



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
September 21, 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 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.
- [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.
- [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.

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.

[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.

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.

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.**



MINUTES

City Council Meeting City Council Chambers, 540 Civic Boulevard September 07, 2021 at 6:00 PM

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

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, and Jennifer Mitchell. Others in attendance were: City Administrator David Cameron, Interim City Attorney Damon Phillips, BUILDS Administrator Andrew Nelson, Assistant City Administrator/Parks and Recreation Director Jared Keeling, Information Systems Director Chris Crosby, Police Chief Brian Sells, Chief of Staff Lisa Addington, Assistant Parks and Recreation Director Jennafer Mayfield, 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 6:03 p.m. No one came forward so Mayor Russell closed citizen participation at 6:03 p.m.

Consent Agenda

Motion was made by Council Member Pool and seconded by Council Member Deichman to approve the consent agenda. The vote was 6 Aye-Deichman, Franklin, Pool, Wilson, Updike, and Mitchell. 0 Nay. Motion Carried.

1. Approve August 24, 2021 City Council Minutes.
2. 21-R-37 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into an Agreement with Donelson Construction Company, LLC for Microsealing Streets within the City of Republic.

Board, Commission, and Committee Schedule

Planning & Zoning Meeting	September 13, 2021
City Council Meeting	September 21, 2021
City Council Meeting	October 5, 2021
Board of Adjustment Meeting	October 7, 2021

Old Business and Tabled Items

3. **21-58 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Final Plat of Olde Savannah Phase Two Subdivision.**

Motion was made by Council Member Wilson and seconded by Council Member Deichman to table Bill 21-58 until the September 21, 2021 meeting. The vote was 6 Aye-Deichman, Franklin, Mitchell, Pool, Updike and Wilson. 0 Nay. Motion Carried.

New Business (First Reading of Ordinances)

4. **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.**

Council Member Pool motioned for the first reading of Bill 21-59 by title only. Council Member Franklin seconded. The vote was 6 Aye-Wilson, Deichman, Franklin, Pool, Mitchell, and Updike. 0 Nay. Motion Carried. Jared Keeling provided an overview of the bill. Mayor Russell reminded Council that this was a first read and to get with staff with any questions prior to the next meeting.

5. **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.**

Council Member Mitchell motioned for the first reading of Bill 21-60 by title only. Council Member Deichman seconded. The vote was 6 Aye-Wilson, Deichman, Franklin, Pool, Mitchell, and Updike. 0 Nay. Motion Carried. Andrew Nelson provided an overview of the bill. Mayor Russell reminded Council that this was a first read and to get with staff with any questions prior to the next meeting.

6. **21-61 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the Execution of an Intergovernmental Cooperative Agreement with Greene County for Road Striping Services.**

Mayor Matt Russell announced that Bill 21-61 has been removed from the agenda by staff.

Other Business (Resolutions)

7. **21-R-38 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into an Agreement with Anderson Engineering for Intersection Improvements at Hines Street and Lynn Avenue.**

Motion was made by Council Member Wilson and seconded by Council Member Updike to approve Resolution 21-R-38. Andrew Nelson provided an overview of the Resolution. The vote was 6 Aye-Deichman, Franklin, Wilson, Pool, Mitchell, and Updike. 0 Nay. Motion Carried.

8. **21-R-39 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City to Acquire an Owner Financed Loan for the Purchase of 136.76 Acres and Authorizing the City Administrator to Execute the Contract and Other Closing Documents for the Purchase of Said Property.**

Motion was made by Council Member Wilson and seconded by Council Member Deichman to approve Resolution 21-R-39. Jared Keeling provided an overview of the Resolution. The vote was 6 Aye-Deichman, Franklin, Wilson, Pool, Mitchell, and Updike. 0 Nay. Motion Carried.

Reports from Staff

City Administrator David Cameron thanked Jared, Jennafer, and Andrew for a job well done obtaining the park property. Mr. Cameron reminded everyone that we cannot forget that our Parks and Recreation programs are what make Republic unique. We can't lose sight of the fact that people want to call Republic home, go to activities, and live in a safe community. Mr. Cameron reference the City's Mission, Vision and Values and shared we must stretch beyond ourselves.

City Administrator David Cameron let Council Member Wilson know that on Item 2 for the microseal on Miller Road, it was placed on the Consent Agenda due to a mistaken calculation leading it to exceed his spending limit. Mr. Cameron shared this project can be completed because the ballot measure left us in a position to improve some streets, also including Lynn and Hines as well as ZZ and Hines. Mr. Cameron reminded Council the items on the Consent Agenda can be withdrawn for discussion if a Council Member feels the need. Mr. Cameron shared the cost for the microseal is \$73,000.00. Mr. Cameron also notified Council that we withdrew Item 6 due to a paint shortage preventing Greene County from being able to do the project for us.

City Administrator David Cameron provided Council the Financial report. Mr. Cameron shared the sales tax deposits are on target for a 19.33% increase, but let Council know there was one large deposit that impacted that number for a one-time only deposit. Mr. Cameron shared we are still trying to get the next month's numbers. Mr. Cameron let Council know the Public Information Officer starts in two weeks and the Finance Director will be back in two weeks. Mr. Cameron shared we are doing well on revenue and expenses. We have some expenses saved due to Police not filling all their vacancies. Our cash position is extremely strong, and the new sales tax will help tremendously on the public safety side. Mr. Cameron reminded everyone this is not monopoly money, and we are being strategic with the budget.

City Administrator David Cameron thanked Greene County for allocating \$1.5 million towards the MM Widening. Mr. Cameron also thanked the State of Missouri, Department of Economic Development, and Representative Davidson for the support. Mr. Cameron reported the Commission is here this week. Mr. Cameron shared he will be presenting to them with the OTO and Chamber making a request for funding and discussing our overall growth and development. Mr. Cameron also reported two weeks from today we will find out if our cost share application is granted.

Mayor Russell reported we are still down a Council Member. Mayor Russell reported we have opened the position and publicized that we are accepting applications through September 14th or 15th. Applications will be reviewed, applicants will be interviewed, and a recommendation of appointment will come to Council for advice and consent.

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

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

Motion was made by Council Member Franklin and seconded by Council Member Updike at 6:35 p.m. to go into Executive Session under RSMo 610.021.1 Pending and/or potential litigation. Closed session. Closed vote. Closed record. and RSMo 610.021.2 Real estate acquisition. Closed session. Closed vote. Closed record. A roll call vote was taken. The vote was 6 Aye – Franklin, Wilson, Pool, Deichman, Mitchell, and Updike. 0 Nay. Motion carried.

Motion was made by Council Member Franklin and seconded by Council Member Updike to adjourn the Executive Session Meeting at 7:10 p.m. A roll call vote was taken. The vote was 6 Aye-Franklin, Wilson, Updike, Pool, Mitchell, and Deichman. 0 Nay. Motion Carried.

ATTEST:

Laura Burbridge, City Clerk

Matt Russell, Mayor

DRAFT



Record Destruction Request

Form

MISSOURI RETENTION MANUAL CODE	NAME/DATE OF RECORDS TO BE DISPOSED	DATE(S) OF DOCUMENTS	RETENTION TIME NEEDED FOR RECORD
0001 Accident Reports	Animal Control volunteer injury report	May 2016	5 years
GS 006 Subsidiary Ledger	Permit Ledger	1959-1983	completion of audit
GS 112 Development and Zoning Requests	Development projects-not completed	2015	5 years



City of Republic

My Vendor Audit Report

Item 3.

For Date Range 08/01/2021 - 08/31/2021

Vendor	Added	Added User	Deleted	Deleted User
07485 - Matthew Hough	08/03/2021	SHERRI WOODS		
07486 - Mary E Gillam	08/12/2021	SHERRI WOODS		
07487 - Springfield Glass Company LLC	08/12/2021	SHERRI WOODS		
07488 - DesignPD LLC	08/13/2021	SHERRI WOODS		
07489 - Secura Insurance Company	08/13/2021	SHERRI WOODS		
07490 - Donelson Construction Company LLC	08/17/2021	SHERRI WOODS		
07491 - Elkins Swyers Company Inc	08/17/2021	SHERRI WOODS		
07492 - Business Systems Connection Inc	08/18/2021	SHERRI WOODS		
07493 - Dalmatian Fire Equipment Inc	08/18/2021	SHERRI WOODS		
07494 - Keck & Phillips, LLC	08/19/2021	SHERRI WOODS		
07495 - H O Bostrom Company Inc.	08/19/2021	SHERRI WOODS		
07496 - Law Enforcement Risk Management Group Inc	08/19/2021	SHERRI WOODS		
07497 - RF Sealing and Striping LLC	08/24/2021	SHERRI WOODS		
07498 - Ron Miller Hardware & Specialty Sales Inc	08/25/2021	SHERRI WOODS		
07499 - TNTX LLC	08/25/2021	SHERRI WOODS		
07500 - Gabes Oil Inc	08/25/2021	SHERRI WOODS		
5775 - Jenkins Truck Center				

Vendor Count: (17)

AGENDA ITEM ANALYSIS

Project/Issue Name: Approve Utility Billing Fee Refunds.
Submitted By: Jamie Bishop, Utility Billing Supervisor
Date: September 21, 2021

Issue Statement

To approve refunds for E-Check customers for late fees incurred after cancellation of E-check services.

Discussion and/or Analysis

The City of Republic has provided E-check services to customers for several years. This service has not been utilized as heavily as recurring payments through debit/credit cards and requires additional steps for staff to process. Customers were notified last month that this service would be discontinued, and customers were referred to the online platform to set up recurring payments through their debit or credit card.

While many customers noticed the alert on their bill, many did not and did not pay timely due to their anticipated automatic payment through their checking account. Due to the confusion of customers, staff is requesting one-time approval to waive the five-dollar late fee for all e-check customers who incurred a late fee due to this transition. Below is a list of customers impacted by this transition:

Stephanie N/Freddy A Nasalr
Patricia A Reeves
Sierra N Davis
Chris/Mandie O'Hara
Cierra J Richards
Justin K Orr
Sara G Young
Ryan P/Crystal E Listerman
Megan Myers
Melinda A Hicks
Debra K/Jesse B Robledo
Farrahn M Henningsen
Luanna K Blades
John Post
William Brazeal
Stephen/Ellasa Simmons
Shelby Scrivener
Deven J Hulse
Hannah R Staples

Shayla B/Jacob L Scott
Omegabet LLC
Austin Simpson
Christopher B/Natalie M Boland
Chris P/Crystal Ewbank
Micheal L Hastings
Julie M/Brian M Lloyd
Sean C/Ashton N Templeton
Brittany L Springer
Phillip R/Dorothy A Stewart
Kyle J/Katie J Pomeroy
Bryce J Isbell
Andrew L/Brittany A Thomason
Nicholas L Foster
Andrew J/Shantel M Vanzyl
Luke A/Hannah K Harding
Amy S/Samuel Lawson
Scott A/Kathryn Lea
Christina L Miranda

Shelby Foster
Doug Crawford
Lindsey M Ruckman
Saralyn M Glascock
Kyle B Raby
Dustin J/Ashley N Gilmore
Hailey P Patton
Chelsey Ford
Guesthouse Market
Maxwell Rudolph
Megan T Beck
Melissa M/Jesse W Robertson
Brian J Cassity
Michael P/Emily N Mandzik
Justin D Lewis
Joshua A Bays
William J Steinmetz
Kenna L/ Nathan V McClellan
Roy W/Rebecca D Kern
Meadowview Baptist Church
Joe/Debi Larimore
Noel Young
Christian D/Emilie A Lamb
Elizabeth R Fahnestock
Kimberly D/Zachry W Skelton
Destiny A Warner
Mark A/Lorrie M Stanberry
Eric H/Sheri L Shuster
Christina M Cook
EquipmentShare.com INC
Tyler L Stilley
Steven C/Candice L Ehasz
Jacqueline C/Joseph C Dorsey
Ashley M/ Doug L Miller
Kylie K Walker
Jake R Munyon
Dakota Dutoit
Bjorn Wilkerson
Hayley D Walser
Tanner Fienen

Orion A/Suzanne M Stidham
David G/Holly M Garrison
Eddie P Hash
Paul T Mantle
Josh Clark
Jamie Jones/Merideth Raper
Teresa K Wetzler
Justin D. Hughes
Bailey N Earp
Lisa A McFall
Breahna M Dasal
Bobbi A Black
Melissa D Largent
Elwyn G Burt
Tasha R Schalk
Michele E/Jonathan T Creech
Michael A/Brooke L Shepherd
Amanda A/Matthew I McGill
Kassidy & Bryan Porter
Lauren K Baker
Nicholas A Bryant
John J/Heather A Tinsley
Gerardo Cuevas
Susan Duvall
Teresa L Shanks
Bethany A/Jacob D Babb
Cindy E/Richard L Thomson
Jessica L/Dennis W Smith
Melinda Rosa
Rachelle L Hare
Laura D Gaddy
Taylor J/Megan K Mosley
Dustin Engle
Carolyn S Booher
Sean P Gillette
Derek Worth
Zachary/Heather Richards
Betty A Watson
Jessica M Lumpkin

Recommended Action

Staff recommends approval of fee waiver.



