



AGENDA

City Council Meeting
Municipal Court Building, 540 Civic Blvd
April 02, 2024 at 6:00 PM

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

Eric Franklin, Ward I
Darran Campbell, Ward II
Brian Fields, Ward III
Clint Gerlek, Ward IV

Call Meeting to Order

Opening Prayer

Pledge of Allegiance

Citizen Participation

Consent Agenda

- [1.](#) Approve the March 19, 2024 City Council Minutes.

Board, Commission, and Committee Schedule

Board of Adjustment Meeting	April 4, 2024
Planning & Zoning Meeting	April 8, 2024
City Council Meeting	April 16, 2024
Board of Adjustment Meeting	May 2, 2024

Old Business and Tabled Items

- [2.](#) 24-12 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 40.64 Acres, Located at 664 Aaron Way, from Planned Development District (PDD) to Brookside Estates Planned Development District (PDD 24-001).
- [3.](#) 24-13 An Ordinance of the City Council Amending Title IV ("Land Use"), Chapter 400 ("Comprehensive Plan And City Planning And Zoning Commission"), Section 400.010 ("Created – Composition – Appointment – Qualifications"), of the Municipal Code of the City of Republic, Missouri.

New Business (First Reading of Ordinances)

- [4.](#) 24-14 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Missouri Department of Labor for Establishment of an Employee Apprenticeship Program.
- [5.](#) 24-15 An Ordinance of the City Council Amending Title VII ("Utilities"), Chapter 715 ("Sewers And Sewage Disposal"), Article 715-II ("Use Of The Publicly-Owned Treatment Works"), Section 715.130 ("Connection to the Publicly Owned Treatment Works") of the Municipal Code of the City of Republic, Missouri.
- [6.](#) 24-16 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Republic R-III School District and Drury Properties Inc. for Right of Way Access and Other Related Obligations as part of the New Republic Intermediate School Project.
- [7.](#) 24-17 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Missouri Highways and Transportation Commission and Drury Properties Inc. for Right of Way Access and Other Related Obligations as part of the New Republic Intermediate School Project.

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.**

- [8.](#) 24-18 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Republic R-III School District and Springfield Evergreen Holdings, LLC for Installation and Maintenance of Sewer Infrastructure to Service the New Republic Intermediate School Project.
- [9.](#) 24-19 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Republic R-III School District and Great Escape Beer Works LLC for Installation and Maintenance of Sewer Infrastructure to Service the New Republic Intermediate School Project.
- [10.](#) 24-20 An Ordinance of the City Council Amending Title I (“Government Code”), Chapter 120 (“City Officers And Employees”), Article 120-I (“General Provisions”), Section 120.025 (“Mayor And Council Compensation”) of the Municipal Code of the City of Republic, Missouri.

Other Business (Resolutions)

- [11.](#) 24-R-14 A Resolution of the City Council Authorizing the City Administrator to Negotiate and Enter into an Agreement with Precision Construction & Contracting, LLC for Design Build Services for the New Tennis and Pickleball Facility at Miller Park.
- [12.](#) 24-R-15 A Resolution of the City Council Awarding the Bid for the City’s 2024 Paving Overlays and Builds Parking Lot Paving to Blevins Asphalt Construction Company, Inc.

Reports from Staff

Adjournment



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

MINUTES
City Council Meeting
Municipal Court Building, 540 Civic Blvd
March 19, 2024 at 6:00 PM

Call Meeting to Order

The regular session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Matt Russell at 6:00 p.m. Council Members present included Eric Franklin, Garry Wilson, Eric Gerke, Darran Campbell, Brian Fields, Justin Neal, Chris Updike, and Clint Gerlek. Others in attendance were: City Administrator David Cameron, Assistant City Administrator Andrew Nelson, Chief of Staff Lisa Addington, City Attorney Megan McCullough, Fire Chief Duane Compton, Police Chief Brian Sells, Assistant City Administrator/Parks and Recreation Director Jared Keeling, City Clerk Laura Burbridge, Finance Director Bob Ford, Planning Manager Karen Haynes, Sergeant Zach Richards, Recreation Superintendent Garrett Cline, Principal Planner Chris Tabor, and IT Director Chris Crosby.

Opening Prayer

Opening prayer was led by City Administrator David Cameron.

Pledge of Allegiance

The Pledge of Allegiance was led by Mayor Matt Russell.

Citizen Participation

Mayor Russell opened citizen participation at 6:01 p.m.

Terry Mooneyham, 1733 E Charles, spoke for the Republic Historical Society with an update on their progress for a proposed museum and event center building. Ms. Mooneyham requested the city donate the property at 221 N. Main and the pocket park to the Historical Society.

Brian Smith, 726 W Scott Circle, spoke regarding concerns about growth, taxes, and the lack of voter turnout to represent the desires of the citizens.

Mayor Russell closed citizen participation at 6:08 p.m.

Mayor's Announcements

1. Appoint Kami Means to the Planning and Zoning Commission with a term expiring February 6, 2027.

Mayor Russell appointed Kami Means to the Planning and Zoning Commission.

Consent Agenda

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

2. Approve the March 5, 2024 City Council Meeting Minutes.
3. Approve the Vendor List.
4. 24-R-11 A Resolution of the City Council Authorizing the Purchase and Safety Equipment Outfitting of Three (3) New Police Department Vehicles.

Board, Commission, and Committee Schedule

City Council Meeting	April 2, 2024
Board of Adjustment Meeting	April 4, 2024
Planning & Zoning Meeting	April 8, 2024
City Council Meeting	April 16, 2024

Old Business and Tabled Items

5. **24-09 An Ordinance of the City Council Amending Title II (“Public Health, Safety And Welfare”), Chapter 215 (“Offenses”), Article 215-XII (“Offenses Concerning Minors”), Section 215.2000 (“Use Of Alcoholic Beverages And/Or Controlled Substances By Minors At Open Parties Prohibited-Penalties-Person In Control Of Premises Liable”), of the Municipal Code of the City of Republic, Missouri.**

Motion was made by Council Member Fields and seconded by Council Member Franklin to have the second reading of Bill 24-09 by title only. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Megan McCullough was available for any questions of Council. Council Member Campbell motioned for the passage of Bill 24-09. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried.

6. **24-10 An Ordinance of the City Council Approving the Annexation of Approximately 25 Acres of Property Located Near 1100 North Main Avenue and Adjacent Right-of-Way.**

Motion was made by Council Member Franklin and seconded by Council Member Wilson to have the second reading of Bill 24-10 by title only. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor was available for any questions of Council. Council Member Fields motioned for the passage of Bill 24-10. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried.

7. **24-11 An Ordinance of the City Council Amending Title I, Chapter 130 (“Municipal Court”), Article 130-I (“Municipal Court General Provisions”), Article 130-II (“Court Costs and Fees”), Sections 130.080 (“Report To City Council”), 130.180 (“Jailing Of Defendants”), 130.250 (“Court Costs”), and 130.280 (“Installment Payment Of Fine”), of the Municipal Code of the City of Republic, Missouri.**

Motion was made by Council Member Wilson and seconded by Council Member Fields to have the second reading of Bill 24-11 by title only. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Megan McCullough was available for any questions from the Council. Council Member Franklin motioned for the passage of Bill 24-11. Council Member Wilson seconded. A roll call vote was taken digitally. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried.

New Business (First Reading of Ordinances)

8. **24-12 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 40.64 Acres, Located at 664 Aaron Way, from Planned Development District (PDD) to Brookside Estates Planned Development District (PDD 24-001).**

Motion was made by Council Member Wilson and seconded by Council Member Updike to have the first reading of Bill 24-12 by title only. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor gave an overview of the

bill. Josh Bryan, 1006 E. Camarene St. spoke in favor of the bill representing the developer. Jim Schwab, 634 E Ginger Bid Ct., spoke in opposition to the rezone. Jim Hyde, 614 S Conroy, spoke in opposition to the rezone. Mayor Russell reminded Council this is a first read and to get with staff with questions prior to the next meeting.

9. **24-13 An Ordinance of the City Council Amending Title IV (“Land Use”), Chapter 400 (“Comprehensive Plan And City Planning And Zoning Commission”), Section 400.010 (“Created – Composition – Appointment – Qualifications”), of the Municipal Code of the City of Republic, Missouri.**

Motion was made by Council Member Franklin and seconded by Council Member Neal to have the first reading of Bill 24-13 by title only. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor gave an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff with questions prior to the next meeting.

Other Business (Resolutions)

10. **24-R-12 A Resolution of the City Council Authorizing the City Administrator to Enter into an Agreement with Performance Food Group, Inc. (d/b/a Performance Foodservice-Missouri) to Provide Professional Food Service Delivery for the Parks and Recreation Department’s Concession Operations.**

Motion was made by Council Member Wilson and seconded by Council Member Updike to take up Resolution 24-R-12. Garrett Cline presented the Resolution and answered questions of Council. Council Member Gerke left the meeting. The vote was 7 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried.

11. **24-R-13 A Resolution of the City Council Appointing New Authorized Signers for the City’s General Operating Account and Bond Proceeds Account with Arvest Bank and Modifying the Process by which the City is to Provide Notice of any Changes to Said Signers.**

Motion was made by Council Member Campbell and seconded by Council Member Wilson to take up Resolution 24-R-13. Bob Ford presented the Resolution and answered questions of Council. The vote was 7 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried.

Reports from Staff

City Administrator David Cameron thanked the citizens in attendance for expressing their concerns and thanked the developer as well. Mr. Cameron noted he and Council have taken several calls regarding the rezone. Mr. Cameron thanked Chris Tabor for the great job presenting and answering questions, adding he appreciated all the work to prepare the item. Mr. Cameron also thanked Garrett Cline for the great job on his item.

City Administrator David Cameron updated Council on Senate Bill 979, the annexation bill from Springfield. Mr. Cameron reported this is picking back up and a revised version has been provided to our attorney, who is working on language and comment in response. Mr. Cameron noted we hope to release it this week. Mr. Cameron also announced that Republic did not receive state funding this year despite numerous conversations at the capitol. Mr. Cameron thanked Senator Hough and Representative Davidson for their hard work to help us. Mr. Cameron acknowledged we have probably received the highest allocations in the state but will continue to work on funding opportunities. Mr. Cameron encouraged everyone to thank our representatives if they see them for all they have done for

us. Returning to Senate Bill 979, Mr. Cameron acknowledged we do want to see Springfield expand and grow, but we need to all be on the same page and with our boundary agreement, there are questions whether the bill would supersede that agreement.

City Administrator David Cameron thanked the Historical Society, noting we have labored over what to do with that building. Mr. Cameron also reminded everyone that there are ballot measures coming up and Mayor/Council seats.

Council Member Franklin requested confirmation on the next Main Street Workshop location next week. Staff reported it will be at the Christian Church. Mr. Franklin reminded everyone to vote, noting he appreciates seeing signs out and action by candidates. Mr. Franklin thanked the Planning and Zoning Commission and staff involved for the great job on the last meeting, noting he enjoyed the Planning and Zoning 101 training.

Council Member Gerlek noted that as a kid, it was often repeated that you can't teach size or speed, but what applies in this room is you can't teach passion, you just have it. Mr. Gerlek noted regardless of someone's public speaking skills, the passion makes people willing to do it, whether we agree with each other or not. Mr. Gerlek noted he did agree with the concern of the number of people who show up to vote to address the issues for the community, noting we need people to get out and vote. Mr. Gerlek acknowledged the passion shown and not being dissuaded from action due to fears. Mr. Gerlek thanked everyone for coming out to speak, adding not to lose the passion.

Mayor Russell encouraged everyone to enjoy the evening.

Adjournment

Mayor Russell adjourned the meeting at 7:23 p.m.

ATTEST:

Laura Burbridge, City Clerk

Matt Russell, Mayor



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-12 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 40.64 Acres, Located at 664 Aaron Way, from Planned Development District (PDD) to Brookside Estates Planned Development District (PDD 24-001).

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: April 2, 2024

Issue Statement

SGF Landing LLC has applied to change the Zoning Classification of approximately 40.64 acres of property located at 664 East Aaron Way from Planned Development District (PDD) to **Brookside Estates Planned Development District (PDD)**.

Discussion and/or Analysis

The property subject to this Rezoning Application is comprised of approximately **40.64 acres** of land located at 664 E Aaron Way. The property is currently occupied by two residential dwellings and some accessory structures. The use of the property is primarily residential in nature.

Applicant's Proposal

The Applicant is proposing the Rezoning of the subject property to Brookside Estates Planned Development District (PDD), a single-family residential subdivision containing a maximum of 153 lots and a maximum density of 3.76 lots per acre.

Specifically, the proposed Development Plan will allow for a mix of single-family residential lots consisting of 48 lots with a minimum lot size of 9,000 sf, 105 lots with a minimum lot size of 7,000 sf, and detention. The Development Plan also contains new water, sanitary sewer, and stormwater systems to support the development, a required collector street, and a number of local streets to support the development.

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

- **Medium-Density Single-Family Residential (R1-M)**
 - Total Lots: 48
 - Permitted Uses: Single-Family Residential
 - Setbacks (required distance from the building footprint to the respective property line):
 - Front: 25 Feet
 - Rear: 25 Feet



- Interior Side Setback: 6 Feet
- Side Street Setback: 15 Feet
- Required Frontage (measurement of the property along the road):
 - 80 Feet

- **High-Density Single-Family Residential (R1-H)**
 - Total Lots: 105
 - Permitted Uses: Single-Family Residential
 - Setbacks (required distance from the building footprint to the respective property line):
 - Front: 25 Feet
 - Rear: 25 Feet
 - Interior Side Setback: 6 Feet
 - Side Street Setback: 15 Feet
 - Required Frontage (measurement of the property along the road):
 - 70 Feet

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

Current Conditions of Property

The subject property is currently zoned as part of the Valley Trails Planned Development District (PDD). This PDD allows for single-family homes at a density of 2.7 homes per acre. The Development Plan for Valley Trails includes custom setbacks and lot sizes.

Lot specifications for the subject property’s existing zoning (PDD) include the following elements:

- **Valley Trails Planned Development District (PDD)**
 - Permitted Uses: Single-Family Residential
 - Setbacks (required distance from the building footprint to the respective property line):
 - Front: 15 Feet
 - Rear: 15 Feet
 - Interior Side Setback: 5 Feet
 - Required Frontage (measurement of the property along the road):
 - 50 Feet

Consistency with the Planned Development District (PDD) Ordinance

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

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

- The proposed Development Plan shall involve a mixture or variation of land uses or densities
 - Brookside Estates PDD includes two differing residential densities within the project area.
- The proposed Development Plan shall involve the provision of all infrastructure deemed necessary to adequately serve the potential development.
 - The Brookside Estates PDD Development Plan includes provisions for municipal water and sewer services, a plan for stormwater management, and the construction of several Local-class Streets and one Collector-class Street.
- The proposed Development Plan shall involve design elements that promote the City of Republic's Comprehensive Plan and other adopted plans of the City.
 - The City of Republic's Comprehensive and Land Use Plans promote the expansion of commercial and residential development at locations supported by the City's water, sanitary sewer, and transportation networks; the Brookside Estates property can be adequately supported by the City's capacities for water, sewer, and transportation.
- The proposed Development Plan shall involve design elements intended to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to preserve features of historical significance; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public improvements.
 - The Brookside Estates Development Plan includes the construction of Grace Street, which would serve as a collector from Main Street to Lynn Avenue. As currently configured, no such connection exists for more than 5,000 ft between Miller Road and Countyline Road.

Consistency with the Comprehensive Plan and Land Use Plan

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

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

- **Community Development Goals and Objectives**
 - **Goal 1:** Support market conditions to develop a greater variety of residential options.
 - **Objective 1A:** Support a variety of housing developments and styles to ensure a range of options are available.
- **Coordination with Infrastructure**

- **Goal 1:** Support new development that is well-connected to the existing community.
 - **Objective 1A:** Encourage development that improves and expands upon existing infrastructure.
 - **Objective 1B:** Promote development aligning with current adopted plans of the City.
- **Goal 2:** Recognize potential infill sites as opportunities for development, while mitigating impacts to adjacent established properties.
 - **Objective 1A:** Support the development of vacant parcels as opportunities for densification that is harmonious with surrounding development.

Compatibility with Surrounding Land Uses

Zoning Compatibility

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

- North: Medium Density Single-Family Residential (R1-M)
- South: Greene County Agricultural (A-1)
- East: Medium Density Single-Family Residential (R1-M); Valley Trails Planned Development District (PDD)
- West: Medium Density Single-Family Residential (R1-M)

The proposed Development Plan ensures that incoming properties are adjacent to those of like zoning. Brookside Estates is planned so that owners of existing lots zoned Medium-Density Single-Family Residential (R1-M) would be assured that only R1-M lots would be created next to them.

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

Capacity to Serve Potential Development and Land Use

Municipal Water and Sewer Service: The subject site is in proximity to City of Republic sanitary sewer and water service, with existing points of connection to the north, east, and west. Several potential connections are available for both utilities.

The development will be served via a looped water system, connecting to existing water mains that have points of connection to the north, east, and west. The exact location and size of the water mains required to serve the development will be determined during the infrastructure design process.

Effluent from the development would travel to the Shuyler Creek Lift Station before traveling back to the Wastewater Treatment Facility.

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

Transportation: Brookside Estates proposes six new streets facilitating circulation within the subdivision:

- Spring Court
- Spruce Way
- Sugar Pine Lane
- Briarwood Drive
- Cyprus Way
- Creekside Place

The Development Plan extends four existing streets:

- Hardy Street
- Hadley Street
- Halsey Street
- Grace Street

The proposed Development Plan would finish several planned connections to existing neighborhoods to facilitate travel within the City. At each of these connection points, streets were previously “stubbed out” to the edge of the property to provide future access to the subject property. Completing these roads would create additional routes for both residents and emergency service personnel. Additionally, making these connections will alleviate current conditions along portions of Hardy, Hadley, Halsey, and Grace within Sterling Meadows where larger vehicles such as fire trucks are unable to turnaround and may instead be required to back up as much as 800 feet.

Importantly, the Development Plan includes the construction and dedication of a portion of Grace Street which will complete the full connection between Lynn Avenue and Main Street as identified in the City’s Transportation Plan.

In accordance with policy, the Applicant was required to perform a Traffic Impact Study (TIS) to analyze the impact of the traffic generated from the proposed development. The TIS was then reviewed by BUILDS Staff. The results of the TIS indicate the proposed full buildout of the development will not warrant any traffic improvements.

Stormwater: The Development Plan contains an area designated for stormwater retention/detention, designed to accommodate stormwater generated by the development. The location for this area is in the northeast corner of the development, as necessitated by the topography of the property. Additional stormwater areas and/or easements may be required through the engineering design process. The stormwater retention/detention areas, drainage easements, and all open space/common areas will be owned and maintained by the Developer and/or a Property Owners Association.

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

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



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

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

Recommended Action

Staff considers the **proposed Zoning Map Amendment (Rezoning to Planned Development District)** to be generally consistent with the **goals and objectives of the Comprehensive and Land Use Plans**, generally consistent with the **trend of development in the vicinity of the site**, generally **compatible with surrounding land uses**, and **able to be adequately served by municipal facilities**. Specifically, the proposed development can be adequately served by the City’s municipal water and sanitary sewer services and the City’s transportation network. 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 40.64 ACRES, LOCATED AT 664 AARON WAY, FROM PLANNED DEVELOPMENT DISTRICT (PDD) TO BROOKSIDE ESTATES PLANNED DEVELOPMENT DISTRICT (PDD 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, SFG Landing LLC (“Applicant”) submitted an application (“Application”) to the City’s BUILDS Department to rezone approximately 40.64 acres of real property located at 664 East Aaron Way in Republic, Missouri (“Property”) from Planned Development District (PDD) to the Brookside Estates Planned Development District (PDD 24-001); and

WHEREAS, Applicant additionally seeks approval of a development plan for the Brookside Estates Planned Development District, identified as PDD 24-001 (“Development Plan”), a single-family residential subdivision containing 153 lots and a maximum density of 3.76 lots per acre; and

WHEREAS, the City submitted the Application and Development Plan to the Planning and Zoning Commission (“P+Z Commission”) and set a public hearing on the Application for March 11, 2024; and

WHEREAS, pursuant to Republic Municipal Code § 405.980, the City published notice of the time and date for the public hearing on the Application on February 21, 2024 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 P+Z Commission conducted the public hearing on the application and Development on March 11, 2024, after which the P+Z Commission rendered written findings of fact on the application, Development Plan, and rezoning and, thereafter, submitted the same, together with its recommendations, to the Council; and

WHEREAS, the P+Z Commission, by a vote of 3 Ayes to 1 Nay, recommended the approval of the Application and Development Plan; and

WHEREAS, the Application, Development Plan, and request to amend the Zoning Code and Official Zoning Map was submitted to the City Council for a first reading at its regular meeting on March 19, 2024, after which the City Council hearing the second reading on April 2, 2024, voted to rezone such property approve the Development Plan, 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 tract comprising of 40.64 acres located at 664 East Aaron Way, Republic, Missouri, more fully described in the legal description

herein below, from Planned Development District (PDD) to Brookside Estates Planned Development District (PDD):

A TRACT OF LAND, SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 23 WEST, CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 88°44'00" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 1,332.21 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 01°57'15" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 1,327.28 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 88°46'56" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 1,334.20 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 02°02'22" WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 1,328.45 FEET TO THE POINT OF BEGINNING, AND CONTAINING 40.64 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY.

Section 2: The Development Plan, attached to this Ordinance and labeled "Attachment 1," is hereby approved and adopted by the Council, along with any modifications and conditions imposed herein.

Section 3: Unless otherwise specifically defined by the approved Development Plan, the development of the tracts of realty contained herein will be regulated according to the requirements of the City of Republic's Municipal Code of Ordinances.

Section 4: In all other aspects other than those herein amended, modified, or changed, the Zoning Code and Official Zoning Map shall remain the same and continue in full force and effect.

Section 5: The whereas clauses are hereby specifically incorporated herein by reference.

Section 6: 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 7: This Ordinance shall take effect and be in force from and after its passage as provided by law.

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

Matt Russell, Mayor

Attest:

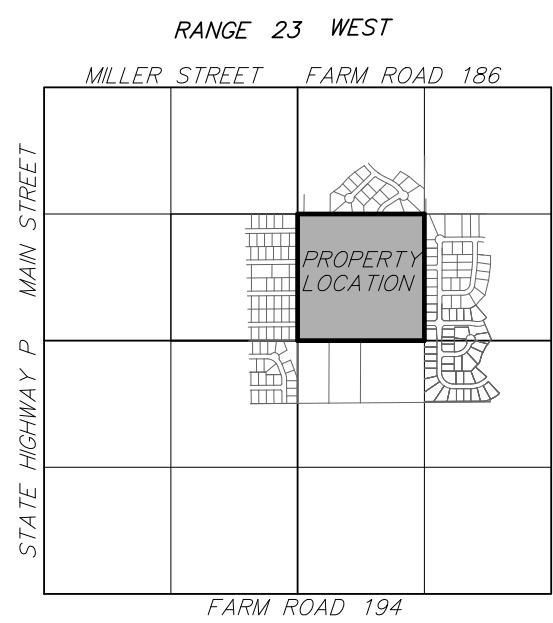
Laura Burbridge, City Clerk

Approved as to Form:

A handwritten signature in blue ink, appearing to read 'Megan McCullough', is written over a horizontal line.

Megan McCullough, City Attorney

Final Passage and Vote:



LOCATION SKETCH
SCALE 1" = 2000'

LEGEND

- 1210 — EXISTING CONTOURS
- EX — EX — EXISTING WATER LINE
- P — P — PROPOSED WATER LINE
- S — S — PROPOSED SANITARY SEWER LINE
- M — M — SANITARY SEWER MANHOLE
- F — F — FIRE HYDRANT
- C — C — CURB INLET
- 5' — 5' — 5' SIDEWALK

BENCHMARK
MISSOURI GEOGRAPHIC REFERENCE SYSTEM MONUMENT GR-86 ELEVATION 1204.39 VERTICAL DATUM NAVD 1988

BASIS OF BEARINGS
GRID NORTH MISSOURI COORDINATE SYSTEM OF 1983 CENTRAL ZONE

OWNER & DEVELOPER
RRA PROPERTIES LLC
PO BOX 791
BRANSON, MO 65615

PLANNED DEVELOPMENT DISTRICT LAND USE SITE PLAN FOR BROOKSIDE ESTATES
A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 23 WEST REPUBLIC, GREENE COUNTY, MISSOURI



SURVEY DESCRIPTION

BOOK 2023 PAGE 005268-23
A TRACT OF LAND, SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 23 WEST, CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 88°44'00" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 1,332.21 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 01°57'15" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 1,327.28 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 88°46'56" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 1,334.20 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 02°02'22" WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 1,328.45 FEET TO THE POINT OF BEGINNING, AND CONTAINING 40.64 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY.

ADDITIONAL NOTES

- MINIMUM FINISHED FLOOR ELEVATIONS SHALL BE ESTABLISHED AT ONE FOOT ABOVE THE ADJACENT DETENTION OVERFLOW ELEVATION FOR ADJACENT LOTS.
- OWNERSHIP AND MAINTENANCE OF OPEN SPACE/Common Areas AND DRAINAGE/DETENTION EASEMENT SHALL BE ESTABLISHED THROUGH A HOMEOWNERS ASSOCIATION. MAINTENANCE OF ANY DRAINAGE EASEMENT THAT IS CONTAINED WITHIN PLATTED LOT SHALL BE THE RESPONSIBILITY OF THE LOT OWNER.
- A DETENTION AREA WILL BE CONSTRUCTED TO ENSURE THE POST-DEVELOPED PEAK FLOWS WILL BE LESS THAN THE PRE-DEVELOPED PEAK FLOWS.

Existing Zoning: Planned Development District (PDD)
Proposed Zoning: Planned Development District (PDD)

- Medium-Density Single-Family Residential (R1-M)
- High-Density Single-Family Residential (R1-H)

SITE INFORMATION

Total Area = 40.64 Acres
Total Number Of Lots - 153
Density = 3.76 Lots/Acre
Existing Zoning: Planned Development District (PDD)
Proposed Zoning = Planned Development District (PDD)
Lots 1-28, 119, 123-136, 142-146 (Medium-Density Single-Family Residential (R1-M)) (48 Lots)
Lots 29-118, 120-122, 137-141, 147-153 (High-Density Single-Family Residential (R1-H)) (105 Lots)

* Medium-Density Single-Family Residential (R1-M) corresponds to the equivalent Zoning District as referenced in Title IV Land Use of the City of Republic Municipal Code and is subject to all applicable requirements and regulations of said Zoning District.
* High-Density Single-Family Residential (R1-H) corresponds to the equivalent Zoning District as referenced in Title IV Land Use of the City of Republic Municipal Code and is subject to all applicable requirements and regulations of said Zoning District.

Source of Title BOOK 2023 PAGE 005268-23
This Property Does Not Lie Withing A Flood Hazard Area As Determined By The Flood Insurance Rate Map Number 29077 C 0427 E & 29077 C 0435 E Dated 12-17-2010.
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.
Minimum Building Setbacks: (Except as shown)
Front - 25 Feet
Rear - 25 Feet
Side - 6 Feet
Side Adjacent to Street - 15 Feet
There is a 10' Utility Easement Adjacent To All Street Right Of Way And Along The Rear Of All Lots.
Proposed Street Right of Way Widths: 50'
Proposed Street Pavement Widths: 28 Feet (Back Curb to Back Curb)
5' Wide Sidewalk Proposed On One Side Of Street.

KNOWN 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, MISSOURI.

Lawrence E. Jansen 1-31-24
LAWRENCE E. JANSEN PLS 2385 DATE

CLASS OF SURVEY "URBAN"
EIP - EXISTING IRON PIN
SIP - SET IRON PIN
F - FENCELINE
S/B - SETBACK LINE
U/E - UTILITY EASEMENT
D/E - DRAINAGE EASEMENT
Job No.: 2308-001
Date: 1-31-2024
Drawn By: LEJ
Checked By: LEJ

STATE OF MISSOURI
REGISTERED LAND SURVEYOR
LAWRENCE E. JANSEN
NUMBER LS-2385

GLOBAL
PRECISION SURVEYING, L.L.C.
P.O. BOX 790, REPUBLIC, MO 65738
PHONE (417) 883-0900 FAX (417) 883-0335
CERTIFICATE OF AUTHORITY
NUMBER LS-2010000563

Owner/Applicant
 TVP INVESTMENTS LLC/SFG
 LANDING LLC

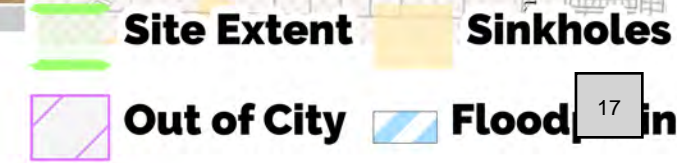
ADDRESS
 664 E. Aaron Way.

ZONING
 PLANNED DEVELOPMENT
 DISTRICT (PDD) | REQUESTED:
 BROOKSIDE ESTATES (PDD)

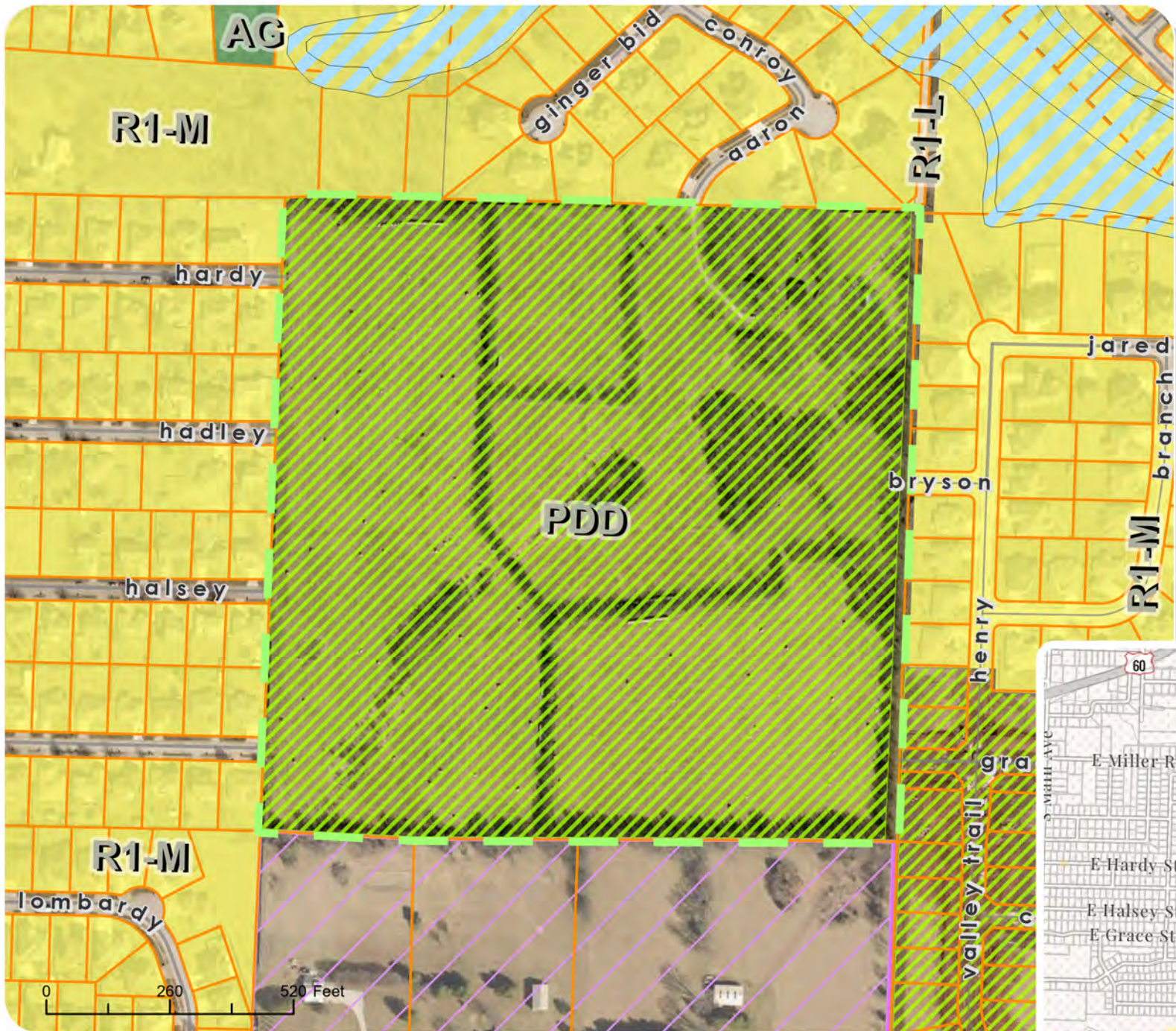
PIN
 1729100013

WARD
 3

ACREAGE
 40.64



BROOKFIELD ESTATES (PDD)
PDD 24-001 | REZONE



Owner/Applicant
 TVP INVESTMENTS LLC/SFG
 LANDING LLC

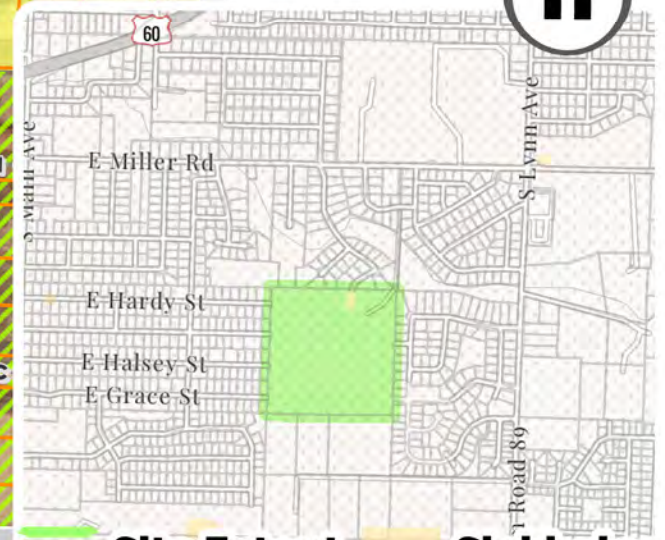
ADDRESS
 664 E. Aaron Way.

ZONING
 PLANNED DEVELOPMENT
 DISTRICT (PDD) | REQUESTED:
 BROOKSIDE ESTATES (PDD)

PIN
 1729100013

WARD
 3

ACREAGE
 40.64



Site Extent **Sinkholes**

Out of City **Flood**

BROOKFIELD ESTATES (PDD)
PDD 24-001 | REZONE

Findings of Fact

Date of Hearing:

03/11/2024

Time:

6:00

Type of Application:

Planned Development District

Name of Applicant:

Brookside Estates Planned Development (PDD 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:

I STRUGGLED OVER THIS ANSWER, MOST HOMES ARE R1-M IN THE AREA BUT THESE ARE STILL DECENT SIZED LOTS. MY HOPE IS THIS DOES NOT LOWER HOME VALUE OR CHANGE THE ESTABLISHED STERLING MEADOWS AREA, IN MY OPINION THIS FOLLOWS THE CITY'S PLAN, WHICH

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

Approval

Denial

Commissioner Name:

VAN BROSSE

Commissioner Signature:

[Signature]

Date:

3/11/24

IS ALL I CAN NOTE FOR COUNCIL CAN DECIDE ON R1-M ✓ R1-M IN THIS AREA

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

Concerned about cookie cutters? Crime rate?
Concerned about house type
Gas Pipeline concerns
Concerns about total traffic
Area needs larger homes
Assumptions about people that may or may not purchase homes
Main concern is R1-H vs R1-M
Where is the green space?
TAFSA community?
Concerns about like zoning

Statement of Relevant Facts Found:

40.64 acres PDD -> PDD Medium density can be up to 4.00 lots/acre
3.67 lots/acre R1-M + R1-H 9000 v 7000 | Land service A for all Inter-sections surrounding
48 105
currently custom lot sizes @ 2.7 homes/acre
conform with PDD characteristics
Grace street connects Main -> Lynn
AG & R1-M to East + West
Water + Sewer available
Access for Emergency Response
R1-H is an island in R1-M

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:

Difficult issue. PDD proposed meets the ordinance

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:



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-13 An Ordinance of the City Council Amending Title IV (“Land Use”), Chapter 400 (“Comprehensive Plan And City Planning And Zoning Commission”), Section 400.010 (“Created – Composition – Appointment – Qualifications”), of the Municipal Code of the City of Republic, Missouri.

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: April 2, 2024

Issue Statement

Consideration to approve Amendments to Chapter 400 Zoning Regulations, specifically Section 400.010.

Discussion and/or Analysis

The City of Republic is requesting Amendments to Chapter 400 Comprehensive Plan And City Planning And Zoning – specifically to Section 400.010 Created – Composition – Appointment -- Qualifications

Two changes are proposed to Section 400.010.

The first change would allow for the appointment of up to three Alternates to serve as a voting member of the commission when appointed Commissioners are absent. Such alternates may also be seated in the event of a vacancy of a commissionership. This would help ensure that no Planning and Zoning Commission meetings are cancelled due to the lack of a quorum.

The second change clarifies that the attendance of the Mayor, or Mayor Pro Tempore, at Commission meetings is discretionary rather than required.

Recommended Action

Staff recommends the approval of the referenced Amendment.

AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE IV (“LAND USE”), CHAPTER 400 (“COMPREHENSIVE PLAN AND CITY PLANNING AND ZONING COMMISSION”), SECTION 400.010 (“CREATED – COMPOSITION – APPOINTMENT - QUALIFICATIONS”), OF THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI

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

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

WHEREAS, in reviewing the Municipal Code consistent with the priorities listed herein above, City staff identified the need to amend the existing code provisions governing the Planning and Zoning Commission.

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

Section 1: Title IV (“Land Use”), Chapter 400 (“Comprehensive Plan And City Planning And Zoning Commission”), Section 400.010 (“Created -- Composition -- Appointment – Qualifications”), of the Municipal Code of the City of Republic, Missouri, is hereby amended to read as follows:

Chapter 400 Comprehensive Plan And City Planning And Zoning Commission

400.010 Created -- Composition -- Appointment -- Qualifications

The Planning and Zoning Commission of the City of Republic shall consist of seven (7) ~~citizens~~ **commissioners and up to three (3) alternates** appointed by the Mayor with the approval of a majority of the members of the City Council. **Alternates may serve in the absence of or upon the disqualification of regular members. Alternates may also serve if one or more of the seven (7) commission positions is vacant.** The Mayor, or Mayor Pro Tempore, as designated by the Mayor, **may attend Planning and Zoning Commission meetings.** ~~A~~ **member of the City Council, as selected by the City Council,** ~~and the Planning and Development Director~~ **BUILDS Department Administrator**, or his/her designee, shall attend all meetings of the Planning and Zoning Commission for the purpose of providing such assistance and advice as may be needed; provided however, such persons shall not be members of the Planning and Zoning Commission and shall not be entitled to vote upon any issue which may come before the Planning and Zoning Commission. All members of the Commission shall serve without compensation.

EXPLANATION: Matter shown above in **bold-face/underlined font** (except for Chapter title(s)) is added language. Matter shown above in ~~strike through font~~ is deleted language.

