REPUBLIC MISSOURI

AGENDA

City Council Meeting
Municipal Court Building, 540 Civic Blvd
August 22, 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
Clint Gerlek, Ward IV

Call Meeting to Order

Opening Prayer

Pledge of Allegiance

Citizen Participation

Consent Agenda

1. Approve July 18, 2023 City Council Minutes.
2. Approve Vendor List.
3. As per RSMo. 109.230(4), City records that are on file in the City Clerk's office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's office.
4. 23-R-46 A Resolution of the City Council Authorizing the City Administrator to Negotiate and Draft a Developer's Agreement with Republic R-III School District for Infrastructure Installation at the New Republic Intermediate School.
5. 23-R-47 A Resolution of the City Council Authorizing Expenditures Relating to Two Missouri Department of Public Safety ARPA Grant Awards.
6. 23-R-48 A Resolution of the City Council Authorizing the City Administrator to Spend Up to an Additional Four Thousand Dollars for the Purchase of Base Rock from Clever Stone Company, Inc. in Connection with the Republic School District Perimeter Queuing Road Project.

Board, Commission, and Committee Schedule

City Council Meeting	August 29, 2023
City Council Meeting	September 5, 2023-Cancelled
Board of Adjustment Meeting	September 7, 2023-Cancelled
Planning & Zoning Meeting	September 11, 2023
City Council Meeting	September 19, 2023

Old Business and Tabled Items

7. 23-21 An Ordinance of the City Council Authorizing the Execution of an Intergovernmental Cooperative Agreement with Greene County, Missouri for Road Striping Services.
8. 23-22 An Ordinance of the City Council Approving the Final Plat of the Iron Grain Planned Development District Phase One.
9. 23-23 An Ordinance of the City Council Approving Execution of a Developer Agreement with Turner Residential Holding, LLC for the Continued Development of the Oak Hills Phase Three Residential Subdivision.

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**.

10. 23-24 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately Four (4) Acres of Real Property Located at 1192 South State Highway MM, from Agricultural (AG) to Heavy Industrial (M-2).

11. 23-25 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately One Point One (1.1) Acres of Real Property Located at 2314, 2318, 2326 and 2330 East Timber Oak Street, from The 12 Stones Planned Development District (PDD) to Two-Family Residential (R-2).

12. 23-26 An Ordinance of the City Council Authorizing the City Administrator to Execute an Agreement with the City of Springfield, Missouri for the Purchase of Programming Code to Design an Interface for Transferring Information from the Republic Police Department to the Prosecuting Attorney Management System.

New Business (First Reading of Ordinances)

13. 23-27 An Ordinance of the City Council Approving Execution of a Developer Agreement with Shuyler Ridge LLC for Development of Phase Four of The Lakes at Shuyler Ridge Subdivision.

14. 23-28 An Ordinance of the City Council Approving a Special Use Permit for Gator State Storage FP, LLC to Operate a Boat, Vehicle, and Self-Storage Facility on Real Property Located at 111 and 107 West Broad Street.

15. 23-29 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 203.39 Acres, Located at 1462 South State Highway MM, from Agricultural (AG) to Garrett Farm Planned Development District (PDD).

16. 23-30 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately Ten Point Four-Four (10.44) Acres, Located at 688 South Kansas Avenue, from Agricultural (AG) and Medium Density Single-Family (R1-M) to Two-Family Residential (R-2).

17. 23-31 An Ordinance of the City Council Approving Budget Amendment No. 1 to the Budget for the Fiscal Year 2023.

18. 23-32 An Ordinance of the City Council Setting the 2023 Property Tax Levies for the City of Republic, Missouri.

19. 23-33 An Ordinance of the City Council Approving the Final Plat of Wilson's Valley Planned Development District Phase One.

20. 23-34 An Ordinance of the City Council Approving Execution of a Developer Agreement with Wilson’s Valley, LLC for the Deferment of Certain Infrastructure Obligations in Exchange for the Developer's Dedication of Right-of-Way to the City.

Other Business (Resolutions)

21. 23-R-49 A Resolution of the City Council Authorizing the City Administrator to Execute a First Amendment with Burns & McDonnell for the Wastewater Treatment Facility Expansion Project.

22. 23-R-50 A Resolution of the City Council Authorizing the City Administrator to Extend the Engagement of Services with Grote & Associates, Inc. for Government Relations Services.

23. 23-R-51 A Resolution of the City Council Authorizing Supplemental Agreement No. 2 for the Shuyler Creek Trail Project [STBG-6900(813)] with Olsson Engineering for Additional Engineering Services in the Amount of $73,728.77.

Reports from Staff

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

1. RSMo 610.021.1 Pending and/or potential litigation. Closed session. Closed vote. Closed record.

2. RSMo 610.021.2 Real estate acquisition. Closed session. Closed vote. Closed record.

3. RSMo 610.021.3 Hiring, firing, promotion, or disciplining personnel. Closed session. Closed vote. Closed record.

4. RSMo 610.021.13 Individually identifiable personnel records, performance ratings and records pertaining to employees or applicants for employment. Closed session. Closed vote. Closed record.

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
July 18, 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, Gerry Pool, and Clint Gerlek. Others in attendance were: City Administrator David Cameron, Deputy City Administrator Andrew Nelson, 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, Assistant BUILDS Administrator Garrett Brickner, Fire Chief Duane Compton, Assistant City Administrator/Parks and Recreation Director Jared Keeling, Executive Assistant Jordan Furnas, Principal Planner Chris Tabor, GIS Manager Josh Jones, Data and Security Supervisor Michael Sallee, City Clerk Laura Burbridge, 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.

Mayor's Announcements

Mayor Russell announced the reappointments of Cynthia Hyder and Charlie Johnson.

1. Reappoint Charlie Johnson to the Housing Authority for a four-year term.
2. Reappoint Cynthia Hyder to the Planning and Zoning Commission for a four-year term.

Citizen Participation

Mayor Russell opened citizen participation at 6:01 p.m. Terry Mooneyham, 1733 E. Charles St. asked what the plans are for the old Public Works building and if there are any other plans for Main Street improvements. Mayor Russell let Ms. Mooneyham know he will have staff set up a time to discuss this with her in more detail than can be addressed in citizen participation. Mayor Russell closed citizen participation at 6:03 p.m.

Consent Agenda

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

3. Approve June 20, 2023 City Council Minutes.
4. Approve Vendor List.
5. As per RSMo. 109.230(4), City records that are on file in the City Clerk's office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's office.

6. R-23-39 A Resolution of the City Council Authorizing the Purchase of Base Rock from Clever Stone Company, Inc. for the Perimeter Queuing Road of the Republic School District.

7. 23-R-40 A Resolution of the City Council Awarding Bids for the Supply of Certain Rental Equipment on an As-Needed Basis through Calendar Year 2024.

Board, Commission, and Committee Schedule

Board of Adjustment Meeting	August 3, 2023-Cancelled
Planning & Zoning Meeting	August 14, 2023
City Council Meeting	August 15, 2023
City Council Meeting	August 22, 2023

Old Business and Tabled Items

8. **23-19 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately Seventeen Point One-Nine (17.19) Acres of Real Property Located at 3020 North York Avenue, from Agricultural (AG) to Heavy Industrial (M-2).**

   Motion was made by Council Member Updike and seconded by Council Member Franklin to have the second reading of Bill 23-19 by title only. The vote was 6 Aye-Franklin, Gerlek, Pool, Self, Updike, and Wilson. 0 Nay. 1 Abstain-Gerke. Motion Carried. Chris Tabor was available to answer questions. Council Member Franklin motioned for the passage of Bill 23-19. Council Member Self seconded. A roll call vote was taken digitally. The vote was 3 Aye-Franklin, Pool, and Wilson. 3 Nay-Gerlek, Self, and Updike. 1 Abstain-Gerke. Motion Failed.

9. **23-20 An Ordinance of the City Council Approving the Final Plat of the Stone Creek Falls Phase One Subdivision.**

   Motion was made by Council Member Franklin and seconded by Council Member Updike to have the second reading of Bill 23-20 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 23-20. 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.

New Business (First Reading of Ordinances)

10. **23-21 An Ordinance of the City Council Authorizing the Execution of an Intergovernmental Cooperative Agreement with Greene County, Missouri for Road Striping Services.**

    Motion was made by Council Member Franklin and seconded by Council Member Updike to have the first reading of Bill 23-21 by title only. The vote was 7 Aye-Franklin, Gerke, Gerlek, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried. Garrett Brickner 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.

11. **23-22 An Ordinance of the City Council Approving the Final Plat of the Iron Grain Planned Development District Phase One.**

    Motion was made by Council Member Updike and seconded by Council Member Wilson to have the first reading of Bill 23-22 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.

12. **23-23 An Ordinance of the City Council Approving Execution of a Developer Agreement with Turner Residential Holding, LLC for the Continued Development of the Oak Hills Phase Three Residential Subdivision.**

    Motion was made by Council Member Updike and seconded by Council Member Franklin to have the first reading of Bill 23-23 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.

13. **23-24 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately Four (4) Acres of Real Property Located at 1192 South State Highway MM, from Agricultural (AG) to Heavy Industrial (M-2).**

    Motion was made by Council Member Updike and seconded by Council Member Franklin to have the first reading of Bill 23-24 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.

14. **23-25 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately One Point One (1.1) Acres of Real Property Located at 2314, 2318, 2326 and 2330 East Timber Oak Street, from The 12 Stones Planned Development District (PDD) to Two-Family Residential (R-2).**

    Motion was made by Council Member Self and seconded by Council Member Franklin to have the first reading of Bill 23-25 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.

15. **23-26 An Ordinance of the City Council Authorizing the City Administrator to Execute an Agreement with the City of Springfield, Missouri for the Purchase of Programming Code to Design an Interface for Transferring Information from the Republic Police Department to the Prosecuting Attorney Management System.**

    Motion was made by Council Member Wilson and seconded by Council Member Franklin to have the first reading of Bill 23-26 by title only. The vote was 7 Aye-Franklin, Gerke, Gerlek, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried. Megan McCullough 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)

16. **23-R-41 A Resolution of the City Council Authorizing Execution of a Task Order for Engineer-Owner Agreement for Task Order No. 14 with Burns and McDonnell Engineering Co., Inc. Relating to the Wastewater Treatment Improvements.**

    Motion was made by Council Member Franklin and seconded by Council Member Self to approve Resolution 23-R-41. Garrett Brickner provided an overview of the Resolution. The vote was 7 Aye-Franklin, Gerke, Gerlek, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

17. **23-R-42 A Resolution of the City Council Awarding the Bid for Sewer Flow Metering Equipment to Core & Main LP.**

    Motion was made by Council Member Updike and seconded by Council Member Franklin to approve Resolution 23-R-42. Garrett Brickner provided an overview of the Resolution. The vote was 7 Aye-Franklin, Gerke, Gerlek, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

18. **23-R-43 A Resolution of the City Council Authorizing Execution of a Memorandum of Understanding with Modern Tractor Supply Company and Lawrence Lipscomb for City's Use of Certain Real Property as Youth Recreational League Practice Fields.**

    Motion was made by Council Member Updike and seconded by Council Member Franklin to approve Resolution 23-R-43. Garrett Cline provided an overview of the Resolution. The vote was 7 Aye-Franklin, Gerke, Gerlek, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

19. **23-R-44 A Resolution of the City Council Authorizing the City Administrator to Extend its Services Contract With Redec, LLC for Professional Advisory Services.**

    Motion was made by Council Member Wilson and seconded by Council Member Updike to approve Resolution 23-R-44. Andrew Nelson provided an overview of the Resolution. The vote was 7 Aye-Franklin, Gerke, Gerlek, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

20. **23-R-45 A Resolution of the City Council Authorizing the City Administrator to Execute a Fourth Addendum to the Agreement for Financial Consulting Services with Maximist, LLC.**

    Motion was made by Council Member Franklin and seconded by Council Member Self to approve Resolution 23-R-45. Bob Ford provided an overview of the Resolution. The vote was 7 Aye-Franklin, Gerke, Gerlek, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

Reports from Staff

City Administrator David Cameron reported it is good to be back and thanked everyone for attending tonight. Mr. Cameron commended staff for the great job tonight and noted a member of the Springfield City Council attended tonight in his capacity as an engineer. Mr. Cameron thanked the City of Springfield for partnering with us.

City Administrator David Cameron announced that Larry Lipscomb donated the property we are sitting on. Mr. Cameron acknowledged he has been good to our community, and it is great for him to offer his property for us to use for free. Andrew has worked with him out near the new park on projects as well. Mr. Cameron applauded staff for thinking outside of the box to lease land to save money rather than buying additional land. Mr. Cameron thanked Mr. Lipscomb and noted that Garrett was prepared with all the parking data.

City Administrator David Cameron reported we received an additional 25-million-dollar allocation from the state legislature for our wastewater treatment plant expansion. Mr. Cameron noted this is a huge win for the community, but we still need 36 million dollars to complete this project. Mr. Cameron shared his first email upon returning to the office is in the Administrator's Report regarding an Anti-Degradation Report from Missouri Department of Natural Resources, which will be made public. This project impacts our residents' utility bills and shows actual costs. Mr. Cameron reported we have until July 28, 2023, to provide comments, noting our outside legal counsel for environmental law issues is helping with the comment. Mr. Cameron added we continue to work for additional funding and advocate for our citizens. Mr. Cameron commended the staff and Mayor Russell for all that has been accomplished. Mr. Cameron reported we will be going back for the next legislative session to request additional funds.

City Administrator David Cameron announced that tonight is Andrew Nelson's last night with us. Mr. Cameron shared he will never forget during Covid when we had to freeze hiring, Andrew walked in and reported he was willing to step into any position needed. Mr. Cameron thanked Andrew, adding this community thanks you for saving them money and bringing in a lot of projects. Andrew is a local kid and has been a blessing to the employees and community. Mr. Cameron acknowledged Andrew deserves this opportunity and is happy for him and his family.

Council Member Franklin noted it is tough to follow that and echoed everything David shared. Mr. Franklin noted he appreciates all the conversations and Andrew will be missed. Mr. Franklin thanked everyone that played a role in Have-A-Blast, noting he enjoyed the crowd, food, fun times, and is thankful for it all. Mr. Franklin added he appreciates all the volunteers.

Council Member Self echoed David's statements about Andrew, noting he was at the first lunch meeting with Andrew and has seen his growth since then. Mr. Self noted that time flies and he wishes Andrew the best.

Council Member Gerlek noted that Andrew never came off as the assistant to anyone and it is not a surprise for him to have bigger opportunities ahead. Mr. Gerlek noted Andrew did a lot for this community.

Mayor Russell noted he has been in the trenches with Andrew, and he has done some great things. Mayor Russell shared he is proud to call Andrew a friend. Mayor Russell noted he is not surprised this opportunity was presented to him and Andrew deserves it; it is just sad for us. Mayor Russell reported that as Mayor, he is still a husband and father first. Mayor Russell noted that during the next City Council meeting, his youngest son has 6th grade orientation, and the following meeting will be his 7th grader's first football game. Mayor Russell reported he often must decide whether to attend his family's activities or fulfill his commitment to attend meetings as Mayor. Mayor Russell reported he must put his family first and will not be running for Mayor next year but will finish out his term. Mayor Russell noted there will be 7 Council seats as well as Mayor on the ballot at the next election.

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.

Motion was made by Council Member Franklin and seconded by Council Member Updike at 6:52 p.m. to go into Executive Session under RSMo 610.021.1 Pending and/or potential litigation. Closed session. Closed vote. Closed record, and RSMo 610.021.12 Any documents related to a negotiated contract until a contract is executed. Closed session. Closed vote. Closed record, A roll call vote was taken. The vote was 7 Aye – Updike, Gerke, Gerlek, Self, Wilson, Pool, and Franklin. 0 Nay. Motion carried.

Motion was made by Council Member Updike and seconded by Council Member Franklin to adjourn the Executive Session Meeting at 7:20 p.m. A roll call vote was taken. The vote was 7 Aye – Self, Pool, Franklin, Wilson, Gerke, Gerlek, and Updike. 0 Nay. Motion carried.

ATTEST:

_____ _____

Laura Burbridge, City Clerk Matt Russell, Mayor

City of Republic

Vendor Audit Report

For Date Range 07/01/2023 - 08/31/2023

Vendor	Added	Added User	Deleted	Deleted User
08105 - TinyMobileRobots US LLC	07/05/2023	SHERRI WOODS		
08106 - Turf Tank	07/05/2023	SHERRI WOODS		
08107 - Eric M Cyr	07/05/2023	SHERRI WOODS		
08108 - Time Access Systems Inc	07/05/2023	SHERRI WOODS		
08109 - Destiny Church Inc	07/07/2023	SHERRI WOODS		
08110 - Adam B Casella	07/07/2023	SHERRI WOODS		
08111 - Jennifer McGuire	07/07/2023	SHERRI WOODS		
08112 - Flock Safety	07/11/2023	SHERRI WOODS		
08113 - Scott O'Reilly	07/13/2023	SHERRI WOODS		
08114 - Blaise Fields	07/18/2023	SHERRI WOODS		
08115 - Travis Terry	07/20/2023	SHERRI WOODS		
08116 - Brandon Lemons	07/25/2023	SHERRI WOODS		
08117 - Sushruth Paupula	07/25/2023	SHERRI WOODS		
08119 - David Iverson	07/26/2023	SHERRI WOODS		
08120 - Elite First Aid Inc	07/27/2023	SHERRI WOODS		
08121 - Earl Brake Jr	07/28/2023	SHERRI WOODS		
08122 - Zhengyun Springer	07/28/2023	SHERRI WOODS		
08123 - Bomgaars Supply Inc	08/02/2023	SHERRI WOODS		
08124 - Ginger Goodman	08/02/2023	SHERRI WOODS		
08125 - Casandra Freeland	08/03/2023	SHERRI WOODS		
08126 - Eric Taylor	08/03/2023	SHERRI WOODS		
08127 - Rylee Moorefield	08/07/2023	SHERRI WOODS		
08128 - ARC Physical Therapy Plus	08/07/2023	SHERRI WOODS		
08129 - Hot Shots Ventures LLC	08/07/2023	SHERRI WOODS		

Vendor Count: (24)

REPUBLIC MISSOURI

Record Destruction Request Form

MISSOURI RETENTION MANUAL CODE	NAME/DATE OF RECORDS TO BE DISPOSED	DATE(S) OF DOCUMENTS	RETENTION TIME NEEDED FOR RECORD
0707 Bonds Issued	Sewer Bonds	1990, 1965, 1978, 1995, 1996, 1986, 1984, 1999, 1987, 1961, 1981, 1953	10 years after final maturity; Rejected Proposals, 5 years
GS 116 Employee Benefit Records--Administration	Statements from insurance and other benefits	1990-2005	6 years after end of calendar year
0757 Maintenance Guarantee Bonds	Subdivision bonds	1977-1980	Term of Contract statute of limitations
GS 118 Employee Benefit Records--Participant	FSA Enrollment	2004	6 Years after separation and 6 years after expiration of any appeal period
GS 034 Federal and State Tax Records	Records used to report the collection, distribution, deposit, and transmittal of federal and state income, social security, and unemployment taxes.	1997-2004	5 Years
GS 007 Accounts Payable Records	payable records	2000-2005	Completion of Audit
GS 068 Payroll Records	Payroll Earnings and Deduction Registers	2000-2005	Retain Year-to-Date Annual Summary 70 years for administrative purposes. Retain all other records 5 years.
GS 033 Wage and Tax Statements	W2 Forms	1995	5 years
GS 090 Unemployment Insurance Case Files	Unemployment claim	1987	2 years after last action

AGENDA ITEM ANALYSIS

Project/Issue Name:	23-R-46 A Resolution of the City Council Authorizing the City Administrator to Negotiate and Draft a Developer's Agreement with Republic R-III School District for Infrastructure Installation at the New Republic Intermediate School.
Submitted By:	Garrett Brickner, Assistant BUILDS Administrator
Date:	August 22, 2023

Issue Statement

The City Administrator to Negotiate a Developer's Agreement with Republic R-III School District for Infrastructure Improvements at Planned Future Intermediate School Location.

Discussion and/or Analysis

The Republic R-III School District has been approved to construct a new fifth & sixth grade Intermediate School on property they own North of US 60 and East of Commercial Avenue in Republic. The School District is currently in design for the new building, and it will require additional infrastructure that may be owned and maintained by the City of Republic once completed, including but not limited to: roads, water mains, sewer mains, and stormwater structures.

Therefore, the City Administrator desires to negotiate an agreement with the School District to participate in the construction of infrastructure to assist the school district and ensure infrastructure is installed to our specification.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND DRAFT A DEVELOPER AGREEMENT WITH REPUBLIC R-III SCHOOL DISTRICT FOR INFRASTRUCTURE INSTALLATION AT THE NEW REPUBLIC INTERMEDIATE SCHOOL

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 Republic R-III School District ("School District") desires to partner with the City on installation of infrastructure at the Republic Intermediate School site located near US Highway 60 and Commercial Avenue; and

WHEREAS, the Developer Agreement will be presented to City Council and the School Board for approval after the agreement is drafted, and

WHEREAS, Council finds it in the best interest of the City to begin negotiations for a Developer Agreement with the School District to extend infrastructure to their new building site.

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 draft a Developer Agreement with Republic R-III School District for infrastructure installation at the Republic Intermediate School near US Highway 60 and Commercial Avenue.

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:

DocuSigned by:
Damon Phillips
11F90D87116B4F4...

7/28/2023

Megan McCullough, City Attorney

Final Passage and Vote:

AGENDA ITEM ANALYSIS

Project/Issue Name:	23-R-47 A Resolution of the City Council Authorizing Expenditures Relating to Two Missouri Department of Public Safety ARPA Grant Awards.
Submitted By:	Duane Compton, Fire Chief & Tim King, Captain
Date:	August 22, 2023

Issue Statement

Approve the purchase of items awarded through the Missouri Division of Public Safety ARPA grants.

Discussion and/or Analysis

The Fire Department was awarded two grants from the Missouri Department of Public Safety ARPA grant funding. These grant awards were the ARPA Emergency Medical Service Providers Grant in the amount of $17,774.00 and the ARPA Fire Protection Grant in the amount of $18,578.00.

Within the ARPA Emergency Medical Service Providers Grant, we requested and were awarded the funds to purchase 2-LIFEPAK 1000 AEDs with adult and infant/child electrodes and a Genesis E-Force 17C Combi Extrication Tool with batteries and attachments. The AED and pads will be purchased from Stryker Medical through the Missouri Statewide Commodity Contracts under contract number CC181185003 at a cost of $5,509.56. The Genesis E-Force 17C Combi Extrication Tool with batteries and attachments will be purchased from Fire Master Fire Equipment through the HGAC contract EE08-19 at a cost of $14,166.00.

Within the ARPA Fire Protection Grant, we were awarded the funds to purchase 2-Scott X3 Pro Air Paks and bottles. These will be purchased from Feld Fire under the HGAC contract EE08-19 at a cost of $25,107.84.

Total initial cost for both grants will be $39,273.84 to be paid NET30 by the city. Once the Fire Department has taken possession of the equipment, each grant will reimburse the City for the awarded amount. Due to increases in cost between the time of grant application and award, the total cost for the items in the grant exceeded the grant amount requested. These grant programs have a mechanism to amend the grant amount after purchase to offset these increases.

Recommended Action

Staff recommends approval of the purchase.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING EXPENDITURES RELATING TO TWO MISSOURI DEPARTMENT OF PUBLIC SAFETY ARPA GRANT AWARDS

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 Fire Department was awarded the ARPA Emergency Medical Services Providers Grant from the Missouri Department of Public Safety for the purchase of two AED devices and an extrication tool in the amount of $17,774.00; and

WHEREAS, the Fire Department was also awarded the ARPA Fire Protection Grant from the Missouri Department of Public Safety for the purchase of two ProAir Paks in the amount of $25,107.84; and

WHEREAS, the Fire Department must purchase the items to be reimbursed for the awarded amount as part of the grant; and

WHEREAS, the Fire Department was able to utilize the Missouri State Commodity Contracts bid pricing; and

WHEREAS, the cost of the items has increased since the grant application and now exceeds the awarded amount with the possibility of amending the grant amount to offset the increases; and

WHEREAS, the Council find the purchase of the items will improve the scope and quality of services the Fire Department is able to provide the citizens of Republic, and thus is in the best interests of the citizens.

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

Section 1. The City Administrator, or his designee, is authorized to purchase 2-LIFEPAK 1000 AEDs with adult and infant/child electrode, a Genesis E-Force 17C Combi Extrication Tool with batteries and attachments, and 2-Scott X3 Pro Air Paks and bottles at the cost of $39,273.84, to later be submitted for reimbursement through the ARPA Fire Protection Grant and ARPA Emergency Medical Service Providers Grant.

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

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

Section 4. This Resolution shall become effective on and after the date of passage and approval as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri,

this _____ day of _____, 2023.

_____
Matt Russell, Mayor

Attest:

_____
Laura Burbridge, City Clerk

Approved as to Form:

DocuSigned by:
Damon Phillips
11F90D87116B4F4...
7/28/2023
_____
Megan McCullough, City Attorney

Final Passage and Vote:

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING

NOTIFICATION OF STATEWIDE CONTRACT

Date: 7/18/2023

CONTRACT TITLE: AUTOMATIC EXTERNAL DEFIBRILLATORS AND ACCESSORIES

CURRENT CONTRACT PERIOD:	**CC181185001 – 4/5/2023 through 10/04/2023** **CC181185003 – 4/5/2023 through 10/04/2023** **CC181185004 – 4/5/2023 through 10/04/2023** **CC181185005 – 4/5/2023 through 10/04/2023**	
RENEWAL INFORMATION:	Original Contract Period:	12/22/17 through 10/4/18
	Renewal Options Available:	0
	Potential Final Expiration:	October 4, 2023
BUYER INFORMATION:	Tammy Michel 573-751-3114 Tammy.michel@oa.mo.gov	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY.**
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.
THE USE OF THIS CONTRACT IS **PREFERRED USE**.
This contract has been established for the convenience of state agencies. Local Purchase Authority may be used to purchase supplies/services included in this contract from an alternative source at the discretion of the agency.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at http://oa.mo.gov/purchasing.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE -MENT
CC181185001	MB00081314	Zoll Medical Corporation 269 Mill Road Chelmsford, MA 01824-4105 Email: Contracts@zoll.com Phone: (978) 421-9655	NO	YES

CC181185003	MB00152029	Stryker Sales Corporation 11811 Willows Road NE Redmond, WA 98052 Contact Person: Ted Harris Phone: 800-442-1142 Email: Ted.Harris@stryker.com Contact Person: Chris Van Aken Phone: 269-389-6766 Email: chris.vanaken@stryker.com	NO	YES
CC181185004	MB00004593	Philips Healthcare 414 Union Street, Floor 3 Nashville, TN 37219 Contact Person: Laura Hays Phone: (978) 659-2512 Email: Laura.Hays@Philips.com	NO	YES
CC181185005	MB00093738	Marelly AEDs & First Aid 717 Crown Industrial Ct. Ste. J Chesterfield, MO 63005 Contact Person: Chip Georges Phone: (888) 609-6599 ext. 3 Email: chipgeorges@marelly.com	NO	YES

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
4/5/23 – 10/04/23	7/18/2023	**Pricing web links corrected for contracts CC181185001, CC181185003, CC181185004 and CC181185005**
4/5/23 – 10/04/23	5/17/2023	Contract CC181185004 has been extended
4/5/23 – 10/04/23	3/15/2023	Contracts CC181185001 and CC181185005 have been extended
4/5/23 – 10/04/23	1/4/2023	Contract CC181185003 has been extended
10/5/22 – 04/04/23	9/26/022	Contracts CC181185001, CC181185004 and CC181185005 have been extended
10/5/21 – 10/4/2022	2/8/2022	Contact Information for CC181185001 has been updated.
10/5/21 – 10/4/2022	10/4/2021	Contracts CC181185001, CC181185003, CC18185004 and CC181185005 are renewed.
10/5/20 – 10/4/2021	10/4/2020	Contracts CC181185001, CC181185003, CC18185004 and CC181185005 are renewed. Contract C1181185001 contact information has been updated.
10/5/19 – 10/4//2020	5/23/2020	Contract CC181185002 has been Assigned to CC181185001
10/5/19 – 10/4//2020	4/9/2020	Added Contract CC181185003 – Stryker Sales Corporation
10/5/19 – 10/4//2020	3/6/2020	Added Contract CC181185004 – Philips Healthcare
10/5/19 – 10/4//2020	10/4/19	Contracts CC181185001, CC181185002 and CC181185005 are renewed.
10/5/18 – 10/4/2019	2/5/19	Added Contract CC181185005 – Marelly AED's & First Aid - Distributor for Zoll Medical Corporation
10/5/18 – 10/4/2019	2/4/19	Added current price listings for Contracts CC181185001 and CC181185002
10/5/18 – 10/4/2019	1/17/19	Contact Information for CC181185002 has been updated
10/5/18 – 10/4/2019	10/5/18	Contracts CC181185001 and CC181185002 are renewed
12/22/17 – 10/4/2018	3/14/18	Initial issuance of new statewide contract

GENERAL INFORMATION

Purpose: Contracts CC181185001 (Zoll Medical Corporation), CC181185003 (Stryker Sales Corporation), CC181185004 (Philips Healthcare) and Contract CC181185005 (Marelly AEDs & First Aid) have been established for the provision of Automatic External Defibrillator and Accessories.

Use of Contracts: State agencies are advised to check each contract for the purchase of these items and to choose the best product, best price, best delivery the various contracts make available to them. All contract are "preferred use" contracts which means that the contracts have been bid with the goal of providing good market pricing and product variety to the state agencies. Agencies are encouraged to use preferred-use contracts but in rare instances where the state agency can obtain like or similar products that meet the state agency's needs at a better price, then the agency has authority to purchase the items from other sources so long as the provisions of the Local Purchasing Authority Delegation are followed. The Delegation can be viewed and downloaded from the internet at this site: https://oa.mo.gov/sites/default/files/deptpad.pdf.

ZOLL MEDICAL CORPORATION

The following information is specific only to contract **CC181185001** with ZOLL Medical Corporation.

Ordering: Contact ZOLL Medical Corporation by telephone, fax or e-mail to place an order. Customer Service Representatives are available Monday through Friday 8:30 AM to 7:30 PM Eastern Standard Time.

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824
(978) 421-9440 Direct
(800) 348-9011
(978) 421-0015 Fax
Email: esales@zoll.com

Payment Terms: Net 30 days

Delivery: 30 days ARO.

Warranty: Warranty on AEDs is five (5) years. Battery, electrodes and accessories warranted separately.

Contract Pricing:

https://s3-us-west-2.amazonaws.com/naspovaluepoint/1683240326_Zoll%20Pricing%20Exp.10.4.23.xlsx

STRYKER SALES CORPORATION

The following information is specific only to contract **CC181185003** with Stryker Sales Corporation.

Ordering: Contact Stryker Sales Corporation by telephone or e-mail to place an order. Customer Service Representatives are available Monday through Friday 8:00 AM to 5:00 PM Central Time.

Stryker Sales Corporation
11811 Willows Road NE
Redmond, WA 98052
Ted Harris
Phone: 800-442-1142
Email: ted.harris@stryker.com

Chris Van Aken
Phone: 269-389-6755
Email: chris.vanaken@stryker.com

Payment Terms: Net 30 days

Delivery: 30 days ARO.

Warranty: Manufacturer Warranty

Contract Pricing:

https://s3-us-west-2.amazonaws.com/naspovaluepoint/1683240645_Stryker%20Pricing%20Exp.%2010.4.23.xlsx

PHILIPS HEALTHCARE

The following information is specific only to contract **CC181185004** with Philips Healthcare.

Ordering: Contact Philips Healthcare by telephone, fax or e-mail to place an order. Customer Service Representatives are available Monday through Friday 8:00 AM to 5:00 PM Central Time.

Philips Healthcare
3000 Minuteman Road
Andover, MA 01810
(978) 421-9440 Direct
(800) 934-7372
(800) 947-3299 Fax
Email: healthcare.orders@philips.com

Payment Terms: Net 30 days

Delivery: 30 days ARO.

Warranty: HeartStart FR2 series and FR3 defibrillators is warranted for five (5) years
HS1 series and FRx defibrillators is warranted for eight (8) years
Battery, electrodes and accessories warranted separately

Contract Pricing:

https://s3-us-west-2.amazonaws.com/naspovaluepoint/1663360880_October%202022%20Updated%20Price%20File.xlsx

MARELLY AEDs & FIRST AID-Authorized Distributor for Zoll Medical Corporation

The following information is specific only to contract **CC181185005** with Marelly AEDs & First Aid

Ordering: Contact Marelly AEDs & First Aid by telephone, fax or e-mail to place an order. Customer Service is available Monday through Friday 8:00 AM to 5:00 PM Central Standard Time.

Marelly AEDs & First Aid
717 Crown Industrial Ct. Ste. J
Chesterfield, MO 63005
(314) 348-4229 Direct
(888) 609-6599 ext. 3
(800) 219-0622 Fax
Email: chipgeorges@marelly.com

Payment Terms: Net 30 days

Delivery: 30 days ARO.

Warranty: Warranty on AEDs is five (5) years. Battery, electrodes and accessories warranted separately.

Contract Pricing:

https://s3-us-west-2.amazonaws.com/naspovaluepoint/1683240326_Zoll%20Pricing%20Exp.10.4.23.xlsx

State of Missouri
Office of Administration
Division of Purchasing and Materials Management
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product Purchased (include Item No's., if available): _____

Rating Scale: 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations

Product Rating	**Rate 1-5, 5 best**
Product meets your needs	
Product meets contract specifications	
Pricing	

Contractor Rating	**Rate 1-5, 5 best**
Timeliness of delivery	
Responsiveness to inquiries	
Employee courtesy	
Problem resolution	
Recall notices handled effectively	

Comments: _____

_____

Prepared by: _____ Title: _____ Agency: _____

Date: _____ Phone: _____ Email: _____

Address: _____

Please detach or photocopy this form & return by FAX to 573-526-9816, or mail to:

Office of Administration
Division of Purchasing
301 West High Street, RM 630
PO Box 809
Jefferson City, Missouri 65102
You may also e-mail form to the buyer as an attachment at

tammy.michel@oa.mo.gov

stryker

LP1000

Quote Number: 10743953
Version: 1
Prepared For: Republic Fire Department
Attn:

Rep: Chris Kupfer
Email: chris.kupfer@stryker.com
Phone Number:

Service Rep:
Email:

Quote Date: 07/21/2023
Expiration Date: 08/20/2023
Contract Start: 07/21/2023
Contract End: 07/20/2024

Delivery Address		**Bill To Account**	
Name:	Republic Fire Department	Name:	Republic Fire Department
Account #:		Account #:	
Address:		Address:	
	Missouri		Missouri

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	11101-000016	Infant/Child Reduced Energy Defibrillation Electrode Replacement	PCE	2	$118.44	$236.88
2.0	11996-000017	Electrode QUIK-COMBO w/REDI-PAK preconnect	PCE	2	$42.29	$84.58
3.0	99425-000023	LIFEPAK 1000 Graphical Display - includes one non-rechargeable battery, one carrying case w/ shoulder strap, two pair QUIK-COMBO REDI-PAK electrodes and Ship Kit	PCE	2	$2,555.67	$5,111.34

Equipment Total: $5,432.80

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Freight/Shipping:	$76.76
Grand Total:	$5,509.56

Comments:

Proposal reflects NASPO contract pricing under state cooperative purchasing agreement #CC181185003

Prices: In effect for 30 days

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

LP1000

Quote Number:	10743953
Version:	1
Prepared For:	Republic Fire Department
	Attn:
Quote Date:	07/21/2023
Expiration Date:	08/20/2023
Contract Start:	07/21/2023
Contract End:	07/20/2024

Rep:	Chris Kupfer
Email:	chris.kupfer@stryker.com
Phone Number:	
Service Rep:	
Email:	

Terms: Net 30 Days

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

NASPO OKSW300 Pricing (12/22/22 -10/04/2023); Updated for a price change effective 4/3/23			PROPOSED NASPO PRICE - FREIGHT INCLUDED		
Cust/Supplier Cat	productId	Description	Current List Price - Effective 2/1/2023	NASPO Pricing Effective 4/3/2023	New Discount from List Price
NASPO17	11101-000003	AED Trainer new style training electrodes (5 pr)	$ 62.00	$ 44.92	28%
NASPO17	11101-000004	AED training electrode set - (5pr), cable & pouch	$ 105.00	$ 76.58	27%
NASPO17	11101-000006	Cable/connector assembly/pouch for Adult AED training electrodes	$ 34.00	$ 25.57	25%
NASPO17	11101-000007	Defibrillation/ECG training electrodes	$ 40.00	$ 31.65	21%
NASPO17	11101-000016	Electrode replacement infant/child reduced energy	$ 151.00	$ 118.44	22%
NASPO17	11101-000017	Electrode Infant/Child reduced energy starter kit	$ 244.00	$ 192.97	21%
NASPO17	11101-000021	Replacement Electrode Kit	$ 177.00	$ 148.05	16%
NASPO17	11110-000029	3-lead ECG cable for LIFEPAK 12 or LIFEPAK 20	$ 184.00	$ 144.98	21%
NASPO17	11110-000040	QUIK-COMBO therapy cable for use w/LIFEPAK 12 or LIFEPAK 20	$ 500.00	$ 396.16	21%
NASPO17	11110-000042	DEC-4 Cable Extension: 4'	$ 90.00	$ 67.39	25%
NASPO17	11110-000066	5-Lead ECG Cable for LIFEPAK 12 or LIFEPAK 20	$ 337.00	$ 258.32	23%
NASPO17	11110-000176	DEC-8 Cable Extension: 8'	$ 96.00	$ 73.51	23%
NASPO17	11111-000016	3-Wire ECG Cable	$ 337.00	$ 258.32	23%
NASPO17	11111-000018	5ft Trunk cable with AHA limb leads	$ 494.00	$ 379.82	23%
NASPO17	11111-000020	8ft Trunk cable with AHA limb leads	$ 499.00	$ 383.90	23%
NASPO17	11111-000022	12 Lead ECG, Precordial Leads (AHA)	$ 199.00	$ 153.15	23%
NASPO17	11113-000002	QUIK-COMBO Test Plug for testing QC Cable	$ 36.00	$ 25.53	29%
NASPO17	11113-000004	QUIK-COMBO therapy cable for use w/LIFEPAK 15	$ 500.00	$ 396.16	21%
NASPO17	11130-000037	LIFEPAK 20E Standard Adult Detachable Hard Paddles	$ 2,069.00	$ 990.39	52%
NASPO17	11130-000061	Standard hard paddles for use w/LIFEPAK 15	$ 1,253.00	$ 878.08	30%
NASPO17	11131-000001	Internal paddle handles w/discharge control for use with LIFEPAK 12 or LIFEPAK 20	$ 2,854.00	$ 653.45	77%
NASPO17	11131-000010	Internal paddles - 1" size (6.25" shaft length)	$ 516.00	$ 177.66	66%
NASPO17	11131-000011	Internal paddles - 1.5" size (6" shaft length)	$ 516.00	$ 177.66	66%
NASPO17	11131-000012	Internal paddles - 2" size (5.75" shaft length)	$ 516.00	$ 177.66	66%
NASPO17	11131-000013	Internal paddles - 2.5" size (5.75" shaft length)	$ 516.00	$ 177.66	66%
NASPO17	11131-000014	Internal paddles - 3.5" size (5" shaft length)	$ 516.00	$ 177.66	66%
NASPO17	11131-000019	Internal paddles - 2.5" size (8.5" shaft length)	$ 516.00	$ 177.66	66%
NASPO17	11131-000021	Internal paddles - 1.5" size (9" shaft length)	$ 516.00	$ 177.66	66%
NASPO17	11131-000022	Internal paddles - 2" size (8.75" shaft length)	$ 515.00	$ 177.66	66%
NASPO17	11131-000023	Internal paddles - 3.5" size (8" shaft length)	$ 516.00	$ 177.66	66%
NASPO17	11131-000024	Internal paddles - 1.5" size (14.25" shaft length)	$ 516.00	$ 177.66	66%
NASPO17	11133-000007	Pediatric paddle, external 1ea (2 required) multi-language	$ 126.00	$ 97.00	23%
NASPO17	11140-000015	AC Power Cord	$ 105.00	$ 82.70	21%
NASPO17	11140-000052	LIFEPAK 15 REDI-CHARGE Adapter Tray	$ 274.00	$ 210.33	23%
NASPO17	11140-000074	DC Power Adapter	$ 2,640.00	$ 2,093.09	21%
NASPO17	11140-000078	Temperature Adapter Cable- 5ft	$ 482.00	$ 377.78	22%
NASPO17	11140-000079	Temperature Adapter Cable- 10ft	$ 482.00	$ 377.78	22%

NASPO17	11140-000080	Extension Cable (5ft 3 in)	$	403.00	$	309.37	23%
NASPO17	11140-000081	Right angle cable (10in) included with ACPA & DCPA	$	403.00	$	309.37	23%
NASPO17	11140-000098	AC Power Adapter	$	2,166.00	$	1,720.42	21%
NASPO17	11140-000099	Rechargeable Battery Charger kit, LP1000	$	610.00	$	465.10	24%
NASPO17	11140-000100	AC/DC POWER CONVERTER, LP1000 BATTERY CHARGER	$	113.00	$	86.49	23%
NASPO17	11140-000101	Power Cord Grounded	$	76.00	$	57.66	24%
NASPO17	11141-000100	LMnO2 Non-Rechargeable Battery	$	476.00	$	376.76	21%
NASPO17	11141-000112	LIFEPAK 20e Lithium-ion Rechargeable Internal Battery	$	393.00	$	302.22	23%
NASPO17	11141-000115	REDI-CHARGE Base	$	2,022.00	$	1,551.95	23%
NASPO17	11141-000149	LIFEPAK NiCd Battery with fuel gauge 1.6amp hrs	$	447.00	$	344.08	23%
NASPO17	11141-000161	Rechargable Battery Replacement for LP1000	$	551.00	$	435.98	21%
NASPO17	11141-000162	CodeManagement Module Lithium Ion Battery	$	307.00	$	247.68	19%
NASPO17	11141-000165	Replacement Battery Kit	$	307.00	$	255.26	17%
NASPO17	11141-000166	BATTERY, D-CELL, TRAINER, LPCR2, Pack of 4	$	26.00	$	21.44	18%
NASPO17	11150-000018	LIFEPAK 20e Defibrillator CodeManagement Module - Wireless	$	1,779.00	$	1,478.89	17%
NASPO17	11150-000019	LIFEPAK 20e Debibrillator ModeManagement Module - Wireless & with Capnography	$	5,516.00	$	4,589.65	17%
NASPO17	11160-000011	NIBP Cuff-Reusable, Infant	$	29.00	$	21.44	26%
NASPO17	11160-000012	NIBP Cuff-Disposable Infant	$	14.13	$	9.19	35%
NASPO17	11160-000013	NIBP Cuff-Reusable, Child	$	33.00	$	24.50	26%
NASPO17	11160-000014	NIBP Cuff-Disposable Child	$	15.30	$	10.21	33%
NASPO17	11160-000015	NIBP Cuff-Reusable, Adult	$	40.00	$	30.63	23%
NASPO17	11160-000016	NIBP Cuff-Disposable Adult	$	16.48	$	11.23	32%
NASPO17	11160-000017	NIBP Cuff-Reusable, Lg Adult	$	46.00	$	33.69	27%
NASPO17	11160-000018	NIBP Cuff-Disposable Large Adult	$	16.48	$	11.23	32%
NASPO17	11160-000019	NIBP Cuff-Reusable Adult X large	$	65.00	$	49.01	25%
NASPO17	11160-000020	NIBP Cuff-Disposable X-tra Large Adult	$	21.19	$	15.32	28%
NASPO17	11171-000010	Masimo SET LNOP Sp02 Sensor -Pediatric Reusable	$	493.00	$	375.74	24%
NASPO17	11171-000012	Masimo SET LNOP Sp02 Sensor -Pediatric Disposable (1 box of 20 sensors)	$	499.00	$	392.23	21%
NASPO17	11171-000016	Masimo SET LNCS Patient Cable - 10 foot	$	393.00	$	299.16	24%
NASPO17	11171-000017	Masimo SET LNCS Adult Reusable Sensor	$	436.00	$	331.83	24%
NASPO17	11171-000018	Masimo SET LNCS Pediatric Reusable Sensor	$	404.00	$	307.33	24%
NASPO17	11171-000019	Masimo SET LNCS Adult Disposable Sensors (box of 20)	$	435.00	$	330.81	24%
NASPO17	11171-000020	Masimo SET LNCS Pediatric Disposable Sensors (box of 20)	$	493.00	$	375.74	24%
NASPO17	11171-000024	Masimo SET LNCS Patient Cable - 4 foot	$	277.00	$	211.35	24%
NASPO17	11171-000025	Masimo SET LNCS Patient Cable - 14 foot	$	588.00	$	447.21	24%
NASPO17	11171-000027	Masimo SET LNCS 4' extension (for Nellcor equipped units)	$	340.00	$	259.34	24%
NASPO17	11171-000028	Masimo SET LNCS Neonatal L Disposable Sensor (box of 20)	$	610.00	$	463.54	24%
NASPO17	11171-000029	Masimo SET LNCS Neonatal Pt L Disposable Sensor (box of 20)	$	667.00	$	507.45	24%
NASPO17	11171-000031	Masimo SET LNCS Infant Disposable Sensor (box 0f 20)	$	610.00	$	463.54	24%
NASPO17	11171-000032	Rainbow DCI-DC8, Adult Reuse Sensor, 8 ft	$	1,362.00	$	1,036.34	24%
NASPO17	11171-000033	Rainbow DCP-DC9, Pedi Reuse Sensor, 8 ft	$	1,362.00	$	1,036.34	24%
NASPO17	11171-000034	Masimo SET LNOP Sp02 Sensor -Neonatal (<10 KG) Disposable (1 box of 20 sensors)	$	791.00	$	602.40	24%

NASPO17	11171-000037	RC-04, Patient Cable, 4 ft. , 1/box	$	302.00	$ 254.23	16%
NASPO17	11171-000038	RC-12, Patient Cable, 12 ft. , 1/box	$	315.00	$ 263.30	16%
NASPO17	11171-000039	M-LNCS Adtx, Adult Adhesive Sensor, 18-inch, 20/box	$	451.00	$ 343.06	24%
NASPO17	11171-000040	M-LNCS Pdtx, Pediatric Adhesive Sensor, 18-inch, 20/box	$	478.00	$ 364.50	24%
NASPO17	11171-000041	M-LNCS Inf, Infant Adhesive Sensor, 18-inch, 20/box	$	591.00	$ 450.27	24%
NASPO17	11171-000042	M-LNCS Neo, Neonatal/Adult Adhesive Sensor, 18-inch, 20/box	$	591.00	$ 450.27	24%
NASPO17	11171-000046	M-LNCS DCI, Adult Reusable Sensor, 1/box	$	404.00	$ 307.33	24%
NASPO17	11171-000047	M-LNCS DCIP, Pediatric Reusable Sensor, 1/box	$	404.00	$ 307.33	24%
NASPO17	11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	$	859.00	$ 653.45	24%
NASPO17	11171-000050	Rainbow DCIP PED REUSABLE Sensor	$	945.00	$ 719.82	24%
NASPO17	11171-000051	DBI-dc8, Adult Soft Reusable Direct Connect SpO2 Sensor, 8 ft., 1/box	$	979.00	$ 730.03	25%
NASPO17	11171-000052	DIGITBOOT LNCS DB1, ADT REUSABLE SENSOR,REF 2653	$	459.00	$ 342.04	25%
NASPO17	11171-000053	DIGITBOOTRED DBI-DC8, ADTREUSABLESENSOR,REF 2644	$	979.00	$ 730.03	25%
NASPO17	11171-000054	Reuseable Light Shield, 5 /box	$	90.00	$ 66.37	26%
NASPO17	11171-000055	Disposable Light Shield 10/pack	$	85.00	$ 63.30	26%
NASPO17	11171-000082	Masimo RC Patient Cable - EMS 4 ft	$	336.00	$ 240.24	29%
NASPO17	11210-000001	Wall mount bracket for AED	$	188.00	$ 124.56	34%
NASPO17	11210-000026	AED Wall Cabinet with alarm, fire rated - semi-recessed, rolled edges	$	648.00	$ 490.09	24%
NASPO17	11210-000027	AED Wall Cabinet with alarm, fire rated - recessed, square edges	$	618.00	$ 466.61	24%
NASPO17	11210-000028	AED Floor Stand Cabinet with alarm- White	$	1,527.00	$ 1,153.75	24%
NASPO17	11210-000029	AED Floor Stand Cabinet with alarm- Grey	$	1,591.00	$ 1,199.70	25%
NASPO17	11210-000046	New Wall Bracket - White/Red	$	57.00	$ 45.95	19%
NASPO17	11210-000047	New Wall Bracket - Green	$	57.00	$ 45.95	19%
NASPO17	11220-000028	Top Pouch for the LP12/LP15	$	78.00	$ 58.20	25%
NASPO17	11220-000076	Wall Cabinet, standard, surface mount, SS	$	763.00	$ 571.77	25%
NASPO17	11220-000077	Wall Cabinet, standard, semi-recessed, SS	$	693.00	$ 515.62	26%
NASPO17	11220-000078	Wall Cabinet, small, fully recessed, SS	$	648.00	$ 490.09	24%
NASPO17	11220-000079	AED Wall Cabinet with alarm - surface mount, rolled edges	$	451.00	$ 340.00	25%
NASPO17	11220-000083	AED Wall Cabinet with alarm and strobe -surface mount, rolled edges	$	552.00	$ 417.60	24%
NASPO17	11220-000084	AED Wall Cabinet with alarm and strobe - surface mount, rolled edges	$	795.00	$ 597.30	25%
NASPO17	11230-000019	LP20 Configuration Transfer Cable	$	162.00	$ 127.63	21%
NASPO17	11240-000031	ECG printer paper, 50mm x 30m 3rolls/bx (1-49)	$	27.00	$ 20.42	24%
NASPO17	11240-000032	Strip chart recorder paper, 100mm 2rolls/bx (1-23)	$	28.00	$ 21.44	23%
NASPO17	11250-000012	Adult AED QUIK-PAK Training Electrode Set (Box of 5 pair)	$	112.00	$ 82.70	26%
NASPO17	11250-000042	Replacement infant/child AED training electrodes	$	59.00	$ 43.90	26%
NASPO17	11250-000043	Cable/connector assembly/pouch for infant/child AED training electrodes	$	69.00	$ 51.05	26%
NASPO17	11250-000045	Infant/child AED training electrodes training set	$	105.00	$ 76.58	27%
NASPO17	11250-000052	Clip-on Training Electrodes for use with QUIK-COMBO Patient Simulator	$	100.00	$ 73.51	26%
NASPO17	11250-000139	ASSY, TRAY COVER WITH HANDLE, TRAINER, LPCR2	$	28.00	$ 22.46	20%
NASPO17	11250-000140	PADS, REPLACEMENT, TRAINER, LPCR2, 5 Sets	$	242.00	$ 188.89	22%
NASPO17	11250-000141	USB, BLUETOOTH, TRAINER, LPCR2	$	62.00	$ 50.03	19%
NASPO17	11250-000142	USB, REPROGRAMMING, TRAINER, LPCR2, CR2T-1.0S	$	35.00	$ 27.57	21%

NASPO17	11250-000144	MANIKIN, TRAINER, LPCR2	$	31.00	$	25.53	18%
NASPO17	11250-000145	TRAY, ELECTRODE, TRAINER, LPCR2	$	203.00	$	158.26	22%
NASPO17	11250-000147	KIT, SHIPPING, DEMO, LPCR2, ENGLISH	$	880.00	$	713.69	19%
NASPO17	11250-000162	KIT, SHIPPING, TRAINER, LPCR2, ENGLISH	$	816.00	$	662.64	19%
NASPO17	11250-000178	Replacement Handle Kit	$	31.00	$	25.53	18%
NASPO17	11260-000016	QUIK-COMBO Accessory pouch for LP20	$	84.00	$	62.28	26%
NASPO17	11260-000018	LP20 Basic Carry Case	$	217.00	$	163.36	25%
NASPO17	11260-000023	LIFEPAK 1000 Hard shell, watertight carrying case	$	509.00	$	350.21	31%
NASPO17	11260-000039	LIFEPAK 15 Carry case back pouch	$	111.00	$	83.72	25%
NASPO17	11260-000043	LP20 Top Pouch	$	88.00	$	65.35	26%
NASPO17	11260-000044	TrueCPR Carry Case	$	97.00	$	79.42	18%
NASPO17	11260-000045	Carry Case for LIFEPAK 20/20e Defibrillator with Module	$	295.00	$	227.82	23%
NASPO17	11260-000047	Carry Case Kit	$	111.00	$	88.83	20%
NASPO17	11260-000048	ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH	$	68.00	$	51.05	25%
NASPO17	11425-000001	Accessory pounch for 3-wire cable and/or other accessories	$	91.00	$	67.39	26%
NASPO17	11425-000007	BAG ASSEMBLY, NO STRAP,LIFEPAK 1000	$	190.00	$	143.96	24%
NASPO17	11425-000012	LIFEPAK 1000 Replacement Shoulder Strap for carry case	$	61.00	$	44.92	26%
NASPO17	11512-000001	Replacement Lid Kit	$	91.00	$	73.51	19%
NASPO17	11512-000002	Handle Kit	$	31.00	$	25.53	18%
NASPO17	11576-000035	LUCAS 1 Carry Bag (Backpack)	$	787.00	$	602.40	23%
NASPO17	11576-000036	Patient Strap (each)	$	143.00	$	108.23	24%
NASPO17	11576-000038	LUCAS 2 Carrying Bag	$	456.00	$	351.23	23%
NASPO17	11576-000039	LUCAS 2 Battery - Rechargeable Lithium Polymer (LiPo)	$	951.00	$	726.97	24%
NASPO17	11576-000046	LUCAS 2 Disposable Suction Cup (3 pack)	$	186.00	$	142.94	23%
NASPO17	11576-000047	LUCAS 2 Disposable Suction Cup (12 pack)	$	662.00	$	508.47	23%
NASPO17	11576-000048	LUCAS 2 12V Car Cable	$	189.00	$	144.98	23%
NASPO17	11576-000050	Patient Strap (Secures patient's arms to support legs of LUCAS - 1pr)	$	138.00	$	104.14	25%
NASPO17	11576-000051	Patient Strap (secures patient's arms to support legs of LUCAS - 3 pack)	$	359.00	$	275.68	23%
NASPO17	11576-000052	Back Plate Grip Tape	$	60.00	$	45.95	23%
NASPO17	11576-000053	Back Plate Grip Tape (3 pack)	$	154.00	$	117.42	24%
NASPO17	11576-000060	LUCAS 2 Stand-alone Battery Charger	$	1,555.00	$	1,194.59	23%
NASPO17	11576-000064	LUCAS PCI BACK PLATE	$	4,667.00	$	3,593.99	23%
NASPO17	11576-000070	LUCAS 2 Rubber Bumper	$	57.00	$	43.90	23%
NASPO17	11576-000071	Lucas Power Supply	$	492.00	$	375.74	24%
NASPO17	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	$	925.00	$	726.97	21%
NASPO17	11576-000088	LUCAS Slim Back Plate	$	524.00	$	403.30	23%
NASPO17	11576-000089	Grip Tape, LUCAS Slim Back Plate	$	38.00	$	28.59	25%
NASPO17	11576-000090	Grip Tape (3-pack), LUCAS Slim Back Plate	$	92.00	$	69.43	25%
NASPO17	11576-000091	LUCAS 3 Bumpers (Black)	$	57.00	$	42.88	25%
NASPO17	11576-000094	LUCAS Carrying Case, Hard Shell	$	596.00	$	468.65	21%
NASPO17	11577-000001	LIFEPAK 15 Shoulder strap	$	52.00	$	37.78	27%
NASPO17	11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches	$	432.00	$	326.73	24%

NASPO17	11577-000004	Station Battery Charger - For the LP15	$	2,469.00	$	1,899.10	23%
NASPO17	11577-000011	Mobile Battery Charger - FOR THE LP15	$	2,689.00	$	2,067.57	23%
NASPO17	11577-000019	LP15 Power Attachment Kit	$	76.00	$	59.22	22%
NASPO17	11600-000022	CODE-STAT 10 Data Review Seat	$	3,469.00	$	2,761.86	20%
NASPO17	11600-000024	CODE-STAT Maintenance Subscription (3 Years)	$	2,086.00	$	1,774.50	15%
NASPO17	11996-000017	Electrode QUIK-COMBO w/REDI-PAK preconnect	$	53.00	$	42.29	20%
NASPO17	11996-000048	Disposable Adhesive bandage wrap for OXI-A/N (2 bags of 50)	$	149.00	$	121.50	18%
NASPO17	11996-000049	Disposable Adhesive bandage wrap for OXI-P/I (2 bags of 50)	$	149.00	$	121.50	18%
NASPO17	11996-000060	Durasensor - Adult finger sensor	$	394.00	$	319.58	19%
NASPO17	11996-000061	Oxiband Adult/Neonatal Sensor	$	299.00	$	241.98	19%
NASPO17	11996-000062	Oxiband Pediatric/Infant Sensor	$	299.00	$	241.98	19%
NASPO17	11996-000082	Nasal FilterLine Set Infant/Neonatal (box of 25)	$	386.00	$	307.33	20%
NASPO17	11996-000090	Electrode EDGE QUIK-COMBO RTS	$	56.00	$	46.97	16%
NASPO17	11996-000091	Electrode EDGE QUIK-COMBO Adult	$	47.00	$	36.80	22%
NASPO17	11996-000093	Electrode EDGE QUIK-COMBO pediatric RTS	$	56.00	$	44.26	21%
NASPO17	11996-000106	DURA-Y Multisite sensor (reusable)	$	873.00	$	694.29	20%
NASPO17	11996-000113	Oxisensor II adult sensor (24/BX)	$	850.00	$	689.19	19%
NASPO17	11996-000114	Oxisensor II adult sensor, long cable (24/BX)	$	1,373.00	$	1,112.91	19%
NASPO17	11996-000115	Oxisensor II infant sensor (24/BX)	$	1,090.00	$	883.18	19%
NASPO17	11996-000116	Oxisensor II pediatric sensor (24/BX)	$	845.00	$	684.08	19%
NASPO17	11996-000117	Oxisensor II neonatal sensor (24/BX)	$	1,109.00	$	898.50	19%
NASPO17	11996-000183	MNC-1 Adapter Cable - 10 foot	$	779.00	$	556.46	29%
NASPO17	11996-000198	MNC-1 Adapter Cable - 4 foot	$	738.00	$	527.87	28%
NASPO17	11996-000278	LUCAS 1 Connector - Chemtron Air	$	491.00	$	377.78	23%
NASPO17	11996-000279	LUCAS 1 Connector - Ohmeda Air	$	491.00	$	377.78	23%
NASPO17	11996-000280	LUCAS 1 Connector - Puritan Bennet Air	$	491.00	$	377.78	23%
NASPO17	11996-000281	LUCAS 1 Connector - Diss Air	$	491.00	$	377.78	23%
NASPO17	11996-000282	LUCAS 1 Connector - Schrader Air	$	491.00	$	377.78	23%
NASPO17	11996-000283	LUCAS 1 Connector - Oxequip Air	$	491.00	$	377.78	23%
NASPO17	11996-000285	LUCAS 1 Regulator	$	845.00	$	648.35	23%
NASPO17	11996-000310	QUIK-COMBO 3-lead Patient Simulator	$	1,098.00	$	811.71	26%
NASPO17	11996-000311	QUIK-COMBO 12-lead Patient Simulator	$	1,261.00	$	934.23	26%
NASPO17	MVIIH	Microstream™ Advance intubated filter line neonatal-infant	$	686.00	$	588.29	14%
NASPO17	MVAIH	Microstream™ Advance intubated filter line adult-pediatric	$	549.00	$	471.17	14%
NASPO17	MVAI	Microstream™ Advance intubated filter line adult-pediatric	$	351.00	$	300.90	14%
NASPO17	MVAIL	Microstream™ Advance intubated filter line adult-pediatric, long	$	393.00	$	336.94	14%
NASPO17	MVAI100U	Microstream™ Advance intubated filter line adult-pediatric, 100 ct	$	1,212.00	$	1,039.64	14%
NASPO17	MVP	Microstream™ Advance oral/nasal filter line pediatric	$	395.00	$	338.74	14%
NASPO17	MVPO	Microstream™ Advance oral/nasal filter line pediatric w/O2 tubing	$	531.00	$	455.86	14%
NASPO17	MVA	Microstream™ Advance oral/nasal filter line adult	$	395.00	$	338.74	14%
NASPO17	MVAO	Microstream™ Advance oral/nasal filter line adult, w/O2 tubing	$	437.00	$	374.77	14%
NASPO17	MVAOL	Microstream™ Advance oral/nasal filter line adult w/O2 tubing, long	$	557.00	$	477.48	14%

NASPO17	MVA100U	Microstream™ Advance oral/nasal filter line adult, 100 ct	$	1,433.00	$	1,229.73	14%
NASPO17	MVAO100U	Microstream™ Advance oral/nasal filter line adult w/O2 tubing, 100 ct	$	1,542.00	$	1,323.42	14%
NASPO17	11996-000323	Masimo SET Red LNCS Patient Cable - 4 foot	$	276.00	$	210.33	24%
NASPO17	11996-000324	Masimo SET Red LNCS Patient Cable - 10 foot	$	337.00	$	256.28	24%
NASPO17	11996-000325	Masimo SET Red LNCS Patient Cable - 14 foot	$	569.00	$	432.91	24%
NASPO17	11996-000326	Masimo SET RED LNOP Patient Cable - 4 foot	$	338.00	$	257.30	24%
NASPO17	11996-000327	Masimo SET RED LNOP Patient Cable - 8 foot	$	494.00	$	306.31	38%
NASPO17	11996-000328	Masimo SET RED LNOP Patient Cable - 12 foot	$	569.00	$	432.91	24%
NASPO17	11996-000331	Masimo SET Red Adult Reusable Direct Connect Sensor - 3 foot	$	529.00	$	402.28	24%
NASPO17	11996-000332	Masimo SET Red Adult Reusable Direct Connect Sensor - 12 foot	$	973.00	$	740.24	24%
NASPO17	11996-000333	Masimo SET Red Pediatric Reusable Direct Connect Sensor - 3 foot	$	529.00	$	402.28	24%
NASPO17	11996-000334	Masimo SET Red Pediatric Reusable Direct Connect Sensor - 12 foot	$	973.00	$	740.24	24%
NASPO17	11996-000335	Masimo SET Rainbow Adult Reusable Direct Connect Sensor - 3 foot	$	1,187.00	$	903.60	24%
NASPO17	11996-000336	Masimo SET Rainbow Adult Reusable Direct Connect Sensor - 12 foot	$	1,624.00	$	1,235.43	24%
NASPO17	11996-000337	Masimo SET Rainbow Pediatric Reusable Direct Connect Sensor - 3 foot	$	1,187.00	$	903.60	24%
NASPO17	11996-000338	Masimo SET Rainbow Pediatric Reusable Direct Connect Sensor - 12 foot	$	1,624.00	$	1,235.43	24%
NASPO17	11996-000339	Rainbow R25, Adult Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	$	959.00	$	730.03	24%
NASPO17	11996-000340	Rainbow R20, Pediatric Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	$	992.00	$	755.55	24%
NASPO17	11996-000341	Rainbow R25-L, Adult/Neo Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	$	959.00	$	730.03	24%
NASPO17	11996-000342	Rainbow R20-L, Infant Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	$	992.00	$	755.55	24%
NASPO17	11996-000359	Temp Sensor, Skin Probe, High Dielectric, Disp (box of 20)	$	184.00	$	149.07	19%
NASPO17	11996-000360	Temp Sensor, Esophageal-Rectal, 9FR, Disp (box of 20)	$	197.00	$	159.28	19%
NASPO17	11996-000365	RED MNC ADAPTER CABLE, 4FT,2641	$	1,147.00	$	827.03	28%
NASPO17	11996-000369	Monitor to PC USB Cable for connecting LIFEPAK 12 or LIFEPAK 15 to a PC	$	379.00	$	300.18	21%
NASPO17	11996-000374	LP15 bed Connector	$	205.00	$	154.17	25%
NASPO17	11996-000375	Cable DC Input LP15 Battery Charger	$	106.00	$	80.66	24%
NASPO17	301-000-000	McGRATH MAC EMS Video Laryngoscope	$	3,533.00	$	2,804.79	21%
NASPO17	340-000-000	McGRATH 3.6V EMS Battery	$	78.00	$	62.70	20%
NASPO17	X3-003-000	McGRATH X3 Laryngoscope Blades, Box of 10	$	388.80	$	292.61	25%
NASPO17	350-084-000	McGRATH MAC 2 Laryngoscope Blades, Box of 10	$	206.00	$	167.21	19%
NASPO17	350-086-000	McGRATH MAC 3 Laryngoscope Blades, Box of 10	$	206.00	$	167.21	19%
NASPO17	350-088-000	McGRATH MAC 4 Laryngoscope Blades, Box of 10	$	206.00	$	167.21	19%
NASPO17	11996-000441	Wall Cabinet, Rotaid Plus, With Alarm, White	$	461.00	$	402.64	13%
NASPO17	11996-000443	Wall Cabinet, Rotaid Plus, With Alarm, Red	$	461.00	$	402.64	13%
NASPO17	11996-000445	Wall Cabinet, Rotaid Solid Plus, with Alarm, White	$	575.00	$	502.58	13%
NASPO17	11996-000447	Wall Cabinet, Rotaid Solid Plus, with Alarm, Red	$	575.00	$	502.58	13%
NASPO17	11996-000449	Wall Cabinet, Rotaid Solid Plus, Heat, with Alarm, White	$	835.00	$	729.37	13%
NASPO17	11996-000451	Wall Cabinet, Rotaid Solid Plus, Heat, with Alarm, Red	$	835.00	$	729.37	13%
NASPO17	11996-000471	4G Modem: Verizon Cellular non-Kore (customer data plan)	$	1,546.00	$	1,259.28	19%
NASPO17	11996-000474	4G Modem: Verizon Cellular Kore (Stryker data plan)	$	1,546.00	$	1,259.28	19%
NASPO17	11996-000475	4G Modem: AT&T Cellular Kore (Stryker data plan)	$	1,546.00	$	1,259.28	19%
NASPO17	11998-000292	Wall Cabinet - Semi-recessed for AED, 3" Trim	$	440.00	$	332.85	24%

NASPO17	11998-000293	Wall Cabinet - Fully-recessed for AED, 1.5" Trim	$	376.00	$	283.84	25%
NASPO17	11998-000321	Ambu Res-Cue Mask First Responder Kit	$	64.00	$	47.99	25%
NASPO17	11998-000326	LIFEPAK 15 internal paddles adapter cable	$	440.00	$	305.28	31%
NASPO17	11998-000327	AED Wall Sign Ilcor w/logo, Flat,8x10	$	36.00	$	26.55	26%
NASPO17	11998-000328	AED Wall Sign Ilcor w/logo, T-mount, 8x10	$	51.00	$	36.76	28%
NASPO17	11998-000329	AED Wall Sign Ilcor w/logo, Tent, 7x8	$	51.00	$	36.76	28%
NASPO17	11998-000330	AED Wall Sign Traditional w/logo, Flat, 8x10	$	36.00	$	26.55	26%
NASPO17	11998-000331	AED Wall Sign Traditional w/logo, T-mount, 8x10	$	51.00	$	36.76	28%
NASPO17	11998-000332	AED Wall Sign Traditional w/logo, Tent, 7x8	$	51.00	$	36.76	28%
NASPO17	11998-000333	AED Wall Sign Traditional w/o logo, T-mount, 8x10	$	51.00	$	36.76	28%
NASPO17	21250-000003	DOOR, BATTERY, 3 PACK, TRAINER, LPCR2	$	21.19	$	17.36	18%
NASPO17	21250-000004	ASSY, LID, LOCALIZED, TRAINER, LPCR2, ENGLISH	$	28.00	$	22.46	20%
NASPO17	21300-005847	Signagel, gel	$	8.01	$	5.11	36%
NASPO17	21300-008054	4-Wire Cable Comb (10- Pack)	$	76.00	$	57.18	25%
NASPO17	21300-008055	6-Wire Cable Comb (10- Pack)	$	76.00	$	57.18	25%
NASPO17	21300-008143	CABLE, USB2.0 A MALE TO MICRO-B, L 5.5FT	$	18.84	$	15.32	19%
NASPO17	21300-008146	LIFEPAK 15 NIBP Hose, 12'	$	120.00	$	63.30	47%
NASPO17	21300-008147	LIFEPAK 15 NIBP Hose, 9'	$	105.00	$	63.30	40%
NASPO17	21300-008148	LIFEPAK 15 NIBP Hose, 9' coiled	$	120.00	$	63.30	47%
NASPO17	21300-008152	COVER, USB PORT, LPCR2	$	12.95	$	10.21	21%
NASPO17	21330-000996	ASSY-LP20 DOCKING STATION	$	505.00	$	389.01	23%
NASPO17	21330-001024	ADAPTER ASSY-ELECTRODE,HARD PADDLE,PAD PRINTED	$	109.00	$	88.83	19%
NASPO17	21330-001176	LP15 Lithium-ion Battery 5.7 amp hrs	$	606.00	$	478.86	21%
NASPO17	21330-001357	LIFEPAK 15 In-service Video - DVD format	$	50.00	$	36.76	26%
NASPO17	21330-001365	Test load (for use with QUIK COMBO therapy cable)	$	96.00	$	84.32	12%
NASPO17	21340-000706	LIFENET PC Gateway	$	618.00	$	467.13	24%
NASPO17	21576-000074	LUCAS Stabilization Strap	$	122.00	$	93.93	23%
NASPO17	21576-000075	LUCAS Stabilization Strap (4 pack)	$	392.00	$	301.20	23%
NASPO17	21996-000044	LUCAS Back Plate	$	502.00	$	386.97	23%
NASPO17	21996-000061	LUCAS 1 Extention Hose	$	454.00	$	349.19	23%
NASPO17	21996-000109	TITAN III -Wifi Gateway	$	1,328.00	$	1,081.62	19%
NASPO17	21996-000110	Titan III Trio – WiFi &Cellular& Fast Audio Gateway, No Sim	$	3,374.00	$	2,748.47	19%
NASPO17	26500-002040	Quik reference Instruction Card for AED and CPR instruction	$	11.77	$	7.15	39%
NASPO17	26500-002408	LIFEPAK 15 Operating Instructions	$	89.00	$	73.51	17%
NASPO17	26500-003645	TAG,LOCAL EMERGENCY CONTACT NUMBER,911,MULTI	$	5.89	$	5.11	13%
NASPO17	350-STR-US-10	HeartSine SAM 350P AED	$	2,233.00	$	1,112.54	50%
NASPO17	350-STR-US-AV	HeartSine SAM 350P AED Aviation	$	2,428.00	$	1,231.08	49%
NASPO17	360-STR-US-10	HeartSine SAM 360P AED, Fully-automatic	$	2,414.00	$	1,224.07	49%
NASPO17	360-STR-US-AV	HeartSine SAM 360P AED Aviation, Fully-Automatic	$	2,568.00	$	1,301.23	49%
NASPO17	450-STR-US-10	HeartSine SAM 450P AED	$	2,502.00	$	1,553.33	38%
NASPO17	450-STR-US-AV	HeartSine SAM 450P AED Avaition	$	2,683.00	$	1,457.83	46%
NASPO17	80596-000003	TrueCPR Coaching Device	$	2,262.00	$	1,830.76	19%

NASPO17	81700-000001	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12- Lead ECG, EtCO2, 2 IP Channels)	$ 52,606.00	$ 43,335.50	18%
NASPO17	81700-000002	Bundle: LIFEPAK 15 w/ ACPA (Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT, Temp)	$ 47,461.00	$ 39,104.86	18%
NASPO17	81700-000003	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, NIBP, EtCO2)	$ 32,370.00	$ 26,629.16	18%
NASPO17	81700-000004	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT)	$ 45,835.00	$ 37,766.72	18%
NASPO17	81700-000005	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, EtCO2, BT)	$ 29,054.00	$ 23,951.87	18%
NASPO17	81700-000006	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12- Lead ECG , EtCO2, 2 IP Channels)	$ 52,667.00	$ 43,335.50	18%
NASPO17	81700-000007	Bundle: LIFEPAK 15 w/ ACPA (Standard)	$ 20,267.00	$ 16,669.62	18%
NASPO17	99425-000023	LIFEPAK 1000 Graphical Display Standard Setup w/carry case, battery & electrodes	$ 3,593.00	$ 2,555.67	29%
NASPO17	99425-000025	LIFEPAK 1000 ECG Display, Standard Setup w/carry case, battery & electrodes	$ 4,425.00	$ 2,949.86	33%
NASPO17	99512-001261	LPCR2 Semi-automatic, WIFI,English, Bag	$ 3,253.00	$ 2,132.17	34%
NASPO17	99512-001262	LPCR2 Semi-automatic, WIFI,English, Handle	$ 3,152.00	$ 2,066.22	34%
NASPO17	99512-001263	LPCR2 Fully-automatic, WIFI,English, Bag	$ 3,521.00	$ 2,308.01	34%
NASPO17	99512-001264	LPCR2 Fully-automatic, WIFI,English, Handle	$ 3,421.00	$ 2,242.07	34%
NASPO17	99512-001265	LPCR2 Semi-automatic, WIFI,English-Spanish, Bag	$ 3,353.00	$ 2,198.11	34%
NASPO17	99512-001266	LPCR2 Semi-automatic, WIFI,English-Spanish, Handle	$ 3,253.00	$ 2,132.17	34%
NASPO17	99512-001267	LPCR2 Fully-automatic, WIFI,English-Spanish, Bag	$ 3,621.00	$ 2,373.96	34%
NASPO17	99512-001268	LPCR2 Fully-automatic, WIFI,English-Spanish, Handle	$ 3,521.00	$ 2,308.01	34%
NASPO17	99512-001434	LPCR2 USB Fully-automatic, English, Handle	$ 3,213.00	$ 2,105.79	34%
NASPO17	99512-001435	LPCR2 USB Semi-automatic, English, Handle	$ 3,079.00	$ 2,017.86	34%
NASPO17	99576-000063	LUCAS 3, 3.1, IN SHIPPING BOX, EN	$ 20,015.00	$ 16,267.77	19%
NASPO17	99576-000083	LUCAS 3, 3.1, TRAINING UNIT, EN	$ 11,862.00	$ 9,638.27	19%
NASPO17	99577-001368	LIFEPAK 15 Trending, 12-Lead ECG, Bluetooth	$ 29,409.00	$ 24,197.67	18%
NASPO17	99577-001372	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	$ 50,101.00	$ 41,225.28	18%
NASPO17	99577-001373	LIFEPAK 15 Trending, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	$ 49,258.00	$ 40,528.67	18%
NASPO17	99577-001588	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Bluetooth	$ 47,629.00	$ 39,190.53	18%
NASPO17	99577-001930	LIFEPAK 15 Standard	$ 17,701.00	$ 14,559.40	18%
NASPO17	99577-001931	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP	$ 27,981.00	$ 23,019.66	18%
NASPO17	99577-001932	LIFEPAK 15 Trending, Masimo SpO2, NIBP,EtCO2	$ 29,805.00	$ 24,518.94	18%
NASPO17	99577-001933	LIFEPAK 15 Trending, Masimo SpO2, NIBP,12-Lead	$ 35,396.00	$ 29,123.89	18%
NASPO17	99577-001934	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead, EtCO2	$ 39,035.00	$ 32,122.47	18%
NASPO17	99577-001935	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead, EtCO2	$ 43,329.00	$ 35,656.50	18%
NASPO17	99577-001936	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet NIBP, 12-Lead, EtCO2	$ 47,629.00	$ 39,190.53	18%
NASPO17	99577-001937	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead, EtCO2, 2 Invasive Pressure Channels	$ 50,101.00	$ 41,225.28	18%
NASPO17	99577-001938	LIFEPAK 15 Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Temperature	$ 44,958.00	$ 36,994.64	18%
NASPO17	99577-001939	LIFEPAK 15 Bluetooth	$ 17,701.00	$ 14,559.40	18%
NASPO17	99577-001941	LIFEPAK 15 Nellcor and Masimo SpO2, Bluetooth	$ 20,691.00	$ 17,022.51	18%
NASPO17	99577-001943	LIFEPAK 15 Trending, Masimo SpO2, EtCO2, 12-Lead ECG, Bluetooth	$ 36,959.00	$ 30,409.00	18%
NASPO17	99577-001944	LIFEPAK 15 Trending, Masimo SpO2, EtCO2, Bluetooth	$ 26,548.00	$ 21,841.65	18%
NASPO17	99577-001945	LIFEPAK 15 Trending, Masimo SpO2, NIBP, Bluetooth	$ 23,682.00	$ 19,485.62	18%
NASPO17	99577-001946	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, Bluetooth	$ 24,460.00	$ 20,128.18	18%

NASPO17	99577-001947	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 2 Invasive Pressure Channels, Bluetooth	$	27,327.00	$ 22,484.20	18%
NASPO17	99577-001948	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 2 Invasive Pressure Channels, Bluetooth	$	28,106.00	$ 23,126.75	18%
NASPO17	99577-001950	LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2, Bluetooth	$	29,805.00	$ 24,518.94	18%
NASPO17	99577-001951	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, EtCO2, Bluetooth	$	30,577.00	$ 25,161.49	18%
NASPO17	99577-001952	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, EtCO2, Bluetooth	$	34,098.00	$ 28,052.98	18%
NASPO17	99577-001953	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, Bluetooth	$	35,396.00	$ 29,123.89	18%
NASPO17	99577-001955	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth	$	39,035.00	$ 32,122.47	18%
NASPO17	99577-001956	LIFEPAK 15 Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	$	40,663.00	$ 33,460.61	18%
NASPO17	99577-001957	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Bluetooth	$	43,329.00	$ 35,656.50	18%
NASPO17	99577-001958	LIFEPAK 15 Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2,Bluetooth, Temp	$	44,958.00	$ 36,994.64	18%
NASPO17	99577-001959	LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2, 2 Invasive Pressure Channels, Bluetooth	$	32,789.00	$ 26,982.06	18%
NASPO17	99577-001960	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	$	41,507.00	$ 34,157.21	18%
NASPO17	99577-001962	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	$	45,806.00	$ 37,691.25	18%
NASPO17	99577-001963	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	$	42,292.00	$ 34,799.76	18%
NASPO17	99577-001964	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth	$	39,820.00	$ 32,765.02	18%
NASPO17	99577-001966	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, EtCO2, 2 Invasive Pressure Channels, Bluetooth	$	33,054.00	$ 27,196.24	18%
NASPO17	99996-000117	LP1000 Trainer	$	1,298.00	$ 1,056.76	19%
NASPO17	PAD-ACC-02	USB Data Download Cable - HeartSine	$	49.00	$ 37.78	23%
NASPO17	PAD-BAG-01	Carry Case for HeartSine AED	$	72.00	$ 56.16	22%
NASPO17	PAD-BAG-02	Backpack for HeartSine AED	$	189.00	$ 149.07	21%
NASPO17	PAD-CAB-02	Wall Bracket for HeartSine AED	$	109.00	$ 85.77	21%
NASPO17	PAD-CAB-04	HeartSine Wall Cabinet with Alarm	$	200.00	$ 157.24	21%
NASPO17	PAD-PAK-01	US Adult Pad-Pak for HeartSine AEDs	$	228.00	$ 179.70	21%
NASPO17	PAD-PAK-02	US Pediatric-Pak for HeartSine AEDs	$	270.00	$ 213.39	21%
NASPO17	PAD-PAK-07	Aviation Pad-Pak for HeartSine AEDs	$	247.00	$ 196.04	21%
NASPO17	TRN-350-US	HeartSine SAM 350P AED Trainer	$	589.00	$ 428.83	27%
NASPO17	TRN-360-US	HeartSine SAM 360P AED Trainer	$	589.00	$ 428.83	27%
NASPO17	TRN-450-US	HeartSine SAM 450P AED Trainer	$	589.00	$ 428.83	27%
NASPO17	TRN-ACC-02	HeartSine AED Trainer Electrodes - 10	$	59.00	$ 33.69	43%
NASPO17	TRN-ACC-03	HeartSine AED Trainer Electrodes - 25	$	136.00	$ 76.58	44%
NASPO17	TRN-ACC-14	HeartSine Trainer battery charger	$	44.00	$ 32.67	26%
NASPO17	TRN-ACC-16	SAM 350P AED Trainer Remote Control	$	213.00	$ 157.24	26%
NASPO17	TRN-ACC-18	SAM 360P AED Trainer Remote Control	$	213.00	$ 157.24	26%
NASPO17	TRN-ACC-19	SAM 450P AED Trainer Remote Control	$	213.00	$ 157.24	26%
NASPO17	TRN-PAK-04	Pad-Pak Electrode Cartridge for Trainer	$	69.00	$ 51.05	26%
NASPO17	11260-000015	LIFEPAK CR Plus Hard shell carry case	$	360.00	$ 272.06	24%
NASPO17	21300-004576	LIFEPAK CR Plus Carrying case	$	103.00	$ 78.21	24%

NASPO17	21300-004579	LIFEPAK CR Plus Replacement shoulder strap for carry case	$	23.00	$	17.23	25%
NASPO17	11403-000001	LIFEPAK CR Plus Replacement Kit for Charge-Pak 2 sets of electrodes	$	380.00	$	255.85	33%
NASPO17	11403-000002	LIFEPAK CR Plus Replacement Kit for Charge-Pak 1 set of electrodes	$	323.00	$	216.84	33%
NASPO17	11210-000021	Wall mount bracket for LIFEPAK CR Plus	$	146.00	$	110.66	24%
NASPO17	21300-006587	CENTRAL ALARM SWITCH for CR Plus	$	77.00	$	59.07	23%
NASPO17	11260-000017	THERMOFORMED INFANTCHILD ELECTRODE 1/EA	$	43.00	$	32.45	25%
NASPO17	11250-000099	LIFEPAK CR PLUS TRAINING REMOTE AND CABLE 1/EA	$	67.00	$	49.92	25%
NASPO17	11250-000073	LIFEPAK CR Plus Training System	$	508.00	$	391.04	23%
NASPO17	11260-000014	LIFEPAK CR Plus Training System replacement carry case	$	54.00	$	40.77	25%
NASPO17	11250-000015	LIFEPAK CR Plus Training System replacement training electrodes	$	58.00	$	43.26	25%
NASPO17	26500-001156	LIFEPAK CR Plus Operating Instructions: LIFEPAK CR Plus Training System	$	25.00	$	19.14	23%

NEW ADDITIONS TO CONTRACT PER DATA REFRESH - EFFECTIVE IMMEDIATELY

NASPO17	11110-000038	CABLE ASSY-THERAPY,QUIK-COMBO,	$	203.00	$	152.25	25%
NASPO17	11110-000110	12-LEAD ECG CABLE: MAIN TRUNK	$	271.00	$	203.25	25%
NASPO17	11131-000040	ASSEMBLY, INTERNAL PADDLES,	$	3,259.00	$	2,444.25	25%
NASPO17	11131-000041	ASSEMBLY, INTERNAL PADDLES,	$	3,259.00	$	2,444.25	25%
NASPO17	11131-000042	ASSEMBLY, INTERNAL PADDLES,	$	3,259.00	$	2,444.25	25%
NASPO17	11131-000043	ASSEMBLY, INTERNAL PADDLES,	$	3,259.00	$	2,444.25	25%
NASPO17	11131-000044	ASSEMBLY, INTERNAL PADDLES,	$	3,259.00	$	2,444.25	25%
NASPO17	11131-000045	ASSEMBLY, INTERNAL PADDLES,	$	3,259.00	$	2,444.25	25%
NASPO17	11131-000046	ASSEMBLY, INTERNAL PADDLES,	$	3,259.00	$	2,444.25	25%
NASPO17	11131-000047	ASSEMBLY, INTERNAL PADDLES,	$	3,259.00	$	2,444.25	25%
NASPO17	11140-000014	POWER CORD-MOLDED, DOM,R ANGL	$	29.00	$	21.75	25%
NASPO17	11141-000156	ASSY-BATTERY,PRIMARY,5/4C CELL	$	625.00	$	468.75	25%
NASPO17	11160-000007	NIBP CUFF-REUSEABLE,LARGE ADUL	$	41.00	$	30.75	25%
NASPO17	11171-000057	RAINBOW DCI-6 ADT REUSESENSOR,	$	979.00	$	734.25	25%
NASPO17	11171-000065	M-LNCS DB1, SOFT SENSOR,REF 25	$	449.00	$	336.75	25%
NASPO17	11171-000066	M-LNCS E1, ADULT, EAR SENSOR,	$	509.00	$	381.75	25%
NASPO17	11171-000067	LNCS E1, ADULT, EAR SENSOR, RE	$	509.00	$	381.75	25%
NASPO17	11171-000069	RC-1, PATIENT CABLE, 1FT, REF	$	302.00	$	226.50	25%
NASPO17	11260-000041	CARRYING BAGS-STRAP KIT,LP20	$	285.00	$	213.75	25%
NASPO17	11576-000069	LUCAS PATIENT STRAP-BULK	$	64.00	$	48.00	25%
NASPO17	11996-000351	SOFTBAG - TRAINER 1000	$	128.00	$	96.00	25%
NASPO17	11996-000352	HARDBAG - TRAINER 1000	$	374.00	$	280.50	25%
NASPO17	11996-000355	PLUG-IN CHARGER USA_A_ -TRAINE	$	96.00	$	72.00	25%
NASPO17	11996-000358	REMOTE CONTROL - TRAINER1000	$	111.00	$	83.25	25%
NASPO17	11996-000366	RED MNC ADAPTER CABLE, 10FT, 2	$	1,122.00	$	841.50	25%
NASPO17	11996-000370	ROHS LP12-LP15 TO PC USBCABLE,	$	318.00	$	238.50	25%
NASPO17	11996-000476	ASSEMBLY, GATEWAY, 4G, MULTITE	$	1,546.00	$	1,159.50	25%

NASPO17	11996-000479	ASSEMBLY,GATEWAY,4G,WIFI,VOICE	$	2,945.00	$	2,208.75	25%
NASPO17	11996-000480	ASSEMBLY,GATEWAY,4G,WIFI,VOICE	$	2,945.00	$	2,208.75	25%
NASPO17	11996-000484	ASSEMBLY,GATEWAY,4G,WIFI,VOICE	$	2,945.00	$	2,208.75	25%
NASPO17	11996-000526	ASSEMBLY, GATEWAY, 4G, MULTITE	$	1,546.00	$	1,159.50	25%
NASPO17	11998-000009	RED SECURITY TIES FOR EMERGENC	$	8.24	$	6.18	25%
NASPO17	350-082-000	LARYNGOSCOPE,BLADES,MAC1,BOX O	$	206.00	$	154.50	25%
NASPO17	350-STR-US-GW	PACKAGE,350P, Gateway, PP01,US	$	2,568.00	$	1,926.00	25%
NASPO17	360-STR-US-GW	PACKAGE, 360P, Gateway, PP01,	$	2,750.00	$	2,062.50	25%
NASPO17	450-STR-US-GW	PACKAGE, 450P, Gateway,PP03J,	$	2,837.00	$	2,127.75	25%
NASPO17	ACC-BAT-GW	HeartSine Gateway,Replacement	$	50.00	$	37.50	25%
NASPO17	ACC-GTW-US-01	PACKAGE, Gateway, US	$	307.00	$	230.25	25%
NASPO17	ACC-REM-GW	HeartSine Gateway,Removal Tool	$	24.00	$	18.00	25%
NASPO17	11998-000334	Emergency Response Kit (New Config)	$	60.00	$	45.00	25%

H-GAC 'FORM D1' - PRODUCT ITEM BASE OFFERING PRICES		
	Offeror Name:	3M Scott Fire & Safety
	Invitation No.:	EE08-19 - Emergency Medical & Rescue Equipment

INSTRUCTIONS: Fill in unshaded areas. Shaded columns for H-GAC use only.

