



AMENDED AGENDA
City Council Meeting
Zoom Online Meeting
May 19, 2020 at 6:30 PM

Jeff Ussery, Mayor
Brandon Self, Ward I
Garry Wilson, Ward II
John Jones, Ward III
Charlie Brashers, Ward IV

Eric Franklin, Ward I
Gerry Pool, Ward II
Matt Russell, Ward III
Jim Deichman, Ward IV

Due to directives to limit gatherings to less than 20 people, the City Council will be holding the meeting via an online platform. Citizens will be able to participate in the meeting via the zoom app/website or YouTube.

Citizens that wish to view the meeting without speaking for or against an item may watch the live stream of the meeting on the City of Republic YouTube page:

https://www.youtube.com/channel/UCmvA973eokxbVIHVODI-1_A

Citizens that wish to speak for or against an item on the agenda may contact the City Clerk's Office before Tuesday May 19th at 5:00 p.m. to have the opportunity to speak or have their input shared during the meeting. Citizens may send their feedback via email to LBurbridge@republicmo.com or call 732-3140. We ask that citizens not join Zoom by video unless requested by staff so there is room on the screen for all Council Members to be seen. The link to participate in the meeting is listed below.

Join Zoom Meeting

<https://us02web.zoom.us/j/87383952711>

Meeting ID: 873 8395 2711

One tap mobile

13017158592, Meeting ID 87383952711

13126266799, Meeting ID 87383952711

Call Meeting to Order

Opening Prayer

Pledge of Allegiance to the United States Flag

Citizen Participation

Consent Agenda

- [1.](#) Approve City Council Special Session Minutes from April 30, 2020.
- [2.](#) Approve City Council Minutes from May 5, 2020.
- [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.](#) Approve Vendor List.
- [5.](#) Approve Utility Billing Adjustments

Board, Commission, and Committee Schedule

June 2, 2020 City Council Meeting
June 4, 2020 Board of Adjustment Meeting
June 8, 2020 Planning & Zoning Meeting
June 16, 2020 City Council Meeting

Old Business and Tabled Items

- [6.](#) 20-20 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the Execution of a STP-Urban Program Agreement with the Missouri Highways and Transportation Commission for the Design and Right of Way Acquisition for the Extension of the Shuyler Creek Trail.

New Business (First Reading of Ordinances)

- [7.](#) 20-21 An Ordinance of the City Council of the City of Republic, Missouri, Approving Amending the Zoning Code and Official Map by Changing the Classification of Approximately 23.5 Acres, Located at the 7500 Block of West Farm Road 174, from Agricultural (Ag) to High Density Single-Family Residential (R1-H).
- [8.](#) 20-22 An Ordinance of the City Council of the City of Republic, Missouri, Vacating a Water Line Easement on Lot 1 of the Old Stone PDD.
- [9.](#) 20-23 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into an Infrastructure Development Agreement with Turner Residential Holding, LLC for Infrastructure for Phase 1 of the A'vila Residential Subdivision.

Other Business (Resolutions)

- [10.](#) 20-R-10 A Resolution of the City Council of the City of Republic, Missouri, Approving the Amendment to Articles of Incorporation of a Nonprofit Corporation for Ozarks Transportation Organization.
- [11.](#) 20-R-11 A Resolution of the City Council of the City of Republic, Missouri, Approving a Preliminary Plat for Olde Savannah, a Residential Subdivision Consisting of Approximately 24.48 Acres Located at the 6300 Block of South Farm Road 89.
- [12.](#) 20-R-12 A Resolution of the City Council of the City of Republic, Missouri, Approving the Water and Wastewater Master Plans.
- [13.](#) 20-R-13 A Resolution of the City Council of the City of Republic, Missouri, Awarding the Bid for the Phone System.
- [14.](#) 20-R-14 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the Establishment of a Bank Account and Authorized Signers for the Municipal Court.
- [15.](#) 20-R-15 A Resolution of the City Council of the City of Republic, Missouri, Providing for Phase Two of the Covid-19 Recovery Plan for the City of Republic.

Reports from Staff

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

Adjournment

Individuals addressing the Council are asked to step to the microphone and clearly state their name and address before speaking. In accordance with ADA guidelines, if you need special accommodations to attend any city meeting, please notify the City Clerk's Office at 732-3140 at least three days prior to the scheduled meeting. **All meetings are tape recorded for public viewing.**



MINUTES
City Council Special Session
Online Zoom Meeting
April 30, 2020 at 6:00 PM

Jeff Ussery, Mayor
Brandon Self, Ward I
Garry Wilson, Ward II
John Jones, Ward III
Charlie Brashers, Ward IV

Eric Franklin, Ward I
Gerry Pool, Ward II
Matt Russell, Ward III
Jim Deichman, Ward IV

Call Meeting to Order

Mayor Ussery called the meeting to order at 6:01 p.m. Council Members in attendance via Zoom include Garry Wilson, Jim Deichman, Charlie Brashers, Matt Russell, Eric Franklin, John Jones, and Brandon Self. Council Member Gerry Pool attended via telephone. Others in attendance include City Administrator David Cameron, Assistant City Administrator Jared Keeling, IT Director Josh Jones, Assistant Public Works Director Garrett Brickner, Police Chief Brian Sells, Public Works Director Andrew Nelson, Assistant City Administrator Lisa Addington, City Attorney Scott Ison, Fire Chief Duane Compton, and City Clerk Laura Burbridge.

Opening Prayer

Opening prayer was led by City Administrator David Cameron.

Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mayor Jeff Ussery.

Citizen Participation

Mayor Ussery opened citizen participation at 6:03 p.m. No one came forward so Mayor Ussery closed citizen participation at 6:03 p.m.

Other Business (Resolutions)

20-R-09 A Resolution of the City Council of the City of Republic, Missouri, Providing for the Initial Covid-19 Recovery Plan for the City of Republic. David Cameron gave an overview of Resolution 20-R-09. A release has been prepared that would direct questions to the Community Development office since they have the building plans and could provide guidance to businesses if needed. Questions can be taken on a case by case basis as needed. Motion was made by Council Member Deichman and seconded by Council Member Franklin to approve Resolution 20-R-09. The vote was 8 Aye-Self, Franklin, Pool, Wilson, Deichman, Russell, Brashers, and Jones. 0 Nay. Motion Carried.

Adjournment

Mayor Ussery adjourned the meeting at 6:27 p.m.

ATTEST:

Laura Burbridge, City Clerk

Jeff Ussery, Mayor



MINUTES
City Council Meeting
Online Zoom Meeting
May 05, 2020 at 6:30 PM

Jeff Ussery, Mayor
Brandon Self, Ward I
Garry Wilson, Ward II
John Jones, Ward III
Charlie Brashers, Ward IV

Eric Franklin, Ward I
Gerry Pool, Ward II
Matt Russell, Ward III
Jim Deichman, Ward IV

Call Meeting to Order

The regular session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Jeff Ussery at 6:30 p.m. via Zoom Online Meetings. Council Members in attendance via Zoom were: Eric Franklin, Jim Deichman, Garry Wilson, Brandon Self, John Jones, Matt Russell, and Charlie Brashers. Council Member Gerry Pool was present by telephone. Others in attendance were: City Administrator David Cameron, Assistant City Administrator Jared Keeling, Assistant City Administrator Lisa Addington, Police Chief Brian Sells, City Attorney Scott Ison, Assistant Public Works Director Garrett Brickner, Public Information Officer Mike Landis, Principal Planner Karen Haynes, Public Works Director Andrew Nelson, IT Director Josh Jones, and City Clerk Laura Burbridge.

Opening Prayer

Opening prayer was led by City Administrator David Cameron.

Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mayor Jeff Ussery.

Citizen Participation

Mayor Ussery opened Citizen Participation at 6:30 p.m. No one came forward so Mayor Ussery closed Citizen Participation at 6:31 p.m.

Consent Agenda

Motion was made by Council Member Wilson and seconded by Council Member Franklin. The vote was 8 Aye-Self, Franklin, Pool, Wilson, Deichman, Russell, Brashers, and Jones. 0 Nay. Motion Carried.

Approve City Council Minutes from April 21, 2020.

As per RSMo. 109.230(4), City records that are on file in the City Clerk’s office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State’s office.

Board, Commission, and Committee Schedule

- Board of Adjustment May 7, 2020
- Planning and Zoning May 11, 2020
- City Council Meeting May 19, 2020
- City Council Meeting June 2, 2020

Old Business and Tabled Items

20-18 An Ordinance of the City Council of the City of Republic, Missouri, Approving Amending the Zoning Code and Official Map by Changing the Classification of Approximately 6.4 Acres, Located at 830 West O’Neal Road, from Agricultural (AG) to Medium Density Single-Family Residential (R1-M).

Motion was made by Council Member Russell and seconded by Council Member Deichman to have the second reading of Bill 20-18 by title only. The vote was 8 Aye-Deichman, Brashers, Wilson, Russell, Franklin, Self, and Pool. 0 Nay. Motion Carried. Karen Haynes was available to answer any questions regarding this bill. Council Member Wilson motioned for the passage of Bill 20-18. Council Member Franklin seconded. A roll call vote was taken. The vote was 7 Aye-Brashers, Russell, Self, Jones, Wilson, Deichman, and Franklin. 0 Nay. Motion Carried.

20-19 An Ordinance of the City Council of the City of Republic, Missouri Approving Amending the Zoning Code and Official Map by Changing the Classification of Approximately 24.48 Acres, Located at the 6300 Block of South Farm Road 89, from Agricultural (AG) to High Density Single-Family Residential (R1-H).

Motion was made by Council Member Russell and seconded by Council Member Brashers to have the second reading of Bill 20-19 by title only. The vote was 8 Aye-Pool, Jones, Franklin, Wilson, Deichman, Brashers, Russell, and Self. 0 Nay. Motion Carried. Karen Haynes was available to answer any questions regarding this bill. A roll call vote was taken. Council Member Wilson motioned for the passage of Bill 20-19. Council Member Deichman seconded. A roll call vote was taken. The vote was 7 Aye-Jones, Franklin, Wilson, Deichman, Brashers, Russell, and Self. 0 Nay. Motion Carried.

New Business (First Reading of Ordinances)

20-20 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the Execution of a STP-Urban Program Agreement with the Missouri Highways and Transportation Commission for the Design and Right of Way Acquisition for the Extension of the Shuyler Creek Trail.

Council Member Wilson motioned for the first reading of Bill 20-20 by title only. Council Member Jones seconded. The vote was 8 Aye-Self, Franklin, Pool, Wilson, Deichman, Russell, Brashers, and Jones. 0 Nay. Motion Carried. Garrett Brickner provided an overview of the bill. Mayor Usery reminded Council that this was a first read and to get with Mr. Brickner with any questions prior to the next meeting.

Other Business (Resolutions)-None

Reports from Staff

City Administrator David Cameron reported that yesterday the new resolution went into effect. Mr. Cameron shared it was exciting to see business moving forward with the steps the businesses took to follow safety precautions. Mr. Cameron shared he is proud of our businesses for stepping up.

City Administrator David Cameron commended Mike Landis and Duane Compton for hand delivering letters to local businesses for clarity regarding the resolution. Mr. Cameron shared he appreciates that level of service.

City Administrator David Cameron updated Council that MoDOT has had some delays with projects but they will not impact the Hwy 174/60 Hwy project and they should open up bids this month. The project is a go this summer.

City Administrator David Cameron received notification today on a transportation safety study regarding railroad crossings and MoDOT received a grant to make improvements at the crossings. They will be in town next week visiting with Andrew and Garrett. Mr. Cameron appreciates MoDOT and the railroad for their work on this. Mr. Cameron reached out to see if it included Farm Road 93. Part of the

agreement to close Farm Road 93 would be consideration of an overpass over MM that did not get included for funding.

City Administrator David Cameron shared good that news sales tax receipts for March and are up 11% for the month and 9% for the year. We still anticipate next month's going down but every month with additional will help offset any losses from COVID-19. The message from a lot of business is not a lot of dips in their income. Every additional dollar of sales tax is being set aside in the recovery account.

City Administrator David Cameron shared we had our first ELT meeting in person today. We are anticipating City Council back in the Council Chambers or another facility if more space needed for the first meeting in June. It was nice to have leadership together to discuss the next steps moving forward.

City Administrator David Cameron announced the Community Center track will be opening next Monday and we will gradually open those facilities.

Mayor Jeff Ussery shared good news after speaking to Clay Goddard from the Springfield-Greene County Health Department. They did testing on 142 people who work on the front lines at restaurants, stores, and other places that require customer facing contact with no symptoms. Testing had not been done on people without symptoms previously due to the need to triage those tests to those with symptoms. Mayor Ussery was happy to report that none of the people tested came back positive. Mayor Ussery shared this is a testament to the community as it was a sampling of the area.

Mayor Jeff Ussery shared it is so nice to see businesses opening with precautions in place. They run their business, not the government and were doing these precautions without us telling them to. Hopefully we can walk through this first phase without a spike or increase in numbers. Thank you to the citizens who patronize the businesses in Republic as businesses were able to keep their doors open and maintain their businesses with this customer support.

Adjournment

Mayor Ussery adjourned the meeting at 6:46 p.m.

ATTEST:

Laura Burbridge, City Clerk

Jeff Ussery, Mayor



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 040 Grant Information	Police Grant Information	2006-2011	3 years after submission of final report
GS 012 Correspondence	Police Correspondence	1999-2007	1 year
GS 067 Vehicle Ownership and Maintenance Records	Police Vehicle Records-no longer owned	1999-2007	Retain until sold or disposed of.

Vendor No. & Name	Added	Added User
06909 - TreePans.com, Inc.	04/03/2020	Rachel Reich-Graef
06910 - Lawence County Record	04/06/2020	Rachel Reich-Graef
06912 - Southwest MO City Clerks & Finance Officers Assoc.	04/08/2020	Rachel Reich-Graef
06914 - Metro Credit Union	04/13/2020	Rachel Reich-Graef
06915 - Chagrin Safety Supply, LLC	04/14/2020	Rachel Reich-Graef
06916 - Ozarks Transportation Organization	04/14/2020	Rachel Reich-Graef

Billing Adjustments

Date	Customer	Overread/Leak	Leak In	Water Gallons Adjusted	Amount Adjusted	Sewer Gallons Adjusted	Amount Adjusted
4/22/2020	Jordon & Conni Addotta	Leak	Sprinkler system	-	0.00	11,900	\$112.69
4/22/2020	Kimberly Nicely	Leak	Outside Faucet	4,675	16.64	9,350	\$88.54
4/22/2020	William Greeson	Leak	Toilet	1,450	5.16	1,450	\$13.73
4/22/2020	Stanley Sides	Leak	Outside Faucet	1,284	4.57	2,567	\$24.31
4/22/2020	Stanley Ricks	Leak	Service Line	9,595	34.16	19,190	\$181.73
4/22/2020	Marilyn Burleson	Leak	Hot Water Heater	1,434	5.10	2,867	\$27.15



AGENDA ITEM ANALYSIS

Project/Issue Name: 20-20 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the Execution of a STP-Urban Program Agreement with the Missouri Highways and Transportation Commission for the Design and Right of Way Acquisition for the Extension of the Shuyler Creek Trail.

Submitted By: Garrett Brickner, Assistant Public Works Director

Date: May 5, 2020

Issue Statement

This agreement would allow the City of Republic to accept the grant awarded for design and right of way acquisition for the extension of the Shuyler Creek Trail to Elm Street/Farm Road 182 and Along Farm Road 182 to Wilson Creek National Battlefield.

Discussion and/or Analysis

Last fall, the City applied for a Transportation Alternative Program (TAP) Grant through the Ozarks Transportation Organization for extension of the Shuyler Creek Trail to Wilsons Creek National Battlefield (the Battlefield). The city was informed that we could receive funding for engineering design and right-of-way (ROW) acquisition for the trail. The funding is an 80/20 split with the city paying 20% and the grant paying 80% of the estimated costs. The total estimated cost for design and ROW acquisition is \$492,768 with the grant covering \$394,214 and the city responsible for \$98,554. The city will be solely responsible for overages exceeding the \$394,214 the grant is awarding. Greene County will contribute in this grant by taking the lead on ROW acquisition.

Recommended Action

Staff recommends approval of Bill 20-20.

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

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

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

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

WHEREAS, this Agreement will obligate the City to contribute 20% towards the Project, which is approximately \$98,554.00. The other 80% of the funding will come from federal funds; and

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

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

Section 1. That Mayor Jeff Ussery is authorized to execute on behalf of the City a STP-Urban Program Agreement with the Missouri Highways and Transportation Commission not to exceed \$98,554.00, said Agreement to be substantially in the form and content of the document attached hereto and incorporated herein.

Section 2. This Ordinance shall be in full force and effect from and after its date of passage.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this ____ day of _____ 2020.

Jeff Ussery, Mayor

Attest:



Digitally signed by Scott Ison
Date: 2020.04.29 10:42:38
-05'00'

Approved as to Form: _____, Scott Ison, City Attorney

Final Passage and Vote: _____

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

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

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

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

WITNESSETH:

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

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

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

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

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

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

right of way acquisition for the extension of the Shuyler Creek Trail to Elm Street/Farm Road 182 and Along Farm Road 182 to Wilson Creek Battlefield.

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

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

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

(6) INVENTORY AND INSPECTION: The City shall:

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

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

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

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

(8) INDEMNIFICATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (A) To the City:
Andrew Nelson, Public Works Director
City of Republic
204 N. Main Ave.
Republic, MO 65738
Phone # 417-732-3150
Fax # 417-732-3199
anelson@republicmo.com

- (B) To the Commission:
Chad Zickefoose, LPA Program Manager
MoDOT Southwest District
3025 East Kearney Street, Springfield, MO 65803
Phone # 417-895-7638
chad.zickefoose@modot.mo.gov

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed by the City this _____ day of _____, 2020.

Executed by the Commission this _____ day of _____, 2020.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF REPUBLIC

Title _____

By _____
Title _____

ATTEST:

Secretary to the Commission

ATTEST:

By _____
Title _____

Approved as to Form:

Commission Counsel

Approved as to Form:

By _____
Title _____

Ordinance No: _____

Exhibit A - Location of Project

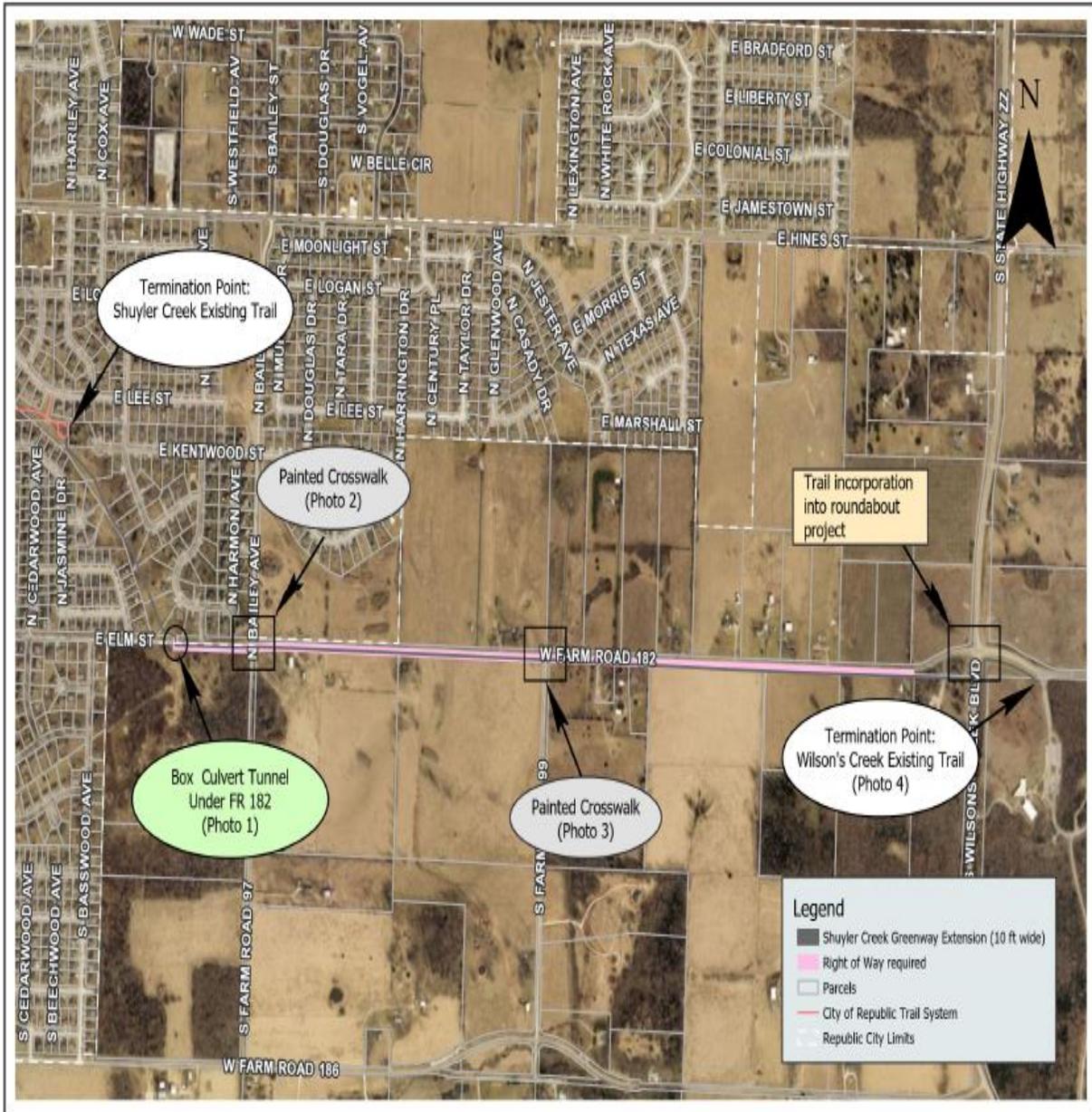


Exhibit B – Project Schedule

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

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

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

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

**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

Exhibit C

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

Exhibit C

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

Exhibit C

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

Exhibit C

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.

Exhibit C

(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.

Exhibit C

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.

Exhibit C

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

Exhibit C

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

Exhibit C

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

Exhibit C

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.

Exhibit C

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

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

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

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

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

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

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

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

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

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

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



AGENDA ITEM ANALYSIS

Project/Issue Name: 20-21 An Ordinance of the City Council of the City of Republic, Missouri, Approving Amending the Zoning Code and Official Map by Changing the Classification of Approximately 23.5 Acres, Located at the 7500 Block of West Farm Road 174, from Agricultural (Ag) to High Density Single-Family Residential (R1-H).

Submitted By: Community Development Department

Date: May 19, 2020

Issue Statement

The Rader Trust has applied to change the Zoning Classification of **(23.5) acres** of property located at 7500 Block of West Farm Road 174 from **Agricultural (AG) to High Density Single-Family Residential (R1-H)**.

Discussion and/or Analysis

The property subject to this Rezoning Application is comprised of approximately **(23.5) acres** of land located at the 7500 Block of West Farm Road 174. The property does not contain any structures and is currently utilized for agricultural purposes only.

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

Consistency with the Comprehensive Plan

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

The Plan also more particularly describes appropriate future land uses through the depiction of a **"Future Land Use Map" (FLUM)**. In this case, the FLUM depicts the subject property as having a **Low Density Residential FLUM** designation. The City's Adopted 2005 Land Use Plan has identified the **"Low Density Residential"** Future Land Use Map designation as **"Single-Family Residential Development at 1-6 units per acre,"** which includes the Low Density Single-Family Residential (R1-L) at 4 dwelling units/acre, Medium Density Single-Family Residential (R1-M) at 5 dwelling units/acre, and **High Density Single-Family Residential (R1-H) at 6 dwelling units/acre.**

The 2005 Land Use Plan identifies Land Use Goals and Objectives relating to residential development, as follows:



- **Goal:** Cost-effective Private Development Density. Encourage higher density development that will reduce the amount of infrastructure and cost to the developer and reduce the maintenance costs by the City.
 - **Objective:** Use the Land Use Plan to promote and guide the development of land at higher densities to reduce the amount of infrastructure constructed within the City.
 - **Policies:**
 - Plan for higher density development that will reduce the cost of maintenance of new infrastructure improvements, such as water, sanitary sewer, stormwater and roads.
- **Goal:** Diversify the Republic Housing Market.
 - **Objective:** Promote all types of residential development.
- **Goal:** Improve the quality of all types of housing in the City.
 - **Objective:** Encourage the development of high-quality housing regardless of the size, type, and density of housing being constructed.

The general trend of development in the vicinity of the subject property (along East Hines) in recent years has been the development of **residential subdivisions**.

Compatibility with Surrounding Land Uses

The subject property is surrounded by High Density Single-Family Residential (R1-H) to the north, Twelve Stones Planned Development District (PDD) to the west, Greene County Agricultural zoned property to the east, and Greene County Suburban Residential to the south.

The land uses permitted in the High-Density Single-Family Residential (R1-H) Zoning District include single-family dwellings, residential accessory structures, golf courses, country clubs, and schools.

Capacity To Serve Potential Development and Land Use

Municipal Water and Sewer Service: This site is not currently served by City of Republic water or sanitary sewer service. The site is in proximity to a ten (10) inch water main and eight (8) inch sanitary sewer main at the eastern termination of East Timber Oak Street, approximately 345 feet from the western boundary line of the subject property; connection to these mains will require an off-site Utility Easement and agreement with the owner of the Twelve Stones PDD to the west. The sanitary sewer flows to the Shuyler Creek Lift Station and then through a force main to the Wastewater Treatment Facility; the Lift Station and Treatment Facility currently have capacity. The City's water system currently has capacity to serve a potential development; final evaluations of capacity will be performed during subsequent development review.

Alternatives to connecting to different points in the City's municipal water and sewer systems may be available and will be reviewed at the time of development review.

Transportation: The subject parcel is currently accessible, for agricultural purposes only from an access point on West Farm Road 174 from the adjacent property to the east owned by the Rader Trust; subsequent development of the subject parcel will require review of new entrances(s) and/or roads identified on the Major Thoroughfare Plan (MTP) through the Preliminary Platting process.



The Republic City Code will require the development of the subject property to include the extension of internal public streets to boundary lines, sidewalks, and the construction of Bailey Avenue from West Farm Road 174 to the southern boundary line as required by the Major Thoroughfare Plan, as well as the dedication of deficient Right-of-Way along West Farm Road 174.

A Traffic Impact Study (TIS) has been completed by the Applicant and reviewed by the City; the Report indicated no major improvements are needed to the City's existing transportation system.

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

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

Extent to which Proposed Amendment Creates Nonconformities

Any existing agricultural uses presently conducted on the subject property would be permitted to continue as is at the time of rezone until such time as the use is altered in a way that would remove that lawfully existing nonconforming status. Types of alterations that would cause the removal of that status include redevelopment, expansion of the nonconforming use, substantial destruction of the nonconformity, etc.

