



Matt Russell, Mayor
Garry Wilson, Ward II
Christopher Updike, Ward III
Jennifer Mitchell, Ward IV

Eric Franklin, Ward I
Gerry Pool, Ward II
Shane Grooms, Ward III
Jim Deichman, Ward IV

AGENDA
City Council Meeting
City Council Chambers, 540 Civic Boulevard
August 24, 2021 at 6:00 PM

Call Meeting to Order

Opening Prayer

Pledge of Allegiance to the United States Flag

Citizen Participation

Consent Agenda

- [1.](#) Approve August 17, 2021 City Council Minutes.

Board, Commission, and Committee Schedule

Board of Adjustment Meeting	September 02, 2021
City Council Meeting	September 07, 2021
Planning & Zoning Meeting	September 13, 2021
City Council Meeting	September 21, 2021

Old Business and Tabled Items

- [2.](#) 21-55 An Ordinance Of The City Council Of The City Of Republic, Missouri, Approving The Annexation Of Approximately Ninety-One Point Five-Five (91.55) Acres, Located at 6542 West US Highway 60 and adjacent Right-of-Way.
- [3.](#) 21-56 An Ordinance of the City Council of the City of Republic, Missouri, Setting the 2021 Property Tax Levies for the City of Republic, Missouri.
- [4.](#) 21-57 An Ordinance of the City Council of the City of Republic, Missouri, Vacating a General Utility Easement Located on Property Owned by MM Highway, LLC, Also Known As Heart of America Park, in the City of Republic, Missouri.

New Business (First Reading of Ordinances)

- [5.](#) 21-58 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Final Plat of Olde Savannah Phase Two Subdivision.

Other Business (Resolutions)

- [6.](#) 21-R-36 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the Execution of a Second Amendment with USCOG of Greater Missouri, LLC, to Modify the Terms of an Existing Tower and Ground Space Lease.

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 732-3101 at least three days prior to the scheduled meeting. **All meetings are tape recorded for public viewing.**



MINUTES

City Council Meeting
City Council Chambers, 540 Civic Boulevard
August 17, 2021 at 6:00 PM

Matt Russell, Mayor
Garry Wilson, Ward II
Christopher Updike, Ward III
Jennifer Mitchell, Ward IV

Eric Franklin, Ward I
Gerry Pool, Ward II
Shane Grooms, Ward III
Jim Deichman, Ward IV

Call Meeting to Order

The regular session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Matt Russell at 6:00 p.m. Council Members present included Christopher Updike, Jim Deichman, Eric Franklin, Garry Wilson, Gerry Pool, Shane Grooms, and Jennifer Mitchell. Others in attendance were: City Administrator David Cameron, Interim City Attorney Michael Tighe, Assistant City Administrator/Parks and Recreation Director Jared Keeling, Information Systems Director Chris Crosby, Police Lieutenant Jamie Burks, Planning Manager Karen Haynes, Chief of Staff Lisa Addington, Assistant Parks and Recreation Director Jennafer Mayfield, BUILDS Administrator Andrew Nelson, Fire Chief Duane Compton, Interim Finance Director Larry Brown, Systems Administrator Michael Sallee, and City Clerk Laura Burbridge.

Opening Prayer

Opening prayer was led by City Administrator David Cameron.

Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mayor Matt Russell.

Citizen Participation

Mayor Matt Russell opened citizen participation at 6:02 p.m. No one came forward so Mayor Russell closed citizen participation at 6:02 p.m.

Consent Agenda

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

1. Approve August 3, 2021 City Council Minutes.
2. Approve Vendor List.

Board, Commission, and Committee Schedule

City Council Meeting	August 24, 2021
Board of Adjustment Meeting	September 2, 2021
City Council Meeting	September 7, 2021
Planning & Zoning Meeting	September 13, 2021

Old Business and Tabled Items-None

New Business (First Reading of Ordinances)

3. **21-55 An Ordinance Of The City Council Of The City Of Republic, Missouri, Approving The Annexation Of Approximately Ninety-One Point Five-Five (91.55) Acres, Located at 6542 West US Highway 60 and adjacent Right-of-Way.**

Council Member Franklin motioned for the first reading of Bill 21-55 by title only. Council Member Wilson seconded. The vote was 7 Aye-Wilson, Deichman, Franklin, Pool, Mitchell, Grooms, and Updike. 0 Nay. Motion Carried. Karen Haynes Nelson provided an overview of the bill. City Administrator David Cameron noted a public hearing needed to be conducted. Karen Haynes confirmed the public hearing was published in the newspaper for this date and time. The public hearing was omitted from the agenda.

Council Member Deichman motioned to add the public hearing to the agenda as it was published in the newspaper as required. Council Member Wilson seconded. The vote was 7 Aye-Deichman, Franklin, Grooms, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

Mayor Russell opened the public hearing at 6:07 p.m. for those in favor of the annexation. Stu Stenger, 5051 S. National spoke in favor of the annexation as a representative of the developer. Ricky Haas with Olsson Engineering, 550 E. St. Louis St. spoke in favor of the annexation as a representative of the developer.

Mayor Russell opened the public hearing for those opposed to the annexation at 6:09 p.m. No one came forward so Mayor Russell closed the public hearing at 6:09 p.m.

4. A Public Hearing of the City Council of the City of Republic, Missouri, Setting the 2021 Property Tax Levies for the City of Republic, Missouri.

Mayor Russell opened the public hearing for the property tax levy at 6:09 p.m. No one came forward so Mayor Russell closed the public hearing at 6:10 p.m.

5. 21-56 An Ordinance of the City Council of the City of Republic, Missouri, Setting the 2021 Property Tax Levies for the City of Republic, Missouri.

Council Member Pool motioned for the first reading of Bill 21-56 by title only. Council Member Deichman seconded. The vote was 7 Aye-Wilson, Pool, Deichman, Franklin, Mitchell, Grooms, and Updike. 0 Nay. Motion Carried. Larry Brown provided an overview of the bill. Mayor Russell reminded Council that this was a first read and to get with staff with any questions prior to the next meeting.

6. 21-57 An Ordinance of the City Council of the City of Republic, Missouri, Vacating a General Utility Easement Located on Property Owned by MM Highway, LLC, Also Known As Heart of America Park, in the City of Republic, Missouri.

Council Member Grooms motioned for the first reading of Bill 21-57 by title only. Council Member Franklin seconded. The vote was 7 Aye-Wilson, Pool, Deichman, Franklin, Mitchell, Grooms, and Updike. 0 Nay. Motion Carried. Mayor Russell explained that this bill was approved in 2017, but was never signed, requiring it to be approved by Council again for recording purposes. Mayor Russell reminded Council that this was a first read and to get with staff with any questions prior to the next meeting.

Other Business (Resolutions)

7. 21-R-33 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the Renewal of the Agreement with the Bank of Missouri to Provide Depository and Banking Services.

Motion was made by Council Member Pool and seconded by Council Member Deichman to approve Resolution 21-R-33. Laura Burbridge provided an overview of the Resolution. The vote

was 7 Aye-Deichman, Franklin, Grooms, Wilson, Pool, Mitchell, and Updike. 0 Nay. Motion Carried.

8. 21-R-34 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Approve the Contract for Interim City Attorney Damon Phillips, Pursuant to Republic City Charter.

Motion was made by Council Member Deichman and seconded by Council Member Franklin to approve Resolution 21-R-34. David Cameron provided an overview of the Resolution. The vote was 7 Aye-Deichman, Franklin, Grooms, Wilson, Pool, Mitchell, and Updike. 0 Nay. Motion Carried.

9. 21-R-35 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Request Allocation of Local Fiscal Recovery Funds from the American Rescue Plan Act.

Motion was made by Council Member Deichman and seconded by Council Member Pool to approve Resolution 21-R-35. David Cameron provided an overview of the Resolution. The vote was 7 Aye-Deichman, Franklin, Grooms, Wilson, Pool, Mitchell, and Updike. 0 Nay. Motion Carried.

Reports from Staff

City Administrator David Cameron acknowledged Council has done a lot the last couple weeks with back-to-back meetings. Mr. Cameron shared we didn't get the levy information until the last minute, so we moved the meetings in August to the end of the month to meet state statute.

City Administrator David Cameron shared the newly released Census data, which identified the population of Republic as 18,750. We have not received official notification from the Census Bureau. Mr. Cameron noted this is 27% growth over the past 10-year period. Mr. Cameron reported our projections show 12% growth each year over the next 5 years. There is a lot of growth, and this is only the beginning. Mr. Cameron reminded everyone we get funding allocations from Greene County based on our population so our portion of the collected taxes should go up from the County's shared taxes as well as the motor fuel tax. Mr. Cameron reported that when you see this type of growth, it can be advantageous to do a special census to ensure our funding portions are adequately distributed to account for the growth. The last several years increased the population numbers significantly.

City Administrator David Cameron thanked the community for their excellent turnout for the ballot measure. Mr. Cameron reported the turnout was substantial for an August ballot, which we had hoped would occur. Mr. Cameron reported there were 400 more voters for the August election than the April election when citizens voted for the Mayor and Council Members. Mr. Cameron thanked the community for voting and for demonstrating such overwhelming support of the measure. Mr. Cameron shared we can now take care of public safety in a robust way. Mr. Cameron reported the certified results have been submitted to the state and we hope by 9/1 we will receive information from them. Mr. Cameron reported we will begin with the wage adjustments and benefits followed by job postings. Mr. Cameron reported we have seen a lot of interest in the positions already, but we will not spend money until it is received.

City Administrator David Cameron announced street projects will begin this month with microsealing of Miller Road. Mr. Cameron shared when driving down these roads, it reminds him of the urgency to do something or it will cost millions to repair or replace if delayed too long. Mr. Cameron expressed this will be a great demonstration that we are keeping our promise to do road improvements.

City Administrator David Cameron showed a conceptual drawing of a proposed roundabout at Lynn and Hines. Mr. Cameron reported this is the most dangerous intersection in town. Anderson Engineering did the conceptual design and Council should see a contract for this project presented soon.

City Administrator David Cameron reported the sidewalks along Hines are also being discussed. Mr. Cameron reported there are a lot of requests for certain projects, and we can't get to every road right away. Mr. Cameron explained we will address the high impact jobs first. Mr. Cameron shared we hear about Main Street and Highway 174 frequently. Mr. Cameron reminded everyone that these are State Highways and require a 50/50 cost share with MoDOT. Mr. Cameron shared this project is not on their radar at this time and would require collaboration to complete. Mr. Cameron shared the City gave the school an alternative option for queuing, and they are looking for land, but have not found property at this time. Mr. Cameron reported a Hines and ZZ roundabout is in discussion as well.

City Administrator David Cameron also announced the city will pick up the discussion of quiet zones. Mr. Cameron reported this is not our biggest project, but we have received about 70% support on this project. Because of the requests from citizens, we will engage an engineering firm, do public hearings, and meetings. Mr. Cameron shared the one concern he identified is the requirement for a designated 100 feet, which would lead to some roads becoming right in, right out, or closed roads. This would impact the residents and businesses, so they will need to be engaged in the conversation. Drawings and cost estimates will have to be presented by an engineer. We will invite the community into this discussion.

City Administrator David Cameron updated Council on the MM Highway updates. We have completed the cost share application, the Department of Economic Development has committed 6 million dollars, and we are waiting to hear if Greene County will participate in the cost share as well. Mr. Cameron announced he is presenting to the State Commission, thanking them for their contribution to this project and presenting the additional needs of Republic. Mr. Cameron reported that US Highway 60 was bumped to higher position on the project scoring list due to the traffic count and two fatalities this year. It would be a big win for the city if we get this project on the calendar.

City Administrator David Cameron reported the ballot took a lot of energy and when we present about Trust Edge, you will hear that if you have more than 3 priorities, you have too many. Mr. Cameron shared he wanted to present our eight next priorities now that Public Safety has been funded. Mr. Cameron reminded Council of our Mission, Vision, and Values before sharing our priorities for the next 90 days. Mr. Cameron shared we will also discuss this during our upcoming budget meeting.

First and foremost, we will lead and cast vision. We will Lead, Plan, and Communicate.

We are working to execute a new Administrative Agreement with the Missouri Department of Natural Resources to get the city back into compliance with NPDES permit. This comes with a \$37 million price tag, but we have that strategy. We have requested some provisions due to COVID-19 related delays, including an extensive price increase. We need to deal with this project on a tight timeframe. Mr. Cameron reported he and Andrew will be doing strategic planning with Burns and McDonnell next month.

We will address the many transportation project needs to include expanding MM Highway to 5 Lanes with a \$9 million cost, expand other parts of MM Highway to 3-Lane with a cost of \$26 million, expand US Highway 60 possibly to 6-lane, update MM Highway to ZZ Highway, address the Lynn and Hines intersection with a roundabout, address ZZ Highway and Hines with a possible roundabout, add sidewalks along Hines, complete the trail grant project to Wilson's Creek National Battlefield, microseal Miller Road, and address several side streets that need immediate attention, such as Olive Street.

We will create and present a new financial strategy to aggressively and strategically allocate our funds. We will not treat tax dollars like monopoly money and our expenses must be calculated to yield maximum efficiency and effectiveness and contribute to growing our tax base. We will continue to reduce our debts ahead of schedule. We will not be going on a spending spree as the additional sales tax dollars are collected.

We need to address our facilities and secure funding for those facilities, specifically in Parks operational funding. Our Parks Department is funded by their Parks sales taxes. We will need to build Fire Station #3 while also paying off debt on Station 1 and Station 2.

We will continue to work on our Economic Development and are currently in discussion to partner on a development of a new 200+ acre industrial park.

We plan to boost our communication significantly. Our new Public Information Officer starts September 20th. We are looking forward to pushing out large volumes of information both externally and internally. Mr. Cameron thanked Jennafer Mayfield, Jared Keeling, and Jamie Burks for the way they handled the ballot measure. Mr. Cameron shared Jennafer would like to get back to her day job with all the Parks events coming up. Mr. Cameron shared he also looks forward to the Annual Report for the year.

We will be evaluating our organizational structure to address our needs and organizational management. We want to ensure we have the resources and process map to move forward and must grow strategically.

City Administrator David Cameron announced we will do another city tour in May along with our employee appreciation picnic. Mr. Cameron reported we are already planning into 2022 on how to get there and are focused on securing our future while staying true to our Mission, Vision, and Values. The projects listed are the threats and concerns to our community, even if citizens don't realize it.

City Administrator David Cameron shared his appreciation for our staff, Mayor, and Council Members to allow us to lead this community through this interesting season. Mr. Cameron shared he loves this, and the best is truly yet to come. Mr. Cameron shared people are asking how we are doing it and he shared we have a successful model through planning, leading, and communicating with Council.

City Administrator David Cameron thanked Mike Tighe for being here tonight for Damon.

Mayor Matt Russell shared he teases Mr. Cameron a lot about talking. Mayor Russell shared people are taking notice because we are a government entity, but Mr. Cameron runs it like a business. Mayor Russell agreed with Mr. Cameron that the tax dollars aren't monopoly money and people should be happy to see the government treating it like a business. Mayor Russell shared staff treats the people's money as the people's money. Mayor Russell shared it is the right thing for the right reason.

Council Member Franklin asked if the census data is available to the public. Staff confirmed it is on the Census website.

Council Member Mitchell shared her daughter requested that she ask if we are allowed to have goats within city limits. Staff reported it is only allowed in areas zoned agricultural.

Council Member Pool shared her appreciation to the staff that shows up and all the work they do through the week, especially David. Mrs. Pool thanked Ryan Squibb for coming from a distance and always being here. Mrs. Pool shared she is glad to see him when he is here.

Adjournment

Mayor Russell adjourned the meeting at 6:56 p.m.

ATTEST:

Laura Burbridge, City Clerk

Matt Russell, Mayor

DRAFT



AGENDA ITEM ANALYSIS

Project/Issue Name: 21-55 An Ordinance Of The City Council Of The City Of Republic, Missouri, Approving The Annexation Of Approximately Ninety-One Point Five-Five (91.55) Acres, Located at 6542 West US Highway 60 and adjacent Right-of-Way.

