



AMENDED AGENDA
City Council Meeting
Municipal Court Building, 540 Civic Blvd
July 19, 2022 at 6:00 PM

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

Eric Franklin, Ward I
Gerry Pool, Ward II
Vacant, Ward III
Vacant, Ward IV

Call Meeting to Order

Opening Prayer

Pledge of Allegiance to the United States Flag

Citizen Participation

Consent Agenda

- [1.](#) Approve June 21, 2022 City Council Minutes.
- [2.](#) Approve Vendor List.
- [3.](#) Approve Utility Billing Adjustments.
- [4.](#) As per RSMo. 109.230(4), City records that are on file in the City Clerk's office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's office.

Board, Commission, and Committee Schedule

City Council Meeting	July 26, 2022
Board of Adjustment Meeting	August 4, 2022
Planning & Zoning Meeting	August 8, 2022-Cancelled
City Council Meeting	August 16, 2022

Old Business and Tabled Items

- [5.](#) 22-39 An Ordinance of the City Council Approving Amendment of the Zoning Code and Official Map by Changing the Classification of Approximately 100.64 Acres, Located Between the 800 and 1500 Blocks of West State Highway 174, from Sandstone West Planned Development District to Prairie Ridge Planned Development District (PDD).
- [6.](#) 22-40 An Ordinance of the City Council Authorizing Execution of an Agreement with the Missouri Highways and Transportation Commission for Sidewalk Improvements to Ensure Compliance with ADA Standards Under MoDOT Project No. J8S3200.
- [7.](#) 22-41 An Ordinance of the City Council Approving a Special Use Permit for KO Storage of Ozark LLC to Operate a Boat, Vehicle, and Self-Storage Facility at 909 North College Avenue.

Mayor's Announcements

Appointment of Ward III Council Member.

Appointment of Ward IV Council Member.

Reappointment of Randall Tindell to the Board of Adjustment for a 5-year term ending July 18, 2027.

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.**

New Business (First Reading of Ordinances)

- [8.](#) 22-42 An Ordinance of the City Council Authorizing Execution of a Second Supplemental STP-Urban Program Agreement with the Missouri Highways and Transportation Commission for the Design and Right of Way Acquisition on Extending the Shuyler Creek Trail.
- [9.](#) 22-43 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately One Point Three Eight (1.38) Acres, Located at the 3400 Block of East U.S. Highway 60, From Agricultural (AG) to General Commercial (C-2).
- [10.](#) 22-44 An Ordinance of the City Council Authorizing Execution of an Engineering Services Agreement with Olsson Inc. for the Planning, Design, and Construction Inspection of the Highway MM Expansion.
- [11.](#) 22-45 An Ordinance of the City Council Approving a Special Use Permit for Josan Properties Arkansas LLC to Operate a Boat, Vehicle, and Self-Storage Facility on Real Property Located at 3020 U.S. Highway 60.
- [12.](#) 22-46 An Ordinance of the City Council Approving Amendment of the Zoning Code and Official Map by Changing the Classification of Approximately 28.88 Acres of Property, Located at the 7200 Block of West Farm Road 170, from Agricultural (AG) and General Commercial (C-2) to Kirkwood Estates Planned Development District (PDD).
- [13.](#) 22-47 An Ordinance of the City Council Approving Execution of a Developer Agreement with Republic 63, LLC for the Continued Development of the Hankins Farm Planned Development District.

Other Business (Resolutions)

- [14.](#) 22-R-34 A Resolution of the City Council Authorizing an Agreement with Arvest Bank to Provide Depository and Banking Services.
- [15.](#) 22-R-35 A Resolution of the City Council Approving a Preliminary Plat for Tiger Creek, a Residential Subdivision Consisting of Approximately Forty (40.0) Acres Located at 3445 East Hines Street.
- [16.](#) 22-R-36 A Resolution of the City Council Approving the Demolition of the Current Public Works Building Located at 221 N. Main Avenue.
- [17.](#) 22-R-37 A Resolution of the City Council Authorizing the City Administrator to Enter into a Contract With Redec, LLC for Professional Advisory Services.

Reports from Staff

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

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

Adjournment



MINUTES
City Council Meeting
Municipal Court Building, 540 Civic Blvd
June 21, 2022 at 6:00 PM

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

Eric Franklin, Ward I
Gerry Pool, Ward II
Vacant, Ward III
Vacant, Ward IV

Call Meeting to Order

The regular session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Matt Russell at 6:00 p.m. Council Members present included Eric Franklin, Garry Wilson, Eric Gerke, Gerry Pool, Chris Updike, and Jennifer Mitchell. Others in attendance were: City Attorney Megan McCullough (by phone), Assistant City Administrator Jared Keeling, Police Chief Brian Sells, Finance Director Meghin Cook, Finance Manager Kyle Sutton, Chief of Staff Lisa Addington, BUILDS Administrator Andrew Nelson, Assistant BUILDS Administrator Karen Haynes, Fire Chief Duane Compton, Engineering Manager Garrett Brickner, IT Director Chris Crosby, Assistant Parks and Recreation Director Jennafer Mayfield, and City Clerk Laura Burbridge.

Opening Prayer

Opening prayer was led by Council Member Eric Franklin.

Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mayor Matt Russell.

Mayor's Announcements

Mayor Russell announced the reappointment of Kevin Corner, Linn MacDonnold, and Sue Watkins. There was no objection by Council.

- 1. Reappointment of Kevin Corner, Linn MacDonnold, and Sue Watkins to the Housing Authority for a 4 Year Term.

Citizen Participation

Mayor Russell opened citizen participation at 6:02. No one came forward so Mayor Russell closed citizen participation at 6:02.

Consent Agenda

Motion was made by Council Member Pool and seconded by Council Member Updike to approve the consent agenda. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

- 2. Approve June 7, 2022 City Council Minutes.
- 3. Approve May Vendor List.
- 4. 22-R-28 A Resolution of the City Council Awarding the Bid for a Replacement Miniature Excavator to Potter Equipment.

Board, Commission, and Committee Schedule

Board of Adjustment Meeting	July 7, 2022
Planning & Zoning Meeting	July 11, 2022
City Council Meeting	July 19, 2022
City Council Meeting	July 26, 2022



Old Business and Tabled Items

5. **22-35 An Ordinance of the City Council Approving the Final Plat of the Olde Savannah Phase 3B Subdivision.**

Motion was made by Council Member Updike and seconded by Council Member Franklin to have the second reading of Bill 22-35 by title only. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes was available for questions from Council. Council Member Wilson motioned for the passage of Bill 22-35. Council Member Pool seconded. A roll call vote was taken digitally. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

6. **22-36 An Ordinance of the City Council Approving the First Addition Final Plat of the Oakwood Heights Subdivision.**

Motion was made by Council Member Updike and seconded by Council Member Mitchell to have the second reading of Bill 22-36 by title only. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes was available for questions from Council. Council Member Pool motioned for the passage of Bill 22-36. Council Member Updike seconded. A roll call vote was taken digitally. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

7. **22-37 An Ordinance of the City Council Amending Title I Government Code, Chapter 105 Elections, Article 105-II Wards, Section 105.070 Ward Boundaries, Establishing New Boundaries for City Council Wards Based on the 2020 Decennial Census.**

Motion was made by Council Member Franklin and seconded by Council Member Mitchell to have the second reading of Bill 22-37 by title only. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes was available for questions from Council. Council Member Updike motioned for the passage of Bill 22-37. Council Member Mitchell seconded. A roll call vote was taken digitally. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

8. **22-38 An Ordinance of the City Council Approving the Execution of a Developer Agreement with Iron Grain District, LLC and Magers Republic No. 3C, LLC for Development of the Iron Grain District.**

Motion was made by Council Member Wilson and seconded by Council Member Franklin to have the second reading of Bill 22-38 by title only. The vote was 5 Aye-Franklin, Mitchell, Pool, Updike, and Wilson. 0 Nay. 1 Abstain-Gerke. Motion Carried. Karen Haynes was available for questions from Council. Council Member Updike motioned for the passage of Bill 22-38. Council Member Pool seconded. A roll call vote was taken digitally. The vote was 5 Aye-Franklin, Mitchell, Pool, Updike, and Wilson. 0 Nay. 1 Abstain-Gerke. Motion Carried.

New Business (First Reading of Ordinances)

9. **22-39 An Ordinance of the City Council Approving Amendment of the Zoning Code and Official Map by Changing the Classification of Approximately 100.64 Acres, Located Between the 800 and 1500 Blocks of West State Highway 174, from Sandstone West Planned Development District to Prairie Ridge Planned Development District (PDD).**

Motion was made by Council Member Pool and seconded by Council Member Updike to have the first reading of Bill 22-39 by title only. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill.

Ricky Haase with Olsson Engineering, 550 St Louis St. spoke in favor of the bill.

Alan Mooneyham, 6405 S. Farm Road 57 spoke against the bill referencing pictures he provided of stormwater concerns.

Colleen Dorsey, 5185 S Westwood Dr. spoke against the bill citing concerns of traffic, watershed, and decreased value to their homes.

Glen Ennes, 356 N Tierra Dr. spoke against the bill citing concerns of the increased traffic the development would cause at Main Street and State Highway 174. Mr. Ennes asked if the city had a plan to address that congestion.

BUILDS Administrator Andrew Nelson reported that a development adjacent to the schools will provide a storage lane that would double the staging space for vehicles. Mr. Nelson added this will not be an immediate fix but could happen in the next year.

Tricia Bremer, 5030 S Westwood Dr. spoke against the bill expressing concerns about the traffic on their dead-end street, which would keep the kids from riding bikes on their street. Mrs. Bremer added the development would route people to Hines Street, which feeds into the congestion at State Highway 174 and Main Street and is already difficult to cross. Mrs. Bremer also expressed concerns of stormwater and water retention, citing Westwood on the other side of Hines also has stormwater issues from adjacent developments that causes standing water.

Nathan Beaver, 5115 Westwood Dr. spoke against the bill noting he purchased the 20 acres adjacent to his property to add a buffer from the developments being added in the area. Mr. Beaver expressed concern that in this development, a secondary artery road is shown crossing his 20 acres. Mr. Beaver wanted to know when that would occur. Mr. Beaver also expressed concerns of stormwater and the impact to their property. Mr. Beaver also asked where the water and wastewater lines would run to the wastewater treatment plant.

Mayor Russell let the speakers know to get with BUILDS staff to get their questions answered. Mayor Russell asked that the answers be provided to Council prior to the next meeting to take into consideration. Mayor Russell reminded Council that this is a first read and to get with staff prior to the next meeting.

10.22-40 An Ordinance of the City Council Authorizing Execution of an Agreement with the Missouri Highways and Transportation Commission for Sidewalk Improvements to Ensure Compliance with ADA Standards Under MoDOT Project No. J8S3200.

Motion was made by Council Member Gerke and seconded by Council Member Updike to have the first reading of Bill 22-40 by title only. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Garrett Brickner provided an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff prior to the next meeting with any questions.

11.22-41 An Ordinance of the City Council Approving a Special Use Permit for KO Storage of Ozark LLC to Operate a Boat, Vehicle, and Self-Storage Facility at 909 North College Avenue.

Motion was made by Council Member Updike and seconded by Council Member Gerke to have the first reading of Bill 22-41 by title only. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor provided an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff prior to the next meeting with any questions.

Other Business (Resolutions)

12. 22-R-29 A Resolution of the City Council Approving a Preliminary Plat for Olde Savannah Phase 4, a Residential Subdivision Consisting of Approximately Twenty-Nine Point Five (29.5) Acres Located at East Williamsburg Walk and South Farm Road 89.

Motion was made by Council Member Wilson and seconded by Council Member Pool to approve Resolution 22-R-29. Karen Haynes provided an overview of the Resolution. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

13. 22-R-30 A Resolution of the City Council Authorizing the City Administrator to Enter into an Agreement with Midwest Public Risk for Property and Liability Insurance for Fiscal Year 2022-2023.

Motion was made by Council Member Wilson and seconded by Council Member Updike to approve Resolution 22-R-30. Meghan Cook provided an overview of the Resolution. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

14. 22-R-31 A Resolution of the City Council Approving the Audit Report for the Fiscal Year Ending December 31, 2021.

Motion was made by Council Member Gerke and seconded by Council Member Updike to approve Resolution 22-R-31. Meghan Cook introduced Jon Cummings with KPM, CPA's who provided an overview of the Audit Report. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

15. 22-R-32 A Resolution of the City Council Appointing the City Administrator as the City's Primary Regional Broadband Initiative Board Member and BUILDS Department Administrator Andrew Nelson as the City's Alternate RBI Board Member.

Motion was made by Council Member Franklin and seconded by Council Member Pool to approve Resolution 22-R-32. Andrew Nelson provided an overview of the Resolution. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

16. 22-R-33 A Resolution of the City Council Declaring Conditional Consent to the Dissolution of the Savannah Heights Phase One Property Owners Association, Inc.

Motion was made by Council Member Wilson and seconded by Council Member Updike to approve Resolution 22-R-33. Andrew Nelson provided an overview of the Resolution. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

Reports from Staff

Acting City Administrator Andrew Nelson thanked Jon Cummings for presenting the audit report and for keeping his report fairly brief. Mr. Nelson added he appreciates the professionalism of KPM. Mr. Nelson thanked Meghan Cook and her staff for getting the work done for the audit. Mr. Nelson noted that the ending balance for the general fund in 2016 was \$2,000.00 so for us to end 2021 with just over \$600,000.00 speaks volumes to the progress made.

Acting City Administrator Andrew Nelson reminded everyone that Have a Blast is 2 weeks away and begins at 6:00 p.m. Mr. Nelson noted that those attending will see that the school partnered with us to repave Park Drive, which will also be used as Early Childhood staging.

Council Member Franklin thanked the citizens for coming to speak tonight and at Planning and Zoning, adding it helps give Council needed information to take into consideration. Mr. Franklin spoke about the

Missouri Municipal League Conference he attended last week with elected officials from all over Missouri. Mr. Franklin shared he spoke to a gentleman from Poplar Bluff that was excited to meet him because they look at Republic for examples on what to do. Mr. Franklin added that in conversations, a common answer is "I know, we hear about Republic all the time". Mr. Franklin thanked staff and our supportive organizations for investing in our community.

Mayor Russell reminded everyone we have two seats open on Council. Now that districts are finalized, we will begin accepting applications for those seats beginning tomorrow. Mayor Russell asked everyone to let those interested know to fill out the application. Mayor Russell added we will do interviews and then present the appointment with the advice and consent of Council.

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

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

Motion was made by Council Member Franklin and seconded by Council Member Pool at 7:20 p.m. to go into Executive session under RSMo 610.021.1 Pending and/or potential litigation. Closed session. Closed vote. Closed record. and RSMo 610.021.3 Hiring, firing, promotion, or disciplining personnel. Closed session. Closed vote. Closed record. The vote was 6 Aye-Updike, Wilson, Mitchell, Franklin, Pool, and Gerke. 0 Nay. Motion Carried.

Motion was made by Council Member Pool and seconded by Council Member Updike to adjourn the meeting at 7:55 p.m. The vote was 6 Aye-Franklin, Pool, Gerke, Wilson, Mitchell and Updike. 0 Nay. Motion Carried.

ATTEST:

Laura Burbridge, City Clerk

Matt Russell, Mayor



City of Republic

Vendor Audit Report

Item 2.

For Date Range 06/01/2022 - 06/30/2022

Vendor	Added	Added User	Deleted	Deleted User
07871 - Late Night Productions Inc	06/02/2022	SHERRI WOODS		
07873 - Kelsey L Smith	06/08/2022	SHERRI WOODS		
07874 - Natalie Denise Botkin	06/08/2022	SHERRI WOODS		
07875 - Tab Cooper & Associates LLC	06/10/2022	SHERRI WOODS		
07876 - Grote & Associates Inc	06/10/2022	SHERRI WOODS		
07877 - Meant 2B Outdoors LLC	06/16/2022	SHERRI WOODS		
07878 - Adam Brown	06/16/2022	SHERRI WOODS		
07879 - Mike England	06/16/2022	SHERRI WOODS		
07880 - Greg Burch	06/16/2022	SHERRI WOODS		
07881 - Mason Adair	06/16/2022	SHERRI WOODS		
07882 - Jeremy W Boyts	06/16/2022	SHERRI WOODS		
07883 - American Highway Products LTD	06/22/2022	SHERRI WOODS		
07884 - Sean Coatney	06/22/2022	SHERRI WOODS		
07885 - Emma Dulin	06/23/2022	SHERRI WOODS		
07886 - Andrew Cole	06/23/2022	SHERRI WOODS		
07887 - Ace Pipe Cleaning Inc	06/29/2022	SHERRI WOODS		
07888 - Carnahan Evans PC	06/29/2022	SHERRI WOODS		
07889 - Chris Updike	06/29/2022	SHERRI WOODS		
07890 - International Association for Property & Evidence	06/30/2022	SHERRI WOODS		

Vendor Count: (19)



Utility Billing Adjustments

Date	Customer	Overread/Leak	Leak In	Water Gallons Adjusted	Amount Adjusted	Sewer Gallons Adjusted	Amount Adjusted
4/18/2022	Lisa K/James P Jr Nelson	Leak	Tree Root in Service Line	8750	31.42		
4/18/2022	Jerry A/Sherry L Burbridge	Leak	Main Line - Dec Billing	11261	40.44	1184	11.22
4/18/2022	Jerry A/Sherry L Burbridge	Leak	Main Line- Oct Billing	13091	47.02	1184	11.22
4/20/2022	Rebecca Loonsfoot	Leak	Outside Faucet - March Billing	7100	25.50	14200	158.61
4/20/2022	Rebecca Loonsfoot	Leak	Outside Faucet - April Billing	5550	19.93	11100	123.99
4/25/2022	Janiel O Llanos	Leak	Service Line - March Billing	81835	293.88		
4/25/2022	Janiel O Llanos	Leak	Service Line - April Billing	112055	402.41		
5/6/2022	Zachary Copeland	Leak	Toilet Leak	5,996	21.54	5,996	66.98
5/6/2022	Zachary Copeland	Leak	Toilet Leak	19,391	69.63	19,391	216.60
5/9/2022	Lisa K/James P Jr Nelson	Leak	Tree Root in Service Line	25,050	89.96		
5/11/2022	Shawn M Brandani	Leak	Main Line - April Billing	94,360	327.41	94,360	1,022.54
5/12/2022	Chastain Investment	Overread	Overread	363,700	1,306.10	363,700	4,062.53
5/13/2022	Joseph A Kurban	Leak	Pipe Burst - April Billing	28,456	102.20	6,443	59.20
5/13/2022	Republic McCulloch Elementary	Leak	Faulty Float for Cooling System	380,083	1,353.10	380,083	4,245.53
5/17/2022	Imagon M Young	Leak	Pipe Burst	5,983	21.49	11,967	133.67
5/24/2022	Tina Adams	Leak	Leak on City side	24,497	87.97	24,497	273.63
5/24/2022	Donna/Jacob Watson	Overread	Overread	10,000	36.31	10,000	111.70
5/24/2022	George C/Kathleen T Baumann	Leak	Toilet Leak	1,520	5.46	1,520	16.98

5/24/2022	Mike D/Michelle A Burns	Leak	Toilet Leak & Water Heater	5,316	19.10	5,316	59.39
5/24/2022	Mike D/Michelle A Burns	Leak	Toilet Leak & Water Heater	4,566	16.40	4,566	51.01
5/31/2022	Lisa K/James P Jr Nelson	Leak	Tree Root in Service Line	8,600	30.89		
6/23/2022	Leroy D/Donna J Welch	Leak	Main Line Break	10,106	36.29	1,200	13.40
6/23/2022	Deborah Rumisek	Leak	Hot water heater	2,041	7.33	4,083	45.61
6/24/2022	Ken Foster	Leak	Service Line	39,600	142.21		



Record Destruction Request Form

MISSOURI RETENTION MANUAL CODE	NAME/DATE OF RECORDS TO BE DISPOSED	DATE(S) OF DOCUMENTS	RETENTION TIME NEEDED FOR RECORD
GS 046 Oaths of Office	Oaths of office-Council and police	2018-2019	1 year after expiration of term
028.008 Campaign Finance Reports and Related Documents	Candidate financial disclosure forms.	2015-2016	5years
GS 007 Accounts Payable Records	May include: correspondence, reports, invoices, statements, vouchers, purchase orders, refund files, payment authorizations, receipt records, canceled checks or warrants, and similar documents.	2019-2020	Completion of audit
GS 008 Accounts Receivable	May include: Sales tax/Use tax distribution, reports, receipts, invoices, awards, logs, lists, summaries, statements and similar records. Information may include: receipt amount, date, invoice number, name, account number, account balance, adjustment, and similar data.	2019-2020	Completion of Audit
GS 053 Fee Records	Proposed Fee Changes	2004-2017	Completion of audit
GS 006 Subsidiary Ledgers	Journals, Registers, Monthly Ledgers, Accounting Summary Report File, Revenue Sharing, Trial Balance Fund	2014-2016	Completion of Audit
GS 009 Purchasing Records	Purchase Orders Ledger, Purchasing Requests, Requisitions, Authorizations, Material and Cost specifications, Acquisition Orders	2017-2018	3 years plus completion of audit
GS 010 Banking and Investment Records	Account Statements, Deposit books, Deposit and Withdrawal Slips, Cancelled checks, Check Registers, Passbooks, Statements and Receipts for Interest	2019-2020	Completion of audit plus 1 year



Record Destruction Request Form

	Income; Monthly Statements; Investment Returns; Certificates of Deposit; Treasury Bills		
GS 011 Receipts	Copies of receipts issued by the office to persons paying fees, turning over funds, or for the accounting of petty cash expenses.	2019-2020	Completion of Audit
GS 015 Postal Records	May include: postal meter records, receipts for registered and certified mail, insured mail, special delivery receipts and forms, loss reports, and related items.	2020	1 year
GS 070 Expense Reimbursement Records	Travel Vouchers; Expense Reports; Uniform Allowance; Equipment Allowance	2018-2020	Completion of Audit plus 1 year
GS 004 Budget Preparation Records	May include: correspondence, budget requests, proposal and instructions, computer reports, notes, staff reports, worksheets, surveys, and other related materials.	2019-2020	Completion of audit
GS 054 Fixed Assets Inventory	Information includes assets by department, method of acquisition, purchase authority, fund, origination, physical location.	2016-2020	Retain current inventory in office until superseded. Retain superseded inventories through Completion of Audit.



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-39 An Ordinance of the City Council Approving Amendment of the Zoning Code and Official Map by Changing the Classification of Approximately 100.64 Acres, Located Between the 800 and 1500 Blocks of West State Highway 174, from Sandstone West Planned Development District to Prairie Ridge Planned Development District (PDD).

Submitted By: Karen Haynes, Assistant BUILDS Administrator

Date: July 19, 2022

Issue Statement

Republic Land Holdings, LLC has applied to change the Zoning Classification of approximately (100.64) acres of property located at the 800-1500 Blocks of West State Highway 174 from the Sandstone West Planned Development District (PDD) to **Prairie Ridge Planned Development District (PDD)**.

Discussion and/or Analysis

The property subject to this Rezoning Application is comprised of approximately **(100.64) acres** of land located between the 800 and 1500 Blocks of West State Highway 174. The property is currently utilized as farmland with several agricultural structures.

Applicant's Proposal

The Applicant is proposing the Rezoning of this property to a Planned Development District (PDD) to allow for a residential mixed-use development consisting of one area of Multi-Family Dwellings (15.90 acres) and three areas of Single-Family Residential Lots (84.74 acres), and Regional Detention. The Development Plan also contains new water, sanitary sewer, and stormwater systems to support the development, the required Secondary Arterial Street, and Local Streets to support the development.

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

- **Area A: Single-Family Residential**
 - Total Area: 84.74 acres
 - Total Lots: 291
 - Permitted Uses: Single-Family Residential
 - Setbacks:
 - Front: 20 Feet
 - Rear: 25 Feet
 - Interior Side Setback: 5 Feet
 - Side Street Setback: 15 Feet

- Density: 7.26 Dwelling Units/Acre
- **Area B: Multi-Family Residential (R-3)**
 - Total Area: 15.90 acres
 - Total Dwelling Units: 300
 - Permitted Uses: Multi-Family Residential
 - Density: 19 Dwelling Units/Acre

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

Consistency with the Planned Development District (PDD) Ordinance

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

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

- The proposed Development Plan shall involve a mixture or variation of land uses or densities.
 - Prairie Ridge is a residential mixed-use development consisting of single-family and multi-family residential dwelling units.
- The proposed Development Plan shall involve the provision of all infrastructure deemed necessary to adequately serve the potential development.
 - The Prairie Ridge PDD Development Plan includes provisions for municipal water and sewer services, a plan for stormwater management, and the construction and dedication of a Secondary Arterial Street, identified in the City's Major Thoroughfare Plan.
- The proposed Development Plan shall involve design elements that promote the City of Republic's Comprehensive Plan and other adopted plans of the City.
 - The City of Republic's Comprehensive and Land Use Plans promote the expansion of commercial and residential development at locations supported by the City's water, sanitary sewer, and transportation networks; the Prairie Ridge Development can be adequately supported by the City's capacities for water, sewer, and transportation.
- The proposed Development Plan shall involve design elements intended to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to preserve features of historical significance; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public improvements.

- The Prairie Ridge Development Plan includes the construction of a Secondary Arterial City Street identified on the City's Major Thoroughfare Plan. The street will connect the development from West State Highway 174 to the property to the north.

Consistency with the Comprehensive Plan

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

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

- **Goal:** Support market conditions to develop a greater variety of residential options
 - **Objective:** Support a variety of housing developments and styles to ensure a range of options are available
- **Goal:** Support new development that is well-connected to the existing community
 - **Objective:** Encourage development that improves and expands upon existing infrastructure
 - **Objective:** Promote development aligning with current adopted plans of the City
 - **Objective:** Support the development of vacant parcels as opportunities for densification that is harmonious with surrounding development

Compatibility with Surrounding Land Uses

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

- North: Greene County Agricultural, Sandstone West PDD
- South: Medium Density Single-Family Residential (R1-M)
- East: Medium Density Single-Family Residential (R1-M)
- West: Greene County Agricultural Residential and Agricultural

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

Capacity to Serve Potential Development and Land Use

Municipal Water and Sewer Service: This site is in proximity to City of Republic sanitary sewer and water service, with existing points of connection to the east, in the Sandstone Subdivision, to the south, via a water main parallel to West State Highway 174, and an existing sanitary sewer Lift Station on the south side of West State Highway 174.



The majority of the development will be served by a new Lift Station, designed to serve the development, located in the northwestern portion of the development. The effluent will travel from the new Lift Station into an existing gravity sewer system in the Sandstone Subdivision to the east, which then flows directly to the Wastewater Treatment Facility. A small portion of Phase 4 will be served by gravity flow to (existing) Lift Station 2 on the south side of West State Highway 174, which is then pumped into an existing gravity sewer system flowing directly to the Wastewater Treatment Facility, while around six acres of Phase 1 will flow directly to the existing gravity sewer system in the Sandstone Subdivision to the east.

The development will be served via a looped water system, connecting to existing water mains parallel to West State Highway 174 and to existing water mains serving the Sandstone Subdivision to the east. The exact location and size of the water mains required to serve the development will be determined during the infrastructure design process.

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

Transportation: The Development Plan includes the construction and dedication of a new Secondary Arterial within the development area, identified in the City's Major Thoroughfare and Transportation Plans, in addition to multiple Local Streets to serve Lots within the development.

The Applicant performed a Traffic Impact Study (TIS), reviewed by MODOT and the City of Republic, to analyze the impact of the traffic generated from the proposed development. The results of the TIS indicates the proposed full buildout of the development warrants several transportation improvements on West State Highway 174. These improvements are identified in Phases 3 and 4 of the development and include an eastbound left turn lane and westbound right turn lane in Phase 3 of the development and an eastbound left turn lane during Phase 4 of the development; additional improvements at the intersection of South Farm Road 67 and West State Highway 174 include a westbound left turn lane. The City's transportation improvements, required by the development, include a left turn lane from southbound Kansas onto eastbound West State Highway 174, three lane sections of Kansas for left turns at internal intersections, and the TIS required left turn lanes on West State Highway 174 into the development. The transportation improvements required to support the development are the responsibility of the Developer.

The City will be working with MODOT and the Applicant throughout the development process, including during construction of the required transportation improvements to support the development.

No parcel within the development will have direct access to State Highway 174 or the Secondary Arterial Street.

Stormwater: The Development Plan contains areas designated for stormwater retention/detention, designed to accommodate stormwater generated by the development. Additional stormwater areas and/or easements may be required through the engineering design process. The stormwater retention/detention areas, drainage easements, and all open space/common areas will be owned and maintained by the Developer and/or a Property Owners Association.



Floodplain: The subject parcel **does** contain a **Special Flood Hazard Area (SFHA/Floodplain)**.

Sinkholes: The subject parcel **does** contain identified sinkholes; development of the property will require adherence to the City's Sinkhole Ordinance.

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

Recommended Action

Staff considers the **proposed Zoning Map Amendment (Rezoning to Planned Development District)** to be generally consistent with the **goals and objectives of the Comprehensive and Land Use Plans**, generally consistent with the **trend of development in the vicinity of the site**, generally **compatible with surrounding land uses**, and **able to be adequately served by municipal facilities**. Specifically, the proposed development can be adequately served by the City's municipal water and sanitary sewer services and the City's transportation network. Based upon this analysis (performed without the benefit of evidence and testimony of a public hearing), Staff recommends the approval of this application.

AN ORDINANCE OF THE CITY COUNCIL APPROVING AMENDMENT OF THE ZONING CODE AND OFFICIAL MAP BY CHANGING THE CLASSIFICATION OF APPROXIMATELY 100.64 ACRES, LOCATED BETWEEN THE 800 AND 1500 BLOCKS OF WEST STATE HIGHWAY 174, FROM SANDSTONE WEST PLANNED DEVELOPMENT DISTRICT TO PRAIRIE RIDGE PLANNED DEVELOPMENT DISTRICT (PDD)

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, Republic Land Holdings, LLC (“Applicant”) submitted an application to the City’s BUILDS Department to rezone approximately 100.64 acres of real property located between the 800 and 1500 blocks of West State Highway 174 in Republic, Missouri from the Sandstone West Planned Development District (PDD) to the Prairie Ridge Planned Development District (PDD); and

WHEREAS, Applicant additionally sought approval of a development plan for the Prairie Ridge Planned Development District, identified as PDD 21-001 (“Development Plan”); and

WHEREAS, the City submitted the application and Development Plan to the Planning and Zoning Commission and set a public hearing on the application for June 13, 2022; and

WHEREAS, a notice of the time and date of the public hearing on the application was given by publication on May 25, 2022, in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the date set for the public hearing; and

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

WHEREAS, the public hearing on the application and Development Plan was conducted by the Planning and Zoning Commission on June 13, 2022, after which the Commission rendered written findings of fact on the proposed amendment, Development Plan, and rezoning and, thereafter, submitted the same, together with its recommendations, to the Council; and

WHEREAS, the Planning and Zoning Commission, by a vote of four (4) Ayes to zero (0) Nays, recommended the approval of the application and Development Plan for rezoning; and

WHEREAS, the application for rezoning, the Development Plan, and the request to amend the Zoning Code and Official Zoning Map was submitted to the City Council at its regular meeting on June 21, 2022, after which the City Council voted to rezone such property, approve the Development Plan, and amend the Zoning Code accordingly.

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

Section 1: The Zoning Code and Official Zoning Map are hereby amended to reflect the rezoning of the real property tract comprising of 100.64 acres located at the 800-1500 Block of West State Highway 174, Republic, Missouri, more fully described in the legal description herein below, from the

Sandstone West Planned Development District (PDD) to the Prairie Ridge Planned Development District (PDD).

TRACT I: ALL OF THE SOUTH ONE-HALF (S½) OF LOT TWO (2) OF THE NORTHWEST FRACTIONAL QUARTER (NWFRL¼) OF SECTION NINETEEN (19), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23), LYING NORTH OF STATE HIGHWAY 174, ALL IN GREENE COUNTY, MISSOURI.

TRACT II: ALL OF THE SOUTHWEST QUARTER (SW¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-FOUR (24), GREENE COUNTY, MISSOURI, EXCEPT A TRACT OF LAND CONTAINING 2 ACRES LYING IN THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW¼) OF THE NORTHEAST QUARTER (NE¼) DESCRIBED AS FOLLOWS: BEGINNING 1124.65 FEET NORTH OF THE CENTER OF SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-FOUR (24); THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW¼) OF THE NORTHEAST QUARTER (NE¼), 208.75 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW¼) OF THE NORTHEAST QUARTER (NE¼); THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW¼) OF THE NORTHEAST QUARTER (NE¼), 417.5 FEET; THENCE SOUTH 208.75 FEET PARALLEL TO THE WEST LINE OF SAID QUARTER-QUARTER; THENCE WEST 417.5 FEET TO THE POINT OF BEGINNING, ALL IN GREENE COUNTY, MISSOURI.

TRACT III: ALL OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER (NE¼), SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-FOUR (24), GREENE COUNTY, MISSOURI, SUBJECT TO A TEMPORARY ACCESS EASEMENT BEING DESCRIBED IN BOOK 2011, AT PAGE 011147-11, RECORDER'S OFFICE, GREENE COUNTY, MISSOURI.

EXCEPT THE FOLLOWING: ALL THAT PART OF THE NORTHEAST QUARTER (NE¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-FOUR (24), CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING ALUMINUM CAPPED PIN MARKING THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE¼); THENCE SOUTH 01°42'59" WEST, WITH THE EAST LINE OF SAID NORTHEAST QUARTER (NE¼), 1340.50 FEET TO AN EXISTING 5/8" IRON PIN; THENCE CONTINUING SOUTH 01°42'59" WEST, WITH THE EAST LINE OF SAID NORTHEAST QUARTER (NE¼), 449.14 FEET; THENCE NORTH 87°42'16" WEST, 611.00 FEET FOR A TRUE POINT OF BEGINNING; THENCE SOUTH 02°17'44" WEST, 115.00 FEET; THENCE NORTH 87°42'16" WEST, 192.35 FEET; THENCE NORTH 02°17'44" EAST, 115.00 FEET; THENCE SOUTH 87°42'16" EAST, 192.35 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THE FOLLOWING: ALL COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-FOUR (24), IN GREENE COUNTY, MISSOURI; THENCE NORTH 75 FEET FOR A SECOND BEGINNING POINT; THENCE NORTH 330 FEET; THENCE WEST 264 FEET; THENCE SOUTH 330 FEET; THENCE EAST 264 FEET TO THE POINT OF SECOND BEGINNING; BEING A TRACT OF LAND LOCATED IN THE SOUTHEAST CORNER OF THE SAID SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-FOUR (24), IN GREENE COUNTY, MISSOURI.

TRACT V: ALL COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-FOUR (24), IN GREENE COUNTY, MISSOURI; THENCE NORTH 75 FEET FOR A SECOND BEGINNING POINT; THENCE NORTH 330 FEET; THENCE WEST 264 FEET; THENCE SOUTH 330 FEET; THENCE EAST 264 FEET TO THE POINT OF SECOND BEGINNING; BEING A TRACT OF LAND LOCATED IN THE SOUTHEAST CORNER OF THE SAID SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-FOUR (24), IN GREENE COUNTY, MISSOURI.

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

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

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

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

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

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

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

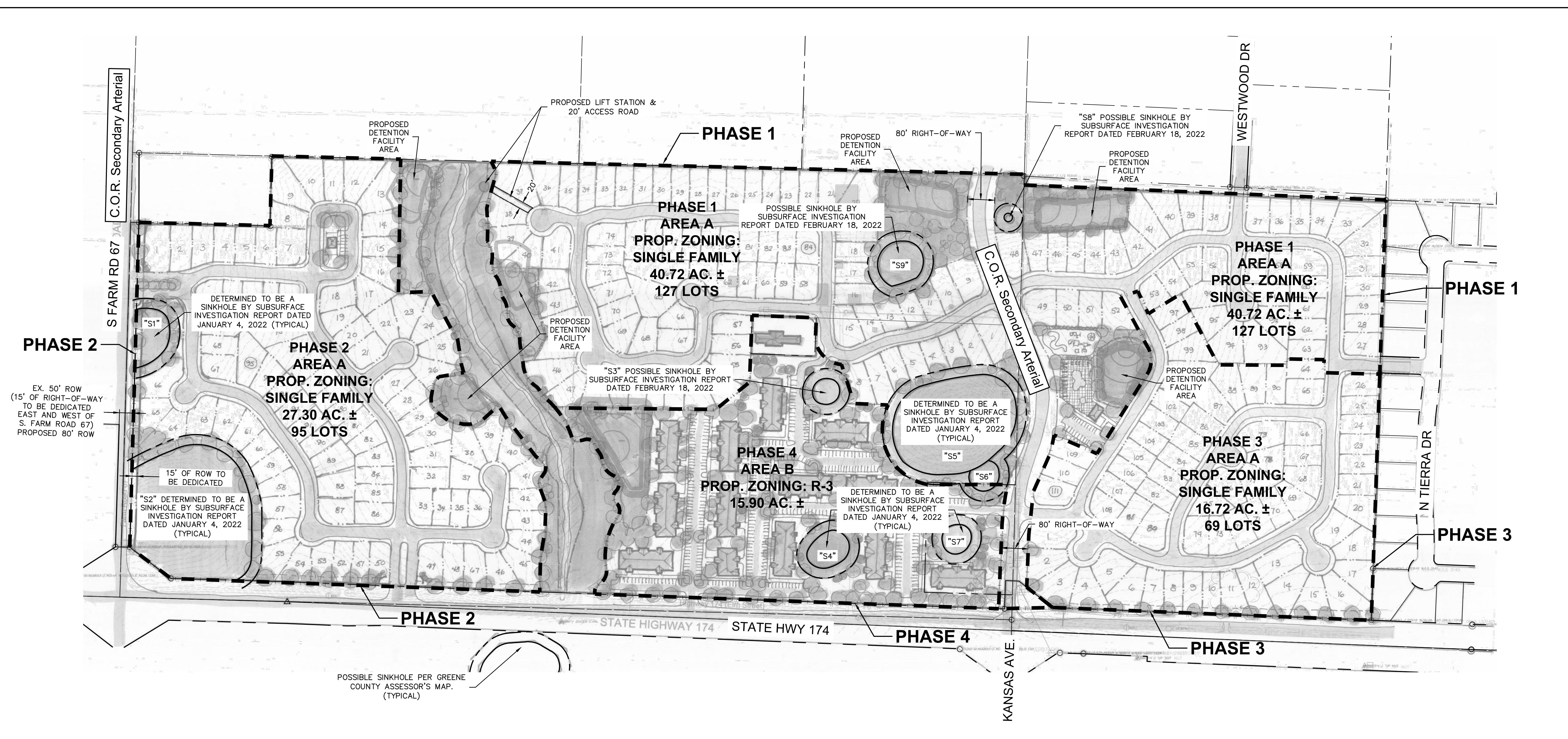
Final Passage and Vote:

REV. NO.	DATE	REVISIONS DESCRIPTION

PRairie Ridge - Rezoning Exhibit
PRAIRIE RIDGE
STATE HWY 174 & S FARM ROAD 67
2022

REPUBLIC, MO

drawn by: CRW
checked by: RGH
approved by: RGH
QA/QC by: RGH
project no.: 021-02062
drawing no.:
date: 04.11.2022



LEGEND

- PHASING BOUNDARY
- C.O.R. = CITY OF REPUBLIC
- "S#" = SINKHOLE #

PHASING CALCULATIONS:

PHASE	USE PERMITTED	ZONING	USE AREA	TOTAL AREA
PHASE 1:	AREA A= SINGLE FAMILY		40.72 AC.	=40.72 AC.
PHASE 2:	AREA A= SINGLE FAMILY		27.30 AC.	=27.30 AC.
PHASE 3:	AREA A= SINGLE FAMILY		16.72 AC.	=16.72 AC.
PHASE 4:	AREA B= MULTI-FAMILY	R-3	15.90 AC.	=15.90 AC.

SINKHOLE NOTE:

A THIRTY (30) FOOT WIDE BUFFER SHALL BE PROVIDED AROUND ALL SINKHOLES

PHASING SUMMARY:

- PHASE 1: 127 SINGLE FAMILY LOTS
- PHASE 2: 95 SINGLE FAMILY LOTS
- PHASE 3: 69 SINGLE FAMILY LOTS
- PHASE 4: 300 MULTI-FAMILY UNITS

SINGLE FAMILY DENSITY REGULATIONS:

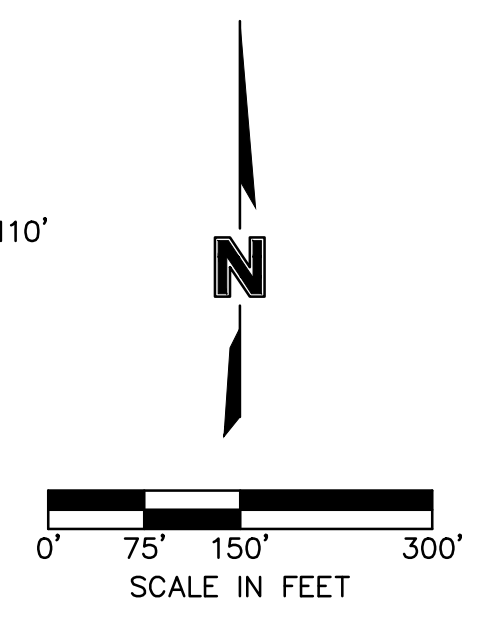
AREA A (SINGLE FAMILY): 291 TOTAL UNITS; MIN. LOT SIZE 55' X 110'
7.2 DWELLING UNITS PER ACRE

SETBACK REQUIREMENTS PER LOT:

- FRONT YARD = 20 FEET
- REAR YARD = 25 FEET
- SIDE YARD (STREET) = 15 FEET
- SIDE YARD (INTERIOR) = 5 FEET

MULTI-FAMILY DENSITY REGULATIONS:

AREA B (MULTI-FAMILY): 19 DWELLING UNITS PER ACRE



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 USER: kschwidm
 PROJECT: V:\TPO\02102062_V\BND_02102062

5/5/2022
EXHIBIT #1

**Requirements and Standards Applicable to
Planned Development District No. _____**

**Prepared by:
Olsson Inc, Ricky Haase, PE**

A. INTENT

The intent of the Planned Development District (PDD) is to create a mixed-use development made up of single family and multifamily. The proposed development plan provides a diverse mixture or variations of land uses and densities as required by section 405.220 of the City's Zoning Regulations.

The second requirement of these regulations requires that the design involve the provision of all infrastructure deemed necessary to adequately serve the potential development. See the attached exhibit for the proposed infrastructure improvements.

The third requirement of the Zoning Regulations requires the development to promote the City's Comprehensive Plan. This proposed PDD aligns with the City's Objectives 1B and 1C of the Land Use Plan by providing the community with a variety of housing options and by creating multiple new options consistent with those identified as in demand in the City's Housing Market Study completed in 2021.

The proposed PDD meets the intent of the fourth requirement of the Zoning Regulations in multiple ways. This development will connect to the City's utility system that are already present at the perimeter of the development. This ensures the project will have little burden to the City as it relates to utility maintenance upon completion of the project. The proposed roadway network associated with the PDD conforms to the Major Thoroughfare Plan by providing a secondary arterial street through the heart of the development. This secondary arterial extends from the southern boundary to the northern boundary as an extension of Kansas Avenue. Also, the PDD takes into account the proposed primary arterial along the southern boundary of the development. This improved roadway network will lessen congestion in the streets. It will also provide easier access for fire, police, and ambulance services to the eastern limits of the city.

These amenities for the single family areas will include a swimming pool with bath house and restrooms, an indoor gym with equipment, a sports court, open park space, and play areas as seen in the attached exhibit central to the development. The R-3 area will have a swimming pool with pool house, open park space, and play areas.

To ensure a clean, safe, and vibrant neighborhood, Covenants, Conditions, and Restrictions (CCRs) will be developed and recorded. These CCRs will not only establish a Neighborhood Association. They will also layout requirements for building standards the new homes must adhere to.

The average lot size of the single-family residential lots on this project will be 55 feet by 110 feet. Multiple builders have reached out to the developer specifically requesting this lot size.

In an attempt to keep housing affordable in the Republic community, the developer's best opportunity is a reduction of lot cost by increasing the number of lots. Our current floor plans accommodate the width of the lots while accounting for the setbacks. With these floor plans, there is an opportunity to have a smaller width lot without sacrificing great curb appeal. The reduction in lot width also allows us to have additional green space for the community while maintaining appropriate densities to make the project financially viable. The developer's market research shows that community space is favored over large side yards. Today's buyer enjoys a sense of community that can be shared in common areas. Most developers are purely concerned with maximum density, while this project development group prefers to use some of the width savings for the enjoyment of the community, something not offered by our competitors in other current new construction entry level communities. This developer believes what we are proposing is the type of communities that most Republic homeowners desire.

B. DEFINITIONS

The definitions contained in Article 405-I shall apply to this ordinance, unless modified herein.

C. INTENSITY OF DEVELOPMENT

Development shall adhere to the following standards.

1. The area densities shall not exceed the following. Refer to Exhibit #2 for Area Locations:
 - a. Area A (Single Family) – 291 lots. 127 lots in phase 1. 95 lots in phase 2. 69 lots in phase 3. 7.26 dwelling units per acre.
 - b. Area B (Multifamily) – 300 multifamily units. Approximately 19 units per acre.

D. USES PERMITTED

1. Area A – Shall adhere to “Area A” Single-Family Residential District as defined in this PDD
2. Area B – Shall adhere to “R-3” Multi-Family Residential District
3. In all areas A and B, not-for-profit neighborhood facilities, including indoor and outdoor recreation facilities, operated by a neighborhood or community organization or a property owners' association, shall be a Permitted use.

E. BULK, AREA AND HEIGHT REQUIREMENTS

Development shall adhere to the following standards.

Area A (Single Family Residential):

1. Minimum lot size = 6,000 square feet or approximately 7.26 dwelling units per acre.
2. Minimum Yard Requirements
 - a. Front Yard = 20-ft
 - b. Rear Yard = 25-ft
 - c. Side Street Setback = 15-ft

- d. Interior Side Yard Setback = 5-ft

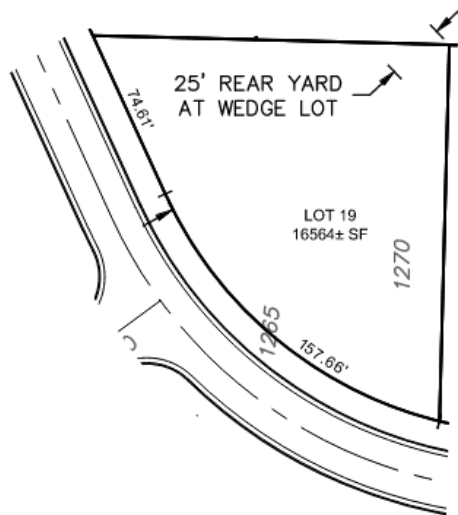
Area B (R-3):

Shall adhere to Article 405-V except:

1. Coordinating note #5, per section 405.540 does not apply.

For both Area A and B:

1. On a curve or cul-de-sac, the lot width shall be measured along the cord at the front yard setback.
2. On wedge shaped lots Rear Yards shall be measured from the rear point of the lot as shown below.



F. Public Facilities

Public utilities, roads and stormwater shall be designed in accordance with the City of Republic Design Standards. Water will be connected to the existing public system along Hwy 174 and to the existing Sandstone Subdivision to the east. Electric will be provided by the local utility provider. Sanitary Sewer will connect to the existing public main at the eastern limit of the development. A new lift station will be designed and constructed in phase 1 of this development. The lift station will be placed in the existing floodplain that passes through the development. The force main will be routed to the east boundary of the development and discharge to the existing Sandstone Subdivision sewer system. The new lift station will be sized to handle this Prairie Ridge development flows only. Also, 100 gpm of flow from the apartment buildings will be sent to the existing lift station #2 on the south side of Hwy 174 due to the lack of capacity of the gravity system in the Sandstone Subdivision to the east. Stormwater detention will be provided internally to the PDD where feasible.

G. ACCESS TO PUBLIC THOROUGHFARES

Access to the public street system shall conform to those shown on the attached Development Plan as well as the PDD specific traffic study completed by CJW. Turn lanes are warranted on State Highway 174 at the time of Phase 3 of the development as well as Phase 4 per the traffic study. Internal public streets shall be designed in accordance with the City of Republic design standards and will have 50-foot dedicated right of way widths. It is understood that the city secondary arterial through the center of the property will have an 80 foot right of way.

H. OFF-STREET PARKING

Off-Street Parking shall comply with the City of Republic Land Use Article 405-VI in effect at the time of development.

I. SIGNS

Signage shall comply with the City of Republic Chapter 415 in effect at the time of development.

J. LANDSCAPING & SCREENING

1. Landscaping and screening within Areas A and B shall comply with the City of Republic Article 405-X and Article 405-XI in effect at the time of development.
2. No buffer will be required between the proposed Area A and the existing R1-M of the existing Sandstone Subdivision at the east boundary of the proposed development.
3. No buffer will be required between this proposed development and the existing agriculture (A-1) nor agriculture-residence (A-R) Greene County parcels adjacent to this development to the north.

K. MAINTENANCE OF COMMON AREAS AND FACILITIES

The maintenance of common areas and facilities within the District shall remain the responsibility of the developer(s) or shall be assumed by a duly constituted property owners association meeting all legal requirements prescribed by the City Attorney.

L. PHASING

Development may be phased provided that all public improvements directly related to each phase are completed at the time of its development and that improvements serving the District as a whole and the adjoining area are completed in a sequence assuring full utility of the District as a whole and all areas within the District and so that future public improvements required by this ordinance or other applicable ordinances of the City are not compromised or rendered unduly difficult. Refer to the Development Plan for Phasing limits. Proposed approximate phasing of lots within the PDD is as follows:

- Phase 1: 127 Single Family Lots (Area A)
- Phase 2: 95 Single Family Lots (Area A)
- Phase 3: 69 Single Family Lots (Area A)
- Phase 4: 300 Dwelling Units (R-3)

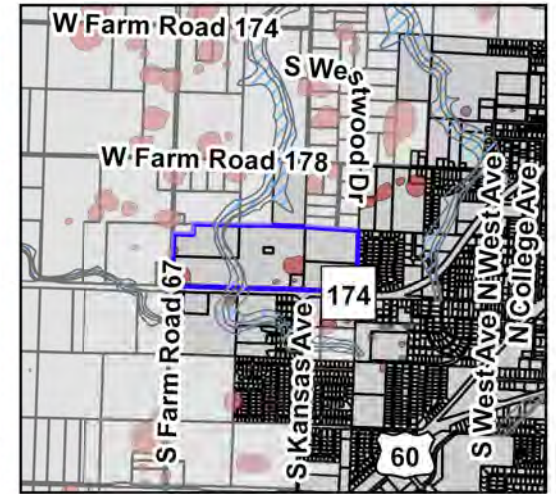
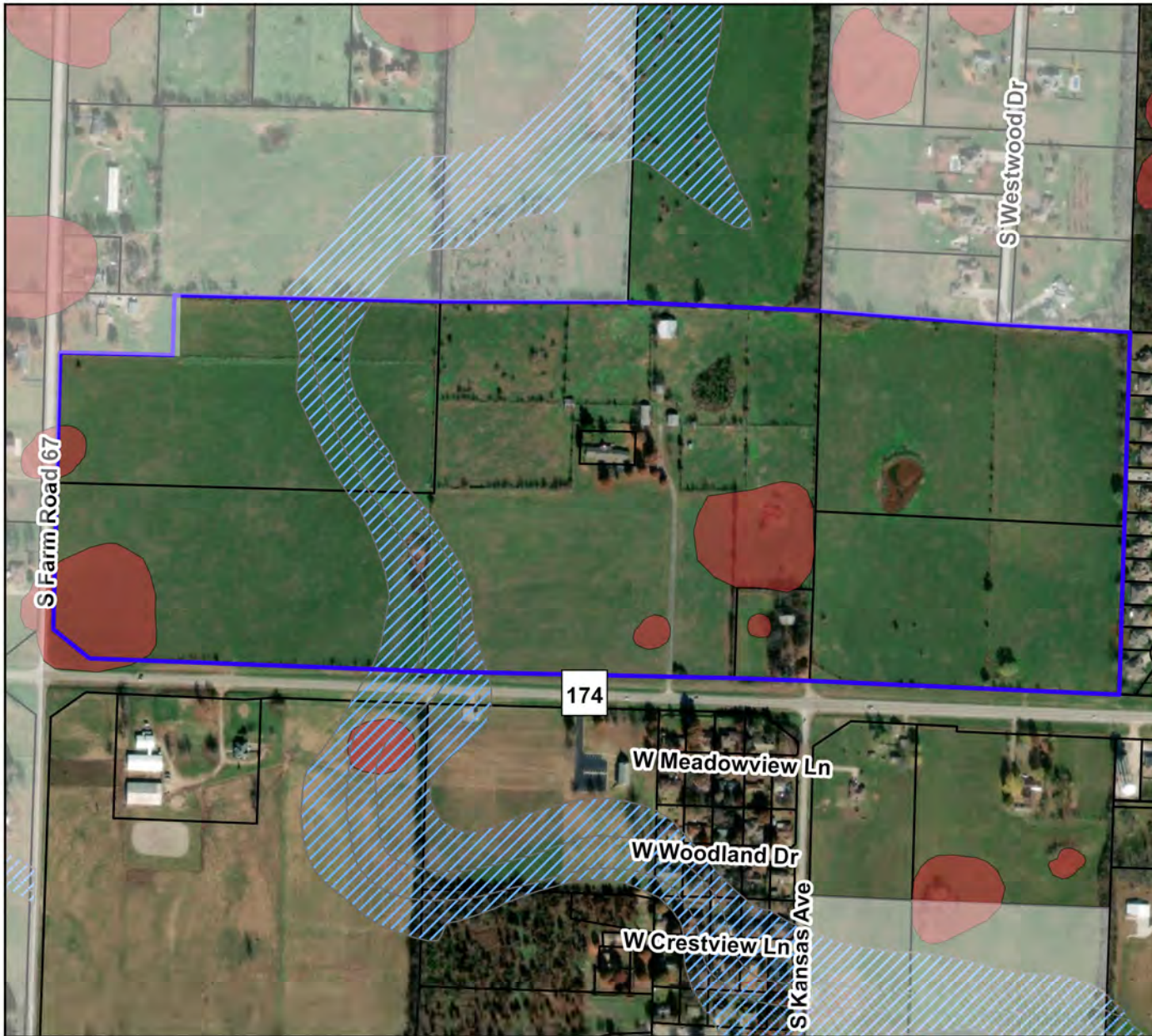
The construction and final platting of the first phase shall be completed within two (2) years of the date of approval of the development plan. If the first phase has been constructed and a final plat issued, subsequent phases may be submitted covering portions of the approved development plan; provided, however, that all phases of the development plan and final platting must be completed within eight (8) years of the date of approval of the development plan. If the development plan and final platting have not been completed within the timeline set in this Section, then the development plan shall be resubmitted to the City for extension and approval in accordance with the provisions of Section 410.150 hereof. If an extension and approval is not

granted, the original development plan approval shall be null and void. It shall not be the responsibility of the City to notify the applicant of an expired development plan.

