



## AGENDA

### City Council Meeting Municipal Court Building, 540 Civic Blvd October 17, 2023 at 6:00 PM

**Matt Russell, Mayor**  
Eric Gerke, Ward I  
Garry Wilson, Ward II  
Christopher Updike, Ward III  
Justin Neal, Ward IV  
  
Eric Franklin, Ward I  
Brian Fields, Ward III  
Clint Gerlek, Ward IV

#### Call Meeting to Order

#### Opening Prayer

#### Pledge of Allegiance

#### Citizen Participation

#### Consent Agenda

- [1.](#) Approve October 3, 2023 City Council Minutes.
- [2.](#) Approve the Vendor List.
- [3.](#) 23-R-58 A Resolution of the City Council Authorizing Payment to Missouri Rural Services Workers' Compensation Insurance Trust for the Additional Premium Coverage for 2022-2023.

#### Board, Commission, and Committee Schedule

Board of Adjustment Meeting	November 2, 2023-Cancelled
City Council Budget Workshop	November 2, 2023
City Council Meeting	November 7, 2023
Planning & Zoning Meeting	November 13, 2023
City Council Meeting	November 14, 2023
City Council Workshop	November 16, 2023 at 12:00 p.m.

#### Old Business and Tabled Items

- [4.](#) 23-45 An Ordinance of the City Council Approving the Annexation of Approximately 0.29 Acres of Property Located at 1167 North Oakwood Avenue and Adjacent Right-of-Way.
- [5.](#) 23-46 An Ordinance of the City Council Amending Title V, Chapter 515, Sections 515.010 ("Applicability; Preemption"), 515.020 ("Definitions"), 515.050 ("Permits Required; Requirements"), 515.090 ("Row User Responsibilities And Requirements"), and 515.110 ("Inspections, Stop Work Orders, Appeals, And Penalties") of the Municipal Code of the City of Republic, Missouri.
- [6.](#) 23-47 An Ordinance of the City Council Approving Amendment of the Zoning Code and Official Map by Changing the Classification of Approximately 28.88 Acres, Located at the 7200 Block of West Farm Road 170, from Kirkwood Estates Planned Development District (PDD 22-003) to Kirkwood Estates Planned Development District (PDD 23-005).
- [7.](#) 23-48 An Ordinance of The City Council Approving Execution of a First Amendment to the 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.
- [8.](#) 23-49 An Ordinance of The City Council Authorizing Execution of an Amendment to the Developer Agreement with The Iron Grain District, LLC and Magers Republic No. 3C, LLC for the Continued Development of the Iron Grain District.

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

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

- [9.](#) 23-50 An Ordinance Of The City Council Approving The Final Plat Of The Hills Of Olde Savannah Subdivision.
- [10.](#) 23-51 An Ordinance of the City Council Authorizing the City Administrator to Execute a Developer Agreement with the Republic R-III School District for Installation of Certain Infrastructure at the Site of the New Republic Intermediate School.

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

- [11.](#) 23-R-59 A Resolution of the City Council Appointing New Authorized Signers and Modifying the Accounts Payable Process for the City's General Operating Account and Bond Proceeds Account with Arvest Bank.

### **Reports from Staff**

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

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

### **Adjournment**



**Matt Russell, Mayor**  
Eric Gerke, Ward I  
Garry Wilson, Ward II  
Christopher Updike, Ward III  
Justin Neal, Ward IV  
  
Eric Franklin, Ward I  
Gerry Pool, Ward II  
Brian Fields, Ward III  
Clint Gerlek, Ward IV

**MINUTES**  
**City Council Meeting**  
**Municipal Court Building, 540 Civic Blvd**  
**October 03, 2023 at 6:00 PM**

**Call Meeting to Order**

The regular session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Matt Russell at 6:00 p.m. Council Members present included Eric Franklin, Garry Wilson, Eric Gerke, Chris Updike, Brian Fields, Justin Neal, Gerry Pool, and Clint Gerlek. Others in attendance were: City Administrator David Cameron, Chief of Staff Lisa Addington, City Attorney Megan McCullough, BUILDS Administrator Karen Haynes, Police Major Jamie Burks, Assistant BUILDS Administrator Garrett Brickner, Fire Chief Duane Compton, Assistant City Administrator/Parks and Recreation Director Jared Keeling, Principal Planner Chris Tabor, Associate Planner Patrick Ruiz, Recreation Superintendent Garrett Cline, Finance Director Bob Ford, Assistant City Administrator-Community Development Andrew Nelson, Data and Security Supervisor Michael Sallee, Executive Assistant Jordan Furnas, Sargent Lucas Peery, Utility Locator Tim Fowkes, City Clerk Laura Burbidge, Assistant Parks and Recreation Director Jennafer Mayfield, Engineering Manager Angel Falig, and IT Director Chris Crosby.

**Opening Prayer**

Opening prayer was led by City Administrator David Cameron.

**Pledge of Allegiance**

The Pledge of Allegiance was led by Mayor Matt Russell.

**Citizen Participation**

Mayor Russell opened citizen participation at 6:01 p.m. No one came forward so Mayor Russell closed citizen participation at 6:02 p.m.

**Other Business**

**1. 23-R-56 A Resolution of the City Council Excusing Absences of Council Member Pool.**

City Administrator David Cameron explained the Resolution and opened for Council Member discussion and questions. Mayor Russell asked for a motion to approve Resolution 23-R-56. No motion was made. As there was no motion, Mayor Russell announced that according to the Charter, Council Member Pool has forfeited her seat. Mrs. Pool left the meeting at that time.

**Consent Agenda**

Council Member Updike arrived at 6:18 p.m. Motion was made by Council Member Franklin and seconded by Council Member Wilson to approve the consent agenda. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried.

2. Approve the September 19, 2023 City Council Minutes.
3. 23-R-57 A Resolution of the City Council Approving the Dates For Meetings Of The City Council, Planning And Zoning Commission, And Board Of Adjustment During Calendar Year 2024.

**Board, Commission, and Committee Schedule**

Board of Adjustment Meeting	October 5, 2023-Cancelled
City Council Meeting	October 17, 2023
Board of Adjustment Meeting	November 2, 2023

City Council Budget Workshop  
City Council Meeting

November 2, 2023  
November 7, 2023

### Old Business and Tabled Items

4. **23-30 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately Ten Point Four-Four (10.44) Acres, Located at 688 South Kansas Avenue, from Agricultural (AG) and Medium Density Single-Family (R1-M) to Two-Family Residential (R-2).**

Motion was made by Council Member Wilson and seconded by Council Member Neal to have the second reading of Bill 23-30 by title only. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor was available to answer questions. Council Member Wilson motioned for the passage of Bill 23-30. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 4 Aye-Fields, Franklin, Gerke, and Wilson. 3 Nay-Gerlek, Neal, and Updike. Motion failed.

5. **23-35 An Ordinance of the City Council Approving a Special Use Permit for Melanie Ferguson to Operate Republic Animal Hospital on Real Property Located at 542, 546, 550, and 554 East Harrison Street.**

Motion was made by Council Member Fields and seconded by Council Member Franklin to have the second reading of Bill 23-35 by title only. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Patrick Ruiz was available to answer questions. Council Member Updike motioned for the passage of Bill 23-35. Council Member Wilson seconded. A roll call vote was taken digitally. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion carried.

6. **23-36 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately Fifteen Acres, Located at 1230 South State Highway MM, from Agricultural (AG) to Heavy Industrial (M-2).**

Motion was made by Council Member Franklin and seconded by Council Member Neal to have the second reading of Bill 23-36 by title only. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Patrick Ruiz was available to answer questions. Council Member Updike motioned for the passage of Bill 23-36. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion carried.

7. **23-37 An Ordinance of the City Council Approving the Annexation of Approximately 40.456 Acres Located at 7217 West Farm Road 182 and Adjacent Right-of-Way.**

Motion was made by Council Member Fields and seconded by Council Member Franklin to have the second reading of Bill 23-37 by title only. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor was available to answer questions. Council Member Updike motioned for the passage of Bill 23-37. Council Member Gerke seconded. A roll call vote was taken digitally. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion carried.

8. **23-38 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 40 Acres of Real Property Located at the Intersection of South Farm Road 101 and West Farm Road 170, from Planned Development District (PDD) to Boyce Mixed-Use Planned Development District (PDD).**



Motion was made by Council Member Fields and seconded by Council Member Franklin to have the second reading of Bill 23-38 by title only. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor was available to answer questions. Council Member Updike motioned for the passage of Bill 23-38. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion carried.

**9. 23-39 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 17.19 Acres, Located at 3020 and 2946 North York Avenue, from Agricultural (AG) to 6-Point Junction Planned Development District (PDD).**

Motion was made by Council Member Wilson and seconded by Council Member Franklin to have the second reading of Bill 23-39 by title only. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor was available to answer questions. Council Member Wilson motioned for the passage of Bill 23-39. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 5 Aye-Fields, Franklin, Gerke, Neal, and Wilson. 2 Nay-Gerlek and Updike. Motion carried.

**10. 23-40 An Ordinance of the City Council Amending Title IV ("Land Use"), Chapter 410 ("Subdivision Regulations") of the Municipal Code of the City of Republic, Missouri.**

Motion was made by Council Member Updike and seconded by Council Member Franklin to have the second reading of Bill 23-40 by title only. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor was available to answer questions. Council Member Wilson motioned for the passage of Bill 23-40. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion carried.

**11. 23-41 An Ordinance of the City Council Approving and Adopting Standard Specifications and Details for Water and Sewer Construction, to Replace the Current Construction Specifications and Stormwater Management and Design Criteria Manual, and Amending Title V, Chapter 510, Article 510-IV, Section 510.120 ("Construction Specifications and Replacing the Construction Specifications for Public Improvements") of the Municipal Code of the City of Republic, Missouri to Reference the Specifications Adopted Herein.**

Motion was made by Council Member Fields and seconded by Council Member Updike to have the second reading of Bill 23-41 by title only. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Angel Falig was available to answer questions. Council Member Gerke motioned for the passage of Bill 23-41. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion carried.

**12. 23-42 An Ordinance of the City Council Approving and Adopting a Stormwater Management and Design Criteria Manual.**

Motion was made by Council Member Updike and seconded by Council Member Franklin to have the second reading of Bill 23-42 by title only. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Angel Falig was available to answer questions. Council Member Updike motioned for the passage of Bill 23-42. Council Member Fields seconded. A roll call vote was taken digitally. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion carried.

**13.23-43 An Ordinance of the City Council Amending Title II, Chapter 215, Article 215-IV of the Municipal Code of the City of Republic, Missouri, by Repealing Subsection (G) of Section 215.840 (“Weapons-Carrying Concealed-Other Unlawful Use”).**

Motion was made by Council Member Updike and seconded by Council Member Wilson to have the second reading of Bill 23-43 by title only. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. David Cameron was available to answer questions. Council Member Fields motioned for the passage of Bill 23-43. Council Member Wilson seconded. A roll call vote was taken digitally. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion carried.

**14.23-44 An Ordinance of the City Council Approving the Final Plat of the Iron Grain Planned Development District Phase One.**

Motion was made by Council Member Updike and seconded by Council Member Franklin to have the second reading of Bill 23-44 by title only. The vote was 6 Aye-Fields, Franklin, Gerlek, Neal, Updike, and Wilson. 0 Nay. 1 Abstain-Gerke. Motion Carried. Chris Tabor was available to answer questions. Council Member Updike motioned for the passage of Bill 23-44. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 6 Aye-Fields, Franklin, Gerlek, Neal, Updike, and Wilson. 0 Nay. 1 Abstain-Gerke. Motion Carried.

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

**15.A Public Hearing of the City Council Regarding Approving the Annexation of Approximately 0.29 Acres of Property Located at 1167 North Oakwood Avenue and Adjacent Right-of-Way.**

Mayor Russell opened the public hearing at 6:41 p.m. No one came forward so Mayor Russell closed the public hearing at 6:41 p.m.

**16.23-45 An Ordinance of the City Council Approving the Annexation of Approximately 0.29 Acres of Property Located at 1167 North Oakwood Avenue and Adjacent Right-of-Way.**

Motion was made by Council Member Updike and seconded by Council Member Franklin to have the first reading of Bill 23-45 by title only. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor gave an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff with questions prior to the next meeting.

**17.23-46 An Ordinance of the City Council Amending Title V, Chapter 515, Sections 515.010 (“Applicability; Preemption”), 515.020 (“Definitions”), 515.050 (“Permits Required; Requirements”), 515.090 (“Row User Responsibilities And Requirements”), and 515.110 (“Inspections, Stop Work Orders, Appeals, And Penalties”) of the Municipal Code of the City of Republic, Missouri.**

Motion was made by Council Member Updike and seconded by Council Member Gerke to have the first reading of Bill 23-46 by title only. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Garrett Brickner gave an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff with questions prior to the next meeting.

**18.23-47 An Ordinance of the City Council Approving Amendment of the Zoning Code and Official Map by Changing the Classification of Approximately 28.88 Acres, Located at the 7200 Block of West Farm Road 170, from Kirkwood Estates Planned Development District (PDD 22-003) to Kirkwood Estates Planned Development District (PDD 23-005).**

Motion was made by Council Member Fields and seconded by Council Member Franklin to have the first reading of Bill 23-47 by title only. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor gave an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff with questions prior to the next meeting.

**19.23-48 An Ordinance of The City Council Approving Execution of a First Amendment to the 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 Updike and seconded by Council Member Wilson to have the first reading of Bill 23-48 by title only. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Garrett Brickner gave an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff with questions prior to the next meeting.

**20.23-49 An Ordinance of The City Council Authorizing Execution of an Amendment to the Developer Agreement with The Iron Grain District, LLC and Magers Republic No. 3C, LLC for the Continued Development of the Iron Grain District.**

Motion was made by Council Member Wilson and seconded by Council Member Updike to have the first reading of Bill 23-49 by title only. The vote was 6 Aye-Fields, Franklin, Gerlek, Neal, Updike, and Wilson. 0 Nay. 1 Abstain-Gerke. Motion Carried. Garrett Brickner gave an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff with questions prior to the next meeting.

**Other Business (Resolutions)-None**

**Reports from Staff**

City Administrator David Cameron noted the last two meetings have been lengthy and commended Council Member Gerke for doing a great job running the meeting last time. Mr. Cameron added that tonight was one of the most difficult nights of his career, and while it is our responsibility to address these things, none of us want to do that. Mr. Cameron commended Mrs. Pool for her work for the city, noting we named the Senior Center after her. Mr. Cameron added we will celebrate her appropriately.

City Administrator David Cameron thanked the Boy Scout in attendance for tonight's meeting.

City Administrator David Cameron congratulated Convoy of Hope for the dedication ceremony scheduled for Thursday afternoon. The Governor and past Governor will both be there. Mr. Cameron thanked Convoy of Hope for allowing staff to tour their facilities prior to their dedication and reminded Council of the developer agreement we did with Convoy of Hope that allowed our crews to install infrastructure at the campus. Mr. Cameron also congratulated Jordan Valley for their dedication today, adding it has been scheduled 4-5 times but cancelled due to weather. Mr. Cameron noted Representative Burleson and Senator Trent both attended.

City Administrator David Cameron announced we will be selling the property on Oakwood that was purchased in 2016. At the time of purchase, it seemed like the right location, but the direction of growth has since changed. Mr. Cameron noted signage will be posted soon and reminded Council that part of the proceeds of that sale will be an in kind contribution to the new library in Republic.

City Administrator David Cameron thanked Council for the approval of the developer agreement amendment with the schools to clean those up from an auditing perspective. Mr. Cameron noted this is

a good way for our community and government to function. Mr. Cameron shared his appreciation to the Republic School District for their willingness to work with us to split the price tag evenly.

City Administrator David Cameron announced an item at the next Council meeting for a new developer agreement for water line at the new 5-6 grade center. Mr. Cameron noted we do not always share what we are doing to save our citizens tax dollars, but this will save the school over \$1.4 million by having our crews working on it, which then saves the taxpayers. Mr. Cameron noted that water line is not exciting, but it is always great to save tax payer dollars. Mr. Cameron added that the relationship between the school and city wasn't always great, but the partnership we have developed is really good now.

City Administrator David Cameron announced there will be a work session in November for potential April Ballot topics including Charter Amendments and a recreational marijuana sales tax for Council to consider.

City Administrator David Cameron noted we had an event at the Fire Department with Greene County law enforcement on campus, and tonight we have multiple jurisdictions at our facility. Mr. Cameron thanked staff for arranging the training. Mr. Cameron noted he is not sure why anyone would want to put on a badge and take that responsibility in the current climate, but he appreciates and supports that work. Mr. Cameron noted the value he has seen in doing ride alongs with law enforcement and shared his appreciation for the work done by staff to protect and serve our community. Mr. Cameron noted he appreciates Council's willingness to serve for \$200 per month.

Council Member Franklin thanked staff for the hard work on the agenda. Mr. Franklin added he appreciates the help in getting questions answered. Mr. Franklin noted the bright red steaming machine and was excited to see crack sealing going on, adding it is not glamorous but he appreciates the effort to seal the cracks. Mr. Franklin noted he looks forward to Pumpkin Daze and thanked city staff, the pumpkin daze committee, and Kiwanis for the work done to host it.

Mayor Russell noted he will have served 4 years as Mayor in April plus 2 years on Council. Mayor Russell added he has become friends with the people out there and up here. Mayor Russell noted that freedom and friendship allows him to ask Mr. Gerke to cover a meeting so he can attend his kids' games. Mayor Russell shared what had to happen tonight is tearing his heart apart, adding he appreciated the support. Mayor Russell added nobody wanted to do that as Mrs. Pool is a pillar of our community and deserves respect for her years of service. Mayor Russell acknowledged we have to make hard decisions, and while he sometimes goes back and forth with Council Member Franklin and others, they can walk away friendly despite not always agreeing. Mayor Russell added we can be respectful and kind while disagreeing.

### **Adjournment**

Mayor Russell adjourned the meeting at 7:09 p.m.

ATTEST:

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

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



City of Republic

# Vendor Audit Report

For Date Range 09/01/2023 - 09/30/2023

Item 2.

Vendor	Added	Added User	Deleted	Deleted User
08153 - FeatherShark, LLC	09/12/2023	SHERRI WOODS		
08154 - Phillips Appraisal Services LLC	09/13/2023	SHERRI WOODS		
08155 - CoxHealth Medical Center	09/13/2023	SHERRI WOODS		
08156 - Ryan T Zinter	09/13/2023	SHERRI WOODS		
08157 - Erik Foster	09/13/2023	SHERRI WOODS		
08158 - Daniela Torres	09/14/2023	SHERRI WOODS		
08159 - Brad Looney	09/14/2023	SHERRI WOODS		
08160 - George Reader IV	09/15/2023	SHERRI WOODS		
08161 - David Maravilla	09/19/2023	SHERRI WOODS		
08162 - Berry Wynn	09/19/2023	SHERRI WOODS		
08163 - Queen City Roofing & Sheetmetal	09/20/2023	SHERRI WOODS		
08164 - Kristina Crockett	09/20/2023	SHERRI WOODS		
08166 - Sherry Holt	09/20/2023	SHERRI WOODS		
08167 - Keenan Gore	09/22/2023	SHERRI WOODS		
08168 - Matthew S Battaglia	09/22/2023	SHERRI WOODS		
08169 - Calvin Gerald Piland, Trustee	09/27/2023	SHERRI WOODS		
08170 - Zoey Springer	09/27/2023	SHERRI WOODS		
08171 - Purple Ram LLC	09/28/2023	SHERRI WOODS		

Vendor Count: (18)



## **AGENDA ITEM ANALYSIS**

Project/Issue Name: 23-R-58 A Resolution of the City Council Authorizing Payment to Missouri Rural Services Workers' Compensation Insurance Trust for the Additional Premium Coverage for 2022-2023.

Submitted By: Lisa Addington, Chief of Staff; Bob Ford, Finance Director

Date: 10/17/2023

### **Issue Statement**

The City's worker's compensation insurance policy requiring an additional premium for the audited period of April 1, 2022, through March 31, 2023.

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

Each year, when we present the worker's compensation insurance premium for the upcoming year, it is an estimated premium subject to audit mid-year. Each year, we do receive an additional premium amount to be paid as our payroll numbers increase from the creation of the estimated premium to the time of the audit. This past summer, our worker's compensation premium was audited for the period of 4/1/22 – 3/31/2023, which revealed a significant increase in payroll, resulting in the additional premium. The increase in payroll was due to (2) COLA, merit increases, and additional positions, specifically within the Public Safety groups that contributed to the majority of this premium increase.

A thorough audit was also conducted by Human Resources and the Finance Department to ensure the accuracy of the information reported by Missouri Rural Services Worker Insurance Trust. We anticipate an additional premium to our worker's compensation insurance premium again next year at this time. However, we have implemented a new process to ensure Missouri Rural receives accurate payroll numbers just before the estimated premium is received. We believe this will aid us in closing the gap between the estimated premium and the audited premium amounts.

### **Recommended Action**

Payment of the additional audited premium invoice amount of \$81,521 paid to Missouri Rural Services Workers' Compensation Insurance Trust for the period of 2022/2023 is recommended.

RESOLUTION NO. 23-R-58

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING PAYMENT TO MISSOURI RURAL SERVICES  
WORKERS' COMPENSATION INSURANCE TRUST FOR THE ADDITIONAL PREMIUM COVERAGE FOR  
2022-2023**

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

**WHEREAS**, on or about March 15, 2022, via Resolution 22-R-15, the Council approved renewal of the City's workers' compensation insurance policy through the Missouri Rural Services Workers' Compensation Insurance Trust for the 2022-2023 year; and

**WHEREAS**, after completion of the annual worker's compensation audit for the period of April 1, 2022 through March 31, 2023, Missouri Rural Services Workers' Compensation Insurance Trust advised the City there would be an additional premium cost of Eighty One Thousand Five Hundred and Twenty One Dollars (\$81,521) to account for several factors including payroll obligations resulting from merit increases, additional employment positions, and two cost of living adjustments; and

**WHEREAS**, the Council has the authority to authorize renewal of the workers' compensation coverage, including adjustments to the premiums for such coverage; and

**WHEREAS**, the Council finds good cause for the City to pay the additional premium cost for continued workers' compensation insurance coverage through Missouri Rural Services Workers' Compensation Insurance Trust for the 2022-2023 policy period.

