



**Matt Russell, Mayor**  
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

**AGENDA**  
**City Council Meeting**  
**City Council Chambers, 540 Civic Boulevard**  
**September 07, 2021 at 6:00 PM**

**Call Meeting to Order**

**Opening Prayer**

**Pledge of Allegiance to the United States Flag**

**Citizen Participation**

**Consent Agenda**

- [1.](#) Approve August 24, 2021 City Council Minutes.
- [2.](#) 21-R-37 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into an Agreement with Donelson Construction Company, LLC for Microsealing Streets within the City of Republic.

**Board, Commission, and Committee Schedule**

Planning & Zoning Meeting	September 13, 2021
City Council Meeting	September 21, 2021
City Council Meeting	October 5, 2021
Board of Adjustment Meeting	October 7, 2021

**Old Business and Tabled Items**

- [3.](#) 21-58 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Final Plat of Olde Savannah Phase Two Subdivision.

**New Business (First Reading of Ordinances)**

- [4.](#) 21-59 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the Mayor to Execute an Agreement with City Utilities of Springfield, Missouri to Bring Power to the City Gateway Sign Site Located at 6571 W. US Hwy 60.
- [5.](#) 21-60 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Execute a Cost Apportionment Agreement with the Missouri Highway and Transportation Commission for the Maintenance of Painting on Signals at State Highway 174 and US Highway 60.
- [6.](#) 21-61 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the Execution of an Intergovernmental Cooperative Agreement with Greene County for Road Striping Services.

**Other Business (Resolutions)**

- [7.](#) 21-R-38 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into an Agreement with Anderson Engineering for Intersection Improvements at Hines Street and Lynn Avenue.
- [8.](#) 21-R-39 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City to Acquire an Owner Financed Loan for the Purchase of 136.76 Acres and Authorizing the City Administrator to Execute the Contract and Other Closing Documents for the Purchase of Said Property.

## **Reports from Staff**

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

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

## **Adjournment**

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





MINUTES
City Council Meeting
City Council Chambers, 540 Civic Boulevard
August 24, 2021 at 6:00 PM

Matt Russell, Mayor
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 Christopher Updike, Jim Deichman, Eric Franklin, Garry Wilson, Gerry Pool, and Shane Grooms. Others in attendance were: City Administrator David Cameron, Interim City Attorney Michael Tighe, Assistant City Administrator/Parks and Recreation Director Jared Keeling, Engineering Manager Garrett Brickner, Information Systems Director Chris Crosby, Police Chief Brian Sells, Planning Manager Karen Haynes, Chief of Staff Lisa Addington, Assistant Parks and Recreation Director Jennafer Mayfield, BUILDS Administrator Andrew Nelson, Fire Chief Duane Compton, and City Clerk Laura Burbridge.

Opening Prayer

Opening prayer was led by City Administrator David Cameron.

Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mayor Matt Russell.

Citizen Participation

Mayor Matt Russell opened citizen participation at 6:01 p.m. No one came forward so Mayor Russell closed citizen participation at 6:01 p.m.

Consent Agenda

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

- 1. Approve August 17, 2021 City Council Minutes.

Board, Commission, and Committee Schedule

Table with 2 columns: Meeting Name, Date. Rows include Board of Adjustment Meeting (Sept 02, 2021), City Council Meeting (Sept 07, 2021), Planning & Zoning Meeting (Sept 13, 2021), and City Council Meeting (Sept 21, 2021).

Old Business and Tabled Items

- 2. 21-55 An Ordinance Of The City Council Of The City Of Republic, Missouri, Approving The Annexation Of Approximately Ninety-One Point Five-Five (91.55) Acres, Located at 6542 West US Highway 60 and adjacent Right-of-Way.

Motion was made by Council Member Franklin and seconded by Council Member Updike to have the second reading of Bill 21-55 by title only. The vote was 6 Aye-Deichman, Franklin, Grooms, Pool, Wilson, and Updike. 0 Nay. Motion Carried. Karen Haynes was available to answer any questions from Council. Council Member Updike motioned for the passage of Bill 21-55. Council



Member Grooms seconded. A roll call vote was taken. The vote was 6 Aye-Deichman, Pool, Wilson, Updike, Franklin, and Grooms. 0 Nay. Motion Carried.

**3. 21-56 An Ordinance of the City Council of the City of Republic, Missouri, Setting the 2021 Property Tax Levies for the City of Republic, Missouri.**

Motion was made by Council Member Wilson and seconded by Council Member Pool to have the second reading of Bill 21-56 by title only. The vote was 6 Aye-Deichman, Franklin, Grooms, Pool, Wilson, and Updike. 0 Nay. Motion Carried. David Cameron was available to answer any questions from Council. Council Member Deichman motioned for the passage of Bill 21-56. Council Member Grooms seconded. A roll call vote was taken. The vote was 6 Aye-Deichman, Pool, Wilson, Updike, Franklin, and Grooms. 0 Nay. Motion Carried.

**4. 21-57 An Ordinance of the City Council of the City of Republic, Missouri, Vacating a General Utility Easement Located on Property Owned by MM Highway, LLC, Also Known As Heart of America Park, in the City of Republic, Missouri.**

Motion was made by Council Member Pool and seconded by Council Member Franklin to have the second reading of Bill 21-57 by title only. The vote was 6 Aye-Deichman, Franklin, Grooms, Pool, Wilson, and Updike. 0 Nay. Motion Carried. Karen Haynes was available to answer any questions from Council. Council Member Grooms motioned for the passage of Bill 21-57. Council Member Franklin seconded. A roll call vote was taken. The vote was Aye-Deichman, Pool, Wilson, Updike, Franklin, and Grooms. 0 Nay. Motion Carried.

**New Business (First Reading of Ordinances)**

**5. 21-58 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Final Plat of Olde Savannah Phase Two Subdivision.**

Council Member Franklin motioned for the first reading of Bill 21-58 by title only. Council Member Updike seconded. The vote was 6 Aye-Wilson, Deichman, Franklin, Pool, Grooms, and Updike. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill. Mayor Russell reminded Council that this was a first read and to get with staff with any questions prior to the next meeting.

**Other Business (Resolutions)**

**6. 21-R-36 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the Execution of a Second Amendment with USCOG of Greater Missouri, LLC, to Modify the Terms of an Existing Tower and Ground Space Lease.**

Motion was made by Council Member Updike and seconded by Council Member Grooms to approve Resolution 21-R-36. Garrett Brickner provided an overview of the Resolution. The vote was 6 Aye-Deichman, Franklin, Grooms, Wilson, Pool, and Updike. 0 Nay. Motion Carried.

**Reports from Staff**

City Administrator David Cameron apologized for the back to back meetings, reminding everyone it was due to the tax levy. Mr. Cameron updated Council on the MM project for 5 lane widening, which continues to take shape. Mr. Cameron announced that on September 23rd, MoDOT will hear the cost share application, which the Department of Economic Development already verbally expressed a commitment of six million dollars and Greene County has now committed 1.5 million dollars to contribute to MM from Amazon to I-44. Mr. Cameron shared his appreciation to MoDOT, the Department of Economic Development and the Greene County Commission for their investment into our community. Mr. Cameron reported we still have a 3 million dollar request with Congressman Long's

office for the infrastructure bill that recently passed in the Senate. Mr. Cameron reported it is currently tied up in the House of Representatives. Mr. Cameron shared he hopes we won't have to spend anything other than the cost of the traffic studies, which we already completed.

City Administrator David Cameron shared he has a meeting with the State Highway Commission where he will be presenting on growth and development on September 9th at the Doubletree Hotel in Springfield. Mr. Cameron shared there is an opportunity for public comment and encouraged people to attend.

City Administrator David Cameron reported the Ozarks Transportation Organization will be doing a pushout for the community to get involved again. Mr. Cameron shared there are still many projects in Republic that need funding including US 60 Highway, MM Highway, and the intersection of State Highway 174 and Main Street. Mr. Cameron thanked MoDOT for stepping up and our staff for pushing these projects to the forefront. Mr. Cameron reported that the intersection of 60 Highway and State Highway 174 was not even on the list a few years ago.

Mayor Matt Russell announced Andy's is opening tomorrow.

Council Member Chris Updike commended Jared and the Parks crew for their work on the gotMud? Run. Mr. Updike reported he had a blast and all the kids faces had smiles. Mr. Updike shared everyone had a good time, even though the water was cold. Mr. Updike congratulated Council Member Franklin on his recent podcast.

Council Member Franklin shared Council Member Updike's appreciation for the gotMud? Run. Mr. Franklin shared he has had several people tell him they had a blast. Mr. Franklin shared he was not able to attend and thanked staff for their hard work. Mr. Franklin shared he doesn't have the patience to sit through the Andy's line on opening day.

**Adjournment**

Mayor Russell adjourned the meeting at 6:12 p.m.

ATTEST:

\_\_\_\_\_  
Laura Burbridge, City Clerk

\_\_\_\_\_  
Matt Russell, Mayor



## AGENDA ITEM ANALYSIS

Project/Issue Name: 21-R-37 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into an Agreement with Donelson Construction Company, LLC for Microsealing Streets within the City of Republic.

Submitted By: Andrew Nelson, BUILDS Administrator

Date: September 7, 2021

### Issue Statement

To enter into an agreement with Donelson Construction Company, LLC for PressurePave sealant and Modified Aggregate Quick Set (MAQS) surfacing products and labor.

### Discussion and/or Analysis

Proposed services include installation of patented MAQS and PressurePave products, as well as associated costs for labor, equipment, materials, and traffic control.

Payment to Donelson Construction Company is estimated at \$88,000.

### Recommended Action

Staff recommends approval.

RESOLUTION NO. 21-R-37

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH DONELSON CONSTRUCTION COMPANY, LLC FOR MICROSEALING STREETS WITHIN THE CITY OF REPUBLIC**

*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 desires to microseal multiple streets within the City for routine maintenance and street longevity; and

*WHEREAS*, Greene County solicited sealed bids with Donelson Construction Company, LLC being the lowest bidder; and

*WHEREAS*, the City of Republic does hereby accept, with modifications, if any, the City's utilization of Greene County, Missouri's Cooperative Contract #16-0798 to be performed by the Contractor; and

*WHEREAS*, the City Council desires to accept the lowest, responsible bid provided to Greene County, Missouri to govern the Project.

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

Section 1. The submitted quote from Donelson Construction Company, LLC for the work requested is estimated to cost \$88,000.

Section 2. On behalf of the City, the City Administrator or designee is authorized to enter into an agreement with Donelson Construction Company, LLC for the Project, said agreement to be in substantially the same form as Attachment 1.

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

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

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

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Republic, Missouri, this 7th day of September 2021.

\_\_\_\_\_  
Matt Russell, Mayor

RESOLUTION NO. 21-R-37

ATTEST:

\_\_\_\_\_  
Laura Burbridge, City Clerk

DocuSigned by:  
*Damon Phillips*  
11F90D67110B4F4...

9/2/2021

Approved as to Form: \_\_\_\_\_, Damon Phillips, City Attorney

Final Passage and Vote: \_\_\_\_\_

## AGREEMENT FOR CONTRACT SERVICES

**THIS AGREEMENT FOR CONTRACT SERVICES** (the "Agreement") is made and entered into as of **December 27, 2016**, by and between the **County of Greene**, ("County") and **Donelson Construction Company, LLC** ("Contractor"), located at 1075 Wise Hill Road, Clever, Missouri 65631. (The term Contractor includes professionals performing in a consulting capacity.)

### PART I – FUNDAMENTAL TERMS

- A. Location of Project:** Greene County location(s) as set forth in EXHIBIT I, included herein, and for other public bodies within Greene County as well as agencies located in Missouri, Iowa, Illinois, Indiana, Kentucky, Tennessee, Mississippi, Arkansas, Louisiana, Texas, Oklahoma, Kansas & Nebraska, as set forth in Exhibit II. Included herein.
- B. Description of Services/Goods to be Provided:** Provide goods/services in accordance with Exhibit I and Exhibit II, included herein.
- C. Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on December 27, 2016 ("Commencement Date") and shall continue through December 26, 2017, with the option to renew, at both parties discretion, for up to two additional one-year periods.
- D. Party Representatives:**  
 The County designates the following person to act on County's behalf: Melissa Denney or Rick Artman  
  
 The Contractor designates the following person to act on Contractor's behalf: Michael J. Donelson
- E. Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to County at the address set forth in the General Provisions. The County shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.
- F. Integration:** This Agreement represents the entire understanding of County and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

### PART II - GENERAL PROVISIONS

#### 1. SECTION ONE - SERVICES OF CONTRACTOR

- 1.1. Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Exhibit I and Exhibit IIes, which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.
- 1.2. Changes and Additions to Scope of Services.** County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by County to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.
- 1.3. Standard of Performance.** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that

all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

- 1.4. **Performance to Satisfaction of County.** Contractor agrees to perform all work to the satisfaction of County within the time specified. If County reasonably determines that the work is not satisfactory, County shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.
- 1.5. **Instructions from County.** In the performance of this Agreement, Contractor shall report to and receive instructions from the County's Representative designated in Paragraph D.1 of the Fundamental Terms of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the County's Representative.
- 1.6. **Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the County's Representative.
- 1.7. **Prohibition Against Subcontracting or Assignment.** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of County. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. In the event of any unapproved transfer, including any bankruptcy proceeding, County may void the Agreement at County's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of County.
- 1.8. **Compensation.** Contractor shall be compensated in accordance with the terms of the Budget. Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with County representatives, and incidental costs incurred in performing under this Agreement.

## 2. SECTION TWO - INSURANCE AND INDEMNIFICATION

- 2.1. **Insurance:** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.7 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.
- 2.2. **Contractor's Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be from companies authorized to issue insurance in the State of Missouri and shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.3. **Comprehensive General Liability Insurance** -The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any



subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The insurance carried by Contractor shall name Greene County, Missouri, its elected officials and employees as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Greene County and said insurance shall be not less than \$500,000.00 per person and \$3,000,000.00 for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- 2.4. **Workers Compensation Insurance** -The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.5. **Commercial Automobile Liability** - The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$500,000.00 per claimant and \$3,000,000.00 for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.6. **Professional Liability** - (covering errors and omissions): One Million Dollars (\$1,000,000.00) per claims made.
- 2.7. **Other Insurance** - Such other policies of insurance as may be required in Part III hereto ("Special Provisions")
- 2.8. **Proof of Carriage of Insurance** -The Contractor shall furnish the County with Certificate(s) of Insurance which name the County, its elected officials and employees as additional insureds in an amount as required in this contract and sufficient to cover sovereign immunity limits for Missouri public entities (\$376,378.00 per claimant and \$2,509,186.00 per occurrence for 2010) as calculated by the Missouri Department of Insurance, financial institutions, professional registration, and publish annually in the Missouri Registered pursuant to Section 537.610, RSMo. Each party shall require a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.9. **Indemnity Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Greene from its own negligence.
- 2.10. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

### 3. SECTION THREE - LEGAL RELATIONS AND RESPONSIBILITIES

- 3.1. **Compliance with Laws:** Contractor shall keep itself fully informed of all existing and future state and federal laws and all County statutes and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, statutes, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Missouri Department of Labor and Industrial Relations of the State of Missouri.
- 3.2. **Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless County against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against County thereunder.
- 3.3. **Non-Discrimination Assurance.** With regard to work under this Agreement, the Contractor agrees as follows:
- a. **Civil Rights Statutes:** The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. § 12101, *et seq.*). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".
  - b. **Nondiscrimination:** The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.
  - c. **Solicitations for Subcontracts, Including procurements of Material and Equipment:** These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex disability or national origin, age or ancestry of any individual.
  - d. **Information and Reports:** The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor is in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.
  - e. **Sanctions for Noncompliance:** In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
    - (i) Withholding of payments under this Agreement until the Contractor complies; and/or
    - (ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
  - f. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraph 3.3 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, County Commission order, or instructions issued by the County. The Contractor will take such action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance;

provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County.

- 3.4. **Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit.** Contractor shall comply with the provisions of Sections 285.525 through 285.550, and 292.675 RSMo., from the commencement until the termination of this Agreement. For any contract over \$5,000.00 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:
- a. That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
  - b. That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.
  - c. That Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Copies of the required Affidavits can be found on the County's Purchasing website: <http://www.greenecountymo.org/purchasing/index.php>. Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding). Refer to *Attachment I, Notice and Instructions to Bidder/Vendors regarding Sections 285.525 through 285.550, RSMo., effective January 1, 2009 and Section 292.675 RSMo., effective August 28, 2009, attached hereto.*

- 3.5. **Independent Contractor.** Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the County. County is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.
- 3.6. **Use of Patented Materials.** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the County harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.
- 3.7. **Proprietary Information.** All proprietary information developed specifically for County by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of County, and are confidential and shall not be made available to any person or entity without the prior written approval of County. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to County, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by County.
- 3.8. **Retention of Funds.** Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and all amounts for which County may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. County in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such

claim or any resulting lien. The failure of County to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay County any sums Contractor owes County.

- 3.9. **Termination By County.** County reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from County, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to receipt of County's notice of termination and for any services authorized in writing by County thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by County in retaining a replacement contractor and similar expenses, exceeds the Budget.
- 3.10. **Right to Stop Work; Termination By Contractor.** Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to County. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to County, except such services as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to County and for any services authorized in writing by County thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.8 relating to County's right to take over and finish the work and Contractor's liability therefore shall apply.
- 3.11. **Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.
- 3.12. **Legal Actions.** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in an appropriate court with jurisdiction in Greene County, and Contractor agrees to submit to the personal jurisdiction of such court.
- 3.13. **Rights and Remedies are Cumulative.** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- 3.14. **Attorneys' Fees.** In any action by the County against the Contractor seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, if the County is the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, the County shall be entitled to have and recover from the Contractor its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If the County is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the Contractor, then the County shall be entitled to its reasonable attorney's fees and costs from the Contractor.
- 3.15. **Force Majeure.** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of County or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, tornadoes, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including County, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, County shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of County such delay is justified. County's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against County for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.
- 3.16. **Non-Liability of County Employees.** No official, employee, agent, representative, or volunteer of County shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by County, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

**3.17. Conflicts of Interest**

- 3.18. No official, employee, agent, representative or volunteer of County shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any Federal, State or County law or statute. Contractor shall not employ any such person while this Agreement is in effect.
- 3.19. Contractor represents warrants and covenants that he, she or it presently has no interest, direct or indirect that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

**4. SECTION FOUR - MISCELLANEOUS PROVISIONS**

- 4.1. **Records and Reports.** Upon request by County, Contractor shall prepare and submit to County any reports concerning Contractor's performance of the services rendered under this Agreement. County shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of County and shall be delivered at no cost to County upon request of County or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of County. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and County shall have access to such records in the event any audit is required.
- 4.2. **Notices.** Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 4:00 p.m. on the second calendar day following dispatch. Notices to the County shall be delivered to the following address, to the attention of the County Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To County:                                Greene County  
    Purchasing Department  
    933 N. Robberson  
    Springfield, Missouri 65802

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

- 4.3. **Construction and Amendment.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.
- 4.4. **Severability.** Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.
- 4.5. **Authority.** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6. **Special Provisions.** Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in the Special Provisions.

**THIS AGREEMENT FOR CONTRACT SERVICES MUST BE SIGNED AND INCLUDED WITH THE BID SUBMISSION. IF AWARDED, THE CONTRACT WILL BE SIGNED AND CERTIFIED BY GREENE COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO YOU.**

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

COUNTY OF GREENE

DONELSON CONSTRUCTION COMPANY, LLC

By: *[Signature]* 1-3-17  
Purchasing Director

By: *[Signature]*

By: *[Signature]*  
Purchasing Buyer

Title: Member

By: \_\_\_\_\_

Title: \_\_\_\_\_

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

*[Signature]*  
Greene County Auditor

1/4/17  
Date

**Additional Purchases by Other Public Agencies:**

Will you honor the submitted prices for purchase by other entities who participate in Cooperative purchasing with Greene County, Missouri?

Yes  No

*Michael J. Donelson*

Michael J. Donelson, Member

**DONELSON CONSTRUCTION CO., LLC  
1075 WISE HILL ROAD  
CLEVER, MO 65631**



**Construction  
Company, LLC**

**EXHIBIT I**

Ph: (417) 743-2694  
Fax: (417) 743-2945  
1075 Wise Hill Road, Clever, MO 65631

December 21, 2016

Mr. Rick Artman  
Greene County Highway Department Administrator

Mr. Artman,

Donelson Construction Co., LLC offers the following pricing for the patented Modified Aggregate Quick Set (M.A.Q.S.) Surfacing System®, and related services. US Patents 7,312,262B2, 2007/0031227A1, 9,260,826B2, other patents pending, and proprietary materials and devices are included in the products and services offered herein. All materials and labor are inclusive with these prices, except where noted. These prices are valid within Greene County and the City of Springfield. For other agencies located within or outside of Greene County, please see alternate pricing attached. Donelson reserves the right to discount any of the prices listed at any time.

