



AGENDA

City Council Meeting
Republic Community Center 711 E. Miller Rd.
August 25, 2020 at 6:30 PM

Matt Russell, Mayor/Ward III
Brandon Self, Ward I
Garry Wilson, Ward II
Christopher Updike, Ward III
Jennifer Mitchell, Ward IV
Eric Franklin, Ward I
Gerry Pool, Ward II
Jim Deichman, Ward IV

Call Meeting to Order

Opening Prayer

Pledge of Allegiance to the United States Flag

Citizen Participation

Consent Agenda

- [1.](#) Approve City Council Regular Session Minutes of August 18, 2020
- [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 Scrivener's Error correction of two duplicated Resolution numbers.
- [4.](#) Approve Utility Billing Adjustments.

Board, Commission, and Committee Schedule

Old Business and Tabled Items

- [5.](#) 20-29 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Zoning Code and Official Map by Changing the Classification of Approximately 0.91 Acres, Located at 317 South Main Street, from Local Commercial (C-1) to General Commercial (C-2).
- [6.](#) 20-30 An Ordinance of the City Council of the City of Republic, Missouri, Vacating Right-Of-Way at 1700 South Empire Avenue.
- [7.](#) 20-31 An Ordinance of the City Council of the City of Republic, Missouri, Vacating a Portion of West Carnahan Street.
- [8.](#) 20-32 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into an Infrastructure Development Agreement with Shuyler Ridge, LLC, for Infrastructure for Phase 3 of the Lakes at Shuyler Ridge Residential Subdivision.
- [9.](#) 20-33 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Final Plat of the Monte Cristo Phase Nine Subdivision.
- [10.](#) A Public Hearing of the City Council of the City of Republic, Missouri, Setting the 2020 Property Tax Levies for the City of Republic, Missouri.
- [11.](#) 20-34 An Ordinance of the City Council of the City of Republic, Missouri, Setting the 2020 Property Tax Levies for the City of Republic, Missouri.
- [12.](#) 20-35 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Municipal Code of the City of Republic, Missouri, by Amending Title III, "Traffic Code," Chapter 380, "Vehicle Equipment," Article II, "Other Equipment, by repealing Section 380.190, "Headgear Required – Motorcycles or Motortricycles."

[13.20-36](#) An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into a Development Agreement with Rankin Development, LLC and Drury University for Public Improvements to the Garton Business Park.

New Business (First Reading of Ordinances)

[14.20-37](#) An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the Execution of a First Supplemental STP-Urban Program Agreement with the Missouri Highways and Transportation Commission for the Design and Right of Way Acquisition for the Extension of the Shuyler Creek Trail.

[15.20-38](#) An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into a Development Agreement with Convoy of Hope for Water Line Public Improvements.

Other Business (Resolutions)

[16.20-R-30](#) A Resolution of the City Council, of the City of Republic, Missouri, Authorizing the Purchase of Radios for the Police Department.

[17.20-R-31](#) A Resolution of the City Council of the City of Republic, Missouri, Awarding the Final Design of the Wastewater Treatment Plant, State Revolving Fund Assistance, and Wastewater Collections System Upgrade Design, and Authorizing the Related Task Order No. 10.

[18.20-R-32](#) A Resolution of the City Council of the City of Republic, Missouri, Appointing Authorized Signers with Bank of Missouri.

Finance Report

Reports from Staff

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

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

Adjournment

Individuals addressing the Council are asked to step to the microphone and clearly state their name and address before speaking. In accordance with ADA guidelines, if you need special accommodations to attend any city meeting, please notify the City Clerk's Office at 732-3140 at least three days prior to the scheduled meeting. **All meetings are tape recorded for public viewing.**



MINUTES
City Council Meeting
Community Center 711 E. Miller Rd.
August 18, 2020 at 6:30 PM

Matt Russell, Mayor/Ward III
Brandon Self, Ward I
Garry Wilson, Ward II
Christopher Updike, Ward III
Jennifer Mitchell, Ward IV

Eric Franklin, Ward I
Gerry Pool, Ward II
Jim Deichman, Ward IV

Call Meeting to Order

The regular session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Matt Russell at 6:32 p.m. at the Republic Community Center. Council Members in attendance were: Eric Franklin, Jim Deichman, Garry Wilson, Brandon Self, Christopher Updike, Matt Russell, Jennifer Mitchell, and Gerry Pool. Others in attendance were: City Administrator David Cameron, Assistant City Administrator Jared Keeling, Assistant City Administrator Lisa Addington, Finance Director Debbie Parks, Lieutenant Jamie Burks, City Attorney Scott Ison, Public Information Officer Mike Landis, Principal Planner Karen Haynes, Public Works Director Andrew Nelson, and City Clerk Laura Burbridge.

Opening Prayer

Opening prayer was led by David Cameron.

Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mayor Matt Russell.

Mayor's Announcements, Appointments, and Vote

1. Election of Acting Mayor Pro Tem

Mayor Russell asked Mr. Ison to speak regarding an Acting Mayor Pro Tem. Scott Ison explained the need to elect an Acting Mayor Pro Tem in the event that Mayor Russell was unable to attend a meeting until the April municipal election. Mayor Russell agreed it would be a good idea. Mayor Russell opened it up for nominations. Mayor Russell acting as Council Member of Ward III nominated Council Member Franklin for the position. Council Member Deichman seconded. The vote was 7 Aye-Deichman, Pool, Russell, Self, Wilson, Updike, and Mitchell. 0 Nay. Council Member Franklin abstained. Motion Carried.

Citizen Participation

Mayor Russell opened Citizen Participation at 6:36 p.m. No one came forward so Mayor Russell closed Citizen Participation at 6:36 p.m.

Consent Agenda

Motion was made by Council Member Wilson and seconded by Council Member Pool to approve the consent agenda. The vote was 8 Aye-Deichman, Russell, Pool, Franklin, Self, Wilson, Updike and Mitchell. 0 Nay. Motion Carried.

1. Approve City Council Regular Session Minutes of July 21, 2020
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.

Board, Commission, and Committee Schedule

City Council Meeting	August 25, 2020
Board of Adjustment Meeting	September 3, 2020
Planning & Zoning Meeting	September 14, 2020
City Council Meeting	September 15, 2020

Old Business and Tabled Items

4. 20-27 An Ordinance of the City Council of the City of Republic, Missouri, to Establish a Procedure for Disclosing Potential Conflicts of Interest and Substantial Interests for Certain Officials.

Motion was made by Council Member Pool and seconded by Council Member Franklin to have the second reading of Bill 20-27 by title only. The vote was 8 Aye-Franklin, Pool, Russell, Deichman, Mitchell, Updike, Wilson, and Self. 0 Nay. Motion Carried. Scott Ison was available to answer any questions from Council. Council Member Wilson motioned for the passage of Bill 20-27. Council Member Franklin seconded. A roll call vote was taken. The vote was 8 Aye-Self, Russell, Updike, Franklin, Pool, Mitchell, Deichman, and Wilson. 0 Nay. Motion Carried.

5. 20-28 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Annexation of Approximately 5.0 Acres of Land Located at 688 South Kansas Avenue and Adjacent Right-of-Way.

Motion was made by Council Member Deichman and seconded by Council Member Mitchell to have the second reading of Bill 20-28 by title only. The vote was 8 Aye-Franklin, Pool, Russell, Deichman, Mitchell, Updike, Wilson, and Self. 0 Nay. Motion Carried. Karen Haynes was available to answer any questions from Council. Council Member Deichman motioned for the passage of Bill 20-28. Council Member Pool seconded. A roll call vote was taken. The vote was 8 Aye-Mitchell, Self, Deichman, Wilson, Franklin, Pool, Updike, and Russell. 0 Nay. Motion Carried.

New Business (First Reading of Ordinances)

6. 20-29 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Zoning Code and Official Map by Changing the Classification of Approximately 0.91 Acres, Located at 317 South Main Street, from Local Commercial (C-1) to General Commercial (C-2).

Council Member Mitchell motioned for the first reading of Bill 20-29 by title only. Council Member Franklin seconded. The vote was 8 Aye-Self, Franklin, Pool, Wilson, Deichman, Russell, Mitchell, and Updike. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill. Todd Wright spoke in favor of the bill. Mayor Russell reminded Council that this was a first read and to get with Ms. Haynes with any questions prior to the next meeting.

7. 20-30 An Ordinance of the City Council of the City of Republic, Missouri, Vacating Right-Of-Way at 1700 South Empire Avenue.

Council Member Franklin motioned for the first reading of Bill 20-30 by title only. Council Member Pool seconded. The vote was 8 Aye-Self, Franklin, Pool, Wilson, Deichman, Russell, Mitchell, and Updike. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill. Mayor Russell reminded Council that this was a first read and to get with Ms. Haynes with any questions prior to the next meeting.

8. 20-31 An Ordinance of the City Council of the City of Republic, Missouri, Vacating a Portion of West Carnahan Street.

Council Member Mitchell motioned for the first reading of Bill 20-31 by title only. Council Member Franklin seconded. The vote was 8 Aye-Self, Franklin, Pool, Wilson, Deichman, Russell, Mitchell, and Updike. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill. Mayor Russell reminded Council that this was a first read and to get with Ms. Haynes with any questions prior to the next meeting.

9. 20-32 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into an Infrastructure Development Agreement with Shuyler Ridge, LLC, for Infrastructure for Phase 3 of the Lakes at Shuyler Ridge Residential Subdivision.

Council Member Deichman motioned for the first reading of Bill 20-32 by title only. Council Member Pool seconded. The vote was 8 Aye-Self, Franklin, Pool, Wilson, Deichman, Russell, Mitchell, and Updike. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill. Mayor Russell reminded Council that this was a first read and to get with Ms. Haynes with any questions prior to the next meeting.

10. 20-33 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Final Plat of the Monte Cristo Phase Nine Subdivision.

Council Member Pool motioned for the first reading of Bill 20-33 by title only. Council Member Updike seconded. The vote was 8 Aye-Self, Franklin, Pool, Wilson, Deichman, Russell, Mitchell, and Updike. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill. Mayor Russell reminded Council that this was a first read and to get with Ms. Haynes with any questions prior to the next meeting.

11. 20-34 An Ordinance of the City Council of the City of Republic, Missouri, Setting the 2020 Property Tax Levies for the City of Republic, Missouri.

Council Member Deichman motioned for the first reading of Bill 20-34 by title only. Council Member Pool seconded. The vote was 8 Aye-Self, Franklin, Pool, Wilson, Deichman, Russell, Mitchell, and Updike. 0 Nay. Motion Carried. Debbie Parks provided an overview of the bill. Mayor Russell reminded Council that this was a first read and to get with Ms. Parks with any questions prior to the next meeting.

12. 20-35 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Municipal Code of the City of Republic, Missouri, by Amending Title III, "Traffic Code," Chapter 380, "Vehicle Equipment," Article II, "Other Equipment, by repealing Section 380.190, "Headgear Required – Motorcycles or Motortricycles."

Council Member Mitchell motioned for the first reading of Bill 20-35 by title only. Council Member Updike seconded. The vote was 8 Aye-Self, Franklin, Pool, Wilson, Deichman, Russell, Mitchell, and Updike. 0 Nay. Motion Carried. Scott Ison provided an overview of the bill. Mayor Russell reminded Council that this was a first read and to get with Mr. Ison with any questions prior to the next meeting.

13. 20-36 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into a Development Agreement with Rankin Development, LLC and Drury University for Public Improvements to the Garton Business Park.

Council Member Franklin motioned for the first reading of Bill 20-36 by title only. Council Member Updike seconded. The vote was 8 Aye-Self, Franklin, Pool, Wilson, Deichman,

Russell, Mitchell, and Updike. 0 Nay. Motion Carried. David Cameron provided an overview of the bill. Andrew Nelson and Scott Ison also provided information to Council regarding this bill. Mayor Russell reminded Council that this was a first read and to get with Mr. Cameron with any questions prior to the next meeting.

Other Business (Resolutions)

14. 20-R-25 A Resolution of the City Council of the City of Republic, Missouri, Approving a Preliminary Plat for Oakwood Heights 1st Addition, A Residential Subdivision Consisting of Approximately 4.30 Acres Located in the 2000 Block of East Hines Street.

Motion was made by Council Member Wilson and seconded by Council Member Pool to approve Resolution 20-R-25. Karen Haynes provided an overview of the Resolution. The vote was 8 Aye-Self, Franklin, Pool, Wilson, Deichman, Russell, Updike, and Mitchell. 0 Nay. Motion Carried.

15. 20-R-26 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the Purchase of One Police Vehicle.

Motion was made by Council Member Wilson and seconded by Council Member Mitchell to approve Resolution 20-R-26. Jamie Burks provided an overview of the Resolution. David Cameron notified Council that this was not a budgeted item; however due to the savings this year in salaries of vacant positions, the expense will not exceed the budget. The vote was 8 Aye-Self, Franklin, Pool, Wilson, Deichman, Russell, Updike, and Mitchell. 0 Nay. Motion Carried.

16. 20-R-27 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the Purchase of Waterline Material for the Garton Business Park Extension.

Motion was made by Council Member Pool and seconded by Council Member Deichman to approve Resolution 20-R-27. Andrew Nelson provided an overview of the Resolution. The vote was 8 Aye-Self, Franklin, Pool, Wilson, Deichman, Russell, Updike, and Mitchell. 0 Nay. Motion Carried.

Reports from Staff

Report from City Administrator:

City Administrator David Cameron shared that development agreements are a good thing and it makes him smile knowing things are moving in a positive direction. Mr. Cameron stated we will have more agreements presented to Council soon. Mr. Cameron shared he appreciates the staff's growth mindset and that we are growing the right way, not just for the sake of growing. Mr. Cameron expressed his appreciation to the development community for partnering with us. Mr. Cameron said he hears regularly how refreshing it is to work and partner with us. Mr. Cameron shared he appreciates Scott's work on drafting the agreements and cleaning them up. He stated he appreciates the relationships developed through these agreements and anticipates a developer's agreement with Convoy of Hope soon.

City Administrator David Cameron stated MoDOT has been a great partner to our community lately. He spoke about the milling and overlay they did on US 60 Highway at night and commended them for re-striping. Mr. Cameron stated he looks forward to the 60 Highway/Highway 174 improvements. Mr. Cameron said it is a nice-looking highway that benefits us all.

City Administrator David Cameron spoke about the budget and notified Council the finance report will be next week. Mr. Cameron reported the sales tax numbers are in for August and we are up 36% from

last year at the same time. Mr. Cameron reminded Council we had projected a 40% decrease. Mr. Cameron stated we are not going to just open the checkbook to start spending not knowing the 2021 economic outlook. Mr. Cameron reported we are bringing back some of the vacant positions and moving forward with positions originally expected to be filled in 2021.

City Administrator David Cameron gave kudos to Mike Landis for his work on the new website.

City Administrator David Cameron notified Council he has authorized work to resume on the Council Chambers at Municipal Court and with our nice new equipment, we will be able to see the maps on the screens. Mr. Cameron reported our financial position is strong enough to sustain the city even if there is a decline. He reminded Council we cut spending, didn't fill positions, and staff did double duty. Mr. Cameron stated he appreciated the work done by staff.

City Administrator David Cameron asked Assistant City Administrator/Parks and Recreation Director Jared Keeling to update Council on some current projects.

Assistant City Administrator Jared Keeling announced the gotMud? Run is this Saturday. Mr. Keeling reported last year's attendance was over 1200 participants. Mr. Keeling explained there are COVID-19 precautions in place. Mr. Keeling thanked the sponsors: Flat Creek, Brandon Self Agency, and Smile Zone for their contributions. Next Saturday will be the adult only gotMud? Run.

Assistant City Administrator Jared Keeling provided an update on Have-A-Blast, now scheduled for September 5 after being postponed from June. Mr. Keeling stated it will be bigger and better than ever and we are creating more space for social distancing. Mr. Keeling referenced a map of the event and showed the cleared-out orange space that will not have inflatables or tents/booths this year. This will allow for spectator seating across approximately 12 acres to allow for social distancing. The school granted use of the old Junior High football field. Mr. Keeling reported vendors will have cues for distancing or people can bring their own coolers. Mr. Keeling reported there will be plenty of room to come enjoy the evening. Alternately, if you do not want to come on site, there is street parking available for tailgating, all of 60 Highway will have visibility, as well as Hines Street and Hampton Street will have good views. This year will feature only high-flying pyrotechnics to make it more visible from afar. The event begins at 6 p.m. with members only performing at 6:30 p.m. The pyrotechnics will begin at 9:45 p.m. Mr. Keeling stated we will advertise that people are welcome to stay in their cars and watch if they are more comfortable with it and we will promote the safe areas with the best viewing. Locations will include school parking lots and Orscheln, and we are trying to get the music on a local radio station for those viewing from their car.

Assistant City Administrator Jared Keeling provided a virtual tour of the new Animal Control facility. Mr. Keeling reported it is a city campus with approximately 5 acres including an additional building as well as a small park space. The opening is anticipated to be in September. Public Works staff put in privacy fence, cleared brush, and paving began today. Mr. Keeling reported there are 20 dog runs and each has a door to the outside.

Assistant City Administrator Jared Keeling provided an update and final design of the future gateway sign. We have been working on this for a long time and the location has been the delay. We are currently working on securing land from City Utilities. Andrew Nelson shared there are a lot of state laws on outdoor advertising with MoDOT that we have to navigate. Mr. Keeling reported the City will maintain the land and make the 3 acres something special with a roadside park. Mr. Keeling reported we have had the tiger out and about and it has created a big stir. We will have it at the gotMud? Run. The gateway sign measures 27 feet tall and 30 feet wide. This sign is not the same as other cities welcome signs and will include a place to park and take pictures. We will have security cameras to monitor activity.

Assistant City Administrator Jared Keeling presented the renderings of the Council Chambers/Municipal Court renovations. Court is only in session one day a week so it will become a dual function space. Council Member seating will be elevated to see citizens and the cords will be hidden. Audio/visual presentations will allow for cues of maps and pictures. Mr. Keeling reported the renovation cost will be below prevailing wage.

Assistant City Administrator Jared Keeling asked Mike Landis to provide an update on the new website. Mr. Landis shared the website is the other gateway to learn about Republic. He reported it is an up to date and fresh look. Mr. Landis shared there are drone shots and a variety of images that appear when you enter the site. There is a lot of great information on the website and the most visited pages on the website are prominent for easy access. The color palate is easier on the eyes. Mr. Landis shared our social media pages are linked on the website with prominent features to display the frequent updates from our Facebook feed for those not on Facebook. The website is easier to navigate and ADA compliant featuring easier readability, font, and color for those with vision disabilities. This will complete the first phase. We will begin the second phase with a special site for economic development with more in-depth information for the development community to access.

Report from Council:

Council Member Franklin said everyone did a great job this evening. Mr. Franklin said he is excited about the website, Have-A-Blast, and the gotMud? Run. Mr. Franklin shared he is excited for our community. Mr. Franklin said he appreciates Council putting their trust in him as Acting Mayor Pro Tem.

Council Member Pool stated she appreciates the leadership of David. Mrs. Pool said she is thankful Mayor Russell was willing to take on the position as Mayor. Mrs. Pool shared that Scott has to put up with a lot and said Laura does a great job. Mrs. Pool said she appreciates every one of you.

Report from Mayor:

Mayor Matt Russell thanked everyone for putting up with him tonight. Mayor Russell shared he is not Jeff and will remain himself. He said he likes to be lighter and laugh at himself. Mayor Russell said he will continue doing that. Mayor Russell stated if he does something wrong, just throw something at him.

Adjournment

Mayor Russell adjourned the meeting at 8:03 p.m.

ATTEST:

Laura Burbridge, City Clerk

Matt Russell, Mayor



Record Destruction Request Form

MISSOURI RETENTION MANUAL CODE	NAME/DATE OF RECORDS TO BE DISPOSED	DATE(S) OF DOCUMENTS	RETENTION TIME NEEDED FOR RECORD
0101 Animal Bite Records	Animal biting incidents	2003-2007, 2009-2014, 2016-2017	2 years
0102 Animal Control Cards	Records of animals in the shelter	2003-2012	2 years
0104 Investigation Logs and Reports	Investigations, logs, reports	2003-2005, 2009-2012	2 years



August 20, 2020

To the Mayor and City Council,

Due to a Scrivener's Error, the same Resolution number was used on two different Resolutions due to an oversight. These numbers have been corrected and the appropriately assigned Resolution number for each item is listed below:

20-R-25 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter Into an Agreement with Missouri State University for Services Related to the Comprehensive Plan.

20-R-26 A Resolution of the City Council of the City of Republic, Missouri, Authorizing Task Order No. 9 with Burns & McDonnell to Develop and Evaluate the Current Rate Structure, Revenues, and Expenses of the Wastewater Fund to Provide Recommendations for Future Rates, Capital Improvements and Financial Sustainability.

20-R-28 A Resolution of the City Council of the City of Republic, Missouri, Approving a Preliminary Plat for Oakwood Heights 1st Addition, A Residential Subdivision Consisting of Approximately 4.30 Acres Located in the 2000 Block of East Hines Street. (previously listed as 20-R-25)

20-R-29 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the Purchase of One Police Vehicle. (Previously listed as 20-R-26)

*Please note 20-R-27 has already been passed but was not a duplicate, therefore it will keep it's originally assigned number. Thank you for your understanding.

CITY CLERK'S OFFICE
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Republic, Missouri 65738-1472
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Date	Customer	Overread/Leak	Leak In	Water Gallons Adjusted	Amount Adjusted	Sewer Gallons Adjusted	Amount Adjusted
7/21/2020	Christopher & Laura Allen	Leak	Sprinkler Head	43,050	153.26	-	\$0.00
7/21/2020	Heather Pilmore	Leak	Service Line	17,475	62.21	-	\$0.00
7/21/2020	Kayla Hilburn	Leak	Toilet	3,244	11.55	3,244	\$30.72
7/21/2020	Carol Morgan	Actual to Average		-	0.00	8,067	\$77.49
7/21/2020	Jeremy Montes	Leak	Toilet	5,445	19.38	5,445	\$51.56
7/21/2020	Jonathan & Lesa Murray	Actual to Average		-	0.00	3,680	\$34.85
7/23/2020	Heart of America	Irrigation Meter	Had been charged for sewer	-	0.00	114,400	\$1,085.09
7/23/2020	Paige & Ronnie Smith	Actual to Average		-	0.00	8,900	\$85.14
7/23/2020	Rebecca & David Meyerpeter	Actual to Average		-	0.00	10,280	\$97.35
7/23/2020	Derek Worth	Actual to Average		-	0.00	7,550	\$71.50
7/27/2020	Nathan Packwood	Actual to Average		-	0.00	5,645	\$44.68
7/28/2020	Jennifer & Joseph Santana	Actual to Average		-	0.00	5,930	\$56.16
7/30/2020	Lindsay & Thomas Fulks	Actual to Average		-	0.00	9,421	\$89.22
7/31/2020	Debra Rumisek	Leak	Under tub	2,447	8.71	2,447	\$23.17
8/5/2020	Ben & Norma Chilcutt	Leak	Service Line	1,325	4.72	-	\$0.00
8/5/2020	Wayne & Janice Hawkins	Adjustment	Left hose on	4,165	14.83	-	\$0.00
8/5/2020	Julie Hulsey	Adjustment	Left water running	3,720	13.24	-	\$0.00
8/5/2020	Gary Bowers	Adjustment	Neighbor left water running	9,250	32.93	-	\$0.00
8/5/2020	Jim Witt	Leak	Outside Faucet (7/3 billing)	6,815	24.26	-	\$0.00
8/5/2020	Jim Witt	Leak	Outside Faucet (8/3 billing)	5,405	19.24	-	\$0.00
8/5/2020	Kimberly & Scott McDonnell	Leak	Service line by pool	3,130	11.14	-	\$0.00
8/5/2020	Twyla Biber	Leak	Toilet	1,752	6.24	-	\$0.00
8/5/2020	Blake Wise	Leak	Toilet (7/3 billing)	26,000	92.56	-	\$0.00
8/5/2020	Blake Wise	Leak	Toilet (8/3 billing)	9,450	33.64	-	\$0.00
8/5/2020	Misty & jonathan Carlson	Leak	Toilet	6,315	22.48	-	\$0.00
8/5/2020	Arlene Hogan	Leak	Toilet	1,300	4.63	-	\$0.00
8/6/2020	Shelby Law	Leak	Outside Faucet	6,325	22.52	-	\$0.00
8/11/2020	Mid Missouri Bank	Leak	Irrigation	189,320	673.98	-	\$0.00
8/11/2020	Katrina Szura	Actual to Average adjustment		-	0.00	7,500	\$71.03



AGENDA ITEM ANALYSIS

Project/Issue Name: 20-29 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Zoning Code and Official Map by Changing the Classification of Approximately 0.91 Acres, Located at 317 South Main Street, from Local Commercial (C-1) to General Commercial (C-2).

Submitted By: Karen Haynes, Planning Director

Date: August 18, 2020

Issue Statement

Rite Development, Inc. has applied to change the Zoning Classification of **(0.91) acres** of property located at 317 South Main Street from **Local Commercial (C-1) to General Commercial (C-2)**.

Discussion and/or Analysis

The property subject to this Rezoning Application is comprised of approximately **(0.91) acres** of land located at 317 South Main Street; the property is identified as Lot 2 of the Main Street Commercial Development Minor Subdivision. The property is currently vacant. The Applicant has expressed interest in building a self-storage office building to accompany planned self-storage units on Lot 1 of the Main Street Commercial Development Minor Subdivision.

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

Consistency with the Comprehensive Plan

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

The Plan more particularly describes appropriate future land uses through the depiction of a **"Future Land Use Map" (FLUM)**. In this case, the FLUM depicts the subject property as having a **Main Street District FLUM** designation. The City's Adopted 2005 Land Use Plan has identified the **"Main Street District"** Future Land Use Map designation as a Mixed-Use area described as, **"Downtown Republic; mix of office, retail commercial, multi-family and loft residential."**

The Main Street District was introduced in the Land Use Plan to accommodate future recommendations from a Main Street Development Plan aimed to guide development in the areas surrounding Main Street. This plan's goal was to create new regulations for new development and redevelopment by

creating a new zoning district, Main Street District (MSD); although the Main Street District was codified as a new zoning district, the area identified in the FLUM does not contain any MSD zoning.

The 2005 Land Use Plan identifies Land Use Goals and Objectives relating to commercial development, as follows:

- **Goal:** Expand the opportunity for new commercial development in the City.
 - **Objective:** Increase the amount of land available for commercial development in the City.
 - **Policies:**
 - Proactive consideration of Rezoning Requests where there are opportunities to provide land for commercial development.
- **Goal:** Create a more diverse economic base while increasing the retail growth within the City.
 - **Objective:** Diversity economy to absorb more retail, office, and light manufacturing development.
 - **Policies:**
 - Recognize the needs and concerns of existing businesses and assist in their growth and development.
- **Goal:** Redevelop and revitalize existing commercial centers and encourage infill development of vacant commercial land using the existing built-out infrastructure.
 - **Objective:** Promote revitalization of existing commercial areas.

The general trend of development in the vicinity of the subject property, along North Main Street, is that of a mixture of well-established residential and commercial development, including single-family residential, multi-family residential, manufacturing, and general commercial.

Compatibility with Surrounding Land Uses

The subject property is surrounded by Medium Density Single-Family Residential (R1-M) Zoning to the north, Multi-Family (R-3) and Local Commercial (C-1) to the east, Local Commercial (C-1) to the south, and General Commercial (C-2) to the west.

The land uses permitted in the General Commercial (C-2) Zoning District include self-storage, retail, and offices.

Capacity To Serve Potential Development and Land Use

Municipal Water and Sewer Service: The parcel can be served by six (6) inch water main along West Broad Street and a six (6) inch water main along Main Street; the parcel can be served by eight (8) inch sewer mains on West Broad and Main Street.

The sanitary sewer will flow from the parcel to Lift Station #4, to the Shuyler Creek Lift Station, and finally to the Wastewater Treatment Facility. The City's water system, Lift Stations, and Wastewater Treatment Facility currently have capacity to serve new commercial development at this location.

Transportation: A Traffic Impact Study (TIS) was not required for the Rezoning Application due to no expected increase in traffic volumes for a single parcel to transition from Local Commercial (C-1) to General Commercial (C-2) Zoning.



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

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

Recommended Action

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, APPROVING AMENDING THE ZONING CODE AND OFFICIAL MAP BY CHANGING THE CLASSIFICATION OF APPROXIMATELY 0.91 ACRES, LOCATED AT 317 SOUTH MAIN STREET, FROM LOCAL COMMERCIAL (C-1) TO GENERAL COMMERCIAL (C2)

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

WHEREAS, an application for amendment to the Zoning Code and Official Zoning Map to rezone real estate located at 317 South Main Street and comprising approximately 0.91 acres from Local Commercial (C-1) to General Commercial (C2), was submitted to the Community Development Department Staff by Rite Development, Inc. (hereinafter “Applicant”); and

WHEREAS, the Community Development Staff did thereafter submit said application to the Planning and Zoning Commission which did set August 10, 2020, 2020, as the date a public hearing would be held on such application and proposed amendment; and

WHEREAS, notice of the time and date of the public hearing was given by publication on July 22, 2020, in *The Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least 15 days before the date set for the public hearing; and

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

WHEREAS, a public hearing was conducted by the Planning and Zoning Commission on August 10, 2020, after which the Commission rendered written findings of fact on the proposed amendment and rezoning and, thereafter, submitted the same, together with its recommendations, to the City Council; and

WHEREAS, the Planning and Zoning Commission by a vote of 4 Ayes to 0 Nays, recommended the approval of such application for rezoning; and

WHEREAS, the application for rezoning and to amend the Zoning Code and Official Zoning Map was submitted to the City Council at its regular meeting on August 18, 2020, after which the City Council did proceed to vote to rezone such property and amend the Zoning Code accordingly.

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

- Section 1. That the Zoning Code and Official Zoning Map are hereby amended insofar as the same relates to a certain tract of realty located at 317 South Main Street and comprising approximately 0.91 acres from Local Commercial (C-1) to General Commercial (C2), such tract being more fully described as follows:

BILL NO. 20-29

ORDINANCE NO. 20-

ALL OF LOT 2 OF MAIN STREET COMMERCIAL DEVELOPMENT, A MINOR SUBDIVISION PLAT IN REPUBLIC, MISSOURI AND FOUND IN THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK "AAA" AT PAGE 486.

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

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

Section 4. This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____ 2020.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

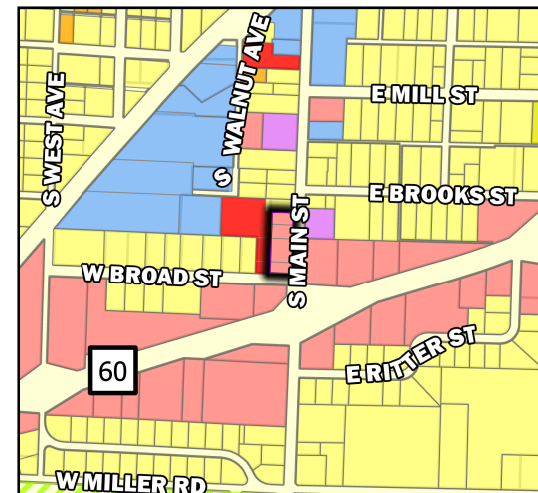
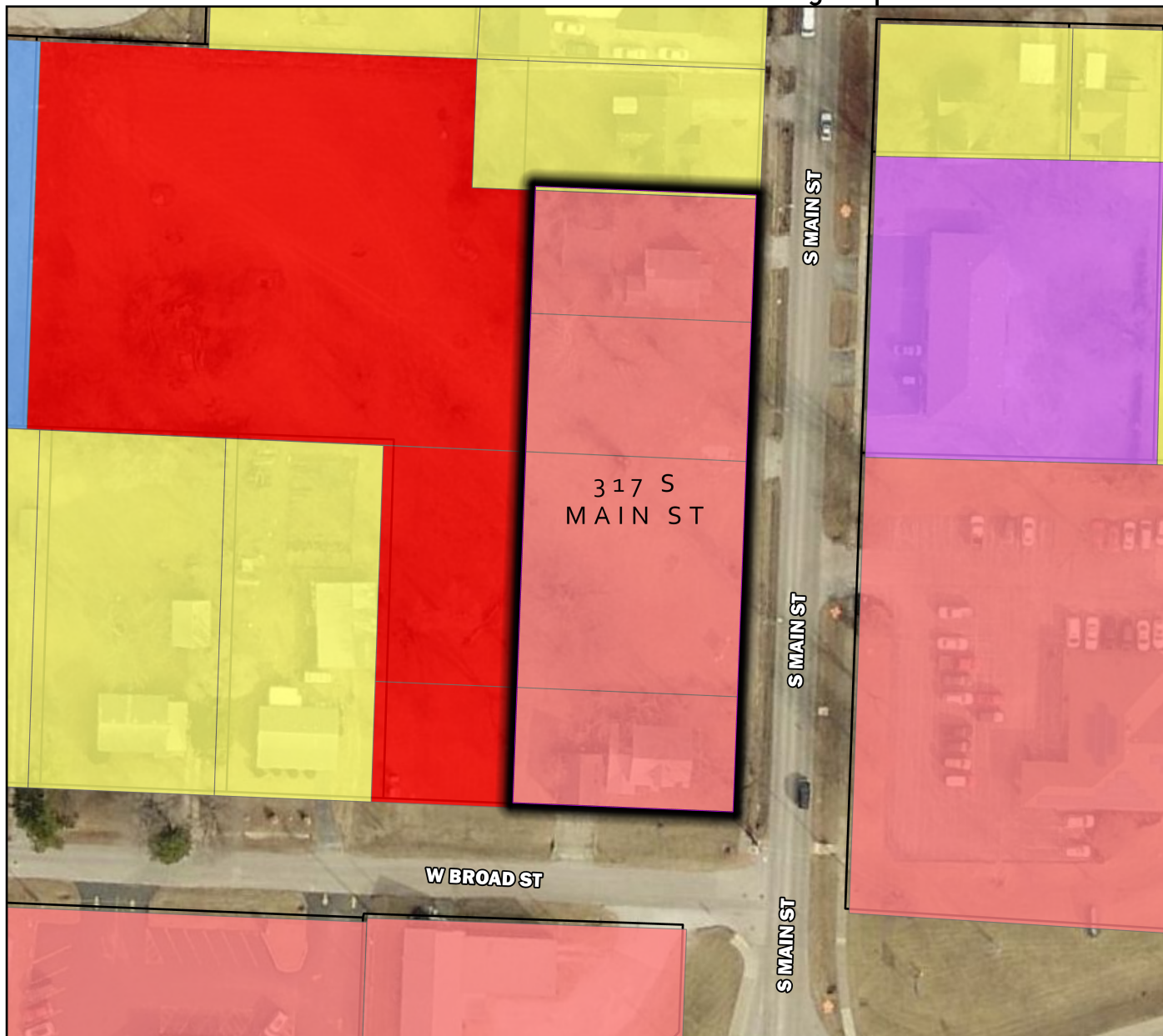
Approved as to Form:  Digitally signed by Scott Ison
Date: 2020.08.11 09:28:51 -05'00', Scott Ison, City Attorney

Final Passage and Vote: _____

REZN 20-006: 317 South Main Street

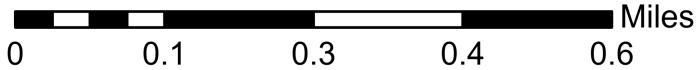
Item 5.

