



AGENDA

City Council Regular Session
Municipal Court Building, 540 Civic Blvd
July 16, 2024 at 6:00 PM

Eric Franklin, Mayor
Eric Gerke, Ward I
Garry Wilson, Ward II
Christopher Updike, Ward III
Justin Neal, Ward IV

Justin Shaw, Ward I
Darran Campbell, Ward II
Brian Fields, Ward III
Daniel Harter, Ward IV

Call Meeting to Order

Opening Prayer

Pledge of Allegiance

Mayor's Announcements

1. Appoint Brian Fields as Council Liaison to the Planning and Zoning Commission for a one year term. Appoint Rusty MacLachlan, Matt Pearce, and Lyndel Link to the Enhanced Enterprise Zone Board for a four year term.

Proclamation

2. Captain Lynn Morgan's Retirement.

Citizen Participation

Consent Agenda

3. Approve the June 18, 2024 City Council Meeting Minutes.
4. Approve the June 18, 2024 City Council Workshop Minutes.
5. Approve the July 9, 2024 City Council Workshop Minutes.
6. Approve the Vendor List.
7. As per RSMo. 109.230(4), City records that are on file in the City Clerk's office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's office.

Board, Commission, and Committee Schedule

Board of Adjustment Meeting	August 1, 2024
Planning & Zoning Meeting	August 12, 2024
City Council Meeting	August 20, 2024
City Council Meeting	August 27, 2024

Old Business and Tabled Items-None

New Business (First Reading of Ordinances)

8. 24-43 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 1.18 Acres of Real Property Located at 1548 East Hamilton Street, from a Spilt Zoning Classification of Multi-Family Residential (R-3), Local Commercial (C-1), and General Commercial (C-2) to a Single Zoning Classification of Local Commercial (C-1).
9. 24-44 An Ordinance of the City Council Vacating Approximately Seven Hundred Thirty Eight Square Feet of Drainage Easement Owned by the City of Republic (VACA 24-001).

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

[10.24-45](#) An Ordinance of the City Council Authorizing the City Administrator to Execute a Mutual Aid Agreement with the Missouri Public Utility Alliance.

New Business (Second Reading of Ordinances)

[11.24-44](#) An Ordinance of the City Council Vacating Approximately Seven Hundred Thirty Eight Square Feet of Drainage Easement Owned by the City of Republic (VACA 24-001).

[12.24-45](#) An Ordinance of the City Council Authorizing the City Administrator to Execute a Mutual Aid Agreement with the Missouri Public Utility Alliance.

Other Business (Resolutions)

[13.24-R-31](#) A Resolution of the City Council Authorizing the City Administrator to Negotiate and Execute an Agreement with Cherry Bekaert, LLP for the Provision of Enterprise Resource Planning (ERP) Consulting Services as Part of the City's Initiative Known as Project Genesis.

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 610.021.12 Documents related to a negotiated contract until a contract is executed, or all proposals are rejected. Closed Session. Closed Vote. Closed Record.
2. RSMo 610.021.13 Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants or employment. Closed Session. Closed Vote. Closed Record.

Adjournment



CERTIFICATE OF APPOINTMENT

to

Planning and Zoning Commission-Council Liaison

Brian Fields

By The Republic City Council

Date of Appointment

July 16, 2024-July 15, 2025

Eric Frankin

Mayor



CERTIFICATE OF APPOINTMENT

to

Enhanced Enterprise Zone Board

Rusty MacLachlan

By The Republic City Council

Date of Appointment

July 16, 2024-July 15, 2028

Eric Frankin

Mayor



CERTIFICATE OF APPOINTMENT

to

Enhanced Enterprise Zone Board

Lyndel Link

By The Republic City Council

Date of Appointment

July 16, 2024-July 15, 2028

Eric Frankin

Mayor



CERTIFICATE OF APPOINTMENT

to

Enhanced Enterprise Zone Board

Matt Pearce

By The Republic City Council

Date of Appointment

July 16, 2024-July 15, 2028

Eric Frankin

Mayor



PROCLAMATION

Captain Lynn Morgan's Retirement

WHEREAS, Captain Lynn Morgan has dedicated over 21 years of full-time service to the city and 16 years of service as a volunteer firefighter to the city for a total of over 37 years; and

WHEREAS, Captain Lynn Morgan has been recognized six times by the City of Republic for Life Saves and was awarded as Fire Department Instructor of the Year; and

WHEREAS, Captain Morgan has excelled in his ability as a regional fire service instructor with recognition by the University of Missouri Fire & Rescue Training Institute for a Highest Single Course Instructor Performance rating four years, Highest Multiple Course Instructor Performance rating seven years, and was awarded the Fireball Award for going above and beyond the call of duty in 2020; and

WHEREAS, the City of Republic recognizes the hard work and dedication provided by Captain Lynn Morgan.

NOW, THEREFORE, I, Eric Franklin, Mayor of the City of Republic, Missouri, hereby extend personal congratulations and best wishes for many happy years.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the City of Republic, this 28th day of June, A.D. 2024.

Eric Franklin, Mayor



MINUTES

City Council Meeting
Municipal Court Building, 540 Civic Blvd
June 18, 2024 at 6:00 PM

Eric Franklin, Mayor
Eric Gerke, Ward I
Garry Wilson, Ward II
Christopher Updike, Ward III
Justin Neal, Ward IV

Justin Shaw, Ward I
Darran Campbell, Ward II
Brian Fields, Ward III
Daniel Harter, 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 Eric Franklin at 6:00 p.m. Council Members present included Justin Shaw, Garry Wilson, Brian Fields, Justin Neal, Eric Gerke, Darran Campbell, Chris Updike, and Daniel Harter. Others in attendance were: Chief of Staff Lisa Addington, City Attorney Megan McCullough, Deputy Fire Chief Lynn Hollandworth, Engineer Angel Falig, Police Chief Brian Sells, City Clerk Laura Burbridge, Finance Director Bob Ford, Recreation Superintendent Garrett Cline, Principal Planner Chris Tabor, Planning Manager Karen Haynes, and IT Director Chris Crosby.

Opening Prayer

Opening prayer was led by Mayor Eric Franklin.

Pledge of Allegiance

The Pledge of Allegiance was led by Mayor Eric Franklin.

Citizen Participation

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

Consent Agenda

Motion was made by Council Member Shaw and seconded by Council Member Wilson to approve the consent agenda. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried.

1. Approve the June 4, 2024 City Council Minutes.
2. Approve the June 5, 2024 City Council Workshop Minutes.
3. Approve the Vendor List.

Board, Commission, and Committee Schedule

Planning & Zoning Meeting	July 8, 2024
Board of Adjustment Meeting	July 11, 2024
City Council Meeting	July 16, 2024
Board of Adjustment Meeting	August 1, 2024

Old Business and Tabled Items-None

New Business (Emergency Ordinances)

4. **24-39 An Ordinance of the City Council Authorizing the Issuance of a Not to Exceed \$50,000,000 Principal Amount Special Obligation Bond (State of Missouri – Direct Loan Program) Series 2024; Prescribing the Form and Details of the Bond; and Authorizing Certain Other Actions and Documents in Connection Therewith.**

Motion was made by Council Member Harter and seconded by Council Member Updike to have the first reading of Bill 24-39 by title only. The vote was 8 Aye-Campbell, Fields, Gerke, Harter,

Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Bob Ford gave an overview of the bill. Mayor Franklin announced the bill has been classified as an emergency ordinance pursuant to 3.10 (g) of the Charter in order to secure pricing by closing within the required timeframe. Council Member Updike motioned for the passage of Bill 24-39. Council Member Campbell seconded. A roll call vote was taken digitally. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried.

New Business (First Reading of Ordinances)

5. **24-40 An Ordinance of the City Council Approving the Final Plat of The Hills of Olde Savannah First Addition.**

Motion was made by Council Member Wilson and seconded by Council Member Fields to have the first reading of Bill 24-40 by title only. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor gave an overview of the bill. Mayor Franklin announced that pursuant to 3.10 (f) of the Charter, staff has requested the second reading of this ordinance during tonight's meeting. Council Member Campbell motioned to hold the second reading during tonight's meeting. Council Member Updike seconded. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried.

6. **24-41 An Ordinance of the City Council Approving the Final Plat of Oakwood Heights Second Addition.**

Motion was made by Council Member Shaw and seconded by Council Member Fields to have the first reading of Bill 24-41 by title only. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor gave an overview of the bill. Mayor Franklin announced that pursuant to 3.10 (f) of the Charter, Staff has requested the second reading of this ordinance during tonight's meeting. Council Member Updike motioned to hold the second reading during tonight's meeting. Council Member Fields seconded. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried.

7. **24-42 An Ordinance of the City Council Approving the Final Plat of Oak Hills Residential Subdivision Phase Three.**

Motion was made by Council Member Updike and seconded by Council Member Campbell to have the first reading of Bill 24-42 by title only. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor gave an overview of the bill. Mayor Franklin announced that pursuant to 3.10 (f) of the Charter, Staff has requested the second reading of this ordinance during tonight's meeting. Council Member Fields motioned to hold the second reading during tonight's meeting. Council Member Updike seconded. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried.

New Business (Second Reading of Ordinances)

8. **24-40 An Ordinance of the City Council Approving the Final Plat of The Hills of Olde Savannah First Addition.**

Motion was made by Council Member Fields and seconded by Council Member Shaw to have the second reading of Bill 24-40 by title only. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor was available for questions of Council. Council Member Fields motioned for the passage of Bill 24-40. Council Member

Updike seconded. A roll call vote was taken digitally. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried.

9. 24-41 An Ordinance of the City Council Approving the Final Plat of Oakwood Heights Second Addition.

Motion was made by Council Member Updike and seconded by Council Member Fields to have the second reading of Bill 24-41 by title only. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor was available for questions of Council. Council Member Wilson motioned for the passage of Bill 24-41. Council Member Campbell seconded. A roll call vote was taken digitally. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried.

10.24-42 An Ordinance of the City Council Approving the Final Plat of Oak Hills Residential Subdivision Phase Three.

Motion was made by Council Member Harter and seconded by Council Member Shaw to have the second reading of Bill 24-42 by title only. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor was available for questions of Council. Council Member Harter motioned for the passage of Bill 24-42. Council Member Wilson seconded. A roll call vote was taken digitally. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried.

Other Business (Resolutions)-None

Reports from Staff

Chief of Staff Lisa Addington wished City Administrator David Cameron a well-deserved rest. Ms. Addington thanked Bob Ford for his great work tonight. Ms. Addington announced that the Missouri Department of Natural Resources and the Environmental Protection Agency have now made a phosphorus level determination and officially adopted 1 ppm as the requirement. This is a big change but we took it into account when planning for the Wastewater Treatment Plant updates.

Chief of Staff Lisa Addington announced the tennis/pickleball courts and the new restrooms at Miller Park will be open to the public on July 1.

Chief of Staff Lisa Addington announced that Kris Parks has accepted the position as the new Parks and Recreation Director with a start date of June 28th. Ms. Addington announced Have A Blast is scheduled for June 28th as well.

Chief of Staff Lisa Addington reported that as permitted by Section 407 of the Employee Handbook, Administration has granted staff Administrative Leave on July 5th. Ms. Addington wished everyone a happy and safe 4th.

Mayor Franklin encouraged everyone to attend Have a Blast. Mayor Franklin thanked staff for the vast amount of information shared during the workshop. Mayor Franklin announced the Planning and Zoning Council Liaison position is up for appointment if anyone is interested. Mayor Franklin also announced there are open seats on Planning and Zoning and the Housing Authority.

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 610.021.2 Real estate acquisition. Closed session. Closed vote. Closed record.

2. RSMo 610.021.13 Individually identifiable personnel records, performance ratings or records pertaining to employees. Closed session. Closed vote. Closed record.

Motion was made by Council Member Updike and seconded by Council Member Fields at 6:33 p.m. to go into Executive Session under RSMo 610.021.2 Real estate acquisition. Closed session. Closed vote. Closed record. and RSMo 610.021.13 Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment. Closed session. Closed vote. Closed record. A roll call vote was taken. The vote was 8 Aye-Shaw, Fields, Wilson, Harter, Updike, Gerke, Campbell, and Neal. 0 Nay. Motion carried.

Motion was made by Council Member Wilson and seconded by Council Member Harter to adjourn the Executive Session Meeting at 7:05 p.m. A roll call vote was taken. The vote was 8 Aye – Gerke, Fields, Neal, Updike, Shaw, Wilson, Harter, and Campbell. 0 Nay. Motion carried.

ATTEST:

Laura Burbridge, City Clerk

Eric Franklin, Mayor

DRAFT



MINUTES

City Council Workshop
Municipal Court Building, 540 Civic Blvd
June 18, 2024 at 5:00 PM

- Eric Franklin, Mayor**
- Eric Gerke, Ward I
- Garry Wilson, Ward II
- Christopher Updike, Ward III
- Justin Neal, Ward IV
- Justin Shaw, Ward I
- Darran Campbell, Ward II
- Brian Fields, Ward III
- Daniel Harter, Ward IV

Call Meeting to Order

The work session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Eric Franklin at 5:00 p.m. Council Members present included Justin Shaw, Garry Wilson, Brian Fields, Justin Neal, Eric Gerke, Darran Campbell, Chris Updike, and Daniel Harter. Others in attendance were: Chief of Staff Lisa Addington, City Attorney Megan McCullough, Police Chief Brian Sells, City Clerk Laura Burbridge, Finance Director Bob Ford, Recreation Superintendent Garrett Cline, Principal Planner Chris Tabor, Planning Manager Karen Haynes, and IT Director Chris Crosby.

Project Genesis

Bob Ford presented to Council the redesign of the city's Enterprise Resource Planning System and the issues and solutions we need to address in the changes.

Project Exodus

Bob Ford presented to Council the facility needs of the city.

Adjournment

Mayor Franklin adjourned the meeting at 5:51 p.m.

ATTEST:

Laura Burbridge, City Clerk

Eric Franklin, Mayor



MINUTES

City Council Workshop
BUILDS Building, 4221 Wilson's Creek Blvd
July 09, 2024 at 11:00 AM

- Eric Franklin, Mayor**
- Eric Gerke, Ward I
- Garry Wilson, Ward II
- Christopher Updike, Ward III
- Justin Neal, Ward IV
- Justin Shaw, Ward I
- Darran Campbell, Ward II
- Brian Fields, Ward III
- Daniel Harter, Ward IV

Call Meeting to Order

The work session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Planning Manger Karen Haynes at 11:04 a.m. Council Members present included Justin Shaw, Garry Wilson, Brian Fields, Justin Neal, Daniel Harter, and Mayor Eric Franklin. Others in attendance were: Chief of Staff Lisa Addington, City Attorney Megan McCullough, Police Chief Brian Sells, City Clerk Laura Burbridge, Finance Director Bob Ford, Recreation Superintendent Garrett Cline, Principal Planner Chris Tabor, Associate Planner Patrick Ruiz, Planning Manager Karen Haynes, Parks and Recreation Director Kris Parks, BUILDS Associate Jordan Furnas, Fire Chief Duane Compton, and IT Director Chris Crosby.

Rezoning and Finding of Facts 101

Karen Haynes, Chris Tabor, and Patrick Ruiz presented information regarding zoning statute, municipal code, zoning classifications, and information on the city's comprehensive plan.

Adjournment

Karen Haynes adjourned the meeting at 1:09 p.m.

ATTEST:

Laura Burbridge, City Clerk

Eric Franklin, Mayor



City of Republic

Item 6.

Vendor Audit Report

For Date Range 06/01/2024 - 06/30/2024

Vendor	Added	Added User	Deleted	Deleted User
08067 - TLG Leasing Inc	05/10/2023	SHERRI WOODS		
251 - BNSF RAILWAY COMPANY				
40022 - Transformed Wraps LLC	06/03/2024	SHERRI WOODS		
40023 - Westport Construction Co	06/03/2024	SHERRI WOODS		
40024 - Danny Young	06/05/2024	SHERRI WOODS		
40025 - POPA Container Group	06/12/2024	SHERRI WOODS		
40026 - Demarte Strong	06/14/2024	SHERRI WOODS		
40027 - Sho Me Tint LLC	06/17/2024	SHERRI WOODS		
40029 - Morgan Zinn	06/20/2024	SHERRI WOODS		
40030 - Missouri Roadside Rescue & Recovery	06/21/2024	SHERRI WOODS		
40031 - Wild West Pool Supplies	06/21/2024	SHERRI WOODS		
40032 - Travis Daniels	06/25/2024	SHERRI WOODS		
40033 - Luby Equipment Svcs	06/26/2024	SHERRI WOODS		
40034 - Brent Thornton	06/26/2024	SHERRI WOODS		

Vendor Count: (14)



Record Destruction Request Form

MISSOURI RETENTION MANUAL CODE	NAME/DATE OF RECORDS TO BE DISPOSED	DATE(S) OF DOCUMENTS	RETENTION TIME NEEDED FOR RECORD
GS 007 Accounts Payable Records	May include: correspondence, reports, invoices, statements, vouchers, purchase orders, refund files, payment authorizations, receipt records, canceled checks or warrants, and similar documents.	2021-2022	Completion of audit
GS 008 Accounts Receivable	May include: Sales tax/Use tax distribution, reports, receipts, invoices, awards, logs, lists, summaries, statements and similar records. Information may include: receipt amount, date, invoice number, name, account number, account balance, adjustment, and similar data.	2021-2022	Completion of Audit
GS 053 Fee Records	Proposed Fee Changes	2021-2022	Completion of audit
GS 006 Subsidiary Ledgers	Journals, Registers, Monthly Ledgers, Accounting Summary Report File, Revenue Sharing, Trial Balance Fund	2019-2022	Completion of Audit
GS 009 Purchasing Records	Purchase Orders Ledger, Purchasing Requests, Requisitions, Authorizations, Material and Cost specifications, Acquisition Orders	2019-2020	3 years plus completion of audit
GS 010 Banking and Investment Records	Account Statements, Deposit books, Deposit and Withdrawal Slips, Cancelled checks, Check Registers, Passbooks, Statements and Receipts for Interest Income; Monthly Statements; Investment Returns; Certificates of Deposit; Treasury Bills	2021-2022	Completion of audit plus 1 year
GS 011 Receipts	Copies of receipts issued by the office to persons paying fees, turning over funds, or for the accounting of petty cash expenses.	2021-2022	Completion of Audit
GS 015 Postal Records	May include: postal meter records, receipts for registered and certified mail, insured mail, special delivery receipts and forms, loss reports, and related items.	2021-2022	1 year
0717 Journal Entries	Journal Entries	2018	5 years
GS004 Budget Preparation Records	Budget preparation documents	2021-2022	Completion of Audit
GS 070 Expense Reimbursement Records	Expense reimbursement requests	2017-2021	Completion of Audit plus 1 year

AGENDA ITEM ANALYSIS

Project/Issue Name: 24-43 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 1.18 Acres of Real Property Located at 1548 East Hamilton Street, from a Spilt Zoning Classification of Multi-Family Residential (R-3), Local Commercial (C-1), and General Commercial (C-2) to a Single Zoning Classification of Local Commercial (C-1).

Submitted By: Patrick Ruiz, BUILDS Department Associate Planner

Date: July 16, 2024

Issue Statement

Wilson Properties, Inc. has applied to change the Zoning Classification of approximately 1.18 acres of property located at 1548 East Hamilton Street from a split-zoned property to Local Commercial (C-1). The property is currently split-zoned between Multi-Family Residential (R-3), Local Commercial (C-1) and General Commercial (C-2).

Discussion and/or Analysis

The property subject to this Rezoning Application consists of approximately 1.18 acres of land located at 1548 East Hamilton Street; the property is currently vacant.

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 Comprehensive Plan

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

- **Goal:** Recognize potential infill sites as opportunities for development, while mitigating impacts to adjacent, established properties.
 - **Objective:** Support the development of vacant parcels as opportunities for densification that is harmonious with surrounding development.

The Rezoning of this parcel is consistent with City's Adopted Plans.

Compatibility with Surrounding Land Uses

The subject property is adjacent to Local Commercial (C-1) zoned parcels to the west and north. To the north and south the property is adjacent to General Commercial (C-2) zoned parcels. It is also adjacent to Multi-Family Residential (R-3) zoned parcels to the east.

The Local Commercial (C-1) Zoning District is intended to permit and establish regulations for retail and service-related businesses with a compatible location adjacent to similar uses.

Such rezoning would be compatible with the surrounding area. The general trend in the vicinity of the subject property consists of highway commercial uses of varying intensities or multi-family residential uses.

Capacity to Serve Potential Development and Land Use

Municipal Water and Sewer Service:

Development of the property will require connecting to existing municipal water and sewer mains located near the property. Both an 8-inch water main and an 8-inch gravity sewer main are located in adjacent properties, or in adjacent right-of-way of, the subject parcel. The sanitary sewer will flow from the site to the McElhaney and Shuyler Creek Lift Stations before it is pumped to the Wastewater Treatment Facility.

The water system, named Lift Station, and Wastewater Treatment Facility currently have capacity to serve the intended use.

Transportation:

The property will have access from the existing private drive that directly funnels into the Secondary Arterial of East Hamilton Street and the Primary Arterial of US Highway 60.

A Traffic Impact Study (TIS) was not required for the Rezoning Application. As a substantial portion of the subject property is already zoned Local Commercial (C-1), the waiving of the TIS is in line with City policy.

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

Sinkholes: The subject property **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 APPROVING AMENDMENT OF THE ZONING CLASSIFICATION OF APPROXIMATELY 1.18 ACRES OF REAL PROPERTY LOCATED AT 1548 EAST HAMILTON STREET, FROM A SPLIT ZONING CLASSIFICATION OF MULTI-FAMILY RESIDENTIAL (R-3), LOCAL COMMERCIAL (C-1) AND GENERAL COMMERCIAL (C-2) TO A SINGLE ZONING CLASSIFICATION OF LOCAL COMMERCIAL (C-1)

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, Wilson Properties, Inc. (“Applicant”) submitted an application (“Application”) to the City’s BUILDS Department for an amendment to the Zoning Code and Official Zoning Map to rezone certain real property consisting of approximately 1.18 acres located at 1548 E. Hamilton Street (the “Property”), from its current split zoning classification of Multi-Family Residential (R-3), Local Commercial (C-1) and General Commercial (C-2) to a single zoning classification of Local Commercial (C-1); and

WHEREAS, the City submitted the Application to the Planning and Zoning Commission (“PZ Commission”) and set a public hearing on the application for July 8, 2024; and

WHEREAS, on June 18, 2024, pursuant to Republic Municipal Code § 405.980, the City published notice of the time and date for the public hearing on the Application in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the public hearing; and

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

WHEREAS, the PZ Commission conducted the public hearing on July 8, 2024, at which all interested persons and entities were afforded the opportunity to present evidence or statement, and after which the PZ Commission rendered written findings of fact and submitted those along with its recommendations to the Council; and

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

WHEREAS, the Application was submitted to the City Council for first read at its regular meeting on July 16, 2024, and for second read at its regular meeting on August 20, 2024, after which the Council voted to approve the Application 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 to reflect the rezoning of the real property consisting of approximately 1.18 acres located at 1548 E. Hamilton Street in Republic, Missouri, more fully described in the legal description herein below, from the split zoning classification of Multi-Family Residential (R-3), Local Commercial (C-1) and General Commercial (C-2) to a single zoning classification of Local Commercial (C-1):

ALL OF LOT NINE (9), IN REPUBLIC COMMONS PHASE I, REPUBLIC, GREENE COUNTY, MISSOURI.

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 above are specifically incorporated herein by reference.

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

Owner/Applicant
Wilson Properties, Inc.

