



## AGENDA

**City Council Regular Session**  
**Municipal Court Building, 540 Civic Blvd**  
**October 01, 2024 at 6:00 PM**

**Eric Franklin, Mayor**  
Eric Gerke, Ward I  
Garry Wilson, Ward II  
Christopher Updike, Ward III  
Justin Neal, Ward IV  
  
Justin Shaw, Ward I  
Darran Campbell, Ward II  
Brian Fields, Ward III  
Daniel Harter, Ward IV

### Call Meeting to Order

### Opening Prayer

### Pledge of Allegiance

### Citizen Participation

### Consent Agenda

1. Approve the September 10, 2024 City Council Minutes.
2. 24-R-43 A Resolution of the City Council Approving the Dates for Meetings of the City Council, Planning and Zoning Commission, and Board of Adjustment During Calendar Year 2025.

### Board, Commission, and Committee Schedule

Board of Adjustment Meeting	October 3, 2024-Cancelled
Planning & Zoning Meeting	October 7, 2024
City Council Workshop	October 8, 2024
City Council Meeting	October 15, 2024
Planning & Zoning Meeting	November 4, 2024
City Council Meeting	November 5, 2024

### Old Business and Tabled Items

3. 24-55 An Ordinance of the City Council Authorizing Execution of an Intergovernmental Agreement with the Missouri Highways and Transportation Commission for the City's Acceptance of Certain Grant Funds and Contribution of Local Match Funding for Public Improvements Included in the Route MM Realignment Project (Greene County Job Number 8S0836D).
4. 24-56 An Ordinance of the City Council Approving Execution of a Developer Agreement with Empire District Electric Company for Parking Lot Access for the Future Morris Park on West State Highway 174.

### Other Business (Resolutions)

5. 24-R-44 A Resolution of the City Council Awarding the Bid for the Shuyler Creek Trail Extension to JD Wallace Contracting, LLC.

### 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.

### 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 417-732-3101 at least three days prior to the scheduled meeting. **All meetings are recorded for public viewing.**



# MINUTES

## City Council Regular Session Municipal Court Building, 540 Civic Blvd September 10, 2024 at 6:00 PM

- Eric Franklin, Mayor**
- Eric Gerke, Ward I
- Garry Wilson, Ward II
- Christopher Updike, Ward III
- Justin Neal, Ward IV
- Justin Shaw, Ward I
- Darran Campbell, Ward II
- Brian Fields, Ward III
- Daniel Harter, 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 Eric Franklin at 6:00 p.m. Council Members present included Justin Shaw, Brian Fields, Justin Neal, Eric Gerke, Darran Campbell, Chris Updike, and Daniel Harter. Others in attendance were: Chief of Staff Lisa Addington, City Attorney Megan McCullough, Fire Chief Duane Compton, City Clerk Laura Burbridge, Chief Financial Officer Bob Ford, Community Development Director Karen Haynes, Data and Security Supervisor Michael Sallee, Police Chief Brian Sells, Police Lieutenant Zach Richards, Engineer Angel Falig, Engineer Stefani Fitzpatrick-Duncan, and Parks and Recreation Director Kris Parks.

### Opening Prayer

Opening prayer was led by Mayor Eric Franklin.

### Pledge of Allegiance

The Pledge of Allegiance was led by Mayor Eric Franklin.

### Citizen Participation

Mayor Franklin opened citizen participation at 6:00 p.m. Kevin Cash-126 E. Hadley-spoke about how forward thinking the City of Republic is and read a post regarding The Rush and disc golf. Mayor Franklin closed citizen participation at 6:06 p.m.

### Consent Agenda

Motion was made by Council Member Harter and seconded by Council Member Neal to approve the consent agenda. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. 0 Nay. Motion Carried.

1. Approve the August 27, 2024 City Council Minutes.
2. Approve the Vendor List.
3. As per RSMo. 109.230(4), City records that are on file in the City Clerk’s office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State’s office.
4. 24-R-37 A Resolution of the City Council Authorizing the City’s Return of Contributed Funds to Greene County due to Postponement of the Highway MM Expansion/Cost-Share Project.

### Board, Commission, and Committee Schedule

City Council Workshop	September 24, 2024 at 11:00
City Council Meeting	October 1, 2024
Board of Adjustment Meeting	October 3, 2024
Planning & Zoning Meeting	October 7, 2024
City Council Meeting	October 15, 2024



### Old Business and Tabled Items

5. **24-52 An Ordinance of the City Council Authorizing the City Administrator to Enter into a Developer Agreement with Wal-Mart Stores East, LP for the Construction of Public Water Main Improvements at Lot 7 of the Hankins Farm Planned Development District.**

Motion was made by Council Member Neal and seconded by Council Member Harter to have the second reading of Bill 24-52 by title only. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. 0 Nay. Motion Carried. Karen Haynes was available for questions of Council. Council Member Fields motioned for the passage of Bill 24-52. Council Member Harter seconded. A roll call vote was taken digitally. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. Motion Carried.

### New Business (First Reading of Ordinances)

6. **24-55 An Ordinance of the City Council Authorizing Execution of an Intergovernmental Agreement with the Missouri Highways and Transportation Commission for the City's Acceptance of Certain Grant Funds and Contribution of Local Match Funding for Public Improvements Included in the Route MM Realignment Project (Greene County Job Number 8S0836D).**

Motion was made by Council Member Harter and seconded by Council Member Neal to have the first reading of Bill 24-55 by title only. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. 0 Nay. Motion Carried. Karen Haynes gave an overview of the bill. Mayor Franklin reminded Council that this is a first read and to get with staff prior to the next meeting with any questions.

7. **24-56 An Ordinance of the City Council Approving Execution of a Developer Agreement with Empire District Electric Company for Parking Lot Access for the Future Morris Park on West State Highway 174.**

Motion was made by Council Member Harter and seconded by Council Member Neal to have the first reading of Bill 24-56 by title only. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. 0 Nay. Motion Carried. Stefani Fitzpatrick-Duncan gave an overview of the bill. Mayor Franklin reminded Council that this is a first read and to get with staff prior to the next meeting with any questions.

### Other Business (Resolutions)

8. **24-R-38 A Resolution of the City Council Awarding the Bid for Stormwater Materials for the Iron Grain Lane Project to Scurlock Industries of Springfield, Inc.**

Motion was made by Council Member Neal and seconded by Council Member Harter to take up Resolution 24-R-38. Angel Falig presented the Resolution and answered questions of Council. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. 0 Nay. Motion Carried.

9. **24-R-39 A Resolution of the City Council Authorizing Supplemental Agreement No. 3 for the Shuyler Creek Trail Project (STBG-6900 (813)) with Olsson Engineering for Additional Engineering Services in the Amount of \$64,113.85.**

Motion was made by Council Member Campbell and seconded by Council Member Neal to take up Resolution 24-R-39. Karen Haynes presented the Resolution and answered questions of

Council. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. 0 Nay. Motion Carried.

**10.24-R-40 A Resolution of the City Council Authorizing Execution of a Task Order for Engineer-Owner Agreement for Task Order No. 16 With Burns and McDonnell Engineering Co., Inc. Relating to Phase One of the Water Master Plan Update.**

Motion was made by Council Member Neal and seconded by Council Member Harter to take up Resolution 24-R-40. Karen Haynes presented the Resolution and answered questions of Council. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. 0 Nay. Motion Carried.

**11.24-R-41 A Resolution of the City Council Designating Two Economic Development Focus Areas for the Missouri Department of Transportation's Statewide Transportation Improvement Program Prioritization.**

Motion was made by Council Member Harter and seconded by Council Member Neal to take up Resolution 24-R-41. Karen Haynes presented the Resolution and answered questions of Council. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. 0 Nay. Motion Carried.

**12.24-R-42 A Resolution of The City Council Awarding the Bid for Supply of Water Main Materials for Lot 7 of the Hankins Farm Planned Development District to Schulte Supply, Inc.**

Motion was made by Council Member Gerke and seconded by Council Member Harter to take up Resolution 24-R-42. Angel Falig presented the Resolution and answered questions of Council. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. 0 Nay. Motion Carried.

### Reports from Staff

Chief of Staff Lisa Addington thanked staff for the great job done tonight, noting there was a lot of heavy lifting on this agenda. Mrs. Addington wished Laura a happy birthday.

Chief of Staff Lisa Addington directed everyone's attention to the Administrator's Report, noting it includes information regarding the City's intent to issue a Request for Qualifications using the Construction Manager at Risk project delivery method for a potential new City Hall/Administrative building. The City is looking to construct this building as an expansion of the existing BUILDS Department building, consistent with the Project Exodus initiatives to bring City officials and staff back into a workplace more supportive of collaboration amongst the various Departments of the City. The section in the Administrator's Report includes some basic background information as well as the selection criteria that will be used in the evaluation process. For anyone who is interested in that information, she encouraged them to review this section of the report. The RFQ is expected to be published next Wednesday.

Chief of Staff Lisa Addington noted a document provided to Council from the Police regarding comprehensive data on the roundabout at Hines and Lynn. Mrs. Addington noted we have received concerns regarding the roundabout so staff compiled data, adding we are implementing safety enhancements such as flashing yield signs along with Facebook posts with instructions on roundabout use.

Chief of Staff Lisa Addington provided an update on Project Genesis, noting the consultant was here last week for evaluation and preparation. Mrs. Addington noted we appreciate having them here and they added efficiency gains in the interim prior to implementing new software.

Chief of Staff Lisa Addington noted the city partnered with Ozark Food Harvest, and staff donated 310 pounds of food, which is the equivalent of 270 meals. Mrs. Addington thanked all the staff who donated.

Chief of Staff Lisa Addington gave a shout out to Garry Wilson, noting she hopes he is recovering well and will be at the next meeting.

Mayor Franklin thanked staff for the changes in the September meetings, noting some Council Members will be attending the MML conference next week to learn new information and network. Mayor Franklin expressed his appreciation for the opportunity to attend. Mayor Franklin noted Council Member Brian Fields is now certified as a Certified Municipal Official. Mayor Franklin noted the program is designed to be completed in two years and he knocked it out. Mayor Franklin noted that he and Mr. fields will both be on stage representing Republic in receiving certifications.

Mayor Franklin thanked city staff for the work on the agenda. Mayor Franklin also thanked Mr. Cash for coming to speak on something encouraging.

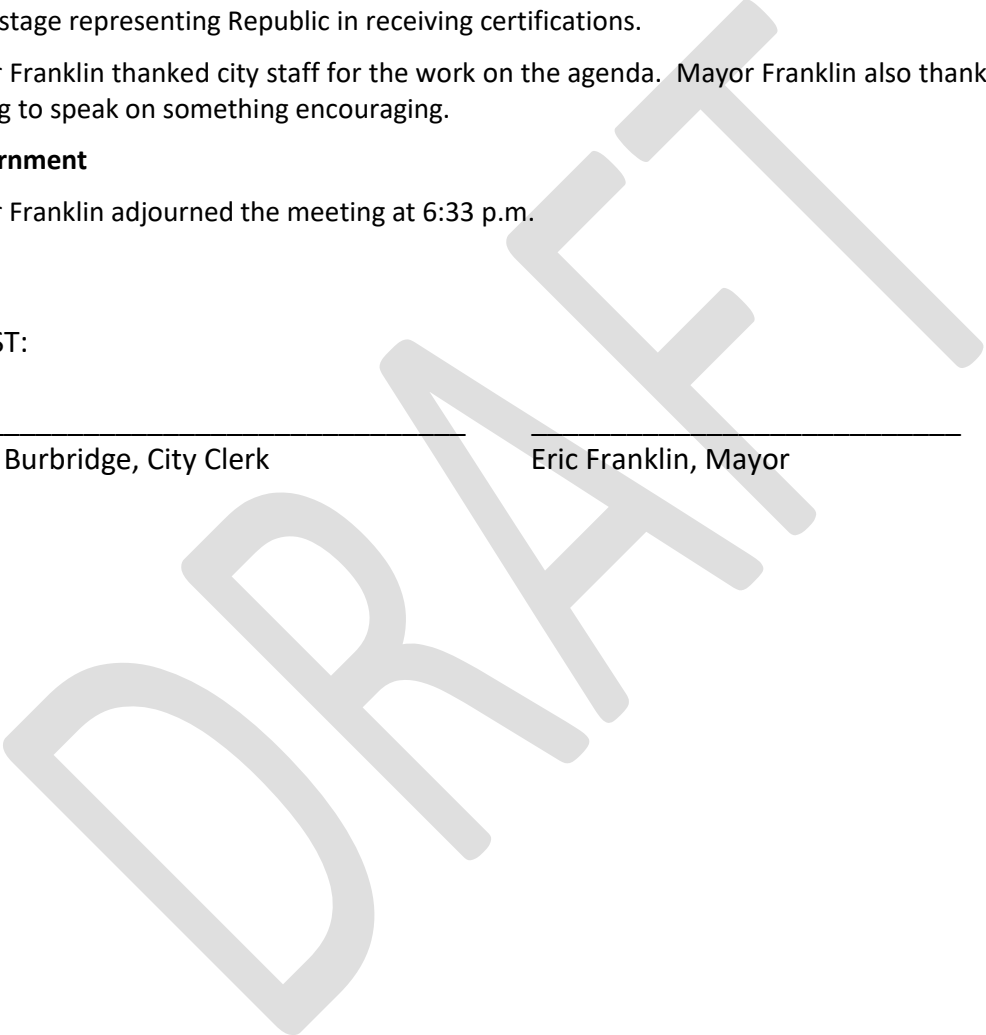
**Adjournment**

Mayor Franklin adjourned the meeting at 6:33 p.m.

ATTEST:

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

\_\_\_\_\_  
Eric Franklin, Mayor





## AGENDA ITEM ANALYSIS

Project/Issue Name: 24-R-43 A Resolution of the City Council Approving the Dates for Meetings of the City Council, Planning and Zoning Commission, and Board of Adjustment During Calendar Year 2025.

Submitted By: Laura Burbridge, City Clerk

Date: October 1, 2024

### Issue Statement

To review and approve the City Council and other meeting dates for 2025.

### Discussion and/or Analysis

Council Meetings will remain on the first and third Tuesdays of each month except for the following meetings:

- Only 1 meeting in July on July 15<sup>th</sup>
- Second August meeting moved due to the tax levy to August 26<sup>th</sup>
- First September meeting removed due to the meeting on August 26<sup>th</sup>
- Only 1 meeting in December moved to 2<sup>nd</sup> week on December 9<sup>th</sup>

Planning and Zoning Commission will remain on the second Monday except for the following meetings:

October is moved to October 6<sup>th</sup> for Columbus Day.

November is moved to November 1<sup>st</sup> for Veteran's Day.

December is moved up a week to provide time between Planning and Zoning and the Council Meeting.

After the meeting dates have been approved by City Council, the dates will be published in The Greene County Commonwealth newspaper. Holidays have been taken into consideration.

### Recommended Action

Staff recommends approval.

