



REPUBLIC
MISSOURI

AGENDA

City Council Meeting
Municipal Court Building, 540 Civic Blvd
July 18, 2023 at 6:00 PM

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

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

Call Meeting to Order

Opening Prayer

Pledge of Allegiance

Mayor's Announcements

- [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

Consent Agenda

- [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.](#) 23-R-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).
- [9.](#) 23-20 An Ordinance of the City Council Approving the Final Plat of the Stone Creek Falls Phase One Subdivision.

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.

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.**

- [11.23-22](#) An Ordinance of the City Council Approving the Final Plat of the Iron Grain Planned Development District Phase One.
- [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.
- [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).
- [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).
- [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.

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.
- [17.23-R-42](#) A Resolution of the City Council Awarding the Bid for Sewer Flow Metering Equipment to Core & Main LP.
- [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.
- [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.
- [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.

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 610.021.12 Any documents related to a negotiated contract until a contract is executed.

Adjournment



CERTIFICATE OF APPOINTMENT

to

Housing Authority

Charlie Johnson

By The Republic City Council

Date of Appointment

July 18, 2023-July 17, 2027

Matt Russell

Mayor



CERTIFICATE OF APPOINTMENT

to

Planning and Zoning Commission

Cynthia Hyder

By The Republic City Council

Date of Appointment

July 18, 2023-July 17, 2027

Matt Russell

Mayor



MINUTES
City Council Meeting
Municipal Court Building, 540 Civic Blvd
June 20, 2023 at 6:00 PM

Matt Russell, Mayor
Eric Gerke, Ward I
Garry Wilson, Ward II
Christopher Updike, Ward III
Eric Franklin, Ward I
Gerry Pool, Ward II
Brandon Self, Ward III
Clint Gerlek, Ward IV

Call Meeting to Order

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, and Clint Gerlek. Others in attendance were: 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, Chief of Staff Lisa Addington, Assistant City Administrator/Parks and Recreation Director Jared Keeling, Executive Assistant Jordan Furnas, City Clerk Laura Burbridge, Finance Director Bob Ford, and IT Director Chris Crosby.

Opening Prayer

Opening prayer was led by Council Member Eric Franklin.

Pledge of Allegiance

The Pledge of Allegiance was led by Mayor Matt Russell.

Citizen Participation

Mayor Russell opened citizen participation at 6:01 p.m. Mayor Russell closed citizen participation at 6:01 p.m.

Consent Agenda

Motion was made by Council Member Updike and seconded by Council Member Franklin to approve the consent agenda. The vote was 6 Aye-Franklin, Gerke, Gerlek, Self, Updike, and Wilson. 0 Nay. Motion Carried.

- 1. Approve June 6, 2023 City Council Minutes.
2. Approve June 6, 2023 City Council Work Session Minutes.

Board, Commission, and Committee Schedule

Table with 2 columns: Meeting Name, Date. Rows include Board of Adjustment Meeting-Cancelled (July 6, 2023), Planning & Zoning Meeting (July 10, 2023), City Council Meeting (July 18, 2023), Board of Adjustment Meeting (August 3, 2023).

Old Business and Tabled Items

- 3. 23-17 An Ordinance of the City Council Approving Execution of an Amendment to The Developer Agreement with Republic 63, LLC for the Continued Development of the Hankins Farm Planned Development District.

Motion was made by Council Member Wilson and seconded by Council Member Franklin to have the second reading of Bill 23-17 by title only. The vote was 6 Aye-Franklin, Gerke, Gerlek, Self, Updike, and Wilson. 0 Nay. Motion Carried. Garrett Brickner was available to answer questions. Council Member Updike motioned for the passage of Bill 23-17. Council Member



Franklin seconded. A roll call vote was taken digitally. The vote was 6 Aye-Franklin, Gerke, Gerlek, Self, Updike, and Wilson. 0 Nay. Motion Carried.

4. 23-18 An Ordinance of the City Council Approving the Execution of an Intergovernmental Cooperation Agreement with the Republic R-III School District to Share the Cost of Professional Emergency Operations Services Provided by AARC Consultants, LLC.

Motion was made by Council Member Franklin and seconded by Council Member Updike to have the second reading of Bill 23-18 by title only. The vote was 6 Aye-Franklin, Gerke, Gerlek, Self, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes was available to answer questions. Council Member Updike motioned for the passage of Bill 23-18. Council Member Wilson seconded. A roll call vote was taken digitally. The vote was 6 Aye-Franklin, Gerke, Gerlek, Self, Updike, and Wilson. 0 Nay. Motion Carried.

New Business (First Reading of Ordinances)

5. 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 Franklin and seconded by Council Member Updike to have the first reading of Bill 23-19 by title only. The vote was 6 Aye-Franklin, Gerke, Gerlek, Self, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill. Ricky Haas with Olsson 550 E St. Louis spoke in favor of the bill representing the developer.

William Clark - 2752 N Atlantic St., Melanie Clark - 2752 N Atlantic St., David Simmons - 2979 N York Ave., and Wyetta Simmons - 2979 N. York Ave. spoke against 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.

6. 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 Self to have the first reading of Bill 23-20 by title only. The vote was 6 Aye-Franklin, Gerke, Gerlek, Self, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes 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)

7. 23-R-36 A Resolution of the City Council Authorizing the City Administrator to Negotiate and Enter into an Agreement with Ollis/Akers/Arney Insurance & Business Advisors for Provision of Insurance Brokerage and Consultant Services.

Motion was made by Council Member Wilson and seconded by Council Member Franklin to approve Resolution 23-R-36. Lisa Addington provided an overview of the Resolution. The vote was 6 Aye-Franklin, Gerke, Gerlek, Self, Updike, and Wilson. 0 Nay. Motion Carried.

8. 23-R-37 A Resolution of the City Council Approving the Independent Audit Report for the Fiscal Year Ending December 31, 2022.

Motion was made by Council Member Updike and seconded by Council Member Wilson to approve Resolution 23-R-37. Jon Cummings from KPM presented the Audit Report. The vote was 6 Aye-Franklin, Gerke, Gerlek, Self, Updike, and Wilson. 0 Nay. Motion Carried.

9. **23-R-38 A Resolution of the City Council Authorizing the City Administrator to Enter into an Agreement with Midwest Public Risk for Property and Liability Insurance for the Fiscal Year 2023-2024.**

Motion was made by Council Member Updike and seconded by Council Member Franklin to approve Resolution 23-R-38. Bob Ford provided an overview of the Resolution. The vote was 5 Aye-Franklin, Gerke, Gerlek, Updike, and Wilson. 0 Nay. 1 Abstain-Self. Motion Carried.

Reports from Staff

Deputy City Administrator Andrew Nelson thanked the residents for coming out and voicing their opinions, noting we value their opinions.

Deputy City Administrator Andrew Nelson thanked Jon for providing the Audit Report. Mr. Nelson added that KPM is great to work with and thanked all their staff for the work done to complete the audit. Mr. Nelson noted regarding turnover and segregation of duties, we had turnover but are thankful to have Bob now and recently added another staff member in the Finance Department.

Deputy City Administrator Andrew Nelson reported the Hines and Lynn roundabout project is going well and is currently on schedule.

Deputy City Administrator Andrew Nelson noted we need volunteers for Have a Blast on June 30th. The event begins at 6 p.m. and we look forward to seeing everyone there.

Council Member Franklin asked if the road overlays were complete. Garrett Brickner responded that all roads except East Hines have been completed. Hines will be completed alongside the roundabout project. Mr. Franklin reported he was able to check out the completed work on the overlays. Mr. Franklin reported he has recently had great discussions with people on various topics and appreciates staff for going above and beyond to get the answers to his questions. Mr. Franklin added he looks forward to Have A Blast and thanked all the volunteers and the city for the work on it.

Mayor Russell shared his appreciation for everyone coming to the meeting. Mayor Russell added he appreciates staff working so hard, noting it is a thankless job. Mayor Russell thanked Garrett Cline for not trying to out-bench him.

Adjournment

Mayor Russell adjourned the meeting at 7:11 p.m.

ATTEST:

Laura Burbridge, City Clerk

Matt Russell, Mayor



Vendor	Added	Added User	Deleted	Deleted User
08017 - Deere & Co	02/10/2023	SHERRI WOODS		
08082 - Blue Silo	06/01/2023	SHERRI WOODS		
08083 - Goswick Cattle LLC	06/01/2023	SHERRI WOODS		
08084 - Tilton Chase Tate	06/07/2023	SHERRI WOODS		
08085 - Patti Dickinson	06/07/2023	SHERRI WOODS		
08086 - Travus McCroskey	06/08/2023	SHERRI WOODS		
08087 - Jacob Nakano	06/08/2023	SHERRI WOODS		
08088 - Michael A Polk	06/08/2023	SHERRI WOODS		
08089 - Justin Howard	06/08/2023	SHERRI WOODS		
08090 - Charles Fletcher	06/15/2023	SHERRI WOODS		
08091 - Nau Angus Farms LLC	06/15/2023	SHERRI WOODS		
08092 - Chris Lakin	06/15/2023	SHERRI WOODS		
08093 - Roberts & Associates	06/15/2023	SHERRI WOODS		
08094 - Automatic Fire Alarm Association	06/15/2023	SHERRI WOODS		
08095 - Kyler Peace	06/15/2023	SHERRI WOODS		
08096 - Audrianna Wake	06/15/2023	SHERRI WOODS		
08097 - Phillip McCroskey	06/15/2023	SHERRI WOODS		
08098 - Spencer Brown	06/15/2023	SHERRI WOODS		
08099 - Meleah Ann Crockett Morales	06/15/2023	SHERRI WOODS		
08100 - Bright Market LLC	06/21/2023	SHERRI WOODS		
08101 - Quadient Leasing USA Inc	06/22/2023	SHERRI WOODS		
08102 - BRANCO Enterprises	06/22/2023	SHERRI WOODS		
08103 - Republic 63 LLC	06/27/2023	SHERRI WOODS		
08104 - Maleah Ann Crockett Morales	06/28/2023	SHERRI WOODS		
91110 - Mace Homes Inc				

Vendor Count: (25)



Record Destruction Request Form

MISSOURI RETENTION MANUAL CODE	NAME/DATE OF RECORDS TO BE DISPOSED	DATE(S) OF DOCUMENTS	RETENTION TIME NEEDED FOR RECORD
GS 067 Vehicle Ownership and Maintenance Records	BUILDS vehicles-sold: legal titles, registration documents, purchase invoice, contracts, warranties, inspections, maintenance logs.	2005-2022	Retain titles, licenses, warranties, and maintenance records until vehicle is sold or disposed of. Retain registration records until superseded or disposition of vehicle.
GS 085 Meeting Records (internal agency staff/committee)	Unified Development Code Meetings	2012-2013	3 years
1302 Laboratory Reports: Sewage, Water, Etc	Water Sample Records	2015-2017	5 years
1303 State and Federal Compliance Reports: Waste Water Treatment Plant	SCLS Failure	2017	5 years
1303 State and Federal Compliance Reports: Waste Water Treatment Plant	Report on WW Discharge from Station 5	1991	5 years
0718 Motor Fuel Usage Reports File	Fuel Logs	2009-2014	5 Years
GS 070 Expense Reimbursement Records	Expense Reports	2008-2016	Completion of audit plus 1 year.
GS 122 Monthly Reports of Building Permits Issued File	permit reports to Us Census Bureau	1983-2004	3 years
GS 123 Inspection Reports	Inspection Books	2006-2012	5 years
GS 040 Grant Records	Ice Storm Recovery Billing/Documentation	2007	3 years after submission of final report
GS 123 Building Code Inspection and Enforcement File	Volation notices	2003	5 years
GS 085 Meeting Records (internal agency staff/committee)	City/School Partnership Notes		3 years
GS 056 Insurance Policy Records	Insurance Policy Information	2002-2009	Retain until canceled or expired, plus 6 calendar years.
GS 057 Insurance Claims Files	Filed Claims	2002-2009	If legal action taken, retain 10 years after case disposed, or date of last action; If no legal action taken, retain 5 years + legal review.



AGENDA ITEM ANALYSIS

Project/Issue Name: 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.

Submitted By: Garrett Brickner, Assistant BUILDS Administrator

Date: July 18, 2023

Issue Statement

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

Discussion and/or Analysis

As part of construction for the school storage Lane the city of Republic BUILDS department will need to purchase base rock for the roadway. The BUILDS department requested bids from Clever Stone company, Westside Stone, and Baily Queries of which Clever Stone was the cheapest at \$12.50 per ton delivered, this is cheaper than our bulk bid price approved by council via resolution 21-R-13. The BUILDS department has already purchased rock from Clever Stone and therefore is asking for council authorization to purchase this base rock as the total amount of rock purchased from this vendor will be above Staff purchasing policy threshold. The estimated total amount of Rock to be purchased from Clever Stone is \$150,000.

Recommended Action

Staff recommends approval.

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

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 is to provide labor and materials for the Project¹ and the School District is required to bear the costs for such labor and materials; and

WHEREAS, in performing its obligations under the Developer Agreement, the City identified the need to purchase base rock for use on the Project and requested bids from three suppliers authorized by City Council on April 20, 2021 via Resolution 21-R-13; and

WHEREAS, of the three bids received, Clever Stone Company offered the lowest price for base rock at a cost of \$12.50 per delivered ton; and

WHEREAS, Council believes it is in the best interest of the City and its citizens to accept the bid submitted by Clever Stone Company, as it appears to demonstrate the necessary qualifications for a responsible bid and is the lowest cost to the City.

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

- Section 1.** The submitted bid from Clever Stone Company, attached as “Exhibit 1” and expressly incorporated herein, is hereby accepted at the estimated cost(s) shown thereon, but in no event to exceed a total of \$150,000, without separate approval 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.
- Section 3.** The whereas clauses are specifically incorporated herein by reference.
- Section 4.** This Resolution shall take effect after passage as provided by law.

¹ Except for all labor and materials related to asphalt work on the Project.

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:



AGENDA ITEM ANALYSIS

Project/Issue Name: 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.

Submitted By: Garrett Brickner, Assistant BUILDS Administrator

Date: July 18, 2023

Issue Statement

To award a bid for Rental Equipment for the City of Republic through Calendar Year 2024.

Discussion and/or Analysis

The City requested bids to supply various types of Rental Equipment for the rest of 2023 and all of 2024.

The City had 3 bidders State Tractor & Equipment, Hayden Machinery, and Berry Tractor. The prices for each piece of equipment requested can be seen in the attached exhibits. The City intends to approve these 3 bids at the prices they have listed so that if the lowest priced supplier cannot provide the requested materials, the City can move on to the next lowest bidder and so on. Equipment requested to be priced included:

- Mid-Size Excavator
- Large Excavator
- Mid-size Dozer
- Larger Dozer
- Rubber Tracked Skid Steer
- Smooth Drum Roller
- Sheep's Foot Roller
- Dump Truck (off Road)
- Dump Truck (Road) single axle
- Dump Truck (Road) tandem axle
- Motor Grader
- Large Wheel Loader
- Large Track Loader
- Small Rock Breaker
- Larger Rock Breaker
- Grade Control GPS Unit
- Backhoe
- Earth Scraper
- Tractor w/boom mower

Recommended Action

Staff recommends approval.

RESOLUTION NO. 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

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 City solicited sealed bids for the supply of specified equipment available for rent through the calendar year 2024 (the “Project”); and

WHEREAS, three (3) vendors submitted bids for the Project, including Berry Tractor, Hayden Machinery, and State Tractor and Equipment, all bids being filed with and maintained by the City Clerk; and

WHEREAS, City staff recommends approval of awards to all three submitting entities at the prices shown on the submitters’ respective bids, with the intention to procure the rental equipment needed from the entity capable of providing said equipment at the lowest cost to the City; and

WHEREAS, based on those recommendations, and after hearing presentation and remarks by staff, the Council finds that the Project should be awarded to Berry Tractor, Hayden Machinery, and State Tractor and Equipment, at the prices shown on their respective bids,

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

- Section 1.** The following three suppliers are awarded the Project at the rates shown in their respective bids, attached hereto and labeled consecutively as follows: Berry Tractor ("Exhibit 1"), Hayden Machinery ("Exhibit 2"), and State Tractor and Equipment ("Exhibit 3"). The City shall obtain the needed equipment from one (or more) of the providers approved herein at the lowest cost offered to the City for such equipment.
- 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.
- 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.

Matt Russell, Mayor

Attest:

RESOLUTION NO. 23-R-40
Laura Burbridge, City Clerk

Approved as to Form:

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

Megan McCullough, City Attorney

Final Passage and Vote:

ATTACHMENT A - BID SUBMISSION FORM

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Item	Description of Work	Price
Base Bid	<ul style="list-style-type: none"> • rental prices for various equipment to be used on various projects within the City for the remainder of 2023 and through December 31st, 2024. • All Bids to include: <ul style="list-style-type: none"> ○ Travel Expenses ○ Delivery Costs ○ Administrative costs <p>Please note any of the following:</p> <ul style="list-style-type: none"> • Any labor personnel requests of the City of Republic for this project. • Any other requests or responsibilities of the City of Republic for this project. 	<p>\$ <u>Fill out table next page</u></p>

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

<p>City of Republic, Missouri</p> <p>IFB for: • Rental prices for various equipment to be used on various projects within the City for the remainder of 2023 and through December 31st, 2024.</p> <p>213 N Main Street</p> <p>Republic, MO 65738</p>	<p>Company Legal Name: <u>Berry Tractor</u></p>
<p>Telephone: <u>417-831-2651</u></p> <p>Cellular: <u>417-849-4589</u></p> <p>Facsimile: <u>417-831-5097</u></p> <p>E-mail: <u>jbaer@berrytractor.com</u></p>	<p>Address: <u>2000 N. West Bypass</u> <u>Springfield Mo. 65803</u></p> <p>Signature: </p> <p>Name and Title: <u>Jason Baer - Salesman</u></p>
<p>Dated: <u>6-21-23</u></p> <p>Bidder's Federal ID Number: <u>48-0797941</u></p>	

Equipment	Description/Size	Attachments	Comparable	Monthly Price	Make & Model
Mid-Size Excavator	20-30 ton	Plumed for Breaker	Komatsu 240, Cat 320	6,600.00	Komatsu PC240
Large Excavator	30 to 40 ton	Plumed for Breaker	Komatsu 310, Cat 400	9,000.00	Komatsu PC360
Mid-size Dozer	30,000 to 35,000 LBS.	Rear Ripper/ GPS compatible	Cat D4, Komatsu D51	5,000.00	Komatsu D51
Larger Dozer	45,000 to 50,000 LBS.	Rear Ripper/ GPS compatible	Cat D6, Komatsu D65	8,200.00	Komatsu D65
Rubber Tracked Skid Steer	10,000-12,000 lbs	High and low flow hook ups & quick change bucket	Case 450, John Deere 333, Cat 299	No Bid	
Roller	84"	Smooth Drum	Komatsu BW 211	4,850.00	Bomag BWall
Roller	84" Single Drum	Soil Drum (Sheep's foot)	Komatsu BW 211	4,850.00	Bomag BW211
Dump Truck (off Road)	Off Road/ 20 to 25 yd	20 to 25 yd Dump	Komatsu HD465, JBC 714	15,000.00	Komatsu HM400
Dump Truck (Road)	single axle	7 yd dump	MACK MD, Peterbilt 536, International MV	No Bid	
Dump Truck (Road)	tandem axle	15-18 yd Dump	MACK Granite, Peterbilt 548, International HV	No Bid	
Motor Grader	Articulated blade		Case 856c, Komatsu GD655-6	5,800.00	Komatsu GD655
Large Wheel Loader	28,000 to 35,000 LBS	3.0 - 4.2 cu. Yd Bucket	Case 721G, Komatsu WA 320-8	5,200.00	Komatsu WA320
Large Track Loader	42,000 to 45,000 LBS	3.2 cu, Yd Bucket	Cat 963, 755K John Deere	No Bid	
Small Rock Breaker	4 to 6 ton		Case CH-4M, HK 45	2,400.00	Montabert SC42
Larger Rock Breaker	V1800 20 - 35 ton		Tramac V1800, Montabert V1800	4,800.00	Montabert V1800
Grade Control GPS Unit	Top Con Base/Rover		Trimble, ASM, iDig	4,000	TopCon
Backhoe	110 HP	Pilot controls	John Deere 310SL, Case 590 Super N	No Bid	
Earth Scraper	15yd-24yd	Motor or Pulled	Cat 627K, John Deere 862B	No Bid	
Tractor w/boom mower	5ft head, 12ft reach		Diamond mower	No Bid	

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

To be submitted with all Bids in response to this IFB

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

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

* All prices are F.O.B. Berry Tractor/spfd

* There is a \$2,625 up charge for any intellegent machine.

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

Company Name Berry Tractor

By [Signature]
(Authorized Person's Signature)

Company Address 2060 N. West Bypass
Springfield mo 65803

Telephone Number 417-831-2651

Fax Number 417-831-5097

Date 6-21-23

ADDENDA

Offeror acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Email jbaer@berrytractor.com

Federal Tax ID No. 48-0797941

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



City of Republic - Invitation for Bid

IFB 23-009 – BUILDS Department Equipment Rental through 2024

SEALED BIDS MUST BE PHYSICALLY RECEIVED AT REPUBLIC CITY HALL PRIOR TO 2:00 P.M. on Friday, June 23, 2023. Bids will be opened by the City at Republic City Hall at said time and place.

BIDS SHOULD BE ADDRESSED AS FOLLOWS:

City of Republic
c/o City Clerk, Laura Burbridge
213 N. Main Avenue
Republic, MO 65738

Bids must be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the Bidder.

- Bids shall be submitted with the **Invitation for Bid (“IFB”) project name or item clearly indicated on the outside of the mailing envelope.**
- Bids received after the opening date and time **will be rejected.**
- The attached Terms and Conditions shall become part of any contract, agreement or award resulting from this Invitation for Bid.
- FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.
- You are invited to submit your Bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.
- Bids will be taken to City Council for approval on **July 18th, 2023.** Notice of acceptance shall follow immediately upon and following approval granted by City Council.
- Bidders may submit for N/A for certain equipment they do not choose to bid on.
- City intends to award all responsive bidders for each piece of equipment to be added to our list of approved rental equipment suppliers.

DESCRIPTION:

The City of Republic’s BUILDS department is requesting sealed competitive bids on rental prices for the following equipment to be used on various projects within the City for the remainder of 2023 and through December 31st, 2024. Below is a list of equipment requiring monthly pricing. Please price comparable equipment to each item.

Equipment	Description/Size	Attachments	Comparable
Mid-Size Excavator	20-30 ton	Plumed for Breaker	Komatsu 240, Cat 320
Large Excavator	30 to 40 ton	Plumed for Breaker	Komatsu 310, Cat 400
Mid-size Dozer	30,000 to 35,000 LBS.	Rear Ripper/ GPS compatible	Cat D4, Komatsu D51
Larger Dozer	45,000 to 50,000 LBS.	Rear Ripper/ GPS compatible	Cat D6, Komatsu D65

Rubber Tracked Skid Steer	10,000-12,000 lbs	High and low flow hook ups & quick change bucket	Case 450, John Deere 333, Cat 299
Roller	84"	Smooth Drum	Komatsu BW 211
Roller	84" Single Drum	Soil Drum (Sheep's foot)	Komatsu BW 211
Dump Truck (off Road)	Off Road/ 20 to 25 yd	20 to 25 yd Dump	Komatsu HD465, JBC 714
Dump Truck (Road)	yd single axle	7 yd dump	MACK MD, Peterbilt 536, International MV
Dump Truck (Road)	tandem axle	15-18 yd Dump	MACK Granite, Peterbilt 548, International HV
Motor Grader	Articulated blade		Case 856c, Komatsu GD655-6
Large Wheel Loader	28,000 to 35,000 LBS	3.0 - 4.2 cu. Yd Bucket	Case 721G, Komatsu WA 320-8
Large Track Loader	42,000 to 45,000 LBS	3.2 cu, Yd Bucket	Cat 963, 755K John Deere
Small Rock Breaker	4 to 6 ton		Case CH-4M, HK 45
Larger Rock Breaker	V1800 20 - 35 ton		Tramac V1800, Montabert V1800
Grade Control GPS Unit	Top Con Base/Rover		Trimble, ASM, iDig
Backhoe	110 HP	Pilot controls	John Deere 310SL, Case 590 Super N
Earth Scraper	15yd-24yd	Motor or Pulled	Cat 627K, John Deere 862B
Tractor w/boom mower	5ft head, 12ft reach		Diamond mower

Inquiries: All inquiries for information should be directed to:

Eric Brown

Operations Director

BUILDS Department, City of Republic

Ebrown@republicmo.com

(417) 827-7262

Important Notice Regarding Competitive Bidding:

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

TERMS AND CONDITIONS

01. **Opening Location:** Bids submitted in response to this Invitation for Bid (“IFB”) will be opened at Republic City Hall, located at 213 N. Main Avenue, on 2:00 P.M. on Friday, June 23, 2023. All Bidders (individually, “Bidder”; collectively, “Bidders”) and/or their authorized representative(s) are permitted to attend the opening of the Bids.
02. **IFB Delivery Requirements:** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have their Bid delivered to Republic City Hall for receipt on or before the due date and time indicated.
- a. If a Bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to Republic City Hall.
 - b. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected.
 - c. Arrangements may be made for their return at the Bidder’s request and expense.
 - d. Bids may be mailed to Republic City Hall and accepted if the signed Bid form and required information was mailed and received prior to the due date and time.
 - e. Bids sent by email will not be accepted.

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

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

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

06. **IFB Expenses:** There is no expressed or implied obligation for the City of Republic to reimburse responding Bidders and the City will not reimburse for any expenses incurred in preparing responses to this IFB.
07. **Bid Security:** All Bids must be accompanied by a Bid Security, which shall constitute the Bidder's guarantee that, if awarded the contract under this IFB, the Bidder will promptly execute all contract documents and other documents required under this IFB, and will furnish good and sufficient bond for the performance of the same.
- a. The Bid Security shall consist of a certified check, cashier's check or a Bid bond, guaranteed by a surety company authorized by the Director of the Missouri Department of Insurance and Commerce to conduct surety business in the state of Missouri, in an amount no less than ten percent (10%) of the Bid, and made payable to the City of Republic.
 - b. Bids submitted without the required Bid Security will not be considered for award under this IFB.
 - c. The Bid Securities of all Bidders, except for the three apparent lowest Bidders, will be returned as soon as reasonably possible after the opening and review of Bids.
 - d. The City shall have the right to retain the Bid Security of the three apparent lowest Bidders until either: (1) all contract documents have been duly executed and all required bonds and proof of insurance, including certificates of insurance, have been furnished by the Bidder to the City; or (2) all Bids have been rejected, whichever occurs first.
08. **Irrevocable Offer:** Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of ninety (90) days to provide to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.
09. **Responsive and Responsible Bidder:** To be a responsive Bidder, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the IFB. To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible Bidder shall mean the Bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.
10. **Reserved Rights:** The City reserves the right to make such investigations as it deems necessary to make the determination of the Bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.
11. **The Right to Audit:** The Bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.
- a. The City shall have the right to audit the Bidder's records pertaining to the work/product for a period of three (3) years after final payment.
 - b. The cost of any audit conducted pursuant to this term will be paid by the City.
12. **Applicable Law:** All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order entered into under the terms of this IFB. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.
13. **Right to Protest:** Appeals and remedies are provided for in the City Procurement Regulations.

- a. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.
 - b. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.
14. **Ethical Standards Applicable:** With respect to this IFB, if any Bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such Bidder will be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids.
15. **Collusion Absolutely Prohibited:** All Bidders offering a submission in response to this IFB hereby expressly acknowledge and certify that they have not divulged, discussed, or compared their Bid to the Bids of any other Bidder(s), and further that they have not colluded or conspired with any other Bidder or parties to this IFB, to violate the terms and conditions governing submission of responses to this IFB whatsoever. All Bidders offering a submission in response to this IFB additionally promise that:
- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.
 - b. Any prices and/or cost data submitted have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor.
 - c. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
 - d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in any contract awarded under this IFB. No person or agency has been employed or retained to solicit or secure the contract awarded under this IFB upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.
16. **Contract Forms:** Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.
17. **Liability and Indemnity:**
- a. In no event shall the City be liable to the successful Bidder for special, indirect, liquidated, incidental, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of any agreement or contract under the terms of this IFB. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under any agreement or contract awarded under the terms of this IFB.
 - b. The successful Bidder shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays, expenses, and claims, caused or allegedly caused by, or arising out of or related in any way whatsoever to (1) any agreement or contract awarded under this IFB, or (2) the work performed pursuant to such contract or agreement or any subcontract thereunder (the successful Bidder expressly acknowledging and assuming full responsibility for its subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for any other alleged damages.
 - c. The successful Bidder shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
18. **IFB Forms, Variances, and Alternates:** Bids must be submitted on the forms attached to this IFB as provided by the City; however, additional information may be attached. Bidders must indicate any variances from the City

requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, Bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.

19. **Bid Form:** All blank spaces must be completed with the appropriate response.
 - a. Bidders must state the price, written in ink, for what is proposed to complete each item of the project.
 - b. Bidders must insert the words "no Bid" in the space provided for any item for which no Bid is made.
 - c. Bidders must submit an executed Bid form, affidavit of compliance with other requested documents.

20. **Modifications or Withdrawal of Bid:** A modification of a Bid already submitted will be considered only if the modification is received prior to the time announced for opening of Bids, and is made in writing; executed and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

21. **No Bid:** If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.

22. **Errors in Bids:** Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the Bidder's own risk. Applicable law and regulations do not make allowance for errors either of omission or inclusion on the part of Bidders. In case an error regarding extension of prices in the Bid, the unit price shall govern.

23. **Prices:** Bids must include both unit price and extended total.
 - a. Price must be stated in units of quantity specified in the Bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern.
 - b. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). FOB, as used in this IFB, shall mean that the successful Bidder, at their own expense, shall transport the equipment and/or materials and bear the risk of loss from successful Bidder's location to a specified location in the City of Republic. City shall not take title to the materials or equipment until it is delivered and accepted by City at the address specified within the City of Republic.
 - c. Each item must be Bid separately and no attempt is to be made to tie any item or items in with any other item or items.
 - d. If a Bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - e. Payment terms shall be Net 30 if not otherwise specified.
 - f. Pre-payment terms are not acceptable.

24. **Discounts:** Any and all discounts, except cash discounts for prompt payments, must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in the City's determination of award(s).

25. **Descriptive Information:** All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended.
 - a. Brand or trade names referenced in specifications are for comparison purposes only.
 - b. Bidders may submit Bids on items manufactured by an individual/entity other than the manufacturer specified so long as an "or equal" is expressly stated.

26. **Deviations to Specifications and Requirements:** When Bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records.
 - a. Failure of any Bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains.
 - b. All deviations from the specifications must be noted in detail by the Bidder on the Affidavit of Compliance

form, at the time of submittal of Bid.

- c. The absence of listed deviations at the time of submittal of the Bid will hold the Bidder strictly accountable to the specifications as written.
- d. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

27. **Quality Guaranty:** If any product delivered does not meet applicable specifications or otherwise fails to compare with the quality represented by the Bidder, the Bidder shall retrieve the product from the City as its own expense. The Bidder shall refund to the City any money the City has remitted to the Bidder for same. In the event the successful Bidder fails or refuses to retrieve the product and refund to the City any money previously remitted to the Bidder for such product in accord with the terms of this paragraph, the Bidder shall be responsible for the City's attorney fees and other costs it incurs in enforcing its rights under this paragraph.
28. **Quality Terms:** The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.
29. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
30. **Bid Awards:** Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the IFB and (2) is the lowest and best Bid, considering price, delivery, responsibility of the Bidder, and all other relevant factors.
- a. Unless otherwise stated in the IFB, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
 - b. As the best interest of the City may require, the right is reserved to make awards by item, group(s) of items, all or none or a combination thereof; and to reject any and all Bids or waive any minor or non-material irregularity or technicality in Bids received.
31. **Authorized Product Representation:** The successful Bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the Bidder(s) is legally authorized to submit and the successful Bidder(s) will be legally bound to perform according to the documents.
32. **Regulations:** It shall be the responsibility of each Bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.
- a. **E-VERIFY COMPLIANCE REQUIREMENTS:** All contractors or subcontractors to be utilized by Bidder on contracts exceeding five thousand dollars shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
 - b. Bidders are herein informed that the work to be performed under this IFB is subject to the requirements of Section 292.675, RSMo., which requires all contractors or subcontractors perform work such to provide and require its on-site employees to complete a ten (10)hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.
 - c. Pursuant to Section 292.675 RSMo., the successful Bidder shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by it, or any contractors or subcontractors hired by it, for each calendar day, or portion thereof, Such on-site employee is employed without the construction

safety training required in the above paragraph.

d. Section 208.009 RSMo. shall apply to any contracts awarded under this Bid.

33. **Termination of Award:** Any failure of the Bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for any reason by the City.
34. **Royalties and Patents:** The successful Bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.
35. **Equal Employment Opportunity Clause:** The City of Republic, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to the aforementioned Civil Rights Act, hereby notifies all Bidders that the City takes all reasonably necessary steps to affirmatively ensure that all Bidders, including minority businesses, will be afforded full opportunity to submit Bids in response to this IFB and that no Bidder will be discriminated against on the grounds of race, color, or national origin in determining the successful Bidder for award.
36. **Insurance Requirements:** For the duration of any contract awarded under this IFB, (which, for projects including any labor, means until the work is completed and accepted by the City; and which, for projects involving supply of materials only, means until the materials are delivered and accepted by the City), the successful Bidder is required to maintain certain insurance to protect it and the City against risks of loss in connection with the Project, as defined more fully below. The Successful Bidder will be required to provide the City with proof of insurance that satisfies the requirements stated below, unless otherwise specified by the City. The insurance requirements below may be modified or waived by the City at the City's sole discretion.
- a. **Workers' Compensation:** The Successful Bidder shall maintain Employers Liability and Workers Compensation Insurance for all persons it will employ or retain to perform any work in connection with a contract awarded under this IFB, and in the event the Successful Bidder will sublet or subcontract any such work, the Successful Bidder shall require the subcontractor to provide similar Workers Compensation Insurance for the subcontractor's employees, unless such employees are covered by the Successful Bidder's coverage. Workers Compensation coverage shall meet the minimum requirements under Missouri law of \$500,000 each employee and \$500,000 each accident.
 - b. **Commercial General Liability:** The Successful Bidder shall maintain Commercial General Liability coverage for personal and advertising injury, bodily injury including accidental death, and broad-form property damage, which may arise from the performance of any contract awarded under this IFB, in an aggregate amount of not less than \$2,000,000 each occurrence and \$1,000,000 each person.
 - c. **Commercial Automobile Liability (*applies only to projects involving the Successful Bidder's operation of vehicles in performing the work awarded under this IFB*):** The Successful Bidder shall maintain Commercial Automobile Liability coverage of not less than \$2,000,000 each occurrence and \$1,000,000 each person for "any auto" on an occurrence basis.
37. **Performance Bond and Labor & Materials Payment Bond (*applies only to projects involving labor*):** Pursuant to Section 107.170, RSMo., if the total cost of the project is estimated to exceed \$50,000.00, the successful Bidder shall execute a Performance and Maintenance Bond and a Labor and Materials Payment Bond with surety, approved by the City and on forms approved by the City, each bond shall be in the amount of the total project cost, conditioned upon the full and faithful performance of all major

terms and conditions of the IFB and payment of all labor and material supplies.

38. **Nonresident/Foreign Contractors:** To the extent the successful Bidder utilizes non-resident/foreign contractors to provide services or supplies in connection with this IFB, the successful Bidder shall procure and maintain:
- a. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570, RSMo.
 - b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230, RSMo.
39. **Bid Tabulation:** Bidders may request a copy of the Bid tabulation of the IFB.
40. **Budgetary Constraints:** The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.
41. **Additional Purchases by Other Public Agencies:** By submitting a Bid in response to this IFB, the Bidder authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this IFB unless otherwise noted on the Affidavit of Compliance Form.
42. **Order of Precedence:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to Bidders, shall take precedence.
43. **Affidavit for Service Contracts:** The successful Bidder represents, in accordance with Section 285.530.2, RSMo., that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under this IFB and agrees to provide an affidavit to the City of Republic affirming that it has not, and will not at any point in time relating to this IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.
44. **Inspection and Acceptance:** No item(s) received by the City pursuant to any agreement or contract awarded under this IFB shall be deemed accepted by the City until the City has had reasonable opportunity to inspect the item(s).
- a. Any item(s) which are discovered to be defective, or which do not conform to any warranty of the successful Bidder and/or entity/individual who sold the item(s), upon inspection, may be returned by the City to the successful Bidder and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - b. If, at a later time, any defect is discovered which was not ascertainable upon the initial inspection, the City may also return the defective item(s) to the successful Bidder and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - c. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City has under applicable Missouri or Republic law and/or any agreement or contract awarded under this IFB.
45. **Davis-Bacon Act:** If the Instructions to Bidders have indicated that the Project is financed, in whole or in part, from Federal funds, then all work performed pursuant to any contract awarded under this IFB shall be subject to all applicable federal statutes, rules and regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. §3141 et seq., and the "Federal Labor Standards Provisions," incorporated into this any agreement or contract awarded under this IFB.. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed pursuant to any contract awarded under this IFB, all contractors, subcontractors and other individuals/entities hired by the successful Bidder to perform work under this IFB shall pay the greater of the wages required under either law.

46. **Jurisdiction and Venue:** This IFB and any executed agreement required pursuant to the terms of this IFB, shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL UNDER ANY APPLICABLE STATUTE, COMMON LAW OR FEDERAL OR STATE CONSTITUTION.**
47. **Conflict of Interest:** By participating in this IFB and/or accepting an agreement pursuant to the IFB's terms, the successful Bidder certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor of the City of Republic, has a financial interest, direct or indirect, in this Agreement. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
48. **Sovereign Immunity:** In no event shall any language or requirement in this IFB or any Agreement that comes from this IFB be construed as or constitute a waiver or limitation of City's defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, states, and/or laws.
49. **Terms:** The City of Republic reserves the right to reject any and all proposals received from this Bid. It further has the right to negotiate with any qualified source, or to cancel in part or in its entirety this Bid. The City also reserves the right to modify, suspend, or terminate at its sole discretion any and all aspects of this bud process, to obtain further information from any and all respondents, and to waive any defects as to form or content of the Bid or any submissions by any firm. This bud does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All submissions become the property of the City as public record. All submissions may be subject to public review upon request.

Equipment	Description/Size	Attachments	Comparable	Monthly Price	Make & Model
Mid-Size Excavator	20-30 ton	Plumed for Breaker	Komatsu 240, Cat 320	6,900.	210
Large Excavator	30 to 40 ton	Plumed for Breaker	Komatsu 310, Cat 400	9,325.	300
Mid-size Dozer	30,000 to 35,000 LBS.	Rear Ripper/ GPS compatible	Cat D4, Komatsu D51	7,500.	D51 - D6K
Larger Dozer	45,000 to 50,000 LBS.	Rear Ripper/ GPS compatible	Cat D6, Komatsu D65	12,500.	D6T D65
Rubber Tracked Skid Steer	10,000-12,000 lbs	High and low flow hook ups & quick change bucket	Case 450, John Deere 333, Cat 299	4,000.	TL12
Roller	84"	Smooth Drum	Komatsu BW 211	4,500.	HR110
Roller	84" Single Drum	Soil Drum (Sheep's foot)	Komatsu BW 211	4,500.	HR110
Dump Truck (off Road)	Off Road/ 20 to 25 yd	20 to 25 yd Dump	Komatsu HD465, JBC 714	10,500.	B25
Dump Truck (Road)	single axle	7 yd dump	MACK MD, Peterbilt 536, International MV	NA	—
Dump Truck (Road)	tandem axle	15-18 yd Dump	MACK Granite, Peterbilt 548, International HV	NA	—
Motor Grader	Articulated blade		Case 856c, Komatsu GD655-6	9,000.	772 GP
Large Wheel Loader	28,000 to 35,000 LBS	3.0 - 4.2 cu. Yd Bucket	Case 721G, Komatsu WA 320-8	5,000.	930/940
Large Track Loader	42,000 to 45,000 LBS	3.2 cu, Yd Bucket	Cat 963, 755K John Deere	10,500.	963
Small Rock Breaker	4 to 6 ton		Case CH-4M, HK 45	2,600.	CH20
Larger Rock Breaker	V1800 20 - 35 ton		Tramac V1800, Montabert V1800	6,575.	CH140
Grade Control GPS Unit	Top Con Base/Rover		Trimble, ASM, iDig	NA	—
Backhoe	110 HP	Pilot controls	John Deere 310SL, Case 590 Super N	NA	—
Earth Scraper	15yd-24yd	Motor or Pulled	Cat 627K, John Deere 862B	NA	—
Tractor w/boom mower	5ft head, 12ft reach		Diamond mower	NA	—

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

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

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

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

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

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

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

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

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

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

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

Effective 1/1/2009

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me, the undersigned Notary Public, in and for the County of Greene, State of Missouri, personally appeared Jason Parker (Name) who is Outside Sales (Title) of Hayden Machinery (Name of company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

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

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

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

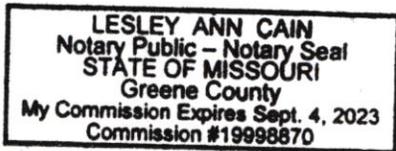
[Signature]
Signature

Jason Parker
Printed Name

Subscribed and sworn to before me this 13th day of June, 2023.

[Signature]
Notary Public

My commission expires: 9/4/23



Company ID Number: XXXXXX

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

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

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

Employer, Your Company Name _____

John Doe _____

Name (Please type or print)

_____ Title

Electronically Signed _____

Signature

_____ Date

Verification

Department of Homeland Security Division _____

USCIS Verification Division _____

Name (Please type or print)

_____ Title

Electronically Signed _____

Signature

_____ Date

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

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

To be submitted with all Bids in response to this IFB

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

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

we sell new Kobelco, Takechi, Bell, Hyundai
& used cat & Komatsu. & Rental Brandy

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

Company Name Hayden Machinery

By Jason Pancer
(Authorized Person's Signature)

Company Address 4358 Linney Ln
Springfield MO 65802

Telephone Number 417 818 3461

Fax Number _____

Date 6/13/23

ADDENDA

Offeror acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Email jasonp@myhayden.com

Federal Tax ID No. 90-0472511

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

City of Republic, Missouri
STATEMENT OF "NO PROPOSAL" / "NO BID"

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

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

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY(PLEASE EXPLAIN IN THE "REMARKS" SECTION BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN IN THE "REMARKS" SECTION BELOW).

