



**Matt Russell, Mayor**  
Garry Wilson, Ward II  
Christopher Updike, Ward III  
Jennifer Mitchell, Ward IV  
  
Eric Franklin, Ward I  
Gerry Pool, Ward II  
Shane Grooms, Ward III  
Jim Deichman, Ward IV

**AGENDA**  
**City Council Meeting**  
**City Council Chambers, 540 Civic Boulevard**  
**October 05, 2021 at 6:00 PM**

**Call Meeting to Order**

**Opening Prayer**

**Pledge of Allegiance to the United States Flag**

**Citizen Participation**

**Consent Agenda**

- [1.](#) Approve September 21, 2021 City Council Minutes.
- [2.](#) 21-R-43 A Resolution of the City Council of the City of Republic, Missouri, Approving and Authorizing the City Administrator to Submit a Renewal Application for Hall Provider of Bingo Premises.
- [3.](#) 21-R-44 A Resolution of the City Council of the City of Republic, Missouri, Approving the 2022 City Council and Other 2022 Meeting Dates.
- [4.](#) 21-R-45 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Continue Engaging Outside Legal Counsel Regarding Environmental Compliance Matters.

**Board, Commission, and Committee Schedule**

Board of Adjustment Meeting	October 7, 2021 (Cancelled)
Planning & Zoning Meeting	October 12, 2021
City Council Meeting	October 19, 2021
City Council Budget Workshop	October 26, 2021 (5:30 p.m.)
City Council Meeting	November 2, 2021

**Old Business and Tabled Items**

- [5.](#) 21-58 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Final Plat of Olde Savannah Phase Two Subdivision.
- [6.](#) 21-61 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 4.77 Acres from Medium Density Single-Family Residential (R1-M) to General Commercial (C-3), Located at 503 North West Avenue.
- [7.](#) 21-62 An Ordinance of the City Council of the City of Republic, Missouri, Approving Entry of an Abatement Order on Consent with the Missouri Department of Natural Resources Regarding Wastewater Treatment and Authorizing the Execution of Same by the Mayor.

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

- [8.](#) 21-63 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Final Plat of the Monte Cristo Phase 10 Subdivision.
- [9.](#) 21-64 An Ordinance of the City Council of the City of Republic, Missouri, Amending Title I, Government Code, Chapter 110, Administrative Policies, Article VIII, Authority to Enter into

Contracts Policy and Chapter 120, City Officers and Employees, Article IV, Miscellaneous Provisions.

[10.21-65](#) An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the Execution of an Intergovernmental Agreement with Missouri Department of Social Services Family Support Division Regarding the Low Income Household Water Assistance Program.

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

[11.21-R-46](#) A Resolution of the City Council of the City of Republic, Missouri, Authorizing the Police and Fire Departments to Utilize Cares Act Reimbursement Funds Allocated by Greene County, Missouri.

[12.21-R-47](#) A Resolution of the City Council of the City of Republic, Missouri, Determining the Intent of the City of Republic, Missouri, to Reimburse Itself for Certain Capital Expenditures in Connection with the Acquisition, Construction, and Equipping of a Public Works Facility.

#### **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**  
Garry Wilson, Ward II  
Christopher Updike, Ward III  
Jennifer Mitchell, Ward IV  
  
Eric Franklin, Ward I  
Gerry Pool, Ward II  
Shane Grooms, Ward III  
Jim Deichman, Ward IV

**MINUTES**  
**City Council Meeting**  
**City Council Chambers, 540 Civic Boulevard**  
**September 21, 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 Matt Russell at 6:00 p.m. Council Members present included Christopher Updike, Jim Deichman, Eric Franklin, Garry Wilson, Gerry Pool, Shane Grooms, and Jennifer Mitchell. Others in attendance were: City Administrator David Cameron, Interim City Attorney Damon Phillips, Assistant City Administrator/Parks and Recreation Director Jared Keeling, Information Systems Director Chris Crosby, Lieutenant Jamie Burks, Planning Manager Karen Haynes, Fire Chief Duane Compton, Customer Experience Specialist Brianna Thompson, Chief of Staff Lisa Addington, BUILDS Administrator Andrew Nelson, Public Information Officer Allyssa Dudley, 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 Matt Russell.

**Citizen Participation**

Mayor Matt Russell opened citizen participation at 6:00 p.m. No one came forward so Mayor Russell closed citizen participation at 6:01 p.m.

**Consent Agenda**

Motion was made by Council Member Deichman and seconded by Council Member Pool to approve the consent agenda. The vote was 7 Aye-Deichman, Franklin, Grooms, Pool, Wilson, Updike, and Mitchell. 0 Nay. Motion Carried.

1. Approve September 7, 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.
3. Approve Vendor List.
4. Approve Utility Billing Fee Refunds.
5. 21-R-40 A Resolution of the City Council of the City of Republic, Missouri, Approving the Dedication of Right-of-Way of Approximately 0.29 Acres Located at 2860 North Brookline Avenue.
6. 21-R-41 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Execute an Addendum to the Agreement for Financial Consulting Services with Maximist, LLC.

**Board, Commission, and Committee Schedule**

Planning & Zoning Meeting                      October 12, 2021



City Council Meeting	October 5, 2021
Board of Adjustment Meeting	October 7, 2021
City Council Meeting	October 19, 2021

### Old Business and Tabled Items

7. 21-58 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Final Plat of Olde Savannah Phase Two Subdivision.

City Administrator David Cameron notified Council Bill 21-58 needed to be tabled until the next meeting to provide time for Liberty to install infrastructure. Council Member Franklin motioned to table the meeting until October 5, 2021. Council Member Updike seconded. The vote was 7 Aye-Deichman, Franklin, Grooms, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

8. 21-59 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the Mayor to Execute an Agreement with City Utilities of Springfield, Missouri to Bring Power to the City Gateway Sign Site Located at 6571 W. US Hwy 60.

Motion was made by Council Member Franklin and seconded by Council Member Updike to have the second reading of Bill 21-59 by title only. The vote was 7 Aye-Deichman, Franklin, Grooms, Pool, Wilson, Mitchell, and Updike. 0 Nay. Motion Carried. Jared Keeling was available to answer any questions from Council. Council Member Deichman motioned for the passage of Bill 21-59. Council Member Franklin seconded. A roll call vote was taken. The vote was 7 Aye-Deichman, Mitchell, Pool, Wilson, Updike, Franklin, and Grooms. 0 Nay. Motion Carried.

9. 21-60 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Execute a Cost Apportionment Agreement with the Missouri Highway and Transportation Commission for the Maintenance of Painting on Signals at State Highway 174 and US Highway 60.

Motion was made by Council Member Wilson and seconded by Council Member Updike to have the second reading of Bill 21-60 by title only. The vote was 7 Aye-Deichman, Franklin, Grooms, Pool, Wilson, Mitchell, and Updike. 0 Nay. Motion Carried. Andrew Nelson was available to answer any questions from Council. Council Member Wilson motioned for the passage of Bill 21-60. Council Member Pool seconded. A roll call vote was taken. The vote was 7 Aye-Deichman, Mitchell, Pool, Wilson, Updike, Franklin, and Grooms. 0 Nay. Motion Carried.

### New Business (First Reading of Ordinances)

- 10.21-61 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 4.77 Acres from Medium Density Single-Family Residential (R1-M) to General Commercial (C-3), Located at 503 North West Avenue.

Motion was made by Council Member Pool and seconded by Council Member Deichman to have the first reading of Bill 21-61 by title only. The vote was 7 Aye-Deichman, Franklin, Grooms, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill. Teresa Davison with Heithaus Engineering and Associates, Inc. located at 535 W Battlefield Rd spoke in favor of the bill. Mayor Russel reminded Council this is a first read and to get with staff prior to the next meeting with any questions.

11.21-62 An Ordinance of the City Council of the City of Republic, Missouri, Approving Entry of an Abatement Order on Consent with the Missouri Department of Natural Resources Regarding Wastewater Treatment and Authorizing the Execution of Same by the Mayor.

Motion was made by Council Member Mitchell and seconded by Council Member Franklin to have the first reading of Bill 21-62 by title only. The vote was 7 Aye-Deichman, Franklin, Grooms, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Andrew Nelson provided an overview of the bill. Mayor Russell reminded Council to get with staff prior to the next meeting with any questions.

### Other Business (Resolutions)

12.21-R-42 A Resolution of the City Council of the City of Republic, Missouri, Approving a Preliminary Plat for Ashford Place, a Residential Subdivision Consisting of Approximately 9.32 Acres Located at 924 North Main Street.

Motion was made by Council Member Grooms and seconded by Council Member Franklin to approve Resolution 21-R-42. Karen Haynes provided an overview of the Resolution. The vote was 7 Aye-Deichman, Franklin, Grooms, Wilson, Pool, Mitchell, and Updike. 0 Nay. Motion Carried.

### Reports from Staff

City Administrator David Cameron introduced Allyssa Dudley, the new Public Information Officer to Council. Mr. Cameron reported Ms. Dudley grew up in this area and is returning home after working in Saint Louis for four years. Mr. Cameron shared he looks forward to her partnering with media and staff to push out our message internally and externally. Mr. Cameron acknowledged Jennafer Mayfield did a solid job as Interim Public Information Officer and thanked her for her efforts in the absence of a PIO. Mr. Cameron shared we have a lot going on with fast growth rates. Mr. Cameron welcomed Ms. Dudley to the community.

City Administrator David Cameron shared Finance Director Meghin Cook will be back in office tomorrow. Mr. Cameron reported baby is doing well and we are looking forward to having Ms. Cook back. Mr. Cameron thanked Larry Brown for his work while Meghin has been out.

City Administrator David Cameron reviewed the finance report with Council. Mr. Cameron shared operating costs are down, mostly with savings in public safety. We have seen 17% growth in our sales tax numbers. Mr. Cameron shared his appreciation of staff and for Council allowing us to do our jobs. Mr. Cameron shared we treat our work here as we would our own business and home, being accountable for the funds spent. Mr. Cameron reminded Council that doing the right thing sometimes leads to frustration, as in the circumstances with the Wastewater Treatment Plant. Mr. Cameron shared if we take care of rate structure rather than fearing pushback from the community, the debt we are taking on for the upgrades would have been significantly less. Mr. Cameron shared the \$40 million cost would have been \$20 million ten years ago. Mr. Cameron reminded Council of the importance of taking care of what is already there and not just focusing on the new projects. Mr. Cameron shared the Water funds are also extremely low and vulnerable, so we will have to address that rate structure as well in the 2022 budget. Mr. Cameron reminded Council the rates haven't increased since 2014, but we will do increases in stair step increments.

City Administrator David Cameron shared we will have our budget hearing in November and shared the public safety measure will help with their budgets. Mr. Cameron notified Council we will not collect these taxes until January 1st, and anticipate seeing the first dispersements in March. Missouri Department of Revenue's protocol is to go through two quarters before implementation.

City Administrator David Cameron shared that two Mondays from now, we will be interviewing applicants for the Ward 1 seat to fill Brandon Self's vacancy.

City Administrator David Cameron shared our two largest threats to the community are the need for more public safety, and the Abatement order on Consent for the Wastewater Treatment Plant. This is a legal action and Mr. Cameron commended staff, engineering, and the wisdom of staff hiring outside environmental counsel to work through this. Mr. Cameron thanked the Missouri Department of Natural Resources (DNR) and Representative Davidson. Mr. Cameron reported the DNR did not posture with us and worked with us, giving us almost everything we asked for while agreeing with our arguments. Mr. Cameron shared the value in the expense of almost three million dollars because we didn't even have the elevation of pipes, We were able to stop the plan and move a different direction. Mr. Cameron reported he will be in Kansas City next week to work through what will get us on the right path with this project. Mr. Cameron encouraged Council to ask Andrew what the AOC means before the next meeting. Mr. Cameron reported Andrew will answer any questions needed. Mr. Cameron reminded Council we deferred the approved rate increase that was passed in April until January 2022. Mr. Cameron let Council know that due to the growth moving at a faster pace than previously anticipated, the last numbers he saw for the Wastewater Treatment Plant improvements was closer to One hundred million dollars.

City Administrator David Cameron reported he plans to have a November vision session. Mr. Cameron is presenting at the October 5th Chamber Luncheon a 20 minute overview of this vision as an opportunity to share with and engage the business community. Mr. Cameron reported we will go over this as a city in November, ask for feedback, and have another driving tour to see what is going on. Mr. Cameron reported there will be some new announcements that will coincide with that tour.

City Administrator David Cameron reported he attended a Civic Leadership Visit, where the first lady of Republic, Krystal Russell attended. Mr. Cameron reported he got to speak at that visit about regionalism. Mr. Cameron reported our area has a lot to offer and we need to move as a region moving forward because cities competing is not our objective. Mr. Cameron shared quality of life is important and we need to work collectively. Mr. Cameron reported he appreciated the opportunity to be away and felt it benefitted our community greatly.

Mayor Matt Russell shared that Mr. Cameron announced Mrs. Russell as the first lady every time she walked in the room.

City Administrator David Cameron shared he is excited about the future of Republic and Southwest Missouri collectively. Mr. Cameron reported he loves being part of that future and growing our region while being good stewards.

Mayor Matt Russell shared he didn't go to the Civic Leadership Visit but his wife Krystal did. Mayor Russell reported she told him about the event, sharing 65-70 people were in attendance, mostly from Springfield. On the last day during the takeaways, she was at one table where everyone talked about Republic growing and reported to the group about Republic. Mayor Russell shared that all the other tables talked about Republic's growth and about the flame David lit under them in his speech. Mayor Russell reported she said David did an amazing job. Mayor Russell reminded council that what we are doing is impactful. We are cleaning up problems and dealing with things, but people are talking about us and we are doing something right. Mayor Russell reported that David undersold what happened at that event and emphasized that people are paying attention and talking about our progress.

### **Adjournment**

Mayor Russell adjourned the meeting at 6:48 p.m.

ATTEST:

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

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

DRAFT



## AGENDA ITEM ANALYSIS

Project/Issue Name: 21-R-43 A Resolution of the City Council of the City of Republic, Missouri, Approving and Authorizing the City Administrator to Submit a Renewal Application for Hall Provider of Bingo Premises.

Submitted By: David Cameron, City Administrator

Date: October 5, 2021

### Issue Statement

To approve and authorize the renewal application for the Hall Provider of Bingo Premises.

### Discussion and/or Analysis

The Gerry Pool Senior Friendship Center plays bingo every Monday at 1:00 p.m. The City of Republic is required to submit the annual renewal application as the Hall Provider to the Missouri Gaming Commission. There is no fee for the application.

### Recommended Action

Staff recommends approval.



RESOLUTION NO. 21-R-43

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT A RENEWAL APPLICATION FOR HALL PROVIDER OF BINGO PREMISES**

**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 Senior Friendship Center plays bingo every Monday at 1:00 p.m. at the Republic Senior Friendship Center; and

**WHEREAS**, the City, as the owner of the property, is required by the Missouri Gaming Commission to make an application to allow bingo to be played at 210 East Hines Street in Republic, Missouri; and

**WHEREAS**, members of the City Council are listed as officers for the City of Republic and therefore, are included in the application; and

**WHEREAS**, there is no fee charged for the application.

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

Section 1. That the submitted Annual Renewal Application for Hall Provider of Bingo Premises, attached hereto and incorporated herein, is hereby formally approved by the Republic City Council and the City Administrator, or designee, is hereby authorized to sign and execute the Annual Renewal Application for the Missouri Gaming Commission.

Section 2. This Resolution shall become effective on and after the date of passage and approval.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Republic, Missouri this 21st day of September 2021.

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

Attest:

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

DocuSigned by:

*Damon Phillips* 9/29/2021

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

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

RESOLUTION NO. 21-R-43



# MISSOURI GAMING COMMISSION Annual Renewal Application for Hall Provider of Bingo Premises

Application and fee due **October 31, 2021**

Toll Free: 1-(866) 801-8643 Fax: (573) 526-5374

**Instructions:** All information must be reviewed for accuracy. Corrections should be made directly on the renewal application. Any misrepresentation or omission can result in the denial, suspension or revocation of your application and/or license. When information is unknown, so indicate. You must make a reasonable inquiry to determine the answers to all questions. Any statement that is not true or not disclosed, which becomes known at any later date, is cause for revocation of the organization's bingo license. **Provide missing information as applicable.**

**H-251 City of Republic**

Physical location of Hall:

Contact Name:  
Address: 210 E Hines St  
City State Zip: Republic MO 65738  
Email Address:

Mailing address of Hall:

Contact Name:  
Address 1: 213 N Main  
Address 2:  
City State Zip: Republic MO 65738  
Email Address:

FEIN number: **44-6000250**

Hall phone number: **(417) 732-7672**

Business Type: **Government**

Seating capacity: **301**

Has any of the information, (ie: Certificate of Incorporation, General Warranty Deed, ect...), submitted with the original Hall Provider Application changed? Yes  No  (If yes, please **attach** copies of the changes.)

### Organization Occasions:

Org License No: **B-2343** Org Name: **Republic Seniors Friendship Center**  
Start Time: **12:45 pm**  
Occurance: **Every** Lease Amount: **\$0.00**  
Day of Week: **Monday** Auxiliary Play:  Hall Play:

FEES PER BINGO OCCASION : Based on current information, please remit the amount indicated.

**Amount Due: 0.00**

1 = \$100.00 2 = \$200.00 3 = \$300.00 4 = \$400.00 5 or more = \$500.00

Individuals listed as officers for your company: Do the titles listed still accurately reflect the office held? Mark through the names of individuals who are no longer in office. Update any information as needed.

Name	DOB	Title
CAMERON, DAVID W		CITY ADMIN
DEICHMAN, JAMES LEO		COUNCIL MEN
FRANKLIN, ERIC MONROE		COUNCIL MEN
MITCHELL, JENNIFER LYNNE		COUNCIL MEN
POOL, GERALDINE		COUNCIL MEN
RUSSELL, MATTHEW ALLEN		MAYOR

SELF, BRANDON LEE -Remove  
UPDIKE, CHRISTOPHER SHAWN  
USSERY, JEFFREY ALLEN-Remove  
WILSON, GARRY E



COUNCIL MEN  
COUNCIL MEN  
MAYOR  
WARD II

Item 2.

If you wish to request approval for new officers list them in the space below: Include the individual's full name as shown on driver license or state-issued identification, social security number, date of birth, and a clear photocopy of the driver license or state-issued identification. If you have more than 10, please attach a sheet and provide all the pertinent information.

Name (Last, First, Middle)		SSN	Name (Last, First, Middle)		SSN
DOB	Title		DOB	Title	
Name (Last, First, Middle)		SSN	Name (Last, First, Middle)		SSN
DOB	Title		DOB	Title	
Name (Last, First, Middle)		SSN	Name (Last, First, Middle)		SSN
DOB	Title		DOB	Title	
Name (Last, First, Middle)		SSN	Name (Last, First, Middle)		SSN
DOB	Title		DOB	Title	
Name (Last, First, Middle)		SSN	Name (Last, First, Middle)		SSN
DOB	Title		DOB	Title	

**This application must be returned to the Missouri Gaming Commission on or before **October 31, 2021** along with the application fee.** Pursuant to Section 313.052 and Regulation 11 CSR 45-30.535, failure to submit the renewal application by this date will result in a penalty, in the amount of \$5.00 per day for each day the application is late. The United States Postal Service Postmark determines date received. **Please make the penalty check payable to the treasurer of the County where your organization is located and forward it to the Charitable Games Division.**

The company/organization acknowledges that any license granted by the Commission is subject to the provisions Chapter 313 RSMo and the Regulations promulgated thereunder. Failure to comply thereto will subject its license to suspension or revocation. Further, the company/organization agrees to allow inspections by the Commission made in accordance with the above and authorizes the Commission or its agents to examine and secure copies of any records or documents in connection with any bingo games.

