



REPUBLIC
MISSOURI

AGENDA

City Council Meeting
Municipal Court Building, 540 Civic Blvd
August 23, 2022 at 6:00 PM

Matt Russell, Mayor
Eric Gerke, Ward I
Garry Wilson, Ward II
Christopher Updike, Ward III
Jennifer Mitchell, Ward IV

Eric Franklin, Ward I
Gerry Pool, Ward II
Brandon Self, Ward III
Clint Gerlek, Ward IV

Call Meeting to Order

Opening Prayer

Pledge of Allegiance to the United States Flag

Citizen Participation

Consent Agenda

1. Approve August 16, 2022 City Council Minutes.
2. 22-R-47 A Resolution of the City Council Approving a List of Qualified Professional Furnishing Providers for As Needed Use through December 31, 2024.

Board, Commission, and Committee Schedule

Board of Adjustment Meeting September 1, 2022
City Council Meeting September 6, 2022
Planning & Zoning Meeting September 12, 2022
City Council Meeting September 20, 2022

Old Business and Tabled Items

3. 22-49 An Ordinance of the City Council Setting the 2022 Property Tax Levies for the City of Republic, Missouri.

New Business (First Reading of Ordinances)

4. 22-50 An Ordinance of the City Council Establishing a Procedure for Disclosing Potential Conflicts of Interest and Substantial Interests for Certain Officials.

Other Business (Resolutions)

5. 22-R-48 A Resolution of the City Council Awarding the Bid for the Replacement of HVAC Units at the Republic Fire Department and Police Department Facilities to Garrison Heating & Air LLC.
6. 22-R-49 A Resolution of the City Council Authorizing the City Administrator to Execute an Agreement with Kenton Brothers Locksmiths, Incorporated for Installation and Integration of the Gallagher Access Control System.
7. 22-R-50 A Resolution of the City Council Expressing Support for Harmony House's Efforts to Secure ARPA Funds to Extend its Services to the Citizens of Republic and Surrounding Rural Areas.
8. 22-R-51 A Resolution of the City Council Authorizing the City Administrator to Enter into an Agreement with Donelson Construction Company, LLC for Microsealing City Streets.

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.**

- [9.](#) 22-R-52 A Resolution of the City Council Authorizing the City Administrator to Engage in Services with Stifel, Nicolaus & Company, Incorporated for Special Obligation Bonds Totaling \$40 Million for Special Projects During 2023-2026.

Wage Analysis Report

10. Wage Analysis Presentation

Reports from Staff

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

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

Adjournment



- Matt Russell, Mayor**
- Eric Gerke, Ward I
- Garry Wilson, Ward II
- Christopher Updike, Ward III
- Jennifer Mitchell, Ward IV
- Eric Franklin, Ward I
- Gerry Pool, Ward II
- Brandon Self, Ward III
- Clint Gerlek, Ward IV

MINUTES
City Council Meeting
Municipal Court Building, 540 Civic Blvd
August 16, 2022 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, Gerry Pool, Chris Updike, Clint Gerlek, and Jennifer Mitchell. Others in attendance were: City Administrator David Cameron, City Attorney Megan McCullough, Assistant City Administrator Jared Keeling, Police Chief Brian Sells, Finance Director Meghin Cook, BUILDS Administrator Andrew Nelson, Assistant BUILDS Administrator Karen Haynes, Fire Chief Duane Compton, Engineering Manager Garrett Brickner, Chief of Staff Lisa Addington, IT Director Chris Crosby, Assistant Parks and Recreation Director Jennafer Mayfield, and City Clerk Laura Burbridge.

Opening Prayer

Opening prayer was led by City Administrator David Cameron.

Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mayor Matt Russell.

Citizen Participation

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

Earline Minier, 124 E Brooks Street, requested additional yard waste dates be added to address the brush and limbs in people's yards. Ms. Minier was advised additional dates were added and posted on Facebook.

Mayor Russell closed citizen participation at 6:02 p.m.

Consent Agenda

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

1. Approve July 26, 2022 City Council Minutes.
2. As per RSMo. 109.230(4), City records that are on file in the City Clerk's office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's office.
3. Approve Vendor List.
4. Approve Utility Billing Adjustments.
5. 22-R-41 A Resolution of the City Council Awarding the Bid for Waterline Materials for the Remainder of 2022 Through 2023 to Core & Main LP.
6. 22-R-42 A Resolution of the City Council Awarding the Bids for Aggregate Supply for the Remainder of 2022 Through 2023 to Bailey Quarries, Inc., Capital Materials, LLC., Conco Quarries, and Westside Stone Company, LLC.

7. 22-R-43 A Resolution of the City Council Awarding the Bids for Asphalt Supply for the Remainder of 2022 through 2023 to APAC Central Inc., Blevins Asphalt Construction Co., Inc., Capital Materials, LLC., and Emery Sapp & Sons, Inc.

Board, Commission, and Committee Schedule

| | |
|-----------------------------|--------------------|
| City Council Meeting | August 23, 2022 |
| Board of Adjustment Meeting | September 1, 2022 |
| City Council Meeting | September 6, 2022 |
| Planning & Zoning Meeting | September 12, 2022 |

Old Business and Tabled Items

8. **22-48 An Ordinance of the City Council Amending Bill No. 21-65 to Authorize Execution of a Revised Intergovernmental Agreement with Missouri Department of Social Services Family Support Division for the Low Income Household Water Assistance Program.**

Motion was made by Council Member Updike and seconded by Council Member Pool to have the second reading of Bill 22-48 by title only. The vote was 7 Aye-Franklin, Gerke, Gerlek, Pool, Mitchell, Updike, and Wilson. 0 Nay. Motion Carried. Meghan Cook was available for questions from Council. Council Member Franklin motioned for the passage of Bill 22-48. Council Member Updike seconded. A roll call vote was taken. The vote was 7 Aye-Wilson, Gerlek, Updike, Franklin, Pool, Mitchell, and Gerke. 0 Nay. Motion Carried.

New Business (First Reading of Ordinances)

9. **A Public Hearing of the City Council Setting the 2022 Property Tax Levies for the City of Republic, Missouri.**

Mayor Russell opened the public hearing at 6:05 p.m. No one came forward so Mayor Russell closed the public hearing at 6:05 p.m.

10. **22-49 An Ordinance of the City Council Setting the 2022 Property Tax Levies for the City of Republic, Missouri.**

Motion was made by Council Member Gerke and seconded by Council Member Updike to have the first reading of Bill 22-49 by title only. The vote was 7 Aye-Franklin, Gerke, Gerlek, Pool, Mitchell, Updike, and Wilson. 0 Nay. Motion Carried. Meghan Cook provided an overview of the bill. Mayor Russell reminded Council that this is a first read and to get with staff before the next meeting with any questions.

Other Business (Resolutions)

11. **22-R-44 A Resolution of the City Council Authorizing a Three-Year Agreement with Ring Central for Voice-Over Internet Phone Services for the City until 2025.**

Motion was made by Council Member Updike and seconded by Council Member Wilson to approve Resolution 22-R-44. Chris Crosby provided an overview of the Resolution. The vote was 7 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

12. **22-R-45 A Resolution of the City Council Appointing Authorized Signers for the Municipal Court Account with Arvest Bank.**

Motion was made by Council Member Pool and seconded by Council Member Updike to approve Resolution 22-R-45. Meghan Cook provided an overview of the Resolution. The vote was 7 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

13.22-R-46 A Resolution of the City Council Appointing Authorized Signers for the General Operating Account and Bond Proceeds Account with Arvest Bank.

Motion was made by Council Member Pool and seconded by Council Member Mitchell to approve Resolution 22-R-46. Meghin Cook provided an overview of the Resolution. The vote was 7 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

Finance Report

Meghin Cook presented the Finance Report for the second quarter of 2022.

Reports from Staff

City Administrator David Cameron asked Jared Keeling to give an overview on what happens now that the sales taxes have passed. Mr. Cameron thanked the community for their support of the renewal of both taxes, noting that Mr. Keeling can answer some of the questions we have received, and it will be posted on our website.

Parks and Recreation Director Jared Keeling echoed Mr. Cameron in thanking the citizens for successfully passing both sales tax renewals, which provides funding for the Parks Department for the next 25 years. Mr. Keeling added the operations sales tax passed by about 70% in favor, 30% opposed and the Capital Improvement Question passed at about 67% in favor to 33% opposed. Mr. Keeling added that both numbers are great results, especially with the economy as is.

Parks and Recreation Director Jared Keeling noted we are already fielding calls regarding the timeframe of the projects. Mr. Keeling noted this will take time but Olsson has already started their work at JR Martin Park and the Republic Aquatics Center. After that, design work begins, then bidding the jobs, followed by construction up to the grand opening. Mr. Keeling reported the JR Martin Park additions are estimated to be completed in spring of 2024. Mayor Russell asked how the design development is completed. Mr. Keeling answered it is through input from the community, staff, and consultants to determine all the elements we want to include. Mr. Keeling reported we are 1/2 to 3/4 finished with the schematics and moving toward the detail phasing. Mr. Keeling added we are not relying on our own expertise. Mr. Keeling reported we estimate the Republic Aquatics Center will be completed by the summer of 2024, noting it is an aggressive timeframe, but feasible. Mr. Keeling added this timeline would include some construction in 2023 when the Aquatics Center is open, but we will have conversations with contractors to reduce any impact to patrons. Mr. Keeling reported it took 5 months for Republic Aquatics Center to be constructed and with the material shortage impacting timelines, we are fairly confident in that timeframe.

Parks and Recreation Director Jared Keeling noted the sports complex is the largest project and requires some preparation internally. Mr. Keeling reported Garrett Cline will need more resources before this opens and the project will have a longer planning, design, and construction timeline. The estimate for completion is March or April of 2025, just in time for soccer season, but there is a lot of work between now and then. Mr. Keeling added we will be good stewards of the money allocated while creating something dynamic. This information will be on the website and social media by the end of the week.

Council Member Gerlek said his daughter wanted to know about frisbee golfers. Mr. Keeling noted the tennis courts will be moved to Miller Park, but frisbee golf will remain in Miller Park with a reduction from 13 to 9 holes. Mr. Keeling added he would like to put frisbee golf in Brookline Park sometime as well.

Council Member Wilson asked what impact this will have to the JR Martin Park walking trail. Mr. Keeling noted it should still be around the same distance with only a small, jagged loop added that will connect to the farmers park, estimating it to be around 0.8 miles.

Council Member Franklin asked where the tennis courts will be located. Mr. Keeling responded they would be added where the rodeo arena used to be. Mr. Keeling added we will redo that area, adding bathroom facilities and expanding the parking lot at the Republic Aquatics Center.

Council Member Updike asked about the park behind the Pentecostal Church. Mr. Keeling noted Garrett Brickner has been working on that project alongside Joanna Scott with plans to make that land a dog park. Mr. Keeling added there is some drainage work to be done and the timeframe is not known at this time. Parking would be at the facility Liberty will be building adjacent to the park.

Parks and Recreation Director Jared Keeling also noted the Early Childhood Center that has been under construction the last 18 months will open on Monday. This and next year, the vehicle traffic for that school will use Park Road, which has been closed 7 years. The school paid to have it repaved so parents can drive up Park Road, turn to get to the Early Childhood building with passenger side drop off, loop, and come back out the same way. Mr. Keeling added we are working out a gate closing schedule and taking safety measures for patrons of JR Martin Park. After 1-2 years, it will be queued in the parking lot instead of Park Road. This queue will be 3 times per day, and we are still deciding on a timeframe for the road being open. The school estimates 300-350 cars per day. This route will alleviate some congestion on Highway 174 and Main Street, although the first week could be challenging as is usually the case the first week of school. The new JR Martin Park venue will have a large U in the parking lot to help facilitate traffic for the school after construction is completed. This will solve the traffic safety concerns at the park.

City Administrator David Cameron thanked Jared Keeling and Jennafer Mayfield for the work done and their transparency on the ballot measures. Mr. Cameron added what he loves about the way they go about it; they are frugal and will find every square inch to use on that property. A lot of places would just go buy land, but Jared finds a way to utilize all the property for the citizens. Mr. Cameron noted the last sales tax utilization and the additional projects completed leads to the citizens' confidence in this tax. This project will come with \$200,000,000.00 of sewer, water, and transportation infrastructure in that area and is a good opportunity to have others in that area gain infrastructure during our construction.

City Administrator David Cameron added he will talk more about doing design/build projects instead of hiring an architect, then engineer, and construction. This helps capture and provide savings to the community and we are currently using this approach at the Wastewater Treatment Plant.

City Administrator David Cameron notified Council that we will be bringing an engagement letter for Stifel at the next meeting for underwriting for Fire, Economic Development and Parks financing. We utilized them as underwriters for the Wastewater Treatment Plant but must have a separate letter for these projects. Mr. Cameron noted we will have to do the S & P call again.

City Administrator David Cameron thanked staff for the work on the median on US Highway 60, noting it looks fantastic. Mr. Cameron noted he saw about 15 of our lawnmowers out there, adding it is a nasty job. MoDOT didn't have it programmed but gave us permission to do it. Mr. Cameron added the community may not know that staff steps up to do this. The Chamber and other groups also do cleanup along US Highway 60.

City Administrator David Cameron thanked the voters for passing the tax initiative. Mr. Cameron added it is great to see our community showing up to vote. Mr. Cameron thanked Andrew Nelson for not paving on election day.

City Administrator David Cameron noted that the meeting next week was scheduled due to the tax levy timeframe. At that meeting, the wage analysis will be presented to Council as it will be a consideration for the budget. This analysis shows how we compare and keep up with other cities, noting there are a few positions we need to adjust.

City Administrator David Cameron reported we will also bring a Resolution next week to do additional maintenance and microseal of additional streets to continue the momentum made with the recent paving with a subsequent amendment on the budget. Mr. Cameron noted we will be doing the most needed areas and can send the list out in advance if requested. Garrett has been working on these projects.

City Administrator David Cameron reported a repair and maintenance on a pump at Shuyler Lift Station. This was not budgeted but is a repair. Mr. Cameron added we want to remain transparent on what we spend even if it is an emergency.

City Administrator David Cameron congratulated Laura Burbridge for obtaining her Certified Municipal Clerk certification from the International Institute of Municipal Clerks. Mr. Cameron noted the work it took to reach this certification. Mr. Cameron added that the Trust Edge includes a power hour and Laura puts a paper in her window noting it is her power hour, which signals people to not interrupt that time. Mr. Cameron noted that she works hard, stays educated, and grows her skills. Mr. Cameron added she also completed 75 Hard, which he is currently finishing up and has developed a great respect for those who have completed it. Mr. Cameron noted that investing in yourself is a huge win as well as a win for the community.

Council Member Franklin thanked everyone for voting. Mr. Franklin also thanked staff and the citizens for the quick cleanup after the storm, noting it was great to see neighbors helping neighbors.

Council Member Gerke shared he appreciates voters coming out and it was great to see a 70% approval rating.

Mayor Russell reported that on election night in his house, he is constantly refreshing his cell phone. This is not because of nerves because nobody could have worked harder than Jared and Jennafer, but he wanted to see the final results. Mayor Russell thanked them, encouraging them to pat themselves on the back. Mayor Russell also thanked Mr. Keeling for the presentation, which shows they have it well planned, adding that is why the taxes passed. The citizens trusted us with the public safety sales tax and the renewals for Parks. Mayor Russell added peoples' jaws are dropping because you do the work you say you will do. Mayor Russell thanked them for the work, adding he wished he could go out to those projects tomorrow. Mayor Russell added to forgive him in the future as he keeps asking when, noting he has confidence in the staff to pull these projects off.

Adjournment

Mayor Russell adjourned the meeting at 6:45 p.m.

ATTEST:

Laura Burbridge, City Clerk

Matt Russell, Mayor



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-47 A Resolution of the City Council Approving a List of Qualified Professional Furnishing Providers for As Needed Use through December 31, 2024.

Submitted By: Karen Haynes, Assistant BUILDS Administrator

Date: August 23, 2022

Issue Statement

A Resolution to approve a list of Qualified Professional Furnishing Services, as needed, for a period ending December 31, 2024.

Discussion and/or Analysis

The City issued a Request for Qualifications (RFQ) for professional furnishing services in July 2022. A total of two (2) firms submitted qualifications for review; the submittals were reviewed for compliance with the requirements of the RFQ and two (2) were determined to meet these requirements.

The City is requesting the following firms placement on an approved vendor list for professional furnishing services, on an as needed basis, for a period ending December 31, 2024.

The two (2) firms are Grooms Office Environments and Buxton Kubik Dodd Design Collective.

Staff will review both firms for each project and score each on the specific needs of the project; the highest scoring firm will be selected for each project.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL APPROVING A LIST OF QUALIFIED PROFESSIONAL FURNISHING PROVIDERS FOR AS NEEDED USE THROUGH DECEMBER 31, 2024

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 issued a Request for Qualifications (RFQ) for professional furnishing services in July of 2022; and

WHEREAS, the City received submissions from Grooms Office Environments and Buxton Kubik Dodd Design Collective (together, “Firms”), both of which were determined to be qualified bidders meeting the requirements of the City’s RFQ; and

WHEREAS, the City desires to place both Firms on an approved vendor list for providing the City with professional furnishing services, on an as-needed basis, until December 31, 2024; and

WHEREAS, based upon staff recommendations, Council approves a list of qualified professional furnishing services to include Grooms Office Environments and Buxton Kubik Dodd Design Collective for the City’s use on an as-needed basis until December 31, 2024.

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

Section 1: The BUILDS Department Administrator, and/or his/her designee, is hereby authorized to approve an as-needed list for professional furnishing services with the vendors Grooms Office Environments and Buxton Kubik Dodd Design Collective.

Section 2: The City Administrator, and/or his/her designee, is authorized to take the necessary steps to execute this Resolution.

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

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:



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-49 An Ordinance of the City Council Setting the 2022 Property Tax Levies for the City of Republic, Missouri.

Submitted By: Meghin Cook, Finance Director

Date: August 23, 2022

Issue Statement

To approve property tax levies for the year 2022 in accordance with the recommendations from the Missouri State Auditor's Office.

Discussion and/or Analysis

The City of Republic maintains three property tax levies: General, Parks and Recreation, and Street Lighting. The Greene and Christian County Assessors have provided the assessed valuation information to the City and to the State Auditor's Office. The City must establish its rates in accordance with those approved by the State Auditor.

The attached worksheet and supporting documents illustrate the change in assessed valuation, compared to the 2021 tax year.

Per Section 137.073.2, RSMo, when there are changes in assessed valuation, the tax rate ceiling may be revised to produce substantially the same amount of tax revenues as the existing tax rate ceiling would have produced in the prior year. Essentially, the City is not allowed to benefit from revenue resulting from new construction or newly added territory so to remain revenue neutral, the levies are based on existing property in 2021.

Greene County and Christian County officials assess property value, mail property tax statements, and collect and remit property tax funds to Republic. In return, Christian County retains 4% of collections to offset their costs while Greene County retains 3%.



Recommended Property Tax Levies and Estimated Revenues

| Tax Levy Changes | | | |
|-------------------------|------------------|------------------|-------------------|
| Type | 2021 Levy | 2022 Levy | Difference |
| General Operating | 0.4095 | 0.4326 | 0.0231 |
| Parks & Recreation | 0.1104 | 0.1166 | 0.0062 |
| Street Lights | 0.0630 | 0.0666 | 0.0036 |
| Total | 0.5829 | 0.6158 | 0.0329 |

| Tax Levy Revenue Changes | | | |
|---------------------------------|---------------------|---------------------|-------------------|
| Type | 2021 Revenue | 2022 Revenue | Difference |
| General Operating | 946,594.00 | 1,012,614.00 | 66,020.00 |
| Parks & Recreation | 255,091.00 | 272,998.00 | 17,907.00 |
| Street Lights | 145,701.00 | 155,787.00 | 10,086.00 |
| Total | 1,347,386.00 | 1,441,399.00 | 94,013.00 |

Under state law, the tax levy must be set by September 1, or the City can only collect tax sufficient to pay interest and principal on any outstanding bonds.

Recommended Action

Passage of setting of 2022 property tax levies in accordance with the State Auditor’s recommendation of 0.6158 total levy is recommended. The maximum amount to be reflected in the City’s 2023 Annual Budget of \$1,441,339.

**AN ORDINANCE OF THE CITY COUNCIL SETTING THE 2022 PROPERTY TAX LEVIES
FOR 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 Missouri State Auditor’s Office reviews data from local governments and other taxing authorities in the State of Missouri on an annual basis to ensure compliance with state law and to maintain revenue neutrality; and

WHEREAS, based on the data it receives and reviews, the Missouri State Auditor’s Office provides a pro-forma tax rate calculation, which the City utilizes in setting its property tax rate(s) for the applicable year; and

WHEREAS, as required by law, a notice of public hearing for the approval of the City’s proposed 2022 property tax levies was published at least seven (7) days prior to the public hearing; and

WHEREAS, following the public hearing, the City hereby adopts the 2022 property tax levies in accordance with the Missouri State Auditor’s Office pro-forma calculations.

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

Section 1: For the year 2022, there is hereby levied a tax upon each \$100.00 of assessed valuation of real estate within the corporate limits of the City of Republic, Missouri, at the following rates and for the following purposes:

| | |
|--------------------------------|----------------------|
| A. General Revenue Fund | 0.4326 |
| B. Park Fund | 0.1166 |
| C. Street Lighting Fund | 0.0666 |
| | |
| <u>TOTAL</u> | <u>0.6158</u> |

Section 2: On the day following the effective date of the passage of this Ordinance, the levy established herewith shall be certified by the City Clerk and delivered to the County Clerk of Greene County, Missouri and the County Clerk of Christian County, Missouri.

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 _____, 2022.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney



NICOLE GALLOWAY, CPA
Missouri State Auditor

MEMORANDUM

August 05, 2022

TO: 09-039-0005 City of Republic
RE: Setting of 2022 Property Tax Rates

The following are the tax rate computational forms that have been reviewed. Please follow the steps below to complete the process of setting your 2022 Property Tax Rate(s).

1. **Lines G - BB on the Summary Page should be completed** to show the actual tax rate(s) to levy.
2. Please **sign and date the Summary Page**.
3. Please **submit the finalized tax rate forms ready for certification to the County Clerk of each county** that your political subdivision resides in. The County Clerk must also sign the Summary Page and indicate the proposed tax rate to be entered on the tax books before submitting rate(s) to the State Auditor's Office for final review and certification.

If the attached calculation differs from the questionnaire submitted for review, please review the following line items for the reason(s) for the difference.

- **Form A, Line 2b - New Construction & Improvements - Personal Property**

Section 137.073.4, RSMo, states that the aggregate increase in valuation of personal property for the current year over that of the previous year is the equivalent of the new construction and improvements factor for personal property.

- **Form A, Line 5 - Prior Year Assessed Valuation**

If the 2022 questionnaire has a different amount on Form A, Line 5 than was previously submitted, we had to revise the 2021 calculation for this change. The revised 2021 tax rate ceiling is listed on the 2022 Summary Page, Line A. Your primary County Clerk should forward a copy of the revised 2021 calculation; please keep this form for your files.

- **(SCHOOL DISTRICTS ONLY) Form A, Line 14**

We revised the information the school district submitted on Line 14 to the amount computed by the Department of Elementary and Secondary Education (DESE).

If you have any questions about the enclosed forms, please contact the local government section at (573-751-4213.)

Missouri State Auditor's Office
 2022 Tax Rate Assessed Valuation Summary

Political Subdivision - 09-039-0005 City of Republic

| | | Current Assessed Valuation | | | New Construction and Improvements Real Estate | Newly Added Territory | Newly Separated Territory | Property Changed from Local to State Assessed |
|-----------------------|---------------|----------------------------|----------------------|--------------------|---|--------------------------|------------------------------|---|
| Purpose | County | Real Property | Personal Property | Total | | | | |
| 01 General Revenue | 022 Christian | 3,808,264 | 0 | 3,808,264 | 250,730 | 0 | 0 | 0 |
| 01 General Revenue | 039 Greene | 273,827,264 | 0 | 273,827,264 | 43,060,970 | 265,860 | 0 | 0 |
| | Total | 277,635,528 | 0 | 277,635,528 | 43,311,700 | 265,860 | 0 | 0 |
| 02 Parks & Recreation | 022 Christian | 3,808,264 | 0 | 3,808,264 | 250,730 | 0 | 0 | 0 |
| 02 Parks & Recreation | 039 Greene | 273,827,264 | 0 | 273,827,264 | 43,060,970 | 265,860 | 0 | 0 |
| | Total | 277,635,528 | 0 | 277,635,528 | 43,311,700 | 265,860 | 0 | 0 |
| 04 Lights | 022 Christian | 3,808,264 | 0 | 3,808,264 | 250,730 | 0 | 0 | 0 |
| 04 Lights | 039 Greene | 273,827,264 | 0 | 273,827,264 | 43,060,970 | 265,860 | 0 | 0 |
| | Total | 277,635,528 | 0 | 277,635,528 | 43,311,700 | 265,860 | 0 | 0 |



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/ Item 3. (2022)

Summary Page

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic 09-039-0005 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

- A. Prior year tax rate ceiling as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year... 0.4095
B. Current year rate computed pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18) 0.4326
C. Amount of rate increase authorized by voters for current year if same purpose. (Form B, Line 7)
D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C) 0.4326
E. Maximum authorized levy the most recent voter approved rate 0.9000
F. Current year tax rate ceiling maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E) 0.4326
G1. Less required sales tax reduction taken from tax rate ceiling (Line F), if applicable
G2. Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies) taken from tax rate ceiling (Line F)
H. Less voluntary reduction by political subdivision taken from the tax rate ceiling (Line F) WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.
I. Plus allowable recoupment rate added to tax rate ceiling (Line F) If applicable, attach Form G or H.
J. Tax rate to be levied (Line F - Line G1 - Line G2 - Line H + Line I)
AA. Rate to be levied for debt service, if applicable (Form C, Line 10)
BB. Additional special purpose rate authorized by voters after the prior year tax rates were set. (Form B, Line 7 if a different purpose)

Certification

I, the undersigned, (Office) of (Political Subdivision) levying a rate in (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

Form with fields for Date, Signature, Print Name, and Telephone.

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J AA BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

Form with fields for Date, County Clerk's Signature, County, and Telephone.



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/ Item 3. (2022)

Form A

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic 09-039-0005 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2022) Current year assessed valuation

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a) 277,635,528 (Real Estate) + (b) 0 (Personal Property) = 277,635,528 (Total)

2. Assessed valuation of new construction & improvements

2(a) - Obtained from the county clerk or county assessor
2(b) - increase in personal property, use the formula listed under Line 2(b)

(a) 43,311,700 (Real Estate) + (b) 0 (Personal Property) = 43,311,700 (Total)
Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b)
If Line 2b is negative, enter zero

3. Assessed value of newly added territory obtained from the county clerk or county assessor

(a) 265,860 (Real Estate) + (b) 0 (Personal Property) = 265,860 (Total)

4. Adjusted current year assessed valuation (Line 1 total - Line 2 total - Line 3 total)

234,057,968

5. (2021) Prior year assessed valuation

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a) 247,280,626 (Real Estate) + (b) 0 (Personal Property) = 247,280,626 (Total)

6. Assessed value of newly separated territory obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

7. Assessed value of property locally assessed in prior year, but state assessed in current year obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

8. Adjusted prior year assessed valuation (Line 5 total - Line 6 total - Line 7 total)

247,280,626



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/ Item 3. (2022)

Form A

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic 09-039-0005 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

Table with 2 columns: Description and Rate. Rows include: 9. Percentage increase in adjusted valuation... -5.3472%; 10. Increase in Consumer Price Index (CPI)... 7.0000%; 11. Adjusted prior year assessed valuation... 247,280,626; 12. (2021) Tax rate ceiling from prior year... 0.4095; 13. Maximum prior year adjusted revenue... 1,012,614; 14. Permitted reassessment revenue growth... 0.0000%; 15. Additional revenue permitted... 0; 16. Total revenue permitted in current year... 1,012,614; 17. Adjusted current year assessed valuation... 234,057,968; 18. Maximum tax rate permitted by Article X... 0.4326

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/ Item 3. (2022)

Summary Page

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic 09-039-0005 Parks & Recreation
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

- A. Prior year tax rate ceiling as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year (Prior year Summary Page, Line F minus Line H in odd numbered year or prior year Summary Page, Line F in even numbered year) 0.1104
B. Current year rate computed pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18) 0.1166
C. Amount of rate increase authorized by voters for current year if same purpose. (Form B, Line 7)
D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C) 0.1166
E. Maximum authorized levy the most recent voter approved rate 0.2000
F. Current year tax rate ceiling maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E) 0.1166
G1. Less required sales tax reduction taken from tax rate ceiling (Line F), if applicable
G2. Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies) taken from tax rate ceiling (Line F)
H. Less voluntary reduction by political subdivision taken from the tax rate ceiling (Line F) WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.
I. Plus allowable recoupment rate added to tax rate ceiling (Line F) If applicable, attach Form G or H.
J. Tax rate to be levied (Line F - Line G1 - Line G2 - Line H + Line I)
AA. Rate to be levied for debt service, if applicable (Form C, Line 10)
BB. Additional special purpose rate authorized by voters after the prior year tax rates were set. (Form B, Line 7 if a different purpose)

Certification

I, the undersigned, (Office) of (Political Subdivision) levying a rate in (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

Form with fields for Date, Signature, Print Name, and Telephone.

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J AA BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

Form with fields for Date, County Clerk's Signature, County, and Telephone.



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/ Item 3. (2022)

Form A

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic 09-039-0005 Parks & Recreation
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2022) Current year assessed valuation

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a) 277,635,528 (Real Estate) + (b) 0 (Personal Property) = 277,635,528 (Total)

2. Assessed valuation of new construction & improvements

2(a) - Obtained from the county clerk or county assessor

2(b) - increase in personal property, use the formula listed under Line 2(b)

(a) 43,311,700 (Real Estate) + (b) 0 (Personal Property) = 43,311,700 (Total)
Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b)
If Line 2b is negative, enter zero

3. Assessed value of newly added territory

obtained from the county clerk or county assessor

(a) 265,860 (Real Estate) + (b) 0 (Personal Property) = 265,860 (Total)

4. Adjusted current year assessed valuation

(Line 1 total - Line 2 total - Line 3 total)

234,057,968

5. (2021) Prior year assessed valuation

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a) 247,280,626 (Real Estate) + (b) 0 (Personal Property) = 247,280,626 (Total)

6. Assessed value of newly separated territory

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

7. Assessed value of property locally assessed in prior year, but state assessed in current year

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

8. Adjusted prior year assessed valuation

(Line 5 total - Line 6 total - Line 7 total)

247,280,626



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/ Item 3. (2022)

Form A

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic 09-039-0005 Parks & Recreation
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

Table with 2 columns: Description and Rate. Rows include: 9. Percentage increase in adjusted valuation... (-5.3472%), 10. Increase in Consumer Price Index (CPI)... (7.0000%), 11. Adjusted prior year assessed valuation... (247,280,626), 12. (2021) Tax rate ceiling from prior year... (0.1104), 13. Maximum prior year adjusted revenue... (272,998), 14. Permitted reassessment revenue growth... (0.0000%), 15. Additional revenue permitted... (0), 16. Total revenue permitted in current year... (272,998), 17. Adjusted current year assessed valuation... (234,057,968), 18. Maximum tax rate permitted by Article X... (0.1166)

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/ Item 3. (2022)

Summary Page

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic 09-039-0005 Lights
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

- A. Prior year tax rate ceiling as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year (Prior year Summary Page, Line F minus Line H in odd numbered year or prior year Summary Page, Line F in even numbered year) 0.0630
B. Current year rate computed pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18) 0.0666
C. Amount of rate increase authorized by voters for current year if same purpose. (Form B, Line 7)
D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C) 0.0666
E. Maximum authorized levy the most recent voter approved rate 0.1000
F. Current year tax rate ceiling maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E) 0.0666
G1. Less required sales tax reduction taken from tax rate ceiling (Line F), if applicable
G2. Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies) taken from tax rate ceiling (Line F)
H. Less voluntary reduction by political subdivision taken from the tax rate ceiling (Line F) WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.
I. Plus allowable recoupment rate added to tax rate ceiling (Line F) If applicable, attach Form G or H.
J. Tax rate to be levied (Line F - Line G1 - Line G2 - Line H + Line I)
AA. Rate to be levied for debt service, if applicable (Form C, Line 10)
BB. Additional special purpose rate authorized by voters after the prior year tax rates were set. (Form B, Line 7 if a different purpose)

Certification

I, the undersigned, (Office) of (Political Subdivision) levying a rate in (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

(Date) (Signature) (Print Name) (Telephone)

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J AA BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

(Date) (County Clerk's Signature) (County) (Telephone)



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/ Item 3. (2022)

Form A

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic 09-039-0005 Lights
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2022) Current year assessed valuation

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a) 277,635,528 (Real Estate) + (b) 0 (Personal Property) = 277,635,528 (Total)

2. Assessed valuation of new construction & improvements

2(a) - Obtained from the county clerk or county assessor

2(b) - increase in personal property, use the formula listed under Line 2(b)

(a) 43,311,700 (Real Estate) + (b) 0 (Personal Property) = 43,311,700 (Total)
Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b)
If Line 2b is negative, enter zero

3. Assessed value of newly added territory

obtained from the county clerk or county assessor

(a) 265,860 (Real Estate) + (b) 0 (Personal Property) = 265,860 (Total)

4. Adjusted current year assessed valuation

(Line 1 total - Line 2 total - Line 3 total)

234,057,968

5. (2021) Prior year assessed valuation

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a) 247,280,626 (Real Estate) + (b) 0 (Personal Property) = 247,280,626 (Total)

6. Assessed value of newly separated territory

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

7. Assessed value of property locally assessed in prior year, but state assessed in current year

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

8. Adjusted prior year assessed valuation

(Line 5 total - Line 6 total - Line 7 total)

247,280,626



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/ Item 3. (2022)

Form A

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic 09-039-0005 Lights
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

Table with 2 columns: Description and Value. Rows include: 9. Percentage increase in adjusted valuation... -5.3472%; 10. Increase in Consumer Price Index (CPI)... 7.0000%; 11. Adjusted prior year assessed valuation... 247,280,626; 12. (2021) Tax rate ceiling from prior year... 0.0630; 13. Maximum prior year adjusted revenue... 155,787; 14. Permitted reassessment revenue growth... 0.0000%; 15. Additional revenue permitted... 0; 16. Total revenue permitted in current year... 155,787; 17. Adjusted current year assessed valuation... 234,057,968; 18. Maximum tax rate permitted by Article X... 0.0666

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/5 Item 3.

Informational Data

(2022)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

| | | |
|-------------------------------|----------------------------|-----------------|
| City of Republic | 09-039-0005 | General Revenue |
| Name of Political Subdivision | Political Subdivision Code | Purpose of Levy |

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s). The information on this page should not be used in the current year unless the taxing authority wishes to reverse any voluntary reduction(s) taken in prior even numbered year(s) and follows the following steps in an even numbered year.

- Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.
- Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken

Informational Summary Page

| | |
|--|--------|
| A. Prior year tax rate ceiling (Prior year Informational Summary Page, Line F) | 0.4095 |
| B. Current year rate computed (Informational Form A, Line 18 below) | 0.4326 |
| C. Amount of increase authorized by voters for current year (Informational Form B, Line 7 below) | |
| D. Rate to compare to maximum authorized levy (Line B if no election, otherwise Line C) | 0.4326 |
| E. Maximum authorized levy most recent voter approved rate | 0.9000 |
| F. Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year (Lower of Line D or E) | 0.4326 |

Informational Form A

| | |
|---|-------------|
| 9. Percentage increase in adjusted valuation (Form A, Line 4 - Line 8 / Line 8 x 100) | -5.3472% |
| 10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission | 7.0000% |
| 11. Adjusted prior year assessed valuation (Form A, Line 8) | 247,280,626 |
| 12. (2021) Tax rate ceiling from prior year (Informational Summary Page, Line A from above) | 0.4095 |
| 13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12 / 100) | 1,012,614 |
| 14. Permitted reassessment revenue growth The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0, nor more than 5%. | 0.0000% |
| 15. Additional reassessment revenue permitted (Line 13 x Line 14) | 0 |
| 16. Total revenue permitted in current year from property that existed in both years (Line 13 + Line 15) | 1,012,614 |
| 17. Adjusted current year assessed valuation (Form A, Line 4) | 234,057,968 |
| 18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo, if no voluntary reduction was taken (Line 16 / Line 17 x 100) | 0.4326 |

Informational Form B

| | |
|---|--|
| 6. Prior year tax rate ceiling to apply voter approved increase to (Informational Summary Page, Line A if increase to an existing rate, otherwise 0) | |
| 7. Voter approved increased tax rate to adjust (If an "increase of/by" ballot, Form B, Line 5a + Line 6, if an "increase to" ballot, Form B, Line 5b) | |



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/5 Item 3.

Informational Data

(2022)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

| | | |
|-------------------------------|----------------------------|--------------------|
| City of Republic | 09-039-0005 | Parks & Recreation |
| Name of Political Subdivision | Political Subdivision Code | Purpose of Levy |

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s). The information on this page should not be used in the current year unless the taxing authority wishes to reverse any voluntary reduction(s) taken in prior even numbered year(s) and follows the following steps in an even numbered year.

- Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.
- Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken

Informational Summary Page

| | |
|--|--------|
| A. Prior year tax rate ceiling (Prior year Informational Summary Page, Line F) | 0.1104 |
| B. Current year rate computed (Informational Form A, Line 18 below) | 0.1166 |
| C. Amount of increase authorized by voters for current year (Informational Form B, Line 7 below) | |
| D. Rate to compare to maximum authorized levy (Line B if no election, otherwise Line C) | 0.1166 |
| E. Maximum authorized levy most recent voter approved rate | 0.2000 |
| F. Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year (Lower of Line D or E) | 0.1166 |

Informational Form A

| | |
|---|-------------|
| 9. Percentage increase in adjusted valuation (Form A, Line 4 - Line 8 / Line 8 x 100) | -5.3472% |
| 10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission | 7.0000% |
| 11. Adjusted prior year assessed valuation (Form A, Line 8) | 247,280,626 |
| 12. (2021) Tax rate ceiling from prior year (Informational Summary Page, Line A from above) | 0.1104 |
| 13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12 / 100) | 272,998 |
| 14. Permitted reassessment revenue growth The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0, nor more than 5%. | 0.0000% |
| 15. Additional reassessment revenue permitted (Line 13 x Line 14) | 0 |
| 16. Total revenue permitted in current year from property that existed in both years (Line 13 + Line 15) | 272,998 |
| 17. Adjusted current year assessed valuation (Form A, Line 4) | 234,057,968 |
| 18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo, if no voluntary reduction was taken (Line 16 / Line 17 x 100) | 0.1166 |

Informational Form B

| | |
|---|--|
| 6. Prior year tax rate ceiling to apply voter approved increase to (Informational Summary Page, Line A if increase to an existing rate, otherwise 0) | |
| 7. Voter approved increased tax rate to adjust (If an "increase of/by" ballot, Form B, Line 5a + Line 6, if an "increase to" ballot, Form B, Line 5b) | |



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/5 Item 3.

Informational Data

(2022)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

| | | |
|-------------------------------|----------------------------|-----------------|
| City of Republic | 09-039-0005 | Lights |
| Name of Political Subdivision | Political Subdivision Code | Purpose of Levy |

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s). The information on this page should not be used in the current year unless the taxing authority wishes to reverse any voluntary reduction(s) taken in prior even numbered year(s) and follows the following steps in an even numbered year.

- Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.
- Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken

Informational Summary Page

| | |
|--|--------|
| A. Prior year tax rate ceiling (Prior year Informational Summary Page, Line F) | 0.0630 |
| B. Current year rate computed (Informational Form A, Line 18 below) | 0.0666 |
| C. Amount of increase authorized by voters for current year (Informational Form B, Line 7 below) | |
| D. Rate to compare to maximum authorized levy (Line B if no election, otherwise Line C) | 0.0666 |
| E. Maximum authorized levy most recent voter approved rate | 0.1000 |
| F. Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year (Lower of Line D or E) | 0.0666 |

Informational Form A

| | |
|---|-------------|
| 9. Percentage increase in adjusted valuation (Form A, Line 4 - Line 8 / Line 8 x 100) | -5.3472% |
| 10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission | 7.0000% |
| 11. Adjusted prior year assessed valuation (Form A, Line 8) | 247,280,626 |
| 12. (2021) Tax rate ceiling from prior year (Informational Summary Page, Line A from above) | 0.0630 |
| 13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12 / 100) | 155,787 |
| 14. Permitted reassessment revenue growth The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0, nor more than 5%. | 0.0000% |
| 15. Additional reassessment revenue permitted (Line 13 x Line 14) | 0 |
| 16. Total revenue permitted in current year from property that existed in both years (Line 13 + Line 15) | 155,787 |
| 17. Adjusted current year assessed valuation (Form A, Line 4) | 234,057,968 |
| 18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo, if no voluntary reduction was taken (Line 16 / Line 17 x 100) | 0.0666 |

Informational Form B

| | |
|---|--|
| 6. Prior year tax rate ceiling to apply voter approved increase to (Informational Summary Page, Line A if increase to an existing rate, otherwise 0) | |
| 7. Voter approved increased tax rate to adjust (If an "increase of/by" ballot, Form B, Line 5a + Line 6, if an "increase to" ballot, Form B, Line 5b) | |

KAY BROWN

Item 3.



100 W. CHURCH ROOM 304 • OZARK, MO 65721
Phone: 417-582-4340 • Fax: 417-581-8331
kaybrown@christiancountymo.gov

AUGUST 1, 2022

REPUBLIC CITY

The following valuations of your district are furnished for your information. These are your assessed valuations for the 2022 year; real estate by class, personal and Railroad and Utility as amended by the Board of Equalization which adjourned on the 31st day of July, 2022.

Real Estate County Valuations By Category: Residential 3,586,150 Agricultural 350 Commercial 181,570 Real Estate County Total 3,768,070

Real Estate State & Local RR/Utility Valuations: Local RR/Utility 0 State RR/Utility 0 Real Estate RR/Utility Total 0 GRAND TOTAL REAL ESTATE PROPERTY 3,768,070

Personal Property Valuations: County Personal 718,540 Local RR/Utility 0 State RR/Utility 0 GRAND TOTAL PERSONAL PROPERTY 718,540 GRAND TOTAL PROPERTY VALUATION 4,486,610

The new construction real property amount included in the Real Estate Property total above is: 250,730

Sincerely, Kay Brown



County of **GREENE** State of Missouri

GREENE COUNTY COURTHOUSE
 940 N BOONVILLE ROOM 113
 SPRINGFIELD, MO 65802
 (417) 868-4055

SHANE SCHOELLER
 COUNTY CLERK

NOTICE OF 2022
AGGREGATE ASSESSED VALUATION
 August 4, 2022

Per RSMo.137.245.3, I, Shane Schoeller, Greene County Clerk, do hereby certify that the following is the aggregate assessed valuation of the City of Republic in Greene County, Missouri, for the year 2022 as shown on the assessment lists on May 31, 2022 plus railroad and utility valuations as reported by the State Tax Commission.

| | | |
|--|-----------|--------------------|
| 1. Real Estate - Residential | \$ | 183,766,000 |
| 2. Real Estate - Agricultural | | 538,830 |
| 3. Real Estate - Commercial | | 83,315,550 |
| 4. Real Estate - Commercial/Local RRU | | 1,595,565 |
| 5. Real Estate - Commercial/State RRU | | 4,611,319 |
| 6. Personal Property | | 76,962,770 |
| 7. Personal Property - Local RRU | | 262,889 |
| 8. Personal Property - State RRU | | 870,907 |
| Total | \$ | 351,923,830 |

Real Estate - New Construction Value \$ 43,060,970

Tax Increment Financing (TIF) District Value 0

Newly Added Territory \$ 265,860

Newly Separated Territory

Property Changed from Local to State - Real Estate

Property Changed from Local to State - Personal Property

This information is transmitted to you in compliance with R.S.Mo. § 67.110, which requires that notice be given and public hearings held before tax rates are set.



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-50 An Ordinance of the City Council Establishing a Procedure for Disclosing Potential Conflicts of Interest and Substantial Interests for Certain Officials.

Submitted By: Megan McCullough, City Attorney

Date: August 23, 2022

Issue Statement

To re-adopt the procedures for disclosing potential conflicts of interest and substantial interests for certain officials as required by the Missouri Ethics Commission.

Discussion and/or Analysis

In 2020, the City re-adopted the procedures for disclosing potential conflicts of interest and substantial interests for certain officials. If the city's annual budget is over one million dollars, the City is required to re-adopt a conflict of interest ordinance every two (2) years before the September 15, 2022 deadline established by the Missouri Ethics Commission. Once approved, the ordinance must be forwarded to the Missouri Ethics Commission within ten (10) days of passage for it to go into effect. All elected, appointed and decision-making personnel and candidates would be required to file a Financial Interest Statement for Political Subdivisions if any transactions occurred in the previous calendar year that would be considered a conflict of interest as per this ordinance and State Statute. If this ordinance is not re-adopted, all elected, appointed, and decision-making personnel, and candidates would be required to file a Personal Financial Disclosure Statement (long form).

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL ESTABLISHING THE PROCEDURE FOR DISCLOSING POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS

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, if the City’s annual budget is over one million dollars (\$1M), the City is required to re-adopt a conflict of interest ordinance every two (2) years prior to the Missouri Ethics Commission’s annual deadline of September 15th; and

WHEREAS, the City last adopted a conflict of interest ordinance on August 18, 2020, in Bill No. 20-27; and

WHEREAS, after the ordinance is approved, in order for it to go into full effect, the ordinance must be forwarded to the Missouri Ethics Commission within ten (10) days of passage by the City.

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

Section 1: **Declaration of Policy:** The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

Section 2: **Conflicts of Interest:**

- a. All elected and appointed officials, as well as employees of a political subdivision, must comply with Section 105.454 of Missouri Revised Statutes on conflicts of interest as well as any other state law governing official conduct.
- b. Any member of the governing body of a political subdivision who has a “substantial or private interest” in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the secretary or clerk of such body and such disclosure shall be recorded in the appropriate journal of the governing body. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of: (1) ten percent (10%) or more of any business entity; or (2) an interest having a value of \$10,000.00 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000.00 or more, per year

from any individual, partnership, organization, or association within any calendar year.

Section 3: **Disclosure Reports:** Each elected official, candidate for elective office, the chief administrative officer, the chief purchasing officer, and the full-time general counsel shall disclose the following information by May 1, or the appropriate deadline as referenced in Section 105.487 RSMo., if any such transactions occurred during the previous calendar year.

- a. For such person, and all persons within the first degree of consanguinity of affinity of such person, the date and the identities of the parties to each transaction with total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision.
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
- c. The chief administrative officer, chief purchasing officer, and candidates for either of these positions also shall disclose by May 1, or the appropriate deadline as referenced in Section 105.487, RSMo., the following information for the previous calendar year:
 - i. The name and address of each employer(s) of such person from whom income of one thousand dollars (\$1,000) or more was received during the year covered by the statement;
 - ii. The name and address of each sole proprietorship that such person owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which such person was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent (10%) or more of any class of outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or

automated quotation system in which the person owned two percent (2%) or more of any class or outstanding stock, limited partnership units or other equity interests;

- iii. The name and address of each corporation for which such person served in the capacity of a director, officer, or receiver.

Section 4: **Filing of Reports:**

- a. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;
 - i. Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement;
 - ii. Each person appointed to office, shall file the statement within thirty (30) days of such appointment or employment covering the calendar year ending the previous December 31;
 - iii. Every candidate required to file a personal financial disclosure statement shall file no later than fourteen days after the close of filing at which the candidate seeks nomination or election or nomination by caucus. The time period of this statement shall cover the twelve months prior to the closing date of filing for candidacy.
- b. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 5: **Filing of Ordinance:** A certified copy of this ordinance, adopted prior to September 15th, shall be sent within ten (10) days of its adoption to the Missouri Ethics Commission.

Section 6: **Effective Date:** This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect to the next filing period as required.


PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

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: 22-R-48 A Resolution of the City Council Awarding the Bid for the Replacement of HVAC Units at the Republic Fire Department and Police Department Facilities to Garrison Heating & Air LLC.

Submitted By: Jared Keeling, Parks & Recreation Director

Date: Tuesday, August 23, 2022

Issue Statement

A resolution to award the bid for the replacement of multiple HVAC units at the Republic Police Department and Republic Fire Department Facilities.

Discussion and/or Analysis

As part of the COVID-19 relief funds received through the American Rescue Plan Act (ARPA), City Council voted to earmark \$300,000 to the Republic Fire department and Republic Police Department for HVAC replacement, PPE, and ADA compliance.

Sealed bids were solicited for the supply and installation of the desired HVAC units (10 at RPD and 5 at each RFD facility). A summary of the bids can be seen below.

| COMPANY | BASE BID | ALT 1 | ALT 2 | ALT 3 | ALT 4 | ALT 5 | TOTAL |
|--------------------------|---------------|--------------|-------------|--------------|-------------|-------------|----------------------|
| Garrison Heating and Air | \$ 226,500.40 | \$ 4,860.00 | \$ 1,900.80 | \$ 3,888.00 | \$ 540.00 | \$ 270.00 | \$ 237,959.20 |
| Mechanical Services Inc | \$ 310,669.00 | \$ 12,900.00 | \$ 6,950.00 | \$ 12,900.00 | \$ 1,900.00 | \$ 1,900.00 | \$ 347,219.00 |
| Poindexter Mechanical | \$ 274,854.00 | \$ 25,000.00 | \$ 9,500.00 | \$ 25,000.00 | \$ 2,000.00 | \$ 1,750.00 | \$ 338,104.00 |

Recommended Action

Staff recommends awarding the bid for the replacement of HVAC units at the Republic Police Department and Republic Fire Department facilities to Garrison Heating and Air in the amount of \$237,959.20.

RESOLUTION NO. 22-R-48

A RESOLUTION OF THE CITY COUNCIL AWARDING THE BID FOR REPLACEMENT OF HVAC UNITS AT THE REPUBLIC FIRE DEPARTMENT AND POLICE DEPARTMENT FACILITIES TO GARRISON HEATING & AIR LLC

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, through the American Rescue Plan Act (“ARPA”), the City received certain relief funds related to the COVID-19 pandemic, and City Council voted to earmark \$300,000 of those funds to the Republic Fire Department (RFD) and Republic Police Department (RPD) for, among other items, replacement of the HVAC units in their respective facilities; and

WHEREAS, the City solicited sealed bids for the supply and installation of ten (10) HVAC units at RPD and five (5) HVAC units at RFD Station #1 and RFD Station #2 (collectively the “Project”); and

WHEREAS, three bids were received in response to the City’s solicitation; and

WHEREAS, after hearing presentation and recommendations by City staff, the City Council desires to accept the bid submitted by Garrison Heating & Air LLC, 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 \$237,959.20.

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

- Section 1. The submitted bid from Garrison Heating & Air LLC, attached as “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 \$300,000 without separate 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 _____, 2022.

Attest:

Matt Russell, Mayor

RESOLUTION NO. 22-R-48

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



City of Republic - Invitation for Bid

Police & Fire Facilities – HVAC Replacement II

SEALED BIDS MUST BE PHYSICALLY RECEIVED AT REPUBLIC CITY HALL PRIOR TO 2:00 p.m. on Wednesday, August 3rd, 2022. Bids will be opened by the City Clerk at City Hall on August 3rd, 2022 at @2:00 p.m.

BIDS SHOULD BE ADDRESSED AS FOLLOWS:

**City of Republic
c/o City Clerk, Laura Burbridge
213 N. Main Avenue
Republic, MO 65738**

Bids must be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the bidder.

- Bids shall be submitted with the Invitation for Bid (IFB) project name **(Police & Fire Facilities – HVAC Replacement II)** clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time will be rejected. FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.
- The attached Terms and Conditions shall be part of any purchase order resulting from this bid.
- 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.
- Bids will be taken to City Council for approval on August 16, 2022. Notice to proceed shall follow immediately upon and following approval granted by City Council.

DESCRIPTION

This Invitation for Bid (IFB) is for the proposed removal and replacement of the majority of the existing HVAC units at the Republic Police Department facility and at Republic Fire Stations #1 and #2. Vendor shall provide and install new HVAC units/systems of the same type, same output and equipped the same as the existing units at the locations as listed below. The existing line sets are to be cleaned and reused. Cooling units must be a minimum of 14 SEER. Gas furnaces to be a minimum of 95% efficient.

INQUIRIES

All inquiries for information should be directed to:

Wayne Hawkins

(417) 732-3567

whawkins@republicmo.com

It is the City's intent that this Invitation for Bid promotes competitive bidding. To the extent any language, requirements, terms and/or requests contained within this Invitation for Bid results in the elimination of all but one source for bidding, such restriction and/or limitation is merely an unintentional error. In the event of such error, the Vendor(s) must notify the City of the error, in writing, no later than three (3) days prior to the bid opening day. Upon receipt of any such notice from the Vendor(s), the City will take reasonable efforts to correct the error and resubmit the Invitation for Bid once corrected. Such notification must be submitted in writing and must be received by the City contact listed above not later than three (3) days prior to the bid opening day.

INSTRUCTION TO BIDDERS

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 **Wednesday, August 3rd, 2022, at 2:00 p.m.** All bidders and/or their authorized representative(s) are invited 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.
- If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to Republic City Hall.
 - Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected.
 - Arrangements may be made for their return at the bidder’s request and expense.
 - 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.
 - 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).
- Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page.
 - The signer shall have the authority to bind the bidder to the submitted Bid.
 - Failure to properly sign the Bid form shall invalidate same, and it shall not be considered forward.
04. **Corrections:** No erasures are permitted.
- If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it.
 - Corrections must be initialed by the person signing the Bid.
05. **Clarification and Addenda:** Each bidder is 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.
- 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).
 - The City of Republic shall not be responsible for verbal interpretations or other information given by any individual purporting to be employed by or otherwise representing the City.
 - The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.
 - It shall be the responsibility of each 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. **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 duly accepted by the City.

08. **Responsive and Responsible Bidder:** To be responsive, 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.
09. **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 statement, verification of availability of equipment and personnel, and past performance records.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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:
- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
 - b. 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.
 - c. 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.
 - d. 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 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.

15. **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.
16. **Liability and Indemnity:**
- a. 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.
 - b. 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.
 - c. 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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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 i

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.
23. **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).
24. **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.
25. **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.
26. **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.
27. **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.
28. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
29. **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 material irregularity or technicality in Bids received.

30. **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.
31. **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.
32. **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.
33. **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.
34. **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.
35. **Prevailing Wage** – If the proposed project is valued at more than \$75,000, the successful bidder shall comply with applicable state provisions concerning the payment of prevailing wages on public works projects. Accordingly, all workers performing work under the City Contractor Agreement shall be paid not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of the State of Missouri (or "MoDOLIR").

36. **Insurance Requirements:** Without limiting any of the other obligations or liabilities of the successful bidder, the successful bidder shall secure and maintain at its own cost and expense, throughout the duration of any contract awarded under this IFB and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. At a minimum, proof of Workers Compensation, Liability, and Automobile Liability insurance shall be presented. Regardless of such approval, it shall be the responsibility of the contractor to maintain reasonably adequate insurance coverage at all times during the term of any contract awarded under this IFB. Failure of the successful bidder to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under such contracts. The limits of liability insurance shall be as established annually and published by the Secretary of State in the Missouri Registry. For this project, the required insurance amounts shall be: Workers' Compensation - Statutory coverage per RSMo. 287.010 et seq; Employer's Liability - \$1,000,000.00; Commercial General Liability Insurance - \$2,804,046 for all claims arising out of a single accident or occurrence and \$420,606 for any one person in a single accident or occurrence; Automobile Liability Insurance - covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of \$2,804,046 for all claims arising out of a single accident or occurrence and \$420,606 for any one person in a single accident or occurrence.
37. **Performance Bond and Labor & Materials Payment Bond:** Pursuant to Section 107.170, RSMo., if 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. **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.
39. **Bid Tabulation:** Bidders may request a copy of the bid tabulation of the IFB.
40. **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.
41. **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.
42. **Order of Precedence:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.
43. **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.
44. **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.

45. **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.
46. **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.**
47. **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.
48. **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.
49. **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.

BID SPECIFICATIONS

Vendor shall provide and install new HVAC units/systems of the same type, same output and equipped the same as the existing units at the locations as listed below. The existing line sets are to be cleaned and reused. Cooling units must be a minimum of 14 SEER. Gas furnaces to be a minimum of 95% efficient. Fire Stations #1 and #2 are working fire stations with staff living and responding to calls daily at the facilities. The HVAC unit replacement in the sleeping quarters and the day rooms will occur in one day so that the staff has air conditioning or heat if needed based on the weather conditions. Please consult with the Fire Chief on the replacement of these units. Also, a unit replacement schedule shall be developed, reviewed, and approved by the Fire Chief to ensure the work conducted has as little interruption as possible on the daily operations. Notice to Proceed would occur upon contract execution. Substantial completion will be agreed upon by the City and the selected vendor contingent upon product availability. It is the desire of the City of Republic to have this work completed by no later than the end of October.

BASE BID

Republic Police Department, 540 Civic Blvd.

- (4) new 7.5-ton rooftop package units with economizers, hail guards, curb adaptors, thermostats, and smoke detectors. Bid to include crane service, removal and disposal of existing units, reconnecting to existing gas, electric, ductwork, drains, and start-up. All other materials needed to satisfactorily install systems and jobsite clean-up to be included.
- (1) new 5-ton rooftop package unit with economizer, hail guard, curb adaptor, thermostat, and smoke detectors. Bid to include crane service, removal and disposal of existing unit, reconnecting to existing gas, electric, ductwork, drain, and start-up. All other materials needed to satisfactorily install system and jobsite clean-up to be included.
- (1) new 3-ton rooftop package unit with economizer, hail guard, curb adaptor, thermostat, and smoke detectors. Bid to include crane service, removal and disposal of existing unit, reconnecting to existing gas, electric, ductwork, drain, and start-up. All other materials needed to satisfactorily install system and jobsite clean-up to be included.
- (4) new HVAC split systems (replacing units #1, #2, #3, and #4). Remove and dispose of existing units. Installation to include new furnaces/electric heaters, condensing units, evaporator coils, pads, stats, and start-up. Installation to include crane service, reconnecting to existing gas, electric, ductwork, and drains. All other materials needed to satisfactorily install systems and jobsite clean-up to be included.

Republic Fire Station #1, 701 US Hwy 60

- (5) new HVAC systems – Remove and dispose of existing systems. Install new high efficiency 95% gas furnaces with split air conditioning units. Installation to include new furnaces, condensing units, evaporator coils, pads, thermostats, and start-up. All other materials needed to satisfactorily install systems and jobsite clean-up to be included.

Republic Fire Station #2, 3425 E. Sawyer Road

- (5) new HVAC systems-Remove and dispose of existing systems. Install new high efficiency 95% gas furnaces with split air conditioning units. Installation to include new furnaces, condensing units, evaporator coils, pads, thermostats, and start-up. All other materials needed to satisfactorily install system and jobsite clean-up to be included.

ALTERNATE # 1

Republic Police Department, 540 Civic Blvd.

- Provide and install (1) UV-C light fixture in the return duct and (1) UV-C light fixture above the evaporator coil of each unit. Light fixtures to be of proper size and output for each HVAC unit and have a separate dedicated transformer installed to serve the fixtures. UV-C fixtures must have either a light to indicate bulb is operating or a sight hole must be installed to view bulb operation.

ALTERNATE # 2**Republic Fire Station #1, 701 US Hwy 60****Republic Fire Station # 2, 3425 E. Sawyer Road**

- Convert/replace filter boxes of all units to accommodate 4" filters at both facilities.

ALTERNATE # 3**Republic Fire Station #1, 701 US Hwy 60****Republic Fire Station # 2, 3425 E. Sawyer Road**

- Provide and install (1) UV-C light fixture in the return duct and (1) UV-C light fixture above the evaporator coil of each unit at both facilities. Light fixtures to be of proper size and output for each HVAC unit and have a separate dedicated transformer installed to serve the fixtures. UV-C fixtures must have either a light to indicate bulb is operating or a sight hole must be installed to view bulb operation.

ALTERNATE # 4**Republic Fire Station #1, 701 US Hwy 60**

- Test and balance **Front Lobby Men's Bathroom and Men's Bunkroom Bathroom**. Both areas are very cold in winter.

ALTERNATE # 5**Republic Fire Station # 2, 3425 E. Sawyer Road**

- Test and balance **Gear Storage Room**. Room gets extremely cold in winter.

***Each bidder shall include an attachment to the bid submission form outlining the following:**

- **Brand of Units**
- **Seer Rating/Efficiency of Each Unit**
- **Warranty Information**
- **Projected/Estimated Completion Date if Awarded Bid & Contract Executed by End of August**

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

| ITEM | DESCRIPTION OF WORK | PRICE |
|-----------------------------|---|-----------------|
| <p>BASE BID</p> | <p>Republic Police Department, 540 Civic Blvd.</p> <ul style="list-style-type: none"> (4) new 7.5-ton rooftop package units with economizers, hail guards, curb adaptors, thermostats, and smoke detectors. Bid to include crane service, removal and disposal of existing units, reconnecting to existing gas, electric, ductwork, drains, and start-up. All other materials needed to satisfactorily install systems and jobsite clean-up to be included. (1) new 5-ton rooftop package unit with economizer, hail guard, curb adaptor, thermostat, and smoke detectors. Bid to include crane service, removal and disposal of existing unit, reconnecting to existing gas, electric, ductwork, drain, and start-up. All other materials needed to satisfactorily install system and jobsite clean-up to be included. (1) new 3-ton rooftop package unit with economizer, hail guard, curb adaptor, thermostat, and smoke detectors. Bid to include crane service, removal and disposal of existing unit, reconnecting to existing gas, electric, ductwork, drain, and start-up. All other materials needed to satisfactorily install system and jobsite clean-up to be included. (4) new HVAC split systems (replacing units #1, #2, #3, and #4). Remove and dispose of existing units. Installation to include new furnaces/electric heaters, condensing units, evaporator coils, pads, stats, and start-up. Installation to include crane service, reconnecting to existing gas, electric, ductwork, and drains. All other materials needed to satisfactorily install systems and jobsite clean-up to be included. <p>Republic Fire Station #1, 701 US Hwy 60</p> <ul style="list-style-type: none"> (5) new HVAC systems – Remove and dispose of existing systems. Install new high efficiency 95% gas furnaces with split air conditioning units. Installation to include new furnaces, condensing units, evaporator coils, pads, thermostats, and start-up. All other materials needed to satisfactorily install systems and jobsite clean-up to be included. <p>Republic Fire Station #2, 3425 E. Sawyer Road</p> <ul style="list-style-type: none"> (5) new HVAC systems-Remove and dispose of existing systems. Install new high efficiency 95% gas furnaces with split air conditioning units. Installation to include new furnaces, condensing units, evaporator coils, pads, thermostats, and start-up. All other materials needed to satisfactorily install system and jobsite clean-up to be included. | <p>\$ _____</p> |
| <p>ALTERNATE # 1</p> | <p>Republic Police Department, 540 Civic Blvd.</p> <ul style="list-style-type: none"> Provide and install (1) UV-C light fixture in the return duct and (1) UV-C light fixture above the evaporator coil of each unit. Light fixtures to be of proper size and output for each HVAC unit and have a separate dedicated transformer installed to serve the fixtures. UV-C fixtures must have either a light to indicate bulb is operating or a sight hole must be installed to view bulb operation. | <p>\$ _____</p> |
| <p>ALTERNATE # 2</p> | <p>Republic Fire Station #1, 701 US Hwy 60 Republic Fire Station # 2, 3425 E. Sawyer Road</p> <ul style="list-style-type: none"> Convert/replace filter boxes of all units to accommodate 4” filters at both facilities. | <p>\$ _____</p> |
| <p>ALTERNATE # 3</p> | <p>Republic Fire Station #1, 701 US Hwy 60 Republic Fire Station # 2, 3425 E. Sawyer Road</p> <ul style="list-style-type: none"> Provide and install (1) UV-C light fixture in the return duct and (1) UV-C light fixture above the evaporator coil of each unit at both facilities. Light fixtures to be of proper size and output for each HVAC unit and have a separate dedicated transformer installed to serve the fixtures. UV-C fixtures must have either a light to indicate bulb is operating or a sight hole must be installed to view bulb operation. | <p>\$ _____</p> |
| <p>ALTERNATE # 4</p> | <p>Republic Fire Station #1, 701 US Hwy 60</p> <ul style="list-style-type: none"> Test and balance Front Lobby Men’s Bathroom and Men’s Bunkroom Bathroom. Both areas are very cold in winter. | <p>\$ _____</p> |
| <p>ALTERNATE # 5</p> | <p>Republic Fire Station # 2, 3425 E. Sawyer Road</p> <ul style="list-style-type: none"> Test and balance Gear Storage Room. Room gets extremely cold in winter. | <p>\$ _____</p> |

***Each bidder shall include an attachment to the bid submission form outlining the following:**

- Brand of Units**
- Seer Rating/Efficiency of Each Unit**
- Warranty Information**
- Projected/Estimated Completion Date if Awarded Bid & Contract Executed by End of August**

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.

| | |
|--|-----------------------------------|
| <ul style="list-style-type: none"> • City of Republic (Police & Fire Facilities – HVAC Replacement II) <p>213 N Main St., Republic, MO 65738</p> | |
| | Company Legal Name: |
| | |
| | Address: |
| Telephone: | |
| Facsimile: | Signed Dated |
| E-mail: | |
| Cellular: | Printed Title |
| | Bidders Federal ID Number: |

To be submitted with Vendor's Bid

_____ We DO NOT take exception to the IFB Documents/Requirements.

_____ We TAKE exception to the IFB Documents/Requirements as follows:

Bidder acknowledges receipt of the following addendums:

Addendum No. _____ Addendum No. _____

Addendum No. _____ Addendum No. _____

Print Email _____

Print Federal Tax ID No. _____

CITY OF REPUBLIC STATEMENT OF "NO BID"

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR IFB FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY(PLEASE EXPLAIN BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS:

COMPANY NAME: _____ ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____ DATE: _____

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF REPUBLIC
213 N. MAIN AVENUE
REPUBLIC, MO 65738

Missouri Tax ID
Number: 12492990
Effective Date:
07/11/2002

Your application for sales/use tax exempt status has been approved, pursuant to Section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of Section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable.

It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

MISSOURI PROJECT EXEMPTION CERTIFICATE

Authorization for Purchasing Construction Materials for Tax Exempt Project
(The Form and Content of this Exemption Certificate have been approved by the Missouri Department of Revenue)

EXEMPT ENTITY ISSUING CERTIFICATE

Name: City of Republic, Missouri
Address: 213 N. Main Avenue
City/State/Zip: Republic, Missouri
65738

MO Tax Exempt I.D. #: 12492990 Letter Effective Date:
Contract Date: Certificate Expiration Date:
Contract #: Revised Expiration Date:
Project Description: Police & Fire Facilities – HVAC Replacement II
Project Location: 540 Civic Boulevard, 701 US Hwy 60, 3425 E. Sawyer Road
Project Completion Date: TBD
Auth. Signature: ,Mayor Date: _

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction of the project identified herein and no other, pursuant to Section 144.62 RSMo.

PURCHASING CONTRACTOR OR SUBCONTRACTOR

Name:
Address:
City/State/Zip:

INSTRUCTIONS

EXEMPT ENTITY - A signed copy of this certificate, along with your MO Tax Exemption Letter, must be furnished to each contractor and/or subcontractor who will be purchasing tangible personal property for use in the project. It is the exempt entity's responsibility to ensure the validity of the certificate. You must issue a certificate with a Revised Expiration Date if purchases will be required to complete the project beyond the original Project Exemption Date.

CONTRACTOR OR SUBCONTRACTOR - The contractor shall furnish a completed copy of this exemption certificate, along with a copy of the exempt entity's MO Tax Exemption Letter, to all subcontractors, and any contractor or subcontractor purchasing materials shall present copies of such documents to all material suppliers as authorization to purchase, on behalf of the exempt entity, all tangible personal property and materials to be incorporated or consumed in the construction of that project and no other on a tax-exempt basis. A copy of each certificate must be retained by the purchaser for a period of five years.

MATERIAL SUPPLIER - A completed copy of this exemption certificate, along with the MO Tax Exemption Letter of the exempt entity contracting for the project, must be obtained from the contractor or subcontractor making purchases of tangible personal property for use in the project, and retained for audit purposes. Invoices issued for such purchases must reflect the name of the exempt entity and the project number assigned by the exempt entity shown above.

**NOTICE AND INSTRUCTIONS TO CONTRACTORS/SUBCONTRACTORS
REGARDING SECTIONS 285.525 THROUGH 285.550 RSMO, EFFECTIVE JANUARY
1, 2009**

Effective January 1, 2009, and pursuant to the State of Missouri's RSMO 285.530(1), No 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.

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., City of Republic, MO) to a business entity, 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. [RSMO 285-530(2)]

The City of Republic, Missouri, in order to comply with sections 285.525 through 285.550 RSMO, requires the following Bid and contract documents:

Required Affidavit for Contracts Over \$5,000.00 (US) – Effective 1-1-2009, Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. that 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 Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Copies of affidavit can be found and downloaded on the City of Republic Missouri Public Works website;

The City of Republic encourages companies that are not enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm or by calling **888-464-4218**.

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 R.S.MO., ET SEQ. FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00

EFFECTIVE 1/1/2009

STATE OF _____

) ss.

_____)

COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally appeared _____ (Name) who is _____ (Title) of _____

(Name of company), (corporation), (partnership), (sole proprietorship), (limited liability company), and after being duly sworn did depose and say:

- (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 R.S. Mo., et seq.