MAQS-Fine (One lift, 12-15 pounds per square yard)...\$1.78 per square yard (non-residential)  
\$2.34 per square yard (residential)

MAQS-Type 2 (One lift, 17-21 pounds per square yard)...\$2.35 per square yard (non-residential)  
\$2.67 per square yard (residential)

MAQS-Type 2 Plus (One lift, 22-26 pounds per square yard)...\$2.74 per square yard (non-residential)  
\$3.16 per square yard (residential)

MAQS-Type 3 (One lift, 26-30 pounds per square yard)...\$2.95 per square yard (non-residential)  
\$3.37 per square yard (residential)

MAQS-FlexScratch (crack repair)...same prices stated above

MAQS-PressurePave Crack Filler...\$0.26 per pound installed (non-residential)  
\$0.30 per pound installed (residential)

MAQS-ChipLock and MAQS-GripSeal...\$2.56 per gallon plus \$0.45 per square yard (non-residential)  
or \$0.85 per square yard (residential)

Hot rubber crack-fill (labor only, County or City to supply material)...\$3.00 per pound installed

Cold mix asphalt...\$56.00 per ton FOB Clever Stone Quarry

Sincerely,

Michael J. Donelson  
Owner





**Construction  
Company, LLC**

## **EXHIBIT II**

Ph: (417) 743-2694  
Fax: (417) 743-2945  
1075 Wise Hill Road, Clever, MO 65631

December 21, 2016

Mr. Rick Artman  
Greene County Highway Department Administrator

Mr. Artman,

Per the cooperative agreement option of your contract, Donelson Construction Co., LLC offers the following pricing for the patented Modified Aggregate Quick Set (M.A.Q.S.) Surfacing System®, and related services. US Patents 7,312,262B2, 2007/0031227A1, 9,260,826B2, other patents pending, and proprietary materials and devices are included in the products and services offered herein. All materials and labor are included. These prices are valid for other public bodies within the County, as well as agencies located in Missouri, Iowa, Illinois, Indiana, Kentucky, Tennessee, Mississippi, Arkansas, Louisiana, Texas, Oklahoma, Kansas, and Nebraska. Price levels are dependent upon type and volume of work desired, distance from material production facilities (Clever, MO), and other considerations. Donelson reserves the right to discount any of the prices listed at any time.

Sincerely,

A handwritten signature in cursive script that reads 'Michael J. Donelson'.

Michael J. Donelson  
Owner



## EXHIBIT II

### 2017 Greene County Cooperative Agreement Pricing – Other agencies

	<b>Modified Aggregate Quick Set (per yd<sup>2</sup>)</b>	<b>PressurePave Crack Filler</b>	<b>MAQS-ChipLock or MAQS-GripSeal</b>	<b>Hot Rubber Crack Filler (per yd<sup>2</sup>)</b>
<b>LEVEL 1</b>	MAQS-Fine: \$2.94	\$0.30 per pound of material installed	Installation:	Rural: \$0.70 Residential: \$1.00
	MAQS-2: \$3.38		\$0.65 per yd <sup>2</sup> rural OR	
	MAQS-2 Plus: \$3.73		\$1.10 per yd <sup>2</sup> residential	
	MAQS-3: \$3.93		Plus	
	MAQS-Flex (same as prices stated above)		Material: \$2.56 per gallon	
<b>LEVEL 2</b>	MAQS-Fine: \$3.04	\$0.31 per pound of material installed	Installation:	Rural: \$0.70 Residential: \$1.00
	MAQS-2: \$3.49		\$0.65 per yd <sup>2</sup> rural OR	
	MAQS-2 Plus: \$3.90		\$1.10 per yd <sup>2</sup> residential	
	MAQS-3: \$4.30		Plus	
	MAQS-Flex (same as prices stated above)		Material: \$2.60 per gallon	
<b>LEVEL 3</b>	MAQS-Fine: \$3.15	\$0.32 per pound of material installed	Installation:	Rural: \$0.70 Residential: \$1.00
	MAQS-2: \$3.59		\$0.65 per yd <sup>2</sup> rural OR	
	MAQS-2 Plus: \$4.10		\$1.10 per yd <sup>2</sup> residential	
	MAQS-3: \$4.65		Plus	
	MAQS-Flex (same as prices stated above)		Material: \$2.70 per gallon	
<b>LEVEL 4</b>	MAQS-Fine: \$3.40	\$0.33 per pound of material installed	Installation:	Rural: \$0.70 Residential: \$1.00
	MAQS-2: \$3.79		\$0.65 per yd <sup>2</sup> rural OR	
	MAQS-2 Plus: \$4.60		\$1.10 per yd <sup>2</sup> residential	
	MAQS-3: \$4.90		Plus	
	MAQS-Flex (same as prices stated above)		Material: \$2.80 per gallon	
<b>LEVEL 5</b>	MAQS-Fine: \$3.80	\$0.34 per pound of material installed	Installation:	Rural: \$0.70 Residential: \$1.00
	MAQS-2: \$4.20		\$0.65 per yd <sup>2</sup> rural OR	
	MAQS-2 Plus: \$4.80		\$1.10 per yd <sup>2</sup> residential	
	MAQS-3: \$5.20		Plus	
	MAQS-Flex (same as prices stated above)		Material: \$2.90 per gallon	
<b>LEVEL 6</b>	MAQS-Fine: \$4.20	\$0.35 per pound of material installed	Installation:	Rural: \$0.70 Residential: \$1.00
	MAQS-2: \$4.60		\$0.65 per yd <sup>2</sup> rural OR	
	MAQS-2 Plus: \$5.10		\$1.10 per yd <sup>2</sup> residential	
	MAQS-3: \$5.50		Plus	
	MAQS-Flex (same as prices stated above)		Material: \$3.00 per gallon	



OFFICE OF THE PURCHASING DIRECTOR  
1443 N. ROBERSON AVE., SUITE 1000, SPRINGFIELD, MO 65502

ROBERT CIRTIN  
PRESIDING COMMISSIONER

HAROLD BENGSCHE  
COMMISSIONER, 1<sup>ST</sup> DISTRICT

LINCOLN P. HOUGH  
COMMISSIONER, 2<sup>ND</sup> DISTRICT

CONTRACT #: 16-0798

TITLE: Modified Aggregate Quick Set (MAQS)  
AMENDMENT ISSUE DATE: ~~12-26-2019~~ 3/9/2020

CONTACT: Tami Greene  
PHONE: (417)868-4019  
E-MAIL: tgreene@greencountymo.gov

AMENDMENT NUMBER 5 TO AGREEMENT FOR CONTRACT SERVICES

This Amendment Number 5 to Agreement for Contract Services (the "Fifth Amendment") is made and entered into as of March 9, 2020 by and between the County of Greene, ("County") and Donelson Construction, LLC ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between the County and Contractor as of December 27, 2016 County of Greene contract #16-0798 (the "Agreement").

- Purpose:
1. "SCOPE OF SERVICES" and "BUDGET" are modified by adding EXHIBIT I, attached hereto.
  2. Except as set forth in this Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this <sup>Fifth</sup> Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

COUNTY OF GREENE  
By: [Signature] 3-17-2020  
Purchasing Buyer

DONELSON CONSTRUCTION, LLC  
By: [Signature]  
Title: Member

By: [Signature] 3/17/2020  
Purchasing Director

By: \_\_\_\_\_  
Title: \_\_\_\_\_

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same

[Signature]  
Auditor Certification  
3/30/2020  
Date



**Construction  
Company, LLC**

## EXHIBIT I

Item 2.

Ph: (417) 743-2694  
Fax: (417) 743-2945

1075 Wise Hill Road, Clever, MO 65631

March 4, 2020

Mr. Rick Artman  
Greene County Highway Department Administrator

Mr. Artman,

Donelson Construction Co., LLC offers the following explanation for the revised MAQS pricing submitted. The example below is based upon the increase proposed of the MAQS-2 (non-residential price).

Increase in cost of base asphalt...\$0.15 per square yard  
Increase due to asphalt additives necessary to maintain long-term performance...\$0.06 per square yard  
Increase in emulsion content to maintain long-term performance...\$0.09 per square yard  
Increase in average application rate of material to road surfaces...\$0.14 per square yard  
Increase in cost of crushed aggregate...\$0.04 per square yard

Total increase: \$0.48 per square yard

Sincerely,

A handwritten signature in cursive script that reads "Michael J. Donelson".

Michael J. Donelson  
Owner





**Construction  
Company, LLC**

**EXHIBIT I**

Item 2.

Ph: (417) 743-2694  
Fax: (417) 743-2945  
1075 Wise Hill Road, Clever, MO 65631

March 4, 2020

Mr. Rick Artman  
Greene County Highway Department Administrator

Mr. Artman,

Donelson Construction Co., LLC offers the following pricing for the patented Modified Aggregate Quick Set (MAQS®) Surfacing System, and related services. US Patents 7,312,262B2, 2007/0031227A1, 9,260,826B2, 9,879,387B2 other patents pending, and proprietary materials and devices are included in the products and services offered herein. All materials and labor are inclusive with these prices, except where noted. These prices are valid within Greene County and the City of Springfield. For other agencies located within or outside of Greene County, please see alternate pricing attached. Donelson reserves the right to discount any of the prices listed at any time.

MAQS-Fine (One lift, 12-15 pounds per square yard)...\$2.43 per square yard (non-residential)  
\$2.79 per square yard (residential)

MAQS-Type 2 (One lift, 17-21 pounds per square yard)...\$2.93 per square yard (non-residential)  
\$3.19 per square yard (residential)

MAQS-Type 2 Plus (One lift, 22-26 pounds per square yard)...\$3.39 per square yard (non-residential)  
\$3.62 per square yard (residential)

MAQS-Type 3 (One lift, 26-30 pounds per square yard)...\$3.65 per square yard (non-residential)  
\$3.88 per square yard (residential)

MAQS-FlexScratch (crack repair)...same prices stated above

MAQS-PressurePave Crack Filler...\$0.35 per pound installed (non-residential)  
\$0.35 per pound installed (residential)

MAQS-ChipLock and MAQS-GripSeal...\$2.56 per gallon plus \$0.55 per square yard (non-residential)  
or \$0.95 per square yard (residential)

Hot rubber crack-fill (labor only, County or City to supply material)...\$3.00 per pound installed

Cold mix asphalt...\$56.00 per ton FOB Clever Stone Quarry

Sincerely,

Michael J. Donelson  
Owner



**Construction  
Company, LLC**

**EXHIBIT I**

Item 2.

Phone: (417) 743-2694  
 Fax: (417) 743-2945  
 1075 Wise Hill Road, Clever, MO 65631

**2020 Greene County Cooperative Agreement Pricing – Other agencies**

	<i>Modified Aggregate Quick Set (per yd2)</i>	<i>PressurePave Crack Filler</i>	<i>MAQS-ChipLock or MAQS-GripSeal</i>	<i>PressurePave OR Hot Rubber Crack Filler (per yd2)</i>
<b>LEVEL 1</b>	MAQS-Fine: \$3.45	\$0.60 per pound of material installed	Installation:	Rural: \$0.84 Residential: \$1.12
	MAQS-2: \$3.79		\$0.75 per yd2 rural OR	
	MAQS-2 Plus: \$4.25		\$1.20 per yd2 residential	
	MAQS-3: \$4.67		Plus	
	MAQS-Flex (same as prices stated above)		Material: \$2.56 per gallon	
<b>LEVEL 2</b>	MAQS-Fine: \$3.56	\$0.62 per pound of material installed	Installation:	Rural: \$0.84 Residential: \$1.12
	MAQS-2: \$3.89		\$0.75 per yd2 rural OR	
	MAQS-2 Plus: \$4.50		\$1.20 per yd2 residential	
	MAQS-3: \$5.13		Plus	
	MAQS-Flex (same as prices stated above)		Material: \$2.60 per gallon	
<b>LEVEL 3</b>	MAQS-Fine: \$3.68	\$0.64 per pound of material installed	Installation:	Rural: \$0.84 Residential: \$1.12
	MAQS-2: \$3.98		\$0.80 per yd2 rural OR	
	MAQS-2 Plus: \$4.75		\$1.25 per yd2 residential	
	MAQS-3: \$5.28		Plus	
	MAQS-Flex (same as prices stated above)		Material: \$2.70 per gallon	
<b>LEVEL 4</b>	MAQS-Fine: \$3.80	\$0.66 per pound of material installed	Installation:	Rural: \$0.84 Residential: \$1.12
	MAQS-2: \$4.10		\$0.80 per yd2 rural OR	
	MAQS-2 Plus: \$5.00		\$1.25 per yd2 residential	
	MAQS-3: \$5.43		Plus	
	MAQS-Flex (same as prices stated above)		Material: \$2.80 per gallon	
<b>LEVEL 5</b>	MAQS-Fine: \$3.92	\$0.68 per pound of material installed	Installation:	Rural: \$0.84 Residential: \$1.12
	MAQS-2: \$4.25		\$0.85 per yd2 rural OR	
	MAQS-2 Plus: \$5.25		\$1.30 per yd2 residential	
	MAQS-3: \$5.60		Plus	
	MAQS-Flex (same as prices stated above)		Material: \$2.90 per gallon	
<b>LEVEL 6</b>	MAQS-Fine: \$4.05	\$0.70 per pound of material installed	Installation:	Rural: \$0.84 Residential: \$1.12
	MAQS-2: \$4.40		\$0.85 per yd2 rural OR	
	MAQS-2 Plus: \$5.50		\$1.30 per yd2 residential	
	MAQS-3: \$5.90		Plus	
	MAQS-Flex (same as prices stated above)		Material: \$3.00 per gallon	



OFFICE OF THE PURCHASING DIRECTOR  
1443 N. ROBBERSON AVE., SUITE 1000, SPRINGFIELD, MO 65802

ROBERT CIRTIN      HAROLD BENGSCHE      LINCOLN P. HOUGH  
PRESIDING COMMISSIONER      COMMISSIONER, 1<sup>st</sup> DISTRICT      COMMISSIONER, 2<sup>nd</sup> DISTRICT

**CONTRACT #: 16-0798**

**TITLE:** Modified Aggregate Quick Set (MAQS)  
**AMENDMENT ISSUE DATE:** 11-24-2020  
**CONTACT:** Tami Greene  
**PHONE:** (417)868-4019  
**E-MAIL:** tgreene@greencountymo.gov

**AMENDMENT NUMBER 6 TO AGREEMENT FOR CONTRACT SERVICES**

This Amendment Number six (6) to Agreement for Contract Services (the "Sixth Amendment") is made and entered into as of November 24, 2020 by and between the County of Greene, ("County") and Donelson Construction, LLC ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between the County and Contractor as of December 27, 2016 County of Greene contract #16-0798 (the "Agreement").

- Purpose:
1. The expiration date of the Agreement is changed from December 27, 2020 to December 27, 2021.
  2. Except as set forth in this Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

**COUNTY OF GREENE**

**DONELSON CONSTRUCTION, LLC**

By: *Tami Greene* 12-11-2020  
Purchasing Buyer

By: *Michael J. Donelson*  
Title: Member

By: *Laura M. Murrin*  
Purchasing Director

By: \_\_\_\_\_  
Title: \_\_\_\_\_

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

*Cindy A. Stew*  
Auditor Certification  
12/22/2020  
Date



## AGENDA ITEM ANALYSIS

Project/Issue Name: 21-58 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Final Plat of Olde Savannah Phase Two Subdivision.

Submitted By: Karen Haynes, Planning Manager, BUILDS Department

Date: September 7, 2021

### Issue Statement

The City of Republic's BUILDS Department received a Final Plat Application for Olde Savannah Phase Two Subdivision on August 02, 2021.

### Discussion and/or Analysis

The Final Plat of Olde Savannah Phase Two will legally divide approximately four point six-five (4.65) acres of land into nineteen (19) residential lots and includes the dedication of Right-of-Way, Utility, and Stormwater Easements. The Final Plat includes approximately (1050) linear feet of street and (990) linear feet of sidewalk.

The Final Plat of Olde Savannah Phase Two conforms to the Preliminary Plat approved by City Council on May 19, 2020.

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

### Recommended Action

Staff recommends approval of the Olde Savannah Phase Two Final Plat.



BILL NO. 21-58

ORDINANCE NO. 21-

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,  
APPROVING THE FINAL PLAT OF THE OLDE SAVANNAH PHASE 2 SUBDIVISION**

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

*WHEREAS*, the preliminary plat of the Olde Savannah subdivision (herein called "Subdivision") was approved by the Council on May 19, 2020, in Resolution 20-R-11; and

*WHEREAS*, an application for the review and approval of a final plat of the Subdivision was received by the BUILDS Department, after which the BUILDS Department staff caused the review of the final plat document; and

*WHEREAS*, the minimum required public improvements for the subdivision's final plat have been inspected and approved by the BUILDS Department.

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

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

BILL NO. 21-58

ORDINANCE NO. 21-

*PASSED AND APPROVED* at a regular meeting of the City Council of the City of Republic, Missouri  
this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Matt Russell, Mayor

ATTEST:

\_\_\_\_\_  
Laura Burbridge, City Clerk

Approved as to Form: /s/ Michael Tighe for Damon Phillips, City Attorney

Final Passage and Vote:  
\_\_\_\_\_

# SUBD-FNL 21-007: Olde Savannah Phase 2

Item 3.

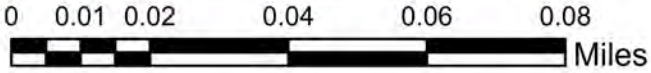
## Vicinity Map



### Legend

- Parcels
- Olde Savannah Ph. 2
- Sinkhole
- Floodplain

Parcel Owner: Olde Savannah, LLC  
Parcel Address: 6300 Block of South Farm Road 89  
Area: 4.65 Acres  
Zoning: High Density Single Family Residential (R1-H)  
Number of Lots: 19



# FINAL PLAT OF OLDE SAVANNAH PHASE 2 A SUBDIVISION IN REPUBLIC, GREENE COUNTY, MISSOURI NW 1/4 OF THE SW 1/4 SECTION 28, TOWNSHIP 28 NORTH, RANGE 23 WEST

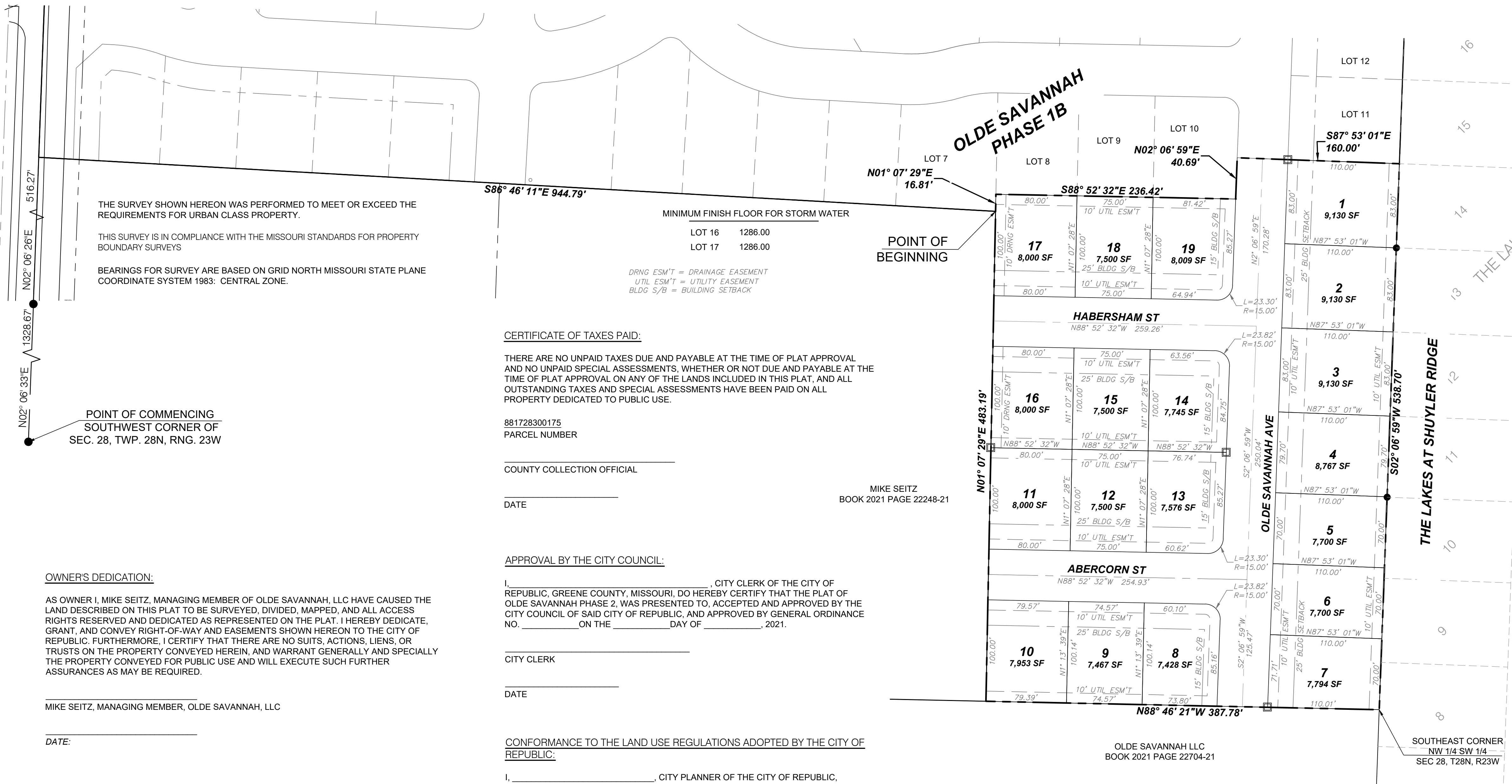
**LEGEND**

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

**OWNER/DEVELOPER**

OLDE SAVANNAH LLC  
3800 S FREMONT AVE  
SPRINGFIELD MO 65804

SPACE RESERVED FOR GREENE COUNTY RECORDER



THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE REQUIREMENTS FOR URBAN CLASS PROPERTY.