PDD 22-004: Prairie Ridge

Item 5.

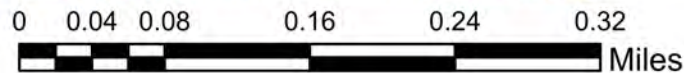
Vicinity Map



Legend

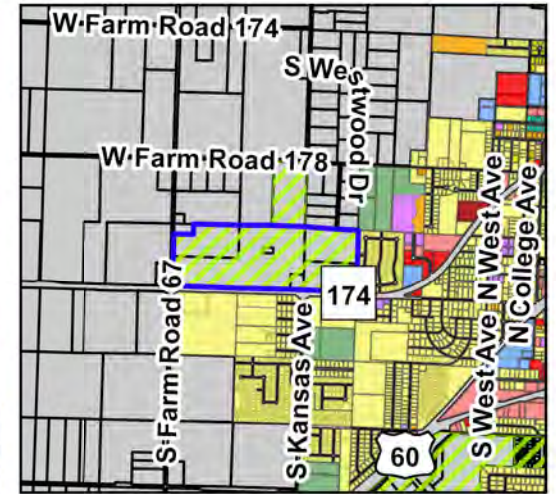
-  Prairie Ridge PDD
-  Parcels
-  Sinkhole
-  Floodplain

Owner: Republic Land Holdings LLC
Area: 100.64
Existing Zoning: Sandstone PDD
Requested Zoning: Prairie Ridge PDD



PDD 22-004: Prairie Ridge

Zoning Map



Legend

Prairie Ridge PDD

Parcels

Zoning

AG Agricultural

C-1 Commercial

C-2 General Commercial

C-3 General Commercial

M-1 Light Manufacturing

M-2 Heavy Manufacturing

PDD Planned Development

R1-L Single Family Low Density

R1-M Single Family Medium Density

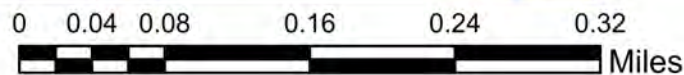
R1-H Single Family High Density

R1-Z Zero Lot Line Residential

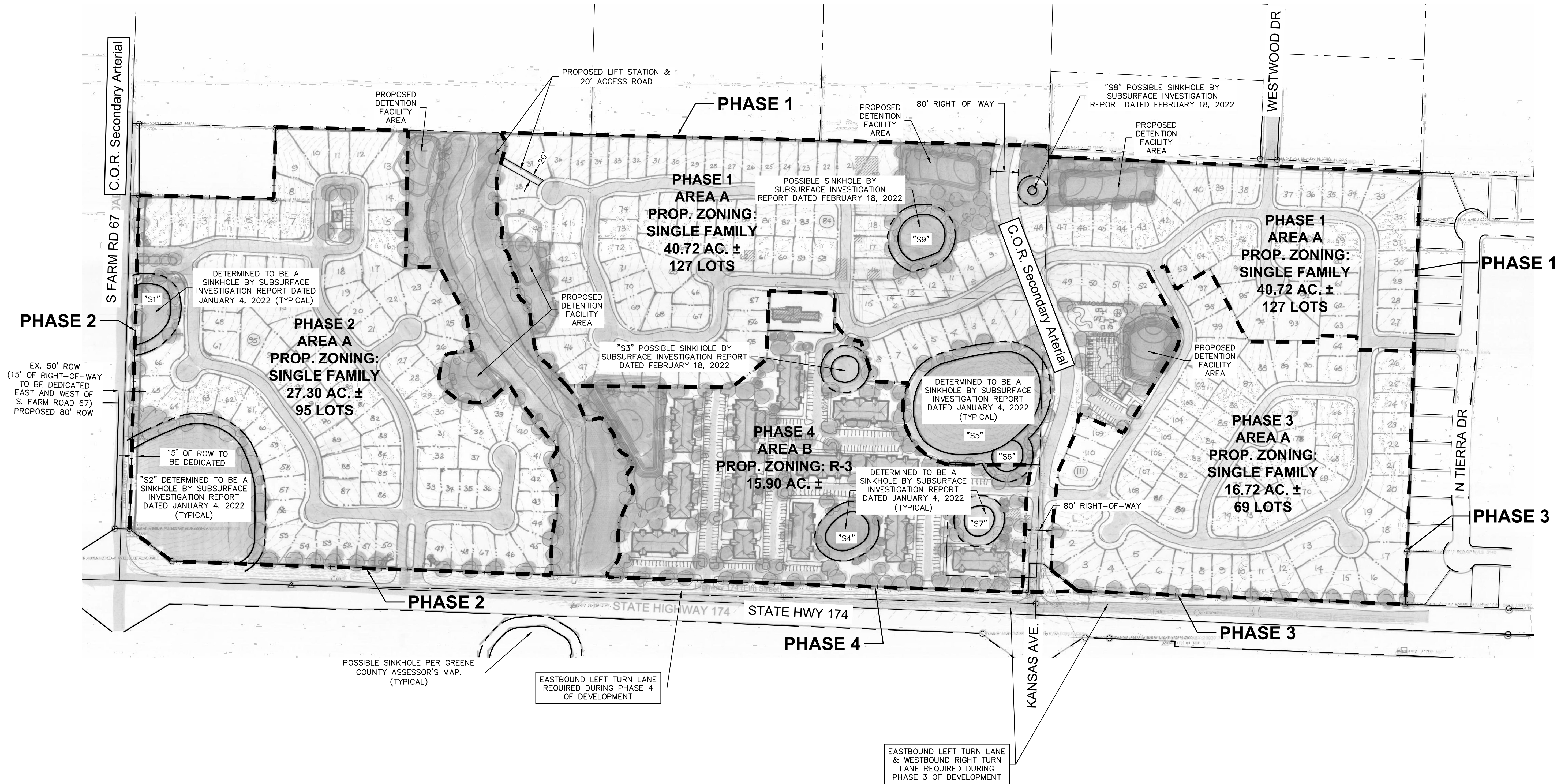
R-2 Two-family Residential

R-3 Multi-family Residential

Owner: Republic Land Holdings LLC
 Area: 100.64
 Existing Zoning: Sandstone PDD
 Requested Zoning: Prairie Ridge PDD



DWG: \\osad.eserveonline.com\lts-mst\projects\2021\02001-02500\021-02062\0-Design\Exhibits\2022\04-19-CONCEPT\0-2022\04-19-CONCEPT_C.dwg
 DATE: May 05, 2022 1:17pm
 USER: kschwalm
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 V_XBNDY_02102062



LEGEND

--- PHASING BOUNDARY
 C.O.R. = CITY OF REPUBLIC
 "S#" = SINKHOLE #

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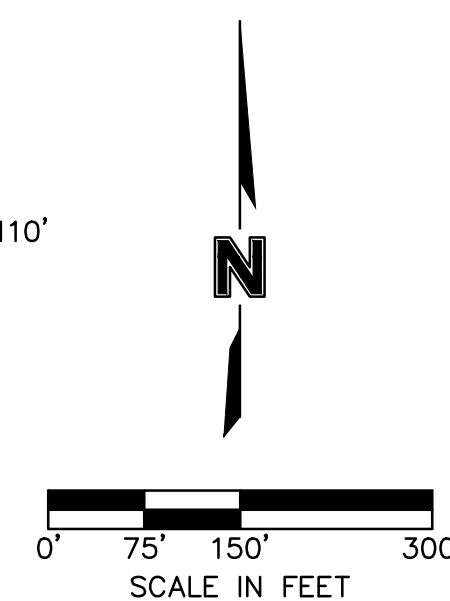
SINKHOLE NOTE:
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PHASING SUMMARY:
 PHASE 1: 127 SINGLE FAMILY LOTS
 PHASE 2: 95 SINGLE FAMILY LOTS
 PHASE 3: 69 SINGLE FAMILY LOTS
 PHASE 4: 300 MULTI-FAMILY UNITS

SINGLE FAMILY DENSITY REGULATIONS:
 AREA A (SINGLE FAMILY): 291 TOTAL UNITS; MIN. LOT SIZE 55' X 110'
 7.2 DWELLING UNITS PER ACRE

SETBACK REQUIREMENTS PER LOT:
 FRONT YARD = 20 FEET
 REAR YARD = 25 FEET
 SIDE YARD (STREET) = 15 FEET
 SIDE YARD (INTERIOR) = 5 FEET

MULTI-FAMILY DENSITY REGULATIONS:
 AREA B (MULTI-FAMILY): 19 DWELLING UNITS PER ACRE



PRAIRIE RIDGE - REZONING EXHIBIT
 PRAIRIE RIDGE
 STATE HWY 174 & S FARM ROAD 67
 REPUBLIC, MO

drawn by: CRW
 checked by: RGH
 approved by: RGH
 QA/QC by: RGH
 project no.: 021-02062
 drawing no.:
 date: 04.11.2022

REV. NO.	DATE	REVISIONS DESCRIPTION

NO.	DATE	DESCR.

2022

REVISIONS

REVISIONS

REVISIONS

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REVISIONS

Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

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

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

Statement of Relevant Facts Found:

100.64 acres on 174 PDD to PDD Covariance + Architectural restrictions
~16 acres Multifamily
~85 acres Single Family
Compatible w/ surrounding land use + utilities
New light station required
Staff recommends approval

6000 sqft min lots SW retention adequate for off flow No alternate easements

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

Commissioner Name: Commissioner Signature: Date:

Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

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

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

Statement of Relevant Facts Found:

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

Commissioner Name:
 Commissioner Signature:
 Date:

Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

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

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

Statement of Relevant Facts Found:

~583 housing units
 * SIMILAR TO WILSON VALLEY NEIGHBORHOOD
 * R3 PLACED IN MIDDLE FOR BUFFER
 * MIN LOT SIZE - 6000 sqft
 * ARTERIAL ROADS - NO DRIVEWAYS CONNECTED
 * STUDY ON TRAFFIC w/ TURN LANES
 * SWIMMING POOL / GYM / COURTS
 * PREVIOUSLY INCLUDED COMMERCIAL - CHANGED
 * COVENANTS / RESTRICTIONS

* WESTWOOD SUBDIVISION (COUNTY)

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

Commissioner Name: Commissioner Signature: Date:

Findings of Fact

Date of Hearing:

Time:

Type of Application:

06/13/2022

6:00

Planned Development District

Name of Applicant:

Location:

Prairie Ridge PDD (PDD 22-004)

City Council Chambers

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

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

Statement of Relevant Facts Found:

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

Approval Denial

Commissioner Name:

Commissioner Signature:

Date:

Michael Mann

[Signature]

06/13/2022



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-40 An Ordinance of the City Council Authorizing Execution of an Agreement with the Missouri Highways and Transportation Commission for Sidewalk Improvements to Ensure Compliance with ADA Standards Under MoDOT Project No. J8S3200.

Submitted By: Garrett Brickner, Engineering Manager

Date: July 19, 2022

Issue Statement

To authorize the execution of an agreement with the with the Missouri Highways and Transportation Commission to provide for sidewalk improvements to meet ADA standards as described under MoDOT Project No. J8S3200.

Discussion and/or Analysis

MoDOT will be making improvements within the City limits of Republic and on Right-of-Way owned by the City. The improvements will take place at pedestrian crossings and/or sidewalk additions on Main Avenue (Route P) from Miller Road to Grace Street. This agreement will allow MoDOT to work on City of Republic Right-of-Way in order to make the improvements.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR SIDEWALK IMPROVEMENTS TO ENSURE COMPLIANCE WITH ADA STANDARDS UNDER MODOT PROJECT NO. J8S3200

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

WHEREAS, the Missouri Highways and Transportation Commission (“MoDOT”) has proposed a Missouri Highways and Transportation Municipal Agreement (“Municipal Agreement”) with the City to provide for sidewalk improvements to meet ADA (“Americans with Disabilities Act”) standards, as detailed in MoDOT Project No. J8S3200; and

WHEREAS, the sidewalk improvements will be made to various pedestrian crossings on Main Avenue (Route P) between Miller Road and Grace Street; and

WHEREAS, the Municipal Agreement is necessary to allow MoDOT to work on City right-of-way in making the improvements; and

WHEREAS, the Council finds the Municipal Agreement will help the City to ensure compliance with ADA standards on its sidewalks, and is in the best interests of the City.

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

- Section 1:** The City Administrator, or his/her designee, on behalf of the City, is authorized to execute a Municipal Agreement with the Missouri Highways and Transportation Commission to provide for sidewalk improvements to meet ADA standards.
- Section 2:** The City Administrator, or his/her designee, on behalf of the City, is authorized to take the other, additional necessary steps to execute this Ordinance.
- Section 3:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 4:** The provisions of this Ordinance are severable, and if any provisions hereof are declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 5:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

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

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

CCO Form: DE11
Approved: 04/93 (CEH)
Revised: 12/21 (BDG)
Modified:

Municipal Agreement
Route: P
County: Greene
Job No.: J8S3200

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

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

WITNESSETH:

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

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route P, Greene County, Job No. J8S3200 shall consist of improving sidewalk to meet ADA standards.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located at pedestrian crossings and/or sidewalk additions on Main Avenue (Route P) from Miller Road to Grace Street.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J8S3200.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of

the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire at its expense, at no cost or expense to the City, any necessary right-of-way required for the construction of the improvement.

(9) UTILITY RELOCATION:

(A) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(B) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's District Engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(C) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(D) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-

way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District Engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING: The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No street lighting system shall be installed or maintained by or for the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: The Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon

the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(16) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(17) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (16) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(18) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(19) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount

of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(20) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(21) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(22) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(23) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,500,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(24) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(25) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(26) CITY REPRESENTATIVE: The City's Mayor is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(27) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal delivery, addressed as follows:

- (A) To the City:
City of Republic
Mayor Matt Russell
213 N. Main Avenue
Republic, MO 65738
- (B) To the Commission:
Southwest District Engineer: Steve Campbell
3025 E. Kearney St.
Springfield, MO 65803

or to such other place as the parties may designate in accordance with this Agreement.

(28) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(29) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(30) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(31) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(32) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(33) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this 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 on _____(Date).

Executed by the Commission on _____(Date).

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

CITY OF REPUBLIC

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____
Title: city clerk

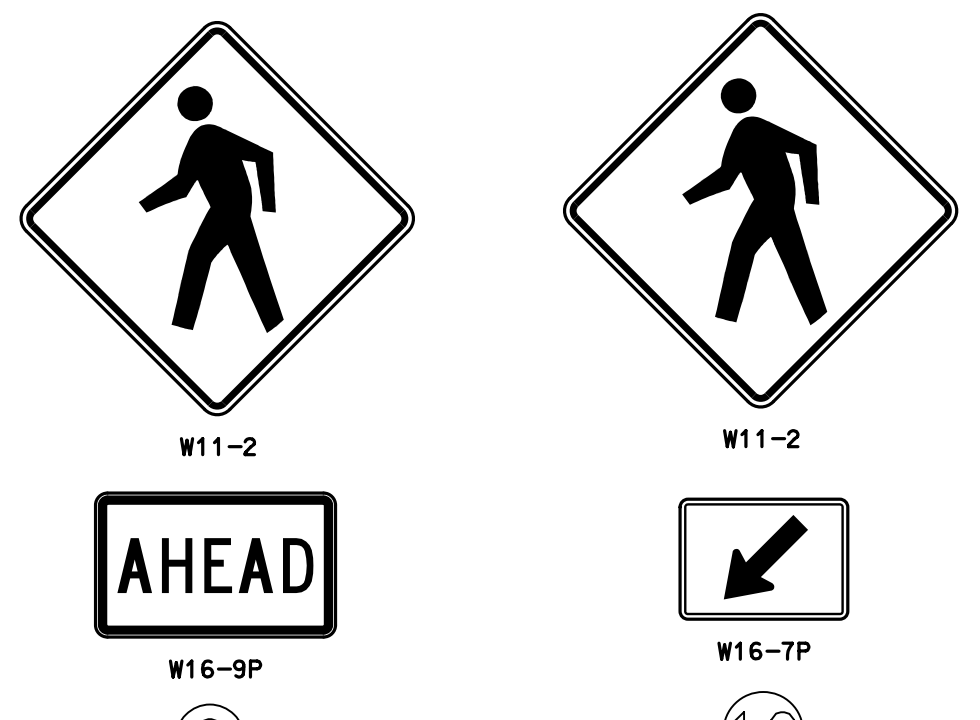
APPROVED AS TO FORM:

APPROVED AS TO FORM:

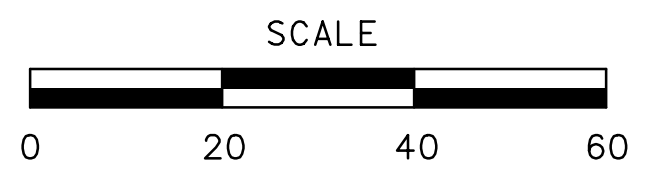
Commission Counsel

By: _____
Title: _____

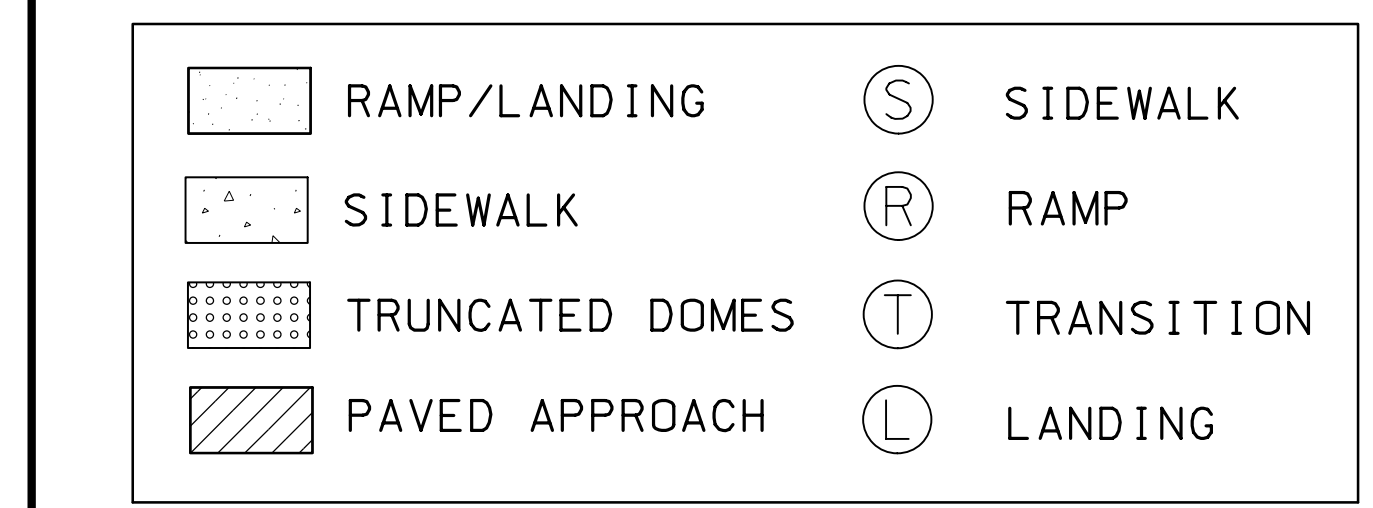
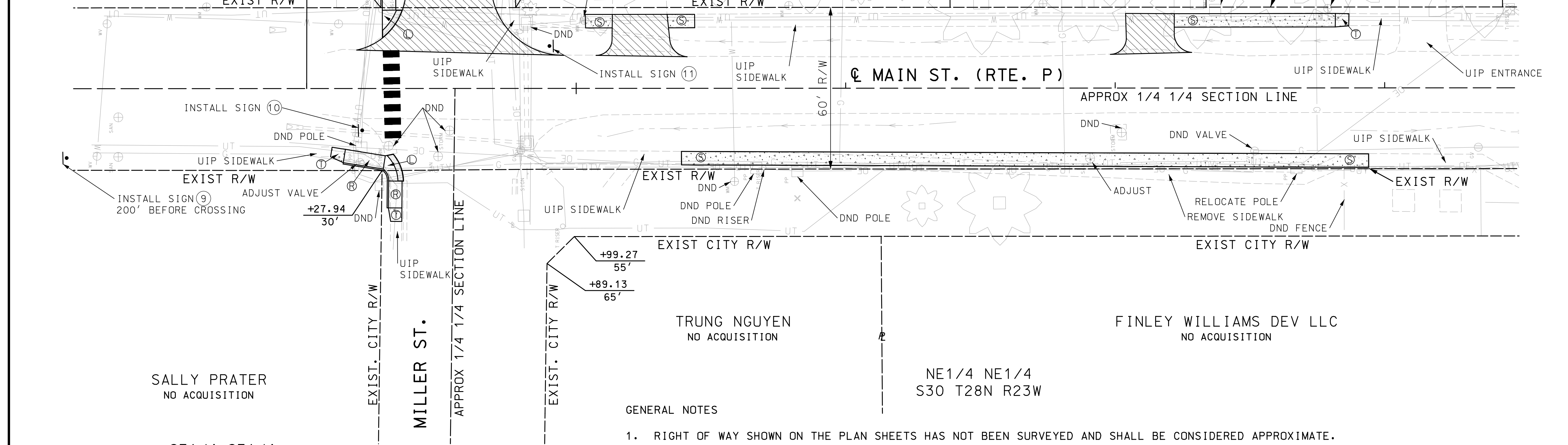
Ordinance Number _____



INSTALL NEW STA. 27+21
 INSTALL NEW STA. 29+21



SW1/4 SW1/4 S20 T28N R23W
 NANCY FORBIS
 NO ACQUISITION
 BEGIN PROJECT AT STA. 29+00.00
 CENTERLINE FEDERAL IMPROVEMENT
 BEGINS AT A POINT LOCATED 23.65'
 NORTH AND 2648.62' WEST OF NE
 CORNER OF THE NW SECTION 30 R23W
 T28N AS PER CORNER
 DOC. NO. 600-68300



GENERAL NOTES

- RIGHT OF WAY SHOWN ON THE PLAN SHEETS HAS NOT BEEN SURVEYED AND SHALL BE CONSIDERED APPROXIMATE.
- RIGHT OF WAY LIMITS FOR THIS PROJECT EXTEND FROM STA. 29+00.00 TO STA. 57+00.00 ROUTE P, A DISTANCE OF 0.530 MILES.
- ANY WORK INDICATED ON THE PLANS THAT EXTENDS BEYOND THE PROJECT LIMITS IS CONSIDERED INCIDENTAL TO AND A PART OF THE CONSTRUCTION OF THIS PROJECT.
- ALL UTILITIES SHALL NOT BE DISTURBED DURING CONSTRUCTION UNLESS OTHERWISE NOTED ON THE PLANS.
- ALL SIDEWALK AND RAMPS SHALL BE CONSTRUCTED 5 FEET WIDE UNLESS OTHERWISE NOTED IN THE PLANS.
- ALL BEARINGS ARE BASED ON STATE PLANE BEARINGS, WEST ZONE.
- THE APPROXIMATE LOCATION OF PROPERTY LINES AS SHOWN ON THE PLANS ARE BASED ON THE BEST INFORMATION AVAILABLE TO THE COMMISSION AT THIS TIME. THIS INFORMATION IS PROVIDED BY THE COMMISSION "AS-IS" AND THE COMMISSION EXPRESSLY DISCLAIMS AND REPRESENTATION OF WARRANTY AS TO THE COMPLETENESS, ACCURACY, OR SUITABILITY OF THE INFORMATION FOR ANY USE.

EXHIBIT A
1 OF 4

PLAN SHEET
 7 OF 10

Preliminary
 Plans -
 NOT FOR
 CONSTRUCTION

DATE PREPARED
 3/30/2022

ROUTE STATE
 174.P MO

DISTRICT SHEET NO.
 SW 10

COUNTY
 GREENE

JOB NO.
 J8S3200

CONTRACT ID.

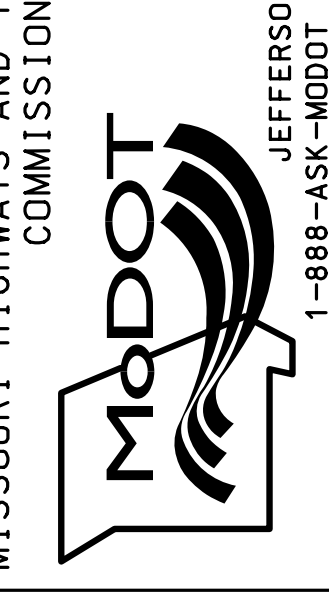
PROJECT NO.

BRIDGE NO.

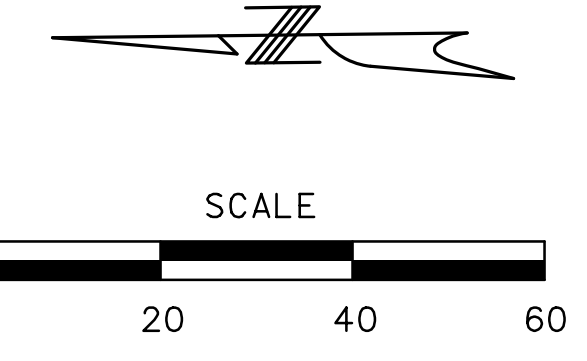
DESCRIPTION

DATE

MISSOURI HIGHWAYS AND TRANSPORTATION
 COMMISSION



IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.



Preliminary Plans - NOT FOR CONSTRUCTION

DATE PREPARED 3/30/2022

ROUTE 174.P STATE MO DISTRICT SW SHEET NO. 11

COUNTY GREENE JOB NO. J8S3200 CONTRACT ID.

PROJECT NO. BRIDGE NO.

DATE	DESCRIPTION

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MoDOT
105 WEST CAPITOL JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

Bartlett & West
1719 SOUTHRIDGE DR. SUITE 100 - JEFFERSON CITY, MO 65109-4000
PHONE 873-534-5181
CERTIFICATE OF AUTHORITY NO. 000707, ENGINEERING
WWW.BARTLETTWEST.COM

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

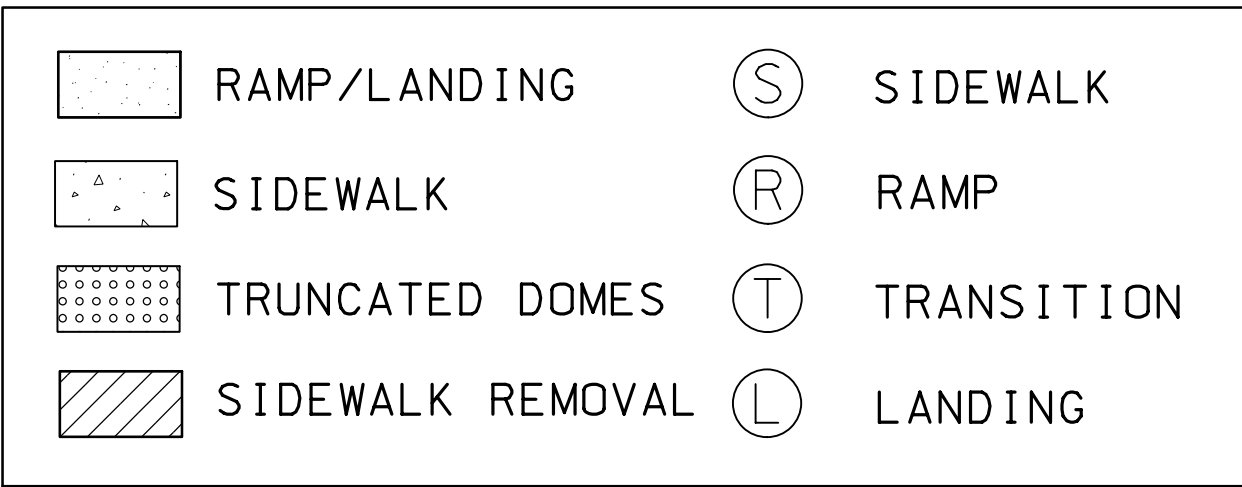
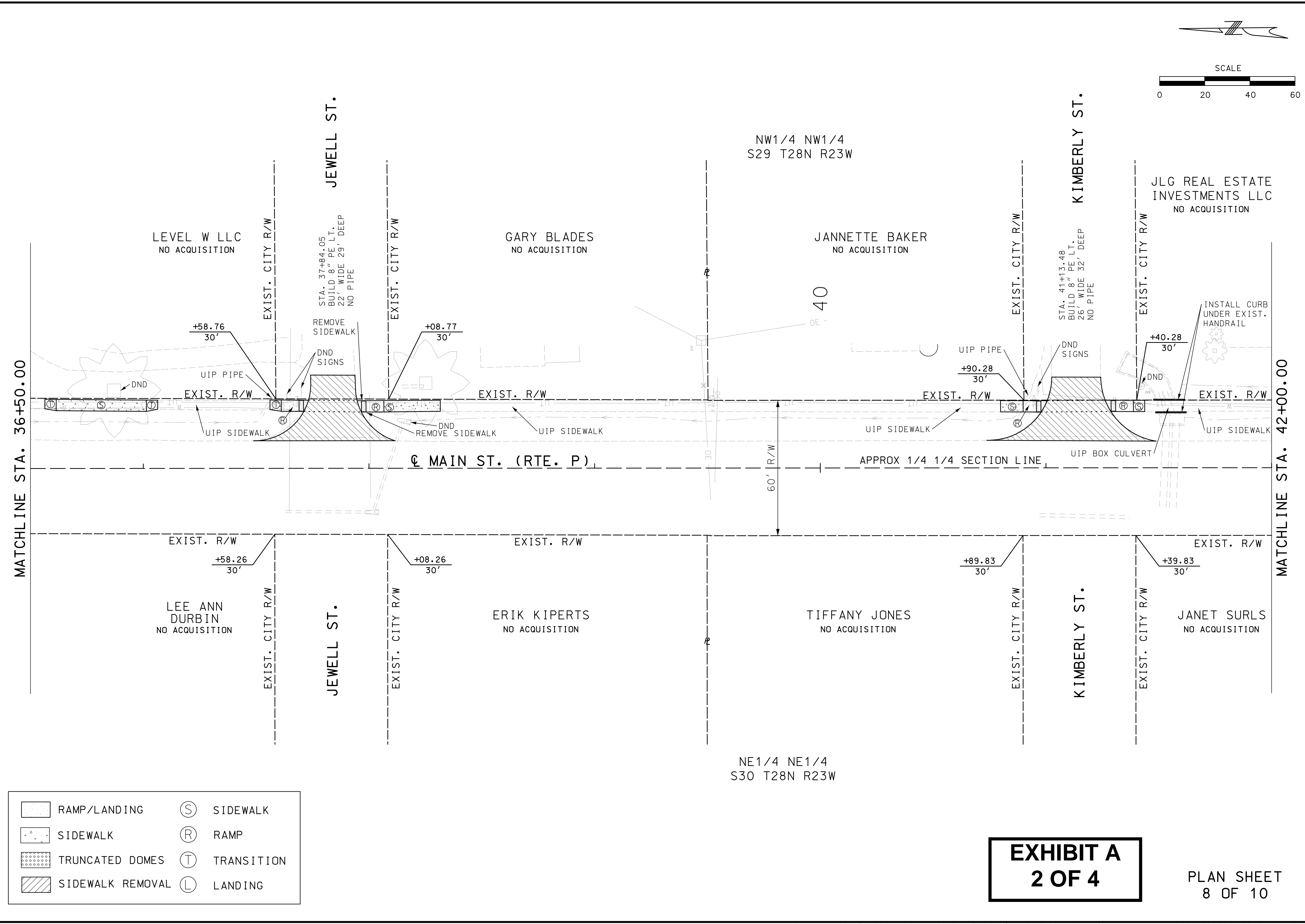
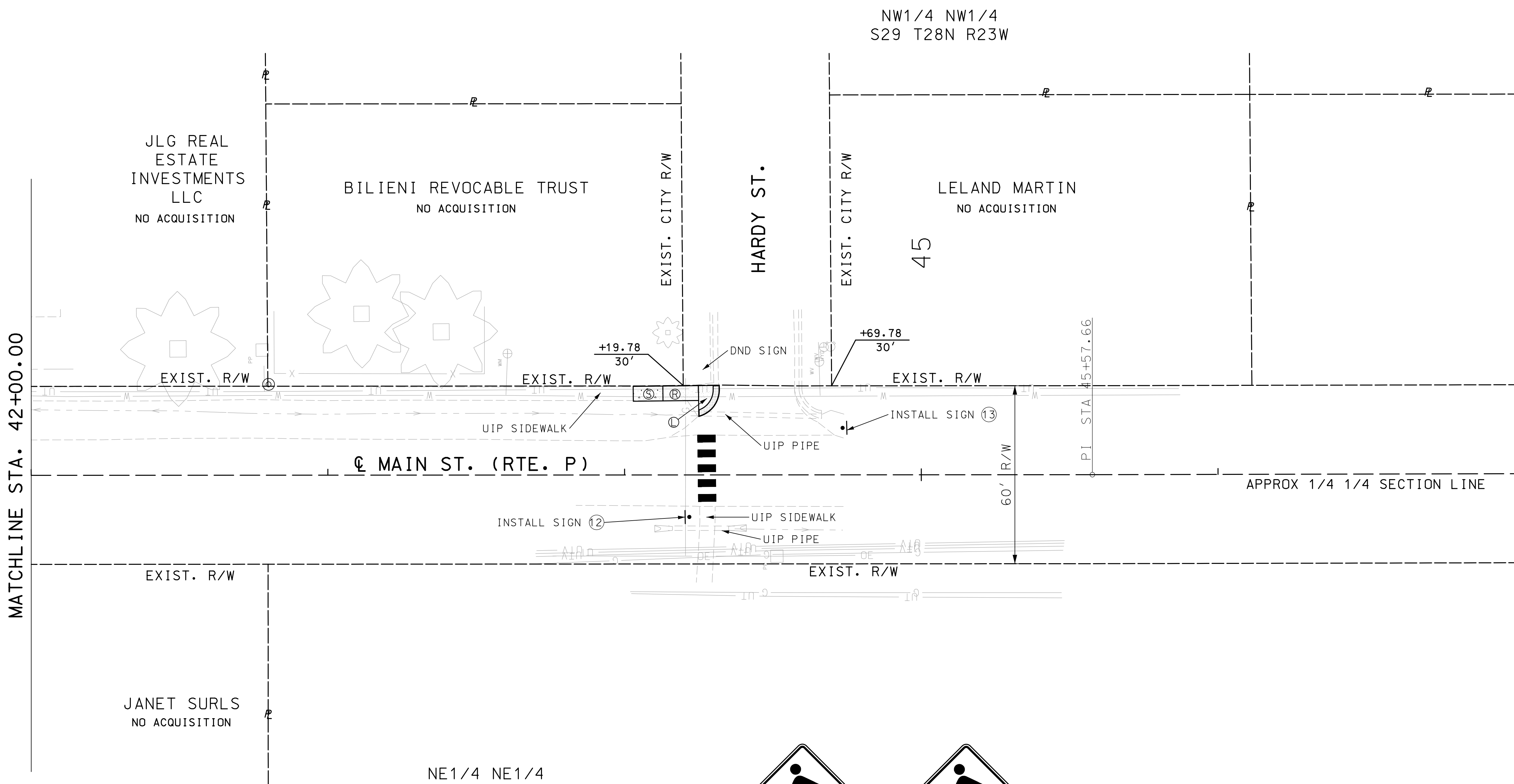
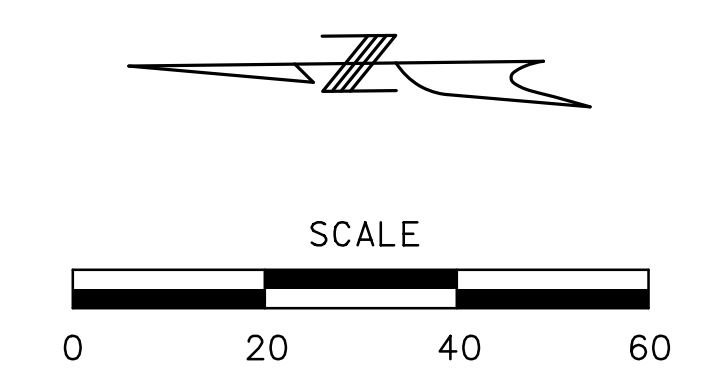


EXHIBIT A
2 OF 4

PLAN SHEET
8 OF 10



	RAMP/LANDING		SIDEWALK
	SIDEWALK		RAMP
	TRUNCATED DOMES		TRANSITION
	PAVED APPROACH		LANDING

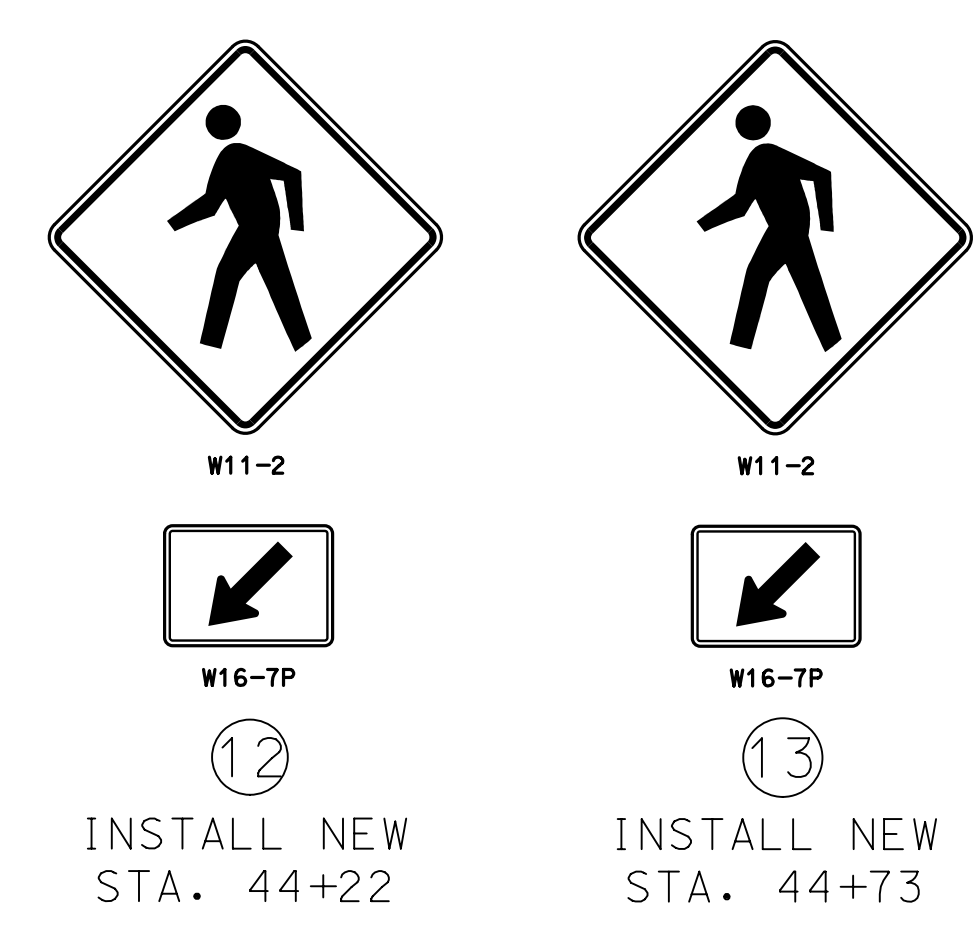


EXHIBIT A
3 OF 4

PLAN SHEET
9 OF 10

Preliminary
Plans -
NOT FOR
CONSTRUCTION

DATE PREPARED 3/30/2022	
ROUTE 174.P	STATE MO
DISTRICT SW	SHEET NO. 12
COUNTY GREENE	
JOB NO. J8S3200	
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	

DATE	DESCRIPTION

MISSOURI HIGHWAYS AND TRANSPORTATION
COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

Bartlett & West

1719 SOUTHBRIDGE DR. SUITE 100 - JEFFERSON CITY, MO 65109-4000
PHONE 873-634-5181
CERTIFICATE OF AUTHORITY NO. 000707, ENGINEERING
WWW.BARTLETTWEST.COM

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

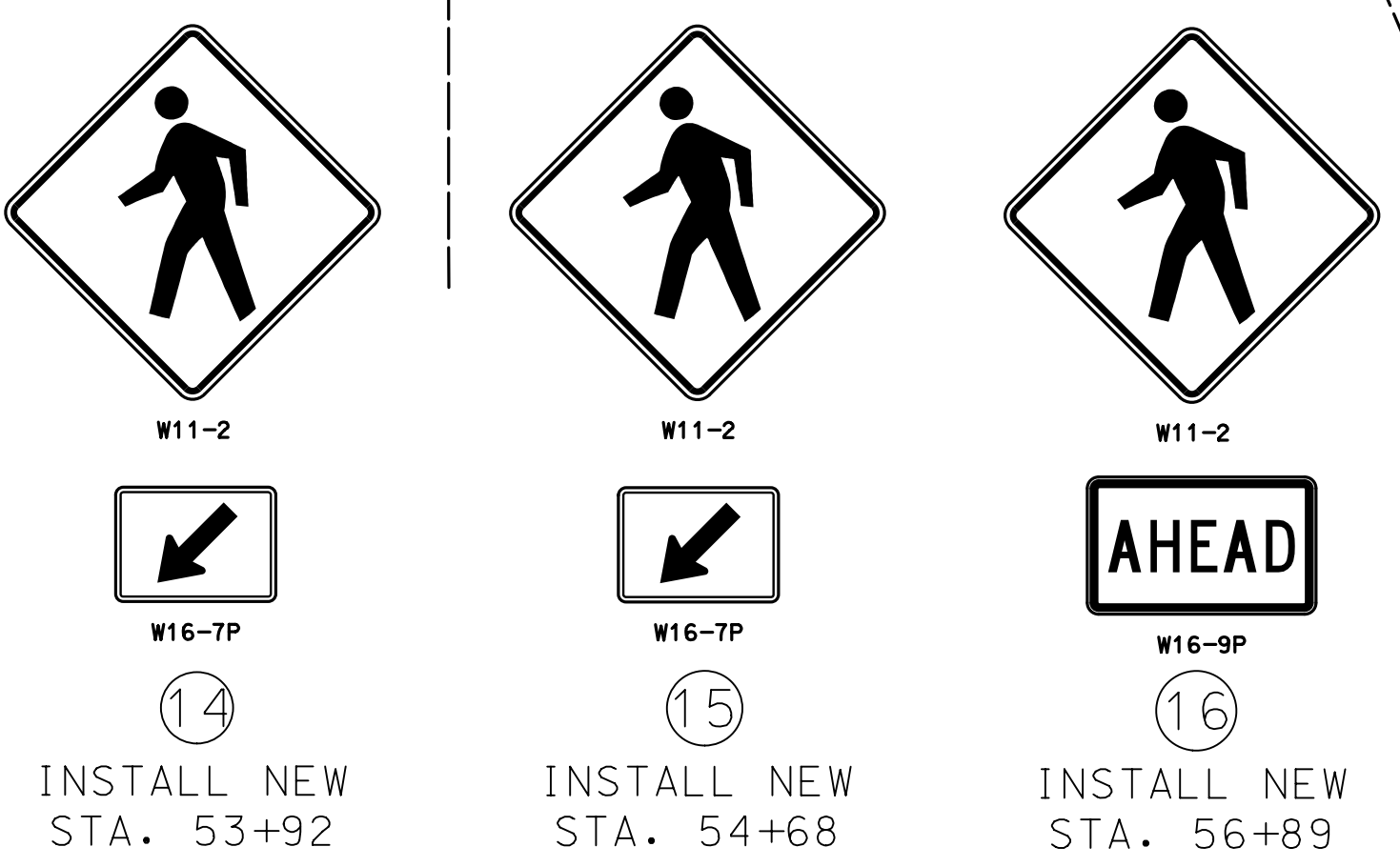
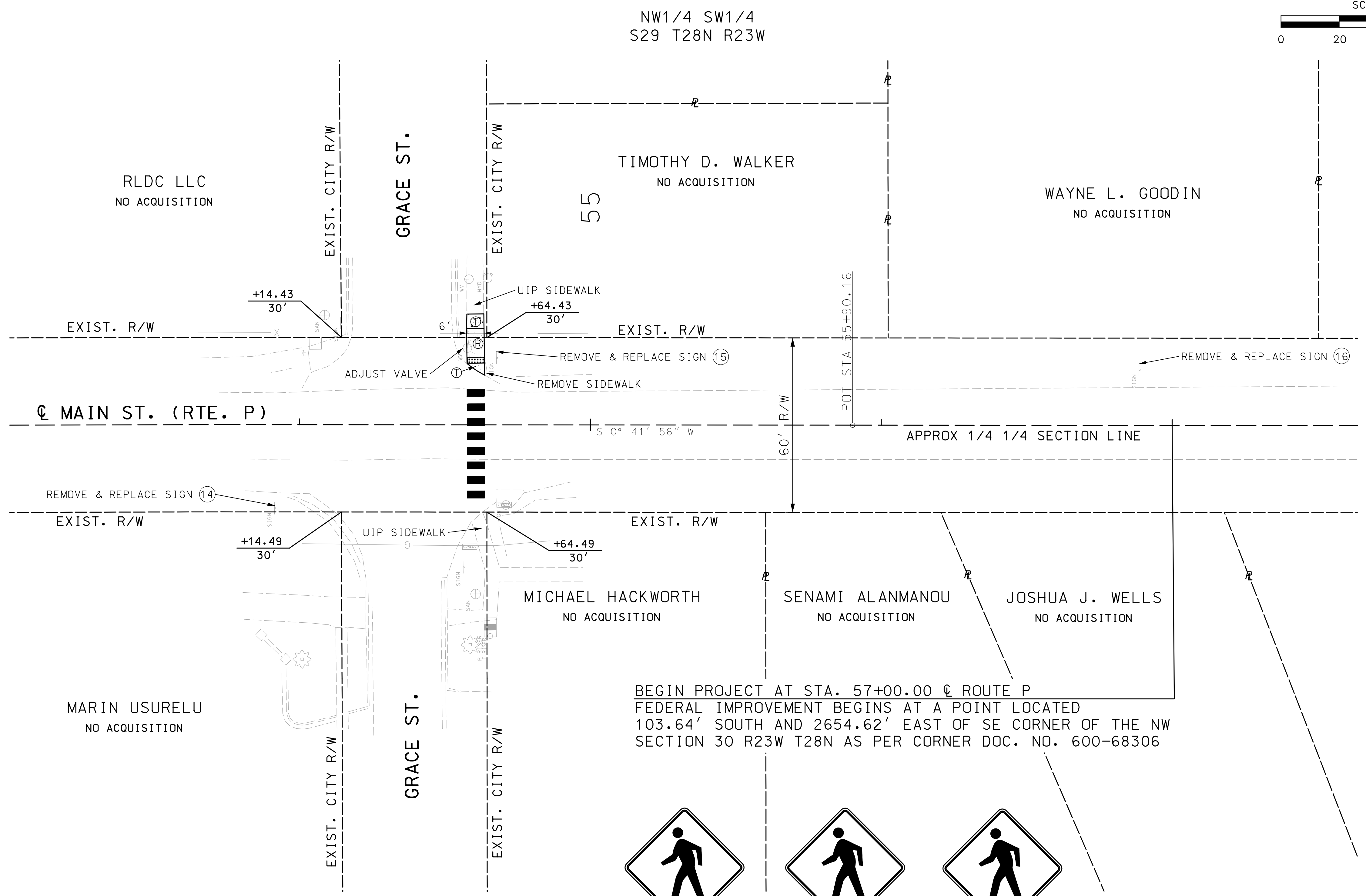
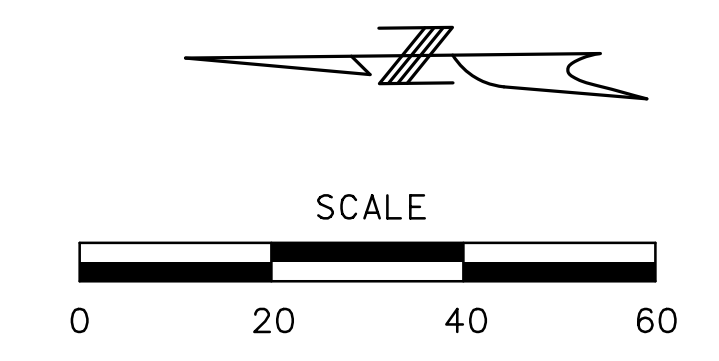


EXHIBIT A
4 OF 4

PLAN SHEET
10 OF 10

	RAMP/LANDING		SIDEWALK
	SIDEWALK		RAMP
	TRUNCATED DOMES		TRANSITION
	PAVED APPROACH		LANDING

Preliminary Plans - NOT FOR CONSTRUCTION	
DATE PREPARED 3/30/2022	
ROUTE 174.P	STATE MO
DISTRICT SW	SHEET NO. 13
COUNTY GREENE	
JOB NO. J8S3200	
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	
DESCRIPTION	
DATE	
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	
 105 WEST CAPITOL JEFFERSON CITY, MO 65102 1-888-ASK-MODOT (1-888-275-6636)	

Bartlett & West
1719 SOUTHRIDGE DR. SUITE 100 - JEFFERSON CITY, MO 65109-4000
PHONE 873-534-5181
CERTIFICATE OF AUTHORITY NO. 000707, ENGINEERING
WWW.BARTLETTWEST.COM

CITY OF REPUBLIC
ORDINANCE NO. _____
BILL NO. _____

JOB NO. J8S3200
AGREEMENT NO. 2022-05-70335
AWARD YEAR: 2022
STATE AGENCY: Missouri Highway and Transportation Commission

An Ordinance to authorize the Mayor to execute an agreement between the City of Republic and the Missouri Highway and Transportation Commission providing for sidewalk improvements to meet ADA standards as described under Project No. J8S3200.