Section 2: All other Sections of the Municipal Code of the City of Republic, Missouri, not specifically referenced in this Ordinance, shall remain unmodified and in full force and effect.

Section 3: The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.

Section 4: The WHEREAS clauses above are specifically incorporated herein by reference.

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

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

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

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

Chapter 400 Comprehensive Plan And City Planning And Zoning Commission

400.010 Created -- Composition -- Appointment -- Qualifications

The Planning and Zoning Commission of the City of Republic shall consist of seven (7) ~~citizens~~ **commissioners and up to three (3) alternates** appointed by the Mayor with the approval of a majority of the members of the City Council. **Alternates may serve in the absence of or upon the disqualification of regular members. Alternates may also serve if one or more of the seven (7) commission positions is vacant.** The Mayor, or Mayor Pro Tempore, as designated by the Mayor, **may attend Planning and Zoning Commission meetings.** ~~A~~ **as** member of the City Council, ~~as~~ **selected by the City Council;** ~~and the Planning and Development Director~~ **BUILDS Department Administrator**, or his/her designee, shall attend all meetings of the Planning and Zoning Commission for the purpose of providing such assistance and advice as may be needed; provided however, such persons shall not be members of the Planning and Zoning Commission and shall not be entitled to vote upon any issue which may come before the Planning and Zoning Commission. All members of the Commission shall serve without compensation.

Findings of Fact

Date of Hearing:

Time:

Type of Application:

03/11/2024

6:00

Code Amendment

Name of Applicant:

Location:

Chapter 400 Amendments (ORD 24-001)

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 *NA*
- Conforming to the City's adopted Transportation Plan Yes No *NA*
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No *NA*
- Compatible with surrounding land uses Yes No *N*
- 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:

NOT HAVING ENOUGH PEOPLE TO VOTE IS A CLEAR ISSUE. I.E. FEB 24' w/ NO Z&P MEETING

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

Approval Denial

Commissioner Name:

Commissioner Signature:

Date:

VAN BRIDGES

[Signature]

3/11/24

Findings of Fact

Date of Hearing:

Time:

Type of Application:

03/11/2024

6:00

Code Amendment

Name of Applicant:

Location:

Chapter 400 Amendments (ORD 24-001)

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:

Commissioner Signature:

Date:

RANDY ELLIS III

[Handwritten Signature]

3/29/24

Findings of Fact

Date of Hearing:

Time:

Type of Application:

03/11/2024

6:00

Code Amendment

Name of Applicant:

Location:

Chapter 400 Amendments (ORD 24-001)

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:

Commissioner Signature:

Date:

CYNTHIA HYDER

C. Hyder

3/11/24

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:

Aligning to state code

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: 24-14 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Missouri Department of Labor for Establishment of an Employee Apprenticeship Program.

Submitted By: Duane Compton, Fire Chief

Date: April 2, 2024

Issue Statement

Discussion and possible vote for permission for the City of Republic, Fire Department to enter into an agreement with the Missouri Department of Labor for the establishment of a Firefighter Apprenticeship program.

Discussion and/or Analysis

This program provides resources for both the employer and the employee. The employer benefits as part of a nationally recognized training program, assisting with recruitment, retention, policy guidance, and consistency. The employee benefits from the inclusion in a program that recognizes completion of training associated with the trades and labor group, providing proof of training, and leading to certification and college credit through verification of completed training. This program is through The Department of Labor Registered Apprenticeship Program and is administered by the Missouri Department of Labor.

Approval of this Ordinance provides the City Administrator or his designee permission to sign and execute applicable documents associated with this agreement. After execution, the City could see a reimbursement from the State of Missouri for equipment and staff time for hiring and training of new employees.

Recommended Action

Staff recommends approval.

**AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT WITH THE MISSOURI DEPARTMENT OF LABOR FOR
ESTABLISHMENT OF AN EMPLOYEE APPRENTICESHIP PROGRAM**

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

WHEREAS, the United States Department of Labor’s Office of Apprenticeship offers an apprenticeship program (“Program”) that includes, among other things, valuable resources for both the employer and employee relating to the topics of recruitment and training; and

WHEREAS, the Program is a well-regarded, nationally recognized training program that will benefit the City by providing it with numerous resources and assistance in the areas of recruitment and retention, training, policy guidance and many other similar features; and

WHEREAS, the City wishes to enter into an intergovernmental agreement with the Missouri Department of Labor to establish the apprenticeship program for the City, which is intended to be available to all qualifying City staff positions; and

WHEREAS, the City’s employees will also benefit from the City’s participation in the Program by having access to training associated with their respective trade(s) and/or labor group(s), and the corresponding certifications or other higher education credits upon successful completion of those trainings.

WHEREAS, the Council finds it in the best interest of the City to approve the IGA with the Department of Labor for their Apprenticeship program for staff training, recruitment, and retention assistance.

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

- Section 1:** The Mayor, on behalf of the City, is authorized to enter into an Intergovernmental Agreement with the Missouri Department of Labor setting forth the terms and conditions that will govern the program available to qualifying City personnel, to be in substantially the same form as that attached to this Ordinance as “Attachment 1.”
- Section 2:** The Mayor and/or City Administrator, 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:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



Registered Apprenticeship Standards For Programs with Collective Bargaining Agreements

Local Apprenticeship Standards

CITY OF REPUBLIC

IAFF LU 152

213 N Main St

Republic, MO 65738

Occupation(s): FIRE FIGHTER

O*NET-SOC Code(s): 33-2011.00 RAPIDS Code(s): (0195CB)

Developed in Cooperation with the
U.S. Department of Labor
Office of Apprenticeship

Approved by the
U.S. Department of Labor
Office of Apprenticeship

Registered By: Tracy Laughery

Signature: Tracy Laughery

Title: State Director
Office of Apprenticeship

Date: 3/7/2024

Registration Number: 2024-MO-128043

Check here if these are revised standards



TABLE OF CONTENTS

SECTION I - STANDARDS OF APPRENTICESHIP

SECTION II - APPENDICES AND ATTACHMENTS

SECTION III – VETERANS’ EDUCATIONAL ASSISTANCE

SECTION IV PART 1 - COLLECTIVE BARGAINING PROVISIONS

SECTION IV PART 2 - SIGNATURES

SECTION I – STANDARDS OF APPRENTICESHIP 29 CFR § 29.5

A. Responsibilities of the sponsor: *City of Republic* must conduct, operate, and administer this program in accordance with all applicable provisions of Title 29 Code of Federal Regulations (CFR) part 29, subpart A and part 30, and all relevant guidance issued by the Office of Apprenticeship (OA). The sponsor must fully comply with the requirements and responsibilities listed below and with the requirements outlined in the document “Requirements for Apprenticeship Sponsors Reference Guide.”

Sponsors shall:

- Ensure adequate and safe equipment and facilities for training and supervision and provide safety training for apprentices on-the-job and in related instruction.
- Ensure there are qualified training personnel and adequate supervision on the job.
- Ensure that all apprentices are under written apprenticeship agreements incorporating, directly or by reference, these Standards and the document “Requirements for Apprenticeship Sponsors,” and that meets the requirements of 29 CFR § 29.7. Sponsors may utilize Form ETA 671 for this purpose and is available upon logging into RAPIDS.
- Register all apprenticeship Standards with the U.S. Department of Labor, including local variations, if applicable.
- Submit apprenticeship agreements within 45 days of enrollment of apprentices.
- Arrange for periodic evaluation of apprentices’ progress in skills and technical knowledge, and maintain appropriate progress records.
- Notify the U.S. Department of Labor within 45 days of all suspensions for any reason, reinstatements, extensions, transfers, completions and cancellations with explanation of causes. Notification may be made in RAPIDS or using the contact information in Section K.
- Make a good faith effort to obtain approval for educational assistance for a veteran or other individual eligible under chapters 30 through 36 of title 38, United States Code, and will not deny the application of a qualified candidate who is a veteran or other individual eligible for educational assistance described in the above for the purpose of avoiding making a good faith effort to obtain approval.
- Provide each apprentice with a copy of these Standards, Requirements for Apprenticeship Sponsors Reference Guide, Appendix A, and any applicable written rules and policies, and require apprentices to sign an acknowledgment of their receipt. If the sponsor alters these Standards or any Appendices to reflect



changes it has made to the apprenticeship program, the sponsor will obtain approval of all modifications from the Registration Agency, then provide apprentices a copy of the updated Standards and Appendices and obtain another acknowledgment of their receipt from each apprentice.

- Adhere to Federal, State, and Local Law Requirements -- The Office of Apprenticeship's registration of the apprenticeship program described in these Standards of Apprenticeship on either a nationwide basis (under the National Program Standards of Apprenticeship) or within a particular State, and the registration of individual apprentices under the same program, does not exempt the program sponsor, and/or any employer(s) participating in the program, and/or the individual apprentices registered under the program from abiding by any applicable Federal, State, and local laws or regulations relevant to the occupation covered by these Standards, including those pertaining to occupational licensing requirements and minimum wage and hour requirements.

The program's Standards of Apprenticeship must also conform in all respects with any such applicable Federal, State, and local laws and regulations. Any failure by the program to satisfy this requirement may result in the initiation of deregistration proceedings for reasonable cause by the Office of Apprenticeship under 29 CFR § 29.8.

B. Minimum Qualifications - 29 CFR §29.5(b)(10)

An apprentice must be at least 18 years (Enter an age of at least 16 years) of age, except where a higher age is required by law, and must be employed to learn an apprenticeable occupation.

*There is an educational requirement of:
Must be a High School graduate or equivalent.*

*There is a physical requirement of:
Vision defect cannot exceed 20/100 and must be corrected to 20/30 in both eyes; must be able to distinguish primary colors; must pass a post-offer medical examination including a hearing test; must be able to reach, hold and grip; must have lateral mobility; must possess the manual dexterity to use a computer and climb ladders; must be able to lift and carry a minimum of 50 pounds for a distance of at least 50 feet; must be able to drag and/or push and pull up to 165 pounds for a distance of at least 50 feet; must be able to walk, sit or stand for prolonged periods; work at heights above 100 ft or higher as required by the emergency situation; walk, crawl, run, jump, twist, climb, bend, squat, kneel.*

Other Qualifications: Shall have current certification issued by the Missouri Division of Fire Safety in Firefighter I and II. Must currently possess Emergency Medical Technician (EMT) license or be able to obtain within six (6) month probationary period.

A valid driver's license is required.

C. Apprenticeship Approach and Term - 29 CFR § 29.5(b)(2)

The apprenticeship program(s) will select an apprenticeship training approach. The approach is notated in Appendix A, APPRENTICESHIP APPROACH.

D. Work Process Schedule and Related Instruction Outline - 29 CFR § 29.5(b)(4)

Every apprentice is required to participate in related instruction in technical subjects related to the occupation. Apprentices *will* be paid for hours spent attending related instruction classes. The Work Process Schedule and Related Instruction Outline are outlined in Appendix A.

**E. Credit for Previous Experience - 29 CFR § 29.5(b)(12)**

Apprentice applicants seeking credit for previous experience gained outside the apprenticeship program must furnish such transcripts, records, affidavits, etc. that may be appropriate to substantiate the claim. *City of Republic* will evaluate the request for credit and make a determination during the apprentice's probationary period.

F. Probationary Period - 29 CFR § 29.5(b)(8) and (20)

Every applicant selected for apprenticeship will serve a probationary period, which may not exceed 25 percent of the length of the program, or 1 year whichever is shorter. The probationary period is notated in Appendix A, PROBATIONARY PERIOD.

G. Ratio of Apprentices to Journeyworkers - 29 CFR § 29.5(b)(7)

Every apprenticeship program is required to provide an apprenticeship ratio of apprentices to journeyworkers for adequate supervision. The ratio is notated in Appendix A, RATIO OF APPRENTICES TO JOURNEYWORKERS.

H. Apprentice Wage Schedule - 29 CFR § 29.5(b)(5)

Apprentices must be paid a progressively increasing schedule of wages based on either a percentage or a dollar amount of the current hourly journeyworker wage rate. The progressive wage schedule is notated in Appendix A, APPRENTICE WAGE SCHEDULE.

I. Equal Employment Opportunity and Affirmative Action**1. Equal Opportunity Pledge - 29 CFR §§ 29.5(b)(21) and 30.3(c)(1)**

City of Republic will not discriminate against apprenticeship applicants or apprentices based on race, color, religion, national origin, sex (including pregnancy, gender identity, and sexual orientation), sexual orientation, genetic information, or because they are an individual with a disability or a person 40-years old or older.

City of Republic will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, part 30.

2. Affirmative Action Program - 29 CFR §§ 29.5(b)(21), 30.4-30.9

City of Republic acknowledges that it will adopt an affirmative action plan in accordance with Title 29 CFR §§ 30.4-30.9 (required for sponsors with five or more registered apprentices by two years from the date of the sponsor's registration or by two years from the date of registration of the program's fifth (5th) apprentice). Information and technical assistance materials relating to the creation and maintenance of an affirmative action plan will be made available on the Office of Apprenticeship's website.

3. Selection Procedures - 29 CFR § 30.10

Every sponsor will adopt selection procedures for their apprenticeship programs, consistent with the requirements set forth in 29 CFR § 30.10(b). The selection procedures for each occupation for which the sponsor intends to train apprentices are notated in Appendix A, SELECTION PROCEDURES.

J. Complaint Procedures - 29 CFR §§ 29.5(b)(22), 29.7(k), 29.12, and 29 CFR § 30.14



If an applicant or an apprentice believes an issue exists that adversely affects the apprentice's participation in the apprenticeship program or violates the provisions of the apprenticeship agreement or Standards, the applicant or apprentice may seek relief. Nothing in these complaint procedures precludes an apprentice from pursuing any other remedy authorized under another Federal, State, or local law. Below are the methods by which apprentices may send a complaint:

For all issues covered by a Collective Bargaining Agreement (CBA), apprentices must seek resolution through the applicable procedures contained in the CBA. *(if applicable, see Requirements for Apprenticeship Sponsors Reference Guide)*

- 1. Complaints regarding discrimination.** Complaints must contain the complainant's name, address, telephone number, and signature, the identity of the respondent, and a short description of the actions believed to be discriminatory, including the time and place. Generally, a complaint must be filed within **300** days of the alleged discrimination. Complaints of discrimination should be directed to the following contact:

*U.S. Department of Labor, Office of Apprenticeship
200 Constitution Ave. NW, Washington, DC 20210
Telephone Number: (202) 693-2614
Email Address: ApprenticeshipEEOcomplaints@dol.gov
Point of Contact: Director, Division of Standards and Quality
Attn: Apprenticeship EEO Complaints*

You may also be able to file complaints directly with the EEOC, or State fair employment practices agency.

- 2. Other General Complaints.** The sponsor will hear and attempt to resolve the matter locally if written notification from the apprentice is received within *15* days of the alleged violation(s). The sponsor will make such rulings as it deems necessary in each individual case within *30* days of receiving the written notification:

Name: Rachel Reich-Graef

Address: 213 N Main St

Republic, MO 65738

Telephone Number: (417) 732-3104

Email Address: humanresources@republicmo.com

Any complaint described that cannot be resolved by the program sponsor to the satisfaction of all parties may be submitted to the Registration Agency provided below in Section K.

K. Registration Agency General Contact Information 29 CFR § 29.5(b)(17)

The Registration Agency is the United States Department of Labor's Office of Apprenticeship. General inquiries, notifications and requests for technical assistance may be submitted to the Registration Agency using the contact information below:

Name: Jeremy Sheets

Address: DOL, Office of Apprenticeship

Springfield, Missouri, 65806

Telephone Number: 816-502-0292



Email Address: sheets.jeremy.m@dol.gov

L. Reciprocity of Apprenticeship Programs 29 CFR § 29.13(b)(7)

States must accord reciprocal approval for Federal purposes to apprentices, apprenticeship programs and standards that are registered in other States by the Office of Apprenticeship or a Registration Agency if such reciprocity is requested by the apprenticeship program sponsor.

Program sponsors seeking reciprocal approval must meet the wage and hour provisions and apprentice ratio standards of the reciprocal State.

SECTION II - APPENDICES AND ATTACHMENTS

- Appendix A** – *Work Process Schedule, Related Instruction Outline, Apprentice Wage Schedule, Ratio of Apprentices to Journeyworkers, Type of Occupation, Term of Apprenticeship, Selection Procedures, and Probationary Period*
- Appendix B** – *ETA 671 - Apprenticeship Agreement and Application for Certification of Completion of Apprenticeship (To be completed after registration)*
- Appendix C** – *Affirmative Action Plan (Required within two years of registration unless otherwise exempt per 29 CFR §30.4(d))*
- Appendix D** – *Employer Acceptance Agreement (For programs with multiple-employers only)*



SECTION III - VETERANS' EDUCATIONAL ASSISTANCE AS MANDATED BY PUBLIC LAW 116-134 (134 STAT. 276)

Pursuant to section 2(b)(1) of the Support for Veterans in Effective Apprenticeships Act of 2019 (Pub. L. 116-134, 134 Stat. 276), by signing these program Standards the program sponsor official whose name is subscribed below assures and acknowledges to the U.S. Department of Labor's Office of Apprenticeship the following regarding certain G.I. Bill and other VA-administered educational assistance referenced below (and described in greater detail at the VA's website at: <https://www.va.gov/education/eligibility>) for which current apprentices and/or apprenticeship program candidates may be eligible:

- (1) The program sponsor is aware of the availability of educational assistance for a veteran or other eligible individual under chapters 30 through 36 of title 38, United States Code, for use in connection with a registered apprenticeship program;
- (2) The program sponsor will make a good faith effort to obtain approval for educational assistance described in paragraph (1) above for, at a minimum, each program location that employs or recruits an veteran or other eligible individual for educational assistance under chapters 30 through 36 of title 38, United States Code; and
- (3) The program sponsor will not deny the application of a qualified candidate who is a veteran or other individual eligible for educational assistance described in paragraph (1) above for the purpose of avoiding making a good faith effort to obtain approval as described in paragraph (2) above.

NOTE: The aforementioned requirements of Public Law 116-134 shall apply to "any program applying to become a registered apprenticeship program on or after the date that is 180 days after the date of enactment of this Act" (i.e., September 22, 2020). Accordingly, apprenticeship programs that were registered by a Registration Agency before September 22, 2020, are not subject to these requirements.



SECTION IV PART 1 – COLLECTIVE BARGAINING PROVISIONS

The employer or employer association must furnish to any union that is a collective bargaining agent of the employees to be trained a copy its application for registration and of these Standards, including all attachments. The *City of Republic* and *IAFF LU 152* hereby adopt these Standards of apprenticeship on this 6th day of March, 2024.

Rachel Reich-Graef

Signature of Management (designee)

Rachel Reich-Graef
Printed Name

_____ *Signature of Labor (designee)*

_____ *Printed Name*

_____ *Signature of Management (designee)*

_____ *Printed Name*

_____ *Signature of Labor (designee)*

_____ *Printed Name*

SECTION IV PART 2 – SIGNATURES

OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS

The undersigned sponsor hereby subscribes to the provisions of the foregoing Apprenticeship Standards formulated and registered by *City of Republic*, on this 6th day of March, 2024. The signatories acknowledge that they have read and understand the document titled “Requirements for Apprenticeship Sponsors Reference Guide” and that the provisions of that document are incorporated into this agreement by reference unless otherwise noted.

Rachel Reich-Graef

Signature of Sponsor (designee)

Rachel Reich-Graef
Printed Name

_____ *Signature of Sponsor (designee)*

_____ *Printed Name*

Appendix A

WORK PROCESS SCHEDULE AND RELATED INSTRUCTION OUTLINE

Developed By:

City of Republic Missouri



For the Occupation of:

FIREFIGHTER

O*NET-SOC CODE: 33-2011.00
RAPIDS CODE: 0195CB

Developed in Cooperation with:

U.S. DEPARTMENT OF LABOR
OFFICE OF APPRENTICESHIP



Appendix A

WORK PROCESS SCHEDULE FIRE FIGHTER

O*NET-SOC CODE: 33-2011.00 RAPIDS CODE: 0195CB

This schedule is attached to and a part of the Standards for the above identified occupation.

1. APPRENTICESHIP APPROACH

Time-based Competency-based Hybrid

2. TERM OF APPRENTICESHIP

The approach of Competency based dictates the term of this apprenticeship is approximately 3 years, completion/mastery of the identified competencies, and supplemented by 955 cumulative hours of related instruction.

3. RATIO OF APPRENTICES TO JOURNEYWORKERS

The apprentice to journeyworker ratio is: 1 Apprentice(s) to 1 Journeyworker(s).

4. APPRENTICE WAGE SCHEDULE

The Apprentices shall be paid a progressively increasing schedule of wages based on either a percentage or a dollar amount of the current hourly journeyworker wage rate, as set at the time. (See Apprentice Agreement; ETA Form 671).

These rates are subject to change at the discretion of the sponsor, through its local partnerships, CBA requirements or the purpose of addressing local labor market conditions and/or desire to register and/or co-register with a local registration agency.

***The starting hourly wage for this program will not be less than the State of Missouri minimum wage

5. PROBATIONARY PERIOD

Every applicant selected for apprenticeship will serve a probationary period of 39 weeks.



6. SELECTION PROCEDURES

Applications for apprenticeship will be accepted as positions become available. These selection procedures do not replace the company's employment hiring process, but are in addition to hiring policy. Every person requesting an application for apprenticeship will have one made available.

- a.) Each applicant will be required to review the Apprenticeship Program Standards and meet the minimum requirements as outlined in Section I., Paragraph B. A copy of this work process will be provided to individuals selected for participation.
- b.) Receipt of the properly completed apprenticeship application and documentation, along with pertinent supporting documents; (driver's license and birth certificate, or other acceptable proof of minimum age) will constitute receipt of a completed application.
- c.) **The City of Republic** will schedule interview and evaluation sessions with the applicants when job openings exist. All applicants who have active applications on file that meet the minimum qualifications and have submitted the required documents will be notified of the date, time and place to appear.
- d.) The interviewer will utilize a standardized and consistent method to interview and evaluate applicants. Standardized questions will be asked during the interview.
- e.) After completing the interview and evaluation of the applicants, the employer will make the appropriate recommendation for acceptance into the apprenticeship program based on **The City of Republic** employment policies and procedures.
- f.) Selected applicants must respond to the notice of selection within 48 hours of notice. If an applicant does not respond within 48 hours their name will be passed.
- g.) Upon selection to the registered apprenticeship program, selected applicants will be registered into the RAPIDS 2.0 system.
- h.) Individuals selected for hire must sign a copy of the ETA form 671 (Appendix B).



**WORK PROCESS SCHEDULE
FIREFIGHTER**

O*NET-SOC CODE: 33-2011.00 RAPIDS CODE: 0195CB

DESCRIPTION: Control and extinguish fires or respond to emergency situations where life, property, or the environment is at risk. Duties may include fire prevention, emergency medical service, hazardous material response, search and rescue, and disaster assistance.

ON-THE-JOB TRAINING:

**Section-
30 Day
Goals**

Task	Completed Date	Officer's Initials
Know how to use portable and mobile radios, be able to speak clearly and orderly, understand the use of Fire Main and Ops Channels. Reference SOP Policy OPR-0033 and FF 1-year task book (Communications) for further details	/ /	
Don Gear and SCBA within two minutes.	/ /	
Understand how to fill out daily apparatus and medical check sheets utilizing the district I-Pad.	/ /	
Understand seat assignments and associated tasks. Reference probationary firefighter task book seat assignment chart.	/ /	
Understand how to use truck MCT. A. Log-in/ Out B. Self-dispatch C. Map features and functions (locate on map/map drive direction) D. Drop down tabs (on-scene, clear/available, out of service) Reference FF 1-year task book (Communications) for further details	/ /	
Understand procedure for two-in/two-out and lost/trapped firefighter. Reference SOP (Red) policy OPR-0003 and OPR-0007	/ /	



**Section-
60 Day
Goals**

Task	Completed Date	Officer's Initials
Know location and lengths of pre-connected hose lines on assigned apparatus.	/ /	
Start and operate rescue tools, understand limitations of such.	/ /	
Operate all power equipment on assigned apparatus (Saws, fans, lights, etc.)	/ /	
Know how to use thermal imaging device.	/ /	
Know location of all equipment on assigned apparatus.	/ /	
Operate generator and portable/scene lights on apparatus.	/ /	
Understand how to use and read CO detector on assigned apparatus	/ /	

**Section-
90 Day
Goals**

Task	Completed Date	Officer's Initials
Achieve performance standard 1 & 2 within time limits Reference probationary firefighter task book for standard.	/ /	
Understand contents of ALS drug box and be familiar with use of Zoll Cardiac Monitor, AED function and obtaining manual baseline vitals.	/ /	
Stabilize a vehicle using the following methods- A. Cribbing B. Res-Q-Jacks	/ /	
Understand basics of rope rescue equipment and Z-Rig A. Knots B. Anchors C. 3:1 Mechanical advantage	/ /	
Understand what information is required for incident reports. A. EMS call B. Motor vehicle accident C. Fire D. Carbon monoxide/ Smoke alarm	/ /	



Section 90
Day Goals
Continued

Task	Completed Date	Officer's Initials
Properly complete the following reports	/ /	
A. Wildfire report		
B. EMS charts		
C. Training report		
D. Daily log		
Perform the following task using the rescue tools	/ /	
A. Remove vehicle glass		
B. Remove vehicle door		
C. Remove vehicle's roof		
D. Displace the vehicle's dash		

Directions- After the probationary firefighter has successfully completed all 30/60/90-day goals. They shall begin working on their 1-year task book. This task book shall be completed on or before the probationary firefighters 1-year employment date. After successfully completing all tasks outlined in the book the probationary firefighter will be evaluated on their skills.

Section- General knowledge

Task	Completed Date	Officer's Initials
Know the names of all five Board of Director's	/ /	
Explain who Assistant Chief Randy Mantle and Sergeant Jay Sampietro are and what apparatus dedicated to honoring them	/ /	
Understand the different colored pages in the standard operating policies book (SOP's)	/ /	
Review all high-risk low frequency SOP'S	/ /	
Know the location of all fire stations	/ /	
Know the location of all major highways	/ /	
Be able to recite the address of station 1, 5, and 6	/ /	



Section- General Engine Company Knowledge

Task	Completed Date	Officer's Initials
Understand and be able to recite the height of engine you are assigned to	/ /	
Understand and be able to recite the length of engine you are assigned to	/ /	
Understand and be able to recite the pumping capacity of the engine you are assigned to	/ /	
Understand and be able to recite all pre-connected and spare hose carried on the engine you are assigned to	/ /	
Understand and be able to recite the water tank capacity of the engine you are assigned to	/ /	
Explain each piece of equipment that is carried on the engine and what compartment it is stored in.	/ /	
Understand location of knox box keys, knox FDC key, and password1	/ /	
Start and operate all power tools located on assigned apparatus	/ /	
Understand how to use and read CO detector	/ /	
Run all scene lights and portable power equipment	/ /	

Section- General Brush Truck Knowledge

Task	Completed Date	Officer's Initials
Understand and be able to recite all hose carried on brush truck	/ /	
Understand and be able to recite water tank capacity on brush truck	/ /	
Explain each piece of equipment that is carried on the brush truck and what compartment it is stored in.	/ /	
Understand location of knox box keys and password	/ /	
Start and operate all power tools located on assigned apparatus	/ /	



Section- General Truck Company Knowledge

Task	Completed Date	Officer's Initials
Understand and be able to recite the height of ladder truck	/ /	
Understand and be able to recite the length of the ladder truck	/ /	
Understand and be able to recite the pumping capacity of the ladder truck	/ /	
Understand and be able to recite all pre-connected and spare hose carried on the ladder truck	/ /	
Understand and be able to recite the water tank capacity of the ladder truck	/ /	
Explain each piece of equipment this is carried on the ladder truck and what compartment it is stored in.	/ /	
Understand location of knox box keys, knox FDC key, and password1	/ /	
Start and operate all power tools located on assigned apparatus	/ /	
Run all scene lights and portable power equipment	/ /	
Demonstrate how to change the aerial from firefighting mode to rescue mode and understand what mode it stays in for day-to-day operations	/ /	
Demonstrate how to change the aerial to operate as an elevated master stream	/ /	
Demonstrates how to properly secure yourself to the aerial	/ /	
Understands the difference between the rear 5" intake and the passenger side 5" intake	/ /	

Section- Communications

Task	Completed Date	Officer's Initials
Review radio traffic SOP (OPR-0033)	/ /	
Review proper etiquette for answering the department phone	/ /	
Turn the radio off and on, adjust the volume for use	/ /	
Demonstrate how to change channels and zones on portable/mobile radios	/ /	
Demonstrate how to turn on/off the scanning function on all portable, mobile, and VHF radios	/ /	
Have a clear understanding of the following channels on all portable and mobile radios- - OPS Channels - Training Channels - Private channels	/ /	
Demonstrate how to transmit a message on portable radio	/ /	



Task	Completed Date	Officer's Initials
Verbalize transmitting a mayday call	/ /	
Explain what "Emergency traffic" or "Rushed traffic" means	/ /	
Demonstrate how to place apparatus en-route, on-scene, out of service, and clear and available on the truck MDT's	/ /	
Understands the "locate on map" and "map drive direction" button on the truck MDT's	/ /	
Demonstrates how to locate city utility fire hydrants on MDT's	/ /	
Demonstrate how to log in and out of the MDT'S	/ /	
Demonstrate how to locate a fire hydrant/Pre-Plan using active 911	/ /	
Demonstrate how to locate a knox box/knox gate switch on active 911	/ /	

Section- Scott Air Packs

Task	Completed Date	Officer's Initials
Complete full inspection of SCBA verbalizing all components	/ /	
Demonstrates how to properly sign into the SCBA using the SCOTT accountability card and explain the benefits of doing so	/ /	
Demonstrates activating PASS device and resetting	/ /	
Demonstrates changing an air bottle	/ /	
Complete morning SCBA checks (Don face piece and breath air)	/ /	
Demonstrates how to properly fill an air bottle and explain the differences. between 4500 psi bottles and 2216 psi bottles at LR	/ /	
Become familiar with SCOTT RIT bag and items carried inside.	/ /	
Understand the difference between the high pressure and low-pressure side	/ /	

Section- Scott Air Packs Continued

Task	Completed Date	Officer's Initials
Demonstrates connecting RIT pack to a down firefighter		
High pressure side	/ /	
Buddy breather		
SCBA Mask change		
Regulator change		
Review the SCOTT SIMS system that is in the shift commander's truck.	/ /	
Understand the evacuation signal and how to knowledge on air pack		
Understand the importance of logging into your air pack each morning		



Section- Engine Company Task

Task	Completed Date	Officer's Initials
Demonstrate how to properly connect to a hydrant within 60sec. Note- LDH shall be loaded on apparatus and candidate will start inside the cab	/ /	
Demonstrate how to set up the engine to draft from a static source	/ /	
Demonstrate deploying a 1 ¾ pre-connect line from apparatus and pre-load door	/ /	
Demonstrate advancing a 1 ¾ hose line into a structure Take position as the nozzleman. Take position as the backup man	/ /	
Demonstrate different techniques for advancing a hose line Hip Grip Clamp Heel Crooked Lean	/ /	
Understands what hand tools are needed for the nozzleman and backup man	/ /	
Demonstrate advancing an 1 ¾ hose line above grade, below grade, and at grade		
Demonstrates re-loading the 1 ¾ pre-connect line onto the apparatus	/ /	

Section- Engine Company Task Continued

Task	Completed Date	Officer's Initials
Demonstrate deploying a 2 ½ pre-connect line from apparatus and pre-load door	/ /	
Demonstrate deploying a 2 ½ pre-connect line from apparatus for a defensive fire	/ /	
Demonstrate advancing a 2 ½ hose line into a structure Take position as the nozzleman Take position as the backup man	/ /	
Demonstrate different techniques for advancing a hose line Hip Grip Clamp Heel Crooked Lean	/ /	
Understands what hand tools are needed for the nozzleman and backup man	/ /	
Demonstrate advancing an 2 ½ hose line above grade, below grade, and at grade	/ /	



Demonstrates re-loading the 2 ½ pre-connect line onto the apparatus	/ /	
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Section- Engine Company Task Continued

Task	Completed Date	Officer's Initials
Master Streams-		
Raise deck gun and flow water for defensive fire attack	/ /	
Demonstrate deploying a ground monitor for a defensive fire attack	/ /	
Foam Streams-		
Discuss the different types of foam carried on the apparatus	/ /	
Demonstrate setting up the pro-pack	/ /	
Demonstrate setting up an in-line foam inductor	/ /	
Produce a foam blanket using the following-	/ /	
Pro-Pack		
In-Line foam inductor		
Demonstrates the following techniques for applying foam	/ /	
Rain down		
Roll on		
Bank down		

Section- Engine Company Task Continued

Task	Completed Date	Officer's Initials
Mayday Procedure-		
Review standard operating procedure for lost/trapped firefighter	/ /	
Reference- Policy OPR-0007 (RED)		
Verbalize transmitting a mayday	/ /	
Consider using the following-		
Who/What/Where-		
L.U.N.A.R- Location, Unit, Name, Assignment, Resources		
Demonstrate self-rescue techniques/guidelines when lost/trapped	/ /	
Reference-Policy OPR-0007 (RED) Lost and Trapped Firefighter		
Review standard operating procedure 2-In/2-Out and rapid intervention.	/ /	
Reference- Policy OPR-0003 (RED) Rapid Intervention Team (RIT)		
Verbalize what equipment is carried in the RIT pack	/ /	
Demonstrate how to operate the pack tracker to locate a missing firefighter	/ /	
Demonstrate rescuing a down fireman and place them on air	/ /	
Mask change		
Regulator change		
Buddy Breather hook up		



Section- Engine Company Task Continued

Task	Completed Date	Officer's Initials
Patient Care-		
Review medical clinical guidelines	/ /	
Reference- Onedrive "EMS Protocols & Forms"- "Clinical Guidelines"		
Understand what equipment is carried on the Zoll monitor	/ /	
Demonstrate obtaining a manual blood pressure and vital signs	/ /	
Demonstrate how to obtain basic vital signs using the Zoll monitor	/ /	
Understand Zoll AED function for adult/pediatric patients	/ /	
Demonstrate how to obtain a 4 and 12 lead KED	/ /	
Participate in a mock code exercise	/ /	
Demonstrate how to properly package a patient on a backboard	/ /	
Demonstrate packaging a patient in a KED	/ /	
Understand contents carried in the ALS drug box	/ /	
Understand how to fill out monthly ALS check sheets	/ /	
Take the lead patient care roll on a medical scenario	/ /	
Take the lead patient care roll on a trauma scenario	/ /	

Section- Truck Company Task

Task	Completed Date	Officer's Initials
Ground Ladders-		
Demonstrate the procedure for inspecting a ground ladder	/ /	
Demonstrate raising and fully extending the following ladders-	/ /	
24' Extension ladder		
Roof ladder		
Demonstrate position a 24' extension ladder and ground ladder for the following-	/ /	
Rescue from a window		
Vertical ventilation III		
Demonstrate performing a vent enter isolate search (VEIS) or (VES)	/ /	
Ventilation-		
Demonstrate horizontal ventilation using the following methods-	/ /	
Positive pressure gas/electric fan		
Negative pressure fan		
Demonstrate vertical ventilation using the following methods-	/ /	
Axe		
Power saw/Chainsaw		



Section- Truck Company Task Continued

Task	Completed Date	Officer's Initials
Forcible Entry-		
Demonstrate forcing an inward swinging door	/ /	
One firefighter method		
Two firefighter method		
Demonstrate forcing an outward swinging door	/ /	
One firefighter method		
Two firefighter method		
Search-		
Demonstrate the following searches-	/ /	
Right hand search		
Left hand search		
Aerial Operations-		
Demonstrate how to set stabilizers for operating the aerial	/ /	
Demonstrate moving the aerial device Up/Down Right/Left Extend/Retract	/ /	
Demonstrate how to give controls to the tip person	/ /	
Explain what the load tip gauge is and why it is important	/ /	
Demonstrate climbing the aerial and securing yourself	/ /	

Section- Report Writing

Task	Completed Date	Officer's Initials
Complete the following reports/daily logs-		
Emergency medical call (fire programs)	/ /	
Emergency medical call (EMS charts)	/ /	
Motor vehicle accident (fire programs)	/ /	
House/Building fire (fire programs)	/ /	
Smoke detector install (Daily Log)	/ /	
Public relations event (PR) (Daily Log)	/ /	
Company training (Vector Solutions)	/ /	
Morning SCBA inspection (Vector Solutions)	/ /	
Pre-Plan (fire programs)	/ /	



Section- Rescue Task

Task	Completed Date	Officer's Initials
Demonstrates how to properly fill out a rope log	/ /	
Understand the difference between life safety rope and utility rope	/ /	
Describe all equipment carried in rope rescue hardware bag and its use	/ /	
Tie the following rope rescue knots-		
Figure-8-on a bight with safety within 15 sec.	/ /	
Figure-8 follow through with safety within 45 sec.	/ /	
Butterfly knot within 15 sec.	/ /	
Clove hitch knot within 15 sec.	/ /	
Water knot in webbing within 15 sec.	/ /	
Prusik cord loop within 15 sec.	/ /	
Munter hitch within 15 sec.	/ /	
Demonstrate constructing the following rope rescue anchors-		
Basket anchor	/ /	
Wrap 3 pull 2 anchor	/ /	
Tensionless hitch anchor	/ /	
Demonstrate the following-		
Demonstrate building a 3:1 mechanical advantage system	/ /	
Demonstrate how to build a 3:1 mechanical advantage system with change in direction	/ /	
Demonstrate building a lowering system	/ /	
Demonstrate constructing a belay system	/ /	

Section- Rescue Task Continued

Task	Completed Date	Officer's Initials
Rope rescue patient packaging-		
Demonstrates loading a patient into a stokes basket	/ /	
Demonstrates lashing a patient into a stokes basket	/ /	
Demonstrates preparing the stokes basket for low angle rescue	/ /	
Demonstrate placing a patient into a SKED	/ /	
Demonstrate securing a patient into a SKED	/ /	



**RELATED INSTRUCTION OUTLINE
FIRE FIGHTER**

O*NET-SOC CODE: 33-2011.00 RAPIDS CODE: 0195CB

Related Technical Instruction provided by:

Southwest MO Regional Fire Academy

OR

Individually accomplished via Alt. RTI sources per focus.

Listed below are the standard hours needed to complete the Related Training Instruction in the **Firefighter** Apprenticeship Program training courses. Instructional hours may vary depending on the apprentice's competency and learning style through The City of Republic training method. Mastery of the subject matter is monitored through successfully completing certification exams and practical demonstration of skills.

