



AMENDED AGENDA
City Council Meeting
Municipal Court Building, 540 Civic Blvd
May 17, 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
Jim Deichman, Ward IV

Call Meeting to Order

Opening Prayer

Pledge of Allegiance

Citizen Participation

Announcements-Mayor Russell

Consent Agenda

- [1.](#) Approve May 3, 2022 City Council Minutes.
- [2.](#) Approve Vendor List.
- [3.](#) Utility Billing Adjustment
- [4.](#) 22-R-25 A Resolution of the City Council to Amend Resolution 22-R-24 and to Authorize the Purchase of Four (4) 2022 Ford Escape Vehicles for BUILDS Department Employees.

Board, Commission, and Committee Schedule

Board of Adjustment Meeting	June 2, 2022
City Council Meeting	June 7, 2022
Planning & Zoning Meeting	June 13, 2022
City Council Meeting	June 21, 2022

Old Business and Tabled Items

- [5.](#) 22-30 An Ordinance of the City Council Approving the Annexation of Approximately 1.38 Acres Located at the 6700 Block of West US Highway 60 and Adjacent Right-of-Way.
- [6.](#) 22-32 An Ordinance of the City Council Amending Title VIII, Government Code, Chapter 805 Fee Schedule, Section 805.030 Alcoholic Beverages and Section 805.050 Buildings and Zoning.
- [7.](#) 22-33 An Ordinance of the City Council Authorizing the Permanent Closure of Farm Road 101 Between State Highway M and the Southernmost Entrance to Old Stone Apartments.

New Business (First Reading of Ordinances)

- [8.](#) 22-34 An Ordinance of the City Council Approving the Final Plat of the Mason Ridge Phase 1 Subdivision.

Other Business (Resolutions)

- [9.](#) 22-R-26 A Resolution of the City Council Awarding the Bid for Paving of the 2022 City Overlays to Blevins Asphalt Construction Company, Inc.

Reports from Staff

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

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



REPUBLIC
MISSOURI

MINUTES

City Council Meeting
Municipal Court Building, 540 Civic Blvd
May 03, 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
Shane Grooms, Ward III
Jim Deichman, Ward IV

Call Meeting to Order

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

Opening Prayer

Opening prayer was led by City Administrator David Cameron.

Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mayor Matt Russell.

Proclamations

Mayor Matt Russell announced that Council Member Grooms has resigned from his seat due to moving out of Republic. Mayor Russell thanked Mr. Grooms for his service and great questions. Mr. Grooms thanked everyone for this opportunity and advised not to let anyone run unopposed because sitting on this side of the meeting changes your view on the process. Mayor Russell advised we will be opening this position up and interviewing candidates in the future to fill his vacancy. Mr. Grooms left the meeting at 6:03 p.m. Council Member Chris Updike arrived at 6:03 p.m.

1. Employee Appreciation Week

Mayor Russell read the Employee Appreciation Week Proclamation and presented it to City Administrator David Cameron.

Citizen Participation

Mayor Russell opened citizen participation at 6:06 p.m. No one came forward so Mayor Russell closed citizen participation at 6:06 p.m.

Consent Agenda

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

2. Approve April 19, 2022 City Council Minutes.

3. 22-R-22 A Resolution of the City Council Awarding the Bid for a Standby Generator for the New BUILDS Department Building to Cummins Inc.

Board, Commission, and Committee Schedule

Board of Adjustment Meeting	May 5, 2022
Planning & Zoning Meeting	May 9, 2022
City Council Meeting	May 17, 2022
City Council Meeting	June 7, 2022

Old Business and Tabled Items

4. **22-24 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately Ninety-One Point Five-Five (91.55) Acres, Located at the 6500 Block of West U.S. Highway 60, from Agricultural (AG) and Light Industrial (M-1) to Wilson’s Valley Planned Development District (PDD).**

Motion was made by Council Member Franklin and seconded by Council Member Wilson to have the second reading of Bill 22-24 by title only. The vote was 7 Aye-Deichman, Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes was available for questions from Council. Council Member Franklin motioned for the passage of Bill 22-24. Council Member Updike seconded. A roll call vote was taken digitally. The vote was 7 Aye-Deichman, Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

5. **22-25 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately Four Point Nine-Two (4.92) Acres, Located at 1022 North Republic Commons Drive, from General Commercial (C-2) to Multi-Family Residential (R-3).**

Motion was made by Council Member Franklin and seconded by Council Member Mitchell to have the second reading of Bill 22-25 by title only. The vote was 7 Aye-Deichman, 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 22-25. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 7 Aye-Deichman, Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

6. **22-26 An Ordinance of the City Council Approving a Special Use Permit for Wilmoth Oil Company LLC to Operate a Self-Storage Facility on Property Located at the Southwest Termination of West Civic Boulevard.**

Motion was made by Council Member Updike and seconded by Council Member Deichman to have the second reading of Bill 22-26 by title only. The vote was 7 Aye-Deichman, Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor was available for questions from Council. Council Member Wilson motioned for the passage of Bill 22-26. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 7 Aye-Deichman, Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

7. **22-27 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Final Plat of the Oak Hills Phase 1 Subdivision.**

Motion was made by Council Member Franklin and seconded by Council Member Updike to have the second reading of Bill 22-27 by title only. The vote was 7 Aye-Deichman, Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes was available for questions from Council. Council Member Mitchell motioned for the passage of Bill 22-27. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 7 Aye-Deichman, Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

8. 22-28 An Ordinance of the City Council Authorizing the City Administrator to Execute an Intergovernmental Cooperative Agreement with Greene County for the Expansion of a Portion of Highway MM Between the Interstate-44 Interchange and the Route 360 Interchange.

Motion was made by Council Member Updike and seconded by Council Member Mitchell to have the second reading of Bill 22-28 by title only. The vote was 7 Aye-Deichman, Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Andrew Nelson was available for questions from Council. Council Member Mitchell motioned for the passage of Bill 22-28. Council Member Deichman seconded. A roll call vote was taken digitally. The vote was 7 Aye-Deichman, Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

9. 22-29 An Ordinance of the City Council Approving Budget Amendment No. 1 to the Budget for the Fiscal Year 2022.

Mayor Russell announced there is a proposed motion to amend Bill 22-29. Meghan Cook presented the changes that are proposed. Council Member Deichman motioned to amend Bill 22-29 as presented by Meghan Cook. Council Member Mitchell seconded. The vote was 7 Aye-Deichman, Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Motion was made by Council Member Wilson and seconded by Council Member Deichman to have the second reading of Bill 22-29 by title only. The vote was 7 Aye-Deichman, Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Council Member Franklin motioned for the passage of Bill 22-29. Council Member Mitchell seconded. A roll call vote was taken digitally. The vote was 7 Aye-Deichman, Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

New Business (First Reading of Ordinances)

10. A Public Hearing of the City Council Regarding Approving the Annexation of Approximately 1.38 Acres Located at the 6700 Block of West US Highway 60 and Adjacent Right-of-Way.

Mayor Matt Russell opened the Public Hearing at 6:21 p.m. Chris Sexton representing Timberline Land Co., 4031 E. Melody Lane, spoke in favor of the annexation. Mr. Sexton reported the planned usage for this property is a climate controlled self-storage facility. Mayor Russell closed the Public Hearing at 6:22 p.m.

11. 22-30 An Ordinance of the City Council Approving the Annexation of Approximately 1.38 Acres Located at the 6700 Block of West US Highway 60 and Adjacent Right-of-Way.

Motion was made by Council Member Mitchell and seconded by Council Member Franklin to have the first reading of Bill 22-30 by title only. The vote was 7 Aye-Deichman, Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes 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.

12. 22-31 An Ordinance of the City Council Amending Ordinance 22-10 Vacating a Portion of North Brookline Avenue to Correct a Scrivener's Error.

Motion was made by Council Member Wilson and seconded by Council Member Pool to have the first reading of Bill 22-31 by title only. The vote was 7 Aye-Deichman, Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill. After discussion, City Administrator David Cameron requested Council to have the second read and vote tonight. Council Member Wilson motioned to have the second read of Bill 22-31 and vote tonight. Council Member Franklin seconded. The vote was 6 Aye-Deichman, Franklin,

Mitchell, Pool, Updike, and Wilson. 0 Nay. 1 Abstain-Gerke. Motion Carried. Council Member Deichman motioned to have the second reading of Bill 22-31 by title only. Council Member Franklin seconded. The vote was 6 Aye-Deichman, Franklin, Mitchell, Pool, Updike, and Wilson. 0 Nay. 1 Abstain-Gerke. Motion Carried. Council Member Deichman motioned for the final passage of Bill 22-31. Council Member Wilson Seconded. The vote was 6 Aye-Updike, Pool, Wilson, Franklin, Deichman, Mitchell. 0 Nay. 1 Abstain-Gerke. Motion Carried.

13.22-32 An Ordinance of the City Council Amending Title VIII, Government Code, Chapter 805 Fee Schedule, Section 805.030 Alcoholic Beverages and Section 805.050 Buildings and Zoning.

Motion was made by Council Member Updike and seconded by Council Member Mitchell to have the first reading of Bill 22-32 by title only. The vote was 7 Aye-Deichman, Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes 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.

14.22-33 An Ordinance of the City Council Authorizing the Permanent Closure of Farm Road 101 Between State Highway M and the Southernmost Entrance to Old Stone Apartments.

Motion was made by Council Member Mitchell and seconded by Council Member Wilson to have the first reading of Bill 22-33 by title only. The vote was 7 Aye-Deichman, 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.

Other Business (Resolutions)

15.22-R-23 A Resolution of the City Council Expressing Support for the Ozarks Transportation Organization and Missouri Department of Transportation for Discretionary Grant Applications to Improve Interstate 44 from US Highway 65 to Kansas Expressway.

Motion was made by Council Member Pool and seconded by Council Member Mitchell to approve Resolution 22-R-23. Andrew Nelson provided an overview of the Resolution. The vote was 7 Aye-Franklin, Gerke, Grooms, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

16.22-R-24 A Resolution of the City Council Authorizing the Purchase of Four (4) 2022 Ford Escape Vehicles for BUILDS Department Employees.

Motion was made by Council Member Updike and seconded by Council Member Deichman to approve Resolution 22-R-24. Andrew Nelson provided an overview of the Resolution. The vote was 7 Aye-Franklin, Gerke, Grooms, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

Reports from Staff

City Administrator David Cameron apologized to staff for throwing the curveball on the procedural change on the second read. Mr. Cameron added this is something that isn't uncommon but he wanted to help facilitate this development and not plug up the agenda next time. Mr. Cameron thanked staff for the ever evolving agenda as we had multiple items added and removed. He added he appreciates the flexibility of Council and hopes to evaluate this in the future regarding first and second reads. Mr. Cameron shared his appreciation for the work that goes into these meetings.

City Administrator David Cameron spoke about street cuts, which is a pet peeve for him. Mr. Cameron added he is thankful to see the fee change added to ensure these are fixed appropriately. He added it is

difficult to overlay a street and see a poorly filled patch, but we need them back to a standard. Mr. Cameron thanked staff for looking out for that and the citizens.

City Administrator David Cameron referenced Resolution 22-R-23 as it reflects our “R”-Regional value. This project will add value to the citizens and allow us to support our neighboring cities.. This project has an immediate impact to the region and we as a community need to support regional efforts instead of staying in silos. Mr. Cameron added this will ultimately lead to the MM corridor for us in the future.

City Administrator David Cameron referenced the question the Mayor asked last meeting to define "minimizing the impact". This is our job and we have used the term “favor” often to describe the many blessings we have had. Mr. Cameron referenced the bond we issued in February. If we had waited until today with the market changes, it would have cost us \$2.7 million more. There has not been a day since we closed that the interest rate has gone down. Mr. Cameron shared there is a lot we continue to get right, including things beyond our control, adding we just saved \$2.7 million by being urgent and bold. Mr. Cameron reported it is unheard of to have something like this move so quickly from December to February.

City Administrator David Cameron referenced his report at the last meeting, presenting Mayor Russell and Council with the Trusted Leader Award in Government. Mr. Cameron reminded everyone that in 2017, Council adopted Our Mission, Vision, and Values. The clarity pillar from the Trust Edge emphasizes that people trust the clear and mistrust the ambiguous. We have adopted the eight pillars and the Parks Department's focus on the Connection Pillar in 2021 created great partnerships with Pumpkin Daze, Kiwanis for the parade, the Republic Chamber of Commerce, and Christmas on Main Street event. Mr. Cameron shared we sent our message back to the author and were recognized throughout the nation. Mr. Cameron commended staff for our pillar award, adding he is thankful for the trust of Council to adopt it and make it our framework.

Council Member Franklin thanked Council Member Grooms for his time on Council, adding he appreciated the input he gave and willingness to serve. Mr. Franklin showed Mr. Cameron his copy of the Mission, Vision, and Values he has kept since it was adopted. Mr. Franklin thanked staff for following the Mission, Vision, and Values, adding he appreciates staff's effort throughout the year to make this city great for the citizens. Mr. Franklin added he appreciates the great conversations we have had the last couple weeks.

Mayor Russell reported he was driving his kids to school and took a back road. Mayor Russell shared his truck was bouncing because of the poor condition of the road. Mayor Russell asked Andrew Nelson to come up to speak regarding the street issues now that the Sales Tax passed and returned the funds to the Streets Fund. Mayor Russell added that Mr. Nelson presented this information at the Chamber Luncheon today.

Andrew Nelson reported the bid for paving was re-advertised to get more bids and we are hoping to award the bid at the next meeting. The roads included in this bid are E. Hines from Basswood to Lincoln, Elm Street from Main to Bailey, Boston Lane from Highway 174 to Hines, and Hampton Avenue from 174 to Elm. Two roads are being widened along with the overlay: Miller from Lynn to Assisi Way and Illinois Avenue behind the police station. Mr. Nelson reported he hoped to get all the work in before August. Mr. Nelson added we have a long-term plan based on a conditional assessment done in 2018, ranking how bad each street was by a scale. There were so many, we could throw a dart and hit the bad ones for 10-11 years at our current funding rate. We are tackling the worst ones first with overlay as funding is added. Mr. Nelson reported the needed amount to invest in maintenance annually is \$1.2 million. Mr. Nelson added we have \$700,000 budgeted for this year. As the city grows, funding and revenue from the Street Fund should increase this in the future. If citizens have a specific issue, they can contact the BUILDS

department to let us know the priorities. Ultimately it is a matter of what makes the most impact based on traffic count.

Council Member Franklin asked for the number to call. Mr. Nelson reported their direct line is 732-3150.

City Administrator David Cameron reported he loved the presentation. This is a frustrating issue for Mr. Nelson because it is the hardest thing to explain without insulting someone. With such a small budget, \$12 million of work hasn't been done during the time the funds were reallocated. There isn't enough hours, staff, or machines to make up all that work. This need is like the Wastewater Treatment Plant, these are big projects and the ballot measure provided \$650,000.00. Mr. Cameron reported he is thankful to see Illinois on there as it is a frequent complaint. Mr. Cameron added there is patience and grace because it is going to take a while. Mr. Cameron reported we added about 25 miles in the last 10 years. That \$650,000.00 just provides a way to do maintenance as this is just overlay on the streets and not replacing them.

Mayor Russell asked about fixing the roads by Casey's and the schools. Mr. Nelson referenced the intersection as Highway 174 and Main Street, reporting we are actively working with the School District to assess that need. He added there are a multitude of options such as adding more length to their staging lanes, but Highway 174 and Main Street is a capacity problem even without the schools. Mr. Nelson added this will require a partnership between the city and MoDOT. Mr. Nelson added we won't see these roads addressed for a while even after funding is available. We are working with partner agencies and even after funding, it can still mean 2-3 years before it is addressed. Mr. Nelson added the best way to speed it up, is for citizens to voice their concerns to the other agencies involved including the OTO and MoDOT. We are advocating for this project, but there is a list of 200+ projects. When you rank this with other projects in other communities, it isn't even in the top 50 due to traffic counts. Citizens voicing concern prioritizes it and us participating in cost share agreements can help move it up the list.

City Administrator David Cameron referenced the cost share from the Governor, which we used to get MM Highway widened. We came up with a portion of it, but it would require a partnership to complete.

Mr. Nelson emphasized this need is on our radar and most improvements made will involve working with the school on planning and staging. He added that we have offered to partner in design and engineering efforts for staging lanes. Mr. Nelson reported the school is looking at adjacent properties and we have frequent conversations and emails with the school regarding this need.

City Administrator David Cameron added this is a regular agenda item and phone call issue we have with the School District, and we talk about this exhaustingly. Mr. Cameron added that Council Member Wilson had a great idea for staging and Olsson presented an option to it. This can't be fixed with pennies; it will take large bills. When you don't have money until now, the question is, is this the priority for funding? Which priority does the community want to address first? Illinois widening versus Highway 174 and Main Street. Mr. Cameron added this would be a great work session for 2023-2025.

Mayor Russell asked if the city can do a survey.

City Administrator David Cameron answered this is the Council's job to determine what is in the best interest of the community. A survey may move the priorities into less pressing needs which may be popular but less impactful in addressing the deficiencies. The appropriate survey would be with staff listing what is most pressing. Mr. Cameron advised Council may get feedback from citizens to bring to the discussion, adding what is important is communicating what those most pressing needs are. Mr. Cameron added rebuilding Miller would be the most costly project.

Andrew Nelson added we are working on a transportation publication for projects in 2023-2025. We haven't publicized the plan yet but would not want to do a survey until the programmed work is put out for the citizens to see.

Council Member Mitchell asked if it would be better to do less roads and do one big project instead of patching.

Andrew Nelson emphasized that we have to strike a balance with overlay to repair other streets which are too far gone. Mr. Nelson added the microseal on Miller bought us 5-10 years before the need of a major repair, taking the major repair money somewhere else.

