



AGENDA

City Council Meeting Municipal Court Building, 540 Civic Blvd June 06, 2023 at 6:00 PM

Matt Russell, Mayor
Eric Gerke, Ward I
Garry Wilson, Ward II
Christopher Updike, Ward III

Eric Franklin, Ward I
Gerry Pool, Ward II
Brandon Self, Ward III
Clint Gerlek, Ward IV

Call Meeting to Order

Opening Prayer

Pledge of Allegiance

Citizen Participation

Consent Agenda

- [1.](#) Approve May 16, 2023 City Council Minutes.
- [2.](#) Approve May Vendor List.
- [3.](#) Approve Utility Billing Adjustments.

Board, Commission, and Committee Schedule

Planning & Zoning Meeting	June 12, 2023
City Council Meeting	June 20, 2023
Board of Adjustment Meeting	July 6, 2023
Planning & Zoning Meeting	July 10, 2023
City Council Meeting	July 18, 2023

Old Business and Tabled Items

- [4.](#) 23-16 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately One Point Two Eight (1.28) Acres of Real Property Located at 1358 E. U.S. Highway 60, from Local Commercial District (C-1) and General Commercial District (C-2) to General Commercial District (C-2).

New Business (First Reading of Ordinances)

- [5.](#) 23-17 An Ordinance of the City Council Approving Execution of an Amendment to The Developer Agreement with Republic 63, LLC for the Continued Development of the Hankins Farm Planned Development District.
- [6.](#) 23-18 An Ordinance of the City Council Approving the Execution of an Intergovernmental Cooperation Agreement with the Republic R-III School District to Share the Cost of Professional Emergency Operations Services Provided by AARC Consultants, LLC.

Other Business (Resolutions)

- [7.](#) 23-R-33 A Resolution of the City Council Authorizing Execution of Memorandum of Understanding with Republic R-III School District for the City's Use of a District Bus to Accommodate Parks and Recreation Summer Events.
- [8.](#) 23-R-34 A Resolution of the City Council Authorizing Execution of an Agreement with AARC Consultants, LLC for Professional Services to Assess the City's Emergency Preparedness and Assist with Implementation of a Comprehensive Emergency Operations Plan.

Individuals addressing the Council are asked to step to the microphone and clearly state their name and address before speaking. In accordance with ADA guidelines, if you need special accommodations to attend any city meeting, please notify the City Clerk's Office at 417-732-3101 at least three days prior to the scheduled meeting. **All meetings are recorded for public viewing.**

- [9.](#) 23-R-35 A Resolution of the City Council Authorizing the Negotiation and Execution of an Agreement with Questica at Carahsoft for Compatible Data Processing Software to Assist the Finance Department with Budgeting and Forecasting.

Presentation and Discussion of Sustainability Initiative

- [10.](#) Council Member Updike's Sustainability Initiative.

Reports from Staff

Adjournment



Matt Russell, Mayor
Eric Gerke, Ward I
Garry Wilson, Ward II
Christopher Updike, Ward III

Eric Franklin, Ward I
Gerry Pool, Ward II
Brandon Self, Ward III
Clint Gerlek, Ward IV

MINUTES
City Council Meeting
Municipal Court Building, 540 Civic Blvd
May 16, 2023 at 6:00 PM

Call Meeting to Order

The regular session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Matt Russell at 6:00 p.m. Council Members present included Eric Franklin, Garry Wilson, Eric Gerke, Chris Updike, Brandon Self, Clint Gerlek, and Gerry Pool. Others in attendance were: City Administrator David Cameron, City Attorney Megan McCullough, BUILDS Administrator Karen Haynes, Police Chief Brian Sells, Police Major Jamie Burks, Assistant Parks and Recreation Director Jennafer Mayfield, Athletics Administrator Garrett Cline, Fire Chief Duane Compton, Chief of Staff Lisa Addington, Assistant City Administrator/Parks and Recreation Director Jared Keeling, Principal Planner Chris Tabor, Security and Systems Administrator Michael Sallee, Executive Assistant Jordan Furnas, GIS Manager Josh Jones, Fire Captain Tim King, Firefighter Nolan McCain, Firefighter Thomas Hall, City Clerk Laura Burbidge, Finance Director Bob Ford, and IT Director Chris Crosby.

Opening Prayer

Opening prayer was led by City Administrator David Cameron.

Pledge of Allegiance

The Pledge of Allegiance was led by Mayor Matt Russell.

Citizen Participation

Mayor Russell opened citizen participation at 6:01 p.m. Audrey Meads, 441 N Kyle Ave. expressed concern about the upcoming detour through Logan and Kyle for the roundabout at Hines and Lynn. Ms. Meads requested speed bumps and other efforts to slow drivers down to protect the children playing in the neighborhood. Mayor Russell closed citizen participation at 6:04 p.m.

Mayor's Announcements

1. Recognition of Sue Carter's National Award for her Work Along the MM Corridor.

David Cameron spoke about the commercial property secured by Ms. Carter for Mr. Lipscomb for future school facilities, a potential library, and potential City Hall land. Ms. Carter acknowledged Greg O'Neal for securing the listings, noting her client acquired the land.

2. Appoint Jeremy Mathis to the Board of Adjustment for a five-year term.

Mayor Russell presented the appointment certificate to Jeremy Mathis.

Consent Agenda

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

3. Approve April 11, 2023 City Council Minutes.

4. Approve May 2, 2023 City Council Workshop Minutes.

5. Approve Vendor List.

6. **23-R-29 A Resolution of the City Council Authorizing the City Administrator to Execute Change Orders to an Agreement with Kenton Brothers Locksmiths, Incorporated for Installation and Integration of the Gallagher Access Control System.**

Board, Commission, and Committee Schedule

Board of Adjustment Meeting	June 1, 2023
City Council Meeting	June 6, 2023
Planning & Zoning Meeting	June 12, 2023
City Council Meeting	June 20, 2023

Old Business and Tabled Items

7. **23-14 An Ordinance of the City Council Vacating Approximately Eight Thousand Four Hundred and Forty-Three (8,443) Square Feet of Unoccupied Utility Easements at the 3000 Block of East Sawyer Road (VACA-003).**

Motion was made by Council Member Updike and seconded by Council Member Franklin to have the second reading of Bill 23-14 by title only. The vote was 7 Aye-Franklin, Gerke, Gerlek, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor was available to answer questions. Council Member Wilson motioned for the passage of Bill 23-14. Council Member Updike seconded. A roll call vote was taken digitally. The vote was 7 Aye-Franklin, Gerke, Gerlek, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

8. **23-15 An Ordinance of the City Council Vacating Approximately Five Hundred Thirty Seven (537) Square Feet of Utility Easement Owned by Republic 63, LLC at the 3000 Block of East Sawyer Road (VACA-004).**

Motion was made by Council Member Franklin and seconded by Council Member Updike to have the second reading of Bill 23-15 by title only. The vote was 7 Aye-Franklin, Gerke, Gerlek, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor was available to answer questions. Council Member Updike motioned for the passage of Bill 23-15. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 7 Aye-Franklin, Gerke, Gerlek, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

New Business (First Reading of Ordinances)

9. **23-16 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately One Point Two Eight (1.28) Acres of Real Property Located at 1358 E. U.S. Highway 60, from Local Commercial District (C-1) and General Commercial District (C-2) to General Commercial District (C-2).**

Motion was made by Council Member Self and seconded by Council Member Updike to have the first reading of Bill 23-16 by title only. The vote was 7 Aye-Franklin, Gerke, Gerlek, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor provided an overview of the bill. Mayor Russell reminded Council that this is a first read and to get with staff prior to the next meeting with any questions.

Other Business (Resolutions)

10. **23-R-30 A Resolution of the City Council Approving a Preliminary Plat for Greenfield Estates, a Residential Subdivision Consisting of Approximately 23.48 Acres Located near 7628 West Farm Road 174 in Republic, Missouri.**

Motion was made by Council Member Wilson and seconded by Council Member Updike to approve Resolution 23-R-30. Chris Tabor provided an overview of the Resolution. The vote was 6 Aye-Franklin, Gerke, Gerlek, Self, Updike, and Wilson. 1 Nay-Pool. Motion Carried.

11. 23-R-31 A Resolution of the City Council Authorizing Disposal of Approximately 0.3 Acres of City-Owned Real Property Located at 325 West Mill Street and Authorizing the City Administrator to Execute the Necessary Documentation to Effect Sale of the Property to the Highest Bidder Danny Lambert.

Motion was made by Council Member Updike and seconded by Council Member Franklin to approve Resolution 23-R-31. Laura Burbridge provided an overview of the Resolution. The vote was 7 Aye-Franklin, Gerke, Gerlek, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

12. 23-R-32 A Resolution of the City Council Authorizing the City's Purchase of Approximately 9.9 Acres and Authorizing the City Administrator to Execute the Real Estate Sale Agreement and Other Necessary Documents to Complete Such Purchase.

Motion was made by Council Member Updike and seconded by Council Member Franklin to approve Resolution 23-R-32. Duane Compton provided an overview of the Resolution. The vote was 7 Aye-Franklin, Gerke, Gerlek, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

Finance Report

Bob Ford presented the May Finance Report.

Reports from Staff

City Administrator David Cameron reported the construction at Lynn and Hines starts May 30th, after school is out. Mr. Cameron noted Hines Street will also have additional sidewalks in the future as promised as part of the 2017 Capital Improvement Sales Tax. Mr. Cameron noted when we did Oakwood and Hines, it was 2-1 with people complaining more about the speedbumps than the increased neighborhood traffic.

City Administrator David Cameron thanked Representative Bishop Davidson for attending the meeting. Mr. Cameron announced he heard from Senator Trent today that the \$25 million allocation has been included in the budget and is currently on the Governor's desk. Representative Davidson collaborated closely with Senator Trent on this as well as Senator Hough, Representative Cody Smith, and Representative Dirk Deacon. Mr. Cameron cautioned it is still subject to the Governor's signature to obtain the funding for the sewer improvements. Mr. Cameron added we have leaned on Representative Davidson for wisdom when visiting the Capitol, adding he looks forward to seeing that in June.

City Administrator David Cameron reported Governor Parson was in town last week touring the Convoy of Hope site. Mr. Cameron added Convoy of Hope is excited about us participating with them and offered tours for the city staff. Mr. Cameron acknowledged they were looking at multiple potential sites for their headquarters, but they appreciate being in Republic. Mr. Cameron announced the Convoy of Hope groundbreaking ceremony is scheduled for October 5th, with all city staff invited. Mr. Cameron commended staff for the work done on that development, adding during the discussion with the Governor, the Convoy of Hope staff mentioned how much the city participated and assisted throughout the process.

City Administrator David Cameron noted that tonight's Administrator's Report included a sustainability initiative developed by Council Member Updike and encouraged everyone to read his report. Mr. Cameron noted this goes back to engaging the Mayor and Council to get ideas and feedback. Mr. Cameron noted his appreciation for Mr. Updike taking a different look at things.

City Administrator David Cameron asked members of the Leadership Advisory Board (LAB) to raise their hands for Council to identify them. Mr. Cameron thanked them for attending Council. Mr. Cameron reported they have discussed the Charter, finances, city priorities, and are working on a Main Street initiative.

City Administrator David Cameron updated Council on the Premier Site located north on MM, noting we worked with the State for the site with the legacy owners, Garrett property. Mr. Cameron noted Representative Davidson participated and Karen Haynes did a fantastic job working with the state to get the property listed as a Premiere Site. Mr. Cameron noted there are non-disclosure agreements with the property owners for potential businesses, but we are not involved in those. Mr. Cameron added we will continue to work with the State for infrastructure to support it.

City Administrator David Cameron welcomed Curt Cook, a resident active in the Chamber and region, who created a video for us in collaboration with Jennafer Mayfield and Jared Keeling. The video was played for Council as a premier. Mr. Cameron thanked Mr. Cook for the great work.

City Administrator David Cameron turned to Council Member Updike to present his initiative as attached in the Administrator's Report. Mr. Updike encouraged everyone to read the initiative, which was inspired by his trainings through the Missouri Municipal League.

Council Member Franklin congratulated Ms. Carter and thanked Jeremy Mathis for serving on the Board of Adjustment. Mr. Franklin noted he loves seeing involvement and appreciated them coming, adding he appreciated the citizen speaking on the roundabout. Mr. Franklin thanked staff for the sign on Oakwood and Hines letting people know the roundabout was coming.

Mayor Russell noted it is easy to get caught up in Bob Ford's numbers in the Finance Report. Mayor Russell added it is understandable to hear from citizens on the roundabout, adding he got an email from a citizen with a car parked in front of her home for weeks and she was mad. He got with Karen and staff were able to get it moved within hours. As we hear about these big things, it is important to remember we are doing little things that are incredibly big in people's lives. Mayor Russell expressed his appreciation for the staff's work to help him resolve these issues, adding staff are on the ball and respond right away.

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

1. RSMo 610.021.1 Pending and/or potential litigation. Closed session. Closed vote. Closed record.
2. RSMo 610.021.12 Any documents related to a negotiated contract until a contract is executed. Closed session. Closed vote. Closed record.
3. RSMo 610.021.3 Hiring, firing, promotion, or disciplining personnel. Closed session. Closed vote. Closed record.
4. RSMo 610.021.13 Individually identifiable personnel records, performance ratings or records pertaining to employees. Closed session. Closed vote. Closed record.

Motion was made by Council Member Franklin and seconded by Council Member Updike at 7:10 p.m. to go into Executive Session under RSMo 610.021.1 Pending and/or potential litigation. Closed session. Closed vote. Closed record, RSMo 610.021.12 Any documents related to a negotiated contract until a contract is executed. Closed session. Closed vote. Closed record, RSMo 610.021.3 Hiring, firing, promotion, or disciplining personnel. Closed session. Closed vote. Closed record and RSMo 610.021.13 Individually identifiable personnel records, performance ratings or records pertaining to employees.

Closed session. Closed vote. Closed record. A roll call vote was taken. The vote was 7 Aye – Wilson, Updike, Gerlek, Self, Franklin, Gerke, and Pool. 0 Nay. Motion carried.

Motion was made by Council Member Franklin and seconded by Council Member Updike to adjourn the Executive Session Meeting at 7:26 p.m. A roll call vote was taken. The vote was 7 Aye – Franklin, Updike, Self, Wilson, Pool, Gerke, and Gerlek. 0 Nay. Motion carried.

ATTEST:

Laura Burbridge, City Clerk

Matt Russell, Mayor

DRAFT



City of Republic

Item 2.

Vendor Audit Report

For Date Range 05/01/2023 - 06/30/2023

Vendor	Added	Added User	Deleted	Deleted User
08062 - Trojan Technologies Group ULC	05/01/2023	SHERRI WOODS		
08064 - Michelle M Mainor	05/04/2023	SHERRI WOODS		
08065 - Baron Psychology LLC	05/04/2023	SHERRI WOODS		
08066 - Noah Aust	05/04/2023	SHERRI WOODS		
08067 - TLG Leasing Inc	05/10/2023	SHERRI WOODS		
08068 - New Vista Property Owners Assoc Inc	05/11/2023	SHERRI WOODS		
08069 - Dustin J Walker	05/11/2023	SHERRI WOODS		
08070 - Jim E Henderson	05/11/2023	SHERRI WOODS		
08071 - National Assoc of Computer Voice Stress Analysts	05/12/2023	SHERRI WOODS		
08072 - Triple T Fab	05/15/2023	SHERRI WOODS		
08073 - Foundation Capital Resources Inc	05/16/2023	SHERRI WOODS		
08075 - Tracer Electronics LLC	05/17/2023	SHERRI WOODS		
08076 - Jason Speer	05/18/2023	SHERRI WOODS		
08077 - Eileen K Speer	05/18/2023	SHERRI WOODS		
08078 - Judy Miller	05/18/2023	SHERRI WOODS		
08079 - Zone 1 LLC	05/22/2023	SHERRI WOODS		
08080 - BME Fabrications LLC	05/26/2023	SHERRI WOODS		

Vendor Count: (17)



Utility Billing Adjustments

Date	Customer	Overread/Leak	Leak In	Water Gallons Adjusted	Amount Adjusted	Sewer Gallons Adjusted	Amount Adjusted
2/7/2023	Karla/Mike Ray	Leak	Service line	14010	50.32	33830	377.88
2/15/2023	Toni Pickens	Leak	Busted pipe	11180	40.15	22360	249.76
2/16/2023	Marilyn Hughes/Blaine Hobbs	Leak	Toilet	4583	16.46	4583	51.19
2/16/2023	Caleb/Miranda Nichols	Leak	Outside spigot	1,860	6.68	3,720	41.55
2/16/2023	Sergiy/Alla Pyatenko	Leak	Service line	12838	46.11	25677	286.81
2/16/2023	Timothy Detherow	Leak	Leak under house	5,966	21.43	11,933	133.29
2/18/2023	Leslie Schwab	Leak	Leak under house	5,700	20.47	11,400	127.34
2/18/2023	Leslie Schwab	Leak	Leak under house	6,050	21.73		
2/17/2023	Chad Heimer	Leak	Service line	2,216	7.96	4,433	49.52
2/21/2023	Dallas Ponder	Leak	Busted pipe	20,298	72.89	40,597	453.47
2/21/2023	Timothy J Oconnor	Leak	Leak under house	20,133	72.31	40,267	449.78
2/24/2023	Bach Nguyen	Leak	Toilet	32,395	116.34	32,395	361.85
2/28/2023	Ruth Calvin	Leak	Service line	31,060	111.54	62,120	693.88
3/3/2023	Fidelity Title Agency	Leak	Busted pipe	12,850	49.91	25,700	287.07
3/15/2023	Caleb/Miranda Nichols	Leak	Outside spigot	1,105	4.25	2,210	33.57
3/15/2023	Sonic	Leak	Glycol System Leak	39,966	143.52	79,933	892.85
3/15/2023	Channing/Courtney Peak	Leak	Busted pipe	17,481	62.77	34,963	390.54
3/16/2023	Amee Bayless	Leak	Outside spigot	2,191	8.42	4,383	66.58
3/20/2023	Maria/Rodolfo Canul	Leak	Service line	4,283	15.38	8,567	95.69
3/20/2023	Maria/Rodolfo Canul	Leak	Service line	7,833	28.13	15,667	175.00
3/20/2023	Donald Moye	Leak	Hot water heater leak	638	2.29	638	7.13
3/20/2023	Larry/Wendy Thomas	Leak	Service line	36,468	130.97		
3/24/2023	Elizabeth/Kevin Gaines	Leak	Toilet	7,916	30.42	7,916	120.25
3/28/2023	Holly Tucker	Leak	Toilet	8,766	33.69	8,766	133.16
3/28/2023	Robert McMillin	Leak	Busted pipe	12,040	46.27		
3/28/2023	Robert McMillin	Leak	Busted pipe	6,760	25.99		



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-16 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately One Point Two Eight (1.28) Acres of Real Property Located at 1358 E. U.S. Highway 60, from Local Commercial District (C-1) and General Commercial District (C-2) to General Commercial District (C-2).

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: June 6, 2023

Issue Statement

BRG Republic Prop LLC has applied to change the Zoning Classification of approximately 1.28 acres of property located at 1358 East US Highway 60 from Local Commercial (C-1) to General Commercial (C-2). The property is currently split-zoned between Local Commercial (C-1) and General Commercial (C-2). The portion requiring rezoning is approximately .71 acres.

Discussion and/or Analysis

The property subject to this Rezoning Application consists of approximately 1.28 acres of land located at 1358 East US Highway 60; the property is currently vacant.

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 and commercial 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**.

- **Goal:** Recognize potential infill sites as opportunities for development, while mitigating impacts to adjacent, established properties.
 - **Objective:** Support the development of vacant parcels as opportunities for densification that is harmonious with surrounding development.

The Rezoning of this parcel is consistent with City's Adopted Plans.

The general trend in the vicinity of the subject property consists of highway commercial uses of varying intensities.



Compatibility with Surrounding Land Uses

The subject property is adjacent to Aldi grocers to the northeast and Arby's to the southwest.

The General Commercial (C-2) Zoning District is intended to allow less restrictive retail and service-related businesses.

Capacity to Serve Potential Development and Land Use

Municipal Water and Sewer Service:

Development of the property will require connecting to existing municipal water and sewer mains located near the property. Both an 8-inch water main and an 8-inch gravity sewer main are located on, or in adjacent right-of-way of, the subject parcel. The sanitary sewer will flow from the site to the McElhaney and Shuyler Creek Lift Stations before it is pumped to the Wastewater Treatment Facility.

The water system, named Lift Station, and Wastewater Treatment Facility currently have capacity to serve the intended use.

Transportation:

The property will have access from North Republic Commons Dr. No access will be granted from US Hwy 60.

A Traffic Impact Study (TIS) was not required for the Rezoning Application. As a substantial portion of the subject property is already zoned General Commercial (C-2), the waiving of the TIS is in line with City policy.

Floodplain: The subject parcel **does not** contain any areas of Special Flood Hazard Area (Floodplain).