Recommended Action

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, APPROVING AMENDING THE ZONING CODE AND OFFICIAL MAP BY CHANGING THE CLASSIFICATION OF APPROXIMATELY 23.5 ACRES, LOCATED AT THE 7500 BLOCK OF WEST FARM ROAD 174, FROM AGRICULTURAL (AG) TO HIGH DENSITY SINGLE-FAMILY RESIDENTIAL (R1-H)

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, an application for amendment to the Zoning Code and Official Zoning Map to rezone real estate located at the 7500 Block of West Farm Road 174 and comprising approximately 23.5 acres from Agricultural (AG) to High Density Single-Family Residential (R1-H), was submitted to the Community Development Department Staff by the Rader Trust (hereinafter “Applicant”); and

WHEREAS, the Community Development Staff did thereafter submit said application to the Planning and Zoning Commission which did set May 11, 2020, as the date a public hearing would be held on such application and proposed amendment; and

WHEREAS, notice of the time and date of the public hearing was given by publication on April 22, 2020, in *The Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least 15 days before the date set for the public hearing; and

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

WHEREAS, a public hearing was conducted by the Planning and Zoning Commission on May 11, 2020, after which the Commission rendered written findings of fact on the proposed amendment and rezoning and, thereafter, submitted the same, together with its recommendations, to the City Council; and

WHEREAS, the Planning and Zoning Commission by a vote of 5 Ayes to 0 Nays, recommended the approval of such application for rezoning; and

WHEREAS, the application for rezoning and to amend the Zoning Code and Official Zoning Map was submitted to the City Council at its regular meeting on May 19, 2020, after which the City Council did proceed to vote to rezone such property and amend the Zoning Code accordingly.

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

- Section 1. That the Zoning Code and Official Zoning Map are hereby amended insofar as the same relates to a certain tract of realty located at the 7500 Block of West Farm Road 174 and comprising approximately 23.5 acres from Agricultural

(AG) to High Density Single-Family Residential (R1-H), such tract being more fully described as follows:

BEGINNING AT AN EXISTING SURVEY MONUMENT (5/8" IRON REBAR WITH ALUMINUM CAPPED "LS 2334") MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 28, RANGE 23, GREENE COUNTY, MISSOURI;

THENCE ALONG THE NORTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 28, RANGE 23, S88°14'24"E, A DISTANCE OF 140.45 FEET TO A SURVEY MONUMENT SET (5/8" IRON REBAR CAPPED "LS-267D"); THENCE S01°45'36"W, A DISTANCE OF 39.35 FEET TO A SURVEY MONUMENT SET (5/8" IRON REBAR CAPPED "LS-267D") AT A POINT BEING 40.00 FEET SOUTH OF THE CENTERLINE OF FARM ROAD 174 AS IT NOW EXISTS;

THENCE S46°56'41"W, A DISTANCE OF 57.01 FEET TO A SURVEY MONUMENT SET (5/8" IRON REBAR CAPPED "LS-267D");

THENCE S02°23'43"W, A DISTANCE OF 1252.76 FEET TO A SURVEY MONUMENT SET (5/8" IRON REBAR CAPPED "LS-267D") ON THE SOUTH LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE ALONG SAID SOUTH LINE, N88°11'36"W, A DISTANCE OF 88.36 FEET TO AN EXISTING SURVEY MONUMENT (5/8" IRON REBAR CAPPED "LS 1126") MARKING THE SOUTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 16;

THENCE N88°29'18"W, A DISTANCE OF 672.32 FEET TO AN EXISTING SURVEY MONUMENT (5/8" IRON REBAR CAPPED "LS 1126") ON THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER;

THENCE ALONG THE WEST LINE OF SAID EAST HALF, N01°55'50"E, A DISTANCE OF 1331.94 FEET TO AN EXISTING SURVEY MONUMENT (RAILROAD SPIKE) ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER SECTION 16;

THENCE ALONG SAID NORTH LINE, S88°30'22"E, A DISTANCE OF 670.60 FEET TO THE POINT OF BEGINNING, CONTAINING 1,022,819 SQ. FT. (23.5 ACRES).

BEARINGS LISTED ARE BASED ON MISSOURI STATE PLANE, CENTRAL ZONE, NAD83 (2011).

SUBJECT TO ANY EASEMENTS OF RECORD, EXCEPT ANY PART THEREOF TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.

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

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

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

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

Jeff Ussery, Mayor

Attest:

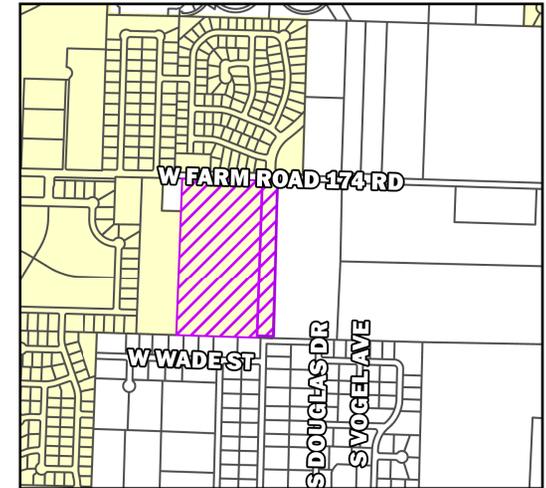
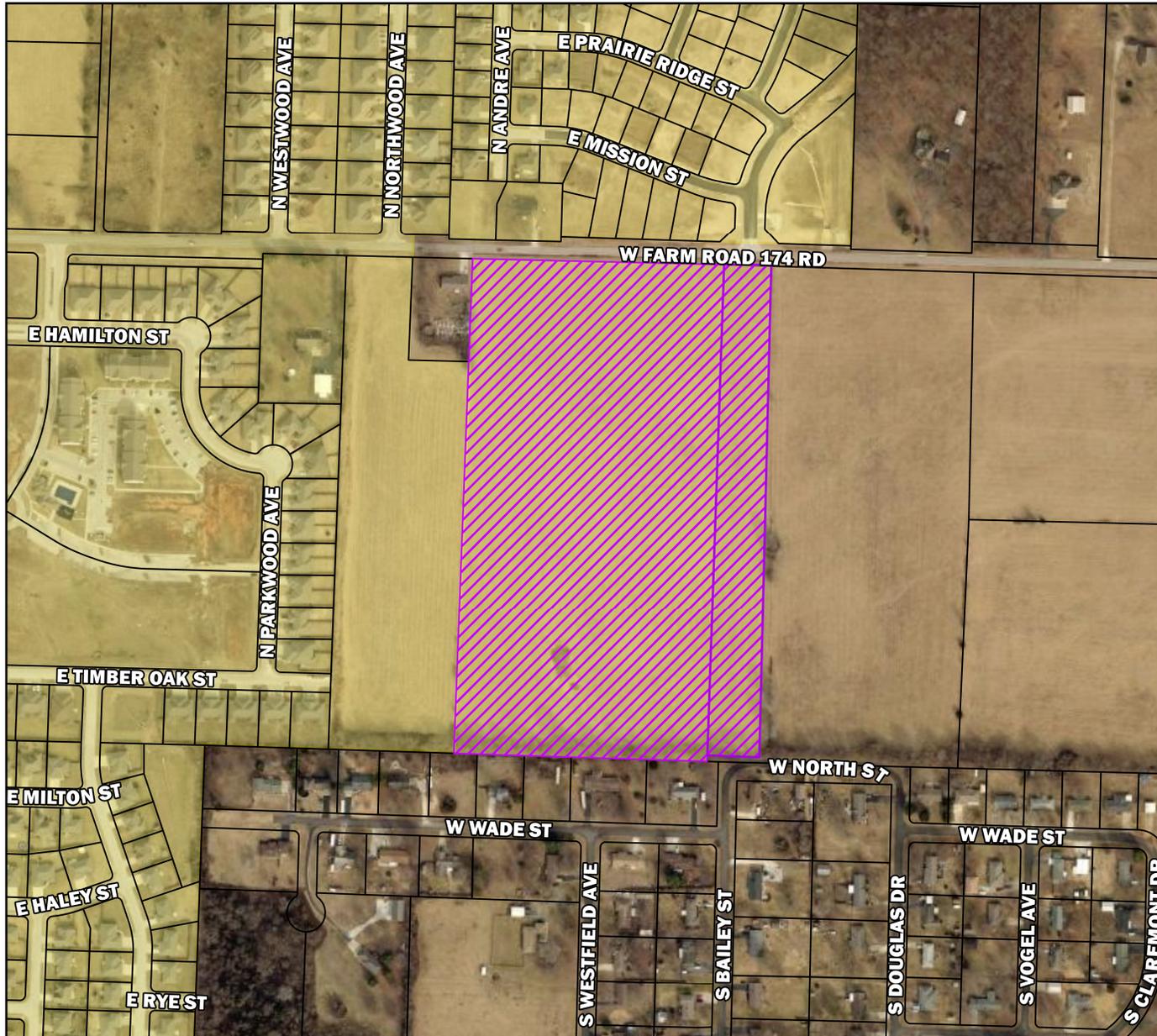
Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison
Date: 2020.05.13 10:13:34
-05'00' _____, Scott Ison, City Attorney

Final Passage and Vote: _____

REZN 20-003: Rader Trust

Vicinity Map

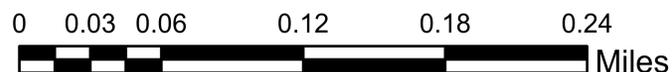


Legend

- City Limit Republic
- Parcels
- ANX 20-002

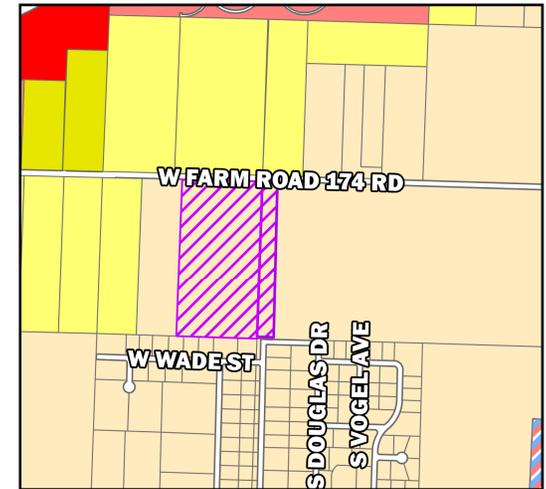
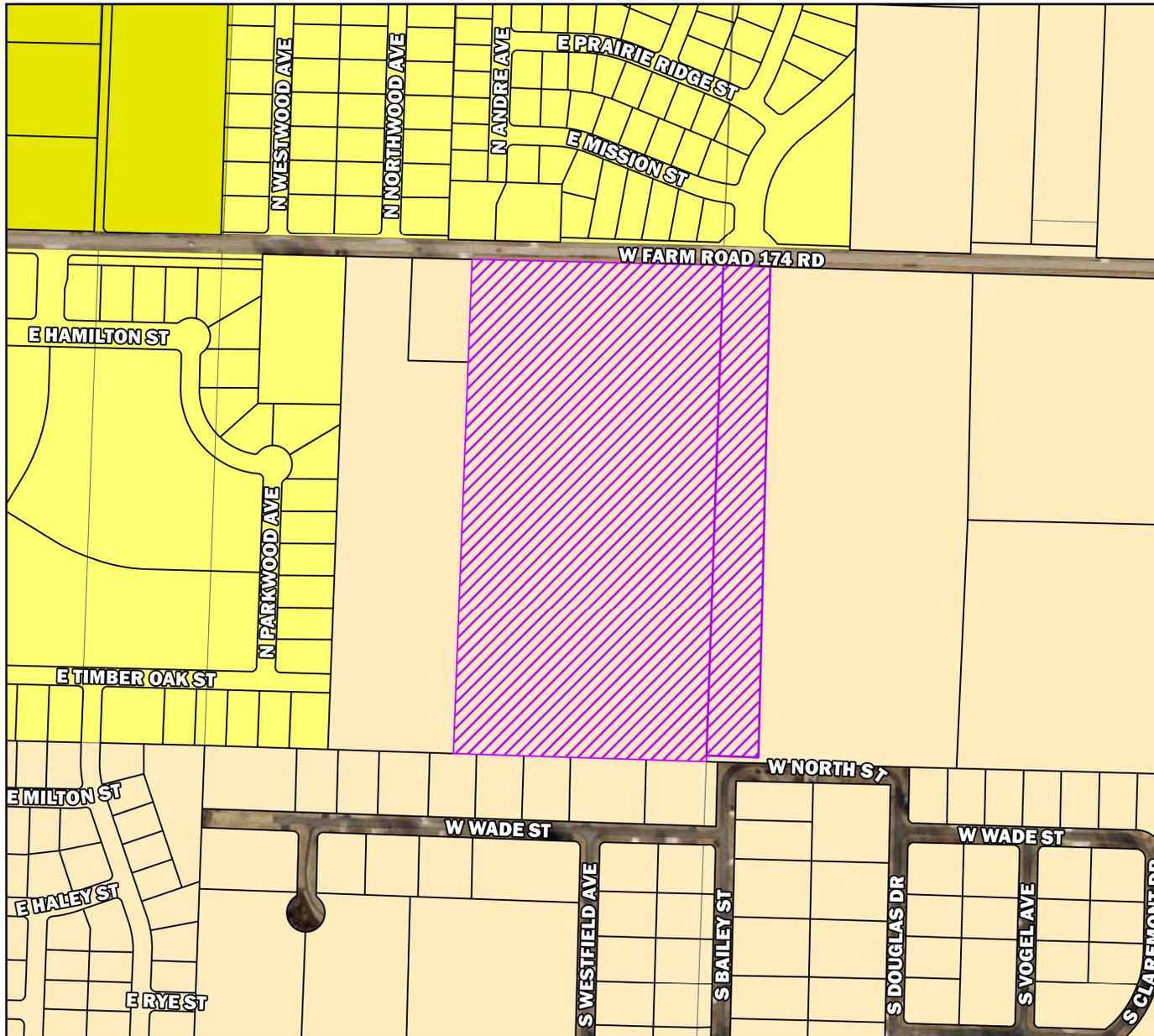
Parcel Owner: Rader Trust
 Parcel Address: 7500 Block of Hwy 174

Item # 7. Agricultural (AG)
 g: Single Family High Density Residential (R1-H)
 Future Land Use Designation: Low Density Residential



REZN 20-003: Rader Trust

Future Land Use Map

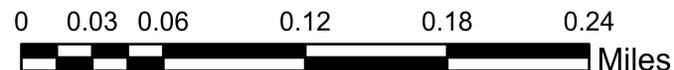


Legend

- Parcels
- ANX 20-002
- Future Land Use**
- Low Density Residential
- High Density Residential
- Med Density Residential
- Main Street District
- C-1
- C-2
- M-1
- M-2
- Park
- Planned Business Park
- Public Land Use
- School Land Use

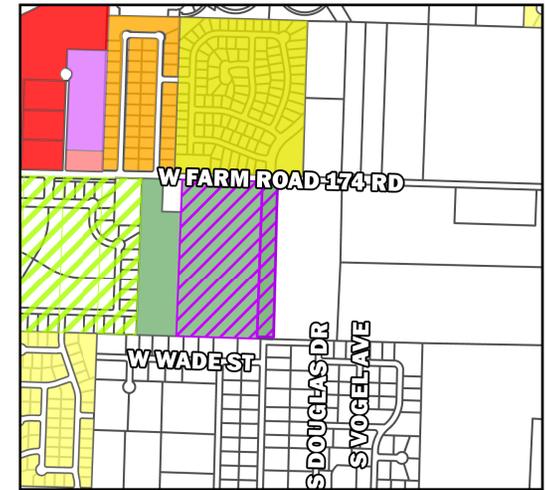
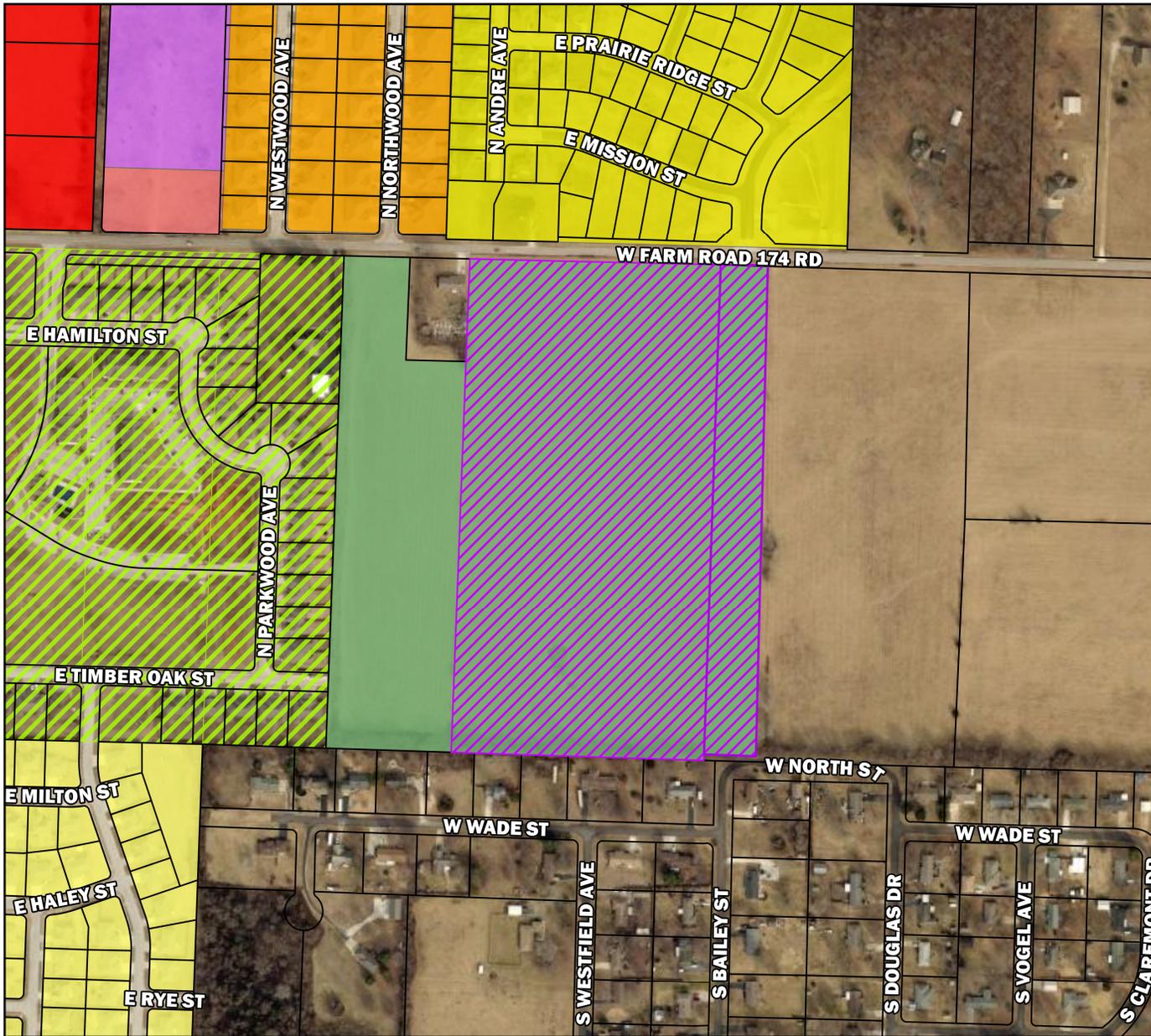
Parcel Owner: Rader Trust
 Parcel Address: 7500 Block of Hwy 174

Item # 7. Agricultural (AG)
 Original Future Land Use Designation: Single Family High Density Residential (R1-H)
 Future Land Use Designation: Low Density Residential



REZN 20-003: Rader Trust

Zoning Map



Legend

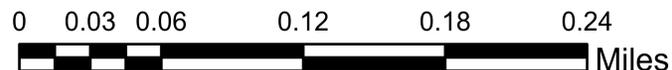
- Parcels
- ANX 20-002

Zoning

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

Parcel Owner: Rader Trust
 Parcel Address: 7500 Block of Hwy 174

Item # 7. Agricultural (AG)
 Current Zoning: Single Family High Density Residential (R1-H)
 Future Land Use Designation: Low Density Residential



Section 405.100. "R1-H" High Density Single-Family Residential District. [CC 1999 §26-18]

- A. *Purposes.* The intent of the "R1-H" High Density Single-Family Residential District is designed for seven thousand (7,000) square foot single-family detached residential uses at higher densities of approximately six (6) dwelling units per acre. Internal stability, harmony, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and by consideration of the proper functional relationship and arrangement of the different uses permitted in this district. This district is intended for areas that have access for vehicular traffic from collector or higher classification streets without crossing minor streets in adjoining neighborhoods.
- B. *Uses Permitted.*
1. Model homes in accordance with Section 410.190.
 2. Single-family dwellings.
 3. Accessory buildings customary, incidental and subordinate to the main building.
 4. Churches or other places of worship, including parish houses and Sunday Schools, but excluding overnight shelters and temporary outdoor revivals, on a minimum of two (2) acres of land, to provide sufficient land area for off-street parking, bufferyards and proper site design to lessen impact on adjoining residential neighborhoods. The requirements of Article VI and X regarding parking, loading, landscaping, and open space shall be required.
 5. Home occupations in accordance with Section 405.630.
 6. Public school, elementary and high, and educational institutions having a curriculum the same as ordinarily given in public schools, on a minimum of two (2) acres of land, to provide sufficient land area for off-street parking, bufferyards and proper site design to lessen impact on adjoining residential neighborhoods. The requirements of Article VI and X regarding parking, loading, landscaping, and open space shall be required.
 7. Golf courses and country clubs.
 8. Any use conforming at the time the district is mapped.

9. *Group homes.* The exterior appearance of the home and property shall be in reasonable conformance with the general neighborhood standards. No group home shall be located within two thousand five hundred (2,500) feet of another group home.
- C. *General Regulations.* Property and buildings in the "R1-H" District shall be subject to the following regulations:
1. *Street frontage.* Each lot shall have a clear, direct frontage on a dedicated City street.
 2. *Platting requirements.* Each dwelling shall be located on its own individual platted lot. If areas for common use of occupants of the development are shown on the plat, satisfactory arrangements shall be made for the maintenance of the common open space and facilities, whether in the form of a neighborhood association or public dedication. The plat shall indicate the easements and covenants appurtenant thereto.
 3. *Off-street parking.* As required by Article VI of this Chapter.
 4. *Accessory buildings and structures.* As required by Section 405.640 of this Chapter.
 5. *Trees.* There shall be a requirement of at least one (1) tree for each platted lot in order to enhance private space. The tree shall be of a variety that provides shade and screening and shall be at least six (6) feet in height at the time of planting.
- D. *Height And Area Regulations.* The height and area regulations shall be provided in accordance with the requirements set forth in Article V.



AGENDA ITEM ANALYSIS

Project/Issue Name: 20-22 An Ordinance of the City Council of the City of Republic, Missouri, Vacating a Water Line Easement on Lot 1 of the Old Stone PDD.

Submitted By: Community Development Department

Date: May 19, 2020

Issue Statement

Lester E. Cox Medical Centers (Cox Health) has applied for an Easement Vacation of the Water Line located on Lot 1, Old Stone Planned Development District (PDD), the future site of a Cox Clinic. The proposal also dedicates a new 15' Water Line Easement to accommodate the proposed building footprint.

Discussion and/or Analysis

Lester E. Cox Medical Centers (Cox Health) is requesting an Easement Vacation of the Water Line located on Lot 1, Old Stone PDD to accommodate the proposed building footprint; the proposed Replat dedicates a new 15' Water Line Easement on the Cox property.

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

Transportation: The proposal is not anticipated to have any impact on the City's transportation system.

Land Use: The proposal vacates the existing water line and dedicates the Water Line Easement in the revised location.

Municipal Utilities: The proposed revised location of the Water Line Easement aligns with the Water Line Easement located on the adjacent property (60 West).

Floodplain: The proposal is not anticipated to have any impact on areas of Floodplain.

Other Public Services: The proposal is not anticipated to have any impact on any other public services.

Recommended Action

The Community Development Department recommends approval of the requested Water Line Easement Vacation and the dedication of the new Water Line Easement.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,
VACATING A WATER LINE EASEMENT ON LOT 1 OF THE OLD STONE PDD**

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

WHEREAS, the Public Works Department has applied for a water line vacation on Lot 1 of the Old Stone PDD; and

WHEREAS, the water line easement has been deemed no longer needed by the City through the Director of Public Works; and

WHEREAS, the owners of the property subject the above water line easement are in agreement to vacate it; and

WHEREAS, the Planning and Development Staff did, thereafter, submit said application to the Planning and Zoning Commission which did set May 11, 2020, as the date a Public Hearing would be held on such application and proposed vacation of the above water line easement; and

WHEREAS, notice of the time and date of Public Hearing was given by publication on April 22, 2020, in *The Greene County Commonwealth*, a newspaper of general circulation in the City of Republic, such notice being at least 15 days before the date set for the Public Hearing; and

WHEREAS, the City gave notice of such Public Hearing to the record owners of all properties within the area of the proposed vacation of the water line easement and within 185 feet of the property proposed to be vacated; and

WHEREAS, a Public Hearing was conducted by the Planning and Zoning Commission on May 11, 2020, after which the Commission rendered written findings of fact on the proposed vacation of the above water line easement and thereafter, submitted the same, together with its recommendations, to the City Council; and

WHEREAS, the Planning and Zoning Commission, by a vote of 5 ayes to 0 nays, did recommend approving such application for the water line easement vacation; and

WHEREAS, the matter of the vacation of the water line easement was presented to the City Council for action and vote on May 19, 2020, for the first reading and on June 2, 2020, for a second reading at which time the City Council assessed and determined that no damages would be sustained by the owner of any property which fronts or abuts said waterline easement and that said waterline easement should be vacated.

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

- Section 1. The water line easement hereinabove described and further described in "Attachment 1" attached and incorporated herein, is hereby vacated, and the same shall revert to the owners of the adjacent lots in the same proportion as it was originally taken.

- Section 2. The Council hereby determines that the owners who own all of the property which fronts or abuts the waterline easement being vacated will benefit from the vacation of such easement and, therefore, the owners will sustain zero damages as a result of said vacation.
- Section 3. The City Clerk is hereby directed to record a certified copy of this Ordinance with the Recorder of Deeds for Greene County, Missouri.
- Section 4. The whereas clauses are hereby specifically incorporated herein by reference.
- Section 5. The provisions of this Ordinance are severable, and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 6. This Ordinance shall take effect and be in force from and after its passage as provided by law.