Council Member Mitchell asked Mr. Nelson, if he could redo Highway 174 and Main Street, what would he do.

Mr. Nelson added based on the space available, a roundabout would be the best option and is the preferred option for MoDOT, as they don't want to add signals.

City Administrator David Cameron said the school has talked about building a road across the park at Boston Lane for staging, adding we have these discussions exhaustingly. Mr. Cameron reminded everyone we haven't been able to talk about repairing streets for 6 years due to funding, so this is a huge win for the citizens. Mr. Cameron asked if Hampton was on the list.

Mr. Nelson responded that it was on there between Highway 174 and Elm.

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 Updike at 7:08 p.m. to go into Executive session under RSMo 610.021.1 Pending and/or potential litigation. Closed session. Closed vote. Closed record. and 610.021.3 Hiring, firing, promotion, or disciplining personnel. Closed session. Closed vote. Closed record. The vote was 7 Aye-Mitchell, Pool, Franklin, Gerke, Updike, Wilson, and Deichman. 0 Nay. Motion Carried.

Motion was made by Council Member Updike and seconded by Council Member Franklin to adjourn the meeting at 8:14 p.m. The vote was 7 Aye-Updike, Franklin, Pool, Mitchell, Deichman, Wilson, and Gerke. 0 Nay. Motion Carried.

ATTEST:

Laura Burbridge, City Clerk

Matt Russell, Mayor



City of Republic

My Vendor Audit Report

Item 2.

For Date Range 04/01/2022 - 04/30/2022

Vendor	Added	Added User	Deleted	Deleted User
07835 - SWIM-RITE Inc	04/01/2022	SHERRI WOODS		
07836 - Lucas Green	04/05/2022	SHERRI WOODS		
07837 - Dwelling Place Decorating LLC	04/08/2022	SHERRI WOODS		
07838 - Target Solutions Learning LLC	04/08/2022	SHERRI WOODS		
07839 - ESO Solutions Inc	04/08/2022	SHERRI WOODS		
07840 - Andrew Nelson	04/12/2022	SHERRI WOODS		
07841 - Joseph G Lauber	04/19/2022	SHERRI WOODS		
07842 - Bryon Baker	04/20/2022	SHERRI WOODS		
07843 - Bailey Anne Chenowith	04/20/2022	SHERRI WOODS		
07844 - Jerry Lee Kennard	04/20/2022	SHERRI WOODS		
07845 - Heather Cribbs	04/20/2022	SHERRI WOODS		
07846 - TommyHawks Hatchet Co	04/21/2022	SHERRI WOODS		

Vendor Count: (12)



AGENDA ITEM ANALYSIS

Project/Issue Name: Utility Billing Adjustment
Submitted By: Meghin Cook
Date: 05/17/2022

Issue Statement

To issue a onetime adjustment to a utility billing customer.

Discussion and/or Analysis

Per city ordinance we are allowed to do a onetime adjustment to a utility account as this has been deemed appropriate with review of multiple members and approval by the City Administrator.

Date	Customer	Overread/Leak	Leak In	Water Gallons Adjusted	Water Amount Adjusted	Sewer Gallons Adjusted	Sewer Amount Adjusted
5/11/22	Shawn M Brandani	Leak	Main Line - April Billing	94,360	327.41	94,360	1,022.54

Recommended Action

Staff recommends the adjustment.



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		
5/11/2022	Shawn M Brandani	Leak	Main Line - April Billing	94,360	327.41	94,360	1,022.54



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-25 A Resolution of the City Council to Amend Resolution 22-R-24 and to Authorize the Purchase of Four (4) 2022 Ford Escape Vehicles for BUILDS Department Employees.

Submitted By: Andrew Nelson, BUILDS Administrator

Date: May 17, 2022

Issue Statement

The Republic BUILDS Department would like to purchase four (4) 2022 Ford Escapes to be used by BUILDS Department employees. Since the passage of 22-R-24, the cost of the vehicles was slightly higher than the not to exceed amount approved by Council.

Discussion and/or Analysis

The four vehicles will be split between three General Ledger accounts in the following manner:

- **1st Vehicle** - \$21,500 in GL Account 100-710-81010
- **2nd Vehicle** - \$24,500 split evenly between GL Accounts 220-422-81010, 510-442-81010, 520-432-81010
- **3rd Vehicle** - \$24,500 split evenly between GL Accounts 220-422-81010, 510-442-81010, 520-432-81010
- **4th Vehicle** - \$24,500 in GL Account 520-432-81010

This Resolution would raise the not to exceed amount to \$97,000.00 instead of \$95,000.00. The additional cost is estimated to be \$642.00.

Recommended Action

Staff recommends approval.

RESOLUTION NO. 22-R-25

A RESOLUTION OF THE CITY COUNCIL TO AMEND RESOLUTION 22-R-24 AND TO AUTHORIZE THE PURCHASE OF FOUR (4) 2022 FORD ESCAPE VEHICLES FOR BUILDS DEPARTMENT EMPLOYEES

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, the City has identified a need for four (4) 2022 Ford Escape vehicles (the “Vehicles”) to be utilized by employees of the City’s BUILDS Department, and desires to purchase the Vehicles to serve this purpose; and

WHEREAS, the Vehicles will be purchased utilizing the state bid through Corwin Ford Lincoln Republic, per the Missouri State Bid Purchase Agreement; and

WHEREAS, the BUILDS Department has allocated funds in the City’s 2022 budget for the Vehicles; and

WHEREAS, on May 3, 2022, Resolution 22-R-24 was passed with a not to exceed amount of \$95,000.00; and

WHEREAS, since the passage of resolution 22-R-24, the cost of the Vehicles has slightly increased; and

WHEREAS, the not to exceed cost of \$95,000.00 should be adjusted to \$97,000.00 to fully cover all expenses; and

WHEREAS, the Council finds the Vehicles will improve the scope and quality of services the City is able to provide its citizens.

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

- Section 1.** Pursuant to the Missouri State Bid Purchase Agreement, Corwin Ford Lincoln Republic is selected to sell four (4) new 2022 Ford Escape Vehicles to the City.
- Section 2.** The purchase price of the four (4) new 2022 Ford Escape Vehicles shall not exceed a total cost of \$97,000.00, exclusive of applicable tax.
- Section 3.** The City Administrator, or his/her designee(s), on behalf of the City, is authorized to take the necessary steps to implement this Resolution.
- 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.

RESOLUTION NO. 22-R-25

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: 22-30 An Ordinance of the City Council Approving the Annexation of Approximately 1.38 Acres Located at the 6700 Block of West US Highway 60 and Adjacent Right-of-Way.

Submitted By: Karen Haynes, BUILDS Department

Date: May 17, 2022

Issue Statement

The BUILDS Department received a Voluntary Annexation Application from Timberline Land Co. LLC for the Annexation of approximately one point three-eight (1.38) acres of land located at the 6700 Block of West US Highway 60 and adjacent Right-of-Way.

Discussion and/or Analysis

The property owner, Timberline Land Co. LLC, has submitted a Voluntary Annexation Request for the subject parcel.

City of Republic sanitary sewer and water services are available adjacent to the property. The subject parcel is compact and contiguous with the city limits of the City of Republic, as the subject parcel is surrounded by properties located in the City in all directions.

The Annexation, if approved by City Council, will effectively zone the subject parcel as Agricultural (AG), as the property has a current Greene County Zoning Designation of Agricultural, in accordance with City Code Section 435.010.B, which requires all annexed properties to be classified in the zoning district corresponding to Greene County’s zoning designation.

Recommended Action

Staff believes the Annexation of the subject property is consistent with the City’s Adopted Plans and is recommending approval of the request.

AN ORDINANCE OF THE CITY COUNCIL APPROVING THE ANNEXATION OF APPROXIMATELY 1.38 ACRES LOCATED AT THE 6700 BLOCK OF WEST US HIGHWAY 60 AND ADJACENT RIGHT-OF-WAY

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 BUILDS Department received a voluntary petition (“Application”) for the annexation of approximately 1.38 acres of land located at the 6700 Block of West US Highway 60 with an adjacent right-of-way (“Realty”); and

WHEREAS, the Realty is adjacent and contiguous to the present corporate limits of the City; and

WHEREAS, the City submitted the Application to the Planning and Zoning Commission (“Commission”) and set a public hearing before the Commission for May 3, 2022; and

WHEREAS, notice of the time and date of the public hearing before the Commission was published on April 13, 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 May 3, 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, no written objections to the proposed annexation were filed with the Council within fourteen (14) days after the date of the public hearing before the Commission;

WHEREAS, the Application was submitted to the Council for first read at its regular meeting on May 3, 2022, and submitted for second read at its regular meeting on May 17, 2022; and

WHEREAS, the Council finds the proposed annexation is reasonable and necessary for the City’s development, and further finds the City has the ability to furnish normal municipal services to the area within a reasonable time.

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

Section 1: The Realty, more fully described herein below, is hereby annexed into and made a part of the City of Republic, Missouri, and its boundaries are hereby extended to include the same:

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 NORTH 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: The City Clerk is hereby directed to cause three certified copies of this Ordinance to be filed with the Greene County Recorder of Deeds.

Section 3: The City Clerk is hereby directed to forward to the director of revenue of the State of Missouri by the United States registered mail or certified mail a certified copy of this Ordinance.

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

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:



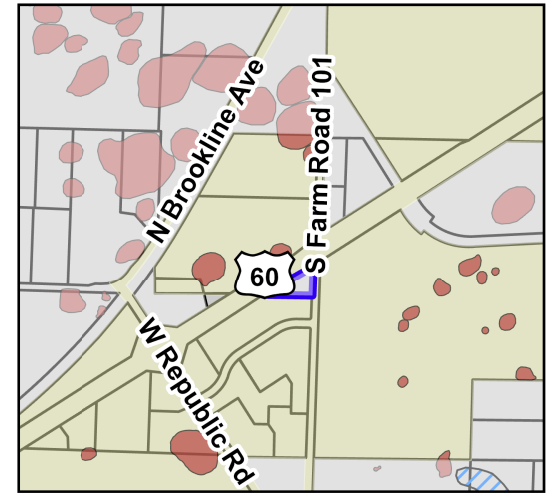
Megan McCullough, City Attorney

Final Passage and Vote:





ANNX 22-001: Timberline Land Co LLC

Item 5.

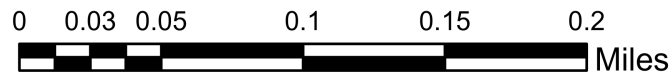
Vicinity Map



Legend

-  ANNX 22-001
-  Parcels
-  Sinkhole
-  Floodplain

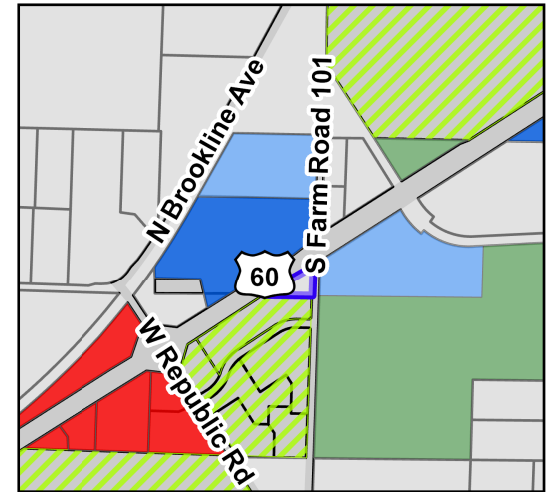
Parcel Owner: Timberline Land Company LLC
Parcel ID No: 881710100011
Area: 1.3 Acres
Greene County Zoning: Agriculture (A-1)
Incoming Zoning: Agricultural (AG)
Ward: 1



ANNX 22-001: Timberline Land Co LLC

Item 5.

Vicinity Map



Legend

ANNX 22-001

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

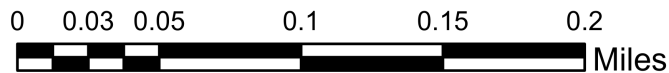
R1-H Single Family High Density

R1-Z Zero Lot Line Residential

R-2 Two-family Residential

R-3 Multi-family Residential

Parcel Owner: Timberline Land Company LLC
 Parcel ID No: 881710100011
 Area: 1.3 Acres
 Greene County Zoning: Agriculture (A-1)
 Incoming Zoning: Agricultural (AG)
 Ward: 1



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-32 An Ordinance of the City Council Amending Title VIII, Government Code, Chapter 805 Fee Schedule, Section 805.030 Alcoholic Beverages and Section 805.050 Buildings and Zoning.

Submitted By: Karen Haynes, Assistant BUILDS Administrator

Date: May 17, 2022

Issue Statement

Consideration to approve Amendments to Chapter 805 Fee Schedule, relating to fees administered and collected by the BUILDS Department.

Discussion and/or Analysis

BVD Table:

The BUILDS Department utilizes the Building Valuation Data (BVD) published by the International Code Council (ICC) for the calculation of both residential and commercial Building Fees; the BVD is published twice a year and typically adopted by the City on an annual basis. The BVD Table provides multiplication factors based upon the Group (Assembly, Storage, etc..) and Construction Type (IA, IIB, VB).

Building Fees for both residential and commercial are calculated by multiplying the total square footage by the BVD Factor by the Local Multiplier, in the following manor:

- Square Footage of Building x BVD x Local Multiplier
 - The Building Valuation Table (BVD) provides the “average” construction costs per square foot, updated every six months

Local Multiplier:

The Local Multiplier is a factor, used in the calculation of Building Permit Fees, based upon annual fiscal projections to fund the Building Services division of the BUILDS Department; the Local Multiplier will be adopted with the Budget annually.

- Local Multiplier: 0.0035
 - The Local Multiplier reduces the per square foot construction cost

Commercial Building Shell Multiplier:

The Commercial Building Shell Multiplier is a factor, used in the calculation of Building Permit Fees, for commercial structures designed without infill buildout; infill buildout will be reviewed and permitted separately.



- The Commercial Building Shell Multiplier will reduce the total per square foot construction cost
 - Commercial Building Shell Multiplier: 75%

Liquor Catering Permit:

The Liquor Catering Permit will allow any person who has a current State Business License to obtain a permit for liquor sale by drink at a location other than the location permitted on their State Liquor License for a period not to exceed 72 consecutive hours; this type of permit will allow for liquor for sale by drink at special events, temporary events, and catered events.

Liquor Temporary License Fee:

The State of Missouri may issue a Temporary Liquor License to establishments; the City of Republic's Temporary Liquor License will correspond with this type of license issued by the State.

Right of Way Fees:

The ROW/Street Repair Fee allows for the BUILDS Department to provide a temporary patch of 20 square feet of Cold Mix and 20 square feet of Hot Mix Asphalt; additional coverage will be charged at a per square foot basis.

ROW/Street Repair: \$1000 + \$25/square foot overage

Liquor Catering Permit Fee:

The Liquor Catering Permit was adopted as a recent Code Amendment to Chapter 600, allowing for a licensed entity to sell or serve alcohol somewhere other than the premises described in the State Liquor Permit; the Fee will be collected during the review process.

Temporary Liquor License:

The Temporary Liquor License allows for a permit to sell intoxicating liquor, on a temporary basis, for consumption on the premises where sold; the Fee will be collected during the review process.

Recommended Action

Staff recommends the **approval** of the referenced Amendment.

AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE VIII, GOVERNMENT CODE, CHAPTER 805 FEE SCHEDULE, SECTION 805.030 ALCOHOLIC BEVERAGES AND SECTION 805.050 BUILDINGS AND ZONING

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 of Republic has recognized the need to continually review and revise the Municipal Code of the City of Republic, Missouri to enhance clarity, simplify unnecessary complexity and eliminate ambiguity, meet the evolving demands and/or needs of the citizens when in accord with the City’s mission, vision and values, and to ensure compliance with applicable state law and regulation, and

WHEREAS, the City has identified a need for amendments and additions to Republic Municipal Code Sections 805.030 and 805.050, relating to the fees administered and collected by the City’s BUILDS Department.