AGENDA ITEM ANALYSIS

Project/Issue Name: 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.

Submitted By: Andrew Nelson, P.E., BUILDS Department Administrator

Date: September 21, 2021

Issue Statement

The City of Republic is requesting to dedicate approximately zero point two-nine (0.29) acres of property located at 2860 North Brookline Avenue, to the City of Republic as Right-of-Way (ROW).

Discussion and/or Analysis

The property subject to the ROW dedication is comprised of (0.29) acres of land located at 2860 North Brookline Avenue. The City of Republic acquired the property, formerly the Village of Brookline's City Hall, during the consolidation of Brookline. The property was approved for a Rezoning in January 2021 from No Zoning designation to Local Commercial (C-1).

The size of the property has been further reduced with Right-of-Way Dedication along State Highway MM frontage to MODOT for the new signalized intersection of Haile Street; the remainder of the property is approximately (0.27) acres.

The relative size of the property and the property's proximity to a signalized intersection, with no direct access to State Highway MM, combined with the required zoning setbacks, results in a property unable to be developed commercially.

The City of Republic is proposing the property be dedicated as Right-of-Way in order to better utilize the existing square footage of the property.

Recommended Action

Staff recommends the Right-of-Way Dedication.

**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**

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 property located at 2860 North Brookline Avenue contains 0.29 acres; and

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

- Section 1. The attached Deed of Dedication, hereto as Exhibit A, will dedicate the entire parcel from real property to right-of-way.
- Section 2. The whereas clauses are hereby specifically incorporated herein by reference.
- Section 3. This Resolution shall become effective on and after the date of passage and approval as provided by law.

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
11F90D87116B4F4...

9/16/2021

Approved as to Form: _____, City Attorney

Final Passage and Vote: _____

Former Brookline City Hall

Vicinity Map

Item 5.



Legend

- Parcels
- Former Brookline City Hall

Parcel Address: 2860 North Brookline Avenue
Area: 0.29 acres
Zoning District: Local Commercial (C-1)



DEED OF DEDICATION

THIS DEED, made on the _____ day of _____, 2021 , by and between THE CITY OF REPUBLIC by _____ (*Signatory Name*) its _____ (*Corporate Title*), hereinafter called “Grantor”, and the City of Republic, whose mailing address is 204 N. Main Street, Republic Missouri, 65738, hereinafter called “Grantee”.

WITNESSETH, That for and in consideration of the sum of One Dollar, cash in hand, paid by the City of Republic, the grantee, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby dedicate to the City of Republic for the benefit of the public, forever, the following described property, to wit:

Legal Description: Attached as Exhibit “A”

For the purpose of permitting the City to construct and forever maintain a public street thereon, through, over, under and across said property, together with all necessary and convenient appurtenances thereto, which may include, but not necessarily be limited to storm drainage features and facilities, pedestrian ways, franchised public utilities and telecommunication services; and to use and maintain the same. The dedication of the above described land is with the free consent and in accordance with the desire of the undersigned owners, proprietors and trustees, if any. The dedication constitutes an irrevocable conveyance of fee simple interest in the property.

Acceptance of this conveyance by the City, shall not impose upon said City any obligation for the opening, widening, installation, improvement or maintenance of the above described property for any purpose, which obligation shall arise, if at all, only by separate action of the City of Republic.

IN WITNESS WHEREOF, Grantor has hereunto caused this instrument to be executed the day and year first above written.

DATED this _____ day of _____, 20____.

_____(Corporate Name)

By: _____

Printed Name and Title

STATE OF MISSOURI)

COUNTY OF _____)
)ss.

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

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

My term expires:_____

/s/ _____

Notary Public

Accepted by the City of Republic under the provisions of Section 120.140 of the Municipal Code on this _____ day of _____, 20____.

Signature

Printed Name and Title

Exhibit A.

BEGINNING 30' EAST AND 283.08' SOUTH OF THE NEW CORNER OF THE SW1/4 OF THE NW1/4, OF SECTION TWO (2), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23), ON THE SOUTH OF R/W OF WASHINGTON AVENUE; THENCE SEEARLY ALONG SAID R/W ON AN INTERIOR ANGLE OF 67 DEG. 31 MIN. 141.39' THENCE SOUTHWESTERLY ON AN INTERIOR ANGLE OF 90 DEG. 00 MIN. 100'; THENCE NORTH 108.23' TO THE POINT OF BEGINNING. ALL IN THE VILLAGE OF BROOKLINE, MISSOURI.



AGENDA ITEM ANALYSIS

Project/Issue Name: 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.

Submitted By: Jared Keeling

Date: September 21, 2021

Issue Statement

To execute an addendum to the contract for financial consulting services provided by Larry Brown.

Discussion and/or Analysis

The City of Republic has been utilizing Larry Brown of Maximist, LLC for financial consulting services for several years, as needed. Mr. Brown provides additional oversight and protection to the City's funds by increasing internal controls, providing coverage during staff turnover or absence, and providing additional reviews. Mr. Brown has provided part-time services within the Finance Department during staffing transitions and is currently performing tasks that would be completed by the Finance Officer and/or Finance Director in Meghin Cook's absence.

The addendum increases the not to exceed amount to \$70,000 and changes his hourly rate of pay from \$100.00 to \$150.00

Recommended Action

Staff recommends approval.

RESOLUTION NO. 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

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

WHEREAS, the City is in need of financial consulting services to provide additional financial oversight and protection to public funds in light of economic activity and turnover in the finance department; and

WHEREAS, Maximist, LLC has been providing financial consulting services to the City, primarily through Larry Brown, pursuant to an Agreement dated January 6, 2017 and as amended in the Engagement Letter Addendum signed January 24, 2017 as authorized by Resolution 17-R-05 and the Engagement Letter Addendum signed May 31, 2017 as authorized by Resolution No. 17-R-42; and

WHEREAS, the City desires to clarify the terms of the Agreement in substantially the form as the attached Agreement Addendum, including by providing specific legal restrictions, amending the maximum amount that may be incurred from \$30,350.00 to \$70,000.00, and increasing the hourly rate from \$100.00 per hour to \$150.00 per hour; and

WHEREAS, staff proposes that the Agreement Addendum be approved to properly maintain continuity of the financial consulting services provided by Maximist, LLC.

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

- Section 1. The submitted attached proposed Agreement Addendum and pricing is accepted.
- Section 2. On behalf of the City, the City Administrator or designee is authorized to enter into an agreement in the form as attached.
- Section 3. The City Administrator or designee is authorized on behalf of the City to take the steps necessary to execute this Resolution.
- Section 4. The whereas clauses are hereby specifically incorporated herein by reference.
- Section 5. This Resolution will become effective on and after the date of passage and approval as provided by law.

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

RESOLUTION NO. 21-R-41

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

DocuSigned by:
Damon Phillips
11E90D87116B4E4...

9/15/2021

Approved as to Form: _____, Damon Phillips,
City Attorney

Final Passage and Vote: _____

AGREEMENT ADDENDUM

THIS AGREEMENT ADDENDUM is made this ___ day of _____, 20___, by and between the City of Republic, Missouri (“City”) and Maximist, LLC (“Consultant”), jointly the Parties.

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

WHEREAS, Consultant is a Missouri limited liability company in good standing authorized to conduct business in the State of Missouri, and

WHEREAS, the Parties entered into an agreement for governmental consulting services of January 2017, and as amended, which generally provides that Consultant shall provide professional financial consulting services to the City, and

WHEREAS, in order to clarify the terms of the Agreement and extend it, the Parties desire to include this Addendum.

THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **Costs Not to Exceed**: The City is limited by law with respect to the amount of money it can pay. Therefore, the Parties have established fixed sums, including maximum amounts, which cannot be exceeded without amendment to the Agreement. The maximum amount per annum is \$70,000.00. Costs are to be incurred on the rate of no more than \$150.00 per hour, and as to said hourly rate and expenses billable under the Agreement, Consultant shall be required to keep track of the rate time and expenses, and any amounts in excess of that fixed or otherwise authorized under the Agreement shall not be eligible for payment. Consultant shall notify the City if Consultant anticipates that the Agreement amounts may be exceeded in order to determine whether or not the City is prepared to increase the total compensation. Consultant shall establish a billing system showing the amount of money remaining on the Agreement, which shall be shown in each monthly billing.
2. **Supplemental and Additional Services**: Should City desire or need any supplemental and/or additional services related to the Agreement, City shall have the right to use their own employees or contractors or enter into an agreement addendum with Consultant for any supplemental and/or additional services. Such decision shall be within the sole discretion of the City.
3. **Jurisdiction and Venue**: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any disputes or litigation that may arise out of this Agreement shall be litigated in the Circuit Court of Greene County, Missouri. The Parties agree to submit themselves to the jurisdiction of such court and waive any defenses they may have to lack of jurisdiction over the person or subject matter. The Parties do hereby further consent and stipulate venue shall be proper in Greene County, Missouri in any such actions.