**A RESOLUTION OF THE CITY COUNCIL APPROVING THE DATES FOR MEETINGS OF THE CITY COUNCIL, PLANNING AND ZONING COMMISSION, AND BOARD OF ADJUSTMENT DURING CALENDAR YEAR 2025**

**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 Council generally meets twice per month; and

**WHEREAS**, other City Commissions and Committees, including the Planning and Zoning Commission and the Board of Adjustment, generally meet once per month; and

**WHEREAS**, in order to provide the citizens with information on meeting dates with as much advance notice as possible, and to encourage citizen participation at those meetings, the City Council finds it in the best interest of the citizens to publish a list of the dates for all regular meetings of the City Council, as well as other City Commissions and Committees, for the upcoming calendar year.

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

**Section 1.** The list of 2025 City Council and other 2025 City Committees and Commissions meeting dates, attached hereto and labeled “Attachment 1,” is hereby approved.

**Section 2.** The City Clerk is hereby authorized and directed to publish the 2025 City Council and other 2025 meeting dates in *The Greene County Commonwealth* newspaper and on the City’s website.

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

**Section 4.** This Resolution shall take effect after passage as provided by law.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Republic, Missouri this 1st day of October, 2024.

\_\_\_\_\_  
Eric Franklin, Mayor

**ATTEST:**

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

**Approved as to Form:**

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

Megan McCullough, City Attorney

**]Final Passage and Vote:**





## 2025 Council Meeting Dates

<b>January 2025</b>	
January 2, 2025	Board of Adjustment Meeting
January 7, 2025	City Council Meeting
January 13, 2025	Planning and Zoning Meeting
January 21, 2025	City Council Meeting
<b>February 2025</b>	
February 4, 2025	City Council Meeting
February 6, 2025	Board of Adjustment Meeting
February 10, 2025	Planning & Zoning Meeting
February 18, 2025	City Council Meeting
<b>March 2025</b>	
March 4, 2025	City Council Meeting
March 6, 2025	Board of Adjustment Meeting
March 10, 2025	Planning & Zoning Meeting
March 18, 2025	City Council Meeting
<b>April 2025</b>	
April 1, 2025	City Council Meeting
April 3, 2025	Board of Adjustment Meeting
April 14, 2025	Planning & Zoning Meeting
April 15, 2025	City Council Meeting
<b>May 2025</b>	
May 1, 2025	Board of Adjustment Meeting
May 6, 2025	City Council Meeting
May 12, 2025	Planning & Zoning Meeting
May 20, 2025	City Council Meeting
<b>June 2025</b>	
June 3, 2025	City Council Meeting
June 5, 2025	Board of Adjustment Meeting
June 9, 2025	Planning & Zoning Meeting
June 17, 2025	City Council Meeting
<b>July 2025</b>	
July 3, 2025	Board of Adjustment Meeting

July 14, 2025	Planning & Zoning Meeting
July 15, 2025	City Council Meeting
<b>August 2025</b>	
August 5, 2025	City Council Meeting
August 7, 2025	Board of Adjustment Meeting
August 11, 2025	Planning & Zoning Meeting
August 26, 2025	City Council Meeting (Meeting moved to set the 2025 Tax Levy)
<b>September 2025</b>	
September 4, 2025	Board of Adjustment Meeting
September 8, 2025	Planning & Zoning Meeting
September 16, 2025	City Council Meeting
<b>October 2025</b>	
October 2, 2025	Board of Adjustment Meeting
October 6, 2025	Planning & Zoning Meeting (Moved for Columbus Day)
October 7, 2025	City Council Meeting
October 21, 2025	City Council Meeting
<b>November 2025</b>	
November 1, 2025	Planning & Zoning Meeting (move for Veteran's Day)
November 4, 2025	City Council Meeting
November 6, 2025	Board of Adjustment Meeting
November 18, 2025	City Council Meeting
<b>December 2025</b>	
December 1, 2025	Planning & Zoning Meeting (moved for 1 Council Meeting)
December 4, 2025	Board of Adjustment Meeting
December 9, 2025	City Council Meeting (Meeting moved due to only one meeting in December)



## AGENDA ITEM ANALYSIS

Project/Issue Name: 24-55 An Ordinance of the City Council Authorizing Execution of an Intergovernmental Agreement with the Missouri Highways and Transportation Commission for the City's Acceptance of Certain Grant Funds and Contribution of Local Match Funding for Public Improvements Included in the Route MM Realignment Project (Greene County Job Number 8S0836D).

Submitted By: Karen Haynes, Community Development Director.

Date: October 1, 2024

### Issue Statement

The BUILDS Department is requesting approval authorizing the City Administrator to execute an Inter-Governmental Agreement (IGA) with the Missouri Highway Transportation Commission (MHTC), for acceptance of Grant Awards and authorizing matching funds for public improvement projects on State Route MM (MM Realignment Project).

### Discussion and/or Analysis

The Inter-Governmental Agreement (IGA) formalizes our acceptance of grant funding and authorization of the required local match funding for public improvement projects along the State Highway MM Realignment Project, including continuation of the existing multi-use path, pedestrian underpass, and utilization of escrow funds for the planned intersection improvement at West Farm Road 160.

Council approved a Resolution April 11, 2023, authorizing the submittal for grant funding for the multi-use path and pedestrian underpass for the project; the City was awarded the funding for both public improvements on August 25, 2023.

The multi-use path project includes continuation of the existing multi-use path in the Stone Creek Falls Development, north, to the approach of the planned bridge over the Railroad; the path consists of approximately 2800 linear feet. The City is partnering with the Missouri Department of Transportation (MODOT) on the project; the City's estimated local match for the project cost is \$62,727 and acceptance of a Transportation Alternative Program (TAP) Grant in the amount of \$250,910.

The pedestrian underpass will connect the multi-use path to future planned pedestrian facilities along the corridor, which will provide opportunities for pedestrian connectivity to the City's future Park. The City is responsible for the cost of the project, which will include a \$61,447 local match and acceptance



of a Transportation Alternative Program (TAP) Grant in the amount of \$245,787.

The IGA also formalizes the City's contribution of \$436,266, held in escrow by the City from Amazon, for future required improvements to the intersection of West Farm Road 160 and State Highway MM; the City of Republic and Amazon entered into a Developers Agreement outlining the escrow terms, with concurrence from MODOT, executed October 2020. MODOT's State Highway MM Realignment Project includes a planned roundabout at the intersection.

MODOT is working on final plans for the MM Realignment Project and is anticipating letting the project late spring 2025; the project in its entirety will be managed by MODOT.

**Recommended Action**

Staff recommends approval.

**AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE CITY’S ACCEPTANCE OF CERTAIN GRANT FUNDS AND CONTRIBUTION OF LOCAL MATCH FUNDING FOR PUBLIC IMPROVEMENTS INCLUDED IN THE ROUTE MM REALIGNMENT PROJECT (GREENE COUNTY JOB NUMBER 8S0836D)**

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

**WHEREAS**, the Missouri Highways And Transportation Commission (“MHTC”) is partnering with the City to bring improvements along the new Highway MM alignment including, among others, continuation of the existing multi-use trail and a pedestrian underpass; and

**WHEREAS**, on or about April 11, 2023, via Resolution 23-R-23, the Council authorized the City’s submission of applications for certain grant funding to be used toward the trail extension and the pedestrian underpass; and

**WHEREAS**, the City submitted its applications for the funding and on or about August 25, 2023, was awarded the funding for both public improvements; and

**WHEREAS**, the Inter-Governmental Agreement (IGA) formalizes our acceptance of grant funding and authorization of the required local match funding for public improvement projects along the State Highway MM Realignment Project; and

**WHEREAS**, the pedestrian underpass will connect the multi-use path to future planned pedestrian facilities along the corridor, which will provide opportunities for pedestrian connectivity to the City’s future Park; and

**WHEREAS**, The City is responsible for the cost of the project, which will include a \$31,878 local match and acceptance of a Transportation Alternative Program (TAP) Grant in the amount of \$127,511; and

**WHEREAS**, the Council finds it in the best interest of the City to approve the IGA with MHTC, as it will provide additional pedestrian connectivity and increase trail connectivity in the City.

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

- Section 1:** The Mayor, on behalf of the City, is authorized to enter into an Intergovernmental Agreement with Missouri Highways and Transportation Commission setting forth the terms and conditions of the agreement between the parts, to be in substantially the same form as that attached hereto and labeled “Attachment 1.”
- Section 2:** The Mayor and/or the City Administrator, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 3:** The WHEREAS clauses above are specifically incorporated herein by reference.

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

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

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

**Attest:**

\_\_\_\_\_  
Eric Franklin, Mayor

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

**Approved as to Form:**

  
\_\_\_\_\_

Megan McCullough, City Attorney

Final Passage and Vote:

CCO Form: DE63	Municipal and Cost Apportionment Agreement
Approved: 12/17 (BDG)	Route: MM
Revised: 03/24 (TLP)	County: Greene
Modified:	Job No.:8S0836D
	Agreement No.: 2024-03-83590

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
MUNICIPAL AND COST APPORTIONMENT AGREEMENT**

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

WITNESSETH:

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

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route MM, Greene County, Job No. 8S0836D shall consist of widening Route MM (Brookline Avenue), relocation of Route MM from Farm Road 160 to Route 60, including a railroad overpass, intersection improvements at Farm Road 160 and Route 60, shared use path east of BNSF railway to Route 60, and a shared use path underpass east of BNSF railway.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

On Route MM, Greene County, from Haile Street to Farm Road 160; then on a new alignment over the BNSF Cherokee Subdivision to Route 60 near the intersection with Farm Road 103.

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

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

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. 8S0836D. The parties'

responsibilities with respect to the funding of said improvements are outlined further herein.

(6) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Commission will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Commission will acquire right-of-way as needed for the project in accordance with Commission requirements.

(C) The Commission will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Commission will solicit bids for the herein improvement in accordance with plans developed by the Commission, or as the plans may from time to time be modified in order to carry out the work as contemplated.

(D) The Commission will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(7) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to as follows:

(A) COST APPORTIONMENT COMPONENTS: The City's contribution shall consist of a lump sum amount to partially fund intersection improvements at Route MM and Farm Road 160, a fifty-fifty percent (50%-50%) cost apportionment for a shared use path from east of BNSF Railway to Route 60, and the City will pay the total project (100%) cost of a shared use path underpass east of BNSF railway.

(B) LUMP SUM INTERSECTION: The City shall contribute four hundred thirty-six thousand, two hundred sixty-six dollars (\$436,266), no more and no less, toward intersection improvements at Route MM and Farm Road 160.

(C) SHARED-USE PATH: The City and Commission will share the cost of the shared-use path equally (50%-50%). The total cost of the shared use path includes preliminary engineering, construction engineering, and construction, and is estimated to be five hundred forty-eight thousand, three hundred eighty-two dollars (\$548,382). The City will be responsible for fifty percent (50%) of the total project cost, estimated to be two hundred seventy-four thousand, one hundred ninety-one dollars (\$274,191). Of this amount, the City agrees the Commission may program up to two hundred nineteen thousand, three hundred fifty-three dollars (\$219,353) of Transportation Alternatives



Program (TAP) Funds allocated to the City by the Ozarks Transportation Organization and the City will provide fifty-four thousand, eight hundred thirty-eight dollars (\$54,838) in local cash for required match. The Commission will also be responsible for fifty percent (50%) of the total project cost, estimated to be two hundred seventy-four thousand, one hundred ninety-one dollars (\$274,191). Of this amount, the Commission will receive a credit for preliminary engineering and construction engineering, estimated to be one hundred fifty-six thousand, six hundred eighty dollars (\$156,680). The remainder of the Commission's contribution, estimated to be one hundred seventeen thousand, five hundred eleven dollars (\$117,511), will come from the Commission's district distributed construction funds. The City and Commission agree that final engineering costs will be calculated on a pro-rata share of the shared-use path construction cost to the total project construction cost. The City and Commission will share cost overruns and cost savings equally. If the City incurs overruns, the City agrees that the Commission may program an additional one hundred twenty-two thousand, six hundred forty-seven dollars (\$122,647) of TAP funds, with the City providing required match in local cash. The maximum potential contribution of TAP funds is thus three hundred forty-two thousand dollars (\$342,000) toward the City's share of the shared-use path component of the project. For overruns beyond this amount, the City agrees the Commission may program STBG-Urban funds allocated by the Ozarks Transportation Organization up to a total of eighty thousand dollars (\$80,000), with the City providing required matching funds in cash. Any of the City's share of cost overruns over these amounts will be paid in local cash.

(D) SHARED-USE PATH UNDERPASS: The City shall be responsible for the total cost (100%) of the Shared Use Path Underpass. The total cost of the shared use path underpass includes preliminary engineering, construction engineering, and construction and is estimated to be one hundred fifty-nine thousand, three hundred eighty-nine dollars (\$159,389). Of this amount, the City agrees the Commission may program up to one hundred twenty-seven thousand, five hundred eleven dollars (\$127,511) of Transportation Alternatives Program (TAP) funds allocated by the Ozarks Transportation Organization. The City will provide the required local match in cash, currently estimated to be thirty-one thousand, eight hundred seventy-eight dollars (\$31,878). The City and Commission agree that final engineering costs will be calculated on a pro-rata share of the shared-use path underpass construction cost to the total project construction cost. The City will be responsible for all overruns and will receive any savings for the shared use path underpass. If the City incurs any overruns, the City agrees the Commission may program up to an additional two hundred thousand dollars (\$200,000) of STBG-Urban funds allocated by the Ozarks Transportation Organization. The City will provide local cash to match these funds. Any of the City's share of cost overruns over these amounts will be paid in local cash.

(E) REMAINING PROJECT OVERRUNS AND SAVINGS: For the Shared-Use path, the City and Commission will share overruns and underruns equally. City share of overruns to be 20% local and 80% TAP up to a maximum \$342,000 TAP; then 80% STBG-Urban. For the Shared-Use Underpass, the City is responsible for 100% of overruns and receives 100% of savings. City overruns shall be 20% local and 80% STBG-Urban. For the remainder of project, the Commission is responsible for 100% of

overruns and receives 100% of savings. The City's contribution to Route MM and Farm Road 160 intersection is a lump sum.

(F) **CITY CASH CONTRIBUTION:** The City's current total estimated cash contribution is five hundred twenty-two thousand, nine hundred eighty-two dollars (\$522,982). The City shall remit a check in the amount of five hundred twenty-two thousand, nine hundred eighty-two dollars (\$522,982) no later than five (5) days prior to the Commission's advertisement of the project for bids. This check should be made payable to *Missouri Highways and Transportation Commission – Credit Local Fund*. If the City fails to make the deposit, the Commission is under no obligation to continue with the project.

(G) If, at the time of the letting, the lowest responsive bid is higher than the estimated construction and inspection cost amount, the City, upon written notification from the Commission shall remit a check in the amount of its share of the difference between the estimated amount and the lowest responsive bid no later than one (1) day prior to the date of the Commission meeting wherein the subject bid will be considered for award or a later date set by the Commission in its sole discretion. In the event the Commission, in its sole discretion, extends the day the City payment is due, it shall notify the City of the new due date in writing, which shall be binding immediately upon the City's receipt of the written notice. The check must be made payable to the *Missouri Highways and Transportation Commission – Credit Local Fund*. The Commission, in its sole discretion, reserves the right to take action at the said Commission meeting and either reject all bids if the City fails to make the payment by the due date, or award the contract to the lowest responsive bidder contingent upon receipt of the additional funds from the City by the extended due date. If the Commission makes a contingent award of the contract and the City fails to make the required deposit(s) by the extended due date, the contingency of the contract award by the Commission shall be deemed unsatisfied, the award of the contract shall be deemed null and void and the Commission shall be under no obligation to continue with the project.