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

Section 1: Title VIII, Government Code, Chapter 805, Section 805.030 Alcoholic Beverages, and Section 805.050 Buildings and Zoning, are hereby amended as follows:

805.030 Alcoholic Beverages

Schedule of License Fees			
Fee Name	Fee Amount	Fee Unit	Code Section
Malt Liquor	\$22.50	Original package	600.040.1(a)
Intoxicating Liquor (all kinds)	\$150.00	Original package	600.040.1(b)
Malt Liquor and light wines	\$52.50	By drink	600.040.1(c)
Intoxicating Liquor (all kinds)	\$450.00	By drink	600.040.1(d)
Common eating and drinking places	\$450.00		600.040.1(e)
Wine and brandy manufacturer	\$300.00		600.040.1(f)
Microbrewer	\$300.00		600.040.1(g)
Liquor manufacturer not otherwise licensed under Chapter 600	\$300.00		600.040.1(h)
Schedule of License Fees - Sunday Sales Additional Fees			

Fee Name	Fee Amount	Fee Unit	Code Section
Intoxicating liquor	\$300.00	Original package	600.040.2(a)
Restaurant bars	\$300.00		600.040.2(b)
Amusement places	\$300.00		600.040.2(c)
Common eating and drinking places	\$300.00		600.040.2(d)
Liquor by the drink - charitable organizations	\$300.00		600.040.2(e)
Permits			
Permit Name/Fee Name	Fee Amount	Fee Unit	Code Section
Temporary permit	\$37.50	By the drink for certain organizations	600.040.3(a)
Tasting permits	\$37.50		600.040.3(b)
Late Fee	\$12.50	If paid before January 31	605.010(D)
Late Fee	\$25.00	If paid after January 31	605.010(D)
<u>Liquor Catering Permit</u>	<u>\$20</u>	<u>Per day</u>	<u>600.040.3(c)</u>
Temporary License	<u>Cost of Associated License X 90 / 365</u>		<u>600.040.4</u>

805.050 Buildings And Zoning

Building Fees			
Fee Name	Fee Amount	Fee Units	Code Section
Electronic Payment Financing Surcharge	Up to 2.7%	Per credit card/debit card transaction	
Development Plan Review	\$1000	Cost of Review	Section 405.230(A)(2)
Special Use Permit Processing Fee	\$350	Paid at receipt of application	Section 405.230(A)(2)
Architectural Review: Third Party Architectural Review Internal Architectural Plan	Direct Reimbursement of Consultant \$50 per Hour		

Review			
Rezoning Processing Fee	\$500	Paid at receipt of application	
Appeals to the Board of Adjustment	\$1000		Section 405.980(A)(1)
No Contract of Sale Penalty	\$500	Each parcel of land	Section 405.980(A)(1)
Minor Subdivision Procedures	\$250		Section 410.120(A)
Major Subdivision Application for Preliminary Plat	\$500 plus \$2.00 per lot		Section 410.140
Construction Permit	Water Qty X Linear Ft \$.40 Sewer Qty X LF \$.40 Stormwater Qty X LF \$.30 Roadway/Sidewalk Qty X LF \$.25 Service Connection \$10.00 Each		Section 410.210(F)
Fire Hydrant Testing	\$35.00 each		Section 410.210(F)
EMA Impact	\$30.00 per acre		Section 410.210(F)
Plan Review Fee	10% of total Infrastructure Construction Inspection Fees, Fire Hydrant Testing, and EMA Impact Fees		Section 410.210(F)
Major Subdivision Application for Final Plat Fee	\$350.00	Payable with application	Section 410.230
Sign Permit & Inspections	\$100		Section 415.130(A)(1)
Easement/Right-of-Way Vacation	\$350		
Grading Permit	\$100		
Annexation			
Fee Name	Fee Amount	Fee Units	Code Section

Annexation Processing Fee	\$350.00 + \$10/ Acre over 5 Acres	Cost of Review	Section 435.010(A)
Per Pt			
Building Permits			
Fee Name	Fee Amount	Fee Units	Code Section
<u>Local Multiplier</u>	<u>0.0035</u>		<u>Section 500.050(E)(1)</u>
New Residential Building and Additions Permit	Fee = Gross Floor Area X Sq. Ft. Building Valuation Data X Local Multiplier	Requiring multiple inspections	Section 500.050(E)(4)(a)
Residential Remodels	Fee = Area of Work X Sq. Ft Building Valuation Data X Local Multiplier X .75	Requiring multiple inspections	Section 500.050(E)(4)(a)
Residential Building Permit Inspection Fee	\$50.00	Remodels, alterations, or renovations that require only a single inspection	Section 500.050(E)(5)(b)
New Commercial Buildings and Additions	Fee = Gross Floor Area X Sq. Ft. Building Valuation Data X Local Multiplier X Area Modifier	Requiring multiple inspections	Section 500.050(E)(6)(a)
<u>New Commercial Shell Building</u>	<u>Fee = Gross Floor Area X Sq. Ft. Building Valuation Data X Local Multiplier X Area Modifier X .75</u>	<u>Requiring multiple inspections</u>	
Commercial Remodel	Fee = Area of Work X Sq. Ft. Building Valuation Data X Local Multiplier X Area Modifier X .75	Requiring multiple inspections	Section 500.050(E)(7)(a)
Commercial Building Permit Inspection Fee	\$50.00	Commercial remodels, alterations, or renovations that require only a single inspection	Section 500.050(E)(7)(b)
Accessory Structures less than 200 Square Feet	\$20.00		Section 500.050(E)(8)(a)
Accessory Structure Greater than 200 Square Feet	Fee = Gross Floor Area X Sq. Ft. X Local Multiplier		Section 500.050(E)(8)(a)
Miscellaneous Permits			

Fee Name	Fee Amount	Fee Units	Code Section
Swimming Pool Permit	\$100.00		Section 500.050(E)(9)
Above Ground Pool Permit	\$25.00		Section 500.050(E)(9)
Fence Permit	\$20.00		Section 500.050(E)(9)
Fence Over 7 Ft Permit	\$50.00		Section 500.050(E)(9)
Demolition Permit	\$50.00		Section 500.050(E)(9)
Occupancy Change Permit	\$50.00		Section 500.050(E)(9)
Ground Level Porch/Deck Permit	\$20.00		Section 500.050(E)(9)
Elevated Porch/Deck Permit	\$50.00		Section 500.050(E)(9)
Temporary Structures Permit	\$50.00		Section 500.050(E)(9)
Uncategorized Work Permit	\$10.00	Per \$1,000 of construction cost for uncategorized work	Section 500.050(E)(9)
Building Permits for Which Construction Did Not Commence Administrative Fee	30% of Original	Percentage of Permit (refund of permits over \$50, if under \$50 then no refund) 70% Refunded to Customer	Section 500.050.11(b)(1)
Renewal of Expired Permit	50% of Original		Section 500.050(E)(10)
Work Done without a Permit	2X Permit Fee		Section 500.050(E)(12)(a)
Reinspection Fee	\$50.00	See Section to circumstance that re-inspection penalty applies	Section 500.050.12(b)
Floodplain Development Permit	\$100		
Plan Review Fees			
Fee Name	Fee Amount	Fee Units	Code Section
New Plan Review Fees	\$50.00	New Single or Two Family Residential Building or Addition	Section 500.050(E)(13)

Remodel Plan Review Fees	\$25.00	Single or Two Family Residential Remodel	Section 500.050(E)(13)
Multi Family Plan Review Fee	10% of Permit Fee - \$50.00 minimum	Multifamily Residential Building or Addition	Section 500.050(E)(13)
Revised Residential Plan Review	\$100		
Residential Plan Review	\$100		
Commercial Plan Review Fee	10% of Permit Fee - \$50.00 minimum	Commercial	Section 500.050(E)(13)
Emergency Notification System Impact Fees			
Fee Name	Fee Amount	Fee Units	Code Section
Emergency Notification System Impact Fee	\$30.00	Per Acre Fee	Section 500.060(A)(1)
Excavations Permits			
Fee Name	Fee Amount	Fee Units	Code Section
Right-of-Way Permit for adjacent property owner	\$25	Base Fee for Review	Section 510.100
Right Of Way Permit for non-adjacent property owner	\$100	Base Fee for Review	Section 510.100
Right Of Way (ROW)	\$100	Section 510.100	
Right Of Way (ROW)	\$100	Cost Per Boring	Section 510.100
<u>Street Cut Repair Base Fee</u>	<u>\$1000</u>	<u>Cost Per Repair</u>	<u>Section 510.100</u>
<u>Street Cut Repair (greater than 20 SF)</u>	<u>\$1000 + \$25(Total SF of Cut - 20)</u>	<u>Cost Per Repair</u>	<u>Section 510.100</u>
Right of Way Fees			
Fee Name	Fee Amount	Fee Units	Code Section
Application for Franchise or ROW Use Agreement Deposit	\$500.00	For Review	Section 515.040(B)
Small Wireless Facility Attached to City Owned Pole	\$200.00	Per Month Fee	Section 515.050(I)(5)(a)

Administrative and Zoning Fee	\$500.00	Per Wireless Antenna	Section 515.050(I)(5)(b)
Application Fee	\$100.00	Per Small Wireless Antenna	Section 525.070(C)(1)
Application Fee	\$500.00	Installation, Modification, or Relocation Per Pole	Section 525.070(C)(2)
Rate for Collection of Small Wireless Facility to a Pole Owned by the City	\$150.00	Per Pole Per Year	Section 525.070(D)(1)

EXPLANATION(S) - Matter in underlined, bold-face type in the above is added language. Matter in strikethrough in the above is deleted.

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

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

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 E. McCullough

Megan McCullough, City Attorney

Title VIII Fees

Chapter 800 General Provisions

Chapter 805 Fee Schedule

Chapter 800 General Provisions

800.010 Fee Schedule

800.010 Fee Schedule

A fee schedule has been developed and adopted by the City, as amended from time to time, as found in this Title. To the extent fees or penalties are imposed by other provisions of this Code, ordinance, resolution, state statute, or state regulations, and such fee or penalty is not also provided for in this Title, then such other fees or penalties apply notwithstanding this Title. No dates mentioned herein are intended to be nor shall they be construed as a sunset provision or as in any way limiting the time frame during which this Title or any Section is operative. Fees and penalties chargeable by various City departments are as set forth in the following sections.

HISTORY

Adopted by Ord. [20-53](#) on 12/8/2020

Chapter 805 Fee Schedule

805.010 Credit Card Processing Fee

805.020 Administration

805.030 Alcoholic Beverages

805.040 Animals

805.050 Buildings And Zoning

805.060 Business

805.070 Fire Protection And Prevention

805.080 Parks And Recreations Fees

805.090 Special Event Fees

805.100 Utility Administration

805.010 Credit Card Processing Fee

A surcharge or convenience fee of 1.7% if hereby imposed on any credit or debit card payment received by the City, for any fees under Sections 805.030, 805.040, 805.050, 805.060, 805.070 and, 805.090 when the City also accepts alternative methods of payment at no costs. This surcharge or convenience fee is to offset the costs associated with the acceptance of credit cards and when such surcharge or convenience fee is charged, the fee shall be posted at the point of sale.

HISTORY

Adopted by Ord. [20-53](#) on 12/8/2020

Amended by Ord. [21-74](#) on 1/1/2022

805.020 Administration

Administrative Fees		
Fee Name	Fee Description	Code Section
Imposition of Service Charge on Returned Checks	\$20.00	Section 110.100

HISTORY

Adopted by Ord. [20-53](#) on 12/8/2020

805.030 Alcoholic Beverages

Schedule of License Fees			
Fee Name	Fee Amount	Fee Unit	Code Section
Malt Liquor	\$22.50	Original package	600.040.1(a)
Intoxicating Liquor (all kinds)	\$150.00	Original package	600.040.1(b)
Malt Liquor and light wines	\$52.50	By drink	600.040.1(c)
Intoxicating Liquor (all kinds)	\$450.00	By drink	600.040.1(d)
Common eating and drinking places	\$450.00		600.040.1(e)
Wine and brandy manufacturer	\$300.00		600.040.1(f)
Microbrewer	\$300.00		600.040.1(g)
Liquor manufacturer not otherwise licensed under Chapter 600	\$300.00		600.040.1(h)
Schedule of License Fees - Sunday Sales Additional Fees			
Fee Name	Fee Amount	Fee Unit	Code Section
Intoxicating liquor	\$300.00	Original package	600.040.2(a)
Restaurant bars	\$300.00		600.040.2(b)
Amusement places	\$300.00		600.040.2(c)
Common eating and drinking places	\$300.00		600.040.2(d)

Liquor by the drink - charitable organizations	\$300.00		600.040.2(e)
Permits			
Permit Name/Fee Name	Fee Amount	Fee Unit	Code Section
Temporary permit	\$37.50	By the drink for certain organizations	600.040.3(a)
Tasting permits	\$37.50		600.040.3(b)
Late Fee	\$12.50	If paid before January 31	605.010(D)
Late Fee	\$25.00	If paid after January 31	605.010(D)
<u>Liquor Catering Permit</u>	<u>\$20</u>	<u>Per day</u>	<u>600.040.3(c)</u>
Temporary License	<u>Cost of Associated License X 90 / 365</u>		<u>600.040.4</u>

HISTORY

Adopted by Ord. [20-53](#) on 12/8/2020

[805.040 Animals](#)

Animal Control			
Fee Name	Fee Amount	Fee Units	Code Section
Impoundment Claiming Fee	\$50.00		Section 210.190(A)
Boarding Fee	\$10.00	Per day	Section 210.190(A)
Barn Cat Adoption	\$25		
Adoption Fee	\$75.00		Section 210.190(A)

Micro-chip Identification Fee	\$15.00		Section 210.190(A)
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HISTORY

Adopted by Ord. [20-53](#) on 12/8/2020

Amended by Ord. [21-74](#) on 1/1/2022

[805.050 Buildings And Zoning](#)

.980(A)(1)

Building Fees			
Fee Name	Fee Amount	Fee Units	Code Section
Electronic Payment Financing Surcharge	Up to 2.7%	Per credit card/debit card transaction	
Development Plan Review	\$1000	Cost of Review	Section 405.230(A)(2)
Special Use Permit Processing Fee	\$350	Paid at receipt of application	Section 405.230(A)(2)
Architectural Review: Third Party Architectural Review Internal Architectural Plan Review	Direct Reimbursement of Consultant \$50 per Hour		
Rezoning Processing Fee	\$500	Paid at receipt of application	
Appeals to the Board of Adjustment	\$1000		Section 405.980(A)(1)
No Contract of Sale Penalty	\$500	Each parcel of land	Section 405.980(A)(1)
Minor Subdivision Procedures	\$250		Section 410.120(A)

Major Subdivision Application for Preliminary Plat	\$500 plus \$2.00 per lot		Section 410.140
Construction Permit	Water Qty X Linear Ft \$.40 Sewer Qty X LF \$.40 Stormwater Qty X LF \$.30 Roadway/Sidewalk Qty X LF \$.25 Service Connection \$10.00 Each		Section 410.210(F)
Fire Hydrant Testing	\$35.00 each		Section 410.210(F)
EMA Impact	\$30.00 per acre		Section 410.210(F)
Plan Review Fee	10% of total Infrastructure Construction Inspection Fees, Fire Hydrant Testing, and EMA Impact Fees		Section 410.210(F)
Major Subdivision Application for Final Plat Fee	\$350.00	Payable with application	Section 410.230
Sign Permit & Inspections	\$100		Section 415.130(A)(1)
Easement/Right-of-Way Vacation	\$350		
Grading Permit	\$100		
Annexation			

Fee Name	Fee Amount	Fee Units	Code Section
Annexation Processing Fee	\$350.00 + \$10/ Acre over 5 Acres	Cost of Review	Section 435.010(A)

Per Pit

Building Permits			
Fee Name	Fee Amount	Fee Units	Code Section
<u>Local Multiplier</u>	<u>0.0035</u>		<u>Section 500.050(E)(1)</u>
New Residential Building and Additions Permit	Fee = Gross Floor Area X Sq. Ft. Building Valuation Data X Local Multiplier	Requiring multiple inspections	Section 500.050(E)(4)(a)
Residential Remodels	Fee = Area of Work X Sq. Ft Building Valuation Data X Local Multiplier X .75	Requiring multiple inspections	Section 500.050(E)(4)(a)
Residential Building Permit Inspection Fee	\$50.00	Remodels, alterations, or renovations that require only a single inspection	Section 500.050(E)(5)(b)
New Commercial Buildings and Additions	Fee = Gross Floor Area X Sq. Ft. Building Valuation Data X Local Multiplier X Area Modifier	Requiring multiple inspections	Section 500.050(E)(6)(a)
<u>New Commercial Shell Building</u>	<u>Fee = Gross Floor Area X Sq. Ft. Building Valuation Data X Local Multiplier X Area Modifier X .75</u>	<u>Requiring multiple inspections</u>	
Commercial Remodel	Fee = Area of Work X Sq. Ft. Building Valuation Data X Local	Requiring multiple inspections	Section 500.050(E)(7)(a)

	Multiplier X Area Modifier X .75		
Commercial Building Permit Inspection Fee	\$50.00	Commercial remodels, alterations, or renovations that require only a single inspection	Section 500.050(E)(7)(b)
Accessory Structures less than 200 Square Feet	\$20.00		Section 500.050(E)(8)(a)
Accessory Structure Greater than 200 Square Feet	Fee = Gross Floor Area X Sq. Ft. X Local Multiplier		Section 500.050(E)(8)(a)
Miscellaneous Permits			
Fee Name	Fee Amount	Fee Units	Code Section
Swimming Pool Permit	\$100.00		Section 500.050(E)(9)
Above Ground Pool Permit	\$25.00		Section 500.050(E)(9)
Fence Permit	\$20.00		Section 500.050(E)(9)
Fence Over 7 Ft Permit	\$50.00		Section 500.050(E)(9)
Demolition Permit	\$50.00		Section 500.050(E)(9)
Occupancy Change Permit	\$50.00		Section 500.050(E)(9)
Ground Level Porch/Deck Permit	\$20.00		Section 500.050(E)(9)
Elevated Porch/Deck Permit	\$50.00		Section 500.050(E)(9)
Temporary Structures Permit	\$50.00		Section 500.050(E)(9)

Uncategorized Work Permit	\$10.00	Per \$1,000 of construction cost for uncategorized work	Section 500.050(E)(9)
Building Permits for Which Construction Did Not Commence Administrative Fee	30% of Original	Percentage of Permit (refund of permits over \$50, if under \$50 then no refund) 70% Refunded to Customer	Section 500.050.11(b)(1)
Renewal of Expired Permit	50% of Original		Section 500.050(E)(10)
Work Done without a Permit	2X Permit Fee		Section 500.050(E)(12)(a)
Reinspection Fee	\$50.00	See Section to circumstance that re-inspection penalty applies	Section 500.050.12(b)
Floodplain Development Permit	\$100		
Plan Review Fees			
Fee Name	Fee Amount	Fee Units	Code Section
New Plan Review Fees	\$50.00	New Single or Two Family Residential Building or Addition	Section 500.050(E)(13)
Remodel Plan Review Fees	\$25.00	Single or Two Family Residential Remodel	Section 500.050(E)(13)
Multi Family Plan Review Fee	10% of Permit Fee - \$50.00 minimum	Multifamily Residential Building or Addition	Section 500.050(E)(13)
Revised Residential Plan Review	\$100		
Residential Plan Review	\$100		