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is correct and complete. I will comply with all of the provisions of Chapter 313 and the regulations adopted thereunder.

Print Name of owner, partner, officer or person authorized by attached Power of Attorney	Signature of owner, partner, officer or person authorized by attached Power of Attorney
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Title	Date	Daytime Phone No
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<b>Mail Application and Supporting Documents to</b>	Missouri Gaming Commission Charitable Games Division PO Box 1847 3417 Knipp Drive Jefferson City, MO 65102
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## AGENDA ITEM ANALYSIS

Project/Issue Name: 21-R-44 A Resolution of the City Council of the City of Republic, Missouri, Approving the 2022 City Council and Other 2022 Meeting Dates.

Submitted By: Laura Burbridge, City Clerk

Date: October 5, 2021

### Issue Statement

To review and approve the City Council and other meeting dates for 2022.

### Discussion and/or Analysis

Council Meetings will remain on the first and third Tuesdays of each month except for the following meetings:

Only 1 meeting in July (July 19<sup>th</sup>)

August meetings are moved due to the tax levy to August 16<sup>th</sup> and August 23<sup>rd</sup>

December will have 1 meeting (December 13<sup>th</sup>)

Planning and Zoning Commission will remain on the second Monday except for the following meetings:

October is moved to October 17<sup>th</sup> due to a conflict with the Columbus Day holiday.

November is moved to November 7<sup>th</sup> to meet between the two Council Meetings for November.

December is moved up a week to provide time between Planning and Zoning and the Council Meeting.

After the meeting dates have been approved by City Council, the dates will be published in The Greene County Commonwealth newspaper. Holidays have been taken into consideration.

### Recommended Action

Staff recommends approval.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, APPROVING THE 2022 CITY COUNCIL AND OTHER 2022 MEETING DATES**

**WHEREAS**, the City of Republic, Missouri, (herein called "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 Council generally meets twice per month; and

**WHEREAS**, other City Commissions and Committees generally meet monthly; and

**WHEREAS**, in order to provide the Citizens with information on meeting dates and to encourage Citizen participation, the City Council finds it is the best interest of the City to provide a list of the dates of City meetings for 2022 and to publish the same.

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

Section 1. The attached list of the 2022 City Council and other 2022 meeting dates is hereby approved.

Section 2. The City Clerk is hereby authorized and directed to publish the 2022 City Council and other 2022 meeting dates in *The Greene County Commonwealth* newspaper and on the City's website.

Section 3. This Resolution shall become effective on and after the date of passage and approval.

**PASSED AND APPROVED at** a regular meeting of the City Council of the City of Republic, Missouri this 5<sup>th</sup> day of October 2021.

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

ATTEST:

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

DocuSigned by:  
*Damon Phillips*  
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9/27/2021

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

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



## 2022 Proposed Council Meeting Dates

<b>January 2022</b>	
January 4, 2022	City Council Meeting
January 6, 2022	Board of Adjustment Meeting
January 10, 2022	Planning and Zoning Meeting
January 18, 2022	City Council Meeting
<b>February 2022</b>	
February 1, 2022	City Council Meeting
February 3, 2022	Board of Adjustment Meeting
February 7, 2022	Planning & Zoning Meeting
February 15, 2022	City Council Meeting
<b>March 2022</b>	
March 1, 2022	City Council Meeting
March 3, 2022	Board of Adjustment Meeting
March 7, 2022	Planning & Zoning Meeting
March 15, 2022	City Council Meeting
<b>April 2022</b>	
April 7, 2022	Board of Adjustment Meeting
April 5, 2022	City Council Meeting
April 11, 2022	Planning & Zoning Meeting
April 19, 2022	City Council Meeting
<b>May 2022</b>	
May 3, 2022	City Council Meeting
May 5, 2022	Board of Adjustment Meeting
May 9, 2022	Planning & Zoning Meeting
May 17, 2022	City Council Meeting
<b>June 2022</b>	
June 7, 2022	City Council Meeting
June 2, 2022	Board of Adjustment Meeting
June 13, 2022	Planning & Zoning Meeting
June 21, 2022	City Council Meeting
<b>July 2022</b>	
July 7, 2022	Board of Adjustment Meeting

July 11, 2022	Planning & Zoning Meeting
July 19, 2022	City Council Meeting
<b>August 2022</b>	
August 4, 2022	Board of Adjustment Meeting
August 8, 2022	Planning & Zoning Meeting
August 16, 2022	City Council Meeting (Meeting moved in consideration of setting 2022 Tax Levy)
August 23, 2022	City Council Meeting (Meeting moved in consideration of setting 2022 Tax Levy)
<b>September 2022</b>	
September 1, 2022	Board of Adjustment Meeting
September 6, 2022	City Council Meeting
September 12, 2022	Planning & Zoning Meeting
September 20, 2022	City Council Meeting
<b>October 2022</b>	
October 3, 2022	Planning & Zoning Meeting (Meeting moved for Columbus Day observance)
October 4, 2022	City Council Meeting
October 6, 2022	Board of Adjustment Meeting
October 18, 2022	City Council Meeting
<b>November 2022</b>	
November 1, 2022	City Council Meeting
November 3, 2022	Board of Adjustment Meeting
November 7, 2022	Planning & Zoning Meeting (Meeting moved to be the week between Council Meetings)
November 15, 2022	City Council Meeting
<b>December 2022</b>	
December 1, 2022	Board of Adjustment Meeting
December 5, 2022	Planning & Zoning Meeting (Moved due to one Council Meeting in December)
December 13, 2022	City Council Meeting (Meeting moved due to only one meeting in December)





## AGENDA ITEM ANALYSIS

Project/Issue Name: 21-R-45 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Continue Engaging Outside Legal Counsel Regarding Environmental Compliance Matters.

Submitted By: Andrew Nelson, BUILDS Administrator

Date: October 5, 2021

### Issue Statement

To retain Stinson LLP and increase the not to exceed amount to \$50,000.00 for environmental counsel to represent the City of Republic regarding the Abatement Order on Consent for wastewater.

### Discussion and/or Analysis

In October of 2011, the City entered into a Voluntary Compliance Agreement (VCA) with the Missouri Department of Natural Resources (DNR) to address discharges from the City's wastewater treatment plant (WWTP) of wastewater through a wet weather outfall, a constructed bypass of full treatment during wet weather events, which required elimination of discharges from the wet weather outfall within five years, subject to one extension of five years, which extension was entered on October 17, 2016. An additional extension is not an option for the City.

Stinson LLP has represented the City of Republic since March of 2020 regarding wastewater treatment, the Clean Water Act, and compliance with Missouri's Clean Water Law. The Abatement Order on Consent (AOC) has been presented to Council on September 21, 2021, with second read and vote to be held on October 5, 2021. The AOC provides the City the opportunity to complete all necessary upgrades by April 30, 2025. Staff is requesting to retain Stinson LLP throughout the AOC to represent the City as the need arises throughout this process. Stinson LLP has provided quality representation throughout this process and has the expertise to represent the City in this matter. The current not to exceed amount for services through Stinson LLP is \$25,000.00. Staff is recommending increasing the not to exceed amount to \$50,000.00.

### Recommended Action

Staff recommends approval.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI  
AUTHORIZING THE CITY ADMINISTRATOR TO CONTINUE ENGAGING OUTSIDE  
LEGAL COUNSEL REGARDING ENVIRONMENTAL COMPLIANCE MATTERS**

*WHEREAS*, the City of Republic, Missouri, (herein called the “City”) 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 engaged outside legal counsel, Stinson LLP (Outside Counsel), on or about March 10, 2020 regarding the City’s environmental compliance matters, including but not limited to requirements of the Missouri Department of Natural Resources (DNR) related to wastewater treatment, the Clean Water Act, and Missouri’s Clean Water law, as described in attached Ex. 1; and

*WHEREAS*, Outside Counsel has represented the City through on-going discussions with DNR, including regarding efforts to address discharges from the City’s wastewater treatment plant through a wet weather outfall, a constructed bypass of full treatment during wet weather events, pending anticipated wastewater treatment improvements; and

*WHEREAS*, whereas construction of anticipated wastewater treatment improvements may be completed on or before April of 2025, and the need for continued engagement of Outside Counsel is anticipated by Staff.

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

- Section 1. The City Administrator is authorized to continue engaging Outside Counsel pursuant to the terms and conditions described in Ex. 1.
- Section 2. The maximum amount of expenditure that may be incurred under the terms and conditions described in Ex. 1 is increased from \$25,000.00 to \$50,000.00.
- Section 3. The City Administrator or designee is authorized on behalf of the City to take the steps necessary to execute this Resolution and effect the resolved engagement described herein.
- Section 4. The whereas clauses are hereby specifically incorporated herein by reference.
- Section 5. This Resolution shall take effect and be in force from and after its passage as provided by law.

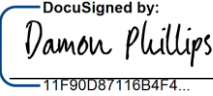
***PASSED AND APPROVED*** at a regular meeting of the City Council of the City of Republic, Missouri, this 5<sup>th</sup> day of October 2021.

---

Matt Russell, Mayor

Attest:

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

Approved as to Form:  9/29/2021 Damon Phillips, City Attorney  
11F90D87116B4F4...

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

Brittany A. Barrientos

PARTNER

DIRECT: 816.691.2358

OFFICE: 816.842.8600

brittany.barrientos@stinson.com

February 26, 2020

David Cameron  
City Administrator  
City of Republic, Missouri  
213 N. Main Street  
Republic, MO 65738

Re: City of Republic, Missouri – Environmental Matters (the "Matter")

Dear David:

Thank you for selecting Stinson LLP (the "Firm") to represent **City of Republic, Missouri** in connection with the above-referenced Matter. We appreciate the confidence that you have placed in us and look forward to serving as counsel in this engagement.

We are submitting this letter and the accompanying General Terms of Representation to serve as the written agreement for our engagement. This letter and the General Terms of Representation contain important information regarding how we provide legal services and will apply, unless otherwise agreed in writing, to all current and future matters for which you have retained or will retain us. If you have any questions about any part of our engagement or if you would like to discuss possible modifications to the terms of this engagement, please call me.

#### **Client**

For purposes of this engagement, the Firm's sole client will be **City of Republic, Missouri** (the "Client"). Except as otherwise agreed in writing, the Firm will not be representing any other person or entity in the Matter.

#### **Scope of Engagement**

Unless otherwise specifically agreed in writing, the scope of this engagement will be limited to the provision of legal services for **environmental compliance matters, including but not limited to Clean Water Act and Missouri's Clean Water law permitting and compliance**. Our acceptance of this engagement does not involve an undertaking to represent you or your interests in any other matter.

1201 Walnut Street, Suite 2900, Kansas City, MO 64106

STINSON LLP  STINSON.COM

David Cameron  
 February 26, 2020  
 Page 2

### Fees and Charges

Our fees for this engagement will be based upon and billed at the hourly rates of each attorney, paralegal, and other timekeeper performing services on your behalf. The current hourly rates for attorneys and paralegals anticipated to work on the Matter are as follows:

<u>Attorney/Paralegal</u>	<u>Hourly Rate</u>
Brittany Barrientos	\$375
Whitney Cole	\$300

Our hourly rates are adjusted periodically, typically on an annual basis, to reflect the advancing experience, capabilities, and seniority of our attorneys and paralegals as well as general economic factors. From time to time, it may become necessary or desirable to assign different or additional attorneys or paralegals to work on your Matter. You agree that we may charge the hourly rates currently in effect at the time the work is performed. In addition, we will bill for or request direct payment for disbursements or expenses that we incur, including delivery charges, significant photocopy or reproduction costs, computerized legal research charges, filing fees, fees and costs associated with practice support and/or electronic discovery providers, travel expenses, expert witness fees, and other vendor fees, if any. Typically, we forward third-party charges in excess of \$250 directly to you for payment. You agree to be responsible for the payment of such third-party charges and agree to indemnify the Firm in the event such charges are not paid and the vendor makes a claim against the Firm. Payment is due upon receipt of our statements.

PLEASE NOTE THAT THE GENERAL TERMS OF REPRESENTATION THAT WE ASK YOU TO AGREE TO INCLUDE A PROVISION CONCERNING MANDATORY BINDING ARBITRATION OF ANY DISPUTES ABOUT OUR FEES OR OTHER CHARGES. We have included this provision to resolve any such disputes quickly, efficiently and in a less public forum than in court, but it does cause both parties to give up rights they would otherwise have to bring an action in court. Please read this provision and the explanatory statement that accompanies it, and we advise you to seek separate counsel concerning whether you should agree to it. If you do not wish this provision to be a part of your agreement with us, please advise us before you sign this letter.

We understand the Client is a municipal corporation and Charter City. To comply with the Client's Ordinances, Purchasing Policy, and budget, this Matter shall have a fee cap with is not to exceed \$25,000 (the "Not to Exceed Amount") without the prior written approval of the Client with might include approval by the Client's City Council before the Not to Exceed Amount is reached. This Not to Exceed Amount includes third-party charges that we request or contract for on this Matter, which are to be paid by the Client. We agree to monitor the billing and third-party changes for this Matter and to notify the Client before or if we anticipate the Not to Exceed Amount will be exceeded. In no ways is this an estimate of fees for this matter. In addition, unless agreed to in writing, this engagement excludes litigation. The Firm retains the right to withdraw in this matter if the budget is exceeded and an increase is not agreed to.

### Retainers

David Cameron  
 February 26, 2020  
 Page 3

We may at any time request an advance fee retainer for any professional fees associated with the Matter. Retainers and other funds that belong to you will be held without interest on account by the Firm, until disbursed. Such funds may be applied in payment of your account for legal fees owed or other expenses incurred on your behalf.

**Conflicts of Interest**

We have performed a search of our other clients to determine if representing you might create a potential conflict of interest with any other clients. That check was done using your name and any other names you gave us. Please inform us immediately if you use other names.

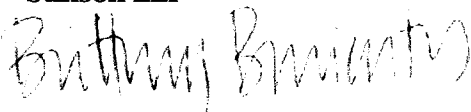
**Review and Return of Engagement Letter**

We ask that you review this letter and the General Terms of Representation carefully and let us know if there is any provision that you do not understand. If you have any questions concerning the terms of our engagement, or if you ever have a question about our charges, or their reasonableness, please contact me at your convenience to discuss the matter. Please sign and return this letter to confirm that it accurately reflects the scope, terms and conditions with respect to this engagement. However, please note that if we do not receive a signed copy of this letter, your instructing us or continuing to instruct us on this Matter will constitute your full acceptance of the terms of this letter and in the accompanying General Terms of Representation.

Thank you for choosing us as counsel. We look forward to a good and productive relationship.

Sincerely,

**Stinson LLP**



Brittany A. Barrientos

BAB:mjo

ACCEPTED AND AGREED  
 this 10<sup>th</sup> day of March, 2020

**CITY OF REPUBLIC, MISSOURI**

By:  \_\_\_\_\_

Name: DAVID CAMERON  
 Title: CITY ADMINISTRATOR

## GENERAL TERMS OF REPRESENTATION

Stinson LLP appreciates the opportunity to serve you. Our goal is to provide legal services that address your legal needs effectively and efficiently through our various offices.

The following information explains the client service practices and billing procedures that apply to our representation of your interests (unless you have reached a different written understanding with us). We encourage you to discuss these practices with our lawyers whenever you have questions during the course of our engagement.

**Our Client.** The person(s) or entity(ies) who are the client(s) in this engagement are limited to those specifically stated in the accompanying engagement letter. In order to avoid misunderstandings and/or inadvertent conflicts of interest in the future, it is understood that, in the absence of written agreement to the contrary, neither this engagement nor our work in connection with this engagement shall be understood or taken to create an attorney-client relationship with other, including related or affiliated (e.g., parent, subsidiary, shareholder, partner, member, director, officer, employee, insurer, joint venture, etc.), persons or entities.

**Personnel.** One lawyer will generally be assigned primary responsibility for seeing that your requests for legal services are met, but additional lawyers may assist in providing appropriate and efficient legal services. We attempt to assign personnel to each matter based on the nature and scope of the issues raised by the matter in conjunction with the experience and expertise of our lawyers.

**Provision of Legal Services.** This engagement is for provision of professional legal services, and not for the provision of business, personal, accounting, technical or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

**Results.** At the commencement or during the course of our representation, we may express opinions or beliefs concerning various issues or courses of action and the results that might be anticipated. Any such statement made by any partner or employee of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee.

**Entire Agreement.** The accompanying engagement letter together with these General Terms of Representation shall constitute the entire agreement between us concerning the engagement, and shall not be modified or supplemented, except in a subsequent writing signed by the parties.

**Periodic Billings for Legal Services.** Unless other arrangements have been made, it is our policy to render periodic statements for legal services on a monthly basis. We normally base these interim statements on hourly rates of lawyers and legal assistants working on the matter. Statements will be due upon presentation, and are to be paid no later than 30 days following the invoice date. The amounts paid on our interim billings are applied to the total final fee. If any statement amount remains unpaid 60 days after the

invoice date, the Firm reserves the right to terminate its services, consistent with applicable Rules of Professional Conduct.

When agreed to by engagement letter, fees are sometimes fixed irrespective of the hours involved. Circumstances, including those set out below may require departure from the application of hourly rates. Determination of the total final fee may await conclusion of each specified case or matter so that all relevant factors may be considered.

The Firm has offices in multiple states. Our lawyers are subject to rules governing the professional conduct of lawyers in those states. In addition to time spent, these rules list other factors that can be considered in determining a reasonable fee. These include: reputation, the skill and experience required to complete the services properly; the extent to which the acceptance of the particular matter will preclude other employment; the amount involved; the results obtained; the time limitations imposed by the client or by the circumstances; the nature and length of the professional relationship with the client; and whether the fee is fixed or contingent. In the absence of agreement with you, those factors will not be used to increase our billings for fees above the charge resulting from application of hourly rates.

Estimates and Budgets. Please note that any estimates of anticipated fees and costs that we may provide at your request, whether for budgeting purposes or otherwise, are only an approximation because of the uncertainties involved in the representation. Unless we have otherwise agreed in writing to a specific fixed fee or fee cap, any such estimate is not a maximum or minimum fee quotation, and our fees will be determined based on actual hours incurred in accordance with the terms of our representation. It is also expressly understood that, absent a written contingent fee agreement, payment of the Firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

Retainers. With new clients or with substantial new matters for existing clients, the Firm may require what is known as a "retainer held as security." This retainer may be in the nature of a deposit, held by the Firm for the protection of its investment of time and effort which will be applied to the final billing. Another type of retainer may require you to deposit a certain amount, against which monthly statement amounts will be applied. At the end of each month, the agreed upon monthly retainer amount must be replenished to its original amount. Even though a retainer is outstanding, we expect you to pay for services rendered as reflected by interim billings.

Paralegals/Practice Support Consultants/Document Clerks. Certain work will be done by paralegals, sometimes called "legal assistants," and/or Practice Support Consultants. Such persons, although not practicing lawyers, have undergone training to perform certain kinds of services at lower rates. In matters involving significant quantities of document management, document clerks may be used to perform tasks at lower rates than those of legal assistants. In matters in which electronically stored information is relevant to the representation, Practice Support Consultants are used. All such work is supervised by practicing lawyers. The use of such persons allows us to deliver legal services to you at a lower cost.