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

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, compatible with surrounding land uses, and able to be adequately served by municipal facilities**. 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 APPROVING AMENDMENT OF THE ZONING CLASSIFICATION OF APPROXIMATELY ONE POINT TWO EIGHT (1.28) ACRES OF REAL PROPERTY LOCATED AT 1358 E. U.S. HIGHWAY 60, FROM LOCAL COMMERCIAL DISTRICT (C-1) AND GENERAL COMMERCIAL DISTRICT (C-2) TO GENERAL COMMERCIAL DISTRICT (C-2)

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

WHEREAS, the City's BUILDS Department received an Application for an amendment to the Zoning Code and Official Zoning Map by rezoning certain real property consisting of approximately 1.28 acres, located at 1358 E. Highway 60 in Republic, Missouri ("the Property"), from a combination of Local Commercial District (C-1) and General Commercial District (C-2) to General Commercial District (C-2); and

WHEREAS, the City submitted the Application to the Planning and Zoning Commission ("Commission") and set a public hearing before the Commission for May 8, 2023; and

WHEREAS, the City published notice of the time and date of the public hearing at least fifteen (15) days in advance, on April 19, 2023, in the *Greene County Commonwealth*, a newspaper of general circulation in the City; and

WHEREAS, the City gave notice of the Application and public hearing to the record owners of all real properties within 185 feet of the Property; and

WHEREAS, the Commission conducted the public hearing on May 8, 2023, at which all interested persons and entities were afforded the opportunity to present evidence or statement, and after which the Commission rendered written findings of fact and submitted those along with its recommendations to the Council; and

WHEREAS, the Commission, by a vote of 4 Ayes to 0 Nays, recommended the approval of the Application; and

WHEREAS, the Application was submitted to the Council for first read at its regular meeting on May 16, 2023, and submitted for second read at its regular meeting on June 6, 2023, after which the Council voted to approve the Application 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: The Zoning Code and Official Zoning Map are hereby amended to reflect the rezoning of the real property consisting of approximately 1.28 acres located at 1358 E. Highway U.S. 60 in Republic, Missouri, more fully identified in the legal description below, from a combination of Local Commercial District (C-1) and General Commercial District (C-2) to wholly General Commercial District (C-2):

ALL OF LOT TWO (2), OF THE ADMINISTRATIVE REPLAT OF LOTS ONE (1) AND TWO (2) IN REPUBLIC COMMONS PHASE I IN THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE

NORTHEASTERLY CORNER OF LOT 2 OF REPUBLIC COMMONS PHASE I; THENCE SOUTH 37 DEGREES 55 MINUTES 12 SECONDS WEST, ALONG AND WITH EASTERLY LINE OF LOTS 2 AND 1, SAID LINE ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF REPUBLIC COMMONS DRIVE, A DISTANCE OF 186.01 FEET TO AN IRON PIN; THENCE NORTH 51 DEGREES 55 MINUTES 02 SECONDS WEST, LEAVING SAID EASTERLY LINE, A DISTANCE OF 300.00 FEET TO AN IRON PIN ON THE WESTERLY LINE OF SAID LOT 1; THENCE ALONG AND WITH SAID WESTERLY LINE, SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 60, NORTH 38 DEGREES 03 MINUTES 26 SECONDS EAST, ALONG AND WITH THE WESTERLY LINE OF LOTS 1 AND 2, A DISTANCE OF 186.02 FEET TO AN IRON PIN AT THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE ALONG AND WITH THE NORTHERLY LINE OF SAID LOT 2, SOUTH 51 DEGREES 54 MINUTES 55 SECONDS EAST, A DISTANCE OF 299.58 FEET TO THE POINT OF BEGINNING.

- 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 City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 4:** The provisions of this Ordinance are severable, and if any provisions hereof are declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 5:** The WHEREAS clauses above are specifically incorporated herein by reference.
- 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 _____, 2023.

Attest:

Matt Russell, Mayor

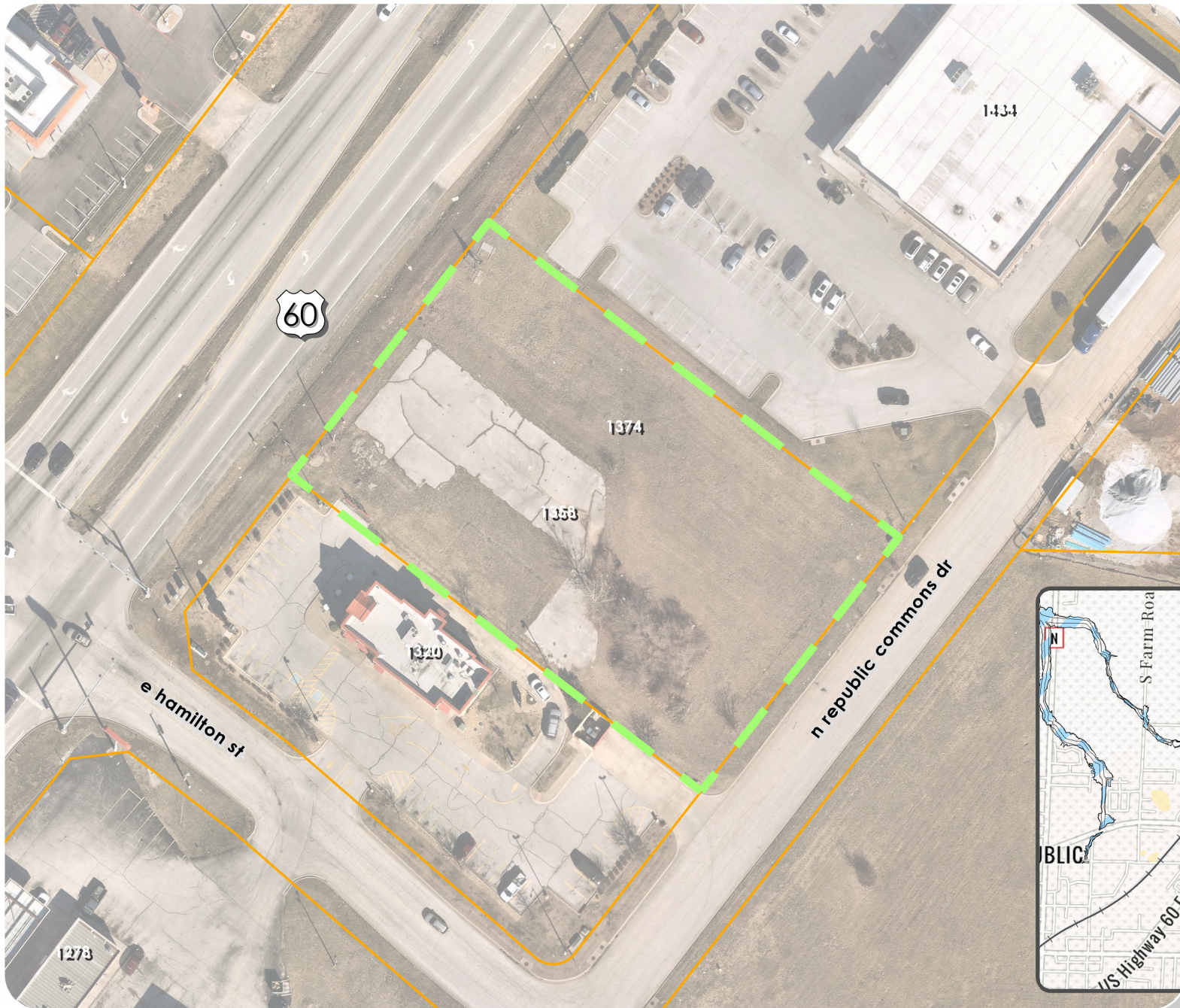
Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



Item 4.

Address

1358 E US Hwy 60

Project Rezone

Zoning

C-1, C-2

Requested Zoning

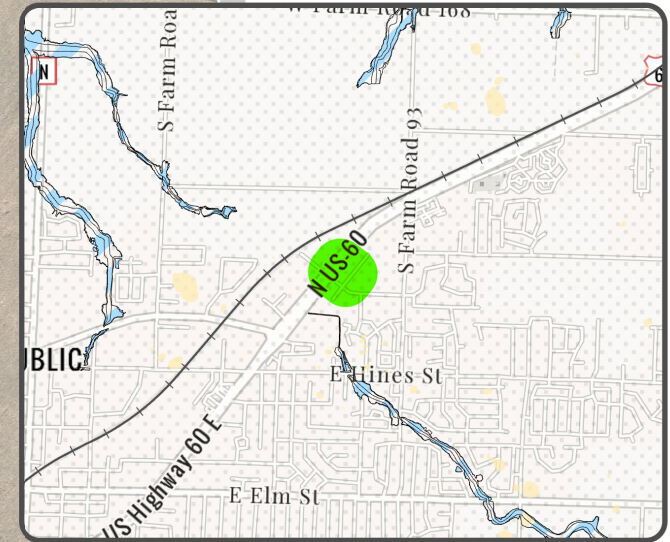
C-2

Acreage

1.3

Ward

2



REZN 23-001



Address
1358 E US Hwy 60

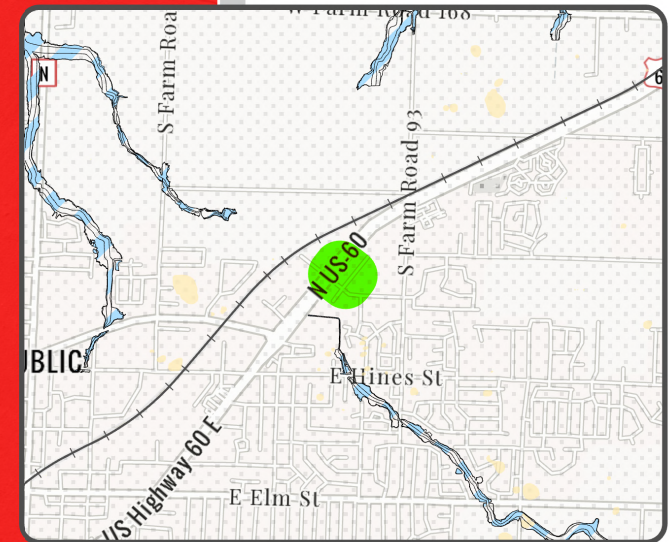
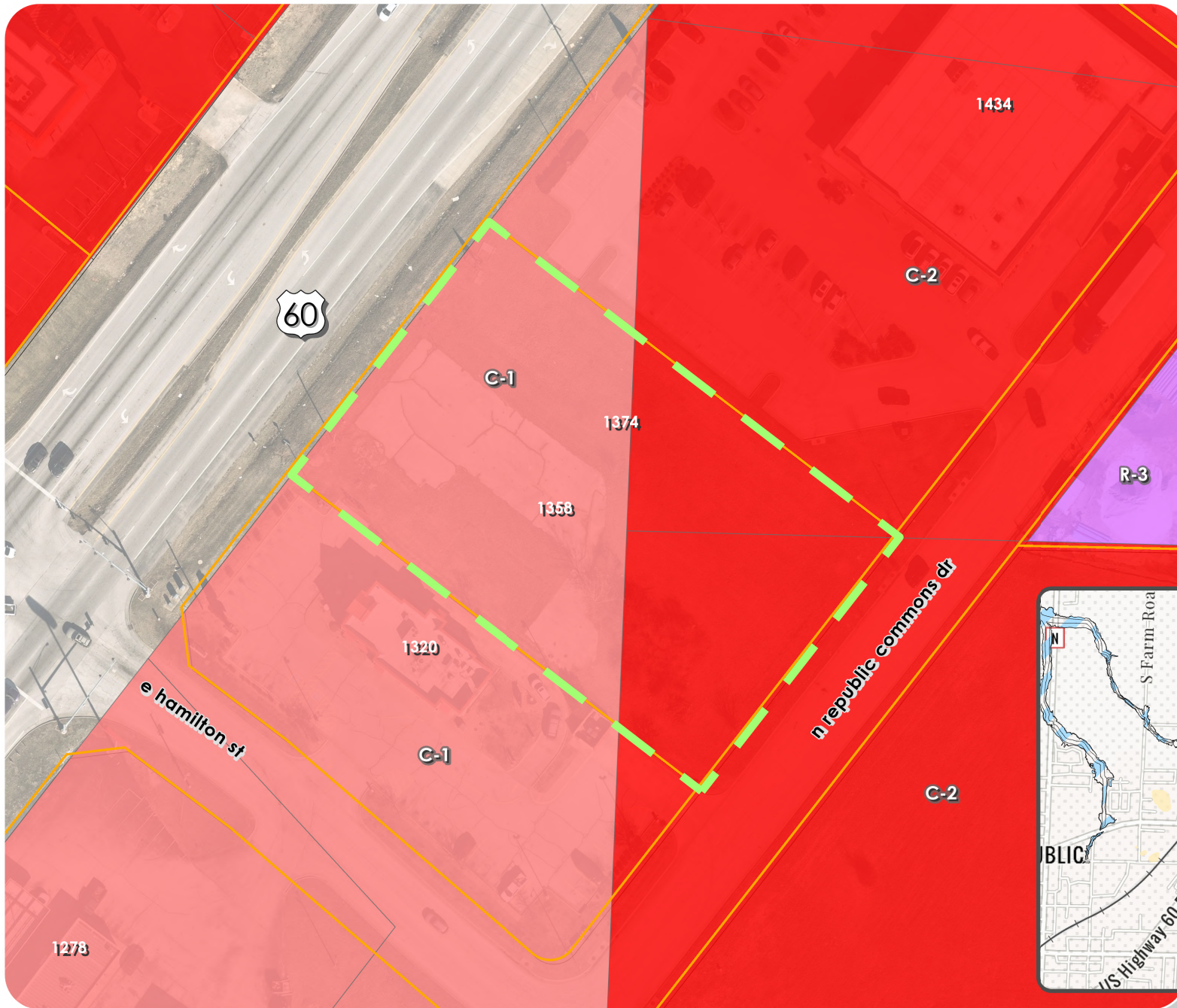
Project
Rezone

Zoning
C-1, C-2

Requested Zoning
C-2

Acreage
1.3

Ward
2



0 70 140 Feet

REZN 23-001



Findings of Fact

Date of Hearing:

05/08/2022

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

1358 E US Hwy 60 (REZN 23-001)

Location:

City Council Chambers

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

Conforming to the City's adopted Land Use Plan

☒ Yes

☐ No

Conforming to the City's adopted Transportation Plan

☒ Yes

☐ No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.)

☒ Yes

☐ No

Compatible with surrounding land uses

☒ Yes

☐ No

Able to be adequately served by municipal infrastructure

☒ Yes

☐ No

Aligned with the purposes of RSMo. 89.040

☒ Yes

☐ No

Statement of Relevant Facts Found:

Based on these findings, I have concluded to recommend the application to the City Council for:

☒ Approval

☐ Denial

Commissioner Name:

CYNTHIA HYDER

Commissioner Signature:

C. Hyder

Date:

5/8/23

Findings of Fact

Date of Hearing:

05/08/2022

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

1358 E US Hwy 60 (REZN 23-001)

Location:

City Council Chambers

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

Conforming to the City's adopted Land Use Plan ☒ Yes ☐ No

Conforming to the City's adopted Transportation Plan ☒ Yes ☐ No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) ☒ Yes ☐ No

Compatible with surrounding land uses ☒ Yes ☐ No

Able to be adequately served by municipal infrastructure ☒ Yes ☐ No

Aligned with the purposes of RSMo. 89.040 ☒ Yes ☐ No

Statement of Relevant Facts Found:

Based on these findings, I have concluded to recommend the application to the City Council for:

☒ Approval ☐ Denial

Commissioner Name:

Darren Campbell

Commissioner Signature:

Darren Campbell

Date:

5-8-23

Findings of Fact

Date of Hearing:

05/08/2022

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

1358 E US Hwy 60 (REZN 23-001)

Location:

City Council Chambers

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

Conforming to the City's adopted Land Use Plan

☒ Yes

☐ No

Conforming to the City's adopted Transportation Plan

☒ Yes

☐ No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.)

☒ Yes

☐ No

Compatible with surrounding land uses

☒ Yes

☐ No

Able to be adequately served by municipal infrastructure

☒ Yes

☐ No

Aligned with the purposes of RSMo. 89.040

☒ Yes

☐ No

Statement of Relevant Facts Found:

Based on these findings, I have concluded to recommend the application to the City Council for:

☒ Approval

☐ Denial

Commissioner Name:

Tim Aellis III

Commissioner Signature:

Tim Aellis III

Date:

5/8/23

Findings of Fact

Date of Hearing:

05/08/2022

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

1358 E US Hwy 60 (REZN 23-001)

Location:

City Council Chambers

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

Conforming to the City's adopted Land Use Plan ☒ Yes ☐ No

Conforming to the City's adopted Transportation Plan ☒ Yes ☐ No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) ☒ Yes ☐ No

Compatible with surrounding land uses ☒ Yes ☐ No

Able to be adequately served by municipal infrastructure ☒ Yes ☐ No

Aligned with the purposes of RSMo. 89.040 ☒ Yes ☐ No

Statement of Relevant Facts Found:

Vacant Land neighboring Arlys + Aldis
C-1 C-2 C-1 to C-2 rezone
C-2 on parcels across streets
Consistent w/ development + can be served by surrounding amenities

Based on these findings, I have concluded to recommend the application to the City Council for:

☒ Approval

☐ Denial

Commissioner Name:

Brian Doubrava

Commissioner Signature:

Brian Doubrava

Date:

5-8-23



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-17 An Ordinance of the City Council Approving Execution of an Amendment to The Developer Agreement with Republic 63, LLC for the Continued Development of the Hankins Farm Planned Development District.

Submitted By: Garrett Brickner, Assistant BUILDS Administrator

Date: June 6, 2023

Issue Statement

Authorizing Amendment 1 of the Hankins Development Agreement.

Discussion and/or Analysis

The original developer agreement included reimbursement for installation of sanitary sewer infrastructure. As the lift station improvement was part of the City of Republic's Master Plan CIP #8, the city would be responsible for relocating the lift station and all sanitary improvements involved in the relocation. Because the city would be doing most of the work through our contractor, it was decided to have this contractor do all the sanitary sewer upgrades at Hankins at one time.

Because these improvements were already part of the city's master plan, it is appropriate for the cost of those expenses to be funded by the city and not billed to the developer. This amendment removes the cost of the additional contracted work for CIP #8 from the developer agreement.

Recommended Action

Staff recommends approval.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING EXECUTION OF AN AMENDMENT TO THE
DEVELOPER AGREEMENT WITH REPUBLIC 63, LLC FOR THE CONTINUED DEVELOPMENT OF THE
HANKINS FARM PLANNED DEVELOPMENT DISTRICT**

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

WHEREAS, Republic 63, LLC (“Developer”) is the owner and developer of real property located at 2561 South State Highway MM in Republic, Missouri, known as the Hankins Farm Business Park (“Property”); and

WHEREAS, pursuant to the PDD Development Plan for the Property, previously approved by City Council via Ordinance 22-07, Developer is currently developing the Property for future industrial purposes and use; and

WHEREAS, in or around November 2021, the City entered into a developer agreement with Developer, which the Council approved by Ordinance No. 21-68; and

WHEREAS, upon expiration of the initial agreement, the City entered into a new developer agreement with Developer, which the Council approved by Ordinance No. 22-47; and

WHEREAS, the current developer agreement (“Developer Agreement”) specifies that the City will pay for sanitary sewer improvements on the Property and be reimbursed for the same by the Developer; and

WHEREAS, pursuant to the Developer Agreement, the City completed the sanitary sewer improvement infrastructure on the Property and received reimbursement from Developer for the same; and

WHEREAS, in the course of performing its obligations under the Developer Agreement, the City determined that the sanitary sewer improvements made to the Property fell within the scope of Capital Improvement Project (CIP) #8 (the relocation of the Brookline Lift Station), for which the City had already budgeted using the City’s funds, and for which ARPA funds were additionally available; and

WHEREAS, the Parties mutually agree that the City (as opposed to Developer) is the appropriate party to bear the cost of the sanitary sewer improvements as they were part and parcel of the City’s own budgeted and approved capital improvement plan; and

WHEREAS, the City wishes to amend the Developer Agreement to reflect the changes described herein above as to the City being the responsible party for costs of the sanitary sewer improvements, which, with approval from Council via this Ordinance, will authorize the City to return the funds previously paid to the City as reimbursement by Developer for the sanitary sewer improvements; and

WHEREAS, the Council finds the First Amendment to the Developer Agreement is appropriate and necessary to reflect the terms of the agreement between the City and Developer as to payment for the sanitary sewer improvements.

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

- Section 1:** The City Administrator or his/her designee, on behalf of the City, is authorized to execute an Amendment to the Developer Agreement with Republic 63, LLC for the public improvements referenced herein, in substantially the same form as "Attachment 1" to this Ordinance.
- Section 2:** The City Administrator, or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 3:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 4:** The provisions of this Ordinance are severable, and if any provisions hereof are declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 5:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2023.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

FIRST AMENDMENT TO DEVELOPER AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPER AGREEMENT ("Amendment") is entered into by and between the City of Republic Missouri ("City") and Republic 63, LLC ("Developer") as of the latest date shown with the signatures affixed hereto below. City and Developer are sometimes referred to herein individually as the "Party" or collectively as the "Parties."

WITNESSETH:

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

WHEREAS, Developer is a Missouri Limited Liability Company; and

WHEREAS, Developer is the owner of real property in the City of Republic located at 2561 South State Highway MM, legally described in Exhibit A to the Agreement ("Property"), and is in the process of developing the Property to accommodate commercial use and operations; and

WHEREAS, the Parties entered into a Developer Agreement ("Agreement") pursuant to which the City agreed to install certain public improvements upon the Property in exchange for agreed upon consideration from Developer; and

WHEREAS, the Parties now execute this Amendment to update the terms of payment for the City's installation of specified public improvements under the Agreement, to be consistent with the Parties' mutual understandings and agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Amendments to Agreement: The Parties mutually consent to amending the Agreement in the following particulars:

Paragraph 3(c)(ii) of the Agreement is amended to read as shown below:

3. Costs of the Public Improvements:

[...]

c. Utility Public Improvements:

[...]

- ii. Sanitary Sewer Public Improvements: The City will be solely responsible for payment of costs associated with the Sanitary Sewer Improvements subject to this Agreement, includes the actual costs incurred by the City for the material expenses of the Sanitary Sewer Public Improvements, the actual expenses incurred by the City for the labor of non-City employees including contractors and subcontractors, the actual expenses incurred by the City for use of non-City owned equipment and non-City owned tools, and costs associated with utilities, transportation, taxes owed by the (including local, state and

federal), compliance with public works laws and regulations, and all other services and facilities used to complete the Sanitary Sewer Public Improvements pursuant to this Agreement. Any funds previously remitted by Developer to City for payment of the costs associated with the Sanitary Sewer Public Improvements subject to this Agreement shall be returned by City to Developer within a reasonable time following execution of this Amendment, but in no event later than ten (10) days from such execution.

[...]

2. **No Other Modification:** Except as expressly modified as set forth in Paragraph 1 of this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect without modification.

3. **Whereas Clauses:** The “Whereas” clauses stated above are expressly incorporated herein by reference as though fully set forth at length.

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

REPUBLIC 63, LLC

CITY OF REPUBLIC

Name/Title: _____

Date: _____

David Cameron, City Administrator

Date: _____

Attest:

Laura Burbridge, City Clerk

Date: _____

Approved as to Form:

Megan McCullough, City Attorney

Date: _____



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-18 An Ordinance of the City Council Approving the Execution of an Intergovernmental Cooperation Agreement with the Republic R-III School District to Share the Cost of Professional Emergency Operations Services Provided by AARC Consultants, LLC.

Submitted By: Duane Compton/Megan McCullough

Date: June 6, 2023

Issue Statement

Authorization for the City Administrator to enter into an Intergovernmental Agreement with Republic Schools for a cost share to develop an Emergency Preparedness Assessment, an Emergency Operations Plan (EOP) Update, and training the staff.

Discussion and/or Analysis

The Republic School District has agreed to pay 50% of the expenses for the AARC services to develop a city-wide emergency operations plan.

