



AGENDA

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

Opening Prayer

Pledge of Allegiance

Citizen Participation

Consent Agenda

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.

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).
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.

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.

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.**

[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.

[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.

[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.

[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.

Reports from Staff

Adjournment



- 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

MINUTES
City Council Regular Session
Municipal Court Building, 540 Civic Blvd
August 27, 2024 at 6:00 PM

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: City Administrator David Cameron, Chief of Staff Lisa Addington, City Attorney Megan McCullough, Fire Chief Duane Compton, City Clerk Laura Burbridge, Finance Director Bob Ford, Associate Planner Patrick Ruiz, Principal Planner Chris Tabor, Community Development Director Karen Haynes, Data and Security Supervisor Michael Sallee, Police Chief Brian Sells, Police Lieutenant Zach Richards, Recreation Superintendent Garrett Cline, Engineer Angel Falig, and GIS Manager Josh Jones.

Opening Prayer

Opening prayer was led by Mayor Eric Franklin.

Pledge of Allegiance

The Pledge of Allegiance was led by Mayor Eric Franklin.

Mayor's Announcements

1. **Appoint Peggy King to the Housing Authority to fill the term of Kevin Corner through June 20, 2026.**

Mayor Franklin announced the appointment of Peggy King to the Housing Authority.

Citizen Participation

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

2. Approve the August 20, 2024 City Council Minutes.

Board, Commission, and Committee Schedule

City Council Meeting	September 3, 2024-Cancelled
Board of Adjustment Meeting	September 5, 2024-Cancelled
Planning & Zoning Meeting	September 9, 2024
City Council Meeting	September 17, 2024-moved to September 10, 2024

Old Business and Tabled Items

3. **24-46 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 25 Acres of Real Property Located at the 1100 Block of North Main Avenue, from Agricultural (AG) to Medium-Density Single-Family Residential (R1-M).**

Motion was made by Council Member Shaw and seconded by Council Member Fields to have the second reading of Bill 24-46 by title only. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. 0 Nay. Motion Carried. Chris Tabor was available for questions of Council. Council Member Shaw motioned for the passage of Bill 24-46. Council Member Neal seconded. A roll call vote was taken digitally. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. Motion Carried.

4. **24-47 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 0.46 Acres of Real Property Located at 907 North Walnut Avenue, from Light Industrial (M-1) to Multi-Family Residential (R-3).**

Motion was made by Council Member Harter and seconded by Council Member Neal to have the second reading of Bill 24-47 by title only. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. 0 Nay. Motion Carried. Patrick Ruiz was available for questions of Council. Council Member Harter motioned for the passage of Bill 24-47. Council Member Neal seconded. A roll call vote was taken digitally. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. Motion Carried.

5. **24-48 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 24.32 Acres of Real Property Located at 1 Convoy Drive, from General Commercial (C-2) to Heavy Industrial (M-2).**

Motion was made by Council Member Fields and seconded by Council Member Shaw to have the second reading of Bill 24-48 by title only. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. 0 Nay. Motion Carried. Chris Tabor was available for questions of Council. Council Member Harter motioned for the passage of Bill 24-48. Council Member Neal seconded. A roll call vote was taken digitally. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. Motion Carried.

6. **24-49 An Ordinance of the City Council Establishing the Procedure for Disclosing Potential Conflicts of Interest and Substantial Interests for Certain Officials.**

Motion was made by Council Member Neal and seconded by Council Member Harter to have the second reading of Bill 24-49 by title only. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. 0 Nay. Motion Carried. Megan McCullough was available for questions of Council. Council Member Harter motioned for the passage of Bill 24-49. Council Member Neal seconded. A roll call vote was taken digitally. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. Motion Carried.

7. **A Public Hearing of the City Council Regarding Setting the 2024 Property Tax Levies for the City of Republic, Missouri.**

Mayor Franklin opened the public hearing at 6:06 p.m. No one came forward so Mayor Franklin closed the public hearing at 6:07 p.m.

8. **24-50 An Ordinance of the City Council Setting the 2024 Property Tax Levies for the City of Republic, Missouri.**

Motion was made by Council Member Neal and seconded by Council Member Harter to have the second reading of Bill 24-50 by title only. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. 0 Nay. Motion Carried. Bob Ford was available for questions of Council. Council Member Fields motioned for the passage of Bill 24-50. Council Member Shaw

seconded. A roll call vote was taken digitally. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. Motion Carried.

9. 24-51 An Ordinance of the City Council Approving Budget Amendment No. 1 to the Budget for the Fiscal Year 2024.

Motion was made by Council Member Harter and seconded by Council Member Neal to have the second reading of Bill 24-51 by title only. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. 0 Nay. Motion Carried. Bob Ford was available for questions of Council. Council Member Harter motioned for the passage of Bill 24-51. Council Member Neal 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)

10. 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 Shaw and seconded by Council Member Neal to have the first 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 gave an overview of the bill. Derek Lee, 1200 E. Woodhurst spoke in favor of the bill representing the owner, Wal Mart and Mr. Rankin prior to closing. Mayor Franklin reminded Council that this is a first read and to get with staff prior to the next meeting with any questions.

11. 24-53 An Ordinance of the City Council Approving the Final Plat of The Hills of Olde Savannah Second Addition Subdivision.

Motion was made by Council Member Harter and seconded by Council Member Neal to have the first reading of Bill 24-53 by title only. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. 0 Nay. Motion Carried. Chris Tabor gave an overview of the bill. Mayor Franklin announced that pursuant to 3.10 (f) of the Charter, Staff has requested the second reading of this ordinance during tonight's meeting. Council Member Gerke motioned to hold the second reading during tonight's meeting. Council Member Neal seconded. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. 0 Nay. Motion Carried.

12. 24-54 An Ordinance of the City Council Approving the Final Plat of The Lakes at Shuyler Ridge Phase 4 Subdivision.

Motion was made by Council Member Harter and seconded by Council Member Neal to have the first reading of Bill 24-54 by title only. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. 0 Nay. Motion Carried. Chris Tabor gave an overview of the bill. Mayor Franklin announced that pursuant to 3.10 (f) of the Charter, Staff has requested the second reading of this ordinance during tonight's meeting. Council Member Harter motioned to hold the second reading during tonight's meeting. Council Member Neal seconded. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. 0 Nay. Motion Carried.

New Business (Second Reading of Ordinances)

13. 24-53 An Ordinance of the City Council Approving the Final Plat of The Hills of Olde Savannah Second Addition Subdivision.

Motion was made by Council Member Harter and seconded by Council Member Neal to have the second reading of Bill 24-53 by title only. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. 0 Nay. Motion Carried. Chris Tabor was available for questions of Council. Council Member Harter motioned for the passage of Bill 24-53. Council Member Neal seconded. A roll call vote was taken digitally. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. Motion Carried.

14.24-54 An Ordinance of the City Council Approving the Final Plat of The Lakes at Shuyler Ridge Phase 4 Subdivision.

Motion was made by Council Member Neal and seconded by Council Member Harter to have the second reading of Bill 24-54 by title only. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. 0 Nay. Motion Carried. Chris Tabor was available for questions of Council. Council Member Harter motioned for the passage of Bill 24-54. Council Member Fields seconded. A roll call vote was taken digitally. The vote was 7 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, and Updike. Motion Carried.

Other Business (Resolutions)

15.24-R-34 A Resolution of the City Council Awarding the Bid for Water Storage Tank Cleaning, Patching, and Painting to Hogan's Inc.

Motion was made by Council Member Fields and seconded by Council Member Neal to take up Resolution 24-R-34. David Cameron 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.

16.24-R-35 A Resolution of the City Council Authorizing the City Administrator to Take the Necessary Steps for Preparation of a Petition to Form a Community Improvement District (CID) in the City and for Negotiation of a Developer's Agreement to Govern the CID.

Motion was made by Council Member Shaw and seconded by Council Member Fields to take up Resolution 24-R-35. David Cameron 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.

17.24-R-36 A Resolution of the City Council Making Available the Statement of Costs for a Possible Change in Retirement Benefits for City Employees Under the Missouri Local Government Employees Retirement System.

Motion was made by Council Member Neal and seconded by Council Member Gerke to take up Resolution 24-R-36. Bob Ford 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

City Administrator David Cameron noted there is no Administrator's Report tonight, but will have one again on September 10th. Mr. Cameron announced that a former 8-year-veteran of the Republic Police Department, Justin Warnow, unexpectedly passed away on August 26th. Mr. Cameron expressed his condolences and deep sympathy to his friends and family.

City Administrator David Cameron announced that all administrative staff have moved offices to the BUILDS building. Mr. Cameron reported we will see a transition of the Council Chamber to that facility

in the future. Mr. Cameron noted the drop box at 213 N. Main St will be moved to the BUILDS Building on 10/1.

City Administrator David Cameron announced a Council Workshop on September 24th regarding water rates.

City Administrator David Cameron thanked those who signed up to participate in the gotMud? Run. Mr. Cameron reported that over a quarter million gallons of water was hauled to make that event happen. Mr. Cameron thanked the staff for their work on it.

City Administrator David Cameron thanked Council for the passage of the budget amendment. Mr. Cameron congratulated Josh Jones as his data analysis team was added as part of the amendment. Mr. Cameron reported he will forward a document from Cherry Bekaert, our ERP consultant, commending the data analysis team for their forward thinking that helps puts them ahead of the curve compared to most communities.

City Administrator David Cameron announced the Wal Mart project is another great addition to the community, thanking Tom Rankins and staff for making that happen. Mr. Cameron reported this has been ongoing work for about 2 years. Mr. Cameron shared his appreciation for Council's support on these developer agreements, noting he can't talk about how many jobs were created from this project yet but it is significant.

City Administrator David Cameron thanked Karen Haynes, Chris Tabor, and Patrick Ruiz for their work on his presentation regarding Community Improvement Districts, adding they did all the preparation with little to no direction or assistance.

City Administrator David Cameron announced the birth of his first grandchild, Adeline James Cameron, who was born last night. Mr. Cameron noted her birth reminds him what we are working for and that we want to take care of the community the right way. Mr. Cameron congratulated his son and daughter in law.

City Administrator David Cameron wished everyone a great Labor Day weekend.

Mayor Eric Franklin expressed his condolences and prayers to the Warnow family and their friends. Mayor Franklin thanked everyone for participating in the gotMud? Run, adding he has heard great feedback.

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 610.021.2 Real estate acquisition. Closed session. Closed vote. Closed record.
2. RSMo 610.021.13 Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants or employment. Closed Session. Closed Vote. Closed Record.

Motion was made by Council Member Harter and seconded by Council Member Shaw at 6:46 p.m. to go into Executive Session under RSMo 610.021.2 Real estate acquisition. Closed session. Closed vote. Closed record., RSMo 610.021.12 Documents related to a negotiated contract until a contract is executed, or all proposals are rejected. Closed Session. Closed Vote. Closed Record. and RSMo 610.021.13 Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment. Closed session. Closed vote. Closed record. A roll call vote was taken. The vote was 7 Aye-Updike, Neal, Harter, Fields, Campbell, Shaw, and Gerke. 0 Nay. Motion carried.

Motion was made by Council Member Updike and seconded by Council Member Harter to adjourn the Executive Session Meeting at 7:10 p.m. A roll call vote was taken. The vote was 7 Aye-Campbell, Updike, Neal, Gerke, Fields, Harter, and Shaw. 0 Nay. Motion carried.

ATTEST:

Laura Burbridge, City Clerk

Eric Franklin, Mayor

DRAFT



City of Republic

Vendor Audit Report

Item 2.

For Date Range 08/01/2024 - 08/31/2024

Vendor	Added	Added User	Deleted	Deleted User
10617 - Springfield Quality Services LLP	08/22/2018	Heather Green		
40076 - Phillip & Susan Peck	08/01/2024	SHERRI WOODS		
40077 - Bonfire Interactive Ltd	08/01/2024	SHERRI WOODS		
40078 - Lovelace Farms Inc	08/01/2024	SHERRI WOODS		
40079 - Pitney Bowes Bank Inc Purchase Power	08/05/2024	SHERRI WOODS		
40080 - Eric Ingram	08/08/2024	SHERRI WOODS		
40081 - Benjamin E Collins	08/13/2024	SHERRI WOODS		
40082 - Cristopher OBrien	08/14/2024	SHERRI WOODS		
40083 - Missouri Wildflowers Nursery LLC	08/15/2024	SHERRI WOODS		
40084 - Heithaus Engineering & Associates Inc	08/19/2024	SHERRI WOODS		
40085 - McCauley Foundation	08/20/2024	SHERRI WOODS		
40086 - Jerod Youb	08/23/2024	SHERRI WOODS		
40087 - Priority One Safe-T, LLC	08/27/2024	SHERRI WOODS		
40088 - Jamie Burrow	08/29/2024	SHERRI WOODS		
40089 - Klnney Amusement Co	08/30/2024	SHERRI WOODS		
40090 - Darragh Company	08/30/2024	SHERRI WOODS	08/30/2024	SHERRI WOODS

Vendor Count: (16)



Record Destruction Request Form

MISSOURI RETENTION MANUAL CODE	NAME/DATE OF RECORDS TO BE DISPOSED	DATE(S) OF DOCUMENTS	RETENTION TIME NEEDED FOR RECORD
GS 125 Certification of Tax Rates	Pro-Forma Tax Rate Letter	2006-2022	Completion of Audit
GS 026 Employee Personnel Records	Master personnel files (employment summary remains)	2010-2013	Master personnel file, date of separation + 10 years; Employment summary, date of separation + 20 years
GS 052 Building Applications and Permits	Hwy Permits	1987-2017	5 years after expiration
GS 027 Employee Medical Records	Medical records from personnel files	2000-2010	7 years after separation
GS 033 Wage and Tax Statements	W-2's	2016-2018	5 years
GS 035 Employee Withholding Forms	W-4 Forms	2004-2018	5 years after superseded or separation
GS 042 Volunteer Worker Records	Reserve and Auxiliary Volunteers	2006-2020	3 years after separation
GS 043 Drug Testing Records	Drug test results	2013-2021	Retain positive 5 years, retain negative 1 year.
GS 064 Training Records	Employee training records	2002-2018	Individual Employee/Official Training Records, retain 5 years after termination of employment any records not transferred to the employee/official's master Personnel Record
GS 090 Unemployment Insurance Case Files	Unemployment Case Files; Unemployment Claims Files	2014-2015;	2 years after last action
GS 091 Worker's Compensation Case File	Worker's Compensation Claims	2011-2013	If action taken, retain 10 years after
GS 118 Employee Benefit Records--	Health/Vision/Dental Insurance, long-term disability insurance, life	2000-2017	6 Years after separation and 6 years
GS 060 Contracts, Leases, and Agreements	Employment contracts	2000-2018	5 years after expiration



AGENDA ITEM ANALYSIS

Project/Issue Name: 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.

Submitted By: Karen Haynes, Community Development Director

Date: September 10, 2024

Issue Statement

The BUILDS Department is requesting authorization to return Greene County’s contributed funds, in the amount of \$600,000, for the MM Expansion/Cost-Share Project.

Discussion and/or Analysis

The City and Greene County entered into an Inter-Governmental Agreement (IGA) for the MM Expansion/Cost-Share Project, approved by Resolution of City Council on May 03, 2022. The IGA outlined Greene County’s partnership in the expansion project by financially contributing \$1.5 Million dollars to the City, to assist in funding the project, over the course of five (5) years, with annual contributions of \$300,000.

Greene County made two (2) annual \$300,000 contributions, in 2022 and 2023, totaling \$600,000, which has been held in an escrow account for the Project.

Earlier this year, Greene County submitted a formal request for reimbursement of the \$600,000, in accordance with the approved IGA.

The MM Expansion/Cost-Share Project is currently on-hold due to current project estimates, approximately \$6 Million over obligated funding for the Project.

The City acknowledges formal termination of the Agreement in accordance with the terms outlined in the IGA. Additionally, the City acknowledges no party has breached or is alleged to have breached the Agreement, and the City has no objection to approving the County’s request for a refund of the full contribution amount in a single, lump-sum payment of \$600,000.

Recommended Action

Staff recommends approval.

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

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 May 3, 2022, via Ordinance 22-28, the Council authorized the City to enter into an Inter-Governmental Agreement ("IGA") with Greene County for the expansion of a portion of Highway MM between the Interstate-44 Interchange and extending to the Route 360 Interchange ("Expansion Project"); and

WHEREAS, under the terms of the IGA, outlined Greene County agreed to contribute \$1.5 million to the City over the course of five (5) years, with annual contributions of \$300,000; and

WHEREAS, Greene County made two (2) annual \$300,000 contributions to the City, one in 2022 and another in 2023, totaling \$600,000, which the City has held in an escrow account for the Expansion Project; and

WHEREAS, due to developments occurring after execution of the IGA beyond the City's control, as well as several changes in the scope of the Expansion Project itself, the Expansion Project has been placed on hold; and

WHEREAS, as a result of the postponement, Greene County has requested formal termination of the IGA, in accord with its terms, and return of the funds contributed to the City to date; and

WHEREAS, neither Greene County nor the City have breached or is alleged to have breached the IGA, but rather, the request is in line with the termination provisions set forth in the IGA; and

WHEREAS, the City agrees that termination of the IGA, in accord with its terms, along with the City's return of the funds contributed to date under the IGA, is appropriate at this time, given the circumstances as described herein; and

WHEREAS, for all the foregoing reasons, the Council finds it is in the best interest of the City to formally terminate the IGA and return the contributed funds to date in the amount of \$600,000 to Greene County, as it is consistent with the parties' rights and obligations under the IGA and is the most economically responsible action on the part of the City given the postponement.

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

Section 1. The Intergovernmental Agreement between Greene County and the City, attached and labeled "Exhibit 1" and expressly incorporated herein ("IGA"), is formally terminated, pursuant to the terms set forth in the IGA and the mutual agreement of all parties to the IGA.

Section 2. The City Administrator, and his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Resolution.

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

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

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

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

CCO Form: FS09
Approved: 03/04 (BDG)
Revised: 12/17 (MWH)
Modified: 02/22 (MWH)

Route MM, Greene County
MoDOT Project No. 8S0836B
City of Republic
2021-11-66806

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
ECONOMIC DEVELOPMENT AGREEMENT**

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

WITNESSETH:

WHEREAS, the Entity applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share Program*; and

WHEREAS, on September 23, 2021, the Cost Share Committee approved the Entity's application to the *Cost Share Program* for economic development subject to the terms and conditions of this Agreement.

WHEREAS, on November 3, 2021, the Commission approved the Entity's application to the *Cost Share Program* subject to the terms and conditions of this Agreement.

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

(1) PURPOSE: The purpose of this Agreement is to co-ordinate the participation by the Entity in the cost of the Commission's Project 8S0836B.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

Route MM (Brookline Boulevard) from the Interstate 44 interchange to the Route 360 (James River Freeway) interchange in Republic, Missouri.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

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

(4) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of

administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

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

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

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

(8) PLANS AND CONSTRUCTION: The Entity shall be responsible for preliminary engineering, including preparation of environmental documentation for Commission review, right-of-way acquisition, utility relocations and construction engineering and inspection for the herein improvements. The plans shall be prepared in accordance with and conform to Commission requirements. The Commission will provide engineering oversight of preliminary engineering, right-of-way acquisition and construction. The Commission will also let and administer the project.

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

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

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

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

(13) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the Entity, and the Entity may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the Entity" is to be substituted. The Entity agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(14) UTILITY RELOCATION:

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

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

(C) In cases of public utilities owned by the Entity which must be moved, adjusted, or altered to accommodate construction of this improvement, and such entity-owned utilities, poles, wires, conduits, and pipes are located within the present Entity's city limits and located on an existing Entity city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the Entity shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the Entity in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's District Engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. The Cost Share eligibility of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(D) Should it be necessary to alter, relocate or adjust any Entity-owned utility facilities outside the present Entity's city limits on public right-of-way or on state highway right-of-way within or outside the Entity's city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the Entity at its sole cost and shall not count toward the Entity's share of the

transportation project costs per the terms of this Agreement.

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

(15) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the Entity agrees as follows:

(A) The total project costs, currently estimated at ten million, forty-eight thousand, four hundred twenty-seven dollars (\$10,048,427), includes preliminary engineering, preliminary engineering review, right of way acquisition and incidentals, right of way review, construction, utilities, construction engineering and construction engineering review. The details of the estimated cost breakdown are listed below and in "Exhibit B", which is attached hereto and made part hereof.

