



**REPUBLIC**  
MISSOURI

## AGENDA

**City Council Meeting**  
**Community Center, 711 E. Miller Road**  
**September 15, 2020 at 6:30 PM**

**Matt Russell, Mayor/Ward III**

Brandon Self, Ward I

Garry Wilson, Ward II

Christopher Updike, Ward III

Jennifer Mitchell, Ward IV

Eric Franklin, Ward I

Gerry Pool, Ward II

Jim Deichman, Ward IV

### Call Meeting to Order

### Opening Prayer

### Pledge of Allegiance to the United States Flag

### Citizen Participation

### Consent Agenda

- [1.](#) Approve August 25, 2020 City Council Regular Session Minutes.
- [2.](#) Approve September 11, 2020 City Council Workshop Minutes.
- [3.](#) Approve Vendor List.
- [4.](#) Approve Utility Billing Adjustments.

### Board, Commission, and Committee Schedule

Board of Adjustment Meeting	October 1, 2020
City Council Meeting	October 6, 2020
Planning & Zoning Meeting	October 5, 2020
City Council Meeting	October 20, 2020

### Old Business and Tabled Items

- [5.](#) 20-37 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the Execution of a First Supplemental STP-Urban Program Agreement with the Missouri Highways and Transportation Commission for the Design and Right of Way Acquisition for the Extension of the Shuyler Creek Trail.
- [6.](#) 20-38 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into a Development Agreement with Convoy of Hope for Water Line Public Improvements.

### New Business (First Reading of Ordinances)

- [7.](#) 20-39 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into an Amended Development Agreement with the Republic R-3 School District for Water Line Public Improvements for the Future Early Childhood Education Center.
- [8.](#) A Public Hearing of the City Council of the City of Republic, Missouri, Regarding Approving the Annexation of Approximately 0.22 Acres of Land Located Northeast of the Northeastern Right of Way Line of Missouri State Route 360 and Adjacent Right of Way.
- [9.](#) 20-40 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Annexation of Approximately 0.22 Acres of Land Located Northeast of the Northeastern Right of Way Line of Missouri State Route 360 and Adjacent Right of Way.
- [10.](#) 20-41 An Ordinance of the City Council of the City of Republic, Missouri Approving a Special Use Permit to Operate a Group Daycare for Children in a Residential Zoning District Located at 432 South Sherwood Avenue to Megan Sierk.

[11.20-42](#) An Ordinance of the City Council of the City of Republic, Missouri, Amending the Municipal Code of the City of Republic, Missouri, by Amending Title V, "Building and Construction," Chapter 500, "Building Codes and Building Regulations," Article I, "Adoption of Building Codes," Regarding Snow Load.

[12.20-43](#) An Ordinance of the City Council of the City of Republic, Missouri, Amending the Municipal Code of the City of Republic, Missouri, by Amending Title VI, "Land Use," Chapter 405, "Zoning Regulations," Article IV, "A Planned Development District," Regarding Planned Development Districts.

[13.20-44](#) An Ordinance of the City Council of the City of Republic, Missouri, Approving the Final Plat of the Charlotte's Mill Subdivision.

**Other Business (Resolutions)**

[14.20-R-33](#) A Resolution of the City Council of the City of Republic, Missouri Adopting the 2020 Multi-Jurisdictional Hazard Mitigation Plan.

[15.20-R-34](#) A Resolution of the City Council of the City of Republic, Missouri, Approving a Preliminary Plat for Greenfield Estates, a Residential Subdivision Consisting of Approximately 23.48 Acres Located in the 7500 Block of West Farm Road 174.

[16.20-R-35](#) A Resolution of the City Council of the City of Republic, Missouri, Awarding the Financial Advisor Services and Authorizing the City Administrator to Enter into an Agreement for Said Services.

[17.20-R-36](#) A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Execute a First Change Order for the Parking Lot and Driveway Paving at the Republic Animal Control Facility.

[18.20-R-37](#) A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Execute a First Change Order for the Fencing and Kennel Construction at the Republic Animal Control Facility.

[19.20-R-38](#) A Resolution of the City Council of the City of Republic, Missouri, Awarding the Design, Engineering, and Architectural Services Relating to the Development of a New Community Development/Public Works Building and Authorizing the City Administrator to Enter into an Agreement for Said Services.

[20.20-R-39](#) A Resolution of the City Council of the City of Republic, Missouri, Awarding the Bid for the Drury Lane Extension.

[21.20-R-40](#) A Resolution of the City Council of the City of Republic, Missouri, Authorizing the Purchase of Waterline Materials for the Convoy of Hope Project.

[22.20-R-41](#) A Resolution of the City Council, of the City of Republic, Missouri, Authorizing the City Administrator to Dispose of Two American General Humvees.

**Reports from Staff**

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

1. RSMo 610.021.1 Pending and/or potential litigation. Closed session. Closed vote. Closed record.
2. RSMo 610.021.2 Real estate acquisition. Closed session. Closed vote. Closed record.
3. RSMo 610.021.3 Hiring, firing, promotion, or disciplining personnel. Closed session. Closed vote. Closed record.

**Adjournment**

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



Matt Russell, Mayor/Ward III  
Brandon Self, Ward I  
Garry Wilson, Ward II  
Christopher Updike, Ward III  
Jennifer Mitchell, Ward IV  
Eric Franklin, Ward I  
Gerry Pool, Ward II  
Jim Deichman, Ward IV

**MINUTES**  
**City Council Meeting**  
**Community Center 711 E. Miller Rd.**  
**August 25, 2020 at 6:30 PM**

**Call Meeting to Order**

The regular session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Matt Russell at 6:31 p.m. at the Republic Community Center. Council Members in attendance were: Eric Franklin, Jim Deichman, Garry Wilson, Brandon Self, Matt Russell, and Jennifer Mitchell. Others in attendance were: City Administrator David Cameron, Assistant City Administrator Jared Keeling, Assistant City Administrator Lisa Addington, Finance Director Debbie Parks, Lieutenant Jamie Burks, City Attorney Scott Ison, Public Information Officer Mike Landis, Principal Planner Karen Haynes, Public Works Director Andrew Nelson, Fire Chief Duane Compton, Assistant Public Works Director Garrett Brickner, and City Clerk Laura Burbridge.

**Opening Prayer**

Opening prayer was led by David Cameron.

**Pledge of Allegiance to the United States Flag**

The Pledge of Allegiance was led by Mayor Matt Russell.

**Citizen Participation**

Mayor Russell opened Citizen Participation at 6:32 p.m. No one came forward so Mayor Russell closed Citizen Participation at 6:32 p.m.

**Consent Agenda**

Motion was made by Council Member Franklin and seconded by Council Member Self to approve the consent agenda. The vote was Aye-Deichman, Russell, Franklin, Self, Wilson, and Mitchell. 0 Nay. Motion Carried.

1. Approve City Council Regular Session Minutes of August 18, 2020.
2. 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.
3. Approve Scrivener’s Error correction of two duplicated Resolution numbers.
4. Approve Utility Billing Adjustments.

**Board, Commission, and Committee Schedule**

City Council Meeting	September 15, 2020
Board of Adjustment Meeting	September 3, 2020
Planning & Zoning Meeting	September 14, 2020
City Council Meeting	October 6, 2020

**Old Business and Tabled Items**

5. **20-29 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Zoning Code and Official Map by Changing the Classification of Approximately 0.91 Acres, Located at 317 South Main Street, from Local Commercial (C-1) to General Commercial (C-2).**



Motion was made by Council Member Wilson and seconded by Council Member Deichman to have the second reading of Bill 20-29 by title only. The vote was 6 Aye-Franklin, Russell, Deichman, Mitchell, Wilson, and Self. 0 Nay. Motion Carried. Karen Haynes was available to answer any questions from Council. Council Member Franklin motioned for the passage of Bill 20-29. Council Member Mitchell seconded. A roll call vote was taken. The vote was 6 Aye-Wilson, Russell, Mitchell, Self, Deichman and Franklin. 0 Nay. Motion Carried.

**6. 20-30 An Ordinance of the City Council of the City of Republic, Missouri, Vacating Right-Of-Way at 1700 South Empire Avenue.**

Motion was made by Council Member Deichman and seconded by Council Member Self to have the second reading of Bill 20-30 by title only. The vote was 6 Aye-Franklin, Russell, Deichman, Mitchell, Wilson, and Self. 0 Nay. Motion Carried. Karen Haynes was available to answer any questions from Council. Council Member Deichman motioned for the passage of Bill 20-30. Council Member Mitchell seconded. A roll call vote was taken. The vote was 6 Aye-Self, Russell, Mitchell, Deichman, Franklin, and Wilson. 0 Nay. Motion Carried.

**7. 20-31 An Ordinance of the City Council of the City of Republic, Missouri, Vacating a Portion of West Carnahan Street.**

Motion was made by Council Member Wilson and seconded by Council Member Self to have the second reading of Bill 20-31 by title only. The vote was 6 Aye-Franklin, Russell, Deichman, Mitchell, Wilson, and Self. 0 Nay. Motion Carried. Karen Haynes was available to answer any questions from Council. Council Member Self motioned for the passage of Bill 20-31. Council Member Mitchell seconded. A roll call vote was taken. The vote was 6 Aye-Wilson, Russell, Deichman, Franklin, Self, and Mitchell. 0 Nay. Motion Carried.

**8. 20-32 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into an Infrastructure Development Agreement with Shuyler Ridge, LLC, for Infrastructure for Phase 3 of the Lakes at Shuyler Ridge Residential Subdivision.**

Motion was made by Council Member Franklin and seconded by Council Member Deichman to have the second reading of Bill 20-32 by title only. The vote was 6 Aye-Franklin, Russell, Deichman, Mitchell, Wilson, and Self. 0 Nay. Motion Carried. Karen Haynes was available to answer any questions from Council. Council Member Russell motioned to amend Bill 20-32, by replacing Attachment 1 with the updated Attachment 1 that is dated August 25, 2020. Council Member Wilson seconded. The vote was 6 Aye-Franklin, Russell, Deichman, Mitchell, Wilson, and Self. 0 Nay. Motion Carried. Council Member Franklin motioned to approve Bill 20-32 as amended. Council Member Deichman seconded. A roll call vote was taken. The vote was 6 Aye-Russell, Mitchell, Deichman, Wilson, Franklin, and Self. 0 Nay. Motion Carried.

**9. 20-33 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Final Plat of the Monte Cristo Phase Nine Subdivision.**

Motion was made by Council Member Deichman and seconded by Council Member Franklin to have the second reading of Bill 20-33 by title only. The vote was 6 Aye-Franklin, Russell, Deichman, Mitchell, Wilson, and Self. 0 Nay. Motion Carried. Karen Haynes was available to answer any questions from Council. Council Member Wilson motioned for the passage of Bill

20-33. Council Member Deichman seconded. A roll call vote was taken. The vote was 6 Aye-Self, Deichman, Russell, Mitchell, Franklin, and Wilson. 0 Nay. Motion Carried.

**10.A Public Hearing of the City Council of the City of Republic, Missouri, Setting the 2020 Property Tax Levies for the City of Republic, Missouri.**

Mayor Russell opened the Public Hearing at 6:40 p.m. Nobody came forward so Mayor Russell closed the Public Hearing at 6:40 p.m.

**11.20-34 An Ordinance of the City Council of the City of Republic, Missouri, Setting the 2020 Property Tax Levies for the City of Republic, Missouri.**

Motion was made by Council Member Mitchell and seconded by Council Member Deichman to have the second reading of Bill 20-34 by title only. The vote was 6 Aye-Franklin, Russell, Deichman, Mitchell, Wilson, and Self. 0 Nay. Motion Carried. Debbie Parks gave a presentation of the tax levy and answered questions of Council. Council Member Wilson motioned for the passage of Bill 20-34. Council Member Mitchell seconded. A roll call vote was taken. The vote was 6 Aye-Franklin, Deichman, Mitchell, Russell, Wilson, and Self. 0 Nay. Motion Carried.

**12.20-35 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Municipal Code of the City of Republic, Missouri, by Amending Title III, "Traffic Code," Chapter 380, "Vehicle Equipment," Article II, "Other Equipment, by repealing Section 380.190, "Headgear Required – Motorcycles or Motortricycles."**

Motion was made by Council Member Franklin and seconded by Council Member Deichman to have the second reading of Bill 20-35 by title only. The vote was 6 Aye-Franklin, Russell, Deichman, Mitchell, Wilson, and Self. 0 Nay. Motion Carried. Scott Ison was available to answer any questions from Council. Council Member Franklin motioned for the passage of Bill 20-35. Council Member Mitchell seconded. A roll call vote was taken. The vote was 6 Aye-Mitchell, Franklin, Deichman, Wilson, Self, and Russell. 0 Nay. Motion Carried.

**13.20-36 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into a Development Agreement with Rankin Development, LLC and Drury University for Public Improvements to the Garton Business Park.**

Motion was made by Council Member Self and seconded by Council Member Franklin to have the second reading of Bill 20-36 by title only. The vote was 6 Aye-Franklin, Russell, Deichman, Mitchell, Wilson, and Self. 0 Nay. Motion Carried. David Cameron and Andrew Nelson were available to answer any questions from Council. Council Member Russell motioned to amend Bill 20-36, by replacing Attachment 1 with the updated Attachment 1 that is dated August 25, 2020. Council Member Deichman seconded. The vote was 6 Aye-Franklin, Russell, Deichman, Mitchell, Wilson, and Self. 0 Nay. Motion Carried. Council Member Deichman motioned for the passage of Bill 20-36 as amended. Council Member Wilson seconded. A roll call vote was taken. The vote was 6 Aye-Self, Franklin, Deichman, Russell, Mitchell, and Wilson. 0 Nay. Motion Carried.

**New Business (First Reading of Ordinances)**

**14.20-37 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the Execution of a First Supplemental STP-Urban Program Agreement with the Missouri Highways**

**and Transportation Commission for the Design and Right of Way Acquisition for the Extension of the Shuyler Creek Trail.**

Council Member Franklin motioned for the first reading of Bill 20-37 by title only. Council Member Self seconded. The vote was 6 Aye-Self, Franklin, Wilson, Deichman, Russell, and Mitchell. 0 Nay. Motion Carried. Garrett Brickner spoke about this Bill. Mayor Russell reminded Council that this was a first read and to get with Mr. Brickner with any questions prior to the next meeting.

**15.20-38 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into a Development Agreement with Convoy of Hope for Water Line Public Improvements.**

Council Member Self motioned for the first reading of Bill 20-38 by title only. Council Member Mitchell seconded. The vote was 6 Aye-Self, Franklin, Wilson, Deichman, Russell, and Mitchell. 0 Nay. Motion Carried. Andrew Nelson provided an overview of the bill. Mayor Russell reminded Council that this was a first read and to get with Mr. Nelson with any questions prior to the next meeting.

**Other Business (Resolutions)**

**16.20-R-30 A Resolution of the City Council, of the City of Republic, Missouri, Authorizing the Purchase of Radios for the Police Department.-Tabled By Staff**

**17.20-R-31 A Resolution of the City Council of the City of Republic, Missouri, Awarding the Final Design of the Wastewater Treatment Plant, State Revolving Fund Assistance, and Wastewater Collections System Upgrade Design, and Authorizing the Related Task Order No. 10.**

Motion was made by Council Member Mitchell and seconded by Council Member Wilson to approve Resolution 20-R-31. Garrett Brickner provided an overview of the Resolution. The vote was 6 Aye-Self, Franklin, Wilson, Deichman, Russell, and Mitchell. 0 Nay. Motion Carried.

**18.20-R-32 A Resolution of the City Council of the City of Republic, Missouri, Appointing Authorized Signers with Bank of Missouri.**

Motion was made by Council Member Deichman and seconded by Council Member Franklin to approve Resolution 20-R-32. Debbie Parks provided an overview of the Resolution. The vote was 6 Aye-Self, Franklin, Wilson, Deichman, Russell, and Mitchell. 0 Nay. Motion Carried.

**Finance Report**-Debbie Parks gave the Finance Report.

**Reports from Staff**

Report from City Administrator:

City Administrator David Cameron spoke about Debbie's Finance Report presentation and referenced the water balance and the sewer balance. Historically, 2016 and prior, there was a water and sewer fund that was not separate. Both are enterprise funds and should make a certain amount of margin to run the business, pay staff, and maintain equipment. When broken into two funds independent of each other, water fund balance has exposed the water rates were low. Mr. Cameron shared we need to address those funds. Mr. Cameron spoke about how we hear a lot about rates being too high. Mr. Cameron shared the water has been kept low due to the higher sewer rates. Mr. Cameron stated there is not even 100 days operating cash in this account. The fund balance should be \$900,000-1,000,000 in case of a breakdown for replacements. Mr. Cameron stated it is important to look at these each month. Mr. Cameron spoke about the sewer balance being over a million dollars and spoke about trying to pay

off a fund balance. Mr. Cameron shared we are working through this as a Council due to rates not changing since 2014. Mr. Cameron spoke of the rate analysis currently in progress to determine appropriate balances. Mr. Cameron shared we will provide a fair analysis of what that will be when the rate study is complete. These funds are tied to compliance and underfunding an enterprise fund leads to these issues. Mr. Cameron also shared the numbers will go up as people are watering.

City Administrator David Cameron shared he is looking forward to the trail expansion. Mr. Cameron stated the project was not on the radar due to funding but started with \$400,000 on the first grant. Mr. Cameron shared we started working on easements and property acquisition and explained we are only paying 20 cents on the dollar. Mr. Cameron stated this will eventually tie into Wilson's Creek Battlefield. There is a plan for a roundabout that would tie into this trail as well. Mr. Cameron explained he sees this as a tourism piece for the city. Mr. Cameron shared he is excited about this project as it is a major transportation and infrastructure project. These projects add to the quality of life when people come home to our community and create the opportunity for community.

City Administrator David Cameron shared it was great to see the participants last weekend at the gotMud? Run. Mr. Cameron stated he is looking forward to the adult run this weekend. Mr. Cameron shared the crews were out there at 4:30 a.m. cleaning up trash. Mr. Cameron shared when you see the joy in the participants faces, this is what it is all about. He stated he loves the fact our staff and team pull together to make it a memorable experience. Mr. Cameron shared he is looking forward to the first adult gotMud? Run and seeing Council Member Self demonstrate his skills on the monkey bars. Mr. Cameron gave kudos to Jared and his team for their great work.

City Administrator David Cameron shared we are working through a lot of challenges with meeting space with COVID-19 and appreciates everyone pulling together with all new equipment to bring the message to the community. Mr. Cameron stated he loves having the visuals and it is nice to be able to show everything. Mr. Cameron shared it takes a lot of work and coordination to set up these meetings. Mr. Cameron stated he is happy to approve the Council Chambers to be able to use this space for programming and free up staff time.

City Administrator David Cameron spoke about last week's update on the gateway sign and thanks to Andrew, Jared and Scott, an agreement has been made with MoDOT and CU. Mr. Cameron reported an annexation will be coming to Council in the future tied to the gateway. Mr. Cameron stated we hope to bid the job in between readings of the project to move forward quickly.

City Administrator David Cameron welcomed Convoy of Hope to the community. Mr. Cameron reported the project is officially under way. They were not ready to announce; however, we worked with the media today to announce it. Mr. Cameron shared it is a great addition to our community. While it is non-profit and does not provide profit to the city, it gives outreach and the give back to the community. There is reward and favor that comes with that. Mr. Cameron shared there was good collaboration on the project, and it is exciting to see that open. This will be a 130-acre development.

City Administrator David Cameron announced to Council that we have scheduled a bus tour with social distancing on September 11<sup>th</sup> to provide Council a visual tour of the community including the wastewater facility. Mr. Cameron shared it is important to bring the projects to Council and we are excited about Convoy of Hope. Mr. Cameron shared his appreciation for staff that participated in that project and Council for partnering with development to make it an easy process. Mr. Cameron reported Convoy of Hope will come before Council in the future to discuss the land use. Staff has worked exhaustedly, and Mr. Cameron thanked them. Mr. Cameron thanked all the businesses that choose to call Republic home and stated he looks forward to what is in que knowing the best is yet to come.

Council Member Franklin stated it is encouraging news between gateway, Convoy of Hope, and sales tax numbers. Mr. Franklin shared he is thankful for the work and dedication of staff and citizens. Mr. Franklin shared that Governor Parsons came to Flat Creek and felt this shows where we are at. Mr. Franklin shared about Ron Mark, who had a tragic accident and was a valuable member of our community. Mr. Franklin shared he was a patriot and the nicest people you will ever meet. Mr. Franklin shared he was a hard worker and advocate for the City and asked everyone to take a moment to recognize him.

**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.*

Motion was made by Council Member Wilson and seconded by Council Member Deichman at 7:41 to go into Executive Session under RSMo 610.021.2 Real estate acquisition. Closed session. Closed vote. Closed record. and RSMo 610.021.3 Hiring, firing, promotion or disciplining personnel. Closed session. Closed vote. Closed record. A roll call vote was taken. The vote was 6 Aye – Russell, Self, Franklin, Wilson, Deichman, and Mitchell. 0 Nay. Motion carried.

Motion was made by Council Member Franklin and seconded by Council Member Self to adjourn the Executive Session Meeting at 8:18 p.m. A roll call vote was taken. The vote was 8 Aye-Franklin, Self, Russell, Wilson, Deichman, and Mitchell. 0 Nay. Motion carried.

#### Adjournment

ATTEST:

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Laura Burbridge, City Clerk

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Matt Russell, Mayor



# MINUTES

## City Council Workshop Bus Tour of Republic-Meet at JR Martin Park September 11, 2020 at 9:30 AM

**Matt Russell, Mayor/Ward III**  
Brandon Self, Ward I  
Garry Wilson, Ward II  
Christopher Updike, Ward III  
Jennifer Mitchell, Ward IV  
  
Eric Franklin, Ward I  
Gerry Pool, Ward II  
Jim Deichman, Ward IV

### Call Meeting to Order

The City Council Workshop Bus Tour departed at 9:30 a.m. Council Members present included Brandon Self, Eric Franklin, Gerry Pool, Jim Deichman, and Mayor Matt Russell. Others in attendance include City Administrator David Cameron, City Attorney Scott Ison, Public Information Officer Mike Landis, Assistant City Administrator Jared Keeling, Assistant City Administrator Lisa Addington, and City Clerk Laura Burbridge. Department Directors and Supervisors were also present.

### Bus Tour of City Developments and Projects

City Administrator David Cameron welcomed the Mayor and Council Members and thanked them for their participation. Mr. Cameron presented the development projects throughout the City as referenced in the provided book. Mr. Cameron answered questions of Council.

### Adjournment

The City Council Workshop Bus Tour ended at 11:20 a.m.

Following the Bus Tour, Council was invited to participate in the Staff Huddle at JR Martin Park.

ATTEST:

\_\_\_\_\_  
Laura Burbridge, City Clerk

\_\_\_\_\_  
Matt Russell, Mayor



## Vendor Audit Report

For the City of Republic

Date Range: 08/01/2020 - 08/31/2020

Vendor No. & Name	Added	Added User
07134 - FTW Investments LLC	08/06/2020	Heather Green
07147 - Mary Christine Langston, DBA Pointing Pig Photo	08/13/2020	Rachel Reich-Graef
07148 - Catherine Ann Russell, DBA Art Zone Nixa LLC	08/13/2020	Rachel Reich-Graef
07149 - Springfield DJ Karaoke	08/13/2020	Rachel Reich-Graef
07152 - Rebecca Buckley, DBA Bondi Band LLC	08/13/2020	Rachel Reich-Graef
07153 - Creditors Financial Services, LLC	08/14/2020	Rachel Reich-Graef
07178 - JWX	08/26/2020	Heather Green
07179 - Mid America Trailer MFG, LLC	08/26/2020	Rachel Reich-Graef
07180 - Rhomar Industries, Inc.	08/27/2020	Rachel Reich-Graef
07182 - Daniel Joseph Vales	08/28/2020	Rachel Reich-Graef

Date	Customer	Overread/Leak	Leak In	Water Gallons Adjusted	Amount Adjusted	Sewer Gallons Adjusted	Amount Adjusted
8/11/2020	Katrina Szura	Actual to Average adjustment		-	0.00	7,500	\$71.03
8/14/2020	Susan Cole	Leak	Service Line	3,960	14.10	-	\$0.00
8/17/2020	Rosalie Russell	Leak	Service Line	7,935	28.25	-	\$0.00
8/17/2020	Aron & Katelyn Butler	Leak	Service Line	47,417	168.80	94,833	\$898.07
8/17/2020	Aron & Katelyn Butler	Leak	Service Line	24,467	87.10	48,933	\$463.40
8/17/2020	Betty Foster	Leak	Service Line	4,390	15.63	-	\$0.00
8/17/2020	Chad & Donna Cole	Leak	Toilet Flapper	7,850	27.95	-	\$0.00
8/17/2020	Christopher & Joyce Farris	Leak	Toilet/Tub	6,985	24.87	-	\$0.00
8/17/2020	Eric Stuckemeyer	Leak	Service Line	12,717	45.27	25,433	\$240.85
8/17/2020	Trendsetter Homes	Leak	Fitting on meter	4,299	15.30	-	\$0.00
8/17/2020	Kayla Hilburn	Leak	Toilet Flapper	3,885	13.83	3,885	\$36.79
8/17/2020	Wendel & Sylvia Lightfoot	Leak	Service Line	18,400	65.50	-	\$0.00
8/24/2020	Tom Thompson	Leak	Irrigation	51,975	185.03	-	\$0.00



## AGENDA ITEM ANALYSIS

Project/Issue Name: 20-37 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the Execution of a First Supplemental STP-Urban Program Agreement with the Missouri Highways and Transportation Commission for the Design and Right of Way Acquisition for the Extension of the Shuyler Creek Trail.

Submitted By: Garrett Brickner, Engineering Director

Date: August 25, 2020

### Issue Statement

To revise the original agreement approved by city council on May 19, 2020 and entered into on July 7, 2020 to include additional funding to begin construction of the Shuyler Creek Trail Extension.

### Discussion and/or Analysis

The original agreement authorized \$394,214 of federal funds toward the design, environmental clearance, and right of way acquisition for the Shuyler Creek Trail Extension. An additional \$471,855 of federal funds became available and is being offered for this project, bringing the total of federal dollars to \$866,099. This agreement, like all STP projects, requires a 20% local match, making the total project cost \$1,081,307 which the City would be responsible for \$215,208, up from the original agreement match of \$98,544. However, this is still lower than our original application for this grant which would have had the City's portion at \$496,258.

### Recommended Action

Staff recommends approval of Ordinance 20-37.

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

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

*WHEREAS*, on November 5, 2019, in Resolution 19-R-37, the Council authorized the Community Development Department and other City departments to apply for a grant to extend the Shuyler Creek Trail; and

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

*WHEREAS*, that First Agreement was executed on July 7, 2020; and

*WHEREAS*, due to the increase in funding available, the Missouri Highways and Transportation Commission has proposed a First Supplemental STP-Urban Program Agreement (herein called "Agreement") with the City for the Extension of the Shuyler Creek Trail in the City (herein called "Project"); and

*WHEREAS*, this Agreement will obligate the City to contribute 20% towards the Project, which is approximately \$215,208.00. The other 80% of the funding will come from federal funds; and

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

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

- Section 1. Mayor Matt Russell is authorized to execute on behalf of the City a First Supplemental STP-Urban Program Agreement with the Missouri Highways and Transportation Commission not to exceed \$215,208.00, said Agreement to be substantially in the form and content of the document attached hereto and incorporated herein.
- Section 2. The whereas clauses are hereby specifically incorporated herein by reference.
- Section 3. The provisions of this Ordinance are severable, and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

BILL NO. 20-37

ORDINANCE NO. 20-

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

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

\_\_\_\_\_  
Matt Russell, Mayor

Attest:

\_\_\_\_\_  
Laura Burbridge, City Clerk



Digitally signed by Scott Ison  
Date: 2020.08.19 13:51:18  
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Approved as to Form: \_\_\_\_\_, Scott Ison, City Attorney

Final Passage and Vote: \_\_\_\_\_

CCO Form: FS27  
 Approved: 05/02 (BDG)  
 Revised: 03/17 (MWH)  
 Modified:

Greene County  
 City of Republic  
 Project STBG-6900(813)

CFDA Number: CFDA #20.205  
 CFDA Title: Highway Planning and Construction  
 Award name/number: STBG-6900(813) TIP# EN2010-20A5  
 Award Year: 2020  
 Federal Agency: Federal Highway Administration, Department of Transportation

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

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

WITNESSETH:

WHEREAS, on July 7, 2020 the Commission and the City previously entered into a STP-Urban Funds Agreement as to public improvements designated as the design and right of way acquisition for the extension of the Shuyler Creek Trail to Elm Street/Farm Road 182 and along Farm Road 182 to Wilson Creek Battlefield, (hereinafter, "Original Agreement"); and

WHEREAS, the Commission and the City now desire to revise the Original Agreement as provided in this Supplemental Agreement.

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

(1) REVISION: Paragraphs (1), (2) and (12(A)) of the Original Agreement are hereby removed and replaced with the following:

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

(2) LOCATION: The contemplated improvement designated as Project STBG-

6900(813) by the Commission is within the city limits of Republic, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows: Design, environmental, right of way acquisition and construction for the extension of the Shuyler Creek Trail to Elm Street/Farm Road 182 and Along Farm Road 182 to Wilson Creek Battlefield.

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent (**80%**) not to exceed **\$866,099.00**. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(2) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and shall extend and apply to this Supplemental Agreement as if fully written in this Supplemental Agreement.

[Remainder of Page Intentionally Left Blank]

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

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF REPUBLIC

\_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_

Title: \_\_\_\_\_

Ordinance No.: \_\_\_\_\_



## AGENDA ITEM ANALYSIS

Project/Issue Name: 20-38 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into a Development Agreement with Convoy of Hope for Water Line Public Improvements.

Submitted By: Andrew Nelson -Republic BUILDS Director

Date: August 25<sup>th</sup>, 2020

### Issue Statement

This agreement would allow the City Administrator to enter into a developer's agreement with Convoy of Hope to extend water services from where it currently dead ends beyond Carnahan St., looping around a warehouse building, and extending on to make a looped connection on Farm Road 144

### Discussion and/or Analysis

Certain public water improvements need to be constructed on the Convoy of Hope site. The parties desire to enter into a development agreement to formalize the terms of the public improvements

The improvements to be completed under this agreement include approximately: 7786 linear feet (LF) of new 12" waterline to be installed. 5549 LF of which is necessary to serve the development, and which the city will be reimbursed the cost of materials and labor. 2237 LF is supplementary for the benefit of Republic's water network, creating a looped system.

### Recommended Action

Staff recommends approval of 20-38.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH CONVOY OF HOPE FOR WATER LINE PUBLIC IMPROVEMENTS**

*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*, Convoy of Hope (herein called the “Developer”) is the owner of land at the end of West Carnahan Street in the City of Republic (herein called the “Property”) and is in the process of building a new campus on the Property; and

*WHEREAS*, in order to develop the new Convoy of Hope campus, certain public improvements need to be constructed on the Property; and

*WHEREAS*, the City and Developer desire to enter into a development agreement to formalize the terms of the water line public improvements on the Property; and

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

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

- Section 1. The City Administrator or designee, on behalf of the City of Republic, is authorized to enter into a development agreement with Convoy of Hope, said agreement to be in substantially the same form as “Attachment 1.”
- Section 2. The whereas clauses are hereby specifically incorporated herein by reference.
- Section 3. The provisions of this Ordinance are severable, and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 4. This Ordinance shall be in full force and effect from and after the date of passage as provided by law.

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

\_\_\_\_\_  
Matt Russell, Mayor

Attest:

\_\_\_\_\_  
Laura Burbridge, City

BILL NO. 20-38

ORDINANCE NO. 20-

Approved as to Form:  Digitally signed by Scott Ison  
Date: 2020.08.19 15:43:28  
-05'00' \_\_\_\_\_, Scott Ison, City Attorney

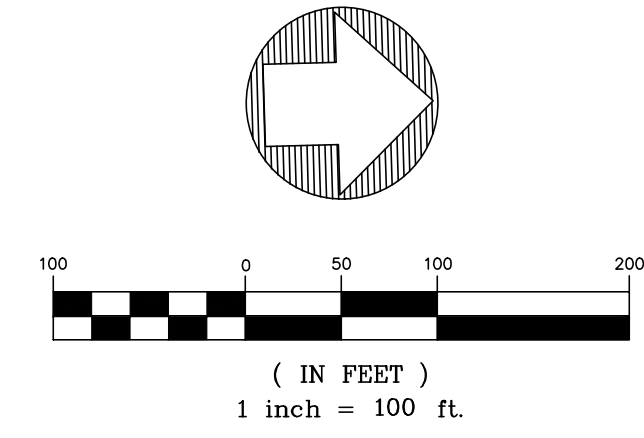
Final Passage and Vote: \_\_\_\_\_

### PROPOSED WATER MAIN

~5549 LF TO BE REIMBURSED  
 ~2237 LF CITY RESPONSIBILITY  
 ~7786 LF TOTAL NEW 12" WATERMAIN

#### GENERAL NOTES:

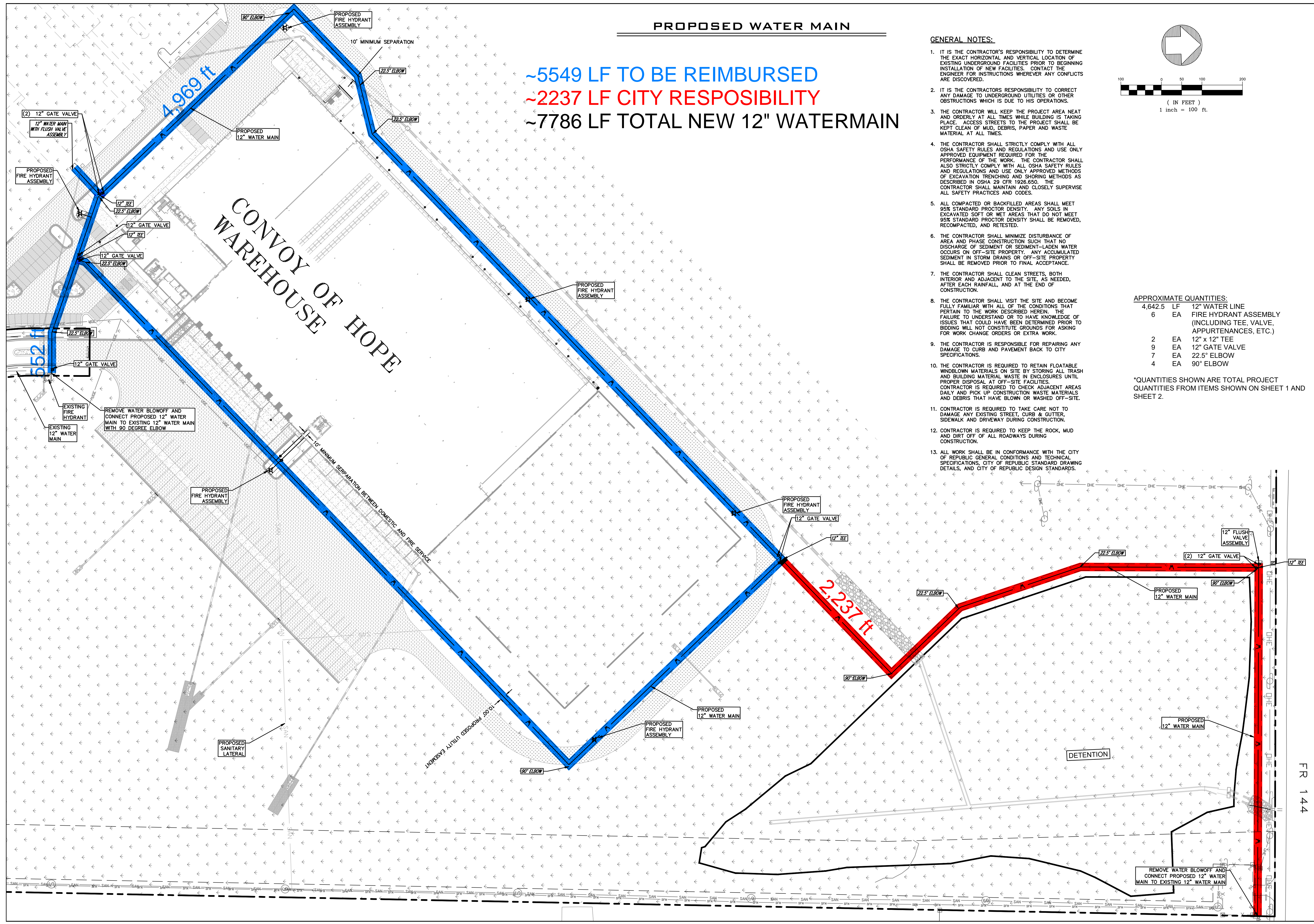
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION OF EXISTING UNDERGROUND FACILITIES PRIOR TO BEGINNING INSTALLATION OF NEW FACILITIES. CONTACT THE ENGINEER FOR INSTRUCTIONS WHEREVER ANY CONFLICTS ARE DISCOVERED.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO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



#### APPROXIMATE QUANTITIES:

4,642.5	LF	12" WATER LINE
6	EA	FIRE HYDRANT ASSEMBLY (INCLUDING TEE, VALVE, APPURTENANCES, ETC.)
2	EA	12" x 12" TEE
9	EA	12" GATE VALVE
7	EA	22.5" ELBOW
4	EA	90" ELBOW

\*QUANTITIES SHOWN ARE TOTAL PROJECT QUANTITIES FROM ITEMS SHOWN ON SHEET 1 AND SHEET 2.

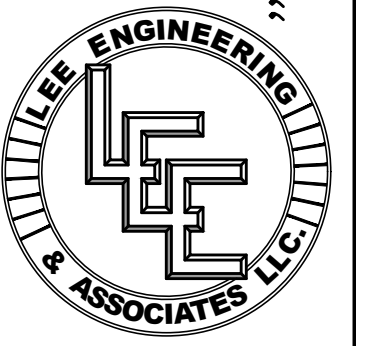


### PROPOSED WATER MAIN EXTENSION

7136 W FR 144  
 SPRINGFIELD, GREENE COUNTY, MISSOURI

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

LEE Engineering & Associates, L.L.C.  
 1200 E. Woodhurst Dr., Suite D200  
 Springfield, Missouri 65807  
 417-886-9100 (phone) 417-886-9336 (fax)  
 lee@leeengineering.biz



FR 144

DATE: 2020-08-19  
 SHEET: 1 OF 2  
 PROJECT:  
 FILE: C01\_360-MM Site Plan.dwg

## DEVELOPER AGREEMENT

**THIS DEVELOPER AGREEMENT** (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Republic Missouri (“City”) and Convoy of Hope, (“Developer”). City and Developer are sometimes referred to herein individually as a (“Party”) and collectively as the (“Parties”).

**WITNESSETH:**

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

**WHEREAS**, Developer is a Missouri registered foreign nonprofit corporation, and

**WHEREAS**, Developer is currently the owner of real property in the City of Republic commonly located at the end of West Carnahan Street in the former Trogdon Industrial Park, legally described in Exhibit A attached hereto and incorporated by reference into this Agreement, (“Property”), and is in the process of developing a business campus on the Property in order to facilitate new commercial development, and

**WHEREAS**, in order for Developer to fully develop the Property, certain public improvements need to be constructed on the Property, and

**WHEREAS**, City recognizes the need to encourage development in the City of Republic and desires to participate and facilitate the development of Property to the extent the City has available resources.

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

1. Ability to Contract: Developer warrants that it has the ownership interest in the Property required to enter into this Agreement and fulfill the terms contained herein.
2. Public Improvements:
  - a. Work under this Agreement: In exchange for Developer’s promises herein, the City agrees that it shall provide for, arrange, construct, complete, plan, or coordinate the public improvements (the "Public Improvements ") as described in Section 2(c) (Water Improvements) below.
  - b. Construction Period: The parties agree that the City's construction period will be completed no later than December 31, 2020 (“Construction Period”), provided the Developer has completed all of the necessary improvements required by City to be installed prior to September 15, 2020 for the Public Improvements contained in this agreement. City has provided Developer with a labor and equipment pay structure of City and a cost estimate in Exhibit D, attached hereto and incorporated by reference into this Agreement. Any cost estimate provided by City to Developer

shall not be binding on either party. Nothing contained herein shall be construed to restrict the City's right to construct the Public Improvements (as defined herein) at any time prior to the expiration of the Construction Period or continue constructing the Public Improvements after the Construction Period as long as the City is making substantial and continuing progress toward completion of the Public Improvements. Further, the Construction Period shall be extended as necessary to accommodate delayed progress of the Public Improvements due to changes in work, any act or omissions of Developer or its employees, agents, or representatives that are contrary to this Agreement or any other cause that is not reasonably foreseen or beyond the control of City, its subcontractors, or suppliers including, but not limited to acts of God, acts of another government authority, natural or manmade disaster, delay in the transportation or shortages of materials or equipment, abnormal weather conditions or labor disputes.

- c. Water Improvements: City shall plan, coordinate and install all necessary water lines, systems and facilities, according to the final engineering plans as contained in Exhibit B, as modified by Section 3(a)(iv), attached hereto and incorporated by reference into this Agreement as determined by City and Developer for the City to provide potable water service to the Property having sufficient capacity to meet the anticipated demand for uses permitted under the then current Property zoning classification. City agrees to provide said water service to the Property no later than the expiration of the Construction Period. Developer and the City shall work together to plan and coordinate the installation of such water service infrastructure, including, without limitation, determining the location(s) on the Property that Developer and future users shall tap into said water main. Said water improvements shall be located within the utility easements or public rights-of-way granted by Developer to City pursuant to the Easements paragraph of this Agreement.
  - d. Utilities: Developer will be responsible for the planning, coordination, and/or installation of all other utility improvements ("Utility Improvements") on the Property.
  - e. Work Performed: City will be the sole judge of the work needed to be performed to complete this Agreement, including but not limited to, the work to be performed, the contractors or subcontractors hired to do the work, the engineer hired, the construction methods used, the location of the work, equipment used, the quality of the work, and the selection of the materials and supplies to be used.
  - f. Site Access: Developer and its representatives shall have access at all times to the work site on the Property and shall provide sufficient competent personnel to visit and inspect the work site during the course of this Agreement to determine the work and manner of it being performed. City, its workers, subcontractors, suppliers and representatives shall have access at all times to the work site.
3. Costs of the Public Improvements:

a. Payments:

- i. Developer will be responsible for all costs for the engineering plans and/or construction drawings for the Public Improvements in this Agreement. Any engineering plans and/or construction drawings are subject to rejection, revision, or approval by City as reasonably necessary, in the City's opinion, to complete the Public Improvements in this Agreement.
- ii. City will initially pay for the cost of the Public Improvements subject to this Agreement.
- iii. City shall be reimbursed by Developer all the actual hard costs incurred by City for the total length in the Public Improvements shown on Exhibit C, attached hereto and incorporated by reference into this Agreement, in the highlighted blue in color, including, but not limited to, materials, labor, including contractor and subcontractors, equipment, tools, water, utilities, transportation, taxes, local, state, and federal public works laws and regulations and all other services and facilities necessary for the execution and completion of the Public Improvements pursuant to this Agreement. Payment by Developer to City under this paragraph shall be made within 30 days after City has completed all the Public Improvements and after Developer is invoiced for the Public Improvements by City.
- iv. In order to better serve the area on and around the Property for future development, City will install the Public Improvements as recommended by the City's Public Works Department. Said proposed installation is shown on Exhibit C, attached hereto and incorporated by reference into this Agreement, in the highlighted red in color. City has the right to change the location of the Public Improvements as long as the changes will still serve the Water Improvements needed by Developer as outlined in Section 2(c). City shall be responsible for the costs of the Public Improvements to extend the water main in excess of the total length contained in Exhibit C as highlighted in the color blue to better serve the area for future development.
- v. City will use the current purchasing policy approved by the City Council and associated Administrative Policies in order to facilitate request for proposals, request for qualifications, request for bids, or written quotes to determine the lowest price qualified provider of materials and/or services. City will abide by all local, state, and federal laws and regulations including those regarding public works projects. Developer will be provided by City with all bids and/or quotes once they are opened in accordance with applicable law. Once the bids and/or quotes are provided to Developer, Developer will have three business days to provide City in writing with any legally justifiable reason why the lowest bidder pursuant to the current purchasing policy approved by the City Council or associated

Administrative Policies would not be acceptable. If Developer provides City with a legally justifiable reason in writing why the lowest bidder is not the most responsible or responsive bidder, City will move to the next lowest responsible bidder as determined by City and Developer.

- b. Funds Deposits: Developer agrees that any funds remitted to City under this Agreement may be commingled by the City with other funds deposited by the City from other sources. Further, any funds remitted by the Developer will gain no interest and the City shall determine where said funds are to be deposited.
4. Ownership in Work: Developer will have and will gain no ownership or other interest in Public Improvements in this Agreement.
5. Easements: Developer agrees to execute any easements and/or rights-of-way reasonably required by City in order to perform the work contemplated by this Agreement and in order for City to provide future maintenance on said work on the Property after the work is completed. Said easements will be provided by Developer to City at no cost and shall be made before the City commences work under this Agreement. City and Developer agree that City may need further easements and/or rights-of-way that allow for the extension of the Public Improvements contained in this Agreement. City and Developer agree to negotiate in good faith to allow City to acquire further easements from Developer to extend the Public Improvements to adjoining properties in the future.
6. Conflict of Interest: No salaried officer or employee of the City, and no member of the City Council, shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
7. Entire Agreement: This Agreement contains the entire Agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements. This Agreement may not be modified or amended other than in writing as agreed to by the Parties.
8. Default by Developer and Termination: If through any cause, the Developer shall fail to fulfill in timely and proper manner Developer's obligations under this Agreement, become insolvent, or if Developer shall violate any of the covenants, agreements or stipulations of this Agreement, the City shall deliver written notice of the same to Developer and if such failure or violation is not cured within ten days thereafter (or such longer period of time as is reasonably necessary so long as Developer begins to cure such failure or violation within such ten-day period and thereafter diligently pursues the same to completion), the City shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If City elects to terminate under this provision, Developer shall be responsible to City for all of City's actual costs in the Public Improvements up to and including the date of termination.
9. Default by City and Termination: If through any cause the City shall fail to fulfill in timely and proper manner City's obligations under this Agreement, become insolvent, or if City shall violate any of the covenants, agreements or stipulations of this Agreement, the

Developer shall deliver written notice of the same to City and if such failure or violation is not cured within ten days thereafter (or such longer period of time as is reasonably necessary so long as City begins to cure such failure or violation within such ten-day period and thereafter diligently pursues the same to completion), the Developer shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If Developer elects to terminate under this provision, Developer shall be responsible to City for all of City's actual costs in the Public Improvements up to and including the date of termination. Termination of this Agreement shall be the sole remedy for any default by City under this Agreement.

10. Jurisdiction and Venue: This Agreement shall be taken and deemed to have been fully executed and made by the parties 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.
11. Dispute: In the event that the City is the prevailing party in any litigation arising out of or relating to this Agreement, the City shall be entitled to all reasonable attorneys' fees and expenses incurred.
12. Liability: Nothing in this Agreement shall be construed to create any liability on behalf of the City for any direct, special, indirect, liquidated, punitive, or consequential damages. Developer agrees that the type of work to be performed under this Agreement will cause damage to Developer's Property and Developer agrees that the City shall not be liable for any damages caused to the Property outside of that necessary to complete the Public Improvements contemplated by this Agreement.
13. Independent Contractor: The Parties to this Agreement are separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties.
14. Execution: The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act ("ESIGN"). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.
15. Survival: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns as provided in this Agreement. The parties acknowledge and agree that the rights and benefits afforded Developer under this Agreement shall run with the Property and shall be enforceable by and for the benefit of any and all successor owners of the Property without further consideration to or consent by the City. The parties acknowledge and agree that at

the request of either party, a memorandum of this Agreement shall be duly executed by the parties and recorded in the real estate records of Greene County, Missouri; provided, however, this Agreement shall be binding and enforceable as between the City and any current or future owner of the Property without recording thereof.

16. Headings: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
17. Whereas Clauses: The “Whereas” clauses stated above are incorporated herein by reference.
18. Assignment: This Agreement may not be assigned by any party without the prior written consent of the other parties.
19. Sovereign Immunity: In no event shall any language or requirement in this Agreement be construed as or constitute a waiver or limitation of City’s defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.
20. Severability Clause: A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.
21. Contingent Upon Funds and Approval: This Agreement is contingent upon the City having sufficient funds available for the subject of this Agreement. Developer shall have no right of action against City in the event City is unable to perform its obligations under this Agreement as a result of insufficient funds. Further, this Agreement is subject to and conditioned upon approval by ordinance by the City Council.
22. Contract Documents: The Agreement shall consist of the following:
  - a. This Agreement;
  - b. Exhibit A – Legal description;
  - c. Exhibit B - Final engineering plans;
  - d. Exhibit C – Developer’s water main plans showing Developer’s proposed waterline location and responsibility in blue highlight and City’s proposed waterline location and responsibility in red highlights;
  - e. Exhibit D - Labor and equipment pay structure of City and Cost Estimate.
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 deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

to the City:

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

to Developer: Convoy of Hope  
2847 S Ingram Mill Rd, Ste A100  
Springfield MO 65804

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

**DEVELOPER/OWNER**

Convoy of Hope

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

STATE OF MISSOURI                    )  
  )ss.  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

My Commission expires: \_\_\_\_\_

*(Notary Seal)*

**CITY OF REPUBLIC**

---

David Cameron, City Administrator

---

Attest: Laura Burbridge, City Clerk

**Approved as to Form:**

---

Scott Ison, City Attorney

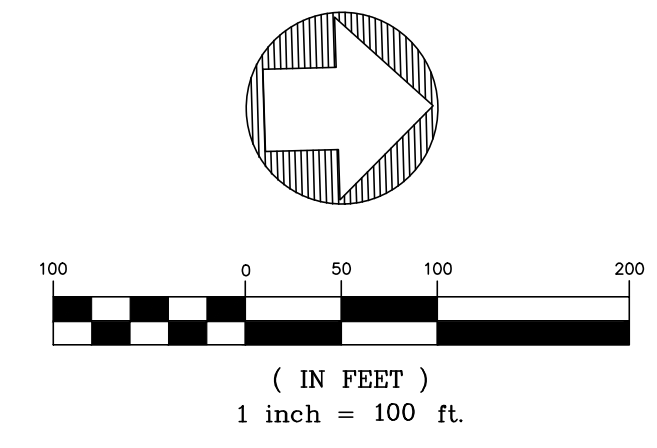
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PROPOSED WATER MAIN

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GENERAL NOTES:

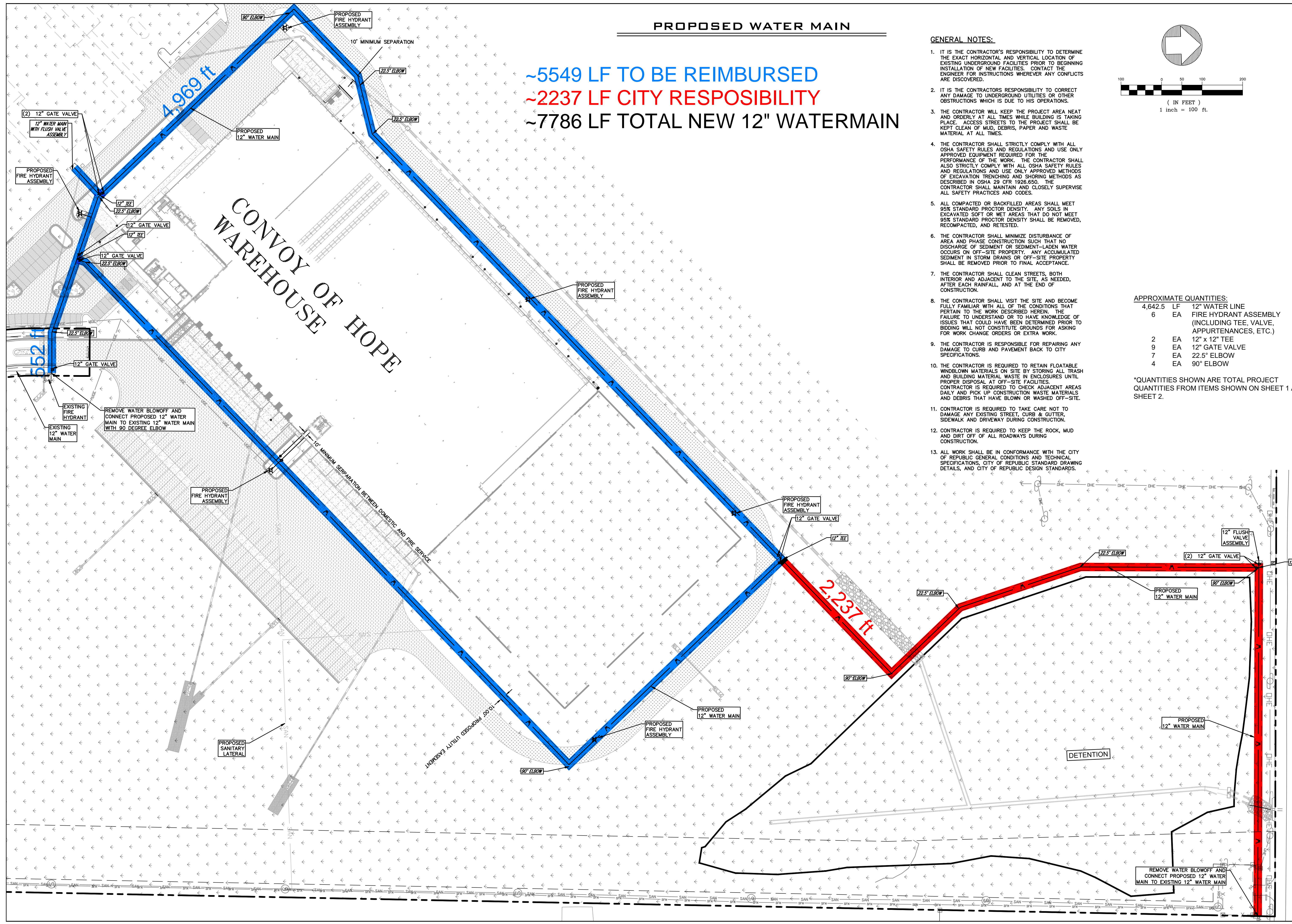
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- IT IS THE CONTRACTOR'S RESPONSIBILITY TO CORRECT ANY DAMAGE TO UNDERGROUND UTILITIES OR OTHER OBSTRUCTIONS WHICH IS DUE TO HIS OPERATIONS.
- THE CONTRACTOR WILL KEEP THE PROJECT AREA NEAT AND ORDERLY AT ALL TIMES WHILE BUILDING IS TAKING PLACE. ACCESS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



APPROXIMATE QUANTITIES:

4,642.5	LF	12" WATER LINE
6	EA	FIRE HYDRANT ASSEMBLY (INCLUDING TEE, VALVE, APPURTENANCES, ETC.)
2	EA	12" x 12" TEE
9	EA	12" GATE VALVE
7	EA	22.5" ELBOW
4	EA	90" ELBOW

\*QUANTITIES SHOWN ARE TOTAL PROJECT QUANTITIES FROM ITEMS SHOWN ON SHEET 1 AND SHEET 2.