_____ OTHER (PLEASE SPECIFY IN THE "REMARKS" SECTION BELOW).

REMARKS:

COMPANY NAME: _____

ADDRESS: _____

TITLE: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

DATE: _____

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF REPUBLIC
213 N MAIN
REPUBLIC MO 65738

Missouri Tax ID
Number: 12492990

Effective Date:
07/11/2002

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

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

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

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

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

Any alteration to this exemption letter renders it invalid.

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

MISSOURI PROJECT EXEMPTION CERTIFICATE

Authorization for Purchasing Construction Materials for Tax Exempt Project
(The Form and Content of this Exemption Certificate have been approved by the Missouri Department of Revenue)

EXEMPT ENTITY ISSUING CERTIFICATE

Name: City of Republic, Missouri
Address: 213 N. Main Avenue
City/State/Zip: Republic, Missouri 65738

MO Tax Exempt I.D. #: 12492990

Contract Date:

Contract #: _____

Project Description: Republic Rental Equipment

Project Location: Various

Project Completion Date: December 31, 2024

Auth. Signature: _____

Date: _____

Letter Effective Date:

Certificate Expiration Date:

Revised Expiration Date: _____

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction of the project identified herein and no other, pursuant to Section 144.62, RSMo.

PURCHASING CONTRACTOR OR SUBCONTRACTOR

Name: _____

Address: _____

City/State/Zip: _____

INSTRUCTIONS

EXEMPT ENTITY - A signed copy of this certificate, along with your MO Tax Exemption Letter, must be furnished to each contractor and/or subcontractor who will be purchasing tangible personal property for use in the project. It is the exempt entity's responsibility to ensure the validity of the certificate. You must issue a certificate with a Revised Expiration Date if purchases will be required to complete the project beyond the original Project Exemption Date.

CONTRACTOR OR SUBCONTRACTOR - The contractor shall furnish a completed copy of this exemption certificate, along with a copy of the exempt entity's MO Tax Exemption Letter, to all subcontractors, and any contractor or subcontractor purchasing materials shall present copies of such documents to all material suppliers as authorization to purchase, on behalf of the exempt entity, all tangible personal property and materials to be incorporated or consumed in the construction of that project and no other on a tax-exempt basis. A copy of each certificate must be retained by the purchaser for a period of five years.

MATERIAL SUPPLIER - A completed copy of this exemption certificate, along with the MO Tax Exemption Letter of the exempt entity contracting for the project, must be obtained from the contractor or subcontractor making purchases of tangible personal property for use in the project, and retained for audit purposes. Invoices issued for such purchases must reflect the name of the exempt entity and the project number assigned by the exempt entity shown above.



City of Republic - Invitation for Bid

IFB 23-009 – BUILDS Department Equipment Rental through 2024

SEALED BIDS MUST BE PHYSICALLY RECEIVED AT REPUBLIC CITY HALL PRIOR TO 2:00 P.M. on Friday, June 23, 2023. Bids will be opened by the City at Republic City Hall at said time and place.

BIDS SHOULD BE ADDRESSED AS FOLLOWS:

**City of Republic
c/o City Clerk, Laura Burbridge
213 N. Main Avenue
Republic, MO 65738**

Bids must be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the Bidder.

- Bids shall be submitted with the **Invitation for Bid (“IFB”) project name or item clearly indicated on the outside of the mailing envelope.**
- Bids received after the opening date and time **will be rejected.**
- The attached Terms and Conditions shall become part of any contract, agreement or award resulting from this Invitation for Bid.
- FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.
- You are invited to submit your Bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.
- Bids will be taken to City Council for approval on **July 18th, 2023.** Notice of acceptance shall follow immediately upon and following approval granted by City Council.
- Bidders may submit for N/A for certain equipment they do not choose to bid on.
- City intends to award all responsive bidders for each piece of equipment to be added to our list of approved rental equipment suppliers.

DESCRIPTION:

The City of Republic’s BUILDS department is requesting sealed competitive bids on rental prices for the following equipment to be used on various projects within the City for the remainder of 2023 and through December 31st, 2024. Below is a list of equipment requiring monthly pricing. Please price comparable equipment to each item.

Equipment	Description/Size	Attachments	Comparable
Mid-Size Excavator	20-30 ton	Plumed for Breaker	Komatsu 240, Cat 320
Large Excavator	30 to 40 ton	Plumed for Breaker	Komatsu 310, Cat 400
Mid-size Dozer	30,000 to 35,000 LBS.	Rear Ripper/ GPS compatible	Cat D4, Komatsu D51
Larger Dozer	45,000 to 50,000 LBS.	Rear Ripper/ GPS compatible	Cat D6, Komatsu D65

Rubber Tracked Skid Steer	10,000-12,000 lbs	High and low flow hook ups & quick change bucket	Case 450, John Deere 333, Cat 299
Roller	84"	Smooth Drum	Komatsu BW 211
Roller	84" Single Drum	Soil Drum (Sheep's foot)	Komatsu BW 211
Dump Truck (off Road)	Off Road/ 20 to 25 yd	20 to 25 yd Dump	Komatsu HD465, JBC 714
Dump Truck (Road)	yd single axle	7 yd dump	MACK MD, Peterbilt 536, International MV
Dump Truck (Road)	tandem axle	15-18 yd Dump	MACK Granite, Peterbilt 548, International HV
Motor Grader	Articulated blade		Case 856c, Komatsu GD655-6
Large Wheel Loader	28,000 to 35,000 LBS	3.0 - 4.2 cu. Yd Bucket	Case 721G, Komatsu WA 320-8
Large Track Loader	42,000 to 45,000 LBS	3.2 cu, Yd Bucket	Cat 963, 755K John Deere
Small Rock Breaker	4 to 6 ton		Case CH-4M, HK 45
Larger Rock Breaker	V1800 20 - 35 ton		Tramac V1800, Montabert V1800
Grade Control GPS Unit	Top Con Base/Rover		Trimble, ASM, iDig
Backhoe	110 HP	Pilot controls	John Deere 310SL, Case 590 Super N
Earth Scraper	15yd-24yd	Motor or Pulled	Cat 627K, John Deere 862B
Tractor w/boom mower	5ft head, 12ft reach		Diamond mower

Inquiries: All inquiries for information should be directed to:

Eric Brown

Operations Director

BUILDS Department, City of Republic

Ebrown@republicmo.com

(417) 827-7262

Important Notice Regarding Competitive Bidding:

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

TERMS AND CONDITIONS

01. **Opening Location:** Bids submitted in response to this Invitation for Bid (“IFB”) will be opened at Republic City Hall, located at 213 N. Main Avenue, on 2:00 P.M. on Friday, June 23, 2023. All Bidders (individually, “Bidder”; collectively, “Bidders”) and/or their authorized representative(s) are permitted to attend the opening of the Bids.
02. **IFB Delivery Requirements:** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have their Bid delivered to Republic City Hall for receipt on or before the due date and time indicated.
- a. If a Bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to Republic City Hall.
 - b. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected.
 - c. Arrangements may be made for their return at the Bidder’s request and expense.
 - d. Bids may be mailed to Republic City Hall and accepted if the signed Bid form and required information was mailed and received prior to the due date and time.
 - e. Bids sent by email will not be accepted.

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

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

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

06. **IFB Expenses:** There is no expressed or implied obligation for the City of Republic to reimburse responding Bidders and the City will not reimburse for any expenses incurred in preparing responses to this IFB.
07. **Bid Security:** All Bids must be accompanied by a Bid Security, which shall constitute the Bidder's guarantee that, if awarded the contract under this IFB, the Bidder will promptly execute all contract documents and other documents required under this IFB, and will furnish good and sufficient bond for the performance of the same.
- a. The Bid Security shall consist of a certified check, cashier's check or a Bid bond, guaranteed by a surety company authorized by the Director of the Missouri Department of Insurance and Commerce to conduct surety business in the state of Missouri, in an amount no less than ten percent (10%) of the Bid, and made payable to the City of Republic.
 - b. Bids submitted without the required Bid Security will not be considered for award under this IFB.
 - c. The Bid Securities of all Bidders, except for the three apparent lowest Bidders, will be returned as soon as reasonably possible after the opening and review of Bids.
 - d. The City shall have the right to retain the Bid Security of the three apparent lowest Bidders until either: (1) all contract documents have been duly executed and all required bonds and proof of insurance, including certificates of insurance, have been furnished by the Bidder to the City; or (2) all Bids have been rejected, whichever occurs first.
08. **Irrevocable Offer:** Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of ninety (90) days to provide to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.
09. **Responsive and Responsible Bidder:** To be a responsive Bidder, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the IFB. To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible Bidder shall mean the Bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.
10. **Reserved Rights:** The City reserves the right to make such investigations as it deems necessary to make the determination of the Bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.
11. **The Right to Audit:** The Bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.
- a. The City shall have the right to audit the Bidder's records pertaining to the work/product for a period of three (3) years after final payment.
 - b. The cost of any audit conducted pursuant to this term will be paid by the City.
12. **Applicable Law:** All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order entered into under the terms of this IFB. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.
13. **Right to Protest:** Appeals and remedies are provided for in the City Procurement Regulations.

- a. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.
 - b. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.
14. **Ethical Standards Applicable:** With respect to this IFB, if any Bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such Bidder will be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids.
15. **Collusion Absolutely Prohibited:** All Bidders offering a submission in response to this IFB hereby expressly acknowledge and certify that they have not divulged, discussed, or compared their Bid to the Bids of any other Bidder(s), and further that they have not colluded or conspired with any other Bidder or parties to this IFB, to violate the terms and conditions governing submission of responses to this IFB whatsoever. All Bidders offering a submission in response to this IFB additionally promise that:
- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.
 - b. Any prices and/or cost data submitted have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor.
 - c. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
 - d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in any contract awarded under this IFB. No person or agency has been employed or retained to solicit or secure the contract awarded under this IFB upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.
16. **Contract Forms:** Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.
17. **Liability and Indemnity:**
- a. In no event shall the City be liable to the successful Bidder for special, indirect, liquidated, incidental, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of any agreement or contract under the terms of this IFB. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under any agreement or contract awarded under the terms of this IFB.
 - b. The successful Bidder shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays, expenses, and claims, caused or allegedly caused by, or arising out of or related in any way whatsoever to (1) any agreement or contract awarded under this IFB, or (2) the work performed pursuant to such contract or agreement or any subcontract thereunder (the successful Bidder expressly acknowledging and assuming full responsibility for its subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for any other alleged damages.
 - c. The successful Bidder shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
18. **IFB Forms, Variances, and Alternates:** Bids must be submitted on the forms attached to this IFB as provided by the City; however, additional information may be attached. Bidders must indicate any variances from the City

requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, Bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.

19. **Bid Form:** All blank spaces must be completed with the appropriate response.
 - a. Bidders must state the price, written in ink, for what is proposed to complete each item of the project.
 - b. Bidders must insert the words "no Bid" in the space provided for any item for which no Bid is made.
 - c. Bidders must submit an executed Bid form, affidavit of compliance with other requested documents.
20. **Modifications or Withdrawal of Bid:** A modification of a Bid already submitted will be considered only if the modification is received prior to the time announced for opening of Bids, and is made in writing; executed and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.
21. **No Bid:** If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.
22. **Errors in Bids:** Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the Bidder's own risk. Applicable law and regulations do not make allowance for errors either of omission or inclusion on the part of Bidders. In case an error regarding extension of prices in the Bid, the unit price shall govern.
23. **Prices:** Bids must include both unit price and extended total.
 - a. Price must be stated in units of quantity specified in the Bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern.
 - b. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). FOB, as used in this IFB, shall mean that the successful Bidder, at their own expense, shall transport the equipment and/or materials and bear the risk of loss from successful Bidder's location to a specified location in the City of Republic. City shall not take title to the materials or equipment until it is delivered and accepted by City at the address specified within the City of Republic.
 - c. Each item must be Bid separately and no attempt is to be made to tie any item or items in with any other item or items.
 - d. If a Bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - e. Payment terms shall be Net 30 if not otherwise specified.
 - f. Pre-payment terms are not acceptable.
24. **Discounts:** Any and all discounts, except cash discounts for prompt payments, must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in the City's determination of award(s).
25. **Descriptive Information:** All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended.
 - a. Brand or trade names referenced in specifications are for comparison purposes only.
 - b. Bidders may submit Bids on items manufactured by an individual/entity other than the manufacturer specified so long as an "or equal" is expressly stated.
26. **Deviations to Specifications and Requirements:** When Bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records.
 - a. Failure of any Bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains.
 - b. All deviations from the specifications must be noted in detail by the Bidder on the Affidavit of Compliance

form, at the time of submittal of Bid.

- c. The absence of listed deviations at the time of submittal of the Bid will hold the Bidder strictly accountable to the specifications as written.
- d. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

27. **Quality Guaranty:** If any product delivered does not meet applicable specifications or otherwise fails to compare with the quality represented by the Bidder, the Bidder shall retrieve the product from the City as its own expense. The Bidder shall refund to the City any money the City has remitted to the Bidder for same. In the event the successful Bidder fails or refuses to retrieve the product and refund to the City any money previously remitted to the Bidder for such product in accord with the terms of this paragraph, the Bidder shall be responsible for the City's attorney fees and other costs it incurs in enforcing its rights under this paragraph.
28. **Quality Terms:** The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.
29. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
30. **Bid Awards:** Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the IFB and (2) is the lowest and best Bid, considering price, delivery, responsibility of the Bidder, and all other relevant factors.
- a. Unless otherwise stated in the IFB, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
 - b. As the best interest of the City may require, the right is reserved to make awards by item, group(s) of items, all or none or a combination thereof; and to reject any and all Bids or waive any minor or non-material irregularity or technicality in Bids received.
31. **Authorized Product Representation:** The successful Bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the Bidder(s) is legally authorized to submit and the successful Bidder(s) will be legally bound to perform according to the documents.
32. **Regulations:** It shall be the responsibility of each Bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.
- a. **E-VERIFY COMPLIANCE REQUIREMENTS:** All contractors or subcontractors to be utilized by Bidder on contracts exceeding five thousand dollars shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
 - b. Bidders are herein informed that the work to be performed under this IFB is subject to the requirements of Section 292.675, RSMo., which requires all contractors or subcontractors perform work such to provide and require its on-site employees to complete a ten (10)hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.
 - c. Pursuant to Section 292.675 RSMo., the successful Bidder shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by it, or any contractors or subcontractors hired by it, for each calendar day, or portion thereof, Such on-site employee is employed without the construction

safety training required in the above paragraph.

d. Section 208.009 RSMo. shall apply to any contracts awarded under this Bid.

33. **Termination of Award:** Any failure of the Bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for any reason by the City.
34. **Royalties and Patents:** The successful Bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.
35. **Equal Employment Opportunity Clause:** The City of Republic, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to the aforementioned Civil Rights Act, hereby notifies all Bidders that the City takes all reasonably necessary steps to affirmatively ensure that all Bidders, including minority businesses, will be afforded full opportunity to submit Bids in response to this IFB and that no Bidder will be discriminated against on the grounds of race, color, or national origin in determining the successful Bidder for award.
36. **Insurance Requirements:** For the duration of any contract awarded under this IFB, (which, for projects including any labor, means until the work is completed and accepted by the City; and which, for projects involving supply of materials only, means until the materials are delivered and accepted by the City), the successful Bidder is required to maintain certain insurance to protect it and the City against risks of loss in connection with the Project, as defined more fully below. The Successful Bidder will be required to provide the City with proof of insurance that satisfies the requirements stated below, unless otherwise specified by the City. The insurance requirements below may be modified or waived by the City at the City's sole discretion.
- a. **Workers' Compensation:** The Successful Bidder shall maintain Employers Liability and Workers Compensation Insurance for all persons it will employ or retain to perform any work in connection with a contract awarded under this IFB, and in the event the Successful Bidder will sublet or subcontract any such work, the Successful Bidder shall require the subcontractor to provide similar Workers Compensation Insurance for the subcontractor's employees, unless such employees are covered by the Successful Bidder's coverage. Workers Compensation coverage shall meet the minimum requirements under Missouri law of \$500,000 each employee and \$500,000 each accident.
 - b. **Commercial General Liability:** The Successful Bidder shall maintain Commercial General Liability coverage for personal and advertising injury, bodily injury including accidental death, and broad-form property damage, which may arise from the performance of any contract awarded under this IFB, in an aggregate amount of not less than \$2,000,000 each occurrence and \$1,000,000 each person.
 - c. **Commercial Automobile Liability (*applies only to projects involving the Successful Bidder's operation of vehicles in performing the work awarded under this IFB*):** The Successful Bidder shall maintain Commercial Automobile Liability coverage of not less than \$2,000,000 each occurrence and \$1,000,000 each person for "any auto" on an occurrence basis.
37. **Performance Bond and Labor & Materials Payment Bond (*applies only to projects involving labor*):** Pursuant to Section 107.170, RSMo., if the total cost of the project is estimated to exceed \$50,000.00, the successful Bidder shall execute a Performance and Maintenance Bond and a Labor and Materials Payment Bond with surety, approved by the City and on forms approved by the City, each bond shall be in the amount of the total project cost, conditioned upon the full and faithful performance of all major

terms and conditions of the IFB and payment of all labor and material supplies.

38. **Nonresident/Foreign Contractors:** To the extent the successful Bidder utilizes non-resident/foreign contractors to provide services or supplies in connection with this IFB, the successful Bidder shall procure and maintain:
- a. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570, RSMo.
 - b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230, RSMo.
39. **Bid Tabulation:** Bidders may request a copy of the Bid tabulation of the IFB.
40. **Budgetary Constraints:** The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.
41. **Additional Purchases by Other Public Agencies:** By submitting a Bid in response to this IFB, the Bidder authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this IFB unless otherwise noted on the Affidavit of Compliance Form.
42. **Order of Precedence:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to Bidders, shall take precedence.
43. **Affidavit for Service Contracts:** The successful Bidder represents, in accordance with Section 285.530.2, RSMo., that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under this IFB and agrees to provide an affidavit to the City of Republic affirming that it has not, and will not at any point in time relating to this IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.
44. **Inspection and Acceptance:** No item(s) received by the City pursuant to any agreement or contract awarded under this IFB shall be deemed accepted by the City until the City has had reasonable opportunity to inspect the item(s).
- a. Any item(s) which are discovered to be defective, or which do not conform to any warranty of the successful Bidder and/or entity/individual who sold the item(s), upon inspection, may be returned by the City to the successful Bidder and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - b. If, at a later time, any defect is discovered which was not ascertainable upon the initial inspection, the City may also return the defective item(s) to the successful Bidder and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - c. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City has under applicable Missouri or Republic law and/or any agreement or contract awarded under this IFB.
45. **Davis-Bacon Act:** If the Instructions to Bidders have indicated that the Project is financed, in whole or in part, from Federal funds, then all work performed pursuant to any contract awarded under this IFB shall be subject to all applicable federal statutes, rules and regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. §3141 et seq., and the "Federal Labor Standards Provisions," incorporated into this any agreement or contract awarded under this IFB.. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed pursuant to any contract awarded under this IFB, all contractors, subcontractors and other individuals/entities hired by the successful Bidder to perform work under this IFB shall pay the greater of the wages required under either law.

46. **Jurisdiction and Venue:** This IFB and any executed agreement required pursuant to the terms of this IFB, shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL UNDER ANY APPLICABLE STATUTE, COMMON LAW OR FEDERAL OR STATE CONSTITUTION.**
47. **Conflict of Interest:** By participating in this IFB and/or accepting an agreement pursuant to the IFB's terms, the successful Bidder certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor of the City of Republic, has a financial interest, direct or indirect, in this Agreement. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
48. **Sovereign Immunity:** In no event shall any language or requirement in this IFB or any Agreement that comes from this IFB be construed as or constitute a waiver or limitation of City's defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, states, and/or laws.
49. **Terms:** The City of Republic reserves the right to reject any and all proposals received from this Bid. It further has the right to negotiate with any qualified source, or to cancel in part or in its entirety this Bid. The City also reserves the right to modify, suspend, or terminate at its sole discretion any and all aspects of this bud process, to obtain further information from any and all respondents, and to waive any defects as to form or content of the Bid or any submissions by any firm. This bud does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All submissions become the property of the City as public record. All submissions may be subject to public review upon request.

Equipment	Description/Size	Attachments	Comparable	Monthly Price	Make & Model
Mid-Size Excavator	20-30 ton	Plumed for Breaker	Komatsu 240, Cat 320	\$5950 ⁰⁰	SANY SY215
Large Excavator	30 to 40 ton	Plumed for Breaker	Komatsu 310, Cat 400	\$8950 ⁰⁰	SANY SY365
Mid-size Dozer	30,000 to 35,000 LBS.	Rear Ripper/ GPS compatible	Cat D4, Komatsu D51	—	—
Larger Dozer	45,000 to 50,000 LBS.	Rear Ripper/ GPS compatible	Cat D6, Komatsu D65	—	—
Rubber Tracked Skid Steer	10,000-12,000 lbs	High and low flow hook ups & quick change bucket	Case 450, John Deere 333, Cat 299	—	—
Roller	84"	Smooth Drum	Komatsu BW 211	\$5500 ⁰⁰	SANY SSR120
Roller	84" Single Drum	Soil Drum (Sheep's foot)	Komatsu BW 211	\$5500 ⁰⁰	SANY SSR120
Dump Truck (off Road)	Off Road/ 20 to 25 yd	20 to 25 yd Dump	Komatsu HD465, JBC 714	\$11,500 ⁰⁰	ROKBAK RA30
Dump Truck (Road)	single axle	7 yd dump	MACK MD, Peterbilt 536, International MV	—	—
Dump Truck (Road)	tandem axle	15-18 yd Dump	MACK Granite, Peterbilt 548, International HV	—	—
Motor Grader	Articulated blade		Case 856c, Komatsu GD655-6	\$7,000 ⁰⁰	SANY SMG200
Large Wheel Loader	28,000 to 35,000 LBS	3.0 - 4.2 cu. Yd Bucket	Case 721G, Komatsu WA 320-8	\$6500 ⁰⁰	SANY SW405
Large Track Loader	42,000 to 45,000 LBS	3.2 cu, Yd Bucket	Cat 963, 755K John Deere	—	—
Small Rock Breaker	4 to 6 ton		Case CH-4M, HK 45	—	—
Larger Rock Breaker	V1800 20 - 35 ton		Tramac V1800, Montabert V1800	\$6500 ⁰⁰	SOOSAN SQ120
Grade Control GPS Unit	Top Con Base/Rover		Trimble, ASM, iDig	—	—
Backhoe	110 HP	Pilot controls	John Deere 310SL, Case 590 Super N	—	—
Earth Scraper	15yd-24yd	Motor or Pulled	Cat 627K, John Deere 862B	—	—
Tractor w/boom mower	5ft head, 12ft reach		Diamond mower	—	—

ATTACHMENT A - BID SUBMISSION FORM

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Item	Description of Work	Price
Base Bid	<ul style="list-style-type: none"> • rental prices for various equipment to be used on various projects within the City for the remainder of 2023 and through December 31st, 2024. • All Bids to include: <ul style="list-style-type: none"> ○ Travel Expenses ○ Delivery Costs ○ Administrative costs <p>Please note any of the following:</p> <ul style="list-style-type: none"> • Any labor personnel requests of the City of Republic for this project. • Any other requests or responsibilities of the City of Republic for this project. 	\$ <u>Fill out table next page</u>

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

<p>City of Republic, Missouri</p> <p>IFB for: • Rental prices for various equipment to be used on various projects within the City for the remainder of 2023 and through December 31st, 2024.</p> <p>213 N Main Street Republic, MO 65738</p>	<p>Company Legal Name: <u>State Tractor & Equipment</u></p>
<p>Telephone: <u>417-222-7269</u></p> <p>Cellular: <u>573-569-0044</u></p> <p>Facsimile: <u>N/A</u></p> <p>E-mail: <u>rdraffen@statetractor.com</u></p>	<p>Address: <u>6330 West US Hwy 60</u> <u>Brookline MO 65619</u></p> <p>Signature: </p> <p>Name and Title: <u>Ryan Draffen Branch Manager</u></p> <p>Dated: <u>6/23/23</u></p> <p>Bidder's Federal ID Number: <u>412023885</u></p>

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

Effective 1/1/2009

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me, the undersigned Notary Public, in and for the County of Greene, State of Missouri, personally appeared Ryan A. Drassen (Name) who is Branch manager (Title) of STE Brookline (Name of company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

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

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

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

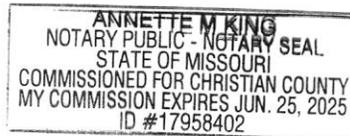
Ryan A. Drassen
Signature

Ryan A Drassen
Printed Name

Subscribed and sworn to before me this 23rd day of June, 2023.

Annette M. King
Notary Public

My commission expires: 06/25/2025



Company ID Number: XXXXXX

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

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

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

Employer, Your Company Name _____

John Doe _____

Name (Please type or print)

_____ Title

Electronically Signed _____

Signature

_____ Date

Verification

Department of Homeland Security Division _____

USCIS Verification Division _____

Name (Please type or print)

_____ Title

Electronically Signed _____

Signature

_____ Date

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

City of Republic, Missouri
STATEMENT OF "NO PROPOSAL" / "NO BID"

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

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

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN IN THE "REMARKS" SECTION BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN IN THE "REMARKS" SECTION BELOW).

_____ OTHER (PLEASE SPECIFY IN THE "REMARKS" SECTION BELOW).

REMARKS:

COMPANY NAME: _____

ADDRESS: _____

TITLE: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

DATE: _____

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

To be submitted with all Bids in response to this IFB

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

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

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

Company Name State Tractor Equipment

By *Ryan A. Draffen*
(Authorized Person's Signature)

Company Address 6330 West US Hwy 60
Brookline Mo 65619

Telephone Number 417-222-7269

Fax Number _____

Date 6/23/23

ADDENDA

Offeror acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Email rdraffen@statetractor.com

Federal Tax ID No. 412023885

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

Women Owned: _____

Veteran Owned: _____

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF REPUBLIC
213 N MAIN
REPUBLIC MO 65738

Missouri Tax ID
Number: 12492990

Effective Date:
07/11/2002

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

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

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

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

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

Any alteration to this exemption letter renders it invalid.

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

MISSOURI PROJECT EXEMPTION CERTIFICATE

Authorization for Purchasing Construction Materials for Tax Exempt Project
(The Form and Content of this Exemption Certificate have been approved by the Missouri Department of Revenue)

EXEMPT ENTITY ISSUING CERTIFICATE

Name: City of Republic, Missouri
Address: 213 N. Main Avenue
City/State/Zip: Republic, Missouri 65738

MO Tax Exempt I.D. #: 12492990

Contract Date:

Contract #: _____

Project Description: Republic Rental Equipment

Project Location: Various

Project Completion Date: December 31, 2024

Auth. Signature: _____

Date: _____

Letter Effective Date:

Certificate Expiration Date:

Revised Expiration Date: _____

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction of the project identified herein and no other, pursuant to Section 144.62, RSMo.

PURCHASING CONTRACTOR OR SUBCONTRACTOR

Name: _____

Address: _____

City/State/Zip: _____

INSTRUCTIONS

EXEMPT ENTITY - A signed copy of this certificate, along with your MO Tax Exemption Letter, must be furnished to each contractor and/or subcontractor who will be purchasing tangible personal property for use in the project. It is the exempt entity's responsibility to ensure the validity of the certificate. You must issue a certificate with a Revised Expiration Date if purchases will be required to complete the project beyond the original Project Exemption Date.

CONTRACTOR OR SUBCONTRACTOR - The contractor shall furnish a completed copy of this exemption certificate, along with a copy of the exempt entity's MO Tax Exemption Letter, to all subcontractors, and any contractor or subcontractor purchasing materials shall present copies of such documents to all material suppliers as authorization to purchase, on behalf of the exempt entity, all tangible personal property and materials to be incorporated or consumed in the construction of that project and no other on a tax-exempt basis. A copy of each certificate must be retained by the purchaser for a period of five years.

MATERIAL SUPPLIER - A completed copy of this exemption certificate, along with the MO Tax Exemption Letter of the exempt entity contracting for the project, must be obtained from the contractor or subcontractor making purchases of tangible personal property for use in the project, and retained for audit purposes. Invoices issued for such purchases must reflect the name of the exempt entity and the project number assigned by the exempt entity shown above.

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

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

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

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

1. **Required Affidavit for Contracts Over \$5,000.00 (US) – Effective 1-1-2009**, the company (submitting a Bid) shall comply with the provisions of Section 285.525 through 285.550, RSMo., which require certain statements to be made under penalty of perjury pertaining to employment of unauthorized aliens. The award of any contract under this IFB is expressly contingent on the company (submitting a Bid) providing an acceptable, notarized affidavit, stating as follows:
 - a. that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
 - b. that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

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

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

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

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



City of Republic - Invitation for Bid

IFB 23-009 – BUILDS Department Equipment Rental through 2024

SEALED BIDS MUST BE PHYSICALLY RECEIVED AT REPUBLIC CITY HALL PRIOR TO 2:00 P.M. on Friday, June 23, 2023. Bids will be opened by the City at Republic City Hall at said time and place.

BIDS SHOULD BE ADDRESSED AS FOLLOWS:

**City of Republic
c/o City Clerk, Laura Burbridge
213 N. Main Avenue
Republic, MO 65738**

Bids must be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the Bidder.

- Bids shall be submitted with the **Invitation for Bid (“IFB”) project name or item clearly indicated on the outside of the mailing envelope.**
- Bids received after the opening date and time **will be rejected.**
- The attached Terms and Conditions shall become part of any contract, agreement or award resulting from this Invitation for Bid.
- FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.
- You are invited to submit your Bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.
- Bids will be taken to City Council for approval on **July 18th, 2023**. Notice of acceptance shall follow immediately upon and following approval granted by City Council.
- Bidders may submit for N/A for certain equipment they do not choose to bid on.
- City intends to award all responsive bidders for each piece of equipment to be added to our list of approved rental equipment suppliers.

DESCRIPTION:

The City of Republic’s BUILDS department is requesting sealed competitive bids on rental prices for the following equipment to be used on various projects within the City for the remainder of 2023 and through December 31st, 2024. Below is a list of equipment requiring monthly pricing. Please price comparable equipment to each item.

Equipment	Description/Size	Attachments	Comparable
Mid-Size Excavator	20-30 ton	Plumed for Breaker	Komatsu 240, Cat 320
Large Excavator	30 to 40 ton	Plumed for Breaker	Komatsu 310, Cat 400
Mid-size Dozer	30,000 to 35,000 LBS.	Rear Ripper/ GPS compatible	Cat D4, Komatsu D51
Larger Dozer	45,000 to 50,000 LBS.	Rear Ripper/ GPS compatible	Cat D6, Komatsu D65

Rubber Tracked Skid Steer	10,000-12,000 lbs	High and low flow hook ups & quick change bucket	Case 450, John Deere 3 Cat 299
Roller	84"	Smooth Drum	Komatsu BW 211
Roller	84" Single Drum	Soil Drum (Sheep's foot)	Komatsu BW 211
Dump Truck (off Road)	Off Road/ 20 to 25 yd	20 to25 yd Dump	Komatsu HD465, JBC 714
Dump Truck (Road)	yd single axle	7 yd dump	MACK MD, Peterbilt 536, International MV
Dump Truck (Road)	tandem axle	15-18 yd Dump	MACK Granite, Peterbilt 548, International HV
Motor Grader	Articulated blade		Case 856c, Komatsu GD655-6
Large Wheel Loader	28,000 to 35,000 LBS	3.0 - 4.2 cu. Yd Bucket	Case 721G, Komatsu WA 320-8
Large Track Loader	42,000 to 45,000 LBS	3.2 cu, Yd Bucket	Cat 963, 755K John Deere
Small Rock Breaker	4 to 6 ton		Case CH-4M, HK 45
Larger Rock Breaker	V1800 20 - 35 ton		Tramac V1800, Montabert V1800
Grade Control GPS Unit	Top Con Base/Rover		Trimble, ASM, iDig
Backhoe	110 HP	Pilot controls	John Deere 310SL, Case 590 Super N
Earth Scraper	15yd-24yd	Motor or Pulled	Cat 627K, John Deere 862B
Tractor w/boom mower	5ft head, 12ft reach		Diamond mower

Inquiries: All inquiries for information should be directed to:

Eric Brown
Operations Director
 BUILDS Department, City of Republic
Ebrown@republicmo.com
 (417) 827-7262

Important Notice Regarding Competitive Bidding:

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

TERMS AND CONDITIONS

01. **Opening Location:** Bids submitted in response to this Invitation for Bid (“IFB”) will be opened at Republic City Hall, located at 213 N. Main Avenue, on 2:00 P.M. on Friday, June 23, 2023. All Bidders (individually, “Bidder”; collectively, “Bidders”) and/or their authorized representative(s) are permitted to attend the opening of the Bids.
02. **IFB Delivery Requirements:** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have their Bid delivered to Republic City Hall for receipt on or before the due date and time indicated.
- a. If a Bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to Republic City Hall.
 - b. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected.
 - c. Arrangements may be made for their return at the Bidder’s request and expense.
 - d. Bids may be mailed to Republic City Hall and accepted if the signed Bid form and required information was mailed and received prior to the due date and time.
 - e. Bids sent by email will not be accepted.

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

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

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

- 06. **IFB Expenses:** There is no expressed or implied obligation for the City of Republic to reimburse responses to Bidders and the City will not reimburse for any expenses incurred in preparing responses to this IFB.
- 07. **Bid Security:** All Bids must be accompanied by a Bid Security, which shall constitute the Bidder's guarantee that, if awarded the contract under this IFB, the Bidder will promptly execute all contract documents and other documents required under this IFB, and will furnish good and sufficient bond for the performance of the same.
 - a. The Bid Security shall consist of a certified check, cashier's check or a Bid bond, guaranteed by a surety company authorized by the Director of the Missouri Department of Insurance and Commerce to conduct surety business in the state of Missouri, in an amount no less than ten percent (10%) of the Bid, and made payable to the City of Republic.
 - b. Bids submitted without the required Bid Security will not be considered for award under this IFB.
 - c. The Bid Securities of all Bidders, except for the three apparent lowest Bidders, will be returned as soon as reasonably possible after the opening and review of Bids.
 - d. The City shall have the right to retain the Bid Security of the three apparent lowest Bidders until either: (1) all contract documents have been duly executed and all required bonds and proof of insurance, including certificates of insurance, have been furnished by the Bidder to the City; or (2) all Bids have been rejected, whichever occurs first.
- 08. **Irrevocable Offer:** Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of ninety (90) days to provide to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.
- 09. **Responsive and Responsible Bidder:** To be a responsive Bidder, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the IFB. To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible Bidder shall mean the Bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.
- 10. **Reserved Rights:** The City reserves the right to make such investigations as it deems necessary to make the determination of the Bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.
- 11. **The Right to Audit:** The Bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.
 - a. The City shall have the right to audit the Bidder's records pertaining to the work/product for a period of three (3) years after final payment.
 - b. The cost of any audit conducted pursuant to this term will be paid by the City.
- 12. **Applicable Law:** All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order entered into under the terms of this IFB. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.
- 13. **Right to Protest:** Appeals and remedies are provided for in the City Procurement Regulations.

- a. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.
 - b. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.
14. **Ethical Standards Applicable:** With respect to this IFB, if any Bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such Bidder will be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids.
15. **Collusion Absolutely Prohibited:** All Bidders offering a submission in response to this IFB hereby expressly acknowledge and certify that they have not divulged, discussed, or compared their Bid to the Bids of any other Bidder(s), and further that they have not colluded or conspired with any other Bidder or parties to this IFB, to violate the terms and conditions governing submission of responses to this IFB whatsoever. All Bidders offering a submission in response to this IFB additionally promise that:
- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.
 - b. Any prices and/or cost data submitted have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor.
 - c. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
 - d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in any contract awarded under this IFB. No person or agency has been employed or retained to solicit or secure the contract awarded under this IFB upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.
16. **Contract Forms:** Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.
17. **Liability and Indemnity:**
- a. In no event shall the City be liable to the successful Bidder for special, indirect, liquidated, incidental, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of any agreement or contract under the terms of this IFB. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under any agreement or contract awarded under the terms of this IFB.
 - b. The successful Bidder shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays, expenses, and claims, caused or allegedly caused by, or arising out of or related in any way whatsoever to (1) any agreement or contract awarded under this IFB, or (2) the work performed pursuant to such contract or agreement or any subcontract thereunder (the successful Bidder expressly acknowledging and assuming full responsibility for its subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for any other alleged damages.
 - c. The successful Bidder shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
18. **IFB Forms, Variances, and Alternates:** Bids must be submitted on the forms attached to this IFB as provided by the City; however, additional information may be attached. Bidders must indicate any variances from the City

requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, Bids must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.

19. **Bid Form:** All blank spaces must be completed with the appropriate response.
 - a. Bidders must state the price, written in ink, for what is proposed to complete each item of the project.
 - b. Bidders must insert the words “no Bid” in the space provided for any item for which no Bid is made.
 - c. Bidders must submit an executed Bid form, affidavit of compliance with other requested documents.

20. **Modifications or Withdrawal of Bid:** A modification of a Bid already submitted will be considered only if the modification is received prior to the time announced for opening of Bids, and is made in writing; executed and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

21. **No Bid:** If not submitting a Bid, respond by returning the “Statement of No Bid” no later than the stated Bid opening time and date, and explain the reason in the space provided.

22. **Errors in Bids:** Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the Bidder’s own risk. Applicable law and regulations do not make allowance for errors either of omission or inclusion on the part of Bidders. In case an error regarding extension of prices in the Bid, the unit price shall govern.

23. **Prices:** Bids must include both unit price and extended total.
 - a. Price must be stated in units of quantity specified in the Bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern.
 - b. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). FOB, as used in this IFB, shall mean that the successful Bidder, at their own expense, shall transport the equipment and/or materials and bear the risk of loss from successful Bidder’s location to a specified location in the City of Republic. City shall not take title to the materials or equipment until it is delivered and accepted by City at the address specified within the City of Republic.
 - c. Each item must be Bid separately and no attempt is to be made to tie any item or items in with any other item or items.
 - d. If a Bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - e. Payment terms shall be Net 30 if not otherwise specified.
 - f. Pre-payment terms are not acceptable.

24. **Discounts:** Any and all discounts, except cash discounts for prompt payments, must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in the City’s determination of award(s).

25. **Descriptive Information:** All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended.
 - a. Brand or trade names referenced in specifications are for comparison purposes only.
 - b. Bidders may submit Bids on items manufactured by an individual/entity other than the manufacturer specified so long as an “or equal” is expressly stated.

26. **Deviations to Specifications and Requirements:** When Bidding on an “or equal,” Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records.
 - a. Failure of any Bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains.
 - b. All deviations from the specifications must be noted in detail by the Bidder on the Affidavit of Compliance

form, at the time of submittal of Bid.

- c. The absence of listed deviations at the time of submittal of the Bid will hold the Bidder strictly accountable to the specifications as written.
- d. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

27. **Quality Guaranty:** If any product delivered does not meet applicable specifications or otherwise fails to compare with the quality represented by the Bidder, the Bidder shall retrieve the product from the City as its own expense. The Bidder shall refund to the City any money the City has remitted to the Bidder for same. In the event the successful Bidder fails or refuses to retrieve the product and refund to the City any money previously remitted to the Bidder for such product in accord with the terms of this paragraph, the Bidder shall be responsible for the City's attorney fees and other costs it incurs in enforcing its rights under this paragraph.
28. **Quality Terms:** The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.
29. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
30. **Bid Awards:** Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the IFB and (2) is the lowest and best Bid, considering price, delivery, responsibility of the Bidder, and all other relevant factors.
 - a. Unless otherwise stated in the IFB, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
 - b. As the best interest of the City may require, the right is reserved to make awards by item, group(s) of items, all or none or a combination thereof; and to reject any and all Bids or waive any minor or non-material irregularity or technicality in Bids received.
31. **Authorized Product Representation:** The successful Bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the Bidder(s) is legally authorized to submit and the successful Bidder(s) will be legally bound to perform according to the documents.
32. **Regulations:** It shall be the responsibility of each Bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.
 - a. **E-VERIFY COMPLIANCE REQUIREMENTS:** All contractors or subcontractors to be utilized by Bidder on contracts exceeding five thousand dollars shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
 - b. Bidders are herein informed that the work to be performed under this IFB is subject to the requirements of Section 292.675, RSMo., which requires all contractors or subcontractors perform work such to provide and require its on-site employees to complete a ten (10)hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.
 - c. Pursuant to Section 292.675 RSMo., the successful Bidder shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by it, or any contractors or subcontractors hired by it, for each calendar day, or portion thereof, Such on-site employee is employed without the construction

safety training required in the above paragraph.

- d. Section 208.009 RSMo. shall apply to any contracts awarded under this Bid.
33. **Termination of Award:** Any failure of the Bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for any reason by the City.
34. **Royalties and Patents:** The successful Bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.
35. **Equal Employment Opportunity Clause:** The City of Republic, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to the aforementioned Civil Rights Act, hereby notifies all Bidders that the City takes all reasonably necessary steps to affirmatively ensure that all Bidders, including minority businesses, will be afforded full opportunity to submit Bids in response to this IFB and that no Bidder will be discriminated against on the grounds of race, color, or national origin in determining the successful Bidder for award.
36. **Insurance Requirements:** For the duration of any contract awarded under this IFB, (which, for projects including any labor, means until the work is completed and accepted by the City; and which, for projects involving supply of materials only, means until the materials are delivered and accepted by the City), the successful Bidder is required to maintain certain insurance to protect it and the City against risks of loss in connection with the Project, as defined more fully below. The Successful Bidder will be required to provide the City with proof of insurance that satisfies the requirements stated below, unless otherwise specified by the City. The insurance requirements below may be modified or waived by the City at the City's sole discretion.
- a. **Workers' Compensation:** The Successful Bidder shall maintain Employers Liability and Workers Compensation Insurance for all persons it will employ or retain to perform any work in connection with a contract awarded under this IFB, and in the event the Successful Bidder will sublet or subcontract any such work, the Successful Bidder shall require the subcontractor to provide similar Workers Compensation Insurance for the subcontractor's employees, unless such employees are covered by the Successful Bidder's coverage. Workers Compensation coverage shall meet the minimum requirements under Missouri law of \$500,000 each employee and \$500,000 each accident.
 - b. **Commercial General Liability:** The Successful Bidder shall maintain Commercial General Liability coverage for personal and advertising injury, bodily injury including accidental death, and broad-form property damage, which may arise from the performance of any contract awarded under this IFB, in an aggregate amount of not less than \$2,000,000 each occurrence and \$1,000,000 each person.
 - c. **Commercial Automobile Liability (*applies only to projects involving the Successful Bidder's operation of vehicles in performing the work awarded under this IFB*):** The Successful Bidder shall maintain Commercial Automobile Liability coverage of not less than \$2,000,000 each occurrence and \$1,000,000 each person for "any auto" on an occurrence basis.
37. **Performance Bond and Labor & Materials Payment Bond (*applies only to projects involving labor*):** Pursuant to Section 107.170, RSMo., if the total cost of the project is estimated to exceed \$50,000.00, the successful Bidder shall execute a Performance and Maintenance Bond and a Labor and Materials Payment Bond with surety, approved by the City and on forms approved by the City, each bond shall be in the amount of the total project cost, conditioned upon the full and faithful performance of all major

terms and conditions of the IFB and payment of all labor and material supplies.