(B) The Entity shall be responsible for thirty-eight and one-half percent (38.5%) of the total project cost. The current estimate of the Entity's responsibilities is three million, eight hundred seventy-three thousand, four hundred twenty-seven dollars (\$3,873,427). Of this amount, the Entity may seek reimbursement for up to a maximum of two million, two hundred ninety-six thousand dollars (\$2,296,000) in federal Surface Transportation Block Grant - Urban (STBG-Urban) program funds distributed by the Ozarks Transportation Organization.

(C) In addition, The Entity shall provide thirty-nine and two tenths percent (39.2%) of the actual cost incurred by providing the services of preliminary engineering, right-of-way incidentals, right-of-way land acquisition, utility relocations, and inspection. The total cost of the above-referenced services is currently estimated to be one million, two hundred thirty-seven thousand, three hundred fifty-seven dollars (\$1,237,357). The Entity may seek reimbursement for up to eighty percent (80%) of the Entity's share of utility relocation costs with STBG-Urban program funds, currently estimated to be four hundred ninety-one thousand, eight hundred twelve dollars (\$491,812).

(D) The remainder of the Entity's financial responsibilities under this Agreement shall be contributed to the project's construction contract. In partial fulfillment of the Entity's financial responsibilities, the Entity agrees the Commission may program any remaining STBG-Urban program funds not used for utility relocations, referenced above, and currently estimated to be one million, eight hundred four thousand, one

hundred eighty-eight dollars (\$1,804,188), and up to the maximum combined programming and reimbursement of STBG-Urban program funds in the amount of two million, two hundred ninety-six thousand dollars (\$2,296,000) as referenced above in paragraph (15)(B). The Entity shall pay for construction costs in cash in an amount currently estimated to be five hundred, thirty-two thousand, five hundred twenty-seven dollars (\$532,527). In addition, the Entity shall pay for construction cost, by remitting a check in the amount of five hundred, thirty-two thousand, five hundred twenty-seven dollars (\$532,527) no later than five (5) days prior to the Commission's advertisement of the project for bids. The check shall be made payable to the *Missouri Highways and Transportation Commission – Local Fund*. If the Entity fails to make any of the required deposits, the Commission is under no obligation to continue with the project.

(E) The Commission will pay for a maximum of sixty-one- and one-half percent (61.5%) of the total project cost, not to exceed six million, one hundred seventy-five thousand dollars (\$6,175,000). Of this amount, the Commission will provide six million dollars (\$6,000,000) from the Commission's Cost Share Program for Economic Development, with two million (\$2,000,000) available in each State Fiscal Year 2022, 2023, and 2024, and preliminary engineering review, right of way review and construction engineering review services by Commission personnel estimated to total one hundred seventy-five thousand dollars (\$175,000).

(F) The Entity shall be responsible for the balance of the project in excess of ten million, forty-eight thousand, four hundred twenty-seven dollars (\$10,048,427). The Commission and the Entity will share cost savings according to their pro rata share.

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

(16) COMMISSION REIMBURSEMENT OF ENTITY EXPENSES: The Commission will reimburse the Entity for sixty and eight tenths percent (60.8%) of its costs incurred for preliminary engineering, right-of-way incidentals, right-of-way land acquisition, utility relocations, and inspection. The Entity may request progress payments be made for the herein improvements as work progresses but not more than monthly. Progress payments must be at least every 90 days. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The Entity shall repay any progress payments which involve ineligible costs. The Commission will seek federal reimbursement for these costs, and the Entity shall follow all requirements for the use of federal funds in the Commission's *Local Public Agency Manual*.

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

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

(19) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission.

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

(21) CLOSE AND VACATE: The Entity shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(22) LIGHTING

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

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

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

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

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

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

(27) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the

roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

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

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

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

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

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

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

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

Commission to: Missouri Department of Transportation
Attn: Steve Campbell, District Engineer
3025 E. Kearney Street
Springfield, MO 65803
Email: steven.campbell@modot.mo.gov

Entity to: City of Republic
Attn: Andrew Nelson, BUILDS Administrator
204 North Main Avenue
Republic, MO 65738
Email: ANelson@republicmo.com

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

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

(36) INDEMNIFICATION:

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

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

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

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

(C) In no event shall the language of this Agreement constitute or be

construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

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

(38) ACCESS TO RECORDS: The Entity and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the Entity receives reimbursement of their final invoice from the Commission.

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

(40) MANDATORY DISCLOSURES: The Entity shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving

Remainder of Page Intentionally Left Blank; Signatures and Execution Appear on Following Page

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

Executed by the on 2022-04-11 | 10:51 AM CDT (DATE).

Executed by the Commission on 2022-04-13 | 10:30 AM CDT (DATE).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

CITY OF REPUBLIC

DocuSigned by: Eric Schroeter
5F8CCFE9B29E499...

DocuSigned by: David Cameron
1373B9A8BA27487...

Title Assistant Chief Engineer

Title City Administrator

ATTEST:

ATTEST:

DocuSigned by: Bonita Hoban
A4666CD7996249B...

DocuSigned by: Laura Burbridge
022FCCD22C8249C...

Secretary to the Commission

Title City Clerk

Approved as to Form:

Approved as to Form:

DocuSigned by: Megan Waters-Hamblin
BA34EE9EF9E5407...

DocuSigned by: [Signature]
CFD2FEBEE959409...

Commission Counsel

Title: City Attorney

Ordinance No 22-17

Note: If the Entity is a county with a commission form of government, additional lines need to be inserted to allow all three commissioners to sign the agreement.

EXHIBIT "B" PROJECT ESTIMATE AND FUNDING

"Exhibit B"

Project Name: North Route MM Improvements
MoDOT Job Number: 8S0836B
Description: Roadway improvements on Route MM (Brookline Ave.) from I-44 to Route 360 (James River Freeway) in Republic.

Definition of "Total Project" for Cost Apportionment Includes:

Preliminary Engineering	ROW Incidentals	Utilities
ROW	Construction and Non-Contractuals	Construction Engineering
MoDOT Oversight		

Project Estimate

	Current Estimate and Inflation	Cost Apportionment Eligible
Preliminary Engineering	\$ 685,692	\$ 685,692
Right-of-way	\$ 1,136,278	\$ 1,136,278
Right-of-way Incidentals	\$ 260,000	\$ 260,000
Utilities	\$ 614,765	\$ 614,765
Construction w/ Contingency	\$ 6,719,384	\$ 6,719,384
MoDOT Oversight	\$ 175,000	\$ 175,000
Construction Engineering	\$ 457,308	\$ 457,308
Total	\$ 10,048,427	\$ 10,048,427

Project Responsibilities

Preliminary Engineering	City
ROW Acquisition	City
Letting	MoDOT
Inspection	City

Financial Responsibilities

City of Republic - Local	\$ 1,577,427	Total Local Share
City of Republic - STBG-Urban	\$ 2,296,000	\$ 3,873,427
	\$ -	38.5%
MoDOT SW in-kind	\$ 175,000	Total MoDOT Share
MoDOT Cost Share/Eco Dev	\$ 6,000,000	\$ 6,175,000
	\$ -	61.5%

How are overruns and underruns handled?

Entity, City of Republic to pay all costs over \$10,048,427. Underruns will be shared per pro rata share: City 38.5% and MoDOT 61.5%

EXHIBIT "C"
FHWA FORM 1273

FHWA-1273 -- Revised May 1, 2012

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



County of **GREENE** State of Missouri



GREENE COUNTY HIGHWAY DEPARTMENT
2065 N CLIFTON, SPRINGFIELD, MO 65803
FAX (417) 831-5216
(417) 831-3591

BOB DIXON Presiding Commissioner	RUSTY MACLACHLAN Commissioner 1 st District	JOHN C. RUSSELL Commissioner 2 nd District	ADAM HUMPHREY Highway Administrator
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February 20, 2024

Mr. Andrew Nelson
Assistant City Administrator
City of Republic BUILDS Department
4221 S Wilson’s Creek Boulevard
Republic, MO 65738

RE: Route MM Widening Project – Cost Share Agreement Termination Request

Dear Mr. Nelson,

The purpose of this letter is to address the existing Intergovernmental Cooperative Agreement that was executed between Greene County and the City of Republic in May of 2022 for the purpose of cost sharing public roadway widening improvements along the Route MM corridor between James River Freeway and Interstate 44.

It is our understanding that recent circumstances beyond the control of the City of Republic have resulted in some significant changes to the participation of cost share funds from the State of Missouri, and has also led to some changes in the overall scope of the proposed 5-lane roadway widening improvements as originally specified within the existing cooperative agreement. Therefore, by means of this correspondence, we are formally requesting that the existing Intergovernmental Cooperative Agreement between Greene County and the City of Republic be terminated at this time. Per the terms specified within the contract, we are requesting a refund of the Greene County funds that have been contributed thus far (\$600,000) to this project.

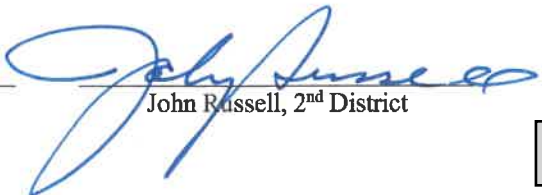
The Greene County Commission recognizes that the City of Republic is continuing to work towards the delivery of a revised project scope that will benefit the Route MM corridor, and we would welcome further discussion with the City of Republic regarding the County’s possible participation in those upcoming public improvements.

Sincerely,

The Greene County Commission


Bob Dixon, Presiding Commissioner


Rusty MacLachlan, 1st District


John Russell, 2nd District



AGENDA ITEM ANALYSIS

Project/Issue Name: 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.

Submitted By: Karen Haynes, Community Development Director

Date: September 10, 2024

Issue Statement

The Community Development Department is requesting approval authorizing the City Administrator to enter into a Developer's Agreement for the construction of water main public improvements for Lot 7 of the Hankins Farm Planned Development District (PDD).

Discussion and/or Analysis

The Hankins PDD is a newly constructed industrial and commercial subdivision located at the northwest corner of State Highway MM and East Sawyer Road; the PDD Development Plan was approved by Council earlier this year.

The Developer's Agreement authorizes the City to partner with the Developer to construct infrastructure improvements, including approximately 1200 linear feet of eight (8) inch water main and hydrants; the Developer will reimburse the City for the costs of materials and equipment used in construction.

The Developer has submitted Infrastructure Plans for development of Lot 7 for a new spec warehouse, which will be the first of several large-scale economic development projects/job centers in the area.

Recommended Action

Staff is recommending approval of the Developer's Agreement.

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

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 June 4, 2024, via Resolution 24-R-29, the Council authorized the City Administrator to negotiate the terms of a Developer Agreement (“Agreement”) for the installation of specified improvements upon Lot 7 (“Property”) of the Hankins Farm Planned Development District (“PDD”); and

WHEREAS, the infrastructure improvements will include construction of 1,200 linear feet of eight inch water main and hydrants, for which Developer will reimburse the City for the costs of materials and equipment used during construction; and

WHEREAS, based upon presentation and materials submitted by City staff, the Council finds that authorizing the Agreement is in the City’s best interest as it will benefit the community through the continued economic growth and development in the City.

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

- Section 1:** The City Administrator or his/her designee, on behalf of the City, is authorized to enter into a Developer Agreement with Wal-Mart Stores East, LP for the public improvements referenced herein on the Property, said agreement to be in substantially the same form as that attached hereto and labeled “Exhibit 1”.
- Section 2:** The City Administrator, or his/her designee, on behalf of the City, is authorized to take the 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.

Eric Franklin, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT (“Agreement”) is entered into by and between the City of Republic Missouri (“City”), Republic 63, LLC (“Developer”), and Wal-Mart Stores East, LP (“Owner”) as of the date on which the last signature affixed hereto below was placed (the “Effective Date”). City, Developer, and Owner are sometimes referred to herein individually as the “Party” or collectively as the “Parties.”

WITNESSETH:

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

WHEREAS, Developer is a Missouri Limited Liability Company; and

WHEREAS, Owner is a Delaware limited partnership; and

WHEREAS, Owner currently owns the real property located at or near 3176 North Drury Lane in Republic, Missouri (the “Property”), more specifically described/identified in the document(s) attached hereto and labeled “**Exhibit A**”, the entirety of which is expressly incorporated herein; and

WHEREAS, Developer and Owner have entered into that certain Development Agreement, dated August 20, 2024 (the “Development Agreement”), pursuant to which Developer shall construct and develop a new commercial area on the Property; and

WHEREAS, in order for Developer to install the commercial area as planned, certain public improvements need to be constructed on or about the Property; and

WHEREAS, City recognizes the need to encourage development in the City of Republic and desires to help facilitate the development of the Property, to the extent the City has available resources to do so; and

WHEREAS, the purpose of this Agreement is to memorialize the Parties’ agreed upon respective responsibilities for the improvements to the Property as detailed more further herein.

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

1. **Ability to Contract:** Owner represents and warrants that it has the ability to enter into this Agreement and holds all ownership interest in the Property required to execute this Agreement and to fulfill all terms contained herein. Developer represents and warrants that it has the ability to enter into this Agreement and to fulfill all terms contained herein. City represents and warrants that it has the ability to enter into this Agreement and to fulfill all terms contained herein.

2. Public Improvements:

- a. Scope of Work Under This Agreement: In exchange for Developer's promises herein, City agrees that it shall perform the following work under this Agreement (hereafter, the "Work"):
 - i. City shall plan, coordinate, and install all necessary water lines, systems, and facilities (the "Public Improvements"), as more specifically described in **Exhibit "B"** attached hereto and made a part hereof (the "Preliminary Plans and Specifications"), for the City to provide potable water service to the Property with sufficient capacity to meet the anticipated demand projected for the Property.
 - ii. Installation of the Public Improvements shall include the looping of other or additional water system(s), if any, as set forth in the Preliminary Plans and Specifications.
 - iii. The Public Improvements shall be located within the utility easement(s) area shown on **Exhibit "C"** attached hereto and made a part hereof (the "Easement Area"); provided, however, in the event that the Final Plans contemplate that the Public Improvements shall be located outside of the Easement Area, the Easement Area shall be modified in the Addendum (as defined below) to ensure that the Easement Area fully encompasses the location of the Public Improvements.
 - iv. All specifications for the Public Improvements shall be set forth in the Final Plans.
- b. Construction Period and Cost Estimates:
 - i. The Parties agree and acknowledge that the City's construction of the Public Improvements cannot be determined with reasonable certainty until completed engineering plans are delivered to City.
 - ii. Developer shall within sixty (60) days after the Effective Date, deliver to the City engineering plans and other applicable infrastructure plans, signed and sealed, and approved by Owner (the "Proposed Infrastructure Plans").
 - iii. City shall then have ten (10) business days to review the Proposed Infrastructure Plans and respond to Developer with any questions, suggestions, and/or changes.
 - iv. Once all questions, suggestions, and/or changes have been fully addressed and agreed upon by the Parties ("Final Plans"), a timeline for the construction and completion of the Work under this Agreement (the "Construction Period"), along with an estimate of the construction costs for the Work ("Estimated Costs"), shall be established by the Parties, and shall be set forth in a formal, written addendum to this Agreement, which shall be negotiated in good faith and signed by all Parties to this Agreement ("Addendum").

- v. 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 expiration of the Construction Period or to continue constructing the Public Improvements after the Construction Period, so long as City is making substantial and continuing progress toward completion of the Public Improvements. Further, the Construction Period shall be extended as necessary to accommodate delayed progress of the Public Improvements due to changes in Work, any act or omissions of Developer or its employees, agents, or representatives that are contrary to this Agreement or any other cause that is not reasonably foreseen or beyond the control of City, its subcontractors, or suppliers including, but not limited to acts of God, natural or manmade disaster, delay in the transportation or shortages of materials or equipment, extreme weather conditions, or labor disputes.
 - c. Work Required for Public Improvements: Unless otherwise specified in this Agreement, or as modified by written amendment duly executed by the Parties, City shall have sole authority and discretion over the contractors or subcontractors hired to do the Work, the engineer(s) selected, the construction methods used, the equipment, materials and supplies to be used, and providers of such equipment, materials and supplies.
 - d. Site Access: At all times during the course of this Agreement, the City, including its employees, workers, subcontractors, suppliers, and other authorized representatives, shall have reasonable access to the Easement Area for the purpose of performing its Work under this Agreement, at reasonable times and upon reasonable prior notice of not less than twenty-four (24) hours, through such paths of ingress and egress over the Property as Owner may designate from time to time. At all times during the course of this Agreement, Developer and Owner, including their employees, workers, subcontractors, suppliers, and authorized representatives, shall have access to the Property (provided, however Developer and Owner shall not unreasonably interfere with the performance of the Work by the City).
3. Costs of the Public Improvements:
- a. Engineering Plans Costs: Developer shall be solely responsible for all costs of the Proposed Infrastructure Plans and Final Plans.
 - b. Public Improvements Costs: Subject to the exception(s) set forth in paragraph 3(d) below, and pursuant to the terms set forth below, Developer shall be solely responsible for the direct costs of the Public Improvements (the "Public Improvement Costs"), which includes but is not necessarily limited to cost of grading, aggregate, fill materials, line and piping materials, concrete, fire hydrants, and all other apparatuses necessary or appropriate to the installation of Public Improvements in accord with industry standards.
 - i. Although City will initially pay for the Public Improvement Costs, Developer shall be responsible to reimburse City for all such costs.

- ii. The Parties agree the Public Improvement Costs to be reimbursed by Developer for the Public Improvements include the following: (1) Actual costs incurred by City for the material expenses of the Public Improvements, (2) Actual expenses and costs incurred by City for the labor of workers or entities not employed by City, specifically including but not necessarily limited to contractors and subcontractors, (3) Actual expenses and costs incurred by City for the rental of equipment and/or tools not owned by City, (4) Actual expenses and costs associated with utilities necessary or utilized in performing the Work, (5) Actual expenses and costs of transportation incurred in performing the Work, (6) Actual taxes incurred in connection with performing the Work as well as all other fees and costs incurred in ensuring compliance with local, state, and federal public works laws and regulations as it pertains to performing the Work, and (7) Actual expenses and costs for all other services and facilities necessary for the execution and completion of the Work.
 - iii. The Parties agree that if the City's "actual expenses and costs" to be incurred exceed the Estimated Costs, City shall notify Developer so the Parties can discuss alternatives in an effort to prevent the actual expenses and costs from exceeding the Estimated Costs, and/or to mitigate any such increase.
 - iv. Electrical, Gas, Telecommunication: The City is not undertaking any work pertaining to electrical, gas or telecommunications for the Property and all costs related to electrical, gas, or telecommunication for the Property shall be the sole responsibility of Developer.
- c. Invoicing:
- i. Until all Work has been completed and all Public Improvement Costs due and owing to City are paid in full, City will invoice Developer on or about the fifteenth (15th) day of every month for the actual costs incurred by City for expenses allowed under this Agreement.
 - ii. Each invoice will contain documentation supporting the amount of the invoice and the actual costs incurred by City.
 - iii. Developer shall have twenty (20) days following receipt of any such invoice to obtain the reasonable approval of such invoice from its engineer, and an additional ten (10) days thereafter to pay the City such approved invoice.
 - iv. In the event Developer's engineer(s) reject(s) an invoice for cause shown, or alternatively, in the event Developer objects to the amount of any invoice or reasonably believes additional supporting documentation is required, then Developer shall notify City as soon as practicable but prior to the due date of said invoice and the Parties shall work in good faith to correct any errors or resolve any dispute.
 - v. If Developer does not pay any invoice from City to Developer in accordance with the above, subject to Developer's right to reject or object to an invoice, City has the right to stop all Work under this Agreement until the amount(s) due and owing are remitted to City.