Submitted By: Karen Haynes, Assistant BUILDS Administrator, BUILDS Department

Date: August 17, 2021

Issue Statement

The City of Republic’s BUILDS Department received a Voluntary Annexation Application from Wilson’s Valley, LLC for the Annexation of approximately ninety-one point five-five (91.55) acres of land located at 6542 West US Highway 60 and adjacent ROW.

Discussion and/or Analysis

The property owners, Wilson’s Valley, LLC, have submitted a Voluntary Annexation Request for the subject parcel.

City of Republic sanitary sewer service is available on the property and water is available adjacent to the property to the west. 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 west.

The Annexation, if approved by City Council, will effectively zone the subject parcel as A-1 (Agricultural) and M-1 (Light Industrial), as the property currently has split zoning in the County (15.7 acres Light Industrial/75.85 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 Adopted Plans and enjoys access to City of Republic municipal services.

BILL NO. 21-55

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,
APPROVING THE ANNEXATION OF APPROXIMATELY 91.55 ACRES, LOCATED AT 6542
WEST US HIGHWAY 60 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 91.55 acres of land located at 6542 West US Highway 60 and adjacent right-of-way has been filed with the City's BUILDS Department; and

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

WHEREAS, the Council held a public hearing on the said petition on August 17, 2021, such hearing being held not less than fourteen days nor more than sixty days after the receipt of the petition requesting annexation; and

WHEREAS, a notice of said public hearing was published August 04, 2021, in the *Greene County Commonwealth*, 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, at said public hearing, all interested persons, corporations, or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation; 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 Council finds the proposed annexation is reasonable and necessary for the City's proper development, 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:

Tract 2:

All that part of the South Half of the Northwest Quarter, all of the Northwest Quarter of the Southwest Quarter, and all of the North Half of the Northeast Quarter of the Southwest Quarter of Section 11, Township 28 North, Range 23 West of the Fifth Principal Meridian, Greene County, Missouri, being more particularly described as follows: BEGINNING at the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 11; thence, North 01°51'10" East, along and with the West line of said Section 11, a distance of 1333.54 feet to the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 11; thence, North 01°51'26" East, continuing along and with the West line of said Section 11, a distance of 286.75 feet to the East right-of-way line of U.S. Highway 60; thence, North 57°25'02" East, along and with said East, line, a distance of 815.55 feet to the South right-of-way

BILL NO. 21-55

ORDINANCE NO.

line of a railroad spur; thence, Easterly, along and with said South line, the following seven (7) courses: South 32°06'47" East, a distance of 41.70 feet; thence, Southeasterly along a 703.29-foot radius curve to the left, having a chord bearing of South 42°49'51" East and chord length of 261.58 feet, an arc distance of 263.11 feet; thence, North 36°27'06" East, a distance of 50.00 feet; thence, Southeasterly along a 653.29-foot radius curve to the left, having a chord bearing of South 73°00'12" East and chord length of 435.18, an arc distance of 443.66 feet; thence, North 87°32'29" East, a distance of 872.80 feet; thence, Northeasterly along a 653.29-foot radius curve to the left, having a chord bearing of North 70°06'17" East and chord length of 391.52 feet, an arc distance of 397.63 feet; thence, North 52°40'04" East, a distance of 111.41 feet to the East line of the Northwest Quarter of said Section 11; thence South 01°42'13" West, along and with said East line, a distance of 699.32 feet to the Southeast corner of said Northwest Quarter; thence, South 01°38'06" West, along and with the East line of the Southwest Quarter of said Section 11, a distance of 663.70 feet to the Southeast corner of the North Half of the Northeast Quarter of said Southwest Quarter; thence, North 89°00'14" West, along and with the South line of said North Half, a distance of 1327.09 feet to the Southwest corner of said North Half, said point lying on the East line of the Northwest Quarter of said Southwest Quarter; thence, South 01°52'46" West, along and with said East line, a distance of 664.09 feet to an existing iron pin at the Southeast corner of the Northwest Quarter of said Southwest Quarter; thence, North 89°07'10" West, along and with the South line of said Quarter-Quarter section, a distance of 1325.98 feet to the West line of said Section 11 and the POINT OF BEGINNING, containing 91.55 acres and being subject to easements, restrictions or rights-of-way, if any, including rights-of-way for Farm Road 103 off the East side thereof and Farm Road 101 off the West side thereof.

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 the 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 24th day of August 2021.

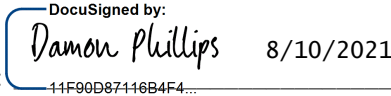
Matt Russell, Mayor

BILL NO. 21-55

ORDINANCE NO.

Attest:

Laura Burbridge, City Clerk

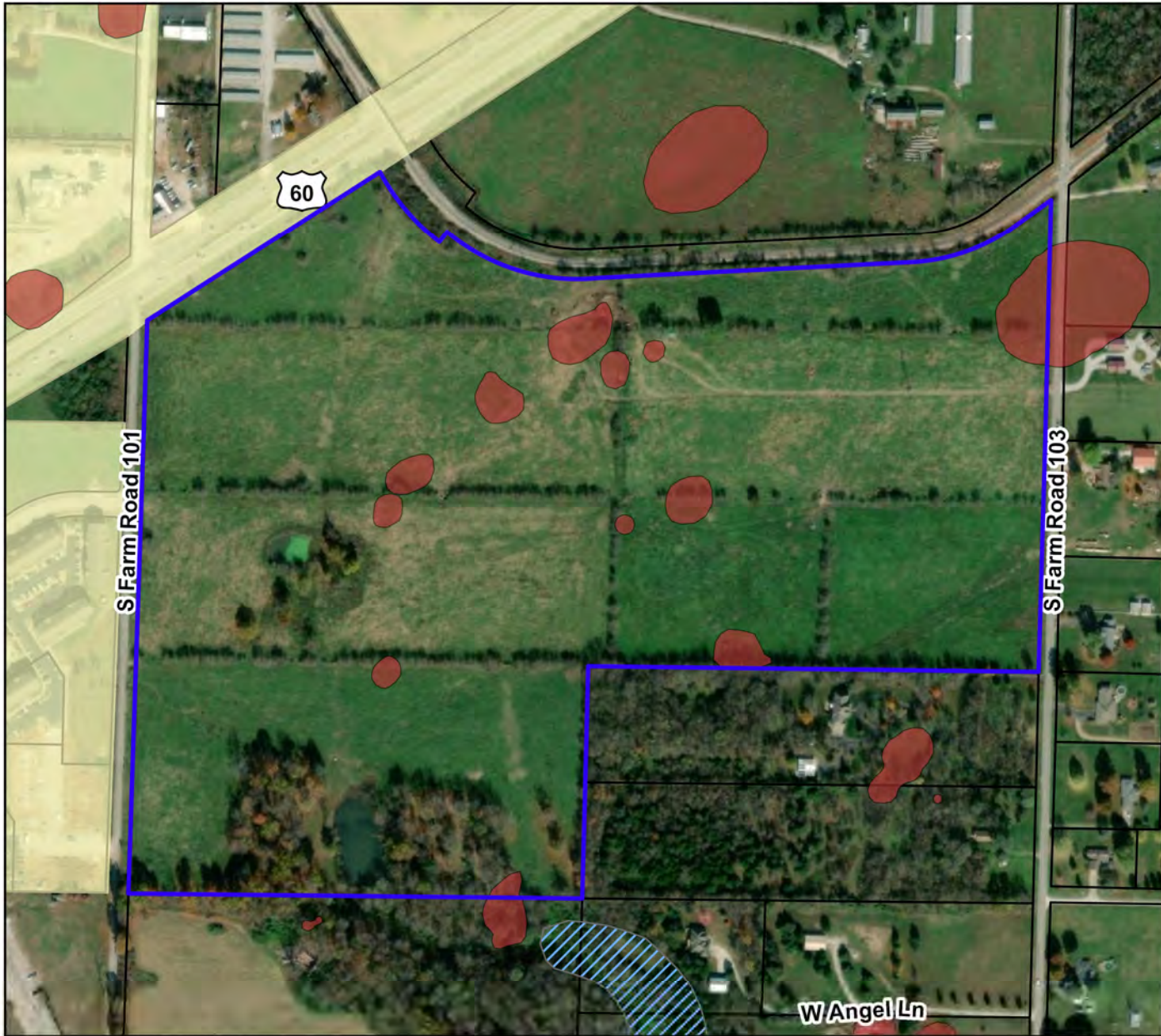
Approved as to Form:  _____, City Attorney

Final Passage and Vote:

ANNX 21-008

Vicinity Map

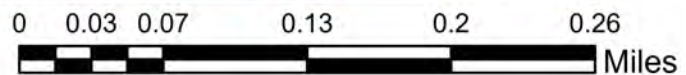
Item 2.



Legend

- ANNX 21-008
- Parcels
- Republic City Limits
- Sinkhole
- Floodplain

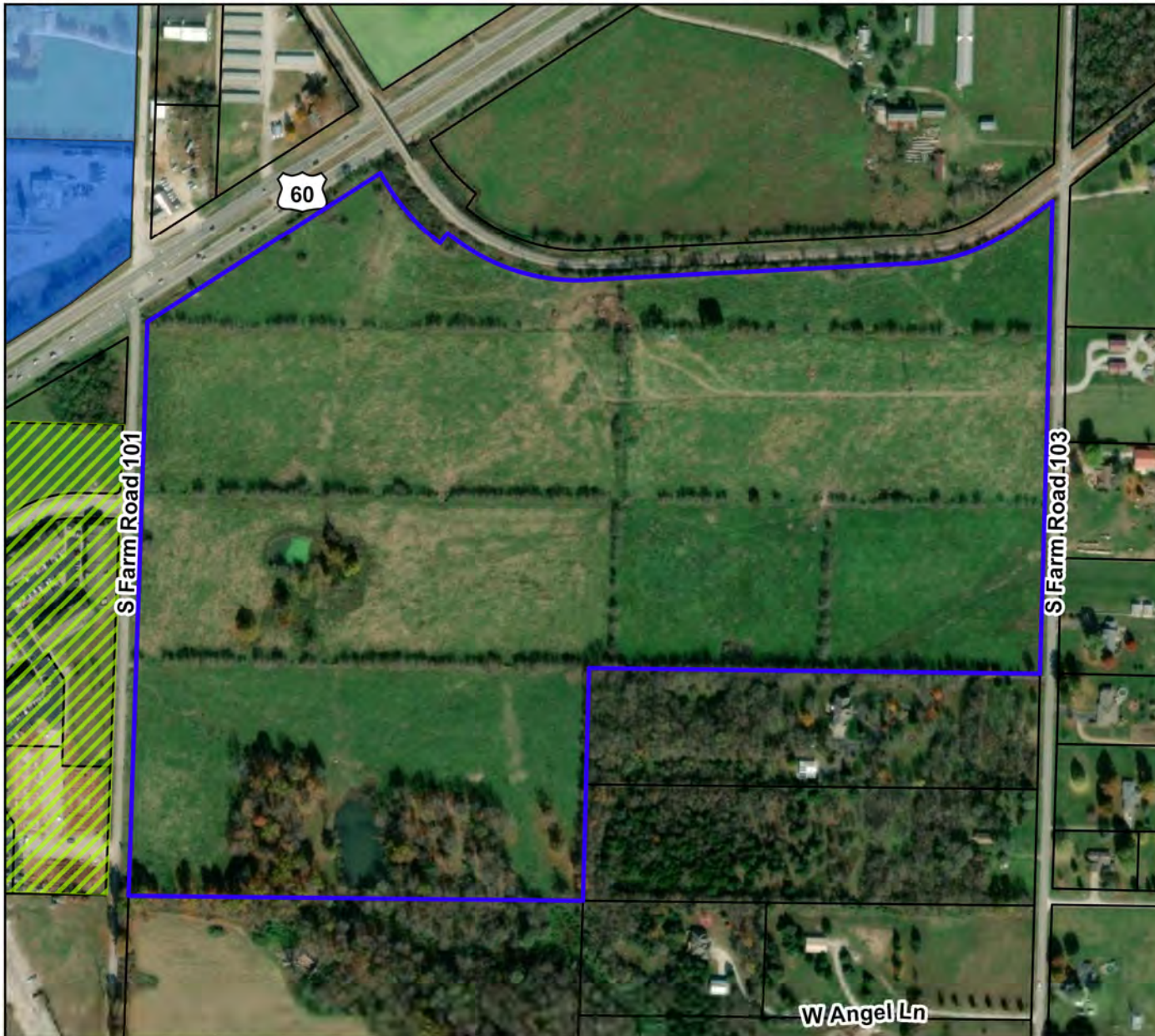
Parcel Owner: Wilson's Valley, LLC
Parcel Address: 6542 West US Highway 60
Area: 91.55 acres
Greene County Zoning: Agriculture (A-1)
Incoming Zoning: Agricultural (AG)



ANNX 21-008

Zoning Map

Item 2.



Legend

ANNX 21-008

Parcels

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

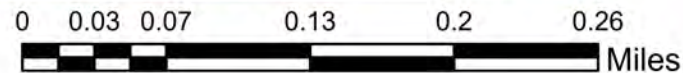
R1-H Single Family High Density

R1-Z Zero Lot Line Residential

R-2 Two-family Residential

R-3 Multi-family Residential

Parcel Owner: Wilson's Valley, LLC
 Parcel Address: 6542 West US Highway 60
 Area: 91.55 acres
 Greene County Zoning: Agriculture (A-1)
 Incoming Zoning: Agricultural (AG)





AGENDA ITEM ANALYSIS

Project/Issue Name: 21-56 An Ordinance of the City Council of the City of Republic, Missouri, Setting the 2021 Property Tax Levies for the City of Republic, Missouri.

Submitted By: Larry Brown, Contracted Accountant
Laura Burbridge, City Clerk

Date: August 17, 2021

Issue Statement

To approve property tax levies for the year 2021 in accordance with the recommendations from the Missouri State Auditor's Office.

Discussion and/or Analysis

The City of Republic maintains three property tax levies: General, Parks and Recreation, and Street Lighting. The Greene and Christian County Assessors have provided the assessed valuation information to the City and to the State Auditor's Office. The City must establish its rates in accordance with those approved by the State Auditor.

The attached worksheet and supporting documents illustrate the change in assessed valuation, compared to the 2020 tax year. Adjusted assessed valuations increased by \$4,495,534.00 or 1.9836%. In calculating the levy, the valuations for new construction and improvements and newly added territory must be subtracted from total of assessed valuations resulting in an adjusted assessed valuation.

Per Section 137.073.2, RSMo, when there are changes in assessed valuation, the tax rate ceiling may be revised to produce substantially the same amount of tax revenues as the existing tax rate ceiling would have produced in the prior year. Essentially, the City is not allowed to benefit from revenue resulting from new construction or newly added territory so to remain revenue neutral, the levies are based on existing property in 2020. The 2021 tax levy will be reduced from .5863 to .5829 to adjust for the increase in value throughout the City.

Greene County and Christian County officials assess property value, mail property tax statements, and collect and remit property tax funds to Republic. In return, Christian County retains 4% of collections to offset their costs while Greene County retains 3%.



Recommended Property Tax Levies and Estimated Revenues

<u>Type</u>	<u>2021 Levy</u>	<u>Budgeted Revenues</u>
General Revenue	.4095	\$946,594.00
Parks & Recreation	.1104	\$255,091.00
Street Lights	.0630	\$145,701.00
Total	.5829	\$1,347,386.00

Under state law, the tax levy must be set by September 1 or the City can only collect tax sufficient to pay interest and principal on any outstanding bonds.

Recommended Action

Passage of setting of 2021 property tax levies in accordance with the State Auditor's recommendation of \$.5582 total levy is recommended. The maximum amount to be reflected in the City's 2022 Annual Budget of \$1,347,386.00.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, SETTING THE 2021 PROPERTY TAX LEVIES FOR THE CITY OF REPUBLIC, MISSOURI

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 Missouri State Auditor's Office provides the pro-forma tax rate calculation and gives final approval to property tax levies for municipalities in the State; and

WHEREAS, a notice of public hearing was published as required by law at least seven days prior to the public hearing and approval of the proposed rates of taxes; and

WHEREAS, the City of Republic, Missouri, after the public hearing, adopts the tax levies in accordance with the Missouri State Auditor's Office calculations.

