





APPENDIX A

Funding Commitments

USDOT RAISE Grant Program

APRIL 14, 2022 CITY OF REPUBLIC

Highway MM: Corridor of Opportunity

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE BUILDS DEPARTMENT TO APPLY FOR THE RAISE GRANT THROUGH THE OZARKS TRANSPORTATION ORGANIZATION TO BE USED TOWARD THE HIGHWAY MM REALIGNMENT

WHEREAS, the City of Republic, Missouri, (herein called the "City" and "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's BUILDS Department desires to apply for the RAISE Grant through the Ozarks Transportation Organization for a requested amount of \$25,000,000, to be used toward the Highway MM realignment project; and

WHEREAS, if awarded, the potential grant funds of \$25,000,000 will be utilized toward the Highway MM expansion and realignment, which is expected to benefit citizens and guests of the City by enhancing safety, providing for alternative modes of transportation, and adding capacity to a rural route that is rapidly becoming a regional economic hub; and

WHEREAS, the City Council finds that participating in grant opportunities such as the RAISE Grant will result in beneficial savings to the City and increase safety and security for the City's citizens and guests.

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

- Section 1. The City of Republic's BUILDS Department is authorized to apply for the RAISE Grant through the Ozarks Transportation Organization for a requested amount of \$25,000,000, to be used toward the Highway MM realignment project; and
- Section 2. This Resolution shall become effective on and after the date of passage and approval.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this 15th day of March, 2022.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:

RESOLUTION NO. 22-R-16

Megan McCullough

Megan McCullough, City Attorney

Final Passage and Vote: The vote was 6 Aye- Franklin, Gerke, Grooms, Mitchell, Updike, and Wilson. 0 Nay. Motion Carried.

BILL NO. 22-17 ORDINANCE NO. 22-17

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A COST SHARE ECONOMIC DEVELOPMENT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE EXPANSION OF A PORTION OF ROUTE MM (BROOKLINE BOULEVARD) BETWEEN THE INTERSTATE-44 INTERCHANGE AND THE ROUTE 360 (JAMES RIVER FREEWAY) INTERCHANGE

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 applied for and received a cost share allocation from the State of Missouri of approximately \$6 million dollars for the purpose of implementing transportation improvements to Route MM (Brookline Boulevard) by widening the portion of that roadway beginning at the Interstate-44 Interchange and extending to the Route 360 (James River Freeway) Interchange; and

WHEREAS, the City desires to utilize the cost share allocation from the State of Missouri, along with MTFC loan proceeds for which it has been approved, to aid in the construction of the aforementioned transportation improvements to Route MM; and

WHEREAS, the Missouri Highways and Transportation Commission has presented an Economic Development Agreement ("Agreement"), setting forth the terms and conditions for the participation of each entity participating in the cost share allocation for the aforementioned transportation improvements; and

WHEREAS, the Agreement is deemed acceptable by the City Council.

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

- **Section 1**: The City Administrator or his/her designee, on behalf of the City, is authorized to enter into the Agreement attached to this Ordinance as Exhibit 1, or an agreement in substantially the same form as Exhibit 1.
- **Section 2**: The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
 - **Section 3**: The WHEREAS clauses above are specifically incorporated herein by reference.
- **Section 4**: This Ordinance shall take effect and be in force from and after its passage as provided by law.
- **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.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this 5th day of April, 2022.

Matt Russell
Matt Russell (Apr 11, 2022 09:49 CDT)

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:

Msgan McCullough
Megan McCullough, City Attorney

Final Vote and Passage: The vote was 6 Aye-Deichman, Franklin, Gerke, Mitchell, Updike, and Wilson. 0 Nay. Motion Carried.



INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT is to facilitate cooperative action by and between Greene County, Missouri ("Greene County" or "the County") and the City of Republic, Missouri ("Republic" or "the City"), each of which is referred to herein singularly as Party, and jointly as Parties, regarding cost apportionment for public improvements and widening of the area of State Highway MM between James River Freeway and Interstate 44 in Greene County, Missouri ("the Highway MM Corridor").