Be it ordained by the Board of Aldermen of Republic as follows:

Section 1. That the Mayor is hereby authorized to execute on behalf of the City of Republic an agreement with the Missouri Highway and Transportation Commission providing for sidewalk improvements to meet ADA standards as described under Project No. J8S3200.

Section 2. That all ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

Section 3. This ordinance shall take effect and be in full force and effect immediately after passage by the Board of Aldermen and approval by the Mayor.

Read twice by title after proper posting in accordance with the provisions of Section 79.130, RSMo. (1988) and passed by the Board of Aldermen of the City of Republic, this ____ day of _____, 2022.

Matt Russell, Mayor

ATTEST:

Laura Burbridge, City Clerk

APPROVED by the Mayor of the City of Republic, Missouri, this _____
day of _____, 2022.

Matt Russell, Mayor

ATTEST:

Laura Burbridge, City Clerk

Certificate Of Completion

Envelope Id: 0C26D5B84D664E5FAA8FE6E8D00746EA	Status: Sent
Subject: Please DocuSign: 2022-05-70335.pdf	
Source Envelope:	
Document Pages: 14	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Warner Sherman
Time Zone: (UTC-06:00) Central Time (US & Canada)	1860 Michael Faraday Drive
	Suite 100
	Reston, VA 20190
	warner.sherman@modot.mo.gov
	IP Address: 168.166.80.221

Record Tracking

Status: Original	Holder: Warner Sherman	Location: DocuSign
6/1/2022 8:00:27 AM	warner.sherman@modot.mo.gov	

Signer Events

	Signature	Timestamp
<p>Laura Burbridge lburbridge@republicmo.com City Clerk Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Accepted: 6/1/2022 8:08:22 AM ID: 5dee4db6-86f8-4871-a616-a7932415f4a2</p>		<p>Sent: 6/1/2022 8:05:53 AM Viewed: 6/1/2022 8:08:22 AM</p>
<p>Matt Russell mrussell@republicmo.com Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/31/2022 5:46:45 PM ID: ca2cc96b-b686-4414-86e1-182c738010ae</p>		
<p>Bryce D. Gamblin Bryce.Gamblin@modot.mo.gov Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Eric E. Schroeter Eric.Schroeter@modot.mo.gov Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Pamela J. Harlan pamela.harlan@modot.mo.gov Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/22/2021 11:42:38 AM ID: 2c664348-0ef1-42bb-97b6-7b0938b1e411</p>		

In Person Signer Events

Editor Delivery Events

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Dana L. Kaiser
Dana.Kaiser@modot.mo.gov
Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jennifer Jorgensen
jennifer.jorgensen@modot.mo.gov
Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/1/2022 8:05:53 AM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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**Missouri Highways and Transportation Commission
DocuSign, Inc. Express Electronic Signature Agreement**

The Missouri Highways and Transportation Commission (hereinafter, Commission), acting by and through the Missouri Department of Transportation (MoDOT) is willing to provide to the Authorized Representative of the Contractor/Vendor/Consultant (Entity) who is duly authorized to act on behalf of said Entity (hereinafter you or I) and accept from you your electronically affixed authorized signature and seal, as required to validate a binding agreement between the Commission and the Entity, on all Commission/MoDOT documents, including but not limited to disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and the like, (hereinafter, Commission Documents) that are processed, generated, and exchanged by and between the Commission and you, acting on behalf of the Entity, electronically through the utilization of the DocuSign, Inc. Express (DocuSign) eSignature Application. In consideration of mutual covenants, you agree as follows:

- 1) You are the person duly authorized and designated by the Entity to receive, access and agree to the terms of this agreement on behalf of the Entity by clicking the Agree button below.
- 2) You have the authority to specifically consent and agree that the Commission, in its discretion, provide all disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and all other evidence of the transaction between the Commission and the Entity electronically (hereinafter all such documentation is referred to as electronic record(s)).
- 3) The email address, User ID and password authorized to access the electronic agreement via DocuSign are your own and are not shared with any other person.
- 4) All of the required notices and disclosures will be sent to the email address authorized through DocuSign.
- 5) You are duly authorized to receive electronically through DocuSign, access and act upon all electronic records, to provide all required information and electronically affix your signature and seal, as applicable, on behalf of the Entity named in such Commission Documents via DocuSign,.
- 6) The system through which you are accessing DocuSign and its eSignature Application meets the minimum requirements to access DocuSign, view, receive, retrieve, download, print, store, send and transmit all electronic records and any and all other communications sent to you from the Commission through the DocuSign web site.
- 7) All communications in electronic format from the Commission to you through DocuSign are considered in-writing. You have the ability to download and print any documents processed through DocuSign for 30 calendar days after such documents are first sent, as long as you are an authorized user of the DocuSign system. After such time, you may request copies by contacting the Commission through the Secretary to the Commission at mhtc@modot.mo.gov or by telephone at 573-751-2824. You shall print or download for your records a copy of any communication that is important to you to retain.
- 8) You have implemented appropriate security measures to ensure that only you have access through DocuSign to receive, access and electronically affix signatures to electronic records, as applicable, Commission/MoDOT sends to you through DocuSign. It is your sole responsibility to ensure your adequate protection, confidentiality and secrecy of the DocuSign Authentication Code, and any other user ID and/or Password combinations that may be required for you to access the DocuSign eSignature services and any disclosure thereof to any other person or

communication thereof through unsecure medium, such as traditional electronic mail, shall be entirely at your risk. You shall be liable for any unauthorized usage of your ID/Password combination and the DocuSign Authentication Code.

9) You agree and authorize the Commission to respond to and act upon any and all transactions initiated and transmitted by you electronically through DocuSign. Any transaction initiated and transmitted by you to the Commission through DocuSign and its eSignature application shall be deemed to have been authorized by you, and the Commission is entitled to assume that the said transactions are so authorized by you and the Commission shall be protected upon acting thereon.

10) You shall be fully liable to the Commission for every transaction entered into using a valid DocuSign Authentication Code sent to you through certified mail, telephone call or Short Message Service (SMS) text, with or without your knowledge. In no event will the Commission be liable to you for any special, direct, indirect, consequential or incidental loss or damages even if you have advised the Commission/MoDOT of such possibility. The Commission shall not be liable for any misuse, if any, of any data placed on the internet by third parties hacking or accessing the application and hosting server without authorization.

11) The Entity shall take responsibility for all the transactions with the Commission conducted electronically through DocuSign and will abide by the record of the transactions generated by DocuSign or by the Commission/MoDOT through DocuSign. Further such record of transactions shall be conclusive proof and binding for all purposes and may be used as conclusive evidence in any proceedings. All records of the Commission and DocuSign, whether in electronic form, magnetic medium, documents or any other form, with respect to electronic transactions sent or received through use of DocuSign shall be conclusive evidence of such transactions and shall be binding on the Entity.

12) The Commission/MoDOT shall not be liable for any loss or damage whatsoever caused, arising directly or indirectly, in connection with the services and /or this Agreement, including without limitation any: (A) Loss of data; and (B) Interruption or stoppages to your access to DocuSign and its eSignature application and/or processing of electronic transactions due to any operational or technical difficulties/reason beyond our control for any other reason. The Commission, along with its members, employees, agents, executors, successors and assigns shall not be liable for any damages or claims or injuries arising out of or in connection with the use of DocuSign and its eSignature application or its non-use including non-availability or failure of performance, loss or corruption of data, loss of or damage to property (including profit and goodwill), work stoppage, computer failure or malfunctioning or interruption of business, error, omission, deletion, defect, delay in operation or transmission, communication line failure or for any failure to act upon electronic transaction for any cause.

13) You shall keep confidential all information, in whatever form, produced, prepared, observed or received by you to the extent that such information is confidential by law or otherwise required by the Commission.

14) This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Missouri. It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

15) The terms of this agreement and any amendments thereafter shall remain in full force and effect for as long as DocuSign is active, or by thirty (30) days written notification by either party

of their intent to cancel this agreement.

By checking the I Agree button, I confirm that:

1. I am the person named in the documents to which I will electronically affix my signature; that I am authorized to sign such documents on behalf of the Entity named in the documents; that I will read and know the contents of such electronically signed documents including all exhibits attached thereto, and that the statements made therein are true, and that I will not omit any information needed to make such documents true; and that I will take appropriate security measures to insure that I have sole access to the documents sent to me by the Commission and MoDOT through the email address provided on DocuSign.
2. I and the Entity shall indemnify and save harmless the Commission, its members, employees, officers, successors, assigns, agents and representatives against any and all claims, losses, damages, costs, liabilities and expense actually incurred, suffered or paid by the Commission, its members, employees, officers, successors, assigns, agents and representatives, directly or indirectly, and also against all demands, actions, suits, proceedings made, filed, instituted against the Commission, its members, employees, officers, successors, agents and representatives in connection with, or arising out of, or relating to the Commission accepting and acting or not accepting and not acting for any reason whatsoever pursuant to, in accordance with or relying upon, data received, through DocuSign and its eSignature application you or any unauthorized use of your ID/Password combination, the DocuSign Authentication Code, or the DocuSign eSignature application.
3. I agree to the DocuSign, Inc. Express (DocuSign) Electronic Signature Agreement terms and conditions outlined above.

AGENDA ITEM ANALYSIS

Project/Issue Name: 22-41 An Ordinance of the City Council Approving a Special Use Permit for KO Storage of Ozark LLC to Operate a Boat, Vehicle, and Self-Storage Facility at 909 North College Avenue.

Submitted By: Chris Tabor, Principal Planner, BUILDS Department

Date: July 19, 2022

Issue Statement

KO Storage of Ozark LLC has applied for a Special Use Permit to operate a boat, vehicle, and self-storage facility on the property located at 909 North College Avenue.

Discussion and/or Analysis

The subject property of this application is comprised of approximately 3.23 acres of land and is zoned General Commercial (C-2). The lot is currently occupied by one storage facility building (10,890 SF) with a section of vehicle storage outside in the northwest corner.

The property is surrounded by:

- General Commercial (C-2) to the North
- Light Manufacturing (M-1) to the East across College Ave
- Single-Family Medium Density Residential (R1-M) to the South
- Light Manufacturing (M-1) and the Wastewater Treatment Plant to the West across West Ave

Applicant's Special Use Permit Request

The Applicant is requesting a Special Use Permit to allow for the development and operation of a Self-Storage Facility of approximately 33,690 SF in total. At present, there is one building (10,356 SF) whose operation predates the amendment of the Special Use Ordinance's inclusion of "Boat, vehicle, and self-storage facilities..." Therefore, the existing operation is of legal nonconforming status. This Application, were it to be approved, would bring the existing use into conformity while allowing for a future new commercial application in line with the proposed development plan.

Compatibility with City's Special Use Ordinance

The City's Special Use Permit Ordinance, Section 405.670, authorizes, upon approval of the City Council, uses which are otherwise prohibited by the subject zoning district provided appropriate conditions and



safeguards which may be imposed to protect the public welfare and to conserve and protect the condition and value of property in the neighborhood. Special Use Permits are required by Section 405.670 for Boat, Vehicle, and Self-Storage Facilities.

In addition, the operator of the site will be required to have a valid business license on file with the City prior to conducting business.

Municipal Water and Sewer Service: This site currently has access to City of Republic water and sanitary sewer services. A new hydrant will be placed on the site to ensure the Fire Department can provide adequate coverage. The hydrant will be served by a fire service line connecting to the 4-inch main along West Ave. The Fire Department will be able to access the hydrant by a new gate installed on the west side of the property.

The City's Water system has the capacity to serve the site improvement.

Stormwater: A stormwater report was not required for this project.

Duration: This Special Use Permit, if approved, would remain valid until a change in use or in the configuration of the use occurred. Changes in use or configuration would void the Special Use Permit. Furthermore, the Applicant is required to abide by the various elements outlined in the submitted Site Plan as well as any additional conditions that may be placed on the permit at City Council's request. Design review of site improvements would occur during the review phase of the building permit application process.

Transportation: The subject parcel will have public access on College Ave and emergency access on West Ave. Due to the low traffic impact of storage facilities no Traffic Impact Study (TIS) was required for this project.

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

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

If the Special Use Permit is granted the Applicant will be eligible to submit an Application for a New Commercial Building Permit. The New Commercial Building Permit Application would then go through the review process to ensure conformance with the City's adopted codes – including, but not limited to, the City's Zoning Regulations, relevant Building Codes, and the Fire Code. This process includes meeting City regulations as they pertain to parking, screening or buffering, lighting, stormwater, etc.

Recommended Action

Staff considers the **proposed Special Use Permit** request for a Storage Facility in a General Commercial (C-2) Zoning District, located at 909 North College Avenue, to be **generally consistent with the City's Special Use Permit Ordinance** and **able to be adequately served by the City's transportation network and the City's municipal facilities**. The BUILDS Department's analysis **does not account for the discretionary authority of the City Council to limit the placement and number of storage facilities in the City**.



Development of the subject parcel will require adherence to the City's adopted Plans and Ordinances; the next step in the process of development of the subject parcel, upon a favorable Special Use Permit outcome, will be the development, review, and approval of a Commercial Building Permit.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING A SPECIAL USE PERMIT FOR
KO STORAGE OF OZARK LLC TO OPERATE A BOAT, VEHICLE, AND SELF-STORAGE FACILITY
AT 909 NORTH COLLEGE AVENUE**

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, KO Storage of Ozark LLC (“Applicant”) submitted an application for a Special Use Permit (“Application”) that would allow Applicant to operate a boat, vehicle, and self-storage facility on approximately 3.23 acres of real property located at 909 North College Avenue in Republic, Missouri (“the Property”); and

WHEREAS, Republic Code Section 405.670 provides the City Council may authorize certain land uses on real property that are otherwise prohibited under Republic Code, subject to conditions and/or safeguards designed to protect the public welfare and to conserve and protect the condition and value of property in the surrounding area, as deemed necessary and/or appropriate by the Council; and

WHEREAS, under Section 405.670, a special use permit is required for any individual or entity to operate a boat, vehicle, and/or self-storage facility; and

WHEREAS, the City submitted the Application to the Planning and Zoning Commission (“Commission”) and set a public hearing before the Commission for June 13, 2022; and

WHEREAS, notice of the time and date of the public hearing before the Commission was published at least fifteen (15) days in advance thereof, on May 25, 2022, in the *Greene County Commonwealth*, a newspaper of general circulation in the City, and such notice was sent via mail to those property owners within 185 feet of the land subject to the proposed special use under the Application; and

WHEREAS, the public hearing on the Application was conducted by the Commission on June 13, 2022, at which all interested persons and entities were afforded the opportunity to present evidence or statement, and after which the Commission rendered written findings of fact and submitted those along with its recommendations to the Council; and

WHEREAS, the Commission, by a vote of five (5) Ayes to zero (0) Nays, recommended the approval of the Application; and

WHEREAS, the Application was submitted to the Council for first read at its regular meeting on June 21, 2022, and submitted for second read at its regular meeting on July 19, 2022; and

WHEREAS, pursuant to Republic Code Section 405.670, the Council finds the proposed special use will not endanger the public’s health or safety, is in conformity with the City’s Comprehensive Plan and other adopted plans currently in place, and will generally be in harmony with the surrounding uses, and therefore approves the Special Use Permit for Applicant.

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

Section 1: A Special Use Permit is hereby approved for issuance to KO Storage of Ozark LLC to operate a boat, vehicle, and self-storage facility on real property located at 909 North College Avenue in Republic, Missouri, more specifically described as follows:

PARCEL 2 (RSS Republic): TRACT I: ALL OF LOTS TWO (2), THREE (3) AND FOUR (4), BLOCK ONE (1), SECOND AMENDED FINAL PLAT FOR O.D. BOATRIGT SUBDIVISION, CITY OF REPUBLIC GREENE COUNTY, MISSOURI. TRACT II: ALL THAT PART OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION EIGHTEEN (18), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-THREE (23) WEST, CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼); THENCE NORTH 89°40'02" EAST, WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼), 30.00 FEET FOR A TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°40'02" EAST, WITH SAID SOUTH LINE, 635.01 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼); THENCE NORTH 00°43'42" WEST, WITH SAID EAST LINE, 221.62 FEET; THENCE SOUTH 89°39'00" WEST, 635.08 FEET; THENCE SOUTH 00°44'51" EAST, 221.43 FEET TO THE TRUE POINT OF BEGINNING.

Section 2: The following conditions and safeguards are hereby incorporated into the Special Use Permit issued under this Ordinance:

- A. The Application.
- B. Municipal Water and Sewer Service:
 - a. The Property currently has access to City water and sanitary sewer services.
 - b. A new hydrant shall be installed on the Property to ensure the Fire Department can provide services to the Property.
 - i. The hydrant shall be served by a fire service line connecting to the 4-inch main along West Avenue.
 - ii. A new gate shall be installed on the west side of the Property to ensure the Fire Department has unhindered access to the hydrant.
- C. Stormwater:
 - a. No special restrictions or conditions pertaining to stormwater shall apply.
- D. Duration:
 - a. The Special Use Permit shall remain valid until a change in use or in the configuration of the use occurs, which will void and invalidate the Special Use Permit.
- E. Transportation:
 - a. The Property shall have public access on College Avenue.
 - b. The Property shall have emergency access on West Avenue.
- F. Other Requirements:
 - a. Applicant must submit an Application for a New Commercial Building Permit demonstrating conformance with all applicable City code and regulations, including, but not limited to, the City's Zoning Regulations, Building Codes and Regulations and Fire Code, and comply with all procedural requirements for obtaining the appropriate building and other permits required for development of the storage facility.

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

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

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

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

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



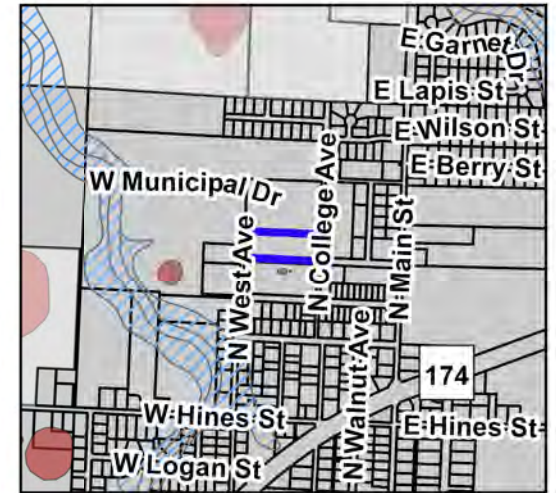
Megan McCullough, City Attorney

Final Passage and Vote:

SU 22-002: KO Storage

Vicinity Map

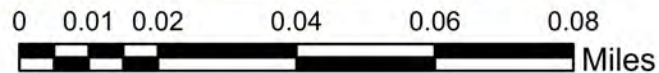
Item 7.



Legend

- Parcels
- Sinkhole
- Floodplain
- SU 22-002

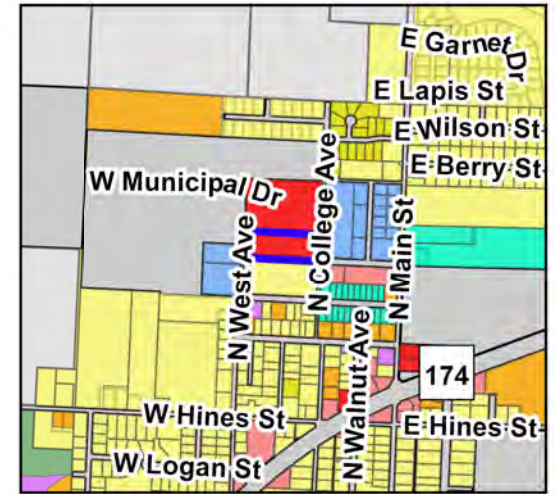
Parcel Owner: KO Storage of Ozark LLC
Parcel Address: 909 N College Ave
Area: 3.23 Acres
Zoning: C-2
Requested Use: Self Storage Facilities



SU 22-002: KO Storage

Zoning Map

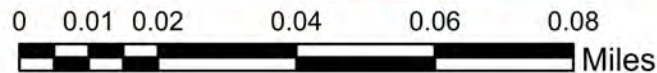
Item 7.

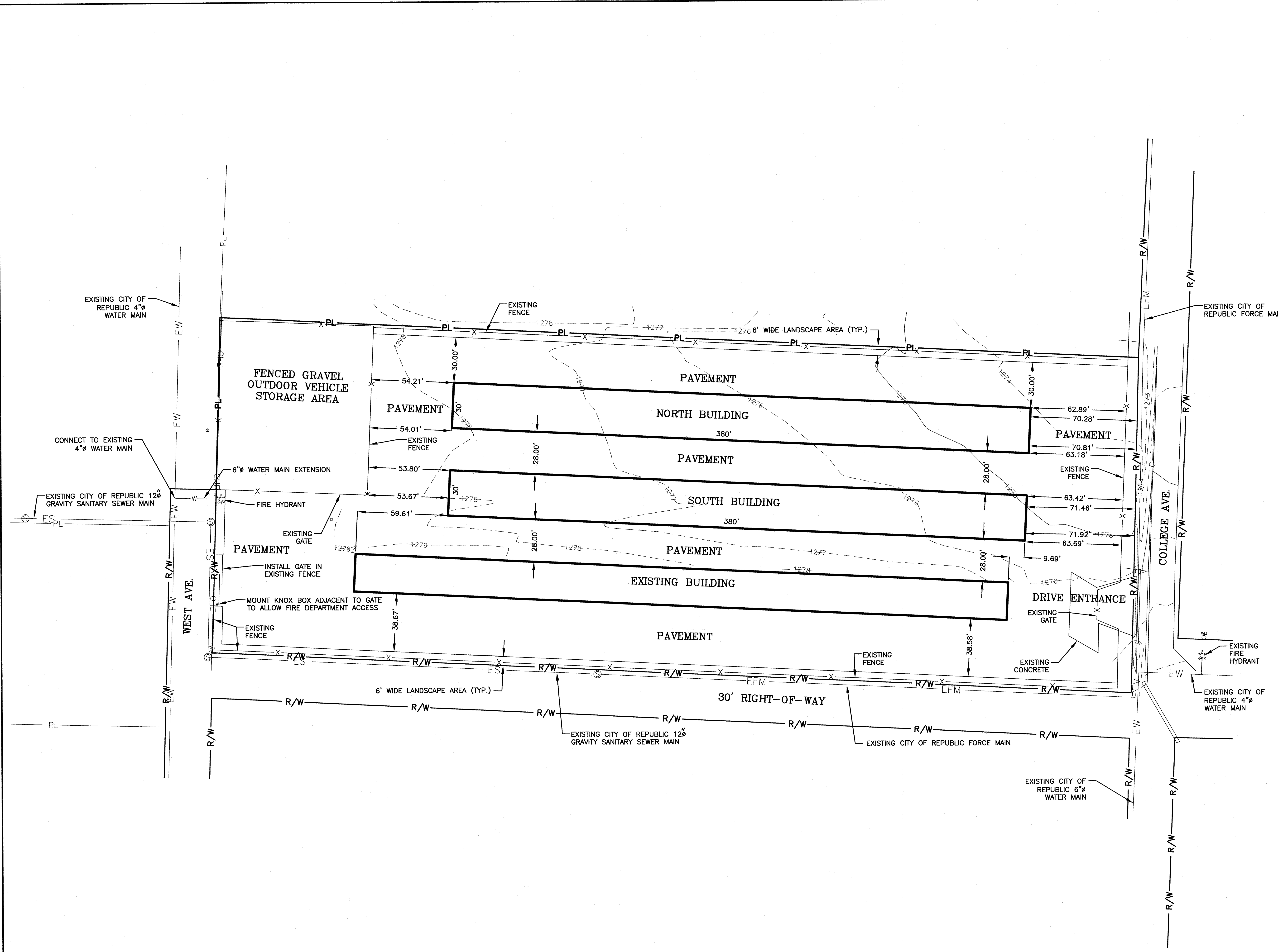
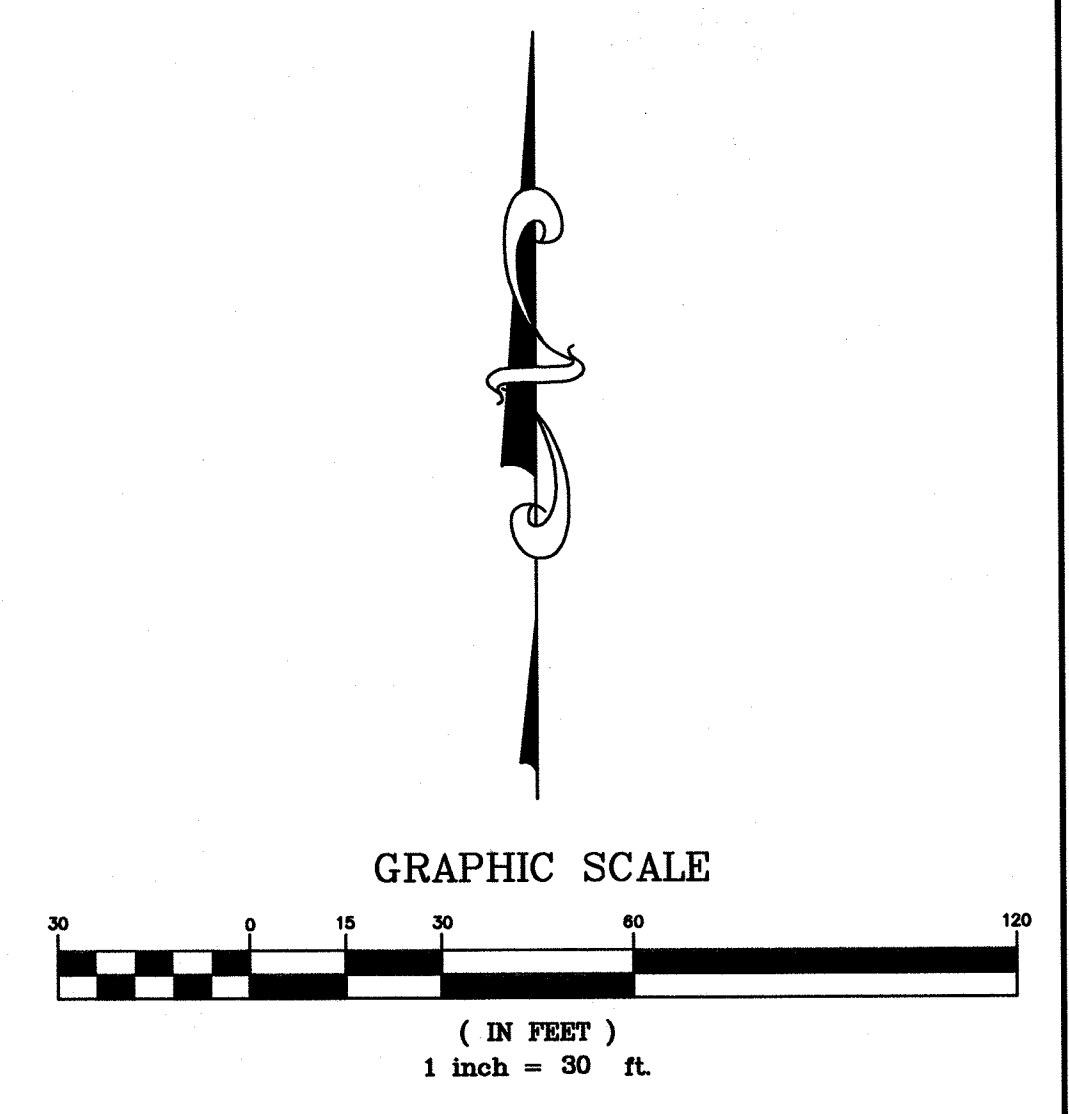


Legend

- SU 22-002
- Parcels
- Zoning**
- AG Agricultural
- C-1 Commercial
- C-2 General Commercial
- C-3 General Commercial
- M-1 Light Manufacturing
- M-2 Heavy Manufacturing
- PDD Planned Development
- R1-L Single Family Low Density
- R1-M Single Family Medium Density
- R1-H Single Family High Density
- R1-Z Zero Lot Line Residential
- R-2 Two-family Residential
- R-3 Multi-family Residential

Parcel Owner: KO Storage of Ozark LLC
 Parcel Address: 909 N College Ave
 Area: 3.23 Acres
 Zoning: C-2
 Requested Use: Self Storage Facilities



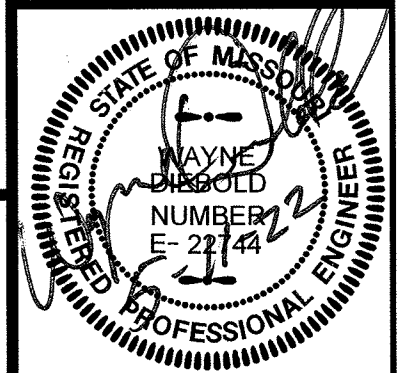


LEGEND

- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING FIRE HYDRANT
- EXISTING LIGHT POLE
- SLOPE INDICATOR
- SURFACE DRAINAGE
- FIRE DEPARTMENT CONNECTION
- SEWER MANHOLE
- EXISTING SEWER MANHOLE
- EXISTING WATER MAIN
- EXISTING SEWER MAIN
- EXISTING GAS LINE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING OVERHEAD ELECTRIC
- EXISTING TELEPHONE
- RIGHT-OF-WAY
- PROPERTY LINE
- EXISTING FENCE
- SETBACK
- EXISTING FORCE MAIN
- WATER SERVICE
- SANITARY SEWER SERVICE
- WATER MAIN
- SEWER MAIN



WAYNE DIEBOLD, P.E.
E-22744



ROZELL ENGINEERING CO.
ENGINEERING SECTION INC., P.C.

2404 STATE HWY. 248 SUITE 4
BRANSON, MISSOURI 65616
(417) 334-4141 FAX 334-4181

DATE	REVISION

DWN. BY: **MW**
 CKD. BY: **EH**
 APPD. BY: **WD**
 DATE: 5-11-22

SITE PLAN

KO STORAGE OF REPUBLIC REPUBLIC, MISSOURI

W.O.# 15753
SHEET NO. 1 OF 1

Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

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

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

Statement of Relevant Facts Found:

*Special Use Permit
Self Storage Facility
New hydrant for fire
Stall recommendations
No traffic or stormwater needed*

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

Commissioner Name: Commissioner Signature: Date:

Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

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

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

Statement of Relevant Facts Found:

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

Commissioner Name: Commissioner Signature: Date:

Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

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

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

Statement of Relevant Facts Found:

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

Commissioner Name: Commissioner Signature: Date:

Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

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

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

Statement of Relevant Facts Found:

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

Commissioner Name: Commissioner Signature: Date:



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-42 An Ordinance of the City Council Authorizing Execution of a Second Supplemental STP-Urban Program Agreement with the Missouri Highways and Transportation Commission for the Design and Right of Way Acquisition on Extending the Shuyler Creek Trail.

Submitted By: Garrett Brickner, Engineering Manager

Date: June 21, 2022

Issue Statement

Authorizing execution of the second supplemental agreement for Shuyler Creek Trail Extension.

Discussion and/or Analysis

This is the Second Supplemental Agreement with the *Missouri Highways and Transportation Commission* for the STP-Urban Funds Agreement for 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. MoDOT requires these agreements be approved by Ordinance. This supplemental agreement consists of two changes:

1. Where the funds come from; currently they are provided for in the STP Urban fund and this would split the encumbrance between the STP Urban fund and the Transportation Alternatives Program (TAP) funds. there is no change in amount of funding, this simply allows the Ozarks Transportation Organization to utilize these STP funds in a different place where TAP funds cannot be.
2. Adjust the project schedule as outlined in Exhibit B of the agreement. The original agreement was only for Design and right-of-way acquisition for the trail, and the timeline outlined in the agreement reflects that. With the first supplemental agreement, construction was added to the agreement, however the timeline was not modified to correctly portray that.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING EXECUTION OF A SECOND SUPPLEMENTAL STP-URBAN PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE DESIGN AND RIGHT OF WAY ACQUISITION ON EXTENDING 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, the First Agreement was executed on July 7, 2020; and

WHEREAS, due to additional funding becoming available to the City on the Project after execution of the First Agreement, on September 15, 2020, in Ordinance 20-37, the Council approved a ‘Missouri Highways and Transportation Commission STP-Urban Program Supplemental Agreement’ (herein, “First Supplemental Agreement”), which altered the cost of the Project for the City; and

WHEREAS, after the adoption of Ordinance 20-37, MHTC requested the City execute a second supplement, primarily for the purpose of defining the sources of funding for the Project and adjusting the Project schedule outlined in Exhibit B of the First Agreement; and

WHEREAS, the MHTC presented the City with a ‘Missouri Highways and Transportation Commission STP-Urban Program Second Supplemental Agreement’ (herein, “Second Supplemental Agreement”) for consideration, and after review of the Second 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 Second Supplemental Agreement,’ said Second 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 _____, 2022.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

CCO Form: FS11
 Approved: 07/96 (KMH)
 Revised: 03/17 (MWH)
 Modified:

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

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

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Republic, Greene County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-6900(813) involves design 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. The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STBG-6900(813) by the Commission is within the city limits of Republic, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows: Design 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.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All

obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement

with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent (**80%**) not to exceed **\$394,214.00**. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG-6900(813) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately

owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
 Andrew Nelson, Public Works Director
 City of Republic
 204 N. Main Ave.
 Republic, MO 65738
 Phone # 417-732-3150
 Fax # 417-732-3199
 anelson@republicmo.com
- (B) To the Commission:
 Chad Zickefoose, LPA Program Manager
 MoDOT Southwest District
 3025 East Kearney Street, Springfield, MO 65803
 Phone # 417-895-7638
 chad.zickefoose@modot.mo.gov

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to

subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension,

and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(31) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

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

Executed by the City this 2 day of June, 2020.

Executed by the Commission this 7 day of July, 2020.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

[Signature]
Title Chief Engineer

CITY OF REPUBLIC

By [Signature]
Title Mayor

ATTEST:
[Signature]
Secretary to the Commission

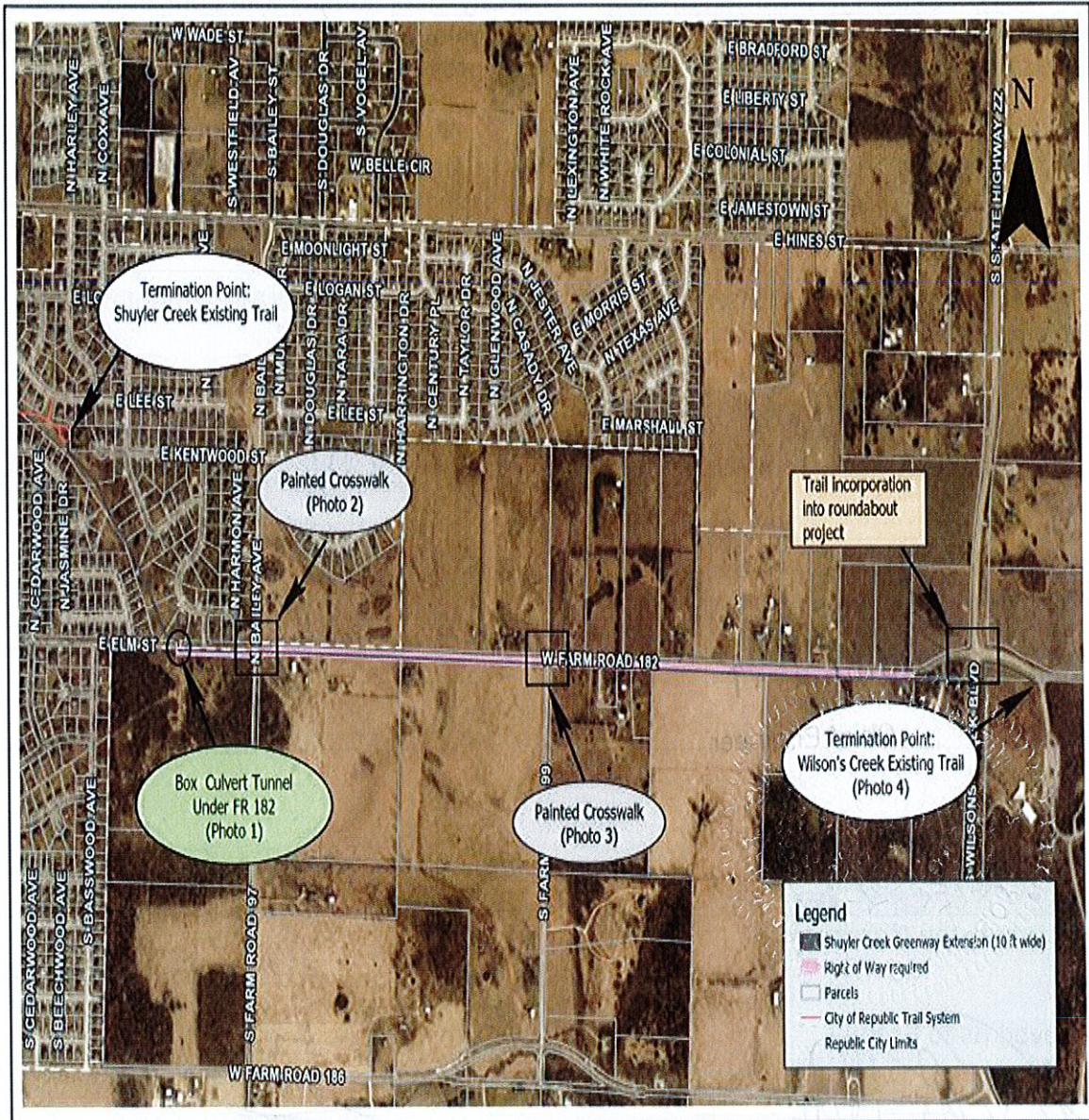
ATTEST:
By [Signature]
Title City Clerk

Approved as to Form:
[Signature]
Commission Counsel

Approved as to Form:
By [Signature]
Title City Attorney

Ordinance No: 20-20

Exhibit A - Location of Project



Handwritten notes:
Exhibit A
A.D.
10/10/2010

Exhibit B – Project Schedule

Project Description: STBG-6900(813) – 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.

Task	Date
Date funding is made available or allocated to recipient	4/2020
Solicitation for Professional Engineering Services (advertised)	
Engineering Services Contract Approved	8/2020
Conceptual Study (if applicable)	
Preliminary and Right-of-Way Plans Submittal	12/2020
Right-of Way Plans Approved	7/2021
Right-of-Way Request for Acquisition Authority Submitted	8/2021
Plans, Specifications & Estimate (PS&E) Submittal	12/2021
Plans, Specifications & Estimate (PS&E) Approval	4/2022
Right-of-Way Clearance completed (REQUIRED)	8/2022

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

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applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

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will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

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will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

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VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

Exhibit C

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

Exhibit C

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

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

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

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

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

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

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

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

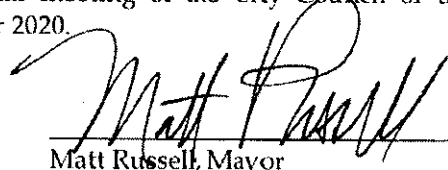
- Section 1. Mayor Matt Russell is authorized to execute on behalf of the City a First Supplemental STP-Urban Program Agreement with the Missouri Highways and Transportation Commission not to exceed \$215,208.00, said Agreement to be substantially in the form and content of the document attached hereto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

BILL NO. 20-37

ORDINANCE NO. 20-

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this 15th day of September 2020.




Matt Russell, Mayor

Attest:



Laura Burbridge, City Clerk

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

Approved as to Form: _____ Scott Ison, City Attorney

Final Passage and Vote: The vote was 7 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Updike, and Wilson. 0 Nay. Motion Carried.

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

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

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

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]


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

Executed by the City this 29 day of October, 2020.

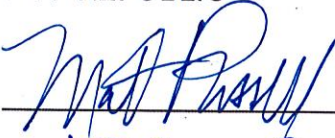
Executed by the Commission this 17 day of December, 2020.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF REPUBLIC



Title: Chief Engineer

By 

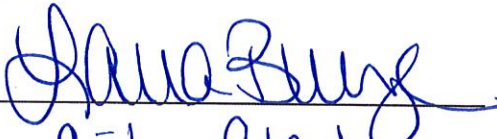
Title: Mayor

ATTEST:



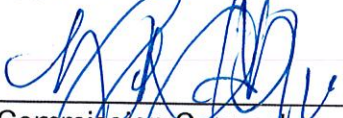
Secretary to the Commission

ATTEST:

By 

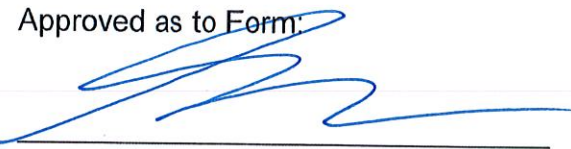
Title: City Clerk

Approved as to Form:



Commission Counsel

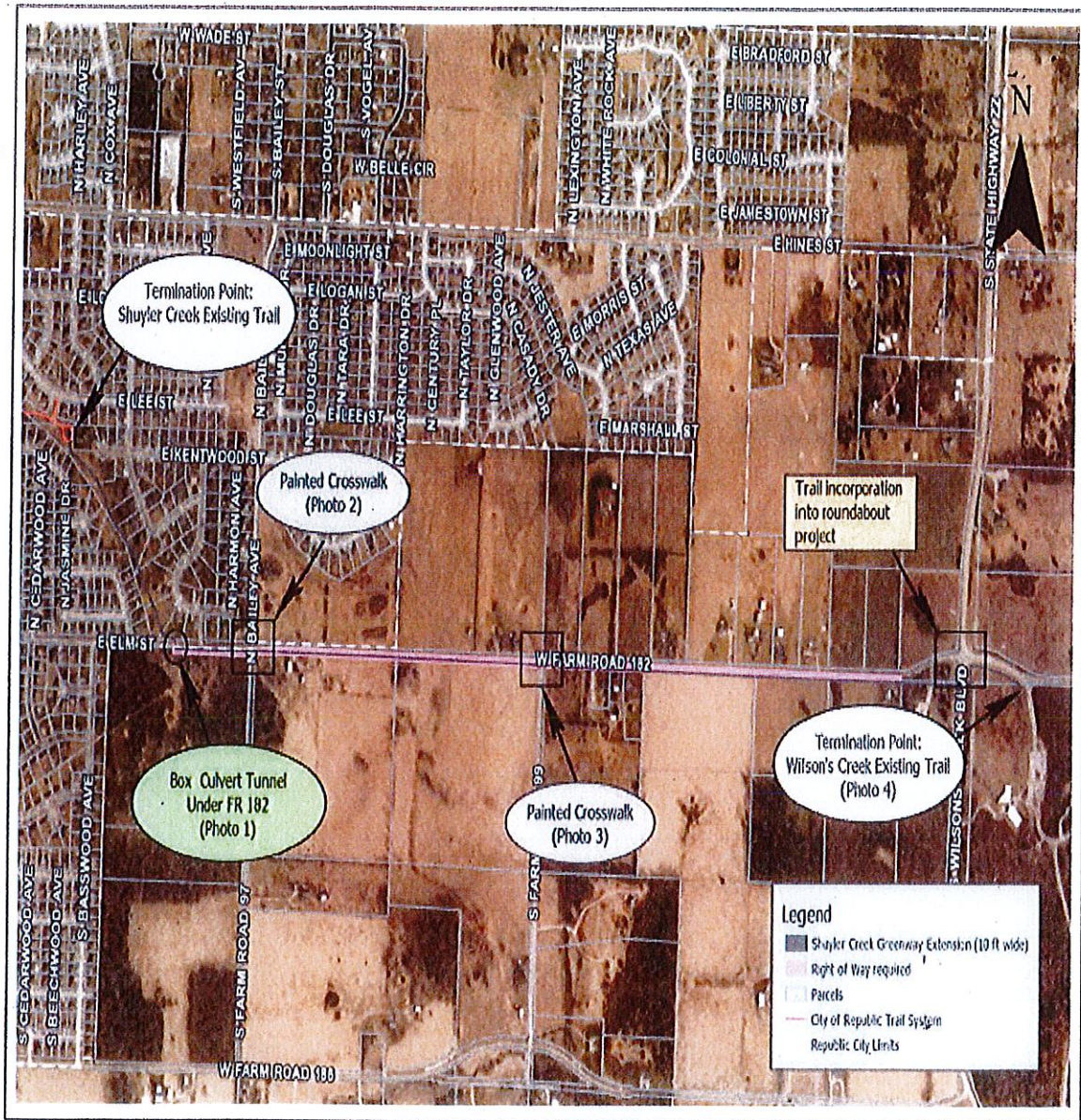
Approved as to Form:



Title: City Attorney

Ordinance No.: 20-37

Exhibit A - Location of Project



CCO Form: FS27
 Approved: 05/02 (BDG)
 Revised: 03/17 (MWH)
 Modified: 01/22 (MWH)

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

CFDA Number: CFDA #20.205
 CFDA Title: Highway Planning and Construction
 Award name/number: STBG-6900(813) TIP #EN2010-22AM3
 Award Year: 2020
 Federal Agency: Federal Highway Administration, Department of Transportation

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

THIS SECOND 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 Shuylar 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, the Commission and the City now desire to further revise the Original Agreement and First Supplemental Agreement as provided in this Second Supplemental Agreement.

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

(1) REVISIONS: Paragraph (1) PURPOSE; Paragraph (3) REASONABLE PROGRESS POLICY; Paragraph (7) CITY TO MAINTAIN; Paragraph (12) REIMBURSEMENT; and subparagraph 12(A) of the Original Agreement are hereby removed and replaced with the following:

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

and along Farm Road 182 to Wilson Creek Battlefield. The City shall be responsible for all aspects of the construction of the improvement. The United States Congress has authorized, in Fixing America's Surface Transportation Act (FAST); 23 U.S.C 101, 106 and 213; SAFETEA-LU 1404 funds to be used for transportation alternatives activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Alternatives Funds if the City does not meet the reasonable progress policy.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvements whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(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 this project 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. 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) ADDITIONS: Paragraph (33) PLANS; Paragraph (34) INSPECTION OF IMPROVEMENTS AND RECORDS; Paragraph (35) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES; Paragraph (36) ASSIGNMENT; and Paragraph (37) CANCELLATION are hereby added to the Original Agreement and shall state as follows:

(33) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(34) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission. FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(35) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. 323

(36) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(37) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation . Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice

(38) EXHIBIT B - PPROJECT SCHEDULE: Exhibit B – Project Schedule attached to the Original Agreement is hereby removed and replaced with the Exhibit B – Project Schedule attached hereto.

(3) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Second 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 Second Supplemental Agreement as if fully written in this Second 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 City on _____.

Executed by the Commission on _____.

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.: _____

Exhibit B – Project Schedule

Project Description: STBG-6900(813) – Design, right of way acquisition and construction for the extension of the Shuyler Creek Trail to Elm Street/Farm Road 182 and Along Farm Road 182 to Wilson Creek Battlefield

Task	Date
Date funding is made available or allocated to recipient	04/2020
Solicitation for Professional Engineering Services (advertised)	
Engineering Services Contract Approved	01/2021
Preliminary and Right of Way Plans Submittal	08/2021
Plans, Specifications & Estimate (PS&E) Submittal	10/2022
Plans, Specifications & Estimate (PS&E) Approval	02/2023
Right of Way Clearance Completed	06/2023
Advertisement for Letting	07/2023
Bid Opening	08/2023
Construction Contract Award or Planning Study completed (REQUIRED)	09/2023

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

AGENDA ITEM ANALYSIS

Project/Issue Name: 22-43 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately One Point Three Eight (1.38) Acres, Located at the 3400 Block of East U.S. Highway 60, From Agricultural (AG) to General Commercial (C-2).

Submitted By: Chris Tabor, Principal Planner, BUILDS Department

Date: July 19, 2022

Issue Statement

Timberline Land Co LLC has applied to change the Zoning Classification of approximately **1.38 acres** of property located at the 3400 Block of East US Highway 60 from Agricultural (AG) to **General Commercial (C-2)**.

Discussion and/or Analysis

The property subject to this Rezoning Application consists of approximately (1.38) acres of land located at 3400 Block of East US Highway 60; the property is currently vacant. Timberline Land Co LLC recently annexed into the City of Republic (2022) with a stated intention of developing storage units on the site.

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

Consistency with the Comprehensive Plan

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

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

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

The general trend in the vicinity of the subject property is commercial retail and multifamily residential.

Compatibility with Surrounding Land Uses



The subject property is adjacent to the Field Stone Planned Development District (PDD) to the west, where 60 West is located.

The General Commercial (C-2) Zoning District is intended to allow less restrictive retail and service-related businesses.

Capacity to Serve Potential Development and Land Use

Municipal Water and Sewer Service:

Development of the property will require connecting to existing municipal water and sewer mains located near the property. Both a 10” water main and an 8” gravity sewer main are located along the southern property line of the subject parcel. The sanitary sewer will flow from the site to the McElhaney and Shuyler Creek Lift Stations before it is pumped to the Wastewater Treatment Facility.

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

Transportation:

The property will have access off of FR 101.

A Traffic Impact Study (TIS) was not required for the Rezoning Application, as the developer has indicated a use of low intensity. The traffic impact of the proposed use has been initially evaluated by the City Engineer; the proposed use generates less trips than other Permitted Uses within the General Commercial Zoning District.

A Traffic Impact Study (TIS) may be required should the intended use change. Development of the property will require adherence to the City’s Transportation Plan and the Adopted Transportation Map.

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

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

Recommended Action

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

AN ORDINANCE OF THE CITY COUNCIL APPROVING AMENDMENT OF THE ZONING CLASSIFICATION OF APPROXIMATELY ONE POINT THREE EIGHT (1.38) ACRES, LOCATED AT THE 3400 BLOCK OF EAST U.S. HIGHWAY 60, FROM AGRICULTURAL (AG) TO GENERAL COMMERCIAL (C-2)

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, an application (“Application”) for an amendment to the Zoning Code and Official Zoning Map to rezone certain real property consisting of approximately 1.38 acres, located at the 3400 block of East U.S. Highway 60, from Agricultural (AG) to General Commercial (C-2), was submitted to the City’s BUILDS Department; and

WHEREAS, the City submitted the Application to the Planning and Zoning Commission (“Commission”) and set a public hearing before the Commission for July 11, 2022; and

WHEREAS, notice of the time and date of the public hearing before the Commission was published on June 22, 2022 in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the date set for the public hearing; and

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

WHEREAS, the Commission conducted the public hearing on July 11, 2022, at which all interested persons and entities were afforded the opportunity to present evidence and/or statement, and after which the Commission rendered written findings of fact and submitted those along with its recommendations to the Council; and

WHEREAS, the Commission, by a vote of six (6) Ayes to zero (0) Nays, recommended the approval of the Application; and

WHEREAS, the Application was submitted to the Council for first read at its regular meeting on July 19, 2022, and submitted for second read at its regular meeting on July 26, 2022, after which the Council voted to approve the Application and amend the Zoning Code accordingly.

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

Section 1: The Zoning Code and Official Zoning Map are hereby amended to reflect the rezoning of the real property tract located at the 3400 block of East US Highway 60, more fully identified and described as follows:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 28 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI AND BEING THE LAND DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 2008 PAGE 03121908 AND BEING MORE PARTICULARITY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 10, AS SHOWN IN OLD STONE DEVELOPMENT SUBDIVISION, RECORDED IN BOOK 2005, PAGE 065605-05 AND WITH THE NORTH LINE OF SAID SUBDIVISION N 89°41'50"W, 422.50 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 60; THENCE LEAVING THE NORHT LINE OF SAID SUBDIVISION AND WITH THE SOUTHEASTERLY RIGHT OF WAY LINE, N 56°15'20"E 511.85 FEET TO THE EAST LINE OF SAID SECTION 10; THENCE LEAVING SAID RIGHT OF WAY LINE AND WITH THE EAST LINE OF SAID SECTION, S 0°37'30"W, 286.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.38 ACRES.