Firefighter Fundamentals 1 & 2

(Alt. RTI provided by IFSTA Essentials of Firefighting and Fire Department Operations)

- Chapter 1 Fire Fighter Safety
- Chapter 2 Communications
- Chapter 5 Fire Fighter Personal Protective Equipment
- Chapter 6 Portable Fire Extinguishers
- Chapter 7 Ropes and Knots
- Chapter 8 Ground Ladders
- Chapter 9 Forcible Entry
- Chapter 10 Structural Search and Rescue
- Chapter 11 Tactical Ventilation
- Chapter 12 Fire Hose
- Chapter 13 Hose Operations and Hose Streams
- Chapter 14 Fire Suppression
- Chapter 15 Overhaul, Property Conservation and Scene Preservation
- Chapter 17 Technical Rescue Support and Vehicle Extrication Operations
- Chapter 18 Foam Fire Fighting, Liquid Fires and Gas Fires
- Chapter 19 Incident Scene Operations
- Chapter 20 Fire Origin and Cause Determination
- Chapter 21 Maintenance and Testing Responsibilities
- Chapter 22 Community Risk Reduction



BLS for Healthcare Providers (CPR)

(Alt. RTI provided by American Heart Association)

Rapid Assessment and Visual Survey
CPR/AED for Adults, Children and Infants
Obstructed Airways
Opioid Overdoses
Critical Thinking, Problem Solving, Communication and Teamwork
The Emergency Medical Services System
Legal Considerations
Precautions

Hazardous Materials Awareness/Operations

(Alt. RTI provided by IFSTA Hazardous Materials For First Responders)

Performing Assigned Tasks
Donning PPE
Emergency Decontamination
Product Control – Remote Valve Shutoff
Product Control – Absorption/Adsorption
Product Control – Diking, Damming and Diversion
Product Control – Retention
Product Control – Dilution
Product Control – Vapor Dispersion
Product Control – Vapor Suppression

Emergency Medical Technician (EMT)

(Alt. RTI provided by Emergency Care and Transportation of the Sick and Injured)

Chapter 1 EMS Systems
Chapter 2 Workforce safety and wellness
Chapter 3 Medical, Legal, and Ethical Issues
Chapter 4 Communications and documentation
Chapter 5 Medical Terminology
Chapter 6 The human Body
Chapter 7 Life Span development
Chapter 8 Lifting and moving patients
Chapter 9 Patient assessment
Chapter 10 Airway management
Chapter 11 Principles of pharmacology
Chapter 12 Shock
Chapter 13 BLS resuscitation
Chapter 14 Medical overview



- Chapter 15 Respiratory emergencies
- Chapter 16 Cardiovascular emergencies
- Chapter 17 Neurologic emergencies
- Chapter 18 Gastrointestinal and urologic
- Chapter 19 Endocrine and hematologic
- Chapter 20 Immunologic emergencies
- Chapter 21 Toxicology
- Chapter 22 Psychiatric emergencies
- Chapter 23 Gynecologic emergencies
- Chapter 24 Trauma overview
- Chapter 25 Bleeding
- Chapter 26 Soft-tissue
- Chapter 27 Face and neck injuries
- Chapter 28 Head and Spine injuries
- Chapter 29 Chest injuries
- Chapter 30 Abdominal and genitourinary injuries
- Chapter 31 Orthopedic injuries
- Chapter 32 Environmental emergencies
- Chapter 33 Obstetrics and neonatal care
- Chapter 34 Pediatric emergencies
- Chapter 35 Geriatric emergencies
- Chapter 36 Patients with special challenges
- Chapter 37 Transport operations
- Chapter 38 Vehicle extrication and special rescue
- Chapter 39 Incident management
- Chapter 40 Terrorism response and disaster management
- Chapter 41 A team approach to health care

Incident management system 100 (ICS-100)

(Alt. RTI provided by FEMA Emergency Management Institute)

Incident management system 200 (ICS-200)

(Alt. RTI provided by FEMA Emergency Management Institute)

Incident management system 700 (ICS-700)

(Alt. RTI provided by FEMA Emergency Management Institute)

Total Hours 955



Appendix B

ETA-671 APPRENTICESHIP AGREEMENT

AND

**U.S. DEPARTMENT OF LABOR, OFFICE OF
APPRENTICESHIP
APPLICATION FOR CERTIFICATION OF
COMPLETION OF APPRENTICESHIP**

APPRENTICE AGREEMENT AND REGISTRATION – SECTION II

OMB No. 1205-0223 Expiration Date: 06/30/2024

PART A: APPRENTICE'S INFORMATION

1. First Name Middle Name (Optional) Address (No., Street, City, State, Zip Code) Telephone Number (Optional) *Social Security Number - -	Last Name Suffix (Optional) E-mail Address (Optional)	Answer Both 4a. and 4b. below 4. a. Ethnicity (Select One) <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino <input type="checkbox"/> Participant Did Not Self-Identify b. Race (Select One or More) <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or other Pacific Islander <input type="checkbox"/> White <input type="checkbox"/> Participant Did Not Self-Identify	5. Veteran Status (Select All That Apply) <input type="checkbox"/> Non Veteran <input type="checkbox"/> Veteran <input type="checkbox"/> Non Veteran, Other Eligible Individual <input type="checkbox"/> Veteran, Eligible <input type="checkbox"/> Participant Did Not Self-Identify
2. Date of Birth (Mo., Day, Yr.)	3. Sex (Select One) <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Participant Did Not Self-Identify	6. Education Level (Select One) <input type="checkbox"/> Not High School graduate <input type="checkbox"/> High School graduate (including equivalency) <input type="checkbox"/> Some College or Associate's degree <input type="checkbox"/> Bachelor's degree <input type="checkbox"/> Master's degree <input type="checkbox"/> Doctorate or professional degree	
7. Employment Status of Apprentice (Select One) <input type="checkbox"/> New Employee <input type="checkbox"/> Current Employee			
8. Did the apprentice complete a pre-apprenticeship program prior to their registration in this apprenticeship program? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide the Pre-Apprenticeship Program Name and Address:			

PART B: PROGRAM SPONSOR'S INFORMATION

1. Program Number Sponsor's Name and Address (No., Street, City, State, Zip Code, County) Telephone Number Cell Phone Number (Optional) E-mail Address	2. Occupation (The work processes listed in the standards are part of this agreement.) a. RAPIDS Code: b. O*NET Code: c. Interim Credentials Offered (i.e., Career Lattice Occupation)?
--	---

a. Sponsor's Principal Place of Business Address (If different from Sponsor's address above)	3. Occupation Type	4. Term Length (Hrs., Mos., Yrs.)	5. Probationary Period (Hrs. or Wks.)	Item 4.
	b. Employer's Name and Address (If different from Sponsor's address above)	6. Credit for Previous On-the-Job Learning Experience (Hrs. Mos., Yrs.): a. Term Remaining (Hrs., Mos., Yrs.)	7. Credit for Previous Related Instruction Experience (Hrs., Mos., Yrs.)	8. Date Apprenticeship Begins a. Expected Completion Date

9. Related Instruction Provider(s) Name and Address	a. Total Length of Related Instruction
b. Are Wages Paid During Related Instruction?	c. Hours When Related Instruction Is Provided

10. Progressive Wage Schedule:

a. Apprentice's Entry Wage \$ _____ b. Journeyworker's (i.e., Experienced Worker's) Wage \$ _____

Period	1	2	3	4	5	6	7	8	9	10
c. Wage Rate Units Duration (If Applicable)										
Competencies (If Applicable)										
d. Wage Rate Wage Rate										

11. Name and Contact Information of the Individual Designated by the Program Sponsor to Receive Complaints

PART C: AGREEMENT AND SIGNATURES

Item 4.

The program sponsor's Apprenticeship Standards, which the sponsor certifies are in conformity with the requirements for program registration contained in 29 Code of Federal Regulations (CFR) part 29, subpart A and 29 CFR part 30, are attached and are hereby incorporated into this agreement. The program sponsor and apprentice hereby agree to the terms of the Apprenticeship Standards that are incorporated as part of this agreement, as those Standards existed on the date of the agreement.

These Apprenticeship Standards may be amended during the period of this agreement with the consent of the parties to the agreement, provided that such amendments are also in conformity with the requirements for program registration contained in 29 CFR part 29, subpart A and 29 CFR part 30.

The apprentice will be accorded equal opportunity in all phases of apprenticeship employment and training by the program sponsor, without discrimination because of race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, age (40 or older), genetic information, or disability.

This agreement may be canceled by either of the parties, citing cause(s), with written notice to the registration agency, in compliance with 29 CFR part 29, subpart A.

During the probationary period described in Part B above, this apprenticeship agreement may be cancelled by either party upon written notice to the registration agency. After the probationary period, this agreement may be cancelled at the request of the apprentice, or suspended or cancelled by the sponsor, for good cause, with due notice to the apprentice and a reasonable opportunity for corrective action, and with written notice to the apprentice and to the Registration Agency of the final action taken.

This apprenticeship agreement does not constitute a certification under 29 CFR part 5 for the employment of the apprentice on Federally financed or assisted construction projects. Current certifications must be obtained from the Office of Apprenticeship (OA) or the recognized State Apprenticeship Agency.

1. Signature of Apprentice	Date	2. Signature of Parent/Guardian (If minor)	Date
3. Signature of Sponsor's Representative(s)	Date	4. Signature of Sponsor's Representative(s)	Date
5. Signature of Employer's Representative(s) (If Applicable)	Date	6. Signature of Employer's Representative(s) (If Applicable)	Date

PART D: TO BE COMPLETED BY REGISTRATION AGENCY

1. Registration Agency and Address	2. Signature (Registration Agency)	3. Date Registered
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4. Apprentice Identification Number:

NOTE: The collection and maintenance of the data on ETA-671, Apprentice Agreement and Registration – Section II Form, is authorized under the National Apprenticeship Act, 29 U.S.C. 50, and 29 CFR part 29, subpart A. The data is used for apprenticeship program statistical purposes and is maintained, pursuant to the Privacy Act of 1974 (5 U.S.C. 552a), in a systems of records entitled, DOL/ETA-31, The Enterprise Business Support System (EBSS) (encompassing RAPIDS), at the U.S. Department of Labor, Office of Apprenticeship. Data may be disclosed to Federal, state, and local agencies and community-based organizations, including State Apprenticeship Agencies, to facilitate statistical research, audit, and evaluation activities necessary to ensure the success, integrity, and improvement of employment and training programs. Data may also be disclosed to these organizations to determine an assessment of skill needs and program information, and in connection with federal litigation or when required by law.

Part A: Apprentice's Information

Item 4.

Item 4a. Ethnicity

Hispanic or Latino: A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

Item 4b. Race

American Indian or Alaska Native: A person having origins in any of the original peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment. This category includes people who indicate their race as "American Indian or Alaska Native" or report entries such as Navajo, Blackfeet, Inupiat, Yup'ik, or Central American Indian groups or South American Indian groups.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam. This includes people who reported detailed Asian responses such as: "Asian Indian," "Chinese," "Filipino," "Korean," "Japanese," "Vietnamese," and "Other Asian" or provide other detailed Asian responses.

Black or African American: A person having origins in any of the Black racial groups of Africa. It includes people who indicate their race as "Black or African American," or report entries such as African American, Kenyan, Nigerian, or Haitian.

Native Hawaiian or Other Pacific Islander: A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands. It includes people who reported their race as "Fijian," "Guamanian or Chamorro," "Marshallese," "Native Hawaiian," "Samoan," "Tongan," and "Other Pacific Islander" or provide other detailed Pacific Islander responses.

White: A person having origins in any of the original peoples of Europe, the Middle East, or North Africa. It includes people who indicate their race as "White" or report entries such as Irish, German, Italian, Lebanese, Arab, Moroccan, or Caucasian.

Item 5. Veteran Status

A **Veteran** is a person who has served in the active military, naval, or air service of the United States, and who was discharged or released therefrom under conditions other than dishonorable.

A **Non Veteran, Other Eligible Individual** is a person who is a dependent spouse or child—or the surviving spouse or child—of a Veteran, and who is eligible for certain G.I. Bill and other VA-administered educational assistance benefits provided under Title 38 of the U.S. Code.

A **Veteran, Eligible** is a Veteran who is eligible for certain G.I. Bill and other VA-administered educational assistance benefits provided under Title 38 of the U.S. Code.

Item 8.

Pre-Apprenticeship: A program or set of strategies designed to prepare individuals to enter and succeed in a Registered Apprenticeship program and has a documented partnership with at least one, if not more, Registered Apprenticeship program(s).

Part B: Program Sponsor's Information

Item 1. A **Program Number** is a generated number assigned to a program sponsor when a program is registered in the Office of Apprenticeship's Registered Apprenticeship Partners Information Data System (RAPIDS).

Item 1. A **Sponsor Name** is any person, association, committee, or organization operating an apprenticeship program and in whose name the program is (or is to be) registered or approved.

Item 1b. An **Employer** is any person or organization employing an apprentice whether or not such person or organization is a party to an Apprenticeship Agreement with the apprentice.

Item 2. An **Occupation** refers to the occupation an apprentice will be trained in, and the occupation will be listed in the sponsor's program standards.

Item 2a. A **RAPIDS Code** is the numeric code of the occupation in the apprenticeable occupation list.

Item 2b. An **Occupational Information Network (O*NET) Code** is an 8-digit code in the O*NET data system (<https://www.onetonline.org/>).

Item 2c. **Interim Credentials** (Certificate of Training) applies to career lattice occupations. These credentials are issued by the Registration Agency upon request by the program sponsor. Interim credentials provide certification of competency attainment by an apprentice, but does not necessarily indicate completion of the program.

Item 3. **Occupation Type** refers to the following three training approaches listed below.

Item 3a. A **Time-based Approach** measures skill acquisition through the individual apprentice's completion of at least 2,000 hours of on-the-job learning as described in a work process schedule.

Item 3b. A **Competency-based Approach** measures skill acquisition through the individual apprentice's successful demonstration of acquired skills and knowledge, as verified by the program sponsor. Programs utilizing this approach must still require apprentices to complete an on-the-job learning component of Registered Apprenticeship. The program standards must address how on-the-job learning will be integrated into the program, describe competencies, and identify an appropriate means of testing and evaluation for such competencies. An apprentice must be registered in an approved competency-based occupation for 12 calendar months of on-the-job learning.

Item 3c. A **Hybrid Approach** measures the individual apprentice's skill acquisition through a combination of specified minimum number of hours of on-the-job learning and the successful demonstration of competency as described in a work process schedule.

Item 4. A **Term Length (Hrs., Mos., Yrs.)** of the occupation is based on the program sponsor's training approach as approved by the Registration Agency.

Item 5. A **Probationary Period (Hrs. or Wks.)** is the number of hours or weeks of on-the-job learning during the apprentice's probationary period. A probationary period cannot exceed 25 percent of the term length of the occupation or one year, whichever is shorter.

Item 6. **Credit for Previous On-the-Job Learning Experience (Hrs., Mos., Yrs.)** is granted by the program sponsor based upon documented evidence provided by the apprentice. An apprentice must complete a minimum of six months on-the-job learning regardless of credits for previous experience awarded.

Item 6a. The **Term Remaining (Hrs., Mos., Yrs.)** is the difference between the term length of the on-the-job learning and the credits for previous experience awarded.

Item 7. Credit for Previous Related Instruction Experience (Hrs., Mos., Yrs.) is granted by the program sponsor based upon documented evidence provided by the apprentice.

Item 9a. Total Length of Related Instruction is the duration spent in related instruction in technical subjects related to the occupation which is recommended to be not less than 144 hours per year.

Item 4.

Item 10. Progressive Wage Schedule:

Item 10a. Apprentice's Entry Wage (dollar amount paid): A sponsor enters this apprentice's entry wage.

Item 10b. Journeyworker's (i.e., Experienced Worker's) Wage: A sponsor enters the wage per unit (i.e., hourly, weekly, monthly, quarterly, semi-annually, or annually).

Item 10c. Wage Rate Units: A sponsor enters the apprentice schedule of pay for each advancement period based on the program sponsor's training approach (i.e., hourly, weekly, monthly, quarterly, semi-annually, annually, or competencies).

Item 10d. Wage Rate: Sponsor selects either percent of journeyworker (i.e., experienced worker) wage, dollar amount of wage, or both the percent of journeyworker wage and dollar amount of wage. If the sponsor selects "Both the percent of journeyworker wage and \$ amount of wage," the sponsor can enter a percentage or dollar amount for the wage in each period.

Item 11. Complaints: Identifies the individual or entity responsible for receiving complaints (29 CFR 29.7(k)).

Part D: To Be Completed By Registration Agency

Item 4. Apprentice Identification Number, RAPIDS encrypts the apprentice's social security number and generates a unique identification number to identify the apprentice. It replaces the social security number to protect the apprentice's privacy.

*The submission of the apprentice's social security number is requested. The apprentice's social security number will be used for program management purposes, such as verification of the apprentice's period of employment and earnings to align with Department of Labor's job training and employment program performance indicators for measuring performance outcomes. The Office of Apprenticeship will use wage records through the State Wage Interchange System needs the apprentice's social security number to match this number against the employers' wage records. Also, the apprentice's social security number will be used, if appropriate, for purposes of the Davis Bacon Act of 1931, as amended, U.S. Code Title 40, Sections 276a to 276a-7, and Title 29 CFR part 5, to verify and certify to the U.S. Department of Labor, Wage and Hour Division, that the apprentice is a registered apprentice to ensure that the employer is complying with the geographic prevailing wage of the occupational classification. Failure to disclose an apprentice's social security number on this form will not affect the right to be registered as an apprentice. Civil and criminal provisions of the Privacy Act apply to any unlawful disclosure of social security numbers, which is prohibited.

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average five minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond is required to obtain or retain benefits under 29 U.S.C. 50. Send comments regarding this burden or any other aspect of this collection of information including suggestions for reducing this burden to the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship, 200 Constitution Avenue, N.W., Room C-5321, Washington, D.C. 20210 (OMB Control Number 1205-0223).

Voluntary Disability Disclosure

OMB No. 1205-0223 Expiration Date: 06/30/2024

Please check one of the boxes below:

- YES, I HAVE A DISABILITY (or previously had a disability)
- NO, I DON'T HAVE A DISABILITY
- I DON'T WISH TO ANSWER

Your name: _____

Date: _____

Why are you being asked to complete this form?

Because we are a sponsor of a registered apprenticeship program and participate in the National Registered Apprenticeship System that is regulated by the U.S. Department of Labor, we must reach out to, enroll, and provide equal opportunity in apprenticeship to qualified people with disabilities.^[1] To help us learn how well we are doing, we are asking you to tell us if you have a disability or if you ever had a disability. Completing this form is voluntary, but we hope that you will choose to fill it out. If you are applying for apprenticeship, any answer you give will be kept private and will not be used against you in any way.

If you already are an apprentice within our registered apprenticeship program, your answer will not be used against you in any way. Because a person may become disabled at any time, we are required to ask all of our apprentices at the time of enrollment, and then remind them yearly, that they may update their information. You may voluntarily self-identify as having a disability on this form without fear of any punishment because you did not identify as having a disability earlier.

How do I know if I have a disability?

You are considered to have a disability if you have a physical or mental impairment or medical condition that substantially limits a major life activity, or if you have a history or record of such an impairment or medical condition. Disabilities include, but are not limited to: blindness, deafness, cancer, diabetes, epilepsy, autism, cerebral palsy, HIV/AIDS, schizophrenia, muscular dystrophy, bipolar disorder, major depression, multiple sclerosis (MS), missing limbs or partially missing limbs, post-traumatic stress disorder (PTSD), obsessive compulsive disorder, impairments requiring the use of a wheelchair, and intellectual disability (previously called mental retardation).

^[1] Part 30 – Equal Employment Opportunity in Apprenticeship. For more information about this form or the equal employment obligations of Federal contractors, visit the U.S. Department of Labor's Office of Apprenticeship website at <https://www.doleta.gov/OA/eoo/>.

**U.S. DEPARTMENT OF LABOR
OFFICE OF APPRENTICESHIP**

Item 4.

APPLICATION FOR CERTIFICATION OF COMPLETION OF APPRENTICESHIP
(If Required please type or print all information, attach additional apprentices on separate sheet)
(This Application is optional, for Sponsor utilizing Electronic Registration)

Sponsor Information

Sponsor:	Program #:
Address:	Contact Name:
City, State, Zip:	Phone:

Apprentice Information

Full Name of Apprentice:
Apprentice Registration Number:
Occupation:
Term:
Registration Date:
Date of Completion:
Completion Wage:

Related Instruction Certification

Related Instruction Hours completed:
Related Instruction Furnished By:
Teacher(s) or Director(s) of Related Instruction Certifying to above information:
Name: _____ Address: _____

Request for Certificate

On behalf of the above-named sponsor, I hereby certify that the apprentice named in the application has satisfactorily completed and is working at the Journeyworker Level of his/her apprenticeship program as registered with the Office of Apprenticeship and hereby recommend the issuance of the **Certificate of Completion of Apprenticeship**

Sponsor's Signature: _____ Date: _____

Title: _____

Office of Apprentice use only:

Date Entered in RAPIDS (if required): _____
Date Certificate Sent: _____



**U.S. DEPARTMENT OF LABOR
OFFICE OF APPRENTICESHIP**

APPLICATION FOR CERTIFICATION OF COMPLETION OF APPRENTICESHIP
(If Required please type or print all information, attach additional apprentices on separate sheet)
(This Application is optional, for Sponsor utilizing Electronic Registration)

Authentication of Requests for Certificate of Completion of Apprenticeship

Where the Office of Apprenticeship is the Registration Agency, issuance of a Certificate of Completion of Apprenticeship to apprentices upon satisfactory completion of the requirements of the apprenticeship program as established in these Standards, the sponsor certifies to the Registration Agency and requests the awarding of a Certificate of Completion of Apprenticeship to the completing apprentice(s). Such requests are completed either electronically using the Registered Apprenticeship Partner Information System (RAPIDS) or in writing using this form from the sponsor to the appropriate field office.

General Guidance

The sponsor will verify that the apprentice has completed all requirements of apprenticeship including a signed copy of transcripts from the sponsor, provider or sponsor of the related instruction. The field office representative shall have in evidence an electronic or written Application for Certification of Completion of Apprenticeship.

When a large number of apprentices are completing at the same time from the same occupation, one application form from the sponsor can be used with an attached list of pertinent information for the completing apprentices. When the sponsor has more than one occupation or more than one employer, the sponsor should complete separate forms for each occupation and employer, following the procedure above.

The occupation identified, must be the occupation title as listed in the most current List of Officially Recognized Apprenticeable Occupations. For sponsors who use a slightly different occupational title, OA staff may use the sponsor's title as long as the officially recognized occupational title is included in parenthesis under the sponsor's occupational title. Please see attached "sample" for reference.

The term "journeyman, journeyworker, journeyperson, etc." should not be included in the occupational title. These terms are used to describe a level of competency rather than an occupational title.

In rare instances where a program sponsor may utilize such a term above in their occupational title and that terminology is consistently used within their organization and training materials, OA staff may use that terminology on the sponsor's occupational title as long as the officially recognized occupational title is listed in parenthesis under the sponsor's title. The practice of using a level of competency in the occupational title should be discouraged when possible.

The sponsor's name on the Certificate of Completion of Apprenticeship shall be as it is registered and approved in their apprenticeship standards.

The date completed shall be the date of completion as indicated on the request form.

Issuance of Replacement OA Certificate of Completion of Apprenticeship

Replacement certificate requests shall be verified with undeniable proof that an original certificate was either issued or requested by the sponsor. This shall be verified through OA's records or the program sponsor's records. In the event a field office has no proof, yet a program sponsor does, or vice versa, a copy of that proof shall be sent to the field office and included in the program folder. The term "**Replacement Certificate**" shall be printed in 12 pt. font size on the replacement certificate in the space centered between the last line of type and the U.S. Department of Labor seal.

The Certificate of Completion of Apprenticeship shall not be used for any other purpose than completion of a Registered Apprenticeship program.



Requirements for Apprenticeship Sponsors Reference Guide

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This document accompanies and supplements the “Apprenticeship Standards” developed by the U.S. Department of Labor Office, Employment and Training Administration, Office of Apprenticeship. Sponsors are required to comply with the requirements in Title 29 Code of Federal Regulations (CFR) part 29, subpart A and part 30 at all times, and part 29, subpart A and part 30 shall control in the event of conflict or ambiguity with this document. In addition to the requirements listed in the Apprenticeship Standards, sponsors should be aware of and must comply with the additional requirements listed in this document. There are two types of Boilerplate Standards, one for the programs jointly operated with a union, and one for those programs operating without a union.

Page 1 of the Boilerplate Standards is for Government usage and left blank. The OA Administrator registers the National Apprenticeship Standards and certifies National Guidelines for Apprenticeship Standards. Regional or State Director register local standards.



SECTION I – STANDARDS OF APPRENTICESHIP 29 CFR § 29.5

A. **RESPONSIBILITIES OF THE SPONSOR:**

Apprenticeship Agreement: Prior to signing the apprenticeship agreement, each selected applicant must be given an opportunity to read and review the sponsor’s Apprenticeship Standards approved by the Office of Apprenticeship, the sponsor’s written rules and policies, the apprenticeship agreement, and the sections of any collective bargaining agreement (CBA) that pertain to apprenticeship. After selection of an applicant for apprenticeship, but before employment as an apprentice or enrollment in related instruction, the apprentice must be covered by a written apprenticeship agreement, which must be submitted to the Office of Apprenticeship. Such submission can be done electronically through the Registered Apprenticeship Partner Information Data System (“RAPIDS”), using the Apprentice Electronic Registration process, or on ETA Form 671. Sponsors will receive their username and login information for RAPIDS upon registration. The Sponsor must advise the Registration Agency within 45 days of the execution of each new apprenticeship agreement. The sponsor also must provide a copy of the completed apprenticeship agreement to the apprentice, the employer, and the union, if any. The sponsor must provide the Office of Apprenticeship a signed copy of ETA Form 671 indicating that the employer (if not the sponsor), the union (if applicable), and the apprentice have received the completed apprenticeship agreement. If the apprentice is a Veteran, the sponsor must provide an additional copy to a veteran’s state approving agency, for any veteran apprentice desiring access to benefits to which they are entitled.

Safety and Health Training: All apprentices must receive instruction in safe and healthful work practices. Both on the job and related instruction are to comply with the Occupational Safety and Health Administration standards promulgated by the Secretary of Labor under 29 U.S.C. 651 et seq., or State standards that have been found to be at least as effective as the Federal standards.

Maintenance of Records: Program sponsors are responsible for maintaining, at a minimum, the following records: summary of the qualifications of each applicant; basis for evaluation and for selection or rejection of each applicant, including applications, tests, and test results; records pertaining to interviews; the invitation to self-identify as an individual with a disability; records of each apprentice’s On-the-Job Learning (“OJL”); related instruction reviews and evaluations; progress evaluations; record of job assignments, including job assignments in components of the occupation; records pertaining to the promotion, demotion, transfer, layoff, termination, rates of pay, other forms of compensation, conditions of work, hours of work, hours of training provided, and any personnel records relevant to equal employment opportunity (“EEO”) complaints filed with the Office of Apprenticeship or with other enforcement agencies. The sponsor must maintain all records related to compliance with EEO standards required by 29 CFR § 30.3. Program sponsors must also maintain all records relating to apprenticeship applications (whether selected or not), including, but not limited to, the sponsor’s outreach, recruitment, interview, and selection process. Sponsors must also retain records related to reasonable accommodations.

All records retained pursuant to part 30 must clearly identify the race, sex, ethnicity (Hispanic or Latino/non-Hispanic or Latino), and when known, disability status of each apprentice, and where possible, the race, sex, ethnicity, and disability status of each applicant for apprenticeship. Each sponsor required under 29 CFR § 30.4 to develop and maintain an affirmative action program must retain both the written affirmative action plan and



documentation of its component elements set forth in 29 CFR §§ 30.5, 30.6, 30.7, 30.8, 30.9, and 30.11. All such records are the property of the sponsor and must be maintained for a period of five (5) years from the date of the making of the record or the personnel action involved, whichever occurs later. Records must be made available to the Office of Apprenticeship upon request in such form as the Office of Apprenticeship may determine is necessary to ascertain whether the sponsor has complied or is complying with its obligations.

Transfer: The transfer of an apprentice between apprenticeship programs and within an apprenticeship program must be based on agreement between the apprentice and the affected apprenticeship committees or program sponsors and must comply with the following requirements:

(1) The transferring apprentice must be provided a transcript of related instruction and OJL by the committee or program sponsor; (2) Transfer must be to the same occupation; and (3) A new apprenticeship agreement must be executed when the transfer occurs between the program sponsors. The apprentice must receive credit from the new sponsor for the training already satisfactorily completed.

Registration, Cancellation, Suspension, and Deregistration: The Office of Apprenticeship may initiate deregistration of a sponsor’s standards upon request of the sponsor or for failure of the sponsor to abide by the provisions herein and those contained in its Apprenticeship Standards. Such deregistration actions will be in accordance with the Office of Apprenticeship’s applicable regulations and procedures.

The sponsor must notify each apprentice of the cancellation of the program and its effect on active apprentices. If the Registration Agency requests the deregistration of the apprenticeship program, the sponsor will notify active apprentice(s) within 15 days of the effective date of the deregistration. The sponsor’s notification to its apprentices must specify (1) the effective date of deregistration; (2) that such cancellation automatically deprives apprentices of individual registration; (3) that the deregistration removes the apprentice from coverage for Federal purposes, and; (4) that all apprentices may contact the Office of Apprenticeship for information regarding potential transfer to other registered apprenticeship programs.

Where the Office of Apprenticeship, as a result of a compliance review, complaint investigation, or other reason, determines that the sponsor is not operating its apprenticeship program in accordance with part 30, the Office of Apprenticeship must notify the sponsor in writing of the specific violation and offer technical assistance or suspend the sponsor’s right to register new apprentices if the sponsor fails to implement a compliance action to correct the specific violation.

Amendments and Modifications: A sponsor must submit a request to its Office of Apprenticeship to amend its Apprenticeship Standards or an apprenticeship agreement. Amendments may be requested by contacting the Office of Apprenticeship using its preferred contact information as listed in Section K of the Apprenticeship Standards and must be agreed upon by all parties to the original Standards (i.e., the employer, committee, and union—note that individual apprentices are not parties to the Standards). Amendments and modification may include notice of transfers, suspensions, and cancellations of apprenticeship agreements and a statement of the reasons therefore. A copy of each amendment or modification adopted must be furnished by the sponsor to each apprentice, the Office of Apprenticeship, union (if applicable), and the apprentice to whom the amendment or modification applies.



Compliance with Federal Law: The sponsor and all entities must comply with all applicable Federal law and regulations in operating the apprenticeship program.

B. MINIMUM QUALIFICATIONS:

An apprentice must be at least 16 years old unless applicable law requires a higher age. Sponsors may note additional minimum qualifications in Section B of their apprenticeship standards where appropriate. Sponsors are prohibited from using discriminatory minimum qualifications.

C. APPRENTICESHIP APPROACH AND TERM:

The term of the occupation will be stated in Appendix A of the work process schedule and standards as time-based, hybrid, or competency-based with an OJL attainment of either hours or years, as applicable, supplemented by the required hours of related instruction. Sponsors that wish to register multiple occupations should attach a completed Appendix A for each occupation.

Requests for Certificate of Completion of Apprenticeship: The sponsor must certify the completion to OA and request a Certificate of Completion of Apprenticeship for the completing apprentice(s). Such requests are completed either electronically or in writing using the Application for Certification of Completion of Apprenticeship Form in Appendix B.

Request for a Certificate of Training: A Certificate of Training (Interim Credential) may be requested from OA, only for a registered apprentice who has been certified by the sponsor as having successfully met the requirements to receive an interim credential as identified in the sponsor’s standards. OA requires that a record of completed OJL and related instruction for the apprentice accompany such requests. Insert interim credentials in Work Process Schedule and Related Instruction Outline at Appendix A.

D. WORK PROCESS SCHEDULE AND RELATED INSTRUCTION OUTLINE:

1. **Work Process Schedule.** As part of Appendix A, all sponsors must include a statement setting forth a schedule of the work processes in the occupation or industry divisions in which the apprentice is to be trained and the approximate time to be spent at each process. Sponsor(s) with multiple occupations must complete an Appendix A for each occupation. The sponsor may modify the work processes to meet local needs prior to submitting these Standards to the Office of Apprenticeship for approval. For free technical assistance in compiling a work process schedule, including numerous templates and examples, visit: www.apprenticeship.gov.
2. **Related Instruction Outline.** As part of Appendix A, all sponsors must include an outline of an organized and systematic form of instruction designed to provide the apprentice with the knowledge of the theoretical and technical subjects related to the apprentice’s occupation. A minimum of 144 hours for each year of apprenticeship is recommended. This instruction may be accomplished through media such as classroom, occupational or industry courses, electronic media, or other instruction. Generally, a Related Instruction Outline should include a list of the anticipated courses, the learning objectives, and the estimated number of hours that each course will last. For free technical assistance with compiling a Related Instruction Outline, visit: www.apprenticeship.gov.



In addition to the OJL, during the apprenticeship, the apprentice must receive related instruction in all phases of the occupation necessary to develop the skill and proficiency of a journeyworker. Every apprentice is required to participate in related instruction in technical subjects related to the job as outlined as in Appendix A of the Apprenticeship Standards. Sponsors are not obligated to compensate apprentices for time spent in related instruction. Sponsors must specify in Section D of the Standards whether related instruction will be compensated. Sponsor's payment or agreement to pay apprentices for time spent in related instruction must comply with all applicable Federal, State, and local laws and regulations related to apprentice wages.

The sponsor must secure the instructional aids and equipment it deems necessary to provide quality instruction. In cities, towns, or areas having no vocational schools or other schools that can furnish related instruction, the sponsor may require apprentices to complete the related instruction requirement through electronic media or other instruction approved by the Office of Apprenticeship. The sponsor must inform each apprentice of the availability of college credit, if applicable.

To the extent possible, related instruction should be closely correlated with the practical experience and training received on the job. The sponsor must monitor and document the apprentice's progress in related instruction classes. The sponsor must ensure that related instruction providers meet the State Department of Education's requirements for a vocational-technical instructor in the State of registration, or be a subject matter expert, such as a journeyworker. All related instruction providers must have training in teaching techniques and adult learning styles which may occur before or after the apprenticeship instructor has started to provide the related technical instruction.

E. CREDIT FOR PREVIOUS EXPERIENCE:

Sponsors that provide apprentice applicants seeking credit for previous experience gained outside the supervision of the sponsor must accept the request at the time of application and request appropriate records and documentation to substantiate the claim. Prior to completion of the probationary period, the amount of credit to be awarded will be determined after review of the apprentice's previous work and training/education record and evaluation of the apprentice's performance and demonstrated skill and knowledge during the probationary period. An apprentice granted credit must be advanced to the wage rate designated for the period to which such credit accrues. The sponsor may grant credit toward the term of apprenticeship to new apprentices. The Office of Apprenticeship must be advised of any credit granted and the wage rate to which the apprentice is advanced within 45 days. Such notifications can be made in RAPIDS. The granting of advanced standing must apply to all applicants equally. If the sponsor plans to establish specific requirements for an apprentice to receive advanced standing, the sponsor should use the additional lines in Section E of the Apprenticeship Standards.

F. PROBATIONARY PERIOD:

During the probationary period, either the apprentice or the sponsor may terminate the apprenticeship agreement, without stated cause, by notifying the other party in writing. The sponsor will keep the records for each probationary apprentice. Records may consist of periodic reports regarding progression made in both the OJL and related instruction, and any disciplinary action taken during the probationary period. Any probationary apprentice evaluated as satisfactory after a review of the probationary period must be given full credit



for the probationary period and continue in the program.

When notified that an apprentice's related instruction or on-the-job progress is found to be unsatisfactory, the sponsor will determine whether the apprentice should continue in a probationary status and may require the apprentice to repeat a process or series of processes before advancing to the next wage classification.

After the probationary period, the apprenticeship agreement may be cancelled at the request of the apprentice or may be suspended or cancelled by the sponsor for reasonable cause after documented due notice to the apprentice and a reasonable opportunity for corrective action. For all cancellations, the sponsor must provide written notice to the apprentice and, within 45 days, notice to the Office of Apprenticeship of the action taken.

G. RATIO OF APPRENTICES TO JOURNEYWORKERS:

In Appendix A, the prospective sponsor must establish a ratio of apprentice(s) to one or more journeyworker(s), except where such ratios are expressly prohibited by a CBA. The sponsor must comply with the registered ratio at all times.

H. APPRENTICE WAGE SCHEDULE:

Apprentices must be paid a progressively increasing schedule of wages during their apprenticeship based on the acquisition of increased skill and competence on the job and in related instruction. The progressive wage schedule, which may include fringe benefits, will be an increasing percentage of the fully proficient or journeyworker wage rate as provided for in Section H and Appendix A of the Apprenticeship Standards. The journeyworker wage rate will serve as the terminal wage that an apprentice will receive upon completion of the apprenticeship program. The entry wage must not be less than the minimum wage set by the Fair Labor Standards Act (including overtime), where applicable, unless a higher wage is required by other Federal or State law or regulation, or by collective bargaining agreement. The number of steps in the progressive wage scale, as depicted in Appendix A, may vary based on the length and complexity of the registered apprenticeship. The schedule of wages must increase consistent with the skills acquired by the apprentice.

I. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAM:

- 1. Equal Employment Opportunity Affirmative Obligations.** Sponsors are required to comply with the equal opportunity pledge in Section I and II of the Apprenticeship Standards. Sponsors with five or more registered apprentices must develop an affirmative action plan within two years of registration as required by 29 CFR § 30.4 and update the plan upon the completion of workforce analyses required by 29 CFR §§30.5(b) and 30.7(d)(2), unless it is exempt from doing so under § 30.4(d)(2). In particular, Federal agencies and Federal contractors should consult with OA to see if they qualify for an exemption or if their current Affirmative Action Plans are applicable under the part 30 requirements.

All sponsors have a duty to take affirmative steps to provide equal opportunity in apprenticeship according to 29 CFR § 30.3(b). The sponsor will designate an individual or individuals responsible for overseeing the sponsor's commitment to equal opportunity in registered apprenticeship, for monitoring apprenticeship activity to ensure compliance with EEO requirements, to maintain required records, and to generate reports. In addition to providing apprentices with the Equal Opportunity



Pledge contained in Section 1., sponsors must: post the pledge so that it is accessible to all apprentices and applicants, including posting through electronic media; conduct orientation and periodic information sessions (including anti-harassment training) for individuals involved in the apprenticeship program, including apprentices and journeyworkers who regularly work with apprentices; and maintain records to demonstrate compliance. Sponsors must engage in universal outreach and recruitment, including developing and updating an annual list of recruitment sources that will generate referrals from all demographic groups within the relevant recruitment area, identify a contact person, mailing address, telephone number, and email address for each recruitment source, and provide recruitment sources with advanced notice of apprenticeship openings. Sponsors must maintain apprenticeship programs free from harassment, intimidation and retaliation, including providing required anti-harassment training and addresses the right of apprentices to file a harassment complaint under 29 CFR § 30.14. Sponsors must make all facilities and apprenticeship activities available without regard to race, color, religion, national origin, sex, sexual orientation, age (40 or older), genetic information, or disability except that if the sponsor provides restrooms or changing facilities, the sponsor must provide separate or single-user restrooms and changing facilities to assure privacy between the sexes. Sponsors must establish and implement procedures for handling and resolving complaints about harassment and intimidation. Sponsors must comply with Federal and State EEO laws.