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

- Section 1.** The City is authorized to pay the additional cost of \$81,521 in premiums for the City's workers' compensation coverage through the Missouri Rural Services Workers' Compensation Insurance Trust for the 2022-2023 policy period referenced herein above.
- Section 2.** The City Administrator, or his designee, on behalf of the City, is authorized to take the necessary steps to implement this Resolution.
- Section 3.** The whereas clauses are 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.

RESOLUTION NO. 23-R-58



RESOLUTION NO. 23-R-58

**Attest:**

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Matt Russell, Mayor

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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:



## Missouri Rural Services Workers' Compensation Insurance Trust

1913 Southridge Drive, P.O. Box 104268 Jefferson City, MO 65110-4268 Telephone (573) 635-9300  
FAX (573) 635-7645

### Premium Worksheet (Audited) 2022-2023

<b>Entity ID</b> 683	Lisa Addington	<b>Agency</b>
Republic, City of	(417) 732-3112	Missouri Rural Services Corp.
	<b>Policy Number</b> 7290701	(800) 726-9304
213 North Main	<b>Risk ID</b> 240231956	<b>Effective Date</b> 4/1/2022
Republic MO 65738-	<b>Area</b> 08	<b>Expiration Date</b> 4/1/2023
<b>County</b> Greene	<b>Status</b> Y	<b>Quote Date</b> 9/28/2023
<b>FEIN</b> 44-6000250	<b>Type</b> CY	<b>Last Updated</b> 9/28/2023

Code	Description	Rate	Payroll	Premium
5506	Street or Road Construction: Paving or Repaving	8.60	560,193	48,177
7520	Waterworks Operation & Drivers	4.80	471,280	22,621
7580	Sewage Disposal Plant Operation & Drivers	4.35	434,052	18,881
7710	Firefighters & Drivers	8.08	1,308,437	105,722
7711	Firefighters & Drivers-Volunteer	8.29	0	0
7720	Police Officers & Drivers	5.04	1,410,236	71,076
8601	Architectural or Engineering Firm	0.44	164,542	724
8742	Salespersons/Social Case Workers	0.48	0	0
8810	Clerical Office Employees NOC	0.22	2,246,072	4,941
8820	Attorney-All Employees & Clerical	0.20	238,998	478
8831	Hospital-Veterinary & Drivers	1.98	98,601	1,952
9015	Building or Property Management	5.25	315,963	16,588
9063	YMCA-All Employees & Clerical	1.36	725,417	9,866
9102	Park NOC-All Employees & Drivers	4.71	364,399	17,163
9410	Municipal, Township, County or State Employee NOC	5.21	546,279	28,461

**AMENDED - Updated report received. Updated exposures based on new report. Code 8810 is different than member's spreadsheet due to the inclusion of volunteers.**

683 Republic, City of

Amendment No. 1

(800) 726-9304 [www.missouriruralservices.com](http://www.missouriruralservices.com)

Amendment Date 9/28/2023



## Missouri Rural Services Workers' Compensation Insurance Trust

1913 Southridge Drive, P.O. Box 104268 Jefferson City, MO 65110-4268 Telephone (573) 635-9300  
FAX (573) 635-7645

### Premium Worksheet (Audited) 2022-2023

**Totals:**                      **8,884,469**                      **346,650**

			<b>Audited</b>	<b>Estimated</b>	<b>Balance</b>
		<b>Manual Premium</b>	346,650	264,406	82,244
<b>Experience Modification</b>	1.18	<b>Modified Premium</b>	409,047	311,999	97,048
<b>Deviation Factor</b>	-0.200	<b>Deviation Amount</b>	-81,809	-62,400	-19,409
		<b>Deviated Premium</b>	327,238	249,599	77,639
		<b>Expense Constant</b>	200	200	0
<b>2nd Injury Fund Rate</b>	0.04	<b>2nd Injury Fund Surcharge</b>	13,098	9,992	3,106
<b>Premium Tax Rate</b>	0.01	<b>Premium Tax</b>	3,274	2,498	776
		<b>Total Premium</b>	343,810	262,289	81,521
<b>Prorate Factor</b>	1.000	<b>Prorate Premium</b>	343,810	262,289	81,521

Printed: Thursday, September 28, 2023

**DUE/(RETURN)**

**\$81,521**

**AMENDED - Updated report received. Updated exposures based on new report. Code 8810 is different than member's spreadsheet due to the inclusion of volunteers.**



## **AGENDA ITEM ANALYSIS**

Project/Issue Name: 23-45 An Ordinance of the City Council Approving the Annexation of Approximately 0.29 Acres of Property Located at 1167 North Oakwood Avenue and Adjacent Right-of-Way.

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: October 17, 2023

### **Issue Statement**

The BUILDS Department received a Voluntary Annexation Application from OR-Shamrock Richards LLC for the Annexation of approximately zero point two-nine (0.29) acres of land located at 1167 North Oakwood Avenue and adjacent Right-of-Way.

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

The property owner, OR-Shamrock Richards LLC, has submitted a Voluntary Annexation Request for the subject parcel.

City of Republic sanitary sewer is available across Oakwood from the property. City of Republic water is available on the property. The subject parcel is compact and contiguous with the city limits of the City of Republic, as the subject parcel is surrounded by properties located in the City in all directions.

The Annexation, if approved by City Council, will effectively zone the subject parcel as Agricultural (AG), as the property has a current Greene County Zoning Designation of Agricultural (A-1), in accordance with City Code Section 435.010.B, which requires all annexed properties to be classified in the zoning district corresponding to Greene County's zoning designation.

### **Recommended Action**

Staff believes the Annexation of the subject property is consistent with the City's Adopted Plans and is recommending approval of the request.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING THE ANNEXATION OF APPROXIMATELY 0.29 ACRES OF PROPERTY LOCATED AT 1167 NORTH OAKWOOD AVE AND ADJACENT RIGHT-OF-WAY**

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

**WHEREAS**, the City’s BUILDS Department received a voluntary petition (“Application”) for the annexation of approximately 0.29 acres of land located at 1167 North Oakwood Avenue with an adjacent right-of-way (“Realty”); and

**WHEREAS**, the Realty is adjacent and contiguous to the present corporate limits of the City; and

**WHEREAS**, the City set a public hearing before the City Council for October 3, 2023; and

**WHEREAS**, the City submitted the Application to the City Council for a public hearing, and scheduled the public hearing before the Council for October 3, 2023, such hearing being held no less than fourteen (14) days nor more than sixty (60) days after receipt of the Application; and

**WHEREAS**, on September 20, 2023, the City published notice of the time and date for the public hearing in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being no less than seven (7) days before the date set for the public hearing; and

**WHEREAS**, on October 3, 2023, the Council conducted the public hearing, at which all interested persons and entities were afforded the opportunity to present evidence or statements and to otherwise be heard on the matter; and

**WHEREAS**, no written objections to the proposed annexation were filed with the Council within fourteen (14) days after the date of the public hearing; and

**WHEREAS**, the Council finds the proposed annexation is reasonable and necessary for the City’s development, and further finds the City has the ability to furnish normal municipal services to the area within a reasonable time.

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

**Section 1:** The Realty, more fully described herein below, is hereby annexed into and made a part of the City of Republic, Missouri, and its boundaries are hereby extended to include the same:

BEGINNING 338.0 FEET NORTH AND 20 FEET WEST OF SOUTHEAST CORNER OF SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION SIXTEEN (16), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-THREE (23) WEST; THENCE WEST 150 FEET; THENCE NORTH 90.0 FEET; THENCE EAST 150.0 FEET; THENCE SOUTH 90.0 FEET TO THE POINT OF BEGINNING, GREENE COUNTY, MISSOURI

- Section 2:** The City Clerk is hereby directed to cause three certified copies of this Ordinance to be filed with the Greene County Clerk's office and one original copy to be recorded by the Recorder of Deeds.
- Section 3:** The City Clerk is hereby directed to forward to the director of revenue of the State of Missouri by the United States registered mail or certified mail a certified copy of this Ordinance.
- Section 4:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 5:** The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 6:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

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

**Attest:**

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

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

**Approved as to Form:**

\_\_\_\_\_  


Megan McCullough, City Attorney

**Final Passage and Vote:**



**Owner/Applicant**  
OR-Shamrock Richards LLC

**ADDRESS**  
1167 N Oakwood Ave

**ZONING**  
AGRICULTURE (A-1) | UPON  
ANNEX: AGRICULTURAL (AG)

**WARD**  
2

**ACREAGE**  
0.29



**C-2**

0 20 40 Feet

**1167 NORTH OAKWOOD AVENUE**  
**ANNX 23-002 | ANNEXATION**



- Site Extent**
- Out of City**
- Floodplain**
- Sinkholes**



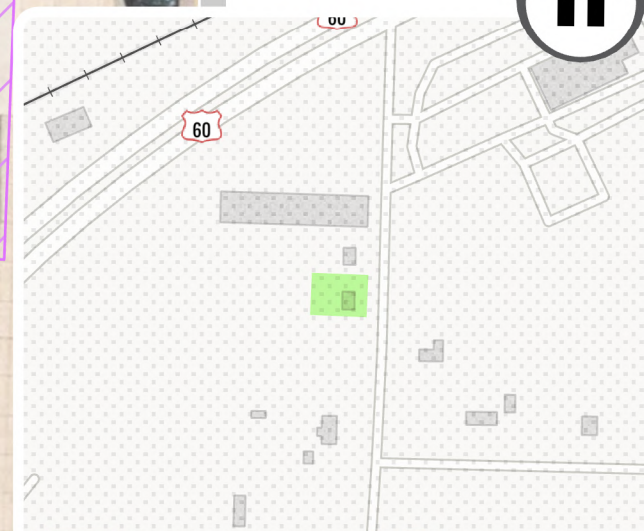
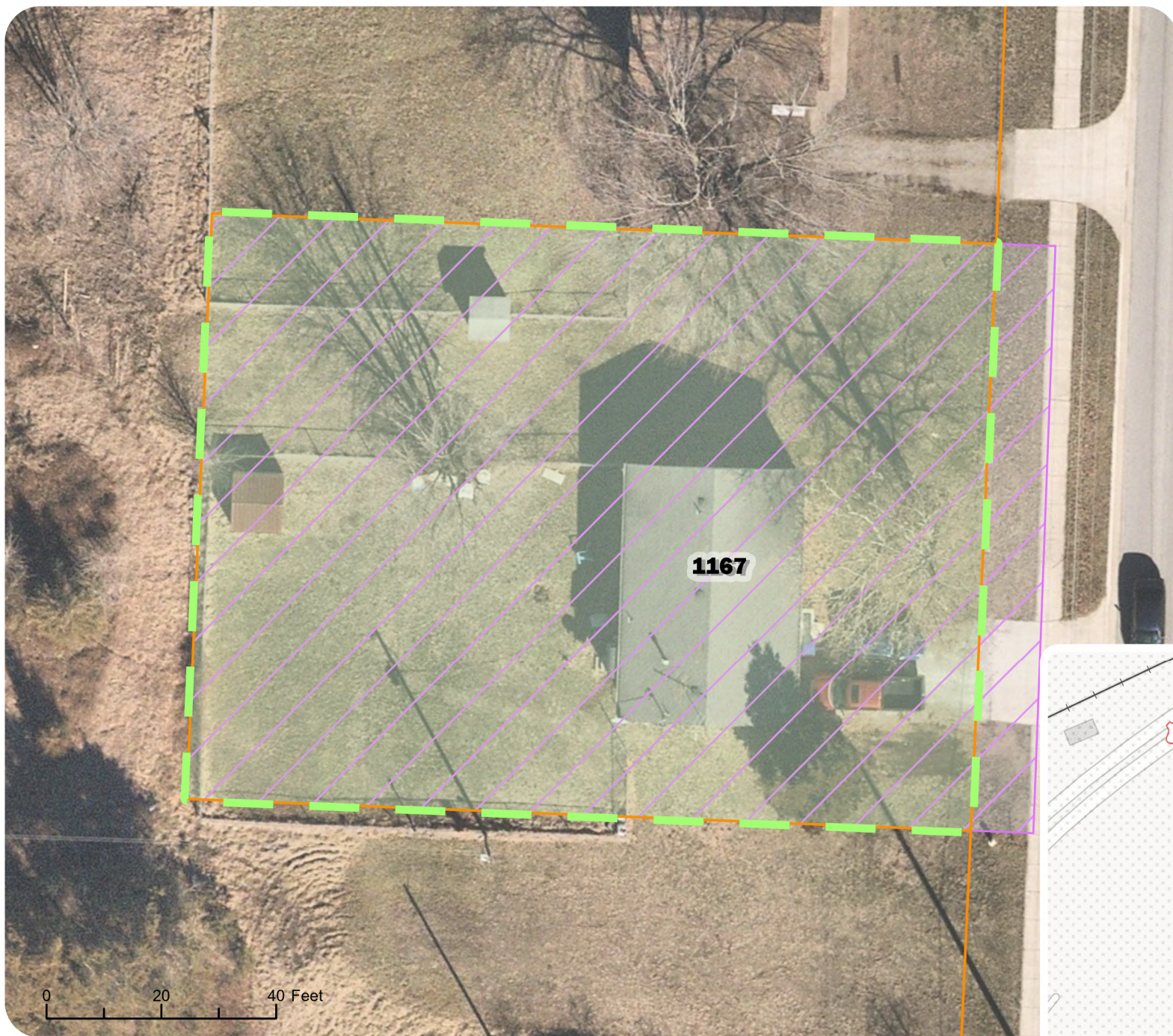
**Owner/Applicant**  
OR-Shamrock Richards LLC

**ADDRESS**  
1167 N Oakwood Ave

**ZONING**  
AGRICULTURE (A-1) | UPON  
ANNEX: AGRICULTURAL (AG)

**WARD**  
2

**ACREAGE**  
0.29



- Site Extent**
- Out of City**
- Floodplain**
- Sinkholes**

**1167 NORTH OAKWOOD AVENUE**  
**ANNX 23-002 | ANNEXATION**





## **AGENDA ITEM ANALYSIS**

Project/Issue Name: 23-46 An Ordinance of the City Council Amending Title V, Chapter 515, Sections 515.010 (“Applicability; Preemption”), 515.020 (“Definitions”), 515.050 (“Permits Required; Requirements”), 515.090 (“Row User Responsibilities And Requirements”), and 515.110 (“Inspections, Stop Work Orders, Appeals, And Penalties”) of the Municipal Code of the City of Republic, Missouri.

Submitted By: Garrett Brickner, Assistant BUILDS Administrator

Date: October 17, 2023

### **Issue Statement**

Consideration to approve Amendments to Chapter 515 Rights-of-Way Management.

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

In 2022 and continuing into 2023, underground utility installers began introducing AT&T fiber optic infrastructure to the City of Republic. Throughout this endeavor, the project encountered various challenges, including instances of damaged sewer lines, impacted gas services, and disrupted electric lines. These issues were direct consequences of the construction activities undertaken, leading to a notable degree of discontent among citizens impacted. AT&T Fiber continues to be installed, and other fiber providers are preparing to install their own fiber lines as well.

Considering these concerns, changes are being proposed in the operational processes and procedures. The primary objective of these adjustments is to mitigate, if not eliminate, the frequency of damage and the resulting dissatisfaction experienced by our customers. The revised Ordinances in combination with new utility installation protocol will provide a comprehensive framework outlining the expectations from the City of Republic from the project's outset. This proactive approach aims to ensure that contractors are well-informed and prepared, minimizing any unforeseen circumstances for all parties involved.

Attached are the proposed Ordinance amendments and proposed administrative process developed by Utility Locator/Inspector Tim Fowkes. This policy is based upon Warrensburg Missouri’s process for underground utilities that has seen great success with installers of all underground utilities.

### **Recommended Action**

Staff recommends approval of Ordinance #23-46 to amend chapter 515.

**AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE V, CHAPTER 515, SECTIONS 515.010 ("APPLICABILITY; PREEMPTION"), 515.020 ("DEFINITIONS"), 515.050 ("PERMITS REQUIRED; REQUIREMENTS"), 515.090 ("ROW USER RESPONSIBILITIES AND REQUIREMENTS"), AND 515.110 ("INSPECTIONS, STOP WORK ORDERS, APPEALS, AND PENALTIES") OF THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI**

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

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

**WHEREAS**, in reviewing the Municipal Code consistent with the priorities listed herein above, City staff identified the need to amend the existing code provisions governing right-of-way permitting procedures.

**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 515 ("Rights-Of-Way Management"), Section 515.010 ("Applicability; Preemption"), Section 515.020 ("Definitions"), Section 515.050 ("Permits Required; Requirements"), Section 515.090 ("ROW User Responsibilities And Requirements"), and Section 515.110 ("Inspections, Stop Work Orders, Appeals, And Penalties") of the Municipal Code of the City of Republic, Missouri is hereby amended to read as follows:

**Chapter 515 Rights-Of-Way Management**

**515.010 Applicability; Preemption**

- A. Applicability. Except as provided for herein and where limited by applicable law, this Chapter shall apply to all Excavations and use, construction, operation, and Maintenance of Facilities or structures, in the ROW of the City. No Person shall commence or continue with the operation of any Facilities or structures in the ROW except as provided **for** and in compliance with this Chapter. **No ROW user shall be authorized to undertake work within the ROW in any capacity or manner unless and until the ROW user has obtained a valid City of Republic Business License and the required right-of-way permit from the City.** Because numerous types of users and uses of the ROW may be subject to various or changing regulatory schemes under Federal or State law, any such limitation or qualification that may be applicable to less than all users and uses of the ROW are not duplicated herein, but are nevertheless incorporated herein, whenever application is so required by law, including but not limited to applicable provisions of Chapter 67, RSMo., and other applicable State and Federal law.
- B. Construction Specifications. All public improvements including modifications to existing Rights-of-Way and driveways within the City of Republic, or within subdivisions intended to be annexed into the City of Republic, shall be constructed in conformance with the latest edition of the "Construction Specifications for Public Improvements, City of Republic" on file at the offices of

the City or Republic Planning and Development Department and incorporated herein by reference.

- C. Preemption. No provision of this Chapter shall apply to any circumstance in which such application shall be unlawful under superseding Federal or State law and furthermore, if any Section, Subsection, sentence, clause, phrase, or portion of this Chapter is now or in the future superseded or preempted by State or Federal law or found by a court of competent jurisdiction to be unauthorized, such provision shall be automatically interpreted and applied as required by law.

### **515.020 Definitions**

For purposes of this Chapter, the following terms, phrases, words, and their derivatives shall have the meanings set forth in this Section, unless the context clearly indicates that another meaning is intended.

#### **ABANDONED**

Any equipment, materials, apparatuses, devices, or Facilities that are: 1) declared abandoned by the owner of such equipment or Facilities, 2) no longer in active use and the owner of such equipment or Facilities fails to respond within thirty (30) days to a written notice sent by the City, or 3) as otherwise may be defined by applicable law.

#### **ANTENNA**

Any device that transmits and/or receives electromagnetic wireless radio waves or signals for voice, data or video communications purposes including, but not limited to, television, text, AM/FM radio, microwave, cellular telephone, Communications Service or otherwise.

#### **APPLICANT**

Any Person applying for a ROW Use Agreement, Franchise, License, or any permit or other authorization to install, maintain, repair or otherwise physically access Facilities in the ROW.

#### **CITY**

The City of Republic, Missouri.

#### **COMMUNICATIONS SERVICE**

The transmission via Facilities, in whole or in part, of any writing, signs, signals, pictures, sounds or other forms of intelligence through wire, wireless or other means, including, but not limited to, any telecommunications service, enhanced service, information service, or internet service, as such terms are now, or may in the future, be defined under applicable law, and including all instrumentalities, Facilities, apparatus (Communications Facilities), and services (among other things, the receipt, forwarding, and delivery of Telecommunications) incidental to such transmission or designed to directly or indirectly facilitate or accept such transmission and shall also include "video services" as defined in Section 67.2677, RSMo. The term "Communications Service" does not include the rental of conduit or physical Facilities.

#### **DIRECTOR**

The BUILDS Administrator or his/her ~~Public Works Director or his/her~~ designee.

#### **EXCAVATION PERMIT**

A permit authorizing Excavation for the construction or installation of Facilities in the City's Rights-of-Way.

**EXCAVATION, EXCAVATING, or EXCAVATE**

Any act by which earth, asphalt, concrete, sand, gravel, rock or any other material in or on the ground is cut into, dug, uncovered, removed, or otherwise displaced, ~~by means~~through the use of any tools, equipment, motor vehicles, or explosives, including trenchless excavation or boring, except as excluded in this Chapter or by other applicable law.

**FACILITIES MAINTENANCE or MAINTENANCE**

The construction, installation, repair, upgrade, or other physical access to the Facility in the ROW that does not involve Excavation.

**FACILITIES MAINTENANCE PERMIT**

A permit issued by the City for the ROW User to provide Maintenance to its Facilities or otherwise perform work in the ROW that does not involve Excavation but requires physical access to the Facilities in the ROW.

**FACILITIES or FACILITY**

Any equipment, installation, structure located in the Rights-of-Way, including without limitation, cables, wires, lines, poles, towers, Antenna, conduit facilities, vaults, pedestals, transmitters, meters, fiber, foundations, and any other equipment, infrastructure, structures or obstruction. Facilities shall not include lawful vehicular parking or use or lawful minor incidental uses such as mailboxes, driveway aprons, private utility connections or other incidental Facilities which may be permitted by license issued by the Director as provided herein.