- d. City Administrative Personnel Costs: City will not invoice or attempt to collect any payment from Developer under this Agreement for the labor costs of City's administrative personnel which include the City Administrator/Deputy City Administrator, BUILDS Administrator/Assistant Administrator, BUILDS Public Works and Inspector personnel, or Finance personnel. Further, City agrees not to bill Developer under this Agreement for labor costs of the City Attorney.
 - e. Purchasing Policy: City will use the current Purchasing Policy as approved by the City Council in order to facilitate request for proposals, request for qualifications, request for bids, or written quotes, if applicable, to determine the lowest price qualified provider of materials and/or services. In so doing, City will abide by all local, state, and federal laws and regulations, including those regarding public works projects. Upon request by Developer, City will provide Developer with copies of all bids and/or quotes received in connection with the work being performed under this Agreement once those records are open records under the Missouri Sunshine Law, Chapter 610, RSMo., and other applicable law. In the event Developer determines it has a legally justifiable reason to oppose City's utilization of any responding entity, such as by objecting to competence of said entity, Developer may, within three (3) business days of receiving a copy/copies of the bid(s), provide City notice of its objection or other opposition in writing. City is not required to accept or reject any response based on the opposition of Developer, and will at all times comply with applicable law.
 - f. Funds Deposits: Developer agrees that any funds remitted to City under this Agreement belong to the City on receipt. Under no circumstances will any funds paid by Developer to the City be construed as belonging to Developer or being held in trust or for the benefit of Developer, and such payments shall be deposited and/or used for such public purposes as the City determines within its lawful discretion.
 - g. No Cost to Owner: The Parties acknowledge and agree that Owner shall have no obligation to pay any costs or expenses to City or Developer pursuant to this Agreement. Any amounts due and payable by Owner to Developer in connection with Developer's construction of the commercial area on the Property shall be pursuant to the terms of the Development Agreement.
4. Tax Consequences: No warranty or representation of any kind as to the tax consequences, potential or actual, if any, is made by the Parties under this Agreement or in connection with this Agreement.
5. Ownership in Public Improvements: Developer and Owner will neither have nor gain any ownership or other interest in the Public Improvements by way of or under this Agreement. Except for the Easement (as defined below), City will neither have nor gain any ownership or other interest in the Property by way of this Agreement.
6. Easements: Owner and City agree to execute a non-exclusive temporary construction easement and water line utility easement (the "Easement") in substantially the form attached hereto as Exhibit D concurrent with the execution of this Agreement. Developer shall use commercially reasonable efforts to coordinate and obtain any easements with third party property owners, in order to satisfactorily complete the Work, and, prior to City's commencing

the Work, Developer shall provide to City, at no cost to City, any such easements, including, if applicable, any temporary construction easements required for third party property owners, necessary for City to perform the Work. The Parties agree that City may need further easements and/or rights-of-way that allow for the successful completion of the Public Improvements, including potential extensions. In such event, the Parties agree to negotiate in good faith to allow City to acquire further easements from Developer to extend the Public Improvements to adjoining properties owned by Developer in the future if determined to be required. Should any easements and/or rights-of-way under this Agreement not be in use and no longer necessary for the Parties to complete the Work, the City agrees to take all steps necessary to vacate said easements and/or rights-of-way within ninety (90) days of being notified by Owner, its successors or assigns, or Developer, its successors or assigns, 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 further that any vacation of an easement right by the City is expressly contingent upon approval by the City Council through an adopted Ordinance.

7. Conflict of Interest: No salaried officer or employee of the City, and no member of the City Council, shall have a financial interest, direct or indirect, in this Agreement.
8. 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 signed by the Parties.
9. Default by Developer and Termination: If, through any cause, Developer shall default on its obligations under this Agreement by (1) failing to timely fulfill its duties defined herein, or (2) violating any of the covenants, agreements or stipulations herein, City shall deliver written notice of the default to Developer and Owner. If Developer fails to cure the default within thirty (30) days of receiving notice from City (or such longer period of time as is reasonably necessary to effect a cure, provided Developer initiates efforts to cure the default as soon as practicably possible and continues pursuit of the same to completion), then City shall have the right to terminate this Agreement by giving at least five (5) business days prior written notice of such termination, specifying the effective date thereof. If City elects to terminate under this provision, Developer shall be responsible to City for all of City's actual Public Improvement Costs up to and including the date of termination. Notwithstanding anything to the contrary contained herein, Owner may, but shall not be obligated to, elect to cure any such default on behalf of Developer, in which event (i) Owner shall have thirty (30) days after receiving notice from City (or such longer period of time as is reasonably necessary to effect a cure, provided Owner initiates efforts to cure the default as soon as practicably possible and continues pursuit of the same to completion), to cure such default, (ii) following any such cure this Agreement shall continue and remain in full force and effect, and (iii) Developer shall reimburse Owner all costs and expenses incurred by Owner in connection with its efforts to cure such default.

10. Default by City and Termination: If, through any cause, City shall default on its obligations under this Agreement by (1) failing to timely fulfill its duties defined herein, (2) violating any of the covenants, agreements or stipulations herein, or (3) becoming insolvent, Developer and/or Owner shall deliver written notice of the default to City. If City fails to cure the default within thirty (30) days of receiving notice from Developer and/or Owner (or such longer period of time as is reasonably necessary to effect a cure, provided City initiates efforts to cure the default as soon as practicably possible and continues pursuit of the same to completion), then either Developer or Owner shall have the right to terminate this Agreement by giving at least five (5) business days prior written notice of such termination, specifying the effective date thereof. If Developer elects to terminate under this provision, Developer shall be responsible to City all of City's actual Public Improvement Costs up to and including the date of termination.
11. Jurisdiction and Venue: This Agreement shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri.
12. Dispute: In the event of any dispute arising out of or relating to this Agreement, the Parties agree to meet and confer in good faith in an effort to resolve the dispute prior to commencing any litigation. The Parties may also agree to, but are not required to, mutually participate in mediation. In the event of any litigation and/or dispute resolution arising out of or related to this Agreement, each party will be responsible for its own costs.
13. Liability: Developer acknowledges and agrees that the type of work to be performed under this Agreement may cause temporary damage to the Property. City agrees to restore or repair any such damage to the Property caused by City, its workers, subcontractors, or representatives in the course of completing the Public Improvements. For purposes of this section, the final Public Improvements constructed in accordance with the Final Plans shall not be considered "damages" to the Property. Each party shall have and maintain during the term of this Agreement sufficient property, liability, property damage, and other types of insurance to protect against any damages that may be incurred during the course of construction of the Public Improvements.
14. Independent Contractor: The Parties to this Agreement are entirely separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties.
15. Execution: The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act ("ESIGN"). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any

party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.

16. Survival: This Agreement shall be binding upon and inure to the benefit of the Parties 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 to Owner 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.
17. Headings: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
18. Whereas Clauses: The “whereas” clauses stated above are incorporated by reference as though fully set forth herein, and shall be considered material terms of this Agreement.
19. Assignment: This Agreement may not be assigned by any party without the prior written consent of all Parties.
20. Public Entity and Officer Immunity and Defenses: In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of any rights or defenses with regard to applicable sovereign, governmental, official, or any individual immunities and any other protections or defenses as provided by federal and state constitutions, statutes, and laws. The procurement and maintenance of insurance shall not be construed as waiving any such defense otherwise available.
21. Severability Clause: A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.
22. Contingent Upon Funds and Approval: This Agreement is expressly contingent and conditioned upon (1) the allocation of sufficient funds for City to use toward its obligations under this Agreement, and (2) the approval of the City Council for the City of Republic, Missouri, by duly executed Ordinance. The City agrees to obtain approval(s) of its City Council for the allocation of estimated funds as well as any other contingencies necessary to fulfill its obligations under this Agreement prior to or concurrent with execution of the Addendum required under paragraph 2(b)(iv). Developer acknowledges and agrees it has no standing or right of action against City in the event City is unable to perform its obligations under this Agreement as a result of insufficient funds or disapproval by its City Council.

23. Supplemental Agreements/Additional Action: The Parties agree to cooperate fully, to execute any supplemental agreements, and to take other additional commercially reasonable actions reasonably necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

24. Waiver: The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

25. Contract Documents: The Agreement shall consist of the following:

- a. This Developer Agreement, fully executed;
- b. Exhibit A – Identification/Legal Description of the Property;
- c. Exhibit B – Preliminary Plans and Specifications;
- d. Exhibit C – Identification/Legal Description of the Easement Area;
- e. Exhibit D - Easement Agreement; and
- f. Any other properly executed amendments or addendums hereto, including the executed Addendum required under paragraph 2(b)(iv) of this Agreement.

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

To City:

City of Republic, Missouri
Attn: City Administrator
4221 S. Wilson’s Creek Blvd
Republic, MO 65738

To Owner:

Wal-Mart Stores East, LP
2608 SE J Street
Bentonville, AR 72716-5510
Attention: Portfolio Management – MO

To Developer:

Republic 63, LLC
Attn: Tom Rankin
2808 South Ingram Mill, A100
Springfield, MO 65804

With a copy to:

Wal-Mart Stores East, LP
2608 SE J Street
Bentonville, AR 72716-5560
Attention: Real Estate Legal COE - MO

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the last date shown for the Parties' signatures below.

REPUBLIC 63, LLC

CITY OF REPUBLIC

Name/Title:

David Cameron, City Administrator

Date: _____

Date: _____

WAL-MART STORES EAST, LP

Attest:

Name/Title:

Laura Burbridge, City Clerk

Date: _____

Date: _____

Approved as to Form:

Megan McCullough, City Attorney

Date: _____

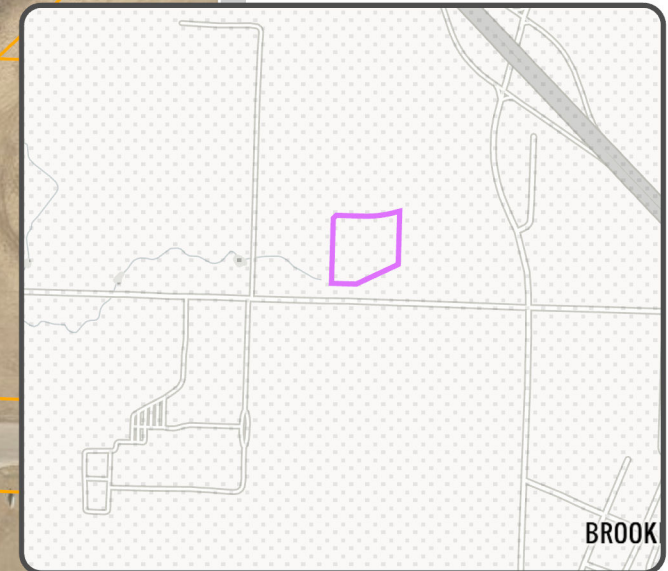
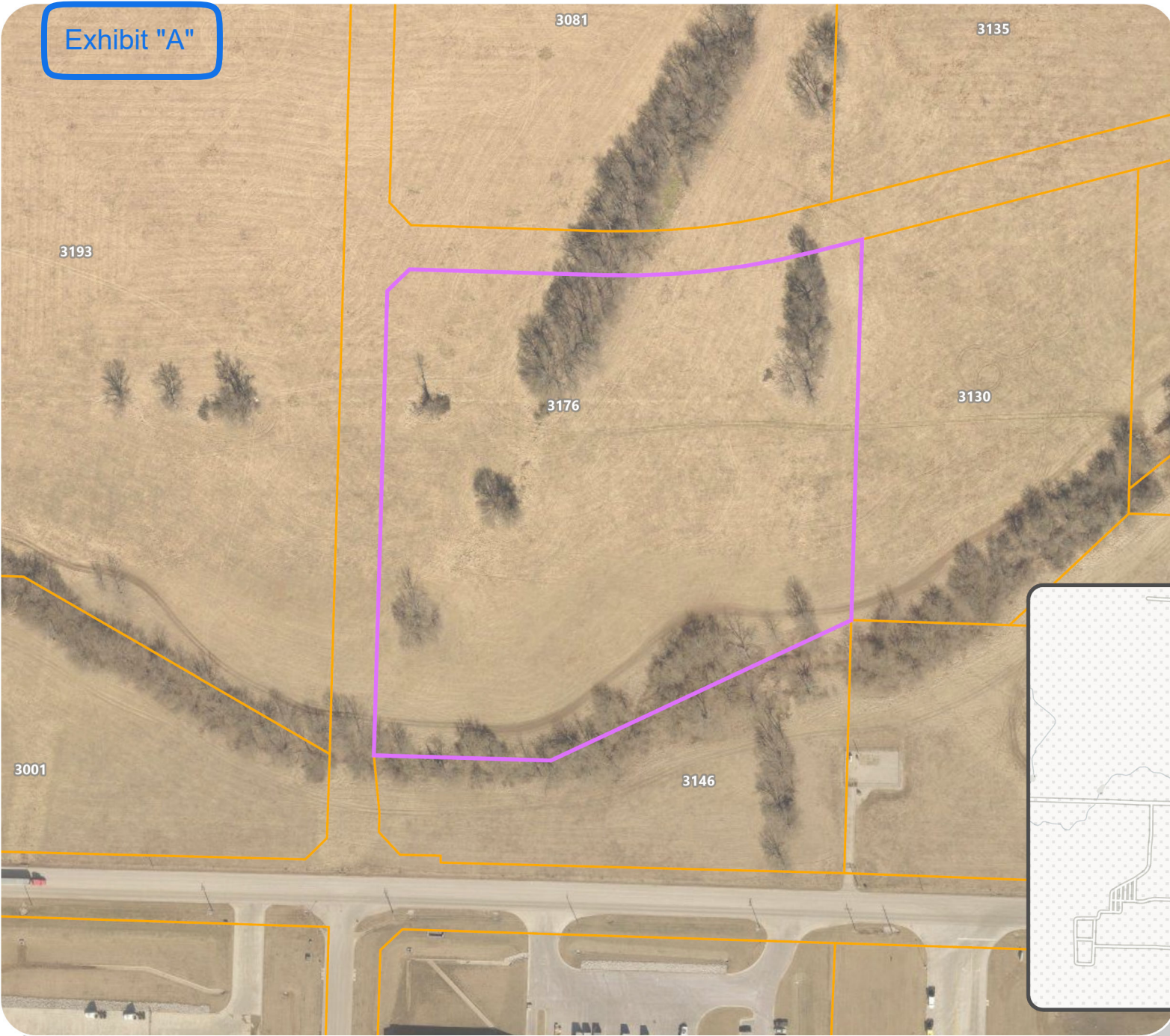
Exhibit "A"



Owner
Republic 63 LLC

PIN
1434400018

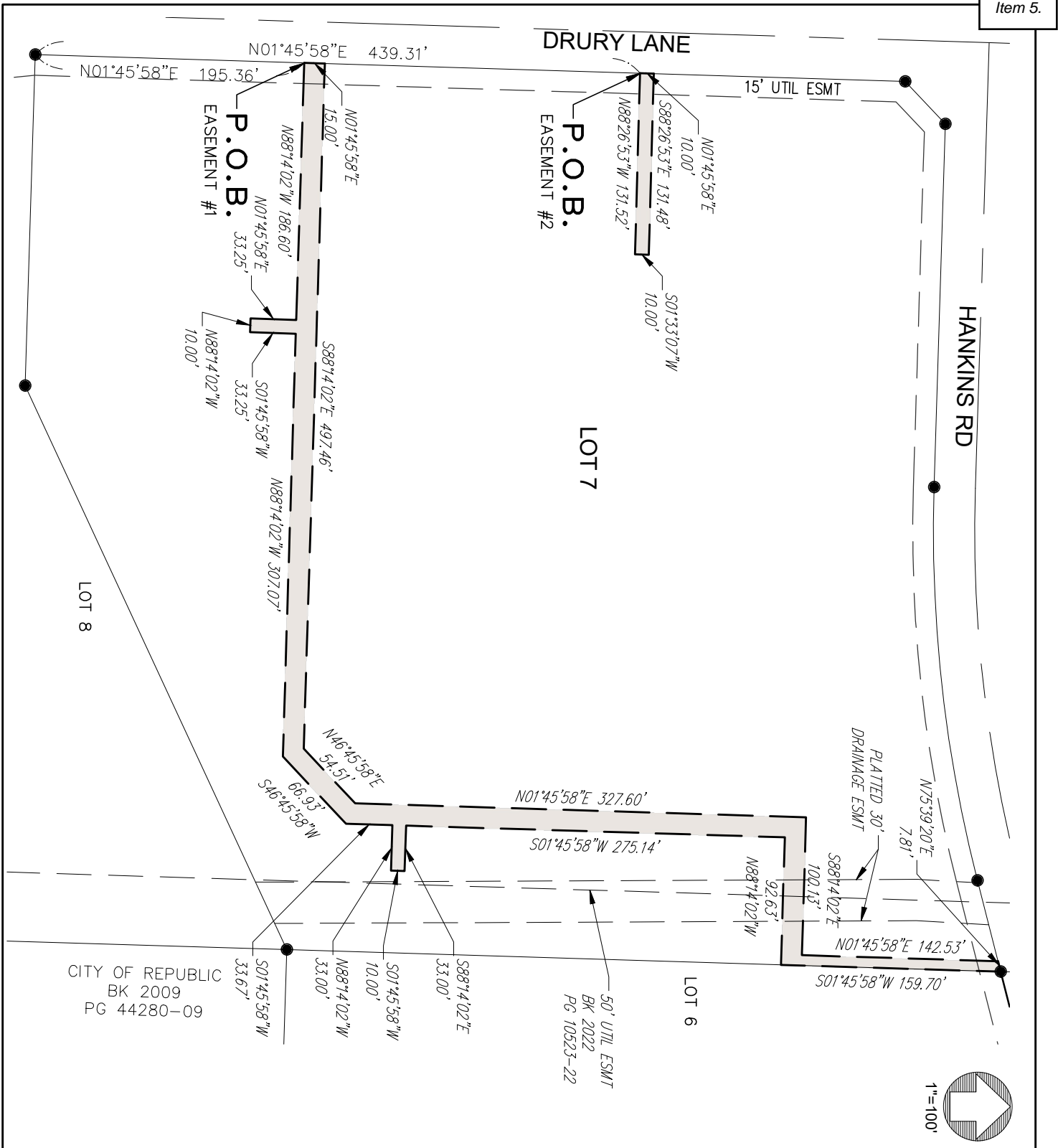
Acreage
9.0



Hankins Farm Lot 7 Developer's Agreement

EXHIBIT "B"

Item 5.



PAGE 4 OF 4

NOTE:
THIS DRAWING HAS BEEN PREPARED ONLY AS AN EXHIBIT TO ILLUSTRATE NEW EASEMENTS TO BE DEDICATED BY RECORDED INSTRUMENTS AND IS NOT TO BE CONSTRUED TO REPRESENT A PROPERTY BOUNDARY SURVEY.



LEE Engineering & Associates, L.L.C.
1200 E. Woodhurst Dr., Suite D200
Springfield, Missouri 65804
417-886-9100 (phone)
417-886-9336 (fax)
dlee@leeengineering.biz

"Engineering with Integrity"

Missouri State Certificate of Authority
Engineering #2005016504
Land Surveying #2009028050

**WATERLINE EASEMENTS
LOT 7
HANKINS FARM**

DATE:

06/11/2024

PROJECT NO.:

2017

Exhibit "C"

UTILITY EASEMENT #1

A perpetual utility easement being all that part of Lot Seven of Hankins Farm, a subdivision in the City of Republic, Greene County, Missouri, as shown on the recorded plat thereof, and being more particularly described as follows: Commencing at the Southwest corner of said Lot Seven; thence, North 01°45'58" East, along and with the West line of said Lot Seven, a distance of 195.36 feet to the POINT OF BEGINNING; thence, continue North 01°45'58" East, along and with said West line, a distance of 15.00 feet; thence, South 88°14'02" East, a distance of 497.46 feet; thence, North 46°45'58" East, a distance of 54.51 feet; thence, North 01°45'58" East, a distance of 327.60 feet; thence, South 88°14'02" East, a distance of 100.14 feet; thence, North 01°45'58" East, a distance of 142.53 feet to the South right-of-way line of Hankins Road; thence, North 75°39'20" East, along and with said South line, a distance of 7.81 feet; thence, South 01°45'58" West, along and with the East line of said Lot 7, a distance of 159.70 feet; thence, North 88°14'02" West, leaving said East line, a distance of 92.63 feet; thence, South 01°45'58" West, a distance of 275.14 feet; thence, South 88°14'02" East, a distance of 33.00 feet; thence, South 01°45'58" West, a distance of 10.00 feet; thence, North 88°14'02" West, a distance of 33.00 feet; thence South 01°45'58" West, a distance of 33.67 feet; thence, South 46°45'58" West, a distance of 66.93 feet; thence, North 88°14'02" West, a distance of 307.07 feet; thence, South 01°45'58" West, a distance of 33.25 feet; thence, North 88°14'02" West, a distance of 10.00 feet; thence, North 01°45'58" East, a distance of 33.25 feet; thence, North 88°14'02" West, a distance of 186.60 feet to the POINT OF BEGINNING, containing 17,715 square feet, more or less.