Offeror shall price the current version (at the time of this invitation's open bid period) of the chosen catalog(s) listed below, and shall include, per Section-B: (a) printed and electronic copy of each catalog; (b) a separate list price sheet/book if not part of the manufacture catalog (printed and electronic copy); (c) percentage discount off list prices, on Form-D; (d) additional pricing on Form-E.

Product Code	Mfg.	Model & Description	Discount - Off-List Percentage	Bid Price Rank	Bid Price Score (Bid Price Rank x .90)	Bid Price Rank	Past Sales Performance Score (Bid Price Rank x 0/.10)	Awardee (Highest Score) (Columns K + M)
A. Self-Contained Breathing Apparatus (SCBA)								
EE19ADA	3M Scott Fire & Safety	2023 3M Scott Fire & Safety Price List (Effective 04/01/2023)	15%					
H. Hand-Held Thermal Imaging Equipment								
EE19HCA	3M Scott Fire & Safety	2023 3M Scott Fire & Safety Price List (Effective 04/01/2023)	0%					
K. Breathing Air Systems								
EE19KAA	3M Scott Fire & Safety	N/A	N/A					

3M | SCOTT™ Fire & Safety

3M Scott Fire & Safety

2021 Price List



Effective January 1, 2021
Prices are subject to change without notice.

Rev. A

2021 Price List




3M
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SCOTT


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FIRE RESCUE
SCOTT

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This price list is intended for use only by 3M Scott Fire & Safety Authorized Distributors and their personnel and supersedes all previous price lists. Prices are subject to change without notice. 3M Scott Fire & Safety Terms and Conditions are applicable to this document. Should a copy of the Terms and Conditions be needed, they can be obtained by contacting 3M Scott Fire & Safety directly. © 2020 3M and 3M Scott Fire & Safety. 3M and the 3M Scott Fire & Safety Logo are marks and/or registered marks. All other trademarks are the property of their respective owners. Unauthorized use is strictly prohibited.

Air Supplied Respirators





NFPA Air-Pak SCBA

Air-Pak X3 Pro SCBA

Built-to Specification Configurator
NFPA 1981/1982, 2018 Edition

SCBA Model		List Price	Harness		List Price	Pressure (psig)		List Price	SCBA Belt Type (select one number from both columns) Belt Type		List Price	Escape Rope / Anchor / Descender		List Price	Regulator ④		List Price	EBSS		List Price	Airline Option		List Price	Spare Harness ⑤		List Price	Console / Gauge *Price includes the HUD for all configurations*		List Price	Case ②		List Price	Packaging ③		List Price
8	Air-Pak X3 Pro (CGA)	$5,005	1	Standard	N/C	2	2216	$500	0	Standard	N/C	2	None	N/C	1	E-Z Flo+, Continuous Hose	N/C	0	None	N/C	0	None	N/C	1	Yes (UEBSS)	$890	3	Pak-Tracker	$2,795	0	None	N/C	3	1 SCBA per Box	N/C
9	Air-Pak X3 Pro (Snap-Change)	$5,005				4	4500	$405	N	EZ-Scape Pro (fixed)	$615	E	50' T-Safe rope / Crosby hook / F4 descender	$595	3	E-Z Flo C5, Continuous Hose	$150	3	UEBSS	$780				2	Yes	$740	A	SEMS II Pro	$2,895				4	2 SCBA per Box	N/C
						5	5500	$760	P	EZ-Scape Pro (Jettison)	$615	L	50' T-Safe rope / Lightning GT hook / F4 descender	$595	5	E-Z Flo+, Quick Disconnect Hose, Rectus	$300							3	Yes (EZ-Scape Pro & UEBSS)	$990	H	SEMS II Pro ① Hazmat	$2,895						
															6	E-Z Flo C5, Quick Disconnect Hose, Rectus	$450							4	Yes (EZ-Scape Pro)	$840								
																								5	No	N/C								

1. Part Number:
Select a one digit number per box from the chart above that corresponds to your choice

X8	X	X	X	X	X	X	X	X	X	X	X	X

① SEMS II Pro Hazmat (motion sensor disabled) does not comply with the requirements of NFPA 1982, 2018 Edition.
② Case option must be ordered separately.
③ Air-Pak X3 Pro SCBA may only be packaged 1 SCBA per box when configured with a spare harness kit or EZ-Scape Pro (full bailout system).
④ When selecting the E-Z Flo C5 regulator, you must also choose the Vision C5 facepiece for compatibility
⑤ Spare harness not available when configuring SCBA with the EZ-Scape Pro (full bailout)

2. Price:
Select the price that corresponds to the number selected above

X8	$X	$X	$X	$X	$X	$X	$X	$X	$X	$X	$X	$X

Example

Air-Pak X3 Pro SCBA
Parachute Buckles, 5500psig, Standard Waist Belt, E-Z Flo Regulator with Quick Connect Hose, UEBSS, SEMS II Pro, Shipped (1) per Box (black)

X8	9	1	5	0	2	6	3	0	5	A	0	3
	$5,005	$0	$760	$0	$0	$450	$780	$0	$0	$2,895	$0	$0

Total: Add up all costs

$9,890

This price configurator is a guide to 3M Scott Air-Pak SCBA part numbers compliant to the NFPA 1981, 2018 Edition Standard.

EZ-Scape

Integrated Self-Rescue Belts

EZ-Scape Pro Integrated Self-Rescue Belt (compatible with Air-Pak X3 Pro SCBA)

Part Number	Description	Price
201668-01	EZ-Scape Pro (Jettison), Belt-Only	$939.00
201668-11	EZ-Scape Pro (Jettison), One Size Fits Most, 50' T-Safe Rope, Crosby Hook, F4 Descender	$1,523.00
201668-12	EZ-Scape Pro (Jettison), One Size Fits Most, 50' T-Safe Rope, Lightning GT Hook, F4 Descender	$1,574.00
201668-21	EZ-Scape Pro (Fixed), Belt-Only	$863.00
201668-31	EZ-Scape Pro (Fixed), One Size Fits Most, 50' T-Safe Rope, Crosby Hook, F4 Descender	$1,523.00
201668-32	EZ-Scape Pro (Fixed), One Size Fits Most, 50' T-Safe Rope, Lightning GT Hook, F4 Descender	$1,574.00

Accessories for EZ-Scape Pro Integrated Self-Rescue Belt

*200904-01	Re-packing Jig for 50' rope	$47.02
31003385	Multi-Use Ladder Strap	$183.60

* A single jig can be used to re-pack many EZ-Scape belts

Air-Pak SCBA Accessories

Part Number	Description	Price
805511-01	Chest Strap (Air-Pak Wireframe, Air-Pak 75, Air-Pak X3 SCBA)	$39.78
201612-01	Chest Strap, Universal (Air-Pak X3 Pro SCBA)	$85.68
200112-01	Extended Duration Adapter Assy, Hansen	$350.88
200112-02	Extended Duration Adapter Assy, Foster	$350.88
200112-03	Extended Duration Adapter Assy, Hansen HK	$350.88
200112-04	Extended Duration Adapter Assy, Schrader	$350.88
201729-01	Extended Duration Adapter Assy, Hansen, UEBSS	$382.50
201729-02	Extended Duration Adapter Assy, Foster, UEBSS	$382.50
201729-03	Extended Duration Adapter Assy, Hansen HK, UEBSS	$382.50
201729-04	Extended Duration Adapter Assy, Schrader, UEBSS	$382.50
200388-01*	Tool Adapter, Snap Change	$683.40
803620-03**	Pass Thru Assembly, Hansen	$424.00
803620-04**	Pass Thru Assembly, Schrader	$424.00
805088-01	Waist Belt Extension (Air-Pak Wireframe, Air-Pak 75, Air-Pak X3 SCBA)	$44.88
201614-01	Waist Belt Extension (Air-Pak X3 Pro SCBA)	$69.36
200673-01†	Pak-Link Programmer/Data-logger	$1,300.00

** Accommodates 2.2, 4.5, and 5.5 Snap-Change Cylinders*
*** For use with Dual EBSS in an encapsulated protective suit*
† For use in downloading PASS data from any Air-Pak SCBA certified to the NFPA 1981/1982, 2007 Edition standards (and newer) including pneumatic data introduced as part of the 2018 Edition standard; may also be used for programming the Pak-Tracker ID of an Air-Pak SCBA.

NOTE: For Air-Pak X3 Pro SCBA, customers may also use the mobile application.

Air Supplied Respirators

Air-Pak 4.5 SCBA

(NIOSH 42 CFR APPROVED)

Air-Pak 4.5

Padded Harness • Voice Amplifier • AV-3000 HT Facepiece • E-Z Flo+ Regulator (includes cylinder)

Part Number	Duration	Price
804861-3710	30 Minute	$9,270.00
804861-3810	45 Minute	$9,650.00

Air-Pak 75i SCBA

Built-to Specification Configurator
NIOSH 42 CFR APPROVED



SCBA Model	List Price	Harness	List Price	Pressure (psig)	List Price	Cylinder ①	List Price	Regulator ③	List Price	EBSS	List Price	Airline Options ②	List Price	Facepiece ④	List Price	Console	List Price	Case	List Price	Packaging	List Price
4 Air-Pak 75i SCBA	$2,558	5 Kevlar®/ Parachute Buckle	N/C	2 2216	N/C	00 None	N/C	1 E-Z Flo with Vibralert	N/C	0 None	N/C	0 None	N/C	0 None	N/C	1 Gauge	N/C	0 None	N/C	1 One Per Box	N/C
				4 4500	$368			2 E-Z Flo with Vibralert Quick Connect	$180	2 Dual	$710	1 Hansen	$356	3 AV-3000 SureSeal Kevlar® (M)	$385	4 Gauge & HUD	$1,470	1 Hard Case	$165		
				5 2216 with RIC/UAC	$340			5 E-Z Flo with Vibralert / HUD (Industrial)	$475			2 Schrader	$356					2 Soft Case	$165		
				7 4500 with RIC/UAC	$689			6 E-Z Flo with Vibralert Quick Connect / HUD (Industrial)	$734			4 Hansen HK Plug	$356								
				8 5500	$750							5 Hansen HK Socket	$356								
				9 5500 with RIC/UAC	$1,082																

1. Part Number:
Select a one or two digit number per box from the chart above that corresponds to your choice

APi	4	5	X	00	X	X	X	X	1	X	1

① Order cylinders separately.
② Airline options not available when dual EBSS is installed on Air-Pak 75i SCBA.
③ When selecting an E-Z Flo with HUD, you must select Gauge & HUD for the Console.
④ If you prefer an alternate Facepiece style, head harness, or size, choose "none" and order an approved Facepiece as a separate line item (see pages 45 - 54 for selection).

2. Price:
Select the price that corresponds to the number selected above

APi	$X	$X	$X	$0	$X	$X	$X	$X	$X	$X	$X

Example

Air-Pak 75i SCBA
Kevlar®/Parachute Buckle; for 4500 psig cylinder, no cylinder, with E-Z Flo regulator with Vibralert, no EBSS, no airline, no facepiece, standard gauge, no case, shipped one per box.

APi	4	5	4	00	1	0	0	0	1	0	1
	$2,558	$0	$368	$0	$0	$0	$0	$0	$0	$0	$0

Total: Add up all costs

$2,926

In this example, order (4500 psig) Cylinder, Facepiece and Case separately

This price configurator is a guide to 3M Scott Air-Pak 75i SCBA part numbers.

Air Supplied Respirators

Industrial SCBA (ISCBA)

Built-to Specification Configurator
NIOSH 42 CFR APPROVED



SCBA Model	List Price	Harness	List Price	Pressure (psig)	List Price	Cylinder	List Price	Regulator	List Price	Manifold ①	List Price	Airline Options	List Price	Facepiece ②	List Price	Console	List Price	Case	List Price	Packaging	List Price
1 ISCBA	$1,346	1 Nylon/Polymer Buckle	N/C	2 2216	N/C	00 None	N/C	3 E-Z Flo standard	N/C	1 Single	N/C	0 None	N/C	0 None	N/C	1 Gauge	N/C	0 None	N/C	1 One Per Box	N/C
		4 Kevlar®/Metal Buckle	$149	4 4500	$368	01 2216psi Aluminium, 30 min.	$730	4 E-Z Flo Modulair	$75	2 Dual	$137	1 Hansen	$356	3 AV-3000 SureSeal, Kevlar® (M)	$385			1 Hard Case	$165		
						02 2216psi Carbon, 30 min.	$1,305					2 Schrader	$356	6 AV-3000 SureSeal Poly (M)	$290			2 Soft Case	$165		
						04 4500psi Carbon, 30 min	$1,371					3 Cejn	$356	9 AV-3000 SureSeal Rubber (M)	$290						
						05 4500psi Carbon, 45 min	$1,635					4 Hansen HK Plug	$356								
						06 4500psi Carbon, 60 min	$1,821					5 Hansen HK Socket	$356								
						Drained															
						AA 2216psi Aluminium, 30 min.	$730														
						BB 2216psi Carbon, 30 min.	$1,305														
						DD 4500psi Carbon, 30 min	$1,371														
						EE 4500psi Carbon, 45 min	$1,635														
						FF 4500psi Carbon, 60 min	$1,821														

1. Part Number:
Select a one or two digit number per box from the chart above that corresponds to your choice

IND	1	X	X	XX	X	X	X	X	1	X	1

① Airline options require a Dual Manifold.
② If you prefer an alternate Facepiece style, head harness, or size, choose "none" and order an approved Facepiece as a separate line item (see pages 45 - 54 for selection).

2. Price:
Select the price that corresponds to the number selected above

IND	$X	$X	$X	$X	$X	$X	$X	$X	$X	$X	$X

Example

ISCBA
Kevlar/Metal Buckle; for 4500 psig cylinder, no cylinder, with E-Z Flo regulator, Single Manifold, no airline, no facepiece, standard gauge, no case, shipped one per box.

IND	1	4	4	00	3	1	0	0	1	0	1
	$1,346	$149	$368	$0	$0	$0	$0	$0	$0	$0	$0

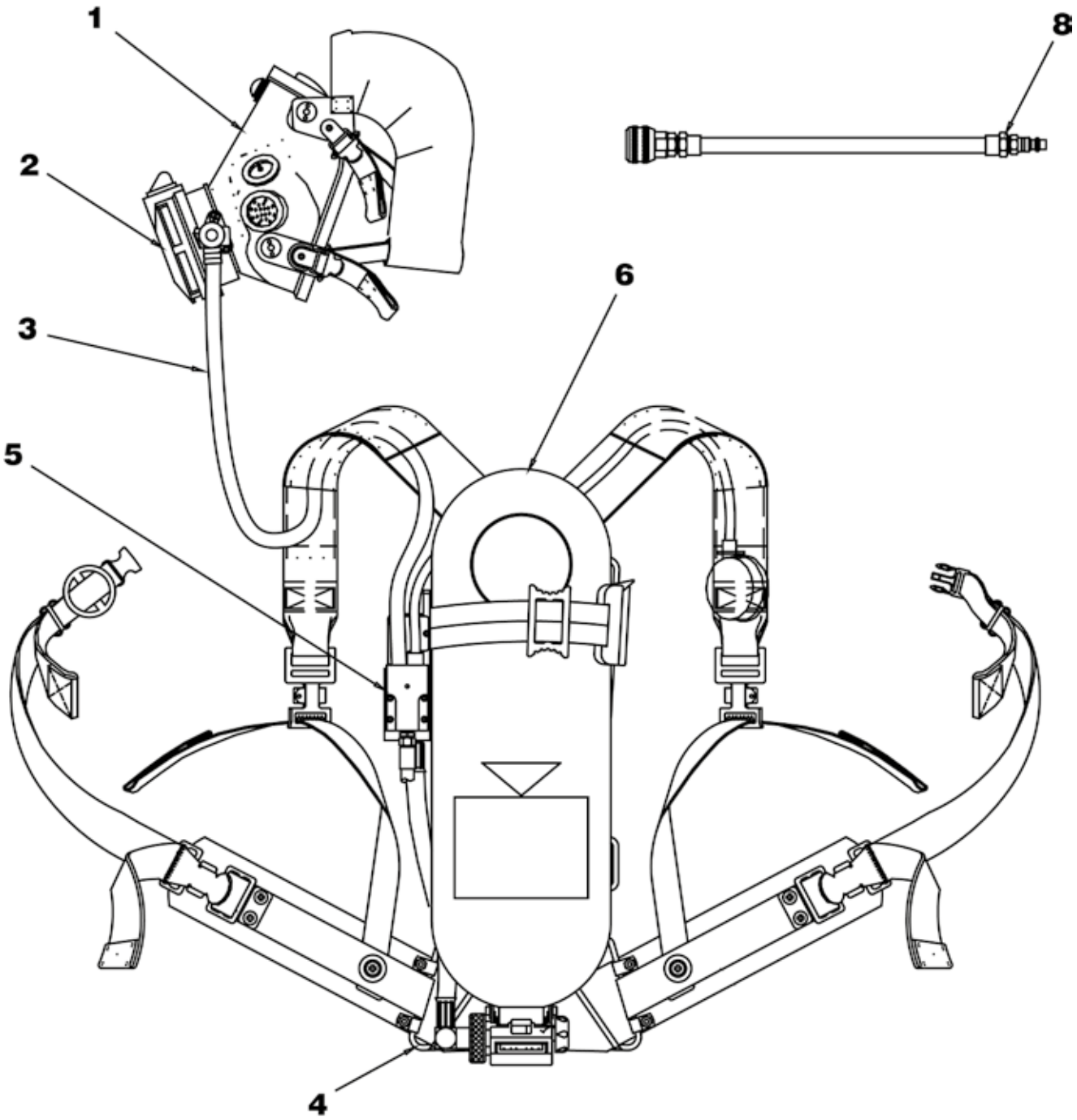
Total: Add up all costs

$1,863

In this example, order (4500 psig) Cylinder, Facepiece and Case separately

This price configurator is a guide to 3M Scott ISCBA part numbers.

ISCBA Respirator



Air Supplied Respirators

Industrial SCBA Parts & Accessories

Item Number	Description	Pieces Per Pkg	Part Number	Price
1	***Facepieces***			
1a	AV-3000 HT Facepiece	See Page 47		
1b	AV-3000 SureSeal Facepiece	See Page 50		
2	***Regulator***			
2a	E-Z Flo	1	804441-04	$590.58
2b	E-Z Flo Modulair Quick Connect	1	804441-05	$599.00
3	***Quick Connect Low Pressure Hose Assembly***	1	804678-01	$185.64
4	***Backframe and Harnesses***			
4a	Kevlar with Metal Buckles	1	804621-02	$862.00
4b	Nylon with Plastic Buckles	1	804621-03	$726.00
5	***Pressure Reducers***			
5a	2216 psig, Single Port	1	804619-01	$1,356.00
5b	2216 psig, Dual Port	1	804619-02	$1,430.00
5e	4500 psig, Single Port	1	804642-01	$1,470.84
5f	4500 psig, Dual Port	1	804642-02	$1,563.66
6	***Cylinder and Valve Assemblies***			
6a	Aluminum, 30-Minute, 2216 psig	1	804101-01	$730.00
6b	Carbon, 30-Minute, 2216 psig	1	804840-01	$1,305.00
6c	Carbon, 30-Minute, 4500 psig	1	804721-01	$1,371.00
6d	Carbon, 45-Minute, 4500 psig	1	804722-01	$1,635.00
6e	Carbon, 60-Minute, 4500 psig	1	804723-01	$1,821.00
7	***Airline Hose and Fittings (Not shown)***			
7a	Airline Accessory Hose, Hansen Fitting	1	27537-01	$369.24
7b	Airline Accessory Hose, Schrader Fitting	1	27537-02	$369.00
7c	Airline Accessory Hose, Hansen HK Fitting	1	27537-03	$369.24
8	***Supply Hoses***	See Page 28		
9	***Communications***	See Page 42		
Not shown	Hard Carrying Case, SCBA	1	804497-01	$379.44
Not shown	Soft Carrying Case, SCBA	1	10009324	$182.58

ACSi SCBA

Built-to Specification Configurator
NIOSH 42 CFR APPROVED



SCBA Model	List Price	Harness	List Price	Pressure (psig)	List Price	Cylinder ①	List Price	Regulator	List Price	Manifold	List Price	Extended Duration Airline	List Price	Facepiece ②	List Price	Console	List Price	Case	List Price	Packaging	List Price
3 ACSi SCBA	$997	A ACSi Standard	N/C	2 2216	N/C	00 None	N/C	3 E-Z Flo standard	N/C	0 Standard	N/C	0 None	N/C	0 None	N/C	1 Gauge	N/C	0 None	N/C	1 One Per Box	N/C
				4 4500	$368	01 2216psi Aluminium, 30 min.	$720	4 E-Z Flo Modulair	$75			1 Hansen	$356	3 AV-3000 SureSeal Kevlar® (M)	$385			1 Hard Case	$165		
						02 2216psi Carbon, 30 min.	$1,288					2 Schrader	$356	6 AV-3000 SureSeal Poly (M)	$290			2 Soft Case	$165		
						04 4500psi Carbon, 30 min	$1,167					3 Hansen HK Plug	$356	9 AV-3000 SureSeal Rubber (M)	$290						
						05 4500psi Carbon, 45 min	$1,597					4 Cejn	$356								
						06 4500psi Carbon, 60 min	$1,797					5 Hansen HK Socket	$356								
						Drained															
						AA 2216psi Aluminium, 30 min.	$720														
						BB 2216psi Carbon, 30 min.	$1,288														
						DD 4500psi Carbon, 30 min	$1,167														
						EE 4500psi Carbon, 45 min	$1,597														
						FF 4500psi Carbon, 60 min	$1,797														

1. Part Number:
Select a one or two digit number per box from the chart above that corresponds to your choice

ACS	3	A	X	XX	X	0	X	X	1	X	1

① Selecting a cylinder with ACSi will ship a cylinder with the unique ACS designated valve assembly.
② If you prefer an alternate Facepiece style, head harness, or size, choose "none" and order an approved Facepiece as a separate line item (see pages 45 - 54 for selection).

2. Price:
Select the price that corresponds to the number selected above

ACS	$X	$X	$X	$X	$X	$X	$X	$X	$X	$X	$X

Example

ASCi SCBA
Standard Harness, for 2216 psig cylinder, no cylinder, with E-Z Flo regulator, Standard Manifold, no airline, no facepiece, standard gauge, no case, shipped one per box.

ACS	3	A	2	00	3	0	0	0	1	0	1
	$997	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

Total: Add up all costs

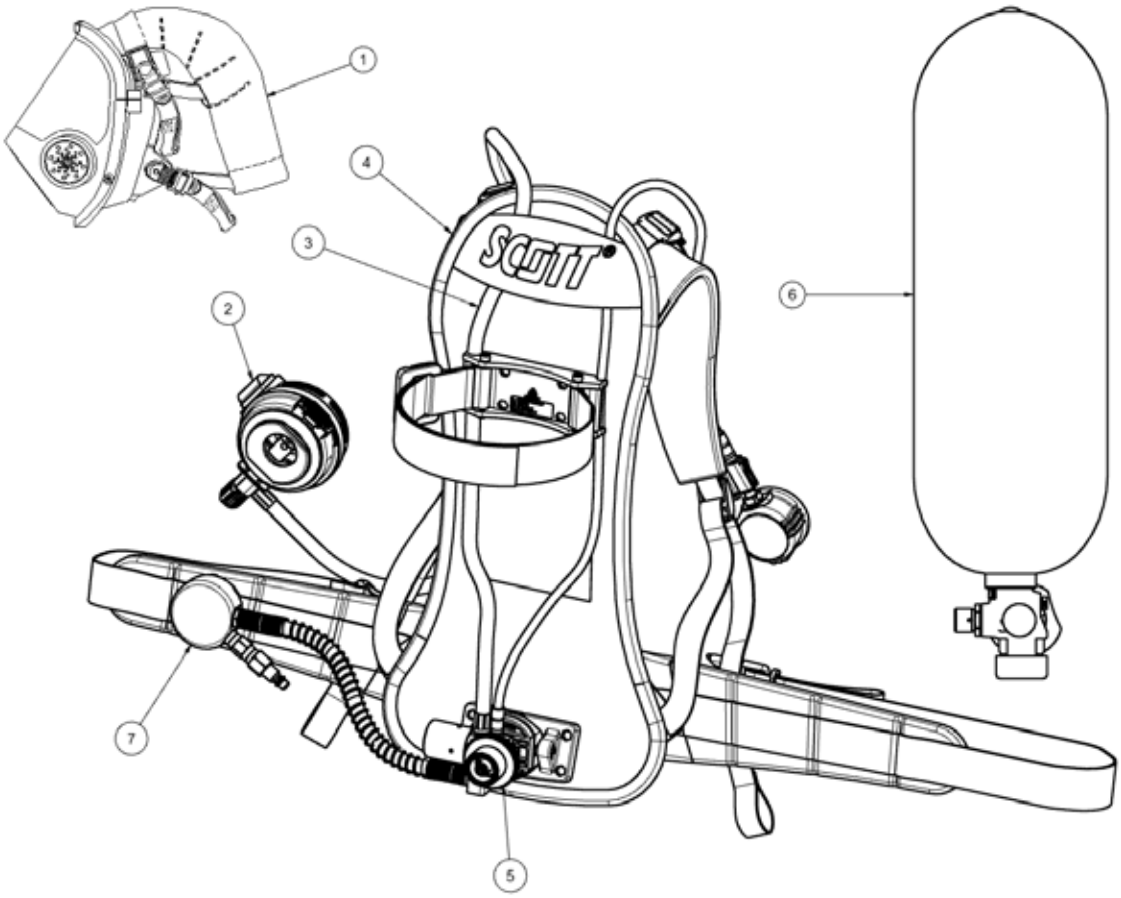
$997

In this example, order (2216 psig) Cylinder, Facepiece and Case separately

This price configurator is a guide to 3M Scott ACSi SCBA part numbers.

Air Supplied Respirators

ASCi Respirator



ACSi SCBA Parts & Accessories

Item Number	Description	Pieces Per Pkg	Part Number	Price
1	***Facepieces***			
1a	AV-3000 HT Facepiece	See Page 47		
1b	AV-3000 SureSeal Facepiece	See Page 50		
2	***Regulator***			
2a	E-Z Flo Regulator	1	804441-06	$599.00
2b	E-Z Flo Modulair Quick Connect	1	804441-05	$599.00
3	Quick Connect Low Pressure Hose Assembly	1	200867-01	$190.00
4	***Backframe and Harnesses***			
4a	ACS (Advanced Carrying System) Standard Backframe/Harness Assembly	1	200877-01	$465.00
5	***Pressure Reducers***			
5a	2.2 Pressure Reducer Assembly	1	2019231	$589.00
5b	4.5 Pressure Reducer Assembly	1	2019232	$684.00
6	***ACS Cylinder and Valve Assemblies (with ACS valve)***			
6a	Aluminum, 30-Minute, 2216 psig	1	200874-01	$720.00
6b	Carbon, 30-Minute, 2216 psig	1	200873-01	$1,288.00
6c	Carbon, 30-Minute, 4500 psig	1	200870-01	$1,167.00
6d	Carbon, 45-Minute, 4500 psig	1	200871-01	$1,597.00
6e	Carbon, 60-Minute, 4500 psig	1	200872-01	$1,797.00
7	***Extended Duration Airline Assembly (Not shown)***			
7a	Airline Accessory Hose, Hansen Fitting	1	200879-01	$497.00
7b	Airline Accessory Hose, Schrader Fitting	1	200879-02	$497.00
7c	Airline Accessory Hose, Hansen HK Fitting	1	200879-03	$497.00
7d	Airline Accessory Hose, CEJN Fitting	1	200879-05	$497.00
8	***Supply Hoses***	See Page 28		

Air Supplied Respirators

SCBA Cylinders

30,45,60&75 Minute Assemblies

2216 psig 30 Minute Cylinder & Valve Assemblies

Part Number	Aluminum	Carbon	30-Year	Cylinder Valve	Price
804101-01	●			●	$730.00
804840-01		●		●	$1,305.00
200131-01*		●		●	$1,305.00
10010063**		●			$1,146.00

4500 psig, 30 Minute Cylinder & Valve Assemblies

Part Number	Carbon	ST7	30-Year	Cylinder Valve	Price
804721-01	●			●	$1,371.00
200128-01*	●			●	$1,371.00
10009671**	●				$1,062.00
804721-11	●	●		●	$1,481.00
200128-11*	●	●		●	$1,481.00
804721-35	●		●	●	$1,657.00
200128-35*	●		●	●	$1,657.00

4500 psig, 45 Minute Cylinder & Valve Assemblies

Part Number	Carbon	ST7	30-Year	Cylinder Valve	Price
804722-01	●			●	$1,635.00
200129-01*	●			●	$1,635.00
10009673**	●				$1,388.00
804722-11	●	●		●	$1,745.00
200129-11*	●	●		●	$1,745.00
804722-35	●		●	●	$2,052.00
200129-35*	●		●	●	$2,052.00

4500 psig, 60 Minute Cylinder & Valve Assemblies

Part Number	Carbon	ST7	30-Year	Cylinder Valve	Price
804723-01	●			●	$1,821.00
200130-01*	●			●	$1,821.00
10009672**	●				$1,629.00
804723-11	●	●		●	$1,931.00
200130-11*	●	●		●	$1,931.00
804723-35	●		●	●	$2,448.00
200130-35*	●		●	●	$2,448.00

5500 psig, 30 Minute, Cylinder & Valve Assemblies

Part Number	Carbon	ST7	30-Year	Cylinder Valve	Price
200930-01	●			●	$1,496.00
200967-01*	●			●	$1,496.00
31002299**	●				$1,251.00

5500 psig, 45 Minute, Cylinder & Valve Assemblies

Part Number	Carbon	ST7	30-Year	Cylinder Valve	Price
200969-01	●			●	$1,775.00
200970-01*	●			●	$1,775.00
31002300**	●				$1,546.00

5500 psig, 60 Minute, Cylinder & Valve Assemblies

Part Number	Carbon	ST7	30-Year	Cylinder Valve	Price
200972-01	●			●	$1,970.00
200973-01*	●			●	$1,970.00
31002301**	●				$1,756.00

5500 psig, 75 Minute, Cylinder & Valve Assemblies

Part Number	Carbon	ST7	30-Year	Cylinder Valve	Price
200975-01	●			●	$2,173.00
200976-01*	●			●	$2,173.00
31002302**	●				$1,976.00

ACSi Cylinder & Valve Assemblies

See Page 14

** Snap-Change Valve Assembly*
*** Standard Carbon Cylinder (less valve)*

Air Supplied Respirators

Cylinder Accessories

Part Number	Description	Price
200952-02	Cylinder Sleeve Kit, 30-min, 4500 psi	$134.64
200952-03	Cylinder Sleeve Kit, 45-min, 4500 psi	$134.64
200952-04	Cylinder Sleeve Kit, 60-min, 4500 psi	$134.64
200952-05	Cylinder Sleeve Kit, 15-min, 4500 psi	$119.00
200952-06	Cylinder Sleeve Kit, 30-min, 5500 psi	$141.78
200952-07	Cylinder Sleeve Kit, 45-min, 5500 psi	$141.78
200952-08	Cylinder Sleeve Kit, 60-min, 5500 psi	$141.78
200952-09	Cylinder Sleeve Kit, 75-min, 5500 psi	$141.78
200952-10	Cylinder Sleeve Kit, 30-min, 2216 psi	$141.78
200688-S430	Cylinder Protective Cap, Valve End, 30-min, 4500 psi	$36.00
200688-D430	Cylinder Protective Cap, Dome End, 30-min, 4500 psi	$36.00
200688-S445	Cylinder Protective Cap, Valve End, 45-min, 4500 psi	$36.00
200688-D445	Cylinder Protective Cap, Dome End, 45-min, 4500 psi	$36.00
200689-01*	Epoxy Pak (Epoxy for 8 caps, Mixing Nozzle, O&M)	$64.00
31001465*	Applicator Gun/Mixer	$106.08

* Required for installation of cylinder protective caps

Ska-Pak AT

Supplied Air Respirator Assemblies



SAR Model	List Price	Entry/Egress	List Price	Pressure (psig)	List Price	Cylinder	List Price	Harness	List Price	Regulator	List Price	Airline	List Price	Facepiece ①	List Price	Case ②	List Price	Packaging	List Price
4 Ska-Pak AT SAR	$1,350	2 Entry/Egress	N/C	2 2216	N/C	00 None	N/C	3 Nylon	$188	3 E-Z Flo Vibralert	N/C	0 None	N/C	0 None	N/C	0 None	N/C	1 One Per Box	N/C
				3 3000	N/C	01 2216/Aluminium/3min	$503	4 Kevlar®	$322	4 E-Z Flo Vibralert QC	$175	1 Hansen	$115	3 AV-3000 SureSeal, Kevlar® (M)	$385				
				4 4500	N/C	02 3000/Carbon/5min	$656	5 FBH (Small)	$560			2 Schrader	$115	6 AV-3000 SureSeal Poly (M)	$290				
						03 3000/Carbon/10min	$739	6 FBH (Medium)	$560			3 Cejn	$197	9 AV-3000 SureSeal Rubber (M)	$290				
						06 4500/Carbon/15min	$841	7 FBH (Large)	$560			4 Hansen HK Plug	$208						
						Drained						5 Hansen HK Socket	$208						
						AA 2216/Aluminium/3min	$503												
						BB 3000/Carbon/5min	$656												
						CC 3000/Carbon/10min	$739												
						FF 4500/Carbon/15min	$841												

1. Part Number:
Select a one or two digit number per box from the chart above that corresponds to your choice

SAR	4	2	X	XX	0	X	X	X	X	X	1

① If you prefer an alternate Facepiece style, head harness, or size, choose "none" and order an approved Facepiece as a separate line item (see pages 45 - 54 for selection).
② Cases are not compatible with select Ska-Pak AT configurations and Ska-Pak AT with FBH styles. Please choose "none" for case option and order case separately as required noting that fit on all configurations cannot be guaranteed.

2. Price:
Select the price that corresponds to the number selected above

SAR	$X	$X	$X	$X		$X	$X	$X	$X	$X	$X

Example

Ska-Pak AT SAR
For Entry/Egress, for 3000 psi Cylinder, with 3000 psig 10 min Carbon cylinder, Kevlar harness, with E-Z Flo Vibralert, Hansen airline, no case, shipped one per box.

SAR	4	2	3	03	0	4	3	1	0	0	1
	$1,350	$0	$0	$739	$0	$322	$0	$115	$0	$0	$0

Total: Add up all costs

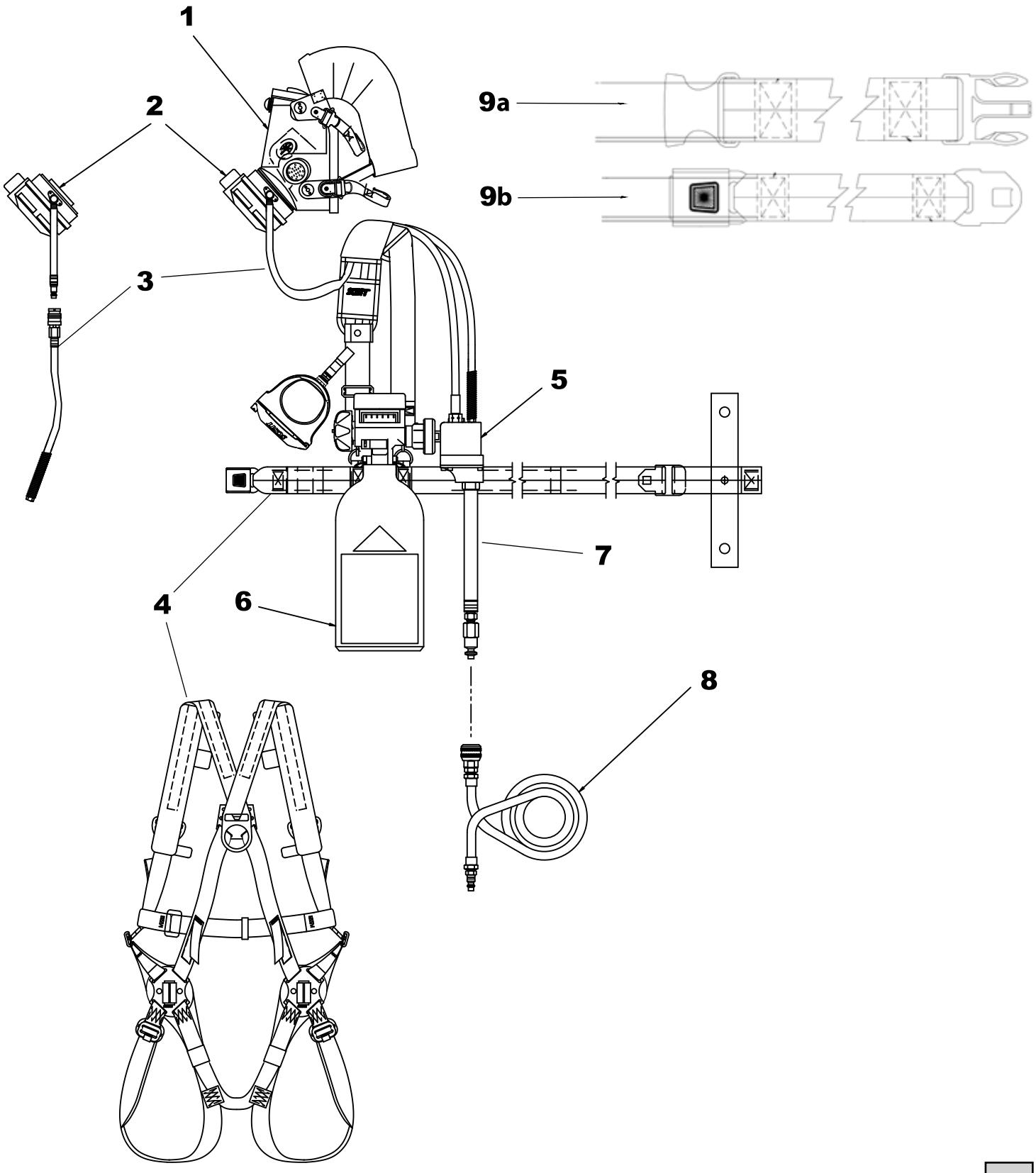
$2,526

In this example, order Facepiece and Case separately

This price configurator is a guide to 3M Scott Ska-Pak AT Supplied Air Respirator part numbers.

Air Supplied Respirators

Ska-Pak AT Respirator



Ska-Pak AT Respirator Parts & Accessories

Item Number	Description	Pieces Per Pkg	Part Number	Price
1	***Facepiece***			
1a	AV-3000 HT Facepiece	See Page 47		
1b	AV-3000 SureSeal Facepiece	See Page 50		
2	***Regulator***			
2a	E-Z Flo with Vibralert	1	804370-09	$1,137.00
2b	E-Z Flo with Vibralert Quick Connect	1	804370-02	$1,198.00
3	***Quick Connect Hose Assembly***	1	804694-05	$220.32
4	***Harnesses***			
4a	Nylon	1	804982-01	$277.00
4b	Kevlar	1	804981-01	$487.00
4c	Full Body Harness (Fall Protection) - Small	1	805061-02	$760.00
4d	Full Body Harness (Fall Protection) - Medium	1	805061-04	$760.00
4e	Full Body Harness (Fall Protection) - Large	1	805061-03	$760.00
5	***Pressure Reducers***			
5a	2216/3000, Entry/Egress	1	200031-03	$787.00
5b	4500 psig, Entry/Egress	1	200031-04	$787.00
6	***Cylinder and Valve Assemblies***			
6a	2216 psi, Aluminum, 3-minute	1	805031-01	$503.00
6b	3000 psi, Carbon, 5-minute	1	805947-02	$656.00
6c	3000 psi, Carbon, 10-minute	1	805948-02	$739.00
6f	4500 psi, Carbon, 15-minute	1	200779-01	$841.00
7	***Airlines Hose and Fittings***			
7a	Airline Hose with Hansen/Foster Fitting	1	804305-01	$128.00
7b	Airline Hose with Schrader Fitting	1	804305-02	$128.00
7c	Airline Hose with Hansen HK Fitting Plug	1	804305-03	$231.00
8	***Airlines Supply Hoses***	See Page 28		
9	***Waist Extension Belts***			
9a	Kevlar Extension Belt, 1.5 Inches Wide	1	805088-01	$44.88
9b	Nylon Extension Belt, 2 Inches Wide	1	805088-02	$19.30
10	***Accessories (Not shown)***			
10a*	Ska-Pak Series Hard Case	1	803278-01	$203.00

NOTE:
* Cases are not compatible with select Ska-Pak AT and Ska-Pak AT with FBH

Air Supplied Respirators

Ska-Pak Plus

Supplied Air Respirator Assemblies



SAR Model	List Price	Entry/Egress ①	List Price	Pressure (psig) ②	List Price	Cylinder	List Price	Harness	List Price	Regulator	List Price	Airline	List Price	Facepiece ③	List Price	Case ④	List Price	Packaging	List Price
3 Ska-Pak Plus	$722	2 Entry/Egress	N/C	2 2216	N/C	00 None	N/C	0 None	N/C	1 E-Z Flo	N/C	0 None	N/C	0 None	N/C	0 None		1 One Per Box	N/C
		3 Egress Only	N/C	3 3000	N/C	01 2216/Aluminium/5min	$503	3 Nylon	$188	2 E-Z Flo Modulair	$75	1 Hansen	$115	3 AV-3000 SureSeal, Kevlar® (M)	$385	1 Hard Case	$200		
				4 4500	N/C	02 3000/Carbon/5min	$656	4 Kevlar®	$322			2 Schrader	$115	6 AV-3000 SureSeal Poly (M)	$290				
				6 2216 FF	$584	03 3000/Carbon/10min	$739	5 FBH (Small)	$560			3 Cejn	$197	9 AV-3000 SureSeal Rubber (M)	$290				
				7 3000 FF	$584	06 4500/Carbon/15min	$841	6 FBH (Medium)	$560			4 Hansen HK Plug	$208						
				8 4500 FF	$584	Drained		7 FBH (Large)	$560			5 Hansen HK Socket	$208						
						AA 2216/Aluminium/5min	$503												
						BB 3000/Carbon/5min	$656												
						CC 3000/Carbon/10min	$739												
						FF 4500/Carbon/15min	$841												

1. Part Number:
Select a one or two digit number per box from the chart above that corresponds to your choice

SAR	3	X	X	XX	0	X	X	X	X	X	1

① Must select Entry/Egress to select an Airline option.
② FF refers to the Fast Fill system which utilizes a quick connect fitting on the cylinder valve to enable rapid charging of the cylinder.
③ If you prefer an alternate Facepiece style, head harness, or size, choose "none" and order an approved Facepiece as a separate line item (see pages 45 - 54 for selection).
④ Cases are not compatible with select FBH styles, if selecting a FBH, please choose "none" for case option.

2. Price:
Select the price that corresponds to the number selected above

SAR	$X	$X	$X	$X		$X	$X	$X	$X	$X	$X

Example

Ska-Pak Plus SAR
For Entry/Egress, for 2216 psi Cylinder, with 2216 psig 5 min Aluminum cylinder, Kevlar harness, with E-Z Flo Regulator, Hansen airline, no facepiece, no case, shipped one per box.

SAR	3	2	2	01	0	4	1	1	0	0	1
	$722	$0	$0	$503	$0	$322	$0	$115	$0	$0	$0

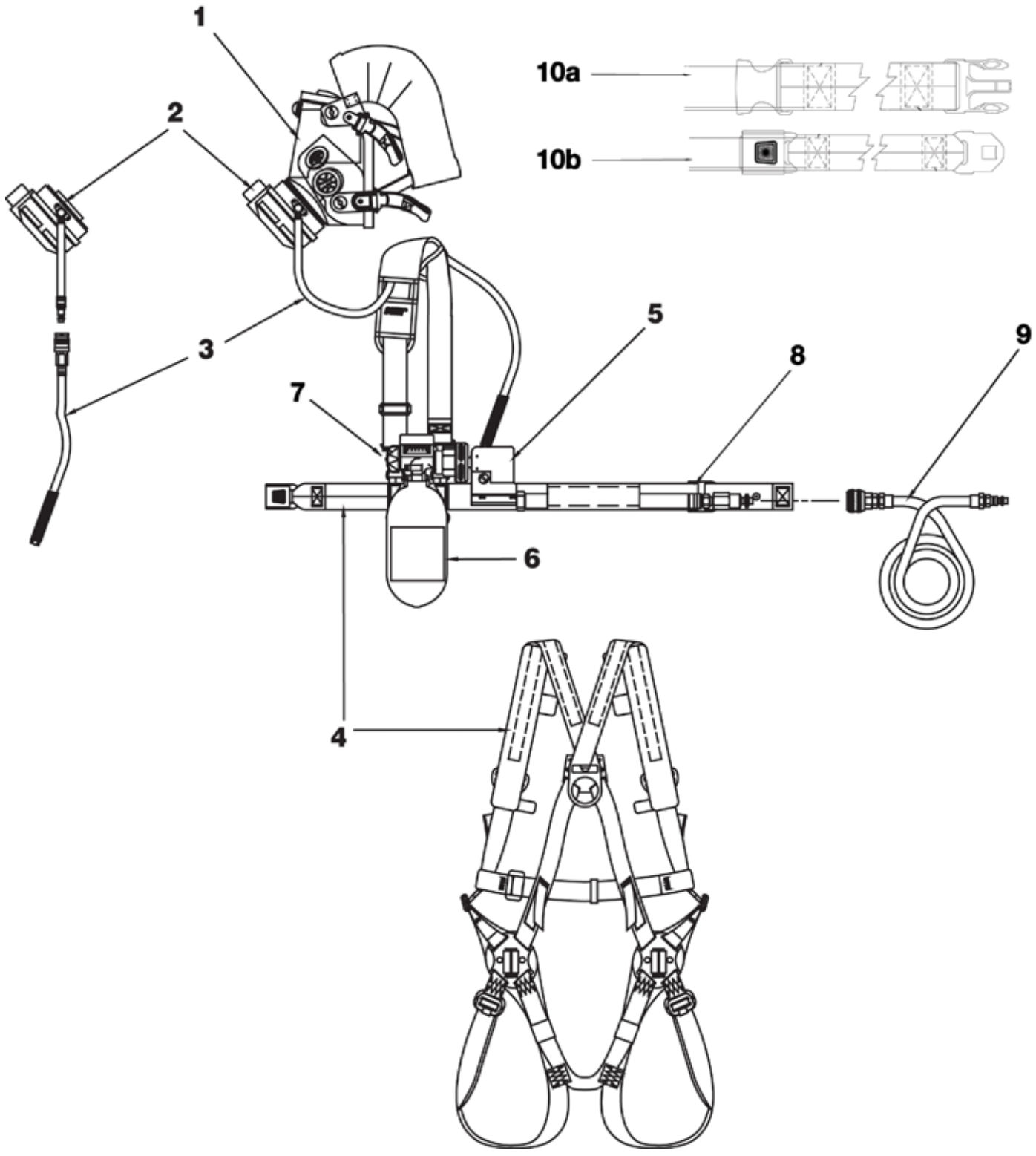
Total: Add up all costs

$1,662

In this example, order Facepiece and Case separately

This price configurator is a guide to 3M Scott Ska-Pak Plus Supplied Air Respirator part numbers.

Ska-Pak Plus Respirator



Air Supplied Respirators

Ska-Pak Plus Respirator Parts & Accessories

Item Number	Description	Pieces Per Pkg	Part Number	Price
1	***Facepiece***			
1a	AV-3000 HT Facepiece	See Page 47		
1b	AV-3000 SureSeal Facepiece	See Page 50		
2	***Regulator***			
2a	E-Z Flo	1	804221-01	$848.00
2b	E-Z Flo with Modulair Quick Connect	1	804441-05	$599.00
3	***Quick Connect Hose Assembly***	1	804694-01	$231.00
4	***Harnesses***			
4a	Kevlar	1	804981-01	$487.00
4b	Nylon	1	804982-01	$277.00
4c	Full Body Harness (Fall Protection) - Small	1	805061-02	$760.00
4d	Full Body Harness (Fall Protection) - Medium	1	805061-04	$760.00
4e	Full Body Harness (Fall Protection) - Large	1	805061-03	$760.00
5	***Pressure Reducers***			
5a	2.2/3.0 Reducer Assembly	1	804304-11	$559.00
5f	4.5 Reducer Assembly	1	804304-01	$559.00
5g	4.5 Reducer Assembly (Escape Only)	1	804310-01	$411.00
6	***Cylinder and Valve Assemblies***			
6a	2216 psi, Aluminum, 5-minute	1	805031-01	$503.00
6b	3000 psi, Carbon, 5-minute	1	805947-02	$656.00
6c	3000 psi, Carbon, 10-minute	1	805948-02	$739.00
6f	4500 psi, Carbon, 15-minute	1	200779-01	$841.00
7	***Fast Fill Valve Assemblies***			
7a	2216 psi	1	201379-01	$1,066.00
7b	3000 psi	1	201379-02	$1,066.00
7c	4500 psi	1	201379-03	$1,066.00
8	***Airlines Hose and Fittings***			
8a	Airline Hose with Hansen/Foster Fitting	1	804305-01	$128.00
8b	Airline Hose with Schrader Fitting	1	804305-02	$128.00
8c	Airline Hose with Hansen HK Fitting Plug	1	804305-03	$231.00
9	***Airlines Supply Hose***	See Page 28		
10	***Waist Extension Belts***			
10a	Nylon Extension Belt, 2 Inches Wide	1	805088-02	$19.30
10b	Kevlar Extension Belt, 1.5 Inches Wide	1	805088-01	$44.88
11	***Accessories***			
11a*	Ska-Pak Series Hard Case	1	803278-01	$203.00

NOTE:
* Cases are not compatible with select Ska-Pak AT and Ska-Pak AT with FBH

Ska-Pak

Supplied Air Respirator Assemblies



SAR Model	List Price	Entry/Egress ①	List Price	Pressure (psig)	List Price	Cylinder ②	List Price	Harness	List Price	Regulator	List Price	Airline	List Price	Facepiece ③	List Price	Case	List Price	Packaging	List Price
2 Ska-Pak SAR	$657	2 Entry/Egress	N/C	2 2216	N/C	00 None	N/C	0 None	$183	1 E-Z Flo	N/C	0 None	N/C	0 None	N/C	0 None	N/C	1 One Per Box	N/C
		3 Egress Only	N/C	4 4500	N/C	01 2216/Aluminium/5min	$503	2 Polypropylene	$183			1 Hansen	$115	3 AV-3000 SureSeal, Kevlar® (M)	$385	1 Hard Case	$200		
						06 4500/Carbon/15min	$841	4 Kevlar®	$322			2 Schrader	$115	6 AV-3000 SureSeal Poly (M)	$290				
						Drained						3 Cejn	$197	9 AV-3000 SureSeal Rubber (M)	$290				
						AA 2216/Aluminium/5 min	$503					4 Hansen HK Plug	$208						
						FF 4500/Carbon/15min	$841					5 Hansen HK Socket	$208						

1. Part Number:
Select a one or two digit number per box from the chart above that corresponds to your choice

SAR	2	X	X	XX	0	X	1	X	X	X	1

① Must select Entry/Egress to select an Airline option.
② Cylinder clamps not included when selecting option 00.
③ If you prefer an alternate Facepiece style, head harness, or size, choose "none" and order an approved Facepiece as a separate line item (see pages 45 - 54 for selection).

2. Price:
Select the price that corresponds to the number selected above

SAR	$X	$X	$X	$X		$X	$X	$X	$X	$X	$X

Example

Ska-Pak SAR
For Entry/Egress, for 2216 psi Cylinder, with 2216 psig 5 min Aluminum cylinder, Polypropylene Harness, with E-Z Flo Regulator, Hansen airline, no facepiece, no case, shipped one per box.

SAR	2	2	2	01	0	2	1	1	0	0	1
	$657	$0	$0	$503	$0	$183	$0	$115	$0	$0	$0

Total: Add up all costs

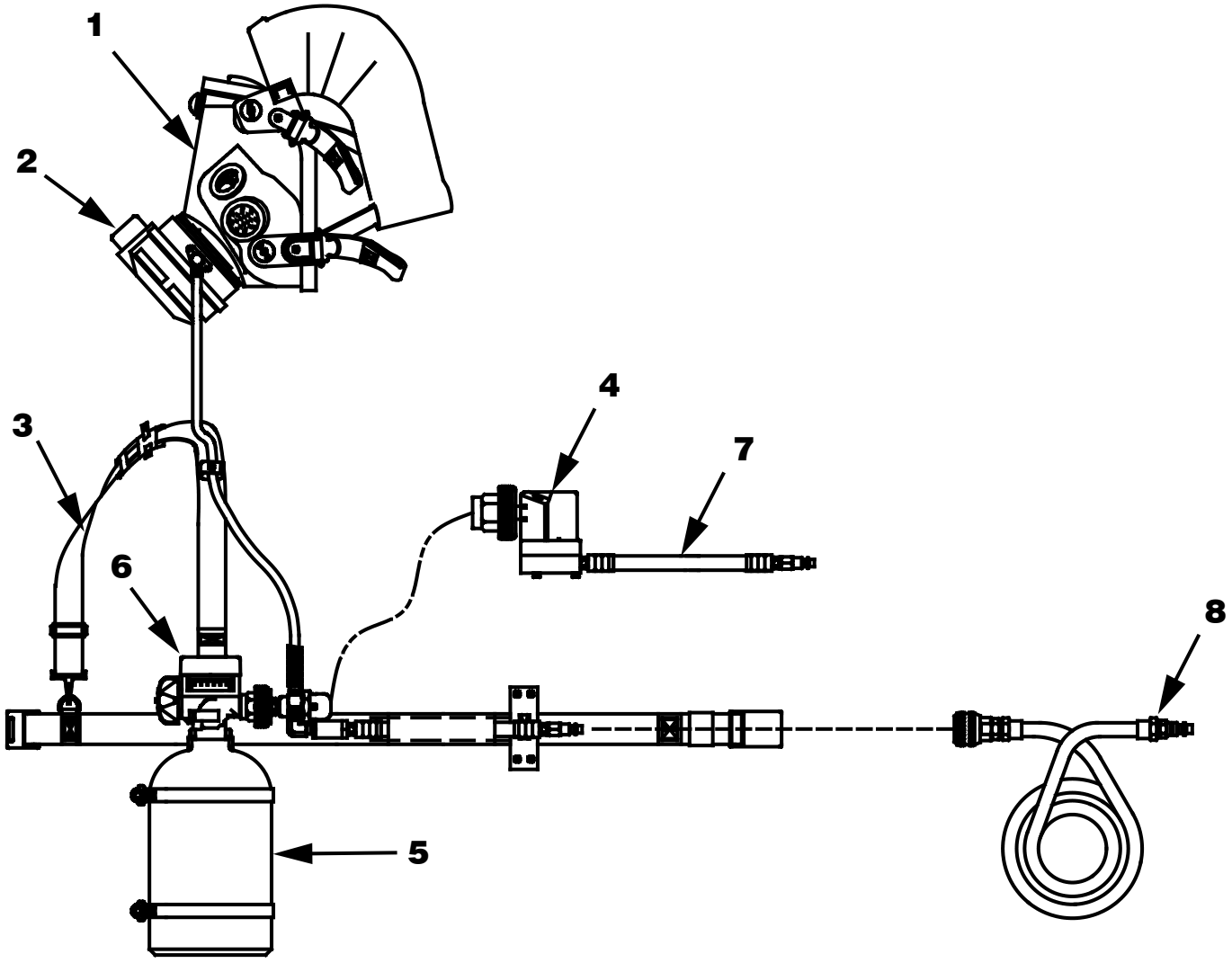
$1,458

In this example, order Facepiece and Case separately

This price configurator is a guide to 3M Scott Ska-Pak Supplied Air Respirator part numbers.

Air Supplied Respirators

Ska-Pak Respirator



Ska-Pak Respirator Parts & Accessories

Item Number	Description	Pieces Per Pkg	Part Number	Price
1	***Facepiece***			
1a	AV-3000 HT Facepiece	See Page 47		
1b	AV-3000 SureSeal Facepiece	See Page 50		
2	***E-Z Flo Regulator***	1	804221-01	$848.00
3	***Harnesses***			
3a	Polypropylene	1	802200-01	$208.00
3b	Kevlar	1	804307-01	$470.00
4	***Pressure Reducers***			
4a	2.2/3.0 Reducer Assembly	1	804304-11	$559.00
4c	4.5 Reducer Assembly	1	804304-01	$559.00
4d	4.5 Reducer Assembly (Escape only)	1	804310-01	$411.00
5	***Cylinder and Valve Assemblies***			
5a	Aluminum, 5-Minute, 2216 psig	1	801935-03	$503.00
5d	Carbon, 15-minute, 4500 psig	1	200779-03	$841.00
6	***Fast Fill Valve Assemblies***			
6a	2216 psi	1	201379-01	$1,066.00
6c	4500 psi	1	201379-03	$1,066.00
7	***Airline Hose and Fittings***			
7a	Airline Hose with Hansen/Foster Fitting	1	804305-01	$128.00
7b	Airline Hose with Schrader Fitting	1	804305-02	$128.00
7c	Airline Hose with Hansen HK Fitting Plug	1	804305-03	$231.00
8	***Airline Supply Hoses***	See Page 28		
9	***Accessories***			
9a	Ska-Pak Series Hard Case	1	803278-01	$203.00

Air Supplied Respirators

E-Z Airline

Respirator Assemblies



E-Z Airline with Modulair QuickConnect

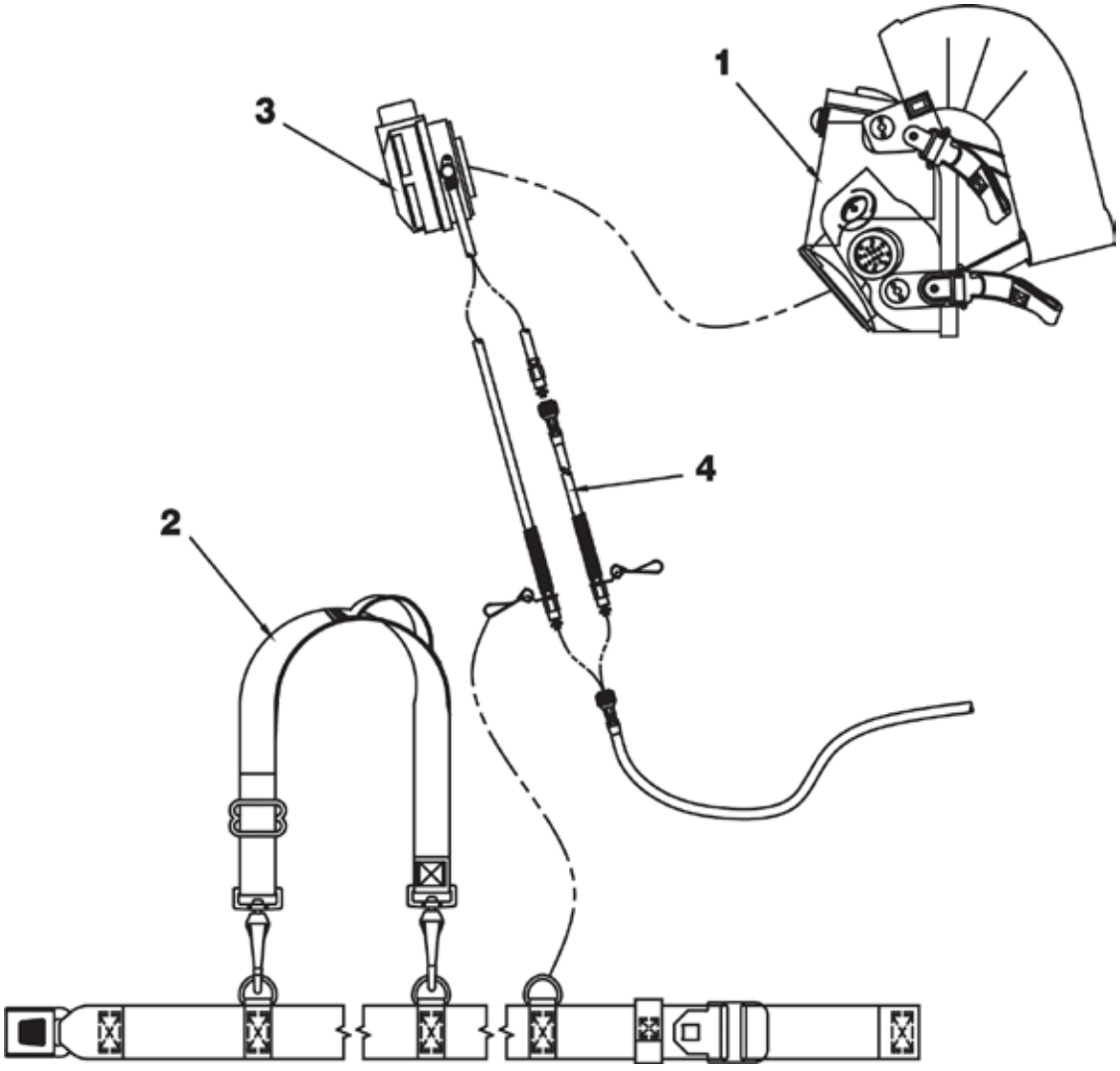
Part Numbers	Harness	Facepiece	Head Harness	Faceseal Size	Regulator	Hose Fitting	Price
804386-66	Nylon	Facepiece not included, order separately			E-Z Flo w/ Modulair	Hansen	$669.00
804386-62	Nylon	Facepiece not included, order separately			E-Z Flo w/ Modulair	Schrader	$669.00

E-Z Airline Less Modulair QuickConnect

Part Numbers	Harness	Facepiece	Head Harness	Faceseal Size	Regulator	Hose Fitting	Price
804386-67	Nylon	Facepiece not included, order separately			E-Z Flo	Hansen	$669.00

E-Z Airline Respirator Facepiece Parts & Accessories

Item Number	Description	Pieces Per Pkg	Part Number	Price
1	***Full Facepieces***			
1a	AV-3000 HT Facepiece	See Page 47		
1b	AV-3000 SureSeal Facepiece	See Page 50		
2	***Harness***	1	804493-01	$177.00
3	***E-Z Flo Regulator with Modulair Quick Connect***	1	804441-05	$599.00
4	***Regulator Hose Assemblies***			
4a	Hose Assembly, Schrader	1	804694-03	$177.00
4b	Hose Assembly, Hansen	1	804694-04	$186.66
4c	Hose Assembly, Hansen HK Plug	1	804694-02	$298.86
5	***Airline Supply Hoses***	See Page 28		



Air Supplied Respirators

Supply Hose Assemblies

Part Number	Description	Pieces Per Pkg	Price
26369-006	Hansen HK, 6 Ft	1	$267.00
26369-010	Hansen HK, 10 Ft	1	$318.00
26369-025	Hansen HK, 25 Ft	1	$410.00
26369-050	Hansen HK, 50 Ft	1	$491.00
26369-100	Hansen HK, 100 Ft	1	$640.00
26370-006	Foster, 6 Ft	1	$141.00
26370-010	Foster, 10 Ft	1	$163.00
26370-025	Foster, 25 Ft	1	$224.00
26370-050	Foster, 50 Ft	1	$316.00
26370-100	Foster, 100 Ft	1	$487.00
26370-150	Foster, 150 Ft	1	$669.00
30010-006	Hansen, 6 Ft	1	$141.00
30010-010	Hansen, 10 Ft	1	$163.00
30010-025	Hansen, 25 Ft	1	$224.00
30010-050	Hansen, 50 Ft	1	$316.00
30010-100	Hansen, 100 Ft	1	$487.00
30010-150	Hansen, 150 Ft	1	$669.00
30010-300	Hansen, 300 Ft	1	$1,396.00
30020-006	Schrader, 6 Ft	1	$141.00
30020-010	Schrader, 10 Ft	1	$164.00
30020-025	Schrader, 25 Ft	1	$224.00
30020-050	Schrader, 50 Ft	1	$316.00
30020-100	Schrader, 100 Ft	1	$491.00
30020-150	Schrader, 150 Ft	1	$669.00
805659-006	Cejn, 6 Ft	1	$177.00
805659-025	Cejn, 25 Ft	1	$272.00
805659-050	Cejn, 50 Ft	1	$402.00
805659-100	Cejn, 100 Ft	1	$549.00

Pass-Thru Assemblies

Part Number	Description	Pieces Per Pkg	Price
803620-01*	Pass-Thru Assembly, Hansen Fitting, Airline	1	$177.00
803620-02*	Pass-Thru Assembly, Schrader Fitting, Airline	1	$177.00
803620-05*	Pass-Thru Assembly, Cejn Fitting, Airline	1	$459.00
803620-03**	Pass-Thru Assembly, Hansen Fitting, Dual EBSS	1	$424.00
803620-04**	Pass-Thru Assembly, Schrader Fitting, Dual EBSS	1	$424.00

* For use with airline
** For use with Dual EBSS
*** Pass-thru devices are manufactured for use in protective chemical suits, e.g. Level A and Level B. NIOSH approvals for pass-thru devices in chemical suits are carried by the chemical suit manufacturer. The pass-thru devices must be installed by the suit manufacturer to maintain proper NIOSH approvals.

RIT-Pak Fast Attack

Emergency Air Supply



RIT-Pak Fast Attack (Less Cylinder)

Part Number	Bag Size	Pressure (psig)	Carrying Bag	6' EBSS Hose	5' RIC Hose	Facepiece	Regulator	Price
201564-01	Medium	4500	●	Hansen	●	AV-3000 SureSeal	E-Z Flo	$2,738.00
201564-02	Medium	5500	●	Hansen	●	AV-3000 SureSeal	E-Z Flo	$2,738.00
201564-03	Small	4500	●	Hansen	●	AV-3000 SureSeal	E-Z Flo	$2,738.00
*201564-11	Medium	4500	●	Rectus	●	AV-3000 SureSeal	E-Z Flo	$2,849.00
*201564-12	Medium	5500	●	Rectus	●	AV-3000 SureSeal	E-Z Flo	$2,849.00
*201564-13	Small	4500	●	Rectus	●	AV-3000 SureSeal	E-Z Flo	$2,849.00
201564-21	Medium	4500	●	Hansen	●	Vision C5	E-Z Flo C5	$2,970.00
201564-22	Medium	5500	●	Hansen	●	Vision C5	E-Z Flo C5	$2,970.00
201564-23	Small	4500	●	Hansen	●	Vision C5	E-Z Flo C5	$2,970.00
*201564-31	Medium	4500	●	Rectus	●	Vision C5	E-Z Flo C5	$2,970.00
*201564-32	Medium	5500	●	Rectus	●	Vision C5	E-Z Flo C5	$2,970.00
*201564-33	Small	4500	●	Rectus	●	Vision C5	E-Z Flo C5	$2,970.00

**Compatible with NFPA 1981, 2018 Edition Air-Pak SCBA*

RIT-Pak Fast Attack Cylinders

Part Number	Description	Price
201561-01	4.5, 15-min, Cylinder & Valve (90°)	$946.00
200870-01	4.5, 30-min, Cylinder & Valve (90°)	$1,167.00
201567-01	5.5, 30-min, Cylinder & Valve (90°)	$1,496.00
201568-01	5.5, 45-min, Cylinder & Valve (90°)	$1,775.00

RIT-Pak Fast Attack Accessories

Part Number	Description	Price
201558-01	RIT-Pak Fast Attack, Bag, Medium	$610.98
201558-02	RIT-Pak Fast Attack, Bag, Small	$580.38
201600-01	RIT-Pak Fast Attack, Shoulder Strap Assembly	$175.44
201595-01	RIT-Pak Fast Attack, AV-Series Facepiece	$257.04
201605-02	RIT-Pak Fast Attack, E-Z Flo Regulator, Hansen	$797.64
201605-03	RIT-Pak Fast Attack, E-Z Flo Regulator, Rectus	$828.24
31003648	RIT-Pak Fast Attack, Carabiner	$26.32
201825-01	Vision C5 Facepiece, RIT-Pak Variant	$350.00
201673-03	RIT-Pak Fast Attack, E-Z Flo C5 Regulator, Hansen	$933.30
201673-04	RIT-Pak Fast Attack, E-Z Flo C5 Regulator, Rectus	$933.

Air Supplied Respirators

RIT-Pak III

Emergency Air Supply



RIT-Pak III (Less Cylinder)

Part Number	Bag Size	Pressure (psig)	Carrying Bag	6' EBSS Hose	5' RIC Hose	Facepiece	Regulator	Price
200954-01	Large	2216	●	Hansen	●	AV-3000 SureSeal	E-Z Flo	$3,859.00
200954-02	Large	4500	●	Hansen	●	AV-3000 SureSeal	E-Z Flo	$3,859.00
200954-05	Large	5500	●	Hansen	●	AV-3000 SureSeal	E-Z Flo	$3,980.00
*200954-11	Large	2216	●	Rectus	●	AV-3000 SureSeal	E-Z Flo	$3,914.00
*200954-12	Large	4500	●	Rectus	●	AV-3000 SureSeal	E-Z Flo	$3,914.00
*200954-15	Large	5500	●	Rectus	●	AV-3000 SureSeal	E-Z Flo	$4,035.00
200954-21	Large	2216	●	Hansen	●	Vision C5	E-Z Flo C5	$4,145.00
200954-22	Large	4500	●	Hansen	●	Vision C5	E-Z Flo C5	$4,145.00
200954-25	Large	5500	●	Hansen	●	Vision C5	E-Z Flo C5	$4,145.00
200954-31	Large	2216	●	Rectus	●	Vision C5	E-Z Flo C5	$4,145.00
200954-32	Large	4500	●	Rectus	●	Vision C5	E-Z Flo C5	$4,145.00
200954-35	Large	5500	●	Rectus	●	Vision C5	E-Z Flo C5	$4,145.00

**Compatible with NFPA 1981, 2018 Edition Air-Pak SCBA*

RIT-Pak III Accessories

Part Number	Description	Price
200955-01	RIT-Pak III Bag, Less Shoulder Strap	$922.08
200989-01	RIT-Pak III, Shoulder Strap Assembly	$148.92
200959-01	RIT-Pak III, AV-3000 SureSeal Facepiece	$271.32
200962-01	RIT-Pak III, E-Z Flo Regulator, Hansen	$828.24
200962-02	RIT-Pak III, E-Z Flo Regulator, Rectus	$828.24
200991-01	RIT-Pak III, Carrying Strap	$148.92
201825-01	Vision C5 Facepiece, RIT-Pak Variant	$350.00
201673-01	RIT-Pak III, E-Z Flo C5 Regulator, Hansen	$933.30
201673-02	RIT-Pak III, E-Z Flo C5 Regulator, Rectus	$933.30

Mobile Air Cart

Air Supply



Mobile Air Cart (Less Cylinders)

Part Number	Description	Pieces Per Pkg	Price
805825-01	Mobile Air Cart, 2 Outlet, Hansen Style, Aux. Inlet	1	$3,127.00
805825-04	Mobile Air Cart, 2 Outlet, Schrader, Aux. Inlet	1	$3,127.00
805826-01	Mobile Air Cart, 4 Outlet, Hansen Style, Aux. Inlet	1	$3,127.00
805826-04	Mobile Air Cart, 4 Outlet, Schrader Aux. Inlet	1	$3,127.00
805827-01	Mobile Air Cart, 4 Outlet, 2 Tool, Hansen Style, Aux. Inlet	1	$3,644.00
805827-04	Mobile Air Cart, 4 Outlet, 2 Tool, Schrader, Aux. Inlet	1	$3,644.00

TRC-1 Air Cart

Air Supply



TRC-1 Air Cart (Less Cylinders)

Part Number	Description	Pieces Per Pkg	Price
200070-01	TRC-1 Air Cart, 8 Outlet, Aux. Inlet, Hansen Style	1	$6,897.00
200070-02	TRC-1 Air Cart, 8 Outlets, Aux. Inlet, Foster	1	$7,050.00
200070-03	TRC-1 Air Cart, 8 Outlets, Aux. Inlet, Hansen HK	1	$7,435.00
200070-04	TRC-1 Air Cart, 8 Outlets, Aux. Inlet, Schrader	1	$6,928.00
200070-05	TRC-1 Air Cart, 8 Outlets, Aux. Inlet, Cejn	1	$7,278.00

Cylinder & Valve Assemblies

Part Number	Description	Pieces Per Pkg	Price
804723-01	4500 psig, 60 minute Carbon	1	$1,821.00
804723-35	4500 psig, 60 minute Carbon, 30 yr	1	$2,448.00
200972-01	5500 psig, 60 minute Carbon	1	$1,970.00
200975-01	5500 psig, 75 minute Carbon	1	$2,173.00

Pak-Tracker

Firefighter Locator



With the Pak-Tracker Firefighter Locator in their arsenal, search and rescue teams can locate downed, trapped or lost firefighters, first responders or other emergency personnel more quickly and efficiently in low visibility and other challenging fire scene environments.

Pak-Tracker Firefighter Locator

Part Number	Description	Price
200266-04	Pak- Tracker Hand-Held Receiver Kit	$1,803.00

Accessories of Pak-Tracker Firefighter Locator

Part Number	Description	Price
200433-01	Pak-Tracker Hand-Held Receiver Truck Charging System, 12V DC	$662.00
200433-02	Pak-Tracker Hand-Held Receiver Truck Charging System, 110V AC	$713.00
200434-01	Pak-Tracker Hand-Held Receiver Desktop Charging System, 110V AC	$586.00
200673-01[+]	Pak-Link Programmer/Data-logger	$1,300.00

[+] For use in programming the Pak-Tracker ID of an Air-Pak SCBA; May also be used for downloading PASS data from any Air-Pak SCBA certified to the NFPA 1981/1982, 2007 Edition standards (and newer), including pneumatic data introduced as part of the 2018 Edition standard.

NOTE: For Air-Pak X3 Pro SCBA, customers may also use the mobile application.

Monitor/Monitor Pro

Telemetry Software Solution



The Monitor telemetry software solution puts critical, real-time responder information at incident command's fingertips. Designed for use on modern, touch-enabled PCs, Monitor is an intuitive and powerful air management/telemetry solution meant to complement existing accountability practices. Monitor works with all SEMS-equipped 3M Scott SCBA, though some features are only available when used with the Air-Pak X3 Pro SCBA.

Monitor Telemetry Software Core Components

Part Number	Description	Price
8005197	Monitor Software Base Command Install	$0.00
*8006951	Monitor Software Pro Edition Add-on	$0.00
201088-03	SEMS II, USB Gateway	$2,150.00
201051-01	SEMS II Repeater	$2,000.00

*Required for compatibility with SEMS II Pro. Must be purchased in addition to Monitor Software Base Command Install, part number 8005197.

Accessories / Hardware

Part Number	Description	Price
200773-01	RFID Reader/Writer	$715.00
200774-01	RFID cards, 10 pack	$135.00
201279-01	Tally Tag, Red, 10 pack	$115.00
201279-02	Tally Tag, White, 10 pack	$115.00
201279-03	Tally Tag, Black, 10 pack	$115.00
201279-04	Tally Tag, Yellow, 10 pack	$115.00
201279-05	Tally Tag, Orange, 10 pack	$115.00
201279-06	Tally Tag, Green, 10 pack	$115.00
201279-07	Tally Tag, Blue, 10 pack	$115.00
201279-08	Tally Tag, Pink, 10 pack	$115.00
201280-01	Button Tag, 10 pack	$120.00

Accountability

SIM-ES

Software Solution



3M™ Safety & Inspection Manager Software for Emergency Services (SIM-ES) empowers command staff to take a proactive approach to managing records and documentation of training, qualification, service, maintenance, as well as cleaning and decontamination of PPE and other equipment. SIM-ES also enables fire departments to track exposure reduction programs and activities. Alerts and notifications of impending and overdue activities keep your agency on track and support adherence of regulatory requirements.

Part of 3M™ Connected Safety, SIM is a platform that connects people, information and systems to help you improve productivity, increase situational awareness, and run an efficient health and safety program.

SIM-ES Packages

Part Number	Description	Price
6100003148	SIM-ES Bronze Package (1-25 Personnel) - One Year	$3,250.00
6100003149	SIM-ES Silver Package (26-50 Personnel) - One Year	$6,500.00
6100003150	SIM-ES Gold Package (51-75 Personnel) - One Year	$9,750.00
6100003151	SIM-ES Custom (= or >76 Personnel) - One Year	Quote

SIM-ES Training & Services

Part Number	Description	Price
6010002882	On-site training for SIM-ES - Full Day	$2,692.17
6100001903	Remote training for SIM-ES - Per Hour	$161.53

NOTE: SIM-ES is an exciting collaboration between 3M Connect Safety and 3M Scott Fire & Safety that leverages the proven Safety & Inspection Manager solution and optimizes the offering for the fire service. Due to the unique nature of this offering, SIM-ES is a direct sale only product through 3M Scott Fire & Safety.

To register for a product demonstration or claim a 90-day free trial, customers may contact 3M Scott Customer Service at 1-800-247-7257 or visit 3MScott.com/SIM-ES.

X380

Thermal Imager



X380		X380N NFPA*		X380 3 BUTTON*		X380 5 Button**	
Description	Temp	Part No.	Price	Part No.	Price	Part No.	Price
X-Series Imager with standard Hot- and Cold-Spot Tracker, 2X/4X Zoom and Two Batteries. Ships with a Lanyard, Desktop and Truck Charger in a Carton. Price includes standard three year warranty. Fahrenheit	F	8003024	$11,557.00	8003040	$9,762.00	8003056	$10,404.00
X-Series Imager with standard Hot- and Cold-Spot Tracker, 2X/4X Zoom and Two Batteries. Ships with a Lanyard, Desktop and Truck Charger in a Carton. Price includes standard three year warranty. Celsius	C	8003025	$11,557.00	8003041	$9,762.00	8003057	$10,404.00
X-Series Imager with standard Hot- and Cold-Spot Tracker, 2X/4X Zoom and Two Batteries. Ships in a Carton. Three years of warranty. Fahrenheit	F	8003026	$10,761.00	8003042	$8,936.00	8003058	$9,446.00
X-Series Imager with standard Hot- and Cold-Spot Tracker, 2X/4X Zoom and Two Batteries. Ships in a Carton. Three years of warranty. Celsius	C	8003027	$10,761.00	8003043	$8,936.00	8003059	$9,446.00
X-Series Imager with standard Hot- and Cold-Spot Tracker, 2X/4X Zoom and Two Batteries. Ships with a Lanyard, and Desktop Charger in a Hard Case. Three years of warranty. Fahrenheit	F	8003028	$11,037.00	8003044	$9,242.00	8003060	$9,792.00
X-Series Imager with standard Hot- and Cold-Spot Tracker, 2X/4X Zoom and Two Batteries. Ships with a Lanyard, and Desktop Charger in a Hard Case. Three years of warranty. Celsius	C	8003029	$11,037.00	8003045	$9,242.00	8003061	$9,792.00
X-Series Imager with standard Hot- and Cold-Spot Tracker, 2X/4X Zoom and Two Batteries. Ships with a Lanyard and Truck Charger in a Carton. Three years of warranty. Fahrenheit	F	8003030	$11,353.00	8003046	$9,568.00	8003062	$10,170.00
X-Series Imager with standard Hot- and Cold-Spot Tracker, 2X/4X Zoom and Two Batteries. Ships with a Lanyard and Truck Charger in a Carton. Three years of warranty. Celsius	C	8003031	$11,353.00	8003047	$9,568.00	8003063	$10,170.00

* Does not have DVR.
** Also offers Image Capture (Snapshot), On-Demand DVR & Image Freeze

Accountability

X380 Extended Warranty Options

Description	Temp	X380N NFPA* Part No.	X380N NFPA* Price	X380 3 BUTTON* Part No.	X380 3 BUTTON* Price	X380 5 Button** Part No.	X380 5 Button** Price
X-Series Imager with standard Hot- and Cold-Spot Tracker, 2X/4X Zoom and Two Batteries. Ships in a Carton. Price includes two years of extended warranty, for a total of five years' coverage. Fahrenheit	F	8003032	$12,465.00	8003048	$10,649.00	8003064	$11,159.00
X-Series Imager with standard Hot- and Cold-Spot Tracker, 2X/4X Zoom and Two Batteries. Ships in a Carton. Price includes two years of extended warranty, for a total of five years' coverage. Celsius	C	8003033	$12,465.00	8003049	$10,649.00	8003065	$11,159.00
X-Series Imager with standard Hot- and Cold-Spot Tracker, 2X/4X Zoom and Two Batteries. Ships with a Lanyard and Desktop Charger in a Hard Case. Price includes two years of extended warranty, for a total of five years' coverage. Fahrenheit	F	8003034	$12,750.00	8003050	$10,965.00	8003066	$11,516.00
X-Series Imager with standard Hot- and Cold-Spot Tracker, 2X/4X Zoom and Two Batteries. Ships with a Lanyard and Desktop Charger in a Hard Case. Price includes two years of extended warranty, for a total of five years' coverage. Celsius	C	8003035	$12,750.00	8003051	$10,965.00	8003067	$11,516.00
X-Series Imager with standard Hot- and Cold-Spot Tracker, 2X/4X Zoom and Two Batteries. Ships with a Lanyard and Truck Charger in a Carton. Price includes two years of extended warranty, for a total of five years' coverage. Fahrenheit	F	8003036	$13,067.00	8003052	$11,282.00	8003068	$11,883.00
X-Series Imager with standard Hot- and Cold-Spot Tracker, 2X/4X Zoom and Two Batteries. Ships with a Lanyard and Truck Charger in a Carton. Price includes two years of extended warranty, for a total of five years' coverage. Celsius	C	8003037	$13,067.00	8003053	$11,282.00	8003069	$11,883.00
X-Series Imager with standard Hot- and Cold-Spot Tracker, 2X/4X Zoom and Two Batteries. Ships with a Lanyard, Desktop and Truck Charger in a Hard-Sided Case. Price includes two years of extended warranty, for a total of five years' coverage. Fahrenheit	F	8003038	$13,413.00	8003054	$11,639.00	8003070	$12,455.00
X-Series Imager with standard Hot- and Cold-Spot Tracker, 2X/4X Zoom and Two Batteries. Ships with a Lanyard, Desktop and Truck Charger in a Hard-Sided Case. Price includes two years of extended warranty, for a total of five years' coverage. Celsius	C	8003039	$13,413.00	8003055	$11,639.00	8003071	$12,455.00

* Does not have DVR.
** Also offers Image Capture (Snapshot), On-Demand DVR & Image Freeze

X380 Accessories

Part Number	Description	Price
8003072	X Series Hard Sided Case - Fits Thermal Imager, Desktop and Truck Charger	$199.00
8002930	X Series Retractable Lanyard	$80.00
8002926	X Series Desktop Charger	$260.00
8002927	X Series Truck Charger	$882.00
8002965	X Series Standard Battery	$220.00
8002929	X380 NFPA Compliant Battery	$230.00

V320

Thermal Imager



V320

Part Number	Temp	Description	Price
8007134	F	V320 Fahrenheit - Kit includes two batteries, retractable lanyard, desktop charger and truck holder Kit in a carton. Three years of warranty.	$2,730.00
8007135	C	V320 Celsius - Kit includes two batteries, retractable lanyard, desktop charger and truck holder Kit in a carton. Three years of warranty.	$2,730.00

V320 Accessories

Part Number	Description	Price
8007136	V-Series Retractable Lanyard	$46.00
8007137	V-Series Battery Charger	$108.00
8007138	V-Series Charger Power Supply	$47.00
8007139	V-Series Standard Battery	$75.00
78-8151-2502-2	Truck Mount Holder	$102.00

SIGHT

In-Mask Thermal Imager



Sight

Part Number	Description	Price
201581-01	Sight Full Kit - Small 5 Strap	$2,091.00
201581-02	Sight Full Kit w/comms* - Small 5 Strap	$2,142.00
201581-11	Sight Full Kit - Small 4 Strap	$2,091.00
201581-12	Sight Full Kit w/comms* - Small 4 Strap	$2,142.00
201582-01	Sight Full Kit - Medium 5 Strap	$2,091.00
201582-02	Sight Full Kit w/comms* - Medium 5 Strap	$2,142.00
201582-11	Sight Full Kit - Medium 4 Strap	$2,091.00
201582-12	Sight Full Kit w/comms* - Medium 4 Strap	$2,142.00
201583-01	Sight Full Kit - Large 5 Strap	$2,091.00
201583-02	Sight Full Kit w/comms* - Large 5 Strap	$2,142.00
201583-11	Sight Full Kit - Large 4 Strap	$2,091.00
201583-12	Sight Full Kit w/comms* -Large 4 Strap	$2,142.00
201584-01	Sight Install Kit - Small	$1,667.00
201584-02	Sight Install Kit w/comms* - Small	$1,778.00
201585-01	Sight Install Kit - Medium	$1,667.00
201585-02	Sight Install Kit w/comms* - Medium	$1,778.00
201586-01	Sight Install Kit - Large	$1,667.00
201586-02	Sight Install Kit w/comms* - Large	$1,778.00

* Includes left-sided communications mounting bracket

SIGHT

In-Mask Thermal Imager



Sight Pro Package

Part Number	Description	Price
201581-01P	Sight Pro Package Full Kit - Small 5 Strap	$2,395.00
201581-02P	Sight Pro Package Full Kit w/comms* - Small 5 Strap	$2,446.00
201581-11P	Sight Pro Package Full Kit - Small 4 Strap	$2,395.00
201581-12P	Sight Pro Package Full Kit w/comms* - Small 4 Strap	$2,446.00
201582-01P	Sight Pro Package Full Kit - Medium 5 Strap	$2,395.00
201582-02P	Sight Pro Package Full Kit w/comms* - Medium 5 Strap	$2,446.00
201582-11P	Sight Pro Package Full Kit - Medium 4 Strap	$2,395.00
201582-12P	Sight Pro Package Full Kit w/comms* - Medium 4 Strap	$2,446.00
201583-01P	Sight Pro Package Full Kit - Large 5 Strap	$2,395.00
201583-02P	Sight Pro Package Full Kit w/comms* - Large 5 Strap	$2,446.00
201583-11P	Sight Pro Package Full Kit - Large 4 Strap	$2,395.00
201583-12P	Sight Pro Package Full Kit w/comms* -Large 4 Strap	$2,446.00
201584-01P	Sight Pro Package Install Kit - Small	$1,970.00
201584-02P	Sight Pro Package Install Kit w/comms* - Small	$2,081.00
201585-01P	Sight Pro Package Install Kit - Medium	$1,970.00
201585-02P	Sight Pro Package Install Kit w/comms* - Medium	$2,081.00
201586-01P	Sight Pro Package Install Kit - Large	$1,970.00
201586-02P	Sight Pro Package Install Kit w/comms* - Large	$2,081.00

* Includes left-sided communications mounting bracket

Universal Bluetooth® Programmer

Part Number	Description	Price
**201243-02	Universal Bluetooth® Programmer	$266.00

**For use in downloading thermal video recorded with the Sight Pro Package.



Communications

EPIC 3

Voice Communications



EPIC 3 RDI Voice Communication System

Part Number	Description	Price
201276-11	EPIC 3 Radio Direct Interface Voice Amplifier, Motorola APX radios, *Open Bracket Configuration	$829.00
201276-12	EPIC 3 Radio Direct Interface Voice Amplifier, Motorola APX radios, Closed Bracket Configuration	$829.00
201276-21	EPIC 3 Radio Direct Interface Voice Amplifier, Harris XL radios, *Open Bracket Configuration	$829.00
201276-22	EPIC 3 Radio Direct Interface Voice Amplifier, Harris XL radios, Closed Bracket Configuration	$829.00

EPIC 3 RI Voice Communication System

Part Number	Description	Price
201276-01	EPIC 3 Radio Interface Voice Amplifier, *Open Bracket Configuration	$718.00
201276-02	EPIC 3 Radio Interface Voice Amplifier, Closed Bracket Configuration	$718.00

EPIC 3 Voice Amplifier

Part Number	Description	Price
201275-01	EPIC 3 Voice Amplifier, *Open Bracket Configuration	$677.00
201275-02	EPIC 3 Voice Amplifier, Closed Bracket Configuration	$667.00

EPIC 3 Bluetooth Lapel Speaker Microphone

Part Number	Description	Price
201277-02	EPIC 3 Bluetooth Lapel Speaker Microphone, for use with Motorola HT1000, XTS series radios	$879.00
201277-04	EPIC 3 Bluetooth Lapel Speaker Microphone, for use with Motorola HT750/1250/1550 series radios	$879.00
201277-06	EPIC 3 Bluetooth Lapel Speaker Microphone, for use with Motorola Mototrbo XPR Series, APX series radios	$879.00
201277-07	EPIC 3 Bluetooth Lapel Speaker Microphone, for use with Kenwood TK280/290/380/390 series radios	$879.00
201277-11	EPIC 3 Bluetooth Lapel Speaker Microphone, for use with Motorola Radius GP300 series radios	$879.00
201277-22	EPIC 3 Bluetooth Lapel Speaker Microphone, for use with Harris P5400/7300, Unity Series and XG 25/75 series radios	$879.00

*Open bracket configuration required when used with Air-Pak SCBA compliant to NFPA 1981, 2013 Edition and NFPA 1981, 2018 Edition standards

EPIC 3 Lapel Speaker Microphone

Part Number	Description	Price
201224-02	EPIC 3 Lapel Speaker Microphone, for use with Motorola HT1000, XTS series radios	$718.00
201224-04	EPIC 3 Lapel Speaker Microphone, for use with Motorola HT750/1250/1550 series radios	$718.00
201224-06	EPIC 3 Lapel Speaker Microphone, for use with Motorola Mototrbo XPR Series, APX series radios	$718.00
201224-07	EPIC 3 Lapel Speaker Microphone, for use with Kenwood TK280/290/380/390 series radios	$718.00
201224-22	EPIC 3 Lapel Speaker Microphone, for use with Harris P5400/7300, Unity Series and XG 25/75 series radios	$718.00

Radio Interface PTT Paddle Accessory

Part Number	Description	Price
201675-02	Radio Interface PTT Paddle, for use with Motorola HT1000, XTS series radios	$398.00
201675-04	Radio Interface PTT Paddle, for use with Motorola HT750/1250/1550 series radios	$398.00
201675-06	Radio Interface PTT Paddle, for use with Motorola APX/XPR/DP/DGP/MTP series radios	$398.00
201675-07	Radio Interface PTT Paddle, for use with JVCKenwood multi-pin connector TK and NX series radios	$398.00
201675-11	Radio Interface PTT Paddle, for use with Motorola Radius GP300 series radios	$398.00
201675-21	Radio Interface PTT Paddle, for use with Harris XL-200, Unity XG-100 radios	$398.00
201675-22	Radio Interface PTT Paddle, for use with Harris P5400/7300, XG 25/75 radios	$398.00
201675-28	Radio Interface PTT Paddle, for use with JVCKenwood two-pin connector TK and NX series radios	$398.00

EPIC 3 Voice Communication System Accessories

Part Number	Description	Price
201226-01	EPIC 3 Ring PTT	$291.00
201227-01	EPIC 3 Paddle PTT	$291.00
201228-01	EPIC 3 Throat Mic	$419.00
201229-01	EPIC 3 Command Communication Headset	$503.00

Facepiece Brackets

Part Number	Description	Price
201210-01	AV-3000 HT Open Bracket, Right (for use with EPIC 3 only)	$35.00
201210-02	AV-3000 HT Open Bracket, Left (for use with EPIC 3 only)	$55.00
200715-01	AV-3000 communications bracket, right side	$46.00

Air Purifying Respirators

Vision C5 Facepiece

with E-Z Flo C5 Regulator



Designed using a platform approach, the 3M™ Scott™ Vision C5 Facepiece with E-Z Flo C5 Regulator incorporates the latest technology to enhance situational intelligence, while providing a customizable solution. Incorporating a wider field of view to see more and a new regulator design to breathe easier, the Vision C5 facepiece delivers the features that matter to help meet the changing needs of today's firefighter.