**FCC**

The Federal Communications Commission.

**FRANCHISE**

The rights and obligations extended by the City to certain ROW Users to occupy the Rights-of-Way for the purpose of providing, transporting or distributing electricity, gas, water, steam, lighting, energy or sewer service to any Person or area within the City's limits and boundaries.

**GOVERNING BODY**

The City Council of the City.

**LICENSE**

The rights and obligations extended by the City to a Person to use and occupy the Rights-of-Way for the purpose of installing temporary Facilities in the Rights-of-Way or incidental uses such as ingress and egress facilities, lateral utility lines, mailboxes or driveway aprons.

**PERMIT**

An Excavation Permit or a Facilities Maintenance Permit.

**PERSON**

Any corporation, partnership, proprietorship, individual, organization, governmental entity or any natural person.

**PSC**

The Missouri Public Service Commission.

#### **RIGHTS-OF-WAY or ROW**

**The full width of the surfaced, un-surfaced or traveled portion of any road, street, path, lane, or alley used by or intended for use by the general public, including any shoulder, ditch, and slope of cuts and/or fills, when those roads, streets, paths, lanes, and alleys have been declared to be part of the City's system of public streets, including all such areas in which the City has an enforceable ownership interest, whether in fee simple or otherwise.**

~~The area on, below, or above a public roadway, highway, street or alleyway in which the City has an ownership interest, or right of management, and including such adjacent areas within such public ways within such City control, except as may be limited herein or by law.~~

#### **RIGHTS-OF-WAY USE AGREEMENT or ROW USE AGREEMENT**

The rights and obligations extended by the City to a Person to occupy the ROW for the purpose of providing any form of Communications Service to any Person or area within the City's limits and boundaries, or any other Person desiring to use the ROW for which a Franchise or License is not applicable, subject to the regulations and requirements herein.

#### **ROW USER**

All Persons and entities, whether a PSC registered utility or otherwise, owning, controlling, leasing, maintaining, using or installing Facilities in the Rights-of-Way of the City, not otherwise expressly exempted.

#### **515.050 Permit Required; Requirements**

- A. Excavation Permit Required. Except as otherwise provided herein, no ROW User or other Person shall perform Excavation work in the ROW without an Excavation Permit. Any Person desiring to Excavate in the ROW shall first apply for an Excavation Permit, on an application form provided by the City, and submit the application fee and pay all applicable fees to obtain an Excavation Permit, in addition to any other building permit, license, easement, or other authorization required by law, unless such Excavation must be performed on an emergency basis as provided herein. The cost of said Permit shall be set out in Appendix V-1 at the end of Title V. The Director is authorized to draft an application form consistent with the requirements of this Chapter. An Excavation Permit should be obtained for each project unless otherwise provided for in this Chapter. A separate special permit or lease shall be required for Excavation in or use of any real property interest of the City that is not ROW. It shall be unlawful for any Person to perform Excavation work within the City of Republic at any time other than from 6:00 A.M. to ~~6~~**9**:00 P.M. Monday through Friday without prior approval from the City, except in the case of an emergency. No work shall be performed during City holidays, except in the case of an emergency. All Excavation Permits shall expire after sixty (60) days from the date of issuance, unless otherwise specified in the Excavation Permit. An Applicant whose Excavation Permit application has been withdrawn, abandoned or denied for failure to comply with this Chapter shall not be refunded the application fee.
- B. Facilities Maintenance Permit; Exemptions. No Person shall perform Facilities Maintenance in the Rights-of-Way without first obtaining a ~~Facilities Maintenance Permit~~ **Right of way permit** from the Director, except where such Facilities Maintenance is expressly authorized by an existing valid Excavation Permit for the applicable Maintenance location or is exempt herein. In addition to the conditions set forth below, conditions of a Facilities Maintenance Permit shall be

as established in such Maintenance Permit. All Facilities Maintenance Permits shall expire after sixty (60) days from the date of issuance, unless otherwise specified in such Maintenance Permit. A Facilities Maintenance Permit shall not be required for:

1. ROW Users performing routine Maintenance which does not require Excavation, does not substantially disrupt traffic or pedestrians, and requires no more than ~~twelve sixteen~~ (12~~6~~) hours to complete, provided that the Maintenance is performed between the hours of ~~6~~7:00 A.M. and ~~6~~9:00 P.M. **Central Standard Time**;
  2. Emergency situations as more fully described in Subsection (E) below; or
  3. Contractors working on the construction or reconstruction of public improvements and which are operating pursuant to a contract with the City for such construction.
- C. **For any work exceeding two thousand five hundred (2,500) linear feet, the ROW user must meet with the director for a preconstruction conference to discuss means and methods of construction, protection of other ROW users, notification of the public and other concerns implicated by the proposed work.**
- D. ~~C.~~ Bulk Permits. The Director shall have the authority to establish procedures for bulk processing of applications and periodic payment of fees.
- E. ~~D.~~ Emergencies. In case of an emergency requiring immediate attention to remedy defects, and in order to prevent loss or damage to Persons or property, it shall be sufficient that the Person making such Excavation or performing such Facilities Maintenance obtain the necessary Permit as soon as possible and may proceed without a Permit when such Permit cannot reasonably be obtained before starting such emergency Excavation or Facilities Maintenance. Notice to the City of the emergency shall be provided at the earliest possible time and the appropriate Permit shall be obtained as soon as reasonably possible, and not later than five (5) business days thereafter, or as otherwise directed by the City. In the event the City becomes aware of an emergency requiring Facilities work the City shall attempt to contact a representative of each ROW User affected, or potentially affected, by the emergency work. If no response is received by a particular ROW User to whom contact is attempted, the Director may take whatever action he/she deems necessary to respond to the emergency, the cost of which shall be borne by the Person whose action or inaction occasioned the emergency or by the ROW User if the emergency was occasioned by an act of nature.
- F. ~~E.~~ Law Compliance Incorporation. Every Permit issued hereunder shall incorporate the requirements and terms of this Chapter, and all applicable ordinances, to the extent permitted by law. The ROW User shall, to the extent allowed by law, perform such work in accordance with the issued permit, all applicable provisions of this Chapter, any applicable ordinances or regulations that may be adopted by the City. In addition, all ROW Users shall be subject to all technical specifications, design and location criteria, policies, resolutions and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power relating to Permits and fees, sidewalk and pavement cuts, Facility location, construction coordination, surface restoration, and other requirements on the use of the Rights-of-Way, including specifically the latest edition of the "Construction Specifications for Public Improvements, City of Republic." A ROW User shall perform all Excavations or Facilities Maintenance in full compliance with all applicable engineering codes adopted or approved by the City, and in accordance with applicable Statutes of the State of Missouri, and the rules and regulations of the PSC, FCC, and any other local, State or Federal agency having jurisdiction over the parties. The ROW User shall comply with the Excavation requirements of Missouri One Call



established by Sections 319.010 et seq., RSMo., as amended. A ROW User shall be responsible for all Excavations or Facilities Maintenance done in the Rights-of-Way on its behalf, regardless of by whom the Excavation or Facilities Maintenance is done.

- G. F. Permit Specific Conditions. The Director may also impose reasonable conditions upon the issuance of a Permit and the performance of Excavation and ROW work in order to protect the public health, safety, and welfare, to ensure the structural integrity of the Rights-of-Way, to protect the property and safety of other users of the Rights-of-Way, and to minimize the disruption, inconvenience and danger to the traveling public, including applicable permit requirements and design, location, appearance, and other reasonable requirements.
- H. ~~G.~~ Above-Ground Facilities. All new Facilities may be located Above-ground only if approved by the City Council for good cause. Unless extraordinary circumstances exist, good cause shall not include authorization for Above-ground Facilities requiring new poles or major modification to existing Above-ground structures. Above-ground pedestals, vaults, cabinets, or other Facilities may be installed only if approved by the City where alternative Underground Facilities are not feasible or where underground requirements are otherwise waived pursuant to the provisions of this Subsection. Existing conduit shall be used where feasible and available. Where reasonable and appropriate and where adequate Rights-of-Way exists, the ROW User shall place Above-ground Facilities underground in conjunction with City capital improvement projects and/or at specific locations requested by the City provided that such placement is practical, efficient, and economically feasible.
- I. ~~H.~~ Use Of Existing Facilities Required; Exceptions. All new Facilities or structures shall collocate on existing structures or within existing conduit, trenches, or other Facilities to minimize unnecessary use of Rights-of-Way space, reduce potential existing or future interference and obstructions, and to reduce the cost to the public or others therefrom, and to maximize the public's ability to use and license appropriate private or public uses of the Rights-of-Way in the public interest (except where preempted by law or where good cause is established as determined by the City applying these objectives). Where existing structures or Facilities are available, or exist at or near the proposed use, unless otherwise approved, the Applicant must either use such Facilities or file a written request verified by the Applicant for exception specifying the specific reasons why such Facilities are not available or feasible to be used and addressing the objectives hereof.
- J. ~~I.~~ Wireless Antennas And Facilities. Pursuant to City authority, including Section 67.1830(f), RSMo., and to properly manage the limited space in the City's Rights-of-Way, minimize obstructions and interference with the use of the Rights-of-Way by the public, and to ensure public safety, preserve property values, and enforce the public policy to maintain neutrality as to ownership of wireless locations, while also seeking to facilitate delivery of broadband technologies to City residents and businesses, wireless Facilities shall be permitted in the Rights-of-Way only in compliance with the requirements applicable to other Facilities and users in the Rights-of-Way, and the additional requirements set forth in this Section for wireless antennas and Facilities. Any wireless Facilities authorized in the ROW shall be only as authorized in a binding approved ROW Use Agreement, pole attachment agreement, or other written authorization with the City and subject to approval, denial, or condition relating to location, design, height, appearance, safety, specifications for use of City structures, and such zoning, building, or other regulations, including specifically Chapter **405**, except as may be limited by law.

- 1. General Conditions. Any wireless Facility in the ROW shall be subject to conditions

relating to the location (including prohibited or limited locations), design, height, appearance, safety, radio-frequency, and other interference issues as may be lawfully imposed by the City where necessary or appropriate to protect the public, and to conform to policies and interests of the public as may be set forth in special district plans, historic areas, or other policies as may be reasonably adopted by the Director to address changing infrastructure, technology, and uses of the Rights-of-Way and/or City Facilities.

2. Small Wireless Collocation. Any wireless Facility meeting the requirements of a "Fast Track Small Wireless Facility" as defined by Sections 405.885 and 405.905 of the Zoning Code, may be authorized to be located in the Rights-of-Way with approval of the Director subject to the following additional requirements:
  - a. Only one (1) Small Wireless Facility shall be permitted per structure in the ROW;
  - b. No ground equipment shall be authorized;
  - c. No Small Wireless Facility shall be located in a manner which obstructs or causes a safety concern for vehicle or pedestrian traffic; and
  - d. If the proposed structure the Applicant proposes to locate its Small Wireless Facility is not structurally sound, but the Director finds such to be a desired location, the director can require the Applicant to install a new substantially similar structure at its cost.
3. New Structures. Wireless Facilities shall not be permitted in the Rights-of-Way on new structures, provided that if evidence warranting an exception ~~is~~as provided by the Applicant pursuant to Section ~~515.050(H)(I)~~, the City Council may grant an exception authorizing a new structure for a wireless Facility if it also determines on a non-discriminatory basis such proposed application is in the public interest in light of the purposes of this Section and Chapter, and provided such use and location has received prior, separate zoning authorization as required by and in compliance with Chapter ~~405~~, to the extent permitted by law. In such circumstances where any new wireless structure application is permitted in the Rights-of-Way, such use shall be subject to reasonable regulations or conditions and including any applicable specifications, compensation, and other terms established by the City in such approval or agreement as necessary or appropriate to preserve the purposes of this Section and Chapter.
4. All Other Wireless In ROW. Any wireless Facility located on an Existing Structure but not meeting the requirements of Subsections ~~(H)(I)(2)~~ or ~~(3)~~ above, may be approved, subject to conditions as may be imposed consistent with the purposes of this Section, only upon approval by the Council upon a determination by the Council that such wireless Facility is: (1) in the public interest to provide a needed service to persons within the City, (2) cannot feasibly meet all of the requirements of a "Small Wireless" but varies from such requirements to the minimum extent necessary, (3) does not negatively impact appearance or property values in light of the location, design, and circumstances to be approved, (4) does not create any reasonable safety risk, and (5) complies with all zoning, ROW, and other applicable requirements.
5. Wireless Facility Compensation. Unless otherwise established by the City Council, compensation to the City shall be as follows unless otherwise lawfully provided for in the agreement authorizing such use:
  - a. If the Small Wireless Facility is to be located on a City owned structure, a pole

attachment agreement or other authorization shall be required with terms including insurance, indemnification, and a monthly payment as provided for in the fee schedule found in Section 805.050, per attachment or such other compensation as may be lawfully provided for in such agreement or authorization;

- b. Pursuant to its authority including under Section 67.1830(6)(f), RSMo., and as may be authorized by Section 67.5094(11), RSMo., the ROW User wishing to install Small Wireless Facilities within the Rights-of-Way shall also pay to the City, in addition to the fees herein, a one-time administrative and zoning fee as provided for in the fee schedule found in Section 805.050, per each wireless Antenna installation to partly cover the City's costs and risks, including as may relate to the use of City Rights-of-Way.
- 6. Application Requirements. Any application including one (1) or more wireless Antennas or Facilities shall include all requirements: (1) for installation of any Facilities in the ROW as set forth in this Chapter, (2) of this Section, and (3) for installation of wireless Antennas and Facilities set forth in the Uniform Wireless Communications Infrastructure Deployment Act (Sections 67.5090, et seq., RSMo.), Zoning Code, and other applicable law including written proof of consent of landowner (copy of the ROW Use Agreement) and of structure owner (document authorizing use of the structure).
- K. ~~J.~~ Limited Space. The City shall have the power to prohibit or limit the placement of new or additional equipment or Facilities in the Rights-of-Way if there is insufficient space to accommodate all of the requests of potential ROW Users, based on the public interest, public health and safety, the public's priority needs for the particular service, the condition of the Rights-of-Way, the time of year with respect to essential utilities, the protection of existing equipment, and future plans for City projects in the public interest.
- L. ~~K.~~ Exclusion Of Certain Locations/Facilities. To the extent not prohibited by applicable law, prior to its installation of any Facilities in the Rights-of-Way, and after Applicant provides the City with its proposed plans, the City may, in its discretion, designate certain locations or Facilities in the Rights-of-Way to be excluded from use by the ROW User, including, but not limited to, ornamental or similar specially-designed street lights or other Facilities or locations which, in the reasonable judgment of the Director, do not have electrical service adequate or appropriate for the provider's Facilities, or cannot safely bear the weight or wind loading thereof, or any other Facility or location that in the reasonable judgment of the Director is incompatible with the proposed Facilities, or would be rendered unsafe or unstable by the installation. The Director may further exclude certain other Facilities that have been designated or planned for other use or are not otherwise available for use by the ROW User due to engineering, technological, proprietary, legal, or other limitations or restrictions as may be reasonably determined by the City. In the event such exclusions conflict with the reasonable requirements of the ROW User, the City will cooperate in good faith with the ROW User to attempt to find suitable alternatives, if available, provided that the City shall not be required to incur financial cost nor require the City to acquire new locations for the ROW User.
- M. ~~L.~~ Location, Type, And Design Of Facilities Subject To Approval. The design, location, and nature of all Facilities shall be subject to the review and approval of the Director. Such review shall be on a non-discriminatory basis in application of City policy and approvals shall not be unreasonably withheld. Except as provided herein, all Facilities constructed after the date of this Chapter shall be placed underground, and in conduit, where capable. City height limitations,

applicable zoning restrictions, and general City policies with regard to all users of the Rights-of-Way shall also be applicable to all Facilities. The Director may establish such regulations or policies as may be deemed necessary or appropriate to affect this provision.

- N. ~~M.~~ **Guarantee Of Work.** Every Person to whom an Excavation Permit has been granted or otherwise performed Excavations, shall guarantee for a period of ~~onefour~~ **(1)(4)** years the restoration of the Rights-of-Way in the area where such Person conducted an Excavation and performed the restoration. Such Person shall guarantee and pay for the restoration of the Rights-of-Way against sagging, buckling, deterioration, and other premature failures of the restoration. During said guarantee period, the ROW User shall, upon notification from the Director, correct all restoration, Excavation, or work to the extent necessary, using any method as required by the Director. All repairs shall be completed within two (2) weeks after the street is cut (not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonable or unreasonable) unless a two (2) week time extension is authorized by the Director. In the event the ROW User is required to perform new restoration pursuant to the foregoing guarantee, the Director shall have the authority to extend the guarantee period for such new restoration for up to an additional forty-eight (48) months, or other greater period allowed by law, from the date of the new restoration, if the Director determines there was action by the ROW User not to comply with the conditions of the Excavation Permit and any restoration requirements. The guarantee period shall be applicable to failure of the pavement surface as well as failure below the pavement surface.
- O. ~~N.~~ **Barricades And Lights.**
1. Generally. No person shall make any Excavation in, on, across or adjoining any Rights-of-Way and shall leave such Excavation open and unguarded. Warning devices shall be placed in accordance with the Manual of Uniform Traffic Control Devices.
  2. Removal, Etc. No unauthorized person shall remove, break, or extinguish any lantern or danger Digna 1 which has been placed on any Rights-of-Way to protect persons against accidents.
- P. ~~O.~~ **Limit Number Of ROW Users.** To the extent not prohibited by law, the City may limit the number of users in the Rights-of-Way in a competitively neutral manner, based upon, but not necessarily limited to, specific local considerations such as:
1. The capacity of the Rights-of-Way to accommodate current or future Facilities, public improvements, or public use;
  2. The impact on the community of the volume of Facilities in the Rights-of-Way;
  3. The disruption arising from the use of or numerous Excavations of the Rights-of-Way; or
  4. Any other consideration based upon the interests of the public safety and welfare.
- Q. ~~P.~~ **Interference Control.** The Person performing Excavation shall cause the Excavation to be done with the least possible injury to the pavement, sidewalk, curbing, parkway, or other surface and shall place the materials from the Excavation where they will cause the least possible inconvenience to the public and permit the uninterrupted passage of water along the gutters. The width of the Excavation shall be no greater than is necessary for doing the work. No Person shall open or encumber more of the Rights-of-Way than is reasonably necessary to complete the Excavation or ROW Work in the most expeditious manner or allow an Excavation to remain open longer than is necessary to complete the work.

- R. ~~Q.~~ Erosion Control. Before new Excavation or construction is commenced and until sodding, planting, concreting, paving, or other final surfacing is in place, which will avoid washing or spreading of dirt and mud onto other property, sidewalks, curbs, gutters, streets, and the Rights-of-Way, the Person performing Excavation shall erect and maintain approved temporary erosion control measures to prevent such washing or spreading of materials. At the end of each day and as required throughout the day during the course of Excavating or construction, dirt and mud on the sidewalks, curbs, gutters, streets, and the Rights-of-Way resulting from work must be removed.
- S. ~~R.~~ Mapping Of Facilities. Upon completion of the ROW work involving installation of new Facilities, the ROW User shall supply the City copies of as-built and detailed maps showing the exact location of Facilities installed in the ROW.

#### **515.090 ROW User Responsibilities And Requirements**

- A. Insurance; Exceptions. Except as provided in this Section, each ROW User shall provide, at its sole expense, and maintain during the term of any ROW Use Agreement or Franchise or anytime the ROW User has Facilities in the ROW, commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect the ROW User, the City, and the City's officials, officers, and employees from claims which may arise from such use of the ROW, whether such operations are by the ROW User, its officers, directors, employees and agents, or any contractors or subcontractors of the ROW User. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all ROW User operations, products, services or use of automobiles, or construction equipment. The amount of insurance for single limit coverage applying to bodily and personal injury and property damage shall be in no event less than the individual and combined sovereign immunity limits established by Section 537.610, RSMo., for political subdivisions; provided that nothing herein shall be deemed to waive the City's sovereign immunity. An endorsement which states that the City as an additional insured with full and equivalent coverage as the insured under the insured's policy and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without thirty (30) days' advance written notice of such event being given to the Director, along with copies of the policy and all other documentation, shall be provided. If the Person is self-insured, it shall provide the City proof of compliance regarding its ability to self-insure and proof of its ability to provide coverage in the above amounts. Any self-insurance or deductible above fifty thousand dollars (\$50,000.00) must be declared to and pre-approved by the City. The insurance requirements in this Section or otherwise shall not apply to a ROW User to the extent and for such period as the ROW User is exempted from such requirements pursuant to Section 67.1830(6)(a), RSMo., and has on file with the City Clerk an affidavit certifying that ROW User has twenty-five million dollars (\$25,000,000.00) in net assets and is otherwise therefore so exempted unless otherwise provided by a ROW Use Agreement or Franchise. The City reserves the right to waive any and all requirements under this Section when deemed to be in the public interest.
- B. Performance Bond; Exceptions. Except as otherwise may be required by law for ROW Users who have on file with the City Clerk an affidavit certifying that the ROW User has twenty-five million dollars (\$25,000,000.00) in net assets and is otherwise therefore so exempted, the Person shall at all times during the term of the Excavation Permit, and for ~~onefour~~ **(1)(4)** years thereafter,

maintain a performance and maintenance bond in a form approved by the City Attorney. The amount of the bond shall be ~~ten twenty-five~~ thousand dollars (~~\$2510,000.00~~) or the value of the restoration as determined by the Director, whichever is greater, conditioned upon the Person's faithful performance of the provisions, terms, and conditions conferred by this Chapter. Unless otherwise established in the Excavation Permit, an annual bond in an amount of one hundred thousand dollars (~~\$100,000.00~~) automatically renewed yearly during this period shall satisfy the requirement of this Section. The City shall be entitled to recover under the terms of such bond the full amount of any loss and damage occasioned from violation of the Excavation Permit or provisions of this Chapter. Copies of the performance bond and all other documentation demonstrating compliance with this requirement shall be provided to the City to be on file with the City Clerk.