UTILITY EASEMENT #2

A perpetual utility easement being all that part of Lot Seven of Hankins Farm, a subdivision in the City of Republic, Greene County, Missouri, as shown on the recorded plat thereof, and being more particularly described as follows: Commencing at the Southwest corner of said Lot Seven; thence, North 01°45'58" East, along and with the West line of said Lot Seven, a distance of 439.31 feet to the POINT OF BEGINNING; thence, North 01°45'58" East, continuing along and with the West line of said Lot Seven, a distance of 10.00 feet; thence, South 88°26'53" East, leaving said West line, a distance of 131.48 feet; thence, South 01°33'07" West, a distance of 10.00 feet; thence, North 88°26'53" West, a distance of 131.52 feet to the POINT OF BEGINNING, containing 1,315 square feet, more or less.

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: September 10, 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
 Approved: 12/17 (BDG)
 Revised: 03/24 (TLP)
 Modified:

Municipal and Cost Apportionment Agreement
 Route: MM
 County: Greene
 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

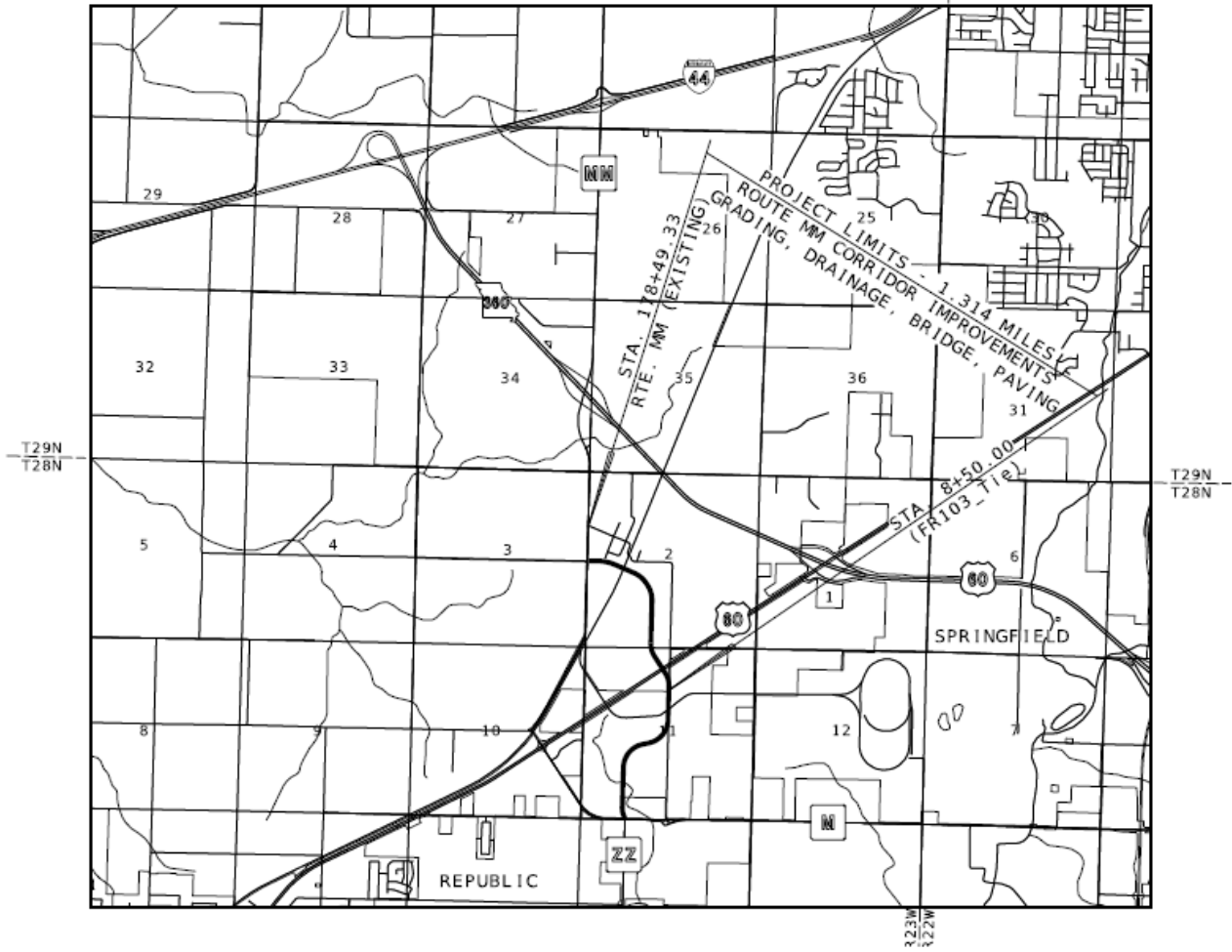


Exhibit B

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
Total	\$38,594,000	\$436,266	\$548,382	\$159,389

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: September 10th, 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:



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.

- 16. Assignment:** This Agreement may not be assigned by any Party without the prior written consent of the other Parties.
- 17. Sovereign Immunity:** In no event shall any language or requirement in this Agreement be construed as or constitute a waiver or limitation of the City's defenses regarding sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.
- 18. Severability Clause:** A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.
- 19. Contingent Upon Funds and Approval:** This Agreement is expressly subject to and conditioned upon approval, by ordinance, of the City Council, and additionally subject to the appropriation of adequate funds from the City Council. Developer shall have no right of action against the City in the event the City is unable to perform its obligations under this Agreement as the result of the City Council's refusal to approve of this Agreement or refusal to appropriate the necessary funds.
- 20. Supplemental Agreements/Additional Action:** The Parties agree to cooperate fully, to execute any supplemental agreements, and to take all additional actions that may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
- 21. Waiver:** The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.
- 22. Contract Documents:** The Agreement shall consist of the following:
- a. This Agreement;
 - b. Exhibit 1 – Deed of Dedication with Legal Description and Survey;
 - c. Exhibit 2 – Quit Claim Deed with Legal Description and Survey; and
 - d. Any properly executed amendments or addendums.
- 23. Notices:** Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or when notice is received after being deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:
- | | |
|---------------|---|
| To City: | City of Republic, Missouri
Attn: City Administrator
213 North Main Street
Republic, Missouri 65738 |
| To Developer: | The Empire District Electric Company
d/b/a Liberty Utilities
Attn: Adam Greek
3400 South Kodiak Road
Joplin, MO 64804 |

**[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.



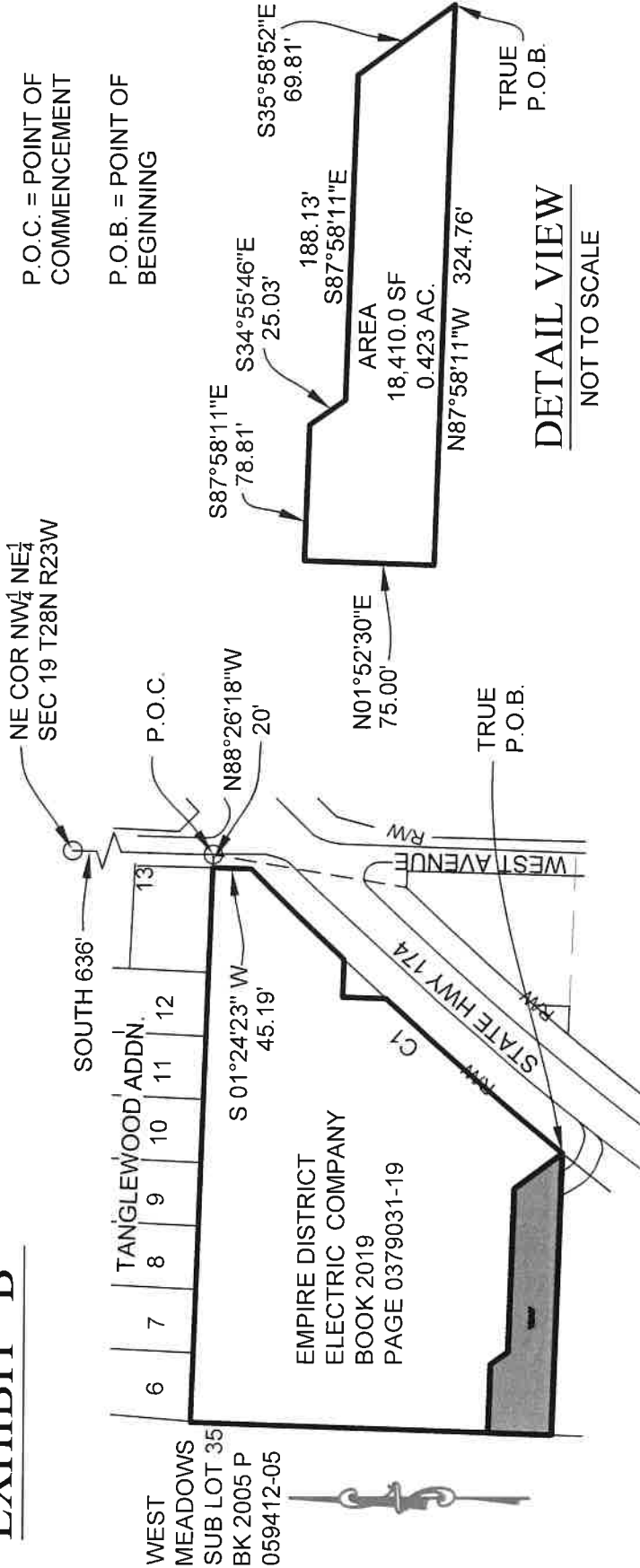
535 W. Battlefield St.
Springfield, MO 65807
(417) 887-3238
FAX (417) 887-1940
<http://www.heiweb.com>
HEI@heiweb.com

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



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

EXHIBIT "B"



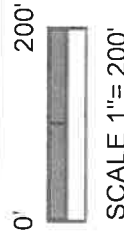
DETAIL VIEW

NOT TO SCALE

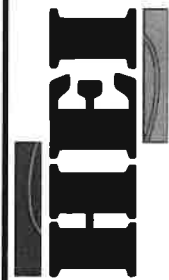
CURVE TABLE

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



Heithaus Engineering & Assoc., Inc.
MIO 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

Randal S. Presley
04-21-2023

EXHIBIT "B"
QUITCLAIM LIBERTY TO CITY

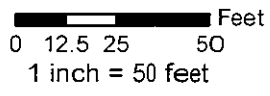
SEE DETAIL "A" FOR AREA OF QUITCLAIM

SW CORNER LOT 5 TANGLEWOOD ADD.

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

Item 7.

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

PLATTED SOUTH LINE TANGLEWOOD ADD. AA-10

N87°26'00"W

660' PLAT

NORTH LINE BK. 2019, PG. 037903-19 659.54' ~ 16TH LINE TO SET REBAR 661.33' ~ 16TH LINE TO STONE 660' ~ DEED

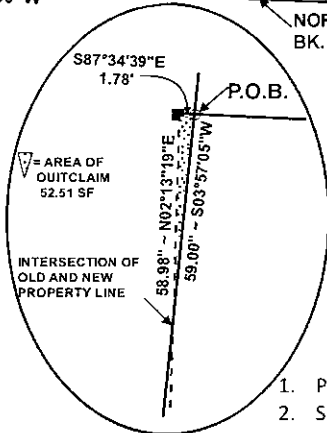
636' DEED & PLAT 502°10'59" 638.64'

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,



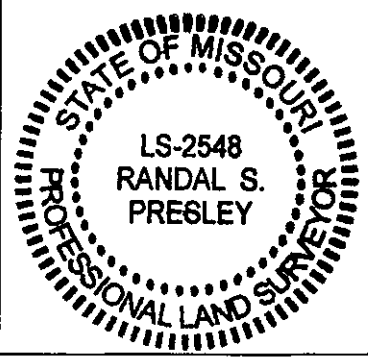
DETAIL "A" NOT TO SCALE

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

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

REBAR SET TO REBAR SET 422.27' ~ S03°57'05"W

OLD WEST LINE (LIBERTY)

NEW WEST LINE (LIBERTY)

EAST LINE LOT 35 WEST MEADOWS

S02°13'18"W 419.30' ~ STONE TO STONE 420' ~ DEED

GAP OVERLAP

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-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.

Submitted By: Angel Falig, City Engineer

Date: September 10, 2024

Issue Statement

A resolution of the City Council awarding the bid for stormwater materials for the Iron Grain Lane Improvements to Scurlock Industries.

Discussion and/or Analysis

The BUILDS Department solicited bids for stormwater materials related to a capital improvement project at Iron Grain Lane. The improvements include the replacement of an undersized double box culvert, street widening with the installation of curb and gutter and sidewalk.

Scurlock was the lone bidder to supply the materials for the project at a total of \$111,111.50. In addition, we request an additional 5% for possible contingencies. The not to exceed amount requested is \$117,000.00. Material expenses for this project will be paid for out of the Street Budget, with the exception of the double box culvert which will be paid for out of the Stormwater Fund.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL AWARDING THE BID FOR STORMWATER MATERIALS FOR THE IRON GRAIN LANE PROJECT TO SCURLOCK INDUSTRIES OF SPRINGFIELD, INC.

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 recently published an Invitation for Bids (“IFB”) for stormwater materials for the Iron Grain Lane Project (the “Project”); and

WHEREAS, the City received only one (1) bid in response to its IFB; and

WHEREAS, Scurlock Industries of Springfield, Inc. (“Scurlock”) submitted the sole bid received, which includes an estimated cost of \$111,111.50; and

WHEREAS, after hearing presentation and recommendations by City staff, the City Council desires to accept the submission from Scurlock, as it as it appears to demonstrate the necessary qualifications for a responsible bid and is the lowest (and only) 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 Scurlock Industries of Springfield, Inc., attached and labeled “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 \$117,000 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.

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:

Exhibit 1



**City of Republic - Invitation for Bid
Iron Grain Lane – Stormwater Materials**

BID SUBMISSION DUE DATE/TIME: Bids may be submitted online through demand star or may be physically received at the return location listed below by no later than the date and time set for the Bid Opening, as specified below.

BID OPENING: Bids will be opened at the Builds Department, located at 4221 S. Wilson’s Creek Blvd (Builds Conference Room), Republic, MO, 65738, on Thursday, **August 29th, 2024 at 3:00 pm.**

RETURN TO: Laura Burbridge, City Clerk, located at 4221 S. Wilson’s Creek Blvd in Republic, MO 65738

RULES AND REQUIREMENTS FOR BID SUBMISSION:

- Bids must be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the Bidder. Bidders can add their own sheets for clarification of pricing on certain products if they choose.
- Bids shall be submitted with the **Invitation for Bid (“IFB”) project name (“Iron Grain Lane – Stormwater Material”) clearly indicated on the outside of the mailing envelope.**
- Bids received after the opening date and time **will be rejected.**
- The attached Terms and Conditions shall become part of and are herein expressly incorporated into any contract, agreement or award resulting from this Invitation for Bid.
- **FAXED/E-MAILED BIDS WILL NOT BE ACCEPTED.**
- You are invited to submit your Bid to furnish the materials and/or services described herein.
- Please submit your prices/fees net of all discounts. Bidders do not necessarily need to bid all requested categories, but it is encouraged.
- Please include the time frame for furnishing all materials.
- Bids will be taken to the City Council for approval on **Tuesday, September 10th.** Notice to proceed shall follow no later than **Wednesday, September 11th,** following approval granted by City Council.

DESCRIPTION:

A complete set of plans for this project is included for reference (Exhibit 1). This bid is for stormwater materials only. Refer to **Exhibit 1 – Iron Grain Lane Public Improvement Plans**

Estimated Materials & Quantities*:

Materials	Quantity	Unit	Cost
8' (SPAN) X 5' (RISE) I.D. Precast Reinforced concrete Box Culvert for AASHTO HL-93 (or eq.)	108	LF (TOTAL)	\$ 592.00
8'-6" Long Precast Reinforced Sloped Wingwall for Box Culvert	4	EA	\$2,950.00
18" Precast Reinforced Concrete Pipe	67.5	LF	\$ 21.20
24" Precast Reinforced Concrete Pipe	30	LF	\$ 30.80
30" Precast Reinforced Concrete Pipe	150	LF	\$ 44.55
36" Precast Reinforced Concrete Pipe	90	LF	\$ 68.20
Materials Continued	Quantity	Unit	Cost

97
UNIT PRICE

AUG 29 2024

97

30" Reinforced Concrete Flared End Section	1	EA	\$ 750.00
36" Reinforced Concrete Flared End Section	1	EA	\$1,100.00
7' X 3' I.D. Precast Reinforced Concrete STORM SEWER Curb Inlet	3	EA	\$2,600.00
7' X 4' I.D. Precast Reinforced Concrete STORM SEWER Curb Inlet	1	EA	\$2,998.00
7' X 5' I.D. Precast Reinforced Concrete STORM SEWER Curb Inlet	2	EA	\$3,776.00

*Quantities and supplies are subject to change as the project evolves.

SCHEDULE:

City intends to take the winning bid to City Council for Approval **September 10, 2024** for approval, with Notice to Proceed no later than **September 11, 2024**. Completion of all bids awarded shall be Date, Month, 2024. ~~November 1st 2024 or sooner.~~

INQUIRIES: All inquiries should be directed to Angel Falig, City Engineer:

Angel Falig, City Engineer
BUILDS Department, City of Republic
afalig@republicmo.com
(417) 732-3415

IMPORTANT NOTICE REGARDING COMPETITIVE BIDDING:

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

AUG 29 2024

TERMS AND CONDITIONS

01. **Opening Location:** Bids submitted in response to this Invitation for Bid (“IFB”) will be opened at the Builds Department, located at 4221 S. Wilson’s Creek Blvd (Builds Conference Room), Republic, MO, 65738, at 3:00 P.M. on Thursday, August 29th, 2024. All Bidders (individually, “Bidder”; collectively, “Bidders”) and/or their authorized representative(s) are permitted to attend the opening of the Bids.
02. **IFB Delivery Requirements:** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have their Bid delivered to Republic City Hall for receipt on or before the due date and time indicated.
- a. If a Bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to Republic City Hall.
 - b. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected.
 - c. Arrangements may be made for their return at the Bidder’s request and expense.
 - d. Bids may be mailed to Republic City Hall and accepted if the signed Bid form and required information was mailed and received prior to the due date and time.
 - e. Bids sent by email will not be accepted.
 - f. Bids may be submitted online, via, Demandstar

Sealed and Marked: If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the **IFB project name clearly indicated on the outside of the mailing envelope and addressed to:**

**City of Republic
C/O City Clerk, Laura Burbridge
4221 S. Wilson’s Creek Blvd
Republic MO 65738**

03. **Legal Name and Signature:** Bids shall clearly indicate the legal name, address, and telephone number of the Bidder (company, firm, corporation, partnership, or individual).
- a. Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page.
 - b. The signer shall have the authority to bind the Bidder to the submitted Bid.
 - c. Failure to properly sign the Bid form shall invalidate the Bid, and it shall not be considered for award.
04. **Corrections:** No erasures are permitted.
- a. In the event a correction is necessary, in order for the City to consider the correction, the following formatting must be applied:
 1. A single line (strike-through) to the entered text needing correction, and
 2. The corrected text written above the strike-through text, and
 3. The signer(s) of the Bid must initial all corrections.
05. **Clarification and Addenda:** Bidders are expected to examine all documents attached to and/or provided by the City with this IFB, and prior to submitting any Bid in response to this IFB, make any necessary and/or reasonable inquiries of the City to ensure all such Bidders understand the entirety of the documents.
- a. Any inquiries or suggestions concerning interpretation, clarification, or other additional information pertaining to the IFB shall be made through the listed City contact in writing (email is permitted).
 - b. The City of Republic shall not be responsible for verbal interpretations or other information given by any individual purporting to be employed by or otherwise representing the City.
 - c. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.
 - d. It shall be the responsibility of each Bidder, prior to submitting their Bid, to direct any inquiries to the listed City contact.