4. **No Assumption of Liability**: Nothing in this Agreement shall be construed to create any liability on behalf of the City, including its officers, employees, agents, attorneys, or assigns, for any direct, special, indirect, liquidated, consequential, or damages of any kind, or for attorney fees.
5. **Indemnification/Hold Harmless**: The Parties acknowledge that Missouri law does not authorize a public entity to indemnify a private company. In any event, the City does not agree to indemnify or hold harmless Consultant. To the extent, if any, that any part of the Agreement suggests otherwise, that part is deleted. Nothing in this Agreement shall be construed to create any obligation by the City to indemnify or hold harmless Consultant, including its members, officers, employees, agents, attorneys, successors, or assigns; or any third-party.
6. **Independent Contractor**: The Parties are separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership.
7. **City Benefits**: Consultant, including its members, officers, employees, agents, attorneys, successors, or assigns are not employees of City and shall not be entitled to any of the benefits established for the employees of the City nor be covered by Workers' Compensation through the City, including that they shall not be construed as statutory employees.
8. **Conflict of Interest**: No salaried officer or employee of the City, and no member of City Council, shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void.
9. **E-verify**: All applicable law shall be complied with in the course of performing acts related to this Agreement. This includes that Consultant shall comply with all applicable laws regarding classification of employees, such as pursuant to § 285.500, RSMo. et al., and regarding verification of eligibility for employment, such as pursuant to § 285.530, RSMo. et al. For all contracts related to this Agreement, including this Agreement, Consultant will provide necessary affidavit(s) to show enrollment in a federal work authorization program that Consultant does not knowingly employ any person who is an unauthorized alien in connection with the contracted service.
10. **Proof of Lawful Presence**: All applicable law shall be complied with in the course of performing acts related to this Agreement. This includes that Consultant shall comply with all applicable laws regarding prohibiting persons who are unlawfully present in the United States of America from receiving any public benefit as a result of the Agreement, such as § 208.009, RSMo. Affirmative representations of lawful presence may be established through an authorized officer of Consultant providing documentary evidence, including such recognized by the department of revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.
11. **Professional/Occupational/Business Licenses**: Consultant represents that it and all the individuals through whom it may act in providing services contemplated under this Agreement are authorized to conduct business and shall maintain such professional/occupational/business licenses as are required by law to provide the services contemplated by this Agreement. All such costs shall be borne by Consultant.

12. **Anti-Discrimination**: Consultant agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran, or a qualified individual with a disability, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
13. **Execution**: The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the same legal effect of original signatures. This Agreement may also be executed in accordance with the applicable version of the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act (ESIGN). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any Party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.
14. **Headings**: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
15. **Whereas Clauses**: The “Whereas” clauses stated above are incorporated herein by reference.
16. **Assignment**: This Agreement may not be assigned by Consultant without the prior written consent of all Parties.
17. **Public Entity/Officer Immunities and Protections**: **In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of rights or defenses with regard to applicable sovereign, governmental or official or individual immunities and any other protections or defenses as provided by federal and state constitutions, statutes, and laws.**
18. **Severability Clause**: A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section or part, of this Agreement shall not affect the validity of the remaining parts of this Agreement.
19. **Contingent Upon Funds and Approval**: This Agreement is contingent upon the City having sufficient funds available for the subject of this Agreement. Consultant shall have no right of action against City in the event City is unable to perform its obligations under this Agreement as a result of insufficient funds. Further, this Agreement is subject to and conditioned upon approval on the record by the City Council.
20. **Inconsistencies**: To the extent there are any conflicts or inconsistencies between the Addendum and any previous iteration of the Agreement, or any contract document or understanding and the Addendum, the Addendum supersedes and shall govern.

21. **Contract Documents**: The Agreement consists of the following documents, all of which are incorporated herein by reference:

- a. this Addendum;
- b. the Engagement Letter Addendum signed May 31, 2017 as authorized by Resolution No. 17-R-42;
- c. the Engagement Letter Addendum signed January 24, 2017 as authorized by Resolution 17-R-05;
- d. the Letter of Agreement dated January 6, 2017.

22. **Notices**: Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or deposited in the United States Mail, registered or Certified, with postage thereon prepaid as follows:

To the City:

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

To Consultant:

Maximist, LLC
Consulting Services
3231 West High Point
Springfield, MO 65810

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this to be signed by their duly authorized representatives, the day and year set forth below.

Maximist, LLC

Signature

Dated: _____

Printed Name and title

City of Republic, Missouri

Signature

Dated: _____

David Cameron, City Administrator

Attest: Laura Burbridge, City Clerk

Approved as to form:

DocuSigned by:
Damon Phillips 9/15/2021

11F90D87110B4F4...
Damon Phillips, City Attorney



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: September 7, 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 7.

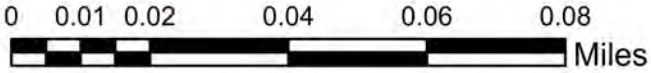
Vicinity Map



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

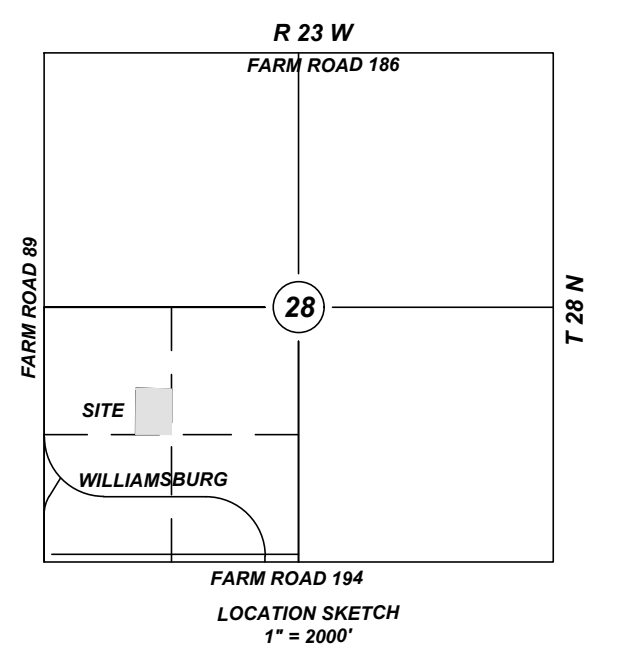
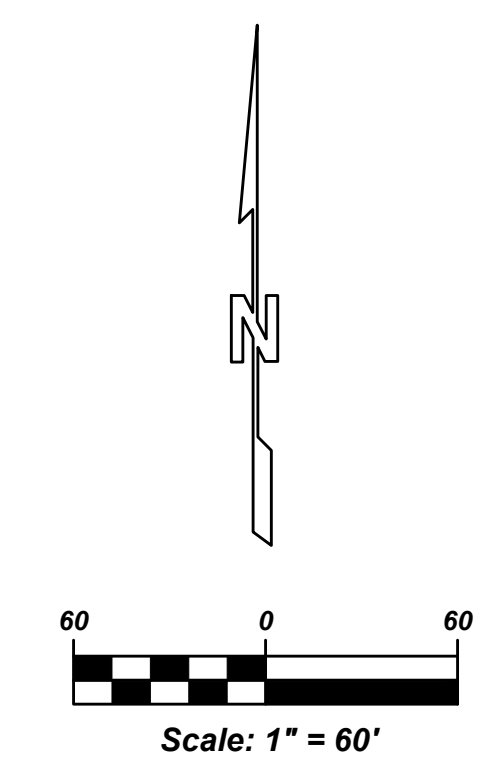
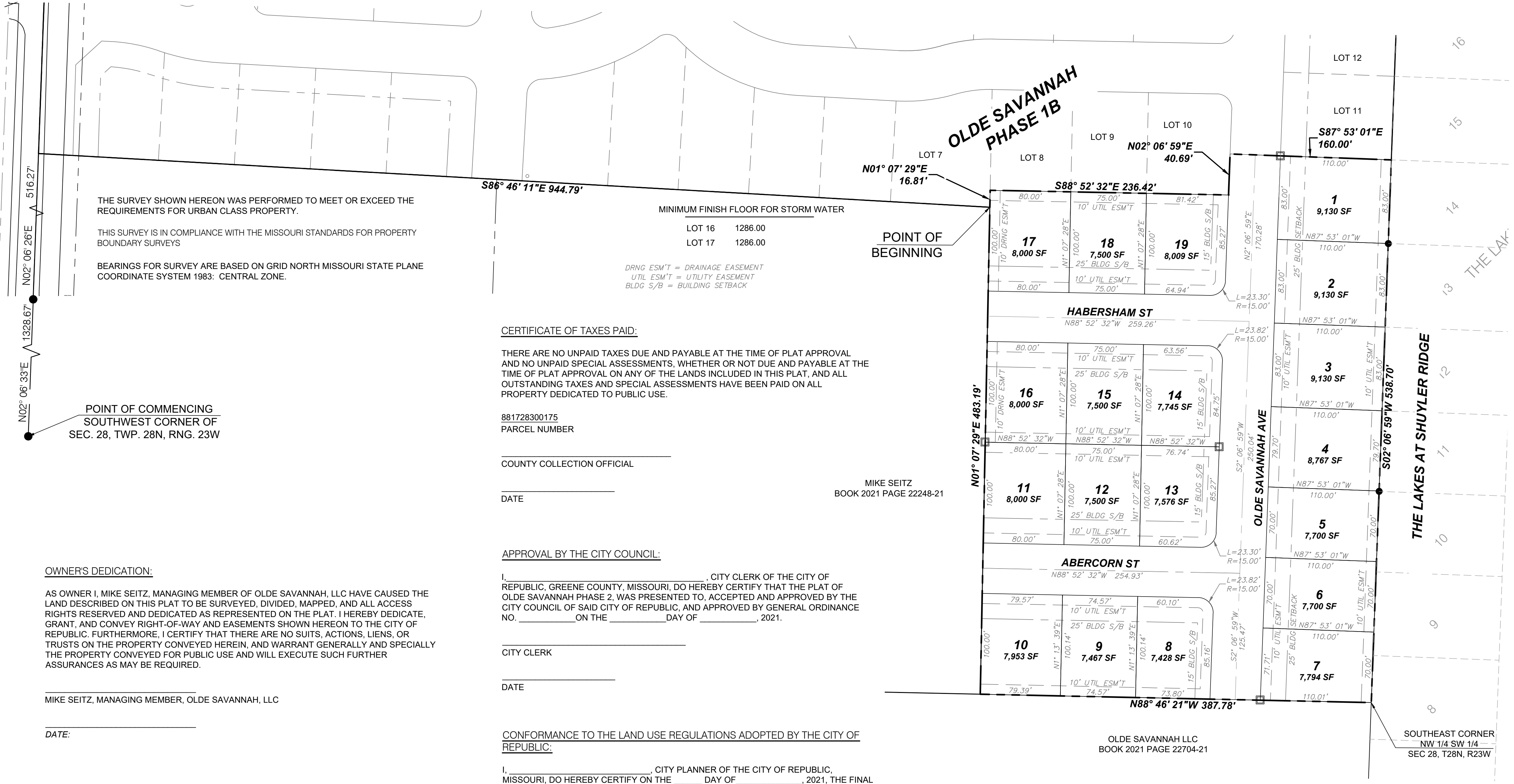


FINAL PLAT OF OLDE SAVANNAH PHASE 2 A SUBDIVISION IN REPUBLIC, GREENE COUNTY, MISSOURI NW 1/4 OF THE SW 1/4 SECTION 28, TOWNSHIP 28 NORTH, RANGE 23 WEST

- 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

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

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: _____

- 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 NORTHWEST 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 SOUTHWEST 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.

OWNERS 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: _____

No.:	Revision:	Date:
FINAL PLAT OF OLDE SAVANNAH SUBDIVISION PHASE 2		
SW1/4 SEC. 28, TWP. 28N, RNG. 23W CITY OF REPUBLIC, GREENE CO., MISSOURI		
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

JAMES A. VAUGHAN
NUMBER PLS-2555

Prepared by:

CJW
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



AGENDA ITEM ANALYSIS

Project/Issue Name: 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.

Submitted By: Jared Keeling, Assistant City Administrator

Date: September 21, 2021

Issue Statement

To execute a contract with City Utilities of Springfield, Missouri to bring power to main city gateway sign site located at 6571 W. US Hwy 60.