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

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

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

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

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



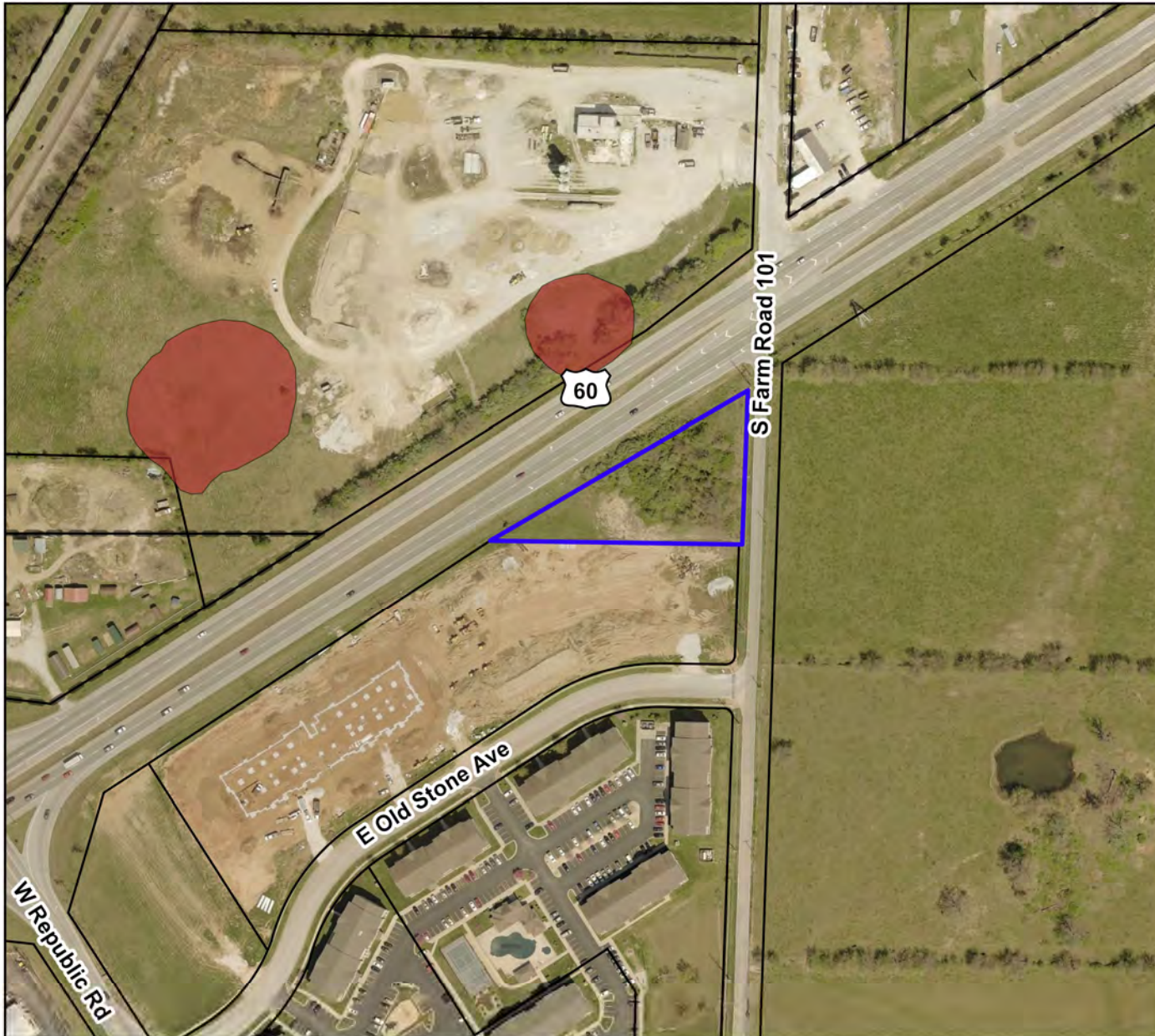
Megan McCullough, City Attorney

Final Passage and Vote:


REZN 22-007: Timberline Land Co LLC

Item 9.

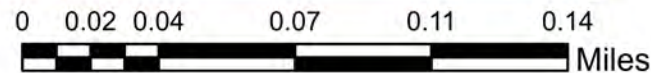
Vicinity Map



Legend

-  Timberline Land Co LLC
-  Parcels
-  Sinkhole
-  Floodplain

Parcel Owner: Timberline Land Co. LLC
Parcel Location: 3400 Block of E US Hwy 60
Area: 1.38 Acres
Existing Zoning: Agricultural (AG)
Requested Zoning: General Commercial (C-2)



REZN 22-007: Timberline Land Co LLC

Item 9.

Zoning Map



Legend

Timberline Land Co LLC

Parcels

Zoning

AG Agricultural

C-1 Commercial

C-2 General Commercial

C-3 General Commercial

M-1 Light Manufacturing

M-2 Heavy Manufacturing

PDD Planned Development

R1-L Single Family Low Density

R1-M Single Family Medium Density

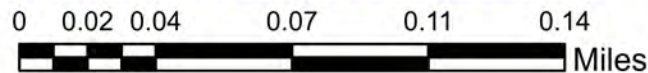
R1-H Single Family High Density

R1-Z Zero Lot Line Residential

R-2 Two-family Residential

R-3 Multi-family Residential

Parcel Owner: Timberline Land Co. LLC
 Parcel Location: 3400 Block of E US Hwy 60
 Area: 1.38 Acres
 Existing Zoning: Agricultural (AG)
 Requested Zoning: General Commercial (C-2)



Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

Timberline Land Company LLC (REZN 22-007)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

1.38 acres AG → G-2
No Traffic Impact needed
Water + sewer available

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

Approval Denial

Commissioner Name:

Brian Dochow

Commissioner Signature:

[Signature]

Date:

7-11-22

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

Timberline Land Company LLC (REZN 22-007)

Location:

City Council Chambers

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


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

Statement of Relevant Facts Found:

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

- Approval Denial

Commissioner Name:


Michael Mann

Commissioner Signature:



Date:

7/11/2022

Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

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

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

Statement of Relevant Facts Found:

*Chris Sexton is the owner - drinks control self storage
No other speakers.*

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

Commissioner Name: Commissioner Signature: Date:

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

Timberline Land Company LLC (REZN 22-007)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

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

- Approval Denial

Commissioner Name:

CYNTHIA HYDER

Commissioner Signature:

C. Hyder

Date:

7/11/2022

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

Timberline Land Company LLC (REZN 22-007)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

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

- Approval Denial

Commissioner Name:

PINWELL

Commissioner Signature:



Date:

7/11/22

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00

Type of Application:

Rezoning

Name of Applicant:

Timberline Land Company LLC (REZN 22-007)

Location:

City Council Chambers

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

Conforming to the City's adopted Land Use Plan

Yes No

Conforming to the City's adopted Transportation Plan

Yes No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.)

Yes No

Compatible with surrounding land uses

Yes No

Able to be adequately served by municipal infrastructure

Yes No

Aligned with the purposes of RSMo. 89.040

Yes No

Statement of Relevant Facts Found:

[Empty box for Statement of Relevant Facts Found]

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

Approval Denial

Commissioner Name:

RANSOM ELLIS, III

Commissioner Signature:

[Handwritten Signature]

Date:

7/11/22



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-44 An Ordinance of the City Council Authorizing Execution of an Engineering Services Agreement with Olsson Inc. for the Planning, Design, and Construction Inspection of the Highway MM Expansion.

Submitted By: Garrett Brickner, Engineering Manager

Date: July 19, 2022

Issue Statement

Authorizing execution of an Engineering Services Agreement with Olsson Inc., for Highway MM Expansion engineering design and construction inspection.

Discussion and/or Analysis

Funds have been made available by the Federal Highway Administration through its STBG Surface Transportation Block Grant, and Cost Share Program, coordinated through the Missouri Department of Transportation. The City of Republic, acting as the Local Agency, intends to hire Olsson to design and engineer the expansion of Route MM from 2/3 lanes to 5 lanes with curb and gutter, extending from the eastbound ramp intersection of Interstate 44 south to the westbound ramp intersection US 360 (James River Freeway), including all plans required for construction and Right-of-Way acquisition, along with environmental clearance and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract.

The estimated cost is \$933,494.06 for engineering services provided in the contract. Staff is requesting a maximum not to exceed amount for this contract of \$950,000 to accommodate any minor overruns that may occur. Any expenses that will cause the maximum amount to exceed the \$950,000 would require a change order authorized by the City Council. The cost estimate is in line with the estimate provided in the cost share application. The city has already received \$685,692 from the Commission for preliminary Engineering and will receive another \$457,308 for construction engineering once we get to that point and is how these expenses will be paid.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING EXECUTION OF AN ENGINEERING SERVICES AGREEMENT WITH OLSSON INC. FOR THE PLANNING, DESIGN AND CONSTRUCTION INSPECTION OF THE HIGHWAY MM EXPANSION

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 April 5, 2022, in Ordinance 22-17, the Council approved a Cost Share Economic Development Agreement with the Missouri Highways and Transportation Commission (“MHTC”) for the expansion of a portion of Route MM between the Interstate-44 Interchange and the Route 360 Interchange (“MM Expansion” and/or “Project”); and

WHEREAS, on April 19, 2022, in Ordinance 22-23, the Council approved a Direct Loan Agreement and Promissory Note with the Missouri Transportation Finance Corporation (“MTFC”) for certain funds to be used toward the MM Expansion; and

WHEREAS, additional funds for the MM Expansion have been made available to the City by the Federal Highway Administration through its Surface Transportation Block Grant (“STBG”) and Cost Share Program; and

WHEREAS, under the STBG and Cost Share Program, the City acts as the Local Agency in procuring the necessary engineering and other professional services to execute the Project; and

WHEREAS, after completing the competitive bidding process, the City has selected Olsson Inc. to provide the City with the professional engineering services required for the MM Expansion, which will include the planning and design of the construction and Right-of-Way acquisition as well as the construction inspection and other services for environmental clearance; and

WHEREAS, the Council has reviewed the terms of the proposed agreement between the City and Olsson Inc. for the engineering services described above and deems the terms of that agreement acceptable.

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

- Section 1:** The City Administrator or his/her designee, on behalf of the City, is authorized to enter into an engineering services agreement with Olsson, Inc. in substantially the same form as Exhibit 1, attached hereto, in an amount up to but not to exceed \$950,000.
- Section 2:** The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 3:** The WHEREAS clauses above are specifically incorporated herein by reference.

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

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

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

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

SPONSOR: City of Republic

LOCATION: State Highway MM from Interstate 44 south to James River Freeway, Republic & Greene County, MO

PROJECT: Highway MM Expansion J8S0836B

THIS CONTRACT is between *The City of Republic* Missouri, hereinafter referred to as the "Local Agency", and *Olsson, Inc., 550 St. Louis St., Springfield, MO 65806*, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its *STBG Surface Transportation Block Grant, and Cost Share Program*, coordinated through the Missouri Department of Transportation, the Local Agency intends to *design engineer the expansion of Route MM from 2/3 lanes to 5 lanes with curb and gutter, extending from the eastbound ramp intersection of Interstate 44 south to the westbound ramp intersection US 360 (James River Freeway), including all plans required for construction and Right-of-Way acquisition, along with environmental clearance* and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See **ATTACHMENT A – SCOPE OF SERVICES**

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 10% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 10% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

<u>NAME, STREET AND COMPLETE MAILING ADDRESS</u>	<u>TYPE OF DBE SERVICE</u>	<u>TOTAL \$ VALUE OF THE DBE SUBCONTRACT</u>	<u>CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL</u>	<u>PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL</u>
Powell CWM, Inc. 3200 S. State Route 291 Bldg. 1 Independence, MO 64057	Survey	\$136,486.36	\$136,486.36	100%

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on (August 01, 2024)
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$74,310.22, with a ceiling established for said design services in the amount of \$933,494.06, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$0, with a ceiling established for said inspection services in the amount of \$0, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus

2. An amount calculated at 54.20% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 3. An amount calculated at 108.13% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
Powell CWM, Inc.	3200 S. State Route 291, Bldg. 1 Independenc, MO 64057	Survey
Southwest Appraisal	3041 S. Limbrough Ave., Suite 107 Springfield, MO 65807	Appraisals
GHA Consulting Engineers	625 Forest Edge Drive Vernon Hills, IL 60061	Traffic Counts

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.

2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this 14th day of _____ June , 2022.

Executed by the County/City this day of _____, 20 .

FOR: City of Republic, MISSOURI

BY: _____
City Administrator

ATTEST: _____
City Clerk

FOR: Olsson, INC.

BY: *Neil Potts* Vice President
Title

ATTEST: *Cary Clark*

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

Finance Director

EXHIBIT A - SCOPE OF SERVICES

Project Description

This scope of services has been developed as a, Local Public Agency (LPA) Project managed by the City of Republic (hereinafter referred to as “City”), Job No. J8S0836B to provide roadway improvements as an expansion of Route MM in Greene County from 2/3 lanes to 5 lanes with curb and gutter. The project limits extend from the eastbound ramp intersections of Interstate 44 south to the westbound ramp intersections of US 360 (James River Freeway). In addition to these improvements, it is anticipated that there will be required utility relocations requiring coordination that includes but not limited to water, sewer, gas and electric from multiple providers.

This contract shall be in two phases, with the potential for a third supplemental phase. Phase 1 consists of the access management study, surveying, and preliminary plans to obtain NEPA clearance to proceed with right-of-way acquisition. Public involvement will occur in this first phase. Phase 2 consists of development of right-of-way plans and acquisition services, PS&E plans and documents for bid letting, as well as preconstruction consultation. Phase 3, if elected by the City, may authorize construction inspection services as part of the contract.

The CONSULTANT shall provide the professional, technical, and other personnel resources, equipment, materials, and all other things necessary to prepare an access management study and report, public meeting exhibits, preliminary plans for NEPA approval/proceed to A-date request, right-of-way plans and acquisition services, construction plans and bid documents, and construction inspection for MoDOT Project J8S0836B.

The CONSULTANT shall perform these services, all in accordance with the standard practice of federal and state requirements as outlined in the MoDOT Engineering Policy Guide (EPG) Section 136 LPA Policy and using AASHTO Green Book and other resources as listed in the EPG. A more detailed description of the process and requirements used by MoDOT for completion of the design may be found in the EPG. The CONSULTANT is encouraged to review the appropriate sections of the manual to supplement the information contained in the scope of services and provide additional guidance in the requirements and expectations of the City for completion of the design services. Any deviations from Commission established procedures for design, construction or materials shall be approved by the City with consent from MODOT. This documentation shall include a brief justification for the deviation and the signature of the CONSULTANT project manager.

Preparation of a supplemental agreement is necessary prior to performance of any work, which is considered as additional services, not included in the original scope of services. The CONSULTANT will not be compensated for additional services performed prior to execution of a supplemental agreement. Only additional services, which are required due to changed or unforeseen conditions or are due to a change in the specified product, will be considered for inclusion in a supplemental agreement. Services rendered by the CONSULTANT, which are considered additional services, will be addressed as per the contract Consultant Agreement. The

provisions of the Consultant Agreement outlining the responsibilities of the CONSULTANT regarding the quality and accuracy of the deliverables and products shall apply to any decisions regarding determinations of additional services.

This scope of services is intended to be an accurate description of the items and tasks required for completion of the design of this project. However, each segment or intersection of the corridor is unique and may require more or less effort in an individual task to complete the design. The following information will explain and define in general terms the major design items of importance relating to this project. Where in conflict the EPG and LPA Policy will govern the requirements listed herein. All the elements of work that are necessary to satisfactorily complete the design of this project will be listed.

I. Project Management and Coordination Tasks – Phase 1 & 2

The CONSULTANT shall perform the following Administration/Project Management and Coordination tasks:

1. Coordinate with City Project Manager to schedule and plan the kick-off core team meeting. Participate in the kick-off core team meeting, inviting any sub consultants that need to attend. All project submittals will be required to be submitted to the City directly for approval before submission to MODOT as needed for further approval. A MODOT representative will participate as a core team member
2. Schedule, plan and participate core team meetings consisting of City Staff and assigned representatives from MODOT. A total of four (4) virtual core team meetings is anticipated for Phase 1 of this contract. The CONSULTANT will establish and lead progress meetings once a month or as needed with the project's core team coordinated through the City's project manager. The purpose of the progress meetings is to review the project performance and other parts of the work necessary to keep the project on scope, schedule and within budget. The objective of each meeting is to provide stakeholders opportunity to provide input on the design of the project. The project's core team communication will be coordinated by the CONSULTANT to establish the necessary stakeholder engagement. The following shall be included as part of the project coordination.
 - a. Prepare minutes for all meetings and provide to core team. Provide all meeting materials to participants at least three business days prior to the meeting for review and provide meetings minutes of all meeting, including action items, within three business days after the meeting for review and concurrence.
 - b. Prepare monthly progress reports that include the following:
 - i. Past month's activities/accomplishments
 - ii. Pending issues and decisions
 - iii. Problem areas and recommended corrective actions
 - iv. Schedule summary status (chart showing baseline schedule vs. actual schedule)
 - v. Next month's planned activities/goals
 - vi. Summary of coordination efforts (including correspondence summaries)
 - c. All of the above include/address sub-consultant tasks.

3. The CONSULTANT will create a draft report of the Access Management Study as outlined below and submit an electronic version of the draft to the core team for review and comment. The CONSULTANT will conduct a charrette/workshop with the core team and other pertinent stakeholders to review the findings of the study and determine solutions.

II. Access Management Study Report – Phase 1

The CONSULTANT's attention is directed to Section 940 of MoDOT's Engineering Policy Guide (EPG) for general guidelines and requirements for the access management study. The CONSULTANT will identify existing driveway site locations and conditions to determine areas prone to congestion and/or safety-related issues and make recommendations for future limitations of right-of-way access along the corridor. In cases where the access management criteria cannot be met, a detailed analysis is to be performed to determine the optimum solution. This solution is to improve safety and operations along the roadway and maintain uninterrupted flow on the transportation system and adequate access to the adjoining properties. Flexibility, good judgment, negotiation, and compromise will be necessary to determine the right solution for each location.

1. The intent of the 5-lane widening is to accommodate left turn movements utilizing two-way left turn lanes. Dedicated right turn lanes are not anticipated for this project. However, lane alignments must be analyzed to determine where lane additions would be effectively designed and implemented along the corridor with respect to parcel and existing right-of-way constraints. Geometric concepts are as follows:
 - a. Establish and optimize horizontal and vertical geometry.
 - b. Estimate lane widths, storage lengths, and structure locations and sizes.
 - c. Estimate locations of traffic barriers and traffic control devices, as applicable.
 - d. Estimate area of right-of-way needs. It is expected that the locations of some existing driveways may be altered for preferred access management to meet the objectives of the corridor widening project.
 - e. Identify potential design exceptions that may be required.
 - f. Identify preferred driveway or access roads locations as a limited access right-of-way corridor, inventory of existing driveways, and recommendations for relocation of those existing driveways for improved access to the corridor.
 - g. Estimate and identify utility relocations and impacts.
 - h. Evaluate constructability and feasibility of the alternatives.
 - i. CONSULTANT will prepare AutoTurn simulations and exhibits as directed by MoDOT to demonstrate traffic movement through any upgrades to intersections and turn-lane movements.
 - j. Update traffic counts and process data.
2. The CONSULTANT shall review "as built" plans, aerial photographs, manuscripts, etc. and other information to be provided by the COMMISSION. The CONSULTANT shall perform a field investigation to assure that there have been no significant changes since the information was recorded or obtained. The CONSULTANT shall incorporate any significant changes

found during the field investigation as part of this contract, and document the extent of changes, location of new improvements (driveways, intersection quadrant, etc.), project exceptions and utility improvements.

3. The CONSULTANT shall summarize the determinations made during the field evaluation in an Access Management Report. The CONSULTANT shall include the following:
 - a. The CONSULTANT shall evaluate right of way impacts of the proposed improvements and the need for additional right of way, permanent easements, and temporary construction easements.
 - b. The CONSULTANT will evaluate the location of the proposed improvements for existing utility conflicts and will develop and document the need for relocation and work with the MoDOT utility section to develop a cost estimate for relocation to be included in the preliminary cost estimate.
4. Estimate shall include construction cost, right of way costs, specialty costs for pedestrian access, signing, and lighting revisions, and potential for any utility adjustments. The consultant shall prepare an estimate using BidTabs.Net format, utilizing district, county, and statewide averages for item costs. If needed, square foot right of way cost estimates and utility relocation cost can be provided by MoDOT.
5. The CONSULTANT shall develop exhibit drawings to be included in the Access Management Report, and to the quality and detail that they can be included in any public involvement efforts.

III. Survey Services – Phase 1

The CONSULTANT shall review "as built" plans, aerial photographs, manuscripts, etc. and other information to be provided by MoDOT and make the necessary field investigations to assure that there have been no significant changes since any available MoDOT survey was recorded or obtained.

1. The CONSULTANT shall provide all land survey control information for each project, including benchmarks and alignment reference ties, horizontal and vertical survey control.
2. The CONSULTANT shall be responsible for topographic survey and all surveying items necessary to provide preliminary plans, right of way plans, and final plans.
3. The CONSULTANT shall provide all property lines and ownership, other land survey information, city limits, existing right-of-way and MODOT easements. Easements not owned by the COMMISSION on private property shall be provided by the CONSULTANT, if new right of way or temporary easement will be required for the project at that location. These can typically be obtained by a title commitment. The CONSULTANT shall incorporate(draw) all recorded or known easements not owned by the COMMISSION (including utility easements) into the project drawings (microstation files).

4. MoDOT will provide any available survey data for the entire corridor. Surveying for Areas beyond that survey for design purposes will be required by the CONSULTANT. Currently, there is no LiDAR survey available from MoDOT within the corridor, other than within the right-of-way limits of US 360 and I-44.
 - a. The CONSULTANT shall submit a Survey Request to MoDOT that includes detailed information on any available survey data needed for the project.
 - b. The CONSULTANT shall provide an exhibit (pdf map or kmz file) that shows the outline and/or location of the requested survey.
5. The CONSULTANT will be responsible for providing any additional needed survey for the 5-lane additions associated with the corridor widening project.
6. The CONSULTANT shall follow MoDOT's Surveying Policies and Guidelines as stated in the Engineering Policy Guide (EPG). The CONSULTANT is directed to review EPG Section 238.
7. The survey data shall be based on the Missouri State plane coordinate system, Central zone. The modification factor shall be determined by the CONSULTANT in accordance with the Missouri Coordinate System of 1983 Manual for Land Surveyors. All elevations and vertical control shall be based on NAVD 88.
8. The CONSULTANT shall verify or establish horizontal and vertical control with reference to MoDOT's RTK coordinate system. Horizontal and vertical control to be based on the Missouri State Plane Coordinate system, Central Zone, NAD83, NAVD 88.
9. If necessary for the project, the CONSULTANT shall establish or re-establish any necessary section corners or land-ties.
10. The CONSULTANT shall locate all Section Corners, Quarter Section Corners, and personal property monuments within project limits.
11. The CONSULTANT shall coordinate utility locates with Missouri One-Call and locate utilities as marked by One-Call (visible from existing paint marks, flagging) and incorporate utilities as shown by utility owner as-builts if not marked by Missouri One-Call. Sewer structure information (top, flowline and pipe sizes) of all sewers and crossroad culverts within the project limits and the next upstream and downstream structures shall be surveyed. Locate pavement markings, edge of pavement and treed area.
12. The CONSULTANT shall perform a land survey of the Right of Way corridor for the project compliant with the Missouri Standards for Property Boundary Surveys.
 - a. The survey plan shall include a land description of the highway Right of Way corridor. This description shall:
 - i. Be based on the location survey.

- ii. Be concise.
 - iii. Contain title identity.
 - iv. Contain bearings, measured distances and highway stationing in ground units.
 - v. Contain measurement data that describes the geometric area of the corridor and closes mathematically.
 - vi. Contains information that does not lend to alternate interpretations.
 - vii. Be written to facilitate the relocation of the corridor by a professional land surveyor.
13. The CONSULTANT shall perform the layout of the Right of Way corridor with the placement of monuments at the locations of line breaks in the Right of Way. Monumentation in compliance with the standards for the permanent monuments including a cap stamped with the department's name shall be placed.
 14. The CONSULTANT shall prepare property exhibits and tract maps. The CONSULTANT will prepare signed and sealed legal descriptions, compile the Location Survey Plan, stake proposed easement and right of way information, and monument new permanent right of way boundaries.
 15. The CONSULTANT shall provide topographic survey including contours at one-four contour intervals.
 16. All topographic surveys shall be prepared with GeoPak SS4 or OpenRoads Designer software as applicable. The topographic survey drawing shall be prepared in a 2D drawing file. CONSULTANT shall prepare a 3D TIM model (DTM) and include a separate drawing with 3D points, break lines and triangles which was used to prepare the TIN.
 17. The survey drawing(s) shall include all topographic features and utilities and existing R/W and permanent easement boundaries. All topographic and boundary survey drawings and documentation shall be prepared using MoDOT standards.
 18. The CONSULTANT shall be responsible for staking and re-staking tentative right of way on individual properties, as required by City staff, during right of way negotiations and acquisition phase of the project.
 19. The CONSULTANT shall be responsible to monument new right of way and provide a location survey.
 20. The CONSULTANT will not be responsible for re-establishing any monuments destroyed during construction of the project.
 21. The CONSULTANT shall provide signed and sealed legal descriptions for any easement or land acquisition necessary.

22. The CONSULTANT shall complete and record the required location survey and final documentation of new permanent right-of-way points after construction is complete.
23. Upon completion of survey files approved by the City and MoDOT, all electronic survey drawings and documentation shall be provided to MoDOT's Survey Manager for state recordkeeping.

IV. Utility Coordination – Phase 1 and 2

The CONSULTANT shall lead the effort on utility coordination and shall work with the professional land surveyors for the following project documentation and plan details:

1. Review completed topographic surveys to develop preliminary plans, right-of-way plans and final roadway plans, including any necessary improvements and existing topography within the limits of the project. Topographic surveys shall consist of pertinent topographic features, but not limited to:
 - a. existing drainage and sanitary structures (pipes, types, flowlines, sizes) where pipe improvements were identified during the concept and preliminary phases
 - b. all identifiable utility locations and equipment at signalized intersections and longitudinal areas in between intersections that are adversely impacted
 - c. existing signal, lighting and any ITS equipment inside slope limits
 - d. signposts, size, identification, and photo log
2. Field locate visible above ground evidence of utilities located within the project area. "Missouri One Call" and MoDOT will be contacted, and a formal request will be submitted for marking the locations of member utilities. In the event that "Missouri One Call" fails to respond, in whole or in part, to the formal request, underground facilities, structures, and utilities will be plotted from surveys and/or available records. The locations of all utilities are to be considered approximate. There may be other utilities, whose existence may not be known at the time of the survey.
3. Consult with the City and MoDOT's Utility Section to coordinate with surveyors on underground utility locates.
4. Coordinate to obtain One-Call tickets to have utilities located in identified areas of proposed project. An estimate of 1 MO One Call ticket for every 400 linear feet of sidewalk is reasonable for preliminary design. Additional MO One Call tickets after preliminary design is complete will be required where additional items were added to the final design plans compared to the concept design plans.
5. Coordinate with the City and MoDOT's Survey Section to complete utilities survey and verify completeness and accuracy of utility topographical survey. Service connections shall be included as part of the utility survey.

6. Coordinate with utility companies on the development of the plan of adjustment and obtain cost estimates for reimbursable utilities for the City and MoDOT's Utility Section approval.
7. Show the existing utility facilities and plan of adjustments for proposed utilities facilities in the contract plans. (plans sheets, cross sections, culvert sections).
8. Work with the various utility owners to determine if any needs for renewals within the project limits.
9. Coordinate relocation of each impacted utility on the project during design and construction.
10. Prepare special utility sheets as necessary (including utility profile and exhibits).
11. Assist MoDOT's Utility Section in the preparation of agreements.
12. Identify locations for power service needs, prepare service request for submittal and coordinate with the power company to obtain estimated costs.
13. Coordinate with MoDOT's Utility Section regarding the need for test holes and initiating the potholing with the applicable utility owner. Provide test hole information at critical utility locations to MoDOT's Utility Coordinator.
14. Prepare utility job special provision and information for the preparation of the Utility Status Letter for MoDOT approval.
15. Provide assistance and answer utility related questions during the construction phase for City staff and the roadway contractor.
16. Review City and MoDOT excavation permits in project area for conflicts with design and construction phase. This includes new utility installation, modifications to existing facilities, and any developer driven improvement within the project limits.

V. Preliminary Plans – Phase 1

The CONSULTANT's attention is directed to Section 235 of MoDOT's Engineering Policy Guide (EPG) for general guidelines and requirements for preliminary design. It is the intent of this scope of services for Phase 1 that the CONSULTANT prepares preliminary plans at a quality that gains permission from MoDOT's Environmental Section and SHPO to proceed to negotiate R/W for acquisition and approval to proceed with requesting an A-date required for NEPA clearance for the project.

1. The City shall furnish the CONSULTANT the pavement design recommendation (if needed) and general special provisions to be used in the preliminary plans to be approved by MODOT.
2. The CONSULTANT shall prepare and submit for approval any design exceptions.
3. The CONSULTANT shall prepare storm water drainage, hydrologic and hydraulic studies, and preliminary drainage plans, including crossroad drainage.
4. The CONSULTANT shall prepare a conceptual traffic control plan with an outline for construction staging conforming to the requirements of the MUTCD and the EPG. This plan shall also be described in the Preliminary Plans letter of transmittal.
5. At a minimum, the following shall be submitted for the Preliminary Plans:
 - a. Preliminary Plan Title Sheet
 - b. Typical Sections
 - c. Plan Sheets at 1" = 20' horizontal (or different scale as determined by The City Project Manager for clarity) and extend to 100 feet beyond the project limits.
 - d. Special Sheets for geometrics and special design features.
 - e. Traffic control and staging concept.
 - f. Preliminary culvert sections for storm sewers at 1"=10', horizontal and vertical or as determined by The City project manager.
 - g. Preliminary cross sections at 25-foot intervals, 1"=10', horizontal and vertical or as determined by The City project manager, including entrance sections with existing and proposed grades and intermediate cross sections as necessary to accurately estimate earthwork.
 - h. Tentative Easement and Right of Way limits with property lines, acquisition areas and dimensions/offsets, and ownership information.
 - i. Plans showing anticipated permanent and temporary best management practices for erosion control.
6. As applicable, the CONSULTANT shall use the Southwest District ADA Streamlining processes.
7. The CONSULTANT shall prepare the preliminary plan construction cost estimate.
 - a. The City will prepare the right of way cost estimate based on the right of way requirements furnished by the CONSULTANT, if needed.
 - b. The CONSULTANT shall prepare the cost estimate for any utility impacts. The CONSULTANT shall include utility impacts in the plans and construction cost estimate for those utility impacts that are determined to be included in the construction contract.
8. The CONSULTANT shall prepare the letter of transmittal for the preliminary plans. City will provide the MoDOT template upon request.

9. The CONSULTANT shall complete the preliminary plan checklist. The City will furnish the MoDOT checklist upon request.
10. The CONSULTANT shall arrange for a design field check to review Preliminary Plans with the City. The CONSULTANT shall make any necessary revisions to the Preliminary Plans as determined by this design field check.
11. The CONSULTANT shall provide one (1) electronic copy of the preliminary plans, construction cost estimate, preliminary plan checklist and letter of transmittal to The City electronically for review and approval with subsequent review and approval by MoDOT.

VI. Environmental Services – Phase 1 and 2

1. The CONSULTANT shall submit the preliminary stage RES upon approval of the access management report and upon confirmation of proposed scope of corridor. The CONSULTANT shall note any known right of way or easement acquisition needs in this submittal (Phase 1) and attach to the RES an electronic copy of the preliminary plans in pdf format.
2. The CONSULTANT shall submit the Right of Way stage RES upon approval of the preliminary plans (Phase 2).
3. The CONSULTANT shall submit the final stage RES at least 90 days prior to the PS&E deadline (Phase 2).
4. MoDOT will undertake any necessary environmental studies, including tasks associated with an environmental assessment such as archaeology, historic properties, delineation of wetlands, development of wetland mitigation measures, noise studies, and preparation of necessary maps. The CONSULTANT will coordinate design activities with the City and MoDOT related to environmental studies, including preparation of exhibits necessary for NEPA clearance.
5. Based on the construction of widened and expanded lanes within close proximity of noise sensitive receptors, a noise analysis will be required and provided by MoDOT. It is **not** anticipated that sound wall design will be required by the CONSULTANT for this project.
6. The CONSULTANT shall review the comments provided by the City and MoDOT's Environmental Staff with each RES submittal. The CONSULTANT shall provide any requested information to the City and MoDOT's Environmental Staff. Items that may need to be addressed include historical buildings, bridges and sites, archeological sites, conversion of farmland, endangered species, wetlands, and parklands.
7. MODOT will coordinate with the SHPO regarding potential cultural, historical, and archeological issues.
8. If more than twelve (12) months lapse between required RES submittals, the CONSULTANT shall submit a new RES.

VII. Public Involvement – Phase 1 and 2

The City will be the main point of contact for receiving calls from the public. The CONSULTANT will interact with external agencies and the public as required to accomplish the scope of services of this contract.

1. The CONSULTANT will be required to attend meetings with regulatory agencies, organizations, county officials, local municipalities, property owners and other entities as required. It is anticipated that four meetings with the community will be held. The first meeting will involve the access management plan anticipated along the corridor, as well as potential right-of-way acquisitions for the various parcels affected.
2. The CONSULTANT will be required to attend public meetings. As determined by the City public meetings may be held as virtual, pending status of the COVID-19 pandemic. It is anticipated that one design public meeting will be required for each project phase.
3. The CONSULTANT shall participate in planning meetings with core team personnel before meetings and public meetings.
4. The CONSULTANT shall provide exhibits for public meetings based on conceptual/preliminary drawings as requested by the City.
5. The CONSULTANT shall provide the City and MoDOT a database containing all property owners contiguous to the project, or within a reasonable distance of the project. The database shall be of similar format and contain the same information as the example database provided by the COMMISSION to the Consultant. The database shall also designate whether the individual is someone the Commission will need to obtain right of way and/or easements from.
6. The City shall coordinate with MoDOT to advertise for meetings, obtain the meeting location and room, produce copies of handouts, and perform mass mailings of notices of meetings or hearings, and newsletters.
7. The CONSULTANT shall record and prepare the meeting minutes of the public meeting and shall prepare the transcript, if applicable.

VIII. Right of Way Plans – Phase 2

1. The CONSULTANT will provide title insurance information for parcels where new right of way is being acquired, prepare right of way appraisals, and secure the necessary right of way by negotiation or condemnation, if necessary, for construction of this project. Any ownership deeds, easements deeds, subdivision plats, etc. needed or used in the development of existing property lines for the right of way plans will be furnished by the CONSULTANT. The CONSULTANT will also provide last ownership deed of record and existing utility easement deeds for all parcels that have a new acquisition of easements or new land.
2. The CONSULTANT shall be responsible for staking and re-staking tentative right of way on individual properties, as required by City staff, during the right of way negotiation and acquisition phase of the project.

3. The CONSULTANT shall prepare right of way plans, which may be separate drawings from those used for design and construction details. The right of way plans shall show alignment, geometric design, removal of improvements, drainage facilities, property lines and ownership, $\frac{1}{4}$ $\frac{1}{4}$ section lines, subdivision lot lines, other land survey information, street lines and existing right of way and easements.
4. The CONSULTANT shall include any plan details, which will require additional right of way or easements during the construction phase of the project such as bypasses, temporary erosion control, etc. Areas of new right of way, permanent easements and/or temporary easements required from each individual property owner must be denoted underneath the Parcel Number and Name on each individual tract.
5. Right of way plans shall be submitted to the City for review and approval as required by negotiated schedule followed by review and approval as required by MoDOT. The right of way plans shall be at the same scale as the construction plans. The right of way plans shall include any design details that control the width of right of way and necessary easements.
6. The following minimum design features shall be included on the right of way plans:
 - a. Title sheet with appropriate project limits, access note and traffic data completed.
 - b. Typical Sections
 - c. Plan and Profile Sheets at 1"=50' horizontal and 1"=10' vertical. The CONSULTANT shall finalize and detail the horizontal and vertical improvements, and shall clearly describe important design notes and features on all plan sheets in standard MoDOT format.
 - i. New right of way lines and all easements shall be dimensioned from the centerline, or crossroad centerlines, if necessary. Bearings and distances on the right of way lines will be required on the final location survey.
 - ii. Construction limits (slope lines); drainage facilities; entrances and their reference location along with existing and proposed entrance grades, width and type; property owners, with areas of new right of way, easements and remaining property size; centerline bearing, ties to legal land corners from centerline stations with notation for corner witness by a registered land surveyor; existing utility locations and easements, including replacement utility easements; horizontal curvature information; and proper right of way symbolization for new right of way (access control) and easements, including areas which may be required to accommodate temporary erosion control.
 - iii. Section, Township, Range, and/or U.S. Survey information on each plan sheet near the title block or appropriate survey/section line. The section line information will be provided to the $\frac{1}{4}$ $\frac{1}{4}$ section lines.
 - d. Reference Points.
 - e. Driveway Profiles – CONSULTANT shall develop and layout horizontal and vertical alignments for all driveways within the project limits.
 - f. Special Sheets as necessary.
 - g. Traffic Control Sheets.
 - h. Erosion Control Sheets.
 - i. Signing Sheets.
 - j. Pavement Marking Sheets.
 - k. Culvert Sections/Storm Drainage – CONSULTANT shall finalize size and length of any culverts and place description on plan sheets.

- l. Cross sections at 25-foot intervals, including additional sections as required to accurately define construction limits. The CONSULTANT shall develop cross sections for the purpose of determining right of way impacts/takes and quantities.
 - m. Job Special Provisions as applied to right-of-way acquisition and utility coordination.
 - n. Work Day Study to demonstrate construction schedule, by work days and calendar days, with specific milestones and tasks.
7. The CONSULTANT shall prepare legal descriptions of right-of-way to be acquired for the project. Descriptions will reference the parent tract, but shall only describe in metes and bounds format (along with areas) those lands being purchased by MoDOT. Both written descriptions and right-of-way exhibits shall be prepared and reviewed by a land surveyor registered in the state of Missouri.
- a. The CONSULTANT will locate all section and US Survey lines, $\frac{1}{4}$ $\frac{1}{4}$ section lines, and Township and Range lines, legal land corner, and all property lines within the project limits. The CONSULTANT shall obtain all available title information and subdivision plats.
 - b. The CONSULTANT will provide to MoDOT a digital file in GEOPAK format of preliminary alignment points to include: the beginning of project; the ending of project; all intersection points; all points of curvature and points of tangency; all radius points; all equations; and all traverse locations. The file shall indicate: point identification; X, Y, and Z coordinates; point identification codes compliant with MoDOT feature codes; and the alignment stationing for each point.
 - c. The CONSULTANT will identify utility owners, type of facility, size of structure and locate all utility lines and structures within the project limits, based on visible features, record information provided by utility companies, and facilities field-marked by the utility companies. Needed facilities will include water, electric, cable, telephone, and septic service lines to residences and commercial buildings, including but not limited to wells, cisterns, and septic tank drain fields.
 - d. The CONSULTANT will be responsible for verification, certification, furnishing, and recording of all legal land corners. The CONSULTANT will tie the approved corners into the centerline.
 - e. The CONSULTANT will provide all found right-of-way and easement limits of record along Route MM and intersecting city or county roads along the project limits, including all found right-of-way markers.
 - f. MoDOT will provide a legible copy of all original field survey notes, including all electronic files in ASCII format of all surveyed points indicating the following: point identification; X, Y, and Z coordinates; point identification code compliant with MoDOT feature codes. The CONSULTANT will provide a legible copy of all original field survey notes for supplemental field survey and boundary survey.
8. If needed, the CONSULTANT shall schedule a meeting and/or field check with the City to review right of way plans prior to the completion of the right of way plans. The CONSULTANT shall make any necessary revisions to the right of way plans as determined by this meeting and field check.
9. The CONSULTANT shall provide an updated construction cost estimate for the Right of Way design stage.
10. The CONSULTANT shall submit the Right of Way plans and construction cost estimate with a letter of transmittal. The letter of transmittal shall be provided as a word document.

11. The CONSULTANT shall submit the Right of Way Plan checklist. The City shall provide the checklist to the Consultant upon request.
12. The CONSULTANT shall be responsible for making all revisions to the right of way and construction plans due to negotiations with the property owners in an effort to acquire right of way.
13. The CONSULTANT shall provide one (1) electronic set of fully signed and sealed right of way plans for core team review and approval.
14. The CONSULTANT shall provide one (1) electronic set of approved Right of Way plans and cross sections to be used by MoDOT's Utilities Section. The known utilities shall be color-coded on the plans.
15. If needed, the CONSULTANT shall schedule a meeting and/or design field check to review right-of-way plans with MoDOT right-of-way personnel and the City prior to completion of the right-of-way plans. The CONSULTANT shall make any necessary revisions to the plans as determined by this design field check.
16. The City shall review, approve, and certify the right of way plans as completed by the CONSULTANT.
17. The CONSULTANT will be responsible for the preparation of the location survey plat for the entire right-of-way corridor.
18. The CONSULTANT will prepare right of way appraisals and secure the necessary right of way by negotiation or condemnation, if necessary, for construction of this project as outlined below.

IX. Right-of-Way Acquisition – Phase 2

Collaboration with property owners and other stakeholders is the most effective method to achieve improvements that satisfy both operational and economic needs. The specific services required for this project will cover the range of those typically provide by a full-service land acquisition and relocation assistance consultant. Some tasks listed herein may be unnecessary, and, if necessary, others of a more specialized nature may be added. The CONSULTANT agrees to perform specific services in accordance with section 136.8 of LPA manual to include, but not be limited to the following:

1. Public Involvement.
 - a. The selected consultant, with the assistance and guidance of the City, may be required to provide all necessary handouts/graphics and attend or participate in informational presentations regarding ROW procedures provided by the City and MoDOT, at formal public hearings, or at one (or more) separate public meetings or virtual meetings.
2. Pre-Acquisition Meeting and Progress Report Meetings

- a. The selected consultant and their sub consultants may be required to participate in a pre-acquisition meeting prior to the start of a project. This meeting will be with the City Project Manager, MoDOT District Project Manager, District ROW Manager and may include other MoDOT Support Staff. This meeting will be to discuss project timelines, project milestones and review the scope of work responsibilities.
- b. Selected Consultant will be required to participate in a minimum bi-weekly progress meetings with the City or as needed.

X. Final Design – Phase 2

The CONSULTANT shall prepare all plans through use of a Computer Aided Drafting (CAD) program, and provide the plans in pdf and dgn format. The CONSULTANT shall conform to the Missouri Department of Transportation Specifications for Computer Deliverable Contract Plans as referenced in the MoDOT EPG. The CONSULTANT shall use Microstation and OpenRoads Designer software.

1. The CONSULTANT shall prepare storm water drainage, hydrologic and hydraulic studies, and detailed drainage plans, including both alternate pavements and crossroad drainage, for review and approval the City before inclusion in the final design plans.
2. The CONSULTANT shall furnish design plans, which show approved right-of-way, drainage facilities, signing plans, striping plans, lighting plans (as applicable), cross sections and roadway design features, and bid quantities for handling and coordination with the utility companies' existing facilities, and proposed plans of adjustments. The CONSULTANT shall revise plans to adhere to all utility company standards and requirements, and make necessary utility plan revisions as become necessary during final plan design and approvals.
3. The CONSULTANT shall furnish design detailed traffic control plans with an outline for construction staging conforming to the requirements of the MUTCD and the EPG, and as may be supplemented by samples provided by the City. The traffic control plan requires submittal to City for review and approval prior to inclusion in the final design plans.
4. If determined necessary, a field check shall be held with CONSULTANT and City staff prior to completing final design plan quantities. The CONSULTANT shall make any necessary revisions to the final plans as determined by this design field check.
5. The CONSULTANT shall utilize MoDOT's Southwest District ADA Streamline typical sections and methods of design and quantity calculations.
6. The CONSULTANT shall utilize MoDOT's Southwest District Temporary Traffic Control streamline plans.
7. The CONSULTANT shall prepare detailed temporary erosion control plans for review and approval before inclusion in the final design plans.
8. The CONSULTANT shall prepare computations for all design plan quantities. All plan quantities shall be shown on the Quantity Sheets, and by construction stage, if applicable.

The format for these sheets shall be furnished by the City. Specialty items may have separate sheets for quantity tabulations.

9. The City shall prepare for review and approval by the City all General Job Special Provisions, which are to supersede the Missouri Standard Specification for Highway Construction. A brief reason for the deviation from the standard plans and specifications should also be provided. The CONSULTANT shall prepare only Job Special Provisions related to design elements shown in the plans. The City shall provide any JSPs that are required as a result of right of way acquisition, utility impacts and environmental issues.
10. The CONSULTANT shall prepare for review and approval any design exceptions required for construction of the project.
11. At a minimum, the final design plans shall include:
 - a. Title Sheet
 - b. Typical Sections showing optional pavement types.
 - c. Quantity Sheets – the latest version of the temporary traffic control summary sheet
 - d. Plan Sheets at 1"=20' horizontal (or different scale as determined by MoDOT Project Manager for clarity). Plan sheets shall include all necessary adjustments to signing and proposed pavement marking.
 - e. Profile Sheets at 1"=50' horizontal and 1"=5' vertical or as determined by MoDOT project manager.
 - f. Reference Points
 - g. Coordinate Points Sheet
 - h. Culvert Sections at 1"=10', if needed
 - i. Special Sheets for geometrics or any special design features.
 - j. Temporary Traffic Control Plan Sheets at 1"=20' horizontal.
 - k. Erosion Control Sheets at 1"=20' horizontal.
 - l. Culvert Sections for storm sewers at 1"=10', horizontal and vertical or as determined by MoDOT project manager.
 - m. Lighting Plan Sheets, if needed
 - n. Signing Plan Sheets, if needed
 - o. Pavement Marking Plan Sheets at 1"=20' horizontal, or as determined by MoDOT project manager.
 - p. Earthwork Quantities, Cross Sections at 25' intervals, 1"=10' (1:100), horizontal and vertical, including entrance sections with existing and proposed grades and intermediate cross sections as necessary to accurately estimate earthwork.
 - q. Tabulation of Quantity Sheets
 - r. Job Special Provisions in electronic format readable in MoDOT's current word processor
 - s. File with the bid items and quantities as generated by COMMISSION's Estimate Program
 - t. Equipment and Materials List D-15 – generated from MoDOT's Estimate BidTabs.Net Program
 - u. Construction Workday Study
 - v. Workzone Impact Analysis Spreadsheet
 - w. Traffic Management Plan
 - x. Electronic Deliverables as per the EPG
 - y. District Contract Plans (QA/QC) or PS&E Checklist.
12. Additional plans and information may be required to complete the Final Design Plans. With the submittal of the Final Design, the CONSULTANT shall also provide the City a statement

that an internal quality control check has been conducted and to the best of the CONSULTANT's knowledge the final design plans are free of gross errors, misleading or confusing typos, and includes adequate information to construct the project.

XI. Bidding and Construction – Phase 2

1. After the Final Design Phase of the project is completed, the CONSULTANT shall be available to the City to discuss and interpret the plans and specifications during the bidding and construction phase of the project as determined necessary by the ENGINEER. During this phase of the project the CONSULTANT will also be required to attend the virtual pre-bid conference/pre-construction meeting. If a partnering meeting is held between the construction contractor City personnel, the CONSULTANT will be required to attend.
2. If issues arise during construction necessitating plan corrections or clarifications by the CONSULTANT, there will be a direct line of communication established between the City Construction Office and the CONSULTANT. The CONSULTANT will immediately inform City Project Manager of any recommendations or clarifications made to the Construction Office.
3. The CONSULTANT shall provide miscellaneous support and answer contractor requests for information.
4. In the instance that additional rehabilitation scope items are added during the construction phase and require design by the CONSULTANT, the communication system described above shall apply.
5. It is anticipated that City staff will be conducting construction inspection services for the project. In the event that these services require outsourcing, a separate supplemental agreement will be negotiated with the CONSULTANT for consideration of inspection services as outlined below.

XII. Construction Inspection Services – Phase 3

1. Purpose
 - a. The CONSULTANT shall provide construction inspection, materials testing, and other services as needed. Support services will be assigned by the City Engineer as described within this Exhibit.
 - b. The CONSULTANT shall provide support services as requested throughout the following phases of the Project: CONSTRUCTION.
 - c. The CONSULTANT shall provide PROJECT related services as described herein.
 - i. The consultant shall provide to MoDOT qualified inspection services to supplement The City's Engineer and staff on the inspection of the above referenced project(s).
 - ii. The services provided shall include Quality Assurance (QA) verifications on all items of installed work and QA tests as outlined in the attached Contractor Quality Control Job Special Provision (JSP). Testing frequencies shall be no less than as

defined in the Inspection Testing Plan (ITP) and in accordance with the applicable Missouri Standard Specifications for Highway Construction. Above referenced documents can be found at <https://www.modot.org>.

- iii. Any testing performed by the consultant can only be performed by personnel certified for the tests being conducted through MoDOT's technician certification program AND testers must carry current credentials validating their certification
- iv. The consultant's inspector shall be present on the jobsite daily to capture necessary diary information for progress monitoring. For periods of work between critical installations and at certain hold points, the inspection time spent on the project (while daily) can be minimal if approved by the City Engineer
- v. Daily, the inspector shall provide/perform:
 - A daily work report entered into AASHTOWare Project documenting all construction activities on the project.
 - Any QA tests required by the ITP for the work being performed.
 - All test results shall be recorded in AASHTOWare Project in the proper format as defined by the Sampling Checklist and Materials Summary.
 - A work zone traffic control review of all TCDs associated to the project to ensure compliance with the plans and MUTCD. All reviews will be maintained and available for review upon request by the RE.
- vi. On a semi-monthly basis, the inspector may be required to run an AASHTOWare Project estimate and submit to the RE for review.
- vii. As needed, develop change orders to document overruns/underruns on the project to ensure prompt payment to the contractor.
- viii. At project completion, the inspector shall provide the RE with a set of marked up Final Plans, including final quantities, for each Project in the Contract, and in accordance with direction given by the Resident Engineer.
- ix. After completion of ADA work at each location, the following ADA checklist shall be completed by the inspector and provided to the Resident Engineer (RE) for Review and Approval. ADA exceptions can only be approved by the MoDOT RE. https://epg.modot.org/files/1/1a/136.9.4_Mar_2021.docx
- x. Expected allocation of resources are as follows:
 - Staffing of above referenced projects will be confirmed by the City Engineer however it is anticipated inspection services will be needed from Bid Award to Project Closeout. Services may be extended or modified by supplemental or an amendment to the contract amount.
 - The consultant should expect to dedicate 1 individual for a total of 40 hours per week for the duration of the project(s) except for intervals of time that the weather will not allow the work to continue, or the contractor chooses not to staff the project in question.

2. Quality Assurance Personnel Duties and Responsibilities

- a. Quality Assurance Testers – Quality Assurance Testers will perform testing and sampling during construction as outlined in the Inspection & Test Plan (ITP). The QA sampling and testing will be performed by QA Testers certified through the MoDOT Technician

Certification Program or a certification program preapproved by MoDOT. The QA Testers report directly to the Quality Assurance Inspector (QAI). **The QA tester can be the QAI.**

- b. QA Tester responsibilities:
 - i. Perform required tests and document test in accordance with contract documents.
 - ii. Conduct material sampling and testing in conformance with the appropriate methods and frequencies.
 - iii. Ensure all measuring and test equipment is properly maintained and calibrated.
 - iv. Promptly communicate nonconforming material to City Engineer and production staff.

- c. Quality Assurance Inspectors (QAI) – Quality Assurance Inspectors will have a thorough understanding of the contract requirements and will perform inspections during construction to ensure the quality of the work meets or exceeds contract specifications. The QA Inspector will be knowledgeable of the work he/she is inspecting and will be able to recognize conforming and nonconforming work and material. The QA Inspector reports directly to the City Engineer.

- d. QA Inspector responsibilities:
 - i. Perform required inspections and complete checklists in accordance with contract documents and found at the following link - http://www.modot.org/business/contractor_resources/Quality_Management/
 - ii. Ensure inspection observations are included on Daily Inspection Report (DWR).
 - Ensure material is conforming to the contract requirements before being incorporated into the work.
 - Promptly communicate nonconformance material and work to City Engineer.
 - Wage rate inspections are required at a maximum of 1 every week per job. QAI needs to discuss required frequency on each job with the RE prior to work to ensure accuracy.
 - CUF (commercially useful function) reviews on all DBE Subs, minimum 1/sub/job. These must be submitted to the City within 24 hours of completion.

- e. Pre-Activity Meeting
 - i. Pre-Activity Meetings are necessary to discuss details of the Work Plan and schedule. Pre-Activity Meetings will be held 24-hours prior to the start of each new project activity or change in work crew. The Superintendent/Job Foreman of the activity will lead the meeting and others present at the meeting will be the QA Inspection and Testing Staff, and the City.

- f. Inspection and Testing
 - i. Inspection and testing are performed during all phases of the work from start to completion to ensure the work and testable material (asphalt, concrete, aggregate, etc.) meets or exceeds the contract requirements. Consultant will perform inspection and testing of the work and material as specified in the Inspection and Testing Plan and MoDOT-provided checklists. All results will be documented in AASHTOWare Project.