Vision C5 Facepiece with Kevlar Head Harness

Part Number	Description	Price
FP1SK0000000000	Small Faceseal	$430.00
FP1MK0000000000	Medium Faceseal	$430.00
FP1LK0000000000	Large Faceseal	$430.00
FP1SK0100000000	Small Faceseal, Neck Strap Accessory	$480.00
FP1MK0100000000	Medium Faceseal, Neck Strap Accessory	$480.00
FP1LK0100000000	Large Faceseal, Neck Strap Accessory	$480.00
FP1SKK000000000	Small Faceseal, Spare Headnet	$605.00
FP1MKK000000000	Medium Faceseal, Spare Headnet	$605.00
FP1LKK000000000	Large Faceseal, Spare Headnet	$605.00
FP1SKK100000000	Small Faceseal, Neck Strap Accessory, Spare Headnet	$655.00
FP1MKK100000000	Medium Faceseal, Neck Strap Accessory, Spare Headnet	$655.00
FP1LKK100000000	Large Faceseal, Neck Strap Accessory, Spare Headnet	$655.00

Vision C5 Facepiece Accessories

Part Number	Description	Price
201520-01	Fit Test Adapter	$66.00
201682-01	Neck Strap Accessory	$50.00
200372-52FC5	Spectacle Kit, 52mm, Frame only	$134.00
200372-60FC5	Spectacle Kit, 60mm, Frame only	$134.00
805534-01	Fleece Bag	$29.80
31004024	Laundry Bag	$16.32

E-Z Flo C5 Regulator

Part Number	Description	Price
201650-01	Quick Disconnect Hose, Hansen-type Fitting	$1,980.00
201650-02	Continuous Hose, X3/X3 Pro CGA, 3-Wire	$1,949.00
201650-03	Continuous Hose, X3/X3 Pro SC, 3-Wire	$1,959.00
201650-04	Continuous Hose, AP/WF	$1,970.00
201650-05	Quick Disconnect Hose, Rectus-type Fitting	$1,980.00
201650-06	Continuous Hose, X3/X3 Pro CGA, 6-Wire	$1,959.00
201650-07	Continuous Hose, X3/X3 Pro SC, 6-Wire	$1,970.00

Vision C5 Facepiece



Air Purifying Respirators

Vision C5 Facepiece Parts & Accessories

Item Number	Description	Pieces Per Pkg	Part Number	Price
1	***Nosecup Assembly***			
1a	Nosecup Assembly, Small	1	201484-01	$54.90
1b	Nosecup Assembly, Medium	1	201486-01	$54.90
1c	Nosecup Assembly, Large	1	201488-01	$54.90
2	***Inhalation Valve***	2	31002788	$4.40
3	***Temple Tab, Left***	1	201491-01	$3.60
4	***Temple Tab, Right***	1	201500-01	$3.60
5	***Sizing Stud***			
5a	Sizing Stud, Large	2	31003601	$2.30
5b	Sizing Stud, Medium	2	31003602	$2.30
5c	Sizing Stud, Small	2	31003603	$2.30
6	***Headnet Buckle***	2	201502-02	$4.10
7	***Headnet Buckle with D-RING***	2	201502-01	$4.60
8	***Headnet Assembly (Includes Headnet, Temple and Neck Straps)***			
8a	Headnet Assembly, Small	1	201496-03	$193.00
8b	Headnet Assembly, Medium	1	201496-02	$193.00
8c	Headnet Assembly, Large	1	201496-01	$193.00
9	***Temple Strap***	1	804178-05	$26.50
10	***Neck Strap***	1	804178-03	$25.70
11	***Accessory Neck Strap***	1	201682-01	$50.00
not shown	Fleece Facepiece Bag	1	805534-01	$29.80

AV-3000 HT

Series Facepieces





TOP-TO-DOWN CONVERTIBILITY™

The 3M™ Scott™ AV-3000 HT facepiece is fully interchangeable with the full line of 3M Scott SCBA, air-supplied respirators and air purifying respirators, as well as 3M Scott communications products providing "Top-Down Convertibility" options. It is designed to minimize equipment inventories, simplify the complexities of user training when issued as a single personal issue facepiece and reduce redundant facepiece fit tests.

AV-3000 HT Facepiece with Kevlar Head Harness, 5-Strap

Part Number	Description	Price
201215-01	Small Faceseal	$408.00
201215-02	Medium Faceseal	$408.00
201215-03	Large Faceseal	$408.00
201215-04	Small Faceseal, Right Comm Bracket	$434.00
201215-05	Medium Faceseal, Right Comm Bracket	$434.00
201215-06	Large Faceseal, Right Comm Bracket	$434.00
201215-07	Small Faceseal, Left Comm Bracket	$459.00
201215-08	Medium Faceseal, Left Comm Bracket	$459.00
201215-09	Large Faceseal, Left Comm Bracket	$459.00

AV-3000 HT Facepiece with Kevlar Head Harness, 4-Strap

Part Number	Description	Price
201215-21	Small Faceseal	$408.00
201215-22	Medium Faceseal	$408.00
201215-23	Large Faceseal	$408.00
201215-27	Small Faceseal, Right Comm Bracket	$434.00
201215-28	Medium Faceseal, Right Comm Bracket	$434.00
201215-29	Large Faceseal, Right Comm Bracket	$434.00
201215-34	Small Faceseal, Left Comm Bracket	$459.00
201215-35	Medium Faceseal, Left Comm Bracket	$459.00
201215-36	Large Faceseal, Left Comm Bracket	$459.00

CBRN

AV-3000 HT Facepiece with Kevlar Head Harness is NIOSH CBRN APR approved with 40 mm First Responder adapter and CBRN Cap-1 Canister.

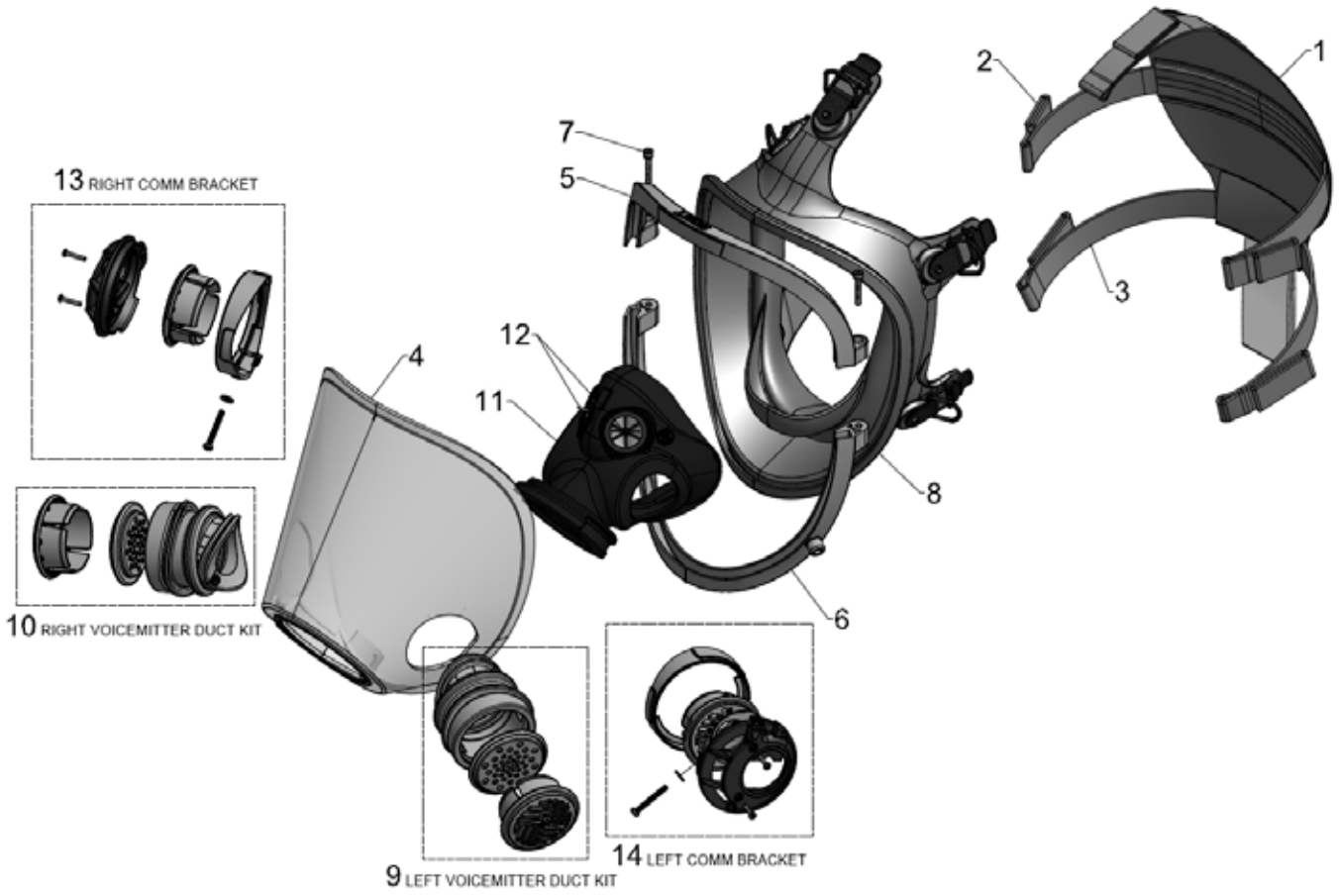
Air Purifying Respirators

AV-3000 HT Facepiece Parts & Accessories

Item Number	Description	Pieces Per Pkg	Part Number	Price
1	***Complete Head Harness Assemblies***			
1a	Kevlar Head Harness, 5-Strap*	1	200803-01	$185.00
1b	Kevlar Head Harness, 4-Strap, Small	1	201467-01	$185.00
1c	Kevlar Head Harness, 4-Strap, Medium/Large	1	201467-02	$185.00
2	***Temple Straps***			
2a	Kevlar Temple Strap**	1	804178-03	$25.70
3	***Neck Straps***			
3a	Kevlar Neck Strap	1	804176-03	$25.60
4	***Facepiece Lens (Fenestra, Drilled) (AV-3000 HT only)***	1	201134-01	$156.00
5	***Upper Bezel (AV-3000 HT only)***	1	31002809	$10.70
6	***Lower Bezel (AV-3000 HT only)***	1	31002810	$16.40
7	***Bezel Screw***	2	33361-020	$2.35
8	***Facepiece Seals (AV-3000 SureSeal and AV-3000 HT)***			
8a	AV-3000 SureSeal, FaceSeal, Small	1	200802-01	$206.00
8b	AV-3000 SureSeal, FaceSeal, Medium	1	200802-02	$206.00
8c	AV-3000 SureSeal, FaceSeal, Large	1	200802-03	$206.00
8d	AV-3000 SureSeal, FaceSeal, 4-Strap, Small	1	200802-04	$185.00
8e	AV-3000 SureSeal, FaceSeal, 4-Strap, Medium	1	200802-05	$185.00
8f	AV-3000 SureSeal, FaceSeal, 4-Strap, Large	1	200802-06	$185.00
9	***Left Voicemitter Duct Kit (AV-3000 HT only)***	1	201311-02	$32.50
10	***Right Voicemitter Duct Kit (AV-3000 HT only)***	1	201311-01	$33.40
11	***Nosecups (AV-3000 HT ONLY)***			
11a	Nosecup with Red Valves, Small	1	201126-02	$56.00
11b	Nosecup with Red Valves, Medium	1	201127-02	$54.90
11c	Nosecup with Red Valves, Large	1	201128-02	$56.00
12	***Inhalation Valve, Red (AV-3000 HT only)***	2	31002788	$4.40
13	***Comm Bracket Kit, Right (AV-3000 HT only)***	1	201210-01	$35.00
14	***Comm Bracket Kit, Left (AV-3000 HT only)***	1	201210-02	$55.00
not shown	***Fleece Facepiece Bag***	1	805534-01	$29.80
not shown	***Neck Strap Assy***	1	804088-02	$44.88

* Includes the temple strap sewn into the headnet.
** Replacement of the temple strap on AV-3000 HT, 5-Strap products produced after August 2015 will require replacement of headnet assembly (P/N 200803-01)

AV-3000 HT Facepiece



Air Purifying Respirators

AV-3000 SureSeal

Series Facepieces





TOP-DOWN CONVERTIBILITY™

3M™ Scott™ AV-3000 SureSeal Facepiece is fully interchangeable with the full line of 3M Scott SCBA, air-supplied respirators and air purifying respirators, as well as 3M Scott communications products providing "Top- Down Convertibility" options. It is designed to minimize equipment inventories, simplify the complexities of user training when issued as a single personal issue facepiece and reduce redundant facepiece fit tests.

AV-3000 SureSeal with Kevlar Head Harness

Part Number	Description	Pieces Per Pkg	Price
805773-81	Small Faceseal	1	$385.00
805773-82	Medium Faceseal	1	$385.00
805773-83	Large Faceseal	1	$385.00
805773-84	Small Faceseal, Comm Bracket	1	$410.00
805773-85	Medium Faceseal, Comm Bracket	1	$410.00
805773-86	Large Faceseal, Comm Bracket	1	$410.00

AV-3000 SureSeal with Kevlar Head Harness is NIOSH CBRN APR approved with 40 mm First Responder adapter and CBRN Cap-1 Canister, and with the C420 Plus CBRN PAPR as configured on page 64

AV-3000 SureSeal with Polyester Head Harness

Part Number	Description	Pieces Per Pkg	Price
805774-81	Small Faceseal	1	$290.00
805774-82	Medium Faceseal	1	$290.00
805774-83	Large Faceseal	1	$290.00

AV-3000 SureSeal with Rubber Head Harness

Part Number	Description	Pieces Per Pkg	Price
805775-81	Small Faceseal	1	$290.00
805775-82	Medium Faceseal	1	$290.00
805775-83	Large Faceseal	1	$290.00

AV-3000 SureSeal with Rubber Head Harness is NIOSH CBRN APR approved with 40 mm First Responder adapter (200423-01) and CBRN Cap-1 Canister (045135)

AV-3000 SureSeal Facepiece Parts & Accessories

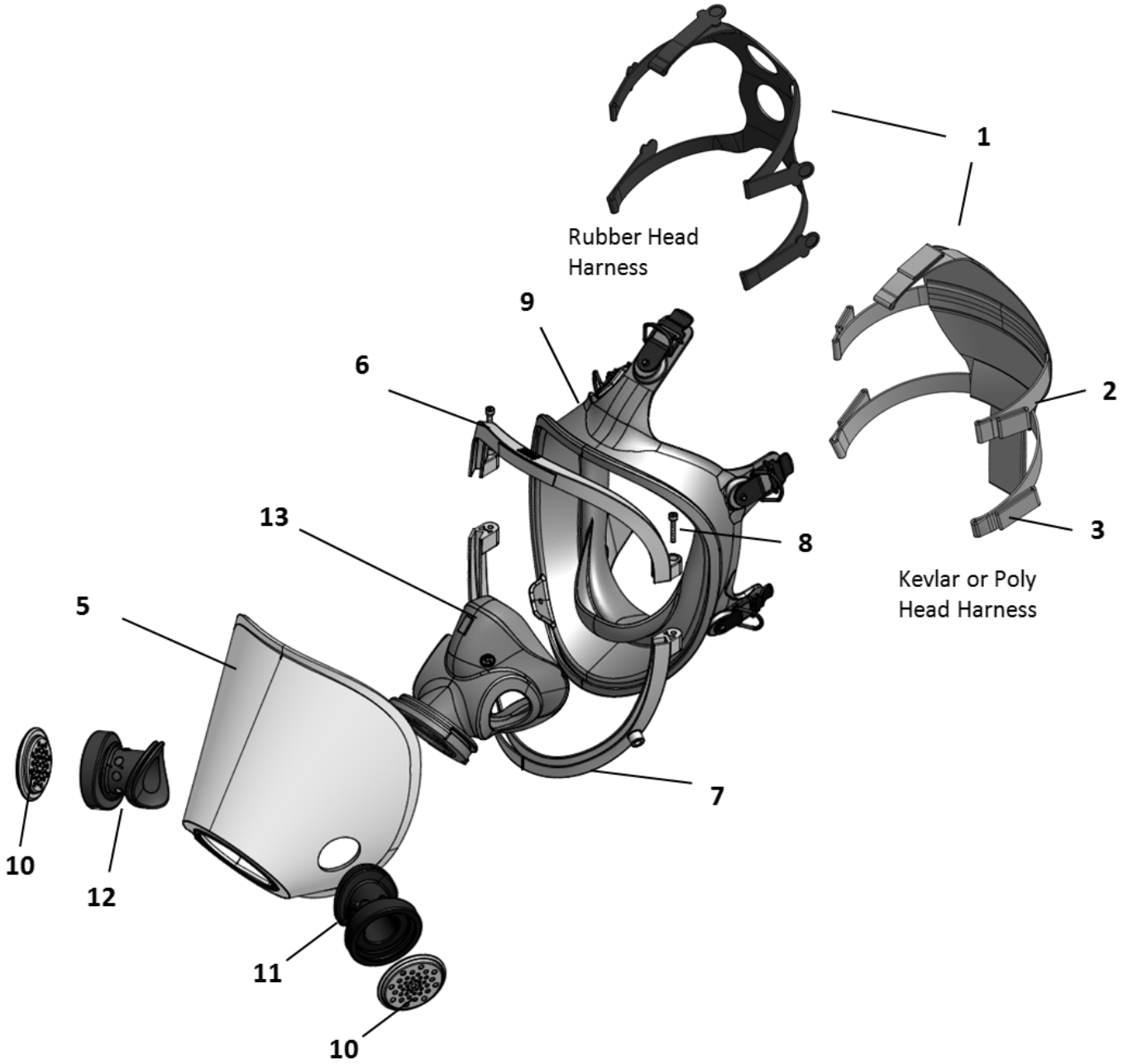
Item Number	Description	Pieces Per Pkg	Part Number	Price
1	***Complete Head Harness Assemblies***			
1a	Kevlar Head Harness (AV-3000 SureSeal)[+]	1	200803-01	$185.00
1d	Polyester Head Harness (AV-3000 SureSeal)[+]	1	200965-01	$84.30
1g	Rubber Head Harness (AV-3000 Sureseal)	1	10008522	$82.50
2	***Temple Straps (AV-3000 and AV-3000 SureSeal)***			
2a	Kevlar Temple Strap[++]	1	804178-03	$25.70
2b	Polyester Temple Strap[++]	1	804061-01	$20.60
3	***Neck Straps (AV-3000 and AV-3000 SureSeal)***			
3a	Kevlar Neck Strap	1	804176-03	$25.60
3b	Polyester Neck Strap	1	803920-02	$20.10
5	***Facepiece Lens (Fenestra, Drilled) (AV-3000 and AV-3000 SureSeal)***	1	805345-01	$144.00
6	***Upper Bezel***	1	10011024	$10.10
7	***Lower Bezel***	1	10011025	$16.00
8	***Bezel Screw***	1	33335-022	$3.10
9	***Facepiece Seals***			
9a	AV-3000 SureSeal, FaceSeal, Small	1	200802-01	$206.00
9b	AV-3000 SureSeal, FaceSeal, Medium	1	200802-02	$206.00
9c	AV-3000 SureSeal, FaceSeal, Large	1	200802-03	$206.00
10	***Voicemitter***	1	803759-01	$20.10
11	***Left Voicemitter Duct***	1	10011027	$11.80
12	***Right Voicemitter Duct***	1	10011026	$8.00
13	***Nosecups (AV-3000 and AV-3000 SureSeal)***			
13a	Nosecup Grey Small	1	31001043	$45.50
13b	Nosecup Grey Medium	1	31001044	$45.50
13c	Nosecup Grey Large	1	31001045	$45.50
not shown	Fleece Facepiece Bag	1	805534-01	$29.80
not shown	EPIC Communications Clamp, Right Side Only		200715-01	$46.00
not shown	Neck Strap Assy	1	804088-02	$44.88

[+] Includes the temple strap sewn into the headnet.
[++] Replacement of the temple strap on AV-3000 SureSeal facepieces produced after August 2015 will require replacement of headnet assembly (Kevlar P/N 200803-01 or Polyester PN 200965-01)

AV-3000 Series Facepiece Lens Kits Accessories

Part Number	Description	Price
805753-01	Standard Eyeglass Kit	$60.90
200372-52F	52mm Wire Frame Eyeglass Kit	$139.80
200372-60F	60mm Wire Frame Eyeglass Kit	$139.80

AV-3000 SureSeal Facepiece



Weld-O-Vista

Facepiece Assemblies



TOP-TO-DOWN CONVERTIBILITY™

The 3M™ Scott™ Weld-O-Vista facepiece is fully interchangeable with the full line of 3M Scott SCBA, air-supplied respirators and air purifying respirators, as well as 3M Scott communications products providing “Top- Down Convertibility” options. It is designed to minimize equipment inventories, simplify the complexities of user training when issued as a single personal issue facepiece and reduce redundant facepiece fit tests.

Weld-O-Vista Facepiece with Kevlar Head Harness

Part Number	Description	Pieces Per Pkg	Price
805438-01	Small Faceseal	1	$524.00
805438-02	Large Faceseal	1	$524.00
805438-03	X-Large Faceseal	1	$524.00
805438-08	Comfort Seal Faceseal	1	$524.00

Weld-O-Vista Facepiece Lens Kits Accessories

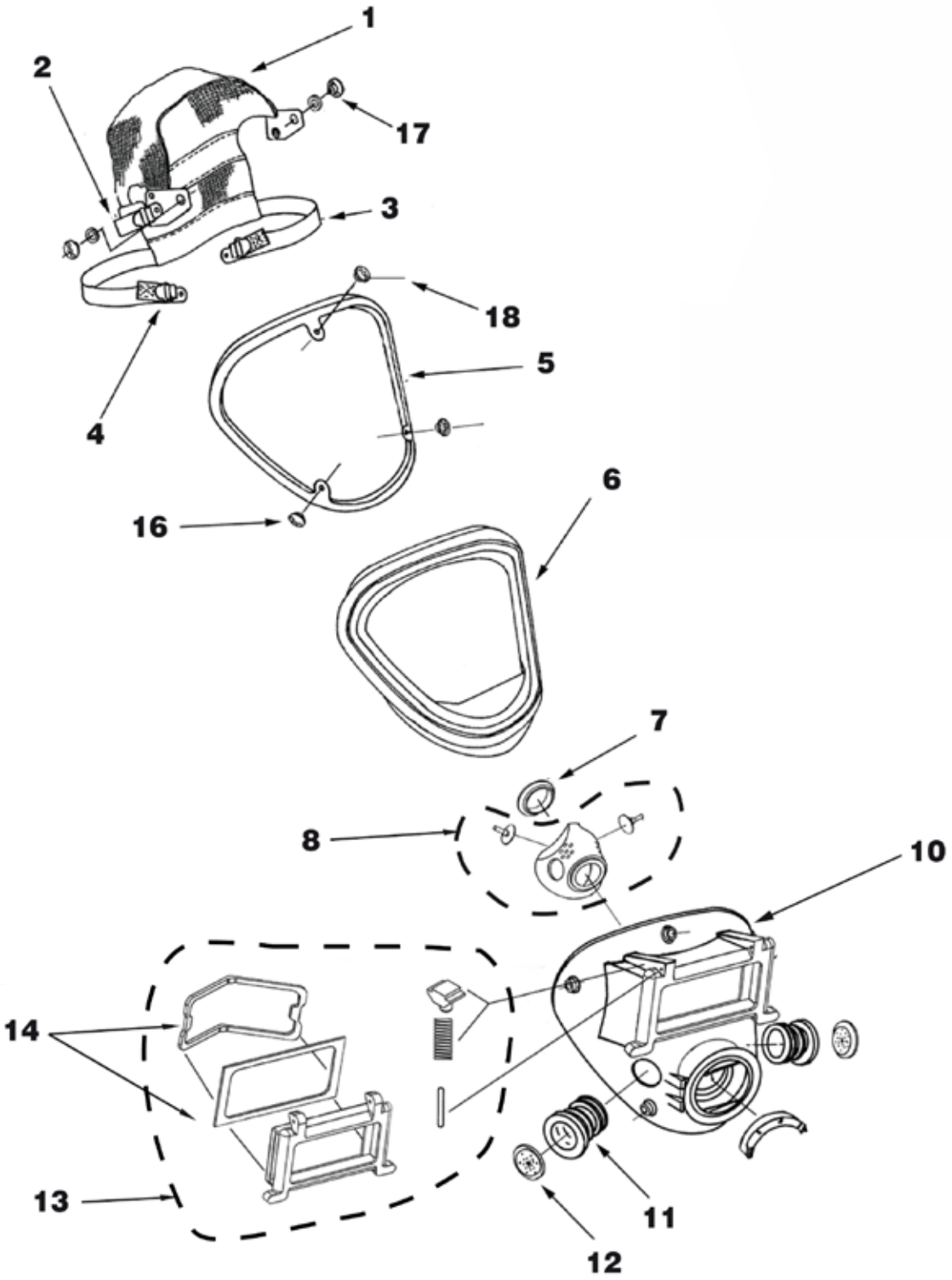
Part Number	Description	Price
804442-01	Standard Eyeglass Kit	$67.40
200371-52F	52mm Wire Frame Eyeglass Kit	$140.80
200371-60F	60mm Wire Frame Eyeglass Kit	$140.80

Air Purifying Respirators

Weld-O-Vista Facepiece Parts & Accessories

Item Number	Description	Pieces Per Pkg	Part Number	Price
1	***Head Harnesses***			
1a	Kevlar Head Harness Assembly	1	804177-01	$196.00
2	***Temple Straps***			
2a	Kevlar Temple Strap	1	804178-01	$25.90
3	***Neck Straps***			
3a	Kevlar Neck Strap	1	804176-01	$26.50
4	***Lower Buckle Strap***	1	803732-01	$8.40
5	***Lens Frame***	1	10008068	$15.90
6	***Facepiece Seals***			
6a	Faceseal, Small (Green)	1	10005913	$54.90
6b	Faceseal, Large (Black)	1	10005135	$53.80
6c	Faceseal, X-Large (Red)	1	10006212	$53.80
6d	Faceseal, Comfort Seal (Black)	1	10009779	$53.80
7	***Nosecup Retaining Ring***	1	10008398	$4.40
8	***Nosecup Assembly (Nosecup with Inhalation Valves)***	1	804014-01	$123.00
10	***Lens Assemblies***			
10a	Weld-O-Vista Assembly (Lens with VM, Lens Holder, Nosecup)	1	805574-01	$335.00
10b	Weld-O-Vista Lens Assembly Kit (Lens and Lens Holder)	1	805537-01	$253.00
11	***Voicemitter Duct***	1	10008400	$9.70
12	***Voicemitter***	1	804010-01	$16.10
13	***Lens Holder Assembly***	1	805182-02	$76.25
14	***Lens Separator & Lens Retainer Kit***	1	805536-01	$15.50
Not Shown	Fleece Facepiece Bag	1	805534-01	$29.80

Weld-O-Vista Facepiece



Air Purifying Respirators

FRR

First Responder Respirator



FRR Respirator

Part Number	Description	Price
201339-01	Size 1 (L)	$403.00
201339-02	Size 2 (L/M)	$403.00
201339-03	Size 3 (M)	$403.00
201339-04	Size 4 (S)	$403.00

Canister

Part Number	Description	Price
045135	CBRN CAP 1 Canister	$64.00
8004109	TAC 1 Cartridge	$45.00
805557-01	MPC Plus Cartridge	$28.00
052683	40mm P100 (HEPA) Cartridge	$13.50

Accessories

Part Number	Description	Price
201353-01	Spectacle Kit Assembly	$59.00
201355-01	Lens Kit, Tint	$59.00
201355-02	Lens Kit, Clear	$57.70
201355-05	Lens Kit, Blueblocker	$59.00

FRR Respirator is NIOSH CBRN APR approved when used with CBRN Cap-1 Canister (045135)

M110

Facepiece



M110 Facepiece

Part Number	Description	Price
013262	Medium/Large	$311.00
013282	Medium/Large with Drinking Device	$346.00
013242	Small	$311.00
013222	Small with Drinking Device	$346.00

Canister

Part Number	Description	Price
045135	CBRN CAP 1 Canister	$64.00
805557-01	MPC Plus Cartridge	$28.00
052683	40mm P100 (HEPA) Cartridge	$13.50
045123	Enforcement Cartridge	$42.50

Accessories

Part Number	Description	Price
200374-54F	54mm Wire Split-Frame Eyeglass Kit	$140.80
012593	Drinking Bottle	$33.50
10011882	Tactical Facepiece Bag with Belt Mounting	$115.30
10012151	Shoulder Strap for Tactical Facepiece Bag	$25.00
10012152	Leg Strap for Tactical Facepiece Bag	$17.80
805534-01	Fleece Facepiece Bag	$29.80

Replacement Parts

Part Number	Description	Pieces Per Pkg	Price
012577	Exhalation valve set assembly	1	$8.30
013372	Inhalation valve seats, set of two (2)	2	$11.10
012574	Nose cup for regular M110	1	$45.40
012575	Nose cup for small M110	1	$46.30
012598	Head harness	1	$34.40
012594	Mouthpiece, drinking device (if equipped)	1	$7.90

CBRN approved when used with Cap 1 Canister

Air Purifying Respirators

M120

Facepiece



M120 Facepiece

Part Number	Description	Price
013013	Medium/Large	$299.00
013014	Small	$299.00

Canister

Part Number	Description	Price
045135	CBRN CAP 1 Canister	$64.00
805557-01	MPC Plus Cartridge	$28.00
052683	40mm P100 (HEPA) Cartridge	$13.50
045123	Enforcement Cartridge	$42.50

Accessories

Part Number	Description	Price
012798	Standard Eyeglass Kit	$26.70
10011882	Tactical Facepiece Bag with Belt Mounting	$115.30
10012151	Shoulder Strap for Tactical Facepiece Bag	$25.00
10012152	Leg Strap for Tactical Facepiece Bag	$17.80
805534-01	Fleece Facepiece Bag	$29.80

Replacement Parts

Part Number	Description	Price
012577	Exhalation Valve Set Assembly	$8.30
013372	Inhalation Valve Seats (EPDM), Set of two (2)	$11.10
013377	40mm Plug	$3.50

The M120 Facepiece is NIOSH CBRN APR approved with the CBRN Cap-1 canister, and with the C420 Plus CBRN PAPR as configured on page 67

Facepiece Adapters

For Cartridges & Canisters



Facepiece Adapters

Part Number	Description	Pieces Per Pkg	Price
XP-1008-4113-7	AV-632 Bayonet Adapter	5	$284.00
805622-01	742 Series Twin Cartridge 1/4 Turn Adapter **	1	$56.75
805059-01	40mm Canister Adapter	1	$56.75
+200423-01	40mm First Responder Adapter	1	$84.50
*200423-02	40mm First Responder Adapter	1	$73.25
10011688	Exhalation Cover for 805622-01	1	$10.60

+Approved for use with the AV-3000 SureSeal facepiece and AV-3000 HT facepiece
*Approved for use with the AV-3000 HT facepiece
** NOTE: The 742 series twin cartridge 1/4 turn adapter (805622-01) will be discontinued in July 2021. The AV-632 bayonet adapter will be the replacement product.

Quantitative Fit Testing Adapters for use with TSI PortaCount or OHD Quantifit

Facepiece to be Fit Tested	Quantitative Fit Test Probe Adapter Required	Filter Required	Facepiece Adapter Required
742 Cartridge Series	7422-FT1	7422-FP1	805622-01
AV-3000 Series, Weld-O-Vista	●	●	●
40mm Cartridge Series	805628-01	052683	805059-01
AV-3000 Series, Weld-O-Vista	●	●	●
M110, M120	●	●	
3M Bayonet Cartridges, 6000 Series	*601	*2091	XP-1008-4113-7
AV-3000 SureSeal, AV-3000 HT	●	●	●

*Must be ordered through 3M bCom

Air Purifying Respirators

742 Series

Filters & Cartridges



*742 Series Twin Filter and Chemical Cartridges

Part Number	Description	Pieces Per Pkg	Price
7422-BA1	Organic Vapor	1 Pair	$16.50
7422-BB1	Organic Vapor/P100	1 Pair	$31.50
7422-CD1	Tear Gas /P100	1 Pair	$38.25
7422-FP1	P100 Filter	1 Pair	$14.25
7422-FP4	P100 Filter (Carton of 80 Pair)	80 pair	$1,093.00
7422-FN5	Particulate N95 stand alone filter (case of 50 pair)	50 pair	$200.00
7422-GA1	Ammonia/Methylamine	1 Pair	$17.50
7422-GB1	Ammonia/Methylamine/P100	1 Pair	$32.75
7422-PD1	TEDA-P100	1 Pair	$49.50
7422-SC1	Multi-Purpose	1 Pair	$18.50
7422-SD1	Multi-Purpose / P100	1 Pair	$32.75
7422-WA1	Acid Gas	1 Pair	$16.50
7422-WB1	Acid Gas/P100	1 Pair	$32.75
7422-YC1	Organic Vapor/ Acid Gas	1 Pair	$17.50
7422-YD1	Organic Vapor / Acid Gas / P100	1 Pair	$32.75
7422-MA1	Mercury Vapor/Chlorine Gas	1 Pair	$32.75
7422-MB1	Mercury Vapor/Chlorine Gas/P100	1 Pair	$45.75

Particulate Filter Accessories

Part Number	Description		Price
7422-FE4	N95 Filter Cover + Retainer, Reusable (5 pair of 7422-FE1). Holds the N95 filter for stand alone use.	5 pair	$115.00
7422-FC4	N95 Filter Covers, Reusable (5 pair of 7422-FC1). Cover attaches N95 to chemical cartridge.	5 pair	$79.50

Fit Check Seal Kit

Part Number	Description		Price
7422-FG4	Box of 5 pair of 7422-FG1 (Reusable filter cover + gasket)	5 pair	$139.00
	Facilitates negative pressure leak check with chemical cartridges		

*NOTE: The 742 series twin cartridge adapter, filters and cartridges will be discontinued in July 2021.
The replacement product will be the 3M particulate filters and cartridges with the AV-632 bayonet adapter.

3M Particulate Filters and Cartridges

3M Bayonet Cartridges & Filters



***3M Gas/Vapor Cartridges (6000 series)**

Part Number	Description	Pieces Per Pkg	Price
6001	Organic Vapor	60	$400.81
6002	Acid Gas	60	$447.09
6003	Organic Vapor/Acid Gas	60	$436.27
6004	Ammonia/Methylamine	60	$488.33
6006	Multi-purpose/Vapor	60	$438.10

***3M Combination Cartridges/ P100 Particulate Filters (6000 series)**

Part Number	Description	Pieces Per Pkg	Price
60921	Organic Vapor/P100	60	$791.55
60922	Acid Gas/P100	60	$834.56
60923	Organic Vapor/Acid Gas/P100	60	$802.11
60924	Ammonia/Methylamine/P100	60	$917.72
60926	Multi-Gas/Vapor/P100	60	$874.59
60928	Organic Vapor/Acid Gas/P100	60	$1,240.42

***3M Particulate Filters**

Part Number	Description	Pieces Per Pkg	Price
2091	P100 Filter	100	$405.42
5N11	Particulate N95 prefilter	100	$171.34

***Retainers**

Part Number	Description	Pieces Per Pkg	Price
603	Filter Retainer/Filter Adapter	16	$47.60
501	Filter Retainer	100	$232.78

***Accessories**

Part Number	Description	Pieces Per Pkg	Price
601	Quantitative Fit Test Adapter	1	$188.36

*Must be ordered through 3M bCom

Air Purifying Respirators

40mm Series

Cartridges & Canisters



40mm Series Canisters

Part Number	Description	Pieces Per Pkg	Price
805557-01	MPC Plus Cartridge	1	$28.00
052683	40mm P100 (HEPA) Cartridge	1	$13.50
045123	Enforcement Cartridge	1	$42.50
045135	CBRN Cap-1 Canister	1	$64.00
8004109	TAC 1 Cartridge	1	$45.00
045170	MPC40PF Cartridge	1	$30.25

C420 Plus

Powered Air Purifying Respirator



C420 Plus

	Blower	LiSO2 Battery	Decon Belt	30" CBRN Breathing Tube (use with M120)	36" CBRN Breathing Tube (use with M120)	30" CBRN AV-PAPR Hose (Use with AV-Facepieces*)	36" CBRN AV-PAPR Hose (Use with AV-Facepieces*)	Price
Part No:	200699-01	805358-01	805359-01	200700-30	200700-36	200829-30	200829-36	
C420 Plus PAPR Blowers:								
200699-01	●							$1,211.00
200698-00	●		●					$1,285.00
C420 CBRN PAPR Kits:**								
For use with M120 Facepiece (sold separately)								
200698-30	●		●	●				$1,369.00
200698-36	●		●		●			$1,369.00
200710-30	●	●	●	●				$1,486.00
200710-36	●	●	●		●			$1,486.00
For use with AV-3000 SureSeal, or AV-3000 HT Facepieces (sold separately)								
200830-30	●		●			●		$1,285.00
200830-36	●		●				●	$1,285.00
200833-30	●	●	●			●		$1,507.00
200833-36	●	●	●				●	$1,507.00

*AV-PAPR hose connects directly to AV-series facepieces.
**The C420 Plus PAPR is also approved for NIOSH non-CBRN applications; Additional configurations are available

CBRN Canister:

Part Number	Description	Price
045135	CBRN Cap-1 Canister	$64.00

Other NIOSH approved canisters:

Part Number	Description	Price
045170	MPC40PF	$30.25
045123	Enforcement Cartridge	$42.50
052683	40mm P100 (HEPA) Cartridge	$13.50

Air Purifying Respirators

C420 Plus Powered Air Purifying Respirators (PAPR) Parts & Accessories

Part Number	Description	Pieces Per Pkg	Price
	Facepiece	See pages 44-59	
See Pg 63	M120	1	
See Pg 48	AV-3000 HT with Kevlar Head Harness	1	
See Pg 52	AV-3000 SureSeal with Kevlar Head Harness	1	
	Breathing Tubes		
200700-30	30" Breathing Tube for M120	1	$151.00
200700-36	36" Breathing Tube for M120	1	$151.00
200829-30	30" AV-PAPR Breathing Tube for approved AV-Facepieces	1	$201.00
200829-36	36" AV-PAPR Breathing Tube for approved AV-Facepieces	1	$206.00
	C420 Plus PAPR Blower Unit		
200698-00	C420 Plus PAPR Blower Kit (Blower, decon belt, airflow indicator)	1	$1,285.00
200699-01	C420 Plus PAPR Blower only	1	$1,211.00
805359-01	Decontamination Belt	1	$99.00
805374-01	Airflow Indicator	1	$44.00
	Batteries, C420 Plus		
805358-01	LiSO2 Battery	1	$163.00
31002361	(Black) End cap for LiSO2 Battery		$53.00
200701-01	NiMH Rechargeable Battery Conversion Kit, (Single Bank Charger, NiMH Battery, End Cap)	1	$563.00
31001504	NiMH Rechargeable Battery Pack	1	$235.00
31001506	(Green) End Cap for NiMH Rechargeable Battery	1	$53.00
200703-01	Single Unit Battery Recharger	1	$286.00
	Carry Case		
31000578	Duffle bag carry case	1	$57.00
See Previous Page	***Cartridges and Canisters***		

Bitrex

Qualitative Fit Test Kit



Bitrex Qualitative Fit Test Kit

Part Number	Description	Pieces Per Pkg	Price
2017070	Bitrex Qualitative Fit Test Kit	1	$289.00

Bitrex Qualitative Fit Test Kit - Spare Parts

Part Number	Description	Pieces Per Pkg	Price
2017093	Fit Test Solution Applicator Kit (6 ampoules/box)	6	$28.00
2017092	Sensitivity Solution Applicator Kit (6 ampoules/box)	6	$28.00
2017094	Nebulizer	1	$100.75
2017095	Test Hood	1	$41.00

Fit Test Parts For Use With 742 Series Twin Cartridges

Part Number	Description	Pieces Per Pkg	Price
805622-01	742 Series Twin Cartridge 1/4 Turn Adapter	1	$56.75
7422-FP1	P100 Filter, 742 Series	1	$14.25
7422-BA1	Organic Vapor Cartridges, 742 Series	1	$16.50

Fit Test Parts and Accessories For Use With 40mm Series Canisters

Part Number	Description	Pieces Per Pkg	Price
805059-01	40mm Canister Adapter	1	$56.75
052683	40mm P100 (HEPA) Cartridge	1	$13.50



P.O. Box 569
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FELD FIRE
WE'VE GOT YOU COVERED

Quote

Date: July 24, 2023
Quote #: Chief Duane Compto
Customer ID: 1342890

To:	Ship to:
Chief Duane Compton Republic Fire Dept. 701 US Hwy. 60 East Republic, MO 65738 417-732-3800	Chief Duane Compton Republic Fire Dept. 701 US Hwy. 60 East Republic, MO 65738

Salesperson	Job	Shipping Method	Shipping Terms	Delivery Date	Payment Term	Due Date
G. Pottberg		Best Way	Carroll, IA		Net 30	

Qty	Item #	Description	Unit Price	Discount	Line Total
2.00		SCOTT - X3 Pro Air Paks - 4500 PSI, CGA	$ 10,983.21		$ 21,966.42
		QD Regulator Hose, Pak-Tracker, EBSS			
2.00	804722-01	4.5, 45 Min. Carbon Cylinder &	Included		
2.00	201215-05	AV3000-HT Mask W/Amp Bracket	Included		
		Part #8814025305304			
2.00	804722-01	SCOTT - 4.5/45 Min. Carbon Cyl.	$ 1,570.71		$ 3,141.42
		W/Valve			
		Shipping Included			
		HGAC CONTRACT #EE08-19			
				Subtotal	$ 25,107.84
				Sales Tax	
				Total	**$ 25,107.84**

Make all checks payable to Ed M. Feld Equipment Co., Inc.
Thank you for your business!

113 N. Griffith Rd., Carroll, IA 51401 800.568.2403 712.792.6658 sales@feldfire.com

Genesis Rescue Systems
2780 Culver Ave
Kettering, OH 45429

7/25/23

To whom it may concern.

Fire Master Fire Equipment, Inc. located in Springfield, Missouri is hereby authorized to sell from the HGAC Buy Contract # EE08-19, Emergency Medical and Rescue Equipment. They are the authorized dealer for all listed equipment on that contract for South Central, Missouri.

Randy Williams
South Central Reginal Sales Manager
Genesis Rescue Systems

GENESIS RESCUE SYSTEMS

FIRE MASTER FIRE EQUIPMENT,
2049 E DIVISION ST
SPRINGFIELD MO 65803
www.firemaster.com

(417) 865-8713
(800) 641-4724
Fax: (417) 865-2174

Quote

Name / Address

CITY OF REPUBLIC
ATTN: ACCOUNTS PAYABLE
213 N MAIN
REPUBLIC, MO 65738

Please find enclosed pricing information you requested. Date 7/7/2023

Qty	Description	Price Each	Total
1	GENESIS #ART.106.261.1 E-FORCE 17C-SL3 COMBI TOOL, 28V	13,347.00	13,347.00
1	GENESIS #ART.105.375.5 M28 MILWAUKEE 28V 5 Ah BATTERY	495.00	495.00
1	GENESIS #ART.ART.MB.GEN.V MOUNTING BRACKET, 17C COMBI TOOL	324.00	324.00
	HGAC CONTRACT: EE08-19 EMERGENCY MEDICAL AND RESCUE EQUIPMENT		

Thank you for letting Fire Master Fire Equipment, Inc. assist you in this matter, if you have any further questions feel free to give us a call.

Sincerely,

Randy Lawson
Equipment Sales Manager
Fire Master Fire Equipment, Inc.

Total $14,166.00

H-GAC 'FORM D1' - PRODUCT ITEM BASE OFFERING PRICES		
	Offeror Name:	EQUIPMENT MANAGEMENT COMPANY
	Invitation No.:	EE08-19 - Emergency Medical & Rescue Equipment

INSTRUCTIONS: Fill in unshaded areas. Shaded columns for H-GAC use only.

Offeror shall price the current version (at the time of this invitation's open bid period) of the chosen catalog(s) listed below, and shall include, per Section-B: (a) printed and electronic copy of each catalog; (b) a separate list price sheet/book if not part of the manufacture catalog (printed and electronic copy); (c) percentage discount off list prices, on Form-D; (d) additional pricing on Form-E.

Product Code	Mfg.	Model & Description	Discount - Off-List Percentage	Bid Price Rank	Bid Price Score (Bid Price Rank x .90)	Bid Price Rank	Past Sales Performance Score (Bid Price Rank x 0/.10)	Awardee (Highest Score) (Columns K + M)
B. Spreaders								
EE19BAA	Genesis Rescue Systems	Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023	3.5%					
C. Cutters								
EE19CAA	Genesis Rescue Systems	Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023	3.5%					
D. Combination Spreader/Cutter Tools								
EE19DAA	Genesis Rescue Systems	Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023	3.5%					
E. Rams								
EE19EAA	Genesis Rescue Systems	Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023	3.5%					
F. Stabilization/Shoring Struts								
EE19FAA	Genesis Rescue Systems	Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023	3.5%					
G. Air Lift Rescue Bags								
EE19GAA	Genesis Rescue Systems	Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023	3.5%					

SLi Tools

Part Number	Tool Type and Descrip◆on	2022	2023	PERCENTAGE
SPREADERS				
1101468GRS	S44-SLi 24” SPREADER 18V		$18,220.00	NEW
1101469GRS	S49-SLi 28" SPREADER 18V		$19,400.00	NEW
1100143GRS	S54-SLi 32" SPREADER 18V		$20,240.00	NEW
SPREADER TIPS				
1100623	Door Opening Tips for S49 & S54 (each)		$995.00	NEW
CUTTERS				
1101547GRS	SC198-SLi Smooth Cut Blades 18V		$16,690.00	NEW
1101548GRS	SC198-SLi NXT GEN Smooth Cut Blades 18V		$16,830.00	NEW
1101549GRS	SC240-SLi Smooth Cut Blades 18V		$16,530.00	NEW
1101550GRS	SC240-SLi NXT GEN Smooth Cut Blades 18V		$17,740.00	NEW
1101551GRS	SC385-SLi Smooth Cut Blades 18V		$18,920.00	NEW
1101553GRS	F7-SLi Smooth Cut Blades 18V		$20,480.00	NEW
COMBI TOOLS				
1101470GRS	11C-SLi Combi Tool 18V		$16,340.00	NEW
1101159GRS	11C-SLi RIT Combi Tool 18V		$15,990.00	NEW
1101471GRS	14C-SLi Combi Tool 18V		$16,420.00	NEW
1101472GRS	15C-SLi Combi Tool 18V		$17,850.00	NEW
1100144GRS	17C-SLi BRUTE Combi Tool 18V		$18,820.00	NEW
1101554GRS	19C-SLi Combi Tool 18 V		$20,180.00	NEW
COMBI TOOL TIPS				
ART.109.685.9	RIT Tip (each)	$555.00	$595.00	7.2%
1050616	Brute Tip (each)	$575.00	$625.00	8.7%
ART.105.189.6	Spot Weld Tips (each)	$715.00	$725.00	1.4%
RAMS				
1103096GRS	21-36 SLi Ram 18V		$12,980.00	NEW
1100145GRS	22-54 SLi Telescopic Ram 18V		$13,910.00	NEW

Batteries and Chargers for Sli 18 Volt

Part Number	Tool Type and Descrip◆on			
BATTERIES				
ART.205.181.8	18V 8Ah Milwaukee Battery		$500.00	NEW
CHARGERS				
ART.205.409.7	M18 Rapid Charger 18 Volt		$255.00	NEW
ART.205.410.9	Genesis 3 Bay Charger w/M18 Rapid Chargers 18 Volt		$750.00	NEW
ART.205.410.94	Genesis 4 Bay Charger w/M18 Rapid Chargers 18 Volt		$950.00	NEW
ART.205.410.95	Genesis 5 Bay Charger w/M18 Rapid Chargers 18 Volt		$1,150.00	NEW
ART.205.410.96	Genesis 6 Bay Charger w/M18 Rapid Chargers 18 Volt		$1,350.00	NEW

Batteries and Chargers for eForce 28 Volts

Part Number	Tool Type and Descrip◆on			
BATTERIES				
ART.105.375.5	M28 Milwaukee 28V 5Ah Battery	$500.00	$550.00	10.0%
ART.106.738.5	28 V DC Batery (PSE) (Asian)	$540.00	$595.00	10.2%
ART.107.289.3	Genesis 28 V 5Ah Battery	$900.00	$990.00	10.0%
ART.110.100.0Y	e-Pack E28 V 15Ah LiPO Kit Yellow (Charger,Pack & Cable)	$1,560.00	$1,715.00	9.9%
ART.110.115.0Y	e-Pack E28 V 15Ah LiPO Kit Yellow (Charger,Pack & Cable) w/eTorch	$1,785.00	$1,960.00	9.8%
ART.110.100.0B	e-Pack E28 V 15Ah LiPO Kit Black (Charger,Pack & Cable)	$1,560.00	$1,715.00	9.9%
ART.110.115.0B	e-Pack E28 V 15Ah LiPO Kit Black (Charger,Pack & Cable) w/eTorch	$1,785.00	$1,960.00	9.8%

ART.110.210.0	ePack Charger Only	$120.00	$132.00	10.0%
CHARGERS				
ART.105.410.9	Genesis 3 Bay Charger 120V	$520.00	$572.00	10.0%
ART.105.410.94	Genesis 4 Bay Charger 120V	$695.00	$765.00	10.1%
ART.105.410.95	Genesis 5 Bay Charger 120V	$865.00	$950.00	9.8%
ART.105.410.96	Genesis 6 Bay Charger 120V	$1,040.00	$1,145.00	10.1%
ART.105.411.9	Genesis 3 Bay Charger 220V	$865.00	$950.00	9.8%
ART.105.411.94	Genesis 4 Bay Charger 220V	$1,160.00	$1,275.00	9.9%
ART.105.411.95	Genesis 5 Bay Charger 220V	$1,440.00	$1,585.00	10.1%
ART.105.411.96	Genesis 6 Bay Charger 220V	$1,730.00	$1,900.00	9.8%
ART.105.409.5	Single Bay Charger 220V AC/28V (Euro)	$400.00	$440.00	10.0%
ART.105.409.7	Milwaukee Single Bay Charger 120VAC/28V DC	$220.00	$242.00	10.0%
ART.106.042.3	Single Bay Charger 12VDC/28VDC (Vehicle Outlet)	$780.00	$858.00	10.0%
ART.106.738.6	Single Bay Charger 120VAC/28VDC (PSE) (Asian)	$260.00	$286.00	10.0%
ART.106.042.6	110 V AC TETHERING ADAPTER W/PLUG	$1,385.00	$1,525.00	10.1%
ART.106.042.2	220 V AC TETHERING ADAPTER	$1,495.00	$1,645.00	10.0%

Eforce 3 Tools

Part Number	Tool Type and Descrip◆on			
SPREADERS				
ART.109.370.3	S44-SL3 eForce (24”) 28V	$13,825.00	$14,850.00	7.4%
ART.109.173.6	S49-SL3 eForce (28”) 28V	$13,945.00	$15,390.00	10.4%
ART.109.173.5	S54-SL3 eForce (32”) 28V	$14,270.00	$16,180.00	13.4%
SPREADER TIPS				
1100623	Door Opening Tips for S49 & S54 (each)		$995.00	NEW
CUTTERS				
ART.110.214.8	SC198-SL3 Smooth Cut Blades 28V		$13,040.00	NEW
ART.110.214.9	SC198-SL3 NXT GEN Smooth Cut Blades 28V		$13,250.00	NEW
ART.110.215.0	SC240-SL3 Smooth Cut Blades 28V		$13,300.00	NEW
ART.110.215.1	SC240-SL3 NXT GEN Smooth Cut Blades 28V		$14,050.00	NEW
ART.110.215.2	SC385-SL3 Smooth Cut Blades 28V		$15,600.00	NEW
ART.110.215.3	F7-SL3 Smooth Cut Blades 28V		$17,010.00	NEW
COMBI TOOLS				
ART.109.351.5	11C-SL3 Combi Tool 28V	$12,485.00	$13,750.00	10.1%
ART.109.337.7	11C-SL3 RIT Combi Tool 28V	$13,220.00	$14,600.00	10.4%
ART.109.664.7	14C-SL3 Combi Tool 28V	$13,220.00	$14,620.00	10.6%
ART.109.664.9	15C-SL3 Combi Tool 28V	$13,350.00	$14,730.00	10.3%
ART.109.261.1	17C-SL3 BRUTE Combi Tool 28V	$13,825.00	$14,830.00	7.3%
ART.109.915.3	19C-SL3 Combi Tool 28 V		$17,440.00	NEW
	With the Purchase of a Combi Tool Please Select one of the Combi Tool Tip Sets			
COMBI TOOL TIPS				
ART.109.685.9	RIT Tip (each)	$555.00	$595.00	7.2%
1050616	Brute Tip (each)	$575.00	$625.00	8.7%
ART.105.189.6	Spot Weld Tips (each)	$715.00	$725.00	1.4%
RAMS				
ART.031.901.2	31” SL2 Push Pull Ram eForce 28V	$10,890.00	$11,410.00	4.8%
ART.107.527.2	21-36 SL2 RAM eForce 28V	$10,545.00	$11,385.00	8.0%
ART.041.901.2	41” SL2 Push Pull Ram eForce 28V	$11,116.00	$11,520.00	3.6%
ART.107.834.2	22-54 SL2 Telescopic Ram eForce 28V	$12,240.00	$12,175.00	-0.5%
SPECIALTY				
ART.593.616.0	Mass Transit Cutter (MTC) eForce	$13,750.00	$11,500.00	-16.4%
ART.106.319.0	Concrete Crusher eForce		$13,995.00	NEW
ART.106.360.4	Power Wedge eForce		$10,750.00	NEW

Eforce Accessories

Part Number	Tool Type and Descrip◆on			
ART.105.848.2	7" eForce Ram Extension	$480.00	$575.00	19.8%
ART.383.857.9	10" eForce Ram Extension	$510.00	$615.00	20.6%
ART.106.244.2	12" eForce Ram Extension	$555.00	$665.00	19.8%
ART.011.130.2	ANGLED V-HEAD FOR EFORCE, THREADED	$510.00	$560.00	9.8%
ART.011.130.4	ANGLED V-HEAD FOR EFORCE, SLIP FIT	$510.00	$560.00	9.8%
ART.EXTBP	GENESIS EXTRICATION BACKPACK	$1,105.00	$1,215.00	10.0%
ART.109.416.8	MECHANICAL RAM FOR 11C RIT / 15C / 17C	$2,185.00	$3,420.00	56.5%
ART.011.901.6	EFORCE RAM KIT W/12" EXTENSION & V-HEADS BOX ONLY	$155.00	$185.00	19.4%
ART.011.520.5	EFORCE RAM KIT W/12" EXTENSION & V-HEADS	$1,710.00	$2,050.00	19.9%

28 Volt Accessories

Part Number	Tool Type and Descrip◆on			
ART.550.100.0	E-TORCH (BATTERY NOT INCLUDED)	$360.00	$396.00	10.0%
ART.550.101.1	E-TORCH STANDARD KIT (1 CASE 1 LIGHT BATTERY NOT INCLUDED)	$480.00	$528.00	10.0%
ART.550.102.2	E-TORCH DELUXE KIT (1 CASE 2 LIGHT BATTERY NOT INCLUDED)	$985.00	$1,085.00	10.2%
ART.550.105.5	E-TORCH PREMIUM KIT (1 CASE 2 LIGHT 3 BATTERY 1 CHARGER)	$2,530.00	$2,780.00	9.9%
ART.550.110.1	E-TORCH "STANDARD" CASE (Case Only)	$120.00	$132.00	10.0%
ART.550.110.2	E-TORCH "DELUXE" CASE (Case Only)	$285.00	$315.00	10.5%
ART.550.110.5	E-TORCH "PREMIUM" CASE (Case Only)	$400.00	$440.00	10.0%

EFORCE SERVICE TOOLS

Part Number	Tool Type and Descrip◆on			
ART.TOOL.001	*EFORCE SHROUD REMOVER*	*$875.00*	*$1,050.00*	20.0%
ART.TOOL.002	*EFORCE BODY REMOVER*	*$400.00*	*$480.00*	20.0%
ART.TOOL.003	*EFORCE LOCK RING REMOVER*	*$305.00*	*$365.00*	19.7%
ART.TOOL.004	*EFORCE PORT SCREW TIGHTENER*	*$165.00*	*$195.00*	18.2%
ART.TOOL.005	*EFORCE SPANNER WRENCH*	*$130.00*	*$155.00*	19.2%
ART.TOOL.006	*TORX BIT*	*$35.00*	*$42.00*	20.0%
ART.113.100.0	*EFORCE ELECTRIC & PRESSURE TESTING KIT*	*$2,455.00*	*$2,945.00*	20.0%
107.018.3	*EASY FORCE SERVICE UNIT*	*$9,970.00*	*$11,965.00*	20.0%

MISC ACCESSORIES

Part Number	Tool Type and Descrip◆on			
ART.108.347.0	OCTOPUS AIRBAG RESTRAINT	$820.00	$950.00	15.9%
ART.STAGINGTARP	STAGING TARP 10' X 6'	$520.00	$550.00	5.8%
ART.415.001.1	DIVEX COVER - SMALL		$695.00	NEW
ART.415.001.2	DIVEX COVER - LARGE		$695.00	NEW

Conventional Hosebound Tools

Part Number	Tool Type and Descrip◆on			
SPREADERS				
ART.109.058.1	*S54 SPREADER CONVENTIONAL*	*$10,350.00*	*$10,950.00*	5.8%
ART.108.980.0	*S49 SPREADER CONVENTIONAL*	*$9,680.00*	*$10,250.00*	5.9%
ART.109.336.7	*S44 SPREADER CONVENTIONAL*	*$9,125.00*	*$9,370.00*	2.7%
SPREADER TIPS				
1100623	Door Opening Tips for S49 & S54 (each)		$995.00	NEW
CUTTERS				
ART.281.538.9	*C-30 Mini Cutter*		*$3,795.00*	
ART.283.339.5	*C-50 Mini Cutter*		*$3,795.00*	
ART.109.945.9	SC198 Smooth Cut Blades		$9,250.00	
ART.110.156.8	SC198 NXT GEN Smooth Cut Blades		$10,270.00	
ART.109.931.9	SC240 Smooth Cut Blades		$10,480.00	
ART.110.156.9	SC240 NXT GEN Smooth Cut Blades		$10,570.00	

ART.109.847.3	SC385 Smooth Cut Blades		$10,740.00	
ART.110.156.7	F7 Smooth Cut Blades		$11,970.00	
COMBI TOOLS				
ART.109.326.3	11C Combi Tool		$6,500.00	
ART.109.664.6	14C Combi Tool		$9,030.00	
ART.109.664.8	15C Combi Tool		$9,180.00	
ART.109.665.0	17C BRUTE Combi Tool		$9,310.00	
ART.109.825.8	19C Combi Tool		$12,670.00	
ART.593.408.7	Hand Vario		$7,455.00	
COMBI TOOL TIPS	With the Purchase of a Combi Tool Please Select one of the Combi Tool Tip Sets			
ART.109.685.9	RIT Tip (each)	$555.00	$595.00	7.2%
1050616	Brute Tip (each)	$575.00	$625.00	8.7%
ART.105.189.6	Spot Weld Tips (each)	$715.00	$725.00	1.4%
RAMS				
ART.031.900.1	31" Push Pull Ram	$3,360.00	$3,900.00	16.1%
ART.041.900.1	41" Push Pull Ram	$3,500.00	$4,120.00	17.7%
ART.593.693.4	12-24 Ultra Mini Telescopic Ram	$5,155.00	$5,820.00	12.9%
ART.593.140.1	15-30 Mini Telescopic Ram	$5,390.00	$5,950.00	10.4%
ART.593.215.7	21-46 Telescopic Ram	$6,190.00	$6,720.00	8.6%
ART.105.004.1	*26-59 Telescopic Ram*	*$6,450.00*	*$6,930.00*	7.4%
ART.593.413.3	19-52 XL 3 Stage Telescopic Ram	$8,840.00	$10,210.00	15.5%
ART.593.202.5	26-59 XL Large Capacity Telescopic Ram	$7,910.00	$7,995.00	1.1%

Couplers

Part Number	Tool Type and Descrip&#xFFFD;on			
ART.STD.R	*GENESIS STANDARD COUPLERS, RED HOSE*	*$220.00*	*$275.00*	25.0%
ART.STD.B	*GENESIS STANDARD COUPLERS, BLUE HOSE*	*$220.00*	*$275.00*	25.0%
ART.STD.Y	*GENESIS STANDARD COUPLERS, YELLOW HOSE*	*$220.00*	*$275.00*	25.0%
ART.STD.BK	*GENESIS STANDARD COUPLERS, BLACK HOSE*	*$220.00*	*$275.00*	25.0%
ART.OSC.R	*GENESIS OSC COUPLERS, RED HOSE*	*$370.00*	*$460.00*	24.3%
ART.OSC.B	*GENESIS OSC COUPLERS, BLUE HOSE*	*$370.00*	*$460.00*	24.3%
ART.OSC.Y	*GENESIS OSC COUPLERS, YELLOW HOSE*	*$370.00*	*$460.00*	24.3%
ART.OSC.BK	*GENESIS OSC COUPLERS, BLACK HOSE*	*$370.00*	*$460.00*	24.3%
ART.FF.R	*GENESIS FLAT FACE COUPLERS, RED HOSE*	*$315.00*	*$390.00*	23.8%
ART.FF.B	*GENESIS FLAT FACE COUPLERS, BLUE HOSE*	*$315.00*	*$390.00*	23.8%
ART.FF.Y	*GENESIS FLAT FACE COUPLERS, YELLOW HOSE*	*$315.00*	*$390.00*	23.8%
ART.FF.BK	*GENESIS FLAT FACE COUPLERS, BLACK HOSE*	*$315.00*	*$390.00*	23.8%

Miscellaneous Pump Items

Part Number	Tool Type and Descrip&#xFFFD;on			
ART.900.800.1	MACH I/II ROLL CAGE	$400.00	$440.00	10.0%
ART.900.810.1	MACH III ROLL CAGE	$400.00	$440.00	10.0%
ART.900.700.1	MACH I/II CARRYING HANDLE	$240.00	$265.00	10.4%
ART.900.800.2	HOSE BRACKET FOR ROLL CAGE	$100.00	$110.00	10.0%
ART.900.600.1	ANTI-VIBRATION FEET	$25.00	$28.00	12.0%
ART.65212.GL	MINERAL BASED HYDRAULIC FLUID - GALLON	$65.00	$72.00	10.8%

Upgrades

Part Number	Tool Type and Descrip&#xFFFD;on			
ART.593.338.K1	OUTLAW UPGRADE KIT (MINI SIMO/OUTLAW UPGRADE)	$2,790.00	$3,075.00	10.2%
ART.593.338.K2	OUTLAW UPGRADE KIT ELECTRIC	$3,900.00	$4,290.00	10.0%
ART.283.185.3	HANDLE GUARD KIT	$165.00	$180.00	9.1%
ART.011.515.2	SLIP FIT RAM KIT	$2,010.00	$2,215.00	10.2%
ART.106.007.3	FREEDOM TO EFORCE UPGRADE KIT	$5,230.00	$6,550.00	25.2%
ART.011.100.0	RAM UPGRADE KIT 800 TO 900 SERIES	$760.00	$915.00	20.4%

ART.105.888.5	EAGLE FORCE TO S45 UPGRADE KIT	$4,030.00	$4,850.00	20.3%
ART.106.213.4	C165 TO C185 UPGRADE KIT W/NXTGEN BLADE	$3,845.00	$4,615.00	20.0%
ART.590.255.6	OSC HOSE UPGRADE KIT	$315.00	$400.00	27.0%
ART.590.250.5	OSC TOOL UPGRADE KIT	$295.00	$365.00	23.7%
ART.500.502.2	STANDARD TO DELUXE KODIAK UPGRADE KIT	$835.00	$920.00	10.2%

Power Units

Part Number	Tool Type and Descrip&#65533;on			
	Power Units With Standard Couplers			
ART.059.991.4H	*MACH III MINI SIMO 220V ELECTRIC **	*$8,255.00*	$9,050.00	9.6%
ART.059.991.3E	*MACH III MINI SIMO HONDA 5.5*	*$8,370.00*	$9,210.00	10.0%
ART.059.991.3D	*MACH III MINI SIMO DIESEL **	*$12,325.00*	$13,500.00	9.5%
ART.593.338.2	*MACH III OUTLAW 6.5 HONDA **	*$9,290.00*	$9,995.00	7.6%
ART.593.338.2P	*MACH III OUTLAW PTO (IHT READY)*	*$10,660.00*	$11,725.00	10.0%
ART.593.338.2E	*MACH III OUTLAW 220V ELECTRIC **	*$9,625.00*	$10,500.00	9.1%
ART.593.197.5	*M1X MINI PUMP HONDA **	*$5,650.00*	$6,215.00	10.0%
ART.593.292.0	*M1X MINI PUMP ELECTRIC (220V) **	*$5,425.00*	$5,975.00	10.1%
ART.593.265.3	*M1X MINI PUMP ELECTRIC (110V) **	*$5,425.00*	$5,975.00	10.1%
Part Number	Tool Type and Descrip&#65533;on			
	Power Units With Flat Face Couplers			
ART.059.991.3EF	*MACH III MINI SIMO 220V ELECTRIC **	*$8,405.00*	$9,250.00	10.1%
ART.059.991.4HF	*MACH III MINI SIMO HONDA 5.5*	*$8,405.00*	$9,250.00	10.1%
ART.059.991.3DF	*MACH III MINI SIMO DIESEL **	*$12,550.00*	$13,750.00	9.6%
ART.593.338.2F	*MACH III OUTLAW 6.5 HONDA **	*$9,290.00*	$9,995.00	7.6%
ART.593.338.2FP	*MACH III OUTLAW PTO (IHT READY)*	*$11,235.00*	$12,350.00	9.9%
ART.593.338.2EF	*MACH III OUTLAW 220V ELECTRIC **	*$9,810.00*	$10,500.00	7.0%
ART.593.197.5F	*M1X MINI PUMP HONDA **	*$5,685.00*	$6,250.00	9.9%
ART.593.292.0F	*M1X MINI PUMP ELECTRIC (220V) **	*$5,800.00*	$6,380.00	10.0%
ART.593.265.3F	*M1X MINI PUMP ELECTRIC (110V) **	*$5,800.00*	$6,380.00	10.0%
Part Number	Tool Type and Descrip&#65533;on			
	Power Units With One Step Couplers			
ART.593.509.1	*MACH III MINI SIMO HONDA 5.5 W/OSC*	*$8,480.00*	$9,325.00	10.0%
ART.593.510.5	*MACH III MINI SIMO ELECTRIC W/OSC*	*$8,480.00*	$9,325.00	10.0%
ART.593.509.1D	*MACH III MINI SIMO DIESEL W/OSC **	*$12,500.00*	$13,750.00	10.0%
ART.593.508.1	*MACH III OUTLAW HONDA 6.5 W/OSC*	*$9,400.00*	$10,250.00	9.0%
ART.593.509.1P	*MACH III OUTLAW PTO (IHT READY)*	*$11,040.00*	$12,125.00	9.8%
ART.106.298.0	*REMOTE PUMP CONTROL (USED W/ IHT)*	*$3,330.00*	$3,650.00	9.6%
ART.593.508.1E	*MACH III OUTLAW ELECTRIC W/OSC*	*$9,865.00*	$10,750.00	9.0%
ART.593.511.3	*M1X MINI PUMP HONDA*	*$5,845.00*	$6,425.00	9.9%
ART.593.513.1	*M1X MINI PUMP ELECTRIC 110V*	*$5,845.00*	$6,425.00	9.9%
ART.593.512.1	*M1X MINI PUMP ELECTRIC 220V*	*$5,845.00*	$6,425.00	9.9%
ART.593.531.8	*V-ECOSILENT POWER UNIT **	*$11,115.00*	$12,225.00	10.0%
ART.593.645.4	*V-ECOCOMPACT POWER UNIT*	*$10,035.00*	$11,025.00	9.9%
ART.108.182.8	*BATTERY BACKPACK POWER UNIT*	*$11,010.00*	$12,125.00	10.1%
ART.108.174.2	*BATTERY COMPACT POWER UNIT*	*$9,865.00*	$10,850.00	10.0%

Ram Accessories

Part Number	Tool Type and Descrip&#65533;on			
ART.011.500.0	*RAM ACCESSORY KIT OLD STYLE RAMS*	*$1,245.00*	$1,370.00	10.0%
ART.011.520.1	*DELUXE PUSH/PULL RAM KIT W/SLIP FIT & BOX*	*$2,065.00*	$2,270.00	9.9%
ART.011.103.1	*3" SLIP FIT EXTENSION*	*$165.00*	$180.00	9.1%
ART.011.130.5	*SLIP FIT ANGLED "V" HEAD*	*$555.00*	$610.00	9.9%
ART.383.730.0	*P ULLING HEADS (HOOKS) FOR RAM (SET) W/PINS*	$285.00	$315.00	10.5%
ART.011.150.0	*PULLING ATTACHMENTS FOR NEW STYLE RAMS*	*$270.00*	$295.00	9.3%
ART.011.105.0	*5" EXTENSION*	*$165.00*	$185.00	12.1%

ART.011.110.0	*10" EXTENSION*	*$220.00*	$245.00	11.4%
ART.011.130.0	*ANGLED "V" HEAD*	*$530.00*	$585.00	10.4%
ART.011.120.0	*CONICAL PIECING HEAD*	*$270.00*	$300.00	11.1%
ART.011.125.0	*ROUND "X" HEAD*	*$305.00*	$330.00	8.2%
ART.011.140.0	*STORAGE BOX FOR RAM KIT*	*$145.00*	$160.00	10.3%
ART.011.901.5	*STORAGE BOX FOR SLIP FIT RAM KIT*	*$155.00*	$170.00	9.7%
ART.011.205.0	*ROCKER PANEL SUPPORT (LARGE)*	*$250.00*	$275.00	10.0%
ART.011.200.0	*ROCKER PANEL SUPPORT*	*$220.00*	$245.00	11.4%
ART.182.433.3	*BASE SUPPORT (FRONT)*	*$270.00*	$300.00	11.1%
ART.182.434.1	*BASE SUPPORT (REAR)*	*$425.00*	$465.00	9.4%

Chain Packages

Part Number	Tool Type and Descrip&#65533;on			
ART.281.913.0	*QUICK ADJUST CHAIN PACKAGE 14c w/PULLING DEVICES*	$1,815.00	$2,215.00	22.0%
ART.057.141.8	*QUICK ADJUST CHAIN PKG FOR S53*	*$1,245.00*	$1,515.00	21.7%
ART.281.920.8	*STANDARD CHAIN PACKAGE FOR S53*	*$620.00*	$750.00	21.0%
ART.281.913.9	*QUICK ADJUST CHAIN PKG FOR 60XL/S55/49XL/S45XL/S44-SL*	$1,245.00	$1,515.00	21.7%
ART.281.915.9	*STANDARD CHAIN PACKAGE FOR 60XL/S55/49XL/S45XL/S44- SL*	$540.00	$650.00	20.4%
ART.057.105.1	*QUICK ADJUST FOR EAGLE SPREADER*	*$1,245.00*	$1,515.00	21.7%
ART.057.100.1	*STANDARD CHAIN PACKAGE FOR 11C/13C/14C VARIO*	$540.00	$650.00	20.4%
ART.057.160.2	*QACP FOR 11C/13C VARIO W/PULLING DEVICES*	*$1,815.00*	$2,215.00	22.0%
2096617	*PULLING DEVICES FOR 11C/13C (EACH)*	*$335.00*	$400.00	19.4%
ART.283.574.6	*PULLING DEVICE FOR 14C (EACH)*	*$465.00*	$575.00	23.7%
ART.283.603.3	*PULLING DEVICES FOR 15C/17C (SET)*	*$465.00*	$1,115.00	139.8%
ART.057.120.1	*STD CP FOR 15C/17C BRUTE VARIO W/PULLING DEVICES*	$1,365.00	$1,665.00	22.0%
ART.057.150.2	*QACP FOR 15C/17C BRUTE VARIO W/PULLING DEVICES*	$2,160.00	$2,635.00	22.0%
ART.057.120.0	*CHAIN BOX*	*$145.00*	$235.00	62.1%

Miscellaneous Items

Part Number	Tool Type and Descrip&#65533;on			
ART.038.157.8	*WHIP HOSE ASSEMBLY (STD & FF COUPLERS)*	*$80.00*	$100.00	25.0%
ART.038.158.9	*WHIP HOSE ASSEMBLY (OSC)*	*$80.00*	$100.00	25.0%
FD35-1007-06-06	*FEMALE COUPLER (STANDARD)*	*$90.00*	$115.00	27.8%
FD35-1008-06-06	*MALE (LOCK) COUPLER (STANDARD)*	*$65.00*	$85.00	30.8%
FD35-1044-06-06	*MALE (RELIEF) COUPLER (STANDARD)*	*$80.00*	$100.00	25.0%
FD35-1042-06-06	*RUBBER DUST CAP (STANDARD COUPLERS)*	*$25.00*	$30.00	20.0%
ART.590.100.2	*OSC FEMALE COUPLER W/COVER & DUST CAP*	*$295.00*	$370.00	25.4%
ART.590.200.1	*OSC MALE COUPLER W/COVER & DUST CAP*	*$270.00*	$340.00	25.9%
ART.116.122.0	*FLAT FACED FEMALE COUPLER*	*$220.00*	$280.00	27.3%
ART.116.663.5	*FLAT FACED MALE RELIEF COUPLER*	*$120.00*	$150.00	25.0%
ART.115.660.4	*FLAT FACED MALE*	*$100.00*	$125.00	25.0%
ART.115.410.0	*ALUMINUM DUST CAP FEMALE (FLAT FACE)*	*$45.00*	$60.00	33.3%
ART.115.100.1	*ALUMINUM DUST CAP MALE (FLAT FACE)*	*$45.00*	$60.00	33.3%
ART.590.250.5	*OSC TOOL UPGRADE KIT*	*$295.00*	$370.00	25.4%
ART.590.255.6	*OSC HOSE UPGRADE KIT*	*$315.00*	$400.00	27.0%
ART.640.2M1.2	*STANDARD TO OSC COUPLER ADAPTER*	*$35.00*	$45.00	28.6%
ART.590.500.0	*BULKHEAD MANIFOLD W/HARWARE*	*$285.00*	$360.00	26.3%
ART.590.510.1	*OSC BULKHEAD W/OSC COUPLER*	*$555.00*	$695.00	25.2%
ART.590.520.2	*OSC BULKHEAD W/OSC NIPPLE*	*$500.00*	$625.00	25.0%

ART.590.765.1	*DUST COVER OSC FEMALE*	*$35.00*	$45.00	28.6%
ART.590.765.5	*DUST COVER OSC MALE*	*$35.00*	$45.00	28.6%
ART.389.173.9	*OSC COUPLING COVER*	*$35.00*	$45.00	28.6%

5000 PSI Equipment

Part Number	Tool Type and Descrip&#xFFFD;on			
ART.1239.0604	*QUICK DISCONNECT (SET) EPR*	*$230.00*	$290.00	26.1%
ART.590.300.5	*OSC FEMALE COUPLER 5K*	*$350.00*	$435.00	24.3%
ART.590.400.5	*OSC MALE NIPPLE 5K*	*$295.00*	$370.00	25.4%
ART.FD45.M	*MALE QUICK DISCONNECT EPR*	*$120.00*	$155.00	29.2%
ART.FD45.F	*FEMALE QUICK DISCONNECT EPR*	*$145.00*	$185.00	27.6%
ART.WHIP.5K	*18" HOSE ASSEMBLY FOR TOOLS*	*$80.00*	$100.00	25.0%
ART.QC.45K	*QUICK DISCONNECT FOR POWER UNIT*	*$415.00*	$520.00	25.3%

Hose Reels

Part Number	Tool Type and Descrip&#xFFFD;on			
ART.HRM.050	HOSE REEL W/50' HOSE MAN. REWIND W/6' WHIPS	$2,290.00	$2,865.00	25.1%
ART.HRM.100	HOSE REEL W/100' HOSE MAN. REWIND W/6' WHIPS	$3,100.00	$3,875.00	25.0%
ART.HRE.050	HOSE REEL W/50' HOSE ELECT. REWIND W/6' WHIPS	$2,810.00	$3,525.00	25.4%
ART.HRE.100	HOSE REEL W/100' HOSE ELECT. REWIND W/6' WHIPS	$3,845.00	$4,810.00	25.1%
ART.593.174.6	DUAL REEL W/50' HOSE MAN. REWIND W/6' WHIPS	$6,600.00	$8,250.00	25.0%
ART.593.193.2	REEL W/50' HOSE MAN. REWIND ALUM. W/6' WHIPS	$4,225.00	$5,285.00	25.1%

Coaxial Hose Reels

Part Number	Tool Type and Descrip&#xFFFD;on			
ART.CXM.050	COAXIAL HOSE REEL W/50' HOSE MANUAL W/6' WHIPS	$4,420.00	$5,530.00	25.1%
ART.CXM.100	COAXIAL HOSE REEL W/100' HOSE MANUAL W/6' WHIPS	$5,080.00	$6,355.00	25.1%
ART.CXE.050	COAXIAL HOSE REEL W/50' HOSE ELECT. W/6' WHIPS	$5,275.00	$6,595.00	25.0%
ART.CXE.100	COAXIAL HOSE REEL W/100' HOSE ELECT. W/6' WHIPS	$6,050.00	$7,565.00	25.0%

10K Coaxial Hose Reels

Part Number	Tool Type and Descrip&#xFFFD;on			
ART.105.260.2	*16' SINGLE LINE COAXIAL HOSE, YELLOW*	*$1,600.00*	$1,840.00	15.0%
ART.105.260.5	*16' SINGLE LINE COAXIAL HOSE, RED*	*$1,600.00*	$1,840.00	15.0%
ART.105.260.3	*32' SINGLE LINE COAXIAL HOSE, YELLOW*	*$1,945.00*	$2,225.00	14.4%
ART.105.260.6	*32' SINGLE LINE COAXIAL HOSE, RED*	*$1,945.00*	$2,225.00	14.4%
ART.105.260.4	*50' SINGLE LINE COAXIAL HOSE, YELLOW*	*$2,260.00*	$2,600.00	15.0%
ART.105.260.7	*50' SINGLE LINE COAXIAL HOSE, RED*	*$2,260.00*	$2,600.00	15.0%

10K Standard Hose

Part Number	Tool Type and Descrip&#xFFFD;on			
	Specify Hose Color by Replacing X with R, Y, B, BK			
ART16EXT-X	*16' EXTENSION HOSE, STD. COUPLERS, RED*	*$530.00*	*$665.00*	25.5%
ART20EXT-X	20' EXTENSION HOSE, STD. COUPLERS, BLACK	$605.00	$755.00	24.8%
ART30EXT-X	30' EXTENSION HOSE, STD. COUPLERS, RED	$810.00	$1,015.00	25.3%
ART33EXT-X	33' EXTENSION HOSE, STD. COUPLERS, RED	$865.00	$1,080.00	24.9%
ART50EXT-X	50' EXTENSION HOSE, STD. COUPLERS, YELLOW	$1,235.00	$1,545.00	25.1%
ART66EXT-X	66' EXTENSION HOSE, STD. COUPLERS, BLACK	$1,525.00	$1,905.00	24.9%
ART100EXT-X	100' EXTENSION HOSE, STD. COUPLERS, BLACK	$2,150.00	$2,690.00	25.1%

10K OSC Hose

Part Number	Tool Type and Descrip&#xFFFD;on

Specify Hose Color by Replacing X with R, Y, B, BK				
ART16OSC-X	16' EXTENSION HOSE, OSC COUPLERS, RED	$890.00	$1,115.00	25.3%
ART20OSC-X	20' EXTENSION HOSE, OSC COUPLERS, BLACK	$975.00	$1,225.00	25.6%
ART30OSC-X	30' EXTENSION HOSE, OSC COUPLERS, BLACK	$1,180.00	$1,480.00	25.4%
ART33OSC-X	33' EXTENSION HOSE, OSC COUPLERS, RED	$1,235.00	$1,550.00	25.5%
ART50OSC-X	50' EXTENSION HOSE, OSC COUPLERS, BLACK	$1,580.00	$1,980.00	25.3%
ART66OSC-X	66' EXTENSION HOSE, OSC COUPLERS, RED	$1,880.00	$2,355.00	25.3%
ART100OSC-X	100' EXTENSION HOSE, OSC COUPLERS, BLACK	$2,485.00	$3,110.00	25.2%

10K Flat Face Hose

Part Number	Tool Type and Descrip&#65533;on			
Specify Hose Color by Replacing X with R, Y, B, BK				
ART16FF-X	16' EXTENSION HOSE, FF COUPLERS, RED	$735.00	$1,055.00	43.5%
ART20FF-X	20' EXTENSION HOSE, FF COUPLERS, BLACK	$825.00	$1,190.00	44.2%
ART30FF-X	30' EXTENSION HOSE, FF COUPLERS, RED	$1,020.00	$1,470.00	44.1%
ART33FF-X	33' EXTENSION HOSE, FF COUPLERS, BLACK	$1,080.00	$1,560.00	44.4%
ART50FF-X	50' EXTENSION HOSE, FF COUPLERS, RED	$1,415.00	$2,040.00	44.2%
ART66FF-X	66' EXTENSION HOSE, FF COUPLERS, BLACK	$1,720.00	$2,150.00	25.0%
ART100FF-X	100' EXTENSION HOSE, FF COUPLERS, BLACK	$2,325.00	$2,910.00	25.2%

10K Standard to OSC Hose

Part Number	Tool Type and Descrip&#65533;on			
Specify Hose Color by Replacing X with R, Y, B, BK				
ART16SO-X	16' EXTENSION HOSE, STD -OSC COUPLERS, RED	$715.00	$1,120.00	56.6%
ART20SO-X	20' EXTENSION HOSE, STD -OSC COUPLERS, BLACK	$800.00	$1,250.00	56.3%
ART30SO-X	30' EXTENSION HOSE, STD -OSC COUPLERS, RED	$995.00	$1,565.00	57.3%
ART33SO-X	33' EXTENSION HOSE, STD -OSC COUPLERS, BLACK	$1,050.00	$1,650.00	57.1%
ART50SO-X	50' EXTENSION HOSE, STD -OSC COUPLERS, RED	$1,405.00	$2,200.00	56.6%
ART66SO-X	66' EXTENSION HOSE, STD -OSC COUPLERS, BLACK	$1,700.00	$2,660.00	56.5%
ART100SO-X	100' EXTENSION HOSE, STD -OSC COUPLERS, BLACK	$2,325.00	$2,905.00	24.9%

10K Flat Face to OSC Hose

Part Number	Tool Type and Descrip&#65533;on			
Specify Hose Color by Replacing X with R, Y, B, BK				
ART16FO-X	16' EXTENSION HOSE, FF-OSC COUPLERS, RED	$825.00	$1,035.00	25.5%
ART20FO-X	20' EXTENSION HOSE, FF-OSC COUPLERS, BLACK	$900.00	$1,125.00	25.0%
ART30FO-X	30' EXTENSION HOSE, FF-OSC COUPLERS, RED	$1,105.00	$1,385.00	25.3%
ART33FO-X	33' EXTENSION HOSE, FF-OSC COUPLERS, BLACK	$1,170.00	$1,465.00	25.2%
ART50FO-X	50' EXTENSION HOSE, FF-OSC COUPLERS, RED	$1,505.00	$1,885.00	25.2%
ART66FO-X	66' EXTENSION HOSE, FF-OSC COUPLERS, BLACK	$1,805.00	$2,260.00	25.2%
ART100FO-X	100' EXTENSION HOSE, FF-OSC COUPLERS, BLACK	$2,445.00	$3,060.00	25.2%

Mounting Brackets

Part Number	Tool Type and Descrip&#65533;on			
ART.MBGEN.S	S40XL/S49XL/S50/S55 SPREADER BRACKET	$325.00	$360.00	10.8%
ART.MBGEN.49/54	*S49 / S54 EFORCE SL3 BRACKET*		$360.00	
ART.MBGEN.S45	S45XL/Eforce SPREADER BRACKET (GOLD)	$325.00	$360.00	10.8%
ART.MBGEN.S45B	S45 EFORCE 2.0 SPREADER BRACKET (BLK)	$325.00	$360.00	10.8%
ART.MBGEN.S53	S53XL/EFORCE SPREADER BRACKET	$325.00	$360.00	10.8%
ART.MBGEN.S60	S60XL SPREADER BRACKET	$325.00	$360.00	10.8%
ART.MBGEN.EFS	EAGLE FORCE SPREADER MOUNTING BRACKET	$325.00	$360.00	10.8%
ART.MBGEN.ALL9	ALL 9/C365 MOUNTING BRACKET	$325.00	$360.00	10.8%
ART.MBGEN.C	C90/105/130/140/160/165/180/260/270 CUTTER BRACKET	$325.00	$360.00	10.8%

ART.MBGEN.C231	C195/C231/C236 CUTTER MOUNTING BRACKET	$325.00	$360.00	10.8%
ART.MBGEN.C30	C30/C50 MINI CUTTER MOUNTING BRACKET	$260.00	$290.00	11.5%
ART.MBGEN.V	GENESIS 11c/13c/14c VARIO MOUNTING BRACKET	$325.00	$360.00	10.8%
ART.MBGEN.P	POWER UNIT MOUNTING BRACKET	$185.00	$205.00	10.8%
ART.MBGEN.R	PUSH/PULL RAM MOUNTING BRACKET	$400.00	$440.00	10.0%
ART.MBGEN.T	TELESCOPIC RAM MOUNTING BRACKET	$400.00	$440.00	10.0%

Promotional Items

Part Number	Tool Type and Descrip□on			
ART.COIN.1	GENESIS CHALLENGE COIN	$20.00	$20.00	0.0%
ART.SHIRT.1	GENESIS T-SHIRT BLK (SPECIFY SIZE ON PO)	$25.00	$25.00	0.0%

Decals

Part Number	Tool Type and Descrip□on			
	Large Quan□ty Orders Will Take More Time			
Z-DSL3BOT	SL3/SL2/SL BACK OF TOOL L&R (QTY = 35 Pairs of Stickers)	$100.00	$100.00	0.0%
Z-ART.DECAL.C35	C30/50 COMBO SHEET (QTY = 20 Tool Stickers)	$100.00	$100.00	0.0%
Z-ART.DECAL.C30	C30 CUTTER SHEET (QTY = 20 Tool Stickers)	$100.00	$100.00	0.0%
Z-ART.DECAL.C50	C50 CUTTER SHEET (QTY = 20 Tool Stickers)	$100.00	$100.00	0.0%
Z-DSL3ALL9	ALL-9 CUTTER SHEET (QTY = 20 Tool Stickers)	$100.00	$100.00	0.0%
Z-DSL3C365	C365 CUTTER SHEET (QTY = 20 Tool Stickers)	$100.00	$100.00	0.0%
Z-DSL3C236	C236 CUTTER SHEET (QTY = 20 Tool Stickers)	$100.00	$100.00	0.0%
Z-DSL3C195	C195 CUTTER SHEET (QTY = 20 Tool Stickers)	$100.00	$100.00	0.0%
Z-DSL3C165	C165 CUTTER SHEET (QTY = 20 Tool Stickers)	$100.00	$100.00	0.0%
Z-DSL317C	17C VARIO SHEET (QTY = 20 Tool Stickers)	$100.00	$100.00	0.0%
Z-DSL315C	15C VARIO SHEET (QTY = 20 Tool Stickers)	$100.00	$100.00	0.0%
Z-DSL314C	14C VARIO SHEET (QTY = 20 Tool Stickers)	$100.00	$100.00	0.0%
Z-DSL311C	11C VARIO SHEET (QTY = 20 Tool Stickers)	$100.00	$100.00	0.0%
Z-DSL3S54	S54 SPREADER SHEET (QTY = 20 Tool Stickers)	$100.00	$100.00	0.0%
Z-DSL3S49	S49 SPREADER SHEET (QTY = 20 Tool Stickers)	$100.00	$100.00	0.0%
Z-DSL3S44	S44 SPREADER SHEET (QTY = 20 Tool Stickers)	$100.00	$100.00	0.0%
Z-DSL3CC	CONCRETE CRUSHER SHEET (QTY = 20 Tool Stickers)	$100.00	$100.00	0.0%
Z-DSL3MTC	MASS TRANSIT CUTTER SHEET (QTY = 20 Tool Stickers)	$100.00	$100.00	0.0%
Z-ART.DECAL.NA	GENERIC NO NAME SHEET (QTY = 20 Tool Stickers)	$100.00	$100.00	0.0%
Z-ART.DECAL.HRS	SMALL GENERIC NO NAME SHEET (QTY = 100 Stickers)	$155.00	$155.00	0.0%
Z-ART.DECAL.RAM	GENESIS RAM 8”x1.6” SHEET (QTY = 75 Stickers)	$155.00	$155.00	0.0%
Z-ART.DECAL.SM	GENESIS SMALL 5”x1” SHEET (QTY = 250 Stickers)	$155.00	$155.00	0.0%
Z-ART.DECAL.MIN	GENESIS HYDRAULIC FLUID SHEET (QTY = 100 Stickers)	$155.00	$155.00	0.0%

Power Wedge

Part Number	Tool Type and Descrip□on			
ART.330.010.0	POWER WEDGE KIT W/CUTTER	$3,415.00	$3,760.00	10.1%
ART.330.000.0	POWER WEDGE KIT	$2,215.00	$2,450.00	10.6%
ART.330.000.5	POWER WEDGE KIT IN BAG	$2,260.00	$2,490.00	10.2%
ART.330.015.0	POWER WEDGE BAG	$175.00	$195.00	11.4%

ART.330.129.0	C-PEDAL CUTTER	$1,495.00	$1,650.00	10.4%
ART.330.100.0	PUSHING HEAD	$315.00	$350.00	11.1%
ART.330.102.0	STATIC HEAD	$530.00	$585.00	10.4%
ART.330.103.0	STRAP PLATE	$25.00	$28.00	12.0%
ART.330.105.0	STORAGE CASE	$175.00	$195.00	11.4%
ART.330.106.0	UTILITY BAR	$25.00	$28.00	12.0%
ART.330.107.0	DEAD BLOW HAMMER 3 LBS.	$80.00	$90.00	12.5%
ART.330.108.0	WEBBING STRAP	$25.00	$28.00	12.0%
ART.330.109.0	CYLINDER	$800.00	$880.00	10.0%
ART.330.110.0	HAND PUMP	$725.00	$800.00	10.3%
ART.330.111.0	SWIVEL	$210.00	$231.00	10.0%
ART.330.600.1	CONFINED SPACE RESCUE (C.S.R.) KIT	$8,200.00	$9,020.00	10.0%
ART.330.500.0	MINI SPREADER	$3,165.00	$3,490.00	10.3%
ART.330.508.1	8" POWER WEDGE RAM	$1,235.00	$1,360.00	10.1%
ART.330.510.1	10" POWER WEDGE RAM	$1,290.00	$1,425.00	10.5%

Stabilization

Part Number	Tool Type and Descrip&#xfffd;on			
ART.500.100.1	KODIAK STRUT KIT	$2,455.00	$2,695.00	9.8%
ART.500.102.2	KODIAK DELUXE KIT	$2,855.00	$3,135.00	9.8%
ART.500.103.3	KODIAK TRISTRUT DELUXE KIT	$3,925.00	$4,325.00	10.2%
ART.500.200.0	KODIAK ACCESSORY KIT	$760.00	$835.00	9.9%
ART.500.200.1	KODIAK ACCESSORY KIT NO SPIKES	$660.00	$725.00	9.8%
ART.500.210.0	KODIAK ACC KIT W/2 CHAIN HEADS	$985.00	$1,085.00	10.2%
ART.500.210.1	KODIAK ACC KIT W/2 CHAIN HEADS/ NO SPIKES	$900.00	$990.00	10.0%
ART.500.150.1	KODIAK STRUT W/RATCHET STRAP	$900.00	$990.00	10.0%
ART.500.202.1	KODIAK V-HEAD	$175.00	$195.00	11.4%
ART.500.203.1	KODIAK CONICAL POINT HEAD	$250.00	$275.00	10.0%
ART.500.205.1	KODIAK CHAIN WEDGE HEAD	$250.00	$275.00	10.0%
ART.500.204.1	KODIAK SPIKES (EACH)	$25.00	$28.00	12.0%
ART.500.101.1	KODIAK CARRYING BAG	$315.00	$350.00	11.1%
ART.500.120.8	KODIAK SHORT EXTENSION	$285.00	$315.00	10.5%
ART.500.120.7	KODIAK LONG EXTENSION	$335.00	$365.00	9.0%
ART.500.120.0	KODIAK RATCHET STRAP W/C-HOOK	$285.00	$315.00	10.5%
ART.500.120.9	KODIAK END ATTACHMENT	$220.00	$240.00	9.1%
ART.500.125.0	KODIAK O-RING KIT	$25.00	$28.00	12.0%
ART.500.502.2	KODIAK TO DELUXE UPGRADE KIT	$835.00	$920.00	10.2%
ART.500.503.3	KODIAK TO TRISTRUT UPGRADE KIT	$2,130.00	$2,350.00	10.3%
ART.500.600.KLD	KODIAK LIFTING DEVICE (EACH)	$1,785.00	$1,965.00	10.1%
ART.GS100.1	GRIZZLY BUS & TRUCK STRUT KIT	$6,330.00	$6,965.00	10.0%
ART.GS104	GRIZZLY HEAD	$305.00	$335.00	9.8%
ART.107.841.9	STAB-FAST ALU STANDARD KIT 2 STRUTS	$4,245.00	$4,880.00	15.0%
ART.107.841.8	STAB-FAST ALU DELUXE KIT 3 STRUTS	$6,765.00	$7,780.00	15.0%
ART.107.842.0	STAB-FAST ALU XL KIT STRUTS	$6,190.00	$7,120.00	15.0%
ART.317.015.2	QUICK CRIB STEP CHOCK	$270.00	$310.00	14.8%
ART.600.000.1B	PLASTIC STEP CHOCK (BLACK)		$335.00	#DIV/0!