The AARC Team will provide an array of services that meet the City's needs for enhancing the existing base EOP with the most current and innovative practices. Overall assessment of the City's preparedness for emergencies will cost \$30,250. Evaluation and Update of City's current EOP will cost \$49,500. The subsequent training program will cost \$24,050. The total cost is \$103,800, with the City's share totaling \$51,900.00.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE REPUBLIC R-III SCHOOL DISTRICT TO SHARE THE COST OF PROFESSIONAL EMERGENCY OPERATIONS SERVICES PROVIDED BY AARC CONSULTANTS, LLC

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

WHEREAS, the City and the Republic R-III School District (“School District”) desire to partner with each other on obtaining professional services to evaluate and improve the emergency preparedness of the City and School District, both individually and together as a whole, by, among other things, developing a cohesive, comprehensive emergency operations plan (“EOP”) (collectively, “the Services”); and

WHEREAS, the City issued a Request for Qualifications (“RFQ”) for the Services in November of 2022, and received three responses to the RFQ; and

WHEREAS, of the three submissions in response to the RFQ, AARC Consultants, LLC (“AARC”) was determined to be the most qualified respondent to provide the Services; and

WHEREAS, the City and School District wish to execute a contract with AARC for the Services, the cost of which they have agreed to share equally between them (50% of the total cost allocated to the City and 50% of the total cost allocated to the School District); and

WHEREAS, the development and execution of a comprehensive EOP to be followed in the event of a public safety emergency at any one of the public facilities owned (or operated) by either the City or the School District will help to ensure the overall safety and wellness of the City’s residents, youth, students, and guests, in accordance with the provisions of § 70.220, RSMo. permitting cooperative agreements between governmental entities; and

WHEREAS, the Council finds that an Intergovernmental Cooperation Agreement with the School District to share the cost of the Services is in the City’s best interest as it will provide comprehensive, up-to-date emergency response protocols with cohesion between the City and School District, designed to maximize the safety and security of the City’s residents, students and guests.

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

Section 1: The City Administrator or his/her designee, on behalf of the City, is authorized to enter into an Intergovernmental Cooperation Agreement with the Republic R-III School District to share equally in the total cost of professional emergency operations services to be provided by AARC Consultants, LLC, said agreement to be in substantially the same form as that attached to this Ordinance as “Attachment 1.”

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

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2023.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT –
COST SHARING FOR SERVICES PROVIDED BY AARC CONSULTANTS, LLC**

THIS INTERGOVERNMENTAL COOPERATIVE Agreement (“Agreement”) is to facilitate cooperative action by and between the City of Republic, Missouri, a municipal corporation and home rule Charter City located in Greene County, Missouri (“Republic” and/or “City”), and the Green County Reorganized School District No. 3, also known as the Republic R-III School District (the “District”) regarding agreed upon cost apportionments for the services being provided by AARC Consultants, LLC to the City and District in connection with evaluation, development and improvement of the City’s and the District’s emergency preparedness. The City and the District are referred to together herein as “the Parties.”

WHEREAS, Section 70.220, RSMo., authorizes intergovernmental agreements between political subdivisions pursuant to which such entities may cooperate with each other regarding the planning, development, construction, acquisition, or operation of public improvements or facilities; and

WHEREAS, the Parties are each political subdivisions in the State of Missouri who own and/or operate public facilities located in the City of Republic, Missouri;

WHEREAS, the Parties are each responsible for ensuring the safety of patrons and other visitors in or around the public facilities they own and/or operate, which includes, among other things, executing a fast and effective response to public emergencies through proper execution of emergency operations plans and other emergency response protocols; and

WHEREAS, the Parties have recognized the opportunity to partner on the development and execution of a comprehensive emergency operations plan (EOP) to be followed in the event of a public safety emergency at any one or more of the public facilities owned and/or operated by either of the Parties, benefiting the overall safety and wellness of the City’s residents, youth, students, and guests, in accordance with § 70.220, RSMo.; and

WHEREAS, the Parties have entered into an agreement (“AARC Services Agreement”) with AARC Consultants, LLC (“AARC” and/or “Service Provider”) for the provision of services relating to the Parties’ emergency response operations, specifically including the assessment of the Parties’ emergency preparedness, evaluation of the Parties’ current Emergency Operations Plan(s) (EOPs) or other adopted procedures, assistance with the development of a comprehensive EOP and assistance with training the Parties’ respective personnel who would be called upon to implement the EOP in the event of an emergency (“the Services”); and

WHEREAS, the Parties wish to share the costs for the Services provided to the Parties under the AARC Services Agreement; and

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

1. **Ability to Contract.** City represents and warrants that it has the ability to enter into this Agreement and to fulfill all terms contained herein. District represents and warrants that it has the ability to enter into this Agreement and to fulfill all terms contained herein.

2. **Termination of this Agreement.** The Parties have the right to cancel this Agreement at any time for breach of contractual obligations or for convenience by providing written notice.

3. **Allocation of Cost Sharing and Payments to AARC.** The Parties agree to share in the costs and expenses incurred under the AARC Services Agreement in the following percentage allocations:

The City	50% of total incurred
The District	50% of total incurred

The above-identified shares shall apply to all fees, costs and expenses incurred for the AARC Services, as detailed in Sections 5, 6 and 9 of the AARC Services Agreement. The Parties shall each, on its own, be responsible for ensuring timely payment per Section 7.1 of the AARC Services Agreement of its respective 50% share of each invoice provided by AARC by making payment directly to AARC in an accepted form of payment and otherwise in accord with all other terms of the invoice and the AARC Services Agreement. Payments of invoices submitted by AARC shall become due in thirty (30) days pursuant to Section 7.1 of the AARC Services Agreement. In the event either the City or the District fails to make timely payment to AARC under the AARC Services Agreement and AARC imposes a penalty or other fee for such failure, the Party who failed to make payment shall bear the full cost of such penalty or other fee without regard for the division of responsibility set forth herein above.

4. **Tax Consequences.** No warranty or representation of any kind as to the tax consequences, potential or actual, if any, is made by or between the Parties under this Agreement or in connection with this Agreement.

5. **Duration of Agreement.** This Agreement shall endure for the entire time period during which services are being provided under the AARC Services Agreement and through final payment of any and all amounts due and owing under the AARC Services Agreement. Once final payment is made under the AARC Services Agreement, this Agreement shall terminate as completed.

6. **Parties are Separate Entities.** The Parties to this Agreement are each separate and independent political subdivisions of the State of Missouri, and as such, each retain their own identity and each is responsible for its own policies and activities. This Agreement shall not be construed as creating a joint venture between the Parties.

7. **Public Entity Immunity.** The Parties both preserve all immunities, sovereign, governmental and otherwise, recognized by law. Nothing in this Agreement or any transactions under this Agreement shall be construed or deemed in any way as a waiver of sovereign immunity or governmental immunity recognized under common law, state law, ordinances, regulations, the Missouri Constitution, or the United States Constitution, including but not limited to § 537.600 RSMo., *et seq.* The provision of any insurance pursuant to this paragraph, whether such insurance does or does not afford coverage to City or to District for any claim arising from or out of this Agreement or performance thereunder, shall not constitute a waiver of any defense or immunity available to the District or the City.

8. **Law and Venue.** This Agreement shall be governed by the laws of the State of Missouri. Any lawsuit, claim, or other action filed by or against one or both of the Parties to this Agreement relating in any way to the interpretation of this Agreement or to the exercise of rights and/or duties under this Agreement, shall have proper venue solely in the Circuit Court of Greene County, Missouri.

9. **Assignment.** Neither party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

10. **Severability.** A determination by a court of competent jurisdiction or other authoritative decision-making body that any clause, sentence, paragraph, section, or part of this Agreement is unconstitutional, invalid or otherwise unenforceable shall not affect in any way the validity or enforceability of the remaining clauses, sentences, paragraphs, sections or parts of this Agreement.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof, and may not be changed, modified or amended, in whole or in part, except in writing signed by the Parties.

12. **Headings.** The headings formatted in bold herein are merely for purposes of convenience and reference only, and do not constitute material terms of this Agreement.

13. **Incorporation of Whereas Clauses.** The "WHEREAS" clauses in this Agreement above are incorporated into this paragraph by reference as though fully set forth at length herein and form a material part of this Agreement.

14. **No Employment Relationship.** This Agreement shall not be construed to create any employment or agent relationship of any kind, nor shall it be construed as an agreement for the benefit of any third party, and no individual shall be entitled by virtue of this Agreement to any wages or employment benefits or compensation of any kind, including any pursuant to any employment law liability theory, such as, but not limited to: the Fair Wage and Labor Standards Act of 1938, and as subsequently amended, all Missouri statutory laws, including Workers' Compensation, or common law.

15. **No Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

16. **Execution.** The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act ("ESIGN"). The Parties hereto consent to conduct transactions by electronic means to the extent practicable and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment. Regardless of the method of delivery of executed documents, the County and the City can only execute such to the extent authorized by law, and regardless of any expressed opinion, representation, writing, or signature, by any individual or entity purporting to act on behalf of the County or the City, execution of the Agreement and any addendum can only be done as authorized by each Party's respective governing body, either directly or through their duly authorized agent of record.

17. **No Assignments Without Consent.** This Agreement may not be assigned by any Party without the prior written consent of the other Party.

18. **Public Entity and Officer Immunity and Defenses.** In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of any rights

or defenses with regard to applicable sovereign, governmental, official, or any individual immunities and any other protections or defenses as provided by federal and state constitutions, statutes, and laws. The procurement and maintenance of insurance shall not be construed as waiving any such defense otherwise available.

19. **Limitation of Damages.** Nothing in this Agreement shall be construed to create any liability on behalf of the City or the District for any direct, special, indirect, liquidated, consequential damages, or attorney fees.

20. **Contingent Upon Funds and Approval.** This Agreement is expressly contingent and conditioned upon the following: (1) the allocation of sufficient funds for City to use toward its obligations under this Agreement, (2) the allocation of sufficient funds for District to use toward its obligations under this Agreement, (3) the express approval of the City Council for the City of Republic, Missouri, demonstrable by adopted Resolution, and (4) the express approval of the Board of Education for the District. The Parties agree to obtain approval(s) of their respective governing bodies referenced herein for the allocation of estimated funds for the sharing of costs under this Agreement, as well as any other contingencies necessary to fulfill their obligations under this Agreement, prior to or concurrent with execution of this Agreement. The Parties mutually acknowledge and agree that they have no standing or right of action against the other in the event the City or the District is unable to perform its obligations under this Agreement as a result of insufficient funds or disapproval by the Parties' respective governing bodies.

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

To City:

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

To Developer:

Republic R-III School District
Attn: Dr. Matt Pearce
636 North Main Street
Republic, MO 65738

[The remainder of this page is intentionally left blank. Signatures follow on Page 5 of 5]

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

Republic R-III School District

CITY OF REPUBLIC

(Signature)

David Cameron, City Administrator

(Printed Name)

(Date)

(Title)

Attest: Laura Burbridge, City Clerk

(Date)

(Date)

Approved as to Form:

Megan McCullough, City Attorney

(Date)



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-R-33 A Resolution of the City Council Authorizing Execution of Memorandum of Understanding with Republic R-III School District for the City's Use of a District Bus to Accommodate Parks and Recreation Summer Events.

Submitted By: Jennafer Mayfield, Assistant Parks & Recreation Director

Date: June 6, 2023

Issue Statement

A resolution authorizing execution of an agreement with Republic School District for rental of a district bus.

Discussion and/or Analysis

The Republic School District has agreed to provide Republic Parks & Recreation use of a district bus through a rental program during the summer months. The bus will be utilized for field trip transportation for our Summer Adventure Camps (three weeks) and for volunteer transportation for the Republic Tiger Tri event (Saturday, July 29). This agreement allows us to remove the current school bus from our inventory, which sits idle at our Maintenance Barn most of the year.

In exchange for use of a bus, the Parks & Recreation Department will pay the district a flat fee of \$50.00/day when in use, plus fuel to be calculated at \$.50/mile. Routine maintenance is included in the daily flat fee. Any costs of non-routine maintenance/repair as a result of Parks & Recreation use would be in addition to the above rates. The final amount for daily use and fuel will be billed after the last date of use (August 10, 2023). This amount shall not exceed \$2,000.00.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH REPUBLIC R-III SCHOOL DISTRICT FOR THE CITY'S USE OF A DISTRICT BUS TO ACCOMMODATE PARKS AND RECREATION SUMMER EVENTS

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

WHEREAS, the City is in need of a school bus for the purpose of transporting participants in the City's Parks and Recreation Department camps and other summer activities to and from designated locations as part of those activities; and

WHEREAS, the Republic R-III School District ("School District") has agreed to allow the City to utilize one of its School District busses through a Memorandum of Understanding ("MOU") detailing the terms of such use; and

WHEREAS, the City will utilize the School District bus to transport Summer Adventure Camp participants and staff for a specified three-week period and to transport volunteers for the Republic Tiger Tri event held on July 29, 2023; and

WHEREAS, the School District has agreed to provide the bus in exchange for the City's payment of a flat fee of \$50.00 per day of use, plus fuel at \$0.50 per mile, which will include the cost of ordinary/routine maintenance; and

WHEREAS, under the MOU, the City would be responsible to bear the costs of any non-routine maintenance or repairs needed as the result of the City's use separate and in addition to the agreed upon rates identified in the preceding paragraph; and

WHEREAS, the Council finds it is in the best interest of the City to enter into a Memorandum of Understanding with the School District for the use of a School District bus for Republic Parks and Recreation Department activities during the summer months of 2023.

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

- Section 1.** The City Administrator and/or his designee, on behalf of the City, is authorized to enter into a Memorandum of Understanding with the Republic R-III School District for use of a School District bus, in substantially the same form as that attached hereto as "Attachment 1", at a total cost not to exceed \$2,000 without separate, additional approval from the Council.
- Section 2.** The City Administrator, or his designee(s), on behalf of the City, is authorized to take other reasonable, necessary steps to implement this Resolution.
- Section 3.** The whereas clauses are specifically incorporated herein by reference.
- Section 4.** This Resolution shall take effect after passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri,
this _____ day of _____, 2023.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** ("MOU") is entered into the ____ day of _____ 2023, by and between the City of Republic, Missouri, a municipal corporation (the "City"), and the Green County Reorganized School District No. 3, also known as the Republic R-III School District (the "District"). The City and the District are referred to together herein as "the Parties."

WITNESSETH:

WHEREAS, the District owns multiple school buses utilized for the transportation of students within the Republic School District; and

WHEREAS, the City wishes to utilize one of the busses owned by the District (the "Bus")¹ for approximately seventeen (17) days during the summer months of 2023 for public purposes, namely, transporting participants of the City's summer camps/programs to and from the designated locations and/or activities that are part of those camps/programs; and

WHEREAS, in exchange for good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the District has agreed to provide the City use of the Bus for the public purposes desired by the City, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and agreements set forth herein, District and City mutually agree as follows:

1. Payment.

- a. In exchange for use of the Bus as set forth in this MOU, the City will pay to the District a sum to be calculated upon conclusion of the City's use which will include the following: a flat rate of Fifty Dollars and Zero Cents (\$50.00) per day of use by the City, fuel to be calculated at Fifty Cents (\$0.50) per mile of actual use, and any costs of non-routine maintenance/repair required as a result of the City's use. The Parties mutually acknowledge and agree that the total amount owed under this paragraph cannot yet be determined with specificity as it is dependent upon the City's actual use. The Parties agree and acknowledge that calculation of payment owed under this MOU shall be determined using commonly accepted methods of calculation, and such final amount calculated shall be accompanied by documentation of the data input into such calculation. The Parties agree and acknowledge that in no event shall the City be liable for payment to the District for the daily flat rate or fuel costs in an amount exceeding \$2,000.
- b. Following the last day of the City's use of the Bus, slated to be August 10, 2023, the District will provide to the City an invoice for the total amount due and owing under this MOU.

¹ The Parties acknowledge that the phrase "the Bus" herein refers not to one single, particular vehicle; but rather, includes any one of the busses owned by the District and used for transportation of students to and from school, so long as the Bus provided is in safe, operable condition, and meets acceptable industry standards for size, capability and other approved uses.

- c. The City shall be responsible for making payment in full to the District within thirty (30) days of receipt of the invoice. Any amounts owed by City which remain unpaid after such time shall bear interest at a rate of nine percent (9%) per annum.

2. **Dates of Use.** The District shall make the Bus available to the City on all of the following dates:

- a. Week 1 of Summer Camp: June 12, 13, 14, & 15
- b. Week 2 of Summer Camp: July 10, 11, 12, & 13
- c. Week 3 of Summer Camp: July 24, 25, 26, & 27
- d. Tiger Triathlon: July 29
- e. Week 4 of Summer Camp: August 7, 8, 9, 10

3. **Conditions of Use.**

- a. The City shall, at all times under this MOU and otherwise, utilize the Bus solely for the public purposes specified herein and operate the same within the City of Republic and Greene County, Missouri.
- b. The City shall be solely responsible for the hiring and/or retention of the individual or individuals who will operate the Bus pursuant to the terms of this MOU; however, any such individual must also be employed as a bus driver with the District and have all licensures required by law to operate the Bus. The Parties agree and understand that, while operating the Bus on behalf of the City, the individual or individuals operating the Bus shall not be doing so in their capacity as employees of the District.
- c. The City shall be responsible for picking up the Bus from the District's Transportation Facility at the start of each day of use, and returning the Bus to the District's Transportation Facility at the conclusion of each day of use.
- d. The District shall be solely responsible for monitoring and tracking all necessary and relevant data for calculation of the amount owed by the City under this MOU; specifically including but not necessarily limited to, mileage placed on the Bus by City and damages or other repairs requiring maintenance as a result of use by City.
- e. The District shall be responsible for fueling the Bus and providing all maintenance needs to the Bus for the duration of this MOU, the cost of which shall be borne by the City; provided, the District utilizes a commonly accepted method of calculation for determining such costs and includes such calculation in the invoice it provides to City at the conclusion of use under this MOU, along with documentation of the data used in such calculation, as further specified in paragraph 1, above.
- f. The City shall be responsible for all damages, claims, demands, and losses which may be made by reason of any injury to person or damage to property sustained by any person, firm, or entity, caused by or arising out of the City's use of the Bus under this MOU, provided such damages, claims, demands, or losses are attributable to the City's use of the Bus, and then only to the extent that the City's use of the Bus caused such damages, claims, demands, or losses.

4. **Insurance.** For the duration of this MOU, the City shall maintain liability and other insurance necessary and/or designed to protect against claims which may arise out of or result from this MOU or the City's use and/or operation of the Bus pursuant to this MOU. The amounts of such insurance shall have policy limits not in excess of the applicable statutory maximum amounts set forth in § 537.610

RSMo. If requested by the District, the City shall provide satisfactory proof of such insurance to District prior to use of the Bus under this MOU. Such insurance shall name the District as an additional insured. The provision of any insurance pursuant to this paragraph, whether such insurance does or does not afford coverage to City and/or District for any claim arising from or out of this MOU or performance thereunder, shall not in any way be deemed a waiver of the City's or the District's sovereign or governmental immunity under state and other applicable law.

5. **Public Entity Immunity.** The Parties both preserve all immunities, sovereign, governmental and otherwise, recognized by law. Nothing in this MOU or any transactions under this MOU shall be construed or deemed in any way as a waiver of sovereign immunity or governmental immunity recognized under common law, state law, ordinances, regulations, the Missouri Constitution, or the United States Constitution, including but not limited to § 537.600 RSMo., *et seq.* The provision of any insurance pursuant to this paragraph, whether such insurance does or does not afford coverage to City or to District for any claim arising from or out of this MOU or performance thereunder, shall not constitute a waiver of any defense or immunity available to the District or the City.

6. **Law and Venue.** This MOU shall be governed by the laws of the State of Missouri. Any lawsuit, claim, or other action filed by or against one or both of the Parties to this MOU relating in any way to the interpretation of this MOU or to the exercise of rights and/or duties under this MOU, shall have proper venue solely in the Circuit Court of Greene County, Missouri.

7. **Assignment.** Neither party may assign their rights or obligations under this MOU without the prior written consent of the other party.

8. **Severability.** A determination by a court of competent jurisdiction or other authoritative decision-making body that any clause, sentence, paragraph, section, or part of this MOU is unconstitutional, invalid or otherwise unenforceable shall not affect in any way the validity or enforceability of the remaining clauses, sentences, paragraphs, sections or parts of this MOU.

9. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof, and may not be changed, modified or amended, in whole or in part, except in writing signed by the Parties.

10. **Headings.** The headings formatted in bold herein are merely for purposes of convenience and reference only, and do not constitute material terms of this MOU.

11. **Incorporation of Whereas Clauses.** The "WHEREAS" clauses in this MOU above are incorporated into this paragraph by reference as though fully set forth at length herein and form a material part of this MOU.

CITY OF REPUBLIC, MISSOURI

REPUBLIC R-III SCHOOL DISTRICT

By: _____
City Administrator

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM

Megan McCullough, City Attorney



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-R-34 A Resolution of the City Council Authorizing Execution of an Agreement with AARC Consultants, LLC for Professional Services to Assess the City's Emergency Preparedness and Assist with Implementation of a Comprehensive Emergency Operations Plan.

Submitted By: Duane Compton/Lynn Hollandworth

Date: June 6, 2023

Issue Statement

Authorization for the City Administrator to enter into an Agreement with AARC Consultants, LLC To develop an Emergency Preparedness Assessment, an Emergency Operations Plan (EOP) Update, and Training the City's staff to the Plan.

Discussion and/or Analysis

The AARC Team will provide the array of services that meet the City's needs for enhancing the existing base EOP with the most current and innovative practices. Task 1, Overall assessment of City's preparedness for emergencies will cost \$30,250. Task 2, Evaluation and Update of City's current EOP will cost \$49,500 and Task 3, Training Program will cost \$24,050; bringing the total to \$103,800.

Recommended Action

It is recommended that the City Administrator enter into this Agreement with AARC Consultants, LLC in order to update and enhance the City's current Emergency Operations Plan (EOP).