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

Jeff Ussery, Mayor

Attest:

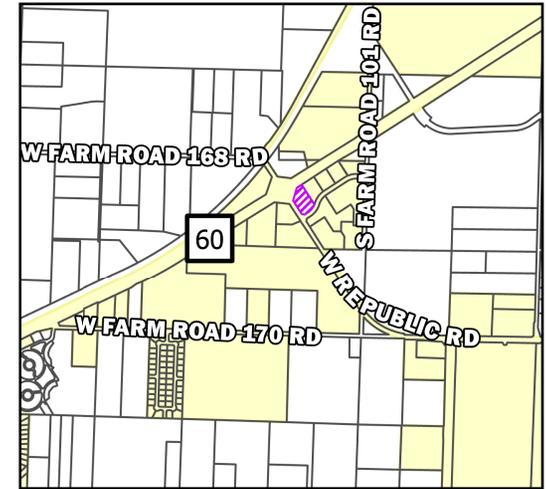
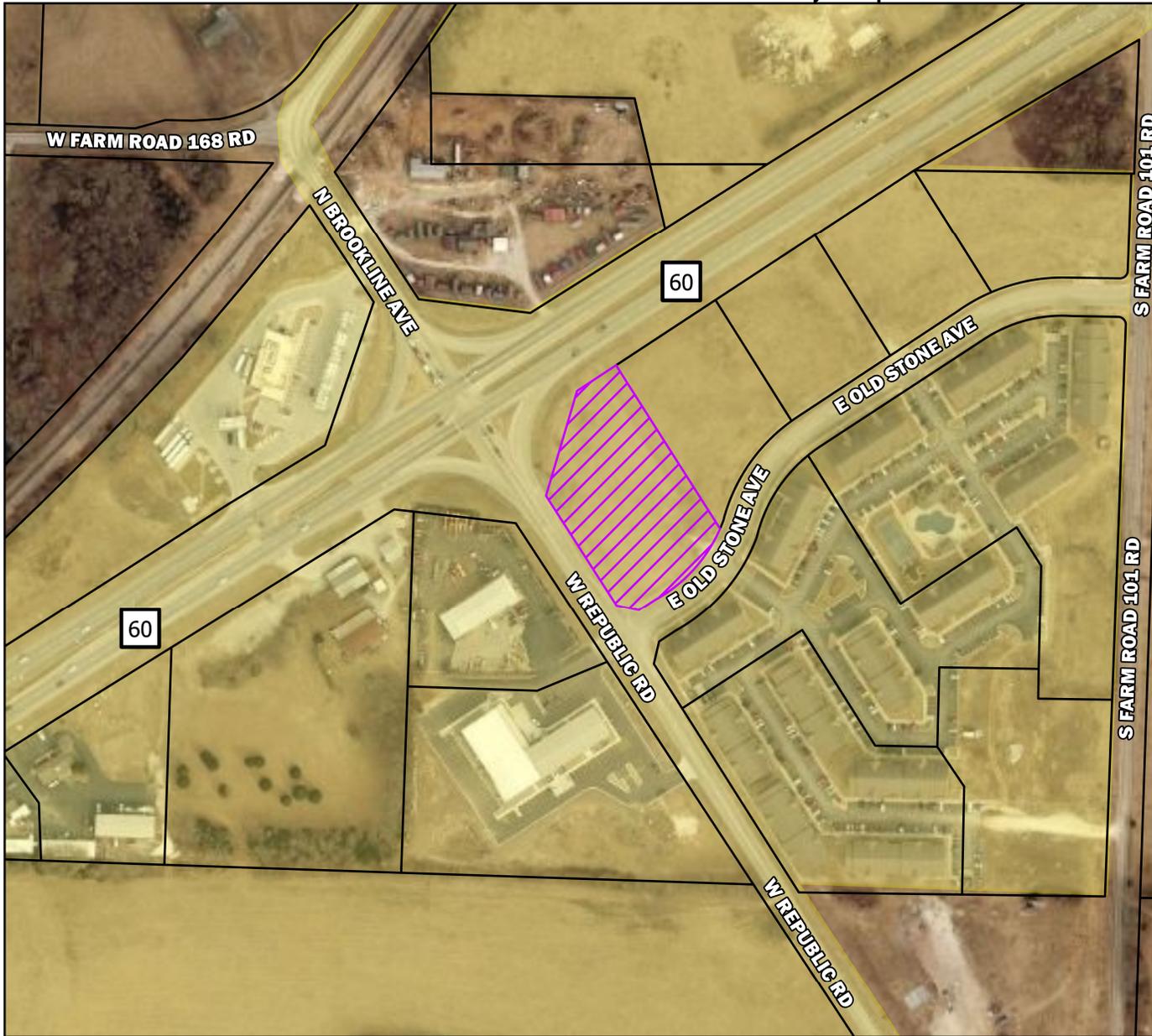
Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison
Date: 2020.05.13 13:51:00 -05'00', Scott Ison, City Attorney

Final Passage and Vote: _____

VACA 20-001: Cox Health Waterline Easement

Vicinity Map



Legend

-  VACA 20-001
-  Parcels
-  City Limits

Parcel Owner: Cox Health
Address: 3204 E Old Stone Ave
Item # 8.





AGENDA ITEM ANALYSIS

Project/Issue Name: 20-23 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into an Infrastructure Development Agreement with Turner Residential Holding, LLC for Infrastructure for Phase 1 of the A'vila Residential Subdivision.

Submitted By: Andrew Nelson, P.E., Community Development Department Director

Date: May 19, 2020

Issue Statement

Turner Residential Holding, LLC, wishes to enter into a Developer's Agreement for the deferred construction of a 10" water main and the construction of Talavera Avenue during construction of the infrastructure associated with Phase 1 of A'Vila.

Discussion and/or Analysis

The approved Preliminary Plat for A'Vila requires the extension of a 10" water main parallel to West Farm Road 170 and the construction of Talavera Avenue; the Developer is requesting deferment of both infrastructure improvements proportional to the number of lots in Phase 1 of the development .

The A'Vila Subdivision consists of 139 residential lots; Phase 1 consists of 27 lots, equaling 19.4% of the total development. The estimated cost of construction of the water main extension is \$87,000.00; the estimated cost of construction of Talavera Avenue is \$602,062.23.

The Developers Agreement financially secures 19.4% of the costs of construction of the water main extension and Talavera Avenue, \$16,878.00 and \$116,800.70 respectively for a period of four years. The developer must construct the required improvements or enter into a new Developers Agreement with the City prior to the issuance of any additional permits for subsequent phases of the development.

Recommended Action

Staff recommends approval of the Developers Agreement.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN INFRASTRUCTURE DEVELOPMENT AGREEMENT WITH TURNER RESIDENTIAL HOLDING, LLC FOR INFRASTRUCTURE FOR PHASE 1 OF THE A'VILA RESIDENTIAL SUBDIVISION

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

WHEREAS, Turner Residential Holding, LLC ("Developer") is the owner and developer of the land for the A'Vila residential subdivision located in the City; and

WHEREAS, Developer is in the process of developing the A'Vila residential subdivision for residential properties; and

WHEREAS, the preliminary plat for A'Vila requires that certain improvements be made; and

WHEREAS, the Developer wishes to defer certain improvements during Phase 1 of A'Vila by executing an Infrastructure Development Agreement ("Agreement") with the City; and

WHEREAS, the Agreement will allow Developer to defer the improvements, as outlined in the Agreement, shown on the preliminary plat during Phase 1 by providing the City with the proportional share of the cost for the improvements through a letter of credit or other surety all as outlined in the Agreement; and

WHEREAS, the Council finds this Agreement is in the best interest of the City as it will benefit the community through continued economic growth and development.

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

- Section 1. The City Administrator, or designee, on behalf of the City of Republic, is authorized to enter into an Infrastructure Development Agreement with Turner Residential Holding, LLC, said Agreement to be in substantially the same form as "Attachment 1."
- Section 2. The whereas clauses are hereby specifically incorporated herein by reference.
- Section 3. The provisions of this Ordinance are severable, and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 4. This Ordinance shall take effect and be in force from and after its passage as provided by law.

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

Jeff Ussery, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison
Date: 2020.05.13 15:27:17
-05'00' _____, Scott Ison, City Attorney

Final Passage and Vote: _____

INFRASTRUCTURE DEVELOPMENT AGREEMENT

THIS INFRASTRUCTURE DEVELOPER AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2020, by and between the City of Republic Missouri (“City”) and Turner Residential **Holding**, LLC, (“Developer”). Collectively, City and Turner are referred to as the “Parties” in this Agreement.

WITNESSETH:

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

WHEREAS, Developer is a Missouri Limited Liability Company, and

WHEREAS, Developer is currently the owner of real property in the City of Republic commonly located at the at 7012 West Farm Road 170 and comprising approximately 48.5 acres, legally described in Exhibit A attached hereto and incorporated by reference into this Agreement, (“Property”), and is in the process of developing a residential subdivision on the Property, and

WHEREAS, in Ordinance 18-31, passed by Council on June 26, 2018, Developer’s Property was rezoned from Agricultural (AG) to High Density Single Family Residential (R1-H); and

WHEREAS, in Resolution 19-R-10, passed by Council on April 16, 2019, Developer’s Preliminary Plat for the Property known as the A’Vila Residential Subdivision (A’Vila)¹ consisting of approximately 139 lots was approved; and

WHEREAS, Developer has indicated its desire to phase the development of A’Vila by submitting Phase 1 of A’Vila to the City which consists of approximately 27 lots, described in Exhibit B attached hereto and incorporated by reference into this Agreement; and

WHEREAS, as indicated by the Preliminary Plat for A’Vila, and required under City Ordinances and the Transportation Plan, certain improvements must be completed upon the Property; and

WHEREAS, Developer has requested the City defer the required infrastructure construction by Developer of Talavera Avenue and a 10” water main extension along the northern property line adjacent to West Farm Road 170 from the western to the eastern boundary of the Property during Phase 1 of A’Vila, described in Exhibit C attached hereto and incorporated by reference into this Agreement (“Deferred Infrastructure”); and

¹ The Developer has indicated its intention to rename the subdivision from A’Vila to Oak Hills. For continuity with prior Ordinances and Resolutions, this Agreement will continue to use the name A’Vila for the subdivision.

WHEREAS, the City has agreed to allow Developer to defer the above-mentioned Talavera Avenue and 10” water line infrastructure construction during Phase 1 of Avila subject to the terms contained in this Agreement and approval by Council.

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

1. Ability to Contract: Developer warrants that it has the ownership interest in the Property required to enter into this Agreement and fulfill the terms contained herein.
2. Infrastructure:
 - a. Developer agrees all required infrastructure for the Property as required under City Ordinances, Rules and Regulations, the Transportation Plan, and shown the Preliminary Plat must be completed before any final plat is issued by the City unless modified by this Agreement or any subsequent Agreement.
 - b. City agrees to defer, during Phase 1 only of A’Vila, the requirement for Developer to construct the infrastructure of Talavera Avenue and a 10” water main extension along the northern property line adjacent to West Farm Road 170 from the western to the eastern boundary of the Property, described in Exhibit C subject to the terms of this Agreement.
 - c. Developer agrees this deferral of infrastructure in Paragraph 2(b) is only a deferral and not a waiver of the construction during Phase 1 subject to this Agreement. All required infrastructure of A’Vila still must be completed by Developer for A’Vila.
 - d. Nothing in this Agreement shall be construed as requiring the City to construct or pay for any of the Delayed Infrastructure or any infrastructure on the Property.
 - e. With the understanding between the Parties the infrastructure in Paragraph 2(b) is just a deferral of Developer’s requirement to construct the Delayed Infrastructure during Phase 1 of A’Vila, the Parties agree the proportional share of the cost of the Deferred Infrastructure in Paragraph 2(b) shall be determined and as follows:
 - i. The A’Vila subdivision, as shown on the Preliminary Plat, will consist of 139 lots. Phase 1 of A’Vila, as shown in Exhibit B, will consist of 27 lots. Therefore, the proportional share of lots in Phase 1 will be 19.4% of the total lots of A’Vila as contained in the Preliminary Plat.
 - ii. Based upon data currently available and the estimated cost to construct the improvements at the time this Agreement is executed for the construction of Talavera Avenue adjacent to the east property line, running from northern to southern property lines is \$602,062.23. Therefore, 19.4% of this deferred infrastructure would be \$116,800.70.
 - iii. Based upon data currently available and the estimated cost to construct the improvements at the time this Agreement is executed for the construction of the 10” water main extension along northern property line/adjacent to West Farm Road 170 ROW, from western to eastern boundary of Property

is \$87,000.00. Therefore, 19.4% of this deferred infrastructure would be \$16,878.00.

- iv. The Parties agree the above costs are just estimated to determine the proportional cost of the improvements under this Agreement and do not bind either Party to those costs for the final construction of the Deferred Infrastructure in Paragraph 2(b) or any future agreements.
 - f. Developer agrees to secure through a letter of credit or other acceptable security (“Surety”) as approved by the City and as payable to the City, the proportional amounts of the Deferred Infrastructure contained in Paragraph 2(d), that being \$116,800.70 for Talavera Avenue and \$16,878.00 for the water main extension to be held by the City as security for the construction of these Delayed Improvements before any permits are issued for A’Vila.
 - g. The Surety shall be valid for a minimum period of four years with an additional redemption period of six months for the City to initiate, if necessary, the collection on the Surety.
 - h. Once the Deferred Infrastructure secured by this Agreement are completed in their entirety as determined by the City, not just the proportional share, and accepted by the City after inspection, the Surety shall be returned to Developer.
 - i. Should Developer fail to complete all the Deferred Infrastructure secured by this Agreement, not just the proportional share, within four years after the date of execution of this Agreement, the City shall have, at its sole decision the option to either:
 - i. Pursuant to an amended agreement, extend the Surety on a year-by-year basis to allow for the completion of the Deferred Infrastructure subject to this Agreement; or
 - ii. Return the Surety to the Developer. At no time will the City return the Surety to anyone other than the Developer; or
 - iii. Collect the full amount of the Surety for use by the City. Should the City elect to collect the full amount the Surety, the City shall be allowed to utilize the funds from the Surety to either complete the Deferred Infrastructure on the Property or use the funds for other infrastructure improvements in the City or a combination thereof as determined by the City.
3. Easements: Developer agrees to execute any easements and/or rights-of-way reasonably required by City in order to perform the work contemplated by this Agreement and in order for City to provide future maintenance on said work on the Property after the work is completed. Said easements will be provided by Developer to City at no cost and shall be made before the City commences work under this Agreement. City and Developer agree that City may need further easements and/or rights-of-way that allow for the extension of the Public Improvements contained in this Agreement. City and Developer agree to

negotiate in good faith to allow City to acquire further easements from Developer to extend the Public Improvements to adjoining properties in the future.

4. Conflict of Interest: No salaried officer or employee of the City, and no member of the City Council, shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
5. Entire Agreement: This Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements. This Agreement may not be modified or amended other than in writing as agreed to by the Parties.
6. Default by Developer and Termination: If through any cause, the Developer shall fail to fulfill in timely and proper manner Developer's obligations under this Agreement, become insolvent, or if Developer shall violate any of the covenants, agreements or stipulations of this Agreement, the City shall deliver written notice of the same to Developer and if such failure or violation is not cured within ten days thereafter (or such longer period of time as is reasonably necessary so long as Developer begins to cure such failure or violation within such ten-day period and thereafter diligently pursues the same to completion), the City shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If City elects to terminate under this provision, the City shall have to collect on the Surety as contained in Paragraph 2(i) even if the four-years have not occurred as contained in the Paragraph.
7. Default by City and Termination: If through any cause the City shall fail to fulfill in timely and proper manner City's obligations under this Agreement, become insolvent, or if City shall violate any of the covenants, agreements or stipulations of this Agreement, the Developer shall deliver written notice of the same to City and if such failure or violation is not cured within ten days thereafter (or such longer period of time as is reasonably necessary so long as City begins to cure such failure or violation within such ten-day period and thereafter diligently pursues the same to completion), the Developer shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If Developer elects to terminate under this provision, Developer shall be responsible to City for all of actual costs in the completion of the Delayed Improvements. Termination of this Agreement shall be the sole remedy for any default by City under this Agreement.
8. 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.
9. Dispute: In the event that the City is the prevailing Party in any litigation arising out of or relating to this Agreement, the City shall be entitled to all reasonable attorneys' fees and expenses incurred.

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 Developer's 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 Infrastructure 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. In addition to facsimile or scanned and emailed 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 either 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 either 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 City's defenses with regard to 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. Funds Deposit: Developer agrees that any funds remitted to City under this Agreement may be comingled by the City with other funds deposited by the City from other sources. Further, any funds remitted by the District will gain no interest and the City shall determine where said funds are to be deposited.
20. Contingent Upon Funds and Approval: This Agreement is contingent upon the City having sufficient funds available for the subject of this Agreement. Developer shall have no right of action against City in the event City is unable to perform its obligations under this Agreement as a result of insufficient funds. Further, this Agreement is subject to and conditioned upon approval by ordinance by the City Council.
21. Contract Documents: The Agreement shall consist of the following:
 - a. This Agreement;
 - b. Exhibit A – Legal description;
 - c. Exhibit B – A’Vila Phase 1;
 - d. Exhibit C – Delayed infrastructure secured.
22. Notices: Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

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

to Developer: Turner Residential Holding, LLC
 ATTN: Shawn Turner
 328 South Ave
 Springfield, MO 65806

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

DEVELOPER/OWNER

Turner Residential Holding, LLC

(Signature)

(Printed Name)

(Title)

STATE OF MISSOURI)
)ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me personally appeared _____ (name), to me personally known, who being duly sworn, did say that he/she is the _____ (title) of Turner Residential Holding, LLC, and that the said instrument was signed on behalf of said corporation by authority of its board of directors, and _____ (name) acknowledged said instrument to be the free act and deed of said corporation, and that said corporation has no corporate seal.

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

Notary Public

Print Name

My Commission expires: _____

(Notary Seal)

CITY OF REPUBLIC

David Cameron, City Administrator

Attest: Laura Burbridge, City Clerk

Approved as to Form:

Scott Ison, City Attorney

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Exhibit A

SOURCE OF DESCRIPTION: BOOK 2004 AT PAGE 057458-04. AND BOOK 2010 AT PAGE 044604-10

TRACT A:

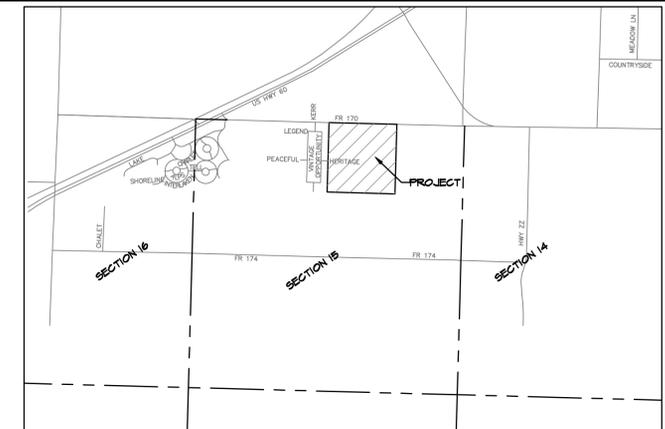
THAT CERTAIN PARCEL OR TRACT OF LAND BEING A PART OF THE NORTHEAST QUARTER (NE1/4) IN SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST, IN GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF SAID NE1/4; THENCE N88°20'02"W, ALONG THE NORTH LINE OF SAID NE1/4 OF THE NE1/4, A DISTANCE OF 160.00 FEET TO AN IRON PIN SET AT THE NORTHWEST CORNER OF TRACT 2 AS DESCRIBED IN BOOK 2004 AT PAGE 057458-04 IN THE GREENE COUNTY RECORDER'S OFFICE; THENCE N88°20'02"W, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 920.55 FEET TO AN IRON PIN SET FOR A POINT OF BEGINNING; THENCE S01°54'17"W, A DISTANCE OF 1331.90 FEET TO AN IRON PIN SET ON THE SOUTH LINE OF SAID NE1/4 OF THE NE1/4; THENCE N88°18'57"W, ALONG SAID SOUTH LINE, A DISTANCE OF 254.05 FEET TO AN EXISTING IRON PIN AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF SAID NE1/4; THENCE N88°09'36"W, ALONG THE SOUTH LINE OF SAID NW1/4 OF THE NE1/4, A DISTANCE OF 1334.60 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF SAID NW1/4 OF THE NE1/4, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 17 IN OLDE TOWN AT THE KERR PLACE, A RECORDED SUBDIVISION IN GREENE COUNTY, MISSOURI; THENCE N01°52'42"E, ALONG THE WEST LINE OF SAID NW1/4 OF THE NE1/4, ALSO BEING THE EAST LINE OF SAID OLDE TOWN AT THE KERR PLACE, A DISTANCE OF 1327.77 FEET TO AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF SAID NW1/4 OF THE NE1/4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID OLDE TOWN AT THE KERR PLACE; THENCE S88°20'02"E, ALONG THE NORTH LINE OF SAID NW1/4 OF THE NE1/4 AND THE NORTH LINE OF SAID NE1/4 OF THE NE1/4, A DISTANCE OF 1589.28 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 48.5195 ACRES (MORE OR LESS) AND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.

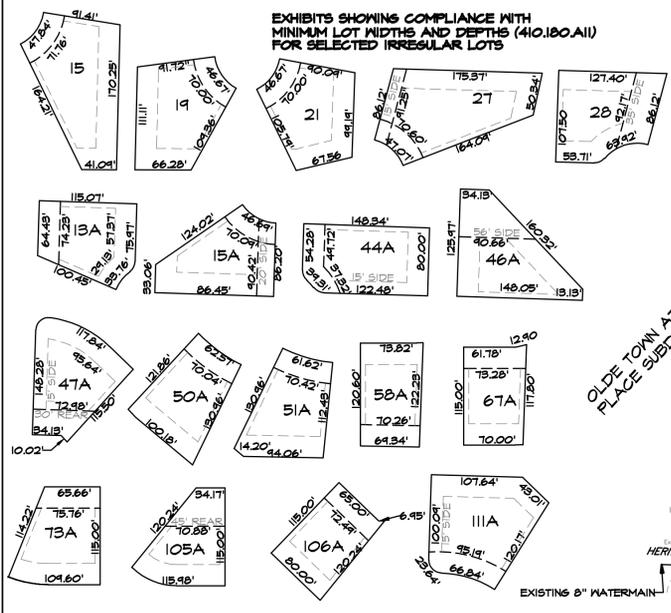
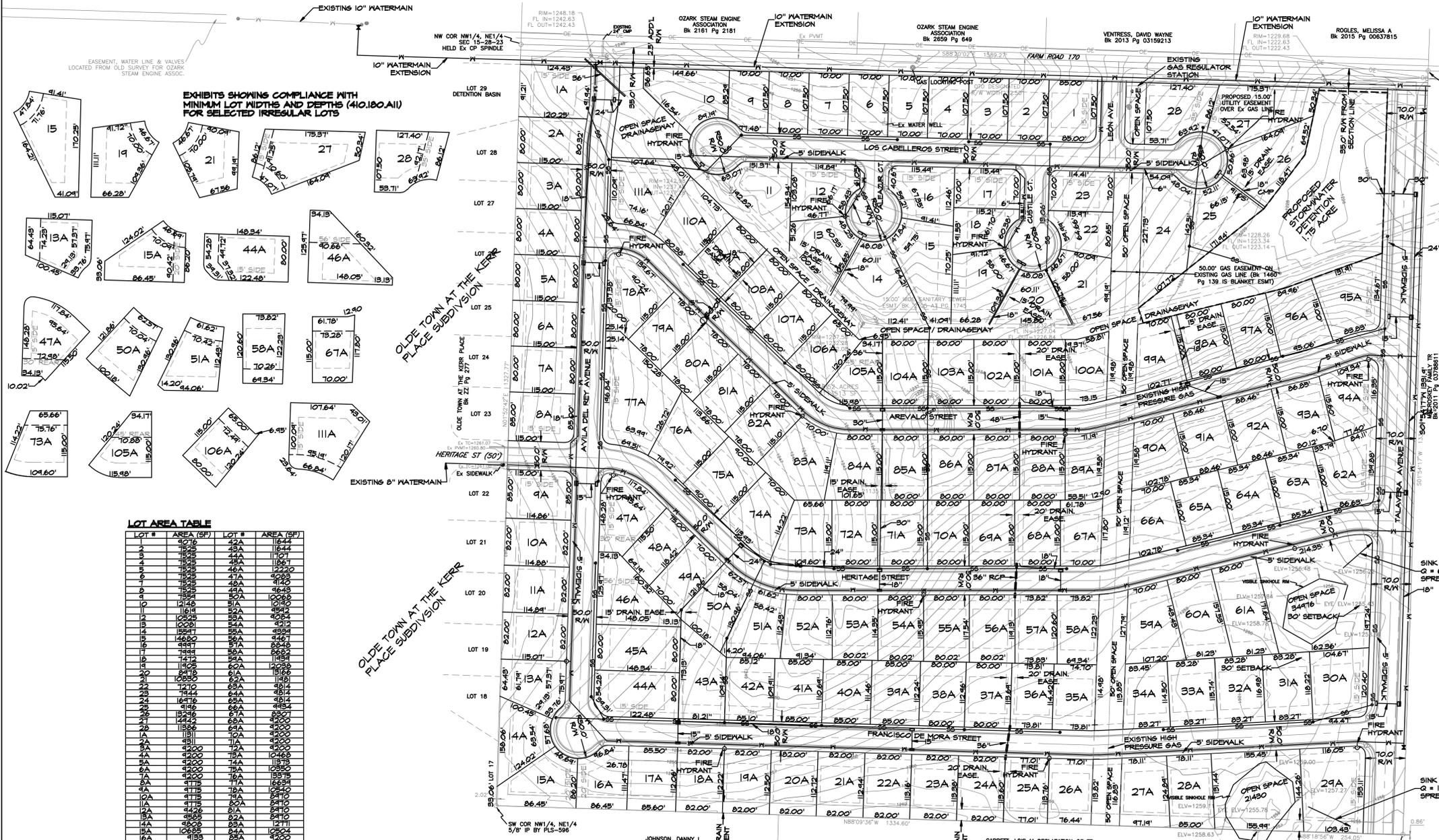
CURRENT ZONING
HIGH-DENSITY SINGLE FAMILY RESIDENTIAL (RI-H).
LOT ANALYSIS:
111 LOTS 8,000 SF MINIMUM
28 LOTS 1,000 SF MINIMUM
GROSS AREA: 47.44 ACRES
GROSS DENSITY: 2.93 DU / ACRE

PRELIMINARY PLAT OF A VILA A RESIDENTIAL SUBDIVISION IN REPUBLIC, MISSOURI

OWNER/DEVELOPER
TURNER RESIDENTIAL HOLDING, INC.
5184 S. NETTLETON AVE
SPRINGFIELD, MO 65810
SHAWN TURNER, PRESIDENT
PHONE: (417) 860-6674



LOCATION MAP
TOWNSHIP 28 NORTH, RANGE 23 WEST
SCALE 1"=200'



DESCRIPTION OF DEVELOPMENT:
TRACT A: THAT CERTAIN PARCEL OR TRACT OF LAND BEING A PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST, IN GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF SAID NE1/4; A DISTANCE OF 160.00 FEET TO AN IRON PIN SET AT THE NORTHWEST CORNER OF TRACT 2 AS DESCRIBED IN BOOK 2004 AT PAGE 057458-04 IN THE GREENE COUNTY RECORDER'S OFFICE; THENCE N88°20'02"W, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 920.55 FEET TO AN IRON PIN SET FOR A POINT OF BEGINNING; THENCE S01°54'17"W, A DISTANCE OF 1331.90 FEET TO AN IRON PIN SET ON THE SOUTH LINE OF SAID NE1/4 OF THE NE1/4; THENCE N88°18'57"W, ALONG SAID SOUTH LINE, A DISTANCE OF 254.05 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF SAID NW1/4 OF THE NE1/4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF SAID NE1/4; THENCE N88°09'36"W, ALONG THE SOUTH LINE OF SAID NW1/4 OF THE NE1/4, A DISTANCE OF 1334.60 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF SAID NW1/4 OF THE NE1/4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID OLDE TOWN AT THE KERR PLACE; THENCE S88°20'02"E, ALONG THE NORTH LINE OF SAID NW1/4 OF THE NE1/4 AND THE NORTH LINE OF SAID NE1/4 OF THE NE1/4, A DISTANCE OF 1327.77 FEET TO AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF SAID NW1/4 OF THE NE1/4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID OLDE TOWN AT THE KERR PLACE; THENCE S88°20'02"E, ALONG THE NORTH LINE OF SAID NW1/4 OF THE NE1/4 AND THE NORTH LINE OF SAID NE1/4 OF THE NE1/4, A DISTANCE OF 1589.26 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 48.5185 ACRES (MORE OR LESS) AND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.