- 2. Discrimination/Retaliation Prohibited.** It is unlawful for a sponsor of a registered apprenticeship program to discriminate against an apprentice or applicant for apprenticeship on the basis of race, color, religion, national origin, sex, sexual orientation, age (40 or older), genetic information, or disability with regard to: recruitment, outreach and selection procedures, hiring and/or placement, upgrading, periodic advancement, promotion, demotion, transfer, layoff, termination, right of return from layoff, and rehiring. Additionally, sponsors are prohibited from discrimination in rotation among work processes; imposition of penalties or other disciplinary action; rates of pay or any other form of compensation and changes in compensation; conditions of work; hours of work and hours of training provided; job assignments; leaves of absence, sick leave, or any other leave; and any other benefit, term, condition, or privilege associated with apprenticeship. The Office of Apprenticeship will look to the legal standards and defenses applied under the Federal laws listed at 29 CFR § 30.3(a)(2) in determining whether a sponsor has engaged in an unlawful discriminatory practice.

It is also unlawful to intimidate, threaten, coerce, retaliate against, or discriminate against a participant in an apprenticeship program because the individual has: (1) filed a complaint alleging a violation of 29 CFR part 30; (2) opposed a practice prohibited by the provisions of 29 CFR part 30 or any other Federal or State equal opportunity law; (3) furnished information to, or assisted or participated in any manner, in any investigation, compliance review, proceeding, or hearing under 29 CFR part 30 or any Federal or State equal opportunity law; or (4) otherwise exercised any rights and privileges under the provisions of 29 CFR part 30.

- 3. Selection Procedures.** Sponsors are prohibited from using discriminatory selection procedures. The Office of Apprenticeship will review the selection procedures provided in Section I to ensure compliance with 29 CFR § 30.10. Selection Procedures



are required no matter how many apprentices are registered in the program. In sum, selection procedures must: (1) comply with the Uniform Guidelines on Employee Selection Procedures, including the requirements to evaluate the impact of the selection procedure on race, sex, and ethnic groups and, if any selection procedure results in an adverse impact against one of those groups, demonstrating that the procedure is job related and consistent with business necessity; (2) be uniformly and consistently applied to all applicants and apprentices within each selection procedure utilized; (3) comply with title I of the ADA and the EEOC's implementing regulations at part 1630, which includes that procedures must not screen out or tend to screen out individual(s) with disabilities unless the selection criteria is job related and consistent with business necessity; and (4) be facially neutral in terms of any protected category under part 30.

J. COMPLAINT PROCEDURES:

Section J of the Apprenticeship Standards addresses four types of complaints; complaints covered by a CBA, complaints not covered by a CBA, complaints to the appropriate Office of Apprenticeship, and complaints alleging discrimination. Space is provided for the sponsor to fill-in the appropriate contact information for the contact person the sponsor wishes to designate to resolve disputes not governed by a CBA. The Office of Apprenticeship is responsible for resolving complaints that allege discrimination, or, that could not be resolved by the sponsor and do not involve a matter covered by a CBA. Space is provided for the Office of Apprenticeship to fill-in its preferred contact information. Nothing in these complaint procedures precludes an apprentice from pursuing any other remedy authorized under another Federal, State, or local law.

EEO Complaint Procedures (29 CFR § 30.14). An apprentice, applicant for apprenticeship, or authorized representative of an apprentice or applicant may file a complaint with the Registration Agency if the apprentice or applicant believes that:

- The apprentice or applicant has been discriminated against or harassed on the basis of race, color, religion, national origin, age (40 or older), genetic information, disability, sex, or sexual orientation with regard to apprenticeship.
- The apprentice or applicant has been retaliated against for the following:
 - Filing a complaint alleging a violation of 29 CFR part 30;
 - Opposing a practice prohibited by 29 CFR part 30 or federal or state equal opportunity law;
 - Furnishing information to, or assisting or participating in, an investigation or proceeding under 29 CFR part 30 or federal or state equal opportunity law;
 - Exercising any rights and privileges under 29 CFR part 30; or
 - Equal opportunity standards with respect to the apprentice's selection or any other benefit, term, condition, or privilege associated with apprenticeship have not been followed in the operation of an apprenticeship program.

Complaints regarding discrimination. Sponsors must provide written notice to all applicants for apprenticeship and all apprentices of their right to file a discrimination complaint and the procedures for doing so. The notice must include the address, phone number, and other contact information for the Registration Agency that will receive and investigate complaints filed under this part. The notice must be provided in the application



for apprenticeship and must be displayed in a prominent, publicly available location where all apprentices will see the notice. The notice must contain the specific wording set forth at 29 CFR §30.14(b).

Other general complaints. J.2 addresses complaints concerning issues covered by the apprenticeship agreement or standards, but not covered by a CBA or concerning discrimination or other equal opportunity matter. The sponsor will hear and attempt to resolve the matter locally if written notification from the apprentice is received within the timeframe described in J.2. Either party to the apprenticeship agreement may consult with the Registration Agency for an interpretation of any provision of these standards over which differences occur.

Such complaints must be in writing, signed by the complainant or the authorized representative, and must be submitted within 60 days of any final sponsor decision. The complaint must set forth the specific matter(s) complained of and state the relevant facts and circumstances. Copies of any pertinent documentation must accompany the complaint.

K. OFFICE OF APPRENTICESHIP GENERAL CONTACT INFORMATION:

The Registration Agency is either the National Office of Apprenticeship or the local OA representative in which the standards are registered. General Contact information will be provided as part of the registration process.

SECTION II – APPENDICES AND ATTACHMENTS

Appendix A - Work Process Schedule, Related Instruction Outline, Apprentice Wage Schedule, Ratio of Apprentices to Journeyworkers, Type of Occupation, Term of Apprenticeship, Selection Procedures and Probationary Period: See Sections D, F, G, H, and I of this Reference Guide. Sponsor(s) with multiple occupations must complete an Appendix A for each occupation.

Appendix B (ETA Form 671 – Apprenticeship Agreement and Application for Certification of Completion of Apprenticeship: May be completed in RAPIDS after program registration.

Appendix C (Affirmative Action Plan (AAP): Sponsors are required to develop an AAP within two years of registration for programs with (5) five or more registered apprentices. Information and technical assistance materials relating to the creation and maintenance of an affirmative action plan will be made available on the Office of Apprenticeship’s website.

Appendix D (Employer Acceptance Agreement): A sample agreement has been provided for employers who choose to sign on under the sponsor’s approved standards. Please use Appendix D when developing standards for multiple employers.

SECTION II PART 1 – COLLECTIVE BARGAINING PROVISIONS (IF APPLICABLE)

Section II Part 1 is for sponsors registering a program where the apprentices will be covered by a CBA. Such sponsors must furnish to the appropriate union a copy of its completed Apprenticeship Standards as well as all attachments. Normally, the appropriate union officials should sign in the designated spaces. However, if the union elects not to participate in the registration process, the Office of Apprenticeship will allow 45 days to receive union comments



before registering the program.

SECTION III - VETERANS' EDUCATIONAL ASSISTANCE AS MANDATED BY PUBLIC LAW 116-134 (134 STAT. 276)

Pursuant to section 2(b)(1) of the Support for Veterans in Effective Apprenticeships Act of 2019 (Pub. L. 116-134, 134 Stat. 276), Registered Apprenticeship program sponsors are required to provide a written assurance that the sponsor: (1) is aware of the availability of educational assistance for a veteran or other eligible individual under chapters 30 through 36 of title 38, United States Code, for use in connection with a registered apprenticeship program; (2) will make a good faith effort to obtain approval for educational assistance described in paragraph (1) above for, at a minimum, each program location that employs or recruits an veteran or other eligible individual for educational assistance under chapters 30 through 36 of title 38, United States Code; and (3) will not deny the application of a qualified candidate who is a veteran or other individual eligible for educational assistance described in paragraph (1) above for the purpose of avoiding making a good faith effort to obtain approval as described in paragraph (2) above.

This requirement applies to “any program applying to become a registered apprenticeship program on or after the date that is 180 days after the date of enactment of this Act” (i.e., September 22, 2020). Accordingly, apprenticeship programs that were registered by a Registration Agency before September 22, 2020, are not subject to this requirement.

SECTION IV – SIGNATURES

The Program Sponsor(s) may designate the appropriate person(s) to sign the Standards on their behalf.

SECTION V – DISCLOSURE AGREEMENT *(Optional)*

Program Sponsors may indicate their preference and authorization for OA staff to share the Work Process Schedule and Related Instruction Outline in Appendix A with other entities seeking to establish Apprenticeship Programs.

GLOSSARY OF TERMS

1. **APPRENTICE:** Means a worker at least 16 years of age, except where a higher minimum age standard is otherwise fixed by law, who is employed to learn an apprenticeable occupation as provided in §29.4 under standards of apprenticeship fulfilling the requirements of §29.5.
2. **APPRENTICESHIP AGREEMENT:** Means a written agreement, complying with §29.7, between an apprentice and either the apprentice’s program sponsor, or an apprenticeship committee acting as agent for the program sponsor(s), which contains the terms and conditions of the employment and training of the apprentice.
3. **APPRENTICESHIP APPROACHES:**
 - a. **COMPETENCY-BASED APPROACH:** Measures skill acquisition through the individual apprentice’s successful demonstration of acquired skills and knowledge, as verified by the program sponsor. Programs utilizing this approach must still require apprentices to complete an on-the-job learning component of Registered Apprenticeship. The program



standards must address how on-the-job learning will be integrated into the program, describe competencies, and identify an appropriate means of testing and evaluation for such competencies.

- b. **HYBRID APPROACH:** Measures the individual apprentice’s skill acquisition through a combination of specified minimum number of hours of on-the-job learning and the successful demonstration of competency as described in a work process schedule.
 - c. **TIME-BASED APPROACH:** Measures skill acquisition through the individual apprentice’s completion of at least 2,000 hours of on-the-job learning as described in a work process schedule.
4. **CERTIFICATE OF COMPLETION OF APPRENTICESHIP:** The credential issued by the Office of Apprenticeship to those registered apprentices certified and documented as having successfully completed the apprentice training requirements outlined in these standards of apprenticeship.
 5. **EMPLOYER:** Means any person or organization employing an apprentice whether or not such person or organization is a party to an Apprenticeship Agreement with the apprentice.
 6. **EMPLOYER ACCEPTANCE AGREEMENT:** Means an agreement between the sponsor and an undersigned participating employer, which agrees to carry out the intent, purpose, rules and decisions of the sponsor established under an approved set of Registered Apprenticeship Standards.
 7. **JOURNEYWORKER:** Means a worker who has attained a level of skill, abilities and competencies recognized within an industry as having mastered the skills and competencies required for the occupation. (Use of the term may also refer to a mentor, technician, specialist or other skilled worker who has documented sufficient skills and knowledge of an occupation, either through formal apprenticeship or through practical on-the-job experience and formal training.)
 8. **TRAINING REQUIREMENTS:**

 - a. **ON-THE-JOB LEARNING (OJL):** Tasks learned on-the-job, in which the apprentice must become proficient before a completion certificate is awarded. The learning must be through structured, supervised work experience.
 - b. **RELATED INSTRUCTION:** Means an organized and systematic form of instruction designed to provide the apprentice with the knowledge of the theoretical and technical subjects related to the apprentice’s occupation. Such instruction may be given in a classroom, through occupational or industrial courses, or by correspondence courses of equivalent value, electronic media, or other forms of self-study approved by the Office of Apprenticeship.
 - c. **WORK PROCESS SCHEDULE:** An outline of the tasks in which the apprentice will receive supervised work experience and training on the job, and the allocation of the approximate amount of time to be spent in each major process.
 9. **REGISTERED APPRENTICESHIP PARTNERS INFORMATION DATA SYSTEM (RAPIDS):** A Federal system that provides for the automated collection, retention, updating, retrieval, and summarization of information related to apprentices and apprenticeship programs.
 10. **SPONSOR:** Means any person, association, committee, or organization operating an apprenticeship program and in whose name the program is (or is to be) registered or approved.



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-15 An Ordinance of the City Council Amending Title VII (“Utilities”), Chapter 715 (“Sewers And Sewage Disposal”), Article 715-II (“Use Of The Publicly-Owned Treatment Works”), Section 715.130 (“Connection to the Publicly Owned Treatment Works”) of the Municipal Code of the City of Republic, Missouri.

Submitted By: David Cameron – City Administrator

Date: April 2, 2024

Issue Statement

Requirement of the Missouri Code of State Regulations (CSR) for connection to publicly owned treatment works.

Discussion and/or Analysis

During the Missouri Department of Natural Resources (MDNR) review of Chapter 715 of the Municipal Code of the City of Republic as part of the State Revolving Loan Fund application and approval. MDNR found that the sewer use requirements do not comply with state regulations 10 CSR 20-4.040(16) which states that all users are to connect to the system within 90 days of service availability. Currently section 715.130 requires the connection to be made within 180 days of service availability. This ordinance amendment corrects the maximum allowable time to be in accordance with state regulation.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE VII (“UTILITIES”), CHAPTER 715 (“SEWERS AND SEWAGE DISPOSAL”), ARTICLE 715-II (“USE OF THE PUBLICLY-OWNED TREATMENT WORKS”), SECTION 715.130 (“CONNECTION TO THE PUBLICLY OWNED TREATMENT WORKS”) OF THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI

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

WHEREAS, in an effort to fund the remaining amount(s) owed by the City on the wastewater treatment system improvements, and as recently approved by this Council, the City is in the process of applying for State Revolving Loan Funds through the Missouri Department of Natural Resources (MDNR); and

WHEREAS, MDNR notified the City that during its review of Chapter 715 of the Municipal Code of the City of Republic, as part of the State Revolving Loan Fund application and approval process, MDNR found that the sewer use requirements currently codified in Chapter 715 of the Municipal Code do not comply with state regulation 10 CSR 20-4.040(16) which requires all users to connect to the system within 90 days of service availability;

WHEREAS, currently, Republic Code Section 715.130 requires the connection to be made within 180 days of service availability; and

WHEREAS, the City Council finds it necessary and in the best interest of the City to amend Republic Code Section 715.130 to align with the above-referenced state regulation, in order to maximize the likelihood of approval of the City’s application for the SRF funds.

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

Section 1: Title VII (“Utilities”), Chapter 715 (“Sewers And Sewage Disposal”), Article 715-II (“Use Of The Publicly-Owned Treatment Works”), Section 715.130 (“Connection To The Publicly Owned Treatment Works”) of the Municipal Code of the City of Republic, Missouri is hereby amended to read as follows:

Title VII Utilities

715.130 Connection To The Publicly Owned Treatment Works

- A. The owner of all houses, buildings or properties used for human occupancy, employment, recreation or other purpose, situated in the City or in any area where there is an availability of sewers in a jurisdiction with which the City has an interjurisdictional sewage treatment agreement and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a sanitary sewer of the City, is hereby required, at his/her expense, to install suitable toilet facilities therein and to connect such facilities directly with the proper sanitary sewer in accordance with the provisions of this Chapter within ~~one~~

~~hundred eighty (180)~~ **ninety (90)** days after sewer service is available, provided such sanitary sewer is within three hundred (300) feet of all structures used for human occupancy, employment, recreation or other purposes. In the event there is no sanitary sewer within three hundred (300) feet of the structure, the owner may request permission of the City to construct and maintain an adequate on-site wastewater treatment system installation at the owner's expense, until such time as a sanitary sewer is made available. At which time a public sanitary sewer does become available, the owner shall connect the building sewer to the public sanitary sewer. The owner shall remove the septage from the sewage tank and dispose of it in an approved manner, and the sewage tank shall be abandoned and filled with suitable material or be removed.

- B. No person shall make any connection to the POTW, either direct or indirect, without written permission from the Director nor reconnect wastewater services when such services have been disconnected for non-payment of a bill for wastewater services unless such bill for wastewater services, including charges for disconnection, has been paid in full.
- C. No person shall tap into any sanitary sewer line of the POTW except by using an approved tapping method and an approved connection fitting unless otherwise approved by the Director. The Director shall develop reasonable rules and regulations on tapping and connecting procedures. These rules and regulations shall take force and effect five (5) days after the same shall be filed in the office of the City Clerk.
- D. The building sewer shall be constructed and conform to the requirements of the Building and Plumbing Codes or other applicable rules and regulations of the City. The building sewer shall be constructed of Schedule 40 or heavier polyvinyl chloride (PVC), cast-iron soil pipe or any other material as approved by the Director with an inside diameter of no less than four (4) inches. Joints of the building sewer shall be watertight and rootproof. Joints for PVC pipe can be either the gasketed type or glue on. If the joints are to be glued, then an approved primer/cleaner and solvent-type cements shall be used. The primer/cleaner shall be purple in color for identification purposes. Ninety-degree ells or bends shall not be allowed at any point of the building sewer. At the point where the building drain connects to the building sewer, there shall be a tee or wye and a cleanout extended above the flow line of the building sewer and the line brought up above the surface of the surrounding ground. The pipe shall have an approved cap or screw-in plug to be used for access. The building sewer shall be laid at a minimal slope of one quarter (1/4) inch of fall per foot of horizontal distance and may not be located within two (2) feet of a side property line unless the sanitary sewer main is positioned along the side property line. The connection of the building

drain to the building sewer shall be made at a point not less than three (3) feet from the foundation and not more than five (5) feet from the foundation. The cleanout must be of the same size of pipe as the building sewer up to the foundation. All pipe and fittings must be installed with granular pipe embedding, consisting of crushed or chipped limestone with a nominal size of not less than one-half (1/2) inch or greater than one (1) inch. Bedding material shall be used to provide a uniform trench bottom. A minimum bedding of two (2) inches above and below the exterior of the pipe is required. When the building sewer runs in excess of one hundred (100) linear feet, additional cleanouts shall be installed a maximum of one hundred (100) linear feet apart. The building sewer shall not be installed in the same trench as the water supply line. Water service pipe and building sewer shall be separated by five (5) feet of undisturbed or compacted earth. An eighteen-inch vertical separation shall be required between the building sewer and water supply line. Where this vertical separation cannot be complied with, then the building sewer and water supply line shall be without joints or connections until a five-foot separation is obtained. When existing conditions do not allow specified separation, sealed encasement shall be provided for either line until separation is achieved. Building sewers laid under drives, parking lots or traffic areas shall be either encased in metal conduit or shall be covered with a minimum of six (6) inches of crushed or chipped limestone, as specified herein, on all sides of the pipe, or the pipe shall be cast iron or ductile iron.

- E. The maintenance and repairs of the building sewer shall be the responsibility of the owner to the point of connection with the City's sanitary sewer main. This shall include when the building sewer crosses any street, road, highway, alley or right-of-way.
- F. For building sewers constructed or replaced after January 1, 2016, a minimum 12-gauge single strand copper clad steel high-strength conductive tracer wire with HDPE insulation shall be installed directly above and adjacent to the customer's building sewer line, where such piping is located within the public right-of-way. Wire splices shall be made with either rigid fittings or weatherproof connectors specifically designed for direct burial. Electric ground shall be established by splicing on to existing tracer wire where available or using a minimum one-inch copper grounding rod driven into the trench bottom near the sewer main. The tracer wire shall be installed directly above the building sewer line and taped every ten (10) feet using poly tape. The tracer wire shall be extended to the surface adjacent to the building clean out and housed within a protective enclosure constructed of Schedule 40 PVC pipe and a Schedule 40 PVC threaded clean out or an alternately constructed

housing as may be approved by the City. The protective enclosure shall be extended to grade, installed so it is easily accessible but shall not be located within any driving or parking surface unless rigid clean-out fittings are used.

1. This provision shall apply to building sewers operating under pressure or vacuum except that protective housings for accessing the tracer wire shall be located adjacent to the associated pump vault.
- G. A separate and independent building sewer shall be provided for every building and each individual premises intended to be maintained and owned separately, except where one (1) building may stand at the rear of another building in an interior lot and no public sanitary sewer is available or can be constructed to the rear building through any street, alley or right-of-way, in which case the building sewer from the front building may be extended to the rear building.
- H. Whenever possible, the building sewer shall be brought to the building drain at an elevation that will permit gravity flow into the building sewer. In all buildings in which any building drain is too low to permit gravity flow to the sanitary sewer, the sanitary sewage carried by the building drain shall be lifted by an approved means and discharged to the building drain or the nearest point that will permit gravity flow to the sanitary sewer. In any and all cases where the building drain or the drain of any plumbing fixture that drains by gravity is at a lower elevation than the highest elevation of the closest upstream manhole, which is part of the sanitary sewer main to which the building sewer is connected, a backwater valve shall be installed on the building sewer. A backwater valve shall also be installed on the upstream portion of the building sewer if at any point of the building sewer there is a connection of a pressurized discharge line from a pump used to carry water from a building subdrain to the building sewer. All bearing parts of backwater valves shall be of corrosion-resistant material. Backwater valves shall comply with ASME A112.14.1, CSA CAN/CSA-B181.1 or CSA CAN/CSA-B181.2. Backwater valves shall be so constructed as to provide a mechanical seal against backflow. Backwater valves, when fully opened, shall have a capacity not less than that of the pipes in which they are installed. Backwater valves shall be installed so that access is provided to the working parts for service and repair.
- I. Old building sewers may be used in connection with a new building only when the old building sewer is constructed per this Section. Building sewers constructed of any non-approved materials shall be abandoned and disconnected at the point of connection to the public sanitary sewer.

J. The Public Works Director shall be notified twenty-four (24) hours before the building sewer and connection to the public sanitary sewer is ready for inspection. The ditch shall not be backfilled until the inspection is made with approval given. Documentation of the location of the lateral shall be made at the time of inspection and shall be transferred to a permanent recordkeeping system established to document the same. A building sewer line inspection fee as provided for in the fee schedule found in Section 805.100 shall be submitted to the City prior to inspection or approval for service. The City may refuse to give sanitary sewer service for failure to conform to the requirements contained herein.

EXPLANATION: Matter shown above in **bold-face/underlined font** (except for Chapter title(s)) is added language. Matter shown above in ~~strikethrough font~~ is deleted language.

Section 2: All other Sections of the Municipal Code of the City of Republic, Missouri, not specifically referenced in this Ordinance, shall remain unmodified and in full force and effect.

Section 3: The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.

Section 4: The WHEREAS clauses above are specifically incorporated herein by reference.

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

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

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

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:

A handwritten signature in blue ink, appearing to read 'M. McCullough', is written over a horizontal line.

Megan McCullough, City Attorney

Final Passage and Vote:



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-16 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Republic R-III School District and Drury Properties Inc. for Right of Way Access and Other Related Obligations as part of the New Republic Intermediate School Project.

Submitted By: Karen Haynes, Planning Manager – Community Development

Date: April 2, 2024

Issue Statement

Agreement to secure ROW and access for a Public Street to serve the new Republic Middle School.

Discussion and/or Analysis

This agreement formalizes the conditions for which access and improvements will be made for access to the Republic Middle School at FR 107 and US Highway 60. The property owner who is providing ROW in exchange for like square footage from the school will have access changes as per MODOT standards and this agreement formalizes the conditions for all parties. The property exchange will occur between the School District and DPI. Once the School District completes the construction and improvements for access the School District will dedicate the right-of-way and public street infrastructure.

This is one of two IGA's executed for improvements and access along Highway 60. The access point identified as a future signalized intersection as part of the 2027 6 lane expansion of Highway 60 will have all the necessary right-of-way (ROW) for a fully expanded intersection. The ROW will be dedicated to the city for public street access and the city will provide ROW to MODOT as needed for the improvements for 2027.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH REPUBLIC R-III SCHOOL DISTRICT AND DRURY PROPERTIES INC. FOR RIGHT OF WAY ACCESS AND OTHER RELATED OBLIGATIONS AS PART OF THE NEW REPUBLIC INTERMEDIATE SCHOOL PROJECT

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

WHEREAS, Drury Properties, Inc. (“Drury”) currently owns approximately 2.12 acres of improved real property located near the intersection of existing Farm Road 107 and U.S. Highway 60 in Republic (the “Property”); and

WHEREAS, the Republic School District (“School District”) is currently planning for construction of a new school building on certain real property it owns immediately to the north of the Property; and

WHEREAS, in order to ensure safe and adequate access to the new school, once constructed, certain infrastructure and improvements must be made to various areas surrounding the Property, including portions of the Property itself; and

WHEREAS, among the improvements needed is the realignment of existing Farm Road 107 and the construction of a new intersection at the realigned Farm Road 107 and U.S. Highway 60, which will require right-of-way access to a portion of the Property; and

WHEREAS, the School District has agreed to convey its interest in approximately 0.86 acres of its land to Drury in exchange for Drury’s agreement to grant the City right-of-way access to the affected portion of the Property; and

WHEREAS, the City wishes to enter into an Intergovernmental Agreement (IGA) with Drury and the School District in order to set forth the terms and conditions under which the parties will grant the necessary access, complete the applicable construction and improvements and subsequently dedicate the agreed upon right-of-way and public street infrastructure; and

WHEREAS, the Council finds it in the best interest of the City to approve of the IGA with Drury and the School District, as it will help to advance the priority of ensuring safe, adequate access to and from the new intermediate school at the impacted location.

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

Section 1: The Mayor, on behalf of the City, is authorized to enter into an Intergovernmental Agreement with Republic R-III School District and Drury Properties, Inc. setting forth the terms and conditions under which the parties will grant the necessary access, complete the applicable construction and improvements and subsequently dedicate the agreed upon right-of-way and public street infrastructure, to be in substantially the same form as that attached to this Ordinance as “Attachment 1.”

Section 2: The Mayor and/or the City Administrator, 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:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

LAND EXCHANGE AND DEVELOPMENT AGREEMENT

This **Land Exchange and Development Agreement** (“Agreement”) is entered into 2 April 2024, by and among the City of Republic, Missouri, a municipal corporation and Charter City located in Greene County, Missouri, being duly organized and existing under the laws of the State of Missouri (“City”), the Greene County Reorganized School District No. 3, a public school district and political subdivision of the State of Missouri, also known as the Republic School District (“District”), and Drury Properties, Inc., a Missouri corporation (“Drury”). City, District, and Drury may be referred to together as “the Parties.”

WITNESSETH:

WHEREAS, Drury currently owns the improved real property located at 5905 U.S. Hwy 60 near the intersection of existing Farm Road 107 and U.S. Highway 60 in Republic, Missouri, as shown on **Exhibit A** hereto (the “Drury Property I”); and

WHEREAS, Drury currently owns the improved real property located at 5745 U.S. Highway 60 in Republic, Missouri, as shown on **Exhibit B** hereto (the “Drury Property II”); and

WHEREAS, District currently owns the unimproved real property adjacent to and north of the Drury Property I (the “District Property”) and District is planning for construction of a new school building on the District Property; and

WHEREAS, The Missouri Highways and Transportation Commission (“MHTC”) owns and maintains U.S. Highway 60 as a limited access highway, and as a cooperative endeavor with City, District and Drury, MHTC has acknowledged a need for a break in access in U.S. Highway 60 for a realigned Farm Road 107 on U.S. Highway 60; and

WHEREAS, in order to ensure safe and adequate access to the new school, once constructed, certain infrastructure and other improvements must be made to various areas surrounding the Drury Property I, including portions of the Drury Property I itself; and

WHEREAS, among those necessary improvements is the realignment of existing Farm Road 107 and the construction of a new intersection at the realigned Farm Road 107 and U.S. Highway 60, which will require right-of-way access to a portion of the Drury Property I; and

WHEREAS, the District has agreed to convey to Drury approximately 0.86 acres (37,735 square feet) of land located immediately to the north of the Drury Property I, as described on **Exhibit C**), in exchange for Drury conveying to the City a portion of the Drury Property I consisting of approximately 0.6 acres, as described on **Exhibit D**; and

WHEREAS, in exchange for good and valuable consideration, the sufficiency of which is acknowledged by the Parties, upon completion of the transfer of the aforementioned 0.86 acres of property from District to Drury, Drury will transfer the aforementioned 0.6 acres of property to the City, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and agreements set forth herein, the Parties mutually acknowledge and agree as follows:

1. **Consideration and Terms.** In exchange for Drury’s transfer to City of the fee simple interest in the approximately 0.6 acres of real property described on Exhibit D by the deed the form of which is attached as **Exhibit E** (the “Drury Deed”), and in exchange for District’s transfer to Drury of the 0.86 acres of real property described on Exhibit C by the deed the form of which is attached as **Exhibit F** (the “District Deed”), each such exhibit expressly incorporated as though fully set forth at length in this Agreement, the Parties agree to the following terms:

- a) Construction of the new/realigned Farm Road 107 may commence upon recordation of the District Deed, or, alternatively, upon recordation of the of the Drury Deed.
- b) The Parties agree that the current access to U.S. Highway 60 from the Drury Property I will remain intact and unencumbered until such time as the alternate access points outlined in this Agreement are constructed. Further, access to the improvements currently located at the Drury Property I, including the building and parking spaces/areas, will remain intact and unencumbered until such time as the alternate access points are provided. Until that time, access to the building located at the Drury Property I will be unimpeded, as will all parking spaces, including those existing parking areas to the south and east of the building.
- c) To the extent fencing on the Property must be removed or altered in connection with construction of the new/realigned Farm Road 107, Drury, at the cost and expense of City, shall be entitled to replacement/repair of such fencing in an agreeable configuration, for the purpose of securing the business that currently operates from the building on the Drury Property I.
- d) The Parties recognize that Drury shall have the right to immediate use of the property deeded to Drury by District, upon completion of such transfer.
- e) Access points:
 - i. Drury shall have full ingress to and egress from the Drury Property I along the newly constructed/realigned Farm Road 107, at 300 feet from the centerline of U.S. Highway 60. Drury recognizes and acknowledges that MHTC intends to construct a fully signalized intersection at U.S. Highway 60 and the newly constructed/realigned Farm Road 107 during the year 2027, at which time Drury’s access may become inherently or in fact restricted to right in, right out access, which shall not in any way constitute a breach of this Agreement.
 - ii. Drury shall have secondary full access in an agreeable location to the north of the Drury Property I to service the Drury Property I from the portion of Farm Road 107 that is being constructed. The construction of such secondary full access will be at no cost or expense to Drury, but shall rather be fully paid for by City. The

rights of Drury granted under this provision may, at Drury's option, be recorded in the form of a memorandum set forth as Exhibit G.

- iii. Drury and City acknowledge that both access points referenced above will be constructed to the new right-of-way line from the roadway, and further that if additional grading is needed beyond those right-of-way lines to service the Drury Property I, such work shall be provided in conjunction with the project.
- iv. Drury acknowledges that MHTC intends to provide access to the Drury Property II at the nearest lane of U.S. Highway 60 (to be a shared access with the property located at 5731 U.S. Highway 60) (the "Drury Property II Access"). City and District will cooperate with Drury to ensure MHTC provides such access. The Drury Property II Access will be located at or near the existing access located at the eastern property line of Drury Property II. Drury acknowledges that a traffic study may be required at or prior to the time of development of the Drury Property II, depending upon the use(s) and development plan of the Drury Property II. City and District will cooperate with Drury to obtain MHTC's acknowledgement that the results of such traffic study will require an expansion of the current access to U.S. Highway 60 at the property located at 5731 U.S. Highway 60. The rights of Drury granted under this provision may, at Drury's option, be recorded in the form of a memorandum set forth as Exhibit G.
- v. At no cost to Drury, an additional access to the Drury Property II shall be provided along a future backage road extension of Farm Road 107, in conjunction with development of the Drury Property II, 5731 U.S. Highway 60, or the development of the City-owned parcel located to the north, provided that funds for such access are available to City and approved by the City Council. The access referenced in this sub-paragraph is expressly contingent upon availability of funds and approval by City Council of the specified uses for those funds. The rights of Drury granted under this provision may, at Drury's option, be recorded in the form of a memorandum set forth as Exhibit G.
- f) The City agrees to install (1) a waterline extension along the northern property line to the northwest corner of the Drury Property I with a flush hydrant for future development; (2) a flush hydrant on the existing main located along the eastern property line of the Drury Property I; and (3) a fiber optics cable along the northern property line to the northwest corner of the Drury Property I. The Parties acknowledge and agree that this work is considered ancillary to the road construction referenced herein and District's installation of waterline and fiber optics to service the new school building on the District Property.

- g) It is understood and agreed by the Parties that City's agreements contained herein regarding infrastructure and other improvements to various areas surrounding the Drury Property I to provide access to the District Property serves as consideration for District's transfer of the portion of the District Property described in Exhibit C to Drury. The Parties further understand and agree that if Drury transferred the real property described in Exhibit D to District, that District would then immediately transfer the same to City as consideration for City's agreements contained herein, and that the direct transfer to City from Drury is being done as a matter of convenience for the Parties.
- h) Closing of the transfers (the "Closing") under the Drury Deed and the District Deed will be completed at Hogan Land Title (1605 E Sunshine, Springfield, MO 65804), on or about 1 May 2024; *provided, however*, the Parties acknowledge and agree that as a condition precedent to any Party's obligation to commence and complete the Closing, MHTC and the Parties shall have executed a memorandum of understanding setting forth the Parties' and MHTC's understandings as to the matters concerning MHTC described in this Agreement. Each of Drury and City shall be responsible for their own costs of inspection, title review, recording, legal expenses and any other cost associated with the transfer of the respective real property.

2. **Terms of Real Property Transfer.** The following terms shall govern the transfers under the Drury Deed and the City Deed:

- a) The real property described in Exhibits C and D are being conveyed and accepted "as is" without any warranty as to title or condition.
- b) Drury represents and warrants that it is the fee simple owner of the approximately 0.6 acres of real property described on Exhibit D and has the full capacity, right, power, and authority to transfer the same to City.
- c) District represents and warrants that it is the fee simple owner of the 0.86 acres of real property described on Exhibit C and has the full capacity, right, power, and authority to transfer the same to Drury.
- d) District and Drury each represent that:
 - i. It has not, and will not prior to the Closing, encumber, pledge, assign to interest in, or enter into any obligation or lease or rental agreement with respect to the real property it is transferring without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
 - ii. It has not, and will not prior to the Closing, make any alteration to the physical condition of its respective real property being transferred without the prior written consent of the other party, which consent shall not be unreasonably withheld.

- iii. All valid bills and claims for labor and services furnished to or for the benefit of the respective real property being transferred and for any period prior to the Closing shall be paid in full by the Closing.
- iv. To the best of the party's knowledge, there is no claim, suit, action, arbitration, legal, or other proceeding, or governmental investigation pending which affects its respective real property being transferred and none are threatened of which the party has knowledge or should have knowledge.
- v. The representations, warranties, covenants, and agreements contained in this Agreement shall survive Closing and the delivery of the deeds, without limitation.

3. **Public Entity Immunity.** The City and District preserve all immunities, sovereign, governmental and otherwise, recognized by law. Nothing in this Agreement or any transactions under this Agreement shall be construed or deemed in any way as a waiver by the City or District of sovereign immunity or governmental immunity recognized under common law, state law, ordinances, regulations, the Missouri Constitution, or the United States Constitution, including but not limited to § 537.600 RSMo., et seq.

4. **Law and Venue.** This Agreement shall be governed by the laws of the State of Missouri. Any lawsuit, claim, or other action filed by or against one or both of the Parties to this Agreement relating in any way to the interpretation of this Agreement or to the exercise of rights and/or duties under this Agreement, shall have proper venue solely in the Circuit Court of Greene County, Missouri,

5. **Assignment.** No party may assign their rights or obligations under this Agreement without the prior written consent of the other party. Except, the right of Drury under this Agreement as recorded in the land records of Greene County shall attach to and be conveyed to any subsequent owner of the Drury Property I or Drury Property II.

6. **Severability.** A determination by a court of competent jurisdiction that any clause, sentence, paragraph, section, or part of this Agreement is unconstitutional, invalid or otherwise unenforceable shall not affect in any way the validity or enforceability of the remaining clauses, sentences, paragraphs, sections or parts of this Agreement.

7. **Entire Understanding.** This Agreement constitutes the entire agreement between the Parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof, and may not be changed, modified or amended, in whole or in part, except in writing signed by the Parties.

8. **Headings.** The headings formatted in bold herein are merely for purposes of convenience and reference only, and do not constitute material terms of this Agreement.

9. **Incorporation of Whereas Clauses.** The "WHEREAS" clauses in this Agreement above are incorporated into this paragraph by reference as though fully set forth at length herein and form a material part of this Agreement.

10. **Notice.** All notices and requests required or authorized under this Agreement will be given in writing either (i) by personal delivery, or (ii) by commercial courier service, or (iii) by electronic mail in “portable document format” (“.pdf”), with delivery being completed on actual delivery occurring or delivery receipt being received by the sender, directed to the respective addresses of the Parties described below, with the date on which any such notice is received by the addressee being deemed the date of notice (and with each Party waiving any claim of failure to provide notice if provided in any other manner in the event notice is actually received):

If to City: City of Republic
Attn: Karen Haynes
204 N. Main Avenue
Republic, MO 65738
Email: khaynes@republicmo.com

If to District: Republic School District
Attn: Superintendent
636 N. Main Avenue
Republic, MO 65738
Email: Matt.Pearce@republicschools.org

If to Drury: Drury Properties, Inc.
C/O RMMC CPAs
4035 S. Fremont Avenue
Springfield, MO 65804
Email: mitch@druryproperties.com

With a copy to (such copy not to constitute notice):

Husch Blackwell LLP
Attn: Michael A. Cosby
3810 E. Sunshine, Suite 300
Springfield, MO 65809
Email: michael.cosby@huschblackwell.com

IN WITNESS WHEREOF, the Parties caused this Land Exchange and Development Agreement to be executed in their respective hand and upon their behalf.

CITY OF REPUBLIC, MISSOURI

DRURY PROPERTIES, INC.