Commercial Plan Review Fee	10% of Permit Fee - \$50.00 minimum	Commercial	Section 500.050(E)(13)
Emergency Notification System Impact Fees			
Fee Name	Fee Amount	Fee Units	Code Section
Emergency Notification System Impact Fee	\$30.00	Per Acre Fee	Section 500.060(A)(1)
Excavations Permits			
Fee Name	Fee Amount	Fee Units	Code Section
Right-of-Way Permit for adjacent property owner	\$25	Base Fee for Review	Section 510.100
Right Of Way Permit for non-adjacent property owner	\$100	Base Fee for Review	Section 510.100
Right Of Way (ROW)	\$100	Section 510.100	
Right Of Way (ROW)	\$100	Cost Per Boring	Section 510.100
<u>Street Cut Repair Base Fee</u>	<u>\$1000</u>	<u>Cost Per Repair</u>	<u>Section 510.100</u>
<u>Street Cut Repair (greater than 20 SF)</u>	<u>\$1000 + \$25(Total SF of Cut - 20)</u>	<u>Cost Per Repair</u>	<u>Section 510.100</u>
Right of Way Fees			
Fee Name	Fee Amount	Fee Units	Code Section
Application for Franchise or ROW Use Agreement Deposit	\$500.00	For Review	Section 515.040(B)

Small Wireless Facility Attached to City Owned Pole	\$200.00	Per Month Fee	Section 515.050(I)(5)(a)
Administrative and Zoning Fee	\$500.00	Per Wireless Antenna	Section 515.050(I)(5)(b)
Application Fee	\$100.00	Per Small Wireless Antenna	Section 525.070(C)(1)
Application Fee	\$500.00	Installation, Modification, or Relocation Per Pole	Section 525.070(C)(2)
Rate for Collection of Small Wireless Facility to a Pole Owned by the City	\$150.00	Per Pole Per Year	Section 525.070(D)(1)

HISTORY

Adopted by Ord. [20-53](#) on 12/8/2020

Amended by Ord. [21-74](#) on 1/1/2022

805.060 Business

Business Licenses			
Fee Name	Fee Amount	Fee Units	Code Section
Business License Late Fee	\$12.50	If paid before January 31st	Section 605.010(D)
Business License Late Fee	\$25.00	If paid after January 31st	Section 605.010(D)
Temporary Business License	\$15.00	Issued for a period of 30 days	Section 605.010(L)
Temporary Seasonal Business License	\$25.00	Issued for a period not to exceed 90 days	Section 605.010(M)
License Fee - Banks and Manufacturing	\$100.00		Section 605.015
License Fee - All Other Business	\$100.00		Section 605.015

License Fee - Home Based Business	\$25.00		Section 605.015
License Fee - Apartment Houses (including duplexes, triplex, etc.)	\$100.00	\$1.00 Each Additional Unit	Section 605.015
Hotels and motels, first (1st) unit	\$100.00	\$1.00 Each Additional Unit	Section 605.015
Prorating of License Fees	Prorated fee of \$100.00	If paid in the last quarter of the year	Section 605.020
Itinerant Merchant Licenses			
Fee Name	Fee Amount	Fee Units	Code Section
Selling Out of Vehicle with capacity of one-half (1/2) ton or less License	\$40.00	Per year or fraction	Section 605.110(A)(1)
Selling Out of Vehicle with capacity of one-half (1/2) ton not exceeding one and one-half (1 ½) ton	\$60.00	Per year or fraction	Section 605.110(A)(2)
Selling Out of Vehicle with capacity of over one and one-half (1 ½) ton	\$100.00	Per year or fraction	Section 605.110(A)(3)
Solicitors and Canvassers Licenses			
Fee Name	Fee Amount	Fee Units	Code Section
Identification Card/Annual Application Fee	\$100.00		Section 610.040(A)(4)
Solicitor Quarterly Permit	\$50.00	For 90 days	Section 610.040(A)(4)
Background for Solicitors	Actual Cost		Section 610.080
Massage Business Licenses			
Fee Name	Fee Amount	Fee Units	Code Section
Massage Business License	\$50.00	Annual	Section 615.030(A)

Prorated Massage Business License	\$25.00	New business commencing business in the last quarter of the year	Section 615.030(A)
Pawnshop & Pawnbroker Licenses			
Fee Name	Fee Amount	Fee Units	Code Section
Investigation Fee - New Pawn Shop	\$500.00		Section 630.020(C)(6)(a)
Second License or Additional Pawnshop License	\$250.00	If applicant is unlicensed at the time of applying for the pawnshop license	Section 630.020(C)(6)(a)
Annual Fee	\$500.00		Section 630.020(C)(6)(c)
Renewal License	\$500.00		Section 630.020(I)

HISTORY

Adopted by Ord. [20-53](#) on 12/8/2020

805.070 Fire Protection And Prevention

Fireworks Fees			
Fee Name	Fee Amount	Fee Units	Code Section
Fire Department Inspection Fee	\$25 minimum with (\$.08) per square foot	Structures and tents over five hundred (500) square feet	Section 205.071
Schedule of License Fees			
Permit Name	Fee Amount	Fee Description	Code Section
Alarm Permit	\$30.00	Administrative Fee	Section 207.070(B)
Amended Alarm Permit	\$15.00	Administrative Fee	Section 207.070(C)

HISTORY

Adopted by Ord. [20-53](#) on 12/8/2020

[805.080 Parks And Recreations Fees](#)

ATHLETICS

Athletics - Youth Athletic Leagues (Section 240.010)		
Fee Name	Resident	Non-Resident
Youth Boys Basketball (R)	\$300	\$325
Pee Wee Hoops	\$175	\$200
Winter Youth Volleyball	\$275	\$300
Spring Youth Soccer (U3/U4)	\$35 Per Player	\$35 Per Player
Spring Youth Soccer (U6)	\$200	\$225
Spring Youth Soccer (U7/U8)	\$250	\$275
Spring Youth Soccer (U9/U10)	\$300	\$325
Spring Youth Soccer (U11/U12)	\$325	\$350
Spring Youth Soccer (Middle)	\$400	\$425
Youth Boys Baseball	\$300	\$325
Youth Girls Softball	\$300	\$325
Co-Ed Tot-Ball	\$150	\$150
Fall Youth Baseball	\$175	\$200
Fall Youth Soccer (U3/U4)	\$35 Per Player	\$35 Per Player
Fall Youth Soccer (U6)	\$200	\$225
Fall Youth Soccer (U7/U8)	\$250	\$275
Fall Youth Soccer (U9/U10)	\$300	\$325
Fall Youth Soccer (U11/U12)	\$325	\$350
Fall Youth Soccer (Middle)	\$400	\$425

Youth Flag Football	\$200	\$225
Fall Youth Volleyball	\$250	\$275
Youth Girls Basketball	\$300	\$325
Futsal (3U-4U)	\$25 Per Player	\$25 Per Player
Futsal (6U/8U)	\$25 Per Player	\$25 Per Player
Futsal (10U-14U)	\$25 Per Player	\$25 Per Player
End of Season Tournament	\$100-\$125	\$100-\$125

Athletics - Republic Tigers Lacrosse Fees (Section 240.010)

League/Program	Resident	Non-Resident
High School Boys	\$200	
High School Girls	\$250	

Athletics - Adult Athletic League Fees (Section 240.010)

League/Program	Fee	Notes
Spring Adult Basketball	\$200/4 Game \$375/8 Game Double Headers	
Summer Adult Softball	\$200/4 Game \$375/8 Game Double Headers	
Fall Adult Softball	\$200/4 Game \$375/8 Game Double Headers	
Winter Miscellaneous Adult Sports	\$275	Pickleball, Adult Volleyball
Fall Miscellaneous Adult Sports	\$275	Pickleball, Adult Volleyball

Athletics - Miscellaneous Fees (Section 240.010)		
League/Program	Fee (12-64)	Fee (65+)
Youth Open Gym	Free	
Pickleball Open Play	Free	
Youth & Adult Admission Fee (Baseball/Softball Complex)	\$2 (12-64)	\$1 (65+)
Youth & Adult Admission Fee (Comm. Center - BB & VB)	\$2 (12-64)	\$1 (65+)

COMMUNITY PROGRAMMING

Community Programming - Toddler Programs (Section 240.010)		
Program	Program Duration	2022 Program Fee
Toddler Open Gym	35 Days	\$3/Day
Toddler Dance Party	12 Days	\$3/Day
Toddler Art Class	12 Days	\$5/Day
Toddler Music Class	12 Days	\$3/Day
Toddler Animal Encounters	9 Days	\$5/Day
Toddler Tumbling	4 Per Session	\$25/Session
Community Programming - Youth Programming (Section 240.010)		
Program	Program Duration	2022 Program Fee
Okinawan Karate	18 Per Session	\$90/Initial Family \$75/Add. Family \$50 Uniform Fee
School's Out Program - Upgraded	N/A	\$40/Day

Parent's Night Out	9 Days	\$15/Day
Summer Camps - Upgraded	6 Weeks	\$200/Week \$10-\$40 Late Pick-Up Fee
Homeschool Gym	N/A	\$4/Class

Community Programming - Senior Citizen Programming (Section 240.010)

Program	Class Duration	Program Fee
Arthritis Foundation Exercise	58	Free Program
Senior Movie Day	12	Free Program
Senior Trips	N/A	\$20-\$60
Senior Wii Bowling	6 Per Session	\$2/Session

Community Programming - Miscellaneous (Section 240.010)

Program	Class Duration	Program Fee
100 Mile Walking Club	N/A	Free Program
Community CPR/First Aid Classes	3 Days	\$60/Class
Mini Camps & Clinics	36	\$10-\$50

SPECIAL EVENTS
Community Programming - Special Events (Section 240.010)

Program	Date	2022 Program Fee
Father/Daughter Dance	February 4	\$35/Couple \$10/Additional \$40/Couple \$15/Additional
Easter Egg Hunt	April 9	Free Event

Community Yard Sale	TBD	\$20/Booth
Amp Events (8)	Various	\$1.00/Ticket
Family Campout	TBD	\$40/Family of 4 \$5/Add. Family
Have-A-Blast Celebration	July 1	Free Event
Youth Tigger Triathlon	July 29	/Early \$30/Late
Adult Tiger Triathlon	July 30	\$70-\$110
got Mud? Run (Youth & Family)	TBD\$30/Early \$35/Mid \$40/Late	
got Mud? Run (Adult)	TBD\$40/Early \$45/Mid \$50/Late	
Indoor Drive-In Movie	TBD	\$10 First Child \$5 Additional Siblings
BOOgie Bash	October 28	Free Event
Reindeer Run 5K	December 2	\$22/Early \$30/Early \$27/Late \$35/Late
Breakfast w/ Santa	December 3	\$3/Breakfast \$1/Picture

REPUBLIC AQUATIC CENTER

Community Programming - Admission/Season Passes (Section 240.010)		
Fee Name	Resident Fee	Non-Resident Fee
Daily Admission Fee	\$6.50/Day	\$7.50/Day

Huna Add-On	\$3/Day	\$3/Day
Non-Swimmer Fee	\$3/Day	\$3/Day
Season Passes	\$120/Initial \$30/Additional	\$140/Initial \$35/Additional

Community Programming - Programming (Section 240.010)

Fee Name	Resident Fee	Non-Resident Fee
Morning Splash Time	\$3/Day	
Morning Lap Time	\$2/Day	
Evening Swim	\$5/Day	
Group Swim (20+)	\$5/Day	
Parent/Child Starfish	\$30/Session	
Swimming Lessons	\$60/Session	
Open Water Exercise	\$5/Class	
Senior Water Exercise	\$5/Class	
Tiger Sharks Swim Team	\$80	

Community Programming - Facility Rentals (Section 240.010)

Fee Name	Resident Fee	Non-Resident Fee
Theme Party Package	\$150 (15 Swimmer) \$250 (30 Swimmers)	
Regular Party Package	\$125 (15 Swimmers) \$225 (30 Swimmers)	
Facility Rental (<75)	\$175/Hour	
Facility Rental (76-150)	\$200/Hour	
Facility Rental (>150)	\$225/Hour	

Huna Add-On	\$50/Hour	
Huna Rental	\$75/Hour	
	\$75	

FACILITY/EQUIPMENT RENTALS

Community Programming - Community Center Gym Rentals (Section 240.010)			
Rental Type	Fee (Non-Profit)	Fee (For Profit)	Rental Fee (League)
Full Court	\$25/Hour	\$40/Hour	\$20/Hour
	\$20/Hour 5+	\$28/Hour 5+	N/A
Half Court	\$12.50/Hour	\$20/Hour	\$10/Hour

Community Programming - Community Center Gym Rentals (Section 240.010)		
Rental Type	2022 Fee (Non-Profit)	2022 Fee (For Profit)
Community Room A	\$30/Hour	\$40/Hour
	\$22.50/Hour 5+	\$30/Hour 5+
Community Room B	\$40/Hour	\$55/Hour
	\$30/Hour 5+	\$42/Hour 5+
Community Room A&B	\$60/Hour	\$80/Hour
	\$45/Hour 5+	\$60/Hour 5+
Community Room C	\$20/Hour	\$30/Hour
	\$15/Hour 5+	\$22.50/Hour 5+
Party Packages	\$200 Basic \$280 Upgraded	N/A

Rentals - Gerry Pool Senior Friendship Center Rentals (Section 240.010)		
Description	Base Rental Fee	Additional Hour Fee

Banquet Room	\$80/4 Hours	\$10/Add'l Hour
Rentals - Pavilion (Section 240.010)		
Description	Base Rental Fee	Additional Hour Fee
Pavilion	\$10/Hour	
Rentals - Baseball/Softball Field Rentals (Section 240.010)		
Description	Base Rental Fee	Additional Hour Fee
Baseball/Softball Fields (Tournament)	\$150	
Baseball/Softball Fields (Practice)	\$30/Season	
Rentals - Amphitheater Rentals (Section 240.010)		
Rental Type	2022 Proposed Rental Fee (NP)	2022 Proposed Rental Fee (P)
Venue Only w/ Power	\$25/Hour	\$40/Hour
	\$20/Hour 5+	\$32/Hour 5+
Sound Equipment Add-On	\$150	\$175
Outdoor Movie Add-On	\$250	\$300
Stage Add-On	\$50	\$60
Truss Lighting Add-On	\$20	\$25
Rentals - Equipment Rentals (Section 240.010)		
Rental Type	2022 Proposed Rental Fee	
Canoe	\$15/Day	
Kayak	\$15/Day	
Tandem Kayak	\$15/Day	

Tiger Bounce House	\$25/Hour	
Disc Golf	Free	

HISTORY

Adopted by Ord. [20-53](#) on 12/8/2020

Amended by Ord. [21-74](#) on 1/1/2022

[805.090 Special Event Fees](#)

Special Event Permit (Section 240.010)			
Fee Name	Fee Amount	Fee Units	Code Section
Application Fee	Currently no fee		Section 212.023
Vendor Permit Fee	Currently no fee		Section 212.023
Late Fee	\$25.00	Additional	Section 212.023

HISTORY

Adopted by Ord. [20-53](#) on 12/8/2020

[805.100 Utility Administration](#)

UTILITY BILLING & ADMINISTRATION

Utility Billing & Administration		
Fee Name	Fee Amount	Code Section
Late Fee	\$5.00 - may be waived under certain circumstances	Section 705.050(A)
Reconnection/Processing Fee	\$25.00 Plus Delinquent Bill Amount - may be waived under certain circumstances	Section 705.050(B)
Adjustments-Leaks	Charge for Normal Water Usage - Amount of Bill for 3 months prior Customer to pay 10% of the Remainder	Section 705.060
Bad Check Service Charge	\$20.00 Service Charge	Section 705.080

Users Outside City Limits - Voluntary Consent to Annex	50% Additional Charge for Service, with exception provisions	Section 705.130
Base charge per month for 1,500 gallons or less Surcharge for each 1,000 gallons in excess of 1,500 gallons per month or fraction thereof	<i>Inside City Rate:</i> 1,500 Gallons Base \$7.56 Surcharge 1,000 gallons \$3.56 <i>Outside City Rate:</i> 1,500 Gallons Base \$11.34 Surcharge 1,000 Gallons \$5.34	Section 705.150(D)
Utility Billing & Administration - Deposit		
Meter Connection Size	Deposit Amount	Code Section
5/8-inch water meter connection	\$150.00 Deposit	Section 705.170
1-inch water meter connection	\$250.00 Deposit	Section 705.170
2-inch water meter connection	\$500.00 Deposit	Section 705.170
3-inch water meter connection	\$700.00 Deposit	Section 705.170
4-inch water meter connection	\$1,000.00 Deposit	Section 705.170
6-inch water meter connection	\$1,500.00 Deposit	Section 705.170
8-inch water meter connection	\$2,000.00 Deposit	Section 705.170
Utility Billing & Administration - Hydrant Meter Deposit		
Meter Connection Size	Deposit Amount	Code Section
Temporary Metering devices under 2"	\$500 Deposit	Section 705.180
Temporary 2" or larger metering device	\$2000 Deposit	Section 705.180
Labor for Installation	\$50 Per Meter	Section 705.180
Extended Term Metering devices under 2"*	\$1,000.00 Deposit	Section 705.180

