UNDERTAKING** dated as of March 1, 2023 (this “**Undertaking**”), is executed and delivered by the **CITY OF REPUBLIC, MISSOURI** (the “**Issuer**”).

RECITALS

1. This Undertaking is executed and delivered by the Issuer in connection with the issuance by the Issuer of \$[***Principal Amount**]* **Special Obligation Bonds, Series 2023** (the “**Bonds**”), pursuant to an ordinance adopted by the governing body of the Issuer on March 7, 2023 (the “**Ordinance**”).

2. The Issuer is entering into this Undertaking for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “**Rule**”). The Issuer is the only “**obligated person**” (as defined by the Rule) with responsibility for continuing disclosure hereunder.

The Issuer covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Ordinance, which apply to any capitalized term used in this Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“**Annual Report**” means any Annual Report provided by the Issuer pursuant to, and as described in, **Section 2**.

“**Beneficial Owner**” means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**Business Day**” means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal office or designated payment office of the paying agent or the Dissemination Agent is located are required or authorized by law to remain closed or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

“**Dissemination Agent**” means any entity designated in writing by the Issuer to serve as dissemination agent pursuant to this Undertaking and which has filed with the Issuer a written acceptance of such designation.

“**EMMA**” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

“**Financial Obligation**” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; provided, however, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means the **12-month** period beginning on **January 1** and ending on **December 31** or any other **12-month** period selected by the Issuer as its Fiscal Year for financial reporting purposes.

“Material Events” means any of the events listed in **Section 3**.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

“Participating Underwriter” means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

Section 2. Provision of Annual Reports.

- (a) The Issuer shall, not later than **180** days after the end of the Issuer’s Fiscal Year, commencing with the Fiscal Year ended December 31, 2022, file with the MSRB, through EMMA, the following financial information and operating data (the **“Annual Report”**):
 - (1) The audited financial statements of the Issuer for the prior Fiscal Year, prepared in accordance with accounting principles generally accepted in the United States. If audited financial statements are not available by the time the Annual Report is required to be provided pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be provided in the same manner as the Annual Report promptly after they become available.
 - (2) Updates as of the end of the Fiscal Year of certain financial information and operating data contained in the final Official Statement related to the Bonds, as described in **Exhibit A**, in substantially the same format contained in the final Official Statement with such adjustments to formatting or presentation determined to be reasonable by the Issuer.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an **“obligated person”** (as defined by the Rule), which have been provided to the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The Issuer shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in this Section; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under **Section 3**.

- (b) The Annual Report shall be filed with the MSRB in such manner and format as is prescribed by the MSRB.

Section 3. Reporting of Material Events. Not later than **10 Business Days** after the occurrence of any of the following events, the Issuer shall give, or cause to be given, to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds (“**Material Events**”):

- (a) principal and interest payment delinquencies;
- (b) non-payment related defaults, if material;
- (c) unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) substitution of credit or liquidity providers, or their failure to perform;
- (f) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
- (g) modifications to rights of bondholders, if material;
- (h) bond calls, if material, and tender offers;
- (i) defeasances;
- (j) release, substitution or sale of property securing repayment of the Bonds, if material;
- (k) rating changes;
- (l) bankruptcy, insolvency, receivership or similar event of the Issuer (which shall be deemed to occur as provided in the Rule);
- (m) the consummation of a merger, consolidation or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (n) appointment of a successor or additional trustee or the change of name of the trustee, if material;
- (o) incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
- (p) default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

If the Issuer has not submitted the Annual Report to the MSRB by the date required in **Section 2(a)**, the Issuer shall send a notice to the MSRB of the failure of the Issuer to file on a timely basis the Annual Report, which notice shall be given by the Issuer in accordance with this **Section 3**.

Section 4. Termination of Reporting Obligation. The Issuer’s obligations under this Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the Issuer’s obligations under this Undertaking are assumed in full by some other entity, such entity shall be responsible for compliance with this Undertaking in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such assumption occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such assumption in the same manner as for a Material Event under **Section 3**.

Section 5. Dissemination Agents. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Undertaking and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign as dissemination agent hereunder at any time upon **30** days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the Issuer pursuant to this Undertaking.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Undertaking, the Issuer may amend this Undertaking and any provision of this Undertaking may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the Issuer with its written opinion that the undertaking of the Issuer contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Undertaking.

In the event of any amendment or waiver of a provision of this Undertaking, the Issuer shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (a) notice of such change shall be given in the same manner as for a Material Event under **Section 3**, and (b) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Undertaking. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is specifically required by this Undertaking, the Issuer shall have no obligation under this Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Default. If the Issuer fails to comply with any provision of this Undertaking, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an event of default under the Ordinance or the Bonds, and the sole remedy under this Undertaking if there is any failure of the Issuer to comply with this Undertaking shall be an action to compel performance.

Section 9. Beneficiaries. This Undertaking shall inure solely to the benefit of the Issuer, the Participating Underwriter and the Beneficial Owners from time to time of the Bonds and shall create no rights in any other person or entity.

Section 10. Severability. If any provision in this Undertaking, the Ordinance or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Undertaking, the Ordinance and the Bonds shall not in any way be affected or impaired thereby.

Section 11. Electronic Transactions. The arrangement described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 12. Governing Law. This Undertaking shall be governed by and construed in accordance with the laws of the State of Missouri.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Issuer has caused this Undertaking to be executed as of the day and year first above written.

CITY OF REPUBLIC, MISSOURI

By: _____
Matt Russell, Mayor

**EXHIBIT A
TO CONTINUING DISCLOSURE UNDERTAKING**

**FINANCIAL INFORMATION AND OPERATING DATA TO BE
INCLUDED IN ANNUAL REPORT**

The financial information and operating data contained in the tables in the following-described sections of Appendix A to the final Official Statement relating to the Bonds (but only to the extent not otherwise provided under Section 2(a)(1) above):

- (a) **“TAX INFORMATION – Property Valuations – *Current Assessed Valuation*;”**
- (b) **“TAX INFORMATION – Property Valuations – *History of Property Valuations*;”**
- (c) **“TAX INFORMATION – Tax Collection Record;”**
- (d) **“TAX INFORMATION – Major Property Taxpayers;”** and
- (e) **“TAX INFORMATION – Sales Tax Information.”**

FEDERAL TAX CERTIFICATE

Dated March 23, 2023

OF THE
CITY OF REPUBLIC, MISSOURI

\$[*Principal Amount*]
Special Obligation Bonds
Series 2023

FEDERAL TAX CERTIFICATE

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Exhibit A – Debt Service Schedule and Proof of Bond Yield

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Exhibit F – Sample Final Written Allocation

Exhibit G – Tax and Disclosure Compliance Procedure

* * *

FEDERAL TAX CERTIFICATE

THIS FEDERAL TAX CERTIFICATE (this “Tax Certificate”) is executed March 23, 2023, by the **CITY OF REPUBLIC, MISSOURI**, a political subdivision organized and existing under the laws of the State of Missouri (the “Issuer”).

RECITALS

1. This Tax Certificate is being executed and delivered in connection with the issuance by the Issuer of \$[*Principal Amount*] principal amount of Special Obligation Bonds, Series 2023 (the “Bonds”), under an ordinance adopted on March 7, 2023 (the “Ordinance”), for the purposes described in this Tax Certificate and in the Ordinance.

2. The Internal Revenue Code of 1986, as amended (the “Code”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (collectively, the “Regulations”), impose certain limitations on the uses and investment of the Bond proceeds and of certain other money relating to the Bonds and set forth the conditions under which the interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The Issuer is executing this Tax Certificate to set forth certain facts, covenants, representations, and expectations relating to the use of Bond proceeds and the property financed or refinanced with those proceeds and the investment of the Bond proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate and yield reduction amounts provisions of Code § 148(f).

4. The Issuer adopted a Tax and Disclosure Compliance Procedure on January 3, 2017, as it may from time to time be amended (the “Compliance Procedure”), for the purpose of setting out general procedures for the Issuer to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Certificate is entered into as required by the Compliance Procedure to set out specific tax compliance procedures applicable to the Bonds.

NOW, THEREFORE, the Issuer represents, covenants and agrees as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Certificate or unless the context otherwise requires, capitalized words and terms used in this Tax Certificate have the same meanings as set forth in the Ordinance, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Certificate have the following meanings:

“Adjusted Gross Proceeds” means the Gross Proceeds of the Bonds reduced by amounts (a) in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, (b) that as of the Issue Date are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period, and (c) representing grant repayments or sale or Investment proceeds of any purpose Investment.

“Annual Compliance Checklist” means a checklist for the Bonds designed to measure compliance with the requirements of this Tax Certificate and the Compliance Procedure after the Issue Date, as further described in **Section 4.2** and substantially in the form attached as **Exhibit E**.

“Available Construction Proceeds” means the sale proceeds of the Bonds, increased by (a) Investment earnings on the sale proceeds, (b) earnings on amounts in a reasonably required reserve or replacement fund allocable to the Bonds but not funded from the Bonds, and (c) earnings on such earnings, reduced by sale proceeds (1) in any reasonably required reserve fund or (2) used to pay issuance costs of the Bonds. But Available Construction Proceeds do not include Investment earnings on amounts in a reasonably required reserve or replacement fund after the earlier of (A) the second anniversary of the Issue Date or (B) the date the Financed Facility is substantially completed.

“Bona Fide Debt Service Fund” means a fund, which may include Bond proceeds, that (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

“Bond” or **“Bonds”** means any bond or bonds described in the recitals, authenticated and delivered under the Ordinance.

“Bond Compliance Officer” means the Issuer’s Finance Director or other person named in the Compliance Procedure.

“Bond Counsel” means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the Issuer.

“Bond Year” means each one-year period (or shorter period for the first Bond Year) ending May 1, or another one-year period selected by the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended.

“Compliance Procedure” means the Issuer’s Tax and Disclosure Compliance Procedure, dated January 3, 2017, as it may from time to time be amended, attached as **Exhibit G**.

“Computation Date” means each date on which arbitrage rebate and yield reduction amounts for the Bonds are computed. The Issuer may treat any date as a Computation Date, subject to the following limits:

(a) the first rebate installment payment must be made for a Computation Date not later than five years after the Issue Date;

(b) each subsequent rebate installment payment must be made for a Computation Date not later than five years after the previous Computation Date for which an installment payment was made; and

- (c) the date the last Bond is discharged is the final Computation Date.

The Issuer selects March 1, 2028, as the first Computation Date but reserves the right to select a different date consistent with the Regulations.

“Final Written Allocation” means the Final Written Allocation of expenditures of the Bond proceeds prepared by the Bond Compliance Officer in accordance with the Compliance Procedure and **Section 4.2(b)**.

“Financed Facility” means the portion of the Project being financed or refinanced with the proceeds of the Bonds as summarized on **Exhibit D**.

“Gross Proceeds” means (a) sale proceeds (any amounts actually or constructively received by the Issuer from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds or other Investment proceeds), (c) any amounts held in a sinking fund for the Bonds, (d) any amounts held in a pledged fund or reserve fund for the Bonds, and (e) any other replacement proceeds. Specifically, Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:

- (1) Projects Fund.
- (2) Debt Service Fund.
- (3) Rebate Fund (to the extent funded with sale proceeds or Investment proceeds of the Bonds).

“Guaranteed Investment Contract” is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

“IRS” means the United States Internal Revenue Service.

“Issue Date” means March 23, 2023.

“Issuer” means the City of Republic, Missouri, and its successors and assigns, or any body, agency or instrumentality of the State of Missouri succeeding to or charged with the powers, duties and functions of the Issuer.

“Management or Service Agreement” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. Contracts for services that are solely incidental to the primary

governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services), however, are not treated as Management or Service Agreements.

“Measurement Period” means, with respect to each item of property financed as part of the Financed Facility, the period beginning on the later of (a) the Issue Date or (b) the date the property is placed in service and ending on the earlier of (1) the final maturity date of the Bonds or (2) the end of the expected economic useful life of the property.

“Minor Portion” means the lesser of \$100,000 or 5% of the sale proceeds of the Bonds.

“Net Proceeds” means, when used in reference to the Bonds, the sale proceeds (excluding pre-issuance accrued interest), less an allocable share of any proceeds deposited in a reasonably required reserve or replacement fund, plus an allocable share of all Investment earnings on such sale proceeds.

“Non-Qualified Use” means use of Bond proceeds or the Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Bond proceeds or the Financed Facility are “used” in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

“Non-Qualified User” means any person or entity other than a Qualified User.

“Official Intent Date” means October 18, 2022, as described in **Section 2.1(i)**.

“Opinion of Bond Counsel” means the written opinion of Bond Counsel to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

“Ordinance” means the Ordinance authorizing the issuance of the Bonds adopted by the City Council of the Issuer on March 7, 2023, as amended and supplemented in accordance with the provisions thereof.

“Post-Issuance Tax Requirements” means those requirements related to the use of Bond proceeds, the use of the Financed Facility and the investment of Gross Proceeds after the Issue Date.

“Project” means all of the property being acquired, developed, constructed, renovated and equipped by the Issuer using Bond proceeds and Qualified Equity, including capital improvements to the Issuer’s parks and recreational facilities, as further summarized on **Exhibit D**.

“Qualified Equity” means funds (but excluding an existing equity ownership interest in real property or tangible personal property) that are not derived from proceeds of a tax-exempt financing that are spent on the Project on a date that is no earlier than a date on which such expenditures would be eligible for reimbursement by proceeds of the Bonds under Regulations § 1.150-2(d)(2) and ending not later than the date the Project is capable of and actually used at substantially its designed level.

“Qualified Use Agreement” means any of the following:

(a) A lease or other short-term use by members of the general public who occupy the Financed Facility on a short-term basis in the ordinary course of the Issuer’s governmental purposes.

(b) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 200 days in length pursuant to an arrangement whereby (1) the use of the Financed Facility under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (2) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(c) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 100 days in length pursuant to arrangements whereby (1) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (2) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (3) the Financed Facility was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(d) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Financed Facility was not constructed for a principal purpose of providing the property for use by that person.

“Qualified User” means a state, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“Reasonable Retainage” means Gross Proceeds retained by the Issuer for reasonable business purposes, such as to ensure or promote compliance with a construction contract; provided that such amount may not exceed (a) for purposes of the 18-month spending test, 5% of the net sale proceeds of the Bonds on the date 18 months after the Issue Date, or (b) for purposes of the 2-year spending test, 5% of the Available Construction Proceeds as of the end of the 2-year spending period.

“Rebate Analyst” means Gilmore & Bell, P.C. or any successor Rebate Analyst selected pursuant to this Tax Certificate.

“Regulations” means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

“Tax Certificate” means this Federal Tax Certificate as it may from time to time be amended and supplemented in accordance with its terms.

“Tax-Exempt Bond File” means documents and records for the Bonds, maintained by the Bond Compliance Officer pursuant to the Compliance Procedure.

“Transcript” means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

“**Underwriter**” means Stifel, Nicolaus & Company, Incorporated, the original purchaser of the Bonds.

“**Yield**” means yield on the Bonds, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the Issuer. The Issuer represents and covenants as follows:

(a) *Organization and Authority.* The Issuer (1) is a political subdivision organized and existing under the laws of the State of Missouri, (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Ordinance, to enter into, execute and deliver the Ordinance, the Bonds, and this Tax Certificate and to carry out its obligations under the Ordinance, the Bonds, and this Tax Certificate, and (3) by all necessary action has been duly authorized to execute and deliver the Ordinance, the Bonds, and this Tax Certificate, acting by and through its duly authorized officials.

(b) *Tax-Exempt Status of Bonds—General Covenants and Allocation of Proceeds to Project.*

(1) The Issuer (to the extent within its power or direction) will not use any money on deposit in any fund or account maintained in connection with the Bonds, whether or not such money was derived from the proceeds of the sale of the Bonds or from any other source, in a manner that would cause the Bonds to be “arbitrage bonds,” within the meaning of Code § 148, and will not (to the extent within its power or direction) otherwise use or permit the use of any Bond proceeds or any other funds of the Issuer, directly or indirectly, in any manner, or take or permit to be taken any other action or actions, that would cause interest on the Bonds to be included in gross income for federal income tax purposes.

(2) The Issuer will finance the Project with Bond proceeds and Qualified Equity. For purposes of the covenants in this **Section 2.1** relating to Non-Qualified Use of the Project, any Non-Qualified Use shall be treated as first allocated entirely to the portion of the Project financed with Qualified Equity, and then, but only to the extent of any excess Non-Qualified Use, to the portion of the Project financed by Bond proceeds (that is, the Financed Facility).

(c) *Governmental Obligations—Use of Proceeds.* Throughout the Measurement Period, (1) all of the Financed Facility is expected to be owned by the Issuer or another Qualified User, (2) no portion of the Financed Facility is expected to be used in a Non-Qualified Use, and (3) the Issuer will not permit any Non-Qualified Use of the Financed Facility without first consulting with Bond Counsel.

(d) *Governmental Obligations—Private Security or Payment.* As of the Issue Date, the Issuer expects that none of the principal of and interest on the Bonds will be (under the terms of the Bonds or any underlying arrangement) directly or indirectly:

(1) secured by (A) any interest in property used or to be used for a Non-Qualified Use, or (B) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the Issuer) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

For purposes of the foregoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The Issuer will not permit any private security or payment with respect to the Bonds without first consulting with Bond Counsel.

(e) *No Private Loan.* Not more than 5% of the net proceeds of the Bonds will be loaned directly or indirectly to any Non-Qualified User.

(f) *Management or Service Agreements.* As of the Issue Date, the Issuer has no Management or Service Agreements with Non-Qualified Users. During the Measurement Period, the Issuer will not enter into any Management or Service Agreement with any Non-Qualified User without first consulting with Bond Counsel.

(g) *Leases and Similar Use Agreements.* As of the Issue Date, the Issuer has not entered into any leases or similar use agreements or arrangements with respect to any portion of the Project other than Qualified Use Agreements. During the Measurement Period, the Issuer will not enter into any lease or similar use agreement or arrangement with respect to any portion of the Project other than a Qualified Use Agreement without first consulting with Bond Counsel.

(h) *Limit on Maturity of Bonds.* A list of the assets included in the Project and a computation of the “average reasonably expected economic life” is attached as **Exhibit D**. Based on this computation, the “average maturity” of the Bonds as computed by Bond Counsel does not exceed the average reasonably expected economic life of the Financed Facility.

(i) *Expenditure of Bond Proceeds.*

(1) The Issuer will evidence each allocation of the proceeds of the Bonds and Qualified Equity for the Project to an expenditure in writing. No allocation will be made more than 18 months following the later of (A) the date of the expenditure or (B) the date the Financed Facility was placed in service.

(2) On the Official Intent Date, the governing body of the Issuer adopted a resolution stating the Issuer’s intent to finance the Financed Facility with tax-exempt bonds and to reimburse the Issuer for expenditures made for the Financed Facility prior to the issuance of those bonds. A copy of the resolution is attached as **Exhibit C**. \$_____ of the proceeds of the Bonds will be allocated to expenditures paid by the Issuer prior to the Issue Date and will be shown on line 45 of Form 8038-G. A list of expenditures to be reimbursed is included as part of **Exhibit D**. No portion of the Net Proceeds of the Bonds will be used to reimburse an expenditure paid by the Issuer more than 60 days prior to the date the resolution was adopted unless the expenditure may be reimbursed for the reasons permitted under Regulations § 1.150-2(f) (for example, issuance costs, de minimis amounts, and preliminary expenditures). No reimbursement allocation will be made for an expenditure made more than three years before the date of the reimbursement allocation.

(j) *Registered Bonds.* The Ordinance requires that all of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(k) *Bonds Not Federally Guaranteed.* The Issuer will not take any action or permit any action to be taken which would cause any Bond to be “federally guaranteed” within the meaning of Code § 149(b).

(l) *IRS Form 8038-G.* Bond Counsel will prepare Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the Issuer contained in this Tax Certificate or otherwise provided by the Issuer. Bond Counsel will sign the return as a paid preparer following completion and will then deliver copies to the Issuer for execution and for the Issuer’s records. The Issuer agrees to timely execute and return to Bond Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the “as-filed” copy along with proof of filing will be included as **Exhibit B**.

(m) *Hedge Bonds.* At least 85% of the net sale proceeds (the sale proceeds of the Bonds less any sale proceeds invested in a reserve fund) of the Bonds will be used to carry out the governmental purpose of the Bonds within three years after the Issue Date, and not more than 50% of the proceeds of the Bonds will be invested in Investments having a substantially guaranteed Yield for four years or more.

(n) *Compliance with Future Tax Requirements.* The Issuer understands that the Code and the Regulations may impose new or different restrictions and requirements on the Issuer in the future. The Issuer will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(o) *Single Issue; No Other Issues.* The Bonds constitute a single “issue” under Regulations § 1.150-1(c). No other debt obligations of the Issuer (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

(p) *Interest Rate Swap.* As of the Issue Date, the Issuer has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Bonds. The Issuer will not enter into any such arrangement in the future without first consulting with Bond Counsel.

(q) *Guaranteed Investment Contract.* As of the Issue Date, the Issuer does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Bonds. The Issuer will be responsible for complying with **Section 4.4(d)** if it decides to enter into a Guaranteed Investment Contract at a later date.

(r) *Bank Qualified Tax-Exempt Obligations.* The Issuer designates the Bonds as “qualified tax-exempt obligations” under Code § 265(b)(3), and with respect to this designation certifies as follows:

(1) the Issuer reasonably anticipates that the amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) that will be issued by or on behalf of the Issuer (and all subordinate entities of the Issuer) during calendar year 2023, including the Bonds, will not exceed \$10,000,000; and

(2) the Issuer (including all subordinate entities of the Issuer) will not issue tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) during calendar year 2023, including the Bonds, in an aggregate principal amount or aggregate issue price in excess of \$10,000,000, without first obtaining advice of Bond Counsel that the designation of the Bonds as “qualified tax-exempt obligations” will not be adversely affected.

Section 2.2. Survival of Representations and Covenants. All representations, covenants and certifications contained in this Tax Certificate or in any certificate or other instrument delivered by the Issuer under this Tax Certificate, will survive the execution and delivery of such documents and the issuance of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Bonds.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this **Article III** is to certify, under Regulations § 1.148-2(b), the Issuer's expectations as to the sources, uses and investment of Bond proceeds and other money, in order to support the Issuer's conclusion that the Bonds are not arbitrage bonds. The individuals executing this Tax Certificate on behalf of the Issuer are officers of the Issuer responsible for issuing the Bonds.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this **Article III** are based upon and in reliance upon the Issuer's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the Issuer's knowledge, the facts and estimates set forth in this Tax Certificate are accurate, and the expectations of the Issuer set forth in this Tax Certificate are reasonable. The Issuer has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Certificate are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purposes of the Financing. The Bonds are being issued for the purpose of providing funds to pay (a) the costs of the Project and (b) the costs of issuing the Bonds.

Section 3.4. Funds and Accounts. The following funds and accounts have been established under the Ordinance:

- (a) Projects Fund.
- (b) Debt Service Fund.
- (c) Rebate Fund.

Section 3.5. Amount and Use of Bond Proceeds.

(a) *Amount of Bond Proceeds.* The total proceeds to be received by the Issuer from the sale of the Bonds will be as follows:

Principal Amount	\$[*Principal Amount*].00
Plus [*Net*] Original Issue Premium	
Less Underwriting Discount	()
Total Proceeds Received by Issuer	\$

(b) *Use of Bond Proceeds.* The Bond proceeds are expected to be allocated to expenditures as follows:

(1) The sum of \$_____ will be withheld by the Underwriter for the reimbursement of certain costs of issuance of the Bonds.

(2) Any accrued interest received from the sale of the Bonds will be deposited in the Debt Service Fund and used to pay interest on the Bonds.

(3) The remaining Bond proceeds (\$_____) will be deposited in the Projects Fund, of which \$_____ will be used to pay costs of issuance, \$_____ will be used to reimburse the Issuer for costs of the Financed Facility paid before the Issue Date and the balance (\$_____) will be used to pay costs of the Financed Facility.

Section 3.6. [Reserved.]

Section 3.7. No Refunding. No proceeds of the Bonds will be used to pay principal of or interest on any other debt obligation.

Section 3.8. Project Completion. The Issuer has incurred or will incur within six months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the Net Proceeds of the Bonds on the Financed Facility. The completion of the Financed Facility and the allocation of the Net Proceeds of the Bonds to expenditures will proceed with due diligence. At least 85% of the Net Proceeds of the Bonds will be allocated to expenditures on the Financed Facility within three years after the Issue Date.

Section 3.9. Sinking Funds. The Issuer is required to make periodic payments in amounts sufficient to pay the principal of and interest on the Bonds. These payments will be deposited into the Debt Service Fund. Except for the Debt Service Fund, no sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds has been established or is expected to be established. The Debt Service Fund is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the Issuer expects that the Debt Service Fund will qualify as a Bona Fide Debt Service Fund.

Section 3.10. Reserve, Replacement and Pledged Funds.

(a) *No Debt Service Reserve Fund.* No reserve or replacement fund has been established for the Bonds.

(b) *No Other Replacement or Pledged Funds.* None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility, and that instead have been or will be used to acquire higher yielding Investments. Except for the Debt Service Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Issuer encounters financial difficulty.

Section 3.11. Purpose Investment Yield. The Bond proceeds will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.12. Issue Price and Yield on the Bonds.

(a) *Issue Price.* Based on the Underwriter's certifications in the Underwriter's Receipt for Bonds and Closing Certificate, the Issuer hereby elects to establish the issue prices of the Bonds pursuant to [*Regulations § 1.148-1(f)(2)(i) (relating to the so-called "general rule")*]. Therefore, the aggregate issue price of the Bonds for such purpose is \$_____.

(b) *Bond Yield.* Based on the issue price, the Yield on the Bonds is _____%, as computed by Bond Counsel and shown on **Exhibit A**. The Issuer has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Bonds.

Section 3.13. Miscellaneous Arbitrage Matters.

(a) *No Abusive Arbitrage Device.* The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) *No Over-Issuance.* The sale proceeds of the Bonds, together with expected Investment earnings thereon and other money contributed by the Issuer, do not exceed the cost of the governmental purpose of the Bonds as described above.