(8) **COMMINGLING OF FUNDS:** The City agrees that all funds deposited by the City, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the *Local Fund* and credited to the project. If the amount deposited plus any applicable credited interest with the Commission shall be less than the actual obligation of the City for this project, the City, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds or interest credited to the City shall be refunded to the City based on its pro rata share of the investment.

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

(10) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans. When the Commission deems it necessary to close Commercial Avenue, Farm Road 164, Farm Road 103, Farm Road 170, Haile Street, Orr Street, Stone Creek Drive, Stone Falls Road, and Farm Road 168 permanently during construction, the City shall be advised in time to make provisions for the diversion and rerouting of traffic.

(11) RIGHT-OF-WAY ACQUISITION:

(A) Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire any necessary right-of-way required for the construction of the improvement.

(B) The portion of state highway covered by this Agreement shall be a limited access highway between stations 39+58.01 and 47+37.08. Rights of access between the highway and abutting property shall be procured or conveyed and the cost classified as right-of-way cost and paid for in the same manner as other right-of-way costs. Only such rights of ingress and egress shall be allowed as indicated on the plans approved by the Commission and FHWA.

(12) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

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

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

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

(13) LIGHTING: The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

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

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

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

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

improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(18) MAINTENANCE:

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

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

(C) Effective upon completion of construction, the Commission shall transfer ownership to the City, and the City will accept the portions of existing highways within City replaced by this improvement.

(D) The City shall inspect and maintain the sidewalks constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

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

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

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

(20) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (19) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon

completion of the improvement.

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

(22) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

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

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

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

(26) INDEMNIFICATION: 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.

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

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

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

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

- (A) To the City:  
Mr. David Cameron  
City Administrator  
City of Republic  
213 North Main  
Republic, MO 65738  
DCameron@republicmo.com
- (B) To the Commission:  
Ms. Stacy Reese  
District Engineer  
Missouri Department of Transportation  
3025 E. Kearney  
Springfield, MO 65803  
Stacy.Reese@modot.mo.gov

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

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

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

(33) 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.

(34) 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.

(35) 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.

(36) 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.

(37) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(38) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement.

(39) NO INTEREST: By contributing to the cost of this project or improvement, the City gains no interest in the constructed roadway or improvements on Commission right of way whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(40) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the City for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the City with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the City's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the City's request for a refund pursuant to this provision



must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(41) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(42) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(43) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

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

*[remainder of page intentionally left blank]*

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

Executed by the City on \_\_\_\_\_(Date).

Executed by the Commission on \_\_\_\_\_(Date).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF REPUBLIC

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

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

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

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

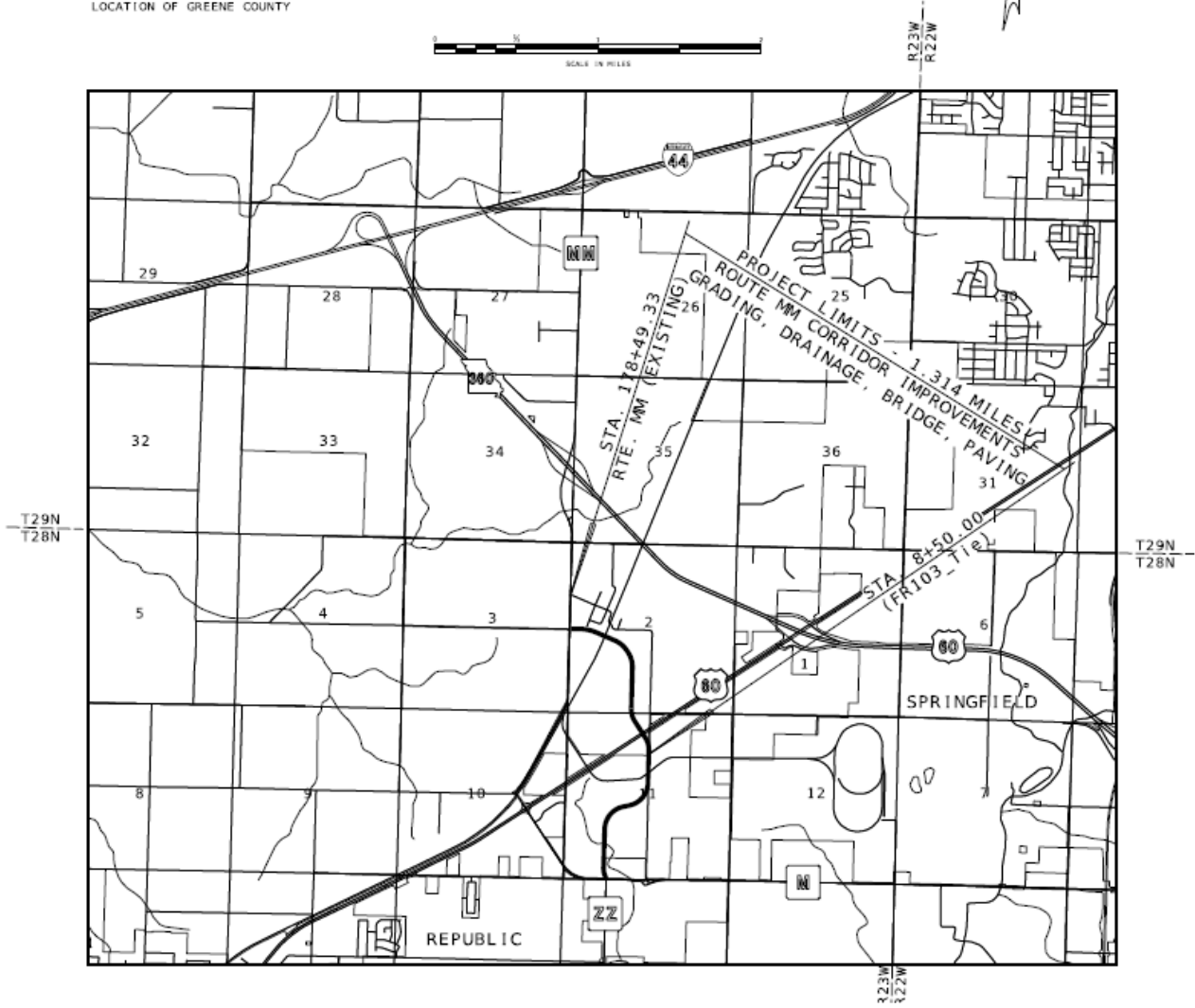
Title: \_\_\_\_\_

Ordinance Number \_\_\_\_\_

# EXHIBIT A



## 8S0836D Location Map



**Exhibit B**

**Project Name:** Route MM Relocation and Railroad Overpass  
**MoDOT Job Number:** 8S0836D  
**Description:** Relocate Brookline Avenue, add railroad grade separation and sidewalks from County Road 160 to Rte. 60 in Republic.

**Project Estimate**

	Total Project	Rte. MM and FR 160 Intersection Lump Sum	Shared-use Path (50%-50%)	Shared-use Path Underpass (100% City)
Preliminary Engineering	\$3,999,000	\$0	\$70,506	\$20,493
Right-of-way	\$6,034,000	\$0	\$0	\$0
Right-of-way Incidentals	\$80,000	\$0	\$0	\$0
Utilities	\$265,000	\$0	\$0	\$0
Construction w/ Contingency	\$23,128,000	\$436,266	\$391,702	\$113,849
Non-contractuals	\$200,000	\$0	\$0	\$0
Inspection and Letting	\$4,888,000	\$0	\$86,174	\$25,047
<b>Total</b>	<b>\$38,594,000</b>	<b>\$436,266</b>	<b>\$548,382</b>	<b>\$159,389</b>

**Project Responsibilities**

Preliminary Engineering	MoDOT
ROW Acquisition	MoDOT
Letting	MoDOT
Inspection	MoDOT

**Financial Responsibilities**

City of Republic - Intersection	\$436,266			Total Local Share
City of Republic - Share Use Path	\$54,838			\$869,846
City of Republic - Underpass	\$31,878			
OTO - Shared Use Path - TAP	\$219,353			
OTO - Underpass - TAP	\$127,511			
MoDOT Operating Budget	\$8,967,000			Total MoDOT Share
MoDOT SW Distributed Funds	\$28,757,154			\$37,724,154

**How are overruns and underruns handled?**

Shared-Use path: City and Commission share overruns and underruns equally. City share of overruns to be 20% local and 80% TAP up to a maximum \$342,000 TAP; then 80% STBG-Urban.

Underpass: City is responsible for 100% of overruns and receives 100% of savings. City overruns to be 20% local and 80% STBG-Urban.

Remainder of project: Commission is responsible for 100% of overruns and receives 100% of savings. City contribution to Rte. MM and Farm Road 160 intersection is a lump sum.



## AGENDA ITEM ANALYSIS

Project/Issue Name: 24-56 An Ordinance of the City Council Approving Execution of a Developer Agreement with Empire District Electric Company for Parking Lot Access for the Future Morris Park on West State Highway 174.

Submitted By: Stefani Fitzpatrick-Duncan, Engineer

Date: October 1, 2024

### Issue Statement

The BUILDS Department is requesting approval authorizing the City Administrator to enter into a Developer's Agreement with Liberty Utilities for the dedication of a parking area for a future City Park near State Hwy 174 in exchange for the incorporation of stormwater improvements.

### Discussion and/or Analysis

The City owns a parcel of land along Highway 174 which was donated to the City (via Ordinance 21-71) to be used for the development of Joshua Morris Park. Stormwater improvements are necessary at this location to facilitate use of the property.

The City's future stormwater improvements will include stormwater detention for proposed improvements to Liberty Utilities' adjacent parcel. The detention required for Liberty Utilities' development will be incorporated into the City's overall design for the stormwater improvement, in exchange for the dedication of a 0.423 acre parking area to serve a future City Park.

### Recommended Action

Staff recommends approval.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING EXECUTION OF A DEVELOPER AGREEMENT WITH EMPIRE DISTRICT ELECTRIC COMPANY FOR PARKING LOT ACCESS FOR THE FUTURE MORRIS PARK ON WEST STATE HIGHWAY 174**

**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 Empire District Electric Company (“Empire”) acquired approximately 4.8 acres of real property located at 503 North West Avenue for a future Republic location; and

**WHEREAS**, the location is adjacent to the land donated to the City of Republic for the future Morris Park; and

**WHEREAS**, Empire has agreed to donate a portion of their real property for use by the City of Republic for parking at the future Morris Park; and

**WHEREAS**, the Council finds the Developer Agreement is in the City’s best interest to allow ease of access to the future park.

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

**Section 1:** The City Administrator or his/her designee, on behalf of the City, is authorized to enter into a Developer Agreement with the Empire District Electric Company (“Empire”) for parking access for Morris Park, in substantially the same form as Attachment 1.

**Section 2:** The City Administrator, or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.

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

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

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

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

**Attest:**

\_\_\_\_\_  
Eric Franklin, Mayor

---

Laura Burbridge, City Clerk

**Approved as to Form:**



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Megan McCullough, City Attorney

**Final Passage and Vote:**

## Attachment 1

### DEVELOPER AGREEMENT

**THIS DEVELOPER AGREEMENT** (“Agreement”) is entered into as of the date and year on which the final party hereto affixes his/her/its signature(s) below, by and between the City of Republic Missouri (“City”) and The Empire District Electric Company, d/b/a Liberty Utilities, a foreign for-profit corporation in good standing with the Missouri Secretary of State (“Liberty Utilities”) (“Developer” and/or “Liberty”). City and Developer are referred to together herein as the “Parties.”

**WITNESSETH:**

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

**WHEREAS**, Developer is a foreign for-profit corporation in good standing with the Missouri Secretary of State and licensed to do business in the State of Missouri, including Greene County, Missouri; and

**WHEREAS**, Developer is currently the owner of certain parcels of real property consisting of approximately 18,410 square feet of land located in the City of Republic, Missouri, the legal descriptions for which are included on **Exhibits 1 and 2 (and more specifically, on Exhibit 1, EXHIBIT “A” and Exhibit 2, EXHIBIT “A”)**, attached and incorporated by reference herein into this Agreement (both parcels are referred to together as “the Property”); and

**WHEREAS**, Developer is additionally the owner of land located immediately adjacent to the Property, on which Developer will be required to construct certain stormwater detention improvements in order to develop the land for future use under the City’s permitting and other code requirements (“Developer’s Property”); and

**WHEREAS**, Developer wishes to transfer interest in the Property, consisting of approximately 18,410 square feet of land, to the City for public purpose use in exchange for the City’s agreement to incorporate any necessary stormwater improvements required to satisfy Developer’s stormwater detention requirements for Developer’s Property into improvements the City will be constructing on or near the Property; and

**WHEREAS**, Developer’s transfer of interest in the Property to the City is intended to be a donation to the City, to be effected through delivery of a Deed of Dedication, attached hereto as **Exhibit 1**, and a Quit Claim Deed, attached hereto as **Exhibit 2**, to the City; and

**WHEREAS**, a private donation of land to the City for a public purpose use is permitted under Republic Municipal Code Section 410.100 (“Platting Exceptions”), and is not subject to the minor subdivision requirements regulations otherwise contained in Chapter 140; and

**WHEREAS**, the City intends to use the dedicated Property for public use, tentatively to provide parking for a proposed future City park, if approved by City Council and subject to the availability of necessary funding; and

**WHEREAS**, the Parties now enter into this Agreement with the intention of being bound by its terms and conditions, and with the understanding and acknowledgement that this Agreement is expressly contingent upon the approval of the City Council.



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

1. **Ability to Contract:** Developer represents and warrants that it holds all ownership interest in the Donated Property and Subject Property subject to the terms of this Agreement, and that it has the legal authority and capacity to enter into this Agreement and fulfill all terms contained herein. City represents and warrants that it has the legal authority and capacity to enter into this Agreement and fulfill all terms contained herein.
2. **Public Improvements:**
  - a. **Scope of Work Under This Agreement:** In exchange for Developer's dedication of the Property and other promises contained herein, City agrees to perform the following work under this Agreement ("Public Improvements" and/or "Work"):
    - i. City will, at its own cost, incorporate any necessary stormwater improvements deemed required in order for Developer to satisfy applicable stormwater detention requirements for Developer's Property into City's planned construction of stormwater improvements on or about the Property for public use.
    - ii. Unless otherwise specified in this Agreement or as modified by written amendment executed by the Parties, City will be the sole judge of the work required to fully and properly complete construction of the Public Improvements and meet any other obligations of the City under this Agreement, including but not limited to, the work to be performed, the contractors or subcontractors hired to do the work being performed, the engineer(s) selected, the construction methods used, the equipment, materials and supplies to be used, and providers of such equipment, materials and supplies.
    - iii. The Public Improvements may include, but are not necessarily limited to, the construction of a berm to relieve stormwater runoff or flooding to the north of the Property.
    - iv. The City shall be solely responsible for the acquisition of all necessary permitting for the Work, as determined within its sole discretion, including but not necessarily limited to, acquisition of the floodplain permit expected to be required.
    - v. In the event the City constructs a parking lot on the Property, such parking lot is intended for use only by the City or as otherwise allowed by the City for public purposes, and any such parking spaces or facilities erected on the Property shall not be available for use by Developer, including Developer's owners, representatives, employees, or agents, or by Developer's guests, customers, visitors, clients, invitees, tenants or the like, for access to Developer's Property or for any other use of Developer's Property.
    - vi. All specifications for the Work shall be established, determined and documented in the Final Approved Infrastructure Plans.