Discussion and/or Analysis

The City of Republic recently completed installation of the main city gateway sign located along west bound Hwy 60. In order to bring the required power to the sign for nighttime illumination and to the site for general security and lighting, City Utilities has presented the attached contract and pricing. The contract calls for a main extension from the west under the railroad spur to the gateway sign site.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR 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

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

WHEREAS, the City recently completed installation of the main city gateway sign located in the area of west bound 6571 W. US HWY 60; and

WHEREAS, in order to bring power to the site required for nighttime illumination of the sign and for general security and lighting, City Utilities of Springfield, Missouri (hereinafter called, “CU”) has presented the attached proposed agreement and pricing, calling for construction or installation of a main line extension by the City consistent with engineering and specification requirements of with CU; and

WHEREAS, City Council desires to bring power to the main city gateway sign and to enter the proposed agreement.

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

- Section 1. The submitted attached proposed agreement and pricing is accepted.
- Section 2. On behalf of the City, the City Administrator or designee is authorized to enter into an agreement in the form as attached.
- Section 3. The City Administrator or designee is authorized on behalf of the City to take the steps necessary to execute this Ordinance and effect the ordained agreement described herein.
- Section 4. The whereas clauses are hereby specifically incorporated herein by reference.
- Section 5. This Ordinance will become effective on and after the date of passage and approval as provided by law.

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

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

BILL NO. 21-59

ORD NO.

DocuSigned by:
Damon Phillips
11E90D87116B4E4

9/1/2021

Approved as to Form: _____, Damon Phillips, City Attorney

Final Passage and Vote: _____

**DEVELOPER INSTALLED
MAIN EXTENSION CONTRACT
BETWEEN
CITY UTILITIES OF SPRINGFIELD, MISSOURI
AND
CITY OF REPUBLIC, MO
6571 W US HIGHWAY 60**

APPLICATION #	210402
CONTRACT SET #	1 OF 4
CONTRACT DATE	08-06-21

DEVELOPER INSTALLED MAIN EXTENSION CONTRACT

Item 8.

ELECTRIC

Appl.# 210402

Appl. Date 02-25-21

Payment Date: _____

DEVELOPER INSTALLED MAIN EXTENSION - CONTRACT NO. 210402 for ELECTRIC

This contract and agreement made between CITY OF REPUBLIC, MO herein called Developer and City Utilities of Springfield, Missouri.

Developer owns, is part owner, or represents owner, or part owner, of certain real estate located in 11-28-23 Greene County, Missouri, on which several structures are existing or are to be constructed, said real estate being hereafter described as 6571 W US HIGHWAY 60.

All correspondence shall be mailed to the Developer at, 213 N MAIN ST, REPUBLIC, MO, 65738, unless City Utilities is notified in writing at P.O. Box 551, Springfield, MO, 65801 of a change of address.

IT IS AGREED THAT:

1. Developer shall pay to City Utilities on this date the sum of \$12,607.99 DOLLARS for engineering and inspection of the work to be done by the Developer in the completion of the Construction Project and for other applicable charges as set forth in the City Utilities' Extension Policy.

2. Developer will construct utility installations as shown on Drawing No(s) 85588 Rev1 herein called the "Construction Project" and in accordance with Contract Documents Exhibit B, City Utilities' Technical Specifications for Developer Installed Natural Gas, Water & Electric Work (latest revision). A copy of these specifications is available upon request.

3. By signature below, the parties agree to be bound to all terms and conditions on Exhibit A, attached hereto and incorporated by reference.

4. Any applicable reimbursement will be made to the Developer when title is transferred. The reimbursement amount is estimated based upon the design footage, and is adjusted to the as-built footage after the installation is completed and accepted by City Utilities

The estimated amount is:

Water / Gas Joint Trench:	\$	0.00
Water Only:.....	\$	0.00
Gas Only:	\$	0.00
Electric Street Crossings:	\$	0.00
Electric Conduit:	\$	0.00
Other:	\$	0.00
TOTAL:	\$	0.00

Developer - CITY OF REPUBLIC, MO

Board of Public Utilities of The City of Springfield, Missouri

Signature _____

Pam Nelson

Print Name: _____

Manager Developer Services
City Utilities of Springfield, Missouri

Title: _____

Date: _____

Date: _____

DEVELOPER INSTALLED MAIN EXTENSION CONTRACT

EXHIBIT A. TERMS AND CONDITIONS

1. The effective date of this contract and agreement shall be the date of the last signature of a party on this agreement.
2. The Developer shall not assign their privileges or duties of said contract without written consent of all parties herein.
3. Any applicable reimbursement will be made to the Developer when the Construction Project is accepted by City Utilities. The reimbursement amount is estimated based upon the design footage and is adjusted to the as-built footage after the installation is completed and accepted by City Utilities.
4. Developer shall name the Contractor(s) and/or Subcontractor(s) he proposed to utilize in the installation by completing Exhibit C, Designation of Contractors. Such attachment shall include the signatures of all Contractor(s) involved, verifying that they have reviewed and understand the installation requirements set forth in the drawing and construction specifications. City Utilities reserves the sole right to judge the qualification of any contractors or subcontractors. City Utilities shall notify, in writing, the Developer of any such rejections upon which Developer shall resubmit a new Exhibit C, naming other contractor(s) as necessary; for Developer shall not utilize any other contractor or subcontractor except those so named in Exhibit C unless he notifies, in writing, City Utilities of any proposed changes and City Utilities approves said changes.
5. In its entirety the Construction Project shall be constructed in accordance with the Construction Specifications and the attached Drawing No(s) **85588 Rev1** identified on page one of this agreement prepared by or on behalf of City Utilities and in accordance with the effective Resolution(s) adopted by the Board of Public Utilities governing such installation. City Utilities shall have the right to inspect, examine, and test all work to be done by the Developer. However, the Developer shall have complete control, supervision, and direction over the method and manner of obtaining results. The Construction Project shall strictly comply with the requirements set forth in the attached Drawing and Construction Specifications. City Utilities retains the right to reject all work, which does not conform to the Drawings and Construction Specifications for the Construction Project and the Developer shall replace or repair the same without cost to City Utilities. The decision of the authorized representative or representatives of City Utilities as to acceptance of any completed work shall be final.
6. Upon acceptance of the Construction Project after final inspection, ownership shall be transferred to City Utilities. It shall be Developers responsibility to convey all right, title and interest of the Construction Project to the Board of Public Utilities of the City of Springfield, Missouri, free of lien or any other encumbrance. At its own expense, Developer shall also deliver to the Board of Public Utilities of the City of Springfield, Missouri, all easements that are necessary or convenient to utilize the project, in the sole opinion of City Utilities. Such easements shall be in the form specified by City Utilities. If City Utilities acquires any such easements directly, then the Developer shall reimburse City Utilities for all such costs.
7. The Developer shall be and operate as an independent contractor and not as an agent of the City of Springfield, Missouri, or City Utilities of Springfield, Missouri; and, neither this Contract nor anything done or permitted to be done either by Developer or by City Utilities, its agents, employees or representatives, shall constitute or create, or shall be construed as constituting or creating a relationship either of principal and agent or of master and servant between the City of Springfield, its Board of Public Utilities, or City Utilities of Springfield, Missouri, on the one hand, and the Developer, his, her, their and/or its agents, employees or representatives, shall be construed as having imposed upon, or constitutes an assumption by, the City of Springfield, Missouri, its Board of Public Utilities or City Utilities of Springfield, Missouri, any liability, obligation, or duty with

DEVELOPER INSTALLED MAIN EXTENSION CONTRACT

Item 8.

respect to the Developer's work, or with respect to examination, inspection, testing or completion thereof.

8. Developer warrants that the work will be free of all defects and shall conform to the Drawings and Construction Specifications for a period of one year from the date of acceptance of the Construction Project after final inspection ("Warranty Period"). If City Utilities discovers any defective or nonconforming work during the Warranty Period, the City Utilities may repair or replace the defective or nonconforming work and recover the cost thereof from the developer.
9. The Developer shall keep an accurate record of all items of cost and expense incurred in performing and completing the Construction Project. Upon request, Developer shall furnish an Affidavit in form acceptance to City Utilities as to the accuracy and completeness of such cost and expense records and if desired, make such records available to City Utilities for inspection and audit.
10. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.
11. Any and all customers connected shall at all times be subject to the resolutions, rules and regulations of City Utilities in effect at the time and as same may be amended and nothing in the Contract shall in any way affect City Utilities' right to change its resolution rules and regulations and the terms and conditions under which it supplies or will furnish service, and the rates charged. Service shall at all times be subject to availability.
12. The terms and conditions contained in the Extension Policy adopted by the Board of Public Utilities of Springfield, Missouri and in effect on the date of this contract are incorporated herein by reference. This contract contains the entire agreement between the parties with respect to the subject matter hereof, and may not be altered, modified or changed except in writing, signed by all of the Parties hereto. The benefits of this Contract shall insure to, and the obligations hereof shall be binding upon, the heirs, executors, administrators, successors and assignees of the representative Parties hereto.

DEVELOPER INSTALLED MAIN EXTENSION CONTRACT

EXHIBIT C. DESIGNATION OF CONTRACTORS

Contract: 210402

Description: 6571 W US HIGHWAY 60

Developer will utilize only the following Contractor (s) for the indicated categories of work:

ELECTRIC

Company Name AC Electrical systems

Address 636 N Miller Springfield MO 65802

Phone 417-831-0048

Signature of Contractor Matt Burks

Printed Name Matt Burks

A current copy of the Contractor(s) Certificate of Insurance is on File at City Utilities X

By signature above the above named Contractor(s) agrees they have been provided a copy of the detailed plans and specifications as called for in this contract. Contractor has been made fully aware of their responsibilities to install said facilities per the plans and specifications and per all applicable local, state and federal requirements. Contractor has also been made fully aware of the hazards and liabilities, present and future, of installing electric, natural gas and / or water facilities. Contractor agrees to indemnify, defend and hold harmless the other party, its officers, directors, agents, and employees, from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of this Agreement caused by its negligent or wrongful acts or omissions. In cases of concurring fault, each party shall bear its share of the loss. This indemnification agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

City Utilities Approval by:

Josh Casey, Specialist - Developer Services
City Utilities of Springfield, Missouri



AGENDA ITEM ANALYSIS

Project/Issue Name: 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.

Submitted By: Andrew Nelson, BUILDS Administrator

Date: September 21, 2021

Issue Statement

A maintenance agreement for powder coating and sidewalk near Highway 174/60.

Discussion and/or Analysis

The City requested, via cost share application, for the signal poles to be powder coated black, plus additional sidewalks to be constructed at Highway 174/60. With that agreement approved by Council, the City agreed to a maintenance agreement. Should the signal poles be hit in an accident, this agreement states the City would have to pay for the powder coating on any new poles and/or pay to re-coat the poles as necessary. The standard poles installed by MODOT are galvanized.

Recommended Action

Staff recommends approval.

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.

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 Missouri Highways and Transportation Commission has presented a Costs Apportionment Agreement setting forth the terms and conditions for the participation of each entity; and

WHEREAS, the Agreement is deemed acceptable by the City Council.

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

Section 1. That City Administrator David Cameron is hereby authorized to execute on behalf of the City of Republic, Missouri, a Cost Apportionment Agreement, said Agreement to be substantially in the form and content as that document attached hereto and incorporated herein.

Section 2. 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 _____, 2021.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

DocuSigned by:
Damon Phillips 9/3/2021
11F90D87116B4F4...

Approved as to Form: _____, City Attorney

Final Passage and Vote: _____

CCO Form: TR35
Approved: 05/00 (BDG)
Revised: 03/20 (GH)
Modified: 08/21 (BDG)

MoDOT District: Southwest
Commission Agreement No.:2021-07-64263

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
PAINTING/WRAPPING OF TRAFFIC SIGNAL AND LIGHTING FACILITIES AGREEMENT**

This Agreement is made and entered into by and between the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and the City of Republic (hereinafter, "City"), whose address is 204 North Main Avenue, Republic, MO 65738.