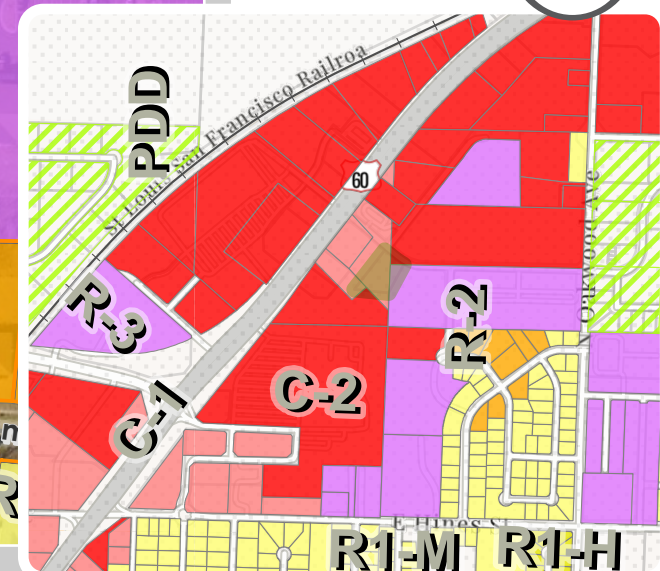
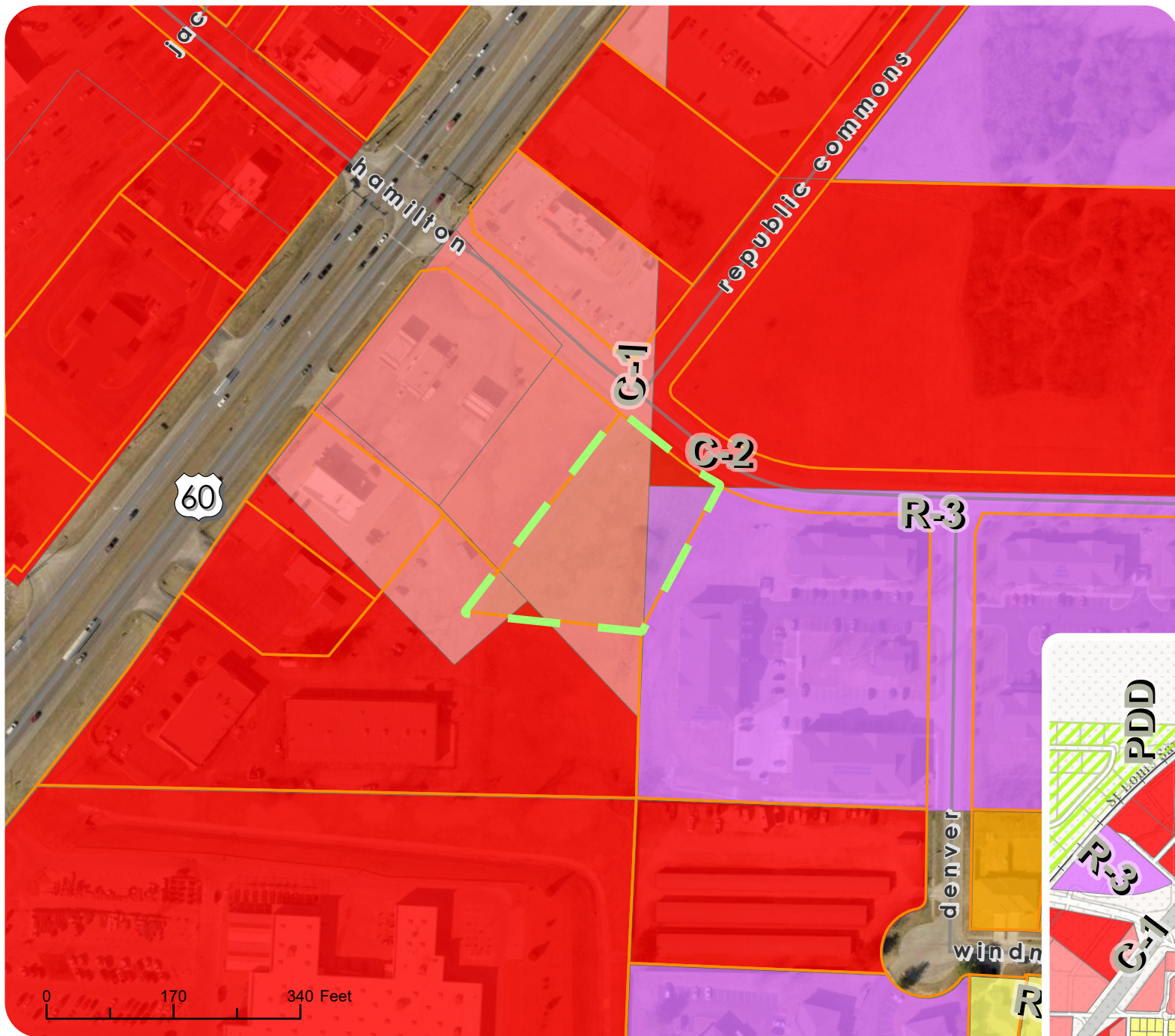
ADDRESS
1548 E. Hamilton St.

ZONING
R-3, C-1, C-2 | **REQUESTED:**
C-1

PIN
1716300144

WARD
2

ACREAGE
1.18



-  **Site Extent**
-  **Out of City**

1548 E. HAMILTON ST.
REZN 24-012 | REZONE

Owner/Applicant
Wilson Properties, Inc.

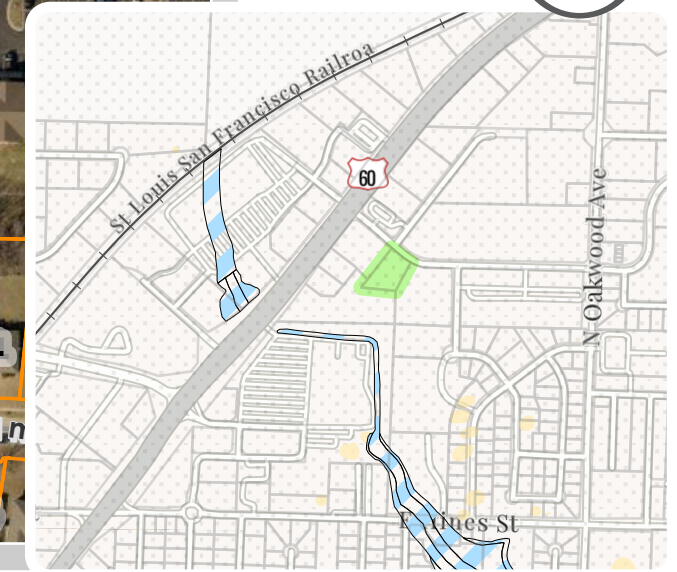
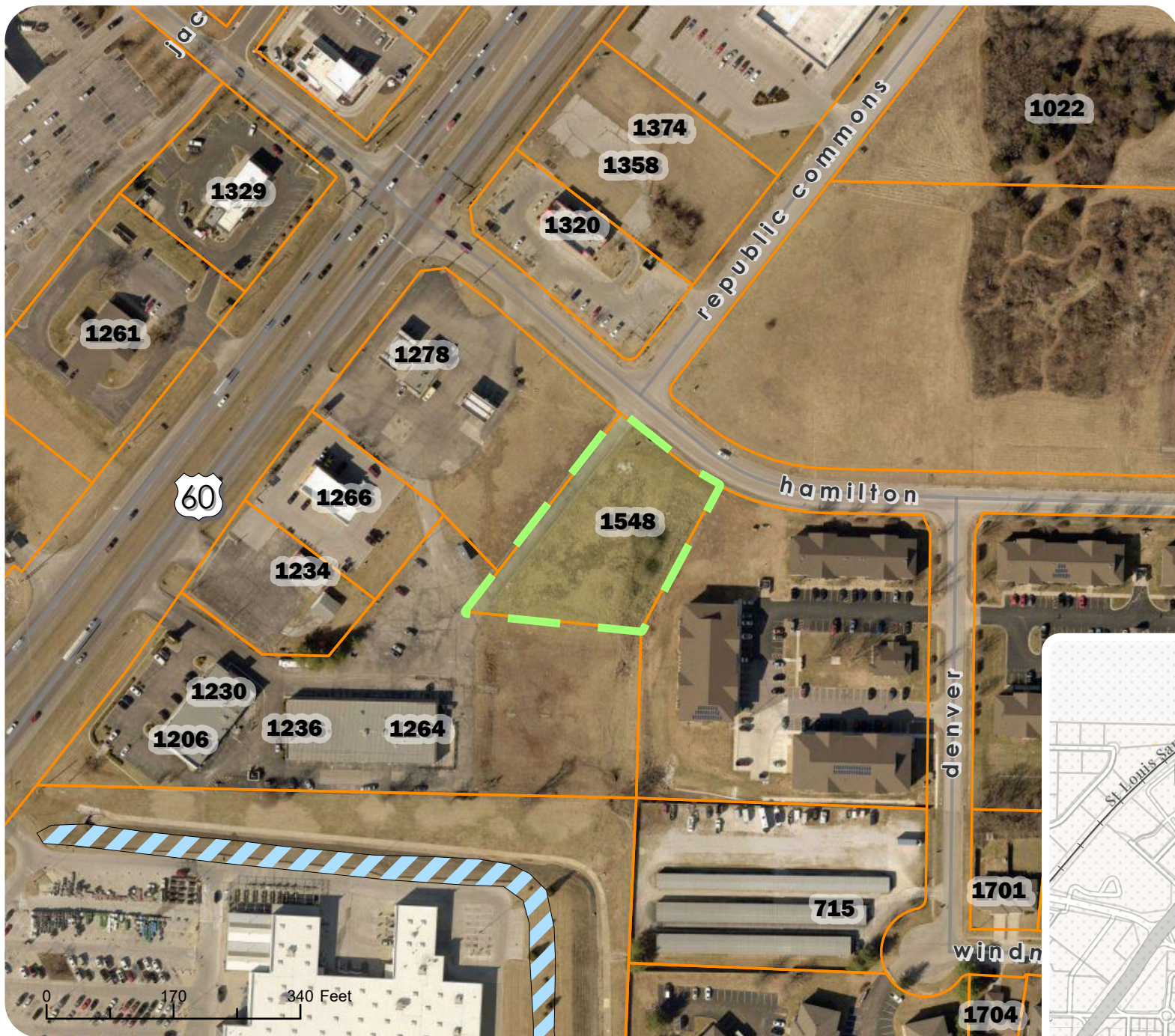
ADDRESS
1548 E. Hamilton St.

ZONING
R-3, C-1, C-2 | **REQUESTED:**
C-1

PIN
1716300144

WARD
2

ACREAGE
1.18



1548 E. HAMILTON ST.
REZN 24-012 | REZONE

	Site Extent		Sinkholes
	Out of City		Floodplain

Findings of Fact

Date of Hearing:

07/08/2024

Time:

6:00

Type of Application:

Rezoning

Name of Applicant:

1548 E Hamilton St (REZN 24-012)

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:

[Empty box for 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:

Kimi Means

Commissioner Signature:

Kimi Means

Date:

7/8/24

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:

*Engineer Representative present.
No concerns.*

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:

Split zoned b/w R-3, C-2, and C-1 -> consolidating to C-1
C-1 North + West
C-2 to North + South
R-3 to East
Sewer, storm water + transportation can handle the zoning
No Flood or sinkhole issues

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:

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:

07/08/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

1548 E Hamilton St (REZN 24-012)

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:

• Conforms with surrounding land use
• most falls under commercial already

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

Approval Denial

Commissioner Name:

Michael Mann

Commissioner Signature:

Michael Mann

Date:

7/8/24



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-44 An Ordinance of the City Council Vacating Approximately Seven Hundred Thirty Eight Square Feet of Drainage Easement Owned by the City of Republic (VACA 24-001).

Submitted By: Patrick Ruiz, Associate Planner

Date: July 16, 2024

Issue Statement

The BUILDS Department is requesting the vacation of approximately (738.45) square feet of Drainage Easement at 505 West Brookfield Street.

Discussion and/or Analysis

The BUILDS Department is requesting the vacation of approximately (738.45) square feet of Drainage Easement currently present on the site of the land owned by Apple Properties, LLC.

The referenced Drainage Easement is currently unused for the intended purpose of drainage. Vacating this easement would allow for more flexibility in the construction of a Multi-Family Residential Development Project. The redesign of future stormwater infrastructure and associated drainage easements will be reviewed and approved during the Building Permit Process.

Once vacated the easement will return the associated rights to the property owner, Apple Properties, LLC.

Recommended Action

The BUILDS Department recommends approval of the requested Drainage Easement Vacation.

AN ORDINANCE OF THE CITY COUNCIL VACATING APPROXIMATELY SEVEN HUNDRED THIRTY EIGHT SQUARE FEET OF DRAINAGE EASEMENT OWNED BY THE CITY OF REPUBLIC (VACA 24-001)

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, City staff have requested that Council vacate approximately 738.45 square feet of unoccupied drainage easement (“Proposed Vacated Area”) on property currently owned by the City located at 505 West Brookfield Street in the City of Republic; and

WHEREAS, the City previously submitted its application (“Application”) to vacate the Proposed Vacated Area to the Planning and Zoning Commission (“P&Z Commission”), which then set a public hearing on the Application for June 10, 2024; and

WHEREAS, on June 18, 2024, at least fifteen (15) days before the public hearing, the City published notice of the time and date of the public hearing in the *Greene County Commonwealth*, a newspaper of general circulation in the City; and

WHEREAS, the City gave notice of the public hearing to the record owners of all properties within 185 feet of the Proposed Vacated Area, including all properties adjacent to the Proposed Vacated Area; and

WHEREAS, the P&Z Commission conducted the public hearing on July 8, 2024, at which all interested parties were afforded the opportunity to present evidence or statement; and

WHEREAS, the P&Z Commission, by a vote of 5 Ayes to Zero Nays, recommended approval of the Application, and provided such recommendation along with its rendered written findings of fact to the Council; and

WHEREAS, having now reviewed the Application upon first and second read at its regular meeting on July 16, 2024, in accord with the provisions of City Charter Section 3.10(f), the Council finds all requirements for the Application are met and approves vacation of the Proposed Vacated Area as requested in the Application.

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

Section 1: The approximately 738.45 square feet of unoccupied drainage easement, more fully described in the Legal Description contained herein below, is hereby vacated, and the same shall revert to the affected owner(s) in the same proportion(s) as it was originally taken.

THAT CERTAIN AREA SHOWN AS THE PLATTED DRAINAGE EASEMENT OF LOT 9 OF WEST BROOK CENTRE, A RECORDED SUBDIVISION IN THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE PLATTED SOUTHWEST CORNER OF SAID LOT 9; THENCE, N01°54'47"E, ALONG THE PLATTED WEST LINE OF SAID LOT 9, A DISTANCE OF 5.11 FEET; THENCE, N35°08'20"E, A DISTANCE OF 48.56 FEET; THENCE, S54°51'40"E, A DISTANCE OF 15.00 FEET; THENCE, S35°08'20"W, A DISTANCE OF 45.15 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID LOT 9; THENCE, ALONG SAID SOUTH LINE FOR THE FOLLOWING TOW (2) DESCRIBED COURSES: THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 9.35 FEET, A CENTRAL ANGLE OF 02°58'35", ALONG A CHORD BEARING N86°15'27"W, A CHORD DISTANCE OF 9.35 FEET; THENCE, N88°30'55"W, A DISTANCE OF 5.07 FEET TO THE POINT OF BEGINNING.

Section 2: The City Clerk is hereby directed to record a certified copy of this Ordinance with the Recorder of Deeds for Greene County, Missouri.

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

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

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


PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

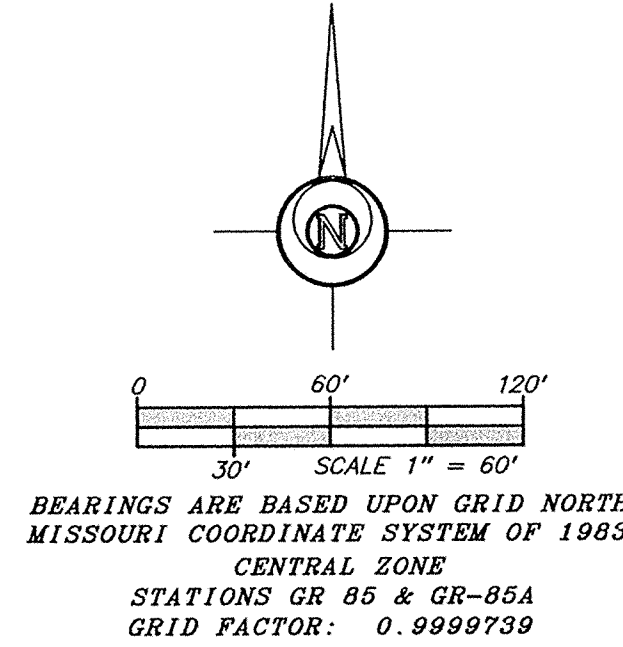
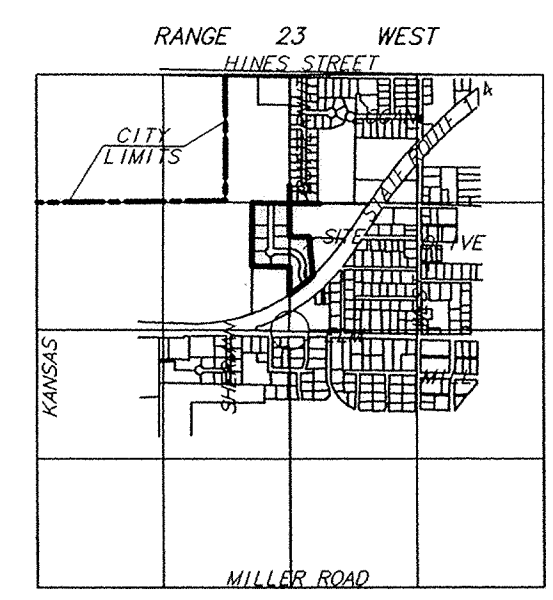
Final Passage and Vote:

FINAL PLAT WEST BROOK CENTRE A SUBDIVISION IN REPUBLIC, GREENE COUNTY, MISSOURI BEING PART OF THE SE1/4 OF THE NW1/4 AND PART OF THE SW1/4 OF THE NE1/4 SECTION 19, TOWNSHIP 28 NORTH, RANGE 23 WEST

OWNERS
REX F. & MARGARET A. PITTMAN
5725 S FARM ROAD 57
REPUBLIC, MO 65738

ALBERT & LORIE LOUGH
9589 W. FARM ROAD 178
REPUBLIC, MO 65738

013754-05 21 MAR 2005 11:16:14am
Book: 2005
Page: 013754-05
1 page
REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION
L. J. Matzney
RECORDER OF DEEDS



LORIE LOUGH
BOOK 2004 PAGE 040654-04

BENCHMARK
FEMA REFERENCE MARK #RM 7
CHISEL SQUARE IN THE NORTHEAST CORNER OF THE NORTH HEADWALL ON THE CULVERT UNDER STATE HIGHWAY 174 100 FEET EAST OF THE INTERSECTION WITH WEST LAFAYETTE STREET
ELEVATION = 1298.21

STATE PLANE COORDINATES FOR CONTROLLING CORNERS (METERS)

CORNER #	NORTHING	EASTING
1	143492.2096	412067.8883
2	143386.2735	412064.3520
3	143383.8731	412126.1164
4	143261.3954	412134.9453
5	143204.4702	412058.2831
6	143291.1534	412061.1769
7	143295.9571	411941.9267
8	143497.0042	411948.9084

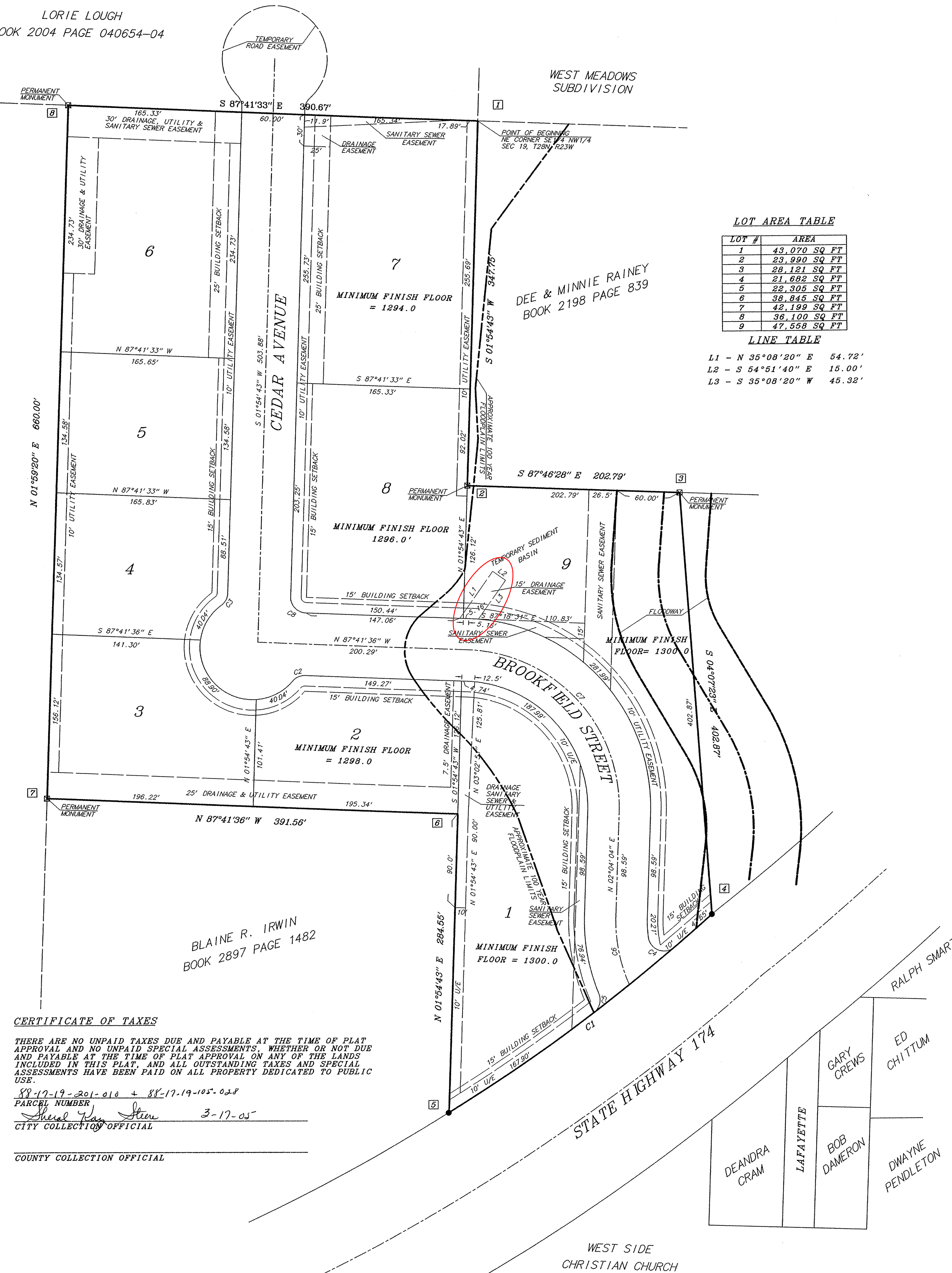
COORDINATES FOR GR 85
NORTHING= 144284.096
EASTING= 411361.965

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	CHORD	TANGENT	CHORD BEARING
C1	09°47'35"	1836.08	313.86	313.27	157.21'	S 53°24'16" W
C2	52°01'12"	15.00	13.82	13.16	7.32'	S 66°17'48" W
C3	52°01'12"	15.00	13.82	13.16	7.32'	N 27°55'19" E
C4	122°25'23"	15.00	32.05	26.20	27.30'	S 68°47'54" E
C5	75°28'59"	15.00	19.76	16.36	11.61'	N 15°19'02" E
C6	25°45'34"	150.00	67.44	66.87	34.30'	S 10°48'43" E
C7	89°45'39"	150.00	234.39	211.69	149.38'	S 42°48'46" E
C8	89°36'19"	15.00	23.46	21.14	14.90'	N 42°53'26" W