AUG 29 2024

LB

06. **IFB Expenses:** There is no expressed or implied obligation for the City of Republic to reimburse responding Bidders and the City will not reimburse for any expenses incurred in preparing responses to this IFB.
07. **Irrevocable Offer:** Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of ninety (90) days to provide to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.
08. **Responsive and Responsible Bidder:** To be a responsive Bidder, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the IFB. To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible Bidder shall mean the Bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.
09. **Reserved Rights:** The City reserves the right to make such investigations as it deems necessary to make the determination of the Bidder's responsiveness and responsibility. Such information may include but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.
10. **The Right to Audit:** The Bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.
- a. The City shall have the right to audit the Bidder's records pertaining to the work/product for a period of three (3) years after final payment.
 - b. The cost of any audit conducted pursuant to this term will be paid by the City.
11. **Applicable Law:** All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order entered into under the terms of this IFB. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.
12. **Right to Protest:** Appeals and remedies are provided for in the City Procurement Regulations.
- a. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.
 - b. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.
13. **Ethical Standards Applicable:** With respect to this IFB, if any Bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such Bidder will be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids.
14. **Collusion Absolutely Prohibited:** All Bidders offering a submission in response to this IFB hereby expressly acknowledge and certify that they have not divulged, discussed, or compared their Bid to the Bids of any other Bidder(s), and further that they have not colluded or conspired with any other Bidder or parties to this IFB, to violate the terms and conditions governing submission of responses to this IFB whatsoever. All Bidders offering a submission in response to this IFB additionally promise that:
- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.
 - b. Any prices and/or cost data submitted have not knowingly been disclosed by the Bidder and will not

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

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do not make allowance for errors either of omission or inclusion on the part of Bidders. In case an error regarding extension of prices in the Bid, the unit price shall govern.

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

- of the IFB and (2) is the lowest and best Bid, considering price, delivery, responsibility of the Bidder, and all other relevant factors.
- a. Unless otherwise stated in the IFB, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
 - b. As the best interest of the City may require, the right is reserved to make awards by item, group(s) of items, all or none or a combination thereof; and to reject any and all Bids or waive any minor or non-material irregularity or technicality in Bids received.
30. **Authorized Product Representation:** The successful Bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the Bidder(s) is legally authorized to submit and the successful Bidder(s) will be legally bound to perform according to the documents.
31. **Regulations:** It shall be the responsibility of each Bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.
- a. **E-VERIFY COMPLIANCE REQUIREMENTS:** All contractors or subcontractors to be utilized by Bidder on contracts exceeding five thousand dollars shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
 - b. Bidders are herein informed that the work to be performed under this IFB is subject to the requirements of Section 292.675, RSMo., which requires all contractors or subcontractors perform work such to provide and require its on-site employees to complete a ten (10)hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.
 - c. Pursuant to Section 292.675 RSMo., the successful Bidder shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by it, or any contractors or subcontractors hired by it, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in the above paragraph.
 - d. Section 208.009 RSMo. shall apply to any contracts awarded under this Bid.
32. **Termination of Award:** Any failure of the Bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for any reason by the City.
33. **Royalties and Patents:** The successful Bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.
34. **Equal Employment Opportunity Clause:** The City of Republic, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to the aforementioned Civil Rights Act, hereby notifies all Bidders that the City takes all reasonably necessary steps to affirmatively ensure that all Bidders, including minority businesses, will be afforded full opportunity to submit Bids in response to this IFB and that no Bidder will be discriminated against on the grounds of race, color, or national origin in determining the successful Bidder for award.

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35. **Insurance Requirements:** For the duration of any contract awarded under this IFB, (which, for projects including any labor, means until the work is completed and accepted by the City; and which, for projects involving supply of materials only, means until the materials are delivered and accepted by the City), the successful Bidder is required to maintain certain insurance to protect it and the City against risks of loss in connection with the Project, as defined more fully below. The Successful Bidder will be required to provide the City with proof of insurance that satisfies the requirements stated below, unless otherwise specified by the City. The insurance requirements below may be modified or waived by the City at the City's sole discretion.
- a. **Workers' Compensation:** The Successful Bidder shall maintain Employers Liability and Workers Compensation Insurance for all persons it will employ or retain to perform any work in connection with a contract awarded under this IFB, and in the event the Successful Bidder will sublet or subcontract any such work, the Successful Bidder shall require the subcontractor to provide similar Workers Compensation Insurance for the subcontractor's employees, unless such employees are covered by the Successful Bidder's coverage. Workers Compensation coverage shall meet the minimum requirements under Missouri law of \$500,000 each employee and \$500,000 each accident.
 - b. **Commercial General Liability:** The Successful Bidder shall maintain Commercial General Liability coverage for personal and advertising injury, bodily injury including accidental death, and broad-form property damage, which may arise from the performance of any contract awarded under this IFB, in an aggregate amount of not less than \$2,000,000 each occurrence and \$1,000,000 each person.
 - c. **Commercial Automobile Liability (*applies only to projects involving the Successful Bidder's operation of vehicles in performing the work awarded under this IFB*):** The Successful Bidder shall maintain Commercial Automobile Liability coverage of not less than \$2,000,000 each occurrence and \$1,000,000 each person for "any auto" on an occurrence basis.
36. **Performance Bond and Labor & Materials Payment Bond (*applies only to projects involving labor*):** Pursuant to Section 107.170, RSMo., if the total cost of the project is estimated to exceed \$50,000.00, the successful Bidder shall execute a Performance and Maintenance Bond and a Labor and Materials Payment Bond with surety, approved by the City and on forms approved by the City, each bond shall be in the amount of the total project cost, conditioned upon the full and faithful performance of all major terms and conditions of the IFB and payment of all labor and material supplies.
37. **Liquidated Damages:** Time of completion of the Project by the Successful Bidder is of the essence. Should the Successful Bidder fail to complete the Project within the time specified in the governing contract/schedule, without express authorization by the City allowing for an extension of time to completion, the Successful Bidder shall be liable to the City in the amount of Five Hundred Dollars and Zero Cents (\$500.00) per day for each and every calendar day the Project remains uncompleted, as liquidated damages, and not as a penalty, it being stipulated and agreed that the actual damages to the City arising from the Successful Bidder's failure to timely complete the Project would be difficult, if not impossible, to reasonably ascertain. Assessment of liquidated damages will not relieve the Successful Bidder, or its surety/ies, of any responsibility or obligation under the Contract.
38. **Nonresident/Foreign Contractors:** To the extent the successful Bidder utilizes non-resident/foreign contractors to provide services or supplies in connection with this IFB, the successful Bidder shall procure and maintain:
- a. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570, RSMo.
 - b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230, RSMo.
39. **Bid Tabulation:** Bidders may request a copy of the Bid tabulation of the IFB.

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40. **Budgetary Constraints:** The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.
41. **Additional Purchases by Other Public Agencies:** By submitting a Bid in response to this IFB, the Bidder authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this IFB unless otherwise noted on the Affidavit of Compliance Form.
42. **Order of Precedence:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to Bidders, shall take precedence.
43. **Affidavit for Service Contracts:** The successful Bidder represents, in accordance with Section 285.530.2, RSMo., that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under this IFB and agrees to provide an affidavit to the City of Republic affirming that it has not, and will not at any point in time relating to this IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.
44. **Inspection and Acceptance:** No item(s) received by the City pursuant to any agreement or contract awarded under this IFB shall be deemed accepted by the City until the City has had reasonable opportunity to inspect the item(s).
- a. Any item(s) which are discovered to be defective, or which do not conform to any warranty of the successful Bidder and/or entity/individual who sold the item(s), upon inspection, may be returned by the City to the successful Bidder and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - b. If, at a later time, any defect is discovered which was not ascertainable upon the initial inspection, the City may also return the defective item(s) to the successful Bidder and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - c. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City has under applicable Missouri or Republic law and/or any agreement or contract awarded under this IFB.
45. **Jurisdiction and Venue:** This IFB and any executed agreement required pursuant to the terms of this IFB, shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL UNDER ANY APPLICABLE STATUTE, COMMON LAW OR FEDERAL OR STATE CONSTITUTION.**
46. **Conflict of Interest:** By participating in this IFB and/or accepting an agreement pursuant to the IFB's terms, the successful Bidder certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor of the City of Republic, has a financial interest, direct or indirect, in this Agreement. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
47. **Sovereign Immunity:** In no event shall any language or requirement in this IFB or any Agreement that comes from this IFB be construed as or constitute a waiver or limitation of City's defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, states, and/or laws.
48. **Terms:** The City of Republic reserves the right to reject any and all proposals received from this Bid. It further has the right to negotiate with any qualified source, or to cancel in part or in its entirety this Bid. The City also reserves the right to modify, suspend, or terminate at its sole discretion any and all aspects of this bid process, to obtain further information from any and all respondents, and to waive any defects as to form or content of the

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Bid or any submissions by any firm. This bud does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All submissions become the property of the City as public record. All submissions may be subject to public review upon request.

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A handwritten signature in black ink, appearing to be 'CF', is written over the date stamp.

ATTACHMENT A - BID SUBMISSION FORM

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Description of Work	Price
<p>Iron Grain Lane – Stormwater Materials: A complete set of plans for this project is included for reference (Exhibit 1). This bid is for stormwater materials only.</p> <ul style="list-style-type: none"> • Refer to Exhibit 1 – Iron Grain Lane Public Improvement Plans • All Bids to include: <ul style="list-style-type: none"> ○ Travel Expenses ○ Delivery Costs ○ Administrative costs ○ Traffic Control <p>Please note any of the following:</p> <ul style="list-style-type: none"> • Any labor personnel requests of the City of Republic for this project. • Any other requests or responsibilities of the City of Republic for this project. <p>*** City shall be responsible for unloading our trucks at jobsite. *** <i>JF</i></p>	<p>Iron Grain Lane – Stormwater Materials</p> <p>Total Cost Bid: \$ <u>*****111,111.50</u></p> <p>(See Bid Quantity List. Also specify earliest possible date to furnish materials under this IFB.) *** Please allow 4 weeks to prepare shop drawing submittals upon ordering. Once shop drawings are approved, please allow 4-6 weeks for production of all items, EXCEPT box culvert. For box culvert, our current schedule indicates that these can be furnished sometime in November. If box culvert is needed sooner, can possibly expedite for additional fee of \$48.00/LF (please call for more information if desired). All timeframes noted above subject to change at any time. *** <i>JF</i></p>

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

<p>City of Republic, Missouri</p> <p>IFB for: Iron Grain Lane – Stormwater Materials</p> <p>Republic, MO 65738</p>	<p>Company Legal Name: Scurlock Industries of Springfield, Inc.</p> <hr/> <p>Address: 3401 W. Commercial St. P.O. Box 1078 Springfield, MO 65801</p> <hr/> <p>Signature: <i>JF</i></p> <hr/> <p>Name and Title: Jim Fisher, PE -- Sales Engineer</p>
<p>Telephone: (417) 862-5088</p> <hr/> <p>Cellular: (417) 379-2026</p> <hr/> <p>Email: <u>jfisher@scurlockindustries.com</u></p>	<p>Dated: <u>AUG 29 2024</u></p> <hr/> <p>Bidder's Federal ID Number: <u>43-0886438</u></p>

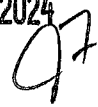
NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS
Regarding Sections 285.525 through 285.550 RSMo., effective January 1, 2009,
and Section 292.675 RSMo., effective August 28, 2009

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

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

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

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1. **Required Affidavit for Contracts Over \$5,000.00 (US)** – Effective 1-1-2009, the company (submitting a Bid) shall comply with the provisions of Section 285.525 through 285.550, RSMo., which require certain statements to be made under penalty of perjury pertaining to employment of unauthorized aliens. The award of any contract under this IFB is expressly contingent on the company (submitting a Bid) providing an acceptable, notarized affidavit, stating as follows:

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

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

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

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

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

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Affidavit of Compliance with Section 285.500, RSMo., et seq.
for all agreements providing services in excess of \$5,000.00

Effective 1/1/2009

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me, the undersigned Notary Public, in and for the County of GREENE, State of MISSOURI, personally appeared ANDREW TUNNELL (Name) who is GENERAL MANAGER (Title) of SCURLOCK INDUSTRIES OF SPRINGFIELD, INC. (Name of company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

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

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

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

Andrew Tunnell
Signature

ANDREW TUNNELL
Printed Name

Subscribed and sworn to before me this 29th day of August, 2024.

Noelle Sue Shinn
Notary Public

My commission expires: 07/11/2028



* >>>> ENCLOSED (SEE END OF BID DOCS.) <<<<*

Company ID Number: XXXXXX

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

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

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

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

Signature

Date

Verification

Department of Homeland Security Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

Signature

Date

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

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

To be submitted with all Bids in response to this IFB


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

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

*** N/A ***

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

Company Name Scurlock Industries of Springfield, Inc.

By 
(Authorized Person's Signature)

Company Address _____
3401 W. COMMERCIAL ST.; P.O. BOX 1078
SPRINGFIELD, MO 65801

Telephone Number (417) 862-5088

Fax Number (417) 862-5090

Date AUG 29 2024

ADDENDA

Offeror acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

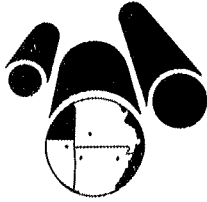
Addendum No. _____

Addendum No. _____

Email jfisher@scurlockindustries.com

Federal Tax ID No. 43-0886438

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



Scurlock Industries of Springfield, Inc.

3401 WEST COMMERCIAL STREET | P.O. BOX 1078
SPRINGFIELD, MISSOURI 65801

PHONE: (417) 862-5088 | FACSIMILE: (417) 862-5090

August 29, 2024

RE: Bid No. IFB-011-0-2024/AF
Iron Grain Lane Stormwater Materials
City of Republic, Missouri

Mr. Angel Falig – City Engineer
City of Republic – BUILDS Department
4221 South Wilson’s Creek Boulevard
Republic, Missouri 65738
Phone: (417) 732-3415
E-mail: afalig@republicmo.com

Mr. Falig:

E-VERIFY DOCUMENTATION

Please find enclosed our company’s E-Verify Signature Page as requested by the above-referenced Bid Document.

Scurlock Industries has four plant locations, as follows: Springfield, Missouri; Miami, Oklahoma; Fayetteville, Arkansas, and; Jonesboro, Arkansas. Each plant is its own corporate entity, and all four are commonly held by an umbrella corporation called Scurlock Holdings, Inc., headquartered at our Jonesboro office. It appears that we participate in E-Verify under the account for Scurlock Industries of Jonesboro, Inc., opposed to having our own account, or an account for Scurlock Holdings, Inc. Please let us know if you have any questions, or need any further documentation from us in this regard, or if we need to take any action on this.

Sincerely,
Scurlock Industries of Springfield, Inc.

Jim Fisher, P.E.
Sales Engineer

Encl.



Company ID Number: 438690

Approved by:

Employer Scurlock Industries of Jonesboro, Inc.	
Name (Please Type or Print) Dean M Massey	Title
Signature Electronically Signed	Date 08/09/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/09/2011

ROADWAY AND STORMWATER IMPROVEMENTS IRON GRAIN LANE, REPUBLIC, MO

BENCHMARK:
BM H-5
N: 148624.482m
E: 418638.815m
ELEV: 390.859m

- GENERAL NOTES**
- 1) IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION OF EXISTING UNDERGROUND FACILITIES PRIOR TO BEGINNING INSTALLATION OF NEW FACILITIES. CONTACT THE ENGINEER FOR INSTRUCTIONS WHEREVER ANY CONFLICTS ARE DISCOVERED.
 - 2) IT IS THE CONTRACTOR'S RESPONSIBILITY TO CORRECT ANY DAMAGE TO UNDERGROUND UTILITIES OR OTHER OBSTRUCTIONS WHICH IS DUE TO HIS OPERATIONS.
 - 3) THE CONTRACTOR AND/OR BUILDER WILL KEEP THE PROJECT AREA NEAT AND ORDERLY AT ALL TIMES WHILE BUILDING IS TAKING PLACE. ACCESS STREETS TO THE PROJECT SHALL BE KEPT CLEAN OF MUD, DEBRIS, PAPER AND WASTE MATERIAL AT ALL TIMES. CONTRACTOR SHALL PROVIDE GRAVEL CONSTRUCTION ENTRANCES AT EACH ACCESS POINT.
 - 4) THE CONTRACTOR SHALL STRICTLY COMPLY WITH ALL OSHA SAFETY RULES AND REGULATIONS AND USE ONLY APPROVED EQUIPMENT REQUIRED FOR THE PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL ALSO STRICTLY COMPLY WITH ALL OSHA SAFETY RULES AND REGULATIONS AND USE ONLY APPROVED METHODS OF EXCAVATION TRENCHING AND SHORING METHODS AS DESCRIBED IN OSHA 29 CFR 1926.650. THE CONTRACTOR SHALL MAINTAIN AND CLOSELY SUPERVISE ALL SAFETY PRACTICES AND CODES.
 - 5) ALL COMPACTED OR BACKFILLED AREAS SHALL MEET 95% STANDARD PROCTOR DENSITY. ANY SOILS IN EXCAVATED SOFT OR WET AREAS THAT DO NOT MEET 95% STANDARD PROCTOR DENSITY SHALL BE REMOVED, RECOMPACTED, AND RETESTED.
 - 6) THE CONTRACTOR SHALL MINIMIZE DISTURBANCE OF AREA AND PHASE CONSTRUCTION SUCH THAT NO DISCHARGE OF SEDIMENT OR SEDIMENT-LADEN WATER OCCURS ON OFF-SITE PROPERTY. ANY ACCUMULATED SEDIMENT IN STORM DRAINS OR OFF-SITE PROPERTY SHALL BE REMOVED PRIOR TO FINAL ACCEPTANCE.
 - 7) THE CONTRACTOR SHALL CLEAN STREETS, BOTH INTERIOR AND ADJACENT TO THE SITE, AS NEEDED, AFTER EACH RAINFALL AND AT THE END OF CONSTRUCTION.
 - 8) THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FULLY FAMILIAR WITH ALL OF THE CONDITIONS THAT PERTAIN TO THE WORK DESCRIBED HEREIN. THE FAILURE TO UNDERSTAND OR TO HAVE KNOWLEDGE OF ISSUES THAT COULD HAVE BEEN DETERMINED PRIOR TO BIDDING WILL NOT CONSTITUTE GROUNDS FOR ASKING FOR WORK CHANGE ORDERS OR EXTRA WORK.
 - 9) THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO CURB AND PAVEMENT BACK TO CITY OF REPUBLIC SPECIFICATIONS.
 - 10) THE CONTRACTOR IS REQUIRED TO RETAIN FLOATABLE WINDBLOWN MATERIALS ON SITE BY STORING ALL TRASH AND BUILDING MATERIAL WASTE IN ENCLOSURES UNTIL PROPER DISPOSAL AT OFF-SITE FACILITIES. CONTRACTOR IS REQUIRED TO CHECK ADJACENT AREAS DAILY AND PICK UP CONSTRUCTION WASTE MATERIALS AND DEBRIS THAT HAVE BLOWN OR WASHED OFF-SITE.
 - 11) CONTRACTOR IS REQUIRED TO TAKE CARE NOT TO DAMAGE ANY EXISTING STREET, CURB & GUTTER, SIDEWALK AND DRIVEWAY DURING CONSTRUCTION.
 - 12) CONTRACTOR IS REQUIRED TO KEEP THE ROCK, MUD AND DIRT OFF OF ALL ROADWAYS DURING CONSTRUCTION.