Section 3.14. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Certificate, the Issuer does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code § 148 and the Regulations.

ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

Section 4.1. General.

(a) *Purpose of Article.* The purpose of this **Article IV** is to supplement the Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Bonds are issued. The Issuer recognizes that interest on the Bonds will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The Issuer further acknowledges that written evidence substantiating compliance with the Post-Issuance Tax Requirements must be retained in order to permit the Bonds to be refinanced with tax-exempt obligations and substantiate the position that interest on the Bonds is exempt from gross income in the event of an audit of the Bonds by the IRS.

(b) *Written Policies and Procedures of the Issuer.* The Issuer intends for the Compliance Procedure, as supplemented by this Tax Certificate, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Bonds and to supplement any other formal policies and procedures related to tax compliance that the Issuer has established. The provisions of this Tax Certificate are intended to be consistent with the Compliance Procedure. In the event of any inconsistency between the Compliance Procedure and this Tax Certificate, the terms of this Tax Certificate will govern.

(c) *Bond Compliance Officer.* The Issuer when necessary to fulfill its Post-Issuance Tax Requirements will, through its Bond Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or Yield reduction amounts, participate in any federal income tax audit of the Bonds or related proceedings under a voluntary compliance agreement procedure (VCAP) or undertake a remedial action procedure pursuant to Regulations § 1.141-12. In each case, all costs and expenses incurred by the Issuer shall be treated as a reasonable cost of administering the Bonds and the Issuer shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Ordinance or state law.

Section 4.2. Record Keeping, Use of Bond Proceeds and Use of Financed Facility.

(a) *Record Keeping.* The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Bonds in accordance with the Compliance Procedure. Unless otherwise specifically instructed in advice or a written Opinion of Bond Counsel or to the extent otherwise provided in this Tax Certificate, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until three years following the final maturity of (1) the Bonds or (2) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (A) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (B) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (C) exhibit a high degree of legibility and readability both electronically and in hardcopy, (D) provide support for other books and records of the Issuer, and (E) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Issuer's premises.

(b) *Accounting and Allocation of Bond Proceeds and Qualified Equity to Expenditures.* The Bond Compliance Officer will account for the investment and expenditure of Bond proceeds in the level of detail required by the Compliance Procedure. The Bond Compliance Officer will supplement the expected allocation of Bond proceeds and Qualified Equity to expenditures with a Final Written Allocation as required by the Compliance Procedure. A sample form of Final Written Allocation is attached as **Exhibit F**.

(c) *Annual Compliance Checklist.* Attached as **Exhibit E** is a sample Annual Compliance Checklist for the Bonds. The Bond Compliance Officer will prepare and complete an Annual Compliance Checklist for the Project at least annually in accordance with the Compliance Procedure. If the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Certificate, the Bond Compliance Officer will take the actions identified in advice of Bond Counsel or as described in the Compliance Procedure to correct any deficiency.

(d) *Advice and Opinions of Bond Counsel.* The Bond Compliance Officer is responsible for obtaining and delivering to the Issuer any advice or Opinion of Bond Counsel required under the provisions of this Tax Certificate or the Annual Compliance Checklist.

Section 4.3. Temporary Periods/Yield Restriction. Except as described below, the Issuer will not invest Gross Proceeds at a Yield greater than the Yield on the Bonds:

(a) *Projects Fund and Amounts Held to Pay Costs of Issuance.* Bond proceeds deposited in the Projects Fund, including Bond proceeds held to pay costs of issuance of the Bonds, and Investment earnings on all such proceeds may be invested without Yield restriction for up to three years following the Issue Date. If any unspent proceeds remain after three years, those amounts may continue to be invested without Yield restriction so long as the Issuer pays to the IRS all Yield reduction payments in accordance

with Regulations § 1.148-5(c). These payments are required whether or not the Bonds are exempt from the arbitrage rebate and Yield reduction amounts requirements of Code § 148.

(b) *Debt Service Fund.* To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, money in such account may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for one year after the date of receipt of such earnings.

(c) *Rebate Fund.* Money other than sale or Investment proceeds of the Bonds on deposit in the Rebate Fund may be invested without Yield restriction.

(d) *Minor Portion.* In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.4. Procedures for Establishing Fair Market Value.

(a) *General.* No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) *Established Securities Market.* Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) *Certificates of Deposit.* The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) *Guaranteed Investment Contracts.* The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) Bona Fide Solicitation for Bids. The Issuer makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(A) The bid specifications are in writing and are timely forwarded to potential providers, or are made available on an internet website or other similar electronic media that is regularly used to post bid specifications to potential bidders. A writing includes a hard copy, a fax, or an electronic e-mail copy.

(B) The bid specifications include all “material” terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.

(C) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (i) that the potential provider did not consult with any other potential provider about its bid, (ii) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Issuer or any other person (whether or not in connection with the bond issue), and (iii) that the bid is not being submitted solely as a courtesy to the Issuer or any other person, for purposes of satisfying the requirements of the Regulations.

(D) The terms of the bid specifications are “commercially reasonable.” A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the Guaranteed Investment Contract.

(E) The terms of the solicitation take into account the Issuer’s reasonably expected deposit and draw-down schedule for the amounts to be invested.

(F) All potential providers have an equal opportunity to bid. If the bidding process affords any opportunity for a potential provider to review other bids before providing a bid, then providers have an equal opportunity to bid only if all potential providers have an equal opportunity to review other bids. Thus, no potential provider may be given an opportunity to review other bids that is not equally given to all potential providers (that is no exclusive “last look”).

(G) At least three “reasonably competitive providers” are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of Investments being purchased.

(2) Bids Received. The bids received must meet all of the following requirements:

(A) At least three bids are received from providers that were solicited as described above and that do not have a “material financial interest” in the issue. For this purpose, (i) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the Issue Date of the issue, (ii) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (iii) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(B) At least one of the three bids received is from a reasonably competitive provider, as defined above.

(C) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) Winning Bid. The winning bid is the highest yielding bona fide bid (determined net of any broker’s fees).

(4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) Records. The Issuer retains the following records with the Bond documents until three years after the last outstanding Bond is redeemed:

(A) A copy of the Guaranteed Investment Contract.

(B) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the Issuer, and the certification as to fees paid, described in paragraph (d)(4) above.

(C) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(D) The bid solicitation form and, if the terms of the Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments*. If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) at least three bids on the Investment must be received from persons with no financial interest in the Bonds (*e.g.*, as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.5. Certain Gross Proceeds Exempt from the Rebate Requirement.

(a) *General*. A portion of the Gross Proceeds of the Bonds may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Bonds and will not otherwise affect the application of the Investment limitations described in **Section 4.3**. Unless specifically noted, the obligation to compute, and if necessary, to pay rebate as set forth in **Section 4.6** applies even if a portion of the Gross Proceeds of the Bonds is exempt from the rebate requirement. To the extent all or a portion of the Bonds is exempt from rebate the Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in **Section 4.6**. The Issuer may defer the final rebate Computation Date and the payment of rebate for the Bonds to the extent permitted by Regulations §§ 1.148-7(b)(1) and 1.148-3(e)(2) but only in accordance with specific written instructions provided by the Rebate Analyst.

(b) *Applicable Spending Exceptions*.

(1) The Issuer expects that at least 75% of the Available Construction Proceeds will be used for construction or rehabilitation expenditures for property owned by the Issuer.

(2) The following optional rebate spending exceptions can apply to the Bonds:

- 6-month spending exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c)).
- 18-month spending exception (Regulations § 1.148-7(d)).
- 2-year spending exception (Code § 148(f)(4)(C) and Regulations § 1.148-7(e)).

(3) The Issuer expects to earn approximately \$_____ in Investment earnings on Bond proceeds in the Projects Fund.

(c) *Special Elections Made with Respect to Spending Exception Elections.* No special elections are being made in connection with the application of the spending exceptions.

(d) *Bona Fide Debt Service Fund.* To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, Investment earnings in the fund cannot be taken into account in computing arbitrage rebate and Yield reduction amounts (1) with respect to such portion that meets the 6-month spending exception, 18-month spending exception or 2-year spending exception, or (2) for a given Bond Year, if the gross earnings on the Debt Service Fund for such Bond Year are less than \$100,000. If the average annual debt service on the Bonds does not exceed \$2,500,000, the \$100,000 earnings test may be treated as satisfied in every Bond Year.

(e) *Documenting Application of Spending Exception.* At any time prior to the first Computation Date, the Issuer may engage the Rebate Analyst to determine whether one or more spending exceptions has been satisfied, and the extent to which the Issuer must continue to comply with **Section 4.6**.

(f) *General Requirements for Spending Exception.* The following general requirements apply in determining whether a spending exception is met.

(1) Using Adjusted Gross Proceeds or Available Construction Proceeds to pay principal of any Bonds is not taken into account as an expenditure for purposes of meeting any of the spending tests.

(2) The 6-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent within six months following the Issue Date. The test may still be satisfied even if up to 5% of the sale proceeds remain at the end of the initial 6-month period, so long as this amount is spent within one year of the Issue Date.

(3) The 18-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Adjusted Gross Proceeds Spent
6 months	15%
12 months	60%
18 months (Final)	100%

(4) The 2-year spending exception generally is met if all Available Construction Proceeds are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Available Construction Proceeds Spent
6 months	10%
12 months	45%
18 months	75%
24 months (Final)	100%

(5) For purposes of applying the 18-month and 2-year spending exceptions only, the failure to satisfy the **final** spending requirement is disregarded if the Issuer uses due diligence to complete the Financed Facility and the failure does not exceed the lesser of 3% of the aggregate issue price of the Bonds or \$250,000. **No such exception applies for any other spending period.**

(6) For purposes of applying the 18-month and 2-year spending exceptions only, the Bonds meet the applicable spending test even if, at the end of the **final** spending period, proceeds not exceeding a Reasonable Retainage remain unspent, so long as such Reasonable Retainage is spent within 30 months after the Issue Date in the case of the 18-month exception or three years after the Issue Date in the case of the 2-year spending exception.

Section 4.6. Computation and Payment of Arbitrage Rebate and Yield Reduction Amounts.

(a) *Rebate Fund.* The Issuer will keep the Rebate Fund separate from all other funds and will administer the Rebate Fund under this Tax Certificate. Any Investment earnings derived from the Rebate Fund will be credited to the Rebate Fund, and any Investment loss will be charged to the Rebate Fund.

(b) *Computation of Rebate Amount.* The Issuer will provide the Rebate Analyst Investment reports relating to each fund held by it that contains Gross Proceeds of the Bonds together with copies of Investment reports for any funds containing Gross Proceeds that are held by a party other than the Issuer annually as of the end of each Bond Year and not later than 10 days following each Computation Date. Each Investment report provided to the Rebate Analyst will contain a record of each Investment, including (1) purchase date, (2) purchase price, (3) information establishing the fair market value on the date such Investment was allocated to the Bonds, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8) disposition price, (9) any accrued interest received, and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate following each Computation Date and deliver a written report to the Issuer together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate and Yield reduction amounts were determined in accordance with the Regulations. Each report and opinion will be provided not later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports prepared by other professionals.

(c) *Rebate Payments.* Within 60 days after each Computation Date, the Issuer will pay to the United States the rebate and Yield reduction amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center
Ogden, UT 84201

Section 4.7. Successor Rebate Analyst. If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if the Issuer desires that a different firm act as the Rebate Analyst, then the Issuer by an instrument or concurrent instruments in writing delivered to the firm then serving as the Rebate Analyst will name a successor Rebate Analyst. In each case the successor Rebate Analyst must be a firm of nationally recognized bond counsel or a firm of independent certified public accountants and such firm must expressly agree to undertake the responsibilities assigned to the Rebate Analyst hereunder.

Section 4.8. Filing Requirements. The Issuer will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with advice of Bond Counsel.

Section 4.9. Survival after Defeasance. Notwithstanding anything in the Ordinance to the contrary, the obligation to pay arbitrage rebate and Yield reduction amounts to the United States will survive the payment or defeasance of the Bonds.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Certificate. This Tax Certificate will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are canceled; provided that, the provisions of **Article IV** regarding payment of arbitrage rebate and Yield reduction amounts and all related penalties and interest will remain in effect until all such amounts are paid to the United States and the provisions of **Section 4.2** relating to record keeping shall continue in force for the period described therein for records to be retained.

Section 5.2. Amendments. This Tax Certificate may be amended from time to time by the Issuer without notice to or the consent of any of the bondholders, but only if such amendment is in writing and is accompanied by an Opinion of Bond Counsel to the effect that, under then existing law, assuming compliance with this Tax Certificate as so amended such amendment will not cause interest on any Bond to be included in gross income for federal income tax purposes. No such amendment will become effective until the Issuer receives this Opinion of Bond Counsel.

Section 5.3. Opinion of Bond Counsel. The Issuer may deviate from the provisions of this Tax Certificate if furnished with an Opinion of Bond Counsel to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Issuer will comply with any further or different instructions provided in an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Bonds or the exclusion from gross income of interest on the Bonds.

Section 5.4. Reliance. In delivering this Tax Certificate the Issuer is making only those certifications, representations and agreements as are specifically attributed to it in this Tax Certificate. The Issuer is not aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Certificate and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable. The Issuer understands that its certifications will be relied upon by Bond Counsel in rendering

its opinion as to the validity of the Bonds and the exclusion from federal gross income of the interest on the Bonds.

Section 5.5. Severability. If any provision in this Tax Certificate or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Certificate is binding upon the Issuer and its respective successors and assigns and inures to the benefit of the owners of the Bonds. Nothing in this Tax Certificate, the Ordinance or the Bonds, express or implied, gives to any person, other than the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Certificate.

Section 5.7. Default, Breach and Enforcement. Any misrepresentation of the Issuer contained herein or any breach of a covenant or agreement contained in this Tax Certificate may be pursued by the bondholders pursuant to the terms of the Ordinance or any other document which references this Tax Certificate and gives remedies for a misrepresentation or breach thereof.

Section 5.8. Execution in Counterparts. This Tax Certificate may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.9. Governing Law. This Tax Certificate will be governed by and construed in accordance with the laws of the State of Missouri.

Section 5.10. Electronic Transactions. The transaction described in this Tax Certificate may be conducted, and related documents may be sent, received or stored, by electronic means.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned Mayor and Finance Director of the Issuer, by their execution of this Tax Certificate, hereby make the foregoing certifications, representations, and agreements contained in this Tax Certificate on behalf of the Issuer, as of the Issue Date.

CITY OF REPUBLIC, MISSOURI

By: _____
Title: Mayor

By: _____
Title: Finance Director, as Bond Compliance Officer

EXHIBIT A

DEBT SERVICE SCHEDULE AND PROOF OF BOND YIELD

EXHIBIT B

IRS FORM 8038-G

EXHIBIT C

COPY OF RESOLUTION OF OFFICIAL INTENT

[See Ordinance No. _____ included in Tab No. 1 of the Transcript]

EXHIBIT D

**DESCRIPTION OF PROPERTY COMPRISING
THE PROJECT AND FINANCED FACILITY AND
LIST OF REIMBURSEMENT EXPENDITURES**

[See Attached Spreadsheet]

EXHIBIT E

SAMPLE ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt bonds (“Bonds”) financing the Project:	[\$*Principal Amount*] Bonds, Series 2023	Special Obligation
Issue Date of Bonds:	March 23, 2023	
Placed in service date of Project:		
Name of Bond Compliance Officer:		
Period covered by request (“Annual Period”):		

Item	Question	Response
1 Ownership	Was the entire Project owned by the Issuer during the entire Annual Period? If “Yes,” skip to Item 2.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “No,” was advice of Bond Counsel obtained prior to the transfer?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If “Yes,” include a description of the advice in the Tax-Exempt Bond File.	
	If “No,” contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	
2 Leases & Other Rights to Possession	During the Annual Period, was any part of the Project leased at any time pursuant to a lease or similar use agreement for more than 50 days? If “No,” skip to Item 3.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “Yes,” was advice of Bond Counsel obtained prior to entering into the lease or other arrangement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If “Yes,” include a description of the advice in the Tax-Exempt Bond File.	
	If “No,” contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of the Project (e.g., operations, maintenance, etc.) been assumed by or transferred to another entity? If “No,” skip to Item 4.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “Yes,” was advice of Bond Counsel obtained prior to entering into the Management or Service Agreement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If “Yes,” include a description of the advice in the Tax-Exempt Bond File.	
	If “No,” contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	
4 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Project? If “No,” skip to Item 5.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “Yes,” was advice of Bond Counsel obtained prior to entering into the agreement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If “Yes,” include a description of the advice in the Tax-Exempt Bond File.	
	If “No,” contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	
5 Arbitrage & Rebate	Have all rebate and yield reduction calculations mandated in the Federal Tax Certificate been prepared for the current year?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If “No,” contact the Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Bond Compliance Officer: _____

Date Completed: _____

EXHIBIT F

SAMPLE FINAL WRITTEN ALLOCATION

**\$[*Principal Amount*]
City of Republic, Missouri
Special Obligation Bonds
Series 2023**

Final Written Allocation

The undersigned is the Bond Compliance Officer of the City of Republic, Missouri (the “Issuer”), and in that capacity is authorized to execute federal income tax returns required to be filed by the Issuer and to make appropriate elections and designations regarding federal income tax matters on behalf of the Issuer. This allocation of the proceeds of the bond issue referenced above (the “Bonds”) is necessary for the Issuer to satisfy ongoing reporting and compliance requirements under federal income tax laws.

Purpose. This document, together with the schedules and records referred to below, is intended to memorialize allocations of Bond proceeds to expenditures for purposes of §§ 141 and 148 of the Internal Revenue Code of 1986, as amended (the “Code”). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the Issuer or, if later, the date the Project was Placed in Service (both as defined below), and no later than 60 days following the 5th anniversary of the Issue Date of the Bonds (as defined below).

Background. The Bonds were issued on March 23, 2023 (the “Issue Date”) pursuant to an ordinance adopted by the Issuer on March 7, 2023. The Bonds were issued to provide funds to (a) pay the costs of capital improvements to the Issuer’s parks and recreational facilities, including but not limited to the expansion of the aquatic center and the construction of a new community event space (the “Project”), and (b) pay the costs of issuing the Bonds. All Bond proceeds were deposited to the Projects Fund.

Sources Used to Fund Project Costs and Allocation of Proceeds to Project Costs. The costs of the Project were paid from sale proceeds of the Bonds, the earnings from the investment of sale proceeds of the Bonds, and other funds of the Issuer as shown on **Exhibit A**.

Identification of Financed Facility. The portions of the Project financed from Bond proceeds (i.e., the “Financed Facility” referenced in the Federal Tax Certificate) are listed on page 1 of **Exhibit B**.

Identification and Timing of Expenditures for Arbitrage Purposes. For purposes of complying with the arbitrage rules, the Issuer allocates the proceeds of the Bonds to the various expenditures described in the invoices, requisitions or other substantiation attached as **Exhibit B**. In each case, the cost requisitioned was either paid directly to a third party or reimbursed the Issuer for an amount it had previously paid or incurred. Amounts allocated to interest expense are treated as paid on the interest payment dates for the Bonds.

Placed in Service. The Project was Placed in Service on the date set out on **Exhibit B**. For this purpose, the Financed Facility is considered to be “Placed in Service” as of the date on which, based on all the facts and circumstances: (a) the constructing, extending, improving, equipping and furnishing of the Financed Facility has reached a degree of completion which would permit its operation at substantially its designed level, and (b) the Financed Facility is, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The Issuer reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

CITY OF REPUBLIC, MISSOURI

By: _____
Name: _____
Title: _____

Dated: _____

Name of Legal Counsel/Law Firm Reviewing Final Written Allocation:

Date of Review: _____

**EXHIBIT A
TO FINAL WRITTEN ALLOCATION**

ALLOCATION OF SOURCES AND USES

**EXHIBIT B
TO FINAL WRITTEN ALLOCATION**

**IDENTIFICATION OF FINANCED FACILITY
&
DETAILED LISTING OF EXPENDITURES**

EXHIBIT G

TAX AND DISCLOSURE COMPLIANCE PROCEDURE



One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102-2746

(314) 436-1000 / (314) 436-1166 FAX / gilmorebell.com

February 16, 2023

Mr. David Cameron
City Administrator
City of Republic, Missouri
204 North Main Avenue
Republic, Missouri 65738

Re: Post-Issuance Tax Compliance Services Proposal

Dear David:

Gilmore & Bell, P.C. is pleased to submit this post-issuance tax compliance services proposal to the City of Republic, Missouri (the “City”). In connection with the issuance of the City’s Special Obligation Bonds, Series 2023 (the “Bonds”), the City will covenant to comply with all federal tax laws to maintain the exemption of interest on the Bonds from federal income taxation. The purpose of this engagement is to provide tax compliance services to assist the City in meeting these covenants.

SCOPE OF ENGAGEMENT

Gilmore & Bell will provide the services expressly described on **Exhibit A** (the “Services”) in accordance with the terms further described in this engagement.

POINTS OF CONTACT

Gilmore & Bell will provide the necessary attorneys, tax analysts, legal assistants and administrative support to perform the Services. The primary points of contact for this engagement are as follows:

Gilmore & Bell:

Meghan McKernan
Telephone: (816) 218-7586
Email: mmckernan@gilmorebell.com

Mark Grimm
Telephone: (314) 444-4118
Email: mgrimm@gilmorebell.com

City:

David Cameron
Telephone: (417) 732-3111
Email: dcameron@republicmo.com

FEES

Gilmore & Bell's fee (the "Fee") for providing the Services for the Bonds is \$800 per year (for an aggregate amount of \$4,000 for the five-year contract term). In addition, Gilmore & Bell expects to be reimbursed for all out-of-pocket third-party expenses made on the City's behalf.

The City may pay the Fee annually or may make an advance payment of the full aggregate amount upon execution of this engagement or any remaining aggregate amount at any time during the term of this engagement. If paid annually, the Fee will be payable on each one-year anniversary of the issuance of the Bonds.

If the City pays the aggregate amount upon execution of this engagement, or any remaining aggregate amount at a later date during the term of this engagement, the aggregate Fee will be deposited to a special trust account maintained by Gilmore & Bell for client fees held as a retainer. The portion of the aggregate Fee held as a retainer will be earned and disbursed to Gilmore & Bell's general operating account on each anniversary of the Bonds at a rate of \$800 per year, unless this engagement has been terminated in accordance with the terms below. No interest will be paid on funds held in this special trust account. All earnings attributable to the investment of amounts within this account are disbursed to a charitable foundation as required by the Missouri Bar Association.

FURNISHING OF INFORMATION; RECORDS

The City agrees to provide to Gilmore & Bell, in electronic format if available, any information and documentation requested by Gilmore & Bell which is necessary to complete the engagement. All completed reports will be provided to the City in electronic format (paper copies are available upon request). In addition, Gilmore & Bell will maintain all final reports prepared in connection with the Services for at least the term of the engagement, and additional copies will be made available at any time to the City upon request.

TERM OF ENGAGEMENT; TERMINATION

The initial term of this engagement shall be from the date of execution through 90 days after the five-year anniversary of the issuance of the Bonds. This engagement may be terminated at any time by either party with 30 days written notice to the other party. Upon termination of this engagement, a statement for the Services will be provided. The City will pay all fees and expenses for the Services completed but unpaid at the time of termination. Upon termination, any fees held as a retainer will be applied to any Services completed, and the remainder will be returned to the City.

ATTORNEY-CLIENT RELATIONSHIP; CONFLICTS

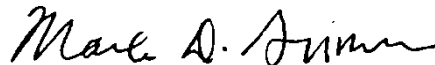
Upon execution of this engagement, the City will be our client and an attorney-client relationship will exist between us with respect to this engagement. Our services pursuant to this engagement are limited to those contracted for in this engagement; the City's execution of this engagement will constitute an acknowledgment of those limitations. Gilmore & Bell does not provide investment advice, advice relating to any municipal financial products or financial advice relating to the issuance of municipal securities, and nothing contained in this engagement or any services provided by Gilmore & Bell under this engagement shall constitute advice to the City with respect to municipal financial products or the issuance of municipal securities (other than legal advice), all within the meaning of Section 15B(e) of the Securities Exchange Act of 1934, as amended.

Gilmore & Bell represents many political subdivisions, underwriters and others in public finance transactions. It is possible that during the time that we are representing the City under this engagement, one or more of our present or future clients will have transactions with the City. We do not believe any such representation will adversely affect our ability to represent the City as provided in this engagement, either because such matters will be sufficiently different from the scope of this engagement so as to make such representation not adverse or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of this engagement. Execution of this engagement will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

CONCLUSION

If the foregoing terms are acceptable to the City, please return a signed copy of this engagement to me and retain a copy for your files. The offer to perform the Services described in this engagement expires 60 days from the date first shown above, and no engagement will commence unless and until Gilmore & Bell receives a copy signed by the City within such timeframe. Thank you again for your interest in our post-issuance federal tax law compliance services. If you have any questions, please do not hesitate to email or call me. We look forward to working with you and the City.

Very truly yours,



Mark D. Grimm

MDG:rab

Acknowledged and Agreed as of _____, 2023.

CITY OF REPUBLIC, MISSOURI

By: _____

Name: _____

Title: _____

EXHIBIT A

SCOPE OF TAX COMPLIANCE SERVICES

Arbitrage Computation Services

Gilmore & Bell will provide the City with annual interim rebate estimates for the Bonds as well as an installment date rebate calculation in accordance with the terms of the tax agreement for the Bonds. To the extent this engagement remains in effect, Gilmore & Bell will provide installment rebate calculations each fifth bond year after the installment calculation to the extent necessary for Bonds that remain outstanding.

As part of the annual calculation services Gilmore & Bell will:

- Quantify any accrued rebate liability as of each annual calculation date based on information provided to us and performed in accordance with procedures described in a written explanation of the arbitrage computation that will be provided to the City;
- Identify any noted accounting/record keeping problems that may adversely affect the City's ability to comply with the arbitrage regulations;
- Assist the City in making timely accounting elections and tracking expenditure of proceeds for purposes of meeting applicable arbitrage rebate spending exceptions in appropriate situations; and
- If required, perform yield reduction payment calculations and quantify any accrued yield reduction payment liability.