38. **Nonresident/Foreign Contractors:** To the extent the successful Bidder utilizes non-resident/foreign contractors to provide services or supplies in connection with this IFB, the successful Bidder shall procure and maintain:
 - a. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570, RSMo.
 - b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230, RSMo.

39. **Bid Tabulation:** Bidders may request a copy of the Bid tabulation of the IFB.

40. **Budgetary Constraints:** The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

41. **Additional Purchases by Other Public Agencies:** By submitting a Bid in response to this IFB, the Bidder authorizes other public agencies to “Piggy-Back” or purchase equipment and services being proposed in this IFB unless otherwise noted on the Affidavit of Compliance Form.

42. **Order of Precedence:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to Bidders, shall take precedence.

43. **Affidavit for Service Contracts:** The successful Bidder represents, in accordance with Section 285.530.2, RSMo., that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under this IFB and agrees to provide an affidavit to the City of Republic affirming that it has not, and will not at any point in time relating to this IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.

44. **Inspection and Acceptance:** No item(s) received by the City pursuant to any agreement or contract awarded under this IFB shall be deemed accepted by the City until the City has had reasonable opportunity to inspect the item(s).
 - a. Any item(s) which are discovered to be defective, or which do not conform to any warranty of the successful Bidder and/or entity/individual who sold the item(s), upon inspection, may be returned by the City to the successful Bidder and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - b. If, at a later time, any defect is discovered which was not ascertainable upon the initial inspection, the City may also return the defective item(s) to the successful Bidder and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - c. The City’s return of defective items shall not exclude any other legal, equitable or contractual remedies the City has under applicable Missouri or Republic law and/or any agreement or contract awarded under this IFB.

45. **Davis-Bacon Act:** If the Instructions to Bidders have indicated that the Project is financed, in whole or in part, from Federal funds, then all work performed pursuant to any contract awarded under this IFB shall be subject to all applicable federal statutes, rules and regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. §3141 et seq., and the “Federal Labor Standards Provisions,” incorporated into this any agreement or contract awarded under this IFB.. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed pursuant to any contract awarded under this IFB, all contractors, subcontractors and other individuals/entities hired by the successful Bidder to perform work under this IFB shall pay the greater of the wages required under either law.

46. **Jurisdiction and Venue:** This IFB and any executed agreement required pursuant to the terms of this IFB, shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL UNDER ANY APPLICABLE STATUTE, COMMON LAW OR FEDERAL OR STATE CONSTITUTION.**
47. **Conflict of Interest:** By participating in this IFB and/or accepting an agreement pursuant to the IFB's terms, the successful Bidder certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor of the City of Republic, has a financial interest, direct or indirect, in this Agreement. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
48. **Sovereign Immunity:** In no event shall any language or requirement in this IFB or any Agreement that comes from this IFB be construed as or constitute a waiver or limitation of City's defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, states, and/or laws.
49. **Terms:** The City of Republic reserves the right to reject any and all proposals received from this Bid. It further has the right to negotiate with any qualified source, or to cancel in part or in its entirety this Bid. The City also reserves the right to modify, suspend, or terminate at its sole discretion any and all aspects of this bud process, to obtain further information from any and all respondents, and to waive any defects as to form or content of the Bid or any submissions by any firm. This bud does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All submissions become the property of the City as public record. All submissions may be subject to public review upon request.

ATTACHMENT A - BID SUBMISSION FORM

Item 7.

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Item	Description of Work	Price
Base Bid	<ul style="list-style-type: none"> • rental prices for various equipment to be used on various projects within the City for the remainder of 2023 and through December 31st, 2024. • All Bids to include: <ul style="list-style-type: none"> ○ Travel Expenses ○ Delivery Costs ○ Administrative costs <p>Please note any of the following:</p> <ul style="list-style-type: none"> • Any labor personnel requests of the City of Republic for this project. • Any other requests or responsibilities of the City of Republic for this project. 	<p>\$ <u>Fill out table next page</u></p>

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

<p>City of Republic, Missouri</p> <p>IFB for: • Rental prices for various equipment to be used on various projects within the City for the remainder of 2023 and through December 31st, 2024.</p> <p>213 N Main Street</p> <p>Republic, MO 65738</p>	<p>Company Legal Name:</p> <hr/> <p>Address:</p> <hr/> <hr/> <p>Signature:</p> <hr/> <p>Name and Title:</p> <hr/>
<p>Telephone: _____</p> <p>Cellular: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>	<p>Dated: _____</p> <p>Bidder's Federal ID Number: _____</p>

Equipment	Description/Size	Attachments	Comparable	Monthly Price	Make & Model
Mid-Size Excavator	20-30 ton	Plumed for Breaker	Komatsu 240, Cat 320		
Large Excavator	30 to 40 ton	Plumed for Breaker	Komatsu 310, Cat 400		
Mid-size Dozer	30,000 to 35,000 LBS.	Rear Ripper/ GPS compatible	Cat D4, Komatsu D51		
Larger Dozer	45,000 to 50,000 LBS.	Rear Ripper/ GPS compatible	Cat D6, Komatsu D65		
Rubber Tracked Skid Steer	10,000-12,000 lbs	High and low flow hook ups & quick change bucket	Case 450, John Deere 333, Cat 299		
Roller	84"	Smooth Drum	Komatsu BW 211		
Roller	84" Single Drum	Soil Drum (Sheep's foot)	Komatsu BW 211		
Dump Truck (off Road)	Off Road/ 20 to 25 yd	20 to 25 yd Dump	Komatsu HD465, JBC 714		
Dump Truck (Road)	single axle	7 yd dump	MACK MD, Peterbilt 536, International MV		
Dump Truck (Road)	tandem axle	15-18 yd Dump	MACK Granite, Peterbilt 548, International HV		
Motor Grader	Articulated blade		Case 856c, Komatsu GD655-6		
Large Wheel Loader	28,000 to 35,000 LBS	3.0 - 4.2 cu. Yd Bucket	Case 721G, Komatsu WA 320-8		
Large Track Loader	42,000 to 45,000 LBS	3.2 cu, Yd Bucket	Cat 963, 755K John Deere		
Small Rock Breaker	4 to 6 ton		Case CH-4M, HK 45		
Larger Rock Breaker	V1800 20 - 35 ton		Tramac V1800, Montabert V1800		
Grade Control GPS Unit	Top Con Base/Rover		Trimble, ASM, iDig		
Backhoe	110 HP	Pilot controls	John Deere 310SL, Case 590 Super N		
Earth Scraper	15yd-24yd	Motor or Pulled	Cat 627K, John Deere 862B		
Tractor w/boom mower	5ft head, 12ft reach		Diamond mower		

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

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

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

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

1. **Required Affidavit for Contracts Over \$5,000.00 (US)** – Effective 1-1-2009, the company (submitting a Bid) shall comply with the provisions of Section 285.525 through 285.550, RSMo., which require certain statements to be made under penalty of perjury pertaining to employment of unauthorized aliens. The award of any contract under this IFB is expressly contingent on the company (submitting a Bid) providing an acceptable, notarized affidavit, stating as follows:
 - a. that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
 - b. that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

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

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

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

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

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

Effective 1/1/2009

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally appeared _____ (Name) who is _____ (Title) of _____ (Name of company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

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

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

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

Signature

Printed Name

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires: _____

Company ID Number: XXXXXX

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

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

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

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

Signature

Date

Verification

Department of Homeland Security Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

Signature

Date

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

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

To be submitted with all Bids in response to this IFB

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

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

_____.

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

Company Name _____

ADDENDA

By _____
(Authorized Person's Signature)

Offeror acknowledges receipt of the following addendum:

Company Address _____

Addendum No. _____

Addendum No. _____

Telephone Number _____

Addendum No. _____

Fax Number _____

Addendum No. _____

Date _____

Email _____

Federal Tax ID No. _____

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

City of Republic, Missouri
STATEMENT OF "NO PROPOSAL" / "NO BID"

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

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

- _____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY(PLEASE EXPLAIN IN THE "REMARKS" SECTION BELOW).
- _____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.
- _____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.
- _____ UNABLE TO MEET SPECIFICATIONS.
- _____ UNABLE TO MEET INSURANCE REQUIREMENTS.
- _____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN IN THE "REMARKS" SECTION BELOW).
- _____ OTHER (PLEASE SPECIFY IN THE "REMARKS" SECTION BELOW).

REMARKS:

COMPANY NAME: _____

ADDRESS: _____

TITLE: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

DATE: _____

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF REPUBLIC
213 N MAIN
REPUBLIC MO 65738

Missouri Tax ID
Number: 12492990

Effective Date:
07/11/2002

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

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

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

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

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

Any alteration to this exemption letter renders it invalid.

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

MISSOURI PROJECT EXEMPTION CERTIFICATE

Authorization for Purchasing Construction Materials for Tax Exempt Project
(The Form and Content of this Exemption Certificate have been approved by the Missouri Department of Revenue)

EXEMPT ENTITY ISSUING CERTIFICATE

Name: City of Republic, Missouri
Address: 213 N. Main Avenue
City/State/Zip: Republic, Missouri 65738

MO Tax Exempt I.D. #: 12492990
Contract Date:
Contract #: _____
Project Description: Republic Rental Equipment
Project Location: Various
Project Completion Date: December 31, 2024
Auth. Signature: _____
Date: _____

Letter Effective Date:
Certificate Expiration Date:
Revised Expiration Date: _____

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction of the project identified herein and no other, pursuant to Section 144.62, RSMo.

PURCHASING CONTRACTOR OR SUBCONTRACTOR

Name: _____
Address: _____
City/State/Zip: _____

INSTRUCTIONS

EXEMPT ENTITY - A signed copy of this certificate, along with your MO Tax Exemption Letter, must be furnished to each contractor and/or subcontractor who will be purchasing tangible personal property for use in the project. It is the exempt entity's responsibility to ensure the validity of the certificate. You must issue a certificate with a Revised Expiration Date if purchases will be required to complete the project beyond the original Project Exemption Date.

CONTRACTOR OR SUBCONTRACTOR - The contractor shall furnish a completed copy of this exemption certificate, along with a copy of the exempt entity's MO Tax Exemption Letter, to all subcontractors, and any contractor or subcontractor purchasing materials shall present copies of such documents to all material suppliers as authorization to purchase, on behalf of the exempt entity, all tangible personal property and materials to be incorporated or consumed in the construction of that project and no other on a tax-exempt basis. A copy of each certificate must be retained by the purchaser for a period of five years.

MATERIAL SUPPLIER - A completed copy of this exemption certificate, along with the MO Tax Exemption Letter of the exempt entity contracting for the project, must be obtained from the contractor or subcontractor making purchases of tangible personal property for use in the project, and retained for audit purposes. Invoices issued for such purchases must reflect the name of the exempt entity and the project number assigned by the exempt entity shown above.

AGENDA ITEM ANALYSIS

Project/Issue Name: 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).

Submitted By: Patrick Ruiz, Associate Planner of the BUILDS Department

Date: July 18, 2023

Issue Statement

James Wade has applied to change the Zoning Classification of approximately 17.19 acres of property located at 3020 N York Ave from Agricultural (AG) to Heavy Industrial (M-2).

Discussion and/or Analysis

The property subject to this Rezoning Application consists of approximately 17.19 acres of land located at 3020 N York Ave; the property currently has two single-family dwelling units.

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

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

The general trend in the vicinity of the subject property consists of commercial and industrial uses of varying intensities along State Highway MM and Sawyer Road.

Compatibility with Surrounding Land Uses

The subject property is adjacent to General Commercial (C-2) to the South and surrounded by Medium Density Single-Family (R1-M) and Agricultural (AG) to the West along York Avenue; Light Industrial (M-1) and General Commercial (C-2) to the North along Sawyer Road.

The Heavy Industrial (M-2) Zoning District is intended to allow a wide range of commercial and industrial uses.

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 Brookline South Lift Station, McElhanev Lift Station, and Shuyler Creek Lift Station respectively before being pumped to the Wastewater Treatment Facility.

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

Transportation:

A Traffic Impact Study (TIS) was required for the Rezoning Application. Development of the property will require adherence to the City's Transportation Plan, Adopted Transportation Map, and improvements required by the TIS for buildout.

The TIS concludes that the highest intense use of such zoning would not cause a significant impact on the study area roadway network. In addition, public improvements are planned for York Avenue along the frontage of the site and the intersection of York Avenue and Farm Road 156 (Sawyer Road) that will allow for accommodation of trucks and transport vehicles.

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 SEVENTEEN POINT ONE-NINE (17.19) ACRES OF REAL PROPERTY LOCATED AT 3020 NORTH YORK AVENUE, 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 for an amendment to the Zoning Code and Official Zoning Map by rezoning certain real property consisting of approximately 17.19 acres, located at 3020 North York Avenue in Republic, Missouri (“the Property”), 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 June 12, 2023; and

WHEREAS, the City published notice of the time and date of the public hearing at least fifteen (15) days in advance, on May 24, 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 June 12, 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 0 Ayes to 5 Nays, did not recommend the approval of the Application; and

WHEREAS, the Application was submitted to the Council for first read at its regular meeting on June 20, 2023, and submitted for second read at its regular meeting on July 18, 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 17.19 acres located at 3020 North York Avenue in Republic, Missouri, more fully identified in the legal description below, from Agricultural (AG) to Heavy Industrial (M-2):

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER (NE¼) OF THE NORTHWEST QUARTER (NW¼) OF SECTION TWO (2), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-THREE (23) WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NE¼ OF THE NW¼; THENCE N0207'36"E, WITH THE WEST LINE OF SAID NE¼ OF THE NW¼, A DISTANCE OF 628.06 FEET TO A POINT FOR CORNER; THENCE S8752'24"E, A DISTANCE OF 466.69 FEET TO A POINT FOR CORNER; THENCE N0207'36"E, A DISTANCE OF 466.75 FEET TO A POINT FOR CORNER; THENCE N8752'24"W, A DISTANCE OF 466.69 FEET TO A POINT ON SAID WEST LINE FOR CORNER; THENCE N0207'36"E, WITH SAID WEST LINE, A DISTANCE OF 319.21 FEET TO A POINT ON THE NORTH LINE OF SAID NE¼ OF THE NW¼ FOR CORNER; THENCE S8807'10"E, WITH SAID NORTH LINE, A DISTANCE OF 459.76 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY 360 FOR CORNER; THENCE S0152'50"W, WITH SAID HIGHWAY RIGHT-OF-WAY LINE, A DISTANCE OF 24.47 FEET TO AN EXISTING 100-D NAIL FOR CORNER; THENCE S7353'39"E, A DISTANCE OF 67.59 FEET TO AN EXISTING 100-D NAIL FOR CORNER; THENCE S8553'19"E, A DISTANCE OF 212.55 FEET TO AN EXISTING RIGHT-OF-WAY MARKER FOR CORNER; THENCE S4314'07"E, A DISTANCE OF 130.11 FEET TO AN EXISTING RIGHT-OF-WAY MARKER FOR CORNER, SAID MARKER BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF BURLINGTON NORTHERN SANTA FE RAILWAY; THENCE S2253'05"W, WITH SAID RAILWAY RIGHT-OF-WAY, A DISTANCE OF 1,361.00 FEET TO A POINT ON THE SOUTH LINE OF SAID NE¼ OF THE NW¼ FOR CORNER; THENCE N8829'44"W, A DISTANCE OF 348.10 FEET TO THE POINT OF BEGINNING, AND CONTAINING 14.42 ACRES OF LAND, MORE OR LESS, SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.

AND ALSO,

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER (NE¼) OF THE NORTHWEST QUARTER (NW¼) OF SECTION TWO (2), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-THREE (23) WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NE¼ OF THE NW¼; THENCE N0207'35"E, ALONG THE WEST LINE OF SAID NE¼ OF THE NW¼, A DISTANCE OF 628.06 FEET TO A CORNER FOR A POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE S8752'24"E, A DISTANCE OF 466.69 FEET TO A POINT FOR CORNER; THENCE N0207'36"E, A DISTANCE OF 466.75 FEET TO A POINT FOR CORNER; THENCE N8752'24"W, A DISTANCE OF 466.69 FEET TO A POINT FOR CORNER, SAID POINT BEING ON SAID WEST LINE; THENCE S0207'36"W, ALONG SAID WEST LINE, A DISTANCE OF 466.75 FEET TO THE POINT OF BEGINNING, CONTAINING 5.00 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.

- 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:

Project
 Rezone

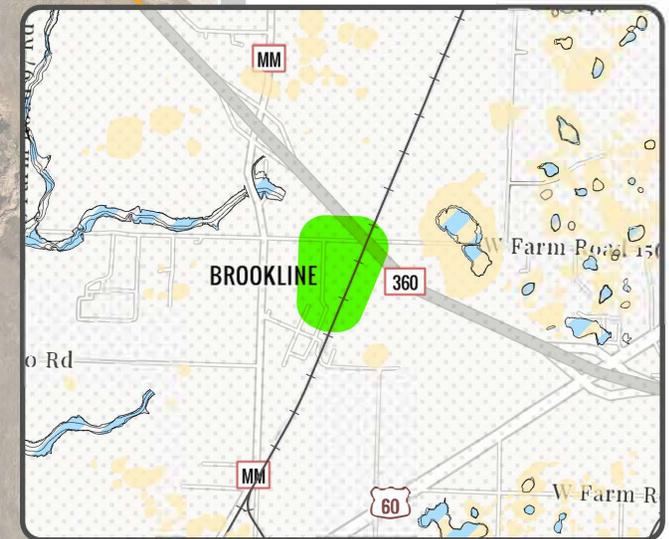
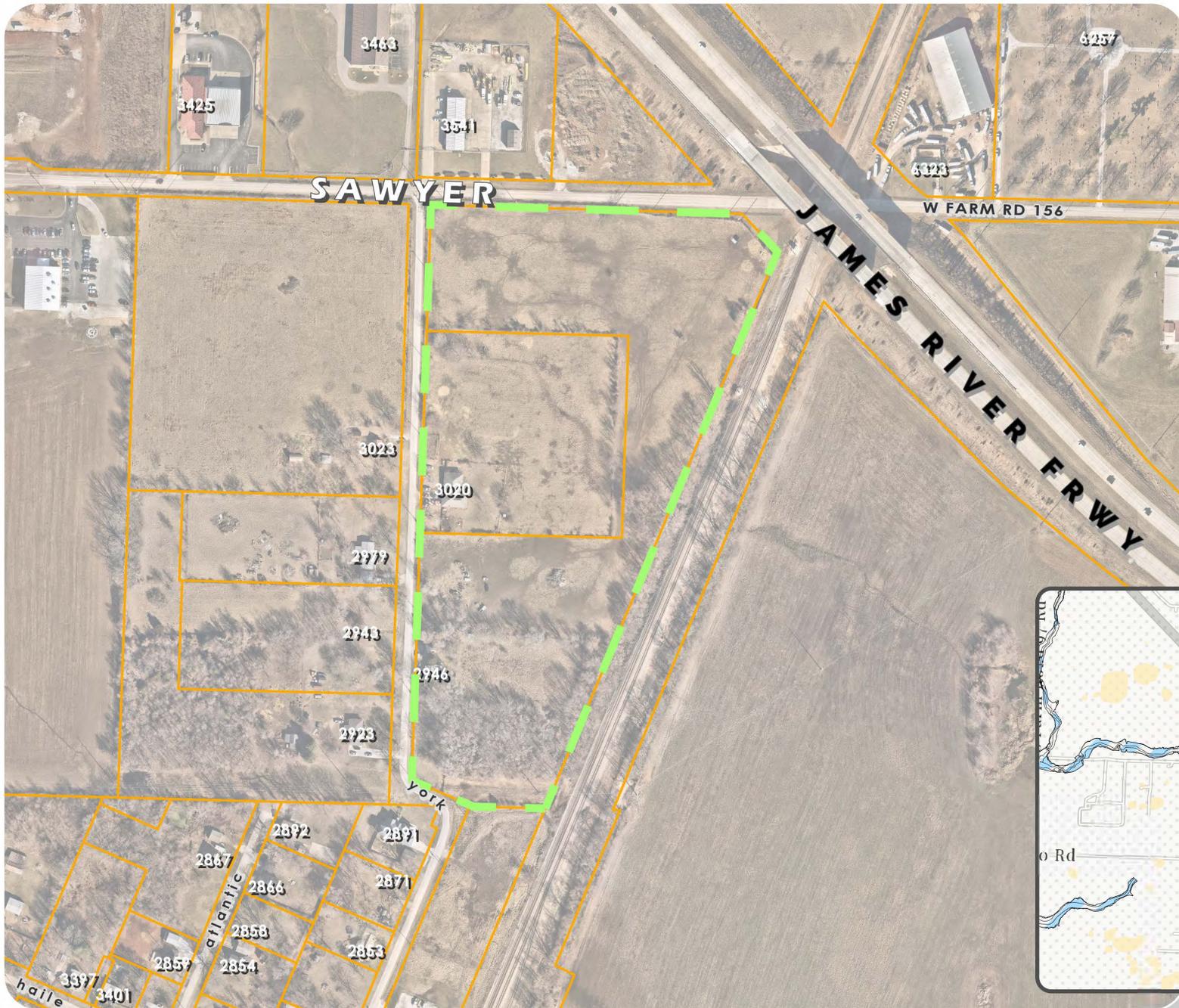
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 3020 N York Ave

Zoning
 AG

Requested Zoning
 M-2

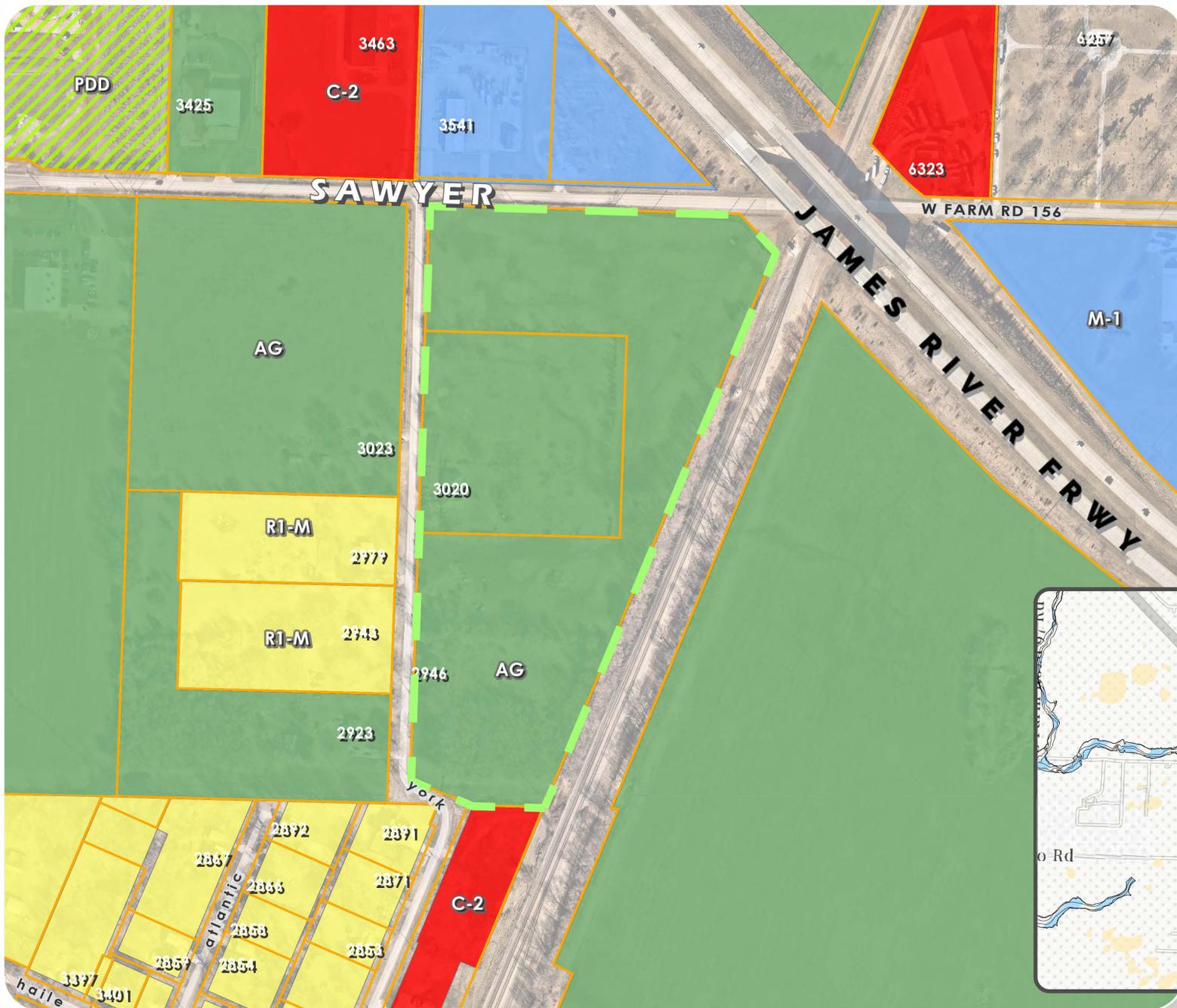
Acreage
 17.19

Ward
 2



REZN 23-002





Project
 Rezone

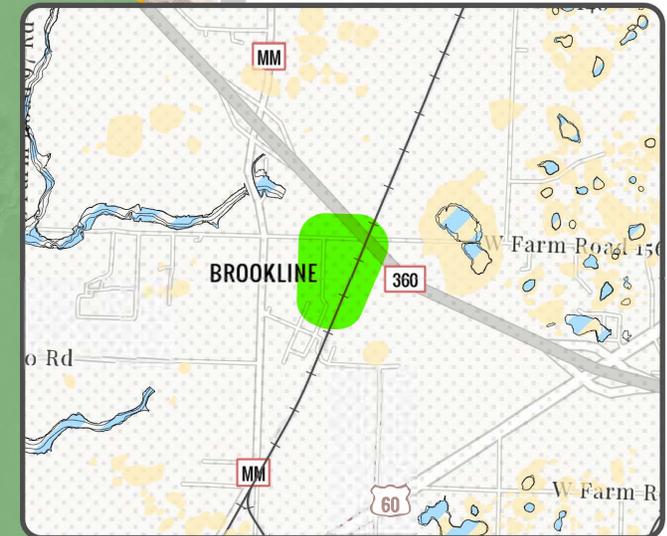
Address
 3020 N York Ave

Zoning
 AG

Requested Zoning
 M-2

Acreage
 17.19

Ward
 2



REZN 23-002



Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

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 - Roads / potential
- Able to be adequately served by municipal infrastructure Yes No - offer zoning options
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

Applicant's Engineer present.

Vinson Birch (against) 2891 W. York - concern about traffic/noise, if wheelers hitting poles/trees?

David Seimann 2979 W. York - Amazon construction damaging York ave.? Power pole repeat, concern over traffic, concern over road widening/loss of land?

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

Commissioner Name: Commissioner Signature: Date:

Melanie Clark 2952 W. Atlantic - Concern over
IP wheelers, showed pictures
concern over noise / traffic.

Item 8.

William Clark, husband of Melanie.

Question / Discussion

- warehouse / office combo development
- Entrance off York + Sawyer
- Widening of road on the developer

Potential lower impact being available?

Findings of Fact

Date of Hearing:

Time:

Type of Application:

06/12/2023

6:00

Rezoning

Name of Applicant:

Location:

3020 N York Ave (REZN 23-002)

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:

- 1 CONCERNED CITIZEN STATING ROAD IS NOT LARGE ENOUGH FOR LOGGED VEHICLES
- NOISE & WATER RUN OFF
- 2ND CITIZEN STATES ROAD IS NOT LARGE ENOUGH FOR TRUCK TRAFFIC
- 3 TRUCK TIRE WAS SUPPOSED TO BE REPLACED (MOVIE) → HAS BEEN HIT & KNUCKLES WERE AND TIRE HAS BEEN LOST
- 4 16' CHIP & SEAL ROAD → YORK AVE.

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

[Signature]

6/12/2023

Findings of Fact

Date of Hearing:

06/12/2023

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

3020 N York Ave (REZN 23-002)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

- Road not wide enough, cannot adequately handle the traffic of M-2 commercial. If rezoned to a different commercial use^{maybe}. Needs improvements to infrastructure.

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

Approval Denial

Commissioner Name:

Michael Mann

Commissioner Signature:

Michael Mann

Date:

6/12/23

Findings of Fact

Date of Hearing:

06/12/2023

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

3020 N York Ave (REZN 23-002)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

This change is not appropriate for the Residential area across the street. Neighbors present appropriate issues which should be followed up by developer

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

Approval Denial

Commissioner Name:

Ransom Ellish

Commissioner Signature:

Ransom Ellish

Date:

6/12/23

Findings of Fact

Date of Hearing:

06/12/2023

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

3020 N York Ave (REZN 23-002)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

residents
Citizens that have residences come fourth to give concerns and made the point that it is a clearly agric ultural area. Changing the zoning from residential to the highest possible capacity/commercial is not something that I believe the city should do.

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

Approval

Denial

Commissioner Name:

CYNTHIA HYDER

Commissioner Signature:

C. Hyder

Date:

6/12/2023



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-20 An Ordinance of the City Council Approving the Final Plat of the Stone Creek Falls Phase One Subdivision.
Submitted By: Chris Tabor, BUILDS Department Principal Planner
Date: July 18, 2023

Issue Statement

The City of Republic’s BUILDS Department received an Application for Stone Creek Falls Phase 1 Final Plat on May 15, 2023.

Discussion and/or Analysis

The Final Plat of Stone Creek Falls Phase 1 will legally divide approximately sixty-four point three seven (64.37) acres of land into eleven (11) lots and includes the dedication of Right-of-Way, Utility, and Stormwater Easements. The Final Plat includes approximately 3,572 linear feet of street and 7,144 linear feet of sidewalk.

The Final Plat of Stone Creek Falls Phase 1 conforms to the Development Plan for Stone Creek Falls Planned Development District approved by City Council on August 3, 2021. The Final Plat for Stone Creek Falls Phase 1 also conforms to the amended Development Plan approved by City Council on April 11, 2023, which increased the building height allowance for multi-family structures on the site from 3 to 4 stories.

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 Stone Creek Falls Phase 1 Final Plat.

AN ORDINANCE OF THE CITY COUNCIL APPROVING THE FINAL PLAT OF THE STONE CREEK FALLS PHASE ONE 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, on August 3, 2021, the City Council approved of the Planned Development District for the Stone Creek Falls Planned Development District (PDD) in Ordinance 21-54; and

WHEREAS, following passage of Bill No. 21-54, the City received an application from the property owner, Stone Creek Development LLC (“Owner”), to modify the maximum building height allowed under the Development Plan from three (3) stories to four (4) stories; and

WHEREAS, on March 13, 2023, following review of the application and a public hearing, the Planning and Zoning Commission recommended approval of the Owner’s requested amendment; and

WHEREAS, a on April 11, 2023, the City Council approved of the amended Planned Development District for the Stone Creek Falls Planned Development District (PDD) in Ordinance 23-13; and

WHEREAS, on May 15, 2023, the BUILDS Department received an application for review and approval of the Final Plat of Phase 1 of the amended Stone Creek Falls Planned Development District (“Stone Creek Falls Phase 1”); and

WHEREAS, the BUILDS Department has reviewed the Final Plat of Stone Creek Falls Phase 1 and has determined it substantially conforms to the requirements of the Development Plan, the requirements of the City Code Chapter 410 Subdivision Regulations, and Article 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 Stone Creek Falls Phase 1 have been met.
- Section 2:** That the Final Plat of Stone Creek Falls 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 Stone Creek Falls 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 the Stone Creek Falls Phase 1 shall commence until the Final Plat of Stone Creek Falls Phase 1 has been approved and recorded.
- 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:

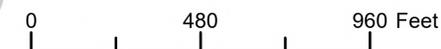
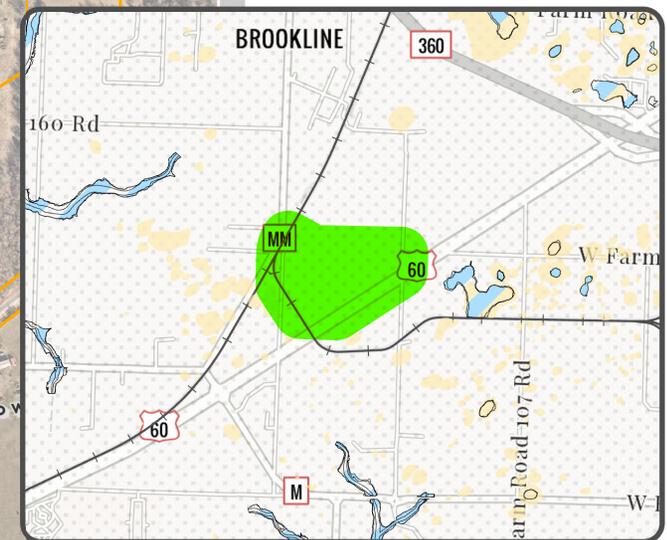
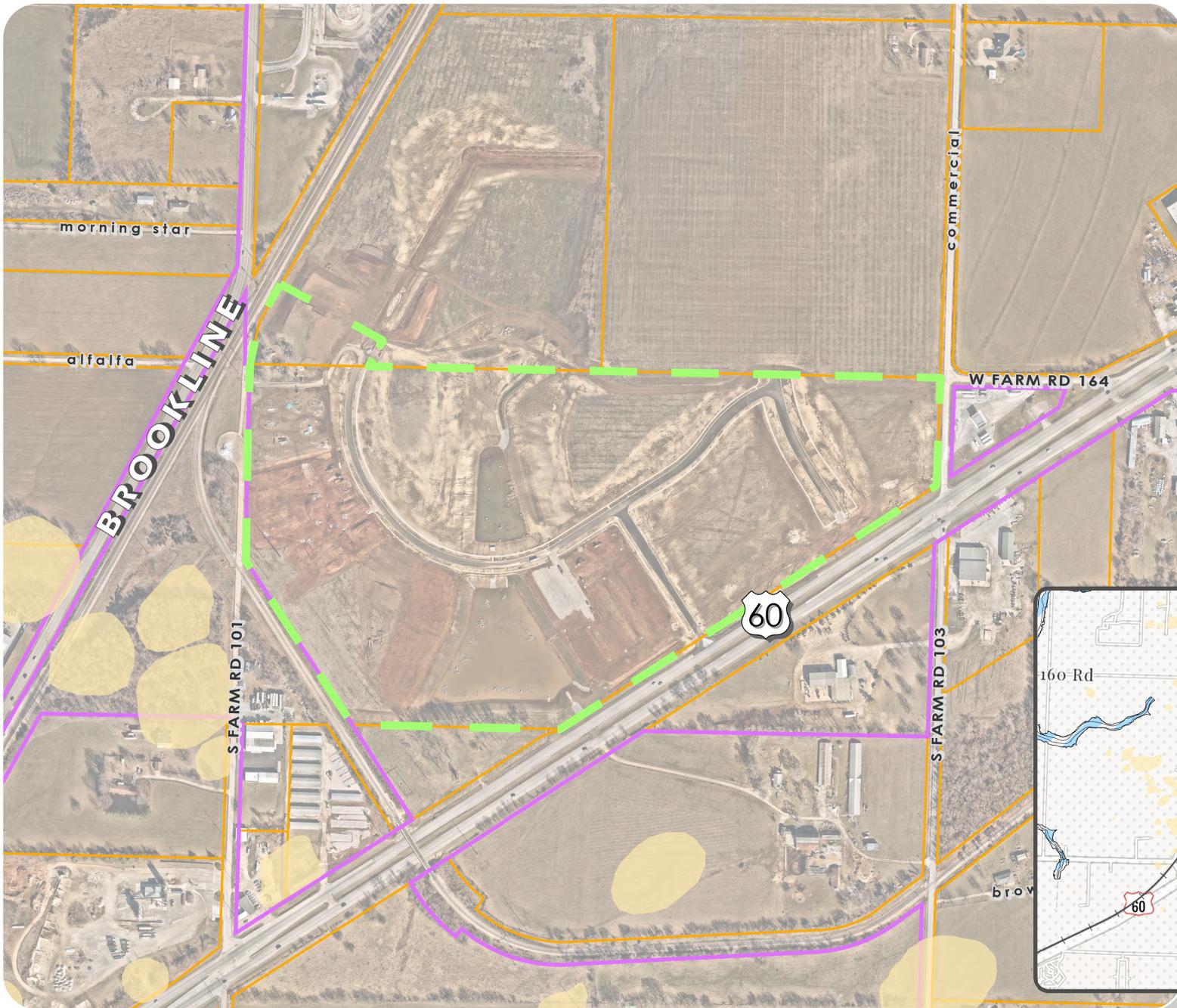
Project
 STONE CREEK FALLS
 PHASE 1

Address
 3456 S FARM ROAD 101

Zoning
 PDD

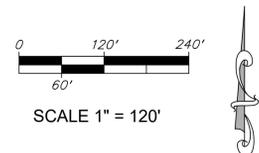
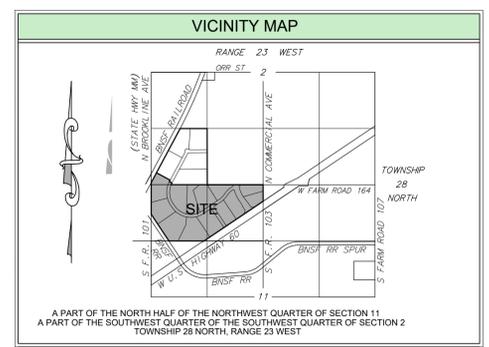
Acreage
 64.37

Ward
 2



SUBD-FNL 23-001





OWNER
 STONE CREEK DEVELOPMENT LLC
 331 SOQUEL AVE STE 100
 SANTA CRUZ CA 95062

DEVELOPER
 SEAN P. COATNEY
 3030 W KINGSLEY ST APT D102
 SPRINGFIELD MO 65807

FINAL PLAT
STONE CREEK FALLS PHASE ONE
 A PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 11
 A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2
 TOWNSHIP 28 NORTH, RANGE 23 WEST
 CITY OF REPUBLIC, GREENE COUNTY, MISSOURI

PROPERTY DESCRIPTION
 A TRACT OF LAND, BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, AND A PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 28 NORTH, RANGE 23 WEST, CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 11; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2 NORTH 01°49'35" EAST, 46.90 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF BURLINGTON NORTHERN SANTA FE RAILROAD; THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE NORTH 29°30'07" EAST, 264.65 FEET; THENCE SOUTH 60°29'53" EAST, 365.00 FEET; THENCE SOUTH 29°30'07" WEST, 38.38 FEET; THENCE SOUTH 60°29'53" EAST, 70.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 465.00 FEET, A DELTA OF 05°29'19", AN ARC LENGTH OF 44.54 FEET, AND A CHORD WHICH BEARS SOUTH 26°45'27" WEST HAVING A CHORD DISTANCE OF 44.53 FEET TO A POINT ON THE NORTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 11; THENCE SOUTH 88°45'55" EAST ALONG SAID NORTH LINE 2,146.89 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF FARM ROAD 103 (N COMMERCIAL AVENUE); THENCE SOUTH 01°40'20" WEST ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 405.65 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 60; THENCE SOUTH 57°27'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE 1,664.73 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER; THENCE NORTH 88°52'01" WEST ALONG SAID SOUTH LINE 806.65 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF BURLINGTON NORTHERN SANTA FE RAILROAD; THENCE NORTH 32°25'12" WEST ALONG SAID EAST LINE 780.16 FEET TO A POINT ON THE WEST LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 11; THENCE NORTH 01°50'57" EAST ALONG SAID WEST LINE 683.29 FEET TO THE POINT OF BEGINNING, AND CONTAINING 64.145 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY.

BASIS OF BEARINGS
 BEARINGS ARE BASED UPON GRID NORTH, MISSOURI COORDINATE OF 1983, CENTRAL ZONE, MISSOURI GEOGRAPHIC REFERENCE SYSTEM CONTROL MONUMENTS GR-50 & GR-50A.

BENCHMARK
 MISSOURI GEOGRAPHIC REFERENCE SYSTEM MONUMENT GR-50
 STANDARD DNR DISK SET IN 12" CONCRETE POST
 EAST ROW LINE ROUTE ZZ
 ELEVATION= 1227.69 NAVD 1988

DEVELOPMENT NOTES
 Total Area = 64.145 Acres
 Total Number Of Lots = 11
 Current Zoning - "Stone Creek Falls PDD"
 Planned Development Zoning District
 Source of Title Book 2021 Page 045610-21
 Planned Development District
 Approval April 11, 2023.

This Property Does Not Lie Withing A Flood Hazard Area As Determined By The Flood Insurance Rate Map Number 29077 C 0318 E Dated 12-17-2010.

Multi-Family Apartment Lots 6-11
 Density = 24 Units/Acre
 Area of Largest Lot - 6.76 Acres (Lot 9)
 Area of Smallest Lot - 2.36 Acres (Lot 1)
 Building Setbacks:
 U.S. Highway 60 Frontage - 25 Feet
 All other Front, Rear and Sides - 15 Feet
 Maximum Building Height - 4 Story

Commercial Land Lot 1-5
 Maximum Lot Coverage 90 percent
 Building Setbacks:
 Front - 15 Feet
 Rear - 15 Feet
 Side Street - 15 Feet
 Interior Side - 6 Feet

No Direct Access Permitted From Any Lot To State Highway 60 and Farm Roads 101 & 103.

Centerline bearings of streets are the same as adjacent lot lines.

Unless otherwise noted, the arc distances along RW/Lot Lines are concentric to adjacent centerline curves.

Lot corners are 18" - 5/8" iron pins with plastic caps (GPS-2010000563)

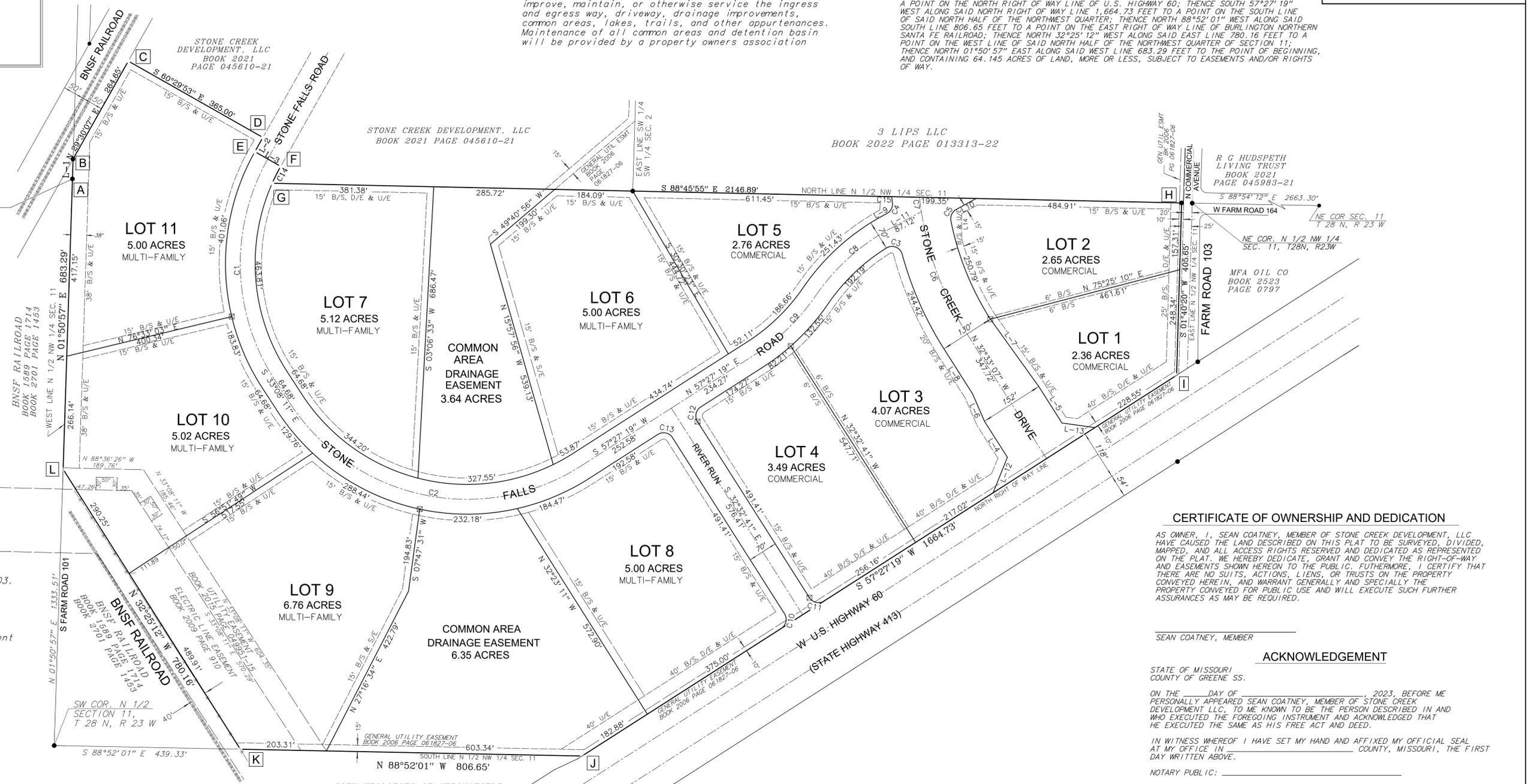
Permanent monuments are 24" - 5/8" iron pins with 2" diameter aluminum caps.

STATE PLANE COORDINATES
 (GIVEN IN FEET)

CORNER	NORTHING	EASTING
A	482,204.28	1,370,995.97
B	482,251.16	1,370,997.47
C	482,481.50	1,371,127.80
D	482,301.76	1,371,445.47
E	482,268.35	1,371,426.57
F	482,233.88	1,371,487.49
G	482,194.12	1,371,467.45
H	482,147.86	1,373,613.84
I	481,742.38	1,373,602.00
J	480,846.83	1,372,198.68
K	480,862.78	1,371,392.19
L	481,521.35	1,370,973.92

CURVE DATA

#	Radius	Delta	Length	Chord	Tangent	Chord Bearing
1	500.00'	62°38' 18"	546.82'	519.80'	304.23'	01°49' 02" E
2	500.00'	89°24' 30"	780.23'	703.45'	494.86'	77°50' 26" E
3	25.00'	106°39' 53"	46.54'	40.11'	33.58'	68°31' 52" W
4	25.00'	67°50' 37"	29.60'	27.90'	16.81'	27°27' 41" E
5	25.00'	72°42' 36"	31.73'	29.64'	18.40'	25°01' 41" E
6	742.00'	23°56' 06"	309.97'	307.72'	157.28'	20°35' 04" E
7	742.00'	02°37' 21"	33.98'	33.96'	16.98'	07°18' 21" W
8	500.00'	28°58' 38"	232.83'	197.70'	119.70'	47°55' 10" W
9	500.00'	22°59' 58"	200.71'	199.36'	101.72'	N 45°57' 20" E
10	25.00'	90°00' 00"	39.27'	35.36'	25.00'	N 12°27' 19" E
11	25.00'	90°00' 00"	39.27'	35.36'	25.00'	N 77°32' 41" E
12	25.00'	90°00' 00"	39.27'	35.36'	25.00'	N 12°27' 19" W
13	25.00'	90°00' 00"	39.27'	35.36'	25.00'	N 77°32' 41" W
14	465.00'	08°29' 19"	44.53'	22.29'	22.29'	S 26°45' 27" W
15	807.00'	01°03' 03"	14.80'	14.80'	7.40'	S 05°56' 06" E



CERTIFICATE OF OWNERSHIP AND DEDICATION
 AS OWNER, I, SEAN COATNEY, MEMBER OF STONE CREEK DEVELOPMENT, LLC, 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. WE HEREBY DEDICATE, GRANT AND CONVEY THE RIGHT-OF-WAY AND EASEMENTS SHOWN HEREON TO THE PUBLIC. FURTHERMORE, I 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.

SEAN COATNEY, MEMBER

ACKNOWLEDGEMENT
 STATE OF MISSOURI
 COUNTY OF GREENE, SS.

ON THE _____ DAY OF _____, 2023, BEFORE ME PERSONALLY APPEARED SEAN COATNEY, MEMBER OF STONE CREEK DEVELOPMENT, LLC, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

IN WITNESS WHEREOF I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN _____ COUNTY, MISSOURI, THE FIRST DAY WRITTEN ABOVE.

NOTARY PUBLIC: _____
 PRINT NAME: _____
 MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL

I, _____, City Clerk of the City of Republic, Greene County, Missouri, do hereby certify that the plat of STONE CREEK FALLS PHASE ONE 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 _____

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 STONE CREEK FALLS PHASE ONE conforms to the City of Republic Land Use Regulations, in accordance with Title IV of the Republic Code of Ordinances.

City Planner _____ Date _____

KNOWN ALL MEN BY THESE PRESENTS THAT I, LAWRENCE E JANSEN, DO HEREBY DECLARE THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED, AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREON WERE PLACED UNDER THE PERSONAL SUPERVISION OF LAWRENCE E JANSEN LS-2385 IN ACCORDANCE WITH THE MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF REPUBLIC, MISSOURI.

Lawrence E Jansen 6-05-23
 LAWRENCE E. JANSEN PLS 2385 DATE

CLASS "URBAN" SURVEY
 EIP - Existing Iron Pin
 SP - Set Iron Pin
 PM - Permanent monuments
 B/S - Building Setback
 U/E - Utility Easement
 D/E - Drainage Easement
 X - Fence Line

Job No.: 2103-041
 Date: 6-05-2023

GLOBAL
 PRECISION SURVEYING, L.L.C.
 P.O. BOX 790, REPUBLIC, MO 65738
 PHONE (417) 883-0300 FAX (417) 883-0335
 CERTIFICATE OF AUTHORITY
 NUMBER LS-2010000563



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: July 18, 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 County 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

CITY OF REPUBLIC, MISSOURI

By: _____
Bob Dixon
Presiding Commissioner

By: _____
David Cameron, City Administrator

By: _____
Rusty MacLachlan
Commissioner 1st District

ATTEST:

By: _____
John C. Russell
Commissioner 2nd District

By: _____
Laura Burbridge, City Clerk

ATTEST:

APPROVED AS TO FORM:

By: _____
Shane Schoeller, Greene County Clerk

By: _____
Megan E. McCullough, City Attorney

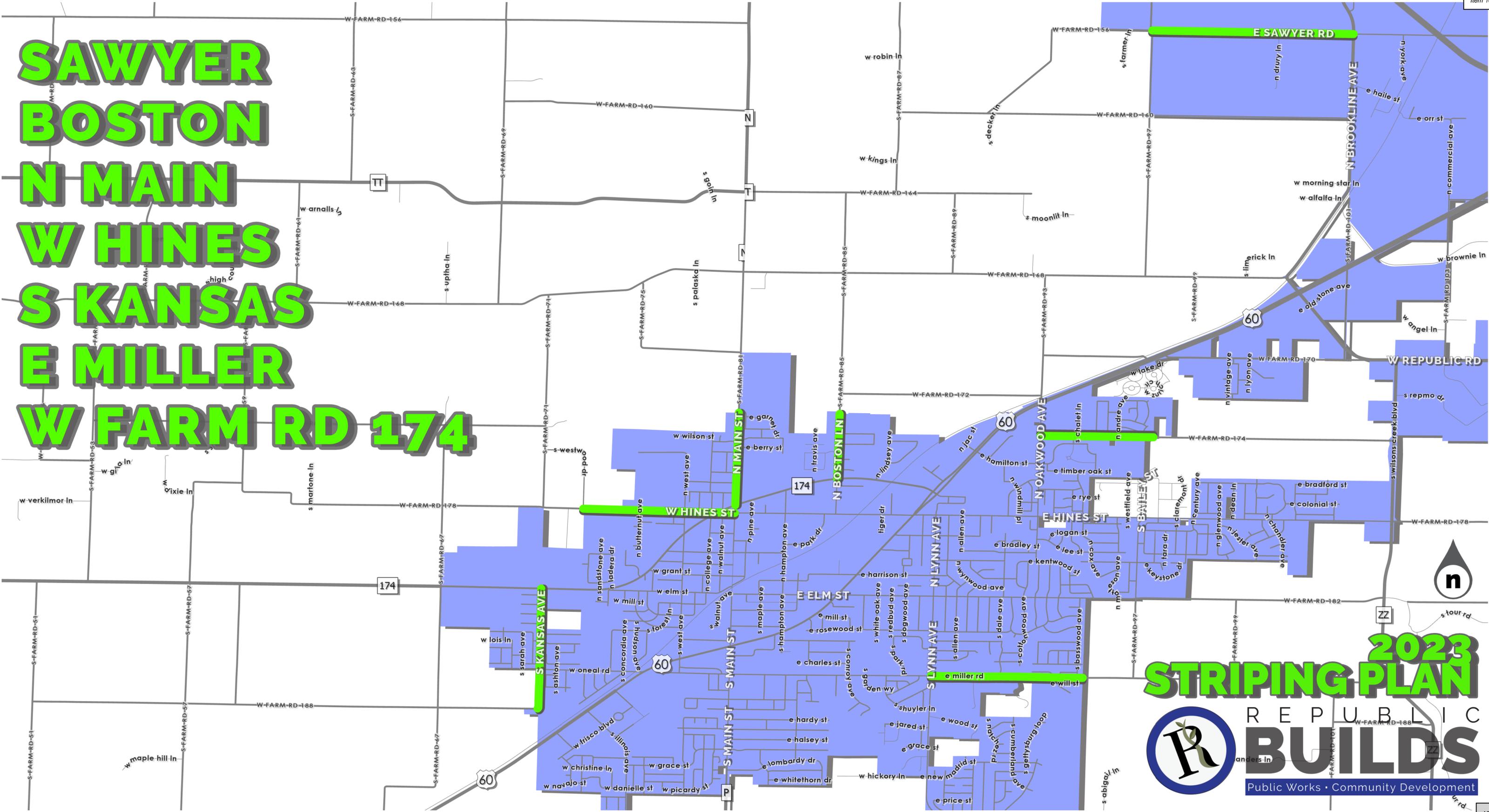
**GREENE COUNTY HIGHWAY
ADMINISTRATOR**

By: _____
Adam Humphrey

APPROVED AS TO FORM:

By: _____
Austin Fax, Attorney for Greene County

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: July 18, 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:

OWNER
MAGERS REPUBLIC NO
3C LLC

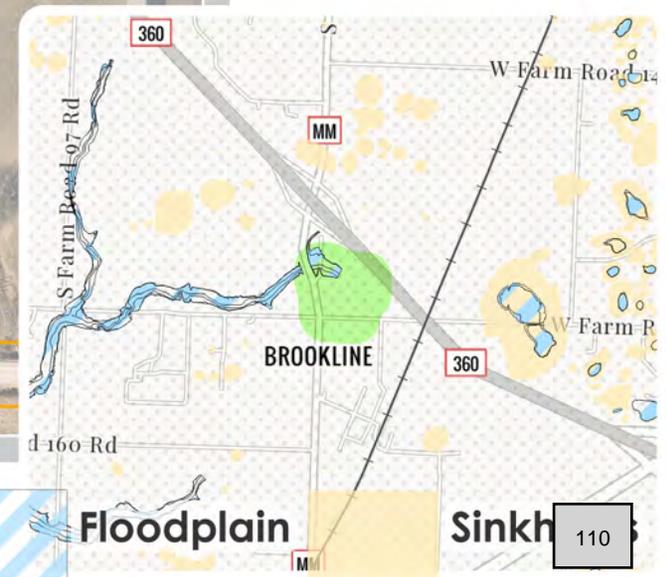
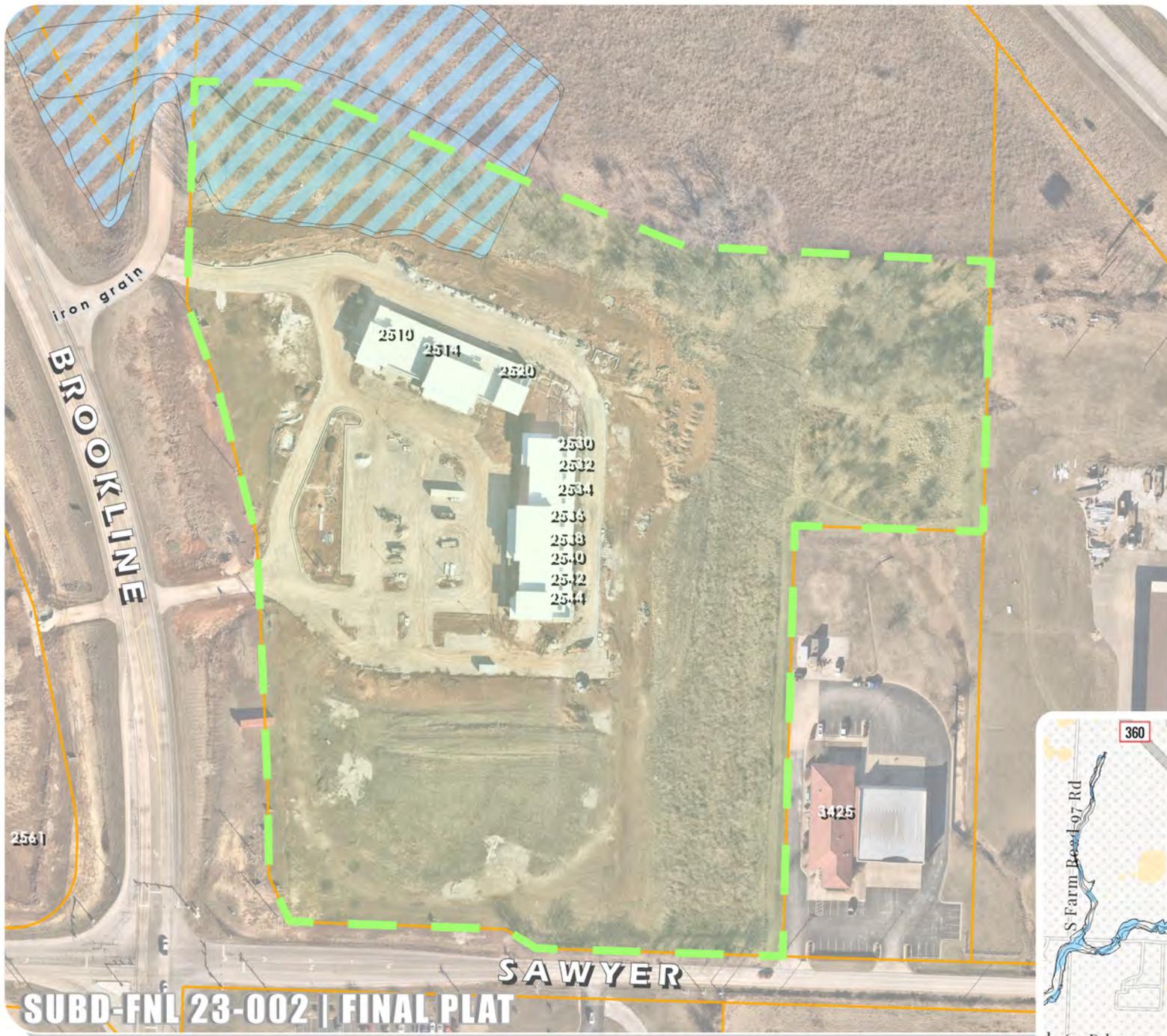
ADDRESS
2510 S ST HWY MM

PIN
881435300010

ZONING
PDD || REQUESTED: N/A

WARD
2

ACREAGE
14.62



SUBD-FNL 23-002 | FINAL PLAT

IRON GRAIN DISTRICT
PHASE ONE

Site Extent

Floodplain

Sinkhole 110



(IN FEET)
1 inch = 60 ft.
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

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: *[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 this 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.

Randy Magers, Manager/Member
Magers Republic No 3C LLC
Date: _____

ACKNOWLEDGMENT
State of Missouri }
County of _____ } SS

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.

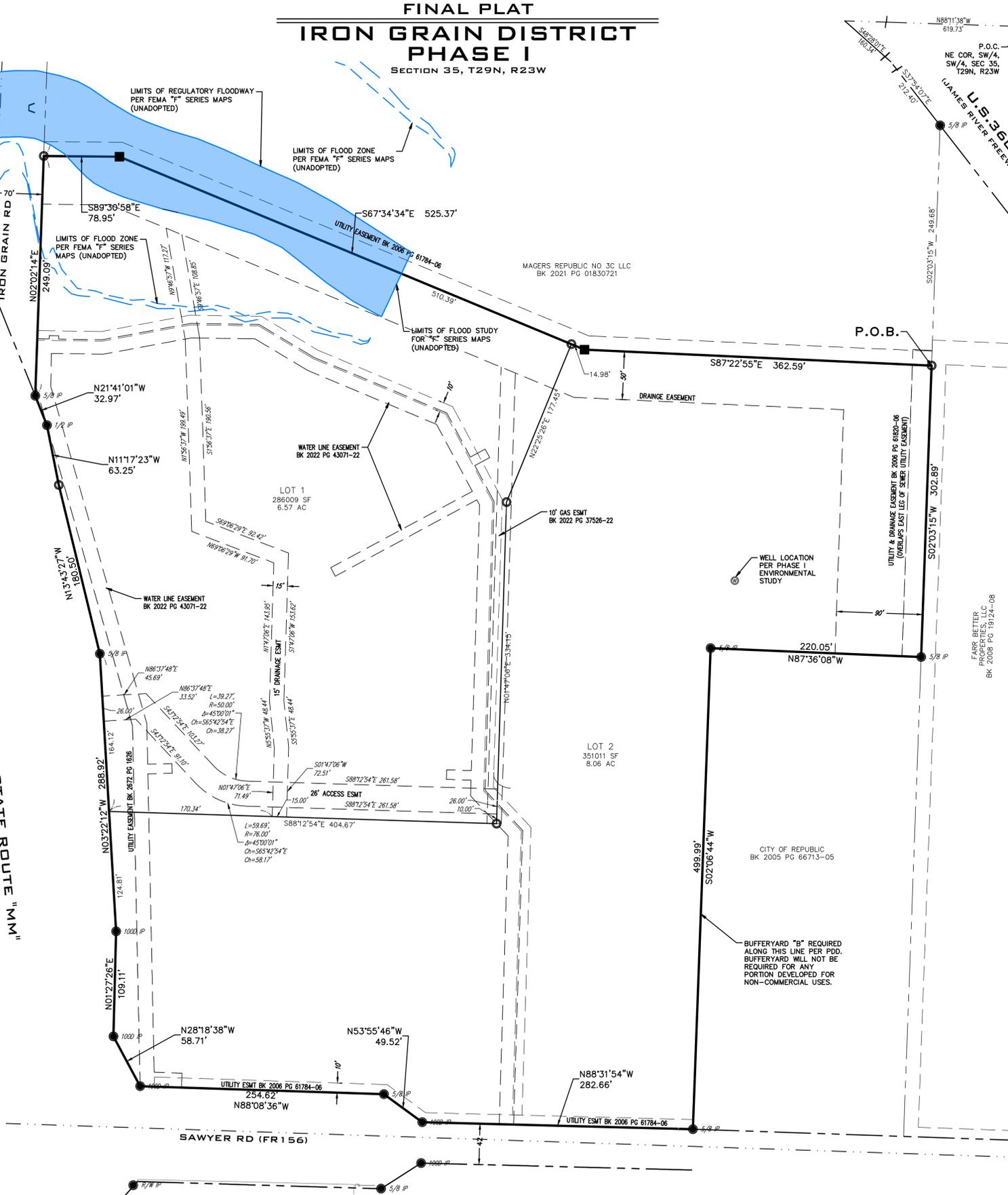
PROPERTY DESCRIPTION (Parent Tract Book 2021 Page 01830721)
All that part of the Southwest Quarter of the Southwest Quarter of Section 35, Township 29 North, Range 23 West of the Fifth Principal Meridian, Greene County, Missouri, being more particularly described as follows: BEGINNING at the Northeast corner of the Southwest Quarter of 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 249.58 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"



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

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 Acreage 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-Spauling, 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.

Table with columns for REVISIONS, SCALE (1" = 60'), FIELD BY (JS, AL), DRAWN BY (DRB), CHECKED BY (JS), DATE, and BY.

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

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

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



DATE: 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: July 18, 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 (RI-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 (R1-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. In 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:

CITY OF REPUBLIC, MISSOURI

By: _____
(Signature)

By: _____
David Cameron, City Administrator

(Printed Name)

Approved as to Finance/Budget:

(Title)

Bob Ford, Finance Director

Approved as to Form:

Megan McCullough, City Attorney

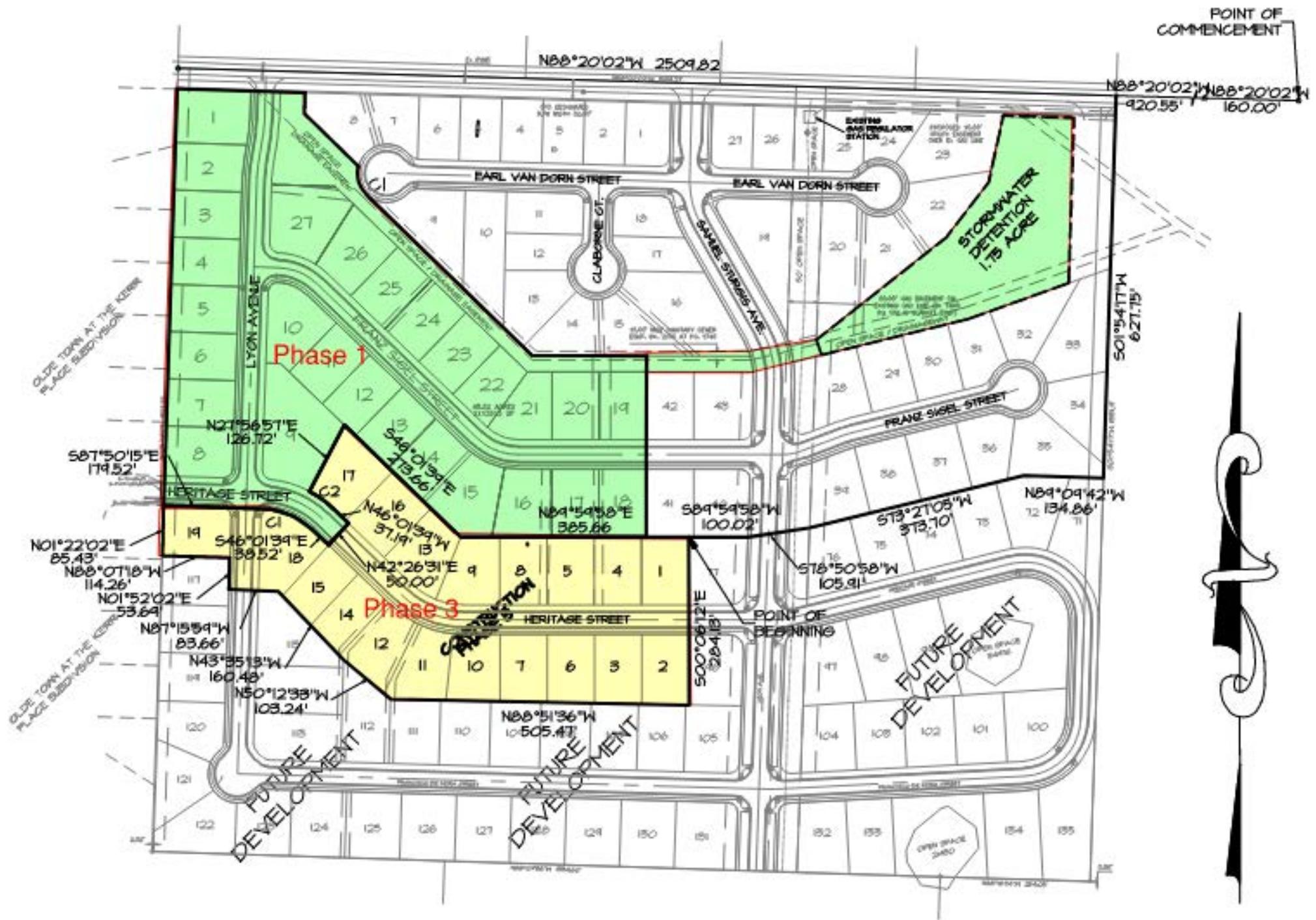
Exhibit A

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: July 18, 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:

Project
 Rezone

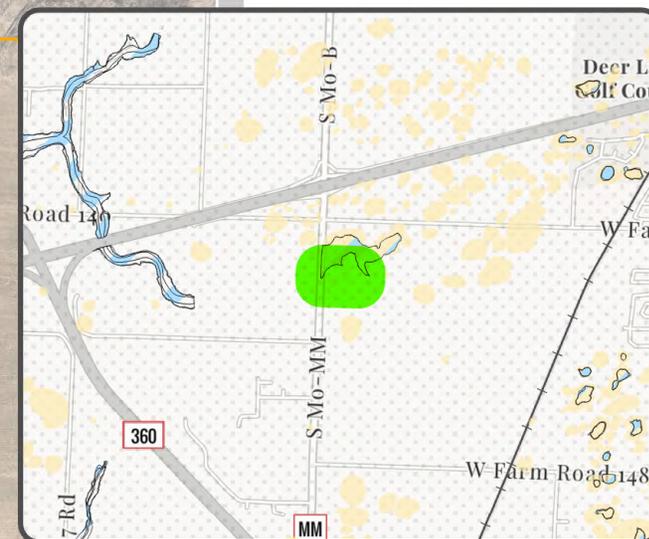
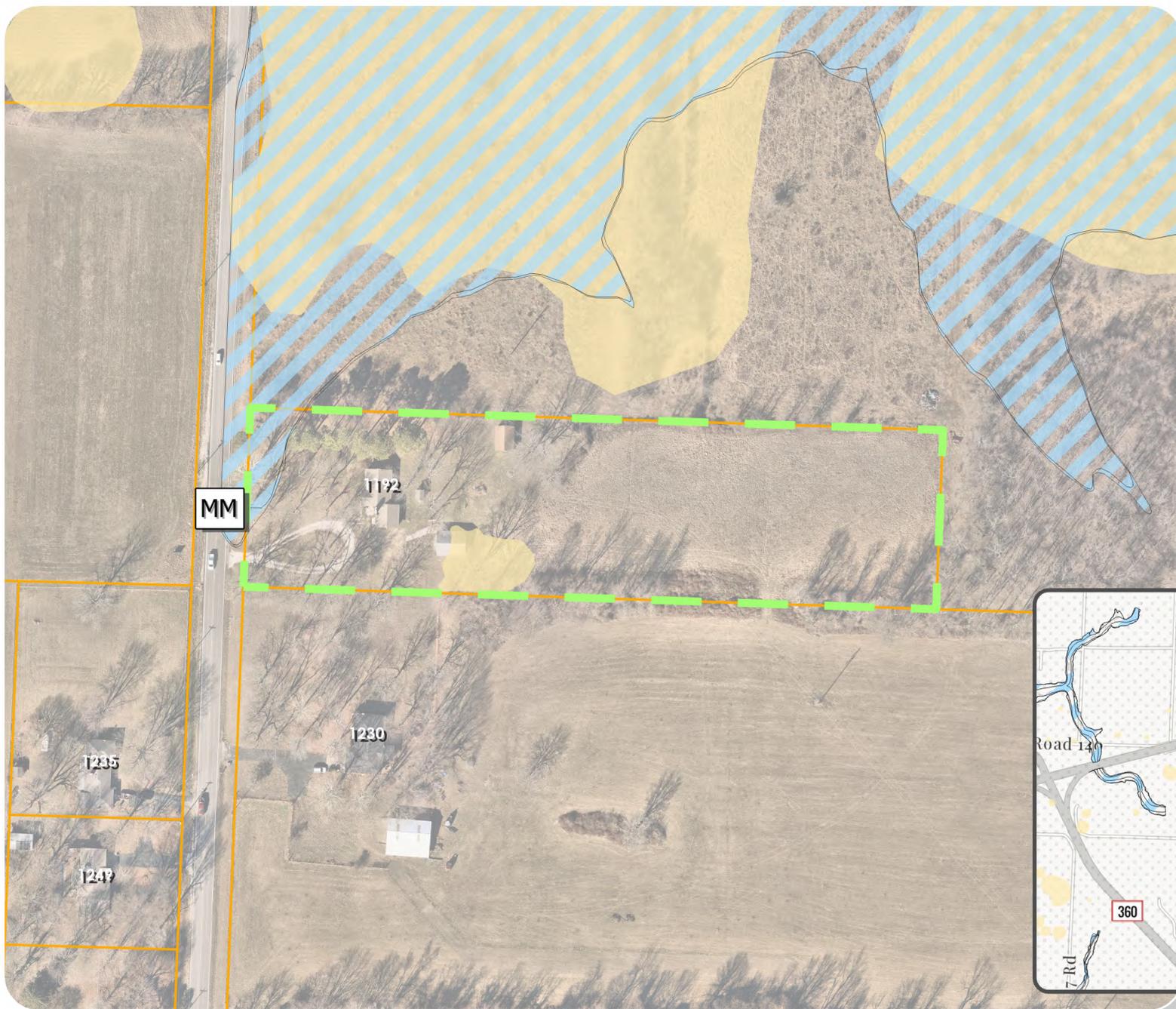
Address
 1192 S St Hwy MM

Zoning
 AG

Requested Zoning
 M-2

Acreage
 1.1

Ward
 2



0 140 280 Feet

REZN 23-003

Site Extent
 Floodplain

Sinkholes
 Parcels Greene County



Project
Rezone

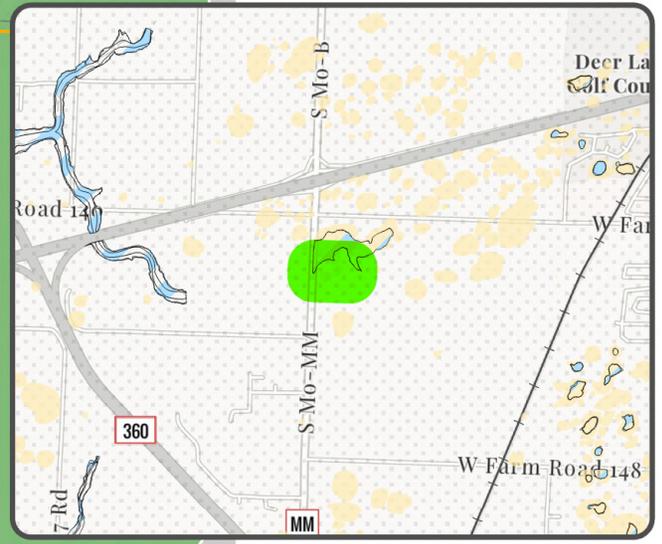
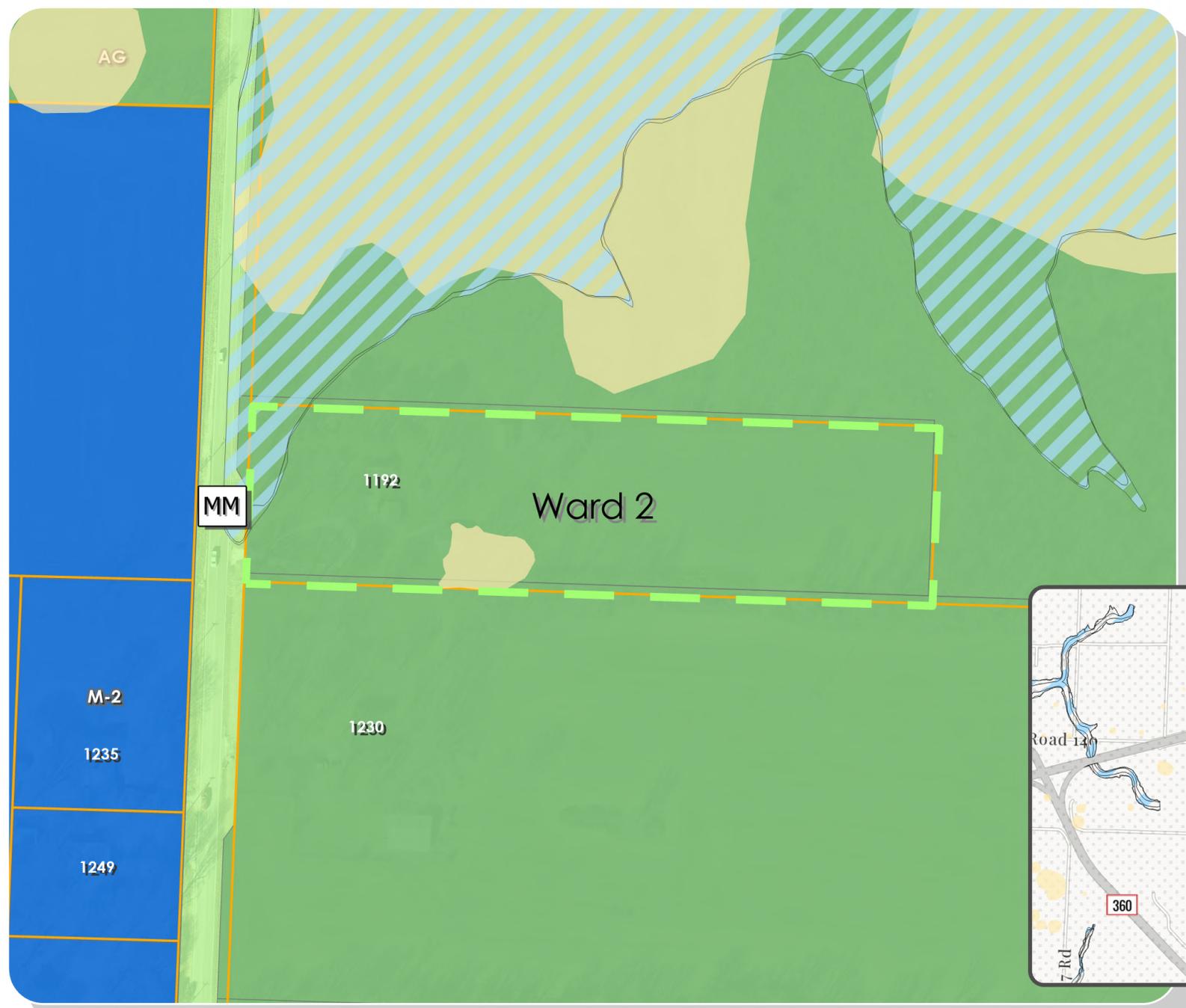
Address
1192 S St Hwy MM

Zoning
AG

Requested Zoning
M-2

Acreage
1.1

Ward
2



REZN 23-003

 Site Extent
 Floodplain

 Sinkholes
 Parcels Greene County

Findings of Fact

Date of Hearing:

Time:

Type of Application:

07/10/2023

6:00

Rezoning

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

Date of Hearing:

07/10/2023

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

1192 S St Hwy MM (REZN 23-003)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

AG to M-2 4 acres on SHMM
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:

Approval Denial

Commissioner Name:

Brian Dabrowski

Commissioner Signature:



Date:

7-10-23

Findings of Fact

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

Name of Applicant: 1192 S St Hwy MM (REZN 23-003) Location: City Council Chambers

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

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

Statement of Relevant Facts Found:

[Empty box for 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: [Signature] Commissioner Signature: [Signature] Date: 7/10/23

Findings of Fact

Date of Hearing:

07/10/2023

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

1192 S St Hwy MM (REZN 23-003)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

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

Approval Denial

Commissioner Name:

Ryan A. Ellis III

Commissioner Signature:

Ryan A. Ellis III

Date:

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: July 18, 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 McElhane 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.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



Project
Rezone

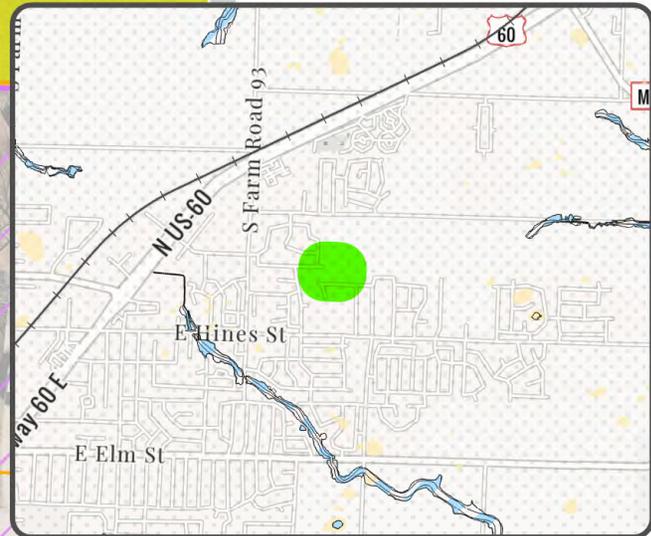
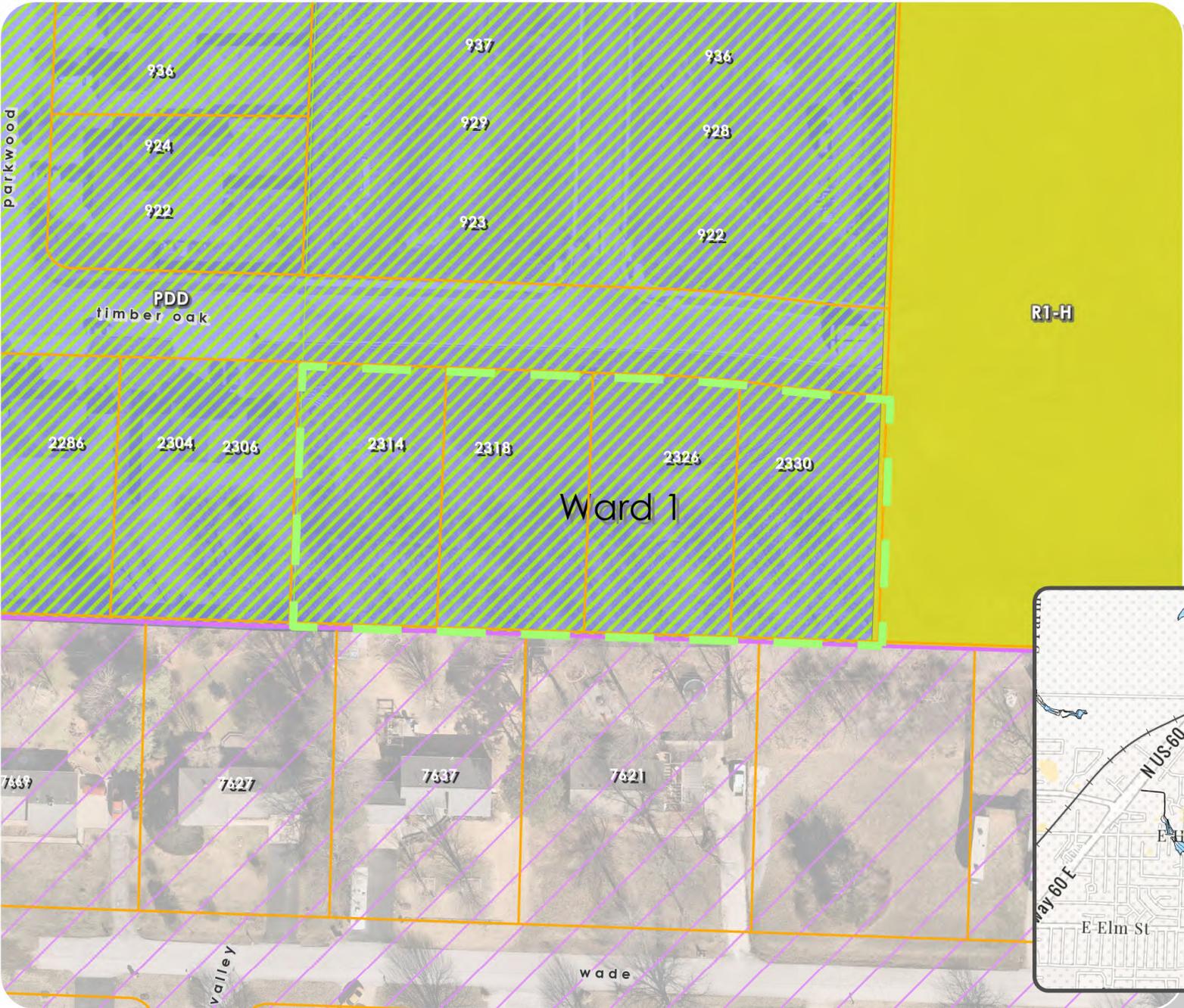
Address
2314-2330 E Timber Oak St

Zoning
PDD

Requested Zoning
R-2

Acreage
1.1

Ward
1



REZN 23-004

 Site Extent
 Floodplain

 Sinkholes
 Parcels Greene County

Project
 Rezone

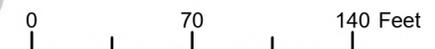
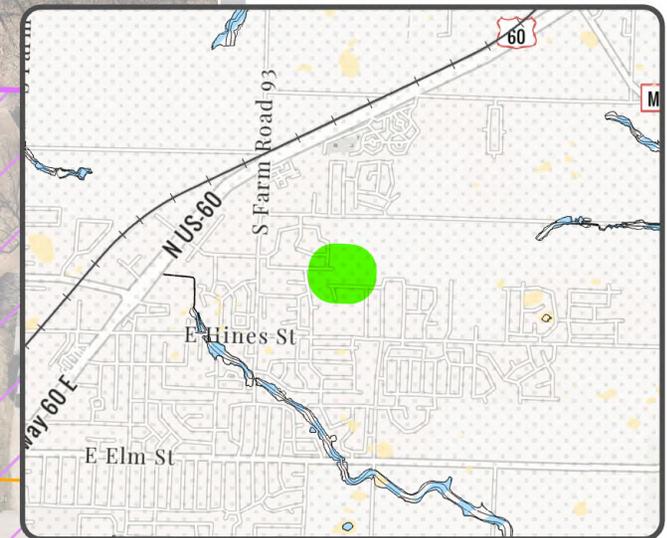
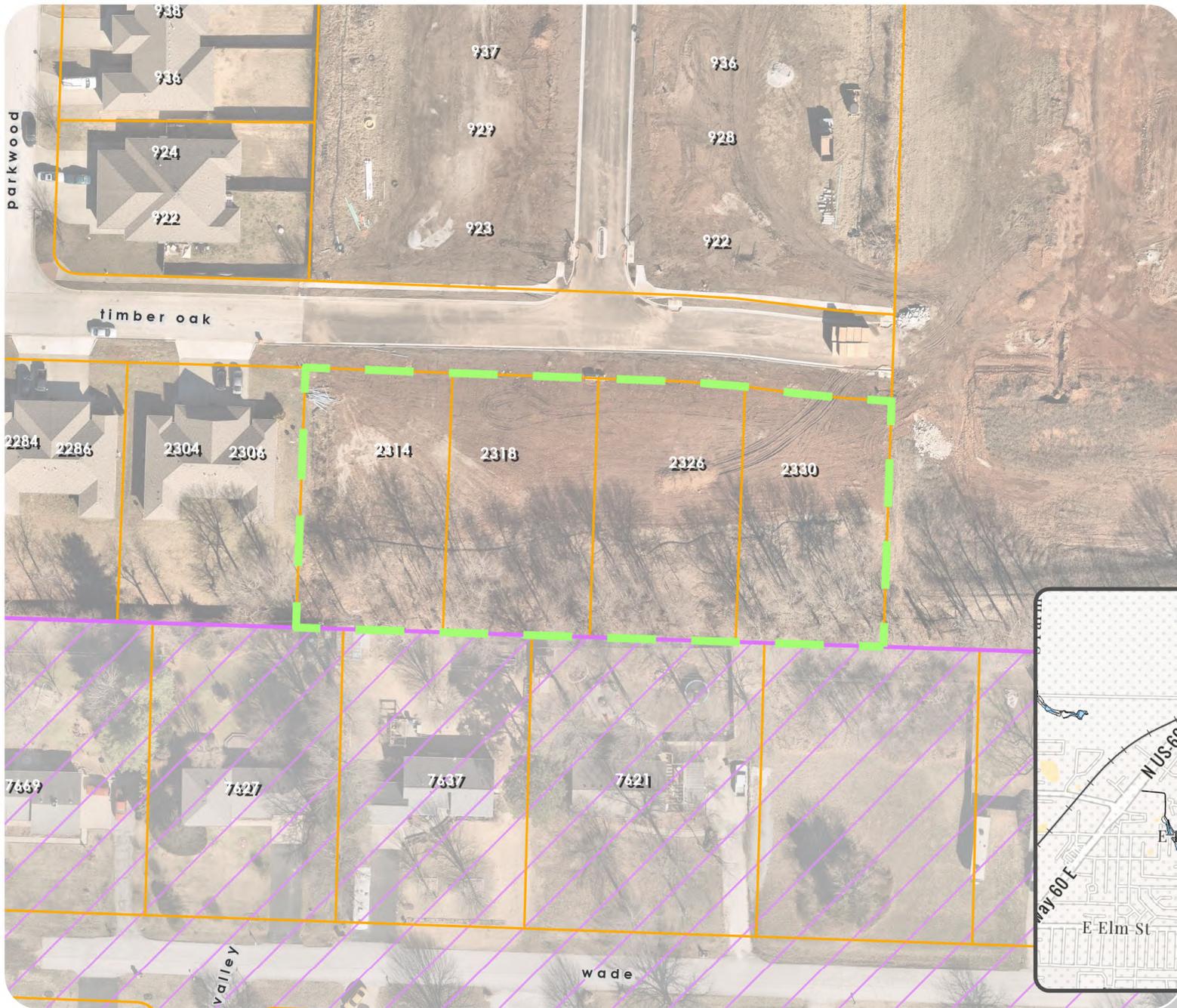
Address
 2314-2330 E Timber Oak St

Zoning
 PDD

Requested Zoning
 R-2

Acreage
 1.1

Ward
 1



REZN 23-004

Site Extent
 Floodplain

Sinkholes
 Parcels Greene County

Findings of Fact

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 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 ^(H) ~~water~~ water runoff.
Explained by Chris & Garrett.

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

Commissioner Name:

SYNTHIA HYDER

Commissioner Signature:

C. Hyder

Date:

7/10/23

Findings of Fact

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 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:

4 properties of 12 stories PPD to R-2
City Facilities can support the development
Citizen concerns about water runoff from developed area to houses on Wade street. III

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

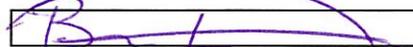
Based on these findings, I have concluded to recommend the application to the City Council for:

Approval Denial

Commissioner Name:

Brian Debrauer

Commissioner Signature:



Date:

7-10-23

Findings of Fact

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

[Signature]

7/10/23

Findings of Fact

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:

Travis A. Ellis

[Signature]

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: July 18, 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 PROVIDING 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-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.

Submitted By: Garrett Brickner, Assistant BUILDS Administrator

Date: July 18, 2023

Issue Statement

To Authorize the Execution of Task order 14 with Burns & McDonnell.

Discussion and/or Analysis

As part of the master service agreement with Burns & McDonnell, the BUILDS Department would like to authorize Task Order 14 with a not to exceed amount of \$60,000. Burns & McDonnell will assist City of Republic in administering an internal closed-circuit television (TV) pipe inspection of 61,000 linear feet of sewer line, development and implementation of schedule and plan for addressing deficiencies discovered and assist in overseeing the lining projects. The work will be in conformance with the National Association of Sewer Services Companies (NASSCO) Pipeline Assessment Certification Program (PACP). Burns & McDonnell will review video and PACP Sewer Reports with Scoring provided by TV Contractor and provide a prioritized list of repairs to reduce I/I in the city's collection system. Segments to be inspected are based on the findings of the smoke testing completed under Task Order No. 13.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING EXECUTION OF A TASK ORDER FOR ENGINEER-OWNER AGREEMENT FOR TASK ORDER NO. 14 WITH BURNS AND MCDONNELL ENGINEERING CO., INC. RELATING TO THE WASTEWATER TREATMENT IMPROVEMENTS

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, on February 20, 2018, via Resolution 18-R-11, the Council authorized the City to engage Burns & McDonnell Engineering Co., Inc. (“Engineer”) to provide engineering design and construction services on the water, wastewater and stormwater portions of the City’s Comprehensive Plan (“the Project”); and

WHEREAS, pursuant to such authorization, on or about January 2, 2018, the City and Engineer entered into a Professional Services Agreement – Task Order – Engineer-Owner Agreement (“Master Services Agreement”), which would govern the Project; and

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

WHEREAS, on August 25, 2020, via Resolution 20-R-31, the Council authorized the City to engage Engineer to provide the engineering design of the wastewater treatment facility and collection system (“WWTP”) as part of the Project; and

WHEREAS, on November 8, 2022, via Resolution 22-R-72, the Council authorized the City to engage Engineer to perform smoke testing as an additional service under the Master Services Agreement (pursuant to Task Order No. 13), for the purpose of assisting with the WWTP improvements; and

WHEREAS, the smoke testing revealed certain areas of inflow and infiltration into the City’s sanitary sewer system, which the City now seeks to inspect and remediate with Engineer’s supervision and assistance pursuant to a task order under the Master Services Agreement, more specifically, Task Order No. 14; and

WHEREAS, the City now seeks the Council’s authorization to execute Task Order No. 14 with Engineer, allowing the City to move forward with inspection and remediation of the affected areas of the sanitary sewer system pursuant to Task Order No. 14 under the Master Services Agreement.

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

- Section 1.** The City Administrator, or designee, on behalf of the City, is authorized to execute the *Task Order for Engineer-Owner Agreement, Task Order No. 14*, to be in substantially the same form as that attached hereto as “Attachment 1,” and further to provide or execute any other document(s) required to effect full and complete execution of said agreement.
- Section 2.** The City Administrator, or designee, on behalf of the City, is authorized to take the necessary steps to execute this Resolution.
- Section 3.** The whereas clauses are hereby specifically incorporated herein by reference.

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

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

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

**TASK ORDER FOR
ENGINEER-OWNER AGREEMENT**

Exhibit A – Task Order No. 14

Task Order No. 14 is entered into and authorized by City of Republic, Missouri this ___ day of June 2023, by and between City of Republic, Missouri (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER).

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

Scope of Services:

- A. ENGINEER will assist OWNER in administering an internal closed-circuit television (TV) pipe inspection and lining project. For a description of the scope of services to be provided, see attached Exhibit B.

Compensation:

- A. Amount of Payment:
 - 1. For Services performed, OWNER shall pay ENGINEER the lump sum amount of Sixty Thousand Dollars (\$60,000.00).
 - 2. For additional, reduced, or changed Scope of Services, the amount of payment shall be adjusted on a mutually agreeable lump sum basis.
- B. Statements:
 - 1. Monthly statements will be submitted by ENGINEER to OWNER. Statements will be based on ENGINEER's estimated percent of Services completed at the end of the preceding month.

Time of Service:

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

Other Terms:

- A. The terms of this Task Order supersede any contrary terms of the Engineer-Owner Agreement.



IN WITNESS WHEREOF, the parties have made and executed this TASK ORDER as of the day and year first above written.

OWNER: City of Republic, Missouri

ENGINEER: Burns & McDonnell
Engineering Company, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit B – Task Order No. 14

**City of Republic, Missouri
2023 Sanitary Sewer Clean, TV and Lining Support**

Objective: ENGINEER will assist OWNER in administering an internal closed-circuit television (TV) pipe inspection and lining project. The work will be in conformance with the National Association of Sewer Services Companies (NASSCO) Pipeline Assessment Certification Program (PACP). ENGINEER will review video and PACP Sewer Reports with Scoring provided by TV Contractor and provide a prioritized list of repairs to reduce I/I in the OWNER’s collection system. Segments to be inspected are based on the findings of the smoke testing completed under Task Order No. 13.

Scope of Services:

1. Project Management
 - a. Manage and administer project and allocate ENGINEER’s resources to complete the project. Prepare and submit monthly invoices.
 - b. Provide Quality Control/Quality Assurance for ENGINEER’s services.
2. I/I Program Development
 - a. Assist the OWNER with the preparation of a Request for Proposals (RFP) for the selection of TV Contractor to provide inspection for the 61,000 LF of sewers to be cleaned and televised. Additionally, the RFP will include a request for unit prices to complete lining as required.
 - b. Conduct monthly progress meetings with OWNER and TV Contractor during investigation, design and construction phases. Prepare agenda and distribute meeting notes. Six (6) meetings are included in this scope.
 - d. Assist the OWNER in responding to inquiries from property owners during investigation and construction phases of the project.
 - e. Assist the OWNER to evaluate data management procedures for receiving and processing Sanitary Sewer Evaluation Survey (SSES) data including NASSCO compliant PACP inspections and NASSCO Compliant MACP Inspections, smoke testing and dye testing results in support the OWNER’s I/I program. Procedure will include a strategy for tracking defects identified vs. removed and completed construction activities during execution of the I/I Program.
 - f. Assist the OWNER with developing procedure for coordinating and prioritizing gravity sewer and/or manhole assets for inspection and/or rehabilitation as well as timing of post-construction flow monitoring needs.
3. Field Investigation
 - a. Perform up to two (2) visits during work to observe progress of TV Contractor.
 - b. Review and process the TV Contractor’s monthly payment requests (three anticipated), and forward to OWNER if deemed appropriate.
 - c. Review TV Contractor’s documentation and administer the processing of ‘Heavy Cleaning Requests’, change orders, including applications for extension of the Contract Time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, assist OWNER in negotiations with the Contractor to obtain a cost for the work.

- d. Review field investigation data as provided by the TV Contractor to develop prioritized repair list. Data provided by TV Contractor will include:
 - i. PACP Access Database
 - ii. PACP Sewer Reports with Scoring
 - iii. PACP Pipe Run (Inspection) and Feature/Defect Photograph Reports
 - iv. TV inspection data with viewer in the Inspector’s native software
 - v. TV Video
 - vi. Feature/Defect Photographs
 - vii. Project Summary Report
 - viii. Field Changes Map
- 4. Prepare a Recommended Improvements Layout Map for the data collection area. Use orthographic imagery as the map background. Specific repairs being performed shall be identified using an appropriate legend.
- 5. CIP Lining
 - a. Based on the Recommended Improvements Layout Map for the data collection area, solicit a proposal from the TV Contractor to complete lining repairs as necessary.
 - b. Perform up to two (2) visits during work to observe progress of TV Contractor.
 - c. Review and process the TV Contractor’s monthly payment requests (three anticipated), and forward to OWNER if deemed appropriate.
 - d. Evaluate the cost and scheduling aspects of all change orders and, where necessary, assist OWNER in negotiations with the TV Contractor to obtain a cost for the work.

Schedule:

- 1. The anticipated key project milestones are listed below.

Milestone Date	Activity
Week of 6/12/2023	Notice to Proceed (this Task Order)
Week of 9/12/2023	Inspection Field Work Completed by TV Contractor
Week of 12/12/2023	Lining Field Work Completed by TV Contractor
Week of 12/12/2023	Estimated Project Completion

*This schedule is dependent on the TV Contractor’s completion of work.

Responsibilities of OWNER:

- 1. Attend project meetings.

2. Review and provide comments on the draft deliverables.
3. Respond to requests for information submitted by ENGINEER in a timely manner.
4. Advertise RFP documents for selection of the TV Contractor.
5. Provide and respond to resident and property owner concerns.
6. Complete point repairs, etc. as required to support lining.



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-R-42 A Resolution of the City Council Awarding the Bid for Sewer Flow Metering Equipment to Core & Main LP.
Submitted By: Garrett Brickner, Assistant BUILDS Administrator
Date: July 18, 2023

Issue Statement

To award a bid for Sewer monitoring flow equipment to Core & Main LP.

Discussion and/or Analysis

The city requested bids for Sewer flow monitoring equipment and received 2 bids, of which Core & Main LP was the lowest at \$56,092.15. This equipment will be utilized as the city implements I&I reduction strategies to track effectiveness and identify other areas of high I&I throughout the city.

Recommended Action

Staff recommends approval.

RESOLUTION NO. 23-R-42

A RESOLUTION OF THE CITY COUNCIL AWARDING THE BID FOR SEWER FLOW METERING EQUIPMENT TO CORE & MAIN LP

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, as part of the City’s ongoing efforts to reduce inflow and infiltration into the City’s wastewater and sewer system, the City’s BUILDS Department has identified a need to monitor and track inflow and infiltration (“I&I”); and

WHEREAS, in order to accurately and efficiently monitor and track the I&I, the BUILDS Department recommends the use of Sewer Flow Metering Equipment (“the Equipment”); and

WHEREAS, the City recently published an Invitation for Bids wherein it solicited sealed bids for the provision of the Equipment; and

WHEREAS, two bids were received in response to the City’s solicitation; and

WHEREAS, after hearing presentation and recommendations by City staff, the City Council desires to accept the bid submitted by Core & Main LP, as it appears to demonstrate the necessary qualifications for a responsible bid and is the lowest cost to the City at an estimated total expenditure of \$56,092.15.

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

- Section 1.** The submitted bid from Core & Main LP, attached as “Exhibit 1” and expressly incorporated herein, is hereby accepted at the estimated cost(s) shown thereon, but in no event to exceed a total of \$56,092.15 without separate approval 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.
- 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.

RESOLUTION NO. 23-R-42

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



RESPONSE TO INVITATION TO BID FOR

City of Republic, MO Sanitary Sewer Flow Metering 2023

SUBMISSION DATE:
MONDAY, JULY 10, 2023
3:00PM CST

SUBMITTED TO:
CITY OF REPUBLIC
C/O CITY CLERK, LAURA BURBRIDGE
213 N. MAIN AVENUE
REPUBLIC, MO 65738





July 10th, 2023
City of Republic
c/o City Clerk, Laura Burbridge
213 N. Main Avenue
Republic, MO

Response to Sanitary Sewer Flow Metering 2023 IFB

Core & Main LP (“Core & Main”) is pleased to present the following response to the City of Republic’s request for Sanitary Sewer Flow Metering. Core & Main has a long history of providing our customers high-quality. We are proud to present this Advanced Monitoring Solution to the City with our best-in-class vendor partners, Utility Systems Science & Software (US3), and *infinittii ai*.

Core & Main will provide five (5) flow meters and one (1) rain gauge. The data will be tracked and monitored on cloud-based redundant, secure servers, with access from virtually any web-enabled device.

The advantages of selecting the Core & Main Team include the following:

- Improved data accuracy with non-contact AV Flow Meters.
- Elimination of Confined Space Entry Risks.
- Near-Real time Metrics Dashboard/Reporting.
- Local Core & Main Branch Office – Springfield.
- 24x7 secure server access via a web browser to view system status and data.
- Direct, relevant experience of over 15 years with Wastewater Monitoring Services.
- An excellent reputation for providing high quality-engineering Services within stipulated budgets and schedules.
- US3 is one of the USA’s leading sewer flow monitoring companies and a Top 100 Minority-owned Engineering Company.

Our **Advanced Monitoring Solution** is purpose-built for utilities and will allow the City of Republic to meet its objective of obtaining 5 flow meters and 1 rain gauge before December 1st, 2023.

Core & Main is committed to helping the City of Republic through an integrated solution that supports the requirements outlined in the Invitation for Bid.



Kaleb Breshears, Meter Specialist II, will be the primary contact throughout the bid evaluation and next steps.

Kaleb Breshears
Meter Specialist II
kaleb.breshears@coreandmain.com
(816) 598-2754

We look forward to the opportunity to provide the City of Republic with a high-performance Sanitary Sewer Flow Metering System and a highly successful implementation.

Best regards,

A handwritten signature in black ink, appearing to read "Jerry Pope".

Jerry Pope
2854 E Kearney St.
Springfield, MO 65803
Phone: (254) 772-7910

Principals:

Chief Executive Officer: Steve LeClair
Regional Vice President: Rich Schaefer

1.0 Core & Main and Our Partners

COMPANY BACKGROUND & HISTORY

Core & Main was established in 2017 and built on the foundation of 80+ legacy companies, including HD Supply Waterworks, Hughes Supply, and National Waterworks. Our products and services are integral to building, repairing, and maintaining water and wastewater systems. They serve as part of the basic municipal infrastructure required to support population and economic growth, including residential and commercial construction. Core & Main holds a leading market position in the United States for water, sewer, storm drain, and fire protection products and services.



CORE & MAIN EXPERTISE

Core & Main engineers and technical personnel have applied advanced instrumentation system technology to water/wastewater open channel flow monitoring, pipeline evaluation, engineering, and data analysis, coupled with the power of the Internet. This unique integrated systems approach allows the company to bring greater insight and intelligence in gathering information about our clients' water and wastewater system performance and, in turn, support fulfilling their commitments to design, manage, operate, and maintain these systems cost-effectively.

We have over 4,500 employees across 49 states and 325+ locations that strive daily to provide local knowledge, experience, and service nationwide. Our brick-and-mortar location closest to the City of Republic is in Springfield, MO.

OUR PARTNERS

UTILITY SYSTEMS SCIENCE & SOFTWARE, INC. (US3)

Utility Systems Science & Software, Inc. (“US3”) is a specialty service company providing wastewater monitoring and control for Utilities since 1996, performing sewer flow monitoring services 24/7 throughout North America. US3



engineers and technical personnel have applied advanced instrumentation system technology to water/wastewater monitoring & control systems, pipeline evaluation, engineering, and data analysis. US3’s industrial hardware & software solutions address production operations, performance, utility intelligence, operations management, and collaboration. By relentlessly focusing on solving our customers’ most pressing

operational problems and delivering robust, secure, and easy-to-use solutions to solve those problems. Utility Systems Science & Software has grown to become one of the leading sewer flow monitoring companies in the USA.

INFINITII AI, INC.

Trusted since 2014 to provide environmental monitoring to many of the largest water utilities in North America, *infinittii ai* (formerly Carl Data Solutions Inc.) has evolved into a leader in AI-driven predictive analytics for industrial and Smart City infrastructure applications that rely on time-series data. *infinittii ai* software performs real-time analysis, checks flow monitoring status, sets alarms through a single interface, accepts all types of data from any source, and offers predictive (what will happen) and prescriptive (what should happen) analytics. *infinittii ai* transforms raw data into actionable information. Customers include more than 70 smart city and Industrial Infrastructure organizations including Los Angeles, Boston, Miami, Dallas, Seattle, Vancouver, and Toronto.



2.0 Project Approach

2.1 FLOW MONITORING EQUIPMENT

We are pleased to offer the City of Republic an equal of the manufacturers called out in the IFB – a low-maintenance, non-contact, open-channel flow meter. The **US3 FlexFlow IQ** utilizes a sophisticated combination of digital radar velocity sensing and ultrasonic depth sensing to provide continuous flow measurements. Data collected by the FlexFlow will be logged and transmitted by a **US3 AMS RTU**, utilizing a cellular network, to the web-based software platform.



FlexFlow IQ sensors are well-suited for uninterrupted functioning in the most challenging environments, including high solids content, high temperature, shallow and caustic flows, large, manufactured channels, and velocities up to 65 ft/s. Since they are installed outside the process flow, there is no fouling by grease or debris, ensuring no flow data is lost. The sensors typically remain reliable and steady for up to three years without site calibration and can maintain their accuracy in low flow depths and surcharge conditions.

No sewer bands or probes are required for installation, due to the non-contact technology, reducing your costs. No confined space entry is required for installation or maintenance, increasing the safety for your crews.

The battery powered **US3 AMS RTU** is designed for wastewater, flood, and ultra-harsh submersible environments. AMS RTU arrays provide the interface for real-time instrumentation to web-enable the data collected from the FlexFlow IQ instrumentation. Get the data you need when you need it to improve the quality of life in smart communities.



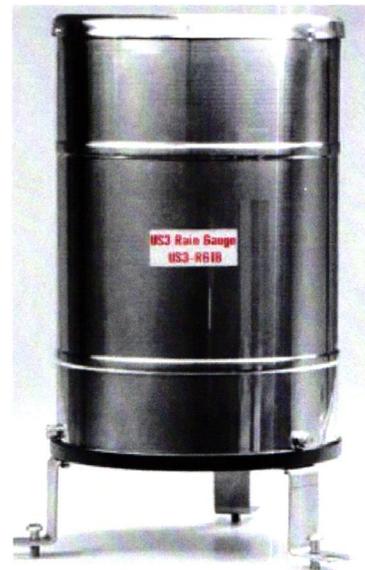
Features include:

- Ultra-high accuracy for flow, level, and velocity outputs
- Non-contact measurement
- Sensor is away from the water for low maintenance
- Nominal power consumption
- RS-485 interface

2.2 RAIN GAUGE EQUIPMENT

Core & Main is pleased to offer the City of Republic an equal reliable tipping bucket-style rain gauge. Data collected by the **US3 Rain Gauge** (an equal to requirements) will be logged and transmitted by the **US3 AMS RTU**, utilizing a cellular network, to the web-based software platform. The US3 Rain Gauge accurately measures rainfall in 0.01" increments.

The US3 Rain Gauge tipping bucket uses a standard tipping bucket mechanism that allows for straightforward and effective rainfall measurement. The geometry and material selection of the bucket, along with the inclusion of a leaf filter, help minimize contamination and errors in the measurement process. The rain gauge features an 8" (200mm) diameter collector funnel. The tipping bucket device is divided into two compartments to enable the measurement of rainfall in fixed increments. The bucket is pivoted at its center and has a preset calibration to tip for a specific amount of rainfall, either 0.5 mm or 1 mm. The tipping action of the bucket magnetically opens and closes a reed switch. When the bucket is full and tips, it triggers the reed switch, generating a pulse signal. The pulse signal from the reed switch is sent to a data logger or AMS RTU.



Pricing for an optional heating plate to measure snowfall data can be provided upon request.

2.3 INSTALLATION

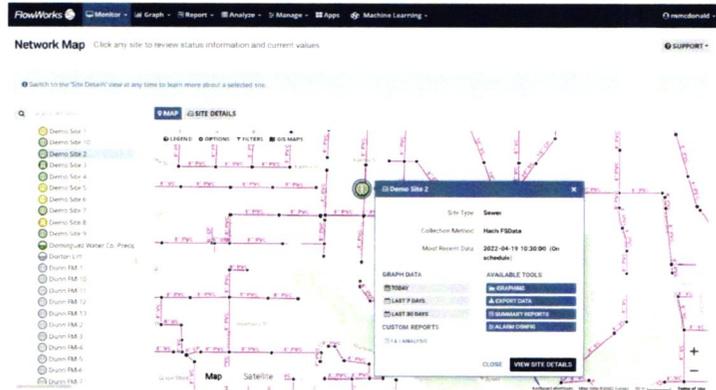
Pricing for installation or installation training is available upon request.

See installation manuals, warranty information, and data sheets in the Appendix.

2.4 WEB-BASED SOFTWARE ANALYTICS PLATFORM

infinittii flowworks

Our solution includes *infinittii flowworks*, a powerful, web-based, interactive, Software-as-a-Service platform of monitoring, analysis, and reporting tools enabling you to manage all your monitoring systems efficiently. Perform real-time analysis, check flow monitoring status, and set alarms through a single interface. With its Artificial Intelligence and Machine Learning-enabled software, *infinittii flowworks* enables you to transform raw data into actionable information. Core & Main can complete integration to obtain USGS weather data from the Republic, MO, location to supplement the precipitation data reported from the physical rain gauges. Core & Main can further augment precipitation data with Gauge-Adjusted Radar Rainfall (GARR) data. GARR data can be obtained from anywhere within your wastewater collection system. The role-based, interactive platform will retrieve flow, level, and rain gauge data every fifteen minutes to provide the City with near-real time access to current conditions across their collection system. All data collected will be stored and available on the platform, enabling graphing, reporting, event logging, and alarming features. City-provided GIS sanitary sewer layer will be imported into the platform to enable the mapping features of the software.

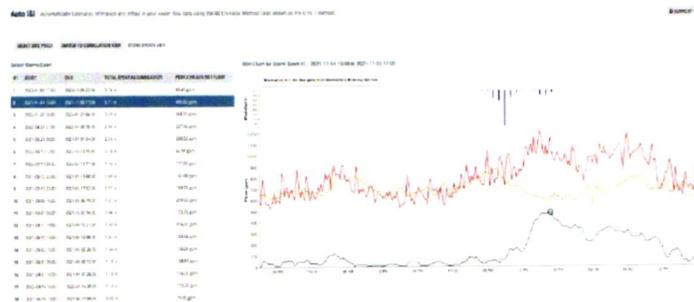


Monitoring and alarm notifications

Infrastructure monitoring made easy. Click on any station to see current values and active alarms. Overlay GIS data to get a complete view of your infrastructure. Define rules and conditions for alarm notifications. Receive instant email, SMS, and voice notifications as soon as an alarm OCCURS. Maintain fine-grained control of alarm settings, behavior, and recipients.

Powerful graphing and reporting

infinittii flowworks graphing enables you to visually display multi-channel data in either a time-series or scatter plot graph format. Freely explore your data with zoom features and navigate through massive volumes of data efficiently.



Customizable layouts

Customizable layouts allow you to control the colors, line types, and plot types. Choose how you want to visualize your data by controlling the number of axes, the labels, and how they are displayed. Quickly save and share your graphs with colleagues.

View relationships and correlations between data channels

Scatter Plots allow you to view relationships and correlations between two or more data channels. A variety of curve fitting functions are available and can be used to visualize trends. Manning equations can be added to your plot to represent the relationship between depth and velocity.

Summarize the status of your network or facility at-a-glance

There are basic summary reports for daily, monthly, and yearly statistics. Create your summary reports for multiple sites and channels. Control the level of detail, grouping, and statistics displayed. Create and incorporate customized display screens to summarize the status of your network or facility at-a-glance.

2.5 ALARMS

Flexibility is vital when it comes to configuring Alarms for your monitoring system. The *infinittii flowworks* application offers the City of Republic a significant level of customization, enabling the definition of rules and conditions to proactively monitor your data as it arrives. The City will have the capability to maintain fine-grained control of alarm settings, behavior, and recipients. Late Alarms can be used to notify when data hasn't arrived on schedule. Communication issues, Surcharge, and No Flow condition alarms can be easily created. Alarms can be configured to trigger on any measurement or combination of measures collected by The City. Immediate alarm notification options include email, SMS, and voice messages to one or more recipients with ease. Alarm escalation can be easily configured through the Dwell Time feature to alert another person should the alarm condition exist for an unacceptable amount of time.

2.6 DATA

The *infinittii flowworks* platform provides a comprehensive platform for logging, storing, retrieving, and reporting all data reported by the monitoring equipment, USGS precipitation data, field events, and triggered alarms. All data collected during the project will be available on the platform and readily available to City staff. Exporting data for archiving or use in another application is accomplished with a single button click. A date range and the desired file format (i.e., CSV) can be selected. The user can specify if the export is to include one or multiple sites. Data can also be retrieved from *infinittii flowworks* via an Application Programming Interface (API) or web service.

2.7 TRAINING AND SUPPORT

Core & Main will provide the City of Republic staff with a one-day training session on software application functions, user navigation, system administration, account management, device configuration, alarms and notifications, data management,

graphing, and reporting. An online Support Center is available from within *infinite* *flowworks* and includes the following:

- A User Guide
- A Knowledge Base
- Support Ticket Submission
- Customer Support Phone Number
- Product News & Updates
- A List of Recent Activities/Articles

2.8 MONITORING AND REPORTING

The Core & Main Team recognizes the value of accessible, near-real time, easy-to-consume, actionable data. This solution will provide a modern, Artificial Intelligence and Machine Learning-enabled analytics platform that the City can access from any web-enabled device. Your collection system's 5-minute interval meter and rain gauge data are transmitted to the platform and available for use by the City.

3.0 References

City of Kingsport
Wastewater Monitoring

Dates: On-going
Contact: Will Stallard, P.E.
Civil Engineer
(423) 224-2921 ;
WillStallard@KingsportTN.gov



Wireless Sewer Flow Monitoring Projects, Wastewater Event Notification, Rainfall derived inflow and infiltration (RDII) of extraneous stormwater and groundwater to the sanitary sewer system analysis, Custom Meter Installation.

City of Houston
Wastewater Monitoring

Dates: On-going
Contact: Robert Riedel, P.E.
Supervising Engineer,
Wastewater Operations
(832) 395-5037 ;
Robert.RiedelIII@houstontx.gov



Sewer Flow Monitoring Project with Integration of City-Wide Wireless Telemetry Network, Wastewater Event Notification Systems, Wastewater Monitoring Training, Custom Meter Installation, Finalist in Environmental Project of the Year.

City of Boston
Wastewater Monitoring

Dates: On-going
Contact: Tony Omobono, P.E.
Vice President , Tetra-Tech Municipal
Infrastructure Services, New England
(617) 443-7571 ; Tony.Omobono@tetrattech.com



Wireless Sewer Flow /Level Monitoring Projects, Wastewater Event Notification, Rainfall Derived inflow and infiltration (RDII) of extraneous stormwater and groundwater to the sanitary sewer system analysis, Custom Meter Installation.

APPENDIX A – PRODUCT SPECIFICATIONS

US3 FLEXFLOW IQ



FlexFlow IQ

OPEN CHANNEL MONITORING

The FlexFlow IQ flow sensors offer maintenance-free, non-contact open channel monitoring, including sewer flow monitoring that can be portable or permanent. FlexFlow is particularly suited for monitoring open channels, utilizing a sophisticated combination of digital radar velocity sensing and ultrasonic depth sensing to provide continuous flow measurements. FlexFlow is available in both wireless and standard versions that can be integrated directly with PLCs.

The FlexFlow sensors are well-suited for uninterrupted functioning in the toughest situations, which may include high solids content, high temperature, shallow and caustic flows, large man-made channels, and high velocities up to 65 ft/s. Since they are installed outside the process flow, there is no fouling by grease or debris, ensuring that no flow data is lost. The sensors typically remain reliable and steady for up to three years without site calibration, and can maintain their accuracy even in low flow depths up to surcharge conditions.

Installing the FlexFlow sensors is easy and straightforward, as they come with mounting brackets that require no additional in-pipe bands or rings. Temporary cross-bar mounts are also available for convenience.



ORDERING INFORMATION

Ordering Information Code:

FLEXFLOW-FN

FlexFlow for Sensus FlexNet
Wireless Flow end-node for Wastewater
Monitoring

FLEXFLOW-GSM

FlexFlow for GSM Networks. Wireless
Flow end-node for
Wastewater Monitoring

FLINT

Installation kit for FlexFlow

US3-DH

Data Hosting & Monitoring Services

FEATURES

- Flow, level and velocity outputs
- Non-contact measurement
- Uses rotatable swivel and easy mounting
- Sensor is away from the water, making the installation safer to achieve
- Standard interfaces for communication with data loggers and other devices
- Extremely low power consumption
- Anti polarity protection
- Compact and solid design – long sensor life with minimal maintenance
- RS-485 interface – allows a connection cable length of up to 1,000 m, allowing data logger and power source to be situated further away
- Wide range of power supply from 7-32 V (typically 12 / 24 V) – allows differing power supplies such as solar panel, battery or grid.

SUITABLE APPLICATIONS

- Rivers/Streams
- Sewer Systems
- Canals
- Irrigation canals
- Process Water Canals
- Outlets / Inlets

SPECIFICATIONS

GENERAL

Network Interfaces: GSM, Modbus RTU, Flexnet, LoRaWAN
Internal Pwr Supply: 13.0 Lithium Thionyl battery or external 12-30V power adaptor
Consumption: 40uA for normal operation 200mA for alarm messaging
Dimensions: 130 x 130 x 75mm
Depth Rating: 0 - 20m
Type Approval: PTCRB, GCF, FCC, CE, RoHS

PERFORMANCE

Velocity: ±0.098ft/s - 65 ft/s or 0.03-20m/s
Accuracy: ±0.1 ft/s or ±0.03m/s
Level Measurement: 131 ft or 40m
Accuracy: ±0.4inch or ±10mm

ENVIRONMENTAL

Operating Temp: -20°C to 65°C
Storage Temp: -40°C to 85°C
Relative Humidity: 0 to 95%, non-condensing
Enclosure Rating: IP68

MECHANICAL

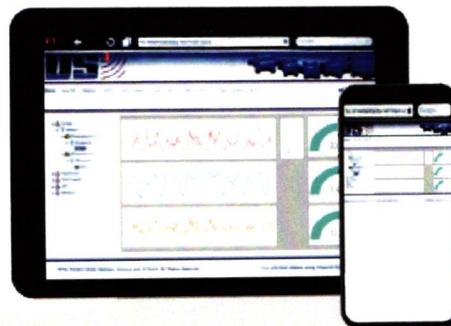
Housing Materials: PPA High Performance Polyamide
Cable: Conductor, PVC jacket, 22 AWG, 4.6cm (18") pigtail [user-exetendable for RS-485 communication up to 1500m (5000ft)]



Utility Systems, Science & Software, Inc.
 801 N. Parkcenter Drive, Suite 209 • Santa Ana, CA 92705

☎ 714.504.3494 • 855-USCUBED @ 714.542.1332
www.uscubed.com • info@uscubed.com

Utility Systems, Science & Software, Inc.



US3 RAIN GAUGE



US3 Rain Gauge

Rain Gauge Tipping Bucket
With Leaf Filter



The US3 Rain Gauge tipping bucket uses a standard tipping bucket mechanism that allows for straightforward and effective rainfall measurement. The geometry and material selection of the bucket, along with the inclusion of a leaf filter, help minimize contamination and errors in the measurement process.

The rain gauge features a 8" (200mm) diameter collector funnel. The tipping bucket device is divided into two compartments to enable the measurement of rainfall in fixed increments. The bucket is pivoted at its center and has a preset calibration to tip for a specific amount of rainfall, either 0.5 mm or 1 mm. The tipping action of the bucket magnetically opens and closes a reed switch. When the bucket is full and tips, it triggers the reed switch, generating a pulse signal. The pulse signal from the reed switch is sent to a data logger or RTU.

Ordering information
Code US3-RGTB

Applications

- Water management
- Rain Measurement
- Flood Control Monitoring
- Environmental telemetry
- Intelligent Irrigation systems
- Integrates with Most Loggers/PLCs

Technical characteristics

Item	Specification
Measurement object	Rain
Measured rainfall intensity	0-9.5 inch/hour
Sample interval	1s
Resolution	0.004 inch
Accuracy(0.08 inch/min)	±4%
Power consumption	1.6W
Supply	7-24VDC
Output	RS485, RS232, SDI-12 optional
Operating temperature	-40-+176F -40-+80°C
Main material	SS+ABS
Weight (unpacked)	1.4 lbs (0.65kg)



APPENDIX B – INSTALLATION GUIDE – US3 FLEXFLOW IQ
APPENDIX C – WARRANTY & REPAIR GUIDE

FlexFlow IQ Installation Manual

Utility Systems Science and Software

201 Parkcenter Drive STE 209

Santa Ana, CA 92705

Sales 714-564-3494, sales@uscubed.com

Support 619-546-4281, support@uscubed.com

www.uscubed.com

www.sewerflow.com

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1. Introduction

FlexFlow IQ flowmeter is an advanced device that utilizes microwave radar technology to provide non-contact open channel water flow measurement. This innovative technology enables simple and fast measurement without the need for physical contact with the water being measured. The non-contact nature of the equipment offers several advantages:

- **Resistance to Corrosion:** Since the FlexFlow IQ flowmeter does not come into direct contact with the water or sewage being measured, it is not affected by corrosion caused by the properties of the fluid. This resistance to corrosion ensures accurate and reliable measurements over an extended period.
- **Temperature Insensitivity:** Microwave radar technology is not significantly influenced by temperature variations. Therefore, the FlexFlow IQ flowmeter can maintain its accuracy and reliability even when exposed to different temperature conditions, ensuring consistent measurements.
- **Sediment Tolerance:** Traditional flow measurement methods can be affected by sediment or suspended particles in the water, which may cause inaccuracies. However, the non-contact nature of the FlexFlow IQ flowmeter means that it is not affected by sediment, ensuring precise measurements regardless of the water's particulate content.
- **Simplified Installation:** Installing the FlexFlow IQ flowmeter is relatively simple due to its non-contact nature. It eliminates the need for complex installation work, such as cutting into pipes or creating physical contact points with the water flow. This simplicity reduces installation time and costs.
- **Easy Maintenance:** The FlexFlow IQ flowmeter is designed for ease of maintenance. With no moving parts or components in contact with the water, the maintenance requirements are minimal. This reduces downtime and ensures continued accurate measurements.
- **Safety Considerations:** The non-contact nature of the FlexFlow IQ flowmeter enhances the safety of utility technicians. They can install or maintain the equipment without the need to work in close proximity to flowing water, reducing the risk of accidents or injuries.

Overall, the FlexFlow IQ flowmeter's use of microwave radar technology for non-contact open channel water flow measurement providing numerous benefits, including resistance to corrosion, temperature insensitivity, sediment tolerance, simplified installation, minimal water damage, easy maintenance, and improved safety for utility technicians.

FlexFlow IQ flowmeter uses precision flat narrowband array radar sensor, digital signal floating point algorithm processing, velocity direction identification, rain denoising, automatic correction of vertical angle, etc.; the maximum flow rate that the instrument can measure is 20m / s. The sensitivity is as high as 0.01m / s; the range of the water level is 40m, and the detection sensitivity reaches $\pm 0.008\text{m}$.

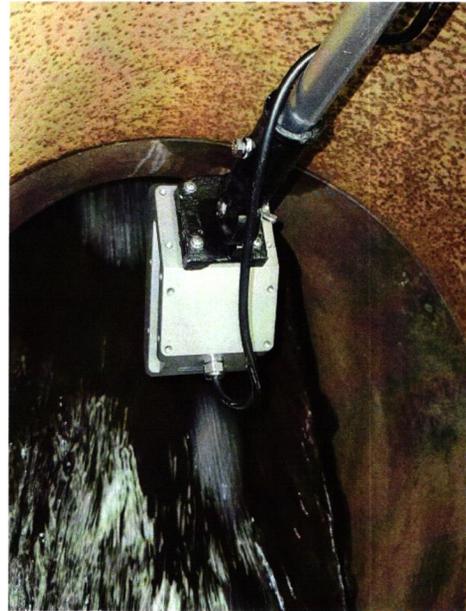
Please read the manual before using FlexFlow IQ flowmeter, so that you will better understand how to use this measuring instrument. The manual details the usage, maintenance, and precautions of the radar flowmeter.

1.2 Measurement principle

The FlexFlow IQ flowmeter uses planar microwave technology, uses the principle of Doppler radar to measure the surface velocity of water flow, and uses the built-in microstrip radar technology to measure the water level. According to the velocity-area method, the measured water level is used to convert the cross-sectional area, and then the surface velocity is combined with the cross-section parameters to calculate the average velocity. The empirical formulas for the cross-section velocity distribution of open channels such as circles, rectangles, and trapezoids are established and combined with the hydraulic model algorithm. Open channel flow; it is a non-contact flow measuring instrument that accurately measures the flow without changing the boundary conditions of channels, rivers, pipes, etc.

1.2 Principle of flow velocity measurement

The radar flow meter uses the principle of Doppler radar speed measurement. When measuring the speed of the water surface, the radar velocity sensor emits microwaves to the water surface. After encountering the water surface, the microwaves will be absorbed and reflected. A part of the reflected wave is received by the flowmeter probe, and then converted into an electrical signal. The Doppler frequency shift is processed by the measurement circuit, and then the water flow velocity can be calculated by using a signal processing algorithm such as FFT according to the above principle. The principle of Doppler velocimetry is as follows: When the radar wave transmitting source and the target are relatively stationary, the receiving frequency and the transmitting frequency are equal:



1.3 Water level measurement principle

The water level adopts FMCW modulation, and the triangle wave is used as the modulation signal. The working process is as follows: first, the voltage modulation circuit generates a triangular wave voltage and inputs it to a VCO (voltage-controlled oscillator) to generate electromagnetic waves with a frequency change. The frequency of the electromagnetic wave changes according to the modulation voltage law.

FMCW stands for Frequency-Modulated Continuous Wave, and it refers to a modulation technique used in various applications, including radar communication systems. In FMCW modulation, the frequency of a continuous wave signal is continuously varied over time.

The electromagnetic waves emitted by the antenna are reflected back after being reflected by the measured object. Waves, electromagnetic waves from the beginning to the target, reflected by the target and then returned to the antenna within the time period of the radar transmission frequency has changed, the radar antenna couples the echo signal with the transmitted signal to obtain the difference frequency signal, the target's distance and speed information It is included in the frequency of the difference frequency signal. Because the difference frequency signal is very weak, it is processed by the pre-amplification and filtering circuit of the radar sensor, and the signal is sent to the ADC (analog-to-digital converter) of the MCU. The MCU analyzes the ADC collected by the FFT algorithm. The frequency of the difference frequency is obtained from the waveform. Finally, the distance from the measured target to the sensor is calculated by the derived formula.

1.4 Flow measurement principle

The average velocity can be obtained and converted by the radar velocity probe, and the water depth can be obtained and converted by the radar water level probe. The cross-sectional flow is equal to the average velocity \times the cross-sectional area of the current \times the bank coefficient (surface).

Among the open channels in the sewer systems and irrigation area, the common types of open channel sections in the irrigation area are rectangular, trapezoidal, or U-shaped; commonly used slopes are dry and branch canal longitudinal slopes; and two commonly used roughness ratios are concrete canal walls and masonry canal walls.

For these common open channels, the bottom slope and roughness are determined. In the flow velocity distribution of the section, the flow velocity has a strong symmetry, and the straight section of the irrigation section and the downstream section are longer, and the section is symmetrical to the left and right. The distribution has the characteristics of good symmetry. Correct the velocity field distribution according to

the profile, bottom (longitudinal) slope and roughness; the turbulence mathematical model used is mainly RNG (renormalized group) κ - ϵ model, with high calculation accuracy, good numerical stability, and calculated data Moderate.

2. Remote Terminal Unit (RTU) Features

- Integrated design, small in size, easy mounting
- 4G and LTE
- Ultralow power consumption

2.1 RTU Technical details

- Data collection: 1 way (RS485) and/or 4-20mA。
- Communication: 3G/4G、NB-IOT、Blue-tooth
- Sleep power: $\leq 40\mu\text{A}/12\text{V}$ 。
- Working power: DC 7V~32V ; default 12V
- Size: 60×85×15mm。
- Working temp.: -40~+85°C ; Humidity: $\leq 95\%$ 。
- Two 4-20 MA inputs
- One RS485 Communications Port

3. FlexFlow IQ Features

- RS232 interface、
- RS485 interface
- maximum flow rate that the instrument can measure is 10m / s. The sensitivity is as high as 0.005m/s;
- level range is 4m, and the detection sensitivity reaches $\pm 0.002\text{m}$.
- Small size, high reliability, simple operation and easy maintenance.
- Not affected by environmental factors such as temperature, sediment, dust, rants, floating objects on the water surface, and air pressure.
- It is used for non-contact flow measurement in open channels, river channels, irrigation channels, underground drainage pipe networks, flood prevention, etc.
- Non-contact measurement method, convenient measurement and no pollution to the environment.
- with rain mode, to prevent interference caused by rain.
- Waterproof grade IP68, effectively prevent the internal components from getting wet.
- Ultralow power consumption, easy installation and maintenance-free.

3.1 Technical Parameters

Flow measurement system	Measurement principle Planar Microstrip Array Antenna CW + FMCW
Modes of Operation	Operating mode Manual, automatic, telemetry
Operating temperature	-30~80°C
Operating Voltage	7~32VDC;
Working current	12VDC input, working mode: ≤120mA standby mode: <1mA
Protection class	IP67, IP68
Lightning protection	level 6KV
Physical dimension	235.4×100×104(mm)
Weight	Less than 1.5kg
Radar wave speed sensor	Radar frequency 24GHz
Level sensor range	3m, 7m, 40m
Speed measurement -	range 0.03~10m/s
Speed measurement	accuracy ±0.01m/s;±1%FS
Automatic identification of water flow direction	built-in vertical angle correction
Radar water level gauge	Radar frequency 24GHz

3.2 Metering Shapes

The device supports three basic types of canal shapes: **circular, trapezoidal and U-shaped**. By adjusting the length of the bottom and top sides of the trapezoid, rectangular and triangular canals can be obtained.

3.2.1 Round

The parameters that need to be set for the circular canal are the shape of the canal, the distance from the radar flow meter to the bottom of the canal, and the radius of the circular canal. The distance from the radar flow meter to the bottom of the canal and the radius of the circular canal need to be enlarged by 100 times the actual value.

3.2.2 Trapezoidal

The parameters required for the trapezoidal canal are the shape of the canal, the distance from the radar flow meter to the bottom of the canal, the length of the bottom of the trapezoidal canal, the length of the top of the trapezoidal canal, and the height of the trapezoidal canal. The distance from the radar flow meter to the bottom of the canal, the length of the bottom edge of the trapezoidal canal, the length of the top edge of the trapezoidal canal, and the height of the trapezoidal canal need to be enlarged by 100 times. If the actual value is 1.23m, the value written is 123.

3.2.3 U Shape

The parameters required for the U-shaped canal are the shape of the canal, the distance from the radar flow meter to the bottom of the canal, the height of the fan, the length of the bottom edge of the trapezoidal part, the length of the top edge of the trapezoidal part, and the height of the canal. The distance from the radar flow meter to

the bottom of the canal, the height of the fan, the length of the bottom of the trapezoidal part, the length of the top of the trapezoidal part, and the height of the canal need to be enlarged by 100 times the actual value.

4 How to Select a suitable Manhole to Monitor.

4.1 When looking down the MH at the flow... What we want to see:

- Consistent, open-channel flow
- When installing and calibrating, we check the FFT graph from the Real Time reading.
- Some clear flow lines that create a “V” shape. This slight surface flow disturbance is easiest for the FlexFlow IQ sensor to read.

4.2 What we do NOT want to see:

- Swirling hydraulics, created by the channel construction (Ex: if the bottom trough or walls aren't smooth and has an irregular surface) or incoming lines. We will not get a clear velocity reading if it is swirling.
- Drop inlets that ruin the pattern of the open-channel flow. A drop inlet is what it sounds like, where the flow comes into the MH via a pipe usually ~1-2 feet above the channel. This creates turbulence within the flow pattern. Think the swirling turbulence at the bottom of a waterfall.
- Blockages / stagnation / no flow – we need level and velocity (and pipe size) to calculate flow, and if there is no velocity, we will not have the information that we need. If we see this and we have a permit for the work, we can usually contact the City / Inspector that we're working with, and they will arrange for the line to be jetted (cleaned). We can re-investigate and possibly install it after the line has been cleaned.
- Laminar flow – surface is smooth as glass.
- Pulses of flow – if we are downstream of a lift station, we might see consistent, gravity-fed flow for most of the installation, then have a rapid increase in level and velocity. This will look like a stream that turns into a firehose.
 - In this case, we might shorten the reading interval from the usual 15-min to 5-min or 1-min.
 - Consider the length of the study in this decision. Factors include storage space on the logger, as well as quantity of data points to go through.

- The loggers can store data for a Maximum of 90 days at a 5-min reading interval.
- Typically, one does not want 1-min samples unless absolutely necessary. One-minute reads will have impact on the battery and generate a significant amount of data.

**If there are any of these “no” items present, they can often be avoided by:

- Installing the sensor away from the flow irregularity within the MH.
 - If there is a drop inlet on the US side of the flow, we can place the sensor downstream where the flow has evened out.
- Move upstream (US) or downstream (DS) one MH. Review sewer maps to make sure we are still getting the same data.

5. Physical Installation

5.1 Part Identification

- FlexFlow IQ Sensor
- Extension Pipe, 2” SCH 40 (Not Included)
- FlexFlow IQ RTU
- Bolt Set with qty. (8) ¼-20
- Sensor Cable Battery Pack
- Top Frame Mount
- Jack-Bar Assembly - Red Bar

5.2 Temporary / Permanent Installation



Figure 1

5.2.1 Set up the mounting frame and jack-bar assembly.

A) Install the Red Bar assembly in the manhole. As a general rule, the Red Bar should be approximately 12 to 15 Inches Below the Manhole Ring” located as parallel to the pipe and invert of the manhole as possible.



Figure 2: Jack-bar for mounting the drop-down pole to the sensor.

5.2.2 Assemble the frame as shown in figure 3.



Figure 3: Using standard PVC pipe, cut to length 6-12" above the crown of the pipe.

Set the elevation of the frame Approximately 6 to 12 inches above the inside crown of the pipe (for pipe I.D. under 25") or 5" above the inside crown of the pipe (for pipe I.D. of 25" and greater). An easy way to use a Stick and Measure the Distance between the Bottom of the Invert and

5.3 Install the Sensor.

Zip tie the sensor cable to extension pipe to prevent snagging sensor cable. Then Gently lower the sensor into the manhole and hook it on to the Red Bar and adjust to

make sure the sensor is parallel with the flow. Lock down the hardware affixing the top hook, to the red Bar. Figure 4



Figure 4: Typical installation.

5.3.1 Connect the Data Logger.

Connect the sensor cables to the data logger. Make sure the black cable-end connects to the connector marked communications. Tighten the threaded cable connector-ends securely to the data logger connectors. Do not over tighten. Install battery box and insert cable to the Logger. Do not over tighten the cable.

The programming over Bluetooth, so when the logger is powered up Bluetooth will be active.

6 Android Application Installation

Currently the application is only on Android tablets and phones. The Application will be on a USB drive.

Android users enjoy the privilege of installing APK files on Android directly should they choose. Some instances where you would like to install an app on Android using an APK file.

- The app is not available on Play Store or Galaxy Store
- You want to install a previous version of an application.

6.1 For Windows

If you are using a Windows computer, you can follow this guide to transfer files between your computer and Android:

1. Unlock your Android device.
2. Use a USB cable to connect your Android to your computer.
3. Tap the **Charging this device via USB** option on your Android device.
4. Select **File Transfer** under **Use USB for**.
5. You will see a file transfer window on your computer. Then, you can drag files to the window to transfer files.
6. When the transfer job is done, you can eject your phone or Tablet from your computer and then unplug the USB cable.

6.2 For Mac

This guide is for Mac OS X 10.5 and the above version.

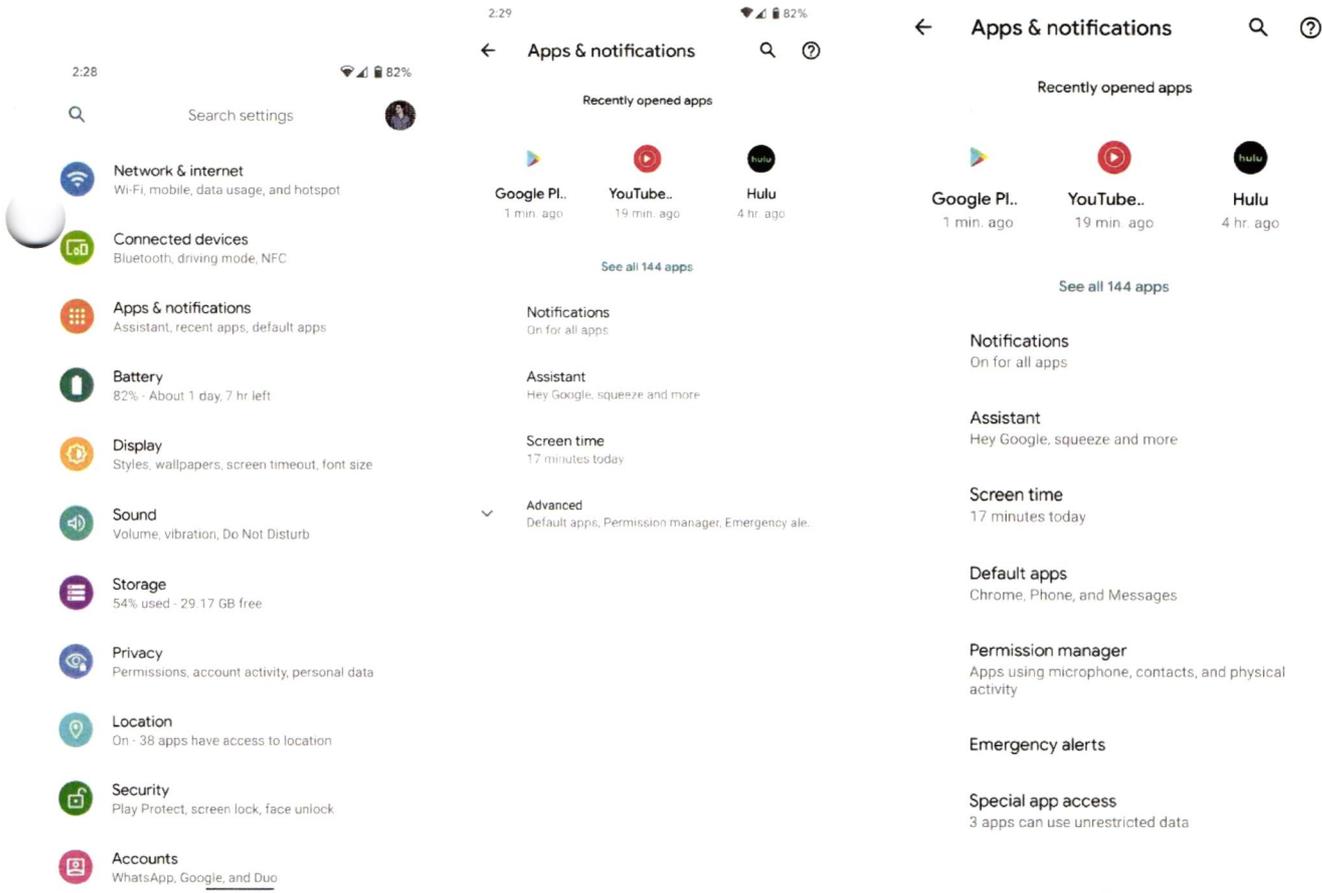
1. Search for Android File Transfer (an application) on the internet and select the official site to download & install it on your computer.
2. Open Android File Transfer.
3. Unlock your Android device.
4. Connect your Android to your Mac using a USB cable.
5. Tap **Charging this device via USB** on your Android.
6. Select **File Transfer** under **Use USB for**.
7. You will see a file transfer window on your Mac. Then, you can drag files to the window to transfer files.
8. When the transfer job is done, you can eject your phone or tablet from your computer and then unplug the USB cable.

6.3 How to install apps from other sources

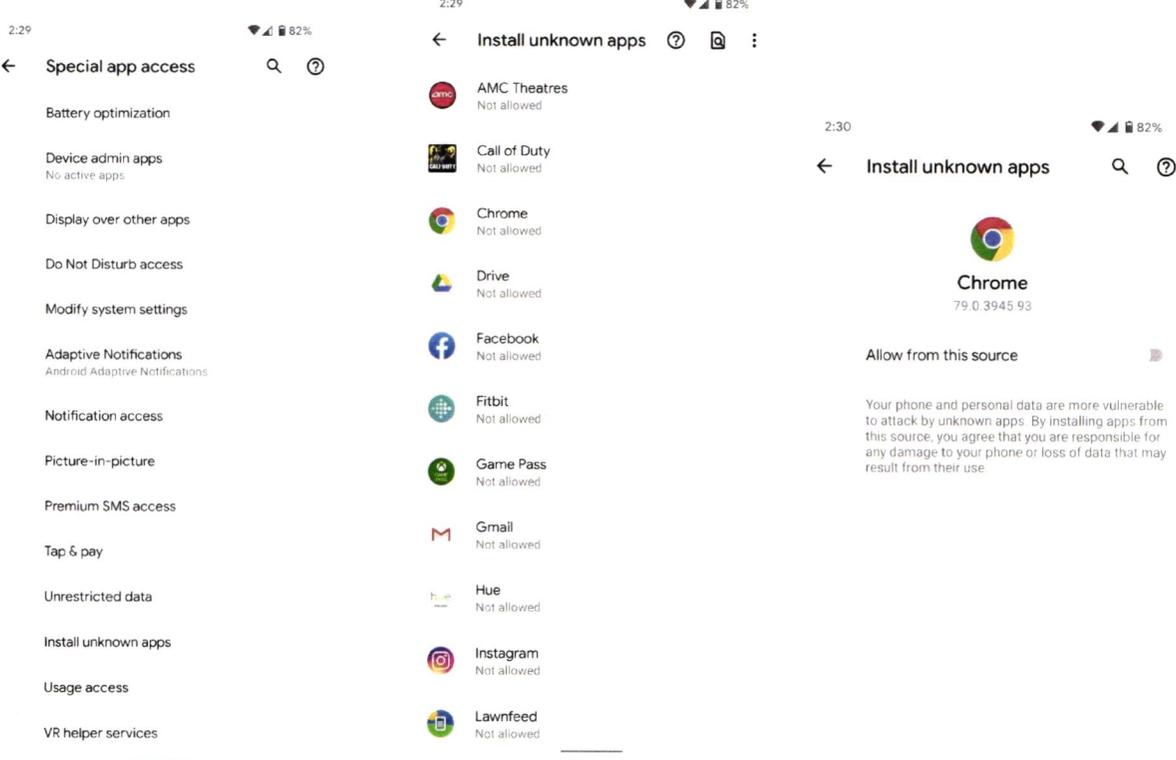
For the vast majority of folks, the Play Store has all of the apps you could ever want. In some cases, however, you may want to venture outside of Google's marketplace to find titles that aren't available on it for whatever reason.

To make sure your phone can download apps from other sources, here's what you need to do.

1. Open the **Settings** on your phone.
2. Tap **Apps & notifications**.
3. Tap **Advanced**.
4. Tap **Special app access**.



1. Tap **Install unknown apps**.
2. Tap the web browser you'll use to find outside apps.
3. Tap the toggle next to **Allow from this source**. *Source: Joe Maring / Android Central*



With this done, you can now venture online, find the app file you're looking for, and download it to your phone. There's always some level of risk when installing apps that don't come from the Play Store, so make sure you trust the source you're downloading the outside app from.

7. APP setting

7.1.1 Installation of APP

Copy APP to your cellphone and install it

Note: System should be Android, version higher than v4.4

7.1.2 APP instruction

1、 Connection

a) Turn on , open APP

b) Input user name and password

User name: DWKJAME

Password: 20230112

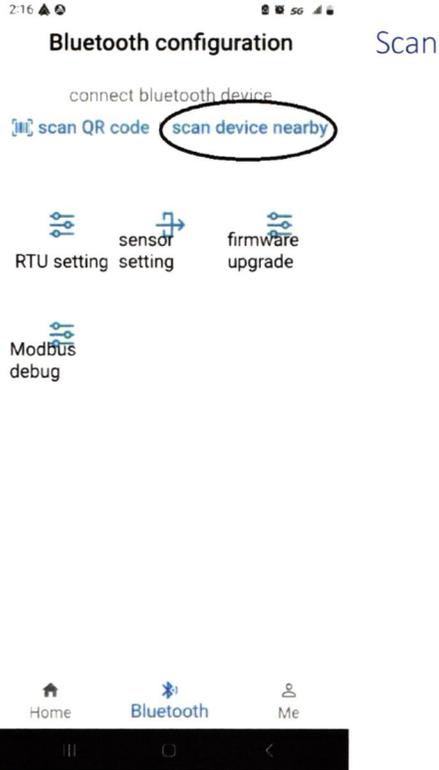
c) Log in



Note: 1. User name and password only can be customized in factory. Can NOT reset on field.

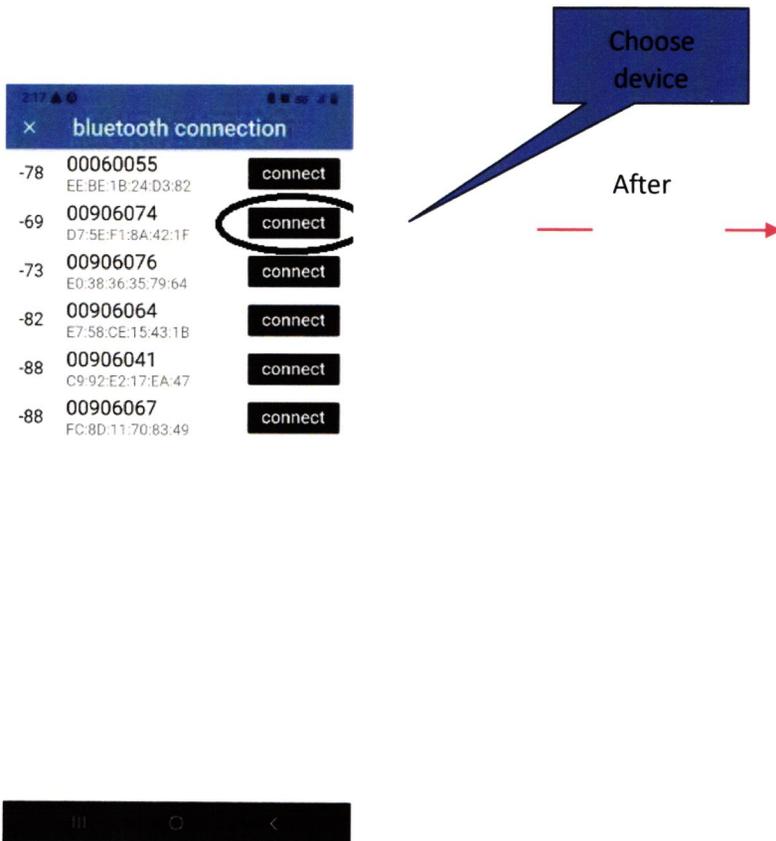
2. After log in, sensor parameters can be set and improper setting might cause damage. **Please keep user name and password safe.**

7.1.3 Bluetooth

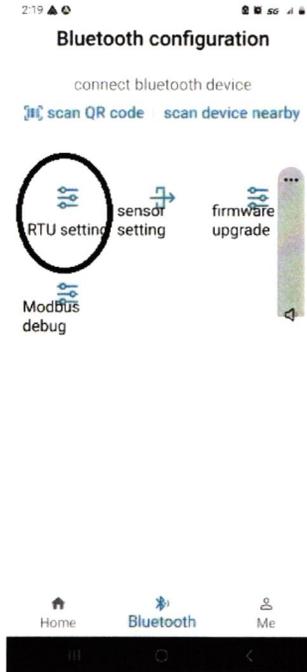


Click

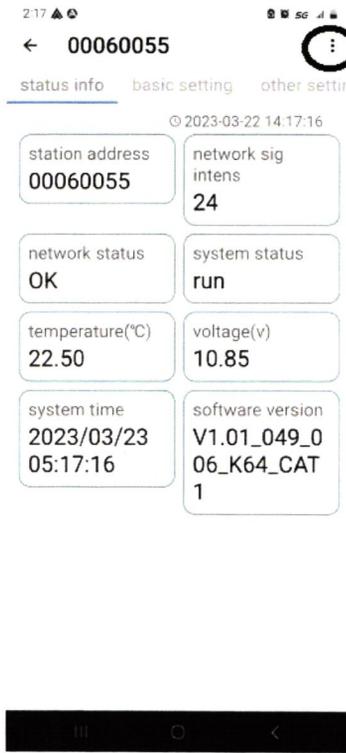
7.1.4 Choose the device to connect.



7.1.5 Verify RTU



Check Status of the RTU.



Checking Status Look for.

1. Network Status OK
2. System Status in Run
3. Network Sig Intens needs to be above 10 to consistently transmit.
4. Voltage over 8 Volts.

7.1.6 Basic RTU setting.

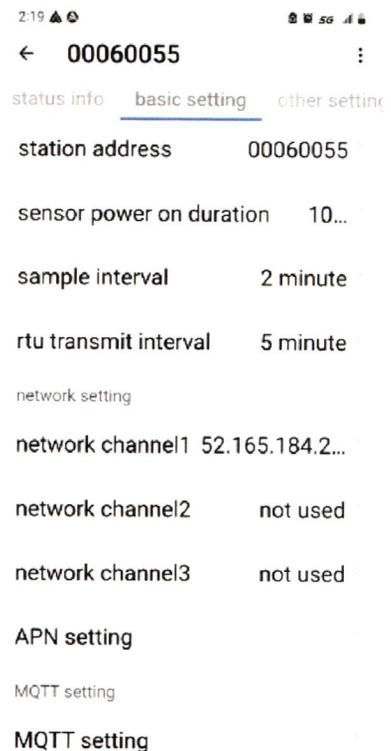
There are 3 basic settings that will need to be modified from time to time.

1. Sensor Power On Duration.
If a site is real turbulent or Laminor flow the sensor may beed more time to take a read.

Typical Sensor time is 35 seconds

2. Sample Interval. This is the cycle time for a sample.

The Standard is 15 min



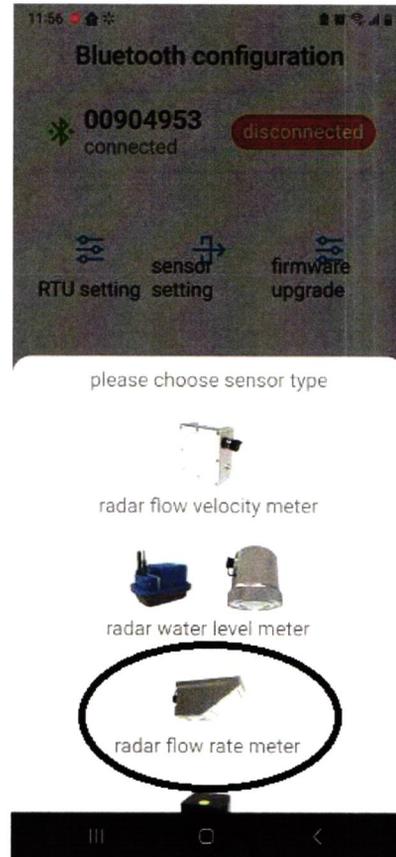
3. RTU Transmit Interval. This is how often the RTU sends Data.

Industry Standard is 240 to 360 Minutes

Note: RTU Transmit Interval can have a dramatic effect on battery life.

7.1.7 FlexFlow IQ
Sensor

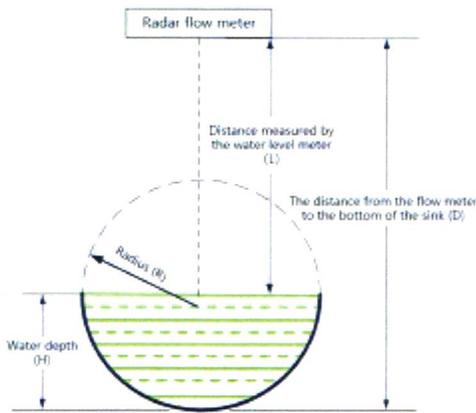
Select Sensor Settings



7.1.8 Sensor Status Screen



The Status Screen allows for last read display. It also allows the ability to see the active FFT Signal for better sensor placement and calibration.



circular trapezoid U

radius R(Inch) 3.150

distance from device to canal bottom D(Inch) 18.079

read para

sensor data		water canal para setting	
vertical angle	54.94 °	Instant flow rate	0.000 Gal/s
velocity	0.561 FPS	Total flow	224.810 Gal
water level	0.906 Inch	vertical angle	54.9 °
distance	19.528 Inch	velocity sig intens	19806
Instant flow rate	0.000 Gal/s	waterlevel sig intens	12698
Total flow	224.810 Gal		
vertical angle	54.9 °		
velocity sig intens	19806		
waterlevel sig intens	12698		

7.1.9 Water Channel Parameter setting

Water Canal Para Setting is the time of channel or Pipe you are trying to monitor.

Typical sewer pipe is Circular. The radius of the pipe is the dimensional data from the pipe. What Diameter is the Pipe? _____

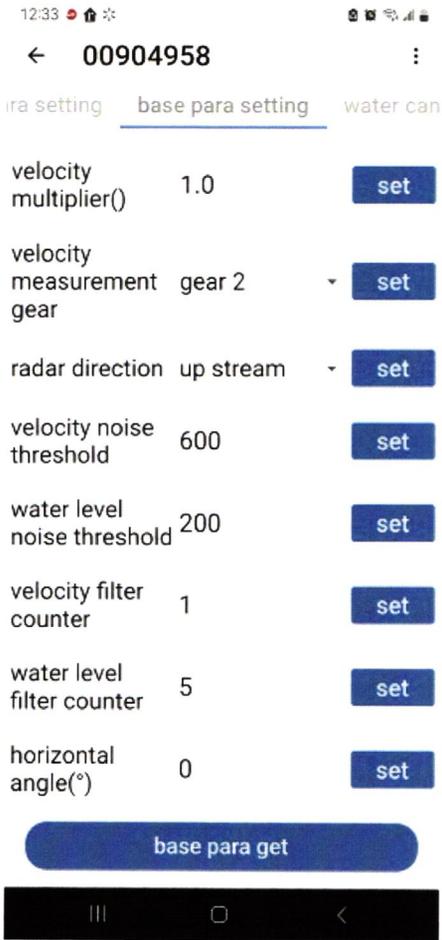
Distance from Sensor mount location to the bottom of the Pipe / Channel.

Typically, we want to be 8 to 10 inches above the crown of the pipe.

Once the Parameters are set select the Blue button at the bottom of the screen that says **Set Para**

You can also read back the Para by selecting Read Para.

7.1.10 Basic Settings



There are 2 main settings on this screen you will need to modify depending on the install.

1. **Velocity Multiplier.** This is the calibration tool for Surface Velocity. When doing an installation, a Pipe profile is taken. If profiler is not available we can use Standard Velocity Multipliers for calibration.

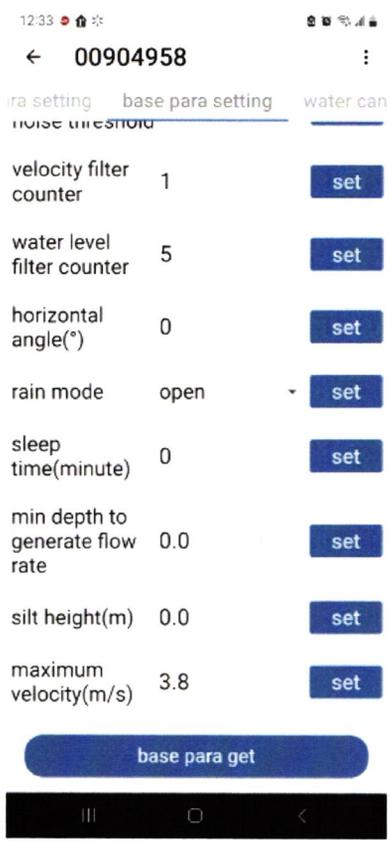
Standard Multipliers.

Pipe	Multiplier
8	.75
10	.73
12	.72
15	.70
18	.67
20	.63

2. **Radar Direction** – Knowing upstream vs down stream is important for flow direction and speed calculations.

Pipe Profiling

Just like in streams and rivers the sewer channel has eddies and currents. The pipe as well as the connections to the manhole can cause hydraulic influences. Taking a Pipe profile with a handheld velocity meter can help profile the flow in the pipe. Flows near the surface can be higher than flows near the side walls or bottom. By taking a profile you can get a good average velocity of the pipe that should make the site accurate through a full pipe.



7.1.11 Basic Setting 2

In this section there is 1 setting that needs to be set.

Sleep Time: This setting sets the amount of time the sensor Bluetooth stays active. Since we are accessing the sensor through the RTU the Bluetooth is not needed for the sensor.

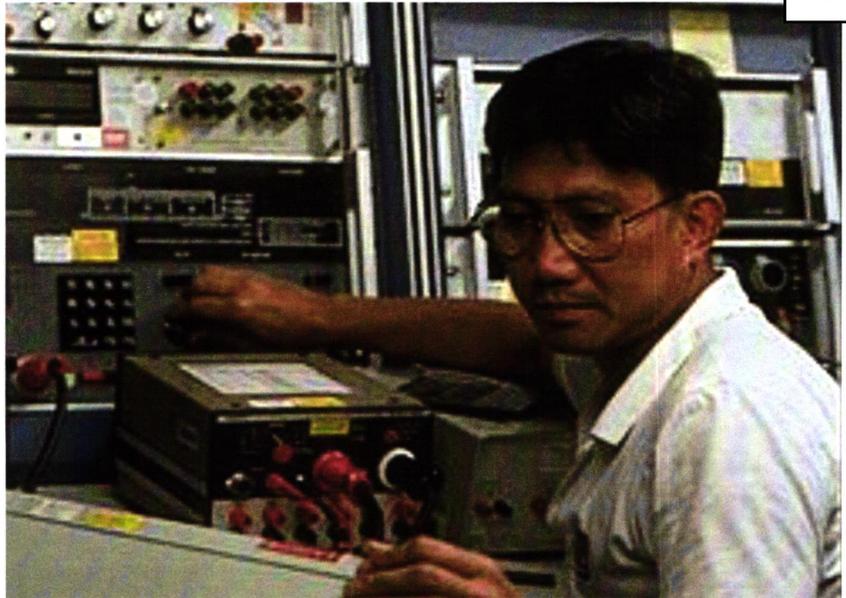
Set the Sleep Time to 15 minutes as a standard setting.

7.1.12 Advance Settings

If advanced settings are needed, please call for support. 619-546-4281

Trouble shooting

SN	Description	Reason	Correction
1	Not working after power on	◆ Wrong wiring/No power	◆ Check all the connection and battery
		◆ Sleep mode	◆ Normal
2	No blue tooth	◆ Wrong wiring/No power	◆ Check all the connection and battery
3	No data receiving in data base	◆ Improper SIM installation	◆ Check SIM
		◆ No fee	◆ Pay the fee
		◆ No signal	◆ Check cell phone signal
		◆ Loose antenna connection	◆ Check antenna
		◆ No or Low power	◆ Change battery
		◆ SIM card does not support 4G data transmission	◆ Start the service
4	Sensor is working, but no data transmission	◆ No connection with module or data base	◆ Check parameter settings
			◆ Change fire wall setting
5	RS485 mis-communication	◆ Wrong wiring	◆ Change connection or wire/connector
		◆ Wrong serial NO.	◆ Check setting and data format
		◆ Unknown	◆ Contact factory
6	Module is working but data not correct	◆ System error	◆ Reset RTU
7	Not working	◆ Un know	◆ Contact factory



Warranty, Service & Repair

Factory/Field Support

Our responsiveness doesn't end with the development of equipment or with the sale. Utility Systems Science and Software instrumentation and controllers are supported by both in-house and field service technicians, allowing for quick response to customer needs.

We provide need assessments and start-up assistance, plus warranty and non-warranty repairs at either your location or our factory. There is constant involvement of engineers, technicians and support personnel to ensure that our customers have access to the latest in instrumentation technology, from the simplest to the most difficult applications. Help from our knowledgeable US3 Customer Support Center is just a phone call away.

Manufacturer warrants all products of its manufacture to be free from defects in workmanship and material under normal use and service. This warranty extends for a period of twelve (12) months, from date of shipment, unless altered by mutual agreement between the Purchaser and Manufacturer prior to the shipment of the product. If this product is believed to be defective, Purchaser shall notify Manufacturer and will return the product to the Manufacturer, postage paid, within twelve (12) months, after date of shipment by the Manufacturer.

If the Purchaser believes the return of the product to be impractical, Manufacturer shall have the option, but will not be required, to inspect the product wherever located. In any event, if the Purchaser requests the Manufacturer visit their location, the Purchaser agrees to pay the non-warranty expenses of travel, lodging, and subsistence for the field service response.

If the product is found by the Manufacturer's inspection to be defective in workmanship or material, the defective part or parts will either be repaired or replaced, at Manufacturer's election, free of charge. Warranty repairs will be returned to Purchaser, transportation prepaid to any point in the United States. If inspection by the Manufacturer of such product does not disclose any defect of workmanship or material, Manufacturer's regular service repair charges and freight charges will apply.

This warranty statement does not apply to any products sold or provided, that are not manufactured by Utility Systems Science & Software, Inc. These products may be covered by the original manufacturer's written warranty.

THE FOREGOING WARRANTY IS MANUFACTURER'S SOLE WARRANTY, AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING AND IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE NEGATED AND EXCLUDED. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, REPRESENTATIONS, OBLIGATIONS OR LIABILITIES ON THE PART OF THE MANUFACTURER.

Purchaser's sole remedy and Manufacturer's sole obligation for alleged product failure, whether under warranty claim or otherwise, shall be the aforementioned obligation of Manufacturer to repair or replace products returned within the above stated warranty periods.

The Manufacturer shall not be liable for, and the Purchaser assumes and agrees to indemnify and save harmless the Manufacturer in respect to, any loss or damage that may arise through the use by the Purchaser, or others of any of the Manufacturer's products.

Factory Service

Send instrumentation and wireless controllers to the US3 factory where our qualified and experienced electronic technicians perform all required repairs and preventative maintenance.



Instrument maintenance

All repair parts, factory labor, ground shipping to the factory and return shipping from the factory are included. US3 will also provide factory calibration and certification every time you send in your instrument.

Confidence in US3 factory service professionals

US3 experts have years of experience working on US3 equipment and applying their certified expertise will ensure that your equipment stays as good as new!

Field Service

Supporting customer service commitment, Utility Systems Science & Software employs highly qualified field engineers and technicians throughout North America. Wherever your facility is located, our specialists speak your language, know your market, know your technology, and they are available with rapid-response solutions that translate into keeping your system operational.

Beside installation and commissioning, we offer you integrated, comprehensive solutions for inspections, on-site repairs and outage services. Our experienced service specialists have the know-how to get your equipment back online in the shortest time. US3 also provides timely delivery of parts and components featuring quality and reliability.



Repair Pricing

Standard Turnaround

At US3 our normal turnaround time is 8-10 working days. However, there are times when a repair will take longer (if some needed material replacement part are not available). Our technicians will make every effort to repair the instrument within the standard given time.

Rush Repairs

At Utility Systems Science & Software, we realize that your instrumentation is critical to your operation. Every minute your industrial equipment isn't operational, puts your customers and environment at risk. We work hard to ensure you receive fast, efficient, quality repairs. We provide a rush repair service to accommodate your needs. We will make every effort to repair and return your item within 2-3 business days.

If a faster response time is required, please be sure to make your US3 customer service professional aware of your requirements when you place a repair order. In such instances, your unit will be placed under the "Hot Rush" repair option and be moved ahead of other repairs.

Emergency Repairs

If, at your request, your repair requires us to work beyond normal business hours, you will be charged the overtime shop rate (or field service rate, if applicable) for the amount of time an engineer is involved with the repair. This charge will apply whether or not the item is repaired. If the normal repair price exceeds this minimum charge, the normal repair charge will apply with additional charges for after-hours service.

Return Shipping

Before we ship, all repaired items are placed in Bubble Pack Rolls, if applicable, and carefully packed to UPS specifications. A documented quality report and warranty statement is sent with each item. Our Automated Company Portal sends email to the customer when the shipment is delivered with all the Carrier Details.

Return freight will normally be prepaid and added to the invoice. We will ship the best way, as determined by us, unless a specific carrier and priority is determined previously by the customer. Customer is responsible for all shipping charges, regardless of repair ability.

Repair Pricing

"How much will my repair cost?" is one of the most frequently asked questions. It is also one of the most important questions.

0-1 year Free*

All hardware and software will be repaired at our factory.

Why We Test Before We Quote

The cost to repair an item can have a significant range. The amount of damage is the largest factor affecting the cost. Other variables considered in pricing include the cost of the replacement components, the testing required to verify that the item has been repaired correctly, and also whether there have been previous repairs or repair attempts.

No "Flat Fees"

This is why US3 does free evaluations. We base your repair price on what is damaged on your item and how much work it will take to make the repairs needed. We provide free price quotes on all in house repairs. All items are carefully evaluated in order to determine the actual repair price. We're totally committed to gaining your loyalty as a customer. We know this loyalty must be won by proving to you that we're watching out for your best interest.

Repair Cost versus Replacement Cost

Every now and then, we do get an item that approaches the 50% cost of new to repair, but the majority are not that high so you don't have to pay excessive repair charges. To come up with a rough estimate of what your repair cost range may be, consider 25% to 50% the cost of replacement, however, your repair price from US3 will be determined when we do a physical examination and then you will get a written quote to approve.

Warranty Service Options

In order to receive warranty service, you must first contact US3 Customer Service staff using the contact information provided below for a Return Materials Authorization (RMA) number.

US3 will provide warranty service through one or more of the following options defined below:

- (i) Mail in service. If US3 determines that your US3 branded hardware is eligible for mail-in service, US3 will send you prepaid waybills and if applicable, packaging material, so that you may ship your US3 branded hardware to an US3 location in accordance with our instructions. Once service is complete, the US3 service location will return the US3 branded hardware and/or component to you. US3 will pay for shipping to and from your location if all instructions are followed

US3 Customer Service staff must be contacted for a Return Materials Authorization (RMA) number and shipping instructions prior to shipment to US3.

The US3 Application Kit must be shipped, postage prepaid, to US3 and must show the RMA number on the inside and outside of the package.