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

 Signatu
 re
 Printed

 Name

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

Notary Public

My commission expires: _____

Company ID Number: XXXXXX

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

The individuals whose signatures appear below represent that they are authorized to enter into this MOU 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

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.

| | |
|---|--|
| <ul style="list-style-type: none"> City of Republic (Police & Fire Facilities – HVAC Replacement II) <p>213 N Main St., Republic, MO 65738</p> | <p>Farrison Heating & Air</p> <p>Company Legal Name:</p> |
| | <p>PO Box 137 Kimberling City MO 65684</p> <p>Address:</p> |
| | <p>Telephone: 4175934455</p> <p>Facsimile:</p> <p>E-mail: rgarrisonhvace@gmail.com</p> <p>Cellular: 4175934455</p> |

ATTACHMENT A - BID SUBMISSION FORM

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

| ITEM | DESCRIPTION OF WORK | PRICE |
|---------------|--|--------------|
| BASE BID | <p>Republic Police Department, 540 Civic Blvd.</p> <ul style="list-style-type: none"> (4) new 7.5-ton rooftop package units with economizers, hail guards, curb adaptors, thermostats, and smoke detectors. Bid to include crane service, removal and disposal of existing units, reconnecting to existing gas, electric, ductwork, drains, and start-up. All other materials needed to satisfactorily install systems and jobsite clean-up to be included. (1) new 5-ton rooftop package unit with economizer, hail guard, curb adaptor, thermostat, and smoke detectors. Bid to include crane service, removal and disposal of existing unit, reconnecting to existing gas, electric, ductwork, drain, and start-up. All other materials needed to satisfactorily install system and jobsite clean-up to be included. (1) new 3-ton rooftop package unit with economizer, hail guard, curb adaptor, thermostat, and smoke detectors. Bid to include crane service, removal and disposal of existing unit, reconnecting to existing gas, electric, ductwork, drain, and start-up. All other materials needed to satisfactorily install system and jobsite clean-up to be included. (4) new HVAC split systems (replacing units #1, #2, #3, and #4). Remove and dispose of existing units. Installation to include new furnaces/electric heaters, condensing units, evaporator coils, pads, stats, and start-up. Installation to include crane service, reconnecting to existing gas, electric, ductwork, and drains. All other materials needed to satisfactorily install systems and jobsite clean-up to be included. <p>Republic Fire Station #1, 701 US Hwy 60</p> <ul style="list-style-type: none"> (5) new HVAC systems – Remove and dispose of existing systems. Install new high efficiency 95% gas furnaces with split air conditioning units. Installation to include new furnaces, condensing units, evaporator coils, pads, thermostats, and start-up. All other materials needed to satisfactorily install systems and jobsite clean-up to be included. <p>Republic Fire Station #2, 3425 E. Sawyer Road</p> <ul style="list-style-type: none"> (5) new HVAC systems-Remove and dispose of existing systems. Install new high efficiency 95% gas furnaces with split air conditioning units. Installation to include new furnaces, condensing units, evaporator coils, pads, thermostats, and start-up. All other materials needed to satisfactorily install system and jobsite clean-up to be included. | \$ 226500.40 |
| ALTERNATE # 1 | <p>Republic Police Department, 540 Civic Blvd.</p> <ul style="list-style-type: none"> Provide and install (1) UV-C light fixture in the return duct and (1) UV-C light fixture above the evaporator coil of each unit. Light fixtures to be of proper size and output for each HVAC unit and have a separate dedicated transformer installed to serve the fixtures. UV-C fixtures must have either a light to indicate bulb is operating or a sight hole must be installed to view bulb operation. | \$ 4860.00 |
| ALTERNATE # 2 | <p>Republic Fire Station #1, 701 US Hwy 60 Republic Fire Station # 2, 3425 E. Sawyer Road</p> <ul style="list-style-type: none"> Convert/replace filter boxes of all units to accommodate 4" filters at both facilities. | \$ 1900.80 |
| ALTERNATE # 3 | <p>Republic Fire Station #1, 701 US Hwy 60 Republic Fire Station # 2, 3425 E. Sawyer Road</p> <ul style="list-style-type: none"> Provide and install (1) UV-C light fixture in the return duct and (1) UV-C light fixture above the evaporator coil of each unit at both facilities. Light fixtures to be of proper size and output for each HVAC unit and have a separate dedicated transformer installed to serve the fixtures. UV-C fixtures must have either a light to indicate bulb is operating or a sight hole must be installed to view bulb operation. | \$ 3888.00 |
| ALTERNATE # 4 | <p>Republic Fire Station #1, 701 US Hwy 60</p> <ul style="list-style-type: none"> Test and balance Front Lobby Men's Bathroom and Men's Bunkroom Bathroom. Both areas are very cold in winter. | \$ 540.00 |
| ALTERNATE # 5 | <p>Republic Fire Station # 2, 3425 E. Sawyer Road</p> <ul style="list-style-type: none"> Test and balance Gear Storage Room. Room gets extremely cold in winter. | \$ 270.00 |

***Each bidder shall include an attachment to the bid submission form outlining the following:**

- Brand of Units
- Seer Rating/Efficiency of Each Unit
- Warranty Information
- Projected/Estimated Completion Date if Awarded Bid & Contract Executed by End of August

Republic Fire & Police equipment schedule

Rooftop Units ALLIED / LENNOX BRAND

4- 7.5ton rtu (11 EER/14 SEER)

1-3ton rtu (12.5 EER/14 SEER)

1-5ton rtu (11.8 EER/14 SEER)

Split systems (Fire station) ARMSTRONG BRAND

1-2.5ton system (16 seer)

2-3ton systems (16 seer)

2-4ton systems (14.25 seer)

3-5ton systems (14.25 seer)

1-1.5ton system (14.5 seer)

Split systems (Police station) ARMSTRONG BRAND

2-2ton systems (16 seer)

Garrison
HEATING & AIR

"We're not comfortable until you are."
417-593-4455

Rocky
Rocky@1983@gmail.com

Free Estimates
24/7 Service

Quote - Acknowledgement

| | | |
|------------|--------------|--------------|
| UPC Vendor | Invoice Date | Order Number |
| 000000 | | 46490874-00 |
| PO Date | PO Number | Page # |
| 05/19/2022 | PD Units | 1 of 1 |

| Line # | Product And Description | Quantity Ordered | Quantity B/O | Quantity Shipped | Qty UM |
|--------|--|------------------|--------------|------------------|--------|
| 1 | L8646 4SCU16LE124P-50 2T OMNI CONDENSER | 2 | 0 | 0 | EACH |
| 2 | L8063 A95UH1E070B12S 70K BTU U/H 95% 1 STAGE C.T. | 2 | 0 | 0 | each |
| 3 | L8505 EAC4X30B CASED TXV COIL UPFLOW 17.5" WIDE ***** AHRI 202546059 16 seer 13 eer ***** | 2 | 0 | 0 | EACH |



Garrison
HEATING & AIR

"We're not comfortable until you are."
417-593-4455

Rocky Free Estimates
rocky@1983@gmail.com 24/7 Service

Quote - Acknowledgement

| | | |
|------------|---------------------|--------------|
| UPC Vendor | Invoice Date | Order Number |
| 000000 | | 46546134-00 |
| PO Date | PO Number | Page # |
| 05/26/2022 | City of Republic PD | 1 of 2 |

| Line # | Product And Description | Quantity Ordered | Quantity B/O | Quantity Shipped | Qty UM |
|--------|---|------------------|--------------|------------------|--------|
| 1 | L9925 TSA060S4N45Y 5T 208/230V 3PH CONDENSER | 2 | 0 | 0 | EACH |
| 2 | L8713 BCE7E60MA4X-50 OMNI C.T. AIR HANDLER | 2 | 0 | 0 | EACH |
| 3 | L8399 CIRCUIT BREAKER COVER KIT 82W01 | 2 | 0 | 0 | EACH |
| 4 | L5637 21H39 SINGLE POINT PWR KIT LB62009CA | 2 | 0 | 0 | each |
| 5 | K1163 ECB27-10-Y 10 KW 208/230V 3PH 60 HZ ***** 5 ton Units - F/CU 1,3 ***** | 2 | 0 | 0 | EACH |
| 6 | L9924 TSA048S4N44Y 4T 208/230V 3PH CONDENSER | 1 | 0 | 0 | EACH |
| 7 | L8712 BCE7E48MA4X-50 OMNI C.T. AIR HANDLER | 1 | 0 | 0 | EACH |
| 8 | L8399 CIRCUIT BREAKER COVER KIT 82W01 | 1 | 0 | 0 | EACH |
| 9 | L5637 21H39 SINGLE POINT PWR KIT LB62009CA | 1 | 0 | 0 | each |
| 10 | K1163 ECB27-10-Y 10 KW 208/230V 3PH 60 HZ ***** 4 ton unit - F/CU 2 ***** | 1 | 0 | 0 | EACH |
| 11 | L8646 4SCU16LE124P-50 2T OMNI CONDENSER | 1 | 0 | 0 | EACH |

Quote - Acknowledgement

| | | |
|------------|---------------------|--------------|
| UPC Vendor | Invoice Date | Order Number |
| 000000 | | 46546134-00 |
| PO Date | PO Number | Page # |
| 05/26/2022 | City of Republic PD | 2 of 2 |

| Line # | Product And Description | Quantity Ordered | Quantity B/O | Quantity Shipped | Qty UM |
|--------|---|------------------|--------------|------------------|--------|
| 12 | L8063 A95UH1E070B12S 70K BTU U/H 95% 1 STAGE C.T. | 1 | 0 | 0 | each |
| 13 | L8505 EAC4X30B CASED TXV COIL UPFLOW 17.5" WIDE ***** F/CU - 4 ***** AHRI 202546059 16 seer 13 eer ***** | 1 | 0 | 0 | EACH |
| 14 | K1145 LOW AMBIENT KIT 814-10EH | 4 | 0 | 0 | EACH |
| 15 | K0040 5025 2H/1C UNIVERSAL W/HUMIDITY CONTROL | 4 | 0 | 0 | EACH |
| 16 | L3681 5390 STAT SENSOR BRAEBURN INDOOR SENSOR | 8 | 0 | 0 | each |



Quote - Acknowledgement

| | | |
|------------|----------------|--------------|
| UPC Vendor | Invoice Date | Order Number |
| 000000 | | 46493883-00 |
| PO Date | PO Number | Page # |
| 05/19/2022 | Fire Station 2 | 1 of 2 |

| Line # | Product And Description | Quantity Ordered | Quantity B/O | Quantity Shipped | Qty UM |
|--------|--|------------------|--------------|------------------|--------|
| 1 | L8645 4SCU16LE118P-50 1.5T OMNI CONDENSER | 1 | 0 | 0 | EACH |
| 2 | L8062 A95UH1E045B12S 45K BTU U/H 95% 1 STAGE C.T. | 1 | 0 | 0 | each |
| 3 | L8503 EAC4X24B CASED TXV COIL UPFLOW 17.5" WIDE ***** AHRI 205334633 14.5 seer 12.5 eer ***** | 1 | 0 | 0 | EACH |
| 4 | L8648 4SCU16LE136P-50 3T OMNI CONDENSER | 1 | 0 | 0 | EACH |
| 5 | L8063 A95UH1E070B12S 70K BTU U/H 95% 1 STAGE C.T. | 1 | 0 | 0 | each |
| 6 | L8511 EAC4X48B CASED TXV COIL UPFLOW 17.5" WIDE ***** AHRI 202546192 16 seer 13 eer ***** | 1 | 0 | 0 | EACH |
| 7 | L8652 4SCU16LE148P-50 4T OMNI CONDENSER | 1 | 0 | 0 | EACH |
| 8 | L8064 A95UH1E090C16S 90K BTU U/H 95% 1 STAGE C.T. | 1 | 0 | 0 | each |
| 9 | L8514 EAC4X50/60C CASED TXV COIL UPFLOW 21" WIDE ***** AHRI 202548023 14.25 seer 12.2 eer ***** | 1 | 0 | 0 | EACH |
| 10 | L8654 4SCU16LE160P-50 5T OMNI CONDENSER | 2 | 0 | 0 | EACH |

| Line # | Product And Description | Quantity Ordered | Quantity B/O | Quantity Shipped | Qty UM |
|----------------|---|------------------|---------------|------------------|--------|
| 11 | L8065 A95UH1E110C20S 110K BTU U/H 95% 1 STAGE C.T. | 2 | 0 | 0 | each |
| 12 | L8515 EAC4X60C CASED TXV COIL UPFLOW 21" WIDE ***** AHRI 202556036 14.25 seer 12.2 eer ***** | 2 | 0 | 0 | EACH |
| 12 Lines Total | | | Total Shipped | 15 | |



Quote - Acknowledgement

| | | |
|------------|----------------|--------------|
| UPC Vendor | Invoice Date | Order Number |
| 000000 | | 46492997-00 |
| PO Date | PO Number | Page # |
| 05/19/2022 | Fire Station 1 | 1 of 2 |

| Line # | Product And Description | Quantity Ordered | Quantity B/O | Quantity Shipped | Qty UM |
|--------|---|------------------|--------------|------------------|--------|
| 1 | L8647 4SCU16LE130P-50 2.5T OMNI CONDENSER | 1 | 0 | 0 | EACH |
| 2 | L8063 A95UH1E070B12S 70K BTU U/H 95% 1 STAGE C.T. | 1 | 0 | 0 | each |
| 3 | L8510 EAC4X36B CASSED TXV COIL UPFLOW 17.5" WIDE ***** AHRI 202558500 16 seer 13 eer ***** | 1 | 0 | 0 | EACH |
| 4 | L8648 4SCU16LE136P-50 3T OMNI CONDENSER | 1 | 0 | 0 | EACH |
| 5 | L8063 A95UH1E070B12S 70K BTU U/H 95% 1 STAGE C.T. | 1 | 0 | 0 | each |
| 6 | L8511 EAC4X48B CASSED TXV COIL UPFLOW 17.5" WIDE ***** AHRI 202546192 16 seer 13 eer ***** | 1 | 0 | 0 | EACH |
| 7 | L8652 4SCU16LE148P-50 4T OMNI CONDENSER | 2 | 0 | 0 | EACH |
| 8 | L8064 A95UH1E090C16S 90K BTU U/H 95% 1 STAGE C.T. | 2 | 0 | 0 | each |
| 9 | L8514 EAC4X50/60C CASSED TXV COIL UPFLOW 21" WIDE ***** AHRI 202548023 14.25 seer 12.2 eer ***** | 2 | 0 | 0 | EACH |
| 10 | L8654 4SCU16LE160P-50 5T OMNI CONDENSER | 1 | 0 | 0 | EACH |

| Line # | Product And Description | Quantity Ordered | Quantity B/O | Quantity Shipped | Qty UM |
|----------------|---|------------------|---------------|------------------|--------|
| 11 | L8065 A95UH1E110C20S 110K BTU U/H 95% 1 STAGE C.T. | 2 | 0 | 0 | each |
| 12 | L8515 EAC4X60C CASED TXV COIL UPFLOW 21" WIDE ***** AHRI 202556036 14.25 seer 12.2 eer ***** | 2 | 0 | 0 | EACH |
| 12 Lines Total | | | Total Shipped | 15 | |

| Tag | Qty | Model | Description |
|-------------------|-----|--------------|--|
| RTU 1-3, 5 | | | |
| | 4 | KGC092S4-PKG | KGC092S4...Packaged Gas/Electric Unit / 7.5Ton / BTO - 208V/3Ph/60Hz Unit Orientation Downflow 208/220/230/240V 3Phase 175 Amp Terminal Block Factory Installed Supply Motor - 2.0 Hp Std - w/ Single Zone VAV Supply Drive Kit 1 (590-890 RPM) 130K A.S. (Dual Stage) Eco-Last Coil System Factory Installed |
| | 4 | 13U45 | Standard Economizer Field Installed |
| | 4 | 21Z09 | Single Enthalpy Control Field Installed |
| | 4 | 53W44 | Power Exhaust Fan Field Installed |
| | 4 | 22J65 | Combination Coil/Hail Guards Field Installed |
| | 4 | 17G74 | CS7500 Comm'l Programmable T-stat w/ FDD Field Installed |
| | 4 | 11X76 | Supply DR Return Smoke Detector Field Installed |
| RTU 4 | | | |
| | 1 | AC313 | KGB036S4DM PkgGE 3 Ton/108KB/230-3 - 208V/3Ph/60Hz Standard Cap, Std Packaging Unit Orientation Downflow Supply Fan: CAV Direct Drive 208/220/230/240V 3Phase Supply Motor - 0.50 Hp - Direct Drive 108K A.S. (Single Stage) Eco-Last Coil System Factory Installed |
| | 1 | 14D90 | Standard Economizer Field Installed |
| | 1 | 21Z09 | Single Enthalpy Control Field Installed |
| | 1 | 21Z13 | Power Exhaust Fan Field Installed |
| | 1 | 13R98 | Combination Coil/Hail Guards Field Installed |
| | 1 | 17G74 | CS7500 Comm'l Programmable T-stat w/ FDD Field Installed |
| RTU 6 | | | |
| | 1 | AC319 | KGB060S4DM PkgGE 5 Ton/108KB/230-3 - 208V/3Ph/60Hz Standard Cap, Std Packaging Unit Orientation Downflow Supply Fan: CAV Direct Drive 208/220/230/240V 3Phase Supply Motor - 0.75 Hp - Direct Drive 108K A.S. (Single Stage) Eco-Last Coil System Factory Installed |
| | 1 | 14D90 | Standard Economizer Field Installed |
| | 1 | 21Z09 | Single Enthalpy Control Field Installed |
| | 1 | 21Z13 | Power Exhaust Fan Field Installed |
| | 1 | 13T03 | Combination Coil/Hail Guards Field Installed |
| | 1 | 17G74 | CS7500 Comm'l Programmable T-stat w/ FDD Field Installed |
| | 1 | 21Z11 | Supply DR Return Smoke Detector Field Installed |

Curb Adapters Included in Price

Completion date of all split systems

November 1st

2022

Completion date for RTU'S

June 1st 2023

(lead time for equipment for roof top units is 6-9 months, could possibly be sooner but no guarantee)



Rocky Garrison
owner

WARRANTY INFORMATION

Residential products used in commercial applications and all 3-phase units carry a 1-year parts, 5 year compressor and 10 year heat exchanger warranty.


Rocky Garrison
owner

Eligible for Federal Tax Credit



Certificate of Product Ratings

AHRI Certified Reference Number : 202558500

Date : 05-19-2022

Model Status : Active

AHRI Type : RCU-A-CB (Split System: Air-Cooled Condensing Unit, Coil with Blower)

Outdoor Unit Brand Name : ARMSTRONG AIR

Outdoor Unit Model Number (Condenser or Single Package) : 4SCU16LE130P-50

Indoor Unit Model Number (Evaporator and/or Air Handler) : EAC4X36B

Furnace Model Number : A95UH1E070B12

Region : All (AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, ID, IL, IA, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WV, WI, WY, U.S. Territories)

Region Note : Central air conditioners manufactured prior to January 1, 2015 are eligible to be installed in all regions until June 30, 2016. Beginning July 1, 2016 central air conditioners can only be installed in region(s) for which they meet the regional efficiency requirement.

The manufacturer of this ARMSTRONG AIR product is responsible for the rating of this system combination.

Rated as follows in accordance with the latest edition of AHRI 210/240 - 2017 with Addendum 1, Performance Rating of Unitary Air-Conditioning & Air-Source Heat Pump Equipment and subject to rating accuracy by AHRI-sponsored, independent, third party testing:

Cooling Capacity (A2) - Single or High Stage (95F), btuh : 28600

SEER : 16.00

EER (A2) - Single or High Stage (95F) : 13.00

†"Active" Model Status are those that an AHRI Certification Program Participant is currently producing AND selling or offering for sale; OR new models that are being marketed but are not yet being produced."Production Stopped" Model Status are those that an AHRI Certification Program Participant is no longer producing BUT is still selling or offering for sale. Ratings that are accompanied by WAS indicate an involuntary re-rate. The new published rating is shown along with the previous (i.e. WAS) rating.

DISCLAIMER

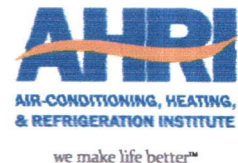
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The information for the model cited on this certificate can be verified at www.ahridirectory.org, click on "Verify Certificate" link and enter the AHRI Certified Reference Number and the date on which the certificate was issued,





Certificate of Product Ratings

AHRI Certified Reference Number : 202556036

Date : 05-19-2022

Model Status : Active

AHRI Type : RCU-A-CB (Split System: Air-Cooled Condensing Unit, Coil with Blower)

Outdoor Unit Brand Name : ARMSTRONG AIR

Outdoor Unit Model Number (Condenser or Single Package) : 4SCU16LE160P-50

Indoor Unit Model Number (Evaporator and/or Air Handler) : EAC4X60C

Furnace Model Number : A95UH1E110C20

Region : All (AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, ID, IL, IA, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WV, WI, WY, U.S. Territories)

Region Note : Central air conditioners manufactured prior to January 1, 2015 are eligible to be installed in all regions until June 30, 2016. Beginning July 1, 2016 central air conditioners can only be installed in region(s) for which they meet the regional efficiency requirement.

The manufacturer of this ARMSTRONG AIR product is responsible for the rating of this system combination.

Rated as follows in accordance with the latest edition of AHRI 210/240 - 2017 with Addendum 1, Performance Rating of Unitary Air-Conditioning & Air-Source Heat Pump Equipment and subject to rating accuracy by AHRI-sponsored, independent, third party testing:

Cooling Capacity (A2) - Single or High Stage (95F), btuh : 57000

SEER : 14.25

EER (A2) - Single or High Stage (95F) : 12.20

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Ratings that are accompanied by WAS indicate an involuntary re-rate. The new published rating is shown along with the previous (i.e. WAS) rating.

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Certificate of Product Ratings

AHRI Certified Reference Number : 202548023

Date : 05-19-2022

Model Status : Active

AHRI Type : RCU-A-CB (Split System: Air-Cooled Condensing Unit, Coil with Blower)

Outdoor Unit Brand Name : ARMSTRONG AIR

Outdoor Unit Model Number (Condenser or Single Package) : 4SCU16LE148P-50

Indoor Unit Model Number (Evaporator and/or Air Handler) : EAC4X50/60C

Furnace Model Number : A95UH1E090C16

Region : All (AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, ID, IL, IA, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WV, WI, WY, U.S. Territories)

Region Note : Central air conditioners manufactured prior to January 1, 2015 are eligible to be installed in all regions until June 30, 2016. Beginning July 1, 2016 central air conditioners can only be installed in region(s) for which they meet the regional efficiency requirement.

The manufacturer of this ARMSTRONG AIR product is responsible for the rating of this system combination.

Rated as follows in accordance with the latest edition of AHRI 210/240 - 2017 with Addendum 1, Performance Rating of Unitary Air-Conditioning & Air-Source Heat Pump Equipment and subject to rating accuracy by AHRI-sponsored, independent, third party testing:

Cooling Capacity (A2) - Single or High Stage (95F), btuh : 44500

SEER : 14.25

EER (A2) - Single or High Stage (95F) : 12.20

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CERTIFICATE VERIFICATION

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Eligible for Federal Tax Credit



Certificate of Product Ratings

AHRI Certified Reference Number : 202546192

Date : 05-19-2022

Model Status : Active

AHRI Type : RCU-A-CB (Split System: Air-Cooled Condensing Unit, Coil with Blower)

Outdoor Unit Brand Name : ARMSTRONG AIR

Outdoor Unit Model Number (Condenser or Single Package) : 4SCU16LE136P-50

Indoor Unit Model Number (Evaporator and/or Air Handler) : EAC4X48B

Furnace Model Number : A95UH1E070B12

Region : All (AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, ID, IL, IA, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WV, WI, WY, U.S. Territories)

Region Note : Central air conditioners manufactured prior to January 1, 2015 are eligible to be installed in all regions until June 30, 2016. Beginning July 1, 2016 central air conditioners can only be installed in region(s) for which they meet the regional efficiency requirement.

The manufacturer of this ARMSTRONG AIR product is responsible for the rating of this system combination.

Rated as follows in accordance with the latest edition of AHRI 210/240 - 2017 with Addendum 1, Performance Rating of Unitary Air-Conditioning & Air-Source Heat Pump Equipment and subject to rating accuracy by AHRI-sponsored, independent, third party testing:

Cooling Capacity (A2) - Single or High Stage (95F), btuh : 34600

SEER : 16.00

EER (A2) - Single or High Stage (95F) : 13.00

†"Active" Model Status are those that an AHRI Certification Program Participant is currently producing AND selling or offering for sale; OR new models that are being marketed but are not yet being produced. "Production Stopped" Model Status are those that an AHRI Certification Program Participant is no longer producing BUT is still selling or offering for sale. Ratings that are accompanied by WAS indicate an involuntary re-rate. The new published rating is shown along with the previous (i.e. WAS) rating.

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CERTIFICATE VERIFICATION

The information for the model cited on this certificate can be verified at www.ahridirectory.org, click on "Verify Certificate" link and enter the AHRI Certified Reference Number and the date on which the certificate was issued.





Certificate of Product Ratings

AHRI Certified Reference Number : 205334633

Date : 05-19-2022

Model Status : Active

AHRI Type : RCU-A-CB (Split System: Air-Cooled Condensing Unit, Coil with Blower)

Outdoor Unit Brand Name : ARMSTRONG AIR

Outdoor Unit Model Number (Condenser or Single Package) : 4SCU16LE118P-50

Indoor Unit Model Number (Evaporator and/or Air Handler) : EAC4X24B

Furnace Model Number : A95UH1E045B12

Region : All (AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, ID, IL, IA, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WV, WI, WY, U.S. Territories)

Region Note : Central air conditioners manufactured prior to January 1, 2015 are eligible to be installed in all regions until June 30, 2016. Beginning July 1, 2016 central air conditioners can only be installed in region(s) for which they meet the regional efficiency requirement.

The manufacturer of this ARMSTRONG AIR product is responsible for the rating of this system combination.

Rated as follows in accordance with the latest edition of AHRI 210/240 - 2017 with Addendum 1, Performance Rating of Unitary Air-Conditioning & Air-Source Heat Pump Equipment and subject to rating accuracy by AHRI-sponsored, independent, third party testing:

Cooling Capacity (A2) - Single or High Stage (95F), btuh : 18000

SEER : 14.50

EER (A2) - Single or High Stage (95F) : 12.50

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DISCLAIMER

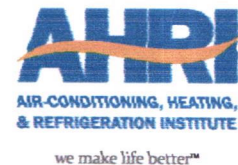
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CERTIFICATE VERIFICATION

The information for the model cited on this certificate can be verified at www.ahridirectory.org, click on "Verify Certificate" link and enter the AHRI Certified Reference Number and the date on which the certificate was issued,



Eligible For Federal Tax Credit



Certificate of Product Ratings

AHRI Certified Reference Number : 202546059

Model Status : Active

AHRI Type : RCU-A-CB (Split System: Air-Cooled Condensing Unit; 06/09/2012) (Power)

Outdoor Unit Brand Name : ARMSTRONG AIR

Outdoor Unit Model Number (Condenser or Single Package) : 4SCU16LE124P-50

Indoor Unit Model Number (Evaporator and/or Air Handler) : EAC4X30B

Furnace Model Number : A95UH1E070B12

Region : All (AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, ID, IL, IA, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WV, WI, WY, U.S. Territories)

Region Note : Central air conditioners manufactured prior to January 1, 2015 are eligible to be installed in all regions until June 30, 2016. Beginning July 1, 2016 central air conditioners can only be installed in region(s) for which they meet the regional efficiency requirement.

The manufacturer of this ARMSTRONG AIR product is responsible for the rating of this system combination.

Rated as follows in accordance with the latest edition of AHRI 210/240 - 2017 with Addendum 1, Performance Rating of Unitary Air-Conditioning & Air-Source Heat Pump Equipment and subject to rating accuracy by AHRI-sponsored, independent, third party testing:

Cooling Capacity (A2) - Single or High Stage (95F), btuh : 24000

SEER : 16.00

EER (A2) - Single or High Stage (95F) : 13.00



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CERTIFICATE VERIFICATION

The information for the model cited on this certificate can be verified at www.ahridirectory.org, click on "Verify Certificate" link and enter the AHRI Certified Reference Number and the date on which the certificate was issued,

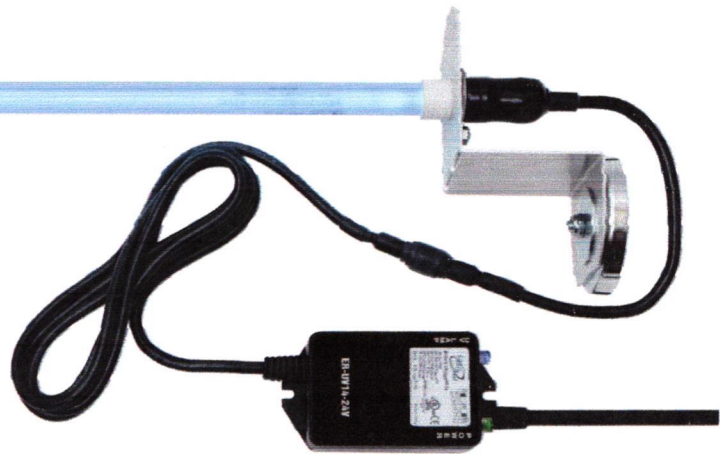


we make life better™

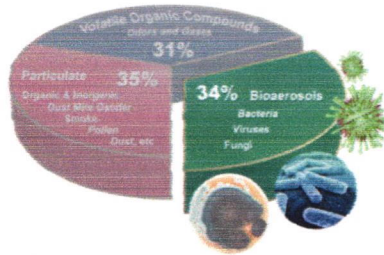
PREMIERONE - AIR PURIFICATION WITH ULTRAVIOLET LIGHT

PREMIERONETM

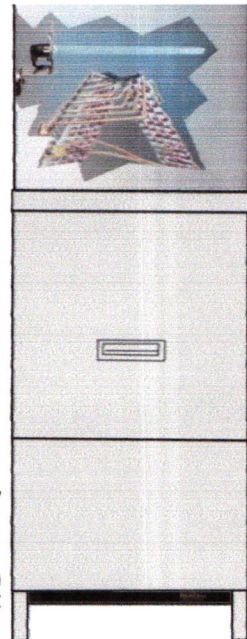
ER-UV14-24V
UV GERMICIDAL LAMP



- Economical UVC germicidal lamp.
- 55 Microwatt 14" UVC lamp. (Ozone free.)
- 2-Year long life lamp.
- 3-Year warranty. (2 years on lamps.)
- Remote units fit in tight spaces.
- Perfect for surface irradiation.
- Easy mounting with our heavy duty magnetic Z bracket that has an 80# pull force magnet that also converts to a duct mount plate.
- Moisture-proof lamp connector and mid-cord connector.
- LED system monitor indicates power on. A second LED monitors the lamp operation.
- 24V Ballast.



Controls germs, viruses and fungi on surfaces irradiated.



ER-UV14-24V
Shown installed on a heat pump.
The germicidal lamp has been mounted using the magnetic Z bracket included.

ACCESSORIES FOR ER-UV14-24V

#500489 Lamp reflector for magnetic Z bracket.
Shields UV light from shining on plastic materials.

#LSK-24V 20-Watt 14" UV lamp service kit.

SPECIFICATIONS

| | |
|-------------------------------------|----------------------------|
| ER-UV14-24V size (L x W x D) | 16.25" x 2.5" x 2.5" |
| 14" Germicidal lamp penetrates duct | 13.25" |
| 24 V ballast | 24 VAC 50/60 HZ. 20-watts, |
| Lamp Specifications | |
| 14" Germicidal Lamp | 20 watts, 425 mA |
| Intensity at 1 meter | 55 μW/cm ² |
| Rated life | 2 years |
| Lamp dimensions | 14" from base to end |
| Glass diameter | 15 mm |



REPUBLIC
BUILDS
Public Works • Community Development

Mailing Address:

Garrison Heating & Air
PO Box 132,
Kimberling City MO 65686

Business Location:

Large

BUSINESS LICENSE # 4350

Garrison Heating & Air

ISSUED DATE: 01/01/2022

EXPIRATION DATE: 12/31/2022

CLASSIFICATION TYPE: 238220 Contractor - HVAC

PUBLIC WORKS • COMMUNITY DEVELOPMENT



This license must be publicly displayed as provided by law and is neither transferable nor assignable.

Each place of business must be licensed separately.

This license is valid through the expiration date above unless revoked or cancelled.

Republic BUILDS

Public Works Department & Community Development

204 North Main Republic, Missouri 65738-1472

Phone: (417) 732-3150 Fax: (417) 732-3199



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|--|
| PRODUCER Robbins Insurance Group 1649 State Highway 248 Branson, MO 65616 | CONTACT NAME: Taylor Clark PHONE (A/C, No, Ext): 417-527-0032 E-MAIL ADDRESS: taylor@robbinsig.com FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |
| INSURED Garrison Heating and Air PO Box 132 Kimberling City, MO 65686 | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-------------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| | | | | XWS (23) 64511246 | 03/04/2022 | 03/04/2023 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

| | |
|---|---|
| CERTIFICATE HOLDER City of Republic 204 N Main Republic, MO 65738 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Taylor Clark</i> |
|---|---|



Auto Policy#: Z5267439

Customer Information

ROCKY GARRISON
KYLIE GARRISON
228 L GARRISON RD
LAMPE, MO 65681-6217

Date Prepared: 07/27/2022

Policy Period: 05/13/2022 to 05/13/2023

Changes Effective: 07/27/2022

Agent Information

ROBBINS INSURANCE GROUP, LLC
1649 STATE HIGHWAY 248
BRANSON, MO 65616

Phone Number: (417) 527-0032

Email: info@robbinsig.com

Website: www.robbinsig.com

Agent Number: 305955

VEHICLES

2015 Chev Silverado C2500 Heavy Duty

Vehicle ID Number

1GC0CUEG2FZ122299

PREMIUM SUMMARY

| | Premium |
|--|----------------|
| Vehicle Coverages | \$1,612.80 |
| Discounts & Safeco Safety Rewards | Included |
| Your total policy premium for 12 months is | \$1,612.80 |

DISCOUNTS & SAFECO SAFETY REWARDS

| | | | | |
|--|---------------------------|----------------|---|-------------------------|
| Claims-Free Cash Back Review Multi-Car Preferred Payment | Coverage Accident Free | Violation Free | Advance Quoting Diminishing Deductible | Homeowners Workplace |
|--|---------------------------|----------------|---|-------------------------|

DRIVER SUMMARY

ROCKY GARRISON - Rated

KYLIE GARRISON - Rated

| VEHICLE COVERAGES | Limits / Deductibles | 2015 Chev Silverado |
|------------------------------|-------------------------------|--------------------------------|
| Bodily Injury Liability | \$100,000/\$300,000 | \$276.20 |
| Property Damage Liability | \$100,000 | \$184.70 |
| Medical Payments | \$5,000 | \$23.70 |
| Uninsured Motorist | \$100,000/\$300,000 | \$104.30 |
| Underinsured Motorist | \$100,000/\$300,000 | \$88.40 |
| Comprehensive | \$1,000 | \$504.10 |
| Collision | \$1,000 | \$258.70 |
| Ultra Level Protection | Increased Limits and Coverage | \$172.70 |
| Total Vehicle Premium | | \$1,612.80 |



Auto Policy#: Z5108190

EVIDENCE OF COVERAGE

This certifies that the policy of insurance identified here was issued by an authorized insurer and is in force. Coverage meets the limits required by law.