In addition to providing the calculation described above, as part of the installment date calculation services Gilmore & Bell will:

- Provide a legal opinion stating that the calculation was prepared in accordance with applicable United States Treasury Regulations; and
- Prepare Form 8038-T for filing with the Internal Revenue Service if a rebate payment or yield reduction payment is required.

To prepare the calculation, Gilmore & Bell will need the City to provide investment and expenditure information for all funds and accounts requested by Gilmore & Bell that contain "gross proceeds" of the Bonds.

Final Written Allocation Services

Gilmore & Bell will assist the City in compiling the records necessary to account for the expenditure of Bond proceeds, and upon completion of the project financed by the Bonds, prepare a written report (the "Close Out") for the Bonds. As part of this effort Gilmore & Bell will:

- Prepare a final written allocation of Bond proceeds memorandum for the City to memorialize the use and expenditure of Bond proceeds;
- Provide a summary allocation of total sources (including Bond proceeds and investment earnings attributable to investment of Bond proceeds) to total uses of Bond proceeds for costs of the project financed by the Bonds;
- Review the overall costs of the project financed by the Bonds and assist the City in preparing a final Bond-financed asset list reconciled to available records of investment and expenditure of Bond proceeds; and
- Provide a form “compliance checklist” to assist the City in monitoring the ongoing post-issuance requirements related to the Bonds. The compliance checklist will include questions that the City can use to solicit information from employees and staff concerning the use of the Bond-financed project on an annual basis.

To prepare the Close Out of Bond proceeds, Gilmore & Bell will need the City to provide a ledger of expenditures with the following information: payee, check or wire transfer date, payment amount, and a general description of expenditure purpose either by narrative description or reference to the capital account to which the payment will be allocated.

Services Outside the Scope of the Engagement

Services to assist the City with responding to an examination by the Internal Revenue Service or to provide a supplemental tax opinion, as required by the financing documents, are outside the scope of this engagement but may be provided to the City pursuant to a separate engagement agreed upon by the parties.



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-11 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri by Amending Title II Public Health, Safety And Welfare, Chapter 212 “Special Events” Sections 212.001 “Permit Required”, 212.003 “Definitions”, 212.005 “Submission Of Special Events Application”, 212.007 “Plan Review Meeting Notification To Applicant”, and 212.009 “Terms And Conditions.”

Submitted By: Chris Tabor

Date: March 7, 2023

Issue Statement

Consideration to approve Amendments to Chapter 212 Special Events, specifically 212.001, 212.003, 212.005, 212.007, and 212.009.

Discussion and/or Analysis

The City of Republic is requesting Amendments to Chapter 212 Special Events – specifically to Sections 212.001 Permit Required, 212.003 Definitions, 212.005 Submission Of Special Events Application, 212.007 Plan Review Meeting Notification To Applicant, and 212.009 Terms And Conditions.

The goal of this ordinance amendment is to place the responsibility of accepting and administering Special Event Permits with the BUILDS Department. The BUILDS Department will act as point-of-contact and project liaison throughout the permitting process.

For the purposes of this ordinance, Special Event Permits are characterized as public or private events, which are reasonably expected to have some impact on City Services and/or surrounding property. The goal of administering Special Events is to provide assistance to the applicant in the form of preparatory planning as well as day-of management of city service response. The breadth of this assistance is dependent on the specifics of the event, itself.

Recommended Action

Staff recommends the approval of the referenced Amendment.

AN ORDINANCE OF THE CITY COUNCIL AMENDING THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI BY AMENDING TITLE II “PUBLIC HEALTH, SAFETY AND WELFARE”, CHAPTER 212 “SPECIAL EVENTS”, SECTION 212.001 “PERMIT REQUIRED”, SECTION 212.003 “DEFINITIONS”, SECTION 212.005 “SUBMISSION OF SPECIAL EVENTS APPLICATION”, SECTION 212.007 “PLAN REVIEW MEETING NOTIFICATION TO APPLICANT”, AND SECTION 212.009 “TERMS AND CONDITIONS”

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 has recognized the need to continually review and revise the City Municipal Code to ensure conformity with governing state and/or federal law, enhance clarity, and eliminate ambiguity in its language, as well as to meet the evolving demands and/or needs of the City’s citizens when such demands and/or needs are warranted and in accord with the City’s mission, vision and values, and in the best interests of the City and its citizenship body as a whole; and

WHEREAS, the City has identified a need to amend the existing City Municipal Code to create a departmental process for approving special event permits and eliminating the need for a Special Events Committee review and approval process.

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

Section 1: Title II “Public Health, Safety And Welfare”, Chapter 212 “Special Events” is hereby amended by amending Section 212.001 “Permit Required”, Section 212.003 “Definitions”, Section 212.005 “Submission Of Special Events Application”, Section 212.007 “Plan Review Meeting Notification To Applicant”, and Section 212.009 “Terms And Conditions”, to read as follows:

Chapter 212 Special Events

212.001 Permit Required

Any special event held within the City of Republic shall require a special event permit and is subject to the terms and conditions of the approved plan. Obtaining a special event permit shall not relieve the applicant of the need to obtain all permits and authorizations necessary to comply with Federal, State and local rules and regulations including applicable zoning requirements. Failure to obtain required authorizations and permits may result in the denial of or suspension of the permit. **No special event permit is required for an event authorized by City Council or by a City department for which the City is a primary sponsor or a governmental event approved by City Council or regularly scheduled public school activities or public school events.**

212.003 Definitions

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

MUNICIPAL SERVICES Services typically provided by Police, Fire, EMS, public works, parks, or other City department related to public health and safety. **Any activity the function of which relates to health and**

safety, to the protection of private or public property, or to the provision or maintenance of public or private utilities or their associated infrastructure. Any determination as to the qualification of an activity as a municipal service shall be at the discretion of the Administrator of the BUILDS Department or the designee.

SPECIAL EVENT Any public or private event held within the corporate limits of the ~~Republic City Limits~~ whether on public or private property that is reasonably expected to have ~~an more than a minimal~~ impact on municipal services as determined by the ~~City Administrator of the BUILDS Department or their designee~~, and that is in the category of events such as ~~Such events may include, but are not limited to:~~ concerts, carnivals, fairs, festivals, markets or similar events, parades, rallies, sporting events, or events of a similar nature, that by their nature will have significant impact on municipal services. No special event permit is required for an event authorized by City Council or by a City department for which the City is a primary sponsor or a governmental event approved by City Council or regularly scheduled public school activities or school events.

SPECIAL EVENT COMMITTEE ~~The committee shall be composed of a department representative from Police, fire, parks, community development, public works and the City Clerk office.~~

212.005 Submission Of Special Events Application

1. An application for a special events permit must be filed with the **BUILDS Department** ~~City~~ at least thirty (30) days prior to the event. Late applications will be subjected to a late fee and may be denied due to inadequate time to prepare City services for the event.
2. The City is to notify the applicant within four (4) business days if it is determined that the proposed event does not require a special event permit.

212.007 Plan Review Meeting Notification To Applicant

1. A planning meeting is to be held and the applicant may be required to submit information in addition to that contained in the application, including a site plan and a tentative schedule of events at least five (5) days prior to the planning meeting.
2. ~~The Special Events Committee~~ **BUILDS Department, with the assistance of other departments of interest**, shall adopt such ~~policies~~ practices as are deemed necessary to enforce this Chapter so as to assure that public health and safety needs are met and to ensure the best interests of the City are met. ~~The policy shall be placed on file with the City Clerk and shall be used in developing a written plan for the event.~~
3. ~~The Committee~~ **BUILDS Department** may determine at the planning meeting that a special event permit is not needed. If, however, a special event permit is required, a plan will be developed to determine municipal services needed before issuance of the event permit.
4. The plan for a special event shall address:
 1. Public health and safety needs including traffic flow, security, bathroom facilities, parking, street closure, emergency access, cleanup, trash service, display or structure integrity, safety inspections, City staff/event personnel communications.
 2. The establishment of reasonable days and hours of operation and a determination that the City can adequately manage City services for the event.
 3. The impact of and reasonableness of an event that is recurring throughout the year and any special needs or conditions due to the recurring nature of the event.
 4. Any other City authorizations or permits that must be obtained by the applicant(s) before the first (1st) day of the event.

5. Event permit fees including late submission fees and the amount of the security bond or letter of credit required pursuant to Section **212.015** herein.

212.009 Terms And Conditions

1. The City may deny a special event permit if it is determined that the activity will adversely impact neighboring businesses or residents, impose a safety hazard, create a noise disturbance that is not appropriate for the location, place the City in a position of contingent liability, or overextends the City's ability to provide services.
2. The City may initiate safety and/or compliance inspections by the Building or Fire Departments during the special event.
3. **It is the responsibility of the special event permit applicant(s) to ensure that all sponsors or participants engaging in sales or advertising at the subject special event possess valid business licensing with the City of Republic. Failure to do so will constitute non-compliance with the terms and conditions of the permit.**

EXPLANATION(S) - Matter in **bold underlined** text in the above is added language. Matter in ~~strikethrough~~ text 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:** All ordinances and parts of ordinances in conflict herewith are hereby repealed.
- Section 4:** The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 5:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 6:** 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 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 'Megan McCullough', is written over a horizontal line.

Megan McCullough, City Attorney

Final Passage and Vote:

Chapter 212 Special Events [Edit](#)

[212.001 Permit Required](#)

[212.003 Definitions](#)

[212.005 Submission Of Special Events Application](#)

[212.007 Plan Review Meeting Notification To Applicant](#)

[212.009 Terms And Conditions](#)

[212.011 Notifications And Appeals](#)

[212.013 Special Event Permit -- Fee/Issuance](#)

[212.015 Performance Bond -- Security For Damage To Public Property](#)

[212.017 Indemnification/ Insurance](#)

[212.019 City Services For The Special Event](#)

[212.021 Temporary Signs/ Banners](#)

[212.023 Fee Schedule](#)

[212.025 Penalty](#)

212.001 Permit Required

Any special event held within the City of Republic shall require a special event permit and is subject to the terms and conditions of the approved plan. Obtaining a special event permit shall not relieve the applicant of the need to obtain all permits and authorizations necessary to comply with Federal, State and local rules and regulations including applicable zoning requirements. Failure to obtain required authorizations and permits may result in the denial of or suspension of the permit. No special event permit is required for an event authorized by City Council or by a City department for which the City is a primary sponsor or a governmental event approved by City Council or regularly scheduled public school activities or public school events.

[Ord. No. 11-08 §1, 4-25-2011]

212.003 Definitions

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

MUNICIPAL SERVICES ~~Services typically provided by Police, Fire, EMS, public works, parks, or other City department related to public health and safety.~~ Any activity the function of which relates to health and safety, to the protection of private or public property, or to the provision or maintenance of public or private utilities or their associated infrastructure. Any determination as to the qualification of an activity as a municipal service shall be at the discretion of the Administrator of the BUILDS Department or the designee.

SPECIAL EVENT Any public or private event held within the ~~corporate limits of the Republic City~~ Limits whether on public or private property that is reasonably expected to have ~~an more than a minimal~~ impact on municipal services as determined by the ~~City Administrator of the BUILDS Department or their designee. and that is in the category of events such as~~ Such events may include, but are not limited to: concerts, carnivals, fairs, festivals, ~~markets or similar events,~~ parades, rallies, sporting events, or events of a similar nature. ~~that by their nature will have significant impact on municipal services. No special event permit is required for an event authorized by City Council or by a City department for which the City is a primary sponsor or a governmental event approved by City Council or regularly scheduled public school activities or school events.~~

SPECIAL EVENT COMMITTEE ~~The committee shall be composed of a department representative from Police, fire, parks, community development, public works and the City Clerk office.~~

[Ord. No. 16-23 § 1, 11-28-2016]

[Ord. No. 11-08 §1, 4-25-2011]

212.005 Submission Of Special Events Application

1. An application for a special events permit must be filed with the BUILDS Department~~City~~ at least thirty (30) days prior to the event. Late applications will be subjected to a late fee and may be denied due to inadequate time to prepare City services for the event.
2. The City is to notify the applicant within four (4) business days if it is determined that the proposed event does not require a special event permit.

[Ord. No. 11-08 §1, 4-25-2011]

212.007 Plan Review Meeting Notification To Applicant

1. A planning meeting is to be held and the applicant may be required to submit information in addition to that contained in the application, including a site plan and a tentative schedule of events at least five (5) days prior to the planning meeting.
2. The ~~Special Events Committee~~BUILDS Department, with the assistance of other departments of interest, shall adopt such ~~policies~~practices as are deemed necessary to enforce this Chapter so as to ~~assure that public health and safety needs are met and to~~ ensure the best interests of the City are met. ~~The policy shall be placed on file with the City Clerk and shall be used in developing a written plan for the event.~~
3. The ~~Committee~~BUILDS Department may determine ~~at the planning meeting~~ that a special event permit is not needed. If, however, a special event permit is required, a plan will be developed to determine municipal services needed before issuance of the event permit.
4. The plan for a special event shall address:
 1. Public health and safety needs including traffic flow, security, bathroom facilities, parking, street closure, emergency access, cleanup, trash service, display or structure integrity, safety inspections, City staff/event personnel communications.
 2. The establishment of reasonable days and hours of operation and a determination that the City can adequately manage City services for the event.
 3. The impact of and reasonableness of an event that is recurring throughout the year and any special needs or conditions due to the recurring nature of the event.
 4. Any other City authorizations or permits that must be obtained by the applicant(s) before the first (1st) day of the event.
 5. Event permit fees including late submission fees and the amount of the security bond or letter of credit required pursuant to Section **212.015** herein.

[Ord. No. 11-08 §1, 4-25-2011]

212.009 Terms And Conditions

1. The City may deny a special event permit if it is determined that the activity will adversely impact neighboring businesses or residents, impose a safety hazard, create a noise disturbance that is not appropriate for the location, place the City in a position of contingent liability, or overextends the City's ability to provide services.
2. The City may initiate safety and/or compliance inspections by the Building or Fire Departments during the special event.
3. It is the responsibility of the special event permit applicant(s) to ensure that all sponsors or participants engaging in sales or advertising at the subject special event possess valid business licensing with the City of Republic. Failure to do so will constitute non-compliance with the terms and conditions of the permit.

[Ord. No. 11-08 §1, 4-25-2011]

212.011 Notifications And Appeals

1. The special event applicant(s) shall be notified of event approval, or disapproval and of plan conditions within live (5) business days after the planning meeting.
2. Non-compliance with the terms and conditions of a permit and/or plan or unsafe conditions may result in suspension of the event. A verbal warning may be given followed by a written suspension order if there is failure to come into compliance.
3. A permit denial will be in writing with the reason(s) for denial stated. The applicant(s) may, in writing, appeal the decision to the City Administrator within five (5) days. The City Administrator will render a final decision in writing within seven (7) business days of receipt of the appeal.
4. If an event is not approved, the City shall not be responsible or any costs incurred by the event applicant(s).

[Ord. No. 11-08 §1, 4-25-2011]

212.013 Special Event Permit -- Fee/Issuance

The City will issue a permit upon approval of the Special Event Committee and conditioned upon applicant(s) compliance with the terms established in the plan and payment of the permit fee(s).

[Ord. No. 11-08 §1, 4-25-2011]

212.015 Performance Bond -- Security For Damage To Public Property

Security in the form of a performance bond or letter of credit conditioned to secure restoration of any public property damaged and to assure proper cleanup of public property may be required. The unused security will be released upon payment for cleanup and property damage.

[Ord. No. 11-08 §1, 4-25-2011]

212.017 Indemnification/ Insurance

Prior to the issuance of a special event permit the applicant(s) shall execute an indemnification agreement and provide proof of liability insurance in an amount acceptable to the City. Nothing in this Section shall be construed to effect in any way the City's rights, privileges and immunities as set forth in Missouri law.

[Ord. No. 11-08 §1, 4-25-2011]

212.019 City Services For The Special Event

Unless otherwise stated in the plan, Republic Police, Fire, EMS, community development, and public works staff shall be the sole providers of their respective services.

[Ord. No. 11-08 §1, 4-25-2011; Ord. No. 16-23 § 1, 11-28-2016]

212.021 Temporary Signs/ Banners

Temporary advertisement banners may be erected as approved in the plan for the duration of the special event only. Event parking signs may be placed at approved parking areas during the duration of the event. The applicant(s) is responsible for obtaining permission from the property owner for sign placement.

[Ord. No. 11-08 §1, 4-25-2011]

212.023 Fee Schedule

The City Council may by ordinance establish such other fees as deemed appropriate to recover cost for use of City equipment and personnel for a special event. The fees shall be as provided for in the fee schedule found in Section 805.090.

[Ord. No. 11-08 §1, 4-25-2011]

HISTORY

Amended by Ord. [20-53](#) on 12/8/2020

212.025 Penalty

Any person violating any of the provisions of this Chapter or the plan requirements shall, upon conviction thereof, be punished as provided by the provisions of Section **100.220**.

[Ord. No. 11-08 §1, 4-25-2011]



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-R-14 A Resolution of the City Council Authorizing the Final Expenditure of an Emergency Repair of Well #6.

Submitted By: Karen Haynes, BUILDS Administrator

Date: March 07, 2023

Issue Statement

A Resolution authorizing the final expenditure for an emergency repair of Well #6.

Discussion and/or Analysis

The BUILDS Department is requesting final authorization for the expenditure for an emergency repair of Well #6, which included the purchase and installation of a well pump, motor, check valves, and fittings.

An emergency purchase was authorized under the provisions of the City's Purchasing Policy, which allows a Department Director to authorize an emergency purchase not to exceed one-hundred thousand dollars (\$100,000), with the approval of the City Administrator. Emergency purchases are defined as an unexpected situations of a serious nature demanding immediate action affecting public health, loss of service, threat to the community, or risk of a substantial financial loss; these defined emergencies may include the procurement of supplies, materials, equipment, services, or a combination of one or more.

On Sunday, February 05, Well #6 tripped (electrical flow shut off); the following day, an Electrician verified the pump needed to be pulled and tested, which was completed on Monday, February 13, by a Well Contractor. The pump was pulled on the morning of Tuesday, February 14, which verified repair would include replacement of the pump, motor, and fittings. The emergency purchased was authorized by the City Administrator on February 15, with a not-to-exceed provision of \$100,000.

The Well Contractor has provided an estimate of \$62,745 for equipment and installation.

Recommended Action

Staff recommends approval.

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE FINAL EXPENDITURE OF AN
EMERGENCY REPAIR OF WELL #6**

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, on February 5, 2023, Well #6 experienced an electrical flow shut-off when it tripped, requiring the pump to be pulled and tested; and

WHEREAS, on February 14, 2023, Flynn Drilling Company verified the well would require replacement of the pump, motor, and fittings; and

WHEREAS, on February 15, 2023, an emergency purchase was authorized by the City Administrator with a not-to-exceed (NTE) amount of \$100,000 under the provisions of the City's Purchasing Policy allowing for such authorizations; and

WHEREAS, Flynn Drilling Company has provided the City a final estimate of \$62,745 for the equipment installation repairs to Well #6; and

WHEREAS, the Council finds it is in the best interest of the City and its residents to authorize the final expenditure of the emergency well repair of Well #6.

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 an agreement with Flynn Drilling Company for the equipment and installation repairs on Well #6, as specified in the quote from Flynn Drilling Company, attached hereto as "Attachment 1" and incorporated by reference, in an amount up to, but not to exceed, \$62,745.
- Section 2.** The City Administrator, or his designee(s), on behalf of the City, is authorized to take all other reasonable, necessary steps to implement this Resolution.
- Section 3.** The whereas clauses are specifically incorporated herein by reference.
- Section 4.** This Resolution shall take effect after passage as provided by law.

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

Matt Russell, Mayor

Attest:

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:

www.flynnndrilling.com



Complete Water Services

P.O. Box 265 • Troy MO 63379

OFFICE: 636.528.6137

FAX: 636.528.6156

P.O. Box 862 • Rolla, MO 65401

OFFICE: 573.341.8444

FAX: 573.341.5353

PROPOSAL

Owner: City of Republic

Phone #s Eric Brown 417-827-7262

Address: 204 N. Main Ave. Republic, Mo. 65738

ebrown@republicmo.com

Location of Property (Legal Description) Well #6

We hereby submit specifications and estimates for:

Mobe, Demobe, Labor To Pull, Inspect, Prep, Reinstall, & Test Pumping Equipment Complete \$ 7,900.00

1100S1750-5AA Grundfos Pump End

175hp 460v 3ph SME Motor

63' of 8" Domestic Galvanized Drop Pipe

2 - 8" SS Flomatic Check Valves

5- 8" SS Nipples

4 - 8" HD Couplings

1 - 6" SS Nipple

1 - 6" HD Coupling

1 - 8" x 6" HD Swedge Nipple

Setting Material Complete \$ 54,845.00

TOTAL COST MATERIAL & LABOR \$ 62,745.00

*One year warranty parts and labor.

FLYNN DRILLING COMPANY, INC.

ACCEPTED BY:

By: 

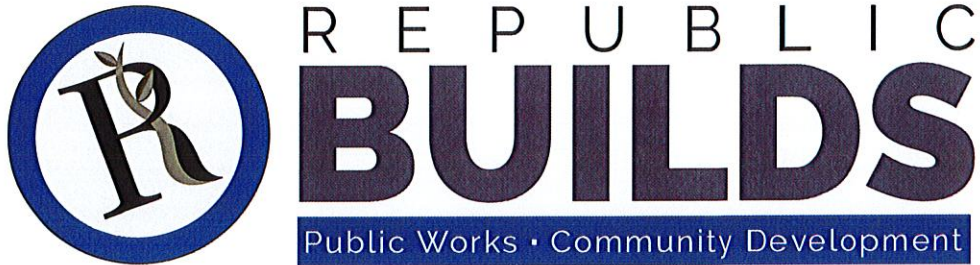
Date

2-14-23

X

X

All work done by the contractor shall be paid upon completion. Owner agrees to pay a service charge on any unpaid balance after 10 days at the rate of 1% per month and, further, agrees that he (they) shall be responsible for all court costs and attorney's fees incurred in the collection of any balance due on this contract if attorney's fees and court costs are incurred in the collection.



To: David Cameron, City Administrator
 From: Karen Haynes, BUILDS Administrator
 CC: Andrew Nelson, Deputy City Administrator
 Garrett Brickner, Assistant BUILDS Administrator
 Laura Burbridge, City Clerk
 Megan McCullough, City Attorney

Karen Haynes

Date: February 15, 2023

Subject: Emergency Purchase, Well/Tower #6 Repair

In accordance with the City's Purchasing Policy, Department Directors may request authorization from the City Administrator for emergency purchases, not to exceed one-hundred thousand (\$100,000) dollars. Emergency purchases are defined as an unexpected situation of a serious nature demanding immediate action affecting public health, loss of service, threat to the community, or risk of a substantial financial loss; these defined emergencies may include the procurement of supplies, materials, equipment, services, or a combination of one or more.

The BUILDS Department is requesting emergency authorization to secure repair for Well #6, which will include the purchase and installation of a well pump, motor, check valves, pipe, and fittings for installation. On Sunday, February 05, Well #6 tripped (electrical flow shut off); the following day, an Electrician verified the pump needed to be pulled and tested, which was completed on Monday, February 13 by a well contractor. The pump was pulled on the morning of Tuesday, February 14, which verified repair would include replacement of the pump, motor, and fittings.

A Resolution will be presented to Council following the emergency authorization, expected on the March 07, 2023, City Council Meeting.



To: David Cameron, City Administrator
From: Karen Haynes, BUILDS Administrator
CC: Andrew Nelson, Deputy City Administrator
Garrett Brickner, Assistant BUILDS Administrator
Laura Burbridge, City Clerk
Megan McCullough, City Attorney
Date: February 15, 2023
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AGENDA ITEM ANALYSIS

Project/Issue Name: 23-R-15 A Resolution of The City Council Authorizing the BUILDS Department to Purchase A Crack Sealing Machine for Roadway Repair.

Submitted By: Garrett Brickner, Assistant BUILDS Administrator

Date: March 7, 2023

Issue Statement

The BUILDS Department would like to Purchase a Crafcro SS125 D Crack Sealing Melter.

Discussion and/or Analysis

In accordance with our Capital Improvement Plan (CIP) the BUILDS department would like to purchase a Crack sealing machine for use in the maintenance of city streets. The city would be utilizing Sourcewell for this purchase. Sourcewell is a governmental purchasing site that goes through a competitive bidding or proposal process and makes that information available to government organizations to use including all required documentation. Sourcewell is utilized by many municipalities throughout the United States and Canada including Greene County.

The Crafcro SS125 D Crack Sealing Melter retail price would be \$69,550. By utilizing the Sourcewell contract, the price would be \$61,752. Shipping would add \$1900 so the total price would be \$63,652.00. Additional quotes at retail price were sought to verify that this was the best deal and came in at \$73,492.25 for comparable products.

Recommended Action

Staff recommends approval.

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE BUILDS DEPARTMENT TO PURCHASE A
CRACK SEALING MACHINE FOR ROADWAY REPAIR**

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

WHEREAS, the BUILDS Department desires to purchase a crack sealing machine for use in the maintenance of city streets; and

WHEREAS, Sourcewell is a governmental purchasing website used by municipalities all over the country to perform and complete the competitive bidding or proposal process; and

WHEREAS, Sourcewell located a Crafcro Inc. SS125 D Crack Sealing Melter for \$61,752 with \$1,900 in added shipping costs, to total \$63,652; and

WHEREAS, the BUILDS Department sought additional quotes, which confirmed the Crafcro product located by Sourcewell was the most economical option for the City; and

WHEREAS, the Council finds it is in the best interest of the City and its residents to purchase the Crack Sealing Melter from Crafcro, Inc. at the price(s) shown on the quote provided to the City.