- (ii) Do-it-yourself (DIY) parts service. DIY parts service allows you to service your own US3 branded hardware. If DIY parts service is available in the circumstances, the following process will apply.
 - (a) Service where US3 requires return of the replaced US3 Application Kit or part(s). US3 may require a credit card authorization as security for the retail price of the replacement US3

Application Kit or part and applicable shipping costs. If you are unable to provide credit card authorization, DIY parts service may not be available to you and US3 will offer alternative arrangements for service. US3 will ship a replacement US3 or part to you with installation instructions, if applicable, and any requirements for the return of the replaced US3 Application Kit or part(s) or part. If you follow the instructions, US3 will cancel the credit card authorization, and you will not be charged for the US3 Application Kit or part and shipping to and from your location. If you fail to return the replaced US3 Application Kit or part as instructed or return a replaced part that is ineligible for service, US3 will charge your credit card for the authorized amount.

- (b) Service where US3 does not require return of the replaced US3 Application Kit or part(s). US3 will ship to you free of charge a replacement US3 Application Kit or part(s) accompanied by installation instructions, if applicable, and any requirements for the disposal of the replaced US3 Application Kit or part.
- (c) US3 is not responsible for any labor costs incurred relating to DIY parts service. Should you require further assistance, contact US3 at the telephone number listed below.

US3 reserves the right to change the method by which US3 may provide warranty service to you, and your US3 Application Kit's eligibility to receive a particular method of service. Service will be limited to the options available in the country where service is requested. Service options, parts availability and response times may vary according to country. You may be responsible for shipping and handling charges if the US3 Application Kit cannot be serviced in the country it is in. If you seek service in a country that is not the country of purchase, you will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. For international service, US3 may repair or replace US3 Application Kit and parts with comparable US3 Application Kit and parts that comply with local standards.

US3 will repair, or, at its option, replace at no charge, components that have proven to be defective during the applicable warranty period.

What is Covered by Warranty

US3 Application Kits as defined below shall be free from defects in materials and workmanship for a period of one (1) year.

The following components/parts of US3 Application Kits shall be covered by this Warranty:

- (i) Mechanical enclosure and connectors
- (ii) Internal electronics
- (iii) Global SIM card (If applicable)
- (iv) Internal and/or external antennae
- (v) Sensor inputs

What is Not Covered by Warranty

This Warranty does not apply to certain non-US3 branded hardware products or parts, even if packaged or sold with US3 hardware. These third-party products include sensors. US3 does not warrant that the operation of the US3 Application Kit will be uninterrupted or error-free. US3 is not responsible for damage arising from failure to follow instructions relating to the US3 Application Kits' use.

This Warranty does not apply to: (a) consumable parts, (b) cosmetic damage, including but not limited to scratches, dents and broken plastic on connectors and/or ports; (c) damage caused by use with another product other than the third-party products shipped by US3 or one of our distributors, agents or affiliates; (d) damage caused by accident, abuse, misuse, liquid contact, lightning strikes,

volcanic eruptions, earthquakes, flooding, wind, snow, hail, and other weather related elements or other external cause; (e) damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of US3; (f) part(s) that have modified to alter functionality or capability of the US3 Application Kit without the express written permission of US3; (g) defects caused by normal wear and tear or otherwise due to the normal aging of the US3 Application Kit, or (h) if any serial number has been removed or defaced from the US3 Application Kit.

Battery Warranty

"How long will the battery last?" is often asked. The battery pack has a warranty of 3 years.

0-3 years Free*

Payment Terms

Once a repair quote is approved, we will establish payment terms. For your convenience, we accept Visa, MasterCard, Discover, & American Express. Other modes of payments are through standard Purchase Orders.

Contact Information: **M-F 8-5 Pacific**

CONTACT – SANTA ANA

P: [+1 \(714\) 564-3494](tel:+17145643494)
 E: sales@uscubed.com
 Technical Support:
support@uscubed.com

CONTACT – SAN DIEGO

P: [+1 \(619\) 546-4281](tel:+16195464281)
 E: sales@uscubed.com
 Technical Support:
support@uscubed.com

CONTACT – HOUSTON

P: [+1 \(714\) 564-3494](tel:+17145643494)
 E: sales@uscubed.com
 Technical Support:
support@uscubed.com

* Utility Systems Science and Software warranties the electronics and software for a period of (1) year This warranty does not cover damage or repairs or replacements by any cause beyond the control of US3, including acts of nature, improper use, lack of proper maintenance, vandalism, or unauthorized repair. US3 shall not be liable for any actual, exemplary, indirect or consequential damages, including damages for loss of goodwill or profits and/or losses, that stem from a failure or malfunction of the US3.

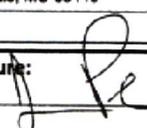


ATTACHMENT A - BID SUBMISSION FORM

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Description of Work	Price
Prepare the attached "Bid Submission Form Template" to develop unit and extended costs. Confirm description of proposed equipment.	Flow Monitoring Summary: <u>\$43,750.00</u>
A Bid Submission form template should be developed for all pricing options/alternatives presented.	Sewer Band Cost Summary: <u>No bid - Not required for proposed solution</u>
<p>Please note any of the following:</p> <ul style="list-style-type: none"> Any labor personnel requests of the City of Republic for this project. Any other requests or responsibilities of the City of Republic for this project. 	Rain Gauge Cost Summary: <u>\$2,647.86</u>
	Software Cost Summary: <u>\$9,694.29</u>
	Total Cost: <u>\$56,092.15</u>

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

<p>City of Republic, Missouri</p> <p>IFB for: Sanitary Sewer Flow Metering 2023</p> <p>Republic, MO 65738</p>	<p>Company Legal Name: Core & Main LP</p>
	<p>Address: 1830 Craig Park Court St. Louis, MO 63146</p>
	<p>Signature: </p> <p>Name and Title: Jerry Pope, District Manager</p>
<p>Telephone: (816) 598-2754</p> <p>Cellular:</p> <p>Email: jerry.pope@coreandmain.com</p>	<p>Dated:</p> <p>Bidder's Federal ID Number: 03-0550887</p>



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

Effective 1/1/2009

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me, the undersigned Notary Public, in and for the County of Rogers, State of Oklahoma, personally appeared Jerry Pope (Name) who is District Manager (Title) of Core & Main LP (Name of company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

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

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

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

Jerry Pope
Signature

Jerry Pope
Printed Name

Subscribed and sworn to before me this 6 day of July, 2023.

Leona Marie Woodson
Notary Public

My commission expires: 3/18/2025





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

To be submitted with all Bids in response to this IFB

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

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

INDEMNITY. Core & Main will agree to defend the City from claims only to the extent it is
alleged by third parties that Core & Main is at fault (through its negligence, willful misconduct,
violation of law or breach of contract), and Core & Main will indemnify the City only to the extent such third party
claims are caused by fault on its part.

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

Company Name Core & Main LP

By [Signature]
(Authorized Person's Signature)

Company Address 1830 Craig Park Court
St. Louis, MO 63146

Telephone Number (254) 772-7910

Fax Number _____

Date 7-10-2023

ADDENDA

Offeror acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Email jerry.pope@coreandmain.com

Federal Tax ID No. 03-0550887

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



Bid Submission Form Template
City of Republic, Missouri

Bid Alternative #: _____

Item Description	Quantity	Unit Rate	Extended Cost	Notes
Flow Monitoring Equipment				
Flow Meter & Battery Module	5	\$ 8571.43 ⁴³	\$ 42,857.14	
AV Probes	5	\$ No Bid	\$	
Modems (Telemetry)	5	\$ built-in to flow meter price - no bid	\$	
Cabling & Appurtenances	5	\$ 178.58	\$ 892.90	
Sewer Bands				
18 inches & Below (6,8,10,12,15,18)	5	\$ No Bid - not required	\$	
21" or Greater	2	\$ No Bid - not required	\$	
Rain Gauge				
Rain Gauge & Tipping Bucket	1	\$ 823.57	\$ 823.57	
Modem	1	\$ 1824.29	\$ 1,824.29	
Software Installation				
Meter Install Configuration (Mobile)	1	\$ 4242.86	\$ 4,242.86	Meter & Rain Gauge Installation & Configuration - one time fee
Cloud Hosting Environment	1	\$ 5451.43 / year	\$ 5,451.43	Cloud Hosting for Five Meter Sites and one (1) Rain Gauge - annually
Total Bid Alternative Cost		56,092.15	\$ 56,092.15	



City of Republic - Invitation for Bid

Sanitary Sewer Flow Metering 2023

SEALED BIDS MUST BE PHYSICALLY RECEIVED AT REPUBLIC CITY HALL PRIOR TO 3:00 P.M. on Monday July 10th. Bids will be opened by the City at Republic City Hall at said time and place.

BIDS SHOULD BE ADDRESSED AS FOLLOWS:

**City of Republic
c/o City Clerk, Laura Burbridge
213 N. Main Avenue
Republic, MO 65738**

Bids must be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the Bidder. Bidders can add their own sheets for clarification of pricing on certain products if they choose.

- Bids shall be submitted with the **Invitation for Bid ("IFB") project name or item clearly indicated on the outside of the mailing envelope.**
- Bids received after the opening date and time **will be rejected.**
- The attached Terms and Conditions shall become part of and are herein expressly incorporated into any contract, agreement or award resulting from this Invitation for Bid.
- **FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.**
- Projects exceeding \$75,000 in total cost shall be paid at prevailing wage.
- You are invited to submit your Bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts. Bidders do not necessarily need to bid all requested categories, but it is encouraged.
- Bids will be taken to City Council for approval on **July 18th, 2023.** Notice to proceed shall follow no later than July 24th, 2023 following approval granted by City Council.

DESCRIPTION:

Flow Metering Equipment:

- Provide 5 area-velocity flow meters including all necessary sensors, data recorders, mounting hardware, cables, software and equipment needed for the meters to be fully operational.
 - ISCO 2150, Hach FL900, or equal
- Sensors must measure the depth, velocity and flow (minimum, maximum and average) with the following levels of accuracy:
 - Depth accuracy of +/- 0.2 inches (maximum)
 - Velocity accuracy of +/- 0.3 feet per second (maximum)
- Provide flow meters and A/V probes that are capable to accurately measure gravity flow in pipes with diameters ranging from 6" to 24".
- Provide metering bands necessary for flow monitoring installations for pipe sizes ranging from 8" to 24" diameter.

Rainfall Monitoring Equipment:

- Provide one (1) tipping bucket rain gauge:
 - ISCO 677Ci (2015Ci with antenna and 2191 Battery node) , Trimble/Telog Rain Gauge Recorder with Cellular Modem (RG-32A) with Texas Electronics TR-525 Tipping Bucket, or equal.
- Provide wireless communication modules (modems) and necessary cabling for each flow meter and rain gauge that are capable of transmitting the data collected to the cloud in near real time (up to every 5-minutes).

Software

- Provide quote for flow monitoring software to support meter installations and provide data cloud hosting and remote access to the flow monitoring data for up to five (5) flow meters and one (1) rain gauge.
- Software costs should include all up-front purchase pricing for the software platform and annual maintenance costs.

Include with the bid the following information:

- Equipment specifications and warranty information for the flow meters to be furnished, and a description of the equipment, communication processes and data feed transmission process.
- Procedures, schedule, and documentation for meter calibration.
- Manufacturer Procedure Recommendations for installation

City plans to award Base bid, plus any combination of alternates as determined by the City. Therefore, please provide pricing for each, separately.

SCHEDULE:

City intends to take the winning bid to City Council for Approval on July 18th, 2023, with Notice to Proceed to follow no later than July 24th, 2023. Delivery of all equipment awarded shall be no later than December 1st 2023.

Inquiries: All inquiries for information should be directed to:

Garrett Brickner, Engineering Manager
 BUILDS Department, City of Republic
gbrickner@republicmo.com
 (417) 732-3405

Important Notice Regarding Competitive Bidding:

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

TERMS AND CONDITIONS

- 01. **Opening Location:** Bids submitted in response to this Invitation for Bid (“IFB”) will be opened at Republic City Hall, located at 213 N. Main Avenue, at 3:00 P.M. on Monday July 10th. All Bidders (individually, “Bidder”; collectively, “Bidders”) and/or their authorized representative(s) are permitted to attend the opening of the Bids.

- 02. **IFB Delivery Requirements:** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have their Bid delivered to Republic City Hall for receipt on or before the due date and time indicated.
 - a. If a Bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to Republic City Hall.
 - b. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected.
 - c. Arrangements may be made for their return at the Bidder’s request and expense.
 - d. Bids may be mailed to Republic City Hall and accepted if the signed Bid form and required information was mailed and received prior to the due date and time.
 - e. Bids sent by email will not be accepted.

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

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

- 03. **Legal Name and Signature:** Bids shall clearly indicate the legal name, address, and telephone number of the Bidder (company, firm, corporation, partnership, or individual).
 - a. Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page.
 - b. The signer shall have the authority to bind the Bidder to the submitted Bid.
 - c. Failure to properly sign the Bid form shall invalidate the Bid, and it shall not be considered for award.

- 04. **Corrections:** No erasures are permitted.
 - a. In the event a correction is necessary, in order for the City to consider the correction, the following formatting must be applied:
 - 1. A single line (strike-through) to the entered text needing correction, and
 - 2. The corrected text written above the strike-through text, and
 - 3. The signer(s) of the Bid must initial all corrections.

- 05. **Clarification and Addenda:** Bidders are expected to examine all documents attached to and/or provided by the City with this IFB, and prior to submitting any Bid in response to this IFB, make any necessary and/or reasonable inquiries of the City to ensure all such Bidders understand the entirety of the documents.
 - a. Any inquiries or suggestions concerning interpretation, clarification, or other additional information pertaining to the IFB shall be made through the listed City contact in writing (email is permitted).
 - b. The City of Republic shall not be responsible for verbal interpretations or other information given by any individual purporting to be employed by or otherwise representing the City.
 - c. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.
 - d. It shall be the responsibility of each Bidder, prior to submitting their Bid, to direct any inquiries to the listed City contact.

06. **IFB Expenses:** There is no expressed or implied obligation for the City of Republic to reimburse responding

Bidders and the City will not reimburse for any expenses incurred in preparing responses to this IFB.

07. **Bid Security:** All Bids must be accompanied by a Bid Security, which shall constitute the Bidder's guarantee that, if awarded the contract under this IFB, the Bidder will promptly execute all contract documents and other documents required under this IFB, and will furnish good and sufficient bond for the performance of the same.
- a. The Bid Security shall consist of a certified check, cashier's check or a Bid bond, guaranteed by a surety company authorized by the Director of the Missouri Department of Insurance and Commerce to conduct surety business in the state of Missouri, in an amount no less than ten percent (10%) of the Bid, and made payable to the City of Republic.
 - b. Bids submitted without the required Bid Security will not be considered for award under this IFB.
 - c. The Bid Securities of all Bidders, except for the three apparent lowest Bidders, will be returned as soon as reasonably possible after the opening and review of Bids.
 - d. The City shall have the right to retain the Bid Security of the three apparent lowest Bidders until either: (1) all contract documents have been duly executed and all required bonds and proof of insurance, including certificates of insurance, have been furnished by the Bidder to the City; or (2) all Bids have been rejected, whichever occurs first.
08. **Irrevocable Offer:** Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of ninety (90) days to provide to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.
09. **Responsive and Responsible Bidder:** To be a responsive Bidder, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the IFB. To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible Bidder shall mean the Bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.
10. **Reserved Rights:** The City reserves the right to make such investigations as it deems necessary to make the determination of the Bidder's responsiveness and responsibility. Such information may include but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.
11. **The Right to Audit:** The Bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.
- a. The City shall have the right to audit the Bidder's records pertaining to the work/product for a period of three (3) years after final payment.
 - b. The cost of any audit conducted pursuant to this term will be paid by the City.
12. **Applicable Law:** All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order entered into under the terms of this IFB. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.
13. **Right to Protest:** Appeals and remedies are provided for in the City Procurement Regulations.
- a. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.

- b. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

14. **Ethical Standards Applicable:** With respect to this IFB, if any Bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such Bidder will be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids.
15. **Collusion Absolutely Prohibited:** All Bidders offering a submission in response to this IFB hereby expressly acknowledge and certify that they have not divulged, discussed, or compared their Bid to the Bids of any other Bidder(s), and further that they have not colluded or conspired with any other Bidder or parties to this IFB, to violate the terms and conditions governing submission of responses to this IFB whatsoever. All Bidders offering a submission in response to this IFB additionally promise that:
 - a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.
 - b. Any prices and/or cost data submitted have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor.
 - c. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
 - d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in any contract awarded under this IFB. No person or agency has been employed or retained to solicit or secure the contract awarded under this IFB upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.
16. **Contract Forms:** Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.
17. **Liability and Indemnity:**
 - a. In no event shall the City be liable to the successful Bidder for special, indirect, liquidated, incidental, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of any agreement or contract under the terms of this IFB. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under any agreement or contract awarded under the terms of this IFB.
 - b. The successful Bidder shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays, expenses, and claims, caused or allegedly caused by, or arising out of or related in any way whatsoever to (1) any agreement or contract awarded under this IFB, or (2) the work performed pursuant to such contract or agreement or any subcontract thereunder (the successful Bidder expressly acknowledging and assuming full responsibility for its subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for any other alleged damages.
 - c. The successful Bidder shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
18. **IFB Forms, Variances, and Alternates:** Bids must be submitted on the forms attached to this IFB as provided by the City; however, additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, Bidders

must fully comply with the City requested specifications and terms and conditions. Alternate Bids may not be considered at the sole discretion of the City Purchasing Agent.

19. **Bid Form:** All blank spaces must be completed with the appropriate response.
 - a. Bidders must state the price, written in ink, for what is proposed to complete each item of the project.
 - b. Bidders must insert the words "no Bid" in the space provided for any item for which no Bid is made.
 - c. Bidders must submit an executed Bid form, affidavit of compliance with other requested documents.

20. **Modifications or Withdrawal of Bid:** A modification of a Bid already submitted will be considered only if the modification is received prior to the time announced for opening of Bids, and is made in writing; executed and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

21. **No Bid:** If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.

22. **Errors in Bids:** Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the Bidder's own risk. Applicable law and regulations do not make allowance for errors either of omission or inclusion on the part of Bidders. In case an error regarding extension of prices in the Bid, the unit price shall govern.

23. **Prices:** Bids must include both unit price and extended total.
 - a. Price must be stated in units of quantity specified in the Bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern.
 - b. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). FOB, as used in this IFB, shall mean that the successful Bidder, at their own expense, shall transport the equipment and/or materials and bear the risk of loss from successful Bidder's location to a specified location in the City of Republic. City shall not take title to the materials or equipment until it is delivered and accepted by City at the address specified within the City of Republic.
 - c. Each item must be Bid separately and no attempt is to be made to tie any item or items in with any other item or items.
 - d. If a Bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - e. Payment terms shall be Net 30 if not otherwise specified.
 - f. Pre-payment terms are not acceptable.

24. **Discounts:** Any and all discounts, except cash discounts for prompt payments, must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in the City's determination of award(s).

25. **Descriptive Information:** All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended.
 - a. Brand or trade names referenced in specifications are for comparison purposes only.
 - b. Bidders may submit Bids on items manufactured by an individual/entity other than the manufacturer specified so long as an "or equal" is expressly stated.

26. **Deviations to Specifications and Requirements:** When Bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records.
 - a. Failure of any Bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains.
 - b. All deviations from the specifications must be noted in detail by the Bidder on the Affidavit of Compliance form, at the time of submittal of Bid.

- c. The absence of listed deviations at the time of submittal of the Bid will hold the Bidder accountable to the specifications as written.
- d. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

27. **Quality Guaranty:** If any product delivered does not meet applicable specifications or otherwise fails to compare with the quality represented by the Bidder, the Bidder shall retrieve the product from the City as its own expense. The Bidder shall refund to the City any money the City has remitted to the Bidder for same. In the event the successful Bidder fails or refuses to retrieve the product and refund to the City any money previously remitted to the Bidder for such product in accord with the terms of this paragraph, the Bidder shall be responsible for the City's attorney fees and other costs it incurs in enforcing its rights under this paragraph.
28. **Quality Terms:** The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.
29. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
30. **Bid Awards:** Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the IFB and (2) is the lowest and best Bid, considering price, delivery, responsibility of the Bidder, and all other relevant factors.
- a. Unless otherwise stated in the IFB, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
 - b. As the best interest of the City may require, the right is reserved to make awards by item, group(s) of items, all or none or a combination thereof; and to reject any and all Bids or waive any minor or non-material irregularity or technicality in Bids received.
31. **Authorized Product Representation:** The successful Bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the Bidder(s) is legally authorized to submit and the successful Bidder(s) will be legally bound to perform according to the documents.
32. **Regulations:** It shall be the responsibility of each Bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.
- a. **E-VERIFY COMPLIANCE REQUIREMENTS:** All contractors or subcontractors to be utilized by Bidder on contracts exceeding five thousand dollars shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
 - b. Bidders are herein informed that the work to be performed under this IFB is subject to the requirements of Section 292.675, RSMo., which requires all contractors or subcontractors perform work such to provide and require its on-site employees to complete a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.
 - c. Pursuant to Section 292.675 RSMo., the successful Bidder shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by it, or any contractors or subcontractors hired by it, for each calendar day, or portion thereof, Such on-site employee is employed without the construction safety training required in the above paragraph.

- d. Section 208.009 RSMo. shall apply to any contracts awarded under this Bid.
33. **Termination of Award:** Any failure of the Bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for any reason by the City.
34. **Royalties and Patents:** The successful Bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.
35. **Equal Employment Opportunity Clause:** The City of Republic, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to the aforementioned Civil Rights Act, hereby notifies all Bidders that the City takes all reasonably necessary steps to affirmatively ensure that all Bidders, including minority businesses, will be afforded full opportunity to submit Bids in response to this IFB and that no Bidder will be discriminated against on the grounds of race, color, or national origin in determining the successful Bidder for award.
36. **Insurance Requirements:** For the duration of any contract awarded under this IFB, (which, for projects including any labor, means until the work is completed and accepted by the City; and which, for projects involving supply of materials only, means until the materials are delivered and accepted by the City), the successful Bidder is required to maintain certain insurance to protect it and the City against risks of loss in connection with the Project, as defined more fully below. The Successful Bidder will be required to provide the City with proof of insurance that satisfies the requirements stated below, unless otherwise specified by the City. The insurance requirements below may be modified or waived by the City at the City's sole discretion.
- a. **Workers' Compensation:** The Successful Bidder shall maintain Employers Liability and Workers Compensation Insurance for all persons it will employ or retain to perform any work in connection with a contract awarded under this IFB, and in the event the Successful Bidder will sublet or subcontract any such work, the Successful Bidder shall require the subcontractor to provide similar Workers Compensation Insurance for the subcontractor's employees, unless such employees are covered by the Successful Bidder's coverage. Workers Compensation coverage shall meet the minimum requirements under Missouri law of \$500,000 each employee and \$500,000 each accident.
 - b. **Commercial General Liability:** The Successful Bidder shall maintain Commercial General Liability coverage for personal and advertising injury, bodily injury including accidental death, and broad-form property damage, which may arise from the performance of any contract awarded under this IFB, in an aggregate amount of not less than \$2,000,000 each occurrence and \$1,000,000 each person.
 - c. **Commercial Automobile Liability (*applies only to projects involving the Successful Bidder's operation of vehicles in performing the work awarded under this IFB*):** The Successful Bidder shall maintain Commercial Automobile Liability coverage of not less than \$2,000,000 each occurrence and \$1,000,000 each person for "any auto" on an occurrence basis.
37. **Performance Bond and Labor & Materials Payment Bond (*applies only to projects involving labor*):** Pursuant to Section 107.170, RSMo., if the total cost of the project is estimated to exceed \$50,000.00, the successful Bidder shall execute a Performance and Maintenance Bond and a Labor and Materials Payment Bond with surety, approved by the City and on forms approved by the City, each bond shall be in the amount of the total project cost, conditioned upon the full and faithful performance of all major terms and conditions of the IFB and payment of all labor and material supplies.

38. **Liquidated Damages:** Time of completion of the Project by the Successful Bidder is of the essence. Should the Successful Bidder fail to complete the Project within the time specified in the governing contract/schedule, without express authorization by the City allowing for an extension of time to completion, the Successful Bidder shall be liable to the City in the amount of \$100 per day for each and every calendar day the Project remains uncompleted, as liquidated damages, and not as a penalty, it being stipulated and agreed that the actual damages to the City arising from the Successful Bidder's failure to timely complete the Project would be difficult, if not impossible, to reasonably ascertain. Assessment of liquidated damages will not relieve the Successful Bidder, or its surety/ies, of any responsibility or obligation under the Contract.
39. **Nonresident/Foreign Contractors:** To the extent the successful Bidder utilizes non-resident/foreign contractors to provide services or supplies in connection with this IFB, the successful Bidder shall procure and maintain:
- a. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570, RSMo.
 - b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230, RSMo.
40. **Bid Tabulation:** Bidders may request a copy of the Bid tabulation of the IFB.
41. **Budgetary Constraints:** The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.
42. **Additional Purchases by Other Public Agencies:** By submitting a Bid in response to this IFB, the Bidder authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this IFB unless otherwise noted on the Affidavit of Compliance Form.
43. **Order of Precedence:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to Bidders, shall take precedence.
44. **Affidavit for Service Contracts:** The successful Bidder represents, in accordance with Section 285.530.2, RSMo., that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under this IFB and agrees to provide an affidavit to the City of Republic affirming that it has not, and will not at any point in time relating to this IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.
45. **Inspection and Acceptance:** No item(s) received by the City pursuant to any agreement or contract awarded under this IFB shall be deemed accepted by the City until the City has had reasonable opportunity to inspect the item(s).
- a. Any item(s) which are discovered to be defective, or which do not conform to any warranty of the successful Bidder and/or entity/individual who sold the item(s), upon inspection, may be returned by the City to the successful Bidder and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - b. If, at a later time, any defect is discovered which was not ascertainable upon the initial inspection, the City may also return the defective item(s) to the successful Bidder and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - c. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City has under applicable Missouri or Republic law and/or any agreement or contract awarded under this IFB.

46. **Davis-Bacon Act:** If the Instructions to Bidders have indicated that the Project is financed, in whole or in part, from Federal funds, then all work performed pursuant to any contract awarded under this IFB shall be subject to all applicable federal statutes, rules and regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. §3141 et seq., and the "Federal Labor Standards Provisions," incorporated into this any agreement or contract awarded under this IFB.. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed pursuant to any contract awarded under this IFB, all contractors, subcontractors and other individuals/entities hired by the successful Bidder to perform work under this IFB shall pay the greater of the wages required under either law.
47. **Jurisdiction and Venue:** This IFB and any executed agreement required pursuant to the terms of this IFB, shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL UNDER ANY APPLICABLE STATUTE, COMMON LAW OR FEDERAL OR STATE CONSTITUTION.**
48. **Conflict of Interest:** By participating in this IFB and/or accepting an agreement pursuant to the IFB's terms, the successful Bidder certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor of the City of Republic, has a financial interest, direct or indirect, in this Agreement. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
49. **Sovereign Immunity:** In no event shall any language or requirement in this IFB or any Agreement that comes from this IFB be construed as or constitute a waiver or limitation of City's defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, states, and/or laws.
50. **Terms:** The City of Republic reserves the right to reject any and all proposals received from this Bid. It further has the right to negotiate with any qualified source, or to cancel in part or in its entirety this Bid. The City also reserves the right to modify, suspend, or terminate at its sole discretion any and all aspects of this bud process, to obtain further information from any and all respondents, and to waive any defects as to form or content of the Bid or any submissions by any firm. This bud does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All submissions become the property of the City as public record. All submissions may be subject to public review upon request.

ATTACHMENT A - BID SUBMISSION FORM

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Description of Work	Price
<p>Prepare the attached "Bid Submission Form Template" to develop unit and extended costs. Confirm description of proposed equipment.</p> <p>A Bid Submission form template should be developed for all pricing options/alternatives presented.</p> <p>Please note any of the following:</p> <ul style="list-style-type: none"> • Any labor personnel requests of the City of Republic for this project. • Any other requests or responsibilities of the City of Republic for this project. 	<p>Flow Monitoring Summary: _____</p> <p>Sewer Band Cost Summary: _____</p> <p>Rain Gauge Cost Summary: _____</p> <p>Software Cost Summary: _____</p> <p>Total Cost: _____</p>

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

<p>City of Republic, Missouri</p> <p>IFB for: Sanitary Sewer Flow Metering 2023</p> <p>Republic, MO 65738</p>	<p>Company Legal Name:</p> <p>_____</p>
	<p>Address:</p> <p>_____</p> <p>_____</p>
	<p>Signature:</p> <p>_____</p> <p>Name and Title:</p> <p>_____</p>
<p>Telephone: _____</p> <p>Cellular: _____</p> <p>Email: _____</p>	<p>Dated: _____</p> <p>Bidder's Federal ID Number: _____</p>

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

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

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

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

1. **Required Affidavit for Contracts Over \$5,000.00 (US) – Effective 1-1-2009**, the company (submitting a Bid) shall comply with the provisions of Section 285.525 through 285.550, RSMo., which require certain statements to be made under penalty of perjury pertaining to employment of unauthorized aliens. The award of any contract under this IFB is expressly contingent on the company (submitting a Bid) providing an acceptable, notarized affidavit, stating as follows:
 - a. that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
 - b. that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

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

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

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

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

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

Effective 1/1/2009

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally appeared _____ (Name) who is _____ (Title) of _____ (Name of company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

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

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

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

Signature

Printed Name

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires: _____

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

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

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

Employer, Your Company Name

Sample

John Doe
Name (Please type or print)

Title

Electronically Signed
Signature

Date

Verification

Department of Homeland Security Division

USCIS Verification Division
Name (Please type or print)

Title

Electronically Signed
Signature

Date

E-Verify
Memo of
Understanding - MOU
Electronic Signature
Page

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

To be submitted with all Bids in response to this IFB

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

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

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

Company Name _____

ADDENDA

By _____
(Authorized Person's Signature)

Offeror acknowledges receipt of the following addendum:

Company Address _____

Addendum No. _____

Addendum No. _____

Telephone Number _____

Addendum No. _____

Fax Number _____

Addendum No. _____

Date _____

Email _____

Federal Tax ID No. _____

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

Women Owned: _____

Veteran Owned: _____

City of Republic, Missouri
STATEMENT OF "NO PROPOSAL" / "NO BID"

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

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

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN IN THE "REMARKS" SECTION BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN IN THE "REMARKS" SECTION BELOW).

_____ OTHER (PLEASE SPECIFY IN THE "REMARKS" SECTION BELOW).

REMARKS:

COMPANY NAME: _____

ADDRESS: _____

TITLE: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

DATE: _____

State of Missouri
Limited Exemption
from Missouri State Sales and Use Tax on Purchases
(Political Subdivision)

Issued To:

MISSOURI ID: 12492990

CITY OF REPUBLIC
213 N MAIN AVE
REPUBLIC, MO 65738-1472

Effective Date: 07/11/2002

Your application for sales and use tax exempt status has been approved under Section 144.030.1, RSMo. This letter is issued as documentation of your agency's exempt status. Your agency must adhere to all requirements of your exempt status.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. Outlined below are specific requirements regarding this exemption. This summary is not intended as a complete restatement of the law. You should review the law to ensure your understanding and compliance.

- This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.
- Purchases by your agency are not subject to sales or use tax if conducted within your agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter.
- Individuals making personal purchases may not use this exemption.
- A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your agency only if your agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of Section 144.062 RSMo.
- Sales by your agency are subject to all applicable state and local sales taxes.
- If your agency engages in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit state and local sales taxes.
- Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, contact the Taxation Division, Post Office Box 358, Jefferson City, MO 65105-0358, salestaxexemptions@dor.mo.gov, or call 573-751-2836.

Notice Number: 2017597353

MISSOURI PROJECT EXEMPTION CERTIFICATE

Authorization for Purchasing Construction Materials for Tax Exempt Project
(The Form and Content of this Exemption Certificate have been approved by the Missouri Department of Revenue)

EXEMPT ENTITY ISSUING CERTIFICATE

Name: City of Republic, Missouri
Address: 213 N. Main Avenue
City/State/Zip: Republic, Missouri 65738

MO Tax Exempt I.D. #: 12492990
Contract Date:
Contract #: _____
Project Description: _____
Project Location: _____
Project Completion Date: _____
Auth. Signature: _____
Date: _____

Letter Effective Date:
Certificate Expiration Date:
Revised Expiration Date: _____

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction of the project identified herein and no other, pursuant to Section 144.62, RSMo.

PURCHASING CONTRACTOR OR SUBCONTRACTOR

Name: _____
Address: _____
City/State/Zip: _____

INSTRUCTIONS

EXEMPT ENTITY - A signed copy of this certificate, along with your MO Tax Exemption Letter, must be furnished to each contractor and/or subcontractor who will be purchasing tangible personal property for use in the project. It is the exempt entity's responsibility to ensure the validity of the certificate. You must issue a certificate with a Revised Expiration Date if purchases will be required to complete the project beyond the original Project Exemption Date.

CONTRACTOR OR SUBCONTRACTOR - The contractor shall furnish a completed copy of this exemption certificate, along with a copy of the exempt entity's MO Tax Exemption Letter, to all subcontractors, and any contractor or subcontractor purchasing materials shall present copies of such documents to all material suppliers as authorization to purchase, on behalf of the exempt entity, all tangible personal property and materials to be incorporated or consumed in the construction of that project and no other on a tax-exempt basis. A copy of each certificate must be retained by the purchaser for a period of five years.

MATERIAL SUPPLIER - A completed copy of this exemption certificate, along with the MO Tax Exemption Letter of the exempt entity contracting for the project, must be obtained from the contractor or subcontractor making purchases of tangible personal property for use in the project, and retained for audit purposes. Invoices issued for such purchases must reflect the name of the exempt entity and the project number assigned by the exempt entity shown above.

Bid Submission Form Template
 City of Republic, Missouri

Bid Alternative #: _____

Item Description	Quantity	Unit Rate	Extended Cost	Notes
Flow Monitoring Equipment				
<i>Flow Meter & Battery Module</i>	5	\$	\$	
<i>A/V Probes</i>	5	\$	\$	
<i>Modems (Telemetry)</i>	5	\$	\$	
<i>Cabling & Appurtenances</i>	5	\$	\$	
Sewer Bands				
<i>18 inches & Below (6,8,10,12,15,18)</i>	5	\$	\$	
<i>21" or Greater</i>	2	\$	\$	
Rain Gauge				
Rain Gauge & Tipping Bucket	1	\$	\$	
Modem	1	\$	\$	
Software Installation				
Meter Install Configuration (Mobile)	1	\$	\$	Meter & Rain Gauge Installation & Configuration
Cloud Hosting Environment	1	\$	\$	Cloud Hosting for Five Meter Sites and one (1) Rain Gauge
Total Bid Alternative Cost			\$	

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

CORE & MAIN LP
2854 E Kearney
Springfield, MO 65803

SURETY:

(Name, legal status and principal place of business)

RLI INSURANCE COMPANY
9025 North Lindbergh Drive
Peoria, IL 61615

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

CITY OF REPUBLIC
c/o City Clerk Laura Burbridge
213 North Main Avenue, Republic, MO 65738

BOND AMOUNT: Ten Percent of Amount bid
(10% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Sanitary Sewer Flow Metering 2023

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of July, 2023

Francesca Kazmierczak
(Witness) Francesca Kazmierczak

CORE & MAIN LP
(Principal) *Sandra Diaz* *(Seal)*
(Title) Sandra Diaz, Attorney in Fact

Beverly Woolford
(Witness) Beverly Woolford

RLI INSURANCE COMPANY
(Surety) *Anne Potter* *(Seal)*
(Title) Anne Potter, Attorney in Fact

LIMITED POWER OF ATTORNEY

The undersigned, Core & Main LP, a Florida limited partnership (the "Company"), hereby designates Susan Welsh, Frances Rodriguez, Sara Owens, Ben Stahl, Sandra Diaz, Anne Potter, Francesca Kazmierczak, Elizabeth Sterling, Jennifer Jakaitis, Marisa Thielen and Wayne McVaugh of Aon Corporation as its attorneys in fact (referred to individually or collectively as "the Agent") on the following terms and conditions:

- 1. **Authority to Act.** The Agent is authorized to act for the Company under this Power of Attorney.
- 2. **Powers of Agent.** The Agent shall have the full power and authority to execute and deliver surety, performance, bid and payment bonds (collectively, "Bonds") in an amount not to exceed \$10,000,000.00 per Bond, upon receipt by the Agent of a written request for a Bond from an individual or individuals at the Company or its subsidiaries duly authorized to make such a request.
- 3. **Reliance by Third Parties.** Third parties may rely upon the representations of the Agent as to all matters regarding powers granted to the Agent. No person who acts in reliance on the representations of the Agent or the authority granted under this Power of Attorney shall incur any liability to the Company for permitting the Agent to exercise any power prior to actual knowledge that the Power of Attorney has been revoked or terminated by operation of law or otherwise.
- 4. **Indemnification of Agent.** No agent named or substituted in this power shall incur any liability to the Company for acting or refraining from acting under this power, except for such agent's own misconduct or negligence.
- 5. **Original Counterparts.** Photocopies of this signed Power of Attorney shall be treated as original counterparts.
- 6. **Compensation.** The Agent shall be reimbursed for reasonable expenses incurred while acting as Agent and may receive reasonable compensation for acting as Agent.

Dated: July 11, 2022

Mark Witkowski

Name: Mark Witkowski

Signed in the presence of:

[Signature]

Witness

Kathy Edger

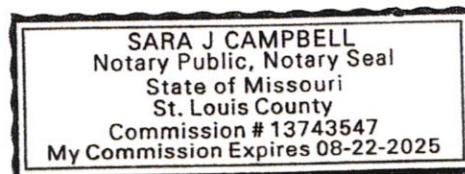
Witness

Subscribed and sworn to before me on July 11, 2022

Sara J Campbell
Notary Public, [County/State] ST LOUIS, MISSOURI

My commission expires: 08-22-2025

(SEAL)



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Debra A. Deming, Sandra Diaz, Valorie Spates, Susan A. Welsh, Jennifer L. Jakaitis, Peter Healy, Aklima Noorhassan, Frances Rodriguez, Francesca Kazmierczak, Anne L. Potter, Kemal Brkanovic, Beverly A. Woolford, jointly or severally

in the City of New York, State of New York its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 8th day of March, 2023.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

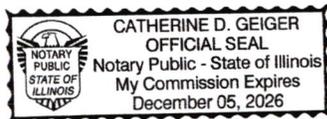
CERTIFICATE

On this 8th day of March, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 6th day of July, 2023.

By: Catherine D. Geiger
Catherine D. Geiger Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary





P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: asksurety@rlicorp.com
RLISURETY.COM

RLI Insurance Company

December 31, 2022

Admitted Assets

Table listing Admitted Assets: Investments (Fixed maturities, Equity securities, Short-term investments, Real estate, Properties held to produce income, Cash and cash equivalents, Other invested assets, Receivables for securities, Agents' balances, Investment income due and accrued, Funds held, Reinsurance recoverable on paid losses, Federal income taxes receivable, Net deferred tax asset, Guarantee funds receivable or on deposit, Electronic data processing equipment, net of depreciation, Receivable from affiliates, Other admitted assets) and Total Admitted Assets (\$ 2,916,068,307).

Liabilities and Surplus

Table listing Liabilities and Surplus: Liabilities (Reserve for unpaid losses and loss adjustment expenses, Unearned premiums, Accrued expenses, Funds held, Advance premiums, Amounts withheld, Remittances and items not allocated, Dividends declared and unpaid, Ceded reinsurance premium payable, Payable for securities, Statutory penalties, Current federal & foreign income taxes, Net deferred tax liability, Borrowed money and accrued interest, Drafts outstanding, Payable to affiliate, Other liabilities) and Total Liabilities (\$ 1,508,143,147); Surplus (Common stock, Additional paid-in capital, Unassigned surplus) and Total Surplus (\$ 1,407,925,160); Total Liabilities and Surplus (\$ 2,916,068,307).

State of Illinois }
County of Peoria }

The undersigned, being duly sworn, says: That he is the President of RLI Insurance Company; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of ... and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2022.

Attest:



{ Corporate Seal Affixed }

Craig Kliethermes (Signature) President
Olga S. Happel (Signature) Assistant Secretary

Sworn to before me this 10th day of March, 2023.



{ Notarial Seal Affixed }

Catherine D. Geiger (Signature) Notary Public, State of Illinois



City of Republic - Invitation for Bid

Sanitary Sewer Flow Metering 2023

SEALED BIDS MUST BE PHYSICALLY RECEIVED AT REPUBLIC CITY HALL PRIOR TO 3:00 P.M. on Monday July 10th. Bids will be opened by the City at Republic City Hall at said time and place.

BIDS SHOULD BE ADDRESSED AS FOLLOWS:

**City of Republic
c/o City Clerk, Laura Burbridge
213 N. Main Avenue
Republic, MO 65738**

Bids must be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the Bidder. Bidders can add their own sheets for clarification of pricing on certain products if they choose.

- Bids shall be submitted with the **Invitation for Bid (“IFB”) project name or item clearly indicated on the outside of the mailing envelope.**
- Bids received after the opening date and time **will be rejected.**
- The attached Terms and Conditions shall become part of and are herein expressly incorporated into any contract, agreement or award resulting from this Invitation for Bid.
- FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.
- Projects exceeding \$75,000 in total cost shall be paid at prevailing wage.
- You are invited to submit your Bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts. Bidders do not necessarily need to bid all requested categories, but it is encouraged.
- Bids will be taken to City Council for approval on **July 18th, 2023**. Notice to proceed shall follow no later than July 24th, 2023 following approval granted by City Council.

DESCRIPTION:

Flow Metering Equipment:

- Provide 5 area-velocity flow meters including all necessary sensors, data recorders, mounting hardware, cables, software and equipment needed for the meters to be fully operational.
 - ISCO 2150, Hach FL900, or equal
- Sensors must measure the depth, velocity and flow (minimum, maximum and average) with the following levels of accuracy:
 - Depth accuracy of +/- 0.2 inches (maximum)
 - Velocity accuracy of +/- 0.3 feet per second (maximum)
- Provide flow meters and A/V probes that are capable to accurately measure gravity flow in pipes with diameters ranging from 6" to 24".
- Provide metering bands necessary for flow monitoring installations for pipe sizes ranging from 8" to 24" diameter.

Rainfall Monitoring Equipment:

- Provide one (1) tipping bucket rain gauge:
 - ISCO 677Ci (2015CI with antenna and 2191 Battery node) , Trimble/Telog Rain Gauge Recorder with Cellular Modem (RG-32A) with Texas Electronics TR-525 Tipping Bucket, or equal.
- Provide wireless communication modules (modems) and necessary cabling for each flow meter and rain gauge that are capable of transmitting the data collected to the cloud in near real time (up to every 5-minutes).