**b. Construction Period:**

- i. City's performance of the Work shall commence upon completion and approval of the Final Infrastructure Plans, as approved by the City.
- ii. The Parties may agree upon a date certain by which the Work must be completed following execution of this Agreement; provided, that any such agreement is made by written amendment to this Agreement and executed by both Parties. Notwithstanding any such amendment specifying a date certain for completion of the Work, the Parties herein acknowledge that the City's completion of the Public Improvements by any date certain is expressly contingent upon timely delivery to the City of all engineering and other infrastructure plans required for the City to perform the Work.
- iii. Nothing contained in this paragraph or this Agreement shall be construed to restrict City's right to construct the Public Improvements at any time prior to the estimated date shown hereinabove, or to continue constructing the Public Improvements after the estimated date shown hereinabove, so long as City is making substantial and continuing progress toward completion of the Public Improvements.
- iv. The time for completion of the Work shall be extended as necessary to accommodate delayed progress of the Public Improvements due to changes in work, any act or omissions of Developer or its employees, agents, or representatives that are contrary to this Agreement or any other cause that is not reasonably foreseen or beyond the control of City, its subcontractors, or suppliers including, but not limited to acts of God, acts of a government authority, natural or manmade disaster, delay in the transportation or shortages of materials or equipment, abnormal weather conditions or labor disputes.

**c. Site Access:** If at any time during the course of this Agreement, the City should need to access Developer's Property for the purpose of completing the Work or otherwise satisfying any of its obligations under this Agreement, Developer agrees to provide the City, including its employees, workers, subcontractors, suppliers, and other authorized representatives, with reasonable access to Developer's Property only to the extent necessary for completing the Work.

**3. Easements:** Developer agrees to execute any easements and/or rights-of-way that may be required in order for the City to complete the Work and, if applicable, to provide any ongoing maintenance as needed or otherwise appropriate. Said easements will be provided by Developer to the City at no cost to the City. The Parties additionally acknowledge and agree that City may need to acquire further easements and/or rights-of-way from Developer to allow for changes or extensions to the Work that may be deemed necessary or appropriate following execution of this Agreement. The Parties agree to negotiate in good faith to allow City to acquire such further easements from Developer as become necessary. Should any easements and/or rights-of-way under this Agreement not be in use or no longer be necessary for the Parties to satisfy all terms of this Agreement, the City agrees to take the reasonably necessary steps to vacate said easements and/or rights-of-way within ninety (90) days of being notified by Developer of its desire to vacate the easements and/or rights-of-way executed pursuant to this Agreement. The Parties agree and understand such vacation

requires multiple steps, including a public hearing, a hearing and recommendation before the City's Planning and Zoning Commission, and approval by the City Council through an Ordinance.

4. **Conflict of Interest:** No salaried director, 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 null and void in its entirety. The Parties expressly acknowledge that violation of any applicable federal law, federal regulation, state law, including specifically the provisions contained in Section 105.450 *et seq.*, RSMo., or the Republic Municipal Code, committed in connection with execution of this Agreement or performance of any obligations under this Agreement, shall constitute grounds for immediate termination of this Agreement by the non-violating party.
5. **Entire Agreement:** This Agreement contains the entire Agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements unless excluded herein. This Agreement may not be modified or amended other than in writing as agreed to by the Parties.
6. **Default by City and Termination:** If the City shall fail to timely and satisfactorily fulfill its obligations under this Agreement due to its own delay or any other cause attributable to and within the control of the City, become insolvent, or violate any of the covenants, agreements or stipulations contained in this Agreement, the Developer shall deliver written notice of such failure to City, and if such failure or violation is not cured within thirty (30) days thereafter (or such longer period of time as is reasonably necessary, provided the City begins to cure such failure or violation within such thirty (30) day period following receipt of notice from Developer and thereafter diligently pursues the same to completion without undue delay or interruption), the Developer shall then have the right to terminate this Agreement by giving at least five (5) days prior written notice to City of such termination, specifying the effective date thereof. The remedies specified herein above shall be the only remedy or recourse available to Developer in the event of a breach and Developer expressly acknowledges the City shall not be liable or otherwise responsible for any claimed damages due to delay, change in development plans or development timeline, loss of profits or anticipated income, or any other damages associated in any way with this Agreement.
7. **Default by the Developer and Termination:** If Developer shall fail to effect the transfer of interest to the Property to the City or otherwise transfer a lesser interest than that provided for in the Deed of Dedication and Quitclaim Deed attached hereto, the City shall have the right to (1) provide written notice of such failure to Developer and require Developer to cure the default within thirty (30) days of such notice; or alternatively, (2) terminate this Agreement by giving at least five (5) days prior written notice of such termination, specifying the effective date thereof. If City elects to terminate the Agreement under the provisions of this paragraph, Developer shall be liable to the City for reimbursement of any and all actual costs the City may have incurred in commencing the Work required under this Agreement.
8. **Jurisdiction and Venue:** This Agreement shall be taken and deemed to have been fully executed and made by the Parties in the State of Missouri and thus is governed by the laws of the State of Missouri for all purposes and intents. Venue under this

Agreement or any disputes that come from this Agreement shall be in the Circuit Court of Greene County, Missouri.

9. **Dispute:** In the event the City is the prevailing party in any litigation arising out of or relating to this Agreement, the City shall be entitled to recover from the Developer all reasonable attorneys' fees and expenses actually incurred by the City in enforcing its rights under this Agreement.
10. **Liability:** Nothing in this Agreement shall be construed to create any liability on behalf of the City for any direct, special, indirect, liquidated, or consequential damages. Developer agrees that the type of work to be performed under this Agreement will cause damage to the Property, and Developer agrees that the City shall not be liable for any damages caused to the Property outside of that necessary to complete the Public Improvements contemplated by this Agreement.
11. **Independent Contractor:** The Parties to this Agreement are separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties.
12. **Execution:** The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures, unless otherwise required by state or local law, including requirements for recording with the County Clerk. 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.
13. **Survival:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns as provided in this Agreement. The Parties acknowledge and agree that the rights and benefits afforded Developer under this Agreement shall run with the Property and shall be enforceable by and for the benefit of any and all successor owners of the Property without further consideration to or consent by the City. The Parties acknowledge and agree that at the request of any Party, a memorandum of this Agreement shall be duly executed by the Parties and recorded in the real estate records of Greene County, Missouri; provided, however, this Agreement shall be binding and enforceable as between the City and any current or future owner of the Property without recording thereof.
14. **Headings:** The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
15. **Whereas Clauses:** The "Whereas" clauses stated above are incorporated herein by reference.



**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURES APPEAR ON FOLLOWING PAGE, Page 8 of 8]**

IN WITNESS WHEREOF, having read all terms and conditions contained herein above and with the intent to be legally bound to and by them, the Parties have caused this Agreement to be executed as of the day and year first above written.

**THE EMPIRE DISTRICT ELECTRIC COMPANY, D/B/A LIBERTY UTILITIES, by:**

**CITY OF REPUBLIC, MISSOURI, by:**

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Printed Name)

**Approved as to Finance/Budget:**

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Bob Ford, Finance Director

**Approved as to Form:**

\_\_\_\_\_  
Megan McCullough, City Attorney

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**DEED OF DEDICATION**

**THIS DEED**, made on the \_\_\_\_ day of \_\_\_\_\_ 2024, between Empire District Electric Company (aka Liberty Utilities), hereinafter called "Grantor", and the City of Republic, Missouri, 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, whose primary address is 4221 S. Wilson's Creek Boulevard, Republic, Missouri, 65738, hereinafter called "Grantee".

**WITNESSETH:**

That for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which are hereby acknowledged, Grantor hereby dedicates to Grantee, including its successors, assigns, legal representatives and to its agents, servants and employees, for the benefit of the public, forever, the following described property, to wit:

**SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION AND EXHIBIT "B" FOR SURVEY.**

Said dedication shall be for the purpose of permitting Grantee to construct and forever maintain for public use thereon, through, over, under and across said property, together with all necessary and convenient appurtenances thereto, which may include, but not necessarily be limited to, streets, storm drainage features and facilities, pedestrian ways, franchised public utilities and telecommunication services; and to use and maintain the same. The dedication of the above-described property is with the free consent and in accordance with the desire of the undersigned owners, proprietors and trustees, if any. The dedication constitutes an irrevocable conveyance of fee simple interest in the property.

Acceptance of this conveyance by Grantee shall not impose upon Grantee any obligation for the opening, widening, installation, improvement or maintenance of the above-described property for any purpose, which obligation shall arise, if at all, only by separate action of Grantee.

**IN WITNESS WHEREOF**, Grantor has hereunto caused this instrument to be executed the day and year first above written.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Office

\_\_\_\_\_  
Name and Office



**IN WITNESS WHEREOF**, said Grantor(s) has/have executed this instrument on the date first above written.

STATE OF MISSOURI                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_ (name), \_\_\_\_\_ (title), known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they was/were duly authorized by said \_\_\_\_\_ to execute the same as his/her/their free act and deed.

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

My term expires: \_\_\_\_\_

/s/ \_\_\_\_\_  
Notary Public

# EXHIBIT "A"

## DESCRIPTION:

DESCRIPTION OF PROPERTY BEING TRANSFERRED FROM EMPIRE DISTRICT ELECTRIC COMPANY AS RECORDED IN GREENE COUNTY MISSOURI RECORDER'S BOOK 2019 AT PAGE 0379031-19 TO THE CITY OF REPUBLIC:

COMMENCING 636 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$ ) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$ ) OF SECTION 19, TOWNSHIP 28 N, RANGE 23 W, THENCE N 88°26'18" W A DISTANCE OF 20' TO THE WESTERLY RIGHT-OF-WAY (R/W) OF WEST AVE. AS IT NOW EXISTS, SAID POINT ALSO BEING THE NE CORNER OF THE EMPIRE ELECTRIC DISTRICT PROPERTY AS DESCRIBED IN BOOK 2019 AT PAGE 0379031-19;

THENCE ALONG THE WESTERLY R/W OF SAID WEST AVE. AND THE EASTERLY LINE OF LAST SAID TRACT S 01°24'23" W A DISTANCE OF 45.19' TO A POINT ON A NON-TANGENT CURVE ON THE WESTERLY R/W OF HIGHWAY 174;

THENCE ALONG LAST SAID R/W AND EASTERLY LINE OF LAST SAID TRACT, WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 273.79', A RADIUS OF 4,207.98', A CHORD BEARING OF S 40°11'00" W, A CHORD LENGTH OF 273.75', TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE SW CORNER OF SAID EMPIRE DISTRICT ELECTRIC COMPANY PROPERTY;

THENCE CONTINUING ALONG THE SOUTHERLY AND WESTERLY PROPERTY LINE OF SAID PROPERTY THE FOLLOWING TWO (2) COURSES:

- 1) N 87°58'11" W A DISTANCE OF 324.76' TO AN SIP;
- 2) N 01°52'30" E A DISTANCE OF 75.00' TO AN SIP;

THENCE LEAVING SAID PROPERTY LINE S 87°58'11" E A DISTANCE OF 78.81' TO AN SIP;  
THENCE S 34°55'46" E A DISTANCE OF 25.03' TO AN SIP;  
THENCE S 87°58'11" E A DISTANCE OF 188.13' TO AN SIP;  
THENCE S 35°58'52" E A DISTANCE OF 69.81' TO AN SIP;  
TO SAID TRUE POINT OF BEGINNING, HAVING AN AREA OF 18410.0 SQUARE FEET, 0.423 ACRES MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.

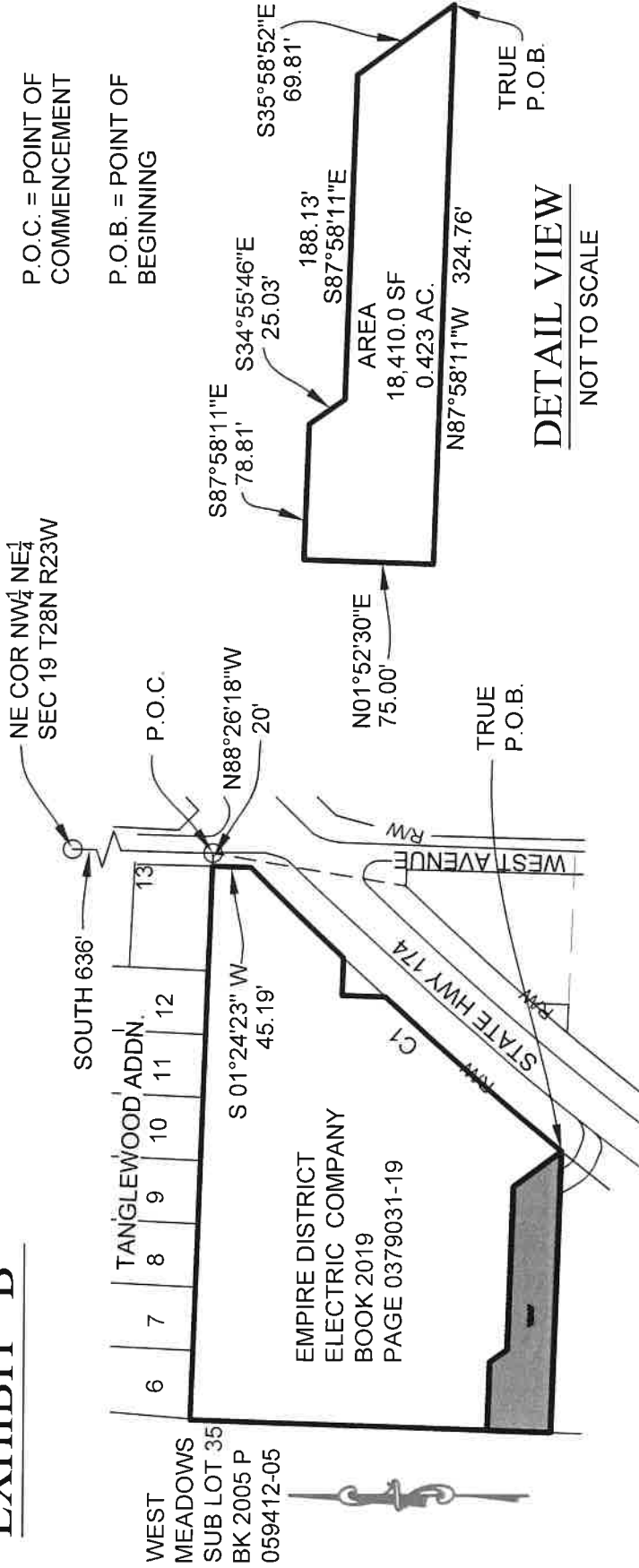


535 W. Battlefield St.  
Springfield, MO 65807  
(417) 887-3238  
FAX (417) 887-1940  
<http://www.heiweb.com>  
HEI@heiweb.com

Heithaus Engineering & Assoc., Inc.  
MO COA #2010021970 (E), #2010018087 (LS)

PAGE 1 of 1  
HEI: 221048  
DATE: 7/01/2024

# EXHIBIT "B"



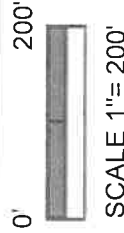
## DETAIL VIEW

NOT TO SCALE

## CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	4207.98'	273.79'	273.75'	S 40°11'00\" W

## LOCATION VIEW



535 W. Battlefield St  
Springfield, MO 65807  
417) 887-3238  
FAX (417) 887-1040  
<http://www.heiweb.com>  
[HEI@heiweb.com](mailto:HEI@heiweb.com)

**Heithaus Engineering & Assoc., Inc.**  
MO COA #2010021970 (E), #2010018087 (L.S.)

HEI: 221048  
DATE: 7/01/2024

**QUIT CLAIM DEED**

**THIS DEED**, made on the \_\_\_\_ day of \_\_\_\_\_ 2024, between Empire District Electric Company (aka Liberty Utilities), hereinafter called "Grantor", and the City of Republic, Missouri, 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, whose primary address is 4221 S. Wilson's Creek Boulevard, Republic, Missouri, 65738, hereinafter called "Grantee".

**WITNESSETH:**

That for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which are hereby acknowledged, Grantor hereby does, by these presents, remise, release and forever quit claim unto the said Grantee, including its successors, assigns, legal representatives and to its agents, servants and employees, for the benefit of the public, the following described property, to wit:

**SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION AND EXHIBIT "B" FOR SURVEY.**

**TO HAVE AND TO HOLD** the same with all rights, immunities, privileges and appurtenances thereto belonging, unto the said Grantee and successors and assigns forever, so that neither the said Grantor nor its successors and assigns, nor any other person or persons for it or in its name or on its behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they, and every one of them shall by these presents be excluded and forever barred

**IN WITNESS WHEREOF**, Grantor has hereunto caused this instrument to be executed the day and year first above written.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Office

\_\_\_\_\_  
Name and Office

**IN WITNESS WHEREOF**, said Grantor(s) has/have executed this instrument on the date first above written.

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_ (name), \_\_\_\_\_ (title), known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they was/were duly authorized by said \_\_\_\_\_ to execute the same as his/her/their free act and deed.

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

My term expires: \_\_\_\_\_

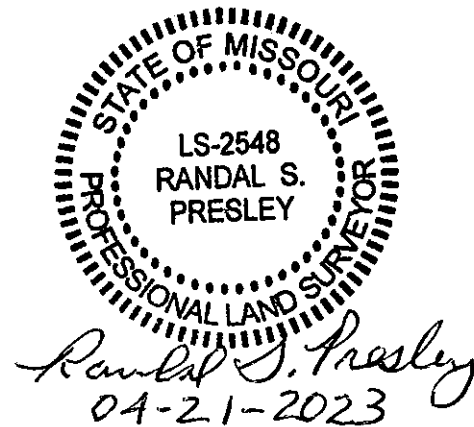
/s/ \_\_\_\_\_  
Notary Public

EXHIBIT "A"

GRANTOR: LIBERTY AKA EMPIRE  
GRANTEE: CITY OF REPUBLIC

QUITCLAIMING ON A PORTION OF PROPERTY RECORDED IN BOOK 2019, PAGE. 037903-19. ALL BEING A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 28 NORTH, RANGE 23 WEST SITUATED IN THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI. AREA OF QUITCLAIM IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 19; **THENCE** S02°10'59"W, ALONG THE EAST LINE OF SAID NW1/4 OF THE NE1/4 A DISTANCE OF 638.64 FEET; **THENCE** LEAVING SAID EAST LINE N87°26'00"W ALONG GRANTORS NORTH LINE A DISTANCE OF 659.54 FEET TO A REBAR SET ON THE EAST LINE OF LOT 35 OF WEST MEADOW SUBDIVISION RECORDED IN XX-53 IN THE GREENE COUNTY RECORDERS OFFICE FOR THE **POINT OF BEGINNING**; **THENCE** LEAVING SAID NORTH LINE S03°57'05"W ALONG SAID EAST LINE A DISTANCE OF 59.00 FEET TO A POINT ON THE WEST LINE OF GRANTOR TRACT; **THENCE** N02°13'19"E ALONG SAID WEST LINE A DISTANCE OF 58.98 FEET TO AN EXISTING STONE AT NORTHWEST OF GRANTORS TRACT; **THENCE** S87°26'00"E A DISTANCE OF 3.53 FEET TO THE **POINT OF BEGINNING**. CONTAINING 52.51 SF (MORE OR LESS). BEARINGS BASED ON MoDOT NETWORK.



LS-2548  
RANDAL S.  
PRESLEY  
PROFESSIONAL LAND SURVEYOR  
STATE OF MISSOURI  
*Randal S. Presley*  
04-21-2023

**EXHIBIT "B"**  
QUITCLAIM LIBERTY TO CITY

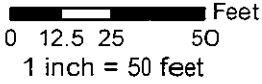
SEE DETAIL "A" FOR  
AREA OF QUITCLAIM

SW CORNER LOT 5  
TANGLEWOOD ADD.

P.O.C.  
NE CORNER  
NW1/4, NE1/4  
19-28-23

Item 4.

GRID NORTH PER MoDOT NETWORK



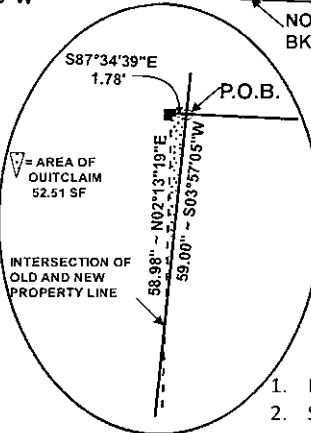
- = FOUND REBAR
- = FOUND STONE
- = SET CAPPED REBAR

LOT 35  
WEST MEADOWS  
XX-53

(CITY OF REPUBLIC)  
BK. 2022, PG. 005873-22

(LIBERTY a.k.a. EMPIRE)  
BK. 2019, PG. 037903-19

DETAIL "A"  
NOT TO SCALE



- SURVEY NOTES**
1. See Exhibit "A" for quitclaim description.
  2. Surveyor asserts no opinion as to title.
  3. Due to page size, some text is smaller than 0.08".
  4. Urban Class Property.
  5. Distances are measured or calculated except as noted.

**RESEARCH DOCUMENTS**

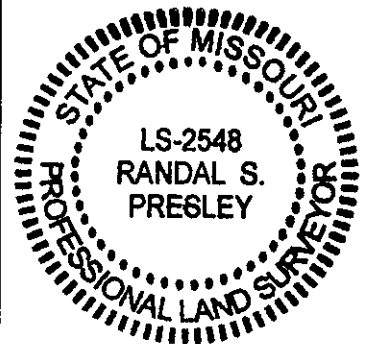
1. PLATS AA-10, TANGLEWOOD ADD. & XX-53, WEST MEADOWS SUB
2. SRB 54-90 PG. 467, PG. 675, PG. 826,

**PREPARED BY**

RIGHT OF WAY DIVISION  
BUILDS DEPARTMENT  
4221 S. WILSON CRK. BLVD.  
CITY OF REPUBLIC, MO 65878  
(417)732-3400  
RANDAL S. PRESLEY, P.L.S., # 2548  
SURVEYED OCT. - DEC. 2022  
DRAWN 03/28/2023

**PROJECT INFORMATION**

MORRIS PARK  
LIBERTY/EMPIRE/CORNER  
503 N. WEST AVE.  
REPUBLIC, MO 65878

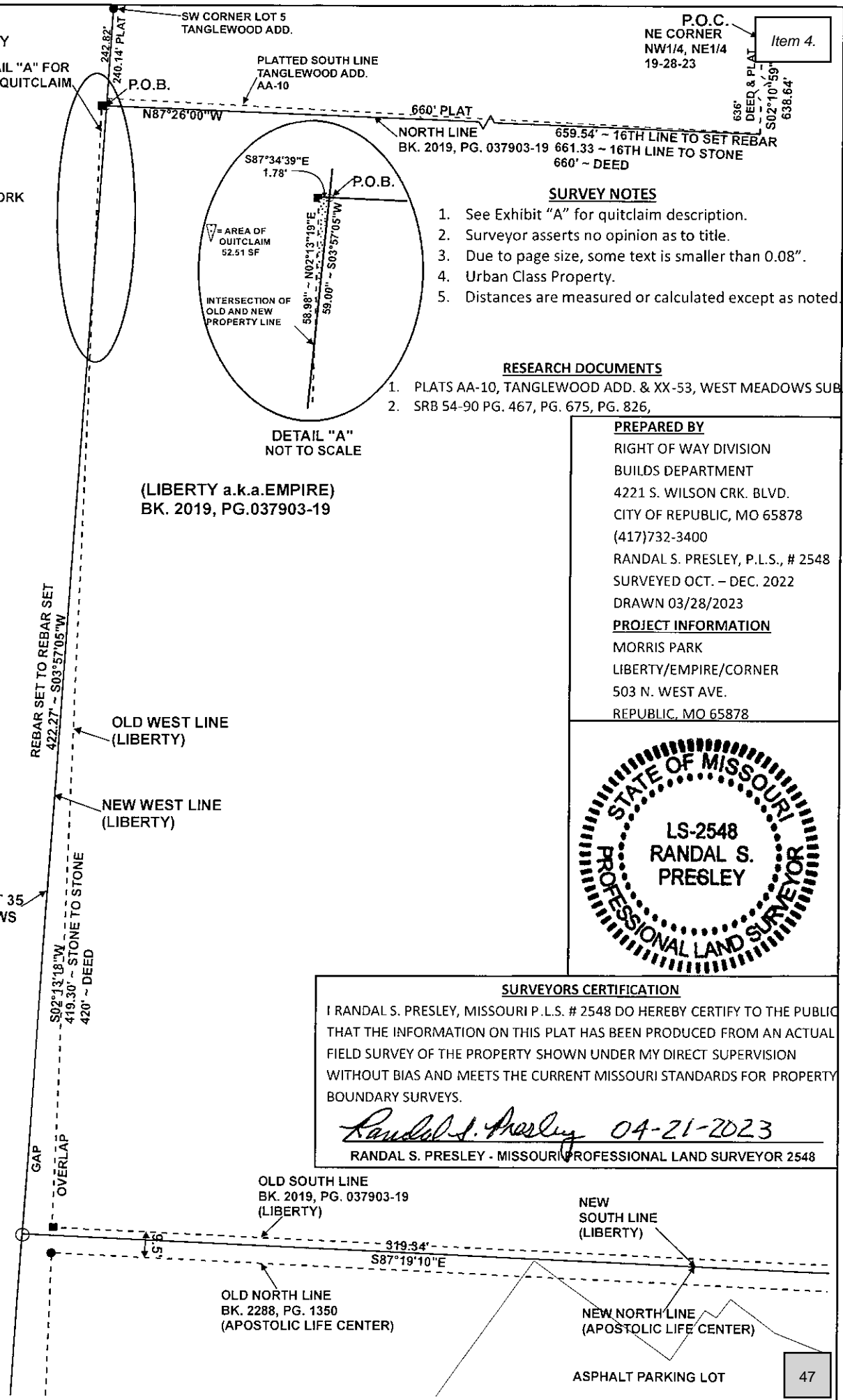


**SURVEYORS CERTIFICATION**

I RANDAL S. PRESLEY, MISSOURI P.L.S. # 2548 DO HEREBY CERTIFY TO THE PUBLIC THAT THE INFORMATION ON THIS PLAT HAS BEEN PRODUCED FROM AN ACTUAL FIELD SURVEY OF THE PROPERTY SHOWN UNDER MY DIRECT SUPERVISION WITHOUT BIAS AND MEETS THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

*Randal S. Presley* 04-21-2023

RANDAL S. PRESLEY - MISSOURI PROFESSIONAL LAND SURVEYOR 2548



OLD SOUTH LINE  
BK. 2019, PG. 037903-19  
(LIBERTY)

NEW SOUTH LINE  
(LIBERTY)

OLD NORTH LINE  
BK. 2288, PG. 1350  
(APOSTOLIC LIFE CENTER)

NEW NORTH LINE  
(APOSTOLIC LIFE CENTER)

ASPHALT PARKING LOT



## AGENDA ITEM ANALYSIS

Project/Issue Name: 24-R-44 A Resolution of the City Council Awarding the Bid for the Shuyler Creek Trail Extension to JD Wallace Contracting, LLC.

Submitted By: Karen Haynes, Community Development Director

Date: October 01, 2024

### Issue Statement

The Community Development Department is requesting approval to award the Construction Contract of the Shuyler Creek Trail to JD Wallace Contracting, LLC.

### Discussion and/or Analysis

The Community Development Department solicited Bids for the construction of the Shuyler Creek Trail in August 2024, receiving a Bid from JD Wallace Contracting, LLC in the amount of \$2,091,982.16 and a Bid from Radmacher Brothers Excavating Co, Inc. in the amount of \$2,111,831.49. The City and MODOT reviewed the Bids as part of the Local Public Agency (LPA) process; we received MODOT's Concurrence on September 10, 2024 for the award of the Contract to the low Bidder, JD Wallace Contracting, LLC.

The Shuyler Creek Trail is funded through the award of Transportation Alternatives Program (TAP) and the City's Capital Improvement Sales Tax (CIST). The Construction Contract will have a not-to-exceed amount of \$2,091,982.16.

Construction of the Shuyler Creek Trail is expected to commence this Fall, with completion scheduled by May 01, 2025.

### Recommended Action

Staff recommends approval.



**A RESOLUTION OF THE CITY COUNCIL AWARDING THE BID FOR THE SHUYLER CREEK TRAIL EXTENSION (STBG-6900) (813) WORK TO JD WALLACE CONTRACTING, LLC**

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

**WHEREAS**, on or about August 6, 2024, the City published an Invitation for Bids (“IFB”) for construction work on the Shuyler Creek Trail, including removal and connection to the existing trail, installation of 1,872 square yards of concrete trail improvements, 5,989 square yards of asphalt trail improvements, necessary storm infrastructure improvements, and a rectangular rapid flashing beacon (the “Project”); and

**WHEREAS**, the City received two (2) bids in response to its IFB; and

**WHEREAS**, JD Wallace Contracting, LLC (“JD Wallace”) submitted the lowest of the two (2) bids received, estimating its total cost for the Project to be \$2,091,982.16; and

**WHEREAS**, after hearing presentation and recommendations by City staff, the City Council desires to accept the submission from JD Wallace, as it as it appears to demonstrate the necessary qualifications for a responsible bid and is the lowest estimated cost to the City.

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

**Section 1.** The submitted bid from JD Wallace Contracting, LLC, attached as “Exhibit 1” and expressly incorporated herein, is accepted for the Project at the estimated cost(s) shown thereon, but in no event to exceed a total of \$2,091,982.16 without separate, additional approval from Council.

**Section 2.** The City Administrator, or their designee, on behalf of the City, is authorized to take the necessary steps to execute this Resolution.

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

**Section 4.** This Resolution shall take effect after passage as provided by law.

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

**Attest:**

\_\_\_\_\_  
Eric Franklin, Mayor

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

**Approved as to Form:**

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

Megan McCullough, City Attorney

**Final Passage and Vote:**

STBG-6900 (813)

City of Republic  
4221 S. Wilson's Creek Boulevard

**REQUEST FOR BID**

BID OF

Bidder Name JD Wallace Contracting, LLC

Bidder Address PO Box 3754

Springfield MO 65804

FOR  
CONSTRUCTING OR IMPROVING  
Shuyler Creek Trail Extension

Republic, Missouri  
Greene County

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we \_\_\_\_\_

JD Wallace Contracting LLC

as principal and \_\_\_\_\_

Frankenmuth Insurance Company

as surety, are held and firmly bound unto the (Insert LPA Name) City of Republic - Public Works in the penal sum of \_\_\_\_\_ Five Percent of the Total Amount Bid \_\_\_\_\_

of \_\_\_\_\_ Dollars (\$ (5%) ) to be paid to the commission to be credited to the state road fund, the principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this August 26th, 2024 \_\_\_\_\_

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the commission on route(s) \_\_\_\_\_

Elm Street

in \_\_\_\_\_

Greene

County(ies),

project (s) \_\_\_\_\_

Shuylar Creek Trail Extension

Project No. STBG-6900 (813)

for construction or improvement of state highway as set out in said bid;

NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall properly execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said principal shall, in the judgment of the commission, fail to comply with any requirement as set forth in the preceding paragraph, then the state of Missouri, acting by and through the commission, shall immediately and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees, and any other expense of recovery.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond form furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway Construction.

JD Wallace Contracting LLC

Principal

SEAL

By

 Justin Wallace  
Signature

Frankenmuth Insurance Company

Surety

SEAL

By

 Nicole M. Johnson  
Signature of Attorney in Fact

NOTE: This bond must be executed by the principal, and by a corporate surety authorized to conduct surety business in the state of Missouri.

**FRANKENMUTH INSURANCE COMPANY**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS**, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Rodney W. Paddock, Eric Dedovesh, Nicole M. Johnson

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

**Fifty Million and 00/100 Dollars (\$50,000,000)**

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

**"RESOLVED**, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

**IN WITNESS WHEREOF**, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereto affixed this 15th day of December, 2022.



**Frankenmuth Insurance Company**

By Frederick A. Edmond, Jr.  
Frederick A. Edmond, Jr.,  
President and Chief Executive Officer

STATE OF MICHIGAN )  
COUNTY OF SAGINAW ) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as were affixed and subscribed to said instrument by the authority of the Company.

**IN TESTIMONY WHEREOF**, I have set my hand, and affixed my Official Seal this 15th day of December, 2022

Susan L. Fresorger (Seal)  
Susan L. Fresorger, Notary Public  
Saginaw County, State of Michigan  
My Commission Expires: April 3, 2028



I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

**IN WITNESS WHEREOF**, I have set my hand and affixed the Seal of the Company, this 26th day of August, 2024

Andrew H. Knudsen  
Andrew H. Knudsen, Executive Vice President,  
Chief Operating Officer and Secretary

**ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO  
VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096**



## SHUYLER CREEK TRAIL EXTENSION BID FORM

**Client:** City of Republic  
**Project:** Shuyler Creek Trail Extension  
**Project Number:** 021-00218  
**Date:** 06.06.2024

#	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST \$	COST \$
1	Mobilization	1	Lump Sum	\$ 110,304.61-	110,304.61
2	Clearing and Grubbing	1	Lump Sum	\$ 39,270.00-	39,270.00
3	Construction Staking	1	Lump Sum	\$ 10,500.00-	10,500.00
4	Demolition and Removals	1	Lump Sum	\$ 32,885.00-	32,885.00
5	Channelizer	201	Each	\$ 37.30-	7,497.30
6	Type III Moveable Barricade	5	Each	\$ 420.00-	2,100.00
7	One Lane Road Ahead (W20-4) 36"x36" - 2 total	18	Sq. Ft.	\$ 42.00-	756.00
8	Road Work Ahead (W20-1) 36"x36" - 6 total	54	Sq. Ft.	\$ 42.00-	2,268.00
9	Shoulder Work Ahead (W21-5) 36"x36" - 3 total	27	Sq. Ft.	\$ 84.00-	2,268.00
10	End Road Work (G20-2) 36"x18" - 2 total	9	Sq. Ft.	\$ 42.00-	378.00
11	Flagger (Symbol) (W20-7a) - 36"x36" - 2 total	18	Sq. Ft.	\$ 42.00-	756.00
12	Sidewalk Closed (R9-9) 24"x12" - 1 total	2	Sq. Ft.	\$ 42.00-	84.00
13	Bicycle/Pedestrian Sign (W11-15) 30"x30" - 4 Total	6	Sq. Ft.	\$ 78.75-	475.50
14	Downward Diagonal Arrow plaque (W16-7P) 24"x12" - 2 Total	4	Sq. Ft.	\$ 78.75-	315.00
15	Trail X-ing plaque (W11-15P) 24"x18" - 2 Total	4	Sq. Ft.	\$ 78.75-	315.00
16	Ahead plaque (W16-9P) 24"x12" - 2 Total	4	Sq. Ft.	\$ 78.75-	315.00
17	Alternate Ditch Check	1396	Each	\$ 41.00-	57,236.00
18	Silt Sock	88	Lin Ft.	\$ 16.85-	1,482.80
19	Silt Fence	1683	Lin Ft.	\$ 11.25-	18,933.75
20	Gravel Filter Bars	170	Lin Ft.	\$ 22.50-	3,825.00
21	Seeding & Mulch	3.4	Acres	\$ 6,350.00-	21,590.00
22	Unclassified Excavation	10320	Cu. Yd.	\$ 21.65-	223,428.00
23	Embankment	4780	Cu. Yd.	\$ 8.10-	38,718.00
24	Undergrading (Removal, Haul-in, Recompaction)	1510	Cu. Yd.	\$ 23.00-	34,730.00
25	Asphalt Trail Removal	410	Sq. Yd.	\$ 44.50-	18,245.00
26	Full Depth Asphalt Pavement Removal	900	Sq. Yd.	\$ 8.65-	7,785.00
27	Full Depth Driveway Removal	96	Sq. Yd.	\$ 18.25-	1,752.00
28	Full depth sidewalk removal	10	Sq. Yd.	\$ 71.75-	717.50
29	4" Type 5 Aggregate Base - Trail	10620	Sq. Yd.	\$ 10.75-	114,165.00
30	6" Asphalt - Trail (Binder Course BP-1 W/PG 64-22)	5989	Sq. Yd.	\$ 43.65-	261,419.85
31	12" Modified Type S Curb	110	Lin. Ft.	\$ 29.50-	3,245.00
32	6" MODOT Type A (Integral)	2149	Lin. Ft.	\$ 22.00-	47,278.00
33	6" Concrete - Trail	1872	Sq. Yd.	\$ 70.85-	132,631.20
34	6" Type 5 Aggregate Base - Roadway	559	Sq. Yd.	\$ 13.85-	7,630.35
35	2" Asphalt Surface (BP-2 W/PG 64-22) - Roadway	559	Sq. Yd.	\$ 17.75-	9,922.25
36	8" Asphalt Base (BB W/PG-64-22) - Roadway	559	Sq. Yd.	\$ 59.85-	33,456.15
37	4" Aggregate Base - Driveways	566	Sq. Yd.	\$ 10.75-	6,084.50
38	6" Concrete Driveway (Non-Reinforced)	566	Sq. Yd.	\$ 80.25-	45,421.50
39	Concrete Curb & Gutter	2149	Lin. Ft.	\$ 31.50-	67,693.50
40	Concrete Gutter Type A (Flum)	110	Lin. Ft.	\$ 38.85-	4,273.50
41	Concrete ADA Ramp	1071	Sq. Ft.	\$ 10.50-	11,245.50
42	Sidewalk Turncated Domes	120	Sq. Yd.	\$ 342.00-	41,040.00
43	Rock Lining	56	Cu. Yd.	\$ 245.00-	13,720.00
44	Circular Storm Pipe (12")	1180	Lin. Ft.	\$ 89.35-	105,433.00
45	Flared End Section (12")	1	Each	\$ 950.00-	950.00
46	Circular Storm Pipe(15")	123	Lin. Ft.	\$ 90.10-	11,082.30
47	Flared End Section (15")	6	Each	\$ 950.00-	5,700.00
48	Junction Box (2'x2')	4	Each	\$ 6,075.00-	24,300.00
49	Grate Inlet (2'x2')	1	Each	\$ 6,350.00-	6,350.00
50	Area Inlet (2'x2')	1	Each	\$ 7,300.00-	7,300.00
51	Area Inlet (3'x3')	1	Each	\$ 7,825.00-	7,825.00
52	Area Inlet (5'x3')	1	Each	\$ 8,775.00-	8,775.00
53	Curb Inlet (7'x3')	4	Lin. Ft.	\$ 6,750.00-	27,000.00
54	Class B-1 Concrete (Single 4' x 3' RCB)	12.1	Cu. Yd.	\$ 3,250.00-	39,325.00
55	Class B-1 Concrete (Single 8' x 4' RCB)	16.3	Cu. Yd.	\$ 2,950.00-	48,085.00
56	Class B-1 Concrete (Single 10' x 5' RCB)	33.3	Cu. Yd.	\$ 2,250.00-	74,925.00
57	Type A Collar	3	Each	\$ 3,785.00-	11,355.00
58	Sidewalk Underdrain	5	Each	\$ 865.00-	4,325.00
59	Pole Mounted RRFB Assembly (1x2)	2	Each	\$ 13,600.00-	27,200.00



## SHUYLER CREEK TRAIL EXTENSION BID FORM

**Client:** City of Republic  
**Project:** Shuyler Creek Trail Extension  
**Project Number:** 021-00218  
**Date:** 06.06.2024

#	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST \$	COST \$
60	Aluminum Pedestal & Base	2	Each	\$ 525.00 -	1,050.00
61	Pedestal Foundation	2	Each	\$ 525.00 -	1,050.00
62	Permanent Traffic Control Signs	83	Sq. Ft.	\$ 26.50 -	2,199.50
63	1-3/4" x 1-3/4" Sign Posts	128	Lin. Ft.	\$ 12.00 -	1,536.00
64	2" x 2" Sign Post Anchors	32	Lin. Ft.	\$ 44.00 -	1,408.00
65	2-1/4" x 2-1/4" Anchor Sleeves	20	Lin. Ft.	\$ 44.50 -	890.00
66	4" Solid White Pavement Marking	1362	Lin. Ft.	\$ 1.31 -	1,784.22
67	4" Solid Yellow Pavement Marking	1362	Lin. Ft.	\$ 1.31 -	1,784.22
68	24" Solid White Pedestrian Crossing Marking	55	Lin. Ft.	\$ 33.60 -	1,848.00
69	Pedestrian Railing (42" Safety Rail)	66	Lin. Ft.	\$ 185.00 -	12,210.00
70	Fencing	5190	LF	\$ 15.90 -	82,521.00
71	Decorative Fencing	268	LF	\$ 52.50 -	14,070.00
<b>SUBTOTAL \$</b>					<b>1,970,435.00</b>
<b>ALTERNATE Trail Pavement (Sta 66+26 to 86+40)</b>					
#	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST \$	COST \$
A30	6" Asphalt - Trail (Binder Course BP-1 W/PG 64-22)	2082	Sq. Yd.	\$ 58.38 -	121,547.16
A33	6" Concrete - Trail	2082	Sq. Yd.	\$ 70.80 -	147,572.16
<b>SUBTOTAL \$</b>					<b>269,119.32</b>
<b>TOTAL PROJECT COST \$</b>					<b>2,239,554.32 -</b>

## Sidewalk/Trail Project

### Notice to Contractors

Sealed bids for Shuyler Creek Trail Extension STBG-6900 (813), will be received at: 4221 S Wilson's Creek Boulevard until 10:00 o'clock A.M. (Prevailing Local Time) on the 28th day of August, at the office of the BUILDS Department, and at that time will be publicly opened and read. All bids shall be submitted in the form of a sealed envelope. Bids received after 10:00 am will be returned unopened.

The proposed work includes: Removal and connection to existing Shuyler Creek Trail. Installation of 1872 square yards of concrete trail improvements, 5989 square yards of asphalt trail improvements, storm infrastructure improvements, and a rectangular rapid flashing beacon.

Plans and specifications may be obtained from the office of City of Republic - Public Works at 4221 S Wilson's Creek Boulevard. For further bidding information, contact Jonathan Peitz, Olsson, at 417-890-8802.

A pre-bid conference will be held at 10:00 AM on the 14th day of August, at 4221 S Wilson's Creek Boulevard. **All bidders are encouraged to attend the pre-bid meeting.**

All labor used in the construction of this public improvement shall be paid a wage no less than the prevailing hourly rate of wages of work of a similar character in this locality as established by the Department of Labor and Industrial Relations (Federal Wage Rate), or state wage rate, whichever is higher.

The City of Republic, Missouri hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award." This project will be awarded to the lowest, responsive, responsible bidder.

All bidders must be on MoDOT's Qualified Contractor List per Section 102.2 from the current version of the Missouri Standard Specifications for Highway Construction, including all revisions. The contractor questionnaire must be on file 7 days prior to bid opening.

Contractors and sub-contractors who sign a contract to work on public works project provide a 10-Hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project.

A certified or cashier's check or a bid bond in the amount of 5% shall be submitted with each proposal.

The (City of Republic, Missouri) reserves the right to reject any or all bids.

The DBE Goal for this project is 5%.



**BIDDER CHECKLIST**  
**FINAL CHECKLIST BEFORE SUBMITTING BID**

- 1. Submit completed Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Secs 101-103 of the Standard Specifications, and Rule 7 CSR 10-15.900, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website.
- 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE forms (for DBE forms see #7). The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.
- 3. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to City of Republic, Missouri 4221 S Wilson's Creek Boulevard, Republic, MO 65738 **Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope.**
- 4. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.
- 5. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- 6. For paper bids submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- 7. Submit the DBE Submittal Forms within 3 business days of the Bid Opening. The BDE Identification Submittal Form (Page 2 of this document) must be submitted for each DBE to be utilized on the project.
- 8. For paper bids, staple addenda to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy.

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Below is a list of common mistakes made by bidders leading to non-responsive bids. Please refer to the Standard Specifications for the appropriate procedures for completing and submitting a bid.

- a) Not signing the bid
- b) Not incorporating the addendum into the bidding documents, including attaching the letter to the bid
- c) Not providing a bid bond
- d) Using pencil to fill out the bid
- e) Using white out to make corrections to the itemized bid sheets
- f) Not initialing changes made

.....

All questions concerning the bid document preparation can be directed to the City of Republic, Missouri attn: Brian Dye at (417) 732-3408. Project specific questions can be directed to Olsson attn: Jonathan Peitz at (417) 890-8802.

**Special Needs:** If you have special needs addressed by the Americans with Disabilities Act, please notify the City of Republic, Missouri, at (417) 732-3100 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

Notice to Contractors

Proposed Work.....(1)  
 Compliance With Contract Provisions.....(2)  
 Period of Performance .....(3)  
 Liquidated Damages .....(4)  
 Bid Guaranty .....(5)  
 Certifications for Federal Jobs .....(6)  
 Antidiscrimination .....(7)  
 Federal and State Inspection .....(8)  
 Prevailing Wage.....(9)  
 Worker Eligibility Requirements .....(10)  
 OSHA Training Requirements.....(11)  
 Buy America Requirements .....(12)  
 Addendum Acknowledgement.....(13)  
 Signature and Identity of Bidder .....(14)  
 Trainees.....(15)  
 Subcontractor Disclosure .....(16)  
 Project Award .....(17)  
 Materials Inspections.....(18)  
 Prime Contractor Requirements .....(19)  
 Tax Exempt Status .....(20)

Itemized Bid Sheets

Bid Bond

DBE Identification Submittal ([Fig. 136.9.9](#))

DBE Provisions ([Fig. 136.9.8](#))

Job Special Provisions ([Sample JSP's](#) on MoDOT's Website)

Form FHWA 1273 ([Fig. 136.9.7](#))

Federal Aid Provisions

Applicable State Wage Rates

Applicable Federal Wage Rates

Applicable Environmental and Cultural Permits and Clearances

ADA Checklist ([Fig. 136.9.4](#))

Contract Forms

[Fig 136.10.3 Sample Contract Agreement](#)

[Fig 136.10.4 Sample Contract Bond](#)

[Fig 136.10.5 Sample Contractors Acknowledgement](#)

**NOTICE TO CONTRACTORS**

Sealed bids, addressed to City of Republic, Missouri, 4221 S. Wilson's Creek Boulevard, Republic, Missouri, 65738, the proposed work will be received by the City of Republic, Missouri until 10:00 am (prevailing local time) on August 13th, 2024, at the office of the Republic BUILDS Facility, and at that time will be publicly opened. Bids should be delivered to: 4221 S. Wilson's Creek Boulevard, Republic, Missouri, 65738. Item 5.

(1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

Removal and connection to existing Shuyler Creek Trail. Installation of 1872 square yards of concrete trail improvements, 5989 square yards of asphalt trail improvements, storm infrastructure improvements, and a rectangular rapid flashing beacon.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction," and "Missouri Standard Plans for Highway Construction", their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications  
Supplemental Revisions to Missouri Standard Plans For Highway Construction

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of Republic", and the term "Engineer" is a reference to the Engineer of Record from Olsson.

The contracting authority for this contract is City of Republic, Missouri.

(3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Calendar Days and Completion by: **225 days with completion by May 1st, 2025**

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages per day \$1,225.00

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section 102.18.1 of the Missouri Standard Specifications for Highway Construction. A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- Paper Bid Bond
- Cashier's Check

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(8) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 31", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(10) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

[http://ago.mo.gov/forms/Affidavit\\_of\\_Compliance.pdf](http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf)

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of verification documents for the prime contractor. It is the prime contractor’s responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

**(11) OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

**(12) BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, 23 CFR 635.410, and the Bipartisan Infrastructure Law (2021) Build America, Buy America Act Publication L. No. 117-58 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. Construction materials consisting primarily of non-ferrous metals, plastic and polymer-based products, glass, lumber, or drywall also require Buy America certification. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. In addition, manufactured products are currently exempted under the 1983 waiver from FHWA. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the “Buy America” requirements can be found at:

<https://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

**(13) ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

**(14) SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

JD Wallace Contracting, LLC, which is the correct LEGAL NAME as stated on the contractor questionnaire.

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

- sole individual
- partnership
- joint venture

corporation, incorporated under laws of state of Missouri.

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

Executed by bidder this 28th day of August 2024.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

  
\_\_\_\_\_  
Signature of Bidder's Owner, Officer, Partner or Authorized Agent

**Justin Wallace - President**

\_\_\_\_\_  
Please print or type name and title of person signing here

Attest:

 **Chris Burstall**  
\_\_\_\_\_  
Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(15) **TRAINEES:** By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be 0 slots at 1000 hours per slot or 0 hours.

(16) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.8 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

(17) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder.

(18) **MATERIALS INSPECTIONS:** All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

(19) **PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

(20) **SALES AND USE TAX EXEMPTION:** City of Republic, Missouri, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the

materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time. Item 5.

**ITEMIZED BID:** The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS  
FOR LOCAL PROGRAMS**

**1.0 Program Applicability.** The subsequent sections will apply only to contracts involving U.S. Department of Transportation (USDOT) federal-aid or federal funded participation. Federal-aid or federal funded participation includes, but is not limited to, any funds directly or indirectly received by MoDOT, or authorized for distribution to or through MoDOT, by the USDOT or any operating administration within the USDOT. These provisions will not apply to contracts funded exclusively with state funds, or state and local funds. Any contractor, subcontractor, supplier, DBE firm, and contract surety involved in the performance of a federal-aid contract shall be aware of and fully understand the terms and conditions of the USDOT DBE Program, as the terms appear in Title 49 CFR Part 26 (as amended), the USDOT DBE Program regulations; Title 7 CSR Division 10, Chapter 8 (as amended), and the Commission's DBE Program rules.

**2.0 DBE Program Distinguished From Other Affirmative Action Programs.** The USDOT DBE Program established by the U.S. Congress is not the same as, and does not involve or utilize, any of the elements or authority of other state or local affirmative action programs, nor does the program rely upon state legislation or gubernatorial executive orders for implementation or authorization, other than the general authority given the Commission in Section 226.150, RSMo. The USDOT DBE Program is implemented by the Commission and MoDOT, through and in conjunction with the FHWA, FTA and FAA, as a "recipient" defined in Title 49 CFR 26.5.

**3.0 Policy Regarding DBE Firms.** It is the policy of the U. S. Department of Transportation and MoDOT that businesses owned by socially and economically disadvantaged individuals have an opportunity to participate in the performance of contracts funded in whole or in part with federal funds. Consequently, the requirements of 49 CFR Part 26 (as amended) and the Commission's implementing state regulations in Title 7 CSR Division 10, Chapter 8, "Disadvantaged Business Enterprise Program", will apply to any contract funded in whole or part with federal funds.

**4.0 Opportunity for DBEs to Participate.** Each contractor, subcontractor and supplier working on a contract funded in whole or in part with federal funds shall take all necessary and reasonable steps to ensure that DBEs have an opportunity to compete for and participate in performance on project contracts and subcontracts in which a DBE goal is established.

**5.0 Required Contract Provision.** The federal-aid contract will include the following provision, as mandated by USDOT at Title 49 CFR 26.13(b):

(a) The contractor, subrecipient or subcontractor shall not discriminate based on race, color, national origin, or gender in the performance of the contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.



In this provision, “contractor” will be defined as the contractor on the contract; sub-contractor, or material supplier performing the work on or for the project. For the purposes of any federal-aid contract awarded by the Local Public Agency (LPA), they will be designated as “the recipient”. The contractor shall include this same contract provision in every supply contract or subcontract the contractor makes or executes.

**6.0 DBE Program Information.** DBE Program information may be obtained from the MoDOT External Civil Rights Division, 105 W. Capitol Avenue, P.O. Box 270, Jefferson City, Missouri 65102-0270. Phone (573) 751-7801, Fax (573) 526-0558, E-Mail: [dbbe@modot.mo.gov](mailto:dbbe@modot.mo.gov). It will be the duty of each contractor, and for the contractor’s subcontractors to take the steps necessary to determine the legal obligations and limitations under the DBE Program, as an element of responsibility. It will be the duty of each certified DBE firm to know, understand and comply with the DBE firm’s legal obligations and limitations under the DBE Program, as a requirement of program participation.

**7.0 DBE Certification, and the Missouri Unified Certification Program.** MoDOT and other certifying agencies within Missouri have partnered to form the Missouri Regional Certification Committee (MRCC) and developed a Unified Certification Program (UCP) pursuant to 49 CFR 26.81 and 7 CSR 10-8.061. Only DBE firms certified by the MRCC are eligible to perform work on a federal-aid contract for DBE contract goal credit. It is the contractor’s responsibility to ensure firms identified for participation are approved certified DBE firms.

The MRCC DBE Directory can be found at the following link: <https://www.modot.org/welcome-external-civil-rights>

**8.0 DBE Program-Related Certifications Made By Bidders and Contractors.** If the bidder makes a written, express disclaimer of one or more certifications or assurances in the bid, the bid will be considered non-responsive. By submitting a bid on any project involving USDOT federal financial participation, and by entering into any contract on the basis of that bid, the contractor makes each of the following DBE Program-related certifications and assurances to USDOT, to the Commission, to MoDOT, and to the LPA:

(a) The bidder certifies that management and bidding officers have reviewed and understand the bidding and project construction and administration obligations of the USDOT DBE Program regulations at Title 49 CFR Part 26 (as amended), , and the Commission’s DBE Program rules at Title 7 CSR Division 10, Chapter 8 (as amended).

(b) The bidder agrees to ensure that certified DBE firms have a full and fair opportunity to participate in the performance of the contract financed in whole or in part with federal funds. The bidder certifies that all necessary and reasonable steps were taken to ensure that DBE firms have an opportunity to compete for, and perform work on the contract. The bidder further certifies that the bidder not discriminate on the basis of race, color, age, national origin or gender in the performance of the contract, or in the award of any subcontract.

(c) The bidder certifies that if awarded the federal-aid contract, the contractor will make a good faith effort to utilize certified DBE firms committed to with the awarded contract.

(d) The bidder certifies, that if awarded the federal-aid contract with less than the original DBE contract goal proposed by the Commission in the bid documents, as a result of an approved good faith effort, the revised lower amount shall become the final DBE goal, and that goal will be used to determine any liquidated damages to be assessed at the completion of the project.

(e) The bidder understands and agrees that if awarded the contract the contractor is legally responsible to ensure that the contractor and each DBE, comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract fully perform the designated tasks, with the DBE's own forces and equipment, under the DBE's own direct supervision and management. The bidder certifies, that if awarded the contract and if MoDOT or the Commission determine that the contractor, a DBE or any other firm retained by the contractor has failed to comply with the DBE Program requirements or federal or state DBE Program regulations, the Commission, through MoDOT, shall have the sole authority and discretion to determine the extent of the monetary value to which the DBE contract goals have not been met at the project completion, and to assess against and withhold monetary damages from the contractor up to the full amount of that breach. The bidder further understands and agrees that this clause authorizes the Commission, through MoDOT, to determine and fix the extent of the damages caused by a breach of any contractual or regulatory DBE Program requirement and that the damage assessment will be enforced in addition to, and not in lieu of, any other general liquidated damages clause in the contract. By submitting a bid for a federal-aid contract, the bidder irrevocably agrees to such an assessment of liquidated damages for DBE Program purposes, and authorizes the Commission and MoDOT to make such an assessment of liquidated damages against the contractor, and to collect that assessment from any sums due the contractor under the contract, or any other contract, or by other legal process. The bidder makes this certification, agreement and authorization on behalf of itself, for each federal-aid contract.

**9.0 Designation of DBE firms to perform on contract.** The bidder states and certifies that the DBE participation information submitted in the bid or within the contract designated time is true, correct and complete and that the information provided includes the names of all DBE firms that will participate in the contract, the specific line item (s) that each DBE firm will perform or partially perform, and the creditable dollar amounts of the participation of each DBE. The specific line item must reference the bid line number and item number contained in the proposal. The bidder further states and certifies that the bidder has committed to use each DBE firm listed for the work shown to meet the DBE contract goal and that each DBE firm listed has clearly confirmed to the bidder that the DBE firm will participate in and perform the work, with the DBE's own forces.

(a) The bidder certifies the bidder's understanding that as the contractor on a contract funded in whole or in part by USDOT federal funds, the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate, without the prior written consent of MoDOT. The bidder understands it must receive approval in writing from MoDOT for the termination of a DBE firm, or the substitution or replacement of a DBE before any substitute or replacement firm may begin work on the project in lieu of the DBE firm participation information listed in the executed contract. Unless MoDOT's written consent is provided as outlined above, the bidder shall not be entitled to any payment of work or material unless it is performed or supplied by the listed DBE.

(1) The bidder further certifies understanding, that if a DBE firm listed in the bid or approved in the executed contract documents ceases to be a certified DBE firm, at any time during the performance of the contract work, and a contract or subcontract with that firm has not yet been executed by the prime and subcontractor, the contractor can not count any work performed by that firm after the date of the firm's loss of eligibility toward meeting the DBE contract goal. The contractor can pursue efforts to replace the work planned with the decertified firm, with other certified DBEs, in coordination with MoDOT's External Civil Rights Division. However, if the contractor has executed a subcontract with the firm before the DBE lost eligibility and ceased to be a certified DBE, the contractor may continue to receive credit toward the DBE contract goal for that firm's work.

(2) The bidder further certifies the bidder's understanding, that the dollar value of any work completed by a DBE firm prior to approval of the DBE's substitution or replacement, in writing, by MoDOT will not be credited toward meeting the DBE contract goal. No credit toward the DBE goal will be given for any amount withheld from payment to the DBE or "back charged" against monies owed to the DBE, regardless of the purpose or asserted debt.

**10.0 Contract Goal, Good Faith Efforts Specified.** The bidder may submit the completed "DBE Identification Submittal" information in the bid documents at the same time as, and within the sealed bid, at the time the bid is submitted. However, if that information is not completed and submitted with the initial sealed bid, then as a matter of responsiveness and responsibility, all bidders shall file the completed "DBE Identification Submittal" pages to the Local Agency on or before 4:00 p.m. of the third business day after the bid opening date. The Local Agency may permit telefax transmittal. No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder's.

**10.1 Good Faith Effort Submittal.** If the bidder is not able to meet the Commission's DBE contract goal, the bidder has the opportunity to submit with and as a part of the bid, a true, accurate, complete and detailed written explanation of good faith efforts taken to meet the DBE Contract Goal established in the bid documents. The bidder shall use the

“DBE Identification Submittal” sheets for any DBE participation that will be committed towards the goal and an explanation, with any supporting documentation, for the inability to meet the full goal established on the contract. Any Good Faith efforts shall be submitted as part of the bid or within the three business days after the bid opening.

**10.2 Bidders Good Faith Effort Described.** MoDOT will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made based upon 49 CFR Appendix A to Part 26 and the following additional efforts:

- (a) Providing documentation on any and all past GFE activities for review.
- (b) Past project DBE performance utilization.
- (c) Race neutral methods utilized on completed projects.

All good faith efforts are evaluated on a case-by-case basis whereas any of the numerous good faith elements listed individually or collectively is not a guarantee of approval.

**10.3 Administrative Reconsideration of the Bidder’s Good Faith Efforts Made as a Part of the Bid Submittal.** If MoDOT determines that the apparent low bidder has failed to adequately document in the bid that the bidder made a good faith effort to achieve sufficient DBE participation in the contract work, that firm will be offered the opportunity for administrative reconsideration upon written request, before MoDOT and the Commission reject that bid as non-responsive.