Extended Term Metering devices 2" or larger metering devices*	3000 Deposit	Section 705.180
Water Rate for Temporary Meters	1,500 Gallons Base \$30 Surcharge 1,000 gallons \$20	
* Requires lease long-term lease agreement with BUILDS department		
Utility Billing & Administration - Miscellaneous Charges		
Fee Name	Fee Amount	Code Section
Account Setup Fee	\$10.00	Section 705.190(A)
Subsequent Meter Installation Trip Charge	\$25.00	Section 705.190(B)
Meter Assembly (Installed) Charge - 5/8 X 3/4 inches	\$900	Section 900 Section 705.190(B)
Meter Assembly (Installed) Charge - 1 inch	\$1,250	Section 250 Section 705.190(B)
Meter Assembly (Installed) Charge - 2 inch	\$3,540	Section 705.190(B)
Meter Assembly (Installed) Charge - 3 inch	\$4,850	Section 705.190(B)
Meter Assembly (Installed) Charge - 4 inch	Quote on Request	Section 705.190(B)
Meter Assembly (Installed) Charge - 6 inch	Quote on Request	Section 705.190(B)
Turn-On Charge - (Customer Requested Temporary Disconnection No Longer than 48 Hours	\$25.00	Section 705.190(C)
Utility Billing & Administration - Sanitary Sewer Rates		
Base Charge Rate	Surcharge Rate	Code Section
Base charge per month for 1,500 gallons or less. Surcharge for each 1,000 gallons in excess of 1,500 gallons per month or fraction thereof.	<i>Inside City Rate:</i> 1,500 Gallons Base \$18.80 Surcharge 1,000 gallons \$11.17 <i>Outside City Rate:</i>	Section 705.210

	1,500 Gallons Base \$28.20 Surcharge 1,000 Gallons \$16.77	
Utility Billing & Administration - Sanitary Sewer Rates		
Fee Description	Fee Per Unit	Code Section
Extra Charge for Discharge of Excess BOD - Inside City Limits	\$.33 per pound of excess BOD discharged	Section 705.220.1(A)
Extra Charge for Discharge of Excess BOD - Outside City Limits	\$.50 per pound of excess BOD discharged	Section 705.220.1(B)
Extra Charge for Discharge for Excess TSS concentration - Inside City Limits	\$.26 per pound of excess per pound of excess TSS discharged	Section 705.220.2(A)
Extra Charge for Discharge for Excess TSS concentration - Outside City Limits	\$.39 per pound of excess TSS discharged	Section 705.220.2(B)
Extra Charge for Discharge of Excess Phosphorus - Inside City Limits	\$.53 per pound of excess phosphorus discharged	Section 705.220.3(A)
Extra Charge for Discharge of Excess Phosphorus - Outside City Limits	\$.80 per pound of excess phosphorus discharged	Section 705.220.3(B)
Extra Charge for Discharge of Toxic Substances	Customer liable for all costs incurred by the City.	Section 705.220.4
Impact Fee Schedules	See Tables Below	Section 705.250
Water Impact Fees - Section 705.250		
Meter Size (inches)	Water Impact Fee	Notes
<i>Impact Fees</i>		
5/8 or ¾	\$250	Single-family residential size and individual connections in "R-2" and "R-1Z", otherwise 1 inch
1	\$1,600	Minimum fee for "R-3"

2	\$3,200	Multi-family
3	\$4,800	Multi-family
4 or Larger	\$6,500	
Sewer Impact Fees Section 705.250		
Meter Size (inches)	Sewer Impact Fee	Notes
<i>Impact Fees</i>		
5/8 or ¾	\$850	Single-family residential size and individual connections in "R-2" and "R-1Z", otherwise 1 inch
1	\$2,000	Minimum fee for "R-3"
2	\$5,000	Multi-family
3	\$13,500	Multi-family
4 or Larger	\$18,000	
Customer Responsibilities Pertaining to Water Services		
Fee Description	Fee Amount	Code Section
Water Service Line Inspection	\$50	Section 710.290(D)
Sewer and Sewage Disposal		
Fee Description	Fee Amount	Code Section
Sewer Lateral Inspection Fee Connection to Publicly-Owned Treatment Works	\$50	Section 715.130(1)

HISTORYAdopted by Ord. [20-53](#) on 12/8/2020Amended by Ord. [21-74](#) on 1/1/2022

805.030 Alcoholic Beverages

Schedule of License Fees			
Fee Name	Fee Amount	Fee Unit	Code Section
Malt Liquor	\$22.50	Original package	600.040.1(a)
Intoxicating Liquor (all kinds)	\$150.00	Original package	600.040.1(b)
Malt Liquor and light wines	\$52.50	By drink	600.040.1(c)
Intoxicating Liquor (all kinds)	\$450.00	By drink	600.040.1(d)
Common eating and drinking places	\$450.00		600.040.1(e)
Wine and brandy manufacturer	\$300.00		600.040.1(f)
Microbrewer	\$300.00		600.040.1(g)
Liquor manufacturer not otherwise licensed under Chapter 600	\$300.00		600.040.1(h)
Schedule of License Fees - Sunday Sales Additional Fees			
Fee Name	Fee Amount	Fee Unit	Code Section
Intoxicating liquor	\$300.00	Original package	600.040.2(a)
Restaurant bars	\$300.00		600.040.2(b)
Amusement places	\$300.00		600.040.2(c)
Common eating and drinking places	\$300.00		600.040.2(d)
Liquor by the drink - charitable organizations	\$300.00		600.040.2(e)
Permits			
Permit Name/Fee Name	Fee Amount	Fee Unit	Code Section
Temporary permit	\$37.50	By the drink for certain organizations	600.040.3(a)

Tasting permits	\$37.50		600.040.3(b)
Late Fee	\$12.50	If paid before January 31	605.010(D)
Late Fee	\$25.00	If paid after January 31	605.010(D)
<u>Liquor Catering Permit</u>	<u>\$20</u>	<u>Per day</u>	<u>600.040.3(c)</u>
Temporary License	<u>Cost of Associated License X 90 / 365</u>		<u>600.040.4</u>

805.050 Buildings And Zoning

Building Fees			
Fee Name	Fee Amount	Fee Units	Code Section
Electronic Payment Financing Surcharge	Up to 2.7%	Per credit card/debit card transaction	
Development Plan Review	\$1000	Cost of Review	Section 405.230(A)(2)
Special Use Permit Processing Fee	\$350	Paid at receipt of application	Section 405.230(A)(2)
Architectural Review: Third Party Architectural Review Internal Architectural Plan Review	Direct Reimbursement of Consultant \$50 per Hour		
Rezoning Processing Fee	\$500	Paid at receipt of application	
Appeals to the Board of Adjustment	\$1000		Section 405.980(A)(1)
No Contract of Sale Penalty	\$500	Each parcel of land	Section 405.980(A)(1)
Minor Subdivision Procedures	\$250		Section 410.120(A)
Major Subdivision Application for Preliminary Plat	\$500 plus \$2.00 per lot		Section 410.140
Construction Permit	Water Qty X Linear Ft \$.40 Sewer Qty X LF \$.40 Stormwater Qty X LF \$.30 Roadway/Sidewalk Qty X		Section 410.210(F)

	LF \$.25		
	Service Connection \$10.00 Each		
Fire Hydrant Testing	\$35.00 each		Section 410.210(F)
EMA Impact	\$30.00 per acre		Section 410.210(F)
Plan Review Fee	10% of total Infrastructure Construction Inspection Fees, Fire Hydrant Testing, and EMA Impact Fees		Section 410.210(F)
Major Subdivision Application for Final Plat Fee	\$350.00	Payable with application	Section 410.230
Sign Permit & Inspections	\$100		Section 415.130(A)(1)
Easement/Right-of-Way Vacation	\$350		
Grading Permit	\$100		
Annexation			
Fee Name	Fee Amount	Fee Units	Code Section
Annexation Processing Fee	\$350.00 + \$10/ Acre over 5 Acres	Cost of Review	Section 435.010(A)

Per Pt

Building Permits			
Fee Name	Fee Amount	Fee Units	Code Section
<u>Local Multiplier</u>	<u>0.0035</u>		<u>Section 500.050(E)(1)</u>
New Residential Building and Additions Permit	Fee = Gross Floor Area X Sq. Ft. Building Valuation Data X Local Multiplier	Requiring multiple inspections	Section 500.050(E)(4)(a)
Residential Remodels	Fee = Area of Work X Sq. Ft Building Valuation Data X Local Multiplier X .75	Requiring multiple inspections	Section 500.050(E)(4)(a)
Residential Building Permit Inspection Fee	\$50.00	Remodels, alterations, or renovations that require only a single inspection	Section 500.050(E)(5)(b)
New Commercial Buildings	Fee = Gross Floor Area	Requiring multiple	Section

and Additions	X Sq. Ft. Building Valuation Data X Local Multiplier X Area Modifier	inspections	500.050(E)(6)(a)
<u>New Commercial Shell Building</u>	<u>Fee = Gross Floor Area X Sq. Ft. Building Valuation Data X Local Multiplier X Area Modifier X .75</u>	<u>Requiring multiple inspections</u>	
Commercial Remodel	Fee = Area of Work X Sq. Ft. Building Valuation Data X Local Multiplier X Area Modifier X .75	Requiring multiple inspections	Section 500.050(E)(7)(a)
Commercial Building Permit Inspection Fee	\$50.00	Commercial remodels, alterations, or renovations that require only a single inspection	Section 500.050(E)(7)(b)
Accessory Structures less than 200 Square Feet	\$20.00		Section 500.050(E)(8)(a)
Accessory Structure Greater than 200 Square Feet	Fee = Gross Floor Area X Sq. Ft. X Local Multiplier		Section 500.050(E)(8)(a)
Miscellaneous Permits			
Fee Name	Fee Amount	Fee Units	Code Section
Swimming Pool Permit	\$100.00		Section 500.050(E)(9)
Above Ground Pool Permit	\$25.00		Section 500.050(E)(9)
Fence Permit	\$20.00		Section 500.050(E)(9)
Fence Over 7 Ft Permit	\$50.00		Section 500.050(E)(9)
Demolition Permit	\$50.00		Section 500.050(E)(9)
Occupancy Change Permit	\$50.00		Section 500.050(E)(9)
Ground Level Porch/Deck Permit	\$20.00		Section 500.050(E)(9)
Elevated Porch/Deck Permit	\$50.00		Section 500.050(E)(9)
Temporary Structures Permit	\$50.00		Section 500.050(E)(9)

Uncategorized Work Permit	\$10.00	Per \$1,000 of construction cost for uncategorized work	Section 500.050(E)(9)
Building Permits for Which Construction Did Not Commence Administrative Fee	30% of Original	Percentage of Permit (refund of permits over \$50, if under \$50 then no refund) 70% Refunded to Customer	Section 500.050.11(b)(1)
Renewal of Expired Permit	50% of Original		Section 500.050(E)(10)
Work Done without a Permit	2X Permit Fee		Section 500.050(E)(12)(a)
Reinspection Fee	\$50.00	See Section to circumstance that re-inspection penalty applies	Section 500.050.12(b)
Floodplain Development Permit	\$100		
Plan Review Fees			
Fee Name	Fee Amount	Fee Units	Code Section
New Plan Review Fees	\$50.00	New Single or Two Family Residential Building or Addition	Section 500.050(E)(13)
Remodel Plan Review Fees	\$25.00	Single or Two Family Residential Remodel	Section 500.050(E)(13)
Multi Family Plan Review Fee	10% of Permit Fee - \$50.00 minimum	Multifamily Residential Building or Addition	Section 500.050(E)(13)
Revised Residential Plan Review	\$100		
Residential Plan Review	\$100		
Commercial Plan Review Fee	10% of Permit Fee - \$50.00 minimum	Commercial	Section 500.050(E)(13)
Emergency Notification System Impact Fees			
Fee Name	Fee Amount	Fee Units	Code Section
Emergency Notification System Impact Fee	\$30.00	Per Acre Fee	Section 500.060(A)(1)

Excavations Permits			
Fee Name	Fee Amount	Fee Units	Code Section
Right-of-Way Permit for adjacent property owner	\$25	Base Fee for Review	Section 510.100
Right Of Way Permit for non-adjacent property owner	\$100	Base Fee for Review	Section 510.100
Right Of Way (ROW)	\$100	Section 510.100	
Right Of Way (ROW)	\$100	Cost Per Boring	Section 510.100
<u>Street Cut Repair Base Fee</u>	<u>\$1000</u>	<u>Cost Per Repair</u>	<u>Section 510.100</u>
<u>Street Cut Repair (greater than 20 SF)</u>	<u>\$1000 + \$25(Total SF of Cut - 20)</u>	<u>Cost Per Repair</u>	<u>Section 510.100</u>
Right of Way Fees			
Fee Name	Fee Amount	Fee Units	Code Section
Application for Franchise or ROW Use Agreement Deposit	\$500.00	For Review	Section 515.040(B)
Small Wireless Facility Attached to City Owned Pole	\$200.00	Per Month Fee	Section 515.050(I)(5)(a)
Administrative and Zoning Fee	\$500.00	Per Wireless Antenna	Section 515.050(I)(5)(b)
Application Fee	\$100.00	Per Small Wireless Antenna	Section 525.070(C)(1)
Application Fee	\$500.00	Installation, Modification, or Relocation Per Pole	Section 525.070(C)(2)
Rate for Collection of Small Wireless Facility to a Pole Owned by the City	\$150.00	Per Pole Per Year	Section 525.070(D)(1)



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-33 An Ordinance of the City Council Authorizing the Permanent Closure of Farm Road 101 Between State Highway M and the Southernmost Entrance to Old Stone Apartments.

Submitted By: Garrett Brickner, Engineering Manager

Date: May 17, 2022

Issue Statement

This ordinance would authorize City Staff to close a portion of Farm Road 101.

Discussion and/or Analysis

Recently, the City of Republic acquired Farm Road 101 from Greene County in order to pursue this closure. This section of road has no driveway access and is not part of the City's Future thoroughfare plan.

According to the American Association of State Highway and Transportation Officials *A Policy on Geometric Design of Highways and Streets* (AASHTO Green Book) The design Decision Sight Distance for a left turn such as this onto a 55-mph highway is 610 ft. therefore, a driver sitting at this intersection would need to be able to see 610 feet down this road to have the adequate time to make the decision to wait or go. Currently there is only about half that distance.

Average Daily Traffic on Farm Road 101 currently is 243 vehicle trips per day averaging out to ~10 vehicles per hour. The peak VPH occurs from 4pm to 5pm and is ~25 vehicles, with a max recorded of 32. The distribution of vehicles is evenly split between north bound and southbound vehicles. AADWT on Highway M is currently 3652 according to MoDOT data zone, and according to staff projections may more than double in the next 5 years.

There have been 10 incidents at this location since 2012, 2 of which were minor injury. The proposed closure would be minimally impactful to overall traffic flow while increasing network safety.

As development occurs and traffic increases on the main road of M highway, the likelihood of an incident involving this side street continues to increase. It is staff's recommendation that this road be closed

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING THE PERMANENT CLOSURE OF FARM ROAD 101 BETWEEN STATE HIGHWAY M AND THE SOUTHERNMOST ENTRANCE TO OLD STONE APARTMENTS

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 acquired Farm Road 101 between State Highway M and the southernmost entrance to the Old Stone Apartments (“Portion of Roadway”) from Greene County for the purpose of pursuing permanent closure of the same; and

WHEREAS, the Portion of Roadway has no driveway access and is not part of the City’s future thoroughfare plan; and

WHEREAS, the City believes the Portion of Roadway poses an ongoing safety risk to the citizens as it is the site of at least ten (10) traffic incidents, two of which involved injuries, since 2012; and

WHEREAS, as ongoing development in the area surrounding the Portion of Roadway continues and traffic increases, the likelihood of additional incidents will rise.

WHEREAS, the Council finds it is reasonable and prudent to authorize the City Administrator to permanently close the Portion of Roadway due to the safety risk it currently poses and will continue to pose to the citizens, and due to the minimal impact on traffic flow as a result of the closure.

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(s), is authorized to implement the permanent closure of Farm Road 101 between State Highway M and the Southernmost Entrance to Old Stone Apartments, as shown in the diagram attached hereto and labeled Exhibit 1.
- 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.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Item 7.

**STOP SIGN LOCATION AT M
HIGHWAY & FARM ROAD**

Item 7.

**PULLED UP TO EDGE OF
HIGHWAY M**

65



Scale: 1:1,980



S FARM RD 101

610 ft

W REPUBLIC RD

6579




6581

W FARM RD 170

w republic rd

6708

4221

-  County
-  Parcels
-  City Limits





AGENDA ITEM ANALYSIS

Project/Issue Name: 22-34 An Ordinance of the City Council Approving the Final Plat of the Mason Ridge Phase 1 Subdivision.

Submitted By: Karen Haynes, Assistant BUILDS Administrator

Date: May 17, 2022

Issue Statement

The City of Republic’s BUILDS Department received an Application for Mason Ridge Phase 1 Final Plat on May 09, 2022.

Discussion and/or Analysis

The Final Plat of Mason Ridge Phase 1 will legally divide approximately nine point seven (9.7) acres of land into twenty-six (26) residential lots and includes the dedication of Right-of-Way, Utility, and Stormwater Easements. The Final Plat includes approximately (1,702) linear feet of street and (1,600) linear feet of sidewalk.

The Final Plat of Mason Ridge Phase 1 conforms to the Development Plan approved by City Council on May 04, 2021.

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

Recommended Action

Staff recommends approval of Mason Ridge Phase 1 Final Plat.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING THE FINAL PLAT OF
THE MASON RIDGE PHASE ONE SUBDIVISION**

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 May 4, 2021, the City Council approved of the Development Plan for the Mason Ridge Planned Development District (“PDD”) in Ordinance 21-29; and

WHEREAS, on May 9, 2022, the BUILDS Department received an application for review and approval of the Final Plat of Phase 1 of the Mason Ridge Subdivision (“Mason Ridge Phase 1”); and

WHEREAS, the BUILDS Department has reviewed the Final Plat of Mason Ridge Phase 1 and has determined it substantially conforms to the requirements of the Development Plan, the requirements of the City Code Chapter 410 Subdivision Regulations, and Article V Major Subdivision-Final Plat.