Zoning Map



Legend

- AG Agricultural
- C-1 Commercial
- C-2 General Commercial
- C-3 General Commercial
- M-1 Light Manufacturing
- M-2 Heavy Manufacturing
- PDD Planned Development
- R1-L Single Family Low Density
- R1-M Single Family Medium Density
- R1-H Single Family High Density
- R1-Z Zero Lot Line Residential
- R-2 Two-family Residential
- R-3 Multi-family Residential



Parcel Owner: Rite Development Inc
 Parcel Address: 317 South Main Avenue
 Area: Acres: 0.91
 Existing Zoning: Local Commercial (C-1)
 Requested Zoning: General Commercial (C-2)
 Future Land Use Designation: Main Street District



REZN 20-006: 317 South Main Street

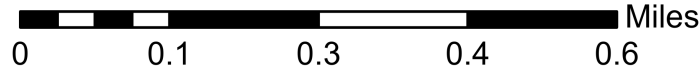
Item 5.

Vicinity Map



Legend

-  Republic City Limits
-  Parcels



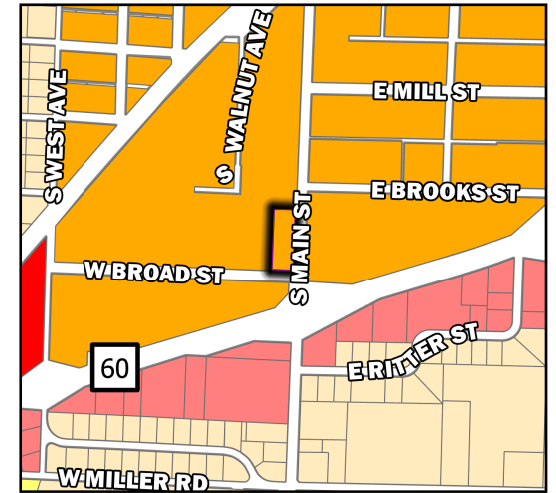
Parcel Owner: Rite Development Inc
Parcel Address: 317 South Main Avenue
Area: Acres: 0.91
Existing Zoning: Local Commercial (C-1)
Requested Zoning: General Commercial (C-2)
Future Land Use Designation: Main Street District



REZN 20-006: 317 South Main Street

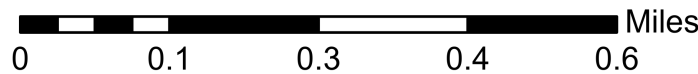
Item 5.

Future Land Use Map



Legend

- Low Density Residential
- High Density Residential
- Med Density Residential
- Main Street District
- C-1
- C-2
- M-1
- M-2
- Park
- Planned Business Park
- Public Land Use
- School Land Use



Parcel Owner: Rite Development Inc
Parcel Address: 317 South Main Avenue
Area: Acres: 0.91
Existing Zoning: Local Commercial (C-1)
Requested Zoning: General Commercial (C-2)
Future Land Use Designation: Main Street District

Section 405.150. "C-1" Local Commercial District Regulations. [Ord. No. 03-56 §1, 8-25-2003; Ord. No. 04-19 §1, 3-8-2004]

- A. *Purpose.* The intent of the "C-1" Commercial District is to permit retail and service related business with a compatible location adjacent to similar uses.
- B. *Uses Permitted.*
1. Automobile parts and accessory stores when entirely enclosed within the building.
 2. Accessory building or use.
 3. Bar or tavern, provided that the premises of which is located not less than five hundred from the boundary of any R district, a church or similar place of worship or a public school.
 4. Bowling alley; dance halls; video game arcades; billiard parlors; roller-skating; ice-skating; or movie theaters, excluding drive-in theaters.
 5. Churches or other places of worship, including parish houses, Sunday schools and temporary outdoor revivals, on a minimum of two (2) acres of land, to provide sufficient land area for off-street parking, bufferyards and proper site design to lessen impact on adjoining residential neighborhoods. The requirements of Article VI and X regarding parking, loading, landscaping, and open space shall be required. Overnight shelters shall not be permitted.
 6. Convenience store, filling stations.
 7. Day-care center.
 8. General retail businesses including pawn shops and second-hand stores; pet stores; print shops and photocopying establishments; restaurants including drive-in, pick-up, and drive-up facilities; doughnut shops; package liquor; book; tobacco; furniture; appliance; drug; grocery; flower; jewelry; clothing.
 9. Government buildings and associated uses.
 10. Motel, Hotel, Inn or related place of lodging.
 11. Off-street parking lot.

Section
405.150

Section
405.150

- 12. Office or office buildings including health clinics, medical doctors and dental offices; hospitals; banks; financial institutions including automatic teller machines and drive-thru facilities; accountants; real-estate; engineering; architecture and other professional service offices.
 - 13. Personal service establishments including beauty parlors; barbershops; custom tailoring; dry cleaning and laundry pick-up; shoe repair; self-service laundromats; express or mailing offices; hearing aid and eye glass shops.
 - 14. Private schools and studios for art, dance, drama, music or photography and private and publicly funded schools, preschools and daycare facilities.
 - 15. Residential uses provided such uses are located above the first floor or behind non-residential uses so as to create a continuous non-residential facade, on the first-floor level along all street frontages.
 - 16. Temporary or seasonal tents or trailers pertaining to the sale of Christmas trees, pumpkins, plants, flowers, fruits and vegetables. The sale of merchandise from traveling vendors under tents or other temporary facilities are not permitted except by issuance of a special use permit.

Temporary facilities shall not be permitted beyond a three (3) month period per year, unless permitted as a permanent structure.
 - 17. Temporary, portable food and drink carts or stands, etc. not to include the use of tables or dining areas for the public. Temporary facilities shall not be permitted beyond a three (3) month period per year and shall further be subject to the issuance of a building permit for such uses.
 - 18. Undertaking establishments.
 - 19. Veterinarian, dog grooming, boarding or similar place of animal care, provided that only treatment be given to animals kept within the building or office. No outside cages, kennels, fences, equipment, materials, etc. associated with livestock or other large animals shall be stored on the premises.
- C. *Height And Area Regulations.* The height and area regulations set forth in Article V shall be observed.
- D. *Design Standards.*

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1. *Parking and loading requirements.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in Article VI.
2. *Landscaping and open space regulations.* Landscaping and open space regulations shall be provided in accordance with the requirements for specific uses set forth in Article X.
3. *Screening and bufferyard requirements.* Screening and bufferyard requirements shall be provided in accordance with the requirements for specific uses set forth in Article XI.
4. *Sign regulations.* Sign regulations shall be provided in accordance with the requirements for specific uses set forth in Chapter 415.
5. *Additional district provisions.* Additional provisions relating to exterior lighting, accessory buildings, stormwater regulations and access are provided in Article VII.

Section 405.160. "C-2" General Commercial District Regulations. [CC 1999 §§26-27 – 26-30; Ord. No. 04-19 §1, 3-8-2004]

- A. *Purpose.* The intent of the "C-2" Commercial District is to permit less restrictive commercial and service related business with a compatible location adjacent to similar uses, which are separated from residential uses restricted.
- B. *Uses Permitted.*
 1. Any use permitted in the "C-1" Commercial District, without restriction as to number of employees or location.
 2. Automotive sales and service including body work; painting; frame alignment; restoration or reconstruction, excluding the storage of wrecked or scrap vehicles; parts and other partially dismantled cars and trucks.
 3. Automotive, moving and equipment rental.
 4. Boat and marine sales and service.
 5. Lumberyard, building and construction material sales, hardware and home improvement stores.
 6. Camper trailers, recreation vehicles sales, rental and service.
 7. Campgrounds and recreational vehicle parks.

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Section
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8. Churches or other places of worship, including parish houses, Sunday schools and temporary outdoor revivals, on a minimum of two (2) acres of land, to provide sufficient land area for off-street parking, bufferyards and proper site design to lessen impact on adjoining residential neighborhoods. The requirements of Article VI and X regarding parking, loading, landscaping, and open space shall be required. Overnight shelters shall not be permitted.
9. Commercial amusement centers including drive-in theaters; baseball, softball and soccer fields or complexes; miniature golf; archery ranges; batting cages; driving ranges; but not including go-cart or other motorized vehicle tracks.
10. Recycling collection centers.
11. Landscaping, plant nurseries, lawn and garden equipment sales and service.
12. Boat, vehicle or self-storage facilities.
13. Swimming pool sales and displays.
14. Truck stops including fueling; sales; and service of commercial freight hauling vehicles.
15. Commercial contracting offices including plumbing; electrical; heating and air conditioning; general carpentry; cabinetry; siding and soffit; guttering; roofing; concrete finishing and forming; general masonry; except uses which require the outside storage of materials associated with manufacturing related uses.
16. Radio; cable; television; or other broadcasting studios.
17. Rental and service of commercial moving vehicles; including trailers, towing equipment, construction and landscaping equipment.
18. Car wash, quick lube or place of express auto service.
19. General automotive repair establishments, excluding auto-body and painting establishments.
20. Hardware and home improvement stores, excluding the outside storage of lumber, block and associated aggregate products.

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- 21. Farm equipment and supplies, implement sales and service, livestock and animal feed.
- 22. Pre-manufactured storage buildings and accessory structures display and sales.
- C. *Height And Area Regulations.* The height and area regulations set forth in Article V shall be observed.
- D. *Design Standards.*
 - 1. *Parking and loading requirements.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in Article VI.
 - 2. *Landscaping and open space regulations.* Landscaping and open space regulations shall be provided in accordance with the requirements for specific uses set forth in Article X.
 - 3. *Screening and bufferyard requirements.* Screening and bufferyard requirements shall be provided in accordance with the requirements for specific uses set forth in Article XI.
 - 4. *Sign regulations.* Sign regulations shall be provided in accordance with the requirements for specific uses set forth in Chapter 415.
 - 5. *Additional district provisions.* Additional provisions relating to exterior lighting, accessory buildings, stormwater regulations and access are provided in Article VII.

Findings of Fact

Date of Hearing:

08/10/2020

Time:

7:00PM

Type of Application:

Rezone

Name of Applicant:

REZN 20-006

Location:

City Hall

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

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

Statement of Relevant Facts Found:

I don't know if storage units fits in with this area

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

Approval Denial

Commissioner Name:

Erik Pedersen

Commissioner Signature:

[Signature]

Date:

8/10/20

Findings of Fact

Date of Hearing:

08/10/2020

Time:

7:00PM

Type of Application:

Rezone

Name of Applicant:

REZN 20-006

Location:

City Hall

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

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

Statement of Relevant Facts Found:

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

Approval Denial

Commissioner Name:

CYNTHIA HYDER

Commissioner Signature:

C. Hyder

Date:

8/10/2020

Findings of Fact

Date of Hearing:

08/10/2020

Time:

7:00PM

Type of Application:

Rezone

Name of Applicant:

REZN 20-006

Location:

City Hall

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

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

Statement of Relevant Facts Found:

Flum for area has commercial in description
There is ability to serve water
Traffic study not required

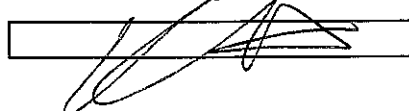
Based on these findings, I have concluded to recommend the application to the City Council for:

Approval Denial

Commissioner Name:

Kevin Hawn

Commissioner Signature:



Date:

8/10/20

Findings of Fact

Date of Hearing:

08/10/2020

Time:

7:00PM

Type of Application:

Rezone

Name of Applicant:

REZN 20-006

Location:

City Hall

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

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

Statement of Relevant Facts Found:

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

Approval Denial

Commissioner Name:

RAWSON BURT III

Commissioner Signature:

[Handwritten Signature]

Date:

8-10-20



AGENDA ITEM ANALYSIS

Project/Issue Name: 20-30 An Ordinance of the City Council of the City of Republic, Missouri, Vacating Right-Of-Way at 1700 South Empire Avenue.
Submitted By: Karen Haynes, Planning Director
Date: August 18, 2020

Issue Statement

The City of Republic is requesting a Right-of-Way Vacation of the improved and unimproved access road along the southern portion of the Heart of America (HOA) parcel, located at 1700 South Empire Avenue.

Discussion and/or Analysis

The City of Republic is requesting a Right-of-Way Vacation of the improved and unimproved access road along the southern portion of the parcel located at 1700 South Empire Avenue; the Right-of-Way was dedicated to the City during development of the Heart of America parcel. The dedication included an access road leading from the western parking lot of the Heart of America building south to the north termination of West Carnahan Street; the access road serves as access for HOA trucks and a secondary means of access for emergency services. The unimproved portion of Right-of-Way along the southern portion of the HOA parcel extends to a State Highway MM; this area was dedicated for a possible future new public street and intersection with State Highway MM.

The City of Republic does not intend to develop a new public street in the unimproved Right-of-Way nor a new intersection with State Highway MM at this location. The improved Right-of-Way will continue to serve the needs of the HOA development and will continue to serve as a secondary means of emergency access; the ROW Vacation will return the ownership of the referenced property to Heart of America. The ROW Vacation legal description includes an exception regarding the water, wastewater, and stormwater systems present in the referenced ROW, these utility lines will remain public lines within Utility Easements.

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

Transportation: The proposal eliminates a future public street and intersection with State Highway MM. The City has identified the referenced street and intersection as a proposed future transportation improvement proposed to be removed from the City's Transportation Plan and Major Thoroughfare Plan, currently under revision.

Land Use: The proposal has no development impact to the HOA or adjacent properties.



Municipal Utilities: The proposed Vacation has no impact on the City’s water, wastewater, or stormwater systems currently in place in the referenced Right-of-Way; the water, wastewater, and stormwater systems in place will remain public, in Utility Easements.

Floodplain: The proposal is not anticipated to have any impact on areas of Floodplain.

Other Public Services: The proposal is not anticipated to have any impact on any other public services.

Emergency Services: The proposal has no impact on emergency services; emergency services may continue to utilize the proposed private access as needed.

Recommended Action

The Community Development Department recommends approval of the requested Right-of-Way Vacation.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,
VACATING RIGHT-OF-WAY AT 1700 SOUTH EMPIRE AVENUE.**

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

WHEREAS, the Public Works Department has applied for a right-of-way vacation at 1700 South Empire Avenue; and

WHEREAS, the right-of-way has been deemed no longer needed by the City through the Director of Public Works; and

WHEREAS, the owners of the property subject the above right-of-way are in agreement to vacate it; and

WHEREAS, the Planning and Development Staff did, thereafter, submit said application to the Planning and Zoning Commission which did set August 10, 2020, as the date a Public Hearing would be held on such application and proposed vacation of the above right-of-way; and

WHEREAS, notice of the time and date of Public Hearing was given by publication on July 22, 2020, in *The Greene County Commonwealth*, a newspaper of general circulation in the City of Republic, such notice being at least 15 days before the date set for the Public Hearing; and

WHEREAS, the City gave notice of such Public Hearing to the record owners of all properties within the area of the proposed vacation of the right-of-way and within 185 feet of the property proposed to be vacated; and

WHEREAS, a Public Hearing was conducted by the Planning and Zoning Commission on August 10, 2020, after which the Commission rendered written findings of fact on the proposed vacation of the above right-of-way and thereafter, submitted the same, together with its recommendations, to the City Council; and

WHEREAS, the Planning and Zoning Commission, by a vote of 4 ayes to 0 nays, did recommend approving such application for the right-of-way vacation; and

WHEREAS, the matter of the vacation of the right-of-way was presented to the City Council for action and vote on August 18, 2020, for the first reading and on August 25, 2020, for a second reading at which time the City Council assessed and determined that no damages would be sustained by the owner of any property which fronts or abuts said right-of-way and that said right-of-way should be vacated.

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

Section 1. The right-of-way hereinabove described and further described in “Exhibit A” and “Exhibit B” attached and incorporated herein, is hereby vacated, and

BILL NO. 20-30

ORDINANCE NO. 20-

the same shall revert to the owners of the adjacent lots in the same proportion as it was originally taken.

Section 2. The Council hereby determines that the owners who own all of the property which fronts or abuts the right-of-way being vacated will benefit from the vacation and, therefore, the owners will sustain zero damages as a result of said vacation.

Section 3. The City Clerk is hereby directed to record a certified copy of this Ordinance with the Recorder of Deeds for Greene County, Missouri.

Section 4. The whereas clauses are hereby specifically incorporated herein by reference.

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


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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____ 2020.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison
Date: 2020.08.11 09:33:10
-05'00', Scott Ison, City Attorney

Final Passage and Vote: _____

EXHIBIT "A"

GRANTOR(S): CITY OF REPUBLIC, MISSOURI
GRANTEE: CJP, L.L.C.

VACATING WITH RESERVES, PART OF THE PLATTED ROAD RIGHT OF WAY ON A PORTION OF THE RECORDED FINAL PLAT OF HEART OF AMERICA PARK. SAID PLAT BEING RECORDED IN BOOK 2017, PAGE 043809-17 AND IS RECORDED IN PLAT BOOK AAA, PAGE 495 IN THE GREENE COUNTY RECORDERS OFFICE. SAID PROPERTY BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27, T29N, R23W IN THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI. VACATION OF SAID ROAD RIGHT OF WAY AND RESERVES ARE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT ONE OF THE FINAL PLAT OF HEART OF AMERICA PARK, **THENCE** S02°22'34"W ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 990.88 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF PLATTED ROADWAY AND **POINT OF BEGINNING**; **THENCE** CONTINUING S02°22'34"W A DISTANCE OF 19.76' TO AN ANGLE POINT IN SAID NORTH LINE; **THENCE** S88°17'02"E ALONG SAID NORTH LINE A DISTANCE OF 804.08 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY "MM"; **THENCE** S02°19'46"W ALONG SAID WEST LINE A DISTANCE OF 49.93 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PLATTED ROADWAY; **THENCE** N88°18'22"W ALONG SAID SOUTH LINE A DISTANCE OF 1274.36 FEET; **THENCE** CONTINUING ON SAID SOUTH LINE N88°17'37"W A DISTANCE OF 972.77 FEET; **THENCE** LEAVING SAID SOUTH LINE N01°21'27"E A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID PLATTED ROADWAY; **THENCE** S88°17'37"E A DISTANCE OF 305.60 FEET TO AN ANGLE POINT IN THE RIGHT OF WAY LINE; **THENCE** N02°24'30"E A DISTANCE OF 520.41 FEET TO AN ANGLE POINT IN THE RIGHT OF WAY LINE; **THENCE** S87°35'30"E A DISTANCE OF 70.00 FEET TO AN ANGLE POINT IN THE RIGHT OF WAY LINE; **THENCE** S02°24'30"W A DISTANCE OF 397.10 FEET TO A POINT OF CURVATURE; **THENCE** CONTINUING ON THE RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 160.75 FEET TO THE POINT OF TANGENCY. SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CHORD BEARING OF S42°56'33"E AND A CHORD LENGTH OF 144.00 FEET; **THENCE** CONTINUING ALONG THE PLATTED RIGHT OF WAY LINE S88°17'37"E A DISTANCE OF 494.76 FEET; **THENCE** S88°18'22"E A DISTANCE OF 471.06 FEET TO THE **POINT OF BEGINNING**. GRANTOR HOLDS IN RESERVE ANY PORTION THEREOF BEING PLATTED AS AN ACCESS EASEMENT, UTILITY EASEMENT, WATER EASEMENT OR SANITARY SEWER EASEMENT. GRANTOR ALSO HOLDS IN RESERVE FOR A WATERLINE EASEMENT THE FOLLOWING.

COMMENCING AT THE NORTHEAST CORNER OF ABOVE MENTIONED LOT 1; **THENCE** S02°22'34"W ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 1060.88 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PLATTED ROADWAY; **THENCE** N88°18'22"W ALONG SAID SOUTH LINE A DISTANCE OF 470.24 FEET; **THENCE** CONTINUING ON SAID SOUTH LINE N88°17'37"W A DISTANCE OF 967.77 FEET TO THE **POINT OF BEGINNING**; **THENCE** CONTINUING ON SAID SOUTH LINE N88°17'37"W A DISTANCE OF 15.00 FEET; **THENCE** LEAVING SAID SOUTH LINE N01°21'27"E A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID PLATTED ROADWAY; **THENCE** S88°17'37"E ALONG SAID NORTH LINE A DISTANCE OF 305.60 FEET; **THENCE** LEAVING SAID NORTH LINE S02°24'30"W A DISTANCE OF 15.00 FEET; **THENCE** N88°17'37"W A DISTANCE OF 290.33 FEET; **THENCE** S01°21'27"W A DISTANCE OF 35.00 FEET TO THE **POINT OF BEGINNING**.

AREA VACATED IS ALSO SUBJECT TO ANY EXISTING AGREEMENTS, GRANTS OR EASEMENTS OF RECORD. BEARINGS AND DISTANCES DESCRIBED ABOVE ARE BASED IN ACCORDANCE TO THE ABOVE MENTIONED FINAL PLAT OF HEART OF AMERICA PARK.



Randal S. Presley
7-7-2020

1 inch = 250 feet

DRURY

DETENTION AREA
BROOKLINE BUSINESS PARK PHASE ONE
CMT
2018/001201-18
LOT 5

EK REAL ESTATE, LLC
AAA-427
REPLAT OF LOTS 2, 3 AND 4
BROOKLINE BUSINESS PARK PHASE ONE

POINT OF COMMENCEMENT
NE CORNER LOT 1

LINE ID	BEARING	DISTANCE
L1	S02°22'34"W	19.76'
L2	S02°19'46"W	49.93'
L3	N01°21'27"E	50.00'
L4	S87°35'30"E	70.00'

HEART OF AMERICA PARK

AAA-495
2017/043809-17

LOT 1
OWNER: CJP, LLC

EKP, LLC
2006/068751-06

WEST 60 FEET OF
PLATTED ROAD
NOT VACATED

RESERVE EASEMENT FOR
UNPLATTED WATERLINE
SEE DETAIL A

R=100.00'
ARC L=160.75'
CHD. L=144.00'
CHD. B=542°56'33"W

POINT OF BEGINNING

JAMES RIVER BUSINESS CENTER

CARNAHAN WHITE, INC.
LOT 1,

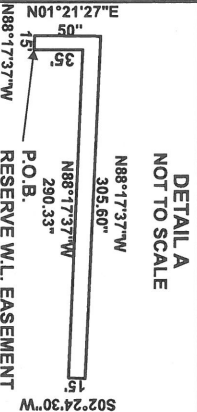
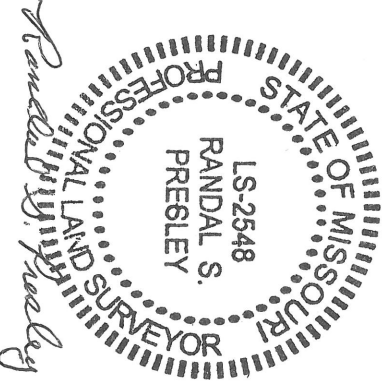
STATE HIGHWAY "MM"

LOT 9
MARGREN DAVIS PROP. XXII, LLC

PLATTED EASEMENTS OR PORTIONS THEREOF RESERVED IN EXHIBIT "A" ARE NOT SHOWN ON THIS EXHIBIT.
SEE RECORDED PLAT OF HEART OF AMERICA PARK FOR EASEMENT TYPE AND COURSES.

THIS EXHIBIT WAS PRODUCED BY THE PUBLIC WORKS DEPT. OF THE CITY OF REPUBLIC, MO. AS A VISUAL AID
DEPICTING THE APPROXIMATE CONFIGURATION OF VACATION AND RESERVATIONS DESCRIBED IN EXHIBIT "A".
THIS IS NOT A BOUNDARY SURVEY.

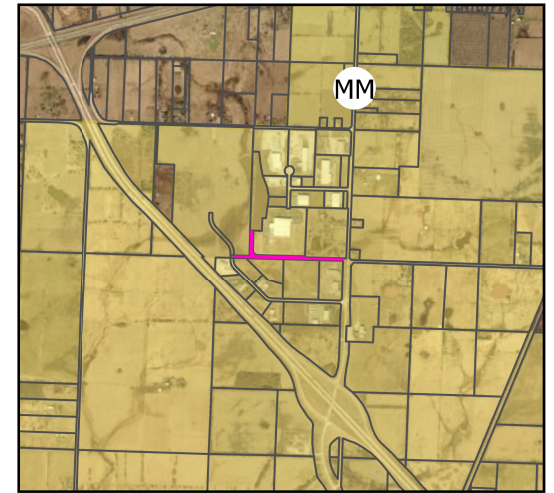
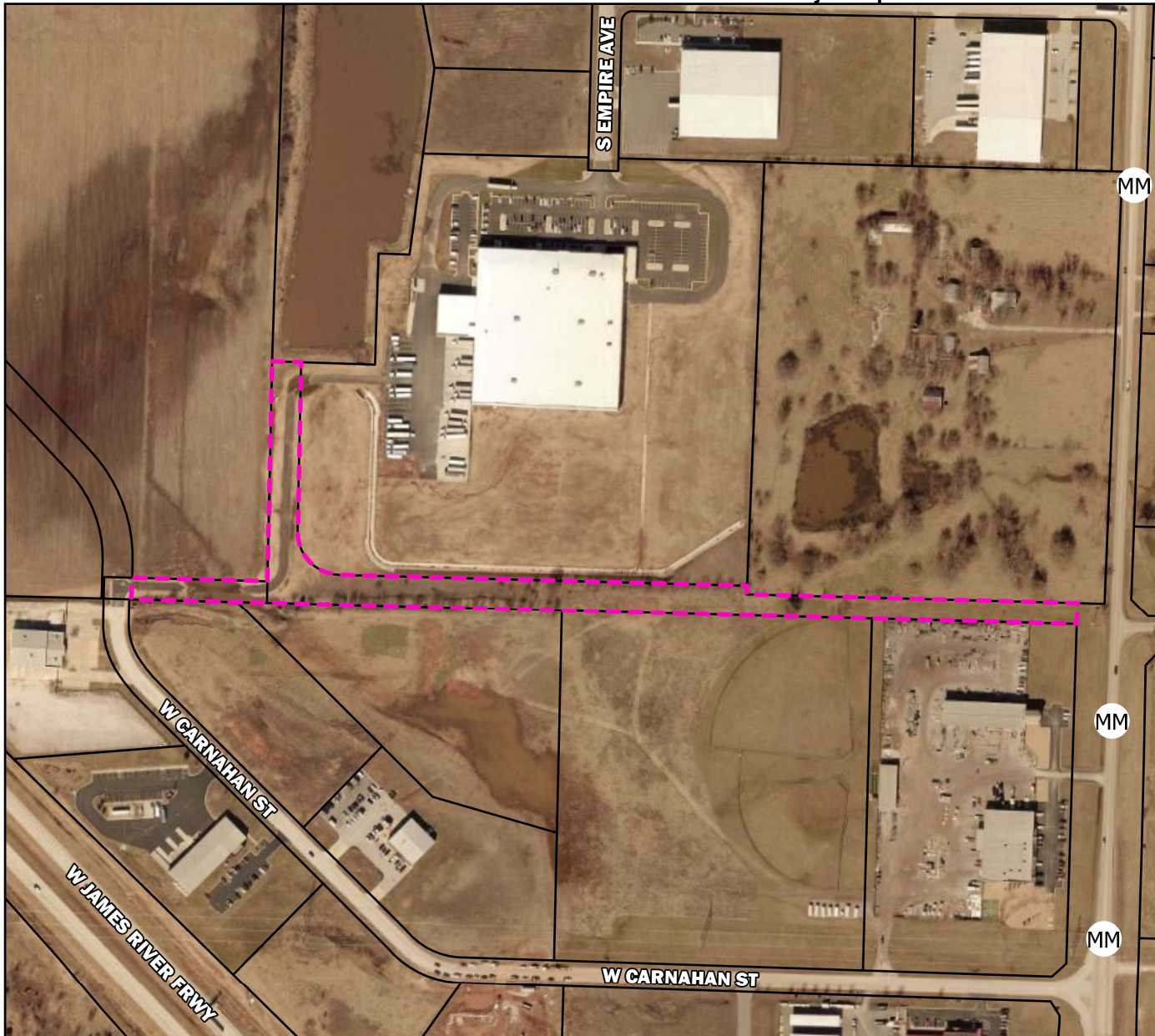
EXHIBIT "B"





VACA 20-002

Item 6.

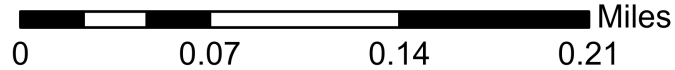
Vicinity Map



Legend

-  Parcels
-  VACA 20-002

Party Requesting Vacation: City of Republic
Area: 3.88 Acres:



Findings of Fact

Date of Hearing:

08/10/2020

Time:

7:00PM

Type of Application:

Vacation

Name of Applicant:

VACA 20-002

Location:

City Hall

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

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

Statement of Relevant Facts Found:

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

Approval Denial

Commissioner Name:

Erik Pedersen

Commissioner Signature:

Erik Pedersen

Date:

8/10/20

Findings of Fact



Date of Hearing:

08/10/2020

Time:

7:00PM

Type of Application:

Vacation

Name of Applicant:

VACA 20-002

Location:

City Hall

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

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

Statement of Relevant Facts Found:

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

Approval Denial

Commissioner Name:

C. Hyder

CYNTHIA HYDER

Commissioner Signature:

C. Hyder

Date:

8/10/2020

Findings of Fact

Date of Hearing:

08/10/2020

Time:

7:00PM

Type of Application:

Vacation

Name of Applicant:

VACA 20-002

Location:

City Hall

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

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

Statement of Relevant Facts Found:

No impact on any services

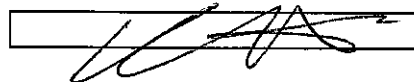
Based on these findings, I have concluded to recommend the application to the City Council for:

Approval Denial

Commissioner Name:

Kevin Havn

Commissioner Signature:



Date:

8/10/20

Findings of Fact

Date of Hearing:

08/10/2020

Time:

7:00PM

Type of Application:

Vacation

Name of Applicant:

VACA 20-002

Location:

City Hall

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

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

Statement of Relevant Facts Found:

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

Approval Denial

Commissioner Name:

RANSON ELLISTON

Commissioner Signature:

Ranson Elliston

Date:

8-10-20



AGENDA ITEM ANALYSIS

Project/Issue Name: 20-31 An Ordinance of the City Council of the City of Republic, Missouri, Vacating a Portion of West Carnahan Street.

Submitted By: Karen Haynes, Planning Director

Date: August 18, 2020

Issue Statement

Convoy of Hope (COH) is requesting a Right-of-Way (ROW) Vacation of a portion of West Carnahan Street extending into the property owned by the organization.

Discussion and/or Analysis

COH is requesting a Right-of-Way Vacation of approximately (1009) feet of Right-of-Way extending into the (97)-acre parcel owned by the organization; the Right-of-Way was dedicated to the City by the original developer in January 2019. COH is proposing utilizing the current ROW as a private road to serve future development on the subject parcel.

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

Transportation: The proposal eliminates approximately (1009) feet of ROW currently maintained by the City of Republic.

Land Use: The proposal is not anticipated to have any adverse development impacts on the COH or adjacent properties.