Genesis 145 PSI Airbags

Part Number	Tool Type and Descrip&#xfffd;on			
ART.HPK1.3	1 Ton 3.1" Lift 6"x 6" Genesis Airbag 145 psi	$370.00	$420.00	13.5%
ART.HPK4.5	3.6 Ton 5.1" Lift 9"x 9" Genesis Airbag 145 psi	$640.00	$575.00	-10.2%
ART.HPK7.6	7 Ton 6.3" Lift 12"x 12" Genesis Airbag 145 psi	$825.00	$750.00	-9.1%
ART.HPK13.8	13 Ton 8.3" Lift 15"x 15" Genesis Airbag 145 psi	$1,130.00	$960.00	-15.0%
ART.HPK18.10	18 Ton 9.8" Lift 18"x 18" Genesis Airbag 145 psi	$1,195.00	$1,145.00	-4.2%
ART.HPK28.12	28 Ton 11.8" Lift 22"x 22" Genesis Airbag 145 psi	$1,260.00	$1,382.00	9.7%
ART.HPK35.13	35 Ton 13.4" Lift 24"x 24" Genesis Airbag 145 psi	$1,615.00	$1,620.00	0.3%

ART.HPK45.15	45 Ton 15" Lift 27"x 27" Genesis Airbag 145 psi	$2,175.00	$2,200.00	1.1%
ART.HPK61.17	61 Ton 16.5" Lift 31"x 31" Genesis Airbag 145 psi	$3,285.00	$3,225.00	-1.8%
ART.HPK75.19	75 Ton 18.5" Lift 35"x 35" Genesis Airbag 145 psi	$3,405.00	$3,425.00	0.6%
ART.HPK96.21	96 Ton 20.5" Lift 38"x38" Genesis Airbag 145 psi	$4,095.00	$4,150.00	1.3%

Genesis Flat Form Airbag 145 PSI

Part Number	Tool Type and Descrip&#xfffd;on			
ART.HPF18.7	18 TON 6.7" Lift 18x18 Flat-Form Genesis Airbag 145 PSI	$1,590.00	$1,590.00	0.0%
ART.HPF29.7	29 TON 6.7" Lift 22x22 Flat-Form Genesis Airbag 145 PSI	$1,865.00	$1,765.00	-5.4%
ART.HPF35.7	35 TON 6.7" Lift 24x24 Flat-Form Genesis Airbag 145 PSI	$2,455.00	$2,250.00	-8.4%
ART.HPF61.7	61 TON 6.7" Lift 31x31 Flat-Form Genesis Airbag 145 PSI	$4,065.00	$3,750.00	-7.7%
ART.HPF88.7	88 TON 6.7" Lift 36x36 Flat-Form Genesis Airbag 145 PSI	$6,065.00	$5,875.00	-3.1%
ART.FF.CON2	2 Bag Attachment Set ART.529.480.1	$160.00	$175.00	9.4%
ART.FF.CON3	3 Bag Attachment Set ART.529.481.1	$210.00	$225.00	7.1%

Sava Medium Pressure Airbags

Part Number	Tool Type and Descrip&#xfffd;on			
ART.MP3	SAVA 3.2 Ton 17" Lift, 24" Diameter Medium Pressure Airbag	$2,535.00	$2,995.00	18.1%
ART.MP5	SAVA 5 Ton 23" Lift, 30" Diameter Medium Pressure Airbag	$3,455.00	$3,995.00	15.6%
ART.MP7	SAVA 7.4 Ton 24" Lift, 36" Diameter Medium Pressure Airbag	$4,195.00	$4,950.00	18.0%
ART.MP13	SAVA 13.1 Ton 40" Lift, 48" Diameter Medium Pressure Airbag	$6,665.00	$7,865.00	18.0%
ART.MP16R	16' RED HOSE FOR MP AIRBAGS W/CLAW COUPLER	$200.00	$240.00	20.0%
ART.MPHOSE 16B	16' BLUE HOSE FOR MP AIRBAGS W/CLAW COUPLER	$200.00	$240.00	20.0%

Medium and High Pressure Airbag Controls

Part Number	Tool Type and Descrip&#xfffd;on			
ART201	SINGLE UNIT CONTROL HP	$395.00	$395.00	0.0%
ART2020R	8 BAR DUAL UNIT CONTROL W/STRAP(CYLINDRICAL)	$790.00	$825.00	4.4%
ART2021R	10 BAR DUAL UNIT CONTROL W/STRAP(CYLINDRICAL)	$790.00	$825.00	4.4%
ART212	SINGLE UNIT CONTROL MP	$425.00	$425.00	0.0%
ART2120	DUAL UNIT CONTROL W/STRAP MP (CYLINDRICAL)	$790.00	$825.00	4.4%
ART2200	DUAL UNIT CONTROL, JOYSTICK	$1,320.00	$1,450.00	9.8%

Low Pressure Control Kit

Part Number	Tool Type and Descrip&#xfffd;on			
ART2500	LOW PRESSURE AIRBAG CONTROL KIT	$1,190.00	$1,495.00	25.6%
	1-ART212 LP Control			
	1-ART745 5000/200 psi Regulator			
	1-ART510 Regulator Hose			
	1-ART1220 LP Supply Hose 1/2"			

High Pressure Control Kit

Part Number	Tool Type and Descrip◆on			
ART5000R	8 BAR HIGH PRESSURE AIRBAG CONTROL KIT	$2,515.00	$2,845.00	13.1%
	~~Included in Kit~~~			
	1- ART2020R 8 BAR DUAL CONTROL W/STRAP			
	1- ART745 REGULATOR 4500/200 PSI			
	4- ART6120 INLINE RELIEF VALVES			
	1- ART205 CASE			
	1- ART510-G REGULATOR HOSE (GREEN)			
ART5100R	10 BAR HIGH PRESSURE AIRBAG CONTROL KIT	$2,515.00	$2,845.00	13.1%
	~~Included in Kit~~~			
	1- ART2021R 10 BAR DUAL CONTROL W/STRAP			
	1- ART745 REGULATOR 4500/200 PSI			
	4- ART6121R 10 BAR INLINE RELIEF VALVES			
	1- ART205 CASE			
	1- ART510R-G REGULATOR HOSE (GREEN)			

Airbag Hoses

Part Number	Tool Type and Descrip◆on			
ART505-R	"Y" - HOSE - RED	$100.00	$110.00	10.0%
ART505-B	"Y" - HOSE - BLUE	$100.00	$110.00	10.0%
ART505-Y	"Y" - HOSE - YELLOW	$100.00	$110.00	10.0%
ART505-G	"Y" - HOSE - GREEN	$100.00	$110.00	10.0%
ART510-R	10' REGULATOR HOSE - RED	$85.00	$95.00	11.8%
ART510-B	10' REGULATOR HOSE - BLUE	$85.00	$95.00	11.8%
ART510-Y	10' REGULATOR HOSE - YELLOW	$85.00	$95.00	11.8%
ART510-G	10' REGULATOR HOSE - GREEN	$85.00	$95.00	11.8%
ART515-R	20' HP SUPPLY HOSE - RED	$110.00	$120.00	9.1%
ART515-B	20' HP SUPPLY HOSE - BLUE	$110.00	$120.00	9.1%
ART515-Y	20' HP SUPPLY HOSE - YELLOW	$110.00	$120.00	9.1%
ART515-G	20' HP SUPPLY HOSE - GREEN	$110.00	$120.00	9.1%
ART525-R	25' HP SUPPLY HOSE - RED	$120.00	$140.00	16.7%
ART525-B	25' HP SUPPLY HOSE - BLUE	$120.00	$140.00	16.7%
ART525-Y	25' HP SUPPLY HOSE - YELLOW	$120.00	$140.00	16.7%
ART525-G	25' HP SUPPLY HOSE - GREEN	$120.00	$140.00	16.7%
ART1220-R	20' LP HOSE 1/2" - RED	$130.00	$150.00	15.4%
ART1220-B	20' LP HOSE 1/2" - BLUE	$130.00	$150.00	15.4%
ART1220-Y	20' LP HOSE 1/2" - YELLOW	$130.00	$150.00	15.4%
ART1220-G	20' LP HOSE 1/2" - GREEN	$130.00	$150.00	15.4%
ART1225-R	25' LP HOSE 1/2" - RED	$155.00	$165.00	6.5%
ART1225-B	25' LP HOSE 1/2" - BLUE	$155.00	$165.00	6.5%
ART1225-Y	25' LP HOSE 1/2" - YELLOW	$155.00	$165.00	6.5%
ART1225-G	25' LP HOSE 1/2" - GREEN	$155.00	$165.00	6.5%
ART1230-R	30' LP HOSE 1/2" - RED	$175.00	$185.00	5.7%
ART1230-B	30' LP HOSE 1/2" - BLUE	$175.00	$185.00	5.7%
ART1230-Y	30' LP HOSE 1/2" - YELLOW	$175.00	$185.00	5.7%
ART1230-G	30' LP HOSE 1/2" - GREEN	$175.00	$185.00	5.7%

Airbag Accessories

Part Number	Tool Type and Descrip◆on			
ART205	HP AIRBAG CONTROL KIT CASE	$200.00	$200.00	0.0%
ART602H	2" GAUGE HP FOR HP CONTROL	$50.00	$50.00	0.0%

ART602L	2" GAUGE LP FOR HP CONTROL	$60.00	$60.00	0.0%
ART6121R	10 BAR INLINE RELIEF VALVE	$225.00	$225.00	0.0%
ART6120R	8 BAR INLINE RELIEF VALVE	$225.00	$225.00	0.0%
ART653	AIR SHUTOFF	$30.00	$30.00	0.0%
ART722	REGULATOR 4000/200	$560.00	$560.00	0.0%
ART745R	REGULATOR 5000/200	$825.00	$825.00	0.0%

Quik-Kut

Part Number	Tool Type and Descrip?on			
QUIK-KUT				
ART89502	QUIK-KUT AIR HAMMER & IMPACT	$2,930.00	$2,930.00	0.0%
ART89501	QUICK-KUT AIR HAMMER KIT	$2,650.00	$2,650.00	0.0%
ART89002	QUIK-KUT AIR HAMMER GUN ONLY	$1,245.00	$1,245.00	0.0%
ART89452	4500/300 PSI REGULATOR	$865.00	$865.00	0.0%
ART89019	LUBRICATING OIL	$25.00	$25.00	0.0%
ART89405	STORAGE BOX WITH INSTRUCTIONS	$315.00	$315.00	0.0%
ART89004	INSTRUCTION MANUAL	$0.00	$0.00	#DIV/0!
ART89020	20' AIR HOSE	$130.00	$130.00	0.0%
ART89050	50' AIR HOSE	$210.00	$210.00	0.0%
ART89100	100' AIR HOSE	$315.00	$315.00	0.0%
ART89200	AIR HOSE FEMALE COUPLING	$55.00	$55.00	0.0%
ART89201	AIR HOSE MALE NIPPLE	$25.00	$25.00	0.0%
ART89202	AIR HAMMER MALE NIPPLE	$25.00	$25.00	0.0%
QUIK-KUT BITS				
ART89010	18" CURVED CUTTER BIT	$90.00	$60.00	-33.3%
ART89011	8" CURVED CUTTER BIT	$55.00	$40.00	-27.3%
ART89012	11" CURVED CUTTER BIT	$55.00	$40.00	-27.3%
ART89013	11" DUAL CUTTING BIT	$55.00	$50.00	-9.1%
ART89014	18" FLAT CHISEL BIT	$80.00	$70.00	-12.5%
ART89016	18" BULL POINT BIT	$80.00	$70.00	-12.5%
ART89017	11" PANEL CUTTING BIT "T"	$55.00	$55.00	0.0%
QUIK-KUT GLASS REMOVAL				
ART50012	QUICK-KUT GLASS TOOL	$220.00	$220.00	0.0%
ART50015N	EXTRA BLADE FOR GLASS TOOL	$55.00	$56.00	1.8%
ART50020	THUMB SCREW	$25.00	$25.00	0.0%
QUIK-KUT CHAIN KITS				
ART70001	HD 1 CHAIN KIT	$1,330.00	$1,330.00	0.0%
ART70002	HD 2 CHAIN KIT	$835.00	$835.00	0.0%
ART70003	C-HOOK	$285.00	$285.00	0.0%
ART70004	J-HOOK	$335.00	$335.00	0.0%
ART70005	T-HOOK	$100.00	$100.00	0.0%
ART70006	PULLING CHAIN	$285.00	$285.00	0.0%
ART70007	EXTENSION CHAIN	$260.00	$260.00	0.0%
ART70008	CHEATER CHAIN (EACH)	$100.00	$100.00	0.0%
ART70011	HD CHAIN BOX	$145.00	$145.00	0.0%
ART70040	4000 LB CABLE COME-A-LONG	$490.00	$490.00	0.0%
ART70030	3000 LB CHAIN COME-A-LONG	$845.00	$845.00	0.0%
ART70041	HANDLE FOR CABLE COME-A-LONG	$65.00	$65.00	0.0%

Quik-Kut Miscellaneous

Part Number	Tool Type and Descrip?on			
MISCELANEOUS				
ART97000	MV CRASH KIT	$1,235.00	$1,235.00	0.0%
ART97800	MINI CRASH KIT	$380.00	$380.00	0.0%
ART91000	MP-1000 EXTRICATION BLANKET	$195.00	$195.00	0.0%

ART.345.100.1	DELUXE SPRING PUNCH	$35.00	$35.00	0.0%

AGENDA ITEM ANALYSIS

Project/Issue Name:	23-R-48 A Resolution of the City Council Authorizing the City Administrator to Spend Up to an Additional Four Thousand Dollars for the Purchase of Base Rock from Clever Stone Company, Inc. in Connection with the Republic School District Perimeter Queuing Road Project.
Submitted By:	Garrett Brickner, Assistant BUILDS Administrator
Date:	August 22, 2023

Issue Statement

To Authorize the BUILDS Department to Purchase Base Rock for School Storage Lane.

Discussion and/or Analysis

City Council previously authorized up to $150,000 to be paid to Clever Stone as part of construction for the school storage lane via resolution R-23-39. The actual cost of the base rock required exceeded this amount by $3,372.73. The BUILDS department is asking for council authorization to pay the overage.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO SPEND UP TO AN ADDITIONAL FOUR THOUSAND DOLLARS FOR THE PURCHASE OF BASE ROCK FROM CLEVER STONE COMPANY, INC. IN CONNECTION WITH THE REPUBLIC SCHOOL DISTRICT PERIMETER QUEUING ROAD PROJECT

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

WHEREAS, the Republic R-III School District ("School District") owns 2.86 acres of real property (also known as Lot 2) of the Trinity Republic Self-Storage Planned Development District (PDD), located at the 900 Block of North Main Street ("Property"); and

WHEREAS, pursuant to the PDD Development Plan for the Property, approved by City Council via Ordinance 22-54, the School District intends to construct a perimeter queuing road on the Property for use by the School District ("the Project"); and

WHEREAS, the City and School District entered into a Developer Agreement, approved by City Council via Ordinance 23-09, whereby the City agreed to provide the labor and materials[1] for the Project and the School District agreed to bear the costs for such labor and materials; and

WHEREAS, in approving of the Developer Agreement, City Council approved the City's purchase of base rock for the Project from Clever Stone Company, Inc. with a not to exceed limitation of $150,000 ("NTE"); and

WHEREAS, staff identified an overage of $3,372.73 in costs for the base rock beyond the NTE and is requesting approval to modify the NTE accordingly; and

WHEREAS, based on the documentation and presentation(s) provided by staff, the Council believes there is good cause to modify the NTE for the materials at issue from $150,000 to $154,000, to account for the full cost of the gravel, and that such modification is in the best interest of the City and its residents as it is the most efficient solution under the circumstances.

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

Section 1. The not-to-exceed amount of $150,000 previously approved by City Council is hereby amended to a not-to-exceed amount of $154,000, for the purchase of rock/gravel incurred in connection with the City's work on the Project. The City shall not exceed the total amount of $154,000 for such materials without further, additional authorization from Council.

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

[1] With the exception of any labor or materials related to asphalt work on the Project.

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:

HISTORY TICKET INQUIRY (SUMMARY)

BEGIN DATE	5/1/2023	LOCATION	1
END DATE	8/9/2023	CUSTOMER	381
SELL/BUY/TRAN	ALL	ORDER	904
SHIP/RECEIVE	ALL		

ORDER	Description	Tickets	Qty	Unit	TicketType	Price
904	904 N. MAIN ST - REPUBLIC	663	14,770.14	TON	S	153,372.73
		663.00	14,770.14			153,372.73

AGENDA ITEM ANALYSIS

Project/Issue Name:	23-21 An Ordinance of the City Council Authorizing the Execution of an Intergovernmental Cooperative Agreement with Greene County, Missouri for Road Striping Services.
Submitted By:	Garrett Brickner, Assistant BUILDS Administrator
Date:	August 22, 2023

Issue Statement

The BUILDS Department wishes to enter into an Intergovernmental Agreement with Greene County for roadway striping on certain roads within the City Limits.

Discussion and/or Analysis

Greene County is able to assist the City of Republic by striping certain roads within the City of Republic that are continuous with Count roads. The roads they are able to stripe for the City are:

- Sawyer Road: From FR 97 to Route MM
- Boston Lane: From MO 174 to City Limits
- N. Main St: From MO 174 to City Limits
- W Hines: From City Limits to MO 174
- S. Kansas: From MO 174 to Farm Rd 188
- E. Miller: From Lynn St to City Limits
- W. Farm Rd 174: From Oakwood to City Limits

The anticipated cost for this striping is $5808.38 however, the City would be responsible for paying actual incurred for the time and materials used.

Recommended Action

Staff recommends approval.

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

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, Section 70.220, RSMo., authorizes municipalities and political subdivisions of the State of Missouri to cooperate with each other by, among other things, entering into cooperative agreements with each other regarding the planning, development, construction, acquisition, or operation of public improvements; and

WHEREAS, Greene County, Missouri, a Missouri political subdivision under § 70.220 RSMo., ("the County"), has presented the City with an Intergovernmental Cooperative Agreement ("IGA") pursuant to which the County will perform and complete the longitudinal striping of certain identified farm roads located within the City; and

WHEREAS, the IGA will help to improve public transportation upon the network of affected roads and will contribute to the overall increased safety of City residents and guests traveling upon those roads, in accordance with the provisions of § 70.220, RSMo.; and

WHEREAS, the Council finds that execution of the IGA is in the City's best interest as it will improve safety upon the City's roadways while minimizing the financial impact of the improvements to the City's residents.

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 Cooperative 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 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 4: The WHEREAS clauses above are specifically incorporated herein by reference.

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

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2023, between the City of Republic, Missouri ("City") and Greene County, Missouri, acting through its County Commission ("County") (together, "the Parties").

WHEREAS, Section 70.220 of the Revised Statutes of Missouri authorizes intergovernmental agreements between municipalities and political subdivisions regarding, among other things, the planning, development, construction, acquisition, or operation of public improvements; and

WHEREAS, the City maintains certain roadways within its municipal boundaries that are in need of maintenance ("the Roads"), which includes, among other things, striping of the surfaces thereon ("the Project"); and

WHEREAS, the City desires to control the cost of the Project by entering into this Agreement for the provision of supplies and labor in connection with the longitudinal striping of the Roads; and

WHEREAS, the County wishes to facilitate the Project by providing the aforementioned supplies and labor subject to the terms and conditions of this Agreement; and

WHEREAS, this Agreement will help to improve public transportation upon the Roads and will contribute to the overall increased safety of the Parties' residents and guests traveling thereon, in accordance with the provisions of § 70.220, RSMo.

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

1. The County, by and/or through its Highway Department, agrees to perform and complete the longitudinal striping of the following portions of the Roads: (further depicted in **Exhibit A**, attached):

   a. E. Sawyer Road: From Farm Road 97 to Route MM
   b. N. Boston Lane: From MO 174 to City Limits
   c. N. Main Street: From MO 174 to City Limits
   d. W. Hines: City Limits Boundary Line to MO 174
   e. S. Kansas : From MO 174 to Farm Road 188
   f. E. Miller: From Lynn Street to City Limits Boundary Line
   g. W. Farm Road 174: From Oakwood to City Limit Boundary Line

2. The County will provide the paint, labor and equipment to stripe the portions of the Roads identified herein and above, which will consist of edge, center line and/or center turn lane markings.

3. In performing its work on the Project, the County shall only utilize water-born pavement striping paint and Type I Glass Beads, all of which shall be approved by the Missouri Department of Transportation ("MoDOT") and applied in conformity with all current, applicable MoDOT specifications.

4. Inspection of all work performed shall be conducted by the County; however, the City, through its inspection staff, shall provide advice and consent to the County's inspector(s) as to the striping and other related work.

5. The City shall reimburse the County for its actual labor incurred, use cost of the equipment and cost of the paint associated with the Project. Promptly after completion of the Project, the County shall furnish the City with an itemized invoice for the total amount owed consisting of the permitted costs under this Agreement. The City shall remit payment to the County within forty-five (45) days after the City's receipt of the County's invoice.

6. By striping the Roads identified herein, the County shall gain no rights to or interest in any portion of the Roads upon which work was performed, nor shall the County be obligated to provide future striping or other repairs or maintenance upon the Roads. Upon completion of the Project, the City shall maintain the Roads for all purposes as part of its street systems, at its own cost and expense, and at no cost or expense whatsoever to the County.

7. The Parties are each separate and independent municipalities and/or political subdivisions of the State and, as such, the County and the City each retain their own individual identity and each is responsible for its own policies and activities. This Agreement shall not be construed as creating a joint venture, partnership or any other affiliation between the City or the County.

8. To the extent allowed or imposed by law, the City shall defend, and indemnify and hold harmless the County, including County's Commissioners, officials, employees and assigns, from all losses, claims, damages, liabilities, judgments, and expenses, including attorney fees and court costs, whether based on a claim for damages to real or personal property or for damages/harm to a person including personal injury or death, for any matter related to or arising from the County's performance of its obligations under this Agreement; however, this provision does not obligate City to indemnify, hold harmless, or defend the County from the County's own illegal conduct, gross negligence or ordinary negligence.

9. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of the Parties' respective rights or defenses with regard to the Parties' respective applicable sovereign, governmental or official immunities and protections as required 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.

10. This Agreement sets forth the entire Agreement between the Parties and fully supersedes any and all prior and/or other contemporaneous agreements or understandings between the Parties which pertain to the subject matter hereof. This Agreement may only be modified by written instrument executed by the Parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, all of which are incorporated by reference herein, and shall not be construed to authorize any matter that would violate applicable law.

12. 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.

13. 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.

14. This Agreement may not be assigned by any Party without the prior written consent of the other Party.

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

16. In the event of a dispute over this Agreement or any matter authorized by, related to, or arising out of this Agreement, venue shall be in Greene County, Missouri.

17. The Parties each agree to pass such ordinances, resolutions, orders, or other directives as may be reasonably necessary to implement the terms and conditions of this Agreement.

IN WITNESS WHEREOF, Greene County, Missouri, acting through its County Commission, and the City of Republic, Missouri, acting through its City Administrator, have separately and together caused this Intergovernmental Cooperative Agreement to be duly executed by their proper officers, duly authorized by their respective Commission or Council, as of the day and year first above written, and hereby further consent to this Agreement becoming binding upon the them, along with their respective representatives, successors and assigns.

IN WITNESS WHEREOF, Greene County, Missouri acting through its County Commission, and the City of Republic, Missouri, acting through its Mayor and as authorized by City Council, have caused this Agreement to be executed by their duly authorized representatives, the day and year set forth below, and hereby further agree that this Agreement shall be binding upon the Parties hereto, their respective successors and assigns.

[*The remainder of this page is intentionally left blank. Signatures follow on page 4 of 4*]

GREENE COUNTY, MISSOURI

By:_____
Bob Dixon
Presiding Commissioner

By:_____
Rusty MacLachlan
Commissioner 1st District

By:_____
John C. Russell
Commissioner 2nd District

ATTEST:

By:_____
Shane Schoeller, Greene County Clerk

GREENE COUNTY HIGHWAY ADMINISTATOR

By:_____
Adam Humphrey

APPROVED AS TO FORM:

By:_____
Austin Fax, Attorney for Greene County

CITY OF REPUBLIC, MISSOURI

By:_____
David Cameron, City Administrator

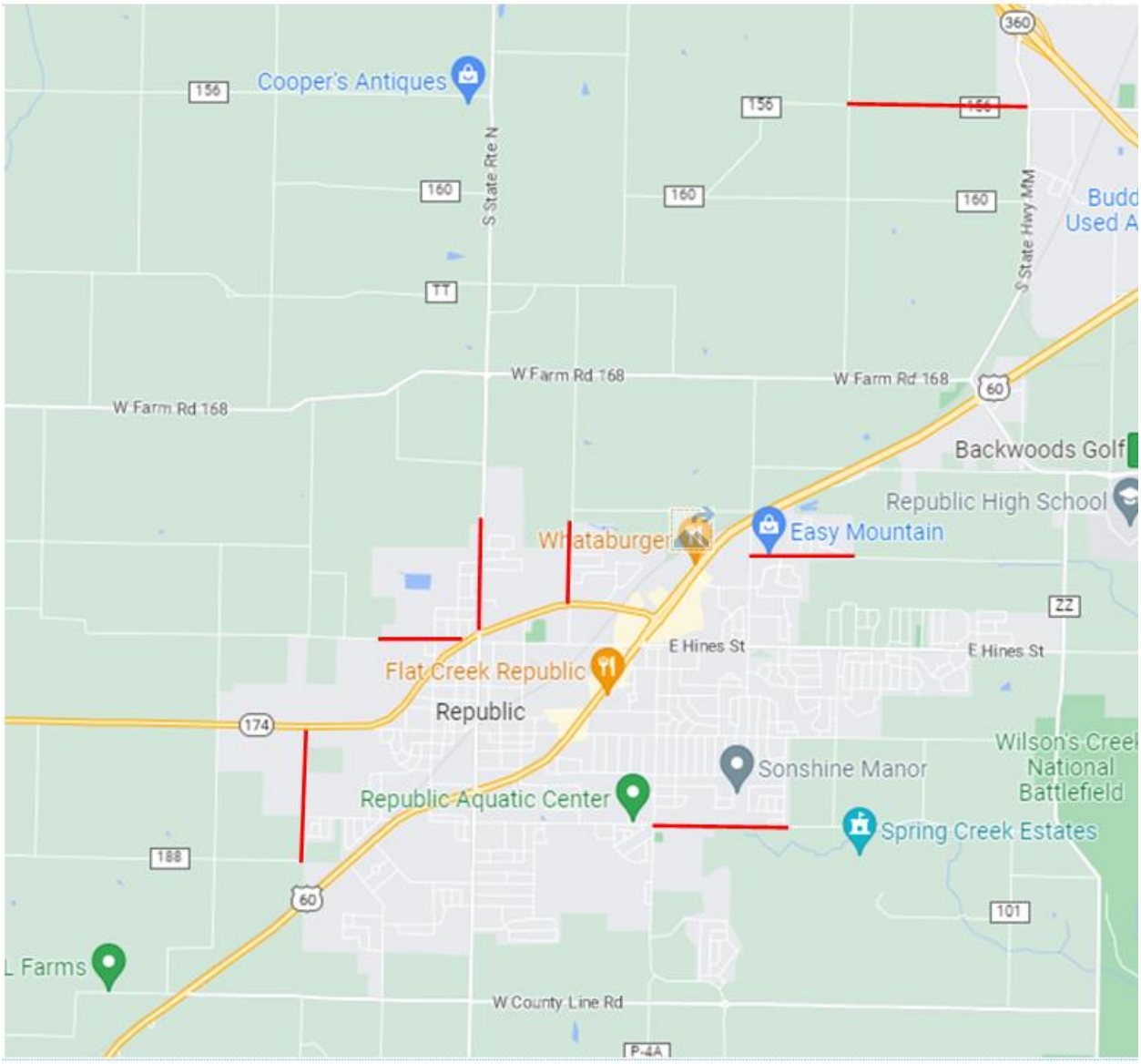
ATTEST:

By:_____
Laura Burbridge, City Clerk

APPROVED AS TO FORM:

By:_____
Megan E. McCullough, City Attorney

EXHIBIT A


Cooper's Antiques
156
155
160
160
160
S State Rte N
S State Hwy MM
360
Budd
Used A
TT
W Farm Rd 168
W Farm Rd 168
W Farm Rd 168
60
Backwoods Golf
Republic High School
Easy Mountain
Whataburger
ZZ
E Hines St
E Hines St
Flat Creek Republic
Republic
174
Wilson's Creek
National
Battlefield
Sonshine Manor
Republic Aquatic Center
Spring Creek Estates
188
60
101
L Farms
W County Line Rd
P-4A

Greene County

Crew Activity Detail

41,194 **01/18/2023** **Crew** Striping Crew

Location
WFR174 W Farm Road 174

Task PC01 / Pavement Marking - Paint

Project

Fund

Striping Quote for City of Republic. E Sawyer RD 1 mile, N Boston Ln 0.21 mile, N Main St 0.71 mile, W Hine 0.60 mile, S Kansas 0.75 mile, E Miller 0.75 mile, W FR 174 0.52 mile.

Employees

Code	Employee	Lead	Hours	Rate	OT Hrs	OT Rate	Total
91870	Brown, Joel		8.00	$24.81			$198.48
91870	Brown, Joel		8.00	$24.81			$198.48
94522	Green, Dennis		8.00	$15.44			$123.52
92153	Jacobs, Micah	Lead	8.00	$21.88			$175.04
93305	Testerman, Eric		8.00	$16.69			$133.52
	4 Employees		**40.00**				**$829.04**

Equipment

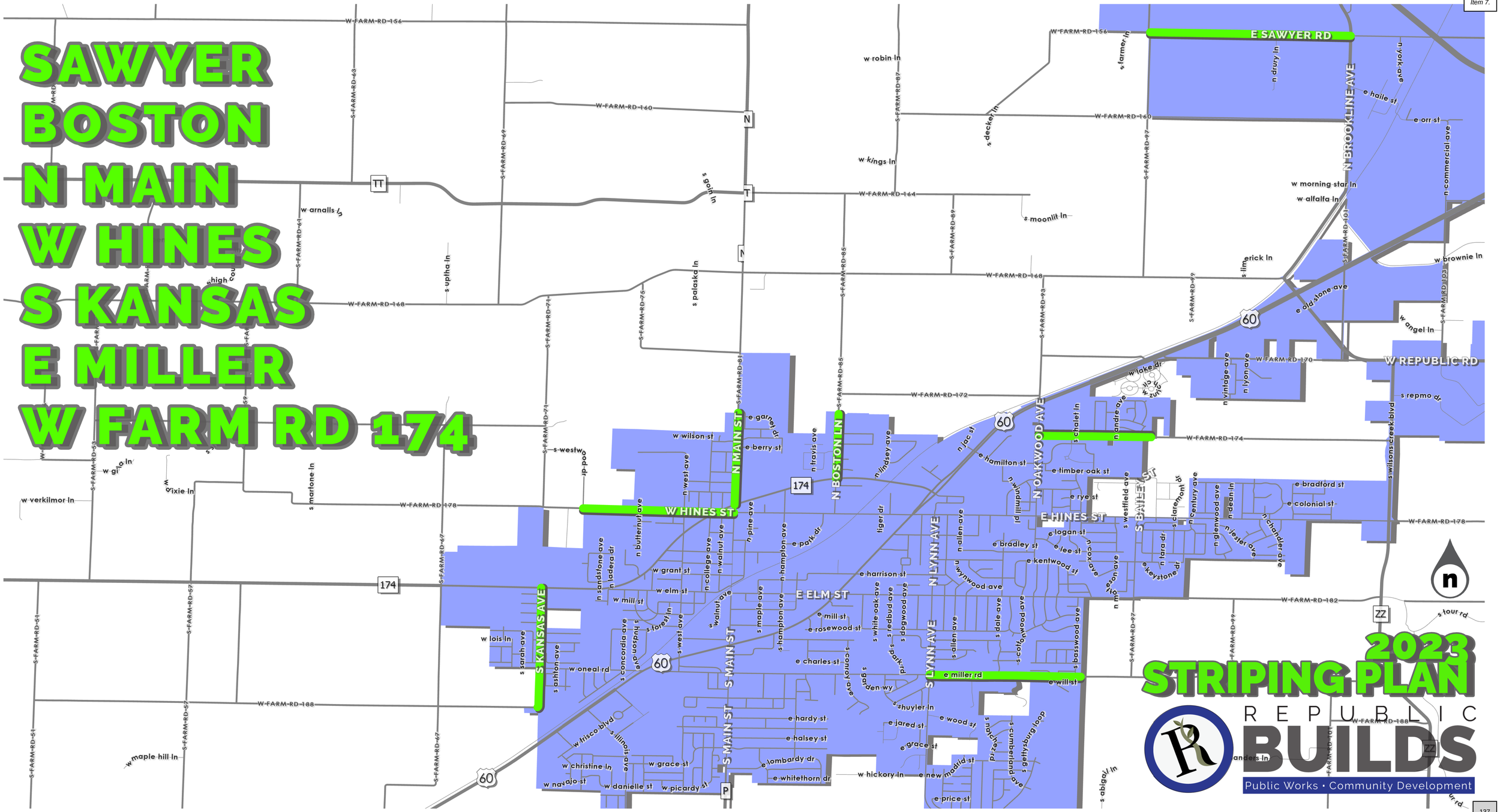
Unit Number	Equipment/Vehicle	Hr/Mi	Rate	Total
126	2013 Ford F150 4X4 Super Crew 126	8.00	$19.87	$158.96
306	2017 Peterbilt/EZ-Liner 320/AL500 306	8.00	$76.28	$610.24
316	2007 International 4400 SBA 4X2 316	8.00	$65.75	$526.00
	3 Equipment/Vehicles			**$1,295.20**

Materials

Part Number	Part Description	Qty	Unit Cost	Total
GB-SS	Glass Beads	1,778.40	$0.43	$764.71
SP-W	Striping Paint - White	154.36	$12.98	$2,003.59
SP-Y	Striping Paint - Yellow	67.94	$13.48	$915.83
	3 Material Items			**$3,684.14**

Total Crew Activity Cost **$5,808.38**

SAWYER
BOSTON
N MAIN
W HINES
S KANSAS
E MILLER
W FARM RD 174



2023
STRIPING PLAN

REPUBLIC BUILDS
Public Works • Community Development

AGENDA ITEM ANALYSIS

Project/Issue Name: 23-22 An Ordinance of the City Council Approving the Final Plat of the Iron Grain Planned Development District Phase One.

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: August 22, 2023

Issue Statement

The City of Republic's BUILDS Department received an Application for the Final Plat of Phase One of the Iron Grain District Subdivision on June 23, 2023.

Discussion and/or Analysis

The Final Plat of Iron Grain District Phase One will legally divide approximately fourteen point six two (14.62) acres of land into two (2) lots and includes the dedication of Utility, Drainage, and Access Easements.

The Final Plat of Iron Grain District Phase One encompasses areas three (3), four (4), and five (5) as designated in the Development Plan for Iron Grain District. The Final Plat submitted conforms to the Development Plan for Iron Grain District Planned Development District approved by City Council on February 22, 2022.

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

Recommended Action

Staff recommends approval of the Final Plat for Iron Grain District Phase One.

AN ORDINANCE OF THE CITY COUNCIL APPROVING THE FINAL PLAT OF THE IRON GRAIN PLANNED DEVELOPMENT DISTRICT PHASE ONE

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

WHEREAS, on February 22, 2022, via Ordinance 22-11, the Council approved the Development Plan for the Iron Grain District Planned Development District (PDD); and

WHEREAS, on June 23, 2023, Magers Republic No. 3C, LLC ("Applicant") submitted an application to the BUILDS Department for review and approval of the Final Plat of Phase 1 of the Iron Grain District Planned Development District ("Iron Grain District Phase 1"); and

WHEREAS, the BUILDS Department has reviewed Applicant's proposed Final Plat and determined it substantially conforms to the requirements of the approved Development Plan, the requirements of applicable City Code provisions including but not necessarily limited to Chapter 410 Subdivision Regulations, Article 410-V Major Subdivision--Final Plat.

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

Section 1: That all conditions imposed by the Planning and Zoning Commission and the City Council relating to the acceptance and approval of Iron Grain District Phase 1 have been met.

Section 2: That the Final Plat of Iron Grain District Phase 1, attached and incorporated herein as "Attachment 1", is hereby approved in all respects.

Section 3: That the approval of the Final Plat of Iron Grain District Phase 1 is contingent upon the same being recorded within sixty (60) days after the approval certificate is signed and sealed under the hand of the City Clerk.

Section 4: That neither the construction of structures nor the sale of lots in Iron Grain District Phase 1 shall commence until the Final Plat of Iron Grain District Phase 1 has been duly approved and recorded as required by law.

Section 5: The whereas clauses are hereby specifically incorporated herein by reference.

Section 6: The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

Section 7: This Ordinance shall take effect and be in force from and after its passage as provided by law.

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

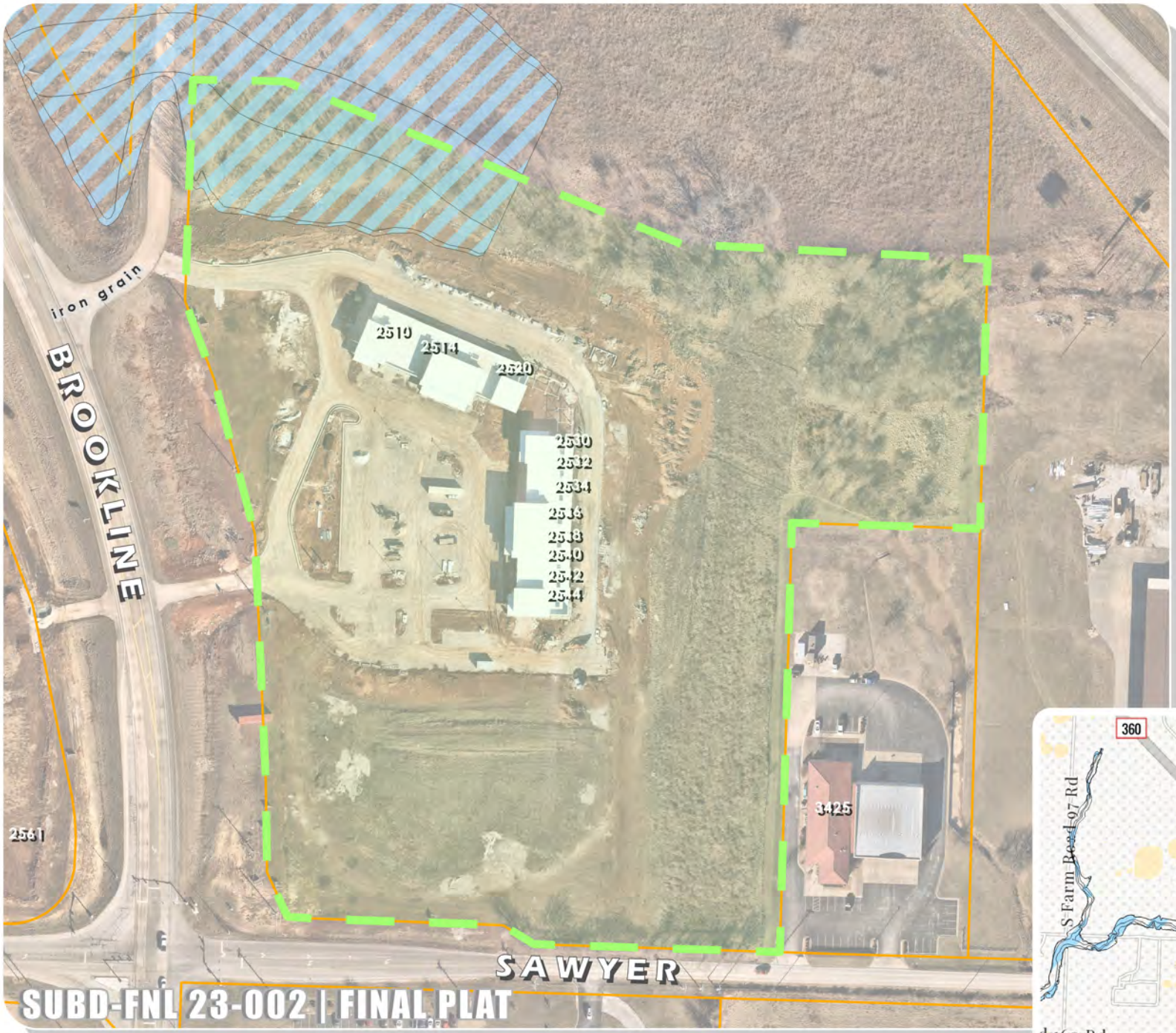
_____

Laura Burbridge, City Clerk

Approved as to Form:

Megan McCullough, City Attorney

Final Passage and Vote:



SUBD-FNL 23-002 | FINAL PLAT

OWNER
MAGERS REPUBLIC NO 3C LLC

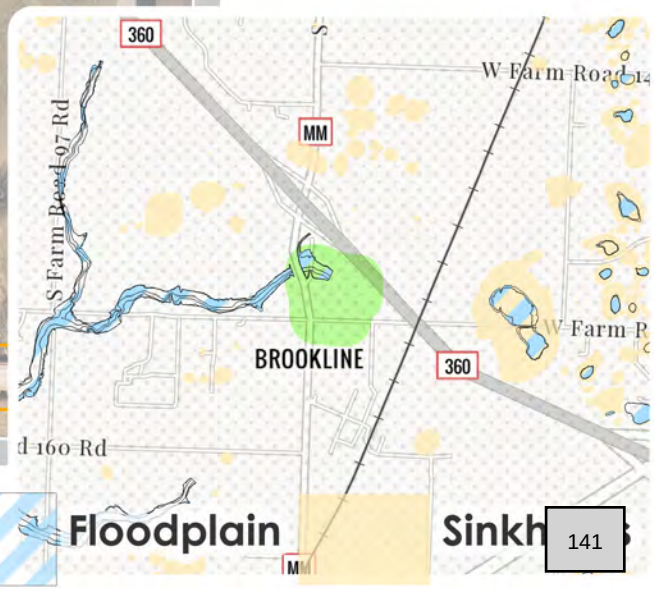
ADDRESS
2510 S ST HWY MM

PIN
881435300010

ZONING
PDD | REQUESTED: N/A

WARD
2

ACREAGE
14.62



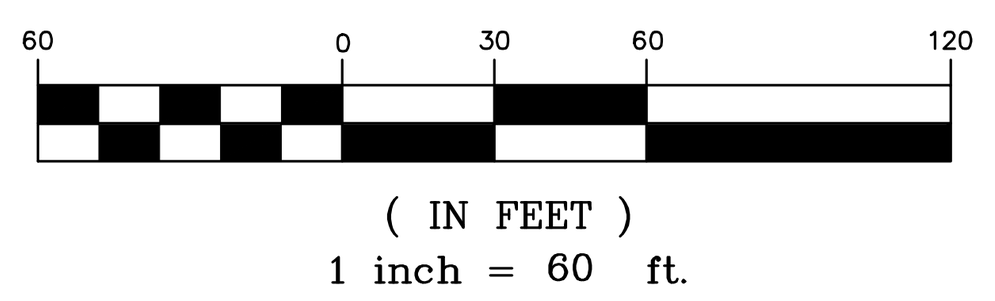
IRON GRAIN DISTRICT
PHASE ONE

Site Extent

Floodplain

Sinkh

FINAL PLAT
IRON GRAIN DISTRICT PHASE I
SECTION 35, T29N, R23W

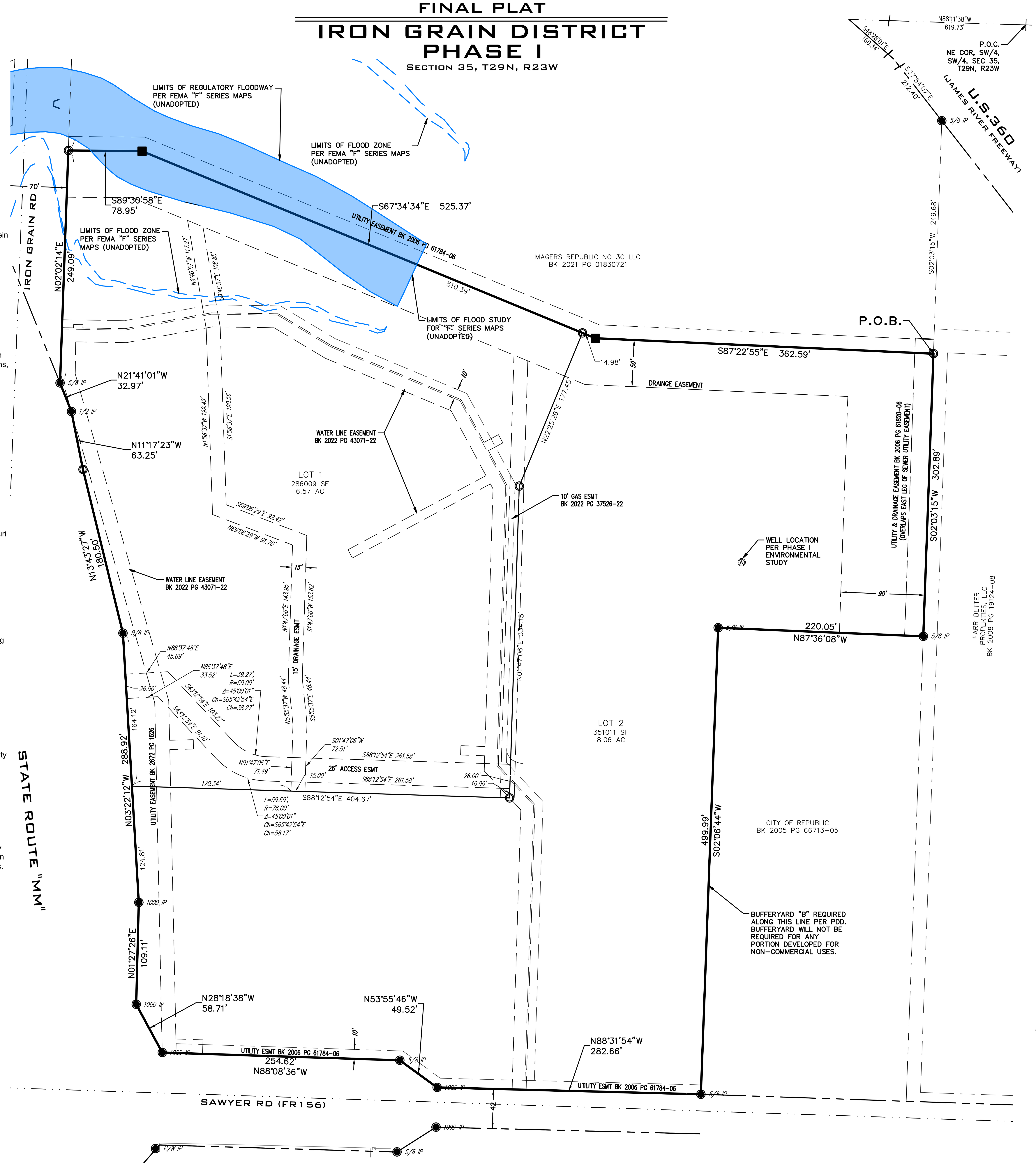


BASIS OF BEARINGS:

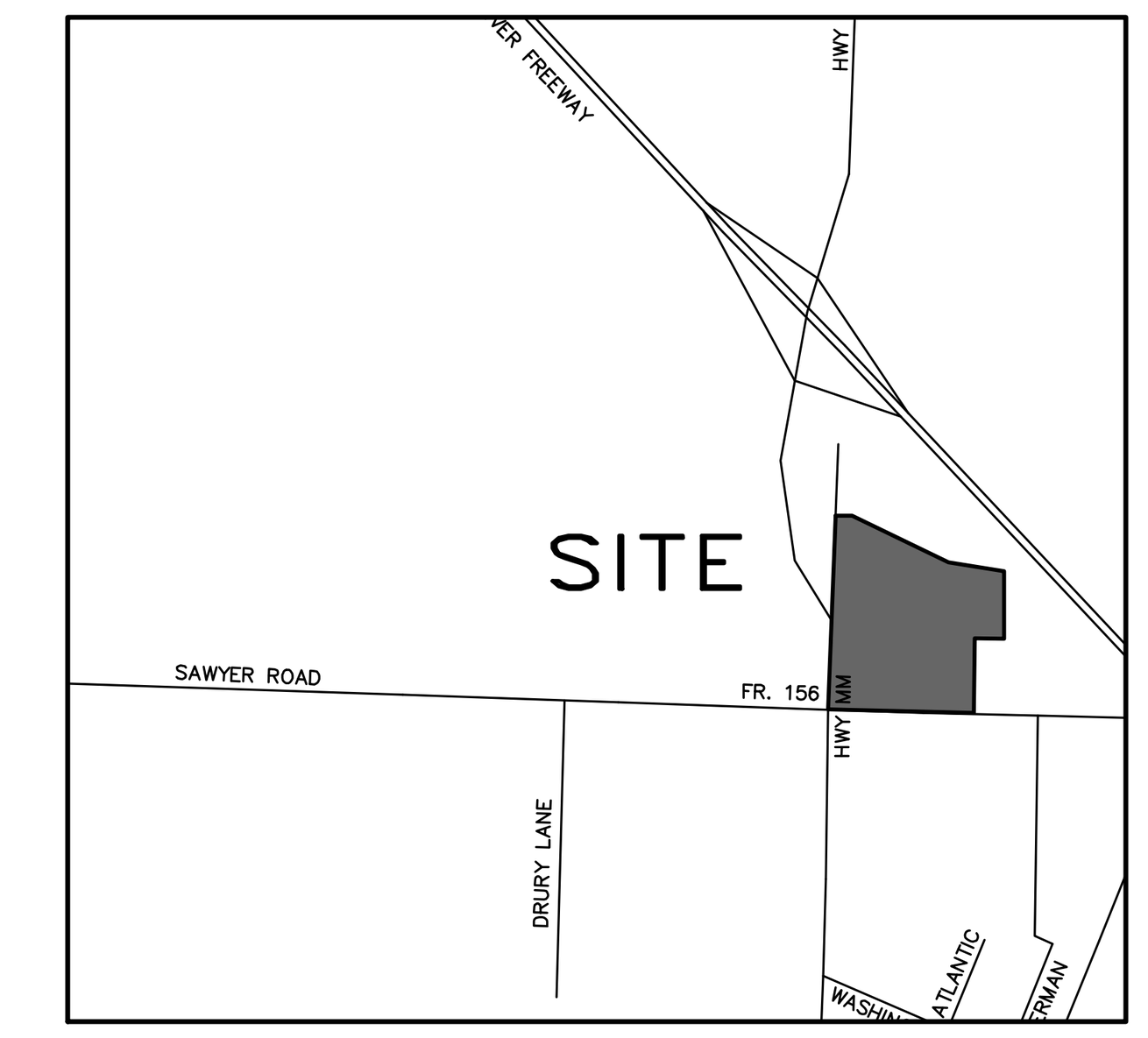
BEARINGS ARE GRID NORTH BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE VIA GPS TIES TO THE MODOT VRS NETWORK.

OWNER/DEVELOPER:
MAGERS REPUBLIC NO 3C, LLC
2776 S CAMPBELL, A100
SPRINGFIELD, MO 65807

IRON GRAIN DISTRICT, LLC
2776 S CAMPBELL, A100
SPRINGFIELD, MO 65807



RECORDER'S BOX



VICINITY MAP
NOT TO SCALE

LEGEND

- ● FOUND IRON PIN
- ◎ SET IRON PIN OR MARKER AS NOTED
- △ R/W MARKER
- BOUNDARY LINE
- R/W LINE
- EASEMENT LINE
- SETBACK LINE
- (M) MEASURED
- (P) PLAT
- (D) DEED
- (R) RECORD

REGISTERED LAND SURVEYOR'S CERTIFICATE

That I, Don Ray Berry do hereby declare that this plat was prepared under my supervision from an actual survey of the land herein described prepared by me dated October 28, 2021 and signed by me and that the corner monuments and lot corner pins shown herein were placed under my personal supervision in accordance with the current Missouri Standards for Property Boundary Surveys as Promulgated by the Missouri Department of Agriculture for URBAN class properties.

Signature: ____________ Date Prepared: July 6, 2023

Missouri Professional Land Surveyor No. 2004017829

OWNER'S CERTIFICATE
OWNER(S) DEDICATION

Magers Republic No 3C LLC, as Owner(s), have caused the land described on this plat to be surveyed, divided, mapped, and all access rights reserved and dedicated as represented on the plat. I/We hereby dedicate, grant, and convey easements shown hereon to the City of Republic. No streets are created or dedicated by this plat. Furthermore, I/We, certify that there are no suits, actions, liens, or trusts on the property conveyed herein, and warrant generally and specially the property conveyed for public use and will execute such further assurances as may be required.

____________ Date: ____________

Randy Magers, Manager/Member
Magers Republic No 3C LLC

ACKNOWLEDGMENT

State of Missouri)
) SS
County of ____________)

On this _________ day of ________________, 2023, before me personally appeared Randy Magers, to me known, who duly sworn, did say that they are a Manager/Member of Magers Republic No 3C LLC and that the foregoing instrument was signed on behalf of and by the authority of the Managers/Members of said Limited Liability Company, and said person acknowledged said instrument to be the free act and deed of said Limited Liability Company.

In witness whereof, I have hereunto set my hand and affixed my official seal at my office in ____________________County, Missouri on the day and year first above written.

____________ Notary Public ____________ Commission Expires

____________ Printed Name

CERTIFICATE OF TAXES PAID

CERTIFICATE OF TAXES PAID There are no unpaid taxes due and payable at the time of plat approval and no unpaid special assessments, whether or not due and payable at the time of plat approval on any of the lands included in this plat, and all outstanding taxes and special assessments have been paid on all property dedicated to public use.

____________ Parcel Number

____________ County Collection Official

____________ Date

CITY COUNCIL CERTIFICATE

APPROVAL BY THE CITY COUNCIL I, ____________________________, City Clerk of the City of Republic, Greene County, Missouri, Do hereby certify that the Plat of Iron Grain District was presented to, accepted and approved by the City Council of said City of Republic, and approved by General Ordinance No. ___________on the ___________day of ___________, 2023.

____________ City Clerk

____________ Date

COMPLIANCE WITH LAND USE REGULATIONS CERTIFICATION, CERTIFICATE OF COMPLIANCE WITH ZONING AND SUBDIVISION REGULATIONS

CERTIFICATE OF COMPLIANCE WITH ZONING AND SUBDIVISION REGULATIONS I, ____________________________, City Planner of the City of Republic, Missouri, do hereby certify on the _____________ day of ____________, 2023, the Final Plat of Iron Grain District conforms to the City of Republic Land Use Regulations, in accordance with Title IV of the Republic Code of Ordinances.

PROPERTY DESCRIPTION (Parent Tract: Book 2021 Page 01830721)

All that part of the Southwest Quarter of the Southwest Quarter of Section 35, Township 29 North, Range 23 West of the Fifth Principal Meridian, Greene County, Missouri, being more particularly described as follows: BEGINNING at the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 35; thence, North 88°11'38" West, a distance of 619.73 feet to an existing iron pin on the Southerly right-of-way line of U.S. Highway 360 (James River Expressway); thence, South 48°28'01" East, along and with said Southerly line, a distance of 160.34 feet to an existing right-of-way marker; thence, South 37°54'07" East, along and with said Southerly line, a distance of 212.40 feet to an existing iron pin; thence, South 02°03'15" West, leaving said Southerly line, a distance of 249.68 feet to the Southerly line of an existing sanitary sewer easement as recorded in Book 2006 Page 61784-06 of the Greene County Deed Records and the POINT OF BEGINNING; thence, continue South 02°03'15" West, a distance of 302.89 feet to an existing iron pin; thence, North 87°36'08" West, a distance of 220.05 feet to an existing iron pin ;thence, South 02°06'44" West, a distance of 499.99 feet to an existing iron pin on the North right-of-way line of Farm Road 156; thence, North 88°31'54" West, along and with said North line, a distance of 282.66 feet; thence, North 53°55'46" West, along and with said North line, a distance of 49.52 feet to an existing iron pin; thence, North 88°08'36" West, along and with said North line, a distance of 254.62 feet to an existing iron pin on the East right-of-way line of State Route "MM"; thence, Northerly, along and with said East line, the following six (6) courses:

North 28°18'38" West, a distance of 58.71 feet to an existing iron pin; thence, North 01°27'26" East, a distance of 109.11 feet to an existing iron pin; thence, North 03°22'12" West, a distance of 288.92 feet to an existing iron pin; thence, North 13°43'27" West, a distance of 180.50 feet to an existing iron pin; thence, North 11°17'23" West, a distance of 63.25 feet to an existing iron pin; thence, North 21°41'01" West, a distance of 32.97 feet to an existing iron pin

at the intersection of said Northerly line with the East right-of-way line of Brookline Road (Old Route "MM"); thence, North 02°02'14" East, along and with said East line, a distance of 249.09 feet to the South line of the aforementioned sanitary sewer easement; thence, along and with said South line, the following three (3) courses:

South 89°30'58" East, a distance of 78.95; thence, South 67°34'34" East, a distance of 525.37 feet; thence, South 87°22'55" East, a distance of 362.59 feet

to the POINT OF BEGINNING, containing 14.62 acres and being subject to easements, restrictions or rights-of-way, if any.

REFERENCE SOURCE DOCUMENTS:

PB AAA Page 197, SRB5490 Page 2714, SRB5490 Page 3440 & other County Surveys
Deeds as Noted
Prior Surveys by this Firm
State of Missouri Highway Plans for US 360 and State Route "MM"

GENERAL INFORMATION

Current Zoning: Iron Grain District PDD
Ordinance 22-11, February 22, 2022
The PDD shall comply with the Municipality of Republic's C-2 (General Commercial District) and R-3 (Multi-Family Residential District) Regulations.

Setbacks: Front: 15'
Side: 15'
Rear: 15'

Zoning Regulation Exceptions
Parking Requirements: 85% of zoning ordinance requirements.

Bulk Plane: All uses are exempt from bulk plane requirements.

Residential Density: R-3 uses may have up to 25 dwelling units per acre.

Lot Information:

Number of Lots	2
Total Acerage	637,020 SF (14.62 AC)
Largest Lot	351,011 SF (8.06 AC) Lot 2
Smallest Lot	286,009 SF (6.57 AC) Lot 1

Property owner is responsible for addressing open space, landscaping, and buffer yard requirements when the lots are developed.

IN THE RECORDER'S OFFICE

I, Cheryl Dawson-Spaulding, Recorder of Deeds, Greene County, Missouri, do hereby certify that the within instrument of writing was on the ____ day of ________________, 2023, duly filed for record and is recorded in the records in this office in Book ___________ Page ___________ in testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Springfield, Missouri, this _____ day of ______________, 2023.

____________ Recorder of Deeds

____________ Date

FLOOD NOTE:

This property lies in Flood Zone "X" (areas determined to be outside of the 0.2% annual chance floodplain) according to FIRM Community Panel 29077c 0316 E, effective December 17, 2010.

However, the proposed "F" series maps, not yet adopted or effective, show a portion of the property lying within the Flood Hazard Area along with a designated floodway. The approximate limits of the hazard area shown on the proposed maps are reflected on this survey.

REVISIONS: | DATE: | BY:

SCALE: 1" = 60'
FIELD BY: JS, AL
DRAWN BY: DRB
CHECKED BY: JS

Final Plat
IRON GRAIN DISTRICT PHASE I
State Highway MM & Sawyer Road
Republic, Greene County, Missouri

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

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

STATE OF MISSOURI — DON RAY BERRY — NUMBER PLS-2004017829 — PROFESSIONAL LAND SURVEYOR

DATE: 2023-07-06
SHEET: 1 OF 1
PROJECT: 2123
FILE: 2123 – Magers Final Plat.dwg

AGENDA ITEM ANALYSIS

Project/Issue Name:	23-23 An Ordinance of the City Council Approving Execution of a Developer Agreement with Turner Residential Holding, LLC for the Continued Development of the Oak Hills Phase Three Residential Subdivision.
Submitted By:	Chris Tabor, BUILDS Department Principal Planner
Date:	August 22, 2023

Issue Statement

Turner Residential Holdings, LLC wishes to enter into a Developer's Agreement for the deferred construction of a 10" water main and Samuel Sturgis Avenue during the construction of the infrastructure associated with Phase 3 of Oak Hills.

Discussion and/or Analysis

The approved Preliminary Plat for Oak Hills requires the extension of a 10" water main parallel to West Farm Road 170 and the construction of Samuel Sturgis Avenue; the Developer is requesting deferment of both infrastructure improvements proportional to the combined number of lots in Phases 1 and 3 of the development.

The Oak Hill Subdivision consists of 135 residential lots; Phase 1 consists of 27 lots, or 20% of total development; Phase 3 consists of 19 lots, or 14.07% of total development. The combined total of both phases is 46 lots, or 34.07% of total development. The estimated cost of construction for the water main extension (1,464.5 LF) is $89,117.75. The estimated cost of construction of Samuel Sturgis Avenue, a collector class street (1,328 LF), is $713,839.59.

The Developer's Agreement financially secures 34.07% of the costs of construction for the remaining water main and for Samuel Sturgis Avenue for a period of four years. The proportional cost of the water main being secured is $30,362.42; The proportional cost Samuel Sturgis Avenue being secured is $243,205.15. The total amount being secured through the Developer's Agreement is $273,567.57. The developer must construct the required improvements or enter into a new Developer's Agreement with the City prior to the issuance of any additional permit for subsequent phases of development.

Recommended Action

Staff recommends approval of the Developer's Agreement.

AN ORDINANCE OF THE CITY COUNCIL APPROVING EXECUTION OF A DEVELOPER AGREEMENT WITH TURNER RESIDENTIAL HOLDING, LLC FOR THE CONTINUED DEVELOPMENT OF THE OAK HILLS PHASE THREE RESIDENTIAL SUBDIVISION

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, Turner Residential Holding, LLC ("Developer") is currently the owner of approximately 48.5 acres of real property located at/near 7012 West Farm Road 170 in Republic, Missouri ("Property"); and

WHEREAS, Developer is in the process of developing a residential subdivision on the Property; and

WHEREAS, on June 26, 2018, via Ordinance 18-31, the City Council approved of amendment to the Zoning Code and Official Zoning Map by re-zoning the Property from Agricultural (AG) to High Density Single Family Residential (Rl-H); and

WHEREAS, on April 16, 2019, via Resolution 19-R-10, the City Council approved of Developer's Preliminary Plat for the residential subdivision on the Property, then known as the A'Vila Residential Subdivision ("A'Vila"), consisting of approximately 139 lots; and

WHEREAS, on January 19, 2022, via Ordinance 22-27, the City Council approved of Developer's Final Plat for Phase 1 of the residential subdivision on the Property, now known as the Oak Hills Residential Subdivision ("Oak Hills"), consisting of 27 lots; and

WHEREAS, Developer has indicated its desire to continue development of Oak Hills, and specifically, Phase 3, which consists of approximately 19 lots; and

WHEREAS, as required by the Preliminary Plat, applicable City Ordinances and the City's adopted Transportation Plan, certain public improvements must be completed upon the Property; and

WHEREAS, Developer has requested the City defer certain infrastructure required to be constructed by Developer during construction of Oak Hills Phase 3; and

WHEREAS, the City has agreed to defer the requested infrastructure during construction of Phase 3 of Oak Hills, subject to certain terms and conditions set forth in a Developer Agreement between the City and Developer; and

WHEREAS, the Council finds the Developer Agreement is in the City's best interest as it will benefit the community through the continued economic growth and development in the City while preserving and protecting the City's rights in connection with said development.

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

Section 1: The City Administrator or his/her designee, on behalf of the City, is authorized to enter into a Developer Agreement with Turner Residential Holding, LLC for the

public improvements referenced herein, to be in substantially the same form as that attached hereto and labeled "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:

INFRASTRUCTURE DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT ("Agreement") is entered into this _____ day of _____, 2023, by and between the City of Republic, Missouri ("City") and Turner Residential Holding, LLC ("Developer"). City and Developer are referred to together herein as the "Parties."

WITNESSETH:

WHEREAS, Developer is currently the owner of approximately 48.5 acres of real property located at/near 7012 West Farm Road 170 in Republic, Missouri, more specifically identified in the legal description attached hereto and labeled **Exhibit A** (the "Property"); and

WHEREAS, Developer is in the process of developing a residential subdivision on the Property; and

WHEREAS, on June 26, 2018, via Ordinance 18-31, the City Council approved of amendment to the Zoning Code and Official Zoning Map by re-zoning the Property from Agricultural (AG) to High Density Single Family Residential (Rl-H); and

WHEREAS, on April 16, 2019, via Resolution 19-R-10, the City Council approved of Developer's Preliminary Plat for the residential subdivision on the Property, then known as the A'Vila Residential Subdivision ("A'Vila")1, consisting of approximately 139 lots; and

WHEREAS, on January 19, 2022, via Ordinance 22-27, the City Council approved of Developer's Final Plat for Phase 1 of the residential subdivision on the Property, then known as the Oak Hills Residential Subdivision ("Oak Hills"), consisting of 27 lots; and

WHEREAS, Developer has indicated its desire to continue development of Oak Hills by submitting the Preliminary Plat for Phase 3 of Oak Hills ("Phase 3 Preliminary Plat") to the City, which consists of approximately 19 lots, further described in **Exhibit B**, attached hereto and expressly incorporated by reference; and

WHEREAS, as required by the Phase 3 Preliminary Plat, applicable City Ordinances and the City's adopted Transportation Plan, certain public improvements must be completed upon the Property; and

WHEREAS, Developer has requested the City defer certain infrastructure required to be constructed by Developer during construction of Oak Hills, Phase 3; and

WHEREAS, the City has agreed to defer the requested infrastructure during construction of Phase 3 of Oak Hills, subject to the terms contained in this Agreement and approval by City Council.

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

1. Ability to Contract: Developer warrants that it has full ownership interest in the Property such that Developer has the legal authority and ability to enter into this Agreement and fulfill the terms contained herein.

[1] Developer has renamed the subdivision from A'Vila to Oak Hills. ln this Agreement, A'Vila and Oak Hills refer to the same subdivision and Property.

2. Infrastructure:

a. Developer acknowledges and agrees that construction of all required infrastructure for the Property, including all utility, stormwater, and road improvements, as shown on the Preliminary Plat, the City's adopted Transportation Plan and all other Adopted Master Plans of City, and as otherwise required under applicable City Ordinance(s), Rule(s) and Regulation(s), must be completed by Developer before City will issue or approve the final plat, unless otherwise expressly modified by way of this Agreement or subsequent, written agreement of all Parties, adopted by way of addendum to this Agreement. City accepts no ownership, liability, responsibility or otherwise for the installed utilities or infrastructure covered by this section.

b. City agrees to defer, during Phase 3 only of Oak Hills, the requirement for Developer to construct the infrastructure of the following ("Deferred Infrastructure"):

    1. One thousand three hundred twenty-eight linear feet (1,328 LF) along Samuel Sturgis Avenue (referred to as Leon Avenue in the Infrastructure Development Agreement for Oak Hills, Phase 1; dated May 5, 2021); and
    2. 10" water main extension along the northern boundary line of the Property adjacent to West Farm Road 170, extending from the intersection of Farm Road 170 and Lyon Avenue to the eastern boundary line of the Property, more specifically described in **Exhibit B**.

c. Developer acknowledges that construction of the Deferred Infrastructure is merely being deferred during construction of Phase 3 and that all required infrastructure of Oak Hills must still be completed by Developer in accord with the terms and provisions of the approved plans for Oak Hills. Nothing in this Agreement shall be construed as a waiver of the requirement that Developer complete construction of the Deferred Infrastructure.

d. Nothing in this Agreement shall be construed as requiring the City to construct or pay for any of the Deferred Infrastructure or any other infrastructure on the Property.

e. The Parties agree that the cost of the Deferred Infrastructure shall be calculated and determined based on a proportionate percentage of the total lots in Oak Hills using costs estimated based upon data available at the time this Agreement is executed, as follows:

    1. Per the Preliminary Plat, of the one hundred thirty-five (135) total lots in Oak Hills, twenty-seven (27) lots comprise Oak Hills Phase 1, the equivalent of 20% of the total lots in Oak Hills; and 19 lots comprise Oak Hills Phase 3, the equivalent of 14.07% of the total lots in Oak Hills.

    2. The combined proportional share of lots in Phase 1 and Phase 3 of Oak Hills equals 34.07% of the total lots of Oak Hills.

    3. Based upon relevant data available at the time of execution of this Agreement, the total estimated cost to construct the Deferred Infrastructure is $802,957.34.

    4. The proportionate share of Phase 1 and Phase 3 (34.07%) of the Deferred Infrastructure total estimated cost equals would be $273,567.57 ($243,205.15 of which accounts for Samuel Sturgis Avenue and $30,362.42 of which accounts for the water main extension).

    5. The Parties agree the costs shown in this section are merely estimates based upon the relevant data available at the time this Agreement is executed, and such estimates are neither intended to be nor shall be binding upon either party to pay the amounts shown herein; but rather, the actual costs of the Deferred

Infrastructure shall be paid by the responsible party once those costs are able to be determined with exactitude.

f. Developer agrees to secure, through either a letter of credit or other security deemed acceptable by the City and as payable to the City ("Surety"), the proportional amount(s) of the Deferred Infrastructure as set forth above in paragraph 2(e)(4)), which shall be held by the City as security for the construction of the Deferred Infrastructure. Developer agrees and acknowledges that the City will not issue any permits for Oak Hills until it receives the security from Developer as required by this paragraph.

g. The Surety shall be valid for a minimum period of four (4) years with an additional redemption period of six (6) months for the City to initiate, if necessary, collection efforts on the Surety.

h. Once the Deferred Infrastructure has been constructed in its entirety and to the satisfaction of the City within its sole discretion after the City has completed its inspection(s), the City shall return the Surety to Developer.

i. Should Developer fail to complete construction of the Deferred Infrastructure in its entirety within four (4) years after the date of execution of this Agreement, the City shall have, at its sole decision, the right to pursue any of the following:

    1. Pursuant to an amended agreement, extend the Surety on a year-by-year basis to allow for the completion of the Deferred Infrastructure; or

    2. Return the Surety to the Developer. At no time will the City return the Surety to anyone other than the Developer; or

    3. Collect the full amount of the Surety for use by the City. Should the City elect to collect the full amount of the Surety, the City shall be allowed to utilize the funds from the Surety to either complete the Deferred Infrastructure on the Property or use the funds for other infrastructure improvements in the City or a combination thereof as determined by the City.

3. Easements: Developer agrees to execute any easements and/or rights-of-way reasonably required in order for City to perform any work it may be obligated to perform under this Agreement and in order for City to provide future maintenance on the Property after Developer has completed its work. Said easements will be provided by Developer to City at no cost to City. The Parties additionally acknowledge and agree that City may need further easements and/or rights-of-way that allow for the extension of any work performed under this Agreement. The Parties agree to negotiate in good faith to allow City to acquire such further easements as become necessary from Developer. Should any easements and/or rights-of-way under this Agreement not be in use or no longer be necessary for the Parties to complete the Development, City agrees to take the reasonably necessary steps to vacate said easements and/or rights-of-way within ninety (90) days of being notified by Developer of its desire to vacate the easements and/or rights-of-way executed pursuant to this Agreement. The Parties agree and understand such vacation requires multiple steps, including a public hearing, a hearing and recommendation before City's Planning and Zoning Commission, and approval by City Council through an Ordinance.

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

5. Entire Agreement: This Agreement contains the entire Agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements unless excluded herein. This Agreement may not be modified or amended other than in writing as agreed to by the Parties.

6. Default by Developer and Termination: If through any cause, Developer shall fail to timely and satisfactorily fulfill its obligations under this Agreement, become insolvent, or violate any of the covenants, agreements or stipulations contained in this Agreement, City shall deliver written notice of the same to Developer and if such failure or violation is not cured within thirty days thereafter (or such longer period of time as is reasonably necessary so long as Developer begins to cure such failure or violation within such thirty-day period and thereafter diligently pursues the same to completion), City shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If City elects to terminate under this provision, City shall have the right to immediately collect on the Surety notwithstanding and without regard for the four (4) year period referenced in paragraph 2(i) of this Agreement.

7. Default by City and Termination: If through any cause, City shall fail to fulfill its obligations under this Agreement, become insolvent, or violate any of the covenants, agreements or stipulations contained in this Agreement, Developer shall deliver written notice of the same to City, and if such failure or violation is not cured within thirty (30) days thereafter (or such longer period of time as is reasonably necessary so long as City begins to cure such failure or violation within such thirty-day period and thereafter diligently pursues the same to completion), then Developer shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If Developer elects to terminate under this provision, Developer shall be responsible to reimburse City for all actual costs City incurs in completing any remaining work required under this Agreement. Termination of this Agreement shall be Developer' sole remedy for any default by City under this Agreement.

8. Jurisdiction and Venue: This Agreement shall be taken and deemed to have been fully executed and made by the Parties in the State of Missouri and thus is governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from this Agreement shall be in the Circuit Court of Greene County, Missouri.

9. Dispute: In the event City is the prevailing party in any litigation arising out of or relating to this Agreement, City shall be entitled to recover from the Developer all reasonable attorneys' fees and expenses actually incurred by City in enforcing its rights under this Agreement.

10. Liability: Nothing in this Agreement shall be construed to create any liability on behalf of City for any direct, special, indirect, liquidated, or consequential damages. Developer agrees that the type of work to be performed under this Agreement will cause damage to the Property, and Developer agrees that City shall not be liable for any damages caused to the Property outside of that necessary to complete the Public Improvements contemplated by this Agreement.

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

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

13. Survival: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns as provided in this Agreement. The Parties acknowledge and agree that the rights and benefits afforded Developer under this Agreement shall run with the Property and shall be enforceable by and for the benefit of any and all successor owners of the Property without further consideration to or consent by City. The Parties acknowledge and agree that at the request of any Party, a memorandum of this Agreement shall be duly executed by the Parties and recorded in the real estate records of Greene County, Missouri; provided, however, this Agreement shall be binding and enforceable as between City and any current or future owner of the Property without recording thereof.

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

15. Whereas Clauses: The "Whereas" clauses stated above are incorporated herein by reference.

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

17. Sovereign Immunity: In no event shall any language or requirement in this Agreement be construed as or constitute a waiver or limitation of City's defenses regarding sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.

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

19. Contingent Upon Funds and Approval: This Agreement is contingent upon City having sufficient funds available to perform the Work covered by this Agreement. Developer shall have no right of action against City in the event City is unable to perform its obligations under this Agreement as the result of insufficient funds. Further, this Agreement is subject to and conditioned upon approval by ordinance by the City Council.

20. Supplemental Agreements/Additional Action: The Parties agree to cooperate fully, to execute any supplemental agreements, and to take all additional actions that may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

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

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

a. This Agreement;
b. Exhibit A – Legal Description;
c. Exhibit B – Approved Development Plan;
d. Any properly executed amendments or addendums.

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

To City:	City of Republic, Missouri Attn: City Administrator 213 North Main Street Republic, Missouri 65738
To Developer:	Turner Residential Holding, LLC ATTN: Shawn Turner 328 South Ave Springfield, Missouri 65806

[SIGNATURES ON FOLLOWING PAGE, Page 7 of 7]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

TURNER RESIDENTIAL HOLDING, LLC:

By: _____
(Signature)

_____
(Printed Name)

_____
(Title)

CITY OF REPUBLIC, MISSOURI

By: _____
David Cameron, City Administrator

Approved as to Finance/Budget:

_____
Bob Ford, Finance Director

Approved as to Form:

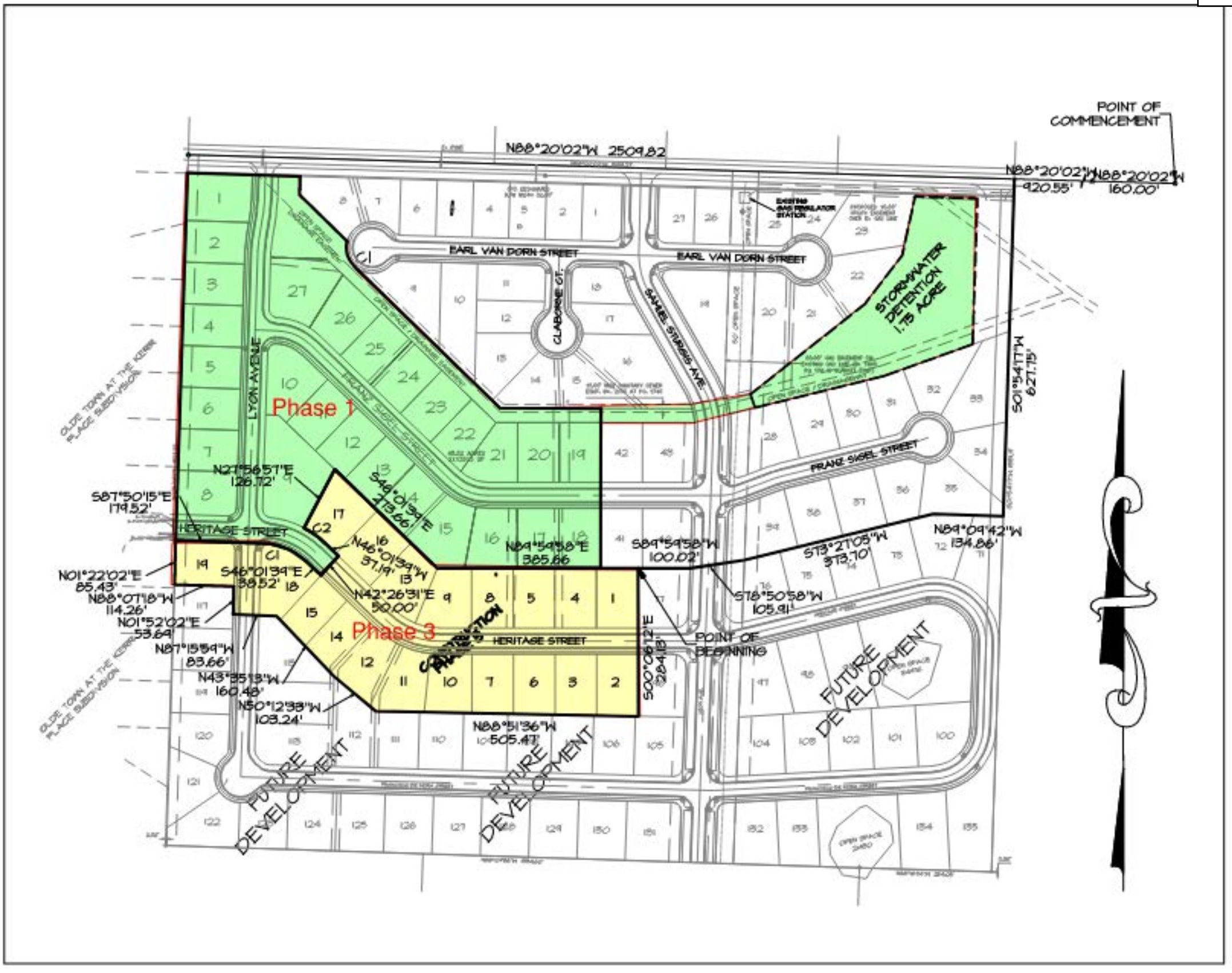
_____
Megan McCullough, City Attorney

Exhibit A

BOOK 2018, PAGE 00642818

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

COMMENCING AT AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF SAID NE1/4; THENCE N88°20'02"W, ALONG THE NORTH LINE OF SAID NE1/4 OF THE NE1/4, A DISTANCE OF 160.00 FEET TO AN IRON PIN SET AT THE NORTHWEST CORNER OF TRACT 2 AS DESCRIBED IN BOOK 2004 AT PAGE 057458-04 IN THE GREENE COUNTY RECORDER'S OFFICE; THENCE N88°20'02"W, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 920.55 FEET TO AN IRON PIN SET FOR A POINT OF BEGINNING; THENCE S01°54'17"W, A DISTANCE OF 1331.90 FEET TO AN IRON PIN SET ON THE SOUTH LINE OF SAID NE1/4 OF THE NE1/4; THENCE N88°18'57"W, ALONG SAID SOUTH LINE, A DISTANCE OF 254.05 FEET TO AN EXISTING IRON PIN AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF SAID NE1/4; THENCE N88°09'36"W, ALONG THE SOUTH LINE OF SAID NW1/4 OF THE NE1/4, A DISTANCE OF 1334.60 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF SAID NW1/4 OF THE NE1/4, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 17 IN OLDE TOWN AT THE KERR PLACE, A RECORDED SUBDIVISION IN GREENE COUNTY, MISSOURI; THENCE N01°52'42"E, ALONG THE WEST LINE OF SAID NW1/4 OF THE NE1/4, ALSO BEING THE EAST LINE OF SAID OLDE TOWN AT THE KERR PLACE, A DISTANCE OF 1327.77 FEET TO AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF SAID NW1/4 OF THE NE1/4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID OLDE TOWN AT THE KERR PLACE; THENCE S88°20'02"E, ALONG THE NORTH LINE OF SAID NW1/4 OF THE NE1/4 AND THE NORTH LINE OF SAID NE1/4 OF THE NE1/4, A DISTANCE OF 1589.26 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 48.5195 ACRES (MORE OR LESS) AND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.