GENERAL NOTES:
TOTAL ACERAGE = 8.589 ACRES
TOTAL NUMBER OF LOTS = 9
PRELIMINARY PLAT APPROVED AS WEST BROOK CENTRE
WEST BROOK CENTRE PRELIMINARY PLAT APPROVED 03-06-2003 BY THE PLANNING AND ZONING COMMISSION AND 03-13-2003 BY THE BOARD OF ALDERMEN.
SOURCE OF TITLE = BOOK 2003 PAGE 073398-03 BOOK 3019 PAGE 1985
PART OF THIS PROPERTY IS IN A DESIGNATED FLOOD PLAIN AS IDENTIFIED AS IDENTIFIED BY FEMA COMMUNITY PANEL NUMBER 290148 0001 B (6-04-1980)
NO FENCES, PLANTINGS OR OBSTRUCTIONS OTHER THAN MAILBOXES PERMITTED WITHIN THE LIMITS OF ANY RIGHT OF WAY OR DRAINAGE EASEMENT
NO STRUCTURES ARE TO BE BUILT BETWEEN THE RIGHT OF WAY LINE AND BUILDING SETBACK LINE (EXCEPT AS ALLOWED BY REPUBLIC ZONING CODE, SECTION 406.940-945)
MAINTENANCE OF THE AREA REFERRED TO AS DRAINAGE EASEMENT IS THE RESPONSIBILITY OF THE LOT OWNER.
PERMANENT MONUMENTS ARE 24" - 5/8" IRON PINS WITH 2" DIAMETER ALUMINUM CAPS MARKED WITH LS 314-D.
LOT CORNERS ARE 18" - 5/8" IRON PINS WITH RED PLASTIC CAPS MARKED WITH LS-314D
BEARINGS ON CENTER OF STREETS ARE THE SAME AS ADJACENT LOT LINE BEARINGS
LARGEST LOT = LOT 9 47,558 SQ. FT.
SMALLEST LOT = LOT 4 21,682 SQ. FT.
NO ACCESS TO STATE HIGHWAY 174 FROM LOTS 1 AND 9.
BUILDING SETBACKS:

	C-1	C-2	R-3
FRONT	15'	15'	25'
REAR	15'	15'	25'
SIDE (STREET)	15'	15'	25'
SIDE (INTERIOR)	6'	6'	15'



LOT AREA TABLE

LOT #	AREA
1	43,070 SQ FT
2	23,990 SQ FT
3	28,121 SQ FT
4	21,682 SQ FT
5	22,305 SQ FT
6	38,845 SQ FT
7	42,199 SQ FT
8	38,100 SQ FT
9	47,558 SQ FT

LINE TABLE

L1	- N 35°08'20" E	54.72'
L2	- S 54°51'40" E	15.00'
L3	- S 35°08'20" W	45.32'

LEGAL DESCRIPTION:
ALL THAT PART OF THE SE1/4 OF THE NW1/4 AND ALL THAT PART OF THE SW1/4 OF THE NE1/4 OF SECTION 19, TOWNSHIP 28 NORTH, RANGE 23 WEST, CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SAID SE1/4 OF THE NW1/4; THENCE SOUTH 01 DEGREES 54 MINUTES 43 SECONDS WEST WITH THE EAST LINE OF SAID SE1/4 OF THE NW1/4, 347.76 FEET; THENCE SOUTH 87 DEGREES 46 MINUTES 28 SECONDS EAST, 202.79 FEET; THENCE SOUTH 04 DEGREES 07 MINUTES 23 SECONDS EAST, 402.87 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 174; THENCE SOUTHWESTERLY, WITH SAID NORTHERLY RIGHT-OF-WAY LINE, THROUGH A CURVE TO THE RIGHT HAVING A RADIUS OF 1835.08 FEET, A DELTA OF 09 DEGREES 47 MINUTES 35 SECONDS, AN ARC LENGTH OF 313.86 FEET AND A CHORD WHICH BEARS SOUTH 53 DEGREES 24 MINUTES 16 SECONDS WEST, A CHORD LENGTH OF 313.27 FEET; THENCE NORTH 01 DEGREES 54 MINUTES 43 SECONDS EAST, LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, 284.55 FEET; THENCE NORTH 87 DEGREES 46 MINUTES 28 SECONDS WEST, 391.56 FEET; THENCE NORTH 01 DEGREES 54 MINUTES 43 SECONDS EAST, 680.00 FEET TO THE NORTHERLY LINE OF SAID SE1/4 OF THE NW1/4; THENCE SOUTH 87 DEGREES 46 MINUTES 28 SECONDS EAST, WITH SAID NORTH LINE, 390.87 FEET TO THE POINT OF BEGINNING, CONTAINING 8.589 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD.

DEDICATION:
WE, ALBERT & LORIE LOUGH, HUSBAND AND WIFE, AND REX F. & MARGARET A. PITTMAN, OWNERS AND DEVELOPERS OF SAID REAL ESTATE DESCRIBED AND SHOWN HEREON, DO HEREBY CERTIFY THAT WE HAVE CAUSED SAID REAL ESTATE TO BE SURVEYED, DIVIDED, MAPPED AND ALL ACCESS RIGHTS RESERVED AND DEDICATED AS REPRESENTED ON THE PLAT. HEREBY DEDICATE, GRANT AND CONVEY THE OPENS SPACE COMMON AREAS AND PUBLIC RIGHTS-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 WANT GENERALLY AND SPECIALLY THE PROPERTY CONVEYED FOR PUBLIC USE AND WILL EXECUTE SUCH FURTHER ASSURANCES AS MAY BE REQUIRED. IN WITNESS WHEREOF, WE, AS SOLE OWNERS, HAVE HERETO SET OUR HAND AND AFFIXED OUR SEAL.

Albert Lough - OWNER 3-9-05
LORIE LOUGH - OWNER 3-9-05
Rex F. Pittman - OWNER 3-9-05
Margaret A. Pittman - OWNER 3-9-05

ACKNOWLEDGMENT
STATE OF MISSOURI
COUNTY OF GREENE
ON THE 9 DAY OF March, 20 05, BEFORE ME PERSONALLY APPEARED ALBERT LOUGH AND LORIE LOUGH, HIS WIFE, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.
IN WITNESS WHEREOF, I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN Greene County, MISSOURI, THE FIRST DAY WRITTEN ABOVE.
NOTARY PUBLIC: Wendy L. Brown
PRINT NAME: Wendy L. Brown
MY COMMISSION EXPIRES: 11-27-05

ACKNOWLEDGMENT
STATE OF MISSOURI
COUNTY OF GREENE
ON THE 9 DAY OF March, 20 05, BEFORE ME PERSONALLY APPEARED REX F. PITTMAN AND MARGARET A. PITTMAN, HIS WIFE, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.
IN WITNESS WHEREOF, I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN Greene County, MISSOURI, THE FIRST DAY WRITTEN ABOVE.
NOTARY PUBLIC: Wendy L. Brown
PRINT NAME: Wendy L. Brown
MY COMMISSION EXPIRES: 11-27-05

CERTIFICATE OF APPROVAL BY BOARD OF ALDERMEN
I, Beth Anne West, CITY CLERK OF THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF WEST BROOK CENTRE WAS PRESENTED TO AND ACCEPTED AND APPROVED BY THE BOARD OF ALDERMEN OF SAID CITY OF REPUBLIC, AND APPROVED BY GENERAL ORDINANCE NO. 05-13 ON THE 14th DAY OF February, 20 05.

KNOW ALL MEN BY THESE PRESENTS THAT I, LAWRENCE E. JANSEN, DO HEREBY DECLARE THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED, AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREON WERE PLACED UNDER THE PERSONAL SUPERVISION OF LAWRENCE E. JANSEN LS 2385 IN ACCORDANCE WITH THE MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF REPUBLIC, GREENE COUNTY, MISSOURI.

Lawrence E. Jansen 3-4-05
MOR.L.S. # 2385
DATE PREPARED: DECEMBER 29, 2004

CLASS "URBAN" SURVEY
Job No.: 0208-035
Date: 12-29-2004
Drawn By: PAW
Checked By: LJ

LEGEND:
PM - PERMANENT MONUMENT
EP - EXISTING IRON PIN
SP - SET IRON PIN
--X-- - FENCELINE
P - PLAT DISTANCE
M - MEASURED DISTANCE
D - DEED DISTANCE

ZARK MOUNTAIN
Consultants Engineers & Surveyors Inc.
P.O. BOX 6368
SPRINGFIELD, MO 65801
Fax (417) 889-6590

CERTIFICATE OF COMPLIANCE WITH ZONING AND SUBDIVISION REGULATIONS:
I, Charles Orzain, CITY PLANNER OF THE CITY OF REPUBLIC, MISSOURI, DO HEREBY CERTIFY ON THE 18 DAY OF March, 20 05, THE FINAL PLAT OF WEST BROOK CENTRE CONFORMS TO THE CITY OF REPUBLIC LAND USE REGULATIONS, IN ACCORDANCE WITH TITLE IV OF THE REPUBLIC CODE OF ORDINANCES.
Charles Orzain 3/18/05
CITY PLANNER DATE

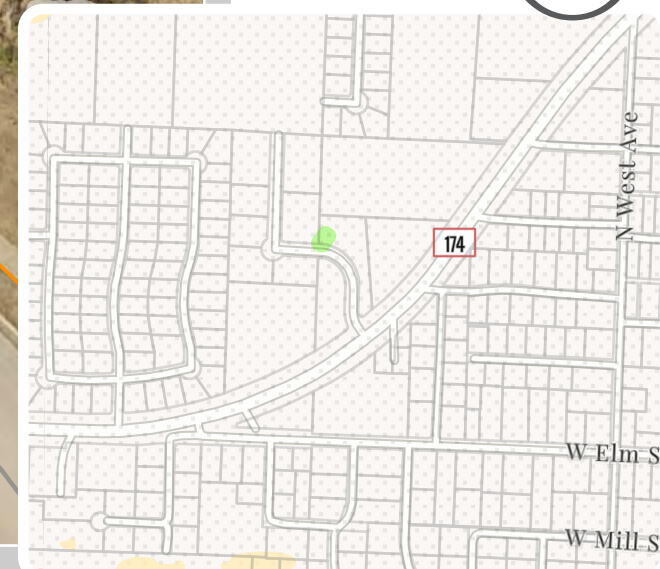
CERTIFICATE OF TAXES
THERE ARE NO UNPAID TAXES DUE AND PAYABLE AT THE TIME OF PLAT APPROVAL AND NO UNPAID SPECIAL ASSESSMENTS, WHETHER OR NOT DUE AND PAYABLE AT THE TIME OF PLAT APPROVAL ON ANY OF THE LANDS INCLUDED IN THIS PLAT, AND ALL OUTSTANDING TAXES AND SPECIAL ASSESSMENTS HAVE BEEN PAID ON ALL PROPERTY DEDICATED TO PUBLIC USE.
89-17-19-201-010 + 88-17-19-105-028
PARCEL NUMBER
Shirley Jean Steen 3-17-05
CITY COLLECTION OFFICIAL
COUNTY COLLECTION OFFICIAL

BLAINE R. IRWIN
BOOK 2897 PAGE 1482

RALPH SMART
ED CHITTM
GARY CREWS
BOB DAMERON
DEANDRA GRAM
LAFAYETTE
DWAYNE PENDLETON

WEST SIDE
CHRISTIAN CHURCH

Owner/Applicant
 Apple Properties, LLC
ADDRESS
 505 W. Brookfield St.
ZONING
 R-3 | REQUESTED: N/A
PIN
 1719105081
WARD
 2
ACREAGE
 1.09



505 W. BROOKFIELD ST.
VACA 24-001 | VACATION

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

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:

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:

No problems, no concerns.

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:

07/08/2024

Time:

6:00

Type of Application:

Vacation

Name of Applicant:

505 W Brookfield St (VAC 24-001)

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:

Drainage easement vacation - Not needed in its current form

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

- Approval Denial

Commissioner Name:

Brian Doubrava

Commissioner Signature:

[Signature]

Date:

7-8-24

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:

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:

o Drainage easement will be addressed if anything is built on it.

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: 24-45 An Ordinance of the City Council Authorizing the City Administrator to Execute a Mutual Aid Agreement with the Missouri Public Utility Alliance.

Submitted By: Steffi Weaver, BUILDS Department

Date: July 16, 2024

Issue Statement

The City of Republic, Missouri wishes to execute a revised mutual aid agreement with the Missouri Public Utility Alliance.

Discussion and/or Analysis

The Missouri Public Utility Alliance (MPUA) serves as a resource for municipalities and allows members to offer assistance to other municipalities in the event of an emergency that disrupts normal utility service. The City of Republic has been a member of MPUA since 2012 (Ordinance 12-55) and executed a revised agreement in 2017 (Ordinance 16-28). This newly revised mutual aid agreement outlines the following changes:

- Allows MPUA line crew and all out-of-state members to participate.
- Removal of the arbitration section allowing for other legal remedies to settle disputes.
- Adds insurance requirements for workers compensation, auto liability, and general liability.
- Includes policy limits on claims, suits, damages, etc. for those providing mutual aid OR not participating.

The Federal Emergency Management Agency (FEMA) requires that cities have a mutual aid agreement in place before a disaster occurs. Without it, FEMA will not reimburse for the first eight (8) hours of recovery costs.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A MUTUAL AID AGREEMENT WITH THE MISSOURI PUBLIC UTILITY ALLIANCE

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

WHEREAS, the Missouri Public Utility Alliance (“MPUA”) offers assistance for municipal utility members in the event of an emergency that affects the operation of their respective utilities; and

WHEREAS, the City has been a member of MPUA since 2012 (via Ordinance No. 12-55) and last revised its agreement with MPUA in 2017 (via Ordinance No. 16-28); and

WHEREAS, the mutual aid agreement with MPUA helps the City to ensure it has prompt assistance with restoration efforts for electric, water, wastewater, and natural gas utilities, in the event of an emergency; and

WHEREAS, the Federal Emergency Management Agency (“FEMA”) requires cities to have a mutual aid agreement in place before a disaster occurs; otherwise, FEMA will not reimburse for the first eight (8) hours of recovery costs incurred; and

WHEREAS, the City wishes to revise its agreement with MPUA to add certain terms relating to insurance requirements and limits, the removal of arbitration as the sole dispute resolution method and expands the participating member pool; and

WHEREAS, upon review of all materials submitted and consideration of City staff presentation and recommendations, the Council finds it in the best interest of the City to authorize execution of the new mutual aid agreement with MPUA, as it will help to ensure continuity of support to the City in the event of an emergency under additional terms that are beneficial to the City.

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

- Section 1:** The City Administrator or his/her designee, on behalf of the City, is hereby authorized to execute a new Mutual Aid Agreement with the Missouri Public Utility Alliance to ensure the continuation of support to the City in the event of an emergency that affects the operation of the parties’ respective utilities, said agreement to be in substantially the same form as that attached hereto and labeled “Attachment 1.”
- Section 2:** The City Administrator, or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 3:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 4:** The provisions of this Ordinance are severable, and if any provisions hereof are declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



2200 Maguire Boulevard
 Columbia, MO 65201
 main 573-445-3279
 fax 573-445-0680
 MPUA.org

memo

TO: Municipal Members
 FROM: Mark Mustain
 SUBJECT: **Mutual Aid Program**
 DATE: December 19, 2023

Rapid emergency restoration help is one call away for electric, water, wastewater, and natural gas utilities. The MPUA Mutual Aid Program is designed to be utilized under conditions when time is of the essence to save lives, prevent human suffering, and/or mitigate property damage following an emergency. With necessary updates recently made to the Program, your governing body will need to authorize participation in the Program and the MPUA Mutual Aid Agreement will need an authorized signature even if you’ve done this in the past. The current Agreement will expire **August 1, 2024**. To maintain long-standing mutual aid service and business continuity of the mutual aid program, I strongly encourage you to take action as part of an overall preparedness plan to assist in your recovery effort in the event of an emergency.

A summary of the changes to the Program are as follows.

- Allows MPUA line crew and all out-of-state members to participate.
- Removal of the arbitration section allowing for other legal remedies to settle disputes.
- Adds insurance requirements for workers comp, auto liability, and general liability.
- Includes policy limits on claims, suits, damages, etc. for those providing mutual aid OR not participating.

The Federal Emergency Management Agency (FEMA) requires that cities have a mutual aid agreement in place before a disaster occurs. Without it, FEMA will not reimburse for the first 8 hours of recovery costs.

Moreover, Mutual Aid assistance helps your utility restore service quickly after a natural disaster or emergency. Round-the-clock recovery efforts are taxing; assistance provides relief to your municipal utility staff. Participation in Mutual Aid shows your customer-owners that you are committed to service reliability.

MPUA’s Mutual Aid Network has proven strong when neighboring electric systems were torn by tornados, ice storms, floods, and other disasters.

Hometown water, wastewater and natural gas systems can also rely on the same emergency restoration and backup from neighboring communities when operations are threatened by a natural disaster or catastrophic equipment or plant failure.

For those of you who have signed the APPA Mutual Aid Agreement, it remains in effect as a separate agreement to request/provide resources beyond the MPUA membership. Now is the time to sign this Agreement as well if you haven’t already done so.

Please contact me at: mmustain@MPUA.org 573-682-4478 if you have questions about the updated MPUA Mutual Aid Program/Agreement.

Thank you, Mark Mustain

Page left intentionally blank

Mutual Aid Policy & Procedures



2200 Maguire Blvd.
Columbia, MO 65201
573-445-3279 ~ 573-445-0680 (fax)
MPUA.org

Table of Contents

	Page
Utility Mutual Aid Policy.....	2
Process for Participation in Mutual Aid	4
When You Plan	4
Before You Call	7
Call The MPUA Mutual Aid Coordinator.....	7
What Happens When You Get A Call For Help	7
When You Respond With Help.....	8
When The Emergency Is Over	9
Mutual Aid Charges/Reimbursable Expenses	9
Insurance Coverage	10
Participating City Assistance.....	11
MPUA Assistance	11
Mutual Aid Agreement.....	13
MPUA Mutual Aid Coordinator Reference Sheet.....	16
Sample Ordinance for MPUA Mutual Aid Policy and Agreement	17

Missouri Public Utility Alliance Mutual Aid Policy

The Missouri Public Utility Alliance (“MPUA”), an independent interlocal body corporate and politic pursuant to §§ 70.210 through 70.320, RSMo., determined a need exists for its municipal utility members to offer assistance to each other in the event of an emergency that affects the operation of their respective utilities. The MPUA Mutual Aid Policy allows only the Missouri, Arkansas, Mississippi, and Nebraska municipal utility MPUA Members, the MPUA RSC, (hereafter, “MPUA Member(s)” or “Member(s)”) to participate in this program.

These public entities are empowered to make and enter into mutual aid agreements with other public and private agencies within and without the state for reciprocal emergency aid.¹ Mutual aid agreements establish the terms under which one party sends resources (i.e. personnel, teams, facilities, equipment and supplies) to another party. The MPUA Mutual Aid Policy is designed to allow MPUA Members, to their mutual benefit, to obtain assistance, account for, order, and mobilize outside resources efficiently and effectively. This Policy is designed to support and aid MPUA Members in building secure and resilient utility systems.

Benefits of joining the MPUA Mutual Aid program rather than simply having a verbal agreement are as follows:

- a. An oral agreement may not satisfy applicable legal requirements,
- b. Oral agreements inevitably lack sufficient detail to account for the various scenarios that can develop in emergency situations,
- c. Oral agreements often result in misunderstandings between the participating entities which in turn may create ill will between the parties possibly compromising the effectiveness of the plan,
- d. Oral agreements greatly increase the exposure of participating entities to civil liability arising from rendering or receiving aid, and
- e. Finally, participating entities would not qualify for disaster relief from FEMA because FEMA requires local mutual assistance programs to be in writing and appropriately authorized.

This Policy manual does not provide legal authority or direction and does not supersede MPUA Members’ applicable legal authorities or the constraints of those authorities having jurisdiction. MPUA Members should consult with their applicable legal authorities before entering into this, or any other, mutual aid agreement.

You Are Part of a Team

As a Member of MPUA, you are part of a team. Along with your fellow Member municipal utilities, you may either request or provide emergency assistance when a natural disaster or emergency threatens service to the customers. All mutual aid is completely voluntary. A Member utility may accept or decline aid from any other participating Member. An actual disaster

¹ See Missouri §44.090, RSMo., Arkansas §12-75-119(i) A.C.A., Mississippi §33-15-19, Miss. Code Ann., and Nebraska §81-829.48(2), R.R.S. Neb. **NOTE: Nebraska law requires the Nebraska Governor’s approval for such mutual aid agreements with cities and entities outside the State of Nebraska.**

declaration is not necessary to utilize this mutual aid program. When a participating Member utility finds itself in a situation lacking the necessary resources to meet an emergency, such member can turn to the MPUA Mutual Aid Program to help provide the needed economic and logistical efficiencies to support any gaps in resources and capability. It is this spirit of cooperation, neighbor helping neighbor, that has given strength and reliability to the MPUA member utility systems for many years.

The following information will serve as standard procedure, under the MPUA Mutual Aid Policy, whenever emergency assistance is needed. Please read it carefully so you will be able to place a call for help or respond to one in the event of an emergency. Should your utility require emergency assistance and if you need help making calls for aid, the MPUA Mutual Aid Coordinator will provide communication support. Depending on the extent of the emergency or your city location within the mutual aid region, utilities from outside your region may also be called upon to assist you.

The Time to Prepare is Now

A municipal utility's degree of preparedness will have a direct effect on the success of your recovery effort in the event of an emergency. The time for planning is before the emergency occurs. The MPUA Mutual Aid Program is designed to be utilized under conditions when time is of the essence to save lives, prevent human suffering, and/or mitigate property damage following an emergency. Take the time to read the suggested steps in this manual and implement the advanced planning necessary to secure your utility against a natural disaster, accident or other emergency. Some important preparedness steps you should take are as follows:

1. Designate a Utility Emergency Response Facilitator.
2. Utility staff should be familiar with all elements of the MPUA Mutual Aid Policy.
3. Train employees in their emergency roles during an emergency and rehearse mock disasters.
4. Establish protocols for communication, including pre-arranged communication frequencies and procedures which will be critical for effective execution. These protocols may include guidance on data services, backup systems and common alerting protocols that are necessary to establish on the scene coordination and communications for multijurisdictional responses.
5. Maintain an inventory of essential equipment. Keep an open purchase order with various vendors for use in emergency situations to avoid delays caused by the need for purchase authorization.
6. Assess the utility's vulnerable areas and make regular improvements to minimize these weaknesses.
7. Organize off-site backup systems for important utility functions, including computer programs and record keeping.

Restoration and Protection Through Mutual Aid

Planning for an emergency before it happens will not prevent the emergency from occurring. It will, however, enable an effective response to more effectively to minimize property damage and even save lives. Cooperation with Member municipal utilities through MPUA will ensure that your utility has the resources it needs to respond expeditiously and efficiently to restore your utility system, thereby protecting your customers and your community.

Process for Participation in Mutual Aid

To become a participating Member of the MPUA Mutual Aid Program the following is required prior to any request for assistance under the program:

1. The MPUA Member will pass by ordinance or resolution authorization for the MPUA Member to enter into the MPUA Mutual Aid Program (See Sample Ordinance at page 17 herein);
2. For Nebraska cities only, the MPUA Member will provide written verification of the Nebraska Governor's approval to enter into this out of state agreement pursuant to §81-829.48(2), R.R.S. Neb.;
3. The MPUA Member's executive officer will then execute the MPUA Mutual Aid Agreement (attached hereto and incorporated by reference);
4. The MPUA Member will provide MPUA with an executed copy of the MPUA Mutual Aid Agreement; and
5. The MPUA Member will provide, and update annually on January 2 of each successive year, the contact information for the individual designated as the Member's representative, the Utility Emergency Response (UER) Facilitator who shall be the person in the event of needed aid will be the contact person between the Member requesting aid and the Members rendering aid.

When You Plan

Put Your Plan in Writing

Develop a written plan for your utility to be used in the event of a natural disaster, accident, or other community emergency. Put it in writing; don't leave it as an undocumented idea. Once a strategy has been mapped out, it can be shared with employees and others in the community such as local fire, police, and EMS departments. This will allow them to prepare for their roles in an emergency recovery effort and provide a more rapid and effective response.

Determine Your System's Most Vulnerable Areas

Identify and describe the parts of your system that are the most susceptible to damage. Influences such as extreme weather, including high winds and flooding, highway traffic, construction areas and fire hazards from gasoline can threaten your utility's security.

Don't neglect the protection and recovery of utility business records, legal and financial documents and personnel records.

Establish Priorities for Service in the Community

In the event of a widespread outage, a priority system will be needed for reestablishing service to customers in your community. Who will have the primary responsibility for identifying those customers to receive service first, particularly in winter weather? Analyze the most critical needs among customers and develop a priority system to clarify choices on service assignments during an outage.