WITNESSETH:

WHEREAS, the Commission owns and operates, as part of the State Highway System, Route 60/413 and Route 174 located within the City limits of Republic in Greene County; and

WHEREAS, the Commission and the City previously entered into Municipal and Cost Apportionment Agreement #2020-01-54951, as to public improvements designated as MoDOT Job No. J8S3159B, for the construction of roadway and pedestrian improvements on Route 60/413 and Route 174; and

WHEREAS, the City has requested to have the traffic signal and lighting equipment and pedestrian equipment painted/wrapped at the intersection of Route 60/413 and Route 174 in said county.

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

(1) PROPOSAL: The City proposes, and the Commission will allow the painting/wrapping of traffic signal and lighting facilities and pedestrian equipment, at the location(s) specified below.

(2) LOCATION: The general location of the traffic signal and lighting facilities and pedestrian equipment to be painted/wrapped pursuant to this Agreement are at the intersection of Route 60/413 and Route 174 as shown on the attached sketch marked "Exhibit A" and made a part of this Agreement.

(3) COSTS: All costs associated with the painting/wrapping of traffic signal and lighting facilities, and their removal in the event of cancellation, will be borne entirely by the City, with no cost incurred by the Commission. Initial Installation cost are detailed in the Commission Agreement #2020-01-54951.

(4) TRAFFIC CONTROL: All work zone signs and traffic control devices to be used shall be in accordance with the latest revision of the Manual on Uniform Traffic Control Devices for Streets and Highways or as directed by the District Engineer or his authorized

representative.

(5) PAIN/WRAP SPECIFICATIONS:

(A) The paint/wrap specifications for the initial installation are covered in the Job Special Provisions for MoDOT Job No. J8S3159B. If a design is desired, the image of the approved design shall be attached hereto as Exhibit A or attached to the permit issued by the Commission under paragraph (10) below.

(B) The painting/wrapping of the traffic signal and lighting facilities and pedestrian equipment shall not interfere with the operations of the door, handle, hinges, seams, vents, knobs or locking mechanism when present.

(C) The painting/wrapping of signal heads is not authorized by this Agreement.

(6) INSPECTION: Inspection of the initial installation was performed on MoDOT Job No. J8S3159B.

(7) INDEMNIFICATION:

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

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

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(8) COMMISSION RIGHT-OF-WAY: All painted/wrapped traffic signal and lighting facilities within the state-owned Right-of-Way shall remain the Commission's property, and all future alterations, modifications, or maintenance thereof, excluding the paint/wrap system, will be the responsibility of the Commission.

(9) MAINTENANCE:

(A) The City shall provide proper maintenance of the paint/wrap coating at its cost for continuation of appearance of the unique color including the painting/wrapping of any replacement equipment installed or replaced by the Commission. The method of maintenance shall be mutually agreeable between the City and the Commission's District Engineer. Should the City elect to not maintain the paint/wrap on the traffic signal and lighting facilities, the Commission may terminate this Agreement and the Commission's District Engineer shall have full discretion on future appearance to any of the painted/wrapped traffic signals and lighting facilities and pedestrian equipment painted/wrapped pursuant to this Agreement.

(B) All future alterations, modifications, replacement, or maintenance, other than aesthetic painting/wrapping traffic signals, lighting, and pedestrian equipment, will be the responsibility of the Commission. The Commission will only be responsible to replace or repair painted/wrapped signal and lighting equipment and pedestrian equipment with basic MoDOT standard equipment (non-aesthetic/not black powder coated) in accordance with Missouri Standard Specifications for Highway Construction. The City shall be responsible for all repainting/rewrapping costs of any altered or replaced signal, lighting, and pedestrian equipment within the locations designated above.

(C) The Commission will pay the cost of electrical current for the operation of the signals and lighting and pedestrian equipment at these same locations.

(10) PERMITS: Initial painting/wrapping of signal and lighting and pedestrian equipment was performed on MoDOT Job No. J8S3159B. Before beginning any maintenance or repair work on the painted/wrapped signal and lighting equipment, the City shall secure from the Commission's District Engineer a permit for the proposed improvement. The City may provide written authority to the Commission's District Engineer enabling its contractor to obtain the permit as an agent for the City. Future painting/wrapping shall be covered by a separate permit.

(11) BOND: The City shall secure sufficient bond, as determined by the Commission's District Engineer or his authorized representative, for the work to be done pursuant to this Agreement within Commission right-of-way.

(12) HIGHWAY SPECIFICATIONS: All repair work done pursuant to this Agreement shall be in accordance with applicable portions of the latest editions of the Missouri Highways and Transportation Commission's Standard Specifications for Highway Construction and the Standard Plans for Highway Construction. The City shall provide a copy of its contractor's certification of material used.

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

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

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

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

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

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

(19) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

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

(21) SEVERABILITY: If any clause or provision of this Agreement is found to be void or unenforceable by a court or agency of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(22) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

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

Executed by the City on_____.

Executed by the Commission on_____

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF REPUBLIC

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

Secretary to the Commission

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

J8S3159B

Item 9.

MODOT R/W

ROUTE 174

AESTHETIC SIGNAL & LIGHTING ELEMENTS

ROUTE 60

MODOT R/W

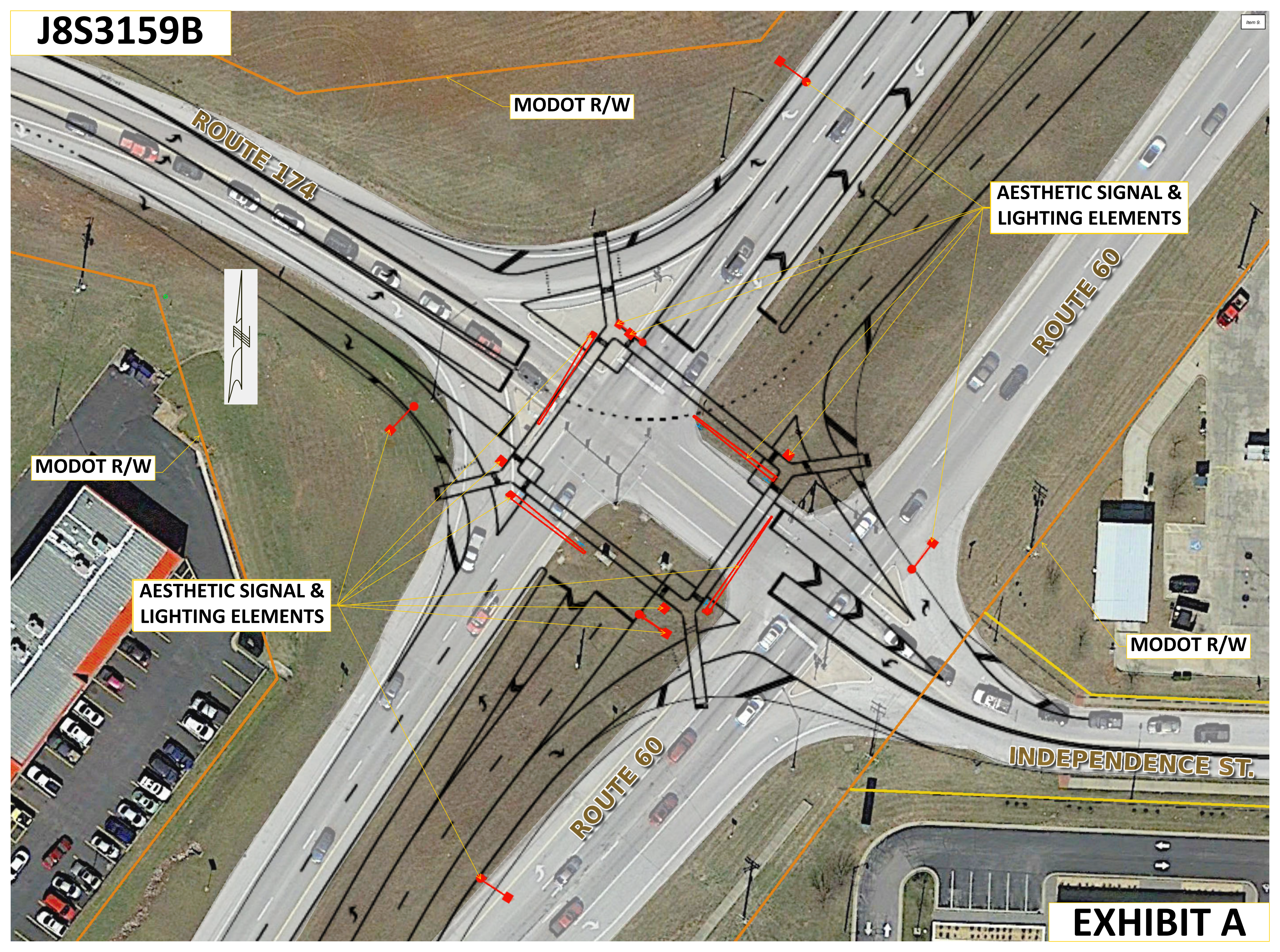
AESTHETIC SIGNAL & LIGHTING ELEMENTS

MODOT R/W

ROUTE 60

INDEPENDENCE ST.

EXHIBIT A



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: September 21, 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 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

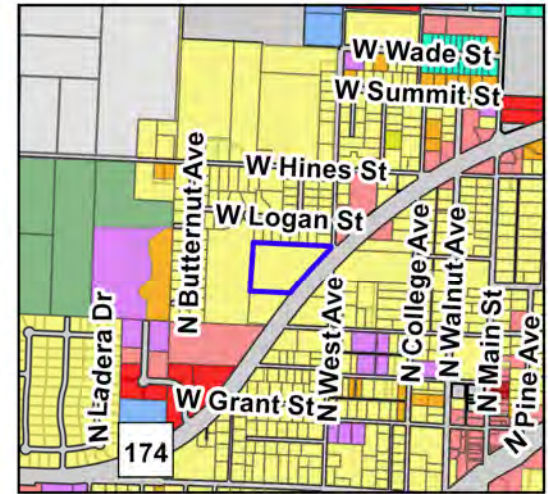
Approved as to Form:  9/15/2021 _____, City Attorney

Final Passage and Vote: _____

REZN 21-012: Liberty Electric

Zoning Map

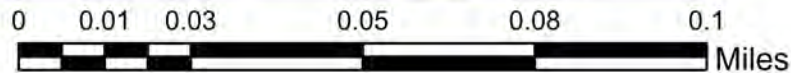
Item 10.