THIS SURVEY IS IN COMPLIANCE WITH THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS

BEARINGS FOR SURVEY ARE BASED ON GRID NORTH MISSOURI STATE PLANE COORDINATE SYSTEM 1983: CENTRAL ZONE.

MINIMUM FINISH FLOOR FOR STORM WATER

LOT 16	1286.00
LOT 17	1286.00

DRNG ESM'T = DRAINAGE EASEMENT  
UTIL ESM'T = UTILITY EASEMENT  
BLDG S/B = BUILDING SETBACK

**CERTIFICATE OF TAXES PAID:**

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

881728300175  
PARCEL NUMBER

COUNTY COLLECTION OFFICIAL

DATE

MIKE SEITZ  
BOOK 2021 PAGE 22248-21

**APPROVAL BY THE CITY COUNCIL:**

I, \_\_\_\_\_, CITY CLERK OF THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF OLDE SAVANNAH PHASE 2, 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 \_\_\_\_\_, 2021.

CITY CLERK

DATE

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

I, \_\_\_\_\_, CITY PLANNER OF THE CITY OF REPUBLIC, MISSOURI, DO HEREBY CERTIFY ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, THE FINAL PLAT OF OLDE SAVANNAH PHASE 2, CONFORMS TO THE CITY OF REPUBLIC LAND USE REGULATIONS, IN ACCORDANCE WITH TITLE IV OF THE REPUBLIC CODE OF ORDINANCES.

CITY PLANNER

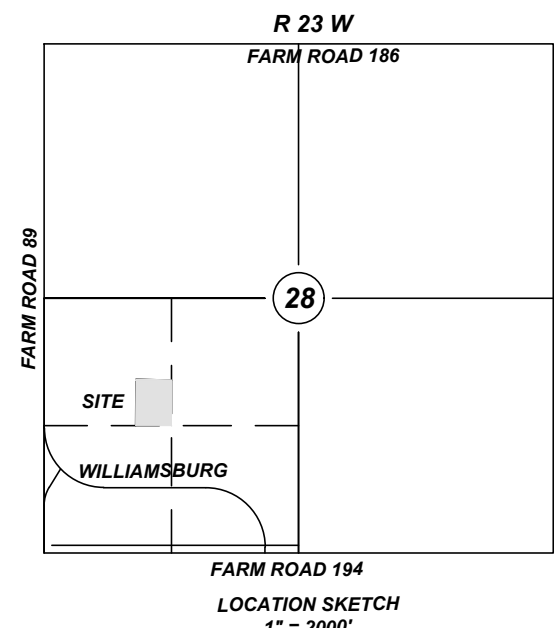
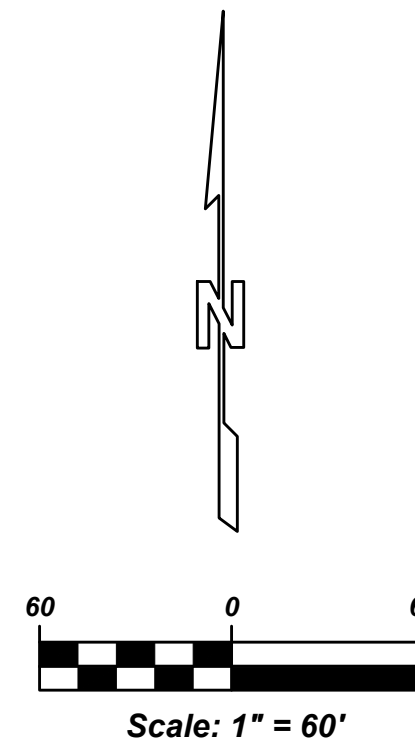
**SURVEYOR'S DECLARATION:**

THAT I, JAMES A. VAUGHAN DO HEREBY DECLARE THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED PREPARED BY CJW DATED APRIL 20, 2020 AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH CURRENT MISSOURI STANDARDS FOR BOUNDARY SURVEYS AS PROMULGATED BY THE MISSOURI DEPARTMENT OF AGRICULTURE.

DATE PREPARED: AUGUST 02, 2021

SIGNATURE: \_\_\_\_\_ MO PLS NO. 002555

DATE: \_\_\_\_\_



GRID NORTH MISSOURI STATE PLANE  
COORDINATE SYSTEM 1983: CENTRAL ZONE  
MISSOURI GEOGRAPHIC REFERENCE SYSTEM  
STATION: GR-87A  
N: 466761.79 (142289.279 METERS)  
E: 1352304.24 (412183.157 METERS)

**GENERAL NOTES:**

- TOTAL AREA: 202,482 SQ. FT. = 4.65 ACRES (INCLUDES RIGHT-OF-WAY TO BE DEDICATED)
- TOTAL NUMBER OF LOTS: 19
- SMALLEST LOT: LOT 8 (7,428 SQ. FT.)
- LARGEST LOT: LOTS 1, 2 & 3 (9,130 SQ. FT.)
- DATE PRELIMINARY PLAT APPROVED: MAY 19, 2020
- CURRENT ZONING: R1-H HIGH DENSITY SINGLE FAMILY
- SOURCE OF TITLE: BOOK 2020 PAGE 17080-20
- BUILDING SETBACKS -  
FRONT YARD - 25'  
REAR YARD - 25'  
SIDE YARD - 6'  
SIDE YARD W/ STREET FRONTAGE - 15'
- ACCORDING TO FEMA COMMUNITY-PANEL NUMBER 29077C0427E, DATED DECEMBER 17, 2010 THE PROPERTY SHOWN HEREON LIES WITHIN A DESIGNATED FLOOD ZONE X. (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN)
- THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE REQUIREMENTS FOR URBAN CLASS PROPERTY
- ALL STREET RIGHT OF WAY WILL BE 50 FEET
- SIDEWALK WILL BE ON THE EAST SIDE OF OLDE SAVANNAH AVE, THE NORTH SIDE OF HABERSHAM ST, AND THE NORTH SIDE OF ABERCORN ST
- ALL COMMON AREAS & DRAINAGE AND DETENTION AREAS MUST BE OWNED AND MAINTAINED BY A HOMEOWNER'S ASSOCIATION.

**PROPERTY DESCRIPTION**

A TRACT OF LAND BEING A PART OF THE NORTH-WEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 28 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 02°06'33" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1328.67 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 02°06'28" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 516.27 FEET; THENCE SOUTH 86°46'11" EAST, A DISTANCE OF 944.79 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°07'29" EAST, A DISTANCE OF 16.81 FEET; THENCE SOUTH 88°52'32" EAST, A DISTANCE OF 236.42 FEET; THENCE NORTH 02°06'59" EAST, A DISTANCE OF 40.69 FEET; THENCE SOUTH 87°53'01" EAST, A DISTANCE OF 160.00 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 02°06'59" WEST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALSO BEING THE WEST LINE OF THE LAKES AT SHUYLER RIDGE, A SUBDIVISION RECORDED IN PLAT BOOK 22 AT PAGE 279 GREENE COUNTY RECORDER'S OFFICE, A DISTANCE OF 538.70 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 88°46'21" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 387.78 FEET; THENCE NORTH 01°07'29" EAST, A DISTANCE OF 483.19 FEET TO THE POINT OF BEGINNING, CONTAINING 202,482 SQUARE FEET OR 4.65 ACRES.

**OWNERS DEDICATION:**

AS OWNER I, MIKE SEITZ, MANAGING MEMBER OF OLDE SAVANNAH, LLC 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 HEREBY DEDICATE, GRANT, AND CONVEY RIGHT-OF-WAY AND EASEMENTS SHOWN HEREON TO THE CITY OF REPUBLIC. FURTHERMORE, I 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.

MIKE SEITZ, MANAGING MEMBER, OLDE SAVANNAH, LLC

DATE:

**ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY**

STATE OF MISSOURI )  
                                  ) SS  
COUNTY OF GREENE )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, BEFORE ME PERSONALLY APPEARED MIKE SEITZ, TO ME KNOWN, WHO, DULY SWORN, DID SAY THAT HE IS THE MANAGING MEMBER OF OLDE SAVANNAH, LLC, LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI AND THAT HE EXECUTED THE FOREGOING INSTRUMENT IN THE NAME OF THE ENTITY, AND THAT HE HAD THE AUTHORITY TO SIGN THE SAME AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF THE SAID LIMITED LIABILITY COMPANY. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN MY OFFICE IN \_\_\_\_\_ COUNTY, MISSOURI.

NOTARY PUBLIC: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

No.:	Revision:	Date:
<b>FINAL PLAT OF OLDE SAVANNAH SUBDIVISION PHASE 2</b>		
<b>SW1/4 SEC. 28, TWP. 28N, RNG. 23W CITY OF REPUBLIC, GREENE CO., MISSOURI</b>		
		<p>Prepared by: <b>CJW</b> CJW Transportation Consultants, L.L.C. 5051 S. National Suite 7A Springfield, MO 65810 Tel: 417.889.3400 Fax: 417.889.3402 www.GoCJW.com</p>
SURVEY BY CJW	DESIGN CJW	SCALES HOR. 1"=60' VERT. N/A
DATE 08-02-2021	DRAWN CJW	SHEET 1 OF 1 SHEETS
DWG FINAL PLAT	CHECKED CJW	FILE NO. 20155





## AGENDA ITEM ANALYSIS

Project/Issue Name: 21-59 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the Mayor to Execute an Agreement with City Utilities of Springfield, Missouri to Bring Power to the City Gateway Sign Site Located at 6571 W. US Hwy 60.

Submitted By: Jared Keeling, Assistant City Administrator

Date: September 7, 2021

### Issue Statement

To execute a contract with City Utilities of Springfield, Missouri to bring power to main city gateway sign site located at 6571 W. US Hwy 60.

### Discussion and/or Analysis

The City of Republic recently completed installation of the main city gateway sign located along west bound Hwy 60. In order to bring the required power to the sign for nighttime illumination and to the site for general security and lighting, City Utilities has presented the attached contract and pricing. The contract calls for a main extension from the west under the railroad spur to the gateway sign site.

### Recommended Action

Staff recommends approval.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH CITY UTILITIES OF SPRINGFIELD, MISSOURI TO BRING POWER TO THE CITY GATEWAY SIGN SITE LOCATED AT 6571 W. US HWY 60**

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

*WHEREAS*, the City recently completed installation of the main city gateway sign located in the area of west bound 6571 W. US HWY 60; and

*WHEREAS*, in order to bring power to the site required for nighttime illumination of the sign and for general security and lighting, City Utilities of Springfield, Missouri (hereinafter called, “CU”) has presented the attached proposed agreement and pricing, calling for construction or installation of a main line extension by the City consistent with engineering and specification requirements of with CU; and

*WHEREAS*, City Council desires to bring power to the main city gateway sign and to enter the proposed agreement.

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

- Section 1. The submitted attached proposed agreement and pricing is accepted.
- Section 2. On behalf of the City, the City Administrator or designee is authorized to enter into an agreement in the form as attached.
- Section 3. The City Administrator or designee is authorized on behalf of the City to take the steps necessary to execute this Ordinance and effect the ordained agreement described herein.
- Section 4. The whereas clauses are hereby specifically incorporated herein by reference.
- Section 5. This Ordinance will 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 September 2021.

\_\_\_\_\_  
Matt Russell, Mayor

Attest:

\_\_\_\_\_  
Laura Burbridge, City Clerk

BILL NO. 21-59

ORD NO.

DocuSigned by:  
*Damon Phillips*  
11E90D87116B4E4

9/1/2021

Approved as to Form: \_\_\_\_\_, Damon Phillips, City Attorney

Final Passage and Vote: \_\_\_\_\_

**DEVELOPER INSTALLED  
MAIN EXTENSION CONTRACT  
BETWEEN  
CITY UTILITIES OF SPRINGFIELD, MISSOURI  
AND  
CITY OF REPUBLIC, MO  
6571 W US HIGHWAY 60**

<b>APPLICATION #</b>	<b>210402</b>
<b>CONTRACT SET #</b>	<b>1 OF 4</b>
<b>CONTRACT DATE</b>	<b>08-06-21</b>



DEVELOPER INSTALLED MAIN EXTENSION CONTRACT

Item 4.

ELECTRIC

Appl.# 210402

Appl. Date 02-25-21

Payment Date: \_\_\_\_\_

DEVELOPER INSTALLED MAIN EXTENSION - CONTRACT NO. 210402 for ELECTRIC

This contract and agreement made between CITY OF REPUBLIC, MO herein called Developer and City Utilities of Springfield, Missouri.

Developer owns, is part owner, or represents owner, or part owner, of certain real estate located in 11-28-23 Greene County, Missouri, on which several structures are existing or are to be constructed, said real estate being hereafter described as 6571 W US HIGHWAY 60.

All correspondence shall be mailed to the Developer at, 213 N MAIN ST, REPUBLIC, MO, 65738, unless City Utilities is notified in writing at P.O. Box 551, Springfield, MO, 65801 of a change of address.

IT IS AGREED THAT:

1. Developer shall pay to City Utilities on this date the sum of \$12,607.99 DOLLARS for engineering and inspection of the work to be done by the Developer in the completion of the Construction Project and for other applicable charges as set forth in the City Utilities' Extension Policy.

2. Developer will construct utility installations as shown on Drawing No(s) 85588 Rev1 herein called the "Construction Project" and in accordance with Contract Documents Exhibit B, City Utilities' Technical Specifications for Developer Installed Natural Gas, Water & Electric Work (latest revision). A copy of these specifications is available upon request.

3. By signature below, the parties agree to be bound to all terms and conditions on Exhibit A, attached hereto and incorporated by reference.

4. Any applicable reimbursement will be made to the Developer when title is transferred. The reimbursement amount is estimated based upon the design footage, and is adjusted to the as-built footage after the installation is completed and accepted by City Utilities

The estimated amount is:

Water / Gas Joint Trench: .....	\$	0.00
Water Only:.....	\$	0.00
Gas Only: .....	\$	0.00
Electric Street Crossings: .....	\$	0.00
Electric Conduit: .....	\$	0.00
Other: .....	\$	0.00
TOTAL: .....	\$	0.00

Developer - CITY OF REPUBLIC, MO

Board of Public Utilities of The City of Springfield, Missouri

Signature \_\_\_\_\_

\_\_\_\_\_  
Pam Nelson

Print Name: \_\_\_\_\_

Manager Developer Services  
City Utilities of Springfield, Missouri

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## DEVELOPER INSTALLED MAIN EXTENSION CONTRACT

Item 4.

### EXHIBIT A. TERMS AND CONDITIONS

1. The effective date of this contract and agreement shall be the date of the last signature of a party on this agreement.
2. The Developer shall not assign their privileges or duties of said contract without written consent of all parties herein.
3. Any applicable reimbursement will be made to the Developer when the Construction Project is accepted by City Utilities. The reimbursement amount is estimated based upon the design footage and is adjusted to the as-built footage after the installation is completed and accepted by City Utilities.
4. Developer shall name the Contractor(s) and/or Subcontractor(s) he proposed to utilize in the installation by completing Exhibit C, Designation of Contractors. Such attachment shall include the signatures of all Contractor(s) involved, verifying that they have reviewed and understand the installation requirements set forth in the drawing and construction specifications. City Utilities reserves the sole right to judge the qualification of any contractors or subcontractors. City Utilities shall notify, in writing, the Developer of any such rejections upon which Developer shall resubmit a new Exhibit C, naming other contractor(s) as necessary; for Developer shall not utilize any other contractor or subcontractor except those so named in Exhibit C unless he notifies, in writing, City Utilities of any proposed changes and City Utilities approves said changes.
5. In its entirety the Construction Project shall be constructed in accordance with the Construction Specifications and the attached Drawing No(s) **85588 Rev1** identified on page one of this agreement prepared by or on behalf of City Utilities and in accordance with the effective Resolution(s) adopted by the Board of Public Utilities governing such installation. City Utilities shall have the right to inspect, examine, and test all work to be done by the Developer. However, the Developer shall have complete control, supervision, and direction over the method and manner of obtaining results. The Construction Project shall strictly comply with the requirements set forth in the attached Drawing and Construction Specifications. City Utilities retains the right to reject all work, which does not conform to the Drawings and Construction Specifications for the Construction Project and the Developer shall replace or repair the same without cost to City Utilities. The decision of the authorized representative or representatives of City Utilities as to acceptance of any completed work shall be final.
6. Upon acceptance of the Construction Project after final inspection, ownership shall be transferred to City Utilities. It shall be Developers responsibility to convey all right, title and interest of the Construction Project to the Board of Public Utilities of the City of Springfield, Missouri, free of lien or any other encumbrance. At its own expense, Developer shall also deliver to the Board of Public Utilities of the City of Springfield, Missouri, all easements that are necessary or convenient to utilize the project, in the sole opinion of City Utilities. Such easements shall be in the form specified by City Utilities. If City Utilities acquires any such easements directly, then the Developer shall reimburse City Utilities for all such costs.
7. The Developer shall be and operate as an independent contractor and not as an agent of the City of Springfield, Missouri, or City Utilities of Springfield, Missouri; and, neither this Contract nor anything done or permitted to be done either by Developer or by City Utilities, its agents, employees or representatives, shall constitute or create, or shall be construed as constituting or creating a relationship either of principal and agent or of master and servant between the City of Springfield, its Board of Public Utilities, or City Utilities of Springfield, Missouri, on the one hand, and the Developer, his, her, their and/or its agents, employees or representatives, shall be construed as having imposed upon, or constitutes an assumption by, the City of Springfield, Missouri, its Board of Public Utilities or City Utilities of Springfield, Missouri, any liability, obligation, or duty with

## DEVELOPER INSTALLED MAIN EXTENSION CONTRACT

Item 4.

respect to the Developer's work, or with respect to examination, inspection, testing or completion thereof.

8. Developer warrants that the work will be free of all defects and shall conform to the Drawings and Construction Specifications for a period of one year from the date of acceptance of the Construction Project after final inspection ("Warranty Period"). If City Utilities discovers any defective or nonconforming work during the Warranty Period, the City Utilities may repair or replace the defective or nonconforming work and recover the cost thereof from the developer.
9. The Developer shall keep an accurate record of all items of cost and expense incurred in performing and completing the Construction Project. Upon request, Developer shall furnish an Affidavit in form acceptance to City Utilities as to the accuracy and completeness of such cost and expense records and if desired, make such records available to City Utilities for inspection and audit.
10. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.
11. Any and all customers connected shall at all times be subject to the resolutions, rules and regulations of City Utilities in effect at the time and as same may be amended and nothing in the Contract shall in any way affect City Utilities' right to change its resolution rules and regulations and the terms and conditions under which it supplies or will furnish service, and the rates charged. Service shall at all times be subject to availability.
12. The terms and conditions contained in the Extension Policy adopted by the Board of Public Utilities of Springfield, Missouri and in effect on the date of this contract are incorporated herein by reference. This contract contains the entire agreement between the parties with respect to the subject matter hereof, and may not be altered, modified or changed except in writing, signed by all of the Parties hereto. The benefits of this Contract shall insure to, and the obligations hereof shall be binding upon, the heirs, executors, administrators, successors and assignees of the representative Parties hereto.

DEVELOPER INSTALLED MAIN EXTENSION CONTRACT

EXHIBIT C. DESIGNATION OF CONTRACTORS

Contract: 210402

Description: 6571 W US HIGHWAY 60

Developer will utilize only the following Contractor (s) for the indicated categories of work:

ELECTRIC

Company Name AC Electrical systems

Address 636 N Miller Springfield MO 65802

Phone 417-831-0048

Signature of Contractor Matt Burks

Printed Name Matt Burks

A current copy of the Contractor(s) Certificate of Insurance is on File at City Utilities X

By signature above the above named Contractor(s) agrees they have been provided a copy of the detailed plans and specifications as called for in this contract. Contractor has been made fully aware of their responsibilities to install said facilities per the plans and specifications and per all applicable local, state and federal requirements. Contractor has also been made fully aware of the hazards and liabilities, present and future, of installing electric, natural gas and / or water facilities. Contractor agrees to indemnify, defend and hold harmless the other party, its officers, directors, agents, and employees, from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of this Agreement caused by its negligent or wrongful acts or omissions. In cases of concurring fault, each party shall bear its share of the loss. This indemnification agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

City Utilities Approval by:

Josh Casey, Specialist - Developer Services
City Utilities of Springfield, Missouri



**CITY UTILITIES OVERHEAD DISTRIBUTION CONSTRUCTION**  
 501 ~ 79467/891996 ~ OHC ~ 107000/108010

NOTE: USE JUMPER TO RECONNECT PRIMARY.  
 NOTE TO GIS: DELETE OPEN POINT.