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 an agreement with Sourcewell and Crafcro, Inc. for the purchase of a SS125 D Crack Sealing Melter, as specified in the quote from Crafcro, Inc., attached hereto as "Attachment 1," and incorporated by reference, at the estimated price of \$63,652.
- Section 2.** The City Administrator, or his designee(s), on behalf of the City, authorized to take all other reasonable, necessary steps to implement this Resolution.
- Section 3.** The whereas clauses are specifically incorporated herein by reference.
- Section 4.** This Resolution shall take effect after passage as provided by law.

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

**Solicitation Number: RFP #080521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Crafcro Inc., 6165 W. Detroit St., Chandler, AZ 85226 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Roadway Maintenance Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 11, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and

- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

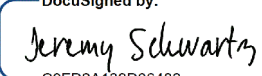
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

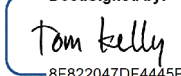
22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcwell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/5/2021 | 8:30 PM CDT

Crafco Inc.

DocuSigned by:

By: 8F822047DF4445B...
N. Thomas Kelly
Title: Vice President Sales and Marketing
Date: 10/5/2021 | 1:20 PM PDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 10/5/2021 | 8:46 PM CDT

RFP 080521 - Roadway Maintenance Equipment

Vendor Details

Company Name: Crafc0 Inc.

Does your company conduct business under any other name? If yes, please state: AZ

Address: 6165 W Detroit St
Chandler, AZ 85226

Contact: Bryan Darling

Email: bryan.darling@crafc0.com

Phone: 602-276-0406 8041

Fax: 480-961-0513

HST#: 860324978

Submission Details

Created On: Thursday June 17, 2021 12:41:38

Submitted On: Monday August 02, 2021 12:48:32

Submitted By: Angie Hoaglin

Email: angie.hoaglin@crafc0.com

Transaction #: 9c568ab1-33ec-42ae-be15-9e64d1fa6b81

Submitter's IP Address: 174.77.66.50

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Crafco, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Crafco is an authorized distributor for the KM International and Graco products we are offering on this proposal. While Crafco is affiliated with these companies, they are not subsidiaries of Crafco.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Proposer Physical Address:	6165 W. Detroit St. Chandler, AZ 85226	*
5	Proposer website address (or addresses):	www.crafco.com www.graco.com www.kminternational.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	N. Thomas Kelly, Vice President Sales and Marketing, 6165 W. Detroit St. Chandler, AZ 85226, tom.kelly@crafco.com, 602-276-0406	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Bryan Darling, Regional Manager, 6165 W. Detroit St. Chandler, AZ 85226, bryan.darling@crafco.com, 602-276-0406	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Angie Hoaglin, Sales & Contract Administrator, 6165 W. Detroit St. Chandler, AZ 85226, angie.hoaglin@crafco.com, 602-276-0406	

Table 2: Company Information and Financial Strength

Item 15.

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Since 1976, Crafcro, Inc. has supplied the pavement preservation industry with quality products including roadway maintenance equipment and pavement preservation materials. Crafcro is the only manufacturer in the pavement preservation industry that manufactures equipment and materials to provide a total pavement preservation solution. This gives Crafcro a better understanding of how the melters and crack sealants should work together and apply the product in the most efficient way possible. This provides the agencies that best possible equipment and materials for their needs.</p> <p>VISION STATEMENT: To be the global leader in preservation and modified asphalt science through a relentless pursuit of exceptional relationships, unsurpassed quality, innovation, and exceeding expectations.</p> <p>MISSION STATEMENT: We produce, promote, and supply specialized preservation products to the pavement, roofing and waterproofing industries.</p> <p>VALUES:</p> <p>EMPOWERED SERVICE- Together, we are committed to delivering unparalleled service. We do what's right, provide solutions and foster stronger relationships with our team and customers.</p> <p>SELFLESS LEADERSHIP- We lead with compassion and put those around us before ourselves. We don't say we're the experts; we demonstrate it through technical expertise, category innovation and genuine care for what we do.</p> <p>PURPOSEFUL GROWTH- Employee growth and company growth go hand in hand. We build our legacy together to ensure future success.</p> <p>RESPECTFUL RELATIONSHIPS- Together we foster a culture of respect, acceptance and diversity of ideas and of people. Our differences make us stronger, and we are united by our shared values.</p>
10	What are your company's expectations in the event of an award?	<p>In the event of an award, Crafcro expects 60-70 units with 1,000,000-1,500,000 pounds of material each year.</p> <p>Per our current Sourcewell contract we have sold 169 units and 1,856,070 pounds of material. Looking to grow by 25%.</p>
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Attached.
12	What is your US market share for the solutions that you are proposing?	70%
13	What is your Canadian market share for the solutions that you are proposing?	30-40%
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>Crafcro is an authorized distributor for the KM and Graco products we are offering on this proposal. Company owned Supply Centers strategically located throughout the US to provide service and support for the products we are offering.</p> <p>Crafcro covers 50 States with 24 independent Distributors and 18 Crafcro owned Service Centers. Crafcro has 4 Regional Managers that manage 29 Territory Sales Managers across the United States. Our International Department has 1 Territory Manager for Canada and 4 independent Distributors with one Crafcro warehouse. Crafcro works with all of their Distributors to provide warranty and general service and repair facilities across the US and Canada.</p>
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Crafcro holds numerous business licenses and resell licenses for all States and local agencies across the United States and Canada where we manufacture and distribute directly to customers. We also require our Distribution to provide the appropriate licensing in all jurisdictions in which they are conducting business.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

Table 3: Industry Recognition & Marketplace Success

Item 15.

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Roads & Bridges' Contractor's Choice Award (7 years in a row) for best equipment in the industry. Top 5 for all advertisers and #1 in the Industry in AdStudy conducted by Signet Research Inc. Maintenance Superintendent Association (MSA) has awarded one of Crafcro Regional Managers in 2018 with the Stellar Vendor award and in 2020 this award was given to one of Crafcro's Territory Managers.	*
19	What percentage of your sales are to the governmental sector in the past three years	55%	*
20	What percentage of your sales are to the education sector in the past three years	Less than 1%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcwell \$10,883,750.17 BUYBOARD \$627,790.94 HGAC: \$251,156.46	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Deschutes County, OR	Randy McCulley	541-322-7125	*
City of Tempe, AZ	Adam Padilla	480-350-8707	*
NYSDOT	Lou Cardinale	845-647-5614	*
Lee County, AL	Patrick Harvill	334-737-7011	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
DELDOT	Government	Delaware - DE	Sealant & Equipment	Equipment (3) Sealant (585,000 Lbs.)	\$473,554.32	*
SDDOT	Government	South Dakota - SD	Equipment	Equipment (5)	\$312,157.04	*
City of Roseville	Government	California - CA	Sealant & Equipment	Equipment (3) Sealant (84,000 Lbs.)	\$233,852.77	*
City of Barstow	Government	California - CA	Sealant & Equipment	Equipment (1) Sealant (126,000 Lbs.)	\$195,992.42	*
City of Buckeye	Government	Arizona - AZ	Equipment	Equipment (2)	\$187,707.22	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	30 Territory Managers in the US (Crafcro employees) AL 1 - AK 1 - AZ 3 - AR 1 - CA 4 - CO 1 - CT 2 - DE 1 - FL 1 - GA 1 - HI 1 - ID 1 - IL 2 - IN 2 - IA 1 - KS 1 - KY 1 - LA 1 - ME 2 - MD 1 - MA 2 - MI 1 - MN 1 - MS 1 - MO 2 - MT 1 - NE 1 - NV 1 - NH 2 - NJ 1 - NM 1 - NY 1 - NC 1 - ND 1 - OH 1 - OK 1 - OR 1 - PA 2 - RI 2 - SC 1 - SD 1 - TN 2 - TX 4 - UT 1 - VT 2 - VA 1 - WA 2 - WV 1 - WI 1 - WY 1 1 Territory Manager in Canada (Crafcro employee)	*
26	Dealer network or other distribution methods.	21 US Distributors with single State locations average of 2-4 salespeople 3 US Distributors with 2-7 multiple State locations and 5-8 salespeople 4 Canada Distributors single locations average of 2-4 salespeople	*

27	Service force.	<p>CRAFCO SUPPLY CENTERS</p> <p>Anderson, CA 4 Direct Employees Bridgeton, MO 2 Direct Employees Edmond, OK 6 Direct Employees Evansville, IN 5 Direct Employees Farmer's Branch, TX 3 Direct Employees Fontana, CA 3 Direct Employees Lee's Summit, MO 3 Direct Employees Millbury, MA 4 Direct Employees Nashville, TN 5 Direct Employees Nassau, NY 5 Direct Employees Newtown, CT 2 Direct Employees Portland, ME 1 Direct Employee Portland, OR 3 Direct Employees Sacramento, CA 3 Direct Employees San Antonio, TX 5 Direct Employees Tulsa, OK 2 Direct Employees Wichita, KS 3 Direct Employees</p> <p>MANUFACTURING/SERVICE CENTERS</p> <p>8 PLANTS</p> <p>Allentown, PA 6 Service Center employees (does not include all manufacturing staff) Cheyenne, WY 2 Service Center employees (does not include all manufacturing staff) DeKalb, IL 2 Service Center employees (does not include all manufacturing staff) Chandler, AZ (2) Two strategically located service Centers with 2 Service Center employees (does not include all manufacturing staff) Halls, TN 2 Service Center employees (does not include all manufacturing staff) Naples, TX 2 Service Center employees (does not include all manufacturing staff) Youngstown, OH 2 Service Center employees (does not include all manufacturing staff)</p>	Item 15.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>DIRECT SALES: Once contacted by the Agency interested on purchasing off of the Sourcewell contract, the Territory Manager in the area will work with the Agency on which piece of equipment or material fits their needs and requirements. They will fill out the Worksheet with all information priced out along with an internal quote. This must be approved by Angie Hoaglin, the Contract Administrator for Crafcro. The Territory Manager will submit the worksheet to the Agency for review. Once approved, the PO will need to be made out to Crafcro, Inc. along with the approved worksheet and sent to Angie Hoaglin at angie.hoaglin@crafcro.com. Once the notice to proceed is given, Angie will notify Customer Service and the specific plant by sending a copy of the worksheet, Crafcro quote and PO. Once equipment is received, the Territory Manager will be responsible for making the final delivery to the Agency and conducting the start-up training and safety training. Crafcro will invoice the Agency. Once paid, Crafcro will pay the Sourcewell fee.</p> <p>DISTRIBUTORS: It will be their responsibility to fill out the worksheet with equipment, options, materials, delivery, taxes etc. The worksheet will be sent to Angie Hoaglin, the Contract Administrator for Crafcro to be checked, approved and returned with a quote for reference when placing an order. Distributor will submit worksheet to the Agency for approval and Purchase Order. Once the notice to proceed is given, Angie will notify Customer Service and the specific plant by sending a copy of the worksheet, Crafcro quote and PO. Once equipment is received, the Distributor will be responsible for making the final delivery to the Agency and conducting the start-up training and safety training. Once paid, Crafcro will pay the Sourcewell fee. Crafcro will ship and invoice the Distributor. Distributor is responsible for invoicing the customer.</p>	
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Once an inquiry has been made, our direct sales staff is able to respond to the customer's request within a day of the inquiry from the customer. All sales force is well versed in the Crafcro/Graco/ KM International product lines. Our sales staff can handle demos for new customer inquiries to help Agencies determine the type of machine that best suits their needs. Crafcro works closely with its Distributors when involved in the sale of the equipment to make sure that all the customers' needs are met, from the delivery, new equipment start-up training and warranty service after the sale.	
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Crafcro is willing and able to provide equipment, materials and service within all 50 states. 7 sealant manufacturing plants strategically placed across the Country minimize freight cost to the end users. One equipment manufacturing plant in Chandler, Arizona that use a very coordinated shipping plan to move equipment across the country at the most competitive cost possible. Crafcro has 24 US Distributors with 30 Territory Managers.	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Crafcro has one of its oldest Distributors based in Canada with 45 years selling and servicing the Canadian market. Crafcro currently has 4 Distributors and 1 Territory Manager in Canada. We would like to extend all products and services. All sales of products into Canada are based on US Price List in US Dollars. Payment will be made in USD or current (date of invoice) equivalent Canadian dollars. We also work with Canoe, which represents all the Canadian Provinces. With our current Sourcewell contract we are working with Canadian Armed Forces in Goose Bay.	
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A	
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A	
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A	

Table 7: Marketing Plan

Item 15.

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Crafco will provide awareness to the marketplace by including Sourcewell in our marketing and advertising. For example: include Sourcewell in literature used by sales representatives when talking with customers every day, include Sourcewell at tradeshow, conducted regionally (102 shows last 3 years) and nationally (18 shows last 3 years) reaching thousands of people every year, include Sourcewell on www.crafco.com website reaching 9,500 people a month and on outbound email advertising which reaches 40,000 people a month. Once awarded, the Sourcewell awarded logo will be added within all of these.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Crafco's social media posts focus on our products, financing, promotions and Supply Centers. We also share customers posts that feature Crafco products to help maintain engagement. Facebook has 1,570 followers (+22% over last 18 months) LinkedIn has 1,761 followers (+63% over last 18 months) YouTube has 228 followers (+93% over last 18 months) Over the last year, Crafco has developed and posted Troubleshooting videos to help end users with quick field repairs and service. Launched Instagram July 2021 Crafco runs multiple print ads in a variety of industry publications as well as 1000's digital ads with our email marketing campaigns per year.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	After Crafco's initial launch of its contract in 2017, extensive training for our sales team was developed to utilize the Sourcewell contract and how to work with Agencies in providing best equipment and sealant solutions. This training is ongoing with webinars and Crafco University in house training. This training is also extended to our Distributor network and their sales team. Sourcewell's role is being accessible to members and non-members looking for information on how to use the contract as well as legal questions regarding purchasing equipment and material from the contract.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, Crafco does not utilize an e-procurement processing system.

Table 8: Value-Added Attributes

Item 15.

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Operational and safety training is standard with each delivery of machine. This is completed either by the Distributor or direct sales representative in that area at no cost to the customer. Each new Crafcro unit delivered to the end user includes up to 8 hours of on-site training and safe operation techniques for the equipment. Periodic training is available at the end user request. Crafcro provides ongoing equipment training seminars as well as web-based training and troubleshooting.
40	Describe any technological advances that your proposed products or services offer.	With over 45 years of manufacturing experience, Crafcro has been the leader in the pavement preservation equipment with advancements in safety controls with our on-demand pump system that stops the flow of sealant if the application wand is dropped, keeping the operator from getting burned from sealant splashing from the wand. The Pump Lockout system was also developed to keep the operator from trying to pump sealant before it is heated to the proper temperature and causing premature wear on the pump. New engine operation controls are being used to operate and monitor the entire unit and override operator errors. This control panel also allows the engine to run at a lower speed while heating up, once the melter is ready to start pumping, the engine speeds up to produce more power. This makes the Crafcro melters much more fuel efficient. Crafcro's engineering and designs make our crack sealing and patching equipment the safest in the marketplace.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Crafcro utilizes Tier 4 engines which meet Emission Standards. Crafcro developed the Crack-Vac filter system for cleaning the cracks and joints in asphalt and concrete roadways and parking lots. This system contains particle matter down to ten microns (PM-10) which complies with the strict air quality standards in effect today. Crafcro also developed the Dust Control Router which eliminates occupational exposure to respirable crystalline silica and reduces dust by 96% when routing cracks and joint for sealant application. Many Crafcro sealants are blended with recycled ground tire rubber, as a company, Crafcro utilizes approximately 10 million pounds of recycled tire rubber a year. Crafcro's sealant Box packaging contains recycled cardboard and is 100% recyclable. Over the past several years Crafcro has patented 2 different boxless packages for sealant that eliminates cardboard boxes and is environmentally friendly with all waste eliminated.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Crafcro has been in business since 1976 serving the Pavement Preservation Industry. Crafcro has engineers that are members of the ASTM committees that work on sealant specifications for the Country. Crafcro is also involved with several sealant test decks across the Country: National Transportation Product Evaluation Program, National Center for Asphalt Technology and the MNROADS testing facility in Minnesota. This involvement assures that Crafcro sealants are designed and manufactured to the highest quality and deliver the best performance possible for the Agency's needs. Each of the sealant manufacturing plants for Crafcro have testing labs. Every manufacturing lot of material is tested and is certified that the sealants meet the specification it was manufactured to before it is shipped to the end user. This guarantees the products quality. The Crafcro equipment plant has a very extensive AQ, QC program, that includes the run up of all pieces of equipment to assure all operational aspects of the equipment. All pieces of equipment are inspected and signed off by the QC Manager before shipment. All KM and Graco equipment will be received either at a Crafcro facility or Distributor and will be run up to make sure the equipment is in good working order and ready to be delivered to the Agency. Crafcro is the only manufacturer of equipment and materials to provide a total pavement preservation solution. This gives Crafcro a better understanding of how the melters should work and apply the product in the most efficient way possible.

Table 9A: Warranty

Item 15.

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Warranty covers products and parts. Detailed warranty information specific to each product offered can be found in the attached documents.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	N/A	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranty does not cover travel expense.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All geographic regions are covered.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranties will be passed on to the original equipment manufacturer.	*
50	What are your proposed exchange and return programs and policies?	Crafcio will only accept the return of products that have been authorized in writing in advance, and proof of purchase is required. Not all purchases are returnable. This is a Return Policy for non-warranty claims. Refer to the product data sheet for information about warranty and claims for warranty reimbursement.	*
51	Describe any service contract options for the items included in your proposal.	N/A We do not offer service contracts.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	Crafcio warrants that all Crafcio products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	All Crafcio Service Centers and distributors work on a first come, first service basis for equipment service. Exceptions are made when an emergency occurs. Crafcio is committed to customer satisfaction. We have a policy of addressing any customer issues within 1 business day.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Net 30 Days – Credit Card and Wire Transfer.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Sourcewell awarded NCL, and other agency preferred financing.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Per our current Sourcewell Contract, attached in the Standard Transactions section is the worksheet and quote which will be used if awarded this Sourcewell Contract.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Crafcio accepts P-Card procurement and payment process at no additional cost.	*

Table 11: Pricing and Delivery

Item 15.

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Product Category Discount. Pricing lists are attached with related discounts noted.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Crafco Equipment and Options: 5-20% off list. Crafco Materials: 20% off list. KM International: 10-18% off list. Graco: 15% off list.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	N/A. Not typically offered as most agencies have various specs they want to meet, making it difficult to offer volume or quantity discounts.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	When requested for Non-Standard options; these items are sourced through our supply vendor at best price possible.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	N/A	*
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is an additional charge. Equipment/Sealant may be combined with other equipment/material going to the closest Crafco facility or Distributor. Actual charges are divided between equipment/material. Crafco works closely with our freight company to get the best rate possible.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight is an additional charge. Equipment/Sealant may be combined with other equipment/material going to the closest Crafco facility or Distributor. Actual charges are divided between equipment/material. Crafco works closely with our freight company to get the best rate possible.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Crafco always works closely with our freight company to get the best delivery methods possible.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	Either the direct Territory Manager or Distributor will complete the Sourcwell Worksheet, it will be sent to Crafco corporate office Angie Hoaglin, Contract Administrator, she will verify all pricing is correct, sign worksheet then the approved worksheet is ready to submit to Agency. Once PO is received, we enter in our Quarterly Log where we add all information from PO including fees to be paid to Sourcwell.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Crafco will keep a log of all PO's received from the Sourcwell contract that totals all sales from date of award. This information is tracked monthly and reviewed by Senior Management members at Crafco.	*
69	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2% based on total sales.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Roadway maintenance equipment including Pothole Patchers, Seal Coaters, Crack Sealers and Mastic/Adhesive Melters, Sealants and Mastics, Pavement Marking Application Machines and Sani-Sprayers, Asphalt Recyclers and Reclaimers.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Item 15.

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Asphalt recycles and reclaimers	<input checked="" type="radio"/> Yes <input type="radio"/> No	KM International	*
73	Patchers, seal coaters, crack sealers, and mastic and adhesive melters	<input checked="" type="radio"/> Yes <input type="radio"/> No	Also Crafcro Crack Sealants, Mastic and Patching Products.	*
74	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
75	Pavement marking application and removal equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Graco.	*
76	Other	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sani-Sprayers.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
 3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Pricing.pdf - Thursday July 29, 2021 10:08:55
 - [Financial Strength and Stability](#) - Crafcro 6-30-20.pdf - Thursday July 08, 2021 11:00:31
 - [Marketing Plan/Samples](#) - Marketing Materials.pdf - Thursday July 08, 2021 12:16:12
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Information.pdf - Wednesday July 28, 2021 08:39:40
 - [Standard Transaction Document Samples](#) - Transaction Documents.pdf - Wednesday July 28, 2021 08:43:07
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

Item 15.

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - N.Thomas Kelly, Vice President Sales and Marketing, Crafcro, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name		I have reviewed the below addendum and attachments (if applicable)		Item 15.
Addendum_4_Roadway_Maint_Equipt_RFP_080521 Wed July 28 2021 06:54 PM		<input checked="" type="checkbox"/>		2
Addendum_3_Roadway_Maint_Equipt_RFP_080521 Mon July 26 2021 04:56 PM		<input checked="" type="checkbox"/>		2
Addendum_2_Roadway_Maint_Equipt_RFP_080521 Fri July 16 2021 12:55 PM		<input checked="" type="checkbox"/>		1
Addendum_1_Roadway_Maint_Equipt_RFP_080521_Draft Thu June 24 2021 04:18 PM		<input checked="" type="checkbox"/>		1



RFP #080521
REQUEST FOR PROPOSALS
for
Roadway Maintenance Equipment

Proposal Due Date: August 5, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Roadway Maintenance Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	June 17, 2021
Pre-proposal Conference:	July 15, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	July 29, 2021, 4:30 p.m., Central Time
Proposal Due Date:	August 5, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	August 5, 2021, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;

- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Roadway Maintenance Equipment, including, equipment, attachments, accessories, and related technology designed or primarily intended for use in the maintenance of road and highway surfaces, such as:
 - a. Asphalt recyclers and reclaimers;
 - b. Patchers, seal coaters, crack sealers, and mastic and adhesive melters;
 - c. Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment; and,
 - d. Pavement marking application and removal equipment.
2. This solicitation should NOT be construed to include:
 - a. Road construction equipment.
3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
 - a. Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment, with Related Accessories and Supplies (RFP #122017)
 - b. Public Utility Equipment with Related Accessories and Supplies (RFP #012418)
 - c. Snow and Ice Handling Equipment, Supplies, and Accessories (RFP #080818)
 - d. Trailers with Related Equipment, Accessories, and Services (RFP #121918)
 - e. Heavy Construction Equipment with Related Accessories, Attachments, and Supplies (RFP #032119)
 - f. Medium Duty and Compact Construction Equipment with Related Attachments, Accessories, and Supplies (RFP #040319)
 - g. Portable Construction Equipment with Related Accessories and Attachments (RFP #041719)
 - h. Equipment Rental with Related Services (RFP #062320)
 - i. Road Right-of-Way Maintenance Equipment (RFP #070821)
 - j. Roadway Paving Equipment (RFP #TBD)

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for

situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$15 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price

(MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.

- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;

- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



6/24/2021

Addendum No. 1

Solicitation Number: RFP 080521

Solicitation Name: Roadway Maintenance Equipment

Consider the following amendment to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

RFP Amendment:

As the result of the publication of an RFP that has been identified as not included in the equipment, products, or services of this solicitation, RFP Subsection II. B. 3. j. is revised to remove the (RFP #TBD) placeholder, and insert the actual RFP number, to read as follows:

* * * *

j. Roadway Paving Equipment (RFP #081221)

* * * *

The remainder of the RFP content remains unchanged.

End of Addendum

Acknowledgement of this Addendum to RFP 080521 posted to the Sourcewell Procurement Portal on 6/24/2021, is required at the time of proposal submittal.



7/16/2021

Addendum No. 2

Solicitation Number: RFP 080521

Solicitation Name: Roadway Maintenance Equipment

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Most of our governmental sales go through our dealer network. Is it acceptable to list those in our list of top 5 even though they purchased through a dealer?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell participating entities and that they are willing and able to provide. The solicitation is a competitive process and proposals are evaluated on the content submitted.

End of Addendum

Acknowledgement of this Addendum to RFP 080521 posted to the Sourcewell Procurement Portal on 7/16/2021, is required at the time of proposal submittal.



7/26/2021

Addendum No. 3

Solicitation Number: RFP 080521

Solicitation Name: Roadway Maintenance Equipment

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What information from the proposal is automatically published in the public domain (e.g., Sourcewell web site)? And what information is only provided to another party upon their request for the information? In those instances, is the information only provided to the individual or organization that makes the request or is it shared more broadly? Can anyone make that request to get a copy of the information in our proposal? And what is the process they have to go through to make the request?

Answer 1:

The Sourcewell website is publicly available, and a prospective proposer may review the materials posted to the website at www.sourcewell-mn.gov. Sourcewell responds to all requests for data in accordance with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

Question 2:

Table 12: Pricing Offered. Question 66 states: The Pricing Offered in this Proposal is. This question is very vague, could you please provide a narrower description or examples of what information or description this question is asking for.

Answer 2:

Table 12, Question 66, includes a drop-down menu. A proposer will select the response that aligns with its proposal.

Question 3:

Table 13: Audit and Administrative Fee, Question 69 references a proposed Sourcewell administrative fee, but no guidelines are provided in either the Contract Template nor the RFP itself. What are the required administrative fees for this RFP?

Answer 3:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

End of Addendum

Acknowledgement of this Addendum to RFP 080521 posted to the Sourcewell Procurement Portal on 7/26/2021, is required at the time of proposal submittal.



7/28/2021

Addendum No. 4

Solicitation Number: RFP 080521

Solicitation Name: Roadway Maintenance Equipment

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What Additional Insured form do you want us to use for completed operations policy? Our insurance provider is asking, and we just want to make sure we use the right one.

Answer 1:

Refer to Section 18 of the Sourcewell template contract for insurance coverage requirements. Certificates of Insurance are required to be provided by awarded suppliers only, prior to the commencement of the contract.