By _____
Matthew Russell, Mayor

By: _____

Date: _____

Name: _____

ATTEST:

Title: _____

Date: _____

Laura Burbridge, City Clerk

GREENE COUNTY REORGANIZED SCHOOL DISTRICT NO. 3

Date: _____

By: _____

APPROVED AS TO FORM:

Name: _____

Megan McCullough, City Attorney

Title: _____

Date: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
PROJECT LOCATION AND PROPERTY OWNERS
DRURY PROPERTY I
DISTRICT

[TO BE PROVIDED]

EXHIBIT B
PROJECT LOCATION AND PROPERTY OWNERS
DRURY PROPERTY II

[TO BE PROVIDED]

EXHIBIT C
LEGAL DESCRIPTION
0.86 ACRES FROM DISTRICT TO DRURY
[TO BE PROVIDED]

EXHIBIT D
LEGAL DESCRIPTION
0.6 ACRES FROM DRURY TO CITY
[TO BE PROVIDED]

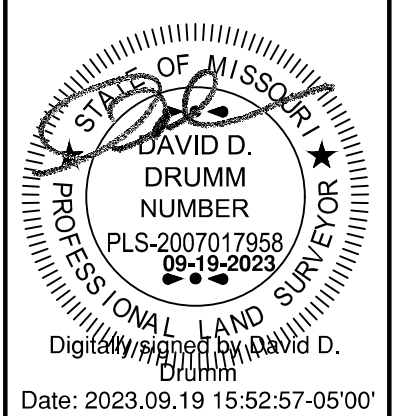
EXHIBIT E
FORM OF DEED
0.6 ACRES FROM DRURY TO CITY
[TO BE PROVIDED]

EXHIBIT F
FROM OF DEED
0.86 ACRES FROM DISTRICT TO DRURY
[TO BE PROVIDED]

EXHIBIT G
FORM OF MEMORANDUM
DRURY'S RIGHTS
[TO BE PROVIDED]

olsson

Olsson, Inc. - Survey Missouri Certificate of Authority #LC366
5495 St. Louis, MO 63112
Springfield, MO 65806
TEL: 417.899.8802
www.olsson.com

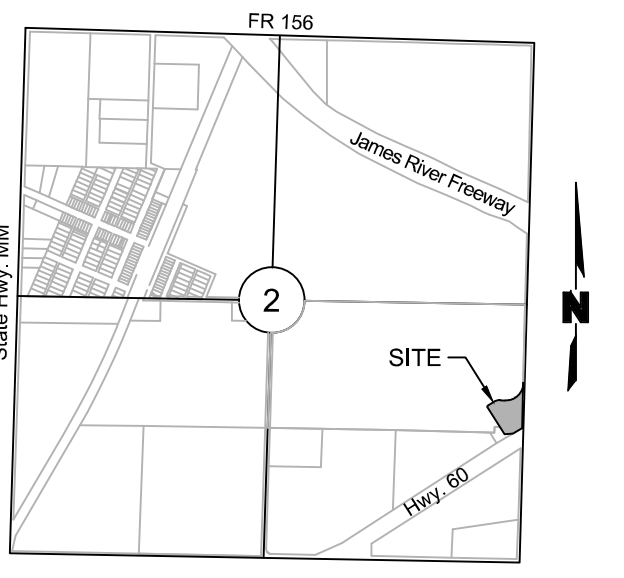


Date: 2023.09.19 15:52:57-0500'

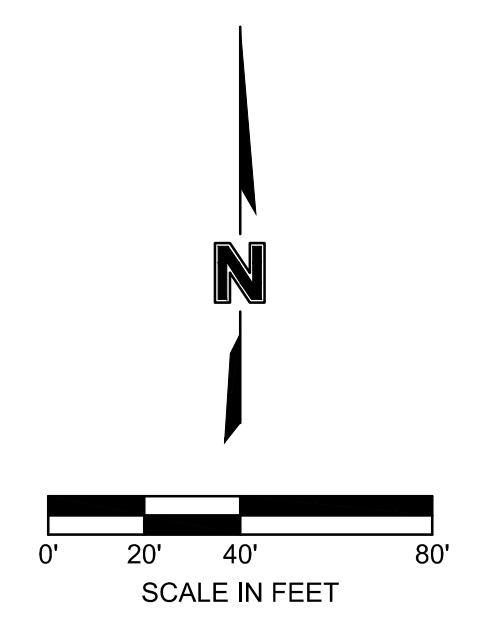
REV. NO.	DATE	REVISIONS DESCRIPTION	BY
1	09/19/2023	Update to City Staff Language & Subdivision Name Change	DDD

REV. NO.	DATE	REVISIONS DESCRIPTION	BY
1	09/19/2023	Update to City Staff Language & Subdivision Name Change	DDD

MINOR SUBDIVISION
REPUBLIC INTERMEDIATE SCHOOL SUBDIVISION
 PART OF THE NE¼ OF THE SE¼
 SECTION 2, TOWNSHIP 28 NORTH, RANGE 23 WEST
 CITY OF REPUBLIC, GREENE COUNTY, MISSOURI



LOCATION MAP
 Sec. 2, T-28-N, R-23-W
 Scale: 1"=2000'



BASIS OF BEARINGS
 Grid North based on Missouri State Plane
 Coordinate System 1983 by use of MoDOT
 continuously operating GNSS RTK Network
 Central Zone

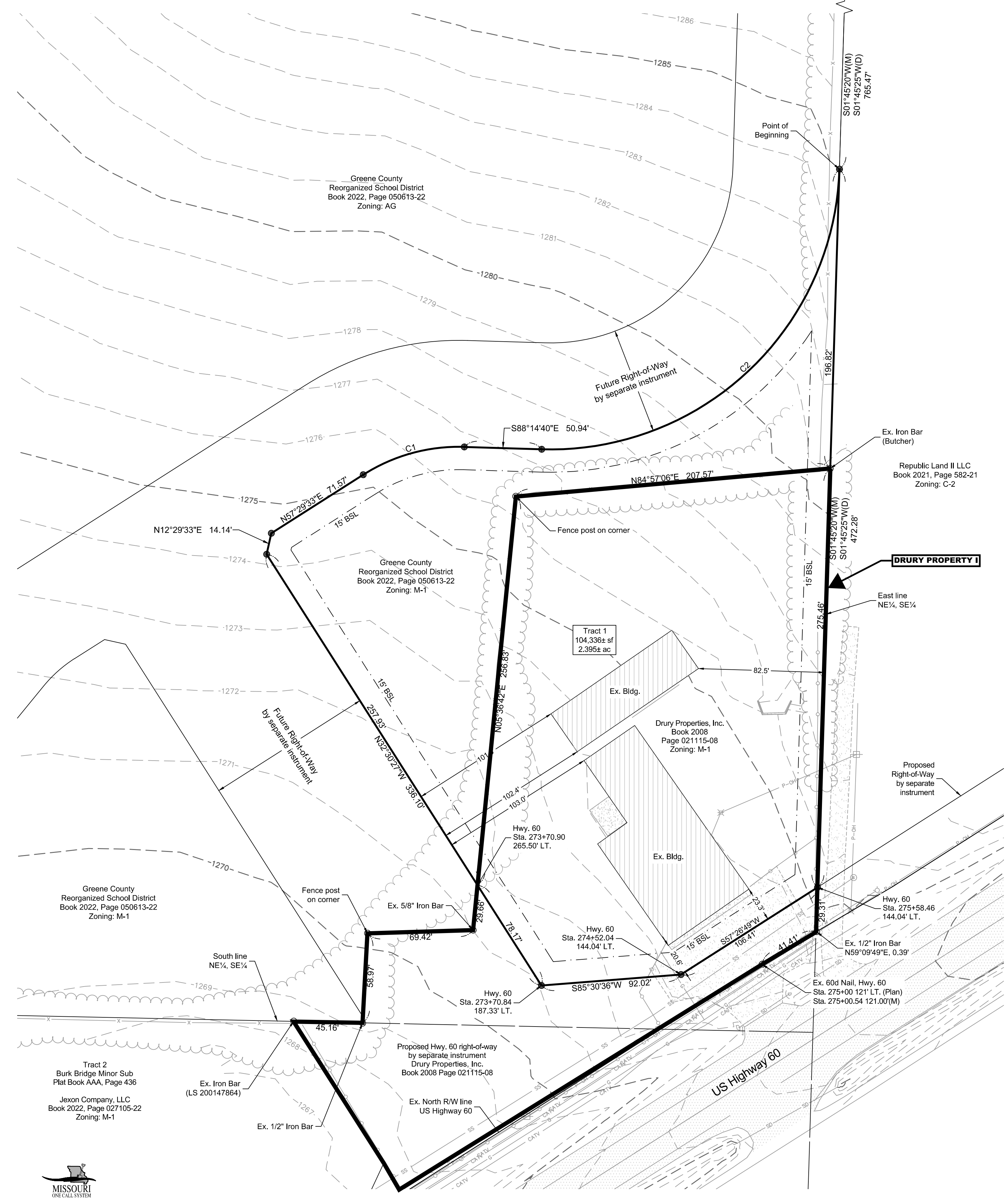
DATUM
 Elevations based on NAVD 88 by use
 of MoDOT continuously operating
 GNSS RTK Network

PREPARED FOR
 Republic School District
 518 N. Hampton Avenue
 Republic, MO 65738

PREPARED BY
 Olsson, Inc.
 550 St. Louis Street
 Springfield, MO 65806

- LEGEND**
- Found Monument (As Noted)
 - Set 1/2" Rebar w/plastic cap, "LC 366"
 - BSL Building Setback Line
 - (M) Measured
 - (D) Deeded

CURVE TABLE				
#	Radius	Length	Delta	Chord Bearing
C1	117.00'	69.97'	34°15'47"	68.93' N74°37'26"E
C2	190.00'	298.45'	90°00'00"	268.70' N46°45'20"E



DEVELOPMENT NOTES

Total Area: 104,336± sf - 2.395± ac
 Total No. of Lots: 1
 Source of Title: Book 2008, Page 021115-08
 Book 2022, Page 050613-22
 Current Zoning: M-1 (Light Manufacturing District)

Minimum Building Setbacks
 Front Yard: 15.0 feet
 Rear Yard: 15.0 feet
 Side Yard: 15.0 feet for interior setback
 15.0 feet at an intersection of Local/Local Streets
 15.0 feet at an intersection of Collector/Local Streets
 15.0 feet at an intersection of a Collector and greater class streets.

NOTES

- Maintenance of any area referred to or shown as right-of-way or easement is the responsibility of the property owner.
- 1/2" Iron Bar w/ plastic cap "LC 366" set at all lot corners (except as noted).
- The Flood Insurance Rate Map (FIRM) from the Federal Emergency Management Agency (FEMA) Community Panel No. 29077C0316E, Effective Date 12/17/2010 shows this property is located in Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain).

DESCRIPTION

A tract of land being a part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section 2, Township 28 North, Range 23 West, in the City of Republic, Greene County, Missouri, being a part of the tracts of land recorded in the Greene County Recorder's Office in Book 2008 at Page 021115-08 and Book 2022 at Page 050613-22, more particularly described as follows:

COMMENCING at the Northeast corner of said SE¼, thence S01°45'20"W, along the East line of said NE¼ of the SE¼, a distance of 765.47 feet for a POINT OF BEGINNING; thence continuing S01°45'20"W, along said East line, a distance of 472.28 feet; thence S57°26'49"W, a distance of 106.41 feet; thence S85°30'36"W, a distance of 92.02 feet; thence N32°30'27"W, a distance of 336.10 feet; thence N12°29'33"E, a distance of 14.14 feet; thence N57°29'33"E, a distance of 71.57 feet; thence along a tangent curve to the right having a radius of 117.00 feet, an arc length of 69.97 feet, a central angle of 34°15'47" and a chord distance of 68.93 feet which bears N74°37'26"E; thence S88°14'40"E, a distance of 50.94 feet; thence along a tangent curve to the left having a radius of 190.00 feet, an arc length of 298.45 feet, a central angle of 90°00'00" and a chord distance of 268.70 feet which bears N46°45'20"E to the POINT OF BEGINNING. Containing 104,336 square feet (2.395 acres), more or less, and subject to any rights-of-way, easements, and restrictions of record.

CERTIFICATE OF APPROVAL BY THE BUILDS DEPARTMENT STAFF

In accordance with the provisions as set forth in the Subdivision Regulations of Republic, Missouri, I do hereby certify that on the _____ day of _____, 2023, by the BUILDS Department approved the request for a minor subdivision for _____. Any further subdivision of the above described land or modifications of the land description(s) will require reapproval in accordance with the Subdivision Regulations of the City of Republic, Missouri.

BUILDS Department _____ Date _____

CERTIFICATE OF OWNERSHIP AND DEDICATION

As owner I have caused the land described on this plat to the surveyed, divided, mapped, and all access rights reserved and dedicated as represented on the plat.

Owner/Subdivider: _____ Date _____

Print Name & Title: _____

ACKNOWLEDGEMENT

STATE OF MISSOURI
 COUNTY OF GREENE SS.
 On this _____ day of _____, 2023, before me personally appeared _____ known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year first written above.

Notary Public _____

CERTIFICATE OF OWNERSHIP AND DEDICATION

As owner I have caused the land described on this plat to the surveyed, divided, mapped, and all access rights reserved and dedicated as represented on the plat.

Owner/Subdivider: _____ Date _____

Print Name & Title: _____

ACKNOWLEDGEMENT

STATE OF MISSOURI
 COUNTY OF GREENE SS.
 On this _____ day of _____, 2023, before me personally appeared _____ known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year first written above.

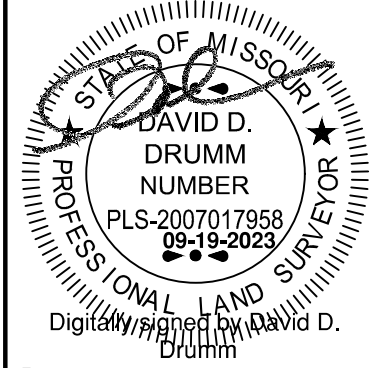
Notary Public _____

CERTIFICATE OF SURVEY AND ACCURACY

Know all men by these presents:
 That I, David D. Drumm, do hereby certify to Republic School District and Drury Properties, Inc., that this survey was prepared under my supervision from an actual survey of the land herein described, prepared by Olsson, Inc., dated August 25, 2023, and signed by David D. Drumm, PLS 2007017958, and that the monuments and lot corner pins shown herein were placed under the personal supervision of David D. Drumm, PLS 2007017958, in accordance with the current Missouri Standards for Urban Class Property Boundary Surveys.

David D. Drumm, PLS 2007017958
 Olsson Associates, MO LC 366
 ddrumm@olsson.com
 Date: 09/19/2023





Date: 2023.09.19 15:52:57-0500'

REV. NO.	DATE	REVISIONS DESCRIPTION	BY
1	09.19.2023	Update to City Staff Language & Subdivision Name Change	DDD

REVISIONS

2023

MINOR SUBDIVISION
REPUBLIC SCHOOL DISTRICT
2654 N. COMMERCIAL AVENUE
REPUBLIC, GREENE COUNTY, MISSOURI

drawn by: CDA
surveyed by: BS/COJS
checked by: DDD
approved by: DDD
project no.: B22-06139
drawing no.: V_MLD_B2206139
date: 09.31.23

EXHIBIT B

MINOR SUBDIVISION
REPUBLIC INTERMEDIATE SCHOOL SUBDIVISION
PART OF THE NE¼ OF THE SE¼
SECTION 2, TOWNSHIP 28 NORTH, RANGE 23 WEST
CITY OF REPUBLIC, GREENE COUNTY, MISSOURI

DEVELOPMENT NOTES

Total Area: 104,336± sf - 2.395± ac
Total No. of Lots: 1
Source of Title: Book 2008, Page 021115-08
Book 2022, Page 050613-22
Current Zoning: M-1 (Light Manufacturing District)

Minimum Building Setbacks

Front Yard: 15.0 feet
Rear Yard: 15.0 feet
Side Yard: 15.0 feet for interior setback
15.0 feet at an intersection of Local/Local Streets
15.0 feet at an intersection of Collector/Local Streets
15.0 feet at an intersection of a Collector and greater class streets.

NOTES

- Maintenance of any area referred to or shown as right-of-way or easement is the responsibility of the property owner.
- 1/2" Iron Bar w/ plastic cap "LC 366" set at all lot corners (except as noted).
- The Flood Insurance Rate Map (FIRM) from the Federal Emergency Management Agency (FEMA) Community Panel No. 29077C0316E, Effective Date 12/17/2010 shows this property is located in Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain).

DESCRIPTION

A tract of land being a part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section 2, Township 28 North, Range 23 West, in the City of Republic, Greene County, Missouri, being a part of the tracts of land recorded in the Greene County Recorder's Office in Book 2008 at Page 021115-08 and Book 2022 at Page 050613-22, more particularly described as follows:

COMMENCING at the Northeast corner of said SE¼, thence S01°45'20"W, along the East line of said NE¼ of the SE¼, a distance of 765.47 feet for a POINT OF BEGINNING; thence continuing S01°45'20"W, along said East line, a distance of 472.28 feet; thence S57°26'49"W, a distance of 106.41 feet; thence S85°30'36"W, a distance of 92.02 feet; thence N32°30'27"W, a distance of 336.10 feet; thence N12°29'33"E, a distance of 14.14 feet; thence N57°29'33"E, a distance of 71.57 feet; thence along a tangent curve to the right having a radius of 117.00 feet, an arc length of 69.97 feet, a central angle of 34°15'47" and a chord distance of 68.93 feet which bears N74°37'26"E; thence S88°14'40"E, a distance of 50.94 feet; thence along a tangent curve to the left having a radius of 190.00 feet, an arc length of 298.45 feet, a central angle of 90°00'00" and a chord distance of 268.70 feet which bears N46°45'20"E to the POINT OF BEGINNING. Containing 104,336 square feet (2.395 acres), more or less, and subject to any rights-of-way, easements, and restrictions of record.

CERTIFICATE OF APPROVAL BY THE BUILDS DEPARTMENT STAFF

In accordance with the provisions as set forth in the Subdivision Regulations of Republic, Missouri, I do hereby certify that on the _____ day of _____, 2023, by the BUILDS Department approved the request for a minor subdivision for _____. Any further subdivision of the above described land or modifications of the land description(s) will require reapproval in accordance with the Subdivision Regulations of the City of Republic, Missouri.

BUILDS Department _____

Date _____

CERTIFICATE OF OWNERSHIP AND DEDICATION

As owner I have caused the land described on this plat to the surveyed, divided, mapped, and all access rights reserved and dedicated as represented on the plat.

Owner/Subdivider: _____

Date _____

Print Name & Title: _____

ACKNOWLEDGEMENT

STATE OF MISSOURI
COUNTY OF GREENE SS.

On this _____ day of _____, 2023, before me personally appeared _____ known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year first written above.

Notary Public _____

CERTIFICATE OF OWNERSHIP AND DEDICATION

As owner I have caused the land described on this plat to the surveyed, divided, mapped, and all access rights reserved and dedicated as represented on the plat.

Owner/Subdivider: _____

Date _____

Print Name & Title: _____

ACKNOWLEDGEMENT

STATE OF MISSOURI
COUNTY OF GREENE SS.

On this _____ day of _____, 2023, before me personally appeared _____ known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year first written above.

Notary Public _____

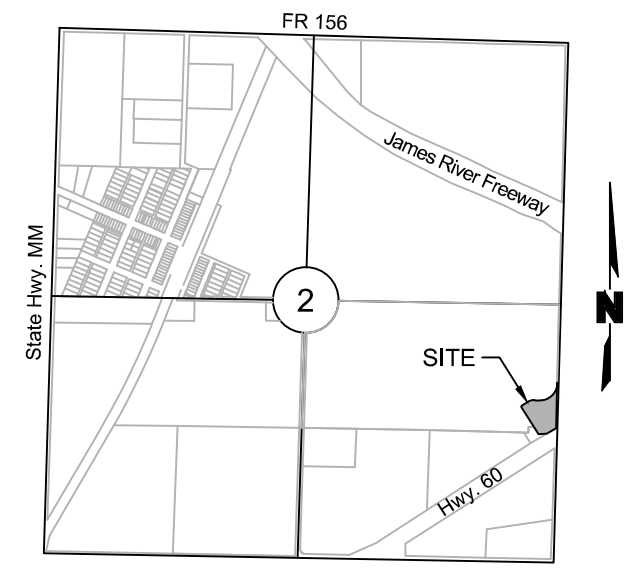
CERTIFICATE OF SURVEY AND ACCURACY

Know all men by these presents:

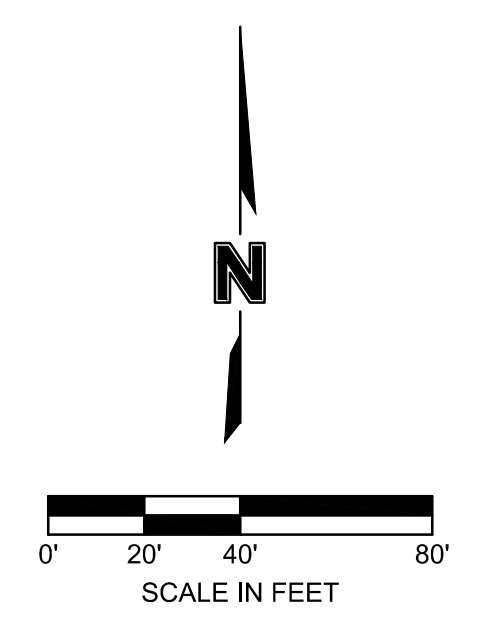
That I, David D. Drumm, do hereby certify to Republic School District and Drury Properties, Inc., that this survey was prepared under my supervision from an actual survey of the land herein described, prepared by Olsson, Inc., dated August 25, 2023, and signed by David D. Drumm, PLS 2007017958, and that the monuments and lot corner pins shown herein were placed under the personal supervision of David D. Drumm, PLS 2007017958, in accordance with the current Missouri Standards for Urban Class Property Boundary Surveys.

David D. Drumm
David D. Drumm, PLS 2007017958
Olsson Associates, MO LC 366
ddrumm@olsson.com

09/19/2023
Date



LOCATION MAP
Sec. 2, T-28-N, R-23-W
Scale: 1"=2000'



BASIS OF BEARINGS
Grid North based on Missouri State Plane Coordinate System 1983 by use of MoDOT continuously operating GNSS RTK Network Central Zone

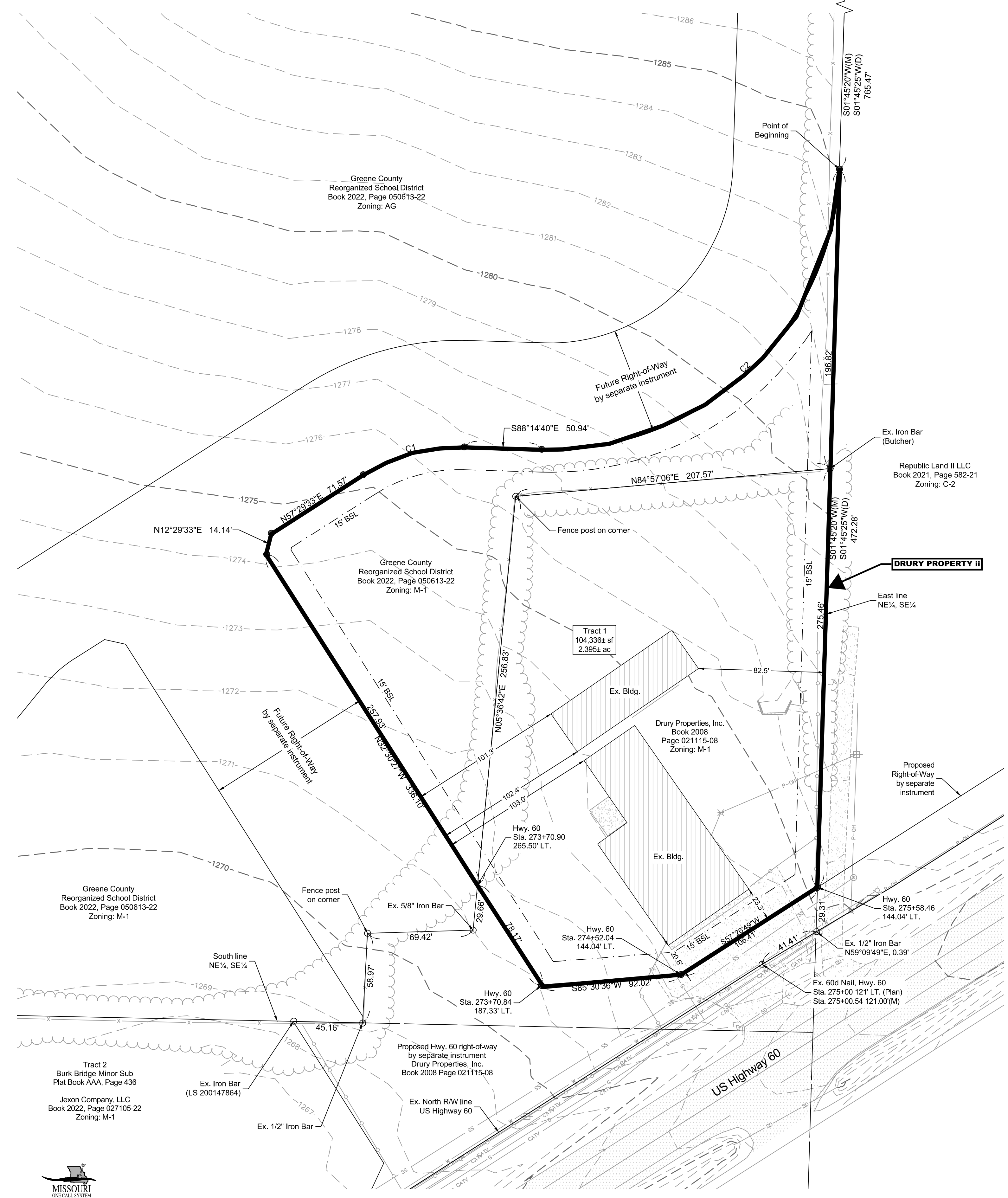
DATUM
Elevations based on NAVD 88 by use of MoDOT continuously operating GNSS RTK Network

PREPARED FOR
Republic School District
518 N. Hampton Avenue
Republic, MO 65738

PREPARED BY
Olsson, Inc.
550 St. Louis Street
Springfield, MO 65806

- LEGEND**
- Found Monument (As Noted)
 - Set 1/2" Rebar w/plastic cap, "LC 366"
 - BSL Building Setback Line
 - (M) Measured
 - (D) Deeded

#	Radius	Length	Delta	Chord	Chord Bearing
C1	117.00'	69.97'	34°15'47"	68.93'	N74°37'26"E
C2	190.00'	298.45'	90°00'00"	268.70'	N46°45'20"E



MISSOURI
1-800-DIG-RITE OR 811
www.mot1call.com

EXHIBIT C

A tract of land being a part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section 2, Township 28 North, Range 23 West, in the City of Republic, Greene County, Missouri, being a part of the tract of land recorded in the Greene County Recorder’s Office in Book 2022 at Page 050613-22, more particularly described as follows:

COMMENCING at the Northeast corner of said SE¼; thence S01°45'20"W, along the East line of said NE¼ of the SE¼, a distance of 765.47 feet for a POINT OF BEGINNING; thence continuing S01°45'20"W, along said East line, a distance of 196.82 feet; thence S84°57'06"W, a distance of 207.57 feet; thence S05°36'42"W, a distance of 256.83 feet; thence N32°30'27"W, a distance of 257.93 feet; thence N12°29'33"E, a distance of 14.14 feet; thence N57°29'33"E, a distance of 71.57 feet; thence along a tangent curve to the right having a radius of 117.00 feet, an arc length of 69.97 feet, a central angle of 34°15'47" and a chord distance of 68.93 feet which bears N74°37'26"E; thence S88°14'40"E, a distance of 50.94 feet; thence along a tangent curve to the left having a radius of 190.00 feet, an arc length of 298.45 feet, a central angle of 90°00'00" and a chord distance of 268.70 feet which bears N46°45'20"E to the POINT OF BEGINNING.

Containing 37,737 square feet (0.866 acres), more or less, and subject to any rights-of-way, easements, and restrictions of record.

Prepared by: Olsson, Inc.
Survey MO Certificate of Authority #LC366
550 St. Louis Street
Springfield MO 65806
Tel 417.890.8802
Prepared for: City of Republic, MO
Project No.: B22-06139



Digitally signed by David D. Drumm
Date: 2023.08.25 10:57:06-05'00'

EXHIBIT D

A Variable Width Right-of-Way being a part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) and part of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 2, Township 28 North, Range 23 West, in the City of Republic, Greene County, Missouri, being a part of the tract of land recorded in the Greene County Recorder's Office in Book 2008 at Page 021115-08, more particularly described as follows:

COMMENCING at the Northeast corner of said SE¼; thence S01°45'20"W, along the East line of said NE¼ of the SE¼, a distance of 1,237.75 feet for a POINT OF BEGINNING; thence continuing S01°45'20"W, along said East line, a distance of 29.31 feet to a point on the North right-of-way line of US Highway 60, as it now exists; thence S59°03'56"W, along said North right-of-way line, a distance of 41.41 feet; thence S57°27'40"W, along said North right-of-way line, a distance of 279.80 feet; thence N32°27'28"W, a distance of 133.93 feet to a point on the South line of said NE¼ of the SE¼; thence S88°47'14"E, along said South line, a distance of 45.19 feet; thence N03°10'27"E, a distance of 58.97 feet; thence N88°15'59"E, a distance of 69.42 feet; thence N05°36'42"E, a distance of 29.66 feet; thence S32°30'27"E, a distance of 78.17 feet; thence N85°30'36"E, a distance of 92.02 feet; thence N57°26'49"E, a distance of 106.41 feet to the POINT OF BEGINNING.

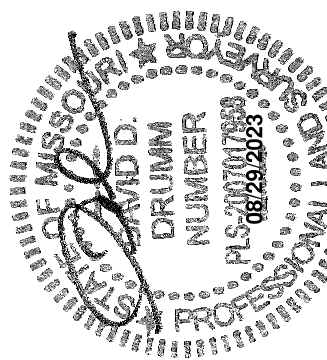
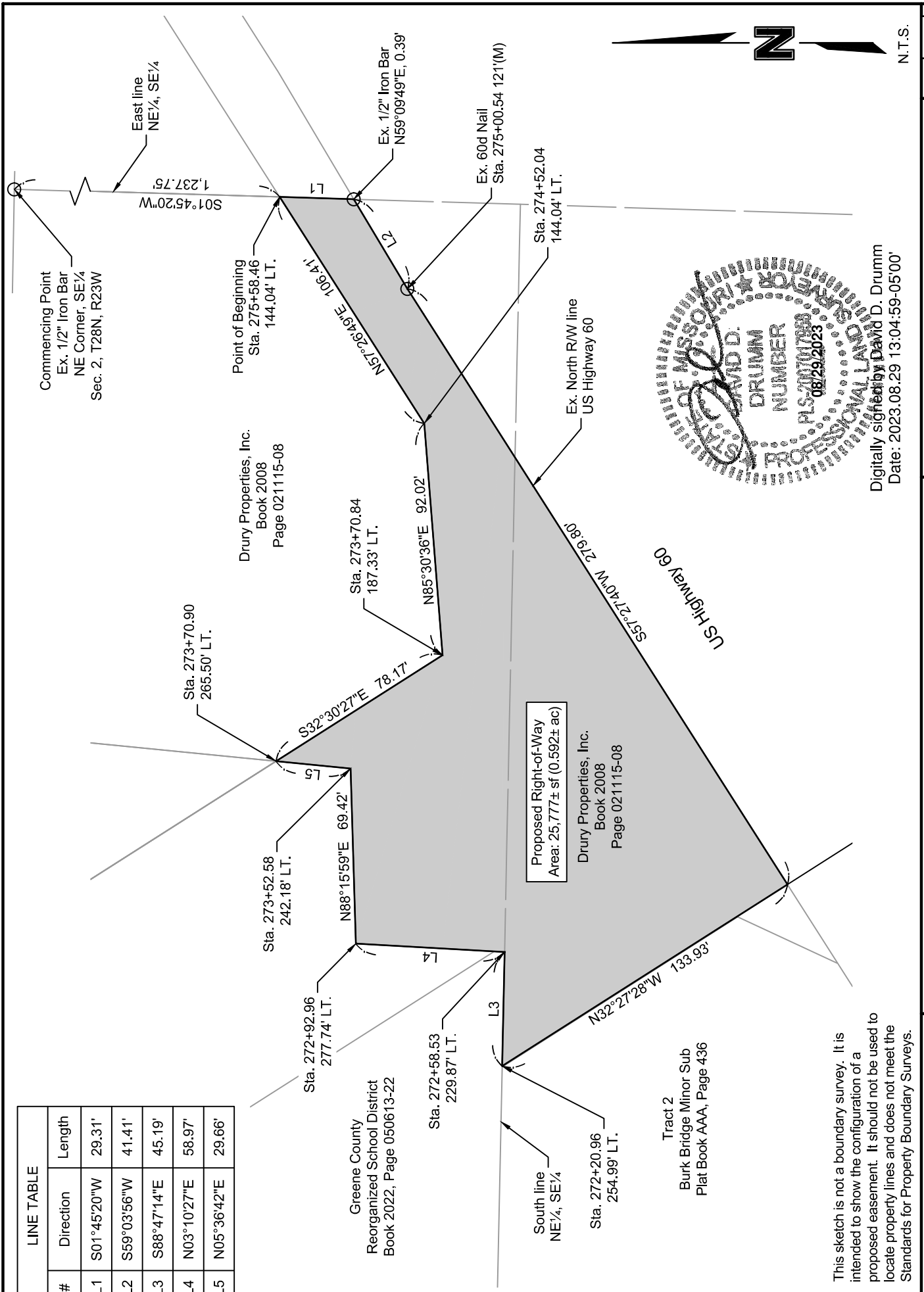
Containing 25,777 square feet (0.592 acres), more or less, and subject to any rights-of-way, easements, and restrictions of record.

Prepared by: Olsson, Inc.
Survey MO Certificate of Authority #LC366
550 St. Louis Street
Springfield MO 65806
Tel 417.890.8802
Prepared for: City of Republic, MO
Project No.: B22-06139



Digitally signed by David D. Drumm
Date: 2023.08.29 13:04:17-05'00'

LINE TABLE		
#	Direction	Length
L1	S01°45'20"W	29.31'
L2	S59°03'56"W	41.41'
L3	S88°47'14"E	45.19'
L4	N03°10'27"E	58.97'
L5	N05°36'42"E	29.66'



Digitally signed by David D. Drumm
 Date: 2023.08.29 13:04:59-05'00'

This sketch is not a boundary survey. It is intended to show the configuration of a proposed easement. It should not be used to locate property lines and does not meet the Standards for Property Boundary Surveys.

PROJECT NO: B22-06139	Item 6.
N BY: CDA	EX
08.29.23	
107	

Olsson, Inc. Survey MO
 Certificate of Authority #LC366
 550 St. Louis Street
 Springfield, MO 65806
 TEL 417.890.8802 FAX 417.890.8805

olsson

PROPOSED RIGHT-OF-WAY EXHIBIT
 REPUBLIC, GREENE COUNTY, MISSOURI

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT: GENERAL WARRANTY DEED

DATE OF DOCUMENT: 1 May 2024

GRANTOR: DRURY PROPERTIES, INC.

GRANTOR'S ADDRESS: C/O RMMC CPAs
4035 S. Fremont Avenue
Springfield, MO 65804

GRANTEE: THE CITY OF REPUBLIC, MISSOURI

GRANTEE'S ADDRESS: 204 N. Main Avenue
Republic, MO 65738

LEGAL DESCRIPTION: Page 2

This cover page is attached solely for the purpose of complying with the requirements stated in Sections 59.310.2, RSMo of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached General Warranty Deed. In the event of a conflict between the provisions of the attached General Warranty Deed and the provisions of this cover page, the attached General Warranty Deed shall prevail and control.

GENERAL WARRANTY DEED

THIS INDENTURE, effective as of 1 May 2024, is made by and between the Greene Drury Properties, Inc., a Missouri corporation, having its principal offices at 4035 S. Fremont Avenue, Springfield, MO 65804 ("Grantor"), and The City of Republic, Missouri, a Missouri Political Subdivision, having its principal offices at 204 N. Main Avenue, Republic, MO 65738 ("Grantee").

WITNESSETH, that Grantor, in consideration of the sum of Ten Dollars and Zero Cents (\$ 10.00), to it paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does by these presents grant, bargain, and sell, convey, and confirm, unto Grantee, its successors and assigns, the following-described lots, tracts, or parcels of land lying, being, and situate in the County of Greene, and State of Missouri (the "Property"):

A Variable Width Right-of-Way being a part of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) and part of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 2, Township 28 North, Range 23 West, in the City of Republic, Greene County, Missouri, being a part of the tract of land recorded in the Greene County Recorder's Office in Book 2008 at Page 021115-08, more particularly described as follows:

COMMENCING at the Northeast corner of said SE $\frac{1}{4}$; thence S01°45'20"W, along the East line of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, a distance of 1,237.75 feet for a POINT OF BEGINNING; thence continuing S01 °45'20"W, along said East line, a distance of 29.31 feet to a point on the North right-of-way line of US Highway 60, as it now exists; thence S59°03'56"W, along said North right-of-way line, a distance of 41.41 feet; thence S57°27'40"W, along said North right-of-way line, a distance of 279.80 feet; thence N32°27'28"W, a distance of 133.93 feet to a point on the South line of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence S88°47'14"E, along said South line, a distance of 45.19 feet; thence N03°10'27"E, a distance of 58.97 feet; thence N88°15'59"E, a distance of 69.42 feet; thence N05°36'42"E, a distance of 29.66 feet; thence S32°30'27"E, a distance of 78.17 feet; thence N85°30'36"E, a distance of 92.02 feet; thence N57°26'49"E, a distance of 106.41 feet to the POINT OF BEGINNING.

Containing 25,777 square feet (0.592 acres), more or less, and subject to any rights-of-way, easements, and restrictions of record.

TO HAVE AND TO HOLD, the described premises, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto Grantee and unto its successors and assigns forever, Grantor hereby covenanting: that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the premises are free and clear from any encumbrance done or suffered by it or those under whom it claims except as set forth herein; and, that Grantor will warrant and defend the title of the premises unto Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons,

SUBJECT TO: all easements, restrictions, reservations, and other agreements and matters of record, if any; taxes and assessments, general and special, not now due and payable; and, the rights of the public in and to the parts thereof in streets, roads, or alleys.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed as of the day and year first above written.

BY GRANTOR:

DRURY PROPERTIES, INC.

By: _____
Mitchell Drury, Vice President

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On ____ April 2024, before me appeared Mitchell Drury, personally known to me, who being by me duly sworn, did say that he is the Vice President of the Drury Properties Inc., and that the foregoing instrument was signed on behalf of Drury Properties Inc., and that he acknowledged said instrument to be the free act and deed of Drury Properties Inc., and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public
Name: _____

My Commission Expires: _____

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT: GENERAL WARRANTY DEED

DATE OF DOCUMENT: 1 May 2024

GRANTOR: GREENE COUNTY REORGANIZED
SCHOOL DISTRICT NO. 3
(REPUBLIC SCHOOL DISTRICT)

GRANTOR'S ADDRESS: 636 N. Main Avenue
Republic, MO 65738

GRANTEE: DRURY PROPERTIES, INC.

GRANTEE'S ADDRESS: C/O RMMC CPAs
4035 S. Fremont Avenue
Springfield, MO 65804

LEGAL DESCRIPTION: Page 2

This cover page is attached solely for the purpose of complying with the requirements stated in Sections 59.310.2, RSMo of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached General Warranty Deed. In the event of a conflict between the provisions of the attached General Warranty Deed and the provisions of this cover page, the attached General Warranty Deed shall prevail and control.

GENERAL WARRANTY DEED

THIS INDENTURE, effective as of the 1st day of May, 2024, is made by and between the Greene County Reorganized School District No. 3, also known as the Republic School District, a public school district and political subdivision of the State of Missouri, having its principal offices at 636 N. Main Avenue, Republic, MO 65738 ("Grantor"), and Drury Properties, Inc., a corporation registered in the State of Missouri, having its principal offices at 1788 County Road 347, Jackson, MO 63755 ("Grantee").

WITNESSETH, that Grantor, in consideration of the sum of Ten Dollars and Zero Cents (\$ 10.00), to it paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does by these presents grant, bargain, and sell, convey, and confirm, unto Grantee, its successors and assigns, the following-described lots, tracts, or parcels of land lying, being, and situate in the County of Greene, and State of Missouri (the "Property"):

A tract of land being a part of the Northeast Quarter (NE¹/₄) of the Southeast Quarter (SE¹/₄) of Section 2, Township 28 North, Range 23 West, in the City of Republic, Greene County, Missouri, being a part of the tract of land recorded in the Greene County Recorder's Office in Book 2022 at Page 050613-22, more particularly described as follows:

COMMENCING at the Northeast corner of said SE¹/₄; thence S01°45'20"W, along the East line of said NE¹/₄ of the SE¹/₄, a distance of 765.47 feet for a POINT OF BEGINNING; thence continuing S01°45'20"W, along said East line, a distance of 196.82 feet; thence S84°57'06"W, a distance of 207.57 feet; thence S05°36'42"W, a distance of 256.83 feet; thence N32°30'27"W, a distance of 257.93 feet; thence N12°29'33"E, a distance of 14.14 feet; thence N57°29'33"E, a distance of 71.57 feet; thence along a tangent curve to the right having a radius of 117.0 feet, an arc length of 69.97 feet, a central angle of 34°15'47" and a chord distance of 68.93 feet which bears N74°37'26"E; thence S88°14'40"E, a distance of 50.94 feet; thence along a tangent curve to the left having a radius of 190.00 feet, an arc length of 298.45 feet, a central angle of 90°00'00" and a chord distance of 268.70 feet which bears N46°45'20"E to the POINT OF BEGINNING.

Containing 37,737 square feet (0.866 acres), more or less, and subject to any rights-of-way, easements, and restrictions of record.

TO HAVE AND TO HOLD, the described premises, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto Grantee and unto its successors and assigns forever, Grantor hereby covenanting: that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the premises are free and clear from any encumbrance done or suffered by it or those under whom it claims except as set forth herein; and, that Grantor will warrant and defend the title of the premises unto Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons,

SUBJECT TO: all easements, restrictions, reservations, and other agreements and matters of record, if any; taxes and assessments, general and special, not now due and payable; and, the rights of the public in and to the parts thereof in streets, roads, or alleys.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed as of the day and year first above written.

BY GRANTOR:

GREENE COUNTY REORGANIZED SCHOOL DISTRICT NO. 3

By: _____
President, Board of Education

Print: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On this ____ day of _____, 2024, before me appeared _____, personally known to me, who being by me duly sworn, did say that he/she is the President of the Board of Education of the Greene County Reorganized School District No. 3, and that the foregoing instrument was signed and sealed on behalf of said District, and that he/she acknowledged said instrument to be the free act and deed of said District, and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public
Name: _____

My Commission Expires: _____

COVER PAGE**MEMORANDUM OF FUTURE LAND RIGHTS**

Date: __ April 2024

Grantors: THE CITY OF REPUBLIC, MISSOURI
 THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

Grantee: DRURY PROPERTIES, INC.

Grantee's Address: C/O RMMC CPAs
 4035 S. Fremont Avenue
 Springfield, MO 65804

Legal Descriptions: As set forth on Exhibit A.

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Memorandum of Future Land Rights. In the event of a conflict between the provisions of the attached Memorandum of Future Land Rights and the provisions of this cover page, the attached Memorandum of Future Land Rights shall prevail and control.

MEMORANDUM OF FUTURE LAND RIGHTS

THIS MEMORANDUM OF FUTURE LAND RIGHTS (this “Memorandum”) is made and entered into as of __ April 2024, by and among the City of Republic, Missouri, a municipal corporation and Charter City located in Greene County, Missouri, (“City”), The Missouri Highways and Transportation Commission (“MHTC”) and Drury Properties, Inc., a Missouri corporation (“Drury”).

RECITALS:

A. Drury is the owner of those certain parcel of real estate located at 5905 U.S. Hwy 60, Republic, Greene County, Missouri (“Drury Property I”) and located at 5745 U.S. Highway 60 in Republic, Greene County, Missouri (“Drury Property II”) each of which is legally described on the attached Exhibit A.

B. Drury and City, together with other parties entered into a Land Exchange and Development Agreement dated 2 April 2024, which agreement contained certain obligations of City and rights of Drury impacting Drury Property I (the “Drury Property I Rights”).

C. Drury, City and MHTC, together with other parties entered into a Memorandum of Understanding dated __ April 2024, which contained MHTC’s acknowledgment regarding certain ingress and egress right of Drury impacting Drury Property II (the “Drury Property II Rights”).

D. By this Memorandum, the parties desire to provide notice of the Drury Property I Rights and the Drury Property II Rights.

NOW THEREFORE, City, MHTC and Drury hereby give notice as follows:

1. Drury shall have secondary full access in an agreeable location to the north of the Drury Property I to service the Drury Property I from the portion of the new Farm Road 107 that will be constructed. The construction of such secondary full access will be at no cost or expense to Drury, but shall rather be fully paid for by City.

2. MHTC intends to provide access to the Drury Property II at the nearest lane of U.S. Highway 60 (to be a shared access with the property located at 5731 U.S. Highway 60) (the “Drury Property II Access”). City will cooperate with Drury to ensure MHTC provides such access. The Drury Property II Access will be located at or near the existing access located at the eastern property line of Drury Property II. Drury acknowledges that a traffic study may be required at or prior to the time of development of the Drury Property II, depending upon the use(s) and development plan of the Drury Property II.

3. At no cost to Drury, an additional access to the Drury Property II shall be provided along a future backage road extension of the new Farm Road 107, in conjunction with development of the Drury Property II, 5731 U.S. Highway 60, or the development of the City-

owned parcel located to the north, provided that funds for such access are available to City and approved by the City Council. The access referenced in this sub-paragraph is expressly contingent upon availability of funds and approval by City Council of the specified uses for those funds.

4. This Memorandum is not a complete summary of the parties agreements. This Memorandum shall in no way modify, supplement or abridge the separate agreements and understanding of the parties, which shall be fully binding upon the parties.

IN WITNESS WHEREOF, the undersigned have caused this Memorandum of Future Land Rights to be duly executed as of the day and year first above written.

CITY OF REPUBLIC, MISSOURI

DRURY PROPERTIES, INC.

By: _____
Matthew Russell, Mayor

By: _____
Mitchell Drury, Vice-President

ATTEST:

Laura Burbridge, City Clerk

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

APPROVED AS TO FORM:

By: _____
Stacey Reese, District Engineer

Megan McCullough, City Attorney

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On __ April 2024, before me personally appeared Matthew Russell, to me personally known, who, being by me duly sworn, did say that he is the Mayor of The City of Republic, Missouri, and that the foregoing instrument was signed on behalf of The City of Republic, Missouri, by authority of its City Councils; and Matthew Russell acknowledged said instrument to be the free act and deed of The City of Republic, Missouri,.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires:

Notary Public

Printed Name

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On __ April 2024, before me personally appeared Mitchell Drury, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Drury Properties, Inc., and that the foregoing instrument was signed on behalf of Drury Properties, Inc., by authority of its shareholders and directors; and Mitchell Drury acknowledged said instrument to be the free act and deed of Drury Propertied, Inc.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires:

Notary Public

Printed Name

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On __ April 2024, before me personally appeared Stacey Reese, to me personally known, who, being by me duly sworn, did say that she is the Missouri Highways and Transportation Commission, and that the foregoing instrument was signed on behalf of Missouri Highways and Transportation Commission, by authority of the State of Missouri; and Stacey Reese acknowledged said instrument to be the free act and deed of Missouri Highways and Transportation Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires:

Notary Public

Printed Name

EXHIBIT A

DRURY PROPERTY I

[LEGAL DESCRIPTION TO BE PROVIDED]

DRURY PROPERTY II

[LEGAL DESCRIPTION TO BE PROVIDED]



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-17 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Missouri Highways and Transportation Commission and Drury Properties Inc. for Right of Way Access and Other Related Obligations as part of the New Republic Intermediate School Project.

Submitted By: Karen Haynes, Planning Manager – Community Development

Date: April 2, 2024

Issue Statement

Agreement to secure ROW and access for a Public Street to serve the new Republic Middle School.

Discussion and/or Analysis

This agreement formalizes the conditions for which access and improvements will be made for access to the Republic Middle School at FR 107 and US Highway 60. The property owner who is providing ROW in exchange for like square footage from the school will have access changes as per MODOT standards and this agreement formalizes the conditions for all parties.

This is one of two IGA's executed for improvements and access along Highway 60. The access point identified as a future signalized intersection as part of the 2027 6 lane expansion of Highway 60 will have all the necessary right-of-way (ROW) for a fully expanded intersection. The ROW will be dedicated to the city for public street access and the city will provide ROW to MODOT as needed for the improvements for 2027.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND DRURY PROPERTIES INC. FOR RIGHT OF WAY ACCESS AND OTHER RELATED OBLIGATIONS AS PART OF THE NEW REPUBLIC INTERMEDIATE SCHOOL PROJECT

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

WHEREAS, Drury Properties, Inc. (“Drury”) currently owns approximately 2.12 acres of improved real property located near the intersection of existing Farm Road 107 and U.S. Highway 60 in Republic (the “Property”); and

WHEREAS, the Missouri Highways And Transportation Commission (“MHTC”) is currently planning for expansion of U.S. Highway 60 to six lanes near the location of the future Republic Intermediate School Property; and

WHEREAS, among the improvements needed is the realignment of existing Farm Road 107 and the construction of a new intersection at the realigned Farm Road 107 and U.S. Highway 60, which will require right-of-way access to a portion of the Property; and

WHEREAS, among the improvements needed is the realignment of existing Farm Road 107 and the construction of a new intersection at the realigned Farm Road 107 and U.S. Highway 60, which will require right-of-way access to a portion of the Property; and

WHEREAS, the School District has agreed to convey its interest in approximately 0.86 acres of its land to Drury in exchange for Drury’s agreement to grant the City right-of-way access to the affected portion of the Property; and

WHEREAS, the City will then provide the necessary right-of-way to the Missouri Department of Transportation as needed for the improvements in or around 2027; and

WHEREAS, the City wishes to enter into an Intergovernmental Agreement (IGA) with Drury, the School District, and MHTC in order to set forth the terms and conditions under which the parties will grant the necessary access, complete the applicable construction and improvements and subsequently dedicate the agreed upon right-of-way and public street infrastructure; and

WHEREAS, the Council finds it in the best interest of the City to approve of the IGA with Drury, the School District and MHTC, as it will help to advance the priority of ensuring safe, adequate access to and from the new intermediate school at the impacted location.

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

Section 1: The Mayor, on behalf of the City, is authorized to enter into an Intergovernmental Agreement with Republic R-III School District, Drury Properties, Inc., and the Missouri Highways and Transportation Commission setting forth the terms and conditions under which the parties will grant the necessary access, complete the applicable construction and

improvements and subsequently dedicate the agreed upon right-of-way and public street infrastructure, to be in substantially the same form as that attached to this Ordinance as "Attachment 1."

Section 2: The Mayor and/or the City Administrator, 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:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

Missouri Department of Transportation

3025 East Kearney Street
P.O. Box 868
Springfield, Missouri 65801
417.895.7600
Fax: 417.895.7637
1.888.ASK MODOT (275.6636)

TO: CITY OF REPUBLIC
REPUBLIC SCHOOL DISTRICT
DRURY PROPERTIES, INC

FROM: Stacy Reese
District Engineer

DATE: March 18, 2024

SUBJECT: Missouri Highways and Transportation Commission
US 60 at FR 107, near Station 273+10
Greene County
Memorandum of Understanding

US 60 is owned and maintained by the Missouri Highways and Transportation Commission (MHTC) as a limited access highway. In cooperation with the City of Republic (City), the Republic School District (School District), and Drury Properties (Drury), a break in access will be needed for a new alignment of FR 107 on US 60 near Station 273+10.

Drury owns the property on the north side of US 60 at Station 273+10. The School District is working to build an interim right-in, right-out access road near Station 273+10 to facilitate the construction of a new school building which is located north of the Drury property. The location of the intersection on US 60 is also amiable to MHTC as the location is in agreeance to a future MHTC project, J8S3159, for relocating the intersection of FR 107 south of US 60. The future FR 107, both north and south of US 60, will be a publicly accessible roadway after the public improvements have been built; the new public right of way will be deeded to the respective agencies once the final plats are filed per agency processes. For the interim right-in, right-out access road to be built, the current right of access entry to the Drury property will need to be "shifted & widened" to allow for the new right-in, right-out access. A permit from MHTC will be needed by Drury and the School District. Future access to the Drury property will then need to be provided from the new FR 107 north of US 60, to be located not more than 300' from the existing centerline of US 60 and outside of what will be MHTC right of way, and secondary access will be provided by the City from a future backage road that will be a local public street and that generally parallel's the US 60 alignment on the north side of the Drury property.

Agreements will be executed between MHTC and Drury with the understanding of the following statements:

1. MHTC, the City, and the School District, understand that the City and the School District does not "own" the real estate adjacent to the break in limited access location currently. The City and School District does not have title to the real estate. It is a dedicated public right-of-way per proposed plats that will be recorded once public improvements are completed and final plats are filed.



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org

2. MHTC, the City, the School District, and Drury understands that the initial construction of FR 107 north of US 60 will be performed by a private contractor and paid for by the School District. The School District will be responsible for the design, construction, and all costs associated with the project, which will include access to the property owned by Drury at 5905 W US Highway 60 from the new FR 107 (such access to be allowed at 300 feet from the centerline of US Highway 60 but not closer than 300 feet (as the centerline exists as of date of this memorandum)). The roadways will be constructed to State or City specifications, where applicable, and upon completion the roadway will be accepted by the City northwesterly of US 60, provided the roadway meets City standards and specifications and as per City policies and procedures. This design will need to be approved by MHTC and City prior to construction and a permit will be needed before construction can commence.
3. MHTC, the City, the School District, and Drury understands that upon completion and acceptance of FR 107 north of US 60 by the City northwesterly of US 60, the City will be responsible for the continued operation and maintenance of the road improvements on the public rights of way adjoining the state right of way.
4. MHTC, the City, the School District and Drury understands that the property owned by Drury at 5745 W US Highway 60 will be provided a shared access to Highway 60 at one property line with adjacent property either east or west, such access will be permitted by MHTC and may require a Traffic Study dependent on the use and development of the property. The understandings of the parties reflected in this paragraph, may at the option of Drury, be recorded in the land records of Greene County so as to attach to the property owned by Drury at 5745 W US Highway 60.
5. The City and the School District understand that the residential access to Highway 60 serving 5849 US Highway 60 must be closed for the planned improvements and access to the school development. The City and School District agree to provide an alternate access to the property with the planned improvements via the local public street backage road and to endeavor to remove the direct access to Highway 60. The City and School District agree to participate with MHTC should the securement of said access become a legal proceeding. MHTC agrees to allow the permitting of planned improvements for the School Access provided that they meet the minimum MHTC requirements and standard specifications. Access may be permitted for construction but not utilized until such a time that the private driveway access is removed.

This memorandum of understanding is needed to ensure that all parties involved with the break in limited access are in concurrence with the project and subsequent transfer of ownership. MHTC is prepared to issue a permit for the new access construction project after the agreement has been fully executed by the City, the School District, and Drury, and MHTC has approved the improvement plans.

Signatures below confirm and acknowledge agreement with the memorandum of understanding.

Confirmed and Acknowledged By:

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

Printed: _____

Title: _____

Date: _____

CITY OF REPUBLIC

Printed: _____

Title: _____

Date: _____

REPUBLIC SCHOOL DISTRICT

Printed: _____

Title: _____

Date: _____

DRURY PROPERTIES, INC.

Printed: _____

Title: _____

Date: _____

Exhibit A

Project Location and Property Owners





AGENDA ITEM ANALYSIS

Project/Issue Name: 24-18 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Republic R-III School District and Springfield Evergreen Holdings, LLC for Installation and Maintenance of Sewer Infrastructure to Service the New Republic Intermediate School Project.

Submitted By: Karen Haynes, Planning Manager – Community Development

Date: April 2, 2024

Issue Statement

Agreement to own and maintain off-site infrastructure.

Discussion and/or Analysis

This agreement formalizes the conditions for which sewer infrastructure will be constructed and dedicated to the City. Two off-site easements were required for the installation of sewer main to service the new middle school property. Each of the 2 Ordinances authorizing the execution of an IGA with the school district serves to formalize that the school district will construct the improvements in the easements that they secured. Once they are accepted for service, the city will own and maintain the sewer infrastructure in the easements. This infrastructure serves the school and will also provide an additional point of sewer service to surrounding properties. There are two separate agreements for the same sewer main with the difference being the easement is located on 2 separate parcels owned by two different property owners.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE REPUBLIC R-III SCHOOL DISTRICT AND SPRINGFIELD EVERGREEN HOLDINGS, LLC FOR INSTALLATION AND MAINTENANCE OF SEWER INFRASTRUCTURE TO SERVICE THE NEW REPUBLIC INTERMEDIATE SCHOOL PROJECT

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

WHEREAS, Springfield Evergreen Holdings, LLC (“Evergreen”) currently owns real property located near 6139 West US Highway 60 in Republic, Missouri (the “Property”); and

WHEREAS, the Republic School District (“School District”) is currently planning for construction of a new Intermediate School building on certain real property it owns immediately adjacent to the Property (the “Project”); and

WHEREAS, as part of the Project, sewer main for connection to the future Intermediate School needs to be installed through the Property; and

WHEREAS, the City seeks to enter into an intergovernmental cooperative agreement (“IGA”) with the School District and Evergreen to set forth the terms and conditions pursuant to which the parties will perform installation, maintenance, and the granting of easements for the water main infrastructure; and

WHEREAS, the Council finds it in the best interest of the City to approve of the IGA with the School District and Evergreen, as it will help to ensure the safe, correct and efficient installation and maintenance of water main infrastructure needed for the Project.

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

- Section 1:** The Mayor, on behalf of the City, is authorized to enter into an Intergovernmental Agreement with Republic R-III Schools and Springfield Evergreen Holdings, LLC setting forth the terms and conditions under which the parties will grant an easement and identify responsibility of installation and maintenance of water main infrastructure, to be in substantially the same form as that attached to this Ordinance as “Attachment 1.”
- Section 2:** The Mayor and/or City Administrator, 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:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2024, by and between the City of Republic Missouri (“City”), the Green County Reorganized School District No. 3, also known as the Republic R-III School District (“District”), and Springfield Evergreen Holdings, LLC (“Owner”). City, District, and Owner are sometimes referred to herein individually as the “Party” or collectively as the “Parties.”

WITNESSETH:

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

WHEREAS, District is a public school district and political subdivision of the State of Missouri, and

WHEREAS, Owner is a limited liability company incorporated in the State of Missouri, and

WHEREAS, Owner is currently the owner of real property in the City of Republic located at 6139 W. Hwy. 60, legally described in the attached “Exhibit A”, which is incorporated by this reference into this Agreement, (“Property”), and

WHEREAS, District is currently the owner of real property in the City of Republic located at 6139 W. Highway 60, legally described in the attached “Exhibit B”, which is incorporated by this reference into this Agreement, (“Property”), and

WHEREAS, District and City are in the process of developing improvements to the District Property and other surrounding infrastructure that will benefit the public, and

WHEREAS, District and City have recognized the opportunity to partner on the construction of a sanitary sewer line connecting to City’s main sanitary sewer line, benefiting the District property and the City’s overall sanitary sewer system, pursuant to § 70.220, RSMo., and

WHEREAS, in order for District to fully develop the District Property, a sanitary sewer line needs to be constructed on the Property, and

WHEREAS, the purpose of this Agreement is to memorialize the Parties’ agreed upon respective responsibilities for improvements on or to the Property benefiting the District Property and City’s sanitary sewer system.

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

1. Ability to Contract: Owner represents and warrants that it has the ability to enter into this Agreement, and holds all ownership interest in the Property required to execute this Agreement and to fulfill all terms contained herein. City represents and warrants that it has the ability to enter into this Agreement and fulfill all terms contained herein. District represents

and warrants that it has the ability to enter into this Agreement and fulfill all terms contained herein.

2. Work Under This Agreement: In exchange for Owner's promises herein, City and District agree that each shall provide for, arrange, construct, complete, plan, or coordinate the respective improvements described in this Agreement of which each is respectively responsible ("Improvements").
 - a. Sanitary Sewer Improvements: District shall plan, construct, and complete a sanitary sewer line on the Property as depicted in the attached "Exhibit C", which is incorporated by this reference into this Agreement, ("Sanitary Sewer Improvements"). The Sanitary Sewer Improvements shall be connected on the south end to the City's main sanitary sewer line. Upon completion of construction, inspection by City, and approval by City, City shall assume ownership of the Sanitary Sewer Improvements and all appurtenances thereto. Construction of the Sanitary Sewer Improvements, connection to the City's main sanitary sewer line, and transfer of ownership to City shall be completed no later than [date] ("Construction Period"). Nothing contained herein shall be construed to restrict District's right to construct the Sanitary Sewer Improvements at any time prior to the expiration of the Construction Period or to continue constructing the Sanitary Sewer Improvements after the Construction Period, so long as District is making substantial and continuing progress toward completion of the Sanitary Sewer Improvements. Further, the Construction Period shall be extended as necessary to accommodate delayed progress of the Sanitary Sewer Improvements due to changes in work, any act or omissions of Owner or its employees, agents, or representatives that are contrary to this Agreement or any other cause that is not reasonably foreseen or beyond the control of District, its subcontractors, or suppliers including, but not limited to acts of God, acts of a government authority, natural or manmade disaster, delay in the transportation or shortages of materials or equipment, abnormal weather conditions or labor disputes.
 - b. Fencing Improvements: District shall plan, construct, and complete the fencing removal or erection depicted in the attached "Exhibit D", which is incorporated by this reference into this Agreement, ("Fencing"). District shall be responsible for the proper disposal of all fence materials associated with the removal of the fencing along the southern boundary of the Property. The Fencing will be completed in conjunction with the Sanitary Sewer Improvements and within the Construction Period. Nothing contained herein shall be construed to restrict District's right to construct the Fencing at any time prior to the expiration of the Construction Period or to continue constructing the Fencing after the Construction Period, so long as District is making substantial and continuing progress toward completion of the Fencing. Further, the Construction Period shall be extended as necessary to accommodate delayed progress of the Fencing due to changes in work, any act or omissions of Owner or its employees, agents, or representatives that are contrary to this Agreement or any other cause that is not reasonably foreseen or beyond the control of District, its subcontractors, or suppliers including, but not limited to acts of God, acts of a government authority,

natural or manmade disaster, delay in the transportation or shortages of materials or equipment, abnormal weather conditions or labor disputes.

- c. Work Performed: Subject to any commitments made or other obligations agreed to by District, District will be the sole judge of the work required to fully and properly complete the Sanitary Sewer Improvements and Fencing, and meet any other obligations of District under this Agreement, including but not limited to, the work to be performed, the contractors or subcontractors hired to do the work to be performed, the engineer(s) selected, the construction methods used, equipment, materials and supplies to be used, the location and quality of the work.
3. Costs of the Improvements:
 - a. District shall be solely responsible for all costs of the plans and/or drawings for the Sanitary Sewer Improvements and Fencing, as well as all costs of construction of the same.
4. Tax Consequences: No warranty or representation of any kind as to the tax consequences, potential or actual, if any, is made by the Parties under this Agreement or in connection with this Agreement.
5. Ownership in Improvements: District will have and gain ownership rights in the Sanitary Sewer Improvements located on the Property until such time as ownership of the Sanitary Sewer Improvements is assumed by City, and construction of the Fencing is completed, respectively. Upon completion of the Fencing, Owner will have and gain ownership rights in the Fencing and assume full responsibility for the same. Other than the Fencing as described herein, Owner will neither have nor gain any ownership or other interest in Improvements by way of or under this Agreement.
6. Easements: Owner agrees to execute the easement shown in the attached "Exhibit E", which is incorporated by this reference into this Agreement, in favor of City. Owner further agrees that during such time as District is constructing the Sanitary Sewer Improvements, District is considered an assignee of City pursuant to the easement shown in Exhibit E. Owner further agrees to execute any easements and/or rights-of-way reasonably required by City and District, in order to perform the work contemplated by this Agreement on the Property, including any temporary construction easements required for the Fencing. Prior to construction, Owner shall provide any such easements to City and District.
7. Conflict of Interest: No salaried officer or employee of the City or District, no member of the City Council, and no member of District's Board of Education, shall have a financial interest, direct or indirect, in this Agreement.
8. Entire Agreement: This Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements unless excluded herein. This Agreement may not be modified or amended other than in writing signed by the Parties.

9. Default and Termination: If, through any cause, any Party shall default on its obligations under this Agreement by (1) failing to timely fulfill its duties defined herein, (2) violating any of the covenants, agreements, or stipulations herein, or (3) becoming insolvent, any other Party shall deliver written notice of the default to the defaulting Party. If the defaulting Party fails to cure the default within thirty (30) days of receiving notice from one of the other Parties (or such longer period of time as is reasonably necessary to effect a cure, provided the defaulting Party initiates efforts to cure the default as soon as practicably possible and continues pursuit of the same to completion), then any of the non-defaulting Parties shall have the right to terminate this Agreement by giving at least five (5) business days prior written notice of such termination, specifying the effective date thereof. If a non-defaulting Party elects to terminate under this provision, the defaulting Party shall be responsible to the non-defaulting Parties for all of the non-defaulting Parties' actual costs in the Sanitary Sewer Improvements and Fencing, up to and including the date of termination.
10. Jurisdiction and Venue: This Agreement shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri.
11. Dispute: In the event of any dispute arising out of or relating to this Agreement, the Parties agree to meet and confer in good faith in an effort to resolve the dispute prior to commencing any litigation. The Parties may also agree to, but are not required to, mutually participate in mediation. In the event of any litigation and/or dispute resolution arising out of or related to this Agreement, each Party will be responsible for its own costs.
12. Liability: Owner acknowledges and agrees that the type of work to be performed under this Agreement may cause temporary damage to the Property. District and City agree to restore or repair any such damage to the Property caused by District or City, their respective workers, subcontractors, or representatives in the course of completing the Sanitary Sewer Improvements and Fencing. For purposes of this section, the final Sanitary Sewer Improvements and Fencing constructed in accordance with this Agreement shall not be considered "damages" to the Property. Each party shall have and maintain during the term of this Agreement sufficient property, liability, property damage, and other types of insurance to protect against any damages that may be incurred during the course of construction of the Sanitary Sewer Improvements and Fencing.
13. Independent Contractor: The Parties to this Agreement are entirely separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties.
14. Execution: The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act ("ESIGN"). The Parties hereto agree to conduct

transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.

15. Survival: This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns as provided in this Agreement. The Parties acknowledge and agree that the rights and benefits afforded to Owner under this Agreement shall run with the Property and shall be enforceable by and for the benefit of any and all successor owners of the Property without further consideration to or consent by the City and District. The Parties acknowledge and agree that at the request of any party, a memorandum of this Agreement shall be duly executed by the Parties and recorded in the real estate records of Greene County, Missouri; provided, however, this Agreement shall be binding and enforceable as between the City, District, and any current or future owner of the Property without recording thereof.
16. Headings: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
17. Whereas Clauses: The “whereas” clauses stated above are incorporated by reference as though fully set forth herein, and shall be considered material terms of this Agreement.
18. Assignment: This Agreement may not be assigned by any party without the prior written consent of all Parties.
19. Public Entity and Officer Immunity and Defenses: In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of any rights or defenses with regard to applicable sovereign, governmental, official, or any individual immunities and any other protections or defenses as provided by federal and state constitutions, statutes, and laws. The procurement and maintenance of insurance shall not be construed as waiving any such defense otherwise available.
20. Severability Clause: A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.
21. Contingent Upon Funds and Approval: This Agreement is expressly contingent and conditioned upon (1) the allocation of sufficient funds for City to use toward its obligations under this Agreement, and (2) the approval of the City Council for the City of Republic, Missouri, by duly executed Ordinance. The City agrees to obtain approval(s) of its City Council for the allocation of estimated funds as well as any other contingencies necessary to fulfill its obligations under this Agreement prior to or concurrent with execution of the Amendment. Owner acknowledges and agrees it has no standing or right of action against City in the event City is unable to perform its obligations under this Agreement as a result of insufficient funds or disapproval by its City Council.

- 22. Supplemental Agreements/Additional Action: The Parties agree to cooperate fully, to execute any supplemental agreements, and to take other additional actions reasonably necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- 23. Waiver: The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.
- 24. Contract Documents: The Agreement shall consist of the following:
 - a. This Development Agreement, fully executed;
 - b. Exhibit A – Owner Property description;
 - c. Exhibit B – District Property description;
 - d. Exhibit C – Depiction of Sanitary Sewer Improvements;
 - e. Exhibit D – Depiction of Fencing;
 - f. Exhibit E – Sanitary Sewer Easement; and
 - g. Any other properly executed amendments or addendums hereto.
- 25. Notices: Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or when notice is received after being deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

To City:

City of Republic, Missouri
 Attn: City Administrator
 213 North Main Street
 Republic, Missouri 65738
 DCameron@RepublicMO.com

To District:

Republic R-III School District
 Attn: Dr. Matt Pearce
 636 North Main Street
 Republic, MO 65738
 Matt.Pearce@republicschools.org

To Owner:

Springfield Evergreen Holdings, LLC
 Attn: B. Scott Hinkle, Esq.
 3750 Osage Beach Parkway
 P.O. Box 1710
 Osage Beach, MO 65065
 Shinkle@health-systems-inc.com

*****Signatures appear on next page*****

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

REPUBLIC R-III SCHOOL DISTRICT

CITY OF REPUBLIC

(Signature)

David Cameron, City Administrator

(Printed Name)

(Date)

(Title)

Attest: Laura Burbridge, City Clerk

(Date)

(Date)

Approved as to Form:

Megan McCullough, City Attorney

(Date)

SPRINGFIELD EVERGREEN HOLDINGS, LLC

(Signature)

(Printed Name)

(Title)

(Date)

Exhibit A

All that part of Southwest Quarter of the Southeast Quarter of Section 2, Township 28 North, Range 23 West of the Fifth Principal Meridian, City of Republic, Greene County, Missouri, as described in Book 1548, Page 1495 of the Greene County Recorder's Office and being more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 2, Township 28 North, Range 23 West of the Fifth Principal Meridian, City of Republic, Greene County, Missouri; thence, along the North line of said Quarter-Quarter section, South 88°47'05" East, 1332.52 feet to the Northeast corner of said Quarter-Quarter section; thence, along the East line of said Quarter-Quarter section, South 01°46'00" West, 267.61 feet to the POINT OF BEGINNING; thence continuing along said East line South 01°46'00" West, 560.66 feet to the Northerly right-of-way line of U.S. Highway 60; thence along said Northerly right-of-way line the following three (3) courses: South 57°32'30" West, 15.90 feet; thence South 10°44'25" West, 4.67 feet; thence South 57°30'47" West, 388.10 feet; thence leaving said Northerly line, North 32°26'35" West, 467.38 feet; thence North 57°33'25" East, 722.42 feet to the POINT OF BEGINNING.

Exhibit B

All of the North One-Half (N½) of the Southeast Quarter (SE¼) in Section 2, Township 28 North, Range 23 West, in the City of Republic, Greene County, Missouri.

EXCEPT for that part deeded in Book 2008 at Page 21115-08, more particularly described as follows: Commencing at the Northeast corner of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 2, Township 28 North, Range 23 West; thence S89°50'11"W, with the North line of said SE¼ of the SE¼, 100.53 feet (99 feet deed) to the Northerly right-of-way line of US Highway 60 for a true Point of Beginning; thence S56°14'00"W, with said right-of-way line, 200.00 feet; thence N33°46'00"W, 132.90 feet (130 feet deed) to said North line of the SE¼ of the SE¼; thence N89°50'11"E, with said North line, 44.97 feet to an existing North/South fence; thence N01°31'09"E, with said North/South fence, 58.83 feet to an existing East/West fence; thence N86°49'13"E, with said East/West fence, 70.42 feet to an existing North/South fence; thence N04°12'43"E, with said North/South fence, 287.36 feet to an existing East/West fence; thence N83°51'23"E, with said East/West fence and its extension, 207.14 feet to the East line of said SE¼; thence S00°30'02"W, with said East line, 304.64 feet to said Northerly right-of-way line of US Highway 60; thence S57°45'32"W, with said right-of-way line, 41.33 feet; thence S56°14'00"W, with said right-of-way line, 79.58 feet to the true Point of Beginning.

Containing 79.405 acres, more or less, and subject to any rights-of-way, easements, and restrictions of record.

Exhibit C

See attached document.

Exhibit D

See attached document.

Exhibit E

SANITARY SEWER EASEMENT

THIS INDENTURE, made on the _____ day of _____, 2024, by and between Springfield Evergreen Holdings, LLC, a limited liability corporation chartered in the State of Missouri, hereinafter called “Grantor”, and the City of Republic, Missouri, a municipal corporation in the County of Greene, State of Missouri, whose mailing address is 213 N. Main Street, Republic, Missouri, 65738, hereinafter called “Grantee”.

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, paid by Grantee, the receipt of which is hereby acknowledged, do by these presents grant, bargain and convey to Grantee, its successors and assigns, the following described easement, with the right, privilege and authority to Grantee, its successors and assigns, to locate, construct, maintain, repair, reconstruct, replace, operate, extend, patrol, and/or remove its present or future sanitary sewer lines, manholes, sewerage pump stations, and appurtenances thereof, on, through, under and across the following described lands in the County of Greene, State of Missouri, to-wit:

See attached legal description.

The Grantee covenants to maintain the easement in good repair so that no permanent damage will result from its use to the adjacent land of the Grantor or Grantor's successors and assigns. Grantor covenants to and with Grantee that subject to existing easements, if any, Grantor is lawfully seized and possessed of said lands, and have a good and lawful right and power to sell and convey said easement. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the grantee, its successors and assigns. Reserving however to the owner of the fee underlying this easement herein granted the continued use of the surface of said real property, subject to the condition that the erecting of building, walls, fences, and other structures, the planting or growing of trees or shrubs, the changing of surface grade, or the installation of privately-owned pipelines shall be prohibited unless written permission is first obtained from the Grantee.

A Perpetual 15.0' Sanitary Sewer Easement being a part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section 2, Township 28 North, Range 23 West, in Tract 1 of Handi-Rak Minor Sub, recorded in Plat Book AAA at Page 269, in the City of Republic, Greene County, Missouri, being a part of the tract of land recorded in the Greene County Recorder's Office in Book 2015 at Page 024934-15, more particularly described as follows:

COMMENCING at the Northeast corner of said SW¼ of the SE¼, said point also being the Northeast corner of Tract 2 of said Minor Sub; thence S01°45'00"W, along the East line of said Tract 2, a distance of 267.61 feet to the Northeast corner of said Tract 1 for a POINT OF BEGINNING; thence continuing S01°45'00"W, along the East line of said Tract 1, a distance of 18.14 feet; thence S57°32'25"W, a distance of 18.14 feet; thence S01°45'00"W, a distance of 529.70 feet; thence N88°15'12"W, a distance of 15.00 feet; thence N01°45'00"E, a distance of 537.64 feet to a point on the North line of said Tract 1; thence N57°32'25"E, along said North line, a distance of 36.28 feet to the POINT OF BEGINNING.

Containing 8,413 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-19 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Republic R-III School District and Great Escape Beer Works LLC for Installation and Maintenance of Sewer Infrastructure to Service the New Republic Intermediate School Project.

Submitted By: Karen Haynes, Planning Manager – Community Development

Date: April 2, 2024

Issue Statement

Agreement to own and maintain off-site infrastructure.

Discussion and/or Analysis

This agreement formalizes the conditions for which sewer infrastructure will be constructed and dedicated to the City. Two off-site easements were required for the installation of sewer main to service the new middle school property. Each of the 2 Ordinances authorizing the execution of an IGA with the school district serve to formalize that the school district will construct the improvements in the easements that they secured and that once they are accepted for service, the city will own and maintain the sewer infrastructure in the easements. This infrastructure serves the school and will also provide an additional point of sewer service to surrounding properties. There are two separate agreements for the same sewer main with the difference being the easement is located on 2 separate parcels owned by two different property owners.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE REPUBLIC R-III SCHOOL DISTRICT AND GREAT ESCAPE BEER WORKS LLC FOR INSTALLATION AND MAINTENANCE OF SEWER INFRASTRUCTURE TO SERVICE THE NEW REPUBLIC INTERMEDIATE SCHOOL PROJECT

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

WHEREAS, Great Escape Beer Works LLC (“Great Escape”) currently owns real property located at 6021 West US Highway 60 in Republic, Missouri (the “Property”); and

WHEREAS, the Republic School District (“School District”) is currently planning for construction of a new Intermediate School building on certain real property it owns immediately adjacent to the Property (the “Project”); and

WHEREAS, as part of the Project, sewer main for connection to the future Intermediate School needs to be installed through the Property; and

WHEREAS, the City seeks to enter into an intergovernmental cooperative agreement (“IGA”) with the School District and Great Escape to set forth the terms and conditions pursuant to which the parties will perform installation, maintenance, and the granting of easements for the water main infrastructure; and

WHEREAS, the Council finds it in the best interest of the City to approve of the IGA with the School District and Great Escape, as it will help to ensure the safe, correct and efficient installation and maintenance of water main infrastructure needed for the Project.

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

- Section 1:** The Mayor, on behalf of the City, is authorized to enter into an Intergovernmental Agreement with Republic R-III Schools and Great Escape Beer Works LLC, setting forth the terms and conditions under which the parties will grant an easement and identify responsibility of installation and maintenance of water main infrastructure, to be in substantially the same form as that attached to this Ordinance as “Attachment 1.”
- Section 2:** The Mayor and/or City Administrator, 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: _____ Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2024, by and between the City of Republic Missouri (“City”), the Green County Reorganized School District No. 3, also known as the Republic R-III School District (“District”), and Great Escape Beer Works LLC (“Owner”). City, District, and Owner are sometimes referred to herein individually as the “Party” or collectively as the “Parties.”

WITNESSETH:

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

WHEREAS, District is a public school district and political subdivision of the State of Missouri, and

WHEREAS, Owner is a limited liability company incorporated in the State of Missouri, and

WHEREAS, Owner is currently the owner of real property in the City of Republic located at 6021 W. Hwy. 60, legally described in the attached “Exhibit A”, which is incorporated by this reference into this Agreement, (“Property”), and

WHEREAS, District is currently the owner of real property in the City of Republic located at 6139 W. Hwy. 60, legally described in the attached “Exhibit B”, which is incorporated by this reference into this Agreement, (“Property”), and

WHEREAS, District and City are in the process of developing improvements to the District Property and other surrounding infrastructure that will benefit the public, and

WHEREAS, District and City have recognized the opportunity to partner on the construction of a sanitary sewer line connecting to City’s main sanitary sewer line, benefiting the District property and the City’s overall sanitary sewer system, pursuant to § 70.220, RSMo., and

WHEREAS, in order for District to fully develop the District Property, a sanitary sewer line needs to be constructed on the Property, and

WHEREAS, the purpose of this Agreement is to memorialize the Parties’ agreed upon respective responsibilities for improvements on or to the Property benefiting the District Property and City’s sanitary sewer system.