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

Section 1. There is hereby levied for the year 2021 a tax upon each \$100.00 of assessed valuation of real estate within the corporate limits of the City of Republic, Missouri, at the following rates and for the following purposes:

A.	General Revenue Fund	.4095
B.	Park Fund	.1104
C.	Street Lighting Fund	.0630
		<u>.5829</u>

Section 2. On the day following the effective date of the passage of this Ordinance, the levy established herewith shall be certified by the City Clerk and delivered to the County Clerks of Greene County and Christian County, Missouri.

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 _____ 2021.

Matt Russell, Mayor

BILL NO. 21-56

ORDINANCE NO. 21-

Attest:

Laura Burbridge, City Clerk

DocuSigned by:
Damon Phillips 8/9/2021
11F90D87116B4F4...

Approved as to Form: _____, Damon Phillips, City Attorney

Final Passage and Vote: _____



NICOLE GALLOWAY, CPA
Missouri State Auditor

MEMORANDUM

August 13, 2021

TO: 09-039-0005 City of Republic
RE: Setting of 2021 Property Tax Rates

The following are the tax rate computational forms that have been reviewed. Please follow the steps below to complete the process of setting your 2021 Property Tax Rate(s).

1. **Lines G - BB on the Summary Page should be completed** to show the actual tax rate(s) to levy.
2. Please **sign and date the Summary Page.**
3. Please **submit the finalized tax rate forms ready for certification to the County Clerk of each county** that your political subdivision resides in. The County Clerk must also sign the Summary Page and indicate the proposed tax rate to be entered on the tax books before submitting rate(s) to the State Auditor's Office for final review and certification.

If the attached calculation differs from the questionnaire submitted for review, please review the following line items for the reason(s) for the difference.

- **Form A, Line 2b - New Construction & Improvements - Personal Property**

Section 137.073.4, RSMo, states that the aggregate increase in valuation of personal property for the current year over that of the previous year is the equivalent of the new construction and improvements factor for personal property.

- **Form A, Line 5 - Prior Year Assessed Valuation**

If the 2021 questionnaire has a different amount on Form A, Line 5 than was previously submitted, we had to revise the 2020 calculation for this change. The revised 2020 tax rate ceiling is listed on the 2021 Summary Page, Line A. Your primary County Clerk should forward a copy of the revised 2020 calculation; please keep this form for your files.

- **(SCHOOL DISTRICTS ONLY) Form A, Line 14**

We revised the information the school district submitted on Line 14 to the amount computed by the Department of Elementary and Secondary Education (DESE).

If you have any questions about the enclosed forms, please contact the local government section at (573-751-4213.)

Missouri State Auditor's Office
2021 Tax Rate Assessed Valuation Summary

Political Subdivision - 09-039-0005 City of Republic

		Current Assessed Valuation						
Purpose	County	Real Property	Personal Property	Total	New Construction and Improvements Real Estate	Newly Added Territory	Newly Separated Territory	Property Changed from Local to State Assessed
01 General Revenue	022 Christian	3,574,240	0	3,574,240	338,450	0	0	0
01 General Revenue	039 Greene	243,706,386	0	243,706,386	5,722,920	10,084,920	0	0
	Total	<u>247,280,626</u>	<u>0</u>	<u>247,280,626</u>	<u>6,061,370</u>	<u>10,084,920</u>	<u>0</u>	<u>0</u>
02 Parks & Recreation	022 Christian	3,574,240	0	3,574,240	338,450	0	0	0
02 Parks & Recreation	039 Greene	243,706,386	0	243,706,386	5,722,920	10,084,920	0	0
	Total	<u>247,280,626</u>	<u>0</u>	<u>247,280,626</u>	<u>6,061,370</u>	<u>10,084,920</u>	<u>0</u>	<u>0</u>
04 Lights	022 Christian	3,574,240	0	3,574,240	338,450	0	0	0
04 Lights	039 Greene	243,706,386	0	243,706,386	5,722,920	10,084,920	0	0
	Total	<u>247,280,626</u>	<u>0</u>	<u>247,280,626</u>	<u>6,061,370</u>	<u>10,084,920</u>	<u>0</u>	<u>0</u>



Summary Page

Item 3.

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic 09-039-0005 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

- A. Prior year tax rate ceiling as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year... 0.4119
B. Current year rate computed pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18) 0.4095
C. Amount of rate increase authorized by voters for current year if same purpose. (Form B, Line 7)
D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C) 0.4095
E. Maximum authorized levy the most recent voter approved rate 0.9000
F. Current year tax rate ceiling maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E) 0.4095
G1. Less required sales tax reduction taken from tax rate ceiling (Line F), if applicable
G2. Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies) taken from tax rate ceiling (Line F)
H. Less voluntary reduction by political subdivision taken from the tax rate ceiling (Line F) WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.
I. Plus allowable recoupment rate added to tax rate ceiling (Line F) If applicable, attach Form G or H.
J. Tax rate to be levied (Line F - Line G1 - Line G2 - Line H + Line I)
AA. Rate to be levied for debt service, if applicable (Form C, Line 10)
BB. Additional special purpose rate authorized by voters after the prior year tax rates were set. (Form B, Line 7 if a different purpose)

Certification

I, the undersigned, (Office) of (Political Subdivision) levying a rate in (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

Form with fields for Date, Signature, Print Name, and Telephone.

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J AA BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

Form with fields for Date, County Clerk's Signature, County, and Telephone.



Form A

Item 3.

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic 09-039-0005 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2021) Current year assessed valuation

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a) 247,280,626 (Real Estate) + (b) 0 (Personal Property) = 247,280,626 (Total)

2. Assessed valuation of new construction & improvements

2(a) - Obtained from the county clerk or county assessor

2(b) - increase in personal property, use the formula listed under Line 2(b)

(a) 6,061,370 (Real Estate) + (b) 0 (Personal Property) = 6,061,370 (Total)
Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b)
If Line 2b is negative, enter zero

3. Assessed value of newly added territory

obtained from the county clerk or county assessor

(a) 10,084,920 (Real Estate) + (b) 0 (Personal Property) = 10,084,920 (Total)

4. Adjusted current year assessed valuation

(Line 1 total - Line 2 total - Line 3 total)

231,134,336

5. (2020) Prior year assessed valuation

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a) 226,638,802 (Real Estate) + (b) 0 (Personal Property) = 226,638,802 (Total)

6. Assessed value of newly separated territory

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

7. Assessed value of property locally assessed in prior year, but state assessed in current year

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

8. Adjusted prior year assessed valuation

(Line 5 total - Line 6 total - Line 7 total)

226,638,802



Form A

Item 3.

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic 09-039-0005 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

Table with 2 columns: Description and Value. Rows include: 9. Percentage increase in adjusted valuation (1.9836%), 10. Increase in Consumer Price Index (CPI) (1.4000%), 11. Adjusted prior year assessed valuation (226,638,802), 12. (2020) Tax rate ceiling from prior year (0.4119), 13. Maximum prior year adjusted revenue (933,525), 14. Permitted reassessment revenue growth (1.4000%), 15. Additional revenue permitted (13,069), 16. Total revenue permitted in current year (946,594), 17. Adjusted current year assessed valuation (231,134,336), 18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (0.4095).

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.



Summary Page

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic 09-039-0005 Parks & Recreation
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

- A. Prior year tax rate ceiling as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year... 0.1110
B. Current year rate computed pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18) 0.1104
C. Amount of rate increase authorized by voters for current year if same purpose. (Form B, Line 7)
D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C) 0.1104
E. Maximum authorized levy the most recent voter approved rate 0.2000
F. Current year tax rate ceiling maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E) 0.1104
G1. Less required sales tax reduction taken from tax rate ceiling (Line F), if applicable
G2. Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies) taken from tax rate ceiling (Line F)
H. Less voluntary reduction by political subdivision taken from the tax rate ceiling (Line F) WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.
I. Plus allowable recoupment rate added to tax rate ceiling (Line F) If applicable, attach Form G or H.
J. Tax rate to be levied (Line F - Line G1 - Line G2 - Line H + Line I)
AA. Rate to be levied for debt service, if applicable (Form C, Line 10)
BB. Additional special purpose rate authorized by voters after the prior year tax rates were set. (Form B, Line 7 if a different purpose)

Certification

I, the undersigned, (Office) of (Political Subdivision) levying a rate in (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

Form with fields for Date, Signature, Print Name, and Telephone.

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J AA BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

Form with fields for Date, County Clerk's Signature, County, and Telephone.



Form A

Item 3.

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic 09-039-0005 Parks & Recreation
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2021) Current year assessed valuation

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a) 247,280,626 (Real Estate) + (b) 0 (Personal Property) = 247,280,626 (Total)

2. Assessed valuation of new construction & improvements

2(a) - Obtained from the county clerk or county assessor

2(b) - increase in personal property, use the formula listed under Line 2(b)

(a) 6,061,370 (Real Estate) + (b) 0 (Personal Property) = 6,061,370 (Total)
Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b)
If Line 2b is negative, enter zero

3. Assessed value of newly added territory

obtained from the county clerk or county assessor

(a) 10,084,920 (Real Estate) + (b) 0 (Personal Property) = 10,084,920 (Total)

4. Adjusted current year assessed valuation

(Line 1 total - Line 2 total - Line 3 total)

231,134,336

5. (2020) Prior year assessed valuation

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a) 226,638,802 (Real Estate) + (b) 0 (Personal Property) = 226,638,802 (Total)

6. Assessed value of newly separated territory

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

7. Assessed value of property locally assessed in prior year, but state assessed in current year

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

8. Adjusted prior year assessed valuation

(Line 5 total - Line 6 total - Line 7 total)

226,638,802



Form A

Item 3.

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic 09-039-0005 Parks & Recreation
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

Table with 2 columns: Description and For Political Subdivision Use in Calculating its Tax Rate. Rows include: 9. Percentage increase in adjusted valuation (1.9836%), 10. Increase in Consumer Price Index (CPI) (1.4000%), 11. Adjusted prior year assessed valuation (226,638,802), 12. (2020) Tax rate ceiling from prior year (0.1110), 13. Maximum prior year adjusted revenue (251,569), 14. Permitted reassessment revenue growth (1.4000%), 15. Additional revenue permitted (3,522), 16. Total revenue permitted in current year * (255,091), 17. Adjusted current year assessed valuation (231,134,336), 18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (0.1104).

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.



Summary Page

Item 3.

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic 09-039-0005 Lights
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

- A. Prior year tax rate ceiling as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year... 0.0634
B. Current year rate computed pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18) 0.0630
C. Amount of rate increase authorized by voters for current year if same purpose. (Form B, Line 7)
D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C) 0.0630
E. Maximum authorized levy the most recent voter approved rate 0.1000
F. Current year tax rate ceiling maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E) 0.0630
G1. Less required sales tax reduction taken from tax rate ceiling (Line F), if applicable
G2. Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies) taken from tax rate ceiling (Line F)
H. Less voluntary reduction by political subdivision taken from the tax rate ceiling (Line F) WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.
I. Plus allowable recoupment rate added to tax rate ceiling (Line F) If applicable, attach Form G or H.
J. Tax rate to be levied (Line F - Line G1 - Line G2 - Line H + Line I)
AA. Rate to be levied for debt service, if applicable (Form C, Line 10)
BB. Additional special purpose rate authorized by voters after the prior year tax rates were set. (Form B, Line 7 if a different purpose)

Certification

I, the undersigned, (Office) of (Political Subdivision) levying a rate in (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

Form fields for Date, Signature, Print Name, and Telephone.

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J AA BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

Form fields for Date, County Clerk's Signature, County, and Telephone.



Form A

Item 3.

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic 09-039-0005 Lights
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2021) Current year assessed valuation

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a) 247,280,626 (Real Estate) + (b) 0 (Personal Property) = 247,280,626 (Total)

2. Assessed valuation of new construction & improvements

2(a) - Obtained from the county clerk or county assessor

2(b) - increase in personal property, use the formula listed under Line 2(b)

(a) 6,061,370 (Real Estate) + (b) 0 (Personal Property) = 6,061,370 (Total)
Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b)
If Line 2b is negative, enter zero

3. Assessed value of newly added territory

obtained from the county clerk or county assessor

(a) 10,084,920 (Real Estate) + (b) 0 (Personal Property) = 10,084,920 (Total)

4. Adjusted current year assessed valuation

(Line 1 total - Line 2 total - Line 3 total)

231,134,336

5. (2020) Prior year assessed valuation

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a) 226,638,802 (Real Estate) + (b) 0 (Personal Property) = 226,638,802 (Total)

6. Assessed value of newly separated territory

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

7. Assessed value of property locally assessed in prior year, but state assessed in current year

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

8. Adjusted prior year assessed valuation

(Line 5 total - Line 6 total - Line 7 total)

226,638,802



Form A

Item 3.

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic 09-039-0005 Lights
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

Table with 2 columns: Description and Rate. Rows include: 9. Percentage increase in adjusted valuation (1.9836%), 10. Increase in Consumer Price Index (CPI) (1.4000%), 11. Adjusted prior year assessed valuation (226,638,802), 12. (2020) Tax rate ceiling from prior year (0.0634), 13. Maximum prior year adjusted revenue (143,689), 14. Permitted reassessment revenue growth (1.4000%), 15. Additional revenue permitted (2,012), 16. Total revenue permitted in current year (145,701), 17. Adjusted current year assessed valuation (231,134,336), 18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (0.0630).

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/13/2021
Item 3.

Informational Data

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

Table with 3 columns: Name of Political Subdivision, Political Subdivision Code, Purpose of Levy. Values: City of Republic, 09-039-0005, General Revenue.

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s).

Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken

- Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.
Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Informational Summary Page

Table with 2 columns: Description, Value. Rows include Prior year tax rate ceiling (0.4119), Current year rate computed (0.4095), Amount of increase authorized by voters for current year, Rate to compare to maximum authorized levy (0.4095), Maximum authorized levy (0.9000), Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year (0.4095).

Informational Form A

Table with 2 columns: Description, Value. Rows include Percentage increase in adjusted valuation (1.9836%), Increase in Consumer Price Index (CPI) (1.4000%), Adjusted prior year assessed valuation (226,638,802), (2020) Tax rate ceiling from prior year (0.4119), Maximum prior year adjusted revenue (933,525), Permitted reassessment revenue growth (1.4000%), Additional reassessment revenue permitted (13,069), Total revenue permitted in current year (946,594), Adjusted current year assessed valuation (231,134,336), Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (0.4095).

Informational Form B

Table with 2 columns: Description, Value. Rows include Prior year tax rate ceiling to apply voter approved increase to, Voter approved increased tax rate to adjust.



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/13/2021

Informational Data

Item 3.

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

Table with 3 columns: Name of Political Subdivision, Political Subdivision Code, Purpose of Levy. Values: City of Republic, 09-039-0005, Parks & Recreation.

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s).

Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken

- Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.
Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Informational Summary Page

Table with 2 columns: Description, Value. Rows include Prior year tax rate ceiling (0.1110), Current year rate computed (0.1104), Amount of increase authorized by voters for current year, Rate to compare to maximum authorized levy (0.1104), Maximum authorized levy (0.2000), Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year (0.1104).

Informational Form A

Table with 2 columns: Description, Value. Rows include Percentage increase in adjusted valuation (1.9836%), Increase in Consumer Price Index (CPI) (1.4000%), Adjusted prior year assessed valuation (226,638,802), (2020) Tax rate ceiling from prior year (0.1110), Maximum prior year adjusted revenue (251,569), Permitted reassessment revenue growth (1.4000%), Additional reassessment revenue permitted (3,522), Total revenue permitted in current year (255,091), Adjusted current year assessed valuation (231,134,336), Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (0.1104).

Informational Form B

Table with 2 columns: Description, Value. Rows include Prior year tax rate ceiling to apply voter approved increase to, Voter approved increased tax rate to adjust.



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/13/2021

Informational Data

Item 3.

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

Table with 3 columns: Name of Political Subdivision, Political Subdivision Code, Purpose of Levy. Values: City of Republic, 09-039-0005, Lights.

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s).

Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken

- Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.
Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Informational Summary Page

Table with 2 columns: Description, Value. Rows include Prior year tax rate ceiling (0.0634), Current year rate computed (0.0630), Amount of increase authorized by voters for current year, Rate to compare to maximum authorized levy (0.0630), Maximum authorized levy (0.1000), Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year (0.0630).

Informational Form A

Table with 2 columns: Description, Value. Rows include Percentage increase in adjusted valuation (1.9836%), Increase in Consumer Price Index (CPI) (1.4000%), Adjusted prior year assessed valuation (226,638,802), (2020) Tax rate ceiling from prior year (0.0634), Maximum prior year adjusted revenue (143,689), Permitted reassessment revenue growth (1.4000%), Additional reassessment revenue permitted (2,012), Total revenue permitted in current year (145,701), Adjusted current year assessed valuation (231,134,336), Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (0.0630).

Informational Form B

Table with 2 columns: Description, Value. Rows include Prior year tax rate ceiling to apply voter approved increase to, Voter approved increased tax rate to adjust.



County of **GREENE** State of Missouri

GREENE COUNTY COURTHOUSE
940 N BOONVILLE ROOM 113
SPRINGFIELD, MO 65802
(417) 868-4055

SHANE SCHOELLER
COUNTY CLERK

NOTICE OF 2021
AGGREGATE ASSESSED VALUATION
August 13, 2021

Per RSMo.137.245.3, I, Shane Schoeller, Greene County Clerk, do hereby certify that the following is the aggregate assessed valuation of the City of Republic in Greene County, Missouri, for the year 2021 as shown on the assessment lists on May 31, 2021 plus railroad and utility valuations as reported by the State Tax Commission.

1. Real Estate - Residential	\$	175,183,680
2. Real Estate - Agricultural		543,390
3. Real Estate - Commercial		61,880,760
4. Real Estate - Commercial/Local RRU		1,449,943
5. Real Estate - Commercial/State RRU		4,648,613
6. Personal Property		39,731,830
7. Personal Property - Local RRU		216,617
8. Personal Property - State RRU		856,519
Total	\$	284,511,352

Real Estate - New Construction Value \$ 5,722,920

Tax Increment Financing (TIF) District Value 0

Newly Added Territory \$ 10,084,920

Newly Separated Territory

Property Changed from Local to State - Real Estate

Property Changed from Local to State - Personal Property

This information is transmitted to you in compliance with R.S.Mo. § 67.110, which requires that notice be given and public hearings held before tax rates are set.

KAY BROWN

Item 3.



100 W. CHURCH ROOM 304 • OZARK, MO 65721
 Phone: 417-582-4340 • Fax: 417-581-8331
 kaybrown@christiancountymo.gov

AUG. 1, 2021

REPUBLIC CITY

The following valuations of your district are furnished for your information. These are your assessed valuations for the 2021 year; real estate by class, personal and Railroad and Utility as amended by the Board of Equalization which adjourned on the 31st day of July, 2021.

Real Estate County Valuations By Category:

Residential	3,349,450
Agricultural	350
Commercial	181,570

Real Estate County Total	3,531,370
--------------------------	-----------

Real Estate State & Local RR/Utility Valuations:

Local RR/Utility	0
State RR/Utility	0

Real Estate RR/Utility Total	0
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GRAND TOTAL REAL ESTATE PROPERTY	3,531,37
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Personal Property Valuations:

County Personal	582,050
Local RR/Utility	0
State RR/Utility	0

GRAND TOTAL PERSONAL PROPERTY	582,05
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GRAND TOTAL PROPERTY VALUATION	4,113,420
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The new construction real property amount included in the Real Estate Property total above is: 338,450

Sincerely,

A handwritten signature in cursive script that reads 'Kay Brown'.



AGENDA ITEM ANALYSIS

Project/Issue Name: 21-57 An Ordinance of the City Council of the City of Republic, Missouri, Vacating a General Utility Easement Located on Property Owned by MM Highway, LLC, Also Known As Heart of America Park, in the City of Republic, Missouri.

Submitted By: Laura Burbridge, City Clerk
Karen Haynes, BUILDS Assistant Administrator

Date: August 17, 2021

Issue Statement

To vacate a property previously approved by Council with a vote of 8 Aye to 0 Nay on January 17, 2017. This ordinance was never signed by the Mayor or City Clerk and cannot be recorded without valid signatures.

Discussion and/or Analysis

The public hearing was published in the Springfield News Leader on December 16, 2016 and held at Planning and Zoning on January 9th, 2017. The vacation was then voted on by a count of 7 Aye to 0 Nay at said meeting. This bill was originally presented as Bill No. 17-07 and passed by a vote of 8-0 on January 17, 2017.

The Heart of America Park development proposed to relocate existing water and sanitary sewer infrastructure to clear land area for the location of a proposed new building. The design for the relocation of the pertinent infrastructure has already been approved by the city's Public Works Department and work will begin shortly on the decommissioning of the lines being replaced.

Once those existing lines are properly decommissioned and abandoned, the City will no longer have need for the general utility easement that contained them and which presents an encumbrance to the use of the land to the property owner. By approving this Bill, the City will authorize the vacation of that general utility easement in order to remove that encumbrance and allow the building project to proceed.

Additionally, this ordinance will, in part, serve as a contract between the City and the developer to secure the construction of the new infrastructure that will replace what is being decommissioned.

The vacation will be conditioned upon certification by the Public Works Director that the new infrastructure is complete and functioning properly.

Recommended Action

Staff recommends approval.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC,
MISSOURI, VACATING A GENERAL UTILITY EASEMENT LOCATED ON
PROPERTY OWNED BY MM HIGHWAY, LLC, ALSO KNOWN AS HEART
OF AMERICA PARK, IN THE CITY OF REPUBLIC, MISSOURI**

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

WHEREAS, an application for the vacation of a general utility easement containing municipally owned and operated water and sanitary sewer infrastructure has been received by the Community Development Department; and

WHEREAS, a notice of the date and time of all public hearings relating to the application of vacation of the general utility easement was published in the Springfield News Leader, a newspaper of general circulation in the City of Republic, Missouri, on Friday, December 16, 2016, at least fifteen days prior to said hearings; and

WHEREAS, the Planning and Zoning Commission of the City of Republic, Missouri, held a public hearing concerning the application of vacation of the general utility easement on Monday, January 9, 2017, after which the Commission rendered findings of facts and voted by a count of 7 Aye and 0 Nay to recommend the approval of the vacation to the City Council of the City of Republic, Missouri; and

WHEREAS, the City Council of the City of Republic, Missouri, held a public hearing concerning the application of vacation of the general utility easement on Tuesday, January 17, 2017; and

WHEREAS, the City Council did approve the vacation of the general utility easement conditioned upon the Heart of Americas provide acceptable financial security in an amount sufficient to secure the minimum required public improvements to replace the infrastructure being relocated for Heart of America Park; and

WHEREAS, such terms and conditions of this ordinance and Ordinance No. 17-04, as well as the application to vacate easement as are needed to from the contract between the parties shall be incorporated into the financial security instrument as the "contract" and is to be held by the Department of Public Works securing said public improvements; and

WHEREAS, upon the completion of said public improvements, the infrastructure located within the general utility easement subject to this application to vacate will be rendered inactive and unnecessary and will be decommissioned within the vacated general utility easement; and

WHEREAS, the general utility easement being vacated will no longer contain publicly owned or operated facilities.

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

Section 1. That the general utility easement described herein is hereby vacated and all interests of the public appurtenant to that easement are hereby relinquished upon the certification of the Public Works Director of the satisfactory completion of the replacement of municipal water and sanitary sewer infrastructure for Heart of America Park. (See attached Exhibit A incorporated herein for the description.)

Section 2. That upon the certification of the Public Works Director of the completion of said work, the City Clerk of the City of Republic, Missouri, is directed to record a certified copy of this ordinance with the Greene County Recorder ' s office.

Section 3. The City Council hereby finds and declares this ordinance constitutes an emergency for the reason that it necessarily relates to approval of Ordinance No. 17-04 and the terms thereof, therefore, this ordinance shall be in full force and effect from its date of passage.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

DocuSigned by:
Damon Phillips
11F90D87116B4F4...

Approved as to Form: _____, 8/11/2021, Damon Phillips, City Attorney

Final Passage and Vote: _____

EXHIBIT A

A PERPETUAL GENERAL UTILITY EASEMENT, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 29 NORTH, RANGE 23 WEST, CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 02°19'46" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 1608.55 FEET; THENCE NORTH 88°00'32" WEST, 1,207.79 FEET; THENCE SOUTH 01°52'58" WEST, 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 °52'58" WEST, 447.40 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A DELTA OF 89°28'28", AN ARC LENGTH OF 39.04 FEET, AND A CHORD WHICH BEARS SOUTH 42°51'16" EAST HAVING A CHORD DISTANCE OF 35.19 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87°35'30" EAST, 13.86 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 335.00 FEET, A DELTA OF 30°09'59" AN ARC LENGTH OF 176.38 FEET, AND A CHORD WHICH BEARS SOUTH 72°30'31" EAST HAVING A CHORD DISTANCE OF 174.35 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 265.00 FEET, A DELTA OF 30°11'54", AN ARC LENGTH OF 139,67 FEET, AND A CHORD WHICH BEARS SOUTH 72°31'29" EAST HAVING A CHORD DISTANCE OF 13 8.06 FEET TO A POINT ON A LINE; THENCE SOUTH 02°22'34" WEST, 70.00 FEET TO A POINT ON A CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 335.00 FEET, A DELTA OF 30°11 '54", AN ARC LENGTH OF 176.57 FEET, AND A CHORD WHICH BEARS NORTH 72°31'29" WEST HAVING A CHORD DISTANCE OF 174.53 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 265.00 FEET, A DELTA OF 30°09'59", AN ARC LENGTH OF 139.52 FEET, AND A CHORD WHICH BEARS NORTH 72°30'31" WEST HAVING A CHORD DISTANCE OF 137.92 FEET TO A POINT OF TANGENCY; THENCE NORTH 87°35'30" WEST, 835.83 FEET; THENCE NORTH 02°24'30" EAST, 70.00 FEET; THENCE SOUTH 87°35'30" EAST, 701.96 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A DELTA OF 90°31'32", AN ARC LENGTH OF 39.50 FEET, AND A CHORD WHICH BEARS NORTH 47°08'44" EAST HAVING A CHORD DISTANCE OF 35.52 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°52'58" EAST, 446.50 FEET; THENCE SOUTH 87°57'16" EAST, 70.00 FEET TO THE POINT OF BEGINNING, AND Containing 2.6156 ACRES OF LAND, MORE OR LESS.



AGENDA ITEM ANALYSIS

Project/Issue Name: 21-58 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Final Plat of Olde Savannah Phase Two Subdivision.

Submitted By: Karen Haynes, Planning Manager, BUILDS Department

Date: August 24, 2021

Issue Statement

The City of Republic's BUILDS Department received a Final Plat Application for Olde Savannah Phase Two Subdivision on August 02, 2021.

Discussion and/or Analysis

The Final Plat of Olde Savannah Phase Two will legally divide approximately four point six-five (4.65) acres of land into nineteen (19) residential lots and includes the dedication of Right-of-Way, Utility, and Stormwater Easements. The Final Plat includes approximately (1050) linear feet of street and (990) linear feet of sidewalk.

The Final Plat of Olde Savannah Phase Two conforms to the Preliminary Plat approved by City Council on May 19, 2020.

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 of the Olde Savannah Phase Two Final Plat.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, APPROVING THE FINAL PLAT OF THE OLDE SAVANNAH PHASE 2 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 Olde Savannah subdivision (herein called "Subdivision") was approved by the Council on May 19, 2020, in Resolution 20-R-11; and

WHEREAS, an application for the review and approval of a final plat of the Subdivision was received by the BUILDS Department, after which the BUILDS 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 BUILDS 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.

BILL NO. 21-58

ORDINANCE NO. 21-

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri
this _____ day of _____ 2021.

Matt Russell, Mayor

ATTEST:

Laura Burbridge, City Clerk

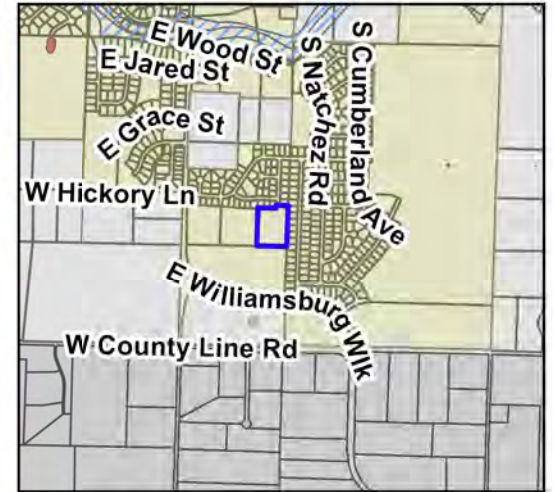
Approved as to Form: /s/ Michael Tighe for Damon Phillips, City Attorney

Final Passage and Vote:

SUBD-FNL 21-007: Olde Savannah Phase 2

Item 5.

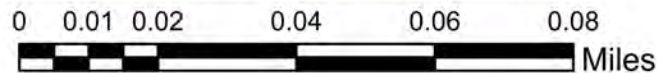
Vicinity Map



Legend

- Parcels
- Olde Savannah Ph. 2
- Sinkhole
- Floodplain

Parcel Owner: Olde Savannah, LLC
Parcel Address: 6300 Block of South Farm Road 89
Area: 4.65 Acres
Zoning: High Density Single Family Residential (R1-H)
Number of Lots: 19



FINAL PLAT OF OLDE SAVANNAH PHASE 2 A SUBDIVISION IN REPUBLIC, GREENE COUNTY, MISSOURI NW 1/4 OF THE SW 1/4 SECTION 28, TOWNSHIP 28 NORTH, RANGE 23 WEST

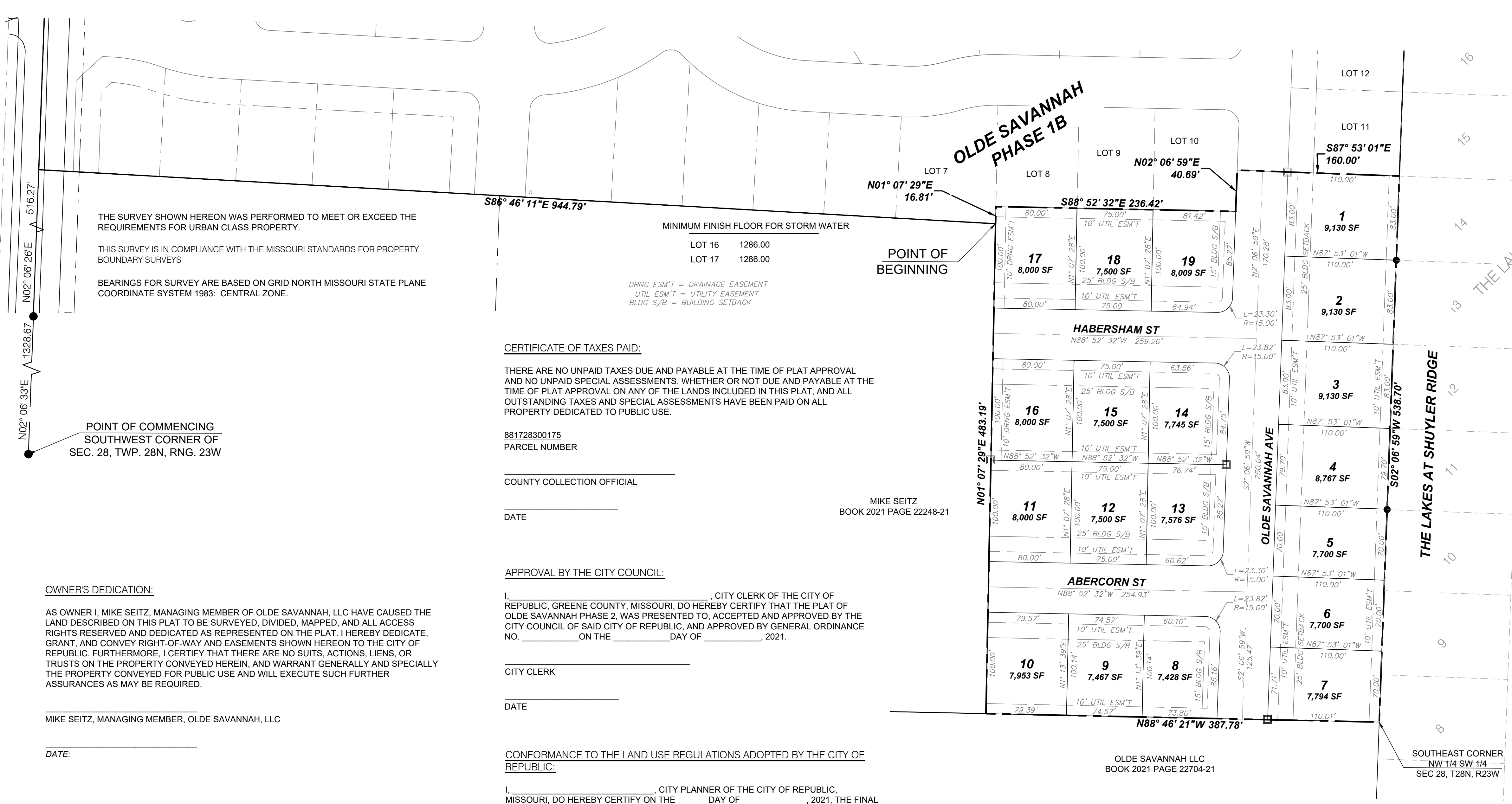
LEGEND

- EXISTING IRON PIN
- 5/8" IRON PIN
(SEMI PERMANENT 5/8"x18" REBAR PLASTIC CAPPED "LC-2007008003")
(SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED)
- PERMANENT MONUMENT SET, 5/8"x24" REBAR WITH
1 AND 3/4 INCH PLASTIC CAP STAMPED "LC 2007008003"
- M MEASURED
- P PLATTED
- D DEEDED

OWNER/DEVELOPER

OLDE SAVANNAH LLC
3800 S FREMONT AVE
SPRINGFIELD MO 65804

SPACE RESERVED FOR GREENE COUNTY RECORDER



THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE REQUIREMENTS FOR URBAN CLASS PROPERTY.

