



AGENDA
City Council Meeting
Online Zoom Meeting
February 16, 2021 at 6:00 PM

Matt Russell, Mayor/Ward III
Brandon Self, Ward I
Garry Wilson, Ward II
Christopher Updike, Ward III
Jennifer Mitchell, Ward IV

Eric Franklin, Ward I
Gerry Pool, Ward II
Jim Deichman, Ward IV

Meeting will be held via Online Zoom platform. Viewers can watch the meeting on the City of Republic You Tube channel: https://www.youtube.com/channel/UCmvA973eokxbVIHVODI-1_A

Participants may follow the link or call in to the numbers below:

Join Zoom Meeting

<https://us02web.zoom.us/j/84782076327?...>

Meeting ID: 847 8207 6327

Passcode: OC2021

Phone in at:

301-715-8592

312-626-6799

312-626-6799

Call Meeting to Order

Opening Prayer

Pledge of Allegiance to the United States Flag

Citizen Participation

Consent Agenda

- [1.](#) Approve February 2, 2021 City Council Minutes.
- [2.](#) AsAs per RSMo. 109.230(4), City records that are on file in the City Clerk's office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's office.
- [3.](#) Approve Vendor List.
- [4.](#) Approve Utility Billing Adjustments.

Board, Commission, and Committee Schedule

City Council Meeting	March 2, 2021
Board of Adjustment Meeting	March 4, 2021
Planning & Zoning Meeting	March 8, 2021
City Council Meeting	March 16, 2021

Old Business and Tabled Items

5. 20-59 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Annexation of Approximately 15.52 Acres, Located in the 7300 Block of West Farm Road 170 and Adjacent Right-of-Way.
6. 21-10 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into an Infrastructure Development Agreement with Turner Residential Holding, LLC for Infrastructure for Phase 1 of the Oak Hills Residential Subdivision.

New Business (First Reading of Ordinances)

7. 21-11 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing an Intergovernmental Agreement with the Missouri Highways and Transportation Commission for the Blueprint for Safer Roadways Program.

Other Business (Resolutions)

8. 21-R-05 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the Police Department to Apply for and Accept Two Reimbursable, 2021-2022 Missouri Highway Safety Program for Traffic Safety and Enforcement Grants.
9. 21-R-06 A Resolution of the City Council of the City of Republic, Missouri, Authorizing a Letter to the Missouri Department of Natural Resources for the Purpose of Requesting a Voluntary Referral to Develop an Abatement Order on Consent for Compliance of the Wastewater Treatment System.

Finance Report

Reports from Staff

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

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

Adjournment

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



Matt Russell, Mayor/Ward III
Brandon Self, Ward I
Garry Wilson, Ward II
Christopher Updike, Ward III
Jennifer Mitchell, Ward IV

Eric Franklin, Ward I
Gerry Pool, Ward II
Jim Deichman, Ward IV

MINUTES
City Council Meeting
Community Center, 711 E. Miller Road
February 02, 2021 at 6:00 PM

Call Meeting to Order

The regular session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Pro Tem Eric Franklin at 6:01 p.m. at the Republic Community Center. Council Members present include Christopher Updike, Jim Deichman, Gerry Pool, Brandon Self, Eric Franklin, Garry Wilson, Matt Russell and Jennifer Mitchell. Others in attendance were: City Administrator David Cameron, Assistant City Administrator Lisa Addington, Finance Director Debbie Parks, Police Lieutenant Jamie Burks, City Attorney Scott Ison, Planning Manager Karen Haynes, Fire Chief Duane Compton, Assistant Parks and Recreation Director Jennafer Mayfield, BUILDS Administrator Andrew Nelson, Public Information Officer Mike Landis, Information Systems Director Josh Jones, and City Clerk Laura Burbridge.

Opening Prayer

Opening prayer was led by City Administrator David Cameron.

Pledge of Allegiance to the United States Flag

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

Proclamations

Mayor Pro Tem Eric Franklin read the Proclamation for Ronald McDonald House Week.

Mayor Matt Russell arrived at 6:03 p.m.

Citizen Participation

Mayor Russell opened citizen participation at 6:04 p.m. No one came forward so Mayor Russell closed citizen participation at 6:05 p.m.

Consent Agenda

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

1. Approve January 19, 2021 City Council Minutes.
2. As per RSMo. 109.230(4), City records that are on file in the City Clerk’s office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State’s office.

Board, Commission, and Committee Schedule

Board of Adjustment Meeting	February 4, 2021-Cancelled
Planning & Zoning Meeting	February 8, 2021-Cancelled
City Council Meeting	February 16, 2021
City Council Meeting	March 2, 2021

Old Business and Tabled Items



3. 21-04 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Employee Handbook.

Motion was made by Council Member Pool and seconded by Council Member Mitchell to have the second reading of Bill 21-04 by title only. The vote was 8 Aye-Russell, Deichman, Mitchell, Self, Franklin, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Lisa Addington was available to answer any questions from Council. Council Member Franklin motioned for the passage of Bill 21-04. Council Member Updike seconded. A roll call vote was taken digitally. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

4. 21-05 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Collective Bargaining Agreement Between the City and the Southern Missouri Professional Fire Fighters Local 152, the Bargaining Unit of the Republic Fire Department, and Authorizing the City Administrator to Execute the Same on Behalf of the City.

Motion was made by Council Member Pool and seconded by Council Member Wilson to have the second reading of Bill 21-05 by title only. The vote was 8 Aye-Russell, Deichman, Mitchell, Self, Franklin, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Lisa Addington was available to answer any questions from Council. Council Member Mitchell motioned for the passage of Bill 21-05. Council Member Updike seconded. A roll call vote was taken digitally. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

5. 21-06 An Ordinance of the City Council of the City of Republic, Missouri, Approving Amending the Zoning Code and Official Map by Changing the Classification of Approximately 3.55 Acres from Two-Family Residential (R-2) to 3.3 Acres of Two-Family Residential (R-2) and Approximately 8.19 Acres from Multi-Family Residential (R-3) to 8.5 Acres of Multi-Family Residential (R-3), Located at 634 West Hines.

Motion was made by Council Member Deichman and seconded by Council Member Mitchell to have the second reading of Bill 21-06 by title only. The vote was 8 Aye-Russell, Deichman, Mitchell, Self, Franklin, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes was available to answer any questions from Council. Council Member Deichman motioned for the passage of Bill 21-06. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

6. 21-07 An Ordinance of the City Council of the City of Republic, Missouri, Approving Amending the Zoning Code and Official Map by Changing the Classification of Approximately 0.22 Acres from Agricultural (AG) and 18.97 Acres from General Commercial (C-2), Located Northeast of the Northeastern Right-Of-Way Line of Missouri State Route 360, to Light Industrial (M-1).

Motion was made by Council Member Mitchell and seconded by Council Member Updike to have the second reading of Bill 21-07 by title only. The vote was 8 Aye-Russell, Deichman, Mitchell, Self, Franklin, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes was available to answer any questions from Council. Council Member Pool motioned for the passage of Bill 21-07. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

7. **21-08 An Ordinance of the City Council of the City of Republic, Missouri, Approving Amending the Zoning Code and Official Map by Changing the Classification of Approximately 0.29 Acres, Located at 2860 North Brookline Avenue, to Local Commercial (C-1).**

Motion was made by Council Member Updike and seconded by Council Member Mitchell to have the second reading of Bill 21-08 by title only. The vote was 8 Aye-Russell, Deichman, Mitchell, Self, Franklin, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes was available to answer any questions from Council. A roll call vote was taken digitally. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

8. **21-09 An Ordinance of the City Council of the City of Republic, Missouri, Approving a Special Use Permit to Operate a Cleaning Services Office in a Residential Zoning District Located at 621 North Walnut Avenue to Jennifer Wood.**

Motion was made by Council Member Pool and seconded by Council Member Wilson to have the second reading of Bill 21-09 by title only. The vote was 8 Aye-Russell, Deichman, Mitchell, Self, Franklin, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes was available to answer any questions from Council. Council Member Franklin motioned for the passage of Bill 21-09. Council Member Updike seconded. A roll call vote was taken digitally. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

New Business (First Reading of Ordinances)

9. **21-10 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into an Infrastructure Development Agreement with Turner Residential Holding, LLC for Infrastructure for Phase 1 of the Oak Hills Residential Subdivision.**

Council Member Wilson motioned for the first reading of Bill 21-10 by title only. Council Member Updike seconded. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill. Mayor Russell reminded Council that this was a first read and to get with Ms. Haynes with any questions prior to the next meeting.

Other Business (Resolutions)

10. **21-R-02 A Resolution of the City Council of the City of Republic, Missouri, Selecting the Vendor and Authorizing the City Administrator to Enter into an Agreement for the Fireworks Display for the Annual Have-A-Blast Patriotic Celebration.**

Motion was made by Council Member Franklin and seconded by Council Member Pool to approve Resolution 21-R-02. Jennafer Mayfield provided an overview of the Resolution. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

11. **21-R-03 A Resolution of the City Council of the City of Republic, Missouri, Selecting the Vendor and Authorizing the City Administrator to Enter into an Agreement for the Construction and Installation of the City's Gateway Sign along Highway 60.**

Motion was made by Council Member Deichman and seconded by Council Member Self to approve Resolution 21-R-03. Jennafer Mayfield provided an overview of the Resolution. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

12.21-R-04 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Pursue Annual Appropriations Financing for the Purpose of Financing Capital Improvements to Address Compliance Related Issues and Future Growth in the Wastewater System.

Motion was made by Council Member Franklin and seconded by Council Member Pool to approve Resolution 21-R-04. Andrew Nelson provided an overview of the Resolution. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

Finance Report

Debbie Parks presented the Finance Report.

Reports from Staff

City Administrator David Cameron shared we are a growing city. He encouraged Council to look at the Administrator's Report because there is a lot of development going on. Mr. Cameron shared he has been meeting with MoDOT almost every other week via zoom working on MM improvements as well as US 60. Amazon's designs are with MoDOT and near the final stages of approval. Mr. Cameron shared we hoped it would be under construction by this time and we will begin to start seeing an impact on MM. Mr. Cameron reminded everyone that Amazon is not fixing all of MM, just the area where they are building. Mr. Cameron shared the need for improvements on MM from I-44 to the Republic Road/ZZ area. We have been diligent in looking long term along with MoDOT. Mr. Cameron reported we have engaged the federal highway department for updates to show the reports are not speculation regarding impact. Mr. Cameron shared the traffic counts anticipated to the whole system includes approximately 30,000 new trips per day in our area. On MM, the anticipation is 19,000-20,000 more trips per day. With what we know there will need to be partnerships with the OTO, MoDOT, Springfield Chamber, and the Governor. Council authorized us to spend \$25,000 in the fall on a cost estimate to widen MM from 360 to I-44. Mr. Cameron reported since then, we have expanded the scope and he has authorized \$14,000 for that additional scope that was unbudgeted. The first transportation plan was 20 years, but we are being proactive. Mr. Cameron reported this was an emergency expenditure due to deadlines for funding such as a STIP and other programming opportunities taking place right now to utilize to scope all the way to ZZ. Mr. Cameron applauded staff, MoDOT, and everyone participating to bring this together. MoDOT often takes a bad rap but considering the resources they have; they have allocated a lot of resources to this project. There are limited resources and could use 5-6 more engineers on the project, and this was a big project put towards them. Mr. Cameron shared our staff are helping them.

City Administrator David Cameron spoke regarding the transportation needs and thanked everyone who submitted the regional needs to the OTO. Mr. Cameron stated we represented 35% of those comments, around 45 total comments. Mr. Cameron announced Mike will be putting together a transportation publication to outline our needs, resources, as well as sharing phone numbers and email addresses to reach out regarding needs.

City Administrator David Cameron thanked MoDOT for the 174/60 interchange as well as their continued effort to research US-60. Mr. Cameron shared they are a good partner, and we have a lot of needs for us to address such as Hwy 174/Main St., Hines and ZZ, and many others.

City Administrator David Cameron notified Council on February 25th tentatively, there will be a Council Work Session regarding our most pressing needs moving forward such as public safety. Mr. Cameron shared we would like Council's feedback on these needs. Mr. Cameron shared \$600,000 of our

transportation budget is tied up in public safety, yet there are transportation needs to address. Mr. Cameron reported our park taxes are expiring soon. Mr. Cameron reported we are also looking at a possible land acquisition to help with the MM corridor. Mr. Cameron shared the session will run from 8:30-12:30 with lunch provided. Mr. Cameron shared we will probably record it for those who cannot make it. Mr. Cameron shared this is a great opportunity for us to discuss the City's needs.

Mr. Cameron also reported that we will be doing a Trust Edge training for Council on April 29th from 8:30-12:30. Mr. Cameron reported we will be providing Council books and resources at the next council meeting.

Mr. Cameron shared we will be sending out a Citizen Survey again. Mr. Cameron feels we need community input and feedback moving forward.

Mr. Cameron thanked Jennafer for a great job tonight and shared he is excited about the celebration for the 150-year anniversary of Republic.

Mr. Cameron thanked Laura, Mike, Scott, and everyone for the setup of these meetings. We have been meeting in person since June 2nd. Mr. Cameron shared it looks easy and goes on without a hitch, but he knows it is difficult. Business continues to move forward, and Mr. Cameron shared he appreciates the set up to be able to conduct business. Mr. Cameron announced the new chambers should be done in March. There is a possibility we will install plexiglass to go ahead and move in. Mr. Cameron asked that everyone please read the Administrator's Report. Mr. Cameron shared he hopes to do another tour of the city with all the new changes soon.

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.

Motion was made by Council Member Pool and seconded by Council Member Deichman at 6:53 p.m. to go into Executive Session under RSMo 610.021.1 Pending and/or potential litigation. Closed session. Closed vote. Closed record. A roll call vote was taken. The vote was 8 Aye - Franklin, Updike, Self, Russell, Deichman, Wilson, Pool, and Mitchell 0 Nay. Motion carried.

Motion was made by Council Member Updike and seconded by Council Member Franklin to adjourn the Executive Session Meeting at 7:34 p.m. A roll call vote was taken. The vote was 8 Aye-Russell, Updike, Self, Deichman, Wilson, Mitchell, Franklin, and Pool. 0 Nay. Motion Carried.

Adjournment

ATTEST:

Laura Burbridge, City Clerk

Matt Russell, Mayor



Record Destruction Request Form

MISSOURI RETENTION MANUAL CODE	NAME/DATE OF RECORDS TO BE DISPOSED	DATE(S) OF DOCUMENTS	RETENTION TIME NEEDED FOR RECORD
GS 015 Postal Records	UB/Finance Postal Records	2019	1 year



Vendor Audit Report

For the City of Republic

Date Range: 01/01/2021 - 01/31/2021

Vendor No. & Name	Added	Added User
07297 - Heartland Racing Co.	1/7/2021	Heather Green
07300 - Logan-Rogersville Fire District	1/8/2021	Rachel Reich-Graef
07311 - Blue to Gold, LLC	1/26/2021	Rachel Reich-Graef
07313 - Lumen Tactical, LLC	1/27/2021	Rachel Reich-Graef



Utility Billing Adjustments

Date	Customer	Overread/Leak	Leak In	Water Gallons Adjusted	Amount Adjusted	Sewer Gallons Adjusted	Amount Adjusted
1/6/2021	Pinewood Park Bldg C	Leak		27250	97.01	27250	258.06
1/7/2021	Luke & Hannah Harding	Leak	Toilet Flapper	4967	17.68	4967	47.03
1/7/2021	Kuper & Penny Kreul	Leak	Toilet Flapper	3550	12.64	0	0
1/11/2021	Trinity & Lindsey Ellison	Leak	Shower Valve	1450	5.16	1450	13.73
1/22/2021	Stephanie Edwards	Leak	Service Line	3480	12.39	6960	65.91
1/22/2021	Tom Mayes	Leak	Toilet Flapper	850	3.03	850	8.05
1/22/2021	Diversified Metalworking	Leak	Toilet	7847	27.93	7847	74.31
1/22/2021	Jill Juneau	Leak	Outside Faucet	2879	10.25	5757	54.52
1/22/2021	Brandon Kreamer	Leak	Toilet Flapper	930	3.31	930	8.81
1/22/2021	Robert & Joanna Irvine	Leak	Outside Faucet	1384	4.93	2767	26.2
1/22/2021	Robin & Dale Boucher	Leak	Service Line	6002	21.37	12003	113.67



AGENDA ITEM ANALYSIS

Project/Issue Name: 20-59 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Annexation of Approximately 15.52 Acres, Located in the 7300 Block of West Farm Road 170 and Adjacent Right-of-Way.

Submitted By: Karen Haynes, BUILDS Department

Date: February 16, 2021

Issue Statement

The City of Republic's Community Development Department received a Voluntary Annexation Application from Alpine Homes, Inc. for the Annexation of approximately fifteen point five-two (15.52) acres of land located in the 7300 Block of West Farm Road 170.

Discussion and/or Analysis

The property owner, Alpine Homes, Inc., has submitted a Voluntary Annexation Request for the subject parcel for a future multi-family residential development.

The request includes annexation of the Right-of-Way (West Farm Road 170) adjacent to the property subject to Annexation.

City water and sanitary sewer service is available in proximity to the property; subsequent review of water, sanitary sewer, and stormwater will be considered at the time of application for Rezoning and/or development. 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 to the north and northeast.

The Future Land Use designation of the subject parcel is Local Commercial (C-1). The Local Commercial Future Land Use designation includes retail and office uses, including small neighborhood shopping centers and isolated retail businesses.

The Annexation, if approved by City Council, will effectively zone the subject parcel as C-2 (General Commercial) 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 Comprehensive Plan as an area of future growth for the City of Republic and enjoys immediate access to City of Republic municipal services.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,
APPROVING THE ANNEXATION OF APPROXIMATELY 15.52 ACRES, LOCATED IN
THE 7300 BLOCK OF WEST FARM ROAD 170 AND ADJACENT RIGHT-OF-WAY**

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

WHEREAS, a voluntary petition for the annexation of approximately 15.52 acres of land located in the 7300 Block of West Farm Road 170 and adjacent right-of-way has been filed with the Community Development Department; and

WHEREAS, the realty described in such petition is adjacent and contiguous to the present corporate limits of the City; and

WHEREAS, the Council held a Public Hearing on the said petition on December 8, 2020, such hearing being held not less than fourteen days nor more than sixty days after the receipt of the petition requesting annexation; and

WHEREAS, a notice of said Public Hearing was published November 20, 2020, in the *Springfield News-Leader*, a newspaper of general circulation authorized to publish legal notices, such Public Hearing being held not less than seven days after the date of publication of such notice; and

WHEREAS, at said Public Hearing, all interested persons, corporations or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation; and

WHEREAS, no written objections to the proposed annexation were filed with the City Council within fourteen days after the date of said Public Hearing; and

WHEREAS, the Council finds the proposed annexation is reasonable and necessary for the proper development of the City, and 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 AS FOLLOWS:

Section 1: The following described realty is hereby annexed into, and made a part of, the City of Republic, Missouri, and its boundaries are hereby extended to include the same:

Approximately 15.52 acres in the 7300 Block of West Farm Road 170 and further identified by the PIN 881715200260 and adjacent right-of-way

Chalet City West, Phase 2 Lot 1

Section 2. The City Clerk is hereby directed to cause three certified copies of this Ordinance to be filed with the Greene County Recorder of Deeds.

BILL NO. 20-59

ORDINANCE NO.

Section 3. The City Clerk is hereby directed to forward to the director of revenue of the State of Missouri by United States registered mail or certified mail a certified copy of this Ordinance.

Section 4. The whereas clauses are hereby specifically incorporated herein by reference.

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

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 _____ 2021.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison
Date: 2020.12.01 09:25:18 -06'00' _____, Scott Ison, City Attorney

Final Passage and Vote: _____

7350 W FARM ROAD 170

VOLUNTARY PETITION FOR ANNEXATION TO
THE CITY OF REPUBLIC

We, the undersigned, hereinafter referred to as the Petitioners, for our petition to the City Council of the City of Republic state and allege as follows:

1. That we are the owner of all fee interests of record in the real estate in Greene County, Missouri, described as follows, to wit:

(LEGAL DESCRIPTION ATTACHED)

2. That the said real estate is not now a part of any incorporated municipality.
3. That the said real estate is contiguous to the existing corporate limits of the City of Republic, Missouri.
4. That we request that the said real estate be annexed to, and included within the corporate limits of, the City of Republic, Missouri, as authorized by the provisions of Section 71.012, RSMo.
5. That we request the City Council of the City of Republic to cause the required notice to be published and to conduct the public hearing required by law and to thereafter adopt an ordinance extending the limits of the City of Republic to include the above described real estate.

Dated this 17th day of NOVEMBER, 2020.

Owner's Signature: Alpine Homes Inc
Shirley Smith - Pres.

Date: 11/17/20

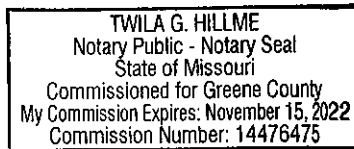
Owner's printed or typed name: ALPINE HOMES, INC
Shirley Smith

State of Missouri)
) ss
County of GREENE)

I, Twila G. Hillme, a notary public, do hereby certify that on the 17th day of NOVEMBER 2020 personally appeared before me, Shirley Smith, who being by me first duly sworn, (severally) declared that he is (they are) the person(s) who signed the foregoing document, and that the statements therein contained are true.

Twila G. Hillme
Notary Public Signature

Twila G. Hillme
Notary Public Name Printed or Typed

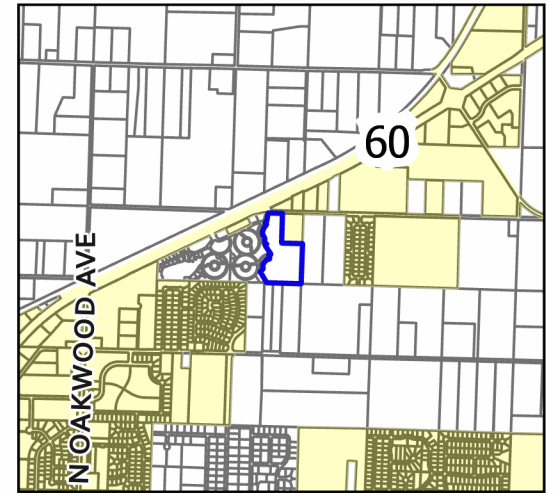


(NOTARIAL SEAL)

ANNX 20-007: Chalet City

Item 5.

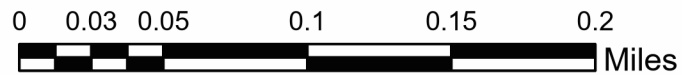
Vicinity Map



Legend

- Parcels
- Chalet City

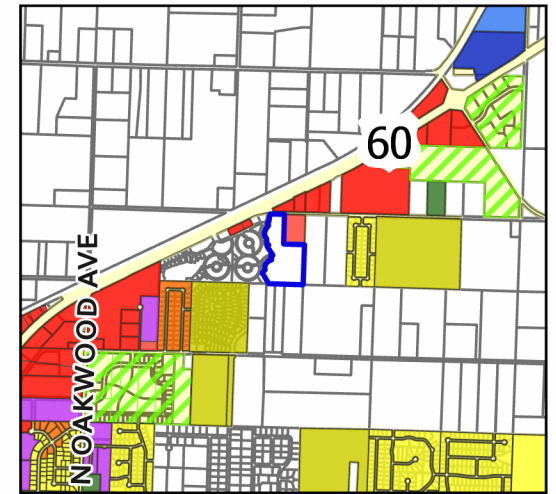
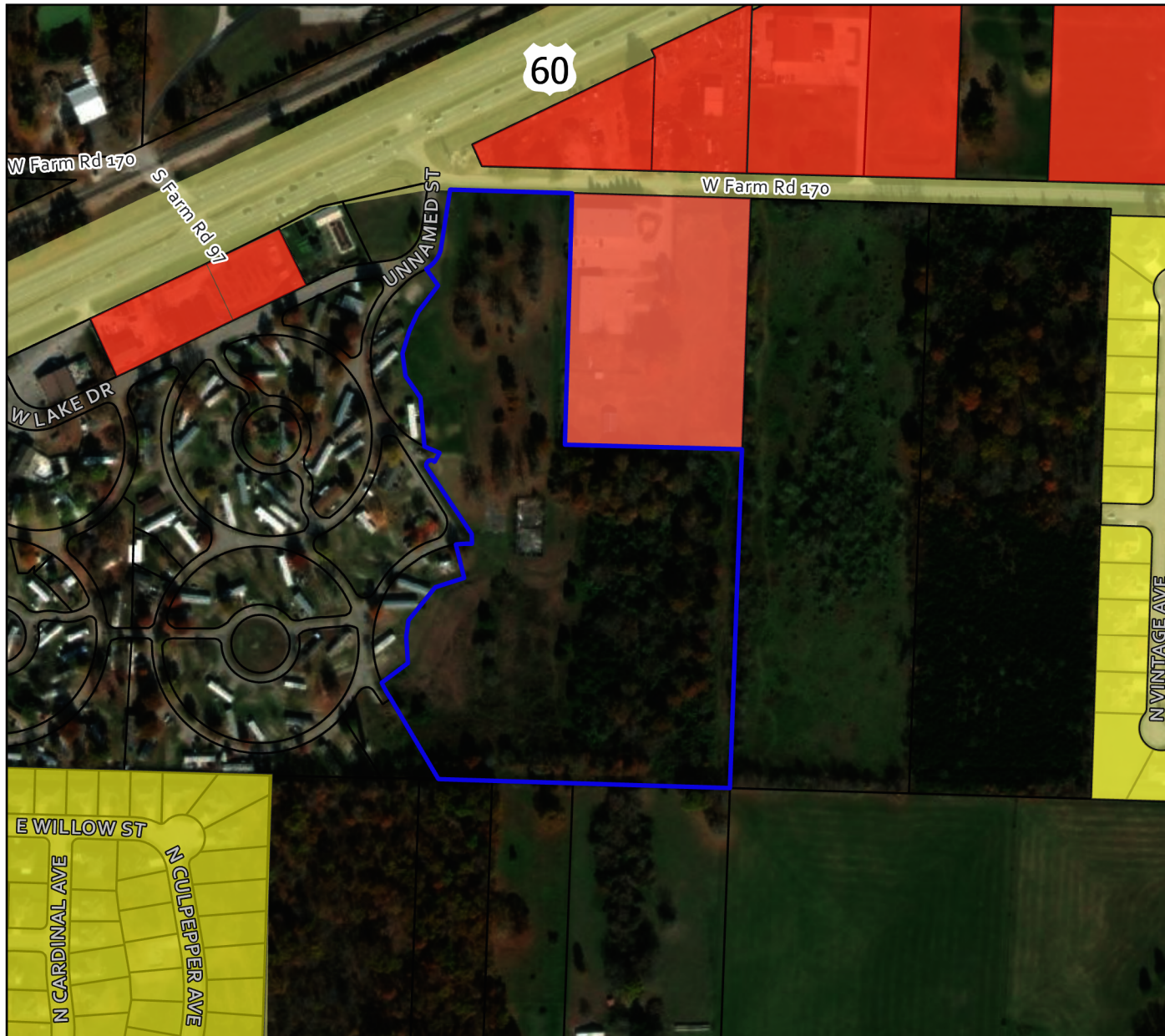
Parcel Owner: Alpine Home, INC
Parcel Address: 7300 Block of West Farm Road 174
Area: 15.52 Acres
Greene County Zoning: General Commercial (C-2)
Incoming Zoning: General Commercial (C-2)
Future Land Use Designation: Local Commercial (C-1)



ANNX 20-007: Chalet City

Zoning Map

Item 5.



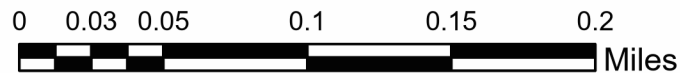
Legend

- Parcels
- Chalet City

Zoning

- AG Agricultural
- C-1 Commercial
- C-2 General Commercial
- C-3 General Commercial
- M-1 Light Manufacturing
- M-2 Heavy Manufacturing
- PDD Planned Development
- R1-L Single Family Low Density
- R1-M Single Family Medium Density
- R1-H Single Family High Density
- R1-Z Zero Lot Line Residential
- R-2 Two-family Residential
- R-3 Multi-family Residential

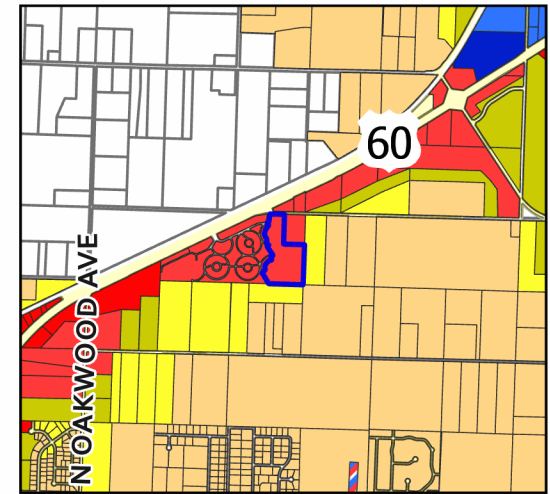
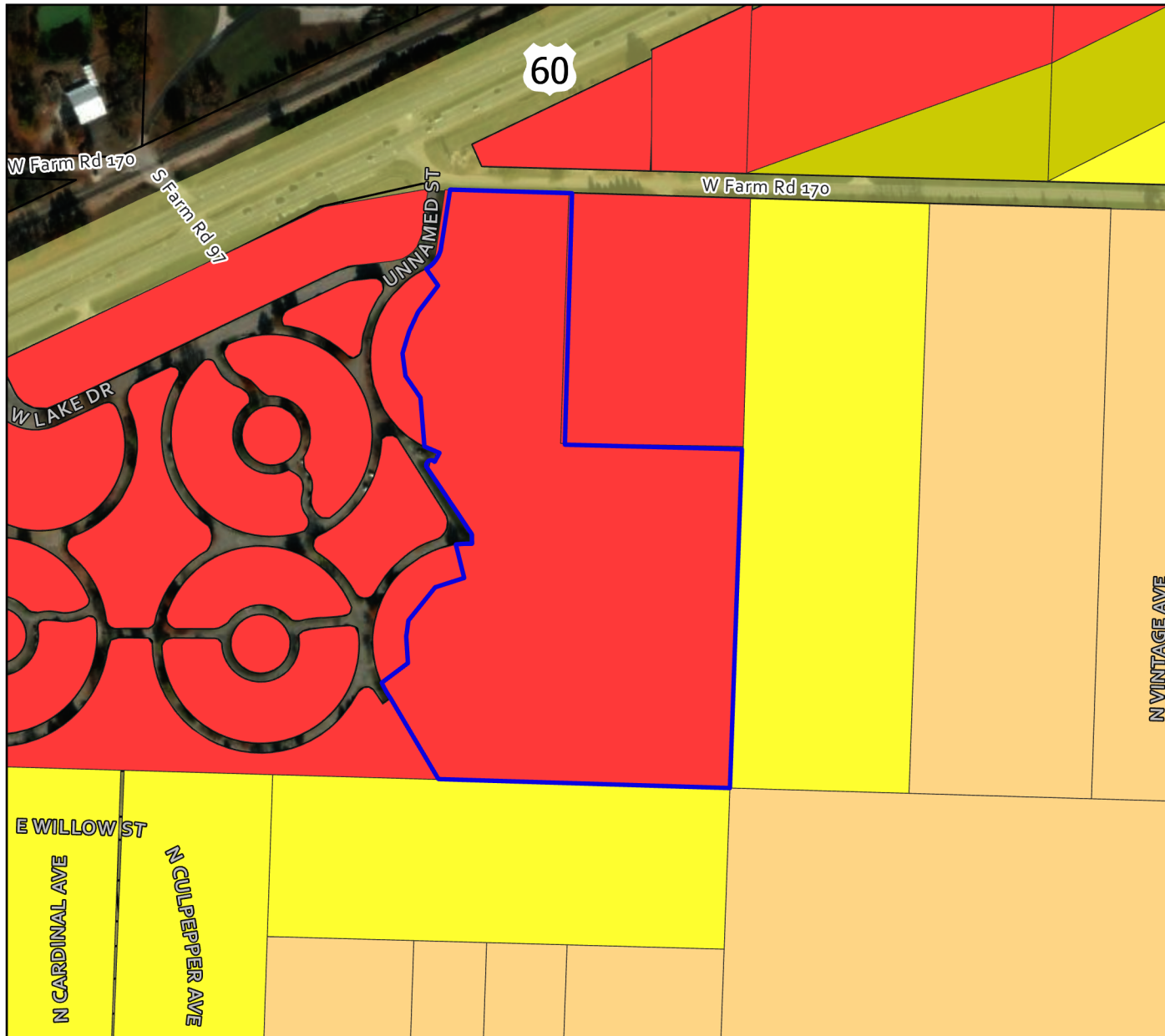
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 Parcel Address: 7300 Block of West Farm Road 174
 Area: 15.52 Acres
 Greene County Zoning: General Commercial (C-2)
 Incoming Zoning: General Commercial (C-2)
 Future Land Use Designation: Local Commercial (C-1)



ANNX 20-007: Chalet City

Future Land Use Map

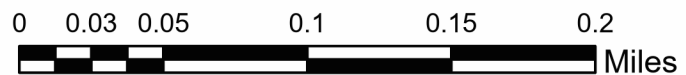
Item 5.



Legend

- Parcels
- Chalet City
- Future Land Use**
- Low Density Residential
- High Density Residential
- Med Density Residential
- Main Street District
- C-1
- C-2
- M-1
- M-2
- Park
- Planned Business Park
- Public Land Use
- School Land Use

Parcel Owner: Alpine Home, INC
 Parcel Address: 7300 Block of West Farm Road 174
 Area: 15.52 Acres
 Greene County Zoning: General Commercial (C-2)
 Incoming Zoning: General Commercial (C-2)
 Future Land Use Designation: Local Commercial (C-1)





AGENDA ITEM ANALYSIS

Project/Issue Name: 21-10 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into an Infrastructure Development Agreement with Turner Residential Holding, LLC for Infrastructure for Phase 1 of the Oak Hills Residential Subdivision.

Submitted By: Karen Haynes, BUILDS Department

Date: February 16, 2021

Issue Statement

Turner Residential Holding, LLC, wishes to enter into a Developer’s Agreement for the deferred construction of a 10” water main and Leon Avenue during the construction of the infrastructure associated with Phase 1 of Oak Hills.

Discussion and/or Analysis

The approved Preliminary Plat for Oak Hills requires the extension of a 10” water main parallel to West Farm Road 170 and the construction of Leon Avenue; the Developer is requesting deferment of both infrastructure improvements proportional to the number of lots in Phase 1 of the development.

The Oak Hill Subdivision consists of 135 residential lots; Phase 1 consists of 27 lots, equaling 20% of the total development. The estimated cost of construction of the water main extension is \$87,000.00; the estimated cost of construction of Leon Avenue is \$665,671.81.

The Developers Agreement financially secures 20% of the costs of construction of Leon Avenue, \$133,134.86 for a period of four years. The construction of Phase 1 requires the extension of more than 20% of the required 10” water main; subsequent phases may require financially securing the remainder of the water main if not proportional to the phase. The developer must construct the required improvements or enter into a new Developers Agreement with the City prior to the issuance of any additional permits for subsequent phases of the development.

Recommended Action

Staff recommends approval of the Developers Agreement.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN INFRASTRUCTURE DEVELOPMENT AGREEMENT WITH TURNER RESIDENTIAL HOLDING, LLC FOR INFRASTRUCTURE FOR PHASE 1 OF THE OAK HILLS RESIDENTIAL SUBDIVISION

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

WHEREAS, Turner Residential Holding, LLC (herein called the “Developer”) is the owner and Developer of the land for the Oak Hills residential subdivision (herein called the “Subdivision”) located in the City; and

WHEREAS, the City previously approved a similar infrastructure development agreement with the Developer on June 2, 2020, in Ordinance 20-23 regarding this same property which was then called A’Vila. However, due to changes made by the Developer in the infrastructure, a new agreement is required; and

WHEREAS, Developer is in the process of developing the Subdivision for residential properties; and

WHEREAS, the preliminary plat for the Subdivision requires that certain improvements be made; and

WHEREAS, the Developer wishes to defer certain improvements during Phase 1 of the Subdivision by executing an Infrastructure Development Agreement (herein called the “Agreement”) with the City; and

WHEREAS, the Agreement will allow Developer to defer the improvements, as outlined in the Agreement, shown on the preliminary plat during Phase 1 by providing the City with the proportional share of the cost for the improvements through a letter of credit or other surety all as outlined in the Agreement; and

WHEREAS, the Council finds this Agreement is in the best interest of the City as it will benefit the community through continued economic growth and development.

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

- Section 1. The City Administrator, or designee, on behalf of the City, is authorized to enter into an Infrastructure Development Agreement with Turner Residential Holding, LLC, said Agreement to be in substantially the same form as “Attachment 1.”
- Section 2. The City Administrator, or designee, on behalf of the City, is authorized to take the necessary steps to implement this Ordinance.
- Section 3. The whereas clauses are hereby specifically incorporated herein by reference.

BILL NO. 21-10

ORDINANCE NO. 21-

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


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

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

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison
Date: 2021.01.28 13:44:56 -06'00', Scott Ison, City Attorney

Final Passage and Vote: _____

INFRASTRUCTURE DEVELOPMENT AGREEMENT

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

WITNESSETH:

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

WHEREAS, Developer is a Missouri Limited Liability Company, and

WHEREAS, Developer is currently the owner of real property in the City of Republic commonly located at 7012 West Farm Road 170 and comprising approximately 48.5 acres, legally described in Exhibit A attached hereto and incorporated by reference into this Agreement, (“Property”), and is in the process of developing a residential subdivision on the Property, and

WHEREAS, in Ordinance 18-31, passed by Council on June 26, 2018, Developer’s Property was rezoned from Agricultural (AG) to High Density Single Family Residential (R1-H); and

WHEREAS, in Resolution 19-R-10, passed by Council on April 16, 2019, Developer’s Preliminary Plat for the Property known as the A’Vila Residential Subdivision (“A’Vila”)¹ consisting of approximately 139 lots was approved; and

WHEREAS, in Ordinance 20-23, passed by Council on June 2, 2020, a delayed infrastructure agreement was approved by Council, but the Parties never executed that agreement due to Developer changing the infrastructure on the Property; and

WHEREAS, in Resolution 21-R-09, passed by Council on January 19, 2021, Developer’s Preliminary Plat for the Property known as the Oak Hills Residential Subdivision (“Oak Hills”) consisting of approximately 135 lots was approved; and

WHEREAS, Developer has indicated its desire to phase the development of Oak Hills by submitting Phase 1 of Oak Hills to the City, which consists of approximately 27 lots, described in Exhibit B attached hereto and incorporated by reference into this Agreement; and

WHEREAS, as indicated by the Preliminary Plat for Oak Hills, and required under City Ordinances and the Transportation Plan, certain improvements must be completed upon the Property; and

¹ The Developer has renamed the subdivision from A’Vila to Oak Hills. In this Agreement, A’Vila and Oak Hills refer to the same Property.

WHEREAS, Developer has requested the City defer the required infrastructure construction by Developer of Leon Avenue and a 10” water main extension along the northern property line adjacent to West Farm Road 170 from the existing water main nearest the western boundary of the Property to the eastern boundary of the Property during Phase 1 of Oak Hills, described in Exhibit B attached hereto and incorporated by reference into this Agreement (“Deferred Infrastructure”); and

WHEREAS, the City has agreed to allow Developer to defer the above-mentioned Leon Avenue and 10” water line infrastructure construction during Phase 1 of Oak Hills subject to the terms contained in this Agreement and approval by Council.

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

1. Ability to Contract: Developer warrants that it has the ownership interest in the Property required to enter into this Agreement and fulfill the terms contained herein.
2. Infrastructure:
 - a. Developer agrees all required infrastructure for the Property as required under City Ordinances, Rules and Regulations, the Transportation Plan, and shown the Preliminary Plat must be completed before any final plat is issued by the City unless modified by this Agreement or any subsequent agreement or addendum.
 - b. City agrees to defer, during Phase 1 only of Oak Hills, the requirement for Developer to construct the infrastructure of Leon Avenue and a 10” water main extension along the northern property line adjacent to West Farm Road 170 from the existing water main nearest the western boundary of the Property to the eastern boundary of the Property, described in Exhibit B subject to the terms of this Agreement.
 - c. Developer agrees this deferral of infrastructure in Paragraph 2(b) is only a deferral and not a waiver of the construction during Phase 1 subject to this Agreement. All required infrastructure of Oak Hills still must be completed by Developer for Oak Hills.
 - d. Nothing in this Agreement shall be construed as requiring the City to construct or pay for any of the Delayed Infrastructure or any infrastructure on the Property.
 - e. With the understanding between the Parties the infrastructure in Paragraph 2(b) is just a deferral of Developer’s requirement to construct the Delayed Infrastructure during Phase 1 of Oak Hills, the Parties agree to the proportional share of the cost of the Deferred Infrastructure in Paragraph 2(b) shall be determined and as follows:
 - i. The Oak Hills subdivision, as shown on the Preliminary Plat, will consist of 135 lots. Phase 1 of Oak Hills, as shown in Exhibit B, will consist of 27 lots. Therefore, the proportional share of lots in Phase 1 will be 20% of the total lots of Oak Hills as contained in the Preliminary Plat.

- ii. Based upon data currently available and the estimated cost to construct the improvements at the time this Agreement is executed for the construction of Leon Avenue, running from northern to southern property lines, is \$665,671.81. Therefore, 20% of this deferred infrastructure would be \$133,134.36.
 - iii. Based upon data currently available and the estimated cost to construct the improvements at the time this Agreement is executed for the construction of the 10" water main extension along northern property line/adjacent to West Farm Road 170 ROW, from western to eastern boundary of Property is \$87,000.00. Therefore, 20% of this deferred infrastructure would be \$17,400.00.
 - iv. The Parties agree the above costs are just estimated to determine the proportional cost of the improvements under this Agreement and do not bind either Party to those costs for the final construction of the Deferred Infrastructure in Paragraph 2(b) or any future agreements.
- f. Developer agrees to secure through a letter of credit or other acceptable security ("Surety") as approved by the City and as payable to the City, the proportional amounts of the Deferred Infrastructure contained in Paragraph 2(d), that being \$133,134.36 for Leon Avenue and \$17,400.00 for the water main extension to be held by the City as security for the construction of these Delayed Improvements before any permits are issued for Oak Hills.
 - g. The Surety shall be valid for a minimum period of four years with an additional redemption period of six months for the City to initiate, if necessary, the collection on the Surety.
 - h. Once the Deferred Infrastructure secured by this Agreement are completed in their entirety as determined by the City, not just the proportional share, and accepted by the City after inspection, the Surety shall be returned to Developer.
 - i. Should Developer fail to complete all the Deferred Infrastructure secured by this Agreement, not just the proportional share, within four years after the date of execution of this Agreement, the City shall have, at its sole decision the option to either:
 - i. Pursuant to an amended agreement, extend the Surety on a year-by-year basis to allow for the completion of the Deferred Infrastructure subject to this Agreement; or
 - ii. Return the Surety to the Developer. At no time will the City return the Surety to anyone other than the Developer; or
 - iii. Collect the full amount of the Surety for use by the City. Should the City elect to collect the full amount of the Surety, the City shall be allowed to utilize the funds from the Surety to either complete the Deferred Infrastructure on the Property or use the funds for other infrastructure

improvements in the City or a combination thereof as determined by the City.

3. Easements: Developer agrees to execute any easements and/or rights-of-way reasonably required by City in order to perform the work contemplated by this Agreement and in order for City to provide future maintenance on said work on the Property after the work is completed. Said easements will be provided by Developer to City at no cost and shall be made before the City commences work under this Agreement. City and Developer agree that City may need further easements and/or rights-of-way that allow for the extension of the Public Improvements contained in this Agreement. City and Developer 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.
4. 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. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
5. Entire Agreement: This Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements. This Agreement may not be modified or amended other than in writing as agreed to by the Parties.
6. Default by Developer and Termination: If through any cause, the Developer shall fail to fulfill in timely and proper manner Developer's obligations under this Agreement, become insolvent, or if Developer shall violate any of the covenants, agreements or stipulations of this Agreement, the City shall deliver written notice of the same to Developer and if such failure or violation is not cured within ten days thereafter (or such longer period of time as is reasonably necessary so long as Developer begins to cure such failure or violation within such ten-day period and thereafter diligently pursues the same to completion), the City shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If City elects to terminate under this provision, the City shall have to collect on the Surety as contained in Paragraph 2(i) even if the four-years have not occurred as contained in the Paragraph.
7. Default by City and Termination: If through any cause the City shall fail to fulfill in timely and proper manner City's obligations under this Agreement, become insolvent, or if City shall violate any of the covenants, agreements or stipulations of this Agreement, the Developer shall deliver written notice of the same to City and if such failure or violation is not cured within ten days thereafter (or such longer period of time as is reasonably necessary so long as City begins to cure such failure or violation within such ten-day period and thereafter diligently pursues the same to completion), the Developer shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If Developer elects to terminate under this provision, Developer shall be responsible to City for all of actual costs in the

completion of the Delayed Improvements. Termination of this Agreement shall be the sole remedy for any default by City under this Agreement.

8. Jurisdiction and Venue: This Agreement shall be taken and deemed to have been fully executed and made by the Parties 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.
9. Dispute: In the event that the City is the prevailing Party in any litigation arising out of or relating to this Agreement, the City shall be entitled to all reasonable attorneys' fees and expenses incurred.
10. Liability: Nothing in this Agreement shall be construed to create any liability on behalf of the City for any direct, special, indirect, liquidated, or consequential damages. Developer agrees that the type of work to be performed under this Agreement will cause damage to Developer's Property and Developer agrees that the City shall not be liable for any damages caused to the Property outside of that necessary to complete the Infrastructure contemplated by this Agreement.
11. Independent Contractor: The Parties to this Agreement are separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties.
12. Execution: The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and emailed 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 either Party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.
13. Survival: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns as provided in this Agreement. The Parties acknowledge and agree that the rights and benefits afforded Developer under this Agreement shall run with the Property and shall be enforceable by and for the benefit of any and all successor owners of the Property without further consideration to or consent by the City. The Parties acknowledge and agree that at the request of either Party, a memorandum of this Agreement shall be duly executed by the Parties and recorded in the real estate records of Greene County, Missouri; provided, however, this Agreement shall be binding and enforceable as between the City and any current or future owner of the Property without recording thereof.
14. Headings: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.

15. Whereas Clauses: The “Whereas” clauses stated above are incorporated herein by reference.
16. Assignment: This Agreement may not be assigned by any Party without the prior written consent of the other Parties.
17. Sovereign Immunity: In no event shall any language or requirement in this Agreement be construed as or constitute a waiver or limitation of City’s defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.
18. Severability Clause: A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.
19. Funds Deposit: Developer agrees that any funds remitted to City under this Agreement may be comingled by the City with other funds deposited by the City from other sources. Further, any funds remitted by the District will gain no interest, and the City shall determine where said funds are to be deposited.
20. Contingent Upon Funds and Approval: This Agreement is contingent upon the City having sufficient funds available for the subject of this Agreement. Developer shall have no right of action against City in the event City is unable to perform its obligations under this Agreement as a result of insufficient funds. Further, this Agreement is subject to and conditioned upon approval by ordinance by the City Council.
21. Supplemental Agreements/Additional Action: The Parties agree to cooperate fully, to execute any supplemental agreements, and to take all additional actions that may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
22. Contract Documents: The Agreement shall consist of the following:
- a. This Agreement;
 - b. Exhibit A – Legal description;
 - c. Exhibit B – Oak Hills Phase 1 and Delayed infrastructure to be secured;
23. Notices: Any notice, request, or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

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

to Developer: Turner Residential Holding, LLC
ATTN: Shawn Turner
328 South Ave
Springfield, MO 65806

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

DEVELOPER/OWNER

Turner Residential Holding, LLC

(Signature)

(Printed Name)

(Title)

STATE OF MISSOURI)
)ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me personally appeared _____ (name), to me personally known, who being duly sworn, did say that he/she is the _____ (title) of Turner Residential Holding, LLC, and that the said instrument was signed on behalf of said corporation by authority of its board of directors, and _____ (name) acknowledged said instrument to be the free act and deed of said corporation, and that said corporation has no corporate seal.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in _____, the day and year first above written.

Notary Public

Print Name

My Commission expires: _____

(Notary Seal)

CITY OF REPUBLIC

David Cameron, City Administrator

Attest: Laura Burbridge, City Clerk

Approved as to Form:

Scott Ison, City Attorney

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit A

BOOK 2018, PAGE 00642818

TRACT A:

THAT CERTAIN PARCEL OR TRACT OF LAND BEING A PART OF THE NORTHEAST QUARTER (NE1/4) IN SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST, IN GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF SAID NE1/4; THENCE N88°20'02"W, ALONG THE NORTH LINE OF SAID NE1/4 OF THE NE1/4, A DISTANCE OF 160.00 FEET TO AN IRON PIN SET AT THE NORTHWEST CORNER OF TRACT 2 AS DESCRIBED IN BOOK 2004 AT PAGE 057458-04 IN THE GREENE COUNTY RECORDER'S OFFICE; THENCE N88°20'02"W, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 920.55 FEET TO AN IRON PIN SET FOR A POINT OF BEGINNING; THENCE S01°54'17"W, A DISTANCE OF 1331.90 FEET TO AN IRON PIN SET ON THE SOUTH LINE OF SAID NE1/4 OF THE NE1/4; THENCE N88°18'57"W, ALONG SAID SOUTH LINE, A DISTANCE OF 254.05 FEET TO AN EXISTING IRON PIN AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF SAID NE1/4; THENCE N88°09'36"W, ALONG THE SOUTH LINE OF SAID NW1/4 OF THE NE1/4, A DISTANCE OF 1334.60 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF SAID NW1/4 OF THE NE1/4, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 17 IN OLDE TOWN AT THE KERR PLACE, A RECORDED SUBDIVISION IN GREENE COUNTY, MISSOURI; THENCE N01°52'42"E, ALONG THE WEST LINE OF SAID NW1/4 OF THE NE1/4, ALSO BEING THE EAST LINE OF SAID OLDE TOWN AT THE KERR PLACE, A DISTANCE OF 1327.77 FEET TO AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF SAID NW1/4 OF THE NE1/4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID OLDE TOWN AT THE KERR PLACE; THENCE S88°20'02"E, ALONG THE NORTH LINE OF SAID NW1/4 OF THE NE1/4 AND THE NORTH LINE OF SAID NE1/4 OF THE NE1/4, A DISTANCE OF 1589.26 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 48.5195 ACRES (MORE OR LESS) AND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.

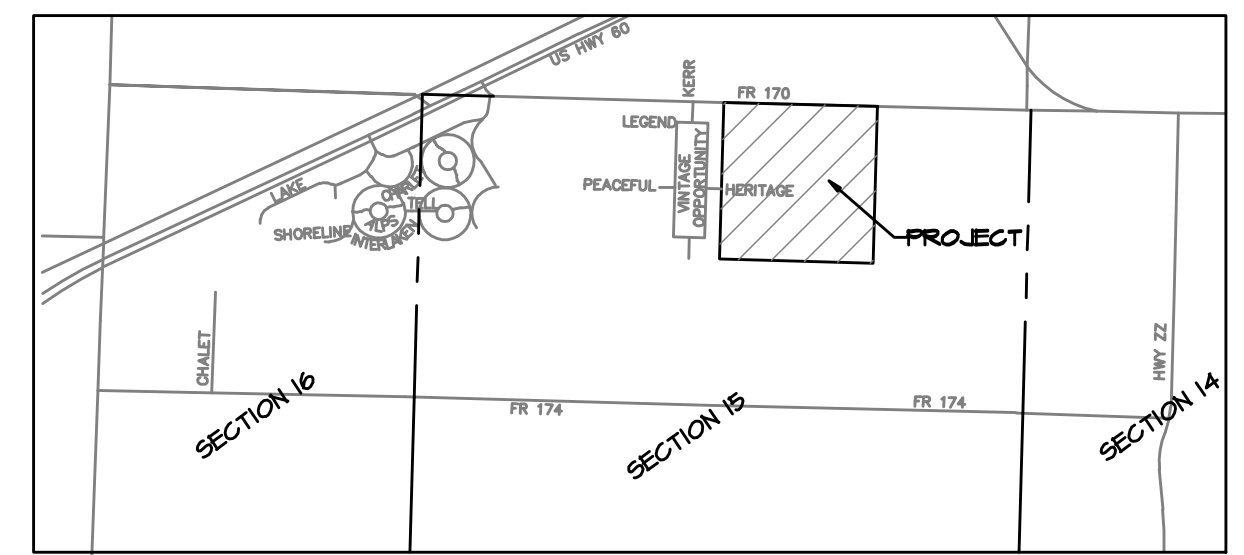
LINE DATA TABLE with columns: LINE, DIRECTION, DISTANCE, LINE, DIRECTION, DISTANCE, LINE, DIRECTION, DISTANCE

EASEMENT TABLE with columns: LINE, DIRECTION, DISTANCE, LINE, DIRECTION, DISTANCE

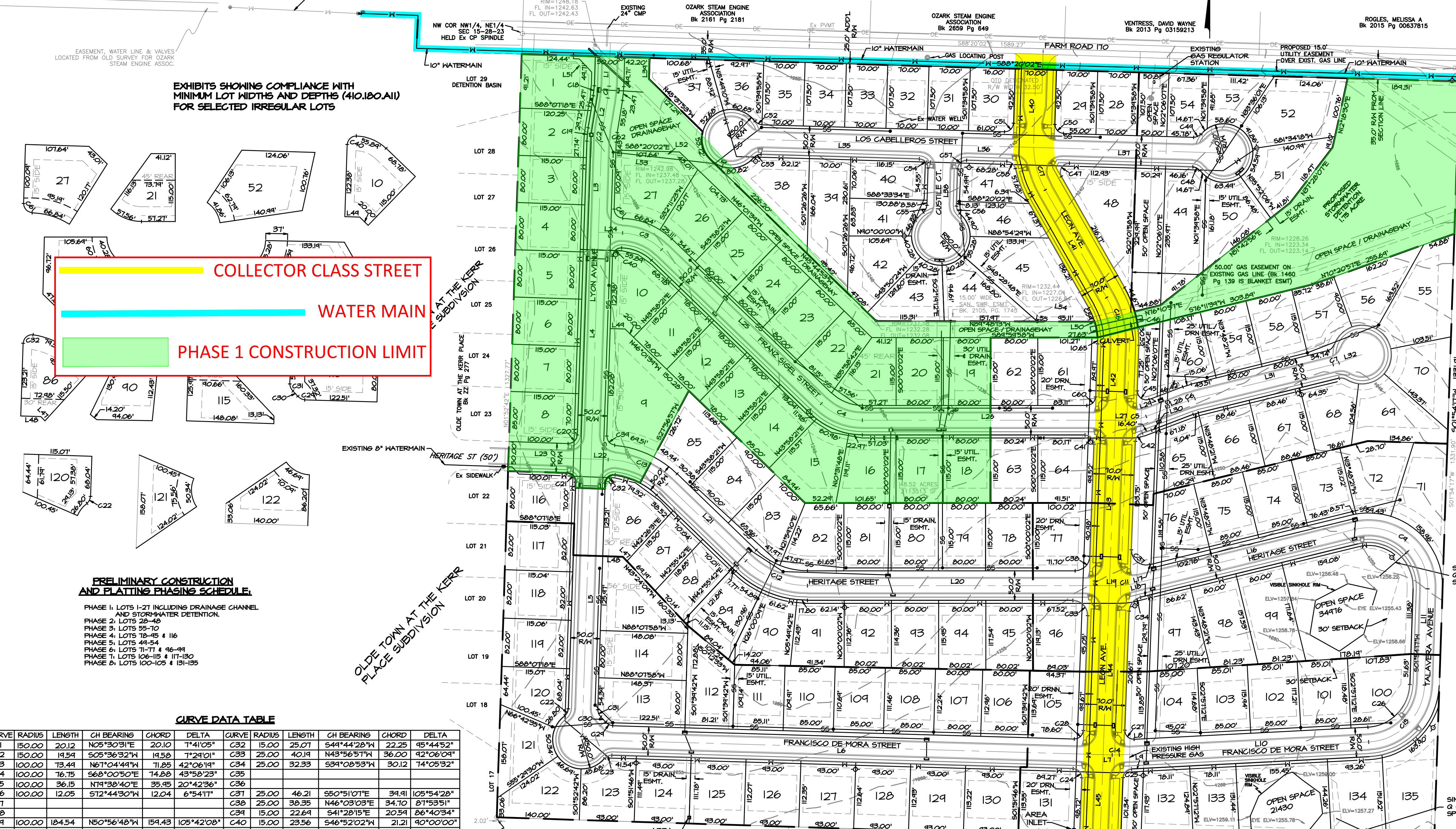
PRELIMINARY PLAT OF OAK HILLS A RESIDENTIAL SUBDIVISION IN REPUBLIC, MISSOURI

LEGEND: CALCULATED POINT, FOUND EXISTING IRON PIN, FOUND EXISTING STONE AS NOTED, SET PERMANENT MONUMENT, NORTH-SOUTH-EAST-WEST, BUILDING SETBACK LINE, DRAINAGE, UTILITY AND DRAINAGE, UTILITY EASEMENT

GRID NORTH: NOTE: ALL BEARINGS ARE BASED ON MO COORDINATE SYSTEM OF 1983 CENTRAL ZONE. ELEVATIONS: NOTE: ALL ELEVATIONS ARE BASED ON BENCHMARK E 344 BEING: 1269.76'



OWNER/DEVELOPER: TURNER RESIDENTIAL HOLDINGS, INC. 328 SOUTH AVE. SPRINGFIELD, MO 65806 SHAWN TURNER, PRESIDENT PHONE: (417) 860-6674

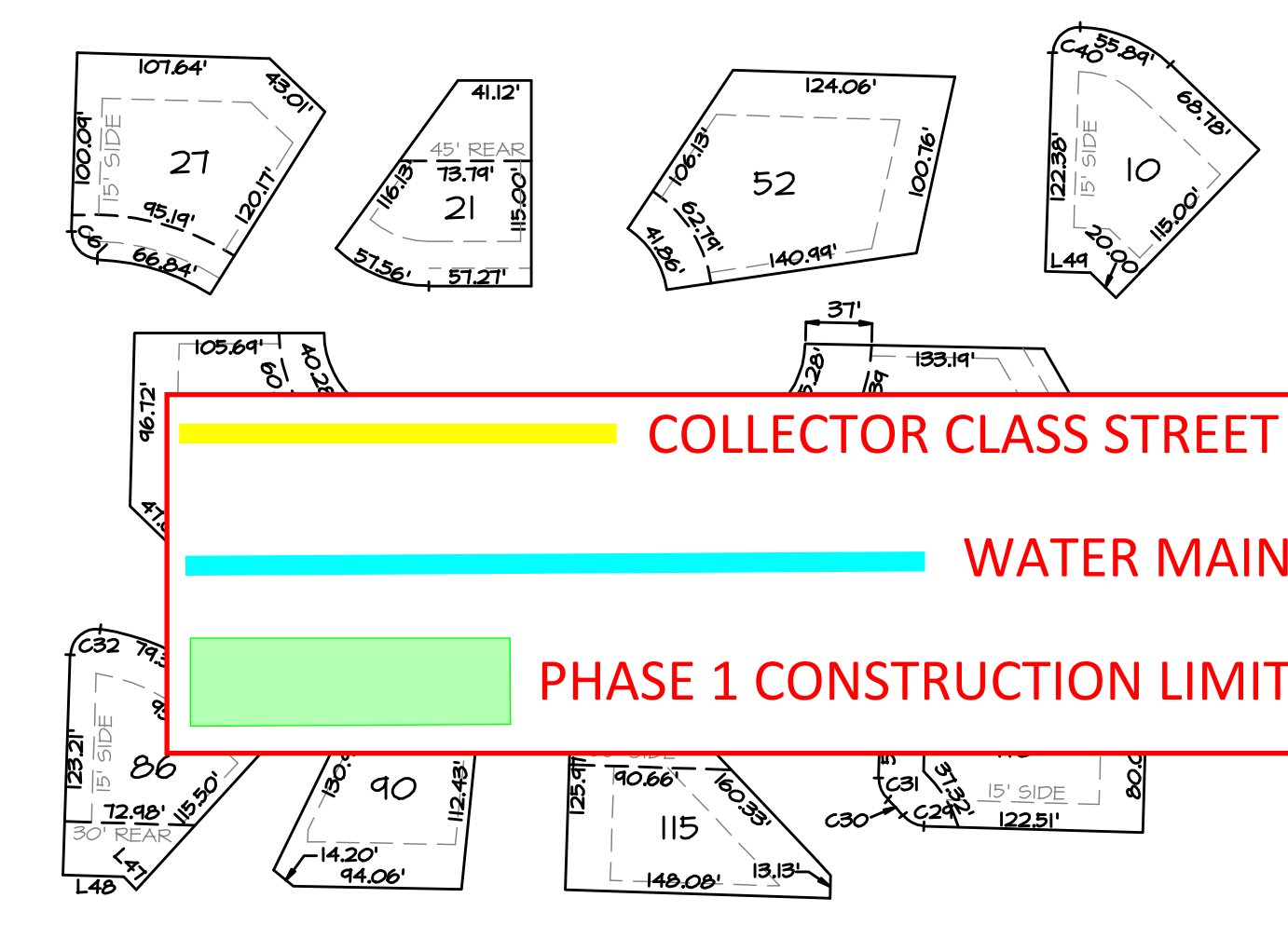


LOCATION MAP: TOWNSHIP 28 NORTH, RANGE 23 WEST SCALE 1"=2000'

DESCRIPTION OF DEVELOPMENT: BOOK 2018, PAGE 00642818

DEVELOPMENT NOTES: 1) TOTAL NUMBER OF LOTS: 135. 2) AREA OF DEVELOPMENT: 41.44 ACRES. 3) AREA OF RIGHT OF WAY: 10.70 ACRES. 4) AREA OF OPEN SPACE: 5.32 ACRES. 5) GROSS DENSITY OF DEVELOPMENT: 2.84 DU/ACRE. 6) CURRENT ZONING: HIGH-DENSITY SINGLE FAMILY RESIDENTIAL (R-H). 7) PROPOSED LAND USE: SINGLE FAMILY RESIDENTIAL. 8) PROPERTY CLASSIFICATION: RURAL. 9) SMALLEST LOT: 36 (7115 SF). 10) LARGEST LOT: 9 (19442 SF). 11) MINIMUM SETBACKS: FRONT YARD = 25 FEET, REAR YARD = 25 FEET, SIDE YARD = 6 FEET, SIDE STREET INTERSECTION = 15 FEET, SIDE STREET INTERSECTION (LEON AVE) = 20 FEET. 12) MINIMUM LOT SIZE 1000 SF. IN R-H MIN. LOT WIDTH = 70 FEET; CUL-DE-SAC = 60 FEET AT FRONT YARD SETBACK. MIN LOT DEPTH = 40 FEET. 13) ALL SIDEWALKS SHALL BE 5' WIDE. 14) ALL WATERMANS ARE 8" IN DIAMETER, UNLESS NOTED OTHERWISE. 15) ALL SANITARY SEWER PIPING SHALL BE 8" IN DIAMETER. ALL WATERMANS ARE STANDARD 4" I.D. DIAMETER. 16) ALL STREETS ARE TO BE DEDICATED TO THE PUBLIC. 17) CURVED LOT LINES ARE CONCENTRIC TO CENTERLINE OF ROADS, EXCEPT AS NOTED. 18) OWNERSHIP AND MAINTENANCE OF OPEN SPACES AND DRAINAGE/DETENTION EASEMENTS AND AREAS SHALL BE ESTABLISHED THROUGH A HOMEOWNER'S ASSOCIATION. MAINTENANCE OF ANY DRAINAGE EASEMENT THAT IS CONTAINED WITHIN A PLATTED LOT SHALL BE THE RESPONSIBILITY OF THE LOT OWNER. 19) NO DIRECT ACCESS TO FARM ROAD I70 FROM ANY LOT. NO DIRECT ACCESS TO LEON AVE FROM ANY LOT. 20) DEVELOPMENT DOES NOT LIE IN A FLOOD ZONE.

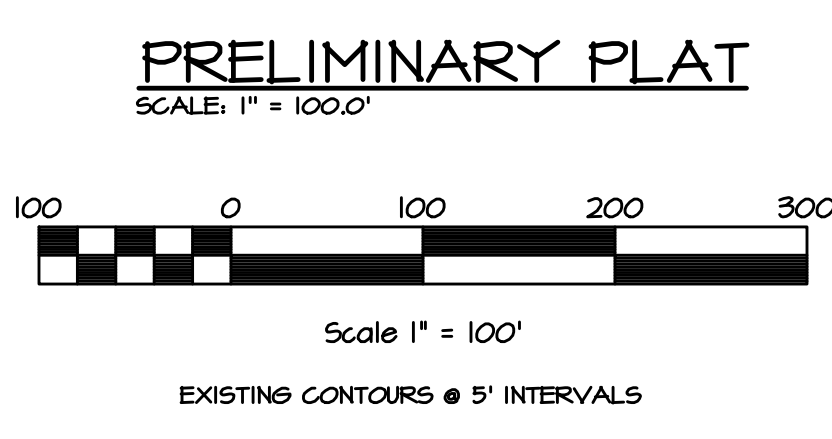
EXHIBITS SHOWING COMPLIANCE WITH MINIMUM LOT WIDTHS AND DEPTHS (410.180.A1) FOR SELECTED IRREGULAR LOTS



PRELIMINARY CONSTRUCTION AND PLATING PHASING SCHEDULE: PHASE 1: LOTS 1-121 INCLUDING DRAINAGE CHANNEL AND STORM-WATER DETENTION. PHASE 2: LOTS 28-48. PHASE 3: LOTS 49-110. PHASE 4: LOTS 18-45 & 116. PHASE 5: LOTS 49-54. PHASE 6: LOTS 71-77 & 46-94. PHASE 7: LOTS 106-115 & 171-185. PHASE 8: LOTS 100-105 & 151-155.

CURVE DATA TABLE with columns: CURVE, RADIUS, LENGTH, CH BEARING, CHORD, DELTA, CURVE, RADIUS, LENGTH, CH BEARING, CHORD, DELTA

BLOCK NOTE: FRANZ SIGEL STREET BLOCK LENGTH = 445.18 LF, 529.04 LF. HERITANCE STREET BLOCK LENGTH = 452.21 LF, 595.46 LF. FRANCISCO DE MORA STREET BLOCK LENGTH = 863.36 LF, 506.30 LF. LYON AVE BLOCK LENGTH = 304.18 LF, 475.31 LF. TALAVERA AVE BLOCK LENGTH = 324.04 LF, 261.27 LF. LOS CABALLEROS STREET BLOCK LENGTH = 321.86 LF, 152.80 LF, 354.50 LF. STREET WIDTH NOTE: STREET WIDTHS MEASURED FROM BACK OF CURB TO BACK OF CURB ARE AS FOLLOWS. LOS CABALLEROS STREET: 28 FEET. FRANZ SIGEL STREET: 28 FEET. HERITANCE STREET: 28 FEET. FRANCISCO DE MORA STREET: 28 FEET. CUL-DE-SAC: 80 FEET DIAMETER. LYON AVE: 28 FEET. ALCAZAR CT: 28 FEET. CASTLE CT: 20 FEET. LEON AVE: 28 FEET. TALAVERA AVE: 28 FEET.



UTILITIES: WASTEWATER: CITY OF REPUBLIC PUBLIC WORKS (417) 732-3400. 221 N. MAIN STREET, REPUBLIC, MISSOURI 65738. GAS: SPIRE ENERGY (616) 756-5252. 1500 E. 35TH STREET, KANSAS CITY, MO 64124. ELECTRIC: LIBERTY UTILITIES (800) 206-2300. 201 N. MAIN STREET, REPUBLIC, MISSOURI 65738. TELEPHONE: SOUTHWESTERN BELL. 600 E. ST. LOUIS, SPRINGFIELD, MO 65806 1-800-403-3302. WATER: CITY OF REPUBLIC PUBLIC WORKS (417) 732-3400. 201 N. MAIN STREET, REPUBLIC, MISSOURI 65738. CABLE TELEVISION: MEDIA COM CABLE SERVICES. 1533 S. ENTERPRISE, SPRINGFIELD, MO. 65804 (417) 875-5500.

Vandersluis Engineering Inc. logo and contact information. OAK HILLS A RESIDENTIAL SUBDIVISION PRELIMINARY PLAT. SURVEY BY: MACKAY. DESIGN BY: RGH. HOR. NOTED. SHEET 1 OF 1 SHEETS. DATE: 12/04/20. CHECKED BY: RGH. DRAWN BY: DB/RG. SCALE: 1"=200' P. PLAT. FILE NO.:



AGENDA ITEM ANALYSIS

Project/Issue Name: 21-11 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing an Intergovernmental Agreement with the Missouri Highways and Transportation Commission for the Blueprint for Safer Roadways Program.

Submitted By: Lt. Jamie Burks

Date: February 16, 2021

Issue Statement

The Republic Police Department is requesting authorization to accept the 2021 Missouri Highways and Transportation Commission Blueprint for Safer Roadways Program Agreement.

Discussion and/or Analysis

The Missouri Highways and Transportation Commission has authorized State Road Funds to be used to support regional Blueprint for Roadway Safety activities. The purpose of this Agreement is to grant the use of such State Road Funds to the City of Republic Police Department for the following:

Two (2) Stalker Duel DSR Dash Mounted Radar Units totaling \$5,848.00 to be awarded for this State bid item. With the units, the goal of this project is: (a) to increase enforcement on targeted crash corridors. (b) Reduce the number of fatality and injury collisions within our jurisdiction. (c) Lidar is a good speed prevention measure. (d) Reduce court time with more guilty pleas/verdicts. (e) Use for major crash investigations.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE BLUEPRINT FOR SAFER ROADWAYS PROGRAM

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

WHEREAS, the Missouri Highways and Transportation Commission (herein called "MoDOT") has proposed an Intergovernmental Agreement with the City for the Blueprint for Roadway Safety Program (herein called the "Grant"); and

WHEREAS, the Grant is a reimbursement grant for the City's Police Department to purchase two Stalker Dual DSR dash mounted radar units for a reimbursement amount not to exceed \$5,848.00; and

WHEREAS, the Council finds this Agreement is in the best interest of the City as it will result in considerable savings to the City and increase safety and security for our community.

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

- Section 1. Mayor Matt Russell is authorized to execute, on behalf of the City, an Intergovernmental Agreement with MoDOT for the Grant, said Agreement to be substantially in the form and content of the document attached hereto and incorporated herein.
- Section 2. The whereas clauses are hereby specifically incorporated herein by reference.
- Section 3. The provisions of this Ordinance are severable, and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 4. This Ordinance shall take effect and be in force from and after its passage as provided by law.

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

Matt Russell, Mayor

BILL NO. 21-11

ORDINANCE NO. 21-

Attest:

Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison
Date: 2021.02.11 09:52:10
-06'00' _____, Scott Ison, City Attorney

Final Passage and Vote: _____

CCO Form: HS02
Approved: 01/05 (BDG)
Revised: 03/17 (AR)
Modified:

Award name/number: BPC-SW-8U-Z
Award year: 2021

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
BLUEPRINT FOR SAFER ROADWAYS PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the

City of Republic Police Department, a municipal corporation in the State of Missouri (hereinafter, "City"); OR

County of _____, (hereinafter referred to as "County"); OR

Department of _____, a department within the executive branch of the government of the State of Missouri (hereinafter, "Department"); OR

_____, a recognized vendor with the State of Missouri (hereinafter, "Vendor")

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The Commission has authorized State Road Funds to be used to support regional Blueprint for Roadway Safety activities. The purpose of this Agreement is to grant the use of such State Road Funds to the City.

(2) ACTIVITY: The State Road Funds, which are the subject of this Agreement, will support the following activity to further Missouri's Blueprint for Roadway Safety:

Radar (2 Stalker Duals).

(3) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an

authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(4) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(5) COMMISSION REPRESENTATIVE: This Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(6) NONDISCRIMINATION CLAUSE: The City shall also comply with all state and federal statutes applicable to the City relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(7) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(8) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(9) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(10) ACCESS TO RECORDS: The City and its Contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc.

These records must be available at no charge to the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(11) REIMBURSEMENT: With regard to work under this Agreement, the City agrees that funds to implement Blueprint activities shall only be available for reimbursement of eligible costs which have been incurred by City. The City shall supply to the Commission copies of all bid information; purchase orders; invoices; and name, date, hours worked, and rate of pay (on Program Agreements that include salaries). Any costs incurred by City prior to authorization and notification to proceed from the Commission are **not** reimbursable costs. The Commission shall not be responsible for any costs associated with the activity herein unless specifically identified in this Agreement or subsequent written amendments. The Commission shall not provide more than **Five thousand eight hundred forty eight** dollars (\$5,848.00) for this Blueprint safety project.

(12) USE OF FUNDS: Any employee of City whose salary or wages are paid in whole or in part with federal funds is prohibited from participating in certain partisan political activities, including, but not limited to, being a candidate for elective office pursuant to Title 5 United States Code (hereinafter, "U.S.C."), Sections 1501-1508. If an employee of City participates in activities prohibited by the Hatch Act, City shall no longer pay that employee's salary or wages with federal funds unless the requirements of 5 U.S.C. Sections 1501-1508 are not applicable to that employee pursuant to 5 U.S.C. Section 1502(c).

(13) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission shall have the privilege of inspecting and reviewing the work being performed per this Agreement. The City shall also maintain all financial documents, reports, papers and other evidence pertaining to costs incurred in connection with this Program Agreement, and make such materials readily available for review at reasonable times and at no charge during this Agreement period and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission or any authorized representatives of the State of Missouri; copies shall be furnished, upon request, to authorized representatives of the Commission or State.

(14) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(15) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The City shall refund any overpayments as determined by the final audit.

(16) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(17) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that

they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

REPUBLIC POLICE DEPARTMENT

By _____

Title: District Engineer

Title _____

By _____

Title _____

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

Title _____

Ordinance No _____

*Note: If agency is a County with a county commission form of government, 3 signatures are required.



AGENDA ITEM ANALYSIS

Project/Issue Name: 21-R-05 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the Police Department to Apply for and Accept Two Reimbursable, 2021-2022 Missouri Highway Safety Program for Traffic Safety and Enforcement Grants.

Submitted By: Jamie Burks, Operations Lieutenant

Date: February 16, 2021

Issue Statement

The Republic Police Department is requesting authorization to apply for two (2) reimbursable Missouri Highway Safety Program Grants of 2021-2022 that provide funding directly to law enforcement agencies having primary law enforcement authority to increase their focus on Traffic Safety and Sobriety Checkpoints/DWI Enforcement.

Discussion and/or Analysis

The Republic Police Department will work in cooperation with the Missouri Highway Safety Division to address Traffic Safety through two grants:

- “Hazardous Driving Enforcement & Education”: \$8,000.00. Including: Personnel overtime costs.
- “Sobriety Checkpoints/DWI Enforcement”: \$10,000.00. Including: Personnel overtime costs.

The total requested for the two grants will be \$18,000. If approved, the monies would be available for overtime enforcement beginning October 1, 2021 through September 30, 2022; aimed at targeting hazardous vehicle violations in high volume vehicle collision locations and DWI driving throughout Republic.

Recommended Action

Staff recommends approval.

RESOLUTION NO. 21-R-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE POLICE DEPARTMENT TO APPLY FOR AND ACCEPT TWO REIMBURSABLE, 2021-2022 MISSOURI HIGHWAY SAFETY PROGRAM FOR TRAFFIC SAFETY AND ENFORCEMENT GRANTS

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

WHEREAS, the Republic Police Department wishes to apply for two reimbursable grants for the 2021-2022 years dealing with Hazardous Driving Enforcement and Education and DWI Enforcement (herein called the “Grants”); and

WHEREAS, the passage of this Resolution will authorize the Republic Police Department to apply for and if awarded, accept the two Grants; and

WHEREAS, if awarded, the potential grant funds of \$18,000.00 will be used for the enforcement of the Grants within the City limits; and

WHEREAS, the City Council finds that participating in these grant opportunities will result in considerable savings to the City and increase safety and security for our community.