LOT AREA TABLE

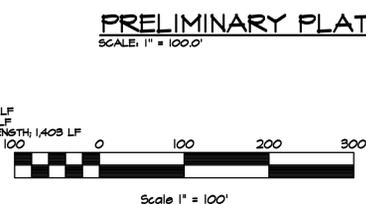
LOT #	AREA (SQ FT)	LOT #	AREA (SQ FT)
1A	4000	51A	4000
2A	4000	52A	4000
3A	4000	53A	4000
4A	4000	54A	4000
5A	4000	55A	4000
6A	4000	56A	4000
7A	4000	57A	4000
8A	4000	58A	4000
9A	4000	59A	4000
10A	4000	60A	4000
11A	4000	61A	4000
12A	4000	62A	4000
13A	4000	63A	4000
14A	4000	64A	4000
15A	4000	65A	4000
16A	4000	66A	4000
17A	4000	67A	4000
18A	4000	68A	4000
19A	4000	69A	4000
20A	4000	70A	4000
21A	4000	71A	4000
22A	4000	72A	4000
23A	4000	73A	4000
24A	4000	74A	4000
25A	4000	75A	4000
26A	4000	76A	4000
27A	4000	77A	4000
28A	4000	78A	4000
29A	4000	79A	4000
30A	4000	80A	4000
31A	4000	81A	4000
32A	4000	82A	4000
33A	4000	83A	4000
34A	4000	84A	4000
35A	4000	85A	4000
36A	4000	86A	4000
37A	4000	87A	4000
38A	4000	88A	4000
39A	4000	89A	4000
40A	4000	90A	4000
41A	4000	91A	4000
42A	4000	92A	4000
43A	4000	93A	4000
44A	4000	94A	4000
45A	4000	95A	4000
46A	4000	96A	4000
47A	4000	97A	4000
48A	4000	98A	4000
49A	4000	99A	4000
50A	4000	100A	4000
51A	4000	101A	4000
52A	4000	102A	4000
53A	4000	103A	4000
54A	4000	104A	4000
55A	4000	105A	4000
56A	4000	106A	4000

CONSTRUCTION / PLATTING PHASING NOTE:
THE DEVELOPER REQUESTS THAT FLEXIBLE MULTI-PHASING OF THE DEVELOPMENT BE ALLOWED. FLEXIBLE MULTI-PHASING WOULD ALLOW THE RATE OF DEVELOPMENT TO RESPOND TO MARKET CONDITIONS. TO ACCOMPLISH THIS, THE DEVELOPER REQUESTS THAT THE SCOPE OF EACH PHASE BE SUBJECT TO THE REVIEW AND APPROVAL OF CITY STAFF AT THE BEGINNING OF THE INFRASTRUCTURE PLAN REVIEW. THIS METHOD WILL INSURE THAT THE INFRASTRUCTURE REQUIRED TO SUPPORT EACH PHASE OF THE DEVELOPMENT WILL BE CONSTRUCTED IN A LOGICAL SEQUENCE.

OPEN SPACE OWNERSHIP/MAINTENANCE NOTE:
ALL OPEN SPACE SHALL BE OWNED AND MAINTAINED BY A DULY AUTHORIZED HOME OWNERS' ASSOCIATION. SAID ASSOCIATION SHALL BE ESTABLISHED IN CONJUNCTION WITH THE PLATTING OF THE FIRST PHASE.

SETBACK NOTE:
FRONT YARD SETBACK: 25 FEET
SIDEYARD SETBACK: 6 FEET
REAR YARD SETBACK: 25 FEET
SIDE YARD AT INTERSECTION: 15 FEET
UNLESS NOTED OTHERWISE.

BLOCK NOTE:
AREVALO STREET BLOCK LENGTH: 1306 LF
HERITAGE STREET BLOCK LENGTH: 1472 LF
FRANCISCO DE MORA STREET BLOCK LENGTH: 1408 LF



CONTOUR NOTE:
EXISTING CONTOURS ARE 1' INTERVALS.

WATERMAIN NOTE:
ALL WATERMAINS ARE 8" IN DIAMETER, UNLESS NOTED OTHERWISE.

SANITARY SEWER NOTE:
ALL SANITARY SEWER PIPING SHOWN IS 8" IN DIAMETER. ALL MANHOLES ARE STANDARD 4' DIAMETER.

STREET WIDTH NOTE:
STREET WIDTHS MEASURED FROM BACK OF CURB TO BACK OF CURB ARE AS FOLLOWS:
MEADOW STREET: 52 FEET
HERITAGE STREET: 52 FEET
STONE STREET: 52 FEET
LEGEND STREET: 52 FEET
AVILA AVE: 52 FEET
LEXINGTON AVE: 52 FEET
FRANKLIN AVE: 52 FEET
CUL-DE-SAC: 80 FEET DIAMETER

SINK HOLE RUNOFF DISCHARGE
Q = 6.34 CFS, DEPTH = 0.14'
SPREAD = 25.5', SLOPE = 4.47%

SINK HOLE RUNOFF DISCHARGE
Q = 6.34 CFS, DEPTH = 0.14'
SPREAD = 24.5', SLOPE = 6.52%

GRID NORTH
NOTE: ALL BEARINGS ARE BASED ON MO COORDINATE SYSTEM OF 1983 CENTRAL ZONE

ELEVATIONS
NOTE: ALL ELEVATIONS ARE BASED ON BENCHMARK E 344 BEING: 1269.76'

LEGEND
△ - CALCULATED POINT
○ - FOUND EXISTING IRON PIN.
□ - FOUND EXISTING STONE AS NOTED.
■ - SET PERMANENT MONUMENT.
N - NORTH S - SOUTH E - EAST W - WEST
BSL - BUILDING SETBACK LINE DRAIN - DRAINAGE
U&D - UTILITY AND DRAINAGE ESMT - EASEMENT
U.E. - UTILITY EASEMENT

Vandersluis Engineering Inc.
P.O. Box 10565
Springfield, MO 65808
Phone: 417-869-4141

MO. CERT OF AUTHORITY: E-1536-D

**A VILA
A RESIDENTIAL SUBDIVISION
PRELIMINARY PLAT**

SURVEY BY: MACKAY
DESIGN BY: RGH
HOR. NOTED
DRAWN BY: RGH
VERT. NOTED
CHECKED BY: RGH
DATE: 01/18/19
SCALE: P. PLAT
SHEET 1 OF 1 SHEETS
FILE NO. Page 66



AGENDA ITEM ANALYSIS

Project/Issue Name: 20-R-10 A Resolution of the City Council of the City of Republic, Missouri, Approving the Amendment to Articles of Incorporation of a Nonprofit Corporation for Ozarks Transportation Organization.

Submitted By: David Cameron, City Administrator

Date: May 19, 2020

Issue Statement

This amendment would allow all members of the Ozarks Transportation Organization to receive assets in proportion to the amount of dues paid in the event of dissolution of the organization.

Discussion and/or Analysis

The current Articles of Incorporation were written in 2008 at a time when the City of Springfield was the only member of the organization. As written, if the organization were to dissolve, the City of Springfield would receive all assets of the Ozarks Transportation Organization. The Ozarks Transportation Organization's attorney discovered this discrepancy while reviewing the Bylaws and this amendment is not an indication of any anticipated dissolution of the Organization.

The Board of Directors approved this amendment at their last meeting and a resolution from each member is necessary to file with the amended Articles of Incorporation to the Missouri Secretary of State.

Recommended Action

Staff recommends approval of 20-R-10.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,
APPROVING AN AMENDMENT TO THE ARTICLES OF INCORPORATION OF THE
OZARKS TRANSPORTATION ORGANIZATION**

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 Ozarks Transportation Organization ("OTO"), a Missouri nonprofit corporation, is the Metropolitan Planning Organization for the region of southwest Missouri that includes the City, as mandated by the Federal Aid Highway Act of 1962, as amended, the Urban Mass Transportation Act of 1964, as amended, the Airport and Airway Development Act of 1970 and other subsequent laws setting forth requirements for transportation planning for all modes of travel; and

WHEREAS, the City is a member of the OTO; and

WHEREAS, the Articles of Incorporation of the OTO were dated and filed with the Missouri Secretary of State on April 23, 2008, ("Articles"); and

WHEREAS, the Articles were filed at a time at which the City of Springfield was the only member of the OTO, and its Articles provided that, upon the Organization's dissolution, all of its assets would be distributed to the City of Springfield; and

WHEREAS, the Board of Directors ("Board") of the OTO has notified the City that it deems it advisable that ARTICLE VII of the Articles be amended in such a manner that upon the OTO's dissolution, its assets would be distributed among all of its dues-paying members, in proportion to the amount of dues paid in its most recent fiscal year; and

WHEREAS, pursuant to the applicable provisions under RSMo 355.561 of the Nonprofit Corporation Law of the State of Missouri, the Articles may be amended by the authorization of the OTO's Board and the majority vote of its members; and

WHEREAS, the Council finds the proposed amendment necessary and in the best interest of the City.

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

Section 1. The City does hereby vote in favor that the amendment to ARTICLE VII of the Articles be amended in such a manner that upon the OTO's dissolution, its assets would be distributed among all of its dues-paying members, in proportion to the amount of dues paid in its most recent fiscal year.

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.

RESOLUTION NO. 20-R-10

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 19th day of May 2020.

Jeff Ussery, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison
Date: 2020.05.13 15:02:16
-05'00' _____, Scott Ison, City Attorney

Final Passage and Vote: _____



AGENDA ITEM ANALYSIS

Project/Issue Name: 20-R-11 A Resolution of the City Council of the City of Republic, Missouri, Approving a Preliminary Plat for Olde Savannah, a Residential Subdivision Consisting of Approximately 24.48 Acres Located at the 6300 Block of South Farm Road 89.

Submitted By: Karen Haynes, Community Development Department

Date: May 19, 2020

Issue Statement

Steven McElhaney and Olde Savannah LLC have requested review and approval of a Preliminary Plat of approximately (24.48) acres, Olde Savannah, consisting of (81) residential lots, zoned High Density Single- Family Residential (R1-H), streets, and infrastructure.

Conformity with Preliminary Plat Review Criteria: Preliminary Plats are reviewed for their conformance with the following review criteria to ensure the development, in the proposed location:

- (1) Will not endanger the public health or safety;
- (2) Will not injure the value of adjoining property or abutting property;
- (3) Will be in conformity with the Comprehensive Plan, Transportation Plan, Zoning Code, Water System Master Plan, Wastewater System Facility Plan, or other plans officially adopted by the City Council; and
- (4) Will be in harmony with the area in which it is located

Preliminary Plats are reviewed by the City Planner and the City Engineer in conformance with the requirements of Chapter 410 of Republic's Municipal Code, the Comprehensive Plan, and all applicable City adopted codes and regulations.

Discussion and/or Analysis

The property subject to this Preliminary Plat Application is comprised of approximately (24.48) acres of land located at the 6300 Block of South Farm Road 89. The property is zoned High Density Single-Family Residential (R1-H), the property contains no structures and is used for agricultural purposes only.

The following paragraphs contain brief analyses of the application's conformity with the Preliminary Plat Review Criteria identified above.

Consistency with the Comprehensive Plan

The referenced Preliminary Plat contains (81) High Density Single-Family Residential (R1-H) lots with a minimum lot size of (7,000) and consists of streets, open space, and detention area. The Preliminary Plat of Olde Savannah contains lots with an average size of (8,890) square feet.



Transportation Plan

The Preliminary Plat proposes (1) new Local Street connection to South Farm Road 89, connection to New Madrid Street in The Lakes at Shuyler Ridge Subdivision, and (4) new connections to undeveloped properties to the north and south. The new public streets, internal to the subdivision, will include approximately (4,917) feet of street and sidewalk, which will be dedicated to the City during the Final Platting Process; deficient Right-of-Way (ROW) along South Farm Road 89 will be dedicated to the City during the Final Platting Process.

A Traffic Impact Study (TIS) was completed by the Applicant and reviewed by the City during Rezoning; the report indicated no major improvements were needed to the City's existing transportation system to accommodate the increase in traffic generated by the proposed development.

Water and Wastewater Master Plan

The referenced parcel is not currently connected to municipal utilities, development of the property will require connection to the City's water and sanitary sewer systems. The development will be served through a looped water main system with connections to an eight (8) inch water main located at the termination of New Madrid Street in The Lakes at Shuyler Ridge Subdivision and to a ten (10) inch water main located near the intersection of Hickory Street and South Farm Road 89. The development will connect to an existing eighteen (18) inch sewer main located on East New Madrid Street. The sanitary sewer system flows to the Shuyler Creek Lift Station before travelling through a force main to the Wastewater Treatment Facility. The water and sewer system currently have the capacity to serve the potential development.

Zoning Code

The Preliminary Plat of Olde Savannah has been platted for the construction of (81) single-family residential lots and associated infrastructure, including public streets and sidewalks, public water and sanitary sewer mains, and stormwater detention.

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

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

Stormwater: The Preliminary Plat contains a Stormwater Detention Area in the mid-eastern and northern portions of the property, designed to control the release of stormwater attributable from the development. The Plat contains a conceptual layout of the Detention Area; the area will be designed to mitigate existing conditions to reduce the amount of post-development flows to less than pre-development flows. The Stormwater Detention Area's outflow will flow onto adjacent property to the north; a Stormwater Report will be reviewed by the TRT during Infrastructure Design review. The Stormwater Detention Area and all open space/common area will be maintained by a Homeowner's Association.

Infrastructure Design: The design of the streets, sidewalks, water and sanitary sewer systems, and stormwater detention will be reviewed and permitted during the Infrastructure Permitting Process.

Recommended Action



Staff considers the **proposed Preliminary Plat in general conformity** with the requirements for Preliminary Plats and **is recommending approval of the application.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,
APPROVING A PRELIMINARY PLAT FOR OLDE SAVANNAH, A RESIDENTIAL
SUBDIVISION CONSISTING OF APPROXIMATELY 24.48 ACRES LOCATED AT THE
6300 BLOCK OF SOUTH FARM ROAD 89**

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

WHEREAS, the Planning and Zoning Commission and the City Council have adopted Subdivision Regulations governing the subdivision of land within the City; and

WHEREAS, the Planning and Zoning Commission and City Council have passed a Resolution adopting a Comprehensive Land Use Plan for the City; and

WHEREAS, the Planning and Zoning Commission and City Council have passed a Resolution adopting a Transportation Plan; and

WHEREAS, the Preliminary Plat for the Olde Savannah residential subdivision consisting of approximately 24.48 acres and located at the 6300 Block of South Farm Road 89 meets the requirements of the Ordinances of the City of Republic, the Subdivision Regulations, and conforms to the Land Use Plan and the Transportation Plan of the City; and

WHEREAS, the Planning and Zoning Commission by a vote of 5 Ayes to 0 Nays recommended the approval of the aforementioned Preliminary Plat to the City Council at its regular meeting on May 11, 2020.

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

- Section 1. The Preliminary Plat for the Olde Savannah subdivision, attached hereto as Exhibit A, shall serve as the guide to the development of the subdivision.
- Section 2. The Preliminary Plat substantially conforms with Chapter 410 of the City of Republic’s Municipal Code of Ordinances.
- Section 3. The whereas clauses are hereby specifically incorporated herein by reference.
- Section 4. This Resolution shall become effective on and after the date of passage and approval as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this 19th day of May 2020.

Jeff Ussery, Mayor

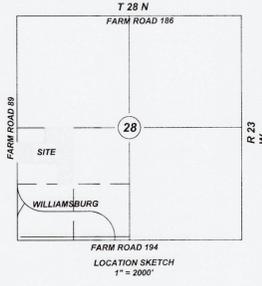
RESOLUTION NO. 20-R-11

Attest:

Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison
Date: 2020.05.13 09:51:51 -05'00', Scott Ison, City Attorney

Final Passage and Vote: _____



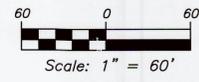
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	54.94	200.00	15.74	N78° 53' 58" W	54.77
C2	54.94	200.00	15.74	S78° 53' 58" E	54.77
C3	207.16	200.00	59.35	N63° 33' 22" E	198.03
C4	203.28	200.00	58.23	S62° 59' 58" W	194.64
C5	42.44	150.00	16.21	S11° 20' 06" W	42.29
C6	48.40	160.00	17.33	S10° 46' 26" W	48.21
C7	108.81	150.00	41.56	N65° 59' 19" W	106.44
C8	50.46	150.00	19.27	S83° 35' 36" W	50.22
C9	44.95	150.00	17.17	S82° 32' 25" W	44.78
C10	20.97	150.00	8.01	S2° 40' 42" E	20.95

PRELIMINARY PLAT
OLDE SAVANNAH
 PART OF THE NW 1/4 OF THE SW 1/4 OF
 SECTION 28, TOWNSHIP 28, RANGE 23
 GREENE COUNTY, MISSOURI

OWNER
 STEVEN GEORGE McELHANEY
 6204 S. FARM ROAD 89
 REPUBLIC MO 65738

DEVELOPER
 OLDE SAVANNAH LLC
 3800 S FREMONT AVE
 SPRINGFIELD MO 65804

**GRID NORTH MISSOURI STATE PLAN
 COORDINATE SYSTEM 1983: CENTRAL ZONE**
 STATION: GR-86
 N: 466387.5646
 E: 1365363.6960
 ELEV: 1204.40



PROPERTY DESCRIPTION

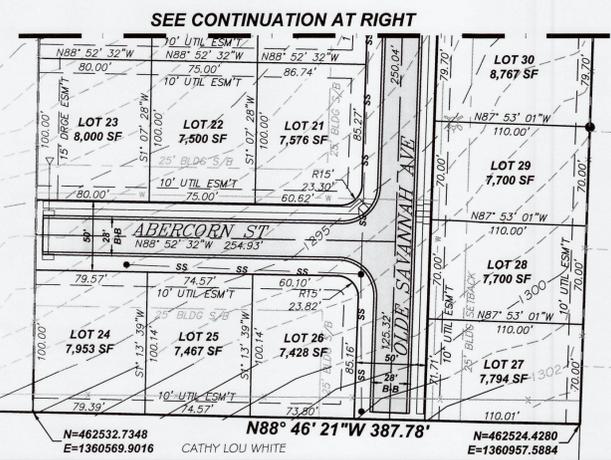
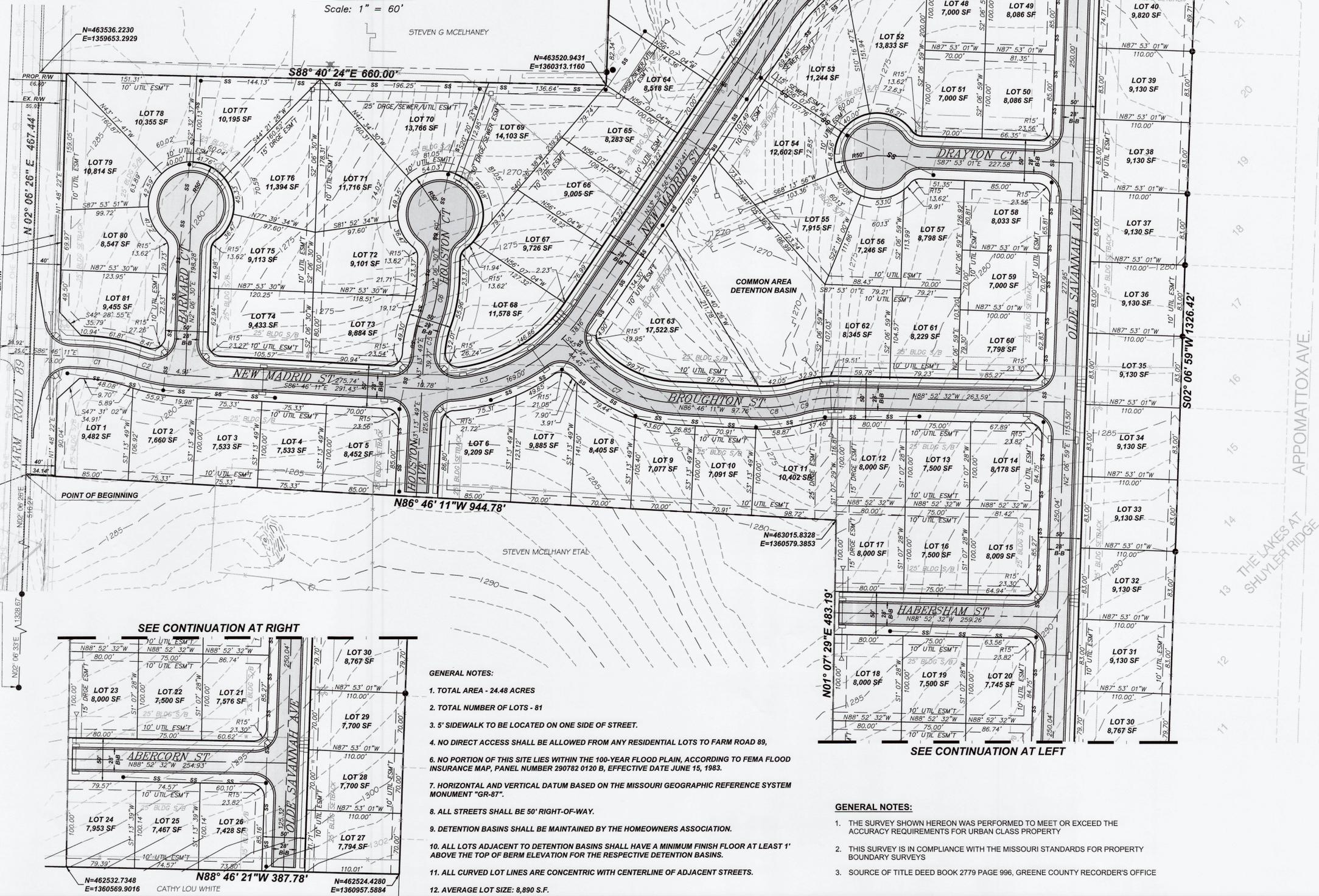
A TRACT OF LAND BEING A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 28 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 02°06'33" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1328.67 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 02°06'26" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 516.27 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°06'26" EAST, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 487.44 FEET; THENCE SOUTH 88°40'24" EAST, LEAVING SAID WEST LINE, A DISTANCE OF 660.00 FEET; THENCE NORTH 02°06'26" EAST, A DISTANCE OF 345.00 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 88°40'24" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 680.95 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 02°06'59" WEST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALSO BEING THE WEST LINE OF THE LAKES AT SHUYLER RIDGE, A SUBDIVISION RECORDED IN PLAT BOOK ZZ AT PAGE 279 GREENE COUNTY RECORDER'S OFFICE, A DISTANCE OF 1438.42 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 88°46'21" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 387.78 FEET; THENCE NORTH 01°07'29" EAST, LEAVING SAID SOUTH LINE, A DISTANCE OF 483.19 FEET; THENCE NORTH 86°46'11" WEST, A DISTANCE OF 944.79 FEET TO THE POINT OF BEGINNING, EXCEPTING ANY PART THEREOF TAKEN, DEEDED OR USED FOR ROAD PURPOSES.

SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD, EX. RW LINE PROP. RW LINE CONTAINING 1,066,470 SQ FT OR 24.48 ACRES EXCLUDING RIGHT OF WAY.

LEGEND

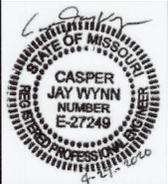
- IRON PIN SET CAPPED "LC 2007008003"
- EXISTING IRON PIN
- △ EXISTING RIGHT-OF-WAY MARKER MEASURED
- PLATTED
- DEEDED
- W WATER LINE
- GAS GAS LINE
- SAN SANITARY SEWER
- OHE OVERHEAD ELECTRIC LINE
- UGE UNDERGROUND ELECTRIC LINE
- COMM UNDERGROUND COMMUNICATION LINE
- FO FIBER-OPTIC CABLE
- CHAIN LINK FENCE
- WOOD PRIVACY FENCE
- BARBED WIRE FENCE
- ELECTRIC TRANSFORMER
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- WATER MANHOLE
- TELEPHONE PEDESTAL
- FIRE HYDRANT
- WATER VALVE
- GAS VALVE
- GAS METER
- POWER POLE
- ELECTRIC METER
- GUY ANCHOR
- PULL BOX
- 2 PED WATER METER
- GAS METER
- AIR CONDITIONER
- SIGN
- LIGHT POLE
- POST
- MAIL BOX
- TREE DECIDUOUS
- TREE EVERGREEN



- GENERAL NOTES:**
- TOTAL AREA - 24.48 ACRES
 - TOTAL NUMBER OF LOTS - 81
 - 5' SIDEWALK TO BE LOCATED ON ONE SIDE OF STREET.
 - NO DIRECT ACCESS SHALL BE ALLOWED FROM ANY RESIDENTIAL LOTS TO FARM ROAD 89.
 - NO PORTION OF THIS SITE LIES WITHIN THE 100-YEAR FLOOD PLAIN, ACCORDING TO FEMA FLOOD INSURANCE MAP, PANEL NUMBER 290782 0120 B, EFFECTIVE DATE JUNE 15, 1983.
 - HORIZONTAL AND VERTICAL DATUM BASED ON THE MISSOURI GEOGRAPHIC REFERENCE SYSTEM MONUMENT "GR-87".
 - ALL STREETS SHALL BE 50' RIGHT-OF-WAY.
 - DETENTION BASINS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - ALL LOTS ADJACENT TO DETENTION BASINS SHALL HAVE A MINIMUM FINISH FLOOR AT LEAST 1' ABOVE THE TOP OF BERM ELEVATION FOR THE RESPECTIVE DETENTION BASINS.
 - ALL CURVED LOT LINES ARE CONCENTRIC WITH CENTERLINE OF ADJACENT STREETS.
 - AVERAGE LOT SIZE: 8,890 S.F.

