



AGENDA

City Council Meeting Municipal Court Building, 540 Civic Blvd February 06, 2024 at 6:00 PM

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

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

Call Meeting to Order

Opening Prayer

Pledge of Allegiance

Citizen Participation

Consent Agenda

- [1.](#) Approve the January 23, 2024 City Council Minutes.
- [2.](#) 24-R-04 A Resolution of the City Council Selecting Gateway Pyrotechnical Productions, LLC as the Vendor to Provide the Fireworks Display at the City's Annual Have-A-Blast Patriotic Celebration and Authorizing the City Administrator to Execute an Agreement with Gateway for Such Services.

Board, Commission, and Committee Schedule

Planning & Zoning Meeting	February 12, 2024
City Council Meeting	February 20, 2024
City Council Meeting	March 5, 2024
Board of Adjustment Meeting	March 7, 2024

Old Business and Tabled Items

- [3.](#) 24-05 An Ordinance of the City Council Amending Title III, Chapter 300, Section 300.020 ("Definitions"), and Adding New Section 340.125 ("Golf Carts And Utility Task Vehicles") to Title III, Chapter 340, of the Municipal Code of the City of Republic, Missouri.
- [4.](#) 24-06 An Ordinance of the City Council Authorizing the City to Participate in the Missouri Fire Fighters Critical Illness Trust and Pool and Authorizing the City Administrator to Execute the Necessary Documentation to Secure the City's Participation.

New Business (First Reading of Ordinances)

- [5.](#) 24-07 An Ordinance of the City Council Authorizing Execution of a Third Supplement STP-Urban Program Agreement with the Missouri Highways and Transportation Commission for Additional Extension of the Shuyler Creek Trail.
- [6.](#) 24-08 An Ordinance of the City Council Amending Title VIII, Chapter 805, Section 805.100 ("Utility Administration") of the Municipal Code of the City of Republic, Missouri.

Other Business (Resolutions)

- [7.](#) 24-R-05 A Resolution of the City Council Awarding the Bid for Portable Restroom Services for Calendar Years 2024 and 2025 to BWI Sanitation.
- [8.](#) 24-R-06 A Resolution of the City Council Awarding the Bid for Specified Construction Projects for the Parks and Recreation Department to Westport Construction Co.

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

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 610.021.3 Hiring, firing, promotion, or disciplining personnel. Closed session. Closed vote. Closed record.
3. RSMo 610.021.13 Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment. Closed session. Closed vote. Closed record.

Adjournment



MINUTES

**City Council Regular Session
Municipal Court Building, 540 Civic Blvd
January 23, 2024 at 6:00 PM**

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

Call Meeting to Order

The regular session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Pro Tem Eric Gerke at 6:00 p.m. Council Members present included Darran Campbell, Garry Wilson, Eric Gerke, Brian Fields, and Justin Neal. Others in attendance were: City Attorney Megan McCullough, Police Major Jamie Burks, Fire Chief Duane Compton, Finance Director Bob Ford, Assistant City Administrator-Community Development Andrew Nelson, City Clerk Laura Burbridge, IT Director Chris Crosby, Chief of Staff Lisa Addington, Recreation Superintendent Garrett Cline, Principal Planner Chris Tabor, Sergeant Zach Richards, BUILDS Analyst Trenton Sims, Data and Security Supervisor Michael Sallee, Assistant City Administrator/Parks and Recreation Director Jared Keeling, Assistant Parks and Recreation Director Jennafer Mayfield, Planning Manager Karen Haynes, and Captain Travis Liska.

Opening Prayer

Opening prayer was led by Assistant City Administrator Andrew Nelson.

Pledge of Allegiance

The Pledge of Allegiance was led by Mayor Pro Tem Eric Gerke.

Citizen Participation

Mayor Pro Tem Gerke opened citizen participation at 6:00 p.m. No one came forward so Mayor Pro Tem Gerke closed citizen participation at 6:01 p.m.

Consent Agenda

Motion was made by Council Member Campbell and seconded by Council Member Wilson to approve the consent agenda. The vote was 5 Aye-Campbell, Fields, Gerke, Neal, and Wilson. 0 Nay. Motion Carried.

1. Approve the January 11, 2024 City Council Minutes.

Board, Commission, and Committee Schedule

Board of Adjustment Meeting	February 1, 2024-Cancelled
City Council Meeting	February 6, 2024
Planning & Zoning Meeting	February 12, 2024
City Council Meeting	February 20, 2024

Old Business and Tabled Items

2. **24-01 An Ordinance of the City Council Amending the Employee Handbook.**

Motion was made by Council Member Wilson and seconded by Council Member Neal to have the second reading of Bill 24-01 by title only. The vote was 5 Aye-Campbell, Fields, Gerke, Neal, and Wilson. 0 Nay. Motion Carried. Lisa Addington were available to answer questions. Council Member Fields motioned for the passage of Bill 24-01. Council Member Campbell seconded. A roll call vote was taken. The vote was 5 Aye-Campbell, Fields, Gerke, Neal, and Wilson. 0 Nay. Motion carried.

3. **24-02 An Ordinance of the City Council Approving the Collective Bargaining Agreement Between the City and the Southern Missouri Professional Fire Fighters Local 152, the Bargaining Unit of**



the Republic Fire Department and Authorizing the City Administrator to Execute the Same on Behalf of the City.

Motion was made by Council Member Fields and seconded by Council Member Neal to have the second reading of Bill 24-02 by title only. The vote was 5 Aye-Campbell, Fields, Gerke, Neal, and Wilson. 0 Nay. Motion Carried. Lisa Addington were available to answer questions. Council Member Neal motioned for the passage of Bill 24-02. Council Member Fields seconded. A roll call vote was taken. The vote was 5 Aye-Campbell, Fields, Gerke, Neal, and Wilson. 0 Nay. Motion carried.

4. **24-03 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 0.29 Acres of Real Property Located at 1167 North Oakwood Avenue, from Agricultural (AG) to General Commercial (C-2).**

Motion was made by Council Member Neal and seconded by Council Member Campbell to have the second reading of Bill 24-03 by title only. The vote was 5 Aye-Campbell, Fields, Gerke, Neal, and Wilson. 0 Nay. Motion Carried. Chris Tabor were available to answer questions. Council Member Neal motioned for the passage of Bill 24-03. Council Member Campbell seconded. A roll call vote was taken. The vote was 5 Aye-Campbell, Fields, Gerke, Neal, and Wilson. 0 Nay. Motion carried.

5. **24-04 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 1.08 Acres of Real Property Located at 505 West Brookfield Street, from General Commercial (C-2) to Multi-Family Residential (R-3).**

Motion was made by Council Member Fields and seconded by Council Member Neal to have the second reading of Bill 24-04 by title only. The vote was 5 Aye-Campbell, Fields, Gerke, Neal, and Wilson. 0 Nay. Motion Carried. Chris Tabor were available to answer questions. Council Member Campbell motioned for the passage of Bill 24-04. Council Member Neal seconded. A roll call vote was taken. The vote was 5 Aye-Campbell, Fields, Gerke, Neal, and Wilson. 0 Nay. Motion carried.

New Business (First Reading of Ordinances)

6. **24-05 An Ordinance of the City Council Amending Title III, Chapter 300, Section 300.020 (“Definitions”), and Adding New Section 340.125 (“Golf Carts And Utility Task Vehicles”) to Title III, Chapter 340, of the Municipal Code of the City of Republic, Missouri.**

Motion was made by Council Member Campbell and seconded by Council Member Wilson to have the first reading of Bill 24-05 by title only. The vote was 5 Aye-Campbell, Fields, Gerke, Neal, and Wilson. 0 Nay. Motion Carried. Zach Richards gave an overview of the bill. Richard Lee Henson, 105 Long Drive, spoke in opposition of the bill. Jeff Johnson, 1147 N. Boston Lane, spoke in opposition to the bill. Mayor Pro Tem Eric Gerke reminded Council this is a first read and to get with staff with questions prior to the next meeting.

7. **24-06 An Ordinance of the City Council Authorizing the City to Participate in the Missouri Fire Fighters Critical Illness Trust and Pool and Authorizing the City Administrator to Execute the Necessary Documentation to Secure the City’s Participation.**

Motion was made by Council Member Fields and seconded by Council Member Neal to have the first reading of Bill 24-06 by title only. The vote was 5 Aye-Campbell, Fields, Gerke, Neal, and Wilson. 0 Nay. Motion Carried. Duane Compton gave an overview of the bill. Mayor Pro Tem Eric Gerke reminded Council this is a first read and to get with staff with questions prior to the next meeting.

Other Business (Resolutions)-None

Finance Report

Bob Ford presented the Finance Report.

Reports from Staff

Assistant City Administrator Andrew Nelson noted we had a few absences tonight and Mr. Franklin's absence was due to losing his father. Mr. Nelson extended his condolences to Mr. Franklin's family.

Assistant City Administrator Andrew Nelson reminded everyone of the upcoming workshop preceding the City Council meeting about the wastewater treatment plant improvements and funding.

Assistant City Administrator Andrew Nelson reported that David made a trip to Jefferson City for multiple issues and will be going back next Wednesday to meet with legislators about additional funding.

Assistant City Administrator Andrew Nelson referenced an email sent to Council regarding Main Street improvements. Mr. Nelson noted staff met with 19-20 students from Drury's architectural program to utilize their help to plan needed Main Street improvements as promised in the 2017 Capital Improvement Sales Tax for \$317,000.00 in improvements, which will not go too far. Mr. Nelson added there will be engagement on their part to reach out to the Mayor and Council for their input, hold public meetings for the community, and Mr. Nelson noted we have issued a contract to demolish the old Public Works building.

Assistant City Administrator Andrew Nelson noted the recent winter weather, adding yesterday was sketchy at best. Mr. Nelson expressed his appreciation for the Police, Fire, and BUILDS staff working in the weather. Mr. Nelson noted he saw an officer stopped to assist someone in the ditch who looked like they were skating due to the ice.

Mayor Pro Tem Gerke thanked everyone for their patience, thanked the citizens for coming to participate, and thanked staff for being out in the cold and working on the water main issues. Mayor Pro Tem Gerke expressed his condolences to Mr. Franklin and his family.

Adjournment

Mayor Pro Tem Gerke adjourned the meeting at 6:42 p.m.

ATTEST:

Laura Burbridge, City Clerk

Matt Russell, Mayor



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-R-04 A Resolution of the City Council Selecting Gateway Pyrotechnical Productions, LLC as the Vendor to Provide the Fireworks Display at the City's Annual Have-A-Blast Patriotic Celebration and Authorizing the City Administrator to Execute an Agreement with Gateway for Such Services.

Submitted By: Jennafer Mayfield, Assistant Parks & Recreation Director

Date: February 6, 2024

Issue Statement

Authorization for execution of a contractual agreement with a professional pyrotechnic company to produce the pyro-musical firework display at the City of Republic's annual Have-A-Blast Patriotic Celebration.

Discussion and/or Analysis

In January 2021, the Republic Parks & Recreation Department issued a formal Request for Qualifications (RFQ) for the purpose of gathering information and qualifications from regional firework display companies and their ability to produce a professional pyrotechnic/pyromusical display at the annual Have-A-Blast Patriotic Celebration. Through that process, Gateway Firework Displays (St. Louis, MO) was selected for 2021 with the option to renew for two (2) additional one (1)-year terms, ending in 2023. Gateway Fireworks was selected for both renewal periods (2022 and 2023).

In January 2024, we issued a new formal RFQ for the same purpose – to gather information and qualifications from regional firework display companies for consideration. The RFQ document included language to support selection of a vendor for 2024, with the option to renew for two (2) additional one (1)-year terms, ending in 2026.

We received submittals from three (3) companies: ARC Pyrotechnics (Guthrie, OK), Gateway Fireworks Displays (St. Louis, MO), and Rainbow Fireworks (Inman, OK). After scoring each submittal, Gateway Firework Displays has been selected as the preferred vendor due to overall professionalism of the submittal, company history and qualifications, thoroughness of the submittal, and prior work experience with the company.

The contract amount shall not exceed \$34,000.00 for 2024 or \$38,000.00 for any subsequent renewal in 2025 or 2026.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL SELECTING GATEWAY PYROTECHNICAL PRODUCTIONS, LLC AS THE VENDOR TO PROVIDE THE FIREWORKS DISPLAY AT THE CITY’S ANNUAL HAVE-A-BLAST PATRIOTIC CELEBRATION AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH GATEWAY FOR SUCH SERVICES

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

WHEREAS, in January 2024, the City published a Request for Qualifications (RFQ) to gather information and qualifications from regional firework display companies for providing the pyrotechnic/pyromusical display at the Parks and Recreation Department’s annual Have-A-Blast Patriotic Celebration; and

WHEREAS, the City received a total of three (3) responses to its RFQ; and

WHEREAS, after evaluating each of the three responses, City staff ranked the submitting entities using defined scoring criteria, and determined Gateway Pyrotechnical Productions, LLC (“Gateway”) to be the most qualified to provide the requested services; and

WHEREAS, based upon staff recommendations, the City Council finds it in the City’s best interest to select Gateway as the provider to meet the City’s needs defined in the RFQ, for a one (1) year period of calendar year 2024, with the option to renew for two (2) additional one (1)-year terms, ending in 2026.

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

Section 1. The City Administrator and/or his designee, on behalf of the City, is authorized to negotiate and enter into an agreement with Gateway Pyrotechnical Productions, LLC for the provision of pyrotechnic/pyromusical displays for a one (1) year period in 2024, with the option to renew for up to two (2) additional one (1) year terms for 2025 and 2026, under terms consistent with the City’s Request for Qualifications attached hereto as “Attachment 1”.

Section 2. Any agreement executed for Gateway’s provision of the services referenced herein shall be at a cost to the City not exceeding a total amount of \$34,000 for 2024, \$38,000 for 2025 (if renewed), and \$38,000 for 2026 (if renewed). Any amount in excess of these totals requires separate, additional approval of Council.

Section 3. The City Administrator, or his designee(s), on behalf of the City, is authorized to take other reasonable, necessary steps to implement this Resolution.

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

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

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

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



REQUEST FOR QUALIFICATIONS

Title: Professional Pyrotechnic Display Services for Annual Have-A-Blast Patriotic Celebration

RFQ Number: RFQ 24-1

Request Date: January 8, 2024

Response Deadline: January 26, 2024 @ 2:00 PM	Contact Person: Jennafer Mayfield Phone: 417-732-3500 Email: jmayfield@republicmo.com
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About the City

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

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

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

Background and RFQ Summary

The City of Republic Parks & Recreation Department is currently accepting statements of qualifications from professional firms to provide pyrotechnic and pyromusical display services for the City of Republic’s annual Have-A-Blast Patriotic Celebration.

It is the intent of the City of Republic Parks & Recreation Department to enter into an agreement with the selected firm for a one-year effective period, with an option to renew for an additional two (2) one-year (1-year) terms.

Qualification submittals must be received at Republic City Hall (213 N. Main) in a sealed envelope that is clearly marked, “**RFQ 24-1 – PROFESSIONAL PYROTECHNIC DISPLAY SERVICES**” no later than **2:00 PM CST on Friday, January 26, 2024**. Qualification Submittals will be opened and read aloud **Friday, January 26, 2024 at 2:00 PM CST at City Hall 213 N Main St. Republic, MO 65738**.

I. SCOPE OF SERVICES

- a. The Services to be Provided:** The selected pyrotechnic company will be expected to provide the following Scope of Services, as directed by the City Council and/or authorized City staff:
- i. Provide pyrotechnic and pyromusical firework display services at the annual Have-A-Blast Patriotic Celebration. Dates below:
 1. Friday, June 28, 2024
 2. Friday, June 27, 2025 (Option to Renew for Second Year)
 3. Friday, June 26, 2026 (Option to Renew for Third Year)
 - ii. Provide design services and choreography of a pyromusical firework display per specifications provided by the Republic Parks & Recreation Department. Specifications may include, but are not limited to, the budgeted not-to-exceed amount for the firework display, total length of show, minimum and maximum shell size, and musical selections for show soundtrack.
 - iii. Provide electronically fired pyrotechnic and pyromusical display with back-up system in place in case of failure of main system.
 - iv. Provide a staff member dedicated to planning and coordination of soundtrack for pyromusical. Music selections and cuts provided by Parks & Recreation Department staff with assistance from company contact responsible for music. Multiple soundtrack options may be necessary per client standards.
- b. Secondary Tasks – Secondary tasks may include:**
- i. None.
- c. Professional Services Agreement and Term:** The selected firm/agency will be required to execute a Professional Services Agreement with the City for provision of the services specified under this RFQ, or alternatively, upon the City’s consent, a substantially similar written agreement setting forth the mutual understandings, rights and obligations of the selected firm/agency and City collectively (“Agreement”). The term of such Agreement will endure for a total of one (1) year beginning on the date of execution of the Agreement and ending at the conclusion of the twelfth (12th) month following the commencement date, and will include an option to renew such Agreement for up to an additional two (2) one-year (1-year) terms. **The selected firm/agency is expected to begin providing the services specified in this RFQ immediately upon execution of the Agreement.**
- d. Minimum Professional Qualifications:**
- i. All work or services pursuant to award under this RFQ shall be performed solely by duly licensed firm (or their authorized agents).
 - ii. 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.
 - iii. Must have significant experience in producing large pyrotechnic/pyromusical displays.

II. SUBMISSION INSTRUCTIONS AND PROCEDURES

RFQ Schedule**

Activity	Date
RFQ Distribution	Monday, January 8, 2024
RFQ Responses Due (“Response Deadline”)	Friday, January 26, 2024 @ 2:00 PM
Qualification Review Begins	Monday, January 29, 2024
Council Approval of Selected Firm/Agency	Tuesday, February 6, 2024

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

1. Timeliness and Rejection of Late Submissions:

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

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

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

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

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

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

City of Republic
Attn: Jennafer Mayfield
213 North Main Avenue
Republic, MO 65738
RFQ #: RFQ 24-1

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

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

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

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

13. Collusion.

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

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

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

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

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

14. Conferences.

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

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

14.3. Conferences are not mandatory but are highly recommended.

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

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

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

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

III. SUBMISSION CONTENTS REQUIREMENTS

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

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

Responses must generally conform to the following format:

1. **Cover Letter**
2. **Table of Contents**
3. **Sections**
 - (1) **Introduction and Execution**
 - (2) **Qualifications of Firm (if applicable)**
 - (3) **Qualifications of Staff**
 - (4) **Familiarity of Pyrotechnic Services and Relevant Experience**
 - (5) **References**
 - (6) **Technical Approach**
 - (7) **E-Verify and Other Information**

1. Section 1 – Introduction and Executed Signature Page:

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

2. Section 2 – Qualifications of Submitting Entity:

- 2.1. Provide a brief description and history of the submitting entity (if applicable).
- 2.2. Provide description of the submitting entity’s relevant experience demonstrating current capacity, familiarity and expertise in large, professional

pyromusical/pyrotechnic display services, particularly specifying any experience on behalf of governmental or municipal clients.

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

3. Section 3 – Descriptions and Qualifications of Staff:

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

4. Section 4 – Familiarity of Pyrotechnic Services and Relevant Representations:

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

5. Section 5 – References:

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

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

- 6.1. Provide a description of the submitting entity's technical approach generally employed for the coordination and facilitation of a pyromusical firework display.
- 6.2. Provide a description of the technical approach the submitting entity will employ

specific to the provision of services under this RFP (“Plan for Services”). The Plan for Services should plainly convey the submitting entity’s understanding of the scope of work and its suggested approach to be taken in order to maximize value to the City. The Plan for Services should include the following:

- 6.2.1. A detailed description of the proposed management structure, including but not limited to, team organization, roles and responsibilities, program monitoring procedures, and communication mechanisms.

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

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

IV. EVALUATION CRITERIA

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



4. Other reservations / terms:

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



Jennafer Mayfield, Assistant Director
Republic Parks and Recreation
711 E. Miller Road
Republic, MO 65738

Dear Jennafer;

I am very excited to have been assigned as your program manager. I am Samantha Weiter-Evers and as you may suspect, I have been involved in fireworks my entire life. My dad is now semi-retired and I am taking the lead on many of the programs that he managed. Although, I have not yet had the opportunity to see your show, I have been told that it is one of the most fun programs we do each July 4th Season. In reviewing your files, I see that we have had five very successful shows and I am looking forward to managing this program on your behalf for many more.

Other than my dad taking a reduced daily role in our business operations, nothing else has changed at Gateway. You will still enjoy the results of our outstanding choreography team and the same seasoned technicians will be staffing your show. We have been updating and upgrading all of our software and hardware over the past several years and we are proud to have the best firing equipment available.

Also, as your program manager I will coordinate all aspects of your show. I will be available as needed to answer any questions or concerns you may have throughout the entire process from set-up to clean up. As you know, all of our programs are full turn-key events and it is my job to coordinate all of those details for you.

To provide our clients with the very best we have to offer in product, equipment, and personnel, we limit the number of shows that we do over the July 4th Season. In fact, we have not bid a new show for the 4th in several years and are now working off a waiting list for any openings that occur. As a long-standing customer, we have already "penciled" you on our calendar and are hopeful to be again selected as your fireworkers!

Very truly yours,

GATEWAY PYROTECHNIC PRODUCTIONS, LLC

Samantha Weiter-Evers
Project Manager



QUALIFICATIONS AND EXPERIENCE

The submission of this statement of Qualifications indicates acceptance by the submitting entity of the stipulations contained in the Request for Qualifications.