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

1. Ability to Contract: Owner represents and warrants that it has the ability to enter into this Agreement, and holds all ownership interest in the Property required to execute this Agreement and to fulfill all terms contained herein. City represents and warrants that it has the ability to enter into this Agreement and fulfill all terms contained herein. District represents

and warrants that it has the ability to enter into this Agreement and fulfill all terms contained herein.

2. Work Under This Agreement: In exchange for Owner's promises herein, City and District agree that each shall provide for, arrange, construct, complete, plan, or coordinate the respective improvements described in this Agreement of which each is respectively responsible ("Improvements").
 - a. Sanitary Sewer Improvements: District shall plan, construct, and complete a sanitary sewer line on the Property as depicted in the attached "Exhibit C", which is incorporated by this reference into this Agreement, ("Sanitary Sewer Improvements"). The Sanitary Sewer Improvements shall be connected on the south end to the City's main sanitary sewer line. Upon completion of construction, inspection by City, and approval by City, City shall assume ownership of the Sanitary Sewer Improvements and all appurtenances thereto. Construction of the Sanitary Sewer Improvements, connection to the City's main sanitary sewer line, and transfer of ownership to City shall be completed no later than August 2025 ("Construction Period"). Nothing contained herein shall be construed to restrict District's right to construct the Sanitary Sewer Improvements at any time prior to the expiration of the Construction Period or to continue constructing the Sanitary Sewer Improvements after the Construction Period, so long as District is making substantial and continuing progress toward completion of the Sanitary Sewer Improvements. Further, the Construction Period shall be extended as necessary to accommodate delayed progress of the Sanitary Sewer Improvements due to changes in work, any act or omissions of Owner or its employees, agents, or representatives that are contrary to this Agreement or any other cause that is not reasonably foreseen or beyond the control of District, its subcontractors, or suppliers including, but not limited to acts of God, acts of a government authority, natural or manmade disaster, delay in the transportation or shortages of materials or equipment, abnormal weather conditions or labor disputes.
 - b. Work Performed: Subject to any commitments made or other obligations agreed to by District, District will be the sole judge of the work required to fully and properly complete the Sanitary Sewer Improvements Fencing, and meet any other obligations of District under this Agreement, including but not limited to, the work to be performed, the contractors or subcontractors hired to do the work to be performed, the engineer(s) selected, the construction methods used, equipment, materials and supplies to be used, the location and quality of the work.
3. Costs of the Improvements:
 - a. District shall be solely responsible for all costs of the plans and/or drawings for the Sanitary Sewer Improvements, as well as all costs of construction of the same. District shall also pay to Owner, within sixty (60) days of execution of this Agreement, the sum of Twenty-Seven Thousand Fifty-Six Dollars and Zero Cents (\$27,056.00).
4. Tax Consequences: No warranty or representation of any kind as to the tax consequences, potential or actual, if any, is made by the Parties under this Agreement or in connection with this Agreement.

5. Ownership in Improvements: District will have and gain ownership rights in the Sanitary Sewer Improvements located on the Property until such time as ownership of the Sanitary Sewer Improvements is assumed by City. Owner will neither have nor gain any ownership or other interest in the Sanitary Sewer Improvements by way of or under this Agreement.
6. Easements: Owner agrees to execute the easement shown in the attached "Exhibit D", which is incorporated by this reference into this Agreement, in favor of City. Owner further agrees that during such time as District is constructing the Sanitary Sewer Improvements, District is considered an assignee of City pursuant to the easement shown in Exhibit D. Owner further agrees to execute any easements and/or rights-of-way reasonably required by City and District, in order to perform the work contemplated by this Agreement on the Property, including any temporary construction easements. Prior to construction, Owner shall provide any such easements to City and District.
7. Conflict of Interest: No salaried officer or employee of the City or District, no member of the City Council, and no member of District's Board of Education, shall have a financial interest, direct or indirect, in this Agreement.
8. Entire Agreement: This Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements unless excluded herein. This Agreement may not be modified or amended other than in writing signed by the Parties.
9. Default and Termination: If, through any cause, any Party shall default on its obligations under this Agreement by (1) failing to timely fulfill its duties defined herein, (2) violating any of the covenants, agreements, or stipulations herein, or (3) becoming insolvent, any other Party shall deliver written notice of the default to the defaulting Party. If the defaulting Party fails to cure the default within thirty (30) days of receiving notice from one of the other Parties (or such longer period of time as is reasonably necessary to effect a cure, provided the defaulting Party initiates efforts to cure the default as soon as practicably possible and continues pursuit of the same to completion), then any of the non-defaulting Parties shall have the right to terminate this Agreement by giving at least five (5) business days prior written notice of such termination, specifying the effective date thereof. If a non-defaulting Party elects to terminate under this provision, the defaulting Party shall be responsible to the non-defaulting Parties for all of the non-defaulting Parties' actual costs in the Sanitary Sewer Improvements and Fencing, up to and including the date of termination.
10. Jurisdiction and Venue: This Agreement shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri.
11. Dispute: In the event of any dispute arising out of or relating to this Agreement, the Parties agree to meet and confer in good faith in an effort to resolve the dispute prior to commencing any litigation. The Parties may also agree to, but are not required to, mutually participate in

mediation. In the event of any litigation and/or dispute resolution arising out of or related to this Agreement, each Party will be responsible for its own costs.

12. Liability: Owner acknowledges and agrees that the type of work to be performed under this Agreement may cause temporary damage to the Property. District and City agree to restore or repair any such damage to the Property caused by District or City, their respective workers, subcontractors, or representatives in the course of completing the Sanitary Sewer Improvements. For purposes of this section, the final Sanitary Sewer Improvements constructed in accordance with this Agreement shall not be considered “damages” to the Property. Each party shall have and maintain during the term of this Agreement sufficient property, liability, property damage, and other types of insurance to protect against any damages that may be incurred during the course of construction of the Sanitary Sewer Improvements.
13. Independent Contractor: The Parties to this Agreement are entirely separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties.
14. Execution: The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act (“UETA”) and the Electronic Signatures in Global and National Commerce Act (“ESIGN”). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.
15. Survival: This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns as provided in this Agreement. The Parties acknowledge and agree that the rights and benefits afforded to Owner under this Agreement shall run with the Property and shall be enforceable by and for the benefit of any and all successor owners of the Property without further consideration to or consent by the City and District. The Parties acknowledge and agree that at the request of any party, a memorandum of this Agreement shall be duly executed by the Parties and recorded in the real estate records of Greene County, Missouri; provided, however, this Agreement shall be binding and enforceable as between the City, District, and any current or future owner of the Property without recording thereof.
16. Headings: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
17. Whereas Clauses: The “whereas” clauses stated above are incorporated by reference as though fully set forth herein, and shall be considered material terms of this Agreement.

18. Assignment: This Agreement may not be assigned by any party without the prior written consent of all Parties.
19. Public Entity and Officer Immunity and Defenses: In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of any rights or defenses with regard to applicable sovereign, governmental, official, or any individual immunities and any other protections or defenses as provided by federal and state constitutions, statutes, and laws. The procurement and maintenance of insurance shall not be construed as waiving any such defense otherwise available.
20. Severability Clause: A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.
21. Contingent Upon Funds and Approval: This Agreement is expressly contingent and conditioned upon (1) the allocation of sufficient funds for City to use toward its obligations under this Agreement, and (2) the approval of the City Council for the City of Republic, Missouri, by duly executed Ordinance. The City agrees to obtain approval(s) of its City Council for the allocation of estimated funds as well as any other contingencies necessary to fulfill its obligations under this Agreement prior to or concurrent with execution of the Amendment. Owner acknowledges and agrees it has no standing or right of action against City in the event City is unable to perform its obligations under this Agreement as a result of insufficient funds or disapproval by its City Council.
22. Supplemental Agreements/Additional Action: The Parties agree to cooperate fully, to execute any supplemental agreements, and to take other additional actions reasonably necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
23. Waiver: The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.
24. Contract Documents: The Agreement shall consist of the following:
- a. This Development Agreement, fully executed;
 - b. Exhibit A – Owner Property description;
 - c. Exhibit B – District Property description;
 - d. Exhibit C – Depiction of Sanitary Sewer Improvements;
 - e. Exhibit D – Sanitary Sewer Easement; and
 - f. Any other properly executed amendments or addendums hereto.
25. Notices: Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or when notice is received after being deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

To City:

City of Republic, Missouri
Attn: City Administrator
213 North Main Street
Republic, Missouri 65738
DCameron@RepublicMO.com

To District:

Republic R-III School District
Attn: Dr. Matt Pearce
636 North Main Street
Republic, MO 65738
Matt.Pearce@republicschools.org

To Owner:

Great Escape Beer Works LLC
Attn: Jake Duensing
4022 S Lone Pine Ave
Springfield, MO 65804
jake@greatescapebeerworks.com

*****Signatures appear on next page*****

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

REPUBLIC R-III SCHOOL DISTRICT

CITY OF REPUBLIC

(Signature)

David Cameron, City Administrator

(Printed Name)

(Date)

(Title)

Attest: Laura Burbridge, City Clerk

(Date)

(Date)

Approved as to Form:

Megan McCullough, City Attorney

(Date)

GREAT ESCAPE BEER WORKS LLC

(Signature)

(Printed Name)

(Title)

(Date)

Exhibit A

All that part of the southeast quarter (SE¼) of the southeast quarter (SE¼) of Section two (2), Township Twenty-Eight (28) North, Range Twenty-Three (23) West of the fifth principal meridian, City of Republic, Greene County, Missouri, as described in book 1695, Page 1305 of the Greene County Recorder's Office and being more particularly described as follows:

Beginning at the northwest corner of the southeast quarter (SE¼) of the southeast quarter (SE¼) of Section two (2), Township Twenty-Eight (28) North, Range Twenty-Three (23) West of the fifth principal meridian, City of Republic, Greene County, Missouri; Thence along the north line of said quarter-quarter section, south 88°47'05" east, 516.37 feet; thence leaving said quarter-quarter section line, south 32°32'55" east, 397.13 feet to the northerly right-of-way of Highway 60; thence along said right-of-way line south 57°27'05" west, 319.62 feet; thence leaving said right-of-way line, north 25°37'51" west, 208.05 feet; thence south 74°20'03" west, 355.53 feet to a point on the west line of said quarter-quarter section line; thence along said west line, north 01°46'00" east, 453.21 feet to the point of beginning; Greene County, Missouri. AKA Tract I Burk Bridge Minor Subdivision in Plat Book AAA Page 436.

Exhibit B

All of the North One-Half (N½) of the Southeast Quarter (SE¼) in Section 2, Township 28 North, Range 23 West, in the City of Republic, Greene County, Missouri.

EXCEPT for that part deeded in Book 2008 at Page 21115-08, more particularly described as follows: Commencing at the Northeast corner of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 2, Township 28 North, Range 23 West; thence S89°50'11"W, with the North line of said SE¼ of the SE¼, 100.53 feet (99 feet deed) to the Northerly right-of-way line of US Highway 60 for a true Point of Beginning; thence S56°14'00"W, with said right-of-way line, 200.00 feet; thence N33°46'00"W, 132.90 feet (130 feet deed) to said North line of the SE¼ of the SE¼; thence N89°50'11"E, with said North line, 44.97 feet to an existing North/South fence; thence N01°31'09"E, with said North/South fence, 58.83 feet to an existing East/West fence; thence N86°49'13"E, with said East/West fence, 70.42 feet to an existing North/South fence; thence N04°12'43"E, with said North/South fence, 287.36 feet to an existing East/West fence; thence N83°51'23"E, with said East/West fence and its extension, 207.14 feet to the East line of said SE¼; thence S00°30'02"W, with said East line, 304.64 feet to said Northerly right-of-way line of US Highway 60; thence S57°45'32"W, with said right-of-way line, 41.33 feet; thence S56°14'00"W, with said right-of-way line, 79.58 feet to the true Point of Beginning.

Containing 79.405 acres, more or less, and subject to any rights-of-way, easements, and restrictions of record.

Exhibit C

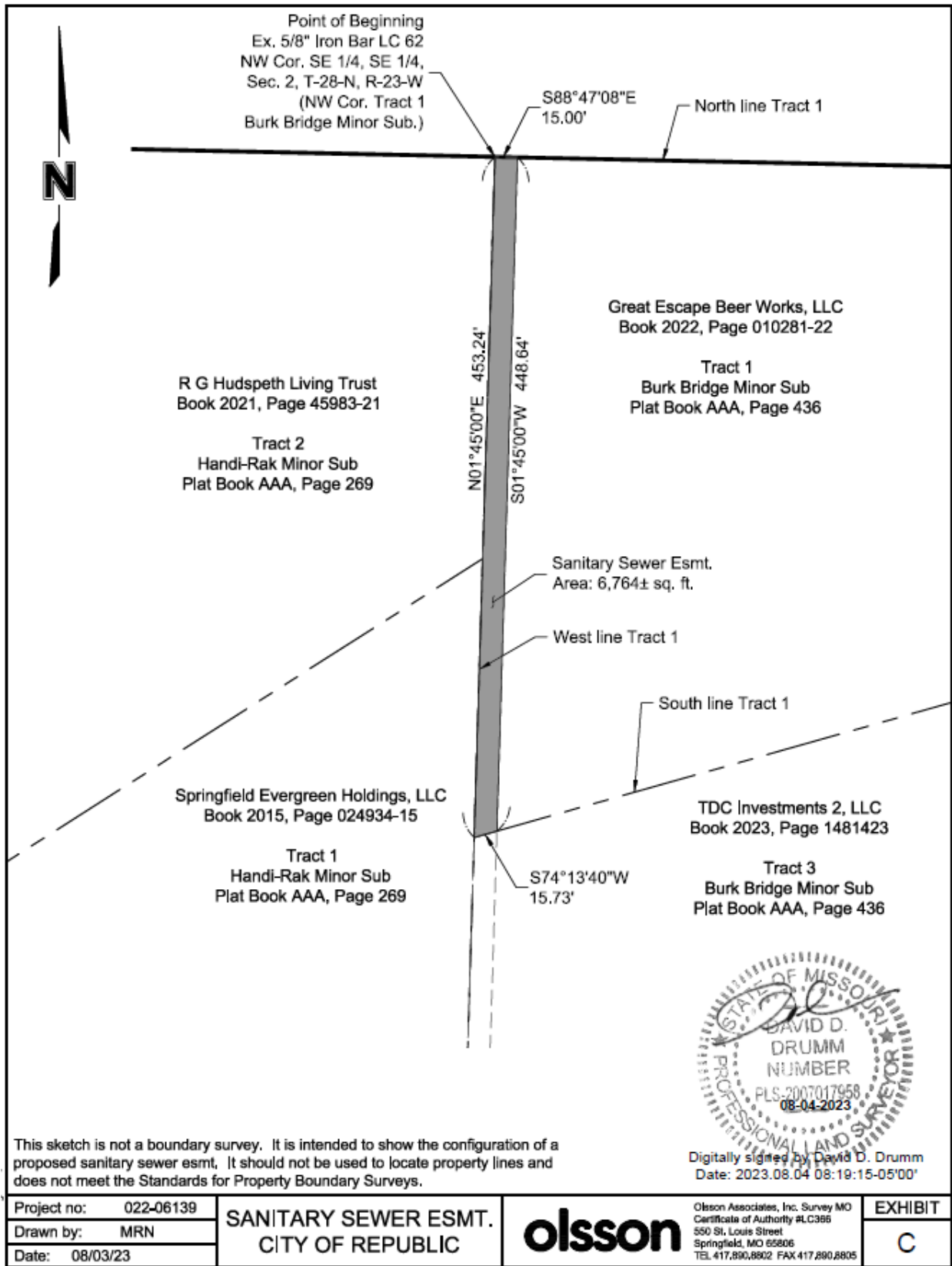


Exhibit D

SANITARY SEWER EASEMENT

THIS INDENTURE, made on the _____ day of _____, 2024, by and between Great Escape Beer Works LLC, a limited liability corporation chartered in the State of Missouri, hereinafter called “Grantor”, and the City of Republic, Missouri, a municipal corporation in the County of Greene, State of Missouri, whose mailing address is 213 N. Main Street, Republic, Missouri, 65738, hereinafter called “Grantee”.

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, paid by Grantee, the receipt of which is hereby acknowledged, do by these presents grant, bargain and convey to Grantee, its successors and assigns, the following described easement, with the right, privilege and authority to Grantee, its successors and assigns, to locate, construct, maintain, repair, reconstruct, replace, operate, extend, patrol, and/or remove its present or future sanitary sewer lines, manholes, sewerage pump stations, and appurtenances thereof, on, through, under and across the following described lands in the County of Greene, State of Missouri, to-wit:

See attached legal description.

The Grantee covenants to maintain the easement in good repair so that no permanent damage will result from its use to the adjacent land of the Grantor or Grantor's successors and assigns. Grantor covenants to and with Grantee that subject to existing easements, if any, Grantor is lawfully seized and possessed of said lands, and have a good and lawful right and power to sell and convey said easement. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the grantee, its successors and assigns. Reserving however to the owner of the fee underlying this easement herein granted the continued use of the surface of said real property, subject to the condition that the erecting of building, walls, fences, and other structures, the planting or growing of trees or shrubs, the changing of surface grade, or the installation of privately-owned pipelines shall be prohibited unless written permission is first obtained from the Grantee.

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

Printed Name and Title

Signature

STATE OF MISSOURI)
)SS
COUNTY OF _____)

On this ___ day of _____, 20___ before me personally appeared _____, to me known to be the _____ of Great Escape Beer Works LLC., and who executed the foregoing instrument, and acknowledged that he/she executed the same on behalf of Great Escape Beer Works LLC. as his/her free act and deed.

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

My term expires: _____/s/ _____
Notary Public

Print Name

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

Signature

Printed Name and Title

A 15 foot permanent sanitary sewer easement being a part of Tract 1, Burk Bridge Minor Sub, recorded in Plat Book AAA, at Page 436 and that part of the Grantor's property described in Book 2022, at Page 010281-22, Republic, Greene County, Missouri, more particularly described as follows:

BEGINNING at an existing 5/8" iron bar LC 62 at the Northwest corner of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 2, Township 28 North, Range 23 West and the Northwest corner of Tract 1 in said Minor Subdivision; thence S88°47'08"E along the North line of said tract, a distance of 15.00 feet; thence S01°45'00"W leaving said North line, a distance of 448.64 feet to the South line of said tract; thence S74°13'40"W along said South line, a distance of 15.73 feet to the West line of said tract; thence N01°45'00"E along said West line, a distance of 453.24 feet to the POINT OF BEGINNING, containing 6,764 square feet, more or less, subject to right-of-way, easements and restrictions of record.



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-20 An Ordinance of the City Council Amending Title I (“Government Code”), Chapter 120 (“City Officers And Employees”), Article 120-I (“General Provisions”), Section 120.025 (“Mayor And Council Compensation”) of the Municipal Code of the City of Republic, Missouri.

Submitted By: David Cameron, City Administrator

Date: April 2, 2024

Issue Statement

To adjust the compensation of the Mayor and City Council Members.

Discussion and/or Analysis

In 1997, a compensation schedule was established to pay the Mayor \$200.00/month and Council \$100.00/month while in office. The population at that time was 6,957. This was amended in 2008 to \$400.00/month for the Mayor and \$200.00/month for Council Members. At that time, the population was 13,811.

Currently, the population is estimated to be 20,555 and the compensation of the Mayor and City Council has not changed in 16 years. The cost of living has increased significantly, and our elected officials are serving a greater number of citizens. With the election in April, this is an opportunity to change the compensation to impact all members. Section 120.010 states “The City Council shall fix the compensation of all the officers and employees of the City by ordinance. The salary of an officer shall not be changed during the time for which he/she was elected or appointed.” This is a rare time when all seats are being elected at once and the compensation increase could be applied to all members at once rather than half the members.

Staff is recommending amending the code section to pay per meeting at the rate of \$500.00/meeting for the Mayor and \$250.00/meeting for City Council Members.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE I (“GOVERNMENT CODE”), CHAPTER 120 (“CITY OFFICERS AND EMPLOYEES”), ARTICLE 120-I (“GENERAL PROVISIONS”), SECTION 120.025 (“MAYOR AND COUNCIL COMPENSATION”) OF THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI

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

WHEREAS, on December 22, 1997, via Ordinance 97-68, the City established a pay schedule for the Board of Aldermen, now the City Council, with the Mayor receiving \$200.00 per month and Council receiving \$100.00 per month; and

WHEREAS, on April 14, 2008, via Ordinance 08-30, the City Council voted to amend the compensation rates for the Mayor and Councilmembers, with the Mayor receiving \$400.00 per month and the Councilmembers receiving \$200.00 per month; and

WHEREAS, since establishing the compensation rates in 1997 and adjusting them in 2008, the City has seen a significant population increase, having a population of 6,957 in 1997; 13,811 in 2008; to a current estimated population of 20,555 at the most recent census; and

WHEREAS, the City has additionally seen an increase in the time commitment and need for participation and engagement required of both the Mayor and City Council in discharging their duties under the City’s Charter; and

WHEREAS, upon presentation by City staff and review of all pertinent materials, the Council finds it appropriate and in the best interest of the City to adjust the compensation rates for both the Mayor and City Council Members, to not only account for increases in cost of living and the City’s population, but additionally to encourage active participation and engagement by the members of the governing body.

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

Section 1: Title I (“Government Code”) of the Municipal Code of the City of Republic, Missouri, Chapter 120 (“City Officers And Employees”), Article 120-I (“General Provisions”), Section 120.025 (“Mayor And Council Compensation”) of the Municipal Code of the City of Republic, Missouri is hereby amended to read as follows:

120.025 Mayor And Council Compensation

- A. Mayor — Compensation. The Mayor shall be paid the sum of ~~four~~ **five** hundred dollars (~~\$4500.00~~) **for each regular or special meeting he or she attends while in office, payable on a monthly basis.** ~~month during his tenure in office.~~
- B. City Council — Compensation. Each member of the City Council shall be paid the sum of two hundred **fifty** dollars (~~\$2500.00~~) **for each regular or**

special meeting the Councilmember attends while in office, payable on a monthly basis. ~~per month during his tenure in office.~~

~~C. That Ordinance 97-68 is repealed.~~

EXPLANATION: Matter shown above in **bold-face/underlined font** (except for Chapter title(s)) is added language. Matter shown above in ~~strikethrough font~~ is deleted language.

Section 2: All other Sections of the Municipal Code of the City of Republic, Missouri, not specifically referenced in this Ordinance shall remain unmodified and in full force and effect.

Section 3: The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.

Section 4: The WHEREAS clauses above are specifically incorporated herein by reference.

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

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

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

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-R-14 A Resolution of the City Council Authorizing the City Administrator to Negotiate and Enter into an Agreement with Precision Construction & Contracting, LLC for Design Build Services for the New Tennis and Pickleball Facility at Miller Park.

Submitted By: Jared Keeling, Parks & Recreation Director

Date: Tuesday, April 2, 2024

Issue Statement

A Resolution awarding a contract for design-build services for new tennis and pickleball courts.

Discussion and/or Analysis

A formal Request for Qualifications was issued for the design-build construction delivery method of new tennis and pickleball courts to be located within Miller Park (711 E. Miller Road). The project is to consist of 2-3 new tennis courts and 4-8 new pickleball courts as the budget will allow. The Parks & Recreation Department has allocated a total of \$650,000-\$750,000 for this project.

Four (4) design-build teams responded to the RFQ solicitation:

- Branco Enterprises, Inc.
- Crossland Construction Company, Inc.
- McConnell & Associates
- Precision Construction & Contracting, LLC

Parks & Recreation staff conducted interviews with each team above on March 11th and 12th. The firms were scored based upon their RFQ submittal response, the formal interview, and their proposal for the project submitted and presented at the time of the interview.

Precision Construction & Contracting, LLC submitted a proposal for two (2) tennis courts and eight (8) pickleball courts using post-tension concrete construction within the budgeted parameters.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH PRECISION CONSTRUCTION & CONTRACTING, LLC FOR DESIGN BUILD SERVICES FOR THE NEW TENNIS AND PICKLEBALL FACILITY AT MILLER PARK

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

WHEREAS, in February 2024, the City published a Request for Qualifications (RFQ) seeking qualified vendors to provide design build services for the construction of a new tennis and pickleball facility at Miller Park; and

WHEREAS, the City received a total of four (4) submissions in response to its RFQ; and

WHEREAS, after evaluating each response, City staff members ranked the submitting entities using defined scoring criteria, and determined Precision Construction & Contracting, LLC to be the most qualified to provide the services requested under the RFQ; and

WHEREAS, based upon staff recommendations, the City Council finds it in the City’s best interest to enter into an agreement with Precision Construction & Contracting, LLC for provision of the services requested under the RFQ.

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 authorized to negotiate and enter into an agreement with Precision Construction & Contracting, LLC for design build services for the construction of a new tennis and pickleball facility at Miller Park under terms consistent with the City’s Request for Qualifications attached hereto as “Attachment 1”.
- Section 2.** The City Administrator, or his designee(s), on behalf of the City, is authorized to take 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.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:

A handwritten signature in blue ink, appearing to read 'Megan McCullough', is written over a horizontal line.

Megan McCullough, City Attorney

Final Passage and Vote:



REQUEST FOR QUALIFICATIONS

Title: Professional Design-Build Services for New Tennis/Pickleball Facility

RFQ Number: RFQ 24-3

Request Date: February 12, 2024

Response Deadline: Monday, February 26, 2024 @ 2:00 PM	Contact Person: Jared Keeling Phone: 417-732-3500 Email: jkeeling@republicmo.com
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About the City

The City of Republic, Missouri, (“City”) was incorporated in 1871 and became a chartered city in 2007. The estimated population is approximately 19,136. The City’s governing body consists of one (1) elected Mayor and eight (8) elected Council members, comprised of two (2) Councilmembers from each of the four (4) Wards of the City, each elected to a four (4) year term. The City has a full-time City Administrator who reports to the Mayor and City Council and oversees daily operations.

The City has the following departments: Fire, Police, Parks and Recreation, Administration, Finance, Legal, Information Technology, Human Resources, Municipal Court and BUILDS, which includes Planning, Animal Control, Street, Utility and Wastewater. The City employs approximately 150 full-time personnel plus regular part time and temporary/seasonal personnel.

The City covers an area of approximately 13.5 square miles and has over 150 acres of park land. The City has multiple facilities located within City limits including two (2) fire stations, one (1) police department, two (2) park gymnasiums (community center), one (1) aquatic center, one (1) city hall, one (1) planning and economic development building, one (1) public works building, and various other buildings/facilities that support City services.

Background and RFQ Summary

The City of Republic Parks & Recreation Department is currently accepting statements of qualifications from professional firms to provide design-build services for the construction of a new tennis and pickleball facility within Miller Park.

It is the intent of the City of Republic Parks & Recreation Department to enter into an agreement with the Selected Entity (“Selected Entity”) for design-build services of the facility after scoring the qualification submittals and contract negotiation with the Selected Entity.

Qualification submittals must be received at Republic City Hall (213 N. Main) in a sealed envelope that is clearly marked, “**RFQ 24-3 – PROFESSIONAL DESIGN-BUILD SERVICES FOR NEW TENNIS/PICKLEBALL FACILITY**” no later than **2:00 PM CST on Monday, February 26, 2024**. Qualification Submittals will be opened and read aloud **Monday, February 26, 2024 at 2:00 PM CST at City Hall 213 N Main St. Republic, MO 65738**.

I. SCOPE OF SERVICES

- a. The Services to be Provided:** The Selected Entity will be expected to provide the following Scope of Services, as directed by the City Council and/or authorized City staff:
- i. Provide design-build services for the construction of a new tennis and pickleball facility within Miller Park (711 E. Miller Road).
 - ii. Provide expertise and knowledge in the design of this type of facility including specifications for construction based upon owner (Republic Parks & Recreation) needs, keeping in mind budget constraints.
 - iii. Provide construction administration services for the facility ensuring the highest quality product.
- b. Secondary Tasks –** Secondary tasks may include:
- i. None.
- c. Professional Services Agreement and Term:** The Selected Entity will be required to execute a Professional Services Agreement with the City for provision of the services specified under this RFQ, or alternatively, upon the City’s consent, a substantially similar written agreement setting forth the mutual understandings, rights and obligations of the Selected Entity and City collectively (“Agreement”).
- d. Minimum Professional Qualifications:**
- i. All work or services pursuant to award under this RFQ shall be performed solely by duly licensed firm or otherwise authorized individuals employed by the Selected Entity, or their authorized agents, with the City’s prior consent.
 - ii. The Selected Firm is expected to possess adequate organization, facilities, and personnel to ensure that all work or services being provided to the City under this RFQ are delivered in a prompt and efficient manner.
 - iii. The Selected Firm must have significant prior experience in design-build of tennis and pickleball facilities.

II. SUBMISSION INSTRUCTIONS AND PROCEDURES

RFQ Schedule**

Activity	Date
RFQ Distribution	Monday, February 12, 2024
RFQ Responses Due (“Response Deadline”)	Monday, February 26, 2024 @ 2:00 PM
Qualification Review Begins	Tuesday, February 27, 2024
Council Approval of Selected Firm/Agency	Tuesday, March 5, 2024

****The above schedule may be changed at the City’s sole discretion**

1. Timeliness and Rejection of Late Submissions:

- 1.1. It is the sole responsibility of the submitting entity to see that submittals are received by the Response Deadline. The submitting entity shall bear any and all risks for any delays associated with their Selected method of delivery or that are misdirected due to improper identification.
- 1.2. Any submission received by the City after the Response Deadline will be rejected by the City as non-responsive.
- 1.3. In the event of a late submission, the City will leave the response unopened and provide notice to the submitting party of the following: “The submitted qualification was received after the delivery time designated for the receipt of responses and therefore considered non-responsive.”

2. Withdrawal: Any submittal may be withdrawn prior to the Response Deadline. Any submittal not withdrawn prior to the Response Deadline shall constitute an irrevocable offer to the City for a period of sixty (60) days following the Response Deadline.

3. Addenda: The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information as to a submission can be given. If any addenda are issued to the RFQ, the City will attempt to notify the submitting entity of such issuance. However, it shall remain the responsibility of the submitting entity to contact the Contact Person identified in this RFQ to confirm whether the addenda were made a part of the competitive qualification.

- 3.1. Notwithstanding the above, the City reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

4. Modifications/Corrections: Submitted qualifications may be corrected or modified, provided that the correction or modification is made in writing and is received by the City prior to the date and time identified as the Response Deadline in this RFQ. After such date and time, the submitter may not modify or correct its submission except for extreme circumstances to be determined by the City in its sole discretion, and in no event in a manner prejudicial to the notions of fair competition or to the City.

- 4.1. Notwithstanding the above, the City reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
5. **Submitter's Responsibility to Ensure Completeness and Compliance:**
 - 5.1. Each submitting entity must examine all RFQ documents to ensure the adequacy and accuracy of such documents prior to submitting the same to the City.
 - 5.2. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the RFQ shall be made in writing and directed to the Contact Person identified in this RFQ, in advance of the Response Deadline.
 - 5.3. Generally, responses that do not include all required information will be deemed non-responsive and disqualified accordingly.
 - 5.4. Notwithstanding the above, the City reserves the right to waive any informalities, irregularities, or variances, whether technical or substantive in nature, or reject any and all responses at its sole discretion.
6. **Oral/Verbal Interpretations.** The City shall not be responsible for verbal/oral interpretation given by any City employee, representative, or others.
7. **Preparation Expenses.** Each submitting entity preparing a response to the RFQ shall bear all expenses associated with its preparation and any subsequent and related expenses, and no claims for reimbursement shall be submitted to the City for the expense of preparation or presentation.
8. **Format of Submissions. One (1) original and one (1) copy for a total of two (2) responses must be submitted.** The envelope or package containing the responses must be clearly marked/labeled as follows:

City of Republic
Attn: Jared Keeling
213 North Main Avenue
Republic, MO 65738
RFQ #: RFQ 24-3

9. **Minority and Women-Owned Businesses.** The City expressly encourages responses to this RFQ from disadvantaged, minority and women-owned businesses.
10. **Openness of Procurement Process.**
 - 10.1. Written responses, other discussions, correspondence, and all other pertinent records shall be handled as public records in compliance with State and Federal open records statutes and regulations.
 - 10.2. Other than the initial period wherein the responses are being evaluated, the City gives no assurance as to the confidentiality of any portion of any document once submitted.
 - 10.3. All documents relating to this RFQ, subsequent submittals and meetings with the

City Council are subject to statutory requirements of the Missouri Sunshine Law.

11. Errors and Omissions. Once a qualification is submitted, the City may consider written requests by any submitting entity to correct errors or omissions, but shall retain sole discretionary authority to determine the outcome of such a request.

12. Retention and Disposal of Statements of Qualifications. The City reserves the right to retain all submitted statements for public record keeping purposes. No copies of any material will be returned to the submitting entity. The City reserves the right to cancel this RFQ at any time prior to execution of an Agreement, and retains sole discretion as to whether such cancellation will be made.

13. Collusion.

13.1. By offering a response to this RFQ, the submitting entity certifies that they have not divulged to or discussed or compared its submittal with any competitors, and have not colluded with any other submitting entity or third person/party relating in any way to this process whatsoever.

13.2. By submitting a response to this RFQ, the submitting entity certifies that:

13.2.1. No attempt has been made or will be made by the submitting entity to induce any other person or entity to submit or not to submit a Statement of Qualification for the purpose of restricting competition.

13.2.2. All persons interested in this service, principal, or principals being named therein and no other person have an interest in this service or in the Agreement to be entered into.

13.2.3. No person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understating for a commission, percentage, brokerage, or contingent fee, accepting bona fide employees or established commercial agencies maintained by the consultant for the purpose of doing business.

14. Conferences.

14.1. Conferences for prospective submitting entities will be scheduled upon request, and as time allows, providing for interviews with key City staff.

14.2. These sessions can provide an opportunity for the City to respond to questions about the requested work.

14.3. Conferences are not mandatory but are highly recommended.

14.4. Due to the desire to complete the selection process quickly, only substantive issues discovered in individual conferences will be formalized and distributed in an RFQ Addendum.

14.5. Substantive issues should be generally limited to correcting errors or omissions in the RFQ, alterations or modification to the scope of services or the proposed contract for services, however, the City retains sole discretion to determine the content or need for a formal Addendum.

15. Rejection of Responses. The City may reject responses if:

- 15.1. The submitting entity misstates or conceals any material fact in the qualifications.
- 15.2. The rejection of all responses is deemed to be in the best interest of the City.

III. SUBMISSION CONTENTS REQUIREMENTS

Any documents submitted in response to this RFQ must provide sufficient detail and information so as to allow a complete evaluation of its merit. The instructions contained herein must be followed in order for competitive responses to be considered responsive to this RFQ.

All entities responding to this RFQ shall provide sufficient information and data to fully allow a complete evaluation of their qualifications. Information and data submitted by each submitting entity with the qualification shall become part of the contract documents.

Responses must generally conform to the following format:

1. **Cover Letter**
2. **Table of Contents**
3. **Sections**
 - (1) **Introduction and Execution**
 - (2) **Qualifications of Firm**
 - (3) **Qualifications of Staff**
 - (4) **Familiarity with Design-Build and Relevant Experience in Tennis/Pickleball Facilities**
 - (5) **References**
 - (6) **Technical Approach**
 - (7) **E-Verify and Other Information**

1. Section 1 – Introduction and Executed Signature Page:

- 1.1. The introduction section must contain an overview of the submitting entity.
- 1.2. The introduction must clearly indicate the legal name, address, telephone number, and local contact information (if available) of the submitting entity.
- 1.3. The introduction must indicate whether the submitting entity is a corporation, general partnership, individual or other business entity.
- 1.4. The introduction must include a statement to the effect that: “The Submission of this Statement of Qualifications indicates acceptance by the submitting entity of the stipulations contained in the Request for Qualifications.”
- 1.5. The statement must be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the submitting entity to the submitted response.

2. Section 2 – Qualifications of Submitting Entity:

- 2.1. Provide a brief description and history of the submitting entity (if applicable).
- 2.2. Provide description of the submitting entity’s relevant experience demonstrating

current capacity, familiarity and expertise in design-build of tennis and pickleball facility projects, particularly specifying any experience on behalf of governmental or municipal clients.

- 2.3. Provide an organizational chart (or equivalent) generally demonstrating the structure of the submitting entity.
- 2.4. State the number and nature of the staff employed with the submitting entity and the office in which the bulk of the services will be performed.

3. Section 3 – Descriptions and Qualifications of Staff:

- 3.1. Provide the name(s), title(s) and resume(s) (or equivalent information) of the lead person who will be primarily responsible for the coordination, management and execution of the Scope of Services in this RFQ.
- 3.2. Provide the name(s), title(s) and resume(s) (or equivalent information) of other professionals and any employees/assistants who will be expected to perform or assist with the Scope of Services in this RFQ.
- 3.3. For each individual identified in this Section, provide their respective years of experience with the submitting entity (if applicable), years of experience in or with the provision of the services sought under the RFQ, and any particular expertise or specialty training in provision of the services sought under this RFQ.
- 3.4. For each individual identified in this Section, disclose any investigations or disciplinary action taken previously or pending by national or state regulatory bodies against such individual(s).

4. Section 4 – Familiarity with Design-Build and Relevant Experience in Tennis/Pickleball Facilities:

- 4.1. Provide a list recent experience from the last 10 years demonstrating current capacity, familiarity, and expertise in best practices concerning design-build of tennis and pickleball facilities.
- 4.2. Illustrate how previous experience within the area may be of benefit in the execution of the Scope of Services under this RFQ.

5. Section 5 – References:

- 5.1. Provide at least five (5) professional references for which the submitting entity has performed services within the past two (2) years that are similar to the requirements in the Scope of Services.
 - 5.1.1. Preference will be given to those submitting entities who are able to demonstrate at least three (3) professional references from governmental/municipal clients for whom the submitting entity provided services similar to those specified in this RFQ.
- 5.2. Provide the reference contact name, address, e-mail address, telephone numbers and a summary and date of the services provided.

6. Section 6 – Technical Approach and Plan for Services:

- 6.1. Provide a description of the submitting entity's technical approach generally employed for the coordination and facilitation of design-build services for tennis and

pickleball facilities.

- 6.2. Provide a description of the technical approach the submitting entity will employ specific to the provision of services under this RFP (“Plan for Services”). The Plan for Services should plainly convey the submitting entity’s understanding of the scope of work and its suggested approach to be taken in order to maximize value to the City. The Plan for Services should include the following:
 - 6.2.1. A detailed description of the proposed management structure, including but not limited to, team organization, roles and responsibilities, program monitoring procedures, and communication mechanisms.

7. Section 7 – E-Verify and Other Information:

- 7.1. For any contract for services greater than \$5,000, the successful bidder shall comply with § 285.530, RSMo, as amended, and:
 - 7.1.1. Provide by sworn affidavit affirmation that it does not knowingly employ any person who is an unauthorized alien and
 - 7.1.2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract.
- 7.2. The required documentation affirming enrollment must be from the federal work authorization program provider.
- 7.3. Responses must include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program. A letter from the bidder or respondent reciting compliance is not sufficient.