Municipal Utilities: The proposed Vacation is not anticipated to have any impact on the City's water, wastewater, or stormwater systems in place within the referenced Right-of-Way. The water, wastewater, and stormwater systems in place will remain public in a Utility Easement, dedicated to the City, through a dedication document, by Convoy of Hope.

Floodplain: The proposal is not anticipated to have any impact on areas of Floodplain.

Other Public Services: The proposal is not anticipated to have any impact on any other public services.

Emergency Services: The proposal is not anticipated to have any impact on emergency services.



Recommended Action

The Community Development Department recommends approval of the requested Right-of-Way Vacation.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,
VACATING A PORTION OF WEST CARNAHAN STREET.**

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

WHEREAS, Convoy of Hope has applied for a right-of-way vacation for a portion of West Carnahan Street; and

WHEREAS, the right-of-way has been deemed no longer needed by the City through the Director of Public Works; and

WHEREAS, the owners of the property subject the above right-of-way are in agreement to vacate it; and

WHEREAS, the Planning and Development Staff did, thereafter, submit said application to the Planning and Zoning Commission which did set August 10, 2020, as the date a Public Hearing would be held on such application and proposed vacation of the above right-of-way; and

WHEREAS, notice of the time and date of Public Hearing was given by publication on July 22, 2020, in *The Greene County Commonwealth*, a newspaper of general circulation in the City of Republic, such notice being at least 15 days before the date set for the Public Hearing; and

WHEREAS, the City gave notice of such Public Hearing to the record owners of all properties within the area of the proposed vacation of the right-of-way and within 185 feet of the property proposed to be vacated; and

WHEREAS, a Public Hearing was conducted by the Planning and Zoning Commission on August 10, 2020, after which the Commission rendered written findings of fact on the proposed vacation of the above right-of-way and thereafter, submitted the same, together with its recommendations, to the City Council; and

WHEREAS, the Planning and Zoning Commission, by a vote of 4 ayes to 0 nays, did recommend approving such application for the right-of-way vacation; and

WHEREAS, the matter of the vacation of the right-of-way was presented to the City Council for action and vote on August 18, 2020, for the first reading and on August 25, 2020, for a second reading at which time the City Council assessed and determined that no damages would be sustained by the owner of any property which fronts or abuts said right-of-way and that said right-of-way should be vacated.

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

Section 1. The right-of-way hereinabove described and further described in “Exhibit A” attached and incorporated herein, is hereby vacated, and the same shall

BILL NO. 20-31

ORDINANCE NO. 20-

revert to the owners of the adjacent lots in the same proportion as it was originally taken.

Section 2. The Council hereby determines that the owners who own all of the property which fronts or abuts the right-of-way being vacated will benefit from the vacation and, therefore, the owners will sustain zero damages as a result of said vacation.

Section 3. The City Clerk is hereby directed to record a certified copy of this Ordinance with the Recorder of Deeds for Greene County, Missouri.

Section 4. The whereas clauses are hereby specifically incorporated herein by reference.

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____ 2020.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

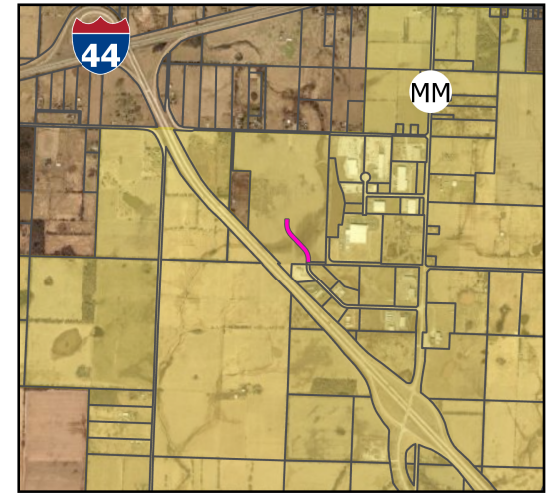
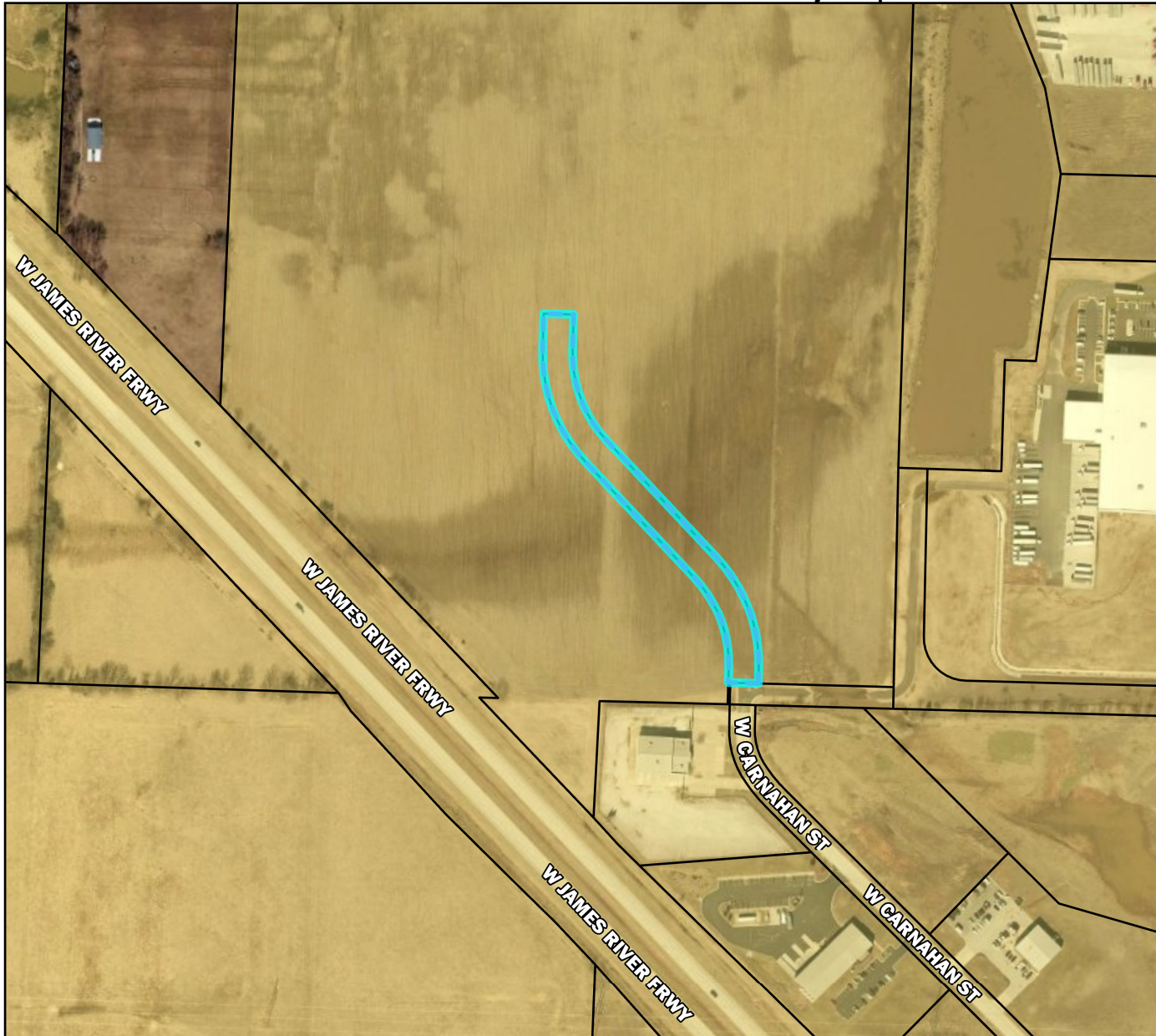
Approved as to Form:  Digitally signed by Scott Ison
Date: 2020.08.11 09:38:23
-05'00', Scott Ison, City Attorney

Final Passage and Vote: _____




VACA 20-003

Item 7.

Vicinity Map



Legend

-  VACA 20-003
-  Parcels
-  City Limits

Party Requesting Vacation: Convoy of Hope
Area: 0.7 Acres:

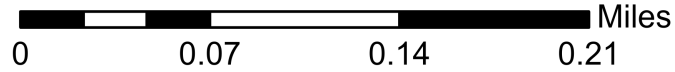


Exhibit A

VACATING A TRACT OF LAND WHICH WAS DEDICATED IN BOOK 2019, PAGE 002018-19 IN THE GREENE COUNTY RECORDERS OFFICE. SAID TRACT IS LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 29 NORTH, RANGE 23 WEST, BEING IN THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI AND IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 88°20'35" EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 299.25 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°41'38" EAST, A DISTANCE OF 85.95 FEET; THENCE NORTHWESTERLY 231.69 FEET ALONG A 295.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF NORTH 20°48'22" WEST, 225.78 FEET; THENCE NORTH 43°18'22" WEST, A DISTANCE OF 371.85 FEET; THENCE NORTHWESTERLY 286.67 FEET ALONG A 365.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF NORTH 20°48'22" WEST, 279.36 FEET; THENCE NORTH 01°41'38" EAST, A DISTANCE OF 82.98 FEET; THENCE SOUTH 88°18'22" EAST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 01°41'38" WEST, A DISTANCE OF 82.98 FEET; THENCE SOUTHEASTERLY 231.69 FEET ALONG A 295.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 20°48'22" EAST, 225.78 FEET; THENCE SOUTH 43°18'22" EAST, A DISTANCE OF 371.85 FEET; THENCE SOUTHEASTERLY 286.67 FEET ALONG A 365.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 20°48'22" EAST, 279.36 FEET; THENCE SOUTH 01°41'38" WEST, A DISTANCE OF 85.91 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 88°20'35" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.(AS ILLUSTRATED IN EXHIBIT "B"). AREA VACATED IS SUBJECT TO ALL OTHER DEEDED, PLATTED OR RESERVED EASEMENTS, DEDICATIONS AND AGREEMENTS OF RECORD.

Findings of Fact

Date of Hearing:

08/10/2020

Time:

7:00PM

Type of Application:

Vacation

Name of Applicant:

VACA 20-003

Location:

City Hall

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

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

Statement of Relevant Facts Found:

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

Approval Denial

Commissioner Name:

Erik Pedersen

Commissioner Signature:

Erik Pedersen

Date:

8/10/20

Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

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

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

Statement of Relevant Facts Found:

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

Commissioner Name: Commissioner Signature: Date:

Findings of Fact

Date of Hearing:

08/10/2020

Time:

7:00PM

Type of Application:

Vacation

Name of Applicant:

VACA 20-003

Location:

City Hall

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

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

Statement of Relevant Facts Found:

No impact on any areas

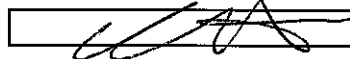
Based on these findings, I have concluded to recommend the application to the City Council for:

Approval Denial

Commissioner Name:

Kevin Han

Commissioner Signature:



Date:

8/10/20

Findings of Fact

Date of Hearing:

08/10/2020

Time:

7:00PM

Type of Application:

Vacation

Name of Applicant:

VACA 20-003

Location:

City Hall

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

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

Statement of Relevant Facts Found:

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

Approval Denial

Commissioner Name:

RAWSON ELIZABETH

Commissioner Signature:

[Handwritten Signature]

Date:

8-10-20



AGENDA ITEM ANALYSIS

Project/Issue Name: 20-32 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into an Infrastructure Development Agreement with Shuyler Ridge, LLC, for Infrastructure for Phase 3 of the Lakes at Shuyler Ridge Residential Subdivision.

Submitted By: Karen Haynes, Planning Director

Date: August 18, 2020

Issue Statement

Shuyler Ridge, LLC, wishes to enter into a Developer's Agreement for the deferred construction of Bailey Avenue during construction of the infrastructure associated with The Lakes at Shuyler Ridge Phase 3.

Discussion and/or Analysis

The approved Planned Development documents for The Lakes at Shuyler Ridge requires the construction of Bailey Avenue from Farm Road 194 at the southernmost portion of the development to the northernmost property line of the development, measuring approximately 3400 linear feet. The Developer is requesting deferment of the construction of approximately 21.99%, or 784 linear feet, of Bailey Avenue; the 21.99% is equal to the proportionate share of lots proposed for Phase 3 (62) of the remaining lots platted (282) as part of the original PDD.

The Lakes at Shuyler Ridge Residential Subdivision consists of 282 remaining (undeveloped) residential lots; Phase 3 consists of 62 lots, equaling 21.99% of the total remaining lots platted for development. The estimated cost of construction of Bailey Avenue is \$1,079,342.05; the estimated cost of construction for approximately 784 linear feet of Bailey Avenue (21.99%) is \$237,302.15.

The Developers Agreement financially secures 21.99% of the costs of construction of Bailey Avenue for a period of four years. The developer must construct the required improvements or enter into a new Developers Agreement with the City prior to the issuance of any additional permits for subsequent phases of the development.

Recommended Action

Staff recommends approval of the Developers Agreement.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN INFRASTRUCTURE DEVELOPMENT AGREEMENT WITH SHUYLER RIDGE, LLC FOR INFRASTRUCTURE FOR PHASE 3 OF THE LAKES AT SHUYLER RIDGE RESIDENTIAL SUBDIVISION

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

WHEREAS, Shuyler Ridge, LLC (“Developer”) is the owner and developer of the land for the Lakes at Shuyler Ridge residential subdivision located in the City; and

WHEREAS, Developer is in the process of developing Phase 3 of the Lakes at Shuyler Ridge residential subdivision for residential properties; and

WHEREAS, the preliminary plat and PDD for the Lakes at Shuyler Ridge requires that certain improvements be made; and

WHEREAS, the Developer wishes to defer certain improvements during Phase 3 of Lakes at Shuyler Ridge by executing an Infrastructure Development Agreement (“Agreement”) with the City; and

WHEREAS, the Agreement will allow Developer to defer the improvements, as outlined in the Agreement, shown on the preliminary plat during Phase 3 by providing the City with the proportional share of the cost for the improvements through a letter of credit or other surety all as outlined in the Agreement; and

WHEREAS, the Council finds this Agreement is in the best interest of the City as it will benefit the community through continued economic growth and development.

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

- Section 1. The City Administrator, or designee, on behalf of the City of Republic, is authorized to enter into an Infrastructure Development Agreement with Shuyler Ridge, LLC, said Agreement to be in substantially the same form as “Attachment 1.”
- Section 2. The whereas clauses are hereby specifically incorporated herein by reference.
- Section 3. The provisions of this Ordinance are severable, and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 4. This Ordinance shall take effect and be in force from and after its passage as provided by law.

BILL NO. 20-32


ORDINANCE NO. 20-

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____ 2020.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison
Date: 2020.08.11 09:59:34
-05'00' _____, Scott Ison, City Attorney

Final Passage and Vote: _____



AGENDA ITEM ANALYSIS

Project/Issue Name: 20-33 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Final Plat of the Monte Cristo Phase Nine Subdivision.

Submitted By: Karen Haynes, Community Development Department

Date: August 18, 2020

Issue Statement

The City of Republic's Community Development Department received a Final Plat Application for Monte Cristo Phase Nine (9) Subdivision on July 27, 2020.

Discussion and/or Analysis

The Final Plat of Monte Cristo Phase Nine (9) will legally divide approximately (9.76) acres of land into forty-eight (48) residential lots and includes the dedication of Right-of-Way, Utility, and Stormwater Easements (Exhibit).

The Final Plat of Monte Cristo Phase Nine (9) conforms to the Preliminary Plat of the Monte Cristo Subdivision approved by City Council on March 27, 2006.

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

Recommended Action

Staff recommends approval of the Monte Cristo Phase Nine (9) Final Plat.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, APPROVING THE FINAL PLAT OF THE MONTE CRISTO PHASE NINE SUBDIVISION

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

WHEREAS, the preliminary plat of the Monte Cristo subdivision was approved by the City on March 27, 2006; and

WHEREAS, the preliminary plat of the Monte Cristo subdivision indicated the phasing of development; and

WHEREAS, an application for the review and approval of a final plat of the Monte Cristo Phase Nine subdivision (herein called “Subdivision”) was received by the Community Development Department after which the Community Development Department staff caused the review of the final plat document; and

WHEREAS, the minimum required public improvements for the Subdivision’s final plat have been inspected and approved by the Public Works Department.

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

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

BILL NO. 20-33

ORDINANCE NO. 20-

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____ 2020.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

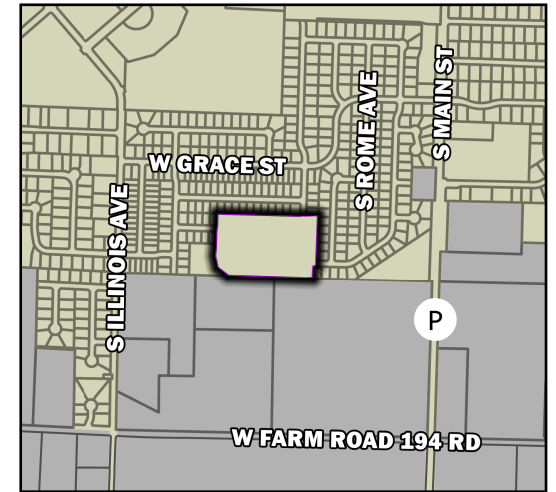
Approved as to Form:  Digitally signed by Scott Ison
Date: 2020.08.10 14:35:28 -05'00', Scott Ison, City Attorney

Final Passage and Vote: _____

SUBD-MJR 20-003: Monte Cristo Ph 9

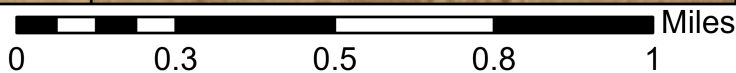
Item 9.

Vicinity Map



Legend

-  Republic City Limits
-  Parcels



Parcel Owner: RLDC LLC
Parcel Address: 300 Block of W Picardy St
Area: Acres: 9.9
Number of Lots: 48
Existing Zoning: Monte Cristo PDD



FINAL PLAT OF MONTE CRISTO SUBDIVISION PHASE 9

REPUBLIC, GREENE COUNTY, MISSOURI

GRID NORTH MISSOURI STATE PLAN COORDINATE SYSTEM 1983: CENTRAL ZONE
ELEVATIONS BASED ON MISSOURI GEOGRAPHIC REFERENCE SYSTEM STATION: GR-87A
N: 466761.79 (142269.279 METERS)
E: 1352304.24 (412183.157 METERS)

OWNER/DEVELOPER - RLDC, LLC
3800 S. FREMONT AVE.
SPRINGFIELD, MO 65804

PROPERTY DESCRIPTION:

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

COMMENCING AT AN EXISTING 1/2" IRON PIN AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTH 88°17'44" EAST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 922.38 FEET TO THE SOUTHEAST CORNER OF DRAINAGE/Common AREA OF MONTE CRISTO PHASE 8, A RECORDED SUBDIVISION IN THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI FOR THE POINT OF BEGINNING; THENCE NORTHERLY ALONG THE EAST LINE OF SAID MONTE CRISTO PHASE 8 THE FOLLOWING SIX (6) COURSES: (1) NORTH 52°12'37" WEST, A DISTANCE OF 112.77 FEET; (2) NORTH 12°08'49" WEST, A DISTANCE OF 101.53 FEET; (3) NORTH 06°29'53" EAST, A DISTANCE OF 61.07 FEET; (4) NORTH 01°40'37" EAST, A DISTANCE OF 139.38 FEET TO THE NORTHEAST CORNER OF LOT 13 OF SAID MONTE CRISTO PHASE 8; (5) NORTH 07°41'35" EAST, A DISTANCE OF 50.28 FEET TO THE SOUTHEAST CORNER OF LOT 12 OF SAID MONTE CRISTO PHASE 8; (6) NORTH 01°40'37" EAST, ALONG THE EAST LINE OF SAID LOT 12, A DISTANCE OF 100.00 FEET TO THE SOUTH LINE OF MONTE CRISTO PHASE 1, A RECORDED SUBDIVISION IN REPUBLIC, GREENE COUNTY, MISSOURI; THENCE SOUTH 88°19'23" EAST, ALONG THE SOUTH LINE OF SAID MONTE CRISTO PHASE 1, A DISTANCE OF 684.52 FEET TO THE SOUTHEAST CORNER OF LOT 105 OF SAID MONTE CRISTO SUBDIVISION PHASE 1; THENCE SOUTH 88°06'27" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 01°55'24" EAST, A DISTANCE OF 8.34 FEET TO THE SOUTHWEST CORNER OF LOT 104 OF SAID MONTE CRISTO PHASE 1; THENCE SOUTH 88°02'26" EAST, ALONG THE SOUTH LINE OF SAID LOT 104, A DISTANCE OF 100.06 FEET TO THE WEST LINE OF MONTE CRISTO PHASE 6, A RECORDED SUBDIVISION IN REPUBLIC, GREENE COUNTY, MISSOURI; THENCE SOUTH 01°55'24" WEST, ALONG THE WEST LINE OF SAID MONTE CRISTO PHASE 6, A DISTANCE OF 422.14 FEET; THENCE NORTH 88°17'33" WEST, A DISTANCE OF 24.43 FEET TO THE NORTHWEST CORNER OF LOT 4 OF SAID MONTE CRISTO PHASE 6; THENCE SOUTH 01°42'27" WEST, ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 101.15 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 88°17'44" WEST, ALONG SAID SOUTH LINE AND THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 703.46 FEET TO THE POINT OF BEGINNING. CONTAINING 425.212 SQ. FT. OR 9.76 ACRES OF LAND.

GENERAL NOTES:

- TOTAL AREA: 9.76 ACRES (INCLUDES RIGHT-OF-WAY TO BE DEDICATED)
- TOTAL NUMBER OF LOTS: 48
- SMALLEST LOT: LOTS 9 THRU 18 (6,000 SQ.FT.)
- LARGEST LOT: LOT 48 (8,582 SQ.FT.)
- DATE PRELIMINARY PLAT APPROVED: MARCH 27, 2006
- CURRENT ZONING: MONTE CRISTO PDD
- SOURCE OF TITLE: BOOK 2015 PAGE 02943215
- BUILDING SETBACKS -
 - FRONT YARD - 30'
 - REAR YARD - 25'
 - SIDE YARD - 6'
 - SIDE YARD W/ STREET FRONTAGE - 30'
- ACCORDING TO FEMA COMMUNITY-PANEL NUMBER 29077C0426E, DATED DECEMBER 17, 2010 THE PROPERTY SHOWN HEREON LIES WITHIN A DESIGNATED FLOOD ZONE X. (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.)
- THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE REQUIREMENTS FOR URBAN CLASS PROPERTY.
- ALL STREET RIGHT OF WAY WILL BE 50 FEET.
- SIDEWALK WILL BE ON THE NORTH SIDE OF PICARDY ST., THE WEST SIDE OF CALABRIA AVE., THE NORTH SIDE OF BARCELONA ST., AND THE EAST SIDE OF CORDOBA CT.

CERTIFICATE OF TAXES PAID:

THERE ARE NO UNPAID TAXES DUE AND PAYABLE AT THE TIME OF PLAT APPROVAL AND NO UNPAID SPECIAL ASSESSMENTS, WHETHER OR NOT DUE AND PAYABLE AT THE TIME OF PLAT APPROVAL, ON ANY OF THE LANDS INCLUDED IN THIS PLAT, AND ALL OUTSTANDING TAXES AND SPECIAL ASSESSMENTS HAVE BEEN PAID ON ALL PROPERTY DEDICATED TO PUBLIC USE.

.881730400234.
PARCEL NUMBER

COUNTY COLLECTION OFFICIAL

DATE
APPROVAL BY THE CITY COUNCIL:

I, _____, CITY CLERK OF THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF MONTE CRISTO PHASE 9, WAS PRESENTED TO, ACCEPTED AND APPROVED BY THE CITY COUNCIL OF SAID CITY OF REPUBLIC, AND APPROVED BY GENERAL ORDINANCE NO. _____ ON THE _____ DAY OF _____, 2020.

CITY CLERK

DATE

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

I, _____, CITY PLANNER OF THE CITY OF REPUBLIC, MISSOURI, DO HEREBY CERTIFY ON THE _____ DAY OF _____, 2020, THE FINAL PLAT OF MONTE CRISTO PHASE 9, CONFORMS TO THE CITY OF REPUBLIC LAND USE REGULATIONS, IN ACCORDANCE WITH TITLE IV OF THE REPUBLIC CODE OF ORDINANCES.

CITY PLANNER

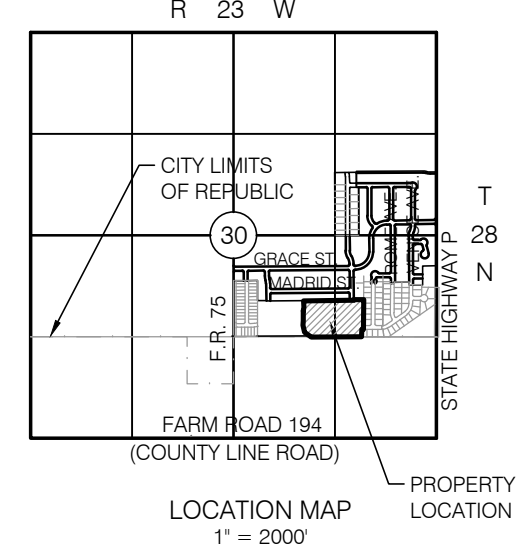
SURVEYORS DECLARATION:

THAT I, JAMES A. VAUGHAN DO HEREBY DECLARE THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED PREPARED BY CJW DATED DECEMBER 13, 2017 AND SIGNED BY JAMES A. VAUGHAN P.L.S. NO. 2555 AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER THE PERSONAL SUPERVISION OF JAMES A. VAUGHAN P.L.S. NO. 2555 IN ACCORDANCE WITH CURRENT MISSOURI STANDARDS FOR BOUNDARY SURVEYS AS PROMULGATED BY THE MISSOURI DEPARTMENT OF AGRICULTURE

DATE PREPARED: MARCH 5, 2020

SIGNATURE: _____ MO PLS NO. 002555

DATE:



No.: _____ Revision: _____ Date: _____

Prepared by:
CJW
CJW Transportation Consultants, L.L.C.
5051 S. National Suite 7A Springfield, MO 65810 Tel: 417.889.3400 Fax: 417.889.3402
www.GoCJW.com

Professional Seal of James A. Vaughan, Missouri Professional Land Surveyor, No. PLS-2555

FINAL PLAT OF
MONTE CRISTO SUBDIVISION PHASE 9

SE 1/4 SEC. 30, TWP. 23N, RNG. 28W
CITY OF REPUBLIC, GREENE CO., MISSOURI

SURVEY BY CJW	DESIGN CJW	SCALES HOR. 1"=50' VERT. N/A	SHEET 1 OF 1 SHEETS FILE NO. 19042
DATE 6-29-2020	DRAWN CJW	CHECKED CJW	

- ### LEGEND
- EXISTING IRON PIN
 - 5/8" IRON PIN (SEMI PERMANENT 5/8"x18" REBAR PLASTIC CAPPED "LC-2007008006") (SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED)
 - PERMANENT MONUMENT SET, 5/8"x24" REBAR WITH 1 AND 3/4 INCH PLASTIC CAP STAMPED "LC 2007008003"
 - M MEASURED
 - P PLATTED
 - D DEEDED

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	23.57'	15.00'	90°01'04"	N43° 18' 51"W	21.22'
C2	23.56'	15.00'	89°58'56"	S46° 41' 09"W	21.21'
C3	18.67'	15.00'	71°17'50"	S33° 57' 14"E	17.48'
C4	49.01'	150.00'	18°43'14"	S78° 57' 46"E	48.79'
C5	13.62'	15.00'	52°01'12"	S84° 23' 15"W	13.16'
C6	23.63'	15.00'	90°14'48"	N43° 12' 00"W	21.26'
C7	23.51'	15.00'	89°47'03"	S46° 48' 56"W	21.17'
C8	23.62'	15.00'	90°12'57"	S43° 11' 04"E	21.25'
C9	23.50'	15.00'	89°45'12"	N46° 48' 00"E	21.17'
C10	23.63'	15.00'	90°14'48"	N43° 12' 00"W	21.26'
C11	23.50'	15.00'	89°45'12"	N46° 48' 00"E	21.17'
C12	13.62'	15.00'	52°01'12"	N27° 42' 17"E	13.16'



POINT OF COMMENCEMENT
EXISTING 1/2" IRON PIN
SOUTHWEST CORNER N 1/2 SE 1/4
SEC. 30, TWP. 28N, RNG. 23W

POINT OF BEGINNING

POINT OF COMMENCEMENT
EXISTING 1/2" IRON PIN
SOUTHWEST CORNER N 1/2 SE 1/4
SEC. 30, TWP. 28N, RNG. 23W



AGENDA ITEM ANALYSIS

Project/Issue Name: A Public Hearing of the City Council of the City of Republic, Missouri, Setting the 2020 Property Tax Levies for the City of Republic, Missouri.

Submitted By: Debbie Parks, Director of Finance

Date: August 25, 2020

Issue Statement

To approve property tax levies for the year 2020 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 2019 tax year. Adjusted assessed valuations increased by \$3,812,163 or 1.7508%. In calculating the levy, the valuations for new construction and improvements and newly added territory must be subtracted from total of assessed valuations resulting in an adjusted assessed valuation.

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 2019. The 2020 tax levy will be the same as the 2019 levy.

Greene County and Christian County officials value property, mail property tax statements, 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

<u>Type</u>	<u>2020 Levy</u>	<u>Budgeted Revenues</u>
General Revenue	.4119	\$885,175
Parks & Recreation	.1110	238,539
Street Lights	<u>.0634</u>	<u>136,248</u>
Total	<u>.5863</u>	<u>\$1,259,962</u>

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 2020 property tax levies in accordance with the State Auditor’s recommendation of \$.5863 total levy is recommended. The maximum amount to be reflected in the City’s 2021 Annual Budget of \$1,298,928.



AGENDA ITEM ANALYSIS

Project/Issue Name: 20-34 An Ordinance of the City Council of the City of Republic, Missouri, Setting the 2020 Property Tax Levies for the City of Republic, Missouri.

Submitted By: Debbie Parks

Date: August 18, 2020

Issue Statement

To approve property tax levies for the year 2020 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 2019 tax year. Adjusted assessed valuations increased by \$3,812,163 or 1.7508%. In calculating the levy, the valuations for new construction and improvements and newly added territory must be subtracted from total of assessed valuations resulting in an adjusted assessed valuation.

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 2019. The 2020 tax levy will be the same as the 2019 levy.

Greene County and Christian County officials value property, mail property tax statements, 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

<u>Type</u>	<u>2020 Levy</u>	<u>Budgeted Revenues</u>
General Revenue	.4119	\$885,175
Parks & Recreation	.1110	238,539
Street Lights	<u>.0634</u>	<u>136,248</u>
Total	<u>.5863</u>	<u>\$1,259,962</u>

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 2020 property tax levies in accordance with the State Auditor’s recommendation of \$.5863 total levy is recommended. The maximum amount to be reflected in the City’s 2021 Annual Budget of \$1,298,928.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, SETTING THE 2020 PROPERTY TAX LEVIES FOR THE CITY OF REPUBLIC, MISSOURI

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

WHEREAS, the Missouri State Auditor's Office provides the pro-forma tax rate calculation and gives final approval to property tax levies for municipalities in the State; and

WHEREAS, a notice of public hearing was published as required by law at least seven days prior to the public hearing and approval of the proposed rates of taxes; and

WHEREAS, the City of Republic, Missouri, after the public hearing, adopts the tax levies in accordance with the Missouri State Auditor's Office calculations.

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

Section 1. There is hereby levied for the year 2020 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	.4119
B.	Park Fund	.1110
C.	Street Lighting Fund	<u>.0634</u>
		<u>.5863</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 Clerks of Greene County and Christian County, Missouri.

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____ 2020.

Matt Russell, Mayor

BILL NO. 20-34

ORDINANCE NO. 20-

Attest:

Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison
Date: 2020.08.17 09:45:54
-05'00' _____, Scott Ison, City Attorney

Final Passage and Vote: _____



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 2020
AGGREGATE ASSESSED VALUATION
August 12, 2020

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 2020 as shown on the assessment lists on May 31, 2020 plus railroad and utility valuations as reported by the State Tax Commission.

1. Real Estate - Residential	\$	158,816,910
2. Real Estate - Agricultural		542,920
3. Real Estate - Commercial		57,874,990
4. Real Estate - Commercial/Local RRU		1,457,847
5. Real Estate - Commercial/State RRU		4,932,343
6. Personal Property		26,507,030
7. Personal Property - Local RRU		241,621
8. Personal Property - State RRU		809,529
Total	\$	251,183,190

Real Estate - New Construction Value \$ 4,809,330

Tax Increment Financing (TIF) District Value 0

Newly Added Territory \$ -

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.