Gateway Fireworks Displays is recognized as an industry leader in fireworks and the special effects industry. Our operations and management teams have a collective experience of over 50 years in all aspects of the pyrotechnic industry. Our 30,000 square foot office and warehouse features a complete metal and wood fabrication shop. We design and build our own mortar racks, specialty product holders, blast shelters and mortar boxes. We also service and maintain all of our own electrical components in our in-house electrical repair facility. Nothing is left to chance!

Since launching Gateway Fireworks Displays we have carefully implemented all the details that we feel make for the very best displays – from the finest product and equipment to the most sophisticated pyromusical choreography software. In the twenty years since beginning operations on October 8, 2004, Gateway Fireworks Displays is on the cutting edge in pyromusical innovation; including soundtrack development, unique product selection and precise choreography.

Gateway Fireworks Displays is a small company that does big things. We have been selected to provide the fireworks and other special effects for two World Series wins; 2019 Stanley Cup win; several NCAA Bowl and Basketball games; and televised Bass Pro Tournaments, to list just a few. Each of these events listed demand the best in the industry and we were the company of choice.

The Gateway Fireworks Displays Team is proactive in safety and training. Our full-time staff includes several retired firefighters who have years of safety training and experience. They train all of our technicians in the safe handling and use of fireworks and other pyrotechnic devices. Every technician receives on-going safety training and annual certification. Safety is truly first in everything we do!



PYROMUSICAL DISPLAY vs. TRADITIONAL DISPLAY

In a choreographed display, the timing of the shells is tied to the musical score. It is important to have burst of color that coincides with beats of music. The length of the soundtrack is more a matter of where a particular piece of music can be started, transitioned to the next piece, or ended. It has very little to do with the timing of the shells themselves.

One song may best be timed to a slowly fired series of blue shells that are long burning strobes, or glittering shells. Another may best be timed to a rapid firing chain of shells that create a huge bright flash and loud report. We use a very sophisticated firing system to both script and fire the program.

It is all controlled by computers that send time signals to modules in the field that in turn launch the shells. The computer computes the amount of time that it takes to light the shell, for the shell to reach its apex and at what moment the internal timing fuse will break the shell. The goal is to have the color and/or effect appear at the precise moment in the music. This is what a truly choreographed program consists of.

Unfortunately, many providers simply time the length of an electronically fired program to a sound track. Meaning that they attempt to use the "traditional" method of firing and time it to the length of the soundtrack. If they have a 15 minute soundtrack they fire shells for 15 minutes and adjust the rate of firing to how much longer the music is playing. This is a timed show - not a choreographed show.

It is a very unsophisticated process and one I believe produces a low-quality program. Providing this type of program does not really add any cost for preparation since no additional man hours are involved and no additional equipment is needed. The method we use requires that a skilled chorographer sits at a computer and apply each shell in the program individually. Typically, this takes about 1 hour of scripting for each minute of music.

Naturally, this is a more costly production. Not only are a considerable amount of studio hours required, but the firing system required to ensure accurate choreography is much more sophisticated and expensive than a hand fired show or even a simple electronic firing system.



PROPOSAL OVERVIEW

- This proposal reflects a full turnkey; computer fired fireworks display for the Have-A-Blast Festival celebrations in 2024 with two one year extensions possible. The costs cover all construction materials, fireworks equipment, transportation, product, manpower and required licenses, fireworks permits and insurance for the use of fireworks during the event.
- The fireworks show will be approximately 12 - 14 minutes in duration overall, with the final two minutes consisting of a high impact Grand Finale. The show will be fired electronically using the FireOne® computer system and feature a rapid, high density rate to create a fast paced and exciting program. This display will be fully choreographed to a musical track that is approved by the Have-A-Blast fireworks committee.
- Gateway Fireworks Displays uses the FireOne® choreography and firing systems for creating and executing pyromusical productions. FireOne® is the cutting edge in pyrotechnic technology. We will have two complete systems live and running during the firing of the display. This redundancy will ensure the uninterrupted firing of your program.
- The Gateway Fireworks Team will remain the same group of professionals consistently throughout the entire process – from concept development to execution of the display. This ensures continuity throughout the process, enhances the overall success of the program, and promotes safety. This also provides the basis of building a cohesive team consisting of both Gateway Fireworks and Republic Have-A-Blast Festival staff and volunteers.
- The staff at Gateway Fireworks has worked with regulatory authorities across the country. We have a compliance officer on staff that ensures that all the appropriate licenses and permits are obtained. Gateway Fireworks has provided pyrotechnic training to the regulatory officials at all levels of Government, including the; U.S. Coast Guard, Missouri State Fire Marshal's office, the BATFE, the USDOT and numerous Fire Departments.



ANNUAL HAVE-A-BLAST
REPUBLIC, MISSOURI

JANUARY 26, 2024

SCHEDULE OF SERVICES

1. SHOW DATE:

- Friday, June 28, 2024
- Friday, June 27, 2025
- Friday, June 26, 2026

2. PROGRAM BUDGET:

- 2024 - \$32,500.00
- 2025 - \$33,500.00
- 2026 - \$34,500.00

3. SHOW DURATION:

- Approximately 12 - 14 minutes.

4. PRODUCTION DETAILS: The fireworks displays will have computer-generated scripts and will be computer fired using the *FireOne* computer program. Gateway Fireworks will provide all necessary equipment and personnel.

5. INSURANCE LIABILITY COVERAGE: \$5 MILLION DOLLARS

6. AUTOMOBILE LIABILITY COVERAGE: \$5 Million dollars as required by USDOT.

7. WORKERS COMPENSATION: Pyrotechnicians will meet all of the requirements of the Worker's Compensation Laws of the State of Missouri

8. **LICENSE AND PERMITS:** Gateway Fireworks will obtain all required fireworks permits and approvals. We also maintain available for inspection the following license:
 - **BATF** – Importer’s License
 - **Missouri Division of Fire Safety** – Distributor’s License
 - **Missouri Division of Fire Safety** – Operator’s License
 - **USDOT** – Certificate of Hazardous Materials Registration
 - **USDOT** – Hazardous Materials Safety Permit
9. **TRANSPORTATION:** Fireworks and equipment will be delivered by qualified drivers as required by USDOT.
10. **PERSONNEL:** Certified Pyrotechnicians and Assistants.
11. **REFERENCES:** See major references attached.
12. **SAFETY:** Gateway Fireworks has an established Safety Plan included with every proposal. **SAFETY FIRST!**

SAFETY FIRST

SAFETY FIRST

SAFETY FIRST

SAFETY FIRST

SAFETY FIRST

SAFETY PLAN

Gateway Fireworks follows the NFPA 1123 & 1124 code as well as all other requirements established by other governmental agencies.

- **Gateway Fireworks** has a division of logistics that coordinates all of the transportation issues. We fully licensed by the Department of Transportation to ship explosives.

DEPARTMENT OF TRANSPORTATION

1. Company maintains a Hazardous Materials Registration & Permit
2. Driver will be qualified to transport explosives.
3. Driver will have appropriate CDL Explosives Endorsement.
4. Driver will maintain proper logs and paperwork.
5. Truck will be properly inspected.
6. Truck will be properly placarded.
7. All other Federal regulations will be followed.

OSHA REQUIREMENTS:

1. The appropriate protective clothing, safety glasses and hearing protection will be used.
2. There will be an appropriate number of water type fire extinguishers on site as required.
3. Steel toe safety shoes will be worn.
4. The display will be fired electronically from a safe distance to protect the technician and his spotter.

ATF

1. Explosives are delivered to the display site in a locked truck.
2. Truck will be placarded and attended while loaded with explosives.
3. All ATF/DOT regulations will be adhered to for temporary storage.

LOCAL POLICE AND FIRE DEPARTMENTS

1. A detailed site plan depicting the fall-out zone and access points will be provided so that a restricted area can be established by proper authorities.
2. Fire Department officials will be provided all appropriate documentation listing materials and emergency response information.
3. The entire set-up and loading process will be completed in time for pre-show inspection and test fire if required.

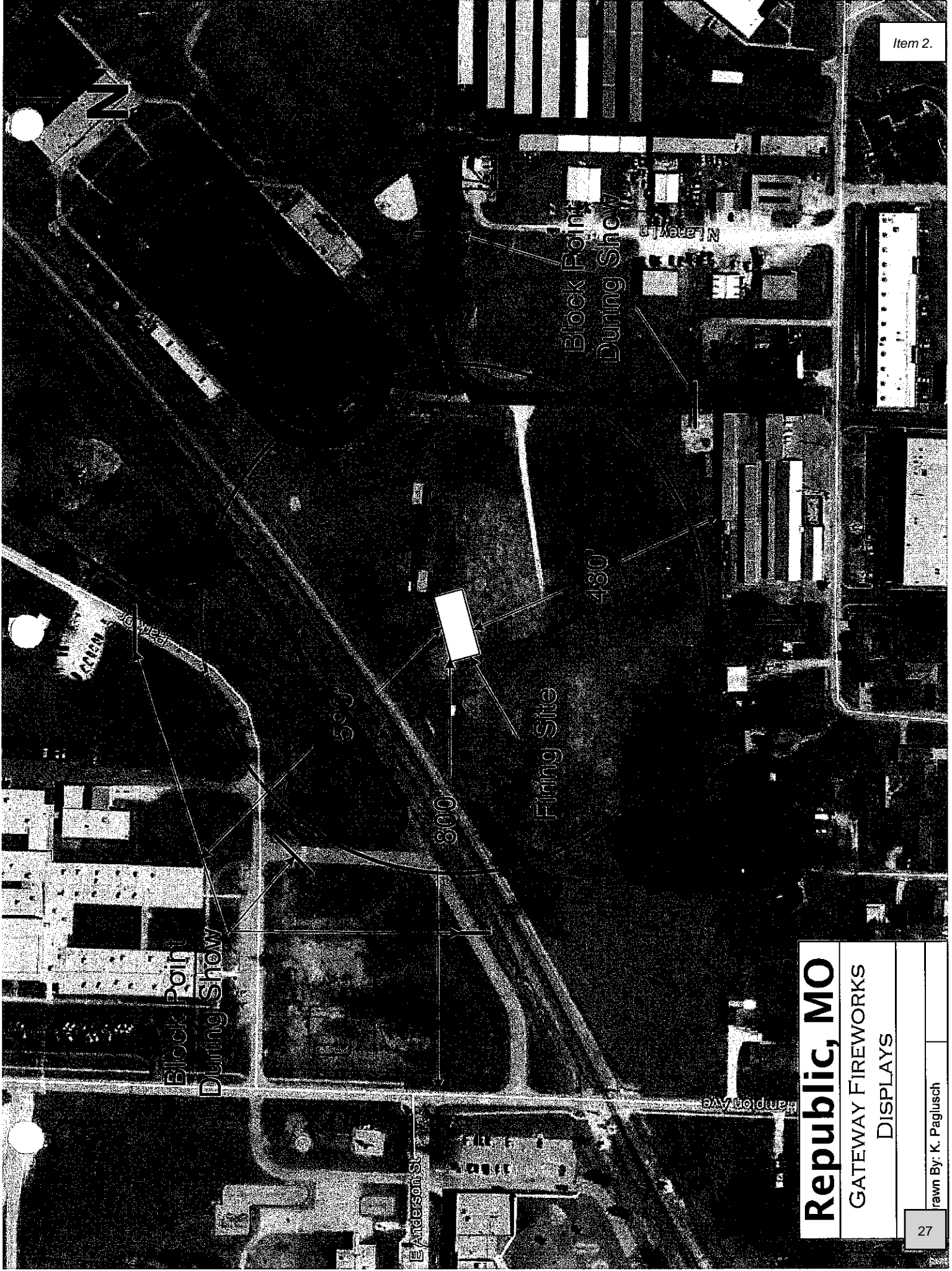


SITE SURVEY

A very thorough survey of the proposed firing site was conducted by a *Gateway Fireworks* technician to ensure that the program we design meets or exceeds the NFPA 1123 Guidelines for exhibiting fireworks. Since the firing site is critical to not only safety but to the presentation of the program this is a crucial step often overlooked or taken for granted.

This code requires that a safety zone be established that allows for a minimum 70' of fall-out zone, per inch of shell diameter, in all directions from the firing point. As an example, a 3" diameter shell requires at least 210' in all directions from the nearest spectator. *At Gateway Fireworks Displays* we always attempt to exceed the minimum zone and prefer to use a 100' of fall-out zone, per inch of shell in all directions whenever possible.

To ensure the safety of your spectators and success of your program, we have included the following diagram or map that depicts the fall-out zone. This will allow the event planners to know precisely what area must be secured from all unauthorized personnel from the time our technicians arrive until we have determined the area to be clear.



Republic, MO

GATEWAY FIREWORKS
DISPLAYS

Drawn By: K. Paglusch



**KEY
PERSONNEL
AND
MANAGEMENT
TEAM**



JOHN C. WEITER

John C. Weiter is the founder and president of *Gateway Fireworks Displays*. Lou Holtz, the famous football coach once said, "The three keys to success in life are; do what's right; do it to the best of your ability; do it with passion." That is exactly our approach to business no matter if it is a small private event or a major municipal production.

John is a lifelong resident of the St. Louis area and a graduate of Webster University where he attained a Master of Arts Degree in Business. He is fulfilling his dream to own, manage and grow his own fireworks display company. The list of premier clients served by *Gateway Fireworks Displays* includes the Saint Louis Cardinals, Saint Louis Blues, Anheuser Busch Companies and Pinnacle Casinos to name just a few.

As a member of the American Pyrotechnic Association (APA,) the premier trade association of the fireworks industry, John has been selected to take on several leadership roles. In addition to serving on several committees that promote safe practices and procedures for the industry, John has also served as the Chairman of the Public Display Committee. He was a key planner in hosting the APA's annual convention in Branson Missouri in 2009

It is our mission at *Gateway Fireworks Displays* to collaborate with our clients to develop unique entertainment experiences that connect with the audience and communicate a message of excitement and celebration.



KEVIN PAGLUSCH

Kevin Paglus, Vice President and General Manager, for *Gateway Fireworks Displays* is responsible for overseeing the daily operation of our business. Kevin also has an active role in product development, procurement and overseeing inventory records. On his creative side, Kevin is a highly experienced choreographer. He creates pyromusicals by integrating a blend of aerial shells, low level pyrotechnic devices and proximate pyrotechnics into his show designs.

Kevin has been involved in many major displays around the country. He had lead roles in "Thunder over Louisville," Chicago's Navy Pier, and the millennium celebration at the Las Vegas strip. Kevin was the Lead Designer and Crew Chief for the Fair Saint Louis and Live on the Levee shows and has supervised over 100 barge shows on the Mississippi River. Kevin has oversees operations for the Saint Louis Cardinals, Saint Louis Blues, The MUNY in Forest Park, the Chicago Bulls and the Broadway in Chicago Theaters.

As part of our top management team, Kevin maintains an active role in the development of company safety policies and practices to ensure the safety of all our personnel and the success of every program we produce and exhibit.



Technician Resume

Brian Paglusch

Years of Experience: 19

Current Pyrotechnic License

St. Louis, MO
St. Louis Fire Department
Certificate #15-3

State of Missouri
Missouri Division of Fire Safety
License #549

State of Illinois
Office of the State Fire Marshal
License #IL16-OPF-00007-01276

State of Nevada
Office of the State Fire Marshal
Certificate of Registration

Canada
Department of Natural Resources
Pyrotechnic Operator License
License #: P40982



MAJOR PROGRAMS

SAINT LOUIS CARDINALS, MLB

2005 – Present

World Series Celebrations

2006 & 2011

SAINT LOUIS UNIVERSITY

2005 – Present

All Major University Events

CITY OF ARNOLD, MO

2008 – Present

Annual Arnold Day's and July 4th

CITY OF FLORISSANT, MO

2012 – Present

July 4th

CITY OF BRIDGETON, MO

2017 – Present

July 4th

SAINT LOUIS BLUES, MLH

Stanley Cup Win – 2019

CITY OF REPUBLIC, MO

2019 – 2023

SPIRIT OF McCLEAN COUNTY SKY CONCERT

Dueling Fireworks between Town of Normal, IL and City of Bloomington, IL

2019 - Present



REQUIRED LICENSES

As a convenience to our clients we have included current copies of all the required licenses' and permits that are required of any professional fireworks exhibitor. The standard required licenses include our

- Federal License (Type 51) issued by the Department of the Treasury – Bureau of Alcohol, Tobacco and Firearms
- Hazardous Materials Certificate of Registration issued by the US Department of Transportation
- Hazardous Material Safety Permit issued by the US Department of Transportation
- Distributor's Permit issued by the Missouri Division of Fire Safety
- Fireworks Display Operators License issued by the Missouri Division of Fire Safety

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number 5-MO-510-51-6C-00934
Chief, Federal Explosives Licensing Center (FELC) <i>Mama Howard</i>	Expiration Date March 1, 2026

Name
GATEWAY FIREWORKS DISPLAYS

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
5021 FYLER AVE
SAINT LOUIS, MO 63139

Type of License or Permit
51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement
The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)
GATEWAY PYROTECHNIC PRODUCTIONS LLC
GATEWAY FIREWORKS DISPLAYS
PO BOX 39327
SAINT LOUIS, MO 63139-

Licensee/Permittee Responsible Person Signature <i>John C. Welter</i>	Position/Title PRESIDENT
Printed Name JOHN C. WELTER	Date 6/20/2023

Previous Edition is Obsolete GATEWAY PYROTECHNIC PRODUCTIONS LLC 5021 FYLER AVE 63139-5 MO 510-51-6C-00934 March 1, 2025 51-IMPORTER OF EXPLOSIVES ATF Form 5400.14/5400.15 Part I Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC) 244 Needy Road Martinsburg, WV 25405-9431	Toll-free Telephone Number: (877) 283-3352 Fax Number: (304) 616-4401 E-mail: FELC@atf.gov	ATF Homepage: www.atf.gov
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Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name:	GATEWAY PYROTECHNIC PRODUCTIONS LLC
Business Name:	GATEWAY FIREWORKS DISPLAYS
License/Permit Number:	5-MO-510-51-6C-00934
License/Permit Type:	51-IMPORTER OF EXPLOSIVES
Expiration:	March 1, 2026
Please Note: Not Valid for the Sale or Other Disposition of Explosives.	



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2022-2025**

Registrant: GATEWAY PYROTECHNIC PRODUCTIONS, LLC
ATTN: Brian Paglush
PO BOX 39327
ST. LOUIS, MO 63139-8327

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 062222550415EG Effective: July 1, 2022 Expires: June 30, 2025

HM Company ID: 79079

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.



**U.S. Department
of Transportation
Federal Motor
Carrier Safety
Administration**

Item 2.

1200 New Jersey Ave., S.E.
Washington, DC 20590
February 28, 2022

In reply refer to:
USDOT Number: 1325301
MC Number: MC693714

KEVIN PAGLUSCH
VICE PRESIDENT OF OPERATIONS
GATEWAY PYROTECHNIC PRODUCTIONS LLC
GATEWAY FIREWORKS DISPLAY
PO BOX 39327
ST LOUIS, MO 63139

**HAZARDOUS MATERIALS SAFETY PERMIT
HM Safety Permit ID: US-1325301-MO-HMSP
Effective Date: February 28, 2022**

Dear KEVIN PAGLUSCH:

The Hazardous Materials Safety Permit (HMSP) is verification of the motor carrier's permission to engage in the transportation of hazardous materials listed in 49 CFR 385.403 by motor vehicle in interstate, intrastate, or foreign commerce.

This HMSP will be effective beginning February 28, 2022 and remain effective through January 31, 2024 if your company maintains compliance with the requirements pertaining to the safe and secure movement of hazardous materials for the protection of the public (49 CFR 385 and other applicable Federal Motor Carrier Safety Regulations and Hazardous Material Regulations). Failure to maintain compliance will constitute sufficient grounds for suspension or revocation of this authority.

Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a Department of Transportation safety fitness rating less than "Satisfactory" or by other indicators, could result in a proceeding requiring the holder of this permit to show cause as to why this authority should not be suspended or revoked.

For questions regarding this document you may contact the FMCSA Hazardous Materials Division by email at fmcsa.hmsp@dot.gov or by phone at (202) 385-2400 or by fax at (202) 366-3621.

Sincerely,

Joseph P. DeLorenzo
Director, Office of Enforcement and Compliance

MISSOURI DIVISION OF FIRE SAFETY

FIREWORKS PERMIT

Item 2.

Distributor

Permit Number: 23-D-096-5233-1

Date of Issue: December 12, 2022 2:56 PM

Permitted Selling Periods:

Chapter 320.141 RSMo: "Permissible items of consumer fireworks defined in section 320.131 may be sold at wholesale or retail by holders of a jobber's permit to nonlicensed buyers from outside the state of Missouri during a calendar year from the first day of January until the thirty first day of December. Permissible items of consumer fireworks defined in section 320.131 may be sold at retail by holders of a seasonal retail permit during the selling periods of the twentieth day of June through the tenth day of July and the twentieth day of December through the second day of January."

Gateway Pyrotechnic Productions, LLC

PO Box 39327 St Louis MO 63139

38.608339999998755

THIS PERMIT IS NOT TRANSFERABLE AND ONLY APPLICABLE AT LOCATION LISTED ABOVE.

Sandra K. Karsten

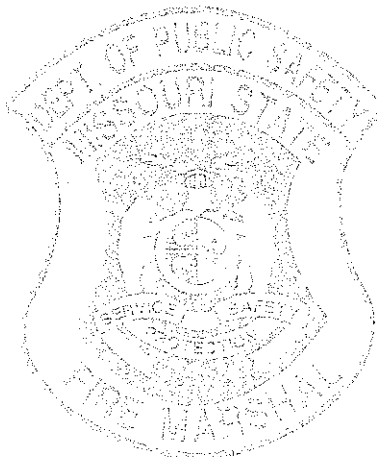
Sandra K. Karsten

Director of Public Safety

J. Tim Bean

J. Tim Bean

State Fire Marshal



Seasonal Retailer Fire Safety Inspection completed on (date): _____

Inspected by (Printed Name of DFS Inspector/Investigator): _____ DSN: _____

Signature: _____





Missouri Division of Fire Safety
Fireworks Unit
P.O. Box 844
Jefferson City, MO 65102

Fireworks Display Operator License


Outdoor Fireworks (NFPA Standard 1123)

Dear Operator,

You have been approved as a Fireworks Display Operator by the Missouri State Fire Marshal. Receipt of this license verify's that the holder meets the necessary qualifications as defined in Missouri State Statute 320.126 RSMo., the Code of State Regulation 11 CSR 40-3.010 and NFPA Standard 1123.

For your convenience a wallet size license is also enclosed. When conducting a display one of these documents is required to be carried with you and presented upon request.

If you have any questions please contact this office at (573) 751-2930 or e-mail firesafe@dfs.dps.mo.gov.



Missouri Department of Public Safety
Missouri Division of Fire Safety
PO Box 844 * Jefferson City, MO 65102


Licensed Fireworks Display Operator

Performs duties as a Fireworks Display Operator as authorized by the Missouri State Fire Marshal, 320.126 RSMo, 11 CSR 40-3.010 and NFPA 1123.

Name: Brian D. Paglusch

License Number: 549

Expires: 7/2/2026


 State Fire Marshal: _____



INSURANCE COVERAGES

Gateway Fireworks is proud to offer to its clients the very best insurance protection available. Our carrier, Everest Indemnity Insurance Company, has an AM Best Rating of A+XV. This is the "Superior" A.M. Best rating.

Gateway's policy provides for FIVE million dollars in General Commercial Liability per occurrence. This policy provides our aggregate total separately for each and every display that we conduct. Most other policies provide a single policy year aggregate.

Most importantly our policy provides for \$5,000,000 in product liability coverage as well. Most other policies provide only \$1,000,000 product liability with their excess liability specifically excluding products and completed operations.

Gateway also provides Worker's Compensation Insurance as required by statues and U.S. Long shore and Harbor workers coverage is provided as well.

Any program sponsors can be named and included as additional insured.

A sample certificate of insurance is included for review.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM) 3/15/ Item 2.

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

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


PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED 3826 Gateway Pyrotechnic Productions LLC dba Gateway Fireworks Displays P.O. Box 39327 St Louis MO 63139-8327	INSURER A : Everest Denali Insurance Company	16044
	INSURER B : Axis Surplus Insurance Company	26620
	INSURER C : Continental Indemnity Company	28258
	INSURER D : Everest Indemnity Insurance Co.	10851
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 1058276236** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	SI8GL02097-231	1/31/2023	1/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input checked="" type="checkbox"/> UTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	SI8CA00275-231	1/31/2023	1/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			P-001-000809610-02	1/31/2023	1/31/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	37-229727-01-06	1/31/2023	1/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
 SAMPLE CERTIFICATE
 SAMPLE CERTIFICATE
 SAMPLE CERTIFICATE

CERTIFICATE HOLDER Gateway Fireworks Displays Post Office Box 39327 St. Louis MO 63139	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--



REFERENCES

Listed below are just a few of the individuals, or organizations, that GATEWAY FIREWORKS DISPLAYS has provided service to in the last three years. Each are familiar with our abilities, professionalism, experience, attention to detail and safety practices.

Inspector Ken Howard (St. Louis Fire Department)

- (314) 289-1900

James Boldt (VP Foundation)

- (314) 531-2000

Dave Crutchley (Arnold Parks and Recreation)

- (636) 282-6646

Matthew Gifford (St. Louis Cardinals)

- (314) 982-7826

Debbie Garvin-Dill (Saint Louis University/Alumni)

- (314) 977-7172

Aiden Murphy (Old Warson Country Club)

- (314) 968-0840

Cheryl Thompson (Florissant Parks and Recreation)

- (314) 839-7671

James Wayne (Bloomington/Normal, IL)

- (309) 454-9545

Brendan Kane (Bridgeton, MO)

- (314) 687-4470

REPUBLIC

MISSOURI

GROWING TOGETHER

CITY OF REPUBLIC, MISSOURI

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

EFFECTIVE 1/1/2009

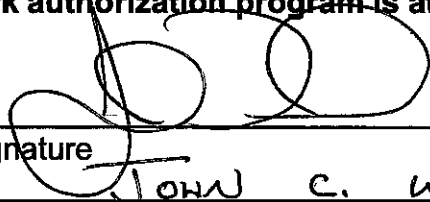
STATE OF MISSOURI)
) ss.
COUNTY OF ST LOUIS)

Before me, the undersigned Notary Public, in and for the County of ST LOUIS, State of MISSOURI, personally appeared JOHN C. WEITER (Name) who is PRESIDENT (Title) of GATEWAY PYROTECHNIC PRODUCTIONS, LLC (Name of company), (corporation), (partnership), (sole proprietorship), (limited liability company), and after being duly sworn did depose and say:

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

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

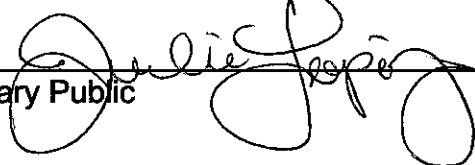
Documentation of participation in a federal work authorization program is attached to this affidavit.



Signature
JOHN C. WEITER

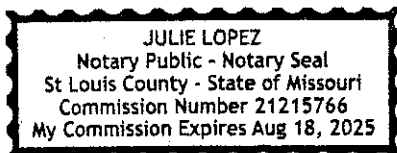
Printed Name

Subscribed and sworn to before me this 18 day of January, 2024.



Notary Public

My commission expires: Aug. 18, 2025



Company ID Number: 1511644

Approved by:

Employer Gateway Pyrotechnic Productions, LLC	
Name (Please Type or Print) John Weiter	Title
Signature Electronically Signed	Date 02/26/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date

Company ID Number: 1511644

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Kevin M Paglusch
Phone Number (314) 262 - 7976 ext. 228
Fax Number (314) 262 - 7979
Email Address kevin@gatewayfireworks.com

Name Careth L Tash
Phone Number (314) 262 - 7976 ext. 221
Fax Number (314) 262 - 7979
Email Address careht@gatewayfireworks.com

Name John C Weiter
Phone Number (314) 262 - 7976 ext. 223
Fax Number (314) 262 - 7979
Email Address john@gatewayfireworks.com



REQUEST FOR QUALIFICATIONS PYROTECHNIC DISPLAY SERVICES

SCORING SUMMARY/TABULATION

	EMPLOYEE 1	EMPLOYEE 2	EMPLOYEE 3	AVERAGE SCORE
ARC Pyrotechnics	65/80	61/80	72/80	66
Gateway Firework Displays	75/80	80/80	80/80	78.3
Rainbow Fireworks	46/80	46/80	67/80	53



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-05 An Ordinance of the City Council Amending Title III, Chapter 300, Section 300.020 (“Definitions”), and Adding New Section 340.125 (“Golf Carts And Utility Task Vehicles”) to Title III, Chapter 340, of the Municipal Code of the City of Republic, Missouri.

Submitted By: Sergeant Zach Richards

Date: February 6, 2024

Issue Statement

Proposal of New Ordinance regarding Golf Carts and Utility Task Vehicles; Requirements for Lawful Operation; Prohibited Uses; Special Use Permit Requirements and Penalties.

Amendment to City Code 300.020 Definitions (Adding definitions of “Golf Cart” & “Utility Task Vehicle”/UTV to the Code.

Discussion and/or Analysis

Due to incidents of residents using golf carts and UTVs in Republic neighborhoods, we need an ordinance outlining the use of these vehicles, which we do not currently have. An Ordinance will outline all of the operational information as well as the prohibited uses and allow the department to address issues and complaints as they arise.

Recommended Action

The Police Department recommends the adoption of an Ordinance regarding the Lawful Operation & Prohibited Uses of Golf Carts and Utility Task Vehicles in the City of Republic. We also recommend an amendment to City Code 300.020 Definitions that will add the definitions of these to the Code.

AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE III, CHAPTER 300, SECTION 300.020 (“DEFINITIONS”), AND ADDING NEW SECTION 340.125 (“GOLF CARTS AND UTILITY TASK VEHICLES”) TO TITLE III, CHAPTER 340, OF THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI

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

WHEREAS, the City has recognized the need to continually review and revise the City Municipal Code to ensure conformity with governing state and/or federal law, enhance clarity, and eliminate ambiguity in its language, as well as to meet the evolving demands and/or needs of the City’s citizens when such demands and/or needs are warranted and in accord with the City’s mission, vision and values, and in the best interests of the City and its citizenship body as a whole; and

WHEREAS, the City has identified a need to amend the existing provisions of the Republic Municipal Code to include specifications for the use of certain golf carts and certain utility task vehicles on or about City streets.

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

Section 1: Title III (“Traffic Code”), Chapter 300 (“General Provisions”), Section 300.020 (“Definitions”), of the Municipal Code of the City of Republic, Missouri, is hereby **amended** to read as follows:

300.020 Definitions

The following words and phrases when used in this Title mean:

ALLEY OR ALLEYWAY Any street with a roadway of less than twelve (12) feet in width.

ALL-TERRAIN VEHICLE Any motorized vehicle manufactured and used exclusively for off-highway use which is fifty (50) inches or less in width, with an unladen dry weight of six hundred (600) pounds or less, traveling on three (3), four (4) or more low pressure tires, with a seat designed to be straddled by the operator and handlebars for steering control.

AUTHORIZED EMERGENCY VEHICLE A vehicle publicly owned and operated as an ambulance, or a vehicle publicly owned and operated by the State Highway Patrol, Police or Fire Department, Sheriff, Constable or Deputy Sheriff, traffic officer or any privately owned vehicle operated as an ambulance when responding to emergency calls.

COMMERCIAL VEHICLE Every vehicle designed, maintained or used primarily for the transportation of property.

CONTROLLED ACCESS HIGHWAY Every highway, street or roadway in respect to which owners or occupants of abutting lands and other persons have no legal right of access to or from the same except at such points only and in such manner as may be determined by the public authority having jurisdiction over the highway, street or roadway.

CROSSWALK

1. That part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs, or in the absence of curbs from the edges of the traversable roadway.
2. Any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.

CURB LOADING ZONE A space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials.

DRIVER Every person who drives or is in actual physical control of a vehicle.

FREIGHT CURB LOADING ZONE A space adjacent to a curb for the exclusive use of vehicles during the loading or unloading of freight (or passengers).

GOLF CART A motor vehicle designed for operation on a golf course, or for sporting, or for other recreational purposes, which is not capable of exceeding a speed of twenty-five miles per hour within one mile of travel.

HIGHWAY The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

INTERSECTION

1. The area embraced within the prolongation or connection of the lateral curb lines, or, if none, then the lateral boundary lines of the roadways of two (2) highways which join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict; or
2. Where a highway includes two (2) roadways thirty (30) feet or more apart, then every crossing of each roadway of such divided highway by an intersecting highway shall be regarded as a separate intersection. In the event such intersecting highway also includes two (2) roadways thirty (30) feet or more apart, then every crossing of two (2) roadways of such highways shall be regarded as a separate intersection.

LANED ROADWAY A roadway which is divided into two (2) or more clearly marked lanes for vehicular traffic.

MOTOR VEHICLE Any self-propelled vehicle not operated exclusively upon tracks, except farm tractors and motorized bicycles.

MOTORCYCLE Every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three (3) wheels in contact with the ground, but excluding a tractor.

MOTORIZED BICYCLE Any two-wheeled or three-wheeled device having an automatic transmission and a motor with a cylinder capacity of not more than fifty (50) cubic centimeters which produces less than three (3) gross brake horsepower and is capable of propelling the device at a maximum speed of not more than thirty (30) miles per hour on level ground.

MOTORIZED PLAY VEHICLE Includes mini-motorcycles, pocket bikes, or any similar miniaturized two-wheel vehicle that is capable of transporting a person or persons at a speed in excess of five (5) miles per hour or motorized skateboards not having a seat or saddle for use of the rider; that is self

propelled by a motor or engine and is not otherwise defined by Missouri Statutes or the Republic City Code as a motor vehicle, motorcycle, or motorized bicycle.

OFFICIAL TIME STANDARD Whenever certain hours are named herein they shall mean standard time or daylight-saving time as may be in current use in the City.

OFFICIAL TRAFFIC CONTROL DEVICES All signs, signals, markings and devices not inconsistent with this Title placed or erected by authority of a public body or official having jurisdiction for the purpose of regulating, warning or guiding traffic.

PARK OR PARKING The standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.

PASSENGER CURB LOADING ZONE A place adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers.

PEDESTRIAN Any person afoot.

PERSON Every natural person, firm, co-partnership, association or corporation.

POLICE OFFICER Every officer of the municipal Police Department or any officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

PRIVATE ROAD OR DRIVEWAY Every way or place in private ownership and used for vehicular travel by the owner and those having express or implied permission from the owner, but not by other persons.

RAILROAD A carrier of persons or property upon cars operated upon stationary rails.

RAILROAD TRAIN A steam engine, electric or other motor, with or without cars coupled thereto, operated upon rails.

RESIDENCE DISTRICT The territory contiguous to and including a highway not comprising a business district when the property on such highway for a distance of three hundred (300) feet or more is in the main improved with residences or residences and buildings in use for business.

RIGHT-OF-WAY The right of one (1) vehicle or pedestrian to proceed in a lawful manner in preference to another vehicle or pedestrian approaching under such circumstances of direction, speed and proximity as to give rise to danger of collision unless one grants precedence to the other.

ROADWAY That portion of a highway improved, designed or ordinarily used for vehicular travel, exclusive of the berm or shoulder. In the event a highway includes two (2) or more separate roadways the term "roadway" as used herein shall refer to any such roadway separately but not to all such roadways collectively.

SAFETY ZONE The area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is so marked or indicated by adequate signs as to be plainly visible at all times while set apart as a safety zone.

SIDEWALK That portion of a street between the curb lines, or the lateral lines of a roadway, and the adjacent property lines, intended for use of pedestrians.

STAND OR STANDING The halting of a vehicle, whether occupied or not, otherwise than for the purpose of and while actually engaged in receiving or discharging passengers.

STOP When required, complete cessation from movement.

STOP OR STOPPING When prohibited, any halting even momentarily of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a Police Officer or traffic control sign or signal.

STREET OR HIGHWAY The entire width between the lines of every way publicly maintained when any part thereof is open to the uses of the public for purposes of vehicular travel. "State Highway", a highway maintained by the State of Missouri as a part of the State Highway system.

THROUGH HIGHWAY Every highway or portion thereof on which vehicular traffic is given preferential right-of-way, and at the entrances to which vehicular traffic from intersecting highways is required by law to yield right-of-way to vehicles on such through highway in obedience to either a stop sign or a yield sign, when such signs are erected as provided in this Title.

TRAFFIC Pedestrians, ridden or herded animals, vehicles and other conveyances either singly or together while using any highway for purposes of travel.

TRAFFIC CONTROL SIGNAL Any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and to proceed.

UTILITY TASK VEHICLE (UTV) Any motorized vehicle designed or manufactured for off-road use which is more than fifty (50) inches but no more than seventy-five (75) inches in width, has an unladen try weight of two thousand (2,000) pounds or less, and travels on four (4) or six (6) wheels, with a minimum of two (2) bucket or bench-style seats positioned side-by-side and enclosed within a roll cage structure, and equipped with foot controls and a steering wheel.

VEHICLE Any mechanical device on wheels, designed primarily for use, or used, on highways, except motorized bicycles, vehicles propelled or drawn by horses or human power, or vehicles used exclusively on fixed rails or tracks, cotton trailers or motorized wheelchairs operated by handicapped persons.

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

Section 2: Title III ("Traffic Code"), Chapter 340 ("Miscellaneous Driving Rules") of the Municipal Code of the City of Republic, Missouri, is hereby **amended by adding new Section 340.125** ("Golf Carts and Utility Task Vehicles"), to read as follows:

Chapter 340 Miscellaneous Driving Rules

340.125 -- Golf Carts and Utility Task Vehicles

A. Requirements for Lawful Operation. Operation of a golf cart or utility terrain vehicle ("UTV"), as defined in City Code § 300.020, on City streets, highways or roadways with a speed limit of thirty (30) miles per hour or less, is allowed under this Section, provided the following conditions are met:

- 1. The operator of the golf cart or UTV shall not exceed a travel speed of twenty (20) miles per hour;**

2. The operator of the golf cart or UTV shall be at least sixteen (16) years of age or older, and shall have a valid driver's license from his/her state of residence;
 3. The golf cart or UTV shall be equipped with adequate brakes capable of bringing the golf cart or UTV to a full stop without undue delay;
 4. The golf cart or UTV shall not be in motion at any time when the number of occupants, inclusive of the operator, exceeds the occupant maximum rating by the manufacturer of such golf cart;
 5. If the golf cart or UTV is not equipped with turn signals, the operator of the golf cart or UTV shall use proper hand signals to indicate upcoming turns or changes in direction of travel;
 6. If being operated after daylight hours, the golf cart or UTV shall be equipped with two properly functioning headlights and at least one properly functioning tail-light and brake-light;
 7. The operator, and all passengers of a golf cart or UTV, shall be restrained by seat/safety belts and shall remain seated while the golf cart or UTV is in motion;
 8. The operator of the golf cart or UTV must abide by all traffic regulations that apply to vehicular traffic on authorized streets and parking areas of the City;
 9. The golf cart or UTV shall be insured, and proof of such insurance shall be made available upon request, in accord with the provisions and requirements of City Code § 390.140. Failure to comply with this requirement shall subject the operator of the golf cart or UTV in violation to the penalties provided in City Code § 390.140(F);
- B. Prohibited Uses; Exceptions.**
1. Except as otherwise allowed under City Code § 340.125(B)(5), no person shall operate a golf cart or UTV on City streets, highways or roadways, as defined in City Code § 300.200, under any of the following conditions:
 - a. If the street, highway or roadway upon which the golf cart or UTV is operated has a speed limit exceeding thirty (30) miles per hour;
 - b. If the golf cart or UTV operator fails to meet the requirements for lawful operation of golf carts and UTVs as set forth in City Code § 340.125(A);
 - c. In a careless or imprudent manner so as to endanger or cause a risk of harm to the person or property of another;
 - d. While under the influence of alcohol or any other controlled substance; or
 - e. Unless the golf cart or UTV operator possesses a valid special use permit issued by the City pursuant to City Code § 340.125(D).
 2. No person shall authorize or knowingly allow the operation of a golf cart or UTV owned or controlled by such person in any manner that violates this Code or state law.

3. No person may operate a golf cart or UTV on any portion of a street, highway or roadway specifically excluded under City Code § 340.125(C). This prohibition includes a golf cart or UTV operator crossing over or driving immediately adjacent to an excluded street, highway or roadway.
 4. No person may operate a golf cart or UTV on any portion of a state highway within the City limits. This prohibition includes a golf cart or UTV operator crossing over a state highway to access an otherwise permitted street, highway or roadway under this Chapter.
 5. Operation of a golf cart or UTV upon City streets, highways and roadways, as defined in City Code § 300.200, that is otherwise prohibited under this Section, shall be permissible and deemed lawful when such operation is for any one of the following limited purposes:
 - a. The golf cart or UTV is owned or leased by a governmental entity and is being used for official City business or use(s); or
 - b. The golf cart or UTV is operated for agricultural purposes or industrial on-premises purposes between the official sunrise and sunset on the day of such operation.
- C. Excluded Streets, Highways and Roadways. The following City streets, highways and roadways are excluded from the permissible operation of golf carts as otherwise set forth in this Chapter. No person shall be permitted to operate a golf cart or UTV on any portion of the excluded streets listed below.**
1. Elm Street
 2. Main Avenue
 3. Hines Street
 4. Lynn Avenue
 5. Miller Road
 6. Boston Lane
 7. Bailey Street
 8. Hampton Avenue
 9. West Avenue
 10. O'Neal Road
 11. Kansas Avenue
 12. Oakwood Avenue (from U.S. Highway 60 to Kentwood)
 13. Illinois Avenue
- D. Special Use Permit Required for Golf cart or UTV Operation on City Streets, Highways and Roadways. Any golf cart or UTV being operated on a City street, highway or roadway, as defined in City Code § 300.200, shall be issued a Special Use Permit ("Permit") annually. The Republic Police Department shall prepare an application form for the Permit and shall require a payment of \$15.00 for each Permit issued. Each Permit issued pursuant to this Section shall be issued for a single golf cart or UTV only, and is not transferrable to other golf carts, UTVs or vehicles. Any**

person submitting an application for a Permit must show valid proof of insurance and a valid Missouri driver’s license at the time of submittal. Once issued a Permit, the City will provide a sticker containing identifying numbers unique to such Permit, which shall be attached to the rear of the registered golf cart or UTV and be visible for inspection upon request.

E. Penalties Any person who violates or fails to comply with any provision of this Section shall be deemed guilty of a municipal ordinance violation and shall be subject to a fine and court costs from \$200 up to \$450 per violation, but not to exceed the amount allowed under City Code § 100.220 and Section 479.353, RSMo. Each day the violation exists shall constitute a separate violation for which a fine and court costs may be assessed.

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

Section 3: 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 4: The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.

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.