- C. Indemnification. Every ROW User, as a condition of use of the Rights-of-Way, shall at its sole cost and expense fully indemnify, protect, defend (with counsel acceptable to the City) and hold harmless the City, its municipal officials, officers, employees and agents, from and against any and all claims, demands, suits, proceedings, and actions, liability and judgment by other Persons for damages, losses, costs, and expenses, including attorney fees, arising, directly or indirectly, in whole or in part, from the action or inaction of the ROW User, its agents, representatives, employees, contractors, subcontractors or any other Person for whose acts the ROW User may be liable, in constructing, operating, maintaining, repairing, restoring or removing Facilities, or use of the Rights-of-Way or the activities performed, or failed to be performed, by the ROW User under this Chapter or applicable law, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors. Nothing herein shall be deemed to prevent the City, or any agent from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not, under any circumstances, relieve the Person from the duty to defend against liability or its duty to pay any judgment entered against the City or its agents. This indemnification shall survive the expiration or termination of any ROW Use Agreement, Franchise, License, Permit, or other authorization for a period of five (5) years after the effective date of expiration or termination.
- D. ROW User Responsible For Costs. The ROW User shall be responsible for all reasonable costs borne by the City that are directly associated with ROW User's installation, Maintenance, repair, operation, use, and replacement of its Facilities in the Rights-of-Way that are not otherwise accounted for as part of the Permit fee established pursuant to this Chapter, to the extent permitted by law. All such costs shall be itemized and the City's books and records related to these costs shall be made available upon request of the ROW User.
- E. Maintenance Of Facilities. Each Row User shall maintain its Facilities in good and safe condition and in a manner that complies with all applicable Federal, State, and local requirements.
- F. Tree And Landscape Protection. Unless otherwise approved in writing by the City, a ROW User shall neither remove, cut, nor damage any trees or other landscaping, or their roots, in and along the ROW and public places of the City. Tree trimming and landscape pruning may be permitted to occur only after prior written notice to the City of the extent of trimming and pruning to be performed and the prior written approval thereof by the City. The type and extent of trimming and pruning shall be in accordance with the requirements of the City. In the event the Person severely disturbs or damages any tree or other landscaping in the Rights-of-Way to the detriment of its health and safety, the Person shall be required to remove and replace such of like size at the Person's cost. The location, size, and species of any replacement landscaping shall

be as approved by the Director, unless the Director approves an equivalent monetary payment in lieu of replanting. In reviewing any Permit application, the City may require the Applicant to directionally bore around or otherwise avoid disturbance to any tree or landscaping, existing Facility, or other protected area in the Rights-of-Way.

- G. Zoning, Safety, And Building Code Compliance. ROW Users shall at all times be subject to the lawful exercise of the police powers of the City, including but not limited to all police powers regarding zoning, supervision of the restoration of the Rights-of-Way, building and safety regulations, and control of the Rights-of-Way. Installation of all Facilities in the Rights-of-Way are subject to and must be in compliance with all zoning and safety and building code requirements. For applications for installation of any Facility in the Rights-of-Way: (1) the most restrictive adjacent underlying zoning district classification shall apply unless otherwise specifically zoned and designated on the official zoning map, and (2) no application shall be submitted for approval without attaching the City's consent to use the Rights-of-Way for the specific construction application in accordance with Chapter 67, RSMo. No action or omission of the City shall operate as a future waiver of any rights of the City under this Chapter. Except where rights are expressly granted or waived by a Permit, they are reserved, whether or not expressly enumerated.
- H. Law Compliance. Each ROW User shall comply with all applicable Federal and State laws and regulations and rules as well as all City ordinances, resolutions, rules, and regulations heretofore and hereafter adopted or established.
- I. No Cause Of Action Against The City. A ROW User shall have no damages remedy or monetary recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of any ROW Use Agreement or Franchise, or because of the enforcement thereof by said City, or from the use of the Rights-of-Way. Nothing herein shall preclude the ROW User from seeking injunctive or declaratory judgment relief against the City where such relief is otherwise available and the requirements therefor are otherwise satisfied.
- J. Responsible For Subcontractors. If Excavation or Facilities Maintenance is being done for the ROW User by another Person, a subcontractor or otherwise, the ROW User shall be responsible for ensuring that the Excavation or Facilities Maintenance of said Person is performed consistent with its Permit and applicable law (including that the contractor shall be properly licensed under the State of Missouri and local ordinances) and shall be responsible for promptly correcting acts or omissions by said Person.
- K. **All earth, materials, sidewalks, paving, crossings, utilities, other public improvements, public facilities or improvements of any kind damaged or removed by the ROW user shall be fully repaired or replaced promptly by the ROW user at its sole expense and to the reasonable satisfaction of the City. Upon determination by the Director, that such repair or replacement is a public safety matter, all such repair or replacement shall be corrected within twenty-four (24) hours of notice from the City. The Director may direct the City, or the City's contractors or authorized agents, to make such repair or replacement and bill the ROW user for the City's costs incurred in connection with the repair or replacement. The Director has the authority to inspect the repair or replacement upon completion, and if necessary, to require the ROW user to perform any additional repairs or work as deemed necessary by the Director.**

#### **515.110 Inspections, Stop Work Orders, Appeals, And Penalties**

- A. Inspections. All ROW work and Facilities shall be subject to inspection by the City and the supervision of all Federal, State, and local authorities having jurisdiction in such matters to



ensure compliance with all applicable laws, ordinances, departmental rules and regulations, and the ROW Permit.

- B. Stop Work Orders. The Director shall have full access to all portions of the ROW work and may issue stop work orders and corrective orders to prevent unauthorized work or substandard work as established herein. Except in cases of an emergency or with approval of the Director, no ROW work may be done in violation of a stop work order issued by the Director. Such orders:
1. May be delivered in person to the ROW User or person in charge of construction site. ~~personally or by~~ If ROW user is not on site, notification shall be sent via certified mail to the address(es) listed on the application for the ROW Permit or the Person in charge of the construction site at the time of delivery;
  2. ~~Shall state that substandard work or work not authorized by the ROW Permit is being carried out, summarize the substandard or unauthorized work, and provide~~ notice that no additional work may be done except to rectify substandard work, or damage resulting from work ~~a period of no longer than thirty (30) days to cure the problem, which cure period may be immediate if certain activities must be stopped to protect the public safety; and~~
  3. May be enforced by equitable action in Circuit Court and in such case the Person responsible for the substandard or unauthorized work shall be liable for all costs and expenses incurred by the City in enforcing such orders, including reasonable attorneys' fees, in addition to any and all penalties established in this Chapter.
- C. Appeals. Unless otherwise required by law, the review procedures set forth in Chapter **430** shall govern appeals by an aggrieved Person of a final action of the Director or any other City official, officer, Council, Board, or commission that are claimed by an aggrieved Person to be unlawful or an unconstitutional taking of property without compensation. To the fullest extent permitted by law, the review procedures of Article VIII shall be exhausted before any action may be filed in any court against the City or its officers, employees, boards, officials or commissions.
- D. Violations; Penalties. In addition to any other penalties and remedies for violations that may exist in law or equity, any Person that violates any provision of this Chapter shall be subject to such penalties as set forth in Section **100.220** of the City Code per day for each and every day the violation exists or continues.

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

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

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

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

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

**Attest:**

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

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

**Approved as to Form:**

\_\_\_\_\_  


Megan McCullough, City Attorney

**Final Passage and Vote:**

## UTILITY PRECONSTRUCTION MEETING

### A. Prior to construction.

1. A City Business License is required.
  - a. This includes subcontractors.

### B. During construction.

1. Road closures.
  - a. Local Streets – Notify the city of a minimum of 48 hours prior to closing.
  - b. State Routes – Approval from MoDOT is required.
  - c. Flaggers may be required for traffic control. Please check with the city.

### C. 1. Clean up.

- a. Sweeping/Cleaning may be required per City request.

Disposal of construction debris will be the responsibility of the contractor. The city does not provide a location to dump debris. Please have a plan in place.

### D. Seeding.

- a. Spring season March 1 – June 15
- b. Fall season September 1 – October 31
- c. Seeding outside these areas may require return trips as the contractor is responsible for grass until it starts to grow.

### E. General construction.

1. Door hangers will be provided to all customers, with contact information from an onsite supervisor or manager.
2. There will be a safety coordination meeting every other Thursday at 8:00 am. All contractors will be required to have a representative attend unless permission is given by the city to miss due to unseen circumstances. If you don't attend, you don't work.
3. There will be no holiday or Sunday work unless authorized by the Builds Administrator or by the R/W manager- inspector.
4. Work will be done between the hours of 6:00am to 6:00 pm. Any work performed outside of these hours will need prior authorization from the City Administrator or R/W manager- inspector.
5. There will be no digging without all notified utilities being marked.
6. All utilities will be potholed before digging begins.
7. Contractor is responsible for knowing where utilities, easements, and R/W are before digging.
8. Before leaving the drill site, the Contractor is responsible for securing all hoses, clamps, and keys to the drill.
9. The drill and all holes will be secure with netting around drill and holes before leaving the drill site.
10. Permission must be obtained from the homeowner to leave drill on their property, before doing so.
11. All work must be white lined before work begins.
12. Before crossing any high-profile gas, water, or sewer, Proper authorities must be notified before digging as required.

13. Core hole drilling contractor is responsible for filling in holes immediately after drilling is completed.

14. As-builts will be provided on completion of work by the contractor.

16. Any violations of the above could result in written warnings or stop work orders being issued.





## AGENDA ITEM ANALYSIS

Project/Issue Name: 23-47 An Ordinance of the City Council Approving Amendment of the Zoning Code and Official Map by Changing the Classification of Approximately 28.88 Acres, Located at the 7200 Block of West Farm Road 170, from Kirkwood Estates Planned Development District (PDD 22-003) to Kirkwood Estates Planned Development District (PDD 23-005).

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: October 17, 2023

### Issue Statement

Kyle Kirk and Kirk Werks, LLC have applied to change the Zoning Classification of approximately (28.88) acres of property located at the 7200 Block of West Farm Road 170 from Kirkwood Estates Planned Development District (PDD) to **Amended Kirkwood Estates Planned Development District (PDD)**.

The property subject to this Rezoning Application is comprised of approximately **(28.88) acres** of land located at the 7200 Block of West Farm Road 170, which consists of a total of 4 parcels. The current zoning for the site is Kirkwood Estates Planned Development District (PDD). Lot 1 is the site of Kirk's Collision Center, an Auto Repair Shop, while the remaining lots are all vacant.

### Applicant's Proposal

The City Council approved a previous Development Plan for this site on July 26 of 2022, by the same applicant, that is very similar in use and design to the proposed plan. The new proposal includes a reconfiguration of the residential portion of the Development Plan that allows for 50 lots (lots 7 – 56) adhering to the required standards of the Medium-Density Single-Family Residential (R1-M) Zoning District. Lots 1 – 6 remain as commercial use lots that will meet the City of Republic's General Commercial (C-2) Zoning District regulations. A more thorough summary is contained in the following paragraph.

The Applicant is proposing the Rezoning of this property to a Planned Development District (PDD) that will consist of two separate uses: commercial and single-family residential. Lots 1 – 6 (10.26 acres) are designated as commercial use lots and will adhere to the City's General Commercial (C-2) Zoning District regulations. Lots 7 – 56 (11.72 acres) are designated as residential use lots and will adhere to the City's Single-Family Medium-Density Residential (R1-M) Zoning District regulations. Screening and parking requirements will be in compliance with the City of Republic's adopted Municipal Code. The Development Plan also contains new water, sanitary sewer, and stormwater systems to support the

development, the required Secondary Arterial Street (Bailey Avenue), and Local Streets to support the development.

Specifically, the Applicant's proposal includes the following elements:

- **Lots 1 – 6: General Commercial (C-2)**
  - Note: Compliance with the General Commercial (C-2) District Regulations
  - Total Area: 10.26 acres
  - Total Lots: 6
  - Permitted Uses: General Commercial (C-2)
- **Lots 7 – 56: Medium Density Single-Family Residential (R1-M)**
  - Note: Compliance with the Medium Density Single-Family Residential District (R1-M) Regulations
  - Total Area: 11.72 acres
  - Total Lots: 50
  - Permitted Uses: Single-Family Residential
  - Density: 4.2 Dwelling Units/Acre

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

#### **Consistency with the Planned Development District (PDD) Ordinance**

The purpose of the Planned Development Regulations is to allow for mixed-use, unconventional, or innovative arrangements of land and public facilities, which would be difficult to develop under the conventional land use and development regulations of the City.

Planned Unit Developments must demonstrate substantial congruence with each of the following conditions in order to be considered eligible for approval:

- The proposed Development Plan shall involve a mixture or variation of land uses or densities.
  - Kirkwood Estates is a residential and commercial mixed-use development consisting of single-family and commercial lots.
- The proposed Development Plan shall involve the provision of all infrastructure deemed necessary to adequately serve the potential development.
  - The Kirkwood Estates PDD Development Plan includes provisions for municipal water and sewer services, a plan for stormwater management, and the construction and dedication of a Secondary Arterial Street (Bailey Avenue), identified in the City's Major Thoroughfare Plan.
- The proposed Development Plan shall involve design elements that promote the City of Republic's Comprehensive Plan and other adopted plans of the City.
  - The City of Republic's Comprehensive and Land Use Plans promote the expansion of commercial and residential development at locations supported by the City's water,



sanitary sewer, and transportation networks; the Kirkwood Estates Development can be adequately supported by the City's capacities for water, sewer, and transportation.

- The proposed Development Plan shall involve design elements intended to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to preserve features of historical significance; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public improvements.
  - The Kirkwood Estates Development Plan includes the construction of a Secondary Arterial City Street (Bailey Avenue) identified on the City's Major Thoroughfare Plan. The street will connect the development from East US Highway 60 to West Farm Road 170 and then to the south property line of the development.

#### **Consistency with the Comprehensive Plan**

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

The 2021 Comprehensive Plan and Land Use Plan identifies Land Use Goals and Objectives relating to development, as follows:

- **Goal:** Support market conditions to develop a greater variety of residential options
  - **Objective:** Support a variety of housing developments and styles to ensure a range of options are available
- **Goal:** Support new development that is well-connected to the existing community
  - **Objective:** Encourage development that improves and expands upon existing infrastructure
  - **Objective:** Promote development aligning with current adopted plans of the City
  - **Objective:** Support the development of vacant parcels as opportunities for densification that is harmonious with surrounding development
- **Goal:** Recognize potential infill sites as opportunities for development
  - **Objective:** Support the development of vacant parcels as opportunities for densification that is harmonious with surrounding development

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

The subject site is surrounded by existing agricultural, commercial, and residential zoned properties and uses:



- North: East US Highway 60 frontage
- South: Greene County Agricultural
- East: Medium Density Single-Family Residential (R1-M); Greene County General Commercial
- West: Local Commercial (C-1) and General Commercial (C-2); Greene County General Commercial

The land uses permitted in the Applicant's proposal are considered to be generally compatible with the surrounding agricultural and residential zoned properties and uses in proximity to the subject parcel.

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

**Municipal Water and Sewer Service:** Portions of the proposed development are currently served by City of Republic sanitary sewer and water service; the remaining portions of the development not currently served by these utilities are in proximity to these services.

The proposed development will connect to existing gravity sanitary sewer mains in the area; the effluent will travel from the development to the McElhaney Lift Station and then to the Shuyler Creek Lift Station before being pumped to the Wastewater Treatment Facility.

The development will be served via a looped water system, connecting to existing water mains parallel to East US Highway 60 and West Farm Road 170 and to an existing water main located in the subdivision to the east. The exact location and size of the water mains required to serve the development will be determined during the infrastructure design process.

**The Water System, the existing Lift Stations, and the Wastewater Treatment Facility have sufficient capacity to serve the proposed development at full build-out.**

**Transportation:** The Development Plan includes the construction and dedication of a new Secondary Arterial within the development area, known as Bailey Avenue, identified in the City's Major Thoroughfare and Transportation Plans, in addition to multiple Local Streets to serve Lots within the development.

The Applicant provided a Traffic Impact Study (TIS) Memo, reviewed by MODOT and the City of Republic, to analyze the impact of the traffic generated from the proposed development. The results of the TIS Memo indicate the development warrants a Right-In/Right-Out (RIRO) at the intersection with East US Highway 60. These improvements are required during the initial phase of construction of Bailey Avenue from West Farm Road 170 to East US Highway 60. The transportation improvements required to support the development are the responsibility of the Developer.

The City will be working with MODOT and the Applicant throughout the development process, including during construction of the required transportation improvements to support the development.

No parcel within the development will have direct access to East US Highway 60 or West Farm Road 170.

**Stormwater:** The Development Plan contains areas designated for stormwater retention/detention, designed to accommodate stormwater generated by the development. Additional stormwater areas



and/or easements may be required through the engineering design process. The stormwater retention/detention areas, drainage easements, and all open space/common areas will be owned and maintained by the Developer and/or a Property Owners Association.

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

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

All developments must include site design providing for sufficient emergency vehicle access as well as fire protection facilities (e.g. fire hydrants). **Additional elements of code compliance, evaluated at the time of infrastructure design, impacting the development of the subject property, include, but are not limited to, the City's Zoning Regulations, adopted Fire Code, and adopted Building Code.** The next steps in the process of development of the subject parcel, upon a favorable rezoning outcome, will be the development, review, and approval of an Infrastructure Permit for the construction of utility services and roads.

#### **Recommended Action**

Staff considers the **proposed Zoning Map Amendment (Rezoning to Planned Development District)** to be generally consistent with the **goals and objectives of the Comprehensive and Land Use Plans**, generally consistent with the **trend of development in the vicinity of the site**, generally **compatible with surrounding land uses**, and **able to be adequately served by municipal facilities**. Specifically, the proposed development can be adequately served by the City's municipal water and sanitary sewer.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING AMENDMENT OF THE ZONING CODE AND OFFICIAL MAP BY CHANGING THE CLASSIFICATION OF APPROXIMATELY 28.88 ACRES OF PROPERTY, LOCATED AT THE 7200 BLOCK OF WEST FARM ROAD 170, FROM KIRKWOOD ESTATES PLANNED DEVELOPMENT DISTRICT (PDD 22-003) TO KIRKWOOD ESTATES PLANNED DEVELOPMENT DISTRICT (PDD 23-005)**

**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**, in 2022, Kyle Kirk and Kirk Werks, LLC (together, “Applicant”) submitted an application to the City’s BUILDS Department to rezone approximately 28.88 acres of real property located at the 7200 Block of West Farm Road 170 in Republic, Missouri (“Property”), from Agricultural (AG) and General Commercial (C-2) to Kirkwood Estates Planned Development District (PDD), identified as PDD 22-003; and

**WHEREAS**, on or about July 26, 2022, City Council approved the application for PDD 22-003 and accompanying Development Plan, via Ordinance 22-46; and

**WHEREAS**, the Applicant recently submitted an application (“Application”) to amend the Development Plan for the Kirkwood Estates PDD, the approval of which requires amendment to the zoning classification of the Property under the provisions of Chapter 405, Article 405-IV of the Republic Municipal Code; and

**WHEREAS**, based upon the substance of the proposed amendments to the Development Plan, pursuant to Republic Municipal Code § 405.250(C), the City submitted the Application and proposed amended Development Plan to the Planning and Zoning Commission (“PZ Commission”) and set a public hearing on the application for October 2, 2023; and

**WHEREAS**, on or about September 20, 2023, pursuant to Republic Municipal Code § 405.980, the City published notice of the time and date for the public hearing in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the public hearing; and

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

**WHEREAS**, on October 2, 2023, the PZ Commission conducted the public hearing on the Application and proposed amended Development Plan, after which the PZ Commission rendered written findings of fact on the Application, amended Development Plan, and rezoning and subsequently submitted those findings, along with its recommendations, to the Council; and

**WHEREAS**, the PZ Commission, by a vote of 5 Ayes to 0 Nays, recommended approval of the Application and the amended Development Plan; and

**WHEREAS**, the Application and proposed Amended Development Plan was submitted to the City Council for a first reading at its regular meeting on October 3, 2023, and a second reading at its regular meeting on October 17, 2023, after which the City Council voted to approve the amended Development Plan and amend the Zoning Code consistent with the Application.

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

**Section 1:** The Zoning Code and Official Zoning Map are hereby amended to reflect the rezoning of the real property tract comprising of approximately 28.88 acres, located at the 7200 Block of West Farm Road 170, more fully described in the legal description herein below, from Kirkwood Estates Planned Development District (PDD) (identified as PDD 22-003), to Kirkwood Estates Planned Development District (PDD) (identified as PDD 23-005):

**BLOCK A DESCRIPTION:**

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 28, RANGE 23 WEST IN GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING COTTON PICKER SPINDLE MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 28 NORTH, RANGE 23 WEST; THENCE N01°54'00"W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, 20.00 FEET; THENCE LEAVING SAID EAST LINE, N88°29'47"W, 667.50 FEET TO A 5/8-INCH IRON PIN (CAPPED "PLS-2007017965") ON THE NORTH RIGHT-OF-WAY LINE OF FARM ROAD 170; THENCE N1°54'00"W, 20.00 FEET TO A 5/8-INCH IRON PIN (CAPPED "PLS-2007017965"); THENCE N88°29'47"W ALONG SAID RIGHT-OF-WAY LINE, 202.98 FEET TO A 5/8-INCH IRON PIN (CAPPED "PLS-2007017965") FOR THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN; THENCE N88°29'28"W, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 463.11 FEET TO A 5/8-INCH IRON PIN (CAPPED "PLS-2007017965"); THENCE N1°55'25"E, A DISTANCE OF 340.21 FEET TO A 5/8-INCH IRON PIN (CAPPED "PLS-2007017965") ON THE SOUTH RIGHT-OF-WAY LINE EAST BOUND US HIGHWAY 60; THENCE N64°20'48"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF EAST BOUND US HIGHWAY 60, A DISTANCE OF 522.13 FEET TO A 5/8-INCH IRON PIN (CAPPED "PLS-2007017965"); THENCE S1°53'41"W, A DISTANCE OF 636.48 FEET TO THE POINT OF BEGINNING, CONTAINING 4.9 ACRES.