Make an Inventory of Available Materials and Services

Evaluate the type of equipment and supplies your utility will need in an emergency. Maintain an inventory of essential equipment. Keep an open purchase order with various local merchants and other industry vendors for use in emergency situations to avoid delays caused by the need for purchase authorization. Develop a list of resources available in the community, such as generators, welders, and trucks. Update the list regularly.

Review and Rehearse Your Recovery Plan With Employees

Discuss with employees the details of the utility's emergency recovery plan. Repairs will begin faster and downtime will be minimized if employees have been trained in emergency response procedures.

Plan in Detail

The following list includes important elements in any emergency recovery program. Before the appropriate planning can begin, a Utility Emergency Response (UER) Facilitator must be designated.

This individual should have the authority to declare when an emergency exists, to direct the service restoration activities during that emergency and to terminate the emergency. The UER facilitator may have to initiate action at any time. Utility management should formally delegate sufficient authority to this person to allow the effective exercise of emergency response duties. This is an important condition, since the UER facilitator may have to contact other city departments, contractors, other electric utilities, suppliers, etc.

Advanced planning should include the following:

1. **Utility Command Center:** An operations center for dispatching work will need to be staffed throughout any emergency recovery operation. The center will:
 - a. take calls and complete outage sheets.
 - b. establish priorities for service.
 - c. communicate with workers and dispatch crews.
 - d. track work in progress.
 - e. coordinate clean-up activities for scattered outages after utility services have been restored.
 - f. track costs associated with recovery procedures.
 - g. provide public information. Personnel should be designated for releasing information to the public. Statements concerning the emergency recovery in

progress should be issued only by those individuals authorized to represent the utility. At this point, it may be advantageous to involve the city's governing body members in this process.

2. **Communication System:** Radio communication is a valuable timesaver in directing work within your city. As necessary, make arrangements with the local radio supplier to provide handheld radios tuned to a common frequency for use by crews. Today, cellular phones are also a valuable tool in the communication system, but depending on the nature of the emergency may be unavailable. Establish a line of command. This will ensure all crews know who is in charge and whom they can go to for direction/assistance.
3. **Fuel and Vehicle Maintenance:** Without power, fuel for utility vehicles, including those arriving from other utilities, may not be available from local gas service stations. Arrangements for fuel deliveries via tank truck from a petroleum dealer should be planned.

If fuel is stored at the utility in above-ground storage tanks, theft protection may need to be added. Also, in the event of a mechanical breakdown, a truck mechanic should be on call.

4. **Traffic Control and Auxiliary Lighting:** Advanced arrangements should be made with local police and fire departments to provide traffic control and auxiliary lighting to crews working in high traffic areas of darkness.
5. **Maps:** System and substation maps, laminated for use outside, will be helpful to crews in understanding the following:
 - a. Where work is to be performed;
 - b. Extent of damage; and
 - c. Source of supply, direction of feed and location of sectionalizing equipment.
6. **Food, Lodging and Support Services for Crews:** The damaged utility shall have the responsibility of providing food and housing for the personnel of the assisting utility from the time of their arrival at the designated location to the time of their departure.

There is a limit to the length of time crews can work effectively and safely without sleeping. Supervisors need to watch workers for symptoms of severe fatigue and provide an opportunity for rest. Other support services that may be necessary for outside work crews are:

- a. cash for workers' expenses.
- b. check cashing arrangements.
- c. telephone service.
- d. laundry service.
- e. local transportation.

Before You Call

Survey the Damage

Survey the location and severity of damage to your system before calling to request help.

Make a Quick Inventory of Specific Needs

Put together a short list of specific personnel, equipment, and materials you will need before you place a call. Identify areas of need (i.e. substations, transformer banks, distribution, service connections and pressure regulating stations), and the jobs for which you need assistance. This is essential to avoid unneeded personnel, equipment, and resources being sent.

Call The MPUA Mutual Aid Coordinator

If the situation is such that you cannot make calls for assistance yourself, call the MPUA Mutual Aid Coordinator. If telephone or normal radio contacts cannot be made, utilize the State Highway Patrol or County Sheriff to request help.

- Describe:**
- The nature of the emergency in your community.
 - Type of help, equipment, and number of crews your utility requires.
 - Other sources of help already contacted, such as neighboring utilities or private contractors.
 - Detail will alleviate and discourage the deployment of unnecessary resources.
- Indicate:**
- Where crews should report when they arrive in your city.
 - Estimated time (hours, days) crews will be needed.
- Establish:**
- Person who will serve as the Utility Emergency Response (UER) Facilitator, and the phone number to receive calls from the MPUA Mutual Aid Coordinator.
 - Time when you will re-contact the MPUA Mutual Aid Coordinator if incoming calls to your utility are not possible.

What Happens When You Get A Call For Help

- Contact:**
- Initial call will come from the MPUA Mutual Aid Coordinator. A utility representative should be designated to receive calls as part of the MPUA Mutual Aid Program. Both a primary and a backup representative should be identified in the event help is needed on weekends or after regular working hours.
- Response:**
- The decision to respond to the call for help is completely voluntary. Each participating Member may decide to offer assistance or may decide not to offer assistance. That decision is completely at the discretion of the utility receiving the call for help.

- Advise:**
- Responding Member will advise the MPUA Mutual Aid Coordinator AND the requesting Member (if possible) of its availability and the personnel, equipment, material, or other resources it can provide and for what period of time.
 - Requesting Member will then advise the number and type of personnel, equipment, material, or other resources that are needed along with an estimate as to the period of time (days, weeks) they will be needed.
- Determine:**
- Which personnel and what equipment, materials, and/or resources will be sent.
 - Give the requesting Member (if possible) AND the MPUA Mutual Aid Coordinator the names of utility personnel who will be sent to assist a neighboring community. Be specific. Explain in detail what equipment will be taken, e.g. aerial devices, digger derricks, poles, transformers, backhoes, welders, etc.
- Provide:**
- Responding Member will provide Certificates of Insurance to the requesting Member utility.
- Establish:**
- Day and time for personnel and equipment to be provided.
 - Location responding personnel and equipment are to report for service assignments.
 - Name of person responding Member is to contact, along with that person's contact information.
 - Address, and person (if applicable) that the responding Member is to send its invoice following the rendering of aid.
- Confirm:**
- Directions for Travel and Where crews are to report. In the event main roads into and in a community are closed, determine what route is available for travel.

When You Respond With Help

Estimate Time Involved for Your Utility Personnel

Utility crews will need to know the approximate time they will need to be away from home. If an overnight stay is anticipated, workers should plan appropriately and include personal items for an extended work schedule.

Share Information with Your Utility Personnel Before They Depart

Don't assume workers understand the nature of their roles in the mutual aid program. Explain your utility's involvement in the MPUA Mutual Aid Program and specifically what duties your workers will be expected to perform. Provide them with information on where to report once they arrive in the neighboring community.

Document Time and Cost

Mutual aid assistance is provided according to the principles specified under “Mutual Aid Charges/Reimbursable Expenses”. Document time and materials used by your utility personnel so reimbursement can be made by the assisted utility.

When The Emergency Is Over

Terminate Emergency Operations

At some time, the greater portion of the system will have been restored to service. Meanwhile, the normal business of the utility has been on hold. At that time, the UER facilitator should formally terminate the emergency operation and return workforces and resources to normal operation. However, some restoration work may still be required as crew time is available.

Accounting Reconciliation

During the challenge of restoring the integrity of the utility’s systems, inventory may shrink unnoticed. Proper accounting of material, labor, food, fuel, and a host of other items may be neglected because the personnel who normally monitor these facets of operation are assisting in the all-out effort to restore essential utility services.

However, a day of reckoning will come especially for the public body. The UER facilitator must be a ready resource person to whom the accounting section can look for correct answers to their concerns about the disposition of city property and funds. Although the emergency is formally over, it is not over for the UER facilitator until all accounting work is completed.

Evaluate the Effectiveness of the Response to the Emergency

Major emergency restoration work is seldom perfect. Superior performance should be praised, but ignoring things that did not go well or mistakes that could have easily caused injury or death is not wise. Mistakes must be addressed.

The UER facilitator is obligated to work with management in completing a review of the response to this emergency. That review should be factual and dispassionate. Lessons learned should be identified and submitted to MPUA for the benefit of all Members.

Mutual Aid Charges/Reimbursable Expenses

The terms and conditions governing reimbursement for any assistance provided under the Mutual Aid Program shall be in accordance with the following provisions:

1. **Personnel:** During the period of assistance, the assisting utility shall continue to pay its employees according to its prevailing rules and regulations. The utility receiving aid shall reimburse the assisting utility for all direct or indirect payroll

costs and expenses incurred during the period of assistance, including but not limited to, employee pensions and benefits as defined in Account No. 926 of the Uniform System of Accounts as prescribed by the Federal Energy Regulatory Commission.

2. **Equipment:** The assisting utility shall be reimbursed for the use of its equipment during the period of assistance according to either a pre-established hourly rate or according to the actual operation and maintenance expenses incurred.
3. **Material and Supplies:** The assisting utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance unless such damage is caused by negligence of the assisting utility's personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged, plus ten (10) percent of such cost. In the alternative, the parties may agree that the damaged utility will replace, with a like kind and quality as determined by the assisting utility, the materials and supplies used or damaged.
4. **Payment:** The assisting utility shall bill the utility receiving aid for all reimbursable expenses not later than forty-five (45) days following the return of all of the assisting Member's personnel and equipment to their regular place of work or assignment, or otherwise terminated through written or verbal notice of the requesting or assisting Member's UER Facilitator. The utility receiving aid shall pay the bill in full as directed by the assisting utility. The assisting utility must document sufficiently to support its claims for reimbursable expenses.

Insurance Coverage

Each public and/or private entity participating in the MPUA Mutual Aid Program shall be responsible for its own actions and those of its employees and is responsible for complying with its respective state's Workers' Compensation laws and motor vehicle financial responsibility laws. To the extent permitted by law and without further waiving sovereign or municipal immunity, each participating Member to this mutual aid program will be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this MPUA Mutual Aid Policy. Specifically, each City participating in the MPUA Mutual Aid Program, shall confirm with their insurance carrier that the city's insurance coverage continues for employees working outside their home city as long as that individual is working as an agent of his/her city and not in a freelance capacity.

In addition, the assisting city shall provide proof of insurance for automobiles, workers compensation, and general liability insurance. Each city should have in its file a letter from their own insurance carrier authorizing them to work under the guidelines of this mutual aid process, and that there will be no lapse in their insurance coverage either on employees, vehicles, or general liability. A city may satisfy this requirement through self-insurance and/or through one or more insurance policies.

In the event of an accident, insurance deductibles on vehicles are paid, up to a maximum of \$1,000, by the utility receiving services. These deductibles vary by policy.

Consistent with the principles of sovereign and municipal immunity, under no circumstances shall the assisting city, its officers or employees, be liable to the requesting city, its officers, employees, inhabitants, or others, for any damages arising in any way as a result of the rendering of such aid or the failure to respond to a call for such aid. Also, under no circumstances shall the city requesting aid be liable to the assisting city, its officers, employees, inhabitants, or others for any damage arising in any way from the response to such a request for aid or the rendering thereof. However, in the event of willful misconduct or recklessness by either the assisting city, the requesting city, their officers or employees, these limitations of liability shall not apply.

Participating City Assistance

It is a participating Member's individual responsibility to determine whether, in its sole discretion, responding to a mutual aid request for support is practicable and advisable. If a participating Member is called upon and determines that it is not practicable or advisable to respond to the request, the request and lack of response shall not constitute or establish a basis for any claim against any participating Member that fails or declines to respond.

Likewise, any participating Member, who has requested assistance, may decline such assistance in order to avoid excessive and unnecessary expenses or for any other reason the requesting Member, in its sole discretion, determines to decline such offered assistance.

The MPUA Mutual Aid Policy does not preclude participating Members from entering into supplementary and/or additional agreements for mutual aid with the State of Missouri, other states, other governmental and/or private entities.

MPUA Assistance

MPUA's sole responsibility is to facilitate the participation of Member cities in emergency assistance for their mutual benefit. MPUA receives no consideration as a result of this Agreement, and MPUA IS NOT RESPONSIBLE FOR ANY OF THE ASSISTANCE PERFORMED OR THE FAILURE TO PERFORM ASSISTANCE UNDER THIS PROCESS. Consequently, to the extent

permitted by law,² the assisted city shall indemnify and hold harmless MPUA for and against any claim brought against MPUA as a result of any assistance rendered or not rendered to the assisted city, and shall pay or reimburse MPUA for any and all costs, expenses and losses which are actually sustained or incurred by MPUA as a result of any assistance rendered or not rendered to the assisted city.

[REMAINDER OF PAGE LEFT BLANK]

² The Mutual Aid Agreement is a public “construction work” agreement for repair of utility structures between political subdivisions. Section 434.100, RSMo. applies to both public and private “construction work” agreements (§434.100.1, RSMo). The rule provided for in Section 434.100 does not apply to “a contract or agreement between state agencies or political subdivisions or between such governmental agencies.” (§434.100.2(3), RSMo.). In addition, §434.100.3 specifically states “[f]or purposes of this section, “construction work” shall include, but not be limited to, the construction, alteration, maintenance or repair of any building, structure, highway, bridge, viaduct, or pipeline, or demolition, moving or excavation connected with, and shall include the furnishing of... engineering, planning, or management services, or labor, materials or equipment, in connection with such work .” Indemnification is not prohibited by a political subdivision, including a municipality, when it arises out of a contract or agreement for “construction work.”

MPUA MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the signatories (hereafter referred to as “Party” or collectively as “Parties”) to the MPUA Mutual Aid Policy agrees as follows:

Whereas, the laws of the States of Missouri, Arkansas, Mississippi, and Nebraska provide that these public entities are empowered to make and enter into Mutual Aid Agreements with other public and private entities to more effectively allocate utility services, and other public safety services and resources during emergency situations;

Whereas, the Parties to this Agreement do not possess all of the necessary resources to cope with every possible emergency or disaster by themselves, and an efficient, effective response can best be achieved by the application and leveraging of the collective resources of the Parties;

Whereas, the Parties to this Agreement have determined that it is in their collective best interest to develop and implement comprehensive preparedness plans and conduct joint exercises in advance of a sudden and immediate need to enhance the efficiency and effectiveness of their response to any emergency or disaster;

Whereas, it is desirable that each of the Parties hereto, within their sole discretion, should provide aid and assistance to each other in the event of an emergency situation by the interchange and exchange of utility personnel, equipment, resources, and services; and

Whereas, it is necessary and desirable that this Mutual Aid Agreement be executed for the interchange and exchange of such mutual assistance to the Parties of the MPUA Mutual Aid Program.

Now, therefore, it is hereby agreed by and between each and all of the Parties hereto as follows:

1. Mutual Aid Voluntary: Participation in the MPUA Mutual Aid is completely voluntary. No Party is required to provide mutual aid, no Party is required to accept mutual aid under the MPUA Mutual Aid Policy and this Agreement.
2. Request For Aid: The requesting Party to this Agreement will make its request for mutual aid through the MPUA Mutual Aid Coordinator within a reasonable time after aid is needed and with reasonable specificity.
3. Compensation: The requesting Party agrees to compensate the Party providing the mutual aid as specified in the MPUA Mutual Aid Policy. This includes the period of time beginning with the departure of any personnel and/or equipment of the assisting Party from any point for the purpose of traveling to provide assistance exclusively to the requesting Party and ending on the return of all of the assisting Party’s personnel and equipment to their regular place of work or assignment, or otherwise terminated through written or verbal notice of the requesting or assisting Party’s UER Facilitator.
4. Discretionary rendering of aid: Rendering of mutual aid, pursuant to this Agreement, is entirely at the discretion of the Party who has been requested to provide mutual aid. This

Agreement of mutual aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal or state governments or upon receiving federal or state funds.

5. Invoice to the requesting Party: The assisting Party shall invoice for all reimbursable expenses, as set out in the MPUA Mutual Aid Policy, not later than forty-five (45) days following the return of all of the assisting Party's personnel and equipment to their regular place of work or assignment, or otherwise terminated through written or verbal notice of the requesting or assisting Party's UER Facilitator. The requesting Party, who received mutual aid, shall pay the invoice as directed by the assisting Party, who rendered aid.
6. Documentation of expenses: The assisting Party must document sufficiently all expenses to support its claims for reimbursement of such expenses.
7. MPUA Mutual Aid Policy controls: The Parties to this Agreement agree and acknowledge they have read the MPUA Mutual Aid Policy which the terms and conditions thereof control this Agreement. The Parties to this Agreement expressly agree to all terms and conditions contained in the MPUA Mutual Aid Policy on the date of each Party's final execution of this Agreement.
8. Insurance Requirements: Each Party participating in mutual aid shall be responsible for its own actions and those of its employees and is responsible for obtaining and maintaining the following insurance:
 - a. Workers Compensation: Each Party shall comply with its respective state's Workers' Compensation law, including extraterritorial coverage as required.
 - b. Automobile Liability Coverage: Each Party shall comply with its state's motor vehicle financial responsibility laws, including extraterritorial coverage as required.
 - c. General Liability Coverage: To the extent permitted by law, each Party shall be responsible for any and all claims demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement and in accordance with the MPUA Mutual Aid Policy.
9. Limitation of Liability: The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or third parties, and no third party or third parties shall have any right of action whatsoever hereunder for any cause whatsoever against any Party, including MPUA.
10. MPUA's Role: The Parties acknowledge MPUA's sole role is the facilitation and coordination of the Parties' efforts to render reciprocal mutual aid when such needs arise. The Parties further acknowledge that MPUA receives no consideration for its role in this program but has agreed to facilitate the program for the sole benefit of the Member cities.

- 11. Term of the Agreement: This Agreement shall become effective as to each individual participating Party when it is approved and executed by that Party. The Agreement shall remain in effect as between each and every Party until participation in this Agreement is terminated by the Party in writing. Termination of participation in this Agreement by a Party shall not affect the continued operation of this Agreement as between the remaining Parties. Any Party to this Agreement may terminate participation in this Agreement upon thirty (30) days written notice addressed to the MPUA Mutual Aid Coordinator.

- 12. Modification or Amendment: This MPUA Mutual Aid Agreement and/or the MPUA Mutual Aid Policy may be modified and/or amended in writing signed by all participating Members. Failure to agree to an amendment will result in that participating Member terminating this Agreement.

- 13. Counterparts: The Parties may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.

- 14. Execution of Agreement: Each Party hereto has read, agreed to, and executed this mutual aid Agreement on the date indicated. The executor of this Agreement states they have the necessary authority from their jurisdiction or entity to bind their respective jurisdiction or entity named herein, and that all proper municipal/entity approval(s) to enter into this Agreement have been granted and/or approved.

In Witness Whereof, this Agreement has been approved and executed, and is effective and operative as to each of the Parties, who fully execute this Agreement, as herein provided.

_____, Date _____
MPUA President & CEO

_____, Date _____
Signature and Title
City of _____

Attested by: _____, Date _____
Signature and Title

**Please send signed Agreement
and completed MPUA Mutual Aid Coordinator Reference Sheet to:**
MPUA
ATTN: Konda Bentley
2200 Maguire Blvd.
Columbia, MO 65201

MPUA MUTUAL AID COORDINATOR REFERENCE SHEET
(This sheet MUST accompany the signed Mutual Aid Agreement)

CITY OF _____

Designated Utility Emergency Response (UER) Facilitator Contact Information:

Name: _____

Address: _____

Office Phone: _____

Cell Phone: _____

Email: _____

Are there special provisions affecting overtime hours worked by your employees?

Yes _____

No _____

Please describe those provisions or terms: _____

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF _____,
MISSOURI, AUTHORIZING THE PRESIDENT OF THE BOARD OF PUBLIC WORKS
TO SIGN AN MPUA MUTUAL AID AGREEMENT.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF _____,
MISSOURI AS FOLLOWS:**

SECTION 1.

The City Council of the City of _____, Missouri hereby authorizes the President of the Board of Public Works to sign an MPUA Mutual Aid Program Agreement by and between the City of _____ and the Missouri Public Utility Alliance, a copy of which is attached hereto.

SECTION 2.

This ordinance shall be in full force and effect from and after its date of passage and approval.

PASSED AND APPROVED this _____ day of _____, 20_____.

1st. Reading: _____

2nd. Reading: _____

(seal)

, Mayor

ATTEST: _____
, City Clerk



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-44 An Ordinance of the City Council Vacating Approximately Seven Hundred Thirty Eight Square Feet of Drainage Easement Owned by the City of Republic (VACA 24-001).

Submitted By: Patrick Ruiz, Associate Planner

Date: July 16, 2024

Issue Statement

The BUILDS Department is requesting the vacation of approximately (738.45) square feet of Drainage Easement at 505 West Brookfield Street.

Discussion and/or Analysis

The BUILDS Department is requesting the vacation of approximately (738.45) square feet of Drainage Easement currently present on the site of the land owned by Apple Properties, LLC.

The referenced Drainage Easement is currently unused for the intended purpose of drainage. Vacating this easement would allow for more flexibility in the construction of a Multi-Family Residential Development Project. The redesign of future stormwater infrastructure and associated drainage easements will be reviewed and approved during the Building Permit Process.

Once vacated the easement will return the associated rights to the property owner, Apple Properties, LLC.

Recommended Action

The BUILDS Department recommends approval of the requested Drainage Easement Vacation.

AN ORDINANCE OF THE CITY COUNCIL VACATING APPROXIMATELY SEVEN HUNDRED THIRTY EIGHT SQUARE FEET OF DRAINAGE EASEMENT OWNED BY THE CITY OF REPUBLIC (VACA 24-001)

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, City staff have requested that Council vacate approximately 738.45 square feet of unoccupied drainage easement (“Proposed Vacated Area”) on property currently owned by the City located at 505 West Brookfield Street in the City of Republic; and

WHEREAS, the City previously submitted its application (“Application”) to vacate the Proposed Vacated Area to the Planning and Zoning Commission (“P&Z Commission”), which then set a public hearing on the Application for June 10, 2024; and

WHEREAS, on June 18, 2024, at least fifteen (15) days before the public hearing, the City published notice of the time and date of the public hearing in the *Greene County Commonwealth*, a newspaper of general circulation in the City; and

WHEREAS, the City gave notice of the public hearing to the record owners of all properties within 185 feet of the Proposed Vacated Area, including all properties adjacent to the Proposed Vacated Area; and

WHEREAS, the P&Z Commission conducted the public hearing on July 8, 2024, at which all interested parties were afforded the opportunity to present evidence or statement; and

WHEREAS, the P&Z Commission, by a vote of 5 Ayes to Zero Nays, recommended approval of the Application, and provided such recommendation along with its rendered written findings of fact to the Council; and

WHEREAS, having now reviewed the Application upon first and second read at its regular meeting on July 16, 2024, in accord with the provisions of City Charter Section 3.10(f), the Council finds all requirements for the Application are met and approves vacation of the Proposed Vacated Area as requested in the Application.

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

Section 1: The approximately 738.45 square feet of unoccupied drainage easement, more fully described in the Legal Description contained herein below, is hereby vacated, and the same shall revert to the affected owner(s) in the same proportion(s) as it was originally taken.

THAT CERTAIN AREA SHOWN AS THE PLATTED DRAINAGE EASEMENT OF LOT 9 OF WEST BROOK CENTRE, A RECORDED SUBDIVISION IN THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE PLATTED SOUTHWEST CORNER OF SAID LOT 9; THENCE, N01°54'47"E, ALONG THE PLATTED WEST LINE OF SAID LOT 9, A DISTANCE OF 5.11 FEET; THENCE, N35°08'20"E, A DISTANCE OF 48.56 FEET; THENCE, S54°51'40"E, A DISTANCE OF 15.00 FEET; THENCE, S35°08'20"W, A DISTANCE OF 45.15 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID LOT 9; THENCE, ALONG SAID SOUTH LINE FOR THE FOLLOWING TOW (2) DESCRIBED COURSES: THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 9.35 FEET, A CENTRAL ANGLE OF 02°58'35", ALONG A CHORD BEARING N86°15'27"W, A CHORD DISTANCE OF 9.35 FEET; THENCE, N88°30'55"W, A DISTANCE OF 5.07 FEET TO THE POINT OF BEGINNING.

Section 2: The City Clerk is hereby directed to record a certified copy of this Ordinance with the Recorder of Deeds for Greene County, Missouri.

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



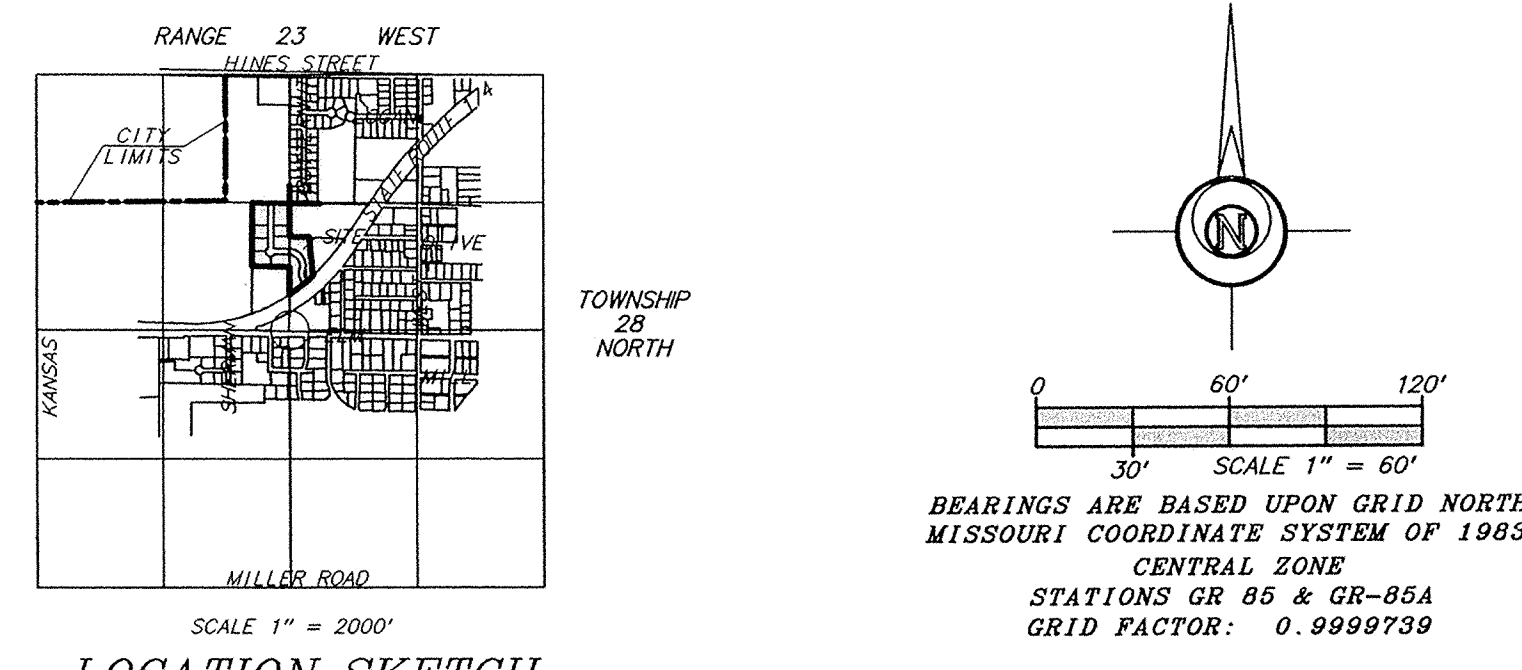
Megan McCullough, City Attorney

Final Passage and Vote:

FINAL PLAT WEST BROOK CENTRE A SUBDIVISION IN REPUBLIC, GREENE COUNTY, MISSOURI BEING PART OF THE SE1/4 OF THE NW1/4 AND PART OF THE SW1/4 OF THE NE1/4 SECTION 19, TOWNSHIP 28 NORTH, RANGE 23 WEST

OWNERS REX F. & MARGARET A. PITTMAN 5725 S FARM ROAD 57 REPUBLIC, MO 65738 ALBERT & LORIE LOUGH 9589 W. FARM ROAD 178 REPUBLIC, MO 65738

Record information including date (21 MAR 2005), page (1), and recording details.



BEARINGS ARE BASED UPON GRID NORTH MISSOURI COORDINATE SYSTEM OF 1983 CENTRAL ZONE STATIONS GR 85 & GR-85A GRID FACTOR: 0.9999739

LORIE LOUGH BOOK 2004 PAGE 040654-04

LOCATION SKETCH SECTION 19

BENCHMARK FEMA REFERENCE MARK #RM 7 CHISED SQUARE IN THE NORTHEAST CORNER OF THE NORTH HEADWALL ON THE CULVERT UNDER STATE HIGHWAY 174 100 FEET EAST OF THE INTERSECTION WITH WEST LAFAYETTE STREET ELEVATION = 1298.21

STATE PLANE COORDINATES FOR CONTROLLING CORNERS (METERS)

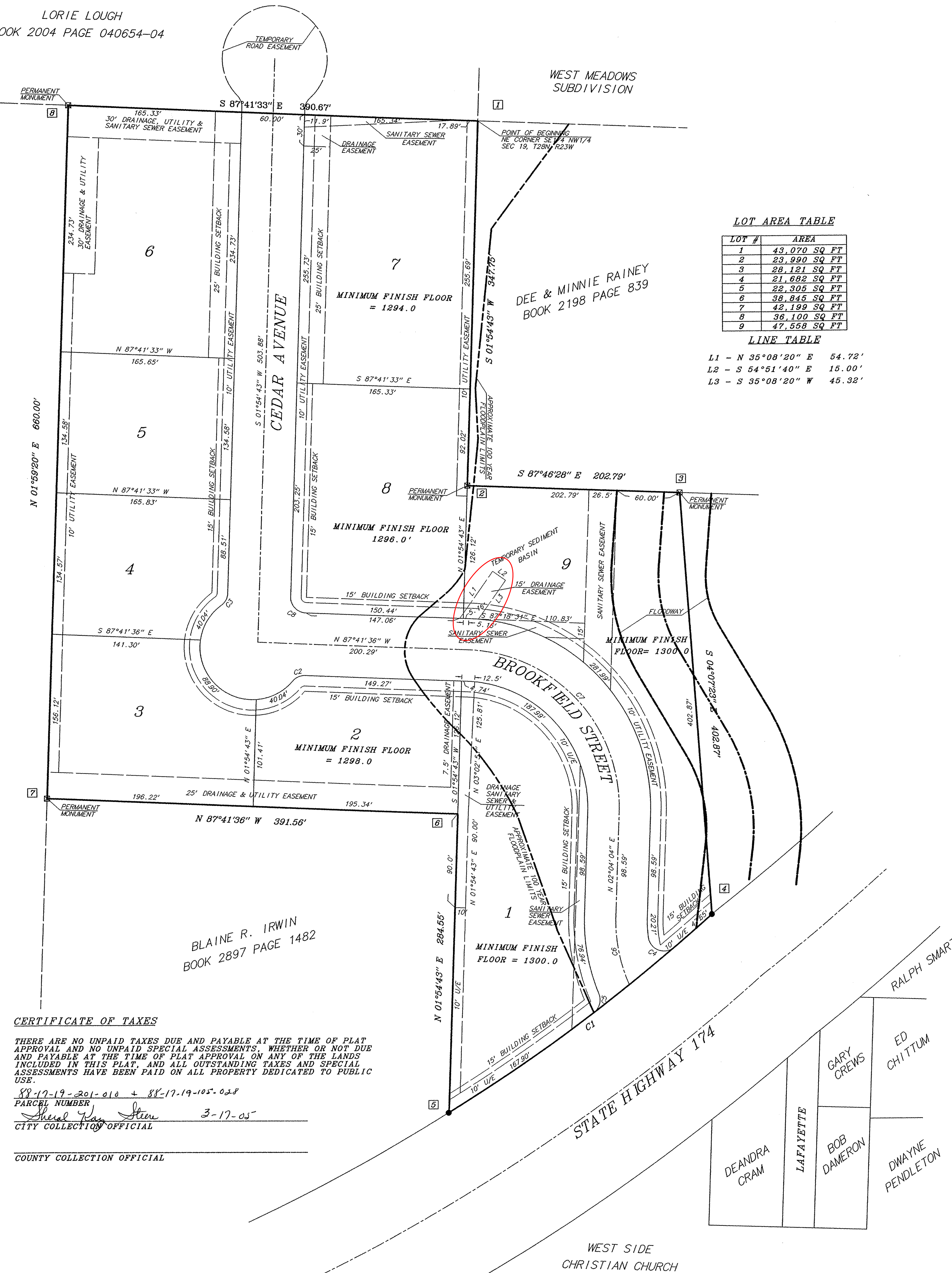
Table with 3 columns: CORNER #, NORTHING, EASTING. Lists coordinates for corners 1 through 8.

COORDINATES FOR GR 85 NORTHING= 144284.096 EASTING= 411361.965

CURVE TABLE

Table with 6 columns: CURVE #, DELTA, RADIUS, LENGTH, CHORD, TANGENT, CHORD BEARING. Lists data for curves C1 through C8.

GENERAL NOTES: TOTAL ACERAGE = 8.589 ACRES. TOTAL NUMBER OF LOTS = 9. PRELIMINARY PLAT APPROVED AS WEST BROOK CENTRE WEST BROOK CENTRE PRELIMINARY PLAT APPROVED 03-06-2003 BY THE PLANNING AND ZONING COMMISSION AND 03-13-2003 BY THE BOARD OF ALDERMEN. SOURCE OF TITLE = BOOK 2003 PAGE 073398-03 BOOK 3019 PAGE 1985. PART OF THIS PROPERTY IS IN A DESIGNATED FLOOD PLAIN AS IDENTIFIED AS IDENTIFIED BY FEMA COMMUNITY PANEL NUMBER 290148 0001 B (6-04-1980) NO FENCES, PLANTINGS OR OBSTRUCTIONS OTHER THAN MAILBOXES PERMITTED WITHIN THE LIMITS OF ANY RIGHT OF WAY OR DRAINAGE EASEMENT. NO STRUCTURES ARE TO BE BUILT BETWEEN THE RIGHT OF WAY LINE AND BUILDING SETBACK LINE (EXCEPT AS ALLOWED BY REPUBLIC ZONING CODE, SECTION 406.940-944) MAINTENANCE OF THE AREA REFERRED TO AS DRAINAGE EASEMENT IS THE RESPONSIBILITY OF THE LOT OWNER. PERMANENT MONUMENTS ARE 24" - 5/8" IRON PINS WITH 2" DIAMETER ALUMINUM CAPS MARKED WITH LS 314-D. LOT CORNERS ARE 18" - 5/8" IRON PINS WITH RED PLASTIC CAPS MARKED WITH LS-314D. BEARINGS ON CENTER OF STREETS ARE THE SAME AS ADJACENT LOT LINE BEARINGS. LARGEST LOT = LOT 9 47,558 SQ. FT. SMALLEST LOT = LOT 4 21,682 SQ. FT. NO ACCESS TO STATE HIGHWAY 174 FROM LOTS 1 AND 9. BUILDING SETBACKS: FRONT 15', REAR 15', SIDE (STREET) 15', SIDE (INTERIOR) 6'.



LOT AREA TABLE

Table with 2 columns: LOT #, AREA. Lists lot numbers 1-9 and their respective areas in square feet.

LINE TABLE

Table with 2 columns: LINE #, BEARING AND DISTANCE. Lists line numbers L1-L3 and their bearings and distances.

BLAINE R. IRWIN BOOK 2897 PAGE 1482

CERTIFICATE OF TAXES 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. PARCEL NUMBER 88-17-19-201-010 + 88-17-19-105-028 CITY COLLECTION OFFICIAL [Signature] 3-17-05

COUNTY COLLECTION OFFICIAL

CERTIFICATE OF COMPLIANCE WITH ZONING AND SUBDIVISION REGULATIONS: I, Charles Orsine, CITY PLANNER OF THE CITY OF REPUBLIC, MISSOURI, DO HEREBY CERTIFY ON THE 18 DAY OF March, 20 05, THE FINAL PLAT OF WEST BROOK CENTRE CONFORMS TO THE CITY OF REPUBLIC LAND USE REGULATIONS, IN ACCORDANCE WITH TITLE IV OF THE REPUBLIC CODE OF ORDINANCES. [Signature] 3/18/05 DATE CITY PLANNER

LEGAL DESCRIPTION: ALL THAT PART OF THE SE1/4 OF THE NW1/4 AND ALL THAT PART OF THE SW1/4 OF THE NE1/4 OF SECTION 19, TOWNSHIP 28 NORTH, RANGE 23 WEST, CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SAID SE1/4 OF THE NW1/4; THENCE SOUTH 01 DEGREES 54 MINUTES 43 SECONDS WEST, WITH THE EAST LINE OF SAID SE1/4 OF THE NW1/4, 347.76 FEET; THENCE SOUTH 87 DEGREES 46 MINUTES 28 SECONDS EAST, 202.79 FEET; THENCE SOUTH 04 DEGREES 07 MINUTES 23 SECONDS EAST, 402.87 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 174; THENCE SOUTHWESTERLY, WITH SAID NORTHERLY RIGHT-OF-WAY LINE, THROUGH A CURVE TO THE RIGHT HAVING A RADIUS OF 1855.06 FEET, A DELTA OF 09 DEGREES 47 MINUTES 35 SECONDS, AN ARC LENGTH OF 319.66 FEET AND A CHORD WHICH BEARS SOUTH 53 DEGREES 24 MINUTES 16 SECONDS WEST, A CHORD LENGTH OF 319.27 FEET; THENCE NORTH 01 DEGREES 54 MINUTES 43 SECONDS EAST, LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, 284.55 FEET; THENCE NORTH 87 DEGREES 41 MINUTES 36 SECONDS WEST, 391.56 FEET; THENCE NORTH 01 DEGREE 54 MINUTES 43 SECONDS EAST, 680.00 FEET TO THE NORTHERLY LINE OF SAID SE1/4 OF THE NW1/4; THENCE SOUTH 87 DEGREES 41 MINUTES 36 SECONDS EAST, WITH SAID NORTH LINE, 390.87 FEET TO THE POINT OF BEGINNING, CONTAINING 8.589 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD.

DEDICATION: WE, ALBERT & LORIE LOUGH, HUSBAND AND WIFE, AND REX F. & MARGARET A. PITTMAN, OWNERS AND DEVELOPERS OF SAID REAL ESTATE DESCRIBED AND SHOWN HEREON, DO HEREBY CERTIFY THAT WE HAVE CAUSED SAID REAL ESTATE TO BE SURVEYED, DIVIDED, MAPPED AND ALL ACCESS RIGHTS RESERVED AND DEDICATED AS REPRESENTED ON THE PLAT. I HEREBY DEDICATE, GRANT AND CONVEY THE OPENS SPACE COMMON AREAS AND PUBLIC RIGHTS-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 WANT GENERALLY AND SPECIALLY THE PROPERTY CONVEYED FOR PUBLIC USE AND WILL EXECUTE SUCH FURTHER ASSURANCES AS MAY BE REQUIRED. IN WITNESS WHEREOF, WE, AS SOLE OWNERS, HAVE HERUNTO SET OUR HAND AND AFFIXED OUR SEAL. [Signatures and dates for Albert Lough, Loree Lough, Rex F. Pittman, Margaret A. Pittman]

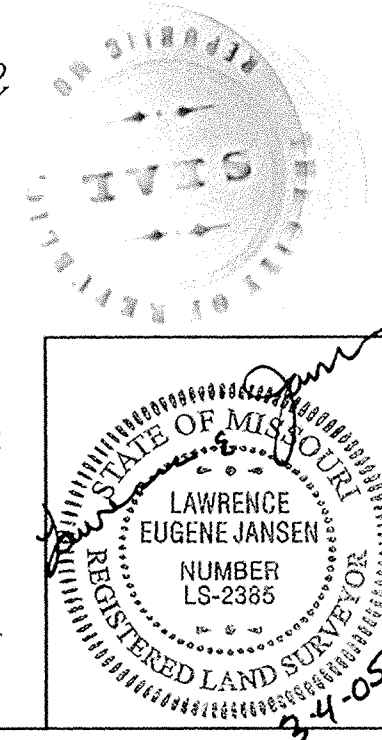
ACKNOWLEDGMENT STATE OF MISSOURI COUNTY OF GREENE ON THE 9 DAY OF March, 20 05, BEFORE ME PERSONALLY APPEARED ALBERT LOUGH AND LORIE LOUGH, HIS WIFE, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED. IN WITNESS WHEREOF, I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN Greene County, MISSOURI, THE FIRST DAY WRITTEN ABOVE. NOTARY PUBLIC: [Signature] PRINT NAME: Wendy L. Brown MY COMMISSION EXPIRES: 11-27-05

ACKNOWLEDGMENT STATE OF MISSOURI COUNTY OF GREENE ON THE 9 DAY OF March, 20 05, BEFORE ME PERSONALLY APPEARED REX F. PITTMAN AND MARGARET A. PITTMAN, HIS WIFE, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED. IN WITNESS WHEREOF, I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN Greene County, MISSOURI, THE FIRST DAY WRITTEN ABOVE. NOTARY PUBLIC: [Signature] PRINT NAME: Wendy L. Brown MY COMMISSION EXPIRES: 11-27-05

CERTIFICATE OF APPROVAL BY BOARD OF ALDERMEN I, [Signature], CITY CLERK OF THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF WEST BROOK CENTRE WAS PRESENTED TO AND ACCEPTED AND APPROVED BY THE BOARD OF ALDERMEN OF SAID CITY OF REPUBLIC, AND APPROVED BY GENERAL ORDINANCE NO. 05-13 ON THE 14th DAY OF February, 20 05. [Signature] CITY CLERK

KNOW ALL MEN BY THESE PRESENTS THAT I, LAWRENCE E. JANSEN, DO HEREBY DECLARE THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED, AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREON WERE PLACED UNDER THE PERSONAL SUPERVISION OF LAWRENCE E. JANSEN LS 2385 IN ACCORDANCE WITH THE MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF REPUBLIC, GREENE COUNTY, MISSOURI. [Signature] 3-4-05 DATE

Professional information for Zark Mountain Consultants Engineers & Surveyors Inc., including job number (0208-035), date (12-29-2004), and contact details.



Owner/Applicant
Apple Properties, LLC

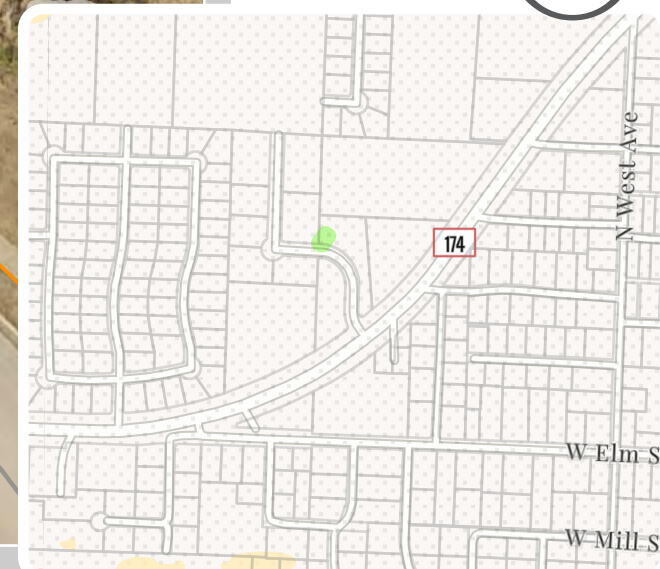
ADDRESS
505 W. Brookfield St.

ZONING
R-3 | REQUESTED: N/A

PIN
1719105081

WARD
2

ACREAGE
1.09



505 W. BROOKFIELD ST.
VACA 24-001 | VACATION

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

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:

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:

No problems, no concerns.

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:

07/08/2024

Time:

6:00

Type of Application:

Vacation

Name of Applicant:

505 W Brookfield St (VAC 24-001)

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:

Drainage easement vacation - Not needed in its current form

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

Approval Denial

Commissioner Name:

Brian Dabrava

Commissioner Signature:

[Signature]

Date:

7-8-24

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:

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:

o Drainage easement will be addressed if anything is built on it.

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: 24-45 An Ordinance of the City Council Authorizing the City Administrator to Execute a Mutual Aid Agreement with the Missouri Public Utility Alliance.

Submitted By: Steffi Weaver, BUILDS Department

Date: July 16, 2024

Issue Statement

The City of Republic, Missouri wishes to execute a revised mutual aid agreement with the Missouri Public Utility Alliance.

Discussion and/or Analysis

The Missouri Public Utility Alliance (MPUA) serves as a resource for municipalities and allows members to offer assistance to other municipalities in the event of an emergency that disrupts normal utility service. The City of Republic has been a member of MPUA since 2012 (Ordinance 12-55) and executed a revised agreement in 2017 (Ordinance 16-28). This newly revised mutual aid agreement outlines the following changes:

- Allows MPUA line crew and all out-of-state members to participate.
- Removal of the arbitration section allowing for other legal remedies to settle disputes.
- Adds insurance requirements for workers compensation, auto liability, and general liability.
- Includes policy limits on claims, suits, damages, etc. for those providing mutual aid OR not participating.

The Federal Emergency Management Agency (FEMA) requires that cities have a mutual aid agreement in place before a disaster occurs. Without it, FEMA will not reimburse for the first eight (8) hours of recovery costs.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A MUTUAL AID AGREEMENT WITH THE MISSOURI PUBLIC UTILITY ALLIANCE

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

WHEREAS, the Missouri Public Utility Alliance (“MPUA”) offers assistance for municipal utility members in the event of an emergency that affects the operation of their respective utilities; and

WHEREAS, the City has been a member of MPUA since 2012 (via Ordinance No. 12-55) and last revised its agreement with MPUA in 2017 (via Ordinance No. 16-28); and

WHEREAS, the mutual aid agreement with MPUA helps the City to ensure it has prompt assistance with restoration efforts for electric, water, wastewater, and natural gas utilities, in the event of an emergency; and

WHEREAS, the Federal Emergency Management Agency (“FEMA”) requires cities to have a mutual aid agreement in place before a disaster occurs; otherwise, FEMA will not reimburse for the first eight (8) hours of recovery costs incurred; and

WHEREAS, the City wishes to revise its agreement with MPUA to add certain terms relating to insurance requirements and limits, the removal of arbitration as the sole dispute resolution method and expands the participating member pool; and

WHEREAS, upon review of all materials submitted and consideration of City staff presentation and recommendations, the Council finds it in the best interest of the City to authorize execution of the new mutual aid agreement with MPUA, as it will help to ensure continuity of support to the City in the event of an emergency under additional terms that are beneficial to the City.

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

- Section 1:** The City Administrator or his/her designee, on behalf of the City, is hereby authorized to execute a new Mutual Aid Agreement with the Missouri Public Utility Alliance to ensure the continuation of support to the City in the event of an emergency that affects the operation of the parties’ respective utilities, said agreement to be in substantially the same form as that attached hereto and labeled “Attachment 1.”
- Section 2:** The City Administrator, or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 3:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 4:** The provisions of this Ordinance are severable, and if any provisions hereof are declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



2200 Maguire Boulevard
 Columbia, MO 65201
 main 573-445-3279
 fax 573-445-0680
 MPUA.org

memo

TO: Municipal Members
 FROM: Mark Mustain
 SUBJECT: **Mutual Aid Program**
 DATE: December 19, 2023

Rapid emergency restoration help is one call away for electric, water, wastewater, and natural gas utilities. The MPUA Mutual Aid Program is designed to be utilized under conditions when time is of the essence to save lives, prevent human suffering, and/or mitigate property damage following an emergency. With necessary updates recently made to the Program, your governing body will need to authorize participation in the Program and the MPUA Mutual Aid Agreement will need an authorized signature even if you've done this in the past. The current Agreement will expire **August 1, 2024**. To maintain long-standing mutual aid service and business continuity of the mutual aid program, I strongly encourage you to take action as part of an overall preparedness plan to assist in your recovery effort in the event of an emergency.

A summary of the changes to the Program are as follows.

- Allows MPUA line crew and all out-of-state members to participate.
- Removal of the arbitration section allowing for other legal remedies to settle disputes.
- Adds insurance requirements for workers comp, auto liability, and general liability.
- Includes policy limits on claims, suits, damages, etc. for those providing mutual aid OR not participating.

The Federal Emergency Management Agency (FEMA) requires that cities have a mutual aid agreement in place before a disaster occurs. Without it, FEMA will not reimburse for the first 8 hours of recovery costs.