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

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-06 An Ordinance of the City Council Authorizing the City to Participate in the Missouri Fire Fighters Critical Illness Trust and Pool and Authorizing the City Administrator to Execute the Necessary Documentation to Secure the City's Participation.

Submitted By: Duane Compton, Fire Chief

Date: February 6, 2024

Issue Statement

Discussion and possible vote to join Missouri Fire Fighter Critical Illness Pool.

Discussion and/or Analysis

Missouri law (sections 320.400 and 537.620 RSMo.) was amended in 2021 to allow at least three public sector agencies to create a critical illness pool to provide benefits for cancer diagnoses of eligible employees of participating employers. The Missouri Fire Fighters Critical Illness Pool ("MFFCIP") was created in 2022 to aid the state's fire professionals and fire service agencies in containing the human and financial burdens created by serious health issues by providing benefits to firefighters.

The MFFCIP provides coverage and monetary benefits to eligible firefighters diagnosed with any of 17 nationally recognized cancers in which firefighters are at increased risk associated with occupational exposure. This fund also will assist firefighters that also become disabled due to Post-traumatic Stress Disorder (PTSD) while on the job.

For the current calendar year, the City will apply to enroll in the MFFCIP, at the \$300,000.00 benefit level. The approximate cost to the City is \$4,789.00 or \$165.00 per staff member for the coming year. Please note that enrollment into this fund is an item that the City and Firefighter's Local 152 both agreed to in the current Collective Bargaining Agreement. Both parties feel this is a benefit to staff members.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING THE CITY TO PARTICIPATE IN THE MISSOURI FIRE FIGHTERS CRITICAL ILLNESS TRUST AND POOL AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTATION TO SECURE THE CITY'S PARTICIPATION

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

WHEREAS, as authorized by Sections 320.400 and 537.620, RSMo., the Missouri Firefighter Critical Illness Trust and Pool (the "Pool" and/or "MFFCITP") is a critical illness pool designed to assist fire service agencies in Missouri with the provision of certain benefits to fire service professionals and reduction of the financial burdens associated with treatment of critical illnesses, including certain cancers, frequently diagnosed in fire service professionals; and

WHEREAS, Missouri law requires any such pool to be formed by agreement of at least three public sector agencies; and

WHEREAS, upon proper application and agreement of at least three public sector agencies, the MFFCITP was created and approved by the Director of the Division of Commerce and Insurance and Missouri Secretary of State; and

WHEREAS, the MFFCITP is its own corporate body and trust, under the management and oversight of a Board of Trustees; and

WHEREAS, by choosing to participate in the Pool, the City will not be forever bound to participate, but will do so pursuant to the terms and conditions of the *Trust and Pool Agreement for Missouri Fire Fighters Critical Illness Trust and Pool* ("Agreement"); and

WHEREAS, having reviewed the available information and having heard presentation by staff, the Council finds that participation in the Pool is in the best interests of the City as it will help to ensure that fire professionals working for or on behalf of the City have access to adequate health services and long-term care that may become necessary as a result of their workplace exposures.

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

Section 1: The City hereby declares its intent to become a member of the Missouri Fire Fighters Critical Illness Trust and Pool and to participate as a member pursuant to the provisions of the Agreement and subject to approval of the Pool's Board of Trustees.

Section 2: The City Administrator, or his designee(s), is hereby authorized to execute, on behalf of the City, all necessary documents to secure the City's participation in the Pool, including the Agreement, any bylaws of the Pool, agreeing to adhere to the terms of those documents and to be bound together with the other members.

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

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

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

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

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk



Megan McCullough, City Attorney

Final Passage and Vote:

TRUST AND POOL AGREEMENT

FOR

**MISSOURI FIRE FIGHTERS CRITICAL ILLNESS TRUST AND
POOL**

May 1, 2022

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TRUST AGREEMENT

THIS AGREEMENT (“Agreement”) is entered by and between the undersigned Missouri governmental entities (who, together with and any other Missouri governmental entities that becomes a participating Member of this Pool under this Trust Agreement, are collectively the “Members”) and the undersigned Trustees constituting the Trustees for the Trust, as defined herein (“Trustees”; “Board of Trustees”).

WITNESSETH:

WHEREAS, the Members are exempt from federal income tax under the Internal Revenue Code of 1986, as amended, as a state or territory of the United States, or any political subdivision, municipality or agency thereof, or an agency of such political subdivision or municipality (including any corporation owned or controlled by any state or territory of the United States or by any political subdivision, municipality, or agency); and

WHEREAS, the Members desire by and through this Agreement to create a Fire Fighters Critical Illness Benefits Trust, with said Trust to be considered a “pool” to provide a benefit plan that provides cancer benefits consistent with the provisions of Chapters 320 and 537 of the Missouri Revised Statutes (RSMO), as specified in the Missouri Fire Fighters Critical Illness Trust Cancer Benefits Plan, (collectively, the “Plan”); and

WHEREAS, the Members desire said Pool to be managed by a Board of Trustees; and

WHEREAS, the Members desire for the Trust to accept funds that shall from time to time be paid over to the Board of Trustees in accordance with the terms of this Agreement, together with the earnings and profits thereon, if any, and to hold the funds in Trust (the “Trust”), constituting a trust, and to make disbursements from the Trust in accordance with the provisions of this Agreement and the Plan; and

WHEREAS, the Members desire to appoint the Board of Trustees as a trustee to hold and administer the assets of the Plan as trustees, and manage the Pool in accordance with this Agreement; and

WHEREAS, the Board of Trustees has agreed to manage the Pool and to serve as trustee of the Trusts established under this Agreement; and

WHEREAS, the Members intend that the Trust hereby established, together with the Plan, shall constitute a trust exempt from taxation under Internal Revenue Code Section 115; and

WHEREAS, the Members intend that the Trust hereby established, together with the Plan, shall constitute a Pool and Plan for the purpose of RSMO 320.400 and 537.620 ;

NOW, THEREFORE, the Members and the Board of Trustees hereby mutually covenant and agree as follows:

ARTICLE I DEFINITIONS

The following words and phrases, when used herein with an initial capital letter, shall have the meanings set forth below unless a different meaning plainly is required by the context. Any reference to a section number shall refer to a section of this Agreement unless otherwise specified.

- 1.1 **Administrator** means the person, committee or entity appointed by the Board of Trustees to serve as plan administrator of the Plan. The Administrator shall be retained by the Board of Trustees and shall administer the Plan pursuant to an administrative services agreement entered into between the Administrator and the Board of Trustees.
- 1.2 **Authorized Investment** means and is limited to those investments that are defined as permissible for investment of public funds in accordance with the Missouri Constitution Article IV, Section 15, and RSMO 30.270, as may be in effect from time to time.
- 1.3 **Beneficiary** means any person designated under the terms of the Plan to receive benefits payable upon the death of a Participant.
- 1.4 **Code** means the Internal Revenue Code of 1986, as amended.
- 1.5 **Custodian** means a depository banking institution meeting the criteria of RSMO 110.010 and selected by the Trustees, which shall serve as custodian for the Trust Fund. To the extent any assets are held by any custodian other than the selected depository banking institution, such party shall also be considered a Custodian for the Trust and must meet the same statutory criteria.
- 1.6 **Fiscal Year** means the accounting year of the Trust, which shall commence on January 1 and end on December 31 of each year, except that the first year shall commence on the Effective Date and shall end on the immediately following December 31.
- 1.7 **Investment Fund** means any of the separate funds established by the Trustees for the investment of Plan assets.
- 1.8 **Investment Manager** means any person, corporation or other organization or association appointed by the Board of Trustees pursuant to the terms of Section 4.3 to manage, acquire or dispose of the assets of an Investment Fund.
- 1.9 **Members or Member** means those governmental employers listed on Exhibit A and any other governmental employer that becomes a participating Member under this Trust pursuant to Article VIII, below.
- 1.10 **Member Representative** means that person who has been designated in writing by a Member as its representative to the Pool.

- 1.11 **Participant** means an employee or former employee of the Member.
- 1.12 **Plan** means the Missouri Fire Fighters Critical Illness Cancer Benefits Plan set forth in the Plan Summaries of Benefits as such Plan may be amended from time to time.
- 1.13 **Pool** means the Pool established by this Trust and Pool Agreement.
- 1.14 **Trust** means the Missouri Fire Fighters Critical Illness Trust and Pool established by this Agreement, also referred to herein as “Pool”, “MFFCIT”, or MFFCIP.”
- 1.15 **Board of Trustees** means the Board of Trustees as appointed according to Section 3.1 of this Agreement, acting in their role as Trustees of the Trust and manager of the Pool as defined herein.
- 1.16 **Trust Fund** means the total amount of cash and other property held in the Trust under this Agreement.
- 1.17 **Trustee** means the members of the Board of Trustees and their successors as provided by this Agreement.

ARTICLE II ESTABLISHMENT OF THE POOL AND TRUST

- 2.1 **Pool Established.** The Members do hereby establish a pool as defined under Missouri Statute for the provision of benefits as defined in RSMO 320.400, with funds for said Pool to be held in trust as defined in this Agreement, and the Pool to be managed by the Board of Trustees of said established trust.
- 2.2 **Trust Established.** The Members hereby establish with the Board of Trustees (the Board), as a funding medium for the Plan, a Trust consisting of the Trust Fund and such earnings, profits, increments, additions, contributions and appreciation thereto and thereon as may accrue from time to time.
- 2.3 **Limit of Interest - Impossibility of Diversion.** It shall be impossible at any time for any part of the Trust to be used for or diverted to purposes other than for the exclusive benefit of the Participants and Beneficiaries covered under the Plan, except that the payment of taxes and administration expenses may be made from Trust funds as hereinafter provided. Funds of the Trust may not be transferred to any other account or fund of a Member.
- 2.4 **Board of Trustees’s Acceptance.** The Board of Trustees accepts the Trust hereby created and agrees to perform the duties hereby required of the Board of Trustees.

ARTICLE III TRUSTEES AND SUCCESSOR TRUSTEES

3.1 **Trustees.** The Trust and Pool shall be administered by the Board of Trustees of the Trust. The Board of Trustees shall be comprised of a minimum of seven (7) and a maximum of twelve (12) individual voting Trustees; provided, however, that the Board of Trustees shall be deemed duly constituted and may commence operations of the Pool and Trust upon seating of and execution of this Agreement by four (4) initial Trustees. Each Trustee must be a Participant and current employee of a Member, except as provided below.

Initial Board of Trustees: Trustees shall be appointed to the initial Board of Trustees from among the following:

- (a) One At-Large Trustee who is a Member Representative from the Missouri State Council of Fire Fighters (MSCFF);
- (b) One At-Large Trustee who is a Member Representative from the Missouri Association of Fire Chiefs (MAFC);
- (c) One At-Large Trustee who is a Member Representative from the Fire Fighters Association of Missouri (FFAM);
- (d) Advisory Trustee Dr. Sarah Janke, Director and Senior Scientist, NDRI-USA;
- (e) At least three (3) Trustees who are Member Representatives taken from the pool Members of any size or type, who are employees of the Member. There shall be one Member Representative Trustee position elected from each of the following regions: Western Missouri; Central Missouri; Eastern Missouri.

Future Board of Trustees:

- (a) At-Large” and Advisory Trustee positions shall remain as permanent Trustee positions unless removed by the subsequent amendment of this Agreement.
- (b) The number of Member Representative Trustees shall be no less than three (3) and may be increased at the discretion of the Board.
- (c) Regional designations as required for Member Representative Trustees shall remain as constituted for the initial Board of Trustees; except that if the Board of Trustees shall in their discretion expand the number of Trustee positions for Member Representatives such regional designations or districts may be expanded or reconfigured at the Discretion of the Board of Trustees.
- (d) Nominations for Trustees from the Members and representative organizations shall be made by elected governing body of the Member (i.e., district board of directors, city

council, MSCFF Board of directors) and be submitted to the Board of Trustees at such time as the Board may require.

- (e) The initial Board appointments notwithstanding, Trustees shall be elected by the members present at an Annual Meeting as provided for in this Agreement. Terms of the Trustees shall be three-year, overlapping terms or until their successors have been appointed, except that in the initial appointment of Trustees, two of them shall serve an initial term of one year, two shall serve an initial term of two years and two of them shall serve an initial term of no more than one year so as to establish the staggering of terms. The term shall begin on a January 1, and end at midnight on a December 31, except that the initial Trustees' terms shall begin upon the formation of the Pool.
- (f) A vacancy shall occur on the Board of Trustees when a Trustee (1) submits a written resignation to the Board of Trustees; (2) dies; (3) ceases to be a Participant; (4) ceases to be a Member Representative; (5) fails to attend three consecutive regular meetings of the Board of Trustees without the Board having entered upon the record its proceedings an approval for an additional absence or absences, except that such additional absence or absences shall be excused for temporary mental or physical disability or illness; or (6) is convicted of a felony. Any vacancy on the Board of Trustees shall be filled by appointment of the Board for the unexpired portion of the term. Upon appointment and written acceptance thereof, a successor Trustee shall have all the title, rights, powers and privileges and duties conferred or imposed upon the initial or predecessor Trustee.

3.2 **Successor Trustees.** No successor Trustee need examine the accounts, records and acts of any previous Trustee of any allocation of the Trust assets, nor shall such successor Trustee be responsible for any act or omission to act on the part of any previous Trustee. All Trustees and their successors from time to time acting under this Agreement shall have all the rights, powers and duties of the initial Trustees named in this Agreement, unless this Agreement is amended to provide otherwise.

3.3 **Compensation.** The Trustees shall receive no compensation for their services rendered under this Agreement other than any compensation as an employee of a particular Member. The Board of Trustees may adopt policies to reimburse Trustees for actual meeting expenses and attendance at the Board of Trustees meetings and other properly incurred expenses on Trust matters.

3.4 **Chair and Officers; Sub-Committees.** The officers of the Board of Trustees shall be the chair, vice chair and secretary/treasurer. The officers shall be appointed by the Board of Trustees from among its members. Appointment of officers shall occur at the first meeting of the Trustees each year. The Board of Trustees may establish sub-committees necessary or appropriate to the exercise of its powers.

3.5 **Meetings.** The Board of Trustees shall determine the time and place of its regular meetings. Special meetings of the Board of Trustees may be called by the chair or by four (4) Trustees. The Trustees shall be provided with at least ten (10) days prior written notice designating

the time, place and agenda of a regular meeting and three (3) days prior written notice designating the time, place and agenda of any special meeting. The manner of giving notice of meetings may include, without limitation, service by electronic mail to the Trustee's e-mail address. Regular and special meetings of the Board of Trustees may be held by telephone or electronic (internet-based) conference call. Any meeting at which all Trustees are present in person, or concerning which all Trustees have waived notice in writing, shall be a valid meeting without the requirement to provide any notice.

3.6 **Proxy.** Any Trustee may duly authorize in writing another Trustee to cast a vote on one (1) or more specific matters to be voted on at a meeting, on behalf of such Trustee. Any such written authorization must specify the matter or matters and be given for a specific meeting and may not carry over to subsequent meetings.

3.7 **No Delegates.** A Trustee and/or the Trustee's Member Representative may not appoint a delegate to serve in his or her place.

3.8 **Quorum and Voting.**

- (a) To constitute a quorum at any regular or special meeting of the Board of Trustees and for any action to be valid at such meeting, there must be present in person or by proxy a majority of the seated appointed Trustees.
- (b) Valid actions at meetings at which a quorum is present require the affirmative vote of a simple majority of those Trustees present and voting, except where an absolute majority is expressly required. Each Trustee shall cast his or her vote on each matter upon which action is taken, except where abstention from voting is required because of conflict of interest.
- (c) To approve the following items, an absolute majority vote (as defined below) is required:
 - (1) Annual budget;
 - (2) Incurring any debt other than liabilities in the ordinary course of business;
 - (3) Settling any litigation involving the Plan or Trust.

An absolute majority vote is the affirmative vote of at least four (4) Trustees, unless fewer Trustees are seated. Then a majority of the seated Trustees is needed.

3.9 **Action without a Meeting.** Any action that may be taken at a meeting of the Board of Trustees may be taken without a meeting upon the written consent of a sufficient number of the Trustees otherwise required to approve such action at a meeting and shall be effective on the date of the last consent, unless two (2) or more Trustees object to taking the action without a meeting. A copy of such written consent, signed by the Trustees, shall be provided within ten (10) days of the effective date of the consent to each Trustee. Consent may be signified by a signature of the Trustee on a written consent or by an electronic means, such as an affirmative email response to a request for confirmation of favorable action on a matter, approval of a specific resolution, etc.

3.10 **Conflicts of Interest.** Trustees should avoid the appearance of impropriety. A Trustee shall exercise care that the Trustee's independent judgment in the discharge of Board of Trustees responsibilities is not impaired as a result of conflicts between the interests of the Trust and the Trustee's own financial interests or personal interests, or the financial interests or personal interests of the members of the Trustee's family or associates. A Trustee shall not vote or decide upon any matter relating solely to himself or herself, or matter solely relating to their Member organization, or vote in any case in which his or her individual right or claim to any benefit under the Plan is particularly involved or in which he or she otherwise has a conflict of interest. In the event that a Trustee believes that he or she has a conflict of interest, the Trustee shall disclose the conflict to the Board of Trustees and shall refrain from participating in the matter to which the conflict relates. The minutes of the meeting where the disclosure is made shall reflect the disclosure and the fact of the Trustee having abstained from participation in the matter. A Trustee shall not use confidential information acquired in the course of the performance of Board of Trustees responsibilities to further that Trustee's own financial interests or personal interests, or the financial interests or personal interests of the members of the Trustee's family or associates.

3.11 **Office Location and Meeting Place.** All meetings of the Board of Trustees shall be held at a place designated at least annually by the Board of Trustees, or the chair, if the Board of Trustees is unable to reach an agreement regarding a meeting location. The Trust shall have its initial principal office at The Scarborough Law Office, LLC, 130 S. 2nd Street, Odessa, Missouri, 64076. Said designated principal office may be changed at the discretion of the Board of Trustees.

3.12 **Agent for Service of Legal Process.** The designated agent for service of legal process shall be The Scarborough Law Office, 130 S. 2nd St., Odessa, Missouri, 64076, or any successor agent as the Board of Trustees shall designate.

3.13 **Rules and Regulations.** The Board of Trustees shall have the power at any regular or special meeting to adopt bylaws, rules, regulations, and policies for the administration of the Trust, and for the conduct of the affairs of the Board of Trustees. Any bylaws, rules, regulations and policies of the Board of Trustees shall be consistent with the written provisions of the Trust Agreement and shall be binding upon all persons dealing with the Trust and upon any and all persons claiming any benefits under the Plan.

ARTICLE IV DUTIES OF BOARD OF TRUSTEES

4.1 **Duties.** It shall be the duty of the Board of Trustees:

- (a) **Receipt of Contributions.** To receive any contributions paid to it under this Agreement in cash or in other property acceptable to the Board of Trustees. The Board of Trustees shall not be responsible for the calculation or collection of any contribution required to be paid by the Member to the Trust under the Plan but shall be responsible only for property actually received by it pursuant to this Agreement.

- (b) **Management of Funds.** To hold, invest, reinvest, manage, and administer (except as otherwise provided herein) all contributions so received, together with the income therefrom and any other increment thereon, for the benefit of Participants and their Beneficiaries in accordance with the terms of this Agreement.
- (c) **Payments.** To direct payments under the Plan; provided, however, that the Board of Trustees may rely upon the directions received from the Administrator, and the Administrator hereby indemnifies the Board of Trustees from any loss, claim, damage or liability, including legal expenses, that may arise in connection with the Board of Trustees acting upon such direction.
- (d) **Appointment of Administrator.** To appoint such person, committee or entity as the Board of Trustees shall determine to serve as Administrator of the Plan, and to contract with the Administrator for provision of its services. The Board of Trustees shall have the power to terminate the appointment of the Administrator upon written notice with or without cause.
- (e) **Appointment of Committees.** To appoint or delegate as necessary such persons, committees or entities as the Board of Trustees shall determine in its sole discretion to make and advise decisions under the Plan and Trust; provided, however, that the Board of Trustees may withhold to itself all authority and decision making to itself without delegation.

ARTICLE V INVESTMENT OF TRUST ASSETS

5.1 **General Investment Power/Investment Funds.**

- (a) **Authority of Trustees.** Except as provided in Sections 5.2 and 5.3, the Board of Trustees shall have all authority and responsibility for the management, disposition and investment of the Trust Fund, and the Board of Trustees may consider the advice and directions of investment advisors if so appointed. The Board shall not issue any directions that are in violation of terms of the Plan or this Agreement, or the law governing investment of public funds as stated in the Missouri Constitution Article IV, Section 15, and RSMO 30.270, as may be in effect from time to time.
- (b) **Investment Funds.** The Trust may be divided into one or more separate Investment Funds, the number, makeup and description of which shall be determined from time to time by the Trustees. The Board of Trustees shall implement, terminate, value, transfer to and from and allocate the gains, losses and expenses among the Investment Funds in accordance with the advice and input of the Administrator, or their delegates, and, to the extent applicable under the terms of this Agreement, the directions of Investment Managers if so utilized.

- (c) **Funding Policy.** The Board of Trustees shall have responsibility for selecting or establishing and carrying out a funding policy and method, consistent with the objectives of the Plan. The Board of Trustees shall be responsible for the proper diversification of the Trust Fund, for the prudence of any investment of Trust assets consistent with State law, for compliance with statutory limitations on the amount of investment in securities, and for assuring that any such investments meet the requirements of State law.

5.2 **Investment Managers.**

- (a) **Appointment.** The Board may, but shall not be required to, appoint one or more Investment Managers to manage the assets of all or any one or more of the Investment Funds. Each such Investment Manager shall be either (i) registered as an investment adviser under the Investment Advisers Act of 1940; (ii) a bank, as defined in such Act; or (iii) an insurance company qualified to perform the services of Investment Manager under the laws of more than one state. The Board of Trustees shall obtain from any Investment Manager so appointed by it a written statement acknowledging (i) that such Investment Manager is or on the effective date of its appointment will become a fiduciary with respect to the Trust assets under its management; (ii) certifying that such Investment Manager has the power to manage, acquire or dispose of Trust assets in the manner contemplated by the contract or other written instrument by which its appointment is or will be effected; and (iii) certifying that it is either an investment adviser, a bank or an insurance company which is qualified to be appointed as an Investment Manager under this Agreement.
- (b) **Contractual Arrangement.** The Board shall enter into a written contract or agreement with each such Investment Manager in connection with its appointment as such, and such contract shall be subject to such terms and conditions and shall grant to the Investment Manager such authority and responsibilities in the management of the applicable Investment Fund assets as the Trustees deem appropriate under the circumstances. Without limiting the generality of the foregoing, such contract may establish investment objectives for the assets of the Investment Fund(s) under the management of the Investment Manager and may limit the types of assets that may be acquired or held by such Investment Fund(s).
- (c) **Board of Trustees's Duties.** With respect to each Investment Fund the management of which has been delegated to an Investment Manager, the Board of Trustees shall at their discretion follow and carry out the instructions of the appointed Investment Manager with respect to the acquisition, disposition and reinvestment of assets of such Investment Fund, including instructions relating to the exercise of all ownership rights in such assets.

- (d) **Failure to Direct.** In the event that an appointed Investment Manager shall fail to provide direction the Board of Trustees with respect to investment of all or any portion of the cash held in an Investment Fund under its management, the Board of Trustees shall invest such cash only when appropriate, and in suitable fashion, to the best interest of the Trust.
- (e) **Termination of Appointment.** The Board shall have the power to terminate the appointment of an Investment Manager upon written notice with or without cause. Upon the termination of the appointment of an Investment Manager, the Trustees may (i) seek a successor Investment Manager with respect to the Investment Fund(s) formerly under the management of the terminated Investment Manager, (ii) merge or combine such Investment Fund(s) with other Investment Fund(s) or Trust assets, or (iii) invest the assets of such Investment Fund as the Trustees deem appropriate in accordance with the existing funding policy.

5.3 **Manner and Effect of Directions.**

- (a) **Delegation of Authority to Custodian.** The Custodian is delegated the authority and responsibility for receiving and carrying out the directions of the Board of Trustees, the Administrator, any Investment Manager or their designees. With respect to any assets held by a party other than Board of Trustees, the Board of Trustees is authorized and directed to delegate to the Custodian the authority and responsibility for receiving and carrying out the directions of the any Investment Manager or their designees. The Board of Trustees is authorized and directed to enter into such agreements with another Custodian as are deemed necessary or appropriate to affect such delegation.

- 5.4 **Authorization of Designee(s).** The Administrator and the Custodian may each appoint one or more designees to act on their behalf. If a designee (or designees) is appointed, the appropriate committee shall furnish the Board of Trustees with written documentation of the appointment and a specimen signature of each designee. The Board of Trustees shall be entitled to rely upon such documentation until the Board of Trustees is otherwise notified in writing.

ARTICLE VI POWERS OF BOARD OF TRUSTEES

- 6.1 **General Authority.** In accordance with the stated intent of the Pool, directions of the Members, and advice of any Investment Managers as provided in Article V, the Board of Trustees shall have the power to manage the Pool, and receive, hold, manage, convert, sell, exchange, invest, reinvest, disburse and otherwise deal with the assets of the Trust, including contributions to the Trust and the income and profits therefrom, to be held in trust, without distinction between principal and income and in the manner and for the uses and purposes set forth in the Plan and as hereinafter provided.

- 6.2 **Specific Powers.** In the management of the Pool and Trust, the Board of Trustees shall have the following powers in addition to the powers customarily vested in Trustees by law and in no way in derogation thereof; provided, all such powers shall be exercised only upon due consideration and advice to the extent applicable of any duly appointed advisors and/or Investment Managers:
- (a) **Purchase of Property.** With any cash at any time held by it, to purchase or subscribe for any authorized investment (as defined in Section 6.3) and to retain the same in trust.
 - (b) **Disposition of Property.** To sell, exchange, transfer or otherwise dispose of any property at any time held by it.
 - (c) **Retention of Cash.** To hold cash without interest in administrative accounts for contribution and distribution processing in such amounts as may be reasonable and necessary for the proper operation of the Plan and the Trust.
 - (d) **Exercise of Owner's Rights.** The Members acknowledge and agree that the Board of Trustees shall have the right or power to vote proxies appurtenant to securities that it holds. The Members acknowledge and agree that the Board of Trustees shall have the power to make any review of, or consider the propriety of, holding or selling any assets held in the Trust Fund in response to any tender offer, conversion privilege, rights offering, merger, exchange, public offering and/or any proxy action for any of such assets.
 - (e) **Registration of Investments.** To cause any stock, bond, other security or other property held as part of the Trust to be registered in its own name or in the name of one or more of its nominees; provided, the books and records of the Board of Trustees shall at all times show that all such investments are part of the Trust.
 - (f) **Borrowing.** To the extent permitted by State law, to borrow or raise money for the purposes of the Trust in such amounts, and upon such terms and conditions, as appropriate in the best interest of the Trust; and, for any sum so borrowed, to issue its promissory note as Board of Trustees and to secure the repayment thereof by pledging all or any part of the Trust Fund to the extent permitted by State law; and no person lending money to the Board of Trustees shall be bound to see to the application of the money lent or to inquire into the validity, expediency or propriety of any such borrowing.

- (g) **Purchase of Contracts.** To apply for, purchase, hold, transfer, surrender and exercise all incidents of ownership of any insurance, re-insurance, excess or stop loss insurance or annuity contract that the Board of Trustees determines to purchase or that is necessary or appropriate to carrying out the purposes of the Plan. The Board of Trustees shall endeavor to obtain stop loss insurance to provide coverage for payment of benefits under the Plan above specified per claim and aggregate limits, provided such stop loss coverage can be obtained at a reasonable cost as determined by the Board of Trustees.
- (h) **Execution of Instruments.** To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments, which may be necessary or appropriate to carry out the powers herein granted.
- (i) **Settlement of Claims and Debts.** To settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Trust, to commence or defend suits or legal or administrative proceedings and to represent the Trust in all suits and legal and administrative proceedings.
- (j) **Establish Rules and Policies.** To establish, to the extent consistent with this Agreement and the Plan, rules and policies necessary or appropriate to the administration of the Trust or the carrying out of the powers herein granted.
- (k) **Trustee Insurance.** To purchase on behalf of the Board of Trustees, Trustees' errors and omissions insurance or similar coverage in such amounts as are recommended by a licensed insurance broker for benefit plans and a Trust of similar size and purpose.
- (l) **Risk Management.** To establish reasonable risk management policies and procedures.
- (m) **Delegation.** To delegate in writing fiduciary responsibilities or ministerial powers and duties to such officers, agents, representatives and independent contractors as determined desirable, provide such delegation does not conflict with the provisions of this Agreement or the Plan.
- (n) **Employment of Agents, Advisers and Counsel.** To employ suitable agents, actuaries, auditors, accountants, investment advisers, brokers, consultants and counsel, and to pay their reasonable expenses and compensation.
- (o) **Appointment of Custodian.** The Board of Trustees shall designate a custodian to hold Trust assets. The Board of Trustees may change the custodian upon an affirmative vote of a majority of seated Trustees.

- (p) **Statutory Provisions.** To exercise powers and carry out obligations provided for in the Revised Statutes of the State of Missouri, in matters relating to the administration of the Plan and Trust, upon such terms and conditions as it may deem in the best interest of the Trust.
- (q) **Power to do any Necessary Act.** To do all acts which it may deem necessary or proper and to exercise any and all powers under the Plan and this Agreement upon such terms and conditions as it may deem in the best interests of the Trust.

6.3 **Authorized Investments.**

- (a) **General Definition.** “Authorized investment” as used in this Article VI shall mean and be limited to those investments that are defined as permissible for investment of public funds in Missouri Constitution Article IV, Section 15, and RSMO 30.270, as may be in effect from time to time.
- (b) **Responsibility for Compliance.** The responsibility for determining whether any investment of Trust assets complies with the terms of this Agreement and applicable law shall lie solely with the Board of Trustees.

ARTICLE VII CONTRIBUTIONS TO THE TRUST FUND

7.1 **Member Contributions.** Subject to the limitations of this Agreement, each Member shall pay or cause to be paid contributions to the Trust at such times and in the amounts determined by the Board of Trustees as are necessary to ensure funding of the Trust is sufficient, that operation of the Trust is not hazardous to the public or Participants or which the Board of Trustees otherwise deems beneficial to protect the financial condition of the Trust. The Board of Trustees shall establish Member contributions consistent with this Agreement, the Plan and any guidelines consistent with this Agreement and the Plan as established by the Board of Trustees from time-to-time. The Trustees may, in their discretion, assess special or additional member contributions for any fiscal year if, in the discretion of the Trustees, it is in the best and necessary fiscal interests of the Trust and Pool.

7.2. **Contributions on Annual Basis; Rate Structure.** The contribution rate structure for Member contributions shall provide for contributions to be made on an annual basis. Contributions shall be sufficient to fund the projected benefits and applicable expenses for the Participants receiving benefits under the Plan.

7.3 **Failure to Make Contributions.**

- (a) If any Member fails to make its Member contribution to the Trust within thirty (30) business days after the date on which they are due, such contributions shall bear interest from the date due at the rate of return for the current Prime rate set on the

date when such contribution was first due plus one percent (1%), compounded monthly.

- (b) The Board of Trustees has the right, upon an affirmative vote of a majority of seated Trustees, with any Trustees from a Member in default excluded from the vote, should the delinquent Member not cure the delinquency within thirty (30) calendar days after the Administrator provides written notice to the Member of its delinquency, to terminate:
 - (1) such Member's participation in the Plan and Pool at the end of an additional thirty (30) calendar day notice period or the end of the Plan year of the Member's delinquency, if earlier, if such delinquency is not cured, and
 - (2) upon such termination, no claims submitted by Participants of the delinquent Member for benefits subsequent to the date of the termination, shall be paid by the Trust.
- (c) The Board of Trustees also has the right, upon an affirmative vote of a majority of seated Trustees, with any Trustees from the Member in default excluded from the vote, to notify the Participants of such delinquent Member that such Member's participation in the Plan and Pool has been or will be terminated.
- (d) Nothing herein, however, shall relieve the delinquent Member of its responsibility for benefits payable to its Participants.

7.4 **No Multi Year Debt Obligation of Public Funds.** This Agreement does not create a multiple fiscal year direct or indirect debt or other financial obligation. All financial obligations of a Member under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. The total of a Member's contributions for any Fiscal Year, including special or additional contributions, shall not exceed one and one half (1 ½) times the annual contribution billed for such Fiscal Year unless additional funds for payment thereof have been appropriated by the Member.

7.5 **Reports.** The Board of Trustees shall provide reports needed for purposes of administration of this Agreement and the Plan.

ARTICLE VIII PARTICIPATION, WITHDRAWAL AND OBLIGATIONS OF MEMBERS

8.1 **Participation in Trust by Members.** The initial participating Members in the Trust are as set forth on Exhibit A. Additional Members may participate in the Trust subject to the approval of the Board of Trustees, which participation shall be effective as of the beginning of the next Fiscal Year or such other date as determined by the Board of Trustees. Participation in the Trust is limited to those employers who are governmental entities as defined in RSMO 610.010 (4), participating for the purposes defined by RSMO 537.620 and of RSMO 320.400, and a Member

may participate in the Trust for such purposes. The Board of Trustees reserves the right to require a new participating Member at the time of joining the Trust to contribute to the reserves of the Trust or to make such other appropriate financial contribution as determined by the Board of Trustees. The Board of Trustees may reject requested participation by any additional Member for any reason. To participate in the Trust, a Member must properly adopt and enter into this Trust Agreement and associated bylaws, which shall be evidenced by providing to the Board of Trustees (i) a certified copy of the resolution or ordinance of the governing body of the Member approving and entering into and agreeing to be subject to, this Agreement and associated bylaws, and (ii) a signed counterpart original of this Agreement duly executed by presiding officer of the governing body or other authorized officer of the Member. An electronic copy of a signed original shall suffice. In addition, the Board of Trustees may in its discretion allow for execution of required documents via digital signature.

8.2 **Withdrawal by Member.** A Member may withdraw from participation in the entire Trust on the following terms and conditions:

- (a) Except as provided in this section, any Member which intends to withdraw from participation in the Trust must give at least ninety (90) days advance written notice to the Board of Trustees. Upon a Member's withdrawal from the Trust, any Trustees who are employees of such Member shall no longer serve as Trustees.
- (b) Upon withdrawal, the Member shall be deemed to have withdrawn from participation in the entire Trust. Upon the effective date of withdrawal, the Member's Participants shall cease to participate in the Plan, provided, that if required by law, a Participant's benefits may be extended pursuant to, if and to the extent applicable, the terms and provisions of the Plan, including those Participants who have filed a claim for or are receiving benefits under the terms of the Plan prior to the effective date of the Member's withdrawal, in which case benefits shall continue subject to the withdrawing Member's payment of required contributions.
- (c) Upon withdrawal, the Board of Trustees also has the right to notify the Participants of such withdrawing Member that such Member's participation in the Plan and Trust has ceased or will cease.
- (d) In the event of a Member's withdrawal pursuant to this section, such withdrawing Member shall have no right to any of the assets, income or reserves of the Trust at any time, nor shall such Member have any right to a refund or rebate of any of its contributions to the Trust.

8.3 **Successors and Assigns.** Upon approval of the Board of Trustees, a participating Member may transfer or assign its participation in the Trust to any successor in interest, whether by merger, consolidation, reorganization, restructuring, transfer of employees, or dissolution, creation or consolidation of Member entities or governing boards or otherwise.

8.4 **Powers of Members.** In addition to powers herein vested in the Members, the Members shall have the power to:

- (a) Amend the Agreement by a two-thirds (2/3) vote of the Members present at a meeting. Written notice of any proposed amendment shall be provided to each Member at least forty-five (45) days in advance of any vote on the amendment.
- (b) Terminate the Plan and disburse its assets by a two-thirds (2/3) vote of all Members, pursuant to such notice and in keeping with such procedure as shall be established by the Board of Trustees. In the case of such a vote, termination of the Plan shall be pursuant to provisions of Article X.

8.5 **Meetings of the Members.** Meetings of the Members shall be held as follows:

- (a) Members shall meet at least once annually at a time and place to be set by the Board of Trustees, with notice provided to each Member at least thirty (30) days in advance electronically.
- (b) Special meetings of the Members may be called by the Board of Trustees upon its own motion and shall be called by the Board of Trustees upon written request of thirty (30) percent of the Members, with notice mailed to each Member at least thirty (30) days in advance.
- (c) The chair of the Board of Trustees shall preside at the meetings; the vice chair shall preside in the absence of the chair; and the secretary/treasurer shall preside in the absence of both the chair and vice-chair.
- (d) Thirty percent (30%) percent of the Members shall constitute a quorum to conduct business at a member meeting.
- (e) Except for action to terminate the Plan, proxy voting shall be allowed, pursuant to such procedures as the Board of Trustees may determine. Each Member shall be entitled to one vote on each issue, to be cast by its Member Representative.

8.6 **Member Obligations.** In addition to the other provisions, hereof, each Member shall have the obligation to:

- (a) Pay all contributions or other payments to the Trust at such times and in such amounts as shall be established by the Board of Trustees. Any delinquent payments shall be paid with interest pursuant to a policy established by the Board of Trustees and uniformly applied.
- (b) Designate in writing a Member Representative and one or more alternates for the Members' meetings. The Representative and any alternate shall be an employee of the Member, and may be changed from time to time. Any alternate may exercise all the powers of the Representative during a Member meeting in the absence of the Member Representative.

- (c) Allow the Board of Trustees and Administrator and their agents reasonable access to records of the Member as required for the administration of Plan and Trust.
- (d) Cooperate fully with the Board of Trustees and Administrator and their agents in matters relating to the administration of the Plan and Trust and the administration and coordination of benefits under the Plan.
- (e) Allow the Board of Trustees to make decisions regarding, and to designate attorneys to represent the Member in, the investigation, settlement and litigation of any claim within the scope of benefits furnished through the Plan.
- (f) Comply with the benefits administration, claims handling and related policies established by the Board of Trustees.

ARTICLE IX ADMINISTRATION

9.1 Accounting.

- (a) **Books and Records.** The Administrator generally shall be responsible for keeping accurate and detailed records of all investments, receipts and disbursements and other transactions hereunder, including such specific records as shall be required by law and such additional records as may be agreed upon in writing between the Administrator and the Board of Trustees. The Trust shall account for contributions made for any benefits as may be offered by the Pool pursuant to RSMO 320.400, but separate audits or financial statements are not required. All books and records relating thereto shall be open to inspection and audit at all reasonable times by any person or persons designated by the Administrator or the Members. The Board of Trustees shall promptly provide copies of such books or records to any persons designated by the Administrator.
- (b) **Accounting.** Following the close of each Plan year of the Plan, or more frequently as the Board of Trustees and the Administrator may agree, the Board of Trustees, with the assistance of the Administrator, shall cause to be prepared a written statement setting forth all investments, receipts, disbursements and other transactions effected during such year or during the period beginning as of the close of the last preceding year. Except as may be required by statute or by regulations published by State or federal government agencies with respect to reporting and disclosure, as may be required pursuant to the terms of the Plan or this Agreement or as reasonably may be requested by a majority of the Members, no person shall have the right to demand or to be entitled to any further or different accounting by the Board of Trustees.
- (c) **Release.** Except with regard to claims of breach of fiduciary duty, upon the expiration of 90 days from the date of presentation to the Members of such annual

or other statement, the Board of Trustees shall forever be released and discharged from any liability or accountability to anyone as respects the propriety of its acts or transactions shown in such account, except with respect to any acts or transactions as to which, within such 90-day period, a Member whose interest is affected by such act or transaction shall file with the Board of Trustees its written disapproval. In the event such a disapproval is filed, and unless the matter is compromised by agreement of the Board of Trustees, the Board of Trustees shall file its statement covering the period from the date of the last annual statement to which no objection was made in any court of competent jurisdiction for audit or adjudication. The applicable statutes of limitation shall be available to the Board of Trustees in the event of a claim of breach of fiduciary duty.

- (d) **Valuations.** The Board of Trustees shall designate a party to be responsible for valuations of assets of the Trust for which prices are not readily available on a nationally recognized securities exchange.
- (e) **Reliance on Administrator.** The Board of Trustees shall be entitled to rely on the Administrator and any Custodian, other than Board of Trustees, for the maintenance and provision of all records specified in this Section.

9.2 **Expenses.** The expenses incurred by the Board of Trustees in the performance of its duties hereunder, including fees for legal and other services rendered and all other proper charges and disbursements of the Board of Trustees, including taxes of any and all kinds whatsoever, that may be levied or assessed under existing or future laws upon or in respect of the Trust or any money, property or security forming a part of the Trust Fund, shall be paid by the Board of Trustees from the Trust Fund, and the same shall constitute a charge upon the Trust Fund. To the extent the Member pays any expenses that are properly payable from the Trust Fund, the Board of Trustees shall reimburse the Member that has made payment from the Trust Fund if requested to do so by the Member.

ARTICLE X AMENDMENT OF TRUST; TERMINATION OF PLAN

10.1 **Amendment of Trust.**

- (a) **Right to Amend.** The Members may amend this Agreement at any time or from time to time by the affirmative vote of two-thirds (2/3) of all Members, and any such amendment by its terms may be retroactive. An amendment shall require compliance with the terms of Section 8.4(a). An adopted amendment shall become effective upon the date specified in the ballot approved by the Members, without necessity of further written consent or signatures by the Members. Upon adoption of any amendment, the Board of Trustees shall cause a current copy of this Agreement to be sent to each Member.

- (b) **Exclusive Benefit.** Notwithstanding the foregoing, no amendment shall be made which would authorize or permit any assets of the Trust Fund, other than such assets as are required to pay taxes and administration expenses, to be used for or diverted to purposes other than the exclusive benefit of Participants or Beneficiaries.
- 10.2 **Termination of Plan.** The Trust shall continue for such time as may be necessary to accomplish the purposes for which it was created and shall terminate only upon the complete distribution of the Trust. The Trust may be terminated as of any date (and shall in fact terminate upon the complete distribution of the funds of this Trust on such date or thereafter) by unanimous vote of the Board of Trustees and approval by a two-thirds (2/3) vote of all Members. Upon termination of the Trust, provided that the Board of Trustees has not received instructions to the contrary, the Board of Trustees shall liquidate the Trust and, after paying the reasonable expenses of the Trust, including expenses involved in the termination, distribute the balance thereof according to the written directions of each Member for the provision of benefits similar to those provided under the Plan for the benefit of each such Member's Participants and Beneficiaries covered thereunder; provided, however, that the Board of Trustees shall not be required to make any distribution until the Board of Trustees is reasonably satisfied that adequate provision has been made for the payment of all taxes, if any, which may be due and owing by the Plan and the Trust; and provided, further, that in no event shall any distribution be made by the Board of Trustees until the Board of Trustees is reasonably satisfied that the distribution will not be contrary to the applicable provisions of the Plan dealing with termination of the Plan and the Trust.
- 10.3 **Final Accounting.** At such time as the Trust is terminated, the Board of Trustees shall render a final accounting of the affairs of the Trust to each participating Member, and thereafter there shall be no claim or action against the Board of Trustees or any Trustee, and they shall have no further responsibilities or duties and shall be discharged.

ARTICLE XI MISCELLANEOUS

- 11.1 **Nonalienation of Benefits.** Neither the benefits payable from the Trust Fund nor any interest in any of the assets of the Trust Fund shall be subject in any manner to the claim of any creditor of a Participant, or Beneficiary or to any legal process by any creditor of such Participant, or Beneficiary; and neither a Participant nor any Beneficiary shall have any right to alienate, commute, anticipate or assign any right to benefits payable from or any interest in the Trust, except as provided in the Plan.
- 11.2 **Benefit.** Except as otherwise provided in the Plan and this Agreement, no part of the Trust hereunder shall be used for or diverted to any purpose other than for the benefit of Participants and Beneficiaries or the payment of expenses as herein provided.
- 11.3 **Effect of Plan.** The Board of Trustees is not a party to the Plan, and in no event shall the terms of the Plan, either expressly or by implication, be deemed to impose upon the Board

of Trustees any power or responsibility other than as set forth in this Agreement. In the event of any conflict between the provisions of the Plan and this Agreement, this Agreement shall be deemed to be incorporated into and be a part of the Plan, and the terms of this Agreement shall control over any inconsistent terms of the Plan not contrary to State law.

11.4 **Dispute Resolution.**

- (a) Disputes arising in relation to benefits under the Plan shall be resolved in accordance with the procedures established in the Plan.
- (b) The parties to this Agreement (each, a “party”) are mutually committed to collaborative problem solving for resolving issues that may arise among or between them concerning this Agreement. In the event of a dispute, the complaining party may notify the other party of the dispute in writing and each party to the dispute will each appoint a representative to negotiate in good faith to resolve the dispute. These negotiations between representatives of the parties shall continue until the earliest of: (a) the time the dispute has been resolved; (b) the designated representatives have concluded that continued negotiation does not appear likely to resolve the dispute; or (c) sixty (60) days from the date of written notice of the dispute. If the dispute is not resolved through direct negotiations, the parties may, with the consent of all parties, attempt to settle any dispute arising out of or related to this Agreement through mediation. Unless otherwise agreed by the parties, mediation shall proceed as follows: The parties may agree on a mediator. If they are unable to agree on a mediator within sixty (60) days of the agreement to mediate, the parties shall contact an agreed upon dispute resolution organization or service and shall use its selection process to select a mediator. Each party shall bear its own costs of the mediation and the parties shall share the costs of the mediator. The mediation shall be scheduled within ninety (90) days of the agreement to mediate. If the direct negotiation process is unsuccessful and the parties do not consent to mediation or the agreed-upon mediation process does not successfully resolve the dispute within ninety (90) days of the agreement to mediate, the parties shall be entitled to pursue any other remedy allowed by law or this Agreement. However, no party shall pursue such a remedy without first exhausting the direct negotiation process.

11.5 **Entire Agreement.** This Agreement, Trust Agreement, and all exhibits and amendments attached hereto, together with Bylaws and Articles of Incorporation, constitutes the entire understanding and agreement between the parties with regard to the subject matter hereof, shall serve as an intergovernmental agreement between the members, and there are no other agreements or understandings between the parties relating to the subject matter hereof other than those set forth or provided for herein.

11.6 **Approval of the Members.** The Members shall have the right, on behalf of all individuals at any time having any interest in the Trust, to approve any action taken or omitted by the Board of Trustees.

- 11.7 **Liability for Predecessor or Successor.** No successor Trustee hereunder in any way shall be liable or responsible for any actions or omissions of any prior Trustee in the administration of the Trust or the Trust Fund prior to the date such successor Trustee assumes its obligations hereunder, nor shall any prior Trustee in any way be liable or responsible for any actions or omissions of any successor Trustee.
- 11.8 **Liability for Acts of Others.** No Trustee shall be liable for the acts or omissions of a Member, the Custodian, the Administrator, or any Investment Manager except with respect to any acts or omissions of any such party in which the Trustee participates knowingly or which the Trustee knowingly undertakes to conceal, and which the Trustee knows constitutes a breach of fiduciary responsibility of such party.
- 11.9 **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the Trust, the Board of Trustees, the individual Trustees, or the Members, of governmental immunity or of the sovereign immunity of the State of Missouri or its instrumentalities or any provision of the Constitution of the State of Missouri, the Revised Statutes of the State of Missouri, including but not limited to RSMO Chapter 537.
- 11.10 **Controlling Law.** This Agreement shall be construed according to the laws of the State of Missouri.
- 11.11 **Effective Date.** This Agreement shall be effective on and after October 1, 2021. Any amendment to this Agreement shall become effective upon the date specified in the ballot approved by the Members to adopt such amendment.
- 11.12 **Execution in Counterpart.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each Member has taken appropriate legislative action approving this Agreement, and caused this Agreement to be signed by its duly authorized officers or representatives as of the day set forth its signature.

EXHIBIT A

MEMBER

Entity: _____

Sign: _____

Print: _____

Title: _____

Attest:

Sign: _____

Print: _____

Title: _____

Date of Member Adoption of Agreement:

Date: _____



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-07 An Ordinance of the City Council Authorizing Execution of a Third Supplement STP-Urban Program Agreement with the Missouri Highways and Transportation Commission for Additional Extension of the Shuyler Creek Trail.

Submitted By: Karen Haynes, Planning & Development Manager

Date: February 06, 2024

Issue Statement

Authorization for the execution of the Third Supplemental Agreement for the Shuyler Creek Trail Extension Project.

Discussion and/or Analysis

This is the Third Supplemental Agreement with the Missouri Highways and Transportation Commission of the STP-Urban Funds Agreement for the public improvements designated for construction of the extension of the Shuyler Creek Trail to Elm Street/Farm Road 182 and along Farm Road 182 to Wilson's Creek National Battlefield.

The Third Supplemental Agreement adds additional Transportation Alternatives Program (TAP) Funds for the Construction Phase of the project, with the federal share of 80 percent (80%), not to exceed \$1,078,749.

MoDOT requires the Agreement to be approved by Ordinance by the local governing body prior to distribution of funds/start of construction.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING EXECUTION OF A THIRD SUPPLEMENTAL STP-URBAN PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR ADDITIONAL EXTENSION OF THE SHUYLER CREEK TRAIL

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

WHEREAS, on November 5, 2019, in Resolution 19-R-37, the Council authorized the City’s Community Development Department (and other City departments) to apply for a grant to fund, at least in part, extension of the Shuyler Creek Trail (herein, “the Project”); and

WHEREAS, on May 19, 2020, in Ordinance 20-20, the Council approved a ‘Missouri Highways and Transportation Commission STP-Urban Program Agreement’ (herein, “First Agreement”) between the City and the Missouri Highways and Transportation Commission (“MHTC”) for the extension of the Shuyler Creek Trail; and

WHEREAS, in accord with the approval of Council, via Ordinance 20-37, the City executed the First STP-Urban Agreement with MHTC relating to the Project on or about July 7, 2020; and

WHEREAS, the City and MHTC have previously executed a First and Second Supplemental STP-Urban Agreement for the provision of certain terms or obligations; and

WHEREAS, MHTC has requested the City execute a Third Supplemental STP-Urban Agreement, primarily for the purpose of the defining the reimbursement requirements and not-to-exceed figures; and

WHEREAS, the MHTC presented the City with a ‘Missouri Highways and Transportation Commission STP-Urban Program Third Supplemental Agreement’ (herein, “Third Supplemental Agreement”) for consideration, and after review of the Third Supplemental Agreement, the Council finds it is in the best interest of the City to execute the same, as the Project will increase safety and activities for the community at large and the City’s residents by substantially 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, on behalf of the City, is authorized to execute the ‘Missouri Highways and Transportation Commission STP-Urban Program Third Supplemental Agreement,’ said Third Supplemental Agreement to be in substantially the same form and content as the document attached hereto and labeled “Attachment 1.”

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

Section 3: The provisions of this Ordinance are severable, and if any provisions hereof are declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

Section 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 _____, 2024.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

CCO Form: FS27
Approved: 05/02 (BDG)
Revised: 10/22 (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)
Award Year: 2020
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM THIRD 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, on December 17, 2020 the Commission and City previously entered into a First Supplemental Agreement; and

WHEREAS, on July 29, 2022, the Commission and City previously entered into a Second Supplemental Agreement; and

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

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

(1) REVISION: Paragraph (12) REIMBURSEMENT; and subparagraph 12(A) of the Original Agreement are hereby removed and replaced with the following:

(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 cost 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 all phases will be 80 percent (80%) not to exceed \$356,707.00 of STP funds and 80% not to exceed \$509,392.00 of Transportation Alternatives funds and during the Construction Phase of the project 80 percent (80%) not to exceed \$1,078,749 of Transportation Alternatives funds. 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 and all previous Supplemental Agreements 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 _____ (date).

Executed by the Commission this _____ (date).

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: 24-08 An Ordinance of the City Council Amending Title VIII, Chapter 805, Section 805.100 (“Utility Administration”) of the Municipal Code of the City of Republic, Missouri.

Submitted By: Andrew Nelson, Asst. City Administrator – Community Development

Date: February 6, 2024

Issue Statement

Ordinance to create the necessary rate structure to secure SRF debt funding for compliance and capacity improvements at the wastewater treatment plant.

Discussion and/or Analysis

After completion of the wastewater master plan and the execution of an Abatement Order on Consent (AOC) with MDNR the City identified a capital program of \$150M necessary to become compliant and meet capacity requirements of the wastewater system. To meet the requirements of the AOC the City must eliminate the stormwater bypass not later than April 1, 2025. In addition new permit limits for phosphorous removal and blended stormwater require that the treatment plant be upgraded and expanded for capacity and capability.

A third-party rate assessment was completed to facilitate the debt service on \$50M in State Revolving loan funds (SRF). The current funding deficit for the total Capital wastewater program is approximately \$45M. SRF funding is offered at a substantially lower interest rate than market bonds or privatized funding. The projected interest rate is 2% for a 30-year debt service, which would save the City approximately \$1M in annual interest when compared to market funds.

In order to meet the SRF application requirements, the City must demonstrate that the rates necessary to fund the debt are approved and can be implemented by the time the improvements are completed. The proposed rate implementation is applied over 3-years with full implementation in January of 2027 aligning with the anticipated completion date of the wastewater improvements and plant expansion with inflationary increases in years 3 and 4. This also allows time for the City to also evaluate, apply for and pursue additional funding alternatives to offset the potential rate increases necessary in those future years. The City, however, must demonstrate that if necessary the rates and revenue are in place to apply for the loan.

The staff evaluates the efficacy of the rates annually with the budget process and the council may adjust as necessary.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE VIII, CHAPTER 805, SECTION 805.100 (“UTILITY ADMINISTRATION”) OF THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI

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

WHEREAS, the Council has the authority under State Statutes and the Municipal Code to set and adjust sewer rates; and

WHEREAS, the City engaged the services of Burns & McDonnell to perform a rate assessment (herein, “Rate Study”) of the City’s current sewer rates and projected sewer rate needs, to facilitate the debt service on \$50M in State Revolving Funds, as required for the City to satisfy the SRF application requirements; and

WHEREAS, in connection with the City’s application for SRF loan funds, the City must demonstrate that its approved sewer rates will adequately fund the debt and can be implemented prior to the completion of the City’s ongoing wastewater treatment system improvements; and

WHEREAS, based upon the Rate Study, the City’s current sewer rates, set in 2021, are not sufficient to fund the debt within the permissible timeline, and must be increased in order for the City to successfully submit its application for the SRF loan funds; and

WHEREAS, the City scheduled a public hearing to be held on February 20, 2024 on the matter of the proposed increases to the City’s sewer rates; and

WHEREAS, on or about January 17, 2024, at least thirty (30) days prior to the public hearing, the City published a Notice of Public Hearing in *The Greene County Commonwealth*, a newspaper of general circulation within and throughout the City, advising the public of the date, time and location for said hearing; and

WHEREAS, on February 20, 2024, the Council conducted the public hearing, as scheduled and consistent with the above-referenced notice, at which time all interested persons were afforded the opportunity to speak and present evidence on the matter; and

WHEREAS, following the public hearing, and upon review of all pertinent materials provided and presentation from City staff, the Council hereby finds that approval of the proposed sewer rate adjustments is necessary to not only ensure timely completion of the wastewater treatment system improvements, but additionally to procure the remaining funds needed to complete the project from outside sources in order to reduce, and hopefully eliminate, the financial burden on the City’s residents.

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

Section 1: Title VIII (“Fees”), Chapter 805 (“Fee Schedule”), Section 805.100 (“Utility Administration”), of the Municipal Code of the City of Republic, Missouri, is hereby **amended** to read as follows:

Note: Language shown in **bold, underlined** text (other than the phrase “**UTILITY BILLING & ADMINISTRATION**”, which is shown in its current form) is to be added. Language shown in ~~stricken~~ text is to be removed.

805.100 Utility Administration

UTILITY BILLING & ADMINISTRATION

Utility Billing & Administration		
Fee Name	Fee Amount	Code Section
Late Fee	\$5.00 - may be waived under certain circumstances	Section 705.050(A)
Reconnection/Processing Fee	\$25.00 Plus Delinquent Bill Amount - may be waived under certain circumstances	Section 705.050(B)
Adjustments-Leaks	Charge for Normal Water Usage - Amount of Bill for 3 months prior Customer to pay 10% of the Remainder	Section 705.060
Bad Check Service Charge	\$20.00 Service Charge	Section 705.080
Users Outside City Limits - Voluntary Consent to Annex	50% Additional Charge for Service, with exception provisions	Section 705.130
Base charge per month for 1,500 gallons or less Surcharge for each 1,000 gallons in excess of 1,500 gallons per month or fraction thereof	<i>Inside City Rate:</i> 1,500 Gallons Base \$8.09 Surcharge 1,000 gallons \$3.81 <i>Outside City Rate:</i> 1,500 Gallons Base \$12.13 Surcharge 1,000 Gallons \$5.71	Section 705.150(D)
Utility Billing & Administration - Deposit		
Meter Connection Size	Deposit Amount	Code Section
5/8-inch water meter connection	\$150.00 Deposit	Section 705.170
1-inch water meter connection	\$250.00 Deposit	Section 705.170
2-inch water meter connection	\$500.00 Deposit	Section 705.170
3-inch water meter connection	\$700.00 Deposit	Section 705.170
4-inch water meter connection	\$1,000.00 Deposit	Section 705.170
6-inch water meter connection	\$1,500.00 Deposit	Section 705.170

8-inch water meter connection	\$2,000.00 Deposit	Section 705.170
Utility Billing & Administration - Hydrant Meter Deposit		
Meter Connection Size	Deposit Amount	Code Section
Temporary Metering devices under 2"	\$500 Deposit	Section 705.180
Temporary 2" or larger metering device	\$2000 Deposit	Section 705.180
Labor for Installation	\$50 Per Meter	Section 705.180
Extended Term Metering devices under 2"*	\$1,000.00 Deposit	Section 705.180
Extended Term Metering devices 2" or larger metering devices*	\$3000 Deposit	Section 705.180
Water Rate for Temporary Meters	1,500 Gallons Base \$30 Surcharge 1,000 gallons \$20	
* Requires lease long-term lease agreement with BUILDS department		
Utility Billing & Administration - Miscellaneous Charges		
Fee Name	Fee Amount	Code Section
Account Setup Fee	\$10.00	Section 705.190(A)
Subsequent Meter Installation Trip Charge	\$25.00	Section 705.190(B)
Meter Assembly (Installed) Charge - 5/8 X 3/4 inches	\$900	Section900Section 705.190(B)
Meter Assembly (Installed) Charge - 1 inch	\$1,250	Section250Section 705.190(B)
Meter Assembly (Installed) Charge - 2 inch	\$3,540	Section 705.190(B)
Meter Assembly (Installed) Charge - 3 inch	\$4,850	Section 705.190(B)
Meter Assembly (Installed) Charge - 4 inch	Quote on Request	Section 705.190(B)
Meter Assembly (Installed) Charge - 6 inch	Quote on Request	Section 705.190(B)
Turn-On Charge - (Customer Requested Temporary Disconnection No Longer than 48 Hours	\$25.00	Section 705.190(C)

Utility Billing & Administration - Sanitary Sewer Rates		
Base Charge Rate	Surcharge Rate	Code Section
Base charge per month for 1,500 gallons or less. Surcharge for each 1,000 gallons in excess of 1,500 gallons per month or fraction thereof.	<i>Inside City Rate:</i> 1,500 Gallons Base \$25.57 Surcharge 1,000 gallons \$15.19 <i>Outside City Rate:</i> 1,500 Gallons Base \$38.35 Surcharge 1,000 Gallons \$22.81	Section 705.210
Utility Billing & Administration - Sanitary Sewer Rates		
Fee Description	Fee Per Unit	Code Section
Extra Charge for Discharge of Excess BOD - Inside City Limits	\$.33 per pound of excess BOD discharged	Section 705.220.1(A)
Extra Charge for Discharge of Excess BOD - Outside City Limits	\$.50 per pound of excess BOD discharged	Section 705.220.1(B)
Extra Charge for Discharge for Excess TSS concentration - Inside City Limits	\$.26 per pound of excess per pound of excess TSS discharged	Section 705.220.2(A)
Extra Charge for Discharge for Excess TSS concentration - Outside City Limits	\$.39 per pound of excess TSS discharged	Section 705.220.2(B)
Extra Charge for Discharge of Excess Phosphorus - Inside City Limits	\$.53 per pound of excess phosphorus discharged	Section 705.220.3(A)
Extra Charge for Discharge of Excess Phosphorus - Outside City Limits	\$.80 per pound of excess phosphorus discharged	Section 705.220.3(B)
Extra Charge for Discharge of Toxic Substances	Customer liable for all costs incurred by the City.	Section 705.220.4
Impact Fee Schedules	See Tables Below	Section 705.250
Water Impact Fees - Section 705.250		
Meter Size (inches)	Water Impact Fee	Notes
<i>Impact Fees</i>		
5/8 or ¾	\$250	Single-family residential size and individual connections in "R-2" and "R-1Z", otherwise 1 inch
1	\$1,600	Minimum fee for "R-3"
2	\$3,200	Multi-family

3	\$4,800	Multi-family					
4 or Larger	\$6,500						
Sewer Impact Fees Section 705.250							
Meter Size (inches)	Sewer Impact Fee	Notes					
<i>Impact Fees</i>							
5/8 or ¾	\$850	Single-family residential size and individual connections in "R-2" and "R-1Z", otherwise 1 inch					
1	\$2,000	Minimum fee for "R-3"					
2	\$5,000	Multi-family					
3	\$13,500	Multi-family					
4 or Larger	\$18,000						
Customer Responsibilities Pertaining to Water Services							
Fee Description	Fee Amount	Code Section					
Water Service Line Inspection	\$50	Section 710.290(D)					
Sewer and Sewage Disposal							
Fee Description	Fee Amount	Code Section					
Sewer Lateral Inspection Fee Connection to Publicly-Owned Treatment Works	\$50	Section 715.130(1)					
Sewer Rates <u>2024-2029</u>							
	2023 Rate	2024 Rate	2025 Rate	2026 Rate	2027 Rate	2028 Rates	2029 Rates
Inside City Limits – Base Charge	\$25.57	\$26.85	\$28.19 31.68	\$29.60 36.75	\$31.08 42.26	43.11	43.97
Inside City Limits – Surcharge	\$15.19	\$15.95	\$16.75 18.82	\$17.59 21.83	\$18.46 25.11	25.61	26.12

Outside City Limits – Base Charge	\$38.35	\$40.27	\$42.28 <u>47.52</u>	\$44.40 <u>55.12</u>	\$46.62 <u>63.39</u>	<u>64.66</u>	<u>65.95</u>
Outside City Limits – Surcharge	\$22.81	\$23.95	\$25.14 <u>28.26</u>	\$26.40 <u>32.78</u>	\$27.72 <u>37.70</u>	<u>38.45</u>	<u>39.22</u>

Note: Language shown in **bold, underlined** text (other than the phrase “**UTILITY BILLING & ADMINISTRATION**”, which is shown in its current form) is to be added. Language shown in ~~stricken~~ text is to be removed.

- Section 2:** All other Sections of the Municipal Code of the City of Republic, Missouri, not specifically referenced in this Ordinance, shall remain unmodified and in full force and effect.
- Section 3:** The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 4:** The whereas clauses 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 _____, 2024.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-R-05 A Resolution of the City Council Awarding the Bid for Portable Restroom Services for Calendar Years 2024 and 2025 to BWI Sanitation.

Submitted By: Karsen Forbis, Recreation Superintendent (Operations, Programming, & Events)

Date: February 6, 2024

Issue Statement

A Resolution awarding the bid to BWI Sanitation, as the provider of Portable Restroom Services for the 2024 and 2025 calendar years for the Parks & Recreation Department.

Discussion and/or Analysis

Republic Parks & Recreation has acquired bids for Portable Restroom Services for the 2024 and 2025 calendar years. Bids were posted to Demand Star and various companies were notified via email of the posting. BWI Sanitation provided the only bid, and therefore has been selected as the bid winner.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL AWARDING THE BID FOR PORTABLE RESTROOM SERVICES FOR CALENDAR YEARS 2024 AND 2025 TO BWI SANITATION LLC

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

WHEREAS, the City recently published an Invitation for Bids (“IFB”) wherein it solicited sealed bids for portable restroom services to be provided to the City as needed during calendar years 2024 and 2025; and

WHEREAS, the City only received one (1) bid in response to the IFB, from BWI Sanitation LLC; and

WHEREAS, after hearing presentation and recommendations by City staff, the City Council desires to accept the bid submitted by BWI Sanitation LLC, as it appears to demonstrate the necessary qualifications for a responsible bid and, as the only bid received, is the lowest cost to the City.

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

- Section 1.** The submitted bid from BWI Sanitation LLC, attached as “Exhibit 1” and expressly incorporated herein, is hereby accepted at the estimated cost(s) shown thereon.
- Section 2.** The City Administrator, and his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Resolution.
- Section 3.** The whereas clauses are specifically incorporated herein by reference.
- Section 4.** This Resolution shall take effect after passage as provided by law.

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

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:

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

Megan McCullough, City Attorney

Final Passage and Vote:



City of Republic - Invitation for Bid

Project Name: Portable Restrooms & Service (2024/25)

PROJECT DESCRIPTION: The City of Republic ("City") is seeking bids from qualified providers to furnish the materials and/or services more fully described in this Invitation for Bid ("IFB"), below. The successful Bidder under this IFB will be expected to furnish and service portable restrooms at various city facilities and events at the addresses and dates detailed below in this IFB. While pricing may be the primary determining factor in awarding any bid under this IFB, the City will additionally prioritize previous similar type working experience in evaluating all bids submitted under this IFB.

SEALED BIDS MUST BE PHYSICALLY RECEIVED AT REPUBLIC CITY HALL PRIOR TO 1:00 p.m. CST on Friday, December 22, 2023. All bids received will be opened by designated City personnel at Republic City Hall on Friday, December 22, 2023 at 1:00 p.m. CST.

BIDS SHOULD BE ADDRESSED AS FOLLOWS: City of Republic
c/o City Clerk, Laura Burbridge
213 N. Main Avenue
Republic, MO 65738

IMPORTANT SUBMISSION REQUIREMENTS:

- Bids **must be submitted on the forms provided as attachments to this Invitation for Bid.**
- Bids **must be manually signed by the individual(s) authorized to legally bind the Bidder.**
- Bids **must** be submitted through one of three means: (1) by United States mail to the address shown above, (2) by hand delivery to the address shown above, or (3) through DemandStar. **Bids submitted through any other medium, including those sent by facsimile or e-mail, will be rejected.**
- Bids **must clearly identify the project name for the Invitation for Bid (shown above)** on the outside of the mailing envelope.
- Bids **received after the opening date and time shown above will be rejected.**

IMPORTANT ITEMS TO NOTE:

- The attached Terms and Conditions are intended to be and will become part of any contract or agreement to be executed between the City and the successful Bidder(s) in connection with this IFB.
- Bids submitted in response to this IFB are expected to be presented to the Republic City Council for consideration and approval in December 2023. No notice to proceed under this IFB will be issued unless and until approval is granted by the City Council.

INQUIRIES: All inquiries for information should be directed to:

Karsen Forbis
Recreation Superintendent (Operations, Programming, & Events)
711 E. Miller Road, Republic, MO 65738
kforbis@republicmo.com
417.732.3508

IMPORTANT NOTICE REGARDING COMPETITIVE BIDDING: It is the City's intent and desire that this IFB promotes competitive Bidding. To the extent any language, requirements, terms and/or requests contained within this IFB result in the elimination of all but one source from which a responsive and responsible Bid may be submitted, such restriction/limitation is not intended by the City, but is merely an unintentional error. In the event such error is discovered by any potential Bidder, the potential Bidder must notify the City contact listed above of the error, in writing, no later than three (3) days prior to the Bid opening day. Upon receipt of any such notice, the City will take reasonable efforts to correct the error and resubmit the IFB once corrected.

TERMS AND CONDITIONS

01. **Contract Terms and Conditions, General Applicability:** This document entitled “Terms and Conditions” (also referred to herein as the “IFB”, “Contract” and/or “Agreement”) is intended to and shall in fact serve as the complete agreement of the parties executing the same. The performance of this Contract shall be governed solely by the terms and conditions set forth in this Contract and any specifications or Bid documents incorporated therein. No language contained on any invoice, shipping order, bill of lading or other document furnished by the successful Bidder(s) at any time and which may be accepted by the City, or any terms or conditions contained in such document shall be binding on the City. Changes, additions, or modifications to this Contract must be in writing and executed by all parties.
02. **Opening Date, Time and Location:** All Bids timely submitted in response to this Invitation for Bid (“IFB”) prior to deadline date and time specified above, **will be opened at Republic City Hall, located at 213 N. Main Avenue, on Friday, December 22, 2023 at 1:00 p.m.** All Bidders (individually, “Bidder”; collectively, “Bidders”) and/or their authorized representative(s) are permitted to attend the opening of the Bids.
03. **IFB Delivery Requirements:** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have their Bid delivered to Republic City Hall for receipt on or before the due date and time indicated.
- a. If a Bid is sent by U.S. Mail or provided via hand delivery, the Bidder shall be responsible for its timely delivery to Republic City Hall.
 - b. The City will neither open nor consider any Bid delayed by mail or for any other cause. Bids submitted after the deadline identified herein will 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 a sealed package, clearly marked on the outside of the package with the **IFB project name** (listed on the first page of this IFB) **written on the outside of the mailing envelope and addressed to:**

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

04. **Legal Name and Signature:** Bids shall clearly indicate the legal name, address, and telephone number of the Bidder (company, firm, corporation, partnership, or individual).
- a. Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page.
 - b. The signer shall have the authority to bind the Bidder to the submitted Bid.
 - c. Failure to properly sign the Bid form shall invalidate the Bid, and it shall not be considered

for award.

05. **Corrections:** No erasures are permitted.
- a. In the event a correction is necessary, in order for the City to consider the correction, the following formatting must be applied:
 1. A single line (strike-through) to the entered text needing correction, and
 2. The corrected text written above the strike-through text, and
 3. The signer(s) of the Bid must initial all corrections.
06. **Clarification and Addenda:** Bidders are expected to examine all documents attached to and/or provided by the City with this IFB, and prior to submitting any Bid in response to this IFB, make any necessary and/or reasonable inquiries of the City to ensure all such Bidders understand the entirety of the documents.
- a. Any inquiries or suggestions concerning interpretation, clarification, or other additional information pertaining to the IFB shall be made through the listed City contact in writing (email is permitted).
 - b. The City of Republic shall not be responsible for verbal interpretations or other information given by any individual purporting to be employed by or otherwise representing the City.
 - c. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.
 - d. It shall be the responsibility of each Bidder, prior to submitting their Bid, to direct any inquiries to the listed City contact.
07. **IFB Expenses:** There is no expressed or implied obligation for the City of Republic to reimburse responding Bidders and the City will not reimburse for any expenses incurred in preparing responses to this IFB.
08. **Bid Security: Not Applicable (Intentionally Omitted)**
09. **Irrevocable Offer:** Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of ninety (90) days to provide to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.
10. **Responsive and Responsible Bidder:** To be a responsive Bidder, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the IFB. To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible Bidder shall mean the Bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.
11. **Reserved Rights:** The City reserves the right to make such investigations as it deems necessary to make the determination of the Bidder's responsiveness and responsibility. Such information may

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

12. **The Right to Audit:** The Bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.
 - a. The City shall have the right to audit the Bidder's records pertaining to the work/product for a period of three (3) years after final payment.
 - b. The cost of any audit conducted pursuant to this term will be paid by the City.

13. **Applicable Law:** All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order entered into under the terms of this IFB. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.

14. **Right to Protest:** Appeals and remedies are provided for in the City Procurement Regulations.
 - a. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.
 - b. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

15. **Ethical Standards Applicable:** With respect to this IFB, if any Bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such Bidder will be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids.

16. **Collusion Absolutely Prohibited:** All Bidders offering a submission in response to this IFB hereby expressly acknowledge and certify that they have not divulged, discussed, or compared their Bid to the Bids of any other Bidder(s), and further that they have not colluded or conspired with any other Bidder or parties to this IFB, to violate the terms and conditions governing submission of responses to this IFB whatsoever. All Bidders offering a submission in response to this IFB additionally promise that:
 - a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.
 - b. Any prices and/or cost data submitted have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor.
 - c. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
 - d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in any contract awarded under this IFB. No person or agency has been employed or retained to solicit or secure the contract awarded under this IFB upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the

purpose of doing business.

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

Modifications submitted by telephone, fax, or email will not be considered.

22. **No Bid:** If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.
23. **Errors in Bids:** Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the Bidder's own risk. Applicable law and regulations do not make allowance for errors either of omission or inclusion on the part of Bidders. In case an error regarding extension of prices in the Bid, the unit price shall govern.
24. **Prices:** Bids must include both unit price and extended total.
- a. Price must be stated in units of quantity specified in the Bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern.
 - b. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). FOB, as used in this IFB, shall mean that the successful Bidder, at their own expense, shall transport the equipment and/or materials and bear the risk of loss from successful Bidder's location to a specified location in the City of Republic. City shall not take title to the materials or equipment until it is delivered and accepted by City at the address specified within the City of Republic.
 - c. Each item must be Bid separately and no attempt is to be made to tie any item or items in with any other item or items.
 - d. If a Bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - e. Payment terms shall be Net 30 if not otherwise specified.
 - f. Pre-payment terms are not acceptable.
25. **Discounts:** Any and all discounts, except cash discounts for prompt payments, must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in the City's determination of award(s).
26. **Descriptive Information:** All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended.
- a. Brand or trade names referenced in specifications are for comparison purposes only.
 - b. Bidders may submit Bids on items manufactured by an individual/entity other than the manufacturer specified so long as an "or equal" is expressly stated.
27. **Deviations to Specifications and Requirements:** When Bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records.
- a. Failure of any Bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains.

- b. All deviations from the specifications must be noted in detail by the Bidder on the Affidavit of Compliance form, at the time of submittal of Bid.
 - c. The absence of listed deviations at the time of submittal of the Bid will hold the Bidder strictly accountable to the specifications as written.
 - d. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.
28. **Quality Guaranty:** If any product delivered does not meet applicable specifications or otherwise fails to compare with the quality represented by the Bidder, the Bidder shall retrieve the product from the City as its own expense. The Bidder shall refund to the City any money the City has remitted to the Bidder for same. In the event the successful Bidder fails or refuses to retrieve the product and refund to the City any money previously remitted to the Bidder for such product in accord with the terms of this paragraph, the Bidder shall be responsible for the City's attorney fees and other costs it incurs in enforcing its rights under this paragraph.
29. **Quality Terms:** The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.
30. **Time for Delivery:** All materials ordered or otherwise required under this IFB shall be delivered when specified. **Time is therefore of the essence.** If deliveries are not made at the time agreed upon as noted in this Contract, the City reserves the right to cancel the Contract or to purchase elsewhere and hold the delaying party or parties accountable for any damages or costs sustained as a result of the delay.
31. **Acts of God:** Neither party shall be liable for delays, or defaults in the performance of this Contract due to acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
32. **Tax-Exempt:** The Successful Bidder(s) shall not invoice the City for tax. The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
33. **Evaluation Criteria and Bid Awards:** Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the IFB and (2) is the lowest and best Bid, considering a multitude of factors including price, delivery capabilities, ability to meet timeline expectations defined in this IFB, responsibility of the Bidder, and other relevant factors such as the Bidder's past performance history, length of service/experience pertinent to the IFB, and professional reputation in its respective industry or industries.
- a. Unless otherwise stated in the IFB, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
 - b. As the best interest of the City may require, the right is reserved to make awards by item, group(s) of items, all or none or a combination thereof; and to reject any and all Bids or waive any minor or non-material irregularity or technicality in Bids received.
34. **Authorized Product Representation:** The successful Bidder(s) by virtue of submitting the name

and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the Bidder(s) is legally authorized to submit and the successful Bidder(s) will be legally bound to perform according to the documents.

35. **Regulations:** It shall be the responsibility of each Bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.
- a. **E-VERIFY COMPLIANCE REQUIREMENTS:** All contractors or subcontractors to be utilized by Bidder on contracts exceeding five thousand dollars shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
 - b. Bidders are herein informed that the work to be performed under this IFB is subject to the requirements of Section 292.675, RSMo., which requires all contractors or subcontractors perform work such to provide and require its on-site employees to complete a ten (10)hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.
 - c. Pursuant to Section 292.675 RSMo., the successful Bidder shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by it, or any contractors or subcontractors hired by it, for each calendar day, or portion thereof, Such on-site employee is employed without the construction safety training required in the above paragraph.
 - d. Section 208.009 RSMo. shall apply to any contracts awarded under this Bid.
36. **Termination of Award:** In the event the City awards the Project under this IFB to a Bidder or Bidders, and such Bidder(s) fails to satisfy the requirements under this IFB, the City may immediately terminate the award and any agreement executed hereunder.
37. **Performance Bond and Labor & Materials Payment Bond (applies only to projects involving labor): Not Applicable (Intentionally Omitted)**
38. **Liquidated Damages: Not Applicable (Intentionally Omitted)**
39. **Royalties and Patents:** The successful Bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.

40. **Equal Employment Opportunity Clause:** In accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d / 78 Stat. 252), its implementing regulations promulgated at 34 CFR Part 100, and the corresponding regulations of the Department of Commerce promulgated at 15 CFR Part 8, the City hereby notifies all Bidders that it takes all reasonably necessary steps to affirmatively ensure that all Bidders, including minority businesses, will be afforded full opportunity to submit Bids in response to this IFB and that no Bidder will be discriminated against on the grounds of race, color, or national origin in determining the successful Bidder for award.
41. **Insurance Requirements:** For the duration of any contract awarded under this IFB, (which, for projects including any labor, means until the work is completed and accepted by the City; and which, for projects involving supply of materials only, means until the materials are delivered and accepted by the City), the successful Bidder is required to maintain certain insurance to protect it and the City against risks of loss in connection with the Project, as defined more fully below. The Successful Bidder will be required to provide the City with proof of insurance that satisfies the requirements stated below, unless otherwise specified by the City. The insurance requirements below may be modified or waived by the City at the City's sole discretion.
- a. **Workers' Compensation:** The Successful Bidder shall maintain Workers Compensation coverage for all persons it will employ or retain to perform any work in connection with a contract awarded under this IFB, and in the event the Successful Bidder will sublet or subcontract any such work, the Successful Bidder shall require the subcontractor to provide similar Workers Compensation Insurance for the subcontractor's employees, unless such employees are covered by the Successful Bidder's coverage. Workers Compensation coverage shall meet the minimum requirements set forth in Section 287.010 RSMo., et seq.
 - b. **Employers' Liability:** The Successful Bidder shall maintain Employers' Liability coverage of not less than \$1,000,000 each occurrence.
 - c. **Commercial General Liability:** The Successful Bidder shall maintain Commercial General Liability coverage for personal and advertising injury, bodily injury including accidental death, and broad-form property damage, which may arise from the performance of any contract awarded under this IFB, in an aggregate amount of no less than \$3,258,368 each occurrence and \$488,755 each person.
 - d. **Commercial Automobile Liability (*applies only to projects involving the Successful Bidder's operation of vehicles in performing the work awarded under this IFB*):** The Successful Bidder shall maintain Commercial Automobile Liability coverage of not less than \$2,000,000 each occurrence and \$1,000,000 each person for "any auto" on an occurrence basis.
42. **Nonresident/Foreign Contractors:** To the extent the successful Bidder utilizes non-resident/foreign contractors to provide services or supplies in connection with this IFB, the successful Bidder shall procure and maintain:
- a. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570, RSMo.
 - b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the

provisions of Section 285.230, RSMo.

43. **Bid Tabulation:** Bidders may request a copy of the City's Bid tabulation of this IFB, which shall be provided to the requesting party once such tabulation has been completed.
44. **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.
45. **Additional Purchases by Other Public Agencies:** By submitting a Bid in response to this IFB, the Bidder authorizes other public agencies to "Piggy-Back" or purchase equipment and/or services requested pursuant to this IFB unless otherwise noted on the Affidavit of Compliance Form attached hereto.
46. **Order of Precedence:** In the event any of the Terms and Conditions specified herein contradict or otherwise diverge from the Instructions to Bidders provided with this IFB, the Terms and Conditions shall take precedence over any conflicting instructions.
47. **Affidavit for Service Contracts:** The successful Bidder represents, in accordance with Section 285.530.2, RSMo., that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under this IFB and agrees to provide an affidavit to the City of Republic affirming that it has not, and will not at any point in time relating to this IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.
48. **Inspection and Acceptance:** No item(s) received by the City pursuant to any agreement or contract awarded under this IFB shall be deemed accepted by the City until the City has had reasonable opportunity to inspect the item(s).
 - a. Any item(s) which are discovered to be defective, or which do not conform to any warranty of the successful Bidder and/or entity/individual who sold the item(s), upon inspection, may be returned by the City to the successful Bidder and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - b. If, at a later time, any defect is discovered which was not ascertainable upon the initial inspection, the City may also return the defective item(s) to the successful Bidder and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - c. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City has under applicable Missouri or Republic law and/or any agreement or contract awarded under this IFB.
49. **Davis-Bacon Act:** If the Project under this IFB is financed, in whole or in part, from federal funds, then all work performed pursuant to any contract awarded under this IFB shall be subject to all applicable federal statutes, rules and regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the "Federal Labor Standards Provisions," incorporated into any agreement or contract awarded under this IFB.. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed pursuant to any contract

awarded under this IFB, all contractors, subcontractors and other individuals/entities hired by the successful Bidder to perform work under this IFB shall pay the greater of the wages required under either law.

50. **Jurisdiction and Venue:** This IFB and any executed agreement resulting from this IFB shall be taken and deemed to have been fully executed in the State of Missouri and governed by the laws of the State of Missouri for all purposes and intents. For any disputes that arise out of or relate in any way to this IFB or any executed agreement resulting from this IFB, venue shall lie 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.**
51. **Conflict of Interest:** By participating in this IFB and/or accepting an agreement pursuant to the IFB's terms, the successful Bidder certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor of the City of Republic, has a financial interest, direct or indirect, in this Agreement. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
52. **Modifications or Changes:** The scope of the Project under this Contract shall be subject to modification or supplementation only upon the written agreement and consent of all parties hereto, via a written addendum or amendment, duly executed by the parties.
53. **Assignment Restrictions:** Neither the City nor any other party to this Contract is permitted to assign, in whole or in part, its interest under any of the Contract Documents without the prior written consent of the non-assigning party or parties.
54. **Sovereign Immunity:** In no event shall any language or requirement in this IFB or any Agreement that comes from this IFB be construed as or constitute a waiver or limitation of City's defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, states, and/or laws.
55. **Rights Reserved by the City:** The City of Republic reserves the right to: (1) reject any or all proposals received in response to this IFB; (2) negotiate with any qualified source of the products and/or services sought under this IFB; (3) cancel, in whole or in part, this IFB, at its sole discretion; (4) modify, suspend, or terminate any and all aspects of this IFB; (4) obtain further information from any individual or entity submitting a Bid in response to this IFB; and (5) waive any defects as to form or content of any submitted Bid(s) under this IFB. This IFB does not, in any way, obligate or otherwise require 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 or products sought herein. All submissions provided to the City in response to this IFB shall become the property of the City upon receipt, and subject to the provisions of Chapter 610, RSMo., which may subject such submission to public review upon request.

PORTABLE RESTROOMS & SERVICE

For the period of January 1, 2024 through December 31, 2025.

SPECIAL EVENT PORTABLE TOILET LISTING

- ✓ • **Have-A-Blast Patriotic Celebration**
 - 6/28/24 & 6/27/25
 - J.R. Martin Park, 300 E. Hines, Republic, MO
 - 24 Regular Units, 2 Accessible Units
- ✓ • **Republic Tiger Triathlon**
 - 7/27/24 & 7/26/25
 - **Delivered on Friday – 7/26/24 and 7/25/25*
 - Miller Park, 711 E. Miller Road, Republic, MO
 - 2 Regular Units, 0 Accessible Units
- ✓ • **got Mud? Run**
 - 8/24/24 & 8/23/25
 - **Delivered on Friday 8/23/24 and 8/22/25*
 - Brookline Park, 2696 E. Sawyer Road, Republic, MO
 - 6 Regular Units, 1 Accessible Units
- **Pumpkin Daze**
 - 10/4/24 & 10/3/25
 - **Delivered on Thursday 10/3/24 and 10/2/25*
 - **Picked up on Monday 10/7/24 and 10/6/25*
 - J.R. Martin Park, 300 E. Hines, Republic, MO
 - 17 Regular Units, 3 Accessible Units

YEAR-ROUND PERMANENT UNITS/SEASONAL UNITS

- ✓ • **Brookline Park (Serviced Weekly)**
 - 2696 E. Sawyer Road, Republic, MO
 - 0 Regular Units, 1 Accessible Unit
 - **Year Round*
- **Owen Park (Serviced Weekly)**
 - 440 N. Bailey Avenue, Republic, MO
 - 0 Regular Units, 1 Accessible Unit
 - **Year Round*
- ✓ • **J.R. Martin Park (Serviced Weekly)**
 - 300 E. Hines, Republic, MO
 - 0 Regular Units, 1 Accessible Unit
 - **November – February Only*
- **Frisco Square Practice Facility (Serviced Weekly)**
 - 575 W. Frisco Boulevard, Republic, MO
 - 1 Regular Unit, 1 Accessible Unit
 - **Delivered on 2/19/24, 7/29/24, 2/17/25, and 7/28/25*
 - **Picked up on 5/15/24, 11/18/24, 5/14/25, and 11/7/25*
- **Middle School Practice Facility (Serviced Weekly)**
 - 688 E. Hines, Republic, MO
 - 0 Regular Units, 1 Accessible Unit
 - **Delivered on 2/19/24, 7/29/24, 2/17/25, and 7/28/25*
 - **Picked up on 5/15/24, 11/18/24, 5/14/25, and 11/7/25*


ATTACHMENT A - BID SUBMISSION FORM
City of Republic, Missouri

Item	Description of Services and/or Equipment/Materials be Provided	Price
Special Event Portable Restroom	Regular Unit	\$ <u>55.00</u> Price Per Unit
Special Event Portable Restroom	Accessible Unit	\$ <u>75.00</u> Price Per Unit
Special Event Portable Hand Wash Station	Double Wash Station with Soap & Paper Towels	\$ <u>75.00</u> Price Per Unit
Special Event Portable Hand Sanitizer Station	Self-Standing Waterless Hand Sanitizer	\$ <u>25.00</u> Price Per Unit
Year-Round Permanent Units/Seasonal Units	Accessible Unit Serviced Weekly	\$ <u>100.00</u> Price Per Month

BWI would like to donate the units needed for "got Mud? Run" again for the 8-24-24, and 8-23-25 event! -Per Darraan Campbell

ATTACHMENT B: BID VERIFICATION/SIGNATURE PAGE
City of Republic, Missouri

In compliance with this Invitation for Bid and with all terms, conditions, and specifications imposed therein, the undersigned hereby offers and agrees to furnish the goods and/or services described herein.