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

- Section 1:** That all conditions imposed by the Planning and Zoning Commission and the City Council relating to the acceptance and approval of Mason Ridge Phase 1 have been met.
- Section 2:** That the Final Plat of Mason Ridge Phase 1, attached hereto and incorporated herein as “Attachment 1”, is hereby approved in all respects.
- Section 3:** That the approval of the Final Plat of Mason Ridge Phase 1 is contingent upon the same being recorded within sixty (60) days after the approval certificate is signed and sealed under the hand of the City Clerk.
- Section 4:** That the sale of lots and construction of structures in the Mason Ridge Phase 1 shall not commence until the Final Plat of Mason Ridge Phase 1 has been recorded.
- Section 5:** The whereas clauses are hereby specifically incorporated herein by reference.
- Section 6:** The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 7:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

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

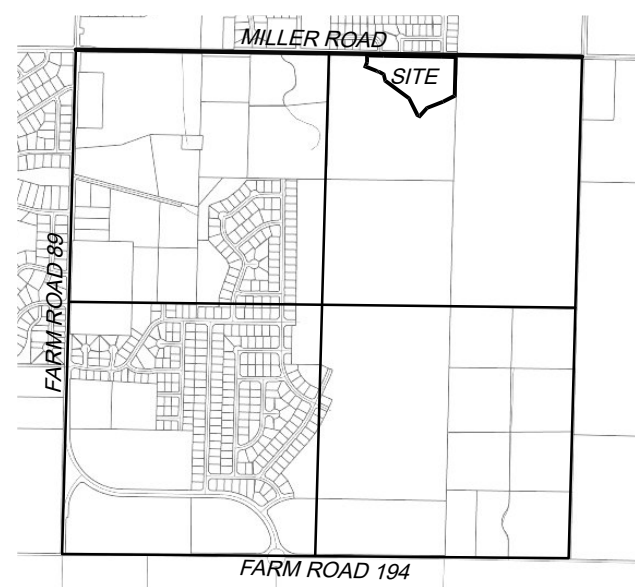
Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



VICINITY MAP
SCALE: 1"=2000'
SECTION 28,
TOWNSHIP 28 NORTH,
RANGE 23 WEST

FINAL PLAT MASON RIDGE - PHASE I

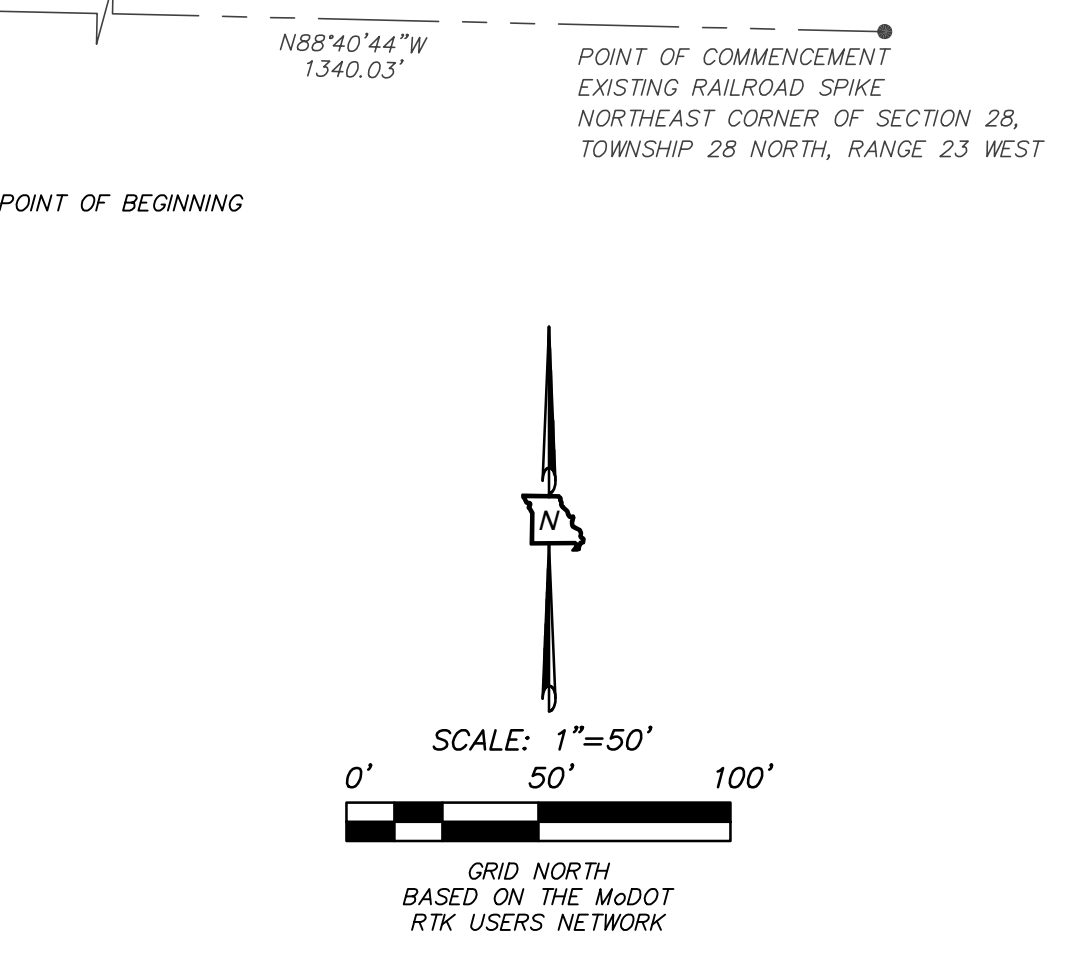
CITY OF REPUBLIC, GREENE COUNTY, MISSOURI
SECTION 28, TOWNSHIP 28 N, RANGE 23 WEST

OWNER / DEVELOPER
MASON RIDGE, LLC
613 W. FARM ROAD 182, SUITE B
SPRINGFIELD, MO 65810

IN THE RECORDER'S OFFICE
I, _____, RECORDER OF DEEDS, GREENE COUNTY,
MISSOURI, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS ON THE
DAY OF _____, 20____, DULY FILED FOR RECORD AND IS RECORDED IN THE
RECORDS IN THIS OFFICE IN BOOK _____ PAGE _____
TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT
MY OFFICE IN SPRINGFIELD, MISSOURI, THIS _____ DAY OF _____, 20____.

WHITE
LAND SURVEYING, LLC
222 OLD TOWN RD.
BILLINGS, MISSOURI
PHONE: 417.732.0005
email: info@whitelandsurvey.com
www.whitelandsurvey.com

SURVEY DATE: 10.01.2020
DWG DATE: 05.09.2022
DRAWN BY: MW
S/T/R: 28/28/23
PROJECT No.: 2020-220



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

PARCEL NUMBER _____
COUNTY COLLECTION OFFICIAL _____
DATE _____

CERTIFICATE OF COMPLIANCE WITH ZONING AND SUBDIVISION REGULATIONS

I, _____, CITY PLANNER OF THE CITY OF REPUBLIC, MISSOURI, DO HEREBY CERTIFY ON THE _____ DAY OF _____, 20____, THAT THE FINAL PLAT OF MASON RIDGE - PHASE I CONFORMS TO THE CITY OF REPUBLIC LAND USE REGULATIONS, IN ACCORDANCE WITH TITLE 17 OF THE REPUBLIC CODE OF ORDINANCES.

SIGNATURE _____ DATE _____

APPROVAL BY THE CITY COUNCIL

I, _____, CITY CLERK OF THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF MASON RIDGE - PHASE I WAS PRESENTED TO, ACCEPTED AND APPROVED BY THE CITY COUNCIL OF SAID CITY OF REPUBLIC, AND APPROVED BY GENERAL ORDINANCE NO. _____ ON THE _____ DAY OF _____, 20____.

CITY CLERK _____ DATE _____

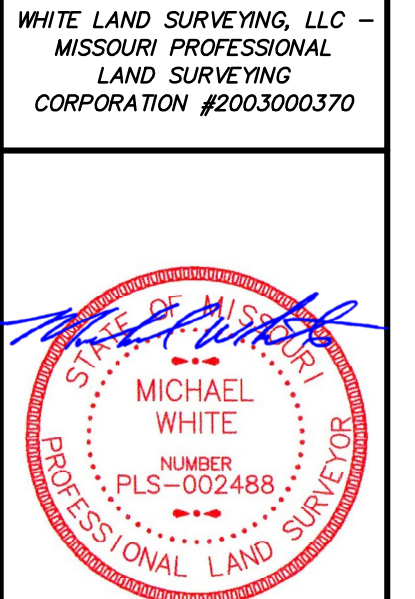
PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

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 OCTOBER 01 2020, 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'S "CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS PROMULGATED BY THE MISSOURI DEPARTMENT OF AGRICULTURE".

DATE PREPARED: MAY 09, 2022
SIGNATURE: *Michael White*

MISSOURI PROFESSIONAL LAND SURVEYOR NO.: 2488

PREPARED BY:
MICHAEL WHITE - MISSOURI
PROFESSIONAL LAND
SURVEYOR #2488



DATE: 05/09/2022

OWNER(S) DEDICATION
AS OWNER(S) I/WE, OWNER(S) NAME HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND ALL ACCESS RIGHTS RESERVED AND DEDICATED AS REPRESENTED ON THE PLAT. I/WE HEREBY DEDICATE, GRANT, AND CONVEY RIGHT-OF-WAY AND EASEMENTS SHOWN HEREON TO THE CITY OF REPUBLIC. FURTHERMORE, I/WE, CERTIFY THAT THERE ARE NO SUITS, ACTIONS, LIENS, OR TRUSTS ON THE PROPERTY CONVEYED HEREIN, AND WARRANT GENERALLY AND SPECIALLY THE PROPERTY CONVEYED FOR PUBLIC USE AND WILL EXECUTE SUCH FURTHER ASSURANCES AS MAY BE REQUIRED.

STATE OF MISSOURI)
COUNTY OF _____) SS
ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED ROBERT JUSTIN SKILES, TO ME KNOWN TO BE THE MANAGING MEMBER OF MASON RIDGE, LLC, AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME ON BEHALF OF MASON RIDGE, LLC, AS HIS/HER FREE ACT AND DEED.
IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN _____, MISSOURI THE DAY AND YEAR FIRST ABOVE WRITTEN.
MY TERM EXPIRES: _____ NOTARY PUBLIC

- #### GENERAL NOTES
- TOTAL AREA - ±14.5 ACRES
 - TOTAL NUMBER OF LOTS - 26
 - ZONING: FPD #21-001 (APPROVED: MAY 04, 2021)
 - SMALLEST LOTS: LOTS 11 THRU 15 (±9000.1 sf)
 - LARGEST LOT: LOT 24 (±30742.4 sf)
 - BUILDING SETBACK LINES:
FRONT YARD = 20 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)
 - SEWERAGE TO BE LOCATED ON ONE SIDE OF STREET
 - HORIZONTAL & VERTICAL DATUM FOR THIS PROJECT IS BASED ON THE REPUBLIC GEOGRAPHIC REFERENCE SYSTEM, MONUMENT GR-86
 - A PORTION OF THE COMMON AREA ON THIS PROPERTY, DOES LIE WITHIN THE 100-YEAR FLOOD PLAIN, ACCORDING TO FEMA FLOOD INSURANCE MAP, PANEL NUMBER 29077C0427E, EFFECTIVE DATE 12/17/2010
 - MAINTENANCE OF ANY COMMON GROUND AREA SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION
 - RECORD SOURCE OF TITLE: BOOK 2021, PAGE 008793-21
 - 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
 - RESTRICTIVE COVENANTS FOR THIS SUBDIVISION RECORDED AT THE GREENE COUNTY RECORDERS OFFICE
 - THERE ARE ±1702 LF OF SIDEWALKS ADDED TO THIS PHASE
 - THERE ARE ±1600 LF OF SIDEWALKS ADDED TO THIS PHASE
 - BUILDING SHALL BE A MINIMUM OF 12' FEET APART (PER APPROVED DEVELOPMENT PLAN)
 - NO DIRECT ACCESS TO MILLER ROAD FROM LOTS 1-9

DESCRIPTION OF PLATTED AREA

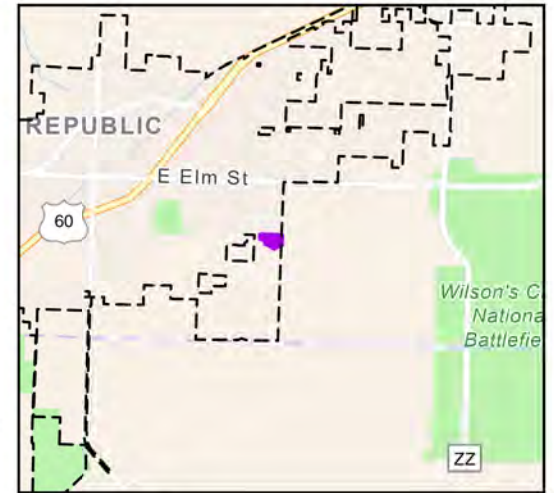
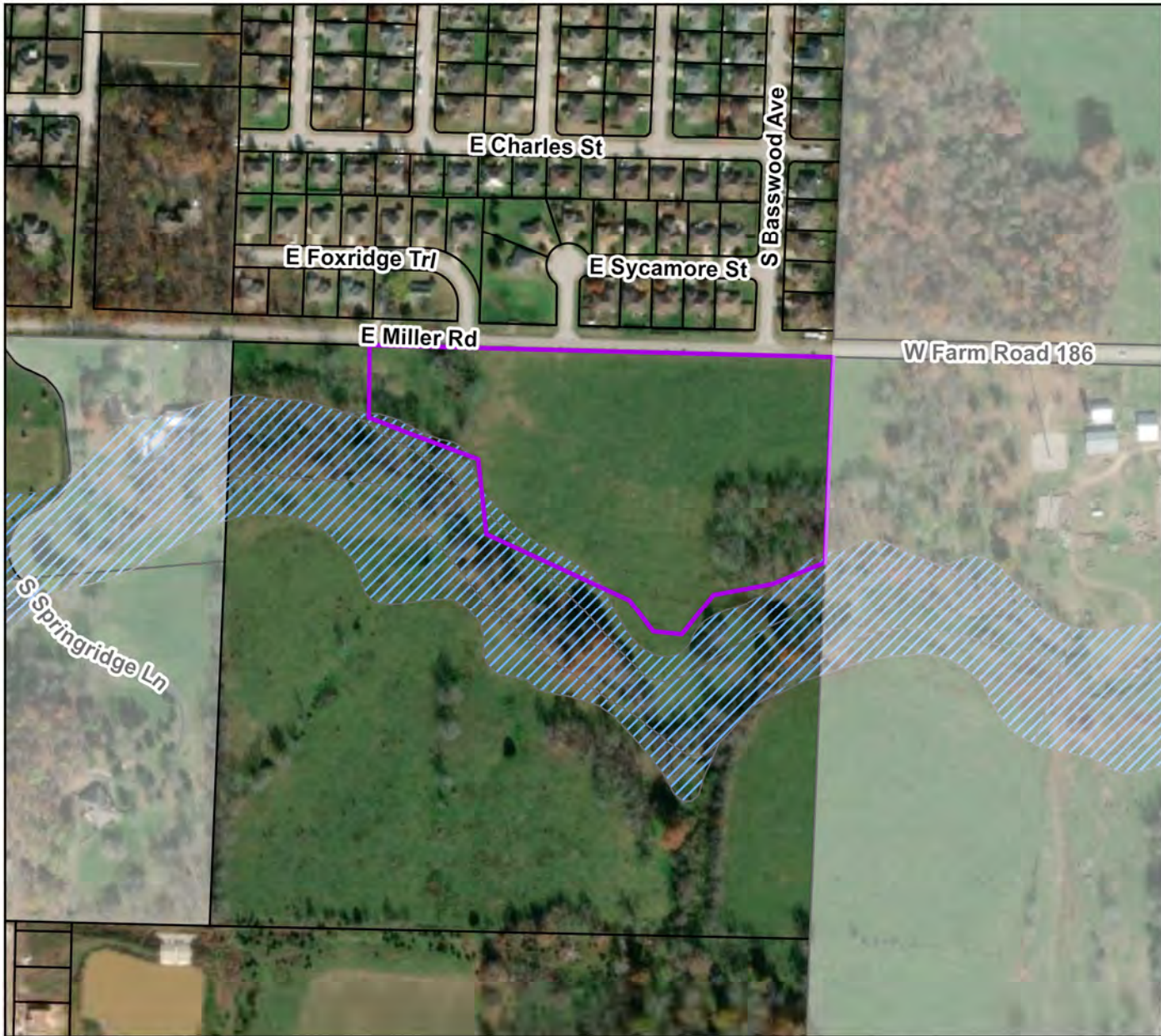
THAT CERTAIN PARCEL OR TRACT OF LAND BEING LOCATED THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 28 NORTH, RANGE 23 WEST, BEING DESCRIBED AS FOLLOWS:
COMMENCING AT AN EXISTING RAILROAD SPIKE AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE N88°40'44"W ALONG THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 1340.03 FEET; THENCE S02°00'49"W, A DISTANCE OF 46.50 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MILLER ROAD, AND THE POINT OF BEGINNING;
THENCE S02°00'49"W, A DISTANCE OF 413.25 FEET;
THENCE S55°20'08"W, A DISTANCE OF 164.75 FEET;
THENCE S66°48'36"W, A DISTANCE OF 130.84 FEET;
THENCE S44°39'50"W, A DISTANCE OF 110.54 FEET;
THENCE N89°04'49"W, A DISTANCE OF 58.57 FEET;
THENCE N37°19'28"W, A DISTANCE OF 197.85 FEET;
THENCE N52°33'43"W, A DISTANCE OF 332.57 FEET;
THENCE N00°04'27"W, A DISTANCE OF 84.79 FEET;
THENCE N82°33'31"W, A DISTANCE OF 50.43 FEET;
THENCE S00°04'27"E, A DISTANCE OF 122.77' TO A POINT OF CURVATURE TO THE RIGHT;
THENCE, ALONG SAID CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 175.00 FEET, AN ARC DISTANCE OF 108.19 FEET, A CENTRAL ANGLE OF 35°25'22", ALONG A CHORD BEARING S17°38'14"W, A CHORD DISTANCE OF 106.48 FEET;
THENCE, S35°20'55"W, A DISTANCE OF 132.92 FEET;
THENCE, N78°54'33"W, A DISTANCE OF 57.21 FEET;
THENCE, N54°39'05"W, A DISTANCE OF 81.35 FEET;
THENCE, N36°42'54"W, A DISTANCE OF 118.07 FEET;
THENCE, N88°13'48"W, A DISTANCE OF 209.00 FEET;
THENCE, N02°04'39"E, A DISTANCE OF 437.78 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT-OF-WAY LINE;
THENCE, ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR THE FOLLOWING FOUR (4) DESCRIBED COURSES:
THENCE, S88°03'05"E, A DISTANCE OF 370.24 FEET;
THENCE, S88°00'02"E, A DISTANCE OF 176.21 FEET;
THENCE, S88°12'38"E, A DISTANCE OF 623.28 FEET;
THENCE, S88°41'27"E, A DISTANCE OF 170.27 FEET TO THE POINT OF BEGINNING.