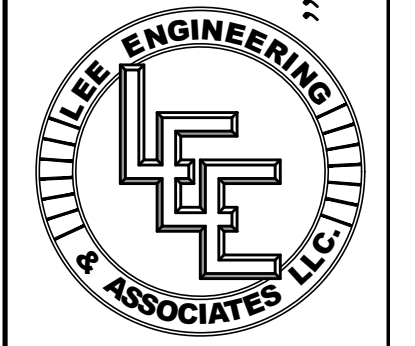


PROPOSED WATER MAIN EXTENSION

7136 W FR 144  
SPRINGFIELD, GREENE COUNTY, MISSOURI

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

LEE Engineering & Associates, L.L.C.  
1200 E. Woodhurst Dr., Suite D200  
Springfield, Missouri 65807  
417-886-9100 (phone)  
417-886-9336 (fax)  
lee@leeengineering.biz



"Engineering with Integrity"

FR 144

DATE: 2020-08-19  
SHEET: 1 OF 2  
PROJECT:  
FILE: C01\_360-MM Site Plan.dwg



## AGENDA ITEM ANALYSIS

Project/Issue Name: 20-39 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into an Amended Development Agreement with the Republic R-3 School District for Water Line Public Improvements for the Future Early Childhood Education Center.

Submitted By: Andrew Nelson, Republic BUILDS Director

Date: September 15, 2020

### Issue Statement

Amending the existing Agreement to not include the costs of labor to install the waterline for the Early Childhood Center for reimbursement.

### Discussion and/or Analysis

The Community Development Department wishes to not charge the costs of the labor for the installation of waterline associated with the construction of the Early Childhood Development Center. After re-evaluation of the waterline and the improvements of service to the area the City was able to replace an aging main connection with a 10" loop. In similar developer agreements where there is a mutual benefit to both parties, the City has opted to contribute the labor costs of the installation to the project. This would reduce the cost invoiced to the School from \$44,973.13 to \$29,025. The City would recoup all costs outside of the staff labor in this invoiced amount.

### Recommended Action

Staff recommends approval.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,  
AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AMENDED  
DEVELOPMENT AGREEMENT WITH THE REPUBLIC R-3 SCHOOL DISTRICT FOR  
WATER LINE PUBLIC IMPROVEMENTS FOR THE FUTURE EARLY CHILDHOOD  
EDUCATION CENTER**

*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 Republic R-3 School District (“District”) is the owner of real property commonly located at 518 N Hampton Ave (“Property”) located in the City of Republic; and

*WHEREAS*, on February 4, 2020, in Ordinance 20-01, the Council authorized a development agreement with the District for public water line improvements for a new early childhood education center on the Property; and

*WHEREAS*, after starting the project, the City re-evaluated the water line public improvements and replaced an aging water main connection with a 10” loop; and

*WHEREAS*, after re-evaluating this project and recognizing the benefit to the City, the City opted to contribute the labor costs for this project; and

*WHEREAS*, the Parties desire to enter into an amended development agreement to formalize the terms of the water line public improvements on the Property; and

*WHEREAS*, the City Council finds that this amendment to the development agreement is in the best interest of the City as it will benefit the community through the continued cooperation between the City and the District.

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

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

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

\_\_\_\_\_  
Matt Russell, Mayor

Attest:

\_\_\_\_\_  
Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison  
Date: 2020.09.14 11:20:00  
-05'00', Scott Ison, City Attorney

Final Passage and Vote: \_\_\_\_\_

## DEVELOPMENT AGREEMENT ADDENDUM NUMBER ONE

**THIS DEVELOPMENT AGREEMENT ADDENDUM NUMBER ONE** (“Addendum”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Republic Missouri (“City”) and the Republic R-3 School District (“District”). The City and District are collectively addressed as the “Parties.”

**WITNESSETH:**

**WHEREAS**, on February 4, 2020, in Ordinance 20-01, the Council authorized a development agreement with the District for public water line improvements for a new early childhood education center on the Property, and

**WHEREAS**, the Parties previous entered into a Development Agreement dated March 23, 2020, and

**WHEREAS**, after starting the project, the City re-evaluated the water line public improvements and replaced an aging water main connection with at 10” loop, and

**WHEREAS**, due to the replacement of the aging water main, there was a benefit to the City in addition to the District, the City has agreed not to charge the District for the labor of City employees used on this Project, and

**WHEREAS**, the Parties desire an addendum to the Contract to modify certain terms and conditions.

**NOW, THEREFORE**, the Parties agree as follows:

1. Contract Amendment:

a. Paragraph 3(a)(iii) shall be amended to read:

City shall be reimbursed by District all the actual costs incurred by City in the Public Improvements shown on Exhibit B, attached hereto and incorporated by reference into this Agreement, in the highlighted red in color, including, but not limited to, materials, labor of contractor and subcontractors but not the labor for City employees, equipment, tools, water, utilities, transportation, taxes, local, state, and federal public works laws and regulations and all other services and facilities necessary for the execution and completion of the Public Improvements pursuant to this Agreement. Payment by District to City under this paragraph shall be made within 60 days after City has completed all the Public Improvements and after District is invoiced for the Public Improvements by City.

- 2. No Other Modification: Except as specifically modified by this Addendum under Paragraph 1, Contract Amendment, each and every other term and condition of the Agreement shall remain unchanged and in full force and effect without modification.

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

**DISTRICT/OWNER**

Republic R-3 School District

By \_\_\_\_\_

Title \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_

Title \_\_\_\_\_

**APPROVED AS TO FORM:**

By \_\_\_\_\_

Title \_\_\_\_\_

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**CITY OF REPUBLIC**

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David Cameron, City Administrator

---


Attest: Laura Burbridge, City Clerk

**Approved as to finance and budgetary purposes:**

---

Debbie Parks, Finance Director

**Approved as to Form:**

 Digitally signed by Scott Ison  
Date: 2020.09.14 08:43:04 -05'00'

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Scott Ison, City Attorney

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



## AGENDA ITEM ANALYSIS

Project/Issue Name: A Public Hearing of the City Council of the City of Republic, Missouri, Regarding Approving the Annexation of Approximately 0.22 Acres of Land Located Northeast of the Northeastern Right of Way Line of Missouri State Route 360 and Adjacent Right of Way.

Submitted By: Karen Haynes, Community Development Department

Date: September 15, 2020

### Issue Statement

The City of Republic's Community Development Department received a Voluntary Annexation Application from Tarasa LLC for the Annexation of approximately zero point two-two (0.22) acres of land identified as having PIN 881434100008.

### Discussion and/or Analysis

The property owner, Tarasa LLC, has submitted a Voluntary Annexation Request for the subject parcel for a future commercial/industrial development.

City water and sanitary sewer service is available in proximity to the property; subsequent review of water, sanitary sewer, and stormwater will be considered at the time of application for Rezoning and/or development. The subject parcel is compact and contiguous with the city limits of the City of Republic, as the subject parcel is surrounded by properties located in the City to the north and east.

The Future Land Use designation of the subject parcel is Neighborhood Commercial. The Neighborhood Commercial Future Land Use designation includes commercial uses permitted in the Local Commercial (C-1) Zoning District. Development in the vicinity of the subject parcel is industrial and manufacturing.

The Annexation, if approved by City Council, will effectively zone the subject parcel as A-1 (Agricultural) in accordance with City Code Section 435.010.B, which requires all annexed properties to be classified in the zoning district corresponding to Greene County's zoning designation.

### Recommended Action

Staff believes the Annexation of the subject property is consistent with the City's Comprehensive Plan as an area of future growth for the City of Republic and enjoys immediate access to City of Republic municipal services.



## AGENDA ITEM ANALYSIS

Project/Issue Name: 20-40 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Annexation of Approximately 0.22 Acres of Land Located Northeast of the Northeastern Right of Way Line of Missouri State Route 360 and Adjacent Right of Way.

Submitted By: Karen Haynes, Community Development Department

Date: September 15, 2020

### Issue Statement

The City of Republic's Community Development Department received a Voluntary Annexation Application from Tarasa LLC for the Annexation of approximately zero point two-two (0.22) acres of land identified as having PIN 881434100008.

### Discussion and/or Analysis

The property owner, Tarasa LLC, has submitted a Voluntary Annexation Request for the subject parcel for a future commercial/industrial development.

City water and sanitary sewer service is available in proximity to the property; subsequent review of water, sanitary sewer, and stormwater will be considered at the time of application for Rezoning and/or development. The subject parcel is compact and contiguous with the city limits of the City of Republic, as the subject parcel is surrounded by properties located in the City to the north and east.

The Future Land Use designation of the subject parcel is Neighborhood Commercial. The Neighborhood Commercial Future Land Use designation includes commercial uses permitted in the Local Commercial (C-1) Zoning District. Development in the vicinity of the subject parcel is industrial and manufacturing.

The Annexation, if approved by City Council, will effectively zone the subject parcel as A-1 (Agricultural) in accordance with City Code Section 435.010.B, which requires all annexed properties to be classified in the zoning district corresponding to Greene County's zoning designation.

### Recommended Action

Staff believes the Annexation of the subject property is consistent with the City's Comprehensive Plan as an area of future growth for the City of Republic and enjoys immediate access to City of Republic municipal services.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, APPROVING THE ANNEXATION OF APPROXIMATELY 0.22 ACRES OF LAND LOCATED NORTHEAST OF THE NORTHEASTERN RIGHT OF WAY LINE OF MISSOURI STATE ROUTE 360 AND ADJACENT RIGHT-OF-WAY**

*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*, a voluntary petition for the annexation of approximately 0.22 acres of land located northeast of the northeastern right of way line of Missouri State Route 360 and adjacent right-of-way has been filed with the Community Development Department; and

*WHEREAS*, the realty described in such petition is adjacent and contiguous to the present corporate limits of the City of Republic, Missouri; and

*WHEREAS*, the City Council of the City of Republic held a Public Hearing on the said petition on September 15, 2020, such hearing being held not less than fourteen days nor more than sixty days after the receipt of the petition requesting annexation; and

*WHEREAS*, at said Public Hearing, all interested persons, corporations or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation; and

*WHEREAS*, notice of said Public Hearing was published August 29, 2020, in the *Springfield News-Leader*, a newspaper of general circulation authorized to publish legal notices, such Public Hearing being held not less than seven days after the date of publication of such notice; and

*WHEREAS*, no written objections to the proposed annexation were filed with the City Council within fourteen days after the date of said Public Hearing; and

*WHEREAS*, the City Council has found that the proposed annexation is reasonable and necessary for the proper development of the City of Republic and the City has the ability to furnish normal municipal services to the area within a reasonable time.

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

Section 1: The following described realty is hereby annexed into, and made a part of, the City of Republic, Missouri, and its boundaries are hereby extended to include the same:

Approximately 0.22 acres generally located northeast of the northeastern right of way line of Missouri State Route 360 and adjacent right-of-way

ANNEXING A PORTION OF THE LAND DESCRIBED AND RECORDED IN BOOK 2020, PAGE 030402-20 IN THE GREENE COUNTY RECORDERS OFFICE. SAID LAND BEING SITUATED IN THE NE1/4 OF SECTION 34, T29N, R23W IN GREENE COUNTY, MISSOURI. PORTION BEING ANNEXED IS DESCRIBED AS FOLLOWS. ALL THAT PART OF THE NE1/4 OF THE SW1/4 OF THE NE1/4 OF SECTION 34,

T29N, R23W LOCATED NORTHEAST OF THE NORTHEASTERN RIGHT OF WAY LINE OF MISSOURI STATE ROUTE 360, A.K.A. JAMES RIVER EXPRESSWAY.

Section 2. The City Clerk is hereby directed to cause three certified copies of this Ordinance to be filed with the Greene County Recorder of Deeds.

Section 3. The City Clerk is hereby directed to forward to the director of revenue of the State of Missouri by United States registered mail or certified mail a certified copy of this Ordinance.

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

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


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

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

\_\_\_\_\_  
Matt Russell, Mayor

Attest:

\_\_\_\_\_  
Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison  
Date: 2020.09.12 13:51:58 -05'00', Scott Ison, City Attorney

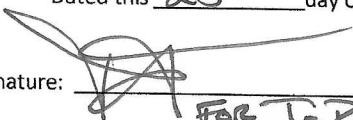
Final Passage and Vote: \_\_\_\_\_

**VOLUNTARY PETITION FOR ANNEXATION TO**  
**THE CITY OF REPUBLIC**

We, the undersigned, hereinafter referred to as the Petitioners, for our petition to the City Council of the City of Republic state and allege as follows:

1. That we are the owner of all fee interests of record in the real estate in Greene County, Missouri, described as follows, to wit:  
  
(LEGAL DESCRIPTION ATTACHED)
2. That the said real estate is not now a part of any incorporated municipality.
3. That the said real estate is contiguous to the existing corporate limits of the City of Republic, Missouri.
4. That we request that the said real estate be annexed to, and included within the corporate limits of, the City of Republic, Missouri, as authorized by the provisions of Section 71.012, RSMo.
5. That we request the City Council of the City of Republic to cause the required notice to be published and to conduct the public hearing required by law and to thereafter adopt an ordinance extending the limits of the City of Republic to include the above described real estate.

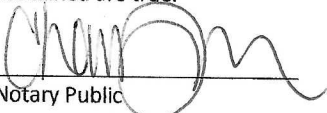
Dated this 25th day of August, 2020.

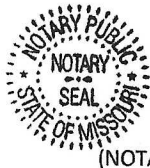
Owner's Signature:  \_\_\_\_\_  
FOR T-Rose, LLC

Date: 8/25/2020

State of Missouri )  
 ) ss  
County of Polk )

I, Charlie Greer, a notary public, do hereby certify that on the 25th day of August 2020 personally appeared before me, Dan Holt, who being by me first duly sworn, (severally) declared that he is (they are) the person(s) who signed the foregoing document, and that the statements therein contained are true.

  
Notary Public



**CHARLIE GREER**  
My Commission Expires  
**October 16, 2022**  
Polk County  
Commission #18234697  
(NOTARIAL SEAL)



## AGENDA ITEM ANALYSIS

Project/Issue Name: 20-41 An Ordinance of the City Council of the City of Republic, Missouri Approving a Special Use Permit to Operate a Group Daycare for Children in a Residential Zoning District Located at 432 South Sherwood Avenue to Megan Sierk.

Submitted By: Megan Sierk

Date: September 14, 2020

### Issue Statement

Megan Sierk has applied for a Special Use Permit for the operation of a Group Day Care Home from her residence at 432 South Sherwood Avenue.

### Discussion and/or Analysis

The subject property of this application is identified as Lot 41 of Sunshine Estates Phase 2, which is comprised of approximately 0.18 acres of land. The Applicant currently resides at the dwelling unit (1,394 SF) occupying the premises. The zoning for this lot is High Density Single-Family Residential (R1-H). The property borders residential dwellings to the north, south, and east.

The Applicant is seeking the approval of this permit to provide a structured environment for students attending school virtually.

This application for a Special Use Permit for a Group Day Care Home, if approved, would allow the provider to care for not more than ten (10) children, not related to the provider. The provider is limited to caring for no more than two (2) children under the age of two (2) years without the support of a full-time adult assistant; with the support of a full-time adult assistant the provider may care for a maximum of four (4) children under the age of two (2).

The Applicant currently has a general business license with the City to operate as a Family Day Care Home. Such a license allows her to care for as many as six (6) children where the maximum number of children under the age of two (2) years is three (3).

The Applicant has applied with the State of Missouri Department of Health and Senior Services for a Family Child Care Home License on the subject property. Under Missouri law, this license would allow

the provider to care for “no more than ten (10) children, unrelated, for any part of the twenty-four (24) hour day”. The State has indicated that issuance of a license requires conformance with the municipal zoning code. In this case, such conformance would come in the form of approval of this Special Use Permit.

The addition of ten (10) children to the premises is expected to have only an incidental effect on Sanitary Sewer and Water infrastructure. Any traffic added by this operation, not originating from the Sunshine Estates subdivision, would likely approach from either Miller Road, a secondary arterial, or Basswood Avenue, a collector.

This Special Use Permit, were it approved, would be subject to a five year limit, renewable in accordance with the procedures set forth in Municipal Code Section 405.680.

#### **Recommended Action**

Staff recommends the approval of the proposed Special Use Permit for Megan Sierk at 432 South Sherwood but would like the Planning and Zoning Commission to consider placement of a condition on said permit.

Due to the circumstances surrounding the concurrent application for this Special Use Permit to operate as a Group Day Care Home and the Family Child Care Home License from the State, it is Staff’s recommendation that a condition be placed on the Special Use Permit requiring the Applicant be in possession of the aforementioned State License in order to operate as a Group Day Care Home.

Staff recommends the following language for the condition on this permit:

*It shall be unlawful for any person to establish, maintain or operate a child day care center for children or to advertise as being able to perform services for a child day care center without having, in full force and effect, a written license granted by the Missouri Department of Health and Senior Services (State license) [Municipal Code Section 605.015. Subsection F].*

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, APPROVING A SPECIAL USE PERMIT TO OPERATE A GROUP DAYCARE FOR CHILDREN IN A RESIDENTIAL ZONING DISTRICT LOCATED AT 432 SOUTH SHERWOOD AVENUE TO MEGAN SIERK**

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

*WHEREAS*, an application for a Special Use Permit was submitted by Megan Sierk (“Applicant”), to operate a group daycare for children located at 432 South Sherwood Avenue (“Property”); and

*WHEREAS*, a notice of the date and time of public hearings concerning this application was published on August 26, 2020, in *The Greene County Commonwealth*, a newspaper of general circulation in the City of Republic, in addition to the same notice being sent by certified mail to those property owners within 185 feet of land subject to this special use permit application; and

*WHEREAS*, the Planning and Zoning Commission did thereafter hold a public hearing on September 14, 2020, after which they recommended the \_\_\_\_\_ of the application by a vote of \_\_ Ayes to \_\_ Nays; and<sup>1</sup>

*WHEREAS*, Section 405.670 of the City of Republic’s Municipal Code of Ordinances authorizes the City Council to impose appropriate conditions and safeguards to protect the public welfare and to conserve and protect private property and property values in the neighborhood; and

*WHEREAS*, the application for this special use permit was submitted to the City Council at its regular meeting held on September 15, 2020, after which City Council did proceed to vote to approve the special use permit subject to the imposed conditions contained herein.

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

Section 1. That a Special Use Permit is hereby approved for Applicant, Megan Sierk, to operate a group daycare for children on the Property located at 432 South Sherwood Avenue, otherwise described as follows:

All of Lot Forty-one (41), FINAL PLAT SUNSHINE ESTATES PHASE II, City of Republic, GREENE County, Missouri, according to the recorded plat thereof.

Section 2. The following conditions and safeguards are hereby incorporated into the Special Use Permit:

A. The application.

<sup>1</sup> Due to the Planning and Zoning meeting for this item occurring on September 14, 2020, this item will be updated with the recommendation of the Planning and Zoning Commission after that recommendation is received.

- B. Before any group daycare for children by the Applicant at the Property is established, maintained, operated, or advertised, the Applicant shall first have in full force and effect a written license granted to the Applicant for the Property by the Missouri Department of Health and Senior Services for the group daycare service for children.
- C. To provide care for not more than 10 children, not related to the Applicant. The Applicant is limited to caring for no more than 2 children under the age of 2 years without the support of a fulltime adult assistant; with the support of a full-time adult assistant, the Applicant may care for a maximum of 4 children under the age of 2.
- D. The special use permit shall expire and/or terminate:
  - 1. At such time of sale or transfer of the Property subject to this special use permit.
  - 2. Upon death of the Applicant.
  - 3. Upon transfer of the special use for which the permit is granted.
  - 4. Abandonment of the special use for which the permit is granted for a period longer than 12 consecutive months.
  - 5. Upon the occurrence of any event which would terminate the same by operation of law including, but not limited to, violations of any City Ordinances, state or federal laws, or rules or regulations related to activity on the Property or upon the Property and activity on the Property being determined to be unsafe or unsuitable for continued operation.
  - 6. Upon the rezone of the Property.
  - 7. At such time as is established by Council.

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 \_\_\_\_\_ 2020.

\_\_\_\_\_  
Matt Russell, Mayor

Attest:

\_\_\_\_\_  
Laura Burbridge, City Clerk

BILL NO. 20-41

ORDINANCE NO. 20-

Approved as to Form: \_\_\_\_\_, Scott Ison, City Attorney

Final Passage and Vote: \_\_\_\_\_



### Special Use Permit Application

Community Development Department  
Phone: (417) 732-3150  
Email: permits@republicmo.com

NOTICE: Fees for this application will be collected at the time of submission

Application Date: 8/10/20 Case No: 20-001

<b>Site Information</b>		Site Address: <u>432 S. Sherwood Ave, Republic</u>		
		Legal Description:		
Legal Description <i>(office use only)</i>	PIN:	Lot Number:	Subdivision:	Zoning:
<b>Legal Owner Information</b>		Name: <u>Megan Sierk</u>		
Address: <u>432 S. Sherwood Ave</u>		City: <u>Republic</u>		State: <u>MO</u>
Email Address: <u>teachingmegan@gmail</u>		Phone Number: <u>417-880-2514</u>		Zip: <u>65738</u>
Project Interest: <u>Daycare</u>				
<b>Owner Representative Information</b>		Name:		
		Relation to Owner: <u>Self</u>		
Address:		City:		State:
Email Address:		Phone Number:		Zip:
<b>Project Information</b>		Use Requested: <u>Daycare</u>		
Summary of Applicant Request:		<u>In-home childcare for 9 children (non-related) ages 5-10.</u>		

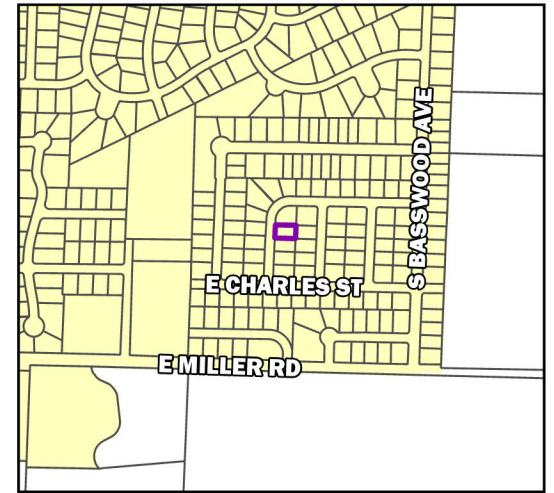
By signing this application form, I hereby acknowledge that the information I have provided is complete and accurate to the best of my knowledge. Furthermore, I acknowledge my responsibility to conform to the applicable federal, state and local regulations pertaining to the project described by this application and attachments. I also understand that this application will expire within 180 days of the date of my signing, unless extended in writing by the Building Official.

Date: 8/10/20 Name (please print): Megan Sierk Signature: Megan Sierk

# SU 20-001: 432 South Sherwood Avenue

Item 10.

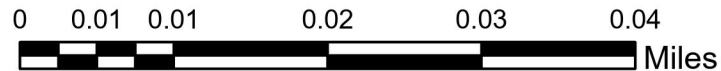
## Vicinity Map



### Legend

- Parcels
- SU 20-001
- Republic City Limits

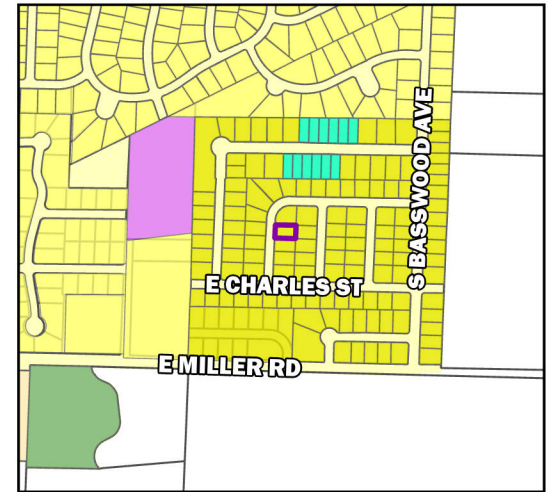
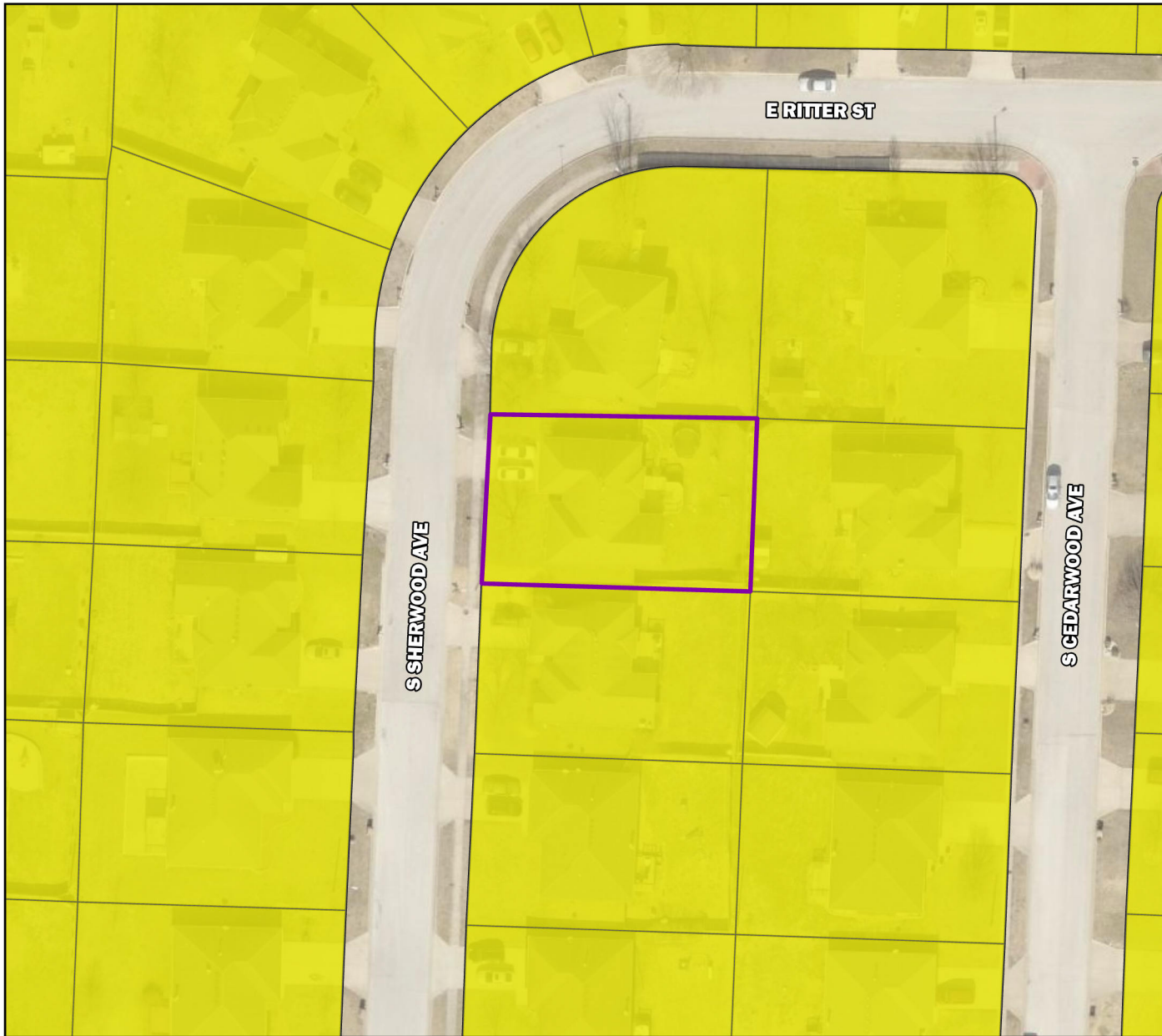
Parcel Owner: Justin Sierk  
Parcel Address: 432 S Sherwood Ave  
Area: 0.18 Acres  
Requested Use: Group Home Day Care  
Zoning: High Density Single Family Residential (R1-H)



# SU 20-001: 432 South Sherwood Avenue

Item 10.

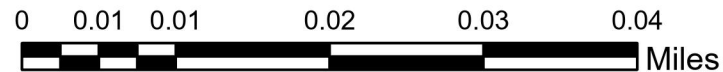
## Zoning Map



### Legend

- Parcels
- SU 20-001
- Republic City Limits
- Zoning**
- AG Agricultural
- C-1 Commercial
- C-2 General Commercial
- C-3 General Commercial
- M-1 Light Manufacturing
- M-2 Heavy Manufacturing
- PDD Planned Development
- R1-L Single Family Low Density
- R1-M Single Family Medium Density
- R1-H Single Family High Density
- R1-Z Zero Lot Line Residential
- R-2 Two-family Residential
- R-3 Multi-family Residential

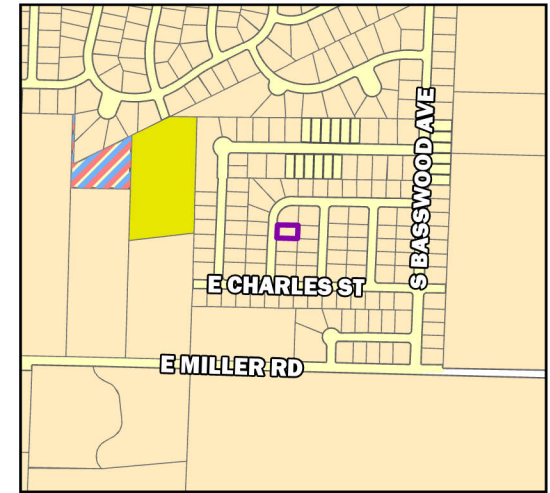
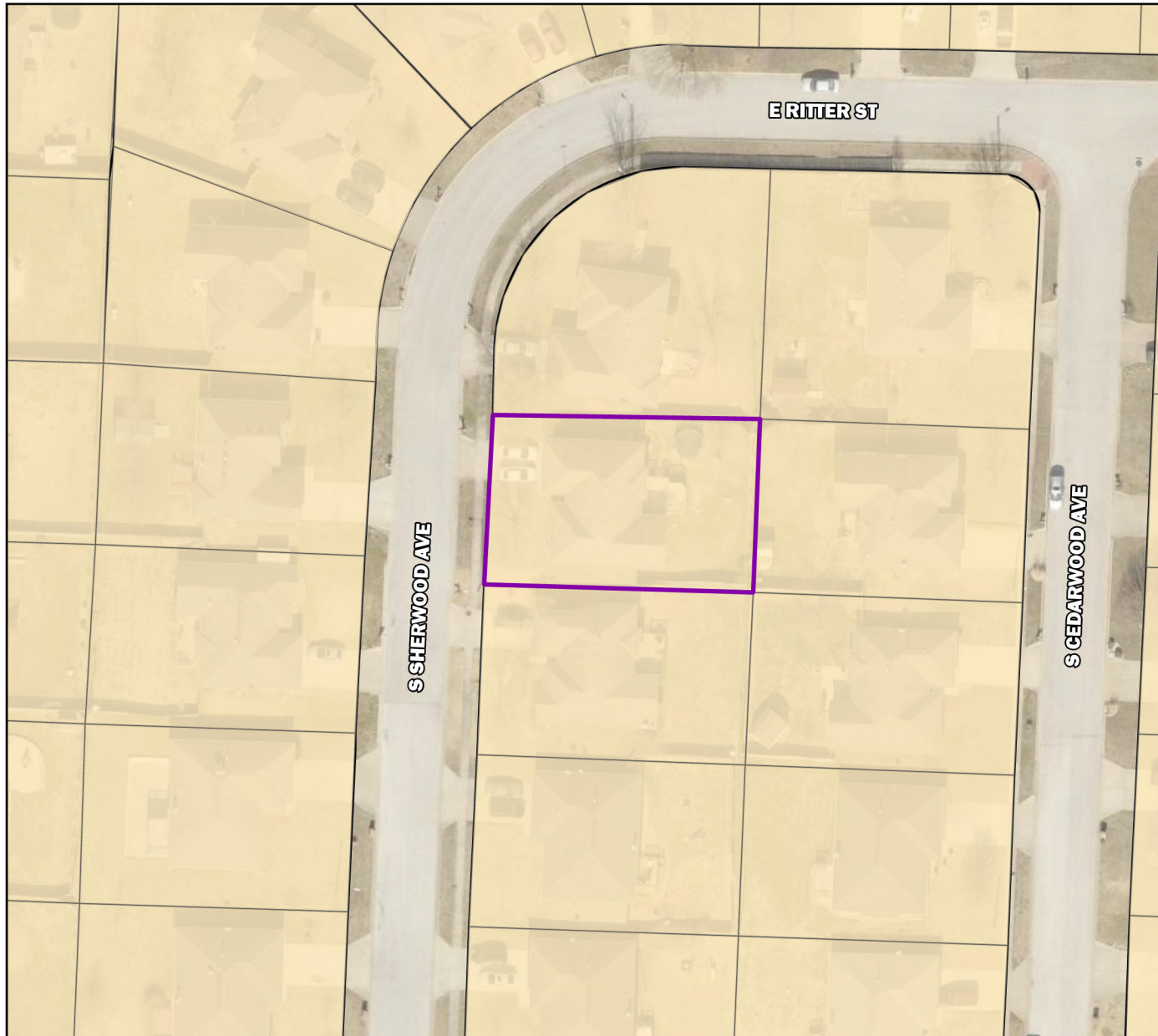
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# SU 20-001: 432 South Sherwood Avenue

Item 10.

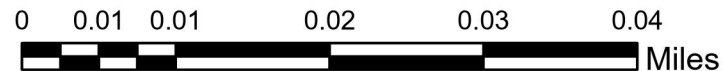
## Future Land Use Map



### Legend

- Parcels
- SU 20-001
- Republic City Limits
- Future Land Use
  - Low Density Residential
  - High Density Residential
  - Med Density Residential
  - Main Street District
  - C-1
  - C-2
  - M-1
  - M-2
  - Park
  - Planned Business Park
  - Public Land Use
  - School Land Use

Parcel Owner: Justin Sierk  
Parcel Address: 432 S Sherwood Ave  
Area: 0.18 Acres  
Requested Use: Group Home Day Care  
Zoning: High Density Single Family Residential (R1-H)



**Section 405.670. Generally. [Ord. No. 03-56 §1, 8-25-2003;  
Ord. No. 11-03 §1, 3-28-2011; Ord. No. 11-20 §3, 8-8-2011]**

- A. The City Council of the City of Republic may, by special permit following a public hearing advertised as provided in Section 405.980 of the Code of the City of Republic, authorize the location of any of the following buildings or uses in any district except as herein qualified, from which they are otherwise prohibited by this Chapter; provided however, that appropriate conditions and safeguards shall be imposed to protect the public welfare and to conserve and protect property and property values in the neighborhood.
1. Any public building erected and used by any department of the City, County, State or Federal Government.
  2. Commercial amusement or recreational development for temporary or seasonal periods.
  3. Cemetery or mausoleum on a site of twenty (20) acres or more; provided that any mausoleum shall be located at least two hundred (200) feet from any street or lot line.
  4. Hospitals and institutions, except institutions for criminals and for persons who are mentally ill or have contagious diseases; provided however, that such buildings may occupy not over twenty-five percent (25%) of the total area of the lot or tract and will not have any serious depreciating effect upon the value of the surrounding property; and provided further, that the buildings shall be set back from all yard lines heretofore established an additional distance of not less than two (2) feet for every foot of building height, and that adequate off-street parking space will be provided.
  5. Greenhouses and plant nurseries.
  6. Radio or television broadcasting tower or station over fifty (50) feet in height.
  7. (Reserved)
  8. Guyed or lattice telecommunication towers located in "AG" or "C-2" Districts, when complying with the regulations in Section 405.170(B)(8).
  9. Monopole telecommunications towers located in any district, when complying with the regulations in Section 405.170(B)(8).

Section  
405.670

Section  
405.670

10. Group day-care homes in any residential district with the permit to have a five-year limit and the permit may be renewed following the process set forth in Section 405.680. **[Ord. No. 15-01 §1, 1-26-2015]**
11. Commercial office uses located in any residential district which are associated with low traffic volumes such as accounting, architecture, drafting, engineering, law and associated professional consulting services as approved by the Planning and Zoning Commission and City Council.
12. Neighborhood markets, convenience stores and gasoline/fuel stations located in residential districts.
13. (Reserved)
14. The sale of merchandise by traveling vendors, under tents or other temporary facilities, located in "C-1", "C-2", "M-1" or "M-2" Districts. Temporary facilities shall not be permitted beyond a three (3) month period per year unless permitted as a permanent structure.
15. Veterinary facility or similar establishment located in "C-2", "M-1" or "M-2" Districts for the treatment and boarding of all animals, large and small.
16. The temporary use of land for purposes associated with the support of active public improvements projects. The use of the land must comply with all applicable State and Federal regulations regarding environmental quality and protection. Each special use permit for this purpose shall be considered on a case-by-case basis and considerations in reviewing and approving the application for a special use permit shall include, but not be limited to:
  - a. Intensity of the use relative to the surrounding land uses, especially in terms of noise, dust, odor, etc.
  - b. Volume and type of traffic generated by the use.
  - c. Potential impacts on water, air, and soil quality.
  - d. Whether more appropriate alternative sites exist.
  - e. The length of time requested for the special use of the land.

Section  
405.670

Section  
405.680

- f. Potential impacts on public services including water supply, wastewater treatment, fire protection, law enforcement, etc.

If Council determines to issue a special use permit for temporary use of land under this paragraph, the permit term will generally expire sixty (60) days after the completion date of the contracted for services and/or uses as set forth in the plans or the contract presented to the City during the review process. If the documents provided to the City do not state an end date for the contracted for services and/or uses then Council may establish the length of term for the special use permit. Upon approving a special use permit, Council may grant staff the discretion to extend the permit twice for a period of no greater than ninety (90) days each. Any extension beyond those described above shall be subject to Council approval.

**Section 405.680. Permit. [CC 1999 §26-62; Ord. No. 03-80 §1, 11-24-2003]**

Before the issuance of any special permit for any of the above buildings or uses, the application therefore shall be submitted to the City Planning and Zoning Commission for study and report regarding the effect of such proposed building or use upon the character of the neighborhood and upon traffic conditions, public utility facilities and other matters pertaining to the public health, public safety or general welfare. A processing fee in the amount of one hundred seventy-five dollars (\$175.00) shall be paid to the City upon receipt of an application for a special use permit. No action shall be taken upon any application for a proposed building or use above referred to until and unless the report of the Commission has been filed, but such report shall be made within sixty (60) days after the matter has been referred to it. If the Planning and Zoning Commission recommends against the issuance of the special permit, then it may be issued only by an affirmative three-fourths (¾) vote of the City Council.



## AGENDA ITEM ANALYSIS

Project/Issue Name: 20-42 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Municipal Code of the City of Republic, Missouri, by Amending Title V, "Building and Construction," Chapter 500, "Building Codes and Building Regulations," Article I, "Adoption of Building Codes," Regarding Snow Load.

Submitted By: Karen Haynes, Community Development Department

Date: September 15, 2020

### Issue Statement

Consideration to approve an Amendment to Section 500.001 Adoption of the 2018 International Building Code (IBC) relating to the City's adopted Ground Snow Load.

### Discussion and/or Analysis

The IBC provides Figure 1608.2 Ground Snow Loads, with a Ground Snow Load of 15 pounds per square foot for the middle and southern portion of Greene County and all of Christian County; the City of Republic lies in the southwest portion of Greene County and the northwest portion of Christian County.

The Amendment proposes revising the Ground Snow Load from 20 pounds per square foot to the IBC recommended 15 pounds per square foot for our area; the standard is used in determining the design snow loads for roofs during engineering design.

### Recommended Action

Staff recommends approval.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,  
AMENDING THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI, BY  
AMENDING TITLE V, "BUILDING AND CONSTRUCTION," CHAPTER 500, "BUILDING  
CODES AND BUILDING REGULATIONS," ARTICLE I, "ADOPTION OF BUILDING  
CODES," REGARDING SNOW LOAD**

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

*WHEREAS*, the City of Republic has recognized the need to apply minimum standards of construction that provide a reasonable level of health and safety for building occupants and first responders; and

*WHEREAS*, the Community Development Department has recommended the ground snow load be set at 15 pounds per square foot in accordance with the geographic location of the City; and

*WHEREAS*, the Council deems it necessary to amend the Municipal Code as it relates to the 2018 International Building Code regarding the ground snow load to provide efficient and effective services to the public in the application of building code regulations.

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

Section 1. Title V, "Building and Construction," Chapter 500, "Building Codes and Building Regulations," Article I, "Adoption of Building Codes" is hereby amended by amending Section 500.001, "Adoption of The 2018 Edition of The International Building Code" to read as follows:

Section 500.001 Adoption of The 2018 Edition of The International Building Code

A certain document, one (1) copy of which is on file in the office of the Building Official of City of Republic, Missouri, being marked and designated as the International Building Code, 2018 Edition, including Appendices C, F, G, H, I, K, and N, as published by the International Code Council, be and is hereby adopted as the Building Code of the City of Republic in the State of Missouri for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties,

conditions and terms of said Building Code on file in the office of the Building Official are hereby referred to, adopted, and made a part hereof, as if fully set out in this Section, with the following additions, insertions, deletions and changes.

The following Sections are hereby revised:

- Section 101.1
  - Insert: City of Republic, Missouri [as NAME OF JURISDICTION]
- Section 1612.3
  - Insert: City of Republic, Missouri [as NAME OF JURISDICTION] and December 17, 2010 [as DATE OF ISSUANCE]
- Section 1608.2 Ground Snow Load
  - Replace with "The ground snow load for the City of Republic, Missouri shall be a minimum of ~~20~~ 15 pounds per square foot."

EXPLANATION – Matter in **bold-face** type in the above is added language. Matter in ~~striketrough~~ in the above is deleted.

Section 2. All other Sections of the Municipal Code of the City of Republic, Missouri, not specifically referenced in this Ordinance shall remain unmodified and in full force and effect.

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 \_\_\_\_\_ 2020.

\_\_\_\_\_  
Matt Russell, Mayor

Attest:

\_\_\_\_\_  
Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison  
Date: 2020.09.12 15:08:01  
-05'00' \_\_\_\_\_, Scott Ison, City Attorney

Final Passage and Vote: \_\_\_\_\_



## AGENDA ITEM ANALYSIS

Project/Issue Name: 20-43 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Municipal Code of the City of Republic, Missouri, by Amending Title VI, "Land Use," Chapter 405, "Zoning Regulations," Article IV, "A Planned Development District," Regarding Planned Development Districts.

Submitted By: Karen Haynes, Community Development Department

Date: September 15, 2020

### Issue Statement

Consideration to amend Article IV A Planned Development District (PDD), relating to the Plan Procedure, requirements of the Development Plan, and Platting requirements for PDD's.

### Discussion and/or Analysis

The proposed Amendments include revised language to the following Sections, in addition to minor language revisions.

#### **Section 405.230 Procedure**

The proposed Amendment to Section 405.230 Procedures removes the requirement for at least a three-quarters (3/4) vote of the total membership of City Council if the Planning and Zoning Commission had not recommended approval of the PDD Application; the referenced vote is not required by Missouri State Statute.

#### **Section 405.240 Development Plans**

The proposed Amendment requires a PDD Application to be in conformance with other adopted plans of the City of Republic, in addition to the Comprehensive Plan. These Plans include, but are not limited to the Transportation Plan, Land Use Plan, Future Land Use Map, Parks Master Plan, and Water and Wastewater Master Plans.

#### **Section 405.260 Platting**

The proposed Amendment to phased and unphased development, requires completion of the construction and approval of the Final Plat within a specified timeframe. In instances when phased construction is not planned, improvements and approval of the Final Plat must be completed within four (4) years. In phased construction, the first phase must be completed within two (2) years of the date of approval of the Development Plan and all subsequent phases must be constructed and the Final Plat approved within eight (8) years.



**Recommended Action**

Staff recommends the approval of Amendments to the Planned Development District (PDD) Ordinance.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,  
AMENDING THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI, BY  
AMENDING TITLE IV, "LAND USE," CHAPTER 405, "ZONING REGULATIONS,"  
ARTICLE IV, "A PLANNED DEVELOPMENT DISTRICT," REGARDING PLANNED  
DEVELOPMENT DISTRICTS**

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

*WHEREAS*, the City of Republic has recognized the need to revise Land Use Regulations dealing with planned developments, and has proposed amendments to address the same; and

*WHEREAS*, the Community Development Department did, thereafter, submit said revisions to the Planning and Zoning Commission which did set the 14<sup>th</sup> day of September, 2020, as the date a Public Hearing would be held on such application and proposed revisions; and

*WHEREAS*, notice of the time and date of Public Hearing was given by publication on August 26, 2020, in The Greene County Commonwealth, a newspaper of general circulation in the City of Republic, such notice being at least 15 days before the date set for the Public Hearing; and

*WHEREAS*, a Public Hearing was conducted by the Planning and Zoning Commission on September 14, 2020; and

*WHEREAS*, on September 14, 2020, the Planning and Zoning Commission, by a vote of \_ to \_\_, recommend the \_\_\_\_\_ to revise Land Use Regulations dealing with planned developments and thereafter, submitted the same, together with its recommendations, to the City Council; and <sup>1</sup>

*WHEREAS*, the revisions to the Land Use Regulations dealing with planned developments was submitted to the City Council at its regular meeting on September 15, 2020, after which the City Council did proceed to vote to approve the revisions.

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

Section 1. Title IV, "Land Use," Chapter 400, "Zoning Regulations," Article IV, "A Planned Development District" is hereby amended by amending Section 405.200, "Application And Review Of Existing Planned Development District"

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<sup>1</sup> Due to the Planning and Zoning meeting for this item occurring on September 14, 2020, this item will be updated with the recommendation of the Planning and Zoning Commission after that recommendation is received.

to read as follows:

Section 405.200 Application And Review Of Existing Planned Development District.

Those Planned Development Districts that are under development at the time of enactment of this ordinance may continue to operate and develop under the processes in place immediately prior to enactment of this ordinance. The legal owner(s) of the real property or a duly authorized representative of such owner or an individual or organization with a legitimate contractual interest in the purchase of the subject real property may submit an application to the Community Development Department seeking approval to proceed with future development of the Planned Development District under the new procedures and processes contained in this Article. The request may be approved, approved with conditions, or disapproved. General guidance in making a determination is to assure that a change will not negatively impact the development as initially proposed; it shall not negatively impact adjacent property; the change will comply generally with the conditions in this Article; and the proposal will be of benefit and be in line with development within the City. The procedure for amendment of a plan set forth in Section 405.270(C) may be used in ~~making~~ **rendering** a decision on the application.

Section 2. Title IV, "Land Use," Chapter 400, "Zoning Regulations," Article IV, "A Planned Development District" is hereby amended by amending Section 405.230, "Procedure" to read as follows:

Section 405.230 Procedure.

A. Planned Developments shall proceed toward the planned improvements, subdivision, and/or marketing according to the following process:

1. Procedure For Rezoning. The applicant shall apply to have the property rezoned in accordance with the hearing process set forth in Section 405.980 of this Chapter. In addition to the legal description of the property to be rezoned, the development plan shall be submitted with the rezoning request and shall be subject to review, modification and approval by the Planning and Zoning Commission and Council as allowed in this Chapter.

2. Development Plan Review. Upon application for a rezone to Planned Development District, the Community Development Department shall arrange for the review of the development plan submitted in accordance with the requirements and provisions of Section 405.240. The Community Development Department staff shall communicate, in writing, any known deficiencies relative to the requirements contained herein as well as a determination of eligibility. Upon the satisfactory completion of that review, the Community Development

Department shall arrange for all necessary legal notices and forward the application and development plan to the Planning and Zoning Commission for hearing and consideration. A fee in the amount of five hundred dollars (\$500.00) shall be paid to the City at the time of submittal, to defray the cost of review.

3. Planning And Zoning Commission Consideration. The City's Planning and Zoning Commission will hold a public hearing concerning the application to rezone and the development plan, such hearing having been properly publicized as required for zoning amendments. The purpose of the hearing is for the Commission to find certain facts pertaining to the development plans conformity to the requirements of this Article as well the adopted plans of the City. Upon the closing of the public hearing, the Commission shall render their findings and vote to make a recommendation to the City Council concerning the approval of the proposed Planned Development District rezone and the approval of the development plan.

4. City Council Consideration. The City Council shall receive the findings of facts and recommendation of the Planning and Zoning Commission and will consider whether to approve the proposed Planned Development District rezone by ordinance. ~~If the Planning and Zoning Commission has not recommended approval of the proposed Planned Development District rezone, the ordinance approving the rezone shall not pass except upon the affirmative votes of at least three quarters (3/4) of the total membership of the City Council.~~

5. Rezoning And Development Plan Approval. Upon approval of the rezoning to Planned Development District, the development plan submitted with the rezoning request shall become the general guiding document for the uses to be established in the Planned Development District. The final plat shall be in substantial conformance with the development plan.

6. Infrastructure Design And Construction. Approved Planned Developments shall be allowed to proceed toward the design and engineering of all necessary public improvements in accordance with the adopted standards and specifications of the City of Republic. All designs shall be reviewed and approved by the Community Development Department and Public Works Department prior to permitting and construction. No construction shall commence except upon the issuance of a permit for the work to be performed.

7. Platting. Upon the acceptance of the construction of all permitted infrastructure, the Planned Development District may be subdivided by the approval and recording of a final plat pursuant to the requirements and procedures of Chapter 410 of the City of Republic's Municipal Code of Ordinances.

8. Building Permits. Upon the approval and recording of a final plat or else upon the securing of all necessary public infrastructure by an appropriate financial surety, permits may be issued for the construction of buildings within the Planned Development District, provided that conditions pertaining to protection of life and safety sufficiently present as determined by the various code officials of the City, including the Building Code and Fire Code officials.

Section 3. Title IV, "Land Use," Chapter 400, "Zoning Regulations," Article IV, "A Planned Development District" is hereby amended by amending Section 405.240, "Development Plans" to read as follows:

Section 405.240 Development Plans.