Date Prepared: 01/14/2022

Effective Date: 02/28/2021

Expiration Date: 02/28/2022

Insured:

ROCKY GARRISON
KYLIE GARRISON
228 L GARRISON RD
LAMPE, MO 65681-6217

Agent:

ROBBINS INSURANCE GROUP, LLC
1649 STATE HIGHWAY 248
BRANSON, MO 65616
Phone Number: (417) 527-0032
Agent Number: 305955
Email: INFO@ROBBINSIG.COM

| Year | Make | Model | Vehicle Identification Number |
|------|------|-----------------|-------------------------------|
| 2015 | CHEV | SILVERADO C2500 | 1GB0CUEGXFZ116660 |

24 Hour Claims Hotline: 1-800-332-3226

A formal auto ID card will be issued. If not received in 30 days please contact your agent.



POLICY NUMBER: Z5108190

AUTOMOBILE POLICY DECLARATIONS

NAMED INSURED:
 ROCKY GARRISON
 KYLIE GARRISON
 228 L GARRISON RD
 LAMPE MO 65681-6217

RENEWAL

POLICY PERIOD FROM: FEB. 28 2022
TO: FEB. 28 2023

at 12:01 A.M. standard time at the address of the insured as stated herein.

AGENT:
 ROBBINS INSURANCE GROUP, LLC
 1649 STATE HIGHWAY 248
 BRANSON MO 65616

AGENT TELEPHONE:
 (417) 527-0032

| RATED DRIVERS | | | ROCKY GARRISON, KYLIE GARRISON |
|----------------|-----------------------------------|-----|--------------------------------|
| 2017 NISSAN | TITAN SV/SL/PRO-4X 4 DOOR PICK-UP | ID# | 1N6AA1E57HN516752 |
| 2004 CHEVROLET | EXPRESS G2500 3 DOOR VAN | ID# | 1GCGG29V841212830 |

Insurance is afforded only for the coverages for which limits of liability or premium charges are indicated.

| COVERAGES | 2017 NISS LIMITS | PREMIUMS | 2004 CHEV LIMITS | PREMIUMS |
|--------------------------------|--|--------------------------|--|------------------------|
| LIABILITY: | | | | |
| BODILY INJURY | \$100,000 Each Person \$300,000 Each Occurrence | \$ 186.50 | \$100,000 Each Person \$300,000 Each Occurrence | \$ 171.30 |
| PROPERTY DAMAGE | \$100,000 Each Occurrence | 129.00 | \$100,000 Each Occurrence | 101.30 |
| MEDICAL PAYMENTS | \$5,000 | 29.50 | \$5,000 | 15.30 |
| UNINSURED MOTORISTS: | | | | |
| BODILY INJURY | \$100,000 Each Person \$300,000 Each Accident | 102.90 | \$100,000 Each Person \$300,000 Each Accident | 60.40 |
| UNDERINSURED MOTORISTS: | | | | |
| BODILY INJURY | \$100,000 Each Person \$300,000 Each Accident | 87.20 | \$100,000 Each Person \$300,000 Each Accident | 51.30 |
| COMPREHENSIVE | Actual Cash Value Less \$1000 Deductible | 487.50 | Actual Cash Value Less \$1000 Deductible | 151.10 |
| COLLISION | Actual Cash Value Less \$1000 Deductible Diminishing Ded \$900 | 355.20 | Actual Cash Value Less \$1000 Deductible Diminishing Ded \$900 | 80.10 |
| ULTRA COVERAGE LEVEL | | 165.30 | | 75.60 |
| | | TOTAL \$ 1,543.10 | | TOTAL \$ 706.40 |

You may pay your premium in full or in installments. There is no installment fee for the following billing plans: Full Pay. Installment fees for all other billing plans are listed below. If more than one policy is billed on the installment bill, only the highest fee is charged. The fee is:
 \$2.00 per installment for recurring automatic deduction (EFT)
 \$5.00 per installment for recurring credit card or debit card
 \$5.00 per installment for all other payment methods



POLICY NUMBER: Z5108190

AUTOMOBILE POLICY DECLARATIONS

(CONTINUED)

NAMED INSURED:
 ROCKY GARRISON
 KYLIE GARRISON
 228 L GARRISON RD
 LAMPE MO 65681-6217

RENEWAL

POLICY PERIOD FROM: FEB. 28 2022
TO: FEB. 28 2023

at 12:01 A.M. standard time at
 the address of the insured as
 stated herein.

AGENT:
 ROBBINS INSURANCE GROUP, LLC
 1649 STATE HIGHWAY 248
 BRANSON MO 65616

AGENT TELEPHONE:
 (417) 527-0032

| RATED DRIVERS | | ROCKY GARRISON, KYLIE GARRISON |
|----------------|-----------------------------------|--------------------------------|
| 2015 CHEVROLET | SILVERADO C2500 HE 2 DOOR PICK-UP | ID# 1GB0CUEGXFZ116660 |
| LOSS PAYEE | CENTRAL BANK OF THE OZARKS | |
| 2018 JEEP | GRAND CHEROKEE OVE 4 DOOR | ID# 1C4RJFCG7JC142801 |

Insurance is afforded only for the coverages for which limits of liability or premium charges are indicated.

| COVERAGES | 2015 CHEV LIMITS | PREMIUMS | 2018 JEEP LIMITS | PREMIUMS |
|--------------------------------|--|--------------------------|--|--------------------------|
| LIABILITY: | | | | |
| BODILY INJURY | \$100,000 Each Person \$300,000 Each Occurrence | \$ 243.50 | \$100,000 Each Person \$300,000 Each Occurrence | \$ 205.70 |
| PROPERTY DAMAGE | \$100,000 Each Occurrence | 174.60 | \$100,000 Each Occurrence | 125.10 |
| MEDICAL PAYMENTS | \$5,000 | 25.10 | \$5,000 | 35.80 |
| UNINSURED MOTORISTS: | | | | |
| BODILY INJURY | \$100,000 Each Person \$300,000 Each Accident | 80.70 | \$100,000 Each Person \$300,000 Each Accident | 104.20 |
| UNDERINSURED MOTORISTS: | | | | |
| BODILY INJURY | \$100,000 Each Person \$300,000 Each Accident | 68.40 | \$100,000 Each Person \$300,000 Each Accident | 88.30 |
| COMPREHENSIVE | Actual Cash Value Less \$1000 Deductible | 379.60 | Actual Cash Value Less \$1000 Deductible | 458.60 |
| COLLISION | Actual Cash Value Less \$1000 Deductible Diminishing Ded \$900 | 180.60 | Actual Cash Value Less \$1000 Deductible Diminishing Ded \$900 | 309.60 |
| ULTRA COVERAGE LEVEL | | 138.30 | | 159.30 |
| | | ----- | | ----- |
| | | TOTAL \$ 1,290.80 | | TOTAL \$ 1,486.60 |



Coverage Is Provided In:
General Insurance Company of America, a stock company
Domiciled in New Hampshire
175 Berkeley Street, Boston, MA 02116

Policy Number:
BWG (22) 62 38 65 62

Policy Period:
From 12/02/2021 To 12/02/2022
*12:01 am Standard Time
at Insured Mailing Location*

Commercial Protector Common Policy Declarations

| Named Insured | Agent |
|---|--|
| Rocky Garrison DBA Garrison Heating and Air 228 L Garrison Rd Lampe, MO 65681-6217 | (417) 527-0032 Robbins Insurance Group, LLC 1649 State Highway 248 Branson, MO 65616- |

Named Insured Is: Limited Liability Company

Named Insured Business Is: Heating or Combined Heating and Air Conditioning Systems or Equipment - Installation, Service or Repair - No Liquefied Petroleum Gas (LPG) Equipment

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

SUMMARY OF COVERAGE PARTS AND CHARGES

These Declarations together with the Businessowners Coverage Form (and other applicable forms and endorsements, if any, issued to form a part of them) complete this policy.

| COVERAGE PART | CHARGES |
|----------------------|----------|
| Commercial Protector | \$987.00 |

Total Charges for all of the above coverage parts: \$987.00
Certified Acts of Terrorism Coverage: \$0.00 (Included)

Note: This is not a bill

IMPORTANT MESSAGES

- This policy is auditable. The Liability premium shown in the Declarations is an advance premium. Please refer to the conditions of the policy for details or contact your agent.

Issue Date 10/03/2021

Authorized Representative

To report a claim, call your Agent or 1-844-325-2467



Coverage Is Provided In:
 General Insurance Company of America, a stock company
 Domiciled in New Hampshire
 175 Berkeley Street, Boston, MA 02116

Policy Number:
BWG (22) 62 38 65 62
 Policy Period:
From 12/02/2021 To 12/02/2022
 12:01 am Standard Time
 at Insured Mailing Location

Commercial Protector Common Policy Declarations

Named Insured

Rocky Garrison DBA Garrison
 Heating and Air

Agent

(417) 527-0032
 Robbins Insurance Group, LLC

SUMMARY OF LOCATIONS

This policy provides coverage for the following location(s) under one or more coverage parts.

0001 228 L Garrison Rd, Lampe, MO 65681-6217

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

| FORM NUMBER | TITLE |
|----------------|--|
| BP 00 03 07 13 | Businessowners Coverage Form |
| BP 01 11 05 21 | Missouri Changes |
| BP 01 57 10 08 | Missouri Changes - Pollution Exclusion |
| BP 01 98 10 08 | Missouri Changes - Notice of Cancellation For Liquefied Petroleum Gas Retailers, Handlers And Transporters |
| BP 04 17 01 10 | Employment-Related Practices Exclusion |
| BP 04 97 01 06 | Waiver Of Transfer Of Right Of Recovery Against Other To Us |
| BP 05 23 01 15 | Cap On Losses from Certified Acts of Terrorism |
| BP 05 65 01 15 | Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act) |
| BP 05 77 01 06 | Fungi or Bacteria Exclusion (Liability) |
| BP 14 86 07 13 | Communicable Disease Exclusion |
| BP 14 88 07 13 | Primary and Noncontributory - Other Insurance Condition |
| BP 15 04 05 14 | Excl. - Access or Disclosure of Confidential/Personal Data |
| BP 79 74 07 13 | Amendment of Pollution Exclusion (Premises) |
| BP 81 15 03 11 | Exclusion - Asbestos |
| BP 89 31 10 17 | Exclusion - Exterior Finish Systems |
| BP 89 36 12 17 | Property Exclusion Endorsement |
| BP 89 38 07 19 | Non-Cumulation of Liability Limits (Same Occurrence) |
| BP 89 39 12 17 | Excess Provision - Consolidated (Wrap-Up) Insurance Program |
| BP 89 47 04 18 | Liability Broadening Endorsement |
| BP 90 20 01 19 | Exclusion - Consolidated Insurance Programs (Wrap-Up) |



Coverage Is Provided In:
General Insurance Company of America, a stock company
Domiciled in New Hampshire
175 Berkeley Street, Boston, MA 02116

Policy Number:
BWG (22) 62 38 65 62

Policy Period:
From 12/02/2021 To 12/02/2022
*12:01 am Standard Time
at Insured Mailing Location*

**Commercial Protector
Common Policy Declarations**

| Named Insured | Agent |
|--|--|
| Rocky Garrison DBA Garrison Heating and Air | (417) 527-0032 Robbins Insurance Group, LLC |

POLICY FORMS AND ENDORSEMENTS - continued

| FORM NUMBER | TITLE |
|--------------------|---|
| BP 90 37 01 21 | Cyber Incident Exclusion |
| CNB 90 08 02 20 | Policyholder Disclosure And Premium Notice Terrorism Risk Insurance Act |
| IL 88 53 11 20 | Actual Cash Value |

In witness whereof, we have caused this policy to be signed by our authorized officers.

Mark Touhey
Secretary

David H. Long
President



Coverage Is Provided In:
General Insurance Company of America, a stock company
Domiciled in New Hampshire
175 Berkeley Street, Boston, MA 02116

Policy Number:
BWG (22) 62 38 65 62

Policy Period:
From 12/02/2021 To 12/02/2022
*12:01 am Standard Time
at Insured Mailing Location*

**Commercial Protector
Declarations**

| Named Insured | Agent |
|--|--|
| Rocky Garrison DBA Garrison Heating and Air | (417) 527-0032 Robbins Insurance Group, LLC |

SUMMARY OF CHARGES

| DESCRIPTION | PREMIUM |
|---|-----------------|
| Businessowners Location(s) Total Property Premium (Coverage Not Included) | \$0.00 |
| Businessowners Location(s) Total Liability Premium | \$987.00 |
| Certified Acts of Terrorism Coverage (Included) | \$0.00 |
| Total Charges: | \$987.00 |

Note: This is not a bill



Coverage Is Provided In:
General Insurance Company of America, a stock company
Domiciled in New Hampshire
175 Berkeley Street, Boston, MA 02116

Policy Number:
BWG (22) 62 38 65 62

Policy Period:
From 12/02/2021 To 12/02/2022
*12:01 am Standard Time
at Insured Mailing Location*

Commercial Protector Declarations Schedule

| Named Insured | Agent |
|---|--|
| Rocky Garrison DBA Garrison Heating and Air | (417) 527-0032 Robbins Insurance Group, LLC |

SUMMARY OF LIABILITY LIMITS AND CHARGES

| Businessowners Liability Limits of Insurance | DESCRIPTION | LIMIT |
|--|---|-----------------|
| | Liability and Medical Expenses - Occurrence | 1,000,000 |
| | Aggregate Limits of Insurance | |
| | Products - Completed Operations | 2,000,000 |
| | Other than Products - Completed Operations | 2,000,000 |
| | Broadened Coverage For Damage To Premises Rented To You | 1,000,000 |
| | Medical Expenses (Any One Person) | 15,000 |
| | Premium | \$987.00 |



Policyholder Information

Named Insured & Mailing Address

GARRISON HEATING AND AIR
PO BOX 132
KIMBERLING CITY, MO 65686

Agent Mailing Address & Phone No.

(417) 527-0032
ROBBINS INSURANCE GROUP, LLC
1649 STATE HIGHWAY 248
BRANSON, MO 65616

Dear Policyholder:



We know you work hard to build your business. We work together with your agent, **ROBBINS INSURANCE GROUP, LLC (417) 527-0032** to help protect the things you care about. Thank you for selecting us.



Enclosed are your insurance documents consisting of:

- Workers Compensation And Employers Liability Insurance Policy, Information Page, Endorsements and Other Documents

To find your specific coverages, limits of liability and premium, please refer to your Workers Compensation and Employers Liability Insurance Policy Information Page, extensions, the policy and endorsements.

If you have any questions or changes that may affect your insurance needs, please contact your Agent at (417) 527-0032



- Verify that all information is correct
- If you have any changes, please contact your Agent at (417) 527-0032
- In case of a claim, call your Agent or 1-844-325-2467

You Need To Know

- CONTINUED ON NEXT PAGE



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You Need To Know - continued

- **NOTICE(S) TO POLICYHOLDER(S)**

The Important Notice(s) to Policyholder(s) provide a general explanation of changes in coverage to your policy. The Important Notice(s) to Policyholder(s) is not a part of your insurance policy and it does not alter policy provisions or conditions. Only the provisions of your policy determine the scope of your insurance protection. It is important that you read your policy carefully to determine your rights, duties and what is and is not covered.

| FORM NUMBER | TITLE |
|--------------------|--|
| CNI90 11 07 18 | Reporting A Commercial Claim 24 Hours A Day |
| FORM 24-1B | Missouri Contracting Classification Premium Adjustment Program Workers Compensation Premium Credit Application |
| NP 72 78 07 98 | Illinois Workers Comp Contractors Payroll Law Notice |
| NP 74 44 09 06 | U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders |
| NP 74 74 07 07 | Important Notice Allocation of Payrolls - Missouri |
| NP 89 69 11 10 | Important Policyholder Information Concerning Billing Practices |
| SNI90 01 12 18 | Policyholder Notice - Company Contact Information |
| SNW04 14 03 21 | Liberty Mutual Privacy Notice - California |

- This Workers Compensation and Employees Liability policy is auditable. Please refer to the conditions of the policy for details or contact your agent.
- This policy will be direct billed. You may choose to combine any number of policies on one bill with your billing account. Please contact your agent for more information.

CNI 90 11 07 18

REPORTING A COMMERCIAL CLAIM 24 HOURS A DAY

Liberty Mutual Insurance claims professionals across the United States are ready to resolve your claim quickly and fairly, so you and your team can focus on your business. Our claims teams are specialized, experienced and dedicated to a high standard of service.

We're Just a Call Away - One Phone Number to Report All Commercial Insurance Claims

Reporting a new claim has never been easier. A Liberty Mutual customer service representative is available to you 24/7 at 1(844)325-2467 for reporting new property, auto, liability and workers' compensation claims. With contact centers strategically located throughout the country for continuity and accessibility, we're there when we're needed!

Additional Resource for Workers' Compensation Customers

In many states, employers are required by law to use state-specific workers compensation claims forms and posting notices. This type of information can be found in the Policyholders Toolkit section of our website along with other helpful resources such as:

- Direct links to state workers compensation websites where you can find state-specific claim forms
- Assistance finding local medical providers
- First Fill pharmacy forms - part of our managed care pharmacy program committed to helping injured workers recover and return to work

Our Policyholder Toolkit can be accessed at www.libertymutualgroup.com/toolkit.

For all claims inquiries please call us at 1(844)325-2467 .



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(Name of Insured)
 (Address)
 (City, State, Zip Code)

**MISSOURI CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM
 WORKERS COMPENSATION PREMIUM CREDIT APPLICATION**

The Contracting Classification Premium Adjustment Program is applicable to qualifying employers engaged in contracting operations. A premium calculation, which may result in a premium credit for you, will be based on average hourly pay rates for each classification of contracting operations. To determine a possible credit, please return the completed premium credit application, as set out on the reverse side of this letter, to:

NCCI, Customer Service Center
 901 Peninsula Corporate Circle
 Boca Raton, FL 33487-1362

NCCI will advise us of any premium credit applicable.

If NCCI does not receive this application within 180 days after policy effective date, your premium calculation will not reflect any possible premium credit.

For each applicable classification (both contracting and noncontracting) covering your company's operations in the state of Missouri, report the total payroll (excluding overtime pay), and the corresponding total number of hours worked for any calendar quarter (first, second, third, or fourth) of the year preceding the policy effective date as reported to taxing authorities.

Note #1: You must clearly indicate the calendar quarter that is being submitted.

Note #2: If you are a new business with no prior operations or there was no complete quarter of operations prior to the policy effective date, submit the requested information for the first complete calendar quarter following the effective date of your workers compensation policy when available.

Note #3: In the absence of specific records for salaried employees, you should assume that each individual worked forty (40) hours per week.

Please preserve your payroll records that formed the basis for this declaration, because we will be required to verify the reported information in order for any premium credit to be applied.

Thank you for your cooperation.

Sincerely,

CONTRACTING CLASSIFICATION-PREMIUM CREDIT APPLICATION

Insured: _____

POLICY NUMBER: _____ POLICY EFFECTIVE DATE: _____

CARRIER: _____

NOTE: Unless code(s), total wages paid, total hours worked, and calendar quarter reported are indicated and application is signed, it cannot be processed. Contact your agent or carrier for assistance.

| CLASSIFICATION | CODE | TOTAL WAGES PAID | TOTAL HOURS WORKED |
|---|------|------------------|--------------------|
| Example: Electrical Wiring | 5190 | \$8,000 | 520 |
| | | | |
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| Non-Contracting Classifications: | | | |
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| | | | |

The foregoing is based on actual wages (excluding overtime pay) and hours worked as reflected in our payroll records for the complete calendar quarter.

Complete Calendar Quarter (please circle one):

| | |
|----------------|------------------|
| 1st (1/1-3/31) | 2nd (4/1-6/30) |
| 3rd (7/1-9/30) | 4th (10/1-12/31) |

Calendar Year: _____

SIGNATURE: _____ POSITION: _____ DATE: _____

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IMPORTANT NOTICE TO POLICYHOLDERS

Effective January 1, 1998, the Illinois legislature changed provisions applying to the Illinois Industrial Commission Operations Fund. We know that this law could impact your building or construction business.

The law now states that all building or construction firms who do business in Illinois, regardless of where the business itself is domiciled, must maintain records that separately show Illinois payrolls. This is required because workers' compensation premiums for Illinois exposures must now be based on Illinois rates. The legislation that introduced this requirement also contains a penalty provision. Failure to report the Illinois payrolls separately can result in a penalty of \$1,000 per day/per location subject to a \$50,000 maximum penalty per project.

We are providing this information now so you will have enough lead time to do the necessary record keeping in preparation of a premium audit.

If you have any questions concerning this legislation, please contact your agent.

Thank you for choosing to help you protect what's yours.

NP 74 44 09 06

**U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN
ASSETS CONTROL ("OFAC")
ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

Please refer any questions you may have to your insurance agent.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

NP 74 74 07 07

IMPORTANT NOTICE TO POLICYHOLDERS

This explanation is not part of your insurance policy, and it does not alter any of its provisions or conditions. No coverage is provided by this notice nor can it be construed to replace any provision in your policy or policies with us, or any forms attached to your policy or policies.

The following information only gives a general explanation of changes in coverage which may have occurred from your prior (or old) policy. Your business may involve factors which require you to obtain specific interpretations of the new policy wording. Read your policy carefully to determine rights, duties, and what is and is not covered. Only the provisions of your policy determine the scope of your insurance protection.

Please refer any questions you may have to your insurance agent.

Allocation of Payrolls - Missouri

For Workers Compensation and Employers Liability Policies effective on and after July 1, 2007, the State of Missouri allows executive officers, members of limited liability companies, partners, and sole proprietors to allocate 10% of their payroll to Classification Code 8810 - Clerical Office Employees or Code 8742 - Salespersons, regardless of their actual job duties.

We will allocate your payrolls accordingly at the time of the Premium Audit.

IMPORTANT POLICYHOLDER INFORMATION CONCERNING BILLING PRACTICES

Dear Valued Policyholder: This insert provides you with important information about our policy billing practices that may affect you. Please review it carefully and contact your agent if you have any questions.

Premium Notice: We will mail you a policy Premium Notice separately. The Premium Notice will provide you with specifics regarding your agent, the account and policy billed, the billing company, payment plan, policy number, transaction dates, description of transactions, charges/credits, policy amount balance, minimum amount, and payment due date. This insert explains fees that may apply to and be shown on your Premium Notice.

Available Premium Payment Plans:

- **Annual Payment Plan:** When this plan applies, you have elected to pay the entire premium amount balance shown on your Premium Notice in full. No installment billing fee applies when the Annual Payment Plan applies.
- **Installment Payment Plan:** When this plan applies, you have elected to pay your policy premium in installments (e.g.: quarterly or monthly installments - Installment Payment Plans vary by state). As noted below, an installment fee may apply when the Installment Payment Plan applies.

The Premium Payment Plan that applies to your policy is shown on the top of your Premium Notice. Please contact your agent if you want to change your Payment Plan election.

Installment Payment Plan Fee: If you elected to pay your premiums in installments using the Installment Premium Payment Plan, an installment billing fee applies to each installment bill. The installment billing charge will not apply, however, if you pay the entire balance due when you receive the bill for the first installment. Because the amount of the installment charge varies from state to state, please consult your Premium Notice for the actual fee that applies.

Dishonored Payment Fee: Your financial institution may refuse to honor the premium payment withdrawal request you submit to us due to insufficient funds in your account or for some other reason. If that is the case, and your premium payment withdrawal request is returned to us dishonored, a payment return fee will apply. Because the amount of the return fee varies from state to state, please consult your Premium Notice for the actual fee that applies.

Late Payment Fee: If we do not receive the minimum amount due on or before the date or time the payment is due, as indicated on your Premium Notice, you will receive a policy cancellation notice effective at a future date that will also reflect a late payment fee charge. Issuance of the cancellation notice due to non-payment of a scheduled installment(s) may result in the billing and collection of all or part of any outstanding premiums due for the policy period. Late Payment Fees vary from state to state and are not applicable in some states.

Special Note: Please note that some states do not permit the charging of certain fees. Therefore, if your state does not allow the charging of an Installment Payment Plan, Dishonored Payment or Late Payment Fee, the disallowed fee will not be charged and will not be included on your Premium Notice.

EFT-Automatic Withdrawals Payment Option: When you select this option, you will not be sent Premium Notices and, in most cases, will not be charged installment fees. For more information on our EFT-Automatic Withdrawals payment option, refer to the attached policyholder plan notice and enrollment sheet.

Once again, please contact your agent if you have any questions about the above billing practice information.

Thank you for selecting us to service your insurance needs.

SNI 90 01 12 18

POLICYHOLDER NOTICE - COMPANY CONTACT INFORMATION

In the event you need to contact someone about this policy for any reason, please contact your Sales Representative or Producer of Record as shown on the policy Declarations or Information Page.

If you have additional questions, you may contact the company at the following address:

Liberty Mutual Insurance
175 Berkeley Street
Boston, MA 02116
+1 (800) 344-0197

LIBERTY MUTUAL PRIVACY NOTICE - CALIFORNIA (Workers' Compensation) Effective December 11, 2020

Liberty Mutual Group, its affiliates and subsidiaries (collectively "Liberty Mutual" or "we", "us" and "our") provide workers' compensation insurance to companies. In this notice, we explain how we gather, use, share, and protect your data. This notice applies to you if you are a **California resident and** (i) are buying insurance for your company, (ii) your company has workers' compensation insurance with us, or (iii) you have a workers' compensation claim. If this notice does not apply to you, please go to libertymutual.com/privacy to review our privacy notices for other states.

What Personal Data Do We Collect?

The types of personal data we gather and share depends on your relationship to us. For example, we may gather different data if you are a claimant reporting an injury than if you are seeking a quote for insurance. The data we gather can include your social security number, income, and medical information related to your injury. It may also include data gathered as we provide insurance services, when you apply for such services, or from other contacts with you. It may also include:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal data**, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial data, medical data, or health insurance data;
- **Protected classification characteristics described in California Civil Code 1798.80(e)**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status;
- **Commercial data**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, data on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related data**, including current or past job history or performance evaluations;
- **Inferences drawn from other personal data**, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records and loss history data, health data, or criminal convictions; and
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data.

For data about the types of personal data we have gathered in the past twelve months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

How do you gather my data?

| | |
|---|--|
| <p>We gather your personal data directly from you. For example, you provide us with data when you:</p> <ul style="list-style-type: none"> ● ask about, buy insurance or file a claim ● pay your policy | <p>We also gather your personal data from other people. For example:</p> <ul style="list-style-type: none"> ● your insurance agent or broker ● your employer, association or business (if you are insured through them) |
|---|--|



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| <ul style="list-style-type: none"> ● visit our websites, call us, or visit our office | <ul style="list-style-type: none"> ● our affiliates or other insurance companies about your transactions with them |
| | <ul style="list-style-type: none"> ● consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property |
| | <ul style="list-style-type: none"> ● other public directories and sources |
| | <ul style="list-style-type: none"> ● third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti- fraud databases, sanctions lists, court judgments and other databases, government entities, open electoral register, advertising networks, data analytics providers, social networks, data brokers or in the event of a claim, third parties including other parties to the claim witnesses, experts loss adjustors and claim handlers |
| | <ul style="list-style-type: none"> ● other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy that requires your personal data |

Entities that share data with us may keep it and share it to others as permitted by law. For data about how we have gathered personal data in the past twelve months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

How Do We Use Your Personal Data?

Liberty Mutual uses your data to provide you with our products and services and as otherwise provided in this Notice. We may use your data and the data of our former customers for our business purposes. Our business purposes include:

| <u>Business Purpose</u> | <u>Data Categories</u> |
|--|---|
| <p>Market, sell and provide insurance. This includes for example:</p> <ul style="list-style-type: none"> ● calculating your premium; ● determining your eligibility for a quote; ● confirming your identity and service your policy; | <ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data |
| <p>Manage your claim. This includes, for example:</p> <ul style="list-style-type: none"> ● managing your claim, if any; ● conducting claims investigations; ● conducting medical examinations; ● conducting inspections, appraisals; ● providing roadside assistance; ● providing rental car replacement, or repairs; | <ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information |

| | |
|---|---|
| | <ul style="list-style-type: none"> ● Risk data ● Claims data |
| <p>Day to Day Business and Insurance Operations. This includes, for example:</p> <ul style="list-style-type: none"> ● creating, maintaining, customizing and securing accounts; ● supporting day-to-day business and insurance related functions; ● doing internal research for technology development; ● marketing and creating products and services; ● conducting audits related to a current contact with a consumer and other transactions; ● as described at or before the point of gathering personal data or with your authorization; | <ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data |
| <p>Security and Fraud Detection. This includes for example:</p> <ul style="list-style-type: none"> ● detecting security issues; ● protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities; ● managing risk and securing our systems, assets, infrastructure and premises; ● help to ensure the safety and security of Liberty staff, assets and resources, which may include physical and virtual access controls and access rights management; ● supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management; | <ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data |
| <p>Regulatory and Legal Requirements. This includes for example:</p> <ul style="list-style-type: none"> ● controls and access rights management; ● to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Liberty's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty is among the assets transferred; ● exercising and defending our legal rights and positions; ● to meet Liberty contract obligations; ● to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations; ● as otherwise permitted by law | <ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data |



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| <p>Improve Your Customer Experience and Our Products. This includes for example:</p> <ul style="list-style-type: none"> ● improve your customer experience, our products and service; ● to provide, support, personalize and develop our website, products and services; ● create and offer new products and services; | <ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data |
| <p>Analytics to identify, understand and manage our risks and products. This includes for example:</p> <ul style="list-style-type: none"> ● conducting analytics to better identify, understand and manage risk and our products; | <ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data |
| <p>Customer service and technical support. This includes for example:</p> <ul style="list-style-type: none"> ● answer questions and provide notifications; ● provide customer and technical support; | <ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data |

Do We Share Your Personal Data?

Liberty Mutual does not sell your personal data as defined by California law.

Liberty Mutual may share personal data with affiliated and non-affiliated third parties, including:

- Liberty Mutual affiliates;
- Service Providers (such as auto repair facilities, towing companies, property inspectors and independent adjusters);
- Insurance support organizations;
- Brokers and agents;
- Government entities (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Consumer reporting agencies;
- Advisors including law firms, accountants, auditors and tax advisors;
- Insurers, re-insurers, policy holders, and claimants;
- Group policyholders (for reporting claims data or an audit);
- Advertising networks, data analytics providers, and social networks;
- Service providers and affiliates for actuarial or research studies; and
- As permitted by law.

We may also share data with other companies that provide marketing services on our behalf or as part of a joint marketing agreement for products offered by Liberty Mutual. We will not share your personal data with others for their own marketing purposes.

We may also share data about our transactions (such as payment history) and experiences (such as claims made) with you to our affiliates.

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Liberty Mutual may share the following categories of personal data as needed for business purposes:

- | | |
|--|---|
| Identifiers | Personal Data |
| Protected Classification Characteristics | Commercial Data |
| Internet or other similar network activity | Professional, employment and education data |
| Inferences drawn from personal data | Risk Data |
| Claims Data | |

For data about how we have shared personal data in the past twelve months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

How Do We Keep your Personal Data Safe?

We maintain physical, electronic, and administrative safeguards created to protect your data from unauthorized access. Our employees and agents are authorized to access your data only for legitimate business purposes.

What Rights Do I Have to Learn More About My Personal Data?

You may have rights under California laws to learn more about our privacy practices. For example, you may have the right to request a copy of certain information about you to review its completeness and accuracy. You must make this request in writing by contacting us as indicated below.

You may have additional rights under other California laws. For more information about these rights, please go to libertymutual.com/privacy and click on the link California Supplemental Privacy Notice. If you cannot access the link, please contact us.

How to Contact Us:

You can submit requests, seek additional information, or obtain a copy of our privacy notice in an alternative format by either:

- Calling: 800-344-0197
- Email: Privacy@libertymutual.com
- Online: Libertymutualgroup.com/privacy-policy/data-request
- Mail: Attn: Privacy Office
Liberty Mutual Insurance Company
175 Berkeley St., 6th Floor
Boston, MA 02116

Who is Providing this Notice?

This privacy notice is provided on behalf of the following Liberty Mutual companies and affiliates:

America First Insurance Company, America First Lloyd's Insurance Company, American Economy Insurance Company, American Fire and Casualty Company, American States Insurance Company, American States Insurance Company of Texas, Colorado Casualty Insurance Company, Consolidated Insurance Company, Employers Insurance Company of Wausau, Excelsior Insurance Company, First National Insurance Company of America, General Insurance Company of America, Golden Eagle Insurance Corporation, Hawkeye-Security Insurance Company, Indiana Insurance Company, Liberty Insurance Corporation, Liberty Mutual Fire Insurance Company, Liberty Mutual Insurance Company, Liberty Mutual Mid-Atlantic Insurance Company, Liberty Northwest Insurance Corporation, LM Insurance Corporation, Montgomery Mutual Insurance Company, North Pacific Insurance Company, Ohio Security Insurance Company, Oregon Automobile Insurance Company, Peerless Indemnity Insurance Company, Peerless Insurance Company, The First Liberty Insurance Corporation, The Midwestern Indemnity Company, The Netherlands Insurance Company, The Ohio Casualty Insurance Company, Wausau Business Insurance Company, Wausau General Insurance Company, Wausau Underwriters Insurance Company, and West American Insurance Company.



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Workers Compensation And Employers Liability Insurance Policy
Coverage Is Provided In:
Ohio Security Insurance Company

WC 00 00 01 A

Policy Number:
XWS (23) 64 51 12 46
Prior Policy Number:
NEW

NCCI Co. No. 19291

**Workers Compensation and
Employers Liability Insurance Policy
Information Page**

ITEM 1: The Insured & Mailing Address

Agent Mailing Address & Phone No.

GARRISON HEATING AND AIR
PO BOX 132
KIMBERLING CITY, MO 65686

(417) 527-0032
ROBBINS INSURANCE GROUP, LLC
1649 STATE HIGHWAY 248
BRANSON, MO 65616

Individual Partnership

Corporation or Limited Liability Company

FEIN: 874313820

NAICS: 238220

Other workplaces not shown above:

ITEM 2 The policy period is from 03/04/2022 to 03/04/2023 12:01 am Standard Time at the insured's mailing address.