- GENERAL NOTES:**
- THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE ACCURACY REQUIREMENTS FOR URBAN CLASS PROPERTY
 - THIS SURVEY IS IN COMPLIANCE WITH THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS
 - SOURCE OF TITLE DEED BOOK 2779 PAGE 996, GREENE COUNTY RECORDER'S OFFICE

Prepared by:
CJW
 CJW Transportation Consultants, L.L.C.
 505 S. National
 Springfield, MO 65810
 Tel: 417.889.9499
 Fax: 417.889.9402
 www.CJW.com

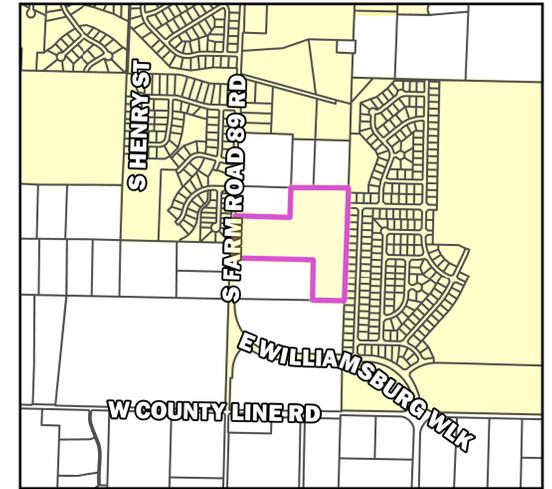


OLDE SAVANNAH
 PRELIMINARY PLAT
 REPUBLIC, MISSOURI

Date:	
No.:	Description:
SURVEY BY	CJW
DATE	04/15/20
DWG	19122 PP
DESIGN	CJW
DRAWN	CJW
CHECKED	CJW
SCALE HOR.	1"=60'
SCALE VERT.	N/A
PRELIMINARY PLAT	
SHEET NO.	01
CJW NO. 19122	OF 01

SUBD-PRE 20-002: Olde Savannah

Vicinity Map



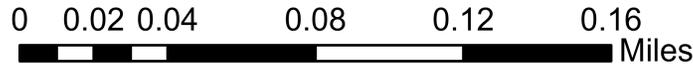
Legend

-  SUBD-PRE 20-002
-  Parcels
-  City Limits

Parcel Owner: Steven McElhany
Parcel Address: 6354 S Farm Rd 89

Item # 11. Acres
00004

Zoning: Single Family High Density Residential





AGENDA ITEM ANALYSIS

Project/Issue Name: 20-R-12 A Resolution of the City Council of the City of Republic, Missouri, Approving the Water and Wastewater Master Plans.

Submitted By: Andrew Nelson, Community Development Department Director

Date: May 19, 2020

Issue Statement

The staff and consulting engineer Burns and McDonnell have completed the final drafts of the Water and Wastewater Master Plans for council consideration and CIP planning.

Discussion and/or Analysis

The Water and Wastewater Master Plans address the 5- and 20-year planning periods for both utilities. Data for both utilities was collected over the last 1-2 years to accurately model and project growth demand and the corresponding capital improvements.

Specifically, for the Wastewater Master Plan, a plan to achieve compliance with MDNR is laid out that will fulfill the obligations of the Administrative Order that will likely be in affect by late 2020. This Administrative Order will require compliance with the NPDES permit within a very specific timeline.

Recommended Action

Staff recommends approval of the Resolution.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,
APPROVING THE WATER AND WASTEWATER MASTER PLANS**

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

WHEREAS, the City's existing master plan for the water and waste water system was developed in 1998; and

WHEREAS, in Resolution 18-R-11, the City retained the services of Burns & McDonnell for the development of the water and waste water master plans ("New Master Plans"); and

WHEREAS, the New Master Plans address the 5 and 20-year planning periods for the City's water and waste water system; and

WHEREAS, the Council deems it necessary to approve the New Master Plans for the future use, vision, goals, and overall development of the City's water and waste water systems.

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

- Section 1. The water and wastewater master plans, attached hereto as "Attachment 1" and incorporated herein, are approved by the City.
- 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 19th day of May 2020.

Jeff Ussery, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison
Date: 2020.05.13 15:54:13 -05'00', Scott Ison, City Attorney

Final Passage and Vote: _____



CITY OF REPUBLIC Water & Wastewater Master Plan

Executive Summary

Abstract

The following Executive summary provides a high-level overview of the master planning efforts for the water and wastewater utility. Including the needed capital improvements to facilitate growth and maintain compliance.

Andrew Nelson, P.E.
Community Development Director



Greetings,

I am pleased to present this executive summary for your consideration. The following document represents 1 ½ years of data collection and planning efforts by City Staff and our consulting engineer Burns & McDonnell. This planning effort provides the staff and the citizens of Republic a clear and precise approach to building and maintaining utilities that are compliant and facilitate the growth of the City.

The Republic Water system is overall in good condition. While we do have areas that suffer from restricted fire flows and aging infrastructure, the service itself is still compliant and acceptable. We are positioned well to take a proactive rather than reactive approach and make the necessary investments to replace these pieces of the system before they disrupt service to our customers. From a perspective the City's projected growth shows that additional wells will be necessary in the 20-year planning period, however this does not adversely affect our aquifer and the underground supply shows to be adequate to facilitate our growth. There are also some options to participate in a regional effort to obtain water supply from Stockton lake if it proves to be economical.

The Republic Wastewater system is in a little bit tougher position. Although we have expired large debt services from the original plant expansion 20 years ago, aging infrastructure and deferred maintenance have created a backlog of capital projects. Along with that, the City entered into a voluntary compliance agreement with Missouri Department of Natural resources that expires in 2021. This agreement was a voluntary effort to achieve system compliance, due to overflow discharges at the wastewater treatment plant from excess stormwater. With no major progress made to eliminate the bypass of the treatment process, the City will now be entering into and Administrative Order with MDNR that will dictate a strict timeline to regain compliance. This Order will require major capital investment to achieve compliance and will have strict penalties associated if this goal is not met. The good news is that our completed master plans are the first major step in this process and position the City well to meet the requirements of the Administrative order within the deadline.

The effort and investment into these master plans create a well-defined path for the City to provide the most efficient, compliant and cost-effective network of utilities for the citizens of Republic. Execution and implementation of these planning efforts will also prepare the City exciting new growth and development opportunities. The best is yet to come!

Sincerely,

Andrew D. Nelson, PE
Community Development Director
City of Republic



Table of Contents

Water Master Plan	2
1.1 Water Distribution System	2
1.2 Population and Water Demand Projections	2
1.3 Water Supply Planning.....	3
1.4 Short-Term Supply Planning	3
1.5 Long-Term Supply Planning	4
1.6 Water Master Planning	4
1.7 Hydraulic Model Development	4
1.8 Hydraulic Model Development	6
1.9 Year 2023 System Analysis.....	7
1.10 Year 2038 System Analysis.....	7
1.11 Capital Improvements Plan	8
1.12 Water Master Plan Conclusion	10
Wastewater Collections	11
2.1 Introduction	11
2.2 Existing Conditions Analysis	11
2.3 I&I Reduction Strategy.....	11
2.4 Population Growth.....	12
2.5 Capital Improvement Plan	12
Wastewater Treatment Plant.....	15
3.1 Scope of Assessment	15
3.2 Service Area Description.....	15
3.3 Capital Improvements	16
3.3.1 Headworks.....	16
3.3.2 Secondary Treatment.....	17
3.3.3 Tertiary Treatment (Filtration)	17
3.3.4 Disinfection	17
3.3.5 Solids Handling	18
3.3.6 Administrative Building	18
3.3.7 Probable Cost.....	19



Republic Master Plan Executive Summaries

Water Master Plan

1.1 Water Distribution System

The City's water distribution system consists of four wells, three elevated storage tanks, one ground storage tank and associated pump station that supply water to the water main network. The four supply wells (Well 3, Well 4, Well 5, and Well 6) pump water from the Ozark Aquifer into the distribution system. Well 5 pumps to a ground storage tank and is pumped into the distribution system with a separate pump station. There are three elevated storage tanks and one ground storage tank with a total volume of 2.1 MG. The water distribution, as modelled, totals approximately 120 miles of pipe ranging in diameter from 4-inches to 12-inches.

1.2 Population and Water Demand Projections

City staff provided population projections for years 2020, 2030, and 2040. The 5-year and 20-year population projections are interpolated for year 2023 and year 2038 and apply a water usage of 91 gpcd and 96 gpcd respectively for the demand projections. The escalation in water usage from 2023 to 2038 is a conservative approach to account for an aggressive population growth which is expected to double in the next 20 years. Customer classes include residential, commercial, city use, and industrial (representative of manufacturing and warehouse facilities). From 2015 to 2018 the residential and commercial classes represented approximately 70 percent and 20 percent, respectively, of the total customer sales, therefore a population-based water demand projection is applied in the master plan. The mix of customers during this period is also representative of the previous 15 years and water usage, in terms of gallons per-capita-day (gpcd), has been consistent ranging between 88 gpcd and 94 gpcd since 2007. The City also anticipates the addition of a large water user in the amount of 1.0 MGD occurring after 2023. A summary of the population and water demand projections (maximum day demand) is listed below:

- Year 2019: 14,958 people at 3.02 MGD.
- Year 2023: 22,110 people at 3.62 MGD; and
- Year 2038: 35,358 people at 7.11 MGD.

1.3 Water Supply Planning

Source water planning to meet short and long-term water demand projections using the firm capacity design concept is recommended and calculates the City’s water supply assuming the highest producing well is out of service. This approach provides additional supply resiliency for the City and help deliver water during periods of high demand, even if one well is out of service for cleaning or repairs. MDNR design guidelines for source water planning with groundwater systems requires the following for water supply capacity planning:

- Criteria 1: the total developed groundwater source capacity shall equal or exceed the design maximum day demand; and
- Criteria 2: all public water systems shall be capable of meeting design average day demand with the largest producing well out of service.

1.4 Short-Term Supply Planning

Based on the water demand projections through 2023, the capacity of the City’s existing water supply sources complies with the firm capacity concept and MDNR guidelines. As indicated previously, the City is planning for a new large water user needing approximately 1.0 MGD occurring in or after 2024, which will fall out of compliance with the firm capacity concept. Therefore, a new well should be implemented as average and maximum day demands approach 3.1 MGD and 4.9 MGD, respectively. Similarly, as average and maximum day demands approach 4.4 MGD and 7.1 MGD respectively another well should be added. The short-term supply planning using the firm capacity concept is summarized in Table 1-1 below:

Table 1-1: 20-Year Water Supply Planning

Year	Demands (MGD)			Supply (MGD)		Recommended Action
	Large User	Average Day	Maximum Day	Firm Capacity	Total Capacity	
2019	0.0	1.7	3.0	2.8	4.3	none
2020	0.0	1.8	3.2	2.8	4.3	none
2023	0.0	2.0	3.6	2.8	4.3	none
2024	1.0	3.1	4.9	4.2	5.8	add 1 new well
2030	1.0	3.6	5.8	4.2	5.8	none
2038	1.0	4.4	7.1	5.7	7.2	add 1 new well

1.5 Long-Term Supply Planning

A total of six new supply wells are required to meet the long-term water demand projections for the 50- year planning horizon. This equates to adding a well every 8-9 years. Wells should be added in areas where growth is occurring to support the hydraulic gradients in the distribution system and elevated storage. Location and quantity should also consider connectivity to portions of the distribution system that have limited highway or railroad crossings to increase water supply redundancy in these areas. Use of water from a project that ultimately results from the Tri-State Water planning effort is an alternative to address the City's long-term supply deficits; however, significant uncertainties remain about that exact nature of that project which could shift it from a viable alternative to not recommended. Those uncertainties impact the business case for evaluating how the City can best meet long-term water demands. Given the uncertainties in the Tri-State Water project and available information as of the date of this report, the 50-year water supply plan includes options to develop wells or introduce surface water from the Tri-State Water project as a new supply source.

1.6 Water Master Planning

The City identified growth areas for the 5-year and 20-year planning periods and are illustrated in Figure 1-1. Distributions for the population projections are allocated by development area and planning period based on input from City staff. The projected water demands for these growth areas are based on anticipated customer and land use classifications and are evaluated with the model to identify capital improvements required to convey these demands to customers in the existing and future water service area.

1.7 Hydraulic Model Development

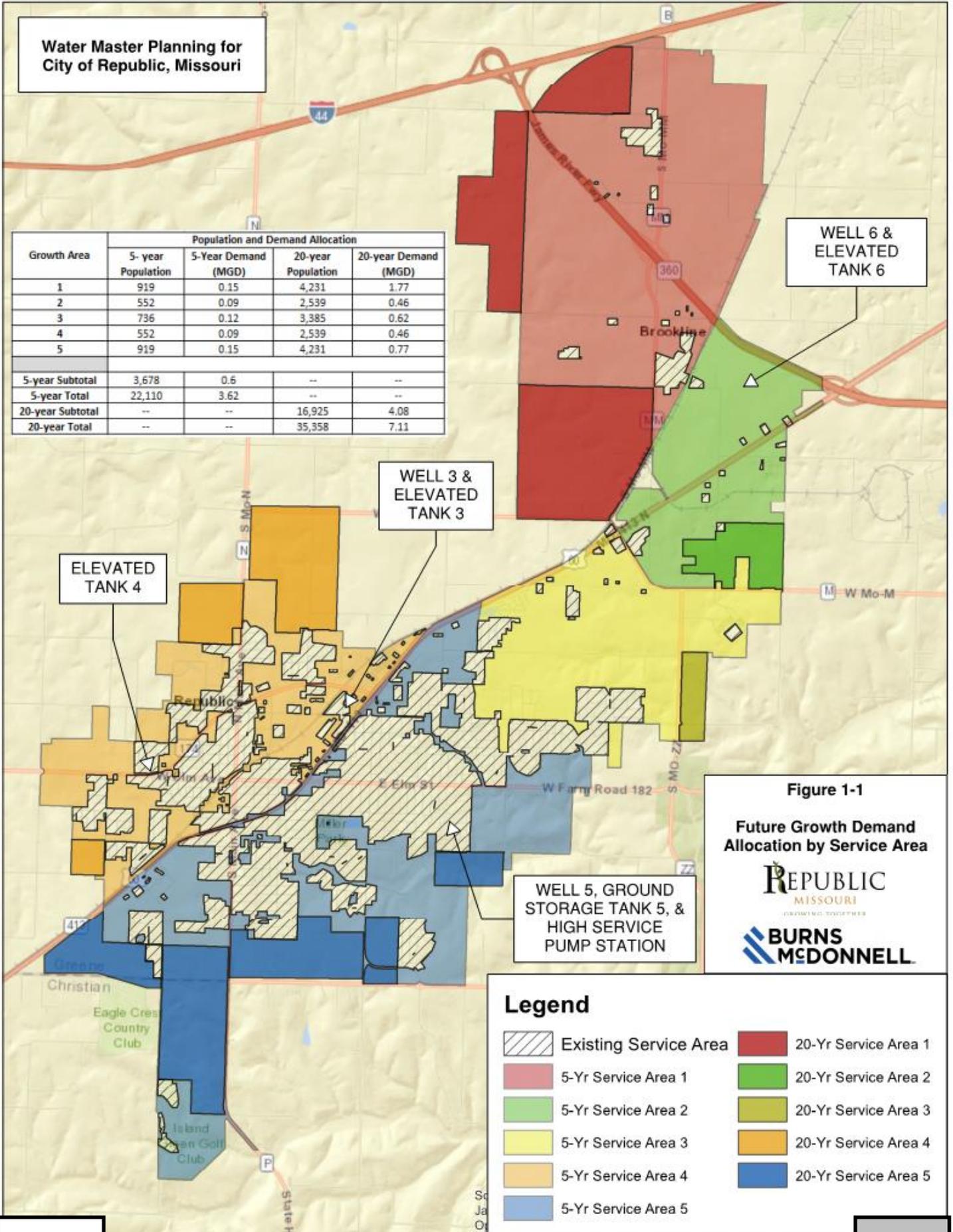
Field testing was conducted from June 27, 2018 through July 29, 2018 and included fire hydrant testing with pressure monitoring, via data loggers, in the distribution system. Data loggers are positioned on fire hydrants located at or near water mains ranging between 4-inch and 12-inches in diameter. Other data included in the model calibration effort includes SCADA historian information from the City's water system facilities and are listed below:

- Flow and discharge pressure at wells 3, 4, 5, and 6.
- Elevated storage level at Tanks 3, 4, and 6; and
- Flow, discharge pressure, and ground storage tank level at the Well 5/pump station facility.

A total of 28 fire hydrant tests were conducted throughout the distribution system on 4-inch, 6-inch and 8- inch water mains. Fire hydrant testing creates hydraulic stress in the distribution system and the results are used to calibrate the model to accurately simulate static conditions. Model calibration is performed by adjusting the Hazen-Williams coefficient, or C-value, assigned to pipes to simulate the test results, data logger pressure information, well performance, and tank levels. The calibrated model adequately represents the fire hydrant test results and pressure at each of the data logger locations.

**Water Master Planning for
City of Republic, Missouri**

Growth Area	Population and Demand Allocation			
	5-year Population	5-Year Demand (MGD)	20-year Population	20-year Demand (MGD)
1	919	0.15	4,231	1.77
2	552	0.09	2,539	0.46
3	736	0.12	3,385	0.62
4	552	0.09	2,539	0.46
5	919	0.15	4,231	0.77
5-year Subtotal	3,678	0.6	--	--
5-year Total	22,110	3.62	--	--
20-year Subtotal	--	--	16,925	4.08
20-year Total	--	--	35,358	7.11



WELL 6 & ELEVATED TANK 6

WELL 3 & ELEVATED TANK 3

ELEVATED TANK 4

WELL 5, GROUND STORAGE TANK 5, & HIGH SERVICE PUMP STATION

Figure 1-1
Future Growth Demand Allocation by Service Area



Legend

- Existing Service Area
- 20-Yr Service Area 1
- 5-Yr Service Area 1
- 20-Yr Service Area 2
- 5-Yr Service Area 2
- 20-Yr Service Area 3
- 5-Yr Service Area 3
- 20-Yr Service Area 4
- 5-Yr Service Area 4
- 20-Yr Service Area 5
- 5-Yr Service Area 5

1.8 Hydraulic Model Development

The hydraulic analysis for the existing system is based on a maximum day demand of 3.02 MGD, a peak hour demand of 5.78 MGD, a minimum hour demand of 1.66 MGD, and a fire service under maximum day demands. The average pressure in the system under maximum day demands is approximately 68 psi, with approximately 83 percent of the system ranging between 50 psi and 80 psi. The model results identified no high velocity and/or high head loss water mains under these demand conditions. Frisco square experience pressure between 35 psi and 40 psi under peak hour demands and is attributed to the elevation in this area, which is the highest in the distribution system.

The model results indicate all wells and the pump station at the Well 5/ground storage tank facility are adequately sized to convey maximum day demands and fill elevated storage during low demand periods. The desktop, or quantitative, storage analysis indicates a storage surplus of approximately 0.93 MG; therefore, no storage improvements are recommended. Elevated storage is adequately located, with respect to water main capacity, to deliver peaking demands and maintain adequate pressure throughout the distribution system, which is greater than 40 psi, with exception to a couple of dead ends in the Frisco Square area.

The hydraulic model evaluates available fire flow under the maximum day demand condition. The City's fire flow requirement for sizing distribution system water mains is 1,500 gpm at a 20-psi residual. Most of the low fire flow areas, less than 1,500 gpm, are dead-end 4-inch and 6-inch diameter pipes with available fire flow between 800 gpm and 1,500 gpm that may not warrant a fire flow improvement, at least initially, if there are no active service connections. Remaining areas with low available fire flow are evaluated in the Year 2023 model simulation for the projected demand and include fire-flow driven improvements.

The average water age in the distribution system under average day and maximum day demands are 54 hours and 35 hours, respectively. The water age of the existing distribution system is considered good, or low, for this type of groundwater supply-distribution system, customer makeup, water demands, and water main sizing. Tank 6 operating levels exhibit minimal turnover. This is primarily due to the Well 6 pump controls that operate based on tank level and low water demands within the tank's area of influence. The pump cycling can be lengthened with modifications to the control system at Well 6 to promulgate more turnover within the tank; this will also lessen the mechanical taxing on the pump. SCADA historian tank level trending during field testing indicated between 3 and 4 well pump starts per day based on a turnover of approximately 3 ft in the tank bowl with a head range of 37.5 ft. Model results indicate a tank turnover between 7 ft and 9 ft can still provide adequate pressure service within its area of influence. From a water quality perspective, a general guideline is to turnover between 25 percent and 33 percent of the tanks volume daily.

1.9 Year 2023 System Analysis

The hydraulic analysis for the year 2023 planning period is based on a maximum day demand of 3.62 MGD, a peak hour demand of 6.90 MGD, a minimum hour demand of 1.99 MGD, and fire service under maximum day demands. The average pressure in the distribution system under maximum day demands is approximately 69 psi, with approximately 75 percent of the system ranging between 50 psi and 80 psi.

The storage analysis indicates a storage surplus of approximately 0.93 MG; therefore, no storage improvements are recommended.

Capital improvements for fire flow service total approximately 17 miles of water main and development driven improvements total approximately 42 miles of water main to support anticipated growth within the existing distribution system and peripheral growth that will expand the water service area. Development driven improvements that provide looping on the periphery of the existing distribution system also help meet the fire flow requirement, without them, available fire flow will decrease depending on the location and demand conditions and may not comply with the City's fire service requirement of 1,500 gpm at a 20-psi residual.

1.10 Year 2038 System Analysis

The hydraulic analysis for the year 2038 planning period is based on a maximum day demand of 7.11 MGD, a peak hour demand of 12.7 MGD, a minimum hour demand of 4.4 MGD, and fire service under maximum day demands. The average pressure in the distribution system under maximum day demands is approximately 67 psi, with approximately 77 percent of the system ranging between 50 psi and 80 psi.

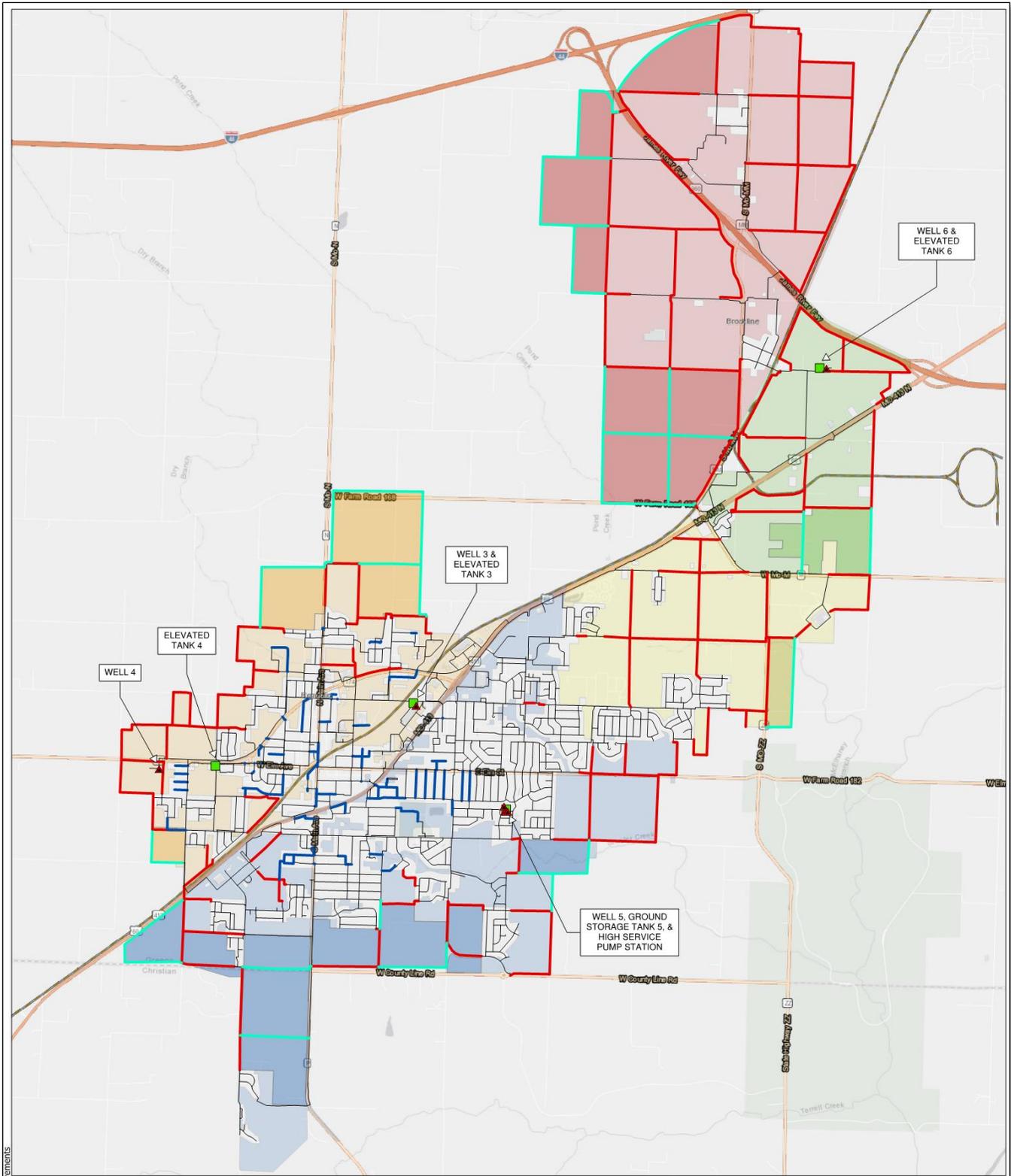
The storage analysis indicates a storage surplus of approximately 0.4 MG; therefore, no storage improvements are recommended.

The water main improvements for fire flow service identified in the year 2023 planning period are adequately sized for the 2038 planning period, therefore, no additional capital improvements are required for compliance with the City's fire flow requirement. There are approximately 17 miles of water main improvements needed for future development to expand the service area.

1.11 Capital Improvements Plan

Opinions of probable cost in today's dollars for capital improvements based on the water demands evaluated in the model are listed below. The small mains replacement cost opinion is a catch-all for any remaining water mains less than or equal to 4-inches not associated with a fire service trigger. Please note that cost opinions can increase for individual linear improvements, or portions thereof in terms of length, if rock excavation is required which can be highly variable based on the sporadic nature of karst formations within the water service area. The opinion of probable cost for each CIP is summarized below:

- Year 2023 Planning Period subtotal at \$31.9 million:
 - New water mains for fire service at \$1.0 million.
 - New water mains for fire service to replace existing small mains at \$4.8 million.
 - Development driven improvements at \$22.5 million; and
 - Development driven improvements that also increase distribution system redundancy/connectivity at \$3.5 million.
- Year 2038 Planning Period subtotal at \$9.7 million:
 - Development driven improvements at \$7.6 million; and
 - Water supply improvements at \$2.2 million.
 - This includes two production wells and associated pump, motor, well house, electrical, mechanical needs for well house, SCADA/controls, and permitting, engineering, and construction.
 - The first production well is contingent based on the demand projections and a new large user(s) requiring 1.0 MGD of water service beginning in or after year 2024.
 - The second production well should be implemented as maximum day demands approach 7.11 MGD and includes the large user(s) water demand indicated above.
- Small mains replacement at \$11.0 million.
- Total opinion of probable cost at \$52.5 million.