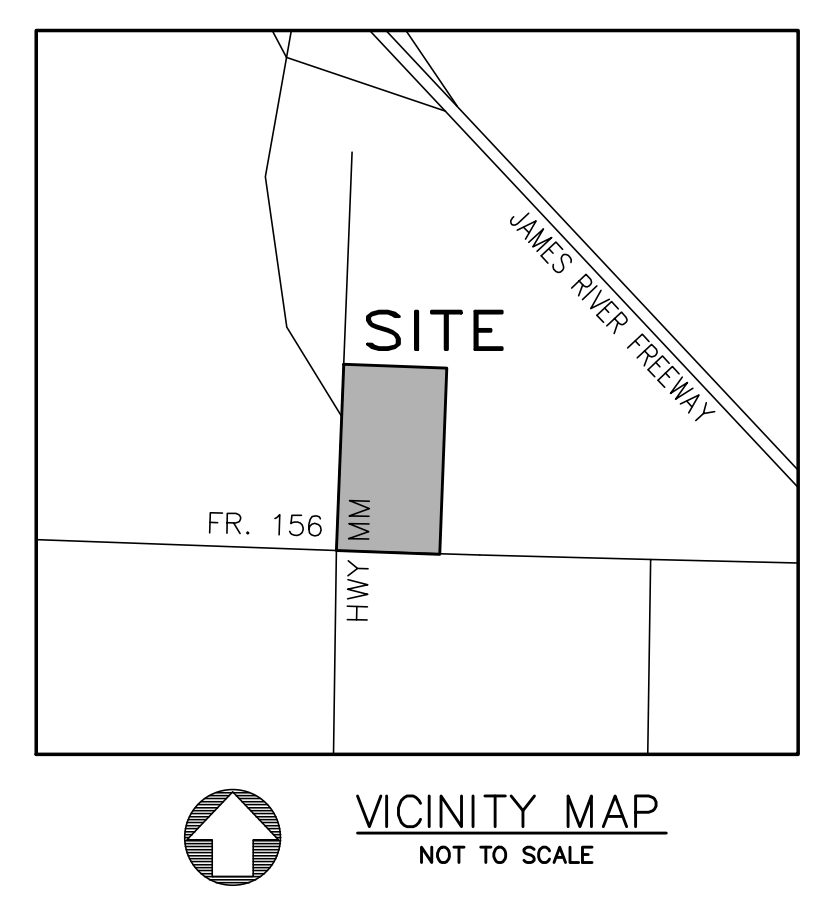
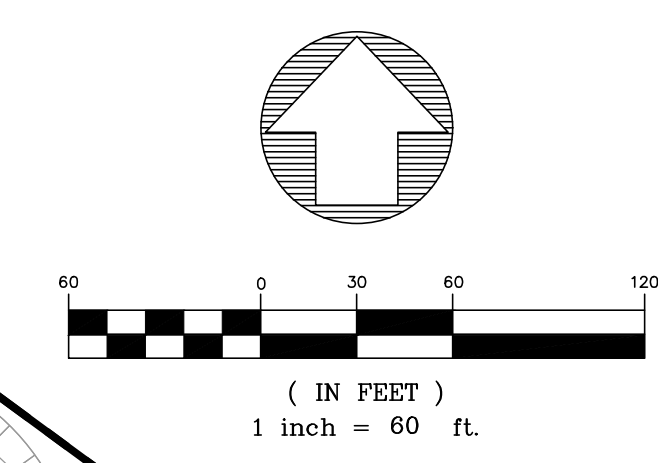
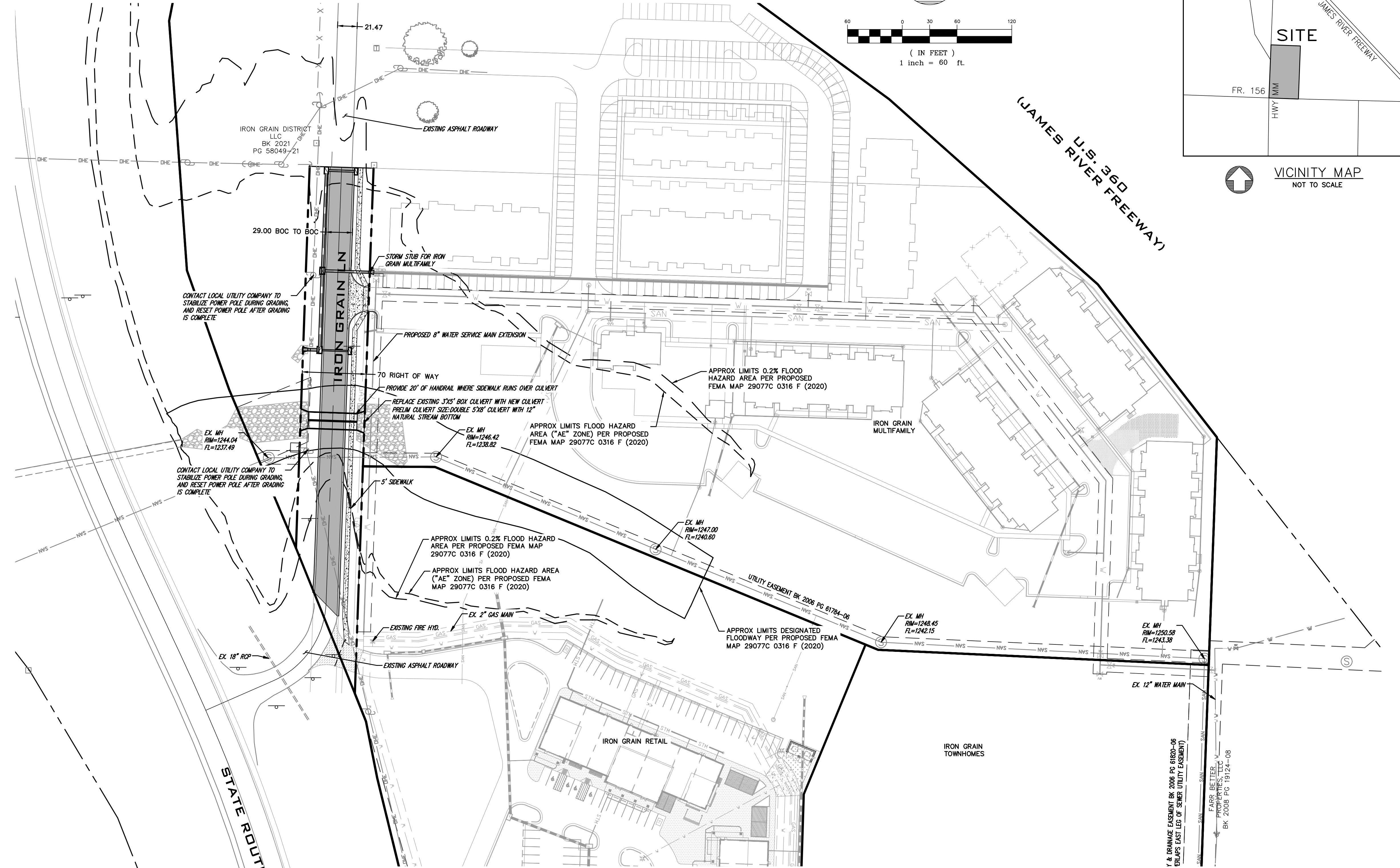
NOTES:
WATER AND SEWER UTILITIES TO BE PROVIDED BY:
CITY OF REPUBLIC
213 NORTH MAIN STREET
REPUBLIC, MO 65738
(417) 732-3100

GAS TO BE PROVIDED BY:
SPIRE ENERGY
3541 E SAWYER RD.
BROOKLINE, MO. 65802
417-682-1681

ELECTRIC UTILITIES TO BE PROVIDED BY:
CITY UTILITIES OF SPRINGFIELD
301 E. CENTRAL
SPRINGFIELD, MO 65802
(417)863-9000



- LEGEND**
- | | |
|-----------------------------------|--------------------------------------|
| ● FOUND IRON PIN | ☐ PHONE/COMMUNICATION MANHOLE |
| ○ SET IRON PIN OR MARKER AS NOTED | ○ PHONE PEDESTAL |
| △ R/W MARKER | — CABLE TV RISER |
| — BOUNDARY LINE | — CABLE TV LINE |
| — R/W LINE | — UNDERGROUND PHONE |
| — EASEMENT LINE | — OVERHEAD PHONE |
| — SETBACK LINE | — FIBER OPTIC LINE |
| (M) MEASURED | — WATER VALVE |
| (P) PLAT | — WATER METER |
| (D) DEED | — WATER LINE |
| (R) RECORD | — FIRE HYDRANT |
| ☆ LIGHT POLE | — GAS VALVE |
| ○ SANITARY SEWER MANHOLE | — GAS METER |
| ○ SANITARY SEWER CLEANOUT | — GAS LINE |
| ○ SANITARY SEWER LINE | — FENCE LINE (AS NOTED) |
| — SAN | — ROAD SIGN (STOP, SPEED LIMIT, ETC) |
- ABBREVIATIONS:**
XFMR TRANSFORMER
ICV IRRIGATION CONTROL VALVE
CI STORMWATER CURB INLET



REVISIONS:	DATE:	BY:

COVER SHEET
IRON GRAIN LANE IMPROVEMENTS
2510 STATE HWY MM
REPUBLIC, MO

Missouri State Certificate of Authority
Engineering #2035015504
Land Surveying #2009028050

LEE Engineering & Associates, L.L.C.
1200 E. Woodhurst Dr., Suite D200
Springfield, Missouri 65804
417-886-9100 (phone)
417-886-9336 (fax)
dlee@leeengineering.biz



DATE: 2024-03-14

SHEET: T1

PROJECT: 2123

FILE: Iron Grain Lane Public Improvements.dwg

FLOOD NOTE:
THIS PROPERTY LIES IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN) ACCORDING TO FIRM COMMUNITY PANEL 29077C 0316 E, EFFECTIVE DECEMBER 17, 2010.
HOWEVER, THE PROPOSED "F" SERIES MAPS, NOT YET ADOPTED OR EFFECTIVE, SHOW A PORTION OF THE PROPERTY LYING WITHIN THE FLOOD HAZARD AREA ALONG WITH A DESIGNATED FLOODWAY. THE APPROXIMATE LIMITS OF THE HAZARD AREA SHOWN ON THE PROPOSED MAPS ARE REFLECTED ON THIS DRAWING.

APPROVED FOR CONSTRUCTION BY THE CITY OF REPUBLIC, MISSOURI
DATE: 04/05/2024



AGENDA ITEM ANALYSIS

Project/Issue Name: 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.

Submitted By: Karen Haynes, Community Development Director

Date: September 10, 2024

Issue Statement

A Resolution to authorize the City Administrator to Enter into a Third Supplemental Agreement for Engineering Services with Olsson for the Shuyler Creek Trail Project.

Discussion and/or Analysis

Supplemental Agreement #3 modifies the original Agreement dated January 11, 2021, between the City of Republic and Olsson, for engineering and design of project STBG-6900(813), the Shuyler Creek Trail Project. The purpose of the Supplemental Agreement is to capture costs associated with a revised design alternative for trail alignment after continued negotiation with adjacent property owners. These additional services shall be in an amount not-to-exceed amount of \$64,113.85 without further authorization. The total design phase services shall be in an amount not-to-exceed \$377,053.91.

Recommended Action

Staff recommends approval.

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

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

WHEREAS, on November 5, 2019, via Resolution 19-R-37, Council authorized the application for a grant to extend the Shuyler Creek Trail (herein called the "Project"); and

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

WHEREAS, on December 8, 2020, via Resolution 20-R-51, Council approved of a contract ("Olsson Contract") between the City and Olsson Engineering ("Olsson") for the provision of engineering services on the Project, said agreement being duly executed on or about January 11, 2021; and

WHEREAS, on January 18, 2022, via Resolution 22-R-02, Council approved the execution of Supplemental Agreement No. 1 with Olsson for additional engineering services on the Project; and

WHEREAS, on August 22, 2023, via Resolution 23-R-51, Council approved the execution of Supplemental Agreement No. 2 with Olsson for additional engineering services on the Project; and

WHEREAS, the City has held public meetings and received questions, comments and other feedback from residents regarding the Project, and has engaged the engineers on the Project for possible alternate alignments for the trail consistent with the feedback received; and

WHEREAS, the City now wishes to enter into Supplemental Agreement No. 3 with Olsson to set forth the terms and associated costs of a revised design alternative for the trail alignment based upon the City's continued negotiations with affected property owners; and

WHEREAS, the City Council finds it is in the best interest of the City to enter into a third supplemental agreement with Olsson Engineering for the additional engineering services required for the realignment of the trail.

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

Section 1. The City Administrator, or their designee, on behalf of the City, is authorized to enter into Supplemental Agreement No. 3 with Olsson Engineering setting forth the terms of the realigned trail and associated additional costs incurred in

connection with the realignment, said Agreement to be in substantially the same form as that attached hereto and labeled "Attachment 1", with the additional expense not to exceed \$64,113.85 (and with the total design phase services not to exceed \$377,053.91) without further, separate authorization from Council.

Section 2. The City Administrator, or his designee(s), on behalf of the City, is authorized to take all other reasonably necessary steps to execute this Resolution.

Section 3. The whereas clauses are hereby 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 September 2024.

Eric Franklin, Mayor

ATTEST:

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

Attachment 1

**SUPPLEMENTAL AGREEMENT NO. 3
TO
ENGINEERING SERVICES CONTRACT**

This Supplemental Agreement is made part of the original agreement dated January 11, 2021 between the City of Republic and Olsson for design and construction inspection of project STBG-6900(813). The purpose of this Supplemental Agreement is to update and provide revised legal descriptions depicting revised trail alignment. Revise and update plans based on input from property owners during right-of-way negotiations. These additional services shall be in an amount not to exceed (Sixty-Four Thousand One Hundred Eleven Dollars and Eighty-Five Cents) (\$64,113.85) without further authorization. The total design phase services shall be in an amount not to exceed (Three Hundred Seventy-Seven Thousand Fifty-Three Dollars and Ninety-One Cents) (\$377,053.91). Attachment A outlines the cost breakdown for this Supplemental Agreement. Exhibit 1 outlines the full scope of services.

Supplement Agreement No. 3 accepted as defined herein:

OWNER: _____ ENGINEER: _____

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

ATTEST:

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

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

**ATTACHMENT A
SUPPLEMENTAL AGREEMENT NO. 3
(08.27.2024)**

DESIGN Phase Services (Additional):

Phase 600 Right of Way Survey	\$1,346.06
Phase 700 Final Plan	\$18,160.24
Overhead	\$44,607.55
Direct Expenses	\$0.00

Summary Design Phase:

Original Agreement	\$223,711.29
Supplemental Agreement 1	\$15,500.00
Supplemental Agreement 2	\$73,728.77
Supplemental Agreement 3	\$64,113.85
Total	\$377,053.91

Attachment B
ESTIMATED COST PLUS FEE
Shuyler Creek Trail extension STBG-6900(813)



By: JWP
Date: 8/26/2024

ESTIMATED DIRECT LABOR COSTS		\$19,506.30
Payroll Additives (Direct Overhead)	90.84%	\$17,719.52
General and Administrative (Indirect Overhead)	96.68%	\$18,858.69
Fixed Fee	14.00%	\$7,851.83
	SubTotal	\$63,936.35
Facilities Capitol Cost of Money	0.91%	\$177.51
	Subtotal	\$64,113.85
 <u>Subconsultants</u>		
	0.00%	\$0.00
	Subtotal	\$0.00
 <u>Direct Expenses</u>		
	Subtotal	\$0.00
 ENGINEERING FEE (Engineering Services)		 \$64,113.85

Attachment B
ESTIMATED COST PLUS FEE
Shuyler Creek Trail extension STBG-6900(813)



By: JWP
Date: 8/26/2024

	Direct Labor Cost
Phase 600 Right-of-Way - Survey	
Additional Legal Descriptions & Boundary Survey	\$1,346.06
Phase 700 Final Plans	
Alternative Alignment - Removal of Underpass	\$18,160.24
Adjust Trail Alignment to Back of Curb	
Additional Plan updates to accommodate Property Owner Request	



AGENDA ITEM ANALYSIS

Project/Issue Name: 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.

Submitted By: Karen Haynes, Community Development Director

Date: September 10, 2024

Issue Statement

To Authorize the Execution of Task Order 16 with Burns & McDonnell.

Discussion and/or Analysis

As part of the master service agreement with Burns & McDonnell, the BUILDS Department would like to authorize Task Order 14 with a not to exceed amount of \$45,000. This task order will allow Burns & McDonnell to assist City staff in completing Phase 1 of the water master plan update including data collection, review, analyses, projections, and evaluation. This project will help us know, based on daily water usage and demands, when a new water tower and well will need to be fully operational and will give us better understanding on whether we are ahead or behind on adding water capacity. The City has received a \$5,000,000.00 Omnibus Bill through State Legislature for a new water tower and well near Convoy of Hope to assist with water needs in the Brookline area. The City is responsible for any expense over \$5,000,000.00 and the bill requires a 20% match.

This task order will help us establish a new water rate structure for citizens moving forward to allow funding for the new water tower and well without borrowing additional funds, but will also help improve the cash available to our water department for regular repair and maintenance to infrastructure.

Recommended Action

Staff recommends approval.

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

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, via Resolution 18-R-11, the Council authorized the City to engage Burns & McDonnell Engineering Co., Inc. (“Engineer”) for the provision of engineering design and construction services on the water, wastewater and stormwater portions of the City’s Comprehensive Plan (“the Project”); and

WHEREAS, the City then entered into a Professional Services Agreement – Task Order – Engineer-Owner Agreement (“Master Services Agreement”) with Engineer, which would govern the Project; and

WHEREAS, Section 3 of the Master Services Agreement authorizes the City to engage Engineer for additional services as may be deemed appropriate or necessary in connection with the Project; and

WHEREAS, the City has received \$5 million in funding for the construction of a water tower and well to be located near the Convoy of Hope property; and

WHEREAS, the award requires the City to commit to a 20% match and responsibility for any expenses in excess of the \$5 million; and

WHEREAS, the City wishes to engage Engineer to perform a study that will evaluate the timeline upon which the proposed tower and well would need to be completed based upon daily water usage and demands, and would also assist the City in establishing a new water rate structure for citizens that will enable the City to commit to its contribution requirements for the funding without having to borrow additional funds to do so; and

WHEREAS, the City now seeks the Council’s authorization to execute Task Order No. 16 with Engineer, which will allow Engineer to move forward with performing the study described herein

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

- Section 1.** The City Administrator, or designee, on behalf of the City, is authorized to execute the *Task Order for Engineer-Owner Agreement, Task Order No. 16*, to be in substantially the same form as that attached hereto as “Attachment 1,” and further to provide or execute any other document(s) required to effect full and complete execution of said agreement.
- Section 2.** The City Administrator, or designee, on behalf of the City, is authorized to take the necessary steps to execute this Resolution.
- Section 3.** The whereas clauses are hereby 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:



Megan McCullough, City Attorney

Final Passage and Vote:

**TASK ORDER FOR
ENGINEER-OWNER AGREEMENT
Exhibit A – Task Order No. 16**

Task Order No. 16 is entered into and authorized by City of Republic, Missouri this ___ day of _____ 2024, by and between City of Republic, Missouri (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER).

The parties agree that the ENGINEER shall perform the following Services in accordance with the terms of the Engineer-Owner Agreement dated January 2, 2018:

Scope of Services:

- A. ENGINEER will assist OWNER in completing Phase 1 of the 2-Phase water master plan update. Phase 1 of the water master plan update includes: data collection and review, level of service review, diurnal analyses, water demand projections, desktop storage evaluation and desktop supply/pumping evaluation. For a description of the scope of services to be provided, see attached Exhibit B.

Compensation:

- A. Amount of Payment:
 - 1. For Services performed, OWNER shall pay ENGINEER the lump sum amount of Forty-Five Thousand Dollars (\$45,000.00).
 - 2. For additional, reduced, or changed Scope of Services, the amount of payment shall be adjusted on a mutually agreeable lump sum basis.
- B. Statements:
 - 1. Monthly statements will be submitted by ENGINEER to OWNER. Statements will be based on ENGINEER’s estimated percent of Services completed at the end of the preceding month.

Time of Service:

- A. ENGINEER will proceed with providing the services set forth herein within approximately 5 days of the execution of this Task Order. It is anticipated that these services will be completed within approximately 180 days of the execution of this Task Order.
- B. Completing the services within the above time frame is contingent upon timely receipt of required information, approval, and/or reviews.

Other Terms:

A. The terms of this Task Order supersede any contrary terms of the Engineer-Owner Agreement. IN WITNESS WHEREOF, the parties have made and executed this TASK ORDER as of the day and year first above written.

OWNER: City of Republic, Missouri

ENGINEER: Burns & McDonnell Engineering Company, Inc.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Exhibit B – Task Order No. 16

**City of Republic, Missouri
Phase 1 – 2025 Water Master Plan Update**

Objective: ENGINEER will assist OWNER in completing Phase 1 of the 2-Phase Water Master Plan Update. Phase 1 scope of work, included within this task order, includes: data collection and review, level of service review, diurnal analyses, water demand projections, desktop storage evaluation and desktop supply/pumping evaluation. The future Phase 2 scope of work, not included within this task order, will include: GIS and hydraulic model updates, field testing and model calibration, finalization of the level of service review, water distribution system master planning, distribution system hydraulic modeling, and development of opinions of probable cost and reporting.