THIS SURVEY IS IN COMPLIANCE WITH THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS

BEARINGS FOR SURVEY ARE BASED ON GRID NORTH MISSOURI STATE PLANE COORDINATE SYSTEM 1983: CENTRAL ZONE.

MINIMUM FINISH FLOOR FOR STORM WATER

LOT 16	1286.00
LOT 17	1286.00

DRING ESM'T = DRAINAGE EASEMENT
UTIL ESM'T = UTILITY EASEMENT
BLDG S/B = BUILDING SETBACK

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.

881728300175
PARCEL NUMBER

COUNTY COLLECTION OFFICIAL

DATE

MIKE SEITZ
BOOK 2021 PAGE 22248-21

APPROVAL BY THE CITY COUNCIL:

I, _____, CITY CLERK OF THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF OLDE SAVANNAH PHASE 2, 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 _____, 2021.

CITY CLERK

DATE

CONFORMANCE TO THE LAND USE REGULATIONS ADOPTED BY THE CITY OF REPUBLIC:

I, _____, CITY PLANNER OF THE CITY OF REPUBLIC, MISSOURI, DO HEREBY CERTIFY ON THE _____ DAY OF _____, 2021, THE FINAL PLAT OF OLDE SAVANNAH PHASE 2, CONFORMS TO THE CITY OF REPUBLIC LAND USE REGULATIONS, IN ACCORDANCE WITH TITLE IV OF THE REPUBLIC CODE OF ORDINANCES.

CITY PLANNER

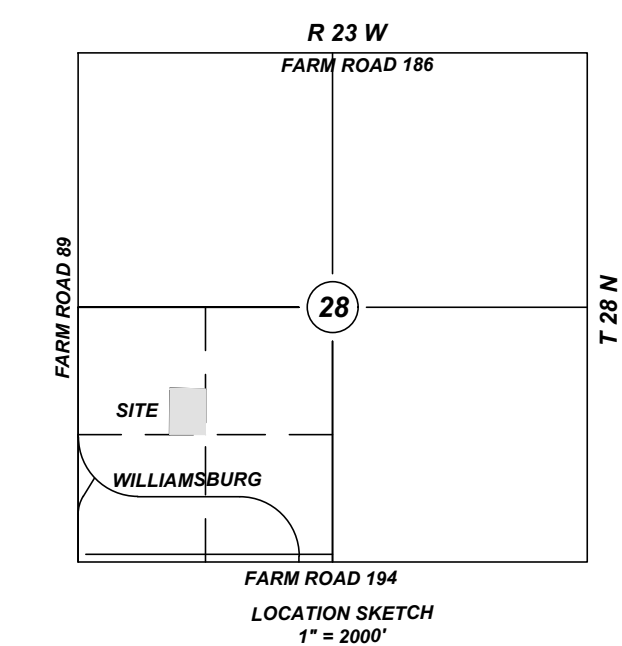
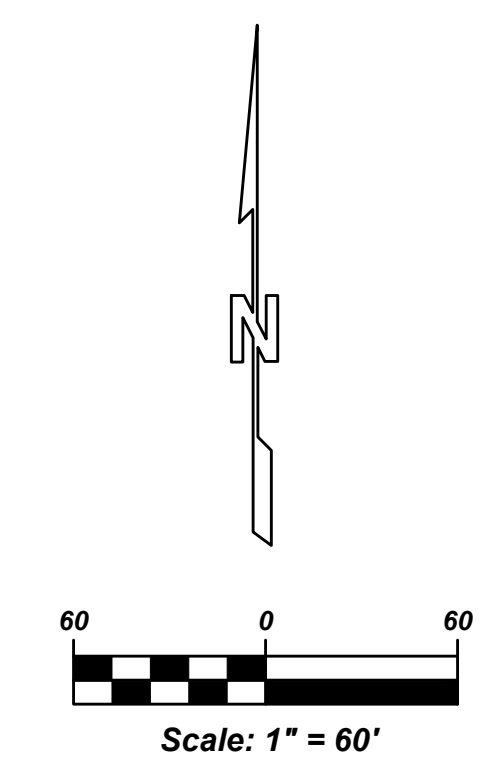
SURVEYOR'S DECLARATION:

THAT I, JAMES A. VAUGHAN DO HEREBY DECLARE THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED PREPARED BY CJW DATED APRIL 20, 2020 AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH CURRENT MISSOURI STANDARDS FOR BOUNDARY SURVEYS AS PROMULGATED BY THE MISSOURI DEPARTMENT OF AGRICULTURE.

DATE PREPARED: AUGUST 02, 2021

SIGNATURE: _____ MO PLS NO. 002555

DATE: _____



GRID NORTH MISSOURI STATE PLANE
COORDINATE SYSTEM 1983: CENTRAL ZONE
MISSOURI GEOGRAPHIC REFERENCE SYSTEM
STATION: GR-87A
N: 466761.79 (142289.279 METERS)
E: 1352304.24 (412183.157 METERS)

GENERAL NOTES:

- TOTAL AREA: 202,482 SQ. FT. = 4.65 ACRES (INCLUDES RIGHT-OF-WAY TO BE DEDICATED)
- TOTAL NUMBER OF LOTS: 19
- SMALLEST LOT: LOT 8 (7,428 SQ. FT.)
- LARGEST LOT: LOTS 1, 2 & 3 (9,130 SQ. FT.)
- DATE PRELIMINARY PLAT APPROVED: MAY 19, 2020
- CURRENT ZONING: R1-H HIGH DENSITY SINGLE FAMILY
- SOURCE OF TITLE: BOOK 2020 PAGE 17080-20
- BUILDING SETBACKS -
FRONT YARD - 25'
REAR YARD - 25'
SIDE YARD - 6'
SIDE YARD W/ STREET FRONTAGE - 15'
- ACCORDING TO FEMA COMMUNITY-PANEL NUMBER 29077C0427E, DATED DECEMBER 17, 2010 THE PROPERTY SHOWN HEREON LIES WITHIN A DESIGNATED FLOOD ZONE X. (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN)
- THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE REQUIREMENTS FOR URBAN CLASS PROPERTY
- ALL STREET RIGHT OF WAY WILL BE 50 FEET
- SIDEWALK WILL BE ON THE EAST SIDE OF OLDE SAVANNAH AVE, THE NORTH SIDE OF HABERSHAM ST, AND THE NORTH SIDE OF ABERCORN ST
- ALL COMMON AREAS & DRAINAGE AND DETENTION AREAS MUST BE OWNED AND MAINTAINED BY A HOMEOWNER'S ASSOCIATION.

PROPERTY DESCRIPTION

A TRACT OF LAND BEING A PART OF THE NORTH-WEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 28 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 02°06'33" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1328.67 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 02°06'28" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 516.27 FEET; THENCE SOUTH 86°46'11" EAST, A DISTANCE OF 944.79 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°07'29" EAST, A DISTANCE OF 16.81 FEET; THENCE SOUTH 88°52'32" EAST, A DISTANCE OF 236.42 FEET; THENCE NORTH 02°06'59" EAST, A DISTANCE OF 40.69 FEET; THENCE SOUTH 87°53'01" EAST, A DISTANCE OF 160.00 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 02°06'59" WEST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALSO BEING THE WEST LINE OF THE LAKES AT SHUYLER RIDGE, A SUBDIVISION RECORDED IN PLAT BOOK 22 AT PAGE 279 GREENE COUNTY RECORDER'S OFFICE, A DISTANCE OF 538.70 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 88°46'21" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 387.78 FEET; THENCE NORTH 01°07'29" EAST, A DISTANCE OF 483.19 FEET TO THE POINT OF BEGINNING, CONTAINING 202,482 SQUARE FEET OR 4.65 ACRES.

OWNERS DEDICATION:

AS OWNER I, MIKE SEITZ, MANAGING MEMBER OF OLDE SAVANNAH, 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. I HEREBY DEDICATE, GRANT, AND CONVEY RIGHT-OF-WAY AND EASEMENTS SHOWN HEREON TO THE CITY OF REPUBLIC. FURTHERMORE, I CERTIFY THAT THERE ARE NO SUITS, ACTIONS, LIENS, OR TRUSTS ON THE PROPERTY CONVEYED HEREIN, AND WARRANT GENERALLY AND SPECIALLY THE PROPERTY CONVEYED FOR PUBLIC USE AND WILL EXECUTE SUCH FURTHER ASSURANCES AS MAY BE REQUIRED.

MIKE SEITZ, MANAGING MEMBER, OLDE SAVANNAH, LLC

DATE:

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY

STATE OF MISSOURI)
) SS
COUNTY OF GREENE)

ON THIS _____ DAY OF _____, 2021, BEFORE ME PERSONALLY APPEARED MIKE SEITZ, TO ME KNOWN, WHO, DULY SWORN, DID SAY THAT HE IS THE MANAGING MEMBER OF OLDE SAVANNAH, LLC, LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI AND THAT HE EXECUTED THE FOREGOING INSTRUMENT IN THE NAME OF THE ENTITY, AND THAT HE HAD THE AUTHORITY TO SIGN THE SAME AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF THE SAID LIMITED LIABILITY COMPANY. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN MY OFFICE IN _____ COUNTY, MISSOURI.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

No.:	Revision:	Date:
FINAL PLAT OF OLDE SAVANNAH SUBDIVISION PHASE 2		
SW1/4 SEC. 28, TWP. 28N, RNG. 23W CITY OF REPUBLIC, GREENE CO., MISSOURI		
	Prepared by: CJW Transportation Consultants, L.L.C. 5051 S. National Suite 7A Springfield, MO 65810 Tel: 417.889.3400 Fax: 417.889.3402 www.GoCJW.com	
	SURVEY BY CJW DATE 08-02-2021 DWG FINAL PLAT	DESIGN CJW DRAWN CJW CHECKED CJW



AGENDA ITEM ANALYSIS

Project/Issue Name: 21-R-36 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the Execution of a Second Amendment with USCOG of Greater Missouri, LLC, to Modify the Terms of an Existing Tower and Ground Space Lease.

Submitted By: Garrett Brickner, Engineering Manager

Date: August 24,2021

Issue Statement

To approve the second amendment to Option Tower and Ground Space Lease with US Cellular

Discussion and/or Analysis

In 2007, the city approved an agreement with US Cellular allowing them to lease space on the Hines St. water tower and adjacent site in order to place cellular antennas and all required equipment for operation. This lease automatically renews on 5-year terms unless the City chooses to opt out of it.

This second amendment is to allow the modification of the antenna's for 5G wireless compatibility. the modifications will not require new holes in the water tower itself. The new proposed antenna layout is attached.

Recommended Action

Staff recommends approval of the amendment

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT WITH USCOC OF GREATER MISSOURI, LLC, TO MODIFY THE TERMS OF AN EXISTING TOWER AND GROUND SPACE LEASE

WHEREAS, the City of Republic, Missouri, is a municipal corporation, duly organized and existing under the laws of the State of Missouri; and

WHEREAS, the City entered into an agreement for leasing tower and ground space to USCOC of Greater Missouri, LLC, on 10 October 2007 and the City Council now desires to modify the terms of Contract #2007-1041;

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

Section 1. That City Administrator David Cameron is authorized to execute a Second Amendment with USCOC of Greater Missouri, LLC, substantially conforming to that document attached and incorporated herein, modifying the terms of a Tower and Ground Space Lease.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this 24th day of August 2021.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form: /s/ Michael Tighe for Damon Phillips, City Attorney

Final Passage and Vote: _____

SECOND AMENDMENT TO OPTION TOWER AND GROUND SPACE LEASE

This Second Amendment, made the _____ day of _____ 2021, modifies that certain Option Tower and Ground Space Lease dated October 10, 2007, as amended by First Amendment To Option Tower and Ground Space Lease dated July 29, 2014 (collectively the "Lease"), by and between City of Republic, a municipal corporation, having an address at 221 North Main Street, Republic, Missouri 65738, hereinafter referred to as "Landlord," and USCOC of Greater Missouri, LLC, a Delaware limited liability company, with an address of Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as "Tenant."

WHEREAS, pursuant to the Lease, Landlord has leased to Tenant certain space on Landlord's water tower for Tenant's cellular common carrier mobile radio station operations (the "Premises") located at 686 E. Hines Street, City of Republic, Greene County, State of Missouri; and,

WHEREAS, the Parties wish to document Tenant's intended upgrades and amend the Lease to allow for said upgrades at the Premises.

NOW THEREFORE, in consideration of the terms of this Second Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

- I. Landlord hereby approved Tenant's alteration and upgrades specified in Exhibit B-2 attached hereto.
- II. Lease Exhibit B-1 is hereby deleted in its entirety and replaced with Amendment Exhibit B-2 to provide for an accurate description of Tenant's antennas and related equipment and their location on the water tower.
- III. In all other respects the Lease is hereby ratified and affirmed without change.

[END OF AMENDMENT - SIGNATURE PAGE FOLLOWS]

Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this Second Amendment as of the date of full execution.

Landlord: City of Republic

Tenant: USCOC of Greater Missouri, LLC

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: Vice President

Date: _____

Date: _____

[NOTARY PAGE TO FOLLOW]

STATE OF MISSOURI)
)
COUNTY OF GREENE)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, _____ known to me to be the same person whose name is subscribed to the foregoing Second Amendment To Option Tower and Ground Space Lease, appeared before me this day in person and acknowledged that she signed the said Second Amendment as his free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2021.

Notary Public

My commission expires _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____ known to me to be the same person whose name is subscribed to the foregoing Second Amendment To Option Tower and Ground Space Lease appeared before me this day in person and acknowledged that, pursuant to his/her authority, he/she signed the said Second Amendment as his/her free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2021.

Notary Public

My commission expires _____

EXHIBIT B-2

SITE: Republic

SITE #: 457419

LESSEE NAME: USCOC of Greater Missouri, LLC

TEL #: 918-687-1174

ANTENNA INFORMATION

FCC Call Letters: WQAY464

Type of Modulation or Other Emissions: CDMA, LTE

Type of Antenna: Panel

Make: Antel, Dengyo

How Many Antennas: 9

Mounting Height: 171 feet AGL

Six (6) Antel model BSA 185065/10CF antennas at azimuths 50, 50, 150, 150, 240, 240.