Name of Map: 11-1 Capital Improvements

- ▲ Pump
 - Tank
 - Existing Distribution System
 - 2023 Development Improvements
 - 2023 Fire Flow Improvements
 - 2038 Development Improvements
- | 5 Year Growth | | 5 to 20 Year Growth | |
|----------------------------------------------------------------------------------------------------|---------------------|----------------------------------------------------------------------------------------------------|----------------------|
| | 5-Yr Service Area 1 | | 20-Yr Service Area 1 |
| | 5-Yr Service Area 2 | | 20-Yr Service Area 2 |
| | 5-Yr Service Area 3 | | 20-Yr Service Area 3 |
| | 5-Yr Service Area 4 | | 20-Yr Service Area 4 |
| | 5-Yr Service Area 5 | | 20-Yr Service Area 5 |

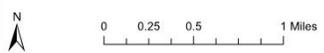


Figure 11-1
Capital Improvements
City of Republic, MO

1.12 Water Master Plan Conclusion

In conclusion, the existing water system is robust in terms of storage, distribution connectivity, and is appropriately sized for current and projected water demands through the end of the 2038 planning period; hence there are no high-priority hydraulic improvements required in the short-term other than the addition of a new well which is recommended to maintain a level of water supply redundancy. Additional water supply capacity is also conditional based on the addition of a new large user occurring in or after 2024, but the impetus for implementing the first new well should be triggered by water demand, not necessarily the improvement period which can accelerate or delay its implementation schedule. This places the City in a repair/replacement mode of operation for known problematic areas (i.e. aging infrastructure, frequent water main break areas, etc.), fire service improvements as funding is available, and development-driven improvements when needed.

Nonrevenue water, by definition in this report (difference between meter production and billed consumption) is moderately high for a system of this size and customer base which is primarily residential and commercial and any efforts to lower this amount can potentially impact the scheduling of water supply improvements and even impact fire flow improvement needs and sizing. Nonrevenue water varied widely since 2013, ranging from 13 percent to 23 percent during a period of marginal variance in average and maximum day demands. An AWWA M36 top-down water audit is recommended as a starting point to better manage, quantify, and identify nonrevenue water and potential sources of real losses and apparent losses.

Real losses are physical water losses (i.e. water main breaks, background leakage, flushing activity, etc.) in the distribution system that are pumped and treated, but never reach customer service taps, and are valued at the variable production cost (electricity and disinfectant). Apparent losses represent “paper losses” attributed to unauthorized consumption, meter inaccuracies, systematic data handling errors in the billing system transcription of customer meter readings, etc. and are valued at the customer retail unit cost. All distribution systems have varying degrees of real and apparent losses; with respect to Republic and the presence of karst in the region, real water losses have more potential to influence the overall water loss standing of the utility because water main breaks and/or leakage may never surface, hence it never gets reported or estimated because this type of topography is known for its sinkholes and caves. Water auditing with the M36 reporting sheets should be conducted annually and integrated as a business practice; the reporting worksheets are made available to all water industry providers at no cost from AWWA and can be downloaded from their website.

Wastewater Collections

2.1 Introduction

The City of Republic, Missouri (City) retained Burns & McDonnell (BMcD) to develop a sanitary sewer system model to complete an existing conditions evaluation and to create a Capital Improvement Plan (CIP) for the 5-year (2023) and 20-year (2038) planning periods. This report provides the City with a comprehensive document pertaining to an evaluation of the existing system and future conditions assessment. Specifically, this report summarizes the following components of the modeling project:

- Existing Conditions
- Inflow & Infiltration (I&I) Reduction Strategy
- Population Growth
- CIP Projects
- Opinion of Probable Costs

2.2 Existing Conditions Analysis

Evaluation of existing conditions included identifying projected sanitary sewer pipes and manholes with a reduced level of service during the 5-year, 24-hour design event. The evaluation was performed using the existing conditions model. Details related to model development can be found in the *Hydraulic Model Calibration & Verification* technical memorandum dated May 2019. The model showed flow constrictions at several locations throughout the model and indicated a restricted level of service in several conduits and manholes. Most of these restrictions were located in the FM- 109 meter catchment and along the Shuyler Creek interceptor.

2.3 I&I Reduction Strategy

To assist in alleviating the restricted levels of service in the existing system, a Goal-Based I&I Reduction strategy is proposed. A Goal-Based I&I Reduction strategy will be used to target specific percent reductions at defined points within the sanitary sewer system. This type of plan identifies the current level of I&I at a point in the system and defines a percent reduction along with a time frame for achievement. Goal-Based I&I Reduction is usually coupled with additional CIP projects to look at the sewer system as part of a comprehensive master plan to achieving a certain level of sanitary service. This type of I&I reduction program provides measurable goals, which are important if I&I reduction is considered in place of or as part of a future capital improvement program. These levels are typically defined utilizing hydraulic models, which identify the most efficient means of achieving the desired level of service. A Goal-Based I&I Reduction strategy will allow the City to utilize their capital budget on cost efficient I&I removal on the basins with the highest priorities.

2.4 Population Growth

In addition to an existing conditions analysis, a future conditions model was developed for use in determining CIP projects. A large portion of these projects are related to projected population growth in the City. The City provided BMcD with growth areas for the 5-year and 20-year planning period, which were allocated throughout the model. The updated population projections, along with increased sanitary flows, were used to identify proposed linear, lift station, and force main improvements as part of the overall Wastewater Master Plan.

2.5 Capital Improvement Plan

Proposed planning level sewer improvements were developed as part of the CIP. These improvements addressed manholes and conduits that indicated a reduced level of service during the existing conditions analysis. The proposed CIP Projects focused on the following measures:

- 2.5.1 I&I reduction
- 2.5.2 Increased pipe diameters
- 2.5.3 Increased pipe slopes
- 2.5.4 Lift station improvements

The proposed improvements were organized into 20 projects for the CIP. These projects were then phased using both a 5-year (2023) and 20-year (2038) planning periods. A summary of the projects, phasing, and opinion of probable cost can be found in, and an overview of the projects can be found in Figure 0-1.

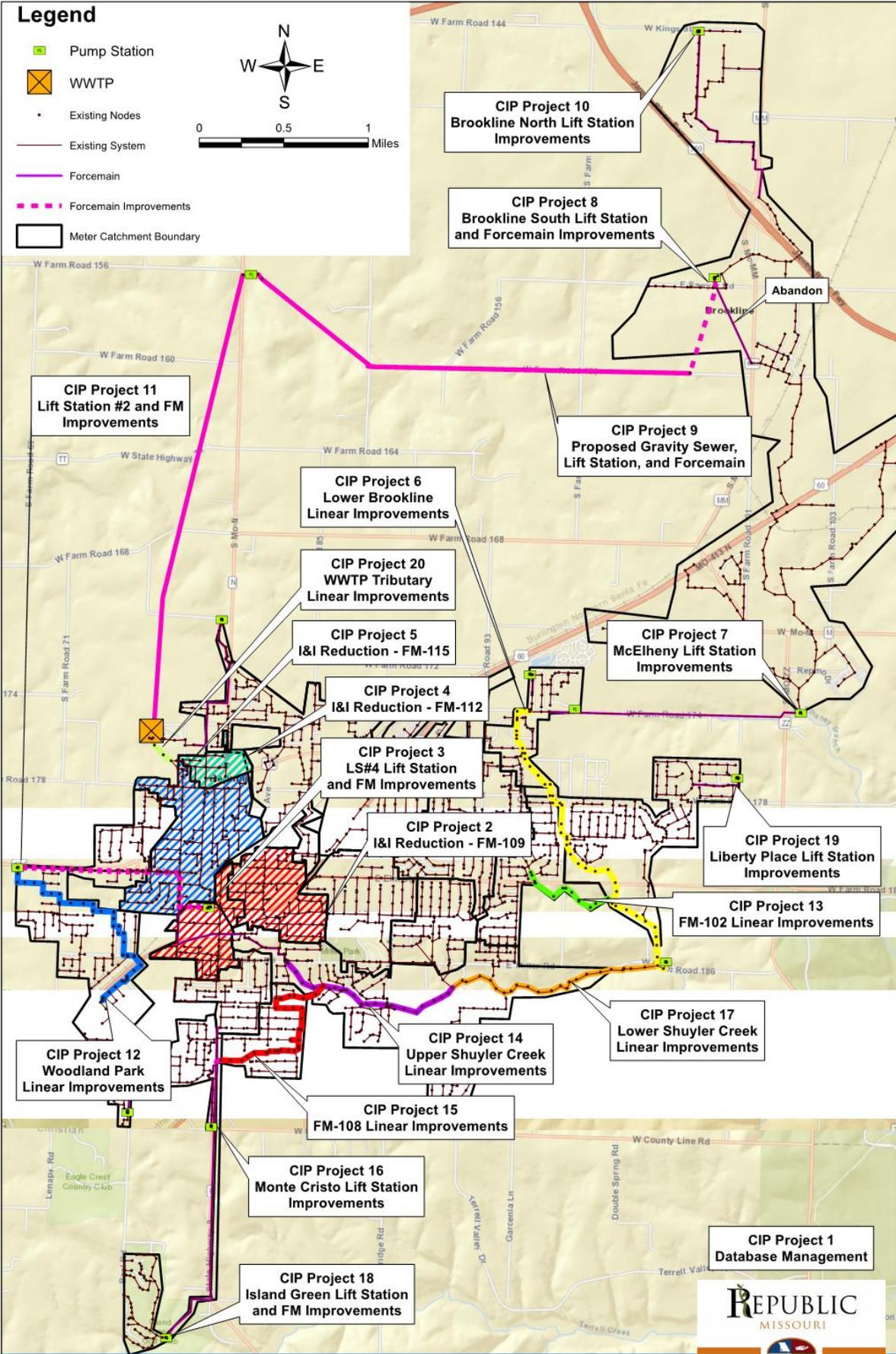


FIGURE 0-1
CIP PROJECT OVERVIEW

CIP Project 1
Database Management



Table 0-1: CIP Project Summary

CIP Project	Description	Phasing Priority	Opinion of Probable Cost
1	Database Management	1	\$52,000
2	I&I Reduction - FM-109	1	\$1,323,000
3	LS#4 Lift Station and FM Improvements	1	\$1,190,500
4	I&I Reduction - FM-112	1	\$280,500
5	I&I Reduction - FM-115	1	\$1,440,500
6	Lower Brookline Linear Improvements	1	\$2,849,500
7	McElhany Lift Station Improvements	1	\$851,500
8	Brookline South Lift Station Improvements	1/2	\$1,100,000
9	Proposed Gravity Sewer, Lift Station, and Forcemain	2	\$9,317,500
10	Brookline North Lift Station Improvements	3	\$530,000
11	LS#2 Lift Station and FM Improvements	1/2	\$1,853,000
12	Woodland Park Linear Improvements	2	\$1,543,000
13	FM-102 Linear Improvements	2	\$812,500
14	Upper Shuyler Creek Linear Improvements	2	\$1,479,000
15	FM-108 Linear Improvements	2	\$1,523,500
16	Monte Cristo Lift Station Improvements	3	\$426,000
17	Lower Shuyler Creek Linear Improvements	2	\$1,965,000
18	Island Green Lift Station Improvements	3	\$402,000
19	Liberty Place Lift Station Improvements	3	\$237,000
20	WWTP Tributary Linear Improvements	3	\$824,000
Contingency	Contingency Projects	X	\$2,387,500
Total Opinion of Probable Cost (Including Contingency Projects)			\$32,387,500

Note: The costs presented above reflect cost estimates as of December 2019 and are not projected to predicted construction year.

Wastewater Treatment Plant

3.1 Scope of Assessment

The City of Republic (the City) retained Burns & McDonnell (BMcD) to conduct an assessment of the existing wastewater treatment plant (WWTP) as part of the Wastewater Master Plan, setting forth evaluations and a plan of improvements for the facility through the planning year of 2038. Systems evaluated include influent screening, influent pumping, stormwater treatment, secondary treatment, clarification, chemical feed, tertiary filtration, disinfection, solids handling, and ancillary facilities. The existing WWTP was constructed in 1986 as an extended aeration activated sludge process and expanded in 2001. Currently, the WWTP is rated for an average day flow of 3.2 MGD and a peak flow of 5.1 MGD (at full expansion). Implementation of future processes or process modifications to accommodate National Pollution Discharge Elimination System (NPDES) permit changes, including biological nutrient removal (BNR), were also considered. The drivers for the improvements identified in this memorandum are based on anticipated regulations, growth projections, and capacity and performance-related issues.

3.2 Service Area Description

The Republic WWTP treats wastewater generated by residential, commercial, and some industrial customers. Growth projections through the 2038 planning period show the City’s service areas expanding both in terms of physical area and population density. The WWTP is currently able to treat up to 2.2 million gallons per day (MGD), but it will require additional capacity to accommodate the anticipated growth. Refer to the Existing and Future Conditions Assessment Memorandum for additional detail on the WWTP service area.

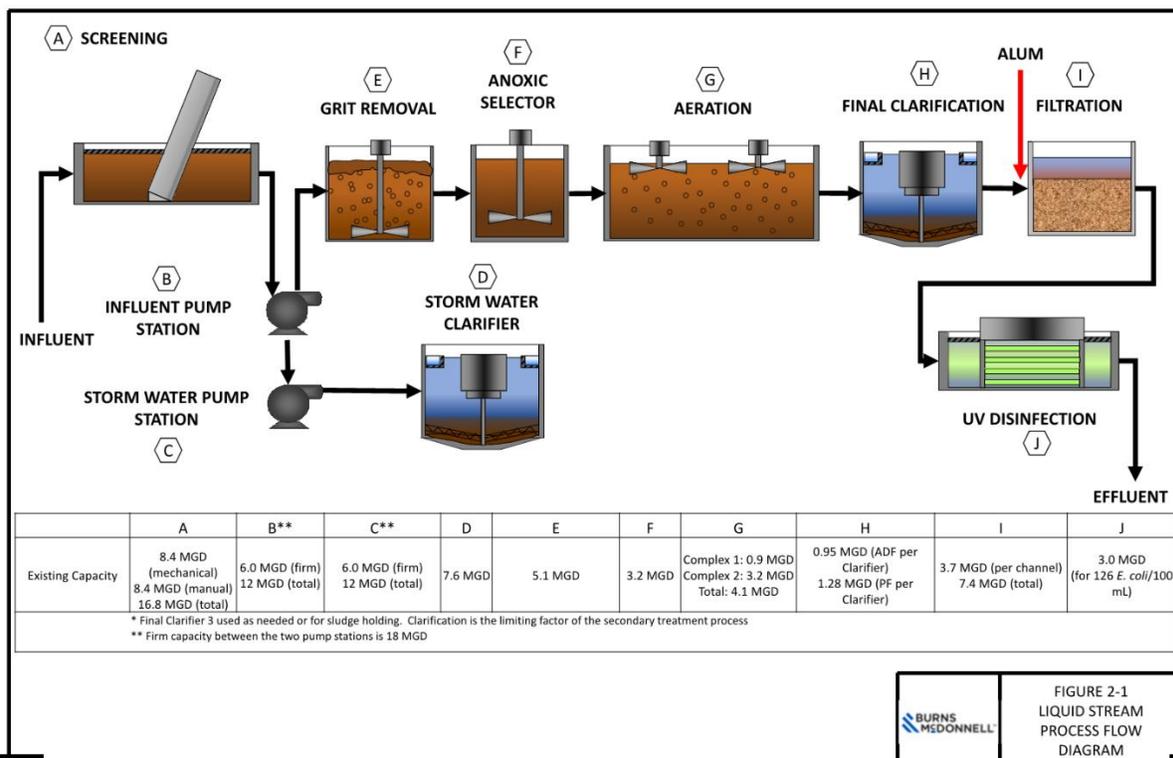


FIGURE 2-1
LIQUID STREAM
PROCESS FLOW
DIAGRAM

3.3 Capital Improvements

The drivers for the improvements identified for the WWTP are based on regulations (both existing and anticipated), growth potential, and performance-related issues of supporting processes. The WWTP has historically been in compliance with effluent ammonia limits. However, improvements to increase treatment capacity, provide sufficient aeration, and reduce sludge age are necessary to ensure future compliance. Further, regulations for biological nutrient removal are being planned for future implementation state-wide by MDNR; thus, provisions for future total nitrogen and total phosphorus removal should be considered. The City should contemplate improvements to position the Plant for commercial and industrial growth in the service area. Improvements should aim to easily accommodate potential suitors by offering flexibility in loading scenarios.

Supporting processes, including the headworks, tertiary filtration, disinfection, and solids handling system, necessitate improvements to better control the liquid stream process and operations. A well-operating headworks protects downstream mechanical equipment, such as pumps and mixers, and a well-operating solids handling system with sufficient capacity is critical for nitrification and maintaining biological stability in the secondary process. Further, the hydraulic bottleneck created by the filters and UV disinfection needs to be alleviated to realize 4.1 MGD treatment capacity.

3.3.1 Headworks

The existing WWTP has experienced performance-related issues in downstream processes due to inadequate influent screening, which threatens pipe clogging, wearing pumps, and binding mixers. A grinder is currently installed upstream of the influent screen to reduce the size of larger influent solids. However, the grinder is performing poorly and is producing stringy material rather than more homogeneously ground material. Also, the screening area floods during peak wet weather events due to the insufficient hydraulic capacity of the existing screen.

Installation of new influent screening and grit removal is recommended. Interceptor capacity to convey flow to the WWTP is approximately 16 MGD. The WWTP, with the improvements recommended by BMcD, has a capacity to treat a peak flow of 8.2 MGD through the secondary treatment process. Flow in excess of this would be conveyed to the stormwater treatment system. Direct discharges from the stormwater clarifier are no longer permitted and must be reported. MDNR has accommodated blending at other municipalities as an alternative for wet weather management. Peak flows in a blending scenario typically pass through primary treatment prior to being blended with fully treated effluent. Construction of a wet weather transfer pump station is recommended to pump peak flows from the stormwater clarifier to filtration for particulate BOD and TSS removal prior to discharge. Blending would eliminate future discharges from the stormwater system.

3.3.2 Secondary Treatment

The performance of the liquid stream process is threatened by insufficient solids handling capacity. Elevated MLSS concentrations yield SRTs that threaten the biological health in the aeration basins. The historic operational SRT of the aeration process (approximately 25 days) has been in the range where endogenous respiration occurs. During endogenous respiration, the microorganisms oxidize their own cellular mass in lieu of an organic source and release ammonia in the process. Further, elevated solids concentrations in the secondary process impacts the capacity of the system and hinders its ability to react during periods of higher loading. Thus, operating at a long SRT and high MLSS concentration threatens permit compliance without improvements to the solids handling and liquid stream processes.

A two-phase approach is recommended to improve the liquid stream process: (1) expansion of the selector basin, rehabilitation of Aeration Complex No. 2, and construction of a fourth clarifier (2) rehabilitation of Aeration Complex No. 1. The phased approach allows the City to gradually implement changes and add additional capacity when needed. Improvements made in each phase serve to incrementally improve treatment performance and capacity and preclude the need to construct a new treatment plant.

3.3.3 Tertiary Treatment (Filtration)

The existing traveling bridge sand filters are inefficient and lack the performance of cloth media filtration. Replacement of the traveling bridge sand filters with disc filters is recommended to maintain TSS and total phosphorus removal.

The existing traveling bridge filters are hydraulically located such that the disc filters could be installed within the existing filter channels. Two disc-filters, each rated for 8 MGD, would be installed in the filter channels and would receive clarifier effluent and stormwater flow from the proposed transfer pump station. One disc-filter would be used during normal operation, and both would be operated during peak conditions.

3.3.4 Disinfection

The existing UV disinfection system was installed in 2000 and has exceeded its useful design life. Further, the process creates a hydraulic bottleneck during wet weather events, as it was designed for a peak flow of 3.7 MGD. The original system was designed to achieve an effluent *fecal coliform* limit of 400 CFU/100 mL at 3.7 MGD, but the process has since been de-rated twice due to the more stringent *E. coli* limits in the facility's NPDES permit (126 colonies/100 mL). Operations staff indicated the maximum flow the UV equipment can treat is 3.0 MGD.

The UV system should be sized to accommodate flows equal to the influent pumping capacity – 16 MGD. The UV system would disinfect the 4.1 MGD treated by the plant and the 12 MGD peak wet weather flow pumped via the proposed transfer pump station. In order to reduce capital cost and make use of existing infrastructure, the new

equipment could be installed in the center channels of the abandoned chlorine contact basin.

Inclined UV systems are relatively new to the market and were created to alleviate issues with the large footprints associated with horizontal and vertical configurations for systems exceeding 5 MGD. They were designed to fit within the channels of chlorine contact basins, as numerous utilities replaced their chlorine disinfection systems with UV technologies. The inclined configuration improves on the potency of UV lamps without sacrificing efficiency or lamp size. The inclined configuration eliminates dead space within the channel and provides constant contact between the wastewater and UV light, which reduces the overall number of components (lamps, ballasts, cabinets, etc.).

3.3.5 Solids Handling

Sludge hauling frequency is dictated by land availability. When land application is not a viable option, the City occasionally hauls sludge to the City of Springfield's WWTP for further processing and disposal. Digestion capacity is insufficient, which often causes operations staff to store solids in the liquid stream process, yielding a long sludge age and threatening settleability and nitrification ability. Burns & McDonnell recommends constructing an additional aerobic digester and adding solids dewatering to produce a cake prior to land application.

The sludge quantities developed for this evaluation were based on influent BOD, TSS and temperature data provided by operations staff. The design wasting rate to maintain an eight to ten-day SRT in the secondary treatment process is 140,000 gpd at 0.5% to 1.0% solids, which equates to approximately 10,000 lbs./day. This solids loading will be used as the design basis for the solids processing system.

3.3.6 Administrative Building

The existing Administration Building (Admin Building) lacks adequate space for the operations staff, so the City has added a trailer behind the building to supplement the administrative space. Further, the shop within the Admin Building is too small to allow operations staff to work on most equipment. The City indicated they have plans to construct a new shop within the next year; however, additional office space is still needed. A new multi-purpose building is proposed to supplement the existing administrative space. The proposed addition would be a metal building that includes both administration and dewatering spaces.

The dewatering space will include a room to house the screw press or centrifuge and associated chemical feed equipment. The room would have an adjacent exterior area with overhead cover for cake storage and loadout. The building would also include an electrical room with CMU walls. The administration area would include an office, control room, and breakroom. It will also have new restroom, locker, shower and laundry facilities, and storage spaces.

3.3.7 Probable Cost

Based on these improvements, BMcD developed opinions of probable construction costs. The cost opinions show the capital required for each project and the opportunity for phasing. Cost opinions are based on preliminary manufacturer data and raw water quality. These order-of-magnitude cost opinions are based primarily on our experience and judgment as a professional consultant combined with information from past experience, vendors, and published sources. Since BMcD has no control over weather, cost, availability of labor, availability of material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such opinions or projections, BMcD does not guarantee the actual rates, costs, etc. will not vary from the opinions and projections developed herein.

Table 5-11: WWTP Opinions of Probable Cost

Project	Capital Cost
Headworks	\$3,900,000
Secondary Treatment: Phase I	\$5,800,000
Secondary Treatment: Phase II	\$1,500,000
Filtration	\$2,500,000
Disinfection	\$2,000,000
Solids Handling	\$4,000,000
Total	\$19,700,000

A 30-percent contingency allowance is included to cover all types of unaccounted-for project costs resulting from conditions, details, or components which are not normally known or determined until final detailed design. Costs specifically do not include geotechnical evaluations, deep foundations, surveys, permitting preparation and fees, utility services to site, and taxes.

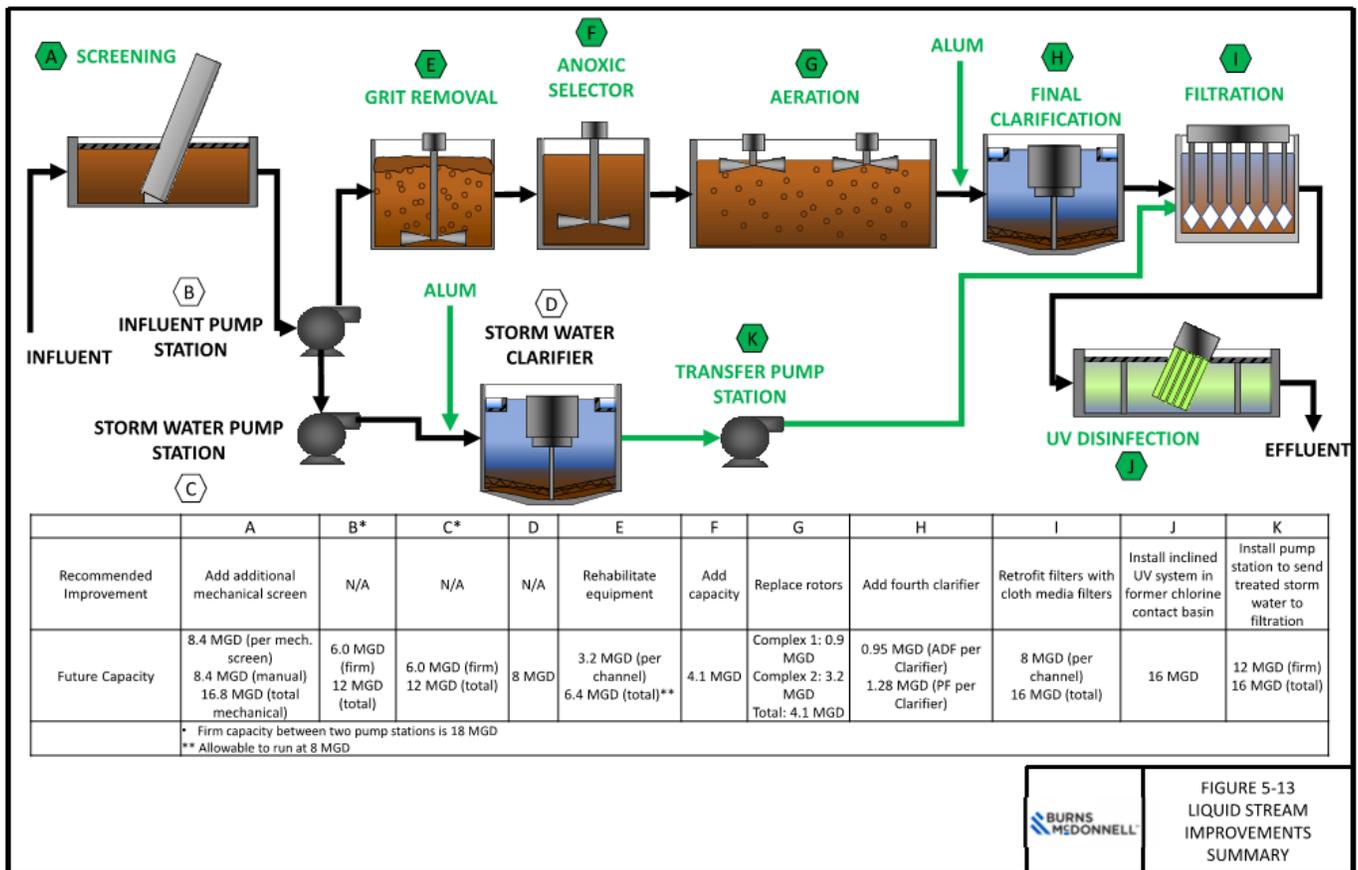


FIGURE 5-13
LIQUID STREAM
IMPROVEMENTS
SUMMARY



AGENDA ITEM ANALYSIS

Project/Issue Name: 20-R-13 A Resolution of the City Council of the City of Republic, Missouri, Awarding the Bid for the Phone System.