3. Inspection and Testing Plan (ITP)

- a. The Inspection and Testing Plan (ITP) outlines the acceptance criteria for contract items for this project along with the required tests, testing frequency, and the required QA

documentation. The ITP is provided by MoDOT. Any changes to the specifications, testing procedures, or the testing frequencies from the standard ITP will be implemented via change order. In addition, a change order will be completed to add acceptance criteria for nonstandard contract items not included in the standard ITP.

- b. See link for ITP:

http://www.modot.org/business/contractor_resources/Quality_Management/

4. Daily Work Report (DWR)

- a. A Daily Inspection Report (DWR) will be completed on the project each day to document pertinent project activities. The report will include a detailed diary that describes the work performed as well as observations made by QA Inspection staff regarding quality assurance. The DWR will include other items such as weather conditions, location of work, installed quantities, tests performed, and a list of all subcontractors that performed work on that date. The DWR is completed in AASHTOWare Project.

5. Hold Points

- a. Hold Points are events in the work process that require approval from the City prior to continuing work. Hold Points occur between different definable stages of work when the succeeding work depends on the acceptance of the preceding work. A list of minimum Hold Points is available on MoDOT's website and can be provided upon request. Additional Hold Points can be added by the City.
- b. Hold Point inspections will be at times planned in the Weekly Schedule. The Hold Points may be rescheduled as needed, but the Consultant Inspector will provide a minimum 24-hour advance notification to the City, unless otherwise approved by the City.
- c. Prior to all Hold Point inspections, the consultant Inspection Staff will provide the City with the Daily Inspection Reports, Inspection Checklists, Test Reports, and Materials Receiving Inspection Reports for the work performed leading up to the Hold Point. City-identified issues will be corrected prior to continuing work and a new Hold Point scheduled.

6. Material Receiving

- a. Material Receiving is assurance that products and materials are identified from receipt and during all stages of production, delivery, and installation. At receipt, the Consultant Inspection Staff will inspect general condition of material and determine if material is compliant based on the requirements specified in the ITP, Specifications, Job Special Provisions, Standard Drawings, or other pertinent contract documents. For products that require on-site inspection by City Materials staff, the City Engineer will notify The City staff promptly to schedule the inspection.
- b. Some materials are pre-qualified or pre-accepted for use on City projects. A list of these items is maintained by MoDOT and can be found on the MoDOT internet site. These lists include: Pre-Acceptance List (PAL), Approved Product List (APL), Bridge Pre-qualified Products List (BPPL), and the Qualified List (QL). Although pre-qualified or pre-accepted, appropriate documentation detailed in the Specifications will accompany these products for acceptance.
- c. All material delivered to the project, excluding testable material, will be inspected for appropriate dimensions, quantity, condition, markings, etc., and accompanied with

appropriate documentation. All PAL items will be inspected to ensure material conforms to plans and specifications

7. Quality Documentation

- a. Project documentation (inspection checklists, daily work reports, test records, Materials Receiving Inspection Reports, etc.) referenced in this plan will be electronically stored and organized by the Consultants Inspection Staff
- b. Project documentation will be electronically saved within 48-hours after the work shift ends.
- c. In addition, to the above, all project correspondence must be delivered to the City electronically so it can be archived with the project's permanent records. Copies should be maintained by the consultant for access as needed. This includes, but is not limited to: delivery tickets, mix designs, mill test reports, certifications, test reports, contractor schedule, any letters associated to the contract, wage rate inspections, NCR's, and order records.
- d. Certified payrolls for contractor activity will be checked and maintained by The City

8. Control of Non-Conforming Work And Material

- a. Non-conformance reporting will be used to identify and ensure that work, material, and/or processes (i.e. QC inspections, tests, documentation, etc.) that fail to satisfy the contract requirements are identified and promptly resolved. QA staff or production staff will identify non-conformances and the QAI will document using a Non-Conformance Report (NCR). The City may also initiate an NCR.
- b. The NCR process is as follows:
 - i. Non-conforming work and/or material are identified.
 - ii. NCR is issued on the provided standard form.
 - iii. QAI forwards copy of NCR to the City with proposed resolution.
 - iv. MoDOT either approves or rejects the proposed resolution. A dialogue will ensue following any rejected proposals until an acceptable solution is identified.
 - v. The City-approved resolution is executed.
 - vi. New inspection and/or test of previously identified non-conforming item is completed.
 - vii. QAI verifies previously identified non-conforming item is now compliant and requests final approval from the City
 - viii. The City evaluates previously identified non-conforming item. If accepted, The City signs NCR for closure.

XIII. Deliverables

The CONSULTANT shall furnish to MoDOT and the City with the following completed sheets and documents, as applicable, for the construction project included in this contract, as follows:

1. All mapping, sketches, cross sections, and all other engineering documents necessary to secure permits from the administrator of the FEMA Flood Insurance Program (if required) and Section 401 and 404 permits as administered by the United States Army Corps of Engineers (if required).

2. One (1) electronic copy of the Access Management Study Report with conceptual plans and exhibits, and cost estimate for review and approval. After any corrections, one (1) updated copy of the report, exhibits and cost estimate.
3. One (1) electronic copy of any and all exhibits prepared for public meetings.
4. One (1) electronic copy of the preliminary roadway plans, including any lighting plans, signing plans and preliminary cost estimate for review and approval. The CONSULTANT shall prepare the signing layout and structures, as applicable. MoDOT shall prepare the sign details. After any corrections, one (1) updated set of preliminary plans.
5. One (1) electronic copy of the Right of Way plans, including cross sections and driveway profiles and updated cost estimate for review and approval. After any corrections, one (1) updated set with a sealed title sheet.
6. One (1) electronic copy of preliminary and right-of-way plans for utility review, including cross sections. The utilities will be color coded on the plans, with the remaining plan details in black, for emphasis of the utilities.
7. One (1) electronic copy of the preliminary plans and erosion control plans for MoDOT Environmental review and comments. After any corrections, one (1) updated set will be required.
8. After RES clearance, provide one (1) electronic copy of the right-of-way plans and final plans for Environmental review and comments.
9. One (1) electronic copy of drainage and engineering calculations and analyses.
10. One (1) electronic copy of the traffic control plans for review and comments. After any corrections, one (1) updated set will be required.
11. One (1) electronic draft copy of the job special provisions for review. After corrections, one (1) final sealed copy of the job special provisions shall be furnished. The PS&E submittal will be in word format.
12. One (1) electronic copy of the 95% roadway plans for initial review and comments. After corrections, one (1) fully checked, sealed, original drawings of the final design plans shall be furnished.
13. One (1) electronic copy of the estimate of construction costs for the PS&E submittal. The estimate shall be prepared using the latest version of the Commission's cost estimating software.
14. One (1) electronic copy of the workday study showing the estimated number of workdays required to construct the project.
15. One (1) electronic copy of the D15 Equipment and Materials List (if applicable).
16. One (1) electronic copy of the D12 District Final Design Plans Checklist.
17. One (1) electronic copy of the Workzone Impact Analysis Spreadsheet.

18. One (1) electronic copy of approved Design Exceptions (if applicable).
19. One (1) electronic copy of Floodplain Development Permit and No-Rise Certification (if applicable).
20. One (1) electronic copy of the recorded Location Survey.

XIV. Standards

The CONSULTANT shall use the latest version of the following publications to determine the design criteria and procedures which will be followed for development of the project.

1. Federal Emergency Management Administration Flood Insurance Guidelines and Specifications.
2. MoDOT Engineering Policy Guide (EPG)
3. Manual on Uniform Traffic Control Devices (MUTCD)
4. A Policy on Geometric Design of Highways and Streets
5. AASHTO LRFD Bridge Design Specifications
6. AASHTO Green Book
7. Highway Safety Manual (HSM)
8. Missouri Standard Specifications for Highway Construction
9. Missouri Standard Plans
10. MoDOT Bridge Manual
11. Missouri Department of Transportation for Computer Deliverable Contract Plans
12. Any other publications which the City directs the CONSULTANT to use including any applicable City Standards or Ordinances required for work within the City of Republic.

XV. ASSUMPTIONS AND EXCLUSIONS:

1. The CITY/Commission and the CONSULTANT agree to the following assumptions and exclusions for Phase 1 and Phase 2 of this contract. VISSIM Modeling for access management study report is excluded from the scope
2. The COMMISSION will provide projected traffic volume growth rates or forecasts. Travel Demand Modeling is not anticipated to be required.
3. The OTO travel demand model will be referenced only to compared future volume projections and will not involve manipulation or any updates to the OTO model.
4. The full scope of surveying services has been included in the phase 1 fee, which includes:

- a. Approximately 30 acres of topographic survey
- b. Up to 76 temporary or permanent acquisitions documents (description & exhibits)
5. Core team meetings are assumed to be virtual.
6. Utilities will be located using plans provided by the COMMISSION and per Missouri One-Call field locates. Private utility locates are not included in this scope of services.
7. Standard MoDOT lighting will be assumed
8. 1 Traffic Signal is assumed to be included.
9. Pedestrian detour route is excluded.
10. 3D renderings and models are excluded from the scope.
11. Utility potholing is excluded from the scope.
12. Improvements to JRF and I-44 on and off ramps are excluded from scope.
13. Fence design plans are assumed to be excluded.
14. Plans will be completed for one bid package. Splitting the plans into multiple plans sets would require a supplement.
15. Detailed retaining wall and structural design is excluded.
16. Detention and water quality design is excluded.
17. As-built surveys and preparation of record drawings, except where specifically stated otherwise is excluded.
18. Any services not specifically detailed in the scope is excluded.

Exhibit B (Engineering Services)	Olsson
ESTIMATED COST PLUS FIXED FEE	By: JWP
J8S0836B Route MM Widening from JRF to I-44	Date: 5/9/2022

Task	Description	Hours	Direct Labor
1	Project Management	302	\$ 16,682.00
2	Access Management Report	439	\$ 17,764.00
3	Survey Services (See Subconsultant)	0	\$ -
4	Utility Coordination	248	\$ 9,664.00
5	Preliminary Design	1399	\$ 48,816.00
6	Environmental Services	52	\$ 2,892.00
7	Public Involvement	124	\$ 5,108.00
8	Right of Way Plans	769	\$ 27,768.00
9	Right of Way Acquisition	1100	\$ 40,020.00
10	Final Design	1236	\$ 43,374.00
11	Bidding and Construction	144	\$ 5,812.00

Total Hours	2564	
Estimated Direct Labor Cost		\$ 217,900.00

Summary by Job Classification

Classification	Hours	
Team Leader	107	50% of Hours Excluded from CPU Time
Project Manager	623	50% of Hours Excluded from CPU Time
Project Engineer	479	
Associate Engineer	802	
Senior Technician	1476	
Designer	1299	
Right-of-Way Agent	1044	
Total	5830	

ESTIMATED DIRECT LABOR COSTS \$ 217,900.00

Payroll Additives (Direct Overhead)	54.20%	\$ 118,101.80
General and Administrative (Indirect Overhead)	108.13%	\$ 235,615.27
Fixed Fee	13.00%	\$ 74,310.22
		Subtotal = \$ 645,927.29

Facilities Capitol Cost of Money =	0.44%	\$ 958.76
		Subtotal (A) = \$ 646,886.05

Subconsultants (B)	Service	DBE	%of Job	Fee
Powell CWM, Inc.	Survey	Yes	14.62%	\$ 136,486.36
Southwest Appraisal	Appraisals	No	6.43%	\$ 60,000.00
GHA Consulting Engineers	Traffic Counts	No	0.21%	\$ 1,977.00
				Subtotal (B) = \$ 198,463.36

Direct Expenses (C)

Plots	750 Plots @	\$ 0.50	=	\$375.00
Mileage	7290 Miles @	\$ 0.585	=	\$4,264.65
Per Diem	6 Meals @	\$ 55.00	=	\$330.00
Misc. (incidentals, postage, etc.)	1 LS @	\$ 1,200.00	=	\$1,200.00
Computer Time	5465 Hour @	\$ 15.00	=	\$81,975.00
				Subtotal (B) = \$88,144.65

ESTIMATED TOTAL FEE (Engineering Services)	(A) + (B) + (C) = \$ 933,494.06
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MAN-HOUR ESTIMATE - J8S0836B Route MM JRF to I-44											
Hourly Rate	\$72.00	\$54.00	\$45.00	\$40.00	\$33.00	\$29.00	\$35.00				
Task No.	Description of Work Items / Tasks	TL	PM/SE	Proj Eng	Assoc Eng	Designer	Sr.Tech	R/W Agent	Total Manhours	Total Labor Fee	Subtotal
1	Project Management										
	Project Management & General Coordination	40	120						160	\$9,360	\$9,360.00
	Project Kick-off Meeting	2	4		2	2			10	\$506	\$506.00
	Core Team Meetings (Assuming 12 Virtual Meetings)	12	36	12	12	12			84	\$4,224	\$4,224.00
	Invoicing and Administration (including subconsultants)		48						48	\$2,592	\$2,592.00
		54	208	12	14	14	0	0	302		\$16,682.00
2	Access Management Report										
	Analysis (Concept Development, AutoTurn Analysis)	1	8	24	24	40	40		137	\$5,024	\$5,024.00
	Review As-builts/Field Visit	8	4	4	8	8	8		40	\$1,788	\$1,788.00
	Evaluation			30	40				70	\$2,950	\$2,950.00
	Cost Estimate	1	4	4		12	12		33	\$1,212	\$1,212.00
	Exhibits and Drawings	1	4	24		40			69	\$2,688	\$2,688.00
	Report	4	16	30	40				90	\$4,102	\$4,102.00
		15	36	116	112	100	60	0	439		\$17,764.00
3	Survey Services (See Subconsultant)										
		0	0	0	0	0	0	0	0		\$0.00
4	Utility Coordination										
	General Coordination with City/District/Team/Utilities		24		16	24	24		88	\$3,424	\$3,424.00
	Develop Utility Impact Sheets		16			40	40		96	\$3,344	\$3,344.00
	Develop Utility Impact Cost Estimates		24		40				64	\$2,896	\$2,896.00
		0	64	0	56	64	64	0	248		\$9,664.00
5	Preliminary Design										
	Roadway Geometrics		4	24		96	96		220	\$7,248	\$7,248.00
	Storm Drainage Design (H&H)		4	60	120				184	\$7,716	\$7,716.00
	Corridor Modeling			40	120	120			280	\$9,040	\$9,040.00
	Preliminary Erosion Control			8	10	12			30	\$1,156	\$1,156.00
	Preliminary Right of Way and Easement Layouts		4			40		4	48	\$1,676	\$1,676.00
	Preliminary Traffic Signal & Lighting			5		20	20		45	\$1,465	\$1,465.00
	Preliminary Roadway Plans										
	Sheet: Title Sheet				2	2	4		8	\$262	\$262.00
	Sheet: Typical Section		4		8	8	16		36	\$1,264	\$1,264.00
	Sheet: Plan and Profile		1	2	4	60	60		127	\$4,024	\$4,024.00
	Sheet: Reference/Coordinate Points			2	4	8	8		22	\$746	\$746.00
	Sheet: Culvert Sections			4		40	40		84	\$2,660	\$2,660.00
	Sheet: Temp Erosion Control			1	2	8	8		19	\$621	\$621.00
	Sheet: Roadway Cross Sections				16	24	24		64	\$2,128	\$2,128.00
	Sheet: Preliminary Traffic Control Plan (Conceptual Staging)			8	8	16	16		48	\$1,672	\$1,672.00
	Sheet: Traffic Signal			8		10	10		28	\$980	\$980.00
	Sheet: Lighting			4		8	8		20	\$676	\$676.00
	Sheet: Fiber/Comm			4		8	8		20	\$676	\$676.00
	Quality Assurance/Quality Control (QA/QC)	4	16	12	12				44	\$2,172	\$2,172.00
	Roadway Quantities		4		12	16	16		48	\$1,688	\$1,688.00
	Prepare & Submit Preliminary Roadway Cost Estimate		4		10	10			24	\$946	\$946.00
		4	41	142	248	506	454	4	1399		\$48,816.00

MAN-HOUR ESTIMATE - J8S0836B Route MM JRF to I-44											
Hourly Rate	\$72.00	\$54.00	\$45.00	\$40.00	\$33.00	\$29.00	\$35.00				
Task No.	Description of Work Items / Tasks	TL	PM/SE	Proj Eng	Assoc Eng	Designer	Sr.Tech	R/W Agent	Total Manhours	Total Labor Fee	Subtotal
6	Environmental Services										
	Compile information and submit Concept RES		1	4	12				17	\$714	\$714.00
	Compile information and submit Preliminary RES		1	8	24				33	\$1,374	\$1,374.00
	Compile information and submit R/W RES		1	4	8				13	\$554	\$554.00
	Compile information and submit Final RES			2	4				6	\$250	\$250.00
		0	3	18	48	0	0	0	52		\$2,892.00
7	Public Involvement										
	General Coordination & Planning Efforts		16			16		4	36	\$1,532	\$1,532.00
	Access Management Attendance	2	2	4					8	\$432	\$432.00
	Public Meeting Attendance (1 Meeting)	8	8		4	4		4	28	\$1,440	\$1,440.00
	2D Exhibit Preparation		4			24	24		52	\$1,704	\$1,704.00
		10	30	4	4	44	24	8	124		\$5,108.00
8	Right of Way Plans										
	Roadway & Intersection/Entrance Geometrics			12		60	60		132	\$4,260	\$4,260.00
	Storm Drainage Design (H&H)		4	24	80				108	\$4,496	\$4,496.00
	Corridor Refinement				8	120	120		248	\$7,760	\$7,760.00
	Proposed Right of Way and Easement Layouts		8			24		8	40	\$1,504	\$1,504.00
	Field Check with City & Commission	8	4		4	4		4	24	\$1,224	\$1,224.00
	Sheet Updates/Revisions		1	2	4	40	40		87	\$2,784	\$2,784.00
	Quality Assurance/Quality Control (QA/QC)	4	16	8	8				36	\$1,832	\$1,832.00
	Roadway Quantities		4	4	8	16	16		48	\$1,708	\$1,708.00
	Prepare & Submit Preliminary Roadway Cost Estimate		4		10				14	\$616	\$616.00
	Job Special Provisions		8	16					24	\$1,152	\$1,152.00
	Work Day Study		8						8	\$432	\$432.00
		12	57	66	122	264	236	12	769		\$27,768.00
9	Right of Way Acquisition										
	General Coordination and Pre-Acquisition & Progress Meetings		40					40	80	\$3,560	\$3,560.00
	Negotiations & Appraisal Reviews/Coordination		40					980	1020	\$36,460	\$36,460.00
		0	80	0	0	0	0	1020	1100		\$40,020.00
10	Final Design										
	Finalize Roadway & Intersection/Entrance Geometrics		2	8		40	40		90	\$2,948	\$2,948.00
	Storm Drainage Design (H&H)		4		40				44	\$1,816	\$1,816.00
	Finalize Corridor Model				40	60	60		160	\$5,320	\$5,320.00
	Field Check with City & Commission	8	4	8	4	4			28	\$1,444	\$1,444.00
	Final Roadway Plans										
	Sheet: Title Sheet						1		1	\$29	\$29.00
	Sheet: Typical Section						1		1	\$29	\$29.00
	Sheet: Quantity Sheet			2	4	16	16		38	\$1,242	\$1,242.00
	Sheet: Plan and Profile		1	2	4	60	60		127	\$4,024	\$4,024.00
	Sheet: Reference/Coordinate Points						1		1	\$29	\$29.00
	Sheet: Driveway Profile				4	16	16		36	\$1,152	\$1,152.00
	Sheet: Culvert Sections		4			60	60		124	\$3,936	\$3,936.00
	Sheet: Culvert Details		2		12		10		24	\$878	\$878.00
	Sheet: Drainage Data				8		8		16	\$552	\$552.00
	Sheet: Temp Erosion Control			1	4	24	24		53	\$1,693	\$1,693.00

MAN-HOUR ESTIMATE - J8S0836B Route MM JRF to I-44												
Task No.	Description of Work Items / Tasks	Hourly Rate	\$72.00	\$54.00	\$45.00	\$40.00	\$33.00	\$29.00	\$35.00	Total Manhours	Total Labor Fee	Subtotal
		TL	PM/SE	Proj Eng	Assoc Eng	Designer	Sr.Tech	R/W Agent				
	Sheet: Special Sheets			4		24	24			52	\$1,668	\$1,668.00
	Sheet: Roadway Cross Sections					24	24			48	\$1,488	\$1,488.00
	Sheet: Traffic Control Plan				12	16	16			44	\$1,472	\$1,472.00
	Sheet: Pavement Marking & Signing			8		16	16			40	\$1,352	\$1,352.00
	Sheet: Traffic Signal		24	24		32	36			116	\$4,476	\$4,476.00
	Sheet: Lighting			4		8	8			20	\$676	\$676.00
	Sheet: Fiber/Comm			4		8	8			20	\$676	\$676.00
	Quality Assurance/Quality Control (QA/QC)	4	16	8	8					36	\$1,832	\$1,832.00
	Final Roadway Quantities		4	8	8	16	16			52	\$1,888	\$1,888.00
	Prepare & Submit Final Roadway Cost Estimate		4		10					14	\$616	\$616.00
	Prepare & Submit Roadway JSP's		4	8						12	\$576	\$576.00
	Prepare & Submit Workday Study		2							2	\$108	\$108.00
	Prepare & Submit Work zone Impact Analysis Spreadsheet		3							3	\$162	\$162.00
	Prepare & Submit Traffic Management Plan			16						16	\$720	\$720.00
	Prepare & Submit Electronic Deliverables		2				16			18	\$572	\$572.00
		12	76	105	158	424	461	0		1236		\$43,374.00
11	Bidding and Construction											
	Pre-Construction Meeting		4		4	4				12	\$508	\$508.00
	RFI During Construction		4	8	8	24				44	\$1,688	\$1,688.00
	Shop Drawing Review		8	8	16	32				64	\$2,488	\$2,488.00
	Construction Site Visit (1 per Month)		12		12					24	\$1,128	\$1,128.00
		0	28	16	40	60	0	0		144		\$5,812.00
	Total Manhours	107	623	479	802	1,476	1,299	1,044		5,813		
	Total Labor	\$7,704	\$33,642	\$21,555	\$32,080	\$48,708	\$37,671	\$36,540			\$217,900	\$217,900.00

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/epl/s/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. **Verification of DBE Participation:** Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. **Documentation of Good Faith Efforts to Meet the DBE Goal:** The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form for LPA/Consultants Local Federal-aid Transportation Projects

Firm Name (Consultant): Olsson, Inc.

Project Owner (LPA): City of Republic, Missouri

Project Name: Highway MM Expansion J8S0836B

Project Number: J8S0836B

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri’s Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant’s proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

MoDOT Partnership Development Application Form

SECTION A - Applicant Information

App ID: 3841

Three contact names and contact information must be submitted for Transportation Corporations.

Name of Applicant:

City of Republic, Missouri

Other Names Under Which Applicant Does Business:

Business Address:

204 North Main Avenue

Mailing Address (if different from above):

Contact Person Name:

Andrew Nelson

Contact Person Title:

BUILDS Administrator (Community Development/Public Works)

Mailing Address for Contact Person (if different from above):

Telephone:

417-732-3161

Fax:

E-Mail Address:

anelson@republicmo.com

Applicant Information:

Describe Applicant's organizational structure, history, ownership, and legal structure (e.g., individual, state governmental agency, local governmental agency, corporation, or partnership). Attach an annual financial report, if available.

Charter City Government, governed by Mayor and 8 member Council from 4 wards

SECTION B - Project Information

App ID: 3841

1. Project Name

Assign a short name to the project, for purposes of identification. Also include the MoDOT Job Number, if applicable.

State Highway MM Widening, Republic

2. Location

Describe the location of the project, including major intersecting highways and rail routes, cities, towns, metropolitan planning organizations or regional planning commissions. Attach a map as Exhibit I.

State Highway MM from James River Freeway north approximately 1.6 Miles to Interstate 44. This corridor is a part of the MODOT SW District the Ozarks Transportation Organization planning area and wholly within the City Limits of the City of Republic.

3. Description

Describe the purpose and need for the project, its basic design features and what it will accomplish. Include an assessment of the current condition of all transportations facilities relating to the project.

When the application is submitted, a Conceptual Plan is required. This includes the project's purpose and need stating what conditions will be addressed with the project solution or concept. Article 128 of MoDOT's Engineering Policy Guide (EPG) addresses Conceptual Studies for most projects.

If there is a possibility of a significant environmental impact with the project, then an Environmental Assessment (EA) or Environmental Impact Statement (EIS) is required. Article 126 of the EPG defines the requirement of these documents. If the project is within a 4 mile radius of an airport, indicate the name of the airport and name of the city.

These sections from the EPG can be downloaded from the following website:
http://epg.modot.org/index.php?title=Main_Page.

Attach as Exhibit II the Conceptual Plan and EA or EIS, as applicable.

The purpose of the project is to add capacity to unimproved portion of State Highway MM, in order to facilitate the additional traffic and economic growth surrounding the Amazon fulfillment center in Republic. Currently, MM between James River Freeway and I-44 experiences approximately 10,000 AAWDT. The Amazon facility will add approximately 2000 PCE trips alone to the MM corridor. Combined with additional development underway within the vicinity of the MM corridor, the increase in AAWDT is approximately 39,692 trips in the next 5 years. While not all of these trips may directly impact the portion of MM between James River Freeway and I-44, it is important to consider that these are only known developments in the area, and the estimate will most likely increase throughout the 5- year period. Expanding the capacity of MM Highway will further encourage economic development along the corridor. In addition, this corridor is identified as a major north/south connection for the region connecting Christian County to Interstate 44 on the west side of Springfield. Environmental Review is ongoing FHWA has given a preliminary indication that CE2 designation is appropriate for this project scope and there is not a significant impact indicated. This project is within 3 miles of the Springfield-Branson National Airport, Springfield Missouri.

4. Significance and Need

Describe the extent to which the project is regionally significant. Describe the project's ability to generate economic benefits, support commerce, or otherwise enhance the transportation system. Supporting documentation may be attached as Exhibit III.

The project will foster the continued development along the corridor providing the necessary transportation improvements to facilitate the increased traffic volumes. The Amazon fulfillment center will add an additional 1000 jobs. In review are several developments for warehousing/manufacturing use as well as commercial, retail and housing developments that will also create new employment centers along the corridor. Attached is a map showing parcels that are in consideration for development in the Republic area. MM Highway connects both the residential population and commerce to the three major transportation corridors of Missouri including Interstate 44, James River Freeway and the Springfield Airport. The republic area serves several of the regional outlying communities as both a commercial and employment center. Attached are maps showing the ongoing developments and the regional significance.

5. Private Participation

Describe the extent to which the project fosters innovative public-private partnerships, if any, and attracts debt and/or equity investment from private capital. Identify private partners and provide evidence of commitments, joint venture agreements, lease or other supporting documents for the public-private partnerships as Exhibit IV. Also, describe the extent to which the project's debt repayment depends on user charges.

Amazon is concurrently investing \$4.5 Million of private funds in the segment of the highway corridor immediately south of the project limits. Amazon via their Construction agent, Seefried Industrial, has also provided financial securities in the amount of \$450,000 for future intersection improvements. The City is working with additional developers and property owners willing to invest in adjacent streets and intersections if the corridor were to be improved. Including Farm Road 144, Farm Road 140, Carnahan Street and Farm Road 160.

6. Project Acceleration

Estimate and explain the effect of assistance on the project's start and completion dates, the extent to which the project may proceed at an earlier date than would otherwise be possible, and any effects of an accelerated project timeline (e.g., reduced costs or increased benefits).

By securing the full funding through financing the project can be accelerated by at least 3 years. The City is willing to secure the debt in the full project estimate plus a contingency for rising costs of construction in the amount of \$10 million and receive the cost share funds in later years from the Department of Economic Development allocation in total of \$6 Million toward the debt owed. This allows the project funds to be secured by 2022 versus 2025 as based on the available cost share funds being allocated in the amount of \$2 million in three consecutive years not earlier than 2022, 2023, 2024.

7. Timeline

Provide the estimated project schedule from beginning to completion. Show all major aspects of the project including preliminary engineering, right of way acquisition, utilities and construction. Supporting documentation may be attached as Exhibit V.

The proposed schedule is to begin preliminary design in January 2022, with approval in April 2022, and full ROW plans approved by August 2022. ROW acquisition is likely to take 12-18 months. Bid advertisement and letting targeted for February 2024 with Notice to Proceed following immediately thereafter. Construction to be completed by September 2025 provided the preceding dates are met. Based on proposed improvements, profile and current road conditions the project would be phased such that two lanes would remain open at all times other than as

specified or allowed by MODOT. Sample schedule attached for total project duration depending on cost share allocation and authorization to utilize funds.

Project Information	
Who is designing the project?	The City will obtain Engineering Services adhering to policy for procurement of service.
Who is letting the project?	The City will manage the project as part of the LPA program
What is the estimated letting date?	February 2024
Current Average Daily Traffic (ADT)	10062
Future ADT and Year	15,600 ADT Year 2022
Length of project	8,442 LF
Is ROW acquisition required? If yes, who will be acquiring the ROW?	City will acquire the ROW utilizing consultant services and adhering to acquisition policy and process
Extent of scoping completed	Project Estimates and Preliminary ROW plans, typical sections, with proposed widening and existing profiles

SECTION C - Finance Plan

App ID: 3841

1. Estimated Project Cost

- A. Define what is included and excluded from the total project cost (e.g., preliminary engineering, environmental assessment, right of way (ROW) acquisition, ROW acquisition incidentals, utilities, construction contract and/or construction engineering) and describe any costs or activities that may not be eligible.

Project Cost include all necessary facets of project delivery, no ineligible costs or activities are associated at this time. Preliminary cost estimate and scoping provided by the City and not considered as local contribution to overall project costs or to be reimbursed. Relocation of City owned utilities (water and sewer) will be conducted at the expense of the City and not included in project estimate nor considered as local contribution to overall project delivery.

- B. For all eligible costs, provide a breakdown for the following items in the Project Estimates and Funding chart, if applicable: feasibility studies, preliminary engineering, environmental assessment, right of way (ROW) acquisition, ROW acquisition incidentals, utilities, construction contract, and construction engineering. Include other cost categories as necessary. All cost estimates should be expressed on a cash (fiscal year-of-expenditure July to June) basis and should include a narrative describing assumptions used to arrive at such estimates. All future costs should be adjusted for inflation to year-of-expenditure.

Please See attached, note that the City is asking for \$10 million MTFC funds considering the ongoing rising construction costs and inflation for all aspects of the project, however the estimate provided shows that the estimated project costs with contingency are \$9.2 Million.

- C. For all eligible costs provided in B., include who will be providing and funding each item on the Project Estimates and Funding Chart. Funding sources may include federal funds, state grants, local grants, private investment (equity or debt), market value of right of way donations, bond proceeds (general obligation, revenue, and others), other borrowing (specify), investment income, revenues, federal credit assistance proceeds or any other contributions. For each funding source, describe the status (e.g., requested, committed, and received).

The City intends to initially fund the project through MTFC financing in the full amount of \$10 Million, the City is also requesting an allocation of \$6 Million in economic development funds at \$2 Million per year for 3 years in 2022, 2023, 2024 to be paid directly to the debt. The additional \$4 Million will be paid through local funds. The City intends to provide \$2.5 in local transportation funds with an additional \$1.5 million in local transportation funds from Greene County but would provide all necessary local funds if Greene County does not allocate funds through budgeting process. It should be noted that this project was also allocated \$3.2M sponsored by Congressman Long in the transportation infrastructure bill to be approved. If such earmarked funding is made available to match the DED funds, the City would utilize the local funding for further improvements along and adjacent to this corridor and local fund any cost not covered by economic development funds and congressionally earmarked funds.

Project Estimates and Funding Chart

	Current Estimate	Services Provided By	Funded By
Feasibility Studies	Complete \$24,000	Consultant Engineer	City of Republic
Preliminary Engineering	\$682,042.77	Consultant Engineer	City of Republic, Cost Share/Economic Development funds, accelerated by MTFC
Environmental Assessment	In progress	MODOT/FHWA	Included in Preliminary Engineering estimate
ROW Acquisition	\$1,087,247.50	Consultant Engineer	City of Republic, Cost Share/Economic Development funds, accelerated by MTFC
ROW Acquisition Incidentals	\$260,000	Consultant Engineer	City of Republic, Cost Share/Economic Development funds, accelerated by MTFC
Utilities	\$611,254.65	Contractor	City of Republic, Cost Share/Economic Development funds, accelerated by MTFC

Construction Contract	\$6,112,546.50	Contractor, Contract Administration by City of Republic	City of Republic, Cost Share/Economic Development funds, accelerated by MTFC
Construction Engineering	\$454,695.18	Consultant Engineer	City of Republic, Cost Share/Economic Development funds, accelerated by MTFC
Total	\$9,207,886.60		City of Republic, Cost Share/Economic Development funds, accelerated by MTFC

Summary of Financial Responsibilities

MoDOT District Funds	\$50,000 for MoDOT PE Oversight - MoDOT operation budget \$25,000 for MoDOT Oversight ROW Incidentals- MoDOT operation budget \$100,000 for MoDOT
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	Oversight Construction - MoDOT operation budget
Cost Share Funds	\$6 Million Economic development funds requested at \$2 Million per year for three consecutive years to repay project financing from MTFC
Local entity	\$4 Million Local Transportation funds allocated for repayment to MTFC loan amount, plus necessary interest for repayment of MTFC loan
Other	Potential \$3.2M included in Transportation Infrastructure Bill sponsored by Congressman Long
	\$10 Million funding

Total	committed to repayment of MFTC loan
Requesting MTFC loan?	Yes, \$10 Million full project costs to be repaid by economic development cost share funds in later years
Year(s) Cost Share/Economic Funds are requested	\$2 Million 2023 \$2 Million 2024 \$2 Million 2025
If local entity's match includes STP or CMAQ funds, what year are these funds available?	

How are overruns and underruns handled?

Overruns will be funded by the local entity, underruns would result in reduced financing from MTFC and reduced from the contribution of the local funds. Request of \$6 Million of cost share funds would remain in either case. 13% contingency has been included in construction costs at \$9.2M, The request for MTFC financing at \$10M is for inflationary costs in both construction and right of way acquisition, the City would ultimately take responsibility for any costs beyond the \$10M requested with local funding.

2. Revenues To Repay Debt

- A. Sources of Revenue: Describe all revenue sources to be used to repay project financing. Specify the nature of the revenue source (dedicated or not dedicated), the expected rate(s), the base to which such rates will be applied (e.g., retail sales), projected revenues from each source and projected increases or decreases in such revenues over time. Sources should include separate line items, as applicable, for federal grants, state grants, local grants, private investment, market value of right of way donations, bond proceeds

(general obligation, revenue, and others), other borrowing (specify), investment income, federal credit assistance proceeds and any other contributions. For each line item, describe the status of the source (e.g., requested, committed or received). Provide supporting documentation to evidence the status of these funds and projections as Exhibit VI.

- B. Elaborate on existing or anticipated pledges/claims on revenues and provide a brief summary of all claims on the flow of funds.

The City will be funding this \$10 Million initially through MTFC financing with the debt to be repaid through a combination of the Missouri Department of Transportation's Cost Share Program for Economic Development and State Congressionally Directed surface transportation funding that has been requested. This combination of funding would pay the project cost with the City to fund any overruns, accrued interest and additional cost to deliver the project not included in the estimate. \$6 Million in cost share funds are requested as a part of this combination application from the economic development program in the amount of \$2 Million in three consecutive years. Should the \$3.2 Million in congressional funds not be appropriated or provided in a lower amount deficits would be covered through the regular appropriation of sales tax that is not currently committed to future years and is budgeted on an annual basis and approved by the City Council. No additional revenue sources would be tied to this project.

3. Debt

- A. Project Credit Identification for MTFC Loans : Identify the proposed terms and conditions for the loan request: amount, origination date, final maturity date, timing of disbursements, pledged security, repayment sources and lien position.
- B. Total amount of debt being incurred for the project.
- C. Percent of project being funded by MTFC loan.
- D. Estimated debt service schedule and coverage for all project debt.
- E. Provide information on the other types of borrowing, including the form of borrowing (e.g., types of bonds to be issued), the pledged security for such borrowing and anticipated timing of receipt of such funds.
- F. Creditworthiness. Describe the creditworthiness of the project as noted below.
1. Provide year-end audited financial statements for the past three years, as available, as Exhibit VII.
 2. Provide information concerning the ability of the applicant(s) (or any significant public or private partners that pledge to repay or provide funding) to repay all borrowed funds.

3. Provide a copy of existing financing documents, such as a trust indenture agreement, including any rating agency credit reports, for other creditors of the project or a term sheet indicating the proposed features of the anticipated financing documents, as Exhibit VIII.

A. The City will request \$10 Million in MTFC financing to be repaid over 10 years at the applicable program interest rate to fund 100% of project costs. Disbursements of loan amount to be expected incrementally 2022, 2023 and 2024 with the majority of disbursement in 2024. \$6 Million of which will be reimbursed via cost share economic development funds at \$2 Million per year in years 2023, 2024 and 2025. \$3.2 Million if applicable to be paid from congressionally directed surface transportation funding, if not applicable the City would repay the \$3.2 Million over the approved financing term utilizing local sales tax funds not obligated in future years and appropriated annually through budgeting.

SECTION D - Applicant Certification

App ID: 3841

If the project in this application is on the state highway system or will be requesting federal funds, have the appropriate District Office fill out Section D. If not, applicant must complete.

1. **Federal Requirements.** This project complies with, and/or will comply with, the requirements of (check all that apply):

- Title 23 of the U.S. Code
- Chapter 53 of Title 49 of the U.S. Code
- Section 5333(a) of Title 49 of the U.S. Code

2. **National Environmental Policy Act.** The project complies with, and/or will comply with, all provisions of the National Environmental Policy Act of 1969 (42 W.S.C. 4321 et seq.).

Yes No

If no, please explain below.

Draft of CE2 NEPA Documents are already in review by FHWA with indication that CE2 is appropriate for project scope.

The project (check all that apply):

Yes No Received a Categorical Exclusion.

Yes No Received a Finding of No Significant Impact (FONSI)

Yes No Circulated a Draft Environmental Impact Statement.

Yes No Circulated a Final Environmental Impact Statement.

Yes No Received its Record of Decision. (If no, provide on an attached sheet the estimated date for receipt of the Record of Decision.)

- 3. Uniform Relocation.** This project complies with, and/or will comply with, all provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1070 (42 U.S.C. 4601 et seq.)

Yes No

If no, please explain below.

- 4. Civil Rights.** This project complies with, and/or will comply with, all provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.).

Yes No

If no, please explain below.

- 5. Buy America.** This project complies with, and/or will comply with, all provisions of Title 23 of the U.S. Code, Section 313, Buy America.

Yes No

If no, please explain below.

- 6. Manual of Uniform Traffic Control.** This project complies with, and/or will comply with, all provisions of 23 Code of Federal Regulations, Part 655, Subpart F, Manual of Uniform Traffic Control.

Yes No

If no, please explain below.

- 7. Other Requirements as Applicable.** This project complies with, and/or will comply with, all other applicable provisions of federal law.

Yes No

If no, please explain below.

- 8. Lobbying.** Section 1352 of Title 31, United States Code, provides that none of the funds appropriated by any Act of Congress may be expended by a recipient of a contract, grant,

loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, or an employee of a Member of Congress in connection with the award or making of a federal contract, grant, loan, or cooperative agreement or the modification thereof. MoDOT interprets this provision to include the use of appropriated funds to influence or attempt to influence 1) the selection for a secured loan under the MTFC or 2) the funding of a transportation project supported or partially supported by federal funds.

- 9. **Non-refundable application fee.** The fee must be paid at the time of application submission and is non-refundable, unless the MTFC has no funds available.

SECTION E - Submission Acknowledgment

App ID: 3841

As the Applicant or as an authorized representative of the Applicant, I hereby submit this MoDOT Partnership Development Application and represent that the statements contained herein are true and correct to the best of my knowledge. We believe that the assumptions underlying the Financial Plan are reasonable and appropriate. Further, we have made available all significant information that we believe is relevant to the Financial Plan and, to the best of our knowledge and belief, the documents and records supporting the assumptions are appropriate. I also understand that the acceptance and consideration of this application does not constitute approval by the Missouri Highways and Transportation Commission or the Missouri Transportation Finance Corporation. As a Transportation Corporation applicant I hereby attest to being a twenty-one year old registered voter in the state of Missouri.

Project Name: State Highway MM Widening, Republic

* A copy of the signature page is required for the completion of this application. Please print it, sign it and attach below. A signature must be provided by each party of the application.

Signature

Title

Signature (Trans. Corp Only)

Title

Signature (Trans. Corp Only)

Title

Typed or Printed Name

Date

Typed or Printed Name

Date

Typed or Printed Name

Date

**Application requires a letter of support from the MoDOT District Engineer and the Metropolitan Planning Organization or Regional Planning Commission.*

Submit application by clicking on "Submit to the Partnership Group" button below or to: Financial Services Division, Missouri Department of Transportation, P.O. Box 270, Jefferson City, MO 65102 (Phone 573-526-8106)

CCO Form: FS09
 Approved: 03/04 (BDG)
 Revised: 12/17 (MWH)
 Modified: 02/22 (MWH)

Route MM, Greene County
 MoDOT Project No. 8S0836B
 City of Republic
 2021-11-66806

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 ECONOMIC DEVELOPMENT AGREEMENT**

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

WITNESSETH:

WHEREAS, the Entity applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share Program*; and

WHEREAS, on September 23, 2021, the Cost Share Committee approved the Entity's application to the *Cost Share Program* for economic development subject to the terms and conditions of this Agreement.

WHEREAS, on November 3, 2021, the Commission approved the Entity's application to the *Cost Share Program* subject to the terms and conditions of this Agreement.

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

(1) PURPOSE: The purpose of this Agreement is to co-ordinate the participation by the Entity in the cost of the Commission's Project 8S0836B.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

Route MM (Brookline Boulevard) from the Interstate 44 interchange to the Route 360 (James River Freeway) interchange in Republic, Missouri.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Entity and the Commission.

(4) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of

administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(5) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(6) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(7) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(8) PLANS AND CONSTRUCTION: The Entity shall be responsible for preliminary engineering, including preparation of environmental documentation for Commission review, right-of-way acquisition, utility relocations and construction engineering and inspection for the herein improvements. The plans shall be prepared in accordance with and conform to Commission requirements. The Commission will provide engineering oversight of preliminary engineering, right-of-way acquisition and construction. The Commission will also let and administer the project.

(9) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, the Entity shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(10) PERMITS: The Entity shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(11) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal, and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(12) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the Entity of any required goals for participation by DBEs to be included in the Entity's proposal for the work to be performed. The Entity shall submit for Commission approval a DBE goal or plan. The Entity shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(13) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the Entity, and the Entity may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the Entity" is to be substituted. The Entity agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(14) UTILITY RELOCATION:

(A) The Entity shall cooperate with the Commission to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the Entity is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the Entity will pay its obligated portion of the cost.

(B) The Entity shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) In cases of public utilities owned by the Entity which must be moved, adjusted, or altered to accommodate construction of this improvement, and such entity-owned utilities, poles, wires, conduits, and pipes are located within the present Entity's city limits and located on an existing Entity city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the Entity shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the Entity in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's District Engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. The Cost Share eligibility of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(D) Should it be necessary to alter, relocate or adjust any Entity-owned utility facilities outside the present Entity's city limits on public right-of-way or on state highway right-of-way within or outside the Entity's city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the Entity at its sole cost and shall not count toward the Entity's share of the

transportation project costs per the terms of this Agreement.

(E) The Entity agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the Entity will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District Engineer or his authorized representative. The Entity shall take whatever actions that are necessary to assure compliance with this Subsection.

(15) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the Entity agrees as follows:

(A) The total project costs, currently estimated at ten million, forty-eight thousand, four hundred twenty-seven dollars (\$10,048,427), includes preliminary engineering, preliminary engineering review, right of way acquisition and incidentals, right of way review, construction, utilities, construction engineering and construction engineering review. The details of the estimated cost breakdown are listed below and in "Exhibit B", which is attached hereto and made part hereof.

(B) The Entity shall be responsible for thirty-eight and one-half percent (38.5%) of the total project cost. The current estimate of the Entity's responsibilities is three million, eight hundred seventy-three thousand, four hundred twenty-seven dollars (\$3,873,427). Of this amount, the Entity may seek reimbursement for up to a maximum of two million, two hundred ninety-six thousand dollars (\$2,296,000) in federal Surface Transportation Block Grant - Urban (STBG-Urban) program funds distributed by the Ozarks Transportation Organization.

(C) In addition, The Entity shall provide thirty-nine and two tenths percent (39.2%) of the actual cost incurred by providing the services of preliminary engineering, right-of-way incidentals, right-of-way land acquisition, utility relocations, and inspection. The total cost of the above-referenced services is currently estimated to be one million, two hundred thirty-seven thousand, three hundred fifty-seven dollars (\$1,237,357). The Entity may seek reimbursement for up to eighty percent (80%) of the Entity's share of utility relocation costs with STBG-Urban program funds, currently estimated to be four hundred ninety-one thousand, eight hundred twelve dollars (\$491,812).

(D) The remainder of the Entity's financial responsibilities under this Agreement shall be contributed to the project's construction contract. In partial fulfillment of the Entity's financial responsibilities, the Entity agrees the Commission may program any remaining STBG-Urban program funds not used for utility relocations, referenced above, and currently estimated to be one million, eight hundred four thousand, one

hundred eighty-eight dollars (\$1,804,188), and up to the maximum combined programming and reimbursement of STBG-Urban program funds in the amount of two million, two hundred ninety-six thousand dollars (\$2,296,000) as referenced above in paragraph (15)(B). The Entity shall pay for construction costs in cash in an amount currently estimated to be five hundred, thirty-two thousand, five hundred twenty-seven dollars (\$532,527). In addition, the Entity shall pay for construction cost, by remitting a check in the amount of five hundred, thirty-two thousand, five hundred twenty-seven dollars (\$532,527) no later than five (5) days prior to the Commission's advertisement of the project for bids. The check shall be made payable to the *Missouri Highways and Transportation Commission – Local Fund*. If the Entity fails to make any of the required deposits, the Commission is under no obligation to continue with the project.

(E) The Commission will pay for a maximum of sixty-one- and one-half percent (61.5%) of the total project cost, not to exceed six million, one hundred seventy-five thousand dollars (\$6,175,000). Of this amount, the Commission will provide six million dollars (\$6,000,000) from the Commission's Cost Share Program for Economic Development, with two million (\$2,000,000) available in each State Fiscal Year 2022, 2023, and 2024, and preliminary engineering review, right of way review and construction engineering review services by Commission personnel estimated to total one hundred seventy-five thousand dollars (\$175,000).

(F) The Entity shall be responsible for the balance of the project in excess of ten million, forty-eight thousand, four hundred twenty-seven dollars (\$10,048,427). The Commission and the Entity will share cost savings according to their pro rata share.

(G) If, at the time of the letting, the lowest responsive bid is higher than the estimated construction and inspection cost amount, the Entity, upon written notification from the Commission shall remit a check in the amount of its share of the difference between the estimated amount and the lowest responsive bid no later than one (1) day prior to the date of the Commission meeting wherein the subject bid will be considered for award or a later date set by the Commission in its sole discretion. In the event the Commission, in its sole discretion, extends the day the Entity payment is due, it shall notify the entity of the new due date in writing, which shall be binding immediately upon the Entity's receipt of the written notice. The check must be made payable to the *Director of Revenue – Credit Local Fund*. The Commission, in its sole discretion, reserves the right to take action at the said Commission meeting and either reject all bids if the Entity fails to make the payment by the due date, or award the contract to the lowest responsive bidder contingent upon receipt of the additional funds from the Entity by the extended due date. If the Commission makes a contingent award of the contract and the Entity fails to make the required deposit(s) by the extended due date, the contingency of the contract award by the Commission shall be deemed unsatisfied, the award of the contract shall be deemed null and void and the Commission shall be under no obligation to continue with the project.

(16) COMMISSION REIMBURSEMENT OF ENTITY EXPENSES: The Commission will reimburse the Entity for sixty and eight tenths percent (60.8%) of its costs incurred for preliminary engineering, right-of-way incidentals, right-of-way land acquisition, utility relocations, and inspection. The Entity may request progress payments be made for the herein improvements as work progresses but not more than monthly. Progress payments must be at least every 90 days. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The Entity shall repay any progress payments which involve ineligible costs. The Commission will seek federal reimbursement for these costs, and the Entity shall follow all requirements for the use of federal funds in the Commission's *Local Public Agency Manual*.

(17) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the Entity has not paid the vendor prior to receiving reimbursement, the Entity must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(18) COMMINGLING OF FUNDS: The Entity agrees that all funds deposited by the Entity, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the *Local Fund* and credited to the project. If the amount deposited plus any applicable credited interest with the Commission shall be less than the actual obligation of the Entity for this project, the Entity, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds or interest credited to the Entity shall be refunded to the Entity based on its pro rata share of the investment.

(19) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission.

(20) ENTITY RIGHT-OF-WAY USE: The Entity grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the Entity as necessary for construction and maintenance of said public improvement.

(21) CLOSE AND VACATE: The Entity shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(22) LIGHTING

(A) The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No street lighting system shall be installed or maintained by or for the Entity on the improvement without approval of the Commission.

(B) The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the Entity on the improvement without approval of the Commission.

(23) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The Entity shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(24) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The Entity shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the Entity's authority and control of the storm sewer facilities or natural drainage involved.

(25) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(26) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(27) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the

roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(28) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(29) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(30) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(31) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(32) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(33) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(34) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation
 Attn: Steve Campbell, District Engineer
 3025 E. Kearney Street
 Springfield, MO 65803
 Email: steven.campbell@modot.mo.gov

Entity to: City of Republic
 Attn: Andrew Nelson, BUILDS Administrator
 204 North Main Avenue
 Republic, MO 65738
 Email: ANelson@republicmo.com

or to such other place as the parties may designate in accordance with this Agreement.

(35) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(36) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Entity's wrongful or negligent performance of its obligations under this Agreement.

(B) The Entity will require any contractor procured by the Entity to work under this Agreement:

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be

construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(37) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The Entity shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(38) ACCESS TO RECORDS: The Entity and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the Entity receives reimbursement of their final invoice from the Commission.

(39) CONFLICT OF INTEREST: The Entity shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(40) MANDATORY DISCLOSURES: The Entity shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving

*Remainder of Page Intentionally Left Blank; Signatures and Execution Appear on
Following Page*

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

Executed by the on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF REPUBLIC

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

Ordinance No _____

Note: If the Entity is a county with a commission form of government, additional lines need to be inserted to allow all three commissioners to sign the agreement.

EXHIBIT "A" PROJECT LOCATION

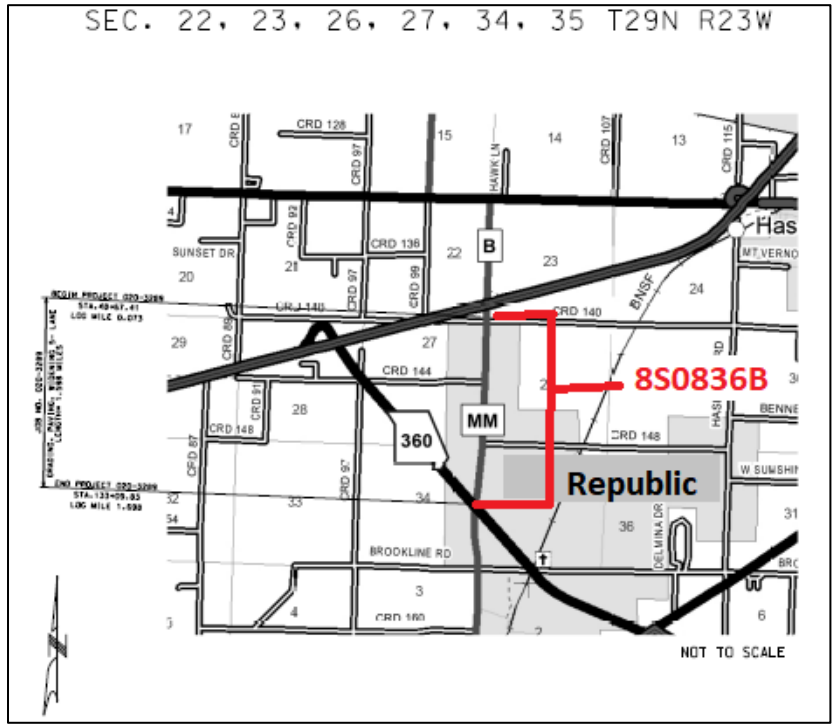


EXHIBIT "B"
PROJECT ESTIMATE AND FUNDING

"Exhibit B"

Project Name: North Route MM Improvements
MoDOT Job Number: 8S0836B
Description: Roadway improvements on Route MM (Brookline Ave.) from I-44 to Route 360 (James River Freeway) in Republic.