PROJECT MAP

SCALE: 1" = 200.0'

AGENDA ITEM ANALYSIS

Project/Issue Name:	23-24 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately Four (4) Acres of Real Property Located at 1192 South State Highway MM, from Agricultural (AG) to Heavy Industrial (M-2).
Submitted By:	Chris Tabor, Principal Planner
Date:	August 22, 2023

Issue Statement

Susan Beine has applied to change the Zoning Classification of approximately 4 acres of property located at 1192 S St Hwy MM from Agricultural (AG) to Heavy Industrial (M-2).

Discussion and/or Analysis

The property subject to this Rezoning Application consists of approximately 4 acres of land located at 1192 S St Hwy MM; the property is currently the site of an unoccupied residence.

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:** Coordinate infrastructure development through the encouragement of redevelopment and integration of the former Brookline area.
    - **Objective:** Support the development of an industrial/commercial center where infrastructure and transportation exist.

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

The subject property fronts St Hwy MM, which operates as an industrial corridor within the city. The general trend of this area has been a transition from agricultural zoned properties and residential uses to manufacturing and commercial uses in conjunction with planned infrastructure improvements.

Compatibility with Surrounding Land Uses

The subject property is adjacent to an Agricultural (AG) zoned parcel bordering both the north and east property lines. To the south is a second Agricultural (AG) zoned parcel. Across St Hwy MM is the Republic Industrial subdivision, a preliminary platted Heavy Industrial (M-2) zoned subdivision consisting of five parcels.

The Heavy Industrial (M-2) Zoning District is intended to support manufacturing and industrial related uses.

Capacity to Serve Potential Development and Land Use

Municipal Water and Sewer Service:

City Water and Sewer systems have capacity to serve this property if the application is approved.

Actual development of the property will require connecting to municipal water and sewer mains not currently located near the property. The provision of sewer service to the property will require the construction of a lift station to serve the basin in which the subject property resides. The precise path effluent would take to the Wastewater Treatment Facility is dependent on the siting of utilities and structures but is likely to flow from the site to Brookline North Lift Station, to Brookline South Lift Station, to Mcelhaney Lift Station and then to the Wastewater Treatment Facility.

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

Transportation:

The City waived the requirement for a Traffic Impact Study (TIS) in relation to this Rezone Application based on the presence of existing access from the site to St Hwy MM, a primary arterial class road set for anticipated expansion to 5 lanes in Fall of 2024.

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

Sinkholes: The subject property **does** contain an identified sinkhole.

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 FOUR (4) ACRES OF REAL PROPERTY LOCATED AT 1192 SOUTH STATE HIGHWAY MM, FROM AGRICULTURAL (AG) TO HEAVY INDUSTRIAL (M-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 from Wilson's Creek Villas LLC ("Applicant") for an amendment to the Zoning Code and Official Zoning Map by rezoning approximately 4 acres of real property located at 1192 South State Highway MM subdivision from Agricultural (AG) to Heavy Industrial (M-2); and

WHEREAS, the City submitted the Application to the Planning and Zoning Commission ("Commission") and set a public hearing before the Commission for July 10, 2023; and

WHEREAS, the City published notice of the time and date of the public hearing at least fifteen (15) days in advance, on June 21, 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 as scheduled on July 10, 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 four (4) Ayes to zero (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 July 18, 2023, and submitted for second read at its regular meeting on August, 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 four (4) acres of real property located at 1192 South State Highway MM, more fully identified in the legal description below, from Agricultural (AG) to Heavy Industrial (M-2):

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWENTY-SIX (26), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-THREE (23), IN GREENE COUNTY, MISSOURI, THENCE NORTH 208.75 FEET, THENCE EAST 835 FEET, THENCE SOUTH 208.75 FEET, THENCE WEST 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:

REPUBLIC MISSOURI

Project
Rezone

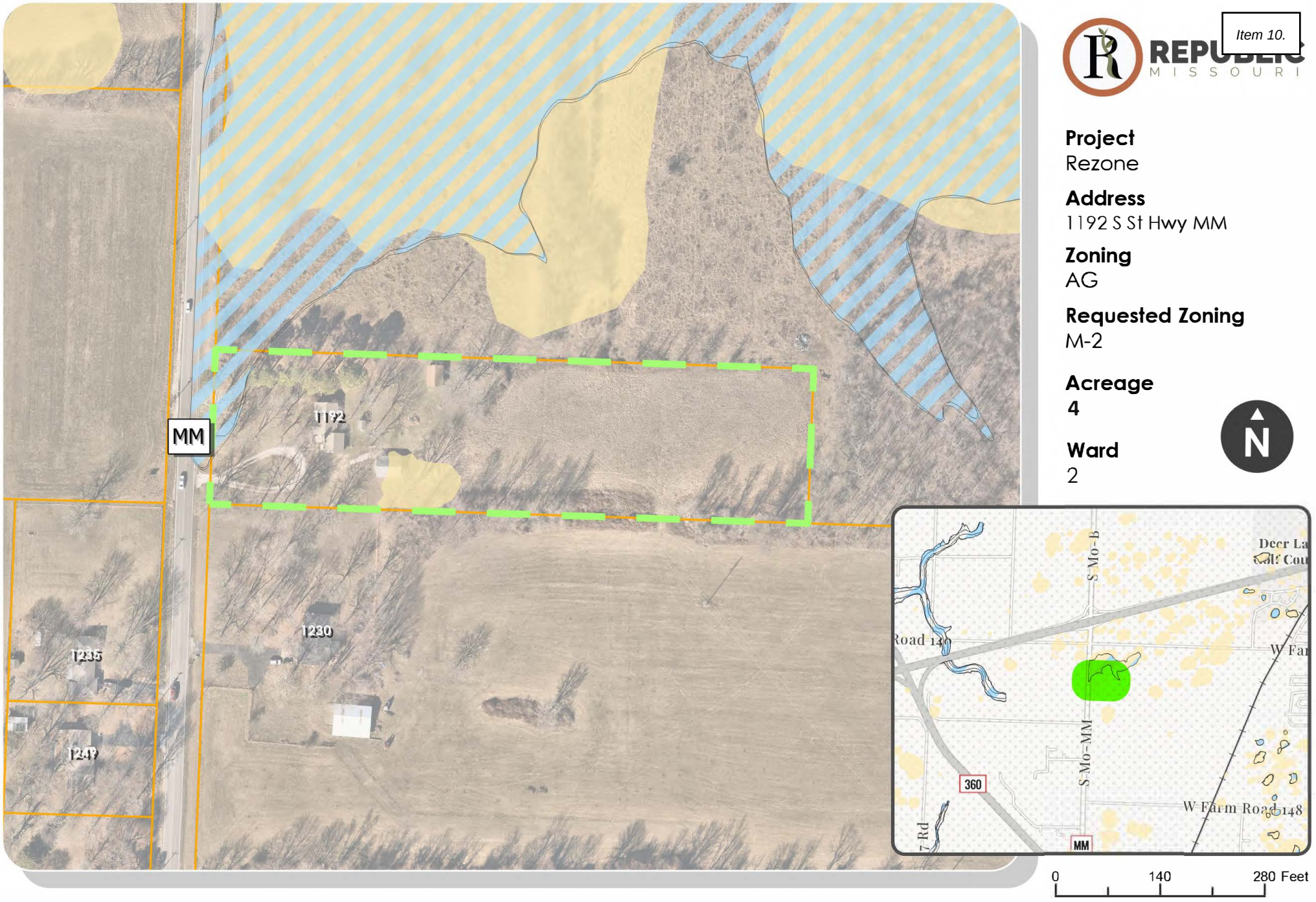
Address
1192 S St Hwy MM

Zoning
AG

Requested Zoning
M-2

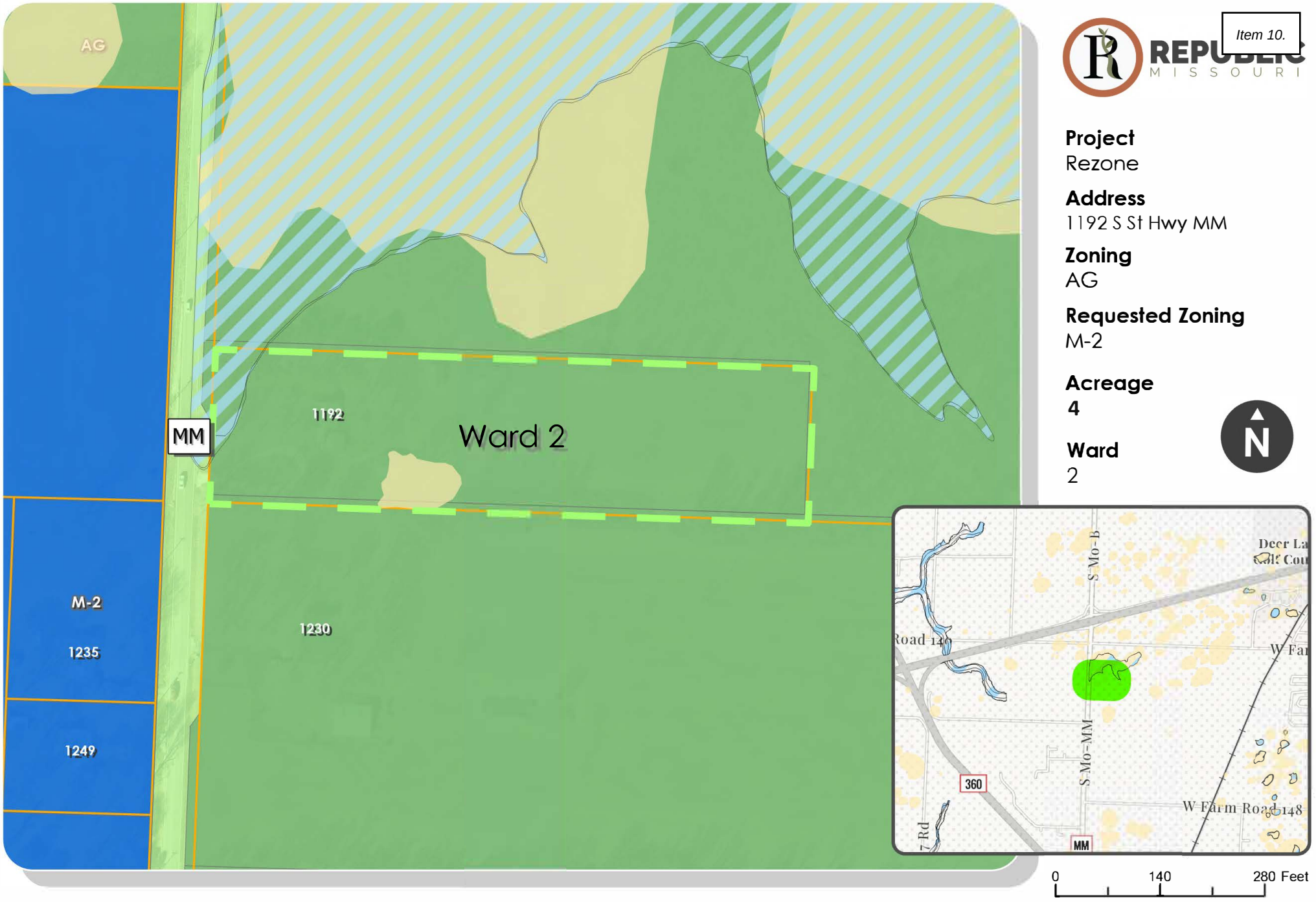
Acreage
4

Ward
2



REZN 23-003

Site Extent
Floodplain
Sinkholes
Parcels Greene County



Project
Rezone

Address
1192 S St Hwy MM

Zoning
AG

Requested Zoning
M-2

Acreage
4

Ward
2

REZN 23-003

Site Extent
Floodplain
Sinkholes
Parcels Greene County

Findings of Fact

REPUBLIC
MISSOURI
GROWING TOGETHER

Date of Hearing:	Time:	Type of Application:
07/10/2023	6:00	Rezone

Name of Applicant:	Location:
1192 S St Hwy MM (REZN 23-003)	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:	Commissioner Signature:	Date:
CYNTHIA HYDER	C. Hyder	7/10/23

Findings of Fact

REPUBLIC MISSOURI
GROWING TOGETHER

Date of Hearing:	Time:	Type of Application:
07/10/2023	6:00	Rezone

Name of Applicant:	Location:
1192 S St Hwy MM (REZN 23-003)	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	(X) Yes	( ) No
Conforming to the City's adopted Transportation Plan	(X) Yes	( ) No
Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.)	(X) Yes	( ) No
Compatible with surrounding land uses	(X) Yes	( ) No
Able to be adequately served by municipal infrastructure	(X) Yes	( ) No
Aligned with the purposes of RSMo. 89.040	(X) Yes	( ) No

Statement of Relevant Facts Found:

AG to M-2 4 acres on St Hwy MM
AG to North, South, + East
M-2 is platted across the street
Water + Sewer available w/ capacity to build out to
Sinkhole on site

Synchronous with the general trend of rezoning in the area

Based on these findings, I have concluded to recommend the application to the City Council for: (X) Approval ( ) Denial

Commissioner Name:	Commissioner Signature:	Date:
Brian Dabrowa	B	7-10-23

Findings of Fact

REPUBLIC MISSOURI GROWING TOGETHER

Date of Hearing:	Time:	Type of Application:
07/10/2023	6:00	Rezone

Name of Applicant:	Location:
1192 S St Hwy MM (REZN 23-003)	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:	Commissioner Signature:	Date:
Jeff Hays		7/10/23

Findings of Fact

REPUBLIC
MISSOURI
GROWING TOGETHER

Date of Hearing:	Time:	Type of Application:
07/10/2023	6:00	Rezone

Name of Applicant:	Location:
1192 S St Hwy MM (REZN 23-003)	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:	Commissioner Signature:	Date:
Ryan A Ellis III	Ryan A Ellis	7/10/23

AGENDA ITEM ANALYSIS

Project/Issue Name:	23-25 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately One Point One (1.1) Acres of Real Property Located at 2314, 2318, 2326 and 2330 East Timber Oak Street, from The 12 Stones Planned Development District (PDD) to Two-Family Residential (R-2).
Submitted By:	Chris Tabor, Principal Planner
Date:	August 22, 2023

Issue Statement

Wilson's Creek Villas LLC has applied to change the Zoning Classification of approximately 1.1 acres of property consisting of lots 2 through 5 of the Wilson's Creek Villas subdivision from 12 Stones Planned Development District (PDD) to Two-Family (R-2).

Discussion and/or Analysis

The property subject to this Rezoning Application consists of approximately 1.1 acres of land within the Wilson's Creek Villas subdivision; all subject properties are currently vacant. The precise location of the subject properties are as follows:

- 2314 East Timber Oak Street
- 2318 East Timber Oak Street
- 2326 East Timber Oak Street
- 2330 East Timber Oak Street

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 residential uses of varying intensities.

Compatibility with Surrounding Land Uses

The subject property is adjacent to High-Density Single-Family Residential (R1-H) lots to the east, Greene County-zoned Suburban Residence (R-1) lots to the south, and two-family lots in the Oak Court Place Planned Development District to the west.

Greene County's Suburban Residence (R-1) zoning district is intended to provide for detached single-family residential development in areas with access to public utilities services.

The Two-Family Residential (R-2) Zoning District is intended to permit duplex-style dwellings.

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 properties will have driveway access along E. Timber Oak St.

A Traffic Impact Study (TIS) was not required for the Rezoning Application.

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 ONE (1.1) ACRES OF REAL PROPERTY LOCATED AT 2314, 2318, 2326 AND 2330 EAST TIMBER OAK STREET, FROM THE 12 STONES PLANNED DEVELOPMENT DISTRICT (PDD) TO TWO-FAMILY RESIDENTIAL (R-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 from Wilson's Creek Villas LLC ("Applicant") for an amendment to the Zoning Code and Official Zoning Map by rezoning approximately 1.1 acres of real property consisting of four lots (Lots 2 through 5) within the Wilson's Creek Villas subdivision from the 12 Stones Planned Development District (PDD) to Two-Family Residential (R-2); and

WHEREAS, the City submitted the Application to the Planning and Zoning Commission ("Commission") and set a public hearing before the Commission for July 10, 2023; and

WHEREAS, the City published notice of the time and date of the public hearing at least fifteen (15) days in advance, on June 21, 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 as scheduled on July 10, 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 four (4) Ayes to zero (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 July 18, 2023, and submitted for second read at its regular meeting on August, 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 1.1 acres of real property consisting of four lots (Lots 2 through 5) within the Wilson's Creek Villas subdivision, more fully identified in the legal description(s) below, from the 12 Stones Planned Development District (PDD) to Two-Family Residential (R-2:

DESCRIPTION OF AREA TO REZONE

THAT CERTAIN PARCEL OR TRACT OF LAND BEING LOCATED IN THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 28 NORTH, RANGE 23 WEST, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID EAST 1/4 OF THE WEST 1/2;
THENCE, S02°10'30"W, ALONG THE WEST LINE OF SAID EAST 1/2 OF THE WEST 1/2, A DISTANCE OF 20.00 FEET TO A POINT ON THE APPARENT SOUTH RIGHT-OF-WAY LINE OF FARM ROAD 174, AND THE POINT OF BEGINNING;
THENCE, S02°10'34"W, A DISTANCE OF 379.23 FEET;
THENCE, S01°57'44"W, A DISTANCE OF 764.20 FEET TO THE POINT OF BEGINNING;
THENCE, S88°34'08"E, A DISTANCE OF 217.61 FEET TO A POINT OF CURVATURE TO THE RIGHT;
THENCE, ALONG SAID CURVE OT THE RIGHT, SAID CURVE HAVING A RADIUS OF 475.10 FEET, AN ARC DISTANCE OF 45.99 FEET, A CENTRAL ANGLE OF 05°32'47", ALONG A CHORD BEARING S85°47'45"E, A CHORD DISTANCE OF 45.97 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT;
THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 653.84 FEET, AN ARC DISTANCE OF 73.14 FEET, A CENTRAL ANGLE OF 06°24'33", ALONG A CHORD BEARING S84°53'54"E, A CHORD DISTANCE OF 73.10 FEET;
THENCE, S88°11'37"E, A DISTANCE OF 0.90 FEET;
THENCE, S01°48'23"W, A DISTANCE OF 141.67 FEET;
THENCE, N88°47'40"W, A DISTANCE OF 337.884 FEET;
THENCE, N01°57'44"E, A DISTANCE OF 149.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.1 ACRES, MORE OR LESS.

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.

_____
Matt Russell, Mayor

Attest:

_____

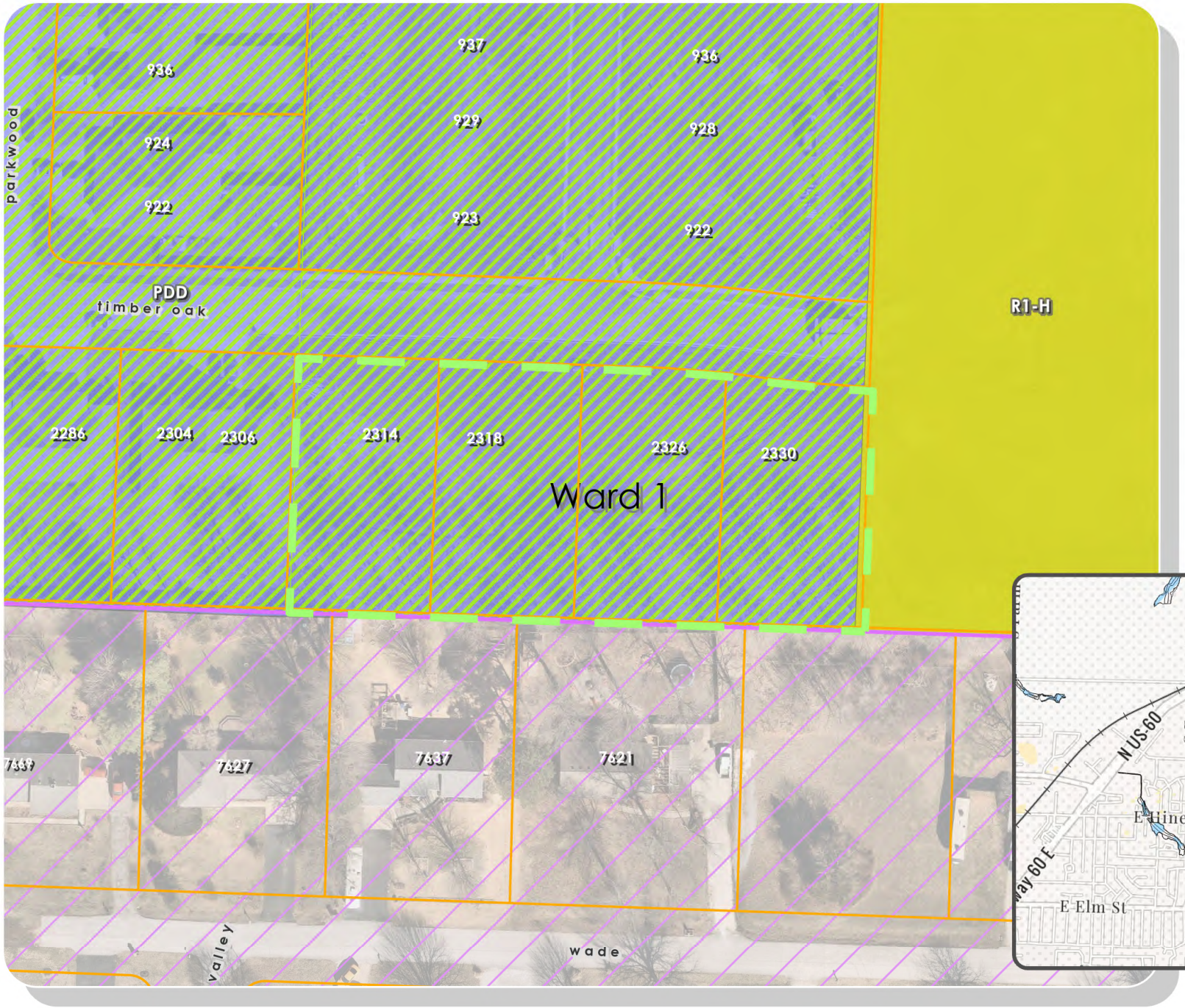
Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



Project
Rezone

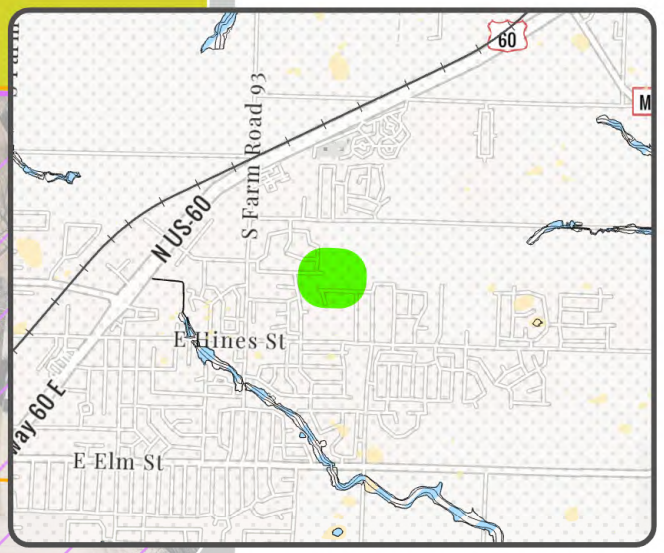
Address
2314-2330 E Timber Oak St

Zoning
PDD

Requested Zoning
R-2

Acreage
1.1

Ward
1



0 70 140 Feet

REZN 23-004

Site Extent
Floodplain
Sinkholes
Parcels Greene County

REPUBLIC MISSOURI

Project
Rezone

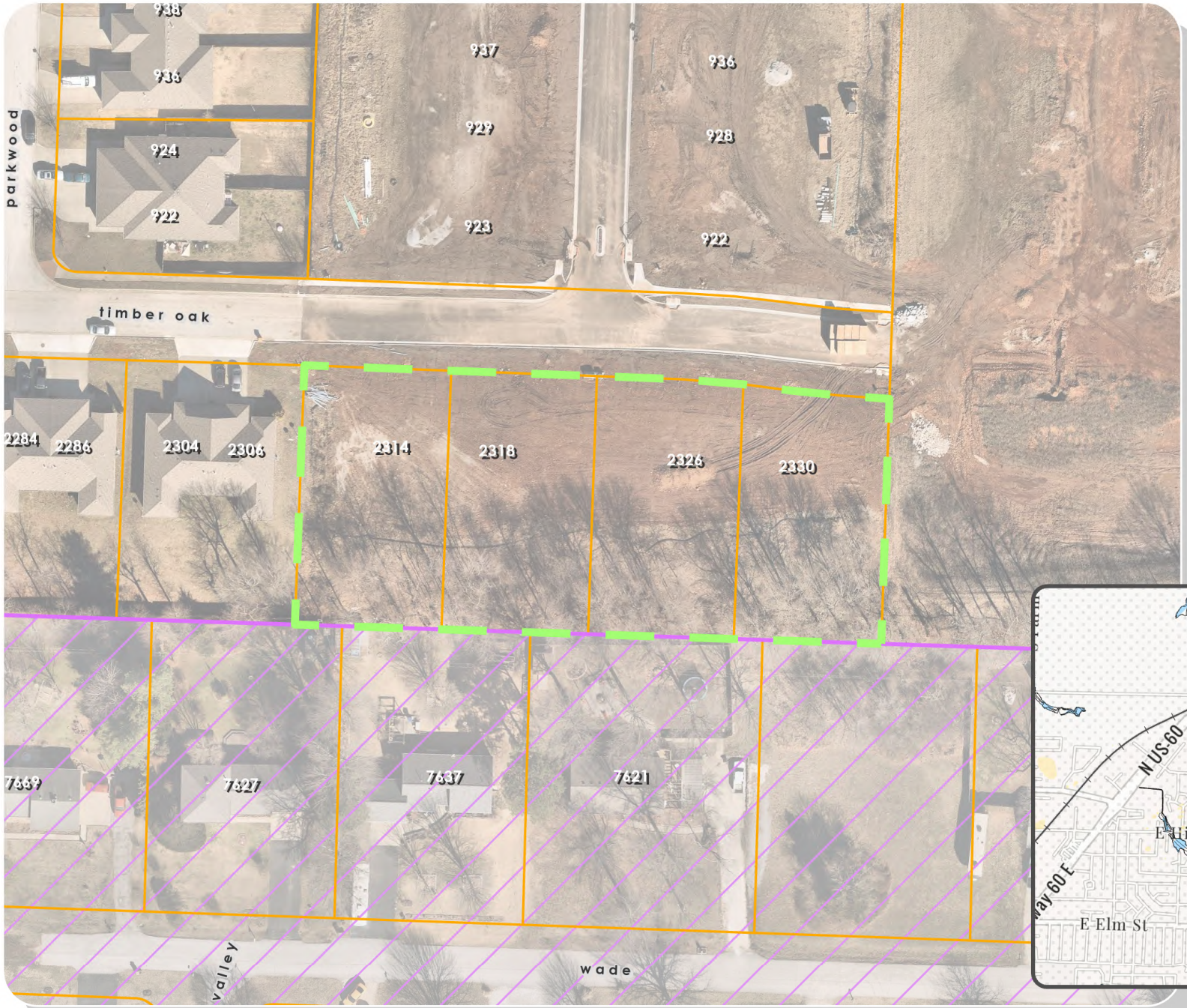
Address
2314-2330 E Timber Oak St

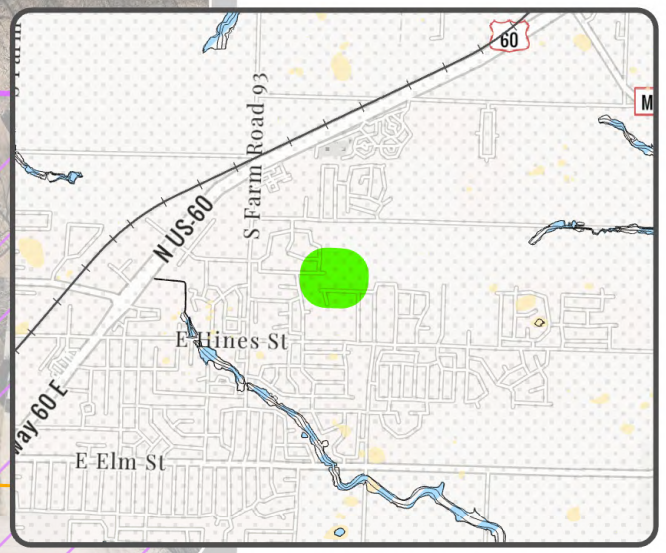
Zoning
PDD

Requested Zoning
R-2

Acreage
1.1

Ward
1





0 70 140 Feet

REZN 23-004

Site Extent
Floodplain
Sinkholes
Parcels Greene County

Findings of Fact

REPUBLIC MISSOURI
GROWING TOGETHER

Date of Hearing:	Time:	Type of Application:
07/10/2023	6:00	Rezone

Name of Applicant:	Location:
Wilson's Creek Villas Lots 2-5 (REZN 23-004)	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:

Concerns: Buffering & Storm ~~water~~ water run off.

Explained by Chris & Garett.

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

Commissioner Name:	Commissioner Signature:	Date:
CYNTHIA HYDER	C. Hyder	7/10/23

Findings of Fact

REPUBLIC MISSOURI GROWING TOGETHER

Date of Hearing: 07/10/2023

Time: 6:00

Type of Application: Rezone

Name of Applicant: Wilson's Creek Villas Lots 2-5 (REZN 23-004)

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	(Y) Yes	( ) No
Conforming to the City's adopted Transportation Plan	(Y) Yes	( ) No
Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.)	(Y) Yes	( ) No
Compatible with surrounding land uses	(Y) Yes	( ) No
Able to be adequately served by municipal infrastructure	(Y) Yes	( ) No
Aligned with the purposes of RSMo. 89.040	(Y) Yes	( ) No

Statement of Relevant Facts Found:

4 properties of 12 stones PPD to R-2

City Facilities can support the development

Citizen concerns about water runoff from developed area to houses on Wade street.

Type A screen b/w R-1 and R-2 - Addresses concern about brush removal

Based on these findings, I have concluded to recommend the application to the City Council for: (Y) Approval ( ) Denial

Commissioner Name: Brian Dorbrava

Commissioner Signature: B

Date: 7-10-23

Findings of Fact

REPUBLIC
MISSOURI
GROWING TOGETHER

Date of Hearing:	Time:	Type of Application:
07/10/2023	6:00	Rezone

Name of Applicant:	Location:
Wilson's Creek Villas Lots 2-5 (REZN 23-004)	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:	Commissioner Signature:	Date:
Jeff Hays		7/10/23

Findings of Fact

REPUBLIC
MISSOURI
GROWING TOGETHER

Date of Hearing:	Time:	Type of Application:
07/10/2023	6:00	Rezone

Name of Applicant:	Location:
Wilson's Creek Villas Lots 2-5 (REZN 23-004)	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:	Commissioner Signature:	Date:
Ransom Ellis		7/10/23

AGENDA ITEM ANALYSIS

Project/Issue Name:	23-26 An Ordinance of the City Council Authorizing the City Administrator to Execute an Agreement with the City of Springfield, Missouri for the Purchase of Programming Code to Design an Interface for Transferring Information from the Republic Police Department to the Prosecuting Attorney Management System.
Submitted By:	Megan McCullough, City Attorney
Date:	August 22, 2023

Issue Statement

To approve an agreement with the City of Springfield for certain programming code designed to assist the City in developing code required to interface the Republic Police Department's records management system, Niche, with the Prosecuting Attorney Management System used for filing citations with the Court.

Discussion and/or Analysis

The City of Springfield developed a computer program that allows data from the Springfield Police Department's Records Management System ("Niche") to be automatically transferred to the Prosecuting Attorney Management System (PAMS), used by municipal prosecutors to file citations with the court. The Republic Police Department also uses Niche for issuance of tickets. Currently, the City's Prosecuting Attorney retrieves all citations data from Niche and manually transfers the data to the portal required for filing citations with the Republic Municipal Court ("Show-Me Courts"). In order to automate the process of data transfer from Niche (entry point) to Show-Me Courts (destination point), the City will need develop its own code that essentially enables Niche to communicate with PAMS, which then auto-transfers the data to Show-Me Courts.

The programming code Springfield has offered to provide the City would allow the City to more quickly and efficiently develop the code necessary for process automation. The City would take the code provided by Springfield to a program developer (with separate approval from council), who would write the City's personalized code for interfacing the involved programs. The code provided by Springfield will benefit the City by significantly reducing the cost of a program developer and reducing the time required for development of the interface. Springfield has agreed to provide the code for the total cost of $10.00.

The development of a program is still under consideration and would be presented to Council for approval before moving forward. This is a no-risk first step that will reduce the time waiting for the development of the program if staff decide to move forward with the developer.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH THE CITY OF SPRINGFIELD, MISSOURI FOR THE PURCHASE OF PROGRAMMING CODE TO DESIGN AN INTERFACE FOR TRANSFERRING INFORMATION FROM THE REPUBLIC POLICE DEPARTMENT TO THE PROSECUTING ATTORNEY MANAGEMENT SYSTEM

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

WHEREAS, the City of Springfield ("Springfield") Information Systems Department developed a programming interface capable of transferring data from citations issued by the Springfield Police Department in the law enforcement information management system Niche ("Niche") to the Prosecuting Attorney Management System ("PAMS"); and

WHEREAS, the Republic Police Department utilizes Niche to issue citations for law violations committed in the City;

WHEREAS, currently, the City's Prosecuting Attorney's Office retrieves all citations data from Niche and manually transfers the data to the portal required for filing citations with the Republic Municipal Court ("Show-Me Courts"); and

WHEREAS, the City desires to automate the transfer of this data from Niche to Show-Me Courts, which requires certain programming code to interface Niche with PAMS; and

WHEREAS, Springfield has offered to sell a component of the necessary programming code to the City pursuant to the terms of a contract between Springfield and the City, which will ultimately allow the City to develop its personalized interface between Niche and PAMS more quickly and cost-efficiently.

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

Section 1: The City Administrator or his/her designee, on behalf of the City, is authorized to enter into a contract with the City of Springfield, Missouri, for the purchase of certain programming code that will assist the City in developing its interface required to transfer data from the Republic Police Department to the Prosecuting Attorney Management System, to be in substantially the same form as that attached hereto and labeled "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 are hereby specifically incorporated herein by reference.

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

Section 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:

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	

(X) NEW CONTRACT

CITY OF SPRINGFIELD	CITY OF REPUBLIC
City of Springfield **840 Boonville** **Springfield, MO 65802** **Phone: 417-864-1626 Fax: 471-864-1122** **Attn: Neil Slagle, Director of Information Systems**	**City of Republic, Missouri** **204 North Main Avenue** **Republic, MO 65738** **Phone: Fax:** **Attn:** **Email:**

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 20___, by the parties identified above,

WITNESSETH:

THAT, WHEREAS, the City of Springfield Information Systems Department developed a software batch program (the "Programming Interface") that queries citations issued by the Springfield Police Department from the Niche Records Management System ("Niche") and sends information from the citations to the Prosecuting Attorney Management System ("PAMS"); and

WHEREAS, the City of Republic desires to use the Programming Interface to convey citations issued by the Republic Police Department from Niche to PAMS; and

WHEREAS, the City of Springfield finds that transferring the Programming Interface to the City of Republic serves the public purpose of promoting efficiency in government operations.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

1. **Transfer of the Programming Interface**. The City of Springfield agrees to provide the Programming Interface to the City of Republic. The City of Springfield is under no obligation to provide any maintenance, support, or updates of the Programming Interface after it is provided to the City of Republic. The City of Republic shall not transfer or sell the Programming Interface to any third party without first obtaining the City's express written permission, except the City of Republic may transfer the Programming Interface to no more than one (1) third party software developer solely for the purpose of developing the City of Republic's fully integrated product, at the City of Republic's sole expense. In the event the City of Republic shall hereafter determine a need to transfer the Programming Interface to any third party other than the aforementioned third party developer, the City shall obtain the written content of the City of Springfield prior to making any such transfer.

2. **Payment**. In consideration for the City of Springfield providing the Programming Interface, the City of Republic agrees to pay the City of Springfield the sum of ten and 00/100 dollars ($10.00).

3. **Exchange of Data**. All information, data, and reports in the City of Springfield's possession and necessary for installation and use of the Interface shall be furnished to the City of Republic, and the parties shall reasonably cooperate in connection with this Contract.

4. **Term**. Performance of this Contract shall commence as soon as practicable after the execution of this Contract and shall terminate upon the City of Springfield's transfer of the Programming Interface to the City of Republic.

5. **NO WARRANTIES. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE CITY OF SPRINGFIELD IS PROVIDI PROGRAMMING INTERFACE "AS IS." THE CITY OF SPRINGFIELD EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ALL KIND, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE PROGRAMMING INTERFACE OR ITS FITNESS FOR A PARTICULAR PURPOSE. THE CITY OF SPRINGFIELD EXPRESSLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

6. **Termination of Contract.** Either party may terminate this Contract in its entirety by giving the other party fifteen (15) days written notice.

7. **Conflicts**. No salaried officer or employee of the City of Springfield and no member of the Springfield City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Contractor.

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

9. **Confidentiality of Documents; Missouri Sunshine Law**. Except as required by Chapter 610 of the Revised Statutes of Missouri ("Sunshine Law") to make information constituting an "open record" under the Sunshine Law publicly available, the Programming Interface and any associated reports, data, designs, or similar information given to the City of Republic from the City of Springfield under this Contract shall be kept as confidential and shall not be made available to any individual or organization by the City of Republic without prior written approval of the City of Springfield.

10. **Liability**. Both the City of Springfield and the City of Republic hereby release and hold harmless the other,their Boards, Councils, agents, officers, employees, successors and assigns with respect to any and all injury, death, loss or damage to person or property, whether caused by negligence or otherwise, in any way related to use of the Programming Interface. Nothing contained herein shall be considered a waiver of the defenses by either party of sovereign immunity, official immunity,or the public duty doctrine.

11. **Notices**. All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail (if to Contractor), or by first class mail addressed to City or Contractor at the addresses shown above. The date of delivery of any notice provided by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission or electronic mail (if to Contractor) shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the location of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

12. **Jurisdiction**. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

13. **Entire Agreement**. This Contract contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto, and signed by both parties.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____
City Attorney or designee

_____
Director of Finance or Acting Director

APPROVED AS TO FORM

CITY OF REPUBLIC, MISSOURI:

By:_____

Name & Title:_____

CITY OF SPRINGFIELD, MISSOURI

By:_____
City Manager or designee

AGENDA ITEM ANALYSIS

Project/Issue Name:	23-27 An Ordinance of the City Council Approving Execution of a Developer Agreement with Shuyler Ridge LLC for Development of Phase Four of The Lakes at Shuyler Ridge Subdivision.
Submitted By:	Chris Tabor, Principal Planner
Date:	August 22, 2023

Issue Statement

Shuyler Ridge LLC wishes to enter into a Developer's Agreement for the deferred construction of Bailey Avenue during the construction of the infrastructure associated with Phase 4 of The Lakes at Shuyler Ridge.

Discussion and/or Analysis

The approved Development Plan for the requires the construction of a portion Bailey Avenue, a secondary arterial class street, as depicted by the City of Republic Major Thoroughfare Plan. The Developer is requesting deferral of Bailey Avenue proportional to the combined number of lots in Phases 3 and 4 of the development. A similar Developer's Agreement was approved by City Council when Phase 3 was preparing to construct infrastructure.

Like the Developer's Agreement approved for Phase 3, the calculations for the total number of lots used to determine the proportional share of the street cost in this Developer's Agreement exclude Phases 1 and 2 of the subdivision. The area of the Lakes at Shuyler Ridge Subdivision pertinent to the Developer's Agreement includes a total of 282 residential lots. This sum consists of Phase 3 (62 lots), Phase 4 (38 lots) and the lots allowable in all future remaining phases (182 lots). The combined total of lots in Phases 3 and 4 (100 lots) represents 34.76% of the total development area considered for the purposes of the Developer's Agreement. The estimated cost of construction of Bailey Avenue, a secondary arterial class street (3,400 LF), is $1,647,031.67.

The Developer's Agreement financially secures 34.76% of the costs of construction for Bailey Avenue for a period of four years. The proportional cost of Bailey Avenue being secured is $572,508.20, which represents the total amount being secured through the Developer's Agreement. The developer must construct the required improvements or enter into a new Developer's Agreement with the City prior to the issuance of any additional permit for subsequent phases of development.

Recommended Action

Staff recommends approval of the Developer's Agreement.

AN ORDINANCE OF THE CITY COUNCIL APPROVING EXECUTION OF A DEVELOPER AGREEMENT WITH SHUYLER RIDGE, LLC FOR THE DEVELOPMENT OF PHASE FOUR OF THE LAKES AT SHUYLER RIDGE SUBDIVISION

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, Shuyler Ridge, LLC ("Developer") is the owner and developer of real property located along West Farm Road 194 in Republic, Missouri, known as The Lakes at Shuyler Ridge ("Property"); and

WHEREAS, the Lakes at Shuyler Ridge was approved as a Plot Assignment District in Greene County on January 5, 2005 and included the approval of a preliminary plat (PDD Development Plan) that generally conformed to the City's requirements for preliminary platting; and

WHEREAS, the City annexed the entirety of the Plot Assignment District known as the Lakes at Shuyler Ridge on August 25, 2014; and

WHEREAS, the City previously entered into development agreements with Developer, which City Council approved by Ordinance No. 14-22 and Ordinance No. 20-32; and

WHEREAS, as required by the Preliminary Plat, applicable City Ordinances and the City's adopted Transportation Plan, certain public improvements must be completed upon the Property; and

WHEREAS, Developer is prepared to construct Phase 4 of the Property and has requested the City defer certain infrastructure required to be constructed by Developer during construction of Phase 4; and

WHEREAS, the City has agreed to defer the requested infrastructure during construction of Phase 4, subject to certain terms and conditions set forth in a Developer Agreement between the City and Developer; and

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

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

Section 1: The City Administrator or his/her designee, on behalf of the City, is authorized to enter into a Developer Agreement with Shuyler Ridge, LLC for the public improvements referenced herein, to be in substantially the same form as that attached hereto and labeled "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:

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INFRASTRUCTURE DEVELOPER AGREEMENT

THIS INFRASTRUCTURE DEVELOPER AGREEMENT ("Agreement") is entered into this _____ day of _____, 2023, by and between the City of Republic, Missouri ("City") and Shuyler Ridge, LLC ("Developer"). City and Developer are referred to together herein as the "Parties."

WITNESSETH:

WHEREAS, Developer is currently the owner of real property located along West Farm Road 194 in Republic, Missouri, including that area within Phase 4 as depicted in the map attached hereto and labeled **Exhibit A** (the "Property"); and

WHEREAS, Developer is in the process of developing a residential subdivision known as 'The Lakes at Shuyler Ridge' (the "Subdivision") on the Property; and

WHEREAS, the Subdivision was approved as a Plot Assignment District in Greene County on January 5, 2005 and included the approval of a preliminary plat (PDD Development Plan) that generally conformed to the City's requirements for preliminary platting; and

WHEREAS, on August 25, 2014, via Ordinance 14-21, the City annexed the entirety of the Subdivision, including Phase 1 of the Subdivision, and approved of the Preliminary Plat for the Subdivision, which was classified as a Planned Development District (PDD) in the City; and

WHEREAS, also on August 25, 2014, via Ordinance 14-22, the City Council approved of an initial Development Agreement between the City and Developer; and

WHEREAS, on October 3, 2017, via Ordinance 17-38, the City Council approved of the Final Plat for Phase 2 of the Subdivision; and

WHEREAS, on or about September 25, 2020, the Parties entered into an Infrastructure Development Agreement governing construction of Phase 3 of the Subdivision; and

WHEREAS, on April 19, 2022, via Ordinance 22-18, the City Council approved of the Final Plat for Phase 3 of the Subdivision; and

WHEREAS, Developer has indicated its desire to continue development of the Subdivision by constructing Phase 4 of the Subdivision, which consists of approximately thirty six (36) residential lots ("Phase 4"), further described in **Exhibit A**, attached hereto and expressly incorporated by reference; and

WHEREAS, as required by the Preliminary Plat / PDD, applicable City Ordinances and the City's adopted Transportation Plan, certain public improvements must be completed upon the Property; and

WHEREAS, Developer has requested the City defer certain infrastructure required to be constructed by Developer during construction of Phase 4; and

WHEREAS, the City has agreed to defer the requested infrastructure during construction of Phase 4, subject to the terms contained in this Agreement and approval by City Council.

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

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1. Ability to Contract: Developer warrants that it has full ownership interest in the Property such that Developer has the legal authority and ability to enter into this Agreement and fulfill the terms contained herein.

2. Infrastructure:

a. Developer acknowledges and agrees that construction of all required infrastructure for the Property, including all utility, stormwater, and road improvements, as shown on the Preliminary Plat, the City's adopted Transportation Plan and all other Adopted Master Plans of City, and as otherwise required under applicable City Ordinance(s), Rule(s) and Regulation(s), must be completed by Developer before City will issue or approve the final plat, unless otherwise expressly modified by way of this Agreement or subsequent, written agreement of all Parties, adopted by way of addendum to this Agreement. City accepts no ownership, liability, responsibility or otherwise for the installed utilities or infrastructure covered by this section.

b. City agrees to defer, during construction of Phase 4 only, the requirement for Developer to construct the infrastructure of the following ("Deferred Infrastructure"):

    1. Three thousand four hundred linear feet (3,400 LF) of Bailey Avenue, more specifically described in **Exhibit A**.

c. Developer acknowledges that construction of the Deferred Infrastructure is merely being deferred during construction of Phase 4 and that all required infrastructure of The Subdivision must still be completed by Developer in accord with the terms and provisions of the approved plans for The Subdivision. Nothing in this Agreement shall be construed as a waiver of the requirement that Developer complete construction of the Deferred Infrastructure.

d. Nothing in this Agreement shall be construed as requiring the City to construct or pay for any of the Deferred Infrastructure or any other infrastructure on the Property.

e. The Parties agree that the cost of the Deferred Infrastructure shall be calculated and determined based on a proportionate percentage of the total lots in The Subdivision using costs estimated based upon data available at the time this Agreement is executed, as follows:

    1. Per the Preliminary Plat, of the 282 lots remaining following construction of Phases 1 and 2 of the Subdivision, 62 lots comprise Phase 3 and 36 lots comprise Phase 4, totaling 98 lots.

    2. The combined proportional share of the 98 lots in Phase 3 and Phase 4 of the Subdivision equals 34.75% of the total allotted for the Subdivision.

    3. Based upon relevant data available at the time of execution of this Agreement, the total estimated cost to construct the Deferred Infrastructure is $1,647,031.67.

    4. The proportionate share of Phase 3 and Phase 4 (34.75%) of the Deferred Infrastructure total estimated cost equals would be $572,343.51.

    5. The Parties agree the costs shown in this section are merely estimates based upon the relevant data available at the time this Agreement is executed, and such estimates are neither intended to be nor shall be binding upon either party to pay the amounts shown herein; but rather, the actual costs of the Deferred Infrastructure shall be paid by the responsible party once those costs are able to be determined with exactitude.

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f. Developer agrees to secure, through either a letter of credit or other security deemed acceptable by the City and as payable to the City ("Surety"), the proportional amount(s) of the Deferred Infrastructure as set forth above in paragraph 2(e)(4)), which shall be held by the City as security for the construction of the Deferred Infrastructure. Developer agrees and acknowledges that the City will not issue any permits for The Subdivision until it receives the security from Developer as required by this paragraph.

g. The Surety shall be valid for a minimum period of four (4) years with an additional redemption period of six (6) months for the City to initiate, if necessary, collection efforts on the Surety.

h. Once the Deferred Infrastructure has been constructed in its entirety and to the satisfaction of the City within its sole discretion after the City has completed its inspection(s), the City shall return the Surety to Developer.

i. Should Developer fail to complete construction of the Deferred Infrastructure in its entirety within four (4) years after the date of execution of this Agreement, the City shall have, at its sole decision, the right to pursue any of the following:

    1. Pursuant to an amended agreement, extend the Surety on a year-by-year basis to allow for the completion of the Deferred Infrastructure; or

    2. Return the Surety to the Developer. At no time will the City return the Surety to anyone other than the Developer; or

    3. Collect the full amount of the Surety for use by the City. Should the City elect to collect the full amount of the Surety, the City shall be allowed to utilize the funds from the Surety to either complete the Deferred Infrastructure on the Property or use the funds for other infrastructure improvements in the City or a combination thereof as determined by the City.

3. Easements: Developer agrees to execute any easements and/or rights-of-way reasonably required in order for City to perform any work it may be obligated to perform under this Agreement and in order for City to provide future maintenance on the Property after Developer has completed its work. Said easements will be provided by Developer to City at no cost to City. The Parties additionally acknowledge and agree that City may need further easements and/or rights-of-way that allow for the extension of any work performed under this Agreement. The Parties agree to negotiate in good faith to allow City to acquire such further easements as become necessary from Developer. Should any easements and/or rights-of-way under this Agreement not be in use or no longer be necessary for the Parties to complete the Development, City agrees to take the reasonably necessary steps to vacate said easements and/or rights-of-way within ninety (90) days of being notified by Developer of its desire to vacate the easements and/or rights-of-way executed pursuant to this Agreement. The Parties agree and understand such vacation requires multiple steps, including a public hearing, a hearing and recommendation before City's Planning and Zoning Commission, and approval by City Council through an Ordinance.

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

5. Entire Agreement: This Agreement contains the entire Agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements unless excluded herein. This Agreement may not be modified or amended other than in writing as agreed to by the Parties.

6. Default by Developer and Termination: If through any cause, Developer shall fail to timely and satisfactorily fulfill its obligations under this Agreement, become insolvent, or violate any of the

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covenants, agreements or stipulations contained in this Agreement, City shall deliver written notice of the same to Developer and if such failure or violation is not cured within thirty days thereafter (or such longer period of time as is reasonably necessary so long as Developer begins to cure such failure or violation within such thirty-day period and thereafter diligently pursues the same to completion), City shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If City elects to terminate under this provision, City shall have the right to immediately collect on the Surety notwithstanding and without regard for the four (4) year period referenced in paragraph 2(i) of this Agreement.

7. Default by City and Termination: If through any cause, City shall fail to fulfill its obligations under this Agreement, become insolvent, or violate any of the covenants, agreements or stipulations contained in this Agreement, Developer shall deliver written notice of the same to City, and if such failure or violation is not cured within thirty (30) days thereafter (or such longer period of time as is reasonably necessary so long as City begins to cure such failure or violation within such thirty-day period and thereafter diligently pursues the same to completion), then Developer shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If Developer elects to terminate under this provision, Developer shall be responsible to reimburse City for all actual costs City incurs in completing any remaining work required under this Agreement. Termination of this Agreement shall be Developer' sole remedy for any default by City under this Agreement.

8. Jurisdiction and Venue: This Agreement shall be taken and deemed to have been fully executed and made by the Parties in the State of Missouri and thus is governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from this Agreement shall be in the Circuit Court of Greene County, Missouri.

9. Dispute: In the event City is the prevailing party in any litigation arising out of or relating to this Agreement, City shall be entitled to recover from the Developer all reasonable attorneys' fees and expenses actually incurred by City in enforcing its rights under this Agreement.

10. Liability: Nothing in this Agreement shall be construed to create any liability on behalf of City for any direct, special, indirect, liquidated, or consequential damages. Developer agrees that the type of work to be performed under this Agreement will cause damage to the Property, and Developer agrees that City shall not be liable for any damages caused to the Property outside of that necessary to complete the Public Improvements contemplated by this Agreement.

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

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

13. Survival: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns as provided in this Agreement. The Parties acknowledge and agree that the rights and benefits afforded Developer under this

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Agreement shall run with the Property and shall be enforceable by and for the benefit of any and all successor owners of the Property without further consideration to or consent by City. The Parties acknowledge and agree that at the request of any Party, a memorandum of this Agreement shall be duly executed by the Parties and recorded in the real estate records of Greene County, Missouri; provided, however, this Agreement shall be binding and enforceable as between City and any current or future owner of the Property without recording thereof.

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

15. Whereas Clauses: The "Whereas" clauses stated above are incorporated herein by reference.

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

17. Sovereign Immunity: In no event shall any language or requirement in this Agreement be construed as or constitute a waiver or limitation of City's defenses regarding sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.

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

19. Contingent Upon Funds and Approval: This Agreement is contingent upon City having sufficient funds available to perform the Work covered by this Agreement. Developer shall have no right of action against City in the event City is unable to perform its obligations under this Agreement as the result of insufficient funds. Further, this Agreement is subject to and conditioned upon approval by ordinance by the City Council.

20. Supplemental Agreements/Additional Action: The Parties agree to cooperate fully, to execute any supplemental agreements, and to take all additional actions that may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

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

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

a. This Agreement;
b. Exhibit A – Development Map;
c. Any properly executed amendments or addendums.

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

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

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Republic, Missouri 65738

To Developer: Shuyler Ridge, LLC
3159 W. Republic Road
Springfield, Missouri 65807

[SIGNATURES ON FOLLOWING PAGE, Page 7 of 7]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

SHUYLER RIDGE, LLC:

By: _____
(Signature)

_____
(Printed Name)

_____
(Title)

CITY OF REPUBLIC, MISSOURI

By: _____
David Cameron, City Administrator

Approved as to Finance/Budget:

_____
Bob Ford, Finance Director

Approved as to Form:
8/8/2023
DocuSigned by:
Damon Phillips
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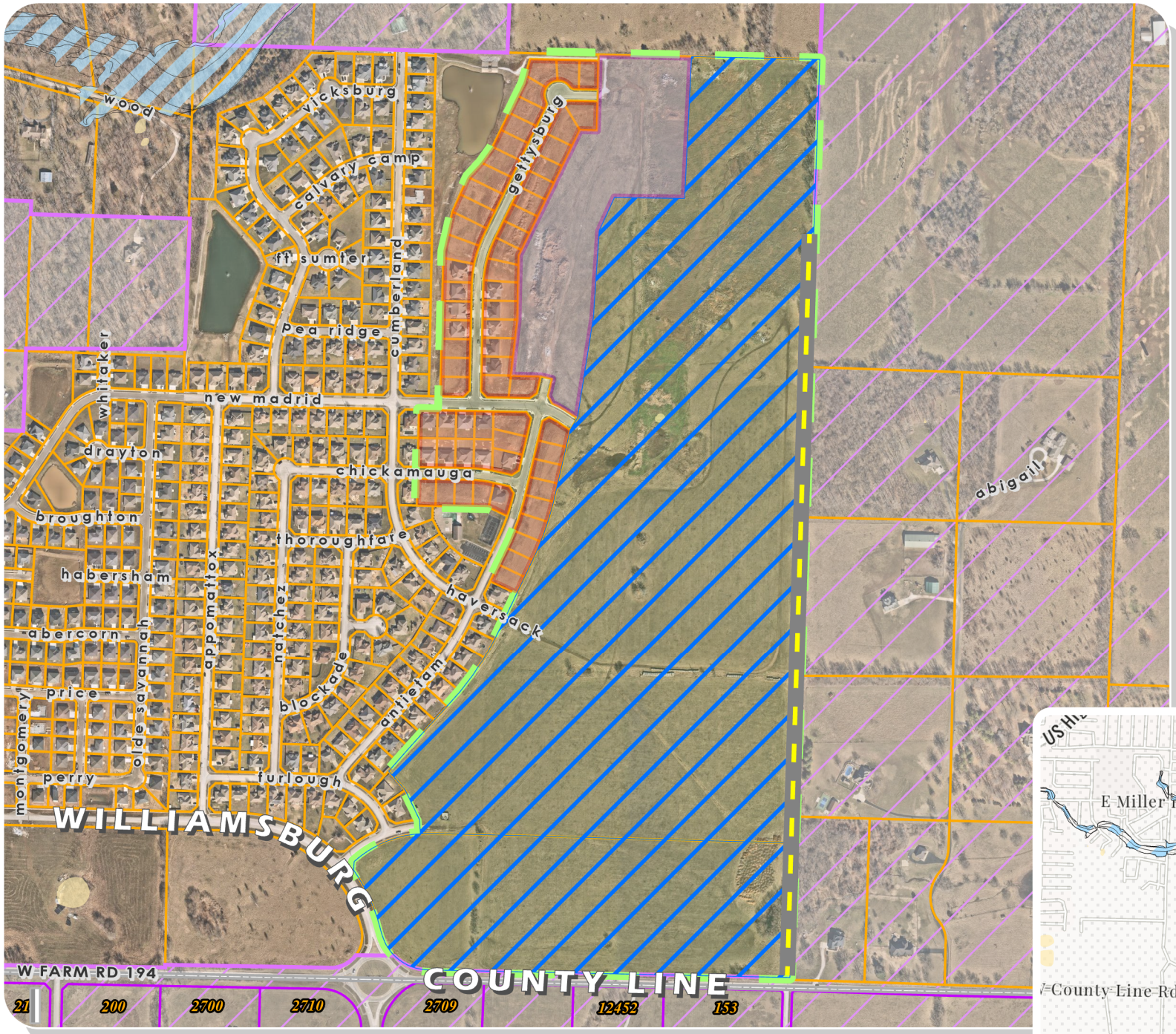
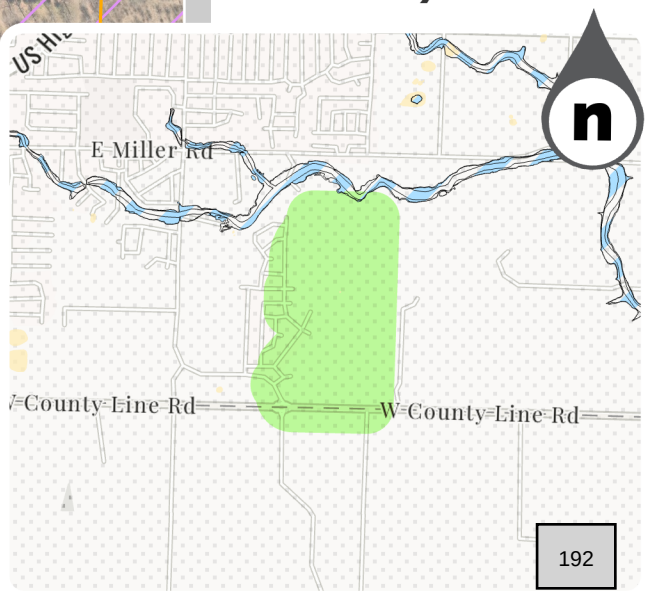
Megan McCullough, City Attorney



- Deferred Road
- Floodplain
- Sinkholes
- Phase 4 (36 Lots)
- Phase 3 (62 Lots)
- Remaining Phases (184 Lots)



LAKES AT SHUYLER RIDGE

PHASE FOUR

AGENDA ITEM ANALYSIS

Project/Issue Name:	23-28 An Ordinance of the City Council Approving a Special Use Permit for Gator State Storage FP, LLC to Operate a Boat, Vehicle, and Self-Storage Facility on Real Property Located at 111 and 107 West Broad Street.
Submitted By:	Patrick Ruiz, BUILDS Department Associate Planner
Date:	August 22, 2023

Issue Statement

Gator State Storage FP LLC has applied for a Special Use Permit to operate a boat, vehicle, and self-storage facility on the property located at 111 and 107 West Broad Street.

Discussion and/or Analysis

The subject property of this application is comprised of two lots approximately two point five-one (2.51) acres of land and is zoned General Commercial (C-2). The lots are currently vacant.

The property is surrounded by:

- Medium Density Single-Family Residential (R1-M) to the North
- Light Manufacturing (M-1) and Medium Density Single-Family Residential (R1-M) to the West
- Multi-Family Residential (R-3) and Local Commercial (C-1) across S Main St
- Local Commercial (C-1) across W Broad St

Applicant's Special Use Permit Request

The Applicant is requesting a Special Use Permit to allow for the development and operation of a Self-Storage Facility of approximately 19,200 SF in total. This Application, were it to be approved, would allow for a future New Commercial Building Permit application in line with the proposed development plan.

Compatibility with City's Special Use Ordinance

The City's Special Use Permit Ordinance, Section 405.670, authorizes, upon approval of the City Council, uses which are otherwise prohibited by the subject zoning district provided appropriate conditions and safeguards which may be imposed to protect the public welfare and to conserve and protect the

condition and value of property in the neighborhood. Special Use Permits are required by Section 405.670 for Boat, Vehicle, and Self-Storage Facilities.

In addition, the operator of the site will be required to have a valid business license on file with the City prior to conducting business.

Municipal Water and Sewer Service: This site currently has access to City of Republic water and sanitary sewer services. Determinations as to the exact placement of water and sewer infrastructure will be made during the review process for a New Commercial Building Permit.

The City's Water and Wastewater systems have the capacity to serve the site improvement.

Stormwater: Plans for the design and construction of stormwater management infrastructure will be reviewed and required during the permitting phase of this project in accordance with the City of Republic Municipal Code.

Duration: This Special Use Permit, if approved, would remain valid until a change in use or in the configuration of the use occurred. Changes in use or significant reconfiguration would void the Special Use Permit. Furthermore, the Applicant is required to abide by the various elements outlined in the submitted Site Plan as well as any additional conditions that may be placed on the permit at City Council's request. Design review of site improvements would occur during the review phase of the building permit application process.

Transportation: The property will be accessed from West Broad Street. In addition, an emergency access off South Main Street will be required.

A Traffic Impact Study (TIS) was not required for the Rezoning Application, as the developer has indicated a use of low intensity. The traffic impact of the proposed use has been initially evaluated by the City Engineer; the proposed use generates less trips than other Permitted Uses within the General Commercial Zoning District. Staff will reevaluate this decision in the event that a more intense use applies for permitting at the subject site.

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

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

Recommended Action

Staff considers the **proposed Special Use Permit** request for a Storage Facility in a General Commercial (C-2) Zoning District, located at 111 and 107 West Broad Street, to be **generally consistent with the City's Special Use Permit Ordinance** and **able to be adequately served by the City's transportation network and the City's municipal facilities**. The BUILDS Department's analysis is performed without the benefit of evidence and testimony of a Public Hearing and **does not account for the discretionary authority of the City Council to limit the placement and number of storage facilities in the City**.

Development of the subject parcels will require adherence to the City's adopted Plans and Ordinances; the next step in the process of development of the subject parcels, upon a favorable Special Use Permit outcome, will be the development, review, and approval of a Commercial Building Permit.

AN ORDINANCE OF THE CITY COUNCIL APPROVING A SPECIAL USE PERMIT FOR GATOR STATE STORAGE FP, LLC TO OPERATE A BOAT, VEHICLE, AND SELF-STORAGE FACILITY ON REAL PROPERTY LOCATED AT 111 AND 107 WEST BROAD STREET

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, Gator State Storage FP, LLC ("Applicant") submitted an application for a Special Use Permit ("Application") that would allow Applicant to operate a self-storage facility on approximately two point five-one (2.51) acres of real property located at 111 and 107 West Broad Street, in Republic, Missouri ("the Property"); and

WHEREAS, under Republic Code Section 405.670, the City Council may authorize certain land uses on real property that are otherwise prohibited under Republic Code, subject to conditions and/or safeguards designed to protect the public welfare and to conserve and protect the condition and value of property in the surrounding area, as deemed necessary and/or appropriate by the Council; and

WHEREAS, under Section 405.670, a special use permit is required for any individual or entity to operate a boat, vehicle, and/or self-storage facility; and

WHEREAS, the City submitted the Application to the Planning and Zoning Commission ("Commission") and set a public hearing before the Commission for August 14, 2023; and

WHEREAS, notice of the time and date of the public hearing before the Commission was published at least fifteen (15) days in advance thereof, on July 26, 2023, in the *Greene County Commonwealth*, a newspaper of general circulation in the City, and such notice was sent via mail to those property owners within 185 feet of the land subject to the proposed special use under the Application; and

WHEREAS, the public hearing on the Application was conducted by the Commission on August 14, 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 6 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 August 15, 2023, and submitted for second read at its regular meeting on August 22, 2023; and

WHEREAS, pursuant to Republic Code Section 405.670, the Council finds the proposed special use will not endanger the public's health or safety, is in conformity with the City's Comprehensive Plan and other adopted plans currently in place and will generally be in harmony with the surrounding uses, and therefore approves the Special Use Permit for Applicant.

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

Section 1: A Special Use Permit is hereby approved for issuance to Gator State Storage FP, LLC to operate a boat, vehicle, and self-storage facility on real property located at 111 and 107 West Broad Street in Republic, Missouri, more specifically described as follows:

TRACT IV & V:
ALL OF LOTS ONE (1) AND TWO (2) MAIN STREET COMMERCIAL DEVELOPMENT, A MINOR SUBDIVISION PLAT OF EXISTING PLATTED LOTS AND METES AND BOUNDS PARCELS LOCATED IN REPUBLIC, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 2: The following conditions and safeguards are hereby incorporated into the Special Use Permit issued under this Ordinance:

A. The Application.
B. Municipal Water and Sewer Service:
    a. The Property currently has access to City water and sanitary sewer services.
    b. Placement of additional water and sewer infrastructure shall be considered and determined upon review of the Applicant's New Commercial Building Permit application. Applicant shall comply with the determinations made by the City in this regard.
C. Duration:
    a. A change in use of the Property or in the configuration of the use, and any unlawful use, such as but not limited to failing to maintain such other and additional business or other licenses and/or permits as may lawfully be required, will void and invalidate the Special Use Permit.
D. Transportation:
    a. The property will be accessed from West Broad Street with emergency access off Main Street.
E. Other Requirements:
    a. Applicant must submit an application for a New Commercial Building Permit demonstrating conformance with all applicable City code and regulations, including, but not limited to, the City's Zoning Regulations, Building Codes and Regulations and Fire Code, and comply with all procedural requirements for obtaining the appropriate building and other permits required for development of the storage facility.

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

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

Section 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.

_____
Matt Russell, Mayor

Attest:

_____
Laura Burbridge, City Clerk

Approved as to Form:

DocuSigned by:
Damon Phillips 7/28/2023
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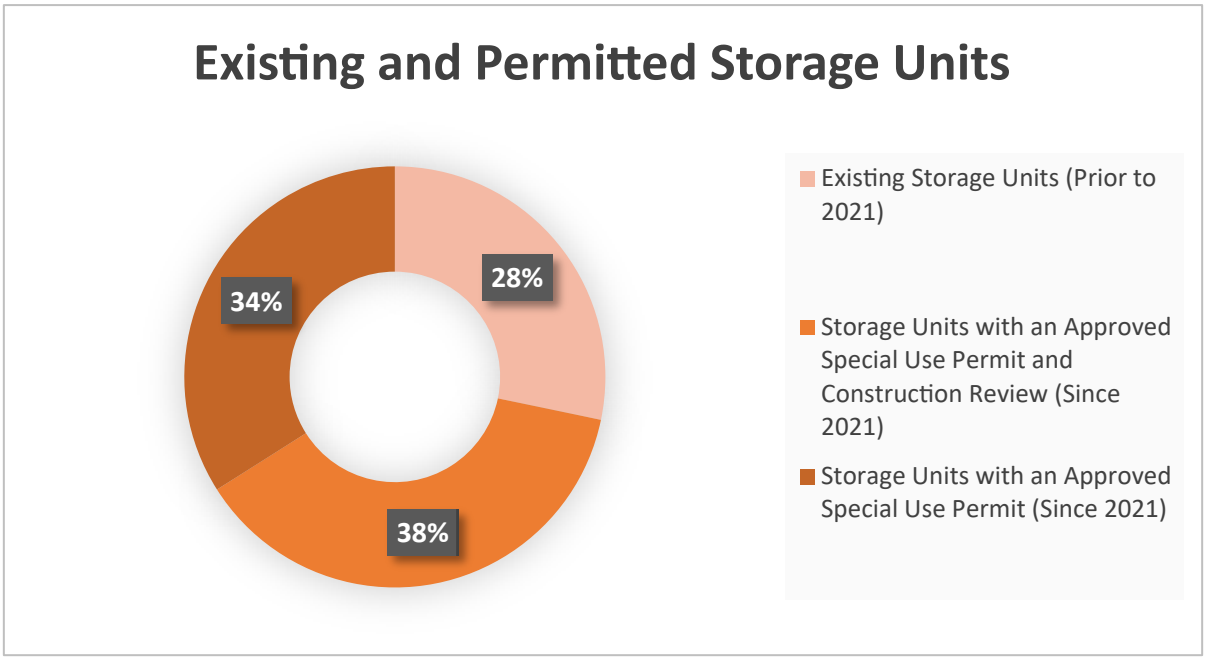
_____
Megan McCullough, City Attorney

Final Passage and Vote:

Category of Storage Units	Square Feet
Existing Storage Units (Prior to 2021)	212,208
Storage Units with an Approved Special Use Permit and Construction Review (Since 2021)	283,290
Storage Units with an Approved Special Use Permit (Since 2021)	255,065
Total	**750,563**



BUILDING CODE DATA

BUILDING DATA

BUILDING CODE	2018 IBC, 2018 IPC, 2018 IFC, 2018 IMC, 2017 NEC
USE GROUP MINI STORAGE	S–1 – MODERATE HAZARD STORAGE ACCESSORY–B USE GROUP
CONSTRUCTION TYPE	II–B NONCOMBUSTIBLE (NOT SPRINKLED)
ZONING	C–2 (GENERAL COMMERCIAL)

ALLOWABLE AREA (TABLE 503)

BLDGS A THRU C	17,500 S.F., 2 STORY, 55'

ACTUAL AREA

BUILDING A	3,600 S.F., 1 STORY, 11'–0"
BUILDING B & C	11,100 S.F., 1 STORY, 11'–2"
BUILDING D	4,500 S.F., 1 STORY, 11'–1"
TOTAL SQ. FOOTAGE	19,200

SITE STATISTICS LOT #1

SITE AREA	69,517 S.F. (1.596 ACRES)
FLOOR AREA RATIO (19,200/69,517)	27.62%
IMPERVIOUS AREA – LOT 1	54,222 S.F.
SITE COVERAGE RATIO (54,222/69,517)	78.00%
PROVIDED GREEN SPACE	15295 S.F.

STORM WATER DETENTION WILL CONFORM WITH ARTICLE 410–VII
STORMWATER MANAGEMENT FOR PUBLIC AND PRIVATE IMPROVEMENTS

PARKING

REQUIRED OFF STREET PARKING SHALL COMPLY WITH ARTICLE 405–VI – OFF–STREET PARKING AND LOADING REQUIREMENTS

ZONING

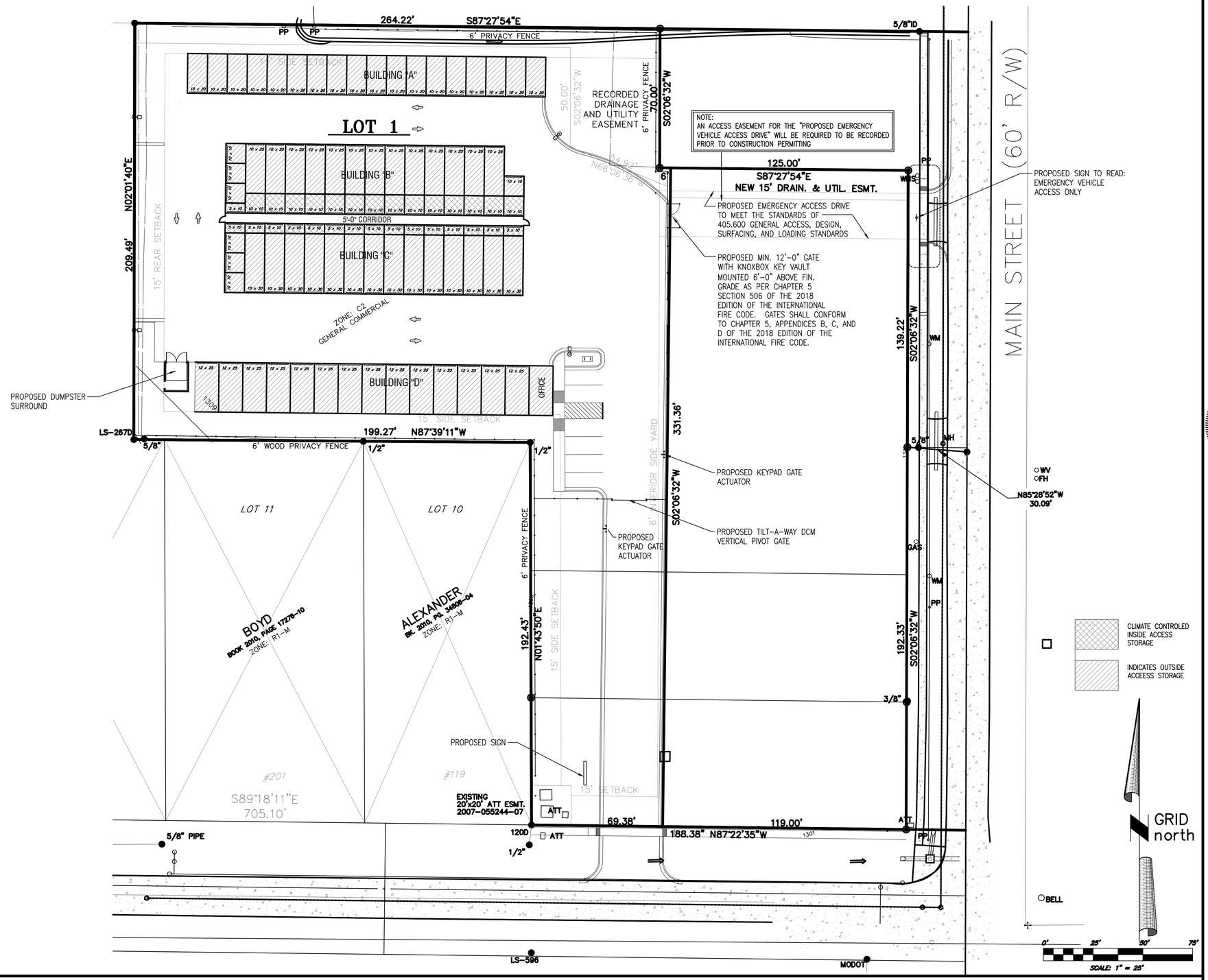
SITE IS ZONED C2 – (GENERAL COMMERCIAL)

ALL SETBACK, MAXIMUM BUILDING HEIGHT AND AREA REQUIREMENTS WILL CONFORM TO ARTICLE 405.540 HEIGHT AND AREA REGULATIONS ESTABLISHED CHART.

LANDSCAPE REQUIREMENTS

LANDSCAPING WILL COMPLY WITH ARTICLE 405–X LANDSCAPING AND SCREENING

BUFFER YARD "A" AT ALL AREAS BETWEEN "C–2 GENERAL COMMERCIAL" AND RESIDENTIAL ZONING
SCREEN 6' OPAQUE SCREEN
W/ TREES 12" O.C. OR SMALL TREES
30' O.C. W/ 6' SHRUBS AT 4'–0" O.C.



SPECIAL USE PERMIT PLAN EXHIBIT

1"=25'-0"

DEVELOPER:
ROLANDO MAYTIN
GATOR STATE STORAGE FP, LLC
228 PARK AVENUE SOUTH
SUITE 85473, NEW YORK, NY 10003

DAVID D. ERDMANN
ARCHITECTURE and PLANNING, LLC
618 E Current Circle
Ozark, MO 65721
Phone: (417) 818-1499
e-mail: dverdmann@gmail.com

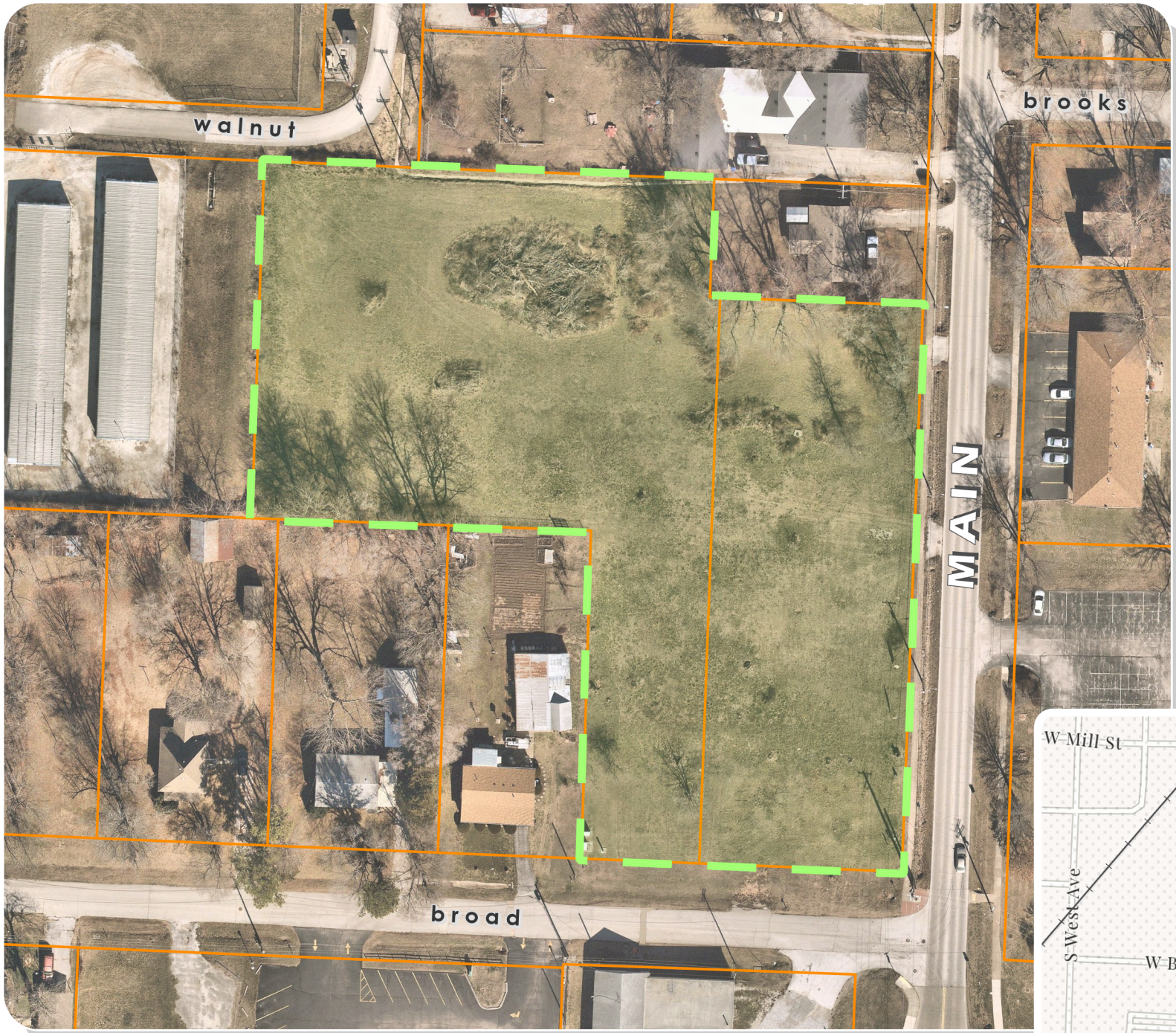
DAVID D. ERDMANN – ARCHITECT A–6898

STATE OF MISSOURI
DAVID DEAN ERDMANN
NUMBER A-6898
REGISTERED ARCHITECT
7-17-2023

NEW SITE DEVELOPMENT AND SELF STORAGE FOR
ROYAL STATE STORAGE GROUP
111 WEST BROAD STREET, REPUBLIC, MISSOURI

DATE 7–17–2023
DRAWN / CHECKED DDE / DDE
FILE:
COMM. NO. 2213
PLOT SCALE: 1"=25'–0"
SHEET NUMBER

NOTICE OF COPYRIGHT: THE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION AS AN ARCHITECTURAL WORK UNDER SEC. 102 OF THE COPYRIGHT ACT, 17 U.S.C. AS AMENDED DECEMBER 1990 AND KNOWN AS ARCHITECTURAL WORKS COPYRIGHT PROTECTION ACT OF 1990. THE PROTECTION INCLUDES BUT IS NOT LIMITED TO THE OVERALL FORM AS WELL AS THE ARRANGEMENT AND COMPOSITION OF SPACES AND ELEMENTS OF DESIGN. UNDER SUCH PROTECTION, UNAUTHORIZED USE OF THESE PLANS, WORK OR BUILDINGS REPRESENTED CAN LEGALLY RESULT IN THE CESSATION OF CONSTRUCTION OR BUILDINGS BEING SEIZED AND/OR MONETARY COMPENSATION TO DAVID D. ERDMANN ARCHITECTURE & PLANNING, LLC.



OWNER
GATOR STATE STORAGE FP LLC

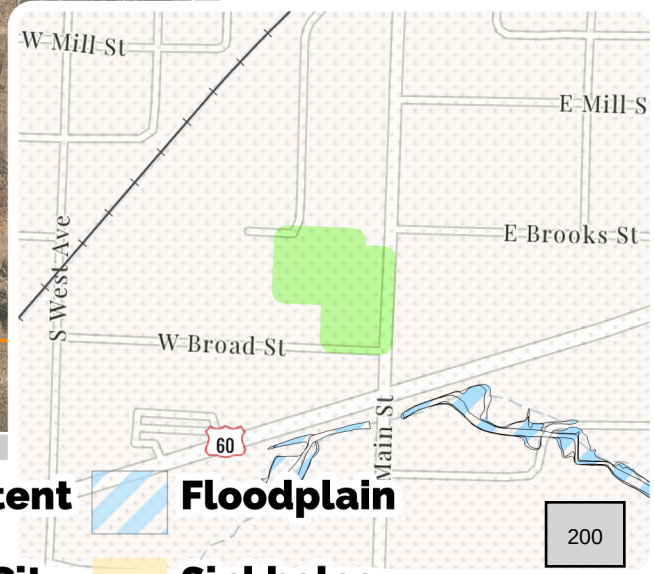
ADDRESS
107/111 W Broad St

PIN
881719421052

ZONING
C-2 | REQUESTED: N/A

WARD
2

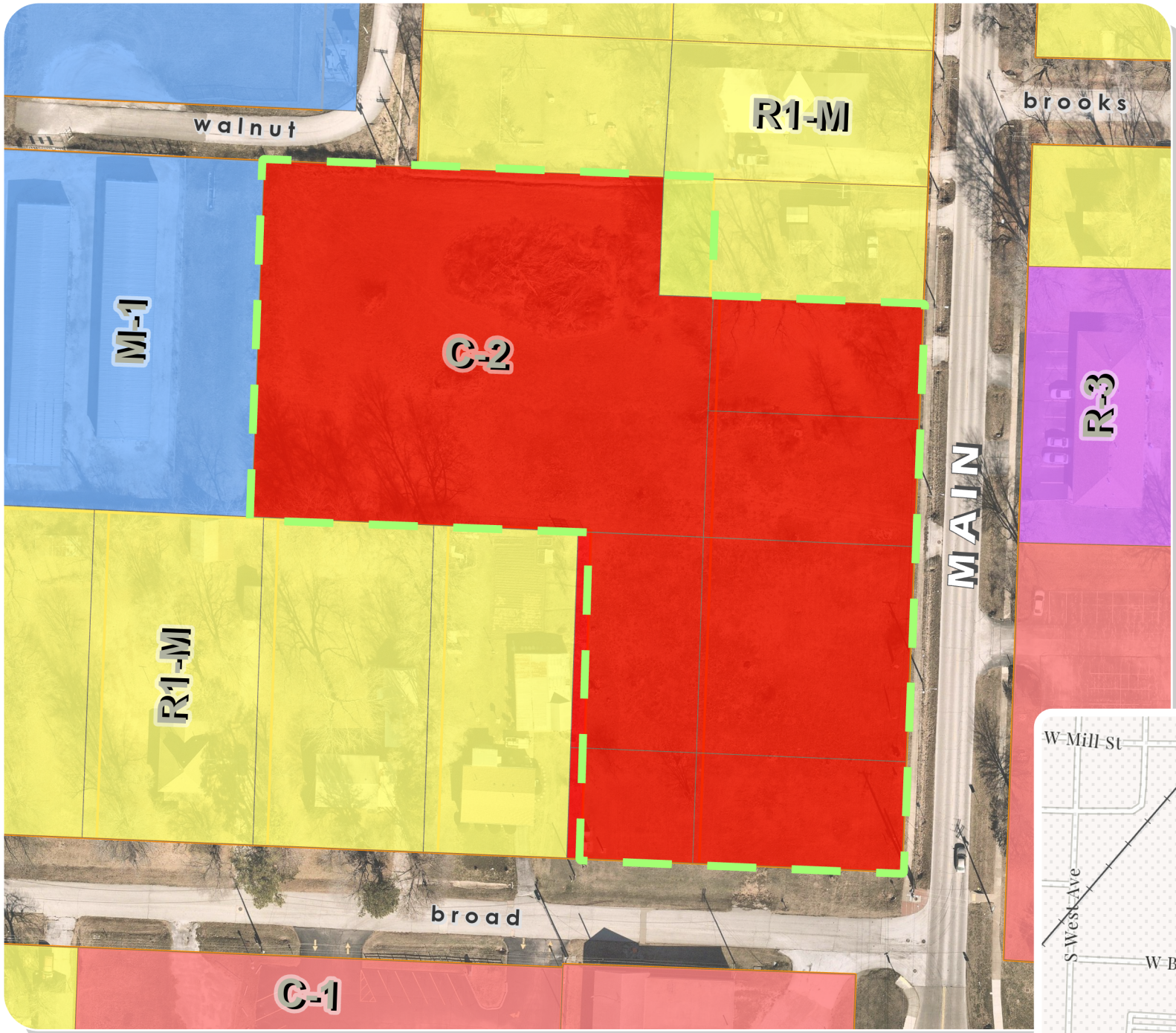
ACREAGE
2.51



GATOR STATE STORAGE

SU 23-001 | SPECIAL USE

Site Extent
Floodplain
Out of City
Sinkholes



OWNER
GATOR STATE STORAGE FP LLC

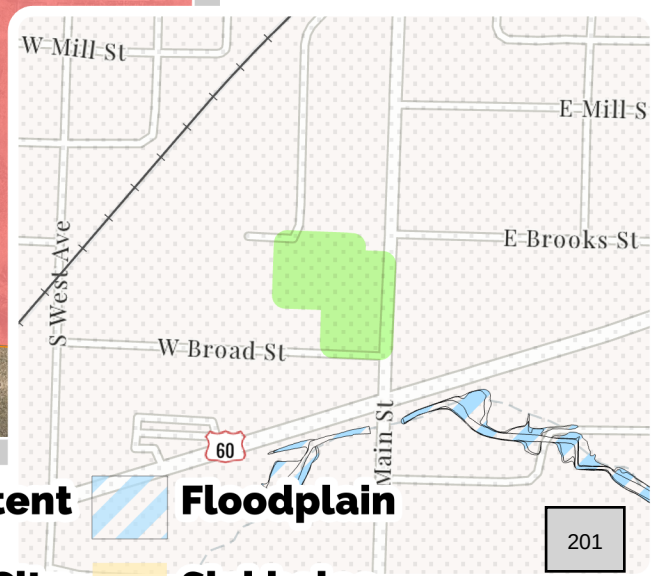
ADDRESS
107/111 W Broad St

PIN
881719421052

ZONING
C-2 | REQUESTED: N/A

WARD
2

ACREAGE
2.51



GATOR STATE STORAGE

SU 23-001 | SPECIAL USE

Site Extent
Floodplain
Out of City
Sinkholes

AGENDA ITEM ANALYSIS

Project/Issue Name:	23-29 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 203.39 Acres, Located at 1462 South State Highway MM, from Agricultural (AG) to Garrett Farm Planned Development District (PDD).
Submitted By:	Chris Tabor, Principal Planner
Date:	August 22, 2023

Issue Statement

Lee and Mark Garrett have applied to change the Zoning Classification of approximately **(203.39) acres** of property located at 1462 South State Highway MM from Agricultural (AG) to Garrett Farm Planned Development District (PDD).