Moreover, Mutual Aid assistance helps your utility restore service quickly after a natural disaster or emergency. Round-the-clock recovery efforts are taxing; assistance provides relief to your municipal utility staff. Participation in Mutual Aid shows your customer-owners that you are committed to service reliability.

MPUA's Mutual Aid Network has proven strong when neighboring electric systems were torn by tornados, ice storms, floods, and other disasters.

Hometown water, wastewater and natural gas systems can also rely on the same emergency restoration and backup from neighboring communities when operations are threatened by a natural disaster or catastrophic equipment or plant failure.

For those of you who have signed the APPA Mutual Aid Agreement, it remains in effect as a separate agreement to request/provide resources beyond the MPUA membership. Now is the time to sign this Agreement as well if you haven't already done so.

Please contact me at: mmustain@MPUA.org 573-682-4478 if you have questions about the updated MPUA Mutual Aid Program/Agreement.

Thank you, Mark Mustain

Page left intentionally blank

Mutual Aid Policy & Procedures



2200 Maguire Blvd.
Columbia, MO 65201
573-445-3279 ~ 573-445-0680 (fax)
MPUA.org

Table of Contents

	Page
Utility Mutual Aid Policy.....	2
Process for Participation in Mutual Aid	4
When You Plan	4
Before You Call	7
Call The MPUA Mutual Aid Coordinator.....	7
What Happens When You Get A Call For Help	7
When You Respond With Help.....	8
When The Emergency Is Over	9
Mutual Aid Charges/Reimbursable Expenses	9
Insurance Coverage	10
Participating City Assistance.....	11
MPUA Assistance	11
Mutual Aid Agreement.....	13
MPUA Mutual Aid Coordinator Reference Sheet.....	16
Sample Ordinance for MPUA Mutual Aid Policy and Agreement	17

Missouri Public Utility Alliance Mutual Aid Policy

The Missouri Public Utility Alliance (“MPUA”), an independent interlocal body corporate and politic pursuant to §§ 70.210 through 70.320, RSMo., determined a need exists for its municipal utility members to offer assistance to each other in the event of an emergency that affects the operation of their respective utilities. The MPUA Mutual Aid Policy allows only the Missouri, Arkansas, Mississippi, and Nebraska municipal utility MPUA Members, the MPUA RSC, (hereafter, “MPUA Member(s)” or “Member(s)”) to participate in this program.

These public entities are empowered to make and enter into mutual aid agreements with other public and private agencies within and without the state for reciprocal emergency aid.¹ Mutual aid agreements establish the terms under which one party sends resources (i.e. personnel, teams, facilities, equipment and supplies) to another party. The MPUA Mutual Aid Policy is designed to allow MPUA Members, to their mutual benefit, to obtain assistance, account for, order, and mobilize outside resources efficiently and effectively. This Policy is designed to support and aid MPUA Members in building secure and resilient utility systems.

Benefits of joining the MPUA Mutual Aid program rather than simply having a verbal agreement are as follows:

- a. An oral agreement may not satisfy applicable legal requirements,
- b. Oral agreements inevitably lack sufficient detail to account for the various scenarios that can develop in emergency situations,
- c. Oral agreements often result in misunderstandings between the participating entities which in turn may create ill will between the parties possibly compromising the effectiveness of the plan,
- d. Oral agreements greatly increase the exposure of participating entities to civil liability arising from rendering or receiving aid, and
- e. Finally, participating entities would not qualify for disaster relief from FEMA because FEMA requires local mutual assistance programs to be in writing and appropriately authorized.

This Policy manual does not provide legal authority or direction and does not supersede MPUA Members’ applicable legal authorities or the constraints of those authorities having jurisdiction. MPUA Members should consult with their applicable legal authorities before entering into this, or any other, mutual aid agreement.

You Are Part of a Team

As a Member of MPUA, you are part of a team. Along with your fellow Member municipal utilities, you may either request or provide emergency assistance when a natural disaster or emergency threatens service to the customers. All mutual aid is completely voluntary. A Member utility may accept or decline aid from any other participating Member. An actual disaster

¹ See Missouri §44.090, RSMo., Arkansas §12-75-119(i) A.C.A., Mississippi §33-15-19, Miss. Code Ann., and Nebraska §81-829.48(2), R.R.S. Neb. **NOTE: Nebraska law requires the Nebraska Governor’s approval for such mutual aid agreements with cities and entities outside the State of Nebraska.**

declaration is not necessary to utilize this mutual aid program. When a participating Member utility finds itself in a situation lacking the necessary resources to meet an emergency, such member can turn to the MPUA Mutual Aid Program to help provide the needed economic and logistical efficiencies to support any gaps in resources and capability. It is this spirit of cooperation, neighbor helping neighbor, that has given strength and reliability to the MPUA member utility systems for many years.

The following information will serve as standard procedure, under the MPUA Mutual Aid Policy, whenever emergency assistance is needed. Please read it carefully so you will be able to place a call for help or respond to one in the event of an emergency. Should your utility require emergency assistance and if you need help making calls for aid, the MPUA Mutual Aid Coordinator will provide communication support. Depending on the extent of the emergency or your city location within the mutual aid region, utilities from outside your region may also be called upon to assist you.

The Time to Prepare is Now

A municipal utility's degree of preparedness will have a direct effect on the success of your recovery effort in the event of an emergency. The time for planning is before the emergency occurs. The MPUA Mutual Aid Program is designed to be utilized under conditions when time is of the essence to save lives, prevent human suffering, and/or mitigate property damage following an emergency. Take the time to read the suggested steps in this manual and implement the advanced planning necessary to secure your utility against a natural disaster, accident or other emergency. Some important preparedness steps you should take are as follows:

1. Designate a Utility Emergency Response Facilitator.
2. Utility staff should be familiar with all elements of the MPUA Mutual Aid Policy.
3. Train employees in their emergency roles during an emergency and rehearse mock disasters.
4. Establish protocols for communication, including pre-arranged communication frequencies and procedures which will be critical for effective execution. These protocols may include guidance on data services, backup systems and common alerting protocols that are necessary to establish on the scene coordination and communications for multijurisdictional responses.
5. Maintain an inventory of essential equipment. Keep an open purchase order with various vendors for use in emergency situations to avoid delays caused by the need for purchase authorization.
6. Assess the utility's vulnerable areas and make regular improvements to minimize these weaknesses.
7. Organize off-site backup systems for important utility functions, including computer programs and record keeping.

Restoration and Protection Through Mutual Aid

Planning for an emergency before it happens will not prevent the emergency from occurring. It will, however, enable an effective response to more effectively to minimize property damage and even save lives. Cooperation with Member municipal utilities through MPUA will ensure that your utility has the resources it needs to respond expeditiously and efficiently to restore your utility system, thereby protecting your customers and your community.

Process for Participation in Mutual Aid

To become a participating Member of the MPUA Mutual Aid Program the following is required prior to any request for assistance under the program:

1. The MPUA Member will pass by ordinance or resolution authorization for the MPUA Member to enter into the MPUA Mutual Aid Program (See Sample Ordinance at page 17 herein);
2. For Nebraska cities only, the MPUA Member will provide written verification of the Nebraska Governor's approval to enter into this out of state agreement pursuant to §81-829.48(2), R.R.S. Neb.;
3. The MPUA Member's executive officer will then execute the MPUA Mutual Aid Agreement (attached hereto and incorporated by reference);
4. The MPUA Member will provide MPUA with an executed copy of the MPUA Mutual Aid Agreement; and
5. The MPUA Member will provide, and update annually on January 2 of each successive year, the contact information for the individual designated as the Member's representative, the Utility Emergency Response (UER) Facilitator who shall be the person in the event of needed aid will be the contact person between the Member requesting aid and the Members rendering aid.

When You Plan

Put Your Plan in Writing

Develop a written plan for your utility to be used in the event of a natural disaster, accident, or other community emergency. Put it in writing; don't leave it as an undocumented idea. Once a strategy has been mapped out, it can be shared with employees and others in the community such as local fire, police, and EMS departments. This will allow them to prepare for their roles in an emergency recovery effort and provide a more rapid and effective response.

Determine Your System's Most Vulnerable Areas

Identify and describe the parts of your system that are the most susceptible to damage. Influences such as extreme weather, including high winds and flooding, highway traffic, construction areas and fire hazards from gasoline can threaten your utility's security.

Don't neglect the protection and recovery of utility business records, legal and financial documents and personnel records.

Establish Priorities for Service in the Community

In the event of a widespread outage, a priority system will be needed for reestablishing service to customers in your community. Who will have the primary responsibility for identifying those customers to receive service first, particularly in winter weather? Analyze the most critical needs among customers and develop a priority system to clarify choices on service assignments during an outage.

Make an Inventory of Available Materials and Services

Evaluate the type of equipment and supplies your utility will need in an emergency. Maintain an inventory of essential equipment. Keep an open purchase order with various local merchants and other industry vendors for use in emergency situations to avoid delays caused by the need for purchase authorization. Develop a list of resources available in the community, such as generators, welders, and trucks. Update the list regularly.

Review and Rehearse Your Recovery Plan With Employees

Discuss with employees the details of the utility's emergency recovery plan. Repairs will begin faster and downtime will be minimized if employees have been trained in emergency response procedures.

Plan in Detail

The following list includes important elements in any emergency recovery program. Before the appropriate planning can begin, a Utility Emergency Response (UER) Facilitator must be designated.

This individual should have the authority to declare when an emergency exists, to direct the service restoration activities during that emergency and to terminate the emergency. The UER facilitator may have to initiate action at any time. Utility management should formally delegate sufficient authority to this person to allow the effective exercise of emergency response duties. This is an important condition, since the UER facilitator may have to contact other city departments, contractors, other electric utilities, suppliers, etc.

Advanced planning should include the following:

1. **Utility Command Center:** An operations center for dispatching work will need to be staffed throughout any emergency recovery operation. The center will:
 - a. take calls and complete outage sheets.
 - b. establish priorities for service.
 - c. communicate with workers and dispatch crews.
 - d. track work in progress.
 - e. coordinate clean-up activities for scattered outages after utility services have been restored.
 - f. track costs associated with recovery procedures.
 - g. provide public information. Personnel should be designated for releasing information to the public. Statements concerning the emergency recovery in

progress should be issued only by those individuals authorized to represent the utility. At this point, it may be advantageous to involve the city's governing body members in this process.

2. **Communication System:** Radio communication is a valuable timesaver in directing work within your city. As necessary, make arrangements with the local radio supplier to provide handheld radios tuned to a common frequency for use by crews. Today, cellular phones are also a valuable tool in the communication system, but depending on the nature of the emergency may be unavailable. Establish a line of command. This will ensure all crews know who is in charge and whom they can go to for direction/assistance.
3. **Fuel and Vehicle Maintenance:** Without power, fuel for utility vehicles, including those arriving from other utilities, may not be available from local gas service stations. Arrangements for fuel deliveries via tank truck from a petroleum dealer should be planned.

If fuel is stored at the utility in above-ground storage tanks, theft protection may need to be added. Also, in the event of a mechanical breakdown, a truck mechanic should be on call.

4. **Traffic Control and Auxiliary Lighting:** Advanced arrangements should be made with local police and fire departments to provide traffic control and auxiliary lighting to crews working in high traffic areas of darkness.
5. **Maps:** System and substation maps, laminated for use outside, will be helpful to crews in understanding the following:
 - a. Where work is to be performed;
 - b. Extent of damage; and
 - c. Source of supply, direction of feed and location of sectionalizing equipment.
6. **Food, Lodging and Support Services for Crews:** The damaged utility shall have the responsibility of providing food and housing for the personnel of the assisting utility from the time of their arrival at the designated location to the time of their departure.

There is a limit to the length of time crews can work effectively and safely without sleeping. Supervisors need to watch workers for symptoms of severe fatigue and provide an opportunity for rest. Other support services that may be necessary for outside work crews are:

- a. cash for workers' expenses.
- b. check cashing arrangements.
- c. telephone service.
- d. laundry service.
- e. local transportation.

Before You Call

Survey the Damage

Survey the location and severity of damage to your system before calling to request help.

Make a Quick Inventory of Specific Needs

Put together a short list of specific personnel, equipment, and materials you will need before you place a call. Identify areas of need (i.e. substations, transformer banks, distribution, service connections and pressure regulating stations), and the jobs for which you need assistance. This is essential to avoid unneeded personnel, equipment, and resources being sent.

Call The MPUA Mutual Aid Coordinator

If the situation is such that you cannot make calls for assistance yourself, call the MPUA Mutual Aid Coordinator. If telephone or normal radio contacts cannot be made, utilize the State Highway Patrol or County Sheriff to request help.

- Describe:**
- The nature of the emergency in your community.
 - Type of help, equipment, and number of crews your utility requires.
 - Other sources of help already contacted, such as neighboring utilities or private contractors.
 - Detail will alleviate and discourage the deployment of unnecessary resources.
- Indicate:**
- Where crews should report when they arrive in your city.
 - Estimated time (hours, days) crews will be needed.
- Establish:**
- Person who will serve as the Utility Emergency Response (UER) Facilitator, and the phone number to receive calls from the MPUA Mutual Aid Coordinator.
 - Time when you will re-contact the MPUA Mutual Aid Coordinator if incoming calls to your utility are not possible.

What Happens When You Get A Call For Help

- Contact:**
- Initial call will come from the MPUA Mutual Aid Coordinator. A utility representative should be designated to receive calls as part of the MPUA Mutual Aid Program. Both a primary and a backup representative should be identified in the event help is needed on weekends or after regular working hours.
- Response:**
- The decision to respond to the call for help is completely voluntary. Each participating Member may decide to offer assistance or may decide not to offer assistance. That decision is completely at the discretion of the utility receiving the call for help.

- Advise:**
- Responding Member will advise the MPPA Mutual Aid Coordinator AND the requesting Member (if possible) of its availability and the personnel, equipment, material, or other resources it can provide and for what period of time.
 - Requesting Member will then advise the number and type of personnel, equipment, material, or other resources that are needed along with an estimate as to the period of time (days, weeks) they will be needed.
- Determine:**
- Which personnel and what equipment, materials, and/or resources will be sent.
 - Give the requesting Member (if possible) AND the MPPA Mutual Aid Coordinator the names of utility personnel who will be sent to assist a neighboring community. Be specific. Explain in detail what equipment will be taken, e.g. aerial devices, digger derricks, poles, transformers, backhoes, welders, etc.
- Provide:**
- Responding Member will provide Certificates of Insurance to the requesting Member utility.
- Establish:**
- Day and time for personnel and equipment to be provided.
 - Location responding personnel and equipment are to report for service assignments.
 - Name of person responding Member is to contact, along with that person's contact information.
 - Address, and person (if applicable) that the responding Member is to send its invoice following the rendering of aid.
- Confirm:**
- Directions for Travel and Where crews are to report. In the event main roads into and in a community are closed, determine what route is available for travel.

When You Respond With Help

Estimate Time Involved for Your Utility Personnel

Utility crews will need to know the approximate time they will need to be away from home. If an overnight stay is anticipated, workers should plan appropriately and include personal items for an extended work schedule.

Share Information with Your Utility Personnel Before They Depart

Don't assume workers understand the nature of their roles in the mutual aid program. Explain your utility's involvement in the MPPA Mutual Aid Program and specifically what duties your workers will be expected to perform. Provide them with information on where to report once they arrive in the neighboring community.

Document Time and Cost

Mutual aid assistance is provided according to the principles specified under “Mutual Aid Charges/Reimbursable Expenses”. Document time and materials used by your utility personnel so reimbursement can be made by the assisted utility.

When The Emergency Is Over

Terminate Emergency Operations

At some time, the greater portion of the system will have been restored to service. Meanwhile, the normal business of the utility has been on hold. At that time, the UER facilitator should formally terminate the emergency operation and return workforces and resources to normal operation. However, some restoration work may still be required as crew time is available.

Accounting Reconciliation

During the challenge of restoring the integrity of the utility’s systems, inventory may shrink unnoticed. Proper accounting of material, labor, food, fuel, and a host of other items may be neglected because the personnel who normally monitor these facets of operation are assisting in the all-out effort to restore essential utility services.

However, a day of reckoning will come especially for the public body. The UER facilitator must be a ready resource person to whom the accounting section can look for correct answers to their concerns about the disposition of city property and funds. Although the emergency is formally over, it is not over for the UER facilitator until all accounting work is completed.

Evaluate the Effectiveness of the Response to the Emergency

Major emergency restoration work is seldom perfect. Superior performance should be praised, but ignoring things that did not go well or mistakes that could have easily caused injury or death is not wise. Mistakes must be addressed.

The UER facilitator is obligated to work with management in completing a review of the response to this emergency. That review should be factual and dispassionate. Lessons learned should be identified and submitted to MPUA for the benefit of all Members.

Mutual Aid Charges/Reimbursable Expenses

The terms and conditions governing reimbursement for any assistance provided under the Mutual Aid Program shall be in accordance with the following provisions:

1. **Personnel:** During the period of assistance, the assisting utility shall continue to pay its employees according to its prevailing rules and regulations. The utility receiving aid shall reimburse the assisting utility for all direct or indirect payroll

costs and expenses incurred during the period of assistance, including but not limited to, employee pensions and benefits as defined in Account No. 926 of the Uniform System of Accounts as prescribed by the Federal Energy Regulatory Commission.

2. **Equipment:** The assisting utility shall be reimbursed for the use of its equipment during the period of assistance according to either a pre-established hourly rate or according to the actual operation and maintenance expenses incurred.
3. **Material and Supplies:** The assisting utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance unless such damage is caused by negligence of the assisting utility's personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged, plus ten (10) percent of such cost. In the alternative, the parties may agree that the damaged utility will replace, with a like kind and quality as determined by the assisting utility, the materials and supplies used or damaged.
4. **Payment:** The assisting utility shall bill the utility receiving aid for all reimbursable expenses not later than forty-five (45) days following the return of all of the assisting Member's personnel and equipment to their regular place of work or assignment, or otherwise terminated through written or verbal notice of the requesting or assisting Member's UER Facilitator. The utility receiving aid shall pay the bill in full as directed by the assisting utility. The assisting utility must document sufficiently to support its claims for reimbursable expenses.

Insurance Coverage

Each public and/or private entity participating in the MPUA Mutual Aid Program shall be responsible for its own actions and those of its employees and is responsible for complying with its respective state's Workers' Compensation laws and motor vehicle financial responsibility laws. To the extent permitted by law and without further waiving sovereign or municipal immunity, each participating Member to this mutual aid program will be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this MPUA Mutual Aid Policy. Specifically, each City participating in the MPUA Mutual Aid Program, shall confirm with their insurance carrier that the city's insurance coverage continues for employees working outside their home city as long as that individual is working as an agent of his/her city and not in a freelance capacity.

In addition, the assisting city shall provide proof of insurance for automobiles, workers compensation, and general liability insurance. Each city should have in its file a letter from their own insurance carrier authorizing them to work under the guidelines of this mutual aid process, and that there will be no lapse in their insurance coverage either on employees, vehicles, or general liability. A city may satisfy this requirement through self-insurance and/or through one or more insurance policies.

In the event of an accident, insurance deductibles on vehicles are paid, up to a maximum of \$1,000, by the utility receiving services. These deductibles vary by policy.

Consistent with the principles of sovereign and municipal immunity, under no circumstances shall the assisting city, its officers or employees, be liable to the requesting city, its officers, employees, inhabitants, or others, for any damages arising in any way as a result of the rendering of such aid or the failure to respond to a call for such aid. Also, under no circumstances shall the city requesting aid be liable to the assisting city, its officers, employees, inhabitants, or others for any damage arising in any way from the response to such a request for aid or the rendering thereof. However, in the event of willful misconduct or recklessness by either the assisting city, the requesting city, their officers or employees, these limitations of liability shall not apply.

Participating City Assistance

It is a participating Member's individual responsibility to determine whether, in its sole discretion, responding to a mutual aid request for support is practicable and advisable. If a participating Member is called upon and determines that it is not practicable or advisable to respond to the request, the request and lack of response shall not constitute or establish a basis for any claim against any participating Member that fails or declines to respond.

Likewise, any participating Member, who has requested assistance, may decline such assistance in order to avoid excessive and unnecessary expenses or for any other reason the requesting Member, in its sole discretion, determines to decline such offered assistance.

The MPUA Mutual Aid Policy does not preclude participating Members from entering into supplementary and/or additional agreements for mutual aid with the State of Missouri, other states, other governmental and/or private entities.

MPUA Assistance

MPUA's sole responsibility is to facilitate the participation of Member cities in emergency assistance for their mutual benefit. MPUA receives no consideration as a result of this Agreement, and MPUA IS NOT RESPONSIBLE FOR ANY OF THE ASSISTANCE PERFORMED OR THE FAILURE TO PERFORM ASSISTANCE UNDER THIS PROCESS. Consequently, to the extent

permitted by law,² the assisted city shall indemnify and hold harmless MPUA for and against any claim brought against MPUA as a result of any assistance rendered or not rendered to the assisted city, and shall pay or reimburse MPUA for any and all costs, expenses and losses which are actually sustained or incurred by MPUA as a result of any assistance rendered or not rendered to the assisted city.

[REMAINDER OF PAGE LEFT BLANK]

² The Mutual Aid Agreement is a public “construction work” agreement for repair of utility structures between political subdivisions. Section 434.100, RSMo. applies to both public and private “construction work” agreements (§434.100.1, RSMo). The rule provided for in Section 434.100 does not apply to “a contract or agreement between state agencies or political subdivisions or between such governmental agencies.” (§434.100.2(3), RSMo.). In addition, §434.100.3 specifically states “[f]or purposes of this section, “construction work” shall include, but not be limited to, the construction, alteration, maintenance or repair of any building, structure, highway, bridge, viaduct, or pipeline, or demolition, moving or excavation connected with, and shall include the furnishing of... engineering, planning, or management services, or labor, materials or equipment, in connection with such work .” Indemnification is not prohibited by a political subdivision, including a municipality, when it arises out of a contract or agreement for “construction work.”

MPUA MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the signatories (hereafter referred to as “Party” or collectively as “Parties”) to the MPUA Mutual Aid Policy agrees as follows:

Whereas, the laws of the States of Missouri, Arkansas, Mississippi, and Nebraska provide that these public entities are empowered to make and enter into Mutual Aid Agreements with other public and private entities to more effectively allocate utility services, and other public safety services and resources during emergency situations;

Whereas, the Parties to this Agreement do not possess all of the necessary resources to cope with every possible emergency or disaster by themselves, and an efficient, effective response can best be achieved by the application and leveraging of the collective resources of the Parties;

Whereas, the Parties to this Agreement have determined that it is in their collective best interest to develop and implement comprehensive preparedness plans and conduct joint exercises in advance of a sudden and immediate need to enhance the efficiency and effectiveness of their response to any emergency or disaster;

Whereas, it is desirable that each of the Parties hereto, within their sole discretion, should provide aid and assistance to each other in the event of an emergency situation by the interchange and exchange of utility personnel, equipment, resources, and services; and

Whereas, it is necessary and desirable that this Mutual Aid Agreement be executed for the interchange and exchange of such mutual assistance to the Parties of the MPUA Mutual Aid Program.

Now, therefore, it is hereby agreed by and between each and all of the Parties hereto as follows:

1. Mutual Aid Voluntary: Participation in the MPUA Mutual Aid is completely voluntary. No Party is required to provide mutual aid, no Party is required to accept mutual aid under the MPUA Mutual Aid Policy and this Agreement.
2. Request For Aid: The requesting Party to this Agreement will make its request for mutual aid through the MPUA Mutual Aid Coordinator within a reasonable time after aid is needed and with reasonable specificity.
3. Compensation: The requesting Party agrees to compensate the Party providing the mutual aid as specified in the MPUA Mutual Aid Policy. This includes the period of time beginning with the departure of any personnel and/or equipment of the assisting Party from any point for the purpose of traveling to provide assistance exclusively to the requesting Party and ending on the return of all of the assisting Party’s personnel and equipment to their regular place of work or assignment, or otherwise terminated through written or verbal notice of the requesting or assisting Party’s UER Facilitator.
4. Discretionary rendering of aid: Rendering of mutual aid, pursuant to this Agreement, is entirely at the discretion of the Party who has been requested to provide mutual aid. This

Agreement of mutual aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal or state governments or upon receiving federal or state funds.

5. Invoice to the requesting Party: The assisting Party shall invoice for all reimbursable expenses, as set out in the MPPUA Mutual Aid Policy, not later than forty-five (45) days following the return of all of the assisting Party's personnel and equipment to their regular place of work or assignment, or otherwise terminated through written or verbal notice of the requesting or assisting Party's UER Facilitator. The requesting Party, who received mutual aid, shall pay the invoice as directed by the assisting Party, who rendered aid.
6. Documentation of expenses: The assisting Party must document sufficiently all expenses to support its claims for reimbursement of such expenses.
7. MPPUA Mutual Aid Policy controls: The Parties to this Agreement agree and acknowledge they have read the MPPUA Mutual Aid Policy which the terms and conditions thereof control this Agreement. The Parties to this Agreement expressly agree to all terms and conditions contained in the MPPUA Mutual Aid Policy on the date of each Party's final execution of this Agreement.
8. Insurance Requirements: Each Party participating in mutual aid shall be responsible for its own actions and those of its employees and is responsible for obtaining and maintaining the following insurance:
 - a. Workers Compensation: Each Party shall comply with its respective state's Workers' Compensation law, including extraterritorial coverage as required.
 - b. Automobile Liability Coverage: Each Party shall comply with its state's motor vehicle financial responsibility laws, including extraterritorial coverage as required.
 - c. General Liability Coverage: To the extent permitted by law, each Party shall be responsible for any and all claims demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement and in accordance with the MPPUA Mutual Aid Policy.
9. Limitation of Liability: The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or third parties, and no third party or third parties shall have any right of action whatsoever hereunder for any cause whatsoever against any Party, including MPPUA.
10. MPPUA's Role: The Parties acknowledge MPPUA's sole role is the facilitation and coordination of the Parties' efforts to render reciprocal mutual aid when such needs arise. The Parties further acknowledge that MPPUA receives no consideration for its role in this program but has agreed to facilitate the program for the sole benefit of the Member cities.

- 11. Term of the Agreement: This Agreement shall become effective as to each individual participating Party when it is approved and executed by that Party. The Agreement shall remain in effect as between each and every Party until participation in this Agreement is terminated by the Party in writing. Termination of participation in this Agreement by a Party shall not affect the continued operation of this Agreement as between the remaining Parties. Any Party to this Agreement may terminate participation in this Agreement upon thirty (30) days written notice addressed to the MPUA Mutual Aid Coordinator.

- 12. Modification or Amendment: This MPUA Mutual Aid Agreement and/or the MPUA Mutual Aid Policy may be modified and/or amended in writing signed by all participating Members. Failure to agree to an amendment will result in that participating Member terminating this Agreement.

- 13. Counterparts: The Parties may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.

- 14. Execution of Agreement: Each Party hereto has read, agreed to, and executed this mutual aid Agreement on the date indicated. The executor of this Agreement states they have the necessary authority from their jurisdiction or entity to bind their respective jurisdiction or entity named herein, and that all proper municipal/entity approval(s) to enter into this Agreement have been granted and/or approved.

In Witness Whereof, this Agreement has been approved and executed, and is effective and operative as to each of the Parties, who fully execute this Agreement, as herein provided.

_____, Date _____
MPUA President & CEO

_____, Date _____
Signature and Title
City of _____

Attested by: _____, Date _____
Signature and Title

**Please send signed Agreement
and completed MPUA Mutual Aid Coordinator Reference Sheet to:**
MPUA
ATTN: Konda Bentley
2200 Maguire Blvd.
Columbia, MO 65201

MPUA MUTUAL AID COORDINATOR REFERENCE SHEET
(This sheet MUST accompany the signed Mutual Aid Agreement)

CITY OF _____

Designated Utility Emergency Response (UER) Facilitator Contact Information:

Name: _____

Address: _____

Office Phone: _____

Cell Phone: _____

Email: _____

Are there special provisions affecting overtime hours worked by your employees?

Yes _____

No _____

Please describe those provisions or terms: _____

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF _____,
MISSOURI, AUTHORIZING THE PRESIDENT OF THE BOARD OF PUBLIC WORKS
TO SIGN AN MPUA MUTUAL AID AGREEMENT.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF _____,
MISSOURI AS FOLLOWS:**

SECTION 1.

The City Council of the City of _____, Missouri hereby authorizes the President of the Board of Public Works to sign an MPUA Mutual Aid Program Agreement by and between the City of _____ and the Missouri Public Utility Alliance, a copy of which is attached hereto.

SECTION 2.

This ordinance shall be in full force and effect from and after its date of passage and approval.

PASSED AND APPROVED this _____ day of _____, 20_____.

1st. Reading: _____

2nd. Reading: _____

(seal)

, Mayor

ATTEST: _____
, City Clerk

AGENDA ITEM ANALYSIS

Project/Issue Name: 24-R-31 A Resolution of the City Council Authorizing the City Administrator to Negotiate and Execute an Agreement with Cherry Bekaert, LLP for the Provision of Enterprise Resource Planning (ERP) Consulting Services as Part of the City's Initiative Known as Project Genesis.

Submitted By: Bob Ford | Finance Director

Date: July 16, 2024

Issue Statement

The City currently utilizes Tyler Technologies ("Tyler") as the core software platform of our ERP system. However, the City of Republic needs to redesign/restructure its Enterprise Resource Planning (ERP) system to an open API, user friendly, data rich, fully integrated software platform. Given the magnitude of this effort, hereafter referred to as Project Genesis, staff is recommending the City engage a consultant experienced in evaluating, designing, and implementing ERP systems to shepherd Project Genesis to completion.

1. To that end, the City prepared an ERP Consulting RFP to search for a team of seasoned professionals with a strong background in ERP initiatives, specifically skilled in comprehensive project management, process analysis, process improvement, needs identification, system access, security measures, requirement definition, RFP drafting, software selection guidance, contract negotiation, and implementation support.
2. The City received seventeen responses to our RFP, with pricing ranging from \$210K to \$2.1 million. From that list of seventeen, staff narrowed the list to four finalists,
3. Then, the team consisting of Bob Ford (Finance Director), Chris Crosby (IT Director), Josh Jones (Data Analytics) and Jake Jones (Finance Officer) interviewed the four finalists and have selected Cherry Bekaert, LLP as their ERP Consultant recommendation.

Discussion and/or Analysis

Today, Tyler performs three key functions for the City of Republic:

1. Payroll, with supporting employee database.
2. Financial management, including General Ledger, Accounts Payable, Accounts Receivable and Fixed Assets; and
3. Utility Billing, the billing engine for Water/Wastewater bills, represents approximately 25% of the City's total revenue.

Ancillary software tools that support the City on a day-to-day basis, which also need to integrate with our ERP include:

1. Questica, the City's Budget/Forecasting tool deployed in 2023.
2. NEOGov, Employee Navigator and Humanities are third party software tools that need to integrate into the Human Resources Information System.

3. Itron – meter data collection & reading, which needs to integrate into the Utility Billing module.

As discussed during the Project Genesis Workshop on June 18th, Tyler Software “does not play well with others” and is not an open platform that allows for automatic linking of data from third party applications to Tyler.

1. This became very apparent as we tried to link Questica to Tyler. While possible, it is not a real time link, is clunky and cumbersome, and requires a manual process to import or export data.
2. Additionally, the City has other software tools that have similar integration problems, such as Humanities that provides Time & Attendance data to the Payroll module for Parks & Recreation. Once again, significant manual interface is required to import the Humanities Time & Attendance data into Tyler’s Payroll Module.
3. Finally, reporting is marginal at best and extracting data to build meaningful KPIs, financial statements and other data analytics is limited.

ERP Consultant

All software systems deployed by the City will need review, including but not limited to HRIS/Payroll, Financial & Accounting Management, Utilities Billing and Meter Data Collection. Project Genesis will be divided into the following phases, and the consultant we engage will have demonstrated expertise in each:

1. Phase I – ERP Needs Assessment, Process Improvement & Change Management.
2. Phase II – Request for Proposal (RFP) Development Assistance and Selection Assistance.
3. Phase III – Implementation Project Management Services.

Phase I – ERP Needs Assessment. Process Improvements & Change Management.

The main objective of this phase is to determine the functional requirements to enhance operations, which will serve as input for the ERP system's RFP. Engaging different departments is vital to understanding existing processes, pinpointing improvements, and capturing detailed needs with an emphasis on industry-leading practices. Deliverables will include a detailed requirements document, process improvement suggestions, change management, a list of potential ERP systems, a cost estimate for the ideal ERP, and a proposed project outline and timeline. All expected commitments from the staff should be thoroughly detailed. Tasks include:

- **Analysis of Current Systems:** Review present ERP usage within various departments and explore how modern ERP systems can enhance operations.
- **Stakeholder Interviews:** Engage with personnel from departments such as Finance, Human Resources, IT, Police, Fire, Community Development, Social Services, Parks and Recreation, and others.
- **Process Examination:** Assess financial processes like general accounting, payroll, HR, and other essential operations. Highlight areas where modern ERP can provide improvements.
- **Integration Suggestions:** Propose integration with other enterprise tools to improve financial data management.
- **ERP Specification:** Draft detailed specifications for the future ERP system that aligns with the agency’s needs, promoting inter-departmental collaboration and efficient information exchange.
- **Product Assessment:** Offer reviews and recommendations on suitable products and modules.
- **Budgeting:** Deliver cost projections for the proposed ERP.
- **Project Roadmap:** Outline a clear project timeline and plan for smooth implementation.

Phase II – Request for Proposal (RFP) Development Assistance and Selection.

Once the Consultant understands how the City operates, what improvements the City should make to its current processes and how it will help to manage that change process, the Consultant will then shift gears to focus on what software solutions are available to meet those needs. Tasks include:

- **RFP Creation:** Draft an RFP document detailing the current environment, vision for the new ERP, detailed requirements, vendor response criteria, and evaluation benchmarks.
- **Collaboration:** Work with the City's Project Genesis team to refine the RFP, incorporating all feedback.
- **Vendor Shortlist:** Present a list of prominent ERP solution providers.
- **Vendor Interaction:** Guide the City in addressing vendor inquiries and drafting relevant addenda.
- **FAQ List:** Compile frequently asked questions with suggested responses.
- **Proposal Evaluation:** Lead the proposal assessment process, presenting key points for the review team.
- **Vendor Discussions:** If health guidelines allow, hold in-person discussions to review proposals and shortlist top contenders.
- **Demo Guide:** Draft a preliminary demo guide, refine post-review, and share with vendors before their presentations.
- **Oversee Vendor Demos:** Supervise vendor demonstrations.
- **Contract Negotiation Support:** Assist in finalizing contract discussions with the chosen vendor.

Phase III – Implementation Project Management Services.

Once the various software solutions have been identified, the Consultant will then shift to implementation. This phase is open-ended at this point since the actual tasks are dependent on the software solutions selected and what specific implementation expertise they will bring to the table. In general, tasks include:

- **Implementation Strategy:** Develop a detailed plan listing tasks, timeframes, and expected outcomes.
- **Vendor Coordination:** Work closely with the vendor to set clear expectations.
- **Contract Adherence:** Monitor the vendor's adherence to the contract.
- **Data Management:** Oversee data migration, transformation, and validation tasks.
- **Change Review:** Assess changes proposed by the City or the vendor during the project.
- **User Acceptance Testing:** Provide insights during this phase.
- **Progress Tracking:** Monitor progress against the timeline.
- **Training Oversight:** Identify areas requiring initial or refresher training for users.

Recommended Action

Staff recommend approval of engaging a third part ERP Consultant to aide the City in the execution of Project Genesis.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CHERRY BEKAERT, LLP FOR THE PROVISION OF ENTERPRISE RESOURCE PLANNING (ERP) CONSULTING SERVICES AS PART OF THE CITY’S INITIATIVE KNOWN AS PROJECT GENESIS

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

WHEREAS, the City currently utilizes Tyler Technologies (“Tyler”) as the core software platform for its Enterprise Resource Planning (“ERP”) system, but is seeking to restructure its ERP system to an open API, user-friendly, data-rich, fully integrated software platform (also referred to as “Project Genesis”); and

WHEREAS, the City recently published a Request for Proposals (“RFP”) (RFP-24-010) to search for a professional organization with specialized experience in ERP initiatives such as evaluating, designing, and implementing ERP systems, to assist the City in successfully completing Project Genesis; and

WHEREAS, the City received seventeen (17) responses to its RFP, with cost estimates within those submissions spanning a wide range from \$210,000 to \$2.1 million; and

WHEREAS, a selection committee consisting of four City staff members reviewed all submissions received and subsequently conducted interviews of four (4) finalists, selected using defined scoring criteria; and

WHEREAS, based on the submissions received and findings from interviews of the finalists, City staff determined Cherry Bekaert, LLP to be the most qualified consultant to meet the City’s needs under the RFP; and

WHEREAS, staff are requesting the Council’s authorization to proceed with retaining Cherry Bekaert, LLP for the provision of services identified in the RFP at a total cost not to exceed \$300,000 without separate, additional approval from the Council; and

WHEREAS, upon review of all materials submitted and after hearing presentation and recommendations by City staff, the City Council finds it in the best interest of the City to authorize the engagement of Cherry Bekaert, LLP for provision of the services noted in the RFP, as Cherry Bekaert, LLP has demonstrated it is the most qualified provider to meet the City’s needs.

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

Section 1. The City Administrator and/or his designee, on behalf of the City, is hereby authorized to negotiate and execute an agreement with Cherry Bekaert, LLP for the provision of services as set forth in the City’s Request for Proposals (RFP 24-010), at a total cost not to exceed \$300,000 without separate, additional approval of the Council.

Section 2. The City Administrator, or his designee(s), on behalf of the City, is authorized to

take any other reasonable, necessary steps to implement this Resolution.

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

Section 4. This Resolution shall take effect after passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2024.

Eric Franklin, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



City of Republic – Request for Proposals Enterprise Resource Planning (ERP) Software System Consulting – RFP # 24-010

NOTICE TO PROPOSERS

The City of Republic (“City”) is soliciting proposals from individual(s)/firm(s) for Enterprise Resource Planning (ERP) Consulting in accordance with the terms, conditions, and specifications contained in this Request for Proposal (RFP). The proposals solicited with this Request are further detailed in the Scope of Services section, below. The selected individual(s)/firm(s) will enter into a Contract with the Mayor, City Council, and/or Supervisory Staff Member for the provision of specified services.

Proposals in response to this Request must be received by the City Clerk’s Office in a sealed envelope that is clearly marked, “**RFP #24-010 – Enterprise Resource Planning Software System Consulting**” no later than **3:00 PM CST** on **MAY 1, 2024**, or submitted via DemandStar bidding software.

The City of Republic reserves the right to reject any and all proposals, in whole or in part, to waive minor defects in the process, with or without cause, and to accept the proposal deemed by the City to be in the City’s best interest. There is no expressed or implied obligation for the City of Republic to reimburse responding individuals/firms for any expenses incurred in the preparation of responses to this Request for Proposal.

Date: April 5, 2024

All inquiries should be directed to:

Bob Ford, Finance Director
City of Republic
bford@republicmo.com
(417) 732-3131

SCOPE OF SERVICES:

The City of Republic is in search of a team of seasoned professionals with a strong background in ERP initiatives (“Team”). This Team should be skilled in comprehensive project management, process analysis, process improvement, needs identification, system access, security measures, requirement definition, RFP drafting, software selection guidance, contract negotiation, and implementation support. Additionally, a description of the Team and the number of successful client engagements with similar requirements to this Proposal that the Team has implemented over the past three years, along with three client references.

All software systems deployed by the City will need review, including but not limited to HRIS/Payroll, Financial & Accounting Management, Utilities Billing and Meter Data Collection. The project will be divided into the following phases, and the consultant should demonstrate expertise in each:

- **Phase I – ERP Needs Assessment**
- **Phase II – Request for Proposal (RFP) Development Assistance and Selection Assistance**
- **Phase III – Implementation Project Management Services**

The City of Republic reserves the right to decide on continuation after every phase and may introduce an RFP for ERP consultancy services at any time.

Phase I – ERP Needs Assessment

The main objective of this phase is to determine the functional requirements to enhance operations, which will serve as input for the ERP system's RFP. Engaging different departments is vital to understanding existing processes, pinpointing improvements, and capturing detailed needs with an emphasis on industry-leading practices.

Deliverables will include a detailed requirements document, a list of potential ERP systems, a cost estimate for the ideal ERP, and a proposed project outline and timeline. All expected commitments from the staff should be thoroughly detailed.

Key deliverables for this phase include:

- A detailed requirements specification document
- A list of potentially suitable ERP systems
- An estimate for the costs of an appropriate ERP system
- A draft of the proposed project timeline and plan
- A comprehensive description of anticipated staff resource commitments.
- Tasks for this phase include:
 - **Analysis of Current Systems:** Review present ERP usage within various departments and explore how modern ERP systems can enhance operations.
 - **Stakeholder Interviews:** Engage with personnel from departments such as Finance, Human Resources, IT, Police, Fire, Community Development, Social Services, Parks and Recreation, and others.
 - **Process Examination:** Assess financial processes like general accounting, payroll, HR, and other essential operations. Highlight areas where modern ERP can provide improvements.

- **Integration Suggestions:** Propose integration with other enterprise tools to improve financial data management.
- **ERP Specification:** Draft detailed specifications for the future ERP system that aligns with the agency's needs, promoting inter-departmental collaboration and efficient information exchange.
- **Product Assessment:** Offer reviews and recommendations on suitable products and modules.
- **Budgeting:** Deliver cost projections for the proposed ERP.
- **Project Roadmap:** Outline a clear project timeline and plan for smooth implementation.

Phase II – Request for Proposal (RFP) Development Assistance and Selection.

Assistance Tasks include:

- **RFP Creation:** Draft an RFP document detailing the current environment, vision for the new ERP, detailed requirements, vendor response criteria, and evaluation benchmarks.
- **Collaboration:** Work with the procurement team to refine the RFP, incorporating all feedback.
- **Vendor Shortlist:** Present a list of prominent ERP solution providers.
- **Vendor Interaction:** Guide the agency in addressing vendor inquiries and drafting relevant addenda.
- **FAQ List:** Compile frequently asked questions with suggested responses.
- **Proposal Evaluation:** Lead the proposal assessment process, presenting key points for the review team.
- **Vendor Discussions:** If health guidelines allow, hold in-person discussions to review proposals and shortlist top contenders.
- **Demo Guide:** Draft a preliminary demo guide, refine post-review, and share with vendors before their presentations.
- **Oversee Vendor Demos:** Supervise vendor demonstrations.
- **Contract Negotiation Support:** Assist in finalizing contract discussions with the chosen vendor.

Phase III – Implementation Project Management Services.

Tasks include:

- **Implementation Strategy:** Develop a detailed plan listing tasks, timeframes, and expected outcomes.
- **Vendor Coordination:** Work closely with the vendor to set clear expectations.
- **Contract Adherence:** Monitor the vendor's adherence to the contract.
- **Data Management:** Oversee data migration, transformation, and validation tasks.
- **Change Review:** Assess changes proposed by the agency or the vendor during the project.
- **User Acceptance Testing:** Provide insights during this phase.
- **Progress Tracking:** Monitor progress against the timeline.
- **Training Oversight:** Identify areas requiring initial or refresher training for users.

PROPOSAL REQUIREMENTS

Only those Proposals fulfilling all the requirements outlined in this Request will be considered.

Proposals in response to this Request must be submitted in a sealed envelope to the attention of **the City Clerk, Laura Burbridge, Republic City Hall, 213 N. Main Avenue, Republic, Missouri 65738**, that is clearly marked with the name of the individual/firm submitting the proposal and the reference line, **“RFP #24-010 – Enterprise Resource Planning Software System Consulting”** or **submitted through the city’s DemandStar bidding software**.

Submittals may be presented by hand, by mail, or submitted through the city’s DemandStar bidding software.

Proposals shall be submitted as follows:

- One (1) Original Proposal and one (1) copy of the Original Proposal.
 - Completed Proposal Submission Form, “Attachment A”
 - Each Proposal shall contain evidence of proper licensing to perform required services/provide required materials or equipment in the State, County, and City, if applicable, with the exception of a City of Republic business license, which may be obtained upon selection.
 - A disclosure containing the name(s) of any officer(s), director(s), or agent(s) of the Proposer who is/are also a public officer or employee of the City of Republic.
 - Joint Venture Proposals: Individuals/firms submitting Proposals as a joint venture must submit to the City, as part of the Proposal, a copy of any applicable Joint Venture Agreement(s).

Proposals without the information below will be deemed non-responsive and excluded from consideration.

Title Page: Name of the individual and/or firm, address, telephone number, name of the contact person, email of the contact person, and the date of the Proposal.

Table of Contents: Contents, including exhibits.

Signed Transmittal Letter: A signed **Letter of Transmittal** briefly stating the Proposer’s understanding of the services/materials to be provided, the commitment to provide the services/materials within an agreed upon time, a statement that the Proposal is a firm and irrevocable offer for ninety (90) days, and the following statement: *“The submission of this Proposal indicates acceptance by [insert name/title of the proposing individual/firm] of the specifications and instructions contained in the Request for Proposal.”* **The signer of the Signed Transmittal Letter must have the legal authority to bind the Proposer to the submitted Proposal.**

[Optional] Drug-Free Workplace Certification: If Proposer wishes to be given preference by the City in the evaluation and selection process as a drug-free workplace employer, submit a completed Drug-Free Workplace Certification form, “Attachment B.”

[Optional] Additional explanation: If proposer wishes to further elaborate on the rationale behind their submittal that may have affected the overall price, proposer can attach additional pages for explanation.

PROPOSAL EVALUATION AND SELECTION

The City staff members charged with evaluating proposals in response to this Request will evaluate each Proposal submitted. The Proposal, as submitted, will be considered the Final Submission. The Proposal shall remain binding for ninety (90) calendar days. All Proposals will be evaluated with respect to the completeness of the information provided, the pricing options available, the services as described by the respondent, and the ability to meet or exceed the other requirements of this Request. Upon completion of review of all Submittals, the reviewing staff will recommend the best Proposal to the City Council for Award of Contract.

The City may give preference in the selection process to individuals and/or firms demonstrating a Drug Free Workplace Program whenever two (2) or more Proposals, which are equal in respect to quality and service, are received and rated by the City. Proposers intending to demonstrate a Drug Free Workplace Program shall provide the Attachment B Certification Form with the Proposal Submittal.

Once awarded, the winning Proposer(s) will enter into a contract with the City for the provision of the services/equipment requested. When applicable, a contract awarded under this Request may be renewed upon cost factors, mutual agreement, availability of funds, and the approval of Republic's City Council. The City of Republic's performance and obligation to pay for the purchase of services/equipment of a period in excess of one (1) fiscal year under any contractual relationship is contingent upon an annual budget appropriation approved by the Republic City Council.

The City reserves the right to reject any and all proposals, to waive minor defects in the process, and to accept the proposal deemed by the City to be in the City's best interest. All issues addressed in the Request for Proposal will be given consideration in determining the successful Proposal.

The City may make a determination that is in the City's best interest to conduct additional discussions or changes in the requirements and request another submission of best and final offers from those proposers deemed qualified for the same.

Where Proposers are required to enter onto City of Republic property to deliver materials or perform work or services as a result of the Request for Proposal award(s), the Proposer(s) shall assume full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance, as required by law or otherwise herein.

TERMS AND CONDITIONS

01. **RFP Delivery Requirements:** Any Proposals received after the above stated time and date will not be considered. It shall be the sole responsibility of the Submitter to have their Proposal delivered to Republic City Hall for receipt on or before the due date and time indicated.
- a. If a Proposal is sent by U.S. Mail, the Submitter shall be responsible for its timely delivery to Republic City Hall.
 - b. Proposals delayed by mail shall not be considered, shall not be opened, and shall be rejected.
 - c. Arrangements may be made for their return at the Submitter's request and expense.
 - d. Proposals may be mailed to Republic City Hall and accepted if the signed Proposal form and required information was mailed and received prior to the due date and time.
 - e. Proposals sent by email will not be accepted.