Submitted By: Josh Jones, IS Director

Date: May 19, 2020

Issue Statement

To award the bid contract for a cloud hosted VoIP city-wide phone system solution.

Discussion and/or Analysis

The City of Republic solicited sealed bids for cloud hosted VoIP phone system solutions in order to improve city wide telephony quality, reliability, serviceability, mobility, and overall operation for use by staff. Eight total bids were received in the form of cloud hosted VoIP phone system contract offerings as summarized below.

Solution	Monthly	Yearly Service	One Time Cost	Contract Term	Contract Total
All Covered	\$ 3,349.94	\$ 40,199.28	\$ -	3	\$ 120,597.84
Jive	\$ 2,342.04	\$ 28,104.48		3	\$ 84,313.44
Mitel	\$ 2,061.00	\$ 24,732.00	\$ 12.00	3	\$ 74,196.00
Momentum	\$ 2,488.00	\$ 29,856.00		3	\$ 89,568.00
Rayfield Communications	\$ 1,758.08	\$ 21,096.96	\$ 18,152.62	N/A	N/A
STL Communications	\$ 3,879.75	\$ 46,557.00		5	\$ 232,785.00
Vertical	\$ 1,961.65	\$ 23,539.80		3	\$ 70,619.40
Verizon	\$ 2,725.00	\$ 32,700.00	\$ 10,732.00	N/A	N/A



The City currently utilizes an on-premise 3COM PBX VOIP phone system installed around 2005. The average phone system hardware life expectancy is 7 to 10 years. Since the selection and install of the system in place, the proprietor of the technology sold to another company and the technology itself has been discontinued and without support service available. Operating with the system's original hardware, staff experience regular service interruption and hardware difficulties. Furthermore, replacement of compatible hardware is only available in refurbished form from mostly irreputable third party sources.

Entering into an agreement with a cloud hosted VoIP phone system vendor will result in vast improvement among many technology related city processes, first and foremost in a network data transfer capability, increasing our current network speed limitation from 100 mbps to 1000 mbps speeds. In addition, this agreement will include all new system hardware, mobile application, vendor support for hardware, system maintenance, and upgrades, phone system training and user technical support, service level agreement for system availability assurance, SIP phone line hosting and management, and significant cost savings with the removal of currently used AT&T landlines.

Recommended Action

IT staff participated in product demonstration of the most competitive solutions. Review of these solutions included careful consideration of cost, contract structure, service, support, quality, alignment with industry trends, long term challenges and goals, and overall user-friendly operation for improvement of staff's technical environment. As a result, the staff recommends approval of this Resolution awarding the bid to Mitel in the contract total amount of \$74,196.00 over 3 years (\$2,061.00 monthly) with a one-time upfront cost of \$12.00. Mitel's bid offers a quality and reputable solution with all-inclusive hardware, management, and support that will empower staff, advancing collaboration and departmental processes to new heights.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,
AWARDING THE BID FOR THE PHONE SYSTEM**

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 solicited sealed bids for a new phone system; and

WHEREAS, eight vendors provided duly submitted bids and the recommended bidder is Mitel Networks Corp., all bids being on file with the City Clerk; and

WHEREAS, although Mitel Networks Corp. was not the lowest bidder for the base bid, due to the requirements of the City in a phone system, Mitel Networks Corp. is the most responsible bidder; and

WHEREAS, although Council desires to accept the lowest bid, the requirements of the City for a phone system make the most responsible bid to govern the phone system purchase the bid from Mitel Networks Corp. for the City's needs.

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

Section 1. The submitted base bid from Mitel Networks Corp., attached hereto as "Attachment 1" and incorporated herein, is accepted at the unit prices shown thereon and not to exceed \$74,196.00 over three years.

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 19th day of May 2020.

Jeff Ussery, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:  _____, Scott Ison, City Attorney

Digitally signed by Scott Ison
Date: 2020.05.13 11:20:57
-05'00'

Final Passage and Vote: _____

City of Republic - Invitation for Bid

Cloud Hosted VOIP Telephone System

SEALED BIDS MUST BE PHYSICALLY RECEIVED AT REPUBLIC CITY HALL PRIOR TO 3:00 P.M. ON May 8th, 2020.

***Please see bid submission comments below on accommodations made related to current COVID19 social distancing policy ***

City of Republic
C/O City Clerk, Laura Burbridge
213 N. Main
Republic MO 65738

- Bids will be opened by the buyer at the location listed above.
- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids shall be submitted with the **Invitation for Bid (IFB) project name or item 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 any purchase order resulting from this bid.
- FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.
- You are invited to submit your bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.

***City Hall will be open at the time of bid opening. We will limit physical attendance to 10 or less in order to follow current social distancing recommendations. Bids can be dropped off or mailed to 213 N. Main, Republic, MO 65738 and will be received until May 8th, at 3:00 p.m. If City Hall is closed at the time of submission, bids may be dropped off in the drop box outside City Hall or sent by mail. Please note that mail is received every 3 days while City Hall is closed, so please ensure adequate time for receipt of any mailed bids. If the bid package is too large for the drop box, bidders may call City Hall in advance to arrange for a contactless drop off by calling 417-732-3140.

DESCRIPTION

Cloud Hosted VOIP Telephone System

Please see the Bid Specifications and Description of Work (Attachment A – Bid Submission Form) attached to this document for details on the existing and desired phone system solution.

DELIVERY: F.O.B. DESTINATION - The articles to be furnished hereunder shall be delivered all transportation charges paid by the bidder to destination.

Inquiries - All inquiries for information should be directed to:

Joshua Jones
Information Systems
jjones@republicmo.com
417-732-3820

It is the intent of the City that this Invitation for Bid promotes competitive bidding. It shall be the Vendor's responsibility to advise the City if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. Such notification must be submitted in writing and must be received by the City contact listed above not later than three (3) days prior to the bid opening date.

INSTRUCTION TO BIDDERS

01. **Opening Location: The Bid will be opened at the Republic City Hall 213 N. Main at 3:00 P.M. ON May 8th, 2020.**

- a. All bidders or their representatives are invited to attend the opening of the IFB.

02. **IFB Delivery Requirements:** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to Republic City Hall for receipt on or before the due date and time indicated.

- a. If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to Republic City Hall.
- b. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected.
- c. Arrangements may be made for their return at the bidder's request and expense.
- d. Bids may be mailed to Republic City Hall and accepted if the signed bid form and required information was mailed and received prior to the due date and time.
- e. Bids sent by email will not be accepted.

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

clearly indicated on the outside of the mailing envelope and addressed to.

**City of Republic
C/O City Clerk, Laura Burbridge
213 N. Main
Republic MO 65738**

03. **Legal Name and Signature:** Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual).

- a. Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page.
- b. The signer shall have the authority to bind the company to the submitted Bid.
- c. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.

04. **Corrections:** No erasures are permitted.

- a. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it.
- b. Corrections must be initialed by the person signing the Bid.

05. **Clarification and Addenda:** Each bidder shall examine all Invitation for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents.

- a. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Invitation for Bid shall be made through the listed City contact in writing or through email.
- b. The City of Republic shall not be responsible for oral interpretations given by any City employee, representative, or others.
- 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 contact listed City contact with questions or inquiries.

06. **IFB Expenses:** There is no expressed or implied obligation for the City of Republic to reimburse responding firms and the City will not reimburse for any expenses incurred in preparing responses to this request.

07. **Irrevocable Offer:** Any Bid may be withdrawn up until the due date and time set for opening of bids. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum of 30 days.

days to sell to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.

08. **Responsive and Responsible Bidder:** To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid. 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.
 - a. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.
10. **The Right to Audit:** The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.
 - a. The cost of any audit will be paid by the City.
 - b. 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.
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.
 - a. 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:** 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 may 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:** By offering a submission to this Invitation for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to this IFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this IFB:
 - 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 for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
 - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
 - d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.
 - e. No person or agency has been employed or retained to solicit or secure this contract 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 Contractor 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 this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
 - b. The Contractor 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 and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.
 - c. The Contractor 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 attached City IFB forms, although additional information may be attached.
 - a. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance.
 - b. 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. The bidder must state the price, written in ink, for what is proposed to complete each item of the project.
 - b. Bidders shall insert the words "no bid" in the space provided for an item for which no Bid is made.
 - c. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.
19. **Modifications or Withdrawal of Bid:** A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids.
 - a. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid.
 - b. 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 or their authorized representatives 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. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.
22. **Prices:** Bid give both unit price and extended total.
 - a. 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.

- b. 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 Seller, at their own expense, shall transport the equipment and/or materials and bear the risk of loss from Sellers location to a specified location in the City of Republic, MO 65738. Buyer shall not take title to the materials or equipment until it is delivered and accepted by Buyer at the address specified within the City of Republic.
 - c. 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.
 - d. 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.
 - e. Payment terms shall be Net 30 if not otherwise specified.
 - f. 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.
- a. The price as shown on the Bid shall be the price used in determining 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.
- a. Brand or trade names referenced in specifications are for comparison purposes only.
 - b. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is 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.
- a. 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.
 - b. 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.
 - c. The absence of listed deviations at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written.
 - d. 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. **Samples (if required): (NOT APPLICABLE)**
27. **Quality Guaranty:** If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same.
- a. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.
28. **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.
29. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
30. **Awards:**
- a. Unless otherwise stated in the Invitation for Bid, 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 of items, all or none or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.

- c. Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Invitation for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.
31. **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.
 - a. 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.
 32. **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/Contractors for 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. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
 - b. Proposers are informed the Project is subject to the requirements of Section 292.675, RSMo., which requires all contractors or subcontractors doing work on the Project 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 Contractor 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 the Contractor or its Subcontractor, 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.
 33. **Termination of Award:** Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award.
 - a. Any Bid may be rejected in whole or in part for any reason by the City.
 34. **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.
 - a. 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.
 35. **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 such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.
 36. **Prevailing Wages:** If the public works construction project is valued at more than \$75,000, the successful bidder shall comply with applicable State provisions concerning the payment of prevailing wages on public works projects. Accordingly, all workers performing work under the City Contractor Agreement shall be paid not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of the State of Missouri (or "MoDOLIR").
 37. **Insurance Requirements:** Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of the Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder

specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. At a minimum, proof of Workers Compensation, Liability, and Automobile Liability insurance shall be presented. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents. The limits of liability insurance shall be as established annually and published by the Secretary of State in the Missouri Registry. For this project, the required insurance amounts shall be: Workers' Compensation - Statutory coverage per RSMo. 287.010 et seq; Employer's Liability - \$1,000,000.00; Commercial General Liability Insurance - \$2,804,046 for all claims arising out of a single accident or occurrence and \$420,606 for any one person in a single accident or occurrence; Automobile Liability Insurance - covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of \$2,804,046 for all claims arising out of a single accident or occurrence and \$420,606 for any one person in a single accident or occurrence.

38. **Performance Bond and Labor & Materials Payment Bond:** (Not Applicable).
39. **Nonresident/Foreign Contractors:** The Contractor shall procure and maintain during the life of this contract:
 - a. If the Contractor is a foreign corporation, 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.
40. **Bid Tabulation:** Bidders may request a copy of the bid tabulation of the Invitation for Bid.
41. **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.
42. **Additional Purchases by Other Public Agencies:** The bidder by submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance Form.
43. **Order of Precedence:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.
44. **Affidavit for Service Contracts:** The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the IFB and agrees to provide an affidavit to the City of Republic affirming that they have not, and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.
45. **Business License** – It will be the requirement of the contractor to acquire a City of Republic business license before they may begin work on the project.
46. **Inspection and Acceptance:** No item(s) received by the City pursuant to this contract shall be deemed accepted 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 Seller upon inspection may be returned at the seller's expense for full credit or replacement.
 - b. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement.
 - c. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.
47. **Davis-Bacon Act:** If the Instructions to Bidders have indicated that the Project is financed in whole or in part from Federal funds, then this contract shall be subject to all applicable federal statutes, rules and regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. §3141 et seq., and the "Federal Labor Standards Provisions," incorporated into this Contract. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed under this Contract, the contractor and all Subcontractors shall pay the greater of the wages required under either law.

48. **Jurisdiction and Venue:** This IFB and any Agreement required under it, 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.
49. **Conflict of Interest:** In participating in this IFB and accepting an Agreement, Contractor certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor, 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.
50. **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.
51. **Terms:** The City of Republic reserves the right to reject any and all proposals received from this bid. It further has the right to negotiate with any qualified source, or to cancel in part or in its entirety this bid. The City also reserves the right to modify, suspend, or terminate at its sole discretion any and all aspects of this bud process, to obtain further information from any and all respondents, and to waive any defects as to form or content of the bid or any submissions by any firm. This bud does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All submissions become the property of the City as public record. All submissions may be subject to public review upon request.

BID SPECIFICATIONS

The City of Republic is requesting proposals for cloud hosted VOIP telephone system solutions. The solution is to replace an existing on-premise antiquated PBX VOIP phone system. It is our intent to select a solution offered by a partner that includes migration and implementation services of the product included in the contract.

Scope of Services (Requirements)

A minimum number of requirements need met for a satisfactory cloud hosted VOIP solution for the city. Below are services in features that will be included with the award solutions contract.

- Cloud hosted VOIP solution
- Implementation and migration services
- 24/7 service and hardware support throughout contract
- Provide initial and continued training during contract
- Provide cost management recommendations for solution components
- IP phones with 1 gbps ethernet ports
- Mobility features such as an associate mobile app
- Multiple configurable auto-attendants
- Supports hunt groups, and external call transferring

Existing Environment

The City of Republic facilities include 9 buildings, 8 of which are connected to one another via fiber MPLS network. This network is serviced by a 100 mbps dedicated connection from Liberty Connect Utilities. The city currently utilizes an on-premise 3COM NBX Technologies VOIP phone system, with IP pass through phones at each end-user's desktop. All city switching equipment includes PoE function and 10/100 mbps data transfer capabilities. All virtualization will be built for this network.

Evaluation Criteria

The following items will be used to evaluate submitted proposals and the success of a solution for the City.

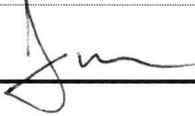
- Demonstrated expertise in proposal
- Professionalism in proposal and product feature set
- Cost competitive contract
- Implementation ease
- Integration capabilities with existing software

ATTACHMENT A - BID SUBMISSION FORM

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Item	Description of Work	Price
Base Bid	<ul style="list-style-type: none"> ▪ Planning, migration, and implementation services ▪ Mobile application integration with system ▪ 105 phones (seats), 10 with "Sidecar" for transferring and parking additional lines. ▪ eFax capabilities at 4 locations ▪ 9 wireless handsets ▪ 5 configurable Auto Attendants ▪ 24/7 tech support & device hardware replacement 	<p align="right">\$ <u>74,196</u></p> <p align="right">\$ <u>2,061 Monthly</u></p>

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

City of Republic – Telephone system 312 N Main St., Republic, MO 65738	Company Name: Mitel	
	Address: 5360 Legacy Drive #300, Plano, TX, 75024	
Telephone: 512-256-8860	Signed 	
Facsimile:	Dated 05/08/2020	
E-mail: jim.mcgarry@mitel.com	Printed Jim McGarry, Regional Vice President	
Cellular:	Title	
	Bidders Federal ID Number: 76-0311713	

To be submitted with Vendor's Bid

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

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

CITY OF REPUBLIC STATEMENT OF "NO BID" * ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. ____

Addendum No. ____

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

Addendum No. ____

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

Addendum No. ____

Addendum No. ____

____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PREFORM.

Print Email ____jim.mcgarry@mitel.com_____

Print Federal Tax ID No. ____76-0311713_____

CITY OF REPUBLIC STATEMENT OF "NO BID"

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

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

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

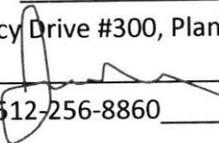
Item # 13.

INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

Page 115

- _____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.
- _____ UNABLE TO MEET SPECIFICATIONS.
- _____ UNABLE TO MEET INSURANCE REQUIREMENTS.
- _____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).
- _____ OTHER (PLEASE SPECIFY BELOW).

REMARKS:

COMPANY NAME: Mitel
ADDRESS: 5360 Legacy Drive #300, Plano, TX, 75024
SIGNATURE AND TITLE:  Regional Vice President
TELEPHONE NUMBER: 512-256-8860
DATE: 05/08/2020

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF REPUBLIC
213 N MAIN
REPUBLIC MO 65738

Missouri Tax ID
Number: 12492990

Effective Date:
07/11/2002

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

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

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

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

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

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

ED74950

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

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

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

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

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

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

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

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



Service Order

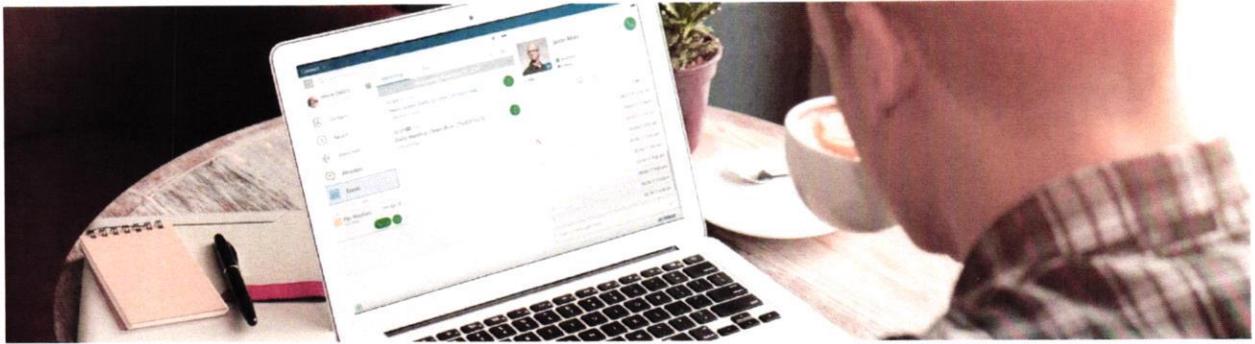
Prepared for City of Republic

May 04, 2020

Prepared by:
Grayson Sims

grayson.sims@mitel.com

Quote# 11850971



For more than 45 years, Mitel has been trusted by businesses around the world to help them navigate the communications and technology challenges they face in a rapidly evolving marketplace. Our broad, built-in-house portfolio gives you the power to choose the solution right for you and the flexibility to consume it at a pace that fits your unique business needs.

MiCloud Connect Benefits

All-in-one, seamless communications

MiCloud Connect delivers a complete communications and collaboration solution with Mitel-built telephony, collaboration, contact center and IP phones so you can communicate seamlessly from a single provider.

Intuitive user experience

Spend less time figuring out how to make the software work and more time being productive. MiCloud Connect's easy-to-use interface streamlines the user experience with integrated features such as cross-launching, single click-to-join buttons and consolidated views.

Robust management portal

Manage your communications in house or have a partner do it for you. The MiCloud Connect Portal gives you real-time tools to manage users, permissions, billing and insights – no telecom experience needed! Plug-and-play provisioning makes it easy to get new locations and users up and running fast.

Reliability you can count on

Deployed out of highly secure, Tier 4 data centers with several layers of redundancy and encryption, so you don't have to worry about a thing. We back our reliability with 99.995% uptime and SLAs with financial penalties if we don't deliver. MiCloud Connect also supports HIPAA and SOC2 compliance for businesses who need to protect sensitive data.

Simple, flexible pricing

What you buy today isn't what you're stuck with tomorrow. MiCloud Connect's flexible service plans give you the power to add functionality, mix and match profiles and upgrade permissions as business needs change.

Help within arm's reach

With Mitel, you can always rest assured knowing you have access to help 24/7. Use our online knowledge base, chat with us or leverage the help button within our service to get your questions answered fast. With years of cloud migration expertise, we'll make your transition effortless and minimize disruption to your business.

Additional Services & Products

IP phones

Our modern, built-in-house IP phones provide a purpose-built, integrated experience and give us full control over functionality and user experience. With the 6900 series phones, you'll get cordless and Bluetooth options, plus our MobileLink functionality so you can talk in ways that you prefer, from anywhere, easily. Choose from three expansive models and a large assortment of accessories to increase mobility, streamline workflows and enhance productivity.

Native integrations and advanced apps

MiCloud Connect offers a wide-variety of native integrations so users can work in the systems they prefer, stay proactive and deliver positive customer experiences. Our native solutions with leading third-party providers minimize professional services and get you up and running fast. Choose the right one for your specific users so they can work from the systems they already do such as CRMs, ERPs, calendars, web dialers and more.

Enhance your customer experience

Engage with your customers when and how they want to communicate with phone, email, chat, SMS and social media capabilities. Whether you're looking for an integrated contact center or the flexibility of an over-the-top solution, we have you covered.

Trusted by Leading Companies & Analysts



Western Mutual
Insurance Group



WHERE ALL ROADS LEAD TO COLLEGE



MiCloud Connect Service Plans

Features	Essentials	Premier	Elite
Direct Dial (DID) Phone Number	✓	✓	✓
Minutes Per Month (domestic outbound)	Unlimited	Unlimited	Unlimited
PBX Features (different for each plan)	✓	✓	✓
Admin Portal	✓	✓	✓
Desktop Client *features provided by this app	✓	✓	✓
Voicemail / Voicemail-to-Email*	✓	✓	✓
Audio Conferencing*	8 Party	25 Party	100 Party
Web Conferencing / Desktop Sharing*	4 Party	25 Party	100 Party
Instant Messaging (IM)*	✓	✓	✓
Presence / Availability State*	✓	✓	✓
Peer-to-Peer Video Calling*	✓	✓	✓
Video Conferencing*	8 Party	12 Party	24 Party
Softphone*	✓	✓	✓
Outlook® & G Suite Integration	✓	✓	✓
Find Me Call Routing / Mobile Extension*	✓	✓	✓
Mitel Teamwork / Business SMS ¹	✓	✓	✓
Web Dialer	✓	✓	✓
Connect for Mobile (Android & iOS)	✓	✓	✓
Voicemail-to-Email Transcription	\$	✓	✓
Salesforce® & Other CRM Integrations	\$	✓	✓
² On-Demand Call Recording	n/a	✓	✓
Operator*	n/a	n/a	✓
² Always-On Call Recording	\$	\$	✓
³ Archiving (7 years for IMs, audio/web conferences & call recordings)	\$	\$	✓
⁴ Email-to-Fax	\$	\$	\$
⁴ MiCloud Connect Contact Center	\$	\$	\$

¹ Business SMS is not available for current ShoreTel Sky customers migrating to MiCloud Connect at this time

² On-Demand and Always-On Call Recording cannot co-exist for the same user (must select one)

³ For users without Archiving feature, Mitel provides access to instant messages for 18 months, audio and web conference recordings for 3 months and call recordings for 1 year

⁴ MiCloud Connect Contact Center is purchased separately. MiCloud Connect Fax is also purchased separately per fax number and is not dependent on any type of profile

* Feature provided by desktop client

Service Order

Customer: City of Republic

Install Locations

1. 213 N Main St, Republic, Missouri, 65738, USA
2. 701 U.S. Hwy 60 W, Republic, MO, 65738-1063, USA
3. 540 Civic Blvd, Republic, MO, 65738, United States
4. 711 E. Miller Rd., Republic, MO, 65738, United States
5. 221 N Main Ave, Republic, MO, 65738, United States
6. 204 N Main Ave, Republic, MO, 65738, United States
7. 911 N West Ave, Republic, MO, 65738, United States
8. 3425 E. Sawyer Rd., Republic, MO, 65738, United States

Date: May 04, 2020
 Term of Service: 36 months
 Total Profiles: 105
 Total Agents:

213 N Main St, Republic, Missouri, 65738, USA						
Service Monthly Commitment						
	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
Mitel Services						
Profiles						
MiCloud Connect Essentials Profile	\$29.99	19	\$569.81	\$18.00	\$227.81	\$342.00
MiCloud Connect Premier Profile	\$37.99	0	\$0.00	\$22.79		\$0.00
MiCloud Connect Elite Profile	\$54.99	0	\$0.00	\$32.99		\$0.00
Options						
MiCloud Connect Email-Fax Box (includes 500 pages)	\$10.00	1	\$10.00	\$10.00		\$10.00
Hardware						
6930 IP Phone Rental - Promotional	\$0.00	18	\$0.00	\$0.00		\$0.00
Discount						
Integrated DECT Headset (NA)	\$6.00	0	\$0.00	\$6.00		\$0.00
Rental						
RFP 12 Single Cell Base Station (NA)	\$5.00	1	\$5.00	\$5.00		\$5.00
Rental						
112 DECT Phone, Universal (w/Charger) Rental	\$5.00	4	\$20.00	\$5.00		\$20.00
M695 PKM Rental	\$4.00	10	\$40.00	\$4.00		\$40.00
Implementation Services						
JumpStart	\$0.00	19	\$0.00	\$0.00		\$0.00
Service Monthly Commitment Total:						\$417.00

One-Time Charges						
	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
Mitel Services						
Profiles						
Options						
MiCloud Connect Email-Fax Box (includes 500 pages)	\$3.00	1	\$3.00	\$3.00		\$3.00
Hardware						
Implementation Services						
JumpStart	\$50.00	19	\$950.00	\$0.00	\$950.00	\$0.00
One-Time Total:						\$3.00

701 U.S. Hwy 60 W, Republic, MO, 65738-1063, USA

Service Monthly Commitment

	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
Mitel Services						
Profiles						
MiCloud Connect Essentials Profile	\$29.99	10	\$299.90	\$18.00	\$119.90	\$180.00
Hardware						
6930 IP Phone Rental - 3 Year	\$0.00	8	\$0.00	\$0.00		\$0.00
Promotional Discount						
RFP 12 Single Cell Base Station (NA)	\$5.00	2	\$10.00	\$5.00		\$10.00
Rental						
112 DECT Phone, Universal (w/Charger) Rental	\$5.00	2	\$10.00	\$5.00		\$10.00
Implementation Services						
JumpStart	\$0.00	10	\$0.00	\$0.00		\$0.00
Service Monthly Commitment Total:						\$200.00

One-Time Charges

	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
Mitel Services						
Profiles						
Hardware						
Implementation Services						
JumpStart	\$50.00	10	\$500.00	\$0.00	\$500.00	\$0.00
One-Time Total:						\$0.00