Scope of Services:

1. Project Management:
 - a. Conduct a project kickoff meeting with OWNER to include project goals, scope, schedule, required data, field testing plan, and other pertinent items.
 - b. Provide project management and quality-assurance/quality-control through the duration of the project.
 - c. ENGINEER shall prepare and distribute agendas and workshop/meeting minutes. Meetings include the following:
 - i. Project kickoff meeting (virtual).
 - ii. Data collection (virtual).
 - iii. Data review and master planning (in-person, project manager only).
 - iv. Draft report review (in-person, project manager only).
2. Data Collection and Review
 - a. Prepare RFI.
 - b. Collect and review historical customer billing data (monthly basis) by customer class, annual meter demographics by customer class, and annual well production annual average day history and maximum day history. SCADA information including seven consecutive days at hourly intervals on well production (flow) and elevated tank levels.
3. Level of Service Review:
 - a. Coordinate with OWNER to determine the following criteria:
 - i. Minimum storage requirement and associated volumetric storage allocations for equalization, fire, and emergency reserves.
 - ii. Level of redundancy desired for elevated storage.
 - iii. Water main and/or transmission main velocity and headloss criteria.
 - iv. Redundancy and reliability of distribution system capacity at highway and railroad crossings.

- v. Maximum and minimum pressures under normal service and minimum pressure under fire service conditions; fire flow requirement.
4. Diurnal Analyses:
- a. Determine peak hour, minimum hour, and equalization storage factors for each 24-hour period for seven days during a high demand period captured by OWNER's SCADA system:
 - b. Prepare distribution system diurnal patterns from SCADA data.
5. Water Demand Projections:
- a. Review historical water usage and customer consumption data.
 - b. Project customer meters by class and develop a range of draft water demand projections based on the selected water usage methodology:
 - i. Evaluate historical seasonal demand patterns with normalized deviations for precipitation and weather during peak demand seasons to determine the need and degree of a dry-year water usage demand multiplier.
 - ii. Determine nonrevenue water component based on recent historical annual highs and/or 12-month rolling average defined as the difference between metered well pumping and customer billing data.
 - iii. Work with OWNER to determine anticipated and/or known changes in existing large user water demands and timing.
 - iv. Work with OWNER to determine water demand allowance for new large customers and timing within OWNERs water service area.
 - c. Prepare water demand projections for the current year, 5-year planning period, and a 20-year planning horizon for the distribution system.
6. Desktop Storage Evaluation:
- a. Evaluate and compare available storage and effective storage volumes in the distribution system.
 - b. Evaluate storage requirements including reserves for equalization, fire, flow, and emergency service for the existing and projected water demands and identify surplus/deficit status.
 - c. Identify demand trigger(s) to supplement storage deficit(s) with sizing recommendations for additional storage in the distribution system within the respective planning periods.
7. Desktop Supply/Pumping Evaluation:
- a. Evaluate total and firm pumping capacity for comparative analysis with the water demand projections.
 - b. Identify demand triggers to supplement supply/pumping deficits with sizing recommendations for additional capacity within the respective planning periods.
8. Prepare Phase 1 draft report and deliver electronic copy to OWNER for review and comment. Prepare two (2) hard copies and an electronic copy of the final report.

Deliverables:

1. Phase 1 2025 Water Master Plan Update Draft Report
2. Phase 1 2025 Water Master Plan Update Final Report

Responsibilities of OWNER:

1. Attend all meetings.
2. Provide updated 5-year and 20-year growth and development list.
3. Respond to and provide project information requested by ENGINEER in the Request for Information list.

**City of Republic, Missouri
Phase 1 - 2025 Water Master Plan Update
Engineering Fee Estimate**

Labor	Scope	Project Mgr Level 14	Project Engr Level 9	QA/QC Level 14
	Project management	10		
	Meetings	4		
	Site Visits (2)	24		
	Data Collection and Review	2	8	
	Level of Service Review	2	2	
	Diurnal Analysis	2	12	
	Water Demand Projections	40	8	
	Water Distribution System Planning	4	8	
	Desktop Storage Analysis	4		
	Desktop Pumping Analysis	4		
	Prepare draft report.	16		
	Address comments, deliver final report	4		
QA/QC			4	
Fee Estimate	Project Costs (Labor, Expenses, Technology)			
	Total Labor Hours	116	38	4
	BMR 24-6 Billing Rate	\$ 291	\$ 186	\$ 291
	Labor Cost	\$ 33,756	\$ 7,068	\$ 1,164
	Total Labor Hours	158		
	Labor Fee	\$ 41,988	Avg Rate/hr	\$ 266
	Project Expenses			
	Tech Charge @ \$9.95	\$ 1,572		
	Printing	\$ 59		
	Travel (fleet, hotel, food)	\$ 1,381		
Equipment (data loggers, gauges, wrenches, etc.)	\$ -			
Total Project Expenses	\$ 3,012			
	Base Scope Fee	\$ 45,000		



AGENDA ITEM ANALYSIS

Project/Issue Name: 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.

Submitted By: Karen Haynes, Community Development Director

Date: September 10, 2024

Issue Statement

The BUILDS Department is requesting a Resolution supporting an economic development focus area as a basis for scoring projects on MODOT’s Highway System, for the Statewide Transportation Improvement Program (STIP).

Discussion and/or Analysis

Projects on MODOT’s Statewide Transportation Improvement Program (STIP) List are scored utilizing twelve (12) criteria, including safety and traffic volume data, reduction in congestion and travel times, road and bridge condition assessment, and jurisdictional designation of areas of economic development focus.

The BUILDS Department has identified the MM Corridor, south of James River Expressway to I-44, specifically the parcels associated with the Garrett Farm and Eoff Developments as the City’s designated area of economic development focus. These parcels comprise approximately 500 acres of development area designated as a Premier Site from the Missouri Partnership in early 2023, one of ten projects which received the Premier Designation from the group recently.

This designation will add an additional ten points to the scoring for multiple projects along the MM Corridor, including the widening of the MM Bridge over James River Expressway and the widening of MM from James River Expressway to I-44, assisting in maintaining the scoring of these projects in the top tier for consideration of future funding considerations.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL DESIGNATING TWO ECONOMIC DEVELOPMENT FOCUS AREAS FOR THE MISSOURI DEPARTMENT OF TRANSPORTATION’S STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM PRIORITIZATION

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

WHEREAS, as part of the Missouri Department of Transportation’s (“MODOT”) Statewide Transportation Improvement Program (“STIP”), MODOT maintains a list of projects that it scores using twelve (12) criteria, one of which includes the jurisdictional designation of areas of economic development focus; and

WHEREAS, the City’s BUILDS Department has identified two parcels of real property located along the Highway MM Corridor, south of James River Expressway to Interstate 44, specifically, those parcels associated with the Garrett Farm and Eoff Developments, respectively, as the City’s two (2) designated areas of economic development focus; and

WHEREAS, the two (2) parcels referenced hereinabove collectively consist of approximately 500 acres of real estate, which the Missouri Partnership designated as a Premier Site in early 2023; and

WHEREAS, the City hopes to add an additional ten points to MODOT’s scoring for the projects slated along the MM Corridor, which includes the above-referenced parcels, as well as the widening of the MM Bridge over James River Expressway and the widening of Highway MM from James River Expressway to Interstate 44, ultimately contributing to a higher likelihood of consideration for future available funding; and

WHEREAS, for all the foregoing reasons, the City Council finds it in the best interest of the City to approve of the designation of the real estate referenced herein as the City’s economic development focus area.

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

- Section 1.** The City hereby designates the two parcels identified hereinabove consisting of approximately 500 acres of land located along the Highway MM Corridor as the City’s economic development focus areas within the City of Republic, for the Missouri Department of Transportation’s (MODOT) Statewide Transportation Improvement Program (STIP) prioritization.
- Section 2.** The City Administrator, or his designee(s), on behalf of the City, is authorized to take the reasonable, necessary steps to implement 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.

Eric Franklin, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



AGENDA ITEM ANALYSIS

Project/Issue Name: 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.

Submitted By: Angel Falig, City Engineer

Date: September 10, 2024

Issue Statement

A Resolution Of The City Council Awarding the Bid for Water Main Materials for Hankins Farm Lot 7 to Schulte Supply, Inc.

Discussion and/or Analysis

The City requested sealed bids for waterline materials for the Hankins Farm Lot 7 development project as part of the Developers Agreement with Wal-Mart Stores East, LP. As per the agreement, the City would purchase and install water materials associated with the development and be reimbursed for all costs of materials and equipment with the installation of water main to serve the site.

The City received three sealed bids with Schulte Supply being the lowest bidder in the amount of \$52,566.

Recommended Action

Staff recommends approval.

RESOLUTION NO. 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.

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 recently published an Invitation for Bids (“IFB”) for the supply of water main materials to be used in connection with the installation of water infrastructure improvements as part of Lot 7 of the Hankins Farm project (the “Project”); and

WHEREAS, the City received three (3) bids in response to its IFB, the lowest of which was submitted by Schulte Supply Inc. (“Schulte”); and

WHEREAS, Schulte’s estimated cost of the requested materials is \$52,566; and

WHEREAS, pursuant to the Developer Agreement between the City and Wal-Mart Stores East, LP, approved by the Council on September 10, 2024, the City will initially pay the cost of the requested materials, but will be fully reimbursed for such cost, as set forth in the Developer Agreement; and

WHEREAS, after hearing presentation and recommendations by City staff, the City Council desires to accept Schulte’s bid as it was the lowest submitted bid received by the City and appears to demonstrate all necessary qualifications for a responsible bid.

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

- Section 1.** The bid submitted by Schulte Supply Inc., attached and labeled “Exhibit 1” and expressly incorporated herein, is accepted for the Project at the estimated cost(s) shown thereon, such amount(s) to be reimbursed to the City pursuant to the Developer Agreement approved by the Council on or about September 10, 2024.
- Section 2.** The City Administrator, and his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Resolution.
- Section 3.** The whereas clauses are specifically incorporated herein by reference.
- Section 4.** This Resolution shall take effect after passage as provided by law.

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

Eric Franklin, Mayor

RESOLUTION NO. 24-R-42

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:



**Hankins Farm, Lot 7 - Water Main Materials
Bid Tabulation Summary**

BIDDERS	TOTAL
Schulte Supply	\$ 52,566.00
Core & Main	\$ 52,639.50
Winwater Works	\$ 55,048.30

**Hankins Farm, Lot 7 - Water Main Materials
Bid Tabulation**



			LOWEST BID		Core & Main		Winwater Works	
			Schulte Supply					
Material	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
8" CLASS SDR21 200PSI PVC	1200	FEET	\$ 13.79	\$ 16,548.00	\$ 13.79	\$ 16,548.00	\$ 14.13	\$ 16,956.00
12"x8" STAINLESS TAP SLEEVE	2	EACH	\$ 1,418.00	\$ 2,836.00	\$ 897.88	\$ 1,795.76	\$ 1,811.42	\$ 3,622.84
8X6 DI MJ TEE	2	EACH	\$ 196.00	\$ 392.00	\$ 208.35	\$ 416.70	\$ 207.82	\$ 415.64
8" DI MJ 45° BEND	4	EACH	\$ 130.00	\$ 520.00	\$ 138.36	\$ 553.44	\$ 138.00	\$ 552.00
8" DI MJ 22.5° BEND	1	EACH	\$ 127.00	\$ 127.00	\$ 135.10	\$ 135.10	\$ 134.76	\$ 134.76
8" DI MJ 11.25° BEND	9	EACH	\$ 115.00	\$ 1,035.00	\$ 122.62	\$ 1,103.58	\$ 122.31	\$ 1,100.79
8 MJ RS VALVE OL, MIXMJ, RW, 2" OP NUT	3	EACH	\$ 1,414.00	\$ 4,242.00	\$ 1,560.89	\$ 4,682.67	\$ 1,489.52	\$ 4,468.56
8" MJ X FLANGE OPRN LEFT	1	EACH	\$ 1,387.00	\$ 1,387.00	\$ 1,780.94	\$ 1,780.94	\$ 1,478.43	\$ 1,478.43
6X20 C900 DR18 CL 235 GJ	200	FEET	\$ 10.65	\$ 2,130.00	\$ 10.64	\$ 2,128.00	\$ 11.74	\$ 2,348.00
MED 3W 5-1/4 6MJ NST 4' BURY SAFETY YELLOW HYDRANT	3	EACH	\$ 2,792.00	\$ 8,376.00	\$ 3,298.07	\$ 9,894.21	\$ 2,912.09	\$ 8,736.27
6X18 ANCH COUPLING	3	EACH	\$ 209.00	\$ 627.00	\$ 193.40	\$ 580.20	\$ 209.99	\$ 629.97
6 MJ RS VALVE	3	EACH	\$ 888.00	\$ 2,664.00	\$ 982.00	\$ 2,946.00	\$ 946.12	\$ 2,838.36
SCREW TYPE VALVE BOX	9	EACH	\$ 95.00	\$ 855.00	\$ 41.47	\$ 373.23	\$ 111.25	\$ 1,001.25
8" FLANGE PACK	1	EACH	\$ 30.00	\$ 30.00	\$ 9.54	\$ 9.54	\$ 41.08	\$ 41.08
8" DI MJ 90 BENDS	1	EACH	\$ 159.00	\$ 159.00	\$ 169.28	\$ 169.28	\$ 168.86	\$ 168.86
6' BELL JOINT RESTRAINT 200 PIPE	8	EACH	\$ 59.00	\$ 472.00	\$ 47.95	\$ 383.60	\$ 59.22	\$ 473.76
8" PVC MEGA LUGS	41	EACH	\$ 57.00	\$ 2,337.00	\$ 54.97	\$ 2,253.77	\$ 59.90	\$ 2,455.90
8" TRANSTION GASKETS	39	EACH	\$ 18.00	\$ 702.00	\$ 11.21	\$ 437.19	\$ 10.36	\$ 404.04
12"X 6" STAINLESS STEEL TAP SLEEVE	1	EACH	\$ 1,173.00	\$ 1,173.00	\$ 784.28	\$ 784.28	\$ 1,347.84	\$ 1,347.84
6" FLANGE X MJ TAP VALVE	1	EACH	\$ 888.00	\$ 888.00	\$ 985.35	\$ 985.35	\$ 946.12	\$ 946.12
6" FLANGE PACK	1	EACH	\$ 25.00	\$ 25.00	\$ 8.26	\$ 8.26	\$ 35.22	\$ 35.22
6" MJ GASKETS	6	EACH	\$ 10.00	\$ 60.00	\$ 6.66	\$ 39.96	\$ 6.22	\$ 37.32
10" MJ TEE	1	EACH	\$ 338.00	\$ 338.00	\$ 359.18	\$ 359.18	\$ 358.28	\$ 358.28
10" PLAIN END X 8" MJ	1	EACH	\$ 165.00	\$ 165.00	\$ 175.79	\$ 175.79	\$ 198.72	\$ 198.72
10" TRANSTION GASKET	1	EACH	\$ 18.00	\$ 18.00	\$ 13.64	\$ 13.64	\$ 11.91	\$ 11.91
10" PVC MEGA LUG	2	EACH	\$ 108.00	\$ 216.00	\$ 103.91	\$ 207.82	\$ 120.29	\$ 240.58
10" ANCHOR COUPLING	1	EACH	\$ 355.00	\$ 355.00	\$ 324.82	\$ 324.82	\$ 357.32	\$ 357.32
10" MJ GASKETS	3	EACH	\$ 12.00	\$ 36.00	\$ 10.56	\$ 31.68	\$ 9.32	\$ 27.96
6" PVC MEGA LUGS	6	EACH	\$ 39.00	\$ 234.00	\$ 37.19	\$ 223.14	\$ 43.05	\$ 258.30
3/4 TEE HEADED BOLTS	450	EACH	\$ 3.00	\$ 1,350.00	\$ 2.28	\$ 1,026.00	\$ 2.22	\$ 999.00
8" DI MJ TEE	1	EACH	\$ 237.00	\$ 237.00	\$ 251.75	\$ 251.75	\$ 251.12	\$ 251.12
8" X 13" ANCHOR COUPLING	1	EACH	\$ 249.00	\$ 249.00	\$ 206.44	\$ 206.44	\$ 244.09	\$ 244.09
8" MJ GASKETS	2	EACH	\$ 10.00	\$ 20.00	\$ 7.29	\$ 14.58	\$ 6.73	\$ 13.46
12 GAUGE TRACER WIRE	3	SPOOL	\$ 95.00	\$ 285.00	\$ 47.00	\$ 141.00	\$ 95.00	\$ 285.00
KING 90120 DRYCONN DIR BRY LUG	1	EACH	\$ 8.00	\$ 8.00	\$ 8.11	\$ 8.11	\$ 8.15	\$ 8.15
775 METERSSETTER NL	1	EACH	\$ 1,470.00	\$ 1,470.00	\$ 1,646.49	\$ 1,646.49	\$ 1,601.40	\$ 1,601.40
TOTAL				\$ 52,566.00		\$ 52,639.50		\$ 55,048.30

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Description of Work	Price
<p>Prepare the attached "Bid Submission Form Template" to develop unit and extended costs. Confirm description of proposed equipment.</p> <p>A Bid Submission form template should be developed for all pricing options/alternatives presented.</p> <p>Please note any of the following:</p> <ul style="list-style-type: none"> • Any labor personnel requests of the City of Republic for this project. • Any other requests or responsibilities of the City of Republic for this project. 	<p>Total Cost: \$ <u>52,566.00</u></p> <p>(See attached "Bid Submission Form Template")</p>

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

<p>City of Republic, Missouri</p> <p>IFB for: Water Main Materials for Hankins Farm</p> <p>Republic, MO 65738</p>	<p>Company Legal Name: Schulte Supply Inc.</p>
	<p>Address: 150 Neptune Ct. St. Peters, MO 63376</p>
	<p>Signature: </p> <p>Name and Title: Estimator</p>
<p>Telephone: <u>636-387-5353</u></p> <p>Cellular: <u>314-420-9617</u></p> <p>Email: <u>jimcasteel@schultesupply.com</u></p>	<p>Dated: <u>9/3/2024</u></p> <p>Bidder's Federal ID Number: <u>37-1367381</u></p>

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


To be submitted with all Bids in response to this IFB

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

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

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

Company Name Schulte Supply Inc

By 
(Authorized Person's Signature)

Company Address 150 Neptune Ct.
St. Peters, MO 63376

Telephone Number 636-387-5353

Fax Number 636-387-5383

Date 9/3/2024

ADDENDA

Offeror acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Email jimcasteel@schultesupply.com

Federal Tax ID No. 37-1367381

DBE Vendor (Yes/No): NO Minority Owned: _____

Women Owned: _____

Veteran Owned: _____

Schulte Supply, Inc.
 150 Neptune Ct
 St. Peters MO 63376
 636-387-5353 Fax 636-387-5383

Quotation

Item 12.

QUOTE DATE	QUOTE NUMBER
08/30/24	S1219086
ORDER TO: Schulte Supply, Inc. 150 Neptune Ct St. Peters MO 63376 636-387-5353 Fax 636-387-5383	PAGE NO. 1

QUOTE TO: 417-732-6965 Fax
 City of Republic
 213 North Main Street
 Republic, MO 65738

SHIP TO:
 City of Republic
 213 North Main Street
 Republic, MO 65738

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
1918	HANKINS FARM	WATER MAIN MATERIALS	SW MO Territory	
WRITER	SHIP VIA	TERMS	REQ DATE	FREIGHT ALLOWED
Jim Casteel		NET 30 DAYS	08/30/24	Yes
ORDER QTY	PART NO	DESCRIPTION	Net Pric	Ext Pric
1200ft	596	* * MATERIAL ORDER BY 10/4/24, RELEASE BY 10/4/24, SHIP BY 11/4/24. PRICING SUBJECT TO CHANGE AND TERMS. SUBJECT TO AVAILABILITY. * * ITEM #1 ***** * 21-0800G 8" SDR21 Class 200 Gasketed Pipe 20' Lengths * * ITEM #2 ***** * FAST-1320-8 12" x 8" All Stainless Steel Tapping Sleeve with Stainless Steel Flange, Range:12.75-13.20 ** Nonstock item ** * * ITEM #3 ***** * 1220-0806-D 101475 8" x 6" MJ Tee	13.790	16548.00
2ea	15387		1418.000	2836.00
2ea	311		196.000	392.00

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Schulte Supply, Inc.
 150 Neptune Ct
 St. Peters MO 63376
 636-387-5353 Fax 636-387-5383

Quotation

Item 12.