NICOLE GALLOWAY, CPA
Missouri State Auditor

MEMORANDUM

August 12, 2020

TO: 09-039-0005 City of Republic

RE: Setting of 2020 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 2020 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 2020 questionnaire has a different amount on Form A, Line 5 than was previously submitted, we had to revise the 2019 calculation for this change. The revised 2019 tax rate ceiling is listed on the 2020 Summary Page, Line A. Your primary County Clerk should forward a copy of the revised 2019 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
2020 Tax Rate Assessed Valuation Summary

Political Subdivision - 09-039-0005 City of Republic

Current Assessed Valuation

Purpose	County	Current Assessed Valuation				New Construction and Improvements Real Estate	Newly Added Territory	Newly Separated Territory	Property Changed from Local to State Assessed
		Real Property	Personal Property	Total					
01 General Revenue	022 Christian	3,013,792	0	3,013,792	282,730	0	0	0	
01 General Revenue	039 Greene	223,625,010	0	223,625,010	4,809,330	0	0	0	
	Total	226,638,802	0	226,638,802	5,092,060	0	0	0	
02 Parks & Recreation	022 Christian	3,013,792	0	3,013,792	282,730	0	0	0	
02 Parks & Recreation	039 Greene	223,625,010	0	223,625,010	4,809,330	0	0	0	
	Total	226,638,802	0	226,638,802	5,092,060	0	0	0	
04 Lights	022 Christian	3,013,792	0	3,013,792	282,730	0	0	0	
04 Lights	039 Greene	223,625,010	0	223,625,010	4,809,330	0	0	0	
	Total	226,638,802	0	226,638,802	5,092,060	0	0	0	



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/12/ Item 11.

Summary Page

(2020)

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).

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... 0.4119
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) 0.4119
C. Amount of rate increase authorized by voters for current year if same purpose, adjusted to provide the revenue available if applied to the prior year assessed value and increased by the percentage of CPI (Form B, Line 15)
D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C) 0.4119
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) 0.4119
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, adjusted to provide the revenue available if applied to the prior year assessed value and increased by the percentage of CPI (Form B, Line 15 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.

Signature line 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.

Signature line with fields for (Date), (County Clerk's Signature), (County), and (Telephone)



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

Form A

(2020)

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. (2020) 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) 226,638,802 (Real Estate) + (b) 0 (Personal Property) = 226,638,802 (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) 5,092,060 (Real Estate) + (b) 0 (Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b) If Line 2b is negative, enter zero) = 5,092,060 (Total)

3. Assessed value of newly added territory

obtained from the county clerk or county assessor

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

4. Adjusted current year assessed valuation

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

221,546,742

5. (2019) 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) 217,734,579 (Real Estate) + (b) 0 (Personal Property) = 217,734,579 (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)

217,734,579



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/12 Item 11.

Form A

(2020)

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 Value. Rows include: 9. Percentage increase in adjusted valuation (1.7508%), 10. Increase in Consumer Price Index (CPI) (2.3000%), 11. Adjusted prior year assessed valuation (217,734,579), 12. (2019) Tax rate ceiling from prior year (0.4119), 13. Maximum prior year adjusted revenue (896,849), 14. Permitted reassessment revenue growth (1.7508%), 15. Additional revenue permitted (15,702), 16. Total revenue permitted in current year (912,551), 17. Adjusted current year assessed valuation (221,546,742), 18. Maximum tax rate permitted (0.4119).

* 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

8/12 Item 11.

Summary Page

(2020)

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... 0.1110
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) 0.1110
C. Amount of rate increase authorized by voters for current year if same purpose, adjusted to provide the revenue available if applied to the prior year assessed value and increased by the percentage of CPI (Form B, Line 15)
D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C) 0.1110
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) 0.1110
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, adjusted to provide the revenue available if applied to the prior year assessed value and increased by the percentage of CPI (Form B, Line 15 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

Form A

(2020)

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. (2020) 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) 226,638,802 (Real Estate) + (b) 0 (Personal Property) = 226,638,802 (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) 5,092,060 (Real Estate) + (b) 0 (Personal Property) = 5,092,060 (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) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

4. Adjusted current year assessed valuation

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

221,546,742

5. (2019) 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) 217,734,579 (Real Estate) + (b) 0 (Personal Property) = 217,734,579 (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)

217,734,579



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

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Form A

(2020)

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.

For Political Subdivision Use in Calculating its Tax Rate

Table with 2 columns: Description and Value. Rows include: 9. Percentage increase in adjusted valuation (1.7508%), 10. Increase in Consumer Price Index (CPI) (2.3000%), 11. Adjusted prior year assessed valuation (217,734,579), 12. (2019) Tax rate ceiling from prior year (0.1110), 13. Maximum prior year adjusted revenue (241,685), 14. Permitted reassessment revenue growth (1.7508%), 15. Additional revenue permitted (4,231), 16. Total revenue permitted in current year (245,916), 17. Adjusted current year assessed valuation (221,546,742), 18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (0.1110).

* 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

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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).

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... 0.0634
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) 0.0634
C. Amount of rate increase authorized by voters for current year if same purpose, adjusted to provide the revenue available if applied to the prior year assessed value and increased by the percentage of CPI (Form B, Line 15)
D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C) 0.0634
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) 0.0634
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, adjusted to provide the revenue available if applied to the prior year assessed value and increased by the percentage of CPI (Form B, Line 15 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.

Signature line 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.

Signature line with fields for (Date), (County Clerk's Signature), (County), and (Telephone)



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

Form A

(2020)

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. (2020) 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) <u>226,638,802</u>	+	(b) <u>0</u>	=	<u>226,638,802</u>
(Real Estate)		(Personal Property)		(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) <u>5,092,060</u>	+	(b) <u>0</u>	=	<u>5,092,060</u>
(Real Estate)		Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b) If Line 2b is negative, enter zero		(Total)

3. Assessed value of newly added territory

obtained from the county clerk or county assessor

(a) <u>0</u>	+	(b) <u>0</u>	=	<u>0</u>
(Real Estate)		(Personal Property)		(Total)

4. Adjusted current year assessed valuation

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

221,546,742

5. (2019) 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) <u>217,734,579</u>	+	(b) <u>0</u>	=	<u>217,734,579</u>
(Real Estate)		(Personal Property)		(Total)

6. Assessed value of newly separated territory

obtained from the county clerk or county assessor

(a) <u>0</u>	+	(b) <u>0</u>	=	<u>0</u>
(Real Estate)		(Personal Property)		(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) <u>0</u>	+	(b) <u>0</u>	=	<u>0</u>
(Real Estate)		(Personal Property)		(Total)

8. Adjusted prior year assessed valuation

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

217,734,579



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/12/ Item 11.

Form A

(2020)

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

<p>9. Percentage increase in adjusted valuation of existing property in the current year over the prior year's assessed valuation (Line 4 - Line 8 / Line 8 x 100)</p>	<u>1.7508%</u>
<p>10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission</p>	<u>2.3000%</u>
<p>11. Adjusted prior year assessed valuation (Line 8)</p>	<u>217,734,579</u>
<p>12. (2019) Tax rate ceiling from prior year (Summary Page, Line A)</p>	<u>0.0634</u>
<p>13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12 / 100)</p>	<u>138,044</u>
<p>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 or more than 5%.</p>	<u>1.7508%</u>
<p>15. Additional revenue permitted (Line 13 x Line 14)</p>	<u>2,417</u>
<p>16. Total revenue permitted in current year * from property that existed in both years (Line 13 + Line 15)</p>	<u>140,461</u>
<p>17. Adjusted current year assessed valuation (Line 4)</p>	<u>221,546,742</u>
<p>18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (Line 16 / Line 17 x 100) Round a fraction to the nearest one/one hundredth of a cent. Enter this rate on the Summary Page, Line B</p>	<u>0.0634</u>

* 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

8/12/20 Item 11.

Informational Data

(2020)

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

Table with 3 columns: Name of Political Subdivision (City of Republic), Political Subdivision Code (09-039-0005), Purpose of Levy (General Revenue)

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).

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

- 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.

Informational Summary Page

Table with 2 columns: Description (A-F) and Value (0.4119, 0.4119, etc.)

Informational Form A

Table with 2 columns: Description (9-18) and Value (1.7508%, 2.3000%, 217,734,579, etc.)

Informational Form B

Table with 2 columns: Description (6-15) and Value (blank lines)



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

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Item 11.

Informational Data

(2020)

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) 0.1110
B. Current year rate computed (Informational Form A, Line 18 below) 0.1110
C. Amount of increase authorized by voters for current year (Informational Form B, Line 15 below)
D. Rate to compare to maximum authorized levy (Line B if no election, otherwise Line C) 0.1110
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) 0.1110

Informational Form A

- 9. Percentage increase in adjusted valuation (Form A, Line 4 - Line 8 / Line 8 x 100) 1.7508%
10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission 2.3000%
11. Adjusted prior year assessed valuation (Form A, Line 8) 217,734,579
12. (2019) Tax rate ceiling from prior year (Informational Summary Page, Line A from above) 0.1110
13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12 / 100) 241,685
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%. 1.7508%
15. Additional reassessment revenue permitted (Line 13 x Line 14) 4,231
16. Total revenue permitted in current year from property that existed in both years (Line 13 + Line 15) 245,916
17. Adjusted current year assessed valuation (Form A, Line 4) 221,546,742
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) 0.1110

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)
8. Adjusted prior year assessed valuation (Form A, Line 8)
9. Maximum prior year adjusted revenue from property that existed in both years (Line 7 x Line 8 / 100)
10. Consumer Price Index (CPI) certified by the State Tax Commission
11. Permitted revenue growth for CPI (Line 9 x Line 10)
12. Total revenue allowed from the additional voter approved increase from property that existed in both years (Line 9 + Line 11)
13. Adjusted current year assessed valuation (Form A, Line 4)
14. Adjusted voter approved increased tax rate (Line 12 / Line 13 x 100)
15. Amount of rate increase authorized by voters for the current year (If Line 7 > Line 14, then Line 7, otherwise, Line 14)



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/12/2020 Item 11.

Informational Data

(2020)

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.

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

- 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.

Informational Summary Page

- A. Prior year tax rate ceiling (Prior year Informational Summary Page, Line F) 0.0634
B. Current year rate computed (Informational Form A, Line 18 below) 0.0634
C. Amount of increase authorized by voters for current year (Informational Form B, Line 15 below)
D. Rate to compare to maximum authorized levy (Line B if no election, otherwise Line C) 0.0634
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) 0.0634

Informational Form A

- 9. Percentage increase in adjusted valuation (Form A, Line 4 - Line 8 / Line 8 x 100) 1.7508%
10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission 2.3000%
11. Adjusted prior year assessed valuation (Form A, Line 8) 217,734,579
12. (2019) Tax rate ceiling from prior year (Informational Summary Page, Line A from above) 0.0634
13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12 / 100) 138,044
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%. 1.7508%
15. Additional reassessment revenue permitted (Line 13 x Line 14) 2,417
16. Total revenue permitted in current year from property that existed in both years (Line 13 + Line 15) 140,461
17. Adjusted current year assessed valuation (Form A, Line 4) 221,546,742
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) 0.0634

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)
8. Adjusted prior year assessed valuation (Form A, Line 8)
9. Maximum prior year adjusted revenue from property that existed in both years (Line 7 x Line 8 / 100)
10. Consumer Price Index (CPI) certified by the State Tax Commission
11. Permitted revenue growth for CPI (Line 9 x Line 10)
12. Total revenue allowed from the additional voter approved increase from property that existed in both years (Line 9 + Line 11)
13. Adjusted current year assessed valuation (Form A, Line 4)
14. Adjusted voter approved increased tax rate (Line 12 / Line 13 x 100)
15. Amount of rate increase authorized by voters for the current year (If Line 7 > Line 14, then Line 7, otherwise, Line 14)



AGENDA ITEM ANALYSIS

Project/Issue Name: 20-35 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Municipal Code of the City of Republic, Missouri, by Amending Title III, "Traffic Code," Chapter 380, "Vehicle Equipment," Article II, "Other Equipment, by repealing Section 380.190, "Headgear Required – Motorcycles or Motortricycles."

Submitted By: Scott Ison, City Attorney

Date: August 18, 2020

Issue Statement

Consideration of an Ordinance repealing Section 380.190 to reflect the the State's preemption of this matter.

Discussion and/or Analysis

During the 2020 Regular Legislative Session in Missouri, the Missouri Legislature passed House Bill 1963, and the Governor signed it into law. One of the changes made in this House Bill was an amendment to Section 302.020, RSMo., regarding protective headgear requirements on the operator or passenger of a motorcycle or motortricycle. The sentence "[n]o political subdivision of this state shall impose a protective headgear requirement on the operator or passenger of a motorcycle or motortricycle[.] was added to Section 302.020, RSMo. This preempts the City's current Municipal Code Section 380.190.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AMENDING THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI, BY AMENDING TITLE III, "TRAFFIC CODE," CHAPTER 380, "VEHICLE EQUIPMENT," ARTICLE II, "OTHER EQUIPMENT," BY REPEALING SECTION 380.190, "HEADGEAR REQUIRED - MOTORCYCLES OR MOTORTRICYCLES"

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

WHEREAS, the Missouri Legislature passed, and the Governor signed into law House Bill 1963 during the 2020 Regular Session; and

WHEREAS, House Bill 1963 made certain amendments to Section 302.020, RSMo., one of which prohibited political subdivisions from imposing any protective headgear requirements on the operator or passenger of a motorcycle or motortricycle; and

WHEREAS, due to the language contained in House Bill 1963, as it applied to Section 302.020.2, RSMo., the City's current Municipal Code Section 380.190, has been preempted.

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

Section 1. Title III, "Traffic Code," Chapter 380, "Vehicle Equipment," Article II, "Other Equipment," is hereby amended by repealing Section 380.190, "Headgear Required - Motorcycles or Motortricycles," to read as follows:

Section 380.190 Headgear Required – Motorcycles or Motortricycles.

- ~~A. Every person operating or riding as a passenger on any motorcycle or motortricycle, as defined in this Title, upon any highway of this City shall wear protective headgear at all times the vehicle is in motion. The protective headgear shall meet reasonable standards and specifications established by the Director of Revenue.~~
- ~~B. The penalty for failure to wear protective headgear as required by Subsection (A) of this Section shall be deemed an infraction for which a fine not to exceed twenty five dollars (\$25.00) may be imposed. Notwithstanding all other provisions of law and court rules to the contrary, no court costs shall be imposed upon any person due to such violation. No points shall be assessed pursuant to Section 302.302, RSMo., for a failure to wear such protective headgear.—~~

EXPLANATION – Matter in **bold-face** type in the above is added language. Matter in ~~strikethrough~~ in the above is deleted.

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

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

BILL NO. 20-35

ORDINANCE NO. 20-

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


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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____ 2020.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison
Date: 2020.08.10 15:01:17
-05'00', Scott Ison, City Attorney

Final Passage and Vote: _____



AGENDA ITEM ANALYSIS

Project/Issue Name: 20-36 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into a Development Agreement with Rankin Development, LLC and Drury University for Public Improvements to the Garton Business Park.

Submitted By: Andrew Nelson -Republic BUILDS Director

Date: August 18, 2020

Issue Statement

This agreement would allow the City Administrator to enter into a developer's agreement with Rankin Development, LLC and Drury University to extend public infrastructure further into Garton Business Park

Discussion and/or Analysis

In order to continue development in Garton Business Park, certain public improvements need to be constructed, specifically street, water and stormwater utilities need to be extended. The parties desire to enter into a development agreement to formalize the terms of the public improvements of the Garton Property.

The improvements to be completed under this agreement include approximately: 1287 linear feet of new 10" watermain, 3826 linear feet of new 12" watermain, 1127 linear feet of new curb & gutter, and 2950 square yards of new roadway. The roadway extension will be approximately 500 feet with a large cul-de-sac on the end.

Recommended Action

Staff recommends approval of Bill 20-36.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH RANKIN DEVELOPMENT, LLC AND DRURY UNIVERSITY FOR PUBLIC IMPROVEMENTS TO THE GARTON BUSINESS PARK

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

WHEREAS, Rankin Development, LLC and Drury University (“Developers”) are the owners and/or developer of land in the Garton Business Park (“Garton Property”) area located in the City of Republic; and

WHEREAS, In Ordinance 17-22, Developers previously participated in a prior development agreement with the City for the Garton Property; and

WHEREAS, The Council approved Ordinance 19-36 to further develop the Garton Property but due to changes in the development, that approved development agreement was not executed and automatically terminated; and

WHEREAS, Developers are continuing to develop the Garton Property for future industrial purposes; and

WHEREAS, in order to continue development in the Garton Property, certain public improvements need to be constructed on the Garton Property; and

WHEREAS, the parties desire to enter into a development agreement to formalize the terms of the public improvements of the Garton Property; and

WHEREAS, the City Council finds that this development agreement is in the best interest of the City as it will benefit the community through the continued economic growth and development of the Garton Property.

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

- Section 1. The City Administrator or designee, on behalf of the City of Republic, is authorized to enter into a development agreement with Rankin Development, LLC and Drury University, said agreement to be in substantially the same form as “Attachment 1.”
- Section 2. The whereas clauses are hereby specifically incorporated herein by reference.
- Section 3. The provisions of this Ordinance are severable, and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 4. This Ordinance shall be in full force and effect from and after the date of passage as provided by law.

BILL NO. 20-36

ORDINANCE NO. 20-

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____ 2020.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison
Date: 2020.08.13 09:39:52
-05'00' _____, Scott Ison, City Attorney

Final Passage and Vote: _____

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2020, by and between the City of Republic Missouri (“City”), Rankin Development, LLC (“Rankin”), and Drury University (“Drury”). Collectively, City, Rankin, and Drury are referred to as the “Parties” in this Agreement.

WITNESSETH:

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

WHEREAS, Rankin is a Missouri Limited Liability Company, and

WHEREAS, Drury is a Missouri University, and

WHEREAS, Drury is currently the owner of real property in the City of Republic commonly referred to as the Garton Business Park, legally described in Exhibit A attached hereto and incorporated by reference into this Agreement, (“Property”), and is in the process of developing an industrial area on the Property in order to facilitate new commercial development, and

WHEREAS, the City has previously participated in the development of the Property which was memorialized in the First Development Agreement (“First Agreement”) which was entered into on or about May 25, 2019, in Ordinance 17-22 and attached hereto and incorporated by reference into this Agreement as Exhibit B, and

WHEREAS, the Parties have recognized the opportunity for additional development on the Property to facility future growth for the City, and

WHEREAS, in order for Rankin and Drury to fully develop the Property, certain public improvements need to be constructed on the Property, and

WHEREAS, City recognizes the need to encourage development in the City of Republic and desires to participate and facilitate the development of Property to the extent the City has available resources, and

WHEREAS, the purpose of this Agreement is to memorialize Phase 2 of the Garton Business Park including the looping of the water main and road improvements as will be defined in the Final Plans.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the City, Rankin, and Drury agree as follows:

1. Ability to Contract: Rankin and Drury warranty they have the ownership interest in the Property required to enter into this Agreement and fulfill the terms contained herein.

2. Public Improvements:

- a. Work under this Agreement: In exchange for Rankin's and Drury's promises herein, the City agrees that it shall provide for, arrange, construct, complete, plan, or coordinate the public improvements ("Public Improvements") as described in this Agreement.
- b. Construction Period and Cost Estimates: The Parties agree that the City's construction of the Public Improvements cannot be determined until completed engineering plans are delivered to City. Drury agrees to provide complete signed and sealed engineering drawings to City within 30 days after the execution of this Agreement. City shall then have 10 business days to review the completed engineering drawings and respond to Drury with any questions, suggestions, and/or changes. Once all the questions, suggestions and/or changes have been fully addressed and agreed upon by the Parties ("Final Plans"), a time-line as to the completion of this Agreement ("Construction Period"), along with an estimate of the construction costs for the Public Improvements ("Estimated Costs"), shall be set by a written amendment to this Agreement signed by the Parties ("Amendment"). If this written Amendment to this Agreement defining the Construction Period and containing the Estimated Costs is not entered into by the Parties within 180 days after the execution of the Agreement, this Agreement shall terminate without liability on any Party. Any Estimated Costs provided by City to Rankin and Drury shall not be binding on the Parties. The actual costs incurred by City in Paragraph 3 shall be the amount Rankin and Drury will reimburse to City under this Agreement. Nothing contained herein shall be construed to restrict the City's right to construct the Public Improvements at any time prior to the expiration of the Construction Period or continue constructing the Public Improvements after the Construction Period so long as the City is making substantial and continuing progress toward completion of the Public Improvements. Further, the Construction Period shall be extended as necessary to accommodate delayed progress of the Public Improvements due to changes in work, any act or omissions of Rankin or Drury or its employees, agents, or representatives that are contrary to this Agreement or any other cause that is not reasonably foreseen or beyond the control of City, its subcontractors, or suppliers including, but not limited to acts of God, acts of another government authority, natural or manmade disaster, delay in the transportation or shortages of materials or equipment, abnormal weather conditions or labor disputes.
- c. Road Improvements: On or before the expiration of the Construction Period, the City hereby agrees to make roadway improvements and related infrastructure improvements to the Property according to the Final Plans ("Road Improvements"). All Road Improvements will be located on the Property. The City hereby represents and warrants that it has the power and authority to make the Road Improvements.

- d. Utilities: On or before the expiration of the Construction Period and as part of the Public Improvements, the City hereby agrees to assist in the planning, coordination, or installation of the following utility improvements ("Utility Improvements"):
- i. Water. City shall plan, coordinate, and install all necessary water lines, systems and facilities for the City to provide potable water service to the Property having sufficient capacity to meet the anticipated demand for uses permitted under the then current Property zoning classification including the looping of any water system as deemed necessary by the City. The water main shall be determined in the Final Plans. The water main on the Property shall be located within the utility easements granted by Rankin and/or Drury pursuant to the Easement Section in this Agreement. Said water main shall be installed concurrently with the construction of the Road Improvements and the City agrees to provide said water service to the Property no later than the expiration of the Construction Period. Rankin, Drury, and the City shall work together to plan and coordinate the installation of such water service infrastructure, including, without limitation, determining the location(s) on the Property that future users shall tap into said water main.
 - ii. Sanitary Sewer: Not Applicable.
 - iii. Storm Water System: City shall plan, coordinate and install a storm water system for the Property consisting of curb and gutter, and the installation of storm water pipe under the Road Improvements which storm water system shall be determined in the Final Plans. The storm water system on the Property shall be located within utility easements granted by Rankin and/or Drury pursuant to the Easement Section in this Agreement. In accordance with the Final Plans and the Addendum, a storm water pipe will be installed by City during the Construction Period on the north side of the right-of-way along Highway 160 to the now existing pond on the Adams property. Said storm water system and pipe shall be installed concurrently with the construction of the Road Improvements and the City agrees to provide said storm water system to the Property no later than the expiration of the Construction Period. Rankin, Drury, and the City shall work together to plan and coordinate the installation of such storm water system infrastructure, including, without limitation, determining the location(s) on the Property that future users shall tap into said storm water system.
 - iv. Electricity: The Parties shall work together in the installation planning and coordination with the appropriate electric utility service provider for all necessary electrical lines, systems and facilities to provide electrical power to the Property with sufficient capacity to provide power for customary uses permitted under the current Property zoning classification. The Parties shall work together with the electric utility service provider in the planning and

coordination of the installation of such utility service infrastructure, including, without limitation, determining appropriate location(s) on the Property that future users may tap into said electric utility lines. Installation of the electric infrastructure shall be done by the appropriate electric utility service provider. The Parties agree that neither City nor Rankin nor Drury can cause the appropriate electric utility service provider to install or provide said utility services. The Parties agree that electric utility services may not be completed on or before the expiration of the Construction Period and the same shall not be a default by the City under this Agreement.

- v. Gas: Not Applicable.
- vi. Telecommunication: The Parties shall work together in the installation planning and coordination with the appropriate telecommunication service provider for all necessary telecommunication systems and facilities to provide telecommunication service to the Property with sufficient capacity to provide telecommunications for customary uses permitted under the current Property zoning classification. The Parties shall work together with the telecommunication utility service provider in the planning and coordination of the installation of such utility service infrastructure, including, without limitation, determining appropriate location(s) on the Property that future users may tap into said telecommunication lines. Installation of the telecommunication infrastructure shall be done by the appropriate telecommunication utility service provider. The Parties agree that neither City nor Rankin nor Drury can cause the appropriate telecommunication utility service provider to install or provide said utility services. The Parties agree that telecommunication services may not be completed on or before the expiration of the Construction Period and the same shall not be a default by the City under this Agreement.
- e. Work Performed: City will be the sole judge of the work needed to be performed to complete this Agreement, including but not limited to, the work to be performed, the contractors or subcontractors hired to do the work, the engineer hired, the construction methods used, the location of the work, equipment used, the quality of the work, and the selection of the materials and supplies to be used.
- f. Site Access: Rankin and Drury, and its representatives shall have access at all times to the work site and shall provide sufficient competent personnel to visit and inspect the work site during the course of this Agreement to determine the work and manner of it being performed. City, its workers, subcontractors, suppliers and representatives shall have access at all times to the work site.

3. Costs of the Public Improvements:

- a. Payments:

- i. Drury shall be responsible for all costs for the engineering plans and/or construction drawings for the Public Improvements in this Agreement. Once Drury receives the final invoice from their engineer for the water improvements under this Agreement, it shall submit to the City the final invoice along with any additional documentation required by the City as necessary to comply with all applicable local, state, and federal laws. Within 60 days after receiving the final invoice and any additional documentation, the City will reimburse Drury for one-half of the engineering costs of the water line up to a maximum of \$_____. Any engineering plans and/or construction drawings are subject to rejection, revision, or approval by City as reasonably necessary, in the City's opinion, to complete the Public Improvements in this Agreement.
- ii. City will initially pay for the cost of the Road, Water, and Storm Water Improvements, subject to this Agreement. Although City will initially pay for the Public Improvements under this Agreement, Drury agrees to reimburse City for its actual costs of the Public Improvements to the road as outlined in this Agreement. Drury agrees to reimburse City for its actual costs for materials for the Public Improvements to the Water and Storm Water Improvements.
- iii. City will invoice Drury once materials have been purchased and/or work has started under this Agreement on or about the 15th day of every month for the actual costs incurred by City for the materials expense for the Water and Storm Water Public Improvements and the actual costs incurred by the City for the Public Improvements to the Road including, but not limited to materials, labor of non-City employees (labor of City Employees shall be reimbursed by Drury to City under Paragraph 3(a)(iv)) but including contractor and subcontractors, equipment and tool rental, water, utilities, transportation, taxes, local, state, and federal public works laws and regulations and all other services and facilities necessary for the execution and completion of the Public Improvements to the Road pursuant to this Agreement. Drury shall have twenty days following receipt of any such invoice to obtain the reasonable approval of such invoice from its engineer, and twenty days thereafter to pay the City such approved invoice. Lien waivers executed by any non-City payee shall be delivered to Drury at the same time Drury pays City in accordance with the above. If Drury does not pay any invoice from City to Drury in accordance with the above, City has the right to stop all work under this Agreement. Drury will be allowed to keep a twenty percent retainage on all material billed by City to Drury. Said retainage will be noted by City in invoices sent to Drury and tracked by City. Said retainage will be completely payable by Drury to City after the

Public Improvements are installed by City and after invoiced by City and payable under this Paragraph.

- iv. City agrees to defer collecting from Drury any remaining cost incurred by the City for the Public Improvements, including but not limited to, labor costs for City employees directly related to the Public Improvements and the reasonable cost of the use of City-owned equipment directly related to the Public Improvements until any future lots on the Property are sold. Should lots 4 or 5 be sold and the proceeds used as the basis for the contingency under Paragraph 5, that lot sale shall not be used as a trigger for reimbursement under this Paragraph 3(a)(iv). Should any of these future lots on the Property be transferred, leased or otherwise developed for use without a cash transaction taking place at fair market value of the land, then the provision for reimbursement shall be triggered by such use of the property and based upon a determination of the fair market value of the property. Additionally, if lots and/or land abutting the cul de sac should be sold, transferred, leased or otherwise developed for use then the provision for reimbursement shall be triggered by such use of the cul de sac property based upon the fair market value of the land being put to use. Should the fair market value not be sufficient to reimburse the City, then the next transaction involving the sale, transfer, lease or other development of the land for use, such action shall then result in payment to the City until the City is fully reimbursed. Should Drury default under this Agreement, the full cost of the Public Improvements, including but not limited to, labor costs for City employees directly related to the Public Improvements and the reasonable cost of the use of City owned equipment directly related to the Public Improvements will become payable by Drury to City
- v. City will not invoice or attempt to collect any payment from Drury or Rankin under this Agreement for the labor costs of City's administrative personnel which include the City Administrator, Public Works Director, human resource personnel or finance personnel. Further City agrees not to bill Rankin or Drury under this Agreement for labor costs of the City Attorney unless allowed under Paragraph 14.
- vi. City will use the current Purchasing Policy approved by the City Council and associated Administrative Policies in order to facilitate request for proposals, request for qualifications, request for bids, or written quotes to determine the lowest price qualified provider of materials and/or services. City will abide by all local, state, and federal laws and regulations including those regarding public works projects. Rankin and Drury will be provided by City with all bids and/or quotes once they are opened in accordance with applicable law. Once the bids and/or quotes are provided to Rankin and

Drury, they will have three business days to provide City in writing with any legally justifiable reason why the lowest bidder pursuant to the current Purchasing Policy approved by the City Council or associated Administrative Policies would not be acceptable. If Rankin and Drury provide City with a legally justifiable reason in writing why the lowest bidder is not the most responsible or responsive bidder, City will move to the next lowest responsible bidder as determined by the Parties.

- b. Funds Deposits: Rankin and Drury agree that any funds remitted to City under this Agreement may be comingled by the City with other funds deposited by the City from other sources. Further, any funds remitted by the Rankin and Drury will gain no interest and the City shall determine where said funds are to be deposited.
4. First Agreement: Unless specifically set forth herein, this Agreement shall not be construed to relieve any party of any obligations of the Parties under the First Agreement entered into on or about May 25, 2019, in Ordinance 17-22.
5. Contingent Upon Sale: This Agreement is contingent upon Drury selling lot 4 or 5 in order to fund the Public Improvements contemplated in Paragraph 3(a)(iii) under this Agreement. Should lots 4 or 5 not be sold by Drury within 180 days after the execution of the Agreement or the Amendment, whichever is later, this Agreement may be terminated by any Party without liability on any Party by providing notice to any other Party as provided for in this Agreement.
6. Ownership in Work: Rankin and Drury will have and will gain no ownership or other interest in Public Improvements in this Agreement.
7. Easements: Rankin and Drury agree to execute any easements and/or rights-of-way reasonably required by City in order to perform the work contemplated by this Agreement and in order for City to provide future maintenance on said work on the property after the work is completed. Said easements will be provided by Rankin and Drury to City at no cost and shall be made before the City commences work under this Agreement. The Parties agree that City may need further easements and/or rights-of-way that allow for the extension of the Public Improvements contained in this Agreement. The Parties agree to negotiate in good faith to allow City to acquire further easements from Rankin and Drury to extend the Public Improvements to adjoining properties in the future.
8. Conflict of Interest: No salaried officer or employee of the City, and no member of the City Council, shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
9. Entire Agreement: This Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements. This Agreement may not be modified or amended other than in writing as agreed to by the Parties.
10. Default by Developer and Termination: If through any cause, Rankin or Drury shall fail to fulfill in timely and proper manner their obligations under this Agreement, become

insolvent, or if they shall violate any of the covenants, agreements or stipulations of this Agreement, the City shall deliver written notice of the same to Rankin and Drury and if such failure or violation is not cured within thirty days thereafter (or such longer period of time as is reasonably necessary so long as Rankin and Drury begins to cure such failure or violation within such thirty-day period and thereafter diligently pursues the same to completion), the City shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If City elects to terminate under this provision, Rankin and Drury shall be responsible to City for all of City's actual costs in the Public Improvements up to and including the date of termination.

11. Default by City and Termination: If through any cause the City shall fail to fulfill in timely and proper manner City's obligations under this Agreement, become insolvent, or if City shall violate any of the covenants, agreements or stipulations of this Agreement, the Rankin and Drury shall deliver written notice of the same to City and if such failure or violation is not cured within thirty days thereafter (or such longer period of time as is reasonably necessary so long as City begins to cure such failure or violation within such thirty-day period and thereafter diligently pursues the same to completion), then Rankin and Drury shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If Rankin and Drury elects to terminate under this provision, Drury shall be responsible to City for all of City's actual costs in the Public Improvements up to and including the date of termination. Termination of this Agreement shall be the sole remedy for any default by City under this Agreement.
12. Jurisdiction and Venue: This Agreement shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri.
13. Dispute: In the event the City is the prevailing party in any litigation arising out of or relating to this Agreement, the City shall be entitled to all reasonable attorneys' fees and expenses incurred.
14. Liability: Nothing in this Agreement shall be construed to create any liability on behalf of the City for any direct, special, indirect, liquidated, or consequential damages. Rankin and Drury agrees that the type of work to be performed under this Agreement will cause damage to the Property and Rankin and Drury agree that the City shall not be liable for any damages caused to the Property outside of that necessary to complete the Public Improvements contemplated by this Agreement.
15. Independent Contractor: The Parties to this Agreement are separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties.