A request for modification to the Sourcewell contract template may only be submitted with a proposal. To request a modification to the template contract terms, conditions, or specifications (including any request to modify or clarify the insurance requirements), a proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process.

Question 2:

In reference to the pricing that needs to be submitted, should we be submitting two price lists? One for Canadian customers and one for US customers? Please provide guidance as to how you want the pricing submitted in both currencies.

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the

requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 080521 posted to the Sourcewell Procurement Portal on 7/28/2021, is required at the time of proposal submittal.



13616 NW Industrial Cir.
Bridgeton, MO 63044
314-739-7325
224-208-1819 Fax

Estimate

Item 15.

Date	Estimate #
2/7/2023	2893

Name / Address
City of Republic Jeremiah Jones 221 N. Main Republic, MO 65738

Ship To
City of Republic Jeremiah Jones 221 N. Main Republic, MO 65738

			Terms	Project
Qty	Item	Description	Cost	Total
1	E2747HH	Crack Pro 125 DA Melter/Applicator w/ Heated Hose, Air Compressor and Diesel Engine	72,634.25	72,634.25T
1	P74001	22' Heated Hose Upgrade	858.00	858.00T
	Freight	Freight-Delivery \$600 if shipped with our stock orders, \$950 if shipped alone LTL, Waived if picked up in Sandusky Ohio Plant	0.00	0.00
			Subtotal	\$73,492.25
			Sales Tax (0.0%)	\$0.00
			Total	\$73,492.25

AGENDA ITEM ANALYSIS

Project/Issue Name: 23-R-16 A Resolution of The City Council Authorizing the BUILDS Department to Purchase Two Pumps to Replace Pumps #2 and #3 for Shuyler Creek Lift Station.

Submitted By: Garrett Brickner, Assistant BUILDS Administrator

Date: March 7, 2023

Issue Statement

The BUILDS Department would like to purchase 2 new pumps to replace pumps #2 and #3 for Shuyler Creek Lift Station.

Discussion and/or Analysis

Shuyler Creek Lift Station had two pumps go out in January. Pump #2 went out on January 13th and Pump #3 went out on January 24th. JCI Industries picked up the pumps the last week of January. Originally the city was looking to rebuild the 5-year-old pumps that went out, the quotes for that came back at \$84,038 each for a total of \$168,076. At that time, JCI Industries offered a discount rate for purchasing 3 new Flygt Submersible Pumps at \$117,487 instead of the previously quoted amount of \$138,220 each. Therefore, the total cost for new pumps with 5-year depreciating warranties would be \$352,000.00. Compared to rebuilding the pumps and ordering the single new pump as approved by council on February 21, 2023 which would be \$306,296.00. Furthermore, the rebuilt pumps would only have 1-year warranties. This would also be an upgrade to a closed loop cooling system that was also approved for the pump #5 replacement that the current pumps do not have.

Recommended Action

Staff recommends approval to purchase new rather than rebuild the pumps for Shuyler creek lift station based on the value received.

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE BUILDS DEPARTMENT TO PURCHASE
TWO PUMPS TO REPLACE PUMPS #2 AND #3 FOR SHUYLER CREEK LIFT STATION**

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, two (2) separate pumps at the Shuyler Creek Lift Station (“SCLS”) malfunctioned during January 2023, one of which had previously malfunctioned in October 2022, all requiring the use of a portable back-up pump and rental of an additional pump to prevent sanitary sewer overflow; and

WHEREAS, the BUILDS Department has considered the options of repairing the two malfunctioning pumps versus purchasing two new pumps to replace those that are malfunctioning; and

WHEREAS, in on February 21, 2023, via Resolution 23-R-10, Council approved the purchase of a Flygt 3231 Pump with a Closed Loop Cooling system that will serve as a fifth pump for SLCS, which is in need of additional support as it receives flow from more than half of the City; and

WHEREAS, JCI Industries, Inc. (“JCI”) is the certified Sole Source Provider of Flygt equipment manufactured by Xylem, Inc. in the western Missouri area, which includes the City; and

WHEREAS, JCI provided the City a quote for the repairs to Pump #2 and Pump #3 at a total cost of \$168,076; and

WHEREAS, as an alternative, JCI provided a discounted quote of \$117,487 (each) for three (3) new Flygt Submersible Pumps, all of which would come with a 5-year depreciating warranty, for a total cost to the City of \$352,000; and

WHEREAS, rather than repairing Pump #2 and Pump #3, which would only have a one (1) year warranty, and purchasing the new fifth pump, the BUILDS Department believes that purchasing three (3) new pumps at the discounted prices quoted and with a much longer warranty to be more fiscally responsible and provide greater benefit to the citizens; and

WHEREAS, the Council finds it is in the best interest of the City and its residents to purchase the three (3) new pumps from JCI at the price(s) shown on the quote it provided to the City.

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 an agreement with JCI Industries, Inc. for the purchase of three (3) new Flygt Submersible Pumps, as specified in the quote from JCI Industries, Inc., attached hereto as “Attachment 1,” and incorporated by reference, at the estimated total cost of \$352,000.
- Section 2.** The City Administrator, or his designee(s), on behalf of the City, authorized to take all other reasonable, necessary steps to implement this Resolution.
- Section 3.** The whereas clauses are specifically incorporated herein by reference.

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

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

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320

Item 16.

www.jciind.com

Tuesday, February 28, 2023

Republic MO, City of
City Hall 225 N Main
Republic, MO 65738

Phone: 417-848-1515
Fax: 417-732-3499

Attention: Shad Kline, Eric Brown, Garrett Brickner

Subject: Shuyler Creek PS Closed-Loop Cooling Pump

Quotation #: SEQT-13597MFR
Please refer to this number when ordering

Item	Description	Qty	Unit Price	Subtotal
1.00	Flygt NP 3231 Submersible Pump <ul style="list-style-type: none">Flygt Series NP 3231.735480 Curve250 HP MotorHard Iron Impeller & Wear Plate395mm Impeller Trim(2) 50' Length Cables	3	\$117,487.00	\$352,461.00

Mark Fraser

Mark Fraser
Application Engineer
JCI Industries, Inc.

Mark Swendrowski

Mark Swendrowski
Sales Engineer
JCI Industries, Inc.
816-803-9607

Terms & Conditions	
Lead Time 16-18 Weeks After Receiving Order	Payment Terms Net 30
Shipping Method Best Way	Shipping Terms Prepaid and Added to Invoice
Due to current market conditions, please confirm pricing at point of order	



STANDARD TERMS OF SALE

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
 2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.
 3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation.
 4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
 5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
 6. Warranty. Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
 7. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
 8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control. Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.
 9. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
 10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
 11. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.
 12. Credit Approval: If at any time information available on Purchaser's financial condition or credit history, in JCI's judgment, does not justify the terms of payment specified herein, JCI may require full or partial payment in advance, or an acceptable form of payment guarantee such as a bank letter of credit, or other modifications to terms of payment.
- Backcharges: JCI shall not be liable for any charges incurred by Purchaser for work, repairs, replacements or alterations to the Products, without JCI's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.

WARRANTY

Xylem Water Solutions USA, Inc.

For the period defined, Xylem Water Solutions USA, Inc. offers a commercial warranty to the original End Purchaser against defects in workmanship and material on Flygt Products. Warranty covers Flygt parts and labor as outlined in

ADDENDUM – A.

COVERAGE:

Xylem Water Solutions USA, Inc. will pay the cost of parts and labor during the warranty period, provided that the Flygt product, with cable attached, is returned prepaid to a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt Product repairs. Coverage for Flygt parts and labor will be provided for the period shown in **ADDENDUM - A**. The warranty period will begin from date of shipment or date of a valid Start-up (For permanently installed pumps only). In cases where the Start-up date is used as the beginning of the warranty on a permanently installed Flygt pump, a Start-up Report completed by an approved service technician from a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt products must be received by the Xylem Water Solutions USA, Inc. Area Service Manager for Flygt Products within thirty (30) days of the initial onset of the unit placed into service. If not received, the beginning of the warranty coverage will default to the Flygt product ship date. A Start-up for a permanently installed Flygt pump must occur within one (1) year from the date of shipment from a Xylem Water Solutions USA, Inc. authorized facility for Flygt Products or warranty will automatically default to ship date as start of warranty. (See **STORAGE** section) When using the start-up date as the beginning of the warranty, a copy of the Start-up Report will be required to support any Warranty Claims. Warranty on Flygt Dewatering pumps will begin with ship date only. No other date on Flygt Dewatering pumps will be considered.

Xylem Water Solutions USA, Inc.'s sole obligation under this Warranty for Flygt Products shall be to replace, repair or grant credit for Flygt Products upon Xylem Water Solutions USA, Inc.'s exclusive determination that the Flygt Product does not conform to the above warranty. In the event that the Flygt product is replaced, warranty on the replacement product will be equal to the balance remaining on the original product or ninety (90) days, whichever is greater.

MISUSE:

This Warranty shall not apply to any Flygt product or part of Flygt product which (i) has been subjected to misuse, misapplication, accident, alteration, neglect, or physical damage (ii) has been installed, operated, used and/or maintained in a manner which is in an application that is contrary to Xylem Water Solutions USA, Inc.'s printed instructions as it pertains to installation, operation and maintenance of Flygt Products, including but without limitation to (iii) operation of equipment without being connected to monitoring devices supplied with specific products for protection; or (iv) damaged due to a defective power supply, improper electrical protection, faulty installation or repair, ordinary wear and tear, corrosion or chemical attack, an act of God, an act of war or by an act of terrorism; or (v) has been damaged resulting from the use of accessory equipment not sold by Xylem Water Solutions USA, Inc. or not approved by Xylem Water Solutions USA, Inc. in connection with Flygt products.

WEAR PARTS:

This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover Flygt parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by Xylem Water Solutions USA, Inc.. Wear Parts are defined as Cutters, Cutting Plates, Impellers, Agitators, Diffusers, Wear Rings (Stationary or Rotating), Volute (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on all Flygt equipment.

WARRANTY

Xylem Water Solutions USA, Inc.

DISCLAIMERS:

(i) Xylem Water Solutions USA, Inc.'s warranties are null and void when Flygt Products are exported outside of the United States of America without the knowledge and written consent of Xylem Water Solutions USA, Inc.; (ii) Xylem Water Solutions USA, Inc. makes no independent warranty or representation with respect to parts or products manufactured by others and provided by Xylem Water Solutions USA, Inc. (however, Xylem Water Solutions USA, Inc. will extend to the Purchaser any warranty received from Xylem Water Solutions USA, Inc.'s supplier for such parts or products).

LIMITATIONS:

XYLEM WATER SOLUTIONS USA, INC. NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON OR COMPANY TO ASSUME FOR XYLEM WATER SOLUTIONS USA, INC., ANY OTHER OBLIGATION IN CONNECTION WITH THE SALE OF ITS FLYGT EQUIPMENT. ANY ENLARGEMENT OR MODIFICATION OF THIS WARRANTY BY A FLYGT PRODUCT DISTRIBUTOR, OR OTHER SELLING AGENT SHALL BECOME THE EXCLUSIVE RESPONSIBILITY OF SUCH ENTITY.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO FLYGT PRODUCT(S), INCLUDING AND WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. PURCHASER'S EXCLUSIVE REMEDY AND XYLEM WATER SOLUTIONS USA, INC.'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES IS LIMITED TO REPAIRING OR REPLACING FLYGT PRODUCTS AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE PURCHASER HEREUNDER. IN NO EVENT IS XYLEM WATER SOLUTIONS USA, INC. LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

XYLEM WATER SOLUTIONS USA, INC. WILL NOT BE HELD RESPONSIBLE FOR TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR'S FEES, OR ANY EXPENSES ASSOCIATED WITH A FLYGT PRODUCT REPAIR SHOP NOT AUTHORIZED BY XYLEM WATER SOLUTIONS USA, INC. U.S.A., INC. REIMBURSEMENT COSTS FOR CRANES AND/OR ANY SPECIAL EQUIPMENT USED IN CONJUNCTION FOR THE REMOVAL AND/OR REINSTALLATION OF ANY FLYGT EQUIPMENT IS NOT COVERED UNDER THIS WARRANTY.

ANY UNAUTHORIZED ALTERATIONS TO SUPPLIED FLYGT EQUIPMENT USED WITHOUT XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLE OR CONTROLS WILL NOT BE COVERED UNDER THIS WARRANTY, UNLESS IT CAN BE PROVEN SUCH ANCILLARY EQUIPMENT IS SUITABLE FOR THE PURPOSE AND EQUAL TO XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLES OR CONTROLS THAT WOULD ORIGINALLY HAVE BEEN SUPPLIED WITH THE TYPE OF EQUIPMENT IN USE.

REQUIREMENTS:

A copy of Electrical System Schematics of the Control used (including a Control's Bill of Material) could be required to support a Warranty Claim when a non Flygt Brand Control is used. In addition, a written record, hereby known as "the log", will be associated with each unit serial number and must be maintained by the organization having product maintenance responsibility. The log must record each preventative maintenance activity and any repair activity during the life of the warranty or verification that a Xylem Water Solutions USA, Inc. authorized Service Contract for Flygt Products is in force and must be available for review and/or auditing. Failure to meet these conditions could render this warrant null and void. Such logs could be required to determine warranty coverage.

WARRANTY

Xylem Water Solutions USA, Inc.

STORAGE:

Should a delay occur between ship date and the date of start-up, maintenance as outlined in Xylem Water Solutions USA, Inc.'s Care & Maintenance Manual for Flygt Products must be performed by the "CONTRACTOR" and/or "OWNER" during any such period of storage. Documentation providing proof and outlining what maintenance was performed must be provided to Xylem Water Solutions USA, Inc. or its Flygt Products representative within thirty (30) days of said maintenance, or the Xylem Water Solutions USA, Inc. warranty for Flygt Products could be considered void.

CONTROLS:

Warranty coverage for permanently installed controls will start for the end purchaser on the date of shipment. This warranty does not apply to controls that have been damaged due to a defective and/or improper input power supply, improper electrical protection, accidental damage, improper or unauthorized installation and/or repair, unauthorized alteration, negligence, environmental corrosion or chemical attack, improper maintenance or storage of control, any act of God, an act of war, an act of terrorism or damage resulting from the use of accessory equipment not approved by Xylem Water Solutions USA, Inc.. Further, this warranty does not apply in the event an adjustment is found to correct the alleged defect.

Solid state devices will be covered for a period of one (1) year. Electrical control panels containing controllers, PLC's, drives, soft starts, and other computerized equipment will require Transient Voltage Surge Suppression (TVSS) protection in order to satisfy the requirements of this warranty. The protection equipment associated with the control must be kept in working condition during the life of the warranty. Auxiliary equipment supplied with the control (air-conditioners etc.) is limited by the respective original equipment manufacturer's warranty offered. Consumable items such as: light bulbs, fuses, and relays are covered under normal operating conditions. Electrical surges experienced during startups and/or during normal operating use of the control panel will cause the consumable items not to be covered under this warranty policy. Components not supplied by Xylem Water Solutions USA, Inc. will not be covered by this warranty.

TOP (The Optimum Pump Station)

Xylem Water Solutions USA, Inc. will warrant the Flygt TOP pre-engineered fiberglass pump station components against defects in material and workmanship for a period of one (1) year from date of start-up or eighteen (18) months from date of shipment and is valid only to the original owner of the station. Warranty shall cover the cost of labor and materials required to correct any warrantable defect, excluding any removal and reinstallation costs, FOB Xylem Water Solutions USA, Inc.'s authorized warranty service location for Flygt's TOP.

Flygt Products contained within a TOP pre-engineered fiberglass pump station will carry the standard Xylem Water Solutions USA, Inc. warranty for Flygt products and/or accessories installed in the TOP pre-engineered fiberglass pump station.

All Flygt Product restrictions and/or limitations as outlined and described within the context of this warranty are germane to all sections of this Xylem Water Solutions USA, Inc. Warranty document.

Xylem Water Solutions USA, Inc.
National Quality Assurance - US Corporate

WARRANTY

Xylem Water Solutions USA, Inc



ADDENDUM A - Warranty Coverage by Product

PRODUCT	PRODUCT SERIES AND CONFIGURATION	WARRANTY COVERAGE (Months)									
		1-12	13-18	19-24	25-36	37-39	40-48	49-60	61-84	85-120	
Axial Flow / Mixed Flow / Centrifugal Pumps & Mixers	3000 Series (CP, NP, DP, CT, NT, CZ, NZ, LL) 4000 Series (SR, PP) 7000 Series (PL)	100%		50%			25%				
	6000 Series (N, DP, iPS, XPC)	100%		50%			25%				
Concertor Pumping System	6000 Series w/ iPS or XPC Panels (w/ 1 year purchase of Flygt Cloud and built in i2r)	100%			50%			25%			
ETO Electrical Control Panels	Engineered to Order, Xylem Manufactured Control Panels (permanently installed) - 3 Years	100%	LIMITED 100%								
Grinder Pumps	3000 Series (MP, MF, MH)	100% (From Ship Date)									
Abrasion/Corrosion Resistant & Chopper Pumps	3000 Series (FP, FS, FT, HP, HS)	100%		NOTE: Parts that fail where used in a repair are warranted for one (1) year from the date of the repair for the failed part only – no labor; This Includes Flygt pumpcontrollers, Flygt supervision equipment, Flygt submersible level transducers, etc.							
	5000 Series (HP, HS)										
	8000.280Series (DP, DZ, DT, DS, DF)										
Centrifugal Pumps	1300 Series	100%									
Dewatering Pumps	2000 Series (BS, KS)	100% (From Ship Date)									
	3000 Series (CS, NS, DS)										
	8000.280 Series (DS, DF)										
TOPS	Fiberglass Pump Station	100% (From Ship Date)									
Accessories	Permanent / Portable	100% (From Ship Date)									
Hydroejectors/Aerators	HE, JA	100%									
Portable Pump Controls	Control Boxes (Nolta,MSHA etc.)	100% (From Ship Date)									
TOPS Control Panels	TOPS controlpanels (permanently installed)	100% (From Ship Date)									
Small Pumps	3045, 3057,SX	100% (From Ship Date)									
Parts	All new Flygt parts (mechanical& electrical)	100% (From Ship Date)									
Monitoring & Control	Multismart Pump Station Manager and Operating System	100 (From Ship Date)									
	Flygy Probes (excluding the DuoProbe)	100 (From Ship Date)									
	All other Xylem M&C Products	100% (From Ship Date)									



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-R-17 A Resolution of the City Council Approving Revel Advertising as an On-Call Consultant for Marketing Services.

Submitted By: Andrew Nelson, Deputy City Administrator

Date: March 7, 2023

Issue Statement

The City of Republic requests a Resolution to approve Revel Advertising as independent consultant for marketing services throughout the City.

Discussion and/or Analysis

In January 2023, a Request for Qualifications (RFQ) was opened in order to solicit bids from independent marketing consultants. These consultants would primarily be tasked with assisting the Public Information Officer (or Interim Public Information Officer) in distribution of publications and mailers, general marketing/advertising, and a brand overhaul.

The RFQ was open for submittals for three (3) weeks with Revel Advertising being the sole submittal.

Recommended Action

Staff recommends approval.

**A RESOLUTION OF THE CITY COUNCIL APPROVING REVEL ADVERTISING AS AN ON-CALL CONSULTANT
FOR MARKETING SERVICES**

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, in January 2023, the BUILDS Department submitted a Request for Qualifications (RFQ) from independent marketing consultants for a primary focus of assisting the Public Information Officer (or Interim Public Information Officer); and

WHEREAS, in response to the RFQ, the City received a sole submittal from Purple Ram, LLC d/b/a Revel Advertising (“Revel Advertising”); and

WHEREAS, Council believes it is in the City’s best interest to approve the RFQ submitted by Revel Advertising to assist in distribution of publications and mailers, general marketing/advertising, and brand overhaul for the City.

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 an agreement with Purple Ram, LLC d/b/a Revel Advertising as an on-call consultant for marketing services.
- 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 and initiate the engagement described herein.
- 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:

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:



REQUEST FOR QUALIFICATIONS

Advertising, Public Information Publishing and Marketing
for the
City of Republic, Missouri

Andrew Nelson, Deputy City Administrator
213 N. Main Street
Republic, Missouri
anelson@republicmo.com

NOTICE TO PROPOSERS

The City of Republic, Missouri is hereby requesting statements of qualifications for professional consulting services pertaining to Advertising, public information publication, and Marketing. Specifically, the firm/consultant would aid the City in **A) City Publications and Mailers**, and **B) Branding, Marketing, Advertising and C) Informational mailings, postings and visualizations**. Qualified firms will be tasked with providing public awareness of City events, news stories and general information regarding the City's attractiveness to residents and businesses. The selected consultant or firm will be hired as an on-call professional serving as the City's interim Public Information Officer on an as needed basis (hourly) and as a project consultant for multiple projects and tasks (lump sum).

Qualification submittals must be received by the City of Republic City Clerk's Office in a sealed envelope/package that is clearly marked "RFQ 23-01, Advertising, Public Information Publishing and Marketing" no later than 3:00 p.m. (CST) on Thursday February 16, 2023.

The City will score applicants based on qualifications submitted. Any documents submitted in response to this RFQ must provide sufficient detail and information to allow a complete evaluation of its merit. The instructions herein should be followed for submittals to be considered responsive to this RFQ.

The City of Republic reserves the right to reject any and all qualification submittals, in whole or in part, to waive minor defects in the process, with or without cause, and to accept the qualification submittal deemed by the City to be in the City's best interest. There is no express or implied obligation for the City of Republic to reimburse responding firms for any expenses incurred through the preparation of responses to this RFQ and no reimbursement will be made. Each selected firm will be required to enter an agreement with the City for professional services which will be drafted by the City. The City reserves the right to cancel this solicitation at any time.

Andrew Nelson, Deputy City Administrator

Date

QUALIFICATIONS/REQUIREMENTS

- Consultant and/or firm is expected to possess adequate personnel and organization to ensure that services are provided to the City of Republic in a prompt and efficient manner.
- Provide a description and history of the consultant and/or firm as it pertains to Advertising, Public Information Publishing and Marketing.
- Consultant and/or firm must be available to City of Republic staff through email correspondence and phone calls as needed.
- Provide three (3) references for which the consultant and/or firm has performed services within the past two (2) years that are similar in nature to the Scope of Services.

SUBMITTAL REQUIREMENTS

Qualifications should be submitted in the following format:

- One (1) Paper Copy of Full Submittal:
 - Title Page – Name of consultant/firm, address, telephone number, point of contact name, point of contact email address, and date of submission.
 - Transmittal Letter – Addressed letter including an overview of services for which qualifications have been submitted, and a statement of the contents of the submittal package with timestamp.
 - Qualifications – Include all items listed in “QUALIFICATIONS/REQUIREMENTS”.
 - Sample Documents – Applicants are encouraged to include examples of previous work that bears similarity to the Scope of Services outlined in this document.
- One (1) Digital Copy of Full Submittal.

SELECTION

All submittals will be evaluated with respect to the completeness of the information provided, support for all claims made, and the overall approach taken. The following criteria shall be utilized in the evaluation of submittals, in order of no importance: Consultant/Firm Qualifications, Experience with Similar Projects, References.

TITLE PAGE

REVEL ADVERTISING

637 W. College St.
Springfield, MO 65806

417-368-6966

Point of Contact:

Katie Jones

Point of Contact Email:

kjones@reveladvertising.com

February 15, 2023

TRANSMITTAL LETTER

February 15, 2023
Andrew Nelson
Deputy City Administrator
City of Republic, Missouri

Dear Mr. Nelson:

What a remarkable time in Republic, Missouri history. We've followed along with excitement as we've watched your city grow over the last decade. From great economic development achievements in the private sector, such as the addition of the Amazon facility, to the public sector's continued support for your outstanding parks and recreation initiatives, there's much to be proud of. We've also been fortunate enough to work with companies like Magers Management and Whataburger, that are investing in the future of Republic as well. Along with these engagements, we have also invested in the community ourselves by joining the Republic Area Chamber of Commerce in 2022, which has provided excellent insights into what the future holds for your community and the surrounding region.

From our work with the Missouri Partnership, Springfield Regional Economic Partnership, and the Springfield Area Chamber of Commerce, we have gleaned valuable insight in the importance of shaping the narrative around growth, and we look forward to applying that expertise to your various branding, advertising, and communication needs.

Our response reflects how Revel's creative and strategic capabilities uniquely position us to help the City of Republic communicate your story of doing the right thing, at the right time, for the right reason in a way that resonates with your community as it continues to grow. The following proposal contains:

- A history of Revel and our process
- Key members of the Revel team
- Testimonials from current and past clients
- A list of recent brands we have worked with
- Case studies of relevant work
- An action plan addressing the requirements of the engagement
- A full list of our service offerings
- 3 references from within the last 2 years

Should you need any additional information, we'd be happy to provide it. Thank you for your time and consideration. We look forward to furthering this discussion in the future.

Sincerely,



Chris Jarratt
Chief Creative Officer & Co-Founder, Revel Advertising

CITY OF REPUBLIC

QUALIFICATIONS / REQUIREMENTS

2.15.23



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INTRODUCTION TO REVEL

SECTION 1



Revel is a full-service marketing and advertising agency with a passion for growing our client's organizations through strategically creative initiatives. We work collaboratively with our clients to identify their goals and work tirelessly to exceed them. Revel was built on the simple belief that the answer to growth is more than just creating an ad or brochure. To the Revelers, the answer lies in helping the client discover who they are and uniquely showcasing their brand in an innovative and dynamic way.

WE REVEL IN STRATEGIC GRIT — AND — CREATIVE GRACE

When done well, marketing looks so easy. Artful logos, fluid websites, clear and persuasive messages. But it doesn't start that way. The best ideas start with messy questions. With complicated issues, frank conversations, and honest I-don't-knows. Strategy is rarely pretty. But it's the combination of strategic grit and creative grace that makes Revel a more holistic agency partner.

WE WANT YOU TO REVEL IN THE RESULTS

Our mission is to apply the talents of each team member to generate creative and forward-thinking solutions that help grow the companies and institutions we work for. We believe that holistic collaboration leads to the best ideas, and that honest, candid collaboration requires trust.