Software

- Provide quote for flow monitoring software to support meter installations and provide data cloud hosting and remote access to the flow monitoring data for up to five (5) flow meters and one (1) rain gauge.
- Software costs should include all up-front purchase pricing for the software platform and annual maintenance costs.

Include with the bid the following information:

- Equipment specifications and warranty information for the flow meters to be furnished, and a description of the equipment, communication processes and data feed transmission process.
- Procedures, schedule, and documentation for meter calibration.
- Manufacturer Procedure Recommendations for installation

City plans to award Base bid, plus any combination of alternates as determined by the City. Therefore, please provide pricing for each, separately.

SCHEDULE:

City intends to take the winning bid to City Council for Approval on July 18th, 2023, with Notice to Proceed to follow no later than July 24th, 2023. Delivery of all equipment awarded shall be no later than December 1st 2023.

Inquiries: All inquiries for information should be directed to:

Garrett Brickner, Engineering Manager
 BUILDS Department, City of Republic
gbrickner@republicmo.com
 (417) 732-3405

Important Notice Regarding Competitive Bidding:

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

TERMS AND CONDITIONS

- 01. **Opening Location:** Bids submitted in response to this Invitation for Bid (“IFB”) will be opened at Republic City Hall, located at 213 N. Main Avenue, at 3:00 P.M. on Monday July 10th. All Bidders (individually, “Bidder”; collectively, “Bidders”) and/or their authorized representative(s) are permitted to attend the opening of the Bids.
- 02. **IFB Delivery Requirements:** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have their Bid delivered to Republic City Hall for receipt on or before the due date and time indicated.
 - a. If a Bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to Republic City Hall.
 - b. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected.
 - c. Arrangements may be made for their return at the Bidder’s request and expense.
 - d. Bids may be mailed to Republic City Hall and accepted if the signed Bid form and required information was mailed and received prior to the due date and time.
 - e. Bids sent by email will not be accepted.

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

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

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

- 06. **IFB Expenses:** There is no expressed or implied obligation for the City of Republic to reimburse respondents

Bidders and the City will not reimburse for any expenses incurred in preparing responses to this IFB.

07. **Bid Security:** All Bids must be accompanied by a Bid Security, which shall constitute the Bidder's guarantee that, if awarded the contract under this IFB, the Bidder will promptly execute all contract documents and other documents required under this IFB, and will furnish good and sufficient bond for the performance of the same.
- a. The Bid Security shall consist of a certified check, cashier's check or a Bid bond, guaranteed by a surety company authorized by the Director of the Missouri Department of Insurance and Commerce to conduct surety business in the state of Missouri, in an amount no less than ten percent (10%) of the Bid, and made payable to the City of Republic.
 - b. Bids submitted without the required Bid Security will not be considered for award under this IFB.
 - c. The Bid Securities of all Bidders, except for the three apparent lowest Bidders, will be returned as soon as reasonably possible after the opening and review of Bids.
 - d. The City shall have the right to retain the Bid Security of the three apparent lowest Bidders until either: (1) all contract documents have been duly executed and all required bonds and proof of insurance, including certificates of insurance, have been furnished by the Bidder to the City; or (2) all Bids have been rejected, whichever occurs first.
08. **Irrevocable Offer:** Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of ninety (90) days to provide to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.
09. **Responsive and Responsible Bidder:** To be a responsive Bidder, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the IFB. To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible Bidder shall mean the Bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.
10. **Reserved Rights:** The City reserves the right to make such investigations as it deems necessary to make the determination of the Bidder's responsiveness and responsibility. Such information may include but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.
11. **The Right to Audit:** The Bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.
- a. The City shall have the right to audit the Bidder's records pertaining to the work/product for a period of three (3) years after final payment.
 - b. The cost of any audit conducted pursuant to this term will be paid by the City.
12. **Applicable Law:** All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order entered into under the terms of this IFB. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.
13. **Right to Protest:** Appeals and remedies are provided for in the City Procurement Regulations.
- a. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.

- b. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.
14. **Ethical Standards Applicable:** With respect to this IFB, if any Bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such Bidder will be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids.
15. **Collusion Absolutely Prohibited:** All Bidders offering a submission in response to this IFB hereby expressly acknowledge and certify that they have not divulged, discussed, or compared their Bid to the Bids of any other Bidder(s), and further that they have not colluded or conspired with any other Bidder or parties to this IFB, to violate the terms and conditions governing submission of responses to this IFB whatsoever. All Bidders offering a submission in response to this IFB additionally promise that:
- Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.
 - Any prices and/or cost data submitted have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor.
 - No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
 - The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in any contract awarded under this IFB. No person or agency has been employed or retained to solicit or secure the contract awarded under this IFB upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.
16. **Contract Forms:** Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.
17. **Liability and Indemnity:**
- In no event shall the City be liable to the successful Bidder for special, indirect, liquidated, incidental, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of any agreement or contract under the terms of this IFB. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under any agreement or contract awarded under the terms of this IFB.
 - The successful Bidder shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays, expenses, and claims, caused or allegedly caused by, or arising out of or related in any way whatsoever to (1) any agreement or contract awarded under this IFB, or (2) the work performed pursuant to such contract or agreement or any subcontract thereunder (the successful Bidder expressly acknowledging and assuming full responsibility for its subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for any other alleged damages.
 - The successful Bidder shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
18. **IFB Forms, Variances, and Alternates:** Bids must be submitted on the forms attached to this IFB as provided by the City; however, additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, Bidder

must fully comply with the City requested specifications and terms and conditions. Alternate Bids may not be considered at the sole discretion of the City Purchasing Agent.

19. **Bid Form:** All blank spaces must be completed with the appropriate response.
 - a. Bidders must state the price, written in ink, for what is proposed to complete each item of the project.
 - b. Bidders must insert the words “no Bid” in the space provided for any item for which no Bid is made.
 - c. Bidders must submit an executed Bid form, affidavit of compliance with other requested documents.

20. **Modifications or Withdrawal of Bid:** A modification of a Bid already submitted will be considered only if the modification is received prior to the time announced for opening of Bids, and is made in writing; executed and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

21. **No Bid:** If not submitting a Bid, respond by returning the “Statement of No Bid” no later than the stated Bid opening time and date, and explain the reason in the space provided.

22. **Errors in Bids:** Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the Bidder’s own risk. Applicable law and regulations do not make allowance for errors either of omission or inclusion on the part of Bidders. In case an error regarding extension of prices in the Bid, the unit price shall govern.

23. **Prices:** Bids must include both unit price and extended total.
 - a. Price must be stated in units of quantity specified in the Bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern.
 - b. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). FOB, as used in this IFB, shall mean that the successful Bidder, at their own expense, shall transport the equipment and/or materials and bear the risk of loss from successful Bidder’s location to a specified location in the City of Republic. City shall not take title to the materials or equipment until it is delivered and accepted by City at the address specified within the City of Republic.
 - c. Each item must be Bid separately and no attempt is to be made to tie any item or items in with any other item or items.
 - d. If a Bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - e. Payment terms shall be Net 30 if not otherwise specified.
 - f. Pre-payment terms are not acceptable.

24. **Discounts:** Any and all discounts, except cash discounts for prompt payments, must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in the City’s determination of award(s).

25. **Descriptive Information:** All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended.
 - a. Brand or trade names referenced in specifications are for comparison purposes only.
 - b. Bidders may submit Bids on items manufactured by an individual/entity other than the manufacturer specified so long as an “or equal” is expressly stated.

26. **Deviations to Specifications and Requirements:** When Bidding on an “or equal,” Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records.
 - a. Failure of any Bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains.
 - b. All deviations from the specifications must be noted in detail by the Bidder on the Affidavit of Compliance form, at the time of submittal of Bid.

- c. The absence of listed deviations at the time of submittal of the Bid will hold the Bidder s accountable to the specifications as written.
 - d. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.
27. **Quality Guaranty:** If any product delivered does not meet applicable specifications or otherwise fails to compare with the quality represented by the Bidder, the Bidder shall retrieve the product from the City as its own expense. The Bidder shall refund to the City any money the City has remitted to the Bidder for same. In the event the successful Bidder fails or refuses to retrieve the product and refund to the City any money previously remitted to the Bidder for such product in accord with the terms of this paragraph, the Bidder shall be responsible for the City's attorney fees and other costs it incurs in enforcing its rights under this paragraph.
28. **Quality Terms:** The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.
29. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
30. **Bid Awards:** Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the IFB and (2) is the lowest and best Bid, considering price, delivery, responsibility of the Bidder, and all other relevant factors.
- a. Unless otherwise stated in the IFB, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
 - b. As the best interest of the City may require, the right is reserved to make awards by item, group(s) of items, all or none or a combination thereof; and to reject any and all Bids or waive any minor or non-material irregularity or technicality in Bids received.
31. **Authorized Product Representation:** The successful Bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the Bidder(s) is legally authorized to submit and the successful Bidder(s) will be legally bound to perform according to the documents.
32. **Regulations:** It shall be the responsibility of each Bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.
- a. **E-VERIFY COMPLIANCE REQUIREMENTS:** All contractors or subcontractors to be utilized by Bidder on contracts exceeding five thousand dollars shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
 - b. Bidders are herein informed that the work to be performed under this IFB is subject to the requirements of Section 292.675, RSMo., which requires all contractors or subcontractors perform work such to provide and require its on-site employees to complete a ten (10)hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.
 - c. Pursuant to Section 292.675 RSMo., the successful Bidder shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by it, or any contractors or subcontractors hired by it, for each calendar day, or portion thereof, Such on-site employee is employed without the construction safety training required in the above paragraph.

d. Section 208.009 RSMo. shall apply to any contracts awarded under this Bid.

33. **Termination of Award:** Any failure of the Bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for any reason by the City.
34. **Royalties and Patents:** The successful Bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.
35. **Equal Employment Opportunity Clause:** The City of Republic, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to the aforementioned Civil Rights Act, hereby notifies all Bidders that the City takes all reasonably necessary steps to affirmatively ensure that all Bidders, including minority businesses, will be afforded full opportunity to submit Bids in response to this IFB and that no Bidder will be discriminated against on the grounds of race, color, or national origin in determining the successful Bidder for award.
36. **Insurance Requirements:** For the duration of any contract awarded under this IFB, (which, for projects including any labor, means until the work is completed and accepted by the City; and which, for projects involving supply of materials only, means until the materials are delivered and accepted by the City), the successful Bidder is required to maintain certain insurance to protect it and the City against risks of loss in connection with the Project, as defined more fully below. The Successful Bidder will be required to provide the City with proof of insurance that satisfies the requirements stated below, unless otherwise specified by the City. The insurance requirements below may be modified or waived by the City at the City's sole discretion.
- a. **Workers' Compensation:** The Successful Bidder shall maintain Employers Liability and Workers Compensation Insurance for all persons it will employ or retain to perform any work in connection with a contract awarded under this IFB, and in the event the Successful Bidder will sublet or subcontract any such work, the Successful Bidder shall require the subcontractor to provide similar Workers Compensation Insurance for the subcontractor's employees, unless such employees are covered by the Successful Bidder's coverage. Workers Compensation coverage shall meet the minimum requirements under Missouri law of \$500,000 each employee and \$500,000 each accident.
 - b. **Commercial General Liability:** The Successful Bidder shall maintain Commercial General Liability coverage for personal and advertising injury, bodily injury including accidental death, and broad-form property damage, which may arise from the performance of any contract awarded under this IFB, in an aggregate amount of not less than \$2,000,000 each occurrence and \$1,000,000 each person.
 - c. **Commercial Automobile Liability (*applies only to projects involving the Successful Bidder's operation of vehicles in performing the work awarded under this IFB*):** The Successful Bidder shall maintain Commercial Automobile Liability coverage of not less than \$2,000,000 each occurrence and \$1,000,000 each person for "any auto" on an occurrence basis.
37. **Performance Bond and Labor & Materials Payment Bond (*applies only to projects involving labor*):** Pursuant to Section 107.170, RSMo., if the total cost of the project is estimated to exceed \$50,000.00, the successful Bidder shall execute a Performance and Maintenance Bond and a Labor and Materials Payment Bond with surety, approved by the City and on forms approved by the City, each bond shall be in the amount of the total project cost, conditioned upon the full and faithful performance of all major terms and conditions of the IFB and payment of all labor and material supplies.

38. **Liquidated Damages:** Time of completion of the Project by the Successful Bidder is of the essence. Should the Successful Bidder fail to complete the Project within the time specified in the governing contract/schedule, without express authorization by the City allowing for an extension of time to completion, the Successful Bidder shall be liable to the City in the amount of \$100 per day for each and every calendar day the Project remains uncompleted, as liquidated damages, and not as a penalty, it being stipulated and agreed that the actual damages to the City arising from the Successful Bidder's failure to timely complete the Project would be difficult, if not impossible, to reasonably ascertain. Assessment of liquidated damages will not relieve the Successful Bidder, or its surety/ies, of any responsibility or obligation under the Contract.
39. **Nonresident/Foreign Contractors:** To the extent the successful Bidder utilizes non-resident/foreign contractors to provide services or supplies in connection with this IFB, the successful Bidder shall procure and maintain:
- a. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570, RSMo.
 - b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230, RSMo.
40. **Bid Tabulation:** Bidders may request a copy of the Bid tabulation of the IFB.
41. **Budgetary Constraints:** The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.
42. **Additional Purchases by Other Public Agencies:** By submitting a Bid in response to this IFB, the Bidder authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this IFB unless otherwise noted on the Affidavit of Compliance Form.
43. **Order of Precedence:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to Bidders, shall take precedence.
44. **Affidavit for Service Contracts:** The successful Bidder represents, in accordance with Section 285.530.2, RSMo., that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under this IFB and agrees to provide an affidavit to the City of Republic affirming that it has not, and will not at any point in time relating to this IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.
45. **Inspection and Acceptance:** No item(s) received by the City pursuant to any agreement or contract awarded under this IFB shall be deemed accepted by the City until the City has had reasonable opportunity to inspect the item(s).
- a. Any item(s) which are discovered to be defective, or which do not conform to any warranty of the successful Bidder and/or entity/individual who sold the item(s), upon inspection, may be returned by the City to the successful Bidder and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - b. If, at a later time, any defect is discovered which was not ascertainable upon the initial inspection, the City may also return the defective item(s) to the successful Bidder and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - c. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City has under applicable Missouri or Republic law and/or any agreement or contract awarded under this IFB.

46. **Davis-Bacon Act:** If the Instructions to Bidders have indicated that the Project is financed, in whole or in part, from Federal funds, then all work performed pursuant to any contract awarded under this IFB shall be subject to all applicable federal statutes, rules and regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. §3141 et seq., and the "Federal Labor Standards Provisions," incorporated into this any agreement or contract awarded under this IFB.. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed pursuant to any contract awarded under this IFB, all contractors, subcontractors and other individuals/entities hired by the successful Bidder to perform work under this IFB shall pay the greater of the wages required under either law.
47. **Jurisdiction and Venue:** This IFB and any executed agreement required pursuant to the terms of this IFB, shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL UNDER ANY APPLICABLE STATUTE, COMMON LAW OR FEDERAL OR STATE CONSTITUTION.**
48. **Conflict of Interest:** By participating in this IFB and/or accepting an agreement pursuant to the IFB's terms, the successful Bidder certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor of the City of Republic, has a financial interest, direct or indirect, in this Agreement. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
49. **Sovereign Immunity:** In no event shall any language or requirement in this IFB or any Agreement that comes from this IFB be construed as or constitute a waiver or limitation of City's defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, states, and/or laws.
50. **Terms:** The City of Republic reserves the right to reject any and all proposals received from this Bid. It further has the right to negotiate with any qualified source, or to cancel in part or in its entirety this Bid. The City also reserves the right to modify, suspend, or terminate at its sole discretion any and all aspects of this bud process, to obtain further information from any and all respondents, and to waive any defects as to form or content of the Bid or any submissions by any firm. This bud does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All submissions become the property of the City as public record. All submissions may be subject to public review upon request.

ATTACHMENT A - BID SUBMISSION FORM

Item 17.

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Description of Work	Price
<p>Prepare the attached "Bid Submission Form Template" to develop unit and extended costs. Confirm description of proposed equipment.</p> <p>A Bid Submission form template should be developed for all pricing options/alternatives presented.</p> <p>Please note any of the following:</p> <ul style="list-style-type: none"> • Any labor personnel requests of the City of Republic for this project. • Any other requests or responsibilities of the City of Republic for this project. 	<p>Flow Monitoring Summary: _____</p> <p>Sewer Band Cost Summary: _____</p> <p>Rain Gauge Cost Summary: _____</p> <p>Software Cost Summary: _____</p> <p>Total Cost: _____</p>

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

<p>City of Republic, Missouri</p> <p>IFB for: Sanitary Sewer Flow Metering 2023</p> <p>Republic, MO 65738</p>	<p>Company Legal Name:</p> <p>_____</p>
	<p>Address:</p> <p>_____</p> <p>_____</p>
<p>Telephone: _____</p> <p>Cellular: _____</p> <p>Email: _____</p>	<p>Signature:</p> <p>_____</p> <p>Name and Title:</p> <p>_____</p> <p>Dated: _____</p> <p>Bidder's Federal ID Number: _____</p>

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

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

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

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

1. **Required Affidavit for Contracts Over \$5,000.00 (US)** – Effective 1-1-2009, the company (submitting a Bid) shall comply with the provisions of Section 285.525 through 285.550, RSMo., which require certain statements to be made under penalty of perjury pertaining to employment of unauthorized aliens. The award of any contract under this IFB is expressly contingent on the company (submitting a Bid) providing an acceptable, notarized affidavit, stating as follows:
 - a. that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
 - b. that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

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

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

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

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

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

Effective 1/1/2009

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally appeared _____ (Name) who is _____ (Title) of _____ (Name of company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

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

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

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

Signature

Printed Name

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires: _____

Company ID Number: XXXXXX

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

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

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

Employer, Your Company Name

John Doe
Name (Please type or print)

Title

Electronically Signed
Signature

Date

Verification

Department of Homeland Security Division

USCIS Verification Division
Name (Please type or print)

Title

Electronically Signed
Signature

Date

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

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

To be submitted with all Bids in response to this IFB

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

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

_____.

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

Company Name _____

ADDENDA

By _____
(Authorized Person's Signature)

Offeror acknowledges receipt of the following addendum:

Company Address _____

Addendum No. _____

Addendum No. _____

Telephone Number _____

Addendum No. _____

Fax Number _____

Addendum No. _____

Date _____

Email _____

Federal Tax ID No. _____

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

Women Owned: _____

Veteran Owned: _____

City of Republic, Missouri
STATEMENT OF "NO PROPOSAL" / "NO BID"

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

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

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY(PLEASE EXPLAIN IN THE "REMARKS" SECTION BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN IN THE "REMARKS" SECTION BELOW).

_____ OTHER (PLEASE SPECIFY IN THE "REMARKS" SECTION BELOW).

REMARKS:

COMPANY NAME: _____

ADDRESS: _____

TITLE: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

DATE: _____

State of Missouri

Limited Exemption from Missouri State Sales and Use Tax on Purchases (Political Subdivision)

Issued To:

MISSOURI ID: 12492990

CITY OF REPUBLIC
213 N MAIN AVE
REPUBLIC, MO 65738-1472

Effective Date: 07/11/2002

Your application for sales and use tax exempt status has been approved under Section 144.030.1, RSMo. This letter is issued as documentation of your agency's exempt status. Your agency must adhere to all requirements of your exempt status.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. Outlined below are specific requirements regarding this exemption. This summary is not intended as a complete restatement of the law. You should review the law to ensure your understanding and compliance.

- This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.
- Purchases by your agency are not subject to sales or use tax if conducted within your agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter.
- Individuals making personal purchases may not use this exemption.
- A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your agency only if your agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of Section 144.062 RSMo.
- Sales by your agency are subject to all applicable state and local sales taxes.
- If your agency engages in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit state and local sales taxes.
- Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, contact the Taxation Division, Post Office Box 358, Jefferson City, MO 65105-0358, salestaxexemptions@dor.mo.gov, or call 573-751-2836.

Notice Number: 2017597353

MISSOURI PROJECT EXEMPTION CERTIFICATE

Authorization for Purchasing Construction Materials for Tax Exempt Project
(The Form and Content of this Exemption Certificate have been approved by the Missouri Department of Revenue)

EXEMPT ENTITY ISSUING CERTIFICATE

Name: City of Republic, Missouri
Address: 213 N. Main Avenue
City/State/Zip: Republic, Missouri 65738

MO Tax Exempt I.D. #: 12492990
Contract Date:
Contract #: _____
Project Description: _____
Project Location: _____
Project Completion Date: _____
Auth. Signature: _____
Date: _____

Letter Effective Date:
Certificate Expiration Date:
Revised Expiration Date: _____

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction of the project identified herein and no other, pursuant to Section 144.62, RSMo.

PURCHASING CONTRACTOR OR SUBCONTRACTOR

Name: _____
Address: _____
City/State/Zip: _____

INSTRUCTIONS

EXEMPT ENTITY - A signed copy of this certificate, along with your MO Tax Exemption Letter, must be furnished to each contractor and/or subcontractor who will be purchasing tangible personal property for use in the project. It is the exempt entity's responsibility to ensure the validity of the certificate. You must issue a certificate with a Revised Expiration Date if purchases will be required to complete the project beyond the original Project Exemption Date.

CONTRACTOR OR SUBCONTRACTOR - The contractor shall furnish a completed copy of this exemption certificate, along with a copy of the exempt entity's MO Tax Exemption Letter, to all subcontractors, and any contractor or subcontractor purchasing materials shall present copies of such documents to all material suppliers as authorization to purchase, on behalf of the exempt entity, all tangible personal property and materials to be incorporated or consumed in the construction of that project and no other on a tax-exempt basis. A copy of each certificate must be retained by the purchaser for a period of five years.

MATERIAL SUPPLIER - A completed copy of this exemption certificate, along with the MO Tax Exemption Letter of the exempt entity contracting for the project, must be obtained from the contractor or subcontractor making purchases of tangible personal property for use in the project, and retained for audit purposes. Invoices issued for such purchases must reflect the name of the exempt entity and the project number assigned by the exempt entity shown above.

Bid Submission Form Template

City of Republic, Missouri

Bid Alternative #: _____

Item Description	Quantity	Unit Rate	Extended Cost	Notes
Flow Monitoring Equipment				
<i>Flow Meter & Battery Module</i>	5	\$	\$	
<i>A/V Probes</i>	5	\$	\$	
<i>Modems (Telemetry)</i>	5	\$	\$	
<i>Cabling & Appurtenances</i>	5	\$	\$	
Sewer Bands				
<i>18 inches & Below (6,8,10,12,15,18)</i>	5	\$	\$	
<i>21" or Greater</i>	2	\$	\$	
Rain Gauge				
Rain Gauge & Tipping Bucket	1	\$	\$	
Modem	1	\$	\$	
Software Installation				
Meter Install Configuration (Mobile)	1	\$	\$	Meter & Rain Gauge Installation & Configuration
Cloud Hosting Environment	1	\$	\$	Cloud Hosting for Five Meter Sites and one (1) Rain Gauge
Total Bid Alternative Cost			\$	



AGENDA ITEM ANALYSIS

Project/Issue Name: 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.

Submitted By: Garrett Cline, Recreation Superintendent (Athletics)

Date: July 18, 2023

Issue Statement

A Resolution authorizing execution of an agreement with Modern Tractor for the primary usage of two land parcels, each of 3.41 acres.

Discussion and/or Analysis

Larry Lipscomb/Modern Tractor and Republic Parks & Recreation have agreed to the usage of two 3.41 acre lots, located at Frisco Square, for primary usage of Youth Soccer Practices. The two 3.41 acre lots currently adjoin with .93 acres of City of Republic property, culminating in 7.75 acres of land for youth athletics practices. The two parcels in consideration are "FRISCO SQUARE PH 3 LOT 2" and "FRISCO SQUARE PH 3 LOT 3".

In exchange for use of the two parcels, the City shall provide all maintenance, upkeep, mowing, and other care for the parcels. Prior to the City's use of the parcels, the City shall be responsible for safety-related preparation of the parcels, including but not limited to the removal of safety hazards such as unreasonably uneven terrain, and large rocks, lumber, or debris. There will be no monetary fees for usage of the parcels.

The City of Republic assumes liability for standard usage of the facility, as per the Memorandum of Understanding. The term consists of an indefinite period, until either party terminates the Memorandum of Understanding through written notice.

Youth Soccer Practices are currently conducted within J.R. Martin Park, Miller Park, and on Tiger Rd. With the addition of each 3.41 acre parcel, all soccer practices will be removed from J.R. Martin Park. It is our hope that all soccer practices may be relocated to these parcels of land, owned by Modern Tractor.

Recommended Action

Staff recommends approval.

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

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 Parks and Recreation Department is in need of land to utilize as practice fields for its Youth Soccer and other athletic leagues; and

WHEREAS, Lawrence "Larry" Lipscomb ("Owner"), owner of Modern Tractor and Supply ("Modern Tractor"), has agreed to allow the City to utilize two parcels of real property located on West Frisco Boulevard ("the Parcels") owned by Modern Tractor, through a Memorandum of Understanding ("MOU") detailing the terms of such use; and

WHEREAS, under the proposed MOU, the City will utilize the Parcels primarily as soccer fields to accommodate the growing number of participants in the sport, as well as other athletic leagues provided by the City on an as-needed basis; and

WHEREAS, Owner has agreed to provide the City use of the Parcels on the condition the City will provide routine maintenance and upkeep of the Parcels, prepare the Parcels to be utilized as soccer (or other recreational) fields, provide portable restrooms on the Parcels while in use by the City, to be serviced by a qualified provider at the City's expense, and agree to fully defend, indemnify and hold harmless Modern Tractor and Owner for any liability, damages and claims arising out of the City's use of the Parcels; and

WHEREAS, the Council finds it is in the best interest of the City to enter into the proposed Memorandum of Understanding with Owner and Modern Tractor, which will enable the City to utilize the Parcels for Republic Parks and Recreation Department leagues and other recreational activities on an annual basis, without the need to purchase or otherwise acquire additional real estate for the same.

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

Section 1. The City Administrator and/or his designee, on behalf of the City, is authorized to enter into a Memorandum of Understanding with Modern Tractor and Supply and its owner, Lawrence "Larry" Lipscomb, for the use of two parcels of real estate located within City limits, to be in substantially the same form as that attached hereto as "Attachment 1", at a total cost not to exceed \$40.00 annually without separate, additional approval from the Council.

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

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

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

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

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (“MOU”) is entered into this _____ day of _____, 2023, by and between the City of Republic, Missouri, a municipal corporation and Charter City located in Greene County, Missouri, being duly organized and existing under the laws of the State of Missouri (“City”), Modern Tractor and Supply Company (“Modern Tractor”) and Lawrence Lipscomb (“Owner”). City, Modern Tractor and Owner are collectively referred to herein as “the Parties.”

WITNESSETH:

WHEREAS, Modern Tractor is currently the owner of two parcels of real property located on West Frisco Boulevard in Republic, Missouri, each consisting of approximately 3.41 acres, as shown on **Exhibit A** hereto (the “Parcels”); and

WHEREAS, Owner is the owner and principal member of Modern Tractor; and

WHEREAS, the City’s Parks and Recreation Department wishes to utilize the Parcels as practice fields for the youth soccer league teams and other athletic leagues of the City’s Parks and Recreation Department on an as-needed basis; and

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

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

1. **Consideration.** In exchange for use of the Parcels as set forth herein, the City shall provide all maintenance, upkeep, mowing and other care for the Parcels are further detailed in paragraph 3 below, and shall comply with the other conditions set forth in paragraph 3 below.

2. **Term and Dates of Use.** The City shall have access to the Parcels for the public uses specified herein from February 1st through May 31st of each year, and from August 1st through November 30th of each year, on or about the days and times below:

- a. Weekday evenings from 05:30 pm to 08:00 pm, C.S.T.
- b. Saturdays from 09:00 am to 05:00 pm, C.S.T.
- c. Sundays from 12:30 pm to 06:00 pm, C.S.T.

The term shall commence as of the date on which all Parties have signed this MOU and shall continue until either of the Parties terminates this MOU through written notice provided to the non-terminating Party at least thirty (30) days in advance of such termination.

3. **Conditions of Use.**

- a. The City shall, at all times under this MOU and otherwise, utilize the Parcels solely for the public purposes specified herein.

- b. Prior to the City's use of the Parcels for the public purposes specified herein, the City shall be responsible for safety-related preparation of the Parcels, including but not limited to the removal of safety hazards such as unreasonably uneven terrain, and large rocks, lumber, or debris.
- c. The City shall regularly mow and maintain the Parcels to the standards commonly accepted and followed by the City's Parks and Recreation Departments for other recreational fields used for similar purposes.
- d. The City shall be responsible for the preparation of the Parcels to be used as soccer fields, to include, among other things, the placement of goals and patron seating upon the Parcels and the painting of field lines on the Parcels.
- e. The City shall be responsible for providing portable restrooms on the Parcels, which must remain thereon for the duration of the City's use of the Parcels as soccer fields; more specifically, for the duration of each soccer season as scheduled by the City.
- f. The City shall ensure the portable restrooms on the Parcels are regularly serviced and maintained by the portable restroom provider or other appropriate service provider.

4. **Liability and Indemnity.** The City shall defend, indemnify, and hold harmless Modern Tractor, along with its owners, members, employees, and authorized agents, and Owner, along with his heirs and assigns, from and against any and all liability, suits, damages, costs (including attorney's fees), losses, outlays and expenses, from claims arising out of or relating in any way to this MOU or to the City's use of the Parcels pursuant to this MOU, including, but not limited to, claims for personal injuries, death, property damage, notwithstanding any alleged negligence or neglectful wrongdoing on the part of Owner. This provision does not require City to defend, indemnify or hold harmless Modern Tractor or Owner for intentional misconduct or illegal activity on the part of Modern Tractor or Owner.

5. **Insurance.** For the duration of this MOU, the City shall maintain liability and other insurance necessary and/or designed to protect against claims which may arise out of or result from this MOU or the City's use and/or operation of the Parcels pursuant to this MOU. The amounts of such insurance shall have policy limits not in excess of the applicable statutory maximum amounts set forth in § 537.610 RSMo. If requested by the Owner, the City shall provide satisfactory proof of such insurance to Modern Tractor or Owner prior to use of the Parcels under this MOU. The provision of any insurance pursuant to this paragraph, whether such insurance does or does not afford coverage to City for any claim arising from or out of this MOU or performance thereunder, shall not in any way be deemed a waiver of the City's sovereign or governmental immunity under state and other applicable law.

6. **Public Entity Immunity.** The City preserves all immunities, sovereign, governmental and otherwise, recognized by law. Nothing in this MOU or any transactions under this MOU shall be construed or deemed in any way as a waiver by the City of sovereign immunity or governmental immunity recognized under common law, state law, ordinances, regulations, the Missouri Constitution, or the United States Constitution, including but not limited to § 537.600 RSMo., *et seq.*

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

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

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

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

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

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

CITY OF REPUBLIC, MISSOURI

MODERN TRACTOR & SUPPLY CO, INC.

By: _____
City Administrator

By: _____
Lawrence “Larry” Lipscomb

APPROVED AS TO FORM

LAWRENCE LIPSCOMB

Megan McCullough, City Attorney

EXHIBIT A





AGENDA ITEM ANALYSIS

Project/Issue Name: 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.

Submitted By: Andrew Nelson, Deputy City Administrator

Date: July 18, 2023

Issue Statement

An agreement to continue engagement in professional services with Redec, LLC for wastewater advisory services.

Discussion and/or Analysis

The City of Republic desires to extend our current agreement with Redec, LLC to provide services related to obtaining funding for wastewater improvements, in a not-to-exceed amount of \$75,000. Scope of projects includes, but is not limited to, provide insight on legislative processes or procedures, review documents as requested, assist with messaging content and presentation of data, and assist with strategy and logistics that will aid the City in determining with whom and where to communicate the need for wastewater funding.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO EXTEND ITS SERVICES CONTRACT WITH REDEC, LLC FOR PROFESSIONAL ADVISORY 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 State of Missouri has announced a financial commitment from its American Rescue Plan Act (“ARPA”) funds allocation for water infrastructure improvements pursuant to which it will award those funds to select communicates in the form of grant programs; and

WHEREAS, the City has been working diligently to obtain available ARPA and 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 2021, with approval of Council, the City entered into an agreement with Redec, LLC (“Redec”) whereby Redec agreed to provide the City with professional advisory services in connection with the City’s efforts to obtain funds for its new wastewater treatment system; and

WHEREAS, on or about July 19, 2022, via Resolution 22-R-37, the Council authorized the extension of the City’s contract with Redec for continuation of Redec’s professional advisory services; and

WHEREAS, the City believes Redec 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 Redec for Redec’s continued professional services toward those efforts; and

WHEREAS, the Council finds it is in the City’s best interest to approve extension of the City’s contract with Redec in a total amount not to exceed \$175,000, inclusive of costs previously paid by City to Redec for the same services.

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

Section 1: The City Administrator is authorized to extend the City’s contract with Redec, LLC for Redec’s continued professional advisory services relating to the City’s efforts to obtain funding for its new wastewater treatment system, in a total amount not to exceed \$175,000, inclusive of costs previously paid by City to Redec for the same or similar services, without separate, additional approval from Council.

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:



Megan McCullough, City Attorney

Final Passage and Vote:



AGENDA ITEM ANALYSIS

Project/Issue Name: 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.

Submitted By: Bob Ford

Date: July 18, 2023

Issue Statement

To execute an addendum to the contract for financial consulting services provided by Larry Brown.

Discussion and/or Analysis

The City of Republic has been utilizing Larry Brown of Maximist, LLC for financial consulting services for several years, as needed. Mr. Brown provides additional oversight and protection to the City's funds by increasing internal controls, providing coverage during staff turnover or absence, and providing additional reviews. Mr. Brown has provided and continues to provide part-time services within the Finance Department where his institutional knowledge spanning approximately five years is invaluable. Mr. Brown is currently spending one day per week with the City's finance team and is nearing the ceiling of the previously approved not to exceed amount of \$70,000.

The addendum increases the not to exceed amount from \$70,000 to \$80,000 for FY 2023. We currently anticipate needing Mr. Brown one day per week on an as needed basis for an additional five to 10 weeks thru the end of August 2023.

Recommended Action

Staff recommends approval.

**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**

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, Maximist, LLC (“Maximist”), through Larry Brown, has been providing financial consulting services to the City pursuant to an Agreement (“Contract”) dated January 6, 2017, and as amended in the Engagement Letter Addendum signed January 24, 2017 (authorized by Resolution 17-R-05) and the Engagement Letter Addendum signed May 31, 2017 (authorized by Resolution No. 17-R-42), to help protect and ensure the security of the City’s financial position; and

WHEREAS, on September 21, 2022, via Resolution 21-R-41, the Council authorized a First Addendum to the Contract, amending the allowable not-to-exceed amount and increasing the hourly rate(s) paid by the City; and

WHEREAS, on October 22, 2022, via Resolution 22-R-66, the Council authorized a Second Addendum to the Contract, amending the allowable not-to-exceed amount to \$20,000 and maintaining the previous hourly rate of \$150.00 per hour; and

WHEREAS, on December 6, 2022, via Resolution 22-R-76, the Council authorized a Third Addendum to the Contract, amending the allowable not-to-exceed amount to \$70,000 and maintaining the previous hourly rate of \$150.00 per hour; and

WHEREAS, the City desires to enter into a Fourth Addendum to the Contract by amending the allowable not-to-exceed amount from \$70,000.00 to \$80,000.00; and

WHEREAS, staff recommends the Fourth Addendum to the Contract be approved to properly maintain continuity of the financial consulting services provided by Maximist, and Council agrees the Fourth Addendum to the Contract will help to ensure continuity and is in the best interest of the City and its citizens.

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(s), on behalf of the City, is hereby authorized to execute and deliver any documents necessary to execute a Fourth Addendum to the January 6, 2017 Contract with Maximist, LLC, for continued provision of financial consulting services on an as-needed basis at the agreed upon amounts in the Fourth Addendum, to be substantially in the same form as that attached hereto and labeled “Attachment 1”.

Section 2. The whereas clauses are hereby specifically incorporated herein by reference.

Section 3. This Resolution will 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 July 2023.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

FOURTH ADDENDUM TO AGREEMENT

THIS FOURTH ADDENDUM TO AGREEMENT is made this ____ day of _____, 2023, by and between the City of Republic, Missouri (“City”) and Maximist, LLC (“Consultant”) (together, “the Parties”).

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

WHEREAS, Consultant is a Missouri limited liability company in good standing authorized to conduct business in the State of Missouri; and

WHEREAS, the Parties entered into an agreement for governmental consulting services of January 2017, and as amended, which generally provides that Consultant shall provide professional financial consulting services to the City (“Agreement”); and

WHEREAS, a first addendum to the Agreement was executed on September 21, 2021, as authorized by Resolution 21-R-41; and

WHEREAS, a second addendum to the Agreement was executed on October 13, 2022, as authorized by Resolution 22-R-66; and

WHEREAS, a third addendum to the Agreement was executed on December 16, 2022, as authorized by Resolution 22-R-76; and

WHEREAS, in order to extend the duration of the Agreement and update the terms of payment under the Agreement, the Parties desire to execute this Fourth Addendum, herein below.

THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Costs Not to Exceed:** The City is limited by law with respect to the amount of money it can pay. Therefore, the Parties have established fixed sums, including maximum amounts, which cannot be exceeded without further or additional amendment to the Agreement. The maximum amount per annum under this Fourth Addendum is \$80,000.00. Costs are to be incurred on the rate of no more than \$150.00 per hour, and as to said hourly rate and expenses billable under the Agreement, Consultant shall be required to keep track of the rate time and expenses, and any amounts in excess of that fixed or otherwise authorized under the Agreement shall not be eligible for payment. Consultant shall notify the City if Consultant anticipates that the Agreement amounts may be exceeded in order to determine whether or not the City is prepared to increase the total compensation. Consultant shall establish a billing system showing the amount of money remaining on the Agreement, which shall be shown in each monthly billing.
2. **Supplemental and Additional Services:** Should City desire or need any supplemental and/or additional services related to the Agreement, City shall have the right to use their own employees or contractors or enter into an agreement addendum with Consultant for any

supplemental and/or additional services. Such decision shall be within the sole discretion of the City.

3. **Jurisdiction and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any disputes or litigation that may arise out of this Agreement shall be litigated in the Circuit Court of Greene County, Missouri. The Parties agree to submit themselves to the jurisdiction of such court and waive any defenses they may have to lack of jurisdiction over the person or subject matter. The Parties do hereby further consent and stipulate venue shall be proper in Greene County, Missouri in any such actions.
4. **No Assumption of Liability:** Nothing in this Agreement shall be construed to create any liability on behalf of the City, including its officers, employees, agents, attorneys, or assigns, for any direct, special, indirect, liquidated, consequential, or damages of any kind, or for attorney fees.
5. **Indemnification/Hold Harmless:** The Parties acknowledge that Missouri law does not authorize a public entity to indemnify a private company. In any event, the City does not agree to indemnify or hold harmless Consultant. To the extent, if any, that any part of the Agreement suggests otherwise, that part is deleted. Nothing in this Agreement shall be construed to create any obligation by the City to indemnify or hold harmless Consultant, including its members, officers, employees, agents, attorneys, successors, or assigns; or any third-party.
6. **Independent Contractor:** The Parties are separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership.
7. **City Benefits:** Consultant, including its members, officers, employees, agents, attorneys, successors, or assigns are not employees of City and shall not be entitled to any of the benefits established for the employees of the City nor be covered by Workers' Compensation through the City, including that they shall not be construed as statutory employees.
8. **Conflict of Interest:** No salaried officer or employee of the 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 void.
9. **E-verify:** All applicable law shall be complied with in the course of performing acts related to this Agreement. This includes that Consultant shall comply with all applicable laws regarding classification of employees, such as pursuant to § 285.500, RSMo. *et al.*, and regarding verification of eligibility for employment, such as pursuant to § 285.530, RSMo. *et al.* For all contracts related to this Agreement, including this Agreement, Consultant will provide necessary affidavit(s) to show enrollment in a federal work authorization program that Consultant does not knowingly employ any person who is an unauthorized alien in connection with the contracted service.

10. **Proof of Lawful Presence:** All applicable law shall be complied with in the course of performing acts related to this Agreement. This includes that Consultant shall comply with all applicable laws regarding prohibiting persons who are unlawfully present in the United States of America from receiving any public benefit as a result of the Agreement, such as § 208.009, RSMo. Affirmative representations of lawful presence may be established through an authorized officer of Consultant providing documentary evidence, including such recognized by the department of revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.
11. **Professional/Occupational/Business Licenses:** Consultant represents that it and all the individuals through whom it may act in providing services contemplated under this Agreement are authorized to conduct business and shall maintain such professional/occupational/business licenses as are required by law to provide the services contemplated by this Agreement. All such costs shall be borne by Consultant.
12. **Anti-Discrimination:** Consultant agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran, or a qualified individual with a disability, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
13. **Execution:** The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the same legal effect of original signatures. This Agreement may also be executed 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.
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 Consultant without the prior written consent of all Parties.
17. **Public Entity/Officer Immunities and Protections:** In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of rights or defenses with regard to applicable sovereign, governmental or official or individual immunities and any other protections or defenses as provided by federal and state constitutions, statutes, and 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 of this Agreement.
19. **Contingent Upon Funds and Approval:** This Agreement is contingent upon the City having sufficient funds available for the subject of this Agreement. Consultant shall have no right of action against City in the event City is unable to perform its obligations under this Agreement as a result of insufficient funds. Further, this Agreement is subject to and conditioned upon approval on the record by the City Council.
20. **Inconsistencies:** To the extent there are any conflicts or inconsistencies between the Addendum and any previous iteration of the Agreement, or any contract document or understanding and the Addendum, the Addendum supersedes and shall govern.
21. **Notices:** Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or deposited in the United States Mail, registered or certified, with postage thereon prepaid, as follows:

To the City:
City of Republic, Missouri
Attn: City Administrator
213 North Main Ave
Republic, MO 65738

To Consultant:
Maximist, LLC / Consulting Services
Attn: Larry Brown
32131 West High Point
Springfield, MO 65810

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

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

Maximist, LLC, by:

Larry Brown, President

City of Republic, by:

Andrew Nelson, Deputy City Administrator

Attest:

Laura Burbridge, City Clerk

Approved as to Form:

Megan McCullough, City Attorney