A. Minimum Requirements. Development plans accompanying an application for a new Planned Development District will be reviewed by City staff ~~in order~~ to verify satisfaction of the following minimum requirements prior to being forwarded to the Planning and Zoning Commission for consideration:

1. Identification Of Permitted Land Uses. All land uses to be permitted within the Planned Development shall be identified in sufficient detail with regards to density, intensity, and location of the use. In this context, "sufficient detail" means a description of the permitted land use so as to explicitly limit the use of land in a way that is meaningful for the purposes of making determinations as to whether the particular land in question may be used for a specific purpose. Overly vague or ambiguous land use descriptions that evade predictability and certainty as to what sorts of land uses may be permitted shall not be allowed.

2. Identification Of Circulation Elements. The proposed development plan shall articulate a plan for the circulation of vehicle and pedestrian traffic throughout the development. The circulation plan shall include sufficient detail with regards to the general location of these elements as well as their capacities and connections to existing facilities of the same or similar purpose.

3. Identification Of Utility Sources. The proposed development plan shall accurately identify the location of proposed sources and any necessary extension or expansion of utilities to serve the identified land uses. It is not the intent of this provision to require the specific design or engineering of the extension or expansion of these utilities, rather it is merely to ensure that the necessary services are available and of adequate capacity, either presently or as a result of planned expansion, to serve the proposed development.

4. Identification Of Transitional Elements. The proposed development plan shall identify the general location and type of transitional elements between dissimilar or normally incompatible land uses. These transitional elements may

include screens, bufferyards, or other architectural features that serve to lessen the visual, auditory, and olfactory impacts of land uses having significant differences in intensity.

5. Identification Of Other Amenities. The proposed development plan shall identify the general location and type of other planned amenities intended to serve the public interest, a sense of community, and/or the purpose of this Article.

B. Evaluation Criteria. The development plans proposed for any Planned Development shall be evaluated by the City staff, the Planning and Zoning Commission, and the City Council with regards to the following criteria:

1. Satisfaction of the purpose and intent of this Article.
2. Promotion of the public interest and a sense of community.
3. Conformity with the adopted Comprehensive Plan **and other adopted plans** of the City of Republic.
4. The ability of the available or planned infrastructure to provide adequate service to the proposed development.
5. The estimated impact of the proposed development on surrounding properties based on facts found pertaining to the purpose and intent of this Article.
6. A reliable and valid estimate of the costs and benefits of the proposed development upon the community.
7. The duly authorized partnership of the public and private sectors for mutual benefit.

C. Rights/Privileges Conferred Upon Development Plan Approval. The approval of a Planned Development District by ordinance of the City Council of the City of Republic shall confer upon the applicant and any successive owners of the real property the conditional right to develop the land in accordance with the approved development plan.

Section 4. Title IV, "Land Use," Chapter 400, "Zoning Regulations," Article IV, "A Planned Development District" is hereby amended by amending Section 405.260, "Platting" to read as follows:

Section 405.260 Platting.

A. Tentative Plat Approval. The development plan **reviewed by the Planning and Zoning Commission and approved by the Planning and Zoning Commission** ~~Planning and Zoning Commission~~ **City Council** may serve as a preliminary plat. If a more specific

and detailed preliminary plat is required by either the Community Development Director or the applicant, such preliminary plat shall conform to the requirements of Article III of Chapter 410 and shall be reviewed ~~and approved~~ by the Planning and Zoning Commission **and approved by the City Council.**

1. **If phased construction is not planned, the construction and final platting shall be completed within 4 years of the date of approval of the development plan.**
  2. **If phased construction is planned, the construction and final platting of the first phase shall be completed within 2 years of the date of approval of the development plan. If the first phase has been constructed and a final plat issued, subsequent phases may be submitted covering portions of the approved development plan; provided, however, that all phases of the development plan and final platting must be completed within 8 years of the date of approval of the development plan.**
  3. **If the development plan and final platting have not been completed within the timeline set in this Section, then the development plan shall be resubmitted to the City for extension and approval in accordance with the provisions of Section 410.150 hereof. If an extension and approval is not granted, the original development plan approval shall be null and void. It shall not be the responsibility of the City to notify the applicant of an expired development plan.**
- B. Final Plat Approval. Upon the satisfactory completion of the construction of all required infrastructure and other site elements or amenities, or else by the security of the same by an appropriate financial surety, the applicant may submit a final plat document in accordance with the provisions of Chapter 410 of the City of Republic's Municipal Code of Ordinances.

EXPLANATION – Matter in **bold-face** type in the above is added language. Matter in ~~strike through~~ in the above is deleted.

Section 5. All other Sections of the Municipal Code of the City of Republic, Missouri, not specifically referenced in this Ordinance shall remain unmodified and in full force and effect.

Section 6. The whereas clauses are hereby specifically incorporated herein by reference.

Section 7. 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 8. This Ordinance shall take effect and be in force from and after its passage as provided by law.

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

\_\_\_\_\_  
Matt Russell, Mayor

Attest:

\_\_\_\_\_  
Laura Burbridge, City Clerk

Approved as to Form: \_\_\_\_\_, Scott Ison, City Attorney

Final Passage and Vote: \_\_\_\_\_

Section 405.190 **Authority.**  
**[Ord. No. 18-10, 2-13-2018]**

Upon enactment of an ordinance by the City Council repealing and replacing the prior Planned Development District procedures, a development plan for a Planned Development District may be approved in any district in the City of Republic, subject to the procedures and standards in this Article.

Section 405.200 **Application And Review Of Existing Planned Development District.**  
**[Ord. No. 18-10, 2-13-2018]**

Those Planned Development Districts that are under development at the time of enactment of this ordinance may continue to operate and develop under the processes in place immediately prior to enactment of this ordinance. The legal owner(s) of the real property or a duly authorized representative of such owner or an individual or organization with a legitimate contractual interest in the purchase of the subject real property may submit an application to the Community Development Department seeking approval to proceed with future development of the Planned Development District under the new procedures and processes contained in this Article. The request may be approved, approved with conditions, or disapproved. General guidance in making a determination is to assure that a change will not negatively impact the development as initially proposed; it shall not negatively impact adjacent property; the change will comply generally with the conditions in this Article; and the proposal will be of benefit and be in line with development within the City. The procedure for amendment of a plan set forth in Section 405.270(C) may be used in **making rendering** a decision on the application.

Section 405.210 **Purpose And Intent.**  
**[Ord. No. 18-10, 2-13-2018]**

The purpose of the planned development regulations is to allow for unconventional and innovative arrangements of land uses and public facilities that, but for the provisions of these regulations, would otherwise be difficult to develop under the conventional land use and development regulations of the City. It is not the intent of these regulations to provide for or facilitate the circumvention of the conventional regulations for development for the sake of mere convenience or in any other way that does not provide for a demonstrable public benefit based on the findings of the City's Planning and Zoning Commission and City Council.

Section 405.220 **Applicability.**  
**[Ord. No. 18-10, 2-13-2018]**

- A. **Eligibility To Submit An Application For A Planned Development.** An application for a Planned Development shall be submitted by the legal owner(s) of the real property subject to the application, or by a duly authorized representative of such owner, or by an individual or organization with a legitimate contractual interest in the purchase of the subject real property.
- B. **Eligibility Requirements For Planned Developments — Generally.** A proposal for a Planned Development shall demonstrate substantial congruence with each of the following conditions in order to be considered eligible for approval.
  1. The proposed development plan shall involve a diverse mixture or variation of land uses or densities which cannot be accomplished by following the requirements set forth for conventional development and which contains aspects of development beyond mere convenience that necessitate use of a planned development.

- 2. The proposed development plan shall involve the provision of all infrastructure deemed necessary to adequately serve the potential development.
- 3. The proposed development plan shall involve design elements that promote the City of Republic's Comprehensive Plan.
- 4. The proposed development plan shall involve design elements intended to lessen congestion in the streets; to secure safety from fire, panic and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to preserve features of historical significance; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.

**Section 405.230 Procedure.**  
**[Ord. No. 18-10, 2-13-2018]**

- A. Planned Developments shall proceed toward the planned improvements, subdivision, and/or marketing according to the following process:
  - 1. Procedure For Rezoning. The applicant shall apply to have the property rezoned in accordance with the hearing process set forth in Section **405.980** of this Chapter. In addition to the legal description of the property to be rezoned, the development plan shall be submitted with the rezoning request and shall be subject to review, modification and approval by the Planning and Zoning Commission and Council as allowed in this Chapter.
  - 2. Development Plan Review. Upon application for a rezone to Planned Development District, the Community Development Department shall arrange for the review of the development plan submitted in accordance with the requirements and provisions of Section **405.240**. The Community Development Department staff shall communicate, in writing, any known deficiencies relative to the requirements contained herein as well as a determination of eligibility. Upon the satisfactory completion of that review, the Community Development Department shall arrange for all necessary legal notices and forward the application and development plan to the Planning and Zoning Commission for hearing and consideration. A fee in the amount of five hundred dollars (\$500.00) shall be paid to the City at the time of submittal, to defray the cost of review.
  - 3. Planning And Zoning Commission Consideration. The City's Planning and Zoning Commission will hold a public hearing concerning the application to rezone and the development plan, such hearing having been properly publicized as required for zoning amendments. The purpose of the hearing is for the Commission to find certain facts pertaining to the development plans conformity to the requirements of this Article as well the adopted plans of the City. Upon the closing of the public hearing, the Commission shall render their findings and vote to make a recommendation to the City Council concerning the approval of the proposed Planned Development District rezone and the approval of the development plan.
  - 4. City Council Consideration. The City Council shall receive the findings of facts and recommendation of the Planning and Zoning Commission and will consider whether to approve the proposed Planned Development District rezone by ordinance. ~~If the Planning and Zoning Commission has not recommended approval of the proposed Planned Development District rezone, the ordinance approving the rezone shall not pass except upon the affirmative votes of at least three-quarters~~

5. Rezoning And Development Plan Approval. Upon approval of the rezoning to Planned Development District, the development plan submitted with the rezoning request shall become the general guiding document for the uses to be established in the Planned Development District. The final plat shall be in substantial conformance with the development plan.
6. Infrastructure Design And Construction. Approved Planned Developments shall be allowed to proceed toward the design and engineering of all necessary public improvements in accordance with the adopted standards and specifications of the City of Republic. All designs shall be reviewed and approved by the Community Development Department and Public Works Department prior to permitting and construction. No construction shall commence except upon the issuance of a permit for the work to be performed.
7. Platting. Upon the acceptance of the construction of all permitted infrastructure, the Planned Development District may be subdivided by the approval and recording of a final plat pursuant to the requirements and procedures of Chapter **410** of the City of Republic's Municipal Code of Ordinances.
8. Building Permits. Upon the approval and recording of a final plat or else upon the securing of all necessary public infrastructure by an appropriate financial surety, permits may be issued for the construction of buildings within the Planned Development District, provided that conditions pertaining to protection of life and safety sufficiently present as determined by the various code officials of the City, including the Building Code and Fire Code officials.

**Section 405.240 Development Plans.**  
**[Ord. No. 18-10, 2-13-2018]**

- A. Minimum Requirements. Development plans accompanying an application for a new Planned Development District will be reviewed by City staff **in-order** to verify satisfaction of the following minimum requirements prior to being forwarded to the Planning and Zoning Commission for consideration:
  1. Identification Of Permitted Land Uses. All land uses to be permitted within the Planned Development shall be identified in sufficient detail with regards to density, intensity, and location of the use. In this context, "sufficient detail" means a description of the permitted land use so as to explicitly limit the use of land in a way that is meaningful for the purposes of making determinations as to whether the particular land in question may be used for a specific purpose. Overly vague or ambiguous land use descriptions that evade predictability and certainty as to what sorts of land uses may be permitted shall not be allowed.
  2. Identification Of Circulation Elements. The proposed development plan shall articulate a plan for the circulation of vehicle and pedestrian traffic throughout the development. The circulation plan shall include sufficient detail with regards to the general location of these elements as well as their capacities and connections to existing facilities of the same or similar purpose.
  3. Identification Of Utility Sources. The proposed development plan shall accurately identify the location of proposed sources and any necessary extension or expansion of utilities to serve the identified land uses. It is not the intent of this provision to require the specific design or engineering of the extension or expansion of these utilities, rather it is merely to ensure that the necessary services are available and

adequate capacity, either presently or as a result of planned expansion, to serve the proposed development.

Item 12.

4. Identification Of Transitional Elements. The proposed development plan shall identify the general location and type of transitional elements between dissimilar or normally incompatible land uses. These transitional elements may include screens, bufferyards, or other architectural features that serve to lessen the visual, auditory, and olfactory impacts of land uses having significant differences in intensity.
5. Identification Of Other Amenities. The proposed development plan shall identify the general location and type of other planned amenities intended to serve the public interest, a sense of community, and/or the purpose of this Article.
- B. Evaluation Criteria. The development plans proposed for any Planned Development shall be evaluated by the City staff, the Planning and Zoning Commission, and the City Council with regards to the following criteria:
  1. Satisfaction of the purpose and intent of this Article.
  2. Promotion of the public interest and a sense of community.
  3. Conformity with the adopted Comprehensive Plan **and other adopted plans** of the City of Republic.
  4. The ability of the available or planned infrastructure to provide adequate service to the proposed development.
  5. The estimated impact of the proposed development on surrounding properties based on facts found pertaining to the purpose and intent of this Article.
  6. A reliable and valid estimate of the costs and benefits of the proposed development upon the community.
  7. The duly authorized partnership of the public and private sectors for mutual benefit.
- C. Rights/Privileges Conferred Upon Development Plan Approval. The approval of a Planned Development District by ordinance of the City Council of the City of Republic shall confer upon the applicant and any successive owners of the real property the conditional right to develop the land in accordance with the approved development plan.

**Section 405.250 Infrastructure Design And Construction.**  
**[Ord. No. 18-10, 2-13-2018]**

- A. Procedure. The design, review and permitting of the construction of the infrastructure planned for the development shall proceed according to the provisions of Chapter **410** of the City of Republic's Municipal Code of Ordinances.
- B. Evaluation Criteria. Permits for land disturbance or construction of any improvements to the real property shall be not be issued except upon a determination by the Community Development Department that the designs are in substantial conformity to the approved development plan. Substantial conformity shall be determined according to the following criteria:

1. Conformity to the arrangement and type of land uses articulated by the approved development plan.
2. Conformity to the circulation plan articulated by the approved development plan.
3. Conformity to the Standards and Specifications for Public Improvements.
4. Conformity to the transitional elements articulated by the approved development plan.
5. Conformity to the applicable minimum requirements of the City of Republic's Municipal Code of Ordinances or other adopted codes or laws of the City, State, or Federal governments.
6. Conformity to any other amenities or design elements articulated by the approved development plan.

If the Community Development Department determines the design of the development to not be in substantial conformity, the Community Development Director and/or their designee shall transmit such findings, in writing, to the applicant along with a statement of the specific areas found to be in non-conformity. A determination of non-conformity may be appealed to the Board of Adjustment pursuant to the provisions of Article **XII** of Chapter **405** of the City of Republic's Municipal Code of Ordinances.

- C. Amendments To The Plan. Minor amendments to the development plan shall be submitted for staff review and approval. If staff determines that the changes are a substantial change to the development plan then the matter may be referred to Council to approve, amend or deny the proposed changes. Amendments to the approved development plan may be forward to the Planning and Zoning Commission and City Council according to the same procedure for original adoption.

#### Section 405.260 **Platting.**

**[Ord. No. 18-10, 2-13-2018]**

- A. Tentative Plat Approval. The Development Plan **reviewed by the Planning and Zoning Commission and approved by the ~~Planning and Zoning Commission~~ City Council** may serve as a preliminary plat. If a more specific and detailed preliminary plat is required by either the Community Development Director or the applicant, such preliminary plat shall conform to the requirements of Article III of Chapter 410 and shall be reviewed ~~and approved~~ by the Planning and Zoning Commission **and approved by the City Council.**
1. **If phased construction is not planned, the construction and final platting shall be completed within 4 years of the date of approval of the Development Plan.**
  2. **If phased construction is planned, the construction and final platting of the first phase shall be completed within 2 years of the date of approval of the Development Plan. If the first phase has been constructed and a final plat issued, subsequent phases may be submitted covering portions of the approved Development Plan; provided, however, that all phases of the Development Plan and final platting must be completed within 8 years of the date of approval of the Development Plan.**
  3. **If the Development Plan and final platting have not been completed within the timeline set in this Section, then the Development Plan shall be resubmitted to the City for extension and approval in accordance with the provisions of Section 410.150 hereof. If an extension and approval is not granted, the original Development Plan approval shall be null and void. It shall not be the responsibility of the City to notify the applicant of an expired Development Plan.**

B. Final Plat Approval. Upon the satisfactory completion of the construction of all required infrastructure and other site elements or amenities, or else by the security of the same by an appropriate financial surety, the applicant may submit a final plat document in accordance with the provisions of Chapter 410 of the City of Republic's Municipal Code of Ordinances.

Item 12.

Section 405.270 through Section 405.530. (Reserved)



## AGENDA ITEM ANALYSIS

Project/Issue Name: 20-44 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Final Plat of the Charlotte’s Mill Subdivision.

Submitted By: Karen Haynes, Planning Director

Date: September 15, 2020

### Issue Statement

The City of Republic’s Community Development Department received a Final Plat Application for Charlotte’s Mill Subdivision on July 27, 2020.

### Discussion and/or Analysis

The Final Plat of Charlotte’s Mill will legally divide approximately (9.0) acres of land into twenty-eight (28) residential lots and includes the dedication of Right-of-Way, Utility, and Stormwater Easements.

The Final Plat of Charlotte’s Mill conforms to the Preliminary Plat approved by City Council on April 16, 2019.

City Staff has reviewed the Final Plat and has determined that it substantially conforms to the requirements of the Preliminary Plat, 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.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, APPROVING THE FINAL PLAT OF THE CHARLOTTE’S MILL SUBDIVISION**

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

*WHEREAS*, the preliminary plat of the Charlotte’s Mill subdivision (herein called “Subdivision”) was approved by the Council on April 16, 2019 in Resolution 19-R-11; and

*WHEREAS*, an application for the review and approval of a final plat of the Subdivision was received by the Community Development Department, after which the Community Development Department staff caused the review of the final plat document; and

*WHEREAS*, the minimum required public improvements for the Subdivision’s final plat have been inspected and approved by the Public Works Department.

***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 the Subdivision have been met.
- Section 2. That the final plat of the Subdivision, attached hereto and incorporated herein as “Attachment 1”, is hereby approved in all respects.
- Section 3. That the approval of the final plat of the Subdivision is contingent upon the same being recorded within sixty days after the approval certificate is signed and sealed under the hand of the City Clerk.
- Section 4. That the sale of lots and construction of structures in the Subdivision shall not commence until the final plat has been 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 \_\_\_\_\_ 2020.

BILL NO. 20-44

ORDINANCE NO. 20-

\_\_\_\_\_  
Matt Russell, Mayor

Attest:

\_\_\_\_\_  
Laura Burbridge, City Clerk

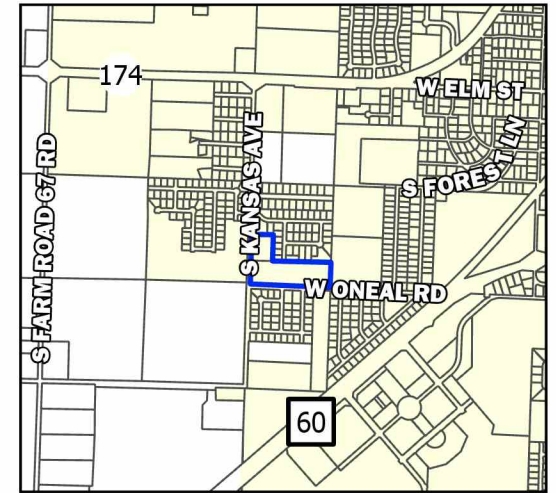
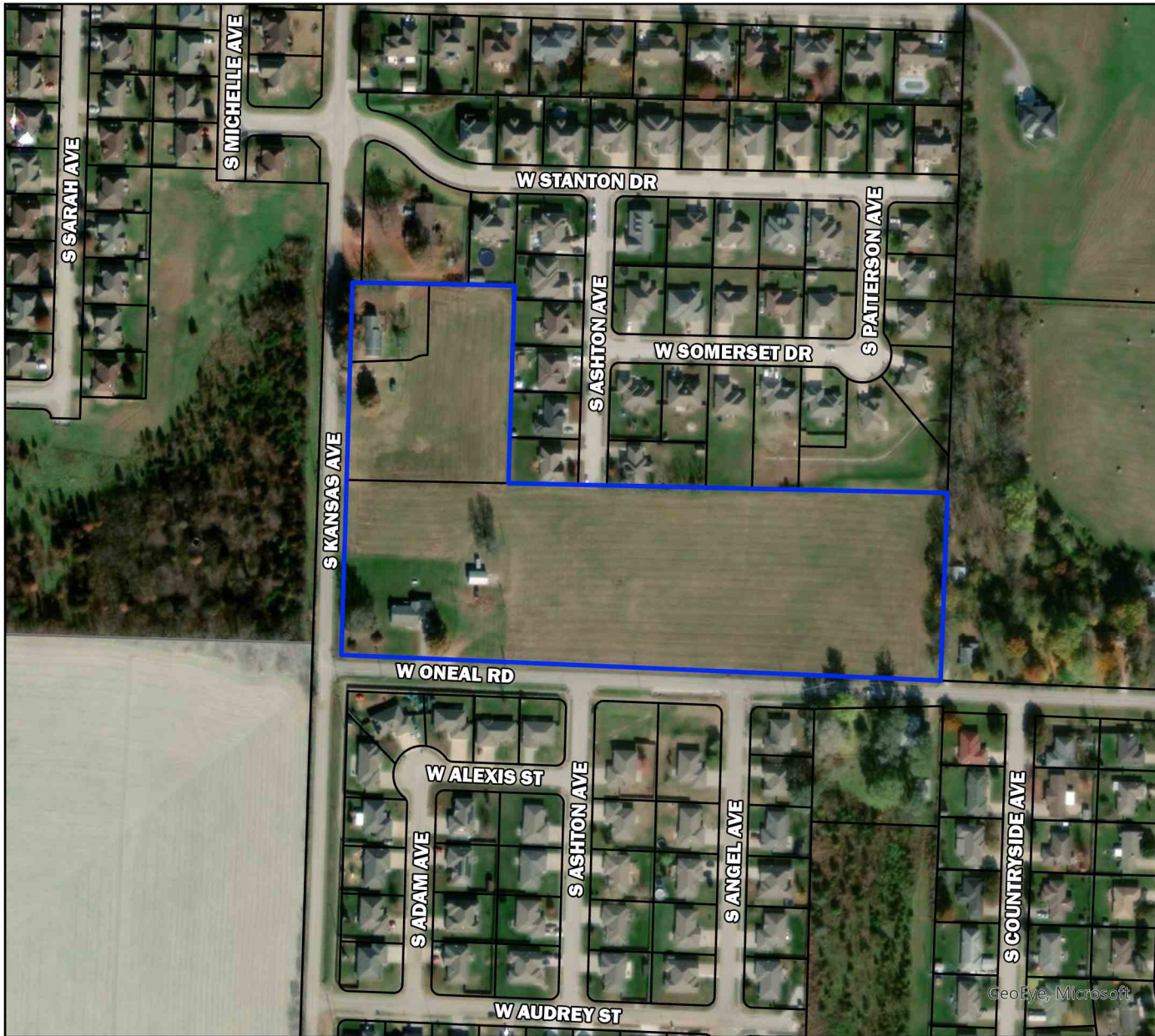
Approved as to Form:  Digitally signed by Scott Ison  
Date: 2020.09.12 14:14:32 -05'00', Scott Ison, City Attorney

Final Passage and Vote: \_\_\_\_\_

# SUBD-FINAL 20-004: Charlotte Mill

Item 13.

## Vicinity Map



### Legend

-  Parcels
-  Charlotte Mill

Parcel Owner: Bester Properties and MARF Rentals, LLC  
Parcel Address: Northeast Corner of Oneal Rd and Kansas Ave  
Area: 9.75 Acres  
Existing Zoning: Medium Density Single-Family Residential (R1-M)  
Future Land Use Designation: Low Density Residential



# CHARLOTTE'S MILL

## A RESIDENTIAL SUBDIVISION IN THE CITY OF REPUBLIC, MISSOURI

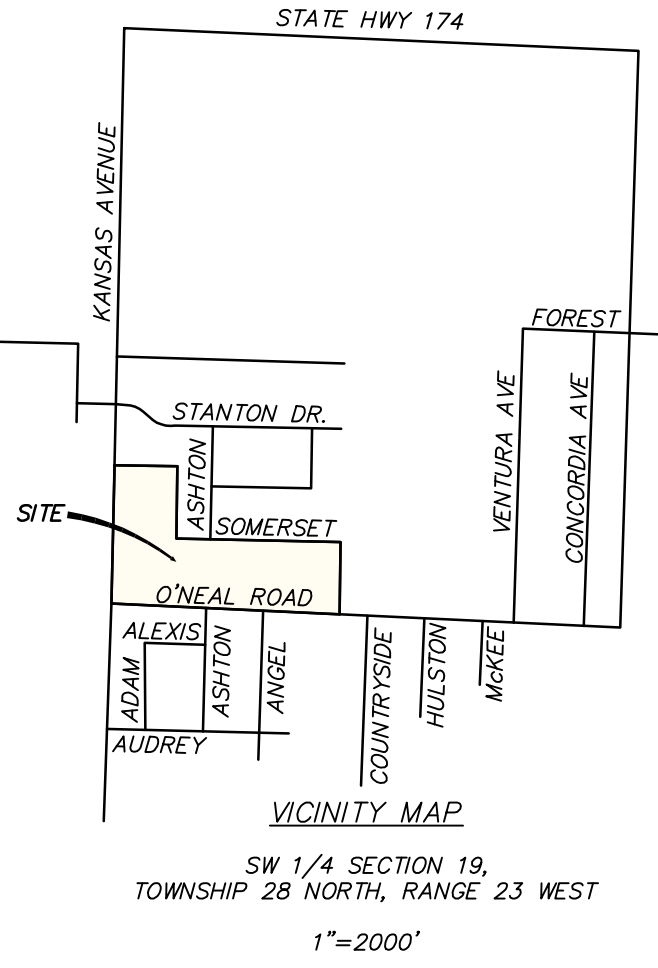
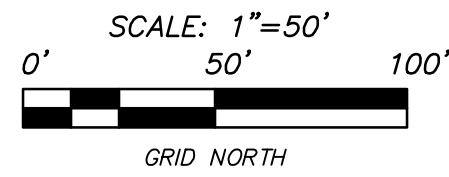
**BESTER PROPERTIES, LLC**  
1075 W. CAT TAIL COURT  
NIXA, MO 65714

**WHITE LAND SURVEYING, LLC**  
222 OLD TOWN RD.  
BILLINGS, MISSOURI  
PHONE: 417.732.0005  
email: info@whitelandsurvey.com  
www.whitelandsurvey.com

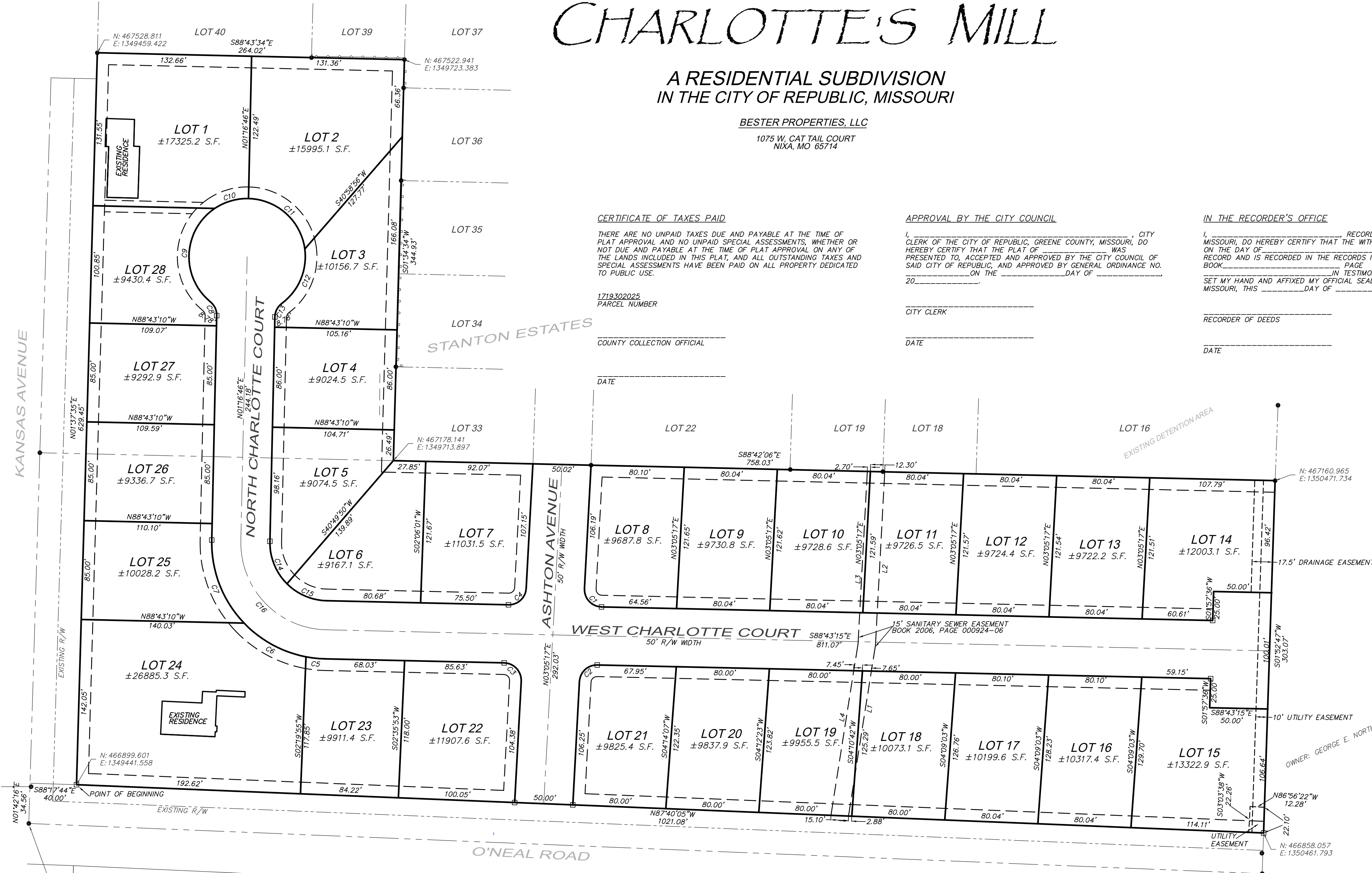
SURVEY DATE: 12/03/18

DWG DATE: 09/02/2020

DRAWN BY: MW  
S/T/R: 19/28/23



LINE	BEARING	DISTANCE
L1	N08°58'22"E	148.57'
L2	N03°04'38"E	149.45'
L3	S03°04'38"W	148.21'
L4	S08°58'22"W	149.54'



### 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.

1719302025  
PARCEL NUMBER  
COUNTY COLLECTION OFFICIAL  
DATE

### APPROVAL BY THE CITY COUNCIL

I, \_\_\_\_\_, CITY CLERK OF THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF \_\_\_\_\_ 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 \_\_\_\_\_, 20\_\_\_\_.

CITY CLERK  
DATE

### IN THE RECORDER'S OFFICE

I, \_\_\_\_\_, RECORDER OF DEEDS, GREENE COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS ON THE DAY OF \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_, 20\_\_\_\_.

RECORDER OF DEEDS  
DATE

### PLAT NOTES

- TOTAL AREA OF DEVELOPMENT: ±9.0 ACRES
- TOTAL NUMBER OF LOTS: 28
- LARGEST LOT: LOT 24 (±26,885.3 S.F.)
- SMALLEST LOT: LOT 4 (9,024.5 S.F.)
- WATER AND SANITARY SEWER PROVIDED BY THE CITY OF REPUBLIC
- BUILDING SETBACKS SHALL BE:
  - FRONT: 25'
  - REAR: 25'
  - INTERIOR SIDE: 6'
  - SIDE STREET: 15'
- THERE SHALL BE A 10' UTILITY EASEMENT ALONG ALL STREET RIGHTS-OF-WAY, AND THE REAR OF ALL LOT LINES
- LOT 1 SHALL NOT HAVE ACCESS TO CHARLOTTE PARKWAY
- PROPERTY IS CURRENTLY ZONED "R-1M"
- INDICATES A PERMANENT MONUMENT, 5/8" IRON PIN, 24" IN LENGTH WITH AN ALUMINUM CAP STAMPED "WHITE LAND SURVEYING WLS LSC 2003000370". ALL OTHER LOT CORNERS ARE 1/2" IRON PINS WITH CAP STAMPED "WLS LSC 370", UNLESS NOTED OTHERWISE
- PRELIMINARY PLAT WAS APPROVED ON APRIL 16, 2019
- SOURCE OF TITLE: BOOK 2019, PAGE 031107-19

### OWNER(S) DEDICATION

AS OWNER(S) WE, BESTER PROPERTIES, 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 RIGHT-OF-WAY AND EASEMENTS SHOWN HEREON TO THE CITY OF REPUBLIC. 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.

SUBDIVIDER \_\_\_\_\_ DATE \_\_\_\_\_

### DESCRIPTION OF PLATTED AREA

THAT CERTAIN PARCEL OR TRACT OF LAND BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 28 NORTH, RANGE 23 WEST, BEING DESCRIBED AS FOLLOWS:  
COMMENCING AT AN EXISTING MONUMENT WITH A CAP STAMPED "STORY" AT THE SOUTHWEST CORNER OF SAID SECTION 19;  
THENCE, N01°42'16"E, ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 34.56 FEET;  
THENCE, S88°17'44"E, A DISTANCE OF 40.00 FEET TO SET 5/8" IRON PIN WITH AN ALUMINUM CAP STAMPED "WHITE LAND SURVEYING LSC 2003000370", SAID POINT BEING ON THE NEW EAST RIGHT-OF-WAY LINE OF KANSAS AVENUE, AND THE POINT OF BEGINNING;  
THENCE, N01°37'35"E, ALONG SAID NEW EAST RIGHT-OF-WAY LINE, A DISTANCE OF 629.45 FEET, TO AN EXISTING 5/8" IRON PIN WITH A CAP STAMPED "LS 3140"; SAID POINT ALSO BEING ON THE SOUTH LINE OF STANTON ESTATES, A RECORDED SUBDIVISION IN THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI;  
THENCE, ALONG THE SOUTH AND WEST LINES OF SAID STANTON ESTATES FOR THE FOLLOWING THREE (3) DESCRIBED COURSES:  
THENCE, S88°43'34"E, A DISTANCE OF 264.02 FEET TO AN EXISTING 5/8" IRON PIN;  
THENCE, S01°54'34"W, A DISTANCE OF 344.93 FEET TO A SET 1/2" IRON PIN WITH A CAP STAMPED "WLS LSC 370";  
THENCE, S88°42'06"E, A DISTANCE OF 758.03 FEET TO AN EXISTING 5/8" IRON PIN WITH A CAP STAMPED "NELSON LS 1837";  
THENCE, S01°42'47"W, A DISTANCE OF 303.07 FEET TO A SET 5/8" IRON PIN WITH AN ALUMINUM CAP STAMPED "WHITE LAND SURVEYING LSC 2003000370", SAID POINT ALSO BEING ON THE NEW NORTH RIGHT-OF-WAY LINE OF O'NEAL ROAD;  
THENCE, N87°40'05"W, ALONG SAID NEW NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1021.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.0 ACRES, MORE OR LESS.

### CERTIFICATE OF COMPLIANCE WITH ZONING AND SUBDIVISION REGULATIONS

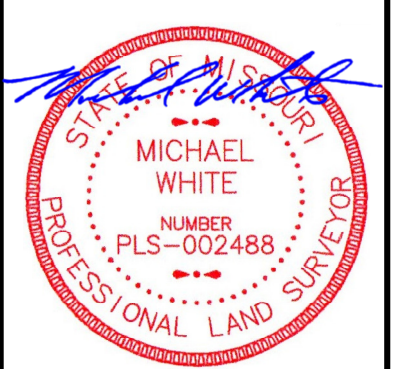
I, \_\_\_\_\_, CITY PLANNER OF THE CITY OF REPUBLIC, MISSOURI, DO HEREBY CERTIFY ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, THE FINAL PLAT OF \_\_\_\_\_ CONFORMS TO THE CITY OF REPUBLIC LAND USE REGULATIONS, IN ACCORDANCE WITH TITLE IV OF THE REPUBLIC CODE OF ORDINANCES.

### CERTIFICATION

THAT I, MICHAEL WHITE, DO HEREBY DECLARE THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED PREPARED BY WHITE LAND SURVEYING, LLC, DATED 12/03/2018 AND SIGNED BY MICHAEL WHITE P.L.S. NO. 2488 AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER THE PERSONAL SUPERVISION OF MICHAEL WHITE, P.L.S. NO. 2488 IN ACCORDANCE WITH THE DIVISION OF GEOLOGY AND LAND SURVEY, MISSOURI DEPARTMENT OF NATURAL RESOURCES'S "CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS PROMULGATED BY THE MISSOURI DEPARTMENT OF AGRICULTURE".

Signature: *Michael White* DATE PREPARED: 09/02/2020  
SIGNATURE DATE PREPARED  
MISSOURI PROFESSIONAL LAND SURVEYOR NO. 2488

PREPARED BY:  
MICHAEL WHITE - MISSOURI PROFESSIONAL LAND SURVEYOR #2488  
WHITE LAND SURVEYING, LLC - MISSOURI PROFESSIONAL LAND SURVEYING CORPORATION #2003000370



09/02/2020

CURVE NUMBER	RADIUS	ARC DISTANCE	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	15.00'	24.04'	91°48'32"	S42°48'59"E	21.55'
C2	15.00'	23.09'	88°11'28"	S47°11'01"W	20.88'
C3	15.00'	24.04'	91°48'46"	S42°48'51"E	21.55'
C4	15.00'	23.10'	88°13'19"	S47°10'06"W	20.88'
C5	100.00'	16.80'	9°37'35"	N83°54'27"W	16.78'
C6	100.00'	61.56'	35°16'19"	S81°27'30"E	60.59'
C7	100.00'	75.60'	43°18'53"	S22°09'54"E	73.81'
C8	50.00'	13.62'	52°01'12"	N24°43'51"W	13.16'
C9	50.00'	93.20'	106°47'54"	S02°39'30"W	80.28'
C10	50.00'	29.99'	34°22'16"	S73°14'35"W	29.55'
C11	50.00'	71.50'	81°56'02"	N48°36'16"W	65.56'
C12	50.00'	53.18'	60°56'13"	N22°49'51"E	50.71'
C13	15.00'	13.62'	52°01'12"	N27°17'22"E	13.16'
C14	50.00'	40.47'	46°22'15"	S21°54'22"E	38.37'
C15	50.00'	38.07'	43°37'45"	N66°54'22"W	37.16'
C16	75.00'	117.81'	90°00'00"	S43°43'15"E	106.07'



## AGENDA ITEM ANALYSIS

Project/Issue Name: 20-R-33 A Resolution of the City Council of the City of Republic, Missouri Adopting the 2020 Multi-Jurisdictional Hazard Mitigation Plan.

Submitted By: Lynn Hollandworth, Emergency Management Director

Date: September 15, 2020

### Issue Statement

The adoption of the 2020 Multi-Jurisdictional Mitigation Plan for the City of Republic

### Discussion and/or Analysis

The City is required to develop and review a five-year Mitigation Plan in order to receive Federal Funding. As with the 2010 and 2015 plans I have opted to be included in the Greene County Multi-Jurisdictional Plan to reduce cost to the City. Information for the projects was obtained from Public Works, Community Development, IT, and public safety starting in May 2019 and submitted to Greene County OEM for insertion into the templet September 30, 2019. Because of COVID-19 the final FEMA approved plan was not made available to us until August 2020.

### Recommended Action

Staff recommends approval.

RESOLUTION NO. 20-R-33

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,  
ADOPTING THE 2020 MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

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

*WHEREAS*, the City, with assistance from the Springfield-Greene County Office of Emergency Management, has gathered information and prepared the 2020 Greene County Multi-Jurisdictional Hazard Mitigation Plan (“Plan”); and

*WHEREAS*, the Plan has been prepared in accordance with FEMA requirements at 44 C.F.R. 201.6; and

*WHEREAS*, the City is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and

*WHEREAS*, the City has reviewed and affirms the Plan and to update it in accordance with applicable law.

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

- Section 1. The 2020 Greene County Multi-Jurisdictional Hazard Mitigation Plan attached hereto as “Attachment 1” is hereby adopted by the City, and the City resolves to execute the actions in the Plan.
- Section 2. The whereas clauses are hereby specifically incorporated herein by reference.
- Section 3. 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 15<sup>th</sup> day of September 2020.

\_\_\_\_\_  
Matt Russell, Mayor

Attest:

\_\_\_\_\_  
Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison  
Date: 2020.09.12 16:26:04 -05'00', Scott Ison, City Attorney

Final Passage and Vote: \_\_\_\_\_

# GREENE COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN



PREPARED BY:  
SPRINGFIELD-GREENE COUNTY  
OFFICE OF EMERGENCY MANAGEMENT  
330 W. SCOTT ST.  
SPRINGFIELD, MO 65802

2020-2025

# CONTRIBUTORS

## Greene County Hazard Mitigation Planning Committee

<b>NAME</b>	<b>TITLE</b>	<b>DEPARTMENT</b>	<b>JURISDICTION/AGENCY/ORGANIZATION</b>
Jacob Marler	EMD	Ash Grove Police Department	City of Ash Grove and Ash Grove Fire Protection District
Frank Schoneboom	City Administrator/EMD	Battlefield City Hall	City of Battlefield
Greg Porter	EMD	Emergency Management	City of Fair Grove and Fair Grove Schools
Lynn Hollandworth	EMD	Republic Fire	City of Republic
Steve Bodenhammer	City Administrator/EMD	Strafford City Hall	City of Strafford
Eric Sutton	City Clerk/EMD	Walnut Grove City Hall	City of Walnut Grove
Jennifer Rowe	City Clerk/EMD	Willard City Hall	City of Willard
Aaron Gerla	Superintendent	Ash Grove Schools	Ash Grove School District
Chance Wistorm	Superintendent	Republic Schools	Republic School District
Jim Farrell	Director of School Police	Springfield Schools	Springfield School District
Brett Soden	Superintendent	Strafford Schools	Strafford School District
Adam Willard	Superintendent	Walnut Grove Schools	Walnut Grove School District
Derrick Huttzell	Superintendent	Willard Schools	Willard School District
Scott Moore	Deputy Fire Chief	Battlefield Fire	Battlefield Fire Protection District
Ashlee Parker	EMS Captain	Ebenezer Fire	Ebenezer Fire Protection District
Erich Higgins	Chief	Fair Grove Fire	Fair Grove Fire Protection District
Tim Clarkson	Asst. Chief	Logan-Rogersville Fire	Logan-Rogersville Fire Protection District
Dwaine Bourke	Chief	Walnut Grove Fire	Walnut Grove Fire Protection District
Ken Scott	Chief	Willard Fire	Willard Fire Protection District
Tyler Goodwyn	Stormwater Engineer	Floodplain Management	Greene County
Kent Morris	Planning Director	Planning and Zoning	Greene County
Kevin Barnes	Director	Resource Management	Greene County
David Johnson	Captain	Sheriff's Office	Greene County
Jeff Cumley	Superintendent	Parks	City of Springfield
Travis Fisher	Health Planner	Health	City of Springfield
Collin Quigley	City Administrator	City	City of Springfield
David Hall	EMD	Missouri State	Missouri State University
J.D Landon	Security Officer	Safety and Security	Ozark Technical Community College
Hannah James	Mitigation Planner	OEM	Springfield-Greene County
Tyrel Floyd	Planning Specialist	OEM	Springfield-Greene County
Lindsey Mericle	Planning Specialist	OEM	Springfield-Greene County
Samantha Foster	Deputy Director	OEM	Springfield-Greene County
Larry Woods	Director	OEM	Springfield-Greene County

# CONTRIBUTORS

## Stakeholder Representatives

<b>NAME</b>	<b>TITLE</b>	<b>DEPARTMENT</b>	<b>AGENCY/ORGANIZATION</b>
Jamie Kilbourn	Chief	Fire	Bois D'Arc Fire Protection District
Chris Jones	N/A	Campus Safety	Drury University
Jason Goodman	Previous Assistant Director of Safety	Campus Safety	Drury University
Jason O'Neal	Superintendent	Logan-Rogersville School District	Logan-Rogersville School District
Todd Revell	Public Safety Director	Campus Safety	Evangel University
Zim Schwartze	Director	9-11 Communications	City of Springfield
Chuck Collins	Assistant Director	9-11 Communications	City of Springfield
Bryan Newberry	Assistant Director of Operations	Springfield Fire Department	City of Springfield
Mike Crocker	Director	Zoo	Springfield Parks
Paul Laughlin	Chief	Police	City of Rogersville
Jennifer Story	Lead Planner	Mitigation	SEMA
Ryan Hunt	Planner	GIS	City of Springfield

Stake holders are individuals or groups that are affected by a mitigation action or policy and include businesses, private organizations, and citizens. Unlike planning team members, stakeholders may not be involved in all stages of the planning process, but they inform the planning team on a specific topic or profile input from different points of view in the community.

# EXECUTIVE SUMMARY

City of Battlefield							
		City of Battlefield	High	1	All Hazards	Yes	Yes
1.1	Purchase 800 MHz radios for city officials.	City of Battlefield	High	1	All Hazards	Yes	Yes
2.1	Expansion and improvement of Storm Siren coverage area.	City of Battlefield	High	1	Severe Thunderstorms, Tornadoes	Yes	Yes
3.1	Construct emergency safe rooms	City of Battlefield	High	1	Severe Thunderstorms, Tornadoes	Yes	Yes
4.1	Enhance and create stormwater control programs	City of Battlefield	High	1	All hazards	Yes	Yes
City of Fair Grove							
1.1	Replace, add and update storm sirens as needed across the city to protect and warn the citizens when severe weather is in the area.	City of Fair Grove	High	1	Severe Storms, Tornadoes	Yes	Yes
City of Republic							
1.1	To address and fix the traffic flow at major intersection and collector streets to MO ZZ	City of Republic	Medium	1	All Hazards	Yes	Yes
2.1	Construct a pedestrian bridge across E. US 60 connecting sidewalks a long Hines St and removing existing crosswalk and lights.	City of Republic	High	1	Public Safety	Yes	Yes
3.1	Study of relocation of stormwater from 1740 US 60 E to 1000 block of US 60 E.	City of Republic	Medium	1	Flooding	Yes	Yes
4.1	Retrofit the piping for stormwater management from 500 Block of St. Highway 174 to 400 block of Hines Street.	City of Republic	Medium	1	Flooding	Yes	Yes
5.1	Add a permanent generator at Lift Station 2, which moves wastewater from southwestern portion of City	City of Republic	Medium	1	Power Outage; Severe Storms; Severe Winter Weather	Yes	Yes

# EXECUTIVE SUMMARY

	including the new OTC Campus.											
6.1	Replace aging peripheral devices to reduce susceptibility to takeover or invasion of City's Network and development of additional offsite storage and server management.	City of Republic	High	1	Cyber	Yes	Yes	Yes	Yes			Yes
<b>City of Springfield</b>												
1.1	To retrofit areas identified in the action description section of the chart below.	City of Springfield	High	1	Flooding	Yes	Yes	Yes	Yes			Yes
2.1	To purchase the properties listed in the action description.	City of Springfield	Medium	1	Flooding	Yes	Yes	Yes	Yes			Yes
3.1	To relocate the current animal shelter that is in a designated floodplain area to an area that is safe for staff to travel to and work during severe weather and flooding.	City of Springfield	High	1	Flooding, Communicable Disease	Yes	Yes	Yes	Yes			Yes
4.1	Purchase a large generator to supply power to the Jordan Valley Ice Park.	City of Springfield	High	1	All Hazards	Yes	Yes	Yes	Yes			Yes
5.1	Build a FEMA Safe Room on property owned by the Parks Department.	City of Springfield	Medium	1	Severe Storms	Yes	Yes	Yes	Yes			Yes
<b>City of Strafford</b>												
1.1	Replace, update and add storm sirens throughout the city to better serve the community during severe weather	City of Strafford	High	1	Tornados, Severe Storms	Yes	Yes	Yes	Yes			Yes
<b>City of Walnut Grove</b>												
1.1	Promote hazard mitigation awareness and education by providing a quarterly	City of Walnut Grove	High	1	All Hazards	Yes	Yes	Yes	Yes			Yes

## 2 - PLANNING AREA PROFILES AND CAPABILITIES

### POPULATION AND DEMOGRAPHICS

#### General Population Characteristics

CHARACTERISTIC	NUMBER
Total Population	15,890
Male Population	7,885
Female Population	8,005
Median Age (Years)	30.6

Source: U.S. Census Bureau American Community Survey, 5 year-estimates 2013-2017

#### Race

RACE	NUMBER
White	15,038
Black or African American	20
American Indian and Alaska Native	55
Asian	272
Native Hawaiian and Other Pacific Islander	0
Other Race	48
Two or More Races	457

Source: U.S. Census Bureau American Community Survey, 5 year-estimates 2013-2017

#### Housing Information

HOUSING OCCUPANCY	NUMBER
Total Housing Units	6,901
Occupied Housing Units	5,844
Vacant Housing Units	247
Owned Occupied Housing Units	3,717
Renter Occupied Housing Units	2,127

Source: U.S. Census Bureau American Community Survey, 5 year-estimates 2013-2017

### MITIGATION INITIATIVES

#### Outdoor Warning Sirens

Republic currently has 13 outdoor warning devices within the City of Republic to alert the citizen of impending hazards. Outdoor warning devices have evolved over the last decades from mechanical air horns to battery backed up mechanical sirens to the second generation all hazards electronic warning devices. This evolution has allowed the Republic Office of Emergency Management to provide voice direction to the densely population areas of the City. These devices report their operational readiness continuously to the Emergency Operations Center (EOC) through two-way communication. They can be physically activated from the EOC, Fire Engine, and three mobile command vehicles.

Civic Ready subscription is available to all citizens by City of Republic thru Web-page provider; Voice-over outdoor warning devices are available at major green spaces.

## 2 - PLANNING AREA PROFILES AND CAPABILITIES

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### **Emergency Services**

The City of Republic has a full time police department that is made up of a Communications, Criminal Investigations, Records and Patrol, and Auxiliary Divisions. The patrol structure is comprised of four squads of officers; each squad is supervised by a Sergeant and a Corporal. The Division duties include community policing, the protection of life and property, traffic safety and enforcement, and the apprehension of the criminal element while enforcing all local, state and federal laws.

The City of Republic also has a full time fire district that provides 24/7 services to the citizens of Republic. For more information about the fire protection district, please see their individual profile.

Advance Life Support (ALS) ambulance service is provided to the City of Republic by CoxHealth Systems and is served by a local ambulance base located at the West City Limits and staffed 24 hours a day by state-licensed Paramedics and Emergency Medical Technicians.

The City of Republic also has an Emergency Management Department which is a division of the Republic Fire Protection District. The office consists of a Director and nine part-time employees, which provide National Weather Service storm spotting and reporting, National Incident Management Systems compliance, and Emergency Operations Plan maintenance and exercises. They also work with the Springfield-Greene County Office of Emergency Management.

Other Mitigation Initiatives for the City of Republic include storm water management with ongoing Flood Plain Management and COOP Planning.

### **National Flood Insurance Program (NFIP)**

Compliance of NFIP is with the Community Development Office of the City of Republic. New Construction is reviewed through the Technical Review Team including the storm water needs. The compliance officer is responsible for determining non-compliance reporting it back to the Community Development Office for verification and prosecution if necessary.

### **Utilities**

The City of Republic has a Public Works Department which has many different divisions including the following: Animal Control, Street Division, Wastewater and Water. The City of Republic provides their own water and sewer services to the citizens of Republic. Electric Service can be provided by the following companies: City Utilities of Springfield, Empire Electric and Ozark Electric. Gas can be provided by either Spire or City Utilities of Springfield. Internet and Cable can be provided by AT&T, Total Wireless, Cable America, and many other providers.

### **Historic Significant Disaster Events**

The city of Republic and surrounding area was impacted by a nationally declared disaster in January of 2007. The Ice Storm preempted all electrical power within the City for 30 hours, and complete restoration of power was not completed for five days. During this period City offices conducted business from the EOC located within the Police Department.

The City of Republic had damage from a tornado in January of 2008. The path of the damage was along the north central portion of the city including Lyon Elementary Campus. There were no injuries or deaths from the event but 1 business was damaged and reopened in 30 days. Other damages included 6 destroyed homes, moderate damage to an automotive repair shop, a roof was removed from the west wing of Lyon Elementary.