WHEREAS, Missouri law, including but not limited to §70.220, RSMo. authorizes intergovernmental agreements between political subdivisions regarding the planning, development, construction, acquisition, or operation of public improvements; and

WHEREAS, the Parties are each political subdivisions within the State of Missouri whose public utilize the Highway MM Corridor; and

WHEREAS, use of the Highway MM Corridor has increased over time and the Parties anticipate that use will continue to grow; and

WHEREAS, the Parties believe that improving and widening the Highway MM Corridor ("the Project") will benefit public transportation and their shared and respective communities; and

WHEREAS, the Parties estimate that improving and widening the Highway MM Corridor may cost approximately \$10.2 million; and

WHEREAS, Greene County wishes to facilitate the Project by sharing part of the costs of the Project by allocating \$300,000.00 annually over a period of five years; and

WHEREAS, Republic wishes to facilitate the Project by arranging for the design and construction of the Project, and through procuring additional funding to complete the Project.

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

- 1. The "Whereas" clauses stated above are incorporated herein by reference.
- 2. In general scope, the Project will include design and construction to improve and widen the Highway MM Corridor to five lanes.
- 3. Republic will arrange for the design and construction of the Project and as between Republic and Greene County, Republic will primarily bear the costs of the Project.
- 4. Greene County will not be responsible to design or construct the Project, and will not bear the costs of the Project, except that it will allocate \$300,000.00 annually over a period of five years for a total of \$1.5 million towards actual Project costs pursuant to the terms of this Agreement.

- 5. Republic will receive \$6,000,000.00 from the State of Missouri and contribute \$2,700,000.00 in local funds to match the County's contribution to cover the total project costs. The City may obtain financing in order to expedite the project delivery and or to cover the local match.
- 6. Greene County's annual cost sharing contribution will be paid to the City in one lump sum of \$300,000.00 each budgetary year, with the first contribution to be made on June 1 2022 and June 1 of each subsequent year.
- 7. Republic will take such steps as are reasonably necessary to assure MoDOT and the Missouri Transportation Finance Corporation ("MTFC"), commonly referred to as "MoDOT's infrastructure bank," that the Project is or will be appropriately designed and constructed, including that all applicable regulatory requirements will be satisfied, and Republic will apply to borrow funds to complete the Project from MTFC.
- 8. Greene County will cooperate and take reasonable steps to the extent necessary to help Republic demonstrate to MTFC that Greene County will share Project costs as described herein.
- 9. The Parties agree that all funds provided by Greene County under this Agreement may be commingled with funds from other sources, and deposited within the discretion of Republic, as long as all funds provided by Greene County under this Agreement are used solely for actual Project costs.
- 10. The Parties may cancel this Agreement at any time for breach of contractual obligations or for convenience by providing written notice.
- 11. The Parties acknowledge that completion of the Project is subject to the availability of funds, and other events beyond the control of Republic, which may prevent or delay the Project despite reasonable efforts of Republic.
- 12. Greene County will not be entitled to any refund of the funds contributed to the Project under paragraph 6 above so long as Republic engages in reasonable efforts to complete the Project. If the City acting through its governing body determines to terminate the Project, then Greene County will be entitled to a refund of the funds that it contributed under paragraph 6 above. If the City terminates the Project, then on June 1 of the next budgetary year the City will refund to Greene County the amounts contributed, up to the amount of \$300,000.00. If this is less than the full amount to be refunded, then on each subsequent June 1 the City will refund up to the amount of \$300,000.00, until all the amounts contributed by Greene County under paragraph 6 above have been refunded. Termination of the project will not entitle Greene County to any amount other than that contributed pursuant to paragraph 6 above, and this includes that Greene County will not be entitled to interest, including pre or post-judgment, cost, or additional markup, amount, or recovery of any kind.
- 13. The Parties to this Agreement are each separate and independent political subdivisions of the State of Missouri, and as such, each retain their own identity

- and each is responsible for its own policies and activities. This Agreement shall not be construed as creating a joint venture between the Parties.
- 14. By contributing to the cost of the Project, Greene County gains no interest or maintenance obligation in relation to the public improvements comprising the Project.
- 15. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, all of which are incorporated by reference herein, and shall not be construed to authorize any matter that would violate applicable law.
- 16. This Agreement shall not be construed to create any employment or agent relationship of any kind, nor shall it be construed as an agreement for the benefit of any third party, and no individual shall be entitled by virtue of this Agreement to any wages or employment benefits or compensation of any kind, including any pursuant to any employment law liability theory, such as, but not limited to: the Fair Wage and Labor Standards Act of 1938, and as subsequently amended, all Missouri statutory laws, including Workers' Compensation, or common law.
- 17. The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.
- 18. The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act (" ESIGN"). The Parties hereto consent to conduct transactions by electronic means to the extent practicable and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment. Regardless of the method of delivery of executed documents, the County and the City can only execute such to the extent authorized by law, and regardless of any expressed opinion, representation, writing, or signature, by any individual or entity purporting to act on behalf of the County or the City, execution of the Agreement and any addendum can only be done as authorized by each Party's respective governing body, either directly or through their duly authorized agent of record.
- 19. This Agreement shall be effective between the Parties hereto upon the signing of the last signature affixed to this document.
- 20. This Agreement may not be assigned by any Party without the prior written consent of the other Party.
- 21. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of any rights or defenses with regard to applicable sovereign, governmental, official, or any individual immunities and any