QUOTE DATE		QUOTE NUMBER	
08/30/24		S1219086	
ORDER TO: Schulte Supply, Inc. 150 Neptune Ct St. Peters MO 63376 636-387-5353 Fax 636-387-5383			PAGE NO. 2

QUOTE TO: 417-732-6965 Fax
 City of Republic
 213 North Main Street
 Republic, MO 65738

SHIP TO:
 City of Republic
 213 North Main Street
 Republic, MO 65738

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		RELEASE NUMBER		SALESPERSON	
1918		HANKINS FARM		WATER MAIN MATERIALS		SW MO Territory	
WRITER		SHIP VIA		TERMS		BIB DATE	
Jim Casteel				NET 30 DAYS		08/30/24	
ORDER QTY		PART NO		DESCRIPTION		Net Pcs	
				* * ITEM #4 *****			
4ea		279		1211-0808-D 100270 8" MJ 45 Elbow * *		130.000 520.00	
				* * ITEM #5 *****			
1ea		288		1212-0808-D 100256 8" MJ 22 Elbow * *		127.000 127.00	
				* * ITEM #6 *****			
9ea		294		1213-0808-D 100232 8" MJ 11 Elbow * *		115.000 1035.00	
				* * ITEM #7 *****			
3ea		1541		7571SS-08 Old8571SS-08 8" MJ R/S Gate Valve W/SS Hardware * *		1414.000 4242.00	
				* * ITEM #8			

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Schulte Supply, Inc.
 150 Neptune Ct
 St. Peters MO 63376
 636-387-5353 Fax 636-387-5383

Quotation

Item 12.

QUOTE DATE	QUOTE NUMBER
08/30/24	S1219086
ORDER TO: Schulte Supply, Inc. 150 Neptune Ct St. Peters MO 63376 636-387-5353 Fax 636-387-5383	PAGE NO. 3

QUOTE TO: 417-732-6965 Fax
 City of Republic
 213 North Main Street
 Republic, MO 65738

SHIP TO:
 City of Republic
 213 North Main Street
 Republic, MO 65738

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
1918	HANKINS FARM	WATER MAIN MATERIALS	SW MO Territory	
WRITER	SHIP VIA	TERMS	BIB DATE	FREIGHT ALLOWED
Jim Casteel		NET 30 DAYS	08/30/24	Yes
ORDER QTY	PART NO	DESCRIPTION	Net Pcs	Ext Pcs
1ea	1548	***** * 7572SS-08 Old8572SS08 8" FL x MJ Gate Valve W/SS Hardware 8/Pallet * * ITEM #9 *****	1387.000	1387.00
200ft	504	***** * 18-0600G 6 C-900 DR18 Gasketed Pipe 20' Lengths * * ITEM #10 *****	10.650	2130.00
3ea	1266	***** * 615102R6340 1546340615102R 5 1/4 Kennedy K81D 3-Way 4.0' Bury, 6" MJ Shoe Painted Red * * ITEM #11 *****	2792.000	8376.00
3ea	340	***** * 1241-0618-D 6" x 18" Swivel x Swivel Anchor Coupling * *****	209.000	627.00

*** Continued on Next Page ***

Schulte Supply, Inc.
 150 Neptune Ct
 St. Peters MO 63376
 636-387-5353 Fax 636-387-5383

Quotation

Item 12.

QUOTE DATE	QUOTE NUMBER
08/30/24	S1219086
ORDER TO: Schulte Supply, Inc. 150 Neptune Ct St. Peters MO 63376 636-387-5353 Fax 636-387-5383	PAGE NO. 4

QUOTE TO: 417-732-6965 Fax
 City of Republic
 213 North Main Street
 Republic, MO 65738

SHIP TO:
 City of Republic
 213 North Main Street
 Republic, MO 65738

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
1918	HANKINS FARM	WATER MAIN MATERIALS	SW MO Territory	
WRITER	SHIP VIA	TERMS	EST. DATE	FREIGHT ALLOWED
Jim Casteel		NET 30 DAYS	08/30/24	Yes
ORDER QTY	PART NO	DESCRIPTION	Net Pric	Ext Pric
3ea	1540	* ITEM #12 ***** 7571SS-06 10106007571SS 6" MJ R/S Gate Valve W/SS Hardware * *	888.000	2664.00
9ea	1230	* ITEM #13 ***** 562S Cast Iron Valve Box and Cover * *	95.000	855.00
1ea	1633	* ITEM #14 ***** 94F-08 8" Flange Pack Kit (Full Face) ***** Kit Components ***** * 8 - 97F-06B * * 3/4" x 3 3/4" Bolt Only * * 8 - 98F-34 * * 3/4" Nuts Only * * 1 - 96F-08-1/8 * * 8" Flg Red Rubber Full Gasket * * 1/8" * ***** * *	30.000	30.00

*** Continued on Next Page ***

Schulte Supply, Inc.
 150 Neptune Ct
 St. Peters MO 63376
 636-387-5353 Fax 636-387-5383

Quotation Item 12.

QUOTE DATE	QUOTE NUMBER
08/30/24	S1219086
ORDER TO: Schulte Supply, Inc. 150 Neptune Ct St. Peters MO 63376 636-387-5353 Fax 636-387-5383	PAGE NO. 5

QUOTE TO: 417-732-6965 Fax
 City of Republic
 213 North Main Street
 Republic, MO 65738

SHIP TO:
 City of Republic
 213 North Main Street
 Republic, MO 65738

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
1918	HANKINS FARM	WATER MAIN MATERIALS	SW MO Territory	
WRITER	SHIP VIA	TERMS	BID DATE	FREIGHT ALLOWED
Jim Casteel		NET 30 DAYS	08/30/24	Yes
ORDER QTY	PART NO.	DESCRIPTION	Net Pric	Ext Pric
1ea	270	ITEM #15 ***** * 1210-0808-D 100294 8" MJ 90 Elbow * * ITEM #16 ***** * UFR1350-C-6-I Ford 6" Bell JT Retainer for C900 PVC ** Nonstock item ** * * ITEM #17 ***** * UFR1500-S-8-I Ford 8" Retainer ** Nonstock item ** * * ITEM #18 ***** * 410S-08 8" Transition Gasket * * ITEM #19	159.000	159.00
8ea	12182		59.000	472.00
41ea	3713		57.000	2337.00
39ea	958		18.000	702.00

*** Continued on Next Page ***

Schulte Supply, Inc.
 150 Neptune Ct
 St. Peters MO 63376
 636-387-5353 Fax 636-387-5383

Quotation

Item 12.

QUOTE DATE	QUOTE NUMBER
08/30/24	S1219086
ORDER TO: Schulte Supply, Inc. 150 Neptune Ct St. Peters MO 63376 636-387-5353 Fax 636-387-5383	PAGE NO. 6

QUOTE TO: 417-732-6965 Fax
 City of Republic
 213 North Main Street
 Republic, MO 65738

SHIP TO:
 City of Republic
 213 North Main Street
 Republic, MO 65738

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
1918	HANKINS FARM	WATER MAIN MATERIALS	SW MO Territory	
WRITER	SHIP VIA	TERMS	BID DATE	FREIGHT ALLOWED
Jim Casteel		NET 30 DAYS	08/30/24	Yes
ORDER QTY	PART NO	DESCRIPTION	Unit Price	Ext Price
1ea	11857	***** * FAST-1320-6 12" x 6" All Stainless Steel Tapping Sleeve with Stainless Steel Flange, Range:12.75-13.20 ** Nonstock item ** * * ITEM #20 *****	1173.000	1173.00
1ea	1546	* 7572SS-06 10106007572SS 6" FL x MJ Gate Valve W/SS Hardware * * ITEM #21 *****	888.000	888.00
1ea	1632	* 94F-06 6" Flange Pack Kit (Full Face) ***** Kit Components ***** * 8 - 97F-06B * * 3/4" x 3 3/4" Bolt Only * * 8 - 98F-34 * * 3/4" Nuts Only * * 1 - 96F-06-1/8 * * 6" Flg Red Rubber Full Gasket 1/8" * *****	25.000	25.00

*** Continued on Next Page ***

Schulte Supply, Inc.
 150 Neptune Ct
 St. Peters MO 63376
 636-387-5353 Fax 636-387-5383

Quotation Item 12.

QUOTE DATE	QUOTE NUMBER
08/30/24	S1219086
ORDER TO: Schulte Supply, Inc. 150 Neptune Ct St. Peters MO 63376 636-387-5353 Fax 636-387-5383	PAGE NO. 7

QUOTE TO: 417-732-6965 Fax
 City of Republic
 213 North Main Street
 Republic, MO 65738

SHIP TO:
 City of Republic
 213 North Main Street
 Republic, MO 65738

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
1918	HANKINS FARM	WATER MAIN MATERIALS	SW MO Territory	
WRITER	SHIP VIA	TERMS	BIQ DATE	FREIGHT ALLOWED
Jim Casteel		NET 30 DAYS	08/30/24	Yes
ORDER QTY	PART NO	DESCRIPTION	NET PRG	EXT PRG
6ea	948	ITEM #22 ***** * 410C-06 6" SMJ Gasket * * ITEM #23 ***** * 1220-1010-D 101017 10" MJ Tee * * ITEM #24 ***** * 1251-1008-D 133902 10" x 8" SEB Reducer * * ITEM #25 ***** * 410S-10 10" Transition Gasket * * ITEM #26 ***** *	10.000	60.00
1ea	315		338.000	338.00
1ea	362		165.000	165.00
1ea	959		18.000	18.00

*** Continued on Next Page ***

Schulte Supply, Inc.
 150 Neptune Ct
 St. Peters MO 63376
 636-387-5353 Fax 636-387-5383

Quotation

Item 12.

QUOTE DATE	QUOTE NUMBER
08/30/24	S1219086
ORDER TO: Schulte Supply, Inc. 150 Neptune Ct St. Peters MO 63376 636-387-5353 Fax 636-387-5383	PAGE NO. 8

QUOTE TO: 417-732-6965 Fax
 City of Republic
 213 North Main Street
 Republic, MO 65738

SHIP TO:
 City of Republic
 213 North Main Street
 Republic, MO 65738

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
1918	HANKINS FARM	WATER MAIN MATERIALS	SW MO Territory	
WRITER	SHIP VIA	TERMS	BID DATE	FREIGHT ALLOWED
Jim Casteel		NET 30 DAYS	08/30/24	Yes
ORDER QTY	PART NO	DESCRIPTION	EXT. PRG	EXT. PRG
2ea	2980	UFR1500-S-10 10" Circle-Lock for Steel Size PVC Pipe * * ITEM #27 *****	108.000	216.00
1ea	5813	1241-1013-D 10" x 13" SWxSW Anchor Coupling * * ITEM #28 *****	355.000	355.00
3ea	950	410C-10 10" SMJ Gasket * * ITEM #29 *****	12.000	36.00
6ea	18477	UFR1500-6-I Ford 6" Circle Lock Retainer Gland for C900 or SDR21 PVC Pipe ** Nonstock item ** * * ITEM #30 *****	39.000	234.00

*** Continued on Next Page ***

Schulte Supply, Inc.
 150 Neptune Ct
 St. Peters MO 63376
 636-387-5353 Fax 636-387-5383

Quotation Item 12.

QUOTE DATE	QUOTE NUMBER
08/30/24	S1219086
ORDER TO: Schulte Supply, Inc. 150 Neptune Ct St. Peters MO 63376 636-387-5353 Fax 636-387-5383	PAGE NO. 9

QUOTE TO: 417-732-6965 Fax
 City of Republic
 213 North Main Street
 Republic, MO 65738

SHIP TO:
 City of Republic
 213 North Main Street
 Republic, MO 65738

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
1918	HANKINS FARM	WATER MAIN MATERIALS	SW MO Territory	
WRITER	SHIP VIA	TERMS	BID DATE	FREIGHT ALLOWED
Jim Casteel		NET 30 DAYS	08/30/24	Yes
ORDER QTY	PART NO	DESCRIPTION	NET PPG	EXT PPG
450ea	435	1290-C 3/4" x 4" T Bolt and Nut * * ITEM #31 *****	3.000	1350.00
1ea	312	1220-0808-D 101413 8" MJ Tee * * ITEM #32 *****	237.000	237.00
1ea	13653	1241-0813-D 8" x 13" SWxSW Anchor Coupling * * ITEM #33 *****	249.000	249.00
2ea	949	410C-08 8" SMJ Gasket * * ITEM #34 *****	10.000	20.00
3rl	23639	1230B-HS-0500 Copperhead 12 Gauge AWG 30 Mil Blue Jacket 500' Rolls	95.000	285.00

*** Continued on Next Page ***

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Quotation

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08/30/24		S1219086	
ORDER TO:			PAGE NO.
Schulte Supply, Inc. 150 Neptune Ct St. Peters MO 63376 636-387-5353 Fax 636-387-5383			10

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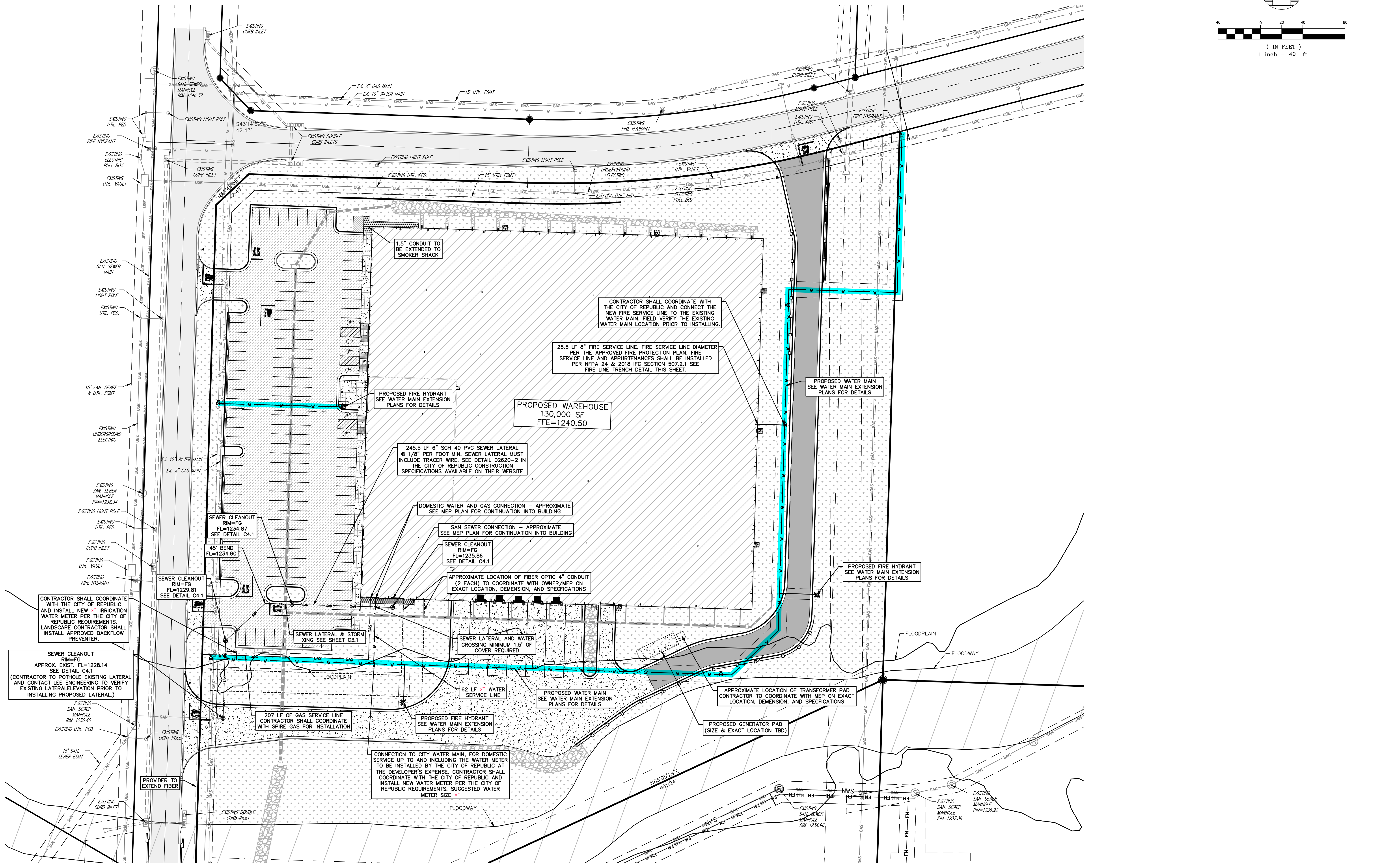
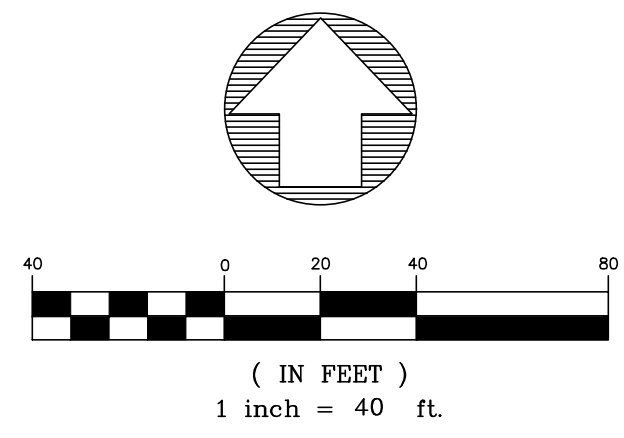
CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
1918	HANKINS FARM	WATER MAIN MATERIALS	SW MO Territory	
WRITER	SHIP VIA	TERMS	BID DATE	FREIGHT ALLOWED
Jim Casteel		NET 30 DAYS	08/30/24	Yes
ORDER QTY	PART NO	DESCRIPTION	Net Prc	Ext. Prc
1ea	24227	(4 rolls in a box) * * ITEM #35 ***** * 3WB-01 Copperhead 3-Way Lug Connector Blue * * ITEM #36 ***** *	8.000	8.00
1ea	31648	VBB77-18B-11-77-NL 2" Coppersetter Ball Valve Inlet & Outlet With Bypass 18" Height Service Line Connections 2" FIP No Lead	1470.000	1470.00
		TAXES NOT INCLUDED		

This is a Quotation.

Prices are subject to change without notice.
 Applicable taxes extra.

Subtotal	52566.00
S&H CHGS	0.00
Amount Due	52566.00

SITE UTILITIES PLAN

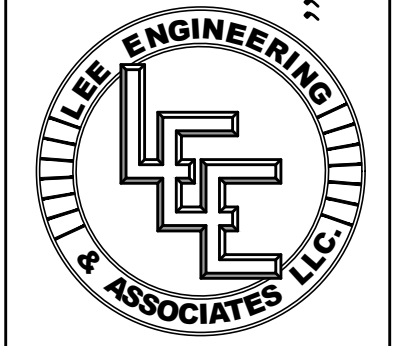


DATE:	
REVISIONS:	
SCALE: 1" = 40'	
FIELD BY: JS, AL	
DRAWN BY: RS	
CHECKED BY: RS	

SITE UTILITIES PLAN
PROPOSED WAREHOUSE
LOT 7 - HANKINS FARM
 3176 NORTH DRURY LANE, REPUBLIC, GREENE COUNTY, MISSOURI

Missouri State Certificate of Authority
 Engineering #2005015504
 Land Surveying #2009028050

LEE Engineering & Associates, L.L.C.
 1200 E. Woodhurst Dr., Suite D200
 Springfield, Missouri 65804
 417-886-9100 (phone)
 417-886-9336 (fax)
 lee@leeengineering.biz



Richard & Stalder

05/16/2024
 DATE: 2024-05-16
 SHEET: C6.0
 PROJECT: 2017
 FILE: 2017 - Hankins Farm Lot 7 Site.dwg