## 2 - PLANNING AREA PROFILES AND CAPABILITIES

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### **VULNERABILITY**

The City of Republic has a busy railroad that runs through the City. The BNSF railway tracks are important route linking the ports of California with the southeastern U.S. Republic also has older homes. Of the 4,489 detached homes, 3,245 homes were built in 1980 or earlier. Republic also has 82 mobile homes and approximately 1,100 apartments within the City.

### **CAPABILITY ASSESSMENT**

#### **Facilities**

The City of Republic has a City Hall which is the central location for most of the departments for the City.

The City of Republic has two fire stations with living quarters and assembly rooms. The Republic Police Department has their own facility with holding capabilities as well. The Police Department also houses the City of Republic Emergency Operations Center (EOC), located in the basement.

#### **Building Codes**

The City of Republic has a Community Development Department which has six full time employees, including the Community Development Director, Administrative Assistant, Principal Planner, Senior Planner, Building Official and the Code Compliance Official. The goal of this department is to serve the citizens of Republic through pursuance, guidance and assistance in the development of the City. This is accomplished through marketing and strategic planning accompanied by oversight and enforcement of the City's Building Codes, Zoning Codes and Subdivision Regulations.

#### **Planning and Zoning**

The City of Republic has a Planning and Zoning Commission consists of seven citizens appointed by the Mayor with the majority approval of the City Council. All Members of the Commission shall be residents of the City and membership of the Commission shall consist of at least one representative from each Ward within the City. Members of the Commission shall serve a four-year term. The Planning and Zoning Commission meets the second Monday of every month to review and make recommendations to the City Council for approval or denial of Rezoning cases, Preliminary Plats, Special Use Permits, and Amendments to the Zoning Regulations and the Subdivision Regulations. The Commission's primary responsibility is to create, adopt and amend a Comprehensive Plan to guide the development of the City.

#### **Back-Up Systems**

Internal Communication has on site servers with Cloud based back-up. The City would like to have a second server set up in remote location to provide internal communication and storage. Key Waste-water infrastructure such as lift stations has emergency generators to provide power including the waste water facility itself. The Police Department, EOC, and server room has UPS plus and emergency generator to provide power with minimum of 30 hour fuel storage. All deep water wells have emergency power.

## 2 - PLANNING AREA PROFILES AND CAPABILITIES

### CITY OF REPUBLIC CAPABILITIES

CAPABILITY	STATUS INCLUDING DATE OF DOCUMENT OR POLICY
<b>PLANNING CAPABILITIES</b>	
Comprehensive Plan	Yes - 10/31/2019
Builder's Plan	
Capital Improvement Plan	Yes - Updated Annually
County Emergency Plan	Yes
County Recovery Plan	Yes
County Mitigation Plan	Yes
Economic Development Plan	Yes - Community Development
Transportation Plan	Yes - In Conjunction with OTO
Land-use Plan	
Flood Mitigation Assistance (FMA) Plan	
Watershed Plan	
Fire wise or other fire mitigation plan	FD Education Outreach- Annual Review and Evaluations
Critical Facilities Plan (Mitigation/Response/Recovery)	Yes - Mitigation Plan
<b>POLICIES/ORDINANCE</b>	
Zoning Ordinance	Yes - Community Development
Building Code	Yes - 2018
Floodplain Ordinance	Yes
Subdivision Ordinance	No
Tree Trimming Ordinance	No
Nuisance Ordinance	Yes
Seismic Construction Ordinance	Yes
Storm Water Ordinance	Yes - Original (2004) Annual Evaluation
Drainage Ordinance	Yes - Original (2004) Annual Evaluation
<b>CAPABILITY</b>	
Site Plan Review Requirements	Yes
Historic Preservation Ordinance	Yes
Landscape Ordinance	Yes
Debris Management Plan	Yes - Incorporated into EOP
<b>PROGRAM</b>	
Zoning/Land Use Restrictions	Yes
Codes Building Site/Design	Yes
National Flood Insurance Program (NFIP) Participant	Yes - 12/18-2010
NFIP Community Rating System (CRS) Participating Community	No
Hazard Awareness Program	
National Weather Service (NWS) Storm Ready	Yes - Original 2003 Renewed 2018
Building Code Effectiveness Grading (BCEGs)	5/4
ISO Fire Rating	2
Economic Development Program	Yes
Land Use Program	Yes
Public Education/Awareness	Yes - Fire Safety, Household Preparedness
Property Acquisition	Unknown
Planning/Zoning Boards	Yes
Stream Maintenance Program	
Tree Trimming Program	
Engineering Studies for Streams (Local/County/Regional)	County

## 2 - PLANNING AREA PROFILES AND CAPABILITIES

Mutual Aid Agreements	Yes
<b>STUDIES/REPORTS/MAPS</b>	<b>STATUS INCLUDING DATE OF DOCUMENT OR POLICY</b>
Hazard Analysis/Risk Assessment (Local)	Yes - Mitigation Plan
Hazard Analysis/Risk Assessment (County)	Yes - Mitigation Plan
Flood Insurance Maps	Yes
FEMA Flood Insurance Study (Detailed)	Yes
Evacuation Route Map	unknown
Critical Facilities Inventory	Yes
Vulnerable Population Inventory	No
Land Use Map	Yes
<b>STAFF/DEPARTMENT</b>	<b>STATUS INCLUDING DATE OF DOCUMENT OR POLICY</b>
Building Code Official	Yes - Full Time
Building Inspector	Yes - Full Time
Mapping Specialist (GIS)	Yes - Full Time
Engineer	Yes - Full Time
Development Planner	Yes - Full Time
Public Works Official	Yes - Full Time
Emergency Management Coordinator	Yes - Full Time
NFIP Floodplain Administrator	Yes - Full Time
Bomb and/or Arson Squad	No
Emergency Response Team	No
Hazardous Materials Expert	
Local Emergency Planning Committee	Yes
County Emergency Management Commission	Yes
Sanitation Department	Contracted
Transportation Department	Yes - Full Time
Economic Development Department	Yes - Full Time
Housing Department	No
Planning Consultant	No
Regional Planning Agencies	No
Historic Preservation	No
<b>NON-GOVERNMENTAL ORGANIZATIONS (NGOS)</b>	<b>STATUS INCLUDING DATE OF DOCUMENT OR POLICY</b>
American Red Cross	Yes - Springfield
Salvation Army	Yes - Springfield
<b>CAPABILITY</b>	<b>STATUS INCLUDING DATE OF DOCUMENT OR POLICY</b>
Veterans Groups	Yes
Environmental Organization	No
Homeowner Associations	Yes
Neighborhood Associations	No
Chamber of Commerce	Yes
Community Organizations (Lions, Kiwanis, etc.)	Yes
<b>LOCAL FUNDING AVAILABILITY</b>	<b>STATUS INCLUDING DATE OF DOCUMENT OR POLICY</b>
Ability to apply for Community Development Block Grants	Yes
Ability to fund projects through Capital Improvements funding	Yes
Authority to levy taxes for a specific purpose	Yes
Fees for water, sewer, gas, or electric services	Yes
Impact fees for new development	Yes
Ability to incur debt through general obligation bonds	Yes
Ability to incur debt through special tax bonds	Yes
Ability to incur debt through private activities	No
Ability to withhold spending in hazard prone areas	Yes

Source: Data Collection Questionnaire, 2019

## 4 - MITIGATION STRATEGY

### CITY OF REPUBLIC

**Goal:** To protect the lives of the people who travel through Republic.

**Action:** To address and fix the traffic flow at major intersection and collector streets to MO ZZ

RISK / VULNERABILITY	
<b>Hazard(s) Addressed:</b>	All hazards
<b>Problem being Mitigated:</b>	Currently traffic flow on Highway ZZ can be dangerous. There are multiple traffic accidents that occur at all times of the days.
ACTION OR PROJECT	
<b>Action/Project Number:</b>	City of Republic Goal 1
<b>Name of Action or Project:</b>	City of Republic MO ZZ
<b>Mitigation Category:</b>	Prevention
<b>Estimated Cost:</b>	\$30,000
<b>Benefits:</b>	Improve an extremely congested intersection of St 174 and main and the collection streets carrying traffic to MO ZZ, all involving school traffic.
PLAN FOR IMPLEMENTATION	
<b>Responsible Organization/Department:</b>	City of Republic-EMD
<b>Supporting Organization/Department:</b>	None
<b>Action/Project Priority:</b>	Medium
<b>Timeline for Completion:</b>	2 Years
<b>Potential Fund Sources:</b>	Grants, Budgets,
<b>Local Planning Mechanisms to be Used in Implementation, if any:</b>	None
PROGRESS REPORT	
<b>Action Status:</b>	New
<b>Report of Progress:</b>	Researching

## 4 – MITIGATION STRATEGY

### CITY OF REPUBLIC

**Goal:** To protect the lives of walking pedestrians in Republic.

**Action:** Construct a pedestrian bridge across E. US 60 connecting sidewalks a long Hines St and removing existing crosswalk and lights.

RISK / VULNERABILITY	
<b>Hazard(s) Addressed:</b>	Public Safety
<b>Problem being Mitigated:</b>	Pedestrian traffic is very dangerous along US 60 because of constant traffic traveling in and out of Republic
ACTION OR PROJECT	
<b>Action/Project Number:</b>	City of Republic Goal 2
<b>Name of Action or Project:</b>	Hines St. Pedestrian Bridge
<b>Mitigation Category:</b>	Structure; Infrastructure
<b>Estimated Cost:</b>	\$6,000,000
<b>Benefits:</b>	Safe crossing for school children from multiple campuses and connection of green trails.
PLAN FOR IMPLEMENTATION	
<b>Responsible Organization/Department:</b>	City of Republic-EMD
<b>Supporting Organization/Department:</b>	None
<b>Action/Project Priority:</b>	High
<b>Timeline for Completion:</b>	3-4 years
<b>Potential Fund Sources:</b>	Possible Grant with Assistance of Capital Improvement
<b>Local Planning Mechanisms to be Used in Implementation, if any:</b>	None
PROGRESS REPORT	
<b>Action Status:</b>	New
<b>Report of Progress:</b>	Researching

## 4 - MITIGATION STRATEGY

### CITY OF REPUBLIC

**Goal:** To limit the loss of property and injury due to flooding across the Republic area.

**Action:** Study of relocation of stormwater from 1740 US 60 E to 1000 block of US 60 E.

RISK / VULNERABILITY	
<b>Hazard(s) Addressed:</b>	Flooding
<b>Problem being Mitigated:</b>	Stormwater management needs work in the Republic city limits.
ACTION OR PROJECT	
<b>Action/Project Number:</b>	City of Republic Goal 3
<b>Name of Action or Project:</b>	Republic Fore US 60
<b>Mitigation Category:</b>	Prevention
<b>Estimated Cost:</b>	\$25,000
<b>Benefits:</b>	Developing a plan to help the stormwater run off in the area will reduce the flooding at 1740 US 60. This can help prevent injuries and loss of property.
PLAN FOR IMPLEMENTATION	
<b>Responsible Organization/Department:</b>	City of Republic-EMD
<b>Supporting Organization/Department:</b>	None
<b>Action/Project Priority:</b>	Medium
<b>Timeline for Completion:</b>	4 Years
<b>Potential Fund Sources:</b>	TBD
<b>Local Planning Mechanisms to be Used in Implementation, if any:</b>	None
PROGRESS REPORT	
<b>Action Status:</b>	New
<b>Report of Progress:</b>	Researching

## 4 - MITIGATION STRATEGY

### CITY OF REPUBLIC

**Goal:** To protect the lives of citizens traveling through the City of Republic when there is severe flooding in the area.

**Action:** Retrofit the piping for stormwater management from 500 Block of St. Highway 174 to 400 block of Hines Street.

RISK / VULNERABILITY	
<b>Hazard(s) Addressed:</b>	Flooding
<b>Problem being Mitigated:</b>	Stormwater management needs work in the Republic city limits.
ACTION OR PROJECT	
<b>Action/Project Number:</b>	City of Republic Goal 4
<b>Name of Action or Project:</b>	Logan St. Mediation
<b>Mitigation Category:</b>	Structure; Infrastructure
<b>Estimated Cost:</b>	\$140,000
<b>Benefits:</b>	This will allow for further development and alleviated the flooding of Logan St.
PLAN FOR IMPLEMENTATION	
<b>Responsible Organization/Department:</b>	City of Republic-EMD
<b>Supporting Organization/Department:</b>	None
<b>Action/Project Priority:</b>	Medium
<b>Timeline for Completion:</b>	3 Years
<b>Potential Fund Sources:</b>	Capital Improvement Money
<b>Local Planning Mechanisms to be Used in Implementation, if any:</b>	None
PROGRESS REPORT	
<b>Action Status:</b>	New
<b>Report of Progress:</b>	Researching

## 4 - MITIGATION STRATEGY

### CITY OF REPUBLIC

**Goal:** To enhance the public safety and health of the citizens in Republic.

**Action:** Add a permanent generator at Lift Station 2, which moves wastewater from southwestern portion of City including the new OTC Campus.

RISK / VULNERABILITY	
<b>Hazard(s) Addressed:</b>	Power Outage; Severe Storms; Severe Winter Weather
<b>Problem being Mitigated:</b>	There is not a generator located on the Lift Station 2. Without power, wastewater and sewage cannot be properly pumped out of the Lift Station.
ACTION OR PROJECT	
<b>Action/Project Number:</b>	City of Republic Goal 5
<b>Name of Action or Project:</b>	Lift Station 2 Back Up Power
<b>Mitigation Category:</b>	Structure; Infrastructure Project
<b>Estimated Cost:</b>	\$20,000
<b>Benefits:</b>	Environment protection and allowing Protect in Place during long power loss disruptions such as occurred in 2007.
PLAN FOR IMPLEMENTATION	
<b>Responsible Organization/Department:</b>	City of Republic-EMD
<b>Supporting Organization/Department:</b>	None
<b>Action/Project Priority:</b>	Medium
<b>Timeline for Completion:</b>	2 Years
<b>Potential Fund Sources:</b>	Capital Improvement TBD
<b>Local Planning Mechanisms to be Used in Implementation, if any:</b>	None
PROGRESS REPORT	
<b>Action Status:</b>	New
<b>Report of Progress:</b>	Researching

## 4 - MITIGATION STRATEGY

### CITY OF REPUBLIC

**Goal:** To protect sensitive data against attacks or other cyber incidents.

**Action:** Replace aging peripheral devices to reduce susceptibility to takeover or invasion of City's Network and development of additional offsite storage and server management.

RISK / VULNERABILITY	
<b>Hazard(s) Addressed:</b>	Cyber
<b>Problem being Mitigated:</b>	Invasive attacks occurring upon the IT network can cause loss of sensitive data and cost the city thousands of dollars.
ACTION OR PROJECT	
<b>Action/Project Number:</b>	City of Republic Goal 6
<b>Name of Action or Project:</b>	Republic Cyber
<b>Mitigation Category:</b>	Prevention
<b>Estimated Cost:</b>	\$30,000
<b>Benefits:</b>	Continuing the operations of the facets of the city.
PLAN FOR IMPLEMENTATION	
<b>Responsible Organization/Department:</b>	City of Republic-EMD
<b>Supporting Organization/Department:</b>	None
<b>Action/Project Priority:</b>	High
<b>Timeline for Completion:</b>	3 Years
<b>Potential Fund Sources:</b>	Capital Improvement; TBD
<b>Local Planning Mechanisms to be Used in Implementation, if any:</b>	None
PROGRESS REPORT	
<b>Action Status:</b>	New
<b>Report of Progress:</b>	Researching

## 4 - MITIGATION STRATEGY

### CITY OF REPUBLIC

**Goal:** To protect the health, safety, and welfare of residents.

**Action:** Enforce floodplain management ordinances, regulate new construction in SFHA and work with residents to identify flood prone areas.

RISK / VULNERABILITY	
<b>Hazard(s) Addressed:</b>	Flooding
<b>Problem being Mitigated:</b>	Development in floodplain areas
ACTION OR PROJECT	
<b>Action/Project Number:</b>	City of Republic Goal 7
<b>Name of Action or Project:</b>	NFIP Participation
<b>Mitigation Category:</b>	Prevention
<b>Estimated Cost:</b>	\$25,000-\$50,000
<b>Benefits:</b>	Reduce development in SFHA, protect floodplains
PLAN FOR IMPLEMENTATION	
<b>Responsible Organization/Department:</b>	EMD/ Floodplain Administrator
<b>Supporting Organization/Department:</b>	None
<b>Action/Project Priority:</b>	High
<b>Timeline for Completion:</b>	Ongoing
<b>Potential Fund Sources:</b>	General Revenue
<b>Local Planning Mechanisms to be Used in Implementation, if any:</b>	Floodplain ordinances
PROGRESS REPORT	
<b>Action Status:</b>	Continuing
<b>Report of Progress:</b>	Ongoing

### Critical Facilities Inventory: Republic

SCHOOLS			
Sweeny Elementary	720 N. Main St.	Republic	65738
Lyon Elementary	201 E. Highway 174	Republic	65738
Moculloch Elementary	234 E. Anderson St.	Republic	65738
Price Elementary	518 N. Hampton St.	Republic	65738
Schofield Elementary	253 E. Anderson St.	Republic	65738
Republic Middle School	#1 Tiger Dr.	Republic	65738
Republic High School	4370 Repmo Dr.	Republic	65738
NURSING HOMES			
Bristol Manor of Republic	634 East Highway 174	Republic	65738
Republic Nursing and Rehab	901 East Highway 174	Republic	65738
Sunshine Manor	300 South Cottonwood Ave.	Republic	65738
POLICE			
Republic Police Department	540 W. Civic Blvd	Republic	65738
FIRE			
Republic Fire Department	701 U.S. Highway 60 E	Republic	65738
West Republic Fire Protection District	11088 W. Farm Road 168	Republic	65738
CITY GOVERNMENT			
Republic City Hall	213 N. Main St.	Republic	65738
PLACES OF WORSHIP			
Bible Baptist Church	227 E. Brooks St.	Republic	65738
Anchor Baptist Church	210 N. Main St.	Republic	65738
Calvary Baptist	804 U.S 60	Republic	65738
Calvary Chapel Republic	210 E. Hines St.	Republic	65738
Crosspoint Fellowship	1664 U.S 60	Republic	65738
Destiny Church	526 E. Harrison St	Republic	65738
First Baptist Church of Republic	305 N. Main St.	Republic	65738
First Christian Church	443 N. Main St.	Republic	65738
Hood United Methodist	139 N. Walnut Ave.	Republic	65738
Hope Lutheran	218 MO-174	Republic	65738
Liberty Faith Church of God	830 MO-174	Republic	65738
Live Church	1244 U.S. 60	Republic	65738
New horizon Seventh-Day Adventist	4421 S. Farm Road 85	Republic	65738
Republic Assembly of God	341 U.S. Highway 60 West	Republic	65738
Republic Church of Christ	323 E. Harrison St.	Republic	65738

Republic Church of the Nazarene	1003 E. Harrison St.	Republic	65738
Republic Family Church	317 N. Walnut Ave.	Republic	65738
Republic Free Will Baptist Church	437 N. Walnut St.	Republic	65738
United Pentecostal Church	303 MO-174	Republic	65738
Westside Christian Church	537 W. Elm St.	Republic	65738
<b>CHILD CARE AND HEAD STARTS</b>			
Bethany Pate	2436 E Willow	Republic	65738
ABCs and One Two Three Preschool	139 N. Walnut	Republic	65738
B. Jill Canfield	1610 Jody Cir.	Republic	65738
Building Blocks Learning Center	505 E. Harrison	Republic	65738
Child Life Academy LLC	517 E. Elm St.	Republic	65738
Elizabeth Bashore	720 Highway 60	Republic	65738
Growing Kids Childcare	341 US Highway 60 W	Republic	65738
Hale Home Day Care	525 S. Ventura	Republic	
Hope Child Care Center	218 E. Highway 174	Republic	65738
Hope Lutheran Church	218 MO-174	Republic	65738
Learn and Grow Organic Daycare LLC	545 N. Walnut Ave.	Republic	65738
Little People's Workshop	139 N Walnut Ave.	Republic	65738
Little Stepping Stones Academy LLC	975 N. Lindsey Ave.	Republic	65738
Lyon Elementary	201 E. Highway 174	Republic	65738
Mandi Pilkinton	601 Lexington	Republic	65738
Mary Ladwig	1002 E. Harrison	Republic	65738
Moculloch Elementary	234 E. Anderson	Republic	65738
Price Elementary	518 N. Hampton	Republic	65738
Republic Early Childhood Center Preschool	636 N. Main St.	Republic	65738
Republic Head Start	933 N. Lindsey Ave.	Republic	65738
Republic Middle School	#1 Tiger Dr.	Republic	65738
Sandra Richesin	7628 W. Farm Road 174	Republic	65738
Schofield Elementary	253 E. Anderson	Republic	65738
Sweeny Elementary	720 N. Main St.	Republic	65738
Teresa Hale	525 S. Ventura	Republic	65738
Tots Spot, LLC	220 N. Cedar	Republic	65738

### Critical Facilities Inventory: Republic

SCHOOLS			
Sweeny Elementary	720 N. Main St.	Republic	65738
Lyon Elementary	201 E. Highway 174	Republic	65738
Moculloch Elementary	234 E. Anderson St.	Republic	65738
Price Elementary	518 N. Hampton St.	Republic	65738
Schofield Elementary	253 E. Anderson St.	Republic	65738
Republic Middle School	#1 Tiger Dr.	Republic	65738
Republic High School	4370 Repmo Dr.	Republic	65738
NURSING HOMES			
Bristol Manor of Republic	634 East Highway 174	Republic	65738
Republic Nursing and Rehab	901 East Highway 174	Republic	65738
Sunshine Manor	300 South Cottonwood Ave.	Republic	65738
POLICE			
Republic Police Department	540 W. Civic Blvd	Republic	65738
FIRE			
Republic Fire Department	701 U.S. Highway 60 E	Republic	65738
West Republic Fire Protection District	11088 W. Farm Road 168	Republic	65738
CITY GOVERNMENT			
Republic City Hall	213 N. Main St.	Republic	65738
PLACES OF WORSHIP			
Bible Baptist Church	227 E. Brooks St.	Republic	65738
Anchor Baptist Church	210 N. Main St.	Republic	65738
Calvary Baptist	804 U.S 60	Republic	65738
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Sweeny Elementary	720 N. Main St.	Republic	65738
Teresa Hale	525 S. Ventura	Republic	65738
Tots Spot, LLC	220 N. Cedar	Republic	65738



## AGENDA ITEM ANALYSIS

Project/Issue Name: 20-R-34 A Resolution of the City Council of the City of Republic, Missouri, Approving a Preliminary Plat for Greenfield Estates, a Residential Subdivision Consisting of Approximately 23.48 Acres Located in the 7500 Block of West Farm Road 174.

Submitted By: Karen Haynes, Community Development Department

Date: September 15, 2020

### Issue Statement

GFE Properties, LLC has requested review and approval of a Preliminary Plat of approximately (23.48) acres, Greenfield Estates, consisting of (82) residential lots, zoned High Density Single-Family Residential (R-1H), streets, and infrastructure.

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

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

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

### Discussion and/or Analysis

The property subject to this Preliminary Plat Application is comprised of approximately (23.48) acres of land located at the 7500 Block of West Farm Road 174. The property is zoned High Density Single-Family Residential (R-1H), the property contains no structures.

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

### **Consistency with the Comprehensive Plan**

The referenced Preliminary Plat contains (82) High Density Single-Family Residential (R-1H) lots with a minimum required lot size of (7,000) square feet and consists of streets, open space, utility easements, and detention areas. The Preliminary Plat of Greenfield Estates contains lots with an average size of (7,774.64) square feet.

### **Transportation Plan**

The Preliminary Plat proposes (1) new street (Bailey Avenue) connection to West Farm Road 174 and (1) new street connection to Timber Oak Street, through the undeveloped 12 Stones PDD property to the west. The new public streets, internal to the subdivision, will include approximately (5,463) feet of street and sidewalk, which will be dedicated to the City during the Final Platting Process.

### **Water and Wastewater Master Plan**

The site is not currently served by City of Republic water or sanitary sewer service. The site is in proximity to two (10) inch water mains, which will provide connections for a looped water main through the subdivision; connection to the southwest line will require an Off-Site Utility Easement and agreement with the owner of the Twelve Stones property to the west.

The site is in proximity to an (8) inch sanitary sewer approximately 345 feet from the western boundary line of the subject property; connection to the main will require an Off-Site Utility Easement and agreement with the owner of the Twelve Stones property to the west. There is also an alternative sanitary sewer connection, travelling through Rankin Acres to the south, connecting to an existing sanitary sewer main; the alternative will require the Developer to acquire Off-Site Easements. The sanitary sewer flows to the Shuyler Creek Lift Station and through a force main to the Wastewater Treatment Facility. The City's water and sanitary sewer systems have the capacity to serve the proposed development; final evaluations of capacity will be performed during subsequent development review.

### **Zoning Code**

The Preliminary Plat of Greenfield Estates has been platted for the construction of (82) single-family residential lots and associated infrastructure, including public streets and sidewalks, public water and sanitary sewer mains, and stormwater detention.

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

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

**Stormwater:** The Preliminary Plat proposes a Stormwater Detention Area in the southwest corner of the property, designed to control the release of stormwater attributable from the development. The Plat contains a conceptual layout of the Detention Area; the area will be designed to mitigate existing conditions to reduce the amount of post-development flows to less than pre-development flows. The Stormwater Detention Area's outflow will flow onto adjacent property to the south, located within Greene County's jurisdiction; the City's TRT will work with the Greene County Engineering Staff on review and permitting during Infrastructure Construction Plan Review. A Stormwater Report will be reviewed by the TRT during



Infrastructure Design review. The Stormwater Detention Area and all open space/common area will be maintained by a Homeowner's Association.

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

**Recommended Action**

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

RESOLUTION NO. 20-R-34

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, APPROVING A PRELIMINARY PLAT FOR GREENFIELD ESTATES, A RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 23.48 ACRES LOCATED IN THE 7500 BLOCK OF WEST FARM ROAD 174**

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

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

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

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

*WHEREAS*, the Preliminary Plat for the Greenfield Estates residential subdivision consisting of approximately 23.48 acres and located in the 7500 Block of West Farm Road 174 meets the requirements of the Ordinances of the City of Republic, the Subdivision Regulations, conforms to the Land Use Plan, and the Transportation Plan of the City; and

*WHEREAS*, the Planning and Zoning Commission by a vote of \_\_ Ayes to \_\_ Nays recommended the \_\_\_\_\_ of the aforementioned Preliminary Plat to the City Council at its regular meeting on September 14, 2020.<sup>1</sup>

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

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

***PASSED AND APPROVED*** at a regular meeting of the City Council of the City of Republic, Missouri, this 15<sup>th</sup> day of September 2020.

<sup>1</sup> Due to the Planning and Zoning meeting for this item occurring on September 14, 2020, this item will be updated with the recommendation of the Planning and Zoning Commission after that recommendation is received.

RESOLUTION NO. 20-R-34

\_\_\_\_\_  
Matt Russell, Mayor

Attest:

\_\_\_\_\_  
Laura Burbridge, City Clerk

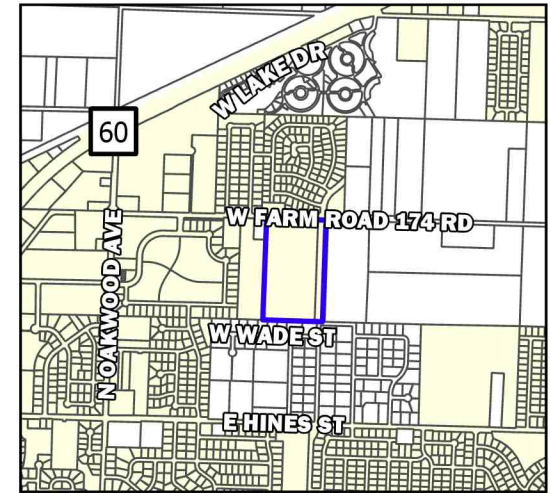
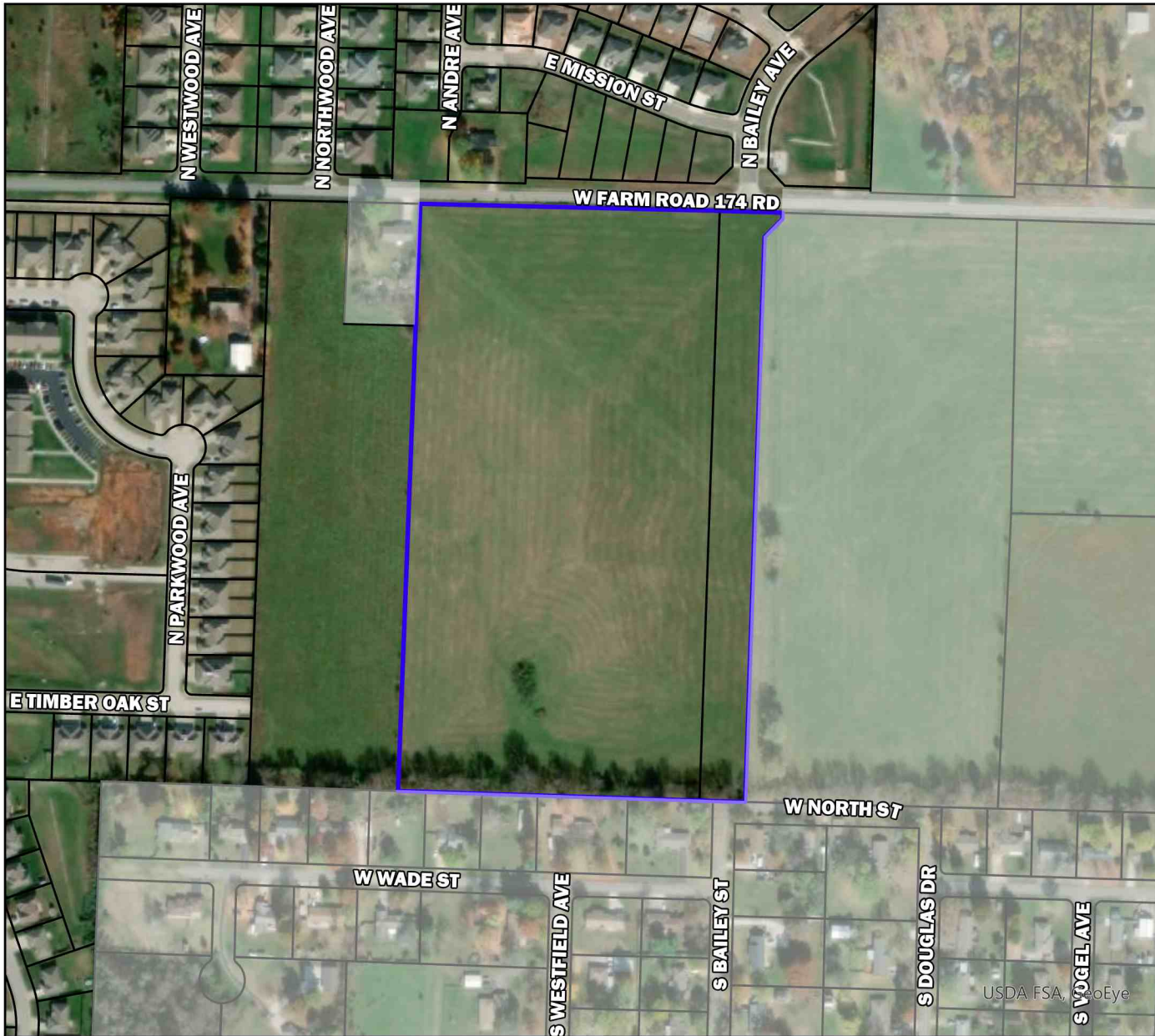
Approved as to Form: \_\_\_\_\_, Scott Ison, City Attorney

Final Passage and Vote: \_\_\_\_\_

# SUBD-PRE 20-004: Greenfield Estates

Item 15.

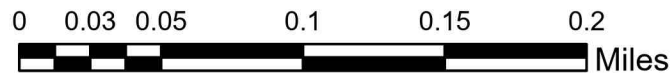
## Vicinity Map



### Legend

- Parcels
- Greenfield Estates

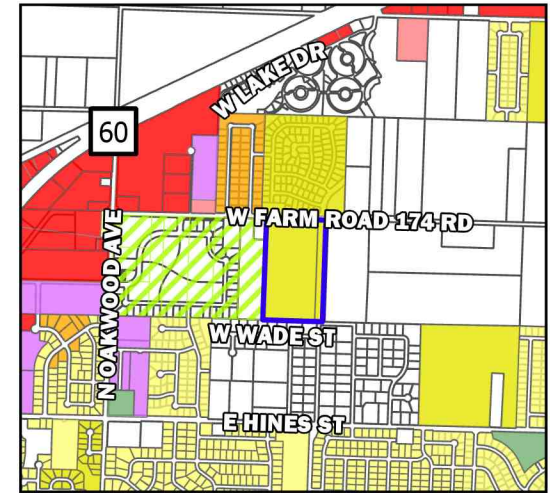
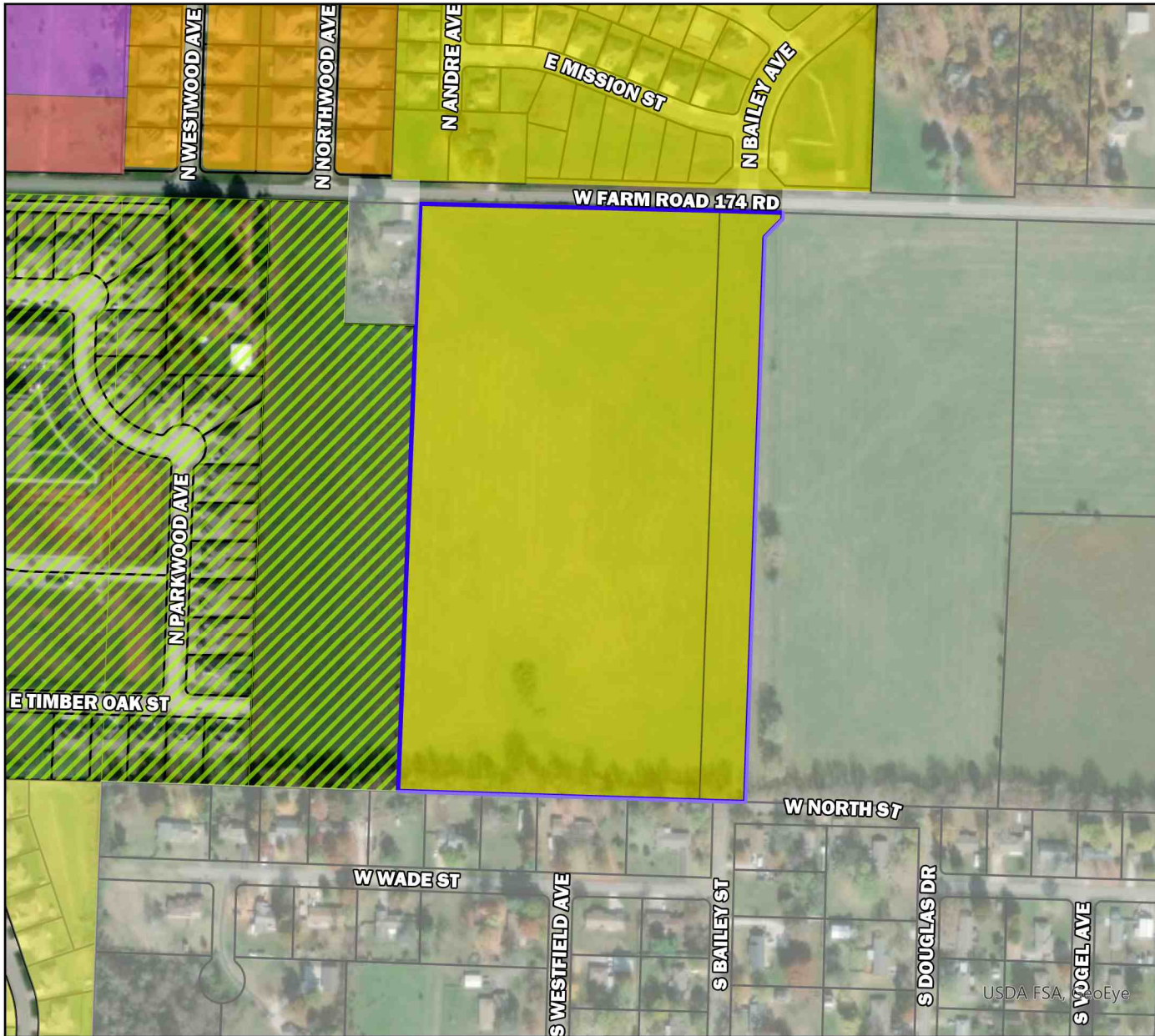
Parcel Owner: Rader Trust  
Parcel Address: 7500 Block of West Farm Road 174  
Area: 22.9 Acres  
Zoning: High Density Single-Family Residential (R1-H)  
Future Land Use Designation: Low Density Residential



# SUBD-PRE 20-004: Greenfield Estates

Item 15.

## Zoning Map



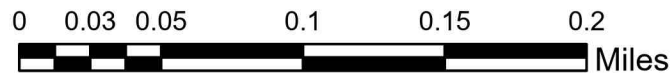
### Legend

- Parcels
- Greenfield Estates

### Zoning

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

Parcel Owner: Rader Trust  
 Parcel Address: 7500 Block of West Farm Road 174  
 Area: 22.9 Acres  
 Zoning: High Density Single-Family Residential (R1-H)  
 Future Land Use Designation: Low Density Residential





## AGENDA ITEM ANALYSIS

Project/Issue Name: 20-R-35 A Resolution of the City Council of the City of Republic, Missouri, Awarding the Financial Advisor Services and Authorizing the City Administrator to Enter into an Agreement for Said Services.

Submitted By: Debbie Parks

Date: September 15, 2020

### Issue Statement

Securing municipal financial advisor services for the assistance in the development of economic development financial policies, debt issuance development and oversight, investment programs, and financial planning and debt management.

### Discussion and/or Analysis

The City of Republic issued a Request for Qualifications for a Municipal Financial Advisor. The City received one response from the firm Piper/Sandler. Todd Goffoy, Managing Director will be the principal advisor assisting the City. The contract for services allows for assistance on City projects on a as needed basis to include, but not limited to:

- Evaluate options or alternatives with respect to the proposed new Issue(s),
- Consult with and/or advise the Client on actual or potential changes in marketplace practices, market conditions or other matters that may have an impact on the Issues or Products.
- Assist the City in establishing a plan of financing
- Assist the City in establishing the structure, timing, terms and other similar matters concerning the Issue.
- Prepare the financial schedule
- Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum
- Consult and meet with representatives of the City and its agents or consultants with respect to the issuance
- Attend meeting so the City's governance body, as requested
- Advise the City on the manner of sale of the Issue

- In a competitive bid sale, prepare the bid package, obtain CUSIP numbers assist the City in collecting and analyzing bids submitted by underwriters and in connection with the Client's selection of a winning bidder.
- At the time of sale, provide the Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
- In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the City on matters relating to retail or other order periods and syndicate priorities, review the order book, and if directed by the City, advise on the acceptability of the underwriters' pricing and offer to purchase
- Assist the City in identifying an underwriter in a negotiated sale or other deal participants such as an escrow agent, accountant, feasibility consultant, etc. wot work on the issue
- Respond to questions from underwriters
- Arrange and facilitate visits to, prepare materials for, and make recommendations to the City in connection with credit ratings agencies, insurers and other credit or liquidity providers
- Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
- Prepare a closing memorandum or transaction summary
- Provide advice on financing options related to the City's Capital Improvement Plan.
- Provide advice with respect to the City's investment options, strategies, and the administration of the investment any bond proceeds.
- Advise on local incentive programs including but not limited to CID, EEZ, TIF, NID, and TDD. Assist Finance Director and administrative team with creation local incentive programs.
- Provide other financial analysis and services to the City on an as needed basis.

The City will utilize the services on a project needed bases. The Financial Advisor will serve as the City's fiduciary agent in providing advice on complex financial transactions. The term of the Financial Services Agreement is 4 years. There is a 30-day termination clause.

The firm has broad experience in the areas solicited and has worked with many municipalities of varying sizes and budgets. The firm is qualified to perform the scope of work as outlined above.

#### **Recommended Action**

Staff recommends approving the Financial Advisor contract with Piper/Sandler.

RESOLUTION NO. 20-R-35

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AWARDING THE FINANCIAL ADVISOR SERVICES AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT FOR SAID SERVICES**

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

*WHEREAS*, the City solicited, through a request for qualifications, professionals to provide the City with municipal financial advisor services (herein called the "RFQ"); and

*WHEREAS*, one proposal was received through the RFQ and after scoring that firm, Piper/Sandler, was selected based upon the scoring; and

*WHEREAS*, in order to secure the services of Piper/Sandler, an agreement needs to be entered into between the City and Piper/Sandler; and

*WHEREAS*, the Council finds the selection of Piper/Sandler as the City's municipal financial advisor is needed and necessary for the future of the City.

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

Section 1. Piper/Sandler is selected as the City's municipal financial advisor.

Section 2. The City Administrator or designee, on behalf of the City, is authorized to enter into a Financial Services Agreement with Piper Sandler & Co., for services related to a municipal financial advisor, said Agreement to be in substantially the same form as "Attachment 1."

Section 3. The City Administrator or designee, on behalf of the City, is authorized to take the necessary steps to execute this Resolution.

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

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

***PASSED AND APPROVED*** at a regular meeting of the City Council of the City of Republic, Missouri, this 15<sup>th</sup> day of September 2020.

\_\_\_\_\_  
Matt Russell, Mayor

Attest:

\_\_\_\_\_  
Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison Date: 2020.09.12 16:48:13 -05'00', Scott Ison, City Attorney

RESOLUTION NO. 20-R-35

Final Passage and Vote: \_\_\_\_\_



**REQUEST FOR QUALIFICATIONS, RFQ #20-01-FD**  
**PROFESSIONAL CONSULTANT SERVICES**  
**FOR**  
**CITY OF REPUBLIC QUALIFIED MUNICIPAL FINANCIAL ADVISOR**

**FOR THE**  
**FINANCE DEPARTMENT**  
**CITY OF REPUBLIC, MISSOURI**

DEBBIE PARKS  
Finance Director  
213 North Main Street  
Republic, MO 65738  
(417) 732-3130

**NOTICE OF REQUEST FOR QUALIFICATIONS**

It is the intent of the City of Republic to receive statements of qualifications from professional firms/municipal financial advisors to assist with advising on municipal financial projects. The City will score applicants based on qualifications submitted and select a single firm to complete the work listed in scope of service. Any documents submitted in response to this RFQ must provide sufficient detail and information to allow a complete evaluation of its merit. The instructions contained herein should be followed for responses to be considered responsive to this RFQ. The City reserves the right to cancel this solicitation at any time.

**Qualification Submittals must be received by the City of Republic’s City Clerk in a sealed envelope that is clearly marked, “RFQ #20-02-FD, Municipal Financial Advisory Services for the City of Republic” no later than 3:00 PM CST Friday, July 17, 2020.**

**The City of Republic reserves the right to reject any and all Qualification Submittals, in whole or in part, to waive minor defects in the process, with or without cause, and to accept the Qualification Submittal deemed by the City to be in the City’s best interest.** There is no express or implied obligation for the City of Republic to reimburse responding firms for any expenses incurred through the preparation of responses to this Request for Qualification and no reimbursement will be made. Each selected firm will be required to enter an agreement with the City for professional services which will be drafted by the City.

Debbie Parks  
Debbie Parks, Finance Director

7/2/2020  
Date

## INTRODUCTION

The Request for Qualifications (“RFQ”) provides standards and guidelines for the submission of qualifications for the selection of an independent financial advisor to provide a full range of financial advisory services to the City of Republic, Missouri.

Services will include, but are not limited to, the following:

1. Financial Planning and Debt Management
2. Capital Budget Programming
3. Debt Issue Development and Oversight
4. Investment Program/Arbitrage-Rebate Management
5. Economic Development Advisory (including but not limited to CIDs, EEZs, TIFs, NIDs, and TDDs)

## BACKGROUND

The City of Republic is conveniently located a few miles from the City of Springfield, the third-largest city in Missouri, and benefits from Springfield’s demographics, economic statistics, and strong workforce. The City is rapidly growing through its mission to be “aggressively progressive through processes, relationships, and trust” as it provides for the community. The City had a 2019 census population of 16,938 and a real estate property assessed valuation of \$262,357,277. The City is experiencing rapid growth with 13.5% growth since the 2010 census. The City operates on a calendar year budget. For the 2020 fiscal year the City has appropriated \$22,396,795 in expenditures.

The City of Republic had \$11,164,003 in debt at the end of fiscal year 2019. The City’s annual debt payment is 13.1% of the annual budget. The City has several major projects in the exploratory phase and will begin work with the municipal financial advisor City Council approval and executed contract for services. Current projects include possible debt issuances, debt refunding and economic development advisory (including but not limited to CIDs, EEZs, TIFs, NIDs, and TDDs).

## SCOPE OF SERVICES

- Provide independent financial advice and serve solely in the interests of the City.
- Provide advice on financing options related to the City’s Capital Improvement Plan.
- Provide advice with respect to the City’s investment options, strategies, and the administration of the investment any bond proceeds.
- Evaluate various financing structures and propose financing methods to be considered for accomplishing City’s objectives. This will be done in conjunction with the City’s staff and legal counsel.
- Advise on local incentive programs including but not limited to CIDs, EEZs, TIFs, NIDs, and TDDs. Assist the administrative team with the creation of local incentive programs.
- Analyze and report on the advantages and disadvantages of proposed financing.

- Evaluate the projected cash flow from any revenue sources that may constitute security for any obligation incurred.
- Work with the City's legal counsel, underwriter, and City staff in recommending size, structure, specific terms, and conditions of a debt issue. Present information regarding methods of sale, including publicly offered and privately negotiated options.
- Advise the City on areas of industry specific knowledge that affects the financing and marketing of the proposed project's debt.
- Assist legal counsel and the City's Finance Director in preparing the text of an official statement and other necessary documents as required.
- Prepare credit profiles and assist City in making presentations to bond insurance companies and/or rating agencies.
- Prior to the sale of securities, assist in representing the City at information meetings at various locations if such meetings are necessary and desirable.
- Assist in negotiations with bond insurers and/or letter of credit providers.
- Manage competitive or negotiated sale processes.
- Prepare and deliver presentations designed to facilitate an understanding of public sector financing and its implications to the Mayor and Council.
- Provide other financial analysis and services to the City on an as needed basis.

#### QUALIFICATIONS/REQUIREMENTS

(1) Individual and/or firm is expected to possess adequate organization, facilities, and personnel to ensure that services are provided to the City of Republic in a prompt and efficient manner.

(2) The qualification shall identify the financial advisory team and any other key personnel, including sub-consultants and co-proposers. The people identified as this team will be the ones allowed to participate, in the event the team is invited for an interview.

A resume for each person listing specific relevant qualifications. Experience with other local governments and Missouri public finance matters should be included.

(3) Individual and/or firm must be available to the finance staff as needed, including email communication, conference calls, and special presentations conducted in-person or by conference calls as directed by the Finance Director or their designee.

(5) Provide recent experience from the last ten (10) years demonstrating current capacity, familiarity, and expertise in best practices. Experience that is similar in nature to the Scope of Services will be most useful.

(6) Consultant shall provide the name, address, and telephone number of five (5) clients (preferably Missouri cities) for whom services similar to those described in the request for Qualification has been performed in the past five years.

(7) The Consultant will disclose any professional or personal financial interest which could be a possible conflict of interest in representing the City. Consultant shall further disclose arrangements to derive additional compensation from various investment and reinvestment products, including financial contracts.

### SUBMITTAL REQUIREMENTS

Qualification Submittals should be in the format stated below:

- Three (3) Original Submissions and one electronic copy of your Statement of Qualifications must be submitted to the City no later than 3:00 p.m. Friday, July 17, 2020. Responses must be submitted in a sealed envelope clearly marked **"RFQ #20-02-FD, Municipal Financial Advisory Services for the City of Republic"** on the outside of the envelope or box and addressed to: **City of Republic City Clerk, 213 N Main Street, Republic, MO 65738.**
- Statements of Qualifications should contain the following:
  - **Title Page:** Name of individual/firm, address, telephone number, name of contact person, email of contact person, and the date of the submission.
  - **Transmittal Letter:** Addressed letter including a subject label containing the Services for which qualifications have been submitted and a statement of the contents of the Qualification Submittal with timestamp.
  - **Qualifications:** Include the requirements as listed in Qualification/Requirements
  - **References:** Include references as listed in Qualification/Requirements
  - **Sample Documents:** Applicants are encouraged to include examples of previous work that bears similarity to that of the Scope of Services

### SELECTION

All Qualification Submittals will be evaluated with respect to the completeness of the information provided, support for all claims made, and the overall approach taken.

- 1.) Experience as a financial advisor to other Missouri cities or governmental entities.
- 2.) Qualification, capabilities, background, and prior experience of the firm in providing professional municipal financial advisory services.
- 3.) Responsiveness of the proposal to the tasks to be performed as identified in the Scope of Services
- 4.) Scope of financial advisor services that are available for consideration. The quality of the provider's services, including the availability of resources to meet the schedule and program requirements and financial stability.
- 5.) The extent to which the services meet the City of Republic's needs.

**AWARD OF CONTRACT:**

Award of any contract arising from any proposal submitted as a result of this RFQ will require approval by the City of Republic's City Council as prescribed by City Ordinances and Resolutions.

# PIPER | SANDLER

## FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into on \_\_\_\_\_, 2020 by and between City of Republic, Missouri (the Client) and Piper Sandler & Co. (Piper Sandler or the Financial Services Provider). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the Effective Date).

### I. **Scope of Services.**

- (A) **Services to be provided.** Piper Sandler is engaged by the Client to provide services with respect to the planned issuance of the Client's bonds to be issued from time to time during the term of this Agreement (the Issue(s)).
- (B) **Scope of Services.** The Scope of Services to be provided respecting the Issue(s) may consist of the following, if directed by the Client:
1. Evaluate options or alternatives with respect to the proposed new Issue(s),
  2. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on the Issues or Products.
  3. Assist the Client in establishing a plan of financing
  4. Assist the Client in establishing the structure, timing, terms and other similar matters concerning the Issue
  5. Prepare the financing schedule
  6. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum
  7. Consult and meet with representatives of the Client and its agents or consultants with respect to the Issue
  8. Attend meetings of the Client's governing body, as requested
  9. Advise the Client on the manner of sale of the Issue
  10. In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client's selection of a winning bidder
  11. At the time of sale, provide the Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
  12. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the Client on matters relating to retail or other order periods and syndicate priorities, review the order book, and if directed by the Client, advise on the acceptability of the underwriter's pricing and offer to purchase
  13. Assist the Client in identifying an underwriter in a negotiated sale or other deal participants such as an escrow agent, accountant, feasibility consultant, etc. to work on the Issue
  14. Respond to questions from underwriters
  15. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
  16. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
  17. Prepare a closing memorandum or transaction summary

**For Services Respecting Official Statement.** Piper Sandler has not assumed responsibility for preparing or certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to written information about Piper Sandler as the municipal advisor if provided by Piper Sandler in writing for inclusion in such documents.

**II. Limitations on Scope of Services.** In order to clarify the extent of our relationship, Piper Sandler is required under MSRB Rule G-42<sup>1</sup> to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and the Financial Services Provider.

Unless explicitly directed by you in writing, the Scope of Services does not include evaluating advice or recommendations received by you from third parties.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.

**III. Amending Scope of Services.** The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

**IV. Compensation.** Compensation is based on a fixed fee and is contingent on closing. Once the plan of finance is determined, along with the approximate financing size and legal structure, a fixed fee will be mutually agreed to and provided in writing in the Schedule of Sources and Uses of Funds, along with all other related issuance costs. Compensation is payable in immediately available funds at closing. For the issuance of revenue bonds through the State Revolving Fund Program, in an approximate amount of \$15,000,000, the fixed fee shall be \$25,000.

**V. IRMA Matters.** If the Client has designated Piper Sandler as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper Sandler, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Sandler and Client agrees not to represent, publicly or to any specific person, that Piper Sandler is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper Sandler's prior written consent.

**VI. Piper Sandler's Regulatory Duties When Servicing the Client.** MSRB Rule G-42 requires that Piper Sandler undertake certain inquiries or investigations of and relating to the Client in order for Piper Sandler to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper Sandler know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper Sandler undertakes a determination of suitability of any recommendation made by Piper Sandler to the Client, if any or by others that Piper Sandler reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper Sandler any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

<sup>1</sup> See MSRB Rule G-42(c)(v).