other protections or defenses as provided by federal and state constitutions, statutes, and laws. The procurement and maintenance of insurance shall not be construed as waiving any such defense otherwise available.

- 22. Nothing in this Agreement shall be construed to create any liability on behalf of the County or the City for any direct, special, indirect, liquidated, consequential damages, or attorney fees.
- 23. 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.
- 24. In the event of a dispute over this Agreement or any matter authorized by, related to, or arising out of this Agreement, venue shall be in Greene County, Missouri.
- 25. The Parties each agree to pass such ordinances, resolutions, orders, or other directives as may be reasonably necessary to implement the terms and conditions of this Agreement.

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

GREENE COUNTY COMMISSION

Bob Dixon, Presiding Commissioner

Rusty MacLachlan

Commissioner District #1

John Russell

Commissioner District #2

Date: 3/21/2022

County, Missouri, and in that capacity, 2022, that the above a	ity, do hereby attest on this day of greement was executed by the abov-referenced sed motion of the Greene County Commission			
and in that capacity, do hereby certify of there is an unencumbered balance to the for the County's share of the costs described balance in the County treasury to the cree	authorized Auditor for Greene County, Missouri, on this day of, 2022, that credit of the appropriation which is to be charged bed in this Agreement and an unencumbered cash dit of the fund from which the County's financial shall be paid sufficient to meet the County's			
Cindy Stein, Greene County Auditor				
REPUBLIC, MISSOURI				
Matt Russell, Mayor				
Missouri, and in that capacity, do hereby	duly appointed Clerk for the City of Republic, certify on this day of, 2022, ad authorized the adoption of this Agreement and me.			
Laura Burbridge, City Clerk	 s			
Approved as to form: N. Austin Fax, Legal Counsel	Approved as to form: Damon Phillips, Legal Counsel			
Greene County Missouri	City of Republic Missouri			



OZARKS TRANSPORTATION ORGANIZATION

A METROPOLITAN PLANNING ORGANIZATION

2208 W. CHESTERFIELD BOULEVARD, SUITE 101, SPRINGFIELD, MO 65807 417-865-3047

24 March 2022

The Honorable Peter Buttigieg Secretary of Transportation U.S. Department of Transportation 1200 New Jersey Ave, SE Washington, DC 20590

Dear Mr. Secretary:

The Ozarks Transportation Organization is pleased to support the City of Republic's RAISE Grant application for the *Highway MM: Corridor of Opportunity* project. State Highway MM is a developing corridor, providing new employment opportunities and mixed-use development for diverse housing and retail accessibility.

The overall project provides safe and efficient freight movements, bicycle-pedestrian accommodations, and corridor connectivity. These improvements are necessary to facilitate a quality transportation network in a fast growing area of the OTO region. In addition to supporting the rapid development along the corridor, the planned improvements will support alternative routing, if necessary, between I-44, MO 360, and US 60. OTO values the resiliency this offers the region, further supporting the movement of freight and goods associated with the supply chain.

The implementation of the *Highway MM: Corridor of Opportunity* project supports all five goals from the OTO long range transportation plan, *Destination 2045*: (1) a safe transportation system for all users on all modes; (2) preserve existing transportation assets and promote fiscal responsibility; (3) connected, integrated, multi-modal system; (4) build a transportation system that supports a resilient region that is prepared for the future; and (5) build quality projects that implement best design standards and engineering practices.

The Ozarks Transportation Organization Board of Directors, at its regularly scheduled meeting on March 17, 2022, adopted a resolution of support for the *Highway MM: Corridor of Opportunity* project, recognizing the size and complexity of the improvements, and the additional funding needed to support the project in its entirety. This resolution likewise certified that the project would be included in the Transportation Improvement Program upon approval for funding. At their March 8, 2022 meeting, the OTO Bicycle and Pedestrian Committee also voted in support of the project and its integration with the bicycle and pedestrian system.

We appreciate your consideration of funding for the *Highway MM: Corridor of Opportunity* project and look forward to improving a key corridor that supports a growing region.

Sincerely,

Sara J. Fields, AICP Executive Director

OZARKSTRANSPORTATION.ORG

Ozarks Transportation Organization

Resolution # 2022-02

OZARKS TRANSPORTATION ORGANIZATION RESOLUTION OF SUPPORT FOR THE MM CORRIDOR OF OPPORTUNITY PROJECT

Whereas, the Ozarks Transportation Organization has identified the MM Corridor as a regional transportation need; and

WHEREAS, development is rapidly occurring along the MM corridor leading to increased safety hazards and capacity concerns

WHEREAS, the MM railroad crossing is hazardous and causes traffic to back up onto US 60

WHEREAS, the Missouri Department of Transportation, the City of Springfield, nor Greene County have been to able to identify adequate funding sources to complete the improvement; and

WHEREAS, the United States Department of Transportation is making available funds for the purpose of improvements to America's infrastructure;

NOW THEREFORE BE IT RESOLVED that the Ozarks Transportation Board of Directors agrees to add the MM Corridor of Opportunity project to the Transportation Improvement Program upon receipt of a federal award.

BE IT FURTHER RESOLVED that the Ozarks Transportation Organization hereby supports the MM Corridor of Opportunity project and authorizes staff to provide letters of support and certification for inclusion in the Ozarks Transportation Organization Transportation Improvement Program.

I, David Cameron, Secretary of the Ozarks Transportation Organization, do hereby certify that the foregoing resolution was duly passed and adopted at the regular meeting thereof assembled this 17th day of March, 2022.

David Cameron

David Cameron

Secretary of the Ozarks Transportation Organization Board of Directors



CERTIFICATION FOR INCLUSION IN THE

FY 2023-2026

TRANSPORTATION IMPROVEMENT PROGRAM

The Ozarks Transportation Organization, which is the Metropolitan Planning Organization for the Springfield, Missouri Urbanized Area hereby certifies that upon award of 2022 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Transportation Discretionary Grant funding, the **MM Corridor of Opportunity** project will be included in the FY 2023-2026 Transportation Improvement Program. The local match funding has been identified and approved. The OTO recognizes the importance of this project and welcomes the federal investment in the region.

DocuSigned by:

607D020FF70F400

March 17, 2022

Honorable John Russell, Chairman Ozarks Transportation Organization Board of Directors Date



EN2103-20ALet With:

MPO: Y

MPO: Y

Let With:

Let With: 8S3219, 8S3217

Awd Date:

Awd Date:

CST NORTON RD

Greene

8S3218

SP2102

Greene

RT P 8S3199

1.17

Fund Cat: Taking Care Of System

Fund Cat: Taking Care Of System

RP2203

Thin Lift Overlay

Thin Lift Overlay

0.41

TIP #:

County:

Job No.:

Length:

Sec Cat:

TIP #:

County:

Job No.:

Length:

TIP#:

Route:

Route:

2022-2026 Highway and Bridge Construction Schedule

Future Cost:

Fed:

Anticipated Fed Cat:

Future Cost:

AC-State:

Future Cost:

Anticipated Fed Cat:

192

Pavement resurfacing on various outer road locations near Rte. 13 in north Springfield.

Three percent project growth factor compounded annually is applied to right-of-way and construction costs in program years 2, 3, 4, and 5.

P.O. Box 270 Jefferson City, MO 65102

STATE FISCAL YEAR PROJECT BUDGETING

16

143

0

8

0

0

0

22

0

0

0

210

0

0

0

0

0

0

0

0

0

No inflation is applied to the Funding From Other Sources (FFOS) or Payments. 7/2021- 7/2022-7/2023- 7/2024- 7/2025-Engineering includes PE costs, CE costs and R/W incidentals. 6/2022 6/2024 6/2025 Prior Prog. 6/2023 6/2026 County: Greene Relocate roadway and add railroad grade separation from County Road 160 to Rte. 60 in 600 600 311 817 Engineering: MM Route: Job No.: 8S0836D R/W: 0 3.970 Length: 0.00 MPO: N Construction: 0 23,914 Fund Cat: Flexible & Other AC-State: 24,170 State: 6.042 Local: FFOS: 0 A 0 Sec Cat: System Expansion Awd Date: 2025 Anticipated Fed Cat: STBG Payments: 0 TIP#: Let With: Future Cost: 0 Estimate Total: 30,212 Greene Ramp intersection improvements at I-44. County: 50 70 0 0 Engineering: Route: RT MM 8S3239 R/W: 0 0 Job No.: 0.25 MPO: Y Length: Construction: 0 420 0 Fund Cat: Flexible & Other AC-State: **432** State: 108 Local: FFOS: 0 0 Sec Cat: Regional Awd Date: 2023 Anticipated Fed Cat: STBG 0 Payments: TIP #: RP2201 Let With: Future Cost: 0 Estimate Total: Greene Upgrade pedestrian facilities to comply with the ADA Transition Plan on Norton Road County: 24 0 60 0 0 Engineering: CST NORTON RD near Rte. 13 in Springfield and on Rte. Z at the Frisco Highline Trail north of Jackson Route: Job No.: 8S3179 Street in Willard. R/W: 15 0.19 MPO: Y Length: 217 0 Construction: Fund Cat: Taking Care Of System AC-State: 222 State: 55 Local: 0 0 0 FFOS: 0 Awd Date: **STBG** N- Ada Trans Spring 22 Anticipated Fed Cat: Sec Cat: Payments: 0 0

316

Engineering:

Construction:

R/W:

FFOS:

R/W:

FFOS:

Payments:

Payments:

Engineering:

Construction:

0 Estimate Total:

159

0 Estimate Total:

48

0 Estimate Total:

Local:

Local:

STBG

State

State:

State:

* Subject to the approval of the Transportation Improvement Program by the governing Metropolitan Planning Organization.	

Fall 22

Fall 21

Pavement resurfacing from Rte. 60 to County Road 194 in Republic.

Jun-9-2021 Section 4 - 13 **District Southwest** TMA **Dollars in Thousands**



Transportation Improvement Program - FY 2022-2025

Project Detail by Section and Project Number with Map

E) Cost Shares Section

TIP # RP1703-22A3 ROUTE MM IMPROVEMENTS - I-44 TO ROUTE 360

Route Rte. MM From I-44

To Route 360

Location City of Republic

Federal Agency FHWA
Project Sponsor MoDOT
Federal Funding Category STBG

MoDOT Funding Category Major Projects and Emerging Needs **Bike/Ped Plan?** EJ? Yes

STIP # 8S0836B **Federal ID #** S602093

Project Description

Roadway improvements on Brookline Avenue from I-44 to Route 360 (James River Freeway) in Republic.

No Map Available

Fund Code	Source	Phase	FY2022	FY2023	FY2024	FY2025	Total
FHWA (STBG)	Federal	ENG	\$252,735	\$252,735	\$308,716	\$0	\$814,186
LOCAL	Local	ENG	\$184,562	\$184,562	\$181,413	\$0	\$550,537
MoDOT	State	ENG	\$63,184	\$63,184	\$77,179	\$0	\$203,547
FHWA (STBG)	Federal	ROW	\$0	\$552,390	\$0	\$0	\$552,390
LOCAL	Local	ROW	\$0	\$445,790	\$0	\$0	\$445,790
MoDOT	State	ROW	\$0	\$138,098	\$0	\$0	\$138,098
FHWA (STBG)	Federal	CON	\$0	\$0	\$3,565,424	\$0	\$3,565,424
FHWA (STBG-U)	Federal	CON	\$0	\$0	\$2,296,000	\$0	\$2,296,000
LOCAL	Local	CON	\$0	\$0	\$581,370	\$0	\$581,370
MoDOT	State	CON	\$0	\$0	\$891,356	\$0	\$891,356
Totals			\$500,481	\$1,636,759	\$7,901,458	\$0	\$10,038,698

Notes

Non-Federal Funding Source: State Transportation Revenues, City of Republic

FYI: Federal Funding Category upon Anticipated Advanced Construction (AC) Conversion - Discretionary/STBG; \$6 million from MoDOT Cost Share Program for Economic Development

Prior Cost Future Cost \$10,000 \$0

Future Cost
Total Cost

\$10,048,698