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING EXECUTION OF AN AGREEMENT WITH
AARC CONSULTANTS, LLC FOR PROFESSIONAL SERVICES TO ASSESS THE CITY'S EMERGENCY
PREPAREDNESS AND ASSIST WITH IMPLEMENTATION OF A COMPREHENSIVE EMERGENCY
OPERATIONS PLAN**

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

WHEREAS, the City has identified the need for professional services ("Services") to assess the City's emergency preparedness, to evaluate the City's current Emergency Operations Plan (EOP) and to assist with necessary and/or appropriate updates to the EOP, and to assist with training of City departments and personnel who would be called upon to implement the EOP in the event of an emergency ("the Project"); and

WHEREAS, the City issued a Request for Qualifications for the Services ("RFQ") in November of 2022; and

WHEREAS, the City received a total of three (3) responses to the RFQ, one from Greene County Office of Emergency Management, one from AP Triton, and one from AARC Consultants, LLC ("AARC"); and

WHEREAS, after review and scoring of the submissions received, City staff determined AARC to be the most qualified to meet the City's needs for the Project, as set forth in the RFQ; and

WHEREAS, the Republic School District has indicated its interest in participating in the Project and has committed to entering into a cost-share arrangement/agreement with the City for payment of up to ½ of the total Project cost; and

WHEREAS, City staff are requesting authorization to execute an agreement with AARC for the provision of the Services at the estimated price of \$113,520, which the City intends to share with the Republic School District, the terms of which will be memorialized via inter-governmental agreement and/or cost-share agreement; and

WHEREAS, the Council finds it is in the best interest of the City to enter into an Agreement with AARC for provision of the Services, with the intent that the City share the cost with the Republic School District in an allocation to be agreed upon and enhance the current EOP with the most innovative and proper practices.

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

Section 1. The City Administrator and/or his designee, on behalf of the City, is authorized to enter into an agreement with AARC, LLC for services to improve the current EOP through assessment and training, in substantially the same form as that attached hereto as "Attachment 1".

Section 2. The City Administrator, or his designee(s), on behalf of the City, is authorized to

take other reasonable, necessary steps to implement this Resolution.

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri,
this _____ day of _____, 2023.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



City of Republic, Missouri
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Scope of Services Approach

Responding to the City of Republic's (the City)'s interest in AARC providing a scope of services for developing an Emergency Preparedness Assessment, an Emergency Operations Plan (EOP) Update, and training its staff to the plan, AARC has a team of highly experienced and motivated professionals who have worked cohesively and successfully together performing similar work throughout the country available to assist as needed. The project manager, David Siburg, will be present at every on-site meeting and facilitation. All of our work is facilitated by experienced senior subject matter experts.

AARC TEAM BY THE NUMBERS			
Years in Business	28	Combined Population Served	5M+
Emergency Response & Emergency Operations Plans	58	Risk & Resilience Assessments	150+
Trained Emergency Responders	120+	Vulnerability Assessments	60
Chemical Facility Anti-Terrorism Plans	50+	Resilience Assessments of Military bases	13
Evacuation Plans	18	Marine Port Security Plans	25
Wildfire Response Plans	6	Active Shooter Response Plans	4
Table-Top & Functional Exercises – Critical Infrastructure, Military, Police, Tactical	110	Sustainability Assessments & Plans	8
Business Continuity & Continuity of Operations Plans	22	Disaster Preparedness & Business Continuity Plans	80+

The AARC Team will provide the requested array of services that meet the City's needs for enhancing the existing base EOP with the most current and innovative practices. Existing Appendices and Annexes of the plan will be updated, and new Annexes created which reflect evolving emergency and disruptive situations. Our Team, for example, has expertise in developing and implementing COVID-19 and other Infectious Disease prevention response and anticipation programs.

As shared, AARC has recently completed or is currently engaged in developing 33 EOPs. In addition, AARC is providing government review and recommendation letters on over 800 Emergency Operations Plans serving a combined nationwide population of over 20 million people. AARC has completed more than 40 Disaster Preparedness and Business Continuity Presentations.



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AARC's overarching approach for the EOP will be to **assure a culture of preparedness at both an organizational and individual level**. A culture of preparedness for City staff is about maintaining a constant state of readiness, which involves a series of planning steps to ensure staff and associated emergency responders are ready for all types of emergencies and disasters that may impact the system and community.

An all-hazards emergency management approach, as illustrated in Figure 1, is an integrated approach to emergency preparedness planning that focuses on capacities and capabilities that are critical to preparedness for a full spectrum of emergencies or disasters, including internal emergencies, human-made emergencies and natural disasters.

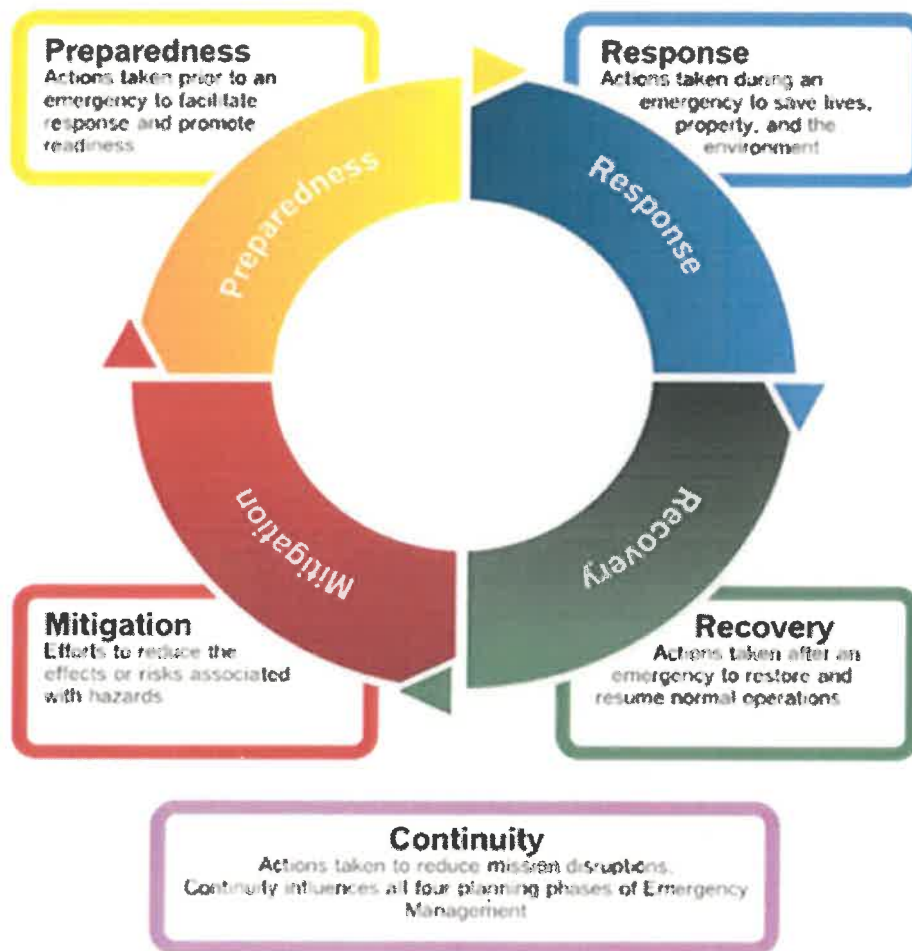


Figure 1 - All Hazards Emergency Management Planning Cycle



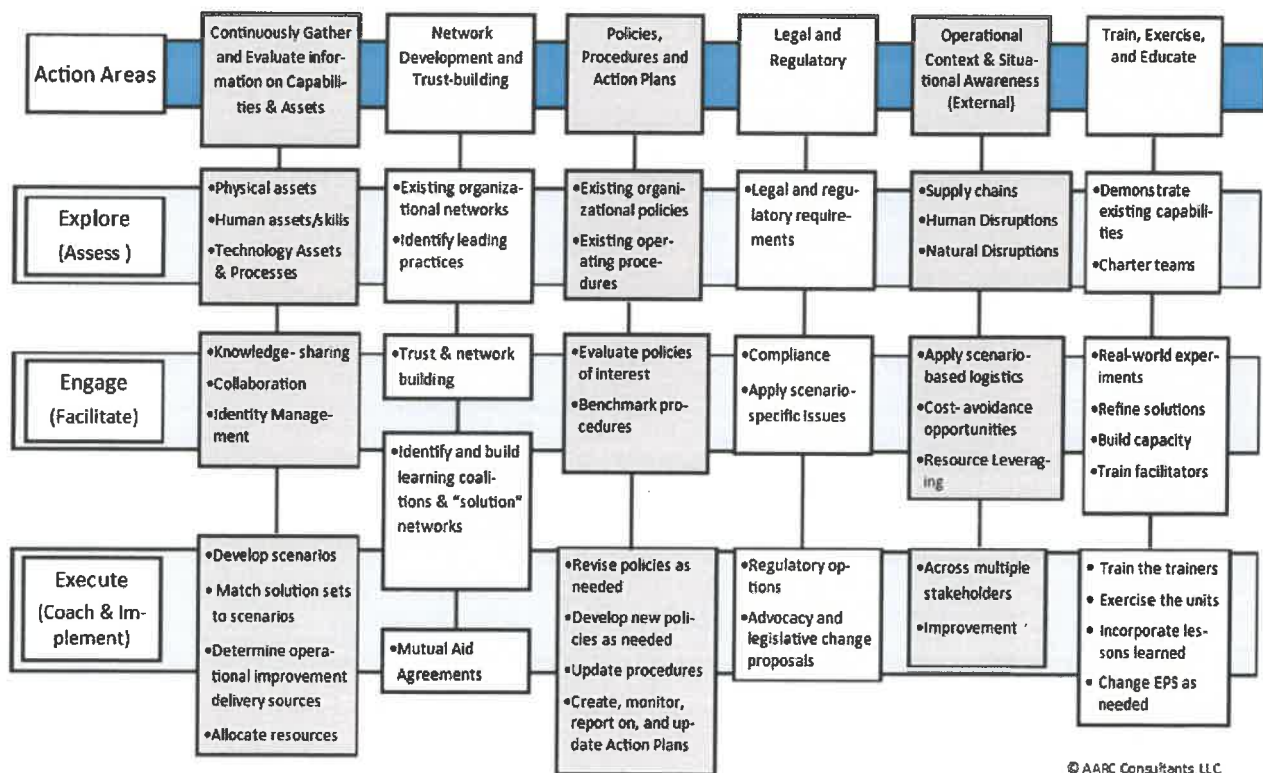
City of Republic, Missouri
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Scope of Services Framework

AARC's Triple E (Explore-Engage-Execute) system and framework for emergency preparedness (Figure 2) will guide:

- Task 1: A strategic assessment of the City's preparedness for emergencies with recommendations for continued improvement;
- Task 2: Facilitation of an evaluation and update of the City's comprehensive Emergency Operations Plan (EOP); and
- Task 3: Execution of a training program that includes implementation of a tabletop exercise and recommended field exercise for coordination with all City departments, agencies, and other stakeholders to test and strengthen preparedness.

Figure 2 - Emergency Preparedness Systems to Guide Strategic Responses and Actions



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City of Republic, Missouri
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Task 1 Overall assessment of City's preparedness for emergencies as a city, with any recommended improvements.

Working with the City's Leadership Team, AARC will conduct an integrated strategic and tactical assessment of the City's preparedness for emergencies that will include all departments and City-determined relevant stakeholders. This will be accomplished through mutual "exploration" and the six sub-tasks that follow.

Level of Effort: Project manager and a senior subject matter expert on site for up to two (2) weeks conducting assessments; Two (2) meetings with the City's Leadership Team; Document reviews; One (1) strategic assessment workshop for appropriate staff and stakeholders

Schedule: Completed within 45-90 days of contract execution depending on City staff availability.

Budget: \$30,250

Deliverables:

- Documentation from meetings and workshops
- Draft strategic assessment report
- Final strategic assessment report
- Sub-task assessment write-ups
- Short, medium, and long-term recommendations

Sub-Tasks:

1.1 Gather and Evaluate information on Capabilities & Assets

Capabilities will be assessed for all major physical, human, technological, and financial assets.

Focus

- Emergent risks and prioritization of critical assets, vulnerabilities and preparedness gaps, with particular attention to interdependencies.
- Assessments of potential and cascading impacts, including impediments to response and recovery.
- Level of regional collaboration, or willingness to collaborate, to craft resilient regional solutions including backup/redundant systems, and remote operations.
- Assessment of collaborative partnerships to improve operational efficiency, manage risk, and improve resiliency.

Outputs

- Improved awareness of dependencies and interdependency-related vulnerabilities and consequences—economic, health and safety, environmental, societal, and security.
- Understanding of interdependencies—related restoration needs in a regional disruption, e.g., mitigation strategies, priorities, sequencing, work-arounds, and time-lines.
- Raise awareness within the City of its dependency upon supply to maintain critical operations.
- Integration of emergency management, public health, physical security and cyber security interests and functions in interdependencies analysis.



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- Identification of other public and private risk assessment capabilities that can be customized for the City and region.
- Improved ways to communicate risk information to multiple audiences (e.g., policy and decision makers, private sector stakeholders, and the general public).

1.2 Assess Network Development

Internal and external relationships critical to the City's operating environment and core mission and will be assessed in relation to operational efficiency, managing risk, and improving resiliency.

Focus

- Defining the magnitude of threats with stakeholders in an interdependent age (economic and environmental impacts, major loss of life, and impacts to public health, security and well-being).
- Level of key stakeholder understanding of multiple threats (natural and human-caused) and sector inter-dependencies.
- The City as a catalyst to create networks among community departments, organizations, and stakeholders in support of community resilience and sustainability improvements.
- Assessment of mutual assistance agreements among local jurisdictions to deal with prolonged services disruptions.

Outputs

- Better understanding by stakeholders of, and ability to rank in terms of significance, all-hazards threats.
- Better understanding of infrastructure interdependencies by stakeholders.

1.3 Assess Policies, Procedures and Action Plans

Relevant policies, procedures, and action plans will be assessed to identify gaps and strengths. This review could include benchmarking with sector and other organizations.

Focus

- Assess participatory culture where staff members are encouraged to share ideas and take measured risks.
- Assess planning for recovery and restoration.
- Assess restoration management structure; roles and missions—federal, state, local, private sector, and community.
- Assess prioritization of service restoration.
- Assess resource requirements and management.
- Assess damage assessment, inspection and certification, resources, and processes.

Outputs

- Strengthen the culture of innovation, collaborative development, and active employee engagement throughout the entire workforce.
- Ways to circumvent procedural, bureaucratic, and political issues to acquire critical resources, e.g., mobile communications and emergency power generators, emergency back-up equipment, and critical components; temporary housing, food, water, and medicines.



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1.4 Legal and Regulatory Assessment

Review and assessment to address legal and regulatory issues under a number of scenarios.

Focus

- Workforce policy issues, e.g., compensation, prolonged absences, social isolation and removal of potentially contagious employees, safe workplace rules, flexible payroll issues, contractual issues, information from/coordination with regulators.
- Meeting regulatory requirements under adverse operating conditions.

Outputs

- A compendium of legal and liability issues associated with disaster preparedness, response, recovery, or mitigation.
- Identification of gaps in best practices and solutions to workplace issues that can be faced during an emergency.
- Incorporation of procedures to address legal and liability issues into emergency management and continuity of operations/business plans.
- Identification of necessary amendments to existing laws and regulations that would address challenges from significant incidents and events.

1.5 Assessing Operational Context & Situational Awareness

Review and assess ability to identify emergent risks to the City's operations and mission including its supply chains.

Focus

- Defining the magnitude of threats in an interdependent age (supply chains, vendor supporting services, etc.).
- Unanticipated significant events.
- Level of key stakeholder understanding of multiple threats (natural and human-caused) and sector inter-dependencies.

Outputs

- Means to better understand and analyze supply chain vulnerabilities and disruption impacts associated with interdependencies.
- Cost-effective security and mitigation measures to ensure supply chains and just-in-time deliveries.
- Identification of exercises and drills to test organizational continuity plans that involve key service providers and suppliers.
- Determination of need for involvement of businesses, such as retail, manufacturing, distribution, and service organizations in regional preparedness planning and exercises.

1.6 Assess Current Training and Frequency

Assess continual improvement culture and systems across all aspects of operations training.

Focus

- Assess emphasis placed on cultivating thought leaders among City staff to develop and harness intellectual capital (human assets).



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- Assess training from an “organizational mission” perspective.
- Assess inclusion of key stakeholder organizations in full-scale exercises.
- Assess development and documentation of lessons learned from exercises, workshops, and other training events.

Outputs

- A multi-year program of mission-driven tabletop and field exercises that has a focus involving all key stakeholders and selected media, and does not overburden or “over-exercise” the City.

Task 2 Evaluate and Update the City's current Emergency Operations Plan.

Working alongside City of Republic Public Safety Personnel, AARC will facilitate the evaluation and comprehensive update of the City's EOP. The EOP will align with FEMA's recently updated Developing and Maintaining Emergency Operations Plans Comprehensive Preparedness Guide (CPG) 101-September 2021, Version 3.0. The updated content in Version 3.0 is based on practitioner feedback, identified lessons learned and successful practices from real-world events and exercises that can inform the planning process. Version 3 also shows how emergency operations plans connect to planning efforts in all five mission areas (Figure 1), emphasizes the importance of including the private and nonprofit sectors in planning activities and incorporates lessons learned as well as pertinent new doctrine, policy and laws.

Level of Effort: Project manager and relevant senior subject matter experts available for two (2) on-site visits/workshops as needed and up to six (6) virtual meetings; Document reviews; Gap analysis; One (1) facilitated workshop for appropriate staff and stakeholders to work through the draft EOP, Annexes, and Appendices and collect comments before final adoption; Document QA/QC and formatting.

Schedule: Completed within 120 days of Task 1 completion.

Budget: \$49,500

Deliverables:

- Documentation from meetings and workshops
- Draft EOP including annexes and appendices
- Documentation of comments
- Final EOP

Response to emergency or disaster conditions to maximize the safety of the public and to minimize property damage is a primary responsibility of government. It is understood that the goal of the City of Republic is to respond to such conditions in the most organized, efficient, and effective manner possible. To aid in accomplishing this goal, the City has adopted the principles of the National Incident Management System (NIMS), the National Response Framework (NRF), and the Incident Command System (ICS). AARC also understands that the purpose of the EOP is to provide guidance for the City's response to extraordinary emergency and disaster situations associated with natural disasters,



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technological incidents, and national security emergencies, pandemics, regional or localized terrorism and other catastrophic events in or affecting the City. It seeks to mitigate the effects of hazards, prepare for measures to be taken that will preserve life and minimize damage, enhance response during emergencies, provide necessary assistance, and establish a recovery system in order to return the city to its normal state of affairs. It will also identify components of the City Emergency Management Services and describe the overall responsibilities of County, Operational Area, State, and Federal cooperating agencies and entities.

The EOP will not address ordinary day-to-day emergencies or the established departmental procedures used to cope with such incidents. Rather, the updated EOP concentrates on management, concepts, and response procedures relative to multiple hazards and large-scale emergencies or disasters. Such events pose major threats to life, the environment and property, and can impact the well-being of a large number of people.

AARC will stress that the updated EOP be designed to be read, understood, and exercised prior to an emergency, thereby functioning as a training reference. While it will assist any individual in understanding the City's emergency management procedures, it is written primarily for (1) City Management Staff, (2) City Employees, (3) County, State and Federal Agencies and Governments, (4) Special Districts who serve City residents, and (5) Private and volunteer organizations involved in emergencies.

By using the EOP appropriately, City departments and external representatives supporting the City's Emergency Operations Center (EOC) will:

1. Collect and disseminate information from and to the various EOC representatives and, as appropriate, to County, State, military, and federal agencies.
2. Prepare intelligence/information summaries, situation reports, operation reports, and other reports as required. Maintain general and specific maps, information display boards, and other data pertaining to emergency operations
3. Continue analysis and evaluation of all data pertaining to emergency operations.
4. Control and coordinate, within established policy, the operations and logistical support of the departmental resources committed to the emergency operations.
5. Provide emergency information and instructions to the public. Make official releases to the media and schedule press conferences as necessary.



Task 3 Training Program

Working with City of Republic Public Safety Personnel and Leadership Team, AARC will provide expert facilitators and trainers from key emergency response planning disciplines to assist and guide with the appropriate training and support needed to effectively carry out all of the key functions of the EOP. Additionally, AARC Consultants will provide CPG 101 training which incorporates concepts that come from disaster research and day-to-day experience to ensure appropriate staff have the tools and resources needed to:

- Effectively plan for emergency responses and the intended actions needed in a successful response.
- Successfully respond so that staff know their roles, accept them, and understand how they fit into the overall plan.
- Demonstrate the process of planning which is more important than the document that results from it.
- Ensure that all staff and first responders understand fully that plans are not scripts followed to the letter but are flexible and adaptable to the actual situation.

Level of Effort: Project manager and relevant senior subject matter training experts available for on-site TTX and field exercise development and execution.

Schedule: Completed within 90 days of Task 2 completion.

Budget: \$24,050

Deliverables:

- Documentation from meetings, trainings, and exercises
- Draft training program outline
- One (1) table-top exercise designed and to-be-determined with City staff input
- One field exercise for coordination with all City departments, agencies, and other stakeholders
- Hotwash and AAR of TTX and field exercise

Sub-Tasks:

3.1 Table Top Exercise

One (1) table-top exercise (TTX) will be designed and implemented in collaboration with City of Republic Public Safety Personnel. The TTX will be designed to exercise significant elements of the EOP in order for staff to become familiar with it and to build staff competence, confidence and capacity. See below for more training program detail.

3.2 Recommended field exercise for coordination with all City departments, agencies, and other stakeholders to test and strengthen preparedness

In collaboration with City of Republic Safety Personnel and the Leadership Team, a field exercise will be recommended and executed to familiarize, test, and improve the EOP as well as strengthen the City's culture of preparedness.



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Public officials, departments, employees, and volunteers that perform emergency and/or first response functions should be properly prepared. Department heads and elected officials should, to the extent possible, ensure that necessary training is provided to themselves and their employees to further prepare them to successfully carry out assigned emergency response roles.

AARC Consultants highly qualified staff have conducted and facilitated numerous trainings for county and city leaders nationwide leveraging table top and functional exercises to test and validate policies, plans, procedures, equipment and communications. These exercises successfully clarify roles and responsibilities to ensure interdepartmental and interagency coordination and improve communication.



An essential function of developing a culture of preparedness is conducting regular EOP drills and exercises. The plan should not be tested during an actual emergency. By doing so, the City will be able to:

- Test the plan for ease-of-use. Is it accessible and can the proper response to an emergency be quickly identified?
- Simulate contact with internal departments and external agencies that will require coordination and cooperation in an emergency or disaster event.
- Begin training City staff in the Incident Command System (ICS) and the NIMS. These are state and nationally accepted protocols for setting up the emergency response chain of command for any event.

The proposed exercises shall:

- Be as realistic as possible.
- Stress the application of effective and clear emergency management.
- Be based on risk assessments (credible threats, vulnerabilities and consequences).
- Include non-governmental organizations and the private sector, when appropriate.
- Incorporate the concepts and principles of ICS and NIMS.
- Demonstrate continuity of operations issues.
- Incorporate issues related to access and functional needs populations.

The assurance that emergency management policies and plans are meeting their stated objectives is gained through a program of regularly scheduled tests and exercises. Testing and evaluation of emergency operations plans and procedures, training response personnel in carrying out assigned responsibilities, and demonstrating the operational capabilities of the jurisdiction are ongoing goals. Local preparedness to assure that emergency forces “do the right things at the right time” is built by a repetitive cycle of planning, training, and exercising.



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Scope of Services Schedule

	TASK	APPROACH	COMPLETE BY
Task 1	Overall assessment of City's preparedness for emergencies as a city, with any recommended improvements	Working with the City's Leadership Team, AARC will conduct an integrated strategic and tactical assessment of the City's preparedness for emergencies that will include all departments and City-determined relevant stakeholders. This will be accomplished through mutual "exploration" and six sub-tasks.	45 to 90 days after contract execution. Duration contingent on City staff availability and notice to proceed.
Task 2	Evaluate and Update the City's current Emergency Operations Plan	Working alongside City of Republic Public Safety Personnel, AARC will facilitate the evaluation and comprehensive update of the City's EOP	120 days after completion of Task 1
Task 3	Training Program	Working with City of Republic Public Safety Personnel, AARC will provide expert facilitators and trainers from key emergency response planning disciplines to assist and guide a Tabletop Exercise	90 days after completion of Task 2
		Working with City of Republic Public Safety Personnel and Leadership Team, AARC will provide expert facilitators and trainers from key emergency response planning disciplines to assist and guide recommendation and execution of a Field Exercise	

AGENDA ITEM ANALYSIS

Project/Issue Name: 23-R-35 A Resolution of the City Council Authorizing the Negotiation and Execution of an Agreement with Questica at Carahsoft for Compatible Data Processing Software to Assist the Finance Department with Budgeting and Forecasting.

Submitted By: Bob Ford, Finance Director

Date: June 6, 2023

Issue Statement

To obtain a budgeting software solution.

Discussion and/or Analysis

The City of Republic (the “City”) historically has performed its annual Budget and periodic updated Forecasts in Excel, which while adequate, requires significant resources both human and time to update and maintain. In an effort to improve our Budgeting & Forecasting Process, the City has explored moving to a more sophisticated Budgeting Software Suite. To that end, an evaluation team made up of personnel from finance, information technologies and city administration has reviewed a number of best-in-class budgeting software solutions. Aside from the general requirements for any Budgeting & Forecasting platform to generate operating, capital and personnel budgets, the City further requires that any qualified software provider should also:

- Only focus on the Public Sector; and
- Be familiar with Tyler. Furthermore, to have numerous customers utilizing Tyler Incode 10 with linkages already established between the software platform and Tyler.

As a result of that analysis, one software platform was initially eliminated from consideration for a lack of public sector experience and Tyler integration. The remaining three platforms evaluated provide operating, personnel and capital cloud-based budgeting solutions and allow for multi-year budgeting and unlimited what-if funding scenarios, plus seamlessly integrate with our financial system Tyler. In all cases, the public sector budgeting software solutions evaluated by the City’s evaluation team are used by hundreds of government agencies across North America.

All three finalists have provided pricing, which is attached hereto. While not a formal Request for Qualification (“RFQ”) all three finalists are qualified to provide such service, and have provided pricing, which is attached hereto. Furthermore, the unique requirement of Tyler familiarity and integration

provides an exemption from formal Competitive Bidding as per Section 7.D.5.g of the City's Purchasing Policies whereby *"items or services for data processing when the item or service is designed to used in connection with an existing data process system and the City Administrator or City Administrator designee has determined that it is reasonable to require that all such items or services to be used with the existing data processing system shall be compatible in order for the continuing operations and maintenance of the system"*.

While all three platforms are capable of providing the City a much improved and user-friendly budget software solution, Questica provides the highest level of functionality including daily integration with Tyler, advanced technical sophistication and the "look and feel" of a user specific dashboard that the evaluation team was seeking to deploy. Implementation and integration of Questica into the City's budgeting process & existing financial system will take 12-14 weeks to complete, which in order to meet our Fiscal Year 2024 budget submission, requires the City to solidify the contract with Questica no later than June 15.

Budgeting Software Solutions

Pricing Analysis

	<u>Questica</u>	<u>ClearGov</u>	<u>OpenGov</u>
<u>Year 1</u>	<u>\$29,032</u>		<u>\$38,268</u>
<u>Discount</u>	<u>(\$5,242)</u>		<u>(\$11,480)</u>
<u>Net Year 1</u>	<u>\$23,791</u>	<u>\$11,073</u>	<u>\$26,788</u>
<u>Year 2</u>	<u>\$30,484</u>	<u>\$22,145</u>	<u>\$28,127</u>
<u>Year 3</u>	<u>\$32,008</u>	<u>\$22,145</u>	<u>\$29,533</u>
<u>Year 4</u>	<u>\$33,608</u>	<u>\$22,145</u>	
<u>Year 5</u>	<u>\$35,289</u>		
<u>Implementation</u>		<u>\$9,000</u>	
<u>Discount</u>		<u>(\$3,150)</u>	
<u>Net Imp Cost</u>	<u>\$12,940</u>	<u>\$5,850</u>	<u>\$39,000</u>
	<u>Annual pricing schedule based on anniversary date</u>	<u>Pricing prorated for Yr.1 and based on calendar year renewals Yrs.2-4</u>	<u>Annual pricing schedule based on anniversary date</u>

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE NEGOTIATION AND EXECUTION OF AN AGREEMENT WITH QUESTICA AT CARAHSOFT FOR COMPATIBLE DATA PROCESSING SOFTWARE TO ASSIST THE FINANCE DEPARTMENT WITH BUDGETING AND FORECASTING

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

WHEREAS, the City has identified the need for budgeting and forecasting software (“Software”) designed to assist the City with budget preparation and financial planning; and

WHEREAS, the City intends to use the Software in connection with the City’s existing software system utilized for budgeting (“Tyler”), which inherently requires the Software to be compatible with Tyler and fully capable of seamless integration with Tyler so as not to interrupt Tyler’s functionality or operations; and

WHEREAS, the City’s Purchasing and Disposal Policy sets forth certain exceptions to the competitive bidding process, one of which applies to: “Items or services for data processing when the item or service is designed to be used in connection with an existing data processing system and the City Administrator or their designee has determined that it is reasonable to require that all such items or services to be used with the existing data processing system shall be compatible in order to fix for the continuing operations and maintenance of the system”; and

WHEREAS, based on the above-referenced provision of the Purchasing Policy, the City proceeded with extensive research and inquiry of potential vendors who could fulfill the requirements for the Software and requested written quotes from three (3) reputable companies which possess the necessary Software capable of integration with the City’s existing system and which specialize in government budgeting; and

WHEREAS, the City reviewed the price estimates and qualifications of all three potential vendors and received demonstrations of each software option to ensure seamless integration with Tyler; and

WHEREAS, after completing its review and evaluations, City staff determined Questica at Carahsoft (“Questica”) to be the most qualified to meet the City’s needs in providing the Software; and

WHEREAS, the Council finds it is in the best interest of the City to negotiate and enter into an Agreement with Questica for provision of the budgeting and financial forecasting software to process data in a form that will integrate with the City’s existing data processing system, which will remain in use and unchanged.

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

Section 1. The City Administrator and/or his designee, on behalf of the City, is authorized to negotiate and enter into an agreement with Questica at Carahsoft for budget and financial forecasting software, to be in substantially the same form as that attached hereto as “Attachment 1”.

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

Section 3. A budget amendment will be presented to City Council to account for the related expenditures.

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2023.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



QUESTICA SOFTWARE SUBSCRIPTION AGREEMENT

This **SOFTWARE SUBSCRIPTION AGREEMENT** (the “**Agreement**”) is made _____ (the “**Effective Date**”) by and between QUESTICA LTD., a corporation incorporated under the laws of the State of Delaware (“**Questica**”) and The City of Republic, including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the “**Subscriber**”).

1. DEFINITIONS

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs.

“**Order Form**” means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us from time to time, including addenda and supplements thereto.

“**Services**” means the products and services that are ordered by You or Your Affiliates under an Order Form and made available by Us online.

“**User Guide**” means the on-line users guide for the Services, made available on-line.

“**Users**” means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You, (or by Us at your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

“**We**,” “**Us**,” “**Our**,” “**Questica Inc.**,” “**Questica LTD.**” or “**Questica**” means the company or entity providing the Services in the Agreement

“**You**,” “**Your**,” “**Subscriber**” means the company or other legal entity for which you are accepting the Agreement and Affiliates of that company or entity.

“**Your Data**” means all electronic data or information submitted by You to the Services, including but not limited to any data, content (including user content), information and files.

2. PROVISION OF SERVICES

2.1 Terms of Service. Terms, provisions, or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of Services (or software) by Questica will have no effect on the rights, duties, or obligations of the parties hereunder, regardless of any failure of Questica to object to such terms, provisions, or conditions.

2.2 Provision of Services. We shall make the Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.3 User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same price as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added and (iii) the added User subscriptions shall terminate on the same

day as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one user but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

- 2.4 Hosting, Product Maintenance and Support.** For the first year of this Agreement, upon paying the Subscription Fee and for each year thereafter, provided that Subscriber continues to pay the Subscription Fees in accordance with the fees set out in Appendix A, Questica shall provide Hosting, Maintenance and Technical Support Services for the software as outlined in Appendix B, if the Subscriber is not otherwise in breach of the provisions of this Agreement.
- 2.5 Implementation Services.** Questica shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix C, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Questica, the obligation to provide professional services to the Subscriber expires the earlier of:

- 1) completion of the services described in the SOW
- 2) 12 months from the effective date of the relevant Order Form.

- 2.6 Acceptance of Custom Work.** Within fifteen (15) business days from the delivery of each individual Custom Work, the Customer/Subscriber shall, in its sole discretion, review the Product Customization and notify Questica whether it finds the Customizations satisfactory or unsatisfactory. If its determined that the Customizations are unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Subscriber's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until Subscriber finally declares the Customizations satisfactory. In the absence of a written response within 15 Business Days after the delivery of the Customizations or once the Subscriber has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.

3. USE OF THE SERVICES

- 3.1 Our Responsibilities.** We shall: (i) provide Our basic support for the Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours' notice via the Services and which We shall schedule to the extent practicable during the weekend hours from 9:00 pm Friday to 6:00 am Monday Eastern Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet services provider failure or delays, or denial of service attacks, and (iii) provide the Services only in accordance with applicable laws and government regulations.
- 3.2 Our Protection of Your Data.** We shall maintain reasonable administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.
- 3.3 Your Responsibilities.** You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4. FEES AND PAYMENTS FOR SERVICES

- 4.1 Fees.** You shall pay all fees specified in all Order Forms as set out in Appendix A. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly

anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for the full monthly period and the monthly periods remaining in the subscription term.

- 4.2 Invoicing and Payment.** You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.
- 4.3 Overdue Charges.** If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment)
- 4.4 Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days prior notice that Your account is overdue, in accordance with Section 11.1 (Manner of Giving Notice), before suspending services to You.
- 4.5 Payments and Disputes.** We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
- 4.6 Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.
- 4.7 Travel Costs.** Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Questica's standard travel and per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall be reimbursed at cost. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.
- 5. PROPRIETARY RIGHTS**
- 5.1 Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.
- 5.2 Restrictions.** You shall not (i) permit any third-party to access the Services except as permitted herein or in an Order Form (ii) create derivative works based on the Services except as contained herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.
- 5.3 Your Applications and Code.** If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.
- 5.4 Your Data.** Subject to the limited rights granted to You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.
- 5.5 Suggestions.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by

You, including Users, relating to the operation of the Services. We may additionally develop, modify, improve, support, and operate Our Services based on Your use, as applicable, of any Services.

6. CONFIDENTIALITY

- 6.1 Definition of Confidential Information.** As used herein, “**Confidential Information**” means all confidential information disclosed by a party (“**Disclosing Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- 6.2 Protection of Confidential Information.** The Receiving party shall use the same degree of care that uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party’s prior written consent.
- 6.3 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest such disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding or otherwise to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable costs of compiling and providing secure access to such Confidential Information.

7. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

- 7.1 Our Warranties.** We represent and warrant that (i) We have validly entered into this Agreement and have the legal authority to do so, (ii) the Services shall perform materially in accordance with the User Guide, (iii) the functionality of the Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided you are not in breach of this subsection (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.
- 7.2 Your Warranties.** You represent and warrant that (i) You have validly entered into this Agreement and have the legal authority to do so; (ii) You will use the Services in accordance with applicable laws; and (ii) You have all necessary rights to use and upload any Data for use with the Services.
- 7.3 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. MUTUAL INDEMNIFICATION

- 8.1 Indemnification by Us.** We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates any Canadian or United States’ registered patents, copyrights or trade-mark rights of a third party (a “**Claim Against You**”), and shall indemnify You for any damages, legal fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) Give Us sole control

of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim against You, or if we reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to you (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under “Our Warranties” above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such services upon 30 days’ written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

8.2 Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a “**Claim Against Us**”), and shall indemnify Us for any damages, legal fees and costs finally awarded against us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

8.3 Exclusive Remedy. This Section 8 (Mutual Indemnification) states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any type of claim described in this Section.

9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. NEITHER PARTY’S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4 (FEES AND PAYMENT FOR SERVICES).

9.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. TERM AND TERMINATION

10.1 Term of Agreement. This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2 Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the effective date of this Agreement and continue for 5 years. Additional user subscriptions will be prorated from the applicable order date through the remainder of the 5-year term. All user subscriptions shall automatically renew for additional one-year at the end of the then current term, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

10.3 Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceedings relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 Termination for Convenience. Subscriber may terminate this Agreement without cause by giving sixty (60) days advance written notice to Us of its election to terminate this Agreement pursuant to this provision. In the event of such termination, Subscriber agrees to pay a SaaS Recovery Amount equivalent to 50% of the Subscription fees for the remainder of the initial term of the Agreement.

- 10.5 Refund or Payment upon Termination.** Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms agreed to by the Parties. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.
- 10.6 Return of Your Data.** Upon request made by You within 30 days after termination of a Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.
- 10.7 Surviving Provisions.** Section 4 (Fees and Payment for Services), 5 (Proprietary Rights), 6 (Confidentiality), 7.3 (Disclaimer), 8 (Mutual Indemnification), 9 (Limitation of Liability, 10.5 (Refund or Payment upon Termination), 10.6 (Return of Your Data), 10.7 (Surviving Provisions), 11 (Notices, Governing Law, Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of the Agreement.
- 10.8 Lack of Appropriations.** If You fail to receive sufficient appropriation of funds for continuation of this Agreement or like services, You may unilaterally terminate this Agreement upon thirty (30) days written notice to Us. Non-appropriation of funds as used herein means a level of funding that results in less funding than that which was allocated for the Services in the immediately preceding fiscal year. You will not be entitled to a refund or offset of previously paid, but unused fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
- 11. NOTICES, GOVERNING LAW AND JURISDICTION**
- 11.1 Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, (iv) the first business day after sending by email (provided that email shall not be sufficient for notices of termination or an indemnifiable claim) Billing- related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.
- 11.2 Dispute Resolution/Arbitration.** In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the parties' project managers shall use every reasonable effort to resolve such dispute in good faith within 10 Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a "**Business Day**" means a day other than a Saturday, Sunday, or statutory holiday in Ontario.

Escalation Level	Questica Management Level	Subscriber Management Level	Period of Resolution Efforts
First Level	Project Manager	Project Manager	10 Business Days
Second Level	Customer Success Director	Finance Department Manager	10 Business Days
Third Level	VP, Professional Services	Director of Finance or Treasurer	10 Business Days

If the above escalation periods have elapsed and there continues to be a dispute as to any matter herein, the matter in dispute shall be referred to arbitration by a single arbitrator.

(a) Except as provided above, or any other circumstance in which a party seeks an injunction or other equitable relief from the courts, Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Delaware before one arbitrator, including lawyers with 10 years of active practice in relevant information technology or intellectual property matters. The arbitration shall be administered by (i) JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures if You are U.S. based or if You are from outside the United States, in accordance with the JAMS International Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from

a court of appropriate jurisdiction. The arbitrator shall not award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. The parties shall maintain the confidential nature of the arbitration proceeding and any award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce.

(b) Notwithstanding the provision in Section 11.2(a) with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

(c) In the event of any action or proceeding (including arbitration) brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable legal fees arising from such action or proceeding.

11.3 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Delaware and the federal laws of the United States of America without regard to the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Subject to Section 11.2 above, the parties attorn to the exclusive jurisdiction of the courts of Delaware in respect of this Agreement.

11.4 Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12. GENERAL PROVISIONS

12.1 Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.2 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.4 Export Compliance. The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States, Canada and other jurisdictions. Each party represents that it is not named on any US or Canadian government denied-party list. You shall not permit Users to access or use Services in a US or Canada embargoed country or in violation of any US or Canadian export law or regulation.

12.5 Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

12.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.7 Legal Fees. You shall pay on demand all of Our reasonable legal fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 4.2 (Invoicing and Payment).

12.8 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

- 12.9 Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.
- 12.10 Cooperative Statement.** Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided We also agrees to do so.
- 12.11 Authorized reseller status; Option to purchase affiliate products.** Questica is a subsidiary of GTY Technology Holdings Inc. ("GTY") and an authorized reseller of products and services produced and provided by other subsidiaries of GTY (such subsidiaries, "Questica Affiliates"). These products and services include software-as-a-service technology for the procurement and vendor supplier sourcing industry, digital services and payment technology through a software-as-a-service platform, software solutions for grants management and indirect cost reimbursement and related implementation and consulting services, software tools to streamline permitting and licensing services, and additional web-based budgeting preparation, performance, management and data visualization solutions ("Affiliate Products"). Questica Affiliates include Bonfire Interactive Ltd., Bonfire Interactive US Ltd., eCivis Inc., CityBase, Inc., Open Counter Enterprise Inc. and Sherpa Government Solutions LLC. In addition to the products and services that are the subject of this Agreement, Subscriber has the option to purchase from either Questica, as an authorized reseller, or Questica Affiliates, Affiliate Products on terms and conditions, including pricing, to be agreed upon in writing by Subscriber and Questica or Subscriber and the applicable Questica Affiliate.
- 12.12 Media Releases.** Neither party shall use the name, trademark or logo of the other party without the prior written consent of the other party. Notwithstanding the foregoing, We may use the Your name and identify You as a Questica client in advertising, marketing materials, press releases and similar materials.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

THE CITY OF REPUBLIC

QUESTICA LTD.

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

I have authority to bind the organization

I have authority to bind the organization

APPENDIX A – Order Form

APPENDIX B – Hosting, Maintenance and Technical Support Services

- (A) **Hosting Services.** Questica shall provide technical support and the associated hardware infrastructure to maintain the various Questica databases in a hosted environment. This includes performance tuning, database backups, disaster recovery availability, applying software upgrades and patches at the direction of the Subscriber, performing 24X7 server monitoring. Hosting Services do not include:

- I. Testing customizations during an upgrade
- II. Restoring a database backup required because of a Subscriber error
- III. Migrating data or reports among instances (example: from training or testing to production)

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Hosting Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical support relating to the Hosting Services is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee. Questica will provide an initial response to all properly submitted support requests within two (2) business hours of initial submission.

- (B) **Product Maintenance.** On an as-available basis, Questica will provide enhancements, modifications or upgrades to the Software as Questica may from time to time make available to its Subscribers generally ("Updates") but excluding any New Product (a "New Product" being a solution which, in Questica's determination and subject to general industry standards, does not replace the Software licensed hereunder.) Updates do not include:

- I. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms
- II. New applications
- III. Services associated with the application or installation of Updates

If requested, Questica will provide assistance in the testing of any site-specific customizations. Questica will provide a quote for any required rework associated with customizations resulting from the upgrade.

- (C) **Technical Support Services.** Questica will provide phone and e-mail based technical support of a reasonable nature as described herein. A technical support incident or problem is a single user defined problem seeking resolution. It must be related to the original intent and design of the software. Technical Support Services include the support of Questica supplied integrations that have not been modified by the Subscriber. Each Technical Support Service incident is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, and a commercially reasonable effort has been made to restore operation to the original intent and design of the Software. Technical Support Service does not include:

- I. Custom programming services;
- II. On-site support;
- III. Subscriber developed interfaces, API interactions, or customizations;
- IV. Subscriber developed reports;
- V. End-User training or re-training;
- VI. Subscriber hardware or network issues;
- VII. Correction of data issues derived from user error or Software misuse;
- VIII. Changes to Questica developed custom reports or Permitted Customizations (including Questica supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, scope of work, or authorized change requests;
- IX. Corrections to Questica developed custom reports or Permitted Customizations beyond six (6) months from the date of delivery (the upgrade protection period); and

- X. Changes to integration functionality made necessary due to Subscriber server modifications/replacement, or changes by upgrades or changes to the integrated financial system software or hardware.

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Technical Support Services and/or Product Maintenance Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical Support Service is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee.

APPENDIX C – Scope of Work (SOW)

END OF SOFTWARE SUBSCRIPTION AGREEMENT DOCUMENT

Government Price Quotation

Item 9.

carahsoft.



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

Questica at Carahsoft

TO: Bob Ford
Director of Finance
The City of Republic, MO
MO USA

FROM: Garrett Smith
Questica at Carahsoft
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: bford@republicmo.com

EMAIL: Garrett.Smith@carahsoft.com

PHONE:

PHONE: (571) 662-3062

FAX: (703) 871-8505

TERMS: Contract Number: CT170457009
NASPO Master Contract Number: AR2472
Contract Term: 04/21/2018-09/10/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO: 38959493
QUOTE DATE: 05/25/2023
QUOTE EXPIRES: 06/30/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$36,335.75

TOTAL QUOTE: \$36,335.75

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
QUESTICA ANNUAL SOFTWARE SUBSCRIPTION						
1	QB-U20M-1	Operating, Salary and Capital Budget Preparation and Budget Management Software, Performance Measurement Software; Under \$20 Million; per/year Questica - QB-U20M-1		\$15,331.26	COOP 1	\$15,331.26
2	BB1a-1	Single User Digital Budget Book Unlimited Users Questica - BB1a-1		\$8,064.52	COOP 1	\$8,064.52
QUESTICA ANNUAL SOFTWARE SUBSCRIPTION SUBTOTAL:						\$23,395.78
PROFESSIONAL SERVICES: (ONE-TIME FEE)						
3	QB-OB-PM-01	Implementation Professional Services (Per Scope of Work) Questica - QB-OB-PM-01		\$253.7249	COOP 51	\$12,939.97
PROFESSIONAL SERVICES: (ONE-TIME FEE) SUBTOTAL:						\$12,939.97
SUBTOTAL:						\$36,335.75
TOTAL PRICE:						\$36,335.75
TOTAL QUOTE:						\$36,335.75

Government Price Quotation

Questica at Carahsoft

carahsoft.