Client agrees to cooperate, and to cause its agents to cooperate, with Piper Sandler in carrying out these duties to inquire or investigate, including providing to Piper Sandler accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper Sandler provide advice with regard to any recommendation made by a third party, the Client will provide to Piper Sandler written direction to do so as well as any information it has received from such third party relating to its recommendation.

**VII. Expenses.** Piper Sandler will be responsible for all of Piper Sandler's out-of-pocket expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

**VIII. Term of Agreement.** The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, on December 31, 2024.

This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. All fees due to Piper Sandler shall be due and payable upon termination. Upon termination, the obligations of Piper Sandler under this Agreement, including any amendment shall terminate immediately and Piper Sandler shall thereafter have no continuing fiduciary or other duties to the Client. The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

**IX. Independent Contractor.** The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Client.

**X. Entire Agreement/Amendments.** This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and Client.

**XI. Required Disclosures.** MSRB Rule G-42 requires that Piper Sandler provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Sandler's Disclosure Statement attached as Appendix A to this Agreement.

**XII. Limitation of Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper Sandler or any of its associated persons, Piper Sandler and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Sandler to the Client. No recourse shall be had against Piper Sandler for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or

Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Sandler's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

**XIII. Indemnification.** Unless prohibited by law, the Client hereby indemnifies and holds harmless the Financial Services Provider, each individual, corporation, partnership, trust, association or other entity controlling the Financial Services Provider, any affiliate of the Financial Services Provider or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon any allegation that any information in the Preliminary Official Statement or Final Official Statement contained (as of any relevant time) an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

**XIV. Official Statement.** The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of the Financial Services Provider to advise the Client respecting these laws shall not constitute a breach by the Financial Services Provider or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connection with an issuance of securities are statements of the Client and not of Piper Sandler.

**XV. Notices.** Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

City of Republic  
213 North Main Street  
Republic, MO 65738

Debbie Parks, Finance Director  
417-732-3130  
dparks@republicmo.com

Or to the Financial Services Provider at:

Piper Sandler & Co.  
11635 Rosewood Street  
Leawood, KS 66211

Todd Goffoy, Managing Director  
913-345-3373  
Todd.Goffoy@psc.com

With a copy to:

Piper Sandler & Co.  
Legal Department

800 Nicollet Mall, Suite 900  
Minneapolis, MN 55402

**XVI. Consent to Jurisdiction; Service of Process.** The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in the state of Missouri for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a State or Federal court sitting in the state of Missouri and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

**XVII. Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the state of Missouri.

**XVIII. Counterparts; Severability.** This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

**XIX. Waiver of Jury Trial.** THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

**XX. No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**XXI. Authority.** The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Sandler's performance of its activities under this Agreement:

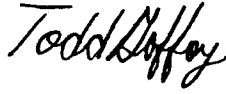
Debbie Parks, Finance Director

The following individuals at Piper Sandler have the authority to direct Piper Sandler's performance of its activities under this Agreement:

Todd Goffoy, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

Piper Sandler & Co.



By: \_\_\_\_\_  
Todd Goffoy  
Its: Managing Director  
Date: \_\_\_\_\_

ACCEPTED AND AGREED:

CITY OF REPUBLIC

By: \_\_\_\_\_  
Debbie Parks  
Its: Finance Director  
Date: \_\_\_\_\_

Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A brochure is posted on the website of the MSRB, at [www.msrb.org](http://www.msrb.org) that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

## APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Sandler provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Sandler required to be disclosed pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) **Disclosures of Conflicts of Interest.** The Rule requires that Piper Sandler provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Sandler is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Sandler's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Sandler potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

**Compensation-Based Conflicts.** The fees due under the Agreement are based on the size of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

**Transactions in Client's Securities.** As a municipal advisor, Piper Sandler cannot act as an underwriter in connection with the same issue of bonds for which Piper Sandler is acting as a municipal advisor. From time to time, Piper Sandler or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Sandler's regulatory duties to the Client, Piper Sandler's activities are engaged in on customary terms through units of Piper Sandler that operate independently from Piper Sandler's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Sandler to you under the Agreement.

(B) **Disclosures of Information Regarding Legal Events and Disciplinary History.** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Sandler sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Piper Sandler or the integrity of Piper Sandler's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Piper Sandler has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) **How to Access Form MA and Form MA-I Filings.** Piper Sandler's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Sandler in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Sandler on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Sandler's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Sandler's CRD number is 665.

(D) **Future Supplemental Disclosures.** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Sandler. Piper Sandler will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.



## AGENDA ITEM ANALYSIS

Project/Issue Name: 20-R-36 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Execute a First Change Order for the Parking Lot and Driveway Paving at the Republic Animal Control Facility.

Submitted By: Andrew Nelson, BUILDS Director

Date: September 15, 2020

### Issue Statement

To amend the not to exceed amount for animal control paving in Resolution 20-24.

### Discussion and/or Analysis

The City Council on July 21<sup>st</sup>, approved award of the paving of parking and driveway at the Republic Animal Control Facility to American Paving Co. Inc. via Resolution 20-24. During preconstruction discussions it was decided to increase the amount of 8" thick asphalt in order to accommodate trash service trucks as well as to include striping of the parking lot, originally to be done by the City.

The original not to exceed amount approved for this job was \$28,744.00. with the additional asphalt and striping the new total is \$34,069.00, a difference of \$5,325.00.

### Recommended Action

Staff recommends approval.

RESOLUTION NO. 20-R-36

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A FIRST CHANGE ORDER FOR THE PARKING LOT AND DRIVEWAY PAVING AT THE REPUBLIC ANIMAL CONTROL FACILITY**

*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 agreement with American Paving Co. Inc., pursuant to Resolution 19-R-24 for the parking lot and driveway paving at the Republic Animal Control Facility (herein called the "Project"); and

*WHEREAS*, during pre-construction meetings, the decision was made to increase the thickness of the asphalt to accommodate heavier vehicles and also to stripe the parking lot for the Project; and

*WHEREAS*, the Council desires to accept this change order to facilitate the completion of the Project.

***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 of Republic, is authorized to execute change order one in the amount not to exceed \$5,325.00, said first change order to be in substantially the same form as "Attachment 1".
- 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 15<sup>th</sup> day of September 2020.

\_\_\_\_\_  
Matt Russell, Mayor

Attest:

\_\_\_\_\_  
Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison  
Date: 2020.09.13 10:27:37  
-05'00' \_\_\_\_\_, Scott Ison, City Attorney

Final Passage and Vote: \_\_\_\_\_

# INVOICE 08/22/2020

## AMERICAN PAVING CO. INC.

354 WREN ROAD  
ROGERSVILLE, MO. 65742

417- 425-4915 CELL - John  
417- 425-9907 CELL - Andy

[americanpaving@att.net](mailto:americanpaving@att.net)  
Fed Tax ID No. 47-0859396

Date : August 22, 2020

Contact Phone No :

Property Owners : CITY OF REPUBLIC

Property Location : HWY 174, REPUBLIC, MO.

*Dear Mr. STACEY*

*American Asphalt Paving Co. Inc., thanks you for the opportunity provided us in Paving your needs. All job specifications have been meet with quality workmanship and materials.*

*AS PER WRITTEN CONTRACT FOR PAVING OF DOG FACILITY*

*ORIGINAL CONTRACT \$28,744*

*AREA 38 FT. X 60 FT. BID AT 3 INCHES- AT REQUEST LAID 8 INCHES – 2280 SQ. FT. X ADDITIONAL 5 INCHES EXTRA 70 TON*

*ADDITIONAL PAVING \$ 4,640*

*LABOR FOR PREPARATION OF LOT – HC. / FIX DIFFERENT HEIGHTS , PROVIDE 1 LOAD OF BASE ROCK,*

*PREPARATION WORK AND ROCK \$ 385*

*STRIPING OF LOT = \$ 300*

**Amount Now Due \$ 34,069**



## AGENDA ITEM ANALYSIS

Project/Issue Name: 20-R-37 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Execute a First Change Order for the Fencing and Kennel Construction at the Republic Animal Control Facility.

Submitted By: Andrew Nelson, BUILDS Director

Date: September 15, 2020

### Issue Statement

To authorize and Addendum to the Carnahan White Contract for fencing and kennel construction at the Animal Control Facility; the previously approved contract was approved by Resolution on June 02, 2020 (20-R-19).

### Discussion and/or Analysis

The City of Republic solicited bids for the construction and installation of forty (40) interior and exterior dog runs constructed of six (6) foot chain link fencing, gates, and divider panels. The construction and installation of the units created an area between the building and the structural post of the units, which could be potentially dangerous to a dog.

The City requested Carnahan White provide an additional eighteen (18) four (4) foot divider panels to mitigate the danger for each run as a Change Order; Change Order #1 is for \$6,125.

### Recommended Action

Staff is recommending approval of the Addendum to the contract.

RESOLUTION NO. 20-R-37

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A FIRST CHANGE ORDER FOR THE FENCING AND KENNEL CONSTRUCTION AT THE REPUBLIC ANIMAL CONTROL FACILITY**

*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 agreement with Carnahan White, LLC, pursuant to Resolution 19-R-19 for the fencing and kennel construction at the Republic Animal Control Facility (herein called the "Project"); and

*WHEREAS*, during construction on the Project, a potential issue was discovered that required additional materials and work to be completed; and

*WHEREAS*, the Council desires to accept this change order to facilitate the completion of the Project.

***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 of Republic, is authorized to execute change order one in the amount not to exceed \$6,125.00, said first change order to be in substantially the same form as "Attachment 1".

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 15<sup>th</sup> day of September 2020.

\_\_\_\_\_  
Matt Russell, Mayor

Attest:

\_\_\_\_\_  
Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison  
Date: 2020.09.13 10:37:58  
-05'00', Scott Ison, City Attorney

Final Passage and Vote: \_\_\_\_\_



# REPUBLIC BUILDS

Public Works • Community Development

## CHANGE ORDER 1

To: Carnahan White LLC, Contractor

Date: 8/24/20

Project: Perimeter Fencing and Kennel Barriers for the Animal Control Center

**Description and Reason for Change:**


To add 4' tall aluminum dividers to the outside dog runs to match the inside dog runs.

**Estimate of Cost**


Item	Units Added/Subtracted	Amount Overrun/underrun
4' aluminum divider panels	18	\$ 6,125

**Settlement of Cost**

Original Contract Amount		\$ 53,800
Overrun/Underrun this Order	\$ 6,125	
Previous Overrun/Underrun	-	
Total Overrun/Underrun to Date	\$ 6,125	
<b>New Total Contract Amount</b>		<b>\$ 59,925</b>

City Engineer:   
Digitally signed by  
Garrett Brickner  
Date: 2020.08.24  
08:29:24-05'00'

City Administrator: 

Finance Director: 

Contractor: 

Republic BUILDS  
Community Development & Public Works Department  
204 North Main  
Republic, Missouri 65738-1472  
Phone: (417) 732-3150 Fax: (417) 732-3199  
[www.republicmo.com](http://www.republicmo.com)

## AGENDA ITEM ANALYSIS

Project/Issue Name: 20-R-38 A Resolution of the City Council of the City of Republic, Missouri, Awarding the Design, Engineering, and Architectural Services Relating to the Development of a New Community Development/Public Works Building and Authorizing the City Administrator to Enter into an Agreement for Said Services.

Submitted By: Garrett Brickner, Engineering Director

Date: September 15, 2020

### Issue Statement

To award H Design group for design, engineering, and architectural services relating to the development of a new Community Development/Public Works Building.

### Discussion and/or Analysis

The City of Republic requested Qualifications for the design, engineering, and architectural services relating to the development of a new Community Development/Public Works Building. The City received eight proposals from which five were given the opportunity to interview for the services award and H Design group was scored number one out of these five.

The request for qualifications described the project as: approximately 24,000 – 30,000 square feet with approximately 14,000 garage area with at least six to eight (6-8) drive through bays to accommodate large equipment, dump trucks, and trailers. Securable outdoor equipment storage for approximately 75 vehicles, machinery, and trailers as well as outdoor covered material storage areas will also be required. Approximately 10,000-16,000 square feet finished area containing: Office space to accommodate ten to fifteen (10-15) administrative personnel, record retention area, breakroom/lunchroom, conference/training room, locker rooms, and showers to accommodate approximately fifty (50) field staff.

H Design will approach this project by breaking it into the following tasks

1. Needs Assessment
2. Conceptual Design
3. Final Design
4. Construction Related Services
5. Optional added services

The fee H Design is proposing for themselves and their consultant's for tasks 1-4 is \$399,952 with an optional task 5 at \$43,345 for a total of \$443,297. The breakdown of the tasks can be seen in the exhibit.

### Recommended Action

Staff recommends approval.

RESOLUTION NO. 20-R-38

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,  
AWARDING THE DESIGN, ENGINEERING, AND ARCHITECTURAL SERVICES  
RELATING TO THE DEVELOPMENT OF A NEW COMMUNITY  
DEVELOPMENT/PUBLIC WORKS BUILDING AND AUTHORIZING THE CITY  
ADMINISTRATOR TO ENTER INTO AN AGREEMENT FOR SAID SERVICES**

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

*WHEREAS*, the City solicited, through a request for qualifications, professionals to provide the City with design, engineering, and architectural services relating to the development of a new Community Development/Public Works building (herein called the “RFQ”); and

*WHEREAS*, eight proposals were received through the RFQ and after scoring the firms, H Design Group, was selected based upon the scoring; and

*WHEREAS*, to secure the services of H Design Group, an agreement needs to be entered into between the City and H Design Group; and

*WHEREAS*, the Council finds the selection of H Design Group for the design, engineering, and architectural services relating to the development of a new Community Development/Public Works building is needed and necessary for the future of the City.

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

Section 1. H Design Group is selected for the design, engineering, and architectural services relating to the development of a new Community Development/Public Works building.

Section 2. The City Administrator or designee, on behalf of the City, is authorized to enter into an Agreement with H Design Group for services related to the design, engineering, and architectural services relating to the development of a new Community Development/Public Works building, said Agreement to be in substantially the same form as “Attachment 1” in an amount not to exceed \$443,297.00.

Section 3. The City Administrator or designee, on behalf of the City, is authorized to take the necessary steps to execute this Resolution.

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

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

***PASSED AND APPROVED*** at a regular meeting of the City Council of the City of Republic, Missouri, this 15<sup>th</sup> day of September 2020.

RESOLUTION NO. 20-R-38

\_\_\_\_\_  
Matt Russell, Mayor

Attest:

\_\_\_\_\_  
Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison  
Date: 2020.09.13 10:54:20  
-05'00' \_\_\_\_\_, Scott Ison, City Attorney

Final Passage and Vote: \_\_\_\_\_

## Exhibit A

Base Scope of Services- 09-10-2020

Public Works Facility

Republic, Missouri

### Task 1: Needs Assessment Study Task

To review and evaluate the functional requirements as input into the design process which will ensure a facility which responds to the needs of City of Republic. To ensure that the functional requirements, including circulation and proximity relationships, are appropriately addressed in the Conceptual Design.

#### Task 1A-Assess Public Works Department Operational Requirements.

##### Data Collection & Distribution:

- Review requirements for various departments listed.
- Review all support facility requirements.
- Review storage requirements for on-site & off-site requirements.
- Summarize potential energy conservation & sustainability features.
- Assist the Client in the development of an appropriate scope of work to retain required specialty consultants such as Surveying, Geotechnical Consultant, Testing Laboratory and Traffic Impact Studies.
- Develop interview questionnaires to be used during the programming sessions with City of St. Republic staff and provide these questionnaires to the City for distribution prior to the Programming Orientation meeting.

##### Code and Regulatory Agency Research:

- Research and identify applicable building codes
- Identify and research Regulatory agency requirements.
- Research and confirm the availability and capacity of existing utility systems for:
  - Electric Power
  - Natural Gas
  - Communications / Data
  - Storm sewer.
  - Water
- Confirm Zoning Restrictions applicable to the project site. (Owner will be responsible for rezoning to M-2)
- Determine storm water management system requirements related to both quantity and quality of storm water runoff.
- Contact with permitting/regulatory agencies as appropriate to ascertain requirements, approval processes, timelines for approvals, and fees.

#### Task 1B & 1C-Building Programming

##### Space Needs Program: Orientation Meeting

- Conduct an orientation/kick-off meeting for all key City of Republic staff. Review programming questionnaires previously provided to the staff, discuss programming process, and address issues to assure most effective participation by key staff.
- Develop space program requirements for the facility based on information and Owner's 20-year projections developed as part of the data collection effort.
- Determine number and size of various workstations.

- Tour existing facilities in order to gain an understanding of current operating philosophies and conditions.
- Conduct programming interviews with key City of Republic staff to stimulate dialogue relating to staff, and vehicle projections, office, shop, and storage space requirements, as well as general operating practices.
- Review requirements for vehicle repair bays and associated shops.
- Review requirements for workshops and material storage areas.
- Review support facilities requirements including offices, restrooms, lunchrooms, and locker areas.
- Review building and yard storage requirements for equipment, parts, and materials.
- Review requirements for vehicle storage, parking, washing and fueling.
- Determine storage requirements for parts, materials, and equipment.
- Determine parking requirements for City employees, visitor, and delivery vehicles.
- Identify vehicular clearance requirements throughout the interior of the facility.

### **Task 1C- Masterplanning**

#### **Conceptual Site & Floor Plans: On-site charrette.**

- Identify potential alternatives to meet the requirements established in previous task.
- Participate in an on-site design charrette working directly with the Design Team and City of Republic to develop at least three alternatives for site configuration and general building design. During this on-site process, alternatives will be reviewed by City of Republic staff. Based on review comments, selected alternatives will be refined and presented for review. A final review meeting will result in a selected Master Plan and Conceptual Design.
- Site issues addressed will include:
  - Developing circulation patterns for vehicles, materials and personnel that will provide the most efficient, cost effective, and safest maintenance operation.
  - Developing ingress and egress routes, which maximize safety and security and minimize vehicular and pedestrian conflict on and off the site.
  - Establishing site area relationships including administration, operations, and maintenance facilities and City of Republic, employee, delivery and visitor parking.
- Facility issues addressed will include:
  - Developing circulation patterns for equipment, materials, and personnel within the buildings and their relation to site circulation patterns.
  - Establishing functional area relationships both between departments and between workstations within the department. Primary considerations to be industrial workflow, supervision and safety.
  - Reviewing architectural design for functional response to program and adherence to approved maintenance concept.
- Equipment Programming: The City of Republic will assist the Design Team in providing a detailed design inventory of the existing shop equipment, by functional area, which will be relocated to the new facility. HDG will provide the City Staff with instruction and inventory forms. The information collected will include description, quantity, manufacturer, model number, and utility requirement.
- Space Needs Program: HDG will provide a Space Needs Program that documents the programming process and provides the final Space Needs Program. The program will be distributed to the Design Team and key City of Republic staff for review prior to the charrette.
- Discuss mechanical system options and relative pros/cons (energy use being a part of this) but narrow down to one or two systems during the charrette.
- Establish, with the City and Design Team's direct input the base design criteria to be used for planning and designing the new facilities. This design criteria information will identify preliminary functional requirements for building systems including architectural, civil, structural, equipment, mechanical, electrical and plumbing such as:
  - Materials, finishes, and clearance requirements throughout the project.
  - General site grading, paving, and drainage issues.

- Functional spacing and placement of structural systems.
- General ventilation requirements for each functional area including repair bays, maintenance shops, welding, battery, wash areas, and lower level work areas.
- Minimum design temperatures for heating and cooling for each functional area.
- Lighting levels and type of lighting for all exterior areas including employee and visitor parking, repair staging, vehicle circulation areas, and outside secure storage.
- Lighting levels and type of lighting for each functional area within the facility.
- Functional areas and equipment to be included on emergency power generating system.
- Fire protection and service fluids piping and storage systems.
- Design impacts on the use of alternative fuels.
- Lessons Learned from other similar facility design and construction efforts.

#### **Task 1D-Opinion of Probable Construction Cost:**

Based on the selected Master Plan, the HDG Team will create a preliminary square footage construction cost estimate for the project.

#### **Task 1 Deliverables: Masterplan Design Report including the following**

- Programming Questionnaires
- Final Space Needs Program
- Preliminary Equipment List
- Floor Plan & Site Plan Schematics.
- Square Footage Cost Estimate of Construction.
- Presentation of final report to City and Board of Alderman.

During Task #1, the Architect will assist the Owner in soliciting and interviewing for a Construction Management company.

## **Task 2: Conceptual Design**

#### **Task 2A- 50% Design Documents**

During the Preliminary Design Phase, our team will attend a 2-day design team workshop in Springfield to coordinate disciplines for implementation into the design.

#### **General Information**

- Complete cover sheet with general project information, requirements, index, conceptual rendering, zoning data, building code information, and site location map.
- Complete outline technical specifications for all front-end (Division #1) sections of the project.

#### **Site Design & Civil Engineering:**

- Coordinate requirements related to the Geotechnical Investigation.
- Review recommendations of the Geotechnical report for inclusion in designs.
- Determine potential Corps of Engineers Section 404 permitting requirements.
- Further develop and prepare drawings illustrating all site elements, including functional and transit operations planning.
- Establish building finish floor elevations considering flood plain issues, utility connections, storm water management system requirements, and general site grading issues.
- Meet with local Fire Department to confirm Fire Department Access requirements, fire hydrant requirements, and fire

suppression system requirements.

- Request/review hydrant flow tests to assess system static and residual pressures and expected maximum available flow rates for fire suppression systems.
- Complete a 50% level preliminary design of civil engineering components of the project, including (but not limited to)
  - Site Layout/ configuration.
  - Site ingress and egress.
  - Parking Layout for employees, customers, and fleet vehicles.
  - Confirm site layout design with horizontal geometric requirements for vehicular turning movements.
  - Site Grading.
  - Develop a 3D digital terrain model for quantifying earthwork.
  - Confirm vertical clearance envelope requirements of design vehicles with preliminary grading design.
  - Storm water management system study.
  - Storm sewer systems.
  - Underground systems for collection/ conveyance of roof drainage.
  - Storm water detention systems.
  - Storm water treatment systems.
  - Exterior Oil / sand separators.
  - Sanitary sewer service line systems.
  - Domestic water service systems, including metering.
  - Fire suppression services systems, including cross-connection control.
  - Fire Hydrant service lines/ loops.
  - Pavements, walks, and ramps.
  - Coordinate utility locations for electrical power, natural gas, communications/ data, and security systems with MEP consultant.
  - Spill containment areas for potential fuel spills at fueling islands.
  - Oil / Water separator for fuel containment areas.
  - Assess potential utility system conflicts.
  - Temporary erosion and sediment control systems.
  - Civil Outline Technical Specifications

#### **Architectural Design:**

- Based on selected concept, design a floor plan layout, building components, equipment selections, equipment layout, materials, and coordinate architectural designs with civil, structural, mechanical, electrical and plumbing system components.
- Complete a final code and zoning review analysis.
- Complete a 50% level design of architectural components of the project, including (but not limited to):
  - Architectural Site Plan
  - Landscaping Plan
  - Landscaping & planting Details.
  - Site Plan Details of perimeter fencing, gates, trash enclosures, bollard details, accessible signage, etc.
  - Overall Floor Plan(s) of each building.
  - Enlarged Floor Plan Details
  - Overall Roof Plan with Details.
  - Door, Window and Room Finish Schedule.
  - Exterior Building Elevations
  - Enlarged Building Elevation Details.
  - Building sections
  - Enlarged Wall Section Details.

- Interior Elevations
- Millwork Elevations, Sections & Details.
- Reflected Ceiling Plans.
- Architectural Outline Technical Specifications.

#### **Structural Design:**

- Perform structural calculations based on pre-engineered metal building system.
- Complete a 50% level design of structural components of the project, including (but not limited to):
  - Foundation Plan(s) & Details
  - General framing Plan(s) with loading requirements.
  - General Structural Notes
  - Structural Outline Technical Specifications.

#### **Equipment Design:**

- Inventory existing shop equipment, by functional area, which will be relocated to the new facility. Include description, quantity, manufacturer, model number, and utility requirements.
- Participate in equipment review meeting with City of Republic to review, by functional area, maintenance and service equipment needed to support maintenance activities. Maintenance equipment includes storage equipment, shop equipment, wash equipment, vehicle exhaust systems, lifts, and cranes. Service equipment includes compressed air system components (i.e., compressor, dryer, hose reels, filter/regulator/lubricator) and lubrication system components (i.e., pumps, tanks, hose reels). Identify quantities required, dimensions, and impact on other design team disciplines. During the review meeting with City of St. Republic staff, HDG will present the Preliminary Equipment List, Cutsheets and Preliminary Equipment Layout Drawings to ensure that all equipment requirements have been addressed.
- Update equipment list to be consistent with equipment layout drawings and facility design. Equipment to be listed by functional area within each department, alphabetically by description and numerically by equipment identifier. Equipment list includes information regarding description, quantity, price, dimensions, procurement strategies, specification responsibility, and discipline coordination matrix
- Complete a 50% level design of equipment components of the project, including (but not limited to):
  - Maintenance Equipment Layout Drawings.
  - Service Equipment Drawings
  - Discipline Coordination Drawings
  - Updated Equipment Lists/Manuals
  - Updated Discipline Coordination Schedule
  - Specification Letter and Draft Specifications
  - Preliminary Design package review comments

#### **Mechanical, Electrical & Plumbing Systems Design:**

- Complete a 50% level design of MEP components of the project, including (but not limited to):
  - Heating, Ventilating and air conditioning systems
  - Plumbing System
  - Lube, Maintenance Fluid, and Compressed Air distribution system design
  - Car/Truck muffler exhaust system design
  - Emergency power generator system design.
  - Vehicle Wash System MEP utilities design.
  - Electrical systems design.
  - Fire protection system design performance specification includes general fire sprinkler and fire alarm design

- information, fire alarm device locations.
- Site Lighting systems design.
- Telephone and data boxes & conduit.
- Conduit and boxes (rough-in) to support audio/visual systems.
- Conduit and boxes (rough-in) to support security systems.
- MEP Outline Technical Specifications.

**Task 2 Deliverables:**

- 50% Preliminary Design Package
- Outline Technical Specifications
- Service Equipment Manuals
- Design Team Presentation of Preliminary Design Documents & Budget with work session.

## **Task 3: Final Design**

### **Task 3A- 100% Bid Documents**

During the generation of the Bid Document creation phase, our team will attend a 2-day design team workshop in Springfield to coordinate disciplines for implementation into the design.

**General Information**

- Complete cover sheet with general project information, requirements, index, conceptual rendering, zoning data, building code information, and site location map.
- Complete outline technical specifications for all front-end (Division #1) sections of the project.

**Site Design & Civil Engineering:**

- Assist the Owner with submitting a Notice of Intent to the Missouri Department of Natural Resources (MDNR) by completing technical portions of the NOI application as well as preparing supporting documents.
- As required by MDNR, prepare a written Storm Water Pollution Prevention Plan for use at the construction site.
- Complete a 100% level final design of civil engineering components of the project, including (but not limited to)
  - Site Layout/ configuration.
  - Site ingress and egress.
  - Parking Layout for employees, customers, and fleet vehicles.
  - Confirm site layout design with horizontal geometric requirements for vehicular turning movements.
  - Site Grading.
  - Develop a 3D digital terrain model for quantifying earthwork.
  - Confirm vertical clearance envelope requirements of design vehicles with preliminary grading design.
  - Storm water management system study.
  - Storm sewer systems.
  - Underground systems for collection/ conveyance of roof drainage.
  - Storm water detention systems.
  - Storm water treatment systems.
  - Exterior Oil / sand separators.
  - Sanitary sewer service line systems.
  - Domestic water service systems, including metering.
  - Fire suppression services systems, including cross-connection control.
  - Fire Hydrant service lines/ loops.

- Pavements, walks, and ramps.
- Coordinate utility locations for electrical power, natural gas, communications/ data, and security systems with MEP consultant.
- Spill containment areas for potential fuel spills at fueling islands.
- Oil / Water separator for fuel containment areas.
- Assess potential utility system conflicts.
- Temporary erosion and sediment control systems.
- Civil Outline Technical Specifications

#### **Architectural Design:**

- Based on selected concept, design a floor plan layout, building components, equipment selections, equipment layout, materials, and coordinate architectural designs with civil, structural, mechanical, electrical and plumbing system components.
- Complete a 100% level design of architectural components of the project, including (but not limited to):
  - Architectural Site Plan
  - Landscaping Plan
  - Landscaping & planting Details.
  - Site Plan Details of perimeter fencing, gates, trash enclosures, bollard details, accessible signage, etc.
  - Overall Floor Plan(s) of each building.
  - Enlarged Floor Plan Details
  - Overall Roof Plan with Details.
  - Door, Window and Room Finish Schedule.
  - Exterior Building Elevations
  - Enlarged Building Elevation Details.
  - Building sections
  - Enlarged Wall Section Details.
  - Interior Elevations
  - Millwork Elevations, Sections & Details.
  - Reflected Ceiling Plans.
  - Architectural Technical Specifications.

#### **Structural Design:**

- Perform structural calculations based on pre-engineered metal building.
- Complete a 100% level design of structural components of the project, including (but not limited to):
  - Foundation Plan(s) & Details
  - General framing Plan(s) with loading requirements.
  - General Structural Notes
  - Structural Outline Technical Specifications.

#### **Equipment Design:**

- Complete a 100% level design of Specialty Equipment for the project, including (but not limited to):
  - Equipment Layout Drawings.
  - Service Equipment Drawings.
  - Signage and Striping Drawings.
  - Equipment List and Cost Estimate.
  - Equipment Specifications.
  - Design Documents package review comments.

**Mechanical, Electrical & Plumbing Systems Design:**

- Complete a 100% level design of MEP components of the project, including (but not limited to):
  - Heating, Ventilating and air conditioning systems
  - Plumbing System
  - Lube, Maintenance Fluid, and Compressed Air distribution system design
  - Car/Truck muffler exhaust system design
  - Emergency power generator system design.
  - Vehicle Wash System MEP utilities design.
  - Electrical systems design.
  - Fire protection system design performance specification includes general fire sprinkler and fire alarm design information, fire alarm device locations.
  - Site Lighting systems design.
  - Telephone and data boxes & conduit.
  - Conduit and boxes (rough-in) to support audio/visual systems.
  - Conduit and boxes (rough-in) to support security systems.
  - MEP Technical Specifications.

**Task 3B- Bid Phase Services**

Assist the owner in obtaining qualified general contractor bids for construction and obtaining necessary building permits for construction. The HDG Team shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the HDG Team shall assist the Owner in (1) obtaining competitive bids (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

- The HDG Team shall assist the owner in bidding the project by:
  - Procuring the reproduction of Bidding Documents for owner's distribution to prospective bidders.
  - Organizing and conducting a pre-bid conference for prospective bidders.
  - Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda and/or supplemental instructions.
  - Owner Provided Services during bidding: Assembling Consultant's documents together with City of Republic standard contracting documents; advertising for competitive bids; administration of the bidding process; organizing and conducting the opening of bids, preparing construction contracts; and executing construction contracts.
- The HDG team shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.
- The HDG Team shall assemble and submit all necessary documents to governing authorities and jurisdictions for plan review and permitting. In response to any plan review comments, the HDG Team will prepare formal responses in the form of addenda and/or supplemental instructions.

**Task 3 Deliverables:**

- One digital set on CD of sealed construction documents and specifications to the Owner.
- Note: All city application fees, plan review & permitting fees are excluded.

## **Task 4: Construction Related Services**

### **Task 4A-Construction Phase & Close-Out Services.**

To represent the Owner during construction to insure that the construction follows the requirements set forth in the construction documents and specifications.

- General
  - The HDG Team shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the HDG Team’s services under this Agreement unless the Owner and the HDG Team amend this Agreement.
  - The HDG Team shall advise and consult with the Owner during the Construction Phase Services. The HDG Team shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The HDG Team shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the HDG Team be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The HDG Team shall be responsible for the HDG Team’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
  - The HDG Team’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminate on the date the HDG Team issues the final Certificate for Payment.
  
- Evaluations of the work
  - The HDG Team shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the HDG Team shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the HDG Team shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.
  - The HDG Team has the authority to reject Work that does not conform to the Contract Documents. Whenever the HDG Team considers it necessary or advisable, the HDG Team shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the HDG Team nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the HDG Team to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
  - The HDG Team shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The HDG Team’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
  - Interpretations and decisions of the HDG Team shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the HDG Team shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The HDG Team’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

- Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the HDG Team shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.
  
- Submittals
  - The HDG Team shall review the Contractor’s submittal schedule and shall not unreasonably delay or withhold approval. The HDG Team’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the HDG Team’s professional judgment to permit adequate review.
  - In accordance with the HDG Team-approved submittal schedule, the HDG Team shall review and approve or take other appropriate action upon the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The HDG Team’s review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the HDG Team, of any construction means, methods, techniques, sequences or procedures. The HDG Team’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.
  - If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the HDG Team shall specify the appropriate performance and design criteria that such services must satisfy. The HDG Team shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional’s seal and signature when submitted to the HDG Team. The HDG Team shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.
  - The HDG Team shall review and respond to requests for information about the Contract Documents. The HDG Team shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The HDG Team’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the HDG Team shall prepare and issue supplemental Drawings and Specifications in response to requests for information.
  - The HDG Team shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.
  
- Changes to the Work
  - The HDG Team may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The HDG Team shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.
  - The HDG Team shall maintain records relative to their changes in the Work.
  
- Project Completion
  - The HDG Team shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for

Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

- The HDG Team's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- When the Work is found to be substantially complete, the HDG Team shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- The HDG Team shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
- Upon request of the Owner after construction is complete, the HDG Team shall conduct a meeting with the Owner and Contractor to participate in equipment training and testing sessions.

#### **Task 4B-Project Management, Presentations & Coordination**

Project management and administrative services are required during each phase of the assignment.

- The HDG team will administer the project with a dedicated Project Manager to maintain all reporting status requirements in accordance with the City of Republic Requirements.
- The HDG Team will designate a Project Manager to oversee all Consultant activities. The designated Project Manager will manage all consultant team activities, including meetings, coordination of sub-consultant activities, and communication with the Owner.
- The Project Manager will report to the Owner's designated representative on a regular basis.
- The Project Manager will prepare and submit written monthly progress reports.
- The Project Manager will prepare and submit monthly invoices for services completed. The Project Manager will also review and recommend approval of sub-consultant's invoices. All invoices will be incorporated within in or accompany the HDG Team's monthly progress reports.
- The Project Manager will prepare a schedule for completion of the team's activities. The schedule will indicate work tasks, milestones, deliverables, and review requirements. The Project Manager will also review and update the schedule as required to indicate changes in the HDG team's activities or progress. Schedule updates will be submitted to the Owner for review.
- The Project Manager will facilitate and lead weekly conference calls to coordinate sub-consultant work activities and to monitor progress.

#### **Task 4 Deliverables:**

- 1 owner copy of all submittals
- Construction Progress Reports & Photographs.

#### **Task 5-Optional Added Services: Surveying & Public Improvements**

##### **Task 5A: Surveying**

##### *Boundary & Topographic Survey*

Olsson will perform and prepare a Boundary & Topographic Survey of the subject property generally located at 6552 W. Republic Road (M Highway) (Parcel ID's 1714200017 and 1714200016), in Greene County, Missouri. The Boundary survey data shall conform to the current Missouri Standards for Property Boundary Surveys. The Boundary survey data shall depict

easements of record as shown on a current Title Search (Provided by client). The Topographic Survey area will include the subject property area, as shown in the attached exhibit. The Topographic Survey will depict contours at a 1' vertical interval, all physical improvements including buildings, driveways, fencing, vegetation, and visible utilities, as well as underground utilities as located by Missouri One-Call system. Survey will be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–Central Zone-US Survey foot. Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will not be obtained or indicated on the topographic survey. Survey of utilities will be based on tracing and marking by One Call and / or a private utility locator. Olsson is not responsible for miss-marked or unmarked utilities.



#### ***Easement Preparation***

One Easement document consists of a description and a sketch. The preparation of easement documents, if necessary, will be billed as an hourly fee for the preparation of a maximum of three (3) documents, not to exceed \$500.00 per Easement document.

#### **Task 5B: MoDOT Right Turn Lanes**

Olsson has assumed right turn lanes may be required at the driveway connection to both State HWY M and ZZ. Should right turn lanes be required, Olsson shall prepare turn lane plans in accordance with MoDOT design requirements. Olsson has assumed the addition of the turn lanes will require a widening of the existing travel lane on which the turn lane is to be added. Widening from the center lane is assumed to not be required. Furthermore, Olsson has not assumed the addition of a left turn lane for either HWY M or ZZ.

#### **Task 5C: Public Sewer Extension**

Olsson has assumed a public sewer main extension will be required. It is assumed this extension will follow the eastern ROW line of State HWY ZZ, then turn east and follow the existing lift station access road located at the southern limit of the Republic High School Property, before terminating at the existing lift station. Olsson has assumed this extension to require a boring of HWY ZZ. Olsson shall assist the Client and Owner with required submittals to MDNR as required for approval. Should an alternate alignment be requested, additional services may be required for both the design and surveying scopes of work.

#### **Task 5D: Public Water Extension**

Olsson has assumed a public water main extension will be required to extend water from the north side of state HWY M. Olsson has assumed this extension to require a boring of HWY M. Furthermore, Olsson assumes the extension shall extend to the southern property limit of the development property. Olsson shall assist the Client and Owner with required submittals to MDNR as required for approval.

**END OF SCOPE OF WORK DOCUMENT**

**Exhibit B**

Republic Public Works Facility  
 Fee Compensation Summary/ Schedule of Hourly Billing Rates/ Reimbursable Expense Summary

Public Works Facility Project No. 20-037 Republic, Missouri		Task 1- Needs Assessment			
		Hours	Fee	Expenses	Total
H Design Group, LLC		149	\$19,680.00	\$0.00	\$19,680.00
CJD Engineering		14	\$2,090.00	\$0.00	\$2,090.00
Mettemeyer Engineering		0	\$0.00	\$0.00	\$0.00
HDR		232	\$34,531.00	\$5,693.60	\$40,224.60
Olsson Associates		39	\$5,205.00	\$0.00	\$5,205.00
<b>Task 1 Total</b>		<b>434</b>	<b>\$61,506.00</b>	<b>\$5,693.60</b>	<b>\$67,199.60</b>

Public Works Facility Project No. 20-037 Republic, Missouri		Task 2- Conceptual Design			
		Hours	Fee	Expenses	Total
H Design Group, LLC		461	\$45,140.00	\$0.00	\$45,140.00
CJD Engineering		142	\$19,080.00	\$0.00	\$19,080.00
Mettemeyer Engineering		111	\$11,585.00	\$0.00	\$11,585.00
HDR		226	\$29,377.00	\$3,743.20	\$33,120.20
Olsson Associates		136	\$16,385.00	\$0.00	\$16,385.00
<b>Task 2 Total</b>		<b>1076</b>	<b>\$121,567.00</b>	<b>\$3,743.20</b>	<b>\$125,310.20</b>

Public Works Facility Project No. 20-037 Republic, Missouri		Task 3- Final Design			
		Hours	Fee	Expenses	Total
H Design Group, LLC		512	\$53,515.00	\$0.00	\$53,515.00
CJD Engineering		164	\$22,020.00	\$0.00	\$22,020.00
Mettemeyer Engineering		128	\$13,080.00	\$0.00	\$13,080.00
HDR		244	\$33,601.00	\$1,379.40	\$34,980.40
Olsson Associates		168	\$19,395.00	\$0.00	\$19,395.00
<b>Task 3 Total</b>		<b>1216</b>	<b>\$141,611.00</b>	<b>\$1,379.40</b>	<b>\$142,990.40</b>

Public Works Facility Project No. 20-037 Republic, Missouri		Task 4- Construction Related Services			
		Hours	Fee	Expenses	Total
H Design Group, LLC		227	\$27,870.00	\$0.00	\$27,870.00
CJD Engineering		38	\$5,350.00	\$0.00	\$5,350.00
Mettemeyer Engineering		44	\$4,820.00	\$0.00	\$4,820.00
HDR		140	\$19,556.00	\$2,035.80	\$21,591.80
Olsson Associates		42	\$4,820.00	\$0.00	\$4,820.00
<b>Task 4 Total</b>		<b>491</b>	<b>\$62,416.00</b>	<b>\$2,035.80</b>	<b>\$64,451.80</b>

Master Summary by Firm- Tasks 1 through 4				
	Hours	Fee	Expenses	Total
H Design Group, LLC	1349	\$146,205.00	\$0.00	\$146,205.00
CJD Engineering	358	\$48,540.00	\$0.00	\$48,540.00
Mettemeyer Engineering	283	\$29,485.00	\$0.00	\$29,485.00
HDR	842	\$117,065.00	\$12,852.00	\$129,917.00
Olsson Associates	385	\$45,805.00	\$0.00	\$45,805.00
<b>Totals</b>	<b>3217</b>	<b>\$387,100.00</b>	<b>\$12,852.00</b>	<b>\$399,952.00</b>

Public Works Facility Project No. 20-037 Republic, Missouri		Task 5- Optional Added Services			
		Hours	Fee	Expenses	Total
Olsson Associates					
Surveying		157	\$18,140.00	\$0.00	\$18,140.00
MoDot Right Turn Lanes		71	\$8,525.00	\$0.00	\$8,525.00
Public Sewer Extension		72	\$8,340.00	\$0.00	\$8,340.00
Public Water Extension		72	\$8,340.00	\$0.00	\$8,340.00
<b>Task 5 Total</b>		<b>372</b>	<b>\$43,345.00</b>	<b>\$0.00</b>	<b>\$43,345.00</b>

Public Works Facility Project No. 20-037 Republic, Missouri		Task 1 – Needs Assessment	
<b>H Design Group, LLC</b>			
Hourly Rate Schedule			
Personnel Classification	Hours	Rate	Total
Principal Architect	47	\$180.00	\$8,460.00
Project Manager	43	\$140.00	\$6,020.00
Project Architect	12	\$110.00	\$1,320.00
Architectural Intern	37	\$90.00	\$3,330.00
Draftsman	0	\$75.00	\$0.00
Administrative Assistant	10	\$55.00	\$550.00
Subtotal	149		\$19,680.00
Estimated Expenses			\$0.00
<b>Total</b>			<b>\$19,680.00</b>
<b>CJD Engineering</b>			
Hourly Rate Schedule			
Personnel Classification	Hours	Rate	Total
Principal Engineer	3	\$165.00	\$495.00
Project Manager	11	\$145.00	\$1,595.00
Senior Project Engineer	0	\$135.00	\$0.00
Engineer/Designer II	0	\$120.00	\$0.00
Engineer/Designer I	0	\$100.00	\$0.00
CAD/BIM Technician	0	\$80.00	\$0.00
Clerical	0	\$60.00	\$0.00
Subtotal	14		\$2,090.00
Estimated Expenses			\$0.00
<b>Total</b>			<b>\$2,090.00</b>
<b>Mettemeyer Engineering</b>			
Hourly Rate Schedule			
Personnel Classification	Hours	Rate	Total
Principal Engineer	0	\$200.00	\$0.00
Engineer V	0	\$175.00	\$0.00
Engineer IV	0	\$150.00	\$0.00
Engineer III	0	\$120.00	\$0.00
Engineer II	0	\$105.00	\$0.00
Engineer I	0	\$95.00	\$0.00
CAD Tech IV	0	\$105.00	\$0.00
CAD Tech III	0	\$95.00	\$0.00
CAD Tech II	0	\$85.00	\$0.00
CAD Tech I	0	\$75.00	\$0.00
Administrative Assistant	0	\$50.00	\$0.00
Subtotal	0		\$0.00
Estimated Expenses			\$0.00
<b>Total</b>			<b>\$0.00</b>
<b>HDR</b>			
Hourly Rate Schedule			
Personnel Classification	Hours	Rate	Total
Sen Facility Design Manager	0	\$271.00	\$0.00
Facility Design Manager	100	\$188.00	\$18,800.00
Senior Facility Designer	0	\$145.00	\$0.00
Facility Designer	102	\$128.00	\$13,056.00
Sen Mech Engineer	0	\$210.00	\$0.00
Mech Designer	0	\$128.00	\$0.00
Project Accountant	16	\$95.00	\$1,520.00
Project Assistant	14	\$82.50	\$1,155.00
Subtotal	232		\$34,531.00
Estimated Expenses			\$5,693.60
<b>Total</b>			<b>\$40,224.60</b>
<b>Olsson &amp; Associates</b>			
Hourly Rate Schedule			
Personnel Classification	Hours	Rate	Total
Principal	2	\$180.00	\$360.00
Senior Engineer	1	\$160.00	\$160.00
Senior L.A.	0	\$155.00	\$0.00
Project Engineer	29	\$135.00	\$3,915.00
Assistant L.A.	0	\$100.00	\$0.00
Assistant Engineer	7	\$110.00	\$770.00
Design Associate	0	\$95.00	\$0.00
Senior Tech	0	\$80.00	\$0.00
Administrative	0	\$65.00	\$0.00
Survey PM	0	\$140.00	\$0.00
Senior Surveyor	0	\$110.00	\$0.00
Surveyor Technician	0	\$80.00	\$0.00
1 Man Field Crew	0	\$120.00	\$0.00
2 Man Field Crew	0	\$160.00	\$0.00
Subtotal	39		\$5,205.00
Estimated Expenses			\$0.00
<b>Total</b>			<b>\$5,205.00</b>

Public Works Facility Project No. 20-037 Republic, Missouri		Task 2- Conceptual Design	
<b>H Design Group, LLC</b>			
Hourly Rate Schedule			
Personnel Classification	Hours	Rate	Total
Principal Architect	23	\$180.00	\$4,140.00
Project Manager	50	\$140.00	\$7,000.00
Project Architect	147	\$110.00	\$16,170.00
Architectural Intern	37	\$90.00	\$3,330.00
Draftsman	164	\$75.00	\$12,300.00
Administrative Assistant	40	\$55.00	\$2,200.00
Subtotal	461		\$45,140.00
Estimated Expenses			\$0.00
<b>Total</b>			<b>\$45,140.00</b>
<b>CJD Engineering</b>			
Hourly Rate Schedule			
Personnel Classification	Hours	Rate	Total
Principal Engineer	6	\$165.00	\$990.00
Project Manager	42	\$145.00	\$6,090.00
Senior Project Engineer	48	\$135.00	\$6,480.00
Engineer/Designer II	46	\$120.00	\$5,520.00
Engineer/Designer I	0	\$100.00	\$0.00
CAD/BIM Technician	0	\$80.00	\$0.00
Clerical	0	\$60.00	\$0.00
Subtotal	142		\$19,080.00
Estimated Expenses			\$0.00
<b>Total</b>			<b>\$19,080.00</b>
<b>Mettemeyer Engineering</b>			
Hourly Rate Schedule			
Personnel Classification	Hours	Rate	Total
Principal Engineer	0	\$200.00	\$0.00
Engineer V	16	\$175.00	\$2,800.00
Engineer IV	0	\$150.00	\$0.00
Engineer III	0	\$120.00	\$0.00
Engineer II	0	\$105.00	\$0.00
Engineer I	58	\$95.00	\$5,510.00
CAD Tech IV	0	\$105.00	\$0.00
CAD Tech III	25	\$95.00	\$2,375.00
CAD Tech II	0	\$85.00	\$0.00
CAD Tech I	12	\$75.00	\$900.00
Administrative Assistant	0	\$50.00	\$0.00
Subtotal	111		\$11,585.00
Estimated Expenses			\$0.00
<b>Total</b>			<b>\$11,585.00</b>
<b>HDR</b>			
Hourly Rate Schedule			
Personnel Classification	Hours	Rate	Total
Sen Facility Design Manager	0	\$271.00	\$0.00
Facility Design Manager	52	\$188.00	\$9,776.00
Senior Facility Designer	0	\$145.00	\$0.00
Facility Designer	112	\$128.00	\$14,336.00
Sen Mech Engineer	0	\$210.00	\$0.00
Mech Designer	0	\$128.00	\$0.00
Project Accountant	12	\$95.00	\$1,140.00
Project Assistant	50	\$82.50	\$4,125.00
Subtotal	226		\$29,377.00
Estimated Expenses			\$3,743.20
<b>Total</b>			<b>\$33,120.20</b>
<b>Olsson &amp; Associates</b>			
Hourly Rate Schedule			
Personnel Classification	Hours	Rate	Total
Principal	2	\$180.00	\$360.00
Senior Engineer	11	\$160.00	\$1,760.00
Senior L.A.	4	\$155.00	\$620.00
Project Engineer	27	\$135.00	\$3,645.00
Assistant L.A.	12	\$100.00	\$1,200.00
Assistant Engineer	80	\$110.00	\$8,800.00
Design Associate	0	\$95.00	\$0.00
Senior Tech	0	\$80.00	\$0.00
Administrative	0	\$65.00	\$0.00
Survey PM	0	\$140.00	\$0.00
Senior Surveyor	0	\$110.00	\$0.00
Surveyor Technician	0	\$80.00	\$0.00
1 Man Field Crew	0	\$120.00	\$0.00
2 Man Field Crew	0	\$160.00	\$0.00
Subtotal	136		\$16,385.00
Estimated Expenses			\$0.00
<b>Total</b>			<b>\$16,385.00</b>

Public Works Facility Project No. 20-037 Republic, Missouri		Task 3- Final Design	
<b>H Design Group, LLC</b>			
Hourly Rate Schedule			
Personnel Classification	Hours	Rate	Total
Principal Architect	21	\$180.00	\$3,780.00
Project Manager	154	\$140.00	\$21,560.00
Project Architect	83	\$110.00	\$9,130.00
Architectural Intern	33	\$90.00	\$2,970.00
Draftsman	196	\$75.00	\$14,700.00
Administrative Assistant	25	\$55.00	\$1,375.00
Subtotal	512		\$53,515.00
Estimated Expenses			\$0.00
<b>Total</b>			<b>\$53,515.00</b>
<b>CJD Engineering</b>			
Hourly Rate Schedule			
Personnel Classification	Hours	Rate	Total
Principal Engineer	6	\$165.00	\$990.00
Project Manager	48	\$145.00	\$6,960.00
Senior Project Engineer	58	\$135.00	\$7,830.00
Engineer/Designer II	52	\$120.00	\$6,240.00
Engineer/Designer I	0	\$100.00	\$0.00
CAD/BIM Technician	0	\$80.00	\$0.00
Clerical	0	\$60.00	\$0.00
Subtotal	164		\$22,020.00
Estimated Expenses			\$0.00
<b>Total</b>			<b>\$22,020.00</b>
<b>Mettemeyer Engineering</b>			
Hourly Rate Schedule			
Personnel Classification	Hours	Rate	Total
Principal Engineer	0	\$200.00	\$0.00
Engineer V	14	\$175.00	\$2,450.00
Engineer IV	0	\$150.00	\$0.00
Engineer III	0	\$120.00	\$0.00
Engineer II	0	\$105.00	\$0.00
Engineer I	69	\$95.00	\$6,555.00
CAD Tech IV	0	\$105.00	\$0.00
CAD Tech III	35	\$95.00	\$3,325.00
CAD Tech II	0	\$85.00	\$0.00
CAD Tech I	10	\$75.00	\$750.00
Administrative Assistant	0	\$50.00	\$0.00
Subtotal	128		\$13,080.00
Estimated Expenses			\$0.00
<b>Total</b>			<b>\$13,080.00</b>
<b>HDR</b>			
Hourly Rate Schedule			
Personnel Classification	Hours	Rate	Total
Sen Facility Design Manager	0	\$271.00	\$0.00
Facility Design Manager	32	\$188.00	\$6,016.00
Senior Facility Designer	0	\$145.00	\$0.00
Facility Designer	70	\$128.00	\$8,960.00
Sen Mech Engineer	32	\$210.00	\$6,720.00
Mech Designer	60	\$128.00	\$7,680.00
Project Accountant	8	\$95.00	\$760.00
Project Assistant	42	\$82.50	\$3,465.00
Subtotal	244		\$33,601.00
Estimated Expenses			\$1,379.40
<b>Total</b>			<b>\$34,980.40</b>
<b>Olsson &amp; Associates</b>			
Hourly Rate Schedule			
Personnel Classification	Hours	Rate	Total
Principal	0	\$180.00	\$0.00
Senior Engineer	6	\$160.00	\$960.00
Senior L.A.	3	\$155.00	\$465.00
Project Engineer	28	\$135.00	\$3,780.00
Assistant L.A.	22	\$100.00	\$2,200.00
Assistant Engineer	109	\$110.00	\$11,990.00
Design Associate	0	\$95.00	\$0.00
Senior Tech	0	\$80.00	\$0.00
Administrative	0	\$65.00	\$0.00
Survey PM	0	\$140.00	\$0.00
Senior Surveyor	0	\$110.00	\$0.00
Surveyor Technician	0	\$80.00	\$0.00
1 Man Field Crew	0	\$120.00	\$0.00
2 Man Field Crew	0	\$160.00	\$0.00
Subtotal	168		\$19,395.00
Estimated Expenses			\$0.00
<b>Total</b>			<b>\$19,395.00</b>