540 Civic Blvd, Republic, MO, 65738, United States

Service Monthly Commitment

	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
Mitel Services						
Profiles						
MiCloud Connect Essentials Profile	\$29.99	24	\$719.76	\$18.00	\$287.76	\$432.00
Hardware						
6930 IP Phone Rental - 3 Year	\$0.00	24	\$0.00	\$0.00		\$0.00
Promotional Discount						
Implementation Services						
JumpStart	\$0.00	24	\$0.00	\$0.00		\$0.00
Service Monthly Commitment Total:						\$432.00

One-Time Charges

	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
Mitel Services						
Profiles						
Hardware						
Implementation Services						
JumpStart	\$50.00	24	\$1,200.00	\$0.00	\$1,200.00	\$0.00
One-Time Total:						\$0.00

711 E. Miller Rd., Republic, MO, 65738, United States

Service Monthly Commitment

	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
Mitel Services						
Profiles						
MiCloud Connect Essentials Profile	\$29.99	19	\$569.81	\$18.00	\$227.81	\$342.00
Options						
MiCloud Connect Email-Fax Box (includes 500 pages)	\$10.00	1	\$10.00	\$10.00		\$10.00
Hardware						
6930 IP Phone Rental - 3 Year	\$0.00	14	\$0.00	\$0.00		\$0.00
Promotional Discount						
RFP 12 Single Cell Base Station (NA)	\$5.00	1	\$5.00	\$5.00		\$5.00
Rental						
112 DECT Phone, Universal (w/Charger) Rental	\$5.00	5	\$25.00	\$5.00		\$25.00
Implementation Services						
JumpStart	\$0.00	19	\$0.00	\$0.00		\$0.00
Service Monthly Commitment Total:						\$382.00

One-Time Charges

	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
Mitel Services						
Profiles						
Options						
MiCloud Connect Email-Fax Box (includes 500 pages)	\$3.00	1	\$3.00	\$3.00		\$3.00
Hardware						
Implementation Services						
JumpStart	\$50.00	19	\$950.00	\$0.00	\$950.00	\$0.00
One-Time Total:						\$3.00

221 N Main Ave, Republic, MO, 65738, United States

Service Monthly Commitment

	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
Mitel Services						
Profiles						
MiCloud Connect Essentials Profile	\$29.99	10	\$299.90	\$18.00	\$119.90	\$180.00
Options						
MiCloud Connect Email-Fax Box (includes 500 pages)	\$10.00	1	\$10.00	\$10.00		\$10.00
Hardware						
6930 IP Phone Rental - 3 Year	\$0.00	10	\$0.00	\$0.00		\$0.00
Promotional Discount						
Implementation Services						
JumpStart	\$0.00	10	\$0.00	\$0.00		\$0.00
Service Monthly Commitment Total:						\$190.00

One-Time Charges

	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
Mitel Services						
Profiles						
Options						
MiCloud Connect Email-Fax Box (includes 500 pages)	\$3.00	1	\$3.00	\$3.00		\$3.00
Hardware						
Implementation Services						
JumpStart	\$50.00	10	\$500.00	\$0.00	\$500.00	\$0.00
One-Time Total:						\$3.00

204 N Main Ave, Republic, MO, 65738, United States

Service Monthly Commitment

	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
Mitel Services						
Profiles						
MiCloud Connect Essentials Profile	\$29.99	14	\$419.86	\$18.00	\$167.86	\$252.00
Options						
MiCloud Connect Email-Fax Box (includes 500 pages)	\$10.00	1	\$10.00	\$10.00		\$10.00
Hardware						
6930 IP Phone Rental - 3 Year Promotional Discount	\$0.00	13	\$0.00	\$0.00		\$0.00
Integrated DECT Headset (NA) Rental	\$6.00	1	\$6.00	\$6.00		\$6.00
RFP 12 Single Cell Base Station (NA) Rental	\$5.00	1	\$5.00	\$5.00		\$5.00
112 DECT Phone, Universal (w/Charger) Rental	\$5.00	1	\$5.00	\$5.00		\$5.00
Implementation Services						
JumpStart	\$0.00	14	\$0.00	\$0.00		\$0.00
Service Monthly Commitment Total:						\$278.00

One-Time Charges

	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
Mitel Services						
Profiles						
Options						
MiCloud Connect Email-Fax Box (includes 500 pages)	\$3.00	1	\$3.00	\$3.00		\$3.00
Hardware						
Implementation Services						
JumpStart	\$50.00	14	\$700.00	\$0.00	\$700.00	\$0.00
One-Time Total:						\$3.00

911 N West Ave, Republic, MO, 65738, United States

Service Monthly Commitment

	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
Mitel Services						
Profiles						
MiCloud Connect Essentials Profile	\$29.99	4	\$119.96	\$18.00	\$47.96	\$72.00
Hardware						
6930 IP Phone Rental - 3 Year	\$0.00	4	\$0.00	\$0.00		\$0.00
Promotional Discount						
Implementation Services						
JumpStart	\$0.00	4	\$0.00	\$0.00		\$0.00
Service Monthly Commitment Total:						\$72.00

One-Time Charges

	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
Mitel Services						
Profiles						
Hardware						
Implementation Services						
JumpStart	\$50.00	4	\$200.00	\$0.00	\$200.00	\$0.00
One-Time Total:						\$0.00

3425 E. Sawyer Rd., Republic, MO, 65738, United States

Service Monthly Commitment

	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
Mitel Services						
Profiles						
MiCloud Connect Essentials Profile	\$29.99	5	\$149.95	\$18.00	\$59.95	\$90.00
Hardware						
6930 IP Phone Rental - 3 Year	\$0.00	5	\$0.00	\$0.00		\$0.00
Promotional Discount						
Implementation Services						
JumpStart	\$0.00	5	\$0.00	\$0.00		\$0.00
Service Monthly Commitment Total:						\$90.00

One-Time Charges

	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
Mitel Services						
Profiles						
Hardware						
Implementation Services						
JumpStart	\$50.00	5	\$250.00	\$0.00	\$250.00	\$0.00
One-Time Total:						\$0.00

Business Terms and Conditions (“Business Terms”):

1. This Service Order is Mitel Confidential Information and is valid for acceptance by Customer for thirty (30) days from the date issued.
2. During the Service Term, Customer may increase the number of Entitlements for the Cloud Services described in this Service Order as set out in Section 7.3 of the Global Terms of Service (“GTOS”), at the Services Fees set out on the Service Order. To add Entitlements for Cloud Services not originally quoted on the Service Order, such additions will be at Mitel’s list price for such, or as otherwise accepted by Customer in the online portal at the time such Entitlements are added. A one-time implementation fee of \$50.00 will be assessed per User (as defined in the GTOS) added.
3. During the Service Term, Customer shall not be allowed to decrease Entitlements for Cloud Services below the quantity contracted on this Service Order, unless Customer terminates this Service Order (which may incur an early termination fee) and enters into a new Service Order to reflect the updated number of Entitlements and associated Service Fees, if applicable agrees upon new terms, including pricing, on a new Service Order.
4. Implementation Packages include Local Number Porting (LNP) for the first two (2) invoices for each Site. LNP for each additional invoice is \$250 USD per Site.
5. Customer acknowledges that the Service Fees described in this Service Order do not include, and Customer is responsible for:
 - a. Taxes, Fees and Surcharges. Any and all applicable taxes, fees and surcharges as including without limitation those described at <https://oneview.mitel.com/s/article/Taxes-Fees-and-Surcharges>.
 - b. Shipping. Shipping costs for Hardware, which shall be invoiced separately.
 - c. Usage. Calls outside contiguous United States and Canada, premium-rate telephone numbers (e.g., Directory assistance calls, 900 numbers, etc.) and toll-free inbound calls are billed on a usage basis.
6. Customer will be invoiced in advanced for non-usage based Service Fees and in arrears at the end of each month for usage-based Service Fees.
7. Provided that Customer executes this Service Order prior to expiration of the offer as described in Section 1 of these Business Terms, Customer shall be entitled to the promotional discount on (i) the 6930 Hardware rentals as described in this Service Order during the Initial Service Term (“Hardware Promotional Pricing”); and (ii) Essentials profiles as described on this Service Order during the Service Term. Customer acknowledges that the Hardware Promotional Pricing will not apply to Add-Ons or Renewal Service Terms. During Renewal Service Terms, or for Add-Ons pursuant to this Service Order, Customer shall be entitled to a discount equal to 39.98% off Mitel list price for 6930 Hardware rentals.
8. All products and services described in this Service Order are subject to the GTOS detailed at <https://www.mitel.com/legal/mitel-cloud-services-terms-and-conditions>, and incorporated herein by reference. Execution of this Service Order by Customer shall constitute Customer’s acceptance of such GTOS and notice to Mitel to proceed as described in this Service Order.

For a full description of the Implementation Services included in JumpStart, please reference the [JumpStart Service Description](#)

Agreed and Accepted

Customer

Authorized Signature*

Date

Name and Title

*I confirm I am authorized to sign on behalf of Customer.

EMERGENCY SERVICES NOTICE

Definitions. Terms not otherwise defined in this notice are as defined in the Global Terms of Service located at: <https://www.mitel.com/legal/mitel-cloud-services-terms-and-conditions>.

Limitations Relative to Enhanced Emergency Services; Cost. Because of the unique nature of VoIP telephone calls, Emergency Services through your Cloud Services will be handled differently than traditional phone service. You acknowledge and agree that the Emergency Services provided hereunder have limitations relative to the enhanced (or similar) emergency services that are available on most traditional telephone services. Subject to the limitations set out herein, Emergency Services can be accessed, free of charge.

Emergency Services Devices and Initiation: Emergency services will only function if your User(s) are using an approved device, equipment or software and after your Service Order has been processed and you have received an emergency service confirmation. If your Users use non-approved equipment or software or attempt to call Emergency Services prior to confirmation, the Emergency Services may fail or may be forwarded to a non-public, backup emergency answering service.

Emergency Services Registration. You acknowledge and agree that it may not be possible for emergency operators and authorities to identify the actual location of a User(s) who dials Emergency Services through the Cloud Services. Where you purchase Entitlements that include our SIP Services, we will register the following as the addresses where your Users will use Cloud Services and to which Emergency Services should be dispatched by default: (i) the address(es) listed on your Service Order, and (ii) if an online portal is made available with the Cloud Services, the address(es) entered in the online portal. It is your responsibility to ensure that such default address(es) are accurate and, if changed, that you notify us of such changes either through our online portal, where available, or by contacting our support organization at least ten (10) days in advance. If emergency addresses registered are not accurate, emergency personnel (e.g. police, fire, ambulance) may be sent to the wrong address. In certain cases, an Emergency Services call may be routed to a telephone emergency dispatch center that may not normally receive Emergency Services calls from the User's registered location instead of a "traditional" wireline Emergency Services dispatch center. In this case, emergency personnel may not have the User's registered location and/or phone number on file. Regardless of whether an emergency address has been registered, Users dialing Emergency Services should always be prepared to state their location and phone number promptly and clearly to ensure that emergency operators have complete and accurate information. This is particularly important as in certain circumstances technical limitation may prevent this information from being made available to the dispatch center. If the User's registered address is different than the User's actual location, delays in handling of Customer's emergency call may be introduced and, consequently, result in fire, police or emergency personnel either not being able to find a User(s) location or significantly delay response time. Finally, you may incur additional costs, fines or other penalties, including service provider charges, resulting from improper dispatch of Emergency Services or calls to emergency service dispatchers where you and/or your Users have failed to update us with the User's correct address.

Emergency service limitations: Emergency Services will not function if (a) a VoIP device fails or is not configured properly, (b) the Cloud Services are not working for any reason including without limitation a power outage, broadband service outage, network congestion, suspension or disconnection of your Cloud Services, broadband connection failure, use of a non-native telephone number, electrical power loss, or your failure to meet our minimum technical service requirements, if applicable, or (c) where your Entitlements do not include our SIP Services, failure or disconnection of third party SIP Services. Following a power outage, you or your Users may need to reset or reconfigure your equipment prior to being able to use the Cloud Services, including dialing Emergency Services. Emergency operators and/or authorities may be unable to identify a User's phone number in order to call them back if (a) their call is unable to be completed, is dropped or is disconnected, (b) the User is unable to communicate their phone number, or (c) the Cloud Services are not operational for any reason. In such circumstances, and provided the Cloud Services are available, the User should redial Emergency Services. For technical reasons, including network congestion, it is possible that Emergency calls will produce a busy signal or will take longer to connect when compared with traditional emergency calls. When calling Emergency Services Users should not hang up until told to do so by emergency operators as emergency operators and authorities may also be unable to hold the line open in the event the User hangs up. You further acknowledge and agree (and you will cause your Users to do same) that we do not have any control over whether, or the manner in which, emergency calls using the Cloud Services are answered or addressed by any local emergency response center and we rely on third parties to assist us in routing emergency calls to local emergency response centers. Emergency services are available only within the jurisdiction in which the User is registered and the Cloud Services cannot be used to make emergency calls outside of same.

Inform other users: You are responsible for notifying, and you agree to notify, any User or potential Users of your Cloud Services of the nature and limitations of Emergency Services on the Cloud Services as described herein.

Acceptance of Limitations. You acknowledge that you have received the information regarding the limitations of our Emergency Services, understand them, and assume the risks associated with such limitations. Where your Entitlements do not include our SIP Services, you should consult your SIP Services provider to further understand Emergency Service limitations.

Accepted and Agreed

Customer:

Authorized Signature*

Printed Name and Title

Date

*I confirm I am authorized to sign on behalf of Customer

Authorized Contacts for City of Republic:

Good communication is the foundation of a great relationship. We ask that you tell us about your team so that we may begin our relationship communicating with the correct individuals. Your team may include people inside and outside your organization. Mitel partners often fill these roles for their clients.

There are five roles that must be assigned to one or many individuals on your Mitel account. Each role conveys a specific set of permissions and responsibilities for installing and managing your Mitel service. For more information on the specific roles and the permissions conveyed please visit:

Roles:

<https://oneview.mitel.com/s/article/Account-AuthorizedContacts>

Full Name	Email Address	Role <small>Please enter either DM/Super User, PM, Billing, Technical or Emergency</small>

For Role: Please enter one of DM Super user, PM, Billing, Technical or Emergency

By signing below, I authorize the listed individuals to perform the assigned roles for the indicated locations both current and future and authorize Mitel to contact the listed individuals. I understand as the default Decision Maker I can change or rescind role assignments at any time within my Mitel portal or by contacting Mitel.

Further, I understand that depending on the specific role designed I am granting the assignee access to data within our corporate phone system including, but not limited to, billing data, call detail records, call recordings, as well as authorization to make changes to call routing, configurations and contracted services.

Agreed and Accepted

Customer

Authorized Signature*

Date

Name and Title

*I confirm I am authorized to sign on behalf of Customer.

City of Republic
 May 04, 2020
 Term of Service: 36 months

Summary by Location	Monthly Charges	One-time Charges
213 N Main St, Republic, Missouri, 65738, USA	\$417.00	\$3.00
701 U.S. Hwy 60 W, Republic, MO, 65738-1063, USA	\$200.00	\$0.00
540 Civic Blvd, Republic, MO, 65738, United States	\$432.00	\$0.00
711 E. Miller Rd., Republic, MO, 65738, United States	\$382.00	\$3.00
221 N Main Ave, Republic, MO, 65738, United States	\$190.00	\$3.00
204 N Main Ave, Republic, MO, 65738, United States	\$278.00	\$3.00
911 N West Ave, Republic, MO, 65738, United States	\$72.00	\$0.00
3425 E. Sawyer Rd., Republic, MO, 65738, United States	\$90.00	\$0.00
	\$2,061.00 Total Monthly Charges	\$12.00 Total One-Time Charges

Summary by Services	Monthly Charges	One-time Charges
Circuits	\$	\$
Profiles	\$1,890.00	\$
Options	\$40.00	\$12.00
MiCloud Connect CX	\$	\$
Implementation Services	\$0.00	\$0.00
Hardware	\$131.00	\$0.00
Credits	\$	\$
Third Party Applications	\$	\$
	\$2,061.00 Total Monthly Charges	\$12.00 Total One-Time Charges

Agreed and Accepted

 Authorized Signature*

 Date

 Name and Title

*I confirm I am authorized to sign on behalf of Customer.

CONFIDENTIALITY & COPYRIGHT STATEMENT: This quote tool includes information and pricing that is highly confidential data. The tool, information, and pricing (i) is not intended for distribution except as expressly permitted herein; (ii) is and remains the proprietary property of Mitel Networks Corporation on behalf of itself or its subsidiaries or divisions (collectively "Mitel"); (iii) may not be copied except as may be necessary to fulfill the intended purpose of the tool; and (iv) is the copyright of Mitel and/or its licensor(s), with all rights reserved to the copyright owner. Any breach of confidential data or unauthorized use (of any kind) of the tool, information, or pricing will be considered an infringement of rights and may result in termination of any Mitel agreement.



PHONE SYSTEM SEALED
BIDS-5/8/20 3:00 p.m.

Bid Tabulations

<u>Company</u>	<u>Total Bid</u>	<u>Other Specifications</u>
Rayfield Communication	\$17,761.25 hosted, \$18,840.25 on premise	
Momentum Telecom	\$24.88/month/6	
Jive Communications	\$2,342.04/month	
Mitel	\$74,196 (\$2,061/month)	
Verizon	\$43,432.00 (\$32,700 service, \$10,732 equipment)	
STL Com	\$3,879.75 (60 month contract \$232,785.00)	
Pearson-Kelly	\$3,349.94-MRC (\$10,056.00 NRC)	See Statement of Work for complete details
Vertical Communications	\$1,753.95/month	



AGENDA ITEM ANALYSIS

Project/Issue Name: 20-R-14 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the Establishment of a Bank Account and Authorized Signers for the Municipal Court.

Submitted By: Debbie Parks

Date: May 19, 2020

Issue Statement

To open a Municipal Court bank account to be operated by the Municipal Court for the purpose of depositing receipts from the Show Me Court system and remitting payments with those funds.

Discussion and/or Analysis

The City will open a Municipal Court bank account in conjunction with the switch to the Show-Me-Courts system. The Office of State Courts Administration is requiring the Municipal Court to have a separate bank account for processing the receipts received through the Show-Me-Courts system. The Municipal Court bank account will be on the City of Republic's Tax ID, and the City of Republic Finance Department will have limited online access to the account. The Municipal Court will have oversight of the account and will be responsible for following established internal controls over the account. The City of Republic's Finance Department will not be responsible for the monthly reconciliation of this account. The Municipal Court will submit a completed reconciliation of the account to the City of Republic Finance Department for review. The Finance Department will not have access to the Show Me Court system once the system goes live.

In addition, the City designates individuals to act on behalf of the City in connection with banking services. To formalize the designation of signers, a resolution designating signers is being presented to City Council for approval. The Municipal Court bank account will have the following signers on the account: Ryan Ricketts, Judge and Penny Mayes, Court Clerk. Two signature line checks will be ordered and required for this account.

Recommended Action

Staff recommends approval.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,
AUTHORIZING THE ESTABLISHMENT OF A BANK ACCOUNT AND AUTHORIZED
SIGNERS FOR THE MUNICIPAL COURT**

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, in Ordinance 20-06, the Council approved an intergovernmental agreement with the Office of State Courts Administrator for the implementation of the Show-Me-Courts Court Automation Software ("Agreement"); and

WHEREAS, pursuant to the Agreement and as required by the Office of State Courts Administrator, the Municipal Court is required to have a separate bank account from the City to process receipts received through Show-Me-Courts; and

WHEREAS, pursuant to the Agreement and as required by the Office of State Courts Administrator, the Municipal Court, through the Presiding Judge and Court Clerk, will oversee this bank account and will be responsible for the funds and the reconciliation of the account; and

WHEREAS, the Municipal Court will have oversight of the account and will be responsible for following established internal controls over the account and will submit a completed reconciliation of the account to the City of Republic's Finance Department for review; and

WHEREAS, the Council deems it necessary to establish this new bank account and authorized signers for the Municipal Court pursuant to the Agreement.

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

Section 1. Bank of Missouri is hereby requested, authorized, and directed to establish a bank account for the Municipal Court of the City of Republic to process receipts received through Show-Me-Courts.

Section 2. Bank of Missouri is hereby requested, authorized, and directed to honor checks, drafts, or other orders of payment of money drawn in Municipal Court of the City of Republic's name when bearing or purporting to bear the signatures of two of the following:

Ryan Ricketts	Presiding Judge
Penny Mayes	Court Clerk

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 19th day of May 2020.

Jeff Ussery, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison
Date: 2020.05.13 14:34:39
-05'00' _____, Scott Ison, City Attorney

Final Passage and Vote: _____



AGENDA ITEM ANALYSIS

Project/Issue Name: 20-R-15 A Resolution of the City Council of the City of Republic, Missouri, Providing for Phase Two of the Covid-19 Recovery Plan for the City of Republic.

Submitted By: David Cameron, City Administrator

Date: May 19, 2020

Issue Statement

To revise the guidelines recommended in Resolution 20-R-09 to adhere to the orders issued by the State of Missouri.

Discussion and/or Analysis

Resolution 20-R-15 eliminates some of the additional guidelines issued by the City of Republic beyond the order issued by the Missouri Department of Health and Senior Services on March 13, 2020. The Resolution also indicates that the City of Republic will adopt any future orders issued by the Missouri Department of Health and Senior Services regarding COVID-19.

Recommended Action

Staff recommends approval of Resolution 20-R-15.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,
PROVIDING FOR PHASE TWO OF THE COVID-19 RECOVERY PLAN FOR THE CITY OF
REPUBLIC**

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

WHEREAS, the City has previously recognized the highly contagious nature of COVID-19, the health issues associated with it, and adopted the advice and direction given by federal, state, and local officials to combat COVID-19 in our community on March 24, 2020, in Resolution 20-R-07; and

WHEREAS, on April 27, 2020, based upon current COVID-19 data and modeling, the Missouri Department of Health and Senior Services ("DHSS") issued a new Order ("State Order") superseding the previous Stay Home Order dated April 3, 2020; and

WHEREAS, the new State Order sets forth new social distancing requirements for individuals and business to continue to combat the spread of COVID-19; and

WHEREAS, on April 27, 2020, the Governor of Missouri announced the first phase of the State's recovery plan to gradually start the reopening of economic and social activities in the State while still protecting the public from the COVID-19 threat; and

WHEREAS, on April 30, 2020, the federal social distancing guidelines expired with the purpose of leaving any further social distancing guidelines up to state and local governments; and

WHEREAS, on April 30, 2020, the City passed Resolution 20-R-09 providing for the Initial COVID-19 Recovery Plan of the City; and

WHEREAS, since April 30, 2020, the data and modeling related to COVID-19 have continued to change in our area; and

WHEREAS, The threat of COVID-19 still exists and continues to pose a health threat to our community; and

WHEREAS, large gatherings of individuals accelerate the exposure and transmission of COVID-19 and poses a health risk to our community; and

WHEREAS, the Council finds that based upon current data and modeling performed by the State of Missouri and the DHSS, the COVID-19 recommendations contained in the April 27, 2020, DHSS State Order shall be in place in the City.

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

Section 1. In accordance with the April 27, 2020, State Order issued by the Missouri Department of Health and Senior Services, "Exhibit A", as amended, attached hereto, and incorporated by reference, shall be in effect within the City l

RESOLUTION NO. 20-R-15

of Republic and shall control and supersede all prior or inconsistent Resolutions or Orders concerning COVID-19 regulations based upon the authority granted to the City under the Charter, Missouri Statutes, and the Missouri Constitution.

Section 2. Should the April 27, 2020, State Order issued by the Missouri Department of Health and Senior Services be superseded, amended or revoked by the Missouri Department of Health and Senior Services, it shall control and supersede Exhibit A.

Section 3. The City Administrator, or designee, shall determine the applicability of this Resolution on businesses or individuals.

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this 19th day of May 2020.

Jeff Ussery, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison
Date: 2020.05.19 15:26:22 -05'00', Scott Ison, City Attorney

Final Passage and Vote: _____

EXHIBIT A

1. When individuals leave their homes or places of residence to work, to access food, health care, necessities, or to engage in other activities, they should at all times practice social distancing. Individuals may go to and from an individual's place of worship, provided that limitations on social distancing are properly adhered to.
2. In accordance with the guidelines from the President and the Centers for Disease Control and Prevention (CDC), every person and business in the City shall abide by social distancing requirements, including maintaining six feet (6') of space between individuals. This provision shall not apply to family members or individuals performing job duties that require contact with other people closer than six feet (6'). Individuals performing job duties that require contact with other people closer than six feet (6') should take enhanced precautionary measures to mitigate the risks of contracting or spreading COVID-19. This provision shall apply in all situations, including, but not limited to, when customers are standing in line or individuals are using shared indoor or outdoor spaces.
3. In accordance with the guidelines from the President, the CDC, and the Centers for Medicaid and Medicare Services, people shall not visit nursing homes, long-term care facilities, retirement homes, or assisted living homes unless to provide critical assistance or in end-of-life circumstances. Elderly or otherwise vulnerable populations should take enhanced precautionary measures to mitigate the risks of contracting COVID-19.
4. Any entity that employs individuals that is engaged in retail sales to the public, shall limit the number of individuals in any particular retail location as follows:
 - (1) Twenty-five (25) percent or less of the entity's authorized fire or building code occupancy for a retail location with square footage of less than ten thousand square feet (10,000 ft²);
 - (2) Ten (10) percent or less of the entity's authorized fire or building code occupancy for a retail location with square footage of ten thousand square feet (10,000 ft²) or more.
5. Nothing contained herein shall prohibit school teachers, school staff, students, and parents from reentering school buildings in order to work, retrieve personal belongings, or return school property as long as limitations on social distancing are properly adhered to. Notwithstanding section 2 of this Exhibit, nothing contained herein shall prohibit daycares, child care providers, or schools from providing child care in accordance with CDC guidelines. Further, this does not prohibit schools from providing Food and Nutritional Services for those children that qualify.
6. Restaurants may offer dining-in services, provided that the limitations on social distancing and other precautionary public health measures, including proper spacing of at least six feet (6') between tables, lack of communal seating areas to parties that are not connected, and having no more than ten (10) people at a single table, are properly adhered to. The

RESOLUTION NO. 20-R-15

continued use of drive-thru, pickup, or delivery options is encouraged throughout the duration of this Resolution.

7. Pursuant to section 44.101, RSMo, this Resolution shall not be construed to prohibit or restrict the lawful possession, transfer, sale, transportation, storage, display, or use of firearms or ammunition during the declared state of emergency, subject to the provisions set forth herein.
8. Businesses in the City shall further be allowed to use outdoor space, including parking areas they are authorized to use, which are directly connected to the business to conduct business lawfully permitted for the business without that outdoor space being counted towards the maximum allowable square feet in this Exhibit so long as the required social distancing requirements set forth herein are met, and appropriate safety measures are taken to ensure the safety of the public in the outdoor space.
9. All publicly accessible locations not specified in section 4 of this Exhibit shall limit the number of individuals present in such publicly accessible location to only those who can safely maintain the social distancing requirements set forth herein and shall not exceed fifty (50) percent of the location's authorized fire or building code occupancy.