Client Disbursements. Most matters require, from time to time, certain monetary advances to be made on your behalf by the Firm. Some "client disbursements" represent out-of-pocket charges we advance, others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, copying charges, travel expenses, computer assisted legal research, costs associated with electronically stored information that may be relevant to the representation, etc.). It is understood that while acting as your lawyers, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made prior arrangements with you, we will send you monthly billings for client



disbursements incurred during the preceding month. If the nature of the matter is such that we anticipate substantial advances, we may require a separate deposit for such purpose. Substantial individual items in excess of \$250, such as expert witness fees, the costs of deposition transcripts, printing costs, etc., may be billed directly to you by the vendor of such services. In many matters when lawyers must examine legal authorities, it is more economical to accomplish the task using computer databases of legal precedents (instead of the traditional method of manual retrieval). In such instances, the special charges assessed by the providers of these services, Lexis and Westlaw, are shown on client disbursement billings as "Lexis or Westlaw Research."

#### RESOLUTION OF DISPUTES CONCERNING FEES AND OTHER CHARGES.

(a) ANY CLAIM, CONTROVERSY OR DISPUTE, WHETHER SOUNDING IN CONTRACT, STATUTE, OR TORT, OR ANY OTHER LEGAL THEORY, RELATED DIRECTLY OR INDIRECTLY TO THE FEES OR OTHER CHARGES BY OUR FIRM TO YOU, INCLUDING, BUT NOT LIMITED TO YOUR NON-PAYMENT OF ANY AMOUNTS BILLED TO YOU, SHALL BE RESOLVED BY MANDATORY BINDING ARBITRATION AS PRESCRIBED IN THIS SECTION. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, GOVERNS THE ARBITRATION, INCLUDING BUT NOT LIMITED TO THE QUESTION OF WHETHER A CLAIM IS SUBJECT TO ARBITRATION. YOU AND OUR FIRM EACH AGREE TO WAIVE ANY RIGHT TO TRIAL IN A COURT OF LAW AND ANY RIGHT TO A TRIAL BY JURY THAT MAY OTHERWISE EXIST.

(b) THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES. THE ARBITRATION SHALL BE TO A SINGLE ARBITRATOR WHO IS A LICENSED ATTORNEY WITH AT LEAST TEN YEARS EXPERIENCE IN THE JURISDICTION IN WHICH THE OFFICE OF OUR ATTORNEY PRIMARILY RESPONSIBLE FOR YOUR ENGAGEMENT IS LOCATED, AND THE ARBITRATION SHALL BE HELD IN THAT CITY. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

(c) THIS AGREEMENT TO ARBITRATE CONTAINS RISKS AND BENEFITS AND REQUIRES EACH PARTY TO GIVE UP RIGHTS THEY WOULD OTHERWISE HAVE. YOU ARE ADVISED TO SEEK INDEPENDENT COUNSEL, AND YOU ARE NOT REQUIRED TO AGREE TO THIS PROVISION. ARBITRATION MAY BE A MORE EFFICIENT AND LESS PUBLIC MEANS OF RESOLVING OUR DISPUTES. HOWEVER, BY AGREEING TO THIS PROVISION, YOU WAIVE YOUR RIGHT TO BRING AN ACTION IN COURT, AND TO HAVE A JURY TRIAL, AND YOUR RIGHT TO AN APPEAL. IN MOST CIRCUMSTANCES, THE DECISION OF THE ARBITRATOR IS FINAL AND MAY NOT BE APPEALED OR CHALLENGED, EXCEPT ON VERY LIMITED GROUNDS. DISCOVERY (THE PARTIES' RIGHT TO OBTAIN INFORMATION FOR EACH OTHER AND THIRD PARTIES) IS OR MAY BE LIMITED OR PRECLUDED IN ARBITRATION. ARBITRATION MAY BE MORE OR LESS EXPENSIVE THAN AN ACTION IN COURT. THE ARBITRATOR MAY ALLOCATE THE COSTS OF ARBITRATION, INCLUDING THE FEES OF THE ARBITRATOR, TO ONE OR BOTH OF THE PARTIES. IF YOU HAVE ANY QUESTIONS ABOUT ARBITRATION OR WHETHER YOU SHOULD AGREE TO THIS PROVISION, SEEK INDEPENDENT LEGAL ADVICE OR ASK THAT THIS PROVISION BE DELETED FROM OUR AGREEMENT WITH YOU BEFORE YOU SIGN IT.

(d) THIS PROVISION SHALL NOT APPLY IN ANY JURISDICTION IN WHICH IT DOES NOT COMPLY WITH THE RULES OF PROFESSIONAL CONDUCT APPLICABLE TO ATTORNEYS.

**File Retention.** After our representation has ended, we will, upon your request, deliver the file for this engagement to you. If you do not request the file, we will retain it for a period of five years after the matter is closed. If you do not request delivery of the file before the end of the five year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to you, subject to governing rules of professional conduct. At any point during the five year period, you may request delivery of the file.

**Disbursements and Other Charges.** We will also charge you for certain expense items listed below that we provide in connection with our legal services. Through long-term contracts with computer research vendors, and practice support and/or electronic discovery providers, we receive discounted rates on some of these services in exchange for guaranteed payment, usage or other obligations undertaken at our risk. The payments that we receive from clients for these services may or may not exceed our total payments to the vendors. Any excess is used to partially offset the costs we incur for related equipment and personnel as well as the risks we assume in entering into these contracts.

Specific items provided by the Firm are currently charged at the following rates which may be changed periodically due to economic factors as reflected on the monthly invoice:

**Computer Research.** We do not charge clients for the use of the Firm's internal work product retrieval system. Clients are charged for computer-assisted research at rates we establish based on any agreement we have with the vendor and our associated risks in entering into long-term usage contracts.

**Telecommunications.** We do not charge for local or long-distance phone calls or electronic mail transmissions.

**Mail/Messengers.** Messengers are used as appropriate to assure expedited delivery. The cost of such messengers is charged directly to clients without markup. We do not charge for regular mail; however, bulk mailings, packages and special postal services are charged at our actual cost.

**Travel.** Unless other arrangements have been specified, any air travel required in connection with our representation of your interests will be at coach rates.

**Electronic Communications.** We may use various forms of electronic communications to discuss matters concerning your representation. Any such communication is not without some risk. For example, someone with sufficient knowledge, tools, and access could intercept and use information related to those communications. This could cause you to lose your confidentiality and attorney/client privilege protections. However, to facilitate your representation, you approve the use of electronic communications during your representation by us unless we are instructed otherwise.

**Termination of Services.** In the event that you choose to terminate our services, please advise us of such in writing. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Our termination or your termination of services does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination. Unless previously terminated, our representation of the Client will terminate upon our sending our final statement for services rendered. Unless we are re-engaged after our representation terminates, we will have no continuing obligation to advise the Client with respect to future legal developments or otherwise monitor

renewal or notice dates or similar deadlines that may arise from the matter(s) for which we had been engaged.

Questions. One of our goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please direct any questions about services or billing practices to the Chief Operating Officer. Questions regarding the billing or payment status of your account may also be directed to our Client Accounting Department.



## AGENDA ITEM ANALYSIS

Project/Issue Name: 21-58 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Final Plat of Olde Savannah Phase Two Subdivision.

Submitted By: Karen Haynes, Planning Manager, BUILDS Department

Date: October 5, 2021

### Issue Statement

The City of Republic's BUILDS Department received a Final Plat Application for Olde Savannah Phase Two Subdivision on August 02, 2021.

### Discussion and/or Analysis

The Final Plat of Olde Savannah Phase Two will legally divide approximately four point six-five (4.65) acres of land into nineteen (19) residential lots and includes the dedication of Right-of-Way, Utility, and Stormwater Easements. The Final Plat includes approximately (1050) linear feet of street and (990) linear feet of sidewalk.

The Final Plat of Olde Savannah Phase Two conforms to the Preliminary Plat approved by City Council on May 19, 2020.

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

### Recommended Action

Staff recommends approval of the Olde Savannah Phase Two Final Plat.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, APPROVING THE FINAL PLAT OF THE OLDE SAVANNAH PHASE 2 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*, the preliminary plat of the Olde Savannah subdivision (herein called "Subdivision") was approved by the Council on May 19, 2020, in Resolution 20-R-11; and

*WHEREAS*, an application for the review and approval of a final plat of the Subdivision was received by the BUILDS Department, after which the BUILDS Department staff caused the review of the final plat document; and

*WHEREAS*, the minimum required public improvements for the subdivision's final plat have been inspected and approved by the BUILDS Department.

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

- Section 1. That all conditions imposed by the Planning and Zoning Commission and the City Council relating to the acceptance and approval of the Subdivision have been met.
- Section 2. That the final plat of the Subdivision, attached hereto and incorporated herein as "Attachment 1", is hereby approved in all respects.
- Section 3. That the approval of the final plat of the Subdivision is contingent upon the same being recorded within sixty days after the approval certificate is signed and sealed under the hand of the City Clerk.
- Section 4. That the sale of lots and construction of structures in the Subdivision shall not commence until the final plat has been recorded.
- Section 5. 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.

BILL NO. 21-58

ORDINANCE NO. 21-

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

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

ATTEST:

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

Approved as to Form: /s/ Michael Tighe for Damon Phillips, City Attorney

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

# SUBD-FNL 21-007: Olde Savannah Phase 2

Item 5.

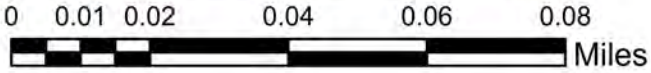
## Vicinity Map



### Legend

- Parcels
- Olde Savannah Ph. 2
- Sinkhole
- Floodplain

Parcel Owner: Olde Savannah, LLC  
Parcel Address: 6300 Block of South Farm Road 89  
Area: 4.65 Acres  
Zoning: High Density Single Family Residential (R1-H)  
Number of Lots: 19



# FINAL PLAT OF OLDE SAVANNAH PHASE 2 A SUBDIVISION IN REPUBLIC, GREENE COUNTY, MISSOURI NW 1/4 OF THE SW 1/4 SECTION 28, TOWNSHIP 28 NORTH, RANGE 23 WEST

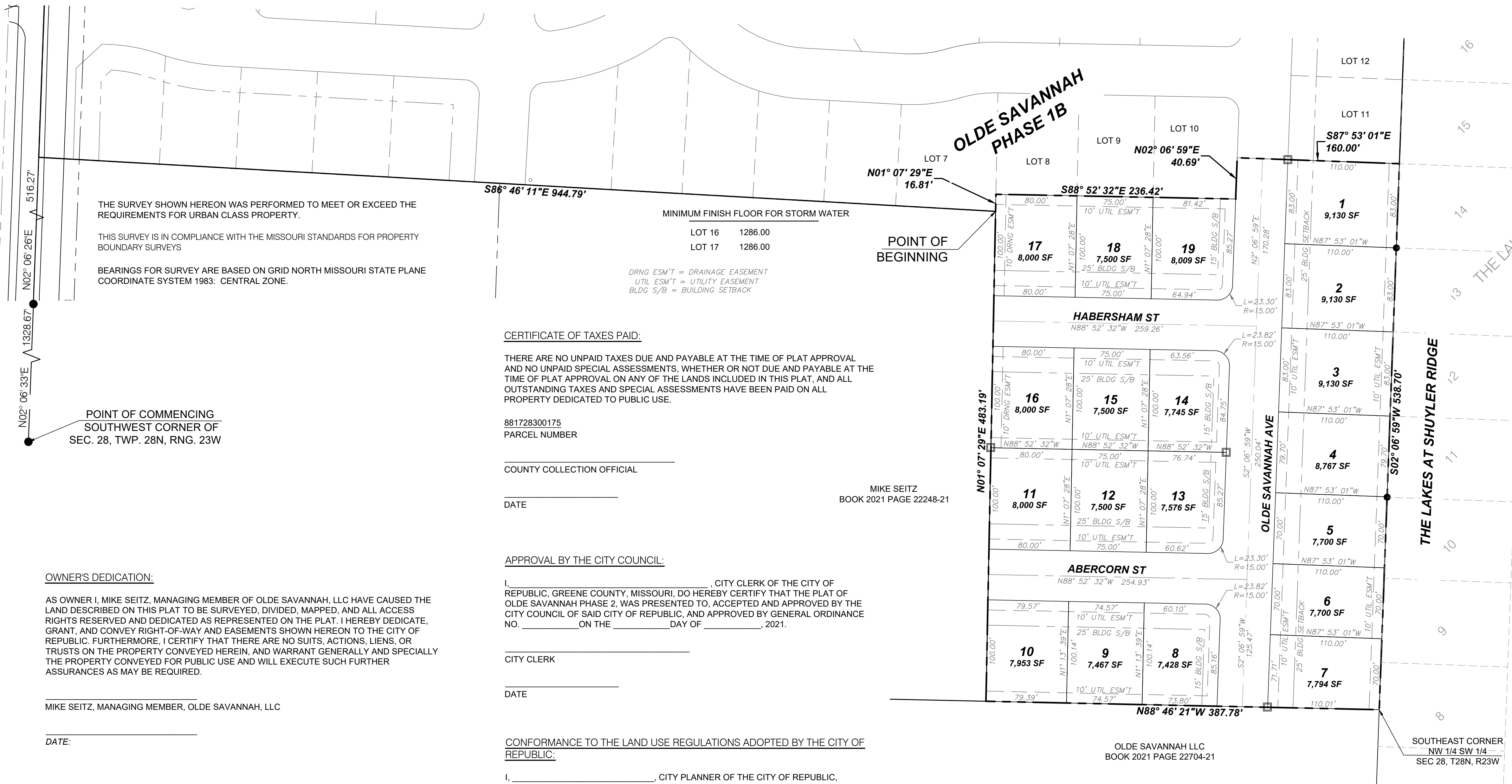
**LEGEND**

- EXISTING IRON PIN
- 5/8" IRON PIN  
(SEMI PERMANENT 5/8"x18" REBAR PLASTIC CAPPED "LC-2007008003")  
(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"
- M MEASURED
- P PLATTED
- D DEEDED

**OWNER/DEVELOPER**

OLDE SAVANNAH LLC  
3800 S FREMONT AVE  
SPRINGFIELD MO 65804

SPACE RESERVED FOR GREENE COUNTY RECORDER



THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE REQUIREMENTS FOR URBAN CLASS PROPERTY.

THIS SURVEY IS IN COMPLIANCE WITH THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS

BEARINGS FOR SURVEY ARE BASED ON GRID NORTH MISSOURI STATE PLANE COORDINATE SYSTEM 1983: CENTRAL ZONE.

MINIMUM FINISH FLOOR FOR STORM WATER

LOT 16	1286.00
LOT 17	1286.00

DRNG ESM'T = DRAINAGE EASEMENT  
UTIL ESM'T = UTILITY EASEMENT  
BLDG S/B = BUILDING SETBACK

POINT OF BEGINNING

**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.

881728300175  
PARCEL NUMBER

COUNTY COLLECTION OFFICIAL

DATE

MIKE SEITZ  
BOOK 2021 PAGE 22248-21

**APPROVAL BY THE CITY COUNCIL:**

I, \_\_\_\_\_, CITY CLERK OF THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF OLDE SAVANNAH PHASE 2, 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 \_\_\_\_\_, 2021.

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 \_\_\_\_\_, 2021, THE FINAL PLAT OF OLDE SAVANNAH PHASE 2, CONFORMS TO THE CITY OF REPUBLIC LAND USE REGULATIONS, IN ACCORDANCE WITH TITLE IV OF THE REPUBLIC CODE OF ORDINANCES.

CITY PLANNER

**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 PREPARED BY CJW DATED APRIL 20, 2020 AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH CURRENT MISSOURI STANDARDS FOR BOUNDARY SURVEYS AS PROMULGATED BY THE MISSOURI DEPARTMENT OF AGRICULTURE.

DATE PREPARED: AUGUST 02, 2021

SIGNATURE: \_\_\_\_\_ MO PLS NO. 002555

DATE: \_\_\_\_\_

GRID NORTH MISSOURI STATE PLANE  
COORDINATE SYSTEM 1983: CENTRAL ZONE  
MISSOURI GEOGRAPHIC REFERENCE SYSTEM  
STATION: GR-87A  
N: 466761.79 (142289.279 METERS)  
E: 1352304.24 (412183.157 METERS)

**GENERAL NOTES:**

- TOTAL AREA: 202,482 SQ. FT. = 4.65 ACRES (INCLUDES RIGHT-OF-WAY TO BE DEDICATED)
- TOTAL NUMBER OF LOTS: 19
- SMALLEST LOT: LOT 8 (7,428 SQ. FT.)
- LARGEST LOT: LOTS 1, 2 & 3 (9,130 SQ. FT.)
- DATE PRELIMINARY PLAT APPROVED: MAY 19, 2020
- CURRENT ZONING: R1-H HIGH DENSITY SINGLE FAMILY
- SOURCE OF TITLE: BOOK 2020 PAGE 17080-20
- BUILDING SETBACKS -  
FRONT YARD - 25'  
REAR YARD - 25'  
SIDE YARD - 6'  
SIDE YARD W/ STREET FRONTAGE - 15'
- 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 WILL BE 50 FEET
- SIDEWALK WILL BE ON THE EAST SIDE OF OLDE SAVANNAH AVE, THE NORTH SIDE OF HABERSHAM ST, AND THE NORTH SIDE OF ABERCORN ST
- ALL COMMON AREAS & DRAINAGE AND DETENTION AREAS MUST BE OWNED AND MAINTAINED BY A HOMEOWNER'S ASSOCIATION.

**PROPERTY DESCRIPTION**

A TRACT OF LAND BEING A PART OF THE NORTH-WEST QUARTER 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 NORTH 02°06'33" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1328.67 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 02°06'28" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 516.27 FEET; THENCE SOUTH 86°46'11" EAST, A DISTANCE OF 944.79 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°07'29" EAST, A DISTANCE OF 16.81 FEET; THENCE SOUTH 88°52'32" EAST, A DISTANCE OF 236.42 FEET; THENCE NORTH 02°06'59" EAST, A DISTANCE OF 40.69 FEET; THENCE SOUTH 87°53'01" EAST, A DISTANCE OF 160.00 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 02°06'59" WEST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALSO BEING THE WEST LINE OF THE LAKES AT SHUYLER RIDGE, A SUBDIVISION RECORDED IN PLAT BOOK 22 AT PAGE 279 GREENE COUNTY RECORDER'S OFFICE, A DISTANCE OF 538.70 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 88°46'21" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 387.78 FEET; THENCE NORTH 01°07'29" EAST, A DISTANCE OF 483.19 FEET TO THE POINT OF BEGINNING, CONTAINING 202,482 SQUARE FEET OR 4.65 ACRES.

**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.

MIKE SEITZ, MANAGING MEMBER, OLDE SAVANNAH, LLC

DATE:

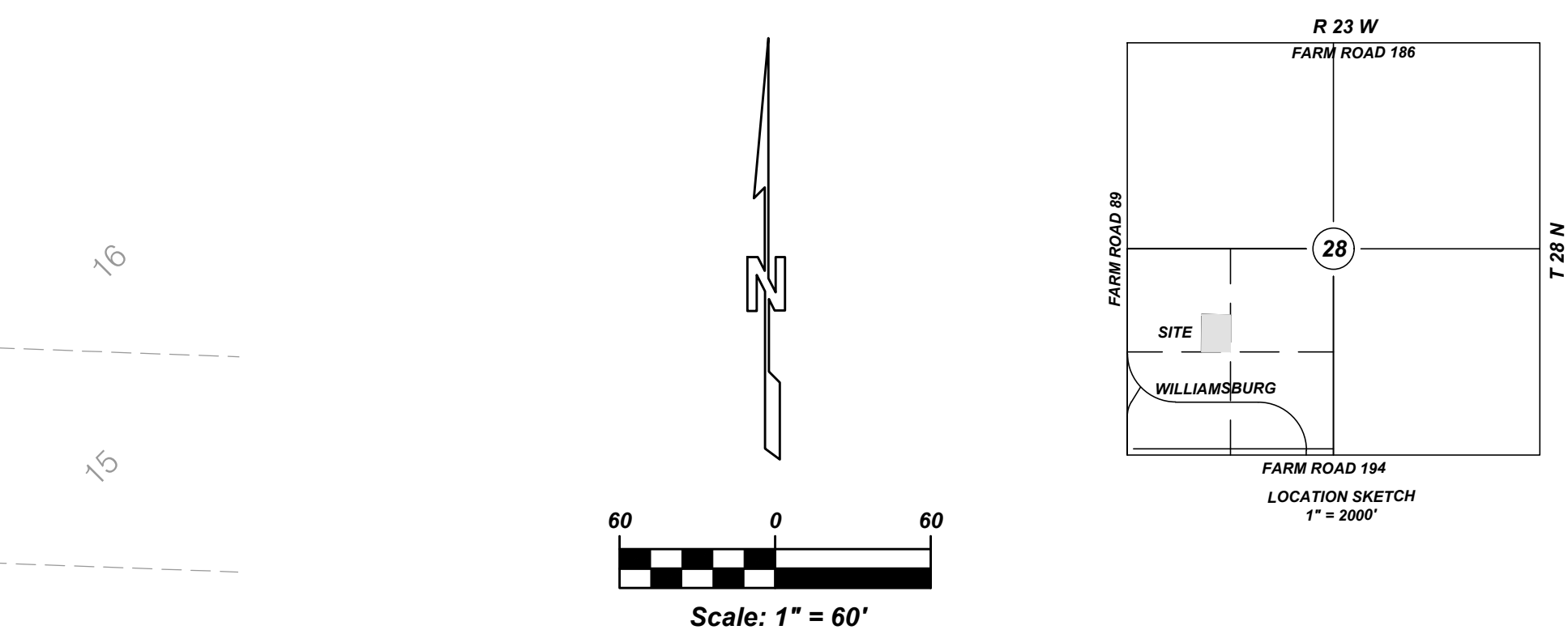
**ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY**

STATE OF MISSOURI )  
                                  ) SS  
COUNTY OF GREENE )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, 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: \_\_\_\_\_



GRID NORTH MISSOURI STATE PLANE  
COORDINATE SYSTEM 1983: CENTRAL ZONE  
MISSOURI GEOGRAPHIC REFERENCE SYSTEM  
STATION: GR-87A  
N: 466761.79 (142289.279 METERS)  
E: 1352304.24 (412183.157 METERS)

No.:	Revision:	Date:
<b>FINAL PLAT OF OLDE SAVANNAH SUBDIVISION PHASE 2</b>		
SW1/4 SEC. 28, TWP. 28N, RNG. 23W CITY OF REPUBLIC, GREENE CO., MISSOURI		
		<p>Prepared by: <b>CJW</b> CJW Transportation Consultants, L.L.C. 5051 S. National Suite 7A Springfield, MO 65810 Tel: 417.889.3400 Fax: 417.889.3402 www.GoCJW.com</p>
SURVEY BY CJW	DESIGN CJW	SCALES HOR. 1"=60' VERT. N/A
DATE 08-02-2021	DRAWN CJW	SHEET 1 OF 1 SHEETS
DWG FINAL PLAT	CHECKED CJW	FILE NO. 20155



## AGENDA ITEM ANALYSIS

Project/Issue Name: 21-61 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 4.77 Acres from Medium Density Single-Family Residential (R1-M) to General Commercial (C-3), Located at 503 North West Avenue.

Submitted By: Karen Haynes, Planning Manager, BUILDS Department

Date: October 5, 2021

### Issue Statement

Empire District Electric Company has applied to change the Zoning Classification of approximately **(4.77) acres** of property located at 503 North West Avenue from Medium Density Single-Family Residential (R1-M) to **General Commercial (C-3)**.

### Discussion and/or Analysis

The property subject to this Rezoning Application is comprised of approximately **(4.77) acres** of land located at 503 North West Avenue from Medium Density Single-Family Residential (R1-M) to General Commercial (C-3). Empire District Electric Company, operating as Liberty Utilities, intends to build a new building for their Republic crews; the building will house Liberty Utilities construction crews, work trucks and equipment, and staff.

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 City's Adopted Plans

The City's Comprehensive Plan generally encourages the expansion of 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 commercial development, including the following:

- **Goal:** Coordination with Infrastructure
  - **Objective:** Support new development that is well connected to the existing community
  - **Objective:** Promote development aligning with current adopted plans of the City; the intensity of uses should match the capacity of infrastructure to serve the use

The general trend of development in the vicinity of the subject property has been the Rezoning and redevelopment of properties for commercial uses along the State Highway 174 corridor.

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

The subject property is surrounded by City of Republic Medium Density Single-Family zoned properties to the north, south, east, and west. Adjacent and nearby State Highway 174 frontage has been Rezoned in recent years to commercial zoned properties, consistent with the City's Major Thoroughfare Plan identifying this corridor as a Primary Arterial with commercial development potential.

The land uses permitted in the General Commercial (C-3) Zoning District relative to the intended use include heavy and civil engineering construction services.

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

**Municipal Water and Sewer Service:** The parcel is adjacent to a 6-inch waterline parallel to State Highway 174 along the property's frontage, which also runs north on West Avenue.

The parcel will be served by one of two existing gravity sanitary sewer mains, located on North West Avenue and adjacent to their western property line; both gravity sewer lines run directly to the Wastewater Treatment Facility. The City's water system and Wastewater Treatment Facility currently have capacity to serve the intended use.

**Transportation:** A Traffic Impact Study (TIS) was not required by MODOT due to the low volume of traffic generated by the proposed use. MODOT will require the closing of the existing residential driveway on North West Avenue and will issue a Construction Permit for improvements to the existing driveway on State Highway 174.

**Floodplain:** The subject parcel **does** contain a small amount of Special Flood Hazard Area (SFHA/Floodplain) at the northwest corner of the property; no development is proposed in this area.

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

#### **Recommended Action**

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, APPROVING AMENDING THE ZONING CODE AND OFFICIAL MAP BY CHANGING THE CLASSIFICATION OF APPROXIMATELY 4.77 ACRES FROM MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL (R1-M) TO GENERAL COMMERCIAL (C-3), LOCATED AT 503 NORTH WEST AVENUE**

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

*WHEREAS*, an application for an amendment to the Zoning Code and Official Zoning Map to rezone real estate located at 503 North West Avenue, and comprising approximately 4.77 acres from Medium Density Single-Family Residential (R1-M) to General Commercial (C-3), was submitted to the City's BUILDS Department by Empire District Electric Company ("Applicant"); and

*WHEREAS*, the City did thereafter submit said application to the Planning and Zoning Commission, which did set September 13, 2021, as the date a public hearing would be held on such application and proposed amendment; and

*WHEREAS*, a notice of the time and date of the public hearing was given by publication on August 25, 2021, in *The Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least 15 days before the date set for the public hearing; and

*WHEREAS*, the City gave notice of such public hearing to the record owners of all properties within the area proposed to be rezoned and within 185 feet of the property proposed to be rezoned; and

*WHEREAS*, a public hearing was conducted by the Planning and Zoning Commission on September 13, 2021, after which the Commission rendered written findings of fact on the proposed amendment and rezoning and, thereafter, submitted the same, together with its recommendations, to the Council; and

*WHEREAS*, the Planning and Zoning Commission, by a vote of 5 Ayes to 0 Nay, recommended the approval of such application for rezoning; and

*WHEREAS*, the application for rezoning and to amend the Zoning Code and Official Zoning Map was submitted to the City Council at its regular meeting on October 05, 2021, after which the City Council did proceed to vote to rezone such property and amend the Zoning Code accordingly.

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

Section 1. The Zoning Code and Official Zoning Map are hereby amended insofar as the same relates to a certain tract of realty located located at 503 North West Avenue and comprising approximately 4.77 acres from Medium Density

BILL NO. 21-61

ORDINANCE NO.

Single-Family Residential (R1-M) to General Commercial (C-3), such tract being more fully described as follows:

COMMENCING 636 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 19, TOWNSHIP 28 N, RANGE 23W, THENCE N 88°26'18" W A DISTANCE OF 20' TO A POINT LYING ON THE NORTHWESTERLY RIGHT-OF-WAY (R/W) OF STATE HIGHWAY 174 AS IT NOW EXISTS FOR THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID R/W THE FOLLOWING TWO (2) COURSES:

- 1) S 01°24'23" W A DISTANCE OF 45.19';
- 2) WITH A NON-TANGENT CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 518.95', WITH A RADIUS OF 4,207.98', WITH A CHORD BEARING OF S 41°51'09" W, WITH A CHORD LENGTH OF 518.62';

THENCE LEAVING SAID R/W N 88°26'18" W A DISTANCE OF 324.76' TO THE EAST LINE OF WEST MEADOWS SUBDIVISION, A SUBDIVISION IN THE CITY OF REPUBLIC AS RECORDED IN THE GREENE COUNTY RECORDER'S OFFICE IN BOOK 2003 PAGE 051442-03;

THENCE ALONG SAID EAST LINE N 01°24'23" E A DISTANCE OF 420.00' TO THE SOUTHERLY LINE OF TANGLEWOOD ADDITION AS AMENDED ON FILE IN PLAT BOOK AA PAGE 10;

THENCE ALONG SAID SOUTHERLY LINE S 88°26'18" E A DISTANCE OF 641.21' TO SAID TRUE POINT OF BEGINNING, HAVING AN AREA OF 207,701.3 SQUARE FEET, 4.77 ACRES MORE OR LESS, SUBJECT TO ALL EASEMENTS AND/OR R/W.

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

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

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

Attest:

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

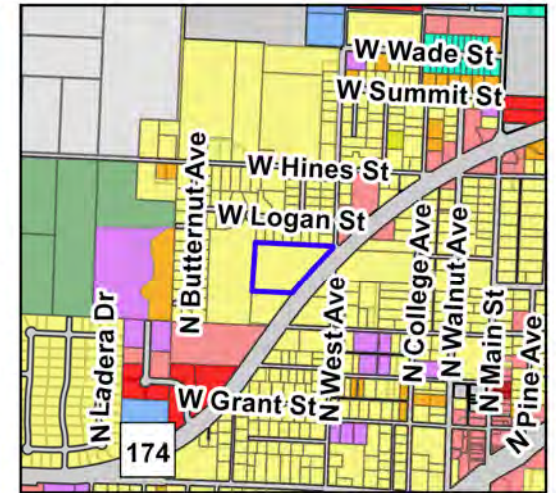
Approved as to Form:  9/15/2021 \_\_\_\_\_, City Attorney

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

# REZN 21-012: Liberty Electric

## Zoning Map

Item 6.



### Legend

Liberty

Parcels

### 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

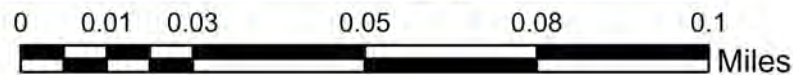
R1-H Single Family High Density

R1-Z Zero Lot Line Residential

R-2 Two-family Residential

R-3 Multi-family Residential

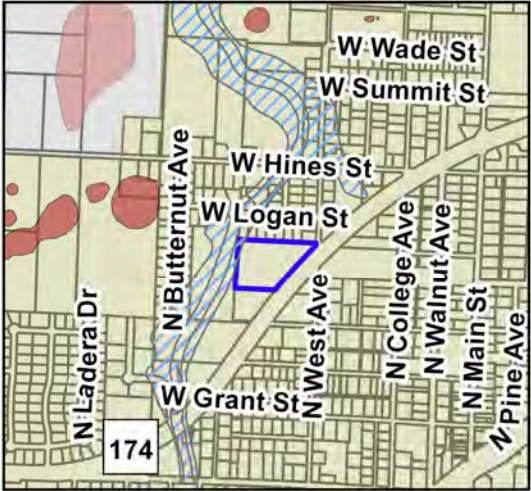
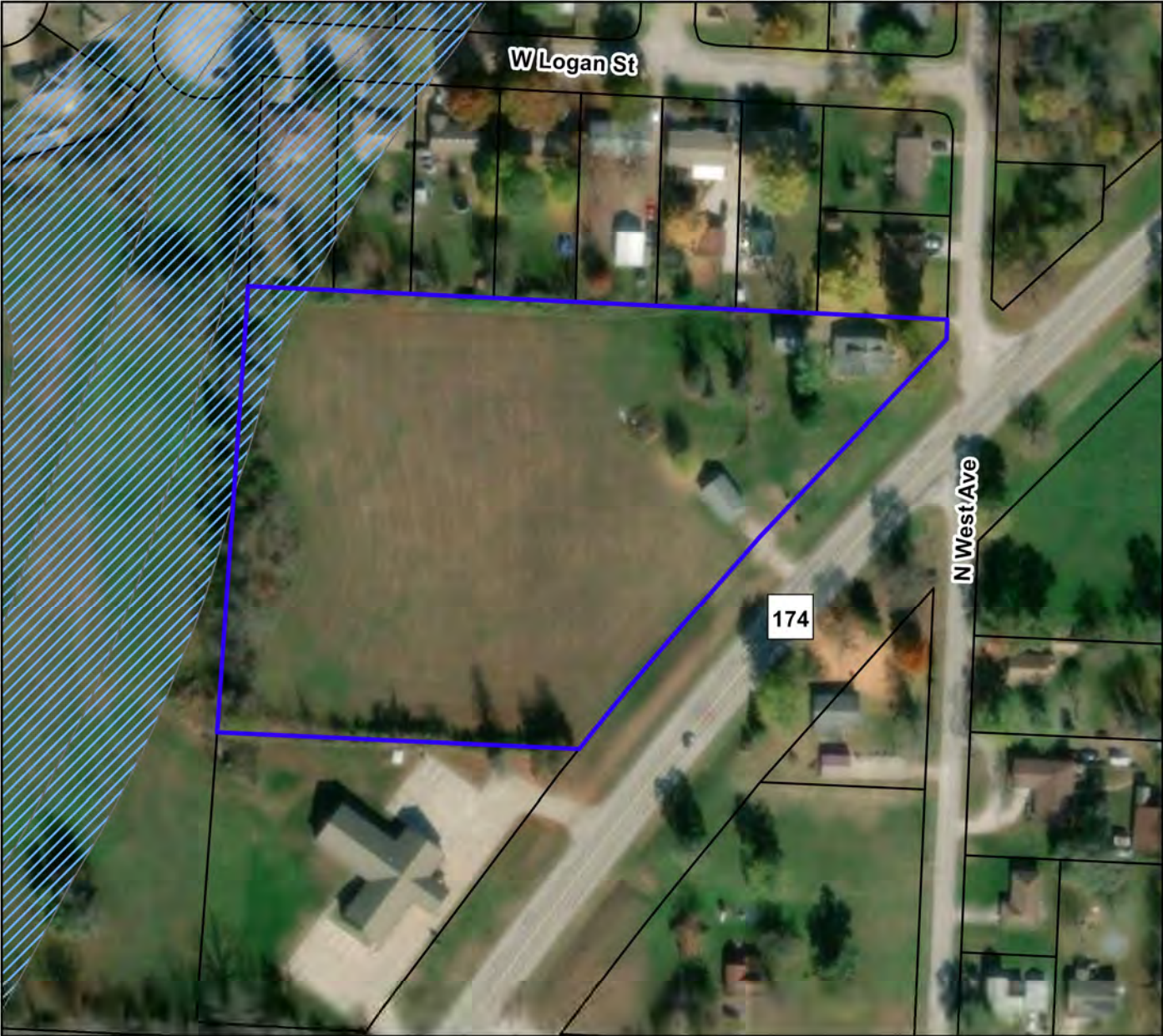
Parcel Owner: Empire District Electric Company  
 Parcel Address: 503 North West Avenue  
 Area: 4.74 acres  
 Existing Zoning: Single Family Medium-Density Residential (R1-M)  
 Requested Zoning: General Commercial (C-3)



# REZN 21-012: Liberty Electric

Item 6.

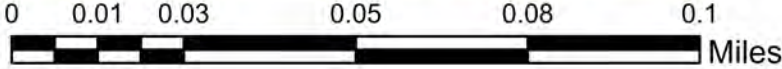
## Vicinity Map



### Legend

-  Liberty
-  Parcels
-  Sinkhole
-  Floodplain

Parcel Owner: Empire District Electric Company  
Parcel Address: 503 North West Avenue  
Area: 4.74 acres  
Existing Zoning: Single Family Medium-Density Residential (R1-M)  
Requested Zoning: General Commercial (C-3)



# Findings of Fact

Date of Hearing: 09/13/2021 Time: 6:00PM Type of Application: Rezone

Name of Applicant: REZN 21-0121 LIBERTY UTILITIES 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:**

Issue w/ water runoff, Citizens had concern water flow would increase

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

Commissioner Name: Brandon Andrews Commissioner Signature:  Date: 09/13/2021

# Findings of Fact

Date of Hearing:  Time:  Type of Application:

Name of Applicant:  Location:

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

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

### Statement of Relevant Facts Found:

*zero lot line 42 lots on 9.32 acres  
sewer/water capacity is there  
staff recommends approval  
Transportation not studied as granddaddied in.*

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

Commissioner Name:  Commissioner Signature:  Date:



# Findings of Fact

Date of Hearing: 09/13/2021 Time: 6:00PM Type of Application: Rezone

Name of Applicant: REZN 21-0121 LIBERTY UTILITIES 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:

- Looking to ~~approve~~ improve water retention in conjunction with the City

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

Commissioner Name: CYNTHIA HYDER Commissioner Signature: C. Hyder Date: 9/13/2021

# Findings of Fact

Date of Hearing:

09/13/2021

Time:

6:00PM

Type of Application:

Rezone

Name of Applicant:

REZN 21-0121 LIBERTY UTILITIES

Location:

City Council Chambers

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

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

## Statement of Relevant Facts Found:

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

Approval  Denial

Commissioner Name:

Darran Campbell

Commissioner Signature:

*Darran Campbell*

Date:

9-13-21

# Findings of Fact

Date of Hearing: 09/13/2021 Time: 6:00PM Type of Application: Rezoning


Name of Applicant: REZN 21-0121 LIBERTY UTILITIES Location: City Council Chambers

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

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

**Statement of Relevant Facts Found:**

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

Commissioner Name: RAUSON ELLIS JR Commissioner Signature:  Date: 9/13/21

## AGENDA ITEM ANALYSIS

Project/Issue Name: 21-62 An Ordinance of the City Council of the City of Republic, Missouri, Approving Entry of an Abatement Order on Consent with the Missouri Department of Natural Resources Regarding Wastewater Treatment and Authorizing the Execution of Same by the Mayor.

Submitted By: Andrew Nelson, Republic BUILDS Director

Date: October 5, 2021

### Issue Statement

To authorize the Mayor to enter into an Abatement Order on Consent (AOC) with The Missouri Department of Natural Resources (MDNR).

### Discussion and/or Analysis

On October 4, 2011, the City of Republic and MDNR entered into a Voluntary Compliance Agreement (VCA) to address discharges of wastewater through a wet weather outfall, a constructed bypass of full treatment during wet weather events. The City currently experiences a wet weather peaking factor of 4, meaning that our average day flow of approximately 1.8 Million Gallons per Day (MGD) is quadrupled to approximately 7.2 MGD during heavy rain events. The design capacity of the WWTP currently is 3.2 MGD. The VCA required elimination of discharges from the wet weather outfall within five years and allowed for only one extension of five years. On October 17, 2016, the Department extended the VCA deadline to October 4, 2021.

The City of Republic hired Burns & McDonnell in 2018 to update the masterplan, map the entire sewer system within the city, and propose inflow and infiltration (I&I) reduction methods that would allow us to focus our efforts on the parts of town with the Most I&I. this plan was original going to begin in 2020 but was delayed due to COVID 19 and emergency budget implementations. The BUILDS department plans to begin targeted I&I reduction in the first of several areas later this year. Even with elimination of excessive I&I in the most egregious areas, we would not be able to eliminate enough I&I to not have to bypass to outfall 002.

Therefore in 2020 Burns & McDonnell was again retained to assist in the upgrade of the WWTP to accommodate city growth as well as eliminate the illicit discharge from outfall 002. This will be accomplished through a “blending process” in which in wet weather events, excess influent is not directly discharged from the plant, but bypasses the more extensive process but is still filtered and disinfected. This is an acceptable process with MDNR and allows us to still meet our effluent pollutant limits.

Currently the WWTP Burns & McDonnell is designing will have a wet weather capacity of 16 MGD. This upgrade will take approximately 12 months to fully design and approximately 18 months to build. Because



we will not have the upgrade completed by October 2021 City of Republic requested an AOC to give additional time to get into compliance. This AOC would go into effect in October of 2021 and expire in 2024.

**Recommended Action**

Staff recommends approval.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, APPROVING ENTRY OF AN ABATEMENT ORDER ON CONSENT WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES REGARDING WASTEWATER TREATMENT AND AUTHORIZING THE EXECUTION OF SAME BY THE MAYOR**

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

*WHEREAS*, in October of 2011 the City entered into a Voluntary Compliance Agreement (VCA) with the Missouri Department of Natural Resources (DNR) to address discharges from the City’s wastewater treatment plant (WWTP) of wastewater through a wet weather outfall, a constructed bypass of full treatment during wet weather events, which required elimination of discharges from the wet weather outfall within five years, subject to one extension of five years, which extension was entered on October 17, 2016; and

*WHEREAS*, the City and DNR have been in on-going discussions and analysis regarding efforts to upgrade the City’s WWTP in accordance with the VCA and to address projected growth within the community; and

*WHEREAS*, construction of anticipated wastewater treatment improvements may be completed on or before April of 2025; and

*WHEREAS*, DNR has indicated willingness to order and agree that from the period of time from the effective date of entry of an Abatement Order on Consent (AOC), No. 2021-WPCB-1664, (attached) that the City will operate its WWTP in compliance with terms of the proposed AOC, including that the City shall operate its WWTP to maximize the volume of effluent discharge through Outfall No. 001, and to minimize discharges from the wet weather outfall to the extent practicable; and

*WHEREAS*, the City wishes to eliminate discharges from the wet weather outfall as soon as practicable and no later than April 30, 2025, as described in the attached AOC, No. 2021-WPCB-1664.

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

- Section 1. The AOC, No. 2021-WPCB-1664, as incorporated and attached to this Ordinance, is hereby approved and adopted by the Council along with any modifications and conditions imposed herein.
- Section 2. The Mayor is authorized to execute AOC, No. 2021-WPCB-1664.
- Section 3. The whereas clauses are hereby specifically incorporated herein by reference.
- Section 4. This Ordinance shall take effect and be in force from and after its passage as provided by law.

BILL NO. 21-62

ORDINANCE NO.

**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:  9/12/2021, Damon Phillips, City Attorney

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

**BEFORE THE MISSOURI DEPARTMENT OF NATURAL RESOURCES**

<b>In the Matter of:</b>	)	
	)	
<b>City of Republic</b>	)	<b>Order No. 2021-WPCB-1664</b>
	)	
<b>Proceeding under the</b>	)	
<b>Missouri Clean Water Law</b>	)	

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**ABATEMENT ORDER ON CONSENT**

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The issuing of this Abatement Order on Consent (AOC) No. 2021-WPCB-1664, by the Missouri Department of Natural Resources, is a formal administrative action by the State of Missouri and is being issued because the City of Republic (Respondent) requested the AOC for anticipated violations of the Missouri Clean Water Law (MCWL). This AOC is issued under the authorities of Sections 644.056 and 644.079, Revised Statutes of Missouri (RSMo). Failure to comply with this AOC is, by itself, a violation of Section 644.076.1, RSMo. Litigation may occur without further notice if there is not compliance with the requirements of this AOC. This AOC does not constitute a waiver or a modification of any requirements for the MCWL, or its implementing regulations, all of which remain in full force and effect. Compliance with the terms of this AOC shall not relieve the Respondent of liability for, or preclude the Department from, initiating an administrative or judicial enforcement action to recover civil or administrative penalties for any future violations of the MCWL, or to seek injunctive relief, pursuant to Chapter 644, RSMo.

**FINDINGS OF FACT**

1. The Respondent is a Home Rule municipality with a population of approximately 16,247. The Respondent owns and operates a wastewater treatment plant (WWTP) that consists of a peak flow basin, oxidation ditches, UV disinfection, and aerobic digesters. The WWTP is



located in the Section 18, Township 28 North, Range 23 West, Greene County. The WWTP has a design population equivalent of 32,000, a design flow of 3.2 million gallons per day and an actual flow of 1.7 million gallons per day. Treated effluent discharges through Outfall No. 001 of the WWTP to a losing tributary to Dry Branch, subject to the conditions and requirements of Missouri State Operating Permit No. MO-0022098 (Permit).

2. Dry Branch and its tributaries are waters of the State as the term is defined by Section 644.016(27), RSMo.

3. Domestic wastewater is a water contaminant as the term is defined by Section 644.016(24), RSMo.

4. On October 4, 2011, the Department and the Respondent entered into a Voluntary Compliance Agreement (VCA) to address discharges of wastewater through a wet weather outfall, a constructed bypass of full treatment during wet weather events. The VCA required elimination of discharges from the wet weather outfall within five years, and allowed for only one extension of five years. On October 17, 2016, the Department extended the VCA deadline to October 4, 2021.

5. On February 11, 2020, the Department met with the Respondent to discuss the Respondent's progress with meeting the VCA deadline. The Respondent reported that it had completely mapped its collection system but had yet to perform a study to evaluate the most significant sources of inflow and infiltration, and therefore would not be able to eliminate discharges from the wet weather outfall by the extended VCA deadline.

6. On February 26, 2021, the Department's Water Protection Program received a request from the Respondent for voluntary referral to the Program's Compliance and

Enforcement Section to establish a new schedule for the elimination of discharges from the wet weather outfall.

7. On March 30, 2021, the Department received a project schedule from the Respondent, which estimated initiation of construction of a blending system during January of 2022 and completion of construction during October of 2024.

### **STATEMENT OF ANTICIPATED VIOLATIONS**

The Respondent has violated the MCWL and its implementing regulations as follows:

8. Caused pollution from Outfall No. 002 to a tributary to Dry Branch, waters of the State, or placed or caused or permitted to be placed a water contaminant, domestic wastewater, in a location where it was reasonably certain to cause pollution of waters of the State, in violation of Sections 644.051.1(1) and 644.076.1, RSMo.

### **AGREEMENT**

9. The Department and the Respondent desire to amicably resolve all claims that may be brought against the Respondent for violations alleged above in Statement of Violations.

10. The provisions of this AOC shall apply to and be binding upon the parties executing this AOC, their successors, assigns, agents, subsidiaries, affiliates, and lessees, including the officers, agents, servants, corporations, and any persons acting under, through, or for the parties. Any changes in ownership or corporate status, including but not limited to any transfer of assets or real or personal property, shall not affect the responsibilities of the Respondent under this AOC.

11. In the period of time from the effective date of this AOC until the new or upgraded WWTP is completed, the Respondent is ordered and agrees to operate and maintain the existing WWTP at all times in compliance with the conditions and requirements of the Permit,

and shall minimize discharges from the wet weather outfall to the extent practicable and shall report all discharges from the wet weather outfall to the Department as bypasses. All units or components of the existing WWTP shall be maintained in an operable condition, even if this requires the purchase and installation of new parts or equipment, or repair of the WWTP.

12. The Respondent is ordered and agrees to consult with the Department's Engineering Section staff and comply with all applicable application, permit, and permit fee requirements as set forth in 10 CSR 20-6 Permits and 10 CSR 20-8 Minimum Design Standards.

13. The Respondent is ordered and agrees to eliminate all discharges from the wet weather outfall as soon as practicable, but no later than October 31, 2024.

14. Within 60 days of completing construction of the improvements to eliminate all discharges from the wet weather outfall, the Respondent is ordered and agrees submit to the Department a Statement of Work Completed Form, signed, sealed, and dated by a professional engineer registered in the State of Missouri certifying that the project is complete and operable in accordance with Department-approved plans and specifications.

15. The Respondent is ordered and agrees to comply with the MCWL, Chapter 644, RSMo, and its implementing regulations at all times in the future.

16. This AOC shall terminate 90 days after the improvements are completed, or by October 31, 2024, whichever occurs first. If discharges from the wet weather outfall are not eliminated by October 31, 2024, then any subsequent discharges from the wet weather outfall are violations subject to enforcement action.

### **SUBMISSIONS**

17. All other documentation submitted to the Department for compliance with this AOC shall be submitted within the timeframes specified to:

Natalie Wigger  
Department of Natural Resources  
Water Protection Program  
Compliance and Enforcement Section  
P.O. Box 176  
Jefferson City, MO 65102-0176

**OTHER PROVISIONS**

18. Immediately upon becoming aware that a deadline or milestone as set forth in this AOC will not be completed by the required deadline, the Respondent shall notify the Department by telephone or electronic mail: i) identifying the deadline that will not be completed; ii) identifying the reason for failing to meet the deadline; and iii) proposing an extension to the deadline. Within five days of notifying the Department, the Respondent shall submit to the Department, for review and approval, a written request containing the same basic provisions of i, ii, and iii listed above. The Department may grant an extension if it deems appropriate. Failure to submit a written notice to the Department may constitute a waiver of the Respondent’s right to request an extension and may be grounds for the Department to deny the Respondent an extension.

19. Should the Respondent fail to meet the terms of this AOC, including the deadlines set out in Paragraphs 13 and 14, the Respondent shall be subject to pay stipulated penalties in the following amount:

<u>Days of Violation</u>	<u>Amount of Penalty</u>
1 to 30 days	\$100 per day
31 to 90 days	\$250 per day
91 days and above	\$500 per day

Stipulated penalties will be paid in the form of a check made payable to “Greene County Treasurer, as custodian of the Greene County School Fund.” Any such stipulated penalty shall be paid within ten days of demand by the Department and shall be delivered to:

Accounting Program  
Department of Natural Resources  
P.O. Box 477  
Jefferson City, MO 65102-0477

20. Compliance with this AOC resolves only the specific violations described herein, and this AOC shall not be construed as a waiver or modification for any other requirements of the MCWL and regulations, or any other source of law. Nor does this AOC resolve any future violations of this AOC or any law or regulation. Consistent with 10 CSR 20-3.010(5), this AOC shall not be construed as satisfying any claim by the state or federal government for natural resource damages.

21. Nothing in this AOC forgives the Respondent from future non-compliance with the laws of the State of Missouri, nor requires the Department or State of Missouri to forego pursuing by any legal means for any non-compliance with the laws of the State of Missouri. The terms stated herein constitute the entire and exclusive agreement of the parties. There are no other obligations of the parties, be they express or implied, oral or written, except those expressly set forth herein. The terms of this AOC supersede all previous memoranda of understanding, notes, conversations, and agreements, express or implied. This AOC may not be modified orally.

22. By signing this AOC, all signatories assert that they have read and understood the terms of this AOC, and that they have the authority to sign this AOC on behalf of their respective party.

23. The effective date of the AOC shall be the date the Department signs the AOC. The Department shall send a fully executed copy of this AOC to the Respondent for their records.

**COST ANALYSIS FOR COMPLIANCE**

24. Pursuant to Section 644.145.2(1)(c), the Respondent hereby waives the requirement for the Department to develop a Cost Analysis for Compliance or other finding of affordability with respect to the requirements of this AOC. The Respondent acknowledges that this waiver was not required by the Department as a condition to enter this AOC.

**NOTICE OF APPEAL RIGHTS**

25. By signing this AOC, the Respondent consents to its terms and waives any right to appeal, seek judicial review, or otherwise challenge the terms and conditions of this AOC, pursuant to Sections 621.250, 640.010, 640.013, 644.056.3, 644.079.2, Chapter 536 RSMo, 644.145, RSMo, 10 CSR 20-1.020, 10 CSR 20-3.010, 10 CSR 20-6.020(5), the Missouri Constitution, or any other source of law.

**SIGNATORY AUTHORITY**

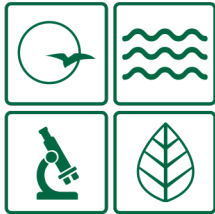
Agreed to and Ordered on this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Matt Russell, Mayor  
City of Republic

Agreed to and Ordered on this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
DEPARTMENT OF NATURAL RESOURCES  
Chris Wieberg, Director  
Water Protection Program

c: Cindy Davies, Director, Southwest Regional Office  
Operating Permits Section  
General Counsel’s Office



Missouri Department of dnr.mo.gov

# NATURAL RESOURCES

Michael L. Parson, Governor

Carol S. Comer, Director

May 24, 2021

**OFFICIAL COPY VIA EMAIL**

The Honorable Matt Russell, Mayor  
City of Republic  
213 North Main  
Republic, MO 65738

RE: Republic Wastewater Treatment Plant, MO-0022098, Greene County

Dear Mayor Russell:

The Missouri Department of Natural Resources is pursuing Enforcement Action with the city of Republic because the city requested an Abatement Order on Consent (AOC) for attaining compliance with the Missouri Clean Water Law and its implementing regulations. Enclosed, please find one copy of a draft AOC for joint signature detailing proposed terms to achieve resolution. Such an agreement will avoid the time and expense of litigation and provide the quickest route to compliance and resolution of this issue.

If the AOC is acceptable as written, please sign and date the AOC and forward it to:

Natalie Wigger  
Department of Natural Resources  
Water Protection Program  
Compliance and Enforcement Section  
P.O. Box 176  
Jefferson City, MO 65102-0176

If the AOC is not acceptable as written, you may submit an alternative AOC containing the same basic provisions for our consideration to the address listed below. If you would like to schedule a meeting to negotiate any terms of this agreement, please respond within 15 days receipt of this letter to Natalie Wigger at Department of Natural Resources, Water Protection Program, Compliance and Enforcement Section, P.O. Box 176, Jefferson City, MO 65102-0176; by phone at 573-751-7624; or by email at [natalie.wigger@dnr.mo.gov](mailto:natalie.wigger@dnr.mo.gov).



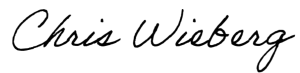
Republic WWTP  
Page 2

If we do not receive a response or we are unable to reach an agreement, the Department may issue an Administrative Penalty Order or initiate referral of these violations to the Attorney General's Office to pursue litigation.

Thank you for your attention to this matter.

Sincerely,

WATER PROTECTION PROGRAM



Chris Wieberg  
Director

CW/nwc

c: Cindy Davies, Director, Southwest Regional Office





## AGENDA ITEM ANALYSIS

Project/Issue Name: 21-63 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Final Plat of the Monte Cristo Phase 10 Subdivision.

Submitted By: Karen Haynes, Assistant BUILDS Administrator

Date: October 05, 2021

### Issue Statement

The City of Republic's BUILDS Department received a Final Plat Application for the Monte Cristo Phase 10 Subdivision on September 15, 2021.

### Discussion and/or Analysis

The Final Plat of Monte Cristo Phase 10 will legally divide approximately fifteen point five (15.5) acres of land into forty (40) residential lots and includes the dedication of Right-of-Way, Utility, and Stormwater Easements. The Final Plat includes approximately (3253) linear feet of street and (3674) linear feet of sidewalk.

The Final Plat of Monte Cristo Phase 10 conforms to the Preliminary Plat approved by City Council on March 27, 2006.

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

### Recommended Action

Staff recommends approval of the Monte Cristo Phase 10 Final Plat.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, APPROVING THE FINAL PLAT OF MONTE CRISTO PHASE TEN 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**, the Preliminary Plat of the Monte Cristo Subdivision (herein called “Subdivision”) was approved by the Council on March 27, 2006, in Resolution; and

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

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

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

- Section 1:** That all conditions imposed by the Planning and Zoning Commission and the City Council relating to the acceptance and approval of the Subdivision have been met.
- Section 2:** That the Final Plat of the Subdivision, attached hereto and incorporated herein as “Attachment 1”, is hereby approved in all respects.
- Section 3:** That the approval of the Final Plat of the Subdivision is contingent upon the same being recorded within sixty days after the approval certificate is signed and sealed under the hand of the City Clerk.
- Section 4:** That the sale of lots and construction of structures in the Subdivision shall not commence until the Final Plat has been recorded.
- Section 5:** Whereas clauses are hereby specifically incorporated herein by reference.
- Section 6:** The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 7:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

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

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

Attest:

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

DocuSigned by:  
*Damon Phillips* 9/27/2021  
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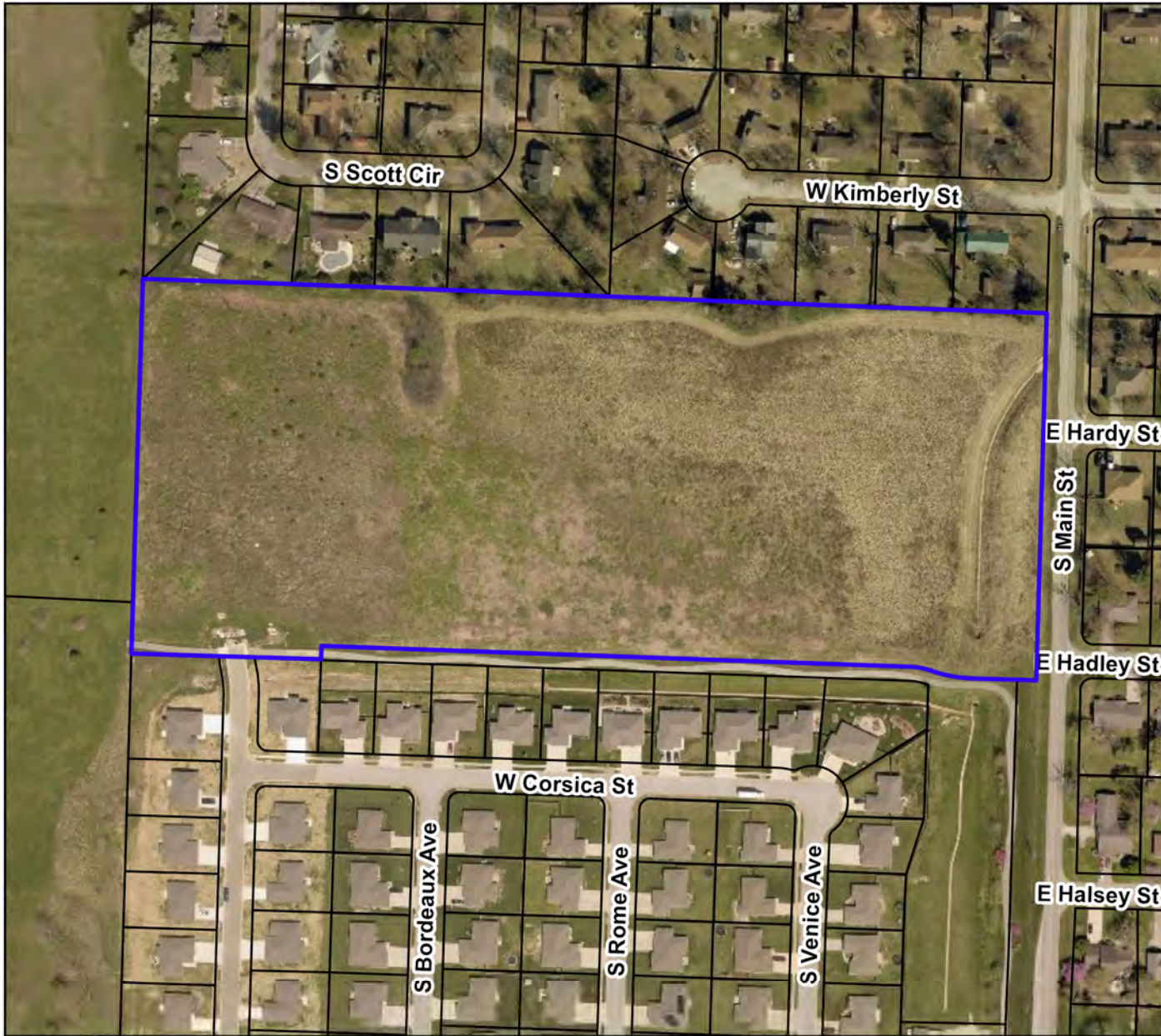
Approved as to Form: \_\_\_\_\_ Damon Phillips, City Attorney

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

# SUBD-FNL 21-008: Monte Cristo Phase 10

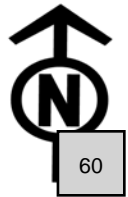
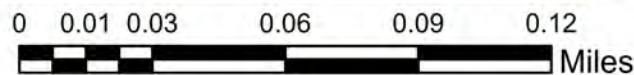
Item 8.