**10.4 Forfeiture of Bid Bond possible when:** The failure of either the apparent low bidder to file the completed and executed “DBE Identification Submittal”, listing actual, committed DBE participation equal to or greater than the DBE contract goal percentage specified in the bid by 4:00 p.m. on the third business day after the bid opening, will be cause for rejection of that bid. In addition, the bid surety bond or bid guaranty of the apparent low bidder will be forfeited to and become the property of the Local Agency upon demand, only if the contract is awarded

(a) Any bidder rejected for failure to submit the completed and executed “DBE Identification Submittal” information in the bidding documents, with full documentation of sufficient DBE participation to satisfy the DBE contract goal cannot submit a bid on the same, or substantially similar, project, when and if the project is re-advertised for bids. By submitting a bid on a federal-aid project, the bidder accepts and agrees to these provisions, and the disposition of the bidders bid bond or guaranty, upon demand by the Local Agency.

(b) The surety separately acknowledges the surety to be held and firmly bound to the Local Agency to immediately upon demand pay the face amount of the bid bond.

**11.0 DBE Participation for Contract Goal Credit.** In addition to participation outlined by 49 CFR part 26, the following shall apply:

In addition to allowances provided for in the Federal Regulations, a bidder may count toward the DBE contract goal the following expenditures to certified DBE firms that are not “regular dealers” or “manufacturers” for DBE program purposes:

- (1) A bidder may count toward the DBE contract goal 100 percent of the fees paid to a certified DBE trucker or hauler for delivery of material and supplies required on a job site, but not for the cost of those materials or supplies themselves, or for the removal or relocation of excess material from or at the job site, when the DBE certified trucking company is not also the manufacturer of or a regular dealer in those material and supplies, provided that the trucking or hauling fee is determined by MoDOT to be reasonable as compared with fees customarily charged by non-DBE firms for similar services. The certified DBE trucking firm shall also perform a CUF on the project and not operate merely as a pass through for the purposes of gaining credit toward the contract DBE goal. Prior to submitting a bid, the bidder shall determine, whether a DBE trucking firm will meet the criteria for performing a CUF on the project.
- (2) The bidder will receive DBE contract goal credit for the fees or commissions charged by and paid to a DBE broker who arranges or expedites sales, leases or other project work or service arrangements, provided that those fees are determined by MoDOT to be reasonable and not excessive, as compared with fees customarily charged by non-DBE firms for similar services. A broker will be defined as a person or firm that does not own or operate the delivery equipment necessary to transport materials, supplies or equipment to or from a job site. In most instances, the broker is merely the entity making arrangements for delivery of material, supplies, equipment, or arranging project services. To receive DBE contract goal credit, MoDOT must determine that the DBE broker has performed a CUF in providing the contract work or service.

**12.0 DBE Required to Perform a Commercially Useful Function (CUF).** The DBE CUF requirements are stated in 49 CFR Part 26, (26.55). Any questions or further information needed for CUF determinations should be directed to MoDOT’s External Civil Rights Division.

**12.1 Quality Control (QC) and Quality Assurance (QA) Reviews.** The prime contractor shall monitor their planned DBE project usage for CUF compliance and provide MoDOT information for areas of concern for further evaluation. MoDOT will perform a QA review, or compliance review, for DBE CUF and project documentation retained by the contractor through project completion. The contractor shall maintain all DBE related information it has received, documented and provided to MoDOT for a period of three years beyond the date of final inspection. MoDOT’s determination that a DBE’s participation may not count toward the project goal, or good faith effort level approved will be subject to administrative reconsideration.

**12.2 MoDOT Makes Final Determination On Whether a CUF Is Performed.** MoDOT will have the final authority to determine whether a DBE firm has performed a CUF on a federal-aid contract.

**13.0 Verification of DBE Participation at project completion.** (Assessment of Liquidated Damages Possible)

**13.1** Prior to final payment by the Local Agency, the contractor shall file with the Local Agency a detailed list showing each DBE used on the contract work, and the work performed by each DBE. The list shall show the actual dollar amount paid to each DBE for the creditable work on the contract, less any rebates, kickbacks, deductions, withholdings or other repayments made. The list shall be certified under penalty of perjury, or other law, to be accurate and complete. MoDOT and the Commission will use this certification and other information available to determine if the contractor and the contractor's DBEs satisfied the DBE contract goal percentage specified in the contract and the extent to which the DBEs were fully paid for that work. The contractor shall acknowledge, by the act of filing the detailed list, that the information is supplied to obtain payment regarding a federal participation contract.

**13.2** Failure on the part of the contractor to achieve the DBE participation to which the contractor committed in the contract may result in liquidated damages being imposed on the contractor by the Commission for breach of contract and for non-compliance. If the contract was awarded with less than the original DBE contract goal proposed by the Commission, the revised lower amount became the final DBE contract goal, and that goal will be used to determine any liquidated damages to be assessed. Additionally, the Commission or MoDOT may impose any other administrative sanctions or remedies available at law or provided by the contract in the event of breach by the contractor by failing to satisfy the contractor's DBE contract goal commitment. The contractor will be offered the opportunity for administrative reconsideration of any assessment of liquidated damages determined at the project completion, upon written request. The administrative reconsideration officer may consider all facts presented, including the legitimacy or business reason for back charges assessed against a DBE firm, in determining the final amount of liquidated damages.

**14.0 Miscellaneous DBE Program Requirements.** In accordance with Title 49 CFR Part 26 and the Commission's DBE Program rules in Title 7 CSR Division 10, Chapter 8, the contractor, for both the contractor and for the contractor's subcontractors and suppliers, whether DBE firms or not, shall commit to comply fully with the auditing, record keeping, confidentiality, cooperation and anti-intimidation or retaliation provisions contained in those federal and state DBE Program regulations. By bidding on a federal-aid contract, and by accepting and executing that contract, the contractor agrees to assume these contractual obligations, and to bind the contractor's subrecipients contractually, at the contractor's expense.

**15.0 Data Collection from Bidders for DBE and Non-DBE Subcontractors, Suppliers, Manufacturers and/or Borkering used and not used in bids during the reporting period.** MoDOT is a recipient of federal funds and is required by 49 CFR

26.11, to provide data about its DBE program. The information shall consist of all subcontractor quoting received for actual use and of consideration by the prime bidder. MoDOT will be requesting this information from bidding prime contractors and will provide prime bidders a form to submit the data by the last day of each month for the current letting. The information shall only include the names of both DBE and non-DBE companies that the prime bidders received quotes. MoDOT will then contact the DBEs and non-DBE subcontractors and request additional information from DBE and non-DBE subcontractors including current year of gross receipts and number of years in business. The information provided by the prime bidders shall not include any bid quote pricing regardless if it was used or not. This information will aid MoDOT in the determination of the availability of DBEs and will be used in subsequent availability studies.

**DBE Submittal Forms**

(6) **DBE Submittal Forms:** This form must be submitted by 4 p.m. three (3) business days after bid opening.

(A) DBE Contract Goal: By submitting this bid, the bidder certifies that the bidder is familiar with the DBE Program Requirements in this contract. The contract DBE goal for the amount of work to be awarded is 5% of the total federal project price. The bidder shall also complete the DBE Submittal Form in accordance with the program requirements.

(B) DBE Participation: The bidder certifies that it will utilize DBE's as follows:

    \* % OF TOTAL FEDERAL CONTRACT

NOTE: Bidder must fill in the above blank. If no percentage is specified, the bidder certifies that it agrees to, and will comply with the contract goal. If a percentage below the contract goal is specified, then the bidder must submit complete documentation of good faith efforts to meet the DBE contract goal, immediately below.

(C) Certification of Good Faith Efforts to Obtain DBE Participation: By submitting its signed bid, the bidder certifies under penalty of perjury and other provisions of law, that the bidder took each of the following steps to try to obtain sufficient DBE participation to achieve the Commission's proposed DBE Contract Goal: (Attach additional sheets if necessary).

\* To be submitted at a later date as per (6) above

Multiple horizontal lines provided for documentation of good faith efforts.



Missouri Department of Transportation

Prime Contractors 8/26/2024

VENDOR NUMBER	VENDOR NAME & ADDRESS	PHONE	FAX	CERT-DATE	EXP-DATE	AWEA CERT-DATE	EMAIL
0020750	JD Wallace Contracting, LLC dba JD Wallace Contracting PO Box 3754 Springfield MO 65804	(417)830-8309		8/23/2024	8/31/2025		Justin@jdwallace.co; Jennifer@jdwallace.co
0010270	JD Wallace Contracting & Trucking, Inc. 8400 State Highway 171 Carl Junction MO 64834	(417)649-1269 (417)649-1900		10/6/2023	10/31/2024	12/2/2017	jasbell@asbellcompanies.com; tkutz@asbellcompanies.com
0010194	Jefferson Asphalt Company PO Box 104960 Jefferson City MO 65110	(573)636-7121 (573)636-7538		5/10/2024	8/31/2025	9/19/2020	rnuff@capitalmaterials.mo.com; ssanders@capitalmaterials.mo.com
0021476	JK Concrete & Hauling, LLC 26460 Walnut Grove Rd California MO 65018	(573)418-5905		1/26/2024	1/31/2025	4/7/2024	JKconcrete.estimating@gmail.com
0029811	JKS Construction, Inc. dba JKS Concrete, Inc. 417 South 120th Street Girard KS 66743	(620)238-1204 (620)724-7016		8/25/2023	8/31/2024		cynthiabright50@yahoo.com
0025015	JLA Enterprises, Inc. dba JLA Construction PO Box 718 Brookline MO 65619	(417)867-7346 (417)867-7216		8/2/2024	8/31/2025		jennifer@jlaconstruction.com; vicky@jlaconstruction.com
0011806	Joe's Bridge & Grading, Inc. 31 Pine Cone Road Poplar Bluff MO 63901	(573)765-7669 (573)765-7228		2/23/2024	2/28/2025	2/20/2025	joes@boycomonline.com
0013029	Johnson Bros. Corporation, a Southland Company 1100 Kutoka Drive Grapevine TX 76051	(817)293-3344 (817)293-5069		6/7/2024	8/30/2025		janie@southlandholdings.com; license.reg@southlandholdings.com
0020367	Jokerst Paving & Contracting, Inc. PO Box 637 Festus MO 63026	(636)937-7101 (636)937-8688		8/4/2023	8/31/2024	6/2/2024	grant@jokerstpaving.com; nicole@jokerstpaving.com
0025976	Jokerst, Inc. 16444 Highway 32 Ste. Genevieve MO 63670	(573)883-7401 (573)883-7403		5/17/2024	5/31/2025		info@jokerstinc.net; kweller@jokerstinc.net
0020262	Joplin Industrial Electric Company, Inc. PO Box 848 Duernweg MO 64841	(417)623-3425 (417)623-1318		6/7/2024	8/30/2025	2/11/2015	jeff@joplinelectric.com
0026248	Jowers General Contracting, Inc. PO Box 401 Blytheville AR 72316	(870)763-6277 (870)763-6284		3/8/2024	3/31/2025		jowersgc@yahoo.com
0012337	JTL Landscaping, LLC dba JTL 4 Westbury Drive St. Charles MO 63301	(314)831-3954		1/26/2024	1/31/2025		jllandscapingllc@gmail.com; juecke@jtl.com
0010200	JULIUS KAAZ CONSTRUCTION CO., INC. 716 Cherokee Street Leavenworth KS 66048	(913)682-3560 (913)682-7582		5/31/2024	5/31/2025	6/8/2011	jody@kkaaz.com; Teresa@kkaaz.com
0011790	K & S Associates, Inc. 12963 Meurer Industrial Drive St. Louis MO 63127	(314)647-3635 (314)647-5302		8/18/2023	8/31/2024		tkaska@ksgcst.com
0020284	K. W. Lueckemeyer Painting & Wall Covering Co. 6613 Business 50 W Jefferson City MO 65109	(573)893-7199 (573)761-4177		8/2/2024	8/31/2025		kwlpainting1@gmail.com
0011379	K.J.U., Inc. dba K.J. Universal Construction Co. 4923 South Point Road Washington MO 63090	(636)239-2028 (636)239-2002		2/16/2024	2/28/2026	7/7/2024	info@kjunc.com; kara@kjunc.com
0011262	K&D Mocr, Inc. dba Southern Ditching & Excavating Company PO Box 1237 O'Fallon MO 63368	(636)441-1112 (636)441-3175		2/9/2024	2/28/2025		southernditching@hotmail.com
0010988	Kajacs Contractors, Inc. PO Box 969 Poplar Bluff MO 63902	(573)765-1745 (573)712-2503		4/5/2024	4/30/2025		scalvert@kajacs.com; myfynn@kajacs.com
0012511	Karrenbrock Construction, Inc. PO Box 279 New Melle MO 63365	(636)626-5420 (636)600-5420		7/26/2024	7/31/2025		office@karrenbrockconst.com
0012706	Karrenbrock Excavating, LLC PO Box 279 New Melle MO 63365	(636)626-5420 (636)600-5420		7/26/2024	7/31/2025		office@karrenbrockconst.com; KE@karrenbrockconst.com
0011224	KAT Excavation, Inc. 309-B N Oak Bates City MO 64011	(816)890-4811		4/26/2024	4/30/2025	2/13/2014	shelly@katexcavation.com
0010205	KCI Construction Company 10315 Lake Bluff Drive St. Louis MO 63123	(314)894-9888 (314)894-7418		3/8/2024	3/31/2025	10/13/2024	bkrueger@kciconstruction.com; stlbids@kciconstruction.com; sferrenbach@kciconstruction.com; dmathews@keeleysandsons.com; stan_samoska@keeleysandsons.com
0011059	Kealey & Sons, Inc. 6303 Collinsville Road East St. Louis IL 62201	(618)271-7470 (618)271-0830		4/12/2024	4/30/2025	6/2/2023	office@kealeyconstruction.com; ntimmermann@kealeyconstruction.com
0011096	Kealey Construction Group, Inc. 500 S Ewing Avenue Suite G St. Louis MO 63103	(314)421-5933 (314)282-9994		8/4/2023	8/31/2024		office@kealeyconstruction.com; ntimmermann@kealeyconstruction.com
0010274	Keith Simpson Contracting, LLC PO Box 500 Benton MO 63736	(573)270-4923		8/2/2024	8/31/2025	12/5/2020	keith_simpson1@hotmail.com
0026633	Keller Construction Company PO Box 8339 St. Joseph MO 64508	(816)232-5408 (816)232-3555		4/5/2024	4/30/2025		tk74@hotmail.com
0013140	Keller North America, Inc. 7559 Teague Rd Suite 300 Hanover MD 21076	(410)551-0365 (410)799-3768		7/19/2024	7/31/2025		licensing@keller-NA.com; Meghan.day@keller-na.com
0012766	Kelly Construction Group, Inc. 4021 E 143rd Street Grandview MO 64030	(816)821-7600		12/29/2023	12/31/2024		skelly@buildkelly.com
0011469	Kelpe Contracting, Inc. PO Box 100 Wilkwood MO 63038	(636)458-1400		1/19/2024	1/31/2025	6/25/2025	dsorensen@kelpe.com; evongruben@kelpe.com
0011281	Kiefner Brothers, Inc. 1459 N Kingshighway Cape Girardeau MO 63732	(573)334-0707 (573)334-0708		3/29/2024	3/31/2025		liz@kiefnerbrothers.com