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

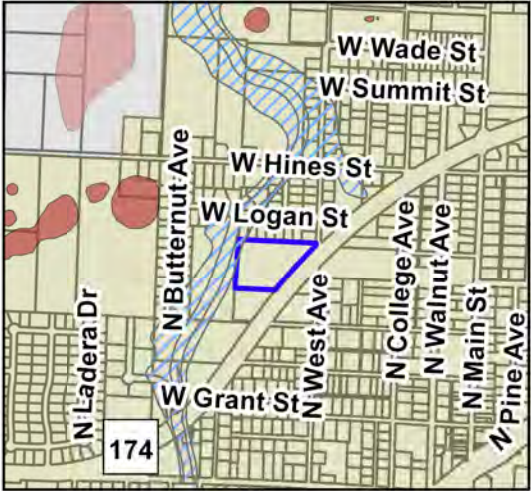
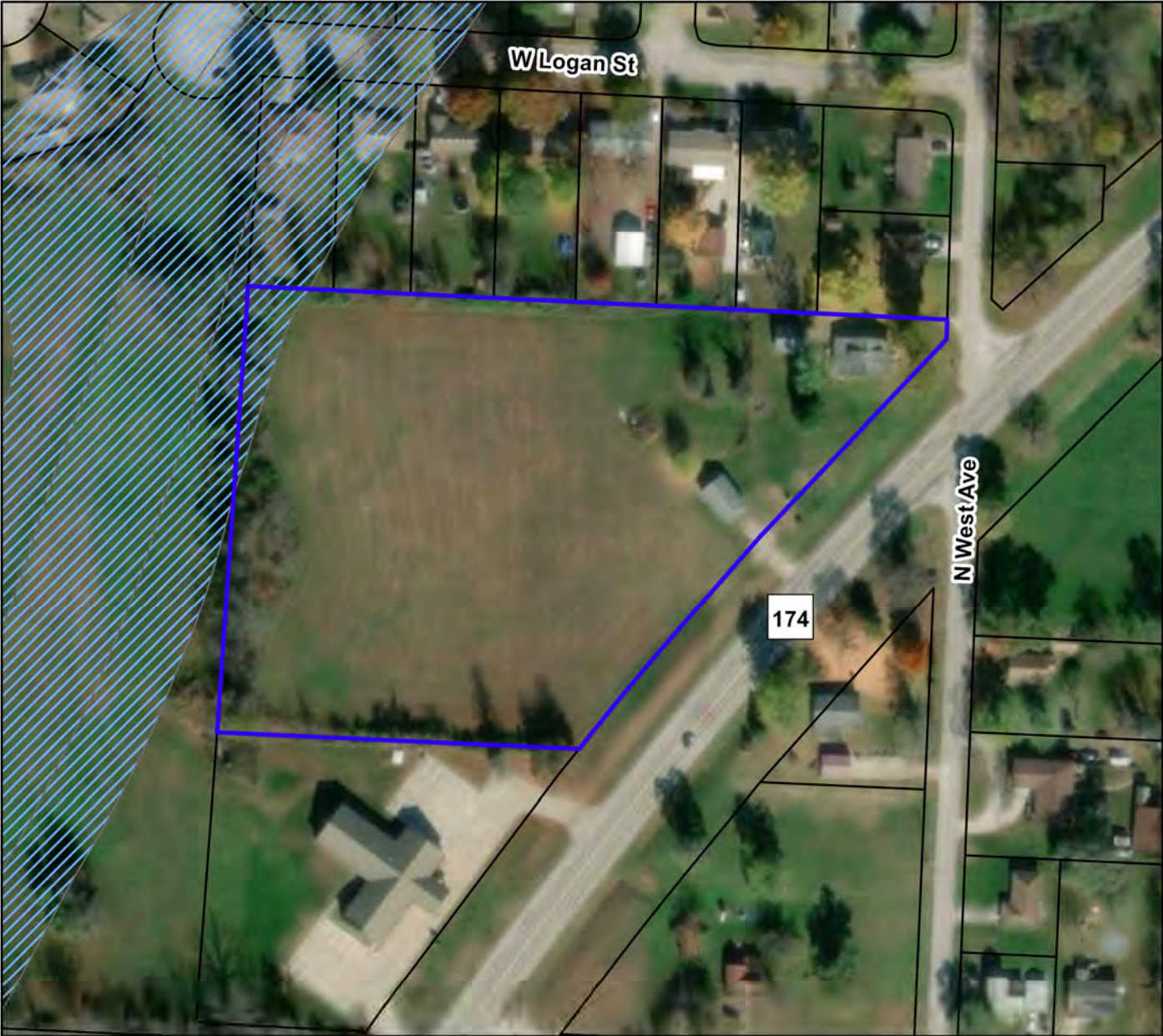
Parcel Owner: Empire District Electric Company
 Parcel Address: 503 North West Avenue
 Area: 4.74 acres
 Existing Zoning: Single Family Medium-Density Residential (R1-M)
 Requested Zoning: General Commercial (C-3)



REZN 21-012: Liberty Electric

Item 10.

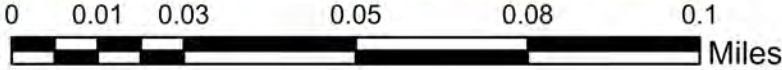
Vicinity Map



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

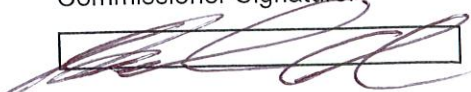
Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- 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: 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:

- 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: Commissioner Signature: Date:

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:

Darran Campbell

Commissioner Signature:

Darran Campbell

Date:

9-13-21

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:

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

Commissioner Name: Commissioner Signature: Date:

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: September 21, 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
11F90D87116B4F4...

Final Passage and Vote: _____

BEFORE THE MISSOURI DEPARTMENT OF NATURAL RESOURCES

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

ABATEMENT ORDER ON CONSENT

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

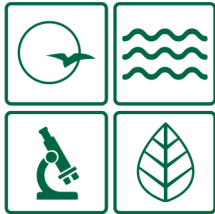
Agreed to and Ordered on this _____ day of _____, 2021

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.



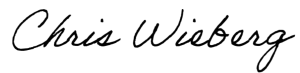
Republic WWTP
Page 2

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-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.

Submitted By: Chris Tabor, Principal Planner

Date: September 21, 2021

Issue Statement

Hamilton Contracting Inc has requested review and approval of a Preliminary Plat of Ashford Place, a subdivision of approximately nine point three two (9.32) acres, consisting of forty-two (42) residential lots zoned Zero Lot Line Residential (R1-Z), streets, and infrastructure.

Conformity with Preliminary Plat Review Criteria: Preliminary Plats are reviewed for their conformance with the following review criteria to ensure the development, in the proposed location:

- (1) Will not endanger the public health or safety;
- (2) Will not injure the value of adjoining property or abutting property;
- (3) Will be in conformity with the Comprehensive Plan, Transportation Plan, Zoning Code, Water System Master Plan, Wastewater System Facility Plan, or other plans officially adopted by the City Council; and
- (4) Will be in harmony with the area in which it is located

Preliminary Plats are reviewed by the City Planner and the City Engineer in conformance with the requirements of Chapter 410 of Republic's Municipal Code, the Comprehensive Plan, and all applicable City adopted codes and regulations.

Discussion and/or Analysis

The property subject to this Preliminary Plat Application is comprised of approximately nine point three two (9.32) acres of land located at the 924 North Main Street. The property is zoned Zero Lot Line Residential (R1-Z). All previously existing structures have been demolished.

The following paragraphs contain brief analyses of the application's conformity with the Preliminary Plat Review Criteria identified above.

Consistency with the Comprehensive Plan

The referenced Preliminary Plat contains (42) Zero Lot Line Residential (R-1Z) lots with a minimum required lot size of (5,000) square feet and consists of streets, open space, utility easements, and detention areas. The Preliminary Plat of Ashford Place contains lots with an average size of 7,279.9 square feet a density of 4.51 lots/acre.

Transportation Plan

The Preliminary Plat proposes two new Local Street connections: Kloe Street and a small continuation of Hampton Avenue. The remainder of Hampton, connecting the two sections, would be completed as future development progresses. New public streets will be dedicated to the City during the Final Platting Process; deficient Right-of-Way (ROW) along North Main Street will be dedicated to the City during the Final Platting Process.

A Traffic Impact Study (TIS) was not required of the Applicant.

Water and Wastewater Master Plan

The referenced parcel is not currently connected to municipal utilities, development of the property will require connection to the City's water and sanitary sewer systems. Development will require an extension of the existing eight (8) inch water main along the east side of Main Street from Sweeney Elementary to the northern edge of the new subdivision. The looping of the water system, as typically required in subdivisions, is not feasible here and, therefore, is not being required. However, the final system must provide a flow of at least 1,000 gallons per minute (gpm) to meet minimum requirements for adequate home use. Fire regulations will require either that hydrants serving the property meet a flow of 1,500 gpm or that houses served by inadequate hydrants be sprinkled.

Wastewater will gravity-feed north from the east property line through and an eight (8) in main to the Evergreen Lift Station and then on to the Wastewater Treatment Plant.

Both the water and sewer system currently have the capacity to serve the potential development.

Zoning Code

The Preliminary Plat of Ashford Place has been platted for the construction of forty-two lots total (forty lots for construction of new residential units and two lots designated as community space) and associated infrastructure, including public streets and sidewalks, public water and sanitary sewer mains, and stormwater detention.

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

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

Stormwater: The Preliminary Plat contains a Stormwater Detention Area between lots 33 and 34, designed to control the release of stormwater attributable from the development. The Plat contains a



conceptual layout of the Detention Area; the area will be designed to mitigate existing conditions to reduce the amount of post-development flows to less than pre-development flows. The Stormwater Detention Area's outflow will flow onto adjacent property to the north of the property; a Stormwater Report will be reviewed by the TRT during Infrastructure Design review. The Stormwater Detention Area and all open space/common area will be maintained by a Homeowner's Association.

Infrastructure Design: The design of the streets, sidewalks, water and sanitary sewer systems, and stormwater detention will be reviewed and permitted during the Infrastructure Permitting Process.

Recommended Action

Staff considers the **proposed Preliminary Plat in general conformity with the requirements for Preliminary Plats and is recommending approval of the application.**

RESOLUTION NO. 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**

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 Planning and Zoning Commission and the City Council have adopted Subdivision Regulations governing the subdivision of land within the City; and

WHEREAS, the Planning and Zoning Commission and City Council have passed a Resolution adopting a Comprehensive Land Use Plan for the City; and

WHEREAS, the Planning and Zoning Commission and City Council have passed a Resolution adopting a Transportation Plan; and

WHEREAS, the Preliminary Plat for the Ashford Place residential subdivision consisting of approximately 9.32 acres and located at 924 North Main Street meets the requirements of the Ordinances of the City of Republic, the Subdivision Regulations, conforms to the Land Use Plan, and the Transportation Plan of the City; and

WHEREAS, the Planning and Zoning Commission, by a vote of 5 Ayes to 0 Nays, recommended the approval of the aforementioned Preliminary Plat to the City Council at its regular meeting on September 13, 2021.

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

Section 1. The Preliminary Plat for the Ashford Place residential subdivision, attached hereto as Exhibit A, shall serve as the guide to the development of the subdivision.

Section 2. The Preliminary Plat substantially conforms with Chapter 410 of the City of Republic’s Municipal Code of Ordinances.

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

Section 4. This Resolution shall become effective on and after the date of passage and approval as provided by law.

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

Matt Russell, Mayor

RESOLUTION NO. 21-R-42

Attest:

Laura Burbridge, City Clerk

DocuSigned by:
Damon Phillips
11E90D87116B4E4...