### Vicinity Map



- ### Legend
- Monte Cristo 10
  - Parcels
  - Sinkhole
  - Floodplain

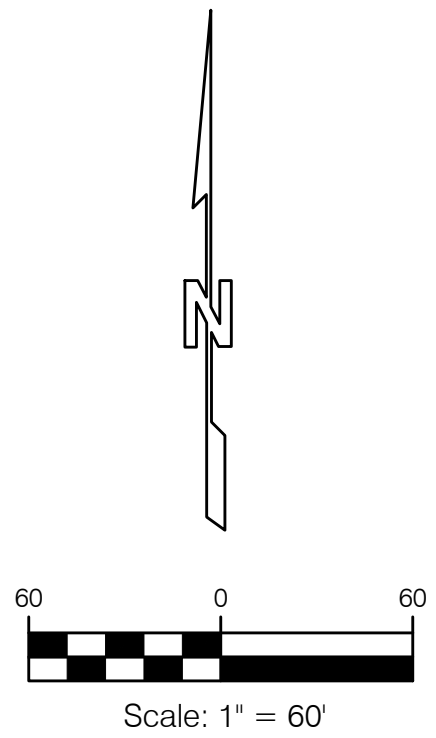
Parcel Owner: RLDC LLC  
Parcel Address: Northern Termination of S. Calabria Ave.  
Area: 15.5 acres  
Zoning: PDD (Monte Cristo)  
Number of Lots: 40



PROPERTY DESCRIPTION:

MONTE CRISTO SUBDIVISION PHASE TEN A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 28 NORTH, RANGE 23 WEST, ALL BEING IN REPUBLIC, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SCOTT ACRES 1ST ADDITION, A SUBDIVISION RECORDED IN PLAT BOOK AA PAGE 78 GREENE COUNTY RECORDER'S OFFICE; THENCE SOUTH 87°33'53" EAST, ALONG THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 226.90 FEET TO AN EXISTING FENCE; THENCE SOUTH 01°25'14" WEST, LEAVING SAID SOUTH LINE AND ALONG SAID FENCE, A DISTANCE OF 3.84 FEET; THENCE SOUTH 87°49'52" EAST, ALONG SAID FENCE, A DISTANCE OF 589.38 FEET; THENCE NORTH 03°18'04" EAST, ALONG SAID FENCE, A DISTANCE OF 1.10 FEET TO A POINT ON THE SOUTH LINE OF CHASTAIN SUBDIVISION, A SUBDIVISION RECORDED IN PLAT BOOK HH PAGE 22 GREENE COUNTY RECORDER'S OFFICE; THENCE SOUTH 87°33'53" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 479.81 FEET TO A POINT ON THE WEST RIGHT OF WAY OF HIGHWAY P; THENCE SOUTH 01°55'05" WEST, ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 524.01 FEET; THENCE NORTH 88°10'32" WEST, ALONG AN EXTENSION OF THE NORTH LINE OF THE CITY OF REPUBLIC DEDICATED WALKING TRAIL RIGHT OF WAY, ALSO BEING THE NORTH LINE OF MONTE CRISTO PHASE ONE, A SUBDIVISION RECORDED IN PLAT BOOK AAA PAGE 17 GREENE COUNTY RECORDER'S OFFICE, A DISTANCE OF 93.14 FEET; THENCE WESTERLY 54.59 FEET, ALONG SAID NORTH LINE AND ALONG A 180.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE OF NORTH 79°29'13" WEST, 54.38 FEET; THENCE WESTERLY 36.10 FEET, ALONG SAID NORTH LINE AND ALONG A 120.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE OF NORTH 79°25'00" WEST, 35.97 FEET; THENCE NORTH 88°02'12" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 845.51 FEET TO THE NORTHWEST CORNER OF SAID MONTE CRISTO PHASE ONE; THENCE SOUTH 01°58'15" WEST, ALONG THE WEST LINE OF SAID MONTE CRISTO PHASE ONE, A DISTANCE OF 20.00 FEET TO THE NORTHEAST CORNER OF MONTE CRISTO PHASE 4, A SUBDIVISION RECORDED IN PLAT BOOK AAA PAGE 577 GREENE COUNTY RECORDER'S OFFICE; THENCE NORTH 88°03'00" WEST, ALONG THE NORTH LINE OF SAID MONTE CRISTO PHASE 4, A DISTANCE OF 267.92 TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 01°53'50" EAST, ALONG SAID WEST LINE, A DISTANCE OF 541.50 FEET TO THE POINT OF BEGINNING. CONTAINING 674.629 SQUARE FEET OR 15.5 ACRES



GRID NORTH MISSOURI STATE PLAN COORDINATE SYSTEM 1983: CENTRAL ZONE ELEVATIONS BASED ON MISSOURI GEOGRAPHIC REFERENCE SYSTEM STATION: GR-87A

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'
M MEASURED
P PLATTED
D DEEDED

FINAL PLAT OF MONTE CRISTO SUBDIVISION PHASE 10 SE 1/4 NE 1/4 SEC 30, T28N, R23W REPUBLIC, GREENE COUNTY, MISSOURI

OWNER/DEVELOPER

RLDC LLC 3800 S FREMONT AVE SPRINGFIELD MO 65804

GENERAL NOTES:

- 1. TOTAL AREA: 15.5 ACRES (INCLUDES RIGHT-OF-WAY TO BE DEDICATED)
2. TOTAL NUMBER OF LOTS: 40
3. SMALLEST LOT: LOT 2, 3, 5 - 11, 24 & 37 (9000 SQ.FT.)
4. LARGEST LOT: LOT 16 (15,737 SQ.FT.)
5. DATE PRELIMINARY PLAT APPROVED: MARCH 27, 2006
6. CURRENT ZONING: MONTE CRISTO PDD
7. SOURCE OF TITLE: BOOK 2015 PAGE 2943215
8. BUILDING SETBACKS - FRONT YARD - 25' REAR YARD - 25' SIDE YARD - 6' SIDE YARD W/ STREET FRONTAGE - 25'
9. ACCORDING TO FEMA COMMUNITY-PANEL NUMBER 29077C0426E, 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.)
10. ALL COMMON AREAS & DRAINAGE AND DETENTION AREAS MUST BE OWNED AND MAINTAINED BY A HOMEOWNER'S ASSOCIATION.

OWNER'S DEDICATION:

AS OWNER I, MIKE SEITZ, MANAGING MEMBER OF RLDC, 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 SUIITS, ACTIONS, LIENS, OR TRUSTS ON THE PROPERTY CONVEYED HEREIN, AND WARRANT GENERALLY AND SPECIALLY THE PROPERTY CONVEYED FOR PUBLIC USE AND WILL EXECUTE SUCH FURTHER ASSURANCES AS MAY BE REQUIRED.

MIKE SEITZ, MANAGING MEMBER, RLDC, LLC

DATE:

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY

STATE OF MISSOURI )
COUNTY OF GREENE ) SS
ON THIS DAY OF 2021, BEFORE ME PERSONALLY APPEARED MIKE SEITZ, TO ME KNOWN WHO, DULY SWORN, DID SAY THAT HE IS THE MANAGING MEMBER OF RLDC, LLC, LIMITED LIABILITY COMPANY OF THE STATE OF MISSOURI AND THAT HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE LLC, AND THAT HE HAD THE AUTHORITY TO SIGN THE SAME AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF THE SAID LLC. 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:

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.

1730101175 PARCEL NUMBER

COUNTY COLLECTION OFFICIAL

DATE

APPROVAL BY THE CITY COUNCIL:

I, LAURA BURBRIDGE, CITY CLERK OF THE CITY OF REPUBLIC, DO HEREBY CERTIFY THAT THE PLAT OF MONTE CRISTO PHASE 10, WAS PRESENTED, ACCEPTED AND APPROVED BY THE CITY COUNCIL OF SAID CITY OF REPUBLIC, AND APPROVED BY GENERAL ORDINANCE NO. ON THE DAY OF 2021.

CITY CLERK

DATE

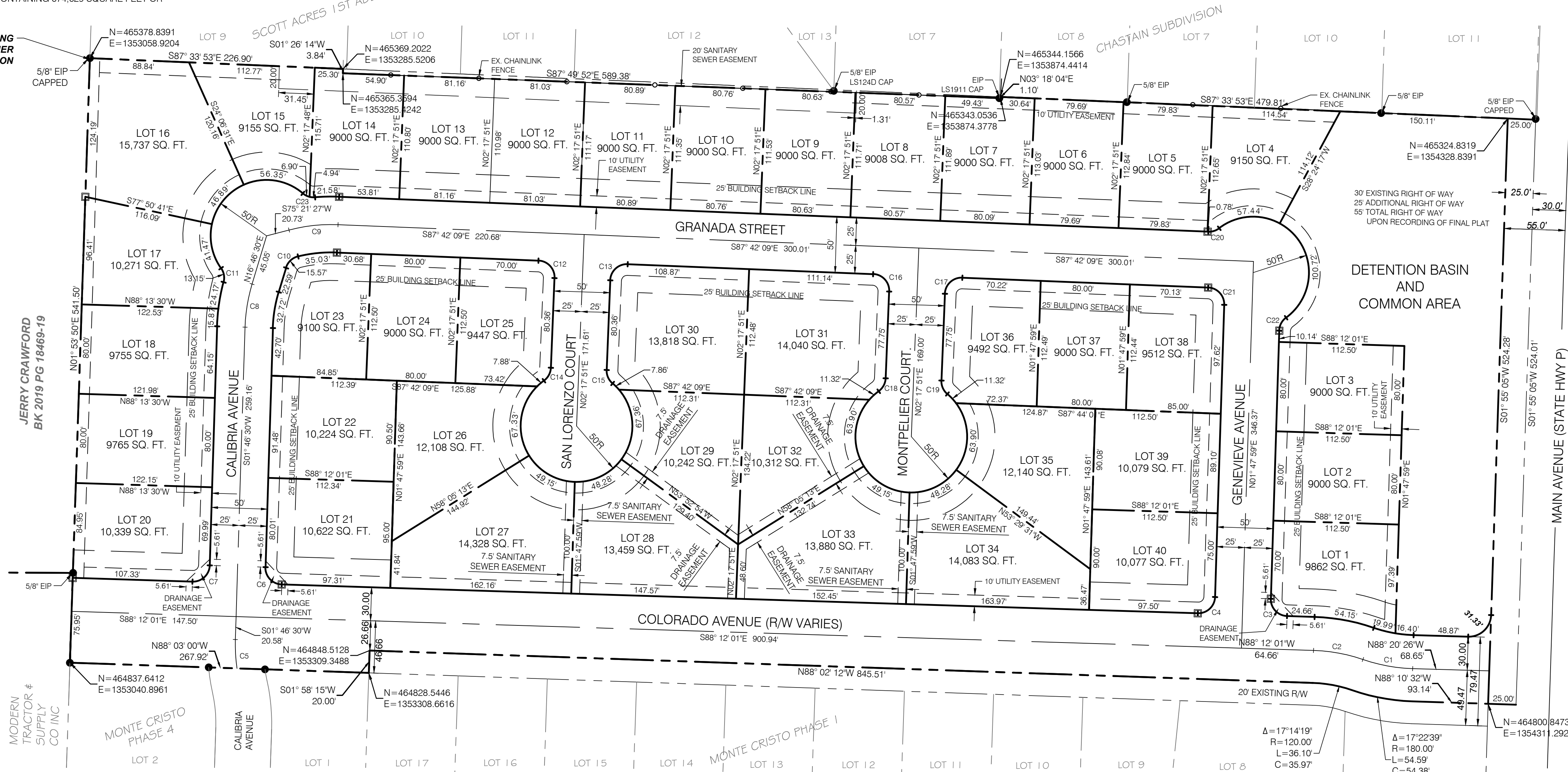
CONFORMANCE TO THE LAND USE REGULATIONS ADOPTED BY THE CITY OF REPUBLIC:

I, CITY PLANNER OF THE CITY OF REPUBLIC, MISSOURI, DO HEREBY CERTIFY ON THE DAY OF 2021, THE FINAL PLAT OF MONTE CRISTO PHASE 10, CONFORMS TO THE CITY OF REPUBLIC LAND USE REGULATIONS, IN ACCORDANCE WITH TITLE IV OF THE REPUBLIC CODE OF ORDINANCES.

CITY PLANNER

STORMWATER

Table with 2 columns: LOT, ELEV. Rows for LOT 1 through LOT 4 with elevations of 1311.0.



Curve Table with columns: Curve #, Length, Radius, Delta, Chord Direction, Chord Length. Rows C1 through C12.

Curve Table with columns: Curve #, Length, Radius, Delta, Chord Direction, Chord Length. Rows C13 through C23.

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 PREPARED BY CJW DATED DECEMBER 13, 2017 AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH CURRENT MISSOURI STANDARDS FOR BOUNDARY SURVEYS AS PROMULGATED BY THE MISSOURI DEPARTMENT OF AGRICULTURE

DATE PREPARED: JULY 23, 2021

SIGNATURE: MO PLS NO. 002555

DATE:

GENERAL NOTES:

- 1. THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE ACCURACY REQUIREMENTS FOR URBAN CLASS PROPERTY
2. THIS SURVEY IS IN COMPLIANCE WITH THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS
3. SOURCE OF TITLE BOOK 2015 PAGE 29432-15

Professional seal for James A. Vaughan, Missouri Professional Land Surveyor. Includes contact info for CJW Transportation Consultants, LLC and project details for Final Plat of Monte Cristo Subdivision Phase 10.

## AGENDA ITEM ANALYSIS

Project/Issue Name: 21-64 An Ordinance of the City Council of the City of Republic, Missouri, Amending Title I, Government Code, Chapter 110, Administrative Policies, Article VIII, Authority to Enter into Contracts Policy and Chapter 120, City Officers and Employees, Article IV, Miscellaneous Provisions.

Submitted By: Karen Haynes, BUILDS Assistant Administrator  
Laura Burbridge, City Clerk

Date: October 5, 2021

### Issue Statement

Consideration to approve amendments to Section 110.200, Persons Authorized to Enter into Contracts on Behalf of City and 120.140, Acceptance of Easements Dedicated to Public Use.

### Discussion and/or Analysis

The City of Republic is requesting Amendments to Section 110.200 to adhere to the Purchasing Policy adopted by Council on April 6, 2021 and amend Section 120.140 changing the Director of Public Works to the BUILDS Administrator or their designee and granting authority to accept deficient right-of-way for projects not requiring platting.

#### 110.200 Persons Authorized To Enter Into Contracts On Behalf Of City

The City Administrator and Finance Director are hereby authorized to enter into contracts on behalf of the City without prior City Council approval in an amount not to exceed ~~twenty-five~~fifty thousand dollars (\$~~25~~50,000.00) in value, provided that the City Administrator and Finance Director jointly approve entry into such contracts and that the City Council has appropriated funds for such contracts in the budget or by City Council action.

#### 120.140 Acceptance Of Easements And Right-of-Way Dedicated To Public Use

- A. The ~~Director of Public Works~~ BUILDS Administrator or their designee may accept easements and deficient right-of-way on behalf of the City when all of the conditions in Subsections (1) through (3) exist and at least one (1) of the conditions in Subsection (4) exists.
1. The easement or deficient right-of-way dedication is offered at no cost to the City or can be obtained at a cost that does not exceed the authorizations for purchases established in the City purchasing manual for a department head or the City Administrator;

2. The easement or deficient right-of-way dedication is adjacent to, or an extension of an existing easement or right-of-way or other public infrastructure improvement owned by or dedicated to the City;
3. The easement or deficient right-of-way dedication is necessary for the proposed or planned construction or maintenance of a public improvement or storm water drainage area;
4. The easement or right-of-way is necessary or expedient:
  - a) To follow a maintenance directive of the City Council;
  - b) To improve water, sanitary sewer, ~~and~~ storm water drainage, or right-of-way; or
  - c) To obtain additional right-of-way up to the amount prescribed in the City's Adopted Major Thoroughfare Plan, Transportation Master Plan, or City Code. ~~subdivision regulations of the Land Development Code.~~
5. In addition, the ~~Public Works Director~~ BUILDS Administrator or their designee may accept easements or deficient right-of-way as part of a project for which obtaining easements and/or right-of-way was a known element of the project and proceeding with the project has been approved by City Council. This authorization is subject to meeting the requirements of the City purchasing manual for expenditures if not otherwise authorized by City Council.

**Recommended Action**

Staff recommends approval.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AMENDING TITLE I, GOVERNMENT CODE, CHAPTER 110, ADMINISTRATION POLICIES, ARTICLE VIII, AUTHORITY TO ENTER INTO CONTRACTS POLICY AND CHAPTER 120, CITY OFFICERS AND EMPLOYEES, ARTICLE VI, MISCELLANEOUS PROVISIONS**

**WHEREAS**, the City of Republic, Missouri, (herein called the "City" or "Republic") isa 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 April 6, 2021, in Ordinance 21-18, the City Council adopted a new purchasing policy contained in Section 110.020 of the Municipal Code of the City of Republic, Missouri; and

**WHEREAS**, the purchasing policy adopted in Ordinance 21-18 omitted amending Section 110.200 regarding the not to exceed amount the City Administrator and Finance Director may enter into for contracts on behalf of the City without prior City Council approval; and

**WHEREAS**, the City of Republic has recognized the need to continually review and revise the Municipal Code of the City of Republic, Missouri to accurately reflect staff titles and terminology used within the City;

**WHEREAS**, authorizing the BUILDS Administrator or their designee to accept right-of-way dedications in addition to easements for public use under certain conditions will provide the grantors, the City, and the public which it serves, greater flexibility in proceeding with public improvements.