Public Works Facility Project No. 20-037 Republic, Missouri		Task 4- Construction Admin	
<b>H Design Group, LLC</b>			
Hourly Rate Schedule			
Personnel Classification	Hours	Rate	Total
Principal Architect	3	\$180.00	\$540.00
Project Manager	170	\$140.00	\$23,800.00
Project Architect	0	\$110.00	\$0.00
Architectural Intern	16	\$90.00	\$1,440.00
Draftsman	0	\$75.00	\$0.00
Administrative Assistant	38	\$55.00	\$2,090.00
Subtotal	227		\$27,870.00
Estimated Expenses			\$0.00
<b>Total</b>			<b>\$27,870.00</b>
<b>CJD Engineering</b>			
Hourly Rate Schedule			
Personnel Classification	Hours	Rate	Total
Principal Engineer	0	\$165.00	\$0.00
Project Manager	22	\$145.00	\$3,190.00
Senior Project Engineer	16	\$135.00	\$2,160.00
Engineer/Designer II	0	\$120.00	\$0.00
Engineer/Designer I	0	\$100.00	\$0.00
CAD/BIM Technician	0	\$80.00	\$0.00
Clerical	0	\$60.00	\$0.00
Subtotal	38		\$5,350.00
Estimated Expenses			\$0.00
<b>Total</b>			<b>\$5,350.00</b>
<b>Mettemeyer Engineering</b>			
Hourly Rate Schedule			
Personnel Classification	Hours	Rate	Total
Principal Engineer	0	\$200.00	\$0.00
Engineer V	8	\$175.00	\$1,400.00
Engineer IV	0	\$150.00	\$0.00
Engineer III	0	\$120.00	\$0.00
Engineer II	0	\$105.00	\$0.00
Engineer I	36	\$95.00	\$3,420.00
CAD Tech IV	0	\$105.00	\$0.00
CAD Tech III	0	\$95.00	\$0.00
CAD Tech II	0	\$85.00	\$0.00
CAD Tech I	0	\$75.00	\$0.00
Administrative Assistant	0	\$50.00	\$0.00
Subtotal	44		\$4,820.00
Estimated Expenses			\$0.00
<b>Total</b>			<b>\$4,820.00</b>
<b>HDR</b>			
Hourly Rate Schedule			
Personnel Classification	Hours	Rate	Total
Sen Facility Design Manager	0	\$271.00	\$0.00
Facility Design Manager	18	\$188.00	\$3,384.00
Senior Facility Designer	0	\$145.00	\$0.00
Facility Designer	64	\$128.00	\$8,192.00
Sen Mech Engineer	10	\$210.00	\$2,100.00
Mech Designer	40	\$128.00	\$5,120.00
Project Accountant	8	\$95.00	\$760.00
Project Assistant	0	\$82.50	\$0.00
Subtotal	140		\$19,556.00
Estimated Expenses			\$2,035.80
<b>Total</b>			<b>\$21,591.80</b>
<b>Olsson &amp; Associates</b>			
Hourly Rate Schedule			
Personnel Classification	Hours	Rate	Total
Principal	0	\$180.00	\$0.00
Senior Engineer	0	\$160.00	\$0.00
Senior L.A.	0	\$155.00	\$0.00
Project Engineer	12	\$135.00	\$1,620.00
Assistant L.A.	10	\$100.00	\$1,000.00
Assistant Engineer	20	\$110.00	\$2,200.00
Design Associate	0	\$95.00	\$0.00
Senior Tech	0	\$80.00	\$0.00
Administrative	0	\$65.00	\$0.00
Survey PM	0	\$140.00	\$0.00
Senior Surveyor	0	\$110.00	\$0.00
Surveyor Technician	0	\$80.00	\$0.00
1 Man Field Crew	0	\$120.00	\$0.00
2 Man Field Crew	0	\$160.00	\$0.00
Subtotal	42		\$4,820.00
Estimated Expenses			\$0.00
<b>Total</b>			<b>\$4,820.00</b>

Public Works Facility Project No. 20-037 Republic, Missouri		<b>Task 5- Optional Added Services</b>	
<b>H Design Group, LLC</b>			
Hourly Rate Schedule			
Personnel Classification	Hours	Rate	Total
Principal Architect	0	\$180.00	\$0.00
Project Manager	0	\$140.00	\$0.00
Project Architect	0	\$110.00	\$0.00
Architectural Intern	0	\$90.00	\$0.00
Draftsman	0	\$75.00	\$0.00
Administrative Assistant	0	\$55.00	\$0.00
Subtotal	0		\$0.00
Estimated Expenses			\$0.00
<b>Total</b>			<b>\$0.00</b>
<b>CJD Engineering</b>			
Hourly Rate Schedule			
Personnel Classification	Hours	Rate	Total
Principal Engineer	0	\$165.00	\$0.00
Project Manager	0	\$145.00	\$0.00
Senior Project Engineer	0	\$135.00	\$0.00
Engineer/Designer II	0	\$120.00	\$0.00
Engineer/Designer I	0	\$100.00	\$0.00
CAD/BIM Technician	0	\$80.00	\$0.00
Clerical	0	\$60.00	\$0.00
Subtotal	0		\$0.00
Estimated Expenses			\$0.00
<b>Total</b>			<b>\$0.00</b>
<b>Mettemeyer Engineering</b>			
Hourly Rate Schedule			
Personnel Classification	Hours	Rate	Total
Principal Engineer	0	\$200.00	\$0.00
Engineer V	0	\$175.00	\$0.00
Engineer IV	0	\$150.00	\$0.00
Engineer III	0	\$120.00	\$0.00
Engineer II	0	\$105.00	\$0.00
Engineer I	0	\$95.00	\$0.00
CAD Tech IV	0	\$105.00	\$0.00
CAD Tech III	0	\$95.00	\$0.00
CAD Tech II	0	\$85.00	\$0.00
CAD Tech I	0	\$75.00	\$0.00
Administrative Assistant	0	\$50.00	\$0.00
Subtotal	0		\$0.00
Estimated Expenses			\$0.00
<b>Total</b>			<b>\$0.00</b>
<b>HDR</b>			
Hourly Rate Schedule			
Personnel Classification	Hours	Rate	Total
Sen Facility Design Manager	0	\$271.00	\$0.00
Facility Design Manager	0	\$188.00	\$0.00
Senior Facility Designer	0	\$145.00	\$0.00
Facility Designer	0	\$128.00	\$0.00
Sen Mech Engineer	0	\$210.00	\$0.00
Mech Designer	0	\$128.00	\$0.00
Project Accountant	0	\$95.00	\$0.00
Project Assistant	0	\$82.50	\$0.00
Subtotal	0		\$0.00
Estimated Expenses			\$0.00
<b>Total</b>			<b>\$0.00</b>
<b>Olsson &amp; Associates</b>			
Hourly Rate Schedule			
Personnel Classification	Hours	Rate	Total
Principal	3	\$180.00	\$540.00
Senior Engineer	21	\$160.00	\$3,360.00
Senior L.A.	0	\$155.00	\$0.00
Project Engineer	79	\$135.00	\$10,665.00
Assistant L.A.	0	\$100.00	\$0.00
Assistant Engineer	0	\$110.00	\$0.00
Design Associate	112	\$95.00	\$10,640.00
Senior Tech	34	\$80.00	\$2,720.00
Administrative	0	\$65.00	\$0.00
Survey PM	33	\$140.00	\$4,620.00
Senior Surveyor	0	\$110.00	\$0.00
Surveyor Technician	0	\$80.00	\$0.00
1 Man Field Crew	90	\$120.00	\$10,800.00
2 Man Field Crew	0	\$160.00	\$0.00
Subtotal	372		\$43,345.00
Estimated Expenses			\$0.00
<b>Total</b>			<b>\$43,345.00</b>

Task 1 Expenses				
Expenses - HDR				
Item	Quantity	Unit	Cost/Unit	Cost
Mileage	320	mile	0.58	\$185.60
Airfare	4	roundtrip	500	\$2,000.00
Hotel	8	nights	150	\$1,200.00
Meals	10	days	75	\$750.00
Car Rental	5	days	70	\$350.00
Parking/fares/postage	808	ls	1	\$808.00
Prints	2	ls	200	\$400.00
			Total	\$5,693.60

Task 2 Expenses				
Expenses - HDR				
Item	Quantity	Unit	Cost/Unit	Cost
Mileage	240	mile	0.58	\$139.20
Airfare	3	roundtrip	500	\$1,500.00
Hotel	3	nights	150	\$450.00
Meals	6	days	75	\$450.00
Car Rental	4	days	70	\$280.00
Parking/fares/postage	524	ls	1	\$524.00
Prints	2	ls	200	\$400.00
			Total	\$3,743.20

Task 3 Expenses				
Expenses - HDR				
Item	Quantity	Unit	Cost/Unit	Cost
Mileage	80	mile	0.58	\$46.40
Airfare	1	roundtrip	500	\$500.00
Hotel	1	nights	150	\$150.00
Meals	2	days	75	\$150.00
Car Rental	2	days	70	\$140.00
Parking/fares/postage	193	ls	1	\$193.00
Prints	1	ls	200	\$200.00
			Total	\$1,379.40

Task 4 Expenses				
Expenses - HDR				
Item	Quantity	Unit	Cost/Unit	Cost
Mileage	160	mile	0.58	\$92.80
Airfare	2	roundtrip	500	\$1,000.00
Hotel	2	nights	150	\$300.00
Meals	2	days	75	\$150.00
Car Rental	2	days	70	\$140.00
Parking/fares/postage	253	ls	1	\$253.00
Prints	0.5	ls	200	\$100.00
			Total	\$2,035.80



# City of Republic Community Development

Public Works Facility



# 5

## Section 5 - Architectural Rendering of Building



The concept above is simply one option of many that could be considered. This particular option provides a more formal public presence along Highway ZZ and would be the main drive entrance to the facility for both guests and employees. The garage area and yard would be largely hidden behind the finished areas. Gates would separate and secure the public areas from the service area. City vehicles would have direct dedicated access from Republic Road into the service yard. Covered and uncovered parking stalls are shown at various sizes to accommodate the anticipated range of vehicles. (This will need to be customized based on Republic's vehicle inventory). Interior yard clearances and large vehicular turning radii have been incorporated. Additional opportunities for secured vehicles and material storage (or even a future building) is shown in the shaded area along Republic Road. The east/west orientation of the building will help to navigate the grading design on the site. Detention is sized and located on the lowest corner of the site but we may be able to get the outlet structure designed to release to the ROW of Highway ZZ. The Developer agreement with the property on the corner does have requirements for public utility extensions, shared detention, and shared site access.



southeast aerial view



north garage area view



south garage area view



east entry view



## Request for Qualifications

### Community Development/Public Works Building Architectural Service, Design, & Engineering July 2020

#### REQUEST FOR QUALIFICATIONS (RFQ)

It is the intent of the City of Republic to receive statements of qualifications from professional firms/consultants to provide design, engineering, and architectural services relating to the development of a potential new Community Development/Public Works Building. The City desires to enter into an agreement with a firm/consultant who can produce architectural services for the potential development of a new Community Development/Public Works Building on suitable/available locations within the City. The City desires to have the architectural services completed within 6 months from the date of execution of an agreement or a mutually agreeable date not to exceed one year. The City will select and negotiate with those firms/consultants whose submittals are responsive to this RFQ and are in the best interest of the City. Any documents submitted in response to this RFQ must provide sufficient detail and information to allow a complete evaluation of its merit. The instructions contained herein should be followed for responses to be considered responsive to this RFQ. The City reserves the right to cancel this solicitation at any time.

#### *RFQ Process*

All statements of qualifications must be received by the City Clerk's Office, 213 N. Main Avenue, Republic, MO 65738, no later than **3:00 p.m. on Friday, July 31, 2020**. At said time and place, all responses duly received will be opened. All responses to the RFQ shall be a matter of public record. All criteria for evaluation are set forth in the RFQ located at <https://www.republicmo.com/Bids.aspx?BidID=36>. Only these criteria will be used by the City to determine, in its judgment, the most qualified firm/consultant. The City reserves the right to reject any or all responses with or without cause. There is no expressed or implied obligation for the City of Republic to reimburse responding firms and the City will not reimburse for any expenses incurred in preparing responses to this request.

#### *Submission*

Two (2) originals as well as a digital version contained on a USB must be submitted. The envelope or package containing the responses must be plainly labeled:

City of Republic  
213 North Main Street  
Republic, MO 65738  
Attn: Laura Burbridge, City Clerk  
RFQ – Community Development/Public Works Building  
Architectural Service, Design, & Engineering

It is the sole responsibility of the firms to see that submittals are received in a timely manner. The firms shall bear any and all risks for any delays associated with their selected method of delivery or that are misdirected due to improper identification.

### *Proposal Deadline*

The receipt deadline will be scrupulously observed. Late submittals shall be date stamped, remain unopened and returned to the submitter if requested.

All submittals shall be prepared and submitted in accordance with the provisions of this RFQ. The City reserves the right to waive any informalities, irregularities, or variances, whether technical or substantial in nature, or to reject any and all responses at its sole discretion. Any submittal may be modified or withdrawn prior to the indicated time for receipt of the responses or authorized postponement thereof. Any submittal not so withdrawn shall constitute an irrevocable offer for a period of sixty (60) days to provide to the City the services set forth in this RFQ.

### *Clarification and Addenda*

Each firm shall examine all RFQ documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the RFQ shall be made in writing through the City of Republic Public Works Department.

The City shall not be responsible for oral interpretation given by any city employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information may be given. If any addenda are issued to the RFQ, the City will attempt to notify all prospective consultants who have secured the same. However, it shall be the responsibility of each consultant prior to submitting their proposal, to contact the City of Republic Public Works Department (417-732-3400) to determine if any addenda were issued and to make such addenda a part of the competitive proposal.

The City reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

### *Preparation Expenses*

Each consultant preparing a response to the RFQ shall bear all expenses associated with its preparation and any subsequent and related expenses, and no claims for reimbursement shall be submitted to the City for the expense of preparation or presentation.

### *Legal Name*

Responses shall clearly indicate the legal name, address and telephone number of the firm/consultant and shall indicate whether the firm/consultant is a corporation, general partnership, individual or other business entity. Statements of Qualifications shall be signed above the typed or printed name and the title of the signer. The signer shall have the authority to bind the consultant to the submitted competitive proposal.

### *Openness of Procurement Process*

Written responses, other discussions, correspondence, and all other pertinent records shall be handled as public records in compliance with State and Federal open records statutes and regulations. All documents relating to this RFQ, subsequent submittals and meetings with the City Council are subject to statutory requirements of the Missouri Sunshine Law.

### *Errors and Omissions*

Once a response is submitted, the City may consider requests by any firm/consultant to correct errors or omissions but shall retain sole discretionary authority to determine the outcome of such a request.

### *Retention and Disposal of Statements of Qualifications*

The City reserves the right to retain all submitted statements for public recordkeeping purposes. No copies of any material will be returned to the firm/consultant. The City reserves the right, and the Public Works Department has absolute and sole discretion, to cancel this solicitation at any time prior to the execution of a formal contract.

### *Collusion*

By offering a response to this RFQ, the firm/consultant certifies they have not divulged, discussed or compared its submittal with any competitors, and have not colluded with any other firm/consultant or parties to this process whatsoever. The firm/consultant also certifies, and in the case of a joint venture each party thereto certifies as to its own organization, that in connection with their submittal:

1. No attempt has been made or will be made by the firm/consultant to induce any other person or firm to submit or not to submit a Statement of Qualifications for the purpose of restricting competition.
2. All persons interested in this project, principal, or principals being named therein and no other person have an interest in this project or in the Agreement to be entered into.
3. No person or agency has been employed or retained to solicit or secure this Agreement upon an agreement or understating for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial agencies maintained by the firm/consultant for the purpose of doing business.

### *Schedules*

The schedule for submittal of statements of qualifications is as follows:

Request for Qualifications issued:	<b>July 1<sup>st</sup>, 2020</b>
Deadline to Receive Responses:	<b>3:00 p.m., July 31<sup>st</sup>, 2020</b>

The tentative schedule for the evaluation of proposals, award, and any resulting contractual services is as follows:

Evaluation of submittals and development of short-listed firms:	<b>By August 7<sup>th</sup>, 2020</b>
Award and Contract Execution by City Council:	<b>August 25<sup>th</sup>, 2020</b>

The schedule for evaluation, selection and award may be changed solely at the city's discretion.

Conferences for prospective firm/consultants will be scheduled upon request, and as time allows, providing for interviews with key city staff. These sessions can provide an opportunity for the City to respond to questions about the requested work. Conferences are not mandatory but are highly recommended. Due to the desire to complete the selection process without undue delay, only substantive issues which may be discovered in individual conferences, will be formalized and distributed in an RFQ Addendum. Substantive issues should be generally limited to correcting errors or omissions in the RFQ, alterations or modification to the scope of services or the proposed contract for services; however, the City retains sole discretion to determine the content or need for a formal Addendum.

### *Contract for Services*

The successful firm/consultant will be required to fully execute and comply with all provisions of a PROFESSIONAL ARCHITECTURAL SERVICES CONTRACT as prepared by the City with input from the firm/consultant. Firm/Consultants will be advised to thoroughly review the terms of the contract prior to entering into an agreement with the City. As noted in the Instructions for Preparation of a Statement of Qualifications, responses must contain an acknowledgement that a Professional Architectural Services Contract, as prepared by the City, is acceptable; and further, the firm/consultant will adhere to the terms and conditions as set forth in the PROFESSIONAL ARCHITECTURAL SERVICES CONTRACT.

### *Terms*

The City of Republic reserves the right to reject any and all proposals received from this RFQ. It further has the right to negotiate with any qualified source, or to cancel in part or in its entirety this RFQ. The City also reserves the right to modify, suspend, or terminate at its sole discretion any and all aspects of this RFQ process, to obtain further information from any and all respondents, and to waive any defects as to form or content of the RFQ or any submissions by any firm. This RFQ 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.

## **INSTRUCTIONS FOR PREPARATION OF A STATEMENT OF QUALIFICATIONS**

### *General*

All firm/consultants responding to this RFQ shall provide sufficient information and data to fully allow a complete evaluation of their qualifications. Information and data submitted by each firm/consultant with the proposal shall be incorporated into the contract documents by reference.

### **REQUIRED INFORMATION**

Firm/Consultant, and/or any sub-consultants, must present satisfactory evidence to the City indicating their ability to meet the scope of work within a prompt timeframe. In addition, to ensure consistency, responses should generally conform to the following format:

Cover Letter

Table of Contents

Sections

1. Introduction and Executed Signature Page
2. Qualifications
3. Qualifications of Staff
4. Familiarity/History within the Region
5. Architectural Rendering of Building
6. References
7. Technical Approach
8. E-verify and Other Information

### *Section 1 – Introduction and Executed Signature Page*

This section must contain an overview of the firm/consultant and any proposed sub-consultants. The introduction shall clearly indicate the legal name, address, telephone number, and local contact information (if available) of the firm/consultant. The introduction will include a statement to the effect that:

The submission of this Statement of Qualifications indicates acceptance by the firm of the stipulations contained in the Request for Qualifications.

The statement must be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the consultant to the submitted response.

### *Section 2 – Qualifications*

Provide a description and history of the firm/consultant. Provide recent experience demonstrating current capacity, familiarity and expertise in completing a comprehensive feasibility study as it relates to the development of a potential new Community Development/Public Works Building. Specific experience with projects or contracts matching those described within the Scope of Services will be most valuable.

### *Section 3 – Qualifications of Staff*

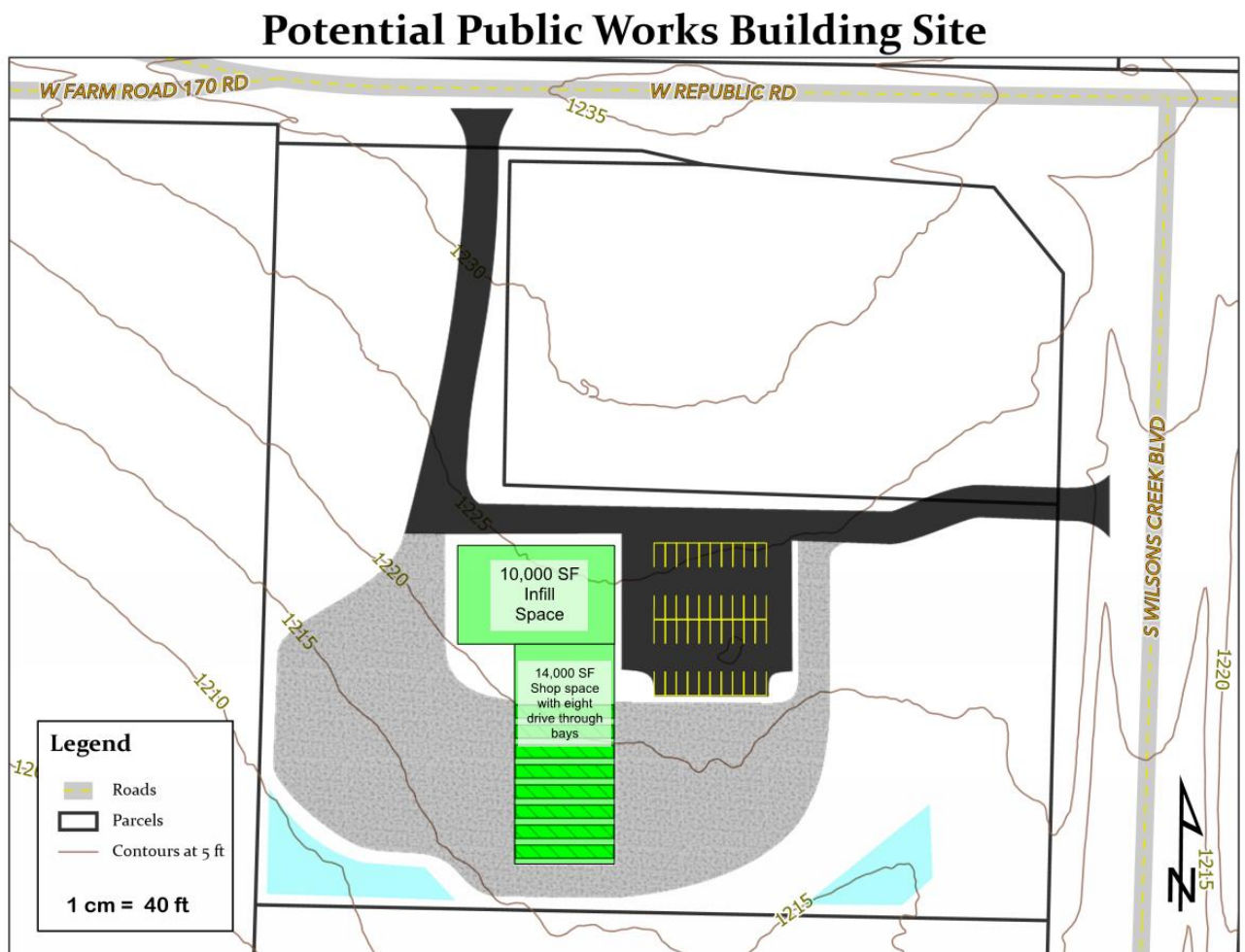
Provide an organizational chart and summary of staff qualifications. State the number and nature of the staff employed with the firm and the office in which the bulk of the work engagements will be performed. Provide resumes for the project staff likely to be utilized in performing the Scope of Services. The submittal shall include notice of any investigations or disciplinary action taken or pending by national or state regulatory bodies against the firm or individuals employed by the firm.

### *Section 4 – Familiarity/History within the Region*

Provide a list of all relevant engagements the firm completed for local government entities within the last five (5) years. Illustrate how previous experience may be of benefit in the execution of the present Scope of Services.

## Section 5 - Architectural Rendering of Building

Provide as part of the RFQ a preliminary rendering of proposed Community Development/Public Works Building. The City has tentatively budgeted for \$4 million to complete this project. As the budget allows the building desired would be approximately 24,000 – 30,000 square feet with approximately 14,000 garage area with at least six to eight (6-8) drive through bays to accommodate large equipment, dump trucks, and trailers. Securable outdoor equipment storage for approximately 75 vehicles, machinery, and trailers as well as outdoor covered material storage areas will also be required. Approximately 10,000-16,000 square feet finished area containing: Office space to accommodate ten to fifteen (10-15) administrative personnel, record retention area, breakroom/lunchroom, conference/training room, locker rooms, and showers to accommodate approximately fifty (50) field staff. The site will have access to both W Republic Road (State Highway M) and S Wilsons Creek Boulevard (State Highway ZZ).



## Section 6 - References

Provide at least five references for which the firm has performed services within the past two (2) years that are similar to the requirements in the Scope of Services. At least two (2) of the references should be from government entities for work performed that is similar to that specified in this RFQ. Provide the reference contact name, address, e-mail address, telephone number and a summary and date of the services provided.

## *Section 7 – Technical Approach*

Provide a general description of the firm’s approach to provide the Scope of Services. Include an explanation of the firm’s quality control and quality assurance measures. Describe the firm’s technological capabilities and the ability to comply with deadlines and timelines identified in the Scope of Services.

## *Section 8 – E-Verify and Other Information*

E-Verify provisions pursuant to RSMo. 285.530 are applicable. All Contractors for contracts exceeding five thousand dollars (\$5,000) shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Consultants shall use the Affidavit form included in the RFQ and include with their Statement of Qualifications, along with an executed E-verify Memorandum of Understanding and demonstration of enrollment in the federal E-verify system. The preceding requirement will be waived for consultants who previously submitted suitable E-verify documents within the last 120 calendar days. Current E-verify documents will be required in conjunction with any contract execution, addendum or extension.

## **SCOPE OF SERVICES**

### *Background*

The City of Republic, Missouri, requires professional architectural services to fully evaluate the future location for the development of a potential new Community Development/Public Works Building. Currently the department is housed in two separate buildings containing eight (8) usable offices, record retention areas, conference room with capacity for 10-12, one (1) garage area, approximately 13,000 square feet of securable outdoor storage.

### *Site Location Evaluation*

1. Customer Convenience.
  - a. Customer accessibility - construction of a facility that allows for easy access to the public.
  - b. Site accessibility – traffic flows, ingress/egress constraints, parking, and on-site circulation.
2. Future Growth.
  - a. Scalable site for future additions.
3. Visibility/Image.
  - a. Building visibility from street view.
4. Current/Future site constraints.
  - a. Miscellaneous site constraints that could impact development, i.e.; topography, environmental issues, zoning, infrastructure, utilities, etc.

### *Preliminary Concept Plan and Engineering Plan*

1. On a specific site located at the corner of W Republic Road (State Highway M) and S Wilsons Creek Boulevard (State Highway ZZ), develop facility concept plan with illustrations of a new Community Development/Public Works Building. Concept plans should consider architectural features, placement on site, street view, parking and other site amenities.
2. Develop a concept engineering plan that takes into account storm water detention, impact on adja

properties, and location of closest utilities (water, wastewater, electric, gas, fiber, telephone, etc.).

### *Full Development Cost Estimates*

1. Provide development cost estimate broken down by;
  - a. Environment abatement (if required)
  - b. Permits, design fees, engineering fees, etc.
  - c. Site development, i.e. land balancing
  - d. Infrastructure costs, i.e. offsite extensions to site, internal infrastructure, parking, ingress/egress, etc.
  - e. Building construction costs with prevailing wage considerations.

### *PROPOSAL EVALUATION AND SELECTION*

All responses shall be evaluated with respect to the completeness of the information provided, support for all claims made, and the overall approach taken. The following criteria shall be utilized in the technical evaluation of the consultant's proposal in order of no importance:

1. Firm qualifications
2. Experience with similar types of projects within the local government arena.
3. Key staff, project understanding and approach
4. Ability to communicate and respond to City Council, staff, residents, and businesses.
5. Thoroughness of material submitted including the proposed work plan and the quality and type of service provided.
6. Reports from references

### *Rejection of Responses*

In addition to the Terms contained in this RFQ, the City may also reject responses if:

1. The consultant misstates or conceals any material fact in the proposal.
2. The rejection of all responses is deemed to be in the best interest of the City.



*City of Republic Missouri*  
 213 North Main  
 Republic, Missouri 65738-1472  
 Phone: (417) 732-3100 Fax: (417) 732-3149

## **NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS REGARDING SECTIONS 285.525 THROUGH 285.550 RSMO**

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

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

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

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

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

Copies of affidavit can be found and downloaded on the City of Republic Missouri Public Works website; <http://www.republicmo.com/212/Public-Works-Resources> See attached sample

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

The City of Republic encourages companies that are not enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at <https://www.dhs.gov/how-do-i/verify-employment-eligibility-e-verify> or by calling 888-464-4218.



CITY OF REPUBLIC, MISSOURI

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 RSMO., ET SEQ.  
FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_,  
State of \_\_\_\_\_, personally appeared \_\_\_\_\_ (Name)  
who is \_\_\_\_\_ (Title) of \_\_\_\_\_  
(Name of company), (corporation), (partnership), (sole proprietorship), (limited liability company), and  
is authorized to make this affidavit, and after being duly sworn did depose and say:

- (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 R.S. Mo., 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 MOU 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

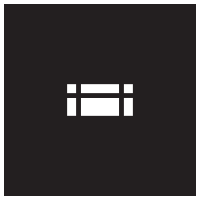
Sample  
E-Verify  
Memo of Understanding -  
MOU  
Electronic Signature  
Page

City of Republic  
213 North Main Street  
Republic, MO 65738  
Attn: Laura Burbridge, City Clerk  
RFQ – Community Development/Public Works  
Building  
Architectural Service, Design, & Engineering

RECEIVED

BY LBB

10:11 AM



# City of Republic Community Development

## Public Works Facility





H Design Group  
Springfield, MO

July 31, 2020

City of Republic  
Attn: Laura Burbridge, City Clerk  
213 North Main Street  
Republic, MO 65738

RE: Request for Qualifications of Architectural, Design, & Engineering Services for a Community Development/Public Works Building for the City of Republic, MO

H Design Group (in association with HDR | Maintenance Design Group, CJD Engineering, Mettemeyer Engineering, and Olsson) is pleased to present our response to your Request for Qualifications regarding our architectural, design, and engineering services for a new community development/public works building. We hope that this Statement of Qualifications will give you a sense not only of what we can do but also what it means to work with us. We are confident in our talented team and proud of the positive relationships we have established over the years through an approach built on inclusion and collaboration.

Within the submitted package you will find extensive examples of work showcasing our team's talents, experience, client relationships, and projects of varying uses, scope, and construction costs. We feel the credentials presented demonstrate the solid foundation upon which the City of Republic, MO can rest its full confidence.

Our proven commitment to community betterment, our passion to create projects with viable, dynamic, and functional spaces, and our enthusiastic, perfectionist attitude make our team ideal for partnership with yours on this important project.

Please feel free to call me personally, either at our office (417-887-6595) or on my cell phone (417-861-3551).

Respectfully Submitted,



Brent M. Stevens, AIA, NCARB  
hdesigngroup

1

## Section 1 – Introduction and Executed Signature Page

Please refer to Page 6 for an overview of hdesigngroup and our sub-consultants: Mettemeyer Engineering, CJD Engineering, Olsson, and HDR | Maintenance Design Group as well as our signed statement.

2

## Section 2 – Qualifications

On Page 8 we have included a description and history of hdesigngroup. For recent experience that demonstrates our current capacity, familiarity, and expertise in completing a comprehensive feasibility study as it relates to the development of a potential new Community Development/Public Works Building, please refer to Pages 9-12. We have successfully designed and administered a wide range of city and county projects of different sizes and complexities. Our unique and specialized skills allow us to complete projects of this nature in a timely and efficient manner. We would like to highlight the St. Charles Public Works Facility that was recently constructed and designed by our team, as well the Wentzville Public Works Facility and the O’Fallon Public Works Facility that are currently in the design phase.

Additionally, our Transit Design Consultant (HDR/MDG) has consulted on hundreds of transit related facilities. They are a nationally recognized company that brings a high level of expertise to the team.

3

## Section 3 – Qualifications of Staff

On Page 14 we have included our team’s organizational chart. For a summary of staff qualifications, please refer to Pages 15-21 for our team’s resumes which highlight each firm’s qualifications and provide details on the proposed team members who will be working on the project. As you will see, our entire team has specialized knowledge and a high level of experience with this project type and process. The bulk of the work engagements will be performed at our office, hdesigngroup. Our office is home to 21 employees and is an inviting and open atmosphere that allows for team collaboration and efficient working practices.

4

## Section 4 – Familiarity/History within the Region

On Page 22 is a list of all relevant engagements hdesigngroup has completed for local government entities within the last five years. For more information regarding the scope of these projects, you can find detailed descriptions on Pages 9-12.

Additionally, Brent Stevens, Principal of hdesigngroup, was a resident in Republic for 18 years and has a strong working relationship with City Officials. Our firm has designed several projects within city limits including: Flat Creek Restaurant, Pinegar Chevrolet Additions, & Remodel, Old Stone Apartments, 60 West (currently under construction), Hart Eye Clinic (currently in permitting phase), Republic Highschool Football Stadium, Soccer and Tennis Facilities, Elementary and Middle School Additions, Early Childhood, and Cox Super Clinic (currently in design).

5

## Section 5 - Architectural Rendering of Building

For architectural renderings of the building, please refer to Pages 23 & 24. Please understand that the design concept included is based on several assumptions. Design should be an inclusive process with the Owner and we would revisit the concept based on Owner feedback, desires, and recommendations to ensure that the final design fits the vision of the City while balancing functional accommodations.

6

## Section 6 – References

For a list of our references, please refer to Page 25.

7

## Section 7 – Technical Approach

Please refer to the Statement of Project Understanding on Page 27 which provides commentary on our understanding of the project and our technical competence. For our Custom Approach and Work Plan, please refer to Pages 28-41 which provide commentary on our capability and capacity to complete the project as well as a detailed outline of project tasks. The key take-away from these sections is our collaborative design process. By utilizing this style, administration, primary users, and staff are all invited into the process and given an opportunity to affect the design as it develops.

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## Section 8 – E-Verify and Other Information

We have provided the requested information for this section as separate documents in the packet. Please refer to the packet for our E-Verify documentation and a signed affidavit. If chosen for this project, our team will be happy to provide any documentation required.

H Design Group in association with CJD Engineering (MEP Engineer), Mettemeyer Engineering (Structural Engineer), Olsson (Civil Engineering) and HDR | Maintenance Design Group (Transportation + Municipal Facilities Design Consultant) are pleased to submit our statement of qualifications in response to the City of Republic's Request for Qualifications of Architectural, Design, & Engineering Services for a Community Development/Public Works Building for the City of Republic, MO.

Over the years hdesigngroup has worked with each of our sub consultants included in this RFQ on a variety of projects. We believe in choosing a strong team that is committed to quality, efficiency, and has a teamwork mindset. We are currently working with HDR | Maintenance Design Group and Mettemeyer Engineering on the City of Wentzville Public Works Facility and we have several other projects in works with CJD Engineering and Olsson Engineering.

The submission of this Statement of Qualifications indicates acceptance by the firm of the stipulations contained in the Request for Qualifications.



Brent M. Stevens, AIA, NCARB

H Design Group LLC  
5039 S National Ave  
Springfield, MO 65810  
Office: 417-887-6595  
Cell: 417-861-3551

2

Section 2  
Qualifications

City Utilities of Springfield  
Downtown Bus Transit Station

LOCATION:  
Springfield, MO

# About hdesigngroup

When hdesigngroup was established in 2000, we already knew we were here to create relationships. We decided that all our projects would revolve around people, and that the people we work with are not just our clients. This defined approach has shaped the dynamics of our firm both inside and outside the office.

## We don't have clients. We have relationships.

When you choose hdesigngroup, you'll be treated as a valued colleague and friend. The people we work with are collaborative partners with whom we share goals, concerns, and ideas.

For those of us at hdesigngroup, this means a team atmosphere—where every voice is heard, and where what is best for the project takes precedence over titles and roles. For our collaborative partners, this means commitment, communication, loyalty, and a determination to bring your vision to life.

Whether the project is residential, commercial, industrial, educational, or retail, hdesigngroup is always looking out for new technologies, sustainable design, innovative site planning, and opportunities to elevate your brand throughout the process.

The result is something beyond the usual designer-client interaction. Together we create spaces where communities can live, learn, work, and play.

### Staff Availability

hdesigngroup has 20 employees on staff including six licensed architects. All staff members assigned to this project are immediately available to begin working.

licensed architects	6
architectural designers	12
administrative	2

LIVE

LEARN

WORK

PLAY



#### CONTACT INFORMATION:

**Brent Stevens, Principal**

417.887.6595

brent@hdesigngroup.com

#### LOCATION:

5039 S National Ave  
Springfield, MO 65810

# City Utilities of Springfield

## Downtown Bus Transit Station

City Utilities is the sole provider of utilities and public transportation in Springfield. The expanding needs of the Springfield community demanded an expanded and upgraded transfer facility for its public buses. This project created a safe, efficient environment for Springfield's public transportation system. It now includes administrative offices, employee amenities, ticket sales, and passenger waiting/warming areas. Emphasis was placed on sustainable design, safety, and noise reduction.

Improvement areas for the transit center include: accessibility for universal needs and disabilities, ticketing kiosks, a City Utility payment kiosk, large screen televisions for displaying route information, weather, and news updates, Wi-Fi accessibility, bike repair station and bike lockers, drivers' lounge, public USB charging stations, indoor and outdoor seating, and multiple platform bays equipped with technology for displaying route information—all coinciding with the updated bus routes around the city.



# City Utilities of Springfield

## Boonville Campus Maintenance Facility

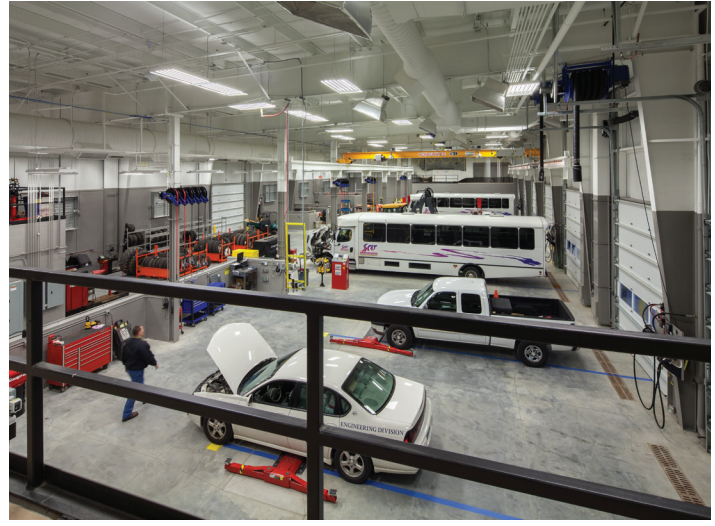
City Utilities of Springfield needed to expand and implement a long-term acquisition of a larger fleet of vehicles including public buses. This required expansion of a 100-year-old historic building into a modernized campus. The overall goal of the project was to bring the daily functions of CU's bus transit system under one roof. This included fueling, fare retrieval, interior cleaning, bus queuing, bus storage, and bus maintenance. We approached the project utilizing an interactive planning and design process. The upgrades provide secure, climate-controlled storage and maintenance for the fleet of over 40 vehicles and provide solutions to several previous safety concerns. After months of working with the various departments and the end-users of the facility, we proceeded with full construction documents, specifications, cost allocation plans, final budget, FTA Energy Assessment Documents, and a detailed work-around plan.



# City of St. Charles

## Public Works Facility

This LEED certified building allowed the City of St. Charles to consolidate the water department, street department, fleet maintenance, public works, and engineering departments into a unified campus, while also allowing for future growth. The new facility now accommodates administrative personnel, maintenance areas, storage, heavy equipment, and a salt dome with a 4,000-ton storage capacity. Consideration for large vehicular movements, weather emergency plans, overall campus security, interdepartmental sharing, and future expansion were all key factors in the final design of the project.



# City of O'Fallon Public Works Facility

The City of O'Fallon engaged our team to complete a Programming Workshop for the existing Public Works Facility Campus. This workshop had the objective of reviewing and evaluating the functional requirements of each department and integrating those needs into the design process. This will ensure a facility design solution which is responsive to the current and future needs of the City of O'Fallon. This task included programming questionnaires, touring and measuring existing facilities, and interviews with each individual department to determine conditions and deficiencies as well as the 25-year projected needs for each department's staff, equipment, and overall facilities. After this information was compiled, analyzed and presented, our team was appointed to follow through with a charrette workshop. The on-site multi-day charette utilized all data gathered, including needs for circulation and proximity relationships, to generate several site layout options that could meet the desired functional requirements. Through collaborative feedback, an ideal design solution was selected to further refine and develop a preliminary construction cost estimate.



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Section 3  
Qualifications of Staff

City Utilities of Springfield  
Boonville Campus Maintenance Facility

LOCATION:  
Springfield, 183



REPUBLIC, MISSOURI  
GROWING TOGETHER

Designer | Architect | Project Manager



hdesigngroup

Consultants



Structural Engineer



Engineering | Energy | Innovation

MEP Engineer



Civil Engineer



Transportation + Municipal  
Facilities Design Consultant

# Rob Haik AIA

Founding Principal | Architect



FIRM:

**hdesigngroup**

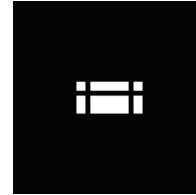
YEARS EXPERIENCE: **26**

EDUCATION:

**Bachelor of Architecture**  
Drury University

team qualifications | hdesigngroup

Item 19.



Rob Haik is the founding Principal of H Design Group. His longevity in the architectural field and being raised in the Springfield community have given Rob the opportunity to establish strong ties and gain vast knowledge in the construction industry and region.

Rob's emphasis and educational background of quality design along with his skills as a space planner have allowed him to accomplish creative solutions for a diverse range of clients and building projects. His passion, commitment to excellence, and perfectionist attitude are the qualities that contribute to the success of H Design Group and their continuous client relationships. As Principal of H Design Group, Rob is involved in and oversees all aspects of a project from the initial introductions and planning phases to the final walk-through and opening.

## RELATABLE/NOTABLE EXPERIENCE

St. Charles Public Works Facility	St. Charles, MO
O'Fallon Public Works Facility	O'Fallon, MO
City Utilities Bus Transit Center	Springfield, MO
Boonville Maintenance Campus	Springfield, MO
Wentzville Public Works Facility	Wentzville, MO

# Brent Stevens AIA, NCARB

Principal | Architect



FIRM:

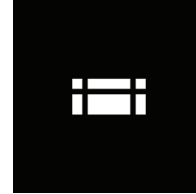
**hdesigngroup**

YEARS EXPERIENCE: **23**

YEARS WITH FIRM: **18**

EDUCATION:

**Bachelor of Architecture  
University of Arkansas**



Brent Stevens became a joint Principal of H Design Group in 2001 with the focus of his responsibility in managing the architectural department. Having worked in the architectural field for 22 years, he has vast experience working on civic, themed amusement, religious, and educational projects.

Brent is responsible for the technical and quality assurance of all construction documents. Because of his focus on details and realistic approach of attaining buildable components, Brent has gained a solid reputation within the construction field. It is this solid relationship with contractors, combined with his knowledge and technical skills in construction, that allows success in providing projects that are on time and within budget.

## RELATABLE/NOTABLE EXPERIENCE

St. Charles Public Works Facility	St. Charles, MO
O'Fallon Public Works Facility	O'Fallon, MO
City Utilities Bus Transit Center	Springfield, MO
Boonville Maintenance Campus	Springfield, MO
Wentzville Public Works Facility	Wentzville, MO

# B. Todd Bolin AIA

Principal | Architect



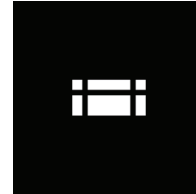
FIRM:  
**hdesigngroup**

YEARS EXPERIENCE: **26**  
YEARS WITH FIRM: **15**

EDUCATION:

**Bachelor of Architecture**  
**University of Kansas**

**Bachelor of Science in Design /**  
**Drafting**  
**Missouri State University**



Todd Bolin brings over 26 years of project experience into the architectural department. As Principal with hdesigngroup, his ability to manage a wide variety of projects allows him to assist clients through the multitude of steps involved in the programming and building process. Todd's strong construction background and technical skills ensure projects are designed with current construction materials and methods, not to mention having worked with a majority of the major contractors in Missouri, Arkansas, and Oklahoma. Because of his successful involvement with the O'Reilly Family Event Center, the Discovery Center, and the Springfield-Greene County Botanical Center, Todd's knowledge in attaining LEED certification has gained him national recognition regarding his skills and practicality in applying LEED principles.

Furthermore, because Todd's focus is strongly construction related, his participation with any project is utilized to help ensure shorter construction schedules and minimize construction costs at the owner's benefit.

## RELATABLE/NOTABLE EXPERIENCE

O'Reilly Family Event Center	Springfield, MO
Discovery Center	Springfield, MO
Springfield-Greene County Botanical Center	Springfield, MO

# HDR | Maintenance Design Group

Transportation + Municipal Facilities  
Design Consultant



**Tom Rieger**

Senior Facility Designer

Years Experience: 9



HDR | MDG is an independent specialty consulting firm with a focus on functional planning and design of maintenance facilities. They've successfully met their clients' needs on more than 800 planning/design facility projects over the past two decades, including the Public Works Facility in St. Charles, MO. Their designs increase the efficiency of fleet and other maintenance tasks, optimize onsite storage in designated warehouses, yards, and shops, decrease retrieval times, increase security, and provide safe, functional, and easily adaptable work environments. Their focus on collaborative planning allows them to create facilities that are not only functional, but also innovative and sustainable.

Tom Rieger is a Senior Facility Designer with HDR | MDG. He has more than nine years of related experience with maintenance facility design, including more than 80 facility projects for transportation and municipal clients.

His responsibilities include programming, master planning, and equipment selection, specification, and layout for new or renovated facilities, as well as Facility Maintenance Plans to ensure clients continue to operate their facilities with maximum efficiency. Tom is able to commit 25% of his time to this project.

## RELATABLE/NOTABLE EXPERIENCE

St. Charles Public Works Facility	St. Charles, MO
O'Fallon Public Works Facility	O'Fallon, MO
Iowa City Public Works Facility	Iowa City, IA
Boonville Maintenance Campus	Springfield, MO



THE TEAM:



**Alan Mettemeyer, PE SE**

Engineer of Record  
Years Experience: 19



**Branden Warden, PE**

Project Manager  
Years Experience: 14



**Spencer Bearden**

Project Engineer  
Years Experience: 3



**Matt Hensley**

CAD Technician  
Years Experience: 11

Mettemeyer Engineering, LLC is a locally owned and operated full-service structural engineering firm that was established in July 2000 by Alan Mettemeyer, PE. Mettemeyer Engineering's team has worked in the Southwest Missouri/Northwest Arkansas area for over 25 years in the Architectural/Engineering and Construction fields. During this time, they have worked hand in hand with hdesigngroup on many projects and have developed a great understanding of the local availability of materials and methods of construction which, in turn, allows Clients/Owners to get the most cost effective system. Mettemeyer prides itself on timely response and economical solutions to architectural creativity. Furthermore, they place service before profit and honor their professional obligations before personal advantage which is critical when working within State Grants/Funding.

RELATABLE/NOTABLE EXPERIENCE

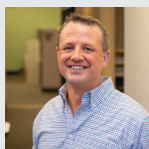
City of St. Charles Public Works Facility	Springfield, MO
Greene County Public Safety Coordination Center	Springfield, MO
Botanical Center	Springfield, MO
Carl Junction Community Center	Carl Junction, MO
Stone County Judicial Center Expansion	Galena, MO
City Utilities Bus Lift Building Addition and Transit Wash Bay Remodel	Springfield, MO



Team based and purpose driven, Olsson has more than 1,200 team members in 30 offices across nine states, including Arkansas. They provide complete and comprehensive solutions in the practice areas of land development, landscape architecture and urban planning, building services, water/wastewater, water resources, transportation, environmental resources and compliance, community and municipal services, and field services -- ALL IN HOUSE.

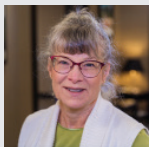
Olsson provides professional services to state, educational, and higher educational facilities. Their firm has 63 years of experience serving higher educational facilities similar to North Arkansas College. Olsson regularly provides project management, project scheduling, design development, LEED documentation, needs assessment, CADD drafting, constructability reviews, design services during construction, master planning, project estimating, specification writing, construction documents, inspection services, environmental documentation and coordination, and construction observation as part of their educational projects.

THE TEAM:



**Jared Rasmussen, PE**

Vice President / Team Leader | General Civil  
Years Experience: 17



**Jane Earnhart, PLA, ASLA, LEED GA**

Vice President / Senior Landscape Architect  
Years Experience: 34



**Ryan Jeppson, PE**

Senior Engineer | General Civil  
Years Experience: 20

RELATABLE/NOTABLE EXPERIENCE

Greene County Public Safety Center	Springfield, MO
Republic City Hall	Republic, MO
JR Martin Park	Republic, MO
Public Safety Center	Springfield, MO
Missouri National Guard, Aviation and Classification Repair Army Depot	Springfield, MO
Kansas Army and Air National Guard, Pratt Military Vehicle Storage Compound Expansion	Pratt, KS



## Engineering | Energy | Innovation

CJD Engineering LLC is a consulting engineering firm specializing in mechanical and electrical building systems engineering and energy services. Since forming in 2005, they have maintained steady growth to build a team comprised of talented engineers, field technicians, and administrative staff. They strive to produce solutions that meet the concise and complex needs of the end user in an effort to provide a final product that helps the client to maximize their investments in personnel and capital resources. They focus on providing exceptional professional services in a timely manner for all aspects of the design and construction process, while serving a wide range of local and regional clients.

### RELATABLE/NOTABLE EXPERIENCE

MSSU Reynolds Hall	Joplin, MO
Springfield/Branson National Airport ATCT Modernization	Springfield, MO
Ozarks Food Harvest, Central Office and Distribution Center	Springfield, MO
Battlefield City Hall and Police Station	Battlefield, MO
City of Springfield, Clean Water Services Operations Facility	Springfield, MO
AVCRAD Aviation Classification and Repair Activity Depot	Springfield, MO

### THE TEAM:



**Ryan Jones, PE**

Principal

Years Experience: 20



**Tim Guth**

Facilities Management

Years Experience: 5



**Teresa Ehlert**

Architectural Engineering

Years Experience: 7



**Sy Shumaker**

Mechanical Engineering

Years Experience: 19

## 4

## Section 4 - Familiarity/History within the Region

### Government Project Experience

Our design team has extensive experience with Municipal Maintenance Facilities and the associated requirements involved. Our combined experience includes thousands of projects with various Agency Approval requirements. We have assembled a team that provides nationally renowned transit design experience combined with local resources.

### Relevant Projects

City Utilities Maintenance Building	Springfield, MO
City Utilities Bus Storage Facility	Springfield, MO
City Utilities Wash, Clean and Fair Retrieval Facility	Springfield, MO
St. Charles Public Works Facility	St. Charles, MO
City Utilities Bus Transfer Station	Springfield, MO
City Utilities Bus Lift Building Addition & Transit Wash Bay Remodel	Springfield, MO
Republic School District Bus Maintenance and Storage Facility	Republic, MO
Springfield Public Schools (3 New Elementary Schools)	Springfield, MO
O'Fallon Public Works Facility (In Progress)	O'Fallon, MO
Wentzville Public Works Facility (In Progress)	Wentzville, MO

## 5 Section 5 - Architectural Rendering of Building



The concept above is simply one option of many that could be considered. This particular option provides a more formal public presence along Highway ZZ and would be the main drive entrance to the facility for both guests and employees. The garage area and yard would be largely hidden behind the finished areas. Gates would separate and secure the public areas from the service area. City vehicles would have direct dedicated access from Republic Road into the service yard. Covered and uncovered parking stalls are shown at various sizes to accommodate the anticipated range of vehicles. (This will need to be customized based on Republic's vehicle inventory). Interior yard clearances and large vehicular turning radii have been incorporated. Additional opportunities for secured vehicles and material storage (or even a future building) is shown in the shaded area along Republic Road. The east/west orientation of the building will help to navigate the grading design on the site. Detention is sized and located on the lowest corner of the site but we may be able to get the outlet structure designed to release to the ROW of Highway ZZ. The Developer agreement with the property on the corner does have requirements for public utility extensions, shared detention, and shared site access.



southeast aerial view



north garage area view



## 6 Section 6 - References

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### Project References

#### **St. Charles Public Works Facility**

Daryl Hampel, Public Works Superintendent

Ph: 636.949.3363

email: daryl.hampel@stcharlescitymo.gov

address: 2871 Elm Point Industrial Dr., St. Charles, MO 63301

Please refer to Page 11 for Project Summary

#### **O'Fallon Public Works Facility**

Chris Clercx, Project Manager

Ph: 636.379.5590

email: cclercx@ofallon.mo.us

address: 100 North Main St., O'Fallon, MO 63366

Please refer to Page 12 for Project Summary

#### **Republic Parks & Recreation**

Jared Keeling, Parks & Recreation Director

Ph: 417.732.3500

email: jkeeling@republicmo.com

address: 711 E Miller Rd., Republic, MO 65738

We worked with Mr. Keeling in his role as Interim City Administrator on the Republic City Hall Feasibility Study.