CURVE NUMBER	RADIUS	ARC DISTANCE	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	50.00'	46.67'	53°28'30"	S25°49'04"E	44.99'
C2	25.00'	48.42'	110°58'27"	N52°54'46"E	41.20'
C3	25.00'	26.08'	59°46'23"	N29°57'38"W	24.91'
C4	25.00'	39.78'	91°10'45"	S45°50'55"W	35.72'
C5	25.00'	38.84'	89°00'20"	N44°34'37"W	35.05'
C6	25.00'	39.48'	90°29'14"	S43°50'09"E	35.51'
C7	75.00'	40.73'	31°08'54"	S14°00'50"E	40.27'
C8	75.00'	29.87'	22°49'12"	S41°08'43"E	29.67'
C9	25.00'	23.55'	53°58'05"	N25°34'40"W	22.69'
C10	60.00'	65.06'	62°07'27"	S29°39'21"E	61.92'
C11	60.00'	62.83'	60°00'00"	N89°16'55"E	60.00'
C12	60.00'	81.98'	78°16'54"	N20°08'29"E	75.75'
C13	60.00'	57.71'	57°17'45"	N47°38'52"W	57.53'
C14	60.00'	31.66'	30°14'04"	S88°35'14"W	31.30'
C15	25.00'	23.55'	53°58'05"	N79°32'45"W	22.69'
C16	25.00'	23.33'	53°28'30"	N25°49'04"W	22.50'
C17	25.00'	40.14'	91°59'07"	N44°57'38"E	35.96'
C18	25.00'	39.52'	90°34'31"	N43°47'34"W	35.53'
C19	25.00'	39.02'	89°25'29"	S46°12'27"W	35.18'
C20	175.00'	108.19'	35°25'22"	S17°38'14"W	106.48'

SUBD-FNL 22-002: Mason Ridge Phase 1

Item 8.

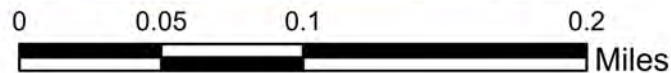
Vicinity Map



Legend

- Mason Ridge Phase 1
- Parcels
- Sinkhole
- Floodplain

Parcel Owner: Mason Ridge LLC
Parcel Identification No: 881728100003
Area: 11.23 Acres
Zoning: Mason Ridge PDD





AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-26 A Resolution of the City Council Awarding the Bid for Paving of the 2022 City Overlays to Blevins Asphalt Construction Company, Inc.

Submitted By: Garrett Brickner, Engineering Manager

Date: May 17, 2022

Issue Statement

To award a bid for paving to Blevins Asphalt Construction Co., Inc.

Discussion and/or Analysis

The City requested bids for paving of portions of Elm St., Hines St., Hampton Ave. and Boston Ave. as well as widening and overlay of portion of Illinois Ave. and Miller Rd. The City received four bids, the lowest of which was from Blevins Asphalt Construction Co., Inc in the amount of \$449,500. This is consistent with the estimated cost of the improvements and the street fund has adequate funds for the project.

Recommended Action

Staff recommends approval.

RESOLUTION NO. 22-R-26

A RESOLUTION OF THE CITY COUNCIL AWARDING THE BID FOR PAVING OF THE 2022 CITY OVERLAYS TO BLEVINS ASPHALT CONSTRUCTION COMPANY, INC.

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, the City solicited sealed (“IFB”) bids for the paving of portions of Elm Street, Hines Street, Hampton Avenue and Boston Avenue as well as the widening and overlay of portions of Illinois Avenue and Miller Road, in the City of Republic (“Project”); and

WHEREAS, in response to the IFB, the City received four bids, the lowest of which was from Blevins Asphalt Construction Company, Inc. (“Blevins”) in the amount of \$449,500; and

WHEREAS, the bid from Blevins is consistent with the City’s estimated cost for the Project, which is included in the allocation for street overlays in the City’s approved 2022 budget; and

WHEREAS, because Blevins’ bid for the Project demonstrates the necessary qualifications at an acceptable, reasonable estimated cost, the Council desires to award the Project to Blevins.

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

- Section 1. Based on the submitted bid from Blevins Asphalt Construction Company, Inc., attached hereto as Attachment 1 and incorporated herein, Blevins is awarded the Project in the amount of \$449,500. This is consistent with the estimated cost of the Project and is under the budget amount allocated for street overlays in the approved 2022 budget.
- Section 2. The City Administrator, and/or designee(s), on behalf of the City, is authorized to take the necessary steps to implement this Resolution.
- Section 3. The WHEREAS clauses are hereby specifically incorporated herein by reference.
- Section 4. 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 _____ day of _____, 2022.

Attest:

Matt Russell, Mayor

RESOLUTION NO. 22-R-26
Laura Burbridge, City Clerk

Approved as to Form:

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

Megan McCullough, City Attorney

Final Passage and Vote:



City of Republic - Invitation for Bid

Overlay and widening of Various Streets throughout Republic.

SEALED BIDS MUST BE PHYSICALLY RECEIVED AT REPUBLIC CITY HALL PRIOR TO 2:00 P.M. on Thursday, May 12, 2022. Bids will be opened by the City at Republic City Hall at said time and place.

BIDS SHOULD BE ADDRESSED AS FOLLOWS:

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

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

- Bids shall be submitted with the **Invitation for Bid (IFB) project name or item clearly indicated on the outside of the mailing envelope.**
- Bids may be submitted through Demand Star or hand delivered/received prior to bid closing date and time
- Bids received after the opening date and time will be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this bid.
- FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.
- You are invited to submit your bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.
- Bids will be taken to City Council for approval on **May 17, 2022.** Notice to proceed shall follow immediately upon and following approval granted by City Council.

DESCRIPTION

1. overlay roadway with 2" surface asphalt. More specifically:
 - a. Hines St from ~245' west of Basswood Ave. to ~145' east of Lincoln Ave.
 - b. Elm St. from Main St. to ~160ft west of US 60, and Elm St. from ~170' east of US 60 to End of City Limits near Bailey Ave.
 - c. Boston Ave. From MO 174 to Hines St.
 - d. Hampton Ave. from MO 174 to Elm St.
2. Shoulder widening of ~2ft with mill and overlay of Illinois Ave. specifically for shoulder widening:
 - a. East side only of Illinois Avenue from end of W Daniel St. intersection radius to W Grace St. intersection radius, and between W Grace St. intersection radius to beginning of curb and gutter section ~270' north.
3. Shoulder widening of ~ 2ft with overlay of E Miller Rd. specifically for shoulder widening:
 - a. South side only of Miller Road from ~310' east of S Lynn Ave. to ~165' east of S Assissi Wy.

See map(s) on next page for clarification. Bids shall include all costs associated with installation, including but not limited to removal of existing pavement where required, hauling, placement, traffic control, either temporary tabs or striping, edge grading, etc. Paving shall be allowed to begin June 1, 2022 and shall finish not later than August 12, 2022.

Inquiries - All inquiries for information should be directed to:

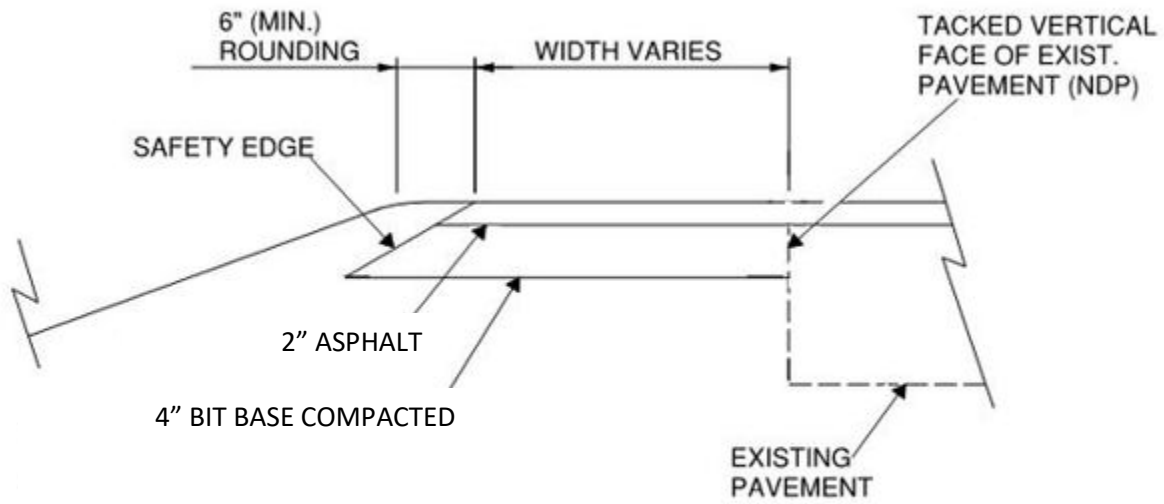
Garrett Brickner (417) 732-3405

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









HOT MIX ASPHALT (HMA)

INSTRUCTION TO BIDDERS

Item 9.

01. **Opening Location:** Bids submitted in response to this Invitation for Bid (“IFB”) will be opened at Republic City Hall, located at 213 N. Main Avenue, on 2:00 P.M. on Thursday, May 12, 2022. All bidders and/or their authorized representative(s) are invited to attend the opening of the Bids.
 02. **IFB Delivery Requirements:** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to Republic City Hall for receipt on or before the due date and time indicated.
 - a. If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to Republic City Hall.
 - b. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected.
 - c. Arrangements may be made for their return at the bidder’s request and expense.
 - d. Bids may be mailed to Republic City Hall and accepted if the signed bid form and required information was mailed and received prior to the due date and time.
 - e. Bids sent by email will not be accepted.
- Sealed and Marked:** If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the **IFB project name clearly indicated on the outside of the mailing envelope and addressed to:**
- City of Republic
C/O City Clerk, Laura Burbridge
213 N. Main
Republic MO 65738**
03. **Legal Name and Signature:** Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual).
 - a. Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page.
 - b. The signer shall have the authority to bind the bidder to the submitted Bid.
 - c. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered forward.
 04. **Corrections:** No erasures are permitted.
 - a. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it.
 - b. Corrections must be initialed by the person signing the Bid.
 05. **Clarification and Addenda:** Each bidder is expected to examine all documents attached to and/or provided by the City with this IFB, and prior to submitting any bid in response to this IFB, make any necessary and/or reasonable inquiries of the City to ensure all such bidders understand the entirety of the documents.
 - a. Any inquiries or suggestions concerning interpretation, clarification, or other additional information pertaining to the IFB shall be made through the listed City contact in writing (email is permitted).
 - b. The City of Republic shall not be responsible for verbal interpretations or other information given by any individual purporting to be employed by or otherwise representing the City.
 - c. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.
 - d. It shall be the responsibility of each bidder, prior to submitting their Bid, to direct any inquiries to the listed City contact.
 06. **IFB Expenses:** There is no expressed or implied obligation for the City of Republic to reimburse responding bidders and the City will not reimburse for any expenses incurred in preparing responses to this IFB.

07. **Irrevocable Offer:** Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of ninety (90) days to provide to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.
08. **Responsive and Responsible Bidder:** To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the IFB. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible bidder shall mean the bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.
09. **Reserved Rights:** The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.
10. **The Right to Audit:** The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.
- The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.
 - The cost of any audit conducted pursuant to this term will be paid by the City.
11. **Applicable Law:** All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order entered into under the terms of this IFB. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.
12. **Right to Protest:** Appeals and remedies are provided for in the City Procurement Regulations.
- Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.
 - Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.
13. **Ethical Standards Applicable:** With respect to this IFB, if any bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such bidder will be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids.
14. **Collusion Absolutely Prohibited:** All bidders offering a submission in response to this IFB hereby expressly acknowledge and certify that they have not divulged, discussed, or compared their bid to the bids of any other bidder(s), and further that they have not colluded or conspired with any other bidder or parties to this IFB, to violate the terms and conditions governing submission of responses to this IFB whatsoever. All bidders offering a submission in response to this IFB additionally promise that:
- Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
 - Any prices and/or cost data submitted have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.

- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in any contract awarded under this IFB. No person or agency has been employed or retained to solicit or secure the contract awarded under this IFB upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.
15. **Contract Forms:** Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.
16. **Liability and Indemnity:**
- In no event shall the City be liable to the successful bidder for special, indirect, liquidated, incidental, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of any agreement or contract under the terms of this IFB. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under any agreement or contract awarded under the terms of this IFB.
 - The successful bidder shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays, expenses, and claims, caused or allegedly caused by, or arising out of or related in any way whatsoever to (1) any agreement or contract awarded under this IFB, or (2) the work performed pursuant to such contract or agreement or any subcontract thereunder (the successful bidder expressly acknowledging and assuming full responsibility for its subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for any other alleged damages.
 - The successful bidder shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
17. **IFB Forms, Variances, and Alternates:** Bids must be submitted on the forms attached to this IFB as provided by the City; however, additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.
18. **Bid Form:** All blank spaces must be completed with the appropriate response.
- Bidders must state the price, written in ink, for what is proposed to complete each item of the project.
 - Bidders must insert the words "no bid" in the space provided for any item for which no Bid is made.
 - Bidders must submit an executed Bid form, affidavit of compliance with other requested documents.
19. **Modifications or Withdrawal of Bid:** A modification of a Bid already submitted will be considered only if the modification is received prior to the time announced for opening of Bids, and is made in writing; executed and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.
20. **No Bid:** If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.
21. **Errors in Bids:** Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the bidder's own risk. Applicable law and regulations do not make allowance for errors either of omission or inclusion on the part of bidders. In case an

error regarding extension of prices in the Bid, the unit price shall govern.

22. **Prices:** Bids must include both unit price and extended total.
- Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern.
 - All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). FOB, as used in this IFB, shall mean that the successful bidder, at their own expense, shall transport the equipment and/or materials and bear the risk of loss from successful bidder's location to a specified location in the City of Republic. City shall not take title to the materials or equipment until it is delivered and accepted by City at the address specified within the City of Republic.
 - Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items.
 - If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - Payment terms shall be Net 30 if not otherwise specified.
 - Pre-payment terms are not acceptable.
23. **Discounts:** Any and all discounts, except cash discounts for prompt payments, must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in the City's determination of award(s).
24. **Descriptive Information:** All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended.
- Brand or trade names referenced in specifications are for comparison purposes only.
 - Bidders may submit Bids on items manufactured by an individual/entity other than the manufacturer specified so long as an "or equal" is expressly stated.
25. **Deviations to Specifications and Requirements:** When bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records.
- Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains.
 - All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form, at the time of submittal of Bid.
 - The absence of listed deviations at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written.
 - Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.
26. **Quality Guaranty:** If any product delivered does not meet applicable specifications or otherwise fails to compare with the quality represented by the bidder, the bidder shall retrieve the product from the City as its own expense. The bidder shall refund to the City any money the City has remitted to the bidder for same. In the event the successful bidder fails or refuses to retrieve the product and refund to the City any money previously remitted to the bidder for such product in accord with the terms of this paragraph, the bidder shall be responsible for the City's attorney fees and other costs it incurs in enforcing its rights under this paragraph.
27. **Quality Terms:** The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.
28. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
29. **Bid Awards:** Awards will be made to the Bidder whose Bid (1) meets the specifications and all other

requirements of the IFB and (2) is the lowest and best Bid, considering price, delivery, responsibility of bidder, and all other relevant factors.

- a. Unless otherwise stated in the IFB, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- b. As the best interest of the City may require, the right is reserved to make awards by item, group(s) of items, all or none or a combination thereof; and to reject any and all Bids or waive any minor or non-material irregularity or technicality in Bids received.

30. **Authorized Product Representation:** The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.

31. **Regulations:** It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.

- a. E-VERIFY COMPLIANCE REQUIREMENTS: All contractors or subcontractors to be utilized by bidder on contracts exceeding five thousand dollars shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- b. Bidders are herein informed that the work to be performed under this IFB is subject to the requirements of Section 292.675, RSMo., which requires all contractors or subcontractors perform work such to provide and require its on-site employees to complete a ten (10)hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.
- c. Pursuant to Section 292.675 RSMo., the successful bidder shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by it, or any contractors or subcontractors hired by it, for each calendar day, or portion thereof, Such on-site employee is employed without the construction safety training required in the above paragraph.
- d. Section 208.009 RSMo. shall apply to any contracts awarded under this bid.