<p>BID VERIFICATION/INFORMATION PAGE</p> <p>City of Republic, Missouri Attn: City Hall 213 N Main Street Republic, MO 65738</p> <p><u>IFB roject Name:</u> Portable Restrooms & Service (2024/25)</p>	<p>Legal Name of Company/Entity Submitting Bid:</p> <p>BWF Sanitation</p>
<p>Telephone: <u>1-877-294-1000</u></p> <p>Cellular: <u>417-844-1998</u></p> <p>Facsimile: _____</p> <p>E-mail: <u>dcampbell@bwisanitation.com</u></p>	<p>Business Address:</p> <p><u>2203 N. Brookline Ave</u> <u>Republic, mo 65738</u></p> <p>Signature:</p> <p><u></u></p> <p>Full Name:</p> <p><u>Darran Campbell</u></p> <p>Title:</p> <p><u>Member</u></p> <p>Dated: <u>12-22-23</u></p> <p>Bidder's Federal ID Number: <u>26-1891503</u></p>

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

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

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

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

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

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

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

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

The City of Republic is an E-Verify employer. The City of Republic encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of a federal work authorization program. Information regarding E-Verify is available at <http://www.uscis.gov/e-verify> or by calling **888-464-4218**.

ATTACHMENT C: AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500, RSMO. et seq.,
FOR ALL AGREEMENTS PROVIDING SERVICES IN EXCESS OF \$5,000.00

Effective 1/1/2009

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me, the undersigned Notary Public, in and for the County of Greene, located in the State of Missouri, personally appeared Darran Campbell (Name), known to me to hold the title of Member (Title) of/for BWI Sanitation (Name of Company), a (circle one) corporation, partnership, sole proprietorship, and/or limited liability company, and known to me to be competent and authorized to make this affidavit, upon being duly sworn and under oath, deposes and says as follows:

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

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

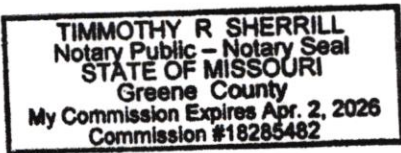
Documentation of participation in a federal work authorization program is attached to this affidavit.

Darran Campbell
[Signature]

Darran Campbell
[Printed Full Name]

Subscribed and sworn to before me this 22nd day of December, 2023.
[date] [month] [year]

Timothy R. Sherrill
[Notary Public]



My commission expires: 04/02/2026

TIMOTHY R. SHERRILL
Notary Public - Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Apr. 2, 2028
Commission #1828482

Company ID Number: XXXXXX

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

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

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

Employer, Your Company Name _____

John Doe _____

Name (Please type or print)

_____ Title

Electronically Signed _____

Signature

_____ Date

Verification

Department of Homeland Security Division _____

USCIS Verification Division _____

Name (Please type or print)

_____ Title

Electronically Signed _____

Signature

_____ Date

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

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

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

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

I have carefully examined the Invitation for Bid and agree to abide by all submitted pricing, delivery, terms and conditions of this IFB unless otherwise stipulated herein.

Company Name BWF Sanitation

By *Donna Campbell*
(Authorized Person's Signature)

Company Address 2203 N. Brookline Ave
Republic, MO 65738

Telephone Number 1-877-294-1000

Fax Number _____

Date 12-22-23

Email dcampbell@bwisanitation.com

Federal Tax ID No. 26-1891503

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

ADDENDA

Offeror acknowledges receipt of the following addenda:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

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

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 NARROW/INFLEXIBLE (I.E. REQUIRES ONE SPECIFIC BRAND OR MANUFACTURER). If you have selected this option, please explain in the "REMARKS" section below.
- _____ SPECIFICATIONS UNCLEAR. If you have selected this option, please explain in the "REMARKS" section below.
- _____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.
- _____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.
- _____ UNABLE TO MEET SPECIFICATIONS.
- _____ UNABLE TO MEET INSURANCE REQUIREMENTS.
- _____ OTHER. If you have selected this option, please explain in the "REMARKS" section below.

REMARKS:

COMPANY NAME: _____

ADDRESS: _____

TITLE: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

DATE: _____

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

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

Missouri Tax ID Number: 12492990

Effective Date:

07/11/2002

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

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

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

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

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

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

Any alteration to this exemption letter renders it invalid.

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

ATTACHMENT F: MISSOURI PROJECT EXEMPTION CERTIFICATE
City of Republic, Missouri

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 Name: _____
Project Location: _____
Project Completion Date: _____
Auth. Signature: _____ 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: 24-R-06 A Resolution of the City Council Awarding the Bid for Specified Construction Projects for the Parks and Recreation Department to Westport Construction Co.

Submitted By: Jared Keeling, Parks & Recreation Director

Date: Tuesday, February 6, 2024

Issue Statement

A Resolution awarding the bid for the construction of various park projects.

Discussion and/or Analysis

An Invitation for Bid (IFB) document was issued in mid-January for contractors to bid on the following park projects:

- The Rush Pool House Renovations – Project includes creating a new admissions/ticketing area to be housed in the former lifeguard room. This will assist in financial security and better overall general operations allowing for front desk workers and concession workers to be cross utilized.
- Miller Park Outdoor Restrooms – Project includes a complete remodel of an old storage building located within Miller Park to a new outdoor restroom facility that will serve trail users, disc golf course users, and the new tennis/pickle ball facility.
- New Office Space @ the Republic Community Center (Listed as Alternate in Bid Documents) – Project includes the remodel of an outdoor patio area into a new office area that will house Recreation staff members. The current office space has reached capacity.

Here is a summary of the bids received for the projects:

CONTRACTOR	BASE BID	ALTERNATE #1	TOTAL
	<i>The Rush Admissions Area, Miller Park Outdoor Restrooms</i>	<i>New Community Center Office Area</i>	<i>Total - All 3 Projects</i>
Branco Enterprises, Inc.	\$ 390,000.00	\$ 154,000.00	\$ 544,000.00
Hambey Construction, LLC	\$ 287,720.00	\$ 196,705.00	\$ 484,425.00
Westport Construction Co	\$ 254,000.00	\$ 223,000.00	\$ 477,000.00

Recommended Action

Staff will present a recommendation at the time of the meeting.

A RESOLUTION OF THE CITY COUNCIL AWARDING THE BID FOR SPECIFIED CONSTRUCTION PROJECTS FOR THE PARKS AND RECREATION DEPARTMENT TO WESTPORT CONSTRUCTION CO.

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

WHEREAS, the City recently published an Invitation for Bids (“IFB”) soliciting sealed bids for three (3) construction projects for the Parks and Recreation Department, including specifically, an office addition at the Republic Community Center, a renovation to a storage building for a new park restroom, and a renovation of the entry at the Republic Aquatic Center; and

WHEREAS, the City received a total of three (3) bids in response to the IFB; and

WHEREAS, after hearing presentation and recommendations by City staff, the City Council desires to accept the bid submitted by Westport Construction Co., as it appears to demonstrate the necessary qualifications for a responsible bid and is the lowest cost to the City.

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

- Section 1.** The submitted bid from Westport Construction Co., attached as “Exhibit 1” and expressly incorporated herein as though fully set forth at length, is hereby accepted at the estimated cost(s) shown thereon.
- Section 2.** The City Administrator, and his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Resolution.
- Section 3.** The whereas clauses are specifically incorporated herein by reference.
- Section 4.** This Resolution shall take effect after passage as provided by law.

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

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:

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

Megan McCullough, City Attorney

Final Passage and Vote:

SECTION 004123 - BID PROPOSAL FORM

BID PROPOSAL FORM

TO: Republic BUILDS
Attn: Jared Keeling, Director
Republic Community Center
711 E. Miller Rd.
Republic, Missouri 65738

FROM: WESTPORT CONSTRUCTION CO

(Name of Bidder)
1006 CLARK ST

(Address of Bidder)
CLINTON MO 64735

ADDITIONS AND MODIFICATIONS FOR: REPUBLIC PARKS & RECREATION:

The undersigned, as Bidder, hereby declares that the only person, or persons interested in the bid as principal or principals, is or are, named herein and that no other person than therein mentioned has any interest in this bid or in the Contract to be entered into; that this bid is made without connection with any other person, company or parties, making a bid, and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the Work and Contractual Documents relative thereto and that he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees, if this bid is accepted, to Contract with the **City of Republic, Missouri / Republic Builds** (Owner), furnishing thereby all services, labor, and material to complete the construction and described requirements of the Drawings, Specifications, and Contractual Documents.

In submitting this bid, it is understood that the right is reserved by **Republic Builds** to reject any and all bids and it is agreed that the **bids may not be withdrawn for a period of thirty (30) days** from the specified time for receipt and opening bids.

Accompanying the bid is a certified or cashier's check or acceptable **bid bond** in the amount of 5% Dollars (\$ 5%), for five percent (5%) of the maximum amount of this bid, payable to **Republic Builds**, which, in accordance with the provisions in the Instructions to Bidders, it is agreed shall be retained as liquidated damages by **Republic Builds** if the undersigned fails to execute the contract in conformity with the form of contract incorporated in the contract documents and furnish bonds as specified within ten (10) days after notification of award of the contract to the undersigned.

It is agreed that the Bidder shall utilize the Subcontractors specified on the list of Subcontractors attached hereto and a part hereof.

Pursuant to Section 107.170, RSMo., if the total cost of the project is estimated to exceed \$50,000.00, the successful Bidder shall execute a Performance and Maintenance Bond and a Labor and Materials Payment Bond with surety, approved by the City and on forms approved by the City, each bond shall be in the amount of the total project cost, conditioned upon the full and faithful performance of all major terms and conditions of the IFB and payment of all labor and material supplies.

It is agreed that the Bidder shall acquire and maintain all insurances required by the contract documents within ten days after date of Notice of Award by **Republic Builds**.

It is agreed that the Bidder shall sign the **Republic Builds** standard form of contract within ten days after date of Notice of Award by the **Republic Builds**.

ADDITIONS AND MODIFICATIONS FOR: REPUBLIC PARKS & RECREATION

If the Bidder is a transient employer (out-of-state employer who temporarily transacts business in the State of Missouri), then by signature hereto, the Bidder certifies that it has complied with all requirements of RSMo Section 285.230-234.

Dated this ____ day of _____, 20__.

Receipt of the following Addenda to the Contract Documents is acknowledged:

- Addendum No. 1, Dated 1/25/2024 ;
- Addendum No. _____, Dated _____;
- Addendum No. _____, Dated _____;

BASE BID PROPOSAL: Bidder agrees to perform all related Work of the Plans and Specifications and as stated in "Section 011000 – Summary of Work" for the sum of:

Two Hundred Fifty-Four Thousand Dollars and no Cents

(\$ 254,000.00).

The amount shall be shown in both words and figures, the amount in words shall govern.

PROJECT 1 OFFICE ADDITION COMPLETION DATE (ADD ALTERNATE NO. 1): The bidder, if awarded the contract, hereby agrees to begin work under this Contract within 10 calendar days of the written notice to proceed from the Owner, or on/around Feb 7, **2024**, (or on a date determined convenient by the Owner), and to establish Substantial Completion no later than 89 Calendar Days from the Notice to Proceed (but in no case later than **Substantial Completion on May 6**, **2024 and Final Completion by May 20**, **2024**). The bidder recognizes that liquidated damages as described in the General & Supplementary Conditions will be assessed for missing the project’s Substantial Completion Date except as may be modified per Contract Modification procedures; see Instructions to Bidders 000100.

PROJECT 2 MILLER PARK RESTROOMS COMPLETION DATE: The bidder, if awarded the contract, hereby agrees to begin work under this Contract within 10 calendar days of the written notice to proceed from the Owner, or on/around Feb 7, **2024**, (or on a date determined convenient by the Owner), and to establish Substantial Completion no later than 89 Calendar Days from the Notice to Proceed (but in no case later than **Substantial Completion on May 6**, **2024 and Final Completion by May 20**, **2024**). The bidder recognizes that liquidated damages as described in the General & Supplementary Conditions will be assessed for missing the project’s Substantial Completion Date except as may be modified per Contract Modification procedures; see Instructions to Bidders 000100.

PROJECT3 AQUATIC CENTER ENTRY MODIFICATIONS COMPLETION DATE: The bidder, if awarded the contract, hereby agrees to begin work under this Contract within 10 calendar days of the written notice to proceed from the Owner, or on/around Feb 7, **2024**, (or on a date determined convenient by the Owner), and to establish Substantial Completion no later than 63 Calendar Days from the Notice to Proceed (but in no case later than **Substantial Completion on Apr 10**, **2024 and Final Completion by Apr 25**, **2024**). The bidder recognizes that liquidated damages as described in the General & Supplementary Conditions will be assessed for missing the project’s Substantial Completion Date except as may be modified per Contract Modification procedures; see Instructions to Bidders 000100.

ALTERNATES:

The base bid may be changed in accordance with any or all of the following Alternate Bids as Owner may direct. There is no hierarchy associated with the numbering of alternates and each may be selected in any order or combination, non-exclusive of each other. These Alternates includes all trades required for description of work. So specific indications for "Alternates" are not identified for every single component of this Alternate; refer to plans for extent of work.

ADDITIONS AND MODIFICATIONS FOR: REPUBLIC PARKS & RECREATION

BID ALTERNATE #1:

Bidder shall break out the complete price for Project 1 Republic Community Office Addition.

Two Hundred Twenty-Three Thousand Dollars and no Cents

(\$223,000.00).

LIQUIDATED DAMAGES: Time of completion of the Project by the Successful Bidder is of the essence. Should the Successful Bidder fail to complete the Project within the time specified in the governing contract/schedule, without express authorization by the City allowing for an extension of time to completion, the Successful Bidder shall be liable to the City in the amount of \$500 per day for each and every calendar day the Project remains uncompleted, as liquidated damages, and not as a penalty, it being stipulated and agreed that the actual damages to the City arising from the Successful Bidder's failure to timely complete the Project would be difficult, if not impossible, to reasonably ascertain. Assessment of liquidated damages will not relieve the Successful Bidder, or its surety/ies, of any responsibility or obligation under the Contract.

CONDITIONS:

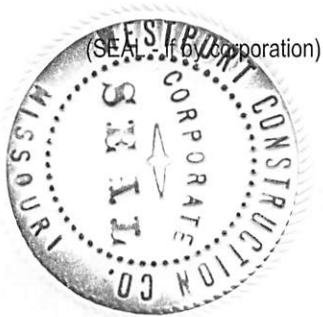
The above bid shall include all labor, materials and/or services required to do the work as well as profit, overhead, bond premium, etc., to totally cover the finished work called for, all in accordance with the Drawings, Specifications, and other Contract Documents.

The above project is exempt from sales tax and Bidder agrees that no sales tax has been included for materials purchased for this project. The Owner will provide a Missouri Project Exemption Certificate for the Contractor's use during the Project.

Bidder agrees to follow the Missouri Prevailing Wage Law for all labor utilized in the construction of the project. Prior to beginning of any work, contractor will provide the owner with the following information on each subcontractor to be used on the project: Name, Address, City, State, Zip, Phone Number, E-mail Address, Type of Craftsmen Needed by Project, and the Scope of Work to be performed.

Bidder agrees that this proposal shall remain valid and may not be withdrawn for a period of thirty (30) calendar days after the scheduled opening of bids.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.



Respectfully submitted,

JOHN HUNTER, VP

Business Address
1006 CLARK ST

CLINTON MO 64735

Bidder License No. 00101755

Date 1/30/24, 202X

By *[Signature]*

Title VICE PRESIDENT

END OF SECTION

List of Subcontractors

DATE: 1/30/24

PROJECT: Additions & Modifications for

PROJECT #: BKD-2869

Republic #1 Community Center (ADD- Alt #1)

#2 Miller Park Restrooms

#3 Aquatic Center

ARCHITECT: Buxton Kubik Dodd

3100 S. National Ave. Suite 300

Springfield, MO 65807

CONTRACTOR:

Westport Construction Co.

1006 Clark Street, Clinton MO 64735

660-885-2231

SUBCONTRACTOR

Name	Address	Scope
Westport Construction Co	Clinton MO	Walls, concrete
Britton & Son*	Buffalo Mo	Mason
Thornton*	Marshfield Mo	Mason
** Mason will depend on if Alternate is chosen.		
Watkins Roofing	Springfield MO	Metal Panels
Springfield Glass Co	Springfield MO	Glass & Glazing, Alum
Ron Miller	Springfield MO	Doors & hardware
Desco	Olathe Ks	Epoxy Floors
Poindexter	Springfield MO	HVAC
Sharp Mechanical	Walnut Grove MO	Plumbing
Kel Tech	Deepwater Mo	Electrical

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Westport Construction Co., Inc.
1006 Clark Street
Clinton, MO 64735

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

Republic Parks & Recreation
711 East Miller Road
Republic, MO 65738

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Additions and Modifications for Republic Parks & Recreation; #1 - Community Center, #2 - Miller Park Restrooms, #3 - Aquatic Center

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

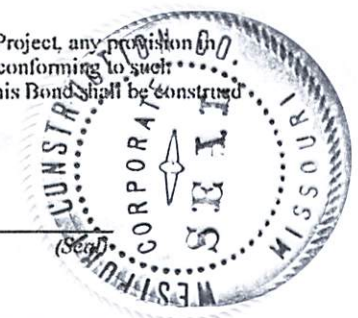
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision of this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of January, 2024.



(Witness)

Westport Construction Co., Inc.
(Principal)



By: 

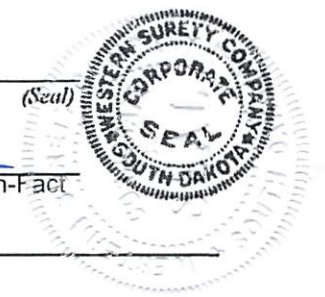
(Title)



(Witness)

Western Surety Company
(Surety)
By: 

(Title) Tessa R. Turner Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint Tessa R. Turner, Individually of Kansas City, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond
Principal: Westport Construction Co., Inc.
Obligee: Republic Parks & Recreation

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



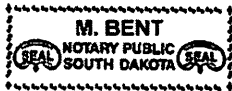
WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of January, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud
Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bid Proposal Tabulation Form

**Republic Parks Projects
Bolivar Branch Renovation**

Proposals Received: January 30, 2024 by 1:00p.m.

Note: All bids received on time, prior to 1:00p.m. deadline

Location: Republic Builds Office



**BUXTON KUBIK DODD
DESIGN COLLECTIVE**
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General Contractor	Branco Enterprises, Inc.	Hambey Construction, LLC	Westport Construction Co
Base Bid Proposal	\$390,000.00	\$287,720.00	\$254,000.00
Add Alternate #1 Office Addition	\$154,000.00	\$196,705.00	\$223,000.00
Three project total:	\$544,000.00	\$484,425.00	\$477,000.00
Bid Bond	Yes - 5% of Bid Amount	Yes - 5% of Bid Amount - \$24,222.00	Yes - 5% of Bid Amount
In Receipt of Addendum 01	Yes	Yes	Yes
PROJ 1 - Office Add. Substantial Completion/ Final Completion dates	Substantial Completion: 5/17/24 Final Completion: 5/24/24	Substantial Completion: 6/10/24 Final Completion: 6/20/24	Substantial Completion: 5/06/24 Final Completion: 5/20/24
PROJ 2 - Restrooms Substantial Completion/ Final Completion dates	Substantial Completion: 5/17/24 Final Completion: 5/24/24	Substantial Completion: 6/10/24 Final Completion: 6/20/24	Substantial Completion: 5/06/24 Final Completion: 5/20/24
PROJ 3 - Aquatic Entry Substantial Completion/ Final Completion dates	Substantial Completion: 5/17/24 Final Completion: 5/24/24	Substantial Completion: 4/24/24 Final Completion: 6/20/24*	Substantial Completion: 4/10/24 Final Completion: 4/25/24
*Bid Qualifications		*Note: Project 3 Aquatic Center window lead time will delay Final Completion date.	