#### **Republic School District**

Jason Perkins, Executive Director of Operations

Ph: 417.732.3605

email: Jason.Perkins@republicschools.org

address: 518 North Hampton Ave., Republic, MO 65738

We have worked with the Republic School District for the past 10 years on several projects.

#### **City Utilities of Springfield Maintenance Facility**

Chris Haller, Manager - Facilities Management

Ph: 417.831.8408

email: chris.haller@cityutilities.net

address: PO Box 551, Springfield, MO 65801

Please refer to Page 10 for Project Summary

7

Section 7  
Technical Approach

hdesigngroup

LOCATION:  
Springfield, MO

# 7 Our Approach

## Statement of Project Understanding

For our team, design is a collaborative process of discovery. Our solutions are not forced, prepackaged, or created in a vacuum. Together we will understand the full situation and needs of the project. Together we will create a design ideally suited for your circumstances and aspirations.

In order to design a new facility for the City of Republic's Community Development/Public Works Facility, the 5.9 acre site will be evaluated. Feasibility planning and consideration will also include the master-planning of a garage area with at least 6-8 drive through bays to accommodate large equipment, dump trucks, and trailers; securable outdoor equipment storage for, machinery, trailers, and approximately 75 vehicles as well as outdoor covered material storage areas; office space to accommodate 10-15 administrative personnel; a record retention area, breakroom/lunchroom, conference/training room, locker rooms, and showers to accommodate approximately 50 field staff.

In purpose-built maintenance and operational facilities, there are hundreds of individual equipment items related to fleet maintenance and no fewer than half a dozen specialized systems integral to the facility that must be specifically designed for fleet maintenance activities. An efficient layout of equipment, service bays, and shop areas is necessary to dictate ideal workflow and space needs. In addition, a flexible building geometry is vital to allow for accommodations to be made facilitating future growth for shared operations, while eliminating disruptions to operations and maintenance functions.

Implementation of the design will be as generally described in the Statement of Qualifications document. The project will consist of four primary task elements as follows:

- Task 1: Needs Assessment Study
- Task 2: Conceptual Design
- Task 3: Final Design
- Task 4: Construction Related Services

Please refer to the Custom Approach and Work Plan on the following pages for detailed information related to the primary tasks indicated above. All tasks of the project will include project management responsibilities, construction cost estimates, and coordination with local, state, and federal regulatory agencies.

## Custom Approach and Work Plan

We have organized our approach based upon the Scope of Services received within the SOQ, as well as our own experience working on similar projects.

In design and construction, the process is often as important as the product. To create a successful end-product, it is essential that our team work closely with your team. We'll collaborate with not only the administrators, but also with the primary users of the existing facilities who know its operations and will be in the new facility daily. The end-users of the project are always given the opportunity to affect the design as it develops. We believe that this collaborative design approach encourages a feeling of ownership and is the best way to achieve a truly responsive design.

The phases of the project will consist of four primary elements:

### Task 1: Needs Assessment Study

- Task 1A: Assess Public Works Department Operational Requirements
- Task 1B: Building Programming
- Task 1C: Site Planning & Floor Planning
- Task 1D: Opinion of Probable Construction & Life Cycle Costs

### Task 2: Conceptual Design

- Task 2A: 50% Design Documents
- Task 2B: Opinion of Probable Project Cost

### Task 3: Final Design

- Task 3A: 100% Bid Documents
- Task 3B: Opinion of Probable Project Cost
- Task 3C: Bid Phase Services

### Task 4: Construction Related Services

- Task 4A: Construction Phase and Close-Out Services
- Task 4B: Project Management, Presentations & Coordination

To provide additional detail and represent our project team's understanding of the scope, we have further itemized the elements of each task covered under this SOQ into objectives, work elements, and anticipated deliverables for each task and sub-task:

## Task 1: Needs Assessment Study

The objective is to review and evaluate the functional requirements as input into the design process which will ensure a facility responsive to the needs of the City of Republic, as well as to ensure that the functional requirements, including circulation and proximity relationships, are appropriately addressed in the Conceptual Design.

### Task 1A-Assess Public Works Department Operational Requirements

#### Data Collection & Distribution:

- Review requirements for various departments listed.
- Review all support facility requirements.
- Review storage requirements for on-site and off-site requirements.
- Summarize potential energy conservation and sustainability features.
- Complete a boundary and topographic survey of the existing site extending sufficiently beyond the periphery site to identify conditions adjacent to the site necessary for design purposes.
- Assist the client as needed in the development of an appropriate scope of work to retain required specialty consultants such as Surveying, Geotechnical Consultant, Testing Laboratory, and Traffic Impact Studies.
- Develop interview questionnaires to be used during the programming sessions with City of Republic staff and provide these questionnaires to the City for distribution prior to the orientation meeting.

#### Code & Regulatory Agency Research:

- Research and identify applicable building codes.
- Identify and research regulatory agency requirements.
- Determine and confirm the flood plain status of the site and assess impact on site development.
- Research and confirm the availability and capacity of existing utility systems for:
  - Electric Power
  - Natural Gas
  - Communications / Data
  - Sanitary Sewer
  - Water
  - Storm Sewer
- Confirm zoning restrictions applicable to the project site.
- Determine stormwater management system requirements related to both quantity and quality of stormwater runoff.
- Contact with permitting/regulatory agencies as appropriate to ascertain requirements, approval processes, timelines for approvals, and fees.

## Task 1B & 1C-Building Program & Site Planning

### Space Needs Program: Orientation Meeting

- Conduct an orientation/kick-off meeting for all key City of Republic staff. Review programming questionnaires previously provided to the staff, discuss programming process, and address issues to ensure most effective participation by key staff.
- Develop space program requirements for the facility based on information and 30 year projections developed as part of the data collection effort.
- Determine number and size of various workstations.
- Tour existing facilities in order to gain an understanding of current operating philosophies and conditions.
- Conduct programming interviews with key City of Republic staff to stimulate dialogue relating to staff and vehicle projections, office, shop, and storage space requirements, as well as general operating practices.
- Review requirements for vehicle repair bays and associated shops.
- Review requirements for workshops and material storage areas.
- Review support facilities requirements including offices, restrooms, lunchrooms, and locker areas.
- Review building and yard storage requirements for equipment, parts, and materials.
- Review requirements for vehicle storage, parking, washing, and fueling.
- Determine storage requirements for parts, materials, and equipment.
- Determine parking requirements for City employees, visitor, and delivery vehicles.
- Identify vehicular clearance requirements throughout the interior of the facility.

### Conceptual Site & Floor Plans: On-Site Charrette

- Identify potential alternatives to meet the requirements established in previous task.
- Participate in an on-site design charrette working directly with the Design Team and City of Republic to develop at least three alternatives for site configuration and general building design. During this on-site process, alternatives will be reviewed by City of Republic staff. Based on review comments, selected alternatives will be refined and presented for review. A final review meeting will result in a selected Master Plan and Conceptual Design.
- Site issues addressed will include:
  - Developing circulation patterns for vehicles, materials, and personnel that will provide the most efficient, cost effective, and safest maintenance operation.
  - Developing ingress and egress routes which maximize safety and security and minimize vehicular and pedestrian conflict on and off the site.
  - Establishing site area relationships including administration, operations, and maintenance facilities, as well as city, employee, delivery, and visitor parking.
- Facility issues addressed will include:
  - Developing circulation patterns for equipment, materials, and personnel within the buildings and their relation to site circulation patterns.
  - Establishing functional area relationships within and between departments. Primary considerations to be industrial workflow, supervision, and safety.
- Reviewing architectural design for functional response to program and adherence to approved maintenance conce

- Equipment Programming: The City of Republic will assist the Design Team in providing a detailed design inventory of the existing shop equipment, by functional area, which will be relocated to the new facility. hdesigngroup will provide the city staff with instruction and inventory forms. The information collected will include description, quantity, manufacturer, model number, and utility requirement.
- Space Needs Program: hdesigngroup will provide a Space Needs Program that documents the programming process and provides the final Space Needs Program. The program will be distributed to the Design Team and key City of Republic staff for review prior to the charrette.
- Discuss mechanical system options and relative pros/cons (energy use being a part of this). Narrow down to one or two systems during the charrette. (Via Conference Call)
- Establish, with the City and Design Team's direct input, the base design criteria to be used for planning and designing the new facilities. This design criteria will identify preliminary functional requirements for building systems including architectural, civil, structural, equipment, mechanical, electrical, and plumbing such as:
  - o Materials, finishes, and clearance requirements throughout the project.
  - o General site grading, paving, and drainage issues.
  - o Functional spacing and placement of structural systems.
  - o General ventilation requirements for each functional area including repair bays, maintenance shops, welding, battery, wash areas, and lower level work areas.
  - o Minimum design temperatures for heating and cooling for each functional area.
  - o Lighting levels and type of lighting for all exterior areas including employee and visitor parking, repair staging, vehicle circulation areas, and outside secure storage.
  - o Lighting levels and type of lighting for each functional area within the facility.
  - o Functional areas and equipment to be included on emergency power generating system.
  - o Fire protection and service fluids piping and storage systems.
  - o Design impacts on the use of alternative fuels.
  - o Lessons learned from other similar facility design and construction efforts.

### Task 1D-Opinion of Probable Construction Cost:

Based on the selected Master Plan, the HDG Team will create a preliminary square footage construction cost estimate for the project.

Task 1 Deliverables: Master Plan Design Report including the following:

- Programming Questionnaires
- Final Space Needs Program
- Preliminary Equipment List
- Floor Plan and Site Plan Schematics
- Square Footage Cost Estimate of Construction
- Presentation of final report to City and Board of Alderman

## Task 2: Conceptual Design

### Task 2A- 50% Design Documents

During the Preliminary Design Phase, our team will attend a 2-day design team workshop in Springfield to coordinate disciplines for implementation into the design.

#### General Information

- Complete cover sheet with general project information, requirements, index, conceptual rendering, zoning data, building code information, and site location map.
- Complete outline of technical specifications for all front-end (Division #1) sections of the project.

#### Site Design & Civil Engineering:

- Coordinate requirements related to the Geotechnical Investigation.
- Review recommendations of the geotechnical report for inclusion in designs.
- Determine potential Corps of Engineers Section 404 permitting requirements.
- Further develop and prepare drawings illustrating all site elements, including functional and transit operations planning.
- Establish building finish floor elevations considering flood plain issues, utility connections, stormwater management system requirements, and general site grading issues.
- Meet with local fire department to confirm Fire Department Access requirements, fire hydrant requirements, and fire suppression system requirements.
- Request/review hydrant flow tests to assess system static and residual pressures and expected maximum available flow rates for fire suppression systems.
- Complete a 50% level preliminary design of civil engineering components of the project, including (but not limited to):
  - Site layout/configuration.
  - Site ingress and egress.
  - Parking layout for employees, customers, and fleet vehicles.
  - Confirm site layout design with horizontal geometric requirements for vehicular turning movements.
  - Site grading.
  - Develop a 3D digital terrain model for quantifying earthwork.
  - Confirm vertical clearance envelope requirements of design vehicles with preliminary grading design.
  - Stormwater management system study.
  - Storm sewer systems.
  - Underground systems for collection/conveyance of roof drainage.
  - Stormwater detention systems.
  - Stormwater treatment systems.
  - Exterior oil/sand separators.
  - Sanitary sewer service line systems.
  - Domestic water service systems, including metering.
  - Fire suppression services systems, including cross-connection control.

## 7 scope of services

- o Fire hydrant service lines/loops.
- o Pavements, walks, and ramps.
- o Coordinate utility locations for electrical power, natural gas, communications/data, and security systems with MEP consultant.
- o Spill containment areas for potential fuel spills at fueling islands.
- o Oil/water separator for fuel containment areas.
- o Assess potential utility system conflicts.
- o Temporary erosion and sediment control systems.
- o Civil Outline Technical Specifications.

### Architectural Design:

- Based on selected concept, design a floor plan layout, building components, equipment selections, equipment layout, materials, and coordinate architectural designs with civil, structural, mechanical, electrical, and plumbing system components.
- Complete a final code and zoning review analysis.
- Complete a 50% level design of architectural components of the project, including (but not limited to):
  - o Architectural Site Plan
  - o Landscaping Plan
  - o Landscaping & Planting Details
  - o Site Plan Details of perimeter fencing, gates, trash enclosures, bollard details, accessible signage, etc.
  - o Overall Floor Plan(s) of each building
  - o Enlarged Floor Plan Details
  - o Overall Roof Plan with Details
  - o Door, Window, and Room Finish Schedule
  - o Exterior Building Elevations
  - o Enlarged Building Elevation Details
  - o Building Sections
  - o Enlarged Wall Section Details
  - o Interior Elevations
  - o Millwork Elevations, Sections, and Details
  - o Reflected Ceiling Plans
  - o Architectural Outline Technical Specifications

### Structural Design:

- Perform structural calculations based on pre-engineered metal building system.
- Complete a 50% level design of structural components of the project, including (but not limited to):
  - o Foundation Plan(s) and Details
  - o General Framing Plan(s) with Loading Requirements
  - o General Structural Notes
  - o Structural Outline Technical Specifications

### Equipment Design:

- Inventory existing shop equipment, by functional area, which will be relocated to the new facility. Include description, quantity, manufacturer, model number, and utility requirements.
- Participate in equipment review meeting with City of Republic to review, by functional area, maintenance and service equipment needed to support maintenance activities. Maintenance equipment includes storage equipment, shop equipment, wash equipment, vehicle exhaust systems, lifts, and cranes. Service equipment includes compressed air system components (i.e. compressor, dryer, hose reels, filter/regulator/lubricator) and lubrication system components (i.e. pumps, tanks, hose reels). Identify quantities required, dimensions, and impact on other design team disciplines. During the review meeting with City of Republic staff, hdesigngroup will present the Preliminary Equipment List, Cutsheets, and Preliminary Equipment Layout Drawings to ensure that all equipment requirements have been addressed.
- Update equipment list to be consistent with equipment layout drawings and facility design. Equipment will be listed by functional area within each department, alphabetically by description, and numerically by equipment identifier. Equipment list includes information regarding description, quantity, price, dimensions, procurement strategies, specification responsibility, and discipline coordination matrix.
- Complete a 50% level design of equipment components of the project, including (but not limited to):
  - Maintenance Equipment Layout Drawings
  - Service Equipment Drawings
  - Discipline Coordination Drawings
  - Updated Equipment Lists/Manuals
  - Updated Discipline Coordination Schedule
  - Specification Letter and Draft Specifications
  - Preliminary Design Package Review Comments

### Mechanical, Electrical, & Plumbing Systems Design:

- Complete a 50% level design of MEP components of the project, including (but not limited to):
  - Heating, ventilating, and air conditioning systems
  - Plumbing system
  - Lube, maintenance fluid, and compressed air distribution system design
  - Car/Truck muffler exhaust system design
  - Emergency power generator system design
  - Vehicle Wash System MEP utilities design
  - Electrical systems design
  - Fire protection system design performance specification (includes general fire sprinkler and fire alarm design information, fire alarm device locations)
  - Site lighting systems design
  - Telephone and data boxes and conduit
  - Conduit and boxes (rough-in) to support audio/visual systems
  - Conduit and boxes (rough-in) to support security systems
  - MEP Outline Technical Specifications

### Task 2B- Opinion of Probable Construction Cost

Based on the completed 50% Preliminary Design Drawings & Specifications, the hdesigngroup team will create a detailed construction cost estimate for the project in a CSI format that will be structured for continual updating through subsequent phases of the design process.

#### Task 2 Deliverables:

- 50% Preliminary Design Package
- Outline Technical Specifications
- Service Equipment Manuals
- Updated Opinion of Probable Cost Document
- Design Team Presentation of Preliminary Design Documents & Budget with work session

### Task 3: Final Design

#### Task 3A- 100% Bid Documents

During the generation of the Bid Document creation phase, our team will attend a 2-day design team workshop in Springfield to coordinate disciplines for implementation into the design.

#### General Information

- Complete cover sheet with general project information, requirements, index, conceptual rendering, zoning data, building code information, and site location map.
- Complete outline technical specifications for all front-end (Division #1) sections of the project.

#### Site Design & Civil Engineering:

- Assist the Owner with submitting a Notice of Intent to the Missouri Department of Natural Resources (MDNR) by completing technical portions of the NOI application as well as preparing supporting documents.
- As required by MDNR, prepare a written Storm Water Pollution Prevention Plan for use at the construction site.
- Complete a 100% level final design of civil engineering components of the project, including (but not limited to)
  - Site Layout/ configuration
  - Site ingress and egress
  - Parking Layout for employees, customers, and fleet vehicles
  - Confirmation of site layout design with horizontal geometric requirements for vehicular turning movements
  - Site Grading
  - Develop a 3D digital terrain model for quantifying earthwork
  - Confirmation of vertical clearance envelope requirements of design vehicles with preliminary grading design
  - Storm water management system study
  - Storm sewer systems
  - Underground systems for collection/ conveyance of roof drainage

- o Storm water detention systems
- o Storm water treatment systems
- o Exterior Oil / sand separators
- o Sanitary sewer service line systems
- o Domestic water service systems, including metering
- o Fire suppression services systems, including cross-connection control
- o Fire Hydrant service lines/ loops
- o Pavements, walks, and ramps
- o Coordination of utility locations for electrical power, natural gas, communications/ data, and security systems with MEP consultant
- o Spill containment areas for potential fuel spills at fueling islands
- o Oil / Water separator for fuel containment areas
- o Assess potential utility system conflicts
- o Temporary erosion and sediment control systems
- o Civil Outline Technical Specifications

#### Architectural Design:

- Based on selected concept, design a floor plan layout, building components, equipment selections, equipment layout, materials, and coordinate architectural designs with civil, structural, mechanical, electrical and plumbing system components.
- Complete a 100% level design of architectural components of the project, including (but not limited to):
  - o Architectural Site Plan
  - o Landscaping Plan
  - o Landscaping & planting Details
  - o Site Plan Details of perimeter fencing, gates, trash enclosures, bollard details, accessible signage, etc.
  - o Overall Floor Plan(s) of each building
  - o Enlarged Floor Plan Details
  - o Overall Roof Plan with Details
  - o Door, Window and Room Finish Schedule
  - o Exterior Building Elevations
  - o Enlarged Building Elevation Details
  - o Building Sections
  - o Enlarged Wall Section Details
  - o Interior Elevations
  - o Millwork Elevations, Sections & Details
  - o Reflected Ceiling Plans
  - o Architectural Technical Specifications

### Structural Design:

- Perform structural calculations based on pre-engineered metal building.
- Complete a 100% level design of structural components of the project, including (but not limited to):
  - Foundation Plan(s) & Details
  - General framing Plan(s) with loading requirements
  - General Structural Notes
  - Structural Outline Technical Specifications

### Equipment Design:

- Complete a 100% level design of Specialty Equipment for the project, including (but not limited to):
  - Equipment Layout Drawings
  - Service Equipment Drawings
  - Signage and Striping Drawings
  - Equipment List and Cost Estimate
  - Equipment Specifications
  - Design Documents package review comments

### Mechanical, Electrical & Plumbing Systems Design:

- Complete a 100% level design of MEP components of the project, including (but not limited to):
  - Heating, Ventilating and air conditioning systems
  - Plumbing System
  - Lube, Maintenance Fluid, and Compressed Air distribution system design
  - Car/Truck muffler exhaust system design
  - Emergency power generator system design
  - Vehicle Wash System MEP utilities design
  - Electrical systems design
  - Fire protection system design performance specification includes general fire sprinkler and fire alarm design information, fire alarm device locations
  - Site Lighting systems design
  - Telephone and data boxes & conduit
  - Conduit and boxes (rough-in) to support audio/visual systems
  - Conduit and boxes (rough-in) to support security systems
  - MEP Technical Specifications

### Task 3B-Opinion of Probable Construction Cost:

Based on the completed 100% Final Design Drawings & Specifications, the HDG Team will create a detailed construction cost estimate for the project in a CSI format.

### Task 3C - Bid Phase Services

Assist the owner in obtaining qualified general contractor bids for construction and obtaining necessary building permits for construction. The HDG Team shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the HDG Team shall assist the Owner in (1) obtaining competitive bids (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

- The HDG Team shall assist the owner in bidding the project by:
  - Procuring the reproduction of Bidding Documents for owner's distribution to prospective bidders
  - Organizing and conducting a pre-bid conference for prospective bidders
  - Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda and/or supplemental instructions
  - Owner Provided Services during bidding: Assembling Consultants' documents together with City of Republic standard contracting documents; advertising for competitive bids; administration of the bidding process; organizing and conducting the opening of bids, preparing construction contracts; and executing construction contracts
- The HDG team shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.
- The HDG Team shall assemble and submit all necessary documents to governing authorities and jurisdictions for plan review and permitting. In response to any plan review comments, the HDG Team will prepare formal responses in the form of addenda and/or supplemental instructions.

### Task 3 Deliverables:

- One digital set on CD of sealed construction documents and specifications to the Owner
- Note: All city application fees, plan review & permitting fees are excluded.
- Final Cost Opinion Document

### Task 4: Construction Related Services

#### Task 4A - Construction Phase & Close-Out Services

To represent the Owner during construction to ensure that the construction follows the requirements set forth in the construction documents and specifications.

- General
  - The HDG Team shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the HDG Team's services under this Agreement unless the Owner and the HDG Team amend this Agreement.

- o The HDG Team shall advise and consult with the Owner during the Construction Phase Services. The HDG Team shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The HDG Team shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the HDG Team be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The HDG Team shall be responsible for the HDG Team's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
  - o The HDG Team's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminate on the date the HDG Team issues the final Certificate for Payment.
- Evaluations of the work
    - o The HDG Team shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the HDG Team shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the HDG Team shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.
    - o The HDG Team has the authority to reject Work that does not conform to the Contract Documents. Whenever the HDG Team considers it necessary or advisable, the HDG Team shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the HDG Team nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the HDG Team to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
    - o The HDG Team shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The HDG Team's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
    - o Interpretations and decisions of the HDG Team shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the HDG Team shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The HDG Team's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
    - o Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the HDG Team shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

- Submittals
  - The HDG Team shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The HDG Team's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the HDG Team's professional judgment to permit adequate review.
  - In accordance with the HDG Team-approved submittal schedule, the HDG Team shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The HDG Team's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the HDG Team, of any construction means, methods, techniques, sequences or procedures. The HDG Team's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
  - If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the HDG Team shall specify the appropriate performance and design criteria that such services must satisfy. The HDG Team shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the HDG Team. The HDG Team shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.
  - The HDG Team shall review and respond to requests for information about the Contract Documents. The HDG Team shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The HDG Team's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the HDG Team shall prepare and issue supplemental Drawings and Specifications in response to requests for information.
  - The HDG Team shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.
- Changes to the Work
  - The HDG Team may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The HDG Team shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.
  - The HDG Team shall maintain records relative to their changes in the Work.

- Project Completion
  - The HDG Team shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
  - The HDG Team's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
  - When the Work is found to be substantially complete, the HDG Team shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
  - The HDG Team shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
  - Upon request of the Owner after construction is complete, the HDG Team shall conduct a meeting with the Owner and Contractor to participate in equipment training and testing sessions.

### Task 4 Deliverables:

- One owner copy of all submittals
- Construction Progress Reports & Photographs.



City Utilities of Springfield  
Downtown Bus Transit Station

LOCATION:  
Springfield, MO



CITY OF REPUBLIC, MISSOURI

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 RSMO., ET SEQ.  
FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00

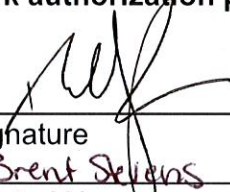
STATE OF Missouri )  
 ) ss.  
COUNTY OF Greene )

Before me, the undersigned Notary Public, in and for the County of Greene, State of Missouri, personally appeared Brent Stevens (Name) who is Principal (Title) of H Design Group, LLC (Name of company), (corporation), (partnership), (sole proprietorship), (limited liability company), and is authorized to make this affidavit, and after being duly sworn did depose and say:

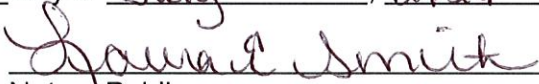
- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted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

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

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

  
\_\_\_\_\_  
Signature  
Brent Stevens  
\_\_\_\_\_  
Printed Name

Subscribed and sworn to before me this 16 day of July, 2024.

  
\_\_\_\_\_  
Notary Public

My commission expires: 12/17/23



Welcome  
Laura Smith

≡ MENU

## Company Information

**Company Name**

H Design Group, LLC

**Company ID Number**

286450

**Doing Business As (DBA) Name**

--

**DUNS Number**

034265442

**Physical Location****Address 1**

5039 S. National Avenue

**Address 2**

--

**City**

Springfield

**State**

MO

**Zip Code**

65810

**County**

GREENE

**Mailing Address****Address 1**

--

**Address 2**

--

**City**

--

**State**

--

**Zip Code**

--

**Additional Information**

**Employer Identification Number**  
431895077

**Total Number of Employees**  
20 to 99

**Parent Organization**  
--

**Administrator**  
--

**Organization Designation**

**Employer Category**  
None of these categories apply

[View / Edit](#)

**NAICS Code**  
541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

[View / Edit](#)

**Total Hiring Sites**  
1

[View / Edit](#)

**Total Points of Contact**  
4

[View / Edit](#)

**View Original MOU Template**

[View Original MOU](#)



Last Login: 05/27/2020 08:45 AM

U.S. Citizenship and Immigration Services

Enable Permanent Tooltips

Accessibility

Download Viewers

Item 19.

Company ID Number: 286450

## THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

### ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the H Design Group, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### ARTICLE II RESPONSIBILITIES

#### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 286450

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## ARTICLE III

### REFERRAL OF INDIVIDUALS TO SSA AND DHS

#### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**

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**Approved by:**

<b>Employer</b> H Design Group, LLC	
<b>Name (Please Type or Print)</b> Teri Wheat	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 12/03/2009
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 12/03/2009

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## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name	H Design Group, LLC
Company Facility Address	5039 S. National Avenue Springfield, MO 65810
Company Alternate Address	
County or Parish	GREENE
Employer Identification Number	431895077
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

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**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

MISSOURI                      1 site(s)

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**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Rob Haik  
Phone Number (417) 887 - 6595  
Fax Number (417) 887 - 6921  
Email Address rob@hdesignngroup.com

Name Brent Stevens  
Phone Number (417) 887 - 6595  
Fax Number (417) 887 - 6921  
Email Address brent@hdesignngroup.com

Name Laura E Smith  
Phone Number (417) 887 - 6595  
Fax Number  
Email Address laura@hdesignngroup.com

Name Woody E Kara  
Phone Number (417) 887 - 6595  
Fax Number  
Email Address kara@hdesignngroup.com



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## AGENDA ITEM ANALYSIS

Project/Issue Name: 20-R-39 A Resolution of the City Council of the City of Republic, Missouri, Awarding the Bid for the Drury Lane Extension.  
Submitted By: Garrett Brickner, Engineering Director  
Date: September 15, 2020

### Issue Statement

To award construction of Drury Lane Extension to Leo Journagan Construction Co., Inc

### Discussion and/or Analysis

The City of Republic requested bids for:

Extending Drury lane approximately 500 LF and ending in a large cul-de-sac, including paving of 7" asphalt base, 1

½" asphalt driving course, 4" base rock, 2' curb and gutter. approximately 2950 SY of asphalt, approximately 1127 LF of curb & gutter. See detail on following pages City of Republic will install inlet boxes, waterline, and prepare subgrade to within ± ½" prior to construction.

Also, Final course of 2 ½" asphalt for approximately 1000 LF of 36' Width of Drury Lane.

Also, remove & replace approximately 55 LF of curb & Gutter where roadway has settled. May require minor quantity of additional asphalt.

The City received Four bids for this project: Journagan Construction Co. Inc. at \$147,000, APAC at \$176,465, American Paving Co. Inc. at \$179,644, Blevins Asphalt Construction Co. Inc. at \$184,000.

### Recommended Action

Staff recommends approval.

RESOLUTION NO. 20-R-39

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,  
AWARDING THE BID FOR THE DRURY LANE ROAD EXTENSION**

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

*WHEREAS*, the City solicited sealed bids for the Drury Lane road extension (herein called the "Project"); and

*WHEREAS*, four vendors provided duly submitted bids for the Project and the lowest bidder was Leo Journagan Construction Co., Inc., all bids being on file with the City Clerk; and

*WHEREAS*, the City Council desires to accept the lowest, responsible bid to govern the Project.

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

- Section 1. The submitted bid from Leo Journagan Construction Co., Inc., attached hereto as "Attachment 1" and incorporated herein, is accepted for the Project at the unit prices shown thereon and not to exceed \$147,000.00.
- Section 2. The City Administrator, or designee, on behalf of the City of Republic, is authorized to enter into an Agreement with Leo Journagan Construction Co., Inc., for the Project, said Agreement to be in substantially the same form as "Attachment 2".
- Section 3. The City Administrator, or designee, on behalf of the City of Republic, is authorized to enter into change orders directly related and necessary for the completion of the Project that do not in aggregate exceed 10% of the price for this Project as provided in Section 1.
- Section 4. The City Administrator, or designee, on behalf of the City, is authorized to take the necessary steps to execute this Resolution.
- Section 5. The whereas clauses are hereby specifically incorporated herein by reference.
- Section 6. 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 15<sup>th</sup> day of September 2020.


\_\_\_\_\_  
Matt Russell, Mayor

RESOLUTION NO. 20-R-39

RESOLUTION NO. 20-R-39

Attest:

\_\_\_\_\_  
Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison  
Date: 2020.09.13 11:09:26  
-05'00' \_\_\_\_\_, Scott Ison, City Attorney

Final Passage and Vote: \_\_\_\_\_

## CONTRACTOR AGREEMENT

**THIS CONTRACTOR AGREEMENT** (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Republic Missouri (“City”) and Leo Journagan Construction Co. Inc., (“Contractor”), collectively referred to as “Parties”.

**WITNESSETH:**

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

**WHEREAS**, Contractor is a Missouri Corporation located at 3003 E Chestnut Expressway – Suite 1200, Springfield Missouri, 65802, with at SSN/Federal Tax ID Number of 44-0657891; and

**WHEREAS**, City solicited sealed bids through an Invitation for Bid, hereinafter described on **Exhibit A – Invitation for Bid**, which is attached hereto and incorporated herein; and

**WHEREAS**, Contractor submitted a bid that was received by the City, which bid is attached hereto and incorporated herein as **Exhibit B – Bid Submittal**; and

**WHEREAS**, Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for the services described in **Exhibit C – Description of Work**, which is attached hereto and incorporated herein; and

**WHEREAS**, City desires to engage Contractor for the pavement of the Animal Control parking lot and driveway (“Project”), hereinafter described on **Exhibit C – Description of Work**.

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

1. **Ability to Contract**: Contractor warranties that it has the legal ability to enter into this Agreement and fulfill the terms contained herein.
2. **Manner and Time for Completion**: The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the Agreement and any applicable city ordinances and state and federal laws within the time specified in this Agreement.
3. **Terms and Conditions**: In addition to the requirements to comply with applicable city, state and federal law, the Contractor shall become familiar with the technical specifications and requirements for construction projects of the City and shall comply with those provisions applicable to this project.
4. **Sales Tax Exemption**: The Agreement price does not include and the City shall not pay any sales or use taxes on the materials used in the project. Pursuant to the provisions of

RSMo. Section 144.062, the City will provide the Contractor with a Project Exemption Certificate and a Missouri Tax Exemption letter from the City to use in purchasing materials on a tax-free basis. It will be the Contractor's responsibility to provide the documentation to any subcontractor. These documents will be used solely for purchase of materials being directly incorporated into or consumed in the construction of the work under this Agreement.

5. Payment Shall Not Exceed: The City hereby agrees to pay the Contractor for the work done pursuant to this Agreement according to the payment schedule set forth in this Agreement upon acceptance of the work by the City and in accordance with the rates and/or amounts stated in the **Exhibit B – Bid Submittal**, which by reference is made a part hereof. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Agreement exceed the sum of \$147,000.00, unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder.
6. Payment: One lump sum payment will be made by City to Contractor once all work is fully completed and performed as determined by the City and upon receipt of all applicable lien waivers, final release, prevailing wage documents, and other documents that may be required by City.
7. Contingency Set Aside: The Agreement amount set forth in paragraph 5 above may include amount specified in the **Notice of Award** which shall be set aside as a contingency allowance. Although the contingency allowance may be included in the total amount of the Agreement, the Contractor shall not be entitled to be paid any portion of the contingency allowance unless and until specifically authorized by written change order to the City's initial **Notice to Proceed**. The contingency allowance shall be authorized solely in the event additional work not included or specified in the base bid is required.
8. Prevailing Wage: If this project is valued at more than \$75,000.00, not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under this Agreement (see Section 290.250, RSMo). The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under this Agreement by the Contractor or by any sub-contractor (see Section 290.250, RSMo). For detailed information on rules and occupational titles, see 8 CSR 30-3.010 through 3.060). During periods of excessive unemployment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent (as measured by the United States Bureau of Labor Statistics), only Missouri laborers (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states

(persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the Labor and Industrial Relations Commission), (see Excessive Unemployment section), may be employed under this Agreement, except that other laborers may be used when Missouri laborers or laborers from non-restrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the contracting officer. (See Sections 290.550 through 290.580, RSMO).

9. Performance Bond and Labor & Materials Payment Bond: The Contractor shall execute a Performance and Maintenance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of \$147,000.00, conditioned upon the full and faithful performance of all major terms and conditions of this Agreement and payment of all labor and material supplies. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000 must be listed in the United States Treasury Circular 570.
10. Insurance Requirements: Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under this Agreement.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within 10 days after the date of the receipt of **Notice of Award** to the Contractor and prior to the start of work. All insurance policies shall provide 30 days written notice to be given by the insurance company in question

prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Republic, Legal Department, 221 North Main, Republic, MO 65738

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

- a. Workers' Compensation.....Statutory coverage per RSMo. 287.010 et seq  
Employer's Liability.....\$1,000,000.00
- b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of \$2,905,664 for all claims arising out of a single accident or occurrence and \$435,849 for any one person in a single accident or occurrence.
- c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of \$2,905,664 for all claims arising out of a single accident or occurrence and \$435,849 for any one person in a single accident or occurrence.
- d. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in this Paragraph, Insurance Requirements, hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.
- e. Notice: The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in this Paragraph, Insurance Requirements, and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without 30 days written notice to the City.
- f. Pending Legislation: In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo. is broadened or increased during the term of this Agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute an Agreement addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

11. Contractor's responsibility for subcontractors: The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions

of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and the City or between any subcontractors.

12. Liquidated Damages: Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in this Agreement, or within such extra time as may be allowed in accordance with the terms of this Agreement, Contractor (or surety) shall be liable to the City in the amount of \$500.00 per day for each and every calendar day that the Agreement remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.
13. Termination: City reserves the right to terminate this Agreement by giving at least 5 days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of this Agreement.
14. City's Right to Proceed: In the event this Agreement is terminated pursuant to this Agreement, Termination, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this Agreement thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of this Agreement, city ordinances, and state and federal laws.
15. Termination for Convenience of City: The City shall have the right at any time by written notice to Contractor to terminate and cancel this Agreement, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed Agreement price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of this Agreement, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

16. Delay by City: City and Contractor agree that the schedule of services to be provided by the Contractor under this Agreement may depend upon timely fulfillment of City responsibilities. If the City is unable to provide services and/or facilities as specified in this Agreement, and/or causes delays to the project beyond Contractor's control, the Contractor shall be entitled to an extension of the time for completion of this Agreement but such time of completion shall be extended no more than 1 day for each day of delay caused by the City. Any such agreement to modify or extend the time of completion shall be made in writing by formal addendum to this Agreement. The time of application of liquidated damages shall not begin until after the amended date for contract/phase completion. The time of completion shall not be extended because of delay caused by the City unless and until the Contractor has notified the City, in writing, that the City has caused a delay; such notice shall be made not later than 7 days after the beginning of the delay caused by the City.
17. Guards, Lights, Fencing: Contractor agrees that during the performance of said work, it will maintain proper guards for the prevention of accidents and put up and maintain suitable and sufficient lights and fencing.
18. Liability and Indemnity:
- a. In no event shall City be liable to Contractor for direct, special, indirect, liquidated, or consequential damages. The maximum liability of City shall be limited to the amount of money to be paid or received by City under this Agreement.
  - b. Contractor shall defend, indemnify and save harmless City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this Agreement, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this Agreement to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.
  - c. Contractor shall indemnify and hold 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 local, federal or state law.
  - d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any local, federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.
  - e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of City, its elected or appointed

officials, agents and employees, which are otherwise available under statute, or in law or equity.

- f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Agreement in its contract price. Contractor's obligation under this Agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of Contractor under this Agreement.
19. Payment for Labor and Materials: The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this Agreement.
20. Agreement Documents: The Agreement documents shall consist of the following:
- a. This Agreement;
  - b. Exhibit A – Invitation for Bid
  - c. Exhibit B – Bid Submittal
  - d. Exhibit C – Description of Work
  - e. Notice of Award
  - f. Notice to Proceed
  - g. E-Verify Affidavit
  - h. OSHA Safety Training Affidavit
  - i. Anti-Discrimination Against Israel Act
  - j. Payment Bond
  - k. Performance and Maintenance Bond
  - l. Annual Wage Order No. 27 – Greene County
  - m. Affidavit – Compliance with the Prevailing Wage Law
  - n.
  - o. All Duly Executed Change Orders
- This Agreement, together with the other documents enumerated in this Paragraph, Agreement Documents, forms the Agreement between the parties. These documents are as fully a part of this Agreement as if attached hereto or repeated herein.
21. Subsurface Conditions: Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.
22. Transient Employers: Every transient employer, as defined in Section 285.230, RSMo., must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the Director of Revenue; (2) Proof of coverage of Worker's Compensation Insurance or self-insurance signed by the transient employer and verified by the Department of Revenue through records of the Division of Worker's Compensation; and, (3) The notice of registration for Unemployment Insurance issued to such transient employer by the Division of Employment Security. Any transient employer failing to comply with these requirements shall, under Section 285.234, RSMo.

be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that Statute.

23. Nonresident/Foreign Contractors: The Contractor shall procure and maintain during the life of this Agreement:
- a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.
  - b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
24. E-Verify and Safety Training Compliance Requirements: All Proposers/Contractors for contracts/agreements exceeding \$5,000.00 shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Such Affidavit of Compliance shall be submitted with the Proposal on the forms included in this Agreement. Subsequent to award, each sub-contractor shall complete an Affidavit of Compliance to the same. Sub-contractor affidavits shall be submitted to the City.
25. Safety Training: Contractor shall provide the following safety training: A 10-hour Occupational Safety and Health Administration (“OSHA”) construction safety program for all employees who will be on-site at this Project. The construction safety program shall include a course in construction safety and health that is approved by 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 as required by Section 292.675, RSMo.
- a. Require its on-site employees to complete a construction safety program within 60 days after the date work on the Project commences.
  - b. Acknowledges and agrees that any of the Contractor’s employees found on the project site with documentation of the successful completion of a construction safety program shall be required to produce such documentation within 20 days, or will be subject to removal from the Project.
  - c. Require all of its sub-contractors to comply with the requirements of this Paragraph, Safety Training, and Section 292.675 RSMo.
26. Notice of Penalties for Failure to Provide Safety Training: Contractor shall be liable for penalties for failure to provide safety training as follows:
- a. Pursuant to Section 292.675 RSMo. the Contractor shall forfeit to the City as a penalty \$2,500.00, plus \$100.00 for each on-site employee employed by the Contractor or its Sub-contractor, for each calendar day, or portion thereof. Such on-site employee is employed without the construction safety training required in Paragraph 24, Safety Training.
  - b. The penalty described in this Paragraph shall not begin to accrue until the time periods described in Paragraph 24, Safety Training, have elapsed.

- c. Violation of Paragraph 24, Safety Training, and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.
27. Payment Withheld for Violations of Safety Training Provisions: In the event that the Missouri Department of Labor and Industrial Labor Relations has determined that a violation of Section 292.675 RSMo has occurred and that a penalty as described in Paragraph 25, Notice of Penalties for Failure to Provide Safety Training, shall be assessed, City shall withhold and retain all sums and amounts due and owing when making payments to Contractor.
28. Federal Funding: If the subject of this Agreement is financed in whole or in part from Federal funds, this Agreement 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 Agreement. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed under this Agreement, the Contractor and all Subcontractors shall pay the greater of the wages required under either law.
29. General Independent Contractor Clause: This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. Contractor agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.
30. Occupational License: Contractor shall obtain and maintain an occupational license with the jurisdiction this Project is located in. The cost for this occupational license shall borne by the Contactor. No Agreement shall be executed by the City until this occupational license has been obtained.
31. Nondiscrimination: Contractor agrees in the performance of this Agreement not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
32. Ownership in Work: Contractor will have and will gain no ownership or other interest in Project in this Agreement.
33. Conflict of Interest: In accepting this Agreement, Contractor certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor, has a

- financial interest, direct or indirect, in this Agreement. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
34. Waiver: No provision of the Agreement documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.
  35. Entire Agreement: This Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements. This Agreement may not be modified or amended other than in writing as agreed and signed by all the Parties.
  36. Jurisdiction and Venue: This Agreement shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri.
  37. Dispute: In the event that the City is the prevailing party in any litigation arising out of or relating to this Agreement, the City shall be entitled to all reasonable attorneys' fees and expenses incurred.
  38. Liability: Nothing in this Agreement shall be construed to create any liability on behalf of the City for any direct, special, indirect, liquidated, or consequential damages.
  39. Execution: This Agreement may be executed in any number of counterparts and each shall be deemed to be an original if signed by all Parties, but all of which together shall constitute one and the same document. The parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. At the request of either party, the parties shall promptly exchange executed original counterparts of this Agreement or any amendment.
  40. 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.
  41. Headings: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
  42. Whereas Clauses: The "Whereas" clauses stated above are incorporated herein by reference.
  43. Assignment: Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this Agreement, including the right to change or delete activities from the Agreement or to terminate the same as provided herein, and no such assignment shall



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

**CONTRACTOR**

Leo Journagan Construction Co. Inc.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**CITY OF REPUBLIC**

\_\_\_\_\_  
David Cameron, City Administrator

\_\_\_\_\_  
Attest: Laura Burbridge, City Clerk

**Approved as to Form:**

\_\_\_\_\_  
Scott Ison, City Attorney

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# City of Republic - Invitation for Bid

## Drury Lane Extension

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

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

Bids will be opened by the buyer at REPUBLIC CITY HALL AT **3:00 P.M. ON Tuesday September 8th , 2020.**

- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids shall be submitted with the **Invitation for Bid (IFB) project name or item clearly indicated on the outside of the mailing envelope.**
- Bids received after the opening date and time will be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this bid.
- FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.
- You are invited to submit your bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.
- Bids will be taken to City Council for approval on **Tuesday September 15<sup>th</sup>, 2020.** Notice to proceed shall follow immediately after council approval.

### DESCRIPTION

#### **Drury Lane Extension**

Extending Drury lane approximately 500 LF and ending in a large cul-de-sac, including paving of 7" asphalt base, 1 1/2" asphalt driving course, 4" base rock, 2' curb and gutter. approximately 2950 SY of asphalt, approximately 1127 LF of curb & gutter. See detail on following pages City of Republic will install inlet boxes, waterline, and prepare subgrade to within  $\pm 1/2$ " prior to construction.

Also, Final course of 2 1/2" asphalt for approximately 1000 LF of 36' Width of Drury Lane.

Also, remove & replace approximately 55 LF of curb & Gutter where roadway has settled. May require minor quantity of additional asphalt.

**Inquiries** - All inquiries for information should be directed to:

**Garrett Brickner (417) 732-3405**

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

### INSTRUCTION TO BIDDERS

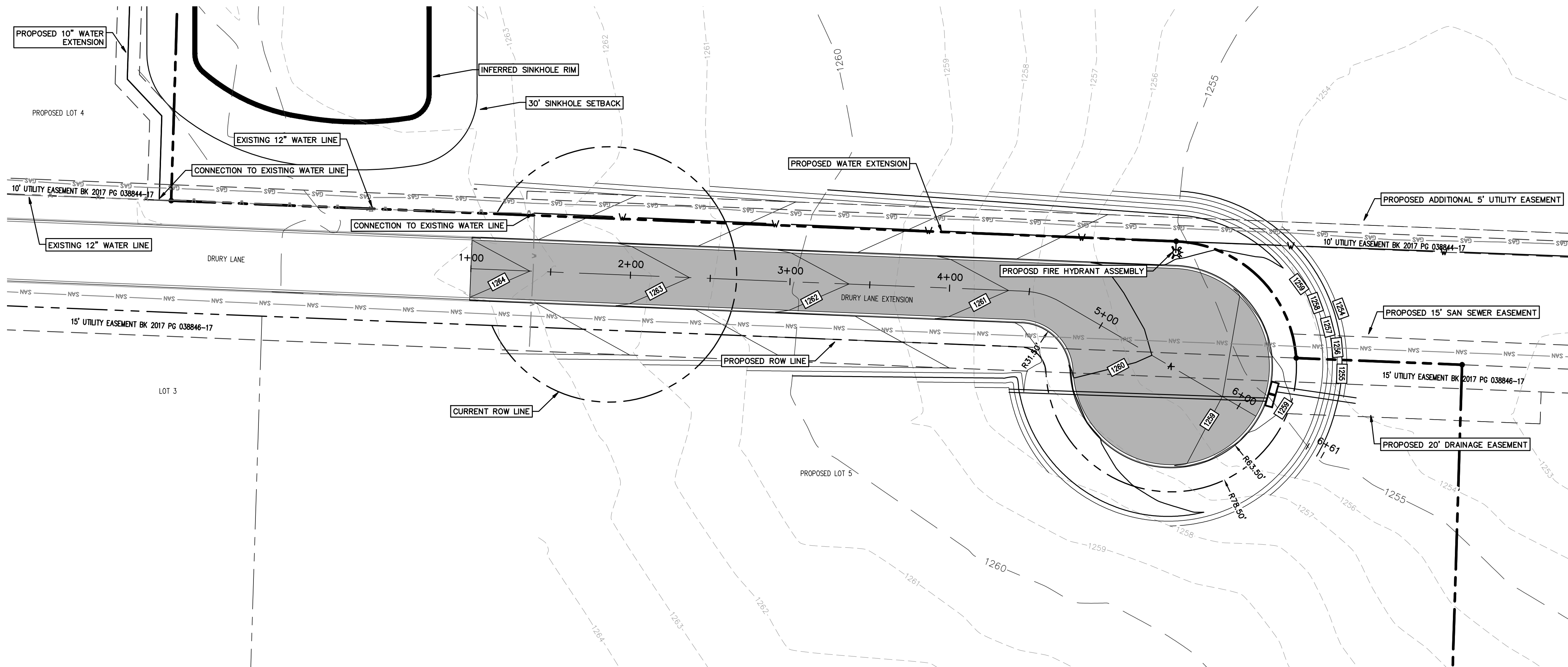
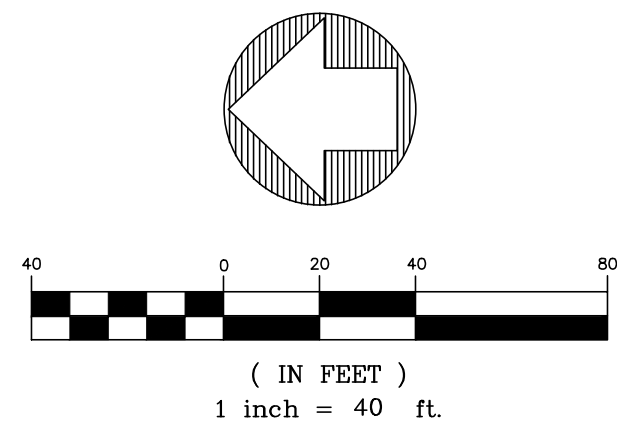
01. **Opening Location: The Bid will be opened at the Republic City Hall 213 N. Main at 3:00 P.M. ON Tuesday September 8th , 2020.** All bidders or their representatives are invited to attend the opening of the IFB.
02. **IFB Delivery Requirements:** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to Republic City Hall for receipt on or before the due date and time indicated.
- a. If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to Republic City Hall.
  - b. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected.
  - c. Arrangements may be made for their return at the bidder's request and expense.
  - d. Bids may be mailed to Republic City Hall and accepted if the signed bid form and required information was mailed and received prior to the due date and time.
  - e. Bids sent by email will not be accepted.