Item 9.



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PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
----------	----------	-------------	-------------	-----	----------------

Questica annual subscription is based on a 5-year term
Questica annual subscription has been discounted to \$23,395.78 in year 1
Year 1 discount total \$5,241.93
Questica will apply a 5% inflationary increase beginning in year 2

Questica Annual Fees:
Year 1 is \$36,730.30 (SaaS and Professional Services)
Year 2 is \$30,483.87 (includes 5% increase)
Year 3 is \$32,008.06 (includes 5% increase)
Year 4 is \$33,608.47 (includes 5% increase)
Year 5 is \$35,288.89 (includes 5% increase)
Total 5 Year contract is \$168,082.84.

Above pricing in US dollars. Applicable Taxes Extra. Pricing is not applicable in response to a formal RFP Process.

Terms of Payment
Software:
100% upon Contract Effective Date (Net 30)
Year 2 due 365 days from Contract Effective Date and annually thereafter

Professional Services:
Due 100% upon Contract Effective Date (Net 30)



OpenGov and the City of Republic, MO

Executive Briefing and Investment
Summary



Jess O'Shea

Account Executive

(562) 884-4245

joshea@opengov.co

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Sample Deployment Timeline	25

Bob Ford- Director of Finance

213 N Main St
Republic, MO 65738

RE: Executive Briefing for Budgeting, Planning, and Performance Management Software

Dear Bob,

On behalf of OpenGov, we are thrilled about the opportunity to partner with the City of Republic, Missouri, by proposing our Budgeting, Planning, and Performance Reporting Solution - the industry's only modern, full-featured cloud budgeting software designed to meet the unique needs of public sector planning and analysis. We truly value your careful consideration in reviewing the project plan letter and proposal we have prepared for you.

In the following pages, we are pleased to inform you of our product offerings that are strategically aligned with the City's priorities of implementing a fully-integrated priority & outcomes-based budgeting, planning, and performance reporting solution that will allow each department head and city administration to better collaborate internally, and better engage with the community tying accurate & timely data with meaningful narrative. We believe we will exceed your expectations in implementing our cloud-based integrated solution for the city's operating budget, capital planning, workforce planning, online budget book, and reporting needs. Trusted by hundreds of forward-thinking governments, OpenGov Budgeting & Planning is the most collaborative solution for budget process automation, personnel cost forecasting, managerial reporting, and public transparency on the market.

OpenGov has partnered with over 1,900 leading cities who are also in the midst of establishing a new plan and vision for their communities. As a true partner, OpenGov enables cities like Republic to build trust in their communities by communicating initiatives and progress clearly while fostering better engagement. OpenGov has a strong presence throughout the United States, partnering with many governments such as Lago Vista, TX, Marble Falls, TX; Liberty, MO; Kansas City, MO; Florissant, MO; Lawrence, KS; Prairie Village, KS; Goddard, KS and Miami County, KS; Spring Hill, KS

We are on a mission to power more effective and accountable governments, and we seek to produce long-term partnerships with the communities we serve. We look forward to putting our entire organization behind Republic to ensure this initiative exceeds expectations. I look forward to meeting with you and your team very soon.

Sincerely,
Jess O'Shea

Executive Summary

OpenGov is proposing **OpenGov Budgeting & Planning**, and the **Reporting & Transparency Platform** for consideration. We look forward to demonstrating how these solutions will meet and exceed your needs and expectations.



OpenGov Budgeting & Planning is the only modern, full-featured cloud budgeting software designed to meet the unique needs of public sector planning and analysis. Trusted by hundreds of forward-thinking governments, Budgeting & Planning is the industry's most collaborative solution for budget process automation, personnel cost forecasting, managerial reporting, and public feedback — driving more effective planning and strengthening stakeholder trust.

The Reporting & Transparency Platform powers the OpenGov ERP Cloud with unparalleled reporting and transparency capabilities to drive faster, more effective decisions, and understand the public response. OpenGov was founded on the principle that better transparency and civic service are paramount to the future of state and local government. The Reporting & Transparency Platform provides a seamless connection between back-office capabilities and industry-leading communication tools; transforming civic engagement and empowering data-based decision making.

Why OpenGov?

The only modern cloud ERP for local government.

OpenGov offers transformative solutions for budgeting, financial management, civic services, and procurement with the market-leading Reporting & Transparency platform — allowing customers to reallocate up to 1% of their budgets for more strategic outcomes and save thousands of hours on manual and paper-based processes.

A trusted partner.

More than [1,200 governments nationwide](#) partner with OpenGov to drive more effective and accountable operations through cloud financial solutions. Built exclusively for state and local government, OpenGov's software, services, and expertise are backed by over 300 years of employee experience in the public sector.

A platform built to grow with you.

Modern cloud architecture ensures all of your users have access to the latest features and upgrades while reducing your IT burden, minimizing your cost footprint, and breaking down system and data silos. Thanks to world-class professional services and a roadmap driven by customer feedback, you future-proof your investment for the next generation.



"Now I feel like I have a partner. Someone that has the same goal, that recognizes my goals, my wishes, my priorities and then helps get to the drawing board and sits down and helps identify some strategies."

Melissa Carter

Budget Director | City of Savannah, GA

Benefits of Modern Government Cloud Software

In a [post-pandemic world](#), the benefits of modern cloud software (aka: “Software as a Service”) are crucial in helping governments address the challenges of remote work, digital services, and managing uncertainty. [Cloud software](#) helps you future-proof your investment while focusing on your community.

✓ Increase Productivity

Modern government work is collaborative. Intuitive software empowers all users for success.

✓ Improve Citizen Experience

Digital services map to the expectations of community members and improve satisfaction.

✓ Strengthen Public Trust

Better decisions and alignment come from common, shared, accurate information

✓ Build Resilience

Leaders have confidence in the face of uncertainty that their [processes are secure](#) and sustainable.

All Cloud’s aren’t Created Equal

Many software providers try to sell legacy systems as “cloud” because they are delivered remotely. Same software, different packaging. These aren’t designed for 21st-century government. [Modern government cloud software](#) has these characteristics:

- **Anywhere, Any Device** - Nothing to install - only a browser required
- **Intuitive User Interfaces** - Built in the era of consumer software, eliminates the nuances and complexities that only “power users” can understand
- **Fast and Configurable** - Can be deployed quicking providing value when you need it and configured without deep technical expertise or IT assistance
- **Continuous Enhancement** - Updates are hassle-free and transparent to customers
- **World-Class Security and Infrastructure** - Modern applications take advantage of the leading cloud service providers (like [Amazon Web Services](#)) to ensure your mission-critical systems are resilient
- **100% Hassle-Free** - Always up-to-date with no effort from your government. No upgrades, patches, customizations, or (of course) hardware to manage.



“We thought we knew the benefits of having a web-based platform, but during the pandemic, we realized how absolutely crucial it is, from report sharing to book building.”

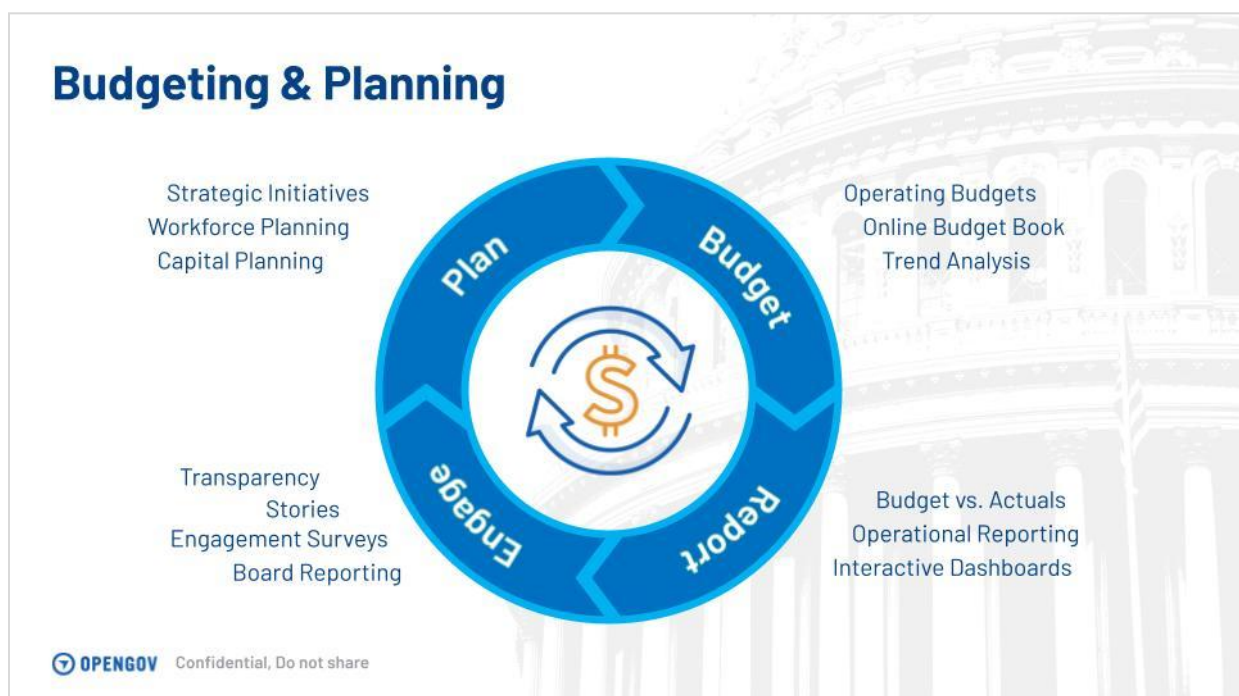
Christen Sullivan, Senior Budget Analyst | Harford County, MD

OpenGov Budgeting & Planning

Modernize your budget and align spending to strategic outcomes.

Manage an Accurate, Outcome-Focused Budget Process

Streamline and unify your end-to-end budgeting process, seamlessly tie budget dollars to key organizational initiatives, and draw actionable insights that maximize performance outcomes. Then, through [Reporting & Transparency](#), add context to your results and share internally and externally for better collaboration.



“The major successes for us are the [transparency and efficiency in creating our budget](#), and especially using OpenGov tools to have the budget book prepared for us seamlessly, so we're excited about that.”

Lenora Reid

Deputy Chief Admin Officer | City of Richmond, VA



Collaborate More Effectively. Collaborate across departments by sending and receiving budget proposals, tracking performance on strategic objectives, commenting on key reports, and sharing your outcomes with colleagues.



Improve Decision Making. Glean the context you need for budget decisions and the information you need to manage performance. You can visualize trends and model the impact of proposed budget changes while you transform complex financial and performance data into actionable insights.



Save Time. Through a simple and intuitive user interface, you can see your budget, receive commentary from your team, and get your plans approved. Easily seed the budget by importing last year's actuals, then adjust, add, or compare proposal line items in real-time.

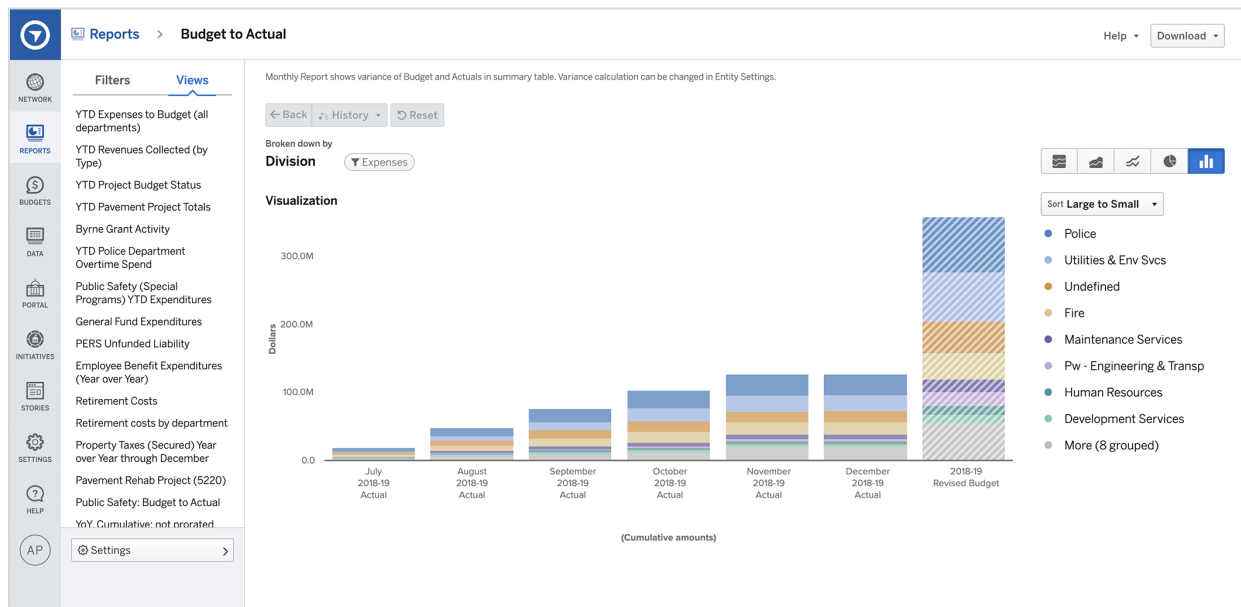
Budgeting & Planning Use Cases

- Collaborative budgeting
- Capital planning
- Online budget book publication
- Workforce calculation
- Budgetary reporting
- Financial projections
- Operating budgets
- What-if scenario analysis
- Strategic initiative tagging

Full-Featured Public Sector Budgeting

Enable maximum effectiveness for your budget and planning cycle from end-to-end, from near-term forecast adjustments to long-range capital initiatives.

- **Centralized, Automated Budgeting:** Liberate your budgeting from disparate spreadsheets with a unified process that seamlessly ties spending to desired outcomes
- **Workforce Planning:** Simplify planning for your most complex and important cost with scenario analysis, advanced calculations, and integrated budget requests
- **Capital Initiatives:** Forecast long-term capital expenditures, manage proposals, track performance, and easily keep the public informed of progress
- **Online Budget Book:** Publish a fully interactive, easily digestible [online budget book](#) that makes future publications vastly more repeatable



Government's Most Collaborative Budgeting & Planning Solution

OpenGov drives efficiency through heightened collaboration by centralizing your planning in an intuitive online solution, delivering breakthrough communication between offices and departments.

- Achieve **unprecedented alignment** around strategic priorities that comes from a real-time, singular source of truth
- Give your budget collaborators an **easy-to-use** system that reduces the back-and-forth of traditional processes
- **Controlled collaboration** is made simple through configurable administrative settings for user access and editing ability

Industry-Leading Reporting and Analysis

OpenGov Budgeting & Planning is built with a data-first foundation that provides out-of-the-box reporting & analysis capabilities for dashboards, managerial reporting, KPI tracking, scenario modeling, and data consolidation and sharing.

- Present **complex information that the public, elected officials, departments, and administration can understand** with at-a-glance insights and interactive dashboards
- **Reduce reporting bottlenecks** by freeing up your IT, finance, and other staff with centralized, self-serve reporting
- **Sharpen your focus on outcomes** by establishing and tracking relevant KPIs to keep stakeholders updated on spending, initiatives, and operations

Strengthen Public Trust with the Leading Transparency Platform

Build trust in your community by communicating initiatives and progress clearly while fostering better engagement through integrated tools to collect feedback and sentiment.

- **Publish interactive budget books online** to provide taxpayers with a better understanding of how dollars are impacting the community
- **Communicate initiatives effortlessly** with a simple drag-and-drop web-page builder and customizable themes that make it easy for citizens to digest key narratives
- **Run public meetings** and budget simulations with our Virtual Town Hall – complete with robust forms, surveys, and other tools for a compliant feedback process.
- **Deliver up-to-date financial and operational data with context** to keep the public informed of progress and fiscal health.

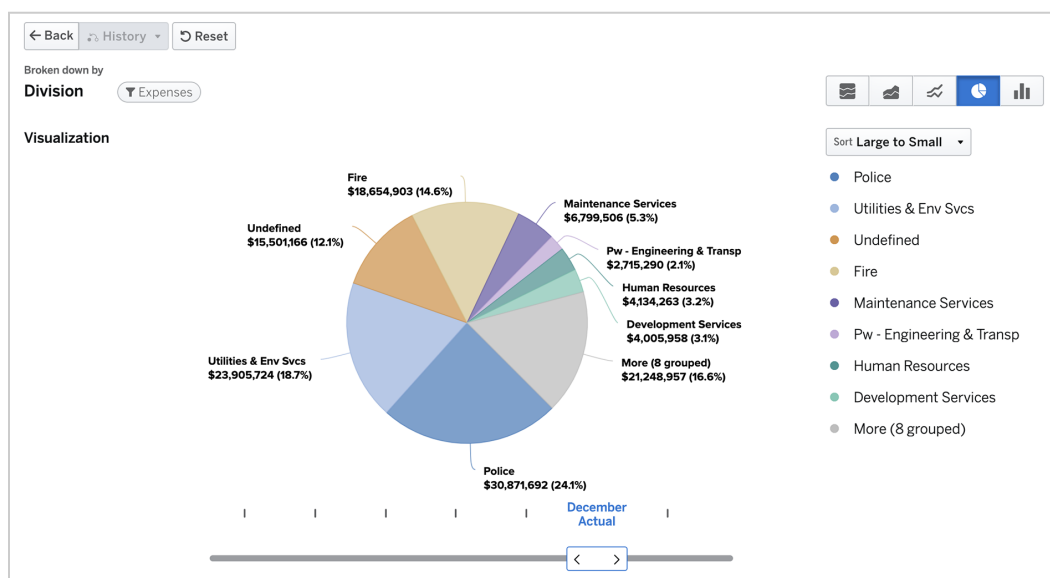
Key Features

Precisely calculate personnel costs through workforce planning.

Drive better salary projections, increase visibility into cost drivers, and reduce broad assumptions. You can calculate the fully burdened labor costs of an individual or [overall workforce](#), perform scenario analysis to inform negotiations and budget decisions, run vacancy reporting, compare actual positions to budgeted positions, and request new positions using accurate, updated costs.

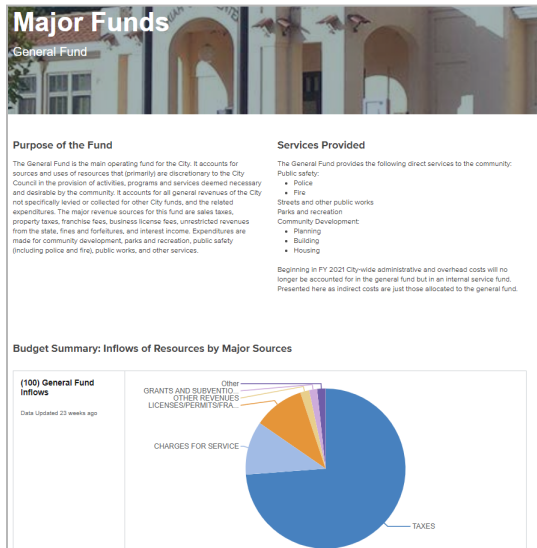
Forecast long-term expenditures for [capital planning initiatives](#).

Seamlessly harness the information your team needs to make educated decisions while providing a working blueprint for sustaining and improving your community's infrastructures. You can send and receive capital planning proposals, adjust proposal line items, track performance on projects, and comment on key reports. Then, easily create printable dashboards to streamline capital meetings.



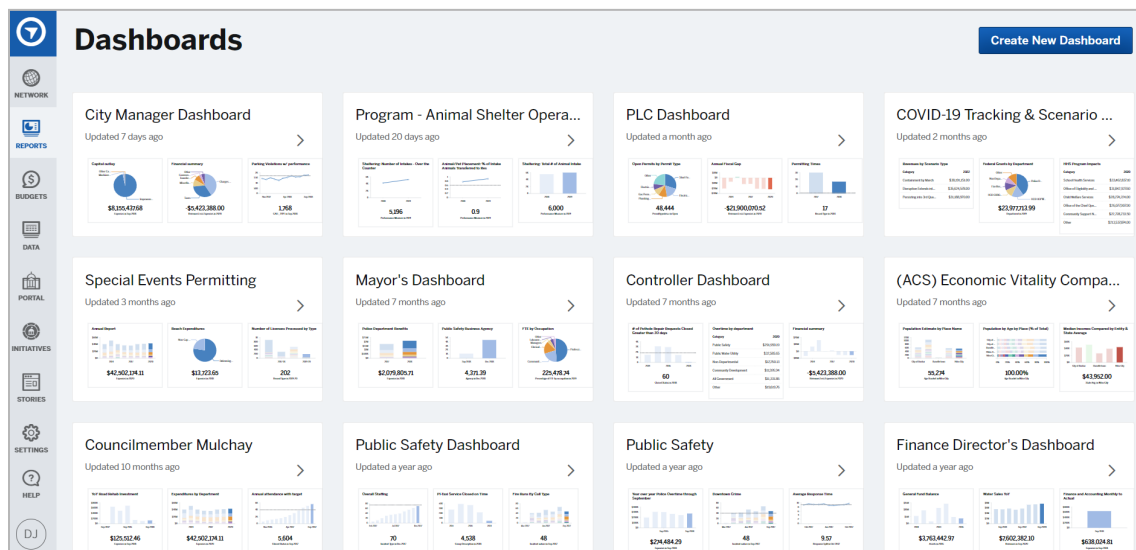
Simplify online budget book publication.

Establish a framework for building your online budget book faster and more accurately, making the process repeatable and scalable for future cycles.



Centralize dashboards onto a single Reporting & Transparency platform.

Powering OpenGov Budgeting & Planning is the Reporting & Transparency platform. Integrate and synchronize your financial and non-financial data with other data sources including your ERP. When any data point changes, all reports automatically update. You can go beyond seeing your outcomes and truly understand the reasoning behind performance with OpenGov's reporting platform. Then, add context to your outcomes and insights and share internally and externally.

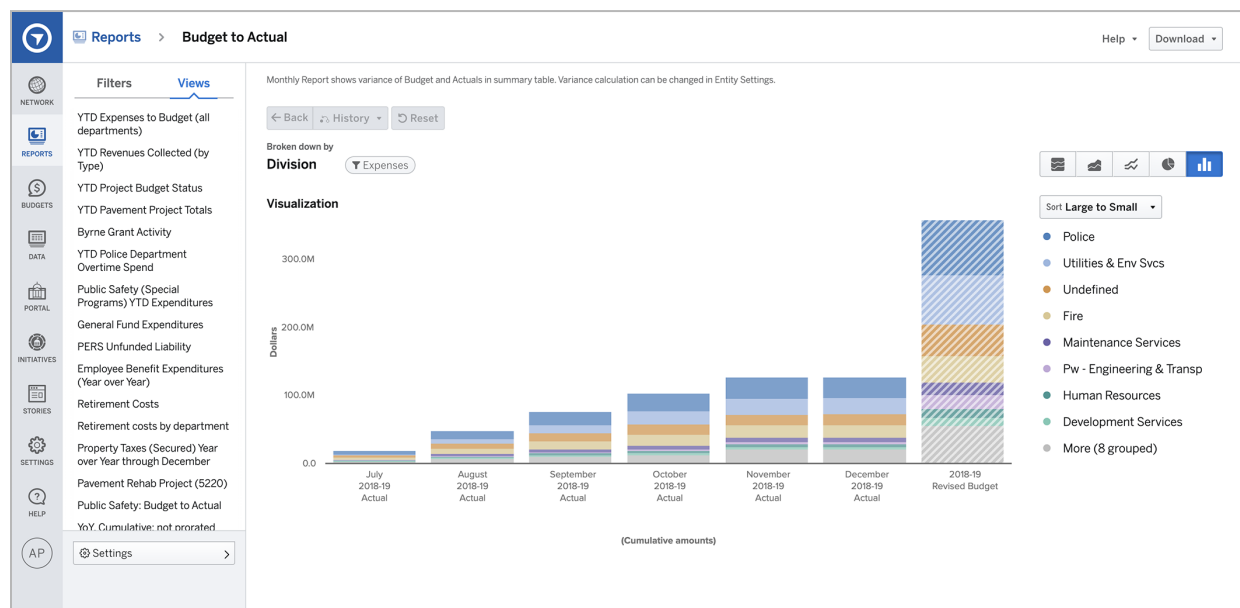


Reporting & Transparency Platform

Centralize reporting and align data with context for internal and external stakeholders

OpenGov Budgeting & Planning is powered by our robust **Reporting & Transparency Platform**.

Built with a data-first mindset, OpenGov's Reporting & Transparency Platform powers Budgeting & Planning with unparalleled reporting and transparency capabilities to drive faster, more effective decisions, and understand the public response. OpenGov was founded on the principle that better transparency and civic service are paramount to the future of state and local government. Trusted by hundreds of forward-thinking customers, the Reporting & Transparency Platform provides a seamless connection between back-office capabilities and industry-leading communication tools – transforming better civic engagement from aspiration to reality.



Reporting & Transparency Use Cases

- Interactive budget summary
- Satisfactory survey
- Participants budgeting
- Performance reporting
- Stakeholder engagement
- Citizen ideas/feedback portal
- Internal project coordination
- Emergency communication
- Strategic planning

Present complex information that all parties can understand.

Keep internal and external stakeholders updated on performance and aligned around high-level strategic goals. Gain at-a-glance insights with interactive dashboards, take action with customized alerts, or dive into the granular details for deeper analysis.



Broaden citizen engagement.

Supplement public hearings with virtual town halls, budget simulations, and online surveys that are easy and convenient. You can gather broader feedback from residents by reducing the barriers of involvement.

Reduce reporting bottlenecks across your organization.

Free up your IT and Business Intelligence professionals with centralized reporting and immediate access to necessary day-to-day data for every department.

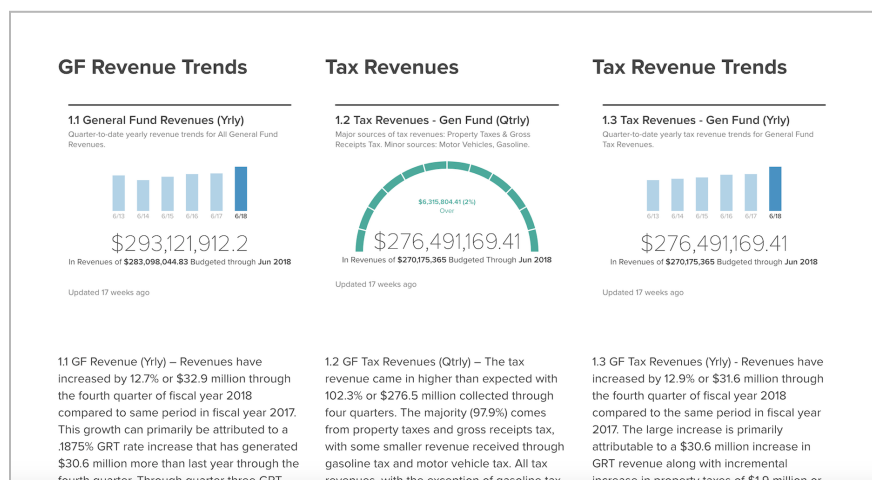


Achieve your communications objectives.

Put your operating and strategic plans online in a way that your constituents can easily understand and even interact with. Tell the stories behind your data by quickly creating, editing, and publishing content in real-time, while easily incorporating feedback. Then, identify and analyze engagement by seeing the number of views, unique visitors, and social sharing metrics.

Focus on outcomes with dynamic reporting functionality.

Establish goals for departments, programs, or initiatives, then track relevant KPIs to keep external stakeholders updated on spending, performance, and progress.

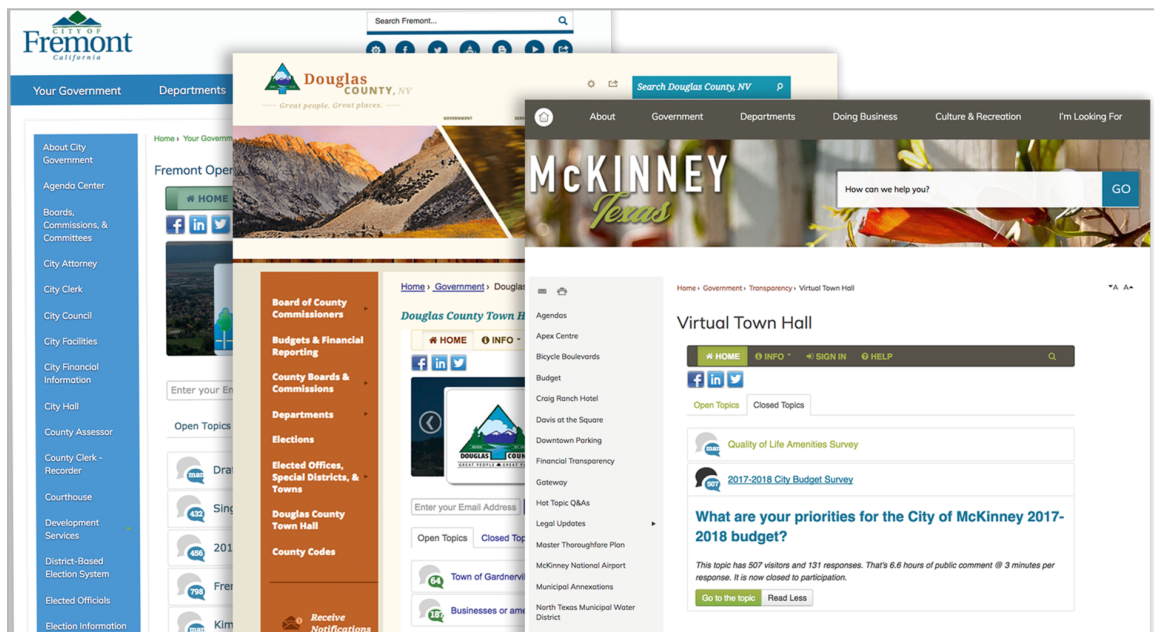


Communicate clearly and increase transparency with stakeholders.

Create and share content easily and quickly. Use a simple, drag-and-drop page builder to combine your data with images, dashboards, maps, and narrative context. Present complex information in a way that's easy for anyone to understand. Share via email, social media, or through your agency's website.

Capture feedback online, at meetings, or on the go.

Record feedback from residents, colleagues, and other stakeholders at any moment through online surveys, virtual town halls, mobile forms, or budget simulations.



Additional Features

- **Share the data behind the news.** Visually dynamic tiles reveal the yearly, monthly or weekly breakdowns of your underlying report through pie charts, stacked bars, and summary tables.
- **Better project planning.** Fulfill public input requirements for grant applications and collect the public response you need to for planning large-scale projects.
- **Social media impact.** Share your published pages on Facebook, Twitter, Nextdoor, or LinkedIn and track your story's analytics in OpenGov.



"OpenGov has absolutely [made us more proactive](#) in looking at data and attacking the data, instead of saying, 'It's too big.'"

Andrew McCreery

Finance Director | Township of Mt. Lebanon, PA

"OpenGov is very helpful in identifying where trends have been, and how to estimate future years. It allows us to [see where we need to focus our financial energies.](#)"

Aimee Tihonivich

Budget and Finance Director | Pueblo County, CO



Mission-Driven Expertise

[The OpenGov Team](#) has over 400 years of combined Government experience. Check out just a few of our star players, and their specific experience in the public sector below...



ZAC BOOKMAN
CEO

Former Special Advisor for Rule of Law and Governance with the International Security Assistance Forces



MONICA COOK
Senior Manager Solutions Engineering

Former HHS Researcher at the Public Policy Institute of California (PPIC)



CHARITY HOLMAN
Application Support Lead

Former Deputy City Secretary at City of Westworth Village, Texas



MIKE MCCANN
VP of Government Finance Solutions

Former Assistant Finance Director at City of Monterey, California



ROBERTO RUIZ
Implementation Analyst

Former Senior Budget Analyst at Teacher Retirement System of Texas



SCOTT COBLE
Director, Solutions Engineering - Budgeting

Former Technology and Process Manager, OMB, at Montgomery County, Maryland



ARIANNA TUCKEY
Solutions Consultant

Former Supervisory Budget Analyst at the FBI



MARK WELCH
Manager, Solutions Architecture

Former Administrative Services Director at City of Ashland, Oregon



JAMIE CASTELLANOS
Integrations Engineer

Former Application Analyst at City of Berkeley, California



MICAH INTERMILL
Solutions Engineer

Former Budget Director at Minneapolis, Minnesota



ALMIS UDRYS
Director of Professional Services

Former Assistant Chief Operating Officer at San Diego, California



JENNIFER NORDIN
Technical Account Manager

Former Budget and Performance Analyst at Montgomery County, Maryland

Awards & Credentials

As mentioned above, OpenGov employees have over 300 years of collective government employment experience, and many of our key personnel are members of government-focused organizations like [GFOA](#) and [ICMA](#). OpenGov has consistently appeared on the [GovTech 100 list](#) for several years, was awarded the [Bay Area Top Workplaces 2020](#) and most recently was named to the [Forbes 2021 list of America's Best Startup Employers](#). We focus our hiring on top-tier talent pools for individuals with proven track records in government and/or the government technology SaaS industry.



Company History & Customer Stories

After witnessing the City of Palo Alto spend over \$10 million on an ERP system that was delivered on 20 discs and had green screens, OpenGov's founders learned that governments across the country were similarly hamstrung by outdated technology. The public sector has been underserved by its vendors for decades, while the digital era has transformed consumer experiences and private sector organizations.

State and local governments deserve access to modern cloud software suited for their increasingly complex needs. Citizens deserve to know that their tax dollars are being spent by effective and accountable organizations. Our public sector leaders deserve to be supported by companies who act as true partners. In order to address these needs, OpenGov was born in 2012.

Today we have over 1,200 government customers using our cloud-based suites. Below are the stories of just a few of our customers who have adopted OpenGov Budgeting & Planning to transform their communities...

How Tampa is Transforming for Tomorrow with OpenGov

The City of Tampa was looking for software that would provide leadership with the real-time data they needed to make informed, transparent, and transformative decisions. With the implementation of OpenGov Budgeting & Planning, the City enabled a variety of capabilities to modernize its budgeting and financial processes, including:

- Reviewing, versioning, and approving department budget proposals from a single portal
- Building a printed or online budget book faster, while preserving institutional knowledge with access to historical records
- Providing staff and residents with critical budget information via powerful dashboards and data visualizations

With OpenGov, the City of Tampa transformed into a more effective and accountable government, empowered by connected data sources, better budget processes, and a greater foundation of trust between the City and its constituents.

For the full story, [click here](#) to watch how Tampa is for Transforming Tomorrow with OpenGov.



"Affordable homes, good paying jobs, reliable mass transit, and an overarching view of resiliency and sustainability – that's what OpenGov allows us to track."

Jane Castor

Mayor | Tampa, FL

Ukiah, CA Saves 600 Hours and \$90k with Collaborative Budgeting

The City of Ukiah, Calif., the first city in California to publish [a fully digital budget](#), was presented with an Innovation Award at this year's California State Municipal Finance Officers conference for its work using OpenGov's interactive budget book to publish the fully digital budget. Here's why the City is so deserving of this award:

- Increasing Community Engagement**

OpenGov's budgeting software has transformed how the City reports and shares its budget with the public and has significantly increased residents' ability to engage with the data. Community members can now access the budget through a user-friendly online format, where they can view the budget broken down by funds and departments, and even change views using different report and chart styles.

- Save Time Energy and Resources in Budget Development and Review**

Due to the more streamlined process, the City's cost to produce the budget decreased significantly from \$200,000 to about \$113,000. Those funds will be reinvested in focusing on more detailed data analysis and daily work that often gets set aside during budget season. "We were able to **reduce time spent building the budget by about 600 hours** since implementing the new system," said Financial Services Manager Daphne Harris. "Three years ago the budget I worked on was just over 1,000 pages; we were able to **reduce it to about 500 pages and now we have gone completely paperless with an online budget.**"

For the full story, [click here](#) to watch how Ukiah, CA saves with collaborative budgeting.



"It was a vision that we had, and an opportunity, and we just ran with it. We needed to do this, this is the next evolution of budgeting. "

Daphne Harris

Financial Services Manager | The City of Ukiah, CA

For more customer stories on how OpenGov's solutions are driving success in communities around the country, please visit: <https://opengov.com/customers/>

OpenGov Premium Support Overview

OpenGov offers Premium Support to help organizations on their journey to successfully adopt OpenGov's solution suites. With Premium Support, increased Service Level Agreement (SLAs) mean that we start working on urgent requests even on weekends. In the spirit of addressing problems quickly, Premium Support's designated OpenGov contact builds a relationship with you and understands your organization and the nuances of your OpenGov application setup.

OpenGov's Support Philosophy is simple: You invest in us. We invest in you. We are driven by customer success. If you ever need help or have questions about your system, we want to make sure you get well-informed, proactive support from the OpenGov team. Our goal is 100% satisfaction.

We have three main components to our philosophy for ensuring every customer is successful and happy:



Access to our team of Government Solution Experts: This team, composed of former government finance directors, chief information officers, budget and performance analysts, and others, provides insight and expertise, best practices, and context to the people that use OpenGov's suites driving efficiency and outcomes for your agency.



Customer Success: Our Customer Success team supports you from deployment through adoption and beyond. You will get up and running quickly and receive the training and support that you need to maximize the value of your investment in OpenGov.

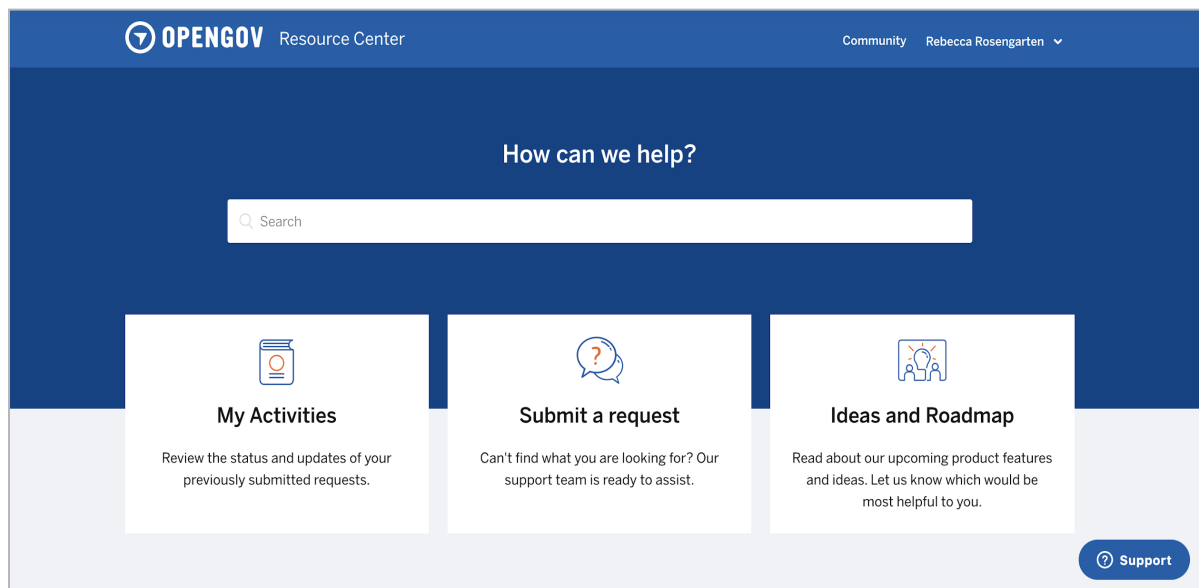


Customer Support: OpenGov Support is staffed by a veteran team with over 95 years of combined government experience. Our highly trained support analysts are available to solve any issues that you encounter within OpenGov's suites. We are committed to resolving your issues in a timely fashion and to your satisfaction.

Resources and Support

As an OpenGov customer, you are supported by our Customer Success team from deployment through adoption and beyond. When you contact OpenGov, your first point of contact will be a real, live person. OpenGov provides best-in-class standard support resources such as telephone, email, chat, and an online portal as well as additional engagement channels like webinars, user groups, and a resource center.

- **User Groups:** Our subject matter experts host regular user groups online and in person. Learn from the pros and your peers!
- **Resource Center:** We provide you with articles and videos to enhance your learning and education of OpenGov.
- **Free Webinars:** As a customer, you can look forward to engaging and informative webinars. Get a crash course in performance management or learn about the latest features of your OpenGov software.



"The responsiveness was incredible. They always had an answer for us and were always open to recommendations and suggestions. I was just blown away by their level of professionalism and knowledge of the system."

Dannette Allen

Finance Director | City of Diamond Bar, CA

Premium vs Standard Support

OpenGov Premium Support provides customers a level of support above and beyond our Standard Support. This level of support provides a host of options, from a 24/7 Resource Center with documentation and case access to live business day phone support. Our support processes are designed to support you throughout your journey with OpenGov. Premium Support is intended for customers who view their Budgeting, Planning, Performance Reporting, and Transparency solution as mission-critical and therefore require expedited response times.

Offering	Standard	Premium
Unlimited Number of Support Cases per Year*	✓	✓
Unlimited Access to OpenGov Resource Center	✓	✓
Unlimited Online access to the Support Request Portal	✓	✓
Access to Phone/Chat Support 24 hours each day, 7 days per week, 365 days each year	✓	✓
Designated OpenGov Contact	✓	✓
Increased Response Times	-	✓

* Support Cases are defined as issues related to the OpenGov Software Services.

OpenGov University & Training

OpenGov is the leader in modern cloud software for our nation's cities, counties, and state agencies. On a mission to power more effective and accountable government, OpenGov serves more than 1,100 agencies across the U.S.

OpenGov University helps your government staff become power-users of our software. With unlimited access to the tools below, your staff can easily adopt new features and ensure that best practices are followed when business processes are enhanced with our technology solutions. Access to OpenGov University includes:



Training from OpenGov Experts

Walk through core functionality with your OpenGov deployment team as defined in the Statement of Work.



OpenGov Resource Center

Read help articles, review company announcements, or chat with Support.



Self-paced learning modules

Learn OpenGov product suites with on demand training in our learning management system.



In-app guidance

Master your software with instructions and helpful hints offered while using the software.



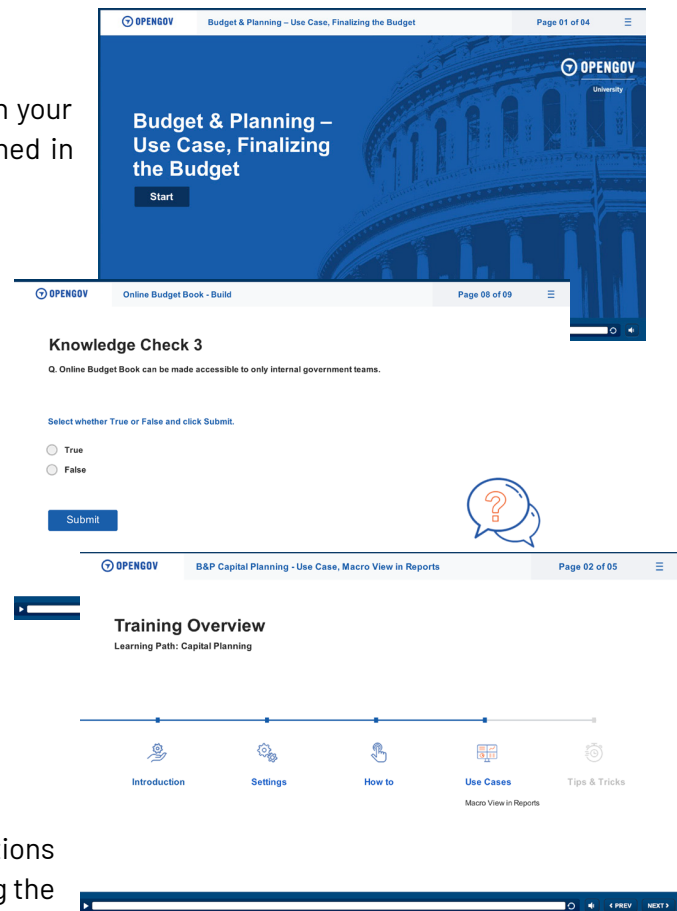
Training Workshops

Access our recurring, virtual training series on product best practices.



Live Training Events

Join OpenGov's hybrid or live trainings around the country.



Benefits of OpenGov University

Maximize your investment

Save time by accelerating your team's knowledge and confidence to apply the software and best practices to your government.

Successful Change Management

Shorten the time for a new team member to provide value to your department.

Empower your teams

Develop confidence in working with OpenGov by understanding how to use our tools to best improve your team's effectiveness.

Training that grows with you

Ensure that new employees have easily accessible training as both your team grows and as your future-proof technology investment evolves.

Available on your schedule

On-demand training when you need it, to help get the entire team on the same page.

Deliver modern software to your government

Leading governments are deploying modern software to improve their process, reduce their costs and deliver more to their communities.



"I understand so much more about what we can do with the system after completing the OpenGov University classes, I am just so excited about the ways we are using all the features this year."