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

Section 1: Title I, Government Code, Chapter 110, Administration Policies, Article VIII, Authority To Enter Into Contracts Policy is hereby amended by amending Section 110.200 Persons Authorized to Enter Into Contracts on Behalf of City to read as follows:

**110.200 Persons Authorized To Enter Into Contracts On Behalf Of City**

The City Administrator and Finance Director are hereby authorized to enter into contracts on behalf of the City without prior City Council approval in an amount not to exceed ~~twenty five~~ **fifty** thousand dollars (~~\$250,000.00~~ in



value, provided that the City Administrator and Finance Director jointly approve entry into such contracts and that the City Council has appropriated funds for such contracts in the budget or by City Council action.

Title I, Government Code, Chapter 120, City Officers and Employees is hereby amended by amending section 120.140 Acceptance Of Easements Dedicated To Public Use to read as follows:

120.140 Acceptance Of Easements **And Right-of-Way** Dedicated To Public Use

A. The ~~Director of Public Works~~ **BUILDS Administrator or their designee** may accept easements **and deficient right-of-way** on behalf of the City when **in the exercise of their discretion they determine that** all of the conditions in Subsections (1) through (3) exist and at least one (1) of the conditions in Subsection (4) exists, **or that the conditions in Subsection (5) exist.**

1. The easement **or deficient right-of-way dedication** is offered at no cost to the City or can be obtained at a cost that does not exceed the authorizations for purchases established in the City purchasing manual for a department head or the City Administrator;
2. The easement **or deficient right-of-way dedication** is adjacent to, or an extension of, an existing easement **or right-of-way** or **other public infrastructure** improvement owned by or dedicated to the City;
3. The easement **or deficient right-of-way dedication** is necessary for the **proposed or planned** construction or maintenance of a public improvement or storm water drainage area;
4. The easement **or right-of-way** is necessary or expedient:
  - a) To follow a maintenance directive of the City Council;
  - b) To improve water, sanitary sewer, ~~and~~ storm water drainage, **or right-of-way**; or
  - c) To obtain additional right-of-way up to the amount prescribed in **the City's Adopted Major Thoroughfare Plan, Transportation Master Plan, or City Code.** ~~subdivision regulations of the Land Development Code.~~

5. In addition, the ~~Public Works Director~~ **BUILDS Administrator or their designee** may accept easements **or deficient right-of-way** as part of a project for which obtaining easements **and/or right-of-way** was a known element of the project and proceeding with the project has been approved by City Council. This authorization is subject to meeting the requirements of the City purchasing manual for expenditures if not otherwise authorized by City Council.

EXPLANATION - Matter in bold-face type in the above is added language. Matter in 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 whereas clauses are hereby specifically incorporated herein by reference.

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this\_day of October 2021.

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

ATTEST:

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

DocuSigned by:  
*Damon Phillips* 9/29/2021  
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Approved as to Form \_\_\_\_\_, Damon Phillips, City Attorney

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



## AGENDA ITEM ANALYSIS

Project/Issue Name: 21-65 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the Execution of an Intergovernmental Agreement with Missouri Department of Social Services Family Support Division Regarding the Low Income Household Water Assistance Program.

Submitted By: Meghin Cook, Finance Director

Date: October 5, 2021

### Issue Statement

To authorize an agreement with the Department of Social Services to allow citizens to utilize their Low-Income Household Water Assistance Program for disconnect fees, past due bills, and reconnection fees.

### Discussion and/or Analysis

The Low-Income Household Water Assistance Program (LIHWAP) is administered by the Department of Social Services (DSS) and is funded by the Administration of Children and Families. The program will provide up to \$750 for water and wastewater (sewer) disconnection fees, customers who are in threat of disconnection, arrearages (past due bills), and reconnection fees. LIHWAP is expected to begin in Missouri on October 1, 2021, for elderly and disabled households, and November 1, 2021, for other households. This resource will remain available until September 30, 2023 or until all funds are spent.

The City of Republic is resuming utility shut offs beginning October 12<sup>th</sup> and this service would assist those at risk of disconnect avoid being shut off or assist in their services being reinstated.

### Recommended Action

Staff recommends approval.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH MISSOURI DEPARTMENT OF SOCIAL SERVICES FAMILY SUPPORT DIVISION REGARDING THE LOW INCOME HOUSEHOLD WATER ASSISTANCE 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*, Section 70.220 RSMo., authorizes governments to cooperate with one another in various matters; and

*WHEREAS*, the Missouri Department of Social Services-Family Support Division has presented an Intergovernmental Agreement setting forth the terms and conditions for providing funds to be used to assist low-income household to have access to drinking and wastewater services, attached in Ex. 1; and

*WHEREAS*, the City Council finds that this Intergovernmental Agreement is in the best interest of the City as it will not only benefit low-income households but also the community as a whole.

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

Section 1. That the Intergovernmental Agreement attached as Ex. 1 is accepted.

Section 2. That Mayor Matt Russell is hereby authorized to execute on behalf of the City of Republic, Missouri, the Intergovernmental Agreement attached as Ex. 1.

Section 3. That the City Administrator or their designee is authorized and directed behalf of the City to take the steps necessary to execute this Ordinance and effect the terms of the ordained agreement described herein.

Section 4. That this Ordinance shall be in full force and effect from and after the date of passage.

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

BILL NO. 21-65

ORDINANCE NO. 21-

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

ATTEST:

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

DocuSigned by:  
*Damon Phillips*  
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10/1/2021

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

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

PATRICK LUEBBERING, CHIEF FINANCIAL OFFICER  
DIVISION OF FINANCE AND ADMINISTRATIVE SERVICES  
P.O. BOX 1082 • JEFFERSON CITY, MO 65102-1082  
WWW.DSS.MO.GOV • 573-751-2542 • 573-751-7598 FAX

The Low-Income Household Water Assistance Program (LIHWAP) is administered by the Department of Social Services (DSS) and is funded by the Administration of Children and Families. The program will provide up to \$750 for water and wastewater (sewer) disconnection fees, customers who are in threat of disconnection, arrearages (past due bills), and reconnection fees. LIHWAP is expected to begin in Missouri on October 1, 2021 for elderly and disabled households, and November 1, 2021 for other households.

How the Program Works:

- DSS and Contracted Agencies will notify potentially eligible clients about the availability of the LIHWAP program.
- The client will apply for benefits through DSS Contracted Agencies.
- DSS will send a letter to clients stating they are or are not eligible for the program.
- If the client is eligible, DSS will send a Customer Eligibility Listing (CEL) to the utility company to make a pledge on the clients account.
- If the utility company agrees to accept payment (pledge), DSS will send the payment electronically or with a paper check.
- If the utility company will not accept payment or participate in the program, DSS will send the payment directly to the client.
- Applications will be processed in the order they are received. The program will continue until the funding is spent, or through September 30, 2023.

TDD / TTY: 800-735-2966  
RELAY MISSOURI: 711

For clients to be eligible, they must:

- Be responsible for paying the water and/or wastewater (sewer) bill
- Be a United States citizen (or have been legally admitted for permanent residence)
- Have \$3,000 or less in bank accounts, retirement accounts, or investments
- Meet specific income guidelines based on household size

Client's Income Guidelines Requirements

Household Size	Household Must be Under the Below Monthly Income Amounts to Receive the Benefit
1	\$0 - \$2,211
2	\$0 - \$2,891
3	\$0 - \$3,571
4	\$0 - \$4,252
5	\$0 - \$4,932
6	\$0 - \$5,612
7	\$0 - \$5,740

Utility companies can participate in the program by:

1. Signing the attached "Supplier Agreement" and returning it to DSS at:
  - Email: [fsd.lihwap@dss.mo.gov](mailto:fsd.lihwap@dss.mo.gov), OR
  - Fax: (573) 522-9557, OR
  - Mail to:
 

Department of Social Services/LIHWAP  
3418 Knipp Dr. Ste. C  
Jefferson City, MO 65109
2. Register in MissouriBuys. Please see the attached "Missouri Buys Vendor Registration Checklist" for more information.

## Contracted Agency Contacts

**Audrain, Boone, Callaway, Cole, Cooper, Howard, Moniteau, and Osage:**  
Central Missouri Community Action Agency - (573) 443-1100

**St. Louis County:** Community Action Agency of St. Louis County - (314) 446-4420

**Andrew, Buchanan, Clinton, and DeKalb:**  
Community Action Partnership of Greater St. Joseph - (816) 233-8281

**Atchison, Gentry, Holt, Nodaway, and Worth:**  
Community Services, Inc. of Northwest Missouri - (660) 582-3113

**Barton, Jasper, Newton, and McDonald:**  
Economic Security Corporation of Southwest Area - (417) 781-0352

**Bollinger, Cape Girardeau, Iron, Madison, Perry, St. Francois, St. Genevieve, and Washington:**  
East Missouri Action Agency - (800) 392-8663

**Dunklin, Mississippi, New Madrid, Pemiscot, Scott, and Stoddard:**  
Delta Area Economic Opportunity Corporation - (573) 379-3851

**Caldwell, Daviess, Grundy, Harrison, Linn, Livingston, Mercer, Putnam, and Sullivan:**  
Community Action Partnership North Central Missouri - (660) 359-3907

**City of St. Louis and Wellston:** Urban League - (314) 615-3632

**Jefferson and Franklin:** Jefferson-Franklin Community Action Corporation - (636) 789-2686

**Camden, Crawford, Gasconade, Laclede, Maries, Miller, Phelps, and Pulaski:**  
Missouri Ozarks Community Action, Inc. - (573) 765-3263

**Carroll, Chariton, Johnson, Lafayette, Pettis, Ray, Saline:**  
Missouri Valley Community Action Agency - (660) 831-5331

**Lewis, Lincoln, Macon, Marion, Monroe, Montgomery, Pike, Ralls, Randolph, Shelby,  
St. Charles, and Warren:**  
North East Community Action Corporation - (573) 324-0120

**Adair, Clark, Knox, Schuyler, and Scotland:**  
Community Action Partnership North East Missouri - (660) 665-9855

**Douglas, Howell, Oregon, Ozark, Texas, and Wright:** Ozark Action, Inc. - (417) 256-6147

**Barry, Christian, Dade, Dallas, Greene, Lawrence, Polk, Stone, Taney, and Webster:**  
Ozarks Area Community Action Corporation - (417) 864-3460

**Butler, Carter, Dent, Reynolds, Ripley, Shannon, and Wayne:**  
South Central Missouri Community Action Agency - (800) 325-4633

**Jackson, Clay, and Platte:** Mid-America Assistance Coalition - (816) 768-8900

**Bates, Benton, Cass, Cedar, Henry, Hickory, Morgan, St. Clair, and Vernon:**  
West Central Missouri Community Action Agency - (660) 476-2185



**LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM  
SUPPLIER AGREEMENT  
BETWEEN  
MISSOURI DEPARTMENT OF SOCIAL SERVICES  
FAMILY SUPPORT DIVISION  
And  
WATER/WASTERWATER SUPPLIERS**

**1. Purpose**

1.1 This agreement, made by and between the Department of Social Services, Family Support Division (hereinafter referred to as the Department) and the Home Water/Wastewater Supplier stated below, (hereinafter referred to as the Supplier) shall be as follows:

\_\_\_\_\_  
(Name of Company)

1.2 Missouri’s Low Income Household Water Assistance Program (LIHWAP) is authorized under Section 553 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260. Consistent with legislative instructions, program requirements use existing processes, procedures, and policies currently in place to provide assistance to low-income households. In particular, Office of Community Services (OCS) has closely modeled the LIHWAP terms and conditions on assurances and requirements outlined in the Low Income Household Energy Assistance Act, 42 U.S.C. 8621 *et seq.*

1.3 This agreement shall govern the purchase of water/wastewater services from the Supplier on behalf of households eligible for LIHWAP. Funds awarded shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low-income households have access to drinking water and wastewater services. The funds will be used to cover or reduce arrearages, rates, and fees associated with reconnection or preventions of disconnections of service, and rate reduction to eligible households for such services. This agreement is for the provision of water bill payments to assist low-income households with water and wastewater reconnection and ongoing services.

1.4 The parties acknowledge that this agreement and the services provided by the Supplier are governed by and subject to the federal and state laws and regulations in accordance with the LIHWAP supplemental terms and conditions.

**2. Definitions**

2.1 **Credit Balance** - any surplus of funds remaining on the account of an eligible customer created as the result of a LIHWAP payment to the supplier at the conclusion of the appropriate program period defined in the agreement.

2.2 **Eligible Customer** - a household that makes application for assistance under LIHWAP, is determined eligible for benefits by the Department or contractor, and is accepted by the Supplier as an active account.

2.3 **Payment** - a line of credit payment to the Supplier equal to the maximum subsidy per eligible customer as set forth in Attachment A of this agreement.

**3. Terms of Agreement/Modifications**

3.1 The agreement period shall be effective October 1, 2021 through September 30, 2023. This agreement shall not bind, nor purport to bind, the Department for any commitment in excess of the original agreement period. This agreement shall become effective upon signature by authorized representatives of the Supplier and the Department and shall apply to water/wastewater assistance to eligible customers under LIHWAP in accordance with the following program period, as established above.

- a. Water/Wastewater: home drinking water and wastewater consumed beginning on or after October 1<sup>st</sup> of each year and ending no later than the end of the first billing cycle for an eligible customer after September 30<sup>th</sup> of each year - not to extend past September 30, 2023.

3.2 Changes to this agreement must be made by a formal agreement amendment signed and approved by and between the duly authorized representative of the Supplier and the Department prior to the effective date of

such modification. No other document, including correspondence, e-mail, acts, or oral communications from any person, shall be used or construed as an amendment or modification to the agreement.

3.3 This document expresses the complete agreement of the parties. Performance of the agreement shall be governed solely by the specifications and requirements contained in the agreement. The exclusive venue for any litigation arising under this agreement shall be Cole County, Missouri. This agreement shall be interpreted in accordance with the laws of the State of Missouri.

4. **Responsibilities of the Parties**

4.1 The Department agrees to:

- a. Provide the Supplier with a weekly listing of eligible customers (Customer Eligibility Listing or CEL) who have designated the company as their primary water/wastewater supplier. These listings shall include at least the following data elements:
  - 1. Complete name of eligible customer;
  - 2. Complete address of eligible customer;
  - 3. Customer account number provided on the Supplier's billing information;
  - 4. Amount of payment the Department will make on behalf of each eligible customer whose name appears on the listing; and
  - 5. Social Security Number of the customer supplied by the Department.
- b. Secure from each eligible customer and from its agents or contractors, written authorization for the release of information concerning the eligible customer's account with the Supplier.

4.2 The Supplier agrees to:

- a. Require any of its districts, regional or local companies who provide services to eligible customers in Missouri, to comply with all provisions of this agreement. The Supplier shall complete and submit to the Department Exhibit #1 – Supplier Information and the signed agreement the complete name and address of any sub-suppliers who will be involved under the terms of this agreement.
- b. As conditions for receiving payment for its eligible customers under Missouri's Low Income Household Water Assistance Program, the Supplier:
  - 1. Shall not discriminate with regard to the terms or conditions of the sale, availability of credit, or price of home water offered to eligible customers in relation to its other residential customers.
  - 2. Shall return Customer Eligibility Listings (CEL's) to the Department within **fifteen (15) calendar days** after they are received, indicating whether the LIHWAP payment to be made on behalf of the eligible customer can be accepted by the Supplier. If the Supplier notifies the Department that they cannot accept payment on behalf of a particular eligible customer for reasons other than those stipulated in this agreement, payment will automatically be made on behalf of the eligible customer. If the Supplier **fails to return** a CEL within a **thirty (30) calendar day** timeframe, **direct payments** will be made on behalf of **all customers** who appeared on said listing.
  - 3. Shall accept the LIHWAP payment to be made on behalf of an eligible customer; and not use any portion of the LIHWAP payment made on behalf of the eligible customer for reimbursement of fees charged by collection agencies.
  - 4. Shall credit, through normal billing process, the full amount of the LIHWAP pledge received to an eligible customer's account. The Supplier may apply any portion of the received LIHWAP pledge to an eligible customer's previous account balance, provided the pledge will continue/restore services for at least thirty (30) calendar days after the LIHWAP pledge is applied to the eligible customer's previous account balance.
  - 5. Should make an effort to offer eligible customers, on whose behalf the Department has made payment, a deferred payment plan for any balance due on their account that exceeds the amount made by the Department and consider continued provision of water and wastewater services to the eligible customer who maintains their deferred payment plan for the duration of this agreement.
  - 6. Shall provide water and wastewater services at least equivalent to the amount of the pledge made by the Department on behalf of the eligible customer. Services shall be restored or continued during the service period covered by the payment for at least thirty (30) calendar days from the date of the pledge made on behalf of the eligible customer.

7. Should consider waiving deposits, name change or late payment fees for an eligible customer for whom the Supplier agrees to accept a LIHWAP payment.
8. Shall not transfer any portion of the LIHWAP payment made on behalf of an eligible customer to any other customer's account.
9. Should notify each eligible customer in writing of the amount of any credit balance remaining on their account because of the LIHWAP payment, no later than the end of the first billing cycle for the eligible customer after September 30<sup>th</sup> of each year. In the case of payments received after September 30<sup>th</sup>, notification of any credit balance must be made no later than the next regular billing cycle for the customer on whose behalf the LIHWAP payment is received.
10. Shall refund any LIHWAP credit balance remaining on an eligible customer's account to the Department and any remaining customer credit balance directly to the customer, when the customer voluntarily terminates service with the Supplier or leaves the Supplier's designated service area, no later than sixty (60) calendar days after their final billing statement or by the end of the program year (September 30<sup>th</sup>).
11. In the event the designated customer dies during the program coverage period and the credit balance on their account is not used by a surviving household member over the age of eighteen (18) at the same address, it will be refunded to the Department. Any credit balances that cannot be utilized under the terms of this agreement will be refunded to the Department no later than September 30<sup>th</sup> of each program year.
12. Refunds must include the following information: Customer name and address, date of LIHWAP payment to the Supplier, and reason for return.
13. Shall not accept the LIHWAP payment on behalf of customers with the following account status:
  - a. Inactive Account: an account on which service was terminated and the Supplier does not agree to restore or continue service to this customer under the provisions of this agreement;
  - b. Commercial Account: an account identified by the Supplier via rate structures or other means as generally being utilized by a commercial business;
  - c. Not Our Customer: an account which the Supplier is unable to identify via existing records as being a customer of the company;
  - d. Invalid Account Number: an account which the Supplier is unable to identify via existing records the customer account number;
  - e. Needs Additional Payment: an account on which the Supplier needs additional funds to restore and continue services;
  - f. Negative Customer Response: an account which the Supplier is able to verify, but, the customer failed to call and make an appointment to restore services; or
14. Must utilize the identifying information below concerning eligible customers served when corresponding with the Department:
  - Complete name of eligible customer (account holder);
  - Complete address of eligible customer;
  - Customer account number of eligible customer; and
  - Social Security Number of the customer supplied by the Department.