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

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

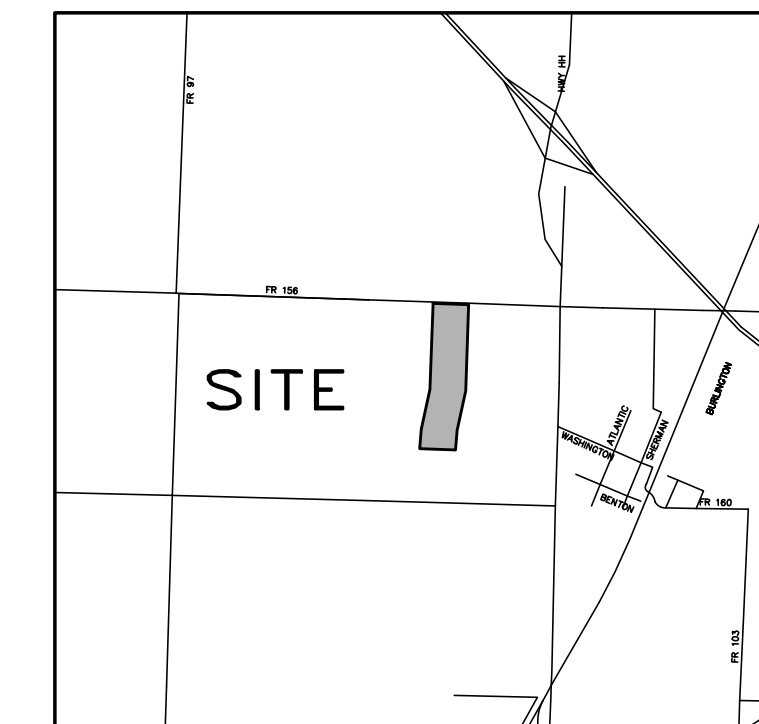
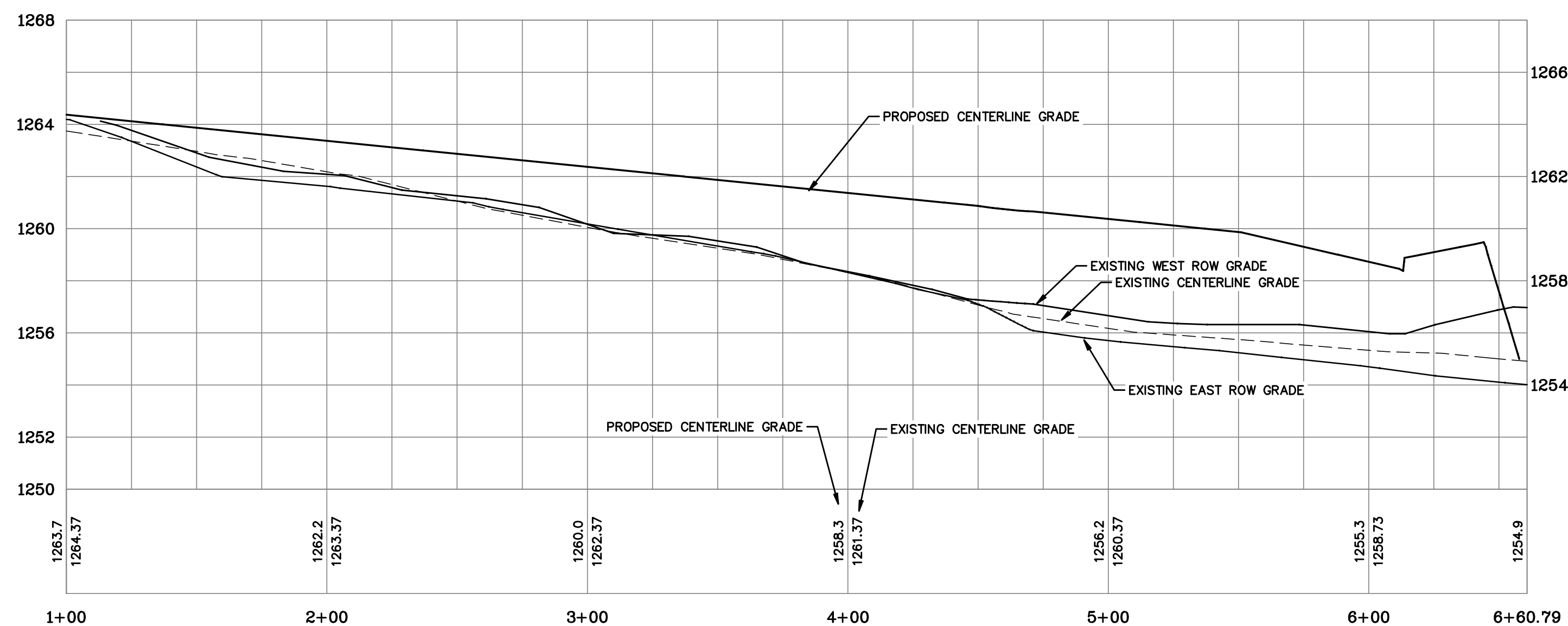
**City of Republic  
C/O City Clerk, Laura Burbridge  
213 N. Main  
Republic MO 65738**

03. **Legal Name and Signature:** Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual).
- a. Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page.
  - b. The signer shall have the authority to bind the company to the submitted Bid.
  - c. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.
04. **Corrections:** No erasures are permitted.
- a. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it.
  - b. Corrections must be initialed by the person signing the Bid.
05. **Clarification and Addenda:** Each bidder shall examine all Invitation for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents.
- a. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Invitation for Bid shall be made through the listed City contact in writing or through email.
  - b. The City of Republic shall not be responsible for oral interpretations given by any City employee, representative, or others.
  - c. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.
  - d. It shall be the responsibility of each bidder, prior to submitting their Bid, to contact listed City contact with questions or inquiries.
06. **IFB Expenses:** There is no expressed or implied obligation for the City of Republic to reimburse responding firms and the City will not reimburse for any expenses incurred in preparing responses to this request.
07. **Irrevocable Offer:** Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90



### DRURY LANE EXTENSION PLAN & PROFILE

HORIZONTAL SCALE: 1"=40'  
 VERTICAL SCALE: 1"=4'



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
- ☆ LIGHT POLE
- ⊙ SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- SAN SANITARY SEWER LINE
- ⊕ UTILITY POLE
- ⊕ ELECTRIC METER
- OHE OVERHEAD ELECTRIC
- UGE UNDERGROUND ELECTRIC
- GUY WIRE
- ⊕ PHONE/COMMUNICATION MANHOLE
- ⊕ PHONE PEDESTAL
- ⊕ CABLE TV RISER
- CABLE TV LINE
- UNDERGROUND PHONE
- OHP OVERHEAD PHONE
- F/O FIBER OPTIC LINE
- ⊕ WATER VALVE
- ⊕ WATER METER
- WATER LINE
- ⊕ FIRE HYDRANT
- ⊕ GAS VALVE
- ⊕ GAS METER
- GAS LINE
- x FENCE LINE (AS NOTED)
- ⊕ ROAD SIGN (STOP, SPEED LIMIT, ETC)

#### ABBREVIATIONS:

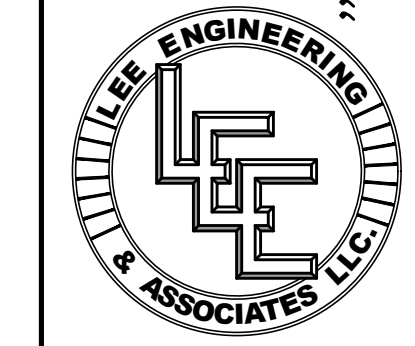
- XFMR TRANSFORMER
- ICV IRRIGATION CONTROL VALVE
- CI STORMWATER CURB INLET

REVISIONS:	DATE:
SCALE: 1" = 40'	FIELD BY: TS, JS
	DRAWN BY: ACW
	CHECKED BY: LEE

ROAD EXTENSION & WATER LINE EXHIBITS  
**CITY OF REPUBLIC**  
**DRURY LANE EXTENSION**  
 DRURY LANE, REPUBLIC, GREENE COUNTY, MISSOURI

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

LEE Engineering & Associates, L.L.C.  
 1200 E. Woodhurst Dr., Suite D200  
 Springfield, Missouri 65807  
 417-886-9100 (phone) 417-886-9336 (fax)  
 lee@leeengineering.biz



DATE: 2020-08-11  
 SHEET: 1 of 2  
 PROJECT: 020  
 FILE: Drury Lane Extension 2020.dwg

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

08. **Responsive and Responsible Bidder:** To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible bidder shall mean the bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.
09. **Reserved Rights:** The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility.
- a. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.
10. **The Right to Audit:** The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.
- a. The cost of any audit will be paid by the City.
  - b. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.
11. **Applicable Law:** All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order.
- a. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.
12. **Right to Protest:** Appeals and remedies are provided for in the City Procurement Regulations.
- a. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.
  - b. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.
13. **Ethical Standards:** With respect to this IFB, if any bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such bidder may be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids.
14. **Collusion:** By offering a submission to this Invitation for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to this IFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this IFB:
- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
  - b. Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
  - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
  - d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.
  - e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee

exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

15. **Contract Forms:** Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.
16. **Liability and Indemnity:**
- a. In no event shall the City be liable to the Contractor for special, indirect, liquidated, incidental, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
  - b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.
  - c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
17. **IFB Forms, Variances, and Alternates:** Bids must be submitted on attached City IFB forms, although additional information may be attached.
- a. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance.
  - b. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.
18. **Bid Form:** All blank spaces must be completed with the appropriate response.
- a. The bidder must state the price, written in ink, for what is proposed to complete each item of the project.
  - b. Bidders shall insert the words "no bid" in the space provided for an item for which no Bid is made.
  - c. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.
19. **Modifications or Withdrawal of Bid:** A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids.
- a. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid.
  - b. Modifications submitted by telephone, fax, or email will not be considered.
20. **No Bid:** If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.
21. **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.
22. **Prices:** Bid give both unit price and extended total.
- a. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern.

- b. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). FOB, as used in this IFB, shall mean that Seller, at their own expense, shall transport the equipment and/or materials and bear the risk of loss from Sellers location to a specified location in the City of Republic, MO 65738. Buyer shall not take title to the materials or equipment until it is delivered and accepted by Buyer at the address specified within the City of Republic.
  - c. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items.
  - d. If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
  - e. Payment terms shall be Net 30 if not otherwise specified.
  - f. Pre-payment terms are not acceptable.
23. **Discounts:** Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Bid price and not shown separately.
- a. The price as shown on the Bid shall be the price used in determining award(s).
24. **Descriptive Information:** All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended.
- a. Brand or trade names referenced in specifications are for comparison purposes only.
  - b. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.
25. **Deviations to Specifications and Requirements:** When bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records.
- a. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains.
  - b. All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form, at the time of submittal of Bid.
  - c. The absence of listed deviations at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written.
  - d. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.
26. **Samples (if required):** (NOT APPLICABLE)
27. **Quality Guaranty:** If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same.
- a. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.
28. **Quality Terms:** The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.
29. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
30. **Awards:**
- a. Unless otherwise stated in the Invitation for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
  - b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.

- c. Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Invitation for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.
31. **Authorized Product Representation:** The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product.
- a. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.
32. **Regulations:** It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.
- a. **E-VERIFY COMPLIANCE REQUIREMENTS:** All Contractors/Contractors for contracts exceeding five thousand dollars shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- b. Proposers are informed the Project is subject to the requirements of Section 292.675, RSMo., which requires all contractors or subcontractors doing work on the Project to provide and require its on-site employees to complete a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.
- c. Pursuant to Section 292.675 RSMo. The Contractor shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by the Contractor or its Subcontractor, for each calendar day, or portion thereof, Such on-site employee is employed without the construction safety training required in the above paragraph.
- d. Section 208.009 RSMo. shall apply to any contracts awarded under this bid.
33. **Termination of Award:** Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award.
- a. Any Bid may be rejected in whole or in part for any reason by the City.
34. **Royalties and Patents:** The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished.
- a. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.
35. **Equal Employment Opportunity Clause:** The City of Republic, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.
36. **Prevailing Wages:** If the public works construction project is valued at more than \$75,000, the successful bidder shall comply with applicable State provisions concerning the payment of prevailing wages on public works projects. Accordingly, all workers performing work under the City Contractor Agreement shall be paid not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of the State of Missouri (or "MoDOLIR").
37. **Insurance Requirements:** Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereund

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

38. **Performance Bond and Labor & Materials Payment Bond:** Pursuant to RSMo. 107.170, if the project is estimated to exceed \$50,000.00, the Contractor shall execute a Performance and Maintenance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the 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 Agreement and payment of all labor and material supplies.
39. **Nonresident/Foreign Contractors:** The Contractor shall procure and maintain during the life of this contract:
  - a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.
  - b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
40. **Bid Tabulation:** Bidders may request a copy of the bid tabulation of the Invitation for Bid.
41. **Budgetary Constraints:** The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.
42. **Additional Purchases by Other Public Agencies:** The bidder by submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance Form.
43. **Order of Precedence:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.
44. **Affidavit for Service Contracts:** The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the IFB and agrees to provide an affidavit to the City of Republic affirming that they have not, and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.
45. **Business License** – It will be the requirement of the contractor to acquire a City of Republic business license before they may begin work on the project.
46. **Inspection and Acceptance:** No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s).
  - a. Any item(s) which are discovered to be defective or which do not conform to any warranty of the Seller upon inspection may be returned at the seller's expense for full credit or replacement.
  - b. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement.
  - c. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.
47. **Davis-Bacon Act:** If the Instructions to Bidders have indicated that the Project is financed in whole or in part from Federal funds, then this contract shall be subject to all applicable federal statutes, rules and

regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. §3141 et seq., and the “Federal Labor Standards Provisions,” incorporated into this Contract. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed under this Contract, the Contractor and all Subcontractors shall pay the greater of the wages required under either law.

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

**ATTACHMENT A - BID SUBMISSION FORM**

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Item	Description of Work	Price
<p><b>Base Bid</b></p>	<ul style="list-style-type: none"> <li>• Furnishing and installation of all materials and labor for Pavement &amp; Curb and Gutter for extension of Drury Lane</li> <li>• All bids to include:                             <ul style="list-style-type: none"> <li>○ Travel Expenses</li> <li>○ Delivery Costs</li> <li>○ Administrative costs</li> </ul> </li> <li>• All work must be completed by October 15<sup>th</sup>, 2020</li> </ul> <p><b>Please note any of the following:</b></p> <ul style="list-style-type: none"> <li>• <b>Any labor personnel requests of the City of Republic for this project.</b></li> <li>• <b>Any other requests or responsibilities of the City of Republic for this project.</b></li> </ul>	<p>\$ _____</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><b>City of Republic – Perimeter Fencing and Kennel Barriers for the Animal Control Center</b></p> <p>312 N Main St., Republic, MO 65738</p>	
	<p><b>Company Legal Name:</b></p>
<p><b>Telephone:</b></p>	
<p><b>Facsimile:</b></p>	<p><b>Address:</b></p>
<p><b>E-mail:</b></p>	<p><b>Signed Dated</b></p>
<p><b>Cellular:</b></p>	<p><b>Printed Title</b></p>
	<p><b>Bidders Federal ID Number:</b></p>

**To be submitted with Vendor's Bid**

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

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

CITY OF REPUBLIC STATEMENT OF "NO BID" \* ADDENDA

Bidder acknowledges receipt of the following addendum:

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

Addendum No. \_\_\_\_

Addendum No. \_\_\_\_

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

Addendum No. \_\_\_\_

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

Addendum No. \_\_\_\_

Addendum No. \_\_\_\_

\_\_\_\_ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

\_\_\_\_ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PREFORM.

Print Email \_\_\_\_\_

Print Federal Tax ID No. \_\_\_\_\_

**CITY OF REPUBLIC STATEMENT OF "NO BID"**

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

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

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

\_\_\_\_\_ 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 BELOW).

\_\_\_\_\_ OTHER (PLEASE SPECIFY BELOW).

REMARKS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE AND TITLE: \_\_\_\_\_

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: Drury Lane Extension

Project Location: Drury Lane

Project Completion Date: October 15<sup>th</sup> 2020

Auth. Signature: \_\_\_\_\_, Mayor

Letter Effective Date:

Certificate Expiration Date:

Revised Expiration Date: \_\_\_\_\_

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 CONTRACTORS/SUBCONTRACTORS  
REGARDING SECTIONS 285.525 THROUGH 285.550 RSMO, EFFECTIVE JANUARY 1, 2009**

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

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

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

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

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

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

The City of Republic encourages companies that are not enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm) or by calling **888-464-4218**.

**AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 R.S.MO., ET SEQ.  
FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00**

**EFFECTIVE 1/1/2009**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_,  
State of \_\_\_\_\_, personally appeared \_\_\_\_\_ (Name)  
who is \_\_\_\_\_ (Title) of \_\_\_\_\_  
(Name of company), (corporation), (partnership), (sole proprietorship), (limited liability company), and after being duly  
sworn did depose and say:

- (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 R.S. Mo., 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 MOU 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

CHECK CARD CASH  
PAID

SEP 08 2020

@ 10:37 am.

CITY OF REPUBLIC, MO

***Leo Journagan Construction Co., Inc.***  
**3003 E Chestnut Expressway - Suite 1200**  
**Springfield, MO 65802 417-869-7222**

**“ SEALED BID ENCLOSED ”**  
**IFB Drury Lane Extension**

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

**Bid Opening: Sept. 8th, 2020      Time: 3:00 p.m.**

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Leo Journagan Construction Co., Inc.  
3003 E. Chestnut Expressway, #1200  
Springfield, MO. 65802-2590

### SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.  
6700 Westown Parkway  
West Des Moines, IA. 50266 (800) 678-8171  
Mailing Address for Notices

Same as above

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, Missouri  
213 N. Main Avenue  
Republic, MO. 65738

**BOND AMOUNT:** Five Percent of Amount Bid \*\*\* (5% \*\*\*)

### PROJECT:

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

Drury Lane Extension  
Republic, Missouri

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 08th day of September, 2020

Karen Foster  
(Witness)

Leo Journagan Construction Co., Inc.  
(Principal) (Seal)

[Signature]  
(Title)

Tammy Williams  
(Witness)

Merchants National Bonding, Inc.  
(Surety)

Callae J. Doty  
(Title) Attorney-In-Fact





# MERCHANTS BONDING COMPANY, INC. POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Brandi J Bradley, Callae J Doty; Gary L Yost; Geneva E Dugger; Jessica Mahoney; S Christine Townsend; Thomas A Montileone

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

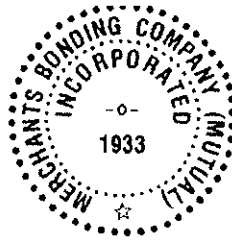
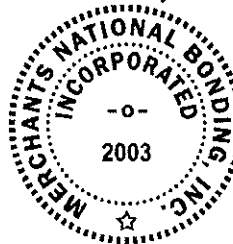


*Polly Mason*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 08th day of September, 2020.



*William Warner Jr.*  
Secretary



ATTACHMENT A - BID SUBMISSION FORM

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Item	Description of Work	Price
Base Bid	<ul style="list-style-type: none"> <li>Furnishing and installation of all materials and labor for Pavement &amp; Curb and Gutter for extension of Drury Lane</li> <li>All bids to include:                             <ul style="list-style-type: none"> <li>Travel Expenses</li> <li>Delivery Costs</li> <li>Administrative costs</li> </ul> </li> <li>All work must be completed by October 15<sup>th</sup>, 2020</li> </ul> <p>Please note any of the following:</p> <ul style="list-style-type: none"> <li>Any labor personnel requests of the City of Republic for this project.</li> <li>Any other requests or responsibilities of the City of Republic for this project.</li> </ul> <p><i>Grade &amp; Curb stakes by City of Republic</i></p>	<p>\$ <u>147,000<sup>00</sup></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><i>DRURY LANE Extension</i></p> <p><del>City of Republic - Perimeter Fencing and Kennel Barriers for the Animal Control Center</del></p> <p>312 N Main St., Republic, MO 65738</p>	<p><i>LEO JOURNAGAN CONST. Co., INC.</i></p>
<p>Telephone: <i>417-869-7222</i></p>	<p>Company Legal Name:</p>
<p>Facsimile: <i>417-869-7421</i></p>	<p><i>3003 E. Chestnut Expwy. Suite 1200 Springfield, MO</i></p>
<p>E-mail: <i>dpopejoy@journagan.com</i></p>	<p>Address:</p>
<p>Cellular: <i>417-839-6910</i></p>	<p>Signed <i>[Signature]</i> Dated <i>9-8-20</i></p>
<p></p>	<p>Printed Title <i>DALE POPEJOY Vice President, PAVING</i></p>
<p></p>	<p>Bidders Federal ID Number: <i>44-0657891</i></p>



**To be submitted with Vendor's Bid**

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

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

CITY OF REPUBLIC STATEMENT OF "NO BID" \* ADDENDA

Bidder acknowledges receipt of the following addendum:

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

Addendum No. \_\_\_\_

Addendum No. \_\_\_\_

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

Addendum No. \_\_\_\_

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

Addendum No. \_\_\_\_

Addendum No. \_\_\_\_

\_\_\_\_ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

\_\_\_\_ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PREFORM.

Print Email \_\_\_\_\_

Print Federal Tax ID No. \_\_\_\_\_



AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 R.S.MO., ET SEQ.  
FOR ALL AGREEMENTS 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 John A View (Name) who is VP/Treasurer (Title) of Leo Jourdan Construction Co, Inc. (Name of company), (corporation), (partnership), (sole proprietorship), (limited liability company), and after being duly sworn did depose and say:

- (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 R.S. Mo., et seq.

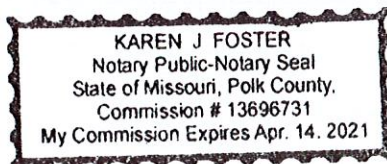
Documentation of participation in a federal work authorization program is attached to this affidavit.

[Signature]  
Signature  
JOHN A VIEW, III VP/TREAS  
Printed Name

Subscribed and sworn to before me this 3 day of SEPTEMBER 2020.

[Signature]  
Notary Public

My commission expires: April 14, 2021



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

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

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

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
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Copies of affidavit can be found and downloaded on the City of Republic Missouri Public Works website;

The City of Republic encourages companies that are not enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm) or by calling **888-464-4218**.

Company ID Number: 162912

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR DESIGNATED AGENTS

### ARTICLE I

#### PURPOSE AND AUTHORITY

The parties to this Agreement are the Department of Homeland Security (DHS), and Leo Journagan Const. Co., Inc (Designated Agent). The purpose of this Agreement is to set forth terms by which SSA and DHS will provide information to John View III (Designated Agent) on behalf of the Designated Agent's client (the Employer). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, SSA, the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

The Employer is not a party to this MOU. The E-Verify program requires an initial agreement between DHS and the Designated Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as a Designated Agent, the Designated Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a new MOU. The responsibilities of the parties remain the same in each MOU.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.



Company ID Number: 162912

compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Designated Agent.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Designated Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

**Approved by:**

**Employer** Leo Journagan Construction Company, Inc.

John View III  
Name (Please Type or Print)

Vice President  
Title

electronically signed  
Signature

10/21/2008  
Date

**Department of Homeland Security – Verification Division**

USCIS Verification Division  
Name (Please Type or Print)

Title

electronically signed  
Signature

10/21/2008  
Date



Company ID Number: 162912

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name: Leo Journagan Construction Company, Inc.

Company Facility Address: 3003 East Chestnut Expressway, Suite 1200  
Springfield, MO 65802

Company Alternate Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

County or Parish: Greene

Employer Identification Number: 440657891

North American Industry Classification Systems Code: 238

Parent Company: \_\_\_\_\_

Number of Employees: 100 to 499

Number of Sites Verified for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

State	Number of sites	Site(s)



Company ID Number: 162912

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name: Terry Maples, CFO

Telephone Number: 417-869-7222

Fax Number: 417-869-7421

E-mail Address: tmaples@journagan.com

Name: John View III, VP, Treasurer

Telephone Number: 417-869-7222

Fax Number: 417-869-7421

E-Mail Address: jview@journagan.com

Name: Elaine Thompson, Human Resources

Telephone Number: 417-869-7222

Fax Number: 417-869-7421

E-Mail Address: ethompson@journagan.com



## DESCRIPTION OF WORK

## Drury Lane Extension

Extending Drury lane approximately 500 LF and ending in a large cul-de-sac, including paving of 7" asphalt base, 1 ½" asphalt driving course, 4" base rock, 2' curb and gutter. Approximately 2950 SY of asphalt, approximately 1127LF of curb & gutter. See detail on the following pages the City of Republic will install inlet boxes, waterline, and prepare subgrade to within ± ½" prior to construction.

Final course of 2 ½" asphalt for approximately 1000 LF of 36' Width of Drury Lane.

Remove & replace approximately 55 LF of curb & Gutter where the roadway has settled. May require a minor quantity of additional asphalt.

Furnishing and installation of all materials and labor for Pavement & Curb and Gutter for extension of Drury Lane. The bid shall include, and the City will not pay additional for Travel Expenses, Delivery Costs, or Administrative costs

All work must be completed by October 15, 2020



NOTICE OF AWARD

Item 20.

DATED: \_\_\_\_\_

TO: Leo Journagan Construction Co., Inc.  
3003 E Chestnut Expressway  
Springfield, MO, 65802

PROJECT: Drury Lane Extension

DESCRIPTION OF WORK: As described in the Agreement.

You are notified that your Bid dated September 8, 2020, for the above Agreement has been considered. You are the successful bidder and have been awarded an Agreement for the work in the Agreement.

The Agreement price, based on the submitted unit pricing of your bid is \$147,000.00, with any contingency allowance set aside as specified in the Agreement.

Two copies of each of the proposed Agreement Documents accompany this Notice of Award. You must comply with the following conditions within ten business days of the date of this Notice of Award, that is by \_\_\_\_\_.

1. You must deliver to the City two fully executed counterparts of the Agreement including all the Agreement Documents. Each of the Agreement Documents must bear your signature on the cover sheet. The date on the Agreement must be left blank and will be filled in by the City.
2. You must deliver with the executed certificates of Insurance as specified in the Agreement.

Within 10 days after you comply with these conditions, the City will return to you two fully signed counterparts of the Agreement with the Agreement Documents attached.

You are required to return an acknowledged copy of this Notice of Award to the City.

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ Director

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice of Award is hereby acknowledged and the following Performance Schedule is submitted pursuant to the terms of the Bid and Contractor Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

**NOTICE TO PROCEED**

DATED: \_\_\_\_\_

TO:

Leo Journagan Construction Co., Inc.  
3003 E Chestnut Expressway  
Springfield, MO, 65802

PROJECT/DESCRIPTION OF WORK: Drury Lane Extension

CONTRACT PRICE: \$147,000.00

You are hereby notified to commence work on the referenced contract on or before \_\_\_\_\_,  
and shall fully complete all of the work of said contract within \_\_\_\_\_ consecutive  
calendar days thereafter. Your final completion date is therefore \_\_\_\_\_.

CITY OF REPUBLIC, MISSOURI

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ Director

**ACCEPTANCE OF NOTICE**

Receipt of the foregoing Notice to Proceed is hereby acknowledged by by the undersigned this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
\_\_\_\_\_  
Title

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 R.S.MO., ET SEQ.  
FOR ALL AGREEMENTS 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 John A View (Name) who is VP/Treasurer (Title) of Leo Jourdan Construction Co, Inc. (Name of company), (corporation), (partnership), (sole proprietorship), (limited liability company), and after being duly sworn did depose and say:

- (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 R.S. Mo., et seq.

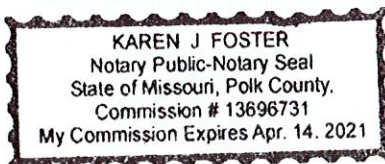
Documentation of participation in a federal work authorization program is attached to this affidavit.

[Signature]  
Signature  
JOHN A VIEW, III VP/TREAS  
Printed Name

Subscribed and sworn to before me this 3 day of SEPTEMBER 2020.

[Signature]  
Notary Public

My commission expires: April 14, 2021



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REGARDING SECTIONS 285.525 THROUGH 285.550 RSMO, EFFECTIVE JANUARY 1, 2009**

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

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

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

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

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

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

The City of Republic encourages companies that are not enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm) or by calling **888-464-4218**.

Company ID Number: 162912

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR DESIGNATED AGENTS

### ARTICLE I

#### PURPOSE AND AUTHORITY

The parties to this Agreement are the Department of Homeland Security (DHS), and Leo Journagan Const. Co., Inc (Designated Agent). The purpose of this Agreement is to set forth terms by which SSA and DHS will provide information to John View III (Designated Agent) on behalf of the Designated Agent's client (the Employer). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, SSA, the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

The Employer is not a party to this MOU. The E-Verify program requires an initial agreement between DHS and the Designated Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as a Designated Agent, the Designated Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a new MOU. The responsibilities of the parties remain the same in each MOU.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

Company ID Number: 162912

compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Designated Agent.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Designated Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

**Approved by:**

**Employer** Leo Journagan Construction Company, Inc.

John View III  
Name (Please Type or Print)

Vice President  
Title

electronically signed  
Signature

10/21/2008  
Date

**Department of Homeland Security – Verification Division**

USCIS Verification Division  
Name (Please Type or Print)

Title

electronically signed  
Signature

10/21/2008  
Date

Company ID Number: 162912

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name: Leo Journagan Construction Company, Inc.

Company Facility Address: 3003 East Chestnut Expressway, Suite 1200  
Springfield, MO 65802

Company Alternate Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

County or Parish: Greene

Employer Identification Number: 440657891

North American Industry Classification Systems Code: 238

Parent Company: \_\_\_\_\_

Number of Employees: 100 to 499

Number of Sites Verified for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

State	Number of sites	Site(s)

Company ID Number: 162912

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name: Terry Maples, CFO

Telephone Number: 417-869-7222

Fax Number: 417-869-7421

E-mail Address: tmaples@journagan.com

Name: John View III, VP, Treasurer

Telephone Number: 417-869-7222

Fax Number: 417-869-7421

E-Mail Address: jview@journagan.com

Name: Elaine Thompson, Human Resources

Telephone Number: 417-869-7222

Fax Number: 417-869-7421

E-Mail Address: ethompson@journagan.com



CITY OF REPUBLIC, MISSOURI

AFFIDAVIT OF COMPLIANCE WITH SECTION 292.675 RSMO. FOR ALL PUBLIC WORKS PROJECT CONTRACTS

STATE OF \_\_\_\_\_ )
COUNTY OF \_\_\_\_\_ ) ss.

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_, State of \_\_\_\_\_, personally appeared \_\_\_\_\_ (Name) who is \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of company), (corporation), (partnership), (sole proprietorship), (limited liability company), and is authorized to make this affidavit, and after being duly sworn did depose and say:

- (1) that said company, pursuant to 292.675 RSMo., has provided at minimum a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program.

The terms used in this affidavit shall have the meaning set forth in Section 292.675 RSMo.

Signature
Printed Name

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public

My commission expires: \_\_\_\_\_



**CITY OF REPUBLIC, MISSOURI**

**ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION**

Pursuant to RSMo. §34.600, a public entity shall not enter into a contract to acquire or dispose of services, supplies, information technology, or construction valued at \$100,000 or more, or with a contractor having ten or more employees, unless the contract includes a written certification that the person or the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

By signing below, the Contractor agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any activity prohibited by RSMo. §34.600.

The terms used in this affidavit shall have the meaning set forth in Section 34.600 RSMo.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, and regularly authorized to do business in the State of Missouri, as Surety, are held and firmly bound unto the CITY OF REPUBLIC, Missouri, hereinafter called the "City," in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, well and truly to be paid unto the said City for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated \_\_\_\_\_, entered into a Contract with the City for the construction of the work designated as \_\_\_\_\_ located at approximately \_\_\_\_\_ in the City of \_\_\_\_\_, in the State of Missouri, in accordance with the Contract, which Contract is by this reference made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE AS FOLLOWS:

SURETY shall become liable on this obligation if PRINCIPAL fails to fulfill the follow conditions: In connection with the Contract, including all duly authorized modifications thereto, prompt payment shall be made to all laborers, subcontractors, teamsters, truck drivers, owners or other suppliers or for equipment employed on the job, and other claimants, for all labor performed in such work whether done for PRINCIPAL, a subcontractor, SURETY, a completion contractor or otherwise (at the full wage rates required by any law of the United States or of the State of Missouri, where applicable), for services furnished and consumed, for repairs on machinery, for equipment, tools, materials, lubricants, oil, gasoline, water, gas, power, light, heat, oil, telephone service, grain, hay, feed, coal, coke, groceries and foodstuffs, either consumed, rented, used or reasonably required for use in connection with the construction of the work or in the performance of the Contract and all insurance premiums, both for compensation and for all other kinds of insurance on the work, for sales taxes and for royalties in connection with, or incidental to, the completion of the Contract, in all instances whether the claim be directly against PRINCIPAL, against SURETY or its completion contractor, through a subcontractor or otherwise, and, further, PRINCIPAL shall defend, indemnify and hold harmless the CITY from all such claims, demands or suits by any such person or entity. If PRINCIPAL fulfills these conditions, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Any conditions legally required to be included in a Payment Bond on this Contract, including but not limited to those set out in §107.170 RSMo. are included herein by reference.

SURETY agrees that, in the event that PRINCIPAL fails to make payment of the obligations covered by this Bond, it will do so and, further, that within forty-five (45) days of receiving, at the address given below, a claim hereunder stating the amount claimed and the basis for the claim in reasonable detail, it (a) will send an answer to the claimant, with a copy to the CITY stating the amounts that are undisputed and the basis for challenging any amounts that are disputed, and (b) will pay any amounts that are undisputed. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

While this Bond is in force, it may be sued on at the instance of any party to whom any such payment is due, in the name of the CITY to the use for such party. The CITY shall not be liable for the payment of any costs or expenses of any such suit.

The CITY may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a Subcontractor shall have the right to sue on this Bond in the name of the CITY for his use and benefit, all in accordance with the provisions of Section 522.300, RSMo., and any amendments thereto.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in Greene County, Missouri, or in the United States District Court for the Western District of Missouri.

SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Principal  
(SEAL)

\_\_\_\_\_  
Surety  
(SEAL)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_  
(ATTACH SURETY'S POWER OF ATTORNEY)

NOTE: Date of bond must not be prior to date of Contract. If Contractor is a partnership, all partners should execute bond.

## PERFORMANCE AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, and regularly authorized to do business in the State of Missouri, as Surety, are held and firmly bound unto the CITY OF REPUBLIC, Missouri, hereinafter called the "City", for the use and benefit of the City and any and all persons who may suffer damages by breach of the conditions hereof or of the Contract (as defined below) in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, well and truly to be paid unto the said City for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated \_\_\_\_\_, entered into a Contract with the City for the construction of the work designated as \_\_\_\_\_ located at approximately \_\_\_\_\_ in the City of \_\_\_\_\_, in the State of Missouri, in accordance with the Contract, which Contract is by this reference made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE AS FOLLOWS:

1. The Surety shall become liable on this obligation if the Principal fails to fulfill the follow conditions: The Principal shall faithfully perform the Contract on its part, and satisfy all claims and demands incurred by the Principal in the performance of the Contract, and shall fully indemnify and save harmless the City from all cost and damages which the City may suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the City all costs, damages, and expenses, which shall include reasonable attorney's fees, which the City may incur in making good any default by the Principal, including but not limited to, any default based upon the failure of the Principal to fulfill its obligation to furnish maintenance, repairs or replacements for any period of time after the work is completed as provided for in the Contract, and shall provide for prosecution of the work required by the Contract whether by Subcontract or otherwise, and shall pay all valid claims and demands whatsoever, and shall defend, indemnify and hold harmless the City and its agents against loss or expense from bodily injury, including death, or damage or destruction of property, including loss of use resulting therefrom, arising out of or resulting from the performance of the work. If the Principal fulfills these conditions, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.
2. As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered;
3. In the event that the City determines that there is a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach or default of the Contract;
  - a. The Surety shall promptly remedy the default, or shall promptly (1) complete the Contract in accordance with its terms and conditions, or (2) obtain bids for completing the Contract in accordance with its terms and conditions, and upon determination by the

City of the lowest responsible bidder, arrange for a Contract between the City and such bidder, and made available as the work progresses sufficient funds to pay the costs of completion, not exceeding the amount of this Bond.

- b. The Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) days after written notice from the City to the Surety;
- c. The means, method or procedure by which the Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the City.

The City may sue on this Bond in accordance with the provisions of Section 522.300, RSMo., and any amendments thereto.

It is hereby stipulated and agreed that any suit based upon any default of the Principal in fulfilling his obligation to furnish maintenance, repairs or replacements for any period of time after the work is completed as provided for in the Contract, may be brought at any time up to one year after the expiration of the time specified in the Contract during which the Contractor has agreed to furnish such maintenance or make such repairs or replacements.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal (SEAL)

\_\_\_\_\_  
Surety (SEAL)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

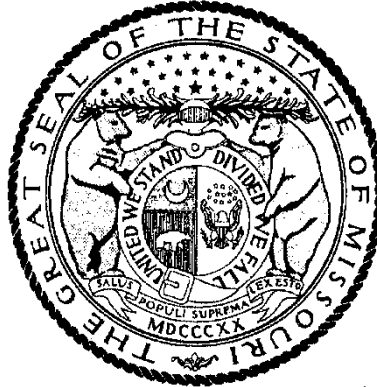
Title: \_\_\_\_\_  
(ATTACH SURETY'S POWER OF ATTORNEY)

NOTE: Date of bond must not be prior to date of Contract. If Contractor is a partnership, all partners should execute bond.

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 27

Section 039  
**GREENE COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by  
Taylor Burks, Director  
Division of Labor Standards

Filed With Secretary of State: March 10, 2020

Last Date Objections May Be Filed: April 9, 2020

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$26.79
Boilermaker	*\$25.84
Bricklayer	\$49.45
<b>Carpenter</b>	<b>\$41.66</b>
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$28.24
Plasterer	
<b>Communications Technician</b>	<b>\$23.59</b>
<b>Electrician (Inside Wireman)</b>	<b>\$44.08</b>
Electrician Outside Lineman	*\$25.84
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$25.84
Glazier	\$33.44
Ironworker	\$60.74
Laborer	\$35.96
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
<b>Mason</b>	<b>\$45.83</b>
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	*\$25.84
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$38.29
<b>Plumber</b>	<b>\$46.94</b>
Pipe Fitter	
<b>Roofer</b>	<b>\$31.08</b>
<b>Sheet Metal Worker</b>	<b>\$45.79</b>
Sprinkler Fitter	*\$25.84
Truck Driver	*\$25.84
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

Heavy Construction Rates for  
GREENE County

## REPLACEMENT PAGE

## Section 039

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$53.04
Millwright	
Pile Driver	
Electrician (Outside Lineman)	*\$25.84
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
<b>Laborer</b>	<b>\$40.57</b>
General Laborer	
Skilled Laborer	
Operating Engineer	\$48.06
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$46.04
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

# OVERTIME and HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January First;  
The last Monday in May;  
July Fourth;  
The first Monday in September;  
November Eleventh;  
The fourth Thursday in November; and  
December Twenty-Fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.



**DIVISION OF  
LABOR  
STANDARDS**

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

**AFFIDAVIT**

**COMPLIANCE WITH THE PREVAILING WAGE LAW**

Item 20.

I, \_\_\_\_\_, upon being duly sworn upon my oath state that: (1) I am the  
(Name)  
\_\_\_\_\_ of \_\_\_\_\_; (2) all requirements of  
(Title) (Name of Company)  
§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects  
have been fully satisfied with regard to this company's work on \_\_\_\_\_;  
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; and (8) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. \_\_\_\_\_ Section \_\_\_\_\_ issued by the Missouri Division of Labor Standards and applicable to this project located in \_\_\_\_\_ County, Missouri, and completed on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

\_\_\_\_\_  
**Signature**

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
My commission expires \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**Notary Public**

\_\_\_\_\_  
**Receipt by Authorized Public Representative**



**REPUBLIC**  
MISSOURI

**Bid Tabulations**

Drury Lane Extension  
September 8, 2020 3:00 p.m.

Company	Total Bid	Exceptions
Blevins Asphalt	184,000	
APAC	176,465	
Journagan	147,000	
American Faring	179,644	weather dependant




## AGENDA ITEM ANALYSIS

Project/Issue Name: 20-R-40 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the Purchase of Waterline Materials for the Convoy of Hope Project.

Submitted By: Garrett Brickner, Engineering Director

Date: September 15, 2020

### Issue Statement

purchase of water line materials to be installed as part of the Convoy of Hope Developers agreement.

### Discussion and/or Analysis

The City of Republic has estimated 3328 LF of waterline materials will be required in order to install the watermain around Convoy of Hope's Warehouse as agreed to in the developer's agreement. The city utilized a previously authorized bulk material bid with Winwater company to supply a quote for the materials required which totaled \$80,169.39.

The actual cost of materials and labor are to be reimbursed to the city once installation is complete.

### Recommended Action

Staff recommends approval.

RESOLUTION NO. 20-R-40

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE PURCHASE OF WATERLINE MATERIALS FOR THE CONVOY OF HOPE PROJECT**

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

*WHEREAS*, the City previously solicited sealed bids for bulk waterline materials in Resolution 19-R-18 and awarded the bulk bid to Springfield Winwater Works; and

*WHEREAS*, the Council approved a developers agreement with Convoy of Hope for waterline public improvements in Ordinance 20-38; and

*WHEREAS*, the waterline improvements will require approximately 3328 LF of waterline materials to complete the waterline public improvements under the approved developers agreement ("Project"); and

*WHEREAS*, the City Council desires to accept the proposed bid based upon the current bulk waterline materials bid in place with Springfield Winwater Works for the Project.

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

Section 1. The submitted bid from Springfield Winwater Works, attached hereto as "Attachment 1" and incorporated herein, is accepted for the Project at the unit prices shown thereon and not to exceed \$80,169.39.

Section 2. The City Administrator, or designee, on behalf of the City of Republic, is authorized to enter into change orders directly related and necessary for the completion of the Project that do not in aggregate exceed 10% of the price for this Project as provided in Section 1.

Section 3. The City Administrator, or designee, on behalf of the City, is authorized to take the necessary steps to execute this Resolution.

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

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

***PASSED AND APPROVED*** at a regular meeting of the City Council of the City of Republic, Missouri, this 15<sup>th</sup> day of September 2020.

\_\_\_\_\_  
Matt Russell, Mayor


Attest:

\_\_\_\_\_  
Laura Burbridge, City Clerk

RESOLUTION NO. 20-R-40

RESOLUTION NO. 20-R-40

Digitally signed by Scott Ison  
Date: 2020.09.13 11:21:36  
-05'00'

Approved as to Form:  \_\_\_\_\_, Scott Ison, City Attorney

Final Passage and Vote: \_\_\_\_\_



1151 SOUTH SCENIC  
 SPRINGFIELD, MO 65802

PHONE (417) 865-9000  
 FAX (417) 865-9667

Job Name	Item 21.
Convoy of Hope PH2	

Quote No.	Date	Page
0010670	9/04/20	1
Expiration Date		10/02/20
Revised Date		9/04/20
Bid Due Date		9/02/20

**Quoted To Customer**  
 CITY OF REPUBLIC  
 ATTN ACCOUNTS PAYABLE  
 213 N MAIN AVE  
 REPUBLIC, MO 65738-1472  
  
 Phone (417) 732-3400  
 Fax (417) 732-3499

**Quoted By**  
 Shawn Pace  
 smpace@winwaterworks.com  
 (417) 865-9000

Customer	Payment Terms	Quoted To	Salesperson	FOB
000825	NET 30	Brad	SHAWN PACE	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	3500	12X20 PVC SDR21 200PSI GJ GASKET JOINT	13.6300	FT	47705.00
2.0	7	MED 3W 5-1/4 6MJ NST 4'0 BURY SAFETY YELLOW	1800.0000	EA	12600.00
3.0	6	12X6 DI MJ TEE	200.8400	EA	1205.04
4.0	1	12X8 MJ CROSS 100478	284.3100	EA	284.31
5.0	14	6X18 ANCH COUPLING	124.4100	EA	1741.74
6.0	14	6 DI MJ GASKET	3.4000	EA	47.60
7.0	84	3/4 X 4 MJ T-BOLTS	1.2100	EA	101.64
8.0	1	8X6 DI ALL MJ REDUCER	58.1800	EA	58.18
9.0	2	8 BLUE EPOXY FOSTER ADAPTOR W/ BLUE ACC PACK	166.1900	EA	332.38
10.0	1	6 BLUE EPOXY FOSTER ADAPTOR W/ BLUE ACC PACK	118.6900	EA	118.69
11.0	1	8 MJ RS VALVE OL MJXMJ,RW,2" OP NUT	824.0000	EA	824.00
12.0	1	8 DI MJ PLUG SOLID	54.7800	EA	54.78
12.1	1	8 DI MJ GASKET	3.8300	EA	3.83
12.2	6	3/4 X 4 MJ T-BOLTS	1.2100	EA	7.26
13.0	7	6 MJ RS VALVE OL MJXMJ,RW,2" OP NUT	550.0000	EA	3850.00
14.0	2	12 DI MJ 90	213.1500	EA	426.30
15.0	2	12 DI MJ 22-1/2	154.1300	EA	308.26
16.0	2	12 MJ RS VALVE OL MJXMJ,RW,2" OP NUT	1620.0000	EA	3240.00
17.0	2	12 DI MJ 45	176.2100	EA	352.42
18.0	3	12 DI MJ TEE	296.3800	EA	889.14
19.0	1	12X2 MJ TAP CAP	154.6400	EA	154.64
20.0	1	2 BR SCRDR REG SQ HD PLUG (CU304220)	29.1500	EA	29.15
21.0	41	2012PV 12 PVC MEGALUG	84.5800	EA	3467.78
22.0	41	12 DI MJ TRANSITION GASKET	8.0700	EA	330.87
23.0	328	3/4 X 4 MJ T-BOLTS	1.2100	EA	396.88
24.0	7000	12 GAUGE TRACER WIRE (500 FT SPOOLS) BLUE 30MILL	.1700	FT	1190.00
25.0	10	31556 KING YEL UGRND WIRECONN	1.9500	EA	19.50
26.0	10	562-S SCREW TYPE VALVE BOX	43.0000	EA	430.00



<i>Job Name</i>	Item 21.
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<i>Convoy of Hope PH2</i>
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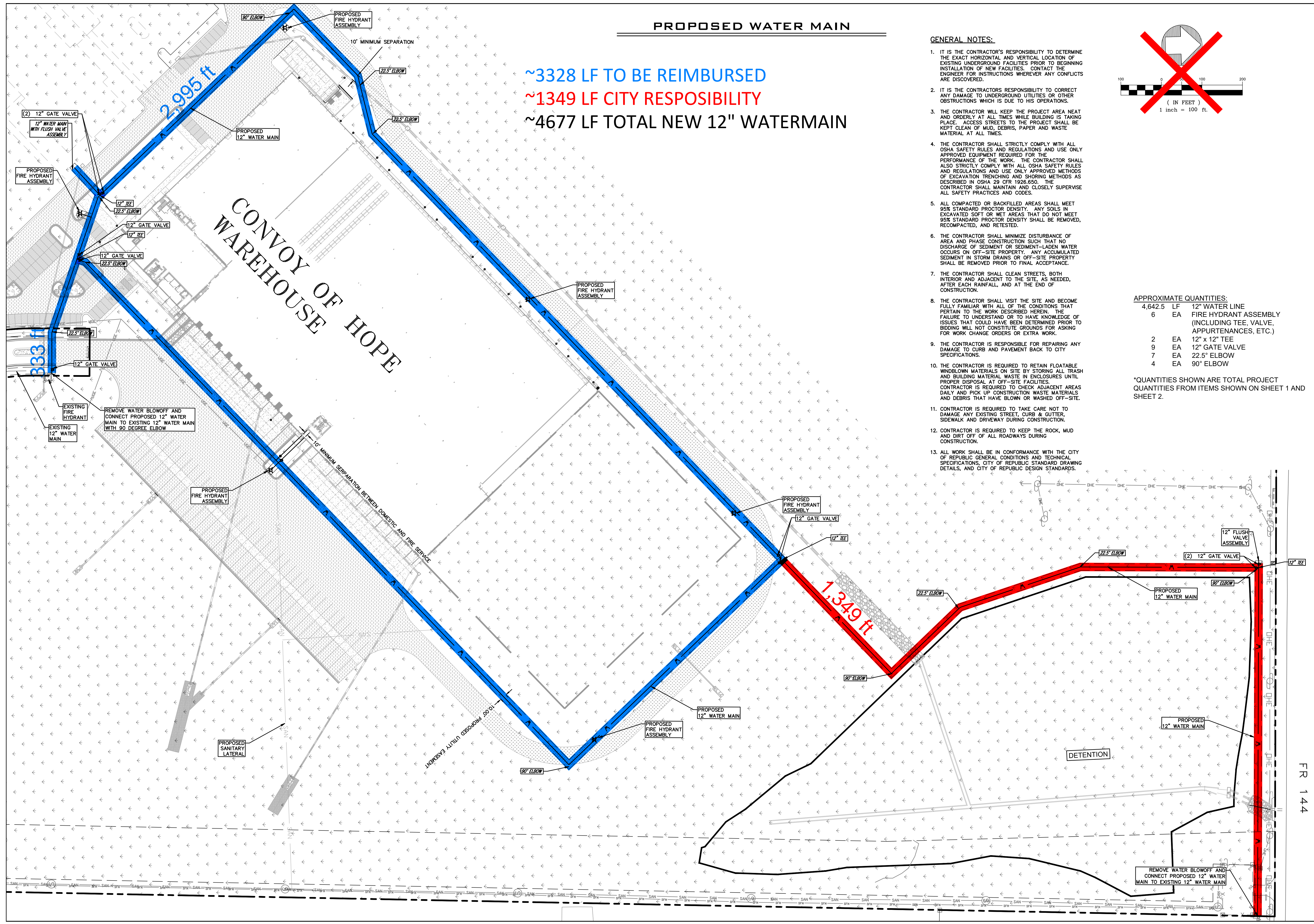
<i>Line</i>	<i>Qty.</i>	<i>Description</i>	<i>Unit Price</i>	<i>UOM</i>	<i>Extended Price</i>
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THIS QUOTATION IS NOT INTENDED TO COVER ALL ITEMS REQUIRED FOR THIS PROJECT, BUT ONLY ITEMS SPECIFICALLY NAMED AT PRICES SHOWN. ALL ITEMS QUOTED AS EQUAL ALTERNATES ARE SUBJECT TO ENGINEER'S APPROVAL. IF MODIFICATIONS ARE MADE TO THIS QUOTE, FREIGHT AND DELIVERY MAY BE AFFECTED. ALL QUOTATIONS ARE SUBJECT TO CREDIT APPROVAL AND WINWHOLESALE STANDARD TERMS AND CONDITIONS OF SALE.

<i>Tax Area Id</i>	<i>Net Sales</i>	80,169.39
260771210	<i>Freight</i>	.00
	<i>Tax</i>	.00
	<i>Quotation Total</i>	80,169.39

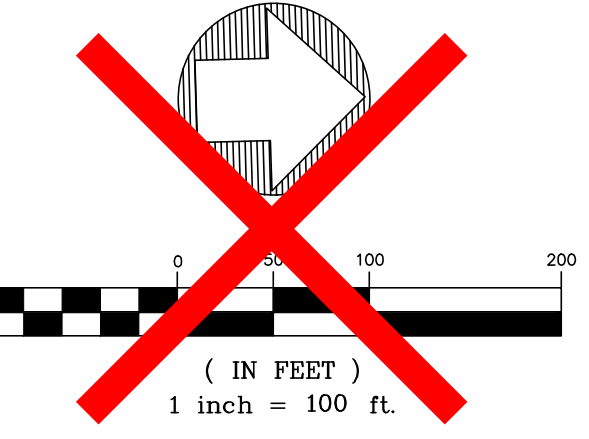
### PROPOSED WATER MAIN

~3328 LF TO BE REIMBURSED  
 ~1349 LF CITY RESPONSIBILITY  
 ~4677 LF TOTAL NEW 12" WATERMAIN



#### GENERAL NOTES:

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



#### APPROXIMATE QUANTITIES:

4,642.5	LF	12" WATER LINE
6	EA	FIRE HYDRANT ASSEMBLY (INCLUDING TEE, VALVE, APPURTENANCES, ETC.)
2	EA	12" x 12" TEE
9	EA	12" GATE VALVE
7	EA	22.5" ELBOW
4	EA	90" ELBOW

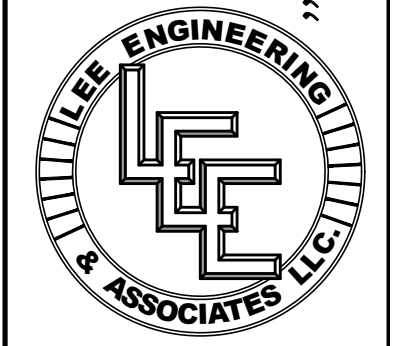
\*QUANTITIES SHOWN ARE TOTAL PROJECT QUANTITIES FROM ITEMS SHOWN ON SHEET 1 AND SHEET 2.

### PROPOSED WATER MAIN EXTENSION

7136 W FR 144  
 SPRINGFIELD, GREENE COUNTY, MISSOURI

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

LEE Engineering & Associates, L.L.C.  
 1200 E. Woodhurst Dr., Suite D200  
 Springfield, Missouri 65807  
 417-886-9100 (phone)  
 417-886-9336 (fax)  
 lee@leeengineering.biz



"Engineering with Integrity"

FR 144

DATE: 2020-08-19  
 SHEET: 1 OF 2  
 PROJECT:  
 FILE: C01\_360-MM Site Plan.dwg



## AGENDA ITEM ANALYSIS

Project/Issue Name: 20-R-41 A Resolution of the City Council, of the City of Republic, Missouri, Authorizing the City Administrator to Dispose of Two American General Humvees.

Submitted By: Jamie Burks, Lieutenant of Operations

Date: September 15, 2020

### Issue Statement

To approve the disposal of two (2) American General Humvees, 1986 & 1990 models. These vehicles are currently inoperable and no longer being used at the Police Department.

### Discussion and/or Analysis

The Police Department has possession of two (2) American General Humvees that are inoperable, and it would be cost prohibitive to get them in operating condition. We received these vehicles through the Law Enforcement Support Office (LESO), therefore the funds received from the disposal of the vehicles must be used for equipment that will benefit the Police Department only. The plan is to purchase a utility vehicle to be used by the department for special events, search and rescue or other functions.

### Recommended Action

Staff recommends approval.

RESOLUTION NO. 20-R-41

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO DISPOSE OF TWO AMERICAN GENERAL HUMVEES**

*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 Police Department received two American General Humvees from the Law Enforcement Support Office ("LESO"); and

*WHEREAS*, these two Humvees are inoperable, and it would be cost-prohibitive for the City to return them to operating condition; and

*WHEREAS*, the Police Department will sell these two Humvees using the City's purchasing policy and will use the proceeds, as required under the LESO guidelines, to purchase other equipment for the Police Department; and

*WHEREAS*, the City Council finds the disposal of the two Humvees is in the best interest of the City.

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

Section 1. The City Administrator, or designee, on behalf of the City of Republic, is authorized to dispose of the two American General Humvees currently in possession of the Police Department in accordance with the City's purchasing policy and in the best interest of the City.

Section 2. The proceeds from the sale of the two Humvees shall only be used for the purchase of additional equipment for the benefit of the Police Department as required under the terms of the LESO.

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 15<sup>th</sup> day of September 2020.

\_\_\_\_\_  
Matt Russell, Mayor

Attest:

\_\_\_\_\_  
Laura Burbidge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison Date: 2020.09.13 11:37:02 -05'00', Scott Ison, City Attorney

RESOLUTION NO. 20-R-41

RESOLUTION NO. 20-R-41

Final Passage and Vote:

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