- 1 INSTALL: 1 EACH K-30  
 NOTE: TAG POLE AS CO16082-50K.
- 2 REMOVE: 1 EACH WP35-5
- 3 REMOVE: 1 EACH WP35-5  
 1 EACH AS  
 1 EACH CO-1-1
- 4 REMOVE: 1 EACH WP35-5  
 1 EACH AS  
 1 EACH CO-1-1
- 5 REMOVE: 1 EACH WP35-5  
 1 EACH AS  
 1 EACH CO-1-1
- 6 REMOVE: 1 EACH WP35-5  
 1 EACH AS  
 1 EACH CO-1-1
- 7 REMOVE: 1 EACH WP35-5  
 1 EACH AS  
 1 EACH CO-1-1
- 8 REMOVE: 1 EACH WP35-5  
 1 EACH AS  
 1 EACH CO-1-1
- 9 REMOVE: 1 EACH WP35-5  
 1 EACH AS  
 1 EACH CO-1-1
- 10 REMOVE: 1 EACH WP35-5  
 1 EACH AS  
 1 EACH CO-1-1

NOTE: REMOVE POLE TAG CO03102-50K.  
 CUT ANCHOR BELOW GRADE.

- 1 INSTALL: 1 EACH CWF-PO  
 REMOVE: 1 EACH AI  
 CU CREW TO REMOVE AT RT POLE.
- 2 INSTALL: 1 EACH CWF-PO  
 REMOVE: 1 EACH AS  
 1 EACH DG-L1  
 1 EACH TR2B-35  
 1 EACH ANC-1
- 3 INSTALL: 1 EACH CWF-PO  
 REMOVE: 1 EACH AS  
 1 EACH DG-L1  
 1 EACH TR2B-35  
 1 EACH ANC-1
- 4 INSTALL: 1 EACH CWF-PO  
 REMOVE: 1 EACH AS  
 1 EACH DG-L1  
 1 EACH TR2B-35  
 1 EACH ANC-1
- 5 INSTALL: 1 EACH CWF-PO  
 REMOVE: 1 EACH AS  
 1 EACH DG-L1  
 1 EACH TR2B-35  
 1 EACH ANC-1
- 6 INSTALL: 1 EACH CWF-PO  
 REMOVE: 1 EACH AS  
 1 EACH DG-L1  
 1 EACH TR2B-35  
 1 EACH ANC-1
- 7 INSTALL: 1 EACH CWF-PO  
 REMOVE: 1 EACH AS  
 1 EACH DG-L1  
 1 EACH TR2B-35  
 1 EACH ANC-1
- 8 INSTALL: 1 EACH CWF-PO  
 REMOVE: 1 EACH AS  
 1 EACH DG-L1  
 1 EACH TR2B-35  
 1 EACH ANC-1
- 9 INSTALL: 1 EACH CWF-PO  
 REMOVE: 1 EACH AS  
 1 EACH DG-L1  
 1 EACH TR2B-35  
 1 EACH ANC-1
- 10 INSTALL: 1 EACH CWF-PO  
 REMOVE: 1 EACH AS  
 1 EACH DG-L1  
 1 EACH TR2B-35  
 1 EACH ANC-1

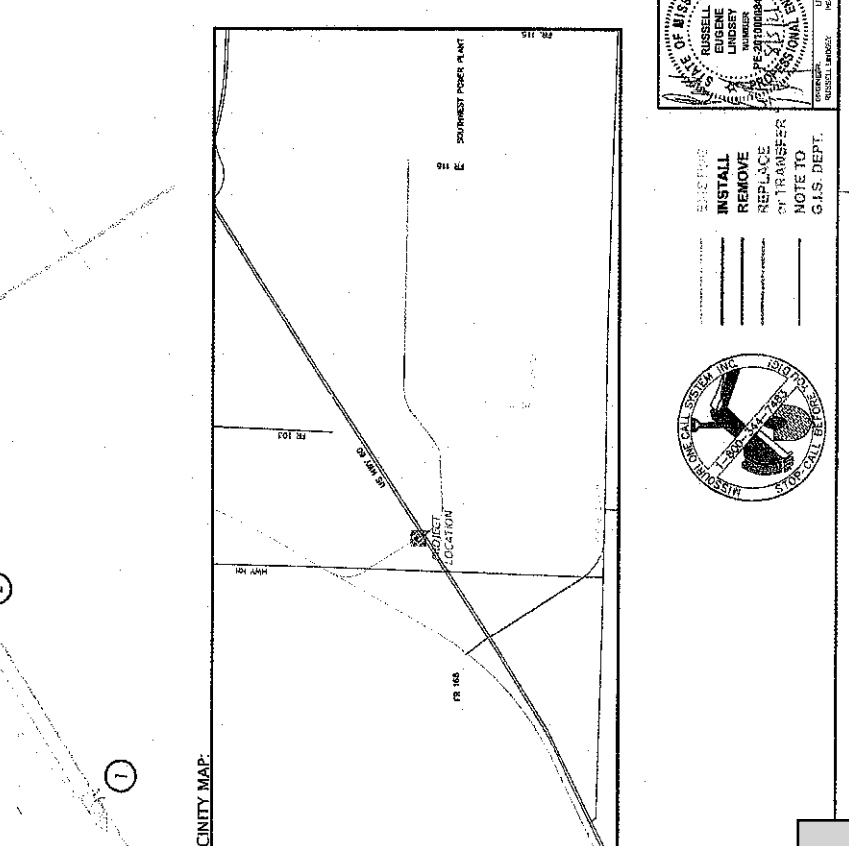
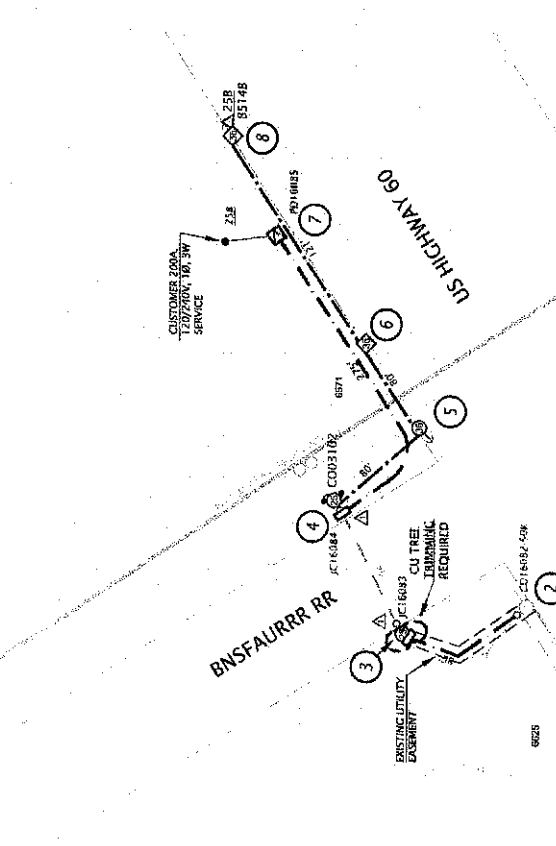
NOTE: CU CREW TO REMOVE AT RT POLE.  
 CUT ANCHOR BELOW GRADE.

**CITY UTILITIES UNDERGROUND DISTRIBUTION CONSTRUCTION**  
 501 ~ 79467/891919 ~ UGD ~ 107000/108010

- 1 INSTALL: 1 EACH K1-2  
 2 EACH LB-2  
 1 EACH FT-1  
 2 EACH E-2  
 1 EACH PR-2  
 1 EACH PR-2CP
- 2 REMOVE: 1 EACH K1-2  
 2 EACH LB-2  
 1 EACH FT-1  
 2 EACH E-2  
 1 EACH PR-2  
 1 EACH PR-2CP
- 3 REMOVE: 1 EACH K1-2  
 2 EACH LB-2  
 1 EACH FT-1  
 2 EACH E-2  
 1 EACH PR-2  
 1 EACH PR-2CP
- 4 REMOVE: 1 EACH K1-2  
 2 EACH LB-2  
 1 EACH FT-1  
 2 EACH E-2  
 1 EACH PR-2  
 1 EACH PR-2CP
- 5 REMOVE: 1 EACH K1-2  
 2 EACH LB-2  
 1 EACH FT-1  
 2 EACH E-2  
 1 EACH PR-2  
 1 EACH PR-2CP
- 6 REMOVE: 1 EACH K1-2  
 2 EACH LB-2  
 1 EACH FT-1  
 2 EACH E-2  
 1 EACH PR-2  
 1 EACH PR-2CP
- 7 REMOVE: 1 EACH K1-2  
 2 EACH LB-2  
 1 EACH FT-1  
 2 EACH E-2  
 1 EACH PR-2  
 1 EACH PR-2CP
- 8 REMOVE: 1 EACH K1-2  
 2 EACH LB-2  
 1 EACH FT-1  
 2 EACH E-2  
 1 EACH PR-2  
 1 EACH PR-2CP
- 9 REMOVE: 1 EACH K1-2  
 2 EACH LB-2  
 1 EACH FT-1  
 2 EACH E-2  
 1 EACH PR-2  
 1 EACH PR-2CP
- 10 REMOVE: 1 EACH K1-2  
 2 EACH LB-2  
 1 EACH FT-1  
 2 EACH E-2  
 1 EACH PR-2  
 1 EACH PR-2CP

NOTE: TAG JUNCTION CABINET AS X16083.  
 TAG TRANSFORMER AS P016085.

- 2-3 INSTALL: 1 EACH UTRF-25  
 61 FEET UF-2/JOT  
 TAG TRANSFORMER AS P016085.
- 4-7 INSTALL: 86 FEET UF-2  
 275 FEET UF-2



**GENERAL NOTES:**  
 1 CITY UTILITIES CONTRACTS:  
 \*\* ELECTRIC CONDUIT INSPECTOR: 417-450-7347 \*\*  
 \*\* CONTACT 24 HOURS PRIOR TO INSPECTIONS AND RECEIVING C.U. MATERIAL \*\*  
 ENGINEERS: AUSTIN ATKINS (ELECTRICAL ENGINEERING CO-OP, ELECTRIC LINE) 417-974-8226  
 POLE SUPPORT: ROAD BOLT/ER 417-451-8613 (48 HOURS NOTICE)  
 2 ALL CONTRACTOR WORK SHALL BE DONE IN COMPLIANCE WITH CU SPECIFICATIONS. THE  
 CU ELECTRIC DISTRIBUTION CONSTRUCTION STANDARDS AND HOW TO VERIFY CAN  
 BE FOUND AT: [https://www.cityutilities.net/business/construct/08\\_SCAN\\_QR\\_CODE](https://www.cityutilities.net/business/construct/08_SCAN_QR_CODE)  
 3 C.U. ELECTRIC SYMBOLS LEGEND CAN BE FOUND IN 'GENERAL SPECIFICATIONS' SECTION OF C.U.  
 ELECTRIC DISTRIBUTION CONSTRUCTION STANDARDS.  
 4 C.U. WILL FURNISH JUNCTION CABINETS, TRANSFORMER PAD, E-LOCS, AGE TO PVC ADAPTERS, AND  
 BELLENS FOR CONTRACTOR INSTALLATION. CONTRACTOR SHALL LOAD & TRANSPORT CITY  
 UTILITIES MATERIAL STOREROOM AT 742 N. BELCREST TO JOB SITE. FURNISHED MATERIAL FROM  
 MATERIAL YARD IS TYPICALLY OPEN BETWEEN THE HOURS OF 9 AM AND 3 PM. CONTRACTOR SHALL  
 FURNISH TRENCH BACKFILL MATERIAL. CONTRACTOR TO REFERENCE SIX DIGIT PROJECT NUMBERS  
 "CONDUIT BY OTHERS" IN TITLE BLOCK AT PICKUP.  
 5 CONTRACTOR SHALL TRENCH AS INDICATED IN NOTES, AND/OR BONE STREETS, DRIVEWAYS,  
 PARKING LOTS, ETC. AS NEEDED.  
 6 CONTRACTOR SHALL PRIME ALL PVC-PVC CONNECTIONS PRIOR TO CEMENTING.  
 7 CONTRACTOR SHALL INSTALL A PULL STRING IN ALL CONDUITS TO ENSURE THE INTEGRITY OF THE  
 CONDUIT SYSTEM.  
 8 IF C.U. ENCOUNTERS PROBLEMS WITH THESE FACILITIES DURING THE INITIAL INSTALLATION OF  
 CABLES, ELBOWS, ETC., CONTRACTORS SHALL REPAIR/REPLACE CONDUIT SYSTEM, TRANSFORMER,  
 PAD, JUNCTION BOX, ETC. PER C.U. REQUIREMENTS  
 9 CONTRACTOR SHALL CONTACT C.U. PRIOR TO BACKFILLING TRENCH. CONTRACTOR MAY BE  
 REQUIRED TO EXPOSE CONDUIT INFRASTRUCTURE TO VERIFY SEE, DEPTH, ETC. IF TRENCH IS  
 BACKFILLED PRIOR TO INSPECTION.  
 10 HIGH DENSITY POLYETHYLENE CONDUIT (HDPE) SDR-31 AND FITTINGS MAY BE SUBSTITUTED FOR  
 CONDUIT SPECIFIED IN NOTES (EXCLUDING RISERS). CONTRACTOR SHALL FURNISH ALL  
 POLYETHYLENE CONDUIT MATERIAL AND C.U.-APPROVED FITTINGS. PIPES SHALL BE BLACK PIPE WITH  
 RED STRIPE.  
**CONTRACTOR UNDERGROUND DISTRIBUTION CONSTRUCTION**  
 2 E27 ~ 794723 ~ UGD ~ 107000  
 2 INSTALL: 1 EACH PK-2CP  
 3 INSTALL: 1 EACH JCI-2C  
 1 EACH GZ24-90V  
 NOTE: INTERCEPT EXISTING CONDUIT.  
 4 INSTALL: 1 EACH JCI-2C  
 2 EACH GZ24-90V  
 NOTE: INTERCEPT EXISTING CONDUIT.  
 7 INSTALL: 1 EACH PD-TIP-P  
 1 EACH GZ35-90V  
 NOTE: FURN/INSTALL SERVICE AS NEEDED.  
 2-3 INSTALL: 86 FEET PVC-2  
 86 FEET UF-2/36  
 4-7 INSTALL: 275 FEET PVC-2  
 275 FEET UF-2/36



**ELECTRIC LINE CONSTRUCTION**  
 WORK TYPE: TRANSMISSION, DISTRIBUTION, LIGHTING, OTHER  
 PROJECT: 6571 W US HWY 60 LINE EXTENSION

ELECTRIC LINE CONSTRUCTION		PROJECT NUMBERS	
WORK TYPE	OH	US	PROJ
TRANSMISSION			
DISTRIBUTION			
LIGHTING			
OTHER			

**City Utilities**  
 Connecting Our Community

6571 W US HWY 60  
 LINE EXTENSION

APPROVED BY: [Signature]  
 DATE: 1/23/2021

SCALE: 1" = 60'  
 SHEET: 8-5  
 DRAWING NO.: 210402  
 PROJECT NO.: 534712



## AGENDA ITEM ANALYSIS

Project/Issue Name: 21-60 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Execute a Cost Apportionment Agreement with the Missouri Highway and Transportation Commission for the Maintenance of Painting on Signals at State Highway 174 and US Highway 60.

Submitted By: Andrew Nelson, BUILDS Administrator

Date: September 7, 2021

### Issue Statement

A maintenance agreement for powder coating and sidewalk near Highway 174/60.

### Discussion and/or Analysis

The City requested, via cost share application, for the signal poles to be powder coated black, plus additional sidewalks to be constructed at Highway 174/60. With that agreement approved by Council, the City agreed to a maintenance agreement. Should the signal poles be hit in an accident, this agreement states the City would have to pay for the powder coating on any new poles and/or pay to re-coat the poles as necessary. The standard poles installed by MODOT are galvanized.

### Recommended Action

Staff recommends approval.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A COST APPORTIONMENT AGREEMENT WITH THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION FOR THE MAINTENANCE OF PAINTING ON SIGNALS AT STATE HIGHWAY 174 AND US HIGHWAY 60.**

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

**WHEREAS**, the Missouri Highways and Transportation Commission has presented a Costs Apportionment Agreement setting forth the terms and conditions for the participation of each entity; and

**WHEREAS**, the Agreement is deemed acceptable by the City Council.

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

Section 1. That City Administrator David Cameron is hereby authorized to execute on behalf of the City of Republic, Missouri, a Cost Apportionment Agreement, said Agreement to be substantially in the form and content as that document attached hereto and incorporated herein.

Section 2. That this ordinance shall be in full force and effect from and after the date of passage.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Republic, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Matt Russell, Mayor

Attest:

\_\_\_\_\_  
Laura Burbridge, City Clerk

DocuSigned by:  
*Damon Phillips* 9/3/2021  
11F90D87116B4F4...

Approved as to Form: \_\_\_\_\_, City Attorney

Final Passage and Vote: \_\_\_\_\_



CCO Form: TR35  
 Approved: 05/00 (BDG)  
 Revised: 03/20 (GH)  
 Modified: 08/21 (BDG)

MoDOT District: Southwest  
 Commission Agreement No.: 2021-07-64263

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
 PAINTING/WRAPPING OF TRAFFIC SIGNAL AND LIGHTING FACILITIES AGREEMENT**

This Agreement is made and entered into by and between the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and the City of Republic (hereinafter, "City"), whose address is 204 North Main Avenue, Republic, MO 65738.

WITNESSETH:

WHEREAS, the Commission owns and operates, as part of the State Highway System, Route 60/413 and Route 174 located within the City limits of Republic in Greene County; and

WHEREAS, the Commission and the City previously entered into Municipal and Cost Apportionment Agreement #2020-01-54951, as to public improvements designated as MoDOT Job No. J8S3159B, for the construction of roadway and pedestrian improvements on Route 60/413 and Route 174; and

WHEREAS, the City has requested to have the traffic signal and lighting equipment and pedestrian equipment painted/wrapped at the intersection of Route 60/413 and Route 174 in said county.

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

(1) PROPOSAL: The City proposes, and the Commission will allow the painting/wrapping of traffic signal and lighting facilities and pedestrian equipment, at the location(s) specified below.

(2) LOCATION: The general location of the traffic signal and lighting facilities and pedestrian equipment to be painted/wrapped pursuant to this Agreement are at the intersection of Route 60/413 and Route 174 as shown on the attached sketch marked "Exhibit A" and made a part of this Agreement.

(3) COSTS: All costs associated with the painting/wrapping of traffic signal and lighting facilities, and their removal in the event of cancellation, will be borne entirely by the City, with no cost incurred by the Commission. Initial Installation cost are detailed in the Commission Agreement #2020-01-54951.

(4) TRAFFIC CONTROL: All work zone signs and traffic control devices to be used shall be in accordance with the latest revision of the Manual on Uniform Traffic Control Devices for Streets and Highways or as directed by the District Engineer or his authorized

representative.

(5) PAIN/WRAP SPECIFICATIONS:

(A) The paint/wrap specifications for the initial installation are covered in the Job Special Provisions for MoDOT Job No. J8S3159B. If a design is desired, the image of the approved design shall be attached hereto as Exhibit A or attached to the permit issued by the Commission under paragraph (10) below.

(B) The painting/wrapping of the traffic signal and lighting facilities and pedestrian equipment shall not interfere with the operations of the door, handle, hinges, seams, vents, knobs or locking mechanism when present.

(C) The painting/wrapping of signal heads is not authorized by this Agreement.

(6) INSPECTION: Inspection of the initial installation was performed on MoDOT Job No. J8S3159B.

(7) INDEMNIFICATION:

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

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

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

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

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

(8) COMMISSION RIGHT-OF-WAY: All painted/wrapped traffic signal and lighting facilities within the state-owned Right-of-Way shall remain the Commission's property, and all future alterations, modifications, or maintenance thereof, excluding the paint/wrap system, will be the responsibility of the Commission.

(9) MAINTENANCE:

(A) The City shall provide proper maintenance of the paint/wrap coating at its cost for continuation of appearance of the unique color including the painting/wrapping of any replacement equipment installed or replaced by the Commission. The method of maintenance shall be mutually agreeable between the City and the Commission's District Engineer. Should the City elect to not maintain the paint/wrap on the traffic signal and lighting facilities, the Commission may terminate this Agreement and the Commission's District Engineer shall have full discretion on future appearance to any of the painted/wrapped traffic signals and lighting facilities and pedestrian equipment painted/wrapped pursuant to this Agreement.

(B) All future alterations, modifications, replacement, or maintenance, other than aesthetic painting/wrapping traffic signals, lighting, and pedestrian equipment, will be the responsibility of the Commission. The Commission will only be responsible to replace or repair painted/wrapped signal and lighting equipment and pedestrian equipment with basic MoDOT standard equipment (non-aesthetic/not black powder coated) in accordance with Missouri Standard Specifications for Highway Construction. The City shall be responsible for all repainting/rewrapping costs of any altered or replaced signal, lighting, and pedestrian equipment within the locations designated above.

(C) The Commission will pay the cost of electrical current for the operation of the signals and lighting and pedestrian equipment at these same locations.

(10) PERMITS: Initial painting/wrapping of signal and lighting and pedestrian equipment was performed on MoDOT Job No. J8S3159B. Before beginning any maintenance or repair work on the painted/wrapped signal and lighting equipment, the City shall secure from the Commission's District Engineer a permit for the proposed improvement. The City may provide written authority to the Commission's District Engineer enabling its contractor to obtain the permit as an agent for the City. Future painting/wrapping shall be covered by a separate permit.

(11) BOND: The City shall secure sufficient bond, as determined by the Commission's District Engineer or his authorized representative, for the work to be done pursuant to this Agreement within Commission right-of-way.

(12) HIGHWAY SPECIFICATIONS: All repair work done pursuant to this Agreement shall be in accordance with applicable portions of the latest editions of the Missouri Highways and Transportation Commission's Standard Specifications for Highway Construction and the Standard Plans for Highway Construction. The City shall provide a copy of its contractor's certification of material used.

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

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

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

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

(17) MISSOURI NONDISCRIMINATION CLAUSE: The City shall also comply with all state and federal statutes applicable to City relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, et seq.); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, et seq.).

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

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

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

(21) SEVERABILITY: If any clause or provision of this Agreement is found to be void or unenforceable by a court or agency of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

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

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

Executed by the City on \_\_\_\_\_.

Executed by the Commission on \_\_\_\_\_

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF REPUBLIC

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_

Secretary to the Commission

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_  
Title \_\_\_\_\_



**J8S3159B**

Item 5.

**MODOT R/W**

**ROUTE 174**

**AESTHETIC SIGNAL & LIGHTING ELEMENTS**

**ROUTE 60**

**MODOT R/W**

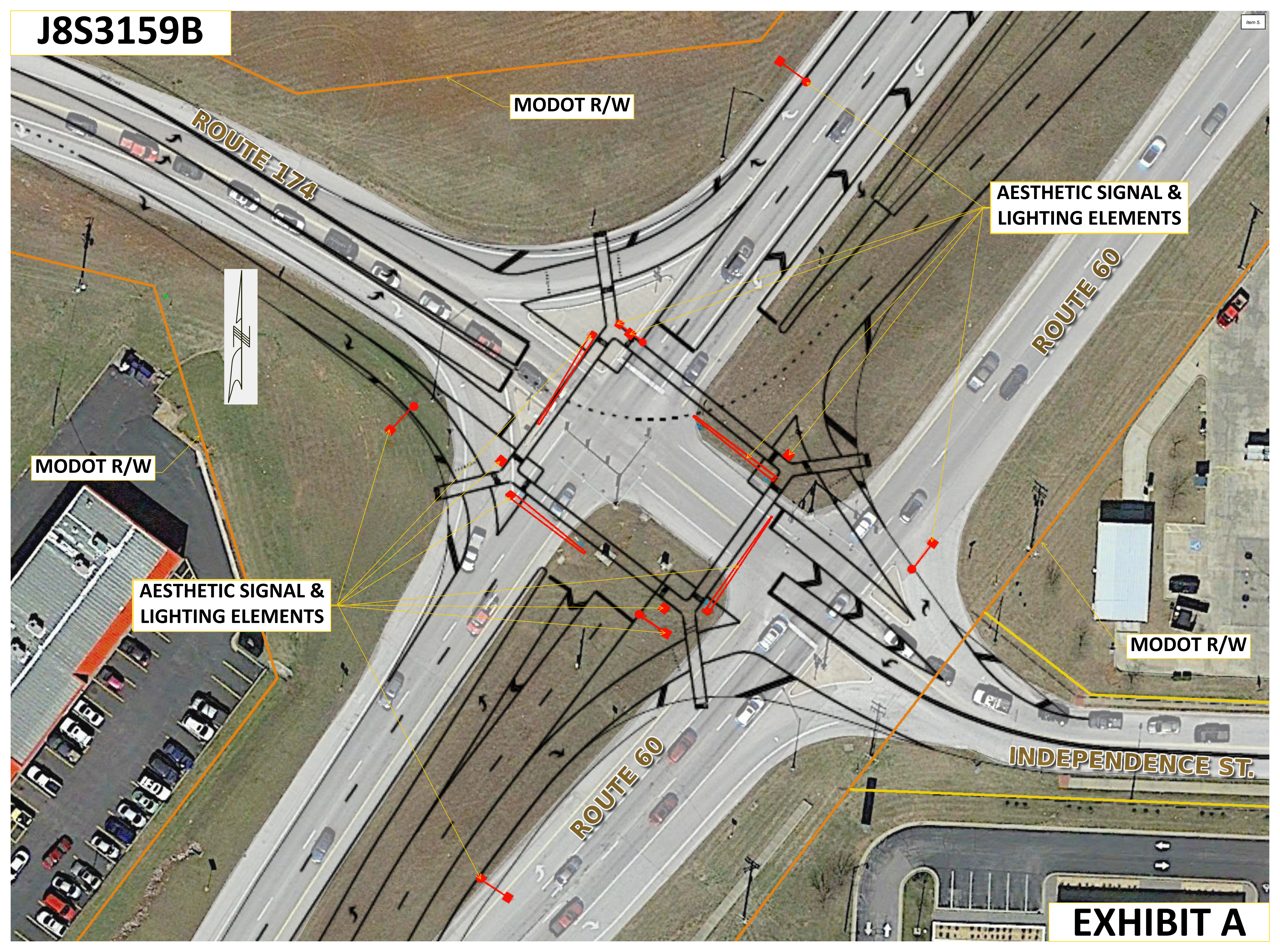
**AESTHETIC SIGNAL & LIGHTING ELEMENTS**

**MODOT R/W**

**INDEPENDENCE ST.**

**ROUTE 60**

**EXHIBIT A**







## AGENDA ITEM ANALYSIS

Project/Issue Name: 21-61 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the Execution of an Intergovernmental Cooperative Agreement with Greene County for Road Striping Services.

Submitted By: Andrew Nelson, BUILDS Administrator

Date: September 7, 2021

### Issue Statement

The BUILDS Department wishes to enter into an Intergovernmental Agreement with Greene County for roadway striping throughout the City.

### Discussion and/or Analysis

This agreement would include approximately 15.22 miles of striping. Locations were determined based on conditions of the existing striping and priority given to routes with higher traffic volumes. The estimated cost for this project is \$90,000 with a not to exceed of \$100,000, the City will pay actual costs incurred for the time and materials used.

### Recommended Action

Staff recommends approval.



**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT WITH GREENE COUNTY FOR ROAD STRIPING SERVICES**

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

**WHEREAS**, Section 70.220 RSMo., authorizes governments to cooperate with one another in various matters; and

**WHEREAS**, Greene County has presented an Intergovernmental Cooperative Agreement setting forth the terms and conditions for providing street striping; and

**WHEREAS**, upon execution of this Intergovernmental Cooperative Agreement, it will be forwarded to the Greene County Commission for their approval; and

**WHEREAS**, the City Council finds that this Intergovernmental Cooperative Agreement is in the best interest of the City as it will not only benefit the community through the improvement in the network of roads in the City but will also improve public safety.

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

Section 1. That Mayor Matt Russell is hereby authorized to execute on behalf of the City of Republic, Missouri, an Intergovernmental Cooperative Agreement with Greene County, said Agreement estimated to cost approximately \$90,000 with a not to exceed amount of \$100,000.

Section 2. That this Ordinance shall be in full force and effect from and after the date of passage.

**PA SSED AND APPROVED at** a regular mee ting of the City Council of the City of Republic, Missouri, this \_\_\_\_ day of September 2021.

\_\_\_\_\_  
Matt Russell, Mayor

ATTEST:

\_\_\_\_\_  
Laura Burbridge, City Clerk

DocuSigned by:  
*Damon Phillips* 9/3/2021  
11F90D87116B4F4...

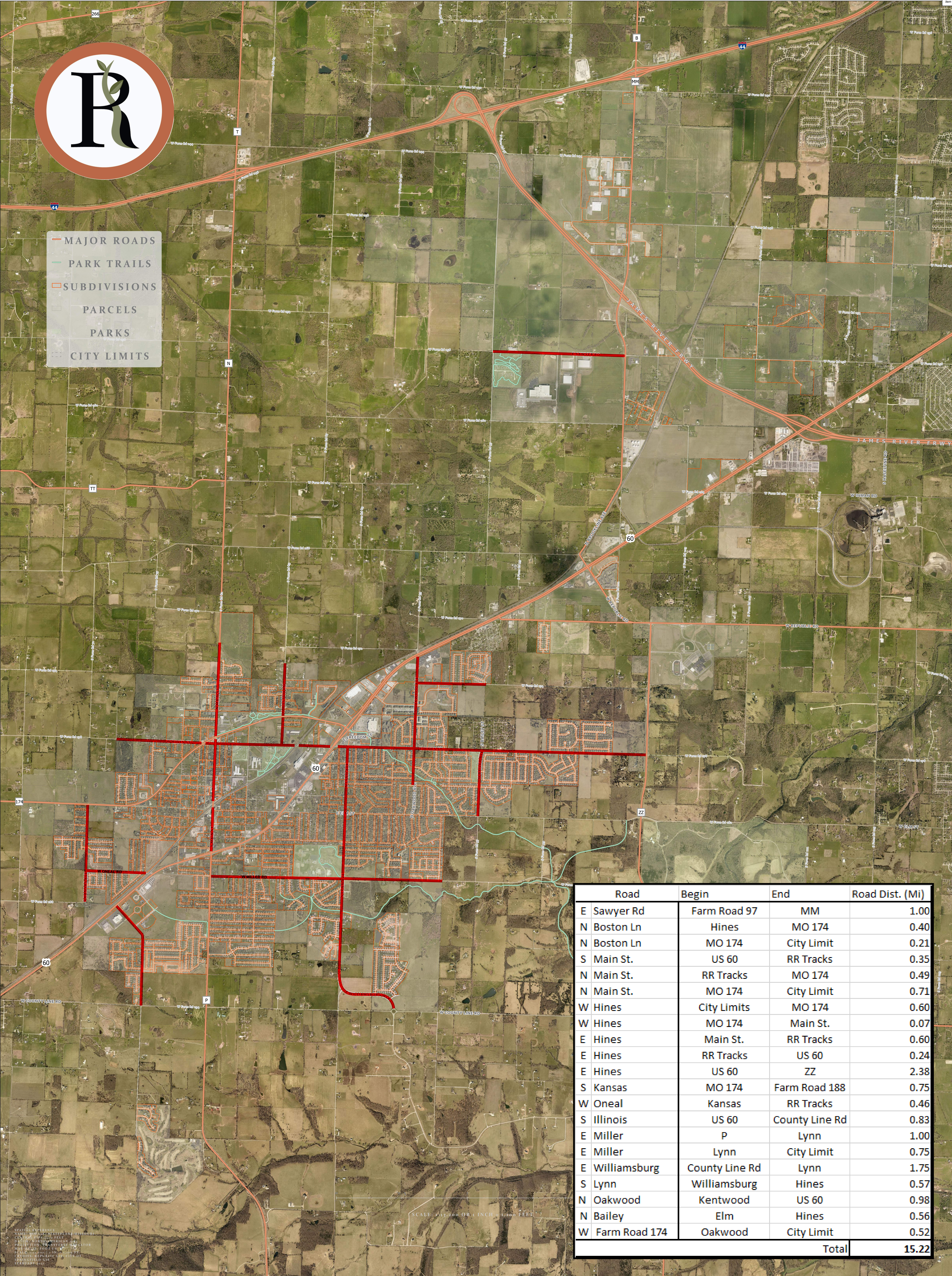
Approved as to Form: \_\_\_\_\_, Damon Phillips, City Attorney

Final Passage and Vote: \_\_\_\_\_





- MAJOR ROADS
- PARK TRAILS
- SUBDIVISIONS
- PARCELS
- PARKS
- CITY LIMITS



Road	Begin	End	Road Dist. (Mi)
E Sawyer Rd	Farm Road 97	MM	1.00
N Boston Ln	Hines	MO 174	0.40
N Boston Ln	MO 174	City Limit	0.21
S Main St.	US 60	RR Tracks	0.35
N Main St.	RR Tracks	MO 174	0.49
N Main St.	MO 174	City Limit	0.71
W Hines	City Limits	MO 174	0.60
W Hines	MO 174	Main St.	0.07
E Hines	Main St.	RR Tracks	0.60
E Hines	RR Tracks	US 60	0.24
E Hines	US 60	ZZ	2.38
S Kansas	MO 174	Farm Road 188	0.75
W Oneal	Kansas	RR Tracks	0.46
S Illinois	US 60	County Line Rd	0.83
E Miller	P	Lynn	1.00
E Miller	Lynn	City Limit	0.75
E Williamsburg	County Line Rd	Lynn	1.75
S Lynn	Williamsburg	Hines	0.57
N Oakwood	Kentwood	US 60	0.98
N Bailey	Elm	Hines	0.56
W Farm Road 174	Oakwood	City Limit	0.52
<b>Total</b>			<b>15.22</b>

SCALE: 1/4" = 200' OR 1" = 1,000 FEET

STATE OF MISSOURI  
 DEPARTMENT OF TRANSPORTATION  
 MISSOURI HIGHWAY DEPARTMENT  
 DIVISION OF HIGHWAY DESIGN  
 2024 FEBRUARY 14





## AGENDA ITEM ANALYSIS

Project/Issue Name: 21-R-38 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into an Agreement with Anderson Engineering for Intersection Improvements at Hines Street and Lynn Avenue.

Submitted By: Andrew Nelson, BUILDS Administrator

Date: September 7, 2021

### Issue Statement

To enter into an agreement with Anderson Engineering to complete the final design, administration, consultation, inspection, surveying, materials testing and other services related to intersection improvements at Hines Street and Lynn Avenue in the City of Republic, Missouri.

### Discussion and/or Analysis

The City of Republic requested Qualifications for the design, engineering, and architectural services relating to intersection improvements at Hines Street and Lynn Avenue.

Proposed services are limited to the design of intersection improvements generally consisting of a roundabout (approximately 90' in diameter with no signals) and the modification of existing pavement and water/storm/sewer facilities in the vicinity to accommodate the proposed improvements as well as other related work. Additional land and easements may be required and assistance may be provided with related legal descriptions and surveys.

Payment to Anderson Engineering is estimated at \$181,000.

### Recommended Action

Staff recommends approval.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH ANDERSON ENGINEERING FOR INTERSECTION IMPROVEMENTS AT HINES STREET AND LYNN AVENUE.**

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

*WHEREAS*, citizens of the City voted to approve a Capital Improvement Sales Tax on August 8, 2017; and

*WHEREAS*, the City proposed multiple infrastructure improvements as part of the Capital Improvement Sales Tax; and

*WHEREAS*, Hines Street and Lynn Avenue has been identified by citizens and staff as a high need for improvements due to traffic count and vehicle accidents; and

*WHEREAS*, The City of Republic requested qualifications from engineering firms for the design, engineering, and architectural services, with Anderson Engineering being selected as the awarded firm.

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

Section 1. That the City Administrator is authorized execute a contract with Anderson Engineering with an estimated cost of \$181,000.

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

***PASSED AND APPROVED*** at a regular meeting of the City Council of the City of Republic, Missouri, this 7<sup>th</sup> day of September 2021.

\_\_\_\_\_  
Matt Russell, Mayor

Attest:

\_\_\_\_\_  
Laura Burbridge, City Clerk

DocuSigned by:  
*Damon Phillips*  
11F90D87116B4E4...

9/2/2021

Approved as to Form: \_\_\_\_\_, City Attorney

Final Passage and Vote: \_\_\_\_\_

**AGREEMENT BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES  
HINES & LYNN INTERSECTION IMPROVEMENTS PROJECT**

*This AGREEMENT*, dated \_\_\_\_\_, 2021, is between **Anderson Engineering, Inc.**, hereafter referred to as Engineer, and the **City of Republic**, Missouri, hereafter referred to as the City.

Whereas the City desires to appoint an Engineer to furnish Engineering Services for design, administration, consultation, inspection, surveying, materials testing and other services related to Intersection Improvements at Hines & Lynn in the City in Greene County, Missouri;

Whereas the City has previously solicited qualifications from engineers and the City has favorably considered the qualifications of the Engineer;


Whereas the Engineer hereby submits a proposal for the aforesaid Engineering work and attached hereto as "Exhibit A", which the terms and conditions of which proposal, including fees, are satisfactory to the City;

Now, therefore, this Agreement witnesseth that for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that the Engineer shall furnish Engineering and Related Services and the City shall make payment for same in accordance with the terms and conditions set forth in said proposal and marked "Exhibit A" which said proposal is attached hereto and is hereby made a part hereof. The scope of work is limited to that specifically indicated in said " Exhibit A".

**CITY OF REPUBLIC, MISSOURI**

**ANDERSON ENGINEERING, INC.**

\_\_\_\_\_  
David Cameron, City Administrator

  
Andrew T. Novinger, Vice President

## EXHIBIT 'A'

### AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

July 22, 2021

Anderson Engineering, Inc. (Engineer) hereby proposes to provide Engineering Services to the City of Republic, Missouri (City), specific to the City's Intersection Improvements Project at and in the vicinity of Hines and Lynn Streets in the City of Republic, Greene County, Missouri as described herein:

Project services provided by the Engineer may consist of, as a general description but are not limited to, engineering consultation, planning, surveying, easement preparation, materials testing, observation, reports, MDNR application preparation, bidding assistance, construction administration, geotechnical assistance and other services related to the design and administration of construction of intersection improvements. The project and proposed services are further described as follows:

#### A. PROJECT SCOPE:

Proposed services as described herein are explicitly limited to the design of intersection improvements generally consisting of a roundabout (approximately 90' diameter with no signals) and the modification of existing pavement and water/storm/sewer facilities in the vicinity to accommodate the proposed improvements as well as other related work. Additional land and easements may be required and assistance may be provided with related legal descriptions and surveys.

#### B. BASIC SERVICES:

Basic Services for the project are generally described as follows.

##### 1. Boundary Surveying and Easement Assistance

- a. Boundary surveying will be provided as needed to generally locate existing right-of-way and for easements adjacent to the existing intersection.
- b. Assistance may be provided with the acquisition of adjacent property if necessary. A title search may be necessary to verify the location of the existing easements and boundaries and any related fees by the title search entity shall be paid directly by the City. Easement legal descriptions may be provided along with draft easement forms. Six temporary easements and four permanent easements are anticipated.

##### 2. Design Phase

The Design Phase will be based on the accepted preliminary layout and will generally include the following services:

- a. Preparation of detailed Construction Plans and Technical Specifications for the construction of improvements will be provided. Construction plans may include general layouts, profiles, site grading, erosion control, details and other related information. MoDOT standard specifications for applicable materials such as pavement will be utilized unless indicated otherwise.
- b. Opinions of cost may be provided for consideration after preliminary design and prior to bidding per the layouts current at those times. Additional opinions may be provided as an additional service.

### 3. Bidding Assistance

Bidding Assistance may generally include the following:

- a. Preparation of Bid and Contract Documents to be used for bidding the proposed work.
- b. Copies of Plans and Bid Documents will be made available for bid solicitation with a fee for said documents to be paid by the requesting bidder to the Engineer. Four copies may be provided to the City at no additional cost. Additional copies may be provided per reimbursable expenses.
- c. Assistance will be provided with preparation of a bid advertisement for the project. The City shall place the advertisement in a paper approved by the funding agencies and pay related advertisement fees.
- d. The Engineer may respond to bidder questions, assist with the bid opening, and provide a general review of bids and tabulation to assist in determination of the apparent low bidder.

### 4. Construction Services

The Construction Phase of the project will be undertaken following the issuance of a notice to proceed and will generally include the following:

- a. Attend preconstruction meeting(s) that may be held as necessary to discuss the project with the selected contractor and City staff to answer questions related to the project and generally discuss the project.
- b. Assistance may be provided with supporting field services and observation of construction on an as needed basis, to coordinate design changes (if required) and to answer questions that may arise. A majority of observation is to be provided by the City and any observation (by City or Engineer) is to be general in nature and may not disclose all construction deficiencies and shall not relieve the Contractor of their responsibility to complete the project per the approved construction documents.
- c. Construction staking of the improvements. The layout of the proposed improvements will be staked (1) one time per contract. Any additional staking or restaking that is required during construction after initial staking is completed may be the duty of the Contractor or requester per Engineer's hourly rates.
- d. Materials testing of pavements, concrete and soils may occur to assess the adequacy of materials. On-site field assistance may be provided.

### 5. Water and Sewer Utility Design Services

Services may be provided related to redesign of existing water and sewer utilities as needed to facilitate proposed project improvements. Design will be based on topographic surveying and info. provided by the City and generally as follows:

- a. Review of information provided by the City related to existing utility locations and characteristics.
- b. Preparation of detailed contract drawings and specifications for the construction of the water and sewer improvements and for submittal to MDNR.
- c. Preparation and submittal of an MDNR application for a construction permit. The application fee shall be paid directly by the City to the MDNR.

Note: It is assumed that work will be by City crews. If bidding and construction management is requested related services may be provided as an additional service or as a separate agreement. Electrical design is not included or believed necessary.



**6. Additional Services**

Additional Services shall be considered any services requested not otherwise explicitly indicated herein. Fees for additional services shall be per the attached hourly rates and/or by the terms otherwise indicated herein. Separate agreement may be provided when requested by the City.

- a. Meeting Representation: Engineer’s staff may attend requested meetings including those with the City, the Board, easement grantors, agencies, and the public when requested or as needed during the project. Materials may be provided per reimbursable rates.
- b. Assistance may be provided with the general review of pay requests, assistance in preparation and review of change orders, and consultation about construction on an as needed basis.
- c. Preparation of Record Documents based on information provided by the Contractor, the City’s representatives and Engineer’s general observation may be provided.
- d. Additional Site Surveys (Boundary) & Easements may be provided if requested. The Engineer may provide additional assistance in preparation of boundary surveys, easement documents and/or deed descriptions to convey the rights required for construction of improvements from their respective owners to the City including preparation of necessary easements, preparation of legal descriptions for warranty deeds, general performance of research, field location and field surveys as required, lot pinning, and survey plat provision when required.
- e. Redesigns/Change Orders: If necessary, the Engineer may provide redesigns or change orders to facilitate changes in scope after initial design.
- f. Other services not indicated specifically herein may be provided as an additional service when requested and reasonably necessary and authorized.

**C. PAYMENTS TO THE ENGINEER**

The City shall pay the Engineer for the services rendered as described previously on the following basis:

<b>1. Boundary Surveying &amp; Easement Assistance</b>	
a. Boundary Surveying	\$ 4,800.00
b. Easement Assistance	\$ 7,000.00
<b>Subtotal</b>	<b>\$ 11,800.00</b>
<b>2. Design Phase Services</b>	<b>\$ 148,862.00</b>
<b>3. Bidding Assistance</b>	<b>\$ 18,000.00</b>
<b>4. Construction Phase</b>	
a. Construction Administration (if requested)	\$ Hourly (NTE \$20,000)
b. General Construction Observation (if requested)	\$ Hourly (NTE \$20,000)
c. Construction Staking	\$ Hourly (NTE \$12,000)
d. Material Testing	\$ Hourly (NTE \$8,700)
<b>5. Water and Sewer Utility Design Services</b>	<b>\$ 14,800.00</b>

**Note:** Preliminary Phase services were included in previous project preliminary services agreement and not included herein. Staking is only for the improvements designed by the Engineer and does not include such items as gas, electric, telephone, cable, or other items.

**GENERAL CONDITIONS:** Please refer to the attached “Exhibit B” - General Conditions and the terms and conditions therein which shall be considered part of this agreement.

**OTHER**

This proposal is valid for acceptance within 60 days from the date on this proposal. This proposal includes providing two sets of signed plans and one set of technical specifications.

This proposal includes one set of reviews with the state governmental agency identified above. If additional reviews are required not as a result of errors by Anderson Engineering, then that additional work will be billed at our standard hourly charge rates in addition to the fees listed above.

**ASSUMPTIONS**

We have also assumed that all right of ways, easements, property ownership issues, and private utilities affecting the project will be provided by you to us. We will make a Utility Locate call to identify public utilities; however, we have assumed that all public utilities will be located accurately by the Utility Locator.

**GENERAL INFORMATION**

Please note that any changes in the scope of work to be performed, or changes in the information provided to us, such as changes in the location of proposed well improvements, which results in additional work will be billed at our standard hourly charge rates in addition to the fees listed above.

There are many additional, related services that we could perform, but since this proposal is limited in nature, this proposal does not include any electric utility extension design, any design service not expressly listed above, and submittal of permits to any other regulatory agencies other than Missouri Department of Natural Resources(MDNR). Anderson Engineering would be happy provide a proposal for these services upon request and address as an additional service.

**NOTICE OF LIMITATIONS:**

Changes in scope or other items that result in redesign may result in additional fees and considered additional services. Site safety, security, location of utilities, and means and methods of construction are the responsibility of the Contractor. The location of utilities is based upon information provided by others and subject to any inaccuracies therein. Modification, relocation or assessment of utilities such as electric or telephone are not included herein. Review times by MDNR or other applicable agencies is subject to those agencies and no guaranty is given as to when approvals may be obtained or the timeline of the submittal and approval process. Full time/resident construction observation is not included and is the responsibility of the Client unless accepted as additional service.

## GENERAL CONDITIONS

**1. PAYMENT TERMS:** A/E will submit invoices to CLIENT monthly and/or upon completion of services. Payment is due upon receipt regardless of whether CLIENT has been, or is to be, reimbursed by any other party. CLIENT agrees to pay a service charge of one and one half percent (1 ½%) per month on accounts 45 days past due. If requested by CLIENT, LIEN WAIVERS WILL BE PROVIDED UPON PAYMENT. All collection costs, including reasonable attorney fees will be assessed to CLIENT which CLIENT agrees to pay.

**2. INSURANCE:** A/E maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. A/E has insurance under public liability and property damage which A/E deems to be adequate. Certificates of insurance evidencing such coverage will be provided, if requested.

**3. STANDARD OF CARE:** The only warranty or guarantee made by A/E in connection with the services performed hereunder, is that A/E will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of the profession currently practicing in the same or similar locality. NO OTHER REPRESENTATION, WARRANTY, OR GUARANTEE EXPRESSED OR IMPLIED IS MADE OR INTENDED BY PROPOSAL, SERVICES PERFORMED OR BY FURNISHING ORAL OR WRITTEN REPORTS.

**4. RIGHT-OF-ENTRY:** CLIENT will furnish right-of-entry on the property for A/E employees, agents, and subcontractors to perform the service and represents that it has obtained the needed permits and licenses for the project. A/E will take reasonable precautions to minimize damage to the property caused by its operations, but have not included in the fee the cost of restoration of damage which may result. If CLIENT desires A/E to restore the property to its former condition, A/E will accomplish this and add the cost to the fee.

**5. ELECTRONIC FILES:** Any changes to the electronic specifications by either the CLIENT or A/E are subject to preview and acceptance by the other party. Additional services by A/E made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by A/E and electronic files, the signed or sealed hard-copy construction documents shall govern.

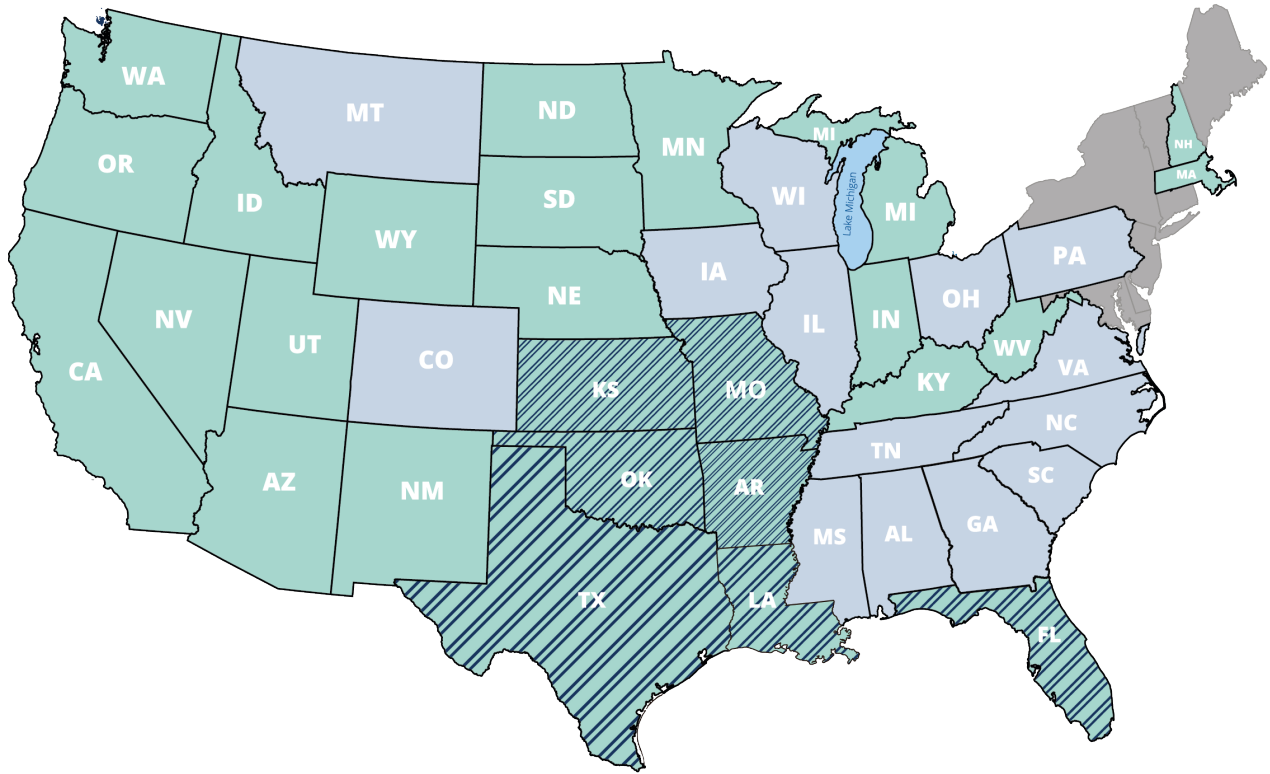
**6. SAFETY:** Should A/E provide any services at the job site during construction, CLIENT AGREES that, in accordance with generally accepted construction practices, the contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and these requirements will apply continuously and not limited to normal working hours.

**7. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE:**

Except for its own subcontractors and employees, Anderson Engineering shall not be responsible for safety precautions, the quality of any contractor's work, acts or omissions of any contractor, subcontractor, supplier, or other person at the project site.

**8. SUSPENSION OF SERVICES/TERMINATION:** Either party may suspend performance immediately upon becoming aware of a breach of the terms of this agreement by the other party and provide notice of its intention to terminate. In the event A/E determines there may be a significant risk that A/E's invoices may not be paid on a timely basis A/E may suspend performance and/or retain any reports or other information until Client provides A/E with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditor or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) calendar days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within that time frame.

**9. GOVERNING LAWS:** This Agreement shall be governed in all respects by the laws of the State of Missouri.



## LICENSED IN

-  Civil Engineering
-  Civil Engineering  
Structural Engineering
-  Civil Engineering  
Land Surveying  
Structural Engineering

### Springfield, MO

Joplin, MO  
Carthage, MO  
Monett, MO

Fort Leonard Wood, MO  
Destin, FL  
Harrisonville, MO

Kansas City, MO  
Rogers, AR  
Columbia, MO



### Civil Engineering

- Site Development
- Wastewater Collection and Treatment
- Water Supply, Distribution and Treatment
- Storm Water Collection Management
- Floodplain Analysis
- Transportation Engineering
- Bridges
- Industrial/Manufacturing Development
- Funding Application Assistance

### Structural Engineering

- Military and Industrial
- Components and Equipment Support
- Aircraft Hangers
- Residential
- Evaluations and Inspections
- Commercial and Public Facilities

### Geotechnical Services

- Explorations, Studies and Surveys
- Foundation Analysis and Design
- In-Situ Testing
- Exploratory Drilling
- Monitoring Wells and Piezometers
- Laboratory Testing and Analysis
- Mining and Sinkhole Investigations

### Construction Materials Testing and Inspection

- AASHTO Certified Materials Testing Labs
- Concrete, Asphalt, Soil, Rock, Aggregate Testing
- Structural Steel and Welds Inspections
- Triaxial and Consolidation, Permeability Testing

### Geographic Information Services

- Interactive Mapping Services
- Spatial Information Analysis
- Detailed Visualizations of Projects

### Commercial Drone Services

- Certified through the Federal Aviation Administration
- Aerial Inspections
- Thermal Imaging
- Construction Site Progress
- Aerial Topography Photography

### Land Surveying

- Boundary Surveys
- Site, Topographic and Utility Surveys
- ALTA/ACSM Title Surveys
- GIS Services/Asset Management Services
- Construction Staking
- Job site Quantity Measurements

### FEE SCHEDULE

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY-FIVE DAYS ARE SUBJECT TO A 1 1/2% MONTHLY SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, MATERIALS, PROCEDURES, PRODUCTS, OR ACTIONS OF OTHERS.

ANDERSON ENGINEERING, INC., BY  EFFECTIVE: 1/1/2021 THRU 12/31/2021  
Jerrod Hogan, PLS, C.E.O.

### BASIC CHARGES

#### PERSONNEL (HOURLY RATES):

PRINCIPAL	\$	262.50
PRINCIPAL ENGINEER	\$	218.50
ENGINEERING MANAGER	\$	196.50
PROJECT MANAGER	\$	177.50
PROJECT ENGINEER	\$	157.50
ASSOCIATE ENGINEER	\$	133.00
DESIGN ENGINEER	\$	106.00
PROJECT DESIGNER	\$	139.50
SENIOR DESIGNER	\$	125.50
DESIGNER III	\$	113.50
DESIGNER II	\$	102.00
DESIGNER	\$	91.50
PROJECT COORDINATOR	\$	101.00
PROJECT COORDINATOR ASSISTANT	\$	65.00
PRINCIPAL SURVEYOR	\$	196.50
SURVEY MANAGER	\$	168.00
PROJECT SURVEYOR	\$	131.50
ASSOCIATE SURVEYOR	\$	110.50
LAB MANAGER	\$	142.00
TECHNICIAN IV - SURVEY/LAB SPECIAL	\$	105.00
TECHNICIAN III - SURVEY/SENIOR LAB	\$	86.00
TECHNICIAN IIS - SURVEY	\$	72.00

TECHNICIAN II - LAB	\$	62.00
TECHNICIAN I - SURVEY/LAB AIDE	\$	51.50
ENVIRONMENTAL SPECIALIST II	\$	131.50
ENVIRONMENTAL SPECIALIST I	\$	105.00
ONE MAN SURVEY CREW	\$	124.50
TWO MAN SURVEY CREW	\$	157.50
THREE MAN SURVEY CREW	\$	210.00
FOUR MAN SURVEY CREW	\$	261.50
GIS DIRECTOR	\$	164.00
GIS MANAGER	\$	136.50
GIS ANALYST	\$	126.00
GIS SPECIALIST	\$	105.00
GIS TECHNICIAN	\$	89.50
IBC FIRESTOP INSPECTOR	\$	105.00
DRILLING COORDINATOR	\$	139.50
PROJECT REPRESENTATIVE III	\$	105.00
PROJECT REPRESENTATIVE II	\$	89.50
PROJECT REPRESENTATIVE I	\$	76.00
STRUCTURAL STEEL INSPECTOR	\$	105.00
AWS CERTIFIED WELD INSPECTOR	\$	105.00
PARTICLE & DYE TESTING - LEVEL II	\$	100.00
ADMINISTRATIVE ASSISTANT	\$	52.50

#### EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	\$	0.70 /MILE
VEHICLE (SUBURBAN & 1 TON)	\$	0.80 /MILE
WATER TRUCK PER DAY	\$	81.00 /DAY
WATER TRUCK PER MILE	\$	0.77 /MILE
LIDAR SCANNER	\$	500.00 /DAY
MOBILE LIDAR	\$	1,000.00 /MILE (\$5,000 MIN)

GPS	\$	303.50 /DAY
ROBOTIC TOTAL STATION	\$	281.00 /DAY
DRONE	\$	447.50 /DAY
COPIES	\$	0.16 EACH
PRINTING PLANS	\$	0.56 /SF + TECH TIME

#### REIMBURSABLES

COST PLUS 15% - TRAVEL EXPENSES (INCLUDING MEALS & LODGING) OUTSIDE PRINTING, CONSUMABLE MATERIALS, AND SUBCONTRACTOR EXPENSES.

#### MINIMUM CHARGE

THERE IS A MINIMUM CHARGE OF 2 HOURS OF TECHNICIAN TIME PER JOB SITE VISIT, EXCEPT FOR CONCRETE CYLINDER AND SAMPLE PICKUP

OVERTIME (OVER 8 HOURS PER DAY OR SATURDAY, SUNDAY, AND HOLIDAY WORK) – 1.5 TIMES THE HOURLY RATE

HOURLY RATES - APPLY TO MEETING AND TRAVEL TIME, INCLUDING CONCRETE CYLINDER PICK-UP, FOR ALL PERSONNEL

DEPOSITION OR COURT TESTIMONY – 1.5 TIMES THE HOURLY RATE



**HAZARDOUS OPERATION CHARGE:**

FOR LEVEL C: 1.5 TIMES THE BASIC CHARGE; FOR LEVEL A & B: 2 TIMES THE BASIC CHARGES

**FIELD TESTING AND INSPECTION CHARGES:**

FIELD DENSITY (COMPACTION TEST)	.....	BASIC CHARGES + \$	9.50	/EACH
CONE PENETROMETER	.....	BASIC CHARGES + \$	18.00	/EACH
FLOOR FLATNESS EQUIPMENT	.....	BASIC CHARGES + \$	297.00	/EACH
DYNAMIC CONE PENETROMETER	.....	BASIC CHARGES + \$	29.50	/EACH
CORING EQUIPMENT CHARGES	.....	BASIC CHARGES + \$	118.50	/DAY
MAGNESIUM STRAIGHT EDGE	.....	BASIC CHARGES + \$	52.50	/DAY
ROLLING STRAIGHT EDGE	.....	BASIC CHARGES + \$	236.50	/DAY

**LABORATORY TEST CHARGES:**

**AGGREGATES (ASTM)**

	<u>UNIT CHARGE</u>
L.A. ABRASION, SMALL AGG. (C131)	\$ 151.00
L.A. ABRASION, LARGE AGG. (C535)	\$ 184.00
SULFATE SOUNDNESS TEST (C88): 5-CYCLE	\$ 254.00
SULFATE SOUNDNESS TEST (C88): 10-CYCLE	\$ 354.00
SULFATE SOUNDNESS TEST (C88): 20-CYCLE	\$ 500.00
SIEVE ANALYSIS, DRY AGG. (C136)	\$ 62.00
SIEVE ANALYSIS (C117)	\$ 75.50
SIEVE ANALYSIS (C117, C136)	\$ 93.50
SPECIFIC GRAVITY, FINE AGG. (C128)	\$ 68.50
SPECIFIC GRAVITY, COARSE AGG. (C127)	\$ 68.50
LIGHTWEIGHT PIECES IN AGG. (C123)	\$ 106.00
ORGANIC IMPURITIES (C40)	\$ 62.00
FLAT & ELONGATED PIECES (D4791)	\$ 93.50
DELETERIOUS MATLS (MODOT TM71)	\$ 82.00
CLAY LUMPS & FRIABLE PARTICLES (C142)	\$ 101.00
DRY RODDED UNIT WEIGHT (C29)	\$ 44.00

**MASONRY TESTS (ASTM)**

COMPRESSIVE STRENGTH 4" BLOCK	\$ 30.50
COMPRESSIVE STRENGTH 6" BLOCK	\$ 38.00
COMPRESSIVE STRENGTH 8" BLOCK	\$ 52.50
COMPRESSIVE STRENGTH 12" BLOCK	\$ 87.00
COMPRESSIVE STRENGTH MORT/GR CUBE	\$ 14.50
GROUT PRISM	\$ 14.50
MORTAR CYLINDER (2" X 4")	\$ 14.50
ABSORPTION, MASONRY BLOCK	\$ 50.50
LINEAR SHRINKAGE (SET OF 3)	\$ 379.00

**BITUMINOUS TESTING**

ASPHALT CONTENT	\$ 113.50
ASPHALT CONTENT & AGG. GRADATION	\$ 189.00
SIEVE ANALYSIS EXTRACTION	\$ 93.50
MARSHALL TEST, FIELD - 3 PUCKS	\$ 93.50
MARSHALL TEST, LAB - 3 PUCKS	\$ 138.50
RETAINED STABILITY	\$ 214.00
ASPHALT CORE DENSITY, EACH	\$ 30.50
THEORETICAL MAX. DENSITY	\$ 151.00

**CONCRETE/ROCK CORE**

CORE TRIM & TEST	\$ 50.25
THICKNESS (AASHTO T148/ASTM C174)	\$ 28.50

**SOIL TESTS (ASTM)**

	<u>UNIT CHARGE</u>
ATTERBERG LIMITS (D4318)	\$ 68.50
SWELL TEST, 1/16 TSF (D4546)	\$ 184.00
SWELL PRESSURE (D4546)	\$ 347.50
SHRINKAGE LIMIT (D4643)	\$ 68.50
MOISTURE CONTENT (2216)	\$ 7.50
SIEVE + HYDROMETER	\$ 170.00
HYDROMETER ONLY (D422)	\$ 93.50
USCS CLASSIFICATION	\$ 31.50
PERCENT PASSING #200	\$ 50.50
SPECIFIC GRAVITY (D845)	\$ 87.00
UNCONFINED COMPRESSION	\$ 60.00
UNCONFINED/TRIAXIAL, REMOLDED	\$ 93.50
TRIAXIAL TEST, PP, CU w/PP /POINT	\$ 368.50
ORGANIC MATTER (D2974-C)	\$ 62.00
PENETROMETER	\$ 5.50
SAMPLE PREP, PER HOUR	\$ 60.00
SHELBY TUBE DENSITY	\$ 38.00
RESISTIVITY, 1 POINT	\$ 73.50
RESISTIVITY, MINIMUM	\$ 84.00
PERMEABILITY, FALLING HEAD	\$ 453.50
PERMEABILITY, FLEXIBLE WALL	\$ 428.50
PERMEABILITY CONSOLIDATION TEST	\$ 189.00
CONSOLIDATION TEST, TO 8 TSF	\$ 480.00
CONSOLIDATION TEST, >8 TSF	\$ 62.00
CALIFORNIA BEARING RATIO, LAB, /PNT	\$ 126.00
Ph	\$ 62.00