Discussion and/or Analysis

The property subject to this Rezoning Application is three separate parcels comprising approximately **(203.39) acres** of land located at 1462 S St Hwy MM. The property is currently occupied by a residential structure with the remainder utilized as farmland.

Applicant's Proposal

The Applicant is proposing the Rezoning of this property to a Planned Development District (PDD) to allow for an industrial subdivision consisting of two depicted phases of development. The first phase is approximately 22 acres while the second is 189.39 acres. Initial improvements and development will occur within the first phase as described by the Development Plan. The second phase is intended to provide flexibility regarding the needs and preferences of future occupant(s), which will inform the precise configuration of lots and utilities, as well as the processes required to facilitate the associated projects. The Development Plan also contains new street, water, sanitary sewer, and stormwater systems to support the development.

All development will adhere to the specific requirements of the Approved Development Plan; aspects of the zoning code not specifically included in the Approved Development Plan will require compliance with code requirements at the date of actual development.

The Applicant's proposal includes the following elements:

- **General Requirements:**
  - All development area allows for any uses permitted in the following zoning districts:
    - Heavy Industrial (M-2)
    - Light Industrial (M-1)
    - General Commercial (C-2)
    - Local Commercial (C-1)
  - All lots will comply with the setback, density, and permitted use requirements of the zoning district most closely associated with the proposed use, unless specifically addressed in the Approved Development Plan and/or as outlined below:
- **PDD Specifics:**
  - Bulk, Area and Height Requirements
    - Min. Lot Size: N/A
    - Setbacks
      - Front: 15'
      - Rear: 30'
        - If located adjacent to a Residential Zoning District:
          - M-1 use: 35'
          - M-2 use: 50'
      - Side (Interior): 15'
        - If located adjacent to a Residential Zoning District:
          - M-1 use: 35'
          - M-2 use: 50'
      - Side (Street): 15'
    - Max. Lot Coverage: 90%
    - Max. Building Height: No maximum height unless the structure is adjacent to a Single-Family Residential Zoning District, in which case the height of the structure shall remain below a forty-five-degree bulk plane as measured from the boundary of the adjacent residential district.
  - Landscaping: Will comply with Republic Municipal Code with the following exceptions:
    - No internal perimeter landscaping /buffering between Permitted Uses within the PDD is required.
    - A buffer of at least 20ft in width between the subject property and the Agricultural zoned properties along the western boundary will be provided.
    - Existing natural landscaping/buffering must remain in place until the issuance of Building or Infrastructure Permits in conflict with said buffering.

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 Planned Development District (PDD) Ordinance

The purpose of the Planned Development Regulations is to allow for mixed-use, unconventional, or innovative arrangements of land and public facilities, which would be difficult to develop under the conventional land use and development regulations of the City.

Planned Unit Developments must demonstrate substantial congruence with each of the following conditions in order to be considered eligible for approval:

- The proposed Development Plan shall involve a mixture or variation of land uses or densities.
    - The Garrett Farm Development Plan allows for a range of industrial and commercial uses.
- The proposed Development Plan shall involve the provision of all infrastructure deemed necessary to adequately serve the potential development.
    - The Garrett Farm Development Plan includes provisions for municipal water and sewer services, a plan for stormwater management, and the construction of transportation infrastructure to support multiple areas of development within the overall Development Plan.
- The proposed Development Plan shall involve design elements that promote the City of Republic's Comprehensive Plan and other adopted plans of the City.
    - The City of Republic's Comprehensive and Land Use Plans support the development of an industrial/commercial center where infrastructure and transportation exist.
- The proposed Development Plan shall involve design elements intended to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to preserve features of historical significance; to facilitate the adequate provision of transportation, water, sewage, schools, parks, and other public improvements.
    - The Garrett Farm Development Plan includes the construction of a new access point to State Highway MM through the continuation of Farm Road 144, which will serve to create the necessary circulation between multiple uses and an eventual planned connection to Farm Road 140. The City's wastewater system coverage area will be expanded through the construction of a new lift station on the site.

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.**

The 2021 Comprehensive Plan and Land Use Plan identifies Land Use Goals and Objectives relating to development, as follows:

- **Goal:** Support new development that is well-connected to the existing community.
    - **Objective:** Encourage development that improves and expands upon existing infrastructure.
    - **Objective:** Promote development aligning with current adopted plans of the City.
- **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.
- **Goal:** Encourage redevelopment and integration of the former Brookline area.
    - **Objective:** Support the development of an industrial/commercial center where infrastructure and transportation exist.

Compatibility with Surrounding Land Uses

The subject site is surrounded by existing agricultural, commercial, and industrial zoned properties and uses.

Adjacent Property Uses:

- North: Agricultural (AG) and Greene County Zoned Agriculture (A-1)
    - Residence (1) and Farmland, respectively.
- East: Greene County Zoned Agriculture (A-1)
    - Farmland
- South: Agricultural (AG)
    - Farmland and Residences (2)
- West: Light Manufacturing (M-1) and General Commercial (C-2).
    - Red Monkey and Murphy Tractor across St Hwy MM.

The trend along the St Hwy MM corridor is industrial and high intensity commercial with some residential uses. Residential and agricultural properties adjacent to the subject site are taken into account through mitigation requirements within the Applicant's Development Plan, as well as the City of Republic Municipal Code.

The land uses permitted in the Applicant's proposal are considered to be generally compatible with the surrounding agricultural, commercial, and industrial zoned properties and uses in proximity to the subject parcel.

Capacity to Serve Potential Development and Land Use

Municipal Water and Sewer Service: This proposed development can be served by City of Republic sanitary sewer and water service. Development of the site would require the construction of a lift station, the planned location of which is shown on the Development Plan (roughly east of 1298 S St Hwy MM). The lift station would convey effluent through a ten (10) inch gravity sewer main running south along the western property line and then following the project's planned street westward across St Hwy MM Right-of-Way to connect with an existing eight (8) inch main at the West property line of Murphy

Tractor. Effluent would travel from the site to the Brookline North Lift Station, to the Brookline South Lift Station, to McElhaney Lift Station, and finally to the Shuyler Creek Lift Station before being pumped through a series of force mains to the Wastewater Treatment Facility.

A water main is planned to run along the project's planned street westward and connect to an existing twelve (12) inch main on the west side of St Hwy MM.

Precise locations and specifications for utility infrastructure will be reviewed during permitting for said infrastructure and/or associated project. Dedication of the new water and sewer infrastructure will be obtained during project development.

The Water System, Lift Stations, and the Wastewater Treatment Facility have sufficient capacity to serve the proposed development at full build-out.

Transportation: The Development Plan includes the construction and dedication of a new street on State Highway MM, just south of the Farm Road 144 intersection. The proposed collector street will be forty (40) feet as measured from back-of-curb and include seventy (70) feet of Right-of-Way. Additionally, the Development Plan includes an additional sixty-five feet of Right-of-Way north of the street to the property line. This street is intended to serve the first phase of Garrett Farm. Street design serving the second phase will be designed as needed.

The intersection at St Hwy MM and FR 144 is part of the planned improvements for the MM Corridor in conjunction with the expansion of MM to five lanes. The new street would constitute the eastern leg of this intersection. Exact details for the intersection will be available as the lane expansion project progresses.

Due to the unknown variables surrounding the planned improvements, a Traffic Impact Study (TIS) was not required at this time. A TIS, stamped by an Engineer, will be required by the City at each phase of site development as determined necessary by City Staff. The TIS, when conducted, will evaluate the impact that development of the site would have on existing and future conditions and provide recommendations for ensuring that transportation infrastructure retains the appropriate level of service.

Stormwater: The Development Plan contains one designated stormwater detention area, designed to accommodate stormwater generated by the development. The stormwater detention area will be constructed as part of the first phase; the design of the stormwater area and related stormwater improvements will be reviewed during project development. The detention area will be maintained by the developer and/or property owners.

Floodplain: The subject parcel **does not** contain a **Special Flood Hazard Area (SFHA/Floodplain)** as depicted by the **adopted 2010 FEMA Flood Map**. However, the **unadopted preliminary 2019 FEMA Flood Map does show** a portion of the northern-most parcel as containing a **Special Flood Hazard Area (SFHA/Floodplain)**.

Sinkholes: The subject parcel **does** contain several sinkholes as identified by the Greene County Assessor's map sinkhole. Development of the property will require a geological evaluation in accordance with the City's Sinkhole Ordinance.

All developments must include site design providing for sufficient emergency vehicle access as well as fire protection facilities (e.g. fire hydrants). **Additional elements of code compliance, evaluated at the time of infrastructure design, impacting the development of the subject property, include, but are not limited to, the City's Zoning Regulations, adopted Fire Code, and adopted Building Code.** The next steps in the process of development of the subject parcel, upon a favorable rezoning outcome, will be the development, review, and approval of infrastructure designs for the construction of utility services and roads. This may occur in conjunction with the development of a commercial project or through the subdivision development process.

Recommended Action

Staff considers the **proposed Zoning Map Amendment (Rezoning to Planned Development District)** to be generally consistent with the **goals and objectives of the Comprehensive and Land Use Plans**, generally consistent with the **trend of development in the vicinity of the site,** generally **compatible with surrounding land uses,** and **able to be adequately served by municipal facilities.** Specifically, the proposed development can be adequately served by the City's municipal water and sanitary sewer services and the City's transportation network. 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 203.39 ACRES, LOCATED AT 1462 SOUTH STATE HIGHWAY MM, FROM AGRICULTURAL (AG) TO GARRETT FARM PLANNED DEVELOPMENT DISTRICT (PDD)

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, LPG, LLC ("Applicant") submitted an application to the City's BUILDS Department to rezone approximately 203.39 acres of real property located at 1462 South State Highway MM in Republic, Missouri from Agricultural (AG) to the Garrett Farm Planned Development District (PDD); and

WHEREAS, Applicant additionally sought approval of a development plan for the Garrett Farm Planned Development District, identified as PDD 23-002 ("Development Plan"); and

WHEREAS, the City submitted the application and Development Plan to the Planning and Zoning Commission and set a public hearing on the application for August 14, 2023; and

WHEREAS, a notice of the time and date of the public hearing on the application was given by publication on July 26, 2023, in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the date set for the public hearing; and

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

WHEREAS, the public hearing on the application and Development Plan was conducted by the Planning and Zoning Commission on August 14, 2023, after which the Commission rendered written findings of fact on the proposed amendment, Development Plan, and rezoning and, thereafter, submitted the same, together with its recommendations, to the Council; and

WHEREAS, the Planning and Zoning Commission, by a vote of 6 Ayes to 0 Nays, recommended the approval of the application and Development Plan for rezoning; and

WHEREAS, the application for rezoning, the Development Plan, and the request to amend the Zoning Code and Official Zoning Map was submitted to the City Council for a first reading at its regular meeting on August 15, 2023, after which the City Council hearing the second reading on August 22, 2023, voted to rezone such property approve the Development Plan, 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 tract comprising of 203.39 acres located at 1462 South State Highway MM, Republic, Missouri, more fully described in the legal description herein below, from Agricultural (AG) to the Garrett Farm Planned Development District (PDD).

BOOK 2006, PAGE 068752-06:

TRACT 1: A TRACT OF LAND LOCATED IN SECTION 26, TOWNSHIP 29 NORTH, RANGE 23 WEST, ALL BEING IN GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, N88°26'13"E A DISTANCE OF 1,388.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N88°26'13"E A DISTANCE OF 2,601.23 FEET TO AN IRON PIN SET FOR CORNER; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, S01°02'11"E A DISTANCE OF 1,335.94 FEET TO AN IRON PIN SET FOR CORNER; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, S88°33'16"W A DISTANCE OF 1,334.89 FEET TO AN IRON PIN SET FOR CORNER; THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER, S01°02'22"E A DISTANCE OF 1,333.20 FEET TO A RAILROAD SPIKE FOR CORNER; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER, S88°28'00"W, A DISTANCE OF 2,657.42 FEET TO AN IRON PIN FOR CORNER; THENCE ALONG THE WEST LINE OF SECTION 26, N00°58'33"W A DISTANCE OF 688.50 FEET TO A POINT FOR CORNER; THENCE N89°01'27"E A DISTANCE OF 283.00 FEET TO A POINT FOR CORNER; THENCE N00°58'33"W A DISTANCE OF 160.00 FEET TO A POINT FOR CORNER; THENCE S89°01'27"W A DISTANCE OF 283.00 FEET TO A POINT FOR CORNER; THENCE ALONG THE WEST LINE OF SECTION 26, N00°58'33"W A DISTANCE OF 481.82 FEET TO AN IRON PIN SET FOR CORNER; THENCE N88°25'25"E A DISTANCE OF 969.40 FEET TO AN IRON PIN SET FOR CORNER; THENCE N00°58'33"W A DISTANCE OF 625.87 FEET TO AN IRON PIN SET FOR CORNER; THENCE N88°59'57"E A DISTANCE OF 419.11 FEET TO AN IRON PIN SET FOR CORNER; THENCE N01°00'03"W A DISTANCE OF 712.75 FEET TO THE POINT OF BEGINNING, EXCEPT FOR THE FOLLOWING: ALL OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND ALL OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 29 NORTH, RANGE 23 WEST. AND EXCEPTING ANY PART THEREOF TAKEN OR DEEDED FOR ROAD PURPOSES AND SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AGREEMENTS AND COVENANTS OF RECORD, IF ANY.

TRACT 2: ALL OF THE WEST 548 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 29, RANGE 23, EXCEPT THE WEST 140 FEET OF THE NORTH 210 FEET OF SAID 548 FEET TRACT IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART TAKEN, DEEDED OR USED FOR ROAD PURPOSES.

EXCEPT: ALL OF THAT PROPERTY DESCRIBED IN BOOK 2019, AT PAGE 034193-19, DESCRIBED AS: ALL OF THE EAST 105 FEET OF THE NORTH 210 FEET OF THE WEST 567 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION TWENTY-SIX (26), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-THREE (23), EXCEPT ANY PART USED FOR ROAD PURPOSES ALL IN GREENE COUNTY, MISSOURI.

TRACT 3: ALL OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 29, RANGE 23, IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART TAKEN, DEEDED OR USED FOR ROAD PURPOSES.

BOOK 2017, PAGE 050226-17:

TRACT 1: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 29 NORTH, RANGE 23 WEST; THENCE EAST 969.40 FEET TO AN EXISTING FENCE; THENCE SOUTHWESTERLY ALONG SAID FENCE 764 FEET; THENCE WEST TO THE WEST LINE OF SAID SECTION 26; THENCE NORTH 764 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING. ALL BEING IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART TAKEN, DEEDED OR USED FOR ROAD OR HIGHWAY PURPOSES.

TRACT 2: A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 29 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI; BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE N88°26'14"E A DISTANCE OF 1,388.22 FEET TO AN IRON PIN FOR CORNER; THENCE S01°00'03"E A DISTANCE OF 712.75 FEET TO AN IRON PIN FOR CORNER; THENCE S88°59'57"W A DISTANCE OF 419.11 FEET TO AN IRON PIN FOR CORNER; THENCE S00°58'33"E, A DISTANCE OF 55.14 FEET TO AN IRON PIN FOR CORNER; THENCE S88°25'25"W A DISTANCE OF 969.40 FEET TO AN IRON PIN FOR CORNER; THENCE N00°58'33"W A DISTANCE OF 764.00 FEET TO AN IRON PIN WHICH IS THE POINT OF BEGINNING, EXCEPT THAT PART CONVEYED IN WARRANTY DEED RECORDED IN BOOK 2736 AT PAGE 2607, GREENE COUNTY RECORDER'S OFFICE, GREENE COUNTY, MISSOURI,

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

EXCEPT: ALL THAT PROPERTY DESCRIBED IN BOOK 2006, AT PAGE 043499-06, DESCRIBED AS: A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 29 NORTH, RANGE 23 WEST, ALL BEING IN GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, SOUTH 00 DEGREES 58 MINUTES 33 SECONDS EAST, A DISTANCE OF 764.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, SOUTH 00 DEGREES 56 MINUTES 56 SECONDS EAST A DISTANCE OF 571.83 FEET TO AN IRON PIN SET FOR CORNER; THENCE NORTH 88 DEGREES 25 MINUTES 25 SECONDS EAST A DISTANCE OF 969.40 FEET TO AN IRON PIN SET FOR CORNER; THENCE NORTH 00 DEGREES 58 MINUTES 33 SECONDS WEST A DISTANCE OF 625.87 FEET TO AN IRON PIN SET FOR CORNER; THENCE SOUTH 88 DEGREES 25 MINUTES 25 SECONDS WEST, A DISTANCE OF 969.40 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.31 ACRES OF LAND, MORE OR LESS, EXCEPTING ANY PART THEREOF TAKEN OR DEEDED FOR ROAD PURPOSES AND SUBJECT TO EASEMENTS, RESTRICTIONS RESERVATIONS, AGREEMENTS AND COVENANTS OF RECORD, IF ANY.

Section 2: The Development Plan, as incorporated and attached to this Ordinance, is hereby approved and adopted by the Council along with any modifications and conditions imposed herein.

Section 3: Unless otherwise specifically defined by the approved Development Plan, the development of the tracts of realty contained herein will be regulated according to the requirements of the City of Republic's Municipal Code of Ordinances.

Section 4: 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 5: The whereas clauses are hereby 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.

_____
Matt Russell, Mayor

Attest:

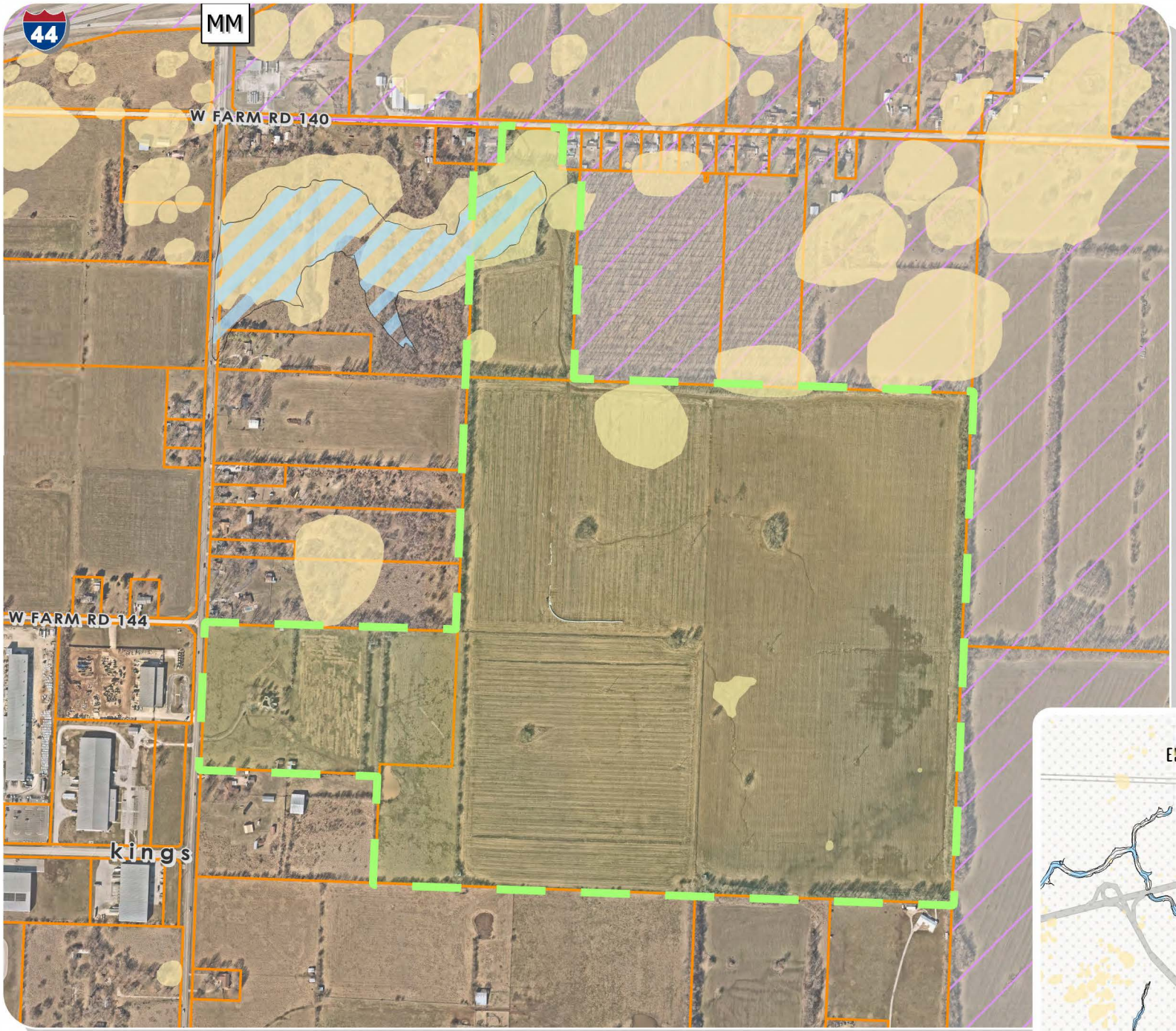
_____
Laura Burbridge, City Clerk

Approved as to Form:

DocuSigned by:
Damon Phillips
11F90D87116B4F4...
7/28/2023

Megan McCullough, City Attorney

Final Passage and Vote:



REPUBLIC MISSOURI

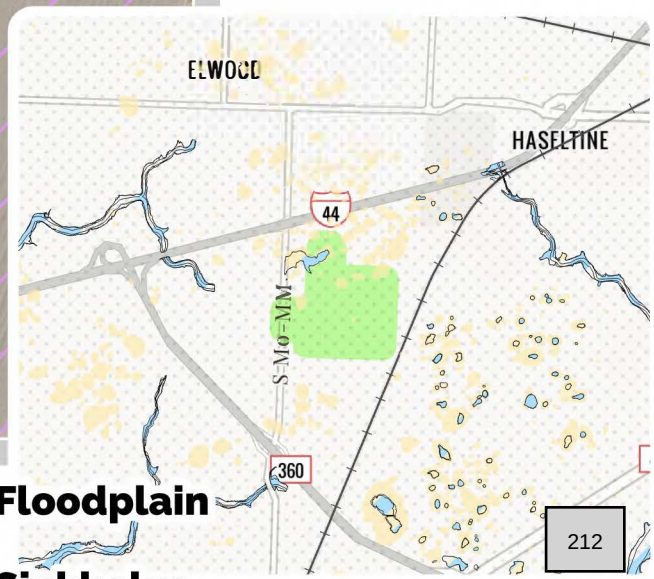
APPLICANT
LPG, LLC

ADDRESS
1462 ST HWY MM

ZONING
AG | REQUESTED: PDD

WARD
2

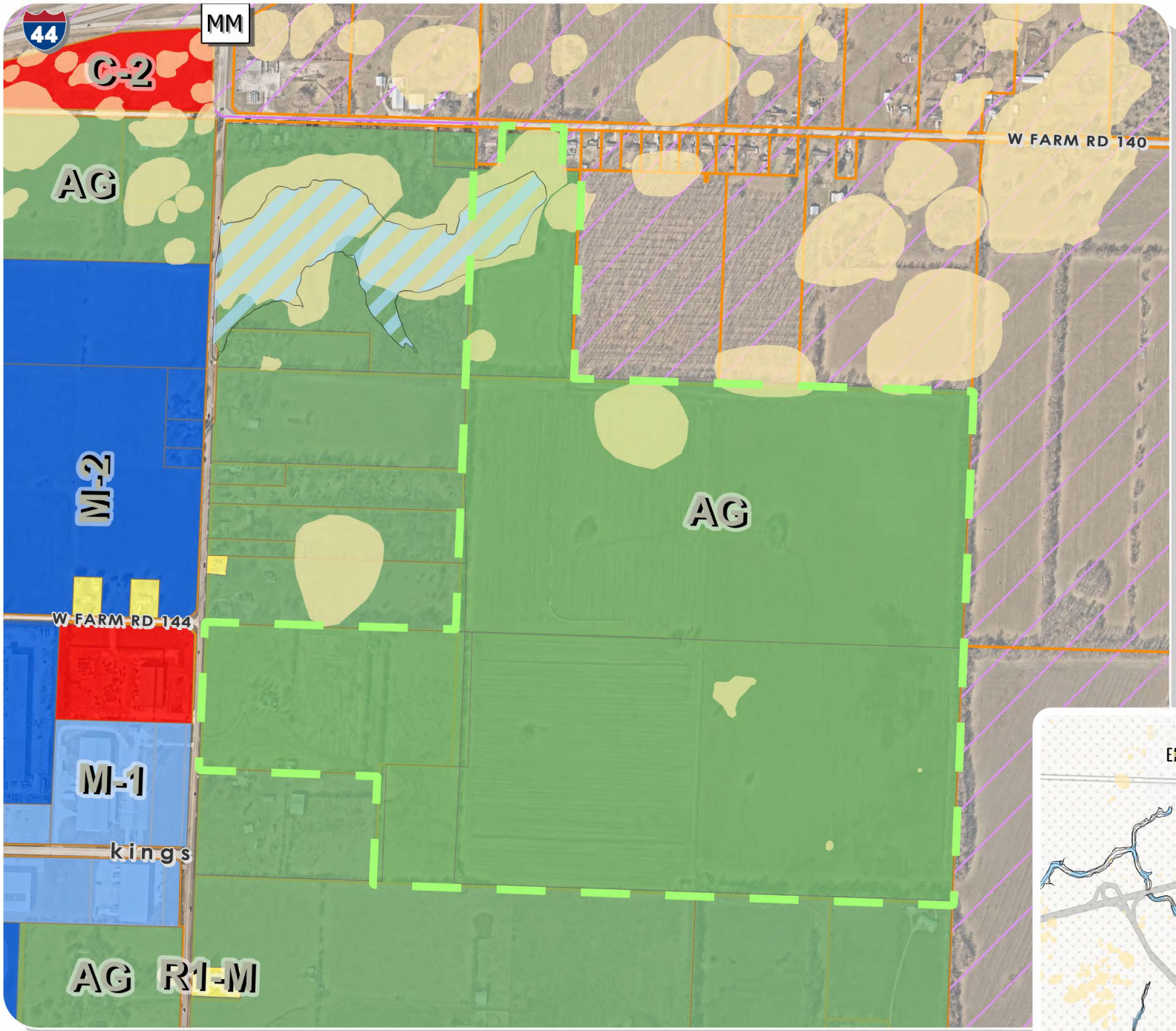
ACREAGE
203.39



GARRETT FARM PDD

PDD 23-002 | PDD

Site Extent
Out of City
Floodplain
Sinkholes



GARRETT FARM PDD

PDD 23-002 | PDD

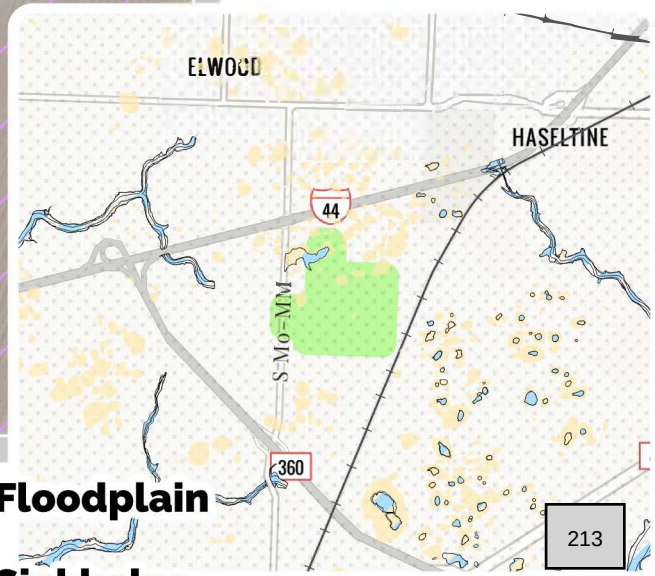
APPLICANT
LPG, LLC

ADDRESS
1462 ST HWY MM

ZONING
AG | REQUESTED: PDD

WARD
2

ACREAGE
203.39



Site Extent
Floodplain
Out of City
Sinkholes

07-26-2023
EXHIBIT #1

Requirements and Standards Applicable to
Planned Development District No. 21-005

Prepared by:
Olsson Inc, Jared Rasmussen, P.E.

A. INTENT

It is the intent of the rezoning to prepare the approximately 203.39 acre property for future commercial and industrial development. The entire property via a Planned Development District (PDD), is intended to allow for uses associated with the City of Republic's M-2 (Heavy Industrial) Zoning District. In addition to the uses allowed within the M-2 District those also allowed under C-1 (Local Commercial), C-2 (General Commercial), and M-1 (Light Industrial) zoning districts shall also be allowed. The creation of lands specifically geared towards these uses is in line with the most recent update to the City of Republic's Comprehensive Plan.

B. DEFINITIONS

The definitions contained in Article 405-I shall apply to this ordinance, unless modified herein.

C. USES PERMITTED

1. This PDD allows for the following uses as depicted in Article 405-III at the time of passage:
   a. Heavy Industrial (M-2)
   b. Light Industrial (M-1)
   c. General Commercial (C-2)
   d. Light Commercial (C-1)

D. BULK, AREA AND HEIGHT REQUIREMENTS

- Planned Development District Lots will be designed in accordance with Article 405-V Height and Area Requirements at the time of Infrastructure and Building Construction. Determinations relating to requirements referencing specific zoning districts will be made, as appropriate, based on the planned use of the associated project and the zoning district with which that use most closely corresponds.
  - Summary:
    - Min. Lot Size: N/A
    - Front Setback: 15'
    - Rear Setback: 30'
      - The minimum interior side or rear yard setback shall be as established in Section **405.540** unless the premises is located adjacent to a residential zoning district, in which case the minimum rear yard and side yard setback shall each be thirty-five (35) feet in a "M-1" District and fifty (50) feet in a "M-2" District.

- Side Street Setbacks: 15’
- Interior Side Setback: 15’
    - The minimum interior side or rear yard setback shall be as established in Section **405.540** unless the premises is located adjacent to a residential zoning district, in which case the minimum rear yard and side yard setback shall each be thirty-five (35) feet in a "M-1" District and fifty (50) feet in a “M-2” District.
- Max Lot Coverage: 90%
- Max Building Height: 405.545.(D) No maximum building height unless the structure is adjacent to a single-family residential district, in which case the height of the structure shall remain below a forty-five degree (45°) bulk plane as measured from the boundary of the adjacent residential district.

E. PUBLIC FACILITIES

Public utilities and stormwater shall be designed in accordance with the City of Republic Design Standards.

- Water will be served by the City of Republic. As a part of Phase 1, Water will be connected to the existing 12-inch public main located along the west Right of Way line of State Highway MM. It shall extend to all lots within the PDD, and to the development boundaries to allow for looping of the system as may be required. It is anticipated that the ideal location for looping of the water system is likely south of the PDD limits, along Farm Road 148. It is anticipated this connection point will be required prior to the completion of Phase 2.

- Sanitary Sewer will be served by the City of Republic. Gravity sewer will be extended to the PDD from the existing public manhole located approximately 770-feet west of State Highway MM along the southern limits of Farm Road 144. However, this gravity sewer extension only services a small portion of the overall PDD limits, necessitating the need for a public lift station to be built in the location as graphically illustrated by on PDD Exhibit. All other portions of the PDD limits will gravity flow to this new lift station. From the station, a public force main will be extended to the gravity sewer extension previously mentioned extending from Farm Road 144. From conversations with City Staff the existing public system, and associated receiving lift station, have sufficient capacity to accept the PDD flows.

- Stormwater flood controls and detention will be provided by a single detention facility. Refer to the attached PDD Exhibit for the location. This detention facility shall be designed and constructed in accordance with the City of Republic’s design standards for detention facilities.

- Electric is anticipated to be provided by City Utilities of Springfield.

F. ACCESS TO PUBLIC THOROUGHFARES

Access to the public street system shall conform to those shown on the attached PDD Exhibit, and shall conform to the requirements of the City’s adopted Transportation Plan in existence at the time of development. Due to ongoing design and improvements to State Highway MM by the City and MoDOT, a traffic study has not been completed at this time. At the time of development, a traffic

study shall be required to determine what additional offsite improvements may be deemed warranted to facilitate the development. It is anticipated the traffic study may be required at each phase of development. Internal public streets shall be designed in accordance with the City of Republic design standards and will have a minimum seventy (70) foot dedicated right of way widths.

As illustrated in the attached PDD Exhibit a new public street will extend east from State Highway MM. It is anticipated that this new street shall connect to a new planned signal at the intersection of State Highway MM and Farm Road 144. However, through conversations with City Staff, this intersection location has not been finalized as of yet and may be shifted from its current location. However, it is understood that the proposed east/west public street shall be the eastern leg of this new intersection. Additional access to State Highway MM shall be governed by MoDOT's access management guidelines. The new street and connection of the planned Highway MM intersection included with the area identified as Phase 1 on the attached PDD Exhibit, shall be constructed as a part of Phase 1.

While not illustrated on the attached PDD Exhibit, a new public street shall continue from where the illustrated public street stops on the Exhibit and continue easterly to the easternmost boundary of the PDD. Furthermore, a new public street shall extend southernly to the southernmost boundary of the PDD. These new public streets are intended to provide for connectivity for future development of the surrounding and adjacent undeveloped properties. In the event of a large-scale development of the area identified as Phase 2, the BUILDS Department may review and approve alternatives to the required street layout extending to the east and south boundary lines.

G. OFF-STREET PARKING

Off-Street Parking shall comply with the City of Republic Land Use Article 405-VI in effect at the time of development.

H. SIGNS

Signage shall comply with the City of Republic Chapter 415 in effect at the time of development.

I. LANDSCAPING & SCREENING

1. Landscaping and screening within the PDD shall comply with the City of Republic Article 405-X and Article 405-XI in effect at the time of development, with the following exceptions:
    a. No internal perimeter landscaping/buffering between Permitted Uses and/or within the PDD shall be required.
    b. Adjacent Zoning and/or Permitted Use
        I. Agricultural: Screening B
        II. Residential, Commercial, Light Industrial: Screening A
        III. Buffer width of at least 20-ft shall be provided along the western boundary adjacent to the existing agricultural zoned properties. Should properties rezone prior to development of this PDD, buffering requirement shall revert to the requirement of the City of Republic Ordinance at the time of development. New public easements shall be allowed within this buffer.
    c. Existing natural landscaping/buffering must remain in place until the issuance of Building Permits, or construction of public infrastructure that may be in conflict with the existing natural landscaping/buffering.

2. Interior Parking Lot Landscaping shall be in accordance with 405.780, Parking Area Landscaping.
3. Innovative and/or Alternative Landscaping Plans meeting the intent of the Ordinance may be reviewed and approved during the Building Permit Process by the BUILDS Department.

J. MAINTENANCE OF COMMON AREAS AND FACILITIES

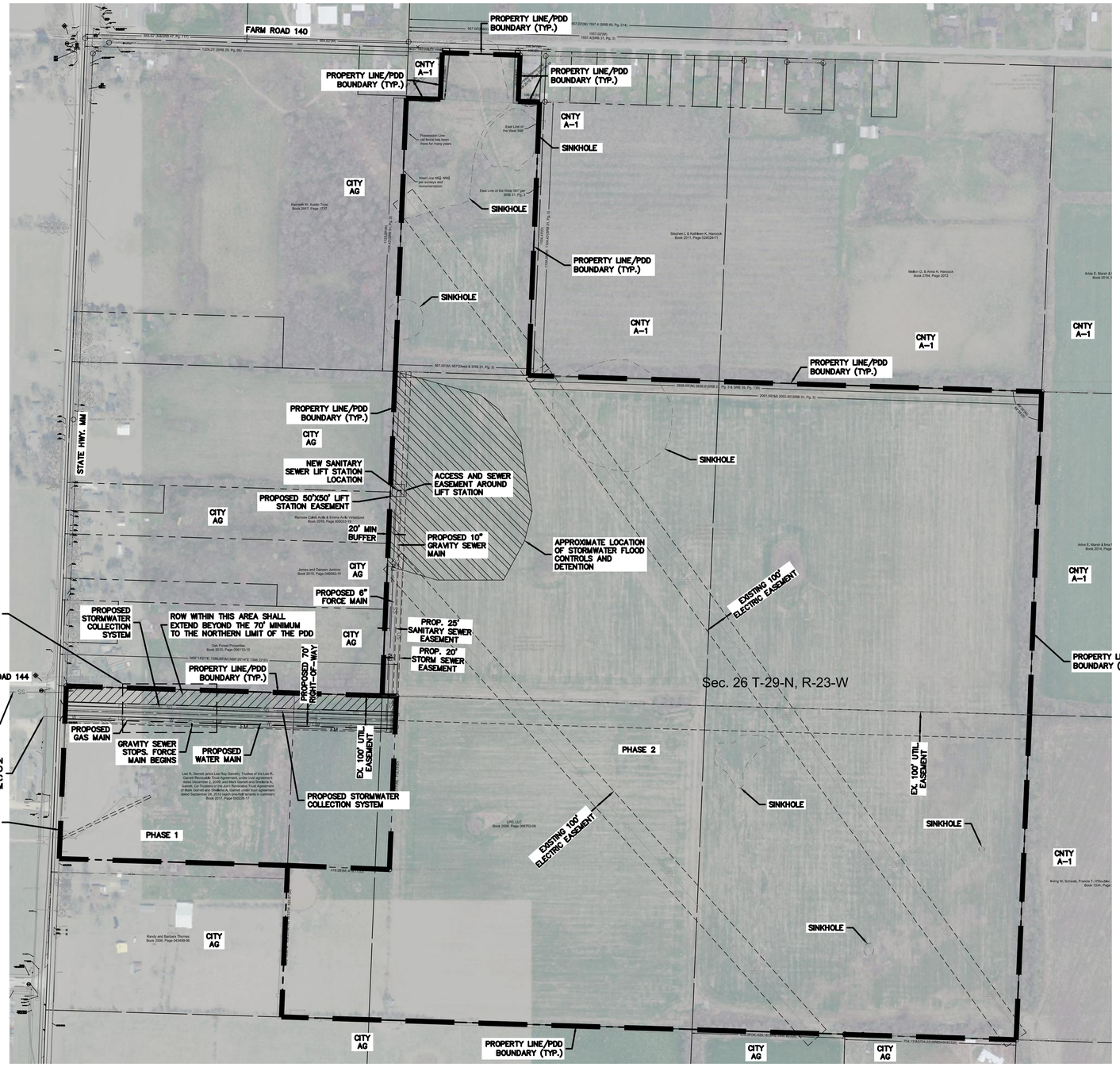
The maintenance of common areas and facilities within the Planned Development District shall remain the responsibility of the developer(s) or shall be assumed by a duly constituted property owners association meeting all legal requirements.

K. PHASING

Development may be phased provided that all public improvements directly related to each phase are completed at the time of its development and that improvements serving the District as a whole and the adjoining area are completed in a sequence assuring full utility of the District as a whole and all areas within the District and so that future public improvements required by this ordinance or other applicable ordinances of the City are not compromised or rendered unduly difficult. Refer to the Development Plan for Phasing limits.

The construction and final platting of the first phase shall be completed within two (2) years of the date of approval of the development plan. If the first phase has been constructed and a final plat issued, subsequent phases may be submitted covering portions of the approved development plan; provided, however, that all phases of the development plan and final platting must be completed within eight (8) years of the date of approval of the development plan. If the development plan and final platting have not been completed within the timeline set in this Section, then the development plan shall be resubmitted to the City for extension and approval in accordance with the provisions of Section Article 405-A Planned Development District hereof. If an extension and approval is not granted, the original development plan approval shall be null and void. It shall not be the responsibility of the City to notify the applicant of an expired development plan.

GARRETT (LPG) FARM
PDD EXHIBIT



LEGEND

- PROPOSED BOUNDARY
- PROPERTY LINE
- UTILITY EASEMENT
- ROADWAY CENTERLINE
- INTERNAL AREA BOUNDARY
- PHASING LINE
- SS — SANITARY SEWER
- FM — FORCE MAIN
- G — GAS LINE
- SD — STORM SEWER
- W — WATER LINE
- P-OH — EX. OVERHEAD POWER



LOCATION MAP
SEC. 28, T-29-N, R-23-W
SCALE: 1"=2000'

DEED / LEGAL DESCRIPTION:

BOOK 2006, PAGE 068752-06
TRACT 1: A TRACT OF LAND LOCATED IN SECTION 26, TOWNSHIP 29 NORTH, RANGE 23 WEST, ALL BEING IN GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, N88°26'13"E A DISTANCE OF 1,388.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N88°26'13"E A DISTANCE OF 2,601.23 FEET TO AN IRON PIN SET FOR CORNER; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, S01°02'11"E A DISTANCE OF 1,335.94 FEET TO AN IRON PIN SET FOR CORNER; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, S88°33'16"W A DISTANCE OF 1,334.89 FEET TO AN IRON PIN SET FOR CORNER; THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER, S01°02'22"E A DISTANCE OF 1,333.20 FEET TO A RAILROAD SPIKE FOR CORNER; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER, S88°28'00"W, A DISTANCE OF 2,657.42 FEET TO AN IRON PIN FOR CORNER; THENCE ALONG THE WEST LINE OF SECTION 26, N00°58'33"W A DISTANCE OF 688.50 FEET TO A POINT FOR CORNER; THENCE N89°01'27"E A DISTANCE OF 283.00 FEET TO A POINT FOR CORNER; THENCE N00°58'33"W A DISTANCE OF 160.00 FEET TO A POINT FOR CORNER; THENCE S89°01'27"W A DISTANCE OF 283.00 FEET TO A POINT FOR CORNER; THENCE ALONG THE WEST LINE OF SECTION 26, N00°58'33"W A DISTANCE OF 481.82 FEET TO AN IRON PIN SET FOR CORNER; THENCE N88°25'25"E A DISTANCE OF 969.40 FEET TO AN IRON PIN SET FOR CORNER; THENCE N00°58'33"W A DISTANCE OF 625.87 FEET TO AN IRON PIN SET FOR CORNER; THENCE N88°59'57"E A DISTANCE OF 419.11 FEET TO AN IRON PIN SET FOR CORNER; THENCE N01°00'03"W A DISTANCE OF 712.75 FEET TO THE POINT OF BEGINNING, EXCEPT FOR THE FOLLOWING: ALL OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND ALL OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 29 NORTH, RANGE 23 WEST. AND EXCEPTING ANY PART THEREOF TAKEN OR DEEDED FOR ROAD PURPOSES AND SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AGREEMENTS AND COVENANTS OF RECORD, IF ANY.

TRACT 2: ALL OF THE WEST 548 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 29, RANGE 23, EXCEPT THE WEST 140 FEET OF THE NORTH 210 FEET OF SAID 548 FEET TRACT IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART TAKEN, DEEDED OR USED FOR ROAD PURPOSES.

EXCEPT: ALL OF THAT PROPERTY DESCRIBED IN BOOK 2019, AT PAGE 034193-19, DESCRIBED AS: ALL OF THE EAST 105 FEET OF THE NORTH 210 FEET OF THE WEST 567 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION TWENTY-SIX (26), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-THREE (23), EXCEPT ANY PART USED FOR ROAD PURPOSES ALL IN GREENE COUNTY, MISSOURI.

TRACT 3: ALL OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 29, RANGE 23, IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART TAKEN, DEEDED OR USED FOR ROAD PURPOSES.

BOOK 2017, PAGE 050226-17:
TRACT 1: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 29 NORTH, RANGE 23 WEST; THENCE EAST 969.40 FEET TO AN EXISTING FENCE; THENCE SOUTHWESTERLY ALONG SAID FENCE 764 FEET; THENCE WEST TO THE WEST LINE OF SAID SECTION 26; THENCE NORTH 764 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING. ALL BEING IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART TAKEN, DEEDED OR USED FOR ROAD OR HIGHWAY PURPOSES.

TRACT 2: A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 29 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI; BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE N88°26'14"E A DISTANCE OF 1,388.22 FEET TO AN IRON PIN FOR CORNER; THENCE S01°00'03"E A DISTANCE OF 712.75 FEET TO AN IRON PIN FOR CORNER; THENCE S88°59'57"W A DISTANCE OF 419.11 FEET TO AN IRON PIN FOR CORNER; THENCE S00°58'33"E, A DISTANCE OF 55.14 FEET TO AN IRON PIN FOR CORNER; THENCE S88°25'25"W A DISTANCE OF 969.40 FEET TO AN IRON PIN FOR CORNER; THENCE N00°58'33"W A DISTANCE OF 784.00 FEET TO AN IRON PIN WHICH IS THE POINT OF BEGINNING, EXCEPT THAT PART CONVEYED IN WARRANTY DEED RECORDED IN BOOK 2736 AT PAGE 2607, GREENE COUNTY RECORDER'S OFFICE, GREENE COUNTY, MISSOURI, AND EXCEPT ANY PART THEREOF TAKEN, DEEDED OR USED FOR ROAD OR HIGHWAY PURPOSES, SUBJECT TO ANY EASEMENTS AND RESTRICTIONS OF RECORD.

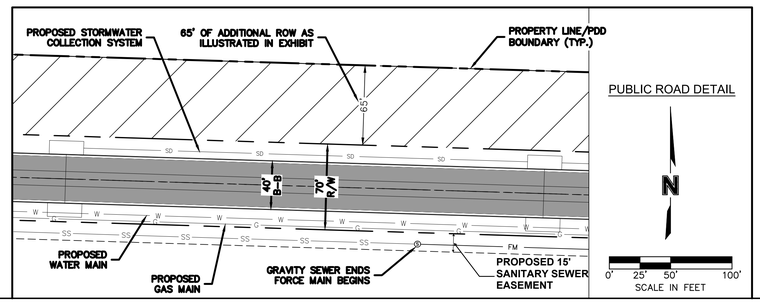
EXCEPT: ALL THAT PROPERTY DESCRIBED IN BOOK 2006, AT PAGE 043499-06, DESCRIBED AS: A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 29 NORTH, RANGE 23 WEST, ALL BEING IN GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, SOUTH 00 DEGREES 58 MINUTES 33 SECONDS EAST, A DISTANCE OF 764.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, SOUTH 00 DEGREES 58 MINUTES 58 SECONDS EAST A DISTANCE OF 571.83 FEET TO AN IRON PIN SET FOR CORNER; THENCE NORTH 88 DEGREES 25 MINUTES 25 SECONDS EAST A DISTANCE OF 969.40 FEET TO AN IRON PIN SET FOR CORNER; THENCE NORTH 00 DEGREES 58 MINUTES 33 SECONDS WEST A DISTANCE OF 625.87 FEET TO AN IRON PIN SET FOR CORNER; THENCE SOUTH 88 DEGREES 25 MINUTES 25 SECONDS WEST, A DISTANCE OF 969.40 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.31 ACRES OF LAND, MORE OR LESS, EXCEPTING ANY PART THEREOF TAKEN OR DEEDED FOR ROAD PURPOSES AND SUBJECT TO EASEMENTS, RESTRICTIONS RESERVATIONS, AGREEMENTS AND COVENANTS OF RECORD, IF ANY.

GENERAL DEVELOPMENT INFORMATION:

1. **EXISTING ZONING – AG AGRICULTURAL DISTRICT**
2. **PROPOSED ZONING – PDD M-2 (HEAVY INDUSTRIAL), C-1 (LOCAL COMMERCIAL), C-2 (GENERAL COMMERCIAL), AND M-1 (LIGHT INDUSTRIAL)**
3. **EXISTING USE – UNDEVELOPED**
4. **REFER TO EXHIBIT 1 FOR LANDSCAPING/BUFFERYARD LOCATIONS AND REQUIREMENTS**
5. **UPON COMPLETION OF INFRASTRUCTURE CONSTRUCTION, A FINAL PLAT IS REQUIRED TO SUBDIVIDE LOTS, AND TO DEDICATE INFRASTRUCTURE**
6. **PRIOR TO DEVELOPMENT ADJACENT TO EXISTING SINKHOLES, A GEOLOGICAL EVALUATION WILL BE REQUIRED IN ACCORDANCE WITH THE CITY'S ORDINANCE AT THE TIME OF DESIGN**

N

0' 100' 200' 400'
SCALE IN FEET



PUBLIC ROAD DETAIL

N

0' 25' 50' 100'
SCALE IN FEET

PREPARED FOR
LPG, LLC
803 S MULBERRY LANE
SPRINGFIELD, MO 65809

PREPARED BY
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806

TOTAL AREA
8,859,232.80± SF (203.39± AC)

1-800-DIG-RITE OR 811
www.mo1call.com

olsson
Olsson, Inc. Engineering MO Sate Cert. of Authority #001592
550 St. Louis St
Springfield, MO 65806
www.olsson.com
TEL 417.890.8802

REV. NO.	DATE	REVISIONS DESCRIPTION	BY

REVISIONS

PDD EXHIBIT

LPG - GARRETT FARM

REPUBLIC, MISSOURI

2023

drawn by:	RPJ
checked by:	JLR
approved by:	JLR
QA/QC by:	JLR
project no.:	023-00173
drawing no.:	C_PBASE_02300173
date:	06.08.2023

SHEET 1 of 1

DWG: \\oa.oad.osconsulting.com\fnts-nas1\projects\2023\00001-00500\023-00173\40-Design\Exhibits\C_PBASE_02300173.dwg USER: whoey
DATE: Jun 09, 2023 11:38am XREFS: V_XTOPO_02300173 V_XBNDY_02300173 Survey_JB508136B

AGENDA ITEM ANALYSIS

Project/Issue Name:	23-30 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately Ten Point Four-Four (10.44) Acres, Located at 688 South Kansas Avenue, from Agricultural (AG) and Medium Density Single-Family (R1-M) to Two-Family Residential (R-2).
Submitted By:	Chris Tabor, Principal Planner
Date:	August 22, 2023

Issue Statement

James Nathan LLC has applied to change the Zoning Classification of approximately **10.44 acres** of property located at 688 S. Kansas Ave. from Agricultural (AG) and Medium Density Single-Family (R1-M) to **Two-Family Residential (R-2).**

Discussion and/or Analysis

The property subject to this Rezoning Application consists of approximately 10.44 acres of land located at 688 South Kansas Avenue; the property is occupied by a vacant house in poor condition resulting from a fire. The requested zoning district is Two-Family Residential (R-2).

The following paragraphs contain brief analyses of present site conditions and the proposal's relationship to **adopted plans of the City.** Evaluation for the purpose of staff recommendation is conducted with the assumption of the most intense buildout for the property to provide for the most responsible analyses.

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:** Support market conditions to develop a greater variety of residential and commercial options.
  - **Objective:** Support a variety of housing developments and styles to ensure a range of options are available.
- **Goal:** Support new development that is well-connected to the existing community.
  - **Objective:** Encourage development that improves and expands upon existing infrastructure.
  - **Objective:** Promote development aligning with current adopted plans of the City.
- **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 is single-family residential.

Compatibility with Surrounding Land Uses

The Applicant is seeking to rezone to the Two-Family Residential (R-2) Zoning District.

The subject property is surrounded by:

- North: Medium Density Single-Family (R1-M)
- East: Medium Density Single-Family (R1-M)
- South: Agricultural (AG)
- West: Agriculture (Greene County)

Land uses permitted in the Two-Family Residential (R-2) Zoning District include duplex-style dwellings and single-family residences.

The land use of the surrounding properties is single-family residential. The Two-Family Residential (R-2) zoning district has a density ratio of 4.36 lots per acre or 8.71 dwellings units per acre.

The density ratios for the current zoning districts, Agricultural (AG) and Medium Density Single-Family Residential (R1-M), are 0.33 lots (or dwellings) per acre and 4.84 lots (or dwellings) per acre, respectively.

Two-Family Residential zoning is considered compatible with single-family uses and can be found in numerous areas across the City.

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 onsite.

Two 6" water mains are accessible to the subject property. One at the south termination of S Angel Ave and another at the east termination of W Audrey St.

Two 8" gravity sewer mains are located at the edge of the subject property. One at the south termination of S Angel Ave and another at the east termination of W Audrey St. Effluent from the subject property would flow to the Lift Station #2, before being pumped to the Treatment Facility.

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

Transportation:

A Traffic Impact Study (TIS) conducted for a previous Rezoning Application was utilized by the Applicant. This study used estimates for trip generations based on a multi-family use classification and was therefore considered acceptable for the lower trip generation of a two-family use classification.

The TIS specifically addressed a full residential buildout of the requested land use, multi-family, with a connection to the Angelbrook Estates subdivision through Angel Avenue and a connection to the Countryside Terrace subdivision through Lipscomb Drive. The TIS also takes into consideration a new public street connection to be made at Kansas Avenue. No traffic improvements were found to be necessary. If City Staff receives an application for a project utilizing street connections that differ from those used as the basis for the received TIS, then Staff may require an updated TIS.

Development of the property will require adherence to the City's Transportation Plan, Adopted Transportation Map, and improvements required by the TIS for buildout.

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, 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 TEN POINT FOUR-FOUR (10.44) ACRES, LOCATED AT 688 SOUTH KANSAS AVENUE, FROM AGRICULTURAL (AG) AND MEDIUM DENSITY SINGLE-FAMILY (R1-M) TO TWO-FAMILY RESIDENTIAL (R-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, James Nathan LLC ("Applicant") submitted an application ("Application") to the City's BUILDS Department for an amendment to the Zoning Code and Official Zoning Map to rezone certain real property consisting of approximately 10.44 acres, located at 688 South Kansas Avenue ("the Property"), from Agricultural (AG) and Medium Density Single-Family (R1-M) to Two-Family Residential (R-2); and

WHEREAS, the City submitted the Application to the Planning and Zoning Commission ("Commission") and set a public hearing before the Commission for August 14, 2023; and

WHEREAS, the City published notice of the time and date of the public hearing at least fifteen (15) days in advance, on July 26, 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 August 14, 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 2 Nays, recommended the approval of the Application; and

WHEREAS, the Application was submitted to the Council for first read at its regular meeting on August 15, 2023, and submitted for second read at its regular meeting on August 22, 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 10.44 acres, located at 688 South Kansas Avenue, more fully described in the legal description herein below, from Agricultural (AG) and Medium Density Single-Family (R1-M) to Two-Family Residential (R-2):

A TRACT OF LAND LOCATED IN THE NORTH ONE-HALF (N1/2) OF GOVT. LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER (NW.FR. 1/4) OF SECTION 30, TOWNSHIP-28-NORTH (T-28-N), RANGE-23-WEST (R-

23-W) OF THE FIFTH PRINCIPAL MERIDIAN, COMPRISING OF ALL THE NORTH 5 ACRES OF THE SOUTH 12 ACRES OF THE WEST 25 ACRES OF SAID N1/2 - L2 - NW.FR.1/4 OF SECTION 30 AND ALL OF LOT 2 AND LOT 3 OF "830 WEST" (A SUBDIVISION FOUND IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK AAA, PAGE 665) MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN CAPPED "LS-2006" MARKING THE NORTHWEST CORNER OF SAID SECTION 30; THENCE S.02°02’10"W., ALONG THE WEST LINE OF THE NORTH ONE-HALF (N1/2) OF LOT 2, OF THE NORTHWEST FRACTIONAL QUARTER (NW FR1/4) OF SAID SECTION 30, A DISTANCE OF 714.69 FEET FOR THE POINT OF BEGINNING:

THENCE S.87°13'41"E., AND ALONG THE SOUTH LINE OF ANGELBROOK ESTATES (A SUBDIVISION FOUND IN GREENE COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK ZZ, AT PAGE 299), A DISTANCE OF 845.03 FEET TO AN EXISTING 1/2" IRON PIN SET BY LS-1872; THENCE N.02°03'17"E., ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 487.70 FEET TO AN EXISTING IRON PIN SET AND CAPPED "PLS-2260" AT THE NORTHWEST CORNER OF LOT 2 OF SAID 830 WEST S/D; THENCE S.87°40'40"E., ALONG NORTH LOT LINE, A DISTANCE OF 215.79 FEET TO AN EXISTING IRON PIN SET AND CAPPED "PLS-2260" AT THE NORTHEAST CORNER OF SAID LOT; THENCE S.02°01'58"W., ALONG THE EAST LINE OF SAID "830 WEST" S/D, A DISTANCE OF 1083.95 FEET TO AN EXISTING ALUM MONUMENT; THENCE S.49°16'56”W. ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE RAILROAD, A DISTANCE OF 27.50 FEET TO AN IRON PIN SET AND CAPPED "PLS-2260" BEING ON THE SOUTH LINE OF SAID N1/2-L2-NW.FR.1/4; THENCE N.87°39'48"W., A DISTANCE OF 196.31 FEET TO AN EXISTING 5/8" IRON PIN; THENCE N.02°07'46"E., A DISTANCE OF 358.67 FEET TO AN EXISTING 1/2" IRON PIN ALSO SET BY LS-1872; THENCE N.87°17'03"W., A DISTANCE OF 845.12 FEET TO A POINT ON THE SAID WEST LINE OF THE NW. FR1/ 4; THENCE N.02°02’10"E., ALONG SAID WEST LINE, A DISTANCE OF 257.13 FEET TO THE POINT OF BEGINNING.

ALL BEING IN GREENE COUNTY, MISSOURI AND CONTAINING 10.44 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.

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

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

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

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

_____

Attest: Matt Russell, Mayor

_____

Laura Burbridge, City Clerk

Approved as to Form:

DocuSigned by:
Damon Phillips
11F90D87116B4F4...
7/28/2023

Megan McCullough, City Attorney

Final Passage and Vote:



OWNER
JAMESNATHAN LLC

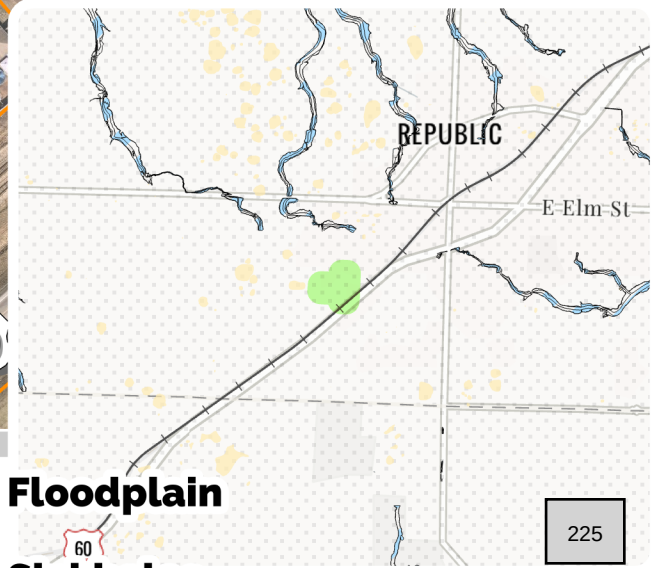
ADDRESS
688 S Kansas

PIN
881730200147

ZONING
AG, R1-M || REQUESTED: R-2

WARD
4

ACREAGE
10.44



REZN 23-005

Site Extent
Out of City
Floodplain
Sinkholes



OWNER
JAMESNATHAN LLC

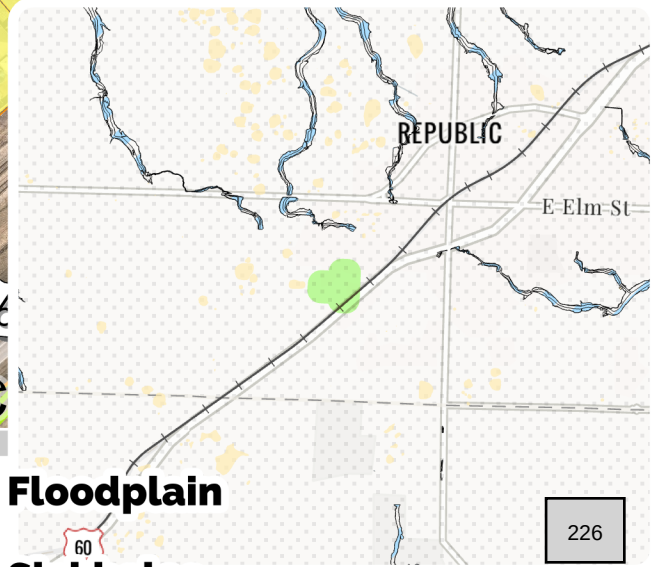
ADDRESS
688 S Kansas

PIN
881730200147

ZONING
AG, R1-M || REQUESTED: R-2

WARD
4

ACREAGE
10.44



REZN 23-005

Site Extent
Out of City
Floodplain
Sinkholes

AGENDA ITEM ANALYSIS

Project/Issue Name:	23-31 An Ordinance of the City Council Approving Budget Amendment No. 1 to the Budget for the Fiscal Year 2023.
Submitted By:	Bob Ford, Finance Director
Date:	August 22, 2023

Issue Statement

To amend the 2023 Budget to better reflect revenues, expenses/expenditures & net cash contribution for fiscal year 2023.

Discussion and/or Analysis

On December 6, 2022, City Council approved the Annual Budget for the fiscal year 2023 as part of Ordinance No. 22-62.

- The FY 2023 Budget is attached hereto and is further broken down into Capital and Operating components by Fund. (See Exhibit A pg. 3 of 4)
- Given current knowledge regarding revenue trends & expenses/capital expenditure trends, Budget Amendment #1 is our most current view of net cash contributed by Fund, i.e., revenues minus expenses/expenditures. (See Exhibit A pg. 4 of 4)
- The following page provides a Summary of Net Cash Contribution Surplus (Deficit) by Fund – Budget versus Budget Amendment #1.

REPUBLIC MISSOURI

FY 2023 Budget vs Budget Amendment #1 Variance Analysis

	Net Cash Contribution Surplus (Deficit)		
	Budget	Net Changes	Budget Amend #1
General Fund			
City Administration	$1,395,391	$152,349	$1,547,740
Courts	($31,699)	($745)	($32,444)
Animal Control	($317,324)	$22,427	($294,897)
Community Development	($716,353)	$22,560	($693,793)
Surplus (Deficit)	**$330,015**	**$196,592**	**$526,607**
Public Safety			
Police	($139,391)	$177,931	$38,539
Fire	$314,491	$370,859	$685,349
Fire Sales Tax	$17,787	$3,015	$20,802
Surplus (Deficit)	**$192,886**	**$551,805**	**$744,691**
BUILDS			
Streets	$44,950	$111,249	$156,199
Stormwater	$0	$8,672	$8,672
Water	$499	($1,235,761)	($1,235,262)
Wastewater	$240,409	$237,705	$478,114
Surplus (Deficit)	**$285,858**	**($878,134)**	**($592,276)**
Parks & Recreation			
Surplus (Deficit)	**$163**	**$3,681,413**	**$3,681,576**
Capital Improvement Sales Tax			
Surplus (Deficit)	**$7,169**	**$423,713**	**$430,882**
CONSOLIDATED Surplus (Deficit)	**$816,091**	**$3,975,388**	**$4,791,479**
Adjust For Pool Bonds & CapEx			
Bond Proceeds - Pool Expansion	$0	($9,920,000)	($9,920,000)
CapEx - Pool Expansion	$0	$6,065,098	$6,065,098
Net Adjustment	**$0**	**($3,854,902)**	**($3,854,902)**
CONSOLIDATED Net Surplus	**$816,091**	**$120,486**	**$936,577**

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL APPROVING BUDGET AMENDMENT NO. 1 TO THE BUDGET FOR THE FISCAL YEAR 2023

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

WHEREAS, on December 6, 2022, the Council approved an annual budget for the fiscal year 2023 in Ordinance No. 22-62; and

WHEREAS, the City Council has the authority to revise budgeted expenditures from any fund pursuant to the provisions of Sections 67.030 and 67.040 RSMo., Section 7.4 of the Republic City Charter, and Section 135.040 of the Republic Municipal Code; and

WHEREAS, the fiscal year 2023 budget must be amended for the City's budget to meet legal requirements and the City's financial needs.

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

Section 1. The total expenditures in the General Fund are decreased by $544,585.00 to a total of $16,181.667.00.

Section 2. The total expenditures in the Parks & Recreation Fund are increased by $6,418,484.00 to a total of $11,447,164.00.

Section 3. The total expenditures in the Street Fund are increased by $1,670,674.00 to a total of $6,309,292.00.

Section 4. The total expenditure in the CIST Fund are decreased by $320,000.00 to a total of $1,620,000.00.

Section 5. The total expenditures in the Fire Sales Tax Fund remains unchanged.

Section 6. The total expenditures in the Water Fund are increased by $1,112,402.00 to a total of $4,176,124.00.

Section 7. The total expenditures in the Wastewater Fund are decreased by $86,596.00 to a total of $29,729,032.00.

Section 8. The total expenditure in the Stormwater Fund remains unchanged.

Section 9. All other provisions of Ordinance No. 22-62 not specifically referenced in this Ordinance shall remain unmodified and in full force and effect.

Section 10. The WHEREAS clauses are specifically incorporated herein by reference.

Section 11. The provisions of this Ordinance are severable, and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

Section 12. 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:

DocuSigned by:
Damon Phillips
11F90D87116B4F4...

8/10/2023

_____

Megan McCullough, City Attorney

Final Passage and Vote:

CITY OF REPUBLIC, MISSOURI

2023 BUDGET AMENDMENT #1

Exhibit A

BUDGET | FY 2023	City-Wide	General Fund				Public Safety			BUILDS Funds				Parks & Rec	CIST
Description	Consolidated	Admin	Court	AC	Com Dev	Police	Fire	Fire Sales Tax	Street	Storm Water	Water	Wastewater	Parks	CIST
Revenues	$33,305,011	$8,981,461	$230,472	$10,500	$468,500	$2,302,472	$1,650,327	$541,442	$3,183,568	$4,000	$2,716,221	$7,090,037	$5,028,843	$1,097,169
Transfers In From Cash	$26,325,000	$0	$0	$0	$50,000	$0	$0	$0	$1,500,000	$611,000	$348,000	$22,966,000	$0	$850,000
Transfers In From General Fund	$3,537,635	$0	$0	$0	$0	$1,347,639	$2,189,996	$0	$0	$0	$0	$0	$0	$0
Transfers Out From General Fund	($3,537,635)	($3,537,635)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Capital Expenditures	($29,383,216)	($68,100)	$0	($1,000)	($57,500)	($22,000)	($20,000)	($510,855)	($1,437,695)	$0	($617,833)	($23,544,833)	($1,163,400)	($1,940,000)
Operating Expenses	($29,430,704)	($3,980,335)	($262,171)	($326,824)	($1,177,353)	($3,767,502)	($3,505,832)	($12,800)	($3,200,923)	($615,000)	($2,445,889)	($6,270,795)	($3,865,280)	$0
Surplus (Deficit)	**$816,091**	**$1,395,391**	**($31,699)**	**($317,324)**	**($716,353)**	**($139,391)**	**$314,491**	**$17,787**	**$44,950**	**$0**	**$499**	**$240,409**	**$163**	**$7,169**
Capital Budget														
Capital Expenditures	($29,383,216)	($68,100)	$0	($1,000)	($57,500)	($22,000)	($20,000)	($510,855)	($1,437,695)	$0	($617,833)	($23,544,833)	($1,163,400)	($1,940,000)
Capital Improvement Sales Tax	$1,097,169	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,097,169
Fire Sales Tax	$541,442	$0	$0	$0	$0	$0	$0	$541,442	$0	$0	$0	$0	$0	$0
Funded From Cash	$26,325,000	$0	$0	$0	$50,000	$0	$0	$0	$1,500,000	$611,000	$348,000	$22,966,000	$0	$850,000
Surplus (Deficit)	**($1,419,605)**	**($68,100)**	**$0**	**($1,000)**	**($7,500)**	**($22,000)**	**($20,000)**	**$30,587**	**$62,305**	**$611,000**	**($269,833)**	**($578,833)**	**($1,163,400)**	**$7,169**
Operating Budget														
Revenues	$31,666,400	$8,981,461	$230,472	$10,500	$468,500	$2,302,472	$1,650,327	$0	$3,183,568	$4,000	$2,716,221	$7,090,037	$5,028,843	$0
Transfers In From General Fund	$3,537,635	$0	$0	$0	$0	$1,347,639	$2,189,996	$0	$0	$0	$0	$0	$0	$0
Operating Expenses	($29,430,704)	($3,980,335)	($262,171)	($326,824)	($1,177,353)	($3,767,502)	($3,505,832)	($12,800)	($3,200,923)	($615,000)	($2,445,889)	($6,270,795)	($3,865,280)	$0
Transfers Out From General Fund	($3,537,635)	($3,537,635)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Surplus (Deficit)	**$2,235,696**	**$1,463,491**	**($31,699)**	**($316,324)**	**($708,853)**	**($117,391)**	**$334,491**	**($12,800)**	**($17,355)**	**($611,000)**	**$270,332**	**$819,242**	**$1,163,563**	**$0**
Surplus (Deficit)	**$816,091**	**$1,395,391**	**($31,699)**	**($317,324)**	**($716,353)**	**($139,391)**	**$314,491**	**$17,787**	**$44,950**	**$0**	**$499**	**$240,409**	**$163**	**$7,169**

CITY OF REPUBLIC, MISSOURI

2023 BUDGET AMENDMENT #1

Exhibit A

BUDGET AMEND 1 | FY 2023 Changes In Revenue	City-Wide Consolidated	General Fund				Public Safety			BUILDS Funds				Parks & Rec	CIST
		Admin	Court	AC	Com Dev	Police	Fire	Fire Sales Tax	Street	Storm Water	Water	Wastewater	Parks	CIST
Bond Proceeds	$9,920,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$9,920,000	$0
Interest Revenue	$1,482,508	$218,258	$0	$0	$0	$0	$0	$17,463	$110,630	$8,672	$34,641	$900,109	$192,734	$0
Reimbursements	$336,000	$0	$0	$0	$0	$0	$0	$0	$1,285,000	$0	($200,000)	($749,000)	$0	$0
State Motor Fuel Sales Tax	$195,747	$0	$0	$0	$0	$0	$0	$0	$195,747	$0	$0	$0	$0	$0
Property Taxes	$153,149	$116,422	$0	$0	$0	$0	$0	$0	$25,463	$0	$0	$0	$11,264	$0
OTO Reimbursements	$132,517	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$132,517
Other Revenue	$78,576	$0	$0	$9,500	$5,150	$0	$0	$0	$21,926	$0	$42,000	$0	$0	$0
State Motor Vehicle Sales Tax	$70,667	$0	$0	$0	$0	$0	$0	$0	$70,667	$0	$0	$0	$0	$0
Greene - Law Enforcement Sales Tax	$67,399	$0	$0	$0	$0	$67,399	$0	$0	$0	$0	$0	$0	$0	$0
Greene - Parks Sales Taxes	$49,407	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$49,407	$0
Baseball Program	$13,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$13,000	$0
Cigarette Sales Tax	($3,810)	$0	$0	$0	$0	$0	($3,810)	$0	$0	$0	$0	$0	$0	$0
City - Fire Sales Tax	($14,448)	$0	$0	$0	$0	$0	$0	($14,448)	$0	$0	$0	$0	$0	$0
Parks (Janitorial)	($28,900)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	($28,900)	$0
City - Capital Improvement Sales Tax	($28,804)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	($28,804)
City - Transportation Sales Tax	($57,510)	$0	$0	$0	$0	$0	$0	$0	($57,510)	$0	$0	$0	$0	$0
City - Parks Sales Taxes	($57,608)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	($57,608)	$0
City - Public Safety Sales Tax	($96,907)	$0	$0	$0	$0	($48,453)	($48,453)	$0	$0	$0	$0	$0	$0	$0
City - General Sales Tax	($115,215)	($115,215)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Net Change in Revenues	**$12,095,767**	**$219,465**	**$0**	**$9,500**	**$5,150**	**$18,946**	**($52,264)**	**$3,015**	**$1,651,923**	**$8,672**	**($123,359)**	**$151,109**	**$10,099,897**	**$103,713**

Changes in Expense	Consolidated	Admin	Court	AC	Com Dev	Police	Fire	Fire Sales Tax	Street	Storm Water	Water	Wastewater	Parks	CIST
Personnel Savings	$1,003,693	$250,692	$0	$30,789	$55,993	$123,505	$360,597	$0	$44,649	$0	$28,852	$28,852	$79,763	$0
Engineering Fees	$1,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,000,000	$0	$0
Hines & Lynn	$490,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$490,000
Work Comp	$25,866	($78,637)	$0	($1,825)	($7,546)	$35,383	$62,526	$0	$23,933	$0	($14,000)	$5,204	$828	$0
Cybercrime Insurance	($23,821)	($23,821)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Questica	($37,050)	($37,050)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Robot Field Painter	($39,900)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	($39,900)	$0
Equipment & Furniture	($55,000)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	($55,000)	$0
Legal Software	($65,000)	($65,000)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
203 Main Renovation	($100,000)	($100,000)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Schuyler Creek Trail	($170,000)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	($170,000)
Bond Payments	($265,098)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	($265,098)	$0
Other	($371,480)	($13,299)	($745)	($16,036)	($31,038)	$97	$0	$0	($10,702)	$0	($68,838)	($224,816)	($6,105)	$0
Repairs & Maintenance	($544,250)	$0	$0	$0	$0	$0	$0	$0	($8,750)	$0	($146,750)	($363,750)	($25,000)	$0
Capital	($8,968,339)	$0	$0	$0	$0	$0	$0	$0	($1,589,805)	$0	($911,667)	($358,895)	($6,107,972)	$0
Net Change in Expenses	**($8,120,379)**	**($67,115)**	**($745)**	**$12,927**	**$17,410**	**$158,985**	**$423,122**	**$0**	**($1,540,674)**	**$0**	**($1,112,402)**	**$86,596**	**($6,418,484)**	**$320,000**

Summary	Consolidated	Admin	Court	AC	Com Dev	Police	Fire	Fire Sales Tax	Street	Storm Water	Water	Wastewater	Parks	CIST
Surplus (Deficit)	**$4,791,479**	**$1,547,740**	**($32,444)**	**($294,897)**	**($693,793)**	**$38,539**	**$685,349**	**$20,802**	**$156,199**	**$8,672**	**($1,235,262)**	**$478,114**	**$3,681,576**	**$430,882**
Variance from Budget	$3,975,388	$152,349	($745)	$22,427	$22,560	$177,931	$370,859	$3,015	$111,249	$8,672	($1,235,761)	$237,705	$3,681,413	$423,713
		$196,592				$551,805			($878,134)				$3,681,413	$423,713

ADJUST FOR

Bond Proceeds - Pool Expansion	($9,920,000)	Debt - Source of Cash	($9,920,000)
Capital Expenditures - Pool Expansion	$6,065,098	Property, Plant & Equipment Capital Investment - Use of Cash	$6,065,098
Net Adjustment	($3,854,902)	Residual Bond Proceed Cash remaining on Balance Sheet	($3,854,902)
Surplus (Deficit) w/o Parks Bonds	**$936,577**		**($173,326)**

AGENDA ITEM ANALYSIS

Project/Issue Name:	23-32 An Ordinance of the City Council Setting the 2023 Property Tax Levies for the City of Republic, Missouri.
Submitted By:	Bob Ford, Finance Director
Date:	August 22, 2023

Issue Statement

To approve property tax levies for the year 2023 in accordance with the recommendations from the Missouri State Auditor's Office.

Discussion and/or Analysis

The City of Republic maintains three property tax levies:

- General Operating,
- Parks and Recreation, and
- Street Lighting.

The Greene and Christian County Assessors have provided the assessed valuation information to the City and to the State Auditor's Office. The City must establish its rates in accordance with those approved by the State Auditor.

The attached worksheet and supporting documents illustrate the change in assessed valuation, compared to the 2022 tax year.

Greene County and Christian County officials assess property value, mail property tax statements, and collect and remit property tax funds to Republic. In return, Christian County retains 4% of collections to offset their costs while Greene County retains 3%.

Under state law, the tax levy must be set by September 1, or the City can only collect tax sufficient to pay interest and principal on any outstanding bonds.

Recommended Property Tax Levies and Estimated Revenues

Tax Levy - Type	2022 Levy	2023 Levy	Difference
General Operating	0.4326	0.4267	-0.0059
Parks & Recreation	0.1166	0.1150	-0.0016
Street Lights	0.0666	0.0657	-0.0009
	0.6158	**0.6074**	**-0.0084**

Assessed Valuation	2022	2023	Difference
Real Estate, Railroad & Utility	**$277,635,528**	**$326,173,312**	**$48,537,784**

Tax Revenue - Type	2022 Levy	2023 Levy	Difference
General Operating	$1,201,051	$1,391,782	$190,730
Parks & Recreation	$323,723	$375,099	$51,376
Street Lights	$184,905	$214,296	$29,391
	$1,709,679	**$1,981,177**	**$271,497**

Recommended Action

Passage of setting of 2023 property tax levies in accordance with the State Auditor's recommendation of 0.6074 total levy is recommended. The maximum amount to be reflected in the City's 2024 Annual Budget of $1,981,177.

AN ORDINANCE OF THE CITY COUNCIL SETTING THE 2023 PROPERTY TAX LEVIES FOR THE CITY OF REPUBLIC, MISSOURI

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 Missouri State Auditor's Office reviews data from local governments and other taxing authorities in the State of Missouri on an annual basis to ensure compliance with state law and to maintain revenue neutrality; and

WHEREAS, based on the data it receives and reviews, the Missouri State Auditor's Office provides a pro-forma tax rate calculation, which the City utilizes in setting its property tax rate(s) for the applicable year; and

WHEREAS, as required by law, a notice of public hearing for the approval of the City's proposed 2023 property tax levies was published at least seven (7) days prior to the public hearing; and

WHEREAS, following the public hearing, the City hereby adopts the 2023 property tax levies in accordance with the Missouri State Auditor's Office pro-forma calculations.

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

Section 1: For the year 2023, there is hereby levied a tax upon each $100.00 of assessed valuation of real estate within the corporate limits of the City of Republic, Missouri, at the following rates and for the following purposes:

A.	**General Revenue Fund**	**0.4267**
B.	**Park Fund**	**0.1150**
C.	**Street Lighting Fund**	**0.0657**
	TOTAL	**0.6074**

Section 2: On the day following the effective date of the passage of this Ordinance, the levy established herewith shall be certified by the City Clerk and delivered to the County Clerk of Greene County, Missouri and the County Clerk of Christian County, Missouri.

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:

DocuSigned by:
Damon Phillips 8/10/2023
11F90D87116B4F4...
Megan McCullough, City Attorney

Final Passage and Vote:

Scott Fitzpatrick
Missouri State Auditor

MEMORANDUM

August 11, 2023

TO: 09-039-0005 City of Republic

RE: Setting of 2023 Property Tax Rates

The following are the tax rate computational forms that have been reviewed. Please follow the steps below to complete the process of setting your 2023 Property Tax Rate(s).

1. **Lines G - BB on the Summary Page should be completed** to show the actual tax rate(s) to levy.
2. Please **sign and date the Summary Page.**
3. Please **submit the finalized tax rate forms ready for certification to the County Clerk of each county** that your political subdivision resides in. The County Clerk must also sign the Summary Page and indicate the proposed tax rate to be entered on the tax books before submitting rate(s) to the State Auditor's Office for final review and certification.

If the attached calculation differs from the questionnaire submitted for review, please review the following line items for the reason(s) for the difference.

- **Form A, Line 2b - New Construction & Improvements - Personal Property**

  Section 137.073.4, RSMo, states that the aggregate increase in valuation of personal property for the current year over that of the previous year is the equivalent of the new construction and improvements factor for personal property.

- **Form A, Line 5 - Prior Year Assessed Valuation**

  If the 2023 questionnaire has a different amount on Form A, Line 5 than was previously submitted, we had to revise the 2022 calculation for this change. The revised 2022 tax rate ceiling is listed on the 2023 Summary Page, Line A. Your primary County Clerk should forward a copy of the revised 2022 calculation; please keep this form for your files.

- **(SCHOOL DISTRICTS ONLY) Form A, Line 14**

  We revised the information the school district submitted on Line 14 to the amount computed by the Department of Elementary and Secondary Education (DESE).

If you have any questions about the enclosed forms, please contact the local government section at (573-751-4213.)

Political Subdivision - 09-039-0005 City of Republic

Purpose	County	Current Assessed Valuation			New Construction and Improvements Real Estate	Newly Added Territory	Newly Separated Territory	Property Changed from Local to State Assessed
		Real Property	Personal Property	Total				
01 General Revenue	022 Christian	4,364,581	0	4,364,581	427,450	0	0	0
01 General Revenue	039 Greene	321,808,731	0	321,808,731	29,966,134	265,860	0	0
	Total	326,173,312	0	326,173,312	30,393,584	265,860	0	0
02 Parks & Recreation	022 Christian	4,364,581	0	4,364,581	427,450	0	0	0
02 Parks & Recreation	039 Greene	321,808,731	0	321,808,731	29,966,134	265,860	0	0
	Total	326,173,312	0	326,173,312	30,393,584	265,860	0	0
04 Lights	022 Christian	4,364,581	0	4,364,581	427,450	0	0	0
04 Lights	039 Greene	321,808,731	0	321,808,731	29,966,134	265,860	0	0
	Total	326,173,312	0	326,173,312	30,393,584	265,860	0	0

PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED 8/11/2023

Item 18.

Summary Page

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic	09-039-0005	General Revenue
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

		For Political Subdivision Use in Calculating its Tax Rate
A.	**Prior year tax rate ceiling** as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year (Prior year Summary Page, Line F minus Line H in odd numbered year or prior year Summary Page, Line F in even numbered year)	0.4326
B.	**Current year rate computed** pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18)	0.4267
C.	**Amount of rate increase authorized by voters for current year** if same purpose. (Form B, Line 7)	
D.	**Rate to compare to maximum authorized levy to determine tax rate ceiling** (Line B if no election, otherwise Line C)	0.4267
E.	**Maximum authorized levy** the most recent voter approved rate	0.9000
F.	**Current year tax rate ceiling** maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E)	0.4267
G1.	**Less required sales tax reduction** taken from tax rate ceiling (Line F), if applicable	
G2.	**Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies)** taken from tax rate ceiling (Line F)	
H.	**Less voluntary reduction by political subdivision** taken from the tax rate ceiling (Line F) WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.	
I.	**Plus allowable recoupment rate** added to tax rate ceiling (Line F) If applicable, attach Form G or H.	
J.	**Tax rate to be levied** (Line F - Line G1 - Line G2 - Line H + Line I)	
AA.	**Rate to be levied for debt service,** if applicable (Form C, Line 10)	
BB.	**Additional special purpose rate authorized by voters** after the prior year tax rates were set. (Form B, Line 7 if a different purpose)	

Certification

I, the undersigned, _____ (Office) of _____ (Political Subdivision) levying a rate in _____ (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

(Date)	(Signature)	(Print Name)	(Telephone)

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J _____ AA _____ BB _____

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

(Date)	(County Clerk's Signature)	(County)	(Telephone)

PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

Form A

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic	09-039-0005	General Revenue
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. **(2023) Current year assessed valuation**

   Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

   (a) 326,173,312 (Real Estate) + (b) 0 (Personal Property) = 326,173,312 (Total)

2. **Assessed valuation of new construction & improvements**

   2(a) - Obtained from the county clerk or county assessor

   2(b) - increase in personal property, use the formula listed under Line 2(b)

   (a) 30,393,584 (Real Estate) + (b) 0 (Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b) **If Line 2b is negative, enter zero**) = 30,393,584 (Total)

3. **Assessed value of newly added territory**
   obtained from the county clerk or county assessor

   (a) 265,860 (Real Estate) + (b) 0 (Personal Property) = 265,860 (Total)

4. **Adjusted current year assessed valuation**
   (Line 1 total - Line 2 total - Line 3 total) 295,513,868

5. **(2022) Prior year assessed valuation**

   Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

   NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

   (a) 277,635,528 (Real Estate) + (b) 0 (Personal Property) = 277,635,528 (Total)

6. **Assessed value of newly separated territory**
   obtained from the county clerk or county assessor

   (a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

7. **Assessed value of property locally assessed in prior year, but state assessed in current year**
   obtained from the county clerk or county assessor

   (a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

8. **Adjusted prior year assessed valuation**
   (Line 5 total - Line 6 total - Line 7 total) 277,635,528

PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

Form A

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic	09-039-0005	General Revenue
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

	For Political Subdivision Use in Calculating its Tax Rate
9. **Percentage increase in adjusted valuation** of existing property in the current year over the prior year's assessed valuation (Line 4 - Line 8 / Line 8 x 100)	6.4395%
10. **Increase in Consumer Price Index (CPI)** certified by the State Tax Commission	6.5000%
11. **Adjusted prior year assessed valuation** (Line 8)	277,635,528
12. **(2022) Tax rate ceiling from prior year** (Summary Page, Line A)	0.4326
13. **Maximum prior year adjusted revenue** from property that existed in both years (Line 11 x Line 12 / 100)	1,201,051
14. **Permitted reassessment revenue growth** The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10) or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0 or more than 5%.	5.0000%
15. **Additional revenue permitted** (Line 13 x Line 14)	60,053
16. **Total revenue permitted in current year *** from property that existed in both years (Line 13 + Line 15)	1,261,104
17. **Adjusted current year assessed valuation** (Line 4)	295,513,868
18. **Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo** (Line 16 / Line 17 x 100) Round a fraction to the nearest one/one hundreth of a cent. **Enter this rate on the Summary Page, Line B**	0.4267

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.

PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED 8/11/2023

Item 18.