Definition of "Total Project" for Cost Apportionment Includes:

Preliminary Engineering	ROW Incidentals	Utilities
ROW	Construction and Non-Contractuals	Construction Engineering
MoDOT Oversight		

Project Estimate

	Current Estimate and Inflation	Cost Apportionment Eligible
Preliminary Engineering	\$ 685,692	\$ 685,692
Right-of-way	\$ 1,136,278	\$ 1,136,278
Right-of-way Incidentals	\$ 260,000	\$ 260,000
Utilities	\$ 614,765	\$ 614,765
Construction w/ Contingency	\$ 6,719,384	\$ 6,719,384
MoDOT Oversight	\$ 175,000	\$ 175,000
Construction Engineering	\$ 457,308	\$ 457,308
Total	\$ 10,048,427	\$ 10,048,427

Project Responsibilities

Preliminary Engineering	City
ROW Acquisition	City
Letting	MoDOT
Inspection	City

Financial Responsibilities

City of Republic - Local	\$ 1,577,427	Total Local Share
City of Republic - STBG-Urban	\$ 2,296,000	\$ 3,873,427
	\$ -	38.5%
MoDOT SW in-kind	\$ 175,000	Total MoDOT Share
MoDOT Cost Share/Eco Dev	\$ 6,000,000	\$ 6,175,000
	\$ -	61.5%

How are overruns and underruns handled?

Entity, City of Republic to pay all costs over \$10,048,427. Underruns will be shared per pro rata share: City 38.5% and MoDOT 61.5%

EXHIBIT "C"
FHWA FORM 1273

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-45 An Ordinance of the City Council Approving a Special Use Permit for Josan Properties Arkansas LLC to Operate a Boat, Vehicle, and Self-Storage Facility on Real Property Located at 3020 U.S. Highway 60.

Submitted By: Chris Tabor, Principal Planner, BUILDS Department

Date: July 19, 2022

Issue Statement

Josan Properties Arkansas LLC has applied for a Special Use Permit to operate a boat, vehicle, and self-storage facility on the property located at 3020 US Hwy 60.

Discussion and/or Analysis

The subject property of this application is comprised of approximately 5.7 acres of land and is zoned General Commercial (C-2). The lot is currently occupied by three existing buildings. These buildings are not, however, present within the bounds of the development plan.

The property is surrounded by:

- General Commercial (C-2) to the East and West
- Planned Development District (PDD) to the South

Applicant's Special Use Permit Request

The Applicant is requesting a Special Use Permit to allow for the development and operation of a Self-Storage Facility of approximately 54,000 SF in total. This Application, were it to be approved, would allow for a future new commercial application in line with the proposed development plan.

Compatibility with City's Special Use Ordinance

The City's Special Use Permit Ordinance, Section 405.670, authorizes, upon approval of the City Council, uses which are otherwise prohibited by the subject zoning district provided appropriate conditions and safeguards which may be imposed to protect the public welfare and to conserve and protect the condition and value of property in the neighborhood. Special Use Permits are required by Section 405.670 for Boat, Vehicle, and Self-Storage Facilities.

In addition, the operator of the site will be required to have a valid business license on file with the City prior to conducting business.

Municipal Water and Sewer Service: This site currently has access to City of Republic water and sanitary sewer services. Determinations as to the exact placement of water and sewer infrastructure will be made during the review process for a New Commercial Building Permit. Additional hydrants will be placed on the site to ensure the Fire Department can provide adequate coverage.

The City's Water and Wastewater systems have the capacity to serve the site improvement.

Stormwater: A Stormwater Report will be required during the development of the project.

Duration: This Special Use Permit, if approved, would remain valid until a change in use or in the configuration of the use occurred. Changes in use or configuration would void the Special Use Permit. Furthermore, the Applicant is required to abide by the various elements outlined in the submitted Site Plan as well as any additional conditions that may be placed on the permit at City Council's request. Design review of site improvements would occur during the review phase of the building permit application process.

Transportation: A Traffic Impact Study (TIS) was required previously for the development of this property. Improvement of the site in the manner described by this application will necessitate meeting the recommendations made by the TIS. The easternmost commercial entrance will be removed, as required by the TIS, MODOT, and the City of Republic for compliance with the safety standards and adopted plans of these organizations. The site will utilize the westernmost commercial entrance to the property to serve these (and any future) site improvements.

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

Sinkholes: The subject parcel **does not** contain any **sinkholes**. A geotechnical report has been conducted on a sinkhole previously believed to be onsite, which places the rim off of the subject property.

Recommended Action

Staff considers the **proposed Special Use Permit** request for a Storage Facility in a General Commercial (C-2) Zoning District, located at 909 North College Avenue, to be **generally consistent with the City's Special Use Permit Ordinance** and **able to be adequately served by the City's transportation network and the City's municipal facilities**. The BUILDS Department's analysis is performed without the benefit of evidence and testimony of a Public Hearing and **does not account for the discretionary authority of the City Council to limit the placement and number of storage facilities in the City**.

Development of the subject parcel will require adherence to the City's adopted Plans and Ordinances; the next step in the process of development of the subject parcel, upon a favorable Special Use Permit outcome, will be the development, review, and approval of a Commercial Building Permit.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING A SPECIAL USE PERMIT FOR
JOSAN PROPERTIES ARKANSAS LLC TO OPERATE A BOAT, VEHICLE, AND SELF-STORAGE FACILITY
ON REAL PROPERTY LOCATED AT 3020 U.S. HIGHWAY 60**

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, Josan Properties Arkansas LLC (“Applicant”) submitted an application for a Special Use Permit (“Application”) that would allow Applicant to operate a boat, vehicle, and self-storage facility on approximately 5.7 acres of real property located at 3020 U.S. Highway 60 in Republic, Missouri (“the Property”); and

WHEREAS, Republic Code Section 405.670 provides the City Council may authorize certain land uses on real property that are otherwise prohibited under Republic Code, subject to conditions and/or safeguards designed to protect the public welfare and to conserve and protect the condition and value of property in the surrounding area, as deemed necessary and/or appropriate by the Council; and

WHEREAS, under Section 405.670, a special use permit is required for any individual or entity to operate a boat, vehicle, and/or self-storage facility; and

WHEREAS, the City submitted the Application to the Planning and Zoning Commission (“Commission”) and set a public hearing before the Commission for July 11, 2022; and

WHEREAS, notice of the time and date of the public hearing before the Commission was published at least fifteen (15) days in advance thereof, on June 22, 2022, in the *Greene County Commonwealth*, a newspaper of general circulation in the City, and such notice was sent via mail to those property owners within 185 feet of the land subject to the proposed special use under the Application; and

WHEREAS, the public hearing on the Application was conducted by the Commission on July 11, 2022, at which all interested persons and entities were afforded the opportunity to present evidence or statement, and after which the Commission rendered written findings of fact and submitted those along with its recommendations to the Council; and

WHEREAS, the Commission, by a vote of six (6) Ayes to zero (0) Nays, recommended the approval of the Application; and

WHEREAS, the Application was submitted to the Council for first read at its regular meeting on July 19, 2022, and for second read at its regular meeting on July 26, 2022; and

WHEREAS, pursuant to Republic Code Section 405.670, the Council finds the proposed special use will not endanger the public’s health or safety, is in conformity with the City’s Comprehensive Plan and other adopted plans currently in place, and will generally be in harmony with the surrounding uses, and therefore approves the Special Use Permit for Applicant.

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

Section 1: A Special Use Permit is hereby approved for issuance to Josan Properties Arkansas LLC to operate a boat, vehicle, and self-storage facility on real property located at 3020 U.S. Highway 60 in Republic, Missouri, more specifically described as follows:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 28 NORTH, RANGE 23 WEST, REPUBLIC, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10 (CORNER DOCUMENT 600-71898); **THENCE** NORTH 01°52'11" EAST, ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1333.77 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10; **THENCE** NORTH 88°21'31" WEST, ALONG THE QUARTER QUARTER SECTION LINE, A DISTANCE OF 1332.93 FEET TO THE **POINT OF BEGINNING**; **THENCE** CONTINUING NORTH 88°21'31" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER, A DISTANCE OF 447.78 FEET; **THENCE** NORTH 01°39'03" EAST A DISTANCE OF 406.88 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF HIGHWAY 60; **THENCE** NORTH 57°22'39" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 497.61 FEET; **THENCE** SOUTH 82°41'46" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 30.91 FEET; **THENCE** SOUTH 01°09'48" WEST A DISTANCE OF 684.02 TO THE **POINT OF BEGINNING**

Section 2: The following conditions and safeguards are hereby incorporated into the Special Use Permit issued under this Ordinance:

- A. The Application.
- B. Municipal Water and Sewer Service:
 - i. The Property currently has access to City water and sanitary sewer services.
 - ii. Additional hydrants shall be installed on the Property to ensure the Fire Department can adequately service the Property as needed.
- C. Stormwater:
 - i. All special restrictions and/or other conditions set forth in zoning code requirements shall apply.
- D. Duration:
 - i. The Special Use Permit shall remain valid until a change in use or in the configuration of the use occurs, which will void and invalidate the Special Use Permit.
- E. Transportation:
 - i. The easternmost commercial entrance to the Property shall be removed in accordance with the approved preliminary plat.
 - ii. The Property shall utilize the westernmost commercial entrance to serve these (and any future) improvements to the Property.

- F. Other Requirements:
 - i. Applicant must submit an Application for a New Commercial Building Permit demonstrating conformance with all applicable City code and regulations, including, but not limited to, the City’s Zoning Regulations, Building Codes and Regulations and Fire Code, and comply with all procedural requirements for obtaining the appropriate building and other permits required for development of the storage facility.

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

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

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

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

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



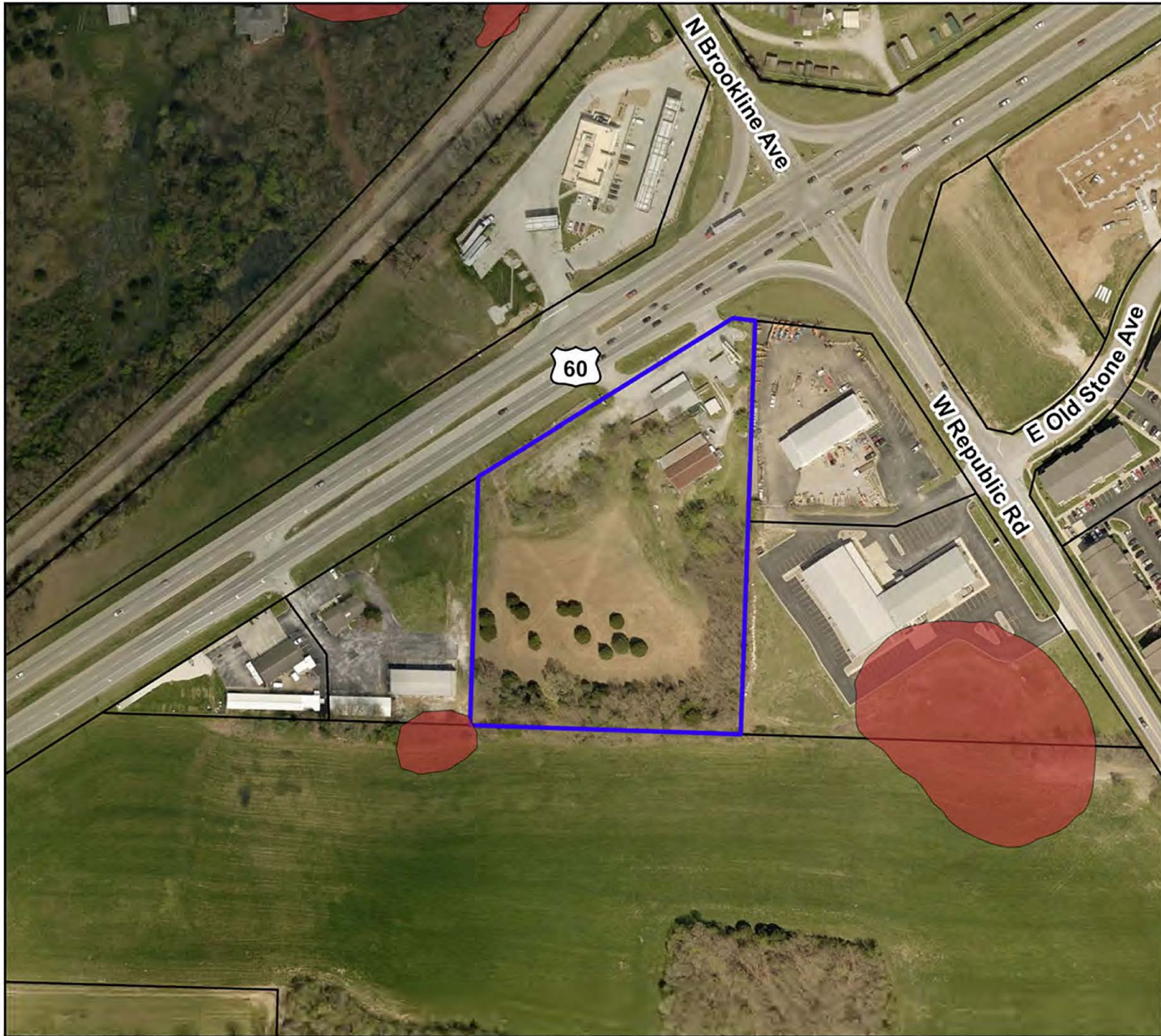
Megan McCullough, City Attorney

Final Passage and Vote:

SU 22-003: Josan Properties Arkansas LLC

Item 11.

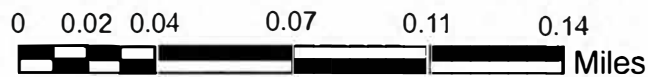
Vicinity Map



Legend

- Josan Properties Arkansas LLC
- Parcels
- Sinkhole
- Floodplain

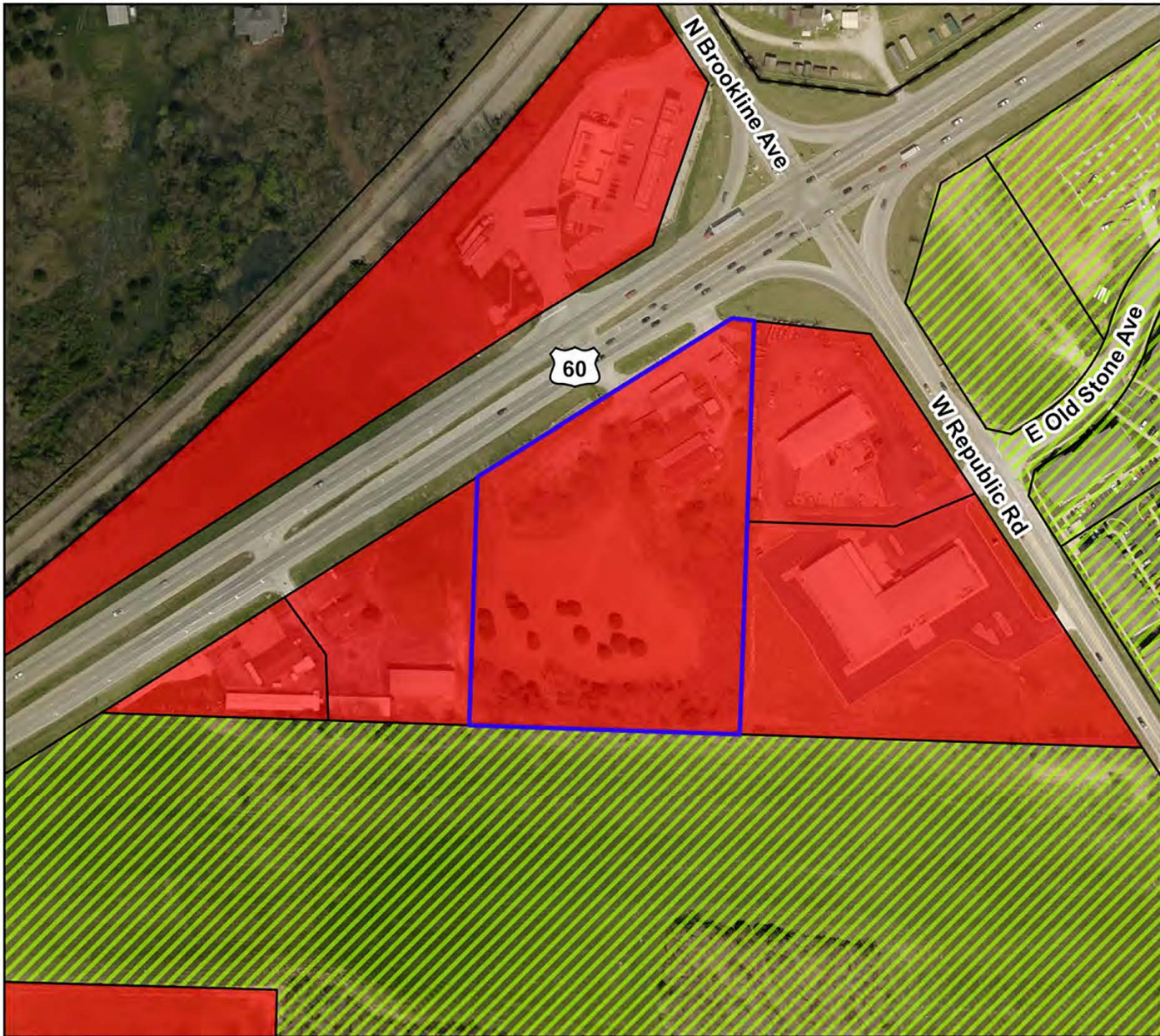
Parcel Owner: Josan Properties Arkansas LLC
Parcel Location: 3020 US Hwy 60
Area: 5.7 Acres
Zoning: General Commercial (C-2)



SU 22-003: Josan Properties Arkansas LLC

Item 11.

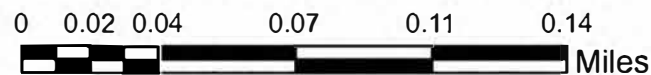
Zoning Map

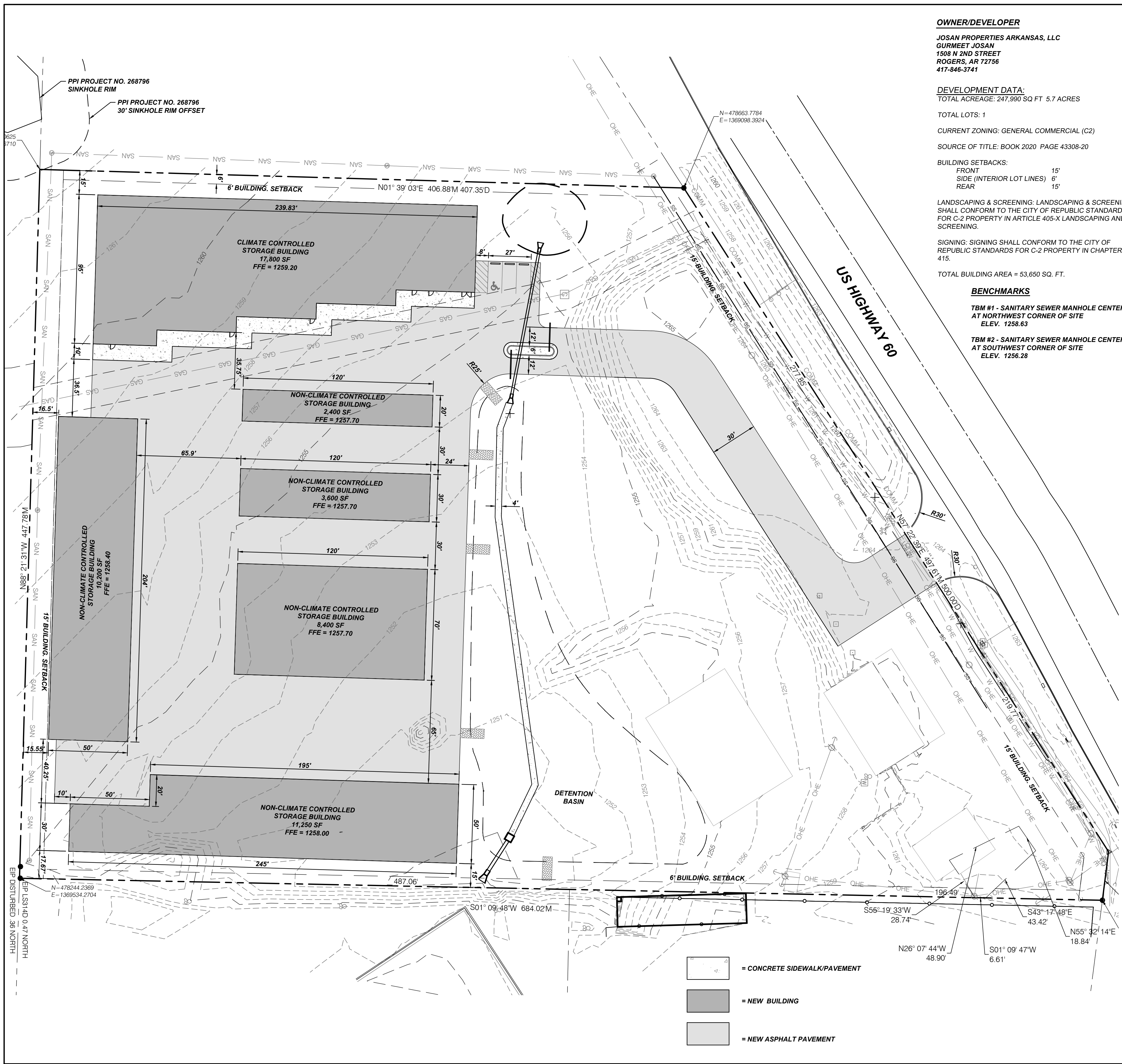


Legend

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

Parcel Owner: Josan Properties Arkansas LLC
 Parcel Location: 3020 US Hwy 60
 Area: 5.7 Acres
 Zoning: General Commercial (C-2)





OWNER/DEVELOPER
JOSAN PROPERTIES ARKANSAS, LLC
 GURMEET JOSAN
 1508 N 2ND STREET
 ROGERS, AR 72756
 417-846-3741

DEVELOPMENT DATA:
 TOTAL ACREAGE: 247,990 SQ FT 5.7 ACRES
 TOTAL LOTS: 1
 CURRENT ZONING: GENERAL COMMERCIAL (C2)
 SOURCE OF TITLE: BOOK 2020 PAGE 43308-20

BUILDING SETBACKS:
 FRONT 15'
 SIDE (INTERIOR LOT LINES) 6'
 REAR 15'

LANDSCAPING & SCREENING: LANDSCAPING & SCREENING SHALL CONFORM TO THE CITY OF REPUBLIC STANDARDS FOR C-2 PROPERTY IN ARTICLE 405-X LANDSCAPING AND SCREENING.

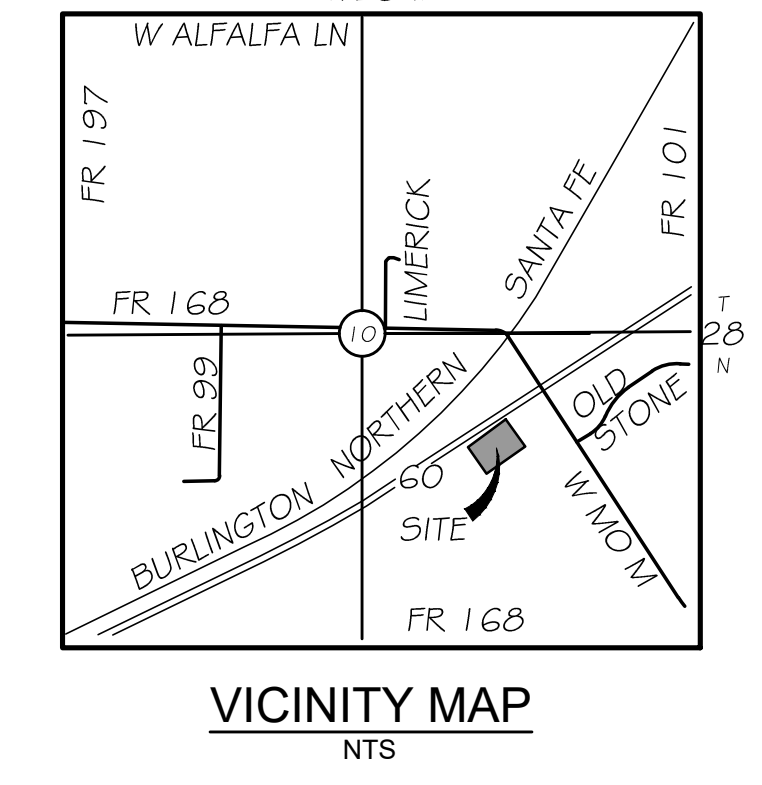
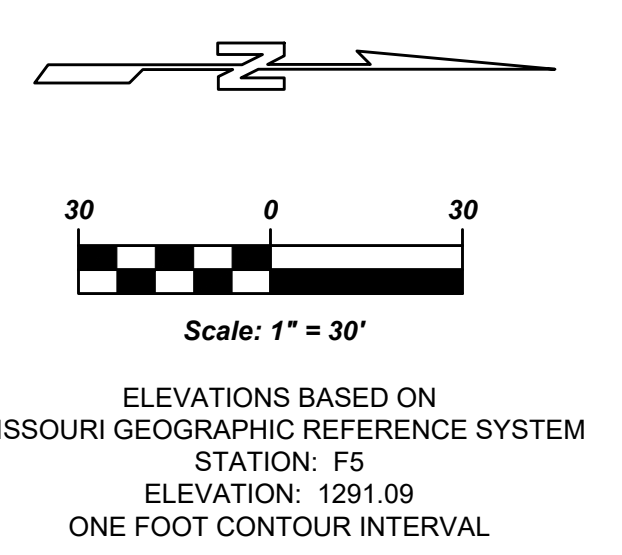
SIGNING: SIGNING SHALL CONFORM TO THE CITY OF REPUBLIC STANDARDS FOR C-2 PROPERTY IN CHAPTER 415.

TOTAL BUILDING AREA = 53,650 SQ. FT.

BENCHMARKS

TBM #1 - SANITARY SEWER MANHOLE CENTER AT NORTHWEST CORNER OF SITE
 ELEV. 1258.63

TBM #2 - SANITARY SEWER MANHOLE CENTER AT SOUTHWEST CORNER OF SITE
 ELEV. 1256.28



PROPERTY DESCRIPTION: BOOK 2020 PAGE 43308-20
 BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION TEN, TOWNSHIP TWENTY-EIGHT, RANGE TWENTY-THREE, THENCE WEST 441.4 FEET; THENCE NORTH 407.35 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY "168"; THENCE NORTHEASTERLY 500 FEET; THENCE SOUTHEASTERLY 27.8 FEET TO THE EAST LINE OF NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10; THENCE SOUTH 684.7 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART THEREOF TAKEN, DEEDED OR USED FOR ROAD PURPOSES. ALSO, A STRIP OF LAND APPROXIMATELY THREE FEET IN WIDTH EAST AND WEST AT THE NORTHERN POINT AND 7.4 FEET EAST AND WEST AT THE SOUTHERN POINT, AND 684.7 FEET NORTH AND SOUTH SAID TRACT BEING A STRIP OF LAND ADJACENT TO AND IMMEDIATELY EAST OF THE ABOVE DESCRIBED PROPERTY.

PROPERTY DESCRIPTION: AS SURVEYED

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 28 NORTH, RANGE 23 WEST, REPUBLIC, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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UTILITY COMPANIES

SANITARY SEWER:
 LIBERTY
 CITY OF REPUBLIC
 213 N MAIN ST.
 REPUBLIC, MO 65738
 (417) 732-3100

ELECTRIC:
 LIBERTY
 602 S JOPLIN AVE
 JOPLIN, MO 64801
 (800) 206-2300

WATER:
 CITY OF REPUBLIC
 213 N MAIN ST.
 REPUBLIC, MO 65738
 (417) 732-3100

GAS:
 SPIRE MISSOURI
 700 MARKET STREET
 ST LOUIS, MO 63101
 (417) 682-1681

AT&T
 TEL. (417) 836-2652

CENTURYLINK
 110 E. HADLEY
 REPUBLIC, MO 65738
 TEL. (417) 860-4526

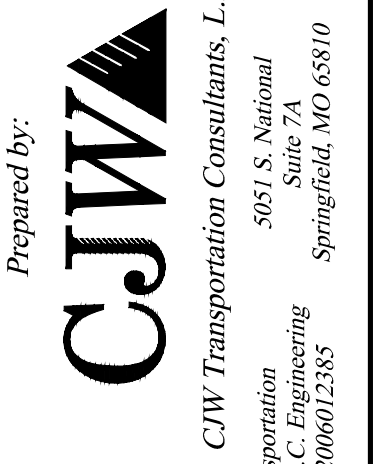
FLOOD STATEMENT:

ACCORDING TO FEMA COMMUNITY-PANEL NUMBER 29077C0318E, DATED DECEMBER 16TH, 2010 THE PROPERTY IS LOCATED IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

LEGEND

- IRON PIN SET CAPPED "LC 2007008003"
- EXISTING IRON PIN
- △ EXISTING RIGHT-OF-WAY MARKER
- M MEASURED
- P PLATTED
- D DEEDED
- WATER LINE
- GAS LINE
- SAN SANITARY SEWER
- OHE OVERHEAD ELECTRIC LINE
- UGE UNDERGROUND ELECTRIC LINE
- COMM UNDERGROUND COMMUNICATION LINE
- FO FIBER-OPTIC CABLE
- CHAIN LINK FENCE
- WOOD PRIVACY FENCE
- BARBED WIRE FENCE
- ⊠ ELECTRIC TRANSFORMER
- ⊙ SANITARY SEWER MANHOLE
- ⊙ STORM SEWER MANHOLE
- ⊙ WATER MANHOLE
- ⊠ TELEPHONE PEDESTAL
- ⊠ FIRE HYDRANT
- ⊠ WATER VALVE
- ⊠ GAS VALVE
- ⊠ GAS METER
- ⊠ POWER POLE
- ⊠ ELECTRIC METER
- ⊠ GUY ANCHOR
- ⊠ PULL BOX
- ⊠ 2 PED
- ⊠ WATER METER
- ⊠ GAS METER
- ⊠ AIR CONDITIONER
- ⊠ SIGN
- ⊠ LIGHT POLE
- ⊠ POST
- ⊠ MAIL BOX
- ⊠ TREE DECIDUOUS
- ⊠ TREE EVERGREEN

- = CONCRETE SIDEWALK/PAVEMENT
- = NEW BUILDING
- = NEW ASPHALT PAVEMENT



STORGAE COMPLEX
US HIGHWAY 60
REPUBLIC, MO

No.:	Description:	
SURVEY BY:	CJW	
DATE:	DATE	
DWG:	6-28-22	
DESIGN:	CJW	
DRAWN:	CJW	
CHECKED:	CJW	
SCALE HOR.:	N/A	
SCALE VERT.:	N/A	

SPECIAL USE EXHIBIT

SHEET NO. **01**
 CJW NO. 21001 OF 01



Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00PM

Type of Application:

Special Use Permit

Name of Applicant:

Josan Properties Arkansas LLC (SU 22-003)

Location:

3030 US HWY 60

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

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

Statement of Relevant Facts Found:

5.7 acres C-2 to special use
TIS previously done - Remove 1 entrance
RIPRO entrance for this side but keep median open for other side

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

Approval Denial

Commissioner Name:

Brian Debraun

Commissioner Signature:

[Signature]

Date:

7-11-22

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00PM

Type of Application:

Special Use Permit

Name of Applicant:

Josan Properties Arkansas LLC (SU 22-003)

Location:

3030 US HWY 60

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

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

§ Statement of Relevant Facts Found:

[Empty box for Statement of Relevant Facts Found]

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

Approval Denial

Commissioner Name:

Michael Mann

Commissioner Signature:

[Handwritten Signature]

Date:

7/11/2022

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00PM

Type of Application:

Special Use Permit

Name of Applicant:

Josan Properties Arkansas LLC (SU 22-003)

Location:

3030 US HWY 60

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

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

Statement of Relevant Facts Found:

Civil Engineer up Owner
No other speakers

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

- Approval Denial

Commissioner Name:

John Alexander

Commissioner Signature:

Date:

7/11/22

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00PM

Type of Application:

Special Use Permit

Name of Applicant:

Josan Properties Arkansas LLC (SU 22-003)

Location:

3030 US HWY 60

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

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

Statement of Relevant Facts Found:

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

Approval Denial

Commissioner Name:

CYNTHIA HYDER

Commissioner Signature:

C. Hyder

Date:

7/11/2022

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00PM

Type of Application:

Special Use Permit

Name of Applicant:

Josan Properties Arkansas LLC (SU 22-003)

Location:

3030 US HWY 60

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

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

Statement of Relevant Facts Found:

[Empty box for Statement of Relevant Facts Found]

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

Approval Denial

Commissioner Name:

PINNELL

Commissioner Signature:

[Handwritten Signature]

Date:

7/11/2022

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00PM

Type of Application:

Special Use Permit

Name of Applicant:

Josan Properties Arkansas LLC (SU 22-003)

Location:

3030 US HWY 60

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

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

Statement of Relevant Facts Found:

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

Approval Denial

Commissioner Name:

Ryan Ellis #4

Commissioner Signature:

Ryan Ellis

Date:

7/11/22



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-46 An Ordinance of the City Council Approving Amendment of the Zoning Code and Official Map by Changing the Classification of Approximately 28.88 Acres of Property, Located at the 7200 Block of West Farm Road 170, from Agricultural (AG) and General Commercial (C-2) to Kirkwood Estates Planned Development District (PDD).

Submitted By: Karen Haynes, Assistant BUILDS Administrator

Date: July 19, 2022

Issue Statement

Kyle Kirk and Kirk Werks, LLC have applied to change the Zoning Classification of approximately (28.88) acres of property located at the 7200 Block of West Farm Road 170 from Agricultural (AG) and General Commercial (C-2) to **Kirkwood Estates Planned Development District (PDD)**.

Discussion and/or Analysis

The property subject to this Rezoning Application is comprised of approximately **(28.88) acres** of land located at the 7200 Block of West Farm Road 170. The properties to the north of West Farm Road 170 is currently zoned General Commercial (C-2) and consists of two existing parcels, the western parcel is used as an Auto Repair Shop and the eastern parcel is vacant; the properties to the south of Farm Road 170 are zoned Agricultural (AG) and are both vacant.

Applicant's Proposal

The Applicant is proposing the Rezoning of this property to a Planned Development District (PDD) to allow for a residential and commercial mixed-use development consisting of one area (Block C) of Single-Family Dwellings (11.84 acres) and two areas (Block A and Block B) of General Commercial Lots (3.84 and 5.52 acres), and Detention Areas to serve the development. The Development Plan also contains new water, sanitary sewer, and stormwater systems to support the development, the required Secondary Arterial Street (Bailey Avenue), and Local Streets to support the development.

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

- **Block A: General Commercial (C-2)**
 - Note: Compliance with the General Commercial (C-2) District Regulations
 - Total Area: 3.84 acres
 - Total Lots: 3
 - Permitted Uses: General Commercial (C-2)

- **Block: General Commercial (C-2)**
 - Note: Compliance with the General Commercial (C-2) District Regulations
 - Total Area: 6.52 acres
 - Total Lots: 3
 - Permitted Uses: General Commercial (C-2)
- **Block C: Medium Density Single-Family Residential**
 - Note: Compliance with the Medium Density Single-Family Residential District (R1-M) Regulations
 - Total Area: 11.84 acres
 - Total Lots: 49
 - Permitted Uses: Single-Family Residential
 - Density: 4.1 Dwelling Units/Acre

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

Consistency with the Planned Development District (PDD) Ordinance

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

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

- The proposed Development Plan shall involve a mixture or variation of land uses or densities.
 - Kirkwood Estates is a residential and commercial mixed-use development consisting of single-family and commercial lots
- The proposed Development Plan shall involve the provision of all infrastructure deemed necessary to adequately serve the potential development.
 - The Kirkwood Estates PDD Development Plan includes provisions for municipal water and sewer services, a plan for stormwater management, and the construction and dedication of a Secondary Arterial Street (Bailey Avenue), identified in the City's Major Thoroughfare Plan.
- The proposed Development Plan shall involve design elements that promote the City of Republic's Comprehensive Plan and other adopted plans of the City.
 - The City of Republic's Comprehensive and Land Use Plans promote the expansion of commercial and residential development at locations supported by the City's water, sanitary sewer, and transportation networks; the Kirkwood Estates Development can be adequately supported by the City's capacities for water, sewer, and transportation.

- The proposed Development Plan shall involve design elements intended to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to preserve features of historical significance; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public improvements.
 - The Kirkwood Estates Development Plan includes the construction of a Secondary Arterial City Street (Bailey Avenue) identified on the City's Major Thoroughfare Plan. The street will connect the development from East US Highway 60 to West Farm Road 170 and then to the south property line of the development.

Consistency with the Comprehensive Plan

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

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

- **Goal:** Support market conditions to develop a greater variety of residential options
 - **Objective:** Support a variety of housing developments and styles to ensure a range of options are available
- **Goal:** Support new development that is well-connected to the existing community
 - **Objective:** Encourage development that improves and expands upon existing infrastructure
 - **Objective:** Promote development aligning with current adopted plans of the City
 - **Objective:** Support the development of vacant parcels as opportunities for densification that is harmonious with surrounding development
- **Goal:** Recognize potential infill sites as opportunities for development
 - **Objective:** Support the development of vacant parcels as opportunities for densification that is harmonious with surrounding development

Compatibility with Surrounding Land Uses

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

- North: East US Highway 60
- South: Greene County Agricultural
- East: Medium Density Single-Family Residential (R1-M); Greene County General Commercial
- West: Greene County General Commercial and General Commercial (C-2)

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

Capacity to Serve Potential Development and Land Use

Municipal Water and Sewer Service: Portions of the proposed development are currently served by City of Republic sanitary sewer and water service; the remaining portions of the development not currently served by these utilities are in proximity to these services.

The proposed development will connect to existing gravity sanitary sewer mains in the area; the effluent will travel from the development to the McElhaney Lift Station and then to the Shuyler Creek Lift Station before being pumped to the Wastewater Treatment Facility.

The development will be served via a looped water system, connecting to existing water mains parallel to East US Highway 60 and West Farm Road 170 and to an existing water main located in the subdivision to the east. The exact location and size of the water mains required to serve the development will be determined during the infrastructure design process.

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

Transportation: The Development Plan includes the construction and dedication of a new Secondary Arterial within the development area, known as Bailey Avenue, identified in the City's Major Thoroughfare and Transportation Plans, in addition to multiple Local Streets to serve Lots within the development.

The Applicant provided a Traffic Impact Study (TIS) Memo, reviewed by MODOT and the City of Republic, to analyze the impact of the traffic generated from the proposed development. The results of the TIS Memo indicate the development warrants a Right-In/Right-Out (RIRO) at the intersection with East US Highway 60. These improvements are required during the initial phase of construction of Bailey Avenue from West Farm Road 170 to East US Highway 60. The transportation improvements required to support the development are the responsibility of the Developer.

MODOT is currently conducting a Corridor Study of East US Highway 60, which may identify additional improvements impacting this development; any improvements identified by MODOT outside of the required RIRO will be improvements by MODOT.

The City will be working with MODOT and the Applicant throughout the development process, including during construction of the required transportation improvements to support the development.

No parcel within the development will have direct access to East US Highway 60 or West Farm Road 170.

Stormwater: The Development Plan contains areas designated for stormwater retention/detention, designed to accommodate stormwater generated by the development. Additional stormwater areas and/or easements may be required through the engineering design process. The stormwater

retention/detention areas, drainage easements, and all open space/common areas will be owned and maintained by the Developer and/or a Property Owners Association.

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

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

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

Recommended Action

Staff considers the **proposed Zoning Map Amendment (Rezoning to Planned Development District)** to be generally consistent with the **goals and objectives of the Comprehensive and Land Use Plans**, generally consistent with the **trend of development in the vicinity of the site**, generally **compatible with surrounding land uses**, and **able to be adequately served by municipal facilities**. Specifically, the proposed development can be adequately served by the City's municipal water and sanitary sewer services and the City's transportation network. Based upon this analysis (performed without the benefit of evidence and testimony of a public hearing), Staff recommends the approval of this application.

AN ORDINANCE OF THE CITY COUNCIL APPROVING AMENDMENT OF THE ZONING CODE AND OFFICIAL MAP BY CHANGING THE CLASSIFICATION OF APPROXIMATELY 28.88 ACRES OF PROPERTY, LOCATED AT THE 7200 BLOCK OF WEST FARM ROAD 170, FROM AGRICULTURAL (AG) AND GENERAL COMMERCIAL (C-2) TO KIRKWOOD ESTATES PLANNED DEVELOPMENT DISTRICT (PDD)

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, Kyle Kirk and Kirk Werks, LLC (together, “Applicant”) submitted an application to the City’s BUILDS Department to rezone certain real property consisting of approximately 28.88 acres, located at the 7200 Block of West Farm Road 170, from Agricultural (AG) and General Commercial (C-2) to Kirkwood Estates Planned Development District (PDD); and

WHEREAS, Applicant additionally sought approval of a development plan for the Kirkwood Estates Planned Development District (“Development Plan”); and

WHEREAS, the City submitted the application and Development Plan to the Planning and Zoning Commission and set a public hearing on the application for July 11, 2022; and

WHEREAS, a notice of the time and date of the public hearing on the application was given by publication on Wednesday, June 22, 2022, in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the date set for the public hearing; and

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

WHEREAS, the public hearing on the application was conducted by the Planning and Zoning Commission on July 11, 2022, at which all interested persons and entities were afforded the opportunity to present evidence or statement on the application, after which the Commission rendered written findings of fact and submitted the same, together with its recommendations, to the Council; and

WHEREAS, the Planning and Zoning commission, by a vote of 6 Ayes to 0 Nay, recommended the approval of such application for rezoning; and

WHEREAS, the application and Development Plan was submitted to the City Council for first read at its regular meeting on July 19, 2022, and second read at its regular meeting on July 26, 2022, after which the City Council voted to approve the application and amend the Zoning Code accordingly.

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

Section 1: The Zoning Code and Official Zoning Map are hereby amended to reflect the rezoning of the real property tract comprising of approximately 28.88 acres, located at the 7200 Block of West Farm Road 170, more fully described in the

legal description herein below, from Agricultural (AG) and General Commercial (C-2) to Kirkwood Estates Planned Development District (PDD):

BLOCK A DESCRIPTION:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 28, RANGE 23 WEST IN GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING COTTON PICKER SPINDLE MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 28 NORTH, RANGE 23 WEST; THENCE N01°54'00"W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, 20.00 FEET; THENCE LEAVING SAID EAST LINE, N88°29'47"W, 667.50 FEET TO A 5/8-INCH IRON PIN (CAPPED "PLS-2007017965") ON THE NORTH RIGHT-OF-WAY LINE OF FARM ROAD 170; THENCE N1°54'00"W, 20.00 FEET TO A 5/8-INCH IRON PIN (CAPPED "PLS-2007017965"); THENCE N88°29'47"W ALONG SAID RIGHT-OF-WAY LINE, 202.98 FEET TO A 5/8-INCH IRON PIN (CAPPED "PLS-2007017965") FOR THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN; THENCE N88°29'28"W, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 463.11 FEET TO A 5/8-INCH IRON PIN (CAPPED "PLS-2007017965"); THENCE N1°55'25"E, A DISTANCE OF 340.21 FEET TO A 5/8-INCH IRON PIN (CAPPED "PLS-2007017965") ON THE SOUTH RIGHT-OF-WAY LINE EAST BOUND US HIGHWAY 60; THENCE N64°20'48"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF EAST BOUND US HIGHWAY 60, A DISTANCE OF 522.13 FEET TO A 5/8-INCH IRON PIN (CAPPED "PLS-2007017965"); THENCE S1°53'41"W, A DISTANCE OF 636.48 FEET TO THE POINT OF BEGINNING, CONTAINING 4.9 ACRES.

BLOCK B DESCRIPTION:

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28, RANGE 23 WEST IN GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A SURVEY MONUMENT CAPPED "PLS2190" MARKING THE SOUTHWEST CORNER OF LOT 14 OF OLDE TOWN AT THE KERR PLACE SUBDIVISION; THENCE N88°20'38"W, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28, RANGE 23, A DISTANCE OF 588.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N88°20'38"W, ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 215.20 FEET TO A SURVEY MONUMENT; THENCE N1°44'21"E, A DISTANCE OF 1309.32 FEET TO A SURVEY MONUMENT ON THE SOUTH RIGHT-OF-WAY LINE OF FARM ROAD 170; THENCE S88°07'01"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 218.98 FEET; THENCE S1°54'17"W, A DISTANCE OF 1308.46 FEET TO THE POINT OF BEGINNING, CONTAINING 6.5 ACRES.

BLOCK C DESCRIPTION:

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28, RANGE 23 WEST IN GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A SURVEY MONUMENT CAPPED "PLS 2190" MARKING THE SOUTHWEST OF LOT 14 OF OLDE TOWN AT THE KERR PLACE SUBDIVISION. THENCE N1°52'33"E, ALONG THE WEST LINE OF SAID SUBDIVISION, A DISTANCE TO 1306.13 FEET; THENCE N88°07'01"W, A DISTANCE OF 507.72 FEET; THENCE S01°54'17"W, A DISTANCE OF 1308.15 FEET TO A POINT ON THE SOUTH

LINE OF THE NE1/4 OF THE NW1/4 OF SECTION 15, TOWNSHIP 28, RANGE 23;
THENCE S88°20'38"E, A DISTANCE OF 508.38 FEET TO THE POINT OF BEGINNING,
CONTAINING 15.3 ACRES.

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

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

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

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

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



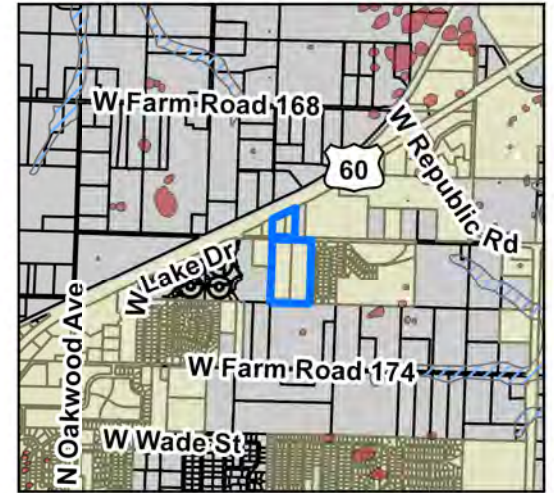
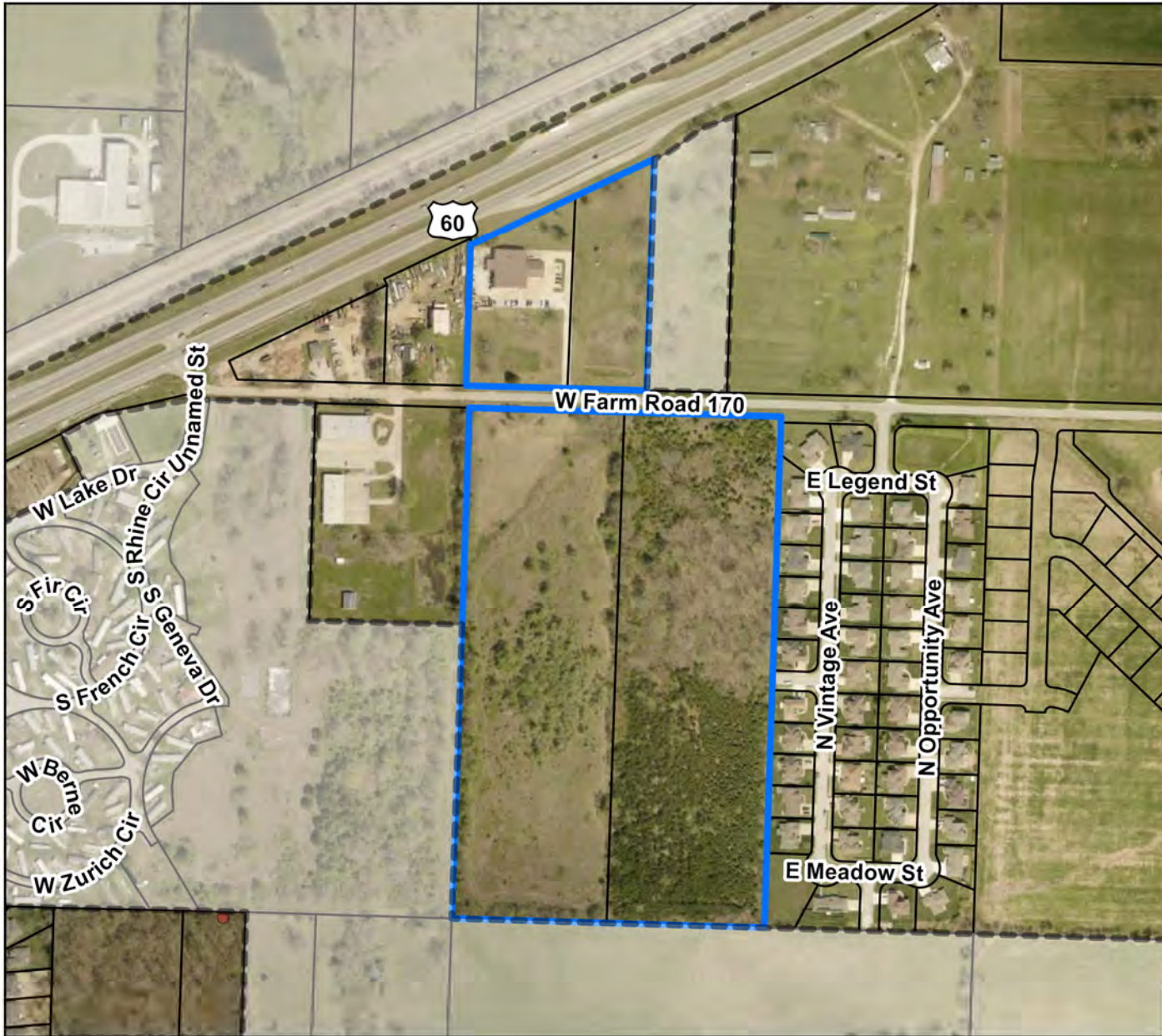
Megan McCullough, City Attorney

Final Passage and Vote:

PDD 22-003: Kirkwood Estates

Item 12.