16. Execution The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act (“UETA”) and the Electronic Signatures in Global and National Commerce Act (“ESIGN”). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this agreement and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.
17. Survival: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns as provided in this Agreement. The Parties acknowledge and agree that the rights and benefits afforded Rankin and Drury under this Agreement shall run with the Property and shall be enforceable by and for the benefit of any and all successor owners of the Property without further consideration to or consent by the City. The Parties acknowledge and agree that at the request of any party, a memorandum of this Agreement shall be duly executed by the Parties and recorded in the real estate records of Greene County, Missouri; provided, however, this Agreement shall be binding and enforceable as between the City and any current or future owner of the Property without recording thereof.
18. Headings: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
19. Whereas Clauses: The “Whereas” clauses stated above are incorporated herein by reference.
20. Assignment: This Agreement may not be assigned by any party without the prior written consent of the other parties.
21. Sovereign Immunity: In no event shall any language or requirement in this Agreement be construed as or constitute a waiver or limitation of City’s defenses regarding sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.
22. Severability Clause: A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.
23. Contingent Upon Funds and Approval: This Agreement is contingent upon the City having sufficient funds available for the subject of this Agreement. Rankin or Drury shall have no right of action against City in the event City is unable to perform its obligations under this Agreement as a result of insufficient funds. Further, this Agreement is subject to and conditioned upon approval by ordinance by the City Council.
24. Contract Documents: The Agreement shall consist of the following:
- a. This Agreement;
 - b. First Agreement;

- c. Exhibit A – Legal description;
 - d. Exhibit B – Final Plans;
 - e. Any properly executed amendments.
25. Notices: Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or when notice is received after being deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

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

to Drury: Drury University
 Attn: Aaron Jones
 900 North Benton Avenue
 Springfield, MO 65802

To Rankin: Thomas B. Rankin, Managing Member
 Rankin Development, LLC
 2808 South Ingram Mill, A100
 Springfield MO 65804

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

STATE OF MISSOURI)
)ss.
COUNTY OF _____)

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

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

Notary Public

Print Name

My Commission expires: _____

(Notary Seal)

Drury University

(Signature)

(Printed Name)

(Title)

STATE OF MISSOURI)
)ss.
COUNTY OF _____)

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

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

Notary Public

Print Name

My Commission expires: _____

(Notary Seal)

Rankin Development, LLC

(Signature)

(Printed Name)

(Title)

CITY OF REPUBLIC

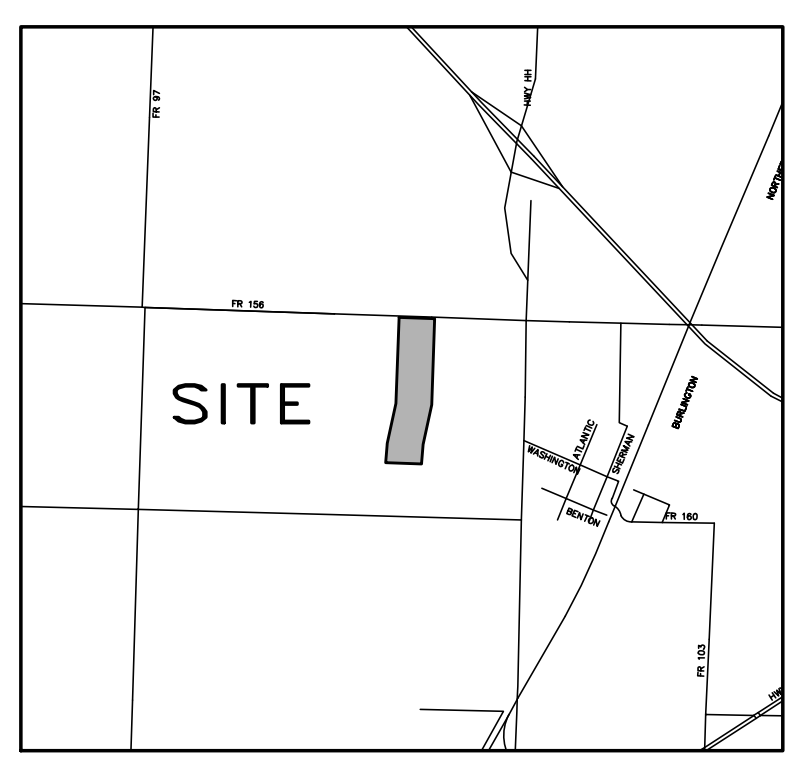
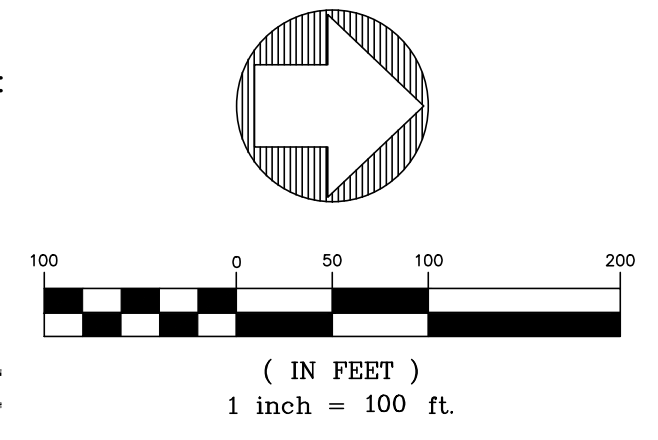
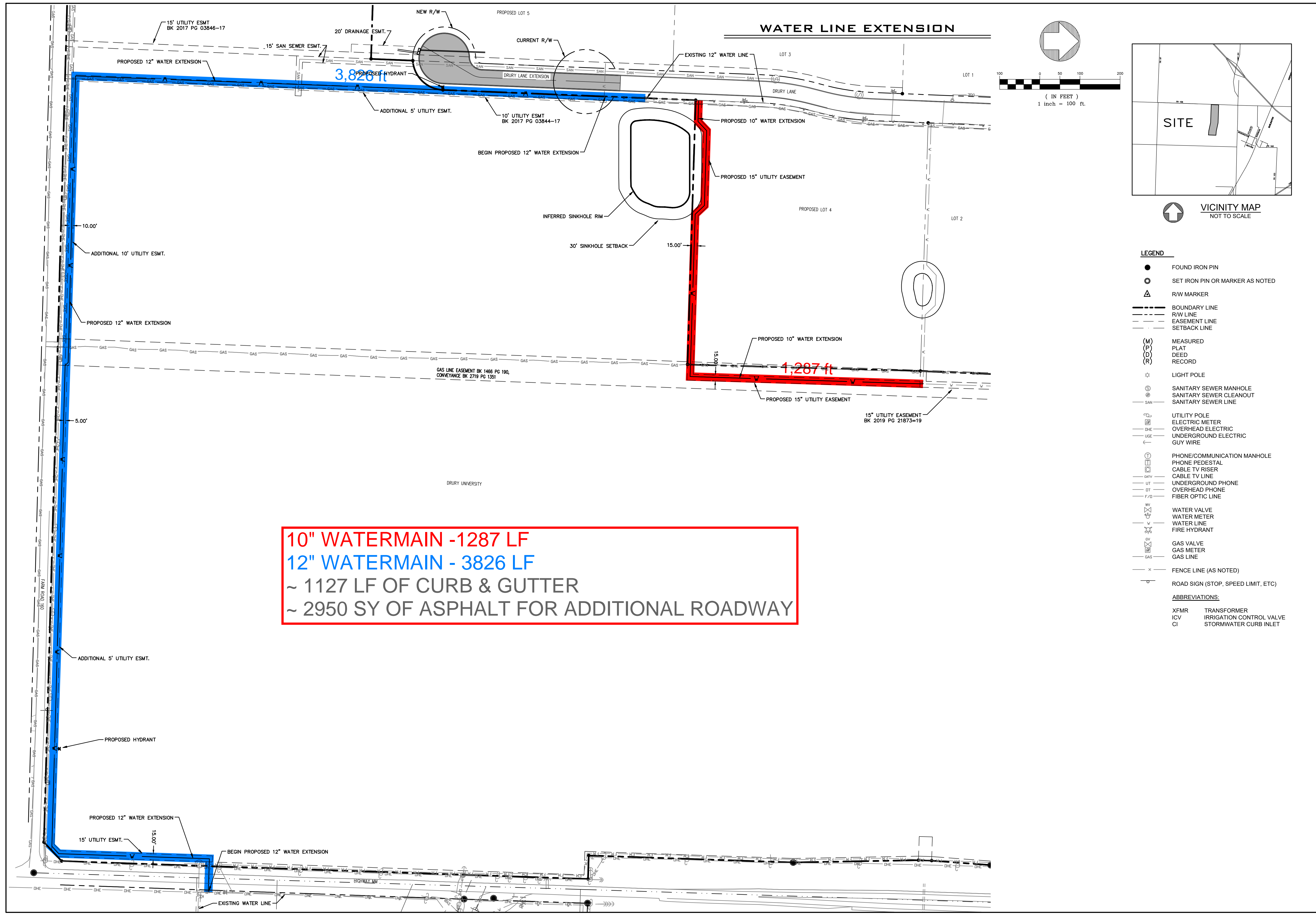
David Cameron, City Administrator

Attest: Laura Burbridge, City Clerk

Approved as to Form:

Scott Ison, City Attorney

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VICINITY MAP
NOT TO SCALE

- LEGEND**
- FOUND IRON PIN
 - SET IRON PIN OR MARKER AS NOTED
 - △ R/W MARKER
 - BOUNDARY LINE
 - R/W LINE
 - EASEMENT LINE
 - SETBACK LINE
 - (M) MEASURED PLAT
 - (D) DEED
 - (R) RECORD
 - ☆ LIGHT POLE
 - ⊙ SANITARY SEWER MANHOLE
 - ⊙ SANITARY SEWER CLEANOUT
 - SAN — SANITARY SEWER LINE
 - ⊕ UTILITY POLE
 - ⊕ ELECTRIC METER
 - OHE — OVERHEAD ELECTRIC
 - UGE — UNDERGROUND ELECTRIC
 - GUY — GUY WIRE
 - ⊕ PHONE/COMMUNICATION MANHOLE
 - ⊕ PHONE PEDESTAL
 - ⊕ CABLE TV RISER
 - CATV — CABLE TV LINE
 - ST — UNDERGROUND PHONE
 - DT — OVERHEAD PHONE
 - F/O — FIBER OPTIC LINE
 - ⊕ WATER VALVE
 - ⊕ WATER METER
 - ⊕ WATER LINE
 - ⊕ FIRE HYDRANT
 - ⊕ GAS VALVE
 - ⊕ GAS METER
 - GAS — GAS LINE
 - FENCE — FENCE LINE (AS NOTED)
 - ⊕ ROAD SIGN (STOP, SPEED LIMIT, ETC)
- ABBREVIATIONS:**
- XFMR TRANSFORMER
 - ICV IRRIGATION CONTROL VALVE
 - CI STORMWATER CURB INLET

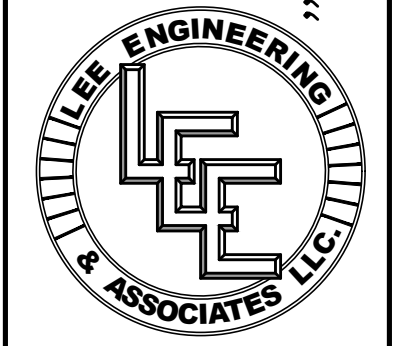
10" WATERMAIN - 1287 LF
12" WATERMAIN - 3826 LF
 ~ 1127 LF OF CURB & GUTTER
 ~ 2950 SY OF ASPHALT FOR ADDITIONAL ROADWAY

DATE:	
REVISIONS:	
SCALE: 1" = 100'	
FIELD BY: TS, JS	
DRAWN BY: ACW	
CHECKED BY: LEE	

WATERLINE EXHIBIT
CITY OF REPUBLIC
WATER LINE EXTENSIONS
 DRURY LANE, REPUBLIC, GREENE COUNTY, MISSOURI

Missouri State Certificate of Authority
 Engineering #2005015504
 Land Surveying #2009028050

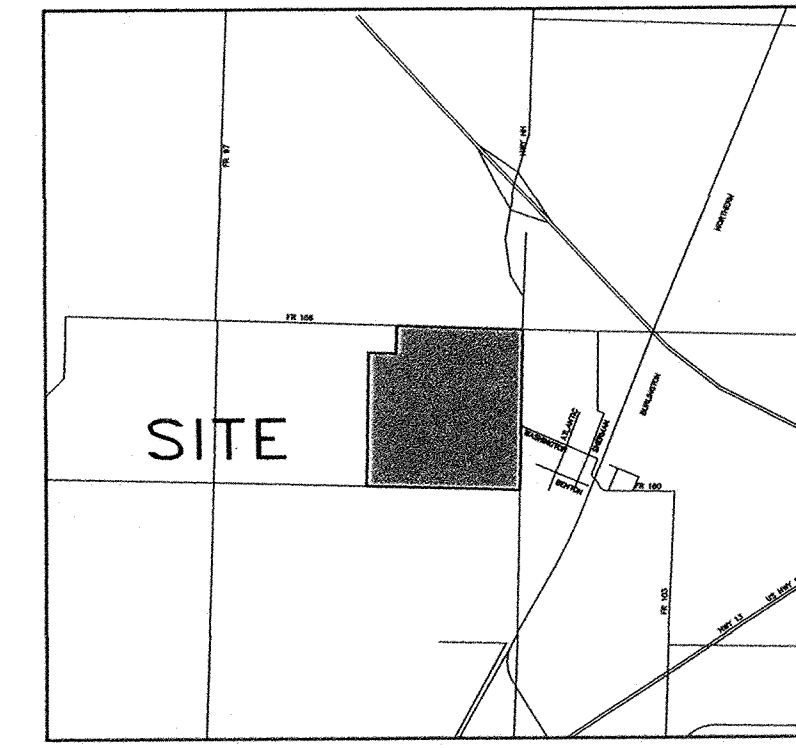
LEE Engineering & Associates, L.L.C.
 1200 E. Woodhurst Dr., Suite D200
 Springfield, Missouri 65807
 417-886-9100 (phone)
 417-886-9336 (fax)
 lee@leeengineering.biz



DATE:	2020-08-11
SHEET:	1 OF 1
PROJECT:	020
FILE:	Drury Lane Extension 2020.dwg

SRB 5490# 2976

041303-18 13 Nov 2018 02:30:58PM
Book: 2018
Page: 041303-18
1 page
RECORD
REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION
RECORDED BY: *Christina Spaulding*
RECORDER OF DEEDS



VICINITY MAP
NOT TO SCALE

LEGEND

- FOUND IRON PIN (5/8" IP UNLESS NOTED)
 - SET 5/8" IRON PIN "LSC 2009028050"
 - △ R/W MARKER
 - BOUNDARY LINE
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 - UNDERGROUND ELECTRIC
 - GUY WIRE
 - TELEPHONE/COMMUNICATION MANHOLE
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 - GAS VALVE
 - GAS METER
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 - FENCE LINE (AS NOTED)
 - ROAD SIGN (STOP, SPEED LIMIT, ETC)
- ABBREVIATIONS:
- XFMR TRANSFORMER
 - ICV IRRIGATION CONTROL VALVE
 - CI STORMWATER CURB INLET

FLOOD NOTE:

This property lies in Flood Zone "X" (areas determined to be outside of the 0.2% annual chance floodplain) according to FIRM Community Panel 29077C 0316 E, effective December 17, 2010.

TRACT 1:

All that part of the North Half of Section 3, Township 28 North, Range 23 West of the Fifth Principal Meridian, City of Republic, Greene County, Missouri, being more particularly described as follows: Commencing at an existing iron pin at the Southwest corner of said Section 3; thence, North 88°42'42" West, a distance of 20.42 feet to an existing iron pin at the Southeast corner of a parcel of land recorded in Book 2010 at Page 45488-10 of the Greene County Deed Records; thence, North 01°49'32" East, along and with the East line of said parcel, a distance of 20.00 feet to the North right-of-way line of Farm Road 160 and the POINT OF BEGINNING; thence, continue North 01°49'32" East, along and with said East line, a distance of 1345.08 feet to an existing iron pin; thence, South 88°21'45" East, along and with said East line, a distance of 45.80 feet to an existing iron pin; thence, North 01°48'57" East, along and with said East line, a distance of 169.85 feet; thence, South 88°11'03" East, leaving said East line, a distance of 592.17 feet to the West right-of-way line of Drury Lane; thence, along and with said right-of-way line, the following six (6) courses:

South 02°19'14" West, a distance of 144.13 feet; thence, Easterly, along and with an 80-foot radius curve to the left, having a chord bearing of South 87°37'39" East and chord length of 70.00 feet, an arc distance of 430.20 feet; thence, North 02°19'14" East, a distance of 365.43 feet; thence, Northeasterly along and with a 565-foot radius curve to the right, having a chord bearing of North 09°03'27" East and chord length of 132.56 feet, an arc distance of 132.86 feet; thence, Northeasterly along and with a 635-foot radius curve to the left, having a chord bearing of North 09°03'27" East and chord length of 148.98 feet, an arc distance of 149.32 feet; thence, North 02°19'14" East, a distance of 139.55 feet to the South line of a Tract 2 previously recorded in survey record SRB5490 Page 2814;

thence, South 88°13'37" East, leaving said proposed right-of-way and along the South line of said Tract 2, a distance of 618.72 feet; thence, North 02°19'14" East, along and with the East line of said Tract 2, a distance of 563.09 feet to the present South right-of-way line of Farm Road 156; thence, South 88°13'38" East, along and with said South line, a distance of 744.68 feet; thence, South 65°02'27" East, along and with said South line, a distance of 68.38 feet; thence, South 85°25'09" East, along and with said South line, a distance of 413.04 feet to the present West right-of-way line of State Route "MM"; thence, along and with said West line, the following eight (8) courses:

South 01°57'11" West, a distance of 302.71 feet; thence, South 04°29'52" West, a distance of 147.78 feet; thence, South 01°57'11" West, a distance of 32.81 feet; thence, South 01°03'35" East, a distance of 312.11 feet; thence, South 01°57'11" West, a distance of 509.15 feet; thence, South 88°12'26" East, a distance of 58.58 feet; thence, South 01°57'11" West, a distance of 1312.61 feet; thence, South 46°57'11" West, a distance of 63.36 feet

to the present North right-of-way line of Farm Road 160; thence, North 88°24'56" West, along and with said North line, a distance of 2607.93 feet to the Point of Beginning, containing 133.79 acres and being subject to easements, restrictions and rights-of-way, if any.

TRACT 3:

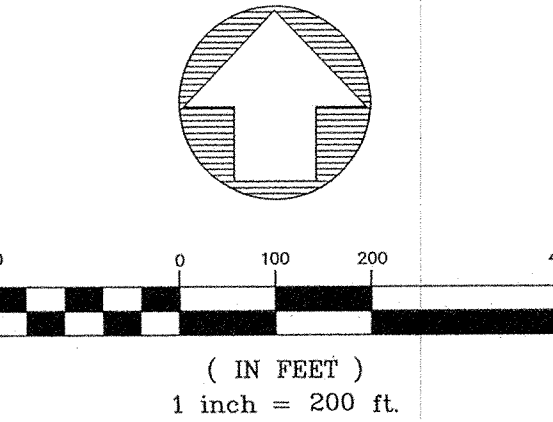
All that part of the North Half of Section 3, Township 28 North, Range 23 West of the Fifth Principal Meridian, City of Republic, Greene County, Missouri, being more particularly described as follows: Commencing at an existing iron pin at the Southwest corner of said Section 3; thence, North 88°42'42" West, a distance of 20.42 feet to an existing iron pin at the Southeast Corner of a parcel of land recorded in Book 2010 at Page 45488-10 of the Greene County Deed Records; thence, North 01°49'32" East, along and with the East line of said parcel, a distance of 20.00 feet to the North right-of-way line of Farm Road 160; thence, continue North, along and with said East line, the following three (3) courses:

North 01°49'32" East, a distance of 1345.08 feet to an existing iron pin; thence, South 88°21'45" East, a distance of 45.80 feet to an existing iron pin; thence, North 01°48'57" East, a distance of 169.85 feet

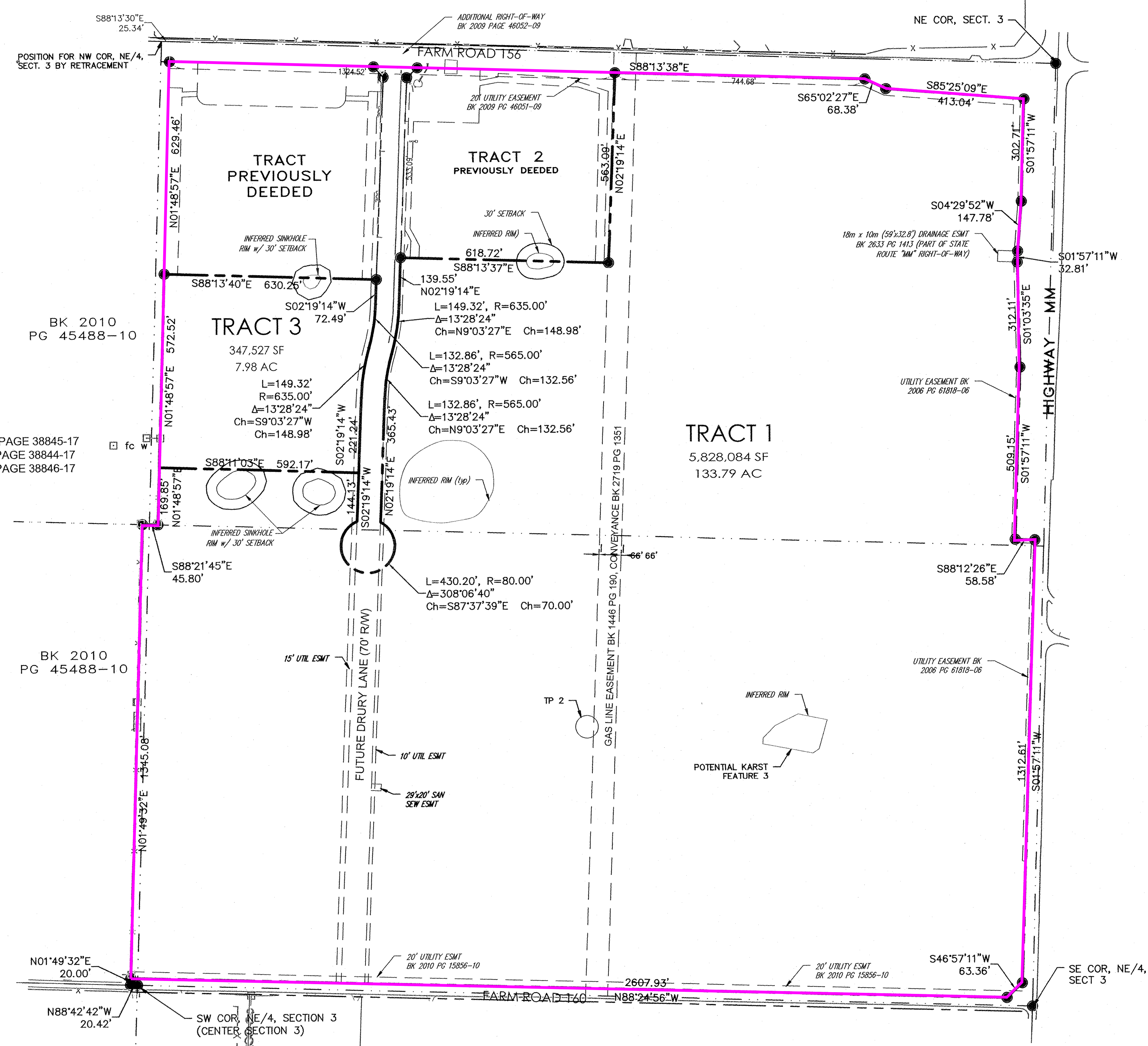
to the POINT OF BEGINNING; thence, continue North 01°48'57" East, a distance of 572.52 feet to the South line of a parcel previously recorded in Book 2016 at Page 31595-16; thence, South 88°13'40" East, along and with the South line of said parcel, a distance of 630.25 feet to the West right-of-way line of Drury Lane; thence, South, along and with said West line, the following four (4) courses:

South 02°19'14" West, a distance of 72.49 feet; thence, Southwesterly along and with a 565.00-foot radius curve to the right, having a chord bearing of South 09°03'27" West and chord length of 132.56 feet, an arc distance of 132.86 feet; thence, Southwesterly along and with a 635.00-foot radius curve to the left, having a chord bearing of South 09°03'27" West and chord length of 148.98 feet, an arc distance of 149.32 feet; thence, South 02°19'14" West, a distance of 221.24 feet;

thence, North 88°11'03" West, leaving said right-of-way line, a distance of 592.17 feet to the POINT OF BEGINNING, containing 7.98 acres, and being subject to easements, restrictions, or rights-of-way, if any.



BASIS OF BEARINGS:
BEARINGS ARE GRID NORTH BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE VIA MODOT GPS NETWORK.



NOTES:

- 1) Karst feature information based on geotechnical report by Palmerton & Parrish, Inc dated March 4, 2016. Refer to the Geotech report for information on each feature.
- 2) This survey supersedes the survey recorded in SRB 5490 Page 2968 (Book 2018 Page 39336-18). Tracts 1 and 3 have been modified. The prior survey should be considered invalid for any future property transactions.

DECLARATION BY SURVEYOR:

I hereby declare to Drury University that the information contained herein is based upon an actual survey of the land described herein, according to the current Missouri Minimum Standards for Property Boundary Surveys, 4CSR30-16, URBAN class properties, that the results are correctly represented hereon to the best of my knowledge and belief and that monuments and pins set were placed under my personal supervision.

Physical evidence of improvements is shown from information taken by visual inspection of the premises. Easements shown are those written, provided or evident from surface features and may not be all inclusive. Apparent ownerships as shown are based on information provided by others and do not represent an opinion as to Title.

This plat of survey is an instrument of service and is protected under U.S. Copyright Law. It is not to be used by anyone other than the party or parties named on this plat unless it has been updated and recertified by Lee Engineering & Associates, L.L.C.

BY: *Don Ray Berry* DATE: 13 Nov 2018
DON RAY BERRY, PROFESSIONAL LAND SURVEYOR
STATE OF MISSOURI LICENSE NO. 2004017829

Boundary Survey

DRURY UNIVERSITY

Farm Road 156
Republic, Greene County, Missouri

Missouri State Certificate of Authority
Engineering #2005015504
Land Surveying #2009028050

LEE ENGINEERING & ASSOCIATES, L.L.C.
1200 E. Woodhurst Dr., Suite D200
Springfield, Missouri 65807
417-886-9100 (phone)
417-886-9336 (fax)
dlee@leeengineering.biz

STATE OF MISSOURI
DON RAY BERRY
PROFESSIONAL LAND SURVEYOR
11.13.18

DATE: 2018-11-13
SHEET: 1 OF 1
PROJECT: 020
FILE: Garton_BP_Let_3_Plat_Revise.dwg

DESCRIPTION OF LAND SUBJECT TO DEVELOPERS AGREEMENT

SUBJECT AREA OF LAND BEING PART OF THE NORTH HALF OF SECTION 3, TOWNSHIP 28 NORTH, RAGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE CENTER OF BEFORE MENTIONED SECTION 3; THENCE N88°42'42"W A DISTANCE OF 20.42 FEET; THENCE N01°49'32"E A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF FARM ROAD 160 FOR THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE CONTINUING N01°49'32"E A DISTANCE OF 1345.08 FEET; THENCE S88°21'45"E A DISTANCE OF 45.80 FEET; THENCE N01°48'57"E A DISTANCE OF 1371.83 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF FARM ROAD 156 (A.K.A. SAWYER ROAD); THENCE S88°13'38"E ALONG SAID SOUTH LINE A DISTANCE OF 2069.20 FEET; THENCE S65°02'27"E ALONG SAID SOUTH LINE A DISTANCE OF 68.38 FEET; THENCE S85°25'09"E ALONG SAID SOUTH LINE A DISTANCE OF 413.04 FEET TO A POINT ON THE WEST RIGHT OF LINE OF STATE ROUTE MM; THENCE S01°57'11"W ALONG SAID WEST LINE A DISTANCE OF 302.71 FEET; THENCE S04°29'52"W ALONG SAID WEST LINE A DISTANCE OF 147.78 FEET; THENCE S01°57'11"W ALONG SAID WEST LINE A DISTANCE OF 32.81 FEET; THENCE S01°03'35"E ALONG SAID WEST LINE A DISTANCE OF 312.11 FEET; THENCE S01°57'11"W ALONG SAID WEST LINE A DISTANCE OF 509.15 FEET; THENCE JOGGING S88°12'26"E ALONG SAID WEST LINE A DISTANCE OF 58.58 FEET; THENCE S01°57'11"W ALONG SAID WEST LINE A DISTANCE OF 1312.61 FEET; THENCE JOGGING S46°57'11"W ALONG SAID WEST LINE A DISTANCE OF 63.36 FEET TO A POINT OF THE NORTH RIGHT OF WAY LINE OF FARM ROAD 160; THENCE N88°24'56"W ALONG SAID NORTH LINE A DISTANCE OF 2607.93 FEET TO THE POINT OF BEGINNING. ALSO INCLUDED IN THE SUBJECT AREA THE FOLLOWING. ALL OF THE CITY OF REPUBLIC, GREENE COUNTY AND MoDOT RIGHT OF WAY ENCOMPASSED BY AND OR ADJACENT TO THE ABOVE DESCRIBED LAND SITUATED IN THE NORTH HALF OF SAID SECTION 3.

SUBJECT LAND DESCRIBED ABOVE WAS PRODUCED REFERENCING A 2018 SURVEY OF SAID LAND RECORDED IN SURVEY RECORD BOOK 549, PAGE 2976 IN THE GREENE COUNTY RECORDERS OFFICE.

STATE OF MISSOURI
LS-2548
RANDAL S. PRESLEY
PROFESSIONAL LAND SURVEYOR
Randal S. Presley
08/13/2020



AGENDA ITEM ANALYSIS

Project/Issue Name: 20-37 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the Execution of a First Supplemental STP-Urban Program Agreement with the Missouri Highways and Transportation Commission for the Design and Right of Way Acquisition for the Extension of the Shuyler Creek Trail.

Submitted By: Garrett Brickner, Engineering Director

Date: August 25, 2020

Issue Statement

To revise the original agreement approved by city council on May 19, 2020 and entered into on July 7, 2020 to include additional funding to begin construction of the Shuyler Creek Trail Extension.

Discussion and/or Analysis

The original agreement authorized \$394,214 of federal funds toward the design, environmental clearance, and right of way acquisition for the Shuyler Creek Trail Extension. An additional \$471,855 of federal funds became available and is being offered for this project, bringing the total of federal dollars to \$866,099. This agreement, like all STP projects, requires a 20% local match, making the total project cost \$1,081,307 which the City would be responsible for \$215,208, up from the original agreement match of \$98,544. However, this is still lower than our original application for this grant which would have had the City's portion at \$496,258.

Recommended Action

Staff recommends approval of Ordinance 20-37.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE EXECUTION OF A FIRST SUPPLEMENTAL STP-URBAN PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE DESIGN AND RIGHT OF WAY ACQUISITION FOR THE EXTENSION OF THE SHUYLER CREEK TRAIL

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

WHEREAS, on November 5, 2019, in Resolution 19-R-37, the Council authorized the Community Development Department and other City departments to apply for a grant to extend the Shuyler Creek Trail; and

WHEREAS, on May 19, 2020, in Ordinance 20-20, the Council approved an STP-Urban Program Agreement for the Extension of the Shuyler Creek Trail with the Missouri Highways and Transportation Commission (herein called "First Agreement"); and

WHEREAS, that First Agreement was executed on July 7, 2020; and

WHEREAS, due to the increase in funding available, the Missouri Highways and Transportation Commission has proposed a First Supplemental STP-Urban Program Agreement (herein called "Agreement") with the City for the Extension of the Shuyler Creek Trail in the City (herein called "Project"); and

WHEREAS, this Agreement will obligate the City to contribute 20% towards the Project, which is approximately \$215,208.00. The other 80% of the funding will come from federal funds; and

WHEREAS, the Council finds that this Agreement is in the best interest of the City as the Project will increase safety and activities for the community and residents by adding to the City's existing trail system.

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

- Section 1. Mayor Matt Russell is authorized to execute on behalf of the City a First Supplemental STP-Urban Program Agreement with the Missouri Highways and Transportation Commission not to exceed \$215,208.00, said Agreement to be substantially in the form and content of the document attached hereto and incorporated herein.
- Section 2. The whereas clauses are hereby specifically incorporated herein by reference.
- Section 3. The provisions of this Ordinance are severable, and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

BILL NO. 20-37

ORDINANCE NO. 20-

Section 4. This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this ____ day of _____ 2020.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk



Digitally signed by Scott Ison
Date: 2020.08.19 13:51:18
-05'00'

Approved as to Form: _____, Scott Ison, City Attorney

Final Passage and Vote: _____

CCO Form: FS27
 Approved: 05/02 (BDG)
 Revised: 03/17 (MWH)
 Modified:

Greene County
 City of Republic
 Project STBG-6900(813)

CFDA Number: CFDA #20.205
 CFDA Title: Highway Planning and Construction
 Award name/number: STBG-6900(813) TIP# EN2010-20A5
 Award Year: 2020
 Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 STP-URBAN PROGRAM
 SUPPLEMENTAL AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Republic (hereinafter, "City").

WITNESSETH:

WHEREAS, on July 7, 2020 the Commission and the City previously entered into a STP-Urban Funds Agreement as to public improvements designated as the design and right of way acquisition for the extension of the Shuyler Creek Trail to Elm Street/Farm Road 182 and along Farm Road 182 to Wilson Creek Battlefield, (hereinafter, "Original Agreement"); and

WHEREAS, the Commission and the City now desire to revise the Original Agreement as provided in this Supplemental Agreement.