Summary Page

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic	09-039-0005	Parks & Recreation
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

		For Political Subdivision Use in Calculating its Tax Rate
A.	**Prior year tax rate ceiling** as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year (Prior year Summary Page, Line F minus Line H in odd numbered year or prior year Summary Page, Line F in even numbered year)	0.1166
B.	**Current year rate computed** pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18)	0.1150
C.	**Amount of rate increase authorized by voters for current year** if same purpose. (Form B, Line 7)	
D.	**Rate to compare to maximum authorized levy to determine tax rate ceiling** (Line B if no election, otherwise Line C)	0.1150
E.	**Maximum authorized levy** the most recent voter approved rate	0.2000
F.	**Current year tax rate ceiling** maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E)	0.1150
G1.	**Less required sales tax reduction** taken from tax rate ceiling (Line F), if applicable	
G2.	**Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies)** taken from tax rate ceiling (Line F)	
H.	**Less voluntary reduction by political subdivision** taken from the tax rate ceiling (Line F) WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.	
I.	**Plus allowable recoupment rate** added to tax rate ceiling (Line F) If applicable, attach Form G or H.	
J.	**Tax rate to be levied** (Line F - Line G1 - Line G2 - Line H + Line I)	
AA.	**Rate to be levied for debt service,** if applicable (Form C, Line 10)	
BB.	**Additional special purpose rate authorized by voters** after the prior year tax rates were set. (Form B, Line 7 if a different purpose)	

Certification

I, the undersigned, _____ (Office) of _____ (Political Subdivision) levying a rate in _____ (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

(Date)	(Signature)	(Print Name)	(Telephone)

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J _____ AA _____ BB _____

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

(Date)	(County Clerk's Signature)	(County)	(Telephone)

PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

Form A

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic	09-039-0005	Parks & Recreation
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. **(2023) Current year assessed valuation**

   Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

   (a) 326,173,312 (Real Estate) + (b) 0 (Personal Property) = 326,173,312 (Total)

2. **Assessed valuation of new construction & improvements**

   2(a) - Obtained from the county clerk or county assessor

   2(b) - increase in personal property, use the formula listed under Line 2(b)

   (a) 30,393,584 (Real Estate) + (b) 0 (Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b) **If Line 2b is negative, enter zero**) = 30,393,584 (Total)

3. **Assessed value of newly added territory**
   obtained from the county clerk or county assessor

   (a) 265,860 (Real Estate) + (b) 0 (Personal Property) = 265,860 (Total)

4. **Adjusted current year assessed valuation**
   (Line 1 total - Line 2 total - Line 3 total) 295,513,868

5. **(2022) Prior year assessed valuation**

   Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

   NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

   (a) 277,635,528 (Real Estate) + (b) 0 (Personal Property) = 277,635,528 (Total)

6. **Assessed value of newly separated territory**
   obtained from the county clerk or county assessor

   (a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

7. **Assessed value of property locally assessed in prior year, but state assessed in current year**
   obtained from the county clerk or county assessor

   (a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

8. **Adjusted prior year assessed valuation**
   (Line 5 total - Line 6 total - Line 7 total) 277,635,528

PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

Form A

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic	09-039-0005	Parks & Recreation
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

	For Political Subdivision Use in Calculating its Tax Rate
9. **Percentage increase in adjusted valuation** of existing property in the current year over the prior year's assessed valuation (Line 4 - Line 8 / Line 8 x 100)	6.4395%
10. **Increase in Consumer Price Index (CPI)** certified by the State Tax Commission	6.5000%
11. **Adjusted prior year assessed valuation** (Line 8)	277,635,528
12. **(2022) Tax rate ceiling from prior year** (Summary Page, Line A)	0.1166
13. **Maximum prior year adjusted revenue** from property that existed in both years (Line 11 x Line 12 / 100)	323,723
14. **Permitted reassessment revenue growth** The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10) or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0 or more than 5%.	5.0000%
15. **Additional revenue permitted** (Line 13 x Line 14)	16,186
16. **Total revenue permitted in current year *** from property that existed in both years (Line 13 + Line 15)	339,909
17. **Adjusted current year assessed valuation** (Line 4)	295,513,868
18. **Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo** (Line 16 / Line 17 x 100) Round a fraction to the nearest one/one hundreth of a cent. **Enter this rate on the Summary Page, Line B**	0.1150

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.

PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

Summary Page

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic	09-039-0005	Lights
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

		For Political Subdivision Use in Calculating its Tax Rate
A.	**Prior year tax rate ceiling** as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year (Prior year Summary Page, Line F minus Line H in odd numbered year or prior year Summary Page, Line F in even numbered year)	0.0666
B.	**Current year rate computed** pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18)	0.0657
C.	**Amount of rate increase authorized by voters for current year** if same purpose. (Form B, Line 7)	
D.	**Rate to compare to maximum authorized levy to determine tax rate ceiling** (Line B if no election, otherwise Line C)	0.0657
E.	**Maximum authorized levy** the most recent voter approved rate	0.1000
F.	**Current year tax rate ceiling** maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E)	0.0657
G1.	**Less required sales tax reduction** taken from tax rate ceiling (Line F), if applicable	
G2.	**Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies)** taken from tax rate ceiling (Line F)	
H.	**Less voluntary reduction by political subdivision** taken from the tax rate ceiling (Line F) WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.	
I.	**Plus allowable recoupment rate** added to tax rate ceiling (Line F) If applicable, attach Form G or H.	
J.	**Tax rate to be levied** (Line F - Line G1 - Line G2 - Line H + Line I)	
AA.	**Rate to be levied for debt service,** if applicable (Form C, Line 10)	
BB.	**Additional special purpose rate authorized by voters** after the prior year tax rates were set. (Form B, Line 7 if a different purpose)	

Certification

I, the undersigned, _____ (Office) of _____ (Political Subdivision) levying a rate in _____ (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

(Date)	(Signature)	(Print Name)	(Telephone)

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J _____ AA _____ BB _____

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

(Date)	(County Clerk's Signature)	(County)	(Telephone)

PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

Form A

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic	09-039-0005	Lights
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. **(2023) Current year assessed valuation**

   Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

   (a) 326,173,312 (Real Estate) + (b) 0 (Personal Property) = 326,173,312 (Total)

2. **Assessed valuation of new construction & improvements**

   2(a) - Obtained from the county clerk or county assessor

   2(b) - increase in personal property, use the formula listed under Line 2(b)

   (a) 30,393,584 (Real Estate) + (b) 0 (Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b) **If Line 2b is negative, enter zero**) = 30,393,584 (Total)

3. **Assessed value of newly added territory**
   obtained from the county clerk or county assessor

   (a) 265,860 (Real Estate) + (b) 0 (Personal Property) = 265,860 (Total)

4. **Adjusted current year assessed valuation**
   (Line 1 total - Line 2 total - Line 3 total) 295,513,868

5. **(2022) Prior year assessed valuation**

   Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

   NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

   (a) 277,635,528 (Real Estate) + (b) 0 (Personal Property) = 277,635,528 (Total)

6. **Assessed value of newly separated territory**
   obtained from the county clerk or county assessor

   (a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

7. **Assessed value of property locally assessed in prior year, but state assessed in current year**
   obtained from the county clerk or county assessor

   (a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

8. **Adjusted prior year assessed valuation**
   (Line 5 total - Line 6 total - Line 7 total) 277,635,528

PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

Form A

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic	09-039-0005	Lights
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

	For Political Subdivision Use in Calculating its Tax Rate
9. **Percentage increase in adjusted valuation** of existing property in the current year over the prior year's assessed valuation (Line 4 - Line 8 / Line 8 x 100)	6.4395%
10. **Increase in Consumer Price Index (CPI)** certified by the State Tax Commission	6.5000%
11. **Adjusted prior year assessed valuation** (Line 8)	277,635,528
12. **(2022) Tax rate ceiling from prior year** (Summary Page, Line A)	0.0666
13. **Maximum prior year adjusted revenue** from property that existed in both years (Line 11 x Line 12 / 100)	184,905
14. **Permitted reassessment revenue growth** The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10) or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0 or more than 5%.	5.0000%
15. **Additional revenue permitted** (Line 13 x Line 14)	9,245
16. **Total revenue permitted in current year *** from property that existed in both years (Line 13 + Line 15)	194,150
17. **Adjusted current year assessed valuation** (Line 4)	295,513,868
18. **Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo** (Line 16 / Line 17 x 100) Round a fraction to the nearest one/one hundreth of a cent. **Enter this rate on the Summary Page, Line B**	0.0657

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.

PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

Informational Data

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic	09-039-0005	General Revenue
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s). The information on this page should not be used in the current year unless the taxing authority wishes to reverse any voluntary reduction(s) taken in prior even numbered year(s) and follows the following steps in an even numbered year.

Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.

Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

		Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken
	Informational Summary Page	
A.	**Prior year tax rate ceiling** (Prior year Informational Summary Page, Line F)	0.4326
B.	**Current year rate computed** (Informational Form A, Line 18 below)	0.4267
C.	**Amount of increase authorized by voters for current year** (Informational Form B, Line 7 below)	
D.	**Rate to compare to maximum authorized levy** (Line B if no election, otherwise Line C)	0.4267
E.	**Maximum authorized levy** most recent voter approved rate	0.9000
F.	**Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year** (Lower of Line D or E)	0.4267
	Informational Form A	
9.	**Percentage increase in adjusted valuation** (Form A, Line 4 - Line 8 / Line 8 x 100)	6.4395%
10.	**Increase in Consumer Price Index (CPI)** certified by the State Tax Commission	6.5000%
11.	**Adjusted prior year assessed valuation** (Form A, Line 8)	277,635,528
12.	**(2022) Tax rate ceiling from prior year** (Informational Summary Page, Line A from above)	0.4326
13.	**Maximum prior year adjusted revenue** from property that existed in both years (Line 11 x Line 12 / 100)	1,201,051
14.	**Permitted reassessment revenue growth** The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0, nor more than 5%.	5.0000%
15.	**Additional reassessment revenue permitted** (Line 13 x Line 14)	60,053
16.	**Total revenue permitted in current year** from property that existed in both years (Line 13 + Line 15)	1,261,104
17.	**Adjusted current year assessed valuation** (Form A, Line 4)	295,513,868
18.	**Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo,** if no voluntary reduction was taken (Line 16 / Line 17 x 100)	0.4267
	Informational Form B	
6.	**Prior year tax rate ceiling to apply voter approved increase to** (Informational Summary Page, Line A if increase to an existing rate, otherwise 0)	
7.	**Voter approved increased tax rate to adjust** (If an "increase of/by" ballot, Form B, Line 5a + Line 6, if an "increase to" ballot, Form B, Line 5b)	

PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

Informational Data

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic	09-039-0005	Parks & Recreation
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s). The information on this page should not be used in the current year unless the taxing authority wishes to reverse any voluntary reduction(s) taken in prior even numbered year(s) and follows the following steps in an even numbered year.

Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.

Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

		Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken
	Informational Summary Page	
A.	**Prior year tax rate ceiling** (Prior year Informational Summary Page, Line F)	0.1166
B.	**Current year rate computed** (Informational Form A, Line 18 below)	0.1150
C.	**Amount of increase authorized by voters for current year** (Informational Form B, Line 7 below)	
D.	**Rate to compare to maximum authorized levy** (Line B if no election, otherwise Line C)	0.1150
E.	**Maximum authorized levy** most recent voter approved rate	0.2000
F.	**Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year** (Lower of Line D or E)	0.1150
	Informational Form A	
9.	**Percentage increase in adjusted valuation** (Form A, Line 4 - Line 8 / Line 8 x 100)	6.4395%
10.	**Increase in Consumer Price Index (CPI)** certified by the State Tax Commission	6.5000%
11.	**Adjusted prior year assessed valuation** (Form A, Line 8)	277,635,528
12.	**(2022) Tax rate ceiling from prior year** (Informational Summary Page, Line A from above)	0.1166
13.	**Maximum prior year adjusted revenue** from property that existed in both years (Line 11 x Line 12 / 100)	323,723
14.	**Permitted reassessment revenue growth** The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0, nor more than 5%.	5.0000%
15.	**Additional reassessment revenue permitted** (Line 13 x Line 14)	16,186
16.	**Total revenue permitted in current year** from property that existed in both years (Line 13 + Line 15)	339,909
17.	**Adjusted current year assessed valuation** (Form A, Line 4)	295,513,868
18.	**Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo,** if no voluntary reduction was taken (Line 16 / Line 17 x 100)	0.1150
	Informational Form B	
6.	**Prior year tax rate ceiling to apply voter approved increase to** (Informational Summary Page, Line A if increase to an existing rate, otherwise 0)	
7.	**Voter approved increased tax rate to adjust** (If an "increase of/by" ballot, Form B, Line 5a + Line 6, if an "increase to" ballot, Form B, Line 5b)	

PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

Informational Data

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic	09-039-0005	Lights
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s). The information on this page should not be used in the current year unless the taxing authority wishes to reverse any voluntary reduction(s) taken in prior even numbered year(s) and follows the following steps in an even numbered year.

Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.

Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

		Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken
	Informational Summary Page	
A.	**Prior year tax rate ceiling** (Prior year Informational Summary Page, Line F)	0.0666
B.	**Current year rate computed** (Informational Form A, Line 18 below)	0.0657
C.	**Amount of increase authorized by voters for current year** (Informational Form B, Line 7 below)	
D.	**Rate to compare to maximum authorized levy** (Line B if no election, otherwise Line C)	0.0657
E.	**Maximum authorized levy** most recent voter approved rate	0.1000
F.	**Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year** (Lower of Line D or E)	0.0657
	Informational Form A	
9.	**Percentage increase in adjusted valuation** (Form A, Line 4 - Line 8 / Line 8 x 100)	6.4395%
10.	**Increase in Consumer Price Index (CPI)** certified by the State Tax Commission	6.5000%
11.	**Adjusted prior year assessed valuation** (Form A, Line 8)	277,635,528
12.	**(2022) Tax rate ceiling from prior year** (Informational Summary Page, Line A from above)	0.0666
13.	**Maximum prior year adjusted revenue** from property that existed in both years (Line 11 x Line 12 / 100)	184,905
14.	**Permitted reassessment revenue growth** The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0, nor more than 5%.	5.0000%
15.	**Additional reassessment revenue permitted** (Line 13 x Line 14)	9,245
16.	**Total revenue permitted in current year** from property that existed in both years (Line 13 + Line 15)	194,150
17.	**Adjusted current year assessed valuation** (Form A, Line 4)	295,513,868
18.	**Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo,** if no voluntary reduction was taken (Line 16 / Line 17 x 100)	0.0657
	Informational Form B	
6.	**Prior year tax rate ceiling to apply voter approved increase to** (Informational Summary Page, Line A if increase to an existing rate, otherwise 0)	
7.	**Voter approved increased tax rate to adjust** (If an "increase of/by" ballot, Form B, Line 5a + Line 6, if an "increase to" ballot, Form B, Line 5b)	

PAULA BRUMFIELD
Clerk of the County Commission
OF
CHRISTIAN
COUNTY
100 W. CHURCH, ROOM 304 • OZARK, MO 65721
Phone: 417-582-4340 • Fax: 417-581-8331
pbrumfield@christiancountymo.gov

AUGUST 1, 2023

REPUBLIC CITY

The following valuations of your district are furnished for your information. These are your assessed valuations for the 2023 year; real estate by class, personal and Railroad and Utility as amended by the Board of Equalization which adjourned on the 31st day of July, 2023.

Real Estate County Valuations By Category:		
	Residential	4,142,260
	Agricultural	350
	Commercial	181,570
	Real Estate County Total	4,324,180
Real Estate State & Local RR/Utility Valuations:		
	Local RR/Utility	0
	State RR/Utility	0
	Real Estate RR/Utility Total	0
	GRAND TOTAL REAL ESTATE PROPERTY	4,324,180
Personal Property Valuations:		
	County Personal	742,530
	Local RR/Utility	0
	State RR/Utility	0
	GRAND TOTAL PERSONAL PROPERTY	742,530
	GRAND TOTAL PROPERTY VALUATION	5,066,710

The new construction real property amount included in the Real Estate Property total above is: 427,450

Sincerely,

Paula Brumfield

PAULA BRUMFIELD
Clerk of the County Commission
OF
CHRISTIAN
COUNTY
100 W. CHURCH, ROOM 304 • OZARK, MO 65721
Phone: 417-582-4340 • Fax: 417-581-8331
pbrumfield@christiancountymo.gov

AUGUST 1, 2023

REPUBLIC CITY

The following valuations of your district are furnished for your information. These are your assessed valuations for the 2023 year; real estate by class, personal and Railroad and Utility as amended by the Board of Equalization which adjourned on the 31st day of July, 2023.

Real Estate County Valuations By Category:		
	Residential	0
	Agricultural	0
	Commercial	0
	Real Estate County Total	0
Real Estate State & Local RR/Utility Valuations:		
	Local RR/Utility	0
	State RR/Utility	40,401
	Real Estate RR/Utility Total	40,401
	GRAND TOTAL REAL ESTATE PROPERTY	40,401
Personal Property Valuations:		
	County Personal	0
	Local RR/Utility	50,690
	State RR/Utility	7,022
	GRAND TOTAL PERSONAL PROPERTY	57,712
	GRAND TOTAL PROPERTY VALUATION	98,113

The new construction real property amount included in the Real Estate Property total above is: 0

Sincerely,

Paula Brumfield

County of GREENE State of Missouri

GREENE COUNTY COURTHOUSE
940 N BOONVILLE ROOM 113
SPRINGFIELD, MO 65802
(417) 868-4055

SHANE SCHOELLER
COUNTY CLERK

NOTICE OF 2023
AGGREGATE ASSESSED VALUATION
August 8, 2023

Per RSMo.137.245.3, I, Shane Schoeller, Greene County Clerk, do hereby certify that the following is the aggregate assessed valuation of the City of Republic in Greene County, Missouri, for the year 2023 as shown on the assessment lists on May 31, 2023 plus railroad and utility valuations as reported by the State Tax Commission.

1. Real Estate - Residential	**$**	**222,022,950**
2. Real Estate - Agricultural		**426,540**
3. Real Estate - Commercial		**91,536,860**
4. Real Estate - Commercial/Local RRU		**1,721,728**
5. Real Estate - Commercial/State RRU		**6,100,653**
6. Personal Property		**73,113,940**
7. Personal Property - Local RRU		**479,437**
8. Personal Property - State RRU		**1,382,839**
Total	**$**	**396,784,947**

Real Estate - New Construction Value	$	29,966,134
Tax Increment Financing (TIF) District Value		0
Newly Added Territory	$	265,860
Newly Separated Territory		
Property Changed from Local to State - Real Estate		
Property Changed from Local to State - Personal Property		

This information is transmitted to you in compliance with R.S.Mo. § 67.110, which requires that notice be given and public hearings held before tax rates are set.

AGENDA ITEM ANALYSIS

Project/Issue Name: 23-33 An Ordinance of the City Council Approving the Final Plat of the Wilson's Valley Planned Development District Phase One.

Submitted By: Chris Tabor, Principal Planner

Date: August 22, 2023

Issue Statement

The City of Republic's BUILDS Department received an Application from Wilson's Vally LLC for the Final Plat of Wilson's Valley Phase 1 on July 28, 2023.

Discussion and/or Analysis

The Final Plat of Wilson's Valley Phase 1 will legally divide approximately twenty-eight point zero-six-nine (28.069) acres of land into seventy (70) total lots – of which sixty-seven (67) are single-family residential lots and three (3) are commercial lots. The Final Plat will also convey the dedication of associated Right-of-Way, Utility, and Stormwater Easements to the City. The Final Plat includes approximately 3,031 linear feet of new street and 3,173 linear feet of new sidewalk.

The Final Plat of Wilson's Valley Phase 1 conforms to the Development Plan for Wilson's Valley Planned Development District, as approved by City Council on May 3, 2022.

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

Recommended Action

Staff recommends approval of Wilson's Valley Phase 1 Final Plat.

AN ORDINANCE OF THE CITY COUNCIL APPROVING THE FINAL PLAT OF WILSON'S VALLEY PLANNED DEVELOPMENT DISTRICT PHASE ONE

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

WHEREAS, on May 3, 2022, via Ordinance 22-24, the Council approved the Development Plan for Wilson's Valley Planned Development District (PDD); and

WHEREAS, on June 23, 2023, Wilson's Valley, LLC ("Applicant") submitted an application to the BUILDS Department for review and approval of the Final Plat of Phase 1 of the Wilson's Valley Planned Development District ("Wilson's Valley Phase 1"); and

WHEREAS, the BUILDS Department has reviewed Applicant's proposed Final Plat and determined it substantially conforms to the requirements of the approved Development Plan, the requirements of applicable City Code provisions including but not necessarily limited to Chapter 410 Subdivision Regulations, Article 410-V Major Subdivision--Final Plat.

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

Section 1: That all conditions imposed by the Planning and Zoning Commission and the City Council relating to the acceptance and approval of Wilson's Valley Phase 1 have been met.

Section 2: That the Final Plat of Wilson's Valley Phase 1, attached and incorporated herein as "Attachment 1", is hereby approved in all respects.

Section 3: That the approval of the Final Plat of Wilson's Valley Phase 1 is contingent upon the same being recorded within sixty (60) days after the approval certificate is signed and sealed under the hand of the City Clerk.

Section 4: That neither the construction of structures nor the sale of lots in Wilson' Valley Phase 1 shall commence until the Final Plat of Wilson's Valley Phase 1 has been duly approved and recorded as required by law.

Section 5: The whereas clauses are hereby specifically incorporated herein by reference.

Section 6: The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

Section 7: This Ordinance shall take effect and be in force from and after its passage as provided by law.

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

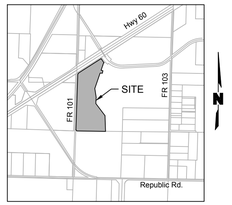
Approved as to Form:

DocuSigned by:
Damon Phillips
11F90D87116B4F4...
7/28/2023

Megan McCullough, City Attorney

Final Passage and Vote:

FINAL PLAT
WILSON'S VALLEY PHASE I
PART OF THE SW¼ OF THE NW¼ & PART OF THE NW¼ OF THE SW¼ SECTION 11, TOWNSHIP 28 NORTH, RANGE 23 WEST CITY OF REPUBLIC, GREENE COUNTY, MISSOURI



LOCATION MAP
Sec. 11, T-28-N, R-23-W
Scale: 1"=2000'

LEGEND

○	Found Monument (As Noted)
●	Set 1/2" Rebar w/Plastic Cap, "LC 366"
■	Set 5/8" Rebar w/Alum. Cap, "LC 366"
(D)	Deeded
(M)	Measured
BSL	Building Setback Line
D/E	Drainage Easement
SS/E	Sanitary Sewer Easement
U/E	Utility Easement

US Highway 60
South R/W line US Highway 60
Ex. 5/8" Iron Bar NW Corner, SW¼, NW¼ Sec. 11, T-28-N, R-23-W
N01°51'35"E 1,046.06'
N57°26'00"E 815.01'(M) N57°25'02" 815.55'(D)
228.42'
164.44'
15.0' BSL (typ.)
10.0' U/E (typ.)
Commercial Lot 68 62,336± sf 1.431± ac
Commercial Lot 69 62,401± sf 1.433± ac
Commercial Lot 70 65,257± sf 1.498± ac
Ex. Drainage Easement Book 1592, Page 1896 Affidavit of Possession & Ownership Book 2022, Page 028868-22
Common Area & Drainage Easement
BNSF Railway Ex. railroad spur Book 2003, Page 85636-03
BNSF Railway
S32°07'04"E 42.03'(M) S32°06'47"E 41.70'(D)
359.92'
S18°55'49"W 341.18'
S18°55'49"W 222.03'
N02°34'00"W 288.55'
N02°34'00"W 292.82'
L=92.18'
L=136.46'
L=76.11'
L=153.27'
L=147.34'
L=54.99'
L=70.36'
L=51.28'
S28°41'46"E 82.69'
S18°55'49"W 500.84'
S08°56'11"E 218.95'
S08°56'11"E 154.99'
S08°56'11"E 114.43'
N78°54'42"E 148.89'
Appledore Ct. (50.0' R/W)
Wilson's Valley Blvd. (50.0' R/W)
Hawthorne Place (50.0' R/W)
Greentree Street (50.0' R/W)
Common Area, Detention & Drainage Easement
Ex. 15.0' Utility Easement Book 2006, Page 061810-06
MATCHLINE
Farm Road 101
West line SW¼, NW¼
Ex. 1" Flat Bar SW Corner, SW¼, NW¼ Sec. 11, T-28-N, R-23-W
Additional 10.0' Right-of-Way
East R/W line Farm Road 101
N01°51'35"E 287.15'(M) N01°51'26"E 288.79'(D)
N01°51'33"E 182.25'
N01°51'33"E 1,333.71'
Lot 1 7,891± sf 0.181± ac
Lot 2 7,164± sf 0.164± ac
Lot 3 8,021± sf 0.184± ac
Lot 4 9,215± sf 0.212± ac
Lot 5 6,195± sf 0.142± ac
Lot 6 9,512± sf 0.218± ac
Lot 7 8,502± sf 0.195± ac
Lot 8 10,377± sf 0.238± ac
Lot 9 7,046± sf 0.162± ac
Lot 10 7,276± sf 0.167± ac
Lot 11 9,070± sf 0.208± ac
Lot 57 6,532± sf 0.150± ac
Lot 58 6,050± sf 0.139± ac
Lot 59 6,050± sf 0.139± ac
Lot 60 6,050± sf 0.139± ac
Lot 61 6,247± sf 0.143± ac
Lot 62 8,159± sf 0.187± ac
Lot 63 11,646± sf 0.267± ac
Lot 64 7,364± sf 0.169± ac
Lot 65 7,250± sf 0.166± ac
Lot 66 6,273± sf 0.144± ac
Lot 67 7,423± sf 0.170± ac
S81°03'49"W 124.42'
S81°03'49"W 110.00'
S77°49'19"W 158.41'
N68°28'56"E 177.19'
N17°29'42"W 115.16'
N20°09'39"W 115.42'
N11°05'18"W 123.59'
N14°28'14"W 100.89'
N20°13'14"W 102.06'
S80°50'37"W 85.49'
S83°39'49"W 106.12'
S42°49'51"W 126.03'
S01°47'52"W 85.36'
S88°08'50"E 117.29'
N55°24'12"W 133.70'
S26°15'16"E 89.20'
S17°48'44"E 126.04'
N86°49'33"E 83.67'
S10°07'36"E 35.00'
S11°40'24"W 50.17'
S08°56'11"E 65.27'
S08°56'11"E 66.25'
S08°56'11"E 85.18'
S08°56'11"E 37.37'
S08°56'11"E 113.13'
S08°56'11"E 75.90'
S08°56'11"E 55.00'
S08°56'11"E 65.00'
S08°56'11"E 52.62'
S08°56'11"E 64.27'
S08°56'11"E 76.45'
S08°56'11"E 59.13'
S08°56'11"E 18.36'
S08°56'11"E 30.84'
S08°56'11"E 27.73'
S08°56'11"E 71.08'
S08°56'11"E 35.49'
S08°56'11"E 35.06'
S08°56'11"E 51.63'
S08°56'11"E 109.60'
S08°56'11"E 106.60'
S08°56'11"E 57.19'
S08°56'11"E 40.86'
S08°56'11"E 32.98'
S08°56'11"E 55.00'
S08°56'11"E 55.00'
S08°56'11"E 55.00

FINAL PLAT
WILSON'S VALLEY PHASE I
PART OF THE SW¼ OF THE NW¼ & PART OF THE NW¼ OF THE SW¼ SECTION 11, TOWNSHIP 28 NORTH, RANGE 23 WEST CITY OF REPUBLIC, GREENE COUNTY, MISSOURI



PREPARED FOR
Wilson's Valley, LLC
5051 S. National Ave. Bldg 5-100
Springfield, MO 65810

PREPARED BY
Olsson, Inc.
550 St. Louis Street
Springfield, MO 65806

LEGEND
- ○ Found Monument (As Noted)
- ● Set 1/2" Rebar w/Plastic Cap, "LC 366"
- ■ Set 5/8" Rebar w/Alum. Cap, "LC 366"
- (D) Deeded
- (M) Measured
- BSL Building Setback Line
- D/E Drainage Easement
- SS/E Sanitary Sewer Easement
- U/E Utility Easement

0' 25' 50' 100'
SCALE IN FEET

BASIS OF BEARINGS
Grid North based on Missouri State Plane Coordinate System 1983 by use of MoDOT continuously operating GNSS RTK Network Central Zone

DEVELOPMENT NOTES

Total Area:	1,222,697± sf - 28.069± acres
Total No. of Lots:	70
Smallest Lot:	Lots 58-60: 6,050± sf - 0.139± ac
Largest Lot:	Commercial Lot 69: 62,401± sf - 1.433± ac
PDD Approval:	Ord. 22-24, Approved May 3, 2022
Current Zoning:	Wilson's Valley Planned Development District (PDD)
Property Owner:	Wilson's Valley, LLC
Source of Title:	Book 2021, Page 034932-21 Book 2022, Page 028868-22

BENCHMARKS
Benchmarks shown are per the Public Improvement Plans for Wilson's Valley Phase I. Elevation datum was determined by others.

BM #1 - Existing R/W Post Marker at the SE Corner of U.S. Hwy. 60 & Farm Road 101
Elevation: 1246.26±

BM #2 - Found 5/8" Iron Pin "LS 3140" along the West side of Farm Road 101 & Approx. 1607± South of U.S. Hwy. 60.
Elevation: 1246.68±

MIN. FINISH FLOOR ELEVATIONS

LOT	*M.F.F.E FOR SANITARY SEWER SERVICE	**M.F.F.E. FOR 100-YR STORM (18-INCHES ABOVE TOP OF BANK)
LOT 1	1239.14	-
LOT 2	1238.78	-
LOT 3	1238.72	-
LOT 4	1230.27	-
LOT 5	1232.29	-
LOT 6	1234.50	-
LOT 7	1234.50	-
LOT 8	1234.63	-
LOT 9	1233.41	-
LOT 10	1231.22	-
LOT 11	1229.74	-
LOT 12	1228.97	-
LOT 13	1229.89	-
LOT 14	1231.01	-
LOT 15	1232.58	-
LOT 16	1233.71	-
LOT 17	1234.23	-
LOT 18	1231.39	-
LOT 19	1229.56	-
LOT 20	1228.30	-
LOT 21	1225.39	-
LOT 22	1226.07	-
LOT 23	1227.34	-
LOT 24	1229.36	-
LOT 25	1230.64	1234.60
LOT 26	1232.15	1234.60
LOT 27	1230.85	-
LOT 28	1229.93	-
LOT 29	1228.96	-
LOT 30	1227.95	-
LOT 31	1222.15	-
LOT 32	1222.92	-
LOT 33	1230.38	-
LOT 34	1232.98	-
LOT 35	1234.54	-
LOT 36	1236.37	-
LOT 37	1235.23	-
LOT 38	1233.91	-
LOT 39	1233.06	-
LOT 40	1231.39	-
LOT 41	1229.37	-
LOT 42	1227.41	-
LOT 43	1226.16	-
LOT 44	1224.08	1223.00
LOT 45	1222.40	1223.00
LOT 46	1219.14	1223.00
LOT 47	1219.13	1223.00
LOT 48	1225.22	1223.00
LOT 49	1228.28	1223.00
LOT 50	1226.39	1223.00
LOT 51	1227.35	1223.00
LOT 52	1226.57	1223.00
LOT 53	1226.96	1223.00
LOT 54	1227.64	1223.00
LOT 55	1228.11	1224.84
LOT 56	1227.41	1226.39
LOT 57	1227.48	1226.39
LOT 58	1229.18	1226.39
LOT 59	1229.47	1226.70
LOT 60	1230.11	1227.05
LOT 61	1231.13	1227.23
LOT 62	1233.56	1227.68
LOT 63	1234.65	1227.90
LOT 64	1238.91	-
LOT 65	1236.93	-
LOT 66	1236.31	-
LOT 67	1236.58	1228.59

The elevations are shown as required by Greene County and provided by Ryan V. Jeppson (PE-2012024241) who determined the elevations.
*Minimum F.F. Elev. shown is the elevation to serve any point within the lot. Finished basements may require a grinder pump.
**Minimum F.F. Elev. is set 18" above the 100-yr water surface elevation or top of bank of adjacent drainage way.

LINE TABLE		
#	Direction	Length
L1	N43°37'39"W	42.06'
L2	S48°37'36"W	23.00'
L3	N88°08'50"W	31.33'
L4	S14°33'04"E	18.03'
L5	N29°38'47"E	44.23'
L6	N43°08'38"W	28.28'
L7	N88°08'50"W	11.33'
L8	N46°51'22"E	28.29'
L9	S88°08'50"E	11.33'
L10	S14°33'04"E	18.03'
L11	N43°08'38"W	28.28'
L12	N46°51'22"E	28.29'
L13	N89°13'46"W	14.39'

LINE TABLE		
#	Direction	Length
L14	N29°47'36"W	12.72'
L15	N14°33'04"W	15.54'
L16	N14°33'04"W	2.49'
L17	N08°56'11"W	13.84'
L18	N70°05'55"W	13.27'
L19	S70°05'55"E	17.68'
L20	N19°54'05"E	15.00'
L21	N70°05'55"W	21.03'
L22	S83°48'54"E	16.45'
L23	N06°11'06"E	15.00'
L24	N83°48'54"W	22.03'
L25	S85°20'48"E	17.45'
L26	N04°39'12"E	15.00'

LINE TABLE		
#	Direction	Length
L27	N85°20'48"W	21.18'
L28	N16°08'41"W	14.62'
L29	S73°50'22"W	51.73'
L30	S58°13'30"W	12.09'
L31	N39°30'00"W	20.90'
L32	N50°30'00"E	15.00'
L33	S39°30'00"E	25.82'
L34	N49°50'35"W	22.47'
L35	N40°09'25"E	15.00'
L36	S49°50'35"E	23.93'
L37	S56°16'23"W	55.86'
L38	N57°20'39"W	44.95'
L39	S49°50'35"E	4.66'

LINE TABLE		
#	Direction	Length
L40	S57°20'39"E	45.70'
L41	S42°05'43"E	42.01'
L42	N79°24'48"E	59.60'
L43	N33°45'27"E	46.87'
L44	S45°34'43"E	26.08'
L45	S88°09'17"E	62.18'
L46	N73°30'09"E	37.50'
L47	S30°27'28"E	55.81'
L48	N53°34'07"E	52.07'
L49	N64°40'54"W	8.28'
L50	S53°34'07"W	42.89'
L51	N88°09'17"W	34.14'

CURVE TABLE					
#	Radius	Length	Delta	Chord	Chord Bearing
C1	703.29'	99.06'	8°04'13"	98.98'	S36°09'10"E
C2	150.00'	43.59'	16°38'55"	43.43'	S82°49'42"E
C3	100.00'	51.46'	29°29'03"	50.89'	N87°19'46"W
C4	535.00'	108.43'	11°36'43"	108.24'	S85°04'46"W
C5	245.00'	164.09'	38°22'26"	161.04'	S72°39'58"W
C6	560.00'	16.37'	1°40'28"	16.37'	S54°18'59"W
C7	560.00'	203.22'	20°47'31"	202.10'	S65°32'59"W
C8	245.00'	152.12'	35°34'27"	149.69'	S58°09'31"W
C9	328.71'	117.93'	20°33'22"	117.30'	S51°54'48"W
C10	125.00'	92.96'	42°36'34"	90.83'	S84°57'26"W
C11	300.00'	103.59'	19°47'05"	103.08'	S18°49'44"E
C12	325.00'	100.09'	17°38'41"	99.69'	S00°06'51"E
C13	575.00'	71.62'	7°08'10"	71.57'	S05°08'24"W
C14	575.00'	161.81'	16°07'23"	161.27'	S06°29'22"E
C15	100.00'	133.07'	76°14'42"	123.47'	S23°34'17"W
C16	100.00'	52.64'	30°09'32"	52.03'	S76°46'24"W
C17	125.00'	263.03'	120°33'50"	217.12'	N30°29'19"E
C18	353.71'	20.86'	3°22'46"	20.86'	S43°16'42"W
C19	703.29'	6.11'	0°29'51"	6.11'	S32°21'59"E
C20	270.00'	41.46'	8°47'56"	41.42'	N87°27'13"E
C21	270.00'	62.55'	13°16'28"	62.41'	N76°25'00"E
C22	270.00'	49.06'	10°24'35"	48.99'	N64°34'29"E
C23	15.00'	24.06'	91°54'33"	21.56'	S74°40'33"E
C24	275.00'	30.75'	6°24'25"	30.73'	S12°08'24"E
C25	15.00'	23.00'	87°50'53"	20.81'	S34°59'16"W
C26	15.00'	13.62'	52°01'12"	13.16'	N75°04'41"W
C27	50.00'	48.35'	55°24'09"	46.49'	N76°46'09"W
C28	50.00'	35.72'	40°55'59"	34.97'	S55°03'47"W
C29	50.00'	35.72'	40°55'59"	34.97'	S14°07'48"W
C30	50.00'	35.72'	40°55'59"	34.97'	S26°48'10"E
C31	50.00'	35.72'	40°55'59"	34.97'	S67°44'09"E
C32	50.00'	56.64'	64°54'22"	53.66'	N59°20'41"E
C33	15.00'	13.62'	52°01'12"	13.16'	N52°54'06"E
C34	15.00'	24.13'	92°09'07"	21.61'	S55°00'44"E
C35	300.00'	12.03'	2°17'53"	12.03'	S07°47'15"E
C36	15.00'	22.65'	86°32'02"	20.56'	S48°35'09"W
C37	15.00'	13.62'	52°01'12"	13.16'	N62°08'13"W
C38	50.00'	18.92'	21°40'34"	18.80'	N46°57'54"W
C39	50.00'	43.74'	50°07'28"	42.36'	N82°51'55"W
C40	50.00'	35.72'	40°55'59"	34.97'	S51°36'22"W
C41	50.00'	35.72'	40°55'59"	34.97'	S10°40'23"W

CURVE TABLE					
#	Radius	Length	Delta	Chord	Chord Bearing
C42	50.00'	35.72'	40°55'59"	34.97'	S30°15'35"E
C43	50.00'	35.72'	40°55'59"	34.97'	S71°11'34"E
C44	50.00'	42.33'	48°30'29"	41.08'	N64°05'12"E
C45	15.00'	13.62'	52°01'12"	13.16'	N65°50'34"E
C46	15.00'	22.52'	86°00'27"	20.46'	S45°08'36"E
C47	600.00'	12.56'	1°11'57"	12.56'	S13°57'05"E
C48	75.00'	26.55'	20°17'11"	26.42'	S04°24'29"E
C49	125.00'	30.40'	13°55'59"	30.32'	N84°53'11"E
C50	15.00'	18.92'	72°17'12"	17.69'	S65°56'12"E
C51	15.00'	13.62'	52°01'12"	13.16'	N63°13'10"W
C52	50.00'	44.45'	50°56'16"	43.00'	N62°40'41"W
C53	50.00'	35.72'	40°55'59"	34.97'	S71°23'11"W
C54	50.00'	35.72'	40°55'59"	34.97'	S30°27'13"W
C55	50.00'	35.72'	40°55'59"	34.97'	S10°28'46"E
C56	50.00'	35.72'	40°55'59"	34.97'	S51°24'44"E
C57	50.00'	60.54'	69°22'15"	56.91'	N73°26'09"E
C58	15.00'	13.62'	52°01'12"	13.16'	N64°45'38"E
C59	150.00'	5.76'	2°12'02"	5.76'	N89°40'13"E
C60	150.00'	50.11'	19°08'23"	49.87'	N79°00'01"E
C61	150.00'	48.74'	18°37'07"	48.53'	N60°07'15"E
C62	150.00'	48.74'	18°37'07"	48.53'	N41°30'08"E
C63	150.00'	48.74'	18°37'07"	48.53'	N22°53'01"E
C64	150.00'	59.78'	22°49'57"	59.38'	N02°09'29"E
C65	150.00'	53.76'	20°32'06"	53.47'	N19°31'33"W
C66	15.00'	19.51'	74°30'13"	18.16'	N07°27'31"E
C67	125.00'	49.87'	22°51'29"	49.54'	N03°07'20"W
C68	550.00'	45.02'	4°41'24"	45.01'	N12°12'22"W
C69	550.00'	44.48'	4°38'02"	44.47'	N06°23'29"E
C70	350.00'	14.85'	2°25'53"	14.85'	N07°29'33"E
C71	350.00'	53.97'	8°50'03"	53.91'	N01°51'35"E
C72	350.00'	38.97'	6°22'44"	38.95'	N05°44'49"W
C73	325.00'	18.39'	3°14'30"	18.38'	N10°33'26"W
C74	15.00'	22.99'	87°49'23"	20.81'	N15°11'25"E
C75	535.00'	32.13'	3°26'26"	32.12'	N74°13'31"E
C76	270.00'	22.43'	4°45'32"	22.42'	N73°33'58"E
C77	353.71'	14.45'	2°20'29"	14.45'	S61°04'15"W
C78	150.00'	66.29'	25°19'12"	65.75'	S76°11'15"W
C79	100.00'	25.13'	14°24'03"	25.07'	N70°43'40"E
C80	265.00'	107.42'	23°13'28"	106.68'	N51°54'54"E
C81	270.00'	94.25'	20°00'04"	93.77'	N50°18'12"E
C82	465.00'	94.24'	11°36'43"	94.08'	N85°04'46"E

olsson
Olsson, Inc. - Survey Missouri Certificate of Authority #LC366
550 St. Louis Street
Springfield, MO 65806
www.olsson.com
TEL 417.890.8802

STATE OF MISSOURI
DAVID D. DRUMM
NUMBER PLS-2007017958
08-15-2023
PROFESSIONAL LAND SURVEYOR
Digitally signed by David D. Drumm
Date: 2023.08.15 09:51:22-05'00'

REV. NO.	DATE	REVISIONS DESCRIPTION	BY
1	06.02.23	Revisions per City Comments	CDA
2	08.03.23	Revisions per additional City Comments	CDA

REVISIONS

FINAL PLAT
WILSON'S VALLEY PHASE I
SECTION 11, TOWNSHIP 28 NORTH, RANGE 23 WEST
REPUBLIC, GREENE COUNTY, MISSOURI

2023

drawn by: CDA
surveyed by: SVY
checked by: DDD
approved by: DDD
project no.: 021-05396
drawing no.: V_FPLT_02105396
date: 07.28.23

SHEET
2 of 2

AGENDA ITEM ANALYSIS

Project/Issue Name:	23-34 An Ordinance of the City Council Approving Execution of a Developer Agreement with Wilson's Valley, LLC for the Deferment of Certain Infrastructure Obligations in Exchange for the Developer's Dedication of Right-of-Way to the City.
Submitted By:	Chris Tabor, Principal Planner
Date:	August 22, 2023

Issue Statement

Wilson's Valley LLC wishes to enter into a Developer's Agreement for the deferral of the design, permitting, and construction of the Primary Arterial required by the Development Plan for Wilson's Valley, in exchange for immediate Dedication of Right-of-Way(ROW) for said Primary Arterial.

Discussion and/or Analysis

The approved Development Plan depicts a Primary Arterial street in Phases 2 and 3 of the development. The Developer is requesting deferral of the portion of this street within Phase 2 in exchange for the dedication of ROW for the entirety of the street in Phase 2 and Phase 3. The City of Republic's Adopted Transportation Plan and Major Thoroughfare Plan requires 110 feet of width for the ROW of a Primary Arterial.

Construction of the Primary Arterial, including the connecting portion shown outside the bounds of the property, will be required during Phase 3.

Recommended Action

Staff recommends the approval of the Developer's Agreement.

AN ORDINANCE OF THE CITY COUNCIL APPROVING EXECUTION OF A DEVELOPER AGREEMENT WITH WILSON'S VALLEY, LLC FOR THE DEFERMENT OF CERTAIN INFRASTRUCTURE OBLIGATIONS IN EXCHANGE FOR THE DEVELOPER'S DEDICATION OF RIGHT-OF-WAY TO THE CITY

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, Wilson's Valley, LLC (herein called the "Developer") is the owner and Developer of approximately 91.55 acres of real property located at the 6500 block of West U.S. Highway 60 in Republic ("Property"); and

WHEREAS, on May 3, 2022, via Ordinance 22-24, Council approved of the Development Plan for the Wilson's Valley Planned Development District ("the Development") for the Property; and

WHEREAS, the Developer is currently working on Phase 1 of the Development and the City desires to enter into a Developer Agreement with Developer pursuant to which the City will agree to defer the design, permitting, and construction of the Primary Arterial, as shown on the Development Plan, in exchange for Developer's immediate dedication of the right-of-way for the Primary Arterial (Proposed MODOT Primary Arterial), as identified in the Development Plan ("Dedicated ROW"); and

WHEREAS, under the proposed Developer Agreement, the Developer will agree to construct a City street within the Dedicated ROW during the construction of Phase 3 of the Development, the infrastructure plans for which will be subject to the review and approval by the City's BUILDS Department; and

WHEREAS, based upon documentation and presentation(s) provided by City staff, the Council finds the proposed Developer Agreement is in the City's best interest as it will help to maximize efficiency and the timely construction of the Development, which will ultimately contribute to the continued economic growth and development in the City.

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

Section 1: The City Administrator or his/her designee, on behalf of the City, is authorized to enter into a Developer Agreement with Wilson's Valley, LLC to govern the terms under which the public improvements referenced herein will be made, to be in substantially the same form as that attached hereto and labeled, "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.

_____
Matt Russell, Mayor

Attest:

_____
Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

INFRASTRUCTURE DEVELOPER AGREEMENT

THIS INFRASTRUCTURE DEVELOPER AGREEMENT ("Agreement") is entered into this _____ day of _____, 2023, by and between the City of Republic, Missouri ("City") and Wilson's Valley, LLC ("Developer"). City and Developer are referred to together herein as the "Parties."

WITNESSETH:

WHEREAS, Developer is currently the owner of approximately 91.55 acres of real property located near the 6500 block of West U.S. Highway 60 in Republic, Missouri, more specifically identified in the legal description attached hereto and labeled **Exhibit A** (the "Property"); and

WHEREAS, on May 3, 2022, via Ordinance 22-24, Council approved of a change to the zoning classification for the Property (from Agricultural (AG) and Light Industrial (M-1) to Wilson's Valley Planned Development District (PDD) (herein, "the Development")) and approved of the corresponding Development Plan (attached hereto and labeled **Exhibit B**); and

WHEREAS, Developer is in the process of constructing phase one (1) of three (3) separate phases under the Development Plan; and

WHEREAS, as required by the Development Plan, applicable City Ordinances and the City's adopted Transportation Plan, certain public improvements must be completed upon the Property; and

WHEREAS, the City wishes to obtain from the Developer the right-of-way for the Primary Arterial (Proposed MODOT Primary Arterial), as identified in the Development Plan, and in exchange, has agreed to defer Developer's obligations under the Development Plan to design, permit, and construct the Primary Arterial; and

WHEREAS, the City's agreement to defer the above-referenced infrastructure is intended to be subject to and governed by the terms contained in this Agreement and expressly conditioned upon approval by City Council.

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

1. Ability to Contract: Developer warrants that it has full ownership interest in the Property such that Developer has the legal authority and ability to enter into this Agreement and fulfill all obligations and other terms contained herein.

2. Deferred Infrastructure:

2.1. Terms and Conditions of Deferment: In exchange for Developer's agreement to dedicate the unimproved right-of-way to the Primary Arterial, as more fully described herein below, the City agrees to defer, until construction of phase three (3) ("Phase 3") infrastructure of the Development, the Developer's obligations to design, permit and construct the Primary Arterial to the City, as shown on the Development Plan (the "Deferred Infrastructure"). See Ex. B.

2.2. Developer's Obligations as to Deferred Infrastructure: As part of and during the construction of Phase 3, Developer is required to construct a City roadway ("City Street") within the dedicated right-of-way for the Primary Arterial to the City, as shown on the Development Plan, in accord with the the specifications of the Development Plan and the following requirements:

2.2.1. The City Street shall be a two-lane roadway, constructed to meet the minimum requirements for a City Primary Arterial under the Republic City Code of Ordinances and all other Approved City Street Standard(s) in effect at the time of design.

2.2.2. The City Street shall make the final connections to the East-West Collector Street, constructed during Phase 2 Development, in accord with the Development Plan and the terms of this Developer Agreement.

2.2.3. Developer's engineer(s) shall fully design the City Street simultaneous to the design of the infrastructure associated with Phase 3 development.

2.2.4. Upon completion of design of the Phase 3 infrastructure, including the City Street and any other Deferred Infrastructure under this Agreement, Developer shall submit all Infrastructure Plans to the City's BUILDS Department, who shall then have the right to review the same prior to the issuance of any infrastructure permits for Phase 3 or the commencement of any construction on Phase 3.

2.2.5. Upon completion of construction of the City Street, the City's BUILDS Department will perform all necessary inspections prior to final platting of Phase 3.

2.2.6. Developer may utilize the At-Grade Crossing for the Railroad Spur, and shall not be required to construct an overpass or other improvements to the BNSF/CU Railway Crossing located on the existing portion of South Farm Road 103 as part of its design, permitting or construction of the City Street.

2.3. In the event the Property or any portion of the Property or Development within the scope of this Developer Agreement should be sold to a third party prior to satisfaction of the Developer's obligations herein, the Developer shall disclose to the buyer(s) the terms of this Developer Agreement, including the requirements herein for the design, permitting and construction of the City Street, and provide a full and complete executed copy of this Developer Agreement to the buyer(s) at or prior to the time of sale. Proof of such disclosure shall be provided to the City at or prior to the time of sale.

2.4. In the event Phase 3 is not completed within the approval timeframe for development of the PDD or as otherwise specified in the Development Plan, Developer shall be required to execute a new Developer's Agreement with the City prior to the City's issuance of any additional Permits. This condition is in addition to the requirements of Ordinance 22-24, which may require additional approval of City Council.

2.5. Developer acknowledges that the Deferred Infrastructure is merely being deferred until the construction of Phase 3 and further that nothing in this Agreement shall be construed as a waiver of the requirement that Developer complete construction of the Deferred Infrastructure in accord with the terms of this Developer Agreement and the Development Plan.

2.6. Nothing in this Agreement shall be construed as requiring the City to construct or pay for any of the Deferred Infrastructure or any other infrastructure shown on the Development Plan or on the Property.

2.7. Developer acknowledges and agrees that construction of all required infrastructure for the Property, including all utility, stormwater, and road improvements, as shown on the Development Plan, the City's adopted Transportation Plan and all other Adopted Master Plans of City, and as otherwise required under applicable City

Ordinance(s), Rule(s) and Regulation(s), must be completed by Developer before City will issue or approve the final plat, unless otherwise expressly modified by way of this Agreement or subsequent, written agreement of all Parties, adopted by way of addendum to this Agreement. City accepts no ownership, liability, responsibility or otherwise for the installed utilities or infrastructure covered by this section.

3. Dedication of Unimproved Right-of-Way to City.

3.1. In exchange for City's agreement to defer Developer's obligations as to the Deferred Infrastructure, Developer shall, immediately upon full execution of this Agreement, dedicate the unimproved right-of-way to the Primary Arterial (Proposed MODOT Primary Arterial) (herein, the "Dedicated ROW"), as identified in the Development Plan (*see* **Ex B**) to the City, and in accord with the following terms:

3.1.1. The area of right-of-way required for the Primary Arterial (City Street, herein) shall be a minimum of 110 feet wide, as required by the City's Adopted Transportation Plan and Major Thoroughfare Plan.

3.1.2. The area of right-of-way required for the Primary Arterial (City Street, herein) shall meet all requirements shown in the Development Plan and shall otherwise be consistent with the Missouri Department of Transportation's proposed Primary Arterial as shown on the Development Plan.

3.1.3. Developer is required to provide to the City the official Legal Description of the Dedicated ROW along with the full computer-aided design (CAD) file and any other PDF format documents or exhibits thereto or otherwise pertaining to the Dedicated ROW, which shall be included as an Exhibit to this Agreement.

3.1.4. The Developer is required to obtain all rights-of-way from owners of properties adjacent to the Property to the extent such rights-of-way are necessary to meet the minimum requirements for a City Primary Arterial Street under the Republic City Code of Ordinances and all other Approved City Street Standard(s) in effect at the time of design.

4. Easements: Unless otherwise modified herein as it pertains to the Dedicated ROW, Developer agrees to execute any easements and/or rights-of-way reasonably required in order for City to perform any work it may be obligated to perform under this Agreement and in order for City to provide future maintenance on the Property after Developer has completed its work. Said easements will be provided by Developer to City at no cost to City. The Parties additionally acknowledge and agree that City may need further easements and/or rights-of-way that allow for the extension of any work performed under this Agreement. The Parties agree to negotiate in good faith to allow City to acquire such further easements as become necessary from Developer. Should any easements and/or rights-of-way under this Agreement not be in use or no longer be necessary for the Parties to complete the Development, City agrees to take the reasonably necessary steps to vacate said easements and/or rights-of-way within ninety (90) days of being notified by Developer of its desire to vacate the easements and/or rights-of-way executed pursuant to this Agreement. The Parties agree and understand such vacation requires multiple steps, including a public hearing, a hearing and recommendation before City's Planning and Zoning Commission, and approval by City Council through an Ordinance.

5. Recording: Developer acknowledges that this Agreement will be recorded with the County Clerk and all other appropriate recording offices upon full execution, and further agrees to execute and deliver such additional documentation as legal counsel for the City determines may be necessary in order to duly register and record this Agreement with the County Clerk and with all other appropriate

registration and recording offices such that all future purchasers or other parties obtaining an interest in the Property are put on notice that the Property is subject to and bound by the terms of this Agreement.

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

7. Entire Agreement: This Agreement contains the entire Agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements unless excluded herein. This Agreement may not be modified or amended other than in writing as agreed to by the Parties.

8. Default by Developer and Termination: If through any cause, Developer shall fail to timely and satisfactorily fulfill its obligations under this Agreement, become insolvent, or violate any of the covenants, agreements or stipulations contained in this Agreement, City shall deliver written notice of the same to Developer and if such failure or violation is not cured within thirty days thereafter (or such longer period of time as is reasonably necessary so long as Developer begins to cure such failure or violation within such thirty-day period and thereafter diligently pursues the same to completion), City shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If City elects to terminate under this provision, City shall have the right to seek recovery of damages as a result of the default, including but not limited to, actual damages, compensatory damages and, if applicable or allowed by law, punitive damages.

9. Default by City and Termination: If through any cause, City shall fail to fulfill its obligations under this Agreement, become insolvent, or violate any of the covenants, agreements or stipulations contained in this Agreement, Developer shall deliver written notice of the same to City, and if such failure or violation is not cured within thirty (30) days thereafter (or such longer period of time as is reasonably necessary so long as City begins to cure such failure or violation within such thirty-day period and thereafter diligently pursues the same to completion), then Developer shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If Developer elects to terminate under this provision, Developer shall be responsible to reimburse City for all actual costs City incurs in completing any remaining work required under this Agreement. Termination of this Agreement shall be Developer' sole remedy for any default by City under this Agreement.

10. Jurisdiction and Venue: This Agreement shall be taken and deemed to have been fully executed and made by the Parties in the State of Missouri and thus is governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from this Agreement shall be in the Circuit Court of Greene County, Missouri.

11. Dispute: In the event City is the prevailing party in any litigation arising out of or relating to this Agreement, City shall be entitled to recover from the Developer all reasonable attorneys' fees and expenses actually incurred by City in enforcing its rights under this Agreement.

12. Liability: Nothing in this Agreement shall be construed to create any liability on behalf of City for any direct, special, indirect, liquidated, or consequential damages. Developer agrees that the type of work to be performed under this Agreement will cause damage to the Property, and Developer agrees that City shall not be liable for any damages caused to the Property outside of that necessary to complete the Public Improvements contemplated by this Agreement.

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

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

15. Survival: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns as provided in this Agreement. The Parties acknowledge and agree that the rights and benefits afforded Developer under this Agreement shall run with the Property and shall be enforceable by and for the benefit of any and all successor owners of the Property without further consideration to or consent by City. The Parties acknowledge and agree that at the request of any Party, a memorandum of this Agreement shall be duly executed by the Parties and recorded in the real estate records of Greene County, Missouri; provided, however, this Agreement shall be binding and enforceable as between City and any current or future owner of the Property without recording thereof.

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

17. Whereas Clauses: The "Whereas" clauses stated above are incorporated herein by reference.

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

19. Sovereign Immunity: In no event shall any language or requirement in this Agreement be construed as or constitute a waiver or limitation of City's defenses regarding sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.

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

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

22. Supplemental Agreements/Additional Action: The Parties agree to cooperate fully, to execute any supplemental agreements, and to take all additional actions that may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

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

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

a. This Agreement;
b. Exhibit A – Legal Description of Property;
c. Exhibit B – Approved Development Plan;
d. Exhibit C – Legal Description of Dedicated ROW, CAD File, and all other accompanying PDF documents
e. Any properly executed amendments or addendums.

25. 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:

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

To Developer: Wilson's Valley, LLC
[***Developer to provide desired notice address***]

[SIGNATURES ON FOLLOWING PAGE, Page 7 of 7]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WILSON'S VALLEY, LLC:

By: _____
(Signature)

_____
(Printed Name)

_____
(Title)

CITY OF REPUBLIC, MISSOURI

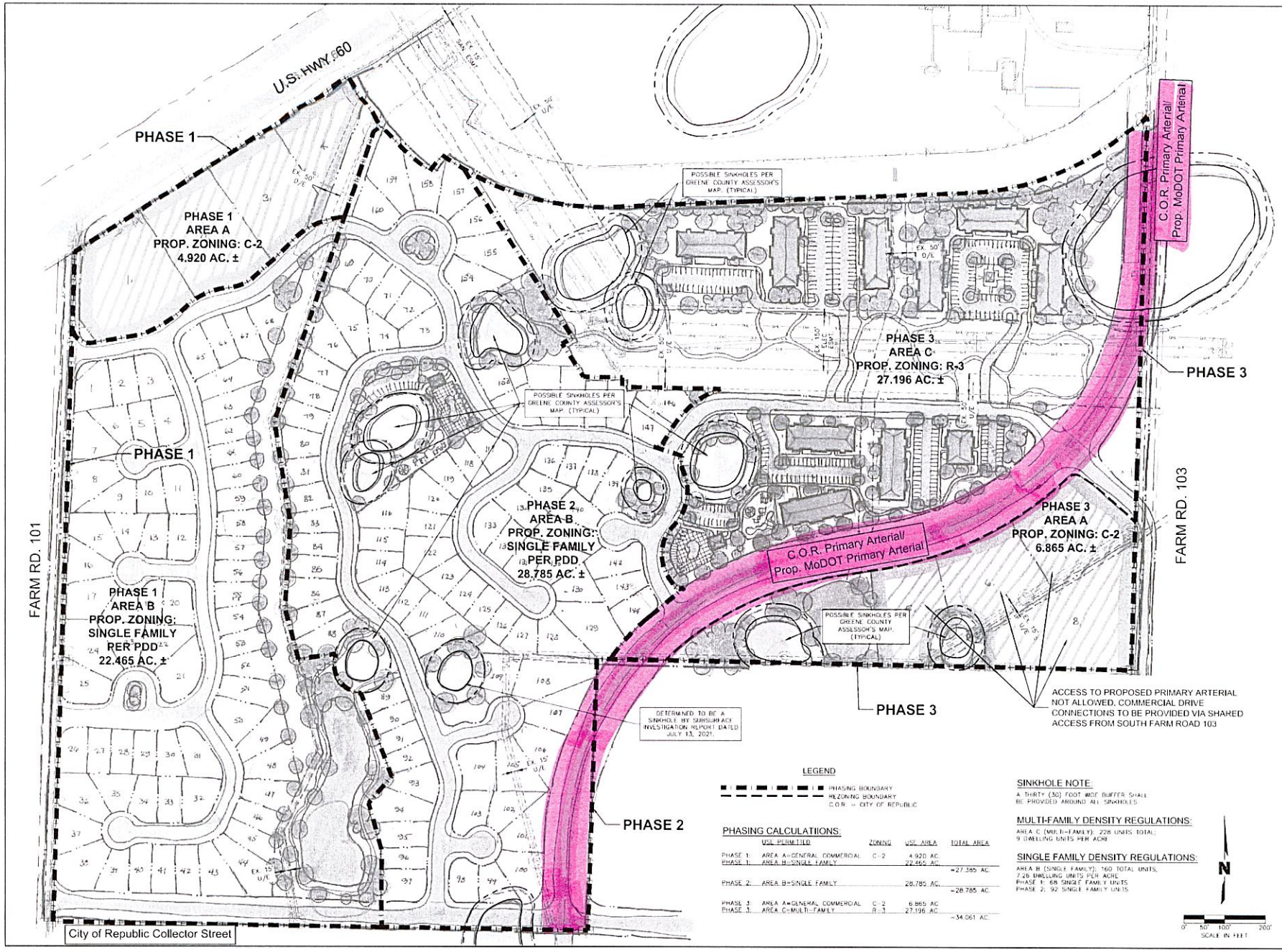
By: _____
David Cameron, City Administrator

Approved as to Finance/Budget:

_____
Bob Ford, Finance Director

Approved as to Form:

_____
Megan McCullough, City Attorney



olsson

EXHIBIT #2

WILSON'S VALLEY
- U.S. HWY. 60 & FARM RD. 101 -

REPUBLIC, MISSOURI

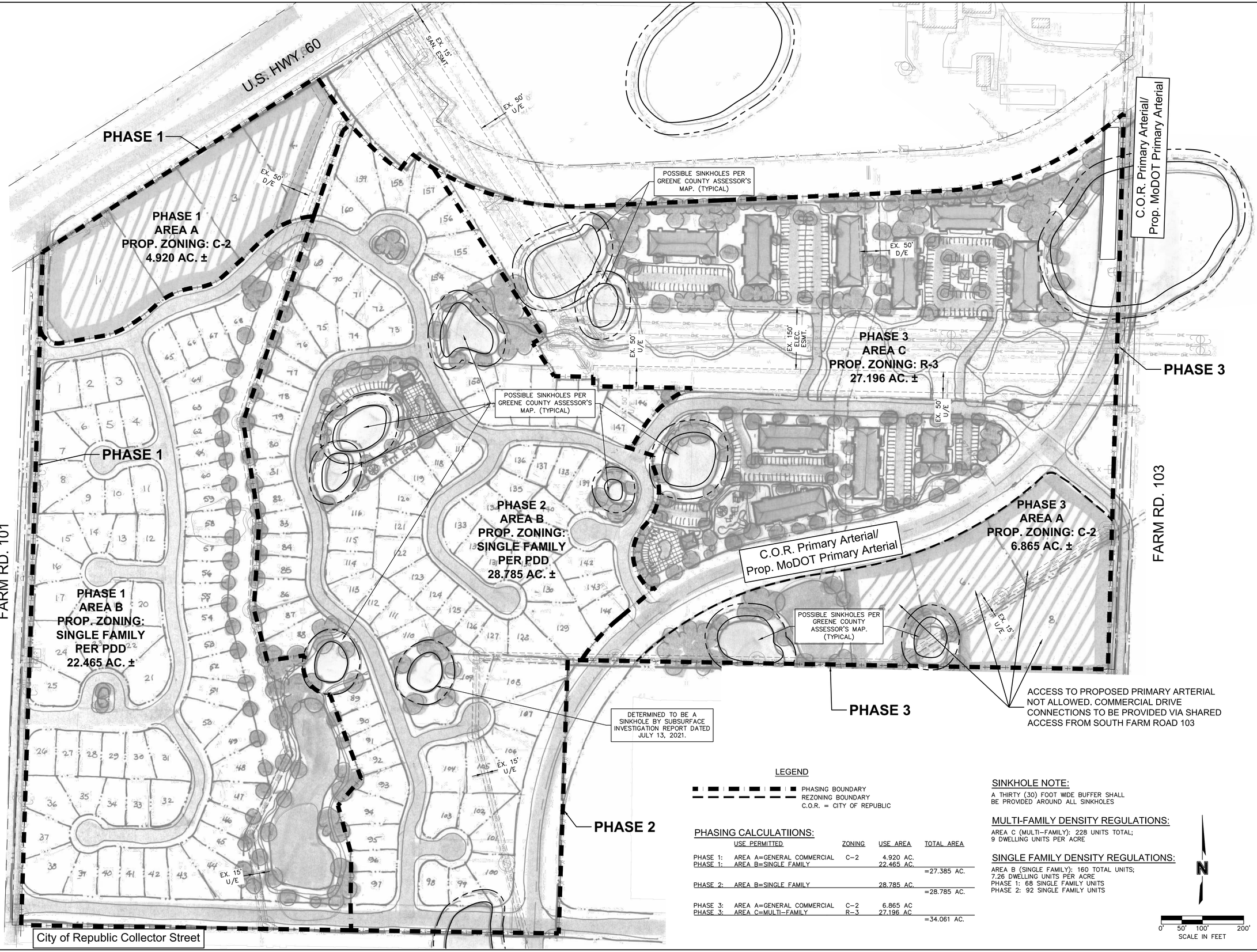
2021

NO.	DATE	REVISIONS DESCRIPTION	INITIALS
		REVISIONS	

drawn by	KAS
checked by	RWJ
approved by	RWJ
QA/QC by	RWJ
project no.	021-05396
drawing no.	
date	01.10.2022

1

Item 20.



LEGEND

PHASING BOUNDARY
REZONING BOUNDARY
C.O.R. = CITY OF REPUBLIC

PHASING CALCULATIIONS:

	USE PERMITTED	ZONING	USE AREA	TOTAL AREA
PHASE 1:	AREA A=GENERAL COMMERCIAL	C-2	4.920 AC.	
PHASE 1:	AREA B=SINGLE FAMILY		22.465 AC.	
				=27.385 AC.
PHASE 2:	AREA B=SINGLE FAMILY		28.785 AC.	
				=28.785 AC.
PHASE 3:	AREA A=GENERAL COMMERCIAL	C-2	6.865 AC	
PHASE 3:	AREA C=MULTI-FAMILY	R-3	27.196 AC	
				=34.061 AC.

SINKHOLE NOTE:

A THIRTY (30) FOOT WIDE BUFFER SHALL BE PROVIDED AROUND ALL SINKHOLES

MULTI-FAMILY DENSITY REGULATIONS:

AREA C (MULTI-FAMILY): 228 UNITS TOTAL;
9 DWELLING UNITS PER ACRE

SINGLE FAMILY DENSITY REGULATIONS:

AREA B (SINGLE FAMILY): 160 TOTAL UNITS;
7.26 DWELLING UNITS PER ACRE
PHASE 1: 68 SINGLE FAMILY UNITS
PHASE 2: 92 SINGLE FAMILY UNITS

N

0' 50' 100' 200'
SCALE IN FEET

olsson
550 St. Louis St.
Springfield, MO 65806
TEL 417.890.8802
www.olsson.com

NO.	DATE	REVISIONS DESCRIPTION	BY

ON DEFPOINTS LAYER
REVISIONS

EXHIBIT #2

WILSON'S VALLEY
- U.S. HWY. 60 & FARM RD. 101 -
REPUBLIC, MISSOURI

2021

drawn by:	KAS
checked by:	RVJ
approved by:	RGH
QA/QC by:	RVJ
project no.:	021-05396
drawing no.:	
date:	01.10.2022

SHEET
1 of 1

AGENDA ITEM ANALYSIS

Project/Issue Name:	23-R-49 A Resolution of the City Council Authorizing the City Administrator to Execute a First Amendment with Burns & McDonnell for the Wastewater Treatment Facility Expansion Project.
Submitted By:	Garrett Brickner, Assistant BUILDS Administrator
Date:	August 22, 2023

Issue Statement

To Authorize the Execution of Amendment 1 for the Wastewater Treatment Facility Expansion Project with Burns & McDonnell

Discussion and/or Analysis

As part of the master services agreement authorized by Resolution 22-R-09, the City of Republic authorized Burns & McDonnell to design an expansion to the WWTP. The original contracted price for this work was $7,389,800. The City and Burns & McDonnell are requesting an additional $156,500 be added to conduct pre-pier exploration to mitigate risk of encountering incompetent bedrock or voids in the soil once construction of the WWTP expansion is underway. Additional details for this revised scope of work can be seen in the attached amendment 1 scope of services.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A FIRST AMENDMENT WITH BURNS & MCDONNELL FOR THE WASTEWATER TREATMENT FACILITY EXPANSION PROJECT

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

WHEREAS, the City previously secured bond funds for the purpose of making various improvements to the City's wastewater system including the expansion of the Wastewater Treatment Facility;

WHEREAS, the original agreement with Burns & McDonnell for the design-build of the expansion was approved by City Council on February 15, 2022 via Resolution 22-R-09;

WHEREAS, the need to amend the scope of services to mitigate risk in the bedrock and soil was identified, adding an additional cost of $156,500.00 to the project;

WHEREAS, Council finds this amendment is in the best interest of the City and necessary for structural integrity of the project.

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

Section 1. That the City Administrator is authorized to execute the first amendment to the agreement with Burns & McDonnell to expand the scope of services for the Wastewater Treatment Facility Expansion Project at the cost of $156,500.00.

Section 2. This Resolution shall become effective on and after the date of passage and approval.

Section 3. The whereas clauses are hereby incorporated as though fully set forth at length herein.

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

_____
Matt Russell, Mayor

Attest:

_____
Laura Burbridge, City Clerk

Approved as to Form:

DocuSigned by:
Damon Phillips 7/28/2023
11F90D87116B4F4...
_____
Megan McCullough, City Attorney

Final Passage and Vote:

AMENDMENT 1

Wastewater Treatment Facility Expansion Project

This Amendment is entered into this _____ day of _____, 2023 (the "Effective Date") between the City of Republic ("Owner") and Burns & McDonnell Engineering Co., Inc., a Missouri company ("Design-Builder"), and is governed by the terms and conditions of the Progressive Design-Build Agreement for Water and Wastewater Projects - Wastewater Treatment Facility Expansion Project dated February 18, 2022 ("Agreement"), which is incorporated herein by reference. Owner and Design-Builder are referred to individually as a "Party" and collectively as the "Parties".

1. The scope of services shall be amended as follows:
   1.9 Pre-Pier Exploration

   1.9.1 The Digester and Headworks Building will be supported on a drilled pier foundation system. Variability in bedrock depth and conditions is expected. Pre-drilling at the proposed pier locations is required to complete final design.

   1.9.2 The Design-Builder will conduct pre-pier exploration at the 72 proposed pier locations. Each pier location will be surveyed, drilled (no sampling), and core drilled approximately 8 feet into competent rock. 1,440 feet of drilling and 936 feet of core drilling are anticipated. Boring logs and a summary of the competent bedrock location will be generated and used to complete design.

   1.9.3 If voids or unsuitable conditions are encountered at the planned drill and core depth, the core drill will be extended below discontinuities or planned pier location will be relocated and additional exploratory drilling and coring to determine a suitable location as possible within the above quantities.

2. The contract price shall be amended as follows:
   2.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of One Hundred and Fifty-Six Thousand Five Hundred Dollars ($156,500.00) for these services, subject to adjustments made in accordance with the Agreement and the General Conditions of Contract.

3. The contract time shall be amended as follows:
   3.1 None.

4. Other Changes:
   4.1 None.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

OWNER:	**DESIGN-BUILDER:**
City of Republic *(Name of Owner)*	Burns & McDonnell Engineering Company, Inc. *(Name of Design-Builder)*
_____ *(Signature)*	_____ *(Signature)*
_____ *(Printed Name)*	_____ *(Printed Name)*
_____ *(Title)*	_____ *(Title)*
Date: _____	Date: _____

ORIGINAL

Progressive Design-Build Agreement for Water and Wastewater Projects

This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.

This **AGREEMENT** is made as of the Eighteenth (18th) day of February in the year of 2022, by and between the following parties, for services in connection with the Project identified below:

OWNER:
City of Republic
204 North Main Avenue
Republic, MO 65738

DESIGN-BUILDER:
Burns & McDonnell Engineering Company, Inc.
9400 Ward Parkway
Kansas City, MO 64114

PROJECT:
Wastewater Treatment Facility Expansion Project

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

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Article 1

General

1.1 Duty to Cooperate. Owner and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Agreement.

1.2 Definitions. Terms, words and phrases used in this Agreement shall have the meanings given them in DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract").

1.3 Design Services. Design-Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering, and other design professional services required by this Agreement. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder, or (ii) procured by Design-Builder from independent sources. Nothing in this Agreement is intended to create any legal or contractual relationship between Owner and any independent design professional.

Target Price. The Parties have jointly established an estimated budget for the Work of the Project in the amount of seventy five million dollars ($75,000,000.00) ("Target Price") to be used for planning purposes during Phase 1 of the Project under this Agreement.

The parties will endeavor to develop the Work scope during Phase 1 with the goal of the Phase 2 Contract Price being at or below the Target Price. The Design-Builder will provide updates to the Target Price after major elements of the design is completed and as project decisions are made by the Owner that may impact the Target Price.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Owner shall provide Design-Builder with Owner's project criteria and preferences during Phase 1 and as comments to design documents or other written means.

2.2 Phased Services.

2.2.1 Phase 1 Services. Design-Builder shall perform the services of design, pricing, and other services for the Project based on Owner's project criteria and preferences, in accordance with Section 2.1 hereof, as set forth in Exhibit B, Scope of Services. Design-Builder shall perform such services to the level of completion required for Design-Builder and Owner to establish the Contract Price for Phase 2, as set forth in Section 2.3 below. The Contract Price for Phase 2 shall be developed during Phase 1 on an "open-book" basis. Design-Builder's Compensation for Phase 1 Services is set forth in Section 7.0 herein. The level of completion required for Phase 1 Services is defined in Exhibit B, Scope of Services (either as a percentage of design completion or by defined deliverables).

2.2.2 Phase 2 Services. Design-Builder's Phase 2 services shall consist of the completion of design services for the Project, the procurement of all materials and equipment for the Project, the

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performance of construction services for the Project, the start-up, testing, and commissioning of the Project, and the provision of warranty services, all as further described in the Phase 2 Contract Price Amendment. Upon receipt of Design-Builder's proposed Contract Price for Phase 2, Owner may proceed as set forth in Article 2.3.

2.3 Proposal. Upon completion of the Phase 1 Services and any other Basis of Design Documents upon which the parties may agree, Design-Builder shall submit a proposal to Owner (the "Proposal") for the completion of the design and construction for the Project for the Contract Price, which will be a Lump Sum / Fixed Price.

2.3.1 The Proposal shall include the following unless the parties mutually agree otherwise:

2.3.1.1 The Contract Price.

2.3.1.2 The Basis of Design Documents, which are set forth in detail and are attached to the Proposal;

2.3.1.3 A list of the assumptions, clarifications, and exclusions made by Design-Builder in the preparation of the Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

2.3.1.4 The Scheduled Substantial Completion Date upon which the Proposal is based, to the extent said date has not already been established under Section 6.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based and a Project Schedule for the Work;

2.3.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

2.3.1.6 If applicable, a schedule of alternate prices;

2.3.1.7 If applicable, a schedule of unit prices;

2.3.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the Proposal, and which, if performed, shall be the basis for an increase in the Contract Price and/or Contract Time(s);

2.3.1.9 Not Used;

2.3.1.10 Not Used;

2.3.1.11 The time limit for acceptance of the Proposal; and

2.3.1.12 An permit and easement list, a list detailing the individual permits and governmental approvals that Owner and Design-Builder will each bear responsibility to obtain (Exhibit H).

2.3.2 Review and Adjustment to Proposal.

2.3.2.1 After submission of the Proposal, Design-Builder and Owner shall meet to discuss and review the Proposal. If Owner has any comments regarding the Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written

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notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the Proposal.

2.3.2.3 Acceptance of Proposal. If Owner accepts the Proposal, as may be amended by Design-Builder, the Contract Price and its basis shall be set forth in an amendment to this Agreement, when mutually agreed between the parties (Phase 2 Contract Price Amendment). Once the parties have agreed upon the Contract Price and Owner has issued a Notice to Proceed with Phase 2, Design-Builder shall perform the Phase 2 Services, all as further described in the Phase 2 Contract Price Amendment, as it may be revised.

2.3.2.4 Failure to Accept the Proposal. If Owner rejects the Proposal, or fails to notify Design-Builder in writing on or before the date specified in the Proposal that it accepts the Proposal, the Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

i. Owner may suggest modifications to the Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 2.3.2.3 above;

ii. Owner may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 7.1.2 hereof without a Contract Price, in which case all references in this Agreement to the Contract Price shall not be applicable; or

iii. Owner may terminate this Agreement for convenience in accordance with Article 9 hereof; provided, however, in this event, Design-Builder shall not be entitled to the payment provided for in Section 9.2 hereof.

If Owner fails to exercise any of the above options, Design-Builder shall have the right to (a) suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event Design-Builder shall not be entitled to the payment provided for in Section 9.2 hereof, or (b) may give written notice to Owner that it considers this Agreement completed. If Owner fails to exercise any of the options under Section 2.3.2.4 within ten (10) days of receipt of Design-Builder's notice, then this Agreement shall be deemed completed. If Owner terminates the relationship with Design-Builder under Section 2.3.2.4(iii), or if this Agreement is deemed completed under this paragraph, then Design-Builder shall have no further liability or obligations to Owner under this Agreement.

Article 3

Contract Documents

3.1 The Contract Documents are comprised of the following:

3.1.1 All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with the *General Conditions of Contract Agreement Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract");

3.1.2 The Phase 2 Contract Price Amendment referenced in Section 2.3.2.3 herein or the Proposal accepted by Owner in accordance with Section 2.3 herein.

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3.1.3 This Agreement, including all exhibits set forth in Article 12; and

3.1.4 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

Article 4

Interpretation and Intent

4.1 Design-Builder and Owner, at the time of acceptance of the Proposal by Owner in accordance with Section 2.3 hereof, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement, or if applicable, prior to Owner's acceptance of the Proposal.

4.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after Owner's acceptance of the Proposal, Design-Builder and Owner shall informally attempt to resolve such ambiguity, conflict, or inconsistency, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 3.1 hereof, except to the extent the Contract Documents contradict the "Special Provisions" set forth in § 12.3 herein, in which event the "Special Provisions" shall govern.

4.3 Terms, words, and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

4.4 If Owner's provides design specifications for use by Design-Builder for the Project: (a) Design-Builder is entitled to reasonably rely on the accuracy of the information represented in the design specifications and their compatibility with other information provided by Owner, including any design performance specifications; and (b) Design-Builder shall be entitled to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

4.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.
4.6 In the event of some ambiguity in the Contract Documents, the parties shall be deemed to have jointly authored them and nothing shall be construed against or in favor of one party based on it being deemed the sole author.

Article 5

Ownership of Work Product

5.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall

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retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights, and/or patents, including any Architectural Works, subject to the provisions set forth in Sections 5.2 through 5.5 below.

5.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of this Project only, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 5.5 herein. The Work Product cannot be used for other projects without Design-Builder's express written consent and appropriate compensation and agreement on terms of use and indemnity.

5.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 9 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 5.2 above, conditioned on the following:

5.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on the Owner's obligation to provide the indemnity set forth in Section 5.5 herein, and

5.3.2 In the event Owner resumes the Project through its employees, agents, or third parties and in so doing uses the Work Product pursuant to its rights set forth above in Sections 5.2 and 5.3, Owner agrees to pay Design-Builder an additional sum equal to the reasonable value of the Work Product it uses in so doing.

5.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 5.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 5.3 above.

5.5 Owner's Indemnification for Use of Work Product. Owner recognizes that in the event of an early termination of the Work, whether for convenience or for cause, Design-Builder will not have the opportunity to finish or to finalize its Work Product. Therefore, if Owner uses the Work Product, in whole or in part, or if Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 5, Owner shall defend, indemnify, and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses, and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product, to the fullest extent permitted by applicable law.

5.6 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Design-Builder's rights.

5.7 The Owner shall not utilize the Documents, designs, or specifications furnished by Design-Builder to solicit bids or obtain negotiated prices from other contractors, unless agreed to in writing by Design-Builder and Owner during Phase 1.

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5.8 This Article 5 shall survive any termination of this Agreement by either Party.

Article 6

Contract Time

6.1 Date of Commencement. The Phase 1 Services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing. Phase 1 services are anticipated to be completed 720 days from Notice to Proceed. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for Phase 2 Services ("Date of Commencement") if the Proposal is accepted and the Phase 2 Contract Price Amendment is amended to this Agreement unless the parties mutually agree otherwise in writing. Unless extended by mutual amendment, this Agreement expires on December 31, 2025.

6.2 Substantial Completion and Final Completion.

6.2.1 Substantial Completion of the entire Work shall be achieved no later than (TBD) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

Substantial Completion shall be defined as set out in the General Conditions.

6.2.2 Not used.

6.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

6.2.4 All of the dates set forth in this Article 6 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

6.2.5 If the Design-Builder is delayed in the progress of this Project by acts or neglect by the Owner, its employees, separate contractors employed by Owner, or by tenants, tenants' separate contractors or subcontractors employed by the tenant, governmental action, or by change orders in the Work not caused in any part by the fault of the Design-Builder; then the Contract Time for completion shall be extended, and the Contract Amount shall be equitably adjusted by a written Change Order.

6.2.6 Where the Design-Builder reasonably establishes that delays as set forth above or that are caused by shortage of labor, strikes, lockout, tornado, flood, pandemic, wind damage, fire, unusual delay in transportation, adverse weather conditions beyond the quantity of lost days anticipated in the Project Schedule per Exhibit "E" Anticipated Lost Days to Inclement / Adverse Weather, explosion, sabotage, accidents, riots, civil commotion, acts of war, casualty, condemnation, or other Force Majeure beyond the Design-Builder's reasonable control impact the cost and/or Contract Time, the Design-Builder may be entitled to recover all extra costs and an appropriate extension of the Contract Time, consistent with Article 9 of the General Conditions. Design-Builder shall provide written notice of the existence of such cause of delay, together with back-up documentation that verifies the impact in accordance with the Contract Documents.

6.2.7 For purposes of determining weather delays, the parties shall use Exhibit "E," Anticipated Lost Days to Inclement / Adverse Weather. The days shown on Exhibit "E" shall not accumulate month-to-month, but are to be used for determining only the anticipated adverse weather in a given month. Adverse weather for a period of two (2) hours on any day shall constitute one complete day

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since crews sent home are not able to be re-called once they abandon the Work. Adverse weather days shall also include those days when site conditions are such that Work cannot be performed, or cannot be performed efficiently, due to adverse weather on the preceding day or days (including a weekend) which impact on site conditions. On a monthly basis, Design-Builder will report weather days encountered to Owner.

6.3 Time is important. Owner and Design-Builder mutually agree that time is important with respect to the dates and times set forth in the Contract Documents.

6.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date in Section 6.2.1 above, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by fourteen (14) days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner One thousand Dollars ($ 1,000.00) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

6.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving Substantial Completion, Interim Milestone Dates (if any) or Final Completion.

6.6 Owner and Design-Builder agree that the maximum aggregate liability Design-Builder has for any liquidated damages that may be assessed under this Agreement shall be One-hundred eighty thousand Dollars ($180,000.00).

6.7 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder may also be entitled to an appropriate adjustment of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract.

Article 7

Contract Price

7.1 Contract Price.

7.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of seven million three hundred eighty nine thousand eight hundred Dollars ($7,389,800) for the Phase 1 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Phase 1 Services compensation is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

7.1.2 For Phase 2 Services, Owner shall pay Design-Builder in accordance with Article 7 of the General Conditions of Contract a contract price ("Contract Price") equal to the Lump Sum / Fixed Price amount set forth in the Phase 2 Contract Price Amendment, subject to adjustments made in accordance with the General Conditions of Contract.

7.2 Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

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7.3 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

7.3.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of ten percent (10.0%) of the additional costs incurred for that Change Order. In addition to mark-up for Fee, Design-Builder shall be entitled to mark-up for insurance and bond (if bonded Project) in an amount of two percent (2.0%).

7.3.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include: An amount equal to the sum of: (a) ten percent (10.0%) applied to the direct costs of the net reduction.

7.4 Section Not Used.

7.5 Section Not Used.

7.6 Section Not Used.

7.7 Allowance Items and Allowance Values.

7.7.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Phase 2 Contract Price Amendment or the Proposal.

7.7.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

7.7.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

7.7.4 The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item, along with the Design-Builder's overhead and fee.

7.7.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 7.7.4. The amount of the Change Order shall reflect the difference between actual costs and Design-Builder's overhead and fee incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

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Article 8

Procedure for Payment

8.1 Payment for Preliminary Services. Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder: Design-Builder will submit an Application for Payment to Owner each month based on work completed during the period since the last Application for Payment was submitted.

8.2 Contract Price Progress Payments.

8.2.1 Design-Builder shall submit to Owner on the Fifth (5th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

8.2.2 Owner shall make payment within ten (10) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

8.3 Retainage on Progress Payments.

8.3.1 No retainage will be held for Phase 1. For Phase 2, Owner will retain five percent (5.0%) of each Application for Payment provided, however, that when fifty percent (50%) of the Work has been completed by Design-Builder by cost, and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

8.3.2 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

8.4 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within ten (10) days after Owner's receipt of the Final Application for Payment, provided that: (a) Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

8.5 Interest. Payments due and unpaid by Owner to Design-Builder, which are withheld for reasons not constituting good faith, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of one and one half percent (1.5%) per month until paid. In any legal action or arbitration by Design-Builder to recover amounts due and not paid, Design-Builder shall be permitted to recover its attorney's fees and costs from Owner.

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8.6 Record Keeping and Finance Controls. For work performed on a time and material basis, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. For work performed on a time and material basis, during the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any rates, multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such rate, multiplier or markup has been charged in accordance with this Agreement, but the composition of such rate, multiplier or markup is not subject to audit. Any lump sum and or firm price agreed to by the Owner and Design-Builder as part of this Agreement is not subject to audit.

Article 9

Termination for Convenience

9.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

9.1.1 All services performed and Work executed and for loss, cost, or expense in connection with the services and Work;

9.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

9.1.3 Overhead and profit in the amount of ten percent (10.0%) on the sum of items 9.1.1 and 9.1.2 above.

9.2 In addition to the amounts set forth in Section 9.1 above, Design-Builder shall be entitled to receive one of the following as applicable:

9.2.1 If Owner terminates this Agreement after accepting the Phase 2 Proposal and prior to commencement of construction, Design-Builder shall be paid in full for the Phase 1 services already rendered, plus three percent (3.0 %) of the remaining balance of the Contract Price.

9.2.2 If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid five percent (5.0 %) of the remaining balance of the Contract Price.

9.3 If Owner terminates this Agreement pursuant to Section 9.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 5.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 5.

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Article 10

Representatives of the Parties

10.1 Owner's Representatives.

10.1.1 Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Name: David Cameron
Title: City Administrator
Address: 213 N. Main Ave
Republic, MO 65738
Telephone No.: 417-732-3112
E-mail.: DCameron@republicmo.com

10.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Name: Andrew Nelson
Title: Director, Public Works & Community Development
Address: 213 N. Main Ave
Republic, MO 65738
Telephone No.: 417-732-3546
E-mail.: anelson@republicmo.com

10.1.3 The Owner represents and warrants to Design-Builder that Owner, if not the true owner of the real property upon which the Project is to be built, is the agent of the true owner, with express legal authority to enter into this Agreement for the purpose of improving that real property. The property cannot be used for the purpose intended by this Agreement without the making of the improvements described herein.

10.2 Design-Builder's Representatives.

10.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Name: Zach Herrington
Title: Project Director
Address: 9400 Ward Parkway
Kansas City, MO 64114
Telephone No.: 303-594-3180
E-mail.: zherrington@burnsmcd.com

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10.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Name: Bryan Canzoneri
Title: Design-Build Project Manager
Address: 9400 Ward Parkway
Kansas City, MO 64114
Telephone No.: 419-463-1073
E-mail.: bcanzoneri@burnsmcd.com

Article 11

Bonds and Insurance

11.1 Insurance. Design-Builder and Owner shall procure or provide the insurance coverages set forth below and in accordance with Article 5 of the General Conditions of Contract. Design-Builder shall include Owner as an additional insured on the Commercial General Liability, Automobile Liability, Umbrella/Excess Liability and Builder's Risk insurance policies. The Commercial General Liability, Automobile Liability, Umbrella/Excess Liability and Builder's Risk insurance policies shall include a waiver of subrogation in favor of Owner.