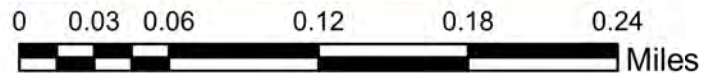
Vicinity Map



Legend

- PDD
- Parcels
- Sinkhole
- Floodplain

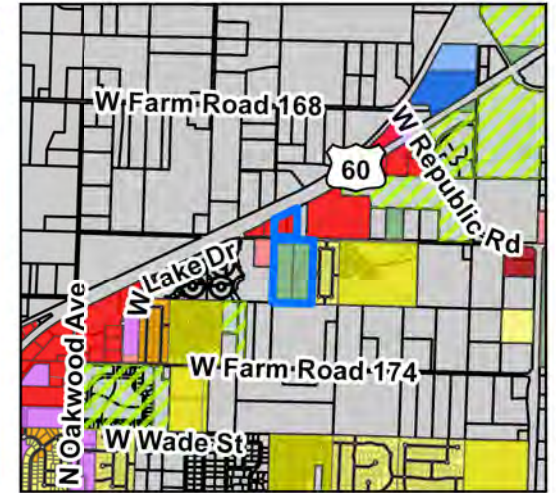
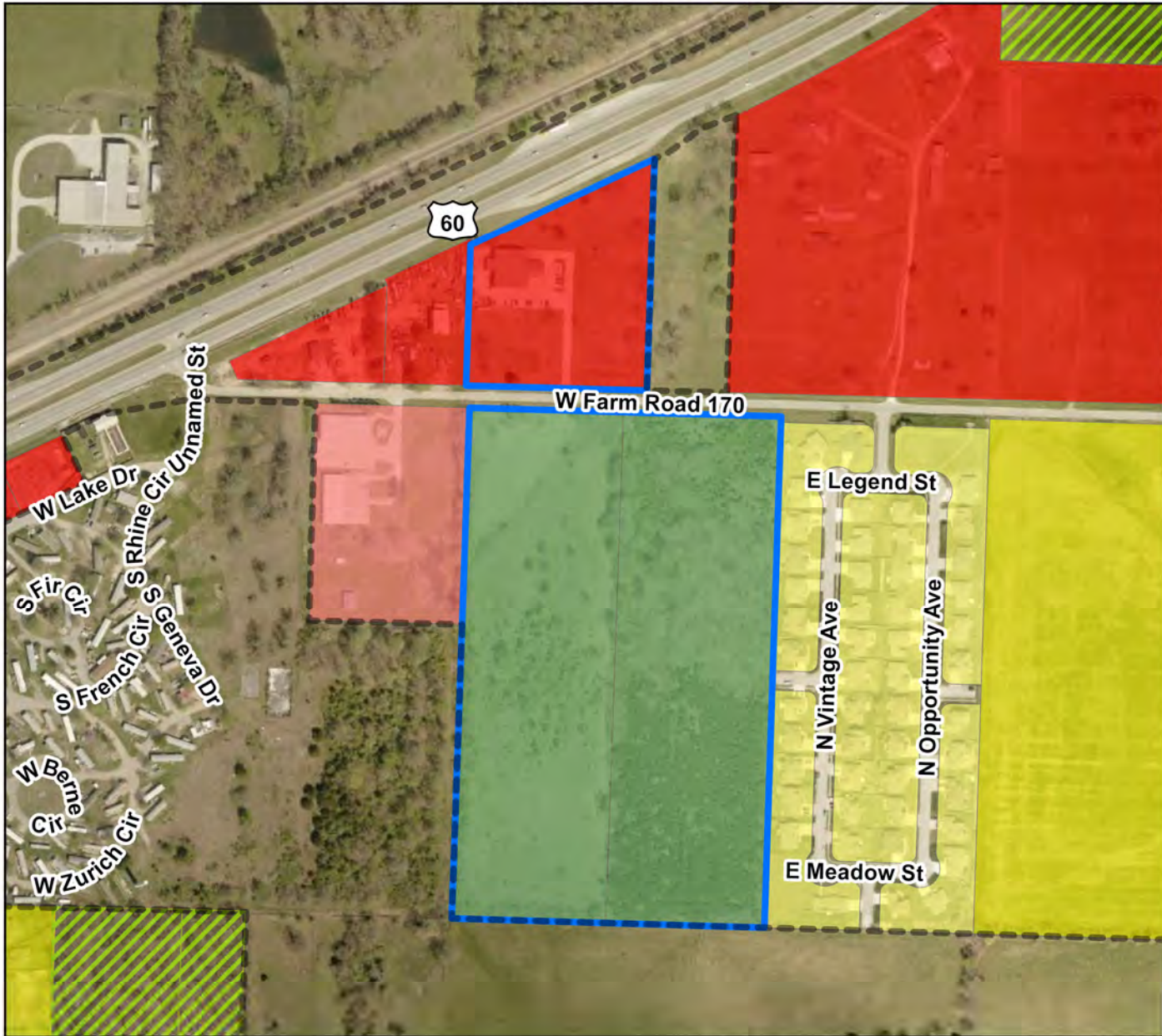
Parcel Owner: Kyle Kirk
Parcel Location: 7200 Block of W FR 170
Area: 28.88 Acres
Existing Zoning: General Commercial (C-2) and Agricultural (AG)
Requested Zoning: Kirkwood Estates Planned Development District (PDD)



PDD 22-003: Kirkwood Estates

Item 12.

Zoning Map



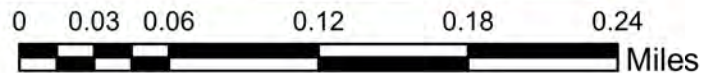
Legend

PDD

Zoning

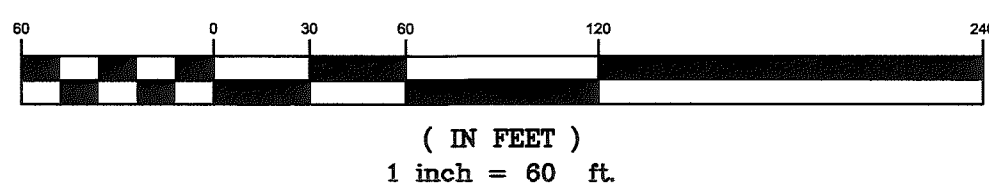
- AG Agricultural
- C-1 Commercial
- C-2 General Commercial
- C-3 General Commercial
- M-1 Light Manufacturing
- M-2 Heavy Manufacturing
- PDD Planned Development
- R1-L Single Family Low Density
- R1-M Single Family Medium Density
- R1-H Single Family High Density
- R1-Z Zero Lot Line Residential
-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

Parcel Owner: Kyle Kirk
 Parcel Location: 7200 Block of W FR 170
 Area: 28.88 Acres
 Existing Zoning: General Commercial (C-2) and Agricultural (AG)
 Requested Zoning: Kirkwood Estates Planned Development District (PDD)



GRID NORTH
MISSOURI STATE PLANE
CENTRAL ZONE
NAD83

GRAPHIC SCALE

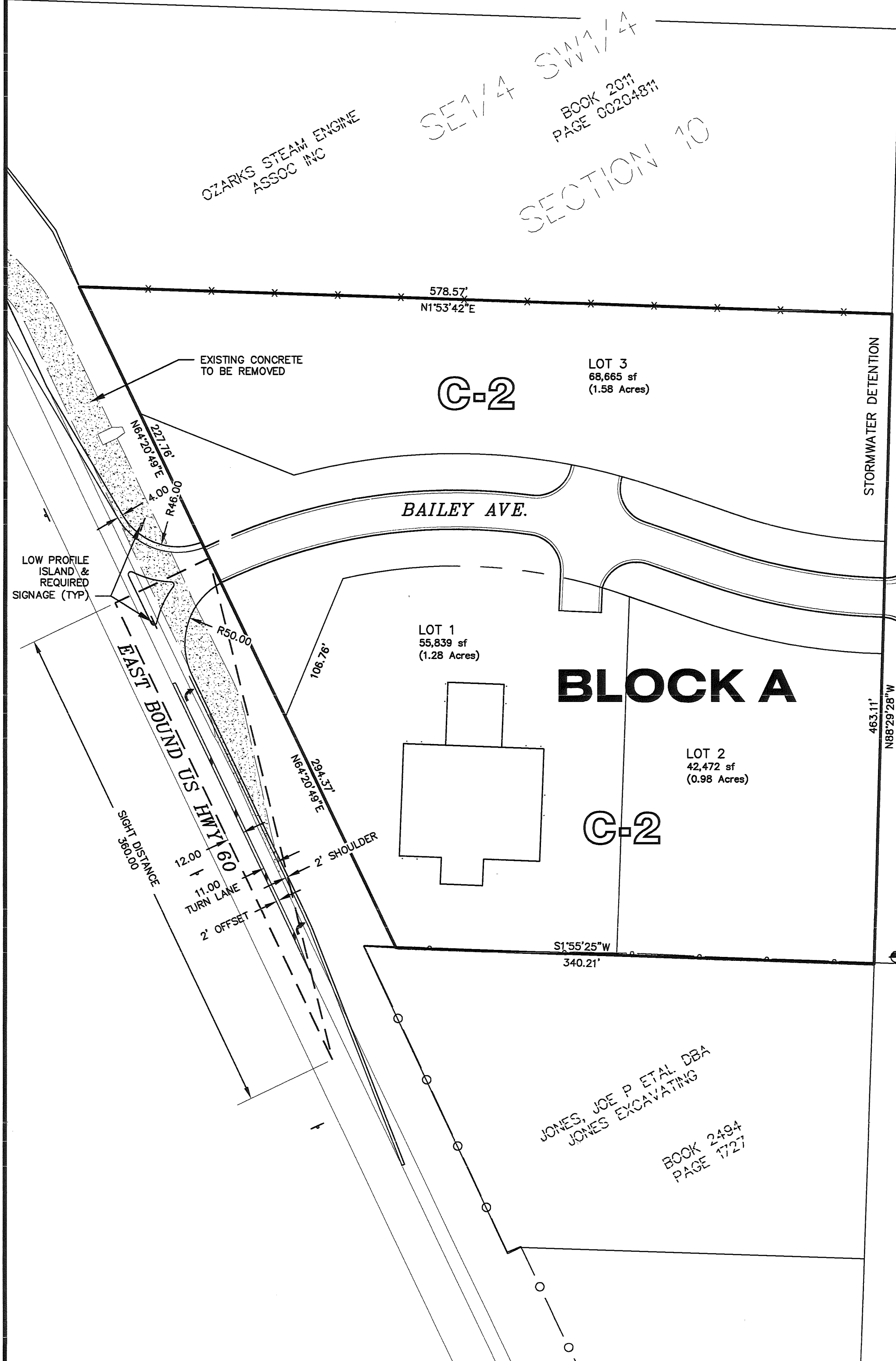
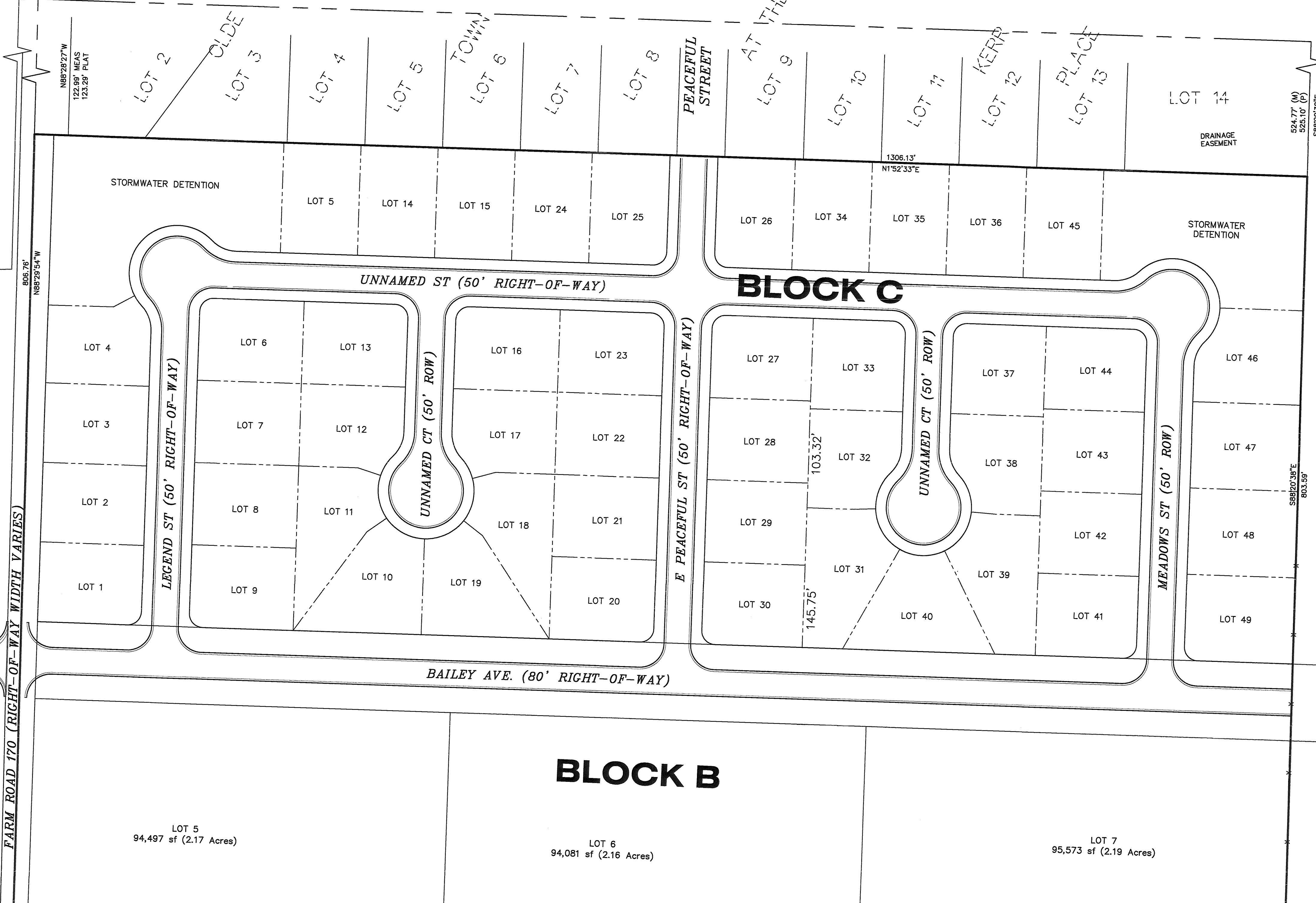


DEVELOPMENT PLAN KIRKWOOD ESTATES

PREPARED BY

SURVEYING/ENGINEERING/LAND PLANNING
(417)-522-7870
1835 S. STEWART AVENUE, SUITE 124
Springfield, Missouri 65804
Email: Rick.Wilson@wilsurveyinc.com
DRAWING NO.: WD-106-028
JOB NO.: 2020-149
DRAWN BY: CD/MQH
DATE: MAY 19, 2022
PAGE 1 OF 1

SE CORNER SE1/4 SW1/4
10-28-23
COTTON SPINDLE



DEVELOPMENT NOTES

Current Zoning	C-2 (LOTS 1-3) R-1M (LOTS 1-49)
Proposed Land Use	PLANNED DEVELOPMENT DISTRICT
Density - Residential	0.24 Dwelling Units/Acre
Minimum Lot Size (R-1M)	9,000 sq.ft. (0.21 acres)
10' Utility Easement	Inside Front Property Line of Each Lot
Street Classification	Local (50' Right-of-Way)
Street Classification	Secondary Arterial (80' Right-of-Way)
Sidewalks	5 ft.
Required Setbacks	C-2 / R-1M
Front & Rear Yard	15 ft. / 25 ft.
Side Yard	6 ft.
Side Yard-Corner Lots	15 ft. / 25 ft.
Common Area and Detention Easement	To be maintained by Homeowners Association
Buffer Yards	To comply with City requirements

GENERAL NOTE: Compliance with Greene County Stormwater Regulations required per Section 410.650.F General Provisions, Coordination With Other Jurisdictions
NOTE: FLOODPLAIN DOES NOT EXIST ON THE SUBJECT TRACT. TRACT IS NOT WITHIN THE AIRPORT ZONE OR OTHER "SPECIAL DISTRICT" ZONES.

SE1/4 SW1/4
BOOK 2011
PAGE 00234811
SECTION 10

JONES, JOE P ETAL DBA
JONES EXCAVATING
BOOK 2494
PAGE 1727

SECTION 15
SEW WHAT SHOP LLC

TOWNSHIP 28N
KDK SUPPLY & LEASING LLC
BOOK 2005
PAGE 71548-05

RANGE 23W



6-21-2022

MARY BROWN
BOOK 2011
PAGE 527-11

STUEVE TRUST
BOOK 2016
PAGE 8032-16

Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

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

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

Statement of Relevant Facts Found:

AG + C-2 to PDD 28.88 acres
 C-2 by US60 + current adjacent C-2
 RI-M by current adjacent RI-M
 Existing sewer + water
 New road RIRO on US60 - Bailey - N/S route
 Traffic Control on 170? ^{2015/2016} Alpine Village entrance? possible future closure

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

Commissioner Name: Commissioner Signature: Date:

Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

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

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

Statement of Relevant Facts Found:

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Commissioner Name: Commissioner Signature: Date:

Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

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- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

Wilson Surveying Rep Owner - Intent to transition from residential to commercial based on existg surroundig

No other speakers. Staff - will have stop sign at Bailey/170

Potential removal of 170 connection to led because of addition of new street (Bailey)

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

Commissioner Name: Commissioner Signature: Date:

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00

Type of Application:

Planned Development District

Name of Applicant:

Kirkwood Estates PDD (PDD 22-003)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

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

- Approval Denial

Commissioner Name:

CYNTHIA HYDER

Commissioner Signature:

C. Hyder

Date:

7/11/2022

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00

Type of Application:

Planned Development District

Name of Applicant:

Kirkwood Estates PDD (PDD 22-003)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

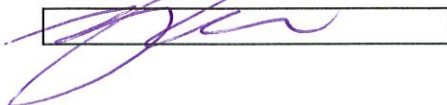
Based on these findings, I have concluded to recommend the application to the City Council for:

- Approval Denial

Commissioner Name:

William Pinwell

Commissioner Signature:



Date:

7/11/22

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00

Type of Application:

Planned Development District

Name of Applicant:

Kirkwood Estates PDD (PDD 22-003)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

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

Approval Denial

Commissioner Name:

Rawson Ellis III

Commissioner Signature:

Rawson Ellis III

Date:

7/11/22



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-47 An Ordinance of the City Council Approving Execution of a Developer Agreement with Republic 63, LLC for the Continued Development of the Hankins Farm Planned Development District.

Submitted By: Karen Haynes, Assistant BUILDS Administrator

Date: July 19, 2022

Issue Statement

The BUILDS Department is requesting approval authorizing the City Administrator to enter into a Developer's Agreement with Republic 63, LLC for the construction of public infrastructure for the Hankins Planned Development District (PDD).

Discussion and/or Analysis

The Hankins PDD is a planned industrial and commercial development located at the northwest corner of State Highway MM and East Sawyer Road (2561 South State Highway MM); the PDD Development Plan was approved by Council earlier this year.

The Developer's Agreement authorizes the City to partner with the Developer to construct infrastructure improvements including approximately 4000 linear feet of water and sewer mains; the Developer will reimburse the City for the costs of materials and equipment used in construction. This construction will coincide with the City's upgrade and relocation of the Brookline South Lift Station.

The Developer's Agreement includes a provision for additional work, if agreed upon by both parties; the additional scope of construction will require an Amendment to the Developer's Agreement.

Recommended Action

Staff is recommending approval of the Hankins Developer's Agreement.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING EXECUTION OF A DEVELOPER AGREEMENT WITH
REPUBLIC 63, LLC FOR THE CONTINUED DEVELOPMENT OF THE HANKINS FARM PLANNED
DEVELOPMENT DISTRICT**

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, Republic 63, LLC (“Developer”) is the owner and developer of real property located at 2561 South State Highway MM in Republic, Missouri, known as the Hankins Farm Business Park (“Property”); and

WHEREAS, pursuant to the PDD Development Plan for the Property, previously approved by City Council via Ordinance 22-07, Developer is currently developing the Property for future industrial purposes and use; and

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

WHEREAS, the City previously entered into a development agreement with Developer, which City Council approved by Ordinance No. 21-68; and

WHEREAS, the previously executed development agreement is expiring and the City desires to enter into a new Developer Agreement (“Developer Agreement”) with Developer for the continued construction of the infrastructure improvements on the Property; and

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

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

- Section 1:** The City Administrator or his/her designee, on behalf of the City, is authorized to enter into a Developer Agreement with Republic 63, LLC for the public improvements referenced herein, in substantially the same form as Attachment 1.
- Section 2:** The City Administrator, or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 3:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 4:** The provisions of this Ordinance are severable, and if any provisions hereof are declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 5:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

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

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2022, by and between the City of Republic Missouri (“City”) and Republic 63, LLC (“Developer”). City and Developer are sometimes referred to herein individually as the “Party” or collectively as the “Parties.”

WITNESSETH:

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

WHEREAS, Developer is a Missouri Limited Liability Company, and

WHEREAS, Developer is currently the owner of or has a valid contract to purchase real property in the City of Republic located at 2561 South State Highway MM, legally described in Exhibit A attached hereto and incorporated by reference into this Agreement, (“Property”), and is in the process of developing a new commercial area on the Property in order to facilitate new development, and

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

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

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

WHEREAS, the purpose of this Agreement is to memorialize the Parties respective responsibilities for public improvements on the Property in order to develop the Property as will be defined in the Final Plans.

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

1. **Ability to Contract:** Developer warranty they have the ownership interest in the Property required to enter into this Agreement and fulfill the terms contained herein.
2. **Public Improvements:**
 - a. **Work Under This Agreement:** In exchange for Developer’s promises herein, the City agrees that it shall provide for, arrange, construct, complete, plan, or coordinate the public improvements (“Public Improvements”) as described in this Agreement.

- b. Construction Period and Cost Estimates: The Parties agree that the City's construction of the Public Improvements cannot be determined until completed engineering plans are delivered to City. Developer agrees to provide complete signed and sealed engineering drawings to City within 60 days after the execution of this Agreement. City shall then have 10 business days to review the completed engineering drawings and respond to the Developer with any questions, suggestions, and/or changes. Once all the questions, suggestions, and/or changes have been fully addressed and agreed upon by the Parties ("Final Plans"), a timeline as to the completion of this Agreement ("Construction Period"), along with an estimate of the construction costs for the Public Improvements ("Estimated Costs"), shall be set by a written amendment to this Agreement signed by the Parties ("Amendment"). If this written Amendment to this Agreement defining the Construction Period and containing the Estimated Costs is not entered into by the Parties within 180 days after the execution of the Agreement, this Agreement shall terminate without liability on any Party. Any Estimated Costs provided by City to Developer shall not be binding on the Parties. The actual costs incurred by City in Paragraph 3 shall be the amount Developer will reimburse to City under this Agreement. Nothing contained herein shall be construed to restrict the City's right to construct the Public Improvements at any time prior to the expiration of the Construction Period or continue constructing the Public Improvements after the Construction Period so long as the City is making substantial and continuing progress toward completion of the Public Improvements. Further, the Construction Period Shall be extended as necessary to accommodate delayed progress of the Public Improvements due to changes in work, any act or omissions of Developer or its employees, agents, or representatives that are contrary to this Agreement or any other cause that is not reasonably foreseen or beyond the control of City, its subcontractors, or suppliers including, but not limited to acts of God, acts of a government authority, natural or manmade disaster, delay in the transportation or shortages of materials or equipment, abnormal weather conditions or labor disputes.
- c. Road Improvements: The Parties may elect to work together in the installation, planning, and coordination for public roadway improvements to the Property according to the Approved Final Plans ("Road Improvements"), prior to the expiration of the Construction Period. The City has the sole discretion to determine whether such improvements are practical and appropriate, in light of the totality of the circumstances presented, to make such allocation of City resources. Road Improvements will be located on the Property and/or on East Sawyer Road, as depicted on the Approved Infrastructure Plans. The City hereby represents and warrants that it has the power and authority to make the Road Improvements if elected by both parties.
- d. Utilities: On or before the expiration of the Construction Period and as part of the Public Improvements, the City hereby agrees to assist in the planning,

coordination, or installation of the following utility improvements ("Utility Improvements"):

- i. Water Public Improvements: City shall plan, coordinate, and install all necessary water lines, systems, and facilities for the City to provide potable water service to the Property having sufficient capacity to meet the anticipated demand for uses permitted under the then-current Property zoning classification, including the looping of any water system as deemed necessary by the City. The water main shall be determined in the Final Plans. The water main on the Property shall be located within the utility easements granted by Developer pursuant to the Easement Section in this Agreement. Said water main shall be installed concurrently with the construction of the Road Improvements and the City agrees to provide said water service to the Property no later than the expiration of the Construction Period. The City and Developer shall work together to plan and coordinate the installation of such water service infrastructure, including, without limitation, determining the location(s) on the Property that future users shall tap into said water main.
 - ii. Sanitary Sewer Public Improvements: If determined by the Parties after the Final Plans are received and provided for in the Amendment, the Parties shall work together in the installation, planning, and coordination of a sanitary sewer system for the Property which sanitary sewer system shall be determined in the Final Plans. The sanitary sewer system on the Property shall be located within utility easements granted by Developer pursuant to the Easement Section in this Agreement. Said sanitary sewer system shall be installed concurrently with the construction of the Road Improvements and the City agrees to provide said sanitary sewer system to the Property no later than the expiration of the Construction Period. The City and Developer shall work together to plan and coordinate the installation of such sanitary sewer system infrastructure, including, without limitation, determining the location(s) on the Property that future users shall tap into said sanitary sewer system.
 - iii. Storm Water Public Improvements: The Parties may elect to work together in the installation, planning, and coordination for stormwater improvements consisting of curb and gutter and installation of stormwater pipe to the Property according to the Approved Final Plans, prior to the expiration of the Construction Period. The City has the sole discretion to determine whether such improvements are practical and appropriate, in light of the totality of the circumstances presented, to make such allocation of City resources. The storm water system on the Property shall be located within utility easements granted by Developer pursuant to the Easement Section in this Agreement.
- e. Work Performed: City will be the sole judge of the work needed to be performed to complete this Agreement, including but not limited to the work to be

performed, the contractors or subcontractors hired to do the work, the engineer hired, the construction methods used, the location of the work, equipment used, the quality of the work, and the selection of the materials and supplies to be used.

- f. Site Access: Developer and its representatives shall have access at all times to the worksite and shall provide sufficient competent personnel to visit and inspect the work site during the course of this Agreement to determine the work and manner of it being performed. City, its workers, subcontractors, suppliers, and representatives shall have access at all times to the worksite.
3. Costs of the Public Improvements:
 - a. Engineering Plans: Developer shall be responsible for all costs for the engineering plans and/or construction drawings for the Public Improvements subject to this Agreement with exception to Engineering, plans and or construction drawings related to the relocation of the sanitary sewer lift station located on the property and associated linear improvements to facilitate said move. Any engineering plans and/or construction drawings are subject to rejection, revision, or approval by City as reasonably necessary, in the City's opinion, to complete the Public Improvements in this Agreement.
 - b. Road Improvements: If elected to perform such work, the City will initially pay the cost of the Road Improvements subject to this Agreement. Although the City will initially pay for the Road Improvements under this Agreement, the Developer agrees to reimburse the City for its actual costs of the Road Improvements as outlined in this Agreement. The Parties agrees the actual costs to be reimbursed to City by Developer for the Road Improvements shall include the actual costs incurred by the City for the material expenses of the Road Improvements and the actual expenses incurred by the City for the labor of non-City employees including contractors and subcontractors, non- City owned equipment and non-City owned tool rental, utilities, transportation, taxes, local, state, and federal public works laws and regulations, and all other services and facilities necessary for the execution and completion of the Public Improvements to the Road pursuant to this Agreement.
 - c. Utility Public Improvements:
 - i. Water Public Improvements: The City will initially pay the cost of the Water Improvements subject to this Agreement. Although the City will initially pay for the Water Improvements under this Agreement, the Developer agrees to reimburse the City for its actual costs of the Water Improvements as outlined in this Agreement. The Parties agree the actual costs to be reimbursed to City by Developer for the Water Improvements shall include the actual costs incurred by the City for the material expenses of the Water Improvements and the actual expenses incurred by the City for the labor of non-City employees including contractors and subcontractors, non-City owned equipment and non-City owned tool rental, utilities, transportation, taxes, local, state, and federal public works laws and regulations and, all other services and facilities necessary for the

- execution and completion of the Water Public Improvements pursuant to this Agreement.
- ii. Sanitary Sewer Public Improvements: The City will initially pay the cost of the Sanitary Sewer Improvements subject to this Agreement. Although the City will initially pay for the Sanitary Sewer Improvements under this Agreement, the Developer agrees to reimburse the City for its actual costs of the Sanitary Sewer Improvements as outlined in this Agreement. The parties agree the actual costs to be reimbursed to the City by Developer shall include the actual costs incurred by the City for the material expenses of the Sanitary Sewer Public Improvements and the actual expenses incurred by the City for the labor of non-City employees including contractors and subcontractors, non-City owned equipment and non-City owned tool rental, utilities, transportation, taxes, local, state and federal public works laws and regulations and, all other services and facilities necessary for the execution and completion of the Sanitary Sewer Public Improvements pursuant to this Agreement.
 - iii. Storm Water Public Improvements: If elected to perform such work, the City will initially pay the cost of the Storm Water Improvements subject to this Agreement. Although the City may initially pay for the Storm Water Improvements under this Agreement, the Developer agrees to reimburse the City for its actual costs of the Storm Water Improvements as outlined in this Agreement. The parties agree the actual costs to be reimbursed to the City by Developer shall include the actual costs incurred by the City for the material expenses of the Storm Water Improvements and the actual expenses incurred by the City for the labor of non-City employees including contractors and subcontractors, non-City equipment and non-City owned tool rental, utilities, transportation, taxes, local, state and federal public works laws and regulations and, all other services and facilities necessary for the execution and completion of the Public Improvements to the Storm Water pursuant to this Agreement.
 - iv. Electrical, Gas, Telecommunication: All costs related to Electrical, Gas, and Telecommunication for the Property shall be the responsibility of the Developer.
- d. Invoicing: City will invoice Developer once materials have been purchased and/or work has started under this Agreement on or about the 15th day of every month for the actual costs incurred by City for expenses allowed under this Agreement. Developer shall have twenty days following receipt of any such invoice to obtain the reasonable approval of such invoice from its engineer, and twenty days thereafter to pay the City such approved invoice. Lien waivers executed by any non-City payee shall be delivered to Developer at the same time Developer pays City in accordance with the above. If Developer does not pay any invoice from City to Developer in accordance with the above, City has the right to stop all work

under this Agreement. Developer will be allowed to keep a twenty percent retainage on all materials billed by City to Developer. Said retainage will be noted by City in invoices sent to Developer and tracked by City. Said retainage will be completely payable by Developer to City after the Public Improvements are installed by City and after invoiced by City and payable under this Paragraph.

- e. City Administrative Personnel: City will not invoice or attempt to collect any payment from Developer under this Agreement for the labor costs of City's administrative personnel which include the City Administrator, Public Works Director, human resource personnel, or finance personnel. Further, City agrees not to bill Developer under this Agreement for labor costs of the City Attorney unless allowed under this Agreement.
 - f. Purchasing Policy: City will use the current Purchasing Policy approved by the City Council and associated Administrative Policies in order to facilitate request for proposals, request for qualifications, request for bids, or written quotes to determine the lowest price qualified provider of materials and/or services. City will abide by all local, state, and federal laws and regulations, including those regarding public works projects. Developer will be provided by City with all bids and/or quotes once they are opened in accordance with applicable law to the public. Once the bids and/or quotes are provided to Developer, it may, if it determines that it has an applicable legally justifiable reason to oppose utilization of any responder, such as by objecting to competence of same, within three business days provide City in writing with such legally justifiable reason in opposition. The City is not required to accept or reject any response based on the opposition of Developer, and will at all times comply with applicable law.
 - g. Funds Deposits: Developer agrees that any funds remitted to City under this Agreement belong to the City on receipt. Under no circumstances will any funds paid by Developer to the City be construed as belonging to Developer, or being held in trust or for the benefit of Developer, and such payments shall be deposited and/or used for such public purposes as the City determines within its lawful discretion.
4. Tax Consequences: No warranty or representation of the tax consequences, if any, is made by the Parties.
 5. Ownership in Work: Developer will have and will gain no ownership or other interest in Public Improvements in this Agreement.
 6. Easements: Developer agrees to execute any easements and/or rights-of-way reasonably required by City in order to perform the work contemplated by this Agreement and in order for City to provide future maintenance on said work on the property after the work is completed. Said easements will be provided by Developer to City at no cost and shall be provided during the Final Platting process. The Parties agree that City may need further easements and/or rights-of-way that allow for the extension of the Public Improvements contained in this Agreement. The Parties agree to negotiate in good faith to allow City to acquire further easements from Developer to extend the Public Improvements to adjoining properties in the future. Should any easements and/or rights-of-way under this Agreement not be in use and no longer necessary for the Parties to complete the planned

development contemplated by this Agreement, the City agrees to take all steps necessary to vacate said easements and/or rights-of-way within 90 days of being notified by the Developer, of its desire to vacate the easements and/or rights-of-way executed pursuant to this Agreement. The Parties agree and understand such vacation requires multiple steps, including a public hearing, a hearing and recommendation before the City's Planning and Zoning Commission, and approval by the City Council through an Ordinance.

7. Final Platting: Developer agrees to submit for review to the BUILDS Department and approval by City Council a Final Plat of the Hankins Planned Development District (PDD), as required by the City's Zoning Ordinance for the formal dedication of all public infrastructure and recording of lots within the development.
8. Conflict of Interest: No salaried officer or employee of the City, and no member of the City Council, shall have a financial interest, direct or indirect, in this Agreement.
9. Entire Agreement: This Agreement contains the entire Agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements unless excluded herein. This Agreement may not be modified or amended other than in writing as agreed to by the Parties.
10. Default by Developer and Termination: If through any cause, Developer shall fail to fulfill in timely and proper manner their obligations under this Agreement, become insolvent, or if they violate any of the covenants, agreements or stipulations of this Agreement, the City shall deliver written notice of the same to Developer and if such failure or violation is not cured within thirty days thereafter (or such longer period of time as is reasonably necessary so long as Developer begins to cure such failure or violation within such thirty-day period and thereafter diligently pursues the same to completion), the City shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If City elects to terminate under this provision, Developer shall be responsible to City for all of City's actual costs in the Public Improvements allowed in this Agreement up to and including the date of termination.
11. Default by City and Termination: If through any cause the City shall fail to fulfill in timely and proper manner City's obligations under this Agreement, become insolvent, or if City violates any of the covenants, agreements or stipulations of this Agreement, the Developer shall deliver written notice of the same to City, and if such failure or violation is not cured within thirty days thereafter (or such longer period of time as is reasonably necessary so long as City begins to cure such failure or violation within such thirty-day period and thereafter diligently pursues the same to completion), then Developer shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If Developer elects to terminate under this provision, Developer shall be responsible to City for all of City's actual costs in the Public Improvements allowed in this Agreement up to and including the date of termination. Termination of this Agreement shall be the sole remedy for any default by City under this Agreement.
12. Jurisdiction and Venue: This Agreement shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of

Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri.

13. Dispute: In the event the City is the prevailing party in any litigation arising out of or relating to this Agreement, the City shall be entitled to all reasonable attorneys' fees and expenses incurred.
14. Liability: Nothing in this Agreement shall be construed to create any liability on behalf of the City for any direct, special, indirect, liquidated, or consequential damages. Developer agrees that the type of work to be performed under this Agreement may cause temporary or permanent damage to the Property, and Developer agrees the City shall not be liable for any damages caused to the Property in the course of completing the Public Improvements contemplated by this Agreement.
15. Independent Contractor: The Parties to this Agreement are separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties.
16. Execution: The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act ("ESIGN"). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.
17. Survival: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns as provided in this Agreement. The Parties acknowledge and agree that the rights and benefits afforded Developer under this Agreement shall run with the Property and shall be enforceable by and for the benefit of any and all successor owners of the Property without further consideration to or consent by the City. The Parties acknowledge and agree that at the request of any Party, a memorandum of this Agreement shall be duly executed by the Parties and recorded in the real estate records of Greene County, Missouri; provided, however, this Agreement shall be binding and enforceable as between the City and any current or future owner of the Property without recording thereof.
18. Headings: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
19. Whereas Clauses: The "Whereas" clauses stated above are incorporated herein by reference.
20. Assignment: This Agreement may not be assigned by any Party without the prior written consent of the other Parties.
21. Public Entity and Officer Immunity and Defenses: In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of any rights or defenses with regard to applicable sovereign, governmental, official, or any

individual immunities and any other protections or defenses as provided by federal and state constitutions, statutes, and laws. The procurement and maintenance of insurance shall not be construed as waiving any such defense otherwise available.

- 22. Severability Clause: A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.
- 23. Contingent Upon Funds and Approval: This Agreement is contingent upon the City having sufficient funds available for the subject of this Agreement. Developer shall have no right of action against City in the event City is unable to perform its obligations under this Agreement as a result of insufficient funds. Further, this Agreement is subject to and conditioned upon approval by ordinance by the City Council.
- 24. Supplemental Agreements/Additional Action: The Parties agree to cooperate fully, to execute any supplemental agreements, and to take all additional actions that may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
- 25. Waiver: The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.
- 26. Contract Documents: The Agreement shall consist of the following:
 - a. This Agreement;
 - b. Exhibit A – Legal description;
 - c. Any properly executed amendments.
- 27. Notices: Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or when notice is received after being deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

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

to Developer: Republic 63, LLC
 Attn: Tom Rankin
 2808 South Ingram Mill, A100
 Springfield, MO 65804

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

Republic 63, LLC

(Signature)

(Printed Name)

(Title)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY OF REPUBLIC

David Cameron, City Administrator

Attest: Laura Burbridge, City Clerk

Approved as to Form:

Megan McCullough, City Attorney

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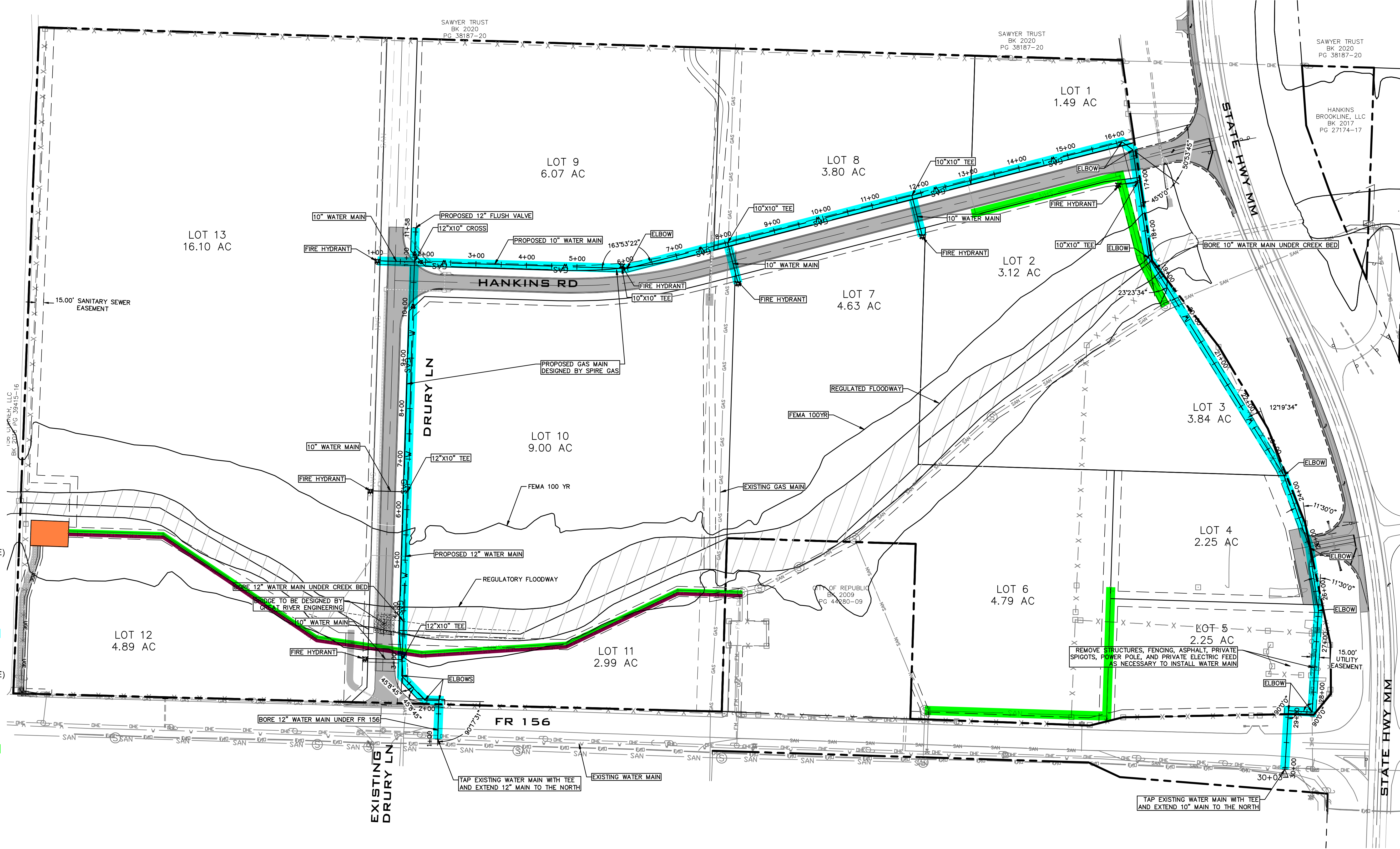
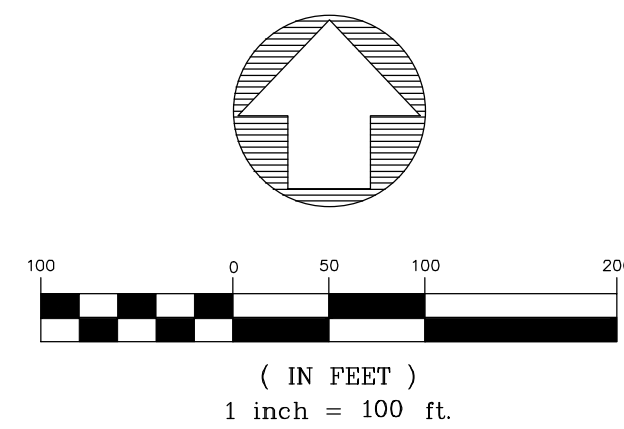
GENERAL NOTES:

- IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION OF EXISTING UNDERGROUND FACILITIES PRIOR TO BEGINNING INSTALLATION OF NEW FACILITIES. CONTACT THE ENGINEER FOR INSTRUCTIONS WHEREVER ANY CONFLICTS ARE DISCOVERED.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO CORRECT ANY DAMAGE TO UNDERGROUND UTILITIES OR OTHER OBSTRUCTIONS WHICH IS DUE TO HIS OPERATIONS.
- THE CONTRACTOR WILL KEEP THE PROJECT AREA NEAT AND ORDERLY AT ALL TIMES WHILE BUILDING IS TAKING PLACE. ACCESS STREETS TO THE PROJECT SHALL BE KEPT CLEAN OF MUD, DEBRIS, PAPER AND WASTE MATERIAL AT ALL TIMES.
- THE CONTRACTOR SHALL STRICTLY COMPLY WITH ALL OSHA SAFETY RULES AND REGULATIONS AND USE ONLY APPROVED EQUIPMENT REQUIRED FOR THE PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL ALSO STRICTLY COMPLY WITH ALL OSHA SAFETY RULES AND REGULATIONS AND USE ONLY APPROVED METHODS OF EXCAVATION, TRENCHING AND SHORING METHODS AS DESCRIBED IN OSHA 29 CFR 1926.650. THE CONTRACTOR SHALL MAINTAIN AND CLOSELY SUPERVISE ALL SAFETY PRACTICES AND CODES.
- ALL COMPACTED OR BACKFILLED AREAS SHALL MEET 95% STANDARD PROCTOR DENSITY. ANY SOILS IN EXCAVATED SOFT OR WET AREAS THAT DO NOT MEET 95% STANDARD PROCTOR DENSITY SHALL BE REMOVED, RECOMPACTED, AND RETESTED.
- THE CONTRACTOR SHALL MINIMIZE DISTURBANCE OF AREA AND PHASE CONSTRUCTION SUCH THAT NO DISCHARGE OF SEDIMENT OR SEDIMENT-LADEN WATER OCCURS ON OFF-SITE PROPERTY. ANY ACCUMULATED SEDIMENT IN STORM DRAINS OR OFF-SITE PROPERTY SHALL BE REMOVED PRIOR TO FINAL ACCEPTANCE.
- THE CONTRACTOR SHALL CLEAN STREETS, BOTH INTERIOR AND ADJACENT TO THE SITE, AS NEEDED, AFTER EACH RAINFALL, AND AT THE END OF CONSTRUCTION.
- THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FULLY FAMILIAR WITH ALL OF THE CONDITIONS THAT PERTAIN TO THE WORK DESCRIBED HEREIN. THE FAILURE TO UNDERSTAND OR TO HAVE KNOWLEDGE OF ISSUES THAT COULD HAVE BEEN DETERMINED PRIOR TO BIDDING WILL NOT CONSTITUTE GROUNDS FOR ASKING FOR WORK CHANGE ORDERS OR EXTRA WORK.
- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO CURB AND PAVEMENT BACK TO CITY SPECIFICATIONS.
- THE CONTRACTOR IS REQUIRED TO RETAIN FLOATABLE WINDBLOWN MATERIALS ON SITE BY STORING ALL TRASH AND BUILDING MATERIAL WASTE IN ENCLOSURES UNTIL PROPER DISPOSAL AT OFF-SITE FACILITIES. CONTRACTOR IS REQUIRED TO CHECK ADJACENT AREAS DAILY AND PICK UP CONSTRUCTION WASTE MATERIALS AND DEBRIS THAT HAVE BLOWN OR WASHED OFF-SITE.
- CONTRACTOR IS REQUIRED TO TAKE CARE NOT TO DAMAGE ANY EXISTING STREET, CURB & GUTTER, SIDEWALK AND DRIVEWAY DURING CONSTRUCTION.
- CONTRACTOR IS REQUIRED TO KEEP THE ROCK, MUD AND DIRT OFF OF ALL ROADWAYS DURING CONSTRUCTION.
- ALL WORK SHALL BE IN CONFORMANCE WITH THE CITY OF REPUBLIC GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS, CITY OF REPUBLIC STANDARD DRAWING DETAILS, AND CITY OF REPUBLIC DESIGN STANDARDS.

APPROXIMATE QUANTITIES:

- 1080 LF 12" SDR 21 CLASS 200 WATER LINE**
 - 124 LF BORE (12")
 - 3 EA 12" ELBOW (SEE PLANS FOR ANGLE)
 - 1 EA 12"x12" TAPPING TEE
 - 2 EA 12"x10" TEE
 - 1 EA 12" FLUSH VALVE
 - 1 EA 12"x10" CROSS
 - 2 EA 12" WATER SHUT OFF VALVE
- 3,259 LF 10" SDR 21 CLASS 200 WATER LINE**
 - 61 LF BORE (10")
 - 4 EA 10" x 12" TEE TAPPING TEE
 - 9 EA 10" x 10" TEE
 - 4 EA 10" ELBOW (SEE PLANS FOR ANGLE)
 - 8 EA 10" WATER SHUT OFF VALVE
 - 7 EA FIRE HYDRANT ASSEMBLY (INCLUDING TEE, VALVE, APPURTENANCES, ETC.)
- 2680 LF VARIOUS SIZED GRAVITY SEWER MAIN**
- 10 NEW MANHOLES**
- 1820 LF 10" FORCED SEWER MAIN**
- NEW LIFT STATION**

COVER SHEET
PROPOSED WATER MAIN



REVISIONS:

NO.	DATE	BY	DESCRIPTION

SCALE: 1" = 100'

FIELD BY: TS, JS
DRAWN BY: DCR
CHECKED BY: DCR

WATER MAIN COVER SHEET

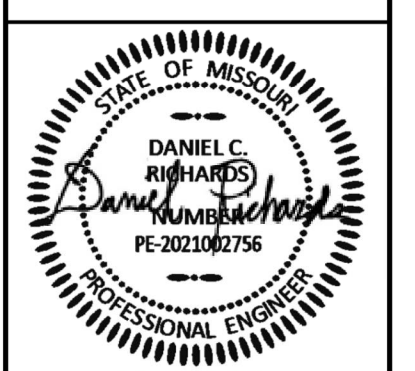
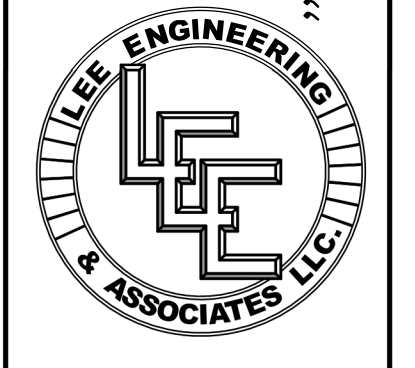
DRURY LANE EXTENSION

HANKINS FARM
2561 S STATE HWY MM
REPUBLIC, MO

Missouri State Certificate of Authority
Engineering #2005015604
Land Surveying #2009028050

LEE Engineering & Associates, L.L.C.
1200 E. Woodhurst Dr., Suite D200
Springfield, Missouri 65804
417-886-9100 (phone)
417-886-9336 (fax)
lee@leeengineering.biz

Engineering with Integrity



DATE: 2022-06-10
SHEET: WT-1
PROJECT: 2017
FILE: Drury Lane Water.dwg



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-34 A Resolution of the City Council Authorizing an Agreement with Arvest Bank to Provide Depository and Banking Services.

Submitted By: Kyle Sutton, Finance Manager

Date: July 19, 2022

Issue Statement

Authorization for City Administrator, David Cameron, or his designee, to enter into an agreement with Arvest Bank for the cities general banking services, to include purchasing cards and other services as needed.

Discussion and/or Analysis

An extensive analysis was done of all eight(8) financial institutions that submitted a response to our bid request by the deadline.

Out of the eight (8) bids received, seven (7) proposals met the overall goal and criteria of the RFP. The received proposals were all very competitive. In order to recommend a bank for selection, a committee was formed amongst City Staff where all proposals were scored based on the service requirements that The City of Republic outlined in the Banking RFP. The scoring matrix is detailed below.

CRITERIA SCORES	WEIGHT	ARVEST BANK	CENTRAL BANK	COMMERCE BANK	GUARANTY BANK	LEGACY BANK	OAKSTAR BANK	PEOPLE'S COMMUNITY BANK
1. Adherence to RFP Instructions	5%	0.24	0.23	0.25	0.24	0.24	0.25	0.23
2. Company Information	5%	0.25	0.24	0.25	0.24	0.24	0.25	0.24
3. Project Understanding	5%	0.25	0.25	0.25	0.25	0.25	0.25	0.25
4. Requirements	5%	0.23	0.25	0.25	0.25	0.23	0.20	0.20
5. Product Viability & History	20%	1.00	0.92	0.96	0.92	0.92	0.92	0.92
6. Reference Checks	10%	0.50	0.50	0.48	0.45	0.45	0.50	0.50
7. Banking Services Provided	25%	1.25	1.07	1.21	1.11	0.89	0.93	0.75
8. Fee Summary	25%	1.15	1.06	1.15	1.08	0.96	0.92	0.90
Total Score	100%	4.86	4.53	4.80	4.54	4.18	4.22	3.98



After the scoring, the top two banks were selected for interviews to answer any further questions and provide details that weren't outlined in the RFP. After the interviews and the scoring criteria were reviewed, it was the unanimous decision of the committee that Arvest Bank would be able to provide the services that are in the best interest of the City of Republic.

Recommended Action

City Staff recommends City Council approve an Agreement with Arvest Bank for general banking services, including purchasing cards and other services as needed, for a period of five (5) years, ending on July 19, 2027.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING AN AGREEMENT WITH ARVEST BANK TO PROVIDE DEPOSITORY AND BANKING SERVICES

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

WHEREAS, the City regularly evaluates the banking services it is provided and solicits proposals from banking institutions in and around the City to ensure the City is receiving the highest quality services at the most cost-effective, competitive rates; and

WHEREAS, the City circulated a Request for Proposals for depository and banking services (“RFP”) and received a total of eight (8) responses, seven (7) of which met the required criteria outlined in the RFP; and

WHEREAS, following review and scoring of the seven qualified proposals by a committee of City staff members (“Committee”), the Committee interviewed the top two (2) proposing candidates; and

WHEREAS, based on its overall findings through the process outlined above, the Committee unanimously determined Arvest Bank has the ability to provide the highest quality services at competitive rates and pursuant to terms most beneficial to the City, which is in the best interest of the citizens.

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

Section 1: The City Administrator, and/or his designee(s), on behalf of the City, is hereby authorized to execute and deliver any documents necessary to enter into an agreement for the provision of depository and banking services by Arvest Bank, consistent with the terms of the City’s Request for Proposals and Arvest Bank’s Response to the City’s Request for Proposals.

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

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

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

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:

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:

To: City Administrator & Council

From: Meghin Cook, Finance Director & Finance Staff

Date: 06/13/2022

Re: Banking Services RFP Selection

To Whom it May Concern,

We have made a selection for the banking services for the next 5-year term. We had 8 responses to our RFP. The Finance Department thoroughly reviewed each response and updated a summary worksheet, so every responder was listed out side by side and was thoroughly compared to one another.