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

(1) REVISION: Paragraphs (1), (2) and (12(A)) of the Original Agreement are hereby removed and replaced with the following:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-6900(813) involves design, environmental, right of way acquisition and construction for the extension of the Shuyler Creek Trail to Elm Street/Farm Road 182 and Along Farm Road 182 to Wilson Creek Battlefield. The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STBG-

6900(813) by the Commission is within the city limits of Republic, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows: Design, environmental, right of way acquisition and construction for the extension of the Shuyler Creek Trail to Elm Street/Farm Road 182 and Along Farm Road 182 to Wilson Creek Battlefield.

- (12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent (**80%**) not to exceed **\$866,099.00**. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(2) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and shall extend and apply to this Supplemental Agreement as if fully written in this Supplemental Agreement.

[Remainder of Page Intentionally Left Blank]

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

Executed by the City this _____ day of _____, 20____.

Executed by the Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF REPUBLIC

By _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

Ordinance No.: _____



AGENDA ITEM ANALYSIS

Project/Issue Name: 20-38 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into a Development Agreement with Convoy of Hope for Water Line Public Improvements.

Submitted By: Andrew Nelson -Republic BUILDS Director

Date: August 25th, 2020

Issue Statement

This agreement would allow the City Administrator to enter into a developer's agreement with Convoy of Hope to extend water services from where it currently dead ends beyond Carnahan St., looping around a warehouse building, and extending on to make a looped connection on Farm Road 144

Discussion and/or Analysis

Certain public water improvements need to be constructed on the Convoy of Hope site. The parties desire to enter into a development agreement to formalize the terms of the public improvements

The improvements to be completed under this agreement include approximately: 7786 linear feet (LF) of new 12" waterline to be installed. 5549 LF of which is necessary to serve the development, and which the city will be reimbursed the cost of materials and labor. 2237 LF is supplementary for the benefit of Republic's water network, creating a looped system.

Recommended Action

Staff recommends approval of 20-38.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH CONVOY OF HOPE FOR WATER LINE PUBLIC IMPROVEMENTS

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

WHEREAS, Convoy of Hope (herein called the “Developer”) is the owner of land at the end of West Carnahan Street in the City of Republic (herein called the “Property”) and is in the process of building a new campus on the Property; and

WHEREAS, in order to develop the new Convoy of Hope campus, certain public improvements need to be constructed on the Property; and

WHEREAS, the City and Developer desire to enter into a development agreement to formalize the terms of the water line public improvements on the Property; and

WHEREAS, the City Council finds that this development agreement is in the best interest of the City as it will benefit the community through the continued economic growth and development of the Property.

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

- Section 1. The City Administrator or designee, on behalf of the City of Republic, is authorized to enter into a development agreement with Convoy of Hope, said agreement to be in substantially the same form as “Attachment 1.”
- Section 2. The whereas clauses are hereby specifically incorporated herein by reference.
- Section 3. The provisions of this Ordinance are severable, and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 4. This Ordinance shall be in full force and effect from and after the date of 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 _____ 2020.

Matt Russell, Mayor

Attest:

Laura Burbridge, City

BILL NO. 20-38

ORDINANCE NO. 20-

Approved as to Form:  Digitally signed by Scott Ison
Date: 2020.08.19 15:43:28
-05'00' _____, Scott Ison, City Attorney

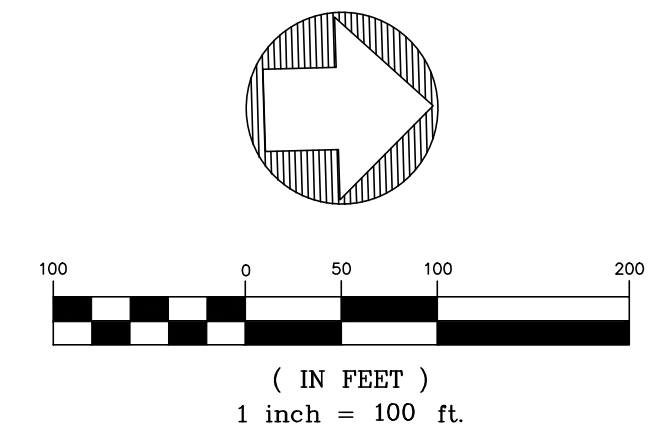
Final Passage and Vote: _____

PROPOSED WATER MAIN

~5549 LF TO BE REIMBURSED
 ~2237 LF CITY RESPONSIBILITY
 ~7786 LF TOTAL NEW 12" WATERMAIN

GENERAL NOTES:

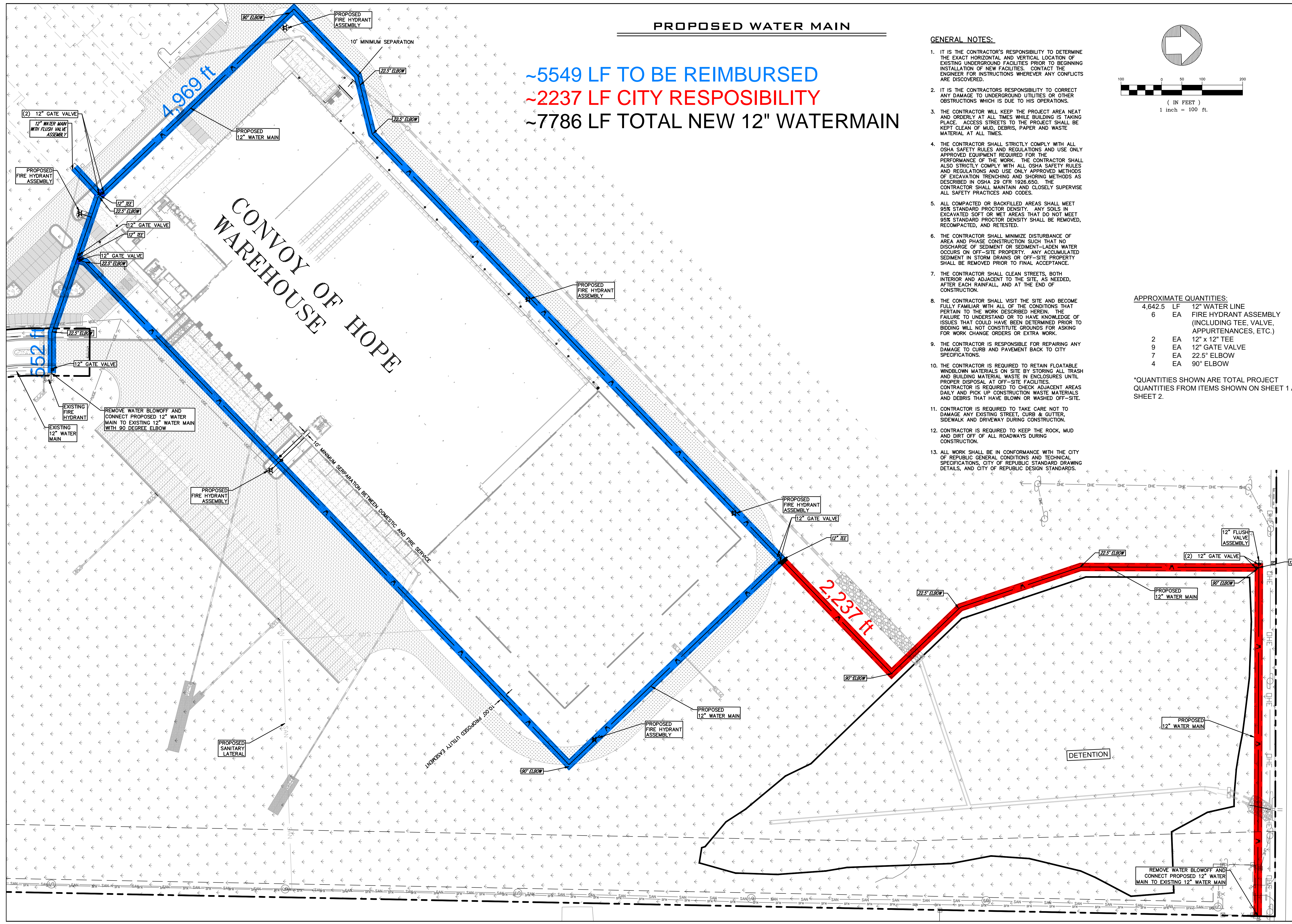
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9	EA	12" GATE VALVE
7	EA	22.5" ELBOW
4	EA	90" ELBOW

*QUANTITIES SHOWN ARE TOTAL PROJECT QUANTITIES FROM ITEMS SHOWN ON SHEET 1 AND SHEET 2.

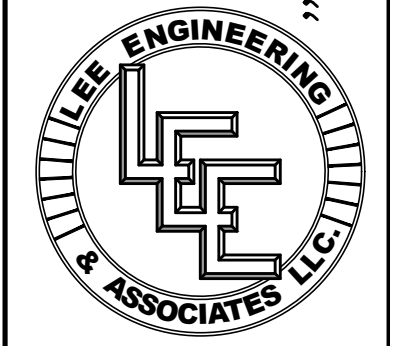


PROPOSED WATER MAIN EXTENSION

7136 W FR 144
 SPRINGFIELD, GREENE COUNTY, MISSOURI

Missouri State Certificate of Authority
 Engineering #2005015504
 Land Surveying #2009028050

LEE Engineering & Associates, L.L.C.
 1200 E. Woodhurst Dr., Suite D200
 Springfield, Missouri 65807
 417-886-9100 (phone)
 417-886-9336 (fax)
 lee@leeengineering.biz



"Engineering with Integrity"

FR 144

DATE: 2020-08-19
 SHEET: 1 OF 2
 PROJECT:
 FILE: C01_360-MM Site Plan.dwg

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2020, by and between the City of Republic Missouri (“City”) and Convoy of Hope, (“Developer”). City and Developer are sometimes referred to herein individually as a (“Party”) and collectively as the (“Parties”).

WITNESSETH:

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

WHEREAS, Developer is a Missouri registered foreign nonprofit corporation, and

WHEREAS, Developer is currently the owner of real property in the City of Republic commonly located at the end of West Carnahan Street in the former Trogdon Industrial Park, legally described in Exhibit A attached hereto and incorporated by reference into this Agreement, (“Property”), and is in the process of developing a business campus on the Property in order to facilitate new commercial development, and

WHEREAS, in order for Developer to fully develop the Property, certain public improvements need to be constructed on the Property, and

WHEREAS, City recognizes the need to encourage development in the City of Republic and desires to participate and facilitate the development of Property to the extent the City has available resources.

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

1. **Ability to Contract:** Developer warrants that it has the ownership interest in the Property required to enter into this Agreement and fulfill the terms contained herein.
2. **Public Improvements:**
 - a. **Work under this Agreement:** In exchange for Developer’s promises herein, the City agrees that it shall provide for, arrange, construct, complete, plan, or coordinate the public improvements (the "Public Improvements ") as described in Section 2(c) (Water Improvements) below.
 - b. **Construction Period:** The parties agree that the City's construction period will be completed no later than December 31, 2020 (“Construction Period”), provided the Developer has completed all of the necessary improvements required by City to be installed prior to September 15, 2020 for the Public Improvements contained in this agreement. City has provided Developer with a labor and equipment pay structure of City and a cost estimate in Exhibit D, attached hereto and incorporated by reference into this Agreement. Any cost estimate provided by City to Developer

shall not be binding on either party. Nothing contained herein shall be construed to restrict the City's right to construct the Public Improvements (as defined herein) at any time prior to the expiration of the Construction Period or continue constructing the Public Improvements after the Construction Period as long as the City is making substantial and continuing progress toward completion of the Public Improvements. Further, the Construction Period shall be extended as necessary to accommodate delayed progress of the Public Improvements due to changes in work, any act or omissions of Developer or its employees, agents, or representatives that are contrary to this Agreement or any other cause that is not reasonably foreseen or beyond the control of City, its subcontractors, or suppliers including, but not limited to acts of God, acts of another government authority, natural or manmade disaster, delay in the transportation or shortages of materials or equipment, abnormal weather conditions or labor disputes.

- c. Water Improvements: City shall plan, coordinate and install all necessary water lines, systems and facilities, according to the final engineering plans as contained in Exhibit B, as modified by Section 3(a)(iv), attached hereto and incorporated by reference into this Agreement as determined by City and Developer for the City to provide potable water service to the Property having sufficient capacity to meet the anticipated demand for uses permitted under the then current Property zoning classification. City agrees to provide said water service to the Property no later than the expiration of the Construction Period. Developer and the City shall work together to plan and coordinate the installation of such water service infrastructure, including, without limitation, determining the location(s) on the Property that Developer and future users shall tap into said water main. Said water improvements shall be located within the utility easements or public rights-of-way granted by Developer to City pursuant to the Easements paragraph of this Agreement.
 - d. Utilities: Developer will be responsible for the planning, coordination, and/or installation of all other utility improvements ("Utility Improvements") on the Property.
 - e. Work Performed: City will be the sole judge of the work needed to be performed to complete this Agreement, including but not limited to, the work to be performed, the contractors or subcontractors hired to do the work, the engineer hired, the construction methods used, the location of the work, equipment used, the quality of the work, and the selection of the materials and supplies to be used.
 - f. Site Access: Developer and its representatives shall have access at all times to the work site on the Property and shall provide sufficient competent personnel to visit and inspect the work site during the course of this Agreement to determine the work and manner of it being performed. City, its workers, subcontractors, suppliers and representatives shall have access at all times to the work site.
3. Costs of the Public Improvements:

a. Payments:

- i. Developer will be responsible for all costs for the engineering plans and/or construction drawings for the Public Improvements in this Agreement. Any engineering plans and/or construction drawings are subject to rejection, revision, or approval by City as reasonably necessary, in the City's opinion, to complete the Public Improvements in this Agreement.
- ii. City will initially pay for the cost of the Public Improvements subject to this Agreement.
- iii. City shall be reimbursed by Developer all the actual hard costs incurred by City for the total length in the Public Improvements shown on Exhibit C, attached hereto and incorporated by reference into this Agreement, in the highlighted blue in color, including, but not limited to, materials, labor, including contractor and subcontractors, equipment, tools, water, utilities, transportation, taxes, local, state, and federal public works laws and regulations and all other services and facilities necessary for the execution and completion of the Public Improvements pursuant to this Agreement. Payment by Developer to City under this paragraph shall be made within 30 days after City has completed all the Public Improvements and after Developer is invoiced for the Public Improvements by City.
- iv. In order to better serve the area on and around the Property for future development, City will install the Public Improvements as recommended by the City's Public Works Department. Said proposed installation is shown on Exhibit C, attached hereto and incorporated by reference into this Agreement, in the highlighted red in color. City has the right to change the location of the Public Improvements as long as the changes will still serve the Water Improvements needed by Developer as outlined in Section 2(c). City shall be responsible for the costs of the Public Improvements to extend the water main in excess of the total length contained in Exhibit C as highlighted in the color blue to better serve the area for future development.
- v. City will use the current purchasing policy approved by the City Council and associated Administrative Policies in order to facilitate request for proposals, request for qualifications, request for bids, or written quotes to determine the lowest price qualified provider of materials and/or services. City will abide by all local, state, and federal laws and regulations including those regarding public works projects. Developer will be provided by City with all bids and/or quotes once they are opened in accordance with applicable law. Once the bids and/or quotes are provided to Developer, Developer will have three business days to provide City in writing with any legally justifiable reason why the lowest bidder pursuant to the current purchasing policy approved by the City Council or associated

Administrative Policies would not be acceptable. If Developer provides City with a legally justifiable reason in writing why the lowest bidder is not the most responsible or responsive bidder, City will move to the next lowest responsible bidder as determined by City and Developer.

- b. Funds Deposits: Developer agrees that any funds remitted to City under this Agreement may be commingled by the City with other funds deposited by the City from other sources. Further, any funds remitted by the Developer will gain no interest and the City shall determine where said funds are to be deposited.
4. Ownership in Work: Developer will have and will gain no ownership or other interest in Public Improvements in this Agreement.
5. Easements: Developer agrees to execute any easements and/or rights-of-way reasonably required by City in order to perform the work contemplated by this Agreement and in order for City to provide future maintenance on said work on the Property after the work is completed. Said easements will be provided by Developer to City at no cost and shall be made before the City commences work under this Agreement. City and Developer agree that City may need further easements and/or rights-of-way that allow for the extension of the Public Improvements contained in this Agreement. City and Developer agree to negotiate in good faith to allow City to acquire further easements from Developer to extend the Public Improvements to adjoining properties in the future.
6. Conflict of Interest: No salaried officer or employee of the City, and no member of the City Council, shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
7. Entire Agreement: This Agreement contains the entire Agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements. This Agreement may not be modified or amended other than in writing as agreed to by the Parties.
8. Default by Developer and Termination: If through any cause, the Developer shall fail to fulfill in timely and proper manner Developer's obligations under this Agreement, become insolvent, or if Developer shall violate any of the covenants, agreements or stipulations of this Agreement, the City shall deliver written notice of the same to Developer and if such failure or violation is not cured within ten days thereafter (or such longer period of time as is reasonably necessary so long as Developer begins to cure such failure or violation within such ten-day period and thereafter diligently pursues the same to completion), the City shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If City elects to terminate under this provision, Developer shall be responsible to City for all of City's actual costs in the Public Improvements up to and including the date of termination.
9. Default by City and Termination: If through any cause the City shall fail to fulfill in timely and proper manner City's obligations under this Agreement, become insolvent, or if City shall violate any of the covenants, agreements or stipulations of this Agreement, the

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10. Jurisdiction and Venue: This Agreement shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri.
11. Dispute: In the event that the City is the prevailing party in any litigation arising out of or relating to this Agreement, the City shall be entitled to all reasonable attorneys' fees and expenses incurred.
12. Liability: Nothing in this Agreement shall be construed to create any liability on behalf of the City for any direct, special, indirect, liquidated, punitive, or consequential damages. Developer agrees that the type of work to be performed under this Agreement will cause damage to Developer's Property and Developer agrees that the City shall not be liable for any damages caused to the Property outside of that necessary to complete the Public Improvements contemplated by this Agreement.
13. Independent Contractor: The Parties to this Agreement are separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties.
14. Execution: The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act ("ESIGN"). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.
15. Survival: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns as provided in this Agreement. The parties acknowledge and agree that the rights and benefits afforded Developer under this Agreement shall run with the Property and shall be enforceable by and for the benefit of any and all successor owners of the Property without further consideration to or consent by the City. The parties acknowledge and agree that at

the request of either party, a memorandum of this Agreement shall be duly executed by the parties and recorded in the real estate records of Greene County, Missouri; provided, however, this Agreement shall be binding and enforceable as between the City and any current or future owner of the Property without recording thereof.

16. Headings: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
17. Whereas Clauses: The “Whereas” clauses stated above are incorporated herein by reference.
18. Assignment: This Agreement may not be assigned by any party without the prior written consent of the other parties.
19. Sovereign Immunity: In no event shall any language or requirement in this Agreement 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, statutes, and/or laws.
20. Severability Clause: A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.
21. Contingent Upon Funds and Approval: This Agreement is contingent upon the City having sufficient funds available for the subject of this Agreement. Developer shall have no right of action against City in the event City is unable to perform its obligations under this Agreement as a result of insufficient funds. Further, this Agreement is subject to and conditioned upon approval by ordinance by the City Council.
22. Contract Documents: The Agreement shall consist of the following:
 - a. This Agreement;
 - b. Exhibit A – Legal description;
 - c. Exhibit B - Final engineering plans;
 - d. Exhibit C – Developer’s water main plans showing Developer’s proposed waterline location and responsibility in blue highlight and City’s proposed waterline location and responsibility in red highlights;
 - e. Exhibit D - Labor and equipment pay structure of City and Cost Estimate.
23. Notices: Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

to the City:	City of Republic, Missouri Attn: City Administrator 213 North Main Street Republic, Missouri 65738
--------------	---

to Developer: Convoy of Hope
2847 S Ingram Mill Rd, Ste A100
Springfield MO 65804

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

DEVELOPER/OWNER

Convoy of Hope

(Signature)

(Printed Name)

(Title)

STATE OF MISSOURI)
)ss.
COUNTY OF _____)

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

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

Notary Public

Print Name

My Commission expires: _____

(Notary Seal)

CITY OF REPUBLIC

David Cameron, City Administrator

Attest: Laura Burbridge, City Clerk

Approved as to Form:

Scott Ison, City Attorney

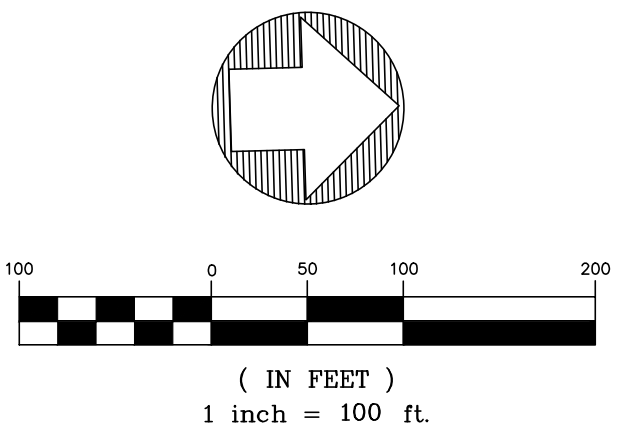
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PROPOSED WATER MAIN

~5549 LF TO BE REIMBURSED
 ~2237 LF CITY RESPONSIBILITY
 ~7786 LF TOTAL NEW 12" WATERMAIN

GENERAL NOTES:

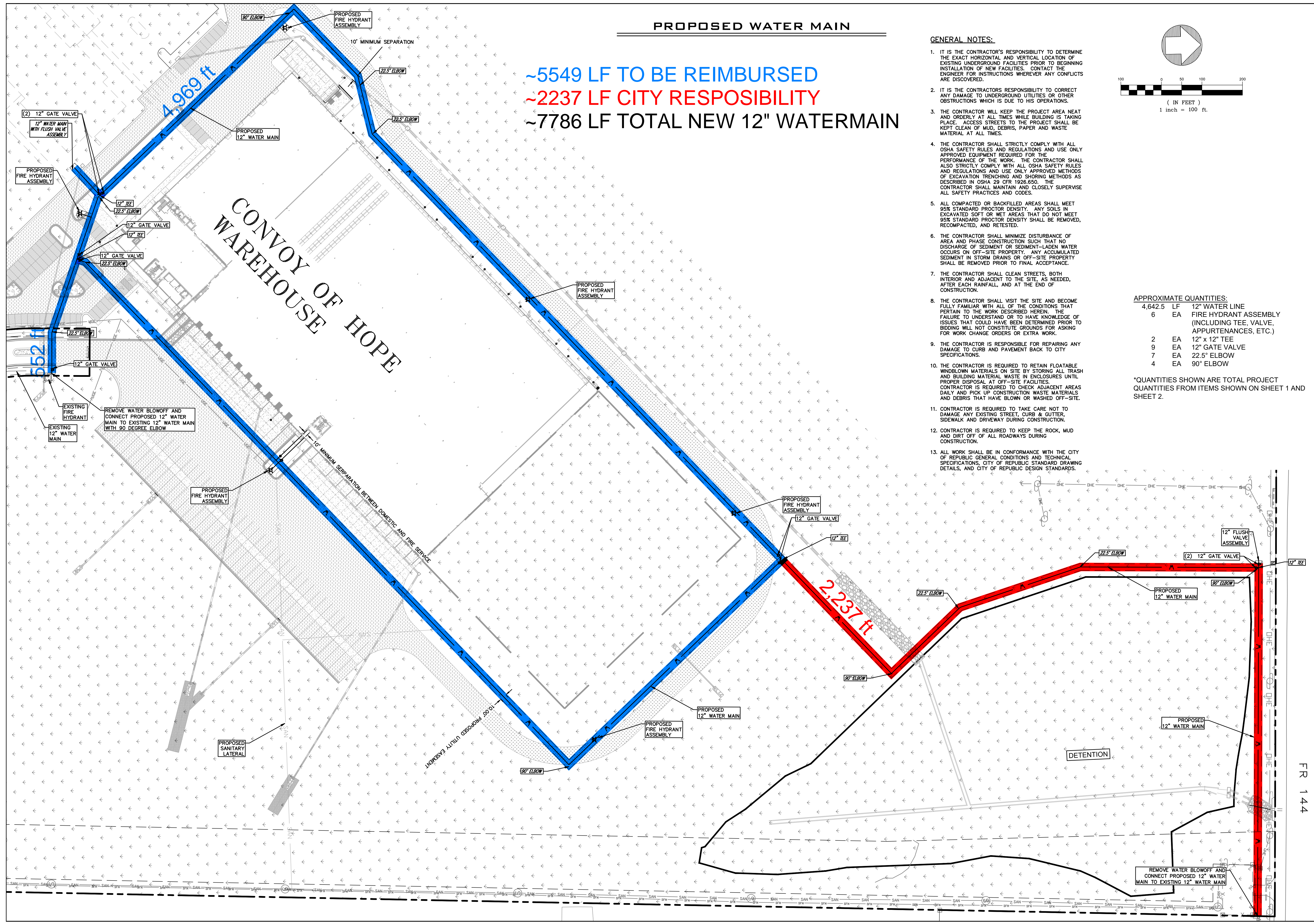
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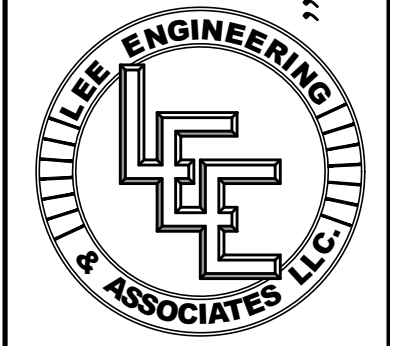


PROPOSED WATER MAIN EXTENSION

7136 W FR 144
 SPRINGFIELD, GREENE COUNTY, MISSOURI

Missouri State Certificate of Authority
 Engineering #2035015504
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LEE Engineering & Associates, L.L.C.
 1200 E. Woodhurst Dr., Suite D200
 Springfield, Missouri 65807
 417-886-9100 (phone)
 417-886-9336 (fax)
 lee@leeengineering.biz



"Engineering with Integrity"

FR 144

DATE: 2020-08-19
 SHEET: 1 OF 2
 PROJECT:
 FILE: C&H_360-MM_Site_Plan.dwg



AGENDA ITEM ANALYSIS

Project/Issue Name: 20-R-30 A Resolution of the City Council, of the City of Republic, Missouri, Authorizing the Purchase of Radios for the Police Department.

Submitted By: Jamie Burks, Lieutenant of Operations

Date: August 25, 2020

Issue Statement

To approve the placement of an order to purchase twenty-nine (29) Motorola portable radios for the Police Department.

Discussion and/or Analysis

The Republic Police Department would like to purchase twenty-nine (29) Motorola portable radios for the department from NRoute Enterprises, LLC. After demoing radios from the company bids received, it was determined that Motorola meets the department needs better than those of the other bidders. Due to the change being made by City Utilities in the fourth (4th) quarter of 2020, going from an 800 mhz system to a P25 communication system, we are forced to purchase new portable radios for our department, as our current radios, which are very antiquated, will not work with the new communication system.

The Finance Director has reviewed the department's 2020 budget and determined we have the funds available through the Capital Improvement Sales Tax and is recommending the purchase.

Recommended Action

Police Chief Brian Sells recommends approving the placement of an order to purchase twenty-three (23) Motorola APX 4000 portable radios and six (6) Motorola APX 8000 portable radios for the Police Department and additional equipment totaling \$85,816.20.

RESOLUTION NO. 20-R-30

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,
AUTHORIZING THE PURCHASE OF RADIOS FOR THE POLICE DEPARTMENT**

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

WHEREAS, due to changes being made to the County-wide radio system used by the Police Department and other departments, new radios must be purchased; and

WHEREAS, the City solicited sealed bids for the new Police Department and Animal Control Portable Radios and Accessories (herein called the “Project”); and

WHEREAS, four vendors provided duly submitted bids for the Project and the lowest bidder was Radio Communications Specialists for Kenwood radios, all bids being on file with the City Clerk; and

WHEREAS, although Radio Communications Specialists was the lowest bidder for Kenwood radios, after research and testing the radios from Kenwood and Motorola, the Police Department determined the radios from Motorola provided the best solution for the Police Department and the bid from NRoute Enterprises, LLC for Motorola radios and accessories was the most responsible; and

WHEREAS, although Council desires to accept the lowest bid, the requirements and needs of the City for the Project made the bid from NRoute Enterprises, LLC for Motorola radios the most responsible bid for the City; and

WHEREAS, Council finds this purchase is necessary for public safety and for the safety of the City’s employees as the current police radios are antiquated and will not work with the new County-wide radio system.

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

- Section 1. The submitted bid from NRoute Enterprises, LLC, attached hereto as “Attachment 1” and incorporated herein, is accepted for the Project at the unit prices shown thereon and not to exceed \$85,816.20.
- Section 2. The City Administrator, or designee, 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 take effect after passage as provided by law.


RESOLUTION NO. 20-R-30

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this 25th day of August 2020.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison
Date: 2020.08.19 15:12:19
-05'00', Scott Ison, City Attorney

Final Passage and Vote: _____

NRROUTE ENTERPRISES LLC
DEP FOR
MOTOROLA SOLUTIONS

B.H.
JUL 18 2020

IFB - POLICE RADIOS

BID OPENING 07/17/2020 @ 3:00 P.M.



CITY OF REPUBLIC

REPUBLIC POLICE DEPT ANIMAL CONTROL PORTABLE RADIOS AND ACCESSORIES

NROUTE

Item 16.
ENTERPRISES, LLC

EMERGENCY VEHICLE OUTFITTERS
COMMERCIAL VAN INTERIORS

Will Reynolds

C: 417.343.8886 • O: 417.731.2900
nroutellc.willr@gmail.com

6102 N. 23rd St • Ozark, MO 65721 • www.nroutellc.com

JULY 17, 2020

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

July 17, 2020
Lt. Jamie Burks
Republic Police Department
540 Civic Boulevard Republic Mo 65738
417-732-3964
jburks@republicmo.com

Subject: Invitation for Bid Response

Dear Lt. Burks,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide Republic Police Department with quality communications equipment, software, and services. Motorola's project team has taken great care to propose a solution to address your needs and provide exceptional value.

This proposal is subject to the enclosed responses, including all clarifications and exceptions, and the terms and conditions of the enclosed Communications Products Agreement. This offer remains valid for a period of ninety (90) days from the date of this letter. The City may accept this proposal by returning to Motorola a signed copy of the aforementioned Agreement.

As the industry's premier supplier of public safety solutions, Motorola possesses many unique capabilities to implement this project. Our state-of-the-art technology and successful deployment history allow us to provide effective solutions to your complex problems.

We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project. Questions or inquiries may be addressed to your Account Manager, Denise Gibbs, at 312-270-3935.

Sincerely,
MOTOROLA SOLUTIONS, INC.

Tony Kosiba
Area Sales Manager
Motorola Solutions, Inc. Phone: (402) 659-8848
Email: Tony.Kosiba@motorolasolutions.com

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SECTION 1

SYSTEM DESCRIPTION

With a rugged, easy-to-operate form factor and advanced voice and data features, Motorola Solutions' IP-enabled APX radios offer reliable, two-way communications for Republic Police Department's users in any type of environment. Every APX radio includes the following advanced software, hardware, and future-ready capabilities:

- Support for Project 25 (P25) and legacy infrastructures.
- Extreme audio profiles for chaotic, high-noise environments.
- Intuitive audio-visual signaling to increase personnel safety.
- Functions to enable easy operation.
- Easy radio programming.
- Rugged and robust testing standards.

When developing the APX platform, Motorola Solutions' product engineers met with personnel from public safety and law enforcement agencies to identify and design the specific functionality essential for mission-critical communications. Through that research and collaboration, every feature in the APX line has been designed with its users in mind—from the ruggedized form factor to the loudest, clearest audio.



OFFICER SAFETY & SECURITY

LEVERAGE EXISTING INVESTMENTS

DESIGNED FOR EVERY ENVIROMENT

EASE OF OPERATION & MANAGEMENT

Motorola Solutions' IP-enabled APX radios offer a full array of features and progressive technologies, and are the most sophisticated interoperable and rugged two-way radios on the market. Every APX radio includes the following advanced software, hardware, and future-ready features:

Support for Project 25 and Legacy Infrastructures

All APX radios are compatible with P25 Phase 1 and Phase 2 standards for analog and digital trunking, and support the P25 interoperability features from both Motorola Solutions and other manufacturers. They also operate on analog conventional, Project 25 conventional, and Project 25 trunking systems, as well as systems using

testing a new unit each time. This ensures that the radios perform to specification regardless of the amount and type of abuse they receive.

Emergency Call Termination

APX radios allow users to remotely clear an emergency status, keeping operations efficient by quickly dealing with accidental activation or the late clearing of emergencies. This allows Republic Police Department's users to stay focused on other critical tasks instead of getting distracted or interrupted with continued emergencies.

Data Modem Tethering over Wi-Fi

This feature allows Republic Police Department's APX radios to route data through an LTE modem, speeding up data transmissions and offloading data traffic from the network. Voice and data are carried faster over an LTE network, allowing users to experience a higher quality of service for daily operations. This feature is available to the APX 8500 mobile radio and all Wi-Fi capable portable radios.