IV. EVALUATION CRITERIA

1. **Overview:** All responses will be evaluated by a selection committee comprised of City staff members. Responses will be evaluated with respect to the completeness of the information provided, support for all claims made, and the overall approach taken.
2. **Specific Criteria Considered:** The following criteria will be utilized in the technical evaluation of qualifications:
 - 2.1. Experience and qualifications of the submitting entity.
 - 2.2. Experience of the submitting entity with similar engagements, particularly involving governmental or municipal entity client services.
 - 2.3. Qualifications of key staff to perform Scope of Services under the RFQ.
 - 2.4. Projected timeframe and ability to provide services throughout duration of the period desired.
 - 2.5. Thoroughness of material submitted.
 - 2.6. Reports from references.
3. **Required Licensure/Certification.** Award under this RFP will only be given to an entity or entities possessing all required registrations, certifications and/or licenses as required



by Missouri or other applicable law.

4. Other reservations / terms:

- 4.1. The City will select and negotiate with those submitting entities whose submittals are responsive to this RFQ and are in the best interest of the City.
- 4.2. The City reserves the right to contract with one or more submitting entity for any one or more of the services set forth in the Scope of Services.
- 4.3. The City reserves the right to reject any and all qualifications or other submissions provided to the City in response to this RFQ.



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-R-15 A Resolution of the City Council Awarding the Bid for the City's 2024 Paving Overlays and Builds Parking Lot Paving to Blevins Asphalt Construction Company, Inc.

Submitted By: Angel Falig, City Engineer

Date: April 2, 2024

Issue Statement

To award a bid for 2024 City overlays and the Builds Lot Paving to Blevins Asphalt.

Discussion and/or Analysis

The City requested bids for 2024 City Overlays and the Builds Lot Paving. Staff had placed all these projects together in one Invitation for Bid, to encourage a more competitive price for the bundled work. The City received 3 bids from local contractors.

Blevins Asphalt was the lowest bidder for both the 2024 City Overlays and the Builds Lot Paving at \$75.50 per ton asphalt and \$2.20 per square yard of Milling, with a maximum not to exceed amount of \$650,000.00. The Builds Lot Paving will be paid for by the Capital, Project fund. The 2024 City Overlays will be paid for by the Street Resurfacing fund.

Recommended Action

Staff recommends approval.

RESOLUTION NO. 24-R-15

A RESOLUTION OF THE CITY COUNCIL AWARDING THE BID FOR THE CITY’S 2024 PAVING OVERLAYS AND BUILDS PARKING LOT PAVING TO BLEVINS ASPHALT CONSTRUCTION COMPANY, INC.

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 published an Invitation for Bids (“IFB”) for paving and overlay work to be performed on the parking lot of the BUILDS Department and various City streets as identified in the City’s 2024 overlay plans (“Project”); and

WHEREAS, the City received a total of three (3) bids in response to its IFB; and

WHEREAS, after hearing presentation and recommendations by City staff, the City Council desires to accept the bid submitted by Blevins Asphalt Construction Company, Inc. (“Blevins”), as it appears to demonstrate the necessary qualifications for a responsible bid and is the lowest cost to the City at an estimated total expenditure of \$650,000.00.

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

- Section 1.** The submitted bid from Blevins Asphalt Construction Company, Inc., attached and labeled “Exhibit 1” and expressly incorporated herein, is accepted for the Project at the estimated cost(s) shown thereon, but in no event to exceed a total of \$650,000 without separate, additional approval from Council.
- Section 2.** The City Administrator, and his/her designee, on behalf of the City, is authorized to take the necessary steps to execute 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.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:

RESOLUTION NO. 24-R-15

A handwritten signature in blue ink, appearing to read 'Megan McCullough', is written over a horizontal line.

Megan McCullough, City Attorney

Final Passage and Vote:



**Addendum to Invitation for Bid
2024 City Pavement Overlays**

Addendum # 2

3-19-2024

This is Addendum #2 to the Invitation for Bids above.

1. Revision to SY amount on Exhibit 1.
2. Addition of Exhibit 3 – Road Widening Detail
3. See attached RFI responses.

End of Addendum #2

Any questions regarding this addendum may be directed as follows:

Angel Falig

City Engineer

BUILDS Department

City of Republic, Missouri

417.732.3415

afalig@republicmo.com



City of Republic - Invitation for Bid

2024 City Pavement Overlays

BID SUBMISSION DUE DATE/TIME: Bids must be physically received at the Return location listed below by no later than the date and time set for the Bid Opening, as specified below.

BID OPENING: Bids will be opened at City Hall, located at 213 N. Main Avenue in Republic, MO 65738 on Thursday, March 21st, 2024, at 3:00 pm.

RETURN TO: Laura Burbridge, City Clerk, located at 213 N. Main Avenue in Republic, MO 65738

RULES AND REQUIREMENTS FOR BID SUBMISSION:

- Bids must be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the Bidder. Bidders can add their own sheets for clarification of pricing on certain products if they choose.
- Bids shall be submitted with the **Invitation for Bid ("IFB") project name or item clearly indicated on the outside of the mailing envelope.**
- Bids received after the opening date and time **will be rejected.**
- The attached Terms and Conditions shall become part of and are herein expressly incorporated into any contract, agreement or award resulting from this Invitation for Bid.
- FAXED/E-MAILED BIDS WILL NOT BE ACCEPTED.
- Projects exceeding \$75,000 in total cost shall be paid at current wage order for prevailing wage.
- You are invited to submit your Bid to furnish the materials and/or services described herein.
- Please submit your prices/fees net of all discounts. Bidders do not necessarily need to bid all requested categories, but it is encouraged.

DESCRIPTION:

- **City Overlays: May Award All or Portion thereof**
 - **W Olive St** – Mill and Fill 2" from State Hwy 174 to N Main St approximately 1,987 lf.
 - **N Maple Ave.** – 2" Overlay from E Elm St to E Harrison St approximately 451 lf.
 - **N Forest Ln.** – Mill and Fill 2" from W Hines St to W Logan St approximately 419 lf.
 - **E Mill St.** – Overlay 2" from S Main St to S Fountain Ave approximately 1,709 lf.
 - **E Rosewood St** – Mill and fill 2" from East Ave to S Pinewood Ave approximately 4,293 lf.
 - **N Boston Ln** – Overlay 2" from State Hwy 174 to northern city limits (656 lf north of E Wilson St). Total proposed length of approximately 2,148 lf.
 - **N Fountain Ave.** – Overlay 2" heading north of Elm St approximately 703 lf.
 - **S Fountain Ave.** – Overlay 2" heading south of Elm St approximately 521 lf.
 - **N Main St.** – Widening of Main St approximately 0-2 ft with edge treatment on each side and 2" Overlay from State Hwy 174 to 532 lf north of E Lapsis St. Total proposed length of approximately 3,055 lf. Note that widening widths and edge treatment will vary through the full length of N Main based on existing conditions, however, edge treatment will be limited to 2 ft maximum.
 - **W Farm Road 156** – Overlay 2" from James River Freeway to a length of approximately 1,535 lf.
 - **W Oneal Rd.** – Overlay 2" from S Kansas Avenue to US State Hwy 60 approximately 2,763 lf.
 - **E Harrison St** – Overlay 2" from US State Hwy 60 to N Lynn Ave approximately 2,683 lf.

- **Additive:**
 - **Builds Lot Paving** – Subgrade leveling and compaction, with 2" asphalt overlay (7,324 SY) for existing gravel parking area and 5" asphalt overlay (1,210.2 SY) of existing gravel driveway.

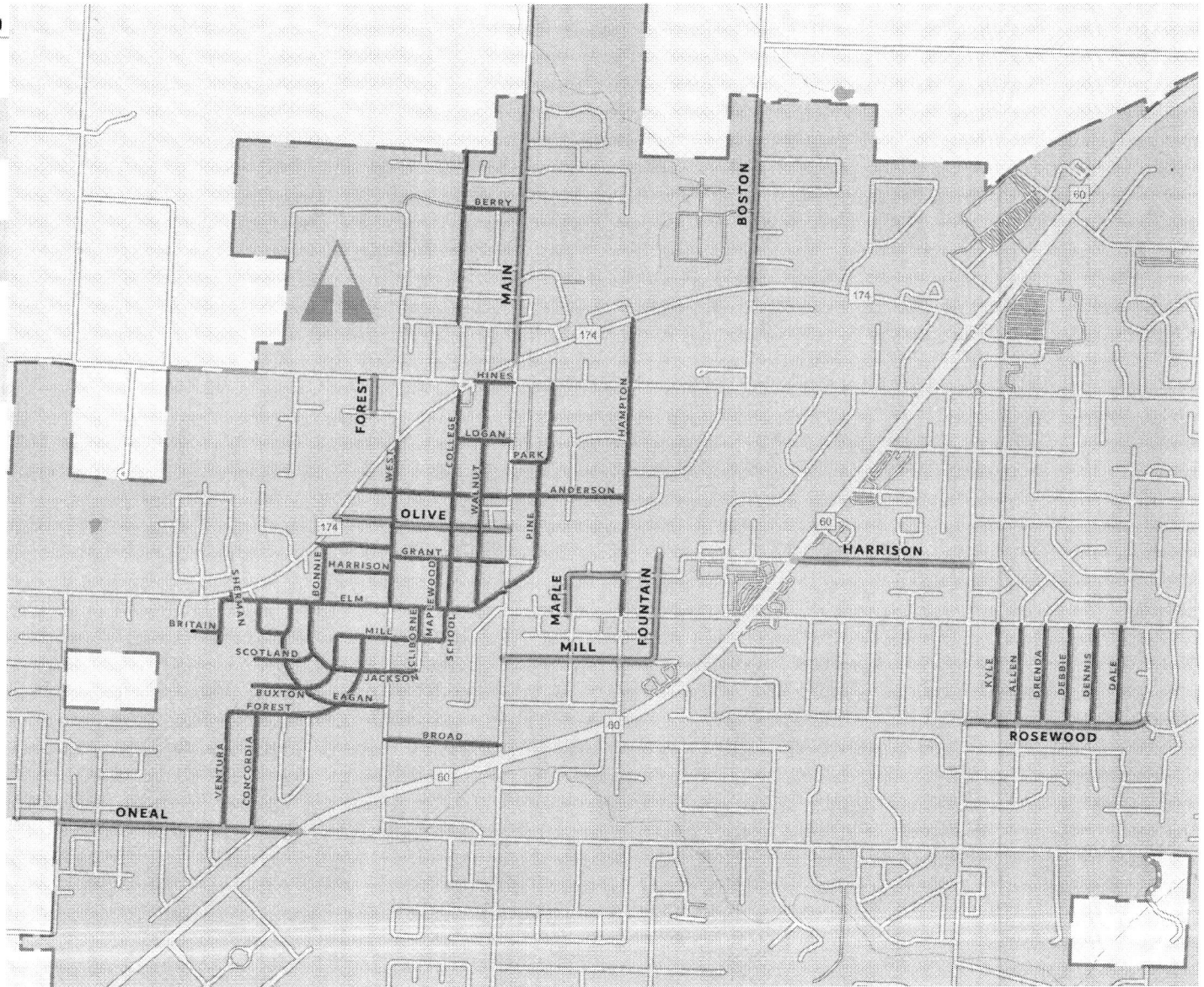
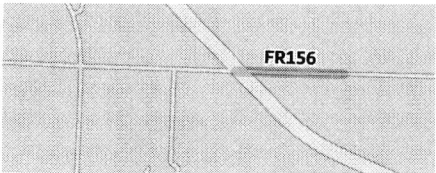
Refer to **Exhibit 1** for additional information on Paving Plan. Bid to include transition milling where required to match intersecting roadways. Pavement edge treatment may be required in certain areas depending on finished surface. Paving Mixture for overlay shall be BP-1 or equivalent. Bids must include 3rd party testing not limited to base course and subgrade density and moisture content tests, asphalt density tests, and core depth verification. Bids must include pavement striping/markings and related striping plan covering all areas indicated in this package. The unit costs for asphalt shall be specified in tons; milling shall be specified in SY; and pavement striping in LF. Refer to **Exhibit 2** for additive bid item BUILDS lot paving. City of Republic Construction Specifications will apply unless otherwise noted.

Street	Sq. Yds.	Treatment	Length (ft.)
N MAIN ST	8430 SY	Widen W/ Over	3055 ft.
W ONEAL RD	6254 SY	Overlay 2"	2763 ft.
N BOSTON LN	4858 SY	Overlay 2"	2148 ft.
E. Rosewood	5981 SY	Mill & Fill 2"	2080 ft.
E Harrison St	5326 SY	Overlay 2"	2683 ft.
E MILL ST	3515 SY	Overlay 2"	1709 ft.
W FARM ROAD 156	4194 SY	Overlay 2"	1535 ft.
W OLIVE ST	3662 SY	Mill & Fill 2"	1987 ft.
N FOREST LN	1201 SY	Mill & Fill 2"	419 ft.
N FOUNTAIN AVE	1265 SY	Overlay 2"	703 ft.
S FOUNTAIN AVE	840 SY	Overlay 2"	521 ft.
N MAPLE AVE	800 SY	Overlay 2"	451 ft.

Total 46326 SY

Paving Plan 2024

-  Paved
-  Planned



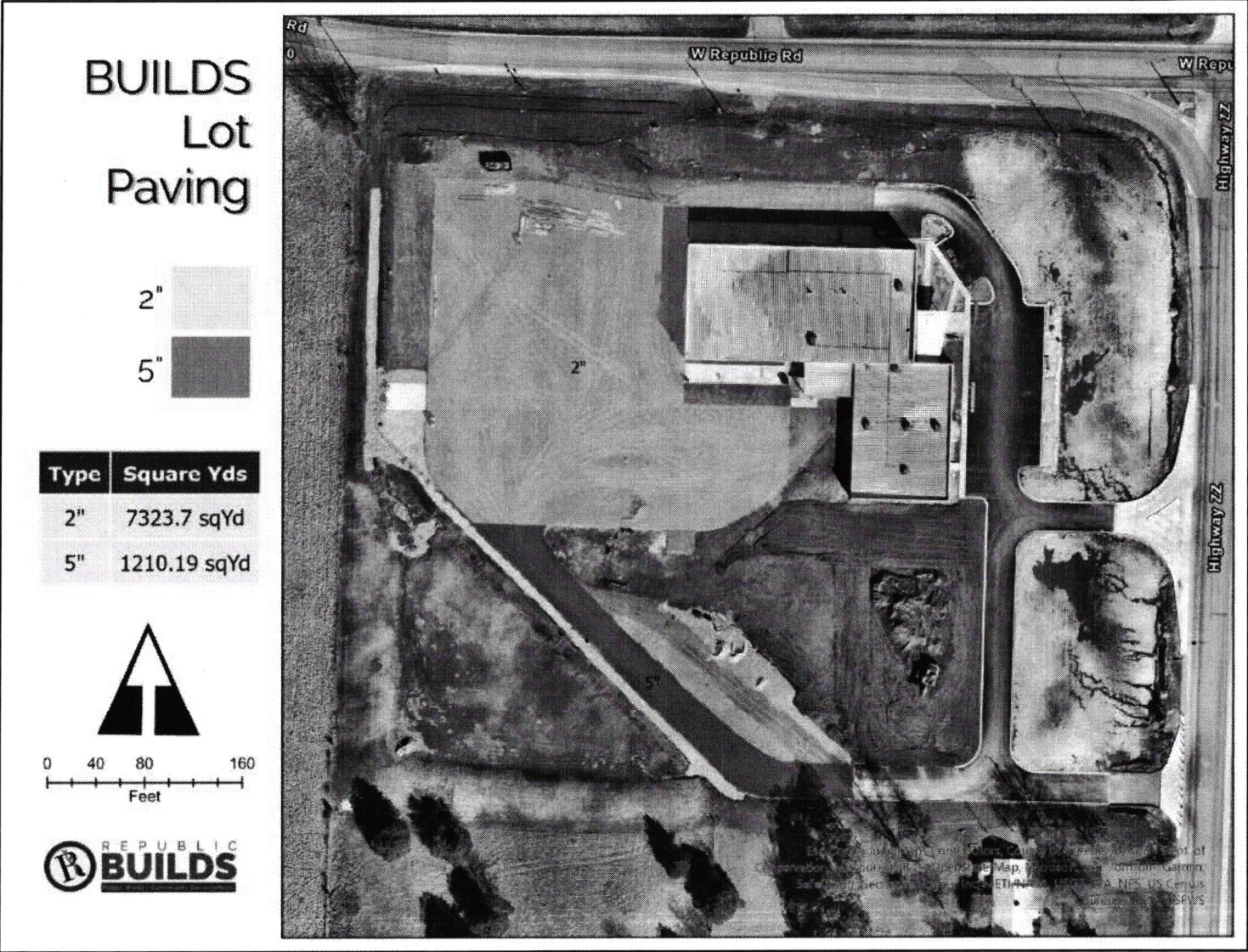
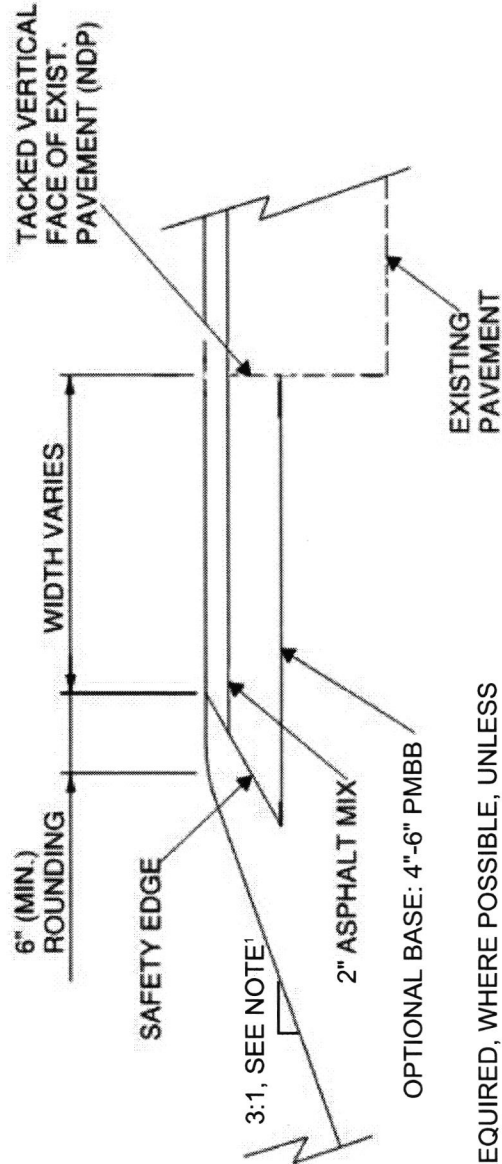


Exhibit 2 - BUILDS Lot Paving



1. REQUIRED, WHERE POSSIBLE, UNLESS APPROVED OTHERWISE BY THE CITY.

HOT MIX ASPHALT (HMA) ROAD WIDENING & EDGE TREATMENT EXHIBIT 3

SCHEDULE:

Prebid Meeting Will be held at 4221 S Wilson's Creek Blvd (Builds Large Conference Room), Republic MO 65738, on **Friday, March 15th, 2024**, at 11:30am for any contractors who would like to attend.

City intends to take the winning bid to City Council for Approval **April 2nd, 2024**, for approval, with Notice to Proceed to follow no later than **April 24th, 2024**. Completion of **City Overlays and related Striping** shall be **July 31st, 2024**. Liquidated Damages will apply if work is not completed, or streets are not open to traffic on or before **August 9th, 2024**.

Inquiries: All inquiries for information should be directed to:

Brian Dye, Project Manager
BUILDS Department, City of Republic
bdye@republicmo.com
(417) 732-3408

Important Notice Regarding Competitive Bidding:

It is the City's intent and desire that this Invitation for Bid promotes competitive Bidding. To the extent any language, requirements, terms and/or requests contained within this Invitation for Bid result in the elimination of all but one source from which a responsive and responsible Bid may be submitted, such restriction/limitation is not intended by the City but is merely an unintentional error. In the event such error is discovered by any potential Bidder, the potential Bidder must notify the City contact listed above of the error, in writing, no later than three (3) days prior to the Bid opening day. Upon receipt of any such notice, the City will take reasonable efforts to correct the error and resubmit the Invitation for Bid once corrected.

TERMS AND CONDITIONS

01. **Opening Location:** Bids submitted in response to this Invitation for Bid (“IFB”) will be opened at Republic City Hall, located at 213 N. Main Avenue, on 3:00 P.M. on Thursday, March 21, 2024. All Bidders (individually, “Bidder”; collectively, “Bidders”) and/or their authorized representative(s) are permitted to attend the opening of the Bids.
02. **IFB Delivery Requirements:** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have their Bid delivered to Republic City Hall for receipt on or before the due date and time indicated.
- a. If a Bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to Republic City Hall.
 - b. Bids 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 Bidder's request and expense.
 - d. Bids may be mailed to Republic City Hall and accepted if the signed Bid form and required information was mailed and received prior to the due date and time.
 - e. Bids sent by email will not be accepted.

Sealed and Marked: If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the **IFB project name clearly indicated on the outside of the mailing envelope and addressed to:**

**City of Republic
C/O City Clerk, Laura Burbridge
213 N. Main
Republic MO 65738**

03. **Legal Name and Signature:** Bids shall clearly indicate the legal name, address, and telephone number of the Bidder (company, firm, corporation, partnership, or individual).
- a. Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page.
 - b. The signer shall have the authority to bind the Bidder to the submitted Bid.
 - c. Failure to properly sign the Bid form shall invalidate the Bid, and it shall not be considered for award.
04. **Corrections:** No erasures are permitted.
- a. In the event a correction is necessary, in order for the City to consider the correction, the following formatting must be applied:
 1. A single line (strike-through) to the entered text needing correction, and
 2. The corrected text written above the strike-through text, and
 3. The signer(s) of the Bid must initial all corrections.
05. **Clarification and Addenda:** Bidders are expected to examine all documents attached to and/or provided by the City with this IFB, and prior to submitting any Bid in response to this IFB, make any necessary and/or reasonable inquiries of the City to ensure all such Bidders understand the entirety of the documents.
- a. Any inquiries or suggestions concerning interpretation, clarification, or other additional information pertaining to the IFB shall be made through the listed City contact in writing (email is permitted).
 - b. 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.
 - c. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.
 - d. It shall be the responsibility of each Bidder, prior to submitting their Bid, to direct any inquiries to the listed City contact.
06. **IFB Expenses:** There is no expressed or implied obligation for the City of Republic to reimburse responding

Bidders and the City will not reimburse for any expenses incurred in preparing responses to this IFB.

07. **Bid Security:** All Bids must be accompanied by a Bid Security, which shall constitute the Bidder's guarantee that, if awarded the contract under this IFB, the Bidder will promptly execute all contract documents and other documents required under this IFB, and will furnish good and sufficient bond for the performance of the same.
- a. The Bid Security shall consist of a certified check, cashier's check or a Bid bond, guaranteed by a surety company authorized by the Director of the Missouri Department of Insurance and Commerce to conduct surety business in the state of Missouri, in an amount no less than ten percent (10%) of the Bid, and made payable to the City of Republic.
 - b. Bids submitted without the required Bid Security will not be considered for award under this IFB.
 - c. The Bid Securities of all Bidders, except for the three apparent lowest Bidders, will be returned as soon as reasonably possible after the opening and review of Bids.
 - d. The City shall have the right to retain the Bid Security of the three apparent lowest Bidders until either: (1) all contract documents have been duly executed and all required bonds and proof of insurance, including certificates of insurance, have been furnished by the Bidder to the City; or (2) all Bids have been rejected, whichever occurs first.
08. **Irrevocable Offer:** Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid 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 IFB, until one or more of the Bids have been duly accepted by the City.
09. **Responsive and Responsible Bidder:** To be a responsive Bidder, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the IFB. To be a responsible Bidder, the Bidder 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 Bidder shall mean the Bidder who makes the lowest Bid 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 Bid as made.
10. **Reserved Rights:** The City reserves the right to make such investigations as it deems necessary to make the determination of the Bidder'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.
11. **The Right to Audit:** The Bidder 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 Bidder'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.
12. **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 IFB. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.
13. **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.
14. **Ethical Standards Applicable:** With respect to this IFB, if any Bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such Bidder will be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids.
15. **Collusion Absolutely Prohibited:** All Bidders offering a submission in response to this IFB hereby expressly acknowledge and certify that they have not divulged, discussed, or compared their Bid to the Bids of any other Bidder(s), and further that they have not colluded or conspired with any other Bidder or parties to this IFB, to violate the terms and conditions governing submission of responses to this IFB whatsoever. All Bidders offering a submission in response to this IFB additionally promise that:
- 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 Bidder or with any competitor.
 - Any prices and/or cost data submitted have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor.
 - No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
 - The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in any contract awarded under this IFB. No person or agency has been employed or retained to solicit or secure the contract awarded under this IFB upon an agreement or 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.
16. **Contract Forms:** Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.
17. **Liability and Indemnity:**
- In no event shall the City be liable to the successful Bidder 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 IFB. 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 IFB.
 - The successful Bidder 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 IFB, or (2) the work performed pursuant to such contract or agreement or any subcontract thereunder (the successful Bidder 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.
 - The successful Bidder 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.
18. **IFB Forms, Variances, and Alternates:** Bids must be submitted on the forms attached to this IFB as provided by the City; however, additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, Bidders must

fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.

19. **Bid Form:** All blank spaces must be completed with the appropriate response.
 - a. Bidders must state the price, written in ink, for what is proposed to complete each item of the project.
 - b. Bidders must insert the words "no Bid" in the space provided for any item for which no Bid is made.
 - c. Bidders must submit an executed Bid form, affidavit of compliance with other requested documents.

20. **Modifications or Withdrawal of Bid:** A modification of a Bid already submitted will be considered only if the modification is received prior to the time announced for opening of Bids, and is made in writing; executed and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

21. **No Bid:** If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.

22. **Errors in Bids:** Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the Bidder's own risk. Applicable law and regulations do not make allowance for errors either of omission or inclusion on the part of Bidders. In case an error regarding extension of prices in the Bid, the unit price shall govern.

23. **Prices:** Bids must include both unit price and extended total.
 - a. Price must be stated in units of quantity specified in the Bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern.
 - b. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). FOB, as used in this IFB, shall mean that the successful Bidder, at their own expense, shall transport the equipment and/or materials and bear the risk of loss from successful Bidder'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. Each item must be Bid separately, and no attempt is to be made to tie any item or items in with any other item or items.
 - d. If a Bidder 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.
 - e. Payment terms shall be Net 30 if not otherwise specified.
 - f. Pre-payment terms are not acceptable.

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

25. **Descriptive Information:** All equipment, materials, and articles incorporated in the product/work covered by this IFB 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. Bidders may submit Bids on items manufactured by an individual/entity other than the manufacturer specified so long as an "or equal" is expressly stated.

26. **Deviations to Specifications and Requirements:** When Bidding on an "or equal," Bids 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 Bidder 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 Bidder on the Affidavit of Compliance form, at the time of submittal of Bid.

- c. The absence of listed deviations at the time of submittal of the Bid will hold the Bidder 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.
27. **Quality Guaranty:** If any product delivered does not meet applicable specifications or otherwise fails to compare with the quality represented by the Bidder, the Bidder shall retrieve the product from the City as its own expense. The Bidder shall refund to the City any money the City has remitted to the Bidder for same. In the event the successful Bidder fails or refuses to retrieve the product and refund to the City any money previously remitted to the Bidder for such product in accord with the terms of this paragraph, the Bidder shall be responsible for the City's attorney fees and other costs it incurs in enforcing its rights under this paragraph.
28. **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.
29. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
30. **Bid Awards:** Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the IFB and (2) is the lowest and best Bid, considering price, delivery, responsibility of the Bidder, and all other relevant factors.
- a. Unless otherwise stated in the IFB, 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 Bids or waive any minor or non-material irregularity or technicality in Bids received.
31. **Authorized Product Representation:** The successful Bidder(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 Bidder(s) is legally authorized to submit and the successful Bidder(s) will be legally bound to perform according to the documents.
32. **Regulations:** It shall be the responsibility of each Bidder 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 Bidder 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. Bidders are herein informed that the work to be performed under this IFB 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 Bidder 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 Bid.

33. **Termination of Award:** Any failure of the Bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for any reason by the City.
34. **Royalties and Patents:** The successful Bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder 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.
35. **Equal Employment Opportunity Clause:** The City of Republic, in accordance with the provision of Title VI 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 Bidders that the City takes all reasonably necessary steps to affirmatively ensure that all Bidders, including minority businesses, will be afforded full opportunity to submit Bids in response to this IFB and that no Bidder will be discriminated against on the grounds of race, color, or national origin in determining the successful Bidder for award.
36. **Insurance Requirements:** For the duration of any contract awarded under this IFB, (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 Bidder 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 Bidder 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 Bidder 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 IFB, and in the event the Successful Bidder will sublet or subcontract any such work, the Successful Bidder shall require the subcontractor to provide similar Workers Compensation Insurance for the subcontractor's employees, unless such employees are covered by the Successful Bidder's coverage. Workers Compensation coverage shall meet the minimum requirements under Missouri law of \$500,000 each employee and \$500,000 each accident.
 - b. **Commercial General Liability:** The Successful Bidder 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 IFB, in an aggregate amount of not less than \$2,000,000 each occurrence and \$1,000,000 each person.
 - c. **Commercial Automobile Liability (*applies only to projects involving the Successful Bidder's operation of vehicles in performing the work awarded under this IFB*):** The Successful Bidder shall maintain Commercial Automobile Liability coverage of not less than \$2,000,000 each occurrence and \$1,000,000 each person for "any auto" on an occurrence basis.
37. **Performance Bond and Labor & Materials Payment Bond (*applies only to projects involving labor*):** Pursuant to Section 107.170, RSMo., if the total cost of the project is estimated to exceed \$50,000.00, the successful Bidder shall execute a Performance and Maintenance Bond and a Labor and Materials Payment Bond with surety, approved by the City and on forms approved by the City, each bond shall be in the amount of the total project cost, conditioned upon the full and faithful performance of all major terms and conditions of the IFB and payment of all labor and material supplies.

38. **Liquidated Damages:** Time of completion of the Project by the Successful Bidder is of the essence. Should the Successful Bidder fail to complete the Project within the time specified in the governing contract/schedule, without express authorization by the City allowing for an extension of time to completion, the Successful Bidder shall be liable to the City in the amount of Five Hundred Dollars and Zero Cents (\$500.00) per day for each and every calendar day the Project remains uncompleted, as liquidated damages, and not as a penalty, it being stipulated and agreed that the actual damages to the City arising from the Successful Bidder's failure to timely complete the Project would be difficult, if not impossible, to reasonably ascertain. Assessment of liquidated damages will not relieve the Successful Bidder, or its surety/ies, of any responsibility or obligation under the Contract.
39. **Nonresident/Foreign Contractors:** To the extent the successful Bidder utilizes non-resident/foreign contractors to provide services or supplies in connection with this IFB, the successful Bidder 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.
40. **Bid Tabulation:** Bidders may request a copy of the Bid tabulation of the IFB.
41. **Budgetary Constraints:** The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.
42. **Additional Purchases by Other Public Agencies:** By submitting a Bid in response to this IFB, the Bidder authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this IFB unless otherwise noted on the Affidavit of Compliance Form.
43. **Order of Precedence:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to Bidders, shall take precedence.
44. **Affidavit for Service Contracts:** The successful Bidder 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 IFB 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 IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.
45. **Inspection and Acceptance:** No item(s) received by the City pursuant to any agreement or contract awarded under this IFB 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 Bidder and/or entity/individual who sold the item(s), upon inspection, may be returned by the City to the successful Bidder 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 Bidder 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 IFB.
46. **Davis-Bacon Act:** If the Instructions to Bidders 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 IFB 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 IFB.. 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 IFB, all contractors, subcontractors and other individuals/entities hired by the successful Bidder to perform work under this IFB shall pay the greater of the wages required under either law.


47. **Jurisdiction and Venue:** This IFB and any executed agreement required pursuant to the terms of this IFB, 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.**
48. **Conflict of Interest:** By participating in this IFB and/or accepting an agreement pursuant to the IFB's terms, the successful Bidder 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.
49. **Sovereign Immunity:** In no event shall any language or requirement in this IFB or any Agreement that comes from this IFB 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.
50. **Terms:** The City of Republic reserves the right to reject any and all proposals received from this Bid. It further has the right to negotiate with any qualified source, or to cancel in part or in its entirety this Bid. 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 Bid 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 - BID SUBMISSION FORM

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Description of Work	Price		
<ul style="list-style-type: none"> • 2024 City Overlays & Builds Lot Paving • Bid Alternate Price individually, do not add all prices together. • All Bids to include: <ul style="list-style-type: none"> ○ Travel Expenses ○ Delivery Costs ○ Administrative costs ○ Traffic Control <p>Please note any of the following:</p> <ul style="list-style-type: none"> • Any labor personnel requests of the City of Republic for this project. • Any other requests or responsibilities of the City of Republic for this project. 	2024 City Overlays: \$ <u>487,499.40</u>		
	Line Item	Unit Price	Unit
	Milling	\$2.20	SY
	Asphalt Overlay	\$75.50	Ton
	Striping	\$1.30	LF
	Edge Treatment	\$47.25	CY
	2' Widening	\$6.50	LF
	BUILDS Lot Paving: \$ <u>94,964.12</u>		
	Line Item	Unit Price	Unit
Fine Grading	\$1.50	SY	

In compliance with this Invitation for Bid 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>IFB for: 2024 City Overlays & Builds Lot Paving</p> <p>Republic, MO 65738</p>	<p>Company Legal Name: Blevins Asphalt Construction Co., Inc,</p>
	<p>Address: PO Box 230 Mt. Vernon, Mo. 65712</p>
	<p>Signature: </p> <p>Name and Title: Scott Crabtree VP</p>
<p>Telephone: <u>417-466-3758</u></p> <p>Cellular: <u>417-461-4559</u></p> <p>Email: <u>scrabtree@blevinsasphalt.com</u></p>	<p>Dated: <u>3/21/24</u></p> <p>Bidder's Federal ID Number: <u>43-0964288</u></p>

NOTICE AND INSTRUCTIONS TO BIDDERS/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 bidders in response to this IFB*), 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 IFB 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 Greene, State of Missouri
personally appeared Scott Crabtree (Name) who is VP
(Title) of Blevins Asphalt Const (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.

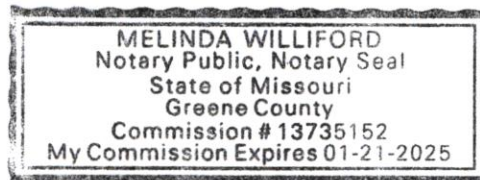
[Signature]
Signature

Scott Crabtree
Printed Name

Subscribed and sworn to before me this 21 day of March, 2024.

Melinda Williford
Notary Public

My commission expires: January 21, 2025





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Item 12.

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Blevins Asphalt Construction Company, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee’s eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, “Employment Eligibility Verification” and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives’ contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee’s E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer’s use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer’s services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any “employee assigned to the contract” (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee’s assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee’s response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee’s E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee’s response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee’s Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee’s documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

**ARTICLE IV
SERVICE PROVISIONS**

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

**ARTICLE V
MODIFICATION AND TERMINATION**

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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Item 12.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer’s participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer’s business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

**ARTICLE VI
PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Item 12.

Approved by:

Employer Blevins Asphalt Construction Company, Inc.	
Name (Please Type or Print) Rick Bekemeier	Title
Signature Electronically Signed	Date 03/13/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/13/2009



Company ID Number: 197724

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Blevins Asphalt Construction Company, Inc.
Company Facility Address	11837 Lawrence 1163 Mount Vernon, MO 65712
Company Alternate Address	PO BOX 230 Mount Vernon, MO 65712
County or Parish	LAWRENCE
Employer Identification Number	430964288
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MO 1



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Angel Shaw
Phone Number 417.466.3758
Fax 417.466.7914
Email ashaw@blevinsasphalt.com



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Item 12.

This list represents the first 20 Program Administrators listed for this company.

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

City of Republic, Missouri
AFFIDAVIT OF COMPLIANCE WITH INVITATION FOR BID

To be submitted with all Bids in response to this IFB

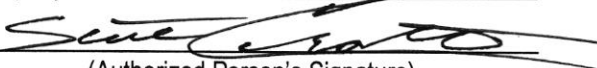
X We DO NOT take exception to the IFB Documents/Requirements.

_____ We TAKE exception to the IFB Documents/Requirements as follows:

I have carefully examined the Invitation for Bid and agree to abide by all submitted pricing, delivery, terms and conditions of this IFB unless otherwise stipulated herein.

Company Name Blevins Asphalt Construction Co., Inc

ADDENDA

By 
(Authorized Person's Signature)

Offeror acknowledges receipt of the following addendum:

Company Address _____
PO Box 230 _____
Mt. Vernon, Mo. 65712 _____

Addendum No. 1

Addendum No. 2

Telephone Number 417-466-3758

Addendum No. _____

Fax Number 417-466-7914

Addendum No. _____

Date 3/21/24

Email scrabtree@blevinsasphalt.com

Federal Tax ID No. 43-0964288

DBE Vendor (Yes/No): No Minority Owned: _____

Women Owned: _____

Veteran Owned: _____

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Blevins Asphalt Construction Co, Inc.
PO Box 230
Mount Vernon, MO 65712

SURETY:

(Name, legal status and principal place of business)
Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)
City of Republic
213 N Main
Republic, MO 65738

BOND AMOUNT: Ten Percent of the Total Amount Bid (10%)

PROJECT:

(Name, location or address, and Project number, if any)

2024 City Pavement Overlays
Republic, MO

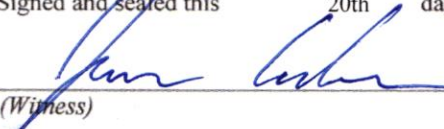
Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of March, 2024

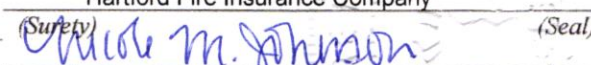

(Witness)

Blevins Asphalt Construction Co, Inc.
(Principal)  *(Seal)*

(Title) Scott Crabtree, Vice-President

Hartford Fire Insurance Company


(Witness)

(Surety)  *(Seal)*

(Title) Nicole M Johnson, Attorney-In-Fact

Init.

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BONDING AND INS SOLUTIONS LLC
Agency Code: 37-284958

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Eric A. Dedovesh, Nicole M. Johnson, Rodney W. Paddock, Nathan Paddock of LEES SUMMIT, Missouri

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

} ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 20th, 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

Agency Name City of Republic
Bid Number IFB-004-0-2024
Bid Name 2024 Overlays



Bid Due Date 3/21/24 3:00 p.m.

Bid Item	APAC	Blevins	Capital
2024 Overlays-total	\$650,000.00	\$487,499.40	\$867,902.25
Milling	\$3.20	\$2.20	\$4.30
Asphalt Overlay	\$92.00	\$75.50	\$93.25
Striping	\$1.10	\$1.30	\$1.30
Edge Treatment	\$15.00	\$47.25	\$150.00
2' Widening	\$15.00	\$6.50	\$40.00
BUILDS Lot Paving	\$112,000.00	\$94,964.12	\$141,015.50
Fine Grading	\$1.35	\$1.50	\$3.50