We then developed a RFP review committee which included:

Meghin Cook, Finance Director
Kyle Sutton, Finance Manager
Sherri Woods, Sr. Accounting Clerk
Krissy Crockett, Accounting Clerk

David Cameron, City Administrator
Lisa Addington, Chief of Staff
Jared Keeling, Asst City Administrator/Parks Director
Andrew Nelson, BUILDS Administrator

We met as a committee to discuss our top choices. In which we narrowed it down to the two highest scoring candidates, Arvest Bank and Commerce Bank, based on a scoring matrix and reference checking.

Upon selection of the top two candidates, we scheduled interviews with each one to ask follow up questions and get a better understanding of their RFP response.

After conducting the interviews, the committee determined and recommend that Arvest Bank be the future bank of the City. This choice was made based on multiple factors that include implementation timing, resources the bank can provide, customer service, and interest.

None of the other banks within the City limits could provide any additional services nor could potentially meet our growing needs. We are looking into future investments and continual efforts to get grant funds which could potentially drive our bank balance up dramatically and therefore we need a bank that can handle our future growth long-term. Arvest has a competitive interest rate, account structure, and timing of ACH submissions for payroll.

Arvest's interest rate is set at a variable rate of 0.70% along with an earned credit 0.12% applicable to all balances to offset any fees. Whereas, Commerce had a variable interest rate of 0.70% today with a 0.30% minimum for the difference between the IOER sweep balance and the operating balance along with an earned credit rate of 0.30% on the operating balance to offset any fees.

Under our current circumstances, the implementation timeline that Arvest provided in the interview was quicker than that of Commerce. Arvest said they could have the basics of treasury management up and live for us within 5 business days. Whereas, Commerce said at least 3 – 4 weeks for implementation of the basic services for the treasury management program.

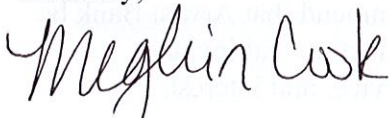
Arvest can provide additional resources. For example, a robust investment team, accounts payable automation services, and purchasing card programs. Our goal is to have as much under one umbrella as possible. Purchasing Cards, Bank Accounts, and Fuel Cards so we can easily pull together a full analysis of all users from one place.

Arvest's technology seems to be top notch based on their interview and references. All references that we received gave glowing recommendations for Arvest based on their experience with all services, technology, and customer service.

Although, Arvest does not have a branch located in Republic, it sounds like it remains an upcoming goal within the next year or so to find a suitable location within the City Limits. The branch the City would be doing business with is 11 miles away from City Hall. The fact that they are not located in Republic is not a hinderance to the City conducting banking business. Our current courier can continue to provide service and is willing to continue transporting our bank deposits and change requests within standard operations of business.

All things considered and upon vote of each committee member that was involved in the scoring and interviews with each bank it was determined that Arvest was the best choice to meet the ever-growing demands of the City and therefore is recommended by City staff.

Sincerely,



Meghin Cook
Finance Director

1. Adherence to RFP Instructions		ARVEST BANK	CENTRAL BANK	COMMERCE BANK	GUARANTY BANK	LEGACY BANK	OAK STAR BANK	PEOPLE'S COMMUNITY BANK
Timeliness		5.00	5.00	5.00	5.00	5.00	5.00	5.00
Completeness		5.00	5.00	5.00	5.00	5.00	5.00	5.00
Overall Quality & Level of Professionalism		5.00	3.00	5.00	4.00	4.00	5.00	4.00
Flow & Simplicity		3.50	5.00	5.00	5.00	5.00	5.00	4.00
Ability to Answer Questions		5.00	5.00	5.00	5.00	5.00	5.00	5.00
Overall Response		5.00	5.00	5.00	5.00	5.00	5.00	4.00
	Average Score	4.75	4.47	5.00	4.83	4.83	5.00	4.50
2. Company Information		ARVEST BANK	CENTRAL BANK	COMMERCE BANK	GUARANTY BANK	LEGACY BANK	OAK STAR BANK	PEOPLE'S COMMUNITY BANK
Financial Viability		5.00	4.00	5.00	4.00	4.00	5.00	4.00
Organizational Structure		5.00	5.00	5.00	5.00	5.00	5.00	5.00
Experience with Similar Companies		5.00	5.00	5.00	5.00	5.00	5.00	5.00
Service Department		5.00	5.00	5.00	5.00	5.00	5.00	5.00
References Provided		5.00	5.00	5.00	5.00	5.00	5.00	5.00
Pending Litigation		5.00	5.00	5.00	5.00	5.00	5.00	5.00
	Average Score	5.00	4.83	5.00	4.83	4.83	5.00	4.83
3. Project Understanding		ARVEST BANK	CENTRAL BANK	COMMERCE BANK	GUARANTY BANK	LEGACY BANK	OAK STAR BANK	PEOPLE'S COMMUNITY BANK
Overall Comprehension of Project Objectives		5.00	5.00	5.00	5.00	5.00	5.00	5.00
Understanding of the Business Requirements		5.00	5.00	5.00	5.00	5.00	5.00	5.00
Understanding of the Business Vision		5.00	5.00	5.00	5.00	5.00	5.00	5.00
	Average Score	5.00	5.00	5.00	5.00	5.00	5.00	5.00
4. Requirements		ARVEST BANK	CENTRAL BANK	COMMERCE BANK	GUARANTY BANK	LEGACY BANK	OAK STAR BANK	PEOPLE'S COMMUNITY BANK
Completeness of Bank Response		4.00	5.00	5.00	5.00	5.00	4.00	4.00
Bank's Ability to Meet Requirements		5.00	5.00	5.00	5.00	4.00	4.00	4.00
	Average Score	4.50	5.00	5.00	5.00	4.50	4.00	4.00
5. Product Viability & History		ARVEST BANK	CENTRAL BANK	COMMERCE BANK	GUARANTY BANK	LEGACY BANK	OAK STAR BANK	PEOPLE'S COMMUNITY BANK
Technology is Sustainable		5.00	4.00	5.00	4.00	4.00	4.00	4.00
Ability to meet Implementation Schedule		5.00	5.00	4.00	5.00	5.00	5.00	5.00
Product Development Life-Cycle		5.00	4.00	5.00	4.00	4.00	4.00	4.00
New Release Process		5.00	5.00	5.00	5.00	5.00	5.00	5.00
System Ability To Handle Requirements		5.00	5.00	5.00	5.00	5.00	5.00	5.00
	Average Score	5.00	4.60	4.80	4.60	4.60	4.60	4.60
6. Reference Checks		ARVEST BANK	CENTRAL BANK	COMMERCE BANK	GUARANTY BANK	LEGACY BANK	OAK STAR BANK	PEOPLE'S COMMUNITY BANK
Customer Service		5.00	5.00	5.00	5.00	5.00	5.00	5.00
Flexibility, Tailorability, Extensibility		5.00	5.00	4.00	4.00	4.00	5.00	5.00
Software Capability and ease of use		5.00	5.00	5.00	4.00	4.00	5.00	5.00
Purchase Agreement Details		5.00	5.00	5.00	5.00	5.00	5.00	5.00
	Average Score	5.00	5.00	4.75	4.50	4.50	5.00	5.00
7. Banking Services Provided		ARVEST BANK	CENTRAL BANK	COMMERCE BANK	GUARANTY BANK	LEGACY BANK	OAK STAR BANK	PEOPLE'S COMMUNITY BANK
Purchasing Card Program		5.00	5.00	4.00	3.00	0.00	0.00	0.00
Merchant Services i.e. Credit Card Processing		5.00	4.00	5.00	4.00	4.00	4.00	0.00
Electronic Check Payment Processing, i.e. Remit Plus		5.00	5.00	5.00	5.00	5.00	5.00	5.00
Online Banking Platform and Training		5.00	5.00	5.00	5.00	5.00	5.00	5.00
Wire Transfer and ACH's		5.00	5.00	5.00	5.00	4.00	4.00	4.00
Responsiveness (ability to do transactions late in the day)		5.00	2.00	5.00	5.00	4.00	4.00	4.00
Other Services Provided, i.e. Accounts Payable, Accounts Receivable, Reconciliation Solutions		5.00	4.00	5.00	4.00	3.00	4.00	3.00
	Average Score	5.00	4.29	4.86	4.43	3.57	3.71	3.00
8. Fee Summary		ARVEST BANK	CENTRAL BANK	COMMERCE BANK	GUARANTY BANK	LEGACY BANK	OAK STAR BANK	PEOPLE'S COMMUNITY BANK
Interest Rate		5.00	3.00	5.00	4.00	4.00	3.00	5.00
Supply Fees i.e. Deposit Slips, Bank Bags		5.00	5.00	5.00	5.00	5.00	3.00	5.00
Monthly statement and Reporting Fees		5.00	5.00	5.00	5.00	5.00	5.00	5.00
Daily/Weekly/Monthly reporting of all checks cleared		5.00	5.00	5.00	5.00	5.00	5.00	5.00
Forms for transferring funds or online access		5.00	5.00	5.00	5.00	5.00	5.00	5.00
Online banking services		5.00	5.00	5.00	5.00	5.00	5.00	5.00
Other fees (returns of deposited checks, draft wires, transfers, ACH, Coin Counting, etc.)		5.00	5.00	5.00	5.00	5.00	5.00	5.00
Purchasing Card Program Fees		5.00	4.00	5.00	5.00	0.00	0.00	0.00
Electronic Check Payment Processing Fees, i.e. Remit Plus		5.00	5.00	5.00	5.00	5.00	5.00	5.00
Other services (please list along with associated cost(s))		5.00	5.00	5.00	4.00	3.00	4.00	3.00
Merchant Service Fees i.e. Credit Card Processing		5.00	4.00	5.00	4.00	4.00	4.00	0.00
Other Fees		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Average Score	4.58	4.25	4.58	4.33	3.83	3.67	3.58

CRITERIA SCORES	WEIGHT	ARVEST BANK WEIGHTED SCORE	CENTRAL BANK WEIGHTED SCORE	COMMERCE BANK WEIGHTED SCORE	GUARANTY BANK WEIGHTED SCORE	LEGACY BANK WEIGHTED SCORE	OAKSTAR BANK WEIGHTED SCORE	PEOPLE'S COMMUNITY WEIGHTED SCORE	
1. Adherence to RFP Instructions	5%	0.24	0.23	0.25	0.24	0.24	0.25	0.23	
2. Company Information	5%	0.25	0.24	0.25	0.24	0.24	0.25	0.24	
3. Project Understanding	5%	0.25	0.25	0.25	0.25	0.25	0.25	0.25	
4. Requirements	5%	0.23	0.25	0.25	0.25	0.23	0.20	0.20	
5. Product Viability & History	20%	1.00	0.92	0.96	0.92	0.92	0.92	0.92	
6. Reference Checks	10%	0.50	0.50	0.48	0.45	0.45	0.50	0.50	
7. Banking Services Provided	25%	1.25	1.07	1.21	1.11	0.89	0.93	0.75	
8. Fee Summary	25%	1.15	1.06	1.15	1.08	0.96	0.92	0.90	
	Total Score	100%	4.86	4.53	4.80	4.54	4.18	4.22	3.98

Example from came from link below:
[IC-Vendor-Scorecard-Template.xlsx](#) (live.com)
 WEBSITE NAME: RFP 360

AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-35 A Resolution of the City Council Approving a Preliminary Plat for Tiger Creek, a Residential Subdivision Consisting of Approximately Forty (40.0) Acres Located at 3445 East Hines Street.

Submitted By: Karen Haynes, Assistant BUILDS Administrator

Date: July 19, 2022

Issue Statement

S6 Tiger Creek, LLC has requested review and approval of a Preliminary Plat of approximately forty (40.0) acres, Tiger Creek, consisting of one hundred and twenty (120) residential lots zoned High Density Single-Family Residential (R1-H), streets, and infrastructure.

Conformity with Preliminary Plat Review Criteria: Preliminary Plats are reviewed for their conformance with the following review criteria to ensure the development, in the proposed location:

- (1) Will not endanger the public health or safety;
- (2) Will not injure the value of adjoining property or abutting property;
- (3) Will be in conformity with the Comprehensive Plan, Transportation Plan, Zoning Code, Water System Master Plan, Wastewater System Facility Plan, or other plans officially adopted by the City Council; and
- (4) Will be in harmony with the area in which it is located

Preliminary Plats are reviewed by the City Planner and the City Engineer in conformance with the requirements of Chapter 410 of Republic's Municipal Code, the Comprehensive Plan, and all applicable City adopted codes and regulations.

Discussion and/or Analysis

The property subject to this Preliminary Plat Application is comprised of approximately forty (40.0) acres of land located at 3445 East Hines Street. The property is zoned appropriately for the proposed plat, High Density Single-Family Residential (R1-H).

The following paragraphs contain brief analyses of the application's conformity with the Preliminary Plat Review Criteria identified above.

Consistency with the Comprehensive Plan

The referenced Preliminary Plat contains one hundred and twenty (120) lots, each with a minimum lot size of 7,000 SF. The Preliminary Plat also consists of streets, open space, and drainage areas.

Transportation Plan

The Preliminary Plat proposes new Local Street connections: East Colonial Street from the west (Liberty Place Phase II) and two (2) new Local Street connections to East Hines Street. The new public streets will be dedicated to the City during the Final Platting Process.

The Applicant submitted a Traffic Impact Study (TIS) during the Rezoning of the referenced property. The TIS accounted for full buildout of Tiger Creek in its analyses. The TIS indicated no transportation improvements were merited by the increased trips generated by the subdivision.

Water and Wastewater Master Plan

The referenced parcel is not currently connected to municipal utilities, development of the property will require connection to the City's water and sanitary sewer systems. The development will be served through a looped water main system connecting to an existing water main on East Colonial Street and to the water main running on the north side of East Hines Street. Construction of the development will require the relocation of the existing Lift Station located in Liberty Place Phase 2 to facilitate gravity flow throughout the development. The relocation of the Lift Station is required for sanitary sewer service and will be a cost associated with development of the property, paid for by the Developer. The effluent will flow from the relocated Lift Station to the Schuyler Creek Lift Station before it is pumped to the Wastewater Treatment Facility. The water system, named Lift Stations, and Wastewater Treatment Facility have capacity to serve the intended use.

Zoning Code

The Preliminary Plat of Tiger Creek has been platted for the construction of one hundred and twenty (120) single-family residential lots and associated infrastructure, including public streets and sidewalks, public water and sanitary sewer mains, and stormwater drainage.

Floodplain: The subject parcel **does** contain a Special Flood Hazard Area (SFHA/Floodplain) and an identified Corps of Engineers Blue Line Stream; development of the property requires compliance with local, state, and federal regulations.

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

Stormwater: The Preliminary Plat contains a Stormwater Detention Area in the northern portion of the development and a series of drainage areas aligning with the existing Corps of Engineers Blue Line Stream. The Plat contains a conceptual layout of the stormwater areas; these areas will be designed to mitigate existing conditions to reduce the amount of post-development flows to less than pre-development flows. A Stormwater Report will be reviewed by the City Engineer during Infrastructure Design review; all stormwater components impacting the Blue Line Stream will be reviewed and permitted with the Corps of Engineers. The Stormwater Detention Areas and all open space/common area will be maintained by a Homeowner's Association.



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

Recommended Action

Staff considers the **proposed Preliminary Plat in general conformity with the requirements for Preliminary Plats and is recommending approval of the application.**

A RESOLUTION OF THE CITY COUNCIL APPROVING A PRELIMINARY PLAT FOR TIGER CREEK, A RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY FORTY (40.0) ACRES LOCATED AT 3445 EAST HINES STREET

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’s Planning and Zoning Commission (“Commission”) and the City Council, together, have adopted Subdivision Regulations governing the subdivision of land within the City; and

WHEREAS, the Commission and the City Council, together, have passed a Resolution adopting a Comprehensive Land Use Plan for the City; and

WHEREAS, the Commission and the City Council, together, have passed a Resolution adopting a Transportation Plan; and

WHEREAS, S6 Tiger Creek, LLC (“Applicant”) submitted a Preliminary Plat Application requesting review and approval of a preliminary plat of the Tiger Creek residential subdivision, which consists of approximately 40.0 acres of real property located at 3445 East Hines Street (“Subdivision”); and

WHEREAS, the proposed preliminary plat for the Subdivision (“Preliminary Plat”) meets the requirements of the City’s Ordinances and Subdivision Regulations, and conforms to the City’s Land Use Plan and Transportation Plan; and

WHEREAS, at a regular meeting of the Commission held on July 11, 2022, the Commission recommended the approval of the Preliminary Plat by a vote of six (6) Ayes to zero (0) Nays.

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

- Section 1:** The Preliminary Plat, attached and labeled “Attachment 1”, shall serve as the official guide for/to the development of the Subdivision.
- Section 2:** The Preliminary Plat substantially conforms to Chapter 410 of the City’s Code of Ordinances.
- Section 3:** The whereas clauses are hereby specifically incorporated herein by reference.
- Section 4:** This Resolution shall become effective on and after the date of passage and approval as provided by law.

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

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



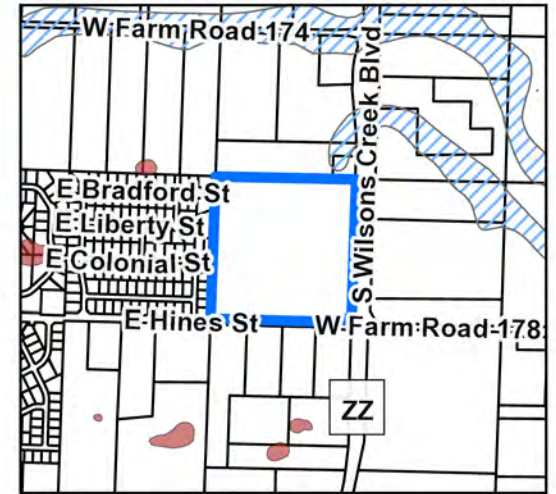
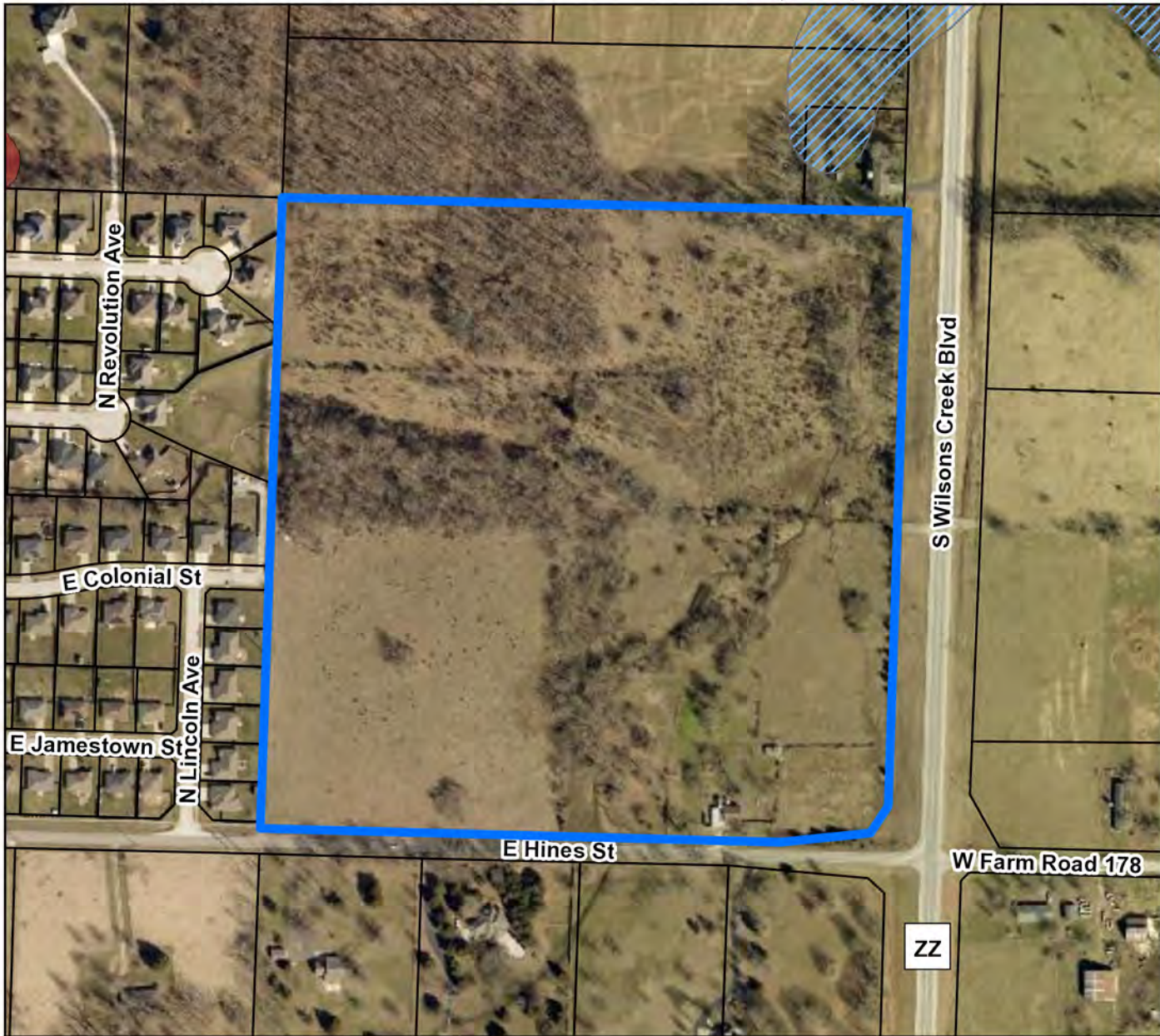
Megan McCullough, City Attorney

Final Passage and Vote:

SUBD-PRE 22-001: Tiger Creek

Item 15.

Vicinity Map



Legend

-  Tiger Creek
-  Floodplain
-  Sinkhole
-  Parcels

Parcel Owner: S6TIGER CREEK LLC
Parcel Address: 3445 E Hines St
Parcel Id Number: 881714300005
Area: 40 Acres
Ward 1
City Zoning: R1-H



PRELIMINARY PLAT OF TIGER CREEK SUBDIVISION

A SUBDIVISION IN THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI

OWNER / DEVELOPER
S6 TIGER CREEK, LLC
5051 S. NATIONAL AVE, BLD 5-100
SPRINGFIELD, MO 65810

WHITE
LAND SURVEYING, LLC
222 OLD TOWN RD.
BILLINGS, MISSOURI
PHONE: 417.732.0005
email: info@whitelandsurvey.com
www.whitelandsurvey.com

SURVEY DATE: 12.14.2021
DWG DATE: 06.14.2022
DRAWN BY: MW
S/T/R: 14/28/23
PROJECT No.: 2021-248

PRELIMINARY PLAT
PREPARED FOR
S6 TIGER CREEK, LLC
PROJECT LOCATION: FARM ROAD 178 & HIGHWAY "ZZ"
REPUBLIC, GREENE COUNTY, MISSOURI

PREPARED BY:
MICHAEL WHITE - MISSOURI
PROFESSIONAL LAND
SURVEYOR #2488

WHITE LAND SURVEYING, LLC -
MISSOURI PROFESSIONAL
LAND SURVEYING
CORPORATION #2003000370



06/14/2022

EASEMENT DETAILS



LINE	BEARING	DISTANCE
L1	S46°39'44"W	42.04'
L2	S43°20'08"E	14.09'
L3	S46°39'52"W	14.20'
L4	S46°31'38"W	14.14'
L5	N43°28'22"W	14.14'
L6	S19°08'19"E	5.00'
L7	N13°36'13"E	12.27'
L8	N79°57'21"W	86.57'
L9	S86°36'55"E	24.35'
L10	N79°57'21"W	101.01'
L11	N01°31'38"E	21.36'
L12	S01°31'38"W	28.50'
L13	S46°31'38"W	14.14'
L14	N65°11'29"W	18.94'
L15	S76°18'14"W	13.38'
L16	N69°12'01"W	9.41'
L17	N88°28'22"W	10.00'
L18	N43°17'39"W	14.10'
L19	N46°42'21"E	14.19'
L20	N88°28'22"W	86.81'
L21	N88°28'22"W	70.00'
L22	S88°28'22"E	30.00'
L23	N75°34'44"W	41.03'
L24	N75°34'44"W	44.11'
L25	N88°28'22"W	27.00'
L26	N88°28'22"W	53.00'
L27	S89°06'31"W	63.40'
L28	S89°06'31"W	63.40'
L29	N88°28'22"W	7.00'
L30	N88°28'22"W	70.00'
L31	N88°28'22"W	70.00'
L32	N88°28'22"W	17.00'
L33	N71°58'36"W	83.43'
L34	S88°28'22"E	30.83'
L35	N76°18'14"E	13.38'
L36	S69°12'01"E	9.41'
L37	S46°42'21"W	14.19'
L38	N75°46'54"W	115.75'
L39	N75°46'54"W	82.00'
L40	N75°46'54"W	7.40'
L41	N84°33'16"W	72.95'
L42	N84°33'16"W	69.89'
L43	S82°47'06"W	10.60'
L44	S82°47'06"W	70.82'
L45	S82°47'06"W	71.28'
L46	N55°40'39"W	82.73'
L47	N55°40'39"W	83.27'
L48	N55°40'39"W	12.90'
L49	N85°31'13"W	68.48'
L50	N85°31'13"W	70.09'
L51	N85°31'13"W	26.35'
L52	S82°19'31"W	73.15'
L53	S82°19'31"W	54.96'
L54	S04°37'01"W	101.70'
L55	N82°19'31"E	77.20'
L56	N82°19'31"E	70.99'
L57	N82°19'31"E	26.49'
L58	S85°31'13"E	47.23'
L59	S85°31'13"E	80.01'
L60	N01°53'04"E	103.72'
L61	N88°11'45"W	14.59'
L62	S36°48'15"W	26.41'
L63	S01°53'04"W	80.65'
L64	S85°31'13"E	8.21'
L65	S55°40'39"E	70.84'
L66	S55°40'39"E	82.94'
L67	S55°40'39"E	29.72'
L68	N82°47'06"E	45.49'
L69	N82°47'06"E	70.89'
L70	N82°47'06"E	25.59'
L71	S84°33'16"E	44.82'
L72	S84°33'16"E	70.14'
L73	S84°33'16"E	35.19'
L74	S75°46'54"E	35.70'
L75	S75°46'54"E	71.65'
L76	S75°46'54"E	92.13'
L77	N01°53'04"E	40.95'
L78	N88°06'56"W	11.88'
L79	N42°33'45"W	14.20'
L80	S56°55'19"W	10.63'
L81	N88°15'13"W	18.34'
L82	N47°06'15"E	14.63'
L83	S43°09'21"E	14.15'
L84	S46°37'05"W	14.21'
L85	N43°20'16"W	14.08'
L86	S56°55'19"W	10.63'
L87	N46°50'39"E	14.13'
L88	S88°06'56"E	6.26'
L89	S62°39'26"E	9.01'
L90	S88°11'45"E	32.39'
L91	N62°08'26"W	17.29'
L92	S43°11'45"E	14.14'
L93	S46°48'15"W	14.14'
L94	N88°11'45"W	3.66'
L95	S74°37'45"W	24.06'
L96	S74°37'45"W	19.06'
L97	S88°11'45"E	10.00'
L98	S01°48'15"W	10.00'
L99	N43°22'45"W	14.10'
L100	N27°27'33"E	11.09'
L101	N27°27'33"E	12.00'
L102	N74°37'45"E	28.67'
L103	N74°37'45"E	15.06'
L104	S88°11'45"E	37.59'
L105	S43°11'45"E	14.14'
L106	S01°26'25"W	5.00'
L107	S46°37'20"W	42.56'
L108	N88°33'35"W	71.66'
L109	N09°15'39"W	106.92'
L110	S09°15'39"E	131.04'
L111	N43°35'35"W	41.81'
L112	N46°39'38"E	14.20'
L113	N46°48'15"E	14.14'
L114	S86°49'30"W	45.55'
L115	S86°49'30"W	70.94'
L116	S89°52'23"W	38.97'
L117	N43°22'40"W	42.29'
L118	S01°48'15"W	21.28'

CURVE NUMBER	RADIUS	ARC DISTANCE	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	15.00'	13.62'	52°01'12"	N24°07'32"W	13.16'
C2	50.00'	5.37'	6°08'57"	N47°03'40"W	5.36'
C3	50.00'	67.55'	77°24'11"	N05°17'06"W	62.53'
C4	50.00'	62.60'	71°44'22"	N69°17'10"E	58.59'
C5	50.00'	33.50'	38°23'30"	N55°38'54"E	32.88'
C6	15.00'	13.62'	52°01'12"	S22°27'45"E	13.16'
C7	200.00'	32.61'	9°20'35"	S83°48'04"E	32.58'
C8	200.00'	71.44'	20°28'02"	S88°53'46"E	71.07'
C9	200.00'	71.76'	20°33'30"	S48°23'00"E	71.38'
C10	200.00'	66.20'	18°57'56"	S28°37'17"E	65.90'
C11	200.00'	20.63'	5°54'40"	S16°10'59"E	20.62'
C12	200.00'	51.50'	14°48'18"	S05°51'00"E	51.36'
C13	15.00'	13.62'	52°01'12"	S24°28'58"E	13.16'
C14	50.00'	43.35'	49°40'15"	S25°39'26"E	42.00'
C15	50.00'	22.37'	25°38'23"	S11°59'53"W	22.19'
C16	50.00'	39.68'	45°28'00"	S47°33'04"W	38.64'
C17	50.00'	63.93'	73°15'47"	N73°05'03"W	59.67'
C18	15.00'	13.62'	52°01'12"	N62°27'45"W	13.16'
C19	125.00'	50.79'	23°16'52"	N76°49'56"W	50.44'
C20	175.00'	4.80'	1°34'14"	N65°58'37"W	4.80'
C21	175.00'	71.58'	23°26'04"	N78°26'46"W	71.08'
C22	175.00'	41.23'	13°29'58"	S83°03'13"W	41.14'
C23	475.00'	16.92'	2°02'28"	S77°19'28"W	16.92'
C24	475.00'	70.92'	8°33'16"	S82°37'20"W	70.85'
C25	475.00'	70.07'	8°27'05"	N88°52'29"W	70.00'
C26	475.00'	70.77'	8°32'11"	N80°22'51"W	70.70'
C27	475.00'	57.31'	6°54'45"	N72°39'23"W	57.27'
C28	200.00'	6.34'	1°48'54"	N70°06'27"W	6.33'
C29	200.00'	60.94'	17°27'27"	N74°44'58"W	60.70'
C30	150.00'	14.66'	5°35'56"	S85°40'24"E	14.65'
C31	150.00'	35.80'	13°40'25"	S76°02'13"E	35.71'
C32	525.00'	37.95'	4°08'28"	S71°16'15"E	37.94'
C33	525.00'	81.49'	8°53'37"	S74°18'18"E	81.41'
C34	525.00'	80.12'	8°43'38"	S86°36'26"E	80.04'
C35	525.00'	70.49'	7°41'33"	N85°10'29"E	70.43'
C36	525.00'	46.04'	5°01'28"	N78°48'59"E	46.03'
C37	125.00'	12.49'	5°43'26"	N79°09'57"E	12.48'
C38	125.00'	71.48'	32°45'47"	S81°35'26"E	70.51'
C39	175.00'	31.61'	10°20'53"	S70°21'56"E	31.56'
C40	175.00'	39.50'	12°55'59"	S25°00'22"E	39.42'
C41	150.00'	84.59'	32°18'41"	S75°17'20"W	83.47'
C42	200.00'	63.07'	18°04'04"	S65°57'22"W	62.81'
C43	150.00'	5.79'	2°12'39"	S12°39'39"E	5.79'
C44	200.00'	58.97'	16°53'40"	S83°26'14"W	58.76'
C45	200.00'	5.78'	1°30'12"	N81°17'18"W	5.78'
C46	200.00'	71.94'	20°36'34"	N76°09'23"W	71.55'
C47	200.00'	12.90'	3°41'40"	N64°00'16"W	12.89'
C48	150.00'	39.47'	15°04'31"	N69°41'41"W	39.35'
C49	150.00'	27.29'	10°25'28"	N82°26'41"W	27.25'
C50	15.00'	13.62'	52°01'12"	S20°12'12"E	13.16'
C51	50.00'	47.14'	54°00'49"	S66°47'27"W	45.41'
C52	50.00'	19.64'	22°30'02"	N74°57'07"W	19.51'
C53	50.00'	43.48'	49°49'16"	N38°47'28"W	42.12'
C54	50.00'	59.08'	67°42'18"	N19°58'19"E	55.71'
C55	15.00'	9.83'	37°32'05"	N35°03'25"E	9.65'
C56	15.00'	3.79'	14°29'08"	S09°02'49"W	3.78'
C57	200.00'	113.03'	32°22'50"	N75°15'15"E	111.53'
C58	200.00'	7.48'	2°08'30"	N57°59'35"E	7.48'
C59	150.00'	91.53'	34°57'44"	S74°24'12"W	90.12'
C60	200.00'	11.19'	3°12'16"	S63°45'34"E	11.18'
C61	200.00'	41.87'	11°59'59"	S71°21'51"E	41.79'
C62	200.00'	37.84'	10°50'24"	S82°46'33"E	37.78'
C63	300.00'	72.86'	13°54'54"	S84°50'48"W	72.88'
C64	300.00'	17.07'	3°15'35"	S76°15'33"W	17.07'
C65	225.00'	66.07'	16°48'29"	N83°02'00"E	65.77'
C66	275.00'	33.55'	6°59'22"	N87°56'33"E	33.53'
C67	275.00'	47.13'	9°49'07"	N79°32'19"E	47.07'
C68	250.00'	30.08'	6°53'37"	N78°04'34"E	30.06'
C69	250.00'	44.86'	10°16'53"	N86°39'49"E	44.80'
C70	15.00'	11.16'	42°38'08"	N66°52'41"W	10.91'
C71	15.00'	2.45'	8°23'06"	S53°22'05"E	2.45'
C72	50.00'	64.81'	74°40'40"	S73°18'22"E	60.36'
C73	50.00'	61.65'	70°38'41"	N34°14'27"E	57.82'
C74	50.00'	42.88'	49°08'04"	N25°38'56"W	41.58'
C75	15.00'	13.62'	52°01'12"	N24°12'21"W	13.16'
C76	175.00'	211.77'	69°20'03"	S53°48'20"E	199.08'
C77	175.00'	63.12'	20°39'07"	S08°48'05"E	62.78'
C78	150.00'	60.95'	23°16'52"	N76°49'56"W	60.53'
C79	150.00'	100.80'	38°30'16"	N84°26'38"W	98.92'
C80	500.00'	301.03'	34°29'45"	N86°26'53"W	296.51'
C81	175.00'	58.86'	19°18'21"	N78°50'11"W	58.59'
C82	175.00'	103.44'	34°31'21"	N41°10'51"E	103.86'
C83	175.00'	106.79'	34°57'44"	N74°24'12"E	105.14'
C84	175.00'	79.29'	25°57'30"	N75°08'11"W	78.61'
C85	175.00'	79.53'	26°02'19"	S75°10'36"E	78.85'
C86	275.00'	82.43'	17°10'30"	S83°31'00"W	82.13'
C87	250.00'	73.34'	16°48'29"	S83°32'00"W	73.08'
C88	150.00'	67.96'	25°57'30"	S75°31'30"E	67.38'
C89	150.00'	49.08'	18°44'52"	S79°05'55"E	48.86'
C90	150.00'	132.43'	50°35'10"	S44°25'54"E	128.17'
C91	150.00'	54.10'	20°39'57"	S08°48'20"E	53.81'

PRELIMINARY PLAT OF TIGER CREEK SUBDIVISION

A SUBDIVISION IN THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI

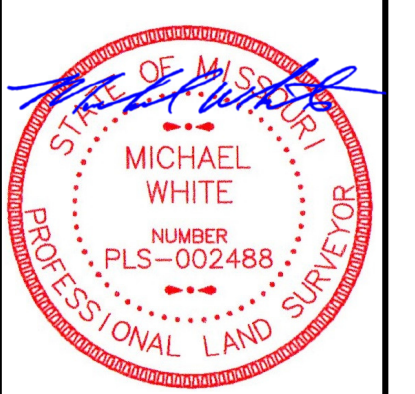
OWNER / DEVELOPER
S6 TIGER CREEK, LLC
5051 S. NATIONAL AVE, BLD 5-100
SPRINGFIELD, MO 65810

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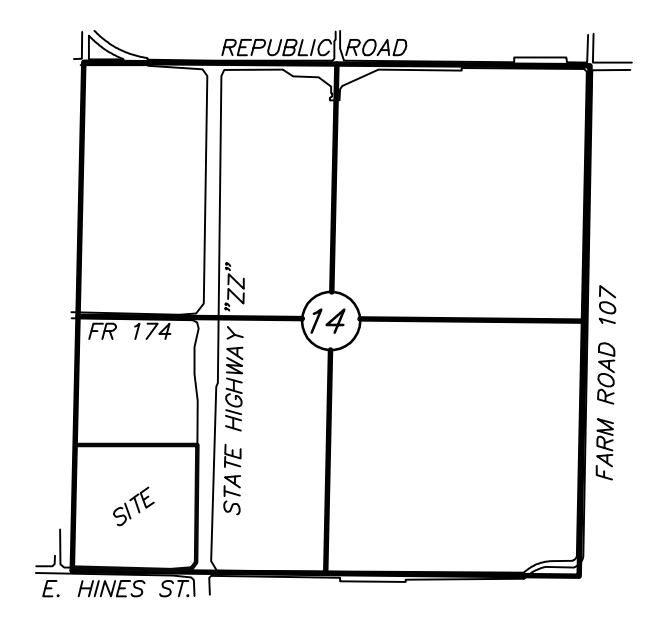
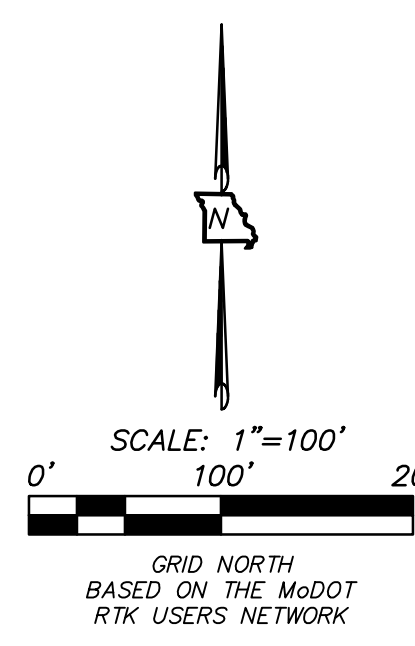
SURVEY DATE: 12.14.2021
DWG DATE: 06.14.2022
DRAWN BY: MW
S/T/R: 14/28/23
PROJECT No.: 2021-248

PRELIMINARY PLAT
PREPARED FOR
S6 TIGER CREEK, LLC
PROJECT LOCATION: FARM ROAD 178 & HIGHWAY "ZZ"
REPUBLIC, GREENE COUNTY, MISSOURI

PREPARED BY:
MICHAEL WHITE - MISSOURI
PROFESSIONAL LAND
SURVEYOR #2488
WHITE LAND SURVEYING, LLC -
MISSOURI PROFESSIONAL
LAND SURVEYING
CORPORATION #2003000370



06/14/2022
SHEET 1 OF 2



LOCATION MAP
SCALE: 1" = 2000'
SECTION 14, TOWNSHIP 28 NORTH, RANGE 23 WEST

GENERAL NOTES

- TOTAL AREA = 37.9 ACRES
- TOTAL NUMBER OF LOTS = 120
- ZONING: HIGH DENSITY SINGLE FAMILY RESIDENTIAL (R1-H)
- SMALLEST LOT: 2,000.0 SF (LOT 32)
- LARGEST LOT: 22,274.6 SF (LOT 76)
- BUILDING SETBACK LINES:
FRONT YARD = 25 FEET
REAR YARD = 25 FEET
SIDE YARD = 6 FEET
SIDE YARD ON CORNER LOT = 15 FEET (LOCAL ST.)
SIDE YARD ON CORNER LOT = 20 FEET (LOCAL TO COLLECTOR)
SIDE YARD ON CORNER LOT = 25 FEET (ALL OTHER INTERSECTIONS)
- SIDEWALK TO BE LOCATED ON ONE SIDE OF STREET
- NO DIRECT ACCESS SHALL BE ALLOWED FROM ANY RESIDENTIAL LOTS TO STATE HIGHWAY ZZ OR EAST HINES STREET
- HORIZONTAL & VERTICAL DATUM FOR THIS PROJECT IS BASED ON THE REPUBLIC GEOGRAPHIC REFERENCE SYSTEM, MONUMENT GR-50
- ACCORDING TO FEMA FLOOD INSURANCE MAP, A PORTION OF THIS PROPERTY DOES LIE WITHIN THE 100-YEAR FLOOD PLAIN.
- ALL STREETS SHALL BE 50' RIGHT-OF-WAY
- MAINTENANCE OF ANY COMMON GROUND AREA SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION
- RECORD SOURCE OF TITLE: BOOK 2022, PAGE 000304-22
- CLASS OF PROPERTY: URBAN
- PERMANENT MONUMENT LOT CORNERS (□) ARE A 5/8" REBAR, 24" IN LENGTH WITH AN ALUMINUM CAP STAMPED "MLS LSC 2003000370", ALL OTHER LOT CORNERS ARE A 1/2" REBAR, 18" IN LENGTH WITH A PLASTIC CAP STAMPED "MLS LSC 370"
- ALL LOT CORNERS SHALL BE SET WITHIN 1-YEAR AFTER THE DATE OF RECORDING OF THIS PLAT
- UNLESS SHOWN OTHERWISE, THERE IS A 10' UTILITY EASEMENT ALONG THE FRONT AND REAR OF EACH LOT
- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION RECORDED AT THE GREENE COUNTY RECORDERS OFFICE
- SEE SHEET 2 OF 2 FOR EASEMENTS AND COMMON AREAS

DESCRIPTION OF PLATTED AREA

THAT CERTAIN PARCEL OR TRACT OF LAND BEING LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 28 NORTH, RANGE 23 WEST, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4;
THENCE, N01°52'24"E, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 42.21 FEET TO AN POINT ON THE NEW NORTH RIGHT-OF-WAY LINE OF EAST HINES STREET; AND THE POINT OF BEGINNING;
THENCE, N01°56'04"E, ALONG SAID WEST LINE, A DISTANCE OF 1287.29 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4;
THENCE, S88°30'45"E, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1280.55 FEET TO A POINT ON THE APPARENT WEST RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY "ZZ";
THENCE, ALONG SAID APPARENT WEST RIGHT-OF-WAY LINE FOR THE FOLLOWING FIVE (5) DESCRIBED COURSES:
THENCE, S01°48'22"W, A DISTANCE OF 8.01 FEET;
THENCE, S88°11'38"E, A DISTANCE OF 5.00 FEET;
THENCE, S01°49'00"W, A DISTANCE OF 1214.29 FEET;
THENCE, S34°26'49"W, A DISTANCE OF 65.04 FEET;
THENCE, S86°49'30"W, A DISTANCE OF 116.49 FEET TO A POINT ON THE AFORESAID NEW NORTH RIGHT-OF-WAY LINE OF EAST HINES STREET;
THENCE, N88°33'35"W, ALONG SAID NEW NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1135.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 37.9 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.



PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

THAT I, MICHAEL WHITE, DO HEREBY DECLARE THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED PREPARED BY WHITE LAND SURVEYING, LLC, DATED DECEMBER 14, 2021, AND SIGNED BY MICHAEL WHITE P.L.S. NO. 2488 AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER THE PERSONAL SUPERVISION OF MICHAEL WHITE P.L.S. NO. 2488 IN ACCORDANCE WITH THE DIVISION OF GEOLOGY AND LAND SURVEY, MISSOURI DEPARTMENT OF NATURAL RESOURCES' "CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS PROMULGATED BY THE MISSOURI DEPARTMENT OF AGRICULTURE".

DATE PREPARED: JUNE 14, 2022
SIGNATURE: *Michael White*
MISSOURI PROFESSIONAL LAND SURVEYOR NO.: 2488

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00

Type of Application:

Other

Name of Applicant:

Tiger Creek (SUBD-PRE 22-001)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

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

- Approval Denial

Commissioner Name:

RANDALL ELLIS III

Commissioner Signature:



Date:

7/11/22

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00

Type of Application:

Other

Name of Applicant:

Tiger Creek (SUBD-PRE 22-001)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

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

Approval Denial

Commissioner Name:

Pinnace

Commissioner Signature:



Date:

7/11/22

Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

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

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

Statement of Relevant Facts Found:

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

Approval Denial

Commissioner Name: Commissioner Signature: Date:

Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

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

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

Statement of Relevant Facts Found:

Major concerns here generally all involve around traffic - not the responsibility of developer.

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

Commissioner Name: Commissioner Signature: Date:

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00

Type of Application:

Other

Name of Applicant:

Tiger Creek (SUBD-PRE 22-001)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

RI-14 110 lots
sewer + water capacity
Blue line stream

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

Approval Denial

Commissioner Name:

Brian DeBruine

Commissioner Signature:

Brian DeBruine

Date:

7-11-22

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00

Type of Application:

Other

Name of Applicant:

Tiger Creek (SUBD-PRE 22-001)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

[Empty box for Statement of Relevant Facts Found]

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

- Approval Denial

Commissioner Name:

Michael Mann

Commissioner Signature:

[Handwritten Signature]

Date:

7/11/2022



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-36 A Resolution of the City Council Approving the Demolition of the Current Public Works Building Located at 221 N. Main Avenue.

Submitted By: Andrew Nelson, BUILDS Administrator

Date: July 19, 2022

Issue Statement

The City is recommending the current Public Works building be demolished, upon completion of the new BUILDS facility, due to age and overall condition. These factors lend to demolition versus reuse.

Discussion and/or Analysis

With the construction of the new BUILDS facility, the Public Works staff and equipment will be able to be relocated from the downtown location. The previous investigation and assessment by Miller Engineering into the ongoing issues with mold, structural deficiencies, and overall condition, indicate that a repair in excess of \$500,000 (2018 cost) is necessary to simply bring the building to code. The limited space and reconfiguration necessary to utilize the building for any other City function would be in addition to the rehabilitation costs. Staff believes that the most appropriate use of the area and facility would be to demolish the existing building and provide space for future new use. Until such a time, the space would be used as additional green space and parking for City Hall. Items within, or attached to, the building, such as mechanical equipment, would be disposed of following the City's surplus and disposal policy.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL APPROVING THE DEMOLITION OF THE CURRENT PUBLIC WORKS BUILDING LOCATED AT 221 N. MAIN AVENUE

WHEREAS, the City of Republic, Missouri, (herein called the “City” and “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, upon construction of the new Public Works building, the City intends to relocate its Public Works Department staff members and equipment from its current location at 221 N. Main Avenue (“Current Public Works Building”) to the new building; and

WHEREAS, the City previously retained Miller Engineering to perform an investigation and assessment of the Current Public Works Building, for the purpose of examining various ongoing issues with the structure, including mold, structural deficiencies, and general overall condition; and

WHEREAS, the investigation by Miller Engineering revealed that in order to repair the Current Public Works Building simply to the point of code compliance (without adding any new or additional space) would cost the City over \$500,000; and

WHEREAS, when comparing the projected cost to simply bring the Current Public Works Building to code compliance against other feasible uses for the space, the Council finds it is in the best interest of the City to authorize the demolition of the Current Public Works Building in order to utilize the space created by the demolition as additional parking and storage for City staff and equipment, until such time as the space could be developed for an identified future use.

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

- Section 1.** The City Administrator, or his/her designee, on behalf of the City, is authorized to take the steps necessary and appropriate to demolish the current Public Works Building located at 221 N. Main Avenue in Republic, Missouri.
- Section 2.** The WHEREAS clauses are hereby specifically incorporated herein by reference.
- Section 3.** This Resolution shall become effective on and after the date of passage and approval as provided by law.

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

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-37 A Resolution of the City Council Authorizing the City Administrator to Enter into a Contract With Redec, LLC for Professional Advisory Services.

Submitted By: Andrew Nelson, BUILDS Administrator

Date: July 19, 2022

Issue Statement

An agreement to continue engagement in professional services with Redec, LLC for wastewater advisory.

Discussion and/or Analysis

The City of Republic desires to extend our current agreement with Redec, LLC to provide services related to obtaining funding for wastewater improvements, in a not-to-exceed amount of \$100,000. Scope of projects includes, but is not limited to, provide insight on legislative processes or procedures, review documents as requested, assist with messaging content and presentation of data, and assist with strategy and logistics that will aid the City in determining with whom and where to communicate the need for wastewater funding.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH REDEC, LLC FOR PROFESSIONAL ADVISORY SERVICES

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 entered into an Abatement Order on Consent with the Department of Natural Resources, as approved by the City Council on October 5, 2021 via Ordinance 21-62, to address the deficiencies with the City’s Wastewater Treatment Plant and to reach compliance; and

WHEREAS, the City anticipates construction of various anticipated wastewater treatment improvements within the City to be completed on or before April 2025; and

WHEREAS, the State of Missouri has announced a financial commitment from its American Rescue Plan Act (“ARPA”) funds allocation for water infrastructure improvements pursuant to which it will award those funds to select communicates in the form of grant programs; and

WHEREAS, the City has been working diligently to obtain available ARPA and other funding for its new wastewater treatment system, which involves a multi-step process with various complexities beginning in the early stages of applying for and obtaining the funds, to then documenting, allocating, obligating, and properly spending the funds as awarded; and

WHEREAS, in 2021, with approval of City Council, the City entered into an agreement with Redec, LLC (“Redec”) whereby Redec agreed to provide the City with professional advisory services in connection with the City’s efforts to obtain funds for its new wastewater treatment system; and

WHEREAS, the City believes Redec has provided it with valuable insight and assistance with its ongoing efforts to identify and successfully procure available funding through the state and/or ARPA/other grants for its new wastewater treatment system, and wishes to extend its agreement with Redec for Redec’s continued professional services toward those efforts; and

WHEREAS, the City Council believes it is in the City’s best interest to approve an agreement between the City and Redec for Redec to continue providing professional advisory services relating to the City’s efforts to identify and procure available funding for the new wastewater treatment system.

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

Section 1: The City Administrator is authorized to execute an agreement with Redec, LLC for its continued professional advisory services relating to the City’s efforts to obtain funding for its new wastewater treatment system.

Section 2: The City may not exceed total expenditures of \$100,000 in connection with the agreement between the City and Redec, LLC approved herein.

Section 3: The City Administrator, and/or his designee, is authorized on behalf of the City to take the steps necessary to execute this Resolution and initiate the engagement described herein.

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

Section 5: This Resolution shall become effective on and after the date of passage and approval as provided by law.

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

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH REDEC, LLC FOR CONSULTING SERVICES

WHEREAS, the City of Republic, Missouri, (herein called the "City") 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 entered into an Abatement Order on Consent with the Department of Natural Resources by Ordinance 21-62 passed by Council on October 5, 2021 to address Wastewater Treatment Plant deficiencies and reach compliance; and

WHEREAS, construction of anticipated wastewater treatment improvements may be completed on or before April of 2025; and

WHEREAS, the State of Missouri has American Rescue Plan Act funds available for grants to fund infrastructure projects; and

WHEREAS, the City is seeking assistance in grant administration and determining processes related to planning for, applying, obtaining, documenting, allocating, and utilizing identified grants and grant funding, including such as may be available through the State of Missouri and American Rescue Plan Act funds, and particularly in relation to the CITY's on-going efforts in relation to wastewater treatment needs of the CITY, including such as may be necessary to address Wastewater Treatment Plan deficiencies.

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

Section 1. The City Administrator is authorized to negotiate and enter into an agreement with Redec, LLC for consulting services.

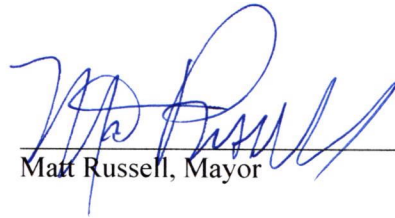
Section 2. The maximum amount of expenditure that may be incurred under the terms and conditions described is not to exceed \$100,000.00.

Section 3. The City Administrator or designee is authorized on behalf of the City to take the steps necessary to execute this Resolution and effect the resolved engagement described herein.

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

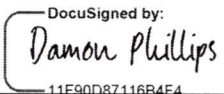
Section 5. This Resolution shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this 30th day of November 2021.


Matt Russell, Mayor

Attest:


Laura Burbridge, City Clerk

Approved as to Form:  11/23/2021, Damon Phillips, Interim City Attorney

Final Passage and Vote: The vote was 6 Aye-Deichman, Franklin, Gerke, Mitchell, Pool, and Wilson. 0 Nay. Motion Carried.