APX Instant Recall

The Instant Recall feature allows Republic Police Department's users to replay their last received voice call, increasing system efficiency and reducing repeat transmissions. Calls containing detailed information (such as addresses, license plates, or phone numbers) will be stored on the APX device (up to 60 seconds) to be replayed whenever necessary.

Radio Inhibit Over ISSI 8000

Radio Inhibit Over ISSI 8000 helps mitigate the potential security risks of important communications falling into the wrong hands. This feature allows users to deactivate lost or stolen radios that have roamed outside Republic Police Department's system through the ISSI interface, giving greater control of user radios.

1.1 APX SERIES UNIQUE DIFFERENTIATORS AND UNIQUE VALUE

APX series radios are our fourth generation of digital two-way radios designed by and for first responders. The platform was launched in 2010 and has been recently refreshed in 2020 with platform enhancing capabilities and life-cycle extension. The APX series of radios lead the industry in terms of performance specifications for both radio coverage performance and audio quality. APX radios are fully compliant with the P25 standards of which Motorola Solutions was instrumental in helping to develop over the years. In addition, our radios are tested to the standard at the DHS-accredited P25 Compliance Lab located in Plantation, FL at the Motorola Solutions design center where APX radios are architected, designed, and tested.

It is important to note, however, that the P25 standards are a floor and not a ceiling in terms of defining the minimum requirement for compliance. While the P25 standard offers the great benefit of interoperable communications, it does not address standards for ruggedness, audio quality, ergonomics, safety features, and the overall value that a radio should provide to an end user and an agency. APX radios set the standard in ruggedness and durability with its nearly indestructible

radio, resulting in no “shut-down” times. GPS Outdoor Personnel Tracking enables each radio user’s location to be shared, resulting in more efficient task assignment and enhanced radio user safety. Mission Critical Wireless Bluetooth allows the radio to connect quickly and securely with remote speaker microphones, surveillance kits, and the LEX L10 Mission-Critical LTE Handheld for remote radio control. Off-the-shelf Bluetooth audio and data accessories are also supported on all APX 8000 radios.

- **Hear and be Heard More Clearly** – First responders and other critical personnel must be able to communicate and coordinate their actions even in chaotic, high-noise environments. An adaptive audio engine and ultra-loud speaker enable the radio to automatically adjust to consistently produce the loudest and clearest audio in any environment. Adaptive dual-sided operation uses beam-forming technology to allow the radio user to speak into either side of the radio. Adaptive noise suppression adjusts the audio algorithm to cancel out the background noise as it changes in the radio user’s environment. Adaptive speaker equalization automatically adjusts the 3 Watt loud speaker settings based on volume selection to optimize sound for the talker’s authenticity and speech intelligibility at low or high volumes. Adaptive Windporting engages a third microphone to cancel out wind noise.
- **Comfortable Design** – This compact, rugged, and secure radio has been made with the user’s comfort in mind. The familiar look and feel of the APX 8000 was modeled after Motorola Solutions’ award winning APX 6000 radio design, and enhanced with the RF band access of the APX 7000. A flexible all-band antenna bends easily while the radio user is moving around on the job, ensuring the antenna never gets in the way of doing their job.
- **Rugged, Robust, and Reliable Design Features** – The APX 8000 portable radio is ready for unpredictable environments by incorporating the most durable features to ensure radio functionality. Water-Tight Seal protects the radio’s interior from water intrusion, even if the outer housing is breached, with a shock- absorbing aluminum alloy endoskeleton. The IP 68 standard rating ensures that the APX 8000 can withstand 2 meters of water submersion for 2 hours. The Delta-T option can be added on to this radio to ensure it can withstand 2 meters of water submersion for 4 hours. Drop-Resistant Dual Battery Latch protects the radio from resetting, powering off, or ejecting the battery upon impact from being dropped. Tempered Glass Display protects the radio’s color display user interface from scratches, impact, and pressure.
- **Secure Communications** – The APX 8000 is designed to secure and protect voice and data information from unwanted intruders. Multiple Hardware Encryption Algorithms (ex: AES, DES, ADP with up to 128 keys) ensure that sensitive information stays protected from scanners and eavesdroppers. Over-the-Air Re-Keying (OTAR) offers the ability to efficiently rekey and update encryption keys of fielded radios over time. P25 Radio Authentication ensures that only valid users can access the system and all sensitive information. Two-Factor Authentication allows users to securely log in to query databases.

With multi-mode access to all four major P25 bands, APX 8000 series radios know no limits when it comes to interoperability. You can work seamlessly with virtually any agency on any P25 system—and all from a single radio. Stay connected further with the high-power configuration of the APX 8500 mobile. And if that isn’t enough – APX 8000 series radios can reroute your P25 communication over available broadband networks and keep you connected when outside of P25 coverage. Whether you’re frantically yelling for backup or quietly whispering for assistance, you



1.3 APX 4000 PORTABLE RADIOS

The APX 4000 delivers all the benefits of P25 technology in the smallest P25 Phase 2 portable in the industry. Easy to use, tough as nails, and a hard value to beat for public safety first responders for fast, interoperable communications. Durable enough to withstand dust, heat, shock, and submersion, the APX 4000 is IP67 and MIL- STD certified. It's packed with key features to help keep users safe, like mission-critical wireless, two-microphone noise suppression, GPS outdoor location, and AES encryption.



Motorola Solutions' APX 4000 is the smallest and lightest P25 Phase 2 TDMA capable portable radio in the industry, created specifically for personnel responding to natural disasters or public safety issues. It provides users with a feature-rich portable radio with a unique form factor in a compact and rugged design.

Designed to accommodate rugged and extreme environments, the APX 4000 has enhanced safety features in a simplified, compact design. Some of its standard features and benefits are identified below:

- ◆ **Improved Efficiency and Safety** – Supports Integrated Voice and Data (IV&D) capabilities to enhance the efficiency and safety of Republic Police Department's users through various data applications (Over-the-Air Programming (POP25), Text Messaging).
- ◆ **Excellent Audio Qualities** – Coordination and communication efforts are intelligible in high-noise environments due to high-spec RF performance capabilities. Dual-sided two-microphone noise-canceling technology ensures clear audio. An AMBE digital voice vocoder provides unmatched speed and voice quality, while reducing costs by requiring less data, memory and power consumption.
- ◆ **Rugged Housing and Internal Components** – Rugged-design features include submersible IP67 standards with the option to upgrade to a rugged housing (2 meters, 2 hours). This feature ensures radio functionality even when immersed in water; Meets all applicable MIL-STD-810C, D, E, F and G standards for withstanding dust, heat, shock, and drops, making it the most reliable portable radio in any situation.

You need P25 technology and you need the legendary reliability and performance of an APX radio, but you may not need all the features of a high tier radio. The APX 4000 radios seamlessly connect agencies and departments throughout your city for fast, interoperable communications. Built on a rugged, reliable platform, the APX 4000 is engineered to survive in the real world, with a screen made from tough Gorilla Glass. Equipped with dual microphones, noise cancellation and powerful audio processing the APX 4000 delivers great audio in noisy conditions. But we know it's not just about the audio and reliability, which is why we also included advanced features - like hardware-based encryption, Mission-Critical Bluetooth, GPS location-tracking and IMPRES smart battery support.

SECTION 2

EQUIPMENT LIST

Item Number	Description	Unit Price	Extended Price	Qty
APX™ 8000 Series	APX8000	\$4,796.80	\$28,780.80	6
Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)			6
H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5			6
QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA*			6
Q806CB	ADD: ASTRO DIGITAL CAI OPERATION			6
Q361AN	ADD: P25 9600 BAUD TRUNKING			6
Q58AL	ADD: 3Y ESSENTIAL SERVICE			6
QA05509AA	DEL: DELETE UHF BAND			6
QA09001AB	ADD: WIFI CAPABILITY			6
H38BS	ADD: SMARTZONE OPERATION			6
PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	\$97.80	\$586.80	6
NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$99.00	\$594.00	6
PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	\$45.60	\$1,048.80	23
APX™ 4000 Series	APX4000	\$2,212.80	\$50,894.40	23
Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)			23
H51UCF9PW6AN	APX 4000 7/800 MHZ MODEL 2 PORT			23
QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA*			23
QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM			23
H885BK	ADD: 3Y ESSENTIAL SERVICE			23
NNTN8128BR	BATT IMPRES LIION 2000T	\$70.20	\$1,614.60	23
PMMN4099CL	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	\$79.20	\$2,296.80	29
Grand Total: \$85,816.20				



- Six (6) radios and accessories should be P25 dual band 7/800 and VHF radio, GPS outdoor location and AES encryption capable. These six radios must be able to operate on all of the Missouri Statewide Interoperability Network (MOSWIN) compatible.

MOTOROLA SOLUTIONS RESPONSE

Motorola acknowledges and we have complied to this requirement.

- Multikey for interoperability purposes.

MOTOROLA SOLUTIONS RESPONSE

Motorola acknowledges and radios are capable of multikey.

- Radios must have the ability to do Location over GPS on Push-to-Talk and display in existing PremierOne Mobile and CAD clients,

MOTOROLA SOLUTIONS RESPONSE

Motorola acknowledges and radios are capable of GPS and location on Push-to-Talk.

- All twenty-nine radios must be Public Safety grade and have the following minimum features and functions:
 - Radios quoted must be FIPS 140-2 Level 3 Secure
 - Radios quoted must be capable of Over the Air Programming/Over the Air Rekeying
 - Black in color.
 - Audio accessory; shoulder speaker mic (shoulder mic)
 - Two (batteries)
 - Desktop Charger
 - Antenna
 - Belt clip
 - Minimum of three (3) year warranty
 - Rotary on/off/volume control knob (handheld radios)
 - Alphanumeric display with a minimum of eight (8) characters
 - Minimum three channel banks with sixteen channels in each bank
 - Push to Talk (PTT) button
 - Back lighting of display
 - Emergency operation with activation button on the radio
 - Proposed radio shall operate 700/800MHz frequency band



SECTION 3

FORMS

The following forms have been completed by Motorola and included in the proposal:

- Attachment A – Bid Submission Form




ATTACHMENT A - BID SUBMISSION FORM

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Item	Bid Form	Price
<p>Base Bid</p>	<ul style="list-style-type: none"> Please refer to the quantities, accessories, and specifications in the attached Bid Specifications. <p>Please note any of the following:</p> <ul style="list-style-type: none"> Any other requests or responsibilities of the City of Republic for this project. <p>*Please see equipment list in Section 2 for unit price and extended price</p>	<p><u>\$ 85,816.20</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 – Police Radios</p> <p>213 N Main St., Republic, MO 65738</p>	
	<p>Company Legal Name: Motorola Solutions, Inc.</p>
<p>Telephone: 402 659 8848</p>	<p>Address: 500 W Monroe Street, Ste 4400 Chicago, IL 60661-3781</p>
<p>Facsimile:</p>	<p>Signed  Dated 10-JUL-20</p>
<p>E-mail: tony.kosiba@motorolasolutions.com</p>	
<p>Cellular:</p>	<p>Printed Title AREA SALES MANAGER</p>
	<p>Bidders Federal ID Number: 361115800</p>

To be submitted with Vendor's Bid (MUST BE COMPLETED)

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

We TAKE exception to the IFB Documents/Requirements as follows (MUST SPECIFY EXCEPTIONS):

CITY OF REPUBLIC STATEMENT OF "NO BID" * ADDENDA

Bidder acknowledges receipt of the following addendum:

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

Addendum No. ____

Addendum No. ____

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

Addendum No. ____

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

Addendum No. ____

Addendum No. ____

____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

Print Email tony.kusiba@motorol-solutions.com

Print Federal Tax ID No. 361115800

SECTION 4

CONTRACTUAL DOCUMENTATION

Motorola's clarifications and communications products agreement are attached in the following pages.



City of Republic, MO ("City")
Invitation for Bid ("IFB")
Republic Police Department and Animal Control
Portable Radios and Accessories
Bid Designation: Public

Item 16.

Radio and Accessory Purchase - CLARIFICATIONS

Motorola Solutions is offering portable radios and accessories ("Equipment") as a capital expenditure purchase / sale of goods and related software licensing. For the Equipment offering, Motorola Solutions proposes the terms and conditions of the Communications Products Agreement ("CPA"), along with the clarifications in the table below applicable to the Equipment sale in response to the IFB.

Section/ Subsection #	[Section Name]
	<u>Instruction to Bidders</u>
Section 10	<p>Motorola Solutions acknowledges the right of the City to investigate the ability of Motorola Solutions to deliver the goods requested, however, it proposes to clarify the scope of review to (1) allow commercially reasonable notice to Motorola Solutions in the event of a City inspection; (2) include only directly pertinent books and records for the purpose of verifying performance in accordance with the terms of the contract; (3) provide for a procedure for City to conduct examination of records; and (4) preserve the right to protect its cost and pricing data, which is proprietary and confidential to Motorola Solutions. Motorola Solutions proposes to modify the language in Section 10 (The Right to Audit) as follows:</p> <p>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. <u>The City shall have the right to inspect Motorola's books and records that are pertinent for the purpose of verifying performance in accordance with the terms of the Contract. After the City provides thirty (30) days written notice, the City may send a representative to a Motorola facility during normal business hours to conduct such review, or at the City's request, Motorola shall provide copies of the specific documents to the City's location for review. Motorola's books and records provided to the City pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the expressed written consent of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola business operations, nor will Motorola be required to disclose any information, including, but not limited to product cost data, which Motorola considers confidential or proprietary to Motorola.</u></p> <p>a. The cost of any audit will be paid by the City. b. 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.</p>
Section 16	<p>Motorola Solutions proposes to clarify the liability and indemnity provision to (1) apply mutually; exclude violations of Motorola Solutions' intellectual property rights from the City's total cap on liability; and (3) bind risk and provide more favorable pricing to the City. Motorola Solutions proposes to modify Section 16 (Liability and Indemnity) as follows:</p> <p>16. Liability and Indemnity:</p> <p>a. In no event shall the City be liable for special, indirect, liquidated, incidental, or consequential</p>

awarded against the City by a court of competent jurisdiction for an Infringement Claim or agreement, in writing, by Motorola in settlement of an Infringement Claim.

If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for the City the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant the City a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with the City's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by the City to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to the City extend in any way to royalties payable on a per use basis or the City's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from the City from sales or license of the infringing Motorola Product.

This Section provides the City's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. The City has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section are subject to and limited by the restrictions set forth in the limitation of liability section.

Section 38

Motorola Solutions proposes to clarify the termination for non-appropriation provision to allow for (1) payment for goods received up to the point of termination and (2) commercially reasonable notice given to Motorola Solutions in the event of non-appropriation of funds. Motorola Solutions proposes to modify Section 38 (Budgetary Constraints) as follows:

38. 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. If, however, the funds appropriated in any fiscal period are insufficient for any payment by the City due hereunder, the contract will terminate on the last day of the period for which appropriations were received. Such termination will be without penalty or expense to the City. The City shall give written notice to Motorola Solutions of insufficient funding as soon as practicable after the City becomes aware of such insufficiency.

Additional Terms and Conditions

Motorola Solutions respectfully proposes the terms and conditions of the Communications Products Agreement, attached hereto and incorporated herein as Exhibit A ("CPA"), with the foregoing clarifications provided in the IFB.

Exhibit A

COMMUNICATIONS PRODUCTS AGREEMENT

Motorola Solutions, Inc. ("Motorola") and _____ ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Products, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1 EXHIBITS. The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

- Exhibit A Motorola "Software License Agreement"
- Exhibit B Motorola Proposal/Quote dated _____

1.2. Customer may elect to purchase professional or subscription services in addition to the Products and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addendums will be labeled with the name of the service being purchased.

1.3 In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through B will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Confidential Information" means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this agreement are considered Confidential Information. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the Products, excluding applicable sales or similar taxes and freight charges.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the equipment listed in the List of Products that Customer purchases from Motorola under this Agreement.

3.5. **MAINTENANCE SERVICE.** This Agreement does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Motorola which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

If this Agreement includes the performance of services, the statement of work will describe the performance schedule.

Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$_____.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer for Products when they are shipped and for services when they are performed. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

8.4. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

8.5. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.6. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DELAYS

9.1 Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

Section 10 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

10.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the Products are delivered.

10.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

10.3 **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

10.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the State in which the Products are delivered. Each Party irrevocably agrees to submit to

12.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

12.2.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 LIMITATION OF LIABILITY

Except for personal injury, death or damage to tangible property, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1. CONFIDENTIAL INFORMATION.

14.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this agreement. All deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain

affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.3 WAIVER. Failure or delay by either Party to exercise any right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

15.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

15.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement only as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

15.6. HEADINGS AND SECTION REFERENCES; CONSTRUCTION. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

15.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

15.9 COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the Products or services. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the Products or services before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

15.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in

EXHIBIT A
MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and the Town of _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2. Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

Exhibit B

Motorola Proposal dated 07/17/2020



City of Republic - Invitation for Bid

Republic Police Department and Animal Control Portable Radios and Accessories

SEALED BIDS MUST BE PHYSICALLY RECEIVED AT REPUBLIC CITY HALL PRIOR TO 3:00 P.M. On **Friday, July 17, 2020**.

City of Republic
C/O City Clerk, Laura Burbridge
213 N. Main
Republic MO 65738

- Bids will be opened by the buyer at REPUBLIC CITY HALL AT 3:00 P.M. On **Friday, July 17, 2020**.
- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- 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 purchase order resulting from this 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.
- **Respondents shall have experience in providing radios and accessories to public safety and public service user.**
- **City Utilities of Springfield Missouri will need to evaluate the equipment and programming software.**
- **The system these radios will be operating on will be a Motorola Simulcast system.**
- **Any purchase will be subject to approval by Republic City Council.**

DESCRIPTION

Republic Police Department and Animal Control Portable Radios and Accessories for the Republic Police Department and Animal Control

See attached General Conditions, Specifications, and Bid Form for detailed information.

DELIVERY: F.O.B. DESTINATION - The articles to be furnished hereunder shall be delivered all transportation charges paid by the bidder to destination.

Inquiries - All inquiries for information should be directed to:

Jamie Burks (Republic Police Department)

Phone: (417) 732-3964

It is the intent of the City that this Invitation for Bid promotes competitive bidding. It shall be the Vendor's responsibility to advise the City if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. 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 date.

INSTRUCTION TO BIDDERS

01. Opening Location: The Bid will be opened at the Republic City Hall 213 N. Main at 3:00 P.M. ON Friday, July 17, 2020.

- a. All bidders or their representatives are invited to attend the opening of the IFB.

02. IFB Delivery Requirements: Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to Republic City Hall for receipt on or before the due date and time indicated.

- a. If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to Republic City Hall.
- b. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected.
- c. Arrangements may be made for their return at the bidder's request and expense.
- d. Bids may be mailed to Republic City Hall and accepted if the signed bid form and required information was mailed and received prior to the due date and time.
- e. Bids sent by email will not be accepted.

Sealed and Marked: If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the **IFB project name.**

clearly indicated on the outside of the mailing envelope and addressed to.

**City of Republic
C/O City Clerk, Laura Burbridge
213 N. Main
Republic MO 65738**

03. Legal Name and Signature: Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual).

- a. Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page.
- b. The signer shall have the authority to bind the company to the submitted Bid.
- c. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.

04. Corrections: No erasures are permitted.

- a. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it.
- b. Corrections must be initialed by the person signing the Bid.

05. Clarification and Addenda: Each bidder shall examine all Invitation for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents.

- a. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Invitation for Bid shall be made through the listed City contact in writing or through email.
- b. The City of Republic shall not be responsible for oral interpretations given by any City employee, representative, or others.
- 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 contact listed City contact with questions or inquiries.

06. IFB Expenses: There is no expressed or implied obligation for the City of Republic to reimburse responding firms and the City will not reimburse for any expenses incurred in preparing responses to this request.

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 90

days to sell 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.

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 Invitation for Bid. 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.
- a. 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 cost of any audit will be paid by the City.
 - b. 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.
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.
- a. 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:** 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 may 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:** By offering a submission to this Invitation for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to this IFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this IFB:
- 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 for this Bid 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 the contract to be entered into.
 - e. No person or agency has been employed or retained to solicit or secure this contract 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 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 this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract. The City is not allowed and will not agree to indemnify a company.
17. **IFB Forms, Variances, and Alternates:** Bids must be submitted on attached City IFB forms, although additional information may be attached.
 - a. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance.
 - b. 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. The bidder must state the price, written in ink, for what is proposed to complete each item of the project.
 - b. Bidders shall insert the words "no bid" in the space provided for an item for which no Bid is made.
 - c. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.
19. **Modifications or Withdrawal of Bid:** A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids.
 - a. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid.
 - b. 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 or their authorized representatives 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. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.
22. **Prices:** Bid give 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 Seller, at their own expense, shall transport the equipment and/or materials and bear the risk of loss from Sellers location to a specified location in the City of Republic, MO 65738. Buyer shall not take title to the materials or equipment until it is delivered and accepted by Buyer 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.
- a. The price as shown on the Bid shall be the price used in determining 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 other than the manufacturer specified when an "or equal" is 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. **Samples (if required): (NOT APPLICABLE)**
27. **Quality Guaranty:** If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same.
- a. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.
28. **Quality Terms:** The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.
29. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990. If the bidder believes he City would be responsible for any taxes, those must be specifically listed in the bid along with the amount of the taxes.
30. **Awards:**
- a. Unless otherwise stated in the Invitation for Bid, 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 of items, all or none or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.
 - c. Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Invitation for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.
31. **Authorized Product Representation:** The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product.
- a. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.
32. **Regulations:** It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.
33. **Termination of Award:** Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award.

- a. Any Bid may be rejected in whole or in part for any reason by the City.
34. **Royalties and Patents:** The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished.
- a. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.
35. **Equal Employment Opportunity Clause:** The City of Republic, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.
36. **Nonresident/Foreign Contractors:** The Contractor shall procure and maintain during the life of this contract:
- a. If the Contractor is a foreign corporation, 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.
37. **Bid Tabulation:** Bidders may request a copy of the bid tabulation of the Invitation for Bid.
38. **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.
39. **Additional Purchases by Other Public Agencies:** The bidder by submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance Form.
40. **Order of Precedence:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.
41. **Inspection and Acceptance:** No item(s) received by the City pursuant to this contract shall be deemed accepted 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 Seller upon inspection may be returned at the seller's expense for full credit or replacement.
- b. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement.
- c. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.
42. **Davis-Bacon Act:** If the Instructions to Bidders have indicated that the Project is financed in whole or in part from Federal funds, then this contract 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 Contract. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed under this Contract, the Contractor and all Subcontractors shall pay the greater of the wages required under either law.
43. **Jurisdiction and Venue:** This IFB and any Agreement required under it, 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.
44. **Conflict of Interest:** In participating in this IFB and accepting an Agreement, Contractor certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor, 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.
45. **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, statutes, and/or laws.

46. **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 bid 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 bid 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

This Invitation for Bid (IFB) is for the proposed portable radios and accessories for the Republic Police Department and Animal Control to include the following:

The Republic Police Department intends to purchase and deploy portable radios (P25 interoperability) with battery and accessories, that will be used on a county wide communications system. The county-wide trunked radio system is in the process of being P-25 upgraded and the 9-1-1 Emergency Communications trunked radio system will tie into the Missouri Statewide Interoperability Network (MOSWIN) state-wide radio network. City Utilities of Springfield Missouri will need to evaluate the equipment and programming software.

The system these radios will be operating on will be a Motorola Simulcast system.

Supply a total of twenty-nine (29) portable radios that are compatible with the APCO Project 25 Phase One operation.

- Twenty-three (23) radios and accessories should be P25 7/800 band IP67 and MIL-STD certified radio with two-microphone noise suppression, GPS outdoor location and AES encryption capable
- Six (6) radios and accessories should be P25 dual band 7/800 and VHF radio, GPS outdoor location and AES encryption capable. These six radios must be able to operate on all of the Missouri Statewide Interoperability Network (MOSWIN) compatible
- Multikey for interoperability purposes.
- Radios must have the ability to do Location over GPS on Push-to-Talk and display in existing PremierOne Mobile and CAD clients,
- All twenty-nine radios must be Public Safety grade and have the following minimum features and functions:
 - Radios quoted must be FIPS 140-2 Level 3 Secure
 - Radios quoted must be capable of Over the Air Programming/Over the Air Rekeying
 - Black in color.
 - Audio accessory; shoulder speaker mic (shoulder mic)
 - Two (batteries)
 - Desktop Charger
 - Antenna
 - Belt clip
 - Minimum of three (3) year warranty
 - Rotary on/off/volume control knob (handheld radios)
 - Alphanumeric display with a minimum of eight (8) characters
 - Minimum three channel banks with sixteen channels in each bank
 - Push to Talk (PTT) button
 - Back lighting of display
 - Emergency operation with activation button on the radio
 - Proposed radio shall operate 700/800MHz frequency band
 - Proposed radios shall be compatible and meet all mandatory requirements for APCO Project 25 Phase 1 operation.
- MIL 810 C, D, E, F and G standards for shock, vibration, salt, fog, and rain, and IP67 minimum for dust and immersion in water

ATTACHMENT A - BID SUBMISSION FORM

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Item	Bid Form	Price
<p>Base Bid</p>	<ul style="list-style-type: none"> Please refer to the quantities, accessories, and specifications in the attached Bid Specifications. <p>Please note any of the following:</p> <ul style="list-style-type: none"> 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 – Police Radios</p> <p>213 N Main St., Republic, MO 65738</p>	
	<p>Company Legal Name:</p>
<p>Telephone:</p>	
<p>Facsimile:</p>	<p>Address:</p>
<p>E-mail:</p>	<p>Signed Dated</p>
<p>Cellular:</p>	<p>Printed Title</p>
	<p>Bidders Federal ID Number:</p>

To be submitted with Vendor's Bid (MUST BE COMPLETED)

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

____ We TAKE exception to the IFB Documents/Requirements as follows **(MUST SPECIFY EXCEPTIONS)**:

CITY OF REPUBLIC STATEMENT OF "NO BID" * ADDENDA

Bidder acknowledges receipt of the following addendum:

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

Addendum No. ____

Addendum No. ____

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

Addendum No. ____

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

Addendum No. ____

Addendum No. ____

____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PREFORM.

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
Z13NHAIN
REPUBLIC MO 6573B

Missouri Tax ID
Number: 12492990

Effective Date:
07/11/2006

Your application for sales / use tax exemption is LaLupshacs been approved
persuant to whention 144+ II.SNJ.1, RSP o. This setl:esr—:z—1-> su esd a
documental:tpolyourmexeptstalus.

Purchases by your Agency are not subject to sales tax

It is within the conduct of your Agency's normal business activities
and activities. When purchases are made with this exemption, you shall
send a copy of this letter to your vendors. This exemption may not
be used by individuals for 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 is using the exemption certificate to certify the

contractor makes purchases in compliance with the provisions
of section 6.06, RSM.o.

Sales by your Agency are subject to all applicable state and local sa
les 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 shall cease to be
valid. This exemption is not assignable or transferable. It
is an exemption from sales and use taxes 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: Republic Police Department – Radio Upgrade

Project Location: 540 Civic Blvd. Republic, Missouri Estimated

Project Completion Date: October 01, 2020

Auth. Signature: ,Mayor Jeff Ussery 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.



AGENDA ITEM ANALYSIS

Project/Issue Name: 20-R-31 A Resolution of the City Council of the City of Republic, Missouri, Awarding the Final Design of the Wastewater Treatment Plant, State Revolving Fund Assistance, and Wastewater Collections System Upgrade Design, and Authorizing the Related Task Order No. 10.

Submitted By: Andrew Nelson, Republic BUILDS Director

Date: August 25, 2020

Issue Statement

To award Burns & McDonnell Final Design of the Wastewater Treatment Plant, State Revolving Fund assistance, and wastewater collections system upgrade design

Discussion and/or Analysis

The City of Republic requested qualifications for the final design of expansions and upgrades for the Wastewater Treatment Plant (WWTP) and wastewater collections capital improvement projects (CIPs) in accordance with our adopted Masterplans. These upgrades are necessary to achieve compliance with Missouri Department of Natural Resources, as well as to accommodate future growth over the next 20 years. In addition to Final design of the WWTP and collection system upgrades, the City also requested for firms to assist in applying for State Revolving Fund (SRF) loan in order to make the upgrades required.

The City received proposals from Burns & McDonnell and Cochran Engineering. Each firm was scored, and Burns & McDonnell was selected based off of scoring.

Burns & McDonnell has submitted Task Order No. 10 to cover the requested services, with a total payment maximum not to exceed of \$2,377,500. The scope of services includes:

- 9.1 Project Management & Coordination
- 9.2 Data Acquisition
- 9.3 WWTP Preliminary Design
- 9.4 WWTP Final Design Phase 1
- 9.5 SRF application & permitting support
- 9.6 Wastewater Collection CIP #9 Preliminary Design
- 9.7 Wet Weather Storage Feasibility Study

Recommended Action

Staff recommends approval.

RESOLUTION NO. 20-R-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,
AWARDING THE FINAL DESIGN OF THE WASTEWATER TREATMENT PLANT, STATE
REVOLVING FUND ASSISTANCE, AND WASTEWATER COLLECTIONS SYSTEM
UPGRADE DESIGN, AND AUTHORIZING THE RELATED TASK ORDER NO. 10**

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

WHEREAS, the City, in Resolution 18-R-11, selected Burns & McDonnell Engineering Company, Inc. as the company to complete the water, wastewater and stormwater portions of the comprehensive plan; and

WHEREAS, during the comprehensive plan review and other related reviews, it was determined the need exists in the City for a new wastewater treatment plant; and

WHEREAS, the City solicited, through a request for qualifications, professionals to assist with wastewater treatment facility & collection system final design engineering (herein called the “RFQ”); and

WHEREAS, two proposals were received through the RFQ and after scoring each firm, Burns & McDonnell Engineering Company, Inc., was selected based upon the scoring; and

WHEREAS, in order to continue the process of engineering and to build a new wastewater treatment plant, a further task order is needed; and

WHEREAS, the Council finds the selection of Burns & McDonnell Engineering Company, Inc for engineering services, and the addition of this related task is needed and necessary for the future of the City.

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

Section 1. Burns & McDonnell Engineering Company, Inc., is selected for the final design of the wastewater treatment plant, State Revolving Fund assistance, and wastewater collections system upgrade design.

Section 2. The City Administrator or designee, on behalf of the City, is authorized to enter into a Task Order Engineer-Owner Agreement, Task Order No. 10, with Burns & McDonnell Engineering Company, Inc., in the amount not to exceed \$2,377,500.00, for services related to the wastewater treatment plant, said Agreement to be in substantially the same form as “Attachment 1.”.

Section 3. The City Administrator or designee, on behalf of the City, is authorized to take the necessary steps to execute this Resolution.

Section 4. The whereas clauses are hereby specifically incorporated herein by reference.

Section 5. This Resolution shall take effect after passage as provided by law.


RESOLUTION NO. 20-R-31

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this 25th day of August 2020.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison
Date: 2020.08.19 16:15:25
-05'00', Scott Ison, City Attorney

Final Passage and Vote: _____

**TASK ORDER FOR
ENGINEER-OWNER AGREEMENT**

Task Order No. 10

This Task Order is entered into and authorized by Owner this _____ day of August 2020, by and between City of Republic, Missouri (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER).

The parties agree that the ENGINEER shall perform the following Services in accordance with the terms of the Engineer-Owner Agreement dated February 6th, 2018:

Scope of Services:

- A. Engineering services related to preparation of preliminary design for CIP No. 9 from the Existing and Future Condition Assessment Technical Memorandum dated January 14, 2020.
- B. Engineering services related to preparation of conceptual design for storage solutions in the collection system not previously considered in the Existing and Future Condition Assessment Technical Memorandum dated January 14, 2020.
- C. Engineering services related to preparation of final design of approved wastewater improvements, support in coordinating state revolving loan fund application, and participation in public outreach meetings associated with state revolving loan fund requirements. Task Order 10, Exhibit B (attached) provides a defined scope of services for this Task Order. Design will include the following from the Wastewater Treatment Plant Technical Memorandum by Burns & McDonnell dated January 14, 2020:
 - 1. Headworks: screening, grit removal, wet weather pumping
 - 2. Secondary Treatment Phase 1: rehabilitation of Aeration Complex No. 2, expansion of selector basin, construction of the fourth final clarifier, and chemical feed
 - 3. Secondary Treatment Phase 2: rehabilitation of Aeration Complex No. 1
 - 4. Tertiary Filtration: retrofit existing traveling bridge sand filters with disc filter technology
 - 5. Disinfection: replace existing medium pressure ultraviolet disinfection with high pressure low output technology in existing chlorine contact basins
 - 6. Solids Handling: addition of a fourth aerobic digester and sludge dewatering facility adjacent to new Administration Building
 - 7. Administration Building: include control room, meeting/break room, restroom, shower, laundry, office, storage, electrical room, process area, and covered dumpster area

Compensation:

A. Amount of Payment:

- 1. For Services performed, OWNER shall pay ENGINEER as follows:
 - a. For time spent by personnel, payment at the hourly rates indicated in the attached Exhibit C, "Schedule of Hourly Professional Service Billing Rates" Form BMR920. Such rates include overhead and profit. The rate schedule is effective to December 31, 2020, and will be increased annually thereafter.

- b. For photocopy, telephone, fax, normal computer usage and computer-aided drafting (CAD), and mail, a technology charge per labor hour as specified on the rate schedule in effect at the time the Service is provided.
 - c. For expenses incurred by ENGINEER, such as authorized travel and subsistence, including airfare, food, lodging, automobile rental, commercial services, and incidental expenses, the cost to ENGINEER plus ten percent (10%).
 - d. For reproduction, company vehicle usage, and testing apparatus, amounts will be charged according to the ENGINEER's standard rates in effect at the time the Service is provided.
 - e. For Services rendered by other firms or individuals as subcontractors to ENGINEER, including but not limited to surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, environmental data base search, photos, or other activities required or requested by OWNER, the same will be billed at the cost to ENGINEER plus ten percent (10%). Expenses incurred by such outside ENGINEERS in service to OWNER shall be reimbursable in accordance with 1.c. above.
2. Total payment for the Scope of Service described herein is not to exceed Two Million Three Hundred Seventy-Seven Thousand Five Hundred Dollars (\$2,377,500.00) which amount shall not be exceeded without prior written consent of OWNER.
 3. For additional, reduced, or changed Scope of Services, the amount of payment shall be adjusted on a mutually agreeable lump sum basis.

B. Statements:

1. Monthly statements will be submitted by ENGINEER to OWNER. Statements will be based on ENGINEER's estimated percent of Services completed at the end of the preceding month.
2. Statements will set forth: hours worked by each person, total hours worked and total labor billing, and a summary of expenses and charges. Upon request, documentation of reimbursable expenses included in the statement will be provided.

Time of Service:

- A. ENGINEER will proceed with providing the services set forth herein within approximately 10 days of the execution of this Task Order. It is anticipated that these services will be completed within approximately 760 days of the execution of this task order.
- B. Completing the services within the above time frame is contingent upon timely receipt of required information, approval and/or reviews.

Other Terms:

A. The terms of this Task Order supersede any contrary terms of the Engineer-Owner Agreement.

IN WITNESS WHEREOF, the parties have made and executed this TASK ORDER as of the day and year first above written.

OWNER: City of Republic, Missouri

**ENGINEER: Burns & McDonnell
Engineering Company, Inc.**

By: _____

Name: _____

Title: _____

By:  _____

Name: Breck R. Washam, P.E. _____

Title: Vice President _____



Exhibit B – Task Order No. 10

Scope of Services - Wastewater Treatment Facility Phase 1 Services

9.1 Project Management and Coordination

- 9.1.1 ENGINEER will provide Administrative Assistance in the form of Project Management and Coordination as described in paragraph 3.1.4 as follows:
 - 9.1.1.1 Task Kick-Off Meeting – ENGINEER shall prepare agenda, minutes and host kick-off meeting for scope of services within Task Order No. 10. Kick off meeting to coordinate project goals, preferred communications, and schedule with the project team.
 - 9.1.1.2 Work Task Coordination – ENGINEER to provide general project management activities, including oversight and coordination of the contract and budget, schedule, quality control, and monthly invoice preparation for a maximum period of time not to exceed of 760 calendar days.
 - 9.1.1.3 ENGINEER shall develop a formal Request for Information (RFI) Log that communicates data request to and from OWNER and ENGINEER.
- 9.1.2 OWNER has designated the following person(s) to act as OWNER’S representative with respect to the services to be performed under this Task Order as described in paragraph 4.7:
 - 9.1.2.1 City Administrator: David Cameron
 - 9.1.2.2 Public Works Director: Andrew Nelson
 - 9.1.2.3 City Engineer: Garrett Brickner
 - 9.1.2.4 Wastewater Superintendent: Craig Lusby

9.2 Data Acquisition

- 9.2.1 ENGINEER will Obtain Services of Others with respect to both the Survey and Geotechnical scope of work as described in paragraph 3.1.5 as follows:
 - 9.2.1.1 ENGINEER to subcontract for completion of boundary and topographic survey of the OWNER site located at 915 North West Avenue Republic, Missouri. Survey will be initiated during the Preliminary Design.
 - 9.2.1.2 ENGINEER to subcontract for completion of geotechnical investigation including geophysical investigation using an MASW (Multi-channel Analysis of Surface Waves) seismic survey and eight (8) soil borings to a depth fifty (50) feet below existing grade or auger refusal. A geotechnical report will be prepared documenting existing soil types and groundwater levels. Laboratory tests will be completed to classify soils. The report will contain recommendations for construction considerations including dewatering, foundation type and depth, backfill materials, and compaction requirements. Geotechnical investigation will be initiated during the Preliminary Design. Karst features including voids and sink holes have been identified in the vicinity of the site. Investigation will lessen the risk of unknown karst features beneath the footprint of new structures, but not alleviate all risk. If karst is encountered that results in a change of scope related to foundation or structural requirements, additional scope, schedule, and fee may be necessary.

Page 2

9.3 Wastewater Treatment Plant Basis of Design Report (Preliminary Design)

Design will include the following from the Wastewater Treatment Plant Technical Memorandum (TM) by Burns & McDonnell dated January 14, 2020:

- Headworks: screening, grit removal, wet weather pumping
- Secondary Treatment Phase 1: rehabilitation of Aeration Complex No. 2, expansion of selector basin, construction of the fourth final clarifier, and chemical feed
- Secondary Treatment Phase 2: rehabilitation of Aeration Complex No. 1
- Tertiary Filtration: retrofit existing traveling bridge sand filters with disc filter technology
- Disinfection: replace existing medium pressure ultraviolet disinfection with high pressure low output technology in existing chlorine contact basins
- Solids Handling: addition of a fourth aerobic digester and sludge dewatering facility adjacent to new Administration Building
- Administration Building: include control room, meeting/break room, restroom, shower, laundry, office, storage, electrical room, process area, and covered dumpster area

Following completion of improvements, Wastewater Treatment Plant capacity will be 4.1 million gallons per day (MGD).

All quantities of equipment, redundancy, and treatment capacity shall be per the TM. Design shall include all ancillary systems and structures necessary for proper functioning of the improvements.

ENGINEER will coordinate and participate in up to four (4) wastewater treatment plant site visits to gather information on proposed equipment and discuss operations. Maximum hours for plant site visits will not exceed forty eight (48) hours.

9.3.1 Upon approval of the Facility Plan (Wastewater Treatment Plant Evaluation) by the Missouri Department of Natural Resources (MDNR) and the OWNER, ENGINEER will proceed with Preliminary Design Services as described in Paragraph 2.4 of the Professional Services Agreement (Agreement) with the following modifications. 2.4.1 shall have the following language added:

- 9.3.1.1 Engineering for Preliminary Design Services will include documentation of basis of design, codes and standards review, establishing a Contract Drawing and specification list for final design and the following engineering discipline specific deliverables:
- 9.3.1.2 Architectural: basic floor plans, materials of construction, elevation and section drawings. This scope of work includes up to three Architectural renderings, as listed in paragraph 3.1.5 of the Professional Services Agreement (Agreement). Professional renderings and models submitted to OWNER will be provided for review purposes throughout the design process. Renderings and models will not be provided for construction purposes.
- 9.3.1.3 Electrical: coordinate site layout with electrical distribution; develop conceptual one-line diagram; prepare preliminary load calculation; prepare preliminary

- control system architecture; develop preliminary process instrumentation diagram (PID) based on process flow diagram; prepare preliminary I/O list; establish supply and utilization voltage; size major electrical equipment.
- 9.3.1.4 Mechanical: develop U-value calculations and heat load calculations; establish required ventilation rates for new buildings; size equipment; provide general arrangement of equipment; develop equipment schedule and sequence of operation.
- 9.3.1.5 Process: document capacity and process design criteria; develop process flow diagrams for liquid and solid stream process; include process-level process and instrumentation diagrams; establish hydraulic profile; develop general site layout and yard piping corridors; draft preliminary control description.
- 9.3.1.6 Structural: develop preliminary foundation plans; preliminary framing plans, preliminary roof plans.
- 9.3.1.7 Civil Site: establish general location of new facilities; identify laydown areas; preliminary grading plan.
- 9.3.2 In accordance with 2.4.2 and 2.4.3 of the Professional Services Agreement, an updated opinion of probable cost will be provided along with three (3) approval copies of the preliminary design documents at the completion of the preliminary design.
- 9.3.3 Up to three (3) progress meetings will be held at the OWNER's facilities during the course of the Preliminary Design and will be attended by the Project Manager and one engineer from the ENGINEER's project team.

9.4 Wastewater Treatment Plant Phase 1 (Final) Design

- 9.4.1 Upon approval of the Wastewater Treatment Plant Basis of Design Report by the OWNER, ENGINEER, and Missouri Department of Natural Resources will proceed with Final Design Services as described in paragraph 2.5 of the Professional Services Agreement. Changes initiated by the OWNER following approval of the Basis of Design Report may result in additional schedule and fee; all changes will be documented by ENGINEER.
- 9.4.2 Engineering for Final Design will include development of Contract Drawings in support of the Bid Documents as described in paragraph 2.5.1 of the Professional Services Agreement or Progressive Design Build as described in paragraph 3.4 of the Professional Services Agreement. The final design will include discipline specific Contract Drawings completed to a level adequate to support a Design-Bid-Build or Design Build form of project execution:
- 9.4.2.1 Architectural
- 9.4.2.2 Electrical
- 9.4.2.3 Mechanical
- 9.4.2.4 Process
- 9.4.2.5 Structural
- 9.4.2.6 Civil
- 9.4.3 In accordance with 2.5.3 and 2.5.4 of the Professional Services Agreement, an updated opinion of probable cost will be provided along with three (3) approval copies of the Contract Drawings.

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- 9.4.4 Up to three (3) progress meetings will be held at the OWNER's facilities during the course of the Final Design and will be attended by the Project Manager and one engineer from the ENGINEER's project team.

9.5 State Revolving Loan Fund (SRF) Fund and Permitting Support

- 9.5.1 ENGINEER will provide Grant and Loan Assistance as described in paragraph 3.1.1 of the Professional Services Agreement as follows (all permit fees will be paid by OWNER):
- 9.5.1.1 Assist with completion of the Clean Water State Revolving Loan Fund (SRLF) Application Form (MO 780-1951).
 - 9.5.1.1.1 Assist with completion of Parts 1-12 with support from the OWNER as required.
 - 9.5.1.1.2 Assist with provision of "Energy Conservation Plan" in part 13. The deliverable with will be a technical memorandum addressing energy conservation aspects of the project.
 - 9.5.1.1.3 Assist with provision of "Fiscal Sustainability Plan" in Part 3 and further detailed in 9.2.2 of this scope of work.
 - 9.5.1.1.4 Assist with completion of the "Green Project Reserve (MO 780-2530)" form with support from the OWNER as required. The deliverable will be a technical memorandum addressing green elements of the project.
 - 9.5.2 Provide services associated with completion of the Facilities Plan Submittal Checklist parts 1 through 7 including the following:
 - 9.5.2.1 Part 5 - Department of Natural Resources' State Historic Preservation Office (National Historic Preservation Act, Section 106)
 - 9.5.2.2 Part 5 - Indian Tribes (National Historic Preservation Act, Section 106)
 - 9.5.2.3 Part 5 - Army Corps of Engineers
 - 9.5.2.4 Part 5 - Department of Natural Resources, Historic Preservation Office
 - 9.5.2.5 Part 5 - Department of Conservation
 - 9.5.2.6 Part 5 - United States Fish and Wildlife
 - 9.5.2.7 Part 5 - Department of Natural Resources' Missouri Geological Survey (lagoon collapse potential and receiving stream determination)
 - 9.5.2.8 Part 5 - Federal Assistance Clearinghouse
 - 9.5.2.9 Part 5 - Department of Natural Resources' Division of State Parks
 - 9.5.2.10 Part 6 - Public Meetings for Environmental Information Document per 10 CSR 20-4.050 (4)(B)2
 - 9.5.3 Complete the following forms with assistance as necessary from OWNER associated with antidegradation review, treatment plant operating permit and construction permit (all permit fees will be paid by OWNER):
 - 9.5.3.1 Submit Antidegradation Review / Summary Request Form (MO 780-2805). Following, submit Antidegradation Report and associated Antidegradation Summary Path A: Tier 2 – Non-Degradation Mass Balance Form (MO 780-2872) or Antidegradation Summary Path B: Tier 2 – Minimal Degradation Form (MO 780-2022).

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- 9.5.3.2 Form B2 – Application for Operating Permit for Facilities that Receive Primarily Domestic Waste and have a Design Flow More than 100,000 Gallons Per Day (MO 780-1805).
- 9.5.3.3 Application for Construction Permit – Wastewater Treatment Facility (MO 780-1289).
- 9.5.3.4 Statement of Work Completed (MO 780-2155).
- 9.5.4 Provide up to forty (40) hours of technical support pertaining to the City of Republic’s Administrative Order on Compliance (AOC) that will take the place of their existing Voluntary Compliance Agreement. The OWNER has retained the services of others (Stinson LLP) to provide legal services and negotiate the AOC; ENGINEER will provide technical support to Stinson LLP as directed by the OWNER.
- 9.5.5 Support will be provided to develop a construction Stormwater Pollution Prevention Plan (SWPPP), Notice of Intent (NOI), and Erosion and Sediment Control Plan. A desktop study of wetlands threatened and endangered species, and cultural resources will also be provided. Support for other permits can be provided as a separate Task Order (if required). Effort for the following is specifically excluded from this Task Order: on site wetland surveys and/or delineations; floodplain determination, modeling, and/or FEMA map revisions; gas/electric utility crossing permitting; dam studies and/or reports; tree surveys and/or reports; and on site threatened and endangered species studies and/or reports. Based on the project scope and existing site conditions, it is possible that a 401/404 Permit may be required from the U.S. Army Corps of Engineers. This will be confirmed during submittal of the sign-off request required for the SRF loan application. Effort to obtain a 401/404 Permit can be provided as a separate Task Order (if required).

9.6 Wastewater Collection System (CIP #9) Preliminary Design

ENGINEER will provide a preliminary design, as described in Section 2.4, for CIP #9 as identified in the Burns & McDonnell report titled “*Existing & Future Conditions Assessment*” dated January 2020.

- 9.6.1 ENGINEER will proceed with Preliminary Design Services as described in Paragraph 2.4 of the Professional Services Agreement (Agreement) with the following modifications. 2.4.1 shall have the following language added:
- 9.6.2 The preliminary design will consider the conceptual alignment as shown in the “Existing and Future Conditions” assessment to complete an initial review of property ownership and available Right-of-Way (ROW) information. The ENGINEER and OWNER will complete an on-site field walk for up to three (3) potential lift station locations, gravity sewer and forcemain alignments.
- 9.6.3 The ENGINEER will prepare and issue three (3) copies of the Pump Station Site Assessment Technical Memorandum (TM) to the OWNER for review. This TM will outline the property acquisition requirements for the new pump station along with necessary staging and laydown areas during construction. Electrical requirements including proximity to 3-phase power supply, required easements for running new power lines, and back-up generator options or a secondary power feed for the proposed 3.75 MGD pump station will be evaluated. Up to three (3) Pump Station sites may be considered and will include an evaluation of the total

- tributary land area that could be served by the pump station .An Opinion of Probable Construction Costs (OPCC) will be prepared to identify cost differences between each of the sites. ENGINEER will look at cost and non-cost factors and rank the suitability of each site with a numerical scoring system to assist the OWNER in selecting a site for the new pump station.
- 9.6.4 Based on the selected pump station site, the ENGINEER will prepare and issue three (3) copies of the Alignment Alternatives Technical Memorandum. This TM will include up to three (3) alignment alternatives and will consider the evaluation of approximately 14,600 lineal feet of proposed 18-inch gravity sewers and 14,900 lineal feet dual 8-inch and 16-inch forcemain. ENGINEER will look at cost and non-cost factors and rank the suitability of each alignment with a numerical scoring system to assist the OWNER in selecting a site for the new pump station. Alignment alternatives will evaluate constructability, easement and ROW requirements, and proposed construction technologies for each of the alternatives considered.
- 9.6.5 ENGINEER will Obtain Services of Others with respect to both the Survey and Geotechnical scope of work as described in paragraph 3.1.5 of the Professional Services Agreement as follows:
- 9.6.5.1 ENGINEER to subcontract for completion of aerial orthomosaic imagery and survey control for the proposed forcemain and gravity sewer alignment. This survey scope will provide information to establish a ground surface model to determine constructability concerns and aid in developing vertical profiles for the alignment alternatives. Survey services as described herein will be initiated during the Preliminary Design. Additional topographic survey will be required for preparation of Final Design deliverables.
- 9.6.5.2 ENGINEER to subcontract for completion of an exploratory geotechnical investigation including one (1) soil borings at up to three (3) proposed pump station sites to a depth fifty (50) feet below existing grade or until auger refusal. No geotechnical borings or investigations for the forcemain or gravity sewer alignments are included in the Preliminary Design. A geotechnical report will be prepared documenting existing soil types and groundwater levels. Laboratory tests will be completed to classify soils. Additional geotechnical work will be required as part of the final design efforts at a later time. Geotechnical investigation will be initiated during the Preliminary Design. Karst features including voids and sink holes have been identified in the vicinity of the site.
- 9.6.6 ENGINEER shall prepare and issue three (3) copies of the Preliminary Design Report (PDR) following the completion of the Pump Station Site Assessment TM and the Alignment Alternatives TM. The PDR will summarize the recommendations and provide overall design requirements, site acquisition requirements, constructability concerns and construction technologies that are recommended including a revised OPCC for the project including the pump station, gravity sewers and forcemains.

9.7 Peak Wet Weather Storage Feasibility Study

- 9.7.1 ENGINEER will complete a Peak Wet Weather Storage Feasibility Study. This study will be prepared in accordance with paragraph 2.2 of the Professional Services Agreement but shall include the following additions.

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- 9.7.1.1 Site Selection Evaluation: the ENGINEER will complete a review of the existing conditions simulation modeling completed as part of the “*Existing & Future Conditions Assessment*” to determine potential peak wet-weather storage locations. Site alternatives will consider benefits to reducing the scope of Capital Improvement Projects and optimizing the potential for future community growth. The ENGINEER will present alternatives for consideration to OWNER for review and consideration. OWNER will provide up to three (3) preferred locations for evaluation.
- 9.7.1.2 Hydraulic Review: The ENGINEER will proceed with one (1) design storm simulation and one (1) long-term extended period simulations to determine possible system storage requirements at the one (1) OWNER selected locations. Peak wet weather storage will be evaluated against the 5-year, 24-hour design storm as well as an extended period simulation to consider the model predicted overflow occurrences considering a regional long term rainfall record.
- 9.7.2 Planning Level Alternatives Evaluation Workshop: The workshop will be attended by the Project Manager and one (1) engineer from the ENGINEER’s project team.
 - 9.7.2.1 The ENGINEER will prepare a “Planning Level Alternatives Evaluation workshop for the OWNER summarizing the results of the hydraulic review and discussing general consideration (tank types, pump station configurations, power requirements, SCADA, site configurations, etc.). The purpose of the workshop is to obtain enough information to develop a conservative footprint for the facility, access and construction needs in support of land acquisition and siting assessment.
 - 9.7.2.2 Peak Wet Weather Feasibility Study: The ENGINEER will prepare and issue three (3) copies of the Study to the OWNER. The Study will provide an overview of the hydraulic results, impacts to existing Capital Improvement Projects, and results of the Preliminary Site assessment for the OWNER authorized alternatives. The Feasibility Study will not provide survey and geotechnical investigations or an Opinion of Probable Construction Costs.

Responsibilities of the OWNER:

1. Refer to Section 4 of the Professional Services Agreement.

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	\$64.00
Technician *	6	\$81.00
Assistant *	7	\$93.00
	8	\$129.00
	9	\$151.00
Staff *	10	\$175.00
	11	\$189.00
Senior	12	\$213.00
	13	\$237.00
Associate	14	\$245.00
	15	\$249.00
	16	\$252.00
	17	\$257.00

NOTES:

- Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
- For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
- Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.
- For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
- A charge will be applied at a rate of \$9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.
- Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
- The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
- The rates shown above are effective for services through December 31, 2020, and are subject to revision thereafter.



REQUEST FOR QUALIFICATIONS, RFQ #20-02-CD
Wastewater Treatment Facility & Collection System
Final Design Engineering

FOR THE
COMMUNITY DEVELOPMENT DEPARTMENT
CITY OF REPUBLIC, MISSOURI

Garrett Brickner
Assistant Community
Development & Public
Works Director
204 North Main Street
Republic, MO 65738
(417) 732-3400

NOTICE OF REQUEST FOR QUALIFICATIONS

It is the intent of the City of Republic to receive statements of qualifications from professional firms/consultants to assist with Wastewater Treatment Facility & Collection System Final Design Engineering. The City will score applicants based on qualifications submitted and select a single firm to complete the work listed in scope of service. Any documents submitted in response to this RFQ must provide sufficient detail and information to allow a complete evaluation of its merit. The instructions contained herein should be followed for responses to be considered responsive to this RFQ. The City reserves the right to cancel this solicitation at any time.

Qualification Submittals must be received by the City of Republic’s City Clerk at 213 North Main Republic, MO 65738 in a sealed envelope that is clearly marked, **“RFQ #20-02-CD, Wastewater Treatment Facility & Collection System Final Design Engineering”** no later than **3:30 PM CST Friday, July 31, 2020**. As projects are identified in the subject area, the selection team will evaluate and score the firms.

The City of Republic reserves the right to reject any and all Qualification Submittals, in whole or in part, to waive minor defects in the process, with or without cause, and to accept the Qualification Submittal deemed by the City to be in the City’s best interest. There is no express or implied obligation for the City of Republic to reimburse responding firms for any expenses incurred through the preparation of responses to this Request for Qualification and no reimbursement will be made. Each selected firm will be required to enter an agreement with the City for professional services which will be drafted by the City.

 Digitally signed by Garrett
Brickner
Date: 2020.06.30
09:13:17-05'00'

Garrett Brickner, Assistant
Community Development & Public Works Director Date

SCOPE OF SERVICES

Engineering services related to preparation of final design, environmental documentation and clearances, and construction engineering services for the wastewater improvements outlined in the Wastewater Master Plan created by Burns & McDonnell and adopted by the City Council of the City of Republic, including; preparation of all plans, specifications, drawings and related documents or support necessary for permitting, bidding and construction and final acceptance. The selected consultant will also provide support services as needed in coordinating state revolving loan fund application, financial planning and sustainability, and participation in public outreach meetings associated with state revolving loan fund requirements.

QUALIFICATIONS/REQUIREMENTS

- (1) Individual and/or firm is expected to possess adequate organization, facilities, and personnel to ensure that services are provided to the City of Republic in a prompt and efficient manner.
- (2) Provide a description and the history of the individual and/or firm.
- (3) Provide a description of individual personnel qualifications relevant to this project.
- (4) Firms proximity to and familiarity with the area in which the project is located.
- (5) Individual and/or firm must be available to the Community Development Department Staff and/or Technical Review Team as needed, including email communication, conference calls, and special presentations conducted in-person or by conference calls as directed by the Community Development Director or their designee.
- (6) Provide recent experience from the last ten (10) years demonstrating current capacity, familiarity, and expertise in best practices. Experience that is similar in nature to the Scope of Services will be most useful.
- (7) Provide three (3) references for which the individual and/or firm has performed services within the past two (2) years that are similar in nature to the Scope of Services.
- (8) Submissions should identify these and other qualifications, as well as a proposed Fee Schedule.

The City of Republic is an Equal Opportunity Employer and invites the submission of proposals from Women and Minority Business Enterprises.

SUBMITTAL REQUIREMENTS

Qualification Submittals should be in the format stated below

- One (1) Original Submission consisting of:
 - **Title Page:** Name of individual/firm, address, telephone number, name of contact person, email of contact person, and the date of the submission.
 - **Transmittal Letter:** Addressed letter including a subject label containing the Services for which qualifications have been submitted and a statement of the contents of the Qualification Submittal with timestamp.
 - **Qualifications:** Include the requirements as listed in Qualification/Requirements
 - **References:** Include references as listed in Qualification/Requirements
 - **Sample Documents:** Applicants are encouraged to include examples of previous work that bears similarity to that of the Scope of Services

SELECTION

All Qualification Submittals will be evaluated with respect to the completeness of the information provided, support for all claims made, and the overall approach taken. The following criteria shall be utilized in the evaluation of Qualification Submittals, in order of no importance: Firm Qualifications; Experience with Similar Projects; Reports from References.

	Complete or In-Process	Engineering Fee	Subconsultant Fee	Aug-20	Sep-20
Plan Project					
Sanitary Sewer Master Plan (Engineering Report)					
Treatment Facility Master Plan (Engineering Report)					
Project Management, Meetings, Project Status Rpts		\$ 68,500.00		\$ 2,740	
Environmental Permitting		\$ 31,000.00		\$ 10,330	
Antidegradation Report		\$ 23,000.00	\$ 12,000.00	\$ 5,000	
AOC Support			\$ 5,500.00	\$ 790	
Update Operating Permit for Blending			\$ 5,000.00	\$ 710	
CIP 9 Preliminary Design		\$ 76,000.00	\$ 50,000.00	\$ 21,000	
Wet Weather Storage - Feasibility		\$ 58,000.00			
Voter Approval of Bonds					
Apply for SRF Funding for Project					
Submit SRF Application		\$ 14,000.00			
Re-apply for SRF for Grant Eligibility					
Project Placed on Intended Use Plan					
Survey Property			\$ 27,500.00		
Geotechnical Investigation			\$ 102,500.00		
Basis of Design Report (Preliminary Design)		\$ 179,500.00			
Provide Energy Conservation Plan		\$ 7,000.00			
Provide Green Project Reserve Plan		\$ 7,000.00			
Clean Water Commission Approval					
Project Financial Review					
Provide Financial History					
Rate Analysis Support					
Demonstrate User Rate/Revenue is Adequate					
Provide Fiscal Sustainability Plan		\$ 7,000.00			
Project Technical Review					
Environmental & Cultural Review					
MDNR Issue Finding of No Significant Impact or CatEx					
Phase 1 (Final) Design		\$ 1,704,000.00			

MDNR Drawing Review					
MDNR Issue Construction Permit or Approval					
Solicit Bids & Submit Recommendation of Award					
Issue Bonds					
Close on SRF Loan					
Execute Contracts & Begin Construction					
Construction Phase					
Project Closeout					
Submit Statement of Work Complete					

\$ 2,175,000 \$ 202,500 \$ 40,570

Critical Dates

- Mar-21 Initial Application for SRF
- Apr-21 Voter Approval of Bonds
- Jul-21 Intended Use Plan - Planning List
- Mar-22 Re-apply for SRF
- Jul-22 Intended Use Plan - Fundable List
- Oct-22 Clean Water Commission Approval of IUP

2020 total

Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21
\$ 2,740	\$ 2,740	\$ 2,740	\$ 2,740	\$ 2,740	\$ 2,740	\$ 2,740	\$ 2,740	\$ 2,740	\$ 2,740	\$ 2,740
\$ 10,330	\$ 10,340									
\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000					
\$ 790	\$ 790	\$ 790	\$ 790	\$ 790	\$ 760					
\$ 710	\$ 710	\$ 710	\$ 710	\$ 710	\$ 740					
\$ 21,000	\$ 21,000	\$ 21,000	\$ 21,000	\$ 21,000						
		\$ 11,600	\$ 11,600	\$ 11,600	\$ 11,600	\$ 11,600				
					\$ 14,000					
\$ 13,750	\$ 13,750									
	\$ 51,250	\$ 51,250								
	\$ 25,643	\$ 25,643	\$ 25,643	\$ 25,643	\$ 25,643	\$ 25,643	\$ 25,643			
							\$ 2,330	\$ 2,330	\$ 2,340	
							\$ 2,330	\$ 2,330	\$ 2,340	
							\$ 2,330	\$ 2,330	\$ 2,340	
										\$ 142,000

\$ 54,320 \$ 131,223 \$ 118,733 \$ 67,483 \$ 67,483 \$ 60,483 \$ 39,983 \$ 35,373 \$ 9,730 \$ 9,760 \$ 144,740

\$ 344,846

2021 total \$ 1,013,995

Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22
\$ 2,740	\$ 2,740	\$ 2,740	\$ 2,740	\$ 2,740	\$ 2,740	\$ 2,740	\$ 2,740	\$ 2,740	\$ 2,740	\$ 2,740
\$ 142,000	\$ 142,000	\$ 142,000	\$ 142,000	\$ 142,000	\$ 142,000	\$ 142,000	\$ 142,000	\$ 142,000	\$ 142,000	\$ 142,000

\$ 144,740 \$ 144,740 \$ 144,740 \$ 144,740 \$ 144,740 \$ 144,740 \$ 144,740 \$ 144,740 \$ 144,740 \$ 144,740 \$ 144,740

2022 total \$ 1,018,660

	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
	\$ 2,740	\$ 2,740									

\$ 2,740 \$ 2,740 TBD TBD TBD TBD TBD TBD TBD TBD TBD

Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24

TBD TBD TBD TBD

	Jul-24	Aug-24	Sep-24

	Complete	Engineering Fee
Plan Project		
Sanitary Sewer Master Plan (Engineering Report)		
Treatment Facility Master Plan (Engineering Report)		
Project Management, Meetings, Project Status Rpts		\$ 68,000.00
Environmental Permitting		\$ 31,000.00
Antidegradation Report		\$ 23,000.00
AOC Support		
Update Operating Permit for Blending		
CIP 9 Preliminary Design		\$ 76,000.00
Wet Weather Storage - Feasibility		\$ 58,000.00
Pass Bonds		
Apply for SRF Funding for Project		
Submit SRF Application		\$ 14,000.00
Project Placed on Intended Use Plan		
Survey Property		
Geotechnical Investigation		
Basis of Design Report (Preliminary Design)		\$ 177,500.00
Provide Energy Conservation Plan		\$ 7,000.00
Provide Green Project Reserve Plan		\$ 7,000.00
WEFTEC Trip to See Equipment		\$ 13,500.00
Project Financial Review		
Provide Financial History		
Rate Analysis Support		\$ 15,000.00
Demonstrate User Rate/Revenue is Adequate		\$ 5,000.00
Provide Fiscal Sustainability Plan		\$ 7,000.00
Project Technical Review		
Environmental & Cultural Review		
MDNR Issue Finding of No Significant Impact or CatEx		
Phase 1 (Final) Design		\$ 1,700,000.00
MDNR Issue Construction Permit or Approval		
Solicit Bids & Submit Recommendation of Award		
Close on SRF Loan		
Execute Contracts & Begin Construction		
Construction Phase		
Project Closeout		
Submit Statement of Work Complete		

\$ 2,202,000

Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21
\$ 4,860	\$ 4,860	\$ 4,860	\$ 4,860	\$ 4,860	\$ 4,860	\$ 4,860	\$ 4,820
\$ 5,000							
\$ 760							
\$ 740							
\$ 18,000	\$ 18,000	\$ 18,000					
\$ 25,340							
\$ 2,340							
\$ 2,340							
\$ 3,500							
	\$ 242,860	\$ 242,860	\$ 242,860	\$ 242,860	\$ 242,860	\$ 242,860	\$ 242,840

\$ 62,880 \$ 265,720 \$ 265,720 \$ 247,720 \$ 247,720 \$ 247,720 \$ 247,720 \$ 247,660



AGENDA ITEM ANALYSIS

Project/Issue Name: 20-R-32 A Resolution of the City Council of the City of Republic, Missouri, Appointing Authorized Signers with Bank of Missouri.

Submitted By: Debbie Parks

Date: August 25, 2020

Issue Statement

To change the signers on the physical checks of the City of Republic.

Discussion and/or Analysis

The City of Republic has two check signers on the physical checks. There is one backup check signer in the case one is unavailable. Mayor Jeff Ussery was one of the check signers. The City is proposing to replace Jeff Ussery with Councilmember Garry Wilson. The three check signers on the Bank of Missouri account will be Mayor Matt Russell, Councilmember Garry Wilson, and Finance Director Debbie Parks.

Recommended Action

Staff is requesting the recommended check signers for the City of Republic checks.

RESOLUTION NO. 20-R-32

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,
APPOINTING AUTHORIZED SIGNERS WITH BANK OF MISSOURI**

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

WHEREAS, the City has contracted with Bank of Missouri for banking services, and in connection with such banking services, it is necessary to designate individuals and the number of individuals to act on behalf of the City for such purposes; and

WHEREAS, the City has previously authorized the Mayor along with other City officials to perform such duties on behalf of the City; and

WHEREAS, the City Council may amend the authorized signer or the number of required authorized signers as necessary, or both.

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

Section 1. That Bank of Missouri is hereby requested, authorized, and directed to honor checks, drafts, or other orders of payment of money drawn in City's name, including those payable to the individual order of any person or persons whose name or names appear thereon as signer or signers thereof, when bearing or purporting to bear the signatures of two of the following:

Matt Russell	Mayor
Garry Wilson	Councilmember
Debbie Parks	Director of Finance

Section 2. This Resolution supersedes all previous resolutions pertaining to the authorized signers at Bank of Missouri.

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 _____ 2020.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

RESOLUTION NO. 20-R-32

Approved as to Form:  Digitally signed by Scott Ison
Date: 2020.08.17 11:03:48
-05'00' _____, Scott Ison, City Attorney

Final Passage and Vote: _____