Weight: 9.1 lbs each

Height: 60.2 inches

Operating Frequency: 1850 - 1944 MHz

Transmit and Receive: Yes

Three (3) Dengyo OCT8-2LX2HX-BW65 antennas at azimuths 50, 50, 150, 150, 240, 240.

Weight: 88.2 lbs each

Height: 95.9 inches

Operating Frequency: 617 – 894 / 1695 - 2400 MHz

Transmit and Receive: Yes

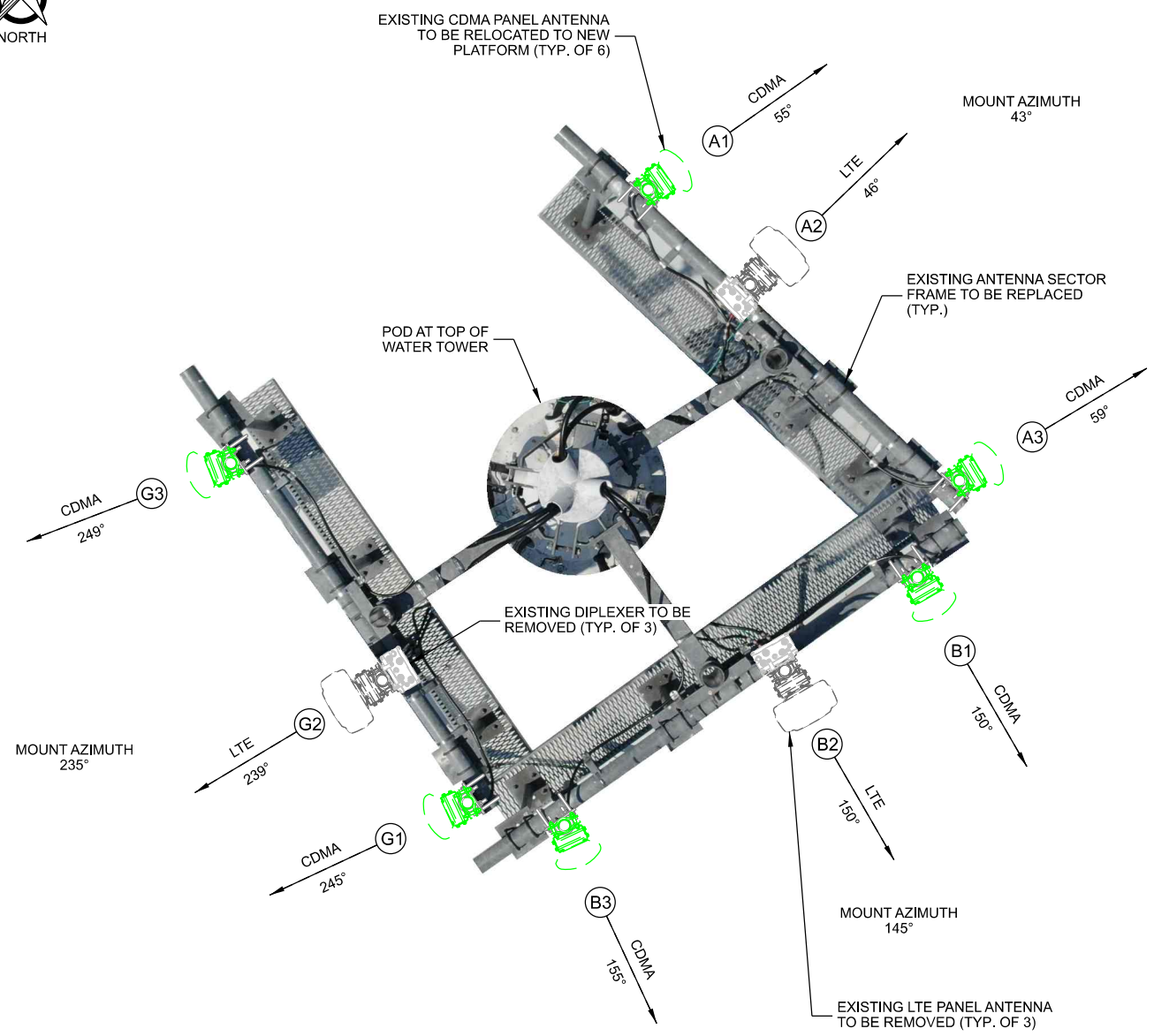
Transmission Line Mfg. & Type No:

Six (6) runs of 5/8" coax

One (1) 1-1/4" hybrid



NORTH



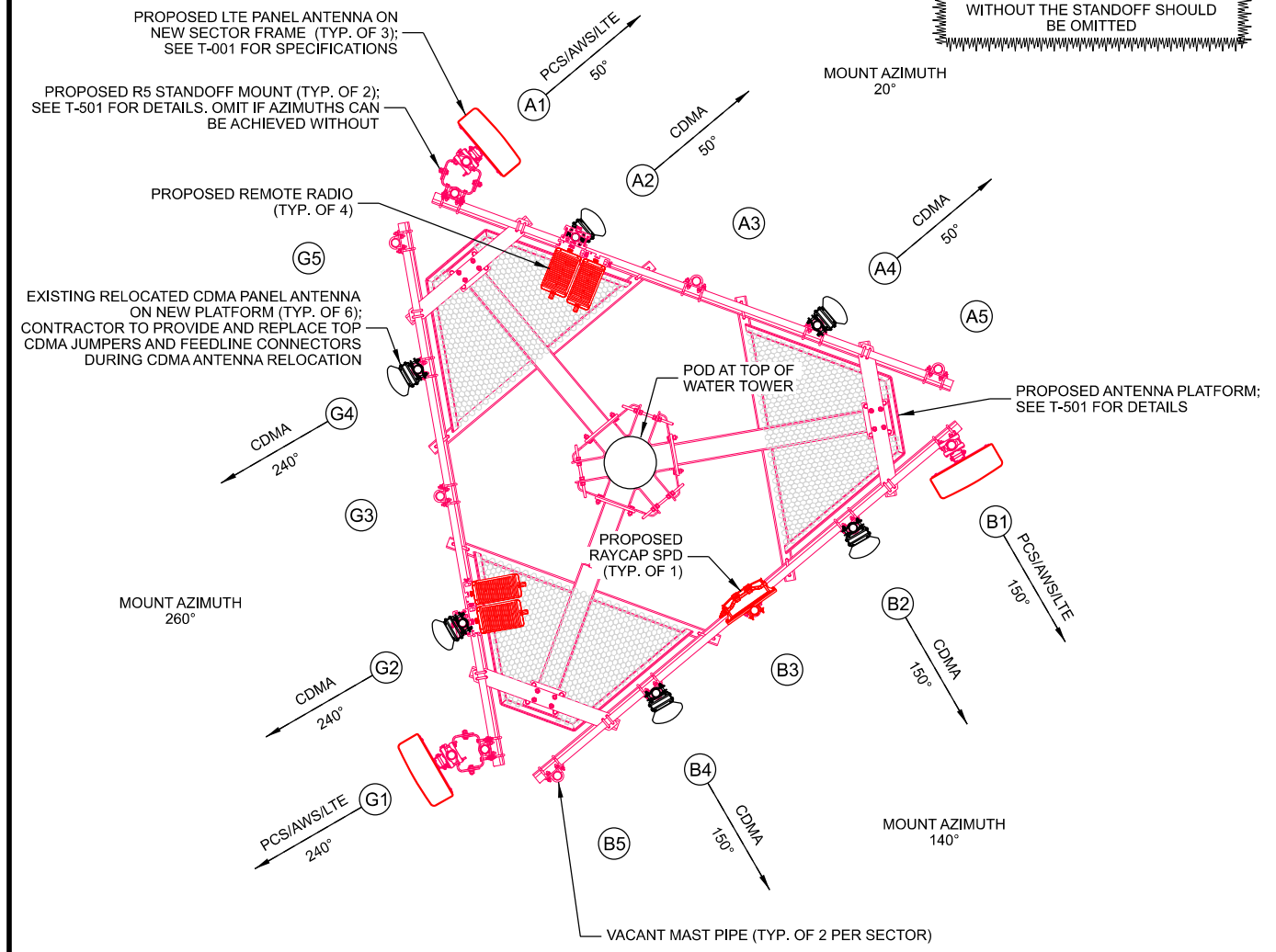
	Antenna Position	Technology	Antenna Model	Antenna Quantity	RAD Center	Azimuth	Surge Protector Qty.	Radio Model	Radio Qty.	Diplxer Qty.	Bias-T Qty.	Cable Type	Cable Qty.
ALPHA	A1	CDMA	Antel BSA 185065/10CF E-DIN	1	171.0'	55°	-	-	-	-	-	7/8" Coax	1
	A2	LTE	Kathrein 800 10692V01	1	172.0'	46°	-	-	-	1	-	1-5/8" Coax	2
	A3	CDMA	Antel BSA 185065/10CF E-DIN	1	171.0'	59°	-	-	-	-	-	7/8" Coax	1
BETA	B1	CDMA	Antel BSA 185065/10CF E-DIN	1	171.0'	150°	-	-	-	-	-	7/8" Coax	1
	B2	LTE	Kathrein 800 10692V01	1	172.0'	150°	-	-	-	1	-	1-5/8" Coax	2
	B3	CDMA	Antel BSA 185065/10CF E-DIN	1	171.0'	155°	-	-	-	-	-	7/8" Coax	1
GAMMA	G1	CDMA	Antel BSA 185065/10CF E-DIN	1	171.0'	245°	-	-	-	-	-	7/8" Coax	1
	G2	LTE	Kathrein 800 10692V01	1	172.0'	239°	-	-	-	1	-	1-5/8" Coax	2
	G3	CDMA	Antel BSA 185065/10CF E-DIN	1	171.0'	249°	-	-	-	-	-	7/8" Coax	1
Total:				9			0		0	3	0		12

NOTE:
1. ALL ANTENNA AZIMUTHS TO BE FROM TRUE NORTH.

A **EXISTING ANTENNA LAYOUT**
SCALE: NTS



NORTH



ANTENNA STANDOFF NOTE:
PROPOSED R5 UNIVERSAL PIPE MOUNT TO BE INSTALLED IF IT IS NECESSARY TO ACHIEVE AZIMUTH. IF AZIMUTH CAN BE ACHIEVED WITHOUT THE STANDOFF SHOULD BE OMITTED

	Antenna Position	Technology	Antenna Model	Antenna Quantity	RAD Center	Azimuth	All L.B. Elect. Tilt	All M.B. Elect. Tilt	Mech. Tilt	Surge Protector Qty.	B71/B12 Radio	Radio Qty.	B2/B66 Radio	Radio Qty.	B5 Radio	Radio Qty.	Cable Type	Cable Qty.
ALPHA	A1	PCS/AWS/LTE	Dengyo OCT8-2LX2HX-BW65	1	171.0'	50°	3°	3°	0°	1	AHLOA	1	AHFIB	1	-	-	1-1/4" Hybrid	1
	A2	CDMA	Antel BSA 185065/10CF E-DIN	1	171.0'	50°	-	-	0°	-	-	-	-	-	-	-	7/8" Coax	1
	A3	-	-	-	-	-	-	-	0°	-	-	-	-	-	-	-	-	-
	A4	CDMA	Antel BSA 185065/10CF E-DIN	1	171.0'	50°	-	-	0°	-	-	-	-	-	-	-	7/8" Coax	1
	A5	-	-	-	-	-	-	-	0°	-	-	-	-	-	-	-	-	-
BETA	B1	PCS/AWS/LTE	Dengyo OCT8-2LX2HX-BW65	1	171.0'	150°	3°	3°	0°	Shared	Shared	-	Shared	-	-	-	Shared	-
	B2	CDMA	Antel BSA 185065/10CF E-DIN	1	171.0'	150°	-	-	0°	-	-	-	-	-	-	-	7/8" Coax	1
	B3	-	-	-	-	-	-	-	0°	-	-	-	-	-	-	-	-	-
	B4	CDMA	Antel BSA 185065/10CF E-DIN	1	171.0'	150°	-	-	0°	-	-	-	-	-	-	-	7/8" Coax	1
	B5	-	-	-	-	-	-	-	0°	-	-	-	-	-	-	-	-	-
GAMMA	G1	PCS/AWS/LTE	Dengyo OCT8-2LX2HX-BW65	1	171.0'	240°	3°	3°	0°	Shared	AHLOA	1	AHFIB	1	-	-	Shared	-
	G2	CDMA	Antel BSA 185065/10CF E-DIN	1	171.0'	240°	-	-	0°	-	-	-	-	-	-	-	7/8" Coax	1
	G3	-	-	-	-	-	-	-	0°	-	-	-	-	-	-	-	-	-
	G4	CDMA	Antel BSA 185065/10CF E-DIN	1	171.0'	240°	-	-	0°	-	-	-	-	-	-	-	7/8" Coax	1
	G5	-	-	-	-	-	-	-	0°	-	-	-	-	-	-	-	-	-
Total:				9						1		2		2	0			7

Note: All low band and mid band RETs on each antenna need to be set to respective value identified in the table for each sector. *X2020 (No B5)

Black Text = Existing Red Text = Proposed

NOTES:
1. ALL ANTENNA AZIMUTHS TO BE FROM TRUE NORTH.
2. CONTRACTOR MAY NEED ADDITIONAL 9'-0" LONG MAST PIPES FOR TEMPORARY RELOCATION OF LTE ANTENNAS.
3. ANTENNA SEPARATION AS FOLLOWS (CENTER OF ANTENNA TO CENTER OF ANTENNA):
LTE TO CDMA: 2'-0" MIN. LTE TO LTE: 4'-0" MIN. CDMA TO CDMA: 4'-0" MIN.

B **PROPOSED ANTENNA LAYOUT**
SCALE: 11" x 17" - 1/4" = 1'-0"
22" x 34" - 1/2" = 1'-0"

CONSULTANT:
Edge
Consulting Engineers, Inc.
624 WATER STREET
PRAIRIE DU SAC, WI 53578
608.644.1449 VOICE
608.644.1549 FAX
www.edgeconsult.com

CLIENT:
uscellular
U.S. CELLULAR
8410 W. BRYN MAWR AVE.
SUITE 700
CHICAGO, IL 60631

**ANTENNA CONFIGURATION
REPUBLIC (457419)
REPUBLIC, MISSOURI**

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
TAS	12/15/20	REV. A
TAS	12/21/20	REV. B
CV	04/09/21	REV. C (ANT. LAYOUT)
CV	07/20/21	REV. 0

CHECKED BY:	PCM
PLOT DATE:	7/20/2021
PROJECT NUMBER:	26031
SET TYPE:	FINAL
SHEET NUMBER:	T-30 50

I:\26031\26031\Design\CAD\CD\Plan\T-301.dgn

Site Name: Republic

Site Number: 457419

**OPTION TOWER AND GROUND
SPACE LEASE**

2007-1041

This Option Tower and Ground Space Lease (the "Lease") is made and entered into the 10th day of October, 2007, by and between City of Republic, a municipal corporation, whose address is 221 North Main Street, Republic, Missouri 65738, hereinafter referred to as "Landlord", and USCOC of Greater Missouri, LLC, a Delaware limited liability company, Attn.: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631, hereinafter referred to as "Tenant".

WHEREAS, Landlord owns a water tower which functions as a communications platform (the "Tower") located on a parcel of land (the "Site"), at a Latitude of 37 07 32 and Longitude 93 28 2.8 (NAD 83), in the City of Republic, in Greene County, State of Missouri, as such Site is legally described on Exhibit A attached hereto and made a part hereof.