TYPE:	*REQUIRED LIMITS:*
1. Worker's Compensation Insurance	*Statutory Amount*
2.Employer's Liability	*$500,000 by disease, $500,000 each accident, $500,000 each employee by disease*
3.Commercial General Liability (CGL)	
General Aggregate:	*$1,000,000*
Completed Operations Aggregate:	*$1,000,000*
Limit Per Occurrence:	*$1,000,000*
4. Automobile Liability: (Hired, Owned and Non-owned Included) Combined Single Limit per Accident	*$1,000,000*
5. Builder's Risk	*Contract/Completed Value of Project Work*

At the time of placement prior to mobilization to the site and/or construction start whichever is earlier, Design-Builder will provide an all-risk Builder's Risk insurance policy insuring the Work during construction at the Project site with a limit equal to the Contract/Completed Value of Project Work, until Substantial Completion of the Work. This policy will include the Owner, subcontractors of ever tier as additional insureds and include the suppliers, vendors, manufacturers, architects, and engineers as additional insureds as their interest appear while on the Project site. This policy shall include a waiver of subrogation in favor of Owner.

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6. Umbrella/Excess Liability Policy

$1,000,000 per occurrence and in the aggregate

11.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security for Phase 2 services:

Performance Bond.

☒ Required ☐ Not Required

Payment Bond.

☒ Required ☐ Not Required

11.2.1 If bonds are provided, Change Order amounts will also need to include bond premium as an additional cost.

Article 12

Other Provisions

12.1 General Exclusions

12.1.1 Owner acknowledges that if conditions at the site differ from those shown the survey and soils report, such costs shall be reimbursable outside of the Contract Price. Design-Builder's Contract Price is premised on the assumptions, clarifications & exclusions shown in Exhibit "C".

12.1.3 Exclusions from the scope of Work are set out in Exhibit "C". In addition, excluded is any storm water retention pond, chemical or environmental assessment or cleanup, or oil or fuel tank installation or preparation.

12.2 Statutory Notices

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

12.3 Special Provisions

12.3.1. Design-Builder acknowledges that Owner's Representative is limited by applicable law to authorize increases in the Contract Price, to the maximum amount of project funding that has been approved by City Council.

12.3.2 Supplemental and Additional Services: Should the Owner desire or need any supplemental and/or additional services associated with the Project, Owner shall have the right to use their own employee or Owner's separate contractors, or enter into a mutually agreeable addendum/change order

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with the Design-Builder for any supplemental or additional services. Such decisions on any supplemental or additional services shall be at the sole discretion of the City, however, Design-Builder shall not be required to perform any supplemental or additional services without agreement between the Parties on scope, schedule, and price.

12.3.3 Jurisdiction and Venue: This Agreement shall be governed by the laws of the State of Missouri and venue as to any disputes related to this Agreement shall be in the Circuit Court of Greene County, Missouri.

12.3.4 Arbitration: Nothing in the Agreement shall be construed to bind the parties to arbitration or waive the right to resolve disputes through litigation nor limit the jurisdiction of the State of Missouri.

12.3.5 Agency: Nothing in this agreement permits the Design-Builder to act as an agent for the Owner. Owner permits Design-Builder to coordinate and communicate with authorities having jurisdiction associated with the project for the purposes of obtaining permitting approvals.

12.3.6 Sunshine Law: Nothing in this agreement shall be construed to be in violation of Missouri law regarding public records.

12.3.7 Independent Contractor: The Parties to this Agreement are separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties. This Agreement shall not be construed as an agreement for the benefit of any third party, including, but not limited to, that this Agreement does not create any employment relationship of any kind, including any between any individual who provides services under this Agreement, and no such individual shall be entitled to 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.

12.3.8 City Benefits: Design-Builder and the individuals through whom it provides services contemplated by the Agreement are not employees of the City and will not be entitled to any of the benefits established for the employees of the City, including that no part of this Agreement will be construed to require coverage of such individuals by the City's workers' compensation plan or carrier.

12.3.9 Conflict of Interest: No salaried officer or employee of the City, and no elected official or member of the City Council, shall have a direct financial interest, in this Agreement, to the extent known by the Design-Builder.

12.3.10 E-Verify: Pursuant to Section 285.500, RSMo., et seq., including §285.530.2, RSMo., and as amended, and consistent with all applicable federal, state, and municipal laws, Design-Builder will provide sworn affidavit necessary to show enrollment in a federal work authorization program; in addition to an affidavit that the Design-Builder does not knowingly employ any person who is an unauthorized alien in connection with the performance of this Agreement.

12.3.11 Proof of Lawful Presence: Pursuant to Section 208.009 RSMo, and consistent with all applicable federal, state, and municipal laws, Design-Builder, upon written request will provide the necessary evidence to City to show that no alien unlawfully present shall receive any public benefit under this Agreement.

12.3.12 Certificates of Insurance: All insurance required under the Agreement shall be filed with the City within ten (10) days after the effective date of the Agreement and prior to the start of Work, by providing the City with a Certificate of Insurance, including evidence of the required endorsements hereunder or the policies. All insurance policies shall provide thirty (30) days written notice to be given by

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the insurance company in question prior to cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

Design-Builder's Builder's Risk insurance is not required to be provided until a Phase 2 amendment for construction is fully executed.

12.3.13 Occupational Licenses: Unless exempted under State and Local laws, the Design-Builder shall be authorized to do business within the State of Missouri and shall obtain and maintain an occupational license with the City of Republic, Missouri. The cost for such licensing shall be borne by the Design-Builder.

12.3.14 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.

12.3.15 Execution: The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act (" ESIGN"). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment. Design-Builder expressly acknowledges that, regardless of the method of delivery of executed documents, 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 City, execution of the Agreement and any addendum can only be done by the City to the extent authorized by Missouri law, including that the City can only approve such as authorized by its governing body, either directly or through its duly authorized agent of record.

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

12.3.17 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 applicable federal and state constitutions, statutes, and laws. The procurement and maintenance of insurance shall not be construed as waiving any such defense otherwise available.

12.3.18 Listing of Exhibits and documents incorporated herein are shown below. It is noted that any exhibit not attached may be incorporated as expressly agreed to in writing by the Parties.

Exhibit A – Not Used
Exhibit B – Scope of Services
Exhibit C – Assumptions, Clarifications & Exclusions – Not applicable to Phase 1
Exhibit D - Design-Builder's Rates – Not applicable to Phase 1
Exhibit E - Anticipated Lost Days to Inclement / Adverse Weather – Not applicable to Phase 1
Exhibit F - DBIA Document No. 535, Standard Form of General Conditions of Contract Between Owner and Design-Builder (2010 Edition) ("General Conditions of Contract")
Exhibit G - Design-Builder's Allowances – Not applicable to Phase 1
Exhibit H – Permit & Easement Matrix – Not applicable to Phase 1
Exhibit I - Geotechnical Soils Report – Not applicable to Phase 1
Exhibit J – Project Schedule – Not applicable to Phase 1

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Article 13

Limitation of Liability

13.1 Limitation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Design-Builder, its Design Consultants, and Subcontractors, surety (if any) and their respective officers, directors, employees, and agents, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, liabilities, costs, or damages whatsoever arising out of, resulting from, or in any way related to, the Project or this Agreement from any cause, including but not limited to the negligence, indemnity, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) shall not exceed seventy-five percent (75.0%) of the Contract Price. The parties agree that specific consideration has been given by the Design-Builder for this limitation and that it is deemed adequate.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

City of Republic
(Name of Owner)

(Signature)

DAVID CAMERON
(Printed Name)

CITY ADMINISTRATOR
(Title)

Date: 2/18/2022

DESIGN-BUILDER:

Burns & McDonnell Engineering Company, Inc.
(Name of Design-Builder)

(Signature)

Ron Coker, PE
(Printed Name)

Senior Vice President
(Title)

Date: 1/28/2022

Approved as to Form

City Attorney

2/18/2022

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BURNS McDONNELL

EXHIBIT B – PHASE 1 SCOPE OF SERVICES
WASTEWATER TREATMENT FACILITY EXPANSION PROJECT

The following is of the Scope of Services to be provided by Burns & McDonnell Engineering Company, Inc., (Design-Builder) for the City of Republic, Missouri (Owner) for the following:

Wastewater Treatment Facility Expansion based on the *Draft* 2022 WWTP Master Plan Update being completed by Burns & McDonnell under a separate contract. Phase 1 includes improvements to the following major ancillary systems and structures necessary for proper functioning of the improvements:

- Influent Pump Station
- Wet-weather Holding Basin
- Grit Removal
- Fine Screening
- Anaerobic/Anoxic/Aerobic Treatment Trains
- Membrane Bioreactor (MBR) Basin
- MBR Building
- RAS/IR Pump Station
- Aerobic Digestion
- Dewatering Building
- Chemical Feed Building
- Administration Building

The Phase 1 design services will be prepared consistent with a targeted Wastewater Treatment Plant nominal capacity of 6.7 million gallons per day (MGD) for average day conditions and targeted nominal capacity of 12 MGD for peak day conditions.

1.1 Project Management and Coordination

1.1.1 Design-Builder will provide Administrative Assistance in the form of Project Management as follows:

1.1.1.1 Project Kick-Off Meeting: Design-Builder will prepare agenda and minutes for scope of services within Wastewater Treatment Facility Expansion Phase 1 Project. Kick off meeting to coordinate project goals, preferred communications, and schedule with the project team. The project kick-off meeting will be attended by five (5) Design-Builder team members.

1.1.1.2 Monthly Progress Meetings: Design-Builder will participate in monthly progress meetings with Owner to provide updates of work progress, budget and schedule status, current issues, variances in the potential scope of work, and review Action Items. Anticipated future activities and Owner action items will be discussed. Design-Builder will prepare and submit an agenda to Owner before each meeting and prepare/distribute meeting minutes within five working days after the meeting. Design-Builder's scope includes monthly progress meetings for the duration of the Phase 1 Project schedule.

BURNS McDONNELL

1.1.1.3 Work Task Management: Design-Builder to provide general project management activities, including oversight of individual disciplines, change management, schedule management, quality control, and monthly invoice preparation for the duration of the project.

1.1.1.4 Design-Builder will develop and maintain a formal Request for Information (RFI), Decision and Action item Log that communicates data request between Owner and Design-Builder and documents decisions made during the Phase 1 project.

1.2 Site Investigation and Owner-provided Data Review

1.2.1 Design-Builder will review pertinent and available existing documents, including but not limited to schematics, existing site plans, scanned as-constructed drawings, hard copy as-constructed drawings, floodplain and floodway data, existing geotechnical reports, operations and maintenance manuals and other sources provided by the Owner.

1.2.2 Design-Builder will use Survey and Geotechnical evaluations prepared under a separate agreement with Burns & McDonnell for this scope of work.

1.2.3 Design-Builder will review current and historical plant performance data provided by Owner to establish design loadings. Owner will provide and Design-Builder will review up to five years of historical influent data, including but not limited to influent flow, biochemical oxygen demand (BOD), total suspended solids (TSS), ammonia nitrogen, and total phosphorus (TP). Design-Builder will provide a technical memorandum summarizing historical flow and loading analysis and summary of design flows and loadings for WWTF Expansion.

1.2.3.1 Owner will provide Design-Builder with all necessary laboratory analyses required of the influent wastewater to support development of a biological model and to supplement historical plant performance data. The requested data will be for no less than a two (2) week period and will consist of the following parameters: (1) Influent and effluent flow, (2) Influent COD, (3) Influent and effluent BOD, (4) Influent soluble BOD, (5) Influent particulate BOD, (6) Influent and effluent TKN, (7) Influent and effluent ammonia, (8) Influent and effluent Nitrate/Nitrite, (9) Influent and effluent total phosphorus, (10) Influent and effluent orthophosphate, (11) Influent and effluent total suspended solids (TSS), (12) Influent volatile suspended solids (VSS), (13) influent and effluent pH, (14) Dissolved Oxygen (DO) of Aeration Basin, (15) Return and waste sludge flow rates, and (16) Influent alkalinity.

1.2.3.2 Develop a biological model (BioWin) to establish basin sizing and required air supply for the process basins and MBR treatment system.

1.2.4 Design-Builder will review the condition of assets at Republic WWTF from the Wastewater Master Plan and perform a single-visit visual inspection of the treatment, power, structural, architectural, and HVAC assets at the site. Design-Builder will perform a visual inspection of the condition of electrical power feeds, switchgear, and MCCs. Design-Builder will provide an opinion regarding the available capacity of the existing power feed and any improvements needed to meet current code and Owner's preference for redundancy.

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1.3 Wastewater Treatment Facility Expansion Conceptual Design

The following includes a summary level description of the planned conceptual design improvements for each unit process based on the *Draft* 2022 WWTP Master Plan Update being completed by Burns & McDonnell under a separate contract. Concept design includes the following major ancillary systems and structures necessary for proper functioning of the improvements:

- Influent Pump Station: New submersible pump station with variable-speed submersible pumps and cast-in-place valve vault and magnetic flow meter vault.
- Wet-weather Holding: Convert Aeration Complex 1 to a wet-weather holding basin with diffused aeration and positive displacement blowers. Blowers will be installed outdoors under a canopy.
- Grit Removal & Fine Screening: New stacked tray grit removal system with three fine screening channels downstream. Fine screens will be 2 mm perforated plate units with one conveyor and one washer/compactor for screenings dewatering. New grit dewatering building to house grit pump, grit washer, and grit dewatering unit.
- Process Basin: New process basin consisting of three trains, each partitioned into discrete anaerobic, anoxic, and aerated zones. Anaerobic and anoxic zones will be equipped with submersible mixers, and aerated zone will contain fine bubble diffusers. Blower associated with diffused aeration system will be positive displacement blowers, installed outdoors beneath a canopy.
- Membrane Bioreactor (MBR) Basin: New process basin consisting of MBR six trains and two wet wells (for return and internal recycle pumping). Basin will be outdoors with grating on top. It is assumed three return pumps and four internal recycle pumps will be required.
- MBR Building: New MBR building will be two stories and house permeate pumps, WAS pumps, air scour blowers, chemical feed skids for membrane cleaning, and electrical room.
- Aerobic Digestion: Surface aerators in three existing digesters will be replaced with diffused aeration. A fourth digester (82-ft diameter and 16-ft wall height) will be constructed. Positive displacement blowers associated with diffused aeration will be installed outdoors beneath a canopy. Digester cover design is not included in this scope of work.
- Dewatering Building: New dewatering building with centrifuge or screw press dewatering unit, polymer feed, dewatering feed pumps, and electrical room. Building will have adjacent truck loadout area beneath a canopy.
- Chemical Feed Building: A new chemical feed building will house alum and supplemental carbon. The building is assumed to be a pre-engineered metal building.
- Administration Building: New administration building will include control room, meeting/break room, restroom, shower, lockers, laundry, office, storage, and electrical room. Lab improvements in the existing administrative space is not included in this scope of work.

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The conceptual design will be prepared consistent with a targeted Wastewater Treatment Plant nominal capacity of 6.7 million gallons per day (MGD) for average day conditions and targeted nominal capacity of 12 MGD for peak day conditions.

1.3.1 Design-Builder will organize and participate in one (1) wastewater treatment plant site visit to the Decatur, Arkansas WWTP to gather information on MBR equipment and discuss operations. Maximum hours for plant site visit will not exceed eight (8) hours. Plant site visit will be attended by five (5) Design-Builder team members.

1.3.2 A budgetary opinion of probable construction cost will be developed and reviewed with the Owner prior to the start of Conceptual Design based on the *Draft* 2022 WWTP Master Plan Update being completed by Burns & McDonnell under a separate contract.

1.3.3 Design-Builder will complete Conceptual Design Services as follows:

1.3.3.1 Engineering for Conceptual Design Services will include a Basis of Design Report that documents basis of design for each unit process and a codes and standards review. During conceptual design, the Design-Builder will also establish a Contract Drawing and specification list for the Preliminary and Pre-Final design. The following engineering discipline specific deliverables will be included as part of the Concept Design:

1.3.3.1.1 Civil Site: Establish general location of new facilities, identify laydown areas, preliminary grading plan, and basic stormwater elements.

1.3.3.1.2 Structural: Identify structural design requirements for the facility and recommended materials of construction. Develop preliminary foundation plans, preliminary framing plans, and preliminary roof plans.

1.3.3.1.3 Architectural: General arrangement and footprint of major structures, occupancy code, major materials of construction, elevation and section drawings. This scope of work includes up to three Architectural renderings for review purposes.

1.3.3.1.4 Mechanical: Identify classification of key areas of the facility per NFPA 820.

1.3.3.1.5 Process: Document capacity and process design criteria, develop process flow diagrams for liquid and solid stream process, include process-level process and instrumentation diagrams (showing equipment, lines/valves (material, type and size), and instruments), establish hydraulic profile, and develop general site layout and yard piping corridors. Identify required equipment procurement packages and develop early procurement documents as required for the MBR equipment.

1.3.3.1.6 Electrical/Instrumentation: Coordinate site layout with electrical distribution, develop conceptual one-line diagrams, prepare preliminary load calculations, prepare preliminary control system architecture, develop preliminary process instrumentation diagram (PID) based on process flow diagram, and size major electrical equipment. This scope does not include any cost for the Utility

provider. Additional cost may be required for the Utility to evaluate their existing service, as well as any new utility requirements.

1.3.4 An opinion of probable construction cost will be developed and reviewed with the Owner at the end of Conceptual Design. If the conceptual design exceeds the Owner's anticipated budget, a value engineering effort will be conducted to establish the final scope of preliminary design.

1.3.5 Deliverables will include the following:

1.3.5.1 Three (3) half-size printed and bound sets of conceptual design documents.

1.3.5.2 PDF files of conceptual design documents and opinion of probable construction cost.

1.3.5.3 Printed and electronic sets of conceptual design documents as required for submittal to MDNR. Fees for permit review are included.

1.3.6 Design-Builder will lead an in-person meeting with the Owner to review conceptual design documents and review the Owner provided comments.

1.3.7 Design-Builder will prepare bid packages and solicit pricing from equipment suppliers for the MBR equipment. Design-Builder will manage all correspondence, evaluate proposals, and provide a recommendation to the Owner regarding MBR equipment selection. Design-Builder and Owner will meet to review the MBR equipment proposals and DESIGN-BUILDER's recommendation. Selection of the MBR equipment supplier is subject to Owner's approval. Once selected, the Design-Builder will enter into a Purchase Agreement with the successful MBR equipment supplier. The MBR equipment supplier will be given a limited Notice to Proceed to provide shop drawings to facilitate the design process. Contract Price includes an allowance of $100,000 for the MBR equipment supplier supply of shop drawings. If the MBR equipment supplier shop drawing cost deviates from the stated allowance amount, an adjustment will be made to the Contract Price accordingly.

1.4 Wastewater Treatment Facility Expansion Preliminary Design

1.4.1 Upon approval of the Wastewater Treatment Plant Basis of Design Report by the Owner, and Missouri Department of Natural Resources, Design-Builder will proceed with Preliminary Design Services as follows. It is assumed that review comments will be provided within 90 days of submission. Changes initiated by the Owner following approval of the Basis of Design Report may result in additional schedule and fee; all changes will be documented by DESIGN-BUILDER.

1.4.1.1 Engineering for Preliminary Design Services will include design progression with respect to civil, structural, architectural, mechanical, process, and electrical work, erosion control, controls work, SCADA work, a narrative description of the work, major equipment lists, and sequences of operations. A preliminary 3D Model will be developed in Revit, Plant 3D or Civil 3D based on the discipline. The following design deliverables will be developed:

1.4.1.1.1 Civil Site: Draft site plan with grading, yard piping, and preliminary profile of gravity sewers.

1.4.1.1.2 Structural: Draft plan and section drawings of each structure, structure calculations, and draft specifications started.

1.4.1.1.3 Architectural: Draft plan drawings for new buildings, draft demolition requirements, and draft specifications started.

1.4.1.1.4 Mechanical: Develop U-value and heat load calculations, establish required ventilation rates for new buildings, size equipment, provide general arrangement of equipment, develop equipment schedule and sequence of operation. Draft specifications started. No riser diagrams will be developed.

1.4.1.1.5 Process: Draft plans and specifications will be started for all unit processes. Process flow diagram, hydraulic profile, major equipment list, and process and instrumentation diagrams will be finalized.

1.4.1.1.6 Electrical/Instrumentation: Develop draft instrumentation details, update instrumentation device schedule, develop rough draft I/O list, detailed control system block diagram, and finalize process and instrumentation drawings. Draft sequence of operations completed.

1.4.1.2 The physical attributes of the project 3D models will be developed to a Level of Development (LOD) 200, based on the 2019 BIMFORUM Level of Development Specification.

1.4.2 Design-Builder will prepare an updated opinion of probable construction costs based on the Preliminary Design plans and specifications developed and any comments received from the Owner during its review of the previous opinion of probable cost submitted.

1.4.3 Design-Builder will review the preliminary design documents, including drawings and models, in one (1) in-person meeting with Owner staff. Owner will provide Design-Builder with comments ahead of this meeting so that the Owner comments can be discussed.

1.4.4 Deliverables include the following:

1.4.4.1 Three (3) half-size printed and bound sets of preliminary design plans.

1.4.4.2 Three (3) printed and bound sets of major equipment technical specifications.

1.4.4.3 PDF files of plans, specifications, and opinion of probable construction cost.

1.5 Wastewater Treatment Facility Expansion Pre-Final Design

1.5.1 Engineering for Pre-Final Design will include development of Contract Drawings, specifications, a narrative description of the work, major equipment lists, and sequence of operations in support of the Bid Documents.

1.5.2 The pre-final design will include discipline specific Contract Drawings completed to a level adequate to support a Design-Build form of project execution and development of a Phase 2 price offering:

Discipline	Budgeted Number of Drawings
Civil	39
Structural	140
Architectural	92
Mechanical	63
Process	75
Electrical/Instrumentation	65

1.5.3 The physical attributes of the project 3D models will be developed to a Level of Development (LOD) 300, based on the 2019 BIMFORUM Level of Development Specification.

1.5.4 Design-Builder will prepare an updated opinion of probable construction cost, as described in Paragraph 1.7.1.

1.5.5 Design-Builder will review the Pre-Final design documents, including drawings and models, in one (1) in-person meeting with Owner staff. Owner will provide Design-Builder with comments ahead of this meeting so that Owner comments can be discussed.

1.5.6 Deliverables will include the following:

1.5.6.1 Three (3) half-size printed and bound sets of preliminary design plans.

1.5.6.2 Three (3) printed and bound sets of major equipment technical specifications.

1.5.6.3 PDF files of plans, specifications, and opinion of probable construction cost.

1.6 State Revolving Loan Fund (SRF) Fund and Permitting Support

1.6.1 Design-Builder will provide Grant and Loan Assistance as follows (all permit fees will be paid by Owner):

1.6.1.1 Assist with completion of the Clean Water State Revolving Loan Fund (SRLF) Application Form (MO 780-1951).

1.6.1.1.1 Assist with completion of Parts 1-12 with support from the Owner as required.

1.6.1.1.2 Assist with provision of "Energy Conservation Plan" in part 13. The deliverable will be a technical memorandum addressing energy conservation aspects of the project.

1.6.1.1.3 Assist with provision of "Fiscal Sustainability Plan" in Part 3 and further detailed in 9.2.2 of this scope of work.

1.6.1.1.4 Assist with completion of the "Green Project Reserve (MO 780-2530)" form with support from the Owner as required. The deliverable will be a technical memorandum addressing green elements of the project.

1.6.2 Design-Builder will provide services associated with completion and submittal of the Facilities Plan Submittal Checklist parts 1 through 7 including the following:

1.6.2.1 Part 5 - Department of Natural Resources' State Historic Preservation Office (National Historic Preservation Act, Section 106)

1.6.2.2 Part 5 - Indian Tribes (National Historic Preservation Act, Section 106)

1.6.2.3 Part 5 - Army Corps of Engineers

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1.6.2.4 Part 5 - Department of Natural Resources, Historic Preservation Office
1.6.2.5 Part 5 - Department of Conservation
1.6.2.6 Part 5 - United States Fish and Wildlife
1.6.2.7 Part 5 - Department of Natural Resources' Missouri Geological Survey (lagoon collapse potential and receiving stream determination)
1.6.2.8 Part 5 - Federal Assistance Clearinghouse
1.6.2.9 Part 5 - Department of Natural Resources' Division of State Parks
1.6.2.10 Part 6 - Public Meetings for Environmental Information Document per 10 CSR 20-4.050 (4)(B)2

1.6.3 Complete the following forms with assistance as necessary from Owner associated with antidegradation review, treatment plant operating permit and construction permit (all permit fees will be paid by Owner):

1.6.3.1 Submit Antidegradation Review / Summary Request Form (MO 780-2805). Following, submit Antidegradation Report and associated Antidegradation Summary Path A: Tier 2 – Non-Degradation Mass Balance Form (MO 780-2872) or Antidegradation Summary Path B: Tier 2 – Minimal Degradation Form (MO 780-2022).
1.6.3.2 Form B2 – Application for Operating Permit for Facilities that Receive Primarily Domestic Waste and have a Design Flow More than 100,000 Gallons Per Day (MO 780-1805).
1.6.3.3 Application for Construction Permit – Wastewater Treatment Facility (MO 780-1289).
1.6.3.4 Statement of Work Completed (MO 780-2155).

1.6.4 Design-Builder will perform Environmental Permitting Desktop Evaluation that will include the following:

1.6.4.1 Complete a field visit to evaluate the proposed project limits for the presence of wetlands and other waters according to the United States Army Corps of Engineers (USACE) requirements. Based on the wetland field delineation, prepare a draft and final wetland delineation report.
1.6.4.2 Review relevant state and federal databases to identify recorded cultural resources within and adjacent to the proposed project. Perform a field review and prepare a draft and final Section 106 memo and letter report for State Historic Preservation Office (SHPO). Prepare an Unanticipated Discoveries Plan detailing the procedures to follow if construction activities result in the discovery of unrecorded archaeological sites or remains.
1.6.4.3 Complete an online protected species habitat assessment of the proposed project limits. The habitat assessment field survey will be conducted at the same time as the wetland delineation field survey. Based on the assessments, prepare a draft and final protected species habitat assessment letter report that will provide the findings of the habitat assessment and provide recommendations to minimize and avoid impacts during constructions.
1.6.4.4 Provide permitting specialist to coordinate with Greene County Environmental Division and if required, draft a construction within a floodplain development permit application. A hydraulic analysis and No-Rise Certification is anticipated.

1.6.4.5 Prepare a draft and final Stormwater Pollution Prevention Plan (SWPPP) and Missouri Department of Natural Resources (MDNR) land disturbance permit.

1.6.4.6 Coordinate the above listed Environmental Permitting work and prepare and update a Permitting Matrix for the project.

1.6.4.7 Assumption: Design-Builder will not have to file for any Owner permits for construction or occupying Owner Right of Way, project will qualify for a Nationwide Permit 58, the Project would only result in temporary impacts to WOTUS and would not cross any Section 10 Navigable Streams, project will be covered under 401 water quality certification, no Environmental Assessment required, and tree removal will occur between November 15 and April 1.

1.7 Phase 2 Pricing Development

1.7.1 Design-Builder will provide a firm Phase 2 Price to Owner. Services and deliverables associated with the Phase 2 Price Development include:

1.7.1.1 Generate a Phase 2 Price estimate based on the Pre-Final Design.

1.7.1.2 Prequalification of potential construction installation bidders for work scopes not self-performed by Design-Builder. Design-Builder will provide the list of proposed prequalified bidders for Owner's review and comment.

1.7.1.3 Generate and issue construction installation bid packages for the receipt of indicative pricing from potential construction installation subcontractors.

1.7.1.4 Manage bidder correspondence and questions during construction installation indicative pricing process.

1.7.1.5 Issue bid addenda for construction installation bid packages.

1.7.1.6 Generate and issue for bid, equipment procurement packages.

1.7.1.7 Manage bidder correspondence and questions during equipment supplier bidding.

1.7.1.8 Issue bid addenda for equipment supplier bid packages.

1.7.1.9 Qualify and evaluate subcontractor and equipment supplier bids / proposals.

1.7.1.10 Design-Builder will develop a Phase 2 project schedule in critical path format that includes all final design and construction activities.

1.7.2 Design-Builder will host a Phase 2 Price review workshop with Owner to review the Phase 2 Price build-up/estimate, equipment bid tabs, proposed Phase 2 project schedule, clarifications, and proposed allowance items.

1.8 Responsibilities of the Owner:

1.8.1 Owner shall, within reasonable time, so as not to delay the services of the DESIGN-BUILDER:

1.8.1.1 Owner to provide data for influent and effluent water quality based on sampling plan provided by DESIGN-BUILDER.

1.8.1.2 Assist Design-Builder by placing at DESIGN-BUILDER'S disposal all available information pertinent to assignment including previous reports and any other data relative thereto.

1.8.1.3 Guarantee access to and make all provisions for Design-Builder to enter upon public and private property as required for Design-Builder to perform its services under this Agreement.

1.8.1.4 Examine all studies, reports, sketches, cost opinions, Drawings, proposals, and other documents presented by Design-Builder and render in writing decisions pertaining thereto.

1.8.1.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, for the durations established for the project.

Standard Form of General Conditions of Contract Between Owner and Design-Builder

This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.

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Article 1

General

1.1 Mutual Obligations

.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

.1 *Agreement* refers to the executed contract between Owner and Design-Builder under DBIA Document No. 545, *Progressive Design Build Agreement For Water and Wastewater Projects* (2016 Edition), as modified by the parties.

.2 *Not Used.*

.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared, furnished or assembled by the Design-Builder.

.4 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

.5 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

.6 *Design Consultant* is a qualified, licensed design professional who may be an employee of Design-Builder, or who is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by any one under contract to Design Consultant, to furnish design services required under the Contract Documents. Owner recognizes that Design-Builder is an integrated company with in-house design capabilities and that the function of Design Consultant may, in some instances, be self-performed by Design-Builder.

.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

.8 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, terrorism, vandalism, floods, labor disputes, earthquakes, epidemics, pandemics, executive orders, tariffs, actions/inactions of government, adverse weather conditions not reasonably anticipated, and other acts of God.

.9 *General Conditions of Contract* refer to these General Conditions of Contract Between Owner and Design-Builder (2010 Edition), as modified by the parties.

.10 *Phase 2 Contract Price Amendment* means that exhibit attached to DBIA Document No. 545, Progressive Design Build Agreement For Water and Wastewater Services that is the amendment to the Agreement for Phase 2 services comprised of the accepted Proposal as developed by Design-Builder in accordance with Section 2.3 of the Agreement between Owner and Design-Builder.

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.11 *Phase 2 Proposal* means that proposal developed by Design-Builder in accordance with Section 2.3 of the DBIA Document No. 545, Progressive Design Build Agreement For Water and Wastewater Services.

.12 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

.13 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

.14 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

.15 *Site* is the land or premises on which the Project is located.

.16 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers and shall not include the Design Consultants retained by the Design-Builder.

.17 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

.18 *Substantial Completion* or Substantially Complete means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

.19 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services

.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder, which shall not be unreasonably withheld by the Owner. It is understood and accepted that Design-Builder does not plan to have a full-time, on-site Superintendent or Project Manager until amount of Work on site warrants that level of presence on site.

.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of

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the Work, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work; and (iv) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services

.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services

.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services

.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design or, if applicable, previously submitted design submissions. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as

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such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

.5 Upon completion of the Design Development Phase, the Design-Builder shall provide the Owner with drawings, outline specifications and other documents for written acceptance by the Owner. Owner shall provide written approval and / or comments within ten (10) working days of the receipt of the same.

2.5 Legal Requirements

.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits

.1 As identified for each party in Exhibit H – Permit & Easement Matrix, the Design-Builder and Owner shall respectively obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project, for the respective permit and/or easement shown.

.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services

.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

.2 Design-Builder shall perform all construction activities efficiently and with the requisite experience, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods,

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sequences and techniques of construction.

.3 Design-Builder shall employ only Subcontractors who are duly licensed (where applicable) and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any negligent acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption. However, unless otherwise stated, Design-Builder is not responsible to schedule or coordinate Owner's separate contractors.

.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety

.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable. The Safety Representative may be the Design-Builder's Superintendent or Project Manager.

.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety

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precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work. Design-Builder is not responsible for any safety violations, acts or omissions of the Owner or its separate contractors, consultants and their subcontractors.

2.9 Design-Builder's Warranty

.1 For a period of one year following Substantial Completion, Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to duplicate or limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

.2 The Design-Builder agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and process guarantees relating to performance of the equipment. Owner agrees to look solely to such manufacturer(s) for remedies for defects in equipment and material, and not to Design-Builder to the extent covered by an express or implied warranty. Design-Builder's sole obligation is to provide reasonable assistance to Owner in obtaining relief under such manufacturer's warranties.

2.10 Correction of Defective Work

.1 To the extent not covered by a manufacturer's warranty under Section 2.9.2, Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate

.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and

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perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information

.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

.4 A legal description of the Site;

.5 To the extent available, record drawings of any existing structures at the Site; and

.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information

.1 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

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.3 Any consent to assignment of this Agreement to Owner's lenders shall be conditioned upon Design-Builder being paid in full for all outstanding sums due at the time of the assignment, and upon the assignee being responsible for all of Owner's remaining obligations under this Agreement.

3.4 Owner's Representative

.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner, as authorized by City Council in accordance with applicable law.

3.5 Government Approvals and Permits

.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.

.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors

.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

.2 Owner shall require its separate contractors working on the Project Site to name Design-Builder as an additional insured on their general liability and automobile liability insurance and to waive rights of subrogation against Owner, Design-Builder and its Design Consultant, consistent with Section 5.3.5, below. Design-Builder will be indemnified by Owner's separate contractors in favor of Design-Builder.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions

.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts and contractors to (i) ascertain whether Hazardous Conditions have actually been

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encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless, (iii) remove, abate and remediate such Hazardous Conditions. Design-Builder is entitled to rely on the information and work of Owner's separate experts and contractors as being complete and accurate.

.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

.5 To the extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions

.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements

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.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

.4 Design-Builder shall include Owner as an additional insured on the Commercial General Liability, Automobile Liability and Umbrella/Excess Liability policies. Nothing in this Agreement shall require the Design-Builder or its Design Consultants to name the Owner or others as additional insureds on any Professional Liability or Workers Compensation policies, which normally do not permit additional insureds.

5.2 Owner's Liability Insurance

.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 Owner's Existing Property Insurance

.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance for the existing property at the Project and upon Substantial Completion, the Work, to the full insurable value of the property, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the existing property at the Project and the Work (upon Substantial Completion), including materials and equipment in transit, at the Site. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1

.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be

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canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein or that could be covered by property insurance, if self-insured, including deductibles, and including rights of subrogation, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security

.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be mutually agreed to by the parties.

.2 All bonds furnished by Design-Builder shall be in a form reasonably satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values

.1 Unless required by the Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

.2 The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments

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.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments

.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest

.1 If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations

.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Provided Owner makes all payments to Design-Builder when due, Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

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6.6 Substantial Completion

.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. The Owner and Design-Builder shall prepare a written list (Punch List) of all incomplete items of Work existing at the time, including any deficiencies noted. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

.4 If Owner occupies or attempts to use any portion of the Work prior to Substantial Completion, it agrees to it does so at its own risk and shall sign any reasonable release or indemnity agreement required by Design-Builder as a condition of such use or occupancy.

6.7 Final Payment

.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

> **.1** an affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests, or that any existing liens have been bonded by Design-Builder;
>
> **.2** a general release executed by Design-Builder waiving, upon receipt and bank clearance of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;
>
> **.3** consent of Design-Builder's surety, if any, to final payment;

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.4 all operating manuals, warranties and other deliverables required by the Contract Documents; and

.5 certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement

.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

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.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.2 Tax Claim Indemnification

.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is erroneously claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification

.1 Providing that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond or Owner's indemnity bond. If Design-Builder fails to do so within ten (10) days after receipt of written notice from Owner to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees. However, in the event that a lien is a result of disputed sums, the Owner shall give the Design-Builder reasonable time and opportunity to negotiate settlement with its Subcontractor prior to the Owner taking steps to discharge the lien directly.

7.4 Design-Builder's General Indemnification

.1 Subject to Section 10.5 and any limitations in the Agreement, Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against losses, damages, and expenses, including reasonable attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification

.1 In addition to other specific indemnities elsewhere in this Agreement, Owner, to the extent permitted by law pursuant to Section 434.100 RSMo , shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against losses, damages, and expenses , including reasonable attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner's separate contractors or anyone for whose acts any of them may be liable.

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Article 8

Time

8.1 Obligation to Achieve the Contract Times

.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work

.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder may also be entitled to an appropriate adjustment of the Contract Price.

.3 For purposes of this Article 8, Force Majeure Events include not only adverse weather conditions, but the resulting impact on the Project after such weather condition ceases, such as mud, standing water, frozen soil or weather damage due to hail, high wind or other weather event.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders

.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

.1 The scope of the change in the Work;

.2 The amount of the adjustment to the Contract Price; and

.3 The extent of the adjustment to the Contract Time(s).

.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services

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involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives

.1 A Work Change Directive is a written order prepared and signed by Owner, directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work

.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments

.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

.2 A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

.3 Costs, fees and any other markups set forth in the Agreement; and

.4 If an increase or decrease cannot be agreed to as set forth in items .1 through .3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for

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Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies

.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief

.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution

.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

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.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the parties. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

.5 In the event that a dispute arises between the parties is submitted to mediation under this Section, the parties agree to split the mediator's and any filing fees equally. The mediation shall be held in Republic, Missouri. In the event that it is necessary to file a lawsuit in order to meet the requirements of a statute of limitations which is about to expire, the parties agree, nonetheless, to submit the dispute to mediation within thirty (30) days after the filing of such lawsuit or demand. Any agreements reached in mediation shall be enforceable as a settlement agreement.

10.3 Section Not Used

10.4 Duty to Continue Performance

.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES

.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages as set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

10.6 COMMENCEMENT OF STATUTORY PERIOD

.1 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion, or the date of issuance of final payment (for acts or failures to act occurring after Substantial Completion).

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work

.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate

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more than ninety (90) days during the duration of the Project.

.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause

.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work and planned to be turned-over as part of the Work or planned for consumption in the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the reprocurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

.5 Design-Builder shall not be liable for either design services or construction Work (including, but not limited to, equipment installation) that is incomplete due to a termination by Owner for cause or for convenience under this Agreement, including any errors, omissions or defects in such designs or Work which Design-Builder is prevented from correcting and completing due to any termination.

.6 Owner shall pay Design-Builder as a Cost of the Work to make reasonably safe any incomplete Work or Site conditions left open due to any termination under this Agreement. Thereafter, Owner assumes full risk and control of the Site.

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11.3 Design-Builder's Right to Stop Work

.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause

.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder

.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract

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Documents. Accordingly, should such event occur:

.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Electronic Data

12.1 Electronic Data. The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data

.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol

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.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information

.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project, but may disclose the Confidential Information to the extent required by applicable law, regulation or a valid order by a court or other governmental body. It is understood that Owner is a public entity which acts through its subdivisions, public officers, employees, and agents, and that materials and information in the possession of or maintained by such, including any provided by disclosing party, may be subject to disclosure to the public in accordance with applicable law.

13.2 Assignment

.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

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13.3 Successorship

.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law

.1 The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

13.5 Severability

.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver

.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings

.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice

.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient, or (iv) if transmitted via e-mail, by the time that it was sent in U.S Central Time.

13.9 Amendments

.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

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AGENDA ITEM ANALYSIS

Project/Issue Name:	23-R-50 A Resolution of the City Council Authorizing the City Administrator to Extend the Engagement of Services with Grote & Associates, Inc. for Government Relations Services.
Submitted By:	David Cameron, City Administrator
Date:	August 22, 2023

Issue Statement

To renew an engagement letter with Grote & Associates, Inc. for continued advocacy for wastewater funding.

Discussion and/or Analysis

In April 2022, the city engaged Grote & Associates, Inc. to provide consulting services for the advocacy of funding from the State Legislature. Grote & Associates helped identify the needs of the City, assisted in preparing information to provide to key government officials, and worked with both political parties and City officials to help the City secure needed funding for the project. Grote & Associates assisted the city in obtaining a $55 million allocation from the State of Missouri in 2022 and 2023.

With the continued need for funding of the Wastewater Treatment Plant's expansion to meet the requirements of Missouri Department of Natural Resources, staff is requesting to renew this engagement of services for another year to obtain assistance in securing funding toward the $40 million in unfunded improvements for the expansion.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO EXTEND THE ENGAGEMENT OF SERVICES WITH GROTE & ASSOCIATES, INC. FOR GOVERNMENT RELATIONS SERVICES

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 entered into an Abatement Order on Consent with the Department of Natural Resources, as approved by the City Council on October 5, 2021 via Ordinance 21-62, to address the deficiencies with the City's Wastewater Treatment Plant and to reach compliance; and

WHEREAS, the City anticipates construction of various anticipated wastewater treatment improvements within the City to be completed on or before April 2025; and

WHEREAS, the City has been working diligently to obtain other funding for its new wastewater treatment system, which involves a multi-step process with various complexities beginning in the early stages of applying for and obtaining the funds, to then documenting, allocating, obligating, and properly spending the funds as awarded; and

WHEREAS, in 2022, with approval of Council, the City entered into an agreement with Grote & Associates, Inc. ("Grote") whereby Grote agreed to provide the City with government relations solutions in connection with the City's efforts to obtain funds for its new wastewater treatment system; and

WHEREAS, the City believes Grote has consistently provided valuable insight and assistance with its ongoing efforts to identify and successfully procure available funding through the state and/or ARPA/other grants for its new wastewater treatment system, and wishes to extend its agreement with Grote for continued government relations services toward those efforts; and

WHEREAS, the Council finds it is in the City's best interest to renew the City's engagement of services with Grote with a total amount not to exceed $150,000.00 for this contract period.

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

Section 1: The City Administrator or designee is authorized negotiate and execute an engagement letter with Grote & Associates, Inc. for government relations services relating to the City's efforts to obtain funding for its new wastewater treatment system, in a total amount not to exceed $150,000.00.

Section 2: The City Administrator, and/or his designee, is authorized on behalf of the City to take the steps necessary to execute this Resolution and initiate the engagement described herein.

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

Section 4: This Resolution shall become effective on and after the date of passage and approval as provided by law.

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

_____
Matt Russell, Mayor

Attest:

_____
Laura Burbridge, City Clerk

Approved as to Form:

DocuSigned by:
Damon Phillips 8/10/2023
11F90D87116B4F4...

Megan McCullough, City Attorney

Final Passage and Vote:

GROTE & ASSOCIATES

August 18, 2023

Mr. David Cameron
City of Republic Missouri
204 North Main Ave,
Republic, MO 65738
RE: Letter of Engagement

Dear Mr. Cameron:

Thank you for your interest in allowing Grote & Associates, Inc. to continue to represent the interests of the City of Republic Missouri. We look forward to a valued relationship and completing the goals of the City of Republic.

1. Scope of Representation. The scope of our engagement and duties to City of Republic shall be to assist in:

    a. Continuing to develop and execute their existing governmental and public affairs strategies in Missouri;

    b. Provide legislative monitoring services which includes; initial consultation to understand your needs and issues, coordinate meetings with elected and administration officials, creation of issue papers for use during meetings, legislative issue alerts on developing issues, weekly update report, monitor and attend meetings of the public service commission, facilitate meetings with members of the public service commission.

    c. Provide legislative analysis which includes; detailed bill tracking and analysis, email updates and action recommendations on monitored legislation, detailed tracking of state regulations, pertinent committee hearing attendance and updates, facilitating legislative meetings and introductions, assisting events at the capitol, meetings with all decision makers and stakeholders as necessary;

d. The engagement shall also extend to providing continued advice and direction to the City of Republic and it's leaders to ensure continued compliance with all Missouri ethics and lobbying regulations. You may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be mutually agreed.

e. The securing of funds to support the expansion of water and sewer systems in Republic including an additional fifty-million dollars ($50,000,000).

f. Participation in client communications and updates as requested.

g. Other activities that are reasonably inferred as benefiting the governmental relations activities of the City of Republic and are within the generally accepted duties outlined above.

2. Fees, Expenses and Additional Amounts. The City of Republic shall pay Grote and Associates, Inc fifty-four thousand dollars (four-thousand five hundred dollars per month ($4,500)) for services. Additionally, upon securing the signature of the Governor of Missouri on appropriations, Grote and Associates shall be paid an additional sum of one thousand dollars ($1,000) for every one million dollars ($1,000,000) of funding for the City of Republic. The City of Republic shall pay all pre-approved expenses.

3. These fees will be invoiced by Grote and Associates on the first (1st) day of each month.

4. Amendment. If during the course of this agreement the scope of services substantially is altered both parties agree to reasonably work together to develop a new engagement agreement.

5. Term. The term of this agreement shall commence September 1, 2023 and conclude on August 31, 2024. Either party may cancel this agreement by providing thirty days (30) written notice. Should this contract be canceled by the City of Republic after April 1, 2024 for any reason other than gross negligence, eighty percent (80%) of the total fee in paragraph 2 shall be immediately due.

AGREED TO AND ACCEPTED

CITY OF REPUBLIC, MISSOURI	GROTE AND ASSOCIATES, INC
_____	_____
David Cameron	Heather Grote
_____	_____
Date	Date
_____	_____

AGENDA ITEM ANALYSIS

Project/Issue Name:	23-R-51 A Resolution of the City Council Authorizing Supplemental Agreement No. 2 for the Shuyler Creek Trail Project [STBG-6900(813)] with Olsson Engineering for Additional Engineering Services in the Amount of $73,728.77.
Submitted By:	Garrett Brickner, Assistant BUILDS Administrator
Date:	August 22, 2022

Issue Statement

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

Discussion and/or Analysis

This Supplemental Agreement would modify the original agreement dated January 11, 2021, between the City of Republic and Olsson for design and construction inspection of project STBG-6900(813). The purpose of this Supplemental Agreement is to capture costs associated with evaluating alternative alignments and right-of-way impacts of such after public meetings and negotiation with property owners. These additional services shall be in an amount not to exceed (Seventy-Three Thousand Seven Hundred Twenty-Eight Dollars and Seventy-Seven Cents) ($73,728.77) without further authorization. The total design phase services shall be in an amount not to exceed (Three Hundred Twelve Thousand Nine Hundred Forty Dollars and Four Cents) ($312,940.06). The full scope of services change can be seen in the supplemental agreement documents attached.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING SUPPLEMENTAL AGREEMENT NO. 2 FOR THE SHUYLER CREEK TRAIL PROJECT [STBG-6900(813)] WITH OLSSON ENGINEERING FOR ADDITIONAL ENGINEERING SERVICES IN THE AMOUNT OF $73,728.77

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

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

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

WHEREAS, on September 15, 2020, in Ordinance 20-37, the Council approved a First Supplement to the Agreement with the Missouri Highways and Transportation Commission for the extension of the Project; and

WHEREAS, on December 8, 2020, via Resolution 20-R-51, Council approved of a contract ("Olsson Contract") between the City and Olsson Engineering ("Olsson") for the Project; and

WHEREAS, on January 18, 2022, via Resolution 22-R-02, Council approved of a First Supplement to the Olsson Contract by authorizing the City to enter into Supplemental Agreement No. 1 with Olsson for the Project; and

WHEREAS, the City has held public meetings and received questions, comments and other feedback from residents regarding the Project, prompting City staff to engage the engineers on the Project for evaluation of possible alternate alignments for the trail, as well as right-of-way impacts to affected property owners; and

WHEREAS, the City has incurred costs in connection with these efforts and is requesting authorization to execute a Second Supplement to the Olsson Contract, for the services referenced herein; and

WHEREAS, the City Council finds there is good cause for approving of the in the best interest of the City to enter into a second supplemental agreement with Olsson Engineering for additional engineering services to evaluate the alignment of the trail.

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

Section 1. The City Administrator, and/or his designee, on behalf of the City, is authorized to enter into Supplemental Agreement No. 2 with Olsson Engineering for

additional costs incurred in connection with the Project, said Agreement to be in substantially the same form as that attached hereto and labeled "Attachment 1", with an additional expense not to exceed $73,728.77 (and with the total design phase services not to exceed $312,940.06) without further, separate authorization from Council.

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

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

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

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

_____
Matt Russell, Mayor

ATTEST:

_____
Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

SUPPLEMENTAL AGREEMENT NO. 2
TO
ENGINEERING SERVICES CONTRACT

This Supplemental Agreement is made part of the original agreement dated January 11, 2021 between the City of Republic and Olsson for design and construction inspection of project STBG-6900(813). The purpose of this Supplemental Agreement is to review alternative alignments evaluating right-of-way impacts. These additional services shall be in an amount not to exceed (Seventy-Three Thousand Seven Hundred Twenty-Eight Dollars and Seventy-Seven Cents) ($73,728.77) without further authorization. The total design phase services shall be in an amount not to exceed (Three Hundred Tweleve Thousand Nine Hundred Forty Dollars and Four Cents) ($312,940.06). Attachment A outlines the cost breakdown for this Supplemental Agreement. Exhibit 1 outlines the full scope of services.

Supplement Agreement No. 2 accepted as defined herein:

OWNER: _____ ENGINEER: Olsson, Inc.

BY: _____ BY: _____

TITLE: _____ TITLE: Professional Engineer

DATE: _____ DATE: 08/09/2023

ATTEST:

BY: _____ BY: _____

TITLE: _____ TITLE: Team Leader

DATE: _____ DATE: 08/09/2023

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

ATTACHMENT A
SUPPLEMENTAL AGREEMENT NO. 2
(08.09.2023)

DESIGN Phase Services (Additional):

Phase 100 Project Management	$5,829.74
Phase 200 Survey Services	$682.79
Phase 600 Right of Way Plans	$15,830.73
Overhead	$51,095.19
Direct Expenses	$290.32

Summary Design Phase:

Original Agreement	$223,711.29
Supplemental Agreement 1	$15,500.00
Supplemental Agreement 2	$73,728.77
Total	$312,940.06

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

olsson

By: JWP
Date: 8/9/2023

ESTIMATED DIRECT LABOR COSTS		$22,343.26
Payroll Additives (Direct Overhead)	90.84%	$20,296.62
General and Administrative (Indirect Overhead)	96.68%	$21,601.46
Fixed Fee	14.00%	$8,993.79
	SubTotal	$73,235.13
Facilities Capitol Cost of Money	0.91%	$203.32
	Subtotal	**$73,438.45**

Subconsultants

	0.00%	$0.00
	Subtotal	**$0.00**

Direct Expenses

Printing & Plotting Public Meeting Exhibits	$103.12	
Mileage	$187.20	
	Subtotal	**$290.32**

ENGINEERING FEE (Engineering Services) **$73,728.77**

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

olsson

By: JWP
Date: 8/9/2023

		Direct Labor Cost
Phase 100	Project Management	
Second Public Meeting Prep and Attendance		**$5,829.74**
Phase 200	Survey Services	
Additional Survey for new alignment		**$682.79**
Phase 600	Right of Way Plans	
Review 6 alternative alignments		**$15,830.73**
Phase 999	Expenses	
Printing & Plotting Public Meeting Exhibits		**$103.12**
Milage		**$187.20**

SUPPLEMENTAL AGREEMENT NO. 1
TO
ENGINEERING SERVICES CONTRACT

This Supplemental Agreement is made part of an agreement dated January 11, 2021 between the City of Republic and Olsson for design and construction inspection of project STBG-6900(813). The purpose of this Supplemental Agreement is to add subconsultant Stone Point Services for archeological research and reporting. These additional services shall be in an amount not to exceed (Fifteen Thousand Five Hundred Dollars and Zero Cents) ($15,500.00) without further authorization. The total design phase services shall be in an amount not to exceed (Two Hundred Thirty Nine Thousand Two Hundred Eleven Dollars and Twenty-Nine Cents) ($239,211.29). Attachment A outlines the cost breakdown for this Supplemental Agreement. Exhibit 1 outlines the full scope of services.

Supplement Agreement No. 1 accepted as defined herein:

OWNER: _____ ENGINEER: Olsson, Inc.

BY: _____ BY: Jonathan Peitz

TITLE: _____ TITLE: Professional Engineer

DATE: _____ DATE: January 4, 2022

ATTEST:

BY: _____ BY: Reid Catt

TITLE: _____ TITLE: Team Leader

DATE: _____ DATE: January 4, 2022

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

ATTACHMENT A
SUPPLEMENTAL AGREEMENT NO. 1
(01.04.2021)

DESIGN Phase Services (Additional):

Total Supplemental Agreement No. 1	$15,500.00

Summary Design Phase:

Original Agreement	$223,711.29
Supplemental Agreement	$15,500.00
Total	$239,211.29

Stone Point Services

Scope of Work

Cultural Resources Survey of the Shuyler Creek Trail Project, Greene County, Missouri

Prepared by:
Lindsay P. Dyle
Senior Archaeologist
Stone Point Services, LLC

Stone Point Services has been asked to provide a scope of work and fee for this project by Ms. Kyleen Kelly of Olsson. Stone Point Services is providing this scope of work to outline the requirements of the Missouri State Historic Preservation Office (SHPO) and tribes with jurisdiction in this area, and how we can meet these requirements efficiently. We propose to conduct a cultural resources survey of the Shuyler Creek Trail Project, which will include pedestrian survey, shovel test excavation, and an architectural assessment of nearby properties.

The project is located in Republic, Greene County, Missouri (see figures) and consists of approximately 9,000-feet of new trail. The trail connects in the west to the existing Shuyler Creek Trail and extends into Wilson's Creek National Battlefield to the east. The Missouri Department of Transportation (MoDOT) Historic Preservation Section has recommended a cultural resources survey of the project area.

ARPA Permit

Because the project extends into Wilson's Creek National Battlefield, an Archaeological Resources Protection Act (ARPA) permit is required to conduct fieldwork on this portion of the project. Upon notice to proceed, Stone Point Services will begin the ARPA permit application process. It can take up to 60-days to receive the permit from the National Parks Service.

Maps and Background Research

Our Geographic Information System (GIS) staff will produce maps of the project area, including a United States Geological Survey (USGS) topographic quadrangle map and aerial map showing the project area and the project's Area of Potential Effect (APE), road map, soil map, geology map, shovel test map, historic aerial map, and a historic topographic map. Once maps are completed, background research will be conducted.

The background literature and records search for the project area will be conducted through the Missouri SHPO, National Register of Historic Places (NRHP) database, and online sources for historic maps. The records examined at the Missouri SHPO database include a review of information about previously recorded archaeological and historic resources in the vicinity of the project area. The literature review will be used to determine if previously recorded cultural resources are in or near the project area and will also serve to provide a historical context for the project area.

The background research will also include information about standing historic structures and known cemeteries located near the survey area. As noted above, the purpose of the background research is to inform the Stone Point Services crew of potentially important cultural resources that have been previously recorded near the survey area. Using data from the background research, our researchers can pinpoint those areas that are more likely to contain archaeological sites.

The background research likewise helps to identify historic resources, such as historic buildings and cemeteries that are located close to the project area. Previously recorded archaeological sites and surveys within 1-mile of each project area are assessed and their results summarized. In addition, historic aerial photography available through various online sources, and other historic map sources are used to determine if the project area was previously used for habitation. A combination of all data is used as a general background for the investigations and the resulting report.

Archaeological Field Investigations

Per MoDOT standards, the archaeological APE includes all new and existing right of way and easements (both temporary and permanent).

Pedestrian survey is used to identify whether archaeological deposits are present within the survey area. During the pedestrian survey, transects are walked at no greater than 5-meter (16-feet) intervals to identify surface deposits, if present.

Shovel tests are excavated at 15-meter (50-foot) intervals. Shovel tests measure 40-centimeters (16-inches) in diameter and are excavated to sterile subsoil (pre-Holocene deposits) or at least 80-centimeters (31-inches) below ground surface, whichever is encountered first. Each shovel test is excavated in no greater than 10-centimeter (4-inches) levels to ensure that any artifacts encountered can be plotted by depth. All shovel test fill is screened through 6.35-millimeter (0.25-inch) wire mesh screen. Sites (if encountered) are to be recorded using a Trimble GPS and plotted on USGS 7.5-minute topographic maps. All features are mapped using ArcGIS 10 with standard shapefile formats. If sites or isolated finds are identified, diagnostic artifacts recovered during the survey are to be bagged by site or isolated find and relative provenience within each site. Non-diagnostic artifacts are field analyzed and returned to their original provenience. Due to landowner restrictions, sites are only delineated within the boundaries of the survey area. Sites are documented using Missouri archaeological site forms that are submitted to the Missouri SHPO upon conclusion of the fieldwork. The Project Archaeologist maintains detailed notes on survey methods, sites identified during the survey, and relevant environmental factors associated with each site.

All fieldwork will be completed by a Secretary of the Interior qualified archaeologist.

Architectural Field Investigations

Per MoDOT standards, the architectural APE includes the project's right-of-way and easements, as well as a buffer zone of 50-feet in developed areas and 100-feet in rural areas. The architectural portion of the project will include photographs, descriptions, and NRHP evaluations of any built environment resources (buildings or structures 45 years of age or older).

Analysis, Report Preparation, and Curation

Upon completion of the fieldwork, Stone Point Services will prepare a draft report of the project findings, including the results of both the archaeological and architectural investigations, as well as all background and environmental information pertinent to the project. The report will also include recommendations for any additional work that may be necessary under pertinent federal and/or state laws. The report will follow guidelines provided by the Missouri SHPO and tribes with review authority in Missouri. Collected artifacts outside of Wilson's Creek National Battlefield, if any, will be curated at an approved Missouri facility.

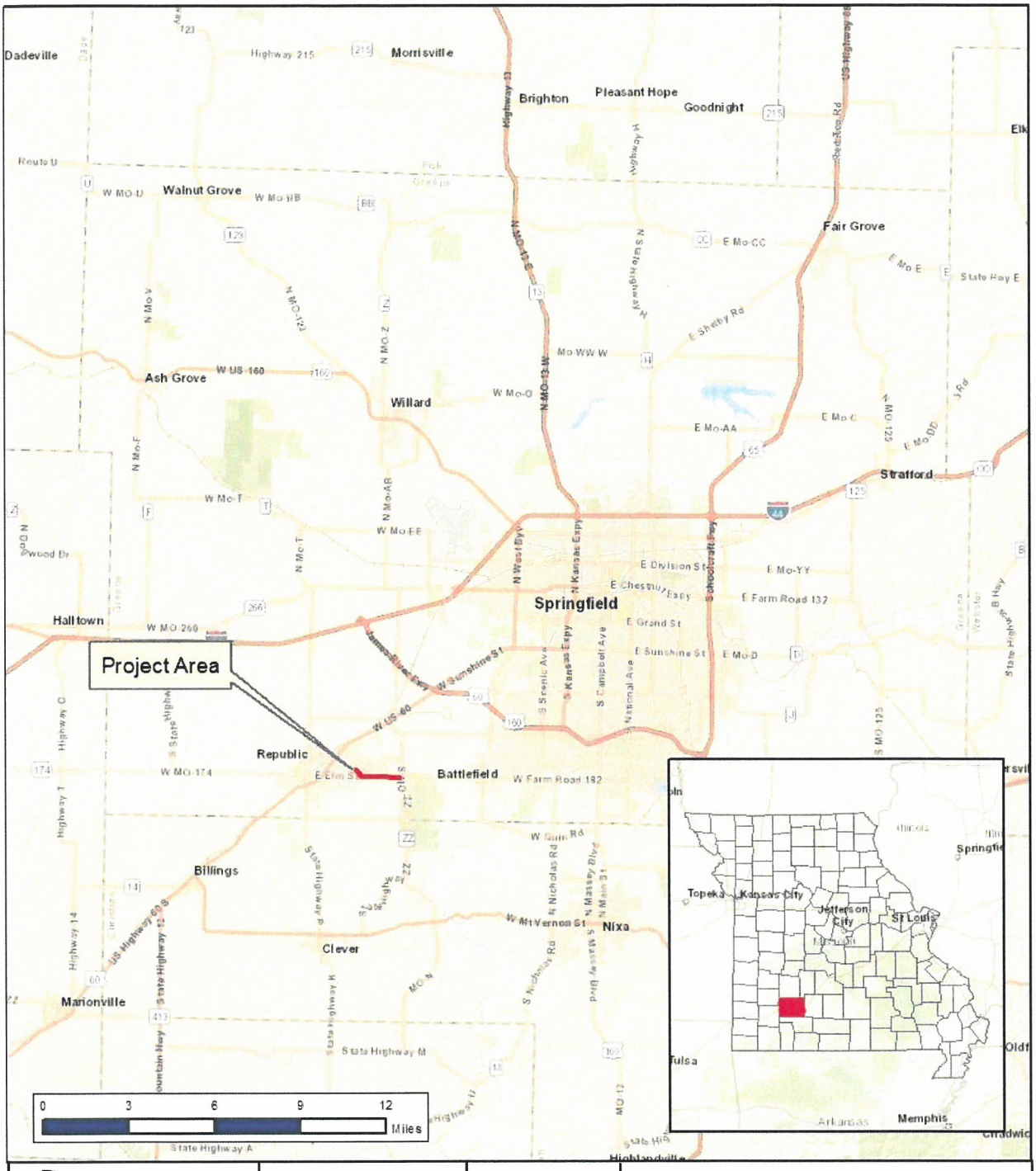
Collected artifacts from within Wilson's Creek National Battlefield, if any, will be curated at the Midwest Archeological Center in Lincoln, NE.

Once the draft report has been reviewed by the client, MoDOT, Missouri SHPO, and various tribes, Stone Point Services will address these comments in a final technical report. A digital copy of the final report will be submitted to the client.

Time Frame

The ARPA permit can take up to 60-days to receive from the National Parks Service. However, the permit is only needed for the portion of the project located within Wilson's Creek National Battlefield. Fieldwork on the project located outside of Wilson's Creek National Battlefield will likely begin before the ARPA permit is received.

The project will be completed within 8-weeks upon notice to proceed. If this time frame is not attainable due to weather delays or other issues, Olsson will be notified immediately.



Stone Point Services

Date: November 30 2021
Project No: SPS21C0611
Scale: 1 inch = 29,167 feet
Drawn By: DL

Legend

trail

Source: Esri, DeLorme NAVTEQ, USGS

N

General Overview Map
Shuyler Creek Trail Extension
Republic, MO

Greene County, Missouri



Stone Point Services

Date:	November 30 2021
Project No:	SPS21C0611
Scale:	1 inch = 1,667 feet
Drawn By:	DL

Legend

- trail
- temporary construction easement
- proposed trail easement

N

Project Area Overview Map
Shuyler Creek Trail Extension
Republic, MO

Greene County, Missouri

Professional Engineering Services Estimate
Fee Breakdown by Task

Stone Point Services - Estimated Hours			
Item	**Task**	**Senior Archaeologist**	**Subtotals**
I. Data Collection			
	Preliminary Research	72	$4,500
	Maps and Background Research		
	ARPA Permit		
	Sub-Total	72	$4,500
II. Field Work			
	Archaeological Field Investigations	72	$5,000
	Fieldwork		
	Travel		
	Sub-Total	72	$5,000
III. Reporting			
	Report	80	$6,000
	Analysis		
	Report Preparation		
	Curation		
	Sub-Total	80	$6,000
Total Man-hours		224	
TOTAL			**$15,500**

Contractor Cost Certification

Certification of Final Indirect Costs

Firm Name: Stone Point Services, LLC

Indirect Cost Rate Proposal
(overhead rate % and if applicable, FCCM rate %): 0

Date of Proposal Preparation (mm/dd/yyyy): 12/20/2021

Fiscal Period Covered (mm/dd/yyyy) to mm/dd/yyyy): 01/01/2022 **to** 12/31/2022

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. **All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.**

2. **This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.**

All known material transactions or events that have occurred affecting the firm's ownership organization and indirect cost rates have been disclosed.

Signature: Katherine McMakin Digitally signed by Katherine Mcmakin Date: 2021.12.20 09:48:50 -06'00'

Name of Certifying Official (Print): Katherine McMakin

Title: LLC Member

Date of Certification (mm/dd/yyyy): 12/20/2021

SPONSOR: City of Republic
LOCATION: Elm St./ Farm Road 182 Republic & Greene County, MO
PROJECT: Shuyler Creek Trail extension STBG-6900(813)

THIS CONTRACT is between *The City of Republic* Missouri, hereinafter referred to as the "Local Agency", and *Olsson, Inc., 550 St. Louis St., Springfield, MO 65806*, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its *STP Urban Program* coordinated through the Missouri Department of Transportation, the Local Agency intends to *design engineer the Shuyler Creek Trail extension from its current terminus approximately 1600 linear feet northwest of E Elm St. to Wilson's Creek National Battlefield,, including all plans required for construction, and Right of Way acquisition, along with environmental clearance.* The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning and design of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.

B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

A. make available all information pertaining to the project which may be in the possession of the Local Agency;

B. provide the Engineer with the Local Agency's requirements for the project;

C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;

D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;

E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);

F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

A. Right-of-Way Plans approval (April 01, 2021)
B. PS&E Approval by MODOT shall be completed on (December 01, 2021)
C. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of $25,787.86, with a ceiling established for said design services in the amount of $ 223,711.29, which amount shall not be exceeded.

B. For construction inspection services, not being provided at this time, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of $0, with a ceiling established for said inspection services in the amount of $0, which amount shall not be exceeded.

C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.

D. Actual costs in Sections A and B above are defined as:

1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus

2. An amount calculated at 90.84% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus

3. An amount calculated at 96.68% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus

4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus

5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.

F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.

G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than $10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	**Address**	**Services**
N/A		

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.

B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this

Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.

E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.

1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.

2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.

3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

C. The Engineer's insurance coverage shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000 per person up to $3,000,000 per occurrence;

2. Automobile Liability: $500,000 per person up to $3,000,000 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000; and

4. Professional ("Errors and Omissions") Liability: $1,000,000, each claim and in the annual aggregate.

D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this 11th day of December, 2020

Executed by the County/City this 12th day of January, 2021

FOR: City of Republic, **MISSOURI**

BY: _____
~~Mayor~~ City Administrator

ATTEST: _____
City Clerk

FOR: OLSSON, **INC.**

BY: _____
TEAM LEADER Title

ATTEST: Ronald L. Musal V.P.

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

_____
FINANCE DIRECTOR

Approved as to Form

_____
City Attorney

ATTACHMENT A
Scope of Services
Shuyler Creek Trail Extension
STBG-6900(813)

GENERAL

The engineering responsibilities may include but are not limited to: The preparation of Conceptual plans, Preliminary plans, Contract plans, Right of Way Plans, preparing and submitting necessary permits, contract documents, preparation of PS&E and final documents and environmental clearance. The proposed project is a ten-foot-wide asphalt trail for use by pedestrians and bicyclists beginning at the termination point of the existing Shuyler Creek Trail. The City anticipates the acquisition of 20 feet of right-of-way for this section of the trail. The trail runs for approximately 1,616 feet until it encounters Elm Street, which becomes Farm Road 182 outside of Republic City Limits. At Elm Street (FR 182) the trail will pass under the road through a box culvert tunnel.

Once on the south side of Elm Street (FR 182), the trail follows the road until reaching Wilson's Creek National Battlefield. The City anticipates needing 55 feet of right-of-way south from the centerline of Farm Road 182. The acquisition of this right-of-way will occur partly through the extension of the City of Republic's City Limits southward in a contiguous fashion. The remainder of the right-of-way will be transferred through an agreement with Greene County. Painted crosswalks are anticipated to facilitate crossings at Farm Road 97 and Farm Road 99. Upon reaching the Battlefield, the trail will be incorporated into a proposed roundabout being constructed at State Highway ZZ and Farm Road 182. The City anticipates needing 20 ft of right-of-way within the Battlefield.

More specifically, Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 100 – Project Management

Task 101: **Project Management** - The Consultant Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of sub-consultants, and provide regular progress reports with invoices.

The Consultant will coordinate their design with agencies and/or Consultants that are involved with this project or adjacent projects. Coordination includes one-on-one meetings with the agencies or Consultants.

Task 102: **Quality Assurance / Quality Control (QA/QC)** - The consultant will give a copy of their QA/QC plan to the City's Project Manager at the start of the project. The consultant will submit in writing that this plan has been used during the project at each submittal with the name of the person responsible for performing the QA/QC aspects.

Task 103: **Utility Review Meetings/Coordination (1 Meeting)** - The Consultant shall include time for coordination via the phone and virtual one-on-one meetings with affected utilities, depending on the complexity of the project.

Task 104: **Project Meetings**

- Kick-Off Meeting - Once notice to proceed has been received, the Consultant will schedule and attend a kick-off meeting with City staff and utilities. The City's Project Manager will supply a list of invitees and the Consultant shall be responsible for notification to attendees.
- Progress Meetings/Review - The Consultant will schedule and attend all progress/review meetings. The Consultant will create and distribute a meeting agenda prior to all progress meetings. This scope estimates 3 virtual progress meetings.
- Public Meetings – The Consultant will attend one (1) open house style public meeting. The City will coordinate, schedule, and lead the meeting.

Phase 200 – Survey Services

Task 201: **Topographical Survey -** The Consultant will depict contours at a 1' vertical interval, all physical improvements including buildings, driveways, fencing, standalone trees 6"diameter and larger, outlines of denser vegetation, and visible utilities, as well as the horizontal location of underground utilities as located and marked by Missouri One-Call system, within the project limits as generally shown in the following exhibits. This generally consists of surveying from existing Shuyler Trail to FR 182 then east to Route ZZ. The survey along FR 182 is generally from the centerline south approximately 60 feet along the corridor as shown.



Task 202: **Boundary Survey -** The Consultant shall provide a list of horizontal control points with coordinates, descriptions, station and offset. Horizontal control will be based on the Missouri State Plane Coordinate System NAD 83–Central Zone-US Survey foot.Vertical control will be referenced to NAVD 88.

The boundary survey will depict easements of record as shown on a current title search for the properties adjacent to the proposed trail, depict deed lines for

properties adjacent to the proposal trail sufficient to prepare easement documents, and depict Rights-of-Way along the South side of Farm Road 182 (Elm Street) and the East and West lines of Highway ZZ at its intersection with Farm Road 182; adjacent and within the topo areas, as necessary.

Task 203: **Base Map Preparation** - Consultant will create the base map using the topographic survey data in an AutoCAD format.

Task 204: **As-built Survey and Data Collection (for LOMR)** - As-built survey of Farm Road 182 culvert including channel modifications 50 feet upstream and downstream of the culvert. Needed for LOMR submittal.

Phase 300 – Hydrological & Hydraulic Modeling and FEMA LOMR

Task 301: **Culvert Analysis** – The analysis will consist of the following:

- Update the effective FEMA HEC-RAS model with survey information at the culvert crossing (50' upstream and downstream of the FR 182 culvert) to create an existing conditions model. This model will serve as the baseline for comparison of increases and decreases in flood elevations.
- Evaluate culvert replacement alternatives in the HEC-RAS model that meet the no-rise criteria and allow for pedestrian crossing below Farm Road 182.
- Prepare a Hydraulic Summary showing the results with water surface elevations for the 1, 2, 5, 10, 25, 50, 100, and 500 year storm events.

Task 302: **Design Memorandum** - At the conclusion of this phase, Consultant shall prepare a design memorandum discussing the hydraulic analysis and the level of service for the proposed replacement culvert. Memorandum shall also include a discussion of the permitting requirements, hydraulics/floodplain impacts, culvert design capacity and modeling results.

Task 303: **FEMA LOMR** - Significant modification to the Farm Road 182 culvert to facilitate a trail crossing will result in lower Base Flood Elevations. Major changes to base flood elevations required update the effective model and revising the floodplain limits per 44 CFR 65.3. The proposed culvert replacement is expected to reduce base flood elevations and may potentially remove structures from the FEMA Zone AE Special Flood Hazard Area (SFHA). Remapping of the floodplains will include:

- Update hydraulic model for North Fork Shuyler Creek based on as-built survey of constructed Farm Road 182 culvert.
- Prepare and submit Letter of Map Revision to FEMA for acceptance of new proposed base flood elevations. Includes topographic work map exhibits, annotated FIRM map, and revised FIS profiles. LOMR application fees are not included in this contract and are the responsibility of the Client.
- FEMA Coordination: Coordinate with FEMA reviewer so satisfy comments. Prepare draft community notification letters after completion of

first FEMA review. The community is required to notify each property owner that is impacted by the floodplain change by sending a certified letter or publishing a notice in the local newspaper. Costs for certified letters are considered additional expense to the contract.

Phase 400 – Request for Environmental Review: Categorical Exclusion 2

Task 401: **Environmental / Historical Review** – Consultant shall prepare a Request for Environmental Review (RER) for the proposed trail project. The Consultant will complete a review and evaluation of Missouri Department of Transportation (MODOT) NEPA checklist items. The MODOT NEPA checklist is comprised of the following items: Section 106 Cultural Resources; Section 4(f) and 6(f); Wetlands and Streams; Threatened and Endangered Species; Migratory Birds; Floodplain and Regulatory Floodway; FEMA/SEMA Buyout Lands; Stormwater and Erosion Control; Hazardous Waste; Farmland; Socioeconomics; and, Noise. The Consultant will conduct a site visit of the project area to take photographs of existing conditions.

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Phase 500 – Preliminary Design Phase

Task 501: **Preliminary Design** - Continuing with the completed conceptual plans, construction plans will be developed based on Republic, Missouri design standards. This task will include the overall project management, client coordination, utility coordination, invoicing, and quality control tasks for this phase and previous phases of the project.

The roadway plans will be developed to include the appropriate information at each plan stage and will continue to evolve as pertinent information is added to the plans to convey the design intent. The preliminary plans will include:

- Title Sheet
- Typical sections
- General Notes Sheet
- Survey control and alignment sheet
- Demolition Plan
- Plan & Profile Sheets
- Cross Sections

Task 502: **Drainage Analysis** - Hydraulic/Hydrologic Analysis - The Consultant shall perform a storm systems analysis in accordance with the City of Republic standards. A hydrologic and hydraulic analysis of approximately three crossroad reinforced box culverts (RCBs) will be performed to evaluate existing capacity. The intent is to verify sizing so that the RCBs can be extended to accommodate the proposed trail. The drainage analysis will also evaluate open ditch systems. Driveway cross pipes and ditches not being impacted by the project will not be evaluated for condition or capacity.

Task 503: **Cost Estimates** - The Consultant shall prepare an opinion of project cost.

Phase 600 – Right-of-Way Plan Phase

Task 601: **Right-of-Way Plans -** This task will be to take the design plans from 30% to 60% complete. The right-of-way plans with this project will include detailed storm system profiles, drive/intersection profiles, and other special grading or considerations that could affect right-of-way or easements. The plans will include station and offsets of proposed right-of-way and easements and will used for utility coordination. This task will also include the overall project management, client coordination, utility coordination, invoicing, and quality control for this phase. The roadway plans will continue to be developed to include the appropriate information at the right-of-way plan stage.

The right-of-way plans will include:

- Title Sheet
- General Layout Sheet
- Survey control and alignment sheet
- Demolition Plan
- Typical sections
- Plan & Profile Sheets
- Detail Grading Plans (as necessary)
- Traffic Control Plans (General phasing & TAs)
- Special Details
- Cross Sections

Task 602: **Traffic Control Plans –** Olsson will include temporary traffic control plans and standard detail sheets corresponding to MoDOT and MUTCD standard practice. Plans will include general phasing and line sketch of detour necessary for FR 182 reconstruction.

Task 603: **Cost Estimates -** The Consultant shall prepare an updated opinion of project cost.

Task 604: **Right-of-Way Documents** – Olsson will prepare Exhibit A (description) and Exhibit B (sketch) right-of-way and easements for tracts affected by the project (assumed 33 documents). The Exhibit A and Exhibit B for each tract will be considered one document. Titlework is assumed to be necessary for up to 22 parcels.

Phase 700 – Final Design Phase

Task 701: **Final Design Plans -** The Consultant shall prepare project base files and plan sheets in accordance with the City of Republic CADD standards. All sheets that will be included in the PS&E plan set will be included in this submittal. This includes, but not limited to, the following sheets:

- Cover Sheet
- Summary of Quantities Sheet

- Survey Control and Alignment Sheets
- Demolition Plan
- Typical Sections
- General Notes
- Plan and Profile Sheets
- RCB/Culvert Plan and Profile Sheets
- Details Sheets
- Traffic Control Plans (see below)
- Signing and Striping
- Sediment and Erosion Control Sheets
- Cross-Section Sheets

Task 702: **Traffic Control Plans** – Olsson will include temporary traffic control plans and standard detail sheets corresponding to MoDOT and MUTCD standard practice. Plans will include up to three total phases and one detour. The majority of the traffic control will be handle using typical applications (TAs).

Task 703: **Cost Estimates** - The Consultant shall prepare a final updated opinion of project cost.

Task 704: **Permits** – The Consultant shall prepare and submit on behalf of the City of Republic the following permits, agreements, certifications, and forms. The Consultant shall copy the City's project manager on all applications being submitted. Any permit fees or mitigation costs will be paid for by the city.

- SWPPP - NPDES Permit

Task 705: **Specifications and Job Special Provisions** - The Consultant will submit Specifications and Special Provisions with this submittal.

Phase 800 – Final PS&E and Bidding Phase

Task 801: **Final PS&E** - Upon incorporating review comments into the plan set and special provisions, the Consultant shall prepare and submit all drawings, special provisions, and an updated total project cost estimate to the City's Project Manager for the final PS&E review. Upon City acceptance of the PS&E plans, the Consultant shall submit the bid package to the City's Project Manager in PDF format.

Task 802: **Bidding** – The Consultant will attend prepare addenda and answer RFIs as necessary. A pre-bid meeting is assumed to not be required.

Assumptions and Exclusions:

We have made assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows:

- Plans will be completed for one bid package. Splitting the plans into multiple plan sets would require a supplement.
- Quantity summary tables and breakouts are not required.

- A standard MoDOT reinforced box culvert design will be used, and detailed structural design is not required.
- MoDOT standard ADA ramps details will be used, and detailed spot grading will not be required on the plans.
- Fencing relocations will be negotiated and paid for directly through property acquisitions and will not have to be reflected in the plans.
- Greene County will be providing appraisal and RW negotiation services.
- The Effective FEMA hydrology will be used, and the Effective FEMA hydraulic model will be updated.
- Vegetation is in a state of dormancy during the survey period.
- All application, permit, and mitigation fees will be paid by the Client.
  - Letter of Map Change application and review fee is typically $8,000 and subject to change.
- Environmental Review assumptions:
  - The project will qualify for a CE2 NEPA determination.
  - Consultant assumes the draft CE2 document will be subjected to only one round of revisions from MoDOT environmental staff before the document is submitted to FHWA.
  - Olsson assumes the MoDOT NEPA checklist can be completed through a desktop review and single site visit.
- The constructed culvert replacement is expected to reduce the flood elevations. However, due to inaccuracies in the existing maps, the revision may cause localized widening
- Utility relocations are currently unknown. If required, the relocations will be designed by the respective utilities or by supplemental agreement, including sanitary sewer.

Exclusions include, but are not limited to, the following:

- Traffic studies
- Traffic Signal Design
- Pedestrian detour plans
- Utility Potholing
- Geotechnical investigations.
- Detailed retaining wall and structural design
- Fencing Plans and Layouts
- Environmental investigation, surveys, and permitting beyond those noted in the scope
- Individual 401/404 permits.
- Detention and water quality design
- Letter of map amendment.
- Elevation certifications.
- Cross section survey: the effective cross sections will be utilized for modeling, except where specifically stated otherwise.
- RW Appraisal and negotiations services
- Renderings and visualizations
- Construction administration, testing, inspection, or observation
- RW Staking & Monumentation
- As-built surveys and preparation of record drawings, except where specifically stated otherwise.
- Any services not specifically detailed in the scope.

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

olsson

By: RBC
Date: 10/29/2020

					ESTIMATED DIRECT LABOR COSTS	$63,990.24
					Payroll Additives (Direct Overhead) 90.84%	$58,128.73
					General and Administrative (Indirect Overhead) 96.68%	$61,865.76
					Fixed Fee 14.00%	$25,757.86
					SubTotal	$209,742.60
					Facilities Capitol Cost of Money 0.91%	$582.31
					Subtotal	**$210,324.91**
Subconsultants						
N/A					0.00%	$0.00
					Subtotal	**$0.00**
Direct Expenses						
Plots	1200	Plots @	$ 0.50	=	$600.00	
Mileage	2905	Miles @	$ 0.575	=	$1,670.38	
Meals	8	Meals @	$ 12.00	=	$96.00	
Misc. (Postage, Parkings, etc)	1	LS @	$ 300.00	=	$300.00	
Foam Exhibit Boards	8	Each @	$ 60.00	=	$480.00	
Data Requests (placeholder)	2	Each @	$ 200.00	=	$400.00	
Title Work	22	Each @	$ 350.00	=	$7,700.00	
Survey Supplies	1	LS @	$ 250.00	=	$250.00	
Survey Equipment	126	hr @	$ 15.00	=	$1,890.00	
					Subtotal	**$13,386.38**
ESTIMATED ENGINEERING FEE (Engineering Services)						**$223,711.29**

MAN-HOUR ESTIMATE - Shuyler Creek Trail extension STBG-6900(813)

olsson

Task No.	Description of Work Items / Tasks	TL	PM/SE	Proj Eng	Assoc Eng	AE	S/Tech	Tech	Sr Eccm	Assoc Econ	SR/Y (2 MC)	SR/Y (1 MC)	Sen SVY	SVY Tech	SVY Pkt	Admin	Total Manhours	Total Labor Fee	Subtotal
	Hourly Rate	$64.52	$54.84	$43.87	$37.10	$32.26	$29.03	$24.19	$42.26	$30.32	$45.16	$32.26	$38.06	$32.26	$53.23	$22.58			
100	**Project Management**																		
	Project Management & QA/QC	12	4			12										12	40	$1,652	**$1,651.68**
	Utility Review/Coordination (Assume 1 virtual meeting)	4			16												20	$852	**$851.68**
	Project Meetings (Assume 3 virtual meetings)	6		6		6											18	$844	**$843.90**
	Public Meeting & Prep (Assume 1 meeting)	12				8		8									28	$1,226	**$1,225.84**
		34	4	6	16	26	0	8	0	0	0	0	0	0	0	12	106		**$4,573.10**
200	**Survey Services**																		
	Topographic Survey										54	40	8		2		104	$4,140	**$4,139.98**
	Boundary Survey											24	4	8	2		38	$1,291	**$1,291.02**
	Base Map Preparation												24	24	1		49	$1,741	**$1,740.91**
	As-Built Survey for LOMR										8		1	8			17	$657	**$657.42**
		0	0	0	0	0	0	0	0	0	62	64	37	40	5	0	208		**$7,829.33**
300	**H&H and FEMA LOMR**																		
	Culvert Hydrogical & Hydraulics Modeling		1	12		60											73	$2,517	**$2,516.88**
	Design Memorandum	1		12													13	$591	**$590.96**
	FEMA LOMR	4	24	80		80											188	$7,665	**$7,664.64**
		5	25	104	0	140	0	0	0	0	0	0	0	0	0	0	274		**$10,772.48**
400	**Request for Environmental Review**																		
	Environmental/Historical Review (CE2)	2							20	64						8	94	$3,095	**$3,095.36**
		2	0	0	0	0	0	0	20	64	0	0	0	0	0	8	94		**$3,095.36**
500	**Preliminary Plans**																		
	Review As-builts & Existing Conditions	1				4		4									9	$290	**$290.32**
	Roadway Geometrics & Modeling	4				40		40									84	$2,516	**$2,516.08**
	Preliminary Design																		
	Title Sheet		1			12											13	$442	**$441.96**
	Typical Sections		1			4		8									13	$377	**$377.40**
	General Notes Sheet	1	1			8											10	$377	**$377.44**
	Survey control and alignment sheet		1			1		8									10	$281	**$280.62**
	Demolition Sheets	1				4		12									17	$484	**$483.84**
	Plan & Profile Sheets	1	2			16		40									59	$1,658	**$1,657.96**
	Details Sheets	1	1			4		12									18	$539	**$538.68**
	Cross Sections		1			4		24									29	$764	**$764.44**
	Structures - RCBs		4		24												28	$1,110	**$1,109.76**
	Drainage Analysis	1		8	40												49	$1,899	**$1,899.48**
	Quantities & Opinion of Cost	1	1		1	4		12									19	$576	**$575.78**
	Address Comments	1				4		4									9	$290	**$290.32**
		12	13	8	65	105	0	164	0	0	0	0	0	0	0	0	367		**$11,604.08**

MAN-HOUR ESTIMATE - Shuyler Creek Trail extension STBG-6900(813)

olsson

Task No.	Description of Work Items / Tasks	TL	PM/SE	Proj Eng	Assoc Eng	AE	S/Tech	Tech	Sr Scien	Assoc Scien	SRVY (2 Mn)	SRVY (1 Mn)	Sen SVY	SVY Tech	SVY FM	Admin	Total Manhours	Total Labor Fee	Subtotal
	Hourly Rate	$64.52	$54.84	$43.87	$37.10	$32.26	$29.03	$24.19	$42.26	$30.32	$45.16	$32.26	$38.06	$32.26	$53.23	$22.58			
600	**Right-of-Way Plans**																		
	Geometric Design & Modeling	1	2	4		40		40									87	$2,608	**$2,607.68**
	Update Plan & Profile Sheets	1				24		24									49	$1,419	**$1,419.32**
	Traffic Control Plans (General Phasing & TAs)	4		8			16										28	$1,074	**$1,073.52**
	Quantities & Opinion of Cost	1			1	4		8									14	$424	**$424.18**
	RW & Easement Descriptions (assume 22 parcels & 33 Desc total)												40	40	16		96	$3,664	**$3,664.48**
		7	2	12	1	68	16	72	0	0	0	0	40	40	16	0	274		**$9,189.18**
700	**Final Plans**																		
	Refine Modeling & Roadway Geometrics	1	2	4		40		24									71	$2,221	**$2,220.64**
	Final Design Plans																		
	Title Sheet		1			4											5	$184	**$183.88**
	Summary of Quantities Sheet	1	1	4		4		16									26	$811	**$810.92**
	Survey control and alignment sheet					1		4									5	$129	**$129.02**
	Demolition Plan	1				4		8									13	$387	**$387.08**
	Typical Sections Sheets					1		4									5	$129	**$129.02**
	General Notes Sheets		1			4											5	$184	**$183.88**
	Plan & Profile Sheets	1		4		24		40									69	$1,982	**$1,981.84**
	RCB/Culvert Plan & Profile Sheets	1		4		16		16									37	$1,143	**$1,143.20**
	Detail Sheets		1	1		8		16									26	$744	**$743.83**
	Traffic Control Plans	4		20			40										64	$2,297	**$2,296.68**
	Signing & Striping	1		8			16										25	$880	**$879.96**
	Sediment and Erosion Control Sheets			1		4		24									29	$753	**$753.47**
	Cross Sections		1			12		12									26	$784	**$783.85**
	Opinion of Cost	1				4		8									13	$387	**$387.08**
	Permits - SWPPP		1	4		24											29	$1,005	**$1,004.56**
	Specifications & Job Special Provisions	2	8			8											18	$826	**$825.84**
		13	16	50	0	158	56	172	0	0	0	0	0	0	0	0	466		**$14,844.75**
800	**Final PS&E and Bidding**																		
	Address Final Roadway Review Comments	1	1			8		8									18	$571	**$570.96**
	Final Quanitites & Opinion of Cost (100%)	1				2		4									7	$226	**$225.80**
	Answer RFIs	4				8											12	$516	**$516.16**
	Prepare Addenda	1		4		8										12	25	$769	**$769.04**
		7	1	4	0	26	0	12	0	0	0	0	0	0	0	12	62		**$2,081.96**
	Total Manhours	80	61	184	82	523	72	428	20	64	62	64	77	80	21	32	1,851		
	Total Labor	$5,162	$3,345	$8,072	$3,042	$16,872	$2,090	$10,353	$845	$1,940	$2,800	$2,065	$2,931	$2,581	$1,118	$723		$63,990	**$63,990.24**

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

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

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

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

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

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

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System. https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.

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

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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

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

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

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

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

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

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System. https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

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

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

Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants

Local Federal-aid Transportation Projects

Firm Name (Consultant): Olsson, Inc.

Project Owner (LPA): City of Republic, Missouri

Project Name: Shuyler Creek Trail extension STBG-6900(813)

Project Number: STBG-6900(813)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☒ No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA	Consultant
Printed Name: David Cameron	Printed Name: Reid Cott
Signature:	Signature:
Date: 1/11/21	Date: 12-11-2020