32. **Termination of Award:** Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for any reason by the City.

33. **Royalties and Patents:** The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.

34. **Equal Employment Opportunity Clause:** The City of Republic, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to the aforementioned Civil Rights Act, hereby notifies all bidders that the City takes all reasonably necessary steps to affirmatively ensure that all bidders, including minority businesses, will be afforded full opportunity to submit Bids in response to this IFB and that no bidder will be discriminated against on the grounds of race, color, or national origin in determining the

successful bidder for award.

35. **Insurance Requirements:** Without limiting any of the other obligations or liabilities of the successful bidder, the successful bidder shall secure and maintain at its own cost and expense, throughout the duration of any contract awarded under this IFB and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. At a minimum, proof of Workers Compensation, Liability, and Automobile Liability insurance shall be presented. Regardless of such approval, it shall be the responsibility of the contractor to maintain reasonably adequate insurance coverage at all times during the term of any contract awarded under this IFB. Failure of the successful bidder to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under such contracts. The limits of liability insurance shall be as established annually and published by the Secretary of State in the Missouri Registry. For this project, the required insurance amounts shall be: Workers' Compensation - Statutory coverage per RSMo. 287.010 et seq; Employer's Liability - \$1,000,000.00; Commercial General Liability Insurance - \$2,804,046 for all claims arising out of a single accident or occurrence and \$420,606 for any one person in a single accident or occurrence; Automobile Liability Insurance - covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of \$2,804,046 for all claims arising out of a single accident or occurrence and \$420,606 for any one person in a single accident or occurrence.
36. **Performance Bond and Labor & Materials Payment Bond:** Pursuant to Section 107.170, RSMo., if the project is estimated to exceed \$50,000.00, the successful bidder shall execute a Performance and Maintenance Bond and a Labor and Materials Payment Bond with surety, approved by the City and on forms approved by the City, each bond shall be in the amount of the total project cost, conditioned upon the full and faithful performance of all major terms and conditions of the IFB and payment of all labor and material supplies.
37. **Nonresident/Foreign Contractors:** To the extent the successful bidder utilizes non-resident/foreign contractors to provide services or supplies in connection with this IFB, the successful bidder shall procure and maintain:
- a. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570, RSMo.
 - b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230, RSMo.
38. **Bid Tabulation:** Bidders may request a copy of the bid tabulation of the IFB.
39. **Budgetary Constraints:** The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.
40. **Additional Purchases by Other Public Agencies:** By submitting a Bid in response to this IFB, the bidder authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this IFB unless otherwise noted on the Affidavit of Compliance Form.
41. **Order of Precedence:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.
42. **Affidavit for Service Contracts:** The successful bidder represents, in accordance with Section 285.530.2, RSMo., that it has not employed, or subcontracted with, unauthorized aliens in connection with the

scope of work to be done under this IFB and agrees to provide an affidavit to the City of Republic, Missouri, affirming that it has not, and will not at any point in time relating to this IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.

- 43. **Inspection and Acceptance:** No item(s) received by the City pursuant to any agreement or contract awarded under this IFB shall be deemed accepted by the City until the City has had reasonable opportunity to inspect the item(s).
 - a. Any item(s) which are discovered to be defective, or which do not conform to any warranty of the successful bidder and/or entity/individual who sold the item(s), upon inspection, may be returned by the City to the successful bidder and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - b. If, at a later time, any defect is discovered which was not ascertainable upon the initial inspection, the City may also return the defective item(s) to the successful bidder and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - c. The City’s return of defective items shall not exclude any other legal, equitable or contractual remedies the City has under applicable Missouri or Republic law and/or any agreement or contract awarded under this IFB.

- 44. **Davis-Bacon Act:** If the Instructions to Bidders have indicated that the Project is financed, in whole or in part, from Federal funds, then all work performed pursuant to any contract awarded under this IFB shall be subject to all applicable federal statutes, rules and regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. §3141 et seq., and the “Federal Labor Standards Provisions,” incorporated into this any agreement or contract awarded under this IFB.. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed pursuant to any contract awarded under this IFB, all contractors, subcontractors and other individuals/entities hired by the successful bidder to perform work under this IFB shall pay the greater of the wages required under either law.

- 45. **Jurisdiction and Venue:** This IFB and any executed agreement required pursuant to the terms of this IFB, shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL UNDER ANY APPLICABLE STATUTE, COMMON LAW OR FEDERAL OR STATE CONSTITUTION.**

- 46. **Conflict of Interest:** By participating in this IFB and/or accepting an agreement pursuant to the IFB’s terms, the successful bidder certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor of the City of Republic, has a financial interest, direct or indirect, in this Agreement. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.

- 47. **Sovereign Immunity:** In no event shall any language or requirement in this IFB or any Agreement that comes from this IFB be construed as or constitute a waiver or limitation of City’s defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, states, and/or laws.

- 48. **Terms:** The City of Republic reserves the right to reject any and all proposals received from this bid. It further has the right to negotiate with any qualified source, or to cancel in part or in its entirety this bid. The City also reserves the right to modify, suspend, or terminate at its sole discretion any and all aspects of this bud process, to obtain further information from any and all respondents, and to waive any defects as to form or content of the bid or any submissions by any firm. This bud does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this

request, or to procure or contract for services. All submissions become the property of the City
public record. All submissions may be subject to public review upon request.

Item 9.

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Item	Description of Work	Price
Base Bid	<ul style="list-style-type: none"> • City of Republic 2022 overlay of ~60,840 SY of roadway with 2” surface asphalt All bids to include: <ul style="list-style-type: none"> ○ Travel Expenses ○ Delivery Costs ○ Administrative costs • All work must be completed by 8/12/2022 <p>Please note any of the following:</p> <ul style="list-style-type: none"> • Any labor personnel requests of the City of Republic for this project. • Any other requests or responsibilities of the City of Republic for this project. 	\$ _____

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

City of Republic 2022 overlay of ~60,840 SY of roadway with 2” surface asphalt 213 N Main St., Republic, MO 65738	Company Legal Name:
	Address:
Telephone:	
Facsimile:	Signed Dated
E-mail:	
Cellular:	Printed Title
	Bidders Federal ID Number:

To be submitted with Vendor's Bid

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

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

CITY OF REPUBLIC STATEMENT OF "NO BID" * ADDENDA

Bidder acknowledges receipt of the following addendum:

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

Addendum

No. _____ Addendum No. _____

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

Addendum No. _____

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

Addendum

No. _____ Addendum No. _____

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PREFORM.

Print Email _____

Print Federal Tax ID No. _____

CITY OF REPUBLIC STATEMENT OF "NO BID"

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

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

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

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS:

COMPANY NAME: _____ ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____ DATE: _____

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

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

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

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

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

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

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

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

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

Any alteration to this exemption letter renders it invalid.

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

MISSOURI PROJECT EXEMPTION CERTIFICATE

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

EXEMPT ENTITY ISSUING CERTIFICATE

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

MO Tax Exempt I.D. #: 12492990
Contract Date:
Contract #:

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

Project Description: 2022 Street Overlays
Project Location: portions of Hines, Elm, Hampton, and Boston.
Project Completion Date: 8/12/2022
Auth. Signature: _____, Mayor

Date: _

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

PURCHASING CONTRACTOR OR SUBCONTRACTOR

Name:
Address:
City/State/Zip:

INSTRUCTIONS

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

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

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

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

Effective January 1, 2009, and pursuant to the State of Missouri's RSMO 285.530(1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., City of Republic, MO) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285-530(2)]

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

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

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

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

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

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

EFFECTIVE 1/1/2009

STATE OF _____

) ss.

_____)

COUNTY OF _____)

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

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

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

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

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

 Signatu
 re
 Printed

 Name

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

Notary Public

My commission expires: _____

Company ID Number: XXXXXX

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

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

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

Employer, Your Company Name

John Doe
Name (Please type or print)

_____ Title

Electronically Signed
Signature

_____ Date

Verification

Department of Homeland Security Division

USCIS Verification Division
Name (Please type or print)

_____ Title

Electronically Signed
Signature

_____ Date

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



**Addendum to Invitation for Bid
Overlay and widening of Various Streets throughout Republic
Addendum # 1
5-4-2022**

This is Addendum #1 to the Invitation for Bids, Overlay and widening of Various Streets throughout Republic. Please note the bid opening date remains the same.

- 1. Clarification in the bid document: Paving Mixture for overlay shall be BP-1 or BP-2**

End of Addendum #1.

Any questions regarding this addendum may be directed as follows:


Garrett Brickner PE
Engineering Manager
BUILDS Department
City of Republic, Missouri
417.732.3405
gbrickner@republicmo.com

ATTACHMENT A - BID SUBMISSION FORM

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Item	Description of Work	Price
Base Bid	<ul style="list-style-type: none"> • City of Republic 2022 overlay of ~60,840 SY of roadway with 2" surface asphalt All bids to include: <ul style="list-style-type: none"> ○ Travel Expenses ○ Delivery Costs ○ Administrative costs • All work must be completed by 8/12/2022 <p>Please note any of the following:</p> <ul style="list-style-type: none"> • Any labor personnel requests of the City of Republic for this project. • Any other requests or responsibilities of the City of Republic for this project. 	<p style="text-align: right;">\$ <u>449,500.00</u></p>

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

City of Republic 2022 overlay of ~60,840 SY of roadway with 2" surface asphalt 213 N Main St., Republic, MO 65738	Company Legal Name:
	Blevins Asphalt Const. Co., Inc PO Box 230 Mt. Vernon, Mo. 65712
Telephone: 417-466-3758	Address:
Facsimile: 417-466-7914	 Signed Dated 5/12/22
E-mail: scrabtree@blevinsasphalt.com	Scott Crabtree VP
Cellular: 417-461-4559	Printed Title
	Bidders Federal ID Number: 43-0964288

To be submitted with Vendor's Bid

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

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

CITY OF REPUBLIC STATEMENT OF "NO BID" * ADDENDA

Bidder acknowledges receipt of the following addendum: Addendum #1

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

Addendum

No. _____ Addendum No. ____

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

Addendum No. ____

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

Addendum

No. _____ Addendum No. ____

_____INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PREFORM.

Print Email scrabtree@blevinsasphalt.com

Print Federal Tax ID No. 10562729



Company ID Number: 197724

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Blevins Asphalt Construction Co., Inc.

Company Facility Address: 11837 Lawrence 1163
Mount Vernon, MO 65712

Company Alternate Address: PO BOX 230
Mount Vernon, MO 65712

County or Parish: LAWRENCE

Employer Identification Number: 430964288

North American Industry Classification Systems Code: 237

Parent Company:

Number of Employees: 20 to 99

Number of Sites Verified for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)



Company ID Number: 197724

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

Name:	Rick R Bekemeier	Fax Number:	(417) 466 - 7914
Telephone Number:	(417) 466 - 3758		
E-mail Address:	rbekemeier@aol.com		
Name:	Mindy Williford	Fax Number:	(417) 466 - 7914
Telephone Number:	(417) 466 - 3758		
E-mail Address:	mwilliford@blevinsasphalt.com		

AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Blevins Asphalt Construction Co, Inc.
PO Box 230
Mount Vernon, MO 65712

SURETY:

(Name, legal status and principal place of business)
Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155

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

OWNER:

(Name, legal status and address)
City of Republic
213 N Main
Republic, MO 65738

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

BOND AMOUNT: Five Percent of the Total Amount Bid (5%)

PROJECT:

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


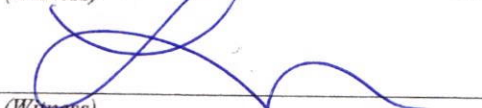
Project Number, if any:

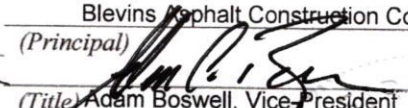
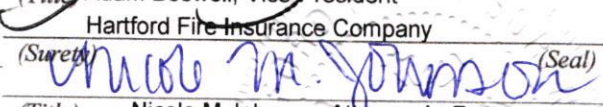
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

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

Signed and sealed this 9th day of May, 2022


(Witness)

(Witness)

Blevins Asphalt Construction Co, Inc.
(Principal)  *(Seal)*
(Title) Adam Boswell, Vice-President
Hartford Fire Insurance Company
(Surety)  *(Seal)*
(Title) Nicole M Johnson, Attorney-In-Fact

Init.

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POWER OF ATTORNEY

Direct Inquiries/Claims
THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

Item 9.

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BONDING AND INS SOLUTIONS LLC
 Agency Code: 37-284958

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Eric A. Dedovesh, Nicole M. Johnson, Rodney W. Paddock, Nathan Paddock of LEES SUMMIT, Missouri

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA }
 COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 9th, 2022.

Signed and sealed in Lake Mary, Florida.



Keith Dozois

Keith D. Dozois, Assistant Vice President

Since 1949



Blevins Asphalt
Construction Co., Inc.

PO Box 230
Mount Vernon, MO 65712
Phone: 417-466-3758
Fax: 417-466-7914

Item 9.

To: City Of Republic	Contact:
Address: 225 North Main Street Republic, MO 65738	Phone: (417) 732-3400 Fax:
Project Name: City Of Republic 2022 Asphalt Overlay Unit Prices	Bid Number:
Project Location:	Bid Date: 5/12/2022


Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Asphalt Wedging	275.00	TON	\$95.65	\$26,303.75
Asphalt Surface	1.00	TON	\$72.50	\$72.50
Milling Of Road	5,000.00	SY	\$4.10	\$20,500.00
Milling Of Headers	14.00	EACH	\$32.50	\$455.00
Adjusting Manholes	1.00	EACH	\$360.00	\$360.00
Adjusting Water Valve	1.00	EACH	\$360.00	\$360.00
Asphalt Patching Of Roadway 5" Thick	50.00	SY	\$75.00	\$3,750.00

Notes: *Milling at EIM w curb near 60.*

- PRICES ENCLOSED WILL BE SUBJECT TO INCREASES. Price escalation clause for work performed after **JULY 1, 2022**. Liquid Asphalt and Fuel for production of asphalt, are subject increase. **FUEL SURCHARGE: BLEVINS SHALL BE ENTITLED TO CHARGE A FUEL SURCHARGE**
- ITEMS NOT INCLUDED: REMOVALS, SUBGRADE COMPACTION, PERMITS, TESTING, SURVEY, STRIPING, UTILITY ADJUSTMENTS, TRAFFIC CONTROL, BACKFILL, GRADING, SAWCUTTING, BONDS, AND SEEDING
- Any alteration of deviation from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate.
- Contract Conditions: All material is guaranteed to be as specified above. All work is to completed in a workman like manner according to standard practices.
- Public liability insurance will be taken out by Blevins Asphalt. Our workers are fully covered by workman's compensation.
- In the unlikely event of any discrepancies regarding quantities or extended prices, the unit prices will prevail.
- **THIS PROPOSAL IS VOIDABLE IF NOT ACCEPTED WITHIN 10 DAYS**
- PLEASE SIGN AND RETURN ONE (1) COPY OF THIS PROPOSAL TO INDICATE YOUR ACCEPTANCE. BE SURE YOU HAVE MARKED ALL OPTIONS AND INITIALED THE CONTRACT CONDITIONS AND OTHER PROVISIONS (IF APPLICABLE). NO WORK ORDERS WILL BE ISSUED UNTIL WE HAVE RECEIVED A SIGNED PROPOSAL. TERMS OF THIS PROPOSAL **SHALL BE** A BINDING PART OF ANY CONTRACT.

Payment Terms:

All payments are due and payable upon completion of the work or completed portion of the work. No exceptions. An interest charge of 1 1/2% per month will be added to past due accounts unless other arrangements are authorized by Blevins Asphalt. In any event the buyer defaults and fails to make payment to Blevins Asphalt Construction Co., Inc., action will be taken against the buyer under the state laws and regulations of Missouri. Buyer agrees to pay all costs of such action, including attorney's and court fees and any other fees associated with said contract.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Blevins Asphalt Construction Co., Inc.</p> <p>Authorized Signature: </p> <p>Estimator: Scott Crabtree 417-466-3758 scrabtree@blevinsasphalt.com</p>
---	--

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

Effective January 1, 2009, and pursuant to the State of Missouri's RSMO 285.530(1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., City of Republic, MO) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285-530(2)]

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

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

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

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

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

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

EFFECTIVE 1/1/2009

STATE OF Missouri

) ss.

COUNTY OF Greene

Before me, the undersigned Notary Public, in and for the County of Greene, State of Missouri, personally appeared Adam Boswell (Name) who is Vice President (Title) of Blevins Asphalt Construction Co (Name of company), (corporation), (partnership), (sole proprietorship), (limited liability company), and after being duly sworn did depose and say:

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

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

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

Adam Boswell
Signature

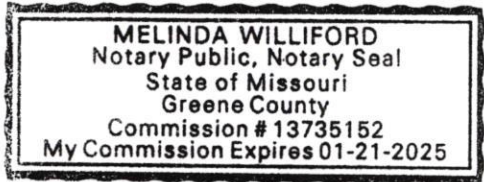
re

Printed Adam Boswell
Name

Subscribed and sworn to before me this 12 day of May, 2022.

Melinda Williford
Notary Public

My commission expires: January 21, 2025



Company ID Number: XXXXXX

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

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

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

Employer, Your Company Name

John Doe
Name (Please type or print)

Title

Electronically Signed
Signature

Date

Verification

Department of Homeland Security Division

USCIS Verification Division
Name (Please type or print)

Title

Electronically Signed
Signature

Date

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



Company ID Number: 197724

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Blevins Asphalt Construction Co., Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.



Company ID Number: 197724

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

Employer **Blevins Asphalt Construction Co., Inc.**

Rick R Bekemeier

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/13/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/13/2009

Date