9/15/2021

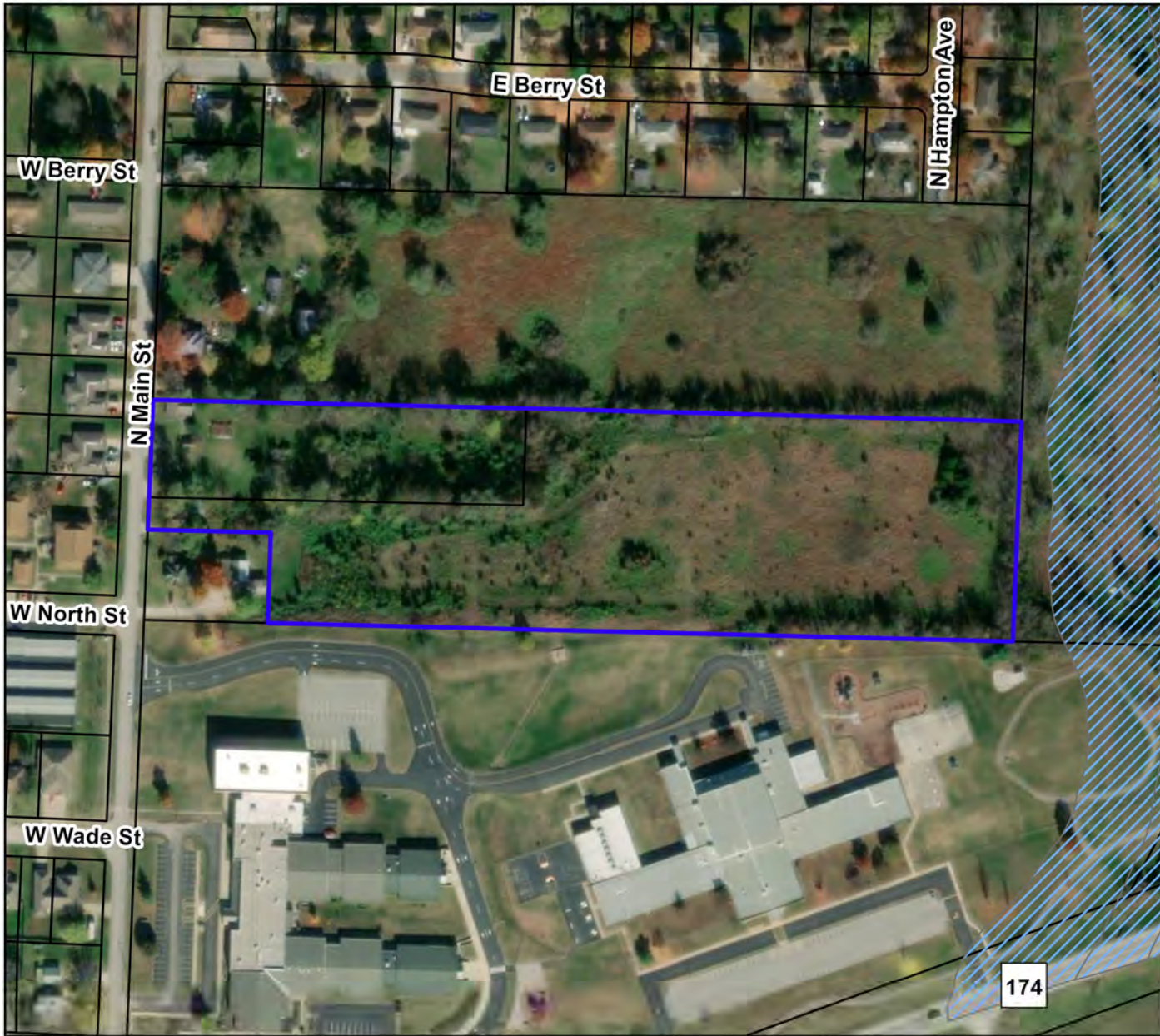
Approved as to Form: _____, City Attorney

Final Passage and Vote: _____

SUBD-PRE 21-005: Ashford Place

Item 12.

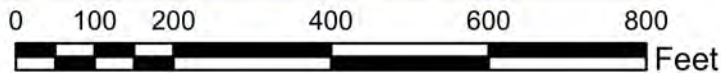
Vicinity Map



Legend

-  AshfordPlace
-  Parcels
-  Sinkhole
-  Floodplain

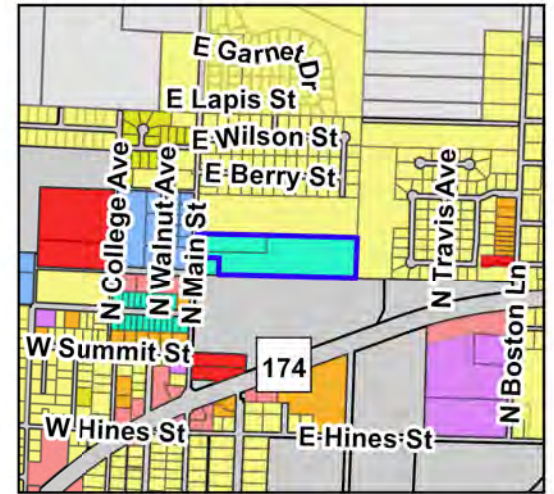
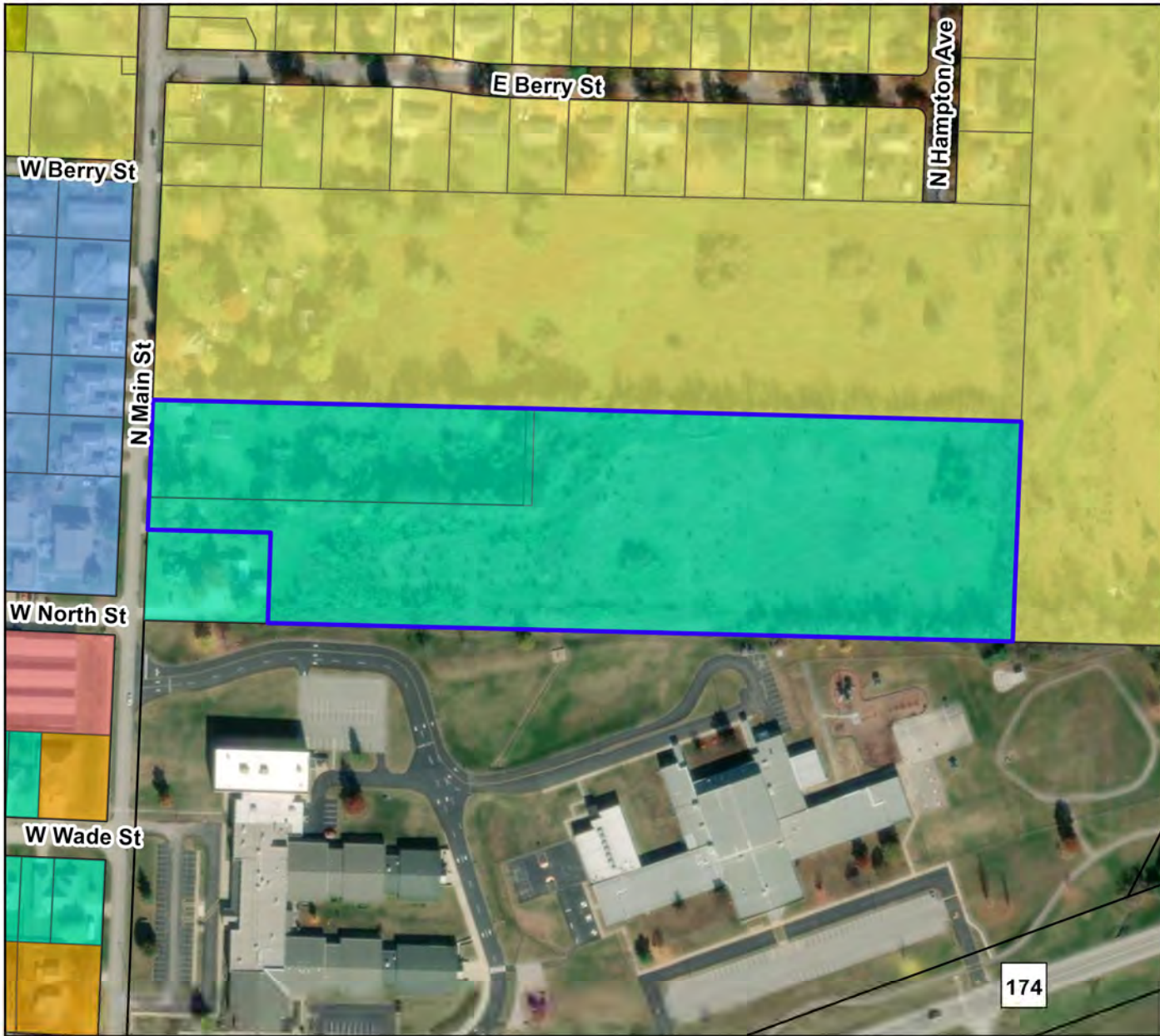
Parcel Owner: Hamilton Contracting Inc
Parcel Address: 924 North Main Street
Area: 9.32 acres
Zoning: Zero Lot Line Residential (R1-Z)
Number of Proposed Lots: 42
Avg. Lot Size: 0.17 acres
Density: 4.51 Lots/Acre



SUBD-PRE 21-005: Ashford Place

Item 12.

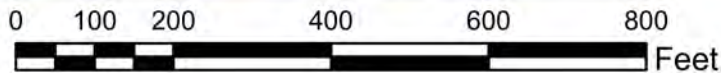
Zoning Map



Legend

- AshfordPlace
 - 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: Hamilton Contracting Inc
 Parcel Address: 924 North Main Street
 Area: 9.32 acres
 Zoning: Zero Lot Line Residential (R1-Z)
 Number of Proposed Lots: 42
 Avg. Lot Size: 0.17 acres
 Density: 4.51 Lots/Acre



UTILITIES

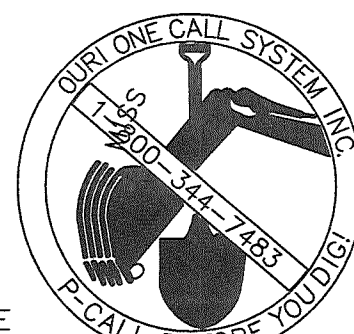
SANITARY SEWER AND WATER SERVICES
CITY OF REPUBLIC, GREENE CO., MO.
221 N. MAIN
REPUBLIC, MISSOURI 65732
(417) 732-3400

MISSOURI - GAS ENERGY
REPUBLIC, MISSOURI 65732
1-800-446-7409

EMPIRE ELECTRIC DISTRICT 703
W. OLIVE ST., AURORA, MO.
(417) 678-2108

TELEPHONE SERVICE TO BE PROVIDED BY
SBC 1010 PINE
ST. LOUIS MISSOURI 63101
(800) 464-7928

GRID NORTH
MISSOURI STATE PLANE
CENTRAL ZONE
NAD83 2011
SCALE
FACTOR=0.9999722



CAUTION:

INFORMATION ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.

GENERAL NOTES:

- 1.) THERE SHALL BE A 25 FOOT BUILDING SETBACKS ON LOT FRONTS AND SIDE YARDS ADJACENT TO MAIN STREET AND 15 FOOT SIDE YARD SETBACK ON HAMPTON AVENUE.
- 2.) THERE SHALL BE A 25 FOOT REAR YARD SETBACK ON ALL LOTS.
- 3.) THERE SHALL BE A 10 FOOT SIDE YARD SETBACK OPPOSITE ZERO-LOT LINE, UNLESS OTHERWISE NOTED. SEE NOTE 2. ABOVE.
- 4.) THERE SHALL BE A 10 FOOT UTILITY EASEMENT ALONG THE FRONT AND REAR OF ALL LOTS.
- 5.) PERMANENT AND TEMPORARY EASEMENTS SHALL BE PROVIDED FOR OFFSITE UTILITIES.
- 6.) ALL SIDEWALKS WILL BE 5 FOOT WIDE.
- 7.) EXISTING STRUCTURES TO BE REMOVED VIA DEMOLITION PERMIT DURING INFRASTRUCTURE PERMITTING PHASE.
- 8.) EXISTING RIGHT-OF-WAY VARIES. ADDITIONAL RIGHT-OF-WAY BEING DEDICATED IS SHOWN AT 45' FROM EXISTING CENTERLINE.
- 9.) BUFFER YARD ADJOINING R-1M ZONING REQUIRES TYPE "A" BUFFER WHICH MUST BE OPAQUE FROM THE GROUND TO A HEIGHT OF AT LEAST 6 FEET, WITH INTERMITTENT VISUAL OBSTRUCTIONS TO A HEIGHT OF AT LEAST 12 FEET. SEE ZONING REGULATIONS 405.810
- 10.) THE DETENTION AREA SHALL BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION.