02. **Legal Name and Signature:** Proposals shall clearly indicate the legal name, address, and telephone number of the Submitter (company, firm, corporation, partnership, or individual).
- Proposals shall be manually signed above the printed name and title of the signer on the Affidavit of Compliance page.
 - The signer shall have the authority to bind the Submitter to the submitted Proposal.
 - Failure to properly sign the Proposal form shall invalidate the Proposal, and it shall not be considered for award.
03. **Corrections:** No erasures are permitted.
- In the event a correction is necessary, in order for the City to consider the correction, the following formatting must be applied:
 - A single line (strike-through) to the entered text needing correction, and
 - The corrected text written above the strike-through text, and
 - The signer(s) of the Proposal must initial all corrections.
04. **Clarification and Addenda:** Submitters are expected to examine all documents attached to and/or provided by the City with this RFP, and prior to submitting any Proposal in response to this RFP, make any necessary and/or reasonable inquiries of the City to ensure all such Submitters understand the entirety of the documents.
- Any inquiries or suggestions concerning interpretation, clarification, or other additional information pertaining to the RFP shall be made through the listed City contact in writing (email is permitted).
 - The City of Republic shall not be responsible for verbal interpretations or other information given by any individual purporting to be employed by or otherwise representing the City.
 - The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.
 - It shall be the responsibility of each Submitter, prior to submitting their Proposal, to direct any inquiries to the listed City contact.
05. **RFP Expenses:** There is no expressed or implied obligation for the City of Republic to reimburse responding Submitters and the City will not reimburse for any expenses incurred in preparing responses to this RFP.
06. **Irrevocable Offer:** Any Proposal may be withdrawn up until the due date and time set for opening of the RFP. Any Proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of ninety (90) days to provide to the City the goods or services set forth in the RFP, until one or more of the Proposals have been duly accepted by the City.
07. **Responsive and Responsible Submitter:** To be a responsive Submitter, a Submitter shall submit a Proposal which conforms in all material respects to the requirements set forth in the RFP. To be a responsible Submitter, the Submitter shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible Submitter shall mean the Submitter who makes the lowest Proposal to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Proposal as made.
08. **Reserved Rights:** The City reserves the right to make such investigations as it deems necessary to make the determination of the Submitter's responsiveness and responsibility. Such information may

include but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

09. **The Right to Audit:** The Submitter agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.
- a. The City shall have the right to audit the Submitter's records pertaining to the work/product for a period of three (3) years after final payment.
 - b. The cost of any audit conducted pursuant to this term will be paid by the City.
10. **Applicable Law:** All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order entered into under the terms of this RFP. Any involvement with City Procurement shall be in accordance with the Procurement Regulations and Procedures.
11. **Right to Protest:** Appeals and remedies are provided for in the City Procurement Regulations.
- a. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.
 - b. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.
12. **Ethical Standards Applicable:** With respect to this RFP, if any Submitter violates or is a party to a violation of the general ethical standards of the applicable Revised Statutes of Missouri or other City Code provisions, such Submitter will be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future Proposals in response to Requests from the City.
13. **Collusion Absolutely Prohibited:** All Submitters offering a submission in response to this RFP hereby expressly acknowledge and certify that they have not divulged, discussed, or compared their Proposal to the Proposals of any other Submitter(s), and further that they have not colluded or conspired with any other Submitter or parties to this RFP, to violate the terms and conditions governing submission of responses to this RFP whatsoever. All Submitters offering a submission in response to this RFP additionally promise that:
- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Submitter or with any competitor.
 - b. Any prices and/or cost data submitted have not knowingly been disclosed by the Submitter and will not knowingly be disclosed by the Submitter prior to the scheduled opening directly or indirectly to any other Submitter or to any competitor.
 - c. No attempt has been made or will be made by the Submitter to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
 - d. The only person or persons interested in this Proposal, principal or principals are named therein and that no person other than therein mentioned has any interest in this Proposal or in any contract awarded under this RFP. No person or agency has been employed or retained to solicit or secure the contract awarded under this RFP upon an agreement understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

14. **Contract Forms:** Any agreement, contract, or purchase order resulting from the acceptance of a Proposal shall be on forms either supplied by or approved by the City.
15. **Liability and Indemnity:**
- a. In no event shall the City be liable to the successful Submitter for special, indirect, liquidated, incidental, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of any agreement or contract under the terms of this RFP. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under any agreement or contract awarded under the terms of this RFP.
 - b. The successful Submitter shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays, expenses, and claims, caused or allegedly caused by, or arising out of or related in any way whatsoever to (1) any agreement or contract awarded under this RFP, or (2) the work performed pursuant to such contract or agreement or any subcontract thereunder (the successful Submitter expressly acknowledging and assuming full responsibility for its subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for any other alleged damages.
 - c. The successful Submitter shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
16. **RFP Forms, Variances, and Alternates:** Proposals must be submitted on the forms attached to this RFP as provided by the City; however, additional information may be attached. Submitters must indicate any variances from the City requested specifications and/or terms and conditions, on the RFP Affidavit of Compliance. Otherwise, Submitters must fully comply with the City requested specifications and terms and conditions. Alternate Proposals may or may not be considered at the sole discretion of the City Purchasing Agent.
17. **Proposal Form:** All blank spaces must be completed with the appropriate response.
- a. Submitters must state the price, written in ink, for what is proposed to complete each item of the project.
 - b. Submitters must insert the words "no Proposal" in the space provided for any item for which no Proposal is made.
 - c. Submitters must submit an executed Proposal form, affidavit of compliance with other requested documents.
18. **Modifications or Withdrawal of Proposal:** A modification of a Proposal already submitted will be considered only if the modification is received prior to the time announced for opening of Proposals, and is made in writing; executed and submitted on the same form and manner as the original Proposal. Modifications submitted by telephone, fax, or email will not be considered.
19. **No Proposal:** If not submitting a Proposal, respond by returning the "Statement of No Proposal" no later than the stated Proposal opening time and date, and explain the reason in the space provided.
20. **Errors in Proposals:** Submitters are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Proposals; failure to do so will be at the Submitter's own risk. Applicable law and regulations do not make allowance for errors either of

omission or inclusion on the part of Submitters. In case an error regarding extension of prices in the Proposal, the unit price shall govern.

21. **Prices:** Proposals must include both unit price and extended total.
 - a. Price must be stated in units of quantity specified in the Proposal specifications. In case of discrepancy in computing the amount of the Proposal, the unit price of the Proposal will govern.
 - b. If applicable, all prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). FOB, as used in this RFP, shall mean that the successful Submitter, at their own expense, shall transport the equipment and/or materials and bear the risk of loss from successful Submitter's location to a specified location in the City of Republic. City shall not take title to the materials or equipment until it is delivered and accepted by City at the address specified within the City of Republic.
 - c. If a Submitter offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - d. Payment terms shall be Net 30 if not otherwise specified.
 - e. Pre-payment terms are not acceptable.

22. **Discounts:** Any and all discounts, except cash discounts for prompt payments, must be incorporated as a reduction in the Proposal price and not shown separately. The price as shown on the Proposal shall be the price used in the City's determination of award(s).

23. **Descriptive Information:** All equipment, materials, and articles incorporated in the product/work covered by this RFP are to be new and of suitable grade for the purpose intended.
 - a. Brand or trade names referenced in specifications are for comparison purposes only.
 - b. Submitters may submit Proposals on items manufactured by an individual/entity other than the manufacturer specified so long as an "or equal" is expressly stated.

24. **Deviations to Specifications and Requirements:** When proposal of "or equal," Proposals must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records.
 - a. Failure of any Submitter to furnish the data necessary to determine whether the product is equivalent may be cause for rejection of the specific item(s) to which it pertains.
 - b. All deviations from the specifications must be noted in detail by the Submitter on the Affidavit of Compliance form, at the time of submittal of Proposal.
 - c. The absence of listed deviations at the time of submittal of the Proposal will hold the Submitter strictly accountable to the specifications as written.
 - d. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

25. **Quality Guaranty:** If any product delivered does not meet applicable specifications or otherwise fails to compare with the quality represented by the Submitter, the Submitter shall retrieve the product from the City at its own expense. The Submitter shall refund to the City any money the City has remitted to the Submitter for the same. In the event the successful Submitter fails or refuses to retrieve the product and refund to the City any money previously remitted to the Submitter for such product in accord with the terms of this paragraph, the Submitter shall be responsible for the City's attorney fees and other costs it incurs in enforcing its rights under this paragraph.

26. **Quality Terms:** The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.
27. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
28. **Proposal Awards:** Awards will be made to the Submitter whose Proposal (1) meets the specifications and all other requirements of the RFP and (2) is the lowest and best Proposal, considering price, delivery, responsibility of the Submitter, and all other relevant factors.
- a. Unless otherwise stated in the RFP, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
 - b. As the best interest of the City may require, the right is reserved to make awards by item, group(s) of items, all or none or a combination thereof; and to reject any and all Proposals or waive any minor or non-material irregularity or technicality in Proposals received.
29. **Authorized Product Representation:** The successful Submitter(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the Submitter(s) is legally authorized to submit, and the successful Submitter(s) will be legally bound to perform according to the documents.
30. **Regulations:** It shall be the responsibility of each Submitter to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.
- a. E-VERIFY COMPLIANCE REQUIREMENTS: All contractors or subcontractors to be utilized by Submitter on contracts exceeding five thousand dollars shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
 - b. Submitters are herein informed that the work to be performed under this RFP is subject to the requirements of Section 292.675, RSMo., which requires all contractors or subcontractors perform work such to provide and require its on-site employees to complete a ten (10)hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.
 - c. Pursuant to Section 292.675 RSMo., the successful Submitter shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by it, or any contractors or subcontractors hired by it, for each calendar day, or portion thereof, Such on-site employee is employed without the construction safety training required in the above paragraph.
 - d. Section 208.009 RSMo. shall apply to any contracts awarded under this Proposal.
31. **Termination of Award:** Any failure of the Submitter to satisfy the requirements of the City shall be

reason for termination of the award. Any Proposal may be rejected in whole or in part for any reason by the City.

32. **Royalties and Patents:** The successful Submitter(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Submitter shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.
33. **Equal Employment Opportunity Clause:** The City, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to the aforementioned Civil Rights Act, hereby notifies all Submitters that the City takes all reasonably necessary steps to affirmatively ensure that all Submitters, including minority businesses, will be afforded full opportunity to submit Proposals in response to this RFP and that no Submitter will be discriminated against on the grounds of race, color, or national origin in determining the successful Submitter for award.
34. **Insurance Requirements:** For the duration of any contract awarded under this RFP, (which, for projects including any labor, means until the work is completed and accepted by the City; and which, for projects involving supply of materials only, means until the materials are delivered and accepted by the City), the successful Submitter is required to maintain certain insurance to protect it and the City against risks of loss in connection with the Project, as defined more fully below. The Successful Submitter will be required to provide the City with proof of insurance that satisfies the requirements stated below, unless otherwise specified by the City. The insurance requirements below may be modified or waived by the City at the City's sole discretion.
- a. **Workers' Compensation:** The Successful Submitter shall maintain Employers Liability and Workers Compensation Insurance for all persons it will employ or retain to perform any work in connection with a contract awarded under this RFP, and in the event the Successful Submitter will sublet or subcontract any such work, the Successful Submitter shall require the subcontractor to provide similar Workers Compensation Insurance for the subcontractor's employees, unless such employees are covered by the Successful Submitter's coverage. Workers Compensation coverage shall meet the minimum requirements under Missouri law of \$500,000 for each employee and \$500,000 each accident.
 - b. **Commercial General Liability:** The Successful Submitter shall maintain Commercial General Liability coverage for personal and advertising injury, bodily injury including accidental death, and broad-form property damage, which may arise from the performance of any contract awarded under this RFP, in an aggregate amount totaling no less than \$3,370,137 each occurrence and \$505,520 each person.
 - c. **Commercial Automobile Liability (*applies only to projects involving the Successful Submitter's operation of vehicles in performing any work awarded under this RFP*):** The Successful Submitter shall maintain Commercial Automobile Liability coverage of not less than \$1,000,000 each occurrence and \$1,000,000 each person for "any auto" on an occurrence basis.
35. **Performance Bond and Labor & Materials Payment Bond:** Not Applicable.
36. **Liquidated Damages:** Not Applicable.

37. **Nonresident/Foreign Contractors:** To the extent the successful Submitter utilizes non-resident/foreign contractors to provide services or supplies in connection with this RFP, the successful Submitter shall procure and maintain:
- a. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570, RSMo.
 - b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230, RSMo.
38. **Proposal Tabulation:** Submitters may request a copy of the Proposal tabulation of the RFP.
39. **Budgetary Constraints:** The City reserves the right to reduce or increase the quantity, retract any item from the Proposal, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.
40. **Additional Purchases by Other Public Agencies:** By submitting a Proposal in response to this RFP, the Submitter authorizes other public agencies to “Piggy-Back” or purchase equipment and services being proposed in this RFP unless otherwise noted on the Affidavit of Compliance Form.
41. **Order of Precedence:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to Submitters, shall take precedence.
42. **Affidavit for Service Contracts:** The successful Submitter represents, in accordance with Section 285.530.2, RSMo., that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under this RFP and agrees to provide an affidavit to the City of Republic affirming that it has not, and will not at any point in time relating to this RFP, knowingly employ, or subcontract with, any person who is an unauthorized alien.
43. **Inspection and Acceptance:** No item(s) received by the City pursuant to any agreement or contract awarded under this RFP shall be deemed accepted by the City until the City has had reasonable opportunity to inspect the item(s).
- a. Any item(s) which are discovered to be defective, or which do not conform to any warranty of the successful Submitter and/or entity/individual who sold the item(s), upon inspection, may be returned by the City to the successful Submitter and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - b. If, at a later time, any defect is discovered which was not ascertainable upon the initial inspection, the City may also return the defective item(s) to the successful Submitter and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - c. The City’s return of defective items shall not exclude any other legal, equitable or contractual remedies the City has under applicable Missouri or Republic law and/or any agreement or contract awarded under this RFP.
44. **Davis-Bacon Act:** If the Instructions to Submitters have indicated that the Project is financed, in whole or in part, from Federal funds, then all work performed pursuant to any contract awarded under this RFP shall be subject to all applicable federal statutes, rules and regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. §3141 et seq., and the “Federal Labor Standards Provisions,” incorporated

into this any agreement or contract awarded under this RFP.. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed pursuant to any contract awarded under this RFP, all contractors, subcontractors and other individuals/entities hired by the successful Submitter to perform work under this RFP shall pay the greater of the wages required under either law.

45. **Jurisdiction and Venue:** This RFP and any executed agreement required pursuant to the terms of this RFP, shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL UNDER ANY APPLICABLE STATUTE, COMMON LAW OR FEDERAL OR STATE CONSTITUTION.**
46. **Conflict of Interest:** By participating in this RFP and/or accepting an agreement pursuant to the RFP's terms, the successful Submitter certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor of the City of Republic, has a financial interest, direct or indirect, in this Agreement. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
47. **Sovereign Immunity:** In no event shall any language or requirement in this RFP or any Agreement that comes from this RFP be construed as or constitute a waiver or limitation of City's defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, states, and/or laws.
48. **Terms:** The City of Republic reserves the right to reject any and all proposals received from this Proposal. It further has the right to negotiate with any qualified source, or to cancel in part or in its entirety this Proposal. The City also reserves the right to modify, suspend, or terminate at its sole discretion any and all aspects of this bud process, to obtain further information from any and all respondents, and to waive any defects as to form or content of the Proposal or any submissions by any firm. This bud does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All submissions become the property of the City as public record. All submissions may be subject to public review upon request.

ATTACHMENT A - PROPOSAL SUBMISSION FORM
ALL SUBMITTERS MUST PROVIDE THE FOLLOWING INFORMATION

Item 13.

Item	Description of Work	Price
Phase I – ERP Needs Assessment	See “Phase I – ERP Needs Assessment “	\$ _____
Phase II – Request for Proposal (RFP) Development Assistance and Selection.	See “Phase II - Request for Proposal (RFP) Development Assistance and Selection”.	\$ _____
Phase III – Implementation Project Management Services	See “Phase III – Implementation Project Management Services”.	\$ _____

In compliance with this Request for Proposal and to all terms, conditions, and specifications imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and/or services described herein.

<p>City of Republic, Missouri</p> <p>RFP for: Enterprise Resource Planning Software System Consulting</p> <p>213 N Main Street</p> <p>Republic, MO 65738</p>	<p>Company Legal Name:</p> <p>_____</p>
	<p>Address:</p> <p>_____</p> <p>_____</p>
	<p>Signature:</p> <p>_____</p> <p>Name and Title:</p> <p>_____</p>
<p>Telephone: _____</p> <p>Cellular: _____</p> <p>Email: _____</p>	<p>Dated: _____</p> <p>Submitter’s Federal ID Number: _____</p>

ATTACHMENT B - DRUG FREE WORKPLACE CERTIFICATION

The below signed individual and/or firm certified that it has implemented a Drug Free Workplace Program.

In order to have a Drug Free Workplace Program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a Drug Free Workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are to be utilized as a component of the Proposal, the statement specified in (1) above.

(4) In the statement specified in (1) above, notify the employees that, as a condition of working on the commodities or contractual services that are within the scope of the Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

As the person authorized to sign this statement, I certify that this individual and/or firm is fully compliant with the above Drug Free Workplace requirements.

Individual/Firm: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Primary Contact: _____

Primary Contact Email: _____

Date of Proposal: _____

Component of RFP in which Proposal Addresses: _____

Signature: _____

Name/Title: _____

NOTICE AND INSTRUCTIONS TO SUBMITTERS/VENDORS
Regarding Sections 285.525 through 285.550 RSMo., effective January 1, 2009,
and Section 292.675 RSMo., effective August 28, 2009

Effective January 1, 2009 and pursuant to Section 285.530(1) of the Revised Statutes of Missouri, “[n]o business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.”

State law additionally provides that, as a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (*e.g., the City of Republic*) to a business entity (*e.g., potential Submitters in response to this RFP*), the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. See § 285.530(2), RSMo.

Section 285.530 RSMo. pertains to all solicitations for services over \$5,000 but does not apply to solicitations for goods only. If a solicitation is for a combination of services and goods, Section 285.530 RSMo. applies if the services portion of the solicitation is over \$5,000.

1. **Required Affidavit for Contracts Over \$5,000.00 (US)** – Effective 1-1-2009, the company (submitting a Bid) shall comply with the provisions of Section 285.525 through 285.550, RSMo., which require certain statements to be made under penalty of perjury pertaining to employment of unauthorized aliens. The award of any contract under this RFP is expressly contingent on the company (submitting a Bid) providing an acceptable, notarized affidavit, stating as follows:
 - a. that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
 - b. that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo., *et seq.*

2. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify Program's Memo of Understanding (MOU)). See attached sample.

A copy of the required affidavit is included on the following page. A digital copy of the affidavit can also be accessed and downloaded from the City of Republic's official website, URL address: <https://www.republicmo.com/DocumentCenter/View/77/Affidavit-of-Compliance-with-Section-285500-RSMO-PDF?bidId=>

The City of Republic is an E-Verify employer. The City of Republic encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of a federal work authorization program.

Information regarding E-Verify is available at <http://www.uscis.gov/e-verify> or by calling **888-464-4218**.

**Affidavit of Compliance with Section 285.500, RSMo., et seq.
for all agreements providing services in excess of \$5,000.00**

Effective 1/1/2009

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me, the undersigned Notary Public, in and for the County of _____,
State of _____, personally appeared _____ (Name), who is
_____ (Title) of _____ (Name of
company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is
competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as
follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo., et seq.

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

Signature

Printed Name

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

Notary Public

My commission expires: _____

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this Memorandum of Understanding on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer, Your Company Name

John Doe

Name (Please type or print)

_____ Title

Electronically Signed

Signature

_____ Date

Verification

Department of Homeland Security Division

USCIS Verification Division

Name (Please type or print)

_____ Title

Electronically Signed

Signature

_____ Date

Sample
E-Verify
Memo of
Understanding - MOU
Electronic Signature
Page

State of Missouri

Limited Exemption from Missouri State Sales and Use Tax on Purchases (Political Subdivision)

Issued To:

MISSOURI ID: 12492990

CITY OF REPUBLIC
213 N MAIN AVE
REPUBLIC, MO 65738-1472

Effective Date: 07/11/2002

Your application for sales and use tax exempt status has been approved under Section 144.030.1, RSMo. This letter is issued as documentation of your agency's exempt status. Your agency must adhere to all requirements of your exempt status.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. Outlined below are specific requirements regarding this exemption. This summary is not intended as a complete restatement of the law. You should review the law to ensure your understanding and compliance.

- This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.
- Purchases by your agency are not subject to sales or use tax if conducted within your agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter.
- Individuals making personal purchases may not use this exemption.
- A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your agency only if your agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of Section 144.062 RSMo.
- Sales by your agency are subject to all applicable state and local sales taxes.
- If your agency engages in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit state and local sales taxes.
- Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, contact the Taxation Division, Post Office Box 358, Jefferson City, MO 65105-0358, salestaxexemptions@dor.mo.gov, or call 573-751-2836.

Notice Number: 2017597353



ERP Consultant Evaluation - Finalist

	Evaluated By:			
	Baker Tilly	Cherry Bekaert	Berry Dunn	Panorama
Experience of Project Team	9	9	8	9
Professional Appearance	8	9	8	9
Cybersecurity Strategy	8	9	8	8
Change Management Strategy	8	9.5	8	9
Implementation Support	8.5	9	8	8
Finalist Total	41.5	45.5	40	43
Maximum Points Possible	50	50	50	50
Overall percentage score	83.0%	91.0%	80.0%	86.0%

	Evaluated By:			
	Baker Tilly	Cherry Bekaert	Berry Dunn	Panorama
Experience of Project Team	7	9	7	8
Professional Appearance	7	9	7	8
Cybersecurity Strategy	7	9	7	7
Change Management Strategy	8	9	7	8
Implementation Support	8	8	7	8
Finalist Total	37	44	35	39
Maximum Points Possible	50	50	50	50
Overall percentage score	74.0%	88.0%	70.0%	78.0%

	Evaluated By:			
	Baker Tilly	Cherry Bekaert	Berry Dunn	Panorama
Experience of Project Team	8	9.5	8.5	9
Professional Appearance	8	9	9	9
Cybersecurity Strategy	7	9	8.5	9
Change Management Strategy	8.5	9	9	9
Implementation Support	8	9	8.5	8.5
Finalist Total	39.5	45.5	43.5	44.5
Maximum Points Possible	50	50	50	50
Overall percentage score	79.0%	91.0%	87.0%	89.0%

From: Chris Crosby <CCrosby@republicmo.com>
Sent: Friday, June 28, 2024 11:25:56 AM
To: Jake Jones <jajones@republicmo.com>; Bob Ford <BFord@republicmo.com>
Cc: Joshua Jones <JCJones@republicmo.com>
Subject: ERP Consultation Recommendation

Good Morning,

After a comprehensive review of the submissions received in response to our Request for Qualifications (RFQ) for the City's ERP Replacement Consultant, I endorse Cherry Bekaert for the consulting contract. This decision was made after careful consideration of several critical factors that align with our city's needs and objectives.

Cherry Bekaert's statement of understanding stood out for its detailed and specific nature, tailored precisely to our requirements. Unlike other submissions, it was not a generic proposal but demonstrated a clear and thorough comprehension of our unique challenges and goals. This attention to detail is crucial for the success of our ERP implementation.

A significant factor in our decision was Cherry Bekaert's strong focus on cybersecurity. Their internal expertise in securing APIs and ensuring robust cybersecurity measures is a vital asset for our city. This capability is essential to safeguard our data and systems throughout the ERP migration process and beyond.

Cherry Bekaert also brings extensive experience with Tyler migrations and various ERP systems, which is invaluable for our project. Their track record with government municipal clients further assures us of their ability to handle the specific complexities and regulatory requirements we face.

The implementation plan provided by Cherry Bekaert is well-detailed, with clear objectives and a comprehensive list of attendees. This level of planning and organization indicates their readiness to execute the project efficiently and effectively.

In terms of cost, Cherry Bekaert's proposal falls within an average range, offering a balance between value and quality. While all our finalists presented strong cases, the depth of talent and expertise within Cherry Bekaert's team sets them apart. Their ability to make this process smoother and more manageable for our city makes them the ideal choice for this contract.

In conclusion, Cherry Bekaert's selection will lead to a successful ERP replacement, meeting our city's needs with professionalism and expertise. I recommend Cherry Bekaert for the consulting contract and look forward to a fruitful partnership.

Chris Crosby
Director of IT
City of Republic
213 N. Main, Republic MO 65738
Office Phone: (417) 732-3406