## 5. Payments

- 5.1 The Department agrees to provide payment to the Supplier within fifteen (15) calendar days for those customers on whose behalf the Supplier has agreed to accept payment.
  - a. Failure to submit the CELs within the time frames set forth in this agreement may delay payment to the Supplier.
- 5.2 The Supplier is encouraged to participate in the Department's direct deposit program and to complete an Automatic Clearing House/Electronic Funds Transfer (ACH/EFT) application.
- 5.3 If funds for payment of service costs of eligible customers are not sufficient to permit the Department to reimburse the Supplier in accordance with the payment maximums specified in Attachment A, the Department will prorate payments to the Supplier on the basis of the total obligations for water and wastewater services costs of all eligible customers in Missouri and the amount of funding available to me

these obligations. The Department will utilize this procedure until all available funding for the payment of water and wastewater services costs of eligible customers has been expended.

## **6. Monitoring/Reporting**

6.1 The Department is required to perform a review of actual usage data of eligible customers served during the program year. The Department will provide a report to the Supplier at the end of the program year. The Supplier shall submit to the Department actual usage data for each eligible customer in each billing cycle or calendar month of the pertinent period set forth under the program period defined in this agreement. Actual usage data submitted shall include:

- a. The complete name and address of each eligible customer;
- b. The customer's account number;
- c. The Social Security Number of each customer;
- d. The amount of any credit balance remaining on the account of an eligible customer at the end of the first billing cycle for an eligible customer after September 30th of each year;
- e. The amount of an eligible customer's outstanding account balance at the time the Supplier agreed to accept the LIHWAP payment if the Supplier used the payment in accordance with this agreement;

## **7. Confidentiality**

- 7.1 The Supplier shall understand that all discussions with the Supplier and all information gained by the Supplier as a result of the Supplier's performance under this agreement shall be confidential. The contractor shall not release reports, documentation, or material prepared required by this agreement without the prior written consent of the Department.
- 7.2 The Department shall only use information provided by the Supplier about the account of an eligible customer for administering LIHWAP. The Department shall obtain the same agreement from any of its Suppliers.
- 7.3 The Supplier agrees not to use or disclose any information related to its eligible customers to any parties except the Department with all applicable state and federal laws dealing with privacy and confidentiality of information related to eligible customers of LIHWAP. This agreement shall immediately be declared null and void if the Supplier is determined to be out of compliance with privacy and confidentiality laws
- 7.4 The Supplier shall ensure that all persons in its employ who are authorized to have access to or use information obtained from the Department understand the conditions of this agreement. In the case of information obtained electronically or by using the web-based access, attest to such understanding in writing by signing a DSS Security Access and Confidentiality Agreement form. Availability of this information must be limited to employees with a "need to know". The Department shall deny access to information if the Supplier is determined to be out of compliance. The Department may declare this agreement null and void if the Supplier is determined to be out of compliance with the agreement.
- 7.5 The Supplier agrees to retain all books, records, and other documents relevant to this agreement for a minimum of five (5) years or until any litigation, claim, negotiation, audit, or other action involving the records that was initiated prior to the expiration of this five (5) year period has been completed. Upon request of the Department, the Supplier shall permit authorized representatives of the Department, and such other Federal or State agencies as may require such information, to have access to such records as may be necessary to confirm the Supplier's compliance with the provisions of this agreement.

## **8. Fraud Prevention and Reporting**

- 8.1 The Supplier shall report any financial fraud or abuse or misconduct in the administration of LIHWAP to the Department of Social Services (DSS), Division of Legal Services (DLS). The Supplier shall call 877-770-8055 or report by email at [DLS.ReportVendorFraud@dss.mo.gov](mailto:DLS.ReportVendorFraud@dss.mo.gov). Suppliers shall cooperate with all DLS investigations of suspected fraud or abuse or misconduct.
- 8.2 The Supplier may be prosecuted under applicable federal or state law or both for false claims, statements, or documents, or concealment of material fact.

## **9. Termination**

- 9.1 Termination of this agreement without cause may occur by either party terminating its duties under this agreement upon provision of thirty (30) calendar days written notice to the other, except that the duties of Section 4.2b 9 through 13, 5.3 and 6.1 shall survive. Additionally:

- a. It is understood and agreed upon that in the event funds or appropriation authority from local, state and federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of services, as determined by the Department, the obligation of each party hereunder shall thereupon terminate immediately upon receipt of written notice from the Department;
- b. Either party may terminate this agreement immediately by written notice for cause related to the adequacy of performance. Any written notification shall be effective upon deposit in the mail; and
- c. The Supplier shall not incur new obligations for the terminated portion of the agreement after the effective date of the termination for cause. The Supplier shall cancel as many outstanding obligations as possible.

10. **Debarment Certification**

10.1 The Supplier, by signing the signature page of this original agreement and any amendment signature page(s), certifies that the Supplier is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The Supplier should complete and return the attached certification regarding debarment, etc., Exhibit #2 with the agreement. The Supplier must satisfactorily complete this certification prior to award of this agreement.

11. **Business Compliance**

11.1 The Supplier must comply with the laws regarding conducting business in the State of Missouri. The Supplier certifies by signing the signature page of this original document and any amendment page(s) that the Supplier and any proposed subcontractors either are presently in compliance with such laws or shall comply with such laws prior to any resulting agreement. The Supplier shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a. Registration of business name (if applicable);
- b. Certificate of authority to transact business/certificate of good standing (if applicable);
- c. Taxes (e.g., city/county/state/federal);
- d. State and local certifications (e.g., professions/occupations/activities);
- e. Licenses and permits (e.g., city/county license, sales permits); and
- f. Insurance (e.g., worker's compensation/unemployment compensation).

11.2 The provider must complete and submit Exhibit #3, Registration of Business Name (if applicable) with the Missouri Secretary of State, prior to award of contract.

11.3 In the event the Supplier contracts with any other party (subcontractor) to carry out the terms of this agreement, the Supplier shall include in its contracts with any other party this agreement as an incorporation by reference.

This agreement and any attachments thereto set forth all promises, agreements, and understandings between the Department and the Supplier. In witness thereof, the Department and the Supplier hereby execute this agreement.

\_\_\_\_\_  
Authorized Representative of Supplier

\_\_\_\_\_  
Authorized Representative of the  
Department of Social Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT #1: SUPPLIER INFORMATION**

Item 10.

**PLEASE COMPLETE THE INFORMATION BELOW AND RETURN WITH THE SIGNED AGREEMENT AND EXHIBIT #2. THE DIVISION WILL COMPLETE THE LAST LINE AND RETURN WITH THE SUPPLIER COPY OF THE SIGNED AGREEMENT.**

*Please attach a complete listing of all your branch offices, including their names, address, telephone and fax numbers and current e-mail addresses.*

COMPANY NAME \_\_\_\_\_

COMPANY MAILING ADDRESS \_\_\_\_\_  
\_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

COUNTY \_\_\_\_\_

TELEPHONE NUMBER (\_\_\_\_) \_\_\_\_\_

FAX NUMBER (\_\_\_\_) \_\_\_\_\_

E-MAIL ADDRESSES (Primary) \_\_\_\_\_

(Other) \_\_\_\_\_

(Other) \_\_\_\_\_

(Other) \_\_\_\_\_

(Other) \_\_\_\_\_

(Other) \_\_\_\_\_

Water and wastewater services \_\_\_\_\_

-----  
**For State Office Use Only:**

**Supplier Number Assigned:** \_\_\_\_\_

HOUSEHOLD SIZE	MONTHLY INCOME AMOUNTS
	0%-60% STATE MEDIAN INCOME (SMI)
1	\$0-2,211
2	\$0-2,891
3	\$0-3,571
4	\$0-4,252
5	\$0-4,932
6	\$0-5,612
7	\$0-5,740
8	\$0-5,868
9	\$0-5,996
10	\$0-6,124
11	\$0-6,252
12	\$0-6,380
13	\$0-6,508
14	\$0-6,636
15	\$0-6,764
16	\$0-6,892
17	\$0-7,020
18	\$0-7,148
19	\$0-7,276
20	\$0-7,404

<b>Benefit Amount</b>
<b>Not to exceed \$750.00</b>

**Exhibit 2 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

Item 10.

This certification is required by 2 CFR Part 180.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ Company Name	_____ DUNS #
_____ Authorized Representative's Printed Name	_____ Authorized Representative's Title
_____ Authorized Representative's Signature	_____ Date

**Instructions for Certification**

- 1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension or debarment.
- 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension or debarment.



**EXHIBIT # 3:**

**Registration of Business Name (if applicable) with the Missouri Secretary of State:**

The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, identify the specific section of 351.572 RSMo, which supports the exemption.

<b>Charter Number (if applicable)</b>	<b>Company Name</b>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo, identify the section of 351.572 to support the exemption:	

If your business entity is not registered, you may go to the link provided below to register:

[www.sos.mo.gov/fileonline](http://www.sos.mo.gov/fileonline)

If you believe your business entity is exempt from registering with the Secretary of State due to one of the specific exemptions contained in the Missouri Revised Statutes, please indicate in your response the specific exemption that applies to your business entity.

Below are the exemption sections of the Missouri Revised Statutes for the most popular business entity types:

1. General Business - section 351.572, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=351.572&bid=18804&hl=>
2. Limited Liability Company - section 347.163.5, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=347.163&bid=18500&hl=>
3. Limited Partnership - section 359.551.5, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=359.551&bid=19476&hl=>
4. Non-Profit - section 355.751.2, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=355.751&bid=19289&hl=>
5. Professional Corporation - section 356.231, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=356.231&bid=19340&hl=>

Note: Limited Liability Partnerships have no exemptions.

For questions regarding registration, contact the Missouri Secretary of State at:

[corporations@sos.mo.gov](mailto:corporations@sos.mo.gov) or (573) 751-4153 (toll free 866-223-6535)



### AGENDA ITEM ANALYSIS

Project/Issue Name: 21-R-46 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the Police and Fire Departments to Utilize Cares Act Reimbursement Funds Allocated by Greene County, Missouri.

Submitted By: Brian Sells, Police Chief  
Meghin Cook, Finance Director

Date: October 5, 2021

#### Issue Statement

To authorize expenditures for the Police and Fire Department utilizing the CARES Act Reimbursement Funds.

#### Discussion and/or Analysis

The City of Republic submitted a request for reimbursement of salary related expenditures during the COVID pandemic. The City received the reimbursement check from Greene County on July 15, 2021. These funds have been placed in their own fund within the budget to be utilized for the departments the reimbursements apply to. The Police Department is requesting to use their reimbursement amount of \$220,629.49 for the following expenses:

<b><i>CARES Act Relief Fund Budget</i></b>	
Three Vehicles for Detective Division	\$ 93,000.00
Parking Lot Expansion	\$ 44,000.00
WatchGuard Body-Worn Cameras/Accessories	\$ 40,000.00
Ballistic Shields (14K) & Ballistic Helmets (7,500)	\$ 21,500.00
Digital Crime Scene Cameras for Patrol	\$ 12,000.00
Computer Voice Stress Analyzer (CVSA) Computer	\$ 5,000.00
Mobile Data Terminal Tablet for Patrol Vehicle	\$ 2,500.00
E-Ticket Printer for Patrol Vehicle	\$ 2,500.00
<b>TOTAL</b>	<b>\$ 220,500.00</b>



The City submitted a request for reimbursement from Greene County on June 15, 2021. This check was received from Greene County on June 24, 2021 in the amount of \$9,655.36 and was reimbursed expenditures in relation to COVID response for the Fire Department.

**Recommended Action**

Staff recommends approval.

**RESOLUTION NO. 21-R-46****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE POLICE AND FIRE DEPARTMENTS TO UTILIZE CARES ACT REIMBURSEMENT FUNDS ALLOCATED BY GREENE COUNTY, MISSOURI**

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

**WHEREAS**, the Coronavirus Aid Relief and Economic Security Act (CARES Act) regarding the coronavirus pandemic commonly referred to as “COVID” was signed into law on March 27, 2020, by President Donald Trump; and

**WHEREAS**, Greene County allocated CARES Act funds for reimbursement of Police and Fire Department salaries on July 15, 2021, in the amount of \$230,284.85, and

**WHEREAS**, the City Police Department (“Police Department”) has designated law enforcement vehicles and equipment anticipated to facilitate public safety, specifically identified as: Three Vehicles for Detective Division; Parking Lot Expansion; WatchGuard Body-Worn Cameras/Accessories; Ballistic Shields (14K) & Ballistic Helmets (7,500); Digital Crime Scene Cameras for Patrol; Computer Voice Stress Analyzer (CVSA) Computer; Mobile Data Terminal Tablet for Patrol Vehicle; and E-Ticket Printer for Patrol Vehicle, for an estimated cost of \$220,500.00; and

**WHEREAS**, on June 24, 2021 the City received a check from Greene County in the amount of \$9,655.36 as reimbursement from CARES Act funds in relation to the City’s Fire Department (“Fire Department”) expenditures in relation to COVID and the Fire Department’s public safety mission; and

**WHEREAS**, sufficient amounts to acquire the Police Department’s designated law enforcement vehicles and equipment, and for the Fire Department to use \$9,655.36 to provide reasonably necessary equipment and operating expenses, are available pursuant to the Greene County CARES Act fund allocation;

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

**Section 1.** The City Police Department is authorized to purchase the designated vehicles and equipment in the amount of \$220,500.00 and the Fire Department is authorized to utilize the \$9,655.36 on reasonably necessary equipment and operating expenses.

**Section 2.** A budget amendment will be presented to City Council to account for the CARES Act receipt and related expenditures.

**Section 3.** This Resolution shall be in full force and effect from and after its adoption.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Republic, Missouri, this 5th day of October 2021.

RESOLUTION NO. 21-R-46

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

ATTEST:

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

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

9/30/2021

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

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

September 23, 2021

**State Contract # CC210581002**

City of Republic

Subject: Joe Machens Proposal on a **2022 Ford Ranger, Crew Cab (large 4 door), 4x4**

To: Whom it May Concern;

As per the requested quote on a Ford Ranger, Joe Machens Ford proposes the following. The Ford Ranger includes the factory standard options. This proposed unit also has the standard options from the state contract and others as noted below.

**Line #20 Price – Dealer Code – Option, Included Equipment**

<b>\$23,222</b> – R4F – 2022 Ford Ranger, Super Cab, 4x4, XL Trim (R4F)	
2.3 Liter, I-4 EcoBoost engine (99H)	Manual Locks & Mirrors
Automatic Transmission	Power Front Windows
126" Wheelbase, 6' Bed (126)	Two (2) Sets of Keys (No Fobs)
4-Wheel ABS, Brakes, Power Steering	Cupholder
P255/70R 16" A/S BSW Tires + full spare	Speed Control and Tilt Wheel (52B)
Mfr. Std. Heating and Air Conditioning	Cloth Bucket Front Seat (QH)
Frontal and Side Impact Air Bags	Rear Bucket Seats (Bench in Crew Cab)
Painted Black Bumpers	12V Power Point
AM/FM Radio	AutoLamp
Vinyl Floor Covering	Tire Pressure Monitor
Mfr Std GVWR	Rear Camera
Dome Light	

**Optional equipment from state contract (Price – Dealer Code – Option):**

- \$2,990** – Line 32 / R4F – Crew Cab (5' bed) in lieu of Super Cab (6' bed)
- \$420** – Line 21 / X73 – Axle, Rear: Limited Slip
- \$450** – Line 27 / 67F – Power Windows, Locks, Mirrors w/ Key Fobs
- \$1,090** – Line 39B / 53R / LNX – Towing Package to incl. Wiring and Hitch & Spray Liner
- \$460** – Line 30 / 76H – Fog Lights, with Chrome Bumpers
- \$0** – YZ – Exterior Color: Oxford White
- \$0** – QH – Interior: Ebony Cloth Front Buckets & Rear Bench (Crew) (2 Cushion Seats on Super Cab)
- \$150** – Line 330 / JMF – Delivery / Fees...or...\$0 – Customer Pick Up

**Total:**

**\$28,782 per (2022 Ford Ranger Crew Cab 4x4) (large 4 door) (Good until 12/30/21)**

**Other Options to Consider** (add to Total above if desired and note)

- \$630** – Line 384 / 18Y – Running Boards
- \$870** – Line 23 / 58E – SYNC / Bluetooth w/ 4" screen
- \$1,730** – Line 24 / 101A / 67G – BLIS (Blind Information System)
- \$270** – Line 384 / TEW – LT265/65R17 A/T OWL Tires in lieu of P255/70R16 A/S BSW
- \$430** – Line 384 / 64Y – 17" Aluminum Wheels in lieu of Steel (Req's 17" Tires)
- \$140** – Line 384 / 16E – Carpet Flooring
- \$110** – Line 384 / 55U – Reverse Sensing System (Req's BLIS)
- \$90** – Line 384 / 63C – SecuriCode™ Keyless-Entry Keypad
- \$220** – Line 384 / 43D – Rear privacy Glass a& Sliding Rear Window
- \$350** – Line 22 / PTS – 3<sup>rd</sup> set of keys

...continued on following page...



1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

- \$120** – Line 384 / 55K – 110V AC Power Outlet (Req's BLIS)
- \$130** – Line 384 / 17B – Splash Guards/Mud Flaps Front and Rear
- \$1,290** – Line 384 / 914 – FX4 Off-Road Package (Req's STX Appearance Pkg. & BLIS)
- \$1,090** – Line 384 / 76F / LH – STX Appearance Package (Req's FX4 Off-Road Package & BLIS)

Joe Machens Ford appreciates your business, and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells, Fleet Manager, Joe Machens Ford, 573-445-4411, ksells@machens.com



## AGENDA ITEM ANALYSIS

Project/Issue Name: 21-R-47 A Resolution of the City Council of the City of Republic, Missouri, Determining the Intent of the City of Republic, Missouri, to Reimburse Itself for Certain Capital Expenditures in Connection with the Acquisition, Construction, and Equipping of a Public Works Facility.

Submitted By: Andrew Nelson, BUILDS Administrator

Date: October 5, 2021

### Issue Statement

To use future debt issuance, as needed or desired, to reimburse the City for costs and expenditures accrued prior to that issuance of debt.

### Discussion and/or Analysis

The BUILDS Department is currently working on a new facility to house the growing department needs. Debt issuance for this project is planned, however the City has not yet issued debt for this project. Expenditures have occurred on this project in connection with building and construction plans that could be captured in the future issuance of debt to reimburse those expenses if desired. This Resolution does not obligate the City to reimburse itself on these projects if passed, but does allow the opportunity to do so if needed or desired. The maximum expenditure for this is expected to be \$5,545,000.00.

### Recommended Action

Staff recommends approval.



RESOLUTION NO. 21-R-47

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, DETERMINING THE INTENT OF THE CITY OF REPUBLIC, MISSOURI, TO REIMBURSE ITSELF FOR CERTAIN CAPITAL EXPENDITURES IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A PUBLIC WORKS FACILITY.**

**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 BUILDS Department solicited and awarded a bid to Ross Construction Group, LLC for the construction of a new BUILDS Department Building (Project); and

**WHEREAS**, the City has not issued debt for this Project, but has had expenditures for this Project that may need to be captured in future debt issuance.

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

**Section 1.** The City of Republic, Missouri (the “City”) has incurred capital expenditures in connection with the acquisition, construction and equipping of a public works facility (the “Project”) and may incur additional capital expenditures in connection with the Project on and after the date hereof. The City intends to reimburse itself for such expenditures with the proceeds of bonds or other obligations to be issued by the City (the “Obligations”). The maximum net proceeds of Obligations expected to be issued for the Project will be \$5,545,000.

**Section 2.** This Resolution shall be in full force and effect from and after its adoption.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Republic, Missouri, this 5th day of October 2021.

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

ATTEST:

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

DocuSigned by:  
*Damon Phillips*  
11F90D87116B4F4

10/1/2021

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

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