**BLOCK B DESCRIPTION:**

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28, RANGE 23 WEST IN GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A SURVEY MONUMENT CAPPED "PLS2190" MARKING THE SOUTHWEST CORNER OF LOT 14 OF OLDE TOWN AT THE KERR PLACE SUBDIVISION; THENCE N88°20'38"W, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28, RANGE 23, A DISTANCE OF 588.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N88°20'38"W, ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 215.20 FEET TO A SURVEY MONUMENT; THENCE N1°44'21"E, A DISTANCE OF 1309.32 FEET TO A SURVEY MONUMENT ON THE SOUTH RIGHT-OF-WAY LINE OF FARM ROAD 170; THENCE S88°07'01"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 218.98 FEET; THENCE S1°54'17"W, A DISTANCE OF 1308.46 FEET TO THE POINT OF BEGINNING, CONTAINING 6.5 ACRES.

**BLOCK C DESCRIPTION:**

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28, RANGE 23 WEST IN GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A SURVEY MONUMENT CAPPED "PLS 2190" MARKING THE SOUTHWEST OF LOT 14 OF OLDE TOWN AT THE KERR PLACE SUBDIVISION. THENCE N1°52'33"E, ALONG THE WEST LINE OF SAID SUBDIVISION, A DISTANCE TO 1306.13 FEET; THENCE N88°07'01"W, A DISTANCE OF 507.72 FEET; THENCE S01°54'17"W, A DISTANCE OF 1308.15 FEET TO A POINT ON THE SOUTH LINE OF THE NE1/4 OF THE NW1/4 OF SECTION 15, TOWNSHIP 28, RANGE 23; THENCE S88°20'38"E, A DISTANCE OF 508.38 FEET TO THE POINT OF BEGINNING, CONTAINING 15.3 ACRES.

- Section 2:** The Development Plan, attached to this Ordinance and labeled "Attachment 1," is hereby approved and adopted by the Council, along with any modifications and conditions imposed herein.
- Section 3:** Unless otherwise specifically defined by the approved Development Plan, the development of the tracts of realty contained herein will be regulated according to the requirements of the City of Republic's Municipal Code of Ordinances.
- Section 4:** In all other aspects other than those herein amended, modified, or changed, the Zoning Code and Official Zoning Map shall remain the same and continue in full force and effect.
- Section 5:** The whereas clauses are hereby specifically incorporated herein by reference.
- Section 6:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

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

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

**Attest:**

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

**Approved as to Form:**

  
\_\_\_\_\_

Megan McCullough, City Attorney

**Final Passage and Vote:**



ZONING REGULATIONS, USES, AND HEIGHT & AREA REQUIREMENTS

	C-2	R1-M
Minimum Lot Size	NA	9,000 s.f.
Front Setback	15'	25'
Rear Setback	15' (0)	25'
Side Street Setback at an Intersection of two Collector Class Streets or Greater	15'	25'
Side Street Setback at an Intersection of Local and Collector Class Streets	15'	20'
Side Street Setback at an Intersection of Local and Local Class Streets	15'	15'
Interior Yard Setback	6' (0)	6'
Minimum Lot Width	NA	80'
Minimum Cul-de-Sac Lot Width	NA	70' (0)
Minimum Lot Depth	NA	100'
Maximum Lot Coverage	90%	NA
Maximum Density (lots per acre)	NA	4.84
Minimum Distance Between Structures	NA	NA
Maximum Building Height	(0)	NA

(B) The minimum interior side or rear yard setback shall be as established in Section 405.540 unless the premises is located adjacent to a residential zoning district, in which case the minimum rear yard and side yard setback shall each be twenty-five (25) feet.

(D) No maximum building height unless the structure is adjacent to a single-family residential district, in which case the height of the structure shall remain below a forty-five degree (45°) bulk plane as measured from the boundary of the adjacent residential district.

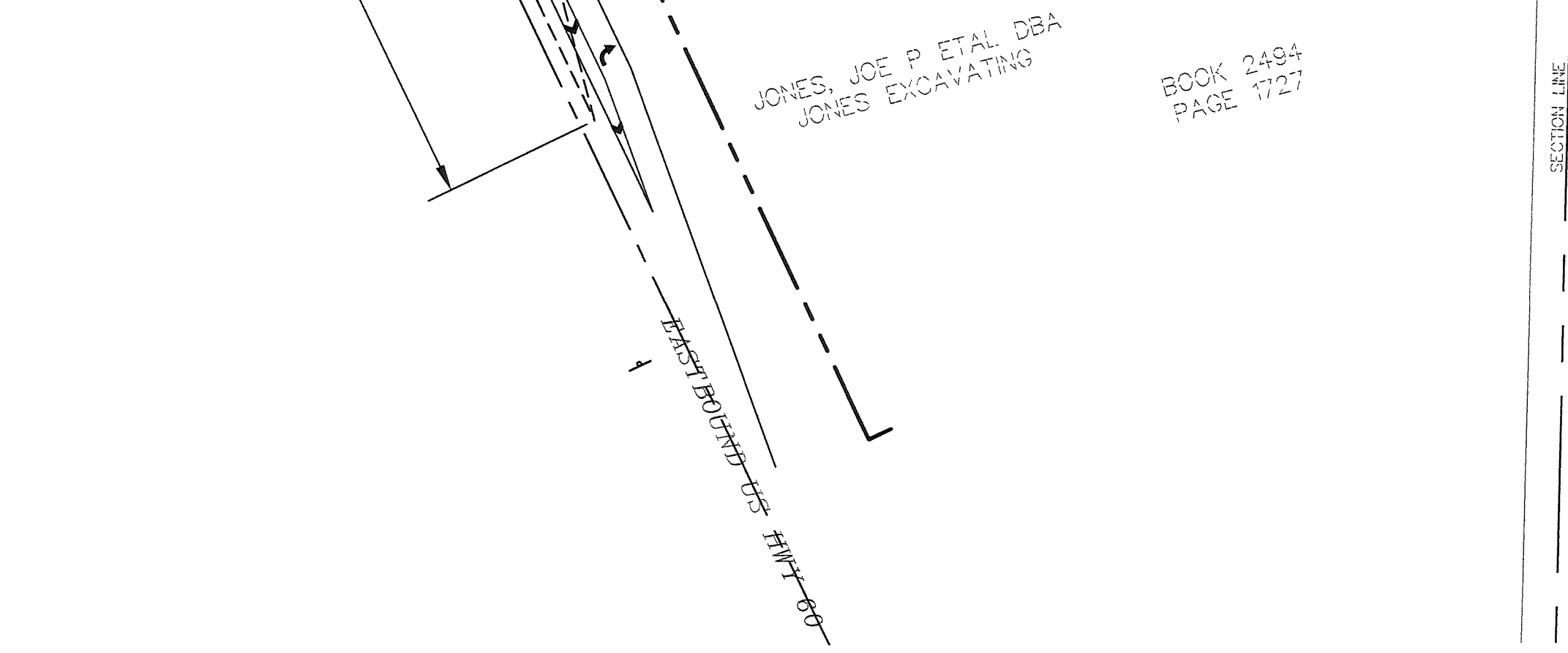
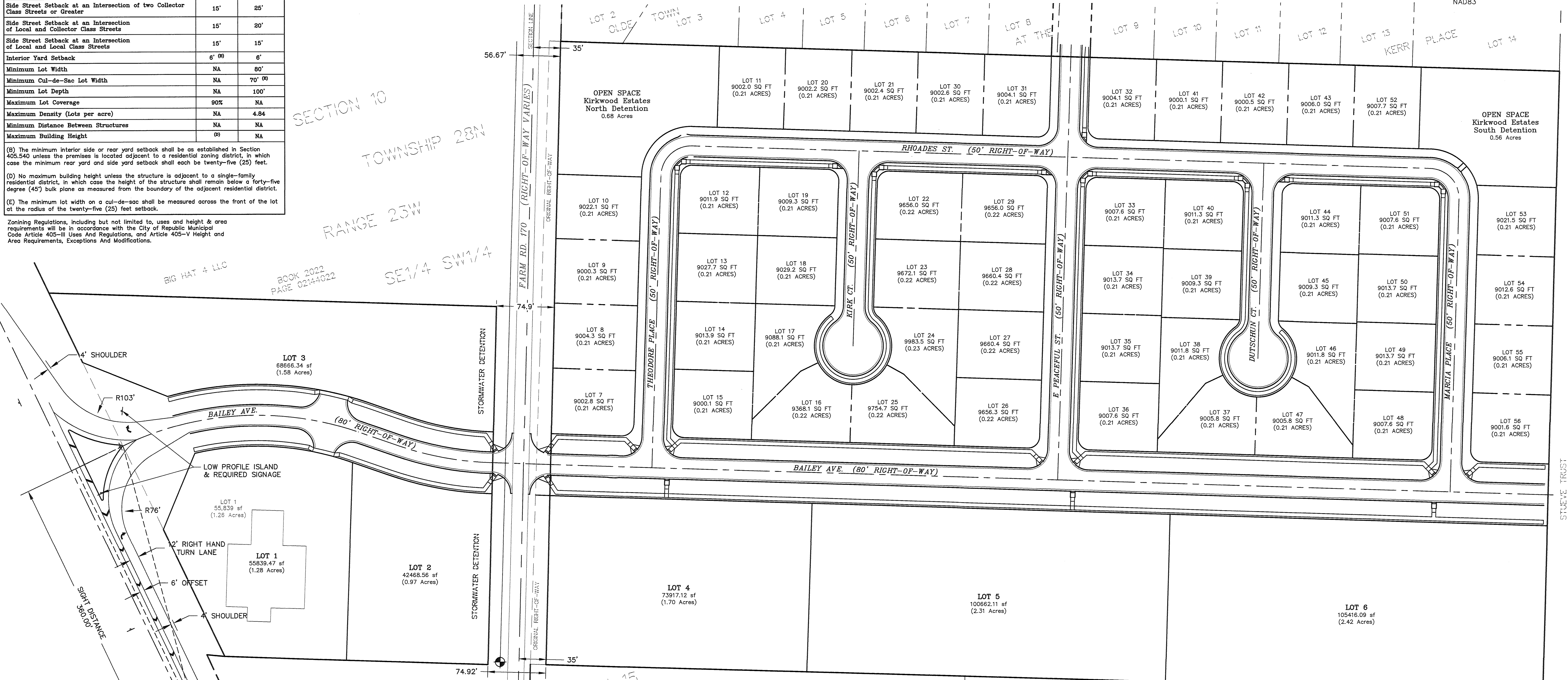
(E) The minimum lot width on a cul-de-sac shall be measured across the front of the lot at the radius of the twenty-five (25) feet setback.

Zoning Regulations, including but not limited to, uses and height & area requirements will be in accordance with the City of Republic Municipal Code Article 405-III Uses And Regulations, and Article 405-V Height and Area Requirements, Exceptions And Modifications.

DEVELOPMENT PLAN

AMENDED KIRKWOOD ESTATES

GRID NORTH  
MISSOURI STATE PLANE  
CENTRAL ZONE  
NAD83



DEVELOPMENT NOTES

Zoning Districts	
General Commercial (C-2)	LOTS 1-6 10.28 ACRES
Medium Density Single-Family Residential (R1-M)	LOTS 7-56 11.72 ACRES
Street Classifications	
Secondary Arterial Class Street (80' ROW)	Bailey Avenue
Local Class Street (50' ROW)	Kirk Court Peaceful Avenue Dutschun Court Meadows.....
General	
Sidewalks	5' wide and in accordance with the City of Republic Municipal Code Section 410.650.F Stormwater Regulations required per Section 410.650.F General Provisions, Coordination With Other Jurisdictions
10' Utility Easement	Inside Front Property Line of Each Lot

GENERAL NOTE: Compliance with Greene County Stormwater Regulations required per Section 410.650.F General Provisions, Coordination With Other Jurisdictions

NOTE: FLOODPLAIN DOES NOT EXIST ON THE SUBJECT TRACT. TRACT IS NOT WITHIN THE AIRPORT ZONE OR OTHER "SPECIAL DISTRICT" ZONES.

Landscaping, Screening, and Bufferyards

Landscaped Area Requirements	
Required Landscaped Area (percent)	Commercial (C-2) 10% Single-Family Residential 30%
Screening Requirements	
Zoning of Subject Lot	Zoning of Adjacent Lot
AG	AG RI-L RI-M RI-H RI-Z RI-R RI-S RI-MH C-OC-1C-2C-3M-1M-2
RI-L	NA NA NA NA NA NA NA NA NA NA NA NA NA NA NA NA
RI-M	NA NA NA NA NA NA NA NA NA NA NA NA NA NA NA NA
RI-H	NA NA NA NA NA NA NA NA NA NA NA NA NA NA NA NA
RI-Z	R A A A A NA NA NA NA NA NA NA NA NA NA NA NA
RI-S	R A A A A NA NA NA NA NA NA NA NA NA NA NA NA
RI-MH	R A A A A NA NA NA NA NA NA NA NA NA NA NA NA
C-OC-1	R A A A A A A NA NA NA NA NA NA NA NA NA NA NA
C-OC-2	R A A A A A A NA NA NA NA NA NA NA NA NA NA NA
C-OC-3	R A A A A A A NA NA NA NA NA NA NA NA NA NA NA
C-OC-4	R A A A A A A NA NA NA NA NA NA NA NA NA NA NA
C-OC-5	R A A A A A A NA NA NA NA NA NA NA NA NA NA NA
C-OC-6	R A A A A A A NA NA NA NA NA NA NA NA NA NA NA
C-OC-7	R A A A A A A NA NA NA NA NA NA NA NA NA NA NA
C-OC-8	R A A A A A A NA NA NA NA NA NA NA NA NA NA NA
C-OC-9	R A A A A A A NA NA NA NA NA NA NA NA NA NA NA
C-OC-10	R A A A A A A NA NA NA NA NA NA NA NA NA NA NA

TYPE A. An opaque screen is intended to exclude all visual contact between uses and to create a strong impression of special separation.

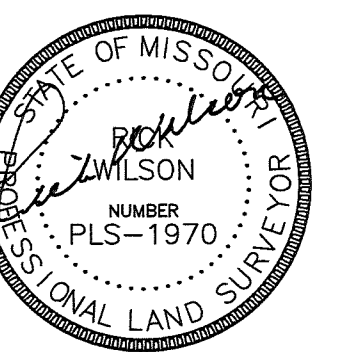
TYPE B. The semi-opaque screen is intended to partially block visual contact between uses and create a strong impression of the separation of spaces.

TYPE C. The broken screen is intended to create the impression of a separation of spaces without necessarily eliminating visual contact between the spaces.

Landscaping and Screening will be constructed in accordance with the City of Republic Municipal Code Article 405-X Landscaping And Screening.

PREPARED BY

SURVEYING/ ENGINEERING/ LAND PLANNING  
(417)-522-7870  
Email: Rick.Wilson@rwl-surveying.com  
1835 S. STEWART AVENUE, SUITE 124  
Springfield, Missouri 65804  
DRAWING NO.: WD-106-268  
JOB NO.: 2020-149  
DRAWN BY: CLD  
DATE: SEPTEMBER 22, 2023



9-21-23

STUEVE TRUST  
BOOK 2015  
PAGE 8032-16

MARY BROWN  
BOOK 2011  
PAGE 527-11



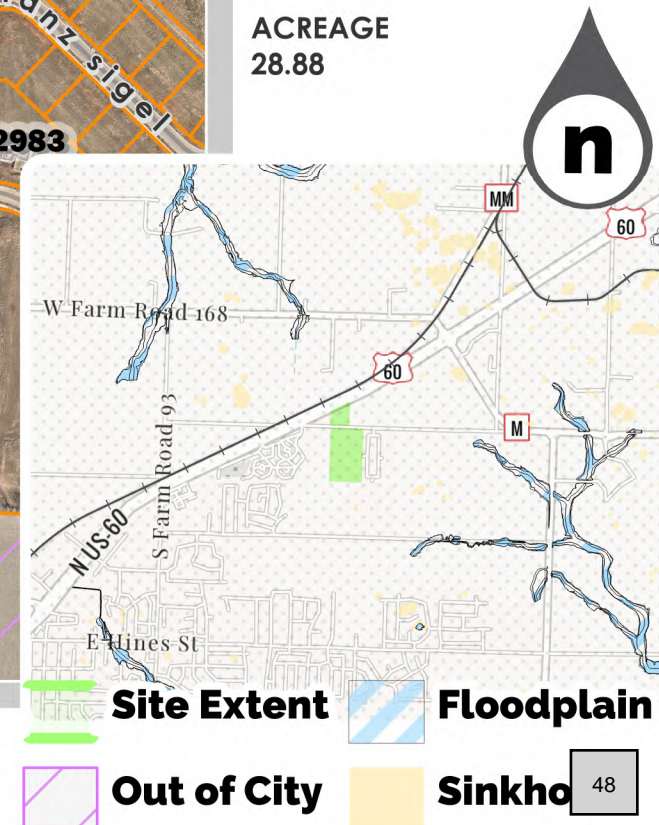
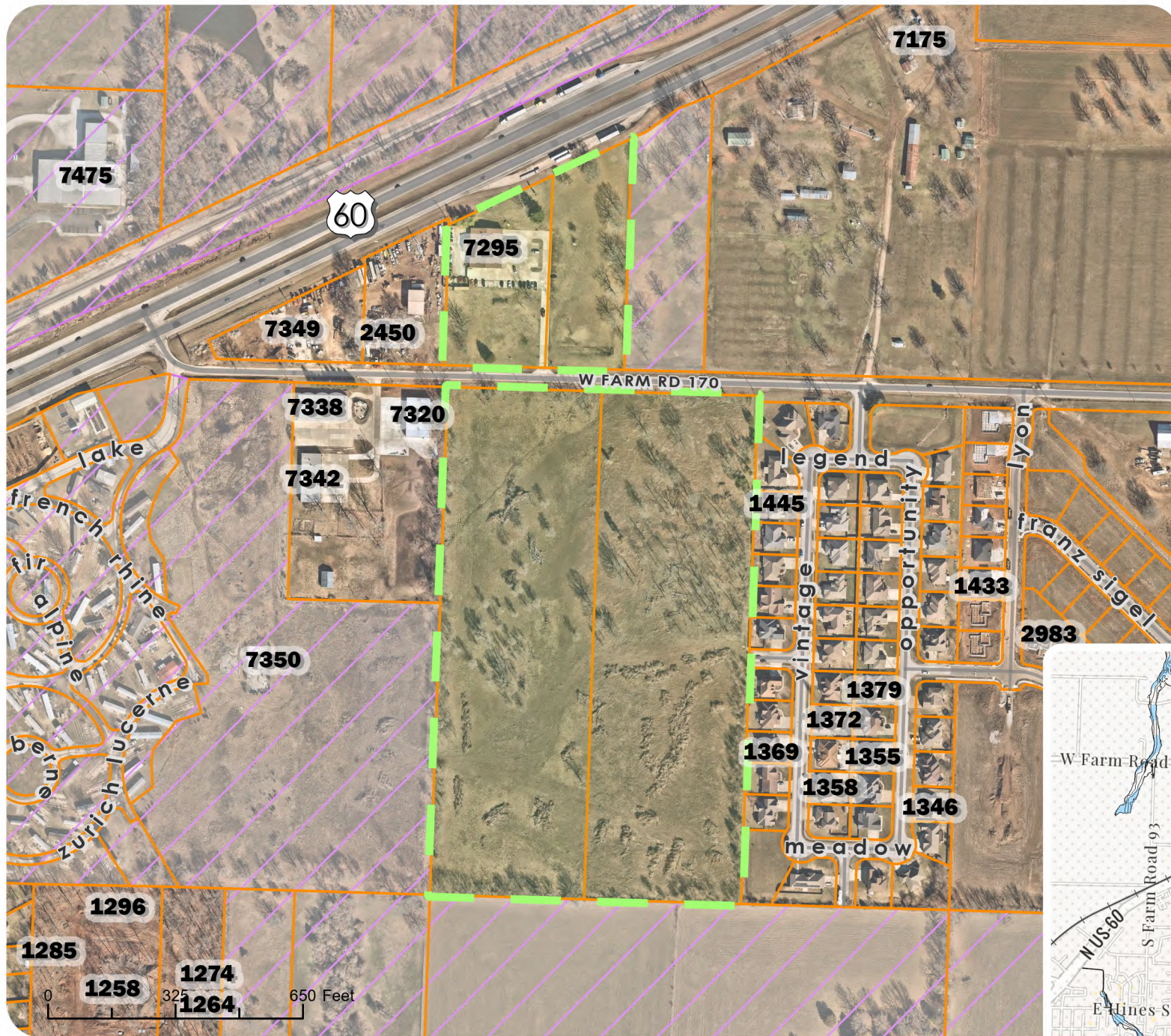
**Owner/Applicant**  
Kyle Kirk/Kirk Werks LLC