Amelia Cruver

Budget Director | City of Minneapolis, MN

Partnership Investment Summary

OpenGov's pricing model consists of an annual subscription with 5% YOY escalator for the associated software and one-time professional services components.. Our professional services include everything needed to ensure a successful launch: Initiation, Configuration, Validation, Deployment, and Training. **OpenGov offers an unlimited pricing model, meaning customers are not limited to the number of users, logins, dashboards, reports or datasets.** Rather, we charge a relatively flat, annually recurring subscription fee to encourage our customers to utilize the platform, increase adoption throughout their organization, get valuable unlimited usage, and have a predictable annual cost.

Software	Description	Year 1	Year 2	Year 3	
OpenGov Budgeting & Planning	Operating Budget Capital Budget Workforce Planning Priority Based Budgeting Online Budget Book	Total \$38,268 \$26,788	Total \$28,127	Total \$29,533	Annual
Reporting & Transparency Platform	Strategic Planning Reporting & Analysis Performance Dashboards Financial Integration				

Professional Services Deployment Fee			
Professional Services Hourly rate \$245 Discounted to \$195	200 Hours	\$39,000	One-Time
	<ul style="list-style-type: none"> COA: 10 hours Operating Budget: 30 hours WFP: 25 hours 		

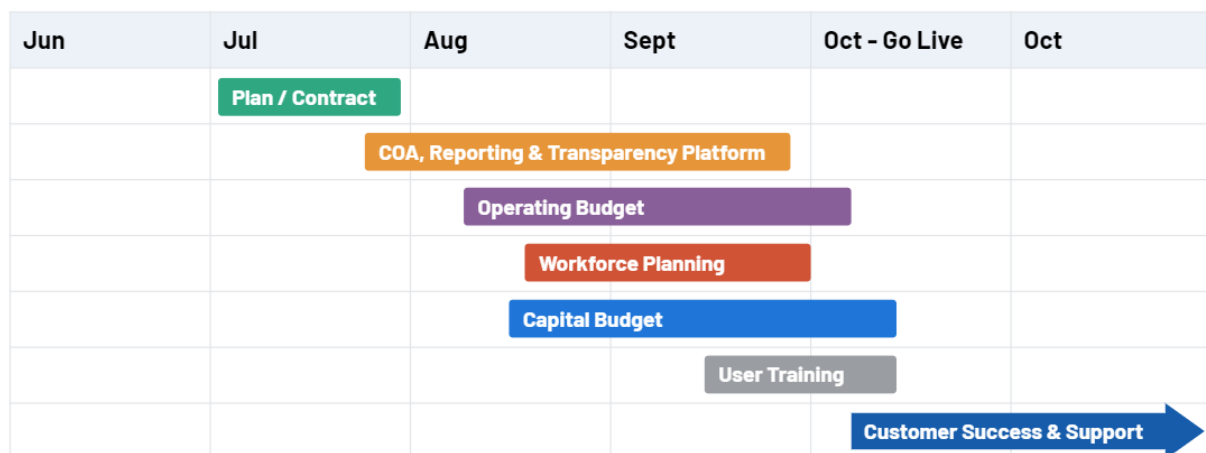
	<ul style="list-style-type: none"> • Capital Budget: 30 hours • 2 End User Virtual Training(s): 4 hours • Standard OBB: 65 hours • Integration: 43 hours • Project oversight: 58 hours 		
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**The pricing above is contingent upon OpenGov's current understanding of the project. Due to the complexity of projects like this, pricing may be adjusted upon further discovery sessions with the City to establish alignment between both parties on key objectives, expected timelines, future-state vision, etc. We look forward to meeting with you soon!*

Sample Deployment Timeline

OpenGov's implementation timeline typically follows a 12-16 week schedule from project kickoff to the Go-Live date. Depending on the City's level of commitment to the project, availability, etc. We have the ability to expedite this process and deliver a faster, successful Go-Live date. This sample deployment timeline model, specific to the City of Kansas City, MO was carefully reviewed by both the OpenGov team and KCMO City Staff as we work backwards from September of 2022. The below timeline assumes a tentative project kickoff date in August of 2022 with milestones scheduled to Go-Live between September and December of this year. This timeline will allow for adequate training and validation of software and associated workflows between September - December of 2022 to ensure that the City Staff are set up for continued success for decades to come. Taking into consideration these factors, we do highly recommend beginning such a project by August of this year.

Kansas City, Missouri – Sample Deployment Timeline



*The sample deployment timeline above is contingent upon OpenGov's current understanding of the project. Due to the complexity of projects like this, timelines may be adjusted upon further discovery sessions with the City to establish alignment between both parties on key objectives, expected timelines, future-state vision, etc.



2 Mill & Main; Suite 630; Maynard, MA 01754

Service Order

Created by	George Hoermann
Contact Phone	(203) 246-3611
Contact Email	ghoermann@cleargov.com

Order Date	May 30, 2023
Order valid if signed by	Jun 15, 2023

Customer Information					
Customer	The City of Republic, MO	Contact	Bob Ford	Billing Contact	Bob Ford
Address	204 North Main Ave	Title	Finance Director	Title	Finance Director
City, St, Zip	Republic, MO 65738	Email	bford@republicmo.com	Email	bford@republicmo.com
Phone	(417) 732-3100			PO # (If any)	

This Service Order will be contracted through...	
Procurement Aggregator	ClearGov Contract
Buyboard	Buyboard Proposal No. #692-23

The Services you will receive and the Fees for those Services are...		
Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 1	\$ 9,000.00
ClearGov Setup Bundle Discount: Discount for bundled solutions	Tier 1	\$ (3,150.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME		\$ 5,850.00
Subscription Services	Tier	Service Fees
ClearGov Operational Budgeting - Civic Edition	Tier 1	\$ 9,100.00
ClearGov Personnel Budgeting - Civic Edition	Tier 1	\$ 8,300.00
ClearGov Capital Budgeting - Civic Edition	Tier 1	\$ 6,200.00
ClearGov Digital Budget Book - Civic Edition	Tier 1	\$ 5,200.00
ClearGov Transparency - Civic Edition	Tier 1	\$ 4,500.00
ClearGov Budget Cycle Management Bundle Discount: Discount for bundled solutions	Tier 1	\$ (11,655.00)
Single Sign-On Authentication: Add-On	Tier 1	\$ 500.00
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$ 22,145.00

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
Setup	Jul 1, 2023	Jul 1, 2023	ClearGov Setup Services
Pro-Rata	Jul 1, 2023	Dec 31, 2023	ClearGov Subscription Services
Initial	Jan 1, 2024	Dec 31, 2026	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Jul 1, 2023	\$ 5,850.00	One Time Setup Fee
Jul 1, 2023	\$ 11,072.50	6 Month Pro-Rata Subscription Fee
Jan 1, 2024	\$ 22,145.00	Annual Subscription Fee

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

Billing Terms and Conditions

Valid Until	Jun 15, 2023	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions

Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period (s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	This ClearGov Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer

Signature	
Name	Bob Ford
Title	Finance Director

ClearGov, Inc.

Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)

This Service Order is a Customer Upgrade	No	If Yes: Original Service Order Date	
-------------------------------------------------	----	--------------------------------------------	--

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
 - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
 - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
 - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
 - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
 - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
 - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

From: Bob Ford
Sent: Thursday, June 1, 2023 8:46 AM
To: Lisa Addington
Subject: Budget Software Background and Council Request
Attachments: Budget Software Item Analysis and Background.docx

Lisa

Attached is a Memo describing the budget software purchase request. While I didn't do a formal RFQ:

- We have 3 quotes from the top Public Sector budget software providers, who have customers who are also Tyler Customers – so the linkages are in place between the two software platforms. Had we done a formal RFQ, these providers would be the finalists – we just saved 60 days so that we can implement the new software before FY2024 budgeting begins.
- I've further identified an Exception to the Competitive Bidding requirement in the memo but since it specifically says the City Administrator supports this action, Megan would like to have David's signoff.

Thank-you for the help.

Best regards,


Bob



Bob Ford

Director of Finance
City of Republic, Missouri
BFord@RepublicMO.com
Cell: 417-459-9299
Phone: 417-732-3131 • Fax: 417-732-3146
213 N. Main Ave. • Republic, MO 65738

REPUBLIC
MISSOURI

Approval: Send to Council 6/6/23

6/1/2023

Project/Issue Name: Resolution of the City Council Authorizing the City Administrator to enter into an Agreement with Questica to provide a Budget Software Solution.

Submitted By: Bob Ford, Finance Director

Discussion and/or Analysis.

The City of Republic (the "City") historically has performed its annual Budget and periodic updated Forecasts in Excel, which while adequate, requires significant resources both human and time to update and maintain. In an effort to improve our Budgeting & Forecasting Process, the City has explored moving to a more sophisticated Budgeting Software Suite. To that end, an evaluation team made up of personnel from finance, information technologies and city administration has reviewed a number of best-in-class budgeting software solutions. Aside from the general requirements for any Budgeting & Forecasting platform to generate operating, capital and personnel budgets, the City further requires that any qualified software provider should also:

- Only focus on the Public Sector; and
- Be familiar with Tyler. Furthermore, to have numerous customers utilizing Tyler Incode 10 with linkages already established between the software platform and Tyler.

As a result of that analysis, one software platform was initially eliminated from consideration for a lack of public sector experience and Tyler integration. The remaining three platforms evaluated provide operating, personnel and capital cloud-based budgeting solutions and allow for multi-year budgeting and unlimited what-if funding scenarios, plus seamlessly integrate with our financial system Tyler. In all cases, the public sector budgeting software solutions evaluated by the City's evaluation team are used by hundreds of government agencies across North America.

All three finalists have provided pricing, which is attached hereto. While not a formal Request for Qualification ("RFQ") all three finalists are qualified to provide such service, and have provided pricing, which is attached hereto. Furthermore, the unique requirement of Tyler familiarity and integration provides an exemption from formal Competitive Bidding as per Section 7.D.5.g of the City's Purchasing Policies whereby *"items or services for data processing when the item or service is designed to be used in connection with an existing data process system and the City Administrator or City Administrator designee has determined that it is reasonable to require that all such items or services to be used with the existing data processing system shall be compatible in order for the continuing operations and maintenance of the system"*.

While all three platforms are capable of providing the City a much improved and user-friendly budget software solution, Questica provides the highest level of functionality

including daily integration with Tyler, advanced technical sophistication and the “look and feel” of a user specific dashboard that the evaluation team was seeking to deploy. Implementation and integration of Questica into the City’s budgeting process & existing financial system will take 12-14 weeks to complete, which in order to meet our Fiscal Year 2024 budget submission, requires the City to solidify the contract with Questica no later than June 15.

Recommended Action

The City staff recommends that the City Council approve finalizing an agreement with Questica with pricing and terms to not exceed the annual subscription and integration amounts outlined below in Attachment A.

Attachment A

Budgeting Software Solutions

Pricing Analysis

	Questica	ClearGov	OpenGov
Year 1	\$29,032		\$38,268
Discount	<u>(\$5,242)</u>		<u>(\$11,480)</u>
Net Year 1	\$23,791	\$11,073	\$26,788
Year 2	\$30,484	\$22,145	\$28,127
Year 3	\$32,008	\$22,145	\$29,533
Year 4	\$33,608	\$22,145	
Year 5	\$35,289		
Implementation		\$9,000	
Discount		<u>(\$3,150)</u>	
Net Imp Cost	\$12,940	\$5,850	\$39,000

Annual pricing schedule based on anniversary date	Pricing prorated for Yr.1 and based on calendar year renewals Yrs.2-4	Annual pricing schedule based on anniversary date
---------------------------------------------------	-----------------------------------------------------------------------	---------------------------------------------------

My name is Christopher Updike, as you know. You also know I am a fellow Councilman for this great city. But, right now I am talking to you as a citizen of the city. I have had this idea for a while and did little research on it. But after more and more research, to me, found out this is a bigger issue. At first it was about my life in the city. But again more reading it became clear on how to make this city better for my young adult children. On Christmas day, this initiative now, took a whole new life. That's when Liddia Grace, my granddaughter, entered my life. Now this project is to make the City of Republic better for Liddia's generation and beyond.

Now, this issue I have mentioned is something we all have dealt with. It's something we can get better at and don't realize. It's something that we can do but don't. Now, it's something Liddia Grace will face as an adult. Its sustainability. It's easy to overlook and easy to miss. It's also understandably to change and we don't really mean to ignore it.

Tonight, I am going to bring to you this idea and hopefully, it's something we can continue to talk about.

A great man named David Cameron once gave us a book that not a lot of us even opened. It's something about pillars that hold up something like his house we live in. he also once said that "People trust clear air and distrust ambiguous". Now I thought it was weird until I realized he meant clarity and not clear air. Then later, he kept asking us who has a monkey. I didn't know I didn't have a monkey and knew, now, he meant something else by it. In the book "TRUST EDGE" by Davis Horsager, we outlines 7 pillars a city should be on the same page about. I agree with this and want to add 4 smaller pillars that should be stood on also.

Sustainability is defined as: *noun*

1. The ability to be maintained at a certain rate or level

Or

- Avoidance of the depletion of natural resources in order to maintain an ecological balance.
- * used by the Oxford Dictionary.

But, in this project I want to use it as a verb. An action to bring out the best we can do.

The First Pillar of this Sustainability Initiative is Social. Social sustainability aims to preserve social capital by investing and creating services that constitute the framework of our society. The concept accommodates a larger view of the world in relation to communities, cultures and globalization. It means to preserve future generations and to acknowledge that what we do can have an impact on others and on the world. Social sustainability focuses on maintaining and improving social quality with concepts such as cohesion, reciprocity and honesty and the importance of relationships amongst people.*

The Parks and Rec Department of the City has already got great programs and host a wide variety of events. There is also groups like, Kiwanis, Chamber of Commerce, and local charities and non-profits who would events also.

Here is 3 ideas that the city could possibly do to keep a more social impact on us.

- a. Low Power Radio Station. Maximum range on these is low cost and has a radius of about 3 miles. Which would be anywhere within city limits.
- b. Local TV station. We had a scrolling info channels for a while that broadcasted the Council meetings. We can restart this and host live events, sports events, local happenings and anything else City related.
- c. Team with the Historical Society and co-host events to bring our proud city closer to the front. Maybe team up and build the old Depot location off Main and Walnut Streets. Move the Society over there.

Project idea 1. Pop Up Events. Meaning that these events can pop up in a business parking lot, empty field, HOA, local neighborhood or anywhere we can get permission. We can even go out and say that we can do pop up events in any local event. Sucker Days, Apple Butter Making Days or any area city where we can go out and be friendly. Cities like Clever, Billings, Aurora, Mt Vernon, or Marionville would be ideal to strengthen a bond with. WE even could go out and say any regional or state event we can go and set up a booth to say HI to anyone we shake hands with.

Project idea 2. City Merchandise. We could create. Develop and print our own line of clothing. We can print stickers, caps, beanies, cups or anything we can easily sell or give away at pop up events. We could offer contests and prizes for people who create ideas and we put them into use. We even could poke fun at ourselves and create a line with the old Logo and leave the Fish blank or add a black/orange stripe to signify our schools colors.

Project idea 3. Tourism. We have in fact a National Historical Place registered within the City Limits. Where is it? 406 N Pine. The Elijah Teague House. We can develop a list of 20 places TO DO or SEE or EAT in the Republic area. Like a Must Visit, Must See and Must Eat kind of thing. For example, Visit the Ray House at Wilsons Creek National Battlefield before going to E's Inn for lunch. This list brought up can be put up for the People of Republic and voted on by the city. We could also add local spots close to Republic and help boost any smaller town we add to the list and help out our friends.

The Social impact of this is numerous and we would also be generating a new source of families who are thinking about moving here. The more social we can be can only bring a positive impact to the area, not just Republic.

The Second Pillar of the Sustainability Initiative is Human. Human sustainability aims to maintain and improve the human capital in society. Investments in the health and education systems, access to services, nutrition, knowledge and skills are all programs under the umbrella of human sustainability. Human sustainability encompasses the development of skills and human capacity to support the functions and sustainability of the organization and to promote the wellbeing of communities and society.*

This pillar is key to me and the reasoning why are ideas of Projects 1 and 2.

First, Education. Education is vital to the world we live in. Our local school district does an outstanding job. As for students, staff and even the district (athletic and scholarly or the schools themselves) have been award winners and recognized by the state on numerous occasions. As a city, we put our kids first. We have even opened an OTC outreach here in town. We also love and pay attention to our local home school kids as well. The reasoning is that the more info we put out the citizens can create their own opinion and see everything we put out. The more knowledge we put out even on social media can impact us both good and bad. The best thing is, that if anyone wants to reach out to anyone in the city they can. We will listen to anyone and will explore options to try to remedy the situation.

Secondly, Healthcare. The city has been grateful for our medical facilities being upgrade by Jordon Valley and Cox. WE have other types of doctor types here in town. Chiropractors, Masseuses, and other as well. That would include Counselors, Therapists, and Pharmacists. Ideally, we would partner with Cox or Mercy to create a small hospital for non-critical, minor surgeries, and non-life threatening ER. This would also lessen the burden of Urgent Care or ERs at Cox and Mercy. Locations like Monett or Aurora would be seen as models. We need the availability of strong healthcare to make sure we stay strong.

The Third Pillar of the Sustainability Initiative is Economic. Economic sustainability aims to maintain the capital intact. If social sustainability focuses on improving social equality, economic sustainability aims to improve the standard of living. In the context of business, it refers to the efficient use of assets to maintain company profitability over time.* It also refers to practices that support long-term economic growth without negatively impacting social, environmental, and cultural aspects of the community.*

Project 1 is Recycling. The key is that we have a center that we keep open more available to the public. We can have special recycling days that we can take in electronics only. Making sure those electronics don't get sent to our local landfills. We can have special large appliance day. People can bring out there old furniture, refrigerators, beds, or any items deemed too large for local trash companies. Any of these we can cohost with any local trash service and bring out their dump bins and have dedicated trucks there to refill and dispose of any said items. This way it would lessen the burden of local businesses what have to deal with people who illegally dump items in their trash and having to deal with it. This would make sure items bad for our land is disposed of properly.

Project 2. Urban Farming. This may be not what you think or maybe it does. With the price of food going up, people have been spending less on food and trying to grow it themselves. Budgets for food in some families in the city isn't the same door to door. The city can partner up with, for example, Convoy of Hope. The idea would be to hold classes for the citizens on how to grow the best crops they can and be able to help feed their family. After the classes, people can go into their backyard and start a small garden to support the family. Of course wed have numbers to call for any info, questions or advice people would need. This could also bring neighbors together if one has an excess of something they have grown.

To make this point, anyone of us can help ourselves economically on a daily basis. We can save money by:

- a. Hanging clothes outside or in a covered deck
- b. Composting leftovers as fertilizer
- c. Buying energy efficient appliances
- d. Collect rainwater for plants and animals
- e. Grow, in previous mentioned, a garden.

The Fourth and last Pillar of the Sustainability Initiative is Environment. Environmental sustainability aims to improve human welfare through the protection of natural capital (e.g. land, air, water, minerals etc.). Initiatives and programs are defined environmentally sustainable when they ensure that the needs of the population are met without the risk of compromising the needs of future generations. This places emphasis on how the city or local businesses on how they can achieve positive outcomes without doing any harm, in the short or long term to the environment.

Project 1. The idea of protecting the Earth is EV Chargers. Now with the growth of EV vehicles we need to make sure we can keep up with this. Having EV chargers around town would welcome people to drive to Republic and shop. They know that there is a charging unit outside and stay around a little longer. EV chargers start for commercial units at around \$300 and run up to \$2000 OR LESS. With the price in mind, there is several ways we can defer cost and purchase of the units. There is many opportunities to look into:

- a. MoDot
- b. State of Mo
- c. Federal Highway Commission
- d. Federal Community Program
- e. Federal DOT through the Infrastructure Investment of Jobs Act
- f. National League of Cities
- g. EPA
- h. ARPA

Now the customer side. It would cost on average \$.12/ KWH to charge an EV and charge them as low as \$.50 a minute to hook up to a unit. So, if an EV parks and charges up for an hour, it would cost someone \$30 while costing us \$7.20 for same electricity. We can sell bulk time, subscriptions, or a flat fee that is charged to a debit/credit card.

Now the fees from these units can be used a couple of ways. One, use a portion of the fees collected to pay off student lunch debt or a way seemed appropriate by the committee. Another way is to use fees on the maintenance, upgrades and costs of work done on them. As in what it collects will pay for the units themselves.

Project 2. Dark Sky Park. This idea behind this is a park where people can take their stuff out and due astronomy. These people would also recommend Brookline park (ideal location) and have groups come out on designated nights with off duty officers there for any disruption. Partnerships we can do this is with Missouri State, Drury, Evangel, Baker Observatory, or become a Dark Sky Alliance member. International Dark-Sky Alliance would be able to put Republic on their map as a location to see and visit. This would also bring in a new tourism street we have not thought of.

Project 3. Carpooling/ Public Transportation. Social, Economic and environmental ideas would be a huge boon for the city in many of ways.

- a. Reduces greenhouse gasses
- b. Reduces miles on vehicles to make them last a little longer
- c. Reduces miles on a vehicle that needs less repairs.
- d. Reduces air pollution

Opening a carpool lot on a vacant piece of land where people can park their cars and ride with someone else. Lots can/would be patrolled often and make sure those cars are safe. Just develop the site with chained in area and have it well lighted and cameras possibly.

Develop a Mass transit system is widely been mentioned before. Creating a dedicated bus route from Springfield to say Walmart on a designate time pattern to let us go into Springfield and leave the car behind. OTO has been in discussion about this with a lot of other local communities and is on their radar.

Offer a local taxi company like Yellow Cab a location to run an office out of Republic. We all have seen their cars here a lot in town anyways. Offer a deal to see if they would be open to opening a location in town and make it more accessible to people, especially ones with disabilities.

Walkable/Bikeable paths. The City, OTO and Wilsons Creek have already been in discussion, planning and creating a pathway to link up the Ozarks Greenway path. A more risky ideas is to close off streets for pedestrian use only. Locations can be discussed or looked into.

IN CONCLUSION

The Easiest way to start something is to quit talking or griping about it and begin to do it. This can create new friends, relationships and memories.

Nature Knows Best
All Forms of Life are Equally Important
Everything is Connected
Everything Changes
Everything must go Somewhere
Everything Started with an Idea
Ours is a Finite Earth
Friendship is another Word for Love

Thanking you for letting me bring this idea to you. I have worked hard and did my research before bring this to you. Any quotes, mentions or questions I have on reference and available. I hope you would take this Initiative to heart and start an open dialogue and start the ball rolling. If you want to want change, you have to invite chaos.

Councilman Christopher Updike