3X SPRINGFIELD AREA CHAMBER
OF COMMERCE SMALL
BUSINESS AWARD FINALIST

10 TELLY
AWARDS

80+ AMERICAN ADVERTISING
FEDERATION ADDY
AWARDS

2X ADDY "BEST OF
SHOW" AWARD
WINNER

— REVEL IN THE — THE CITY OF REPUBLIC

Get to know the team members who will be
reveling in all things the City of Republic.



CHRIS JARRATT

CHIEF CREATIVE OFFICER | PARTNER

At Revel, Chris is known as the “idea man.” He will work with you at the beginning stages of your projects, supporting the design team with overall creative concepts and the marketing team with strategic initiatives. You’ll be hearing from Chris when he wants to tell you about a breakthrough idea he’s had for your brand. Those ideas are typically fueled by the 6-7 Coke Zeros Chris drinks in a day.



NICOLE JARRATT

CHIEF EXECUTIVE OFFICER | PARTNER

With 15+ years of marketing experience, Nicole is in tune with traditional and new media tactics to bring to your strategy. Working across a wide range of industries has given Nicole an eye for unique strategic opportunities for any target audience. Whenever there is a question about your marketing initiatives, Nicole should be your first call. Nicole is also always down for a Starbucks run, don’t worry you can sell it as a strategy meeting.



SHELBY SKAGGS

ACCOUNT DIRECTOR

Shelby’s title is Account Director, but she’s really a Relationship Builder. Shelby oversees our client relationships and is always strategizing how we can build new ones. She’ll be the first person you work with and will walk you through our onboarding processes. Behind the scenes Shelby reviews your account from a big picture view to ensure our team is constantly providing the best creative and strategic solutions that make sense for your brand. Shelby is also the heart of our office, our constant hype-girl, she’ll bring that same energy to your account.



KATIE JONES

ACCOUNT EXECUTIVE

Katie’s attention to detail is second-to-none. With categorized lists and daily check-ins she keeps Revel on task, on time, and on budget. Katie works closely with every member of our team to manage their priorities and will communicate with your team each win throughout the entire process. If you want to know where your project stands, Katie’s already made sure you’re up-to-date. She’s also Revel’s resident plant lady, if you need advice Katie should be your first call.



EMMA ABBOTT

ACCOUNT EXECUTIVE

Emma is your point person and project expert. She knows your marketing and business goals like the back of her hand. She ensures your projects stay on time and on budget while communicating project wins and risks from project kickoff to final wrap-up. Emma is a true extension of your team and your biggest cheerleader. She is also Revel’s resident cool girl who blows us away with insight into all of the latest trends.



CAMERON DUNEMAN

DESIGN DIRECTOR

Cameron is Revel's final say when it comes to creative projects. Nothing goes out the door without a seal of approval from him first. No detail goes unnoticed on his watch. He is involved in the development of each creative project and works closely with the team on every phase in the process. If you have creative questions, Cam is who you need to call. Cam is also really into fish. We mean like three aquariums level into fish. It's honestly really cool, you should ask him about it.



MELINDA BRINKER

SENIOR DESIGNER

Melinda is our Senior Graphic Designer at Revel. Melinda's design talents lie in web design, UI/UX, branding, logo development, as well as digital and print advertising. She has quickly become an asset to Revel through her expertise in web design and creates eye-catching, functional, and user-friendly websites for our clients. When she's not designing, Melinda can be found playing board games, losing at trivia, or taking care of her excessive amount of houseplants.



MIKE OWENS

DIGITAL MARKETING STRATEGIST

A veteran of digital marketing, Mike knows how to get the right people to your website and convert them. Whether through Google Ads, Facebook, SEO, or E-commerce, his data-driven approach ensures your digital ads are profitably working. He'll give your account almost the same love and care he gives his two golden retriever puppies. Almost.



CHARLIE ROSENBURY

LEAD DEVELOPER

If you can click it, swipe it, pinch it, or push it - Charlie can build it. From simple websites for local businesses to custom applications for coastal startups to virtual reality experiences, Charlie is immersed in digital tech and will bring that wealth of expertise to all his websites. Not to mention his insane beard-growing ability.



EMILY OLIVER

SOCIAL MEDIA STRATEGIST

Emily is our Social Media strategist. She utilizes her skills and passion to provide clients with engaging content that stands out amongst the rest. Emily is a team worker and strives to collaborate to create the best strategy for projects. She is also one of the biggest Swifties out there. Ask her anything about Taylor Swift and she will be more than happy to fangirl with you.

REVEL IN THE PARTNERSHIP

We don't expect our clients to be experts in influencer strategies or digital media specs. They bring goals and we bring ideas on how to reach those goals. Because there is no marketing formula that works for every brand, we engage the right services for the unique needs of each client.

**DON'T JUST TAKE
OUR WORD FOR IT**

TESTIMONIALS

OLLIS/AKERS/ARNEY

“ Rebranding our organization was important to us because we wanted to demonstrate the positive changes that were occurring by combining two long established agencies. We each had a legacy name in our community so it was important to both capture the legacy, plus the combined organization. Revel spent significant time with us and provided several options. Frankly the options were so good, it was hard to select one. We loved the new look, mark and brand. Many of our clients and people in the community have commented how good and noticeable it is. The experience was good and the outcome was great.

- **RICHARD OLLIS** | CEO

WHATABURGER

“ It's very rare to find a partner who can take your vision, create a strategy and execute beyond your expectations. Revel did that. You were the perfect combination of getting the work done and finding time to build in culture and fun. You are all such wonderful human beings, who also happen to be talented, creative, super organized, energetic, buttoned up and efficient.

- **DONNA TUTTLE** | GROUP DIRECTOR, BRAND COMMUNICATION & CULTURE

HAMMONS PRODUCTS COMPANY

“ We've been extremely happy ever since we brought Revel on board to help create and implement our overall marketing strategy. Revel's creative ideas and unique approach have brought a new, fresh perspective to our brand. After rolling out the new package designs that Revel created and having two of our best years in retail package sales, the numbers speak for themselves. It may be difficult to measure the ROI in marketing and advertising, but we can say with certainty that every dollar we have invested with Revel has paid great dividends.

- **JACOB BASECKE** | VICE PRESIDENT OF SALES & MARKETING

SPRINGFIELD REGIONAL ECONOMIC PARTNERSHIP

“ Revel took the time to conduct necessary research to fully understand the world we work in, our target audiences, and the industries impacted by the work we do. The proof of Revel's outstanding quality of work exists in the deliverable of each project we have had the pleasure of working with them on.

- **RACHAEL MHIRE** | MARKETING & EVENTS MANAGER

OUR BRAND PARTNERS



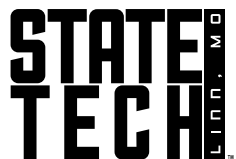
DAKE | WELLS
architecture



IRON GRAIN DISTRICT



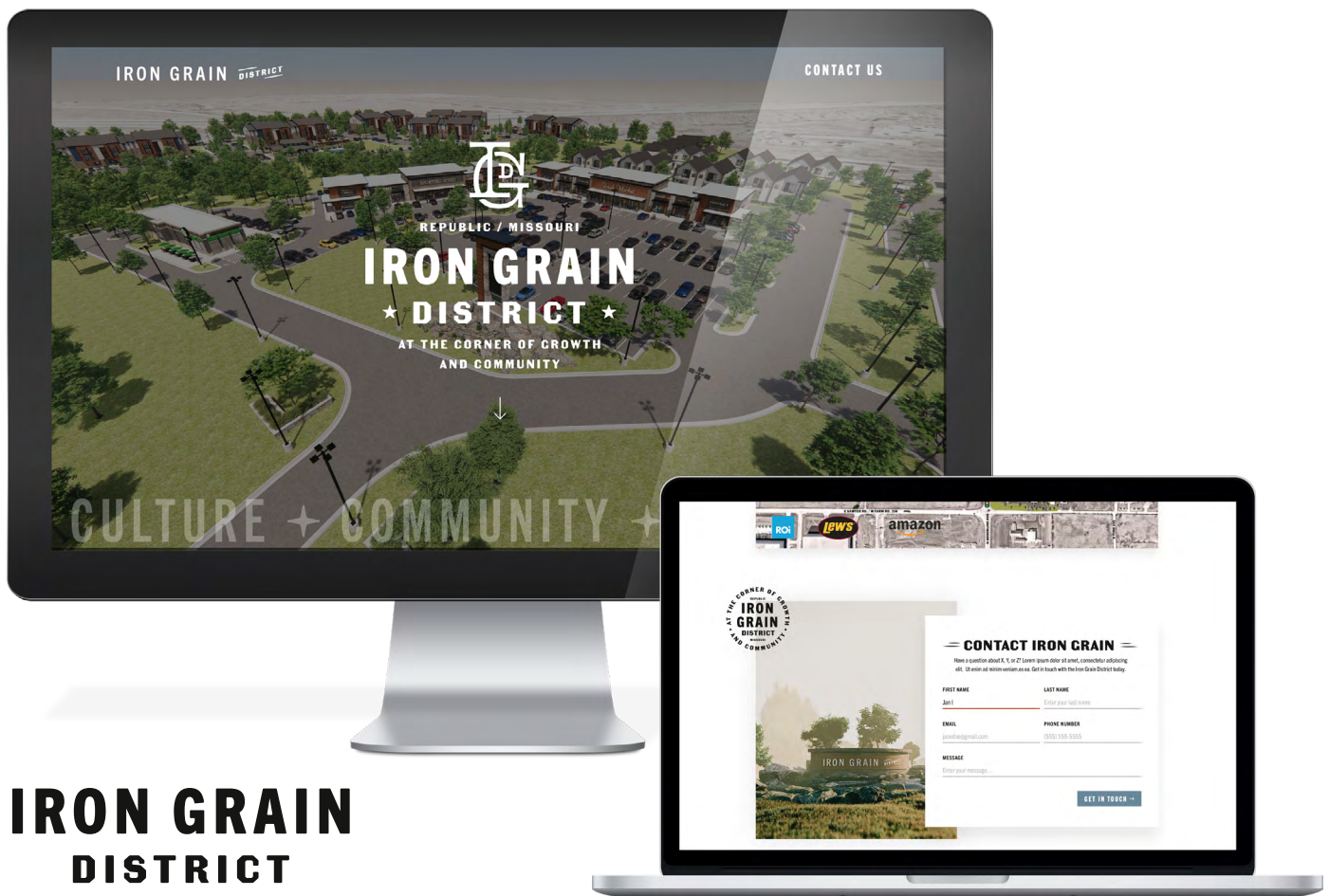
MISSOURI
PARTNERSHIP



IRON GRAIN DISTRICT

MARKETING / WEB DESIGN & DEVELOPMENT

Magers Management needed to showcase their newest development, the Iron Grain district. As their full-service agency, we provided them with a strategic marketing plan to communicate the benefits of the development to the community and gain buy-in from community leaders. We developed a website with minimal navigation to capture potential leads and highlight the development. Additionally, we provide PR support, social media management, and design services for a variety of marketing needs.



**IRON GRAIN
DISTRICT**

VISIT THE IRON GRAIN WEBSITE AT IRONGRAINDISTRICT.COM

SPRINGFIELD REGIONAL ECONOMIC PARTNERSHIP

BRANDING / WEB DESIGN & DEVELOPMENT

Springfield Regional Economic Partnership (SREP) needed a new brand and website that showcased the region and provided the necessary resource to site selection consultants across the country. After refreshing the brand and developing a cohesive messaging strategy, we redesigned the website from the ground up. We conveniently located the site selection resource in the navigation bar for quick and easy access. We also made the site more engaging (utilizing video, animation, etc.) as most of the competitive set had very basic sites and this was an excellent opportunity to differentiate the brand.

“THE PRODUCT DELIVERED TO US IS MORE THAN A BRAND, OR A WEBSITE.”

—Rachael Mhire

MARKETING & EVENTS MANAGER

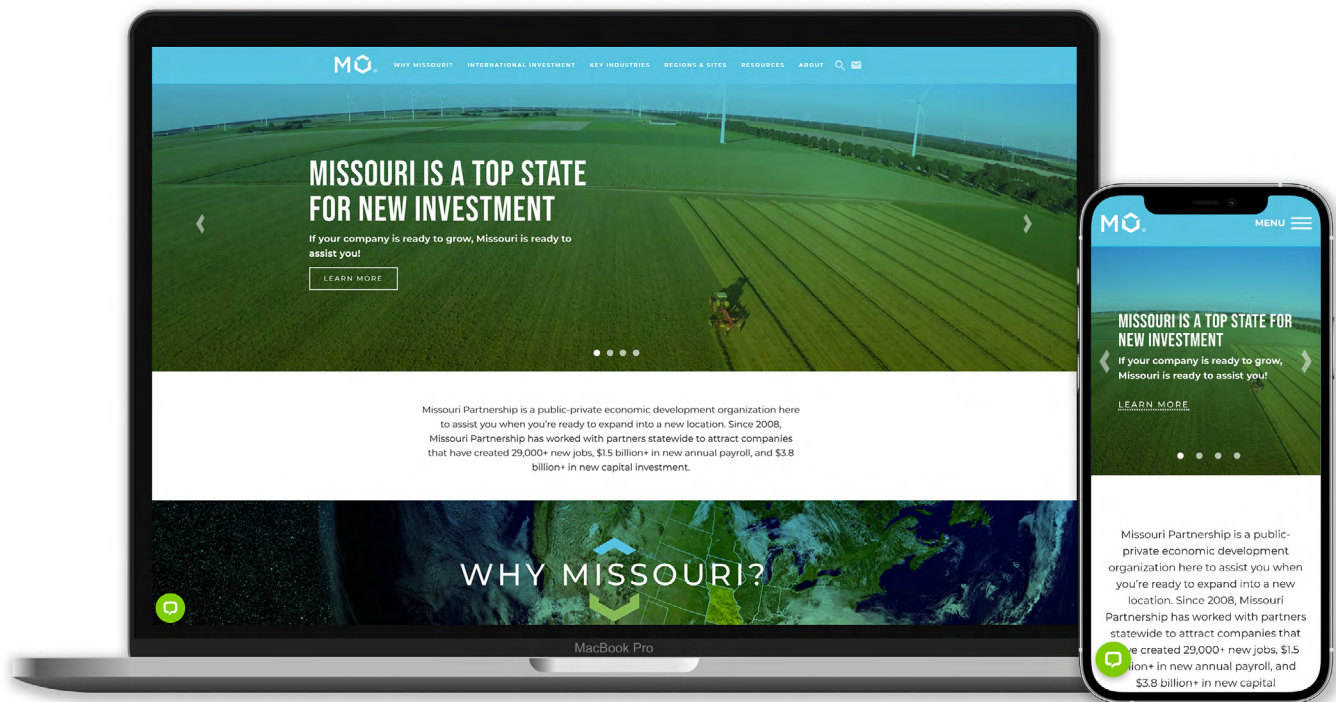


VISIT THE SREP WEBSITE AT [SPRINGFIELDREGION.COM](http://springfieldregion.com)

MISSOURI PARTNERSHIP

WEB DESIGN & DEVELOPMENT

Missouri Partnership requested a website refresh that would modernize the look of their brand and decrease difficulty of site navigation to site users. It was important that they remain on WordPress CMS due to the familiarity they had with WordPress. To update the Missouri Partnership brand, we added more video across the entirety of the site along with contemporary brand elements. To achieve a less convoluted user experience, we reworked the site's main navigation and increased visibility of "most visited" sections of the site including news blogs and certified sites.

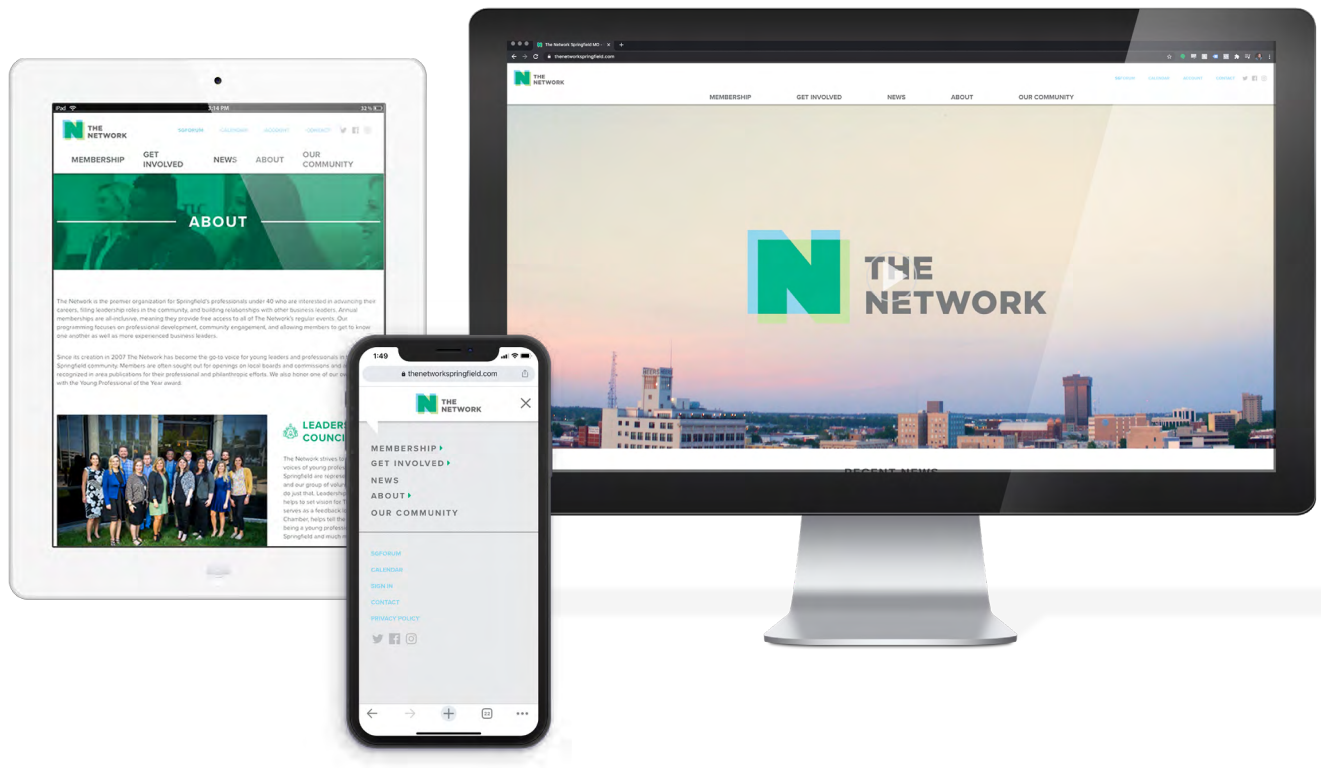


VISIT THE MISSOURI PARTNERSHIP WEBSITE
AT MISSOURIPARTNERSHIP.COM

THE NETWORK

BRANDING / WEB DESIGN & DEVELOPMENT

In an effort to grow membership and sponsorships The Network engaged with Revel to redevelop their brand from the ground up. After researching their target market we developed a cohesive messaging strategy, brand guidelines, new logo, and website, that engages and resonates with young professionals in Springfield, MO.



VISIT THE NETWORK WEBSITE
AT THENETWORKSPRINGFIELD.COM

SPRINGFIELD CVB

ASK A LOCAL AD CAMPAIGN

The Springfield, Missouri Convention & Visitors Bureau came to us wanting to highlight the unique experiences that Springfield has to offer. When traveling, the locals are the ones who know the city best and are in the know of all the best restaurants, outdoor activities, shops, and bars in town. In a friendly city like Springfield, Missouri, all you have to do is ask the locals to guide you from place to place. That is how we created the “Ask a Local” campaign with a unique and clever spin on how we told this story.



WATCH OUR CVB SPOTS AT
REVELADVERTISING.COM/CASE-STUDY/ASK-A-LOCAL/

SPRINGFIELD CVB

ASK A LOCAL AD CAMPAIGN

“

It was an easy decision to hire Revel to help us create a new campaign for inspiring people to visit the region. They took our vision and developed a campaign theme that really captured the essence of the Springfield area and was true to who we are as a community. It's a tall order to create a campaign that highlights multiple points of interest while targeting multiple demographics, but they did and they did it very well. On top of their unmatched creativity, the Revel team embodied the word partner and became a true extension of our team. With this campaign as the driving message behind our strategy, **Springfield saw record-breaking numbers in occupancy in 2021 and incredible engagement across all digital platforms.** I look forward to continuing our partnership and growing this message with future campaigns.

- MEGAN BUCHBINDER

DIRECTOR OF MARKETING

SERVICES

- Ad Campaign Development
- Art Direction/Photography
- Video Production

2021

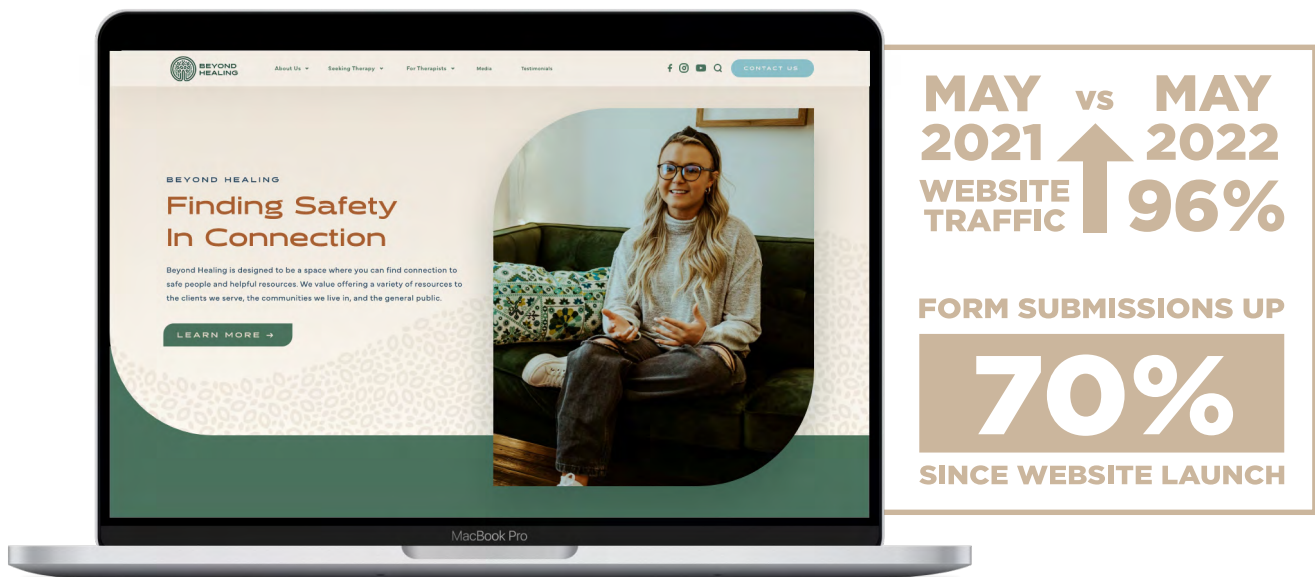
**RECORD-BREAKING
OCCUPANCY
FOR SPRINGFIELD**



BEYOND HEALING

BRANDING / WEB DESIGN & DEVELOPMENT

Beyond Healing came to us with a variety of brand assets. What they were lacking was consistency and purpose to their brand. Starting fresh, we developed their main company logo along with several additional logos for each of their different service offerings. Once we established the look and feel for the new brand, we moved into additional projects including website development, signage, photography, and print assets, each with the goal of providing the viewer a sense of what it's like to work with Beyond Healing every step of the way.



VISIT THE BEYOND HEALING WEBSITE
AT [CONNECTBEYONDHEALING.COM](https://connectbeyondhealing.com)

BEYOND HEALING

BRANDING / WEB DESIGN & DEVELOPMENT

“

After hitting several roadblocks in our business, we came to Revel feeling at a loss of where to go next with our branding and marketing. The Revel team took their time learning about Beyond Healing, from the inside out, personally and about the counseling profession as a whole. With this information and insight, Revel was able to put together a branding package that perfectly represented our vision, values, and how we hoped the community would experience our services. Every detail of our logos, signage, and website hold great meaning and intention. We are thrilled our customers get to have an aesthetically pleasing and cohesive experience from the time the first meet us online to the moment they walk through our door.

- JEN SAVAGE

DIRECTOR OF PROGRAM DEVELOPMENT



ACTION PLAN

SECTION 2

Thank you for the opportunity to be a part of this proposal and to share why we believe partnering with Revel is your best step forward. We revel in strategic grit and creative grace, two key components for a successful marketing partnership. We are a holistic agency which means we consider the whole brand throughout our process. Not just the website. Not just the marketing collateral. We are a full-thought branding partner that keeps your brand true to its values and voice, everywhere it goes.

By leveraging our experience working with organizations like the Springfield Missouri Convention and Visitors Bureau and the Springfield Regional Economic Partnership, we will bring valuable insights to our role in crafting the strategic communications for the City of Republic, Missouri. Every brand has a unique story to tell, and we are ready to help you tell the next chapter of yours. Let's revel in this journey together.

AGENCY SERVICES

AS YOUR FULL-SERVICE AGENCY, WE WILL:

- Work with you to establish your marketing objectives, set key performance indicators for success, and determine a regular cadence for reporting marketing outcomes and recommendations. This process will be led by a dedicated Account Executive (AE) who will ensure your projects are running smoothly and that you are provided updates every step of the way.
- Develop a holistic marketing strategy that utilizes a variety of tactics to meet your communication objectives. These tactics/deliverables may include:
 - City publications and mailers
 - Branding, marketing, and advertising services
 - Informational mailings, postings, and visualizations
 - Additional agency services as needed
(See a full list of service offerings on pages 28 and 29)
- Audit and evaluate your current digital communication channels, including but not limited to, website(s), email, text, and social media
- Provide public awareness of city events, news stories and general information regarding the city's attractiveness to residents and businesses
- Perform additional on-call Public Information Officer duties as needed on an hourly basis
- Consult on multiple projects and tasks as needed

FULL SERVICE OFFERINGS

MARKETING & STRATEGY SERVICES

Strategic Services

- Brand Strategy
- Growth Strategy
- Content Strategy
- Customer Experience Strategy
- Digital Strategy
- Influencer Strategy
- Direct Marketing Strategy
- Marketing Strategy

Market Research Services

- Surveys
- Focus Groups
- Qualitative & Quantitative Research

Brand Services

- Brand Audit
- Brand Workshop
- Strategic Positioning Strategy
- Messaging Strategy

Media Planning and Placement

- Traditional (TV, Print, Radio, etc.)
- Direct Mail
- Digital Media

Digital Marketing

- SEO
- Search Advertising
- Display Advertising
- Social Media Advertising
- Email Marketing
- Cohesive Digital Campaigns

Social Media Management

Public Relations

Analytics and Reporting

FULL SERVICE OFFERINGS

CREATIVE & PRODUCTION SERVICES

Brand Development

- Identity & Logo Design
- Naming
- Brand Architecture
- Brand Guidelines

Ad Campaign Development

Experience Design

- Exhibition
- Activation

Design Services

- Marketing Collateral Design
- Editorial & Annual Report Design
- Promotional Design
- Environmental Design
- Package Design
- Content Production
- Motion Graphics

Photo Services

- Art Direction
- Photography
- Post-Production

Video Services

- Direction
- Production
- Editing & Post-Production
- Animation

Web Design Services

- UX Design
- UI Design
- Responsive Web Design

Web & Development Services

- Website Audit
- Full Stack Development

REFERENCES

Please feel free to contact any of our references, all of which have used a variety of our services.

MEGAN BUCHBINDER

Marketing Director, *Springfield Convention & Visitors Bureau*

Email: mbuchbinder@springfieldmo.org

Phone: 417-881-5300 ext. 104

JANELLE HIGGINS

Vice President, *Marketing & Communications, Missouri Partnership*

Email: janelle@missouripartnership.com

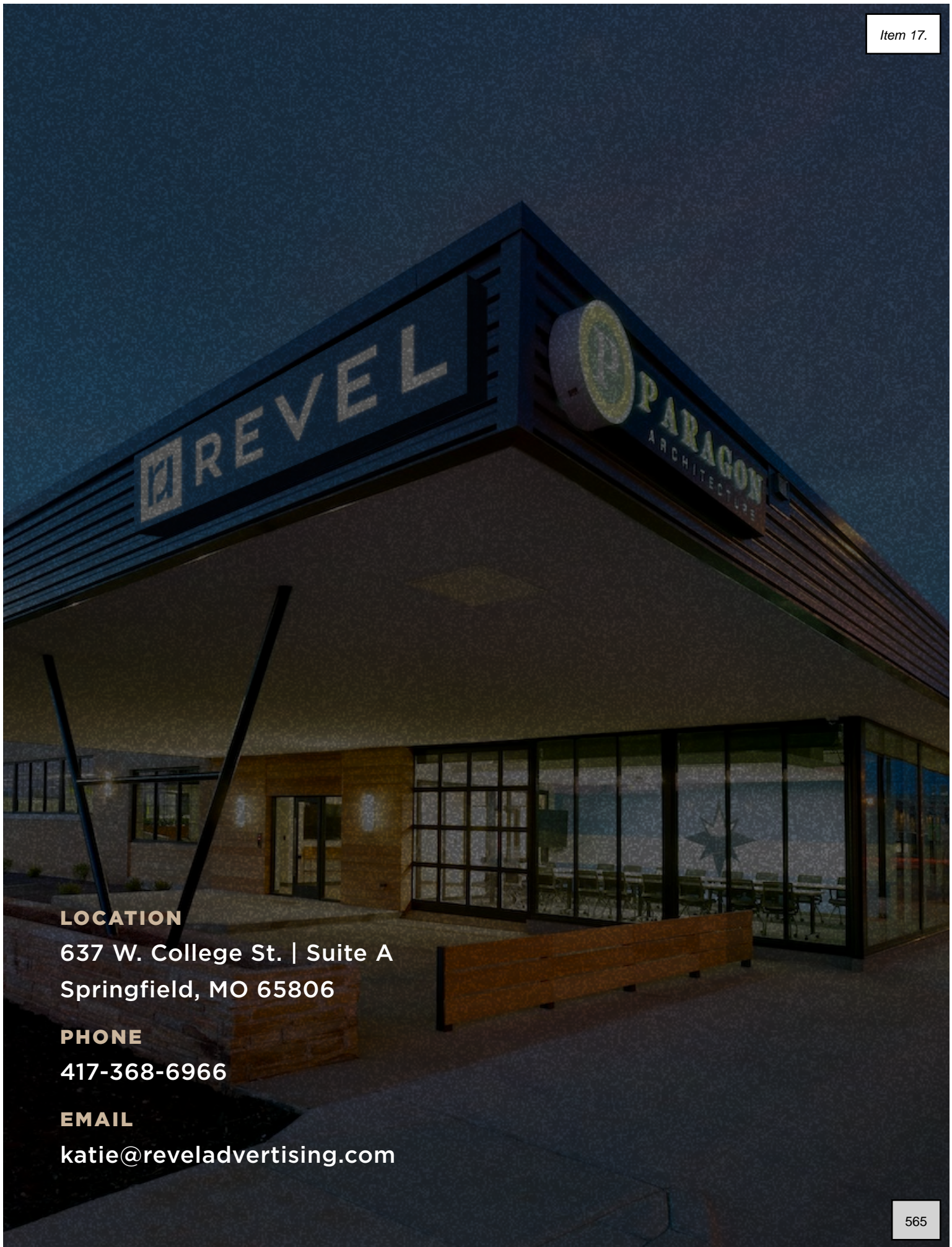
Phone: 314-541-4911

RACHAEL MHIRE

Marketing & Events Manager, *Springfield Area Chamber of Commerce*

Email: rachael@springfieldchamber.com

Phone: 417-450-6773



LOCATION

637 W. College St. | Suite A
Springfield, MO 65806

PHONE

417-368-6966

EMAIL

katie@reveladvertising.com

THANK YOU





AGENDA ITEM ANALYSIS

Project/Issue Name: 23-R-18 A Resolution of the City Council Appointing Authorized Signers for the General Operating Account and Bond Proceeds Account with Arvest Bank.

Submitted By: Andrew Nelson, Deputy City Administrator

Date: March 7, 2023

Issue Statement

To appoint signers for the City of Republic General Operating and Bond Proceeds account with Arvest Bank.

Discussion and/or Analysis

The City of Republic accounts for General Operating and Bond Proceeds Account need 3 appointed check signers. This is to ensure that routine finance operations are not disrupted when one or more check signers are not available. The check signers for these accounts will be the following:

Matt Russell	Mayor
Garry Wilson	Ward II Council Member
Bob Ford	Finance Director

Recommended Action

Staff requests approval of the recommended check signers for the City of Republic accounts with Arvest Bank.

**A RESOLUTION OF THE CITY COUNCIL APPOINTING AUTHORIZED SIGNERS FOR THE GENERAL
OPERATING ACCOUNT AND BOND PROCEEDS ACCOUNT WITH ARVEST BANK**

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 has contracted with Arvest Bank for banking services, and in connection with such banking services, has opened certain accounts with Arvest Bank which can be drawn upon by designated individuals with proper authorization to do so on behalf of the City; and

WHEREAS, it is necessary to designate the specific individuals who will have authorization to draw upon the above-referenced accounts on behalf of the City (“Authorized Signers”); and

WHEREAS, the City has previously designated the Mayor and two (2) other specified City officials as the individuals authorized to draw upon the above-referenced accounts on behalf of the City; and

WHEREAS, the Council may, at any time, remove, add or otherwise change the Authorized Signers, as it deems appropriate and/or necessary; and

WHEREAS, the Council finds it appropriate and necessary to remove the previous Authorized Signers and designate (and/or re-designate, as applicable) the three (3) individuals listed herein below as the Authorized Signers with authority to draw upon the above-referenced accounts on behalf of the City.

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

Section 1: Arvest Bank is hereby requested, authorized, and directed to honor checks, drafts, or other orders of payment of money drawn in City’s name, including those payable to the individual order of any person or persons whose name or names appear thereon as signer or signers thereof, when bearing or purporting to bear the signatures of at least two (2) of the following:

Matt Russell	Mayor
Garry Wilson	Council Member, Ward II
Bob Ford	Finance Director

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

Section 3: This Resolution shall become effective on and after the date of passage and approval as provided by law.

Section 4: This Resolution supersedes all previous resolutions pertaining to the authorized signers on/for accounts held by the City at Arvest Bank.

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



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-R-19 A Resolution of the City Council Authorizing Execution of an Agreement with The University Of Missouri Extension for Assistance with Increasing Community Engagement in Republic.

Submitted By: Andrew Nelson, Deputy City Administrator

Date: March 7, 2023

Issue Statement

The City of Republic requests to enter into a neighboring agreement with the University of Missouri Extension (Greene County) and Mr. David Burton.

Discussion and/or Analysis

The City has identified through participation of the staff and the City Council that an area of opportunity for the City to improve would be through connection and communication with our citizens. The neighboring program and Mr. Burton have both demonstrated success of connecting with the community, establishing relationships and creating engagement. Mr. Burton has hosted and organized events that have reached attendance levels the City has struggled to achieve when asking for community engagement on issues and communication endeavors. Moving forward and turning inward, this initiative and agreement will provide the City a mechanism to engage the community and communicate the progress of the City while also staying in touch with the concerns, issues and voices of the citizens.

Recommended Action

Staff recommends approval.

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE
UNIVERSITY OF MISSOURI EXTENSION FOR ASSISTANCE WITH INCREASING COMMUNITY
ENGAGEMENT IN REPUBLIC**

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 has identified the need to improve connection and communication with the citizens; and

WHEREAS, working with the University of Missouri Extension (“MU Extension”), David Burton researched, conceptualized, and founded the “Engaged Neighbor” program in 2020, and since that time, has demonstrated immense success in connecting municipalities with their communities by creating engagement opportunities to establish and foster meaningful relationships as part of the program; and

WHEREAS, City staff believes that an Agreement with MU Extension would provide a mechanism through which the City can achieve greater success in engaging the community, which would ultimately improve the relationship between the City and its citizens by facilitating communication of ongoing projects, efforts, issues and other matters within or concerning the City; and

WHEREAS, the Council finds it is in the best interest of the City to enter into an Agreement with MU Extension to work with Mr. Burton in efforts to increase citizen engagement in Republic, which aligns with the City’s initiative of moving forward while turning inward.

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 an agreement with the University of Missouri Extension through David Burton for services to improve connection and communication with the citizens as part of the Engaged Neighbor program at MU Extension, in substantially the same form as that attached hereto as “Attachment 1”.
- Section 2.** The City Administrator, or his designee(s), on behalf of the City, is authorized to take other reasonable, necessary steps to implement this Resolution.
- Section 3.** The whereas clauses are specifically incorporated herein by reference.
- Section 4.** This Resolution shall take effect after passage as provided by law.

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

UNIVERSITY OF MISSOURI

Extension

2400 S. Scenic Ave, Springfield, Mo. 65807
 Telephone: (417) 881-8909
 Email: burtond@missouri.edu
 Internet: <http://extension.missouri.edu/greene>

DATE: November 28, 2022

TO: David Cameron, administrator
 City of Republic

FROM: David Burton
 Community Development Specialist

RE: Republic Engaged Neighbor Project Ideas

Greene County Extension Council

Alex Greiwe
Chair

Christina Hammers
Vice-chair

Morgan Ash
Secretary

Lisa Bakerink
Treasurer

John Russell
County Commission

Tammy Lowrey
Farm Bureau

Vacant
MFA

Samuel Snider
City of Willard

Joseph Hoffman
City of Springfield

Jason Buffington
City of Battlefield

Vacant
City of Republic

Vacant
4-H Youth member

Members at large

Scott Smith

Stephen Snead

Allison Anbari

Chad Courtney

Ray Meyer

Eric Sutton

Aaron Jones

Sandi Haustein

Judy Stainback

Merri Sutherland

Buck Van Hooser

Elaine Montgomery

Thank you for meeting Aug. 30 about the Owen Park Neighborhood Association project. Your probing questions took the conversation further than I had imagined and I am excited to dream about creating a culture of neighborliness right here in Republic, Missouri.

I apologize for the delay in my written response. I was slowed by needing to do some additional research before responding (including enclosed survey data) and some family health issues.

I have enclosed with this cover letter relevant materials and articles that we might discuss as we refine what social revitalization through neighborhood engagement might look like in Republic. I think this packet provides a good roadmap since the goal is be comprehensive since our vision is to be the best in the nation.

Possible projects ideas and goals for the Republic Engaged Neighbor Project could include the following.

- Create neighborhoods that are clean, safe and friendly. Research says theses are the big three when people select a place to live.
- Foster connections which impacts people's community involvement, support for issues and level of trust for others.
- As Republic grows, people fear the loss of our "small town feel," which means they fear losing their community status. Getting residents to connect is vital.

These are some methods used by other communities that I think would have relevance in Republic. I've listed in priority order.

- **Getting more local residents in to relevant neighborhood leadership training** like MU Extension Neighborhood Leadership Academy, Neighboring 101 online or the Republic Access class (we want to try again in 2023 if we can get more than 10 people registered).

- **Offer Neighborhood Labs (in neighborhoods)** that focus on the gifts of a neighborhood and are provided over six hours for 8-10 neighbors. The goal is to get class members connected and social invested in their neighborhood. Need a neighborhood contact to organize. These could work well in partnership with HOAs. MU Extension could provide individual incentives to attend or monies to help fund a completed neighborhood project. An opportunity that could arise from these trainings with be neighborhood watch programs.
- **Organize a roundtable discussion with area pastors.** Part of the goal would be to help pastors understand the positive impact their members could make by loving their neighbors. Examples might include a sermon series (have an outline) participating churches do at the same time or even a provided small group study that churches use at the same time. Pastors also need to see the number of code violations in the city that involve widows or single moms or others that they are in a position to help with some organization. Getting help from church groups to address code violations with regular action would be powerful.
- **Create a neighborhood council** comprised of officers from Homeowners Associations in the city and leaders in neighborhood associations. This Council would meet quarterly to organize events, hear from guest speakers, and hear from the city about projects and neighborhood focused ideas or needs.
- **Block party trailer** (containing everything needed for a block party and delivered in a trailer) owned and delivered by the city.
- **Small neighborhood mini-grants** to provide start-up funding for neighborhood projects.
- **Coordinating special trash pickup events by neighborhoods** using neighborhood volunteers to run the collection site and/or dumpster.
- **Annually recognize the best neighborhood efforts in Republic** and support that winner with a trip to the Neighborhoods USA annual conference. This might be done in partnership with the Republic Community Foundation.
- **Learning from other existing city neighborhood programs.** On my Neighboring 101 class in January I will be hosting neighborhood specialists from three cities (Arvada, Colorado, Excelsior Springs, Mo, and City of Peoria, Arizona) to explain their neighborhood programs. The City of Springfield also has a 15 year old program, although they lost their grant funding about 6 years ago which has caused a lot of the program to be changed but some of the original plans might be useful to Republic. The program in Springfield no longer has any training or leadership development, and the city uses it mainly as a communication tool and for clean up events.
- **Creating neighborhood associations throughout the city.** Difference cities have decided the association boundaries in different ways: some based on history, some allow for self section. One national group says a neighborhood must be easy to walk from one end to another to visit a neighbor (a 30 minute walk seems appropriate). We might host an online tool to allow people to pick their “neighborhood” and present a proposal for adjustments.
- **Creation of Tiger Fridays (or another regular night of the week) during the summer.** These would be a weekly or monthly events on someone’s driveway in a neighborhood. Whoever would like to host places a Tiger sign at the end of their driveway and the neighbors know that on Friday evening (or another day of the week) that is the house to go to with your lawn chair and a drink to get to know your neighbors.

- **One recommendation to facilitate this effort could be the creation of a Neighborhood Commission.** In Kingsport, Tennessee, the Neighborhood Commission is composed of twelve citizens who advise on and promote initiatives to strengthen neighborhoods and, as needed, provide input to the Board of Mayor and Alderman on the impact of various programs to neighborhoods. The Kingsport Neighborhood Commission seeks to improve all of Kingsport's neighborhoods and the quality of life of all the neighbors who live in them.

Our five steps to a successful neighboring program in Republic could have lots of events, education and projects organized by volunteers and the city itself. We can learn from the examples of other cities and then improve upon on efforts. The end result will strengthen Republic socially, culturally and economically.

Those five key steps include:

Step 1: Cast the Vision. We cast this vision. Share the vision over and over and over. Talk about it at every opportunity.

Step 2: Lead by Example. To activate people to be good neighbors, we need to lead by example. That means city leadership and other key community opinion leaders.

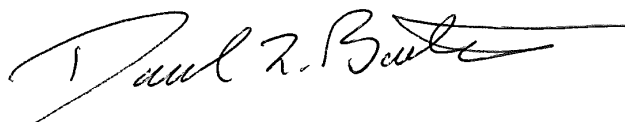
Step 3: Provide Ideas and Resources. We provide ideas and tools to for residents take action. The key is to offer ideas that can be implemented easily. Perhaps do a Front yard Friday event, donuts in the driveway, goodies in the garage, or pancakes on the porch.

Step 4: Pull Together as Needed. As residents connect with their neighbors, new opportunities might arise where a group or neighbors or church can step in and serve.

Step 5: Celebrate stories. We need to invite residents to share stories of being good neighbors so we can celebrate them. The city sharing stories and examples can be an encouragement to others.

I look forward to thinking about this project more and tying up some lose ends. I believe this could help move Republic forward in some very positive ways and it would be a thrill for me to be involved.

Sincerely,



David L. Burton
Community Development Specialist
University of Missouri Extension

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Funding of Extended Partnerships With Republic

The next three pages are in regards to David Cameron's questions about interdepartmental agreements to fund David Burton's extended involvement with a neighboring project in the City of Republic.

For interdepartmental agreements, the University has generally used Memorandums of Understanding. If the wording gets too complex, the MU legal department has to get involved and that can delay implementation by several months.

I have also included some examples regarding recent buy-outs of my time to coordinate projects. This agreement would be with the Greene County MU Extension Council and that council would bill the city. The extension council will then make an agreement with the University to offset any of my salary related funds to the University.

I do not pretend to know the city budget for a project of this nature. Therefore, I can see several possible scenarios under which we might work and develop this project.

1. 10% of my time (about \$12,000) or 25% of my time (about \$28,000) to work in support of this project with the level of time being funded.
2. My time plus a small event budget.
3. Or there might be an opportunity to co-fund a community development educator position with the University funding half of an educator position with the city funding the other half. (This would be in the neighborhood of \$18,000).

An example of a memorandum of understanding that was used in 2021 follows on the next two pages. I would recommend a similar document with the City of Republic, basically replacing the word Ridgecrest with the City of Republic.

**Memorandum of Understanding
Between
Greene County Extension Council
And
The Curators of the University of Missouri**

This Memorandum of Understanding is entered into between the Greene County Extension Council, hereinafter referred to as Council, and The Curators of the University of Missouri, on behalf of University of Missouri Extension, hereinafter referred to as Extension.

The Council has local non-University funds to be used toward salary and benefits of a local specialist's work on a specific program.

The Council agrees to reimburse the University for 10% of the total salary and benefits for David Burton's appointment for a period of 1 year. Benefits can vary but the amount is near \$12,000.

The University will support David Burton's plan of work to meet programming of the grant.

This agreement will be in affect from November 1, 2021 through October 31, 2022.

The Curators of the University of
Missouri

Greene County Extension Council

Signature

Title & Date

**Memorandum of Understanding
Between
Greene County Extension Council
And
Ridgecrest Baptist Church**

This Memorandum of Understanding is entered into between the Greene County Extension Council, hereinafter referred to as Council, and Ridgecrest Baptist Church, hereinafter referred to as Ridgecrest.

The Council has local non-University funds to be used toward salary and benefits of a local specialist's work on a specific program.

The Council agrees to reimburse the University of Missouri for 10% of the total salary and benefits for David Burton's appointment for a period of 1 year. Benefits can vary but the amount is near \$11,000.

The University will support David Burton's plan of work to meet programming needs and work of the grant.

While David Burton is working for University of Missouri Extension, the University will monthly bill this amount to the Council, and the Council will then invoice Ridgecrest.

This agreement will be in affect from November 1, 2021 through October 31, 2022.

Elders of Ridgecrest Baptist Church
Springfield, Missouri

Greene County Extension Council

Signature

Title & Date



Healthy Communities
(417) 881-8909
extension.missouri.edu

WHO IS MY NEIGHBOR?



City of Republic
417-732-3100
republicmo.com



State of Neighboring in Republic

The following pages contain our first “State of Neighboring” survey (conducted by Pollfish). While the numbers and demographics are completed I have not had time to do a full analysis or to run any cross tabulations. The goal is to create a statewide publication on the lessons learned from this study and to repeat it every year or every two years (depending on funding) to charge any progress that our effort as made to change the narrative on what is a good neighbor in Missouri. Repeating the study, similar to what MU Extension has done over the years on land prices and farm rental rates, should provide a valuable and unique document. This study is scientifically valid and has a margin of error of +/- 3%.

Among the 750+ respondents to the survey we did have 67 respond that live in Republic. I share those results here in a narrative that I think could be a useful guide for planning.

Q1. I know the names of the neighbors in _____ of the homes adjacent to my property or apartment. The majority answer was “a few” with 25.03% and 27.46% said one or none.

Q2. I know the occupation of the neighbors in _____ of the homes adjacent to my property or apartment. Among residents, 47.% said one or none.

Q3. I know an interesting fact about the neighbors in _____ of the homes adjacent to my property or apartment. They were more likely to answer in the affirmative to this question with 48% indicating some or a few. Of course we did not ask if this was a good or negative fact.

Q4. By what method do you interact with your current neighbors? Please select all that apply. A majority (65%) said “smile and wave.” Front-yard interactions ranked high with 53.8% selecting that option too. Another 54% of respondents also marked face-to-face conversations. “I do not interact with my neighbors” was marked by 8% of respondents.

Q5. In general, how important is it for neighbors to get together and socialize? “Somewhat important was marked by 41% while 33% said it was of little or no importance.

Q6. I would like to interact with my neighbors beyond a friendly wave hello. Among Republic residents, 62% answered yes.

Q7 and Q8: 76% of residents say they have done at least one favor for a neighbor in the past year and 55% have hosted some type of social get-together.

Q9. I have at least one trusted neighbor I can leave a key with in case of emergencies. While 63% answered yes, 36.7% said no.

Q10. Overall do you wish to be more or less personally connected to your immediate neighbors? While 49% said the same and 10% said less, that leaves 40% desiring more.

Q11. If my neighborhood had a block party, I would definitely attend. A full 64% of respondents said yes, and 23% marked unsure, suggesting the type of party (and length of the party) would be significant factors on their attendance.

Q12. In the past 12 months, have you worked with neighbor(s) to improve your neighborhood or community? This question was used by State Farm in their national study but it lets respondents to define “neighbor” the way they choose, meaning some could have answered yes for just general community service work. But, even with that option, only 27% marked yes, with 70% saying no.

Q13. Since moving to your neighborhood, have you participated in welcoming a new neighbor to the neighborhood? Please select all that apply. Among respondents, 62% said they had done one of the suggested welcoming things for a neighbor (a note, a gift or a welcome party).

Q14. Which of the following characteristics or behaviors, if any, would you say generally define a good neighbor? Please select all that apply. As we have seen over the last decade or two, Americans like their “good” neighbors to be quiet and leave them alone. This thinking impacts our actions and choices when it comes to neighbors, and residents of Republic see it no differently than the region or nation.

- Top response: Respects my privacy (78%) - this is higher than the region and the nation where being quiet normally earns the top spot.
- Second highest: Is quiet was marked by 73% of respondents
- Third highest: Takes care of their property selected by 66% of respondents.
- Fourth highest: Watches out for their neighbors property selected by 63%

FINAL COMMENTS

Additional analysis is needed but the responses do show an interest in being social connected as well as a need for that social connectedness. It all begins with getting to know names!

There is a high degree of willingness to gather socially in a block party that is something that the city, groups or individuals should take advantage of to spark neighbor connections.

Residents are better than the regional average for welcoming new residents (a good sign) and a very high percentage would prefer to know their neighbor better (beyond just saying hello).

These responses would seem to demonstrate the existence of a core group of residents that should be susceptible to the message of becoming a better neighbor. The biggest challenge may be to make the principles of being an engaged neighbor more sticky or memorable.