**ADDRESS**  
7200 Block of West Farm  
Road 170

**ZONING**  
KIRKWOOD ESTATES PDD |  
REQUESTED: AMENDED  
KIRKWOOD ESTATES PDD

**WARD**  
1

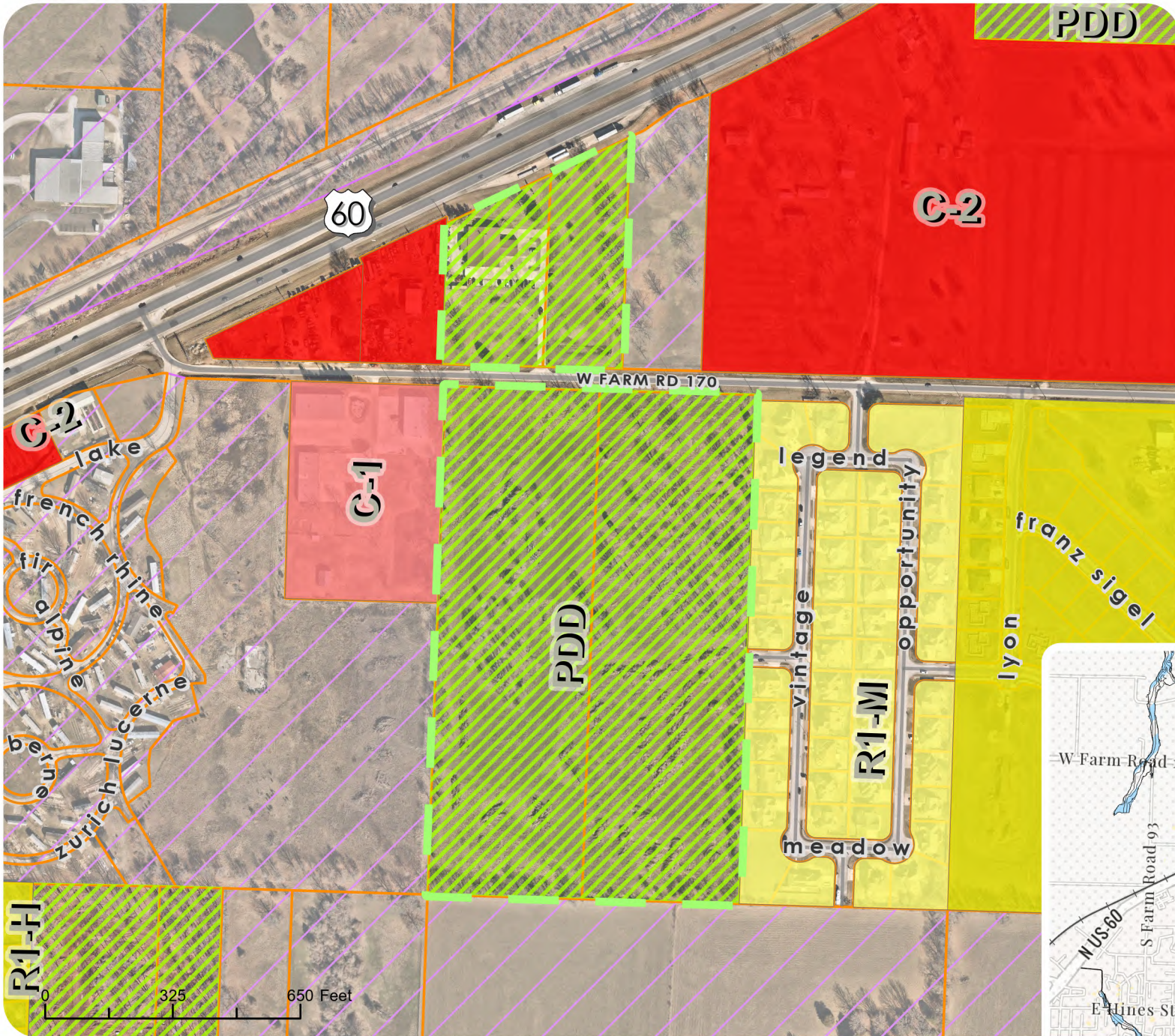
**ACREAGE**  
28.88



# KIRKWOOD ESTATES PDD AMENDMENT

PDD 23-005 | PDD





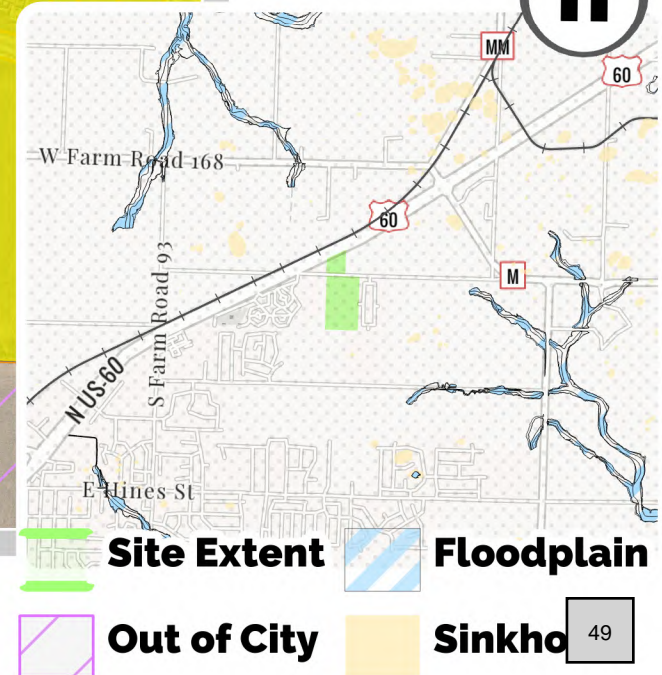
**Owner/Applicant**  
Kyle Kirk/Kirk Werks LLC

**ADDRESS**  
7200 Block of West Farm  
Road 170

**ZONING**  
KIRKWOOD ESTATES PDD |  
REQUESTED: AMENDED  
KIRKWOOD ESTATES PDD

**WARD**  
1

**ACREAGE**  
28.88



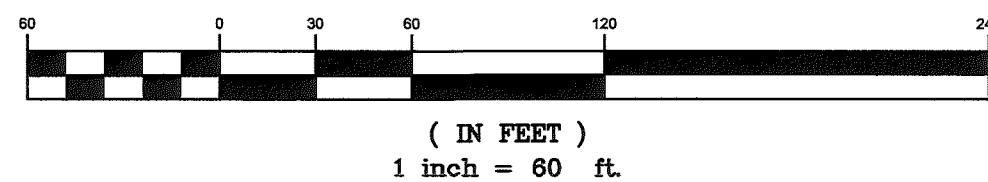
# KIRKWOOD ESTATES PDD AMENDMENT

**PDD 23-005 | PDD**



GRID NORTH  
MISSOURI STATE PLANE  
CENTRAL ZONE  
NAD83

GRAPHIC SCALE

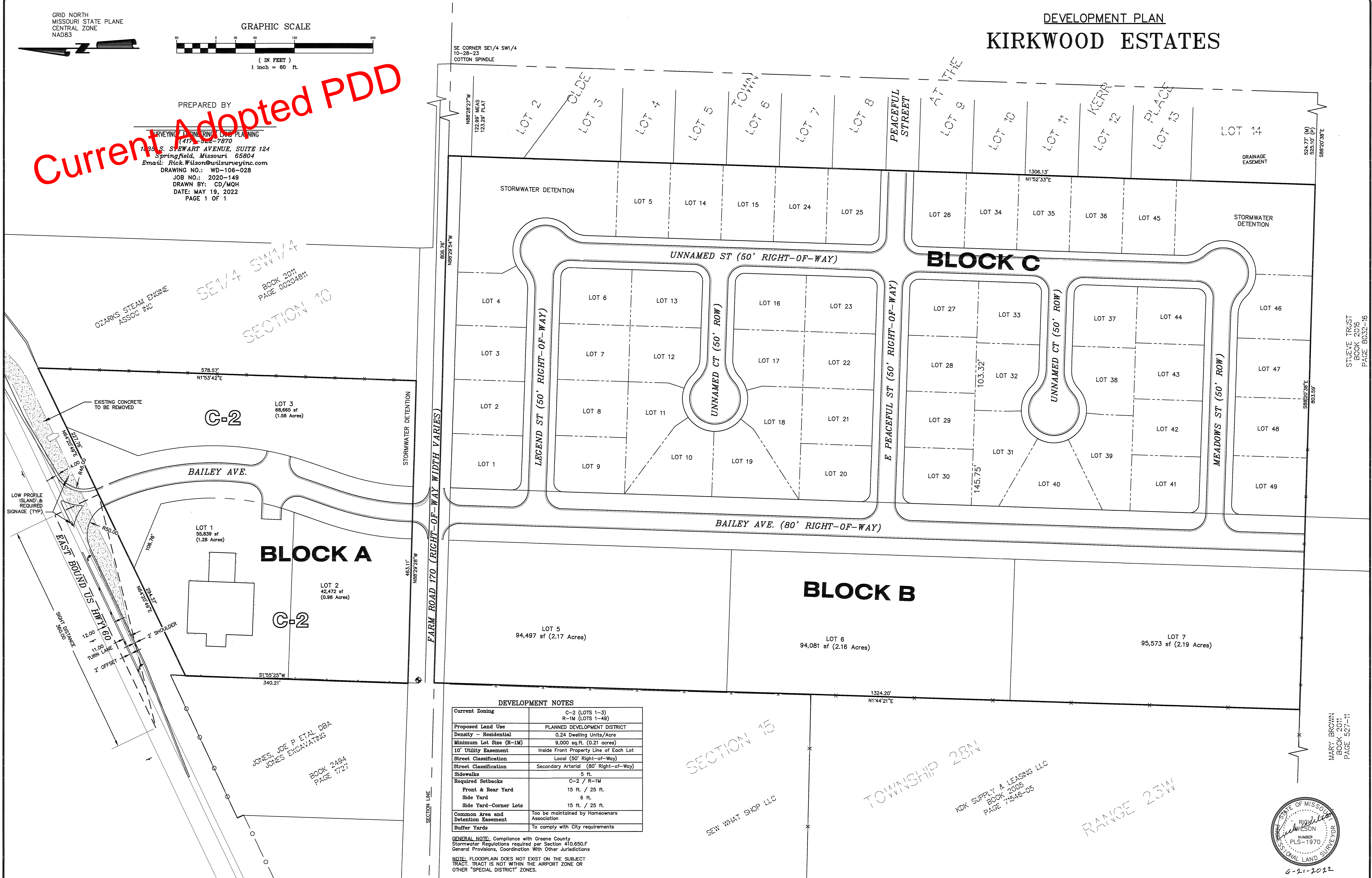


PREPARED BY

SURVEYING ENGINEERING & LAND PLANNING  
(417) 522-7870  
1835 S. STEWART AVENUE, SUITE 124  
Springfield, Missouri 65804  
Email: Rick.Wilson@wilsurveying.com  
DRAWING NO.: WD-106-028  
JOB NO.: 2020-149  
DRAWN BY: CD/MQH  
DATE: MAY 19, 2022  
PAGE 1 OF 1

Current Adopted PDD

DEVELOPMENT PLAN  
KIRKWOOD ESTATES



DEVELOPMENT NOTES

Current Zoning	C-2 (LOTS 1-3) R-1M (LOTS 1-49)
Proposed Land Use	PLANNED DEVELOPMENT DISTRICT
Density - Residential	0.24 Dwelling Units/Acre
Minimum Lot Size (R-1M)	9,000 sq.ft. (0.21 acres)
10' Utility Easement	Inside Front Property Line of Each Lot
Street Classification	Local (50' Right-of-Way)
Street Classification	Secondary Arterial (80' Right-of-Way)
Sidewalks	5 ft.
Required Setbacks	C-2 / R-1M
Front & Rear Yard	15 ft. / 25 ft.
Side Yard	6 ft.
Side Yard-Corner Lots	15 ft. / 25 ft.
Common Area and Detention Easement	To be maintained by Homeowners Association
Buffer Yards	To comply with City requirements

GENERAL NOTE: Compliance with Greene County Stormwater Regulations required per Section 410.650.F General Provisions, Coordination With Other Jurisdictions

NOTE: FLOODPLAIN DOES NOT EXIST ON THE SUBJECT TRACT. TRACT IS NOT WITHIN THE AIRPORT ZONE OR OTHER "SPECIAL DISTRICT" ZONES.

STUEVE TRUST  
BOOK 2016  
PAGE 8032-16

MARY BROWN  
BOOK 2011  
PAGE 527-11



6-21-2022



# Findings of Fact

Date of Hearing:

10/02/2023

Time:

6:00

Type of Application:

Planned Development District

Name of Applicant:

Amended Kirkwood Estates (PDD 23-005)

Location:

City Council Chambers

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

- |   |                                      |                          |
|---|--------------------------------------|--------------------------|
| Conforming to the City's adopted Land Use Plan                                      | <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:

[Signature]

Date:

10/2/23

# Findings of Fact

Date of Hearing:

10/02/2023

Time:

6:00

Type of Application:

Planned Development District

Name of Applicant:

Amended Kirkwood Estates (PDD 23-005)

Location:

City Council Chambers

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

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

**Statement of Relevant Facts Found:**

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



Approval



Denial

Commissioner Name:

Darran Campbell

Commissioner Signature:

Donny Curran

Date:

10-2-23

# Findings of Fact

Date of Hearing:

10/02/2023

Time:

6:00

Type of Application:

Planned Development District

Name of Applicant:

Amended Kirkwood Estates (PDD 23-005)

Location:

City Council Chambers

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

- |   |                                      |                          |
|---|--------------------------------------|--------------------------|
| Conforming to the City's adopted Land Use Plan                                      | <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:**

Applicant/Rep present.  
No other speakers  
Trivial change to existing PDD, no concerns

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

☒ Approval

☐ Denial

Commissioner Name:

John Alexander

Commissioner Signature:

*[Signature]*

Date:

10/2/23



# Findings of Fact

Date of Hearing:

10/02/2023

Time:

6:00

Type of Application:

Planned Development District

Name of Applicant:

Amended Kirkwood Estates (PDD 23-005)

Location:

City Council Chambers

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

Conforming to the City's adopted Land Use Plan ☒ Yes ☐ No

Conforming to the City's adopted Transportation Plan ☒ Yes ☐ No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) ☒ Yes ☐ No

Compatible with surrounding land uses ☒ Yes ☐ No

Able to be adequately served by municipal infrastructure ☒ Yes ☐ No

Aligned with the purposes of RSMo. 89.040 ☒ Yes ☐ No

## Statement of Relevant Facts Found:

Ameded PDD

8 commercial lots

Original approved on July 26, 2022

↓  
49 residential lots

↓  
50 residential lots  
min 9000 sq/lt

New lot added at West side of Dutschon St (Lot 37+47)

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

☒ Approval ☐ Denial

Commissioner Name:

Brian Debrauc

Commissioner Signature:

Brian Debrauc

Date:

10-2-23



# Findings of Fact

Date of Hearing:

10/02/2023

Time:

6:00

Type of Application:

Planned Development District

Name of Applicant:

Amended Kirkwood Estates (PDD 23-005)

Location:

City Council Chambers

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

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

**Statement of Relevant Facts Found:**

previously approved in 2022, adding 1 additional lot to development plan

**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:

10/2/23



## AGENDA ITEM ANALYSIS

Project/Issue Name: 23-48 An Ordinance of The City Council Approving Execution of a First Amendment to the 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: Garrett Brickner, Assistant BUILDS Administrator

Date: October 17, 2023

### Issue Statement

To amend the Developer Agreement approved in March 2023 to share the total project cost of \$589,986.87 equally between the City and the Republic R-III School District, with other terms remaining unchanged.

### Discussion and/or Analysis

In March 2023, the City Council approved a Developer Agreement, through Ordinance 23-09, outlining the cooperation and coordination between the City and the School District for the construction of the school queuing lane. That agreement outlined that the School would pay for the asphalt pavement only, at the time this was estimated to be approximately 50% of the project cost, and the only work the City could not complete utilizing their own crews. The initial estimate for paving at the time was approximately \$292,000. Once the city received Sealed bids for the project, the lowest bidder was APAC Construction at Approximately \$238,000. During City preparation for the roadway, more unsuitable soil was discovered than was originally estimated. This required additional excavation and replacement with material that could support the roadway. The proposed First Amendment to the Developer Agreement seeks to amend this agreement, with the School District now sharing equally with the City in the total project cost.

The proposed amendment to the Developer Agreement equitably divides the total project costs evenly between the City and the Republic R-III School District. The final costs of the project totaled \$589,986.87 of which each party will be responsible for \$294,993.43. All other terms and conditions of the original Developer Agreement remain unchanged, ensuring the continued alignment of interests between the City and the School District.

### Recommended Action

Staff recommends approval.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING EXECUTION OF A FIRST AMENDMENT TO THE 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”) 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 Development Plan for the Property, previously approved by City Council via Ordinance 22-54, the City and School District agreed to coordinate with each other to construct the perimeter queuing road for the School District on the Property; and

**WHEREAS**, on March 7, 2023, City Council approved a Developer Agreement for the parties’ cooperation and coordination on construction of the school queuing lane, via Ordinance 23-09; and

**WHEREAS**, the City and School District have agreed to an amendment to the Developer Agreement, which provides for the School District to share equally with the City in the total project cost; and

**WHEREAS**, the Council finds the amendment to the Developer Agreement is in the City’s best interests, as it fairly and equally divides the total project costs evenly between the City and School District.

**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 an Amendment to Developer Agreement with the Republic R-III School District (“School District”) for the sharing of costs associated with the public improvements referenced therein, in substantially the same form as that attached to this Ordinance and labeled “Attachment 1.”
- Section 2:** The City Administrator, or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 3:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 4:** The provisions of this Ordinance are severable, and if any provisions hereof are declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 5:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

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

**Attest:**

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

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

**Approved as to Form:**

  
\_\_\_\_\_

Megan McCullough, City Attorney

**Final Passage and Vote:**

## AMENDMENT TO DEVELOPER AGREEMENT

**THIS AMENDMENT TO DEVELOPER AGREEMENT** ("Amendment") is entered into by and between the City of Republic, Missouri ("City") and Republic R-III School District ("Developer") as of the latest date shown with the signatures affixed hereto below. 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 attached as "**Exhibit A**" to the 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 entered into a Developer Agreement ("Agreement") pursuant to which the City agreed to install certain public improvements upon the Property in exchange for agreed upon consideration from Developer; and

**WHEREAS**, the Parties now execute this Amendment to update the cost amount(s) and terms of payment for the City's installation of specified public improvements under the Agreement, to be consistent with the Parties' mutual understandings and agreement.

**NOW, THEREFORE**, the Parties agree as follows:

**1. Amendments to Agreement:** The Parties mutually consent to amending the Agreement in the following particulars:

Paragraphs 3(b)(i) and (ii) of the Agreement are hereby amended to read as shown below:

**3. Costs of the Public Improvements:**

[ . . . ]

- b. Public Improvements Costs: City and Developer shall share equally in the final cost for the Public Improvements, which includes actual expenses incurred by City for equipment, the labor of non-City employees including contractors and subcontractors, (2) transportation, (3) taxes, if applicable, (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 Public Improvements, in the total sum of **Five Hundred Eighty Nine Thousand Nine Hundred Eighty Six Dollars and Eighty Seven Cents (\$589,986.87)** ("Total Cost"). In accord with this paragraph, the City shall be responsible for \$294,993.43 of the Total Cost and the Developer shall be responsible for \$294,993.43 of the Total Cost.

All costs related to electrical, gas, or telecommunication for the Property shall be the sole responsibility of Developer.

2. **No Other Modification:** Except as expressly modified as set forth in Paragraph 1 of this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect without modification.

3. **Whereas Clauses:** The “Whereas” clauses stated above are expressly incorporated herein by reference as though fully set forth at length.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the last date shown for the Parties’ signatures below.

**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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## **AGENDA ITEM ANALYSIS**

Project/Issue Name: 23-49 An Ordinance of The City Council Authorizing Execution of an Amendment to the Developer Agreement with The Iron Grain District, LLC and Magers Republic No. 3C, LLC for the Continued Development of the Iron Grain District.

Submitted By: Garrett Brickner, Assistant BUILDS Administrator

Date: October 17, 2023

### **Issue Statement**

To amend the Developer Agreement with the Iron Grain District.

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

The proposed amendment pertains to the original Iron Grain District agreement and aims to facilitate the installation of approximately 1,500 LF of water line infrastructure for phase 2 of their project. All other terms and conditions of the original Developer Agreement remain unchanged.

### **Recommended Action**

Staff recommends approval.

**AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING EXECUTION OF AN AMENDMENT TO THE  
DEVELOPER AGREEMENT WITH IRON GRAIN DISTRICT, LLC AND MAGERS REPUBLIC NO. 3C, LLC  
FOR THE CONTINUED DEVELOPMENT OF THE IRON GRAIN DISTRICT**

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

**WHEREAS**, Iron Grain District, LLC and Magers Republic No. 3C, LLC (together, “Developer”) own real property consisting of approximately 29.39 acres, located at the 2500 block of South State Highway MM in Republic, Missouri, (“Property”), and desires to install on the Property a mixed-use commercial development to include retail, restaurant, and lodging facilities (“Iron Grain PDD”); and

**WHEREAS**, on or about June 21, 2022, City Council authorized the City Administrator to execute a Developer Agreement with the Developer for the City’s installation of certain public improvements on the Property for the purpose of bringing potable water service to specified improvements in Phase 1 of the Iron Grain PDD; and

**WHEREAS**, the City and Developer have identified the need to amend the Developer Agreement to allow for the City’s installation of approximately 1,500 square feet of additional water line for the purpose of bringing potable water service to specified improvements in Phase 2 of the Iron Grain PDD; and

**WHEREAS**, the Council finds the amendment to the Developer Agreement is in the City’s best interest as it will benefit the community through the continued economic growth and development in the City.