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

- Section 1. The Republic Police Department is authorized to apply for two reimbursable Missouri Highway Safety Program Grants for 2021-2022, which provide funding for Hazardous Driving Enforcement and Education and DWI Enforcement to be used within the City limits.
- Section 2. The City Administrator or designee, on behalf of the City, is authorized to accept the two Grants if awarded.
- Section 3. The whereas clauses are hereby specifically incorporated herein by reference.
- Section 4. This Resolution shall become effective on and after the date of passage and approval as provided by law.


PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this 16th day of February 2021.

Matt Russell, Mayor

RESOLUTION NO. 21-R-05

Attest:

Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison
Date: 2021.02.11 10:15:04
-06'00' _____, Scott Ison, City Attorney

Final Passage and Vote: _____



AGENDA ITEM ANALYSIS

Project/Issue Name: 21-R-06 A Resolution of the City Council of the City of Republic, Missouri, Authorizing a Letter to the Missouri Department of Natural Resources for the Purpose of Requesting a Voluntary Referral to Develop an Abatement Order on Consent for Compliance of the Wastewater Treatment System.

Submitted By: Andrew Nelson, Republic BUILDS Director

Date: February 16, 2021

Issue Statement

This letter will be the next procedural step with expiration of the Voluntary Compliance Agreement the City entered in 2011.

Discussion and/or Analysis

The City must correct noncompliance issues at the wastewater treatment plant in regard to the handling of excess stormwater. The Missouri DNR has recommended that the City voluntarily request an Abatement Order with Consent (AOC) in order to continue operating while making capital investment into improvements in the Wastewater system. Should the City not voluntarily make this request and enter into the AOC, MDNR could issue an administrative order without consent requiring compliance and issuing penalties until compliance is achieved.

Recommended Action

Staff recommends approval.

RESOLUTION NO. 21-R-06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,
AUTHORIZING A LETTER TO THE MISSOURI DEPARTMENT OF NATURAL
RESOURCES FOR THE PURPOSE OF REQUESTING A VOLUNTARY REFERRAL TO
DEVELOP AN ABATEMENT ORDER ON CONSENT FOR COMPLIANCE OF THE
WASTEWATER TREATMENT SYSTEM**

WHEREAS, the City of Republic, Missouri, (herein called the "City" and "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 current wastewater treatment system and plant was completed in 2002 after a vote of the citizens; and

WHEREAS, the City has experienced significant growth since the current wastewater treatment system and plant was designed and constructed. The population of the City was 8,438 residents according to the 2000 census, the City's population is now approximately 16,938; and

WHEREAS, there are ongoing compliance issues with the current wastewater treatment system and plant that must be addressed; and

WHEREAS, on February 20, 2018, in Resolution 18-R-11, the City retained the services of Burns & McDonnell for the development of the water and wastewater master plans; and

WHEREAS, on May 19, 2020, in Resolution 20-R-12, the Council approved the water and wastewater master plans (herein called the "New Master Plans"); and

WHEREAS, on August 25, 2020, in Resolution 20-R-31, the Council awarded the bid for the final design of the wastewater treatment system and plant to Burns & McDonnell; and

WHEREAS, the New Master Plans address the 5 and 20-year planning periods for the City's water and wastewater system, including the wastewater treatment system and plant and compliance-related issues; and

WHEREAS, on January 19, 2021, Council tabled Ordinance 21-01 calling for a bond election to allow the City Administrator to pursue annual appropriations financing to fund improvements to the wastewater treatment system and plant regarding compliance issues and future growth; and

WHEREAS, on February 2, 2021, in Resolution 21-R-04, the Council authorized the City Administrator to pursue annual appropriations financing to fund improvements to the wastewater treatment system and plant regarding compliance issues and future growth; and

WHEREAS, the Missouri Department of Natural Resources (herein called "MoDNR") has requested a letter from the City outlining the City's plans to address the compliance issues with the current wastewater treatment system and plant; and

WHEREAS, if an Abatement Order on Consent is negotiated and drafted between the City and the MoDNR, it will be presented to Council for consideration.

RESOLUTION NO. 21-R-06

RESOLUTION NO. 21-R-06

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


- Section 1. The City Administrator or designee, on behalf of the City, is authorized to execute a letter substantially similar to "Attachment 1" attached hereto and incorporated herein to the MoDNR outlining the City's plans to address the compliance issues with the current wastewater treatment system and plant and requesting a voluntary referral to develop an Abatement Order on Consent.
- Section 2. The City Administrator, or designee, on behalf of the City, is authorized to take the necessary steps to implement this Resolution.
- Section 3. The whereas clauses are hereby specifically incorporated herein by reference.
- Section 4. This Resolution shall become effective on and after the date of passage and approval as provided by law.

PASSED AND APPROVED by the City Council for the City of Republic, Missouri, this 16th day of February 2021.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison
Date: 2021.02.11 13:20:22
-06'00', Scott Ison, City Attorney

Final Passage and Vote: _____

February , 2021

Natalie Wigger
Missouri Department of Natural Resources
Water Protection Program
Compliance & Enforcement Sec.
Natalie.Wigger@dnr.mo.gov

Re: City of Republic, MO-0022098
Request for Extension of Voluntary Compliance Agreement/Request for AOC

Dear Ms. Wigger,

I am writing on behalf of the City of Republic ("City"). As you know the City holds a Missouri State Operating Permit (Permit No. MO-0022098), issued September 1, 2020 and effective through March 31, 2024. The MSOP allows discharges from the City's publicly owned treatment works via Outfall 001. Since 2011, the City has also been operating under a Peak Flow Voluntary Compliance Agreement ("VCA"), which regulates wastewater discharges from the stormwater clarifier (Outfall 002). The VCA allowed the City time to eliminate discharges from the peak flow clarifier from Outfall 002. The City requested an extension of the VCA in a letter dated October 3, 2016. MDNR approved the extension in a letter dated October 17, 2016; the VCA is effective until October 4, 2021.

Pursuant to the VCA, the City developed and implemented an approved Bypass Elimination Plan, and put significant time and capital into addressing inflow and infiltration ("I&I"). With this letter, the City requests a voluntary referral to develop an Abatement Order on Consent ("AOC") with a compliance schedule to allow it to eliminate discharges from Outfall 002 for the reasons described below.

Background

Stepping back, a new City Administrator and City team took over in 2016. When they came in, aging water infrastructure was a priority. That said, it was apparent that a thoughtful and deliberate approach was necessary to provide an efficient and well-rounded plan to maximize results and minimize further impact on already-taxed ratepayers. The City reorganized the Public Works department and refocused its efforts on its treatment plant and stormwater. As part of its review, the City quickly retained Burns & McDonnell to assist with development of a Water and Wastewater Master Plan ("Master Plan").

The Master Plan included an 18-month data collection and planning effort and review of both the City's wastewater treatment plant ("WWTF") and the stormwater system. Review of the entire collection system helped the City and its consultants better understand the Outfall 002 discharge

and make recommendations for improvements. This detailed process was done in parallel with City-wide planning and implementation around development/redevelopment, including the Amazon fulfillment center announced in November that will bring hundreds of new jobs (and likely new residents) to the City. This comprehensive approach to both the water system and future community planning allowed City officials to make more informed decisions based on anticipated growth.

With this understanding of its system and recommended improvements, the City initiated a funding process to evaluate funding sources and avoid unnecessary impact on its ratepayers. This included working to expire previous POTW debt to help minimize impact of future rate increases. The City recommended and City Council approved in January 2021 a plan to pursue Certificates of Participation and/or special obligation bonds to fund nearly \$36 million in improvements to its water system. This approach will facilitate faster construction timeframes City intends to issue bonds for rate increases to take effect in July 2021.

Path Forward

The Master Planning exercise included both the WWTP and I&I and resulted in short-term (five-year) and long-term (20-year) plans focused on a goal-based I&I reduction strategy and capital improvement plan. Both short-term and long-term planning was necessary, as the City has focused on identifying and bringing redevelopment opportunities into the area, benefitting both the local and state economies. The City intends to continue implementing actions to achieve compliance now, while positioning its facilities to accommodate anticipated growth.

As it relates to the Outfall 002, consistent with and in addition to its Bypass Elimination Plan, the City uses aggressive efforts to reduce the frequency of wet-weather events from both public and private sources. This includes routine inspections and camera of pipes, manhole inspections, smoke testing, line-flushing, prioritization to facilitate targeted I&I efforts, implementation of grease trap protocols, and public education and outreach targeting private sources.

The Master Plan builds on these existing I&I efforts. Additional recommended projects related to elimination of the Outfall 002 discharge are described in the City's Flow Analysis and Inflow and Infiltration Evaluation, and Existing and Future Conditions Assessment. Some of these items include development and use of an I&I database, increased treatment capacity, prioritized lift station improvements, targeted I&I reduction, increased pipe diameters and pipe slopes. The \$20 million in projects approved by the Council to date are listed below:

Table 0-1: CIP Project Summary

CIP Project	Description	Phasing Priority	Opinion of Probable Cost
1	Database Management	1	\$52,000
2	I&I Reduction - FM-109	1	\$1,323,000
3	LS#4 Lift Station and FM Improvements	1	\$1,190,500
4	I&I Reduction - FM-112	1	\$280,500
5	I&I Reduction - FM-115	1	\$1,440,500
6	Lower Brookline Linear Improvements	1	\$2,849,500
7	McElhany Lift Station Improvements	1	\$851,500
8	Brookline South Lift Station Improvements	1/2	\$1,100,000
9	Proposed Gravity Sewer, Lift Station, and Forcemain	2	\$9,317,500
10	Brookline North Lift Station Improvements	3	\$530,000
11	LS#2 Lift Station and FM Improvements	1/2	\$1,853,000

Currently, the City is in the design phase and obtaining bids for the improvements. When that process is completed, the City intends to move forward with a design-build. The City is preparing a timeline to eliminate discharge from Outfall 002 and remove the wet weather outfall; this will include an anticipated construction start-date in Q1 of 2022 (though that is contingent on design and permitting). The City is currently exceeding the consultant's timing expectations, and moving forward with Certificates of Participation to fund and further expedite the improvements. A funding plan approved by the City Council via the attached resolution.

For the reasons described above, the City requests a voluntary referral to negotiate an AOC consistent with examples provided such as the Monroe City order including a schedule of compliance to remove Outfall 002. While a full AOC will have to be negotiated and a final version approved by the City Council before execution, this letter and overarching strategy has been approved by the City Council in hopes of facilitating a smooth and efficient process on our end. The resolution approving the funding is attached hereto. If you have any questions or need additional information, please let me know. The City would like to set up a meeting with MDNR in the coming weeks to discuss the status and path forward. Please let us know your availability and we can find an agreeable date. Thank you for your time and attention to this matter.

Sincerely,