**LABORATORY COMPACTION TESTS**

MOISTURE DENSITY RELATIONSHIP	
STD. PROCTOR (D698), MTH. A & B	\$ 181.50
STD. PROCTOR (D698), MTH. C	\$ 214.00
STD. PROCTOR (D698), 1 POINT	\$ 64.00
MOD. PROCTOR (D1557), MTH. A & B	\$ 221.50
MOD. PROCTOR (D1557), MTH. C	\$ 299.50
MOD. PROCTOR (D1557), 1 POINT	\$ 70.50
RELATIVE DENSITY	\$ 454.50

**CONCRETE TESTING**

4" X 8" OR 6" X 12" TEST MOLD	\$ 2.25
6" X 12" CYLINDER, TESTED AND MOLD	\$ 17.25
4" X 8" CYLINDER, TESTED AND MOLD	\$ 12.25
SAW CONCRETE CYLINDER	\$ 29.75
BEAM FLEXURAL STRENGTH	\$ 42.00
CONCRETE BEAM, NOT TESTED	\$ 23.75
SAMPLE PREP, CLIENT MADE (5 CYLS.)	\$ 31.50



**DRILLING SERVICES CHARGES:**

ENGINEER, STANDBY TIME, STAKEOUT CREW & OFFICE PERSONNEL	BASIC CHARGES
MILEAGE - CME 55 RIGS ( \$100 MINIMUM)	\$ 2.89 /MILE
MILEAGE - CME 75 RIGS ( \$100 MINIMUM)	\$ 3.27 /MILE
MILEAGE - CME 550 RIGS ( \$150 MINIMUM)	\$ 3.27 /MILE
CME 55 DRILL RIG AND TWO MAN CREW	\$ 211.00 /HOUR
CME 75 DRILL RIG AND TWO MAN CREW	\$ 245.50 /HOUR
CME 550 DRILL RIG AND TWO MAN CREW	\$ 245.50 /HOUR
CORE BIT CHARGE	\$ 6.92 /FOOT
ROCK CORE SET UP	\$ 86.05 /BORING
DECONTAMINATION EQUIPMENT	\$ 167.00 /DAY
GROUT MACHINE	\$ 278.50 /DAY
PLUG & BACKFILL BORINGS (UP TO 20 FT. DEPTH)	\$ 13.00 /EACH
ALL-TERRAIN DRILL RIG RENTAL SURCHARGE	\$ 334.00 /DAY
CME 55 EQUIPMENT RENTAL SURCHARGE	\$ 184.00 /DAY
CME 75 EQUIPMENT RENTAL SURCHARGE	\$ 236.50 /DAY
WATER TRUCK TANK & EQUIPMENT SURCHARGE	\$ 89.50 /DAY
RESISTIVITY, FIELD TESTING, EQUIPMENT	\$ 289.00 /DAY
DOWNHOLE, CAMERA, ROCK CORE	\$ 131.50 /DAY
MINIMUM DRILLING CHARGE	\$ 2,000.00 /DAY

**DRILLING ITEM:**

	<b><u>DEPTH:</u></b>				
	<u>0' TO 20'</u>	<u>20' TO 40'</u>	<u>40' TO 60'</u>	<u>60' TO 100'</u>	<u>100' TO 150'</u>
SOIL OVERBURDEN, 4 IN. AUGER	\$ 9.20	\$ 10.25	\$ 11.35	\$ 12.70	\$ -
SOIL OVERBURDEN, 6 IN. HS AUGER	\$ 11.10	\$ 12.70	\$ 13.75	\$ 15.40	\$ -
SOIL OVERBURDEN, 8 IN. HS AUGER	\$ 11.90	\$ 13.75	\$ 16.75	\$ 19.50	\$ -
SOIL OVERBURDEN, 10 IN. HS AUGER	\$ 12.70	\$ 19.50	\$ -	\$ -	\$ -
SOIL OVERBURDEN, 12 IN. HS AUGER	\$ 15.40	\$ 23.60	\$ -	\$ -	\$ -
ROCK PENETRATION	\$ 34.35	\$ 38.40	\$ 40.85	\$ 47.55	\$ 70.10
NQ CORING	\$ 44.65	\$ 47.55	\$ 53.55	\$ 61.65	\$ -
STANDARD PENETRATION TEST	\$ 25.40	\$ 31.60	\$ 38.70	\$ 44.65	\$ -
3IN. SHELBY TUBES	\$ 31.60	\$ 38.70	\$ 44.65	\$ 51.40	\$ -

NOTE: A HIGHER PRICE WILL APPLY WHEN THERE IS AN INCREASED RISK OF LOSING AUGERS OR BREAKING CORE BARRELS.





## AGREEMENT ADDENDUM

**THIS AGREEMENT ADDENDUM** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Republic, Missouri (“City”) and Anderson Engineering, Inc. (“Engineer”).

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

**WHEREAS**, Engineer is a corporation in good standing authorized to conduct business in the State of Missouri, and

**WHEREAS**, Engineer has made written proposal to provide engineering services related to intersection improvements at Hines & Lynn in the City, which proposal is anticipated to be part of the Agreement between the Parties, and

**WHEREAS**, in order to clarify the terms of the Agreement, the Parties desire to include this Addendum.

### **THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. **Costs Not to Exceed**: The City is limited by law with respect to the amount of money it can pay. Therefore, the Parties have established fixed sums, including maximum amounts, which cannot be exceeded without amendment to the Agreement. As to costs incurred on an hourly (or other) rate and expenses billable under the Agreement, Engineer shall be required to keep track of the rate time and expenses, and any amounts in excess of that fixed or otherwise authorized under the Agreement shall not be eligible for payment. Engineer shall notify the City if Engineer anticipates that the Agreement amounts may be exceeded in order to determine whether or not the City is prepared to increase the total compensation. Engineer shall establish a billing system showing the amount of money remaining on the Agreement, which shall be shown in each monthly billing.
2. **Supplemental and Additional Services**: Should City desire or need any supplemental and/or additional services related to the Agreement, City shall have the right to use their own employees or contractors or enter into an agreement addendum with Engineer for any supplemental and/or additional services. Such decision shall be within the sole discretion of the City.
3. **Jurisdiction and Venue**: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any disputes or litigation that may arise out of this Agreement shall be litigated in the Circuit Court of Greene County, Missouri. The Parties agree to submit themselves to the jurisdiction of such court and waive any defenses they may have to lack of jurisdiction over the person or subject matter. The Parties do hereby further consent and stipulate venue shall be proper in Greene County, Missouri in any such actions.
4. **No Assumption of Liability**: Nothing in this Agreement shall be construed to create any liability on behalf of the City, including its officers, employees, agents, attorneys, or assigns, for any direct, special, indirect, liquidated, consequential, or damages of any kind, or for attorney fees.

5. **Indemnification/Hold Harmless:** The Parties acknowledge that Missouri law does not authorize a public entity to indemnify a private company. In any event, the City does not agree to indemnify or hold harmless Engineer. To the extent, if any, that any part of the Agreement suggests otherwise, that part is deleted. Nothing in this Agreement shall be construed to create any obligation by the City to indemnify or hold harmless Engineer, including its officers, employees, agents, attorneys, successors, or assigns; or any third-party.

6. **Independent Contractor:** The Parties are separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership.

7. **City Benefits:** Engineer, including its officers, employees, agents, attorneys, successors, or assigns are not employees of City and shall not be entitled to any of the benefits established for the employees of the City nor be covered by Workers' Compensation through the City, including that they shall not be construed as statutory employees.

8. **Conflict of Interest:** No salaried officer or employee of the City, and no member of City Council, shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void.

9. **E-verify:** All applicable law shall be complied with in the course of performing acts related to this Agreement. This includes that Engineer shall comply with all applicable laws regarding classification of employees, such as pursuant to § 285.500, RSMo. et al., and regarding verification of eligibility for employment, such as pursuant to § 285.530, RSMo. et al. For all contracts related to this Agreement, including this Agreement, Engineer will provide necessary affidavit(s) to show enrollment in a federal work authorization program that Engineer does not knowingly employ any person who is an unauthorized alien in connection with the contracted service.

10. **Proof of Lawful Presence:** All applicable law shall be complied with in the course of performing acts related to this Agreement. This includes that Engineer shall comply with all applicable laws regarding prohibiting persons who are unlawfully present in the United States of America from receiving any public benefit as a result of the Agreement, such as § 208.009, RSMo. Affirmative representations of lawful presence may be established through an authorized officer of Engineer providing documentary evidence, including such recognized by the department of revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

11. **Certificates of Insurance:** All insurance required under the Agreement shall be filed with the City within ten (10) days after the effective date of the Agreement and prior to the start of work, by providing the City with a Certificate of Insurance, including evidence of the required enforcements hereunder or the policies. All insurances policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Republic, 213 North Main, Republic, MO 65738

12. **Professional/Occupational/Business Licenses:** Engineer represents that it and all the individuals through whom it may act in providing services contemplated under this Agreement are authorized to conduct business and shall maintain such professional/occupational/business licenses as are required by law to provide the services contemplated by this Agreement. All such costs shall be borne by Engineer.
13. **Nonresident/Foreign Contractors:** Engineer shall procure and maintain during the life of this Agreement:
- a. If Engineer is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt under applicable law, such as § 351.572, RSMo.
  - b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt under applicable law, such as § 285.230, RSMo.
14. **Anti-Discrimination:** Engineer agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran, or a qualified individual with a disability, or political opinion or affiliation, against any employee of Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
15. **Execution:** The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the same legal effect of original signatures. This Agreement may also be executed in accordance with the applicable version of the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act (ESIGN). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any Party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.
16. **Headings:** The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
17. **Whereas Clauses:** The “Whereas” clauses stated above are incorporated herein by reference.
18. **Assignment:** This Agreement may not be assigned by Engineer without the prior written consent of all Parties.
19. **Public Entity/Officer Immunities and Protections:** In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of rights or defenses with regard to applicable sovereign, governmental or official or individual immunities and any other protections or defenses as provided by federal and state constitutions, statutes, and laws. This includes that no insurance policies or coverage

**required by this Agreement will be construed to waive such public entity or officer immunities or protections. Engineer represents that it will, and shall, require and arrange that all insurance policies or coverage required by this Agreement will include substantially the language of this provision.**

20. **Severability Clause:** A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section or part, of this Agreement shall not affect the validity of the remaining parts of this Agreement.

21. **Contingent Upon Funds and Approval:** This Agreement is contingent upon the City having sufficient funds available for the subject of this Agreement. Engineer shall have no right of action against City in the event City is unable to perform its obligations under this Agreement as a result of insufficient funds. Further, this Agreement is subject to and conditioned upon approval on the record by the City Council.

22. **Inconsistencies:** To the extent there are any conflicts or inconsistencies between the Addendum and Agreement, or any contract document or understanding and the Addendum, the Addendum supersedes and shall govern.

23. **Contract Documents:** The Agreement consists of:  
a. this Addendum;  
b. the document captioned “agreement,” including Engineer’s proposal described therein as “exhibit A,” and “exhibit B,” and the attached documents, including fee and material schedules.

24. **Notices:** Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or deposited in the United States Mail, registered or Certified, with postage thereon prepaid as follows:

To the City:

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

To Engineer:

Anderson Engineering, Inc.  
3213 S. West Bypass  
Springfield, MO 65807

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the Parties have caused this to be signed by their duly authorized representatives, the day and year set forth below.

**Anderson Engineering, Inc.**

*Andrew T. Novinger*  
\_\_\_\_\_  
Signature

Dated: 9-3-21

Andrew T. Novinger, Vice President  
Printed Name and title

**City of Republic, Missouri**

\_\_\_\_\_  
Signature

Dated: \_\_\_\_\_

\_\_\_\_\_  
David Cameron, City Administrator

\_\_\_\_\_  
Attest: Laura Burbridge, City Clerk

Approved as to form:

DocuSigned by:  
*Damon Phillips* 9/2/2021  
\_\_\_\_\_  
11F90D8311084F4  
Damon Phillips, City Attorney



## AGENDA ITEM ANALYSIS

Project/Issue Name: 21-R-39 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City to Acquire an Owner Financed Loan for the Purchase of 136.76 Acres and Authorizing the City Administrator to Execute the Contract and Other Closing Documents for the Purchase of Said Property.

Submitted By: Jared Keeling, Assistant City Administrator

Date: September 7, 2021

### Issue Statement

Authorization of an owner financed loan for the purchase of 136.76 acres and authorization to execute the contract for the acquisition of said property.

### Discussion and/or Analysis

The City of Republic's Parks & Recreation Department has been actively looking for a large parcel of land over the last couple of years for future growth and expansion. The search ultimately led us to a 136.76 acre parcel located at 6140 W. Farm Road 156. The land will be predominately used for athletic complexes and will also feature numerous other amenities upon the complete buildout.

The agreed upon purchase price has been set at \$3,240,000 with \$1,240,000 due at closing with another \$1,000,000 due by December 15, 2022 and the final \$1,000,000 due by December 15, 2023. The land acquisition will be funded through the Parks Fund and Capital Improvements Sales Tax Fund.

### Recommended Action

Staff recommends approval.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE CITY TO ACQUIRE AN OWNER FINANCED LOAN FOR THE PURCHASE OF 136.76 ACRES AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE CONTRACT AND OTHER CLOSING DOCUMENTS FOR THE PURCHASE OF SAID PROPERTY**

*WHEREAS*, the City’s Parks & Recreation Department desires to purchase 136.76 acres of land located at 6140 W. Farm Road 156 for a future park; and

*WHEREAS*, the City and the property owner have negotiated a purchase price in the amount of \$3,240,000 for said land; and

*WHEREAS*, the City and the property owner have agreed upon terms of an owner financed loan for the payment of said purchase price; and

*WHEREAS*, a budget amendment will be presented to City Council on September 21<sup>st</sup> to account for the 2021 payment of \$1,240,000.

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

- Section 1. That the City Administrator is authorized execute the contract and other closing documents for the purchase of 136.76 acres of land located at 6140 W. Farm Road 156.
- Section 2. That the City is authorized to acquire an owner financed loan for the purchase price of \$3,240,000 for the 136.76 acres of land located at 6140 W. Farm Road 156. The terms are included in the attached purchase agreement.
- Section 3. The whereas clauses are hereby specifically incorporated herein by reference.

***PASSED AND APPROVED*** at a regular meeting of the City Council of the City of Republic, Missouri, this 7<sup>th</sup> day of September 2021.

\_\_\_\_\_  
Matt Russell, Mayor

Attest:

\_\_\_\_\_  
Laura Burbridge, City Clerk

DocuSigned by:  
*Damon Phillips*  
11F90D87116B4F4...

9/2/2021

Approved as to Form: \_\_\_\_\_, City Attorney

Final Passage and Vote: \_\_\_\_\_

**REAL ESTATE SALES AGREEMENT**

**THIS REAL ESTATE SALES AGREEMENT** (“Agreement”) entered into this 10<sup>th</sup> day of June 2021 (“Effective Date”), by and between City of Republic, Missouri, a municipal corporation and charter city located in Greene County, Missouri, hereinafter referred to as the “Buyer” or “City” and the Ruth Sawyer Trust through Judith Ann Shoemaker and Kenneth E. Sawyer as Co-Trustees for the Ruth Sawyer Trust, hereinafter referred to as the “Seller”. Buyer and Seller are sometimes referred to herein individually as the "Party" or collectively as the "Parties."

RECITALS:

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

B. Seller is the owner of certain real property located within the City of Republic, County of Greene, State of Missouri, and comprising approximately 135.8 acres of land on PARID: 1702100008 and PARID: 1701200105, and more particularly described on Exhibit A attached hereto and incorporated herein by this reference, shaded within the blue border ("Real Estate").

C. Judith Ann Shoemaker and Kenneth E. Sawyer are authorized by the Ruth Sawyer Trust as co-trustees to execute this Agreement and convey the Real Estate to Buyer under this Agreement.

D. City and Seller agree the approximately 135.8 acres shown in Exhibit A contains the Real Estate City agrees to buy and Seller agrees to sell pursuant to this Agreement. A legal description of the Real Estate is currently unavailable as a survey has not been completed to describe the Real Estate pursuant to this Agreement legally. A survey of the Real Estate will be required prior to closing to properly describe and subdivide the Real Estate from the land to the north of the James River Freeway.

E. Seller desires to sell and City desires to purchase the Real Estate.

AGREEMENT:

1. Sale and Purchase: For and in consideration of the mutual obligations of the Parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, the Real Estate particularly described in Exhibit A.

2. Offer: Seller hereby offers and agrees to purchase the Real Estate together with all improvements thereon and appurtenances thereto. Included in this sale are all tenements, hereditaments, privileges and appurtenances thereto belonging or in any way appertaining thereto including all right, title and interest of Seller in any street, road or avenue, open or proposed, in front of or adjoining the Real Estate, or any part thereof, all water, air, riparian and mineral rights, and the use of appurtenant easements, whether or not of record, strips and rights of way



abutting, adjacent, contiguous or adjoining the Real Estate and all assignable licenses, franchises, rights and governmental or other permits, authorizations, consents and approvals, including those necessary to own and/or operate the Real Estate, to the extent that the same are legally assignable, all rights of Seller under any express or implied guaranties, warranties, indemnifications and other rights, if any, and which Seller may have against suppliers, laborers, materialmen, contractors or subcontractors arising out of or in connection with the installation, construction and maintenance of the improvements, fixtures and personal property on or about the Real Estate, all future land division rights, if any, all of Seller's rights under all assignable service contracts and contractor warranties which Buyer may desire to assume, subject only to those easements and restrictions of record which are approved by Buyer. All of the foregoing is sometimes hereinafter referred to as the "Subject Premises."

3. Purchase Price: The purchase price to be paid by the Buyer is \$3,240,000.00 for the Real Estate ("Purchase Price"). The Purchase Price shall be payable at closing by Buyer as follows:

- a) Buyer will tender \$1,140,00.00 to Seller by a City Check, federal wire transfer, or other certified funds.
- b) Buyer will execute a promissory note and deed of trust to Seller which shall outline a payment of \$1,000,00.00 by Buyer to Seller on December 15, 2022, and the final payment of \$1,000,000.00 by Buyer to Seller on December 15, 2023. Said promissory note shall be in a form agreed to by Buyer and Seller and shall contain no interest and no pre-payment penalty.

4. Earnest Money Deposit: Within 10 business days after the Effective Date, Buyer shall deposit in escrow with Fidelity Title Agency, 509 E Elm St, Republic, Missouri 65738 ("Title Company"), an earnest money deposit in the amount of \$100,000.00, which sum shall be applied to the Purchase Price at Closing if the transaction is consummated or delivered to Buyer or Seller, as the circumstances warrant, under the terms of this Agreement ("Deposit").

5. Balance at Closing: The balance of the Purchase Price shall be paid, plus or minus closing adjustments, as the case may be, in accordance with this Agreement to Seller at Closing in exchange for a Warranty Deed conveying fee simple, marketable title to Buyer, free and clear of any and all liens or encumbrances except as specifically set forth herein and subject only to those easements and restrictions of record as are agreeable to Buyer in its sole discretion. Any existing liens, land contracts, and mortgages shall be discharged at closing.

6. Title Commitment / Title Policy.

- a.) The Seller shall, within 20 calendar days hereof, deliver to the Buyer a commitment to issue a policy of title insurance. Any commitment made hereunder shall be in the amount of Purchase Price of the Real Estate, naming the Buyer and (mortgagee, if any), as the proposed insured; and issued by a title insurance company licensed to write title insurance in Missouri, which commitment shall insure the title to be marketable as called for by this Agreement and shall provide that a policy or policies shall be issued after the

Warranty Deed to the Buyer is placed of record. Cost for the title commitment, title insurance, and mortgagee's insurance, if any, shall be paid by Seller. Buyer, at its sole option, expense and liability may also obtain a current survey of the Real Estate ("Survey") to determine if there are any defects, encroachments, overlaps, boundary line, or acreage discrepancies, or other adverse matters that may be disclosed.

- b.) In the event the commitment for title insurance shall not show marketable title in Seller (except liens which can be discharged as a matter of course by the payment of money), or the Survey shall disclose any adverse matters, the Buyer shall specify the objections to the title commitment in writing within 15 business days after such delivery of the commitment and shall specify the objections to the Survey in writing within 15 business days after such delivery of the Survey. Any such defects not objected to shall be deemed waived by the Buyer. If any said defects so noted are not corrected within 30 calendar days after the delivery of such objections; then this Agreement shall be null and void unless the Buyer gives a written notice to the Seller of its election to waive such defects. If the Agreement is terminated under this Section, then the Deposit is to be refunded to Buyer and if any defect objected to causes a failure of marketable title, the Seller shall be liable for Survey and title examination charges.
- c.) It is understood and agreed that title herein required to be furnished is marketable title as set forth in an ALTA Title Policy. It is also agreed that any encumbrance or defect in the title which is within the scope of any of the Title Standards of the ALTA shall be deemed cured if the Seller shall take the curative action, if any, recommended or prescribed by said Standards.

7. Closing and Deliveries: If the title is deemed good, the closing of this Agreement shall take place at the offices of the Title Company within 90 calendar days after Buyer sends written notice that all contingencies have been met, at which time all moneys and papers shall be delivered, and all other things called for by this Agreement at the time of closing, shall be done. Buyer and Seller shall pay all recording fees and closing costs normally attributable to that Party, including the fee of the closing agent. At closing, Buyer and Seller shall execute and/or deliver to one another and/or, as applicable, deliver to the other, the following:

- a) Buyer shall deliver to the Title Company, via City Check, federal wire transfer, or other certified funds the funds required at closing pursuant to this Agreement, plus or minus closing adjustments, as the case may be.
- b) Seller shall execute and deliver a Warranty Deed for the Real Estate in form and substance reasonably acceptable to Buyer, together with such documentary, transfer, or other tax affidavits as shall be required by applicable

law to permit the recording of such Warranty Deed.

- c) Seller and Buyer shall execute and deliver to one another a closing statement prepared by the Title Company.
- d) Seller shall execute and deliver the affidavit or certificate relating to Seller's representations and warranties contemplated in this Agreement.
- e) Seller shall execute and deliver to Buyer an affidavit stating that Seller is not a "Foreign Person" within the meaning of Internal Revenue Code Section 1445(f)(3) or Buyer shall be entitled to withhold appropriate amounts as required by the Internal Revenue Code.
- f) Seller shall deliver to Buyer exclusive possession of the Real Estate, subject only to the Permitted Exceptions, if any.
- g) Each of Seller and Buyer shall execute such other instruments and documents specifically required to be delivered by such Party under the terms of this Agreement whether or not expressly set forth in this Section.

8. Adjustments at Closing: The following shall be apportioned against sums due Seller at Closing:

- a) All real and personal property taxes and special assessments of whatever nature and kind (collectively, the "Taxes") which have become due and payable or are delinquent as of the date of closing shall be paid and discharged by Seller at or prior to Closing. The Parties agree that Buyer is a tax-exempt entity, and at the closing the Real Estate shall become tax-exempt for the calendar year of the closing. All Taxes for periods prior to closing which are not yet due and payable shall be prorated at closing with Seller responsible for Taxes through the Closing Date.
- b) All state, county, city and other real estate conveyance, tangible, intangible, stamp and similar taxes shall be prorated as of the date of closing.
- c) Buyer and Seller shall split, on a fifty/fifty (50/50) basis, any escrow fees/closing fees charged by the Title Company.
- d) Seller shall pay the brokerage commission due to any broker or real estate agent.

9. Risk of loss: With the exception of the structures on the property, until the day of closing and actual exchange of legal title for the consideration to be paid hereunder, all risk of loss with respect to the Real Estate shall be borne by Seller. In the event of destruction or damage to the Real Estate prior to the date of closing to such an extent that the cost to repair such damage exceeds \$25,000.00, then, anything herein contained to the contrary, Buyer may terminate this Agreement within 15 calendar days after receiving notice of such casualty upon notice to Seller, in which event (i) this Agreement shall terminate and be of no further force or effect, (ii) the

Deposit shall be returned to Buyer, and (iii) neither Party shall have any further liability or obligation hereunder. If the Real Estate is damaged but such damage does not, pursuant to this Section, give Buyer the right to terminate this Agreement, or if Buyer has the right to terminate but elects not to do so, then, at Closing, Buyer shall be entitled to receive an absolute assignment from Seller of Seller's interest in the proceeds of any insurance on the Real Estate (including any rent loss insurance allocable to the period from and after Closing) and Seller shall pay to Buyer the amount of any deductible.

10. Condemnation: In the event that notice of any action, suit or proceeding shall be given prior to the closing date for the purpose of condemning any part of the Real Estate, then Buyer shall have the right to terminate its obligations hereunder within 15 calendar days after receiving notice of such condemnation proceeding, and upon such termination, the Deposit shall be refunded to Buyer in full termination of this Agreement, and the proceeds resulting from such condemnation shall be paid to Seller. In the event Buyer shall not elect to terminate its obligations hereunder, the proceeds of such condemnation shall be assigned and belong to Buyer at closing.

11. Possession: Exclusive possession shall be delivered to Buyer at the time of closing subject only to (i) the Declarations; and (ii) any document encumbering the Real Estate shown in the commitment not objected to by Buyer.

12. Inspection Period: Buyer may, at Buyer's option and expense, obtain any written inspection reports of the Real Estate from any qualified inspector, contractor, appraiser, or consultant that Buyer or its lender may engage, as deemed necessary by the Buyer or its lender, including but not limited to Phase I and/or Phase II environmental reports, core drillings, soil and/or drainage tests, floodplain reports, engineering reports, geotechnical reports, and any other inspection, test, or report deemed necessary to evaluate the soundness and fitness of the Real Estate for Buyer's development purposes. Buyer may also review zoning regulations, and any and all governmental and quasi-governmental laws, ordinances, restrictions, and permit requirements to evaluate the soundness and fitness of the Real Estate for Buyer's development purposes. Seller agrees to permit Buyer or its representatives to enter the Real Estate during reasonable hours and upon reasonable notice to allow Buyer to perform such inspections.

Buyer shall furnish to Seller a complete copy of the written inspection report(s) with a written list of unacceptable conditions(s) (hereinafter referred to as the "Inspection Notice") within 45 calendar days following the Effective Date of this Agreement. The Inspection Notice shall state one of the following. 1.) Buyer is satisfied with all inspections; 2.) Buyer intends that any unacceptable conditions are to be satisfied by the Seller; or 3.) Buyer is terminating the Agreement with the Deposit to be returned to Buyer. Buyer's failure to provide Seller with the Inspection Notice as hereinabove provided shall be deemed a waiver and acceptance of any condition any inspection has or may have disclosed.

Seller shall have 10 calendar days following receipt of Buyer's Inspection Notice in which to respond in writing to Buyer's Inspection Notice. The Parties shall have an additional 10 calendar days after Buyer's receipt of Seller's written response to reach a written agreement as to

who will complete and pay for correction of the defects, or as to a monetary adjustment at closing in lieu of correction of the defects. Failure to reach such a written agreement shall cause the Agreement to automatically terminate. The Buyer's Deposit - deposited in escrow shall immediately be returned to the Buyer.

13. Additional Contingencies:

- a) Seller has disclosed there is an active agreement in place between Seller and a 3<sup>rd</sup> party company who owns a billboard on the Real Estate ("Billboard Agreement"). Seller agrees to provide Buyer with a true copy of any Billboard Agreement, included all amendments, within 7 calendar days of the Effective Date of this Agreement. Buyer shall then have 30 calendar days after receipt of the Billboard Agreement to review said agreement for any objections ("Billboard Objections"). Buyer shall deliver to Seller a written list of any Billboard Objections. The Billboard Objections shall state one of the following. 1.) Buyer is satisfied with the Billboard Agreement; 2.) Buyer intends that any unacceptable conditions in the Billboard Agreement are to be satisfied by the Seller; or 3.) Buyer is terminating the Agreement with the Deposit to be returned to Buyer. Buyer's failure to provide Seller with the Billboard Objections as hereinabove provided shall be deemed a waiver and acceptance of any condition in the Billboard Agreement. Seller shall have 10 calendar days following receipt of Buyer's Billboard Objections in which to respond in writing to Buyer's Billboard Objections. The Parties shall have an additional 10 calendar days after Buyer's receipt of Seller's written response to reach a written agreement as to the Billboard Objections. Failure to reach such a written agreement shall cause the Agreement to automatically terminate. The Buyer's Deposit - deposited in escrow shall immediately be returned to the Buyer.
- b) Seller has disclosed there is a tenant living in the house located on the Real Estate. Seller agrees to provide Buyer with a true copy of any rental agreement, included all amendments, within 7 calendar days of the Effective Date of this Agreement, if one exists. Seller agrees, at minimum 7 days prior to closing, to cause any tenants on the Real Estate to vacate the Real Estate. Closing shall not occur until the Real Estate is vacant of all tenants to the satisfaction of Buyer, which shall not be unreasonable withheld. If closing does not occur within 45 days of the closing date, Buyer shall have the right to terminate this Agreement and the Deposit shall be refunded to Buyer. Seller shall not disclose the name of the Buyer. If asked, Seller shall only disclose a sales agreement has been entered into as the reason for the ending of the tenancy.
- c) Seller has disclosed there is a current lease with a 3<sup>rd</sup> party to farm the Real Estate. Seller agrees to provide Buyer with a true copy of any farm land lease agreement, included all amendments, within 7 calendar days of the Effective Date of this Agreement, if one exists. Seller agrees to not allow the 3<sup>rd</sup> party farming the Real Estate to plant any additional crops or take any other action on the Real Estate other than normally required for the care, maintenance, and

harvesting of the crops already planted on the Real Estate as of the Effective Date of this Agreement. Seller shall further take all necessary actions to terminate any renewals of any farm land lease within 45 after the Effective Date of this Agreement. If asked, Seller shall only disclose a sales agreement has been entered into as the reason for the ending of the tenancy.

14. Representations, Warranties, Covenants:

a.) Buyer covenants, represents, and warrants to Seller, as of the date hereof and as of the date of Closing, as follows:

- (i) Buyer is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri, and is possessed and vested with full power and authority to enter into and consummate this Agreement and to perform Buyer's obligations hereunder.
- (ii) The Republic City Council and/or its duly authorized representatives must approve the transactions contemplated by this Agreement, and the authorized representative of Buyer has the authorization to execute this Agreement and to do all other such acts and take such other action as may be necessary to consummate this Agreement, upon Council approval.
- (iii) This Agreement is a valid and binding agreement, enforceable in accordance with its terms.

b.) Seller covenants, represents, and warrants to Buyer, as of the date hereof and as of the date of Closing, as follows:

- (i) Seller is a Missouri Trust and the trustees named in this Agreement has full rights, powers, and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby (the "Transactions"), to comply with and fulfill the terms and conditions hereof, and to sell and convey the Real Estate to Buyer; and there are no legal, contractual or other restrictions upon Seller's right, power or authority to, and no consent, notice or approval is required for Seller to, sell and convey the Real Estate to Buyer. Execution and delivery hereof, and consummation of the Transactions, have been duly authorized by all necessary members and/or managers and other trust action of Seller. The Party executing this Agreement on behalf of Seller has the full power and authority to enter into and perform this Agreement on behalf of Seller and the person executing this Agreement has been duly authorized to do so on behalf of Seller.
- (ii) All of Seller's representations, warranties, and agreements contained herein shall be true and correct as of the date hereof and on the date of closing, which Seller shall certify to at closing, and Seller shall not have, on the date of

closing, failed to meet, comply with, or perform, any condition or agreement on its part to be performed under the terms and conditions contained herein.

- (iii) With respect to any personal property included in this sale, Seller has, and will transfer to Buyer at closing, marketable title free and clear of all liens and encumbrances.
- (iv) To the best of Seller's knowledge, there are no violations of any building codes, set back requirements, zoning ordinances, building and use restrictions, licensing laws, health codes, ADA or similar handicappers' rights laws, of any municipal or governmental authority or fire department requirements. In the event any state or local governmental authority besides Buyer requires inspections of the Real Estate before transfer, then Seller shall arrange and pay for any such inspections.
- (v) There are no lawsuits, condemnation proceedings, administrative proceedings, or environmental investigations, pending or, to the best of Seller's knowledge, threatened, affecting the Real Estate or Seller's ability to convey same, and there are no special assessments, charges, or other obligations or improvements affecting the Real Estate.
- (vi) There are no leases, written or oral, express or implied, with respect to the Real Estate, and no other person other than Seller claims or has a right to possession of all or any part of the Real Estate.
- (vii) To the best of Seller's knowledge, there is no hazardous material, substance, or waste, whether liquid, solid, gaseous, or otherwise, located in, upon, under, or adjacent to the Real Estate or any ground or surface waters or water courses thereon or thereunder, and the Real Estate and any adjacent properties are not now nor were they previously used for storage, disposal, manufacture, generation, whether as a by-product or otherwise, of any hazardous or toxic substance. The Real Estate does not now, nor have they ever had installed thereon any above-ground storage tank or thereunder any underground storage tank.
- (viii) Seller is not a "foreign person" as defined in §1445(f)(3) of the Internal Revenue Code; Seller shall so certify at closing.
- (ix) Seller has good and marketable fee simple title to the Real Estate.
- (x) No third party has any purchase rights, options to purchase, or similar rights with respect to all or any portion of the Real Estate.
- (xi) There shall be no material adverse changes in the physical or economic condition of



the Real Estate from the date hereof to the date of closing.

- (xii) Seller shall operate, repair, and maintain the Real Estate in the same manner as the same have heretofore been maintained and shall permit no wasting of the Real Estate.
- (xiii) Seller shall not enter into any lease, lease amendment, license or occupancy agreement of any kind with respect to the Real Estate, without Buyer's prior written consent, in each such instance, which consent shall not be unreasonably withheld or delayed.
- (xiv) Except as set forth herein, Seller shall not transfer any of the Real Estate, create any lien or encumbrance thereon, grant any easements or rights of way, or enter into any contract or other agreement affecting the Real Estate which is not cancelable on and as of the Closing Date without Buyer's prior written consent, in each such instance.
- (xv) Neither Seller nor any person, group, entity or nation that Seller is acting, directly or indirectly for, or on behalf of, is named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or is otherwise a banned or blocked person, group, entity, or nation pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control, and Seller is not engaging in the transaction contemplated hereby, directly or indirectly, on behalf of, or instigating or facilitating the same, directly or indirectly, on behalf of, any such person, group, entity or nation. Seller is not engaging in such transaction, directly or indirectly, in violation of any Laws relating to drug trafficking, money laundering or predicate crimes to money laundering. The investment of direct or indirect equity owners in Seller is not prohibited by applicable law and neither the transaction contemplated hereby nor this Agreement is or will be in violation of applicable law. Seller has and will continue to implement procedures, and has consistently and will continue consistently to apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times prior to Closing.
- (xvi) The continued validity in all material respects of all representations, covenants and warranties set forth in this Agreement shall be a condition precedent to the performance of Buyer's obligations hereunder. Seller shall notify Buyer promptly if Seller becomes aware of any transaction or occurrence prior to the closing date which would make any of the representations or warranties of Seller contained in this Section or elsewhere in this Agreement untrue in any material respect. All representations and warranties set forth in this Agreement shall be continuing and shall be true and correct on and as of the closing date with the same force and effect as if made at that time, and Seller shall deliver an affidavit or certificate at closing

making all representations, covenants, and warranties as of the closing date.

(xvii) This Agreement is a valid and binding agreement, enforceable in accordance with its terms.

(xviii) Seller does not have knowledge that the Real Estate is within any area determined to be flood-prone under the Federal Flood Protection Act; and Seller shall immediately notify Buyer of any material change in respect to the Real Estate or any information heretofore or hereafter furnished to Buyer with respect to the Real Estate.

15. Right of Entry: Prior to the closing date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in the interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Real Estate in order to investigate and inspect the Real Estate and to perform any such tests they deem appropriate. Any inspection or testing that is performed shall leave the real estate in as good as condition as it was prior to inspection or testing.

16. Hold Harmless.

- a.) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants, or agreements herein contained. Such costs and expenses shall include without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.
- b.) Buyer hereby agrees to hold Seller harmless, to the extent permitted by law, against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities, and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the Real Estate, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.
- c.) Seller shall indemnify and hold Buyer harmless from all claims and liabilities for any real estate commission.

17. Default: If either Party defaults in the performance of any obligations under this Agreement, the Party claiming a default shall notify the other Party in writing of the nature of the default and the Party's election of remedy. Neither Seller nor Buyer shall avail itself of any remedy granted to it hereunder based upon an alleged default of the other Party hereunder unless and until written notice of the alleged default, in reasonable detail, has been delivered to the

defaulting Party by the non-defaulting Party and the alleged default has not been cured on or before 5:00 p.m., Central Time, on the 5th day next business day following delivery of said notice of default. Following a default by either Seller or Buyer, the other Party shall have the following remedies:

- a.) If Seller defaults, Buyer may: (1) specifically enforce this Agreement and recover damages suffered by Buyer as a result of the delay in the acquisition of the Real Estate; (2) terminate this Agreement by written notice to Seller and agree to release Seller from liability upon Seller's release of the Deposit and reimbursement to Buyer for all actual costs and expenses incurred by Buyer (and which are to be specified in Buyer's notice of default) as liquidated damages and as Buyer's sole remedy (the Parties recognizing that it would be extremely difficult, if not impossible to ascertain the extent of actual damages caused by Seller's breach and that return of the Deposit plus all actual costs and expenses incurred by Buyer represents as fair an approximation of such actual damages as the Parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Buyer elects to terminate this Agreement, the Deposit shall be returned to Buyer. Buyer's release of Seller shall not relieve Seller's liability (if any) to the broker assisting Seller pursuant to any listings or other brokerage service agreement between them.
- b.) If Buyer defaults, Seller may terminate this Agreement by written notice to Buyer, and retain the Deposit as liquidated damages and as Seller's sole remedy (the Parties recognizing that it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Buyer's breach, and that return of the Deposit represents as fair an approximation of such actual damages as the parties can now determine).

18. Broker: Seller and Buyer do hereby certify, represent and warrant, each to the other, that they have not engaged, enlisted, employed, or otherwise made use of any real estate broker or salesperson in connection with this sale. Seller shall indemnify, defend and hold Buyer harmless with respect to any claim of any real estate broker or salesperson claiming a commission and/or damages through or under Seller in connection with this transaction, including, without limitation, reasonable attorneys' fees, court costs, and legal expenses.

19. Confidentiality: Seller agrees not to disclose to anyone, except Seller's legal counsel, financial advisors, and accountants, who Seller shall inform them of and that they are bound by this confidentiality clause, Buyer's name or any information that could lead to the disclose of who is the Buyer of the Real Estate. Should Seller violate this Section, Buyer has the right to terminate this Agreement, and the full Deposit shall be returned to Buyer immediately.

20. Survival: Seller's and Buyer's representations and warranties set forth in this Agreement shall be continuing and shall be true and correct on and as of the date of closing with the same force and effect as if made at the time. Each Party's covenants, warranties, and

representations shall survive closing and shall not be affected by delivery of deed or any other closing documents or by any investigation, verification, or approval by Buyer or by anyone on behalf of Buyer.

21. Assignment: This Agreement may not be assigned by any Party without the prior written consent of the other Parties.

22. Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and there are no oral representations, warranties, conditions, or agreements, expressed or implied, other than those expressly set forth herein. This Agreement supersedes all previous negotiations, agreements, and the like. No modifications to this Agreement shall be effective unless in writing and signed by all Parties to this Agreement.

23. Binding Effect: The terms, provisions, covenants, and conditions in this Agreement shall apply to, and inure to, the benefit of, and be binding upon, the Parties hereto and their respective successors in interest and assigns as herein permitted.

24. Governing Law and Venue: This Agreement shall be governed by, and constructed in accordance with, the laws of the State of Missouri, and venue for any disputes between the parties shall lie only in the Circuit Court of Greene County, Missouri.

25. Execution: The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act ("ESIGN"). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.

26. Time: Time is of the essence for this Agreement. In the event the last date for performance of any obligation or for giving any notice hereunder falls on a Saturday, Sunday, or legal holiday in the State of Missouri, then the time of such period shall be extended to the next day, which is not a Saturday, Sunday or legal holiday in such state.

27. Possession: The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

28. Contingent upon Approval: This Agreement is contingent upon Buyer obtaining approval of this Agreement by its City Council, to be obtained within 30 calendar days of the execution of the Agreement.

29. Severability: A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.



30. Headings: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.

31. Recitals: The Recital clauses stated above are incorporated herein by reference.

32. Conflict of Interest: No salaried officer or employee of the City, and no member of the City Council, shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.

33. Notices: Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or when notice is received after being deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

to the Seller: Ruth Sawyer Trust

\_\_\_\_\_

*ATTN KEN SAWYER  
5508 W. FARM RD 156  
SPRINGFIELD, MO 65802*

to the Buyer:

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the Parties have hereunto set their hands to this Agreement, the day and year first above written.

**Judith Ann Shoemaker,**  
**as Co-Trustee for the Ruth Sawyer Trust**

By: Judith A. Shoemaker, Co-Trustee  
SELLER

**Kenneth E. Sawyer,**  
**as Co-Trustee for the Ruth Sawyer Trust**

By: Kenneth E. Sawyer, Co-Trustee  
SELLER

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**CITY OF REPUBLIC**



David Cameron, City Administrator



Attest: Laura Burbridge, City Clerk

**Approved as to Finance and Budgetary Purposes:**



Debbie Parks, Finance Director

**Approved as to Form:**



Scott Ison, City Attorney

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



Exhibit A