WHEREAS, Tenant desires to occupy, and Landlord is willing to provide, attachment locations upon the Tower and Ground Space (as hereinafter defined) at the Site for Tenant's cellular common carrier mobile radio base station operations, including related telecommunications functions.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Option to Lease. (a) Landlord hereby grants to Tenant an option (the "Option") to lease from Landlord the following described premises (the "Premises") together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Site:
 - (i) Attachment locations upon the Tower for the placement and affixing of cellular antennas, at the heights and orientations shown on Exhibit B attached hereto;
 - (ii) Intentionally Blank
 - (iii) A parcel of ground space adjacent to the base of the Tower, as shown on Exhibit B attached hereto (the "Ground Space"), for the placement of a radio station equipment shelter measuring approximately 10 feet by 12 feet ("Tenant's Building") upon a poured concrete foundation.
- (b) During the Initial Option Term and any extension thereof, and during the Term (as hereinafter defined) of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Site to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Site (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental

Site Name: Republic

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Approvals”), and otherwise to do those things on or off the Site that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Site, the environmental history of the Site, Landlord’s title to the Site, and the feasibility or suitability of the Site for Tenant’s permitted use, all at Tenant’s expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Site, whether or not such defect or condition is disclosed by Tenant’s inspection.

(c) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of \$800.00 upon execution of this Lease. The Option will be for an initial term of eighteen months commencing as of the date of this Lease (the “Initial Option Term”) and may be renewed by Tenant for an additional six months upon written notification to Landlord and the payment of an additional \$800.00 no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Site to the Tenant subject to the terms and conditions of this Lease.

2. Easements. Landlord hereby confers upon Tenant the following described nonexclusive easement appurtenant to the Premises, which shall be for the duration hereof:

(a) the right to place and affix such lines, conduits, connections, devices, and equipment for the transmission, reception, encryption and translation of voice and data signals by means of radio frequency energy and landline carriage, including lines for signal carriage between the Ground Space and the Tower Space (all such items, along with the items attached on Exhibit B hereto, are collectively referred to herein as the “Equipment”), as Tenant, in its sole discretion, deems necessary or desirable for the conduct of Tenant’s business, subject to Landlord’s prior consent to any significant changes which Tenant may from time to time propose to make to said Equipment, which consent shall not unreasonably be withheld or delayed;

(b) the right to extend and connect utility lines between Tenant’s Building and suitable utility company service connection points;

(c) the right to travel between the Premises and the public road over the Site and other routes which Landlord is entitled to use; and

(d) the right to traverse other portions of the Site as is reasonably necessary to access, repair and maintain the Premises or otherwise to accomplish Tenant’s purposes as contemplated herein.

3. Use of Premises. Tenant shall be entitled to use the Premises to install, operate, and maintain thereon a cellular common carrier mobile radio base station, including system networking, station control, and performance monitoring functions, but for no other use or purpose. Tenant’s use of the Premises shall at all times comply with and conform to all laws and regulations applicable thereto. Tenant’s authority to enter

Site Name: Republic

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upon Property owned by the Landlord and to install equipment shall be conditioned upon the work being done in accordance with plans and specifications conforming to all City Codes and only after approval of the plans by the Director of Public Works. All work done hereunder by the Tenant shall be subject to the inspection and approval of the Director of Public Works or his authorized representative. The Director of Public Works reserves the right to place certain restrictions on the time and manner of work so as not to unreasonably interfere with the intended use of the City Property or so as not to create a danger to public safety. The Tenant shall not, without first obtaining the express written consent of the Landlord, take any action that affects the material or structural integrity of the Landlord's Tower or diminishes the Landlord's ability to secure the premises.

4. Initial Term. The initial term (the "Term") of this Lease shall commence on the Commencement Date (as defined below). The Term will terminate on the last day of the month in which the fifth annual anniversary of the Commencement Date occurred, unless extended or terminated.

5. Option to Renew. The Term of this Lease shall automatically extend for up to five (5) additional terms of five (5) years each, upon a continuation of all the same provisions hereof, unless Tenant gives the Landlord written notice of Tenants intention to terminate the Lease at least sixty (60) days before the expiration of the Term or applicable renewal term.

6. Option to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving Landlord written notice of such termination, and by paying to Landlord the equivalent of one (1) months rent then in effect at the time of termination, in which event this Lease shall be null and void on the date of such notice and payment. If in the Landlord's sole determination, the use of City Property by the Tenant is interfering with the intended use of the location or is causing interference as defined in Paragraph 19 herein or if the use by the Tenant becomes a health or safety hazard, or if the City Property no longer serves the needs of the city and must be modified or removed, the Landlord may terminate this Lease upon thirty (30) days written notice unless an immediate termination is necessary for the public health or safety. In the event of any violation of the terms of this agreement by Tenant, or any Contractor acting on its behalf, Landlord may issue a stop work order and bar entry onto City Property by Tenant or its Contractor. Nothing contained in this paragraph shall prevent the Landlord from terminating the Lease for a breach of the terms of this agreement.

7. Base Rent. Tenant shall pay Base Rent to Landlord in the amount of One Thousand Five Hundred Dollars (\$1500.00) per month, the first payment of which shall be due when construction begins (the "Commencement Date") and then regularly thereafter on the first day of each calendar month. Landlord shall specify by written notice to Tenant, the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Base Rent on behalf of the Landlord.

Site Name: Republic

Site Number: 457419

8. Adjusted Rent. Base Rent shall be increased upward by ten percent (10%) each five (5) year renewal term.

9. Tenant's Personal Property. Landlord acknowledges and agrees that all of Tenant's Equipment and other personal property of Tenant kept or stored on the Premises by Tenant constitute personal property, not real property, and shall continue to be the personal and exclusive property of Tenant, and neither Landlord nor any person claiming by, through or under Landlord shall have any right, title or interest (including without limitation, a security interest) in Tenant's Equipment. Tenant, and Tenant's successors in interest, shall have the right to remove Tenant's Equipment at any time during the Term of this Lease or its earlier termination. With respect to the holder of any mortgage, deed of trust or other lien affecting Landlord's interest in the Premises, whether existing as of the date hereof or arising hereafter, Landlord and Tenant hereby agree, acknowledge and declare that Tenant's Equipment is now and shall at all times hereafter remain the personal and exclusive property of Tenant. The parties further acknowledge and agree that Landlord shall have no right or authority to grant a lien upon or security interest in any of Tenant's Equipment.

10. Tower Maintenance. Landlord represents that it has the right and responsibility to repair and maintain the Tower. If the Tower is damaged for any reason, other than by reason of the negligence of Tenant or its agents, so as to render it substantially unusable for Tenant's intended use, Base Rent shall abate until Landlord, at Landlord's expense, restores the Tower to its condition prior to such damage; provided, however, in the event Landlord fails to repair the Tower within seven (7) days following the date of such damage, Tenant shall have the right to terminate this Lease by giving Landlord written notice thereof, as long as Tenant has not resumed operations upon the Premises. If the Tower is damaged by reason of the negligence of Tenant or its agents, then Landlord shall deliver written notice to Tenant of such damage. Tenant shall thereafter repair the Tower at Tenant's cost and if such repair is not made by Tenant within thirty (30) days following the date of such damage, Landlord shall have the right to terminate this Lease by giving Tenant written notice thereof.

11. Aviation Hazard Marking. Landlord agrees to be solely responsible for full compliance, at all times, with the Tower marking, lighting, maintenance, inspection, recording, registration, and notification requirements of the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA"); however, if Tenant's use of the Tower requires additional markings or lighting to comply with FCC or FAA regulations, Tenant shall be responsible for the cost of bringing the Tower into compliance.

12. FCC and FAA Tower Registration. Landlord warrants to Tenant that the Tower has been registered by the tower owner with the FCC and/or the FAA, if required by the FCC and/or the FAA. Additionally, Landlord warrants to Tenant that in the event the FCC or the FAA requires the Tower to be registered during the Term of this Lease or any extensions thereof, Landlord shall ensure that the tower owner shall take all necessary actions to register the Tower. Landlord shall provide Tenant with a copy of the FCC and FAA tower registration. If the Tower is required to be registered solely due to

Site Name: Republic

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its use by Tenant, then Tenant shall comply with the payment requirement set forth in Paragraph 11.

13. Utilities. Landlord shall ensure that utility services currently located at the site are accessible and available at the Site for Tenant's intended use. Tenant shall be responsible for the separate metering, billing, and payment of the utility services consumed by its operations. City shall not be responsible for any additional utilities Tenant may require.

14. Taxes. Tenant shall pay prior to delinquency any personal property taxes levied against Tenant's Building and Tenant's Equipment. Landlord shall pay prior to delinquency any real estate taxes and assessments attributable to the land underlying the Site, and any personal property taxes levied against the Tower, and any other of Landlord's equipment or property.

15. Access. Tenant shall have access to the Premises at all hours of the day and night, subject to such reasonable rules and regulations as Landlord may impose.

16. Compliance with Laws. Subject to Section 10, Tenant shall, at Tenant's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agency having jurisdiction over the Premises and Tenant's operations thereupon.

17. Indemnification.

(a) To the extent permitted by law, Tenant agrees to indemnify and save harmless Landlord from and against all claims of whatever nature from a third party arising from any act, omission, or negligence of Tenant, or of Tenant's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person occurring during the Term in the Premises. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. Notwithstanding the foregoing, Tenant will have no liability to Landlord with respect to any claims of whatever nature arising from any act, omission, or negligence of Landlord, or of Landlord's contractors, licensees, agents, servants, or employees.

(b) To the extent permitted by law and with due regard to Landlord's defense of sovereign immunity in certain instances, Landlord agrees to indemnify and save harmless Tenant from and against all claims of whatever nature from a third party arising from any act, omission, or negligence of Landlord, or of Landlord's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person occurring during the Term in the Site. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. Notwithstanding the foregoing, Landlord will have no liability to Tenant with respect to any claims of whatever nature arising from any act, omission, or negligence of Tenant, or of Tenant's contractors, licensees, agents, servants, or employees.

Site Name: Republic

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(c) Such indemnification obligations shall survive the termination or expiration of this Lease.

18. **Insurance.** Without limiting any of the other obligations or liabilities of the Tenant, the Tenant shall secure and maintain at its own cost and expense, and shall require its Contractor throughout the duration of the work, until the work is accepted or approved by the Landlord, insurance of such types and in such amounts as are appropriate with consideration to Tenant's activities under the Lease, It shall be the responsibility of the Tenant to maintain adequate insurance. Failure of the Tenant to maintain coverage shall not relieve its Contractor of any responsibility or obligation or liability under the Lease. The certificates of insurance, shall be filed with the Landlord and approved prior to the start of work. All insurance policies shall provide thirty (30) days' written notice to be given by the insurance company in question prior to material modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Republic
213 N. 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 Two Million Dollars (\$2,000,000) for all claims arising out of a single accident or occurrence and One Million Dollars (\$ 1,000,000) for any one person in a single accident or occurrence. The certificate of insurance shall name the City as an additional insured with respect to this contract.
- c. Automobile Liability Insurance, covering bodily injury and Property damage for owned, non-owned and hired vehicles, with limits of Two Million Dollars (\$2,000,000) for all claims arising out of a single accident or occurrence and Three Hundred Thousand Dollars (\$300,000) for any one person in a single accident or occurrence.
- d. (Intentionally Blank)
- e. Contractor. In case any or all of this work is performed under contract with the Tenant, the Tenant shall require the Contractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts at the expense of the Contractor. Tenant shall require any and all Contractors with whom it enters into an agreement to perform

Site Name: Republic

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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.

f. Notice of Insurance.

The Tenant and/or Contractor shall furnish the Landlord prior to beginning the work, satisfactory proof of carriage of all the insurance required by this Lease, with the provision that policies shall not be canceled, materially modified or non-renewed without thirty (30) days' written notice to the City of Republic.

19. Non-Interference.

Tenant agrees that Tenant's operation of its equipment shall not cause interference to existing use or enjoyment of the property or water tower by Landlord or other tenants, licensees, and lessees located on the water tower or property prior in time to Tenant's use including, but not limited to, interference with radio communication facilities so located and existing as of the Commencement Date. Similarly, Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use any portion of the Property for radio communications facilities located and existing after the Commencement Date that in any way interferes with the operations of Tenant there under that comply with the terms of this Lease. Such interference shall be deemed a material breach by the interfering party under this Lease, who shall, upon written notice from the other, be responsible for terminating said interference at such interfering party's sole expense. The non-interfering party shall not be required to provide a cure period to the interfering party, but shall provide the interfering party with written notice of such interference and the interfering party shall use its best efforts to eliminate the interference immediately but in no event later than seventy-two (72) hours from the receipt of such notice. Thereafter, the party suffering the interference may terminate the Lease, pursue remedies available at law or in equity, or pursue injunctive relief; in addition, if such uncured interference is caused by Tenant and suffered by Landlord's other tenants or licensees at the Site, then Landlord may terminate the Lease with Tenant and pursue the other remedies as described in the preceding sentence. Pursuant to Paragraph 1 (b) of this agreement, Tenant has determined that the use of the site is feasible and suitable for Tenant's permitted use as of the Commencement Date and that Landlord and its tenants and licensees operations as of the Commencement Date do not interfere with Tenant's operations.

20. Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure. If Landlord or Tenant fails to comply with any provision of this Lease, the other party shall serve written notice of such failure upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of such failure at its sole cost and expense. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing. This Section shall not apply in the case of

Site Name: Republic

Site Number: 457419

interference, which instead shall require immediate and effective curative action in accordance with Section 19 hereof.

21. Attorneys' Fees and Expenses. In the event of any litigation arising under this Lease, the non-prevailing party shall, upon demand, reimburse the prevailing party for all costs and expenses arising therefrom, including reasonable attorneys' fees.

22. Covenant of Quiet Enjoyment. Landlord covenants and warrants that so long as Tenant is not in default under this Lease, Tenant will lawfully, peaceably, and quietly have, hold, occupy, and enjoy the Premises during the Term without hindrance or ejection.

23. Title, Access and Authority. Landlord covenants and warrants to Tenant that Landlord presently owns the fee simple interest in and to the Site; that the Premises are served by legal access from a public way; that Landlord is duly authorized and empowered to enter into this Lease; and that the person executing this Lease on behalf of the Landlord warrants himself to be duly authorized to bind the Landlord hereto.

24. Assignment and Subleasing of Tenant's Interest. Tenant's interest under this Lease may be freely assigned in connection with the transfer of Tenant's FCC authorization to operate a commercial mobile radio base station on the Premises, so that the name and identity of the holder of Tenant's interest hereunder can be consistent with the name and identity of the holder of said FCC authorization. In addition, Tenant may assign or otherwise transfer its interest in this Lease without Landlord's consent to any affiliate of Tenant. Any other assignment of this Lease or sublease of the Premises by Tenant shall require Landlord's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. No assignment shall be effected pursuant to this Section unless Tenant shall notify Landlord in a writing setting forth the name, address, and telephone number of the assignee.

25. Environmental Warranty. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substances upon the Site, and that Landlord has no knowledge of such uses historically having been made of the Site or such substances historically having been introduced thereupon except for the use of chlorine disinfectant in Landlord's municipal water system operations at the location.

26. Compliance with FCC Radio Frequency Emissions Requirements.

(a) It shall be the responsibility of Tenant to ensure that Tenant's use, installation, or modification of Equipment at the Site does not cause radio frequency exposure levels of all the existing equipment located at the Site and in the surrounding vicinity (including the communications equipment, Landlord's equipment, and all other transmitting equipment in the vicinity) to exceed those levels permitted by the FCC. Landlord shall require other tenants installing equipment after the installation of the communications equipment to bear the same responsibility.

Site Name: Republic

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(b) Tenant agrees that in the event that there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Tower in non-compliance, Tenant will cooperate with Landlord and other users of the Tower to bring the Tower into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Tower into compliance.

27. Subordination. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in writing and otherwise in form and substance reasonably satisfactory to Tenant. Further, Landlord agrees to promptly have any mortgagee or trustee which has a mortgage or trust deed currently placed on the Premises execute a non-disturbance agreement in a form reasonably satisfactory to Tenant.

28. Notices. Any notice given under this Lease shall be in writing and shall be sent or delivered to the party intended to be given such notice at its address as first above set forth in this Lease or to such other address as such party may theretofore have designated by notice similarly given, by personal delivery, which includes delivery by commercially reasonable overnight delivery services, which will be deemed effective upon delivery, or by registered or certified mail, postage prepaid, which will be deemed effective three days after deposit into United States mail.

29. Contingencies. Tenant shall have the right to terminate this Lease upon written notice to Landlord, relieving both parties of all further obligations hereunder, if Tenant, acting reasonably and in good faith, shall be unable to obtain any or all licenses or permits required to construct its intended improvements upon the Premises and/or conduct Tenant's business at the Premises at any time during the Term; if Tenant's technical reports fails to establish to Tenant's satisfaction that the Premises are capable of being suitably engineered to accomplish Tenant's intended use of the Premises; or a title commitment or report obtained by Tenant with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in Tenant's opinion, interfere with Tenant's intended use of the Premises. Should Landlord determine that the use of the Tower by Tenant is interfering with Landlord's operations, the Landlord may terminate the lease as set forth in Paragraph 6

30. Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall remove all of Tenant's property from the Premises and surrender the Premises to Landlord in good condition, reasonable wear and tear excepted. Tenant shall remove any personal property from the Leased area and restore the property to the same or better condition than that which existed prior to the initiation of any work by the Tenant before the effective date of termination, reasonable wear and tear excepted. Should the Tenant fail to remove any personal property or construction equipment and materials and to restore the property, as required hereunder, then after 10 days prior written notice to Tenant, the Landlord may cause the same to be done at Tenant's expense.

Site Name: Republic

Site Number: 457419

31. Tenant's Self-Help. If Landlord at any time fails to perform any of its obligations under this Lease, Tenant shall have the right, but not the obligation, upon giving the Landlord at least two (2) days prior written notice of its election to do so (except in the event of an emergency, when no prior notice shall be required) to perform such obligations on behalf of and for the account of Landlord, and to take all necessary action to perform such obligations. Tenant's costs and expenses incurred in performing such obligations of Landlord shall promptly be reimbursed by Landlord with interest at the highest rate allowed by applicable law.

32. Remedies. The parties shall be entitled to the application of all appropriate remedies available to them under state and federal law in the enforcement of this Lease.

33. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

34. Execution of Other Instruments. The parties agree to execute, acknowledge, and deliver such other instruments respecting the Premises, as the parties may reasonably request from time to time: provided that any such instruments are merely in furtherance of, and do not substantially expand, the parties rights and privileges herein established. Landlord also agrees to reasonably cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, so long as such cooperation does not impose a financial burden on Landlord

35. Invalidity of Particular Provision. If any term or provision of this Lease, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

36. Governing Law. This Lease will be governed by the laws of the State in which the Premises is located

37. Recording. Tenant agrees not to record this Lease, but each party, on request of the other, agrees to execute a short form lease in recordable form and complying with applicable laws and reasonably satisfactory to both parties, which will be recorded in the appropriate public records.

38. Headings. The section headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

39. Entire Agreement; Waiver. This Lease constitutes the entire agreement of the parties, and may not be modified except in writing signed by the party against whom such modification is sought to be enforced. No waiver at any time of any of the provisions of

Site Name: Republic

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the Lease will be effective unless in writing. A waiver on one occasion will not be deemed to be a waiver at any subsequent time.

40. Non-binding until Full Execution. Both parties agree that this Lease is not binding on both parties until both parties execute the Lease.

[END OF LEASE, SIGNATURE PAGE FOLLOWS]

Site Name: Republic

Site Number: 457419

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

LANDLORD:

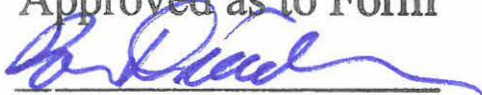
City of Republic Missouri, a municipal corporation

By: 

Chris Coulter

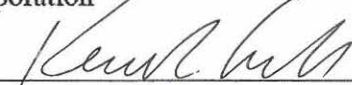
Its: Interim City Administrator

FEIN - 44-6000250

Approved as to Form

City Attorney

TENANT:


USCOC of Greater Missouri, LLC
a corporation

By: 

Printed: Kevin R. Lowell

Title: Vice President

Date: October 10, 2007

Form approved at
USCell by 

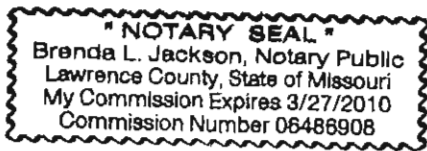
Site Name: Republic

Site Number: 457419

STATE OF MISSOURI)
)
COUNTY OF GREENE)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Chris Coulter, the Interim City Administrator, known to me to be the same person whose name is subscribed to the foregoing Option Tower and Ground Space Lease, appeared before me this day in person and acknowledged that (he) (she) signed the said Lease as (his) (her) free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 27 day of September, 2007



Brenda L. Jackson
Notary Public

My commission expires 3-27-10

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Kevin R. Lowell, Vice President, known to me to be the same person whose name is subscribed to the foregoing Option Tower and Ground Space Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant corporation, for the uses and purposes therein stated.

Given under my hand and seal this 10th day of October, 2007.



Matthew J. Lozich
Notary Public

My commission expires 7/29/11

Site Name: Republic

Site Number: 457419

EXHIBIT A

Legal Description

Beginning 215.1' West of the NE corner, of the NW/4, of the NE/4, of Section 20, T-28, R-23; thence South 175'; thence West on an interior angle of 90 degrees-58', 100'; thence North on an interior angle of 89 degrees-02, 175'; thence East on an interior angle of 90 degrees-58', 100' to the point of beginning, EXCEPT the North 25' used for road purposed, and EXCEPT a tract out of the Southeast corner as shown by plat, all in Republic, Greene County, Missouri. (GENERAL WARRANTY DEED recorded in Book 1376, Page 176, Registrar of Deeds, Greene County, Missouri.)

Site Name: Republic

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EXHIBIT B

SITE: Republic Site #: 457419 FCC REGISTRATION # _____
TENANT NAME: USCOC of Greater Missouri, LLC TEL #: 918 697-1174
CONTACT: Hank Madden, RF Engineer

ANTENNA INFORMATION

FCC Call Letters: WQAY464 Type of Modulation or other Emissions: CDMA PCS 1900
Type of antenna: PCS Panels Make: Antel
Model: BSA185065/10-2 How many antennas 6 (2 per face) Weight: 9.1lbs each
Height: 60.2"
Usage: Transmit only _____ Receive only _____ Transmit & Receive X
Effective Radiated Power 37 Watts/channel Operating Frequency: 1850 to 1944 MHz
Mounting Brackets, Mounting Height & Mounting Orientation:
mounting height rad/ctr of 165 ft AGL; azimuth of 50, 150, 240 degrees
Transmission line Mfg. & Type No: Andrew AVA7-50 (1 5/8") or equivalent (6 runs, 1 per ant.)
Outside Diameter: 1 5/8" Length: 195 ft

FCC Call Letters: _____ Type of Modulation or other Emissions: _____
Type of antenna: _____ Make: _____
Model: _____ How many antennas _____ Weight: _____ lbs each
Height: _____
Usage: Transmit only _____ Receive only _____ Transmit & Receive _____
Effective Radiated Power _____ Watts/channel Operating Frequency: _____ to _____ MHz
Mounting Brackets, Mounting Height & Mounting Orientation: _____

Transmission line Mfg. & Type No: _____
Outside Diameter: _____ Length: _____

Site Name: Republic

Site Number: 457419

I. Interference Suppression Equipment (specify in detail & attach specifications for any isolators, circulators, filters, intermodulation suppression panels, duplexers, etc.)

II. Other RF Equipment (specify and include AC Surge and Lightning Arrestor Power, Telephone & Transmission line devices)

III. Other Equipment (specify all other improvements, company property & personal property located at the site)

TENANT'S Equipment:

Building or Cabinet: (circle one)

Size: _____

Type: _____

Location: _____

Transmitted Rated Power: _____

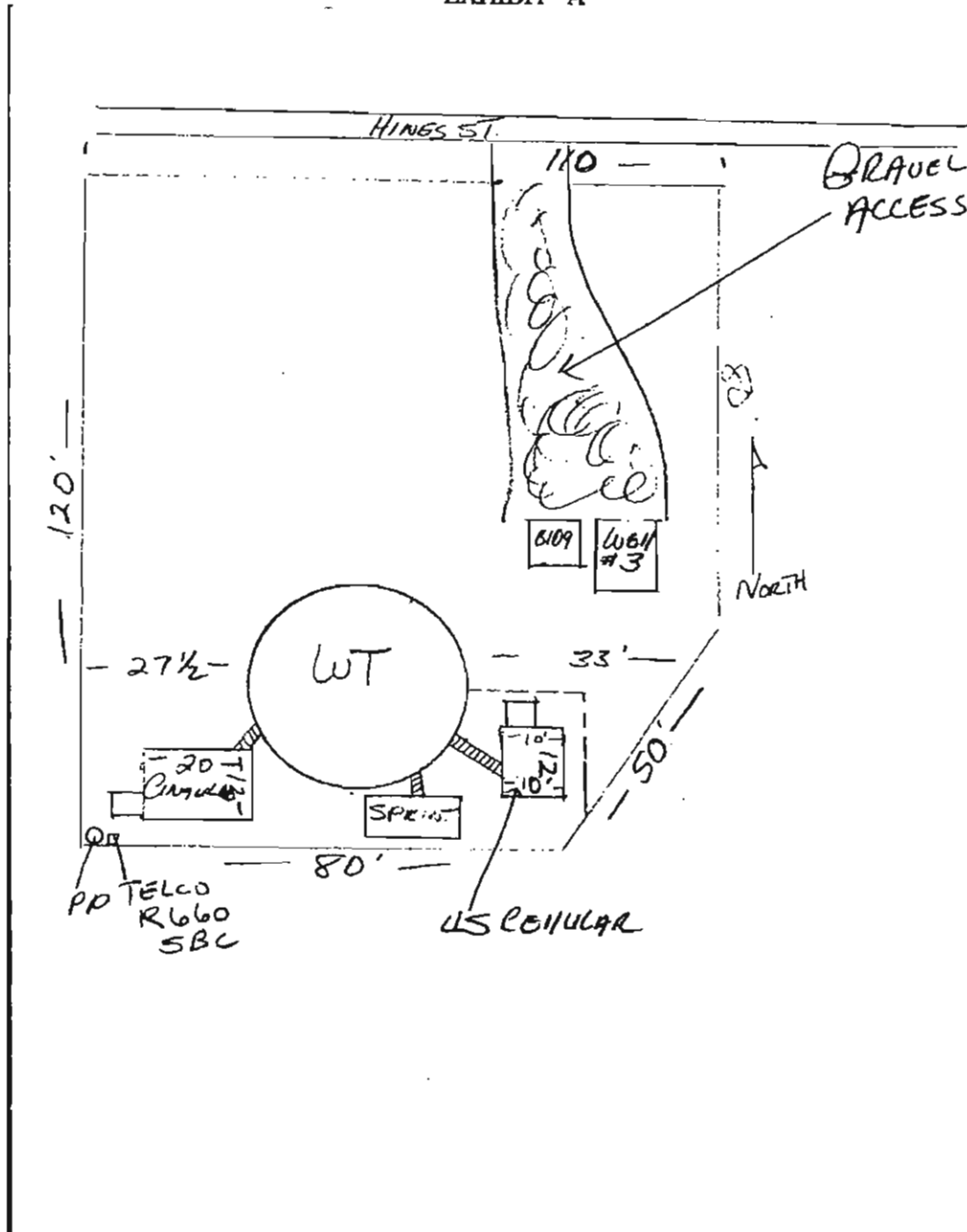
Amount of Land required for building or cabinet: _____

Is Emergency Power provided by LANDLORD: ___ YES __X NO

Site Name: Republic

Site Number: 457419

EXHIBIT "A"



Power - 75' x 10' West of lease area
Telco - 75' x 10' West of lease area
Access 110' x 20' South of Hines St.



Site Name: Republic

Site Number: 457419

2007-1041-01

**FIRST AMENDMENT
TO OPTION TOWER AND GROUND SPACE LEASE**

THIS FIRST AMENDMENT, made the 29th day of July, 2014, modifies that certain Option Tower and Ground Space Lease ("Lease") dated the 10th day of October, 2007, by and between City of Republic, a municipal corporation, whose address is 221 North Main Street, Republic, Missouri 65738, hereinafter referred to as "Landlord," and USCOC of Greater Missouri, LLC, a Delaware limited liability company Attention: Real Estate, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as "Tenant."

WHEREAS, the Landlord owns a water tower which functions as a communications platform (the "Tower") located on a parcel of land (the "Site") at a Latitude of 37 07 32 and Longitude 93 28 2.8 (NAD 83), in the City of Republic, in Greene County, State of Missouri.

WHEREAS, Tenant proposes to add three antennas and six coax lines to the Premises;

NOW THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration the parties hereby agree that the Lease is now modified as follows:

- I. The "Antenna Information" described in Exhibit B is hereby replaces the "Antenna Information" described in Exhibit B-1 attached to this First Amendment and incorporated herein. Landlord approves of the equipment modifications described in Exhibit B-1.
- II. The current Base Rent shall increase to One Thousand Nine Hundred and Fifty Dollars and 00/100 (\$1,950.00) per month. Said increase shall be effective the earlier of the date Tenant commences equipment modifications described herein or September 1, 2014, partial month prorated. All other rent increase terms and conditions will remain without change.
- III. The site sketch attached to the Lease describing Tenant's 10' x 12' ground space erroneously labeled as "Exhibit A" shall hereinafter be considered part of Exhibit B as referred to in subsection 1. (iii) of said Lease.
- IV. In all other respects the Lease is hereby ratified and affirmed without change.

Site Name: Republic

Site Number: 457419

[END OF AMENDMENT - SIGNATURE PAGE FOLLOWS]

Site Name: Republic

Site Number: 457419

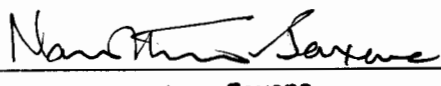
Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this First Amendment as of the date of full execution.

Landlord: City of Republic

Tenant: USCOC of Greater Missouri, LLC

By: 

By: 

Name: Jim Krischke

Name: Narothis Saxena

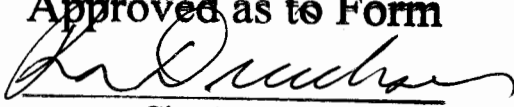
Title: City Administrator

Title: Vice President

Date: 7-29-14

Date: 8-12-14

Approved as to Form



City Attorney

Site Name: Republic

Site Number: 457419

STATE OF MISSOURI)
)
COUNTY OF GREENE)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Jim Krischke, known to me to be the same person whose name is subscribed to the foregoing First Amendment to Option Tower and Ground Space Lease, appeared before me this day in person and acknowledged that he signed the said Amendment as his free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 29th day of July, 2014.



Karen L. Freeman

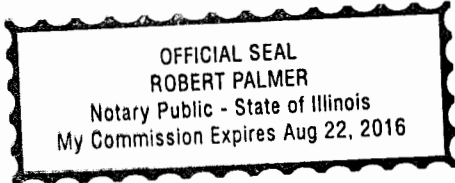
Notary Public

My commission expires 3-11-16

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Narothum Saxena, Vice President, known to me to be the same person whose name is subscribed to the foregoing First Amendment to Option Tower and Ground Space Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Amendment as his free and voluntary act on behalf of the named Tenant corporation, for the uses and purposes therein stated.

Given under my hand and seal this 12 day of August, 2014.



Rob Palmer

Notary Public

My commission expires 8/22/16

Site Name: Republic

Site Number: 457419

EXHIBIT B-1**SITE: Republic****SITE #: 457419****LESSEE NAME: USCOC of Greater Missouri, LLC****TEL #: 918-687-1174****ANTENNA INFORMATION****FCC Call Letters: WQAY464****Type of Modulation or other Emissions: CDMA, LTE****Type of antenna: Panel****Make: Antel, Kathrein****How many antennas: 9****Mounting Height: 172 feet****Six (6) Antel model BSA 185065/10CF antennas at azimuths 51, 51, 149, 149, 243, 243.****Weight: 9.1 lbs each****Height: 60.2 inches****Operating Frequency: 1850 - 1944 MHz****Transmit and Receive: Yes****Three (3) Kathrein model 80010766V01 antennas at azimuths 50, 150, 240.****Weight: 58.4 lbs each****Height: 96 inches****Operating Frequency: 698 - 894 MHz****Transmit and Receive: Yes****Transmission line Mfg. & Type No: Twelve (12) runs of 1 5/8" coax.****Three (3) Kaelus model TMA2061F1-1.**