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

- Section 1:** The City Administrator or his/her designee, on behalf of the City, is authorized to execute an Amendment to the Developer Agreement with Iron Grain District, LLC and Magers Republic No. 3C, LLC for the certain public improvements referenced herein above on the Property, said amendment to be in substantially the same form as that attached to this ordinance and labeled “Attachment 1.”
- Section 2:** The City Administrator, or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 3:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 4:** The provisions of this Ordinance are severable, and if any provisions hereof are declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 5:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

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

**Attest:**

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

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

**Approved as to Form:**

  
\_\_\_\_\_

Megan McCullough, City Attorney

## AMENDMENT TO DEVELOPER AGREEMENT

**THIS AMENDMENT TO DEVELOPER AGREEMENT** (“Amendment”) is entered into by and between the City of Republic, Missouri (“City”), and the Iron Grain District, LLC and Magers Republic No. 3C, LLC (together, “Developer”), as of the latest date shown with the signatures affixed hereto below. 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 Limited Liability Company with a principal office address of 2776 S. Campbell Avenue, Springfield, Missouri 65807-3506, in good standing and licensed to do business in the State of Missouri, including Greene County, Missouri; and

**WHEREAS**, Developer is the owner of real property located in the City of Republic, Missouri, the legal description for which is included on **Exhibit A** to the Agreement, (“Property”), and desires to install on the Property a mixed-use commercial development to include retail, restaurant, and lodging facilities; and

**WHEREAS**, in or around June 2022, the Parties entered into a Developer Agreement (“Agreement”) pursuant to which the City agreed to install certain public improvements upon the Property in exchange for agreed upon consideration from Developer; and

**WHEREAS**, the Parties now execute this Amendment to extend the City’s installation of the public improvements under the Agreement, to be consistent with the Parties’ mutual understandings and agreement.

**NOW, THEREFORE**, the Parties agree as follows:

**1. Amendments to Agreement:** The Parties mutually consent to amending the Agreement in the following particulars:

Paragraph 2(a) of the Agreement is hereby amended to read as shown below:

**2. Scope of Work Under this Agreement:** In exchange for Developer’s promises herein, City agrees that it shall perform the following work under this Agreement:

**a. Water Public Improvements:**

i. City shall plan, coordinate, and install the following public improvements on the Property:

A. The water main line that will enable City to provide potable water service to the Property having sufficient capacity to meet the anticipated demand projected for the improvement known as “Phase 1 Building,” located on that particular part of the Property described in the Legal Description, attached hereto and labeled Exhibit A1-A2.

- B. The water main line that will enable City to provide potable water service to the Property having sufficient capacity to meet the anticipated demand projected for the improvement(s) known as “Phase 2”, as depicted on Site & Dimension Plan C1.1, attached hereto and labeled **Exhibit A3**.
- C. Installation of the water main lines referred to above in paragraphs 2(a)(i)(A) and (B) is collectively referred to herein and in the Agreement as the “Work” and/or “Water Public Improvements.”
  - ii. Installation of the Water Public Improvements shall include the looping of any other or additional water system(s), as deemed necessary by City.
  - iii. The Water Public Improvements shall be located within the utility easements granted by Developer pursuant to the Easement Section in the Agreement, so long as such location(s) is/are consistent with the final civil plans. To the extent the final civil plans indicate the Water Public Improvements must be installed outside the utility easements area granted by Developer, such easements shall be amended to ensure the area fully encompasses the location of the Water Public Improvements.
  - iv. All specifications for the Water Public Improvements shall be established, determined and documented in the Final Plans.

**2. No Other Modification:** Except as expressly modified as set forth in Paragraph 1 of this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect without modification.

**3. Whereas Clauses:** The “Whereas” clauses stated above are expressly incorporated herein by reference as though fully set forth at length.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the last date shown for the Parties’ signatures below.

**DEVELOPER:**

**CITY OF REPUBLIC, by:**

**Iron Grain District, LLC**

By: \_\_\_\_\_  
 Randall W. Magers  
 Sole Member of Magers Management  
 Company, LLC, the Sole Member of  
 Iron Grain District, LLC

\_\_\_\_\_  
 David Cameron, City Administrator

**Magers Republic No. 3C, LLC**

**Approved as to Finance and Budgetary Purposes:**

By: \_\_\_\_\_  
 Randall W. Magers  
 Sole Member of Magers Management  
 Company, LLC, the Sole Member of  
 Magers Republic No. 3C, LLC

\_\_\_\_\_  
 Bob Ford, Finance Director

**Approved as to Form:**

---

Megan McCullough, City Attorney

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**OWNER**  
**MAGERS MANAGEMENT CO**  
2776 S CAMPBELL  
SPRINGFIELD, MO 65807  
417.893.2305

CIVIL ENGINEER  
LEE ENGINEERING  
2100 E WOODHURST D200  
SPRINGFIELD, MO 65804  
417.886.9100

STRUCTURAL ENGINEER  
J&M ENGINEERING  
3045 S KANSAS EXPY  
SPRINGFIELD, MO 65807  
417.708.9315

MEP ENGINEER  
CJD  
2225 W CHESTERFIELD SUITE 200  
SPRINGFIELD, MO 65807  
417.877.1700

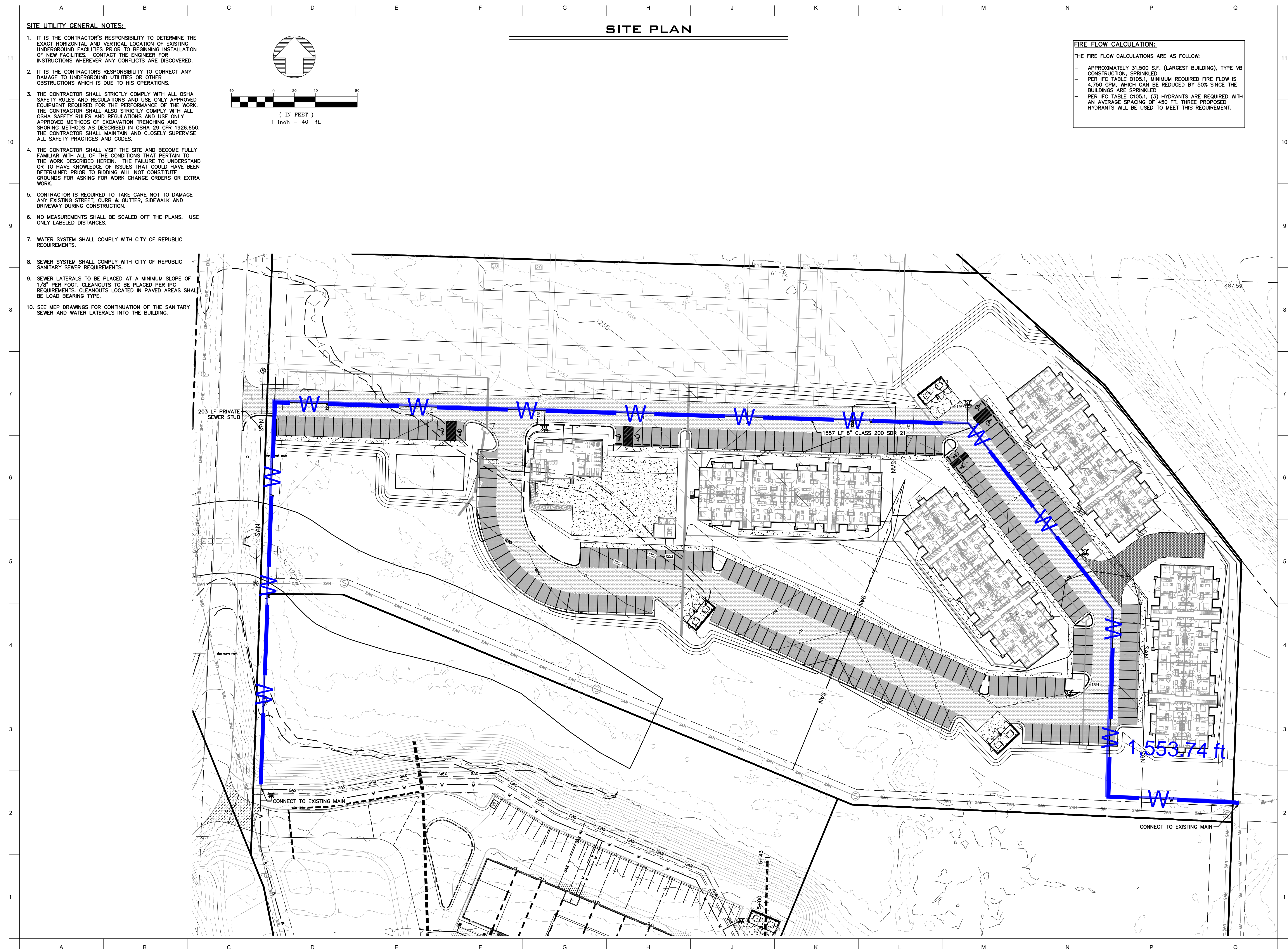
[illegible]

PROJECT NO.: 2123 DRAWN BY: RS  
DATE: 11.01.22 REVIEWED BY: LEE

**PROJECT TITLE**  
**IRON GRAIN DISTRICT MULTI FAMILY**

PROJECT ADDRESS:  
N BROOKLINE AVE  
REPUBLIC, MO 65619

# C1.1







## **AGENDA ITEM ANALYSIS**

**Project/Issue Name:** 23-50 An Ordinance of the City Council Approving the Final Plat of The Hills of Olde Savannah Subdivision.

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

**Date:** October 17, 2023

### **Issue Statement**

The City of Republic's BUILDS Department received an Application from Olde Savannah LLC for the Final Plat of The Hills of Olde Savannah. This site was previously approved as Olde Savannah Phase 4 on June 21, 2022.

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

The Final Plat of The Hills of Olde Savannah will legally divide approximately twenty point two (20.2) acres of land into seventy (69) High-Density Single-Family Residential lots. The Final Plat will also convey the dedication of associated Right-of-Way, Utility, and Stormwater Easements to the City. The Final Plat includes approximately 3,932 linear feet of new street and 5,893 linear feet of new sidewalk.

The Final Plat of The Hills of Olde Savannah conforms to the Preliminary Plat of Olde Savannah Phase 4, as approved by City Council on June 21, 2022.

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

### **Recommended Action**

Staff recommends approval of The Hills of Olde Savannah Final Plat.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING THE FINAL PLAT OF  
THE HILLS OF OLDE SAVANNAH SUBDIVISION**

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

**WHEREAS**, on or about June 21, 2022, via Resolution 22-R-29, the Council approved the Preliminary Plat for the Olde Savannah Phase 4 Subdivision (renamed to The Hills of Olde Savannah); and

**WHEREAS**, on or about September 20, 2023, Olde Savannah LLC (“Applicant”) submitted an application to the BUILDS Department for review and approval of the Final Plat of The Hills of Olde Savannah Subdivision (formerly Olde Savannah Phase 4); and

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

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

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

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

**Attest:**

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

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

**Approved as to Form:**

  
\_\_\_\_\_

Megan McCullough, City Attorney

**Final Passage and Vote:**

## DRAINAGE/Common AREA NOTE:

CITY OF REPUBLIC RIGHTS. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY WITHIN THIS DECLARATION, AND IN CONJUNCTION WITH THE POWERS GRANTED TO THE CITY OF REPUBLIC UNDER TITLE IV, LAND USE, ET SEQ., AS AMENDED, READOPTED OR RE-CODIFIED FROM TIME TO TIME, WHICH IS INCORPORATED HEREIN BY REFERENCE, IN THE EVENT FOR ANY REASON THE ASSOCIATION SHOULD FAIL TO MAINTAIN ANY COMMON AREA OR AREAS, OR IN THE EVENT THE ASSOCIATION SHOULD BE DISSOLVED FOR ANY REASON OR CEASE TO EXIST, AND THE LOT OWNERS (UNIT OWNERS FOR CONDOMINIUMS) FAIL TO MAINTAIN SUCH COMMON AREA OR AREAS, THEN THE CITY SHALL HAVE THE RIGHT AND FULL AUTHORITY AND ABILITY TO INTERCEDE AND MAINTAIN THE COMMON AREAS AND ASSESS THE CITY'S COSTS OF SAME TO THE LOT OWNERS (OR UNIT OWNERS) WITHIN THE SUBDIVISION (OR CONDOMINIUM) OR ANY LOT (UNIT) OR PARCELS PREVIOUSLY SERVED BY THE ASSOCIATION OR ANY OF THE COMMON AREAS OF THE SUBDIVISION (CONDOMINIUM), ON A PRO RATA BASIS OF SQUARE FOOTAGE OF THE LOTS (UNITS) WITHIN THE AREA PREVIOUSLY SERVED BY THE ASSOCIATION AND SUCH SHALL RUN AS A LIEN AGAINST THE LOTS. THE CITY SHALL BE GIVEN THE POWER PROVIDED HEREIN, AS WELL AS ANY OTHER REMEDY AVAILABLE TO IT UNDER LAW, TO SET AND ENFORCE SUCH ASSESSMENTS TO PAY FOR THE MAINTENANCE OF, OR ABATEMENT OF ANY NUISANCE CONTAINED IN, ANY COMMON AREA OR AREAS.

STORM WATER MINIMUM  
FINISHED FLOOR CHART

LOT	MIN. FF
33	1281.50
34	1281.50

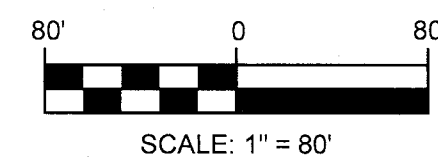
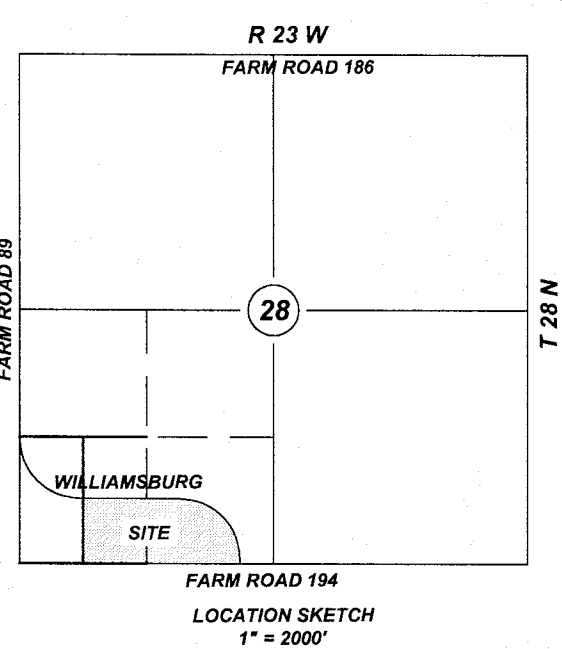
## OWNER/DEVELOPER

OLDE SAVANNAH LLC  
3800 S FREMONT AVE  
SPRINGFIELD MO 65804

# FINAL PLAT

## THE HILLS OF OLDE SAVANNAH

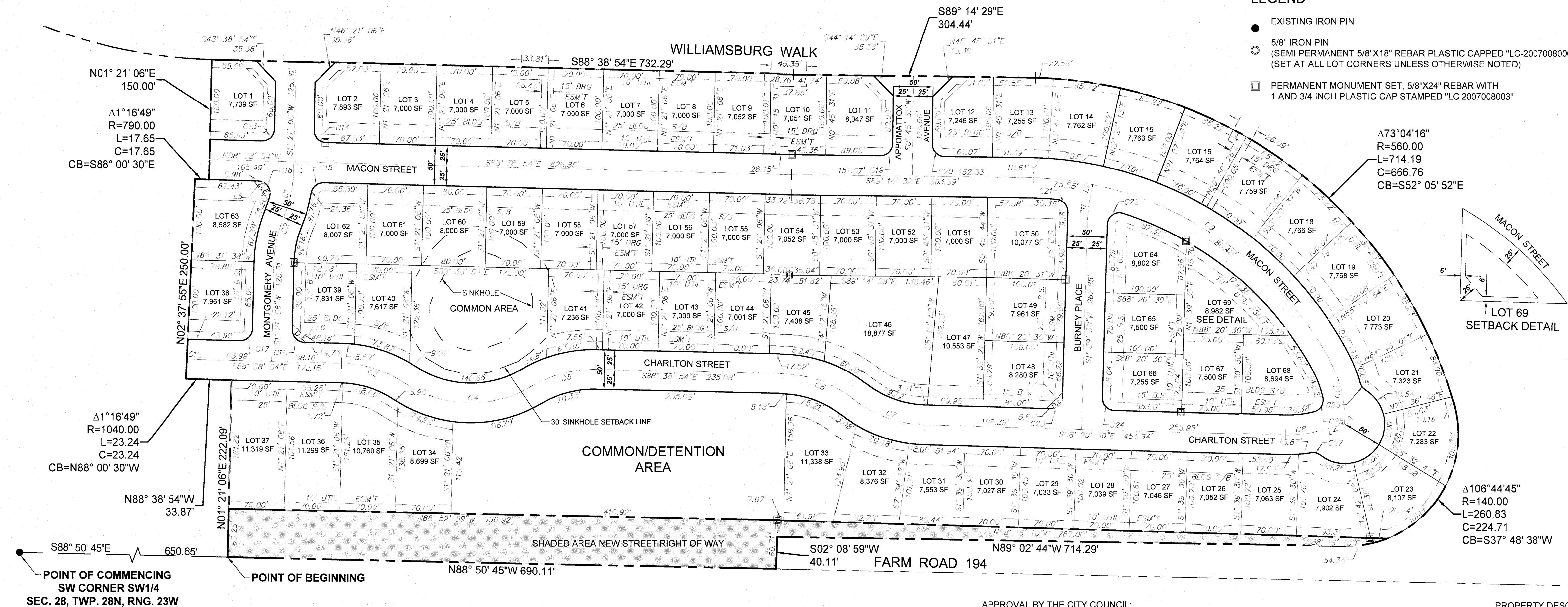
### PART OF THE SW 1/4 OF SECTION 28, TOWNSHIP 28 NORTH, RANGE 23 WEST REPUBLIC, GREENE COUNTY, MISSOURI



GRID NORTH MISSOURI STATE PLAN  
COORDINATE SYSTEM 1983: CENTRAL ZONE

## LEGEND

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



## Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	57.80'	150.00'	22°04'44"	S12° 23' 28"W	57.45'
C2	57.80'	150.00'	22°04'44"	S12° 23' 28"W	57.45'
C3	84.39'	150.00'	32°14'07"	S72° 31' 51"E	83.28'
C4	168.78'	150.00'	64°28'13"	S88° 38' 54"E	160.02'
C5	84.39'	150.00'	32°14'07"	N75° 14' 03"E	83.28'
C6	96.47'	150.00'	36°50'58"	S70° 13' 25"E	94.82'
C7	95.67'	150.00'	36°32'33"	S70° 04' 13"E	94.06'
C8	43.79'	150.00'	16°43'42"	N83° 17' 40"E	43.64'
C9	462.03'	435.00'	60°51'21"	S58° 11' 16"E	440.62'
C10	75.71'	150.00'	28°55'03"	S13° 18' 04"E	74.90'
C11	25.35'	150.00'	9°40'59"	S6° 30' 00"W	25.32'
C12	22.68'	1015.00'	1°16'49"	S88° 00' 30"E	22.68'
C13	23.56'	15.00'	90°00'00"	S46° 21' 06"W	21.21'
C14	23.56'	15.00'	90°00'00"	N43° 38' 54"W	21.21'
C15	21.36'	15.00'	81°35'40"	N50° 33' 16"E	19.60'
C16	27.39'	15.00'	104°37'31"	S36° 20' 09"E	23.74'
C17	23.56'	15.00'	90°00'00"	S46° 21' 06"W	21.21'
C18	23.56'	15.00'	90°00'00"	N43° 38' 54"W	21.21'
C19	23.56'	15.00'	90°00'00"	S45° 45' 31"W	21.21'
C20	23.56'	15.00'	90°00'10"	N44° 14' 34"W	21.21'
C21	23.29'	15.00'	88°56'54"	S39° 48' 55"E	21.02'
C22	27.70'	15.00'	105°48'55"	N54° 33' 58"E	23.93'
C23	23.56'	15.00'	90°00'00"	S46° 39' 30"W	21.21'
C24	23.56'	15.00'	90°00'00"	N43° 20' 30"W	21.21'
C25	22.76'	15.00'	86°55'12"	S31° 31' 22"W	20.64'
C26	11.48'	15.00'	43°52'09"	N36° 37' 04"W	11.21'
C27	12.39'	15.00'	47°19'28"	S75° 38' 46"E	12.04'

## Line Table

Line #	Length	Direction
L1	19.80'	S11° 20' 30"W
L2	4.26'	S1° 09' 28"W
L3	12.23'	S1° 21' 06"W
L4	32.90'	N74° 55' 49"E
L5	30.74'	N36° 41' 07"W
L6	36.68'	N52° 48' 39"W
L7	29.14'	N46° 39' 29"E

## GENERAL NOTES:

- TOTAL AREA: 879,047.7 SQ FT = 20.2 ACRES (INCLUDES RIGHT-OF-WAY TO BE DEDICATED)
- TOTAL NUMBER OF LOTS: 69
- SMALLEST LOTS: LOTS 3, 4, 5, 6, 7, 8, 42, 43, 51, 52, 53, 55, 56, 57, 58, 59, & 61 (7,000 SQ.FT.)
- LARGEST LOT: LOT 48 (18,877 SQ.FT.)
- DATE PRELIMINARY PLAT APPROVED: JUNE 21, 2022
- CURRENT ZONING: R1-H HIGH DENSITY SINGLE FAMILY
- SOURCE OF TITLE: BOOK 2021 PAGE 22890-21 AND BOOK 2022 PAGE 39227-22
- BUILDING SETBACKS  
FRONT YARD - 25'  
REAR YARD - 25'  
SIDE YARD - 5'
- SIDE YARD W/ STREET FRONTAGE - 15' UNLESS OTHERWISE NOTED
- ACCORDING TO FEMA COMMUNITY-PANEL NUMBER 29077C0427E, DATED DECEMBER 17, 2010 THE PROPERTY SHOWN HEREON LIES WITHIN A DESIGNATED FLOOD ZONE X. (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN)
- THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE REQUIREMENTS FOR URBAN CLASS PROPERTY
- ALL STREET RIGHT OF WAY AND CUL-DE-SAC RADIUS WILL BE 50 FEET
- SIDEWALK WILL BE ON THE NORTH SIDE OF MACON ST, THE SOUTH SIDE OF CHARLTON ST, THE EAST SIDE OF MONTGOMERY AVE, THE EAST SIDE OF APPOMATTOX AVE AND THE EAST SIDE OF BURNEY AVE.
- DRAINAGE EASEMENTS ON LOTS 41 & 42 AND 57 & 58 ARE CENTERED ON THE LOT LINES
- D.E. IS DRAINAGE EASEMENT ON LOTS 39, 48, 63
- ALL COMMON AREAS & DRAINAGE AND DETENTION AREAS MUST BE OWNED AND MAINTAINED BY A HOMEOWNER'S ASSOCIATION
- NO DIRECT ACCESS SHALL BE ALLOWED FROM ANY RESIDENTIAL LOTS TO FARM ROAD 89, FARM ROAD 194, OR WILLIAMSBURG WALK
- ALL CURVED LOT LINES ARE CONCENTRIC WITH CENTERLINE OF ADJACENT STREETS.