ITEM 3 A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: MO

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A.
The limits of our liability under Part Two are:
Bodily Injury by Accident \$1,000,000 each accident
Bodily Injury by Disease \$1,000,000 policy limit
Bodily Injury by Disease \$1,000,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: See Extension of Information Page

D. This policy includes these endorsements and schedules: See Policy Forms and Endorsements Summary

ITEM 4 The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications | Code No. | Premium Basis - Total Estimated Annual Remuneration | Rate per \$100 of Remuneration | Estimated Annual Premium |
|-----------------|----------|---|--------------------------------|--------------------------|
|-----------------|----------|---|--------------------------------|--------------------------|

See Extension of Information Page(s)

Total Estimated Annual Premium \$6,999.00

Total Surcharges and Assessments \$290.00

Minimum Premium \$1,000.00 MO Total Estimated Cost \$7,289.00

If indicated below, interim adjustments of premiums shall be made.

Deposit Premium \$7,289.00

Issue Date

Countersigned by: _____

To report a claim. call your Agent or 1-844-325-2467



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
XWS (23) 64 51 12 46
Policy Period:
From 03/04/2022 **To** 03/04/2023
Endorsement Period:
From **To**
12:01 am Standard Time
at Insured's Mailing Address

NCCI Co. No. 19291

**Workers Compensation and
Employers Liability Insurance Policy
Information Page**

Named Insured

Agent

GARRISON HEATING AND AIR

(417) 527-0032
ROBBINS INSURANCE GROUP, LLC

EXTENSION OF INFORMATION PAGE

NAME AND LOCATION SCHEDULE

Named Insured
001 GARRISON HEATING AND AIR

CSN
001 Entity: LIMITED LIABILITY CO FEIN: 874313820

Issue Date

Countersigned by: _____

To report a claim, call your Agent or 1-844-325-2467



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Coverage Is Provided In:
Ohio Security Insurance Company _____

Policy Number:
XWS (23) 64 51 12 46
Policy Period:
From 03/04/2022 **To** 03/04/2023
Endorsement Period:
From **To**
12:01 am Standard Time
at Insured's Mailing Address

NCCI Co. No. 19291

**Workers Compensation and
Employers Liability Insurance Policy
Information Page**

Named Insured

Agent

GARRISON HEATING AND AIR

(417) 527-0032
ROBBINS INSURANCE GROUP, LLC

EXTENSION OF INFORMATION PAGE

| Name Link Code | Location Description | Exposure Record Link | No. of Employees |
|----------------|---|----------------------|------------------|
| 001 | 359 L Garrison Rd Lampe, MO 65681-6209 | 00001 | 6 NAICS: 238220 |

Issue Date

Countersigned by: _____

To report a claim. call your Agent or 1-844-325-2467



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Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
XWS (23) 64 51 12 46
Policy Period:
From 03/04/2022 **To** 03/04/2023
Endorsement Period:
From **To**
12:01 am Standard Time
at Insured's Mailing Address

NCCI Co. No. 19291

**Workers Compensation and
Employers Liability Insurance Policy
Information Page**

| Named Insured | Agent |
|--------------------------|--|
| GARRISON HEATING AND AIR | (417) 527-0032 ROBBINS INSURANCE GROUP, LLC |

EXTENSION OF INFORMATION PAGE

ITEM 3 C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
All states except North Dakota, Ohio, Washington, Wyoming and states designated in Item 3.A. on the Information Page.



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Issue Date

Countersigned by: _____

To report a claim. call your Agent or 1-844-325-2467

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Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
XWS (23) 64 51 12 46
Policy Period:
From 03/04/2022 To 03/04/2023
Endorsement Period:
From To
12:01 am Standard Time
at Insured's Mailing Address

NCCI Co. No. 19291

**Workers Compensation and
Employers Liability Insurance Policy
Information Page**

| Named Insured | Agent |
|--------------------------|--|
| GARRISON HEATING AND AIR | (417) 527-0032 ROBBINS INSURANCE GROUP, LLC |

EXTENSION OF INFORMATION PAGE State: MISSOURI

ITEM 4 The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications | Code No. | Premium Basis - Total Estimated Annual Remuneration | Rate per \$100 of Remuneration | Estimated Annual Premium |
|--|----------|---|--------------------------------|--------------------------|
| GARRISON HEATING AND AIR | | | | |
| 359 L Garrison Rd Lampe, MO 65681-6209 NLC 001 CSN 001 state 24 exp rec link 00001 Heating Ventilation Air-Conditioning and Refrigeration Systems - Installation Service and Repair Shop Yard & Drivers | 5537 | 130,000.00 | 5.64 | 7,332.00 |
| Clerical Office Employees NOC | 8810 | 25,000.00 | .19 | 48.00 |
| Premium for Increased Limits Part Two | 9812 | | 1.1000% | 81.00 |
| Premium to equal incr. Limits Part Two Min. Prem | 9848 | | | 39.00 |
| Small Deductible Credit | 9664 | credit | 3.0000% | 221.00 |
| Total Subject Premium | | | | 7,279.00 |
| Risk Modeling Plan - Premium | 9147 | credit | .925 | 546.00 |
| Total Estimated Annual Standard Premium | | | | 6,733.00 |
| Expense Constant | 0900 | | | 250.00 |
| Terrorism | 9740 | 155,000.00 | .01 | 16.00 |
| Total Estimated Annual Premium | | | | 6,999.00 |
| Second Injury Fund Surcharge | 9119 | | 4.0000 | 288.00 |
| MO Administrative Surcharge | 0935 | | 1.0000% | 2.00 |
| Total Estimated Cost | | | | 7,289.00 |

Countersigned by: _____

Issue Date

To report a claim, call your Agent or 1-844-325-2467



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Coverage Is Provided In:
Ohio Security Insurance Company _____

Policy Number:
XWS (23) 64 51 12 46
Policy Period:
From 03/04/2022 **To** 03/04/2023
Endorsement Period:
From **To**
12:01 am Standard Time
at Insured's Mailing Address

NCCI Co. No. | 19291 |

**Workers Compensation and
Employers Liability Insurance Policy
Information Page**

| Named Insured | Agent |
|--------------------------|--|
| GARRISON HEATING AND AIR | (417) 527-0032 ROBBINS INSURANCE GROUP, LLC |

EXTENSION OF INFORMATION PAGE

POLICY FORMS AND ENDORSEMENTS

This section lists all the Forms and Endorsements that make up your policy. Refer to these documents as needed for detailed information concerning your coverage.

| FORM NUMBER | TITLE | STATE(S) Applicable |
|--------------------|--|----------------------------|
| WC 00 03 08 | Partners, Officers and Others Exclusion Endorsement | MO |
| WC 00 04 14 A | 90-Day Reporting Requirement-Notification Of Change In Ownership Endorsement | MO |
| WC 00 04 19 | Premium Due Date Endorsement | MO |
| WC 00 04 22 C | Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement | MO |
| WC 24 04 01 | Missouri Contracting Classification Premium Adjustment Endorsement | MO |
| WC 24 04 06 D | Missouri Employer - Paid Medical Endorsement | MO |
| WC 24 06 01 B | Missouri Cancellation and Nonrenewal Endorsement | MO |
| WC 24 06 03 | Missouri Benefits Deductible Endorsement | MO |
| WC 24 06 04 C | Missouri Amendatory Endorsement | MO |
| WC 99 06 56 | Missouri Property and Casualty Guaranty Association Endorsement | MO |
| WC 99 20 77 | Missouri Notification of Additional Mesothelioma Benefits Endorsement | MO |

Issue Date

Countersigned by: _____

To report a claim. call your Agent or 1-844-325-2467



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PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT

The policy does not cover bodily injury to any person described in the Schedule.

The premium basis for the policy does not include the remuneration of such persons.

You will reimburse us for any payment we must make because of bodily injury to such persons.

Schedule

Partners

Officers

Others

Rocky Garrison



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WC 00 03 08
(Ed. 4-84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Endorsement No. 0001

Policy Effective 03/04/2022 Premium

State

Policy No. XWS (23) 64 51 12 46

Insured GARRISON HEATING AND AIR

Insurance Company Ohio Security Insurance Company 19291

Countersigned by _____

WC 00 03 08
(Ed. 4-84)

Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property, or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.



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WC 00 04 22 C
(Ed. 01-2021)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

| | Schedule | |
|--------------|-----------------|----------------|
| State | Rate | Premium |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Issued by Ohio Security Insurance Company 19291

For attachment to Policy No. XWS (23) 64 51 12 46 Effective Date Premium \$

Issued to GARRISON HEATING AND AIR Endorsement No.

WC 00 04 22 C
(Ed. 01-2021)

MISSOURI EMPLOYER-PAID MEDICAL ENDORSEMENT

This endorsement applies because Missouri is shown in Item 3.A. of the Information Page.

As a Missouri employer, you have the right, as provided by Section 287.957 of the Revised Statutes of Missouri, to have medical-only claims that do not exceed 20% of the current primary and excess loss split point amount, as shown in the Schedule below, excluded from your experience rating modification calculation. This will only be allowed when you pay all of the employee's medical costs; there is no lost time from the employment, other than the first three days or less of disability; and no claim is filed. The current primary and excess loss split point amount is provided in the rating values of NCCI's *Experience Rating Plan Manual*. **You still must report all injuries, regardless of the dollar amount, to the Division of Workers' Compensation and to us.**

However, it should be noted that if, at any time, the medical expenses that are paid out of pocket due to a particular injury ever exceed 20% of the current primary and excess loss split point amount and/or the employee misses more than three days from work due to the injury, then this injury must be reported to us as a claim. We will pay the full amount of the claim, which includes any reimbursements due to you for past medical expenses incurred by you for this particular claim. As a result, the total amount of losses incurred by us due to this claim will be included in your experience rating modification calculation.

Schedule

20% of the Current Primary and Excess Loss Split Point Amount 3300

Issued by Ohio Security Insurance Company 19291

For attachment to Policy No. XWS (23) 64 51 12 46 Effective Date Premium \$

Issued to GARRISON HEATING AND AIR

WC 24 04 06 D



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MISSOURI BENEFITS DEDUCTIBLE ENDORSEMENT

THIS WORKERS COMPENSATION POLICY CONTAINS A DEDUCTIBLE OPTION UNDER WHICH YOU, THE EMPLOYER, ARE REQUIRED TO REIMBURSE CERTAIN LOSSES. PLEASE READ THIS POLICY CAREFULLY AND UNDERSTAND ITS CONDITIONS THOROUGHLY PRIOR TO PURCHASING COVERAGE.

This deductible endorsement applies only to the insurance provided by Part One (Workers Compensation Insurance) because Missouri is shown in Item 3.A. of the Information Page. It does not apply to Employers Liability Insurance under Part Two. Because you have selected a deductible option under this policy, coverage under Part One (Workers Compensation Insurance) applies only to benefits in excess of the deductible amount shown below, for:

1. Bodily injury by accident; this deductible amount shall apply on a per accident basis. You will be responsible for amounts below this deductible.
2. Bodily injury by disease; this deductible shall apply on a per employee basis.

We will initially pay the deductible amount for you in accordance with state statute. However, if you fail to reimburse us within 30 days after we send you notice that payment is due, we may, at our option, cancel this endorsement.

Deductible Amount

\$2,500

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

| | |
|---|----------------------|
| Endorsement Effective | Endorsement No. 0002 |
| Policy Effective 03/04/2022 | Premium |
| State | |
| Policy No. XWS (23) 64 51 12 46 | |
| Insured GARRISON HEATING AND AIR | |
| Insurance Company Ohio Security Insurance Company | 19291 |

Countersigned by _____

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To be submitted with Vendor's Bid

We DO NOT take exception to the IFB Documents/Requirements.

We TAKE exception to the IFB Documents/Requirements as follows:

Bidder acknowledges receipt of the following addendums:

Addendum No. ____ Addendum No. ____

Addendum No. ____ Addendum No. ____

Print Email roamisonhvac@gmail.com

Print Federal Tax ID No. 87-4313820

AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-49 A Resolution of the City Council Authorizing the City Administrator to Execute an Agreement with Kenton Brothers Locksmiths, Incorporated for Installation and Integration of the Gallagher Access Control System.

Submitted By: Chris Crosby, IT Director

Date: 8/23/2022

Issue Statement

Replacement of KeyScan Access Control system that is not supported and at end of life.

Discussion and/or Analysis

The current access control system in the City is over 15 years old, and we do not have any support for the existing system. We are not able to patch or update the current system. The hardware is way past the end of life. We can no longer add to the system. Due to these issues, we have identified the current system as a significant security concern.

The IT department completed an invitation for bid to replace the current system. We received two proposals that were very competitive in features and cost.

We have decided to go forward with the solution Kenton Brothers provided. It is a Gallagher system. The Kenton Brothers solution was priced better, and the reoccurring license fees were significantly less. This will be a apples-to-apples replacement for all existing controllers and card readers in the City. This bid also includes the new BUILDs building and will be a net add to our current system.

With this system, we can safely grant access to employees and remove access much quicker. In addition, this solution will have support and updates, ensuring we will be secure in all technical aspects. This solution will also be able to grow with the needs of the City.

Completion of replacement project by 12/31/22. BUILDs addition as part of the construction plan.

The total cost for this project will be \$88,438.11, with a reoccurring licensing fee of \$1297.00 starting a year from the implementation. This contract is a three-year agreement at that licensing rate. This project was budgeted and planned for as part of the ARPA funding we received in 2021.

Recommended Action

City Staff recommends City Council approve an Agreement with Kenton Brothers for the Gallagher Access Control system for the City, for a period of three (3) years.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH KENTON BROTHERS LOCKSMITHS, INCORPORATED FOR INSTALLATION AND INTEGRATION OF THE GALLAGHER ACCESS CONTROL SYSTEM

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, the City’s current KeyScan Access Control System (“Current System”) is over fifteen (15) years old and lacks support resources and update capabilities; and

WHEREAS, due to the age-related limitations of the Current System, the IT Department has identified it as a significant safety concern for the City; and

WHEREAS, the IT Department recently solicited proposals to replace the Current System (the “Project”), and received two responses that were both competitive in cost and features; and

WHEREAS, after review and consideration of both proposals, the City has selected Kenton Brothers Locksmiths, Incorporated (“Kenton Brothers”), which proposes to provide the City with a Gallagher system to replace the Current System; and

WHEREAS, Kenton Brothers has presented a timeline for completion of the Project by December 31, 2022 and an estimated total cost of \$88,438.11; and

WHEREAS, the agreement with Kenton Brothers will include a reoccurring licensing fee of \$1,297 per year (dependent upon number of devices on the system) for a three-year period; and

WHEREAS, Council believes replacement of the Current System with the Gallagher Access Control System to be installed by Kenton Brothers is in the best interests of the City and its citizens as it will ensure the safety and security of City equipment, property, staff and other essential City resources.

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

Section 1: The City Administrator, and/or his designee(s), on behalf of the City, is hereby authorized to execute and deliver any documents necessary to enter into a 3-year agreement with Kenton Brothers Locksmiths, Incorporated for installation and integration of the Gallagher Access Control system.

Section 2: The WHEREAS clauses are hereby specifically incorporated herein by reference.

Section 3: This Resolution shall become effective on and after the date of passage and approval as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



City of Republic - Invitation for Bid

Access Control Replacement for City of Republic

SEALED BIDS MUST BE PHYSICALLY RECEIVED AT REPUBLIC CITY HALL PRIOR TO 3:00 P.M. on Monday, August 11, 2022. Bids will be opened by the City at Republic City Hall on August 11, 2022 at 3:00 p.m.

BIDS SHOULD BE ADDRESSED AS FOLLOWS:

**City of Republic
c/o City Clerk, Laura Burbridge
213 N. Main Avenue
Republic, MO 65738**

Bids must be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the Bidder.

- 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 any contract, agreement or award resulting from this Invitation for Bid.
- FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.
- 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.
- Bids will be taken to City Council for approval on **Tuesday September 6, 2022.** Notice to proceed shall follow immediately upon and following approval granted by City Council.

DESCRIPTION:

Primary: Replacement of all current Access Control hardware and software for multiple city buildings.

To adequately support the needs of the City’s current technical environment, below are minimum requirements that must be satisfied by all proposal submissions:

- Total replacement of 46 existing door systems across 5 different locations.
 - All door systems have door hardware and functioning cabling.
 - 46 Readers & 20 Controllers,
- Access control units for new building. 12 doors and 2 vehicle gates
 - All doors and gates will have door hardware and functioning cabling.
 - Project start separate date
- Include 150 key fobs and 100 Bluetooth credentials
- Ability to manage from the cloud or on prim through centralized management
- Access Control Platform compatible with City’s existing Windows server infrastructure and integrates with active directory and/or Azure AD.
- 1-year minimum manufacturer warranty
- Support and training with documentation on initial deployment and for continued self-support

- Scalability to add more units as the need arises

Existing Environment:

The following table lists the technical components of the City's existing infrastructure. Hardware is Keyscan and Software is Keyscan System VII

| Location | Controllers | Readers |
|-----------------------|-------------|---------|
| City Hall | 1 | 1 |
| Fire Station 1 | 1 | 4 |
| Fire Station 2 | 1 | 5 |
| Police Department | 5 | 28 |
| Community Development | 1 | 2 |
| Public Works | 1 | 4 |

Evaluation Criteria

All proposal submissions will be evaluated and scored with the same criteria. These criteria include:

- Hardware and license compatibility.
- Adherence to technical minimums specified in Bid Scope.
- Demonstrated cost consideration in proposal.
- Consideration of ease of implementation regarding the existing environment.
- Competency and professionalism of proposal.
- Overall comprehension of the project and the City's needs.

Inquiries: All inquiries for information should be directed to:

Chris Crosby, IT Director
 Information Technology, City of Republic
ccrosby@republicmo.com
 (417) 732-3406

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 August 11, 2022 at 3:00 p.m.
02. All Bidders (individually, “Bidder”; collectively, “Bidders”) and/or their authorized representative(s) are permitted to attend the opening of the Bids.
03. **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**

04. **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.
05. **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.
06. **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.

07. **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.
08. **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.
09. **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.
10. **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.
11. **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 statement, verification of availability of equipment and personnel, and past performance records.
12. **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.
13. **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.

14. **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.
15. **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.
16. **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:
- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.
 - b. 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.
 - c. 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.
 - d. 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.
17. **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.
18. **Liability and Indemnity:**
- a. 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.
 - b. 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.
 - c. 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.
19. **IFB Forms, Variances, and Alternates:** Bids must be submitted on the forms attached to this IFB as provided

the City; however, additional information may be attached. Bidders must indicate any variances from the 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.

20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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).
26. **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.
27. **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.
28. **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.
29. **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.
30. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
31. **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.
32. **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.
33. **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.
34. **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.
35. **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.
36. **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.
37. **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.
38. **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 m terms and conditions of the IFB and payment of all labor and material supplies.

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

Item 6.

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

| Item | Description of Work | Price |
|------------------------|--|-----------------|
| <p>Base Bid</p> | <ul style="list-style-type: none"> • Labor and equipment for replacing existing access control environment • Labor and equipment for new BUILDs building in early 2023 • All Bids to include: <ul style="list-style-type: none"> ○ Travel Expenses ○ Delivery Costs ○ Administrative costs • All replacement work must be completed by December 31, 2022. • New installation for BUILD Building to be determined based on construction times-Estimated March or April. <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. | <p>\$ _____</p> |

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: Replacement of all current access control hardware and software for the City of Republic infrastructure</p> <p>213 N Main Street</p> <p>Republic, MO 65738</p> | <p>Company Legal Name:</p> <p>_____</p> |
| | <p>Address:</p> <p>_____</p> <p>_____</p> |
| <p>Telephone: _____</p> <p>Cellular: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p> | <p>Signature:</p> <p>_____</p> <p>Name and Title:</p> <p>_____</p> |
| | <p>Dated: _____</p> <p>Bidder's Federal ID Number: _____</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 _____, State of _____, personally appeared _____ (Name) who is _____ (Title) of _____ (Name of company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

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

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

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

Signature

Printed Name

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

Notary Public

My commission expires: _____

Company ID Number: XXXXXX

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

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

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

Employer, Your Company Name

John Doe
Name (Please type or print)

Title

Electronically Signed
Signature

Date

Verification

Department of Homeland Security Division

USCIS Verification Division
Name (Please type or print)

Title

Electronically Signed
Signature

Date

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

City of Republic, Missouri
AFFIDAVIT OF COMPLIANCE WITH INVITATION FOR BID

To be submitted with all Bids in response to this IFB

____ 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 _____

ADDENDA

By _____
(Authorized Person's Signature)

Offeror acknowledges receipt of the following addendum:

Company Address _____

Addendum No. _____

Addendum No. _____

Telephone Number _____

Addendum No. _____

Fax Number _____

Addendum No. _____

Date _____

Email _____

Federal Tax ID No. _____

DBE Vendor (Yes/No): _____ Minority Owned: _____
Women Owned: _____
Veteran Owned: _____

City of Republic, Missouri
STATEMENT OF "NO PROPOSAL" / "NO BID"

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR IFB FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY(PLEASE EXPLAIN IN THE "REMARKS" SECTION BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN IN THE "REMARKS" SECTION BELOW).

_____ OTHER (PLEASE SPECIFY IN THE "REMARKS" SECTION BELOW).

REMARKS:

COMPANY NAME: _____

ADDRESS: _____

TITLE: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

DATE: _____

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF REPUBLIC
213 N. MAIN AVENUE REPUBLIC, MO 65738

Missouri Tax ID Number: 12492990

Effective Date:
07/11/2002

Your application for sales/use tax exempt status has been approved, pursuant to Section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of Section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable.

It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

MISSOURI PROJECT EXEMPTION CERTIFICATE

Authorization for Purchasing Construction Materials for Tax Exempt Project
(The Form and Content of this Exemption Certificate have been approved by the Missouri Department of Revenue)

EXEMPT ENTITY ISSUING CERTIFICATE

Name: City of Republic, Missouri
Address: 213 N. Main Avenue
City/State/Zip: Republic, Missouri 65738

MO Tax Exempt I.D. #: 12492990
Contract Date:
Contract #: _____
Project Description: _____
Project Location: _____
Project Completion Date: _____
Auth. Signature: _____
Date: _____

Letter Effective Date:
Certificate Expiration Date:
Revised Expiration Date: _____

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction of the project identified herein and no other, pursuant to Section 144.62, RSMo.

PURCHASING CONTRACTOR OR SUBCONTRACTOR

Name: _____
Address: _____
City/State/Zip: _____

INSTRUCTIONS

EXEMPT ENTITY - A signed copy of this certificate, along with your MO Tax Exemption Letter, must be furnished to each contractor and/or subcontractor who will be purchasing tangible personal property for use in the project. It is the exempt entity's responsibility to ensure the validity of the certificate. You must issue a certificate with a Revised Expiration Date if purchases will be required to complete the project beyond the original Project Exemption Date.

CONTRACTOR OR SUBCONTRACTOR - The contractor shall furnish a completed copy of this exemption certificate, along with a copy of the exempt entity's MO Tax Exemption Letter, to all subcontractors, and any contractor or subcontractor purchasing materials shall present copies of such documents to all material suppliers as authorization to purchase, on behalf of the exempt entity, all tangible personal property and materials to be incorporated or consumed in the construction of that project and no other on a tax-exempt basis. A copy of each certificate must be retained by the purchaser for a period of five years.

MATERIAL SUPPLIER - A completed copy of this exemption certificate, along with the MO Tax Exemption Letter of the exempt entity contracting for the project, must be obtained from the contractor or subcontractor making purchases of tangible personal property for use in the project, and retained for audit purposes. Invoices issued for such purchases must reflect the name of the exempt entity and the project number assigned by the exempt entity shown above.

ATTACHMENT A - BID SUBMISSION FORM

Item 6.

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

| Item | Description of Work | Price |
|------------------------|--|----------------------------|
| <p>Base Bid</p> | <ul style="list-style-type: none"> • Labor and equipment for replacing existing access control environment • Labor and equipment for new BUILDs building in early 2023 • All Bids to include: <ul style="list-style-type: none"> ○ Travel Expenses ○ Delivery Costs ○ Administrative costs • All replacement work must be completed by December 31, 2022. • New installation for BUILD Building to be determined based on construction times-Estimated March or April. <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. | <p>\$ <u>88,438.11</u></p> |

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: Replacement of all current access control hardware and software for the City of Republic infrastructure</p> <p>213 N Main Street</p> <p>Republic, MO 65738</p> | <p>Company Legal Name: <u>Kenton Brothers Locksmiths Inc</u></p> |
| <p>Telephone: <u>573-607-0143</u></p> <p>Cellular: <u>573-607-0143</u></p> <p>Facsimile: <u>1-816-471-1897</u></p> <p>E-mail: <u>stuartp@KENTONBROTHERS.COM</u></p> | <p>Address: <u>3401 E Truman Road</u> <u>Kansas City, MO 64127</u></p> <p>Signature: <u>Stuart Parnell</u></p> <p>Name and Title: <u>Security Consultant</u></p> <p>Dated: <u>8/11/2022</u></p> <p>Bidder's Federal ID Number: <u>44-0312770</u></p> |



Kenton
BROTHERS INC.
All Secure.

Item 6.

Proposal: Q2534

**City of Republic-Access Control for Main Building
and New Building**



Prepared for:

10373 City of Republic
213 North Main Street
Republic, MO 65738 US

**P
E
W**

Proposal Issued:
8/11/2022

Proposal Valid to:
09/10/22



About Us

Founded in 1897, Kenton Brothers Systems for Security is one of the oldest and most trusted security providers to commercial organizations in the region.

From our headquarters in Kansas City, we're centrally positioned to serve our local, regional and national clients and generations of buildings and businesses.

Today, our company focuses on the next generation of systems for security, including the latest technologies in network based access control, surveillance systems and video analytics. Rely on our experience of being in the business of protecting people, property and possessions for over a century to be your one source for security products and services.

**All Secure.
Since 1897**



A Women-Owned Enterprise.
Grandad would be proud

3401 E. Truman Road | Kansas City, MO 64127
P - 816.842.3700 | F - 816.4
kentonbroth



Kenton Brothers Systems for Security Capability Statement



Core Competencies: Century Old Company on the Forefront of Security Innovation

Kenton Brothers Systems for Security is a complete physical security integrator based in Kansas City, Mo with offices in Wichita, KS and Columbia, MO. While our roots go back over a century, our company focus is on innovation and technology that is leading the way into the future of security in identity management, business systems, global site management, and hosted systems.

Security Solutions:

- Master key systems
- Access control
- IP access control
- Video cameras/Security cameras
- IP video security
- Hosted and managed systems
- Global site management solutions
- Business management solutions
- Inventory control/quality control

Security Products:

- Video cameras
- Access control systems
- Electrified locking hardware
- Commercial Hardware
- ADA operators
- Metal Detectors
- Turnstiles
- Hide-Away storm shelter
- USPS approved postal boxes
- Door closers
- Safes

Past Performance:

Integrated IP Security Solutions:

- Independence Power & Light--Complete security solution including nonlethal electric fence, turnstiles, locking hardware, IP access control and security cameras with night vision.
- Glazers Distributors--Complete security solution and inventory management system including locking hardware, identity management, IP access control, and high-resolution IP video security.
- Kansas City University of Medicine and Bioscience--IP access control and identity management software, IP security cameras, single network solution.
- Belton School District--IP access control and security cameras on a single platform integrated with the Belton PD.

IP Video Security:

- Independence Police Dept--IP video security solution including high-resolution video cameras and video management software.
- Belton Police Dept--IP video security solution including high-resolution video cameras in the interrogation rooms, microphones, and innovative video management software.
- Consolidated Container Company--IP video solution for security and quality control.

Access Control:

- Missouri State University--IP access control designed to integrate with Blackboard software management allowing for a one card system for identity management and purchasing.

Physical Security Solutions:

- National Nuclear Security Administration, Kansas City Security Complex--Locking hardware, door, and GSA certified container security.
- Waterone of Johnson County--Masterkey system and rekey with bilevel patented key control, administrative software, electrified locking hardware, padlocks, gates, and ADA hardware.

Differentiators:

Item 6.

WBENC national certification, WBE state and city certifications, DOE security clearance. Product certifications include: S&G 2740 high security locks, LKM 7000, Kaba Mas X09, X10 GSA containers, Avigilon, Axis, Lenel/S2, Bosch, Milestone, Gallagher, Garrett, Exacq, Assa Abloy, Allegion.

Codes and Classifications:

| | | | | |
|---------------------|--------|---------------------|-----------|--------|
| Cage Code: | 6J449 | DUNS Number: | 029848918 | |
| NAICS Codes: | 327390 | 423420 | 423850 | 561622 |
| | 332311 | 423710 | 561621 | |
| PSC Codes: | N063 | 4240 | 5411 | 6350 |
| | N075 | 5410 | 5810 | 7520 |
| | R429 | | | |

Company Information:

Kenton Brothers Systems for Security
3401 E Truman Road
Kansas City, MO 64127
888-536-8661

www.kentonbrothers.com

Primary Contacts:

| | | |
|--------------------------------------|--------------|--|
| Gina Stuelke, Owner/CEO | 816-888-5840 | gina@kentonbrothers.com |
| David Strickland, VP Operations | 816-888-5839 | davids@kentonbrothers.com |
| Neal Bellamy, Director of IT | 816-888-5833 | nealb@kentonbrothers.com |
| Diane Bowman, Controller | 816-888-5847 | DianeB@kentonbrothers.com |
| Ryan Kaullen, Field Services Manager | 816-888-5843 | Ryank@kentonbrothers.com |

Client Information

Name: 10373 City of Republic

Site:
10373 City of Republic

213 North Main Street
Republic, MO 65738 US

Billing:
10373 City of Republic

213 North Main Street
Republic, MO 65738 US

Contact:

Project Description

Project Objectives

To ensure a successful implementation and completion of this project, the following objective(s) will be completed by Kenton Brothers Inc.

- Provide a Replacement Access Control System

Project Assumptions

The services and hardware proposed in this document are developed based on the information provided by City of Republic. The configuration and technical details set forth in this document are intended to provide City of Republic with a solution designed to meet the current and future needs of the company. Kenton Brothers assumes:

- Client will grant KB consultants and engineers reasonable access to facilities, IT systems, and administrative access rights needed to complete this project.
- Client will provide adequate workspace for KB personnel.
- Client will make available all participating client personnel so as to facilitate timely completion of this project and the knowledge transfer process.
- Client will execute the timely review and approval of deliverables and project completion documentation in support of the overall project plan and objectives.
- Any and all training provided as a part of the project scope is designed to give clients an initial exposure to the systems involved. It is not designed to be a replacement for the comprehensive material offered by the manufacturer's education services.
- Client understands that KB is assuming that the current card readers, cabling, Electronic door hardware, and device power supplies are in working condition and can be reused per the request for bid provided by City of Republic. KB can supply these items if needed at an additional cost.
- All work will be performed during normal business hours.

Scope of Engineering Work

The following is an overview of the engineering work to be performed and outlines KB responsibilities for the successful completion of this project:

Headend Command Software

- KB will work with client to see if we can get a export of information from the existing Keyscan system.
- KB will the install a new the Gallagher Command Software on a server provided by City of

Republic. In order to minimize downtime KB will prepare the new Gallagher system so that we can plan a cut over of one location at a time until all locations are installed.

- City of Republic will work with KB to attach the Gallagher command server to communicate with the City's network. The server will need to communicate with all of the new controller locations. If allowed the server will also need to communicate with the outside world for remote service and programming.
- KB will use the export as an import of users into the new Gallagher system. If an export can not be obtained, KB will train the client on how to add the users so that the client can enter them into the Gallagher system as training.
- network.
- KB will install the client management software on up to 3 PC's provide by client and work with them to make sure it working properly

City Hall (1controller & 1 Reader)

- KB will verify proper operation of the existing door and reader hardware before removing the Keyscan panels. KB will notify client if hardware is found that is not performing properly to provide repair estimates.
- KB will remove the Keyscan ACC panels from the wall and replace them with New Gallagher 6000 Controllers.
- KB will re terminate the existing portals to the new Gallagher panels.
- KB will use existing power supplies to power the door hardware. If additional power supplies are needed KB can provide them at an additional cost.
- KB will replace the existing door readers with Gallagher readers with Bluetooth availability.
- KB will re terminate the readers to the Gallagher system.
- KB will re terminated to the existing REX and DPS devices as needed if they are already installed and operating on the existing doors.
- KB will verify proper operation of the Gallagher system with theses doors.

Fire Station 1 (1controller & 4 Readers)

- KB will verify proper operation of the existing door and reader hardware before removing the Keyscan panels. KB will notify client if hardware is found that is not performing properly to provide repair estimates.
- KB will remove the Keyscan ACC panels from the wall and replace them with New Gallagher 6000 Controllers.
- KB will re terminate the existing portals to the new Gallagher panels.
- KB will use existing power supplies to power the door hardware. If additional power supplies are needed KB can provide them at an additional cost.
- KB will replace the existing door readers with Gallagher readers with Bluetooth availability.
- KB will re terminate the readers to the Gallagher system.
- KB will re terminated the existing REX and DPS devices as needed if they are already installed and operating on the existing doors.
- KB will verify proper operation of the Gallagher system with theses doors.

Fire Station 2 (1controller & 5 Readers)

- KB will verify proper operation of the existing door and reader hardware before removing the Keyscan panels. KB will notify client if hardware is found that is not performing properly to provide repair estimates.
- KB will remove the Keyscan ACC panels from the wall and replace them with New

Gallagher 6000 Controllers.

- KB will re terminate the existing portals to the new Gallagher panels.
- KB will use existing power supplies to power the door hardware. If additional power supplies are needed KB can provide them at an additional cost.
- KB will replace the existing door readers with Gallagher readers with Bluetooth availability.
- KB will re terminate the readers to the Gallagher system.
- KB will re terminated the existing REX and DPS devices as needed if they are already installed and operating on the existing doors.
- KB will verify proper operation of the Gallagher system with theses doors.

Police Department (5controller & 28 Readers)

- KB will verify proper operation of the existing door and reader hardware before removing the Keyscan panels. KB will notify client if hardware is found that is not performing properly to provide repair estimates.
- KB will remove the Keyscan ACC panels from the wall and replace them with New Gallagher 6000 Controllers.
- KB will re terminate the existing portals to the new Gallagher panels.
- KB will use existing power supplies to power the door hardware. If additional power supplies are needed KB can provide them at an additional cost.
- KB will replace the existing door readers with Gallagher readers with Bluetooth availability.
- KB will re terminate the readers to the Gallagher system.
- KB will re terminated the existing REX and DPS devices as needed if they are already installed and operating on the existing doors.
- KB will verify proper operation of the Gallagher system with theses doors.

Community Development (1controller & 2 Readers)

- KB will verify proper operation of the existing door and reader hardware before removing the Keyscan panels. KB will notify client if hardware is found that is not performing properly to provide repair estimates.
- KB will remove the Keyscan ACC panels from the wall and replace them with New Gallagher 6000 Controllers.
- KB will re terminate the existing portals to the new Gallagher panels.
- KB will use existing power supplies to power the door hardware. If additional power supplies are needed KB can provide them at an additional cost.
- KB will replace the existing door readers with Gallagher readers with Bluetooth availability.
- KB will re terminate the readers to the Gallagher system.
- KB will re terminated the existing REX and DPS devices as needed if they are already installed and operating on the existing doors.
- KB will verify proper operation of the Gallagher system with theses doors.

Public Works (1controller & 4 Readers)

- KB will verify proper operation of the existing door and reader hardware before removing the Keyscan panels. KB will notify client if hardware is found that is not performing properly to provide repair estimates.
- KB will remove the Keyscan ACC panels from the wall and replace them with New Gallagher 6000 Controllers.
- KB will re terminate the existing portals to the new Gallagher panels.
- KB will use existing power supplies to power the door hardware. If additional power

supplies are needed KB can provide them at an additional cost.

- KB will replace the existing door readers with Gallagher readers with Bluetooth availability.
- KB will re terminate the readers to the Gallagher system.
- KB will re terminated the existing REX and DPS devices as needed if they are already installed and operating on the existing doors.
- KB will verify proper operation of the Gallagher system with theses doors.

New Building (2 controllers & 14 Readers)

- KB will verify proper operation of the existing door and reader hardware before removing the Keyscan panels. KB will notify client if hardware is found that is not performing properly to provide repair estimates.
- KB will remove the Keyscan ACC panels from the wall and replace them with New Gallagher 6000 Controllers.
- KB will re terminate the existing portals to the new Gallagher panels.
- KB will use existing power supplies to power the door hardware. If additional power supplies are needed KB can provide them at an additional cost.
- KB will replace the existing door readers with Gallagher readers with Bluetooth availability.
- KB will re terminate the readers to the Gallagher system.
- KB will re terminated the existing REX and DPS devices as needed if they are already installed and operating on the existing doors.
- KB will verify proper operation of the Gallagher system with theses doors.

Programming

- KB will work with City of Republic to program the new Gallagher system. Including user setup and data import.
- KB will Provide two 4hrs sessions for training of the new Gallgher system to include user management, Access levels, Card management software....etc.
- KB will verify with the customer that the new system is in proper working condition for final project sign off.

Main Building

Unassigned

| | | |
|----------|--------------------------------|---------|
| 1 | Gallagher A17504 | \$13.35 |
| | AC Power Cord for Power Supply | |

| | |
|-------------------------|----------------|
| Equipment: | \$13.35 |
| Labor: | \$0.00 |
| Unassigned Total | \$13.35 |

Access Control

| | | |
|------------|---------------------------|----------|
| 100 | Gallagher 2A8570 | \$680.00 |
| | MOBILE CONNECT CREDENTIAL | |

| | | |
|--|----------------------|------------|
| | 25 Finish Labor | \$3,250.00 |
|--|----------------------|------------|



| | | |
|-----------|-------------------------|------------|
| 30 | Gallagher 2A8943 | \$3,421.72 |
| | LICENSE DOOR | |

| | | |
|--|--------------------------|----------|
| | 3 Programming Labor | \$405.00 |
|--|--------------------------|----------|

| | | |
|----------|--|----------|
| 6 | Gallagher A738 | \$132.00 |
| | Battery 12VDC & Amp Hour - Use two per Dual Cabine | |

| | | |
|------------|-------------------------------------|----------|
| 150 | Gallagher C196501 | \$168.00 |
| | Encoding Single Technology ISO Card | |

| | | |
|------------|------------------------------|----------|
| 150 | Gallagher C297404 | \$885.00 |
| | MIFARE DESFIRE KEYFOB 4K EV2 | |



| | | |
|----------|--------------------------|------------|
| 6 | Gallagher C300100 | \$8,629.14 |
| | CONTROLLER 6000 STANDARD | |

| | | |
|--|-------------------------------|------------|
| | 18 Electrical Trim Labor | \$2,340.00 |
|--|-------------------------------|------------|



| | | |
|----------|--------------------------|------------|
| 6 | Gallagher C300182 | \$6,665.82 |
| | 8 HBUS MODULE | |

| | | |
|--|------------------------------|----------|
| | 3 Electrical Trim Labor | \$390.00 |
|--|------------------------------|----------|






| | | |
|----------|-------------------------------|----------|
| 1 | Gallagher C300460 | \$692.71 |
| | T20 MULTI TECH TERMINAL BLACK | |

| | | |
|--|------------------------------|----------|
| | 1 Electrical Trim Labor | \$130.00 |
|--|------------------------------|----------|

| | | | |
|-----------|--|--|-------------|
| 44 | Gallagher C300480 | | \$12,598.08 |
| | T15 MULTI TECH READER BLACK | | |
| 44 | Electrical Trim Labor | | \$5,720.00 |
| 5 | Gallagher C305720 | | \$2,095.00 |
| | LSP E2 Cabinet with 6A PSU | | |
| 5 | Electrical Trim Labor | | \$650.00 |
| 1 | Gallagher C305721 | | \$652.00 |
| | LSP E4 CABINET WITH 12A PSU | | |
| 1 | Electrical Trim Labor | | \$130.00 |
| 6 | Gallagher C305740 | | \$420.00 |
| | LSP B100 SECONDARY VOLTAGE MODULE | | |
| 3 | Finish Labor | | \$390.00 |
| 6 | Gallagher C305741 | | \$606.00 |
| | LSP C8 LOCK CONTROLLER MODULE 8 OUTPUTS | | |
| 3 | Finish Labor | | \$390.00 |
| 3 | Gallagher C305743 | | \$135.00 |
| | LSP D8 POWER DISTRIBUTION MODULE | | |
| 1.5 | Finish Labor | | \$195.00 |
| 6 | Gallagher C305760 | | \$408.30 |
| | CONTROLLER MOUNTING BRACKET | | |
| 3 | Electrical Trim Labor | | \$390.00 |
| 10 | Kenton Brothers Misc | | \$1,000.00 |
| 14 | Kenton Brothers Per Diem with Hotel | | |
| | Per Diem and Hotel | | |
| 12 | Kenton Brothers Programming Labor | | |
| | Programming Labor | | |
| 12 | Programming Labor | | \$1,620.00 |
| 8 | Kenton Brothers Training | | |
| | Training Labor | | |
| 8 | Training Labor | | \$1,080.00 |
| 21 | Kenton Brothers Travel Labor | | |
| | Unassigned Labor | | |
| 21 | Unassigned Labor | | \$2,835.00 |

| | |
|-----------------------------|--------------------|
| Equipment: | \$39,188.77 |
| Labor: | \$23,205.00 |
| Access Control Total | \$62,393.77 |

Software

| | | | |
|---|----------|--------------------------|------------|
|  | 2 | Gallagher 2A8067 | \$1,126.98 |
| | | LICENSE WORKSTATION | |
| | 4 | Programming Labor | \$540.00 |
|  | 1 | Gallagher 2A8071 | \$1,326.03 |
| | | LICENSE PHOTO ID | |
| | 0.1 | Finish Labor | \$13.00 |
|  | 1 | Gallagher C201311 | \$828.97 |
| | | COMMAND CENTRE 16 DOORS | |
| | 4 | Programming Labor | \$540.00 |









| | |
|-----------------------|-------------------|
| Equipment: | \$3,281.98 |
| Labor: | \$1,093.00 |
| Software Total | \$4,374.98 |

| | |
|-------------------|--------------------|
| Equipment: | \$42,484.10 |
| Labor: | \$24,298.00 |

| | |
|----------------------------|--------------------|
| Main Building Total | \$66,782.10 |
|----------------------------|--------------------|

New Building

Access Control

| | | | |
|---|-----------|--|------------|
|  | 14 | Gallagher 2A8943 | \$1,607.06 |
| | | LICENSE DOOR | |
| | 1.4 | Programming Labor | \$189.00 |
| | 1 | Gallagher A17504 | \$15.21 |
| | | AC Power Cord for Power Supply | |
| | 1 | Gallagher A738 | \$20.00 |
| | | Battery 12VDC & Amp Hour - Use two per Dual Cabine | |
|  | 2 | Gallagher C300100 | \$2,876.38 |
| | | CONTROLLER 6000 STANDARD | |
| | 6 | Electrical Trim Labor | \$780.00 |
|  | 1 | Gallagher C300142 | \$555.49 |
| | | 4 HBUS MODULE | |
| | 0.5 | Finish Labor | \$65.00 |
|  | 1 | Gallagher C300182 | \$1,110.97 |
| | | 8 HBUS MODULE | |
| | 0.5 | Electrical Trim Labor | \$65.00 |
|  | 1 | Gallagher C300460 | \$692.71 |
| | | T20 MULTI TECH TERMINAL BLACK | |
| | 1.5 | Electrical Trim Labor | \$195.00 |
|  | 13 | Gallagher C300480 | \$3,722.16 |
| | | T15 MULTI TECH READER BLACK | |
| | 19.5 | Electrical Trim Labor | \$2,535.00 |
|  | 2 | Gallagher C300660 | \$857.64 |
| | | HBUS 8 IN 2 OUT DOOR MODULE | |
| | 1 | Finish Labor | \$130.00 |
|  | 1 | Gallagher C305721 | \$652.00 |
| | | LSP E4 CABINET WITH 12A PSU | |
| | 1 | Electrical Trim Labor | \$130.00 |
| | 3 | Gallagher C305740 | \$210.00 |
| | | LSP B100 SECONDARY VOLTAGE MODULE | |
| | 1.5 | Finish Labor | \$195.00 |

| | | |
|-----------|--|------------|
| 1 | Gallagher C305743 | \$45.00 |
| | LSP D8 POWER DISTRIBUTION MODULE | |
| 0.5 | Finish Labor | \$65.00 |
| 1 | Gallagher C305760 | \$68.05 |
| | CONTROLLER MOUNTING BRACKET | |
| 0.5 | Electrical Trim Labor | \$65.00 |
| 2 | Gallagher C305761 | \$29.34 |
| | DOOR MODULE MOUNTING BRACKET | |
| 1 | Finish Labor | \$130.00 |
| 6 | Kenton Brothers Per Diem with Hotel | |
| | Per Diem and Hotel | |
| 12 | Kenton Brothers Programming Labor | |
| | Programming Labor | |
| 12 | Programming Labor | \$1,620.00 |
| 12 | Kenton Brothers Travel Labor | |
| | Unassigned Labor | |
| 12 | Unassigned Labor | \$1,620.00 |

| | |
|-----------------------------|--------------------|
| Equipment: | \$12,462.01 |
| Labor: | \$9,194.00 |
| Access Control Total | \$21,656.01 |

| | |
|-------------------|--------------------|
| Equipment: | \$12,462.01 |
| Labor: | \$9,194.00 |

| | |
|---------------------------|--------------------|
| New Building Total | \$21,656.01 |
|---------------------------|--------------------|

| | |
|----------------------------|--------------------|
| Equipment Subtotal: | \$54,946.11 |
| Labor Subtotal: | \$33,492.00 |

| | |
|--------------------------|--------------------|
| Project Subtotal: | \$88,438.11 |
|--------------------------|--------------------|

PROJECT INVESTMENT SUMMARY

| | |
|---|-------------|
| Equipment: | \$54,946.11 |
| Unassigned Labor (33.0000 hours): | \$9,155.00 |
| Electrical Trim Labor (104.0000 hours): | \$13,520.00 |
| Finish Labor (37.1000 hours): | \$4,823.00 |
| Programming Labor (36.4000 hours): | \$4,914.00 |
| Training Labor (8.0000 hours): | \$1,080.00 |

Grand Total: **\$88,438.11**

Grand Total listed here does not include any Service Plan amount listed below in the next section.

System Investment

Kenton Brothers will provide the proposed system as described in this proposal for the above listed sum plus applicable taxes.

| Estimated Invoice Schedule | Amount |
|----------------------------|-------------|
| Initial Deposit | \$26,531.43 |
| Progress Payment | \$0.00 |
| Progress Payment | \$0.00 |
| Final | \$61,906.68 |

Payment Terms:

Payment shall be Net 30 of invoice date. Balance(s) to be paid in progress payments as invoiced by Kenton Brothers with payment in full due upon system deployment completion.

PROJECT ACCEPTANCE

Item 6.

Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Estimated Invoice Schedule** listed.

I hereby certify that I am authorized by my company to sign this agreement. Kenton Brothers is hereby authorized to perform the work as specified.

AGREEMENT

This Master Agreement as incorporated and reflected in the attached "Standard Terms and Conditions" (this "**Agreement**") is made and entered into effective, as of the date (the "**Effective Date**") shown below here, by and between **Kenton Brothers Locksmiths, Inc.**, a Missouri corporation ("**KB**") and the above-identified customer ("**Customer**").

By signing this Agreement, KB agrees to provide the security equipment, software, and/or services identified in the proposal(s) from time to time executed by the parties and attached hereto and/or incorporating this Agreement and Customer agrees to acquire the same, upon the terms and conditions of this Agreement and the Proposal(s).

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Accepted by:

Client:

Parnell, Stuart

Date

August 11, 2022

Contractor: **Kenton Brothers**

Stuart Parnell

Date

1. DEFINITIONS

- (a) **"CCTV"** means closed circuit television.
- (b) **"Customer Location(s)"** means the location(s) of Customer identified in the Schedule.
- (c) **"Effective Date"** means the effective date of this Agreement established on page 1 hereof.
- (d) **"Equipment"** means locking hardware, keying system hardware, cameras, alarms, doors, monitors, and other materials and tangible items
- (e) **"Fees"** means the KB's costs, expenses and any other charges for the Equipment, Software, Services or other items pursuant to this Agreement and/or in the applicable Schedule.
- (f) **"Installation Services"** means the process by which KB installs Equipment and/or Software for Customer pursuant to a Schedule.
- (g) **"Leased Equipment"** means Equipment that KB leases, or agrees to lease, to Customer pursuant to the terms of a Schedule.
- (h) **"Licensed Software"** means the machine readable forms of computer software programs and interfaces developed by KB that KB licenses, or agrees to license, to Customer pursuant to a Schedule, and all items of associated documentation, together with new releases, updates, corrections and patches to same.
- (i) **"Purchased Equipment"** means Equipment that KB sells, or agrees to sell, to Customer pursuant to the terms of a Schedule.
- (j) **"Remote Video Equipment"** means Equipment KB sells or leases, or agrees to sell or lease, to Customer pursuant to the terms of a Schedule for establishing, maintaining and/or operating a system of CCTV components at Customer Location(s) which Customer's authorized personnel can view from any computer or smart phone connected to high speed Internet.
- (k) **"Remote Video Server Access"** means access via the Internet to KB's remote video server which finds the IP address associated with Customer's CCTV components in order to enable Customer to view the CCTV cameras on any computer connected to high speed internet connection or any smart phone with Internet access capabilities.
- (l) **"Schedule"** means any purchase schedules or other order forms executed by the parties and incorporating this Agreement pursuant to which Customer may order Equipment, Software or Services from KB, together with all exhibits and schedules thereto. Schedules become effective upon execution by both parties.
- (m) **"Services"** means the services (including related documentation, content and materials provided in conjunction therewith) that KB provides or agrees to provide to Customer pursuant to the terms of this Agreement and a Schedule, including any changes, modifications, improvements and enhancements KB provides pursuant to a Schedule and this Agreement.
- (n) **"Software"** means the Licensed Software and Sublicensed Software.
- (o) **"Sublicensed Software"** means all third-party manufacturer firmware (embedded software accompanying Equipment) and all third-party software and interfaces that KB sublicenses, or agrees to sublicense, to Customer pursuant to a Schedule, together with new releases, updates, corrections and patches to same developed by third party.
- (p) **"Maintenance and Support Services"** means the Services described in Section 5 that KB provides, or agrees to provide, to Customer pursuant to a Schedule.
- (q) **"Maintenance and Support Services Schedule"** means a Schedule in which Customer elects to purchase Maintenance and Support Services.
- (r) **"Work Product"** means any designs, custom software programs, documentation, techniques, methodologies, inventions, analysis frameworks, procedures developed or introduced by KB in the course of or as a result of KB performing any Services, whether acting alone or in conjunction with Customer or its employees or others.

2. STANDARD TERMS AND CONDITIONS

The terms and conditions of this Agreement govern each Schedule. If there is any express conflict between the terms of this Agreement and the terms of a Schedule, the terms of the Schedule shall govern and control to the extent of such conflict. If the terms of this Agreement refer to or contain provisions governing types of Equipment, Software or Services that are not included in the Schedule, then said references to non-covered items herein shall be deemed omitted for purposes of such Schedule.

3. SERVICES

- (a) Services. During the term of this Agreement, KB will provide the Services set forth on the applicable Schedule. Unless otherwise expressly provided in a Schedule, the Services (including, without limitation, Maintenance and Support Services described in Section 5) shall not include: (i) electrical work external to the Equipment or repair of damage or replacement of parts resulting from failure of electrical power or air conditioning; (ii) repair or replacement of damaged Equipment or Software (or parts thereof) resulting from catastrophe, accident, acts of God, neglect, misuse of equipment, or unauthorized modifications, repairs or reinstallation of any equipment by the Customer; (iii) any system or operational malfunction or failure not attributable to the Equipment or Software; (iv) relocation or reinstallation of Equipment or Software; or (v) assisting the Customer in obtaining any licenses or permits required by federal, state, or local entities.

(b) Changes in Scope of Work. Customer may from time to time desire to make changes in the scope of work set forth in the applicable Schedule. Variations to the scope of work, to the Equipment, Software or Services or to any specifications regarding the Equipment, Software or Services may require additional Fees or result in reduced Fees and/or may alter the time schedule for performance. Subject to the below terms, such changes must be in writing and accepted by both parties to be effective. If any such change causes an increase or decrease in the estimated Fees or causes a time schedule change from that originally agreed upon, KB will provide written notice to Customer of the change in Fees or scheduling. If such changes are acceptable to both parties, they shall execute a new or revised Schedule, change order or other written document acceptable to both parties, reflecting the changes.

(c) Additional Services. At Customer's request, KB may in its sole discretion, provide services not included in Services or are furnished beyond the term of the Schedule. In such event, KB shall charge Customer for such additional services at the KB published rates in effect at the time the labor and parts are furnished. Labor charges shall include travel time to and from installation site and shall be computed to the nearest one-half (1/2) hour with a minimum charge per call based upon a two (2) hour period. If travel expenses are required they shall be billable at KB's costs, or, if commercial transportation is used, at the actual cost of such commercial transportation. Other travel costs, such as per diem, lodging, parking and tolls shall be invoiced to Customer as incurred.

(d) Design Services. If the Services identified in the Schedule include design services, all drawings, specifications and other documents and electronic data that KB furnishes to Customer are deemed Work Product of KB and KB shall retain ownership and property interests therein, including copyrights thereto. Upon Customer's payment in full for all Equipment, Software and Services required in the Schedule, KB grants to Customer a limited, non-exclusive, perpetual license to use the Work Product in connection with the Customer Location(s) identified in the Schedule, conditioned on Customer's express understanding that its use of the Work Product is at Customer's sole risk and without liability or legal exposure to KB or anyone working by or through KB

(e) Installation Services. If and to the extent Customer purchases Installation Services pursuant to a Schedule, Customer authorizes KB to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary for the installation as determined by KB in its discretion. KB shall not be liable for any damage or loss sustained by any such alteration or by any delay in installation, equipment failure or interruption of service due to any reason or cause, including, without limitation, KB negligence.

4. EQUIPMENT AND SOFTWARE

(a) Equipment Purchase. Customer agrees to purchase from KB the Equipment described as Purchased Equipment on a Schedule.

(b) Equipment Lease. Customer agrees to lease from KB the Equipment described as Leased Equipment on a Schedule.

(c) Licensed Software. Subject to the terms and conditions of this Agreement (including the applicable Schedule), KB grants to Customer a non-exclusive, limited, non-transferable license to use, and permit end-users to use, the Software described as Licensed Software on a Schedule solely during the license term set forth in the Schedule and solely at the Customer Location(s) for its internal purposes.

(d) Sublicensed Software. KB grants to Customer a non-exclusive, limited sublicense to use the Software embedded in the Equipment described on a Schedule or described as Sublicensed Software on a Schedule, subject to the limitations, restrictions and other terms imposed by the third-party supplier as further described in Section 4.(f).

(e) Shipping. By signing a Schedule, Customer authorizes KB to arrange (and invoice Customer for) shipping and in-transit insurance for the Equipment. The Equipment is priced F.O.B. manufacturer's plant.

(f) Risk of Loss. Risk of loss transfers to Customer upon delivery of possession to the shipment carrier. Claims alleging error or shortage will not be considered unless made in writing, within the time limits specified by the carrier. The goods shown on the invoice, packing list and bill of lading shall govern all cases unless such notice is timely given to the carrier with copy to KB.

(g) Disclaimer of Warranties; Third-Party Terms. Except as expressly provided in Section 12, KB makes no warranties, express or implied, to Customer regarding any Equipment or Software. If and to the extent KB's third-party suppliers or third-party manufacturers extend warranties on any of the Equipment or Software, KB passes through such warranties to Customer. Sublicensed Software may be subject to pass-through terms from the third-party suppliers. Customer shall comply with all terms and restrictions of third-party suppliers. Customer acknowledges that additional Fees may be charged for new releases and updates.

5. MAINTENANCE AND SUPPORT SERVICES

(a) Covered Maintenance and Services. If and to the extent Customer purchases Maintenance and Support Services pursuant to a Schedule, KB, through KB's staff and/or third-party contractors, will provide Maintenance and Support Services for the Equipment and/ Software identified on the applicable Schedule. Maintenance and Support Services included in KB's annual maintenance Fee are: (i) an annual service call to inspect and confirm the operation of the Equipment and Software, the timing of which annual check shall be determined at KB's discretion and may be performed during any service call scheduled for other purposes; (ii) remote diagnosis during Regular Business Hours to identify the source of any reported problem with the covered Equipment and /or Software and remote repair of the covered Equipment and Software during Regular Business Hours; (iii) if and to the extent KB, in its sole discretion, determines that any on-site diagnosis or repair is necessary to address a reported problem with covered Equipment and/or Software, on-site service call(s) during KB's Regular Business Hours; and (iv) parts needed to repair covered Equipment if and to the extent they are available for reasonable cost.

(b) Exclusions. Unless otherwise expressly provided in a Schedule, the Maintenance and Support Services shall not include: (i) after-hours labor or service calls as further described in Section 5(d); (ii) any items or work described in Section 3(a)(i) through (v); (iii) the cost of replacing any Equipment when it is not capable of repair or not feasible to repair (e.g. when the parts needed to repair are not available at a reasonable cost); or (iv) the cost of purchasing any Software updates, new releases or replacements needed to repair or resolve issue.

(c) **Regular Business Hours.** KB's Regular Business Hours are between the hours of 8:00 a.m. and 4:30 p.m. CST, Monday through Friday, excluding KB-recognized holidays.

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(d) **After-Hours Support and Fees.** Telephone support is available outside Regular Business Hours through an answering service at (816) 842-3700. The Fees for remote or on-site assistance outside of KB's Regular Business Hours are not included in KB's annual maintenance fee and are Additional Services subject to additional Fees pursuant to Section 3(c).

(e) **Requests for Service Call.** Customer requests for support or service calls can be reported to: service@KentonBrothers.com. Customer requests for support outside of Regular Business Hours are available through an answering service at (816) 842-3700.

(f) **Non-KB Furnished Equipment.** Any Equipment not purchased by Customer from KB or not otherwise provided by KB that is to be covered by a Maintenance and Support Services Schedule shall be subject to inspection by KB to determine if it is in good operating condition. Any repairs or adjustments deemed necessary by KB to bring such Equipment up to good operating condition shall be made at Customer's expense with advance notice to Customer of the extent of the necessary repairs and estimated cost of repair (if repairs are to be made by KB). If Customer does not make such necessary repairs, then KB shall have no obligation to provide the Services related to such Equipment.

(g) **Manufacturer's Warranty.** Equipment and Software under manufacturer's warranty will be returned for repair or replacement in accordance to that third-party suppliers' returned material authorization policy.

(h) **Required KB Approvals.** Customer shall not perform any material repairs to the Equipment or Software without KB's prior approval and Customer shall not relocate, reinstall or modify any of the Equipment without KB's prior written approval. Nothing in the foregoing relieves Customer of responsibility for routine maintenance and the other obligations imposed in Section 8.(b).

(i) **Term.** The initial term of the Maintenance and Support Services shall commence on the date set forth in the applicable Maintenance and Support Services Schedule and shall continue for the period of months set forth in that Schedule. Thereafter, unless the Maintenance and Support Services Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Maintenance and Support Services shall automatically renew for the additional, consecutive periods specified in the Schedule.

(j) **Fees.** The annual Fee for Maintenance and Support Services during the initial term, for the Equipment specified in applicable Schedule, shall be the amount set forth in the Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d) . If Customer, with KB's approval, makes any additions, modifications or deletions to the Equipment listed in the Schedule, KB shall adjust the annual maintenance charge to reflect such changes. Any additional charges under Section 5.(d) shall be at KB's published rates in effect at the time that KB furnishes the additional services.

(k) **Payment.** Unless otherwise stated in the applicable Schedule, the annual Fee for Maintenance and Support Services shall be paid in equal monthly installments with each payment due in advance. KB shall invoice Customer for such amounts and payment shall be due monthly within fifteen (30) days of the invoice date. All other charges shall be invoiced following the work performed and due upon receipt.

6. REMOTE VIDEO EQUIPMENT AND/OR ACCESS SERVICE

(a) **90-Day Equipment Warranty.** If Customer purchases as new any Remote Video Equipment pursuant to a Schedule, KB warrants, for a period of ninety (90) days from the date of installation by KB or from the date of sale if system is self-installed by Customer, that the Remote Video Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Remote Video Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. The conditions, limitation and other terms of this ninety (90)-day warranty are set forth in Section 12. Consistent with Section 12, KB disclaims all warranties, other than the warranty in this Section 6.(a).

(b) **Remote Video Server Access.** If and to the extent Customer purchases Remote Video Server Access pursuant to a Schedule, during the term of the Remote Video Access Service set forth in the Schedule, KB will provide Customer with access via the Internet to KB's remote video server which finds the IP address that Customer's closed circuit television ("CCTV") is using in order to enable Customer to view the CCTV cameras on any computer connected to high speed internet connection or any smart phone with Internet access capabilities. KB is responsible only for allowing access to its remote video server and will assign a unique passcode to Customer to enable such access. Customer is solely responsible for supplying all 110 Volt AC power, electrical outlets and receptacles, electric service, high speed Internet connection, high speed broadband cable or DSL and IP address at Customer's premises where the CCTV system is installed. KB has no responsibility or liability for the same. For purposes of clarity, KB is not responsible for Customer's access to the Internet or for any interruption of service or down time of KB's remote video server. Customer also is solely responsible for installing, assigning and maintaining the security of all passcodes Customer assigns to the end users Customer authorizes to view the CCTV cameras.

(c) **Term of Access.** The initial term of the Remote Video Server Access shall commence on the date set forth in the applicable Schedule and shall continue for the period of months set forth in that Schedule. Thereafter, unless the Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Remote Video Server Access shall automatically renew for the additional, consecutive periods specified in the Schedule.

(d) **Fees.** The annual Fee for Remote Video Server Access during the initial term shall be the amount set forth in the applicable Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d).

(e) **Payment.** Unless otherwise stated in the applicable Schedule, the annual Access Fee shall be paid in equal monthly installments with each payment due in advance through credit card/bank authorization pursuant to Section 7.(b). In the event Customer fails to timely pay the monthly access charge KB shall be permitted to terminate Customer's access to KB's remote video server without notice.

7. FEES AND PAYMENT

- (a) Fees. Customer shall pay KB the Fees in the amount, at the times and in the manner set forth in this Agreement or the applicable Schedule. KB may, in its sole discretion, require a down payment or payment in full prior to shipment of the Equipment/Software or performance of the Services. Unless otherwise stated in the applicable Schedule, the contract price (less any down payment previously paid) for Equipment, Software and Installation Services per the Schedule shall be paid within thirty (30) days after the date of invoice. The address for payment is 3401E Truman Rd. Kansas City MO 64127 or such other address KB designates in writing. The stated Fees do not include any applicable taxes or duties, including without limitation, state and local use, sales and property taxes and duties. Customer is responsible for all taxes and duties incurred as a result of its subscription and use of or access to the Equipment, Software or Services (except for any taxes levied upon KB's income).
- (b) Credit/Bank Card Authorizations. Customer acknowledges that KB's obligation to provide certain Services is conditioned upon Customer providing and maintaining a valid credit card or bank debit authorization with KB that permits KB to receive payment by automatically charging to Customer's credit card or automatically debiting to Customer's bank account all Fees payable under the applicable Schedule. Unless otherwise provided in a Schedule, such credit card or debit authorization method of payment applies to Fees for Remote Video Server Access and third-party monitoring. In the event of non-payment through this method for any reason, such non-payment shall constitute a breach by Customer. KB shall not be required to send invoices or bills for these Services.
- (c) Remedies for Non-Payment. If Customer does not timely comply with KB's payment terms or shows evidence of changed financial condition, KB may declare Customer in breach, suspend further access to the Services and/or terminate this Agreement at KB's sole option and pursue any or all of the following additional remedies: (i) collect interest at the lower of the rate of 1.533% per month or the maximum interest rate allowed under applicable law on all invoices older than thirty (30) days; (ii) require additional security or changes in the payment terms conditions; (iii) accelerate payment and declare the entire remaining Fees immediately due and payable to KB including, without limitation, the balance of any Fee (s) for Maintenance and Support Services payable under the Maintenance and Support Services Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable Schedule during the then current term and/or (iv) any other remedies available at law or in equity.
- (d) Reimbursement of Expenses. Unless otherwise noted in a Schedule, Customer shall reimburse KB for any reasonable out-of-pocket expenses actually incurred by KB relating to KB's performance of its obligations under this Agreement.
- (e) Changes to Fees upon Renewal Term. Fees for renewal terms may be changed by KB upon ninety (90) days' advance written notice.

8. CUSTOMER OBLIGATIONS

- (a) Space; Facilities; Access. Customer, at its own expense shall provide KB with (i) ready access to the Equipment and Software at all reasonable times as necessary to perform the Services together with Customer's server(s) and other information technology systems to the extent necessary to perform the Services; (ii) adequate work and storage space and utilities; (iii) all electrical current, electrical current outlets, circuits and wiring required by the Equipment (and Customer is responsible for any ground loop or surge issues); (iv) a clean operating environment at the installation site which does not exceed the rated temperature, humidity and operation specifications of the Equipment; and (v) access to the Customer's network via the Internet to allow remote IT system support of relevant Equipment and Software at all times, including adequate bandwidth.
- (b) Customer's Information Technology Systems. Although KB may need access to Customer's servers and other information technology systems to perform the Services, Customer is solely responsible for maintaining and operating the IT system and assuring that the integration of security components hereunder do not alter the proper functioning of Customer's network and systems.
- (c) Maintenance; Unauthorized Relocation or Repair. Customer shall perform routine maintenance on the Equipment, such as keeping the Equipment clean, secure, and in a proper environment, upgrading software, and any non-material equipment repair.
- (d) Extraordinary Service Costs. If any specialized equipment is required to provide the Services to Customer (including, without limitation, special scaffolding or man-lift equipment), then Customer shall either provide such specialized equipment or reimburse KB for the cost of the rental or purchase of such specialized equipment. Such duty applies to all Services requiring specialized equipment, including, without limitation, Services included in Maintenance and Support Services.

9. THIRD PARTY CENTRAL OFFICE MONITORING

Customer acknowledges that no central office monitoring services are provided by KB to Customer pursuant to this Agreement. If requested by Customer and set forth in a Schedule, KB will contract directly with a third party monitoring company to provide central office monitoring services for Customer, and the Fee for such third-party monitoring will be set forth on the applicable Schedule. This third party arrangement is offered by KB solely as a convenience to Customer and Customer acknowledges that KB is not responsible for providing any monitoring services. Customer agrees that KB shall not be liable under any circumstances for any events arising out of or in any way related to the third party monitoring services, and KB expressly disclaims all liability associated with such central office monitoring services.

10. TERM; TERMINATION

- (a) Term. This Agreement will commence on the Effective Date and remain in effect so long as the term of any Schedule remains in effect.
- (b) Termination of a Schedule. Either party may terminate any Schedule(s) upon thirty (30) days prior written notice to the other party, in the event that the other party: (i) materially breaches any material provision of this Agreement or the Schedule and fails to cure such material breach within such thirty (30)-day notice and cure period, or (ii) is the subject of a voluntary or involuntary bankruptcy, reorganization or liquidation proceeding, is insolvent, makes a general assignment for the benefit of creditors or admits in writing its inability to pay debts when due. Additionally, KB may immediately suspend or terminate this Agreement upon written notice to Customer pursuant to Section 7.(c). Further, this

Agreement shall automatically terminate in the event that loss or irreparable damage or destruction occurs which renders the Equipment permanently unfit for use.

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(c) Effect of Termination. Upon the expiration or other termination of a Schedule for any reason, each party's rights and obligations under the Schedule shall automatically terminate except those rights and obligations that accrued prior to the effective termination date of the Schedule and those rights and obligations that by their nature or express terms continue after the effective termination date of the Schedule. If any Schedule is terminated for any reason, other than termination by Customer pursuant to Section 10.(b) due to KB's breach, KB shall be entitled to retain all prepaid Fees, to accelerate payment and declare the entire remaining Fees immediately due and payable to KB (including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the Maintenance and Support Services Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable Schedule during the then current term) and pursue any and all additional remedies available at law or in equity. Upon termination of the Agreement, if any of the Equipment is owned by KB, then Customer will reimburse KB for the cost of the removal charges of such Equipment.

11. RELATIONSHIP OF PARTIES

The relationship of KB and Customer established by this Agreement shall be solely that of independent contractors, and nothing herein shall create or imply any other relationship. Nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party. KB shall have the right to determine the method, details, and means of providing and performing the Services. KB shall have the sole right to designate the appropriate personnel, subcontractors or service partners necessary to provide the Services to be performed under a Schedule. KB reserves the right to substitute personnel, subcontractors and service partners for any reason and in its own discretion. Customer agrees that KB shall not be liable for any loss or damage sustained by Customer caused by the negligence of any third parties, including subcontractors and service partners selected by KB to perform the Services.

12. LIMITED WARRANTIES; DISCLAIMER OF ALL OTHER WARRANTIES

(a) Limited Warranties. KB warrants the workmanship of all Services it performs under this Agreement for a period of ninety (90) days from the date the Services are performed. With respect to Remote Video Equipment sold new to Customer, KB makes the warranty set forth in Section 6.(a). With respect to all other Equipment sold new to Customer, KB warrants, for a period of one (1) year from the earliest of date of shipment, that the Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. KB shall be the sole judge, using its reasonable judgement, in determining whether the Services, Equipment or Software are/were defective. KB's sole obligation and Customer's exclusive remedies with respect to Services or Equipment KB determines to be defective during the warranty period shall be KB's obligation to re-perform the defective Services or to repair or replace the defective item (which selected option shall be determined by KB in its sole discretion). KB reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. All remedies are expressly conditioned upon: (i) Customer advising KB of any defect, error or omission within ten (10) days after KB's performance of the Services in the case of defective Services, and within ten (10) days after KB's installation of the Equipment or, if installed by Customer, within ten (10) days from the date of sale of the Equipment, in the case sale of new Equipment; (ii) Customer sending written notice of defect to KB, by certified or registered mail/ return receipt requested in the event Customer complies with Section 12.(a)(i) and KB fails to re-perform the Services or to repair or replace the Equipment within thirty-six (36) hours after the date of the notice required in Section 12.(a)(i) excluding Saturdays, Sundays and legal holidays; (iii) Customer not repairing or altering the Equipment without KB's consent; and (iv) Customer complying with the operating instructions for the Equipment. In the event KB elects to repair any Equipment at its own site or to replace any Equipment, Customer shall pay the cost of disassembling and returning the allegedly defective Equipment and KB. The warranty does not include batteries, reprogramming, damage by lightning or electrical surge and does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than KB. KB is not the manufacturer of the Equipment and, other than KB's limited warranty in this Section 12.(a), Customer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage, if any. KB makes no warranties of any kind with respect to used or refurbished Equipment sold to Customer.

(b) Disclaimer of All Other Warranties. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE APPLICABLE SCHEDULE, KB PROVIDES ALL EQUIPMENT, SOFTWARE AND SERVICES UNDER THIS AGREEMENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. KB HEREBY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, SOFTWARE OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY, GUARANTEE, OR REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE EQUIPMENT, SOFTWARE OR SERVICES. KB MAKES NO REPRESENTATION OR WARRANTY THAT THE EQUIPMENT, SOFTWARE OR SERVICES WILL AVERT, DETER OR PREVENT ANY LOSS OR INJURY DUE TO BURGLARY, HOLD UP, FIRE OR OTHERWISE, OR THAT THE EQUIPMENT OR SERVICES WILL PROVIDE THE PROTECTION FOR WHICH THEY ARE INTENDED OR THAT THE SYSTEM OR ITS COMPONENTS ARE INCAPABLE OF HACKING, COMPROMISE OR CIRCUMVENTION. KB MAKES NO WARRANTY AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ANY THIRD PARTY HARDWARE, EQUIPMENT OR SOFTWARE PROVIDED BY KB OR WITH WHICH THE SERVICES MAY BE REQUIRED OR DESIRED TO COMMUNICATE OR OPERATE. KB IS NOT RESPONSIBLE FOR ANY DEFECT CAUSED BY OR THAT OTHERWISE RESULTS FROM MODIFICATIONS, MISUSE OR DAMAGE TO THE SERVICES MADE, PERMITTED OR OTHERWISE CAUSED BY CUSTOMER IN WHOLE OR IN PART.

13. LIMITATION OF LIABILITY

KB SHALL HAVE NO LIABILITY FOR ANY DELAY IN PERFORMING ITS OBLIGATIONS HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL KB BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTIES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE EQUIPMENT, THE SOFTWARE OR THE SERVICES, WHETHER CAUSED BY KB'S NEGLIGENCE, FAULT, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF

CONTRACT, BREACH OF WARRANTY OR OTHER CAUSE OR CAUSES WHATSOEVER AND EVEN IF KB WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, IF THE DELAY IS CAUSED BY CUSTOMER OR ANY FORCE MAJEURE EVENT. SUCH INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL PUNITIVE DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF ANTICIPATED PROFITS, LABOR INEFFICIENCIES, IDLE EQUIPMENT, HOME OFFICE OVERHEAD, AND SIMILAR TYPES OF DAMAGES. IN THE EVENT THAT KB IS FOUND LIABLE FOR DIRECT DAMAGES, IN NO EVENT SHALL KB'S TOTAL LIABILITY FOR DIRECT DAMAGES EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CUSTOMER FOR THE DEFECTIVE ITEM OR SERVICE UNDER THE APPLICABLE SCHEDULE WITHIN THE IMMEDIATELY PRECEDING TWELVE (12)-MONTH PERIOD. THE DISCLAIMER OF WARRANTIES IN SECTION 12 AND THE LIMITATION OF LIABILITY AND REMEDY IN THIS SECTION 13 ARE A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER FOR KB TO PROVIDE AND FOR CUSTOMER TO OBTAIN ACCESS TO THE EQUIPMENT, SOFTWARE AND SERVICES FOR THE SPECIFIED FEES. CUSTOMER ACKNOWLEDGES THAT KB IS NOT THE MANUFACTURER OF ANY OF THE EQUIPMENT, AND CUSTOMER AGREES THAT KB SHALL HAVE NO LIABILITY RELATED TO ANY PRODUCT DEFECT RELATED TO THE EQUIPMENT OR SOFTWARE EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6(a) WITH RESPECT TO REMOTE VIDEO SERVER EQUIPMENT.

14. INDEMNIFICATION BY CUSTOMER

(a) Indemnity. Customer shall indemnify, defend and hold harmless KB and its officers, shareholders, directors, employees, agents and affiliates (each, a "KB Indemnified Party") from and against any and all damages, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, suit, action, arbitration or proceeding brought or threatened by a third party against any KB Indemnified Party to the extent arising from or relating to: (a) the design, manufacture, installation or operation of any Equipment or Software or the performance / nonperformance of any Services pursuant to this Agreement; (b) any breach or alleged breach by Customer or its users of any of its representations, warranties, covenants or obligations hereunder or any actual or alleged act or failure to act by Customer; or (c) any of the services provided pursuant to this Agreement by a subcontractor or service partner of KB, including, without limitation, any party providing central office monitoring services to Customer. Customer on its behalf and any insurance carrier waives any right of subrogation Customer's insurance carrier may otherwise have against KB or KB's subcontractors arising out of this Agreement or the relation of the parties hereto.

(b) KB Not an Insurer. Customer understands that KB is not an insurer. Customer has sole responsibility to obtain insurance adequate to cover risks, losses, damages, injuries, death and other effects of burglary, fire, physical dangers or medical problems affecting Customer, Customer's family, and any other persons who may be in or near Customer's Location(s).

15. EXCULPATORY CLAUSE

KB and Customer agree that KB is not an insurer and no insurance coverage is offered herein. The Services performed by KB in connection with this Agreement are not designed to reduce any risks of loss to Customer and KB does not guarantee that no loss will occur. KB is not assuming liability, and, therefore shall not be liable to Customer for any loss, personal injury, data corruption or inability to view or retrieve data, or property damage sustained by Customer as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by KB's negligent performance, failure to perform any obligation or strict products liability. Customer releases KB from any claims for contribution, indemnity or subrogation.

16. CONFIDENTIAL INFORMATION

(a) Confidential Information. Customer acknowledges that during the course of this Agreement, KB may disclose certain confidential information to Customer, including, without limitation, information concerning the business, technology, products, services, financial information, pricing, proposals, customers, prospective customers, referral sources, know-how, procedures, inventions, object or source code, databases, research, programs, designs, concepts, methodologies and strategies of KB ("Confidential Information"). The Customer shall maintain the secrecy of all such Confidential Information disclosed to it pursuant to this Agreement. Customer shall not use, disclose or otherwise exploit any Confidential Information for any purpose not specifically authorized pursuant to this Agreement; provided that, Customer may produce information in compliance with any law, court or administrative order. Customer shall give KB reasonable notice under the circumstances and to the extent permitted by law that such Confidential Information is being sought by a third party so as to afford KB the opportunity to limit or prevent such disclosure. All files, lists, records, documents, drawings, documentation, end-user materials, specifications, equipment and computer programs that incorporate or refer to any Confidential Information shall be returned, deleted or destroyed by the Customer promptly upon termination or expiration of this Agreement.

(b) Remedies. Customer agrees that a breach of Section 16(a) will cause KB irreparable injury and damage. The parties expressly agree that KB shall be entitled to injunctive and other equitable relief to prevent such a breach, in addition to any other remedy to which KB might be entitled. The parties waive the posting of any bond or surety prior to the issuance of an injunction hereunder. In the event a court refuses to honor the waiver of bond hereunder, the parties expressly agree to a bond in the amount of \$100.00. All remedies for such a breach shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedy with respect to the subject matter hereof.

17. NOTICE TO OWNER

FAILURE OF KB TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS AGREEMENT CAN RESULT IN THE FILING OF THE MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT HEREOF PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK KB FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS AGREEMENT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

18. ARBITRATION OF DISPUTES

(a) Arbitration. Except as provided in Section 18.(c) below, the parties agree that all claims, disputes or controversies between KB and Customer which arise out of or relate to this Agreement, or the breach thereof, shall be submitted to and resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (including its Emergency Rules) then in effect and judgment

on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any demand for arbitration must be filed promptly and within a reasonable time after a claim, dispute or controversy has arisen and in no event later than one (1) year after the cause of action accrued. Item 6.

(b) Place. The parties agree the place of arbitration shall be in Kansas City, Missouri.

(c) Exclusions. Regardless of any contrary provision contained in this Agreement, claims by KB against Customer collecting overdue amounts not disputed by Customer shall not be subject to the provisions of this Section 18. And, regardless of any contrary provision contained in this Agreement, claims, disputes and controversies arising out of actions or claims filed or asserted by third parties on account of personal injury or death of a person, loss or damage to property shall not be subject to the provisions of this Section 18.

19. ATTORNEYS FEES AND COSTS

Should either party be required to institute any arbitration, lawsuit, action or proceeding to enforce any of its rights set forth in this Agreement (including any Schedule), then the prevailing party in any such lawsuit, action or proceeding shall be entitled to reimbursement from the non-prevailing party for all reasonable attorneys' fees and costs incurred in such arbitration, lawsuit, action or proceeding.

20. GENERAL PROVISIONS

(a) No-Hire. Without the prior written consent of KB, Customer will not offer employment, consulting or other arrangement to any of KB's employees until the earlier of two (2) years after termination of this Agreement or two (2) years after such employee leaves the employment of KB.

(b) Entire Agreement; Amendment. This Agreement, including the Schedules, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, both oral and written, with respect to the subject matter hereof. Except as otherwise provided herein, no amendment or modification of this Agreement or any Schedule shall be effective unless in writing and signed by both parties. No use of trade, course of prior dealings between the parties or other regular practice or method of dealing between the parties shall be used to modify, interpret, supplement or alter in any manner the terms of this Agreement.

(c) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be delivered by facsimile or scanned email transmission.

(d) Severability. If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect, and such invalid, illegal or unenforceable term or provision shall be deemed not to be part of this Agreement.

(e) Governing Law; Venue. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Missouri, without reference to its conflicts or choice of law principles. The parties agree that the sole and exclusive jurisdiction and venue for any and all disputes arising under this Agreement that are not subject to arbitration pursuant to Section 18 (including, without limitation, actions to enforce a binding decision of the arbitrator) shall be in any trial court located in or having jurisdiction over Jackson County, Missouri. Each of the parties hereby irrevocably submits and consents to personal jurisdiction in the State of Missouri.

(f) Notices. Any notice required hereunder shall be delivered by hand, by courier service, or by certified mail (return receipt requested, postage prepaid) to the address provided by the party to be notified. Either party may change the referenced addresses and contact information by written notice to the other in accordance with this Section. Notices shall be effective: (i) as of the date personally delivered if by hand or (ii) for notices sent by certified mail, five (5) business days after the postmark date, or (iii) upon receipt if sent by courier service such as Federal Express, U.P.S., or DHL. Notices also may be delivered by electronic means (including, without limitation, via email) and notices so delivered shall be effective upon actual receipt of the electronic transmission.

(g) Waiver. Except as specifically provided in a written waiver signed by a duly authorized representative of the party seeking enforcement, the failure to enforce or the waiver of any term of this Agreement shall not constitute the waiver of such term at any time or in any circumstances and shall not give rise to any restriction on or condition to the prompt, full and strict enforcement of the terms of this Agreement.

(h) Assignment and Benefit. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that KB may assign this Agreement in connection with the sale, merger or disposition of KB, the Services or any of its related business operations. This Agreement shall be binding upon and shall inure to the benefit of Customer and KB and their successors and permitted assigns, subject to the other provisions of this section.

(i) Delays in Performance or Shipment. KB shall exercise reasonable efforts to perform all Services on the proposed or scheduled dates, but KB makes no guarantees as to dates. KB shall be further excused from any delay or failure in its performance hereunder caused by any disruption or slow speed of the Internet, break-downs of security or introduction of computer viruses (and the like) by third parties, any labor dispute, government requirement, act of God, or any other cause beyond its reasonable control. If through no fault of KB delivery is delayed, Customer shall pay to KB any additional costs it incurs as a result of such delay.

(j) Third Parties. Nothing in this Agreement, express or implied, shall create or confer upon any person or entity not a named party to this Agreement any legal or equitable rights, remedies, liabilities or claims with respect to this Agreement and nothing in this Agreement or any Schedule shall give any third party any claim or cause of action against KB.



Kenton Brothers Systems for Security
3401 E Truman Road
Kansas City, MO 64127
(816) 842-3700

Please find enclosed Kenton Brothers bid for the City of Republic-Access Control Replacement Project. We appreciate the opportunity to bid this project.

We are proposing a Gallagher Security option. Gallagher is the most secure, encrypted access control system in the world. It is the preferred provider for the United States government (GSA), Great Britain, Australia, Canada and New Zealand among other entities. As a preferred provider for the US government, Gallagher is required to keep a minimum of two years of inventory on hand of which Gallagher manufactures the majority of their product. As a result, in these times of supply issues and chip shortages, Gallagher has the inventory to complete projects where as other manufacturers are experiencing long lead times for products.

Gallagher's operating platform Command Centre offers great flexibility and the capability of easy, cost-effective future expansion. Besides access control, the Gallagher platform has integrations for video, lighting, visitor management, intrusion detection, HVAC, water etc. It truly allows you to control everything within your facilities from one pane of glass.

The Gallagher solution we are proposing will replace the current Key Scan system with 44 readers in the main building and the 14 readers (12 doors and 2 gates) for the new building including controllers. Our bid was based on the information provided by the City of Republic on the IFB and assumes that all the correct wiring, hardware etc are in place as stated. We highly suggest that should Kenton Brothers/Gallagher win this opportunity that we have a design meeting to discuss the project and potential cost saving measures.

Please feel free to reach out to me at the contact information below. Once again, thank you for the opportunity to bid on this project.

Best Regards,

Stuart Parnell

Security Consultant

Kenton Brothers Systems for Security

1-573-607-0143

stuartp@kentonbrothers.com

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**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 Kenton Brothers Locksmiths 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 antidiscrimination 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@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

Company ID Number: 261393

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 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

Company ID Number: 261393

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.

Company ID Number: 261393

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.
- 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,

Company ID Number: 261393

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.

Company ID Number: 261393

Approved by:

| | |
|--|--------------------|
| Employer Kenton Brothers Locksmiths Inc | |
| Name (Please Type or Print) Janet A Shrewsbury | Title |
| Signature Electronically Signed | Date 10/06/2009 |
| Department of Homeland Security – Verification Division | |
| Name (Please Type or Print) USCIS Verification Division | Title |
| Signature Electronically Signed | Date 10/06/2009 |

Company ID Number: 261393

Information Required for the E-Verify Program

Information relating to your Company:

| | |
|---|---|
| Company Name | Kenton Brothers Locksmiths Inc |
| Company Facility Address | 3401 Truman Rd Kansas City, MO 64127 |
| Company Alternate Address | |
| County or Parish | JACKSON |
| Employer Identification Number | 440312770 |
| North American Industry Classification Systems Code | 811 |
| Parent Company | |
| Number of Employees | 20 to 99 |
| Number of Sites Verified for | 1 site(s) |

Company ID Number: 261393

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MO 1

Company ID Number: 261393

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Kristen E Harper
Phone Number 8168885847
Fax 8164711897
Email kristenh@kentonbrothers.com

Company ID Number: 261393

This list represents the first 20 Program Administrators listed for this company.

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 Kenton Brothers

ADDENDA

By Stuart Parnell
(Authorized Person's Signature)

Offeror acknowledges receipt of the following addendum:

Company Address 3401 E Truman Road
Kansas City, MO 64127

Addendum No. _____

Addendum No. _____

Telephone Number 816-842-3700

Addendum No. _____

Fax Number 1-816-471-1897

Addendum No. _____

Date 8-11-2022

Email stuart.p@KENTONBROTHERS.COM

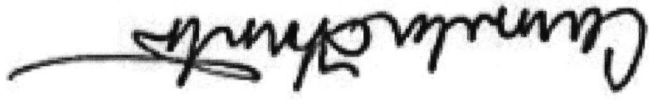
Federal Tax ID No. 44-0312770

DBE Vendor (Yes/No): NO Minority Owned: _____
Women Owned: X
Veteran Owned: _____

Current certification status of the above mentioned firm can be verified on the Office of Equal Opportunity Directory's website at <https://apps1.mo.gov/MWBCertifiedFirms/>

Certification Number: 526 Date of Issue: 1/11/2019 Date of Expiration: 1/11/2022

Carmela Thornton, Director, Office of Equal Opportunity

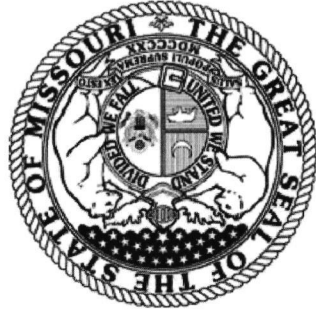


This is to certify **Kenton Brothers Locksmiths, Inc.** qualifies as a **Woman-Owned Business Enterprise** that has met the eligibility criteria established by the State of Missouri, Office of Administration.

Sarah H. Steelman
Commissioner

Carmela Thornton
Director

State of Missouri
Office of Administration
Office of Equal Opportunity



Gallagher Product Warranty

Product warranty

Gallagher manufactured product undergoes rigorous testing before it leaves our factory. If you do find a fault with our product we offer a warranty to cover you. Gallagher will always endeavour to repair, replace or refund the purchase price of a faulty product to the original purchaser provided the item is returned within the warranty period.

The following warranty periods apply to Gallagher manufactured product:

Limited lifetime warranty

All Gallagher T10, T11, T12 and T15 readers are covered by a Limited Lifetime Warranty.

This means that these readers are warranted for the life of the product, however, as we evolve our reader range to meet customer requirements some readers may become obsolete. If this happens we will continue to honour the warranty of those products for a further five years.

90 day software warranty

We warrant that all software will operate in accordance with the specification for the current release.

Software will be warranted for 90 days from the date the license was filed.

Five year warranty

We are committed to providing you with products of an outstanding quality and to show this we offer a five year warranty on the majority of our current generation of Gallagher manufactured electronic products. Gallagher maintains a list of products covered by this 5 year warranty. As we develop new products these will also be added to the list and the products they replace will be removed. The products removed from the list will still carry the applicable warranty from their time of purchase.



The products currently covered by a five year warranty include:

- Access control electronics
- Perimeter Controllers and Z10 Sensors
- Type 1A electronics
- PIV electronics

Note: See your Gallagher Certified Installer for a full list of covered products and exclusions.

Additional Warranty

All Gallagher Care Plan customers are eligible to receive an additional 5-year warranty on Gallagher-manufactured electronic products, provided the products meet the requirements of the Gallagher 5-year warranty. For more information, please read our full terms and conditions.



Two year warranty

All other Gallagher manufactured product is covered by a two year warranty.

Repaired and serviced parts

Repaired and serviced parts will continue with their original warranty period or be warranted for 90 days after the repaired or serviced product was shipped, whichever date is later.

Warranty exclusions

1. Product modified or altered without Gallagher's written authorization
2. Product which has not been used in accordance with Gallagher's documentation, installation or operating instructions
3. Product which has been subjected to conditions not in accordance with those specified in Gallagher technical product specifications, or to unusual electrical or physical stress, fire, lightning, Force Majeure, neglect, contamination by insect or vermin, misuse, abuse, improper storage, testing or connections, power or air conditioning failure, hazardous or unreasonable use, servicing by any third party not authorized by Gallagher to perform such work or servicing, or exposure to airborne contaminants including but not limited to geothermal, chemical, salt spray, local environmental influences etc
4. General wear and tear on all readers, cards and transponders is specifically excluded from warranty claims

5. Product no longer covered under the applicable warranty period
6. Freight costs to return a product to Gallagher
7. Installation, maintenance or service costs relating to a warranty claim
8. Any incidental or consequential costs associated with the failure of a Gallagher product under warranty
9. Product returned to Gallagher in an un-testable state unrelated to the warranty claim (e.g. Reader wiring cut off at the reader base, Controllers missing connectors unrelated to a fault etc.)
10. 3rd party supplied equipment

Where product is outside it's warranty period Gallagher offers a fixed price repair service.

Warranty and service/replacement of products supplied by a third party

Third party products sold by us will be covered under the warranty terms of the respective manufacturer.

Contact your Gallagher Certified Installer for more information on the products you are interested in.

If you have a faulty product

In the first instance contact your Gallagher Certified Installer, they will be able to remove and return the faulty product to us while also handling the warranty process for you.

Gallagher World Headquarters

181 Kahikatea Drive, Melville, Hamilton 3204
New Zealand

Phone +64 7 838 9800
Email security@gallagher.com



Regional Offices

| | |
|-------------------------|------------------|
| Americas | +1 877 560 6308 |
| Asia | +852 3468 5175 |
| Australia | +61 3 9308 7722 |
| India | +91 98 458 92920 |
| Middle East | +971 4 566 5834 |
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09/21

Protect your world

Innovative business
and security solutions

security.gallagher.com





"Innovation is in our blood. Every day we are inspired by our customers to develop the very best technology, manufacture the highest quality product, and deliver the strongest possible security solutions."

— Sir William Gallagher
CEO, Gallagher Group Limited

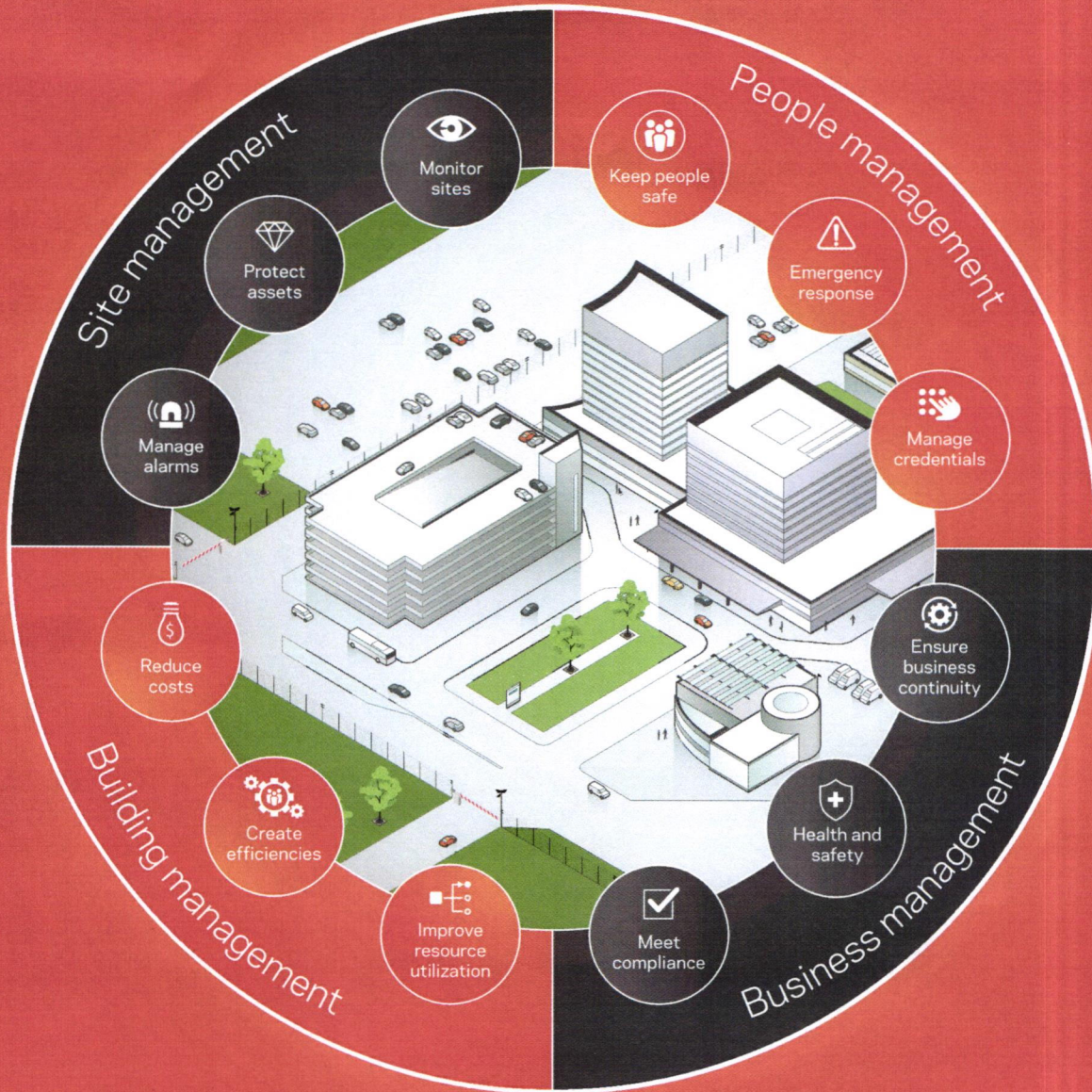
Keeping your people and your business safe is the cornerstone of what we do. Gallagher is built on a solid foundation of innovation, we are driven every day to design and develop world-leading technology that provides certainty for a safe and assured future.

With a strong focus on delivering genuine business value, our solutions will help you create smarter, more secure, and more cost-effective environments.

Gallagher solutions include command and control software, access devices, intruder intelligence, and perimeter sensor

technology, our technology is currently being used to protect people and optimize organizations in over 130 countries.

We're excited to work with you to create a security solution that protects your world now and into the future.



State-of-the-art solutions

Gallagher's security solutions protect some of the world's most valuable assets. Our experience in the security industry and acclaimed expertise in research, design, and development, has seen us grow into a multi-national organization. Our security and business management systems are trusted and employed in all major industries, including national and local government, military and defense, transport and logistics, critical infrastructure, mining, corrections, finance, education, entertainment, and healthcare.

Gallagher's Command Centre security management platform is recognized as one of the world's most powerful

security systems. At its core, the system integrates access control, intruder alarms management, perimeter security, and business policy execution. Command Centre provides a single operator interface across a broad spectrum of functionality.

Able to integrate and interface with multiple third-party systems, Command Centre provides a central platform to connect and exchange security information. Leveraging a client-server architecture with a powerful and versatile feature set, Command Centre enables system operators to configure, monitor, and control their security system with exceptional visibility over site activities and incidents.



Access control

From one door to thousands of doors, Gallagher's access control solution provides organizations with peace of mind that movement throughout their site is managed simply and efficiently to ensure operational continuity and a safe, secure environment.

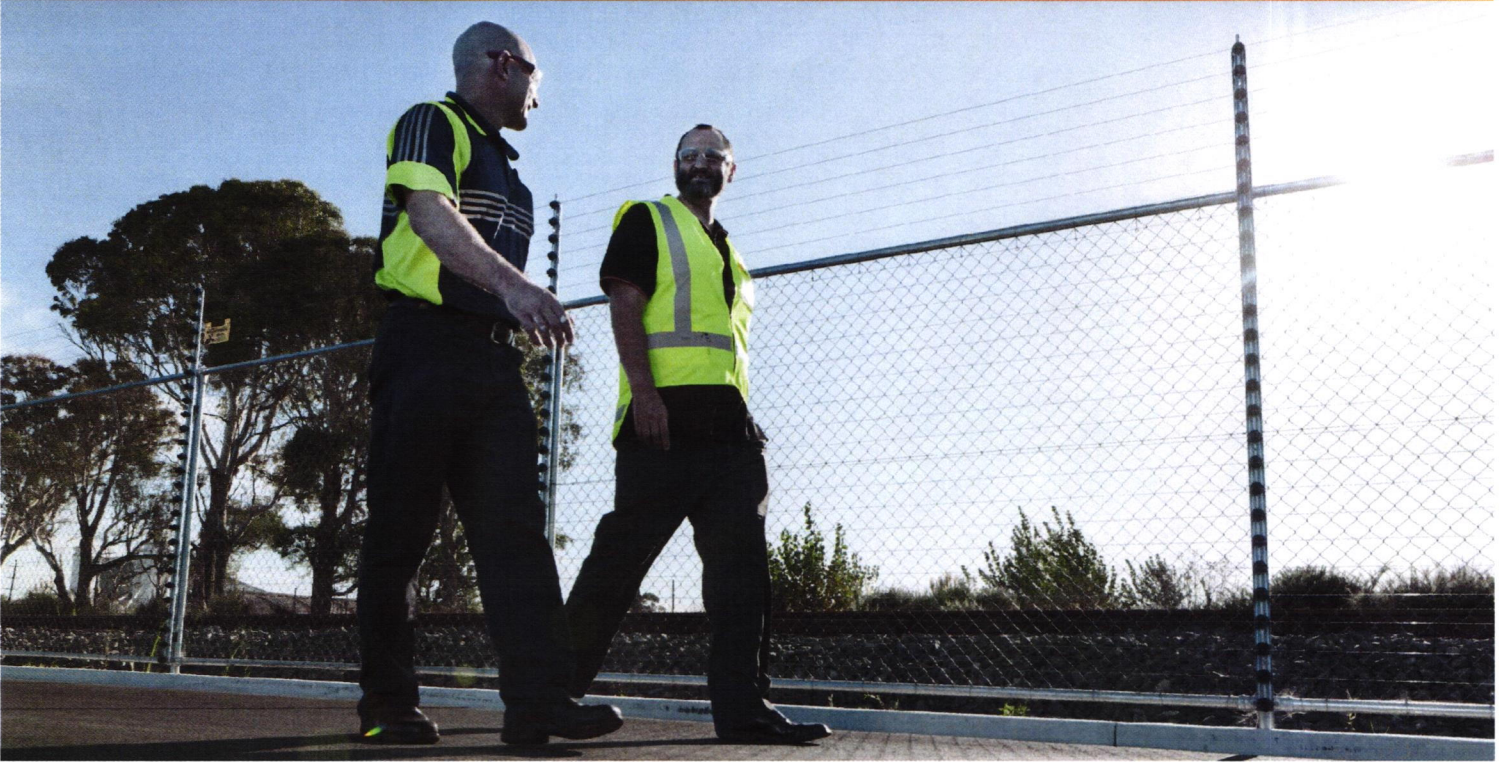
Our access control provides the flexibility to be tailored specifically to your requirements, now, and in the future. There are multiple access options, from contactless cards to mobile or biometric access, and the ability to integrate building systems and services such as heating, air conditioning, printing or locker use.

Mobile Solutions

Gallagher mobile solutions allow you to take your security on the move. Whether it's the flexibility to monitor a system from any location, or the convenience of using a smart phone in place of an access card or ID card, our extensive range of mobile solutions are designed to deliver user-friendly technology, underpinned by the strongest security.

Emergency response

In an emergency, Gallagher's access control solutions allow you to quickly and easily lock down the site with the push of a button. Our Broadcast Notifications feature enables you to communicate via SMS or email to update people on site about potential hazards or shutdowns, getting critical information directly to those who need it. Gallagher's Tab Boards feature enables you to identify and account for personnel in specific zones.



Identity management

Delivering more than traditional access control, Gallagher provides integrated identity management for employees, contractors, and visitors, across multiple sites and zones. Through credential-based access profiles, the system supports business compliance by validating, in real-time, that those entering a site or restricted zone are compliant with the necessary policies, licenses, and training.

Gallagher's T-Series range of smartcard and multi-technology readers are designed to deliver outstanding performance in high-traffic areas and to withstand adverse environmental conditions.

The durability and robust design allows for external mounting and ensures an extended life expectancy that consistently delivers a return on investment.

Effectively protecting critical sites with some of today's highest security standards is essential in ensuring the safety of the public and enforcing government laws and regulations. Trusted world-wide by corrections and defense facilities, utilities and civil infrastructure as well as government departments, we believe Gallagher solutions deliver global best practice when it comes to high security requirements.

Perimeter solutions

Gallagher's perimeter security solutions can be tailored to suit your individual requirements and work within your budget. A monitored pulse fence provides the first line of physical defense in preventing unauthorized access, and can be used in conjunction with existing fence structures or can be installed as an independent freestanding fence.

Gallagher's networked perimeter solutions provide an advanced level of perimeter security through the use of highly intelligent controllers, detection sensors, and monitoring devices, which actively report on the fence status and generate alarms and notifications accordingly.

Controllers have the capacity to interface with other systems, including outdoor lighting – enabling lights to turn on automatically in an area where a security breach is occurring; and video surveillance – producing a visual record of attempted attacks on the perimeter.



Visitor Management

Gallagher's Visitor Management Workstation provides a targeted user interface for reception staff to manage the arrival and departure of visitors to site - including updating visitor details, capturing ID photographs, printing visitor labels, assigning escorts, and providing a visitor access card. The system provides manual or automated email/SMS communication to notify hosts of a visitor's arrival or alert staff about a visitor whose time on-site has expired.

Gallagher's Visitor Management Kiosk integrates seamlessly with the Visitor Management Workstation, enabling visitors arriving on site to sign-in for a visit independently of a receptionist by using the touch-screen kiosk.

Software Maintenance

Software Maintenance ensures you receive regular software updates, giving you access to all the latest enhancements, features, and improved functionality of the Gallagher Command Centre security platform. Our ongoing investment in research and development ensures we continually improve the quality and performance of our software. We offer a range of plans to ensure your security system stays up-to-date with the latest security innovations.

Integrations

Integrations with third-party solutions enable you to bring information from imaging systems, biometrics, intercoms, elevators, non-wired doors, building management systems, and human resource programs, in to Gallagher Command Centre - creating a single, central operating platform which manages total site security.



Scalability

Innovative solutions make sophisticated security easy to manage. Add functionality as your business grows, through highly secure, scalable, and flexible solutions.

Gallagher solutions support an unlimited number of cardholders, doors, and fence zones, providing unrestricted potential for system expansion, in line with your evolving operational needs.

Reporting

Gallagher's Command Centre software management platform provides superior reporting functionality giving you complete flexibility for producing meaningful audit trails. Reports are easily customized and simple to create, resulting in reduced administration time.

Data control

Through our Command Centre platform, personnel data including human resource information, security access permissions, licensing, training records, and photo identification, can be imported, managed, and shared with other systems - enabling you to maintain a single source of data.

Built-in security

Cyber security breaches are rated as one of the top risks for businesses worldwide, and your security system is a critical part of protecting your business from cyber attack. At Gallagher, our solutions are designed from inception to be as cyber secure as possible. We continuously evolve our solutions to meet the changing threat at a software and physical level, building in robust cyber security at every stage.

Not only are security features built in to our products but all our products undergo rigorous testing by both internal and external vulnerability testers to ensure that we provide the most cyber secure products possible.



Through collaboration and personal relationships we build partnerships with our customers, channel partners, and industry partners that stand the test of time.

Certified Channel Partners

We work in collaboration with our global network of Certified Channel Partners to deliver our products and systems to you. Gallagher Channel Partners are security installation professionals who have received accreditation through our rigorous training and product certification program.

Industry alliances

Gallagher is proud to work with some of the best technology companies in the world to provide a comprehensive suite of security solutions.

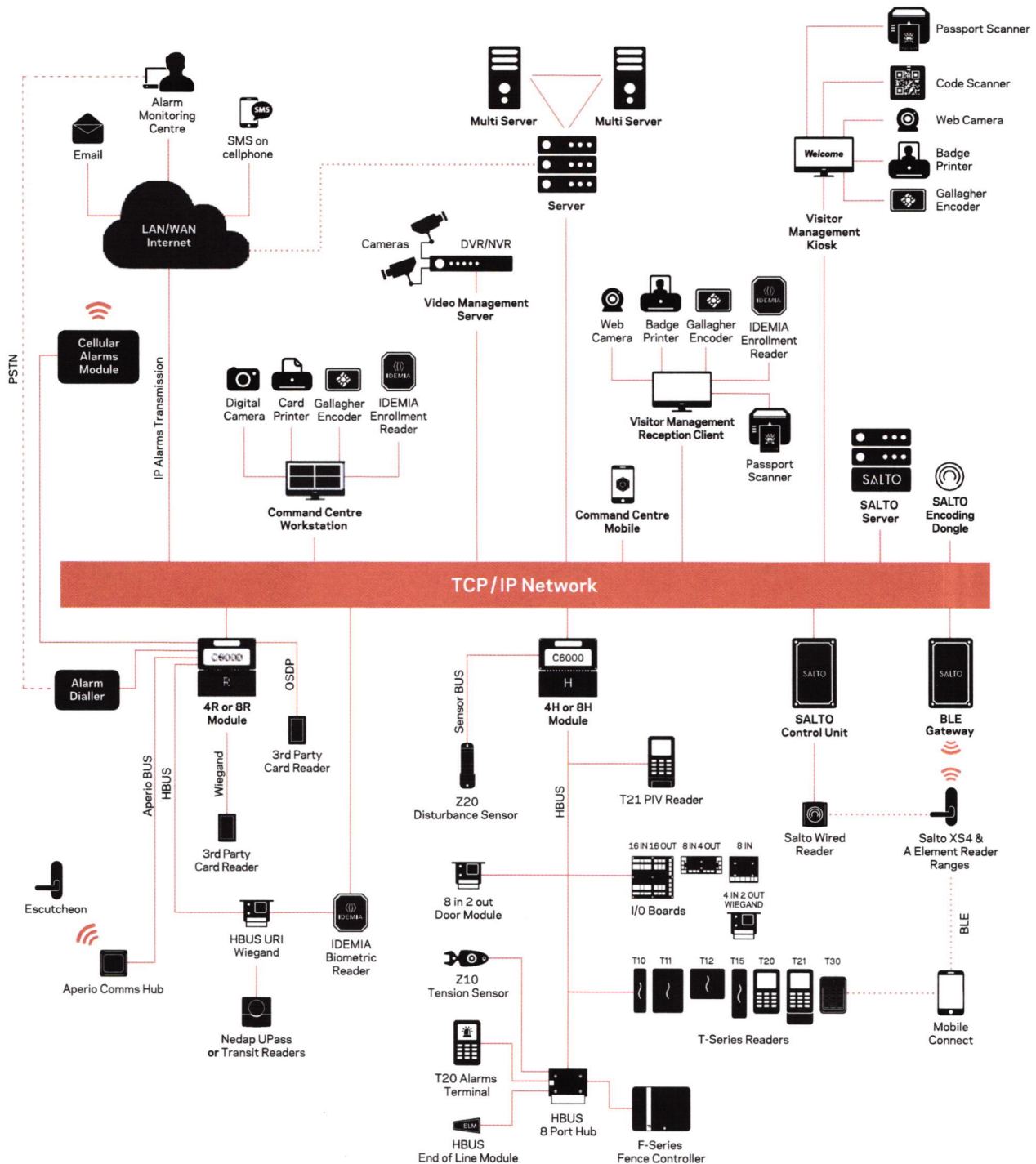
Our third-party partnerships are developed with companies who share our values of outstanding quality, excellence in innovation, and a commitment to our customers.

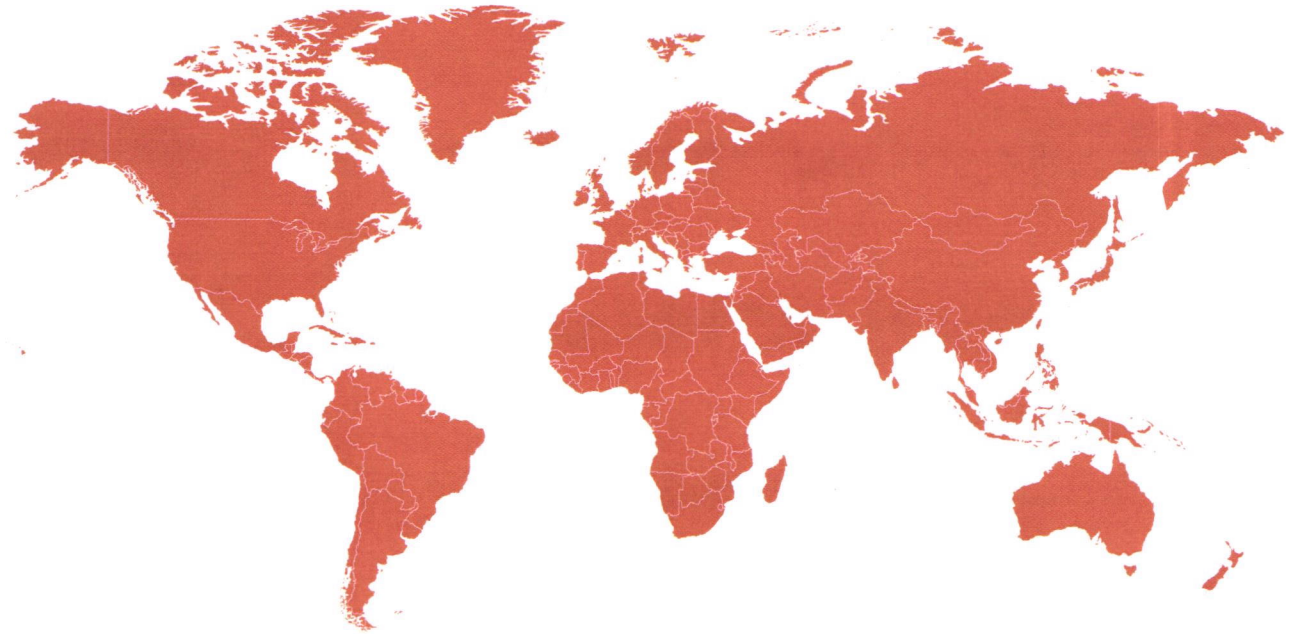
Support Services

From planning and configuring systems, to site commissioning, remote software diagnostics, and on-site assistance, supporting our customers is very important to us. To enable your staff to operate the system at its full potential, we provide in-depth and ongoing training.

System architecture

Gallagher delivers a complete site management solution with a product architecture that flows from powerful software to robust and reliable hardware. Connected via information networks, all of the components combine to provide your site with a scalable, secure and reliable security solution.





We have offices and staff located around the world enabling us to meet with you personally and truly understand your operational needs.

Operating across a broad range of industries, Gallagher has the experience and expertise to help you strengthen

your organization's security and enhance your operational efficiency. No matter your requirements, our team of solution specialists will work with you to design a system that perfectly meets your business requirements.

Gallagher Asia

+852 3468 5175
sales.cn@security.gallagher.com

Gallagher Australia

+61 3 9308 7722
sales.au@security.gallagher.com

Gallagher Canada

+1 403 463 1454
sales.usa@security.gallagher.com

Gallagher Europe

+44 2476 64 1234
sales.eu@security.gallagher.com

Gallagher India

+91 98 458 92920
sales.in@security.gallagher.com

Gallagher Middle East

+961 5 808 728
sales.me@security.gallagher.com

Gallagher New Zealand

+64 7 838 9800
sales.nz@security.gallagher.com

Gallagher North America

+1 816 421 2005
sales.usa@security.gallagher.com

Gallagher South Africa

+27 11 9744740
sales.africa@security.gallagher.com



Talk to Gallagher today

For more information, contact us:

P. +64 7 838 9800

E. security@gallagher.com

GALLAGHER WORLD HEADQUARTERS

Kahikatea Drive, Hamilton 3206
Private Bag 3026, Hamilton 3240
New Zealand

TEL: +64 7 838 9800
EMAIL: security@gallagher.com



REGIONAL OFFICES

| | |
|------------------------------|------------------|
| New Zealand..... | +64 7 838 9800 |
| Americas..... | +1 877 560 6308 |
| Asia..... | +852 3468 5175 |
| Australia..... | +61 3 9308 7722 |
| India..... | +91 98 458 92920 |
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SE0842-11/20



Gallagher Product Warranty

Product warranty

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This means that these readers are warranted for the life of the product, however, as we evolve our reader range to meet customer requirements some readers may become obsolete. If this happens we will continue to honour the warranty of those products for a further five years.

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The products currently covered by a five year warranty include:

- Access control electronics
- Perimeter Controllers and Z10 Sensors
- Type 1A electronics
- PIV electronics

Note: See your Gallagher Certified Installer for a full list of covered products and exclusions.

Additional Warranty

All Gallagher Care Plan customers are eligible to receive an additional 5-year warranty on Gallagher-manufactured electronic products, provided the products meet the requirements of the Gallagher 5-year warranty. For more information, please read our full terms and conditions.





AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-50 A Resolution of the City Council Expressing Support for Harmony House's Efforts to Secure ARPA Funds to Extend its Services to the Citizens of Republic and Surrounding Rural Areas.

Submitted By: Andrew Nelson, BUILDS Administrator

Date: August 23, 2021

Issue Statement

The City of Republic would like to approve a Resolution which would give support to Harmony House in their endeavor to secure ARPA funds.

Discussion and/or Analysis

Whereas the American Rescue Plan Act (ARPA) funds are specifically intended to be used for public benefit, we recommend supporting Harmony House in their effort to secure funds that would be used as a much-needed resource for domestic violence victims within the City of Republic and surrounding communities. Staff has reviewed the scope of work and proposal provided by Harmony House and agrees that it is in the community's best interest to provide Harmony House as much support as possible.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL EXPRESSING SUPPORT FOR HARMONY HOUSE’S EFFORTS TO SECURE ARPA FUNDS TO EXTEND ITS SERVICES TO THE CITIZENS OF REPUBLIC AND SURROUNDING RURAL AREAS

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, Harmony House provides a much-needed community resource in and around Greene County by providing shelter, support and various other services to victims of domestic violence; and

WHEREAS, Harmony House is currently working to secure American Plan Rescue Act (“ARPA”) funds for the purpose of adding a Harmony House Victim Advocate to the City, which would extend Harmony House’s services to citizens of Republic (and surrounding rural areas) who have been the victims of domestic violence; and

WHEREAS, ARPA funds are specifically intended to provide a public benefit; and

WHEREAS, the City would gain an immense public benefit from the addition of a Harmony House Victim Advocate; and

WHEREAS, the City wishes to publicly express full support for Harmony House’s mission and efforts to secure ARPA funds for the purpose of extending its service capabilities to Republic citizens.

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

Section 1: Harmony House has the full support from the City of Republic to apply for and secure ARPA funds for the purpose of establishing a Harmony House Victim Advocate within the City and/or to serve the citizens of Republic (and surrounding rural areas).

Section 2: The City Administrator, and/or his designee, is authorized to take the necessary steps to execute this Resolution.

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-51 A Resolution of the City Council Authorizing the City Administrator to Enter into an Agreement with Donelson Construction Company, LLC for Microsealing City Streets.

Submitted By: Garrett Brickner, Engineering Manager

Date: August 23, 2022

Issue Statement

To enter into an agreement with Donelson Construction Company, LLC for PressurePave sealant and Modified Aggregate Quick Set (MAQS) surfacing products and labor.

Discussion and/or Analysis

Proposed services include installation of patented MAQS and PressurePave products, as well as associated costs for labor, equipment, materials, and traffic control on various roads throughout Republic.

The City will “piggyback” off the standing Agreement between Donelson Construction and Greene County, dated December 27th, 2017.

Donelson Construction Company quote is estimated at \$460,282.99. The BUILDS department is requesting authority for an additional approximately 10% of the estimated cost to cover any unforeseen overages or field changes, bringing the total not to exceed amount to \$506,000.00.

Recommended Action

Staff recommends approval.

RESOLUTION NO. 22-R-51

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH DONELSON CONSTRUCTION COMPANY, LLC FOR MICROSEALING CITY STREETS

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 City desires to microseal multiple streets within the City using patented Modified Aggregate Quick Set (MAQS) and PressurePave surfacing products, for the purpose of ensuring street safety and longevity (“the Project”); and

WHEREAS, Greene County previously solicited sealed bids for this work on streets in and throughout Greene County, and Donelson Construction Company, LLC (“Donelson”) was the lowest responsible bidder; and

WHEREAS, Greene County entered into a cooperative agreement (Greene County Cooperative Contract #16-0798) with Donelson, which expressly provided for the participation and cooperation by other public bodies within Greene County; and

WHEREAS, the City has utilized Greene County’s Cooperative Contract #16-0798 for Donelson to perform the same (or similar) work on streets within the City in previous years; and

WHEREAS, the City wishes to continue to utilize Greene County’s Cooperative Contract #16-0798 for Donelson’s provision of work on the Project, consistent with the pricing identified on Donelson’s June 14, 2022 Estimate.

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

- Section 1.** Donelson Construction Company, LLC is hereby selected as the contractor for the Project, pursuant to the terms of Greene County’s Cooperative Contract #16-0798 and consistent with the pricing identified on the June 14, 2022 Estimate provided by Donelson, attached hereto as “Exhibit 1” and expressly incorporated herein; however, the City shall not exceed a total of \$506,000 in monies remitted to Donelson for the Project without first receiving additional authorization by Council.
- Section 2.** On behalf of the City, the City Administrator, or his designee, on behalf of the City, is authorized to execute the documents required for implementation of the agreement with Donelson for the Project.
- Section 3.** The City Administrator, or his designee, on behalf of the City, is authorized to take the additional necessary steps, if any, to implement this Resolution.
- Section 4.** The whereas clauses are hereby specifically incorporated herein by reference.

RESOLUTION NO. 22-R-51

RESOLUTION NO. 22-R-51

Section 5. This Resolution shall become effective on and after the date of passage and approval as provided by law.


PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



Ph: (417) 743-2694

Fax: (417) 743-2945

1075 Wise Hill Road, Clever, MO 65631

ESTIMATE

June 14, 2022

Garrett Brickner
City of Republic
213 N Main Street
Republic, MO 65738

Donelson Construction Co., LLC is pleased to provide the following estimate for the installation of our patented Modified Aggregate Quick Set (MAQS®) Surfacing and PressurePave® Systems. The prices include all labor equipment, materials and traffic control.

The unit prices for the separate materials are as follows (per yd2):

| | |
|---------------------|--------|
| MAQS-PressurePave®- | \$1.25 |
| MAQS®-2 Scratch | \$4.39 |
| MAQS®-2 | \$4.39 |

| Ironwood Dr | From: | Beal Rd | To: | Long Dr | Yd2: | 2,990 |
|---------------------|--------------|---------|------------|--------------------|--------------|-------|
| MAQS-PressurePave®- | | | | \$3,737.50 | | |
| MAQS®-2 Scratch | | | | \$0.00 | Scratch yd2: | - |
| MAQS®-2 | | | | \$13,126.10 | | |
| Total | | | | \$16,863.60 | | |

| Spoon Ct | From: | Ironwood Dr | To: | southeast CDS | Yd2: | 904 |
|---------------------|--------------|-------------|------------|-------------------|--------------|-----|
| MAQS-PressurePave®- | | | | \$1,130.00 | | |
| MAQS®-2 Scratch | | | | \$0.00 | Scratch yd2: | - |
| MAQS®-2 | | | | \$3,968.56 | | |
| Total | | | | \$5,098.56 | | |

| Greenview Ct | From: | Ironwood Dr | To: | northeast CDS | Yd2: | 874 |
|---------------------|--------------|-------------|------------|-------------------|--------------|-----|
| MAQS-PressurePave®- | | | | \$1,092.50 | | |
| MAQS®-2 Scratch | | | | \$0.00 | Scratch yd2: | - |
| MAQS®-2 | | | | \$3,836.86 | | |
| Total | | | | \$4,929.36 | | |

| | | | |
|------------------------|---------------------------|--------------------------|--------------------|
| Long Dr | From: Beal Rd | To: southeast CDS | Yd2: 3,097 |
| MAQS-PressurePave®- | | \$3,871.25 | |
| MAQS®-2 Scratch | | \$0.00 | Scratch yd2: - |
| MAQS®-2 | | \$13,595.83 | |
| Total | | \$17,467.08 | |
| Island Green Dr | From: Beal Rd | To: Beal Rd | Yd2: 1,441 |
| MAQS-PressurePave®- | | \$1,801.25 | |
| MAQS®-2 Scratch | | \$0.00 | Scratch yd2: - |
| MAQS®-2 | | \$6,325.99 | |
| Total | | \$8,127.24 | |
| Metalwood Dr | From: Beal Rd | To: southeast CDS | Yd2: 2,668 |
| MAQS-PressurePave®- | | \$3,335.00 | |
| MAQS®-2 Scratch | | \$0.00 | Scratch yd2: - |
| MAQS®-2 | | \$11,712.52 | |
| Total | | \$15,047.52 | |
| Niblick Ct | From: Metalwood Dr | To: north CDS | Yd2: 1,071 |
| MAQS-PressurePave®- | | \$1,338.75 | |
| MAQS®-2 Scratch | | \$0.00 | Scratch yd2: - |
| MAQS®-2 | | \$4,701.69 | |
| Total | | \$6,040.44 | |
| Pine Ave | From: Hines St | To: Elm St | Yd2: 6,203 |
| MAQS-PressurePave®- | | \$7,753.75 | |
| MAQS®-2 Scratch | | \$6,589.39 | Scratch yd2: 1,501 |
| MAQS®-2 | | \$27,231.17 | |
| Total | | \$41,574.31 | |
| E. Anderson St | From: Main St | To: Hampton Ave | Yd2: 3,569 |
| MAQS-PressurePave®- | | \$4,461.25 | |
| MAQS®-2 Scratch | | \$114.14 | Scratch yd2: 26 |
| MAQS®-2 | | \$15,667.91 | |
| Total | | \$20,243.30 | |
| Parks St | From: Main St | To: Pine Ave | Yd2: 717 |
| MAQS-PressurePave®- | | \$896.25 | |
| MAQS®-2 Scratch | | \$3,064.22 | Scratch yd2: 698 |
| MAQS®-2 | | \$3,147.63 | |
| Total | | \$7,108.10 | |
| Concordia Ave | From: Oneal Rd | To: Forest Ln | Yd2: 4,027 |
| MAQS-PressurePave®- | | \$5,033.75 | |
| MAQS®-2 Scratch | | \$9,385.82 | Scratch yd2: 2,138 |
| MAQS®-2 | | \$17,678.53 | |
| Total | | \$32,098.10 | |

| Ventura Ave | From: | Forest Ln | To: | Oneal Rd | Yd2: | 3,349 |
|---------------------|--------------|-----------|------------|--------------------|--------------|-------|
| MAQS-PressurePave®- | | | | \$4,186.25 | | |
| MAQS®-2 Scratch | | | | \$478.51 | Scratch yd2: | 109 |
| MAQS®-2 | | | | \$14,702.11 | | |
| Total | | | | \$19,366.87 | | |

| Forest Ln | From: | Ventura Ave | To: | Mill St | Yd2: | 5,111 |
|---------------------|--------------|-------------|------------|--------------------|--------------|-------|
| MAQS-PressurePave®- | | | | \$6,388.75 | | |
| MAQS®-2 Scratch | | | | \$11,168.16 | Scratch yd2: | 2,544 |
| MAQS®-2 | | | | \$22,437.29 | | |
| Total | | | | \$39,994.20 | | |

| Buxton Ln | From: | Mill St | To: | west end | Yd2: | 2,843 |
|---------------------|--------------|---------|------------|--------------------|--------------|-------|
| MAQS-PressurePave®- | | | | \$3,553.75 | | |
| MAQS®-2 Scratch | | | | \$201.94 | Scratch yd2: | 46 |
| MAQS®-2 | | | | \$12,480.77 | | |
| Total | | | | \$16,236.46 | | |

| West Ave | From: | RR Tracks | To: | Elm St | Yd2: | 2,720 |
|---------------------|--------------|-----------|------------|--------------------|--------------|-------|
| MAQS-PressurePave®- | | | | \$3,400.00 | | |
| MAQS®-2 Scratch | | | | \$232.67 | Scratch yd2: | 53 |
| MAQS®-2 | | | | \$11,940.80 | | |
| Total | | | | \$15,573.47 | | |

| West Ave | From: | Elm St | To: | Hwy 174 | Yd2: | 4,014 |
|---------------------|--------------|--------|------------|--------------------|--------------|-------|
| MAQS-PressurePave®- | | | | \$5,017.50 | | |
| MAQS®-2 Scratch | | | | \$829.71 | Scratch yd2: | 189 |
| MAQS®-2 | | | | \$17,621.46 | | |
| Total | | | | \$23,468.67 | | |

| Hines St | From: | Main St | To: | Hwy 174 | Yd2: | 816 |
|---------------------|--------------|---------|------------|-------------------|--------------|-----|
| MAQS-PressurePave®- | | | | \$1,020.00 | | |
| MAQS®-2 Scratch | | | | \$662.89 | Scratch yd2: | 151 |
| MAQS®-2 | | | | \$3,582.24 | | |
| Total | | | | \$5,265.13 | | |

| Logan St | From: | Main St | To: | College Ave | Yd2: | 1,129 |
|---------------------|--------------|---------|------------|-------------------|--------------|-------|
| MAQS-PressurePave®- | | | | \$1,411.25 | | |
| MAQS®-2 Scratch | | | | \$92.19 | Scratch yd2: | 21 |
| MAQS®-2 | | | | \$4,956.31 | | |
| Total | | | | \$6,459.75 | | |

| W Anderson St | From: | Main St | To: | Hwy 174 | Yd2: | 3,475 |
|----------------------|--------------|---------|------------|-------------|--------------|-------|
| MAQS-PressurePave®- | | | | \$4,343.75 | | |
| MAQS®-2 Scratch | | | | \$2,379.38 | Scratch yd2: | 542 |
| MAQS®-2 | | | | \$15,255.25 | | |

Total \$21,978.38

Bonnie Ave **From:** Grant St **To:** Elm St **Yd2:** 1,378

| | | | |
|---------------------|-------------------|--------------|-----|
| MAQS-PressurePave®- | \$1,722.50 | | |
| MAQS®-2 Scratch | \$1,220.42 | Scratch yd2: | 278 |
| MAQS®-2 | \$6,049.42 | | |
| Total | \$8,992.34 | | |

Harrison St **From:** West Ave **To:** west to end **Yd2:** 1,300

| | | | |
|---------------------|-------------------|--------------|-----|
| MAQS-PressurePave®- | \$1,625.00 | | |
| MAQS®-2 Scratch | \$957.02 | Scratch yd2: | 218 |
| MAQS®-2 | \$5,707.00 | | |
| Total | \$8,289.02 | | |

School St **From:** Elm St **To:** Mill St **Yd2:** 667

| | | | |
|---------------------|-------------------|--------------|-----|
| MAQS-PressurePave®- | \$833.75 | | |
| MAQS®-2 Scratch | \$1,123.84 | Scratch yd2: | 256 |
| MAQS®-2 | \$2,928.13 | | |
| Total | \$4,885.72 | | |

Mill St **From:** West Ave **To:** Buxton Ln **Yd2:** 1,103

| | | | |
|---------------------|-------------------|--------------|---|
| MAQS-PressurePave®- | \$1,378.75 | | |
| MAQS®-2 Scratch | \$0.00 | Scratch yd2: | - |
| MAQS®-2 | \$4,842.17 | | |
| Total | \$6,220.92 | | |

Walnut Ave **From:** Elm St **To:** Hwy 174 **Yd2:** 6,666

| | | | |
|---------------------|--------------------|--------------|---|
| MAQS-PressurePave®- | \$8,332.50 | | |
| MAQS®-2 Scratch | \$0.00 | Scratch yd2: | - |
| MAQS®-2 | \$29,263.74 | | |
| Total | \$37,596.24 | | |

College Ave **From:** Elm St **To:** Hwy 174 **Yd2:** 3,283

| | | | |
|---------------------|--------------------|--------------|----|
| MAQS-PressurePave®- | \$4,103.75 | | |
| MAQS®-2 Scratch | \$70.24 | Scratch yd2: | 16 |
| MAQS®-2 | \$14,412.37 | | |
| Total | \$18,586.36 | | |

Sherman Ave **From:** Elm St **To:** Britain St **Yd2:** 1,227

| | | | |
|---------------------|-------------------|--------------|-----|
| MAQS-PressurePave®- | \$1,533.75 | | |
| MAQS®-2 Scratch | \$645.33 | Scratch yd2: | 147 |
| MAQS®-2 | \$5,386.53 | | |
| Total | \$7,565.61 | | |

Britain St **From:** Sherman Ave **To:** west end **Yd2:** 1,090

| | | | |
|---------------------|------------|--------------|----|
| MAQS-PressurePave®- | \$1,362.50 | | |
| MAQS®-2 Scratch | \$294.13 | Scratch yd2: | 67 |

| | |
|--------------|-------------------|
| MAQS®-2 | \$4,785.10 |
| Total | \$6,441.73 |

Scotland Ln **From:** Jackson St **To:** west end **Yd2:** 1,352

| | | | |
|---------------------|-------------------|--------------|---|
| MAQS-PressurePave®- | \$1,690.00 | Scratch yd2: | - |
| MAQS®-2 Scratch | \$0.00 | | |
| MAQS®-2 | \$5,935.28 | | |
| Total | \$7,625.28 | | |

Jackson St **From:** Cliborne Ave **To:** West Ave **Yd2:** 597

| | | | |
|---------------------|-------------------|--------------|-----|
| MAQS-PressurePave®- | \$746.25 | Scratch yd2: | 575 |
| MAQS®-2 Scratch | \$2,524.25 | | |
| MAQS®-2 | \$2,620.83 | | |
| Total | \$5,891.33 | | |

Jackson St **From:** West Ave **To:** Elm St **Yd2:** 3,144

| | | | |
|---------------------|--------------------|--------------|----|
| MAQS-PressurePave®- | \$3,930.00 | Scratch yd2: | 24 |
| MAQS®-2 Scratch | \$105.36 | | |
| MAQS®-2 | \$13,802.16 | | |
| Total | \$17,837.52 | | |

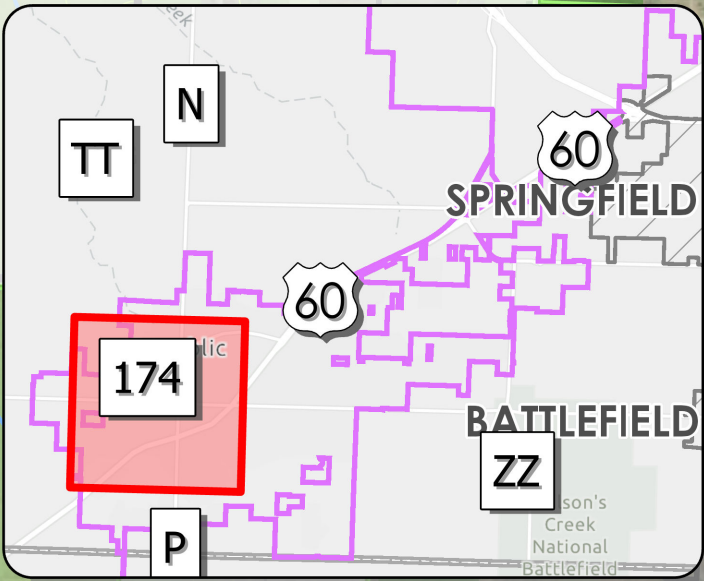
Cliborne Ave **From:** Elm St **To:** Mill St **Yd2:** 671

| | | | |
|---------------------|-------------------|--------------|----|
| MAQS-PressurePave®- | \$838.75 | Scratch yd2: | 14 |
| MAQS®-2 Scratch | \$61.46 | | |
| MAQS®-2 | \$2,945.69 | | |
| Total | \$3,845.90 | | |

Mill St **From:** Concordia Ave **To:** Eagan St **Yd2:** 632

| | | | |
|---------------------|-------------------|--------------|---|
| MAQS-PressurePave®- | \$790.00 | Scratch yd2: | - |
| MAQS®-2 Scratch | \$0.00 | | |
| MAQS®-2 | \$2,774.48 | | |
| Total | \$3,564.48 | | |

GRAND TOTAL: \$460,282.99

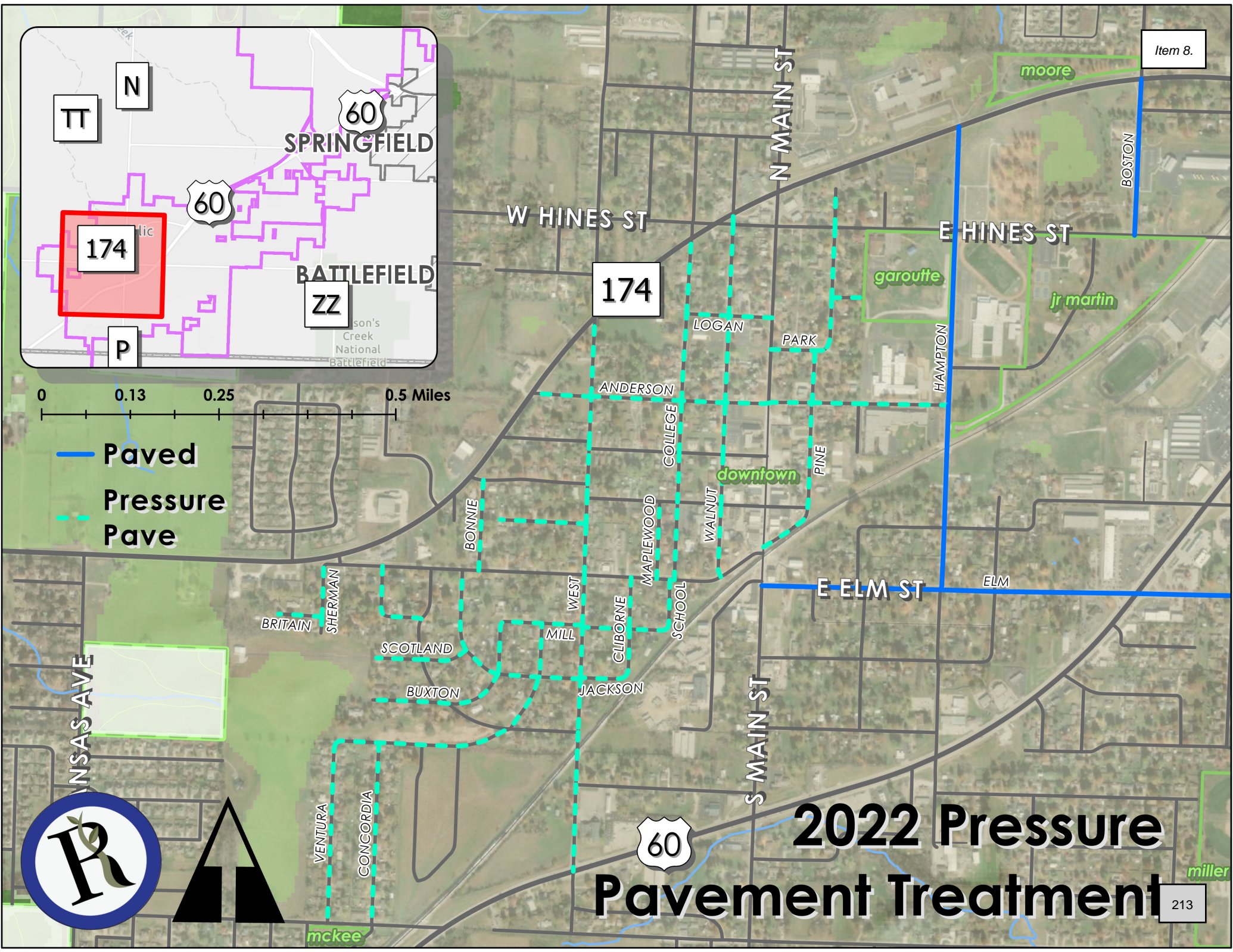


0 0.13 0.25 0.5 Miles

- Paved
- - - Pressure Pave



2022 Pressure Pavement Treatment





AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-52 A Resolution of the City Council Authorizing the City Administrator to Engage in Services with Stifel, Nicolaus & Company, Incorporated for Special Obligation Bonds Totaling \$40 Million for Special Projects During 2023-2026.

Submitted By: Andrew Nelson, BUILDS Administrator

Date: August 23, 2022

Issue Statement

The City of Republic wishes to engage with Stifel, Nicolaus & Company for underwriting services related to potentially \$40 Million in special obligation bonds for various projects in 2023-2026.

Discussion and/or Analysis

Projects associated with these special obligation bonds include, but are not limited to:

- Three Major Parks & Recreation Projects – Approved by ¼ cent Capital Improvement Sales Tax in August 2022. Includes J.R. Martin Park Event Space, Expansion of the Republic Aquatic Center, and development of new Athletic Complex.
- Fire Station #3
- Economic Development

The City has previously used Stifel, Nicolaus & Company, Inc. for special obligation bonds related to wastewater improvements which has been, overall, a positive experience.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO ENGAGE IN SERVICES WITH STIFEL, NICOLAUS & COMPANY, INCORPORATED FOR SPECIAL OBLIGATION BONDS TOTALING \$40 MILLION FOR SPECIAL PROJECTS DURING 2023-2026

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, the projects associated with the special obligation bonds include (but are not necessarily limited to) three (3) major Parks and Recreation projects, Fire Station #3, and additional economic development opportunities; and

WHEREAS, the City has previously engaged Stifel, Nicolaus & Company, Incorporated (“Stifel”) for providing services relating to its special obligation bonds; and

WHEREAS, an engagement letter with Stifel is necessary for the City to engage in discussions regarding the issuance of municipal securities related to Special Obligation Bonds or Certificates of Participation; and

WHEREAS, the City has been pleased with Stifel’s services in prior engagements, and wishes to execute an engagement letter with Stifel for additional services relating to special obligation bonds totaling approximately \$40,000,000 to be used toward projects the City is planning for 2023 to 2026.

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

- Section 1:** The City Administrator, and/or his designee(s), on behalf of the City, is hereby authorized to execute an engagement letter with Stifel, Nicolaus and Company, Incorporated for services relating to the potential issuance of, or series of issuances of, municipal securities related to Special Obligation Bonds or Certificates of Participation in the approximate amount of \$40,000,00 to be used toward City projects from 2023-2026.
- Section 2:** The City Administrator, and/or his designee(s), on behalf of the City, is authorized to take the necessary steps to execute this Resolution.
- Section 3:** The WHEREAS clauses are hereby specifically incorporated herein by reference.
- Section 4:** This Resolution shall become effective on and after the date of passage and approval as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote: