

IN THE CITY OF META, MISSOURI

BILL NO. 2020-03

ORDINANCE NO. 553

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONSTRUCTION SERVICES CONTRACT WITH CAHILL CONSTRUCTION INCORPORATED FOR CONSTRUCTION OF A MAINTANENCE BUILDING AT 300 W 7<sup>TH</sup> STREET, META, MO.

WHEREAS, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF META, MISSOURI AS FOLLOWS:

- Section 1. The Mayor of the City of Meta, on behalf of the City, is authorized to enter into a contract with Cahill Construction Incorporated, [attached hereto and incorporated herein, marked Exhibit" A"] to provide construction services for the construction of a new city maintenance building in the sum of \$ 140,750.00
- Section 1. WHEREAS, bids were solicited to provide construction services for the construction of a new city maintenance building in the FY2019/FY2020 budget.
- Section 2. WHEREAS, the bid from Cahill Construction Incorporated was received as the lowest bid.
- Section 3. This ordinance shall become effective and be in full force from and after its passage and approval.

FIRST READING HELD ON THIS 8th DAY OF JANUARY, 2020.

SECOND READING HELD ON THIS 8th DAY OF JANUARY, 2020.

ALDERMEN:

AYE

NAY

LAWRENCE HOFFMAN

IVIE HELTON

OTTO WANKUM

STEVEN SHERRELL

MAYOR (in case of a tie)

<u>✓</u>	<u>      </u>
<u>absent</u>	<u>      </u>
<u>✓</u>	<u>      </u>
<u>✓</u>	<u>      </u>
<u>      </u>	<u>      </u>

(SEAL)

Harold Libbert  
Harold Libbert, Mayor

ATTEST:

Deidra Buechter  
Deidra Buechter, City Clerk



License No. 00648794

THIS AGREEMENT is made this 17<sup>th</sup> day of December, by and between Cahills Construction, Inc. (Builder/Contractor), and The City of Meta (Owners) for the construction of for the owners of property located in Osage County, known address: 300 West Seventh St. Meta, MO 65058 AND NAMED City of Meta Maintenance Building.  
Work Included is as listed below:

### BUILDING SPECIFICATIONS:

- Septic System (hook into current septic system if feasible)
- All-steel Framed Building
- 60 ft. X 40 ft.
- 14 ft. High
- 2 ft. Footings
- 6" Concrete Floor with 6" wall edge inside perimeter of building
- Re bar 2 ft. Centers
- Floor Drains - 1 in each of 2 bays and bathroom
- Two Garage Doors 10 ft. high X 12 ft. wide (with electronic door openers)
- One Bathroom with toilet, 2 ft. vanity, GFI electrical outlet, and baseboard heat
- One Utility Sink (outside bathroom wall) with mirror on the wall
- Electrical Outlets every 10 ft.; 48" high
- 220 Electric Availability
- Two Windows (each 36" X 60")
- One 42" Entry Door
- Insulation — Spray Foam
- Heating - Electric Ceiling Furnace
- Overhead L.E.D. Lighting (number of lights — discretion of contractor)
- No Finished Ceiling
- Gutters
- 15 ft. Deep by 10' wide Covered Lean-To for material bins on west side of building (4' concrete wall along building)
- Roof - Screw-down roof; color of roof to match color of building
- 40-year paint job (Paint color chart to be presented to Board Members by contractor)
- Tax Exempt Letter will be provided to winning bid



The Contractor and Owners agree as set follows:

1. **Contract Documents.**

The terms of this agreement shall prevail over any conflicting provisions, plans or specifications. Other documentation pertaining to project will be incorporated for reference only.

2. **The Work.**

- (a) Unless otherwise specifically noted in writing, Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, and services necessary for the proper execution and completion of Scope of Work above. Contractor shall be solely responsible for all subcontractors in connection with this work. Owner may not contact Contractor's subcontractors for any reason unless previously authorized by Contractor. The work shall be done substantially in conformance with the terms of this contract.
- (b) If at any time the owners are not satisfied with any portion of the work, written notice must be given with reasons specified. The Contractor will remedy work that is not acceptable to owner but at owner's additional cost when the work is outside of the contract scope or constructed in a manner outside of normal construction standards.
- (c) Contractor, acting as an independent contractor, shall faithfully and fully perform the work described in, and shall do everything required by, the Contract Documents, for the complete construction of the project per the contract documents. The Contractor represents and warrants that she has special skills which qualify her to perform the work in accordance with the contract and that she is free to perform all such work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the work.
- (d) If the contractor falls behind the construction schedule for any reason, she shall promptly take, and cause her subcontractors to take, such action as is necessary to remedy the delay. Provided, however that the delay is not caused by delays beyond the control of the Contractor as set forth in article 7 of this contract. In the case that the delay is caused by acts beyond the control of the Contractor, the Contractor will not be required to take, or cause his subcontractor to take, any action which would increase the overall cost of the work, unless the owner shall have agreed in writing to reimburse the Contractor for such increase.

3. **Termination by Owner:**

If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the contractor's insolvency, or if the contractor persistently or repeatedly fails, except in the case for which extension of time is provided, to make progress in accordance with the construction schedule, or if the contractor fails to make prompt payment to subcontractors within 30 days after receipt of payment to owner for materials or labor, or persistently disregards laws, ordinances, or instructions of the owner, the owner may terminate the contract and take possession of the work and of all materials and equipment thereon and finish the work. The contractor, in this instance, is to be paid for all said materials and labor and profit and overhead on the completed work to-date and the owner may finish the work at the cost in which they choose.

- (a) If Contractor contests such termination and such termination after dispute resolution as set forth in Article 15 results that the contractor was not negligent in the terms set forth in article 3, contractor, shall be entitled to the anticipated overhead and profit on work not performed.



4. **Payment for Services.**

Contract is dependent upon prompt payment upon invoices from the contractor. Payment must be made within 7 days of invoice. If payment is not made in full within seven (7) days of invoice interest will incur at 1.5% per month and a mechanics lien will be filed on the property.

5. **Contract Price.**

Owners agree to pay the total contract price for all labor and materials furnished and work performed by Contractor, of ~~Dollars: (\$137,000.00)~~ subject to change orders as provided in paragraph 11. Completion date is June 1, 2020.

6. **Payments.**

The contract price will be paid as follows:

- 140,760.00 DB H.L. JRC
- A. ~~\$68,500.00~~ 70,375.00 DB half of contract price as a deposit upon signing the contract.
- B. Subsequent payments for the balance to be made on a Monthly basis upon invoice from Contractor.

C. Prompt payment set forth as in paragraph 3.

D. If Owners fail to pay Contractor within seven (7) days of the date the payment is due, upon three (3) additional days written notice to Owners, Contractor may stop the work. Contractor may keep the job idle until such time as payments that are due to Contractor are paid and interest shall incur at 1.5% per month and costs of any and all other costs or damages due to nonpayment. As a last resort, Contractor may file a Mechanics Lien for non-payment and seek payment via litigation or any necessary means.

7. **Acceptance, Final Payment, and Occupancy.**

Upon notice to owner that the work is completed, owner may provide a punch list of items he/she feels are uncompleted and work will be completed promptly in accordance with this contract only. Occupancy of any portion of the facility constitutes substantial completion as well as waiver of a final punch list and deems the building acceptable as constructed.

8. **Commencement and Completion.**

The work will begin on or about     To Be Determined    .

(a) The recorded legal title to the property will be provided on which the business is to be built and (b) Owners' interest therein at the time of the signing of this contract.

(b) If in the case the project is delayed, liquidated damages (or damages of any kind) will not be assessed.

9. **Permits, Fees, and Tests.**

Owner shall secure and pay for any building permits which are required. Owners shall be responsible for all other fees and permits including any impact fees and connection fees. If necessary, Owners agrees to relieve Contractor in obtaining any such permits and licenses by completing all necessary applications and forms. Owners shall be responsible for obtaining these approvals and paying for any fees connected with them. If no soil report is currently available, Owners shall provide one at their expense.

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15.1.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. Mediation shall be completed within 60 days after written demand for mediation is served upon the other party. If mediation has not been completed in this time frame, either party may proceed to file for arbitration in accordance with Section 15.4 without further delay, and the parties shall have no further obligation to mediate their Claims.

§ 15.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the metropolitan area with at least 500,000 inhabitants nearest the Project in the State where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### § 15.2 ARBITRATION

§ 15.2.1 Owner and Contractor agree that any Claim not resolved by mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement, and held in the metropolitan area with at least 500,000 inhabitants nearest the Project in the State where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.2.1.1 A demand for arbitration may be made no earlier than after the mediation is concluded, or after 60 days have passed since the written demand for mediation, whichever is earlier, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

§ 15.2.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

15.2.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

15.2.4 An arbitration pursuant to this Section 15.4 may be joined with an arbitration involving common issues of law or fact between the Owner or Contractor and any person or entity with whom the Owner or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder.

15.2.5 Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

15.2.6 Prevailing Party Fees. In any dispute between Owner and Contractor related to this Agreement, the prevailing party shall be entitled to recover its attorneys fees, expert fees, and costs from the non-prevailing party. Determination of which party prevailed shall be made by the arbitrator(s). Determination of which party prevailed shall be made by reviewing the Claims resolved at arbitration (and shall not include Claims resolved prior to the taking of evidence at the arbitration hearings), considering the quantum of the Claims being prosecuted and defended, and then determining which party achieved the greater



success by quantifying the amounts awarded the party recovering damages and comparing same with the amounts that the party paying damages saved (ie the damages actually awarded versus those that were claimed).

**15.2.7 Timing For Arbitration Hearings.** The arbitration hearings for any arbitration conducted pursuant to this Agreement shall commence within 180 days after the Demand for Arbitration is filed, and shall continue to completion on successive week days (not including Saturdays, Sundays and holidays) until the taking of evidence is completed; provided, however, that the arbitrator(s) shall have the right in their discretion to adjust the schedule of the hearings after they have commenced based upon the special needs and considerations related to the circumstances of the dispute.

**16. Warranties.**

Contractor agrees to promptly make good, without cost to Owners, any and all defects due to faulty workmanship and/or materials which may appear within one (1) year from the date of completion and acceptance of the work by Owners.

D. **THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY PROVIDED BY Builder. IMPLIED WARRANTIES, INCLUDING (BUT NOT LIMITED TO) WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, AND GOOD WORKMANSHIP ARE DISCLAIMED AND LIMITED TO THIS WARRANTY.**

**17. Representations.**

This Agreement constitutes the entire agreement between Owners and Contractor, and supersedes all prior negotiations, representations, understandings and agreements, plans, or specifications, either written or oral. This Agreement may be amended only by written instrument signed by both Owners and Contractor. Owners acknowledge that Contractor has made no guarantees, warranties, understandings, nor representations (nor have any been made by any representatives of Contractor) that are not included in the contract documents.

**18. Governing Law and Assignment.**

This contract will be construed, interpreted, and applied according to the laws of Missouri. This contract shall not be assigned without the written consent of all parties.

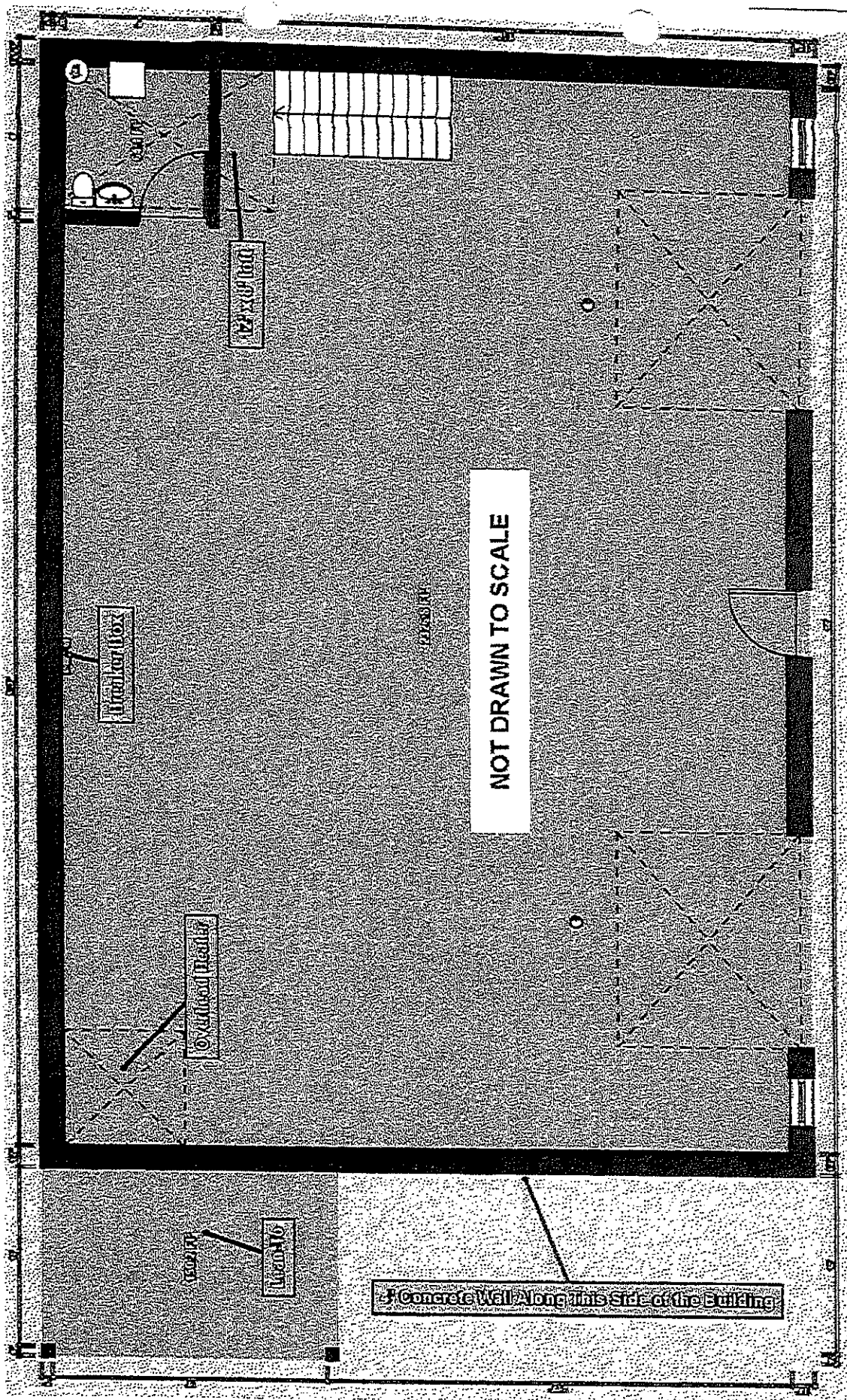
We the undersigned, have read, understand and agree to each of the provisions of this contract and hereby acknowledge receipt of a copy of this contract.

<u>Harold Ribbott</u>	<u>1-8-2020</u>	<u>[Signature]</u>	<u>Jan 8-2020</u>
Owner	Date	Contractor	Date
<u>Deirda Buecht</u>	<u>1-8-2020</u>		
Owner	Date		





CITY OF META  
MAINTENANCE BUILDING



# City of Meta

101 South Locust Street, P.O. Box 65  
Meta, Missouri 65058  
[cityofmetamo@outlook.com](mailto:cityofmetamo@outlook.com)  
Office: 573-229-4439  
Fax: 573-229-4439

## DEPARTMENT OF LABOR REGULATIONS:

- All Contractors and Subcontractors and their employees MUST have at least the minimum of OSHA 10 training at least 60 days *within 30 days* prior to working on project. (See #2 on Page 2 of Exhibit 3E)
- All Contractors and Subcontractors must abide by the Current Annual Wage Order #26, set forth by Missouri Department of Labor (See Exhibit A-1)
- Provide the City with a list of all subcontractors (See Exhibit 4A & #3 on Page 2 of Exhibit 4C)
- Wage subsidies, bid supplements, and rebates for employment are prohibited unless all applicable pertaining to wage subsidies, bid supplements, and rebates for employment are followed. (See Exhibit 5A)
- The City shall receive a copy of wages paid to all workers employed on the contract monthly to assure workers are paid properly during/after construction of the project is completed. (See Exhibits 6A, 6B, & #7 on Page 2 of Exhibit 6C) *Filing is the City's responsibility. We will provide forms weekly DC*
- Payroll records must be kept within the State of Missouri by the contractor and each subcontractor for a period of one year following completion of the public works project. (See Exhibit 6B)
- A legible list of all prevailing wage rates must remain posted in a prominent and easily accessible place at the worksite by each contractor and subcontractor on the project during the entire time that any work is employed on the job. (See Exhibit 8A)
- After completion of project Contractor and all Subcontractors must file an Affidavit of Compliance Form with the City. The affidavit must be submitted to MO DOL and must state the contractor/subcontractors has/have fully complied with Missouri Prevailing Wage Law, and the City must verify that the correct wages were paid before payment can legally be made by the City to the Contractor. (See Exhibit 9A & #2 on Page 1 of Exhibit 9B)

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 26

Section 076  
**OSAGE 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 8, 2019**

Last Date Objections May Be Filed: **April 8, 2019**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
OSAGE County

Section 076

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Asbestos Worker		\$20.72*
Boilermaker		\$20.72*
Bricklayer		\$20.72*
Carpenter		\$43.23
Lather		
Linoleum Layer		
Millwright		
Pile Driver		
Cement Mason		\$20.72*
Plasterer		
Communications Technician		\$20.72*
Electrician (Inside Wireman)		\$49.93
Electrician Outside Lineman		\$20.72*
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Elevator Constructor		\$20.72*
Glazier		\$20.72*
Ironworker		\$20.72*
Laborer		\$38.59
General Laborer		
First Semi-Skilled		
Second Semi-Skilled		
Mason		\$20.72*
Marble Mason		
Marble Finisher		
Terrazzo Worker		
Terrazzo Finisher		
Tile Setter		
Tile Finisher		
Operating Engineer		\$56.33
Group I		
Group II		
Group III		
Group III-A		
Group IV		
Group V		
Painter		\$20.72*
Plumber		\$20.72*
Pipe Fitter		
Roofer		\$20.72*
Sheet Metal Worker		\$53.13
Sprinkler Fitter		\$20.72*
Truck Driver		\$20.72*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

\*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

Heavy Construction Rates for  
OSAGE County

Section 076

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Carpenter		\$20.72*
Millwright		
Pile Driver		
Electrician (Outside Lineman)		\$20.72*
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Laborer		\$20.72*
General Laborer		
Skilled Laborer		
Operating Engineer		\$20.72*
Group I		
Group II		
Group III		
Group IV		
Truck Driver		\$20.72*
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 as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

\*\*Annual Incremental Increase

ANNUAL WAGE ORDER NO. 26

3/19



Effective 28 Aug 2007, see footnote ▼

## Title XVIII LABOR AND INDUSTRIAL RELATIONS

### Chapter 290

290.250 Prevailing wage, incorporation into contracts — failure to pay, penalty — complaints of violation, public body or prime contractor to withhold payment — determination of a violation, investigation required — employer's right to dispute — enforcement proceeding permitted, when.

— 1. Every public body authorized to contract for or construct public works before advertising for bids or undertaking such construction shall request the department to determine the prevailing rates of wages for workmen for the class or type of work called for by the public works, in the locality where the work is to be performed. The department shall determine the prevailing hourly rate of wages in the locality in which the work is to be performed for each type of workman required to execute the contemplated contract and such determination or schedule of the prevailing hourly rate of wages shall be attached to and made a part of the specifications for the work. The public body shall specify in the resolution or ordinance and in the call for bids for the contract what is the prevailing hourly rate of wages in the locality for each type of workman needed to execute the contract and also the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the specified rates to all workmen employed by them in the execution of the contract. The public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workmen performing work under the contract. The employer shall forfeit as a penalty to the state, county, city and county, city, town, district or other political subdivision on whose behalf the contract is made or awarded one hundred dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said contract, by him or by any subcontractor under him, and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. It shall be the duty of such public body awarding the contract, and its agents and officers, to take cognizance of all complaints of all violations of the provisions of sections 290.210 to 290.340 committed in the course of the execution of the contract, and, when making payments to the contractor becoming due under said contract, to withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340. It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of said subcontractor's failure to comply with the terms of sections 290.210 to 290.340, and if payment has

EXHIBIT 3B

already been made to him, the coactor may recover from him the amount of the penalty in a suit at law.

2. In determining whether a violation of sections 290.210 to 290.340 has occurred, and whether the penalty under subsection 1 of this section shall be imposed, it shall be the duty of the department to investigate any claim of violation. Upon completing such investigation, the department shall notify the employer of its findings. If the department concludes that a violation of sections 290.210 to 290.340 has occurred and a penalty may be due, the department shall notify the employer of such finding by providing a notice of penalty to the employer. Such penalty shall not be due until forty-five days after the date of the notice of the penalty.

3. The employer shall have the right to dispute such notice of penalty in writing to the department within forty-five days of the date of the notice. Upon receipt of this written notice of dispute, the department shall notify the employer of the right to resolve such dispute through arbitration. The state and the employer shall submit to an arbitration process to be established by the department by rule, and in conformance with the guidelines and rules of the American Arbitration Association or other arbitration process mutually agreed upon by the employer and the state. If at any time prior to the department pursuing an enforcement action to enforce the monetary penalty provisions of subsection 1 of this section against the employer, the employer pays the back wages as determined by either the department or the arbitrator, the department shall be precluded from initiating any enforcement action to impose the monetary penalty provisions of subsection 1 of this section.

4. If the employer fails to pay all wages due as determined by the arbitrator within forty-five days following the conclusion of the arbitration process, or if the employer fails to exercise the right to seek arbitration, the department may then pursue an enforcement action to enforce the monetary penalty provisions of subsection 1 of this section against the employer. If the court orders payment of the penalties as prescribed in subsection 1 of this section, the department shall be entitled to recover its actual cost of enforcement from such penalty amount.

5. Nothing in this section shall be interpreted as precluding an action for enforcement filed by an aggrieved employee as otherwise provided in law.

(L. 1957 p. 574 § 4, A.L. 1969 S.B. 142, A.L. 2007 S.B. 339)

< end of effective 28 Aug 2007 >

[use this link to bookmark section 290.250](#)

- All entries

	Effective	End
290.250	8/28/2018	
290.250	8/28/2007	8/28/2018

In accordance with Section 3.090, the language of statutory sections enacted during a legislative session are updated and available on this website on the effective date of such enacted statutory section.



- Other Links
- Other Information

EXHIBIT 3B



## Title XVIII LABOR AND INDUSTRIAL RELATIONS

### Chapter 292

**\*292.675. Definitions — on-site training required — workers to maintain documentation of completion of training — resolution or ordinance required — violations, penalty — rulemaking authority. — 1.** As used in this section, the following terms shall mean:

- (1) "Construction", construction, reconstruction, demolition, painting and decorating, or major repair;
- (2) "Contractor", any person entering into a contract with a public body for construction of public works which employs on-site employees for purposes of completion of the contract;
- (3) "Department", the department of labor and industrial relations;
- (4) "On-site employee", laborers, workmen, drivers, equipment operators, and craftsmen employed by contractors and subcontractors to be directly engaged in construction at the site of the public works. "Directly engaged in construction" shall mean work performed in the actual erection of the structure or completion of the improvement constituting the public works. In addition, employees working at a nearby or adjacent facility used by the contractor or subcontractor for construction of the public works shall be deemed on-site employees. Persons engaged solely in the transportation of materials, fuel, or equipment to the site of the public works shall not be deemed to be directly engaged in construction;
- (5) "Person", any natural person, joint venture, partnership, corporation, or other business or legal entity;
- (6) "Public body", the state of Missouri or any officer, official, authority, board or commission of the state, or other political subdivision thereof, or any institution supported in whole or in part by public funds;
- (7) "Public works", all fixed works constructed for public use or benefit or paid for wholly or in part out of public funds. "Public works" includes any work done directly by any public utility company when performed by it pursuant to the order of the public service commission or other public authority whether or not it be done under public supervision or direction or paid for wholly or in part of public funds when let to contract by said utility;
- (8) "Subcontractor", any person entering into a subcontract with a contractor for construction of public works which employs on-site employees for purposes of completion of the contract.



2. Any contractor for any public body for purposes of construction or public works and any subcontractor to such contractor shall provide 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. All employees who have not previously completed the program are required to complete the program within sixty days of beginning work on such construction project.

3. Any employee found on a work site subject to this section without documentation of the successful completion of the course required under subsection 2 of this section shall be afforded twenty days to produce such documentation before being subject to removal from the project.

4. The public body shall specify the requirements of this section in the resolution or ordinance and in the call for bids for the contract. The contractor to whom the contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete the ten-hour training program required under subsection 2 of this section or such employees must hold documentation of prior completion of the program. The public body awarding the contract shall include this requirement in the contract. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period in subsections 2 and 3 of this section have elapsed. The public body awarding the contract shall include notice of these penalties in the contract. The public body awarding the contract shall withhold and retain therefrom all sums and amounts due and owing as a result of any violation of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor sufficient sums to cover any penalties the public body has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section. If the payment has been made to the subcontractor without withholding, the contractor may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the circuit court in the county in which the public works project is located from the subcontractor.

5. In determining whether a violation of this section has occurred, and whether the penalty under subsection 4 of this section shall be imposed, the department shall investigate any claim of violation. Upon completing such investigation, the department shall notify the public body and any party found to be in violation of this section of its findings and whether a penalty shall be assessed. Determinations under this section may be appealed in the circuit court in the county in which the public works project is located.

6. If the contractor or subcontractor fails to pay the penalty within forty-five days following notification by the department, the department shall pursue an enforcement action to enforce the monetary penalty provisions of subsection 4 of this section against the contractor or subcontractor found to be in violation of this section. If the court orders payment of the penalties as prescribed under subsection 4 of this section, the department shall be entitled to recover its actual cost of enforcement in addition to such penalty amount.

7. The department may establish rules and regulations for the purpose of implementing the provisions of this section. Any rule or portion of a rule, as that term is defined in section 536.010, that is created under the authority delegated in this section shall become effective only if it complies with and is subject to all of the provisions of chapter 536 and, if applicable, section 536.028. This section and chapter 536 are nonseverable and if any of the powers vested with the general assembly pursuant to chapter 536 to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2008, shall be invalid and void.

8. This section shall not apply to work performed by public utilities which are under the jurisdiction of the public service commission, or their contractors, or work performed at or on facilities owned or operated by said public utilities.


9. The provisions of this section shall not apply to rail grade crossing improvement projects where there exists a signed agreement between the railroad and the Missouri department of transportation or an order issued by the department of transportation ordering such construction.

10. This section shall take effect on August 28, 2009.


(L. 2008 H.B. 1549, et al., A.L. 2009 H.B. 390)

Effective 7-07-09

\*This section contained an emergency clause, which makes the amendments effective upon the governor's signature on 7-07-09; however, subsection 10 mandates an effective date of 8-28-09.

< end of effective 07 Jul 2009 > 

[use this link to bookmark section 292.675](#)

In accordance with Section 3.090, the language of statutory sections enacted during a legislative session are updated and available on this website **on the effective date** of such enacted statutory section. 

► **Other Links**

► **Other Information**



Missouri Senate



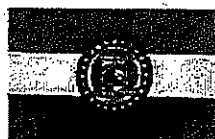
MO.gov



Missouri House

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Site errors / suggestions - [webmaster@LR.mo.gov](mailto:webmaster@LR.mo.gov)



Our flag's story

STATE OF MISSOURI)  
In the Recorder's Office  
COUNTY OF OSAGE)

FILED FOR RECORD  
NO. 3871

I, Charlene J. Eisterhold, Recorder of said County, do hereby certify that the within instrument of writing was, on the 17th day of December, 2003, at 10 o'clock 25 minutes A.M., duly filed for record in this office, and is recorded in the Records of this office in Book 334 Page 768-771. In Witness Where of, I have hereunto set my hand and affixed my official seal, at Linn, Missouri.

CHARLENE J. EISTERHOLD, RECORDER

*Cindy Hoffman* DEPUTY

RECORDER OF DEEDS CERTIFICATE  
OSAGE COUNTY, MISSOURI

EXEMPT DOCUMENT

This document has been recorded under exempt status pursuant to RSMo 59.310.4. and this certificate has been added to your document in compliance with the laws of the State of Missouri.

SEAL of RECORDER



of OSAGE COUNTY

Charlene J. Eisterhold  
Circuit Clerk & Ex-Officio Recorder of Deeds  
P.O. Box 825  
Linn, Missouri 65051  
573 897-3114

# QUIT CLAIM DEED

THIS INDENTURE, Made on the 19th day of June A.D. One Thousand Nine Hundred and Ninety-five by and between the Board of Education of the Osage County R-III School District of the County of Osage and State of Missouri, party of the First Part, and the City of Meta, Missouri, of the County of Osage in the State of Missouri, party of the Second part.

WITNESSETH, That the said party of the First Part in consideration of the sum of NINETY-ONE DOLLARS to them paid by the said party of the Second Part, the receipt of which is hereby acknowledged, do by these presents, Remise, Release, and forever Quit-Claim, unto said parties of the Second Part, the following described Lots, Tracts, or Parcels of land, lying, being and situated in the County of Osage and State of Missouri, to-wit:

Beginning at the north west corner of the Town limits of the town of Meta, Missouri, which is thirty (30) chains south and twenty (20) chains east, of the north west corner of Section Eight (8), Township Forty one (41), Range eleven (11), thence east on north line of Town limits, 6.47 chains, to a cement corner, thence north 5.70 chains to a stake, thence east 5.11 chains, to an auto axle, thence North 18° 31' west, 5 chains to a point, six feet south of a white oak tree, on which a gate is hung, thence west on said line, 4.40 chains to a gate post, on west side of a wire gate, thence south, 32° 30' west, 5.45 chains, to a line stone in fence line, witnessed by a black walnut tree, which bears 14° southeast, 20 feet, thence south, 40° east, 30 feet, thence south 10° east, 2.10 chains, thence south 35° east, 4 chains to place of beginning, and containing 3.70 acres more or less. Being the same and identical land acquired by The Citizens Civic League of Meta of H.W. Schweer & Wife by deed recorded, in book 59 at page 315, Osage County Deed records, and being the same and identical land acquired by Public School District No. 64, which district was subsequently reorganized into the Osage County R-III School District, from The Citizens Civic League of Meta by deed recorded in Book 73 at page 208 in the Office of the Recorder of Deeds of Osage County, with the reservation however that said plat of ground must always be and remain an open public play ground; and

Beginning at the North-west corner of the city limits of Meta, which is 30 chains South and 20 chains East of the North-west corner of Section Eight (8), Township Forty-one (41), Range Eleven (11), West, thence East on North line of said city limits 6.48 chains to a concrete corner 6x7 inches on top which is the beginning corner of the land to be conveyed, thence East on said North line 3.50 chains to a concrete corner 6x8 1/2 inches, thence due North 5.70 chains to a stake, thence West 3.50 chains to a stake, thence due South 5.70 chains to place of beginning containing Two acres more or less, and being the same and identical land acquired by the Meta Public School District No. 64, which district was subsequently reorganized into the Osage County R-III School District, from H.W. Schweer and Emma Schweer by quit-claim deed recorded in Book 38, page 530 in the Office of the Recorder of Deeds of Osage County.

TO HAVE AND TO HOLD the same, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the Second Part and their heirs and assigns, FOREVER, so that neither the said party of the first part nor their heirs, any other person or persons for them or in their names or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and every one of them, shall, by these presents be excluded and forever barred.

IN WITNESS WHEREOF, the said party of the First Part has hereunto set its hand the day and year first above written.

OSAGE COUNTY R-III SCHOOL DISTRICT (seal)

Tom Stegeman  
Tom Stegeman, President

ATTEST: Sharon B. Lehman  
Sharon Lehman, Secretary

State of Missouri }  
County of Osage }

On this 19th day of June, 1995 before me, John A. Deeken, a Notary Public in and for said state, personally appeared Tom Stegeman, to me personally known, who being by me duly sworn did state that he is the president of the Osage County R-III School District Board of Education, and personally appeared Sharon Lehman, to me personally known, who being by me duly sworn did state that she is the secretary of the Osage County R-III School District Board of Education, and that both stated that the seal affixed to the foregoing instrument is the seal of said school district, and that said instrument was signed, attested and sealed in behalf of said school district by authority of its board of directors, and said Tom Stegeman and Sharon Lehman acknowledged said instrument to be the free act and deed of said school district, and said persons are known to me to be the persons who executed the instrument in behalf of the school district and acknowledged that they executed the same for the purposes therein stated.

John A. Deeken  
Notary Public John A. Deeken

My commission expires: May 20, 1998  
NOTARY PUBLIC - STATE OF MISSOURI  
OSAGE COUNTY  
MY COMMISSION EXPIRES MAY 20, 1998

## OSAGE COUNTY R-III SCHOOL DISTRICT

*Dr. Rex Miller, Superintendent*

LAWRENCE WANSING, President  
SHARON B. LEHMEN, Secretary

143 EAST MAIN  
P.O. BOX 37

WESTPHALIA, MISSOURI 65085-0037  
314/455-2375  
FAX 314/455-8884

*Larry Hatchcraft, Principal*

FATIMA HIGH SCHOOL  
314/455-2550

*Barry Hoshins, Principal*

R-3 ELEMENTARY SCHOOL  
314/455-2395

April 12, 1995

Mr. Harold Libbert, Mayor  
Meta,  
Missouri 65058

Dear Mr. Libbert:

The Osage County R-III Board of Education has directed me to write this letter informing you of a decision made in closed session on April 11, 1995.

In the closed session on April 11th the Board agreed to sell the elementary school property located in Meta to the City of Meta, for any and all expenses associated with the property transfer plus one dollar.

The Board of Education sincerely hopes this is in the best interest of all concerned.

Sincerely,

*Rex Miller*

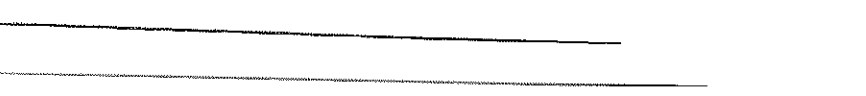
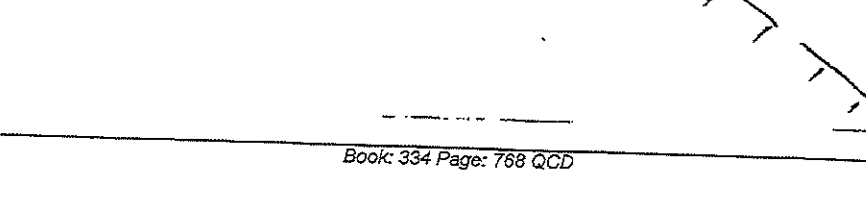
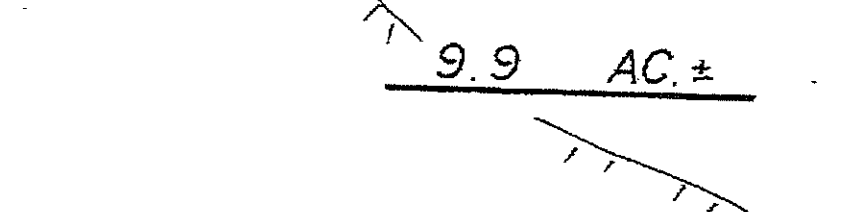
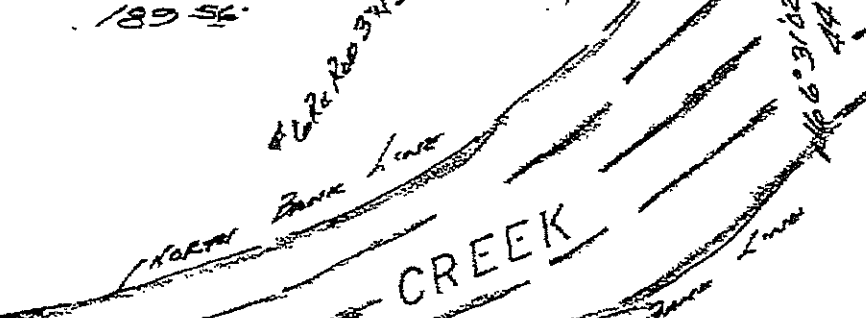
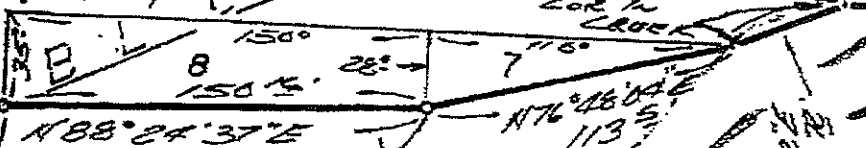
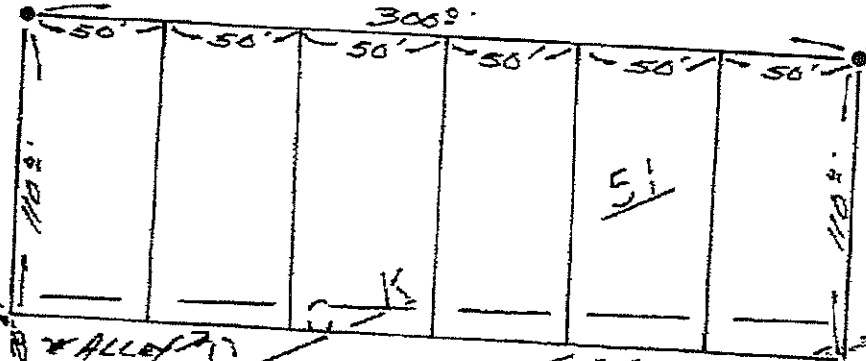
Rex Miller  
Superintendent

RM:s1

# CITY OF META

FIRST ST

BERTHA



SUGAR CREEK

9.9 AC. ±

# FLOODPLAIN DEVELOPMENT PERMIT/APPLICATION

Application No.: 7-30-2019 A

Date: July 30, 2019

TO THE ADMINISTRATOR: The undersigned hereby makes application for a permit to develop in the Special Flood Hazard Area (SFHA) or "floodplain." The work to be performed, including flood protection works, is as described below and in attachments hereto. The undersigned agrees that all such work shall be in accordance with the requirements of the Floodplain Management Ordinance and with all other applicable county/city ordinances, federal programs, and the laws and regulations of the State of Missouri.

City Of Meta  
Owner or Agent  
101 S. Locust St. PO Box 65 Meta, MO 65058  
Address  
573.229.4439  
Telephone Number

07/30/2019  
Date

~~Loelken Construction~~ Cahill's Construction, Inc.  
Builder  
1704 East 10th Street, Suite C  
57 Nine Mile Drive St. Elizabeth, MO 65075 Rolla, MO 65401  
Address  
573.639.0342 573-426-5305  
Telephone Number

## SITE DATA

- Location: SE 1/4; NW 1/4; Section 8; Township 41; Range  
Street Address: 300 W 7TH STREET META, MO 65058
- Type of Development: Filling ☒ Grading ☒ Excavation ☒ Minimum Improvement ☐  
Routine Maintenance ☐ Substantial Improvement ☒ New Construction ☒ Other ☒
- Description of Development: Construction of New Maintenance building will be outside the floodplain, but the property line lies within the floodplain.
- Premises: Structure Size 60 ft. By 40 ft. Area of Site \_\_\_\_\_ Sq. Ft.  
Principal Use: MAINTENANCE STORAGE BUILDING Accessory Uses (storage, parking, etc.): \_\_\_\_\_
- Value of Improvement (fair market): \$ \_\_\_\_\_ Pre-Improvement/Assessed Value of Structure: \$ \_\_\_\_\_
- Is the Property Located in a Designated FLOODWAY? Yes ☐ No ☒
- IF ANSWERED YES, CERTIFICATION MUST BE PROVIDED PRIOR TO THE ISSUANCE OF A PERMIT TO DEVELOP, THAT THE PROPOSED DEVELOPMENT WILL RESULT IN NO INCREASE IN THE BASE (1%) FLOOD ELEVATIONS.
- Is the Property Located in a Designated Floodplain FRINGE or a Floodplain (SFHA) without a Designated FLOODWAY? Yes ☒ No ☐
- Elevation of the 1% Base Flood (ID source) \_\_\_\_\_ NGVD/NAVD
- Elevation of the Proposed Development Site \_\_\_\_\_ NGVD/NAVD
- Community Ordinance Elevation/Floodproofing Requirement \_\_\_\_\_ NGVD/NAVD
- NFIP Flood Insurance Rate Map Panel(s) Number(s) \_\_\_\_\_
- Other Permits Required?  
Corps of Engineer 404 Permit: Yes ☐ No ☒  
State Department of Natural Resources 401 Permit: Yes ☐ No ☒ Provided ☐  
Environmental Protection Agency NPDES Permit: Yes ☐ No ☒ Provided ☐

All Provisions of Ordinance Number \_\_\_\_\_, the "Floodplain Management Ordinance", shall be in Compliance.

## PERMIT APPROVAL/DENIAL

Plans and Specifications Approved/Denied this 30 Day of July, 20 19

Lawrence Hoffman  
Signature of Property Owner or Agent  
Lawrence Hoffman, City Alderman  
Print Name and Title

Harold Libbert  
Authorizing Official  
Harold Libbert, Mayor  
Print Name and Title

THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT FLOOR) OF ANY NEW OR SUBSTANTIALLY IMPROVED RESIDENTIAL BUILDING WILL BE ELEVATED \_\_\_\_\_ FOOT/FEET ABOVE THE BASE FLOOD ELEVATION. IF THE PROPOSED DEVELOPMENT IS A NON-RESIDENTIAL BUILDING, THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT) OF A NEW OR SUBSTANTIALLY IMPROVED NON-RESIDENTIAL BUILDING WILL BE ELEVATED OR FLOODPROOFED \_\_\_\_\_ FOOT/FEET ABOVE THE BASE FLOOD ELEVATION.

THIS PERMIT IS USED WITH THE CONDITION THAT THE DEVELOPER/OWNER WILL PROVIDE CERTIFICATION BY A REGISTERED ENGINEER, ARCHITECT, OR LAND SURVEYOR OF THE "AS-BUILT" LOWEST FLOOR (INCLUDING BASEMENT) ELEVATION OF ANY NEW OR SUBSTANTIALLY IMPROVED BUILDING COVERED BY THIS PERMIT.

(MISSOURI)  
August 1, 2015