State of Neighboring in Greene County, Missouri

Regional Respond Totals

Questions and Answers	State Farm 2016 Survey	2022 Regional Pollfish Survey	2022 Statewide Survey of Engaged Neighbor Participants	Difference in regional survey and engaged neighbors
Q1 For this study, we define the word “neighbor” as those individuals living behind the eight closest front doors to you, these eight neighbors are typically the ones that adjoin your property or place of residence. Please complete: I know the names of the neighbors in _____ of the homes adjacent to my property or apartment. (SingleSelection)	N/A	746 respondents randomly selected with a +/-3% margin of error	278 respondents who attended an MU Extension neighboring class.	
- All	11%	13.81%	33.05%	19.24%
- Most	22%	19.84%	27.97%	8.13%
- Some	18%	21.98%	12.71%	-9.27%
- A few	33%	18.77%	16.10%	-2.67%
- One	7%	10.72%	5.93%	-4.79%
- None	9%	14.88%	4.24%	-10.64%
Q2 I know the occupation of the neighbors in _____ of the homes adjacent to my property or apartment. (SingleSelection)	N/A			
- All		8.08%	21.19%	13.11%
- Most		15.35%	27.97%	12.62%
- Some		19.06%	18.64%	-0.42%
- A few		19.71%	17.80%	-1.91%
- One		14.05%	8.47%	-5.58%
- None		23.75%	5.93%	-17.82%
Q3 I know an interesting fact about the neighbors in _____ of the homes adjacent to my property or apartment. (SingleSelection)	N/A			
- All		7.77%	16.10%	8.33%
- Most		15.55%	22.88%	7.33%
- Some		18.77%	18.64%	-0.13%
- A few		19.84%	22.03%	2.19%
- One		13.81%	9.32%	-4.49%
- None		24.26%	11.02%	-13.24%

Questions and Answers	State Farm 2016 Survey	2022 Regional Pollfish Survey	2022 Statewide Survey of Engaged Neighbor Participants	Difference in regional survey and engaged neighbors
Q4 By what method do you interact with your current neighbors? Please select all that apply. (MultipleSelection)				
- Just waving or saying hello	75%	60.99%	79.05%	18.06%
- Face-to-face conversations	67%	55.63%	83.66%	28.03%
- Telephone calls	26%	14.48%	27.97%	13.49%
- Social media	13%	19.17%	35.59%	16.42%
- Text messages	13%	22.12%	49.15%	27.03%
- Written notes	4%	3.22%	6.78%	3.56%
- Some other way	3%	4.29%	4.24%	-0.05%
Front yard interaction		49.46%	66.10%	16.64%
- I don't interact with my neighbors	8%	8.58%	5.08%	-3.50%
Q5 In general, how important is it for neighbors to get together and socialize? (SingleSelection)				
- Extremely important	6%	8.71%	11.86%	3.15%
- Very important	18%	16.89%	34.75%	17.86%
- Somewhat important	34%	36.19%	33.90%	-2.29%
- A little important	25%	20.91%	12.71%	-8.20%
- Not important	17%	17.29%	6.78%	-10.51%
Q6 I would like to interact with my neighbors beyond a friendly wave hello. (SingleSelection)				
Agree	63%	57.10%	78.81%	21.71%
Disagree	37%	19.44%	7.63%	-11.81%
Unsure		23.46%	13.56%	-9.90%
Q7 I have done at least one favor for an immediate neighbor in the past year. (SingleSelection)				
Agree	44%	72.52%	87.18%	14.66%
Disagree	34%	20.78%	9.40%	-11.38%
Unsure		6.70%	3.42%	-3.28%
Q8 In the last 12 months I have hosted at least one neighbor in my home socially. (SingleSelection)				
- Agree	67%	36.60%	33.90%	-2.70%
- Disagree	33%	59.52%	65.25%	5.73%
Unsure		3.89%	0.85%	-3.04%

Questions and Answers	State Farm 2016 Survey	2022 Regional Pollfish Survey	2022 Statewide Survey of Engaged Neighbor Participants	Difference in regional survey and engaged neighbors
Q9 I have at least one trusted neighbor I leave a key with in case of emergencies.				
- Agree	56%	56.70%	74.58%	17.88%
- Disagree	44%	33.51%	16.10%	-17.41%
Unsure		9.79%	9.32%	-0.47%
Q10 Overall, do you wish to be more or less personally connected to my neighbors. (SingleSelection)				
More	32%	35.25%	55.93%	20.68%
Same	62%	53.08%	41.53%	-11.55%
Less	6%	11.66%	2.54%	-9.12%
Q11 If my neighborhood had a block party, I would definitely attend. (SingleSelection)				
- Agree	76%	56.57%	81.36%	24.79%
- Disagree	20%	15.55%	5.93%	-9.62%
Unsure	4%	27.88%	12.71%	-15.17%
Q12 In the past 12 months, have you worked with neighbors to improve your neighborhood or community?				
Yes	12%	30.97%	45.76%	14.79%
No	88%	61.66%	50.85%	-10.81%
Unsure	0%	8.04%	3.39%	-4.65%
Q13 Since moving to your neighborhood, have you participated in welcoming a new neighbor to the neighborhood? Please select all that apply. (MultipleSelection)				
Yes, I have welcomed verbally or in writing a new neighbor to my neighborhood	31%	33.51%	52.99%	19.48%
Yes, I have invited a new neighbor into my home or to a gathering	14%	13.14%	18.80%	5.66%
Yes, I have given a gift to welcome a new neighbor to my neighborhood	12%	12.20%	27.35%	15.15%
No, I have not welcomed a new neighbor into my neighborhood	54%	52.28%	35.04%	-17.24%

Questions and Answers	State Farm 2016 Survey	2022 Regional Pollfish Survey	2022 Statewide Survey of Engaged Neighbor Participants	Difference in regional survey and engaged neighbors
Q14 Which of the following characteristics or behaviors, if any, would you say generally define a good neighbor? Please select all that apply. (MultipleSelection)	N/A			
- Respects my privacy		70.38%	71.12%	0.74%
- Is quiet – does not make excessive noise		62.23%	62.95%	0.72%
- Practices good parking etiquette		47.45%	79.66%	32.21%
- Takes care of their property		54.42%	87.29%	32.87%
- Practices good parking etiquette		36.46%	50.00%	13.54%
- Watches out for neighbors' property		55.06%	87.29%	32.23%
Watches out for fellow neighbors' personal safety		55.09%	82.20%	27.11%
Helps out a neighbor with an unexpected need		40.48%	82.20%	41.72%
- Helps fellow neighbors with small favors		41.55%	66.95%	25.40%
- Checks in on elderly neighbors		43.70%	75.42%	31.72%
- Socializes with fellow neighbors		34.99%	59.32%	24.33%
- Leaves interactions to a quick hello or wave of the hand		26.54%	22.03%	-4.51%
- Provides babysitting		6.43%	5.08%	-1.35%
- Helps out a neighbor with a financial need		11.39%	8.47%	-2.92%
- Greets me by name		36.06%	61.02%	24.96%
- Hosts social events or get-togethers		9.79%	22.03%	12.24%
- Is involved with the neighborhood association or HOA (and if one does not exist is involved in the community).		10.32%	28.81%	18.49%
- Cares about me and my family		35.66%	55.93%	20.27%
- Welcomes new residents to the neighborhood		29.36%	50.85%	21.49%
- Is positive and encouraging in conversation		41.69%	79.03%	37.34%
- Willing to loan a tool or food ingredient (like sugar) when asked.		40.62%	63.56%	22.94%
- Other		1.21%	5.08%	3.87%
Q15 Additional comments that you would like to share about neighboring. (OpenEnded)				

Demographics of the study as report by Pollfish

Gender	Male	36.93%
	Female	63.07
Age	>54	16.27%
	25-34	19.73%
	18-24	19.33%
	35-44	24.80%
	45-54	19.87%
Ethnicity	Arab	0.40%
	Asian	1.87%
	Black	3.87%
	Hispanic	3.87%
	Latino	0.67%
	Prefer not to say	1.07%
	Multiracial	0.93%
	Other	2.53%
	White	84.80%
Education	High school	47.38%
	Voc/Tech College	17.11%
	University	26.47%
	Post-Grad	8.69%
Martial status	Single	30.75%
	Married	38.90%
	Divorced	8.82%
	Living with partner	12.97%
	Widowd	2.01%
	Separated	3.74%
Number of children	None	45.19%
	1	20.86%
	2	16.31%
	3	9.49%
	4	4.28%
	5	1.87%
	6	94.00%
	Prefer not to say	1.07%
Income level	Lower 1	28.07%
	Lower 2	30.21%
	Middle 1	13.77%
	Middle 2	9.63%
	High 1	6.42%
	High 2	2.54%
	High 3	3.21%
	Prefer not to say	6.15%

Actions Make Neighbors Engaged, Not Just Good

By David L. Burton

Being an “engaged neighbor” instead of just a “good neighbor” requires action.

An engaged neighbor understands the importance of helping when needed, sharing a cup of sugar when asked, and happily lending a solid back or a listening ear.

An engaged neighbor is willing to share their backyard firepit with the nearby residents.

An engaged neighbor is willing to share a conversation, laugh or a tear over a freshly brewed cup of coffee (or tea).

An engaged neighbor finds joy investing in those around them and takes the time to learn and use the names of those that live near them.

An engaged neighbor is a giver and performs kind deeds without being prompted.

Engaged neighbors understand they do not have to become your best friend. But engaged neighbors also know a smile, and using names goes a long way toward building a relationship.

An engaged neighbor knows how to be a quiet neighbor. They don’t mow their lawn at 7 a.m., don’t honk their horn every time they pull into the driveway, and they keep their music down past 9 p.m.

An engaged neighbor finds excuses to do more front-yard living. They also make themselves available for conversations and connections with neighbors. Just being visible in your front yard can lead to conversations or opportunities to serve.

My wife and I call this the "ministry of being available."

Neighboring is an opportunity to be thankful for those living nearest us, a chance to be a blessing or generous, and an opportunity also to receive. You will likely be surprised by the unique gifts of the people that live near you if you take the time to get to know them!

An engaged neighbor knows that the opposite of loving their neighbor is not hate, it is apathy. If you really want to love your neighbors, start by learning and using their names! Then find ways to do life together.

An engaged neighbor invests in the neighborhood, attends homeowners meetings (if there are any) and is serious about watching and protecting their neighbor's property.

An engaged neighbor is committed to finding neighborhood solutions, not problems. Anyone can complain but few consider how kindness and forgiveness and mutual respect can solve most neighborhood and community issues.

An engaged neighbor pushes against America's cultural trend of selfishness and isolation. Instead of always picking self-interests (and thinking of their home as a fortress of solitude or refuge) an engaged neighbor recognizes that selfishness destroys relationships, health and community.

An engaged neighbor reaches out to those in the neighborhood that are overlooked, marginalized, disabled, widowed, lonely or forgotten.

An engaged neighbor follows the relational example set for us nearly 2,000 years ago: listen well, ask lots of questions, embrace interruptions, be of service and sharing hope.

Being an engaged neighbor can bring out the best in all of us. The good in humankind bubbles up when neighbors form mutual relationships of help and support, kindness and understanding.

This year more than others, we need to be reminded that engaged neighbors help to create good neighborhoods and vibrant communities that are safe, clean and friendly.

REPUBLIC SPECIFIC METHODS

At the heart of this proposal packet is the idea that we want residents of Republic to engage with each other and with civic life. Doing so builds connections and improves our social fabric. This is especially important as the community grows.

Working together we can create a community where being connected as a neighbor is one of our core values. It begins by setting the example ourselves. But then we also have to use the language of an engaged neighbor and tell stories that showcase engaged neighbors.

Storytelling is an important part of changing the narrative and getting people to think about what being a good neighbor means to them.

Equally important to make “neighboring” popular is education on what it means, how to connect with people, and how to use the gifts and assets of your neighborhood.

The answer may be neighborhood labs in garages and neighborhood gathering spots across the city, reaching 8-10 people at a time. A framework in which to approach the issue is important and well as regular discussion. And larger events might also create momentum.

I do think it is worth discussing how we recognize engaged neighbors in Republic and how we support their efforts. Is this an annual awards banquet or is it working within the current structure of the Republic Community Foundation?

Could it mean getting local businesses involved in supporting neighbor-theme weeks or coming up with our own neighborhood focused event?

Having pastors at churches in Republic work together to launch a neighbor themed month would move the needle quickly. But we also need a mechanism in place that makes it easy for members to put in to practice what they have heard about the importance of loving their immediate neighbors. This might include church members doing work that is needed to eliminate code violations in town or more neighborhood focused events.

Or, could this be accomplished with neighbor themed education and events in our schools, encouraging students of all ages to become engaged in their neighborhood and community?

What I do know is that this approach is going to require coordination beyond that of a single person or a volunteer.

The logo features a stylized orange outline of the state of Missouri. Inside the outline, the word "Missouri" is written in a large, orange, cursive script. Below this, the words "GOOD NEIGHBOR" are written in a large, bold, black, sans-serif font. Underneath that, the word "WEEK" is written in the same black font, followed by the year "2022" in a large, orange, sans-serif font.

Missouri GOOD NEIGHBOR WEEK 2022

SEPTEMBER 28 - OCTOBER 4

In honor of Missouri Good Neighbor Week:

- Help us reach our goal of 10,000 Acts of Neighboring in Missouri by sharing what you did for your neighbors this week!
- Nominate an Engaged Neighbor that you know

(All nominees will receive a small prize, and grand prizes will be awarded to winners.)

Learn more today!

missourigoodneighborweek.com

#MOGOODNEIGHBORS



THE HOPEFUL
NEIGHBORHOOD
PROJECT®



Extension
University of Missouri



10 County Residents Recognized for Their Neighboring Efforts

Missourians celebrated the first Missouri Good Neighbor Week (Sept 28 – Oct. 4) by doing neighboring acts and nominating others as the most engaged neighbors.

The Greene County MU Extension Council also selected county winners.

These neighboring stories do not normally make the news, but these behaviors impact our health, community, and democracy. The 2022 award winners in Greene County are as follows.

ACTS OF NEIGHBORING

Lyndal Scranton and Jerry Pendergrass of Springfield provide lawn care for eight low-income neighbors free of charge.

Twenty-four residents of the new Owen Park Neighborhood Association in Republic donated \$340, 80 pairs of socks, to People Helping People, enough to create boxes for 30 families.

Westside Neighborhood Betterment Association of Springfield held a neighborhood event on Oct. 1 in the park featuring pizza and games.

Gordon-Chumbley organized an outdoor potluck/campfire for residents of her block in Springfield on Oct. 1 for 23 neighbors.

Nicole and Jason Parke hosted a pancake party in their driveway for 32 neighbors.

MOST ENGAGED NEIGHBORS

Judy Davis (Springfield, Mo.) – Judy is 84 years old and the glue that holds the neighborhood together. "Judy worked for weeks this summer organizing a sit-down dinner for all 13 families on our street. She is so loved by all," wrote her nominator.

Liz Scoggins (Springfield, Mo.) -- Liz lives in the Weller Neighborhood, volunteers at Weller Elementary, and is connected to her neighbors. "Liz doesn't let her lack of financial resources keep her from blessing others. When others find excuses, she finds a way," wrote her nominator.

Sandi Huston (Springfield, Mo.) – Sandi is a member of the Westside Neighborhood Betterment Association, the creator of a memorial garden and the maintainer of a neighborhood little library. "Sandi is the neighbor everyone would like to have," wrote her nominator.

Steven Stovall (Bois D'Arc, Mo.) – Helps his neighbor (a cancer patient) with chores and errands so she can continue living on her farm. "He has gone far beyond being a good neighbor. He and his wife have made it possible for me to be home and happy," wrote her nominator.

Cindy and Ray Sullens (Battlefield, Mo.) – They have come to the aid of a neighbor facing serious health concerns by doing chores of kindness. "They have been a lifesaver for my husband and me during the most difficult and the lowest point in our lives," wrote her

nominator.

STATEWIDE AWARDS

There were also 17 statewide awards presented. Two of those went to Greene County residents.

- Sharon Taylor Gullett of Springfield was recognized with the Best of Missouri Award for organizing a lantern walk in the Rountree neighborhood. Over 500 luminaries lined the neighborhood's sidewalk for one mile on Oct. 1.
- Pamela S. Buhr of Springfield was recognized as one of Missouri's Most Engaged Neighbors for her efforts in the Brentwood Neighborhood Association and for hosting a connection cookout for her own immediate neighbors.

REPUBLIC MAKES SMALL SHOWING

MAY WANT TO TIE NEIGHBOR WEEK TO PUMPKIN DAZE LOCALLY

Despite advertisement on local social media pages, in the Greene County Commonwealth, and a 1500 house mailing, Republic residents had a small showing in this year's Missouri Good Neighbor Week. Granted there was a busy week of activity in the park and a much hyped high school football game going on, but those are not the only factors working against us.

After the event I have heard of some things people did with or for their neighbors and just did not report it, but still, for a community that has been doing this longer than many the low numbers were a disappointment.

One factor could be the lack of local partners in support of Missouri Good Neighbor Week. My hope is that in 2023, more churches will embrace the idea and organize efforts.

But also, this is the same week as Pumpkin Daze and it is difficult to promote both within the same week. **One of the organizers of Pumpkin Daze has asked me to consider ways to incorporate neighboring into that event.** Doing so presents additional challenges of space and costs. But there might be something that is uniquely Republic that would fit.

For example, in Battle Creek, Michigan, home of Kellogg's and Post Cereal Companies, the city annually lines Main Street with tables and an array of disposable bowls and utensils for what is called the "National Cereal Festival." Basically the entire town (and visitors) show up to eat breakfast cereal together! Would something like that work as part of Pumpkin Daze? Perhaps a Pumpkin Pie contest and afternoon pie eating festival?

This is a partnership worth exploring. Promotional help on Missouri Good Neighbor Week from the city would be great too, but I realize that is difficult when Pumpkin Daze needs the same type of marketing support.

Neighboring 101 Could Use More Participation from Republic

You can register for Neighboring 101 free at <http://extension.missouri.edu> until Dec. 16. After that time, there will be a one-time enrollment fee of \$25 for this on-going program.

Upcoming sessions and guests include the following.

POWER OF FORGIVENESS

December 15, 2022 — Patricia Plumb is a guest lecturer for the International Forgiveness Institute. The IFI and its founder have 30 years of research supporting the power of forgiveness to heal families, relationships and even entire communities. We will look at what role forgiveness can play in creating or restoring strong neighbor relationships.

In 2023, there will be a one-time fee of \$25 to enroll in Neighboring 101.

CITY EFFORTS AT NEIGHBORING

January 19, 2023 - Representatives of the City of Arvada, CO, Peoria, AZ and Excelsior Springs, MO will be our special guests as they share about their citywide neighboring initiatives. These programs empower residents to become active partners in making their respective cities a vibrant and resilient community. These cities support the effort by providing resources and training opportunities to residents who would like to bring neighbors together.

START OF THREE MONTHS OF GUEST AUTHORS

February 16, 2023 - **Peter Lovenheim** is an author and journalist whose articles and essays have appeared in the New York Times, New York magazine, The Los Angeles Times, Parade, Politico, The Washington Post, and other publications. His most recent book, *The Attachment Effect*, is attracting a worldwide readership. He is Washington Correspondent for the Rochester Beacon, an online source of news and commentary for his hometown of Rochester, NY. He is our guest this month because of a book he wrote about 10 years ago titled: "In the Neighborhood: The Search for Community on an American Street, One Sleepover at a Time."

WON'T YOU BE MY NEIGHBOR DAY

March 16, 2023 - **Annual Mister Rogers Lecture.** This year we welcome: Maxwell King! Maxwell King is the former editor of the Philadelphia Inquirer and president of the Heinz Endowments. He is the author of the New York Times-bestselling Mister Rogers biography "The Good Neighbor: The Life and Work of Fred Rogers." King also served as chairman of the board of the national Council on Foundations and as president of The Pittsburgh Foundation.

PLACEMAKING EXPERT

April 20, 2023 - **Melody Warnick**, author of "This Is Where You Belong: The Art and Science of Loving the Place You Live."

NEIGHBORHOOD LABS ONLINE

Using a new curriculum designed to help individuals discover the gifts in their neighborhood. To engage those gifts is the topic of this online class/study that will take place in three parts as part of the Zoom program in June, July and August.

Class offered
via zoom to over
600 students.



Only registered
members can
access recordings
of all past classes.

Neighboring 101

Dec. 15 – The role of forgiveness in neighborhood relationships.

Jan. 19 – Panel discussion on creating city-neighboring initiatives

Feb. 16 – Peter Lovenheim, author of “In the Neighborhood.”

March 16 – Maxwell King, author of “The Good Neighbor”

April 20 – Melody Warnick, author of “This is Where You Belong.”

May 18 – Discovering your gifts and the gifts in your neighborhood

June-July-August: ABCD approach to impacting your neighborhood

Must register online at extension.missouri.edu



Extension
University of Missouri

an equal opportunity/ADA institution

**For more information,
David Burton at 417-881-8909 or
email at burtond@missouri.edu**

“Small Town Feel” is About Connectedness, Applies to Your Community

For the Springfield Daily Citizen — November 2022 — by David L. Burton

The image of “small-town” America has been romanticized over the years. But still, for many who grow up in a small town, the feeling it provides is worth protecting.

I know a few things about growing up in a small town. For 26 years, I called Ash Grove, Missouri, home. Growing up in Ash Grove from the mid-1960s through the 1980s was like living in Mayberry, the fictional town of Andy Griffith, on television. (More on this later).

Some residents living in cities around the perimeter of Springfield have been sharing on social media about their desire to retain the “small town feel” of their town.

Critics will complain that changes are causing the community to lose its “small-town feel.” Sometimes that phrase is used because the town population has grown. Sometimes it is because of increased crime, new faces in the stores, or even tax proposals.

Relators often talk about the small-town feel of a town where they are selling homes. Many communities brag about having a small-town feel. One study had 80 percent of respondents saying the number one goal of their city should be to “preserve the small-town feel.”

DEFINE SMALL-TOWN FEEL

The phrase “small town feel” evokes a quiet, laid-back lifestyle in a close-knit community where people know each other, can rely on each other, and where people are connected.

Engagement and connection are at the root of creating a “small-town feel.”

You, dear reader, are key to the “small-town feel” of your community. If you think the “small town feel” has disappeared, could it be that you have disengaged from your community?

Some people don't want to deal with their neighbors, volunteer in a park, or make eye contact with others. But a community is built by those who are willing to engage. A small-town feel is created when you take the time to get to know people and find ways to connect.

That is something a city government cannot do for you.

Vickie Pratt, senior vice president of economic development at the Springfield Chamber of Commerce, says the small-town feel is about connectedness, and those who fear its loss are communicating something else.

“When people say they don’t want to lose the small-town feel, they are really saying they are afraid they will feel left out, or not be part of the decision-making,” said Pratt. “They won’t say it that way, but what they are expressing is that they are afraid of being left out, afraid there won’t be a place to be engaged, and afraid they won’t matter.”

If you think your town has lost its “small town feel,” could that loss of connection be a result of

you becoming less engaged?

Start by learning and using the names of your immediate neighbors.

Then find a way to volunteer in the community. Not online but in person with a community festival committee or organization.

Next, attend community events, shop locally, hang out locally, and connect with others in a local club, organization, or a local church.

These steps create community connections that help you feel more connected and engaged. Before you know it, the town will have a "small town feel" again.

LACK OF NEIGHBOR CONNECTIONS MATTERS

Being neighborly is something of a lost art in America. In the 1970s, according to the Pew Research Center, more than 60 percent of people socialized with their neighbors at least monthly. Today, that number has shrunk to 25 percent or less.

According to research released last year, a third of Americans don't interact with their neighbors. Another study says half of us cannot name one of the people who share our buildings and blocks.

There are many reasons for this shift, from development patterns that make it harder to connect with people nearby to technologies that make it easier to connect with people far away.

The combined effect, says Marc Dunkelman of Brown University, is significant. A few years ago, Dunkelman wrote, "The Vanishing Neighbor: The Transformation of American Community."

He says the combined effect of technology and fewer connections with neighbors has profoundly affected politics, economics, and innovation.

"The lack of neighborly connections matters greatly," said Dunkelman.

Likening human relationships to the rings of Saturn, Dunkelman says we are increasingly spending our time and energy on the inner ring, which is family and close friends, and on the outer ring, which is full of people we don't know but share an interest with, typically online.

It's that middle ring — the one powered by "relationships that are familiar, but not intimate" — that we increasingly overlook. Dunkelman says the loss of the middle ring is a root cause of, among other things, political dysfunction in America.

"Issues that used to be hashed out over backyard fences are now hashed out in the halls of Congress. The less we talk with people with different viewpoints, the more battle-hardened we all become," said Dunkelman.

This disappearance of middle-ring relationships also has implications for community and place. "You're much less likely to go to a PTA meeting, bowl in a league, or have a block party when you don't know your neighbors," Dunkelman said.

SONG FOR YOUR HOMETOWN

The idea of getting to know your neighbors and embracing your town reminds me of the Andy Griffith Show (1960-1968), which aired an episode titled “A Singer in Town,” which first aired on April 11, 1966.

In this episode, Mayberry residents are excited when television and singing star Kevve Hazelton comes to town. He is there for a quiet rest and fishing.

Aunt Bee and her friend Clara decide to try to get Kevve to record a song they wrote for a town celebration. Kevve is not initially interested, but his manager thinks it has potential, so he agrees. Ultimately, he invites the women to the studio to watch the show.

However, in rehearsal, Aunt Bee and Clara see Kevve has turned their ballad about Mayberry into a rock and roll song with electric guitars and go-go dancers.

With only a half hour to air time, they tell him he has to change the arrangement. Everything ends well when Kevve slows the song down and sings a soft melody for the cameras.

“My hometown is the greatest place I know, where the neighbors I find are gentle and kind and the living easy and slow. My hometown is the only place to be, here the worries are small and the kids grow tall, and strong, and healthy and free. It’s my hometown, my hometown, Mayberry, Mayberry.”

Some have used episodes in the Andy Griffith Show as part of a Bible study. I have used two different episodes to teach about community newspapers. In the case of this hometown episode, the show can teach us about neighbors and community development.

Healthy communities need volunteers like Aunt Bee and Clara who are willing to take the initiative and make something beautiful.

Healthy communities address problems head-on, find solutions, and nurture their children. Those types of actions make for a quality of life.

Healthy communities embrace new ideas and focus on what a town can become tomorrow not only what the town has been.

GO BUILD CONNECTIONS

That brings us back to engaging with neighbors to help create a “small-town feel” right where you live – in a neighborhood, an association, or a community.

You can create a livable community that feels small with neighborhood connections. It also helps to invest in your community by attending various meetings and gatherings or hanging out at third places. (More about that last item next month).

You might even take it a step further and host a driveway cookout, organize a neighborhood parade, do front porch concerts, or organize a lemonade crawl through the neighborhood.

The end result will be connectedness for you and an improved community for everyone else.

Becoming An Engaged Neighbor

Small Steps Can Make a Big

Difference in Greene County, Mo



Extension
University of Missouri

Learn more online



SCAN ME

Service

Organize a fun service project for the community!



Clubs + Cookouts

Commit to scheduled plans with them. How about a game night, book club, or community cookout?



Get to know each other

What are their hobbies? Ask them! One of the best ways to learn about your neighbors is by getting to know them in a fun environment. Who doesn't love festivities?



Share contact information

Everyone enjoys a helping hand. Lend some contact information they may need, such as a restaurant, upcoming event, or even your phone number!

Say hello!

It's the small steps that count. Introduce yourself to people you have not met before!



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