## CERTIFICATE OF TAXES PAID:

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

881728300266 & 881728300180

PARCEL NUMBER

COUNTY COLLECTION OFFICIAL

DATE

## OWNER'S DEDICATION:

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

MIKE SEITZ, MANAGING MEMBER, OLDE SAVANNAH, LLC

DATE:

## ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY

STATE OF MISSOURI )  
COUNTY OF GREENE )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, BEFORE ME PERSONALLY APPEARED MIKE SEITZ, TO ME KNOWN, WHO, DULY SWORN, DID SAY THAT HE IS THE MANAGING MEMBER OF OLDE SAVANNAH, LLC, LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI AND THAT HE EXECUTED THE FOREGOING INSTRUMENT IN THE NAME OF THE ENTITY, AND THAT HE HAD THE AUTHORITY TO SIGN THE SAME AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF THE SAID LIMITED LIABILITY COMPANY. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN MY OFFICE IN \_\_\_\_\_ COUNTY, MISSOURI.

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

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

## APPROVAL BY THE CITY COUNCIL:

I, \_\_\_\_\_, CITY CLERK OF THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF THE HILLS OF OLDE SAVANNAH, WAS PRESENTED TO, ACCEPTED AND APPROVED BY THE CITY COUNCIL OF SAID CITY OF REPUBLIC, AND APPROVED BY GENERAL ORDINANCE NO. \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

CITY CLERK

DATE

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

I, \_\_\_\_\_, CITY PLANNER OF THE CITY OF REPUBLIC, MISSOURI, DO HEREBY CERTIFY ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, THE FINAL PLAT OF THE HILLS OF OLDE SAVANNAH, CONFORMS TO THE CITY OF REPUBLIC LAND USE REGULATIONS, IN ACCORDANCE WITH TITLE IV OF THE REPUBLIC CODE OF ORDINANCES.

CITY PLANNER -

DATE

## SURVEYOR'S DECLARATION:

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

DATE PREPARED: SEPT 19, 2023

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

MO PLS NO. 2555

DATE: 10-03-2023

## PROPERTY DESCRIPTION:

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE SOUTH 88°50'45" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 650.65 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°21'06" EAST A DISTANCE OF 222.09 FEET; THENCE NORTH 88°38'54" WEST A DISTANCE OF 33.87 FEET; THENCE WESTERLY A DISTANCE OF 23.24 FEET ALONG A 1040.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF NORTH 88°00'30" WEST, 23.24 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 250.00 FEET; THENCE EASTERLY A DISTANCE OF 17.65 FEET ALONG A 790.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 88°00'30" EAST, 17.65 FEET; THENCE NORTH 01°21'06" EAST A DISTANCE OF 150.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF WILLIAMSBURG WALK; THENCE SOUTH 88°38'54" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 732.29 FEET TO THE QUARTER QUARTER SECTION LINE; THENCE SOUTH 89°14'29" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 304.44 FEET; THENCE SOUTHEASTERLY A DISTANCE OF 714.19 FEET, ALONG SAID RIGHT OF WAY AND ALONG A 560.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 52°05'52" EAST, 666.76 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 280.83 FEET ALONG SAID RIGHT OF WAY AND ALONG A 140.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 37°48'38" WEST, 224.71 FEET TO THE APPARENT NORTH RIGHT OF WAY OF FARM ROAD 194, ALSO KNOWN AS COUNTY LINE ROAD; THENCE NORTH 89°02'44" WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 714.29 FEET TO THE QUARTER QUARTER SECTION LINE; THENCE SOUTH 02°08'59" WEST, ALONG THE SAID QUARTER QUARTER SECTION LINE, A DISTANCE OF 40.11 FEET TO THE SOUTH OF SAID SECTION 28; THENCE NORTH 88°50'45" WEST, ALONG SAID SOUTH LINE, BEING THE GREENE/CHRISTIAN COUNTY LINE, A DISTANCE OF 690.11 FEET TO THE POINT OF BEGINNING;

CONTAINING 879,047.7 SQUARE FEET OR 20.2 ACRES

No.:	Revision:	Date:	<b>FINAL PLAT</b> <b>THE HILLS OF OLDE SAVANNAH</b> <b>SW1/4 SW1/4 SEC 28, T28N, R23W</b> <b>REPUBLIC, GREENE COUNTY, MISSOURI</b>			
			<b>Prepared by:</b> 		<b>Survey By:</b> CJW	
CJW Transportation Consultants, L.L.C. Missouri Certificate of Authority #2007008003 5051 S. National Suite 7A Springfield, MO 65810 Tel: 417.889.3400 Fax: 417.889.3402 www.GoCJW.com			<b>Design:</b> CJW		<b>Scales:</b> HOR. 1"=80' VERT. N/A	
DATE: 06/26/2023 DWG:			<b>Drawn:</b> CJW		<b>Sheet:</b> 1 OF 1 SHEETS FILE NO. 21151	
			<b>Checked:</b> CJW			



## **AGENDA ITEM ANALYSIS**

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

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

Date: October 17, 2023

### **Issue Statement**

To authorize the City Administrator to enter into Developer's Agreement with Republic R-III School District for Infrastructure Improvements at Planned Future Intermediate School Location.

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

The Republic R-III School District has been approved to construct a new fifth & sixth grade Intermediate School on property they own North of US 60 and East of Commercial Avenue in Republic. The School District is currently in design for the new building, and it will require additional infrastructure that may be owned and maintained by the City of Republic once completed, including but not limited to: roads, water mains, sewer mains, and stormwater structures. In this developer agreement, the city will plan, coordinate, and install the water main line to be completed no later than December 31, 2024. The School District will be responsible for the engineering plan costs, materials, any contracted work, and other expenses as specified within the developer's agreement.

This agreement would provide savings to the taxpayers of over 1 million dollars.

### **Recommended Action**

Staff recommends approval.



**AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A DEVELOPER AGREEMENT WITH THE REPUBLIC R-III SCHOOL DISTRICT FOR INSTALLATION OF CERTAIN INFRASTRUCTURE AT THE SITE OF THE NEW REPUBLIC INTERMEDIATE SCHOOL**

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

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

**WHEREAS**, the Republic R-III School District (“School District”) desires to partner with the City for the City to install certain public improvements at the site of the new Intermediate School, located near U.S. Highway 60 and Commercial Avenue; and

**WHEREAS**, to set forth the terms under which the City would construct those public improvements, the City is proposing a Developer Agreement with the School District, consistent with the provisions of § 70.220, RSMo.; and

**WHEREAS**, under the proposed Developer Agreement, the School District will be responsible for reimbursing the City for all its actual costs incurred in constructing the public improvements, with the sole exception of costs for labor provided by City employees, and

**WHEREAS**, upon hearing presentation by staff, the Council finds it in the best interest of the City to approve the Developer Agreement with the School District, as it will benefit the City’s residents and the general public by contributing to the successful construction of the new Intermediate School in the City.

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

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

**Attest:**

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

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

**Approved as to Form:**

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

**Final Passage and Vote:**

## **DEVELOPER AGREEMENT**

**THIS DEVELOPER AGREEMENT** ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Republic Missouri ("City") and the Green County Reorganized School District No. 3, also known as the 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 political subdivision of the State of Missouri, and

**WHEREAS**, Developer currently owns or has a legally enforceable contract to acquire interest in real property located at or near 2654 North Commercial Avenue in Republic, Missouri, more specifically described and/or identified in the document(s) attached hereto and labeled "**Exhibit A**", the entirety of which is expressly incorporated herein, (the "Property"), and

**WHEREAS**, Developer is in the process of planning and/or constructing improvements to the Property that will benefit the public by, among other things, serving as the site for a new Intermediate School where fifth and sixth grade education will be provided to the City's young residents, and

**WHEREAS**, in order for Developer to construct the new Intermediate School as planned, certain public improvements need to be constructed on the Property, and

**WHEREAS**, the Parties desire to partner on the construction of a portion of the public improvements Developer is making to the Property, which will ultimately serve to benefit the public within the provisions of § 70.220, RSMo. by providing education and other educational opportunities, and

**WHEREAS**, the purpose of this Agreement is to memorialize the Parties' agreed upon respective responsibilities for the improvements to the Property as detailed more further herein.

**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. City represents and warrants that it has the ability to enter into this Agreement and fulfill all terms contained herein.
2. **Public Improvements:**
  - a. **Scope of Work Under This Agreement:** In exchange for Developer's promises herein, City agrees that it shall perform the following work under this Agreement (hereafter, the "Public Improvements" and the "Work"):
    - i. City shall plan, coordinate, and install the water main line (the "Water Main Line") that will enable City to provide potable water service to the Property with sufficient capacity to meet the anticipated demand projected for the Property.
    - ii. Installation of the Water Main Line shall include the looping of other or additional water system(s), if any, as deemed applicable or necessary by City.



- iii. The Water Main Line shall be located within the utility easement(s) granted by Developer pursuant to paragraph 6 of this Agreement, so long as such location is consistent with the final infrastructure plans, as approved by the City. To the extent the final approved infrastructure plans indicate the Water Main Line must be installed outside the utility easement(s) area granted by Developer referenced herein, such easements shall be amended to ensure the area fully encompasses the location of the Water Main Line, at the cost of Developer.
  - iv. All specifications for the Water Main Line shall be established, determined and documented in the Final Approved Infrastructure Plans.
- b. Construction Period and Cost Estimates:
  - i. City's construction of the Public Improvements shall be completed by no later than December 31, 2024, unless otherwise modified by written amendment to this Agreement executed by the Parties. City's completion of the Public Improvements by the date set forth herein is expressly contingent upon Developer's timely delivery to the City of all engineering and other infrastructure plans required for City to perform its obligations under this Agreement.
  - ii. Developer shall have sixty (60) days after the execution of this Agreement to deliver engineering plans and other applicable infrastructure plans, signed and sealed, to the City. 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.
  - iii. Once all questions, suggestions, and/or changes have been fully addressed and agreed upon by the Parties ("Final Plans"), an estimate of the construction costs for the Public Improvements ("Estimated Costs") will be provided by City to Developer.
  - iv. Any Estimated Costs provided by City to Developer shall not be binding on the Parties. The actual costs incurred by City, as more fully addressed in paragraph 3 below, shall be the amount Developer is required to reimburse to City under this Agreement.
  - v. Nothing contained in this paragraph or this Agreement 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. Work Required for Public Improvements: Unless otherwise specified in this Agreement or as modified by written amendment executed by the Parties, City will be the sole judge of the work required to fully and properly complete construction of 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 being performed, the engineer(s) selected, the construction methods used, the

equipment, materials and supplies to be used, and providers of such equipment, materials and supplies.

- d. Site Access: At all times during the course of this Agreement, the City, including its employees, workers, subcontractors, suppliers, and other authorized representatives, shall have reasonable access to the Property for the purpose of performing its work under this Agreement. and shall provide sufficient competent personnel to visit and inspect the worksite(s) and work being performed. City, and its employees, workers, subcontractors, suppliers, and authorized representatives who access the worksite(s) located on the Property shall comply with Developer's applicable Policies regarding visitors to Developer's property, which include Policies C-130-P, C-150-P, C-155-P, C-165-P, C-170-P, E-130-P, F-235-P, and F-250-P (labeled "**Exhibit B**" attached hereto and expressly incorporated herein).

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: Subject to the exception(s) set forth in paragraph 3(d) below, and pursuant to the terms set forth below, Developer shall be solely responsible for the direct costs of the Public Improvements, which includes but is not necessarily limited to cost of grading, aggregate, fill materials, line and piping materials, concrete, fire hydrants, and all other apparatuses necessary or appropriate to the installation of Water Main line in accord with industry standards.
  - i. Although City will initially pay for the Public Improvement Costs, Developer shall be responsible to reimburse City for all such costs.
  - ii. The Parties agree the costs to be reimbursed by Developer for the Public Improvements include the following: (1) Actual costs incurred by City for the material expenses of the Public Improvements, (2) Actual expenses and costs incurred by City for the labor of workers or entities not employed by City, specifically including but not necessarily limited to contractors and subcontractors, (3) Actual expenses and costs incurred by City for the rental of equipment and/or tools not owned by City, (4) Actual expenses and costs associated with utilities necessary or utilized in performing the Work, (5) Actual expenses and costs of transportation incurred in performing the Work, (6) Actual taxes incurred in connection with performing the Work as well as all other fees and costs incurred in ensuring compliance with local, state, and federal public works laws and regulations as it pertains to performing the Work, and (7) Actual expenses and costs for all other services and facilities necessary for the execution and completion of the Work.
  - iii. The Parties agree that if the City's "actual expenses and costs" to be incurred exceed the City's estimated expenses and costs, City shall notify Developer as soon as reasonably practical so the Parties can discuss alternatives (such alternatives shall be in accordance with all applicable City Standards and Specifications) in an effort to prevent the actual expenses and costs from exceeding the estimated expenses and costs, and/or to mitigate any such increase.
  - iv. Electrical, Gas, Telecommunication: All costs related to electrical, gas, or telecommunication for the Property shall be the sole responsibility of Developer.

c. Invoicing:

- i. City will invoice Developer on or about the fifteenth (15<sup>th</sup>) day of every month for the actual costs incurred by City for expenses allowed under this Agreement.
- ii. Each invoice will contain documentation supporting the amount of the invoice and the actual costs incurred by City.
- iii. Developer will have twenty (20) days following receipt of any such invoice to obtain the reasonable approval of such invoice from its design professional, and an additional twenty (20) days thereafter to pay City the approved amount(s) due, as shown on the invoice and approved by Developer's design professional.
- iv. In the event Developer's design professional reject(s) an invoice for cause shown, or alternatively, in the event Developer objects to the amount of any invoice or reasonably believes additional supporting documentation is required, then Developer shall notify City as soon as practicable but prior to the due date of said invoice and the Parties shall work in good faith to correct any errors or resolve any dispute.
- v. If Developer does not pay any invoice from City to Developer in accordance with the above, subject to Developer's right to reject or object to an invoice, City has the right to stop all work under this Agreement until the amount(s) due and owing are remitted to City.
- vi. Developer will be allowed to keep a ten percent (10%) retainage on all invoices billed 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 Personnel Costs: City will not invoice or attempt to collect any payment from Developer under this Agreement for the labor costs of City's own personnel required to plan, coordinate, and install the Work, including, but not limited to 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, if applicable, 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. City will provide Developer with copies of all bids and/or quotes received in connection with the work being performed under this Agreement once those records are open records under the Missouri 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 the 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 satisfactorily complete the Work. Prior to construction, Developer shall provide to City, at no cost to City, any such easements, including, if applicable, any temporary construction easements required for third party property owners, necessary for City to perform the Work. The Parties agree that City may need further easements and/or rights-of-way that allow for the successful completion of the Public Improvements, including potential extensions. In such event, 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, the City agrees to take all steps necessary to vacate said easements and/or rights-of-way within ninety (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 further that any vacation of an easement right by the City is expressly contingent upon approval by the City Council through an adopted 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.

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 of any dispute arising out of or relating to this Agreement, the Parties agree to meet and confer in good faith in an effort to resolve the dispute prior to commencing any litigation. The Parties may also agree to, but are not required to, mutually participate in mediation. In the event of any litigation and/or dispute resolution arising out of or related to this Agreement, each party will be responsible for its own costs.
13. Liability: Developer acknowledges and agrees that the type of work to be performed under this Agreement may cause temporary damage to the Property. City agrees to restore or repair any such damage to the Property caused by City, its workers, subcontractors, or representatives in the course of completing the Public Improvements. For purposes of this section, the final Public Improvements constructed in accordance with the Final Plans shall not be considered "damages" to the Property. Each party shall have and maintain during the term of this Agreement sufficient property, liability, property damage, and other types of insurance to protect against any damages that may be incurred during the course of construction of the Public Improvements.
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. The City agrees to obtain approval(s) of its City Council for the allocation of estimated funds as well as any other contingencies necessary to fulfill its obligations under this Agreement prior to or concurrent with execution of the Amendment. 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:
- This Developer Agreement, fully executed;
  - Exhibit A – Identification/Description of the Property;
  - Exhibit B – Specified Applicable School District Policies;
  - Final Infrastructure Plans, once approved; and
  - 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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## AGENDA ITEM ANALYSIS

Project/Issue Name: 23-R-59 A Resolution of the City Council Appointing New Authorized Signers and Modifying the Accounts Payable Process for the City's General Operating Account and Bond Proceeds Account with Arvest Bank.

Submitted By: David Cameron, City Administrator  
Bob Ford, Finance Director

Date: October 3, 2023

### Issue Statement

To modify Accounts Payable Approval Process and modify signers for the City of Republic General Operating and Bond Proceeds accounts with Arvest Bank.

### Discussion and/or Analysis

The accounts payable ("AP") process currently in place for the City of Republic has some redundancy that staff is seeking to modify. Here is a general outline of our current AP process that culminates in a check.

- The invoice is verified, and check request is prepared by City of Republic staff member within the appropriate Fund and/or Department.
- That invoice/check request is then approved by that Fund/Department head or their designee and is forwarded to the Finance department for further review and payment.
- The AP senior clerk confirms all details regarding payment, including:
  - Appropriate approvals as per the City of Republic approved Purchasing Policy.
  - Supporting documentation such as an existing Vendor Agreement and any approvals as required by City Council.
  - Confirms proper General Ledger account to post transaction to.
  - Similar check requests are bundled into a payment packet and Senior AP clerk then passes it on to Finance Director or his designee for review & approval.
- Once reviewed and approved by Finance Director – the payment packet is then reviewed by:
  - Ward II Council Member; and
  - Mayor.
- Once approved by Ward II Council Member and the Mayor, checks are prepared with two facsimile signatures affixed – Ward II Council Member's and Mayor's.
- Current authorized check signers for both Arvest Bank accounts are:

○ Matt Russell	Mayor
○ Garry Wilson	Ward II Council Member
○ Bob Ford	Finance Director



Staff is recommending the following modification.

- Eliminate the review by Ward II Council Member and Mayor, given the extensive review already in place.
- Facsimile signatures affixed changed to Finance Director and City Administrator or his designee.
- Authorized check signers modified to:
  - David Cameron                      City Administrator
  - Andrew Nelson                      Assistant City Administrator
  - Jared Keeling                      Assistant City Administrator
  - Bob Ford                      Finance Director

**Recommended Action**

Staff requests approval of the proposed modification to the AP Process and the recommended check signers for the City of Republic bank accounts with Arvest Bank.

**A RESOLUTION OF THE CITY COUNCIL APPOINTING NEW AUTHORIZED SIGNERS AND MODIFYING THE ACCOUNTS PAYABLE PROCESS FOR THE CITY'S 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, including, specifically, the City's General Operating Account and the City's Bond Proceeds Account with Arvest Bank ("the Accounts"); and

**WHEREAS**, it is necessary to designate specific individuals ("Authorized Signers") who shall have proper authorization to authorized on behalf of the City to draw upon the Accounts, and

**WHEREAS**, the City has previously designated the Mayor and two (2) other specified City officials as the individuals authorized to draw upon the Accounts on behalf of the City; and

**WHEREAS**, in addition to the designation of specific individuals to draw upon the Accounts, the City has previously required that the Mayor and designated Ward II Council Member (1) review all checks or paper-form drafts (and accompanying documentation) to be issued on or from the Accounts, and (2) subsequently sign said checks or paper-form drafts, prior to the City issuing any payment thereon; and

**WHEREAS**, the Council may, at any time, remove, add or otherwise change the Authorized Signers, and may impose, remove or otherwise modify the requirements for authorizing remittances of City funds, including those maintained in the Accounts; and

**WHEREAS**, the Council finds that, in order to reduce redundancies and resulting inefficiency in the City's previous payment authorization process, it is appropriate to remove the requirement for the Mayor and designated Ward II Council Member to review and sign all above-referenced payments and drafts, to designate the four (4) individuals listed herein below as the Authorized Signers with authority on behalf of the City to draw upon the Accounts, and to require the signature of at least two (2) of the Authorized Signers on all above-referenced payments and drafts on or from the Accounts.

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

**Section 1:** Arvest Bank is hereby authorized, requested, demanded and directed to honor checks, drafts, or other orders of payment of money drawn in the City's name on or from the accounts referenced herein above and referred to as "the Accounts", 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:

David Cameron

City Administrator

Andrew Nelson  
Jared Keeling  
Bob Ford

Assistant City Administrator  
Assistant City Administrator  
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