NOTE: Building setback lines illustrate current zoning requirements and are shown for informational purposes only. The zoning code in effect at the time of building permit applications shall supersede all building setback line/distance illustrated hereon.

PRELIMINARY PLAT
OF
ASHFORD PLACE

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

OWNER/DEVELOPER

HAMILTON CONTRACTING, INC.
3556 S CULPEPPER STE. 4
SPRINGFIELD, MO 65804
PHONE: (417) 883-7887

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	77.63	50.00	88°57'13"	N46°57'52"E	70.06
C2	8.72	15.00	33°18'24"	N71°54'19"W	8.60
C3	10.69	50.00	12°14'44"	S61°22'29"E	10.67
C4	52.79	50.00	60°29'22"	N82°15'28"E	50.37
C5	72.28	50.00	82°49'55"	N10°35'49"E	66.15
C6	8.72	15.00	33°18'24"	S14°09'56"E	8.60
C7	17.47	15.00	66°43'57"	N35°51'14"E	16.50
C8	38.84	50.00	44°30'40"	N48°57'52"E	37.87
C9	14.51	15.00	55°24'26"	N52°24'45"E	13.95
C10	2.96	15.00	11°19'30"	N85°46'44"E	2.96

LEGEND

- = EXISTING IRON PIN EXCEPT AS NOTED
- = 5/8" IRON PIN SET CAPPED "LS-2670"
- = STONE
- = POWER POLE
- ▲ = ANCHOR
- = LIGHT POLE
- = GAS METER
- = GAS VALVE
- = WATER METER
- = WATER VALVE
- = FIRE HYDRANT
- = SEWER MANHOLE
- = SAN. SEWER LINE
- = PROPOSED SAN. SEWER LINE
- = GAS LINE
- = PROPOSED GAS LINE
- = WATER LINE
- = PROPOSED WATER LINE
- = OVERHEAD ELECTRIC LINE
- = PROPOSED UNDERGROUND ELECTRIC
- = TELEPHONE LINE
- = WIRE FENCE
- = ASPHALT
- = CONCRETE
- = GRAVEL
- = FLOOD ZONE A
- = ADDITIONAL R/W
- (M) = MEASURED
- (R) = RECORDED

LOCATION MAP

SECTION 17
TOWNSHIP 28 RANGE 23
APPROX. SCALE: 1"=2000'

STATE PLANE COORDINATE (LISTED IN METERS)

Δ	Northing	Eastng
1	144366.700	412927.383
2	144366.314	412942.863
3	144364.183	412942.769
4	144354.788	413319.856
5	144253.672	413315.467
6	144262.177	412978.590
7	144303.884	412980.352
8	144305.283	412924.755
E-344	144077.655	414416.280
GR-84	145228.596	412953.881

Area Table

Lot #	Sq. Ft.	Acres	Lot #	Sq. Ft.	Acres
1	6,665	0.15	22	5,988	0.14
2	6,505	0.15	23	6,171	0.14
3	6,265	0.14	24	5,821	0.13
4	6,265	0.14	25	7,091	0.16
5	6,266	0.14	26	6,629	0.15
6	6,266	0.14	27	6,629	0.15
7	11,231	0.26	28	6,882	0.16
8	6,643	0.15	29	6,881	0.16
9	6,506	0.15	30	6,627	0.15
10	6,506	0.15	31	6,627	0.15
11	6,507	0.15	32	6,880	0.16
12	6,507	0.15	33	6,879	0.16
13	6,507	0.15	34	6,623	0.15
14	6,507	0.15	35	6,622	0.15
15	6,507	0.15	36	6,875	0.16
16	6,508	0.15	37	6,875	0.16
17	6,508	0.15	38	6,621	0.15
18	6,508	0.15	39	6,620	0.15
19	6,629	0.15	40	6,873	0.16
20	15,310	0.35	41	6,872	0.16
21	16,536	0.38	42	13,021	0.30

PROPERTY DESCRIPTION

BOOK 2019 PAGE 33088-19
TRACT ONE (1) COMMENCING 145 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTH HALF (S1/2) OF THE SOUTH HALF (S1/2) OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION SEVENTEEN (17), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23); THENCE EAST 600 FEET; THENCE NORTH 145 FEET; THENCE WEST 390 FEET; THENCE SOUTH 68 FEET; THENCE WEST 210 FEET; THENCE SOUTH 77 FEET TO THE BEGINNING. ALSO BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH QUARTER (S1/4) OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4), SECTION SEVENTEEN (17), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23); THENCE EAST 210 FEET; THENCE SOUTH 68 FEET; THENCE WEST 210 FEET; THENCE NORTH 68 FEET ALL IN GREENE COUNTY, MISSOURI.

ALSO:

A STRIP OF LAND IN THE NORTH HALF (N1/2) OF THE SOUTH HALF (S1/2) OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION SEVENTEEN (17), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23) WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTH ONE-HALF (N1/2) OF THE SOUTH ONE-HALF (S1/2) OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4); THENCE NORTH 89°31'32" EAST 97.00 FEET ALONG THE SOUTH LINE OF SAME; THENCE NORTH 00°37'48" EAST 7.00 FEET; THENCE SOUTH 89°31'32" WEST 97.00 FEET; THENCE SOUTH 00°37'48" WEST 7.00 FEET TO THE POINT OF BEGINNING.

TRACT II:

ALL OF TRACT TWO (2) OF THE MINOR SUBDIVISION FOR ROBERT MARK TROUT AND JULIE A. TROUT IN THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF, FILED IN PLAT BOOK ZZ AT PAGE 291.

SUBJECT TO ANY EASEMENTS OF RECORD, EXCEPT ANY PART THEREOF TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.

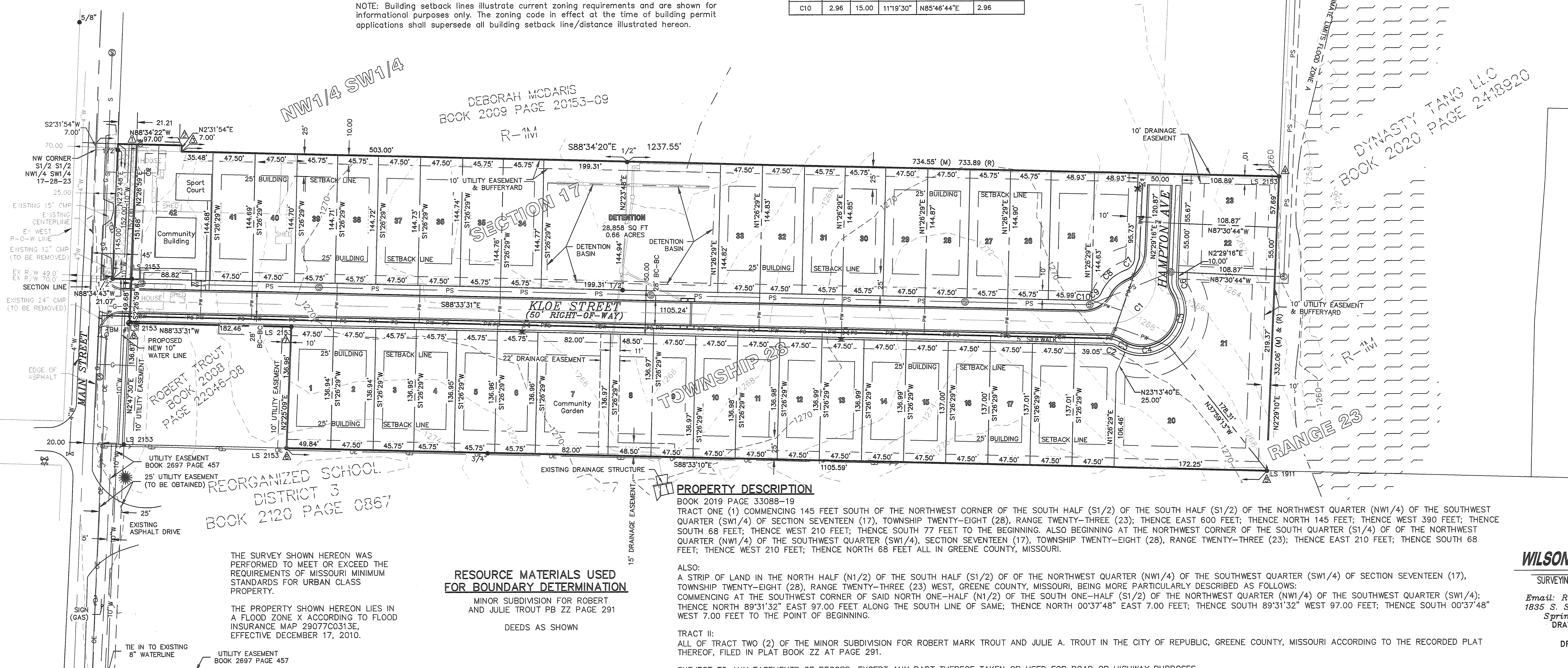
RESOURCE MATERIALS USED FOR BOUNDARY DETERMINATION

MINOR SUBDIVISION FOR ROBERT AND JULIE TROUT PB ZZ PAGE 291
DEEDS AS SHOWN

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

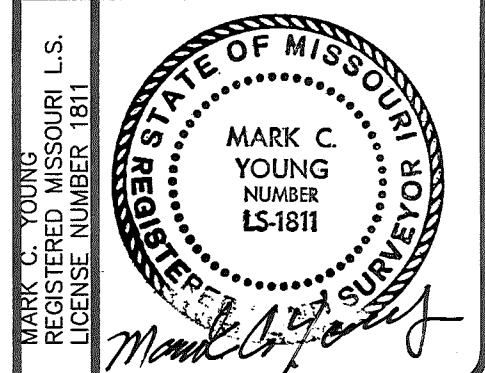
THE PROPERTY SHOWN HEREON LIES IN A FLOOD ZONE X ACCORDING TO FLOOD INSURANCE MAP 29077C0313E, EFFECTIVE DECEMBER 17, 2010.

UTILITY EASEMENT BOOK 2697 PAGE 457



PREPARED BY
WILSON SURVEYING CO., INC.

SURVEYING/ENGINEERING/LAND PLANNING
(417) 522-7870
Email: Rick.Wilson@wilsonsurveying.com
1835 S. STEWART AVENUE SUITE 124
Springfield, Missouri 65804
DRAWING NO.: WD-105-901
JOB NO.: 19117
DRAWN BY: APW & CLD
DATE: JULY 21, 2021
SHEET 1 OF 1



August 12, 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:

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

Commissioner Name:
Commissioner Signature:
Date:

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:

*Arterial appropriate for Commercial Development
Water/Transportation can manage added flow
Staff recommends approval*

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:

Time:

Type of Application:

09/13/2021

6:00PM

Other

Name of Applicant:

Location:

Hamilton Contracting, Inc

924 N Main St

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:

- Looping of water is not feasible
- No traffic study due to it not being required previously

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

Approval Denial

Commissioner Name:

Commissioner Signature:

Date:

CYNTHIA HYDER

C. Hyder

9/13/2021

Findings of Fact

Date of Hearing:

09/13/2021

Time:

6:00PM

Type of Application:

Other

Name of Applicant:

Hamilton Contracting, Inc

Location:

924 N Main St

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:

Chris explained why the water couldn't loop.

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: 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:

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

Commissioner Name: Commissioner Signature: Date: