



Matt Russell, Mayor/Ward III
Brandon Self, Ward I
Garry Wilson, Ward II
Christopher Updike, Ward III
Jennifer Mitchell, Ward IV

Eric Franklin, Ward I
Gerry Pool, Ward II
Jim Deichman, Ward IV

AGENDA
City Council Meeting
Community Center, 711 E. Miller Road
January 12, 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 December 8, 2020 City Council Minutes.
2. Approve December 30, 2020 City Council Special Session Minutes.
3. As per RSMo. 109.230(4), City records that are on file in the City Clerk's office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's office.

Board, Commission, and Committee Schedule

City Council Meeting	January 19, 2021
City Council Meeting	February 2, 2021
Board of Adjustment Meeting	February 4, 2021
Planning & Zoning Meeting	February 8, 2021

Old Business and Tabled Items

4. 20-59 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Annexation of Approximately 15.52 Acres, Located in the 7300 Block of West Farm Road 170 and Adjacent Right-of-Way.

New Business (First Reading of Ordinances)

5. 21-01 An Ordinance of the City Council of the City of Republic, Missouri, Calling a Bond Election in the City of Republic, Missouri, and Authorizing Certain Actions in Connection Therewith; Designating the Time for Holding Said Election; and Authorizing and Directing the City Clerk to Give Notice to the County Clerks of Said Election.
6. 21-02 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into a Development Agreement with White Shirts, LLC for Public Improvements.
7. 21-03 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into a Development Agreement with Garton 5, LLC, for Water Line Public Improvements to the Garton Business Park.

Other Business (Resolutions)-None

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.**



Matt Russell, Mayor/Ward III
Brandon Self, Ward I
Garry Wilson, Ward II
Christopher Updike, Ward III
Jennifer Mitchell, Ward IV

Eric Franklin, Ward I
Gerry Pool, Ward II
Jim Deichman, Ward IV

MINUTES
City Council Meeting
Community Center, 711 E. Miller Road
December 08, 2020 at 6:30 PM

Call Meeting to Order

The regular session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Matt Russell at 6:30 p.m. at the Republic Community Center. Council Members present include Christopher Updike, Jim Deichman, Gerry Pool, Brandon Self, Eric Franklin, Garry Wilson and Jennifer Mitchell. Others in attendance were: Assistant City Administrator Lisa Addington, Finance Director Debbie Parks, Police Chief Brian Sells, City Attorney Scott Ison, Principal Planner Karen Haynes, Fire Chief Duane Compton, Assistant Public Works Director Garrett Brickner, Assistant City Administrator and Parks and Recreation Director Jared Keeling, BUILDS Director Andrew Nelson, Public Information Officer Mike Landis, Information Systems Director Josh Jones, and City Clerk Laura Burbridge.

Opening Prayer

Opening prayer was led by Council Member Deichman.

Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mayor Matt Russell.

Citizen Participation

Mayor Russell opened citizen participation at 6:31 p.m. Representative-Elect Bishop Davidson, 215 N. Fountain, spoke to Council about his plan to be here for meetings as much as possible and plans to represent the citizens and the City. Mayor Russell closed citizen participation at 6:33 p.m.

Council Member Self arrived at 6:31 p.m.

Consent Agenda

Motion was made by Council Member Pool and seconded by Council Member Updike to approve the consent agenda. The vote was 8 Aye-Deichman, Franklin, Wilson, Self, Russell, Pool, Updike, and Mitchell. 0 Nay. Motion Carried.

1. Approve November 17, 2020 City Council Regular Session Minutes.
2. Approve November 17, 2020 City Council Financial Policies Workshop Minutes.
3. Approve Vendor List.

Board, Commission, and Committee Schedule

City Council Meeting	January 5, 2021
Board of Adjustment Meeting	January 7, 2021
Planning and Zoning Meeting	January 11, 2021
City Council Meeting	January 19, 2021

Old Business and Tabled Items

4. **20-52 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Municipal Code of the City of Republic, Missouri, by Amending Title I, "Government Code," Chapter 145, "Financial Policy and Procedures," Regarding Financial Policies.**



Motion was made by Council Member Wilson and seconded by Council Member Updike to have the second reading of Bill 20-52 by title only. The vote was 8 Aye-Russell, Deichman, Mitchell, Self, Franklin, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Debbie Parks was available to answer any questions from Council. Council Member Wilson motioned for the passage of Bill 20-52. Council Member Updike seconded. A roll call vote was taken digitally. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

5. 20-53 An Ordinance of the City Council of the City of Republic, Missouri, Amending Various Sections of the Municipal Code of the City of Republic, Missouri Regarding Fees.

Motion was made by Council Member Updike and seconded by Council Member Mitchell to have the second reading of Bill 20-53 by title only. The vote was 8 Aye-Russell, Deichman, Mitchell, Self, Franklin, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Debbie Parks was available to answer any questions from Council. Council Member Wilson motioned for the passage of Bill 20-53. Council Member Deichman seconded. A roll call vote was taken digitally. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

6. 20-54 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Municipal Code of the City of Republic, Missouri, by Amending Title VII, "Utilities," Regarding Utility Billing.

Motion was made by Council Member Pool and seconded by Council Member Mitchell to have the second reading of Bill 20-54 by title only. The vote was 8 Aye-Russell, Deichman, Mitchell, Self, Franklin, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Debbie Parks was available to answer any questions from Council. Council Member Updike motioned for the passage of Bill 20-54. Council Member Mitchell seconded. A roll call vote was taken digitally. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

7. 20-55 An Ordinance of the City Council of the City of Republic, Missouri, Approving Amending the Zoning Code and Official Map by Changing the Classification of Approximately 0.33 Acres, Located at 341 West Summit Street, from Medium Density Single-Family Residential (R1-M) to Two-Family Residential (R-2).

Motion was made by Council Member Updike and seconded by Council Member Franklin to have the second reading of Bill 20-55 by title only. The vote was 8 Aye-Russell, Deichman, Mitchell, Self, Franklin, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes was available to answer any questions from Council. Council Member Pool motioned for the passage of Bill 20-55. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

8. 20-56 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into an Agreement with Hartman & Company for Public Stormwater Improvements to Garton Business Park.

Motion was made by Council Member Updike and seconded by Council Member Franklin to have the second reading of Bill 20-56 by title only. The vote was 8 Aye-Russell, Deichman, Mitchell, Self, Franklin, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Andrew Nelson was available to answer any questions from Council. Council Member Wilson motioned for the

passage of Bill 20-56. Council Member Updike seconded. A roll call vote was taken digitally. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

9. **20-57 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Municipal Code of the City of Republic, Missouri, by Amending Title II, "Public Health, Safety and Welfare," Chapter 215, "Offenses," Article IV, "Offenses Concerning Weapons and Firearms," Regarding Extending the Sunset Date for Hunting in Certain Agricultural Areas in the City.**

Motion was made by Council Member Franklin and seconded by Council Member Updike to have the second reading of Bill 20-57 by title only. The vote was 8 Aye-Russell, Deichman, Mitchell, Self, Franklin, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Scott Ison was available to answer any questions from Council. Council Member Deichman motioned for the passage of Bill 20-57. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

10. **20-58 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Annexation of Approximately 40.9 Acres of Land Located at 7576 West Farm Road 186 and Adjacent Right-of-Way.**

Motion was made by Council Member Franklin and seconded by Council Member Updike to have the second reading of Bill 20-58 by title only. The vote was 8 Aye-Russell, Deichman, Mitchell, Self, Franklin, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes was available to answer any questions from Council. Council Member Franklin motioned for the passage of Bill 20-58. Council Member Mitchell seconded. A roll call vote was taken digitally. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

New Business (First Reading of Ordinances)

11. **A Public Hearing of the City Council of the City of Republic, Missouri, Regarding Approving the Annexation of Approximately 15.52 Acres, Located in the 7300 Block of West Farm Road 170 and Adjacent Right-of-Way.**

Mayor Russell opened the Public Hearing at 6:47 p.m. Neal Singer from Murney and Associates spoke in favor of the annexation. Nobody else came forward so Mayor Russell closed the Public Hearing at 6:48 p.m.

12. **20-59 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Annexation of Approximately 15.52 Acres, Located in the 7300 Block of West Farm Road 170 and Adjacent Right-of-Way.**

Council Member Pool motioned for the first reading of Bill 20-59 by title only. Council Member Franklin seconded. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill. Mayor Russell reminded Council that this was a first read and to get with Ms. Haynes with any questions prior to the next meeting.

Other Business (Resolutions)

13. 20-R-50 A Resolution of the City Council of the City of Republic, Missouri, Authorizing Task Order No. 11 with Burns and McDonnell to Evaluate the Impact of the Capital Improvement Plan on the Water Utility Financial Plan and Rates.

Motion was made by Council Member Wilson and seconded by Council Member Mitchell to approve Resolution 20-R-50. Garrett Brickner provided an overview of the Resolution. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

14. 20-R-51 A Resolution of the City Council of the City of Republic, Missouri, Awarding the Design, Engineering, and Environmental Services Related to the Extension of the Shuyler Creek Trail and Authorizing the City Administrator to Enter into an Agreement for Said Services.

Motion was made by Council Member Franklin and seconded by Council Member Pool to approve Resolution 20-R-51. Garrett Brickner provided an overview of the Resolution. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

15. 20-R-52 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the Purchase of One 2021 Dodge Durango.

Motion was made by Council Member Wilson and seconded by Council Member Deichman to approve Resolution 20-R-52. Fire Chief Duane Compton provided an overview of the Resolution. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

16. 20-R-53 A Resolution of the City Council of the City of Republic, Missouri, Awarding the Bid for the Server Hardware and Licensing Upgrade.

Motion was made by Council Member Deichman and seconded by Council Member Updike to approve Resolution 20-R-53. Josh Jones provided an overview of the Resolution. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

17. 20-R-54 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into an Agreement with Ozarks Coca-Cola/Dr. Pepper Bottling Company to be the Exclusive Beverage Provider to the City of Republic for all Park Related Activities and at Recreational Facilities.

Motion was made by Council Member Pool and seconded by Council Member Franklin to approve Resolution 20-R-54. Jared Keeling provided an overview of the Resolution. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

Reports from Staff

Assistant City Administrator Jared Keeling reported the sales tax revenue came in strong. The City has great favor, and the numbers are up 10.7% year over year for the month and the close of year end is up 13.36% over 2019. Mr. Keeling shared this has enabled us to make some adjustments. The 2021 budget proposed a pay increase for public safety but we are making this happen on 12/1. Mr. Keeling thanked Council for their support on that. Mr. Keeling reported this change took us from the low end of public safety pay in the region and put us above average.

Assistant City Administrator Jared Keeling reported the Highway 60 and Highway 174 improvements are taking shape and looking good. Mr. Keeling thanked MoDOT for their work on this. Mr. Keeling reported the City committed \$180,000 for sidewalk additions and black signal poles. Mr. Keeling reported it will look good and function much better. Mr. Keeling shared we may see a new traffic pattern by the end of the month. We average 32,000 cars per day on that corridor.

Assistant City Administrator Jared Keeling emphasized the value of the trail extension presented today. Mr. Keeling reported the first phase was done in 2004. This is a major win for this City and will connect to the Greenway Trail. Mr. Keeling anticipates residential development is likely to follow. Mr. Keeling shared we could have connectivity to Springfield for walkers, runners, and bikers.

Assistant City Administrator Jared Keeling announced the holiday lights are up at JR Martin Park. Mr. Keeling shared our guys did a great job on the project and we plan to expand this each year. This will grow into a 15-20-minute walk through the lights and we added a tunnel for selfies, which looks good.

Assistant City Administrator Jared Keeling reminded everyone this is the last meeting before the holidays.

Council Member Deichman asked about the remodel. Mr. Keeling responded that it is a great project with construction starting 3-4 weeks ago. We are excited for City Council and a better customer experience. Mr. Keeling reported there were challenges with seating and audio/visual space. Mr. Keeling shared the new space is more accommodating as we won't have to set up every meeting. Mr. Keeling reported if COVID can go away, we should be in the new chambers by April 1st.

Assistant City Administrator Jared Keeling reminded Council that the first day to file for Council/Mayor is December 15th and the deadline is January 19th by 4:30p.m.

Council Member Pool presented a Christmas gift to City Clerk Laura Burbridge and thanked her for all she does.

Council Member Franklin shared this has been a year of doing the right thing at the right time for the right reason. Mr. Franklin shared he appreciates all the hard work of all staff and leadership. He stated it is an extreme privilege to serve alongside everyone. Mr. Franklin thanked Jeff Ussery for his hard work this year and State Representative Jeff Messenger. Mr. Franklin congratulated Mr. Davidson on the election. Mr. Franklin congratulated Greene County Commissioner Harold Bengsch on his upcoming retirement and Rusty Maclachlan for his election win. Mr. Franklin thanked the citizens and shared he is grateful for this opportunity. Mr. Franklin wished everyone a Merry Christmas and Happy New Year.

Mayor Russell wished everyone a Merry Christmas.

Adjournment

Mayor Russell adjourned the meeting at 7:12 p.m.

ATTEST:

Laura Burbridge, City Clerk

Matt Russell, Mayor



MINUTES

City Council Special Session Meeting Online Zoom Meeting December 30, 2020 at 5:00 PM

Matt Russell, Mayor/Ward III
Brandon Self, Ward I
Garry Wilson, Ward II
Christopher Updike, Ward III
Jennifer Mitchell, Ward IV

Eric Franklin, Ward I
Gerry Pool, Ward II
Jim Deichman, Ward IV

Call Meeting to Order

The special session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Matt Russell at 5:07 p.m. via an online Zoom meeting. Council Members present include Christopher Updike, Jim Deichman, Brandon Self (joined Zoom Meeting at 5:17 p.m.), Eric Franklin, Garry Wilson and Jennifer Mitchell. Others in attendance were: City Administrator David Cameron, Assistant City Administrator Lisa Addington, City Attorney Scott Ison, BUILDS Director Andrew Nelson, and City Clerk Laura Burbridge.

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.

Mayor Russell announced that Council will be going into Executive Session under RSMo 610.021.1 Pending and/or potential litigation. Closed session. Closed vote. Closed record, and RSMo 610.021.2 Real estate acquisition. Closed session. Closed vote. Closed record. A roll call vote was taken. The vote was 6 Aye - Deichman, Wilson, Russell, Mitchell, Franklin, and Updike. 0 Nay. Motion carried. The public meeting ended at 5:08 p.m.

Motion was made by Council Member Franklin and seconded by Council Member Updike to adjourn the Executive session Meeting at 5:37 p.m. A roll call vote was taken. The vote was 7 Aye-Wilson, Deichman, Self, Mitchell, Updike, Russell and Franklin. 0 Nay. Motion carried.

Adjournment

ATTEST:

Laura Burbridge, City Clerk

Matt Russell, Mayor





Record Destruction Request Form

MISSOURI RETENTION MANUAL CODE	NAME/DATE OF RECORDS TO BE DISPOSED	DATE(S) OF DOCUMENTS	RETENTION TIME NEEDED FOR RECORD
GS 091 Worker's Compensation Case File	Worker's Comp Records	1981, 1985-1987	Action taken- 10 years after case closed, dismissed, or date of last action; No action taken- 3 years
GS 090 Unemployment Insurance Case Files	Unemployment Records	1985-1986, 1988-1989, 1993, 2003	2 years after last action
GS 028 Time and Attendance Records	Timesheets	1993-1995	3 years plus completion of audit
GS 033 Wage and Tax Statements	W2 Forms	2002	5 years
GS 034 Federal and State Tax Records	Quarterly Tax Records (941)	2003-2005	5 years
GS 032 Employee Benefit Records	Benefit Records	1978-2003	Year-end leave balance reports and a copy of retirement enrollment records 75 years



Record Destruction Request Form

			after date of hire. Other records 3 years after separation or eligibility expired.
0003 Annexation Records	Annexations	1973, 1999, 2006-2010, 2012, 2014	6 years after recorded in minutes
GS 049 Request and Complaint Files	Citizen Requests for Service	2017	3 years
GS 066 Public Information Requests and Documentation	Public Information Requests	2017	3 years
GS 055 Bid Records	Bid Documentation	2015	5 years accepted; 3 years not accepted
GS 022 Public Notice Records	Posted agendas	2017	3 years
GS 085 Meeting Records (internal agency staff/committee)	Internal meeting records	2016-2017	3 years
GS 062 Employment Recruitment and Selection Records	Postings and unsuccessful candidates	2017	Retain announcement records, position description, and test and rating records 3 years; unsolicited



Record Destruction Request Form

			applications and resumes 6 months if not returned to the solicitor; unsuccessful applications, background checks and other records 1 year after position filled or recruitment canceled.
GS 046 Oaths of Office	Oaths of Elected/Appointed Officials and staff	1953, 1974-1975; 2009, 2011-2017	1 year after expiration of term
GS 060 Contracts, Leases and Agreements	Employment Contracts	1984-1985, 1988	3 years after expiration
GS 012 Correspondence - General	All non-policy correspondence	2019	1 year
GS 012.1 Correspondence - Transitory	Correspondence	2019, 2020	None
GS 016 Telecommunications Log	UB call log	2019	1 year



Record Destruction Request Form

GS 022 Public Notice Records	Affidavits of publication, notice of meetings, zoning notices	2017	3 years
GS 049 Request and Complaint Files	Citizen requests	2017	3 years after final disposition
GS 050 Permits and Licenses	Business Licenses	2018	2 years after expiration
GS 065 Participant Registration and Attendance Records	Parks and Recreation Programs/Events	2017	3 years
GS 066 Public Information Requests and Documentation	Public Information Requests	2017	3 Years
GS 085 Meeting Records (internal agency staff/committee)	Internal meeting records	2017	3 years
GS 055 Bid Records	Bid Records	2015	5 years accepted, 3 years rejected
0101 Animal Bite Records	Bite records	2018	2 years after report
0102 Animal Control Cards	Records documenting the history of every animal received at the shelter	2018	2 years
0104 Investigation Logs and Reports	Chronological record of investigations of incidents and cases handled by animal control officers	2018	2 years



Record Destruction Request Form

0217 Building Code Inspection and Enforcement File	Inspections, enforcement	2015	5 years or 5 years after defect corrected
1302 Laboratory Reports: Sewage, Water, Etc.	Testing results	2015	5 years
1303 State and Federal Compliance Reports: Wastewater Treatment Plant	Filed reports	2015	5 years
1304 Sewage Treatment Monitoring Reports	Lab results and monitoring	2015	5 years
1323 Backflow Prevention Testing Records	Documents tests to check for water contamination	2015	5 years
1401 Event Files	Records relating to the leasing of municipal facilities to various groups	2015	5 years after cancellation or expiration of lease
1403/1404 Facility Event and Recreation Program Scheduling and Reservation File	Reservation and Scheduling records	2015	5 years



AGENDA ITEM ANALYSIS

Project/Issue Name: 20-59 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Annexation of Approximately 15.52 Acres, Located in the 7300 Block of West Farm Road 170 and Adjacent Right-of-Way.

Submitted By: Karen Haynes, BUILDS Department

Date: January 12, 2021

Issue Statement

The City of Republic's Community Development Department received a Voluntary Annexation Application from Alpine Homes, Inc. for the Annexation of approximately fifteen point five-two (15.52) acres of land located in the 7300 Block of West Farm Road 170.

Discussion and/or Analysis

The property owner, Alpine Homes, Inc., has submitted a Voluntary Annexation Request for the subject parcel for a future multi-family residential development.

The request includes annexation of the Right-of-Way (West Farm Road 170) adjacent to the property subject to Annexation.

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

The Future Land Use designation of the subject parcel is Local Commercial (C-1). The Local Commercial Future Land Use designation includes retail and office uses, including small neighborhood shopping centers and isolated retail businesses.

The Annexation, if approved by City Council, will effectively zone the subject parcel as C-2 (General Commercial) in accordance with City Code Section 435.010.B, which requires all annexed properties to be classified in the zoning district corresponding to Greene County's zoning designation.

Recommended Action

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, APPROVING THE ANNEXATION OF APPROXIMATELY 15.52 ACRES, LOCATED IN THE 7300 BLOCK OF WEST FARM ROAD 170 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 15.52 acres of land located in the 7300 Block of West Farm Road 170 and adjacent right-of-way has been filed with the Community Development Department; and

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

WHEREAS, the Council held a Public Hearing on the said petition on December 8, 2020, such hearing being held not less than fourteen days nor more than sixty days after the receipt of the petition requesting annexation; and

WHEREAS, a notice of said Public Hearing was published November 20, 2020, in the *Springfield News-Leader*, a newspaper of general circulation authorized to publish legal notices, such Public Hearing being held not less than seven days after the date of publication of such notice; and

WHEREAS, 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 proper development of the City, and the City has the ability to furnish normal municipal services to the area within a reasonable time.

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

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

Approximately 15.52 acres in the 7300 Block of West Farm Road 170 and further identified by the PIN 881715200260 and adjacent right-of-way

Chalet City West, Phase 2 Lot 1

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.

BILL NO. 20-59

ORDINANCE NO.

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

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

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

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

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

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison
Date: 2020.12.01 09:25:18 -06'00' _____, Scott Ison, City Attorney

Final Passage and Vote: _____

7350 W FARM ROAD 170

VOLUNTARY PETITION FOR ANNEXATION TO
THE CITY OF REPUBLIC

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

1. That we are the owner of all fee interests of record in the real estate in Greene County, Missouri, described as follows, to wit:

(LEGAL DESCRIPTION ATTACHED)

2. That the said real estate is not now a part of any incorporated municipality.
3. That the said real estate is contiguous to the existing corporate limits of the City of Republic, Missouri.
4. That we request that the said real estate be annexed to, and included within the corporate limits of, the City of Republic, Missouri, as authorized by the provisions of Section 71.012, RSMo.
5. That we request the City Council of the City of Republic to cause the required notice to be published and to conduct the public hearing required by law and to thereafter adopt an ordinance extending the limits of the City of Republic to include the above described real estate.

Dated this 17th day of NOVEMBER, 2020.

Owner's Signature: Alpine Homes Inc
Shirley Smith - Pres.

Date: 11/17/20

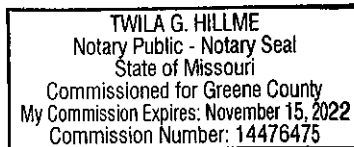
Owner's printed or typed name: ALPINE HOMES, INC
Shirley Smith

State of Missouri)
) ss
County of GREENE)

I, Twila G. Hillme, a notary public, do hereby certify that on the 17th day of NOVEMBER 2020 personally appeared before me, Shirley Smith, who being by me first duly sworn, (severally) declared that he is (they are) the person(s) who signed the foregoing document, and that the statements therein contained are true.

Twila G. Hillme
Notary Public Signature

Twila G. Hillme
Notary Public Name Printed or Typed

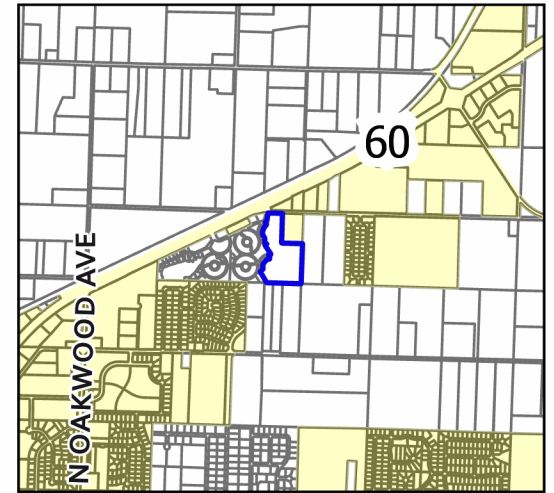


(NOTARIAL SEAL)

ANNX 20-007: Chalet City

Item 4.

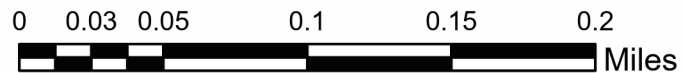
Vicinity Map



Legend

- Parcels
- Chalet City

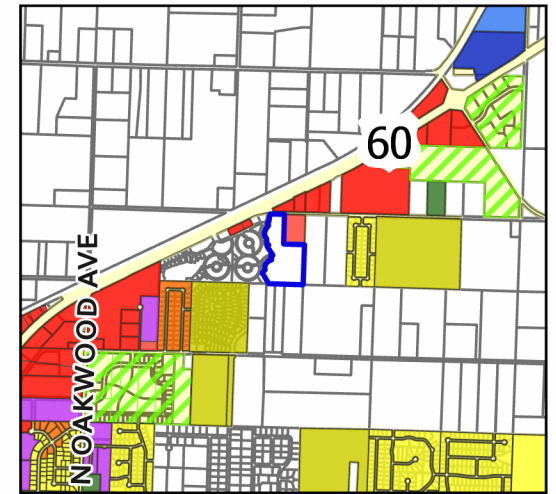
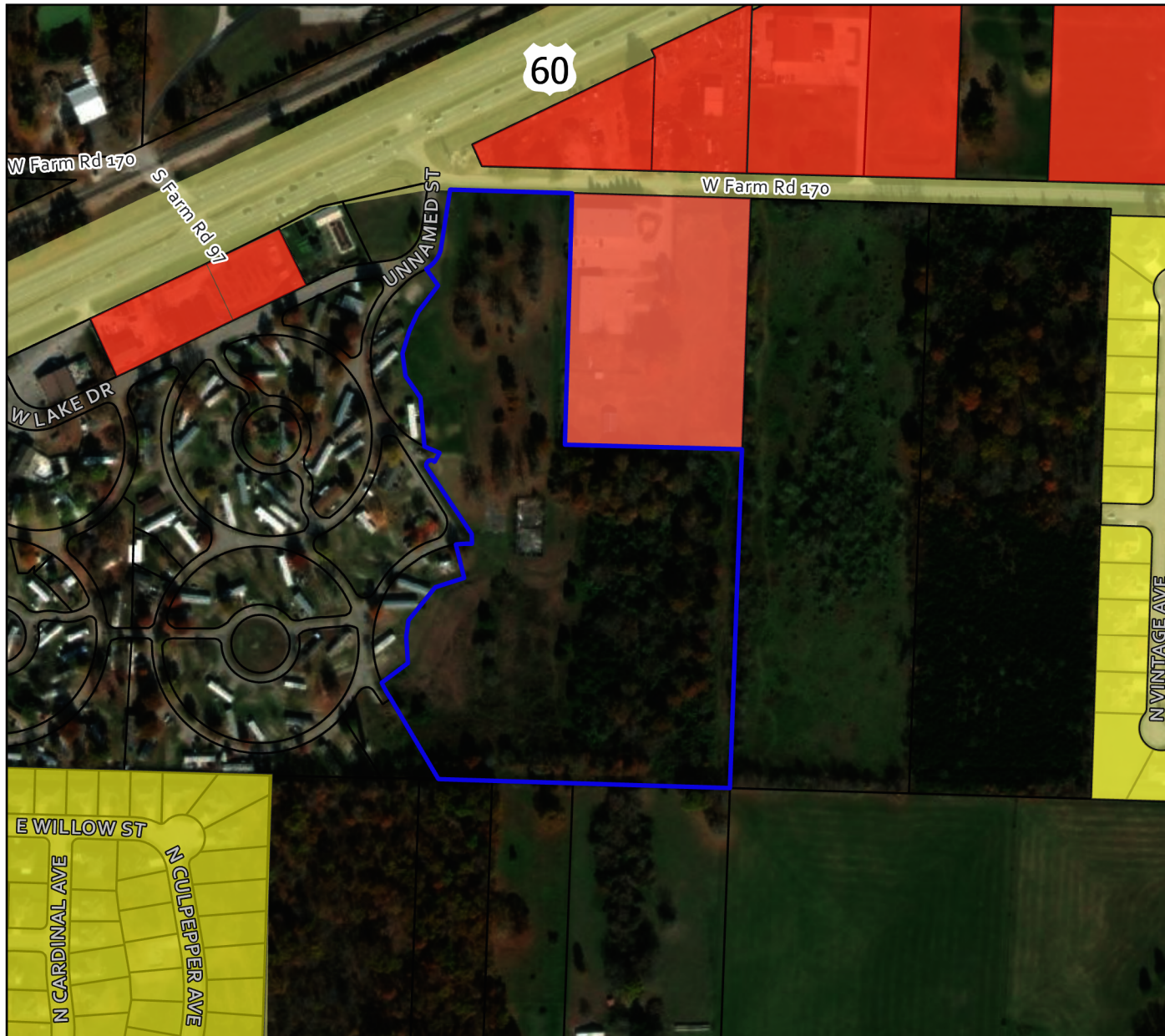
Parcel Owner: Alpine Home, INC
Parcel Address: 7300 Block of West Farm Road 174
Area: 15.52 Acres
Greene County Zoning: General Commercial (C-2)
Incoming Zoning: General Commercial (C-2)
Future Land Use Designation: Local Commercial (C-1)



ANNX 20-007: Chalet City

Zoning Map

Item 4.



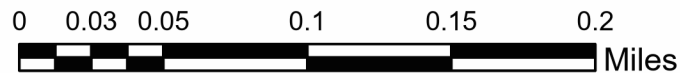
Legend

- Parcels
- Chalet City

Zoning

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

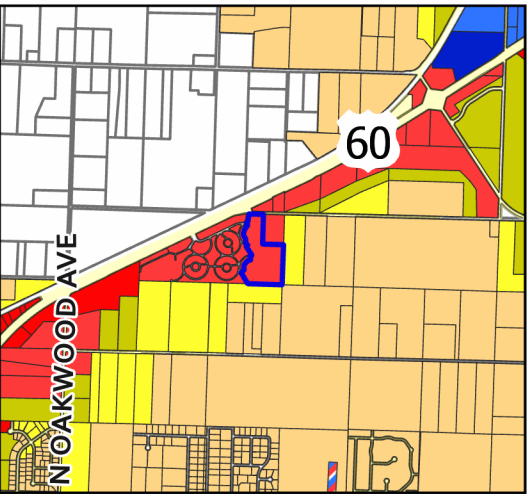
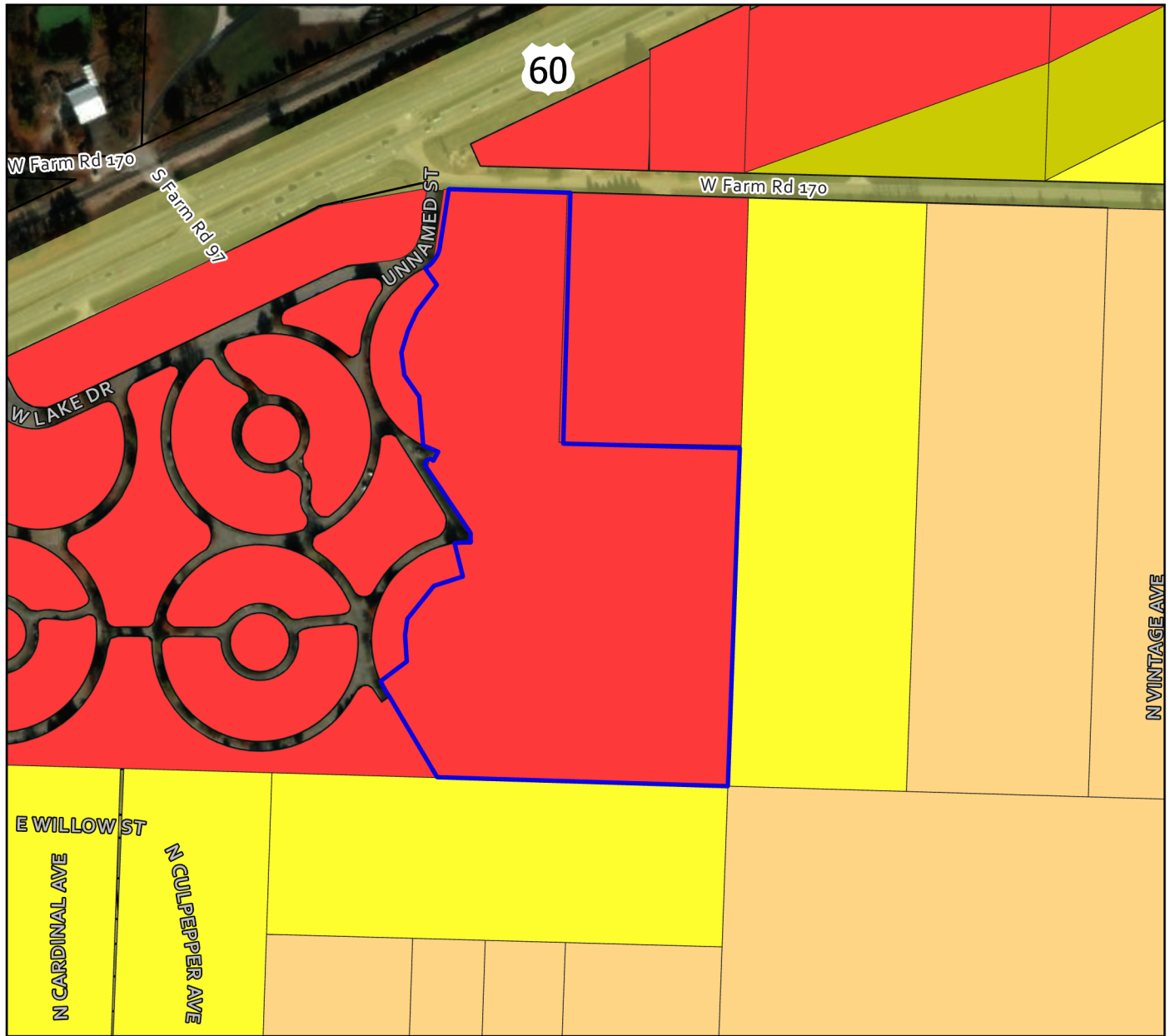
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ANNX 20-007: Chalet City

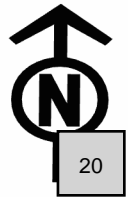
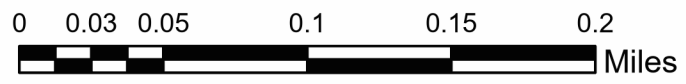
Future Land Use Map

Item 4.



- Legend**
- Parcels
 - Chalet City
 - Future Land Use**
 - Low Density Residential
 - High Density Residential
 - Med Density Residential
 - Main Street District
 - C-1
 - C-2
 - M-1
 - M-2
 - Park
 - Planned Business Park
 - Public Land Use
 - School Land Use

Parcel Owner: Alpine Home, INC
 Parcel Address: 7300 Block of West Farm Road 174
 Area: 15.52 Acres
 Greene County Zoning: General Commercial (C-2)
 Incoming Zoning: General Commercial (C-2)
 Future Land Use Designation: Local Commercial (C-1)





AGENDA ITEM ANALYSIS

Project/Issue Name: 21-01 An Ordinance of the City Council of the City of Republic, Missouri, Calling a Bond Election in the City of Republic, Missouri, and Authorizing Certain Actions in Connection Therewith; Designating the Time for Holding Said Election; and Authorizing and Directing the City Clerk to Give Notice to the County Clerks of Said Election.

Submitted By: Debbie Parks

Date: January 12, 2021

Issue Statement

The City Council is being asked to consider sending a bond referendum to the voters in April to utilize the State Revolving Loan Fund (SRF) program to finance a portion of the wastewater plant and infrastructure upgrades as outlined in the 2021-2025 Capital Improvement Plan and the Wastewater Comprehensive Plan. Under State Law Revenue Bonds take the authorization of the voters. The City plans on asking for authorization to issue revenue bonds up to \$36 million on the April 6, 2021 ballot.

Discussion and/or Analysis

The City hired the engineering firm Burns and McDonnell in 2018 to begin work on the Water and Wastewater Comprehensive Plans. These plans were completed in 2019. The City has identified \$36 million in repairs necessary in the next 5 years out of the proposed \$50 million listed in Wastewater Plan.

The City entered into a Voluntary Compliance agreement with the MDNR in 2011 for violations of the Clean Water Act and the NPDES Operating Permit for the wastewater treatment plant. This agreement requires the City to progressively make improvements in eliminating the practice of bypassing treatment of wastewater during rainfall events. A bypass of the treatment process is necessary in the current configuration due to stormwater runoff entering the sanitary sewer lines through inflow and infiltration (I&I), this excess volume of water exceeds the volume that the plant can process through our primary treatment process. The water is deterred to a stormwater clarifier from which it will be discharged directly violating the operating permit. The Voluntary Compliance Agreement was extended in 2016 and is set to expire in 2021 at which time the MDNR has indicated that the City will enter an Administrative Order to address this compliance issue. The Administrative Order will establish a strict timeline and process which if not met will include penalties that can come in the form of fines and limitations to the system in the form of new growth.

Approximately \$20 million of the requested bonds is allocated to expansion and updating of the existing wastewater treatment plant that has not had major investment in over 20 years. The expanded capacity and updated treatment process will help address the additional stormwater volumes and provide the necessary improvements for the City's projected 20-year growth.



An additional \$10 million in requested bonding is being allocated to the Brookline Lift Station and force main. Currently all the wastewater from Brookline is pumped from Brookline all the way to the Shuyler Creek lift station at the south end of Republic and pumped through the City multiple times back to the treatment plant. The City recently spent approximately \$3M on the Shuyler Creek Lift Station and with the growth and development in the former Brookline area capacity will again become an issue. In order to update the Shuyler Creek system again we would spend \$11M but not gain the flexibility and capacity the \$10M investment in the Brookline alignment would allow.

The last \$6M in requested bonding is directly linked to the elimination of I&I in the system. Every gallon that we can eliminate from the entering the system is one less gallon that has to be treated and one more gallon of capacity for the system. Through the master planning effort, we are able identify the major areas and pipes that are causing the problem. This program and effort will target those areas directly and help us further achieve compliance.

The City intends to go through the Department of Natural Resources to utilize the State Revolving Loan Fund for a lower interest rate. The wastewater rate analysis will be brought back to Council for review as part of the bond funding process. Staff intends to submit the application in March 2021. This is the first step in the funding process and is estimated to take a total of 18 months.

The bond issue would be paid out of the wastewater user fees. Part of the SRF funding process is a rate analysis to see if the current rates structure is sufficient to fund the capital improvements and the proposed bond issue. Burns and McDonnell has been retained to work on the rate study. The results of analysis this will be brought back to Council for review upon completion.

Revenue Bond issuances are required to be approved by the citizens. If this ordinance is adopted, it will be placed before the voters on April 6, 2021 for authorization to issue debt. The bond ordinance has been reviewed and approved by the City's bond counsel.

There are other financing options available to the City in addition to revenue bonds. The City can utilize Special Obligation Bonds or Certificate of Participation (C.O.P.) issuances to finance the needed system improvements. These forms of debt do not require a citizen vote. Special Obligation Bonds or Certificate of Participation financing options do have a higher interest rate than a loan through the State Revolving Loan program. Included in this packet is a comparison between the Revenue Bond and C.O.P. financing. The State Revolving Loan program discounts the interest rate, however there are other costs involved with preparing the required forms up front.

It is important to note that the sample debt issuance comparison is off current interest rates with slight inflation of 50 basis points. Rates will probably change between now and when the bonds are issued.

Recommended Action

Staff is recommending Council consider the various options available to fund the Wastewater Capital Improvements. If Council would like to proceed with a revenue bond, then approve the authorization to have the bond issuance on the April 6, 2021 Ballot.

BILL NO. 21-

ORDINANCE NO. 21-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, CALLING A BOND ELECTION IN THE CITY OF REPUBLIC, MISSOURI, AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH; DESIGNATING THE TIME FOR HOLDING SAID ELECTION; AND AUTHORIZING AND DIRECTING THE CITY CLERK TO GIVE NOTICE TO THE COUNTY CLERKS OF SAID ELECTION

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

WHEREAS, the City is authorized to issue bonds under Missouri Law and the City’s Charter; and

WHEREAS, the current sewerage treatment system and plant was completed in 2002 after a vote of the citizens; and

WHEREAS, the City has experienced significant growth since the current sewerage treatment system and plant was designed and constructed. The population of the City was 8,438 residents according to the 2000 census, the City’s population is now approximately 16,938; and

WHEREAS, there are ongoing compliance issues with the current sewerage treatment system and plant that must be addressed; and

WHEREAS, on February 20, 2018, in Resolution 18-R-11, the City retained the services of Burns & McDonnell for the development of the water and wastewater master plans; and

WHEREAS, on May 19, 2020, in Resolution 20-R-12, the Council approved the water and wastewater master plans (“New Master Plans”); and

WHEREAS, on August 25, 2020, in Resolution 20-R-31, the Council awarded the bid for the final design of the wastewater treatment plant to Burns & McDonnell; and

WHEREAS, the New Master Plans address the 5 and 20-year planning periods for the City’s water and wastewater system which includes the sewerage treatment system and plant.

BILL NO. 21-

ORDINANCE NO. 21-

BILL NO. 21-

ORDINANCE NO.

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

Section 1. The City Council of Republic finds it necessary and hereby declares its intent to borrow up to \$36,000,000.00 for the purpose of acquiring, constructing, extending, and improving the City’s existing combined waterworks and sewerage system, including the acquisition of real estate and easements related thereto (the “Project”), and to evidence such borrowing by the issuance of combined waterworks and sewerage system revenue bonds of the City in the amount of up to \$36,000,000.00.

Section 2. An election is hereby ordered to be held in the City of Republic, Missouri, on April 6, 2021, to the qualified voters of the City of Republic. The following question shall be in substantially the following form:

QUESTION

Shall the City of Republic, Missouri, issue its combined waterworks and sewerage system revenue bonds in the amount of up to Thirty-Six Million Dollars (\$36,000,000.00) for the purpose of acquiring, constructing, extending, and improving the City’s existing combined waterworks and sewerage system, including the construction and improvement of storm water sewers to the extent permitted by law, the cost of operation and maintenance of said system and the principal of and interest on said revenue bonds to be payable solely from the revenues derived by the City from the operation of its combined waterworks and sewerage system, including all future extensions and improvements thereto?

YES
NO

INSTRUCTIONS TO VOTERS: If you are in favor of the question, place an X in the box opposite “YES.” If you are opposed to the question, place an X in the box opposite “NO.”

The authorization of the bonds will authorize the City to fix, establish, maintain and collect rates and charges for the services provided by the City through its combined

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ORDINANCE NO.

waterworks and sewerage system, including all extensions and improvements thereto hereafter constructed or acquired by the City, in addition to the other rates and charges for such services provided by law, as will produce income and revenues sufficient to provide funds to pay the costs of operation and maintenance of said combined waterworks and sewerage system and the principal of and interest on the bonds as they become due and to retire the same within thirty-five years from the date thereof, and to provide for the establishment of reasonable reserves therefor.

- Section 3. That the City Clerk is hereby authorized and directed to conduct said election in a manner consistent with the provisions of Chapter 115 of the Revised Statutes of Missouri.
- Section 4. That the form of the notice of said election and ballot, to be in substantially the same form, a copy of which is attached hereto and made a part hereof, is hereby approved.
- Section 5. That a certified copy of this Ordinance shall be filed with the County Clerk of Greene County, Missouri, and the County Clerk of Christian County, Missouri, no later than 5:00 p.m. on January 26, 2021.
- Section 6. That the Greene County Clerk and Christian County Clerk are hereby authorized to conduct said election in a manner consistent with the provisions of Chapter 115 of the Revised Statutes of Missouri and designate the polling places for the qualified voters of the City.
- Section 7. The City expects to make expenditures on and after the date of adoption of this Ordinance in connection with the Project, and the City intends to reimburse itself for such expenditures with the proceeds of the bonds. The maximum principal amount of bonds expected to be issued for the Project is \$36,000,000.00.
- Section 8. The Mayor, the City Clerk, and other officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to carry out the purpose and intent of this Ordinance.
- Section 9. The whereas clauses are hereby specifically incorporated herein by reference.

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Section 10. 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 11. 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

Attest:

Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison
Date: 2021.01.11 16:44:03
-06'00', Scott Ison City Attorney

Final Passage and Vote:

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ORDINANCE NO.

NOTICE OF ELECTION

REPUBLIC, MISSOURI

Notice is hereby given to the qualified voters of the City of Republic, Missouri, that pursuant to an ordinance duly adopted, the City Council of the City of Republic, Missouri, has called an election to be held in the City on April 6, 2021, commencing at 6:00 a.m. and closing at 7:00 p.m., for the purpose of submitting to the qualified voters of the City the question contained in the following sample ballot:

**OFFICIAL BALLOT
BOND ELECTION
REPUBLIC, MISSOURI
APRIL 6, 2021**

QUESTION

Shall the City of Republic, Missouri, issue its combined waterworks and sewerage system revenue bonds in the amount of up to Thirty-Six Million Dollars (\$36,000,000.00) for the purpose of acquiring, constructing, extending, and improving the City’s existing combined waterworks and sewerage system, including the construction and improvement of storm water sewers to the extent permitted by law, the cost of operation and maintenance of said system and the principal of and interest on said revenue bonds to be payable solely from the revenues derived by the City from the operation of its combined waterworks and sewerage system, including all future extensions and improvements thereto?

YES
NO

INSTRUCTIONS TO VOTERS: If you are in favor of the question, place an X in the box opposite “YES.” If you are opposed to the question, place an X in the box opposite “NO.”

A full and complete copy of Ordinance No. 21-___, submitting the above question to the electorate is on file in the office of the City Clerk of the City of Republic, Missouri, where the same is open for inspection and copying during normal business hours.

The election will be held at the following polling places in the City:

To be determined by the County Clerk of the respective jurisdiction.

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ORDINANCE NO.

City of Republic, Missouri
 \$20 Million Financing Amount
 Revenue Bonds through SRF vs Certificate of Participation Comparison

January 4, 2021

Scenario	Interest Rate *	Average Annual Debt Service	Total Debt Service for 20 Years	Advantages	Disadvantages
Revenue Bonds Issued Through SRF Program	1.40%	\$1,160,000	\$23,378,118	Lower interest rate Interest rate less volatile	Requires voter-approved revenue bonds More vigorous DNR Process
Certificates of Participation	3.00%	\$1,345,000	\$27,321,938	No voting requirement Easier DNR process requirements	Higher interest rate Interest rate more volatile

* Based on current interest rates +50bps

City of Republic, Missouri
 \$36 Million Financing Amount
 Revenue Bonds through SRF vs Certificate of Participation Comparison

January 4, 2021

Scenario	Interest Rate *	Average Annual Debt Service	Total Debt Service for 20 Years	Advantages	Disadvantages
Revenue Bonds Issued Through SRF Program	1.40%	\$2,085,000	\$42,075,058	Lower interest rate Interest rate less volatile	Requires voter-approved revenue bonds More vigorous DNR Process
Certificates of Participation	3.00%	\$2,420,000	\$49,173,688	No voting requirement Easier DNR process requirements	Higher interest rate Interest rate more volatile

* Based on current interest rates +50bps



AGENDA ITEM ANALYSIS

Project/Issue Name: 21-02 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into a Development Agreement with White Shirts, LLC for Public Improvements.

Submitted By: Andrew Nelson, Republic BUILDS Director

Date: January 12, 2021

Issue Statement

This agreement would allow the City Administrator to enter into a developer's agreement with White Shirts, LLC for the construction of a public street and other public improvements, as necessary.

Discussion and/or Analysis

The Developer has placed the former Meek's property under contract with the intent to build an Andy's Frozen Custard location. The construction of a public street allows for the site development and creation of additional retail lots. This public street is a benefit for the growth and development of the area as well as access management and improvements to the Highway 60 corridor.

The Developer will reimburse the City the cost of materials for the public improvements the City will contribute labor for the installation of the street and other associated public infrastructure.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH WHITE SHIRTS, LLC FOR PUBLIC IMPROVEMENTS

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

WHEREAS, White Shirts, LLC., (herein called the “Developer”) is developing land on the former Meeks property located at 1355 E US Highway 60 for commercial retail businesses (herein called the “Project”); and

WHEREAS, certain public improvements need to be made to the Developer’s property to facilitate the new retail businesses for the Project; and

WHEREAS, a development agreement has been negotiated with the Developer for the City to provide certain public improvements on Developer’s Property to facilitate the retail growth; and

WHEREAS, the Developer desires to enter into a development agreement with the City to formalize the terms for the public improvements; and

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

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

- Section 1. The City Administrator or designee, on behalf of the City of Republic, is authorized to enter into a development agreement with Developer, said agreement to be in substantially the same form as “Attachment 1.”
- Section 2. The City Administrator or designee, on behalf of the City of Republic, is authorized to enter into an amendment to the development agreement with Developer as contemplated in Attachment 1.
- 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 be in full force and effect from and after the date of passage as provided by law.

BILL NO. 21-02


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:  Digitally signed by Scott Ison
Date: 2021.01.08 09:11:00
-06'00' _____, Scott Ison, City Attorney

Final Passage and Vote: _____

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2021, by and between the City of Republic Missouri (“City”) and White Shirts, L.L.C. (“Developer”). City and Developer are sometimes referred to herein individually as the “Party” or collectively as the “Parties.”

WITNESSETH:

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

WHEREAS, Developer is a Missouri Limited Liability Company, and

WHEREAS, Developer is currently the owner of or has a valid contract to purchase real property in the City of Republic located at 1355 E US Highway 60 (PARID: 1716300016), legally described in Exhibit A attached hereto and incorporated by reference into this Agreement, (“Property”), and is in the process of developing a new commercial retail area on the Property in order to facilitate new retail development, and

WHEREAS, the Parties have recognized the opportunity for development on the Property to facilitate future growth in the City, and

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

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

WHEREAS, the purpose of this Agreement is to memorialize the Parties respective responsibilities for public improvements on the Property in order to develop the Property as will be defined in the Final Plans.

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

1. Ability to Contract: Developer warranty they have the ownership interest in the Property required to enter into this Agreement and fulfill the terms contained herein.
2. Public Improvements:
 - a. Work under this Agreement: In exchange for Developer’s promises herein, the City agrees that it shall provide for, arrange, construct, complete, plan, or coordinate the public improvements ("Public Improvements") as described in this Agreement.

- b. Construction Period and Cost Estimates: The Parties agree that the City's construction of the Public Improvements cannot be determined until completed engineering plans are delivered to City. Developer agrees to provide complete signed and sealed engineering drawings to City within 30 days after the execution of this Agreement. City shall then have 10 business days to review the completed engineering drawings and respond to the Developer with any questions, suggestions, and/or changes. Once all the questions, suggestions and/or changes have been fully addressed and agreed upon by the Parties ("Final Plans"), a time-line as to the completion of this Agreement ("Construction Period"), along with an estimate of the construction costs for the Public Improvements ("Estimated Costs"), shall be set by a written amendment to this Agreement signed by the Parties ("Amendment"). If this written Amendment to this Agreement defining the Construction Period and containing the Estimated Costs is not entered into by the Parties within 180 days after the execution of the Agreement, this Agreement shall terminate without liability on any Party. Any Estimated Costs provided by City to Developer shall not be binding on the Parties. The actual costs incurred by City in Paragraph 3 shall be the amount Developer will reimburse to City under this Agreement. Nothing contained herein shall be construed to restrict the City's right to construct the Public Improvements at any time prior to the expiration of the Construction Period or continue constructing the Public Improvements after the Construction Period so long as the City is making substantial and continuing progress toward completion of the Public Improvements. Further, the Construction Period shall be extended as necessary to accommodate delayed progress of the Public Improvements due to changes in work, any act or omissions of Developer or its employees, agents, or representatives that are contrary to this Agreement or any other cause that is not reasonably foreseen or beyond the control of City, its subcontractors, or suppliers including, but not limited to acts of God, acts of a government authority, natural or manmade disaster, delay in the transportation or shortages of materials or equipment, abnormal weather conditions or labor disputes.
- c. Road Improvements: On or before the expiration of the Construction Period and as part of the Public Improvements, the City hereby agrees to make roadway improvements and related infrastructure improvements to the Property according to the Final Plans ("Road Improvements"). All Road Improvements will be located on the Property. The City hereby represents and warrants that it has the power and authority to make the Road Improvements.
- d. Utilities: On or before the expiration of the Construction Period and as part of the Public Improvements, the City hereby agrees to assist in the planning, coordination, or installation of the following utility improvements ("Utility Improvements"):
- i. Water Public Improvements: City shall plan, coordinate, and install all necessary water lines, systems, and facilities for the City to provide potable

water service to the Property having sufficient capacity to meet the anticipated demand for uses permitted under the then-current Property zoning classification, including the looping of any water system as deemed necessary by the City. The water main shall be determined in the Final Plans. The water main on the Property shall be located within the utility easements granted by Developer pursuant to the Easement Section in this Agreement. Said water main shall be installed concurrently with the construction of the Road Improvements and the City agrees to provide said water service to the Property no later than the expiration of the Construction Period. The City and Developer shall work together to plan and coordinate the installation of such water service infrastructure, including, without limitation, determining the location(s) on the Property that future users shall tap into said water main.

- ii. Sanitary Sewer Public Improvements: If determined by the Parties after the Final Plans are received and provided for in the Amendment, the Parties shall work together in the installation planning and coordination of a sanitary sewer system for the Property which sanitary sewer system shall be determined in the Final Plans. The sanitary sewer system on the Property shall be located within utility easements granted by Developer pursuant to the Easement Section in this Agreement. Said sanitary sewer system shall be installed concurrently with the construction of the Road Improvements and the City agrees to provide said sanitary sewer system to the Property no later than the expiration of the Construction Period. The City and Developer shall work together to plan and coordinate the installation of such sanitary sewer system infrastructure, including, without limitation, determining the location(s) on the Property that future users shall tap into said sanitary sewer system.
- iii. Storm Water Public Improvements: If determined by the Parties after the Final Plans are received and provided for in the Amendment, the Parties shall work together in the installation planning and coordination of a storm water system for the Property consisting of curb and gutter, and the installation of storm water pipe under the Road Improvements which storm water system shall be determined in the Final Plans. The storm water system on the Property shall be located within utility easements granted by Developer pursuant to the Easement Section in this Agreement. Said storm water system shall be installed concurrently with the construction of the Road Improvements and the City agrees to provide said storm water system to the Property no later than the expiration of the Construction Period. The City and Developer shall work together to plan and coordinate the installation of such storm water system infrastructure, including, without

limitation, determining the location(s) on the Property that future users shall tap into said storm water system.

- iv. Electricity: The Parties shall work together in the installation planning and coordination with the appropriate electric utility service provider for all necessary electrical lines, systems, and facilities to provide electrical power to the Property with sufficient capacity to provide power for customary uses permitted under the current Property zoning classification. The Parties shall work together with the electric utility service provider in the planning and coordination of the installation of such utility service infrastructure, including, without limitation, determining appropriate location(s) on the Property that future users may tap into said electric utility lines. Installation of the electric infrastructure shall be done by the appropriate electric utility service provider. The Parties agree that neither City nor Developer can cause the appropriate electric utility service provider to install or provide said utility services. The Parties agree that electric utility services may not be completed on or before the expiration of the Construction Period, and the same shall not be a default by the City under this Agreement.
- v. Gas: The Parties shall work together in the installation planning and coordination with the appropriate gas utility service provider for all necessary gas lines, systems, and facilities to provide gas to the Property with sufficient capacity to provide gas for customary uses permitted under the current Property zoning classification. The Parties shall work together with the gas utility service provider in the planning and coordination of the installation of such utility service infrastructure, including, without limitation, determining appropriate location(s) on the Property that future users may tap into said gas utility lines. Installation of the gas infrastructure shall be done by the appropriate gas utility service provider. The Parties agree that neither City nor Developer can cause the appropriate gas utility service provider to install or provide said utility services. The Parties agree that gas utility services may not be completed on or before the expiration of the Construction Period, and the same shall not be a default by the City under this Agreement.
- vi. Telecommunication: The Parties shall work together in the installation planning and coordination with the appropriate telecommunication service provider for all necessary telecommunication systems and facilities to provide telecommunication service to the Property with sufficient capacity to provide telecommunications for customary uses permitted under the current Property zoning classification. The Parties shall work together with the telecommunication utility service provider in the planning and coordination of the installation of such utility service infrastructure,

including, without limitation, determining appropriate location(s) on the Property that future users may tap into said telecommunication lines. Installation of the telecommunication infrastructure shall be done by the appropriate telecommunication utility service provider. The Parties agree that neither City nor Developer can cause the appropriate telecommunication utility service provider to install or provide said utility services. The Parties agree that telecommunication services may not be completed on or before the expiration of the Construction Period, and the same shall not be a default by the City under this Agreement.

- e. Other Public Improvements: On or before the expiration of the Construction Period, the City hereby agrees to assist Developer in making other Public Improvements on the Property. The other Public Improvements contemplated by this Agreement are to assist, as the City has the ability at its own determination, with the demolition of the existing structures on the Property (“Other Public Improvements”). Other Public Improvements can be added by the Parties with the consent of all the Parties in the Amendment after the Final Plans are received.
 - f. Work Performed: City will be the sole judge of the work needed to be performed to complete this Agreement, including but not limited to the work to be performed, the contractors or subcontractors hired to do the work, the engineer hired, the construction methods used, the location of the work, equipment used, the quality of the work, and the selection of the materials and supplies to be used.
 - g. Site Access: Developer and its representatives shall have access at all times to the worksite and shall provide sufficient competent personnel to visit and inspect the work site during the course of this Agreement to determine the work and manner of it being performed. City, its workers, subcontractors, suppliers, and representatives shall have access at all times to the worksite.
3. Costs of the Public Improvements:
- a. Engineering Plans: Developer shall be responsible for all costs for the engineering plans and/or construction drawings for the Public Improvements subject to this Agreement. Any engineering plans and/or construction drawings are subject to rejection, revision, or approval by City as reasonably necessary, in the City’s opinion, to complete the Public Improvements in this Agreement.
 - b. Road Improvements: City will initially pay the cost of the Road Improvements subject to this Agreement. Although City will initially pay for the Road Improvements under this Agreement, Developer agrees to reimburse City for its actual costs of the Road Improvements as outlined in this Agreement. The Parties agrees the actual costs to be reimbursed to City by Developer for the Road Improvements shall include the actual costs incurred by the City for the material expenses of the Road Improvements and the actual expenses incurred by the City for the labor of non-City employees including contractors and subcontractors, non-

City owned equipment and non-City owned tool rental, utilities, transportation, taxes, local, state, and federal public works laws and regulations, and all other services and facilities necessary for the execution and completion of the Public Improvements to the Road pursuant to this Agreement.

c. Utility Public Improvements:

- i. Water Public Improvements: City will initially pay the cost of the Water Improvements subject to this Agreement. Although City will initially pay for the Water Improvements under this Agreement, Developer agrees to reimburse City for its actual costs of the Water Improvements as outlined in this Agreement. The Parties agrees the actual costs to be reimbursed to City by Developer for the Water Improvements shall include the actual costs incurred by the City for the material expenses of the Water Improvements and the actual expenses incurred by the City for the labor of non-City employees including contractors and subcontractors, non-City equipment and non-City owned tool rental, utilities, transportation, taxes, local, state, and federal public works laws and regulations and, all other services and facilities necessary for the execution and completion of the Public Improvements to the Water pursuant to this Agreement.
- ii. Sanitary Sewer Public Improvements: As Sanitary Sewer Improvements needs cannot be determined until the Final Plans are received, any costs related to the Sanitary Sewer Improvements shall be determined in the Amendment.
- iii. Storm Water Public Improvements: As Storm Water Improvements needs cannot be determined until the Final Plans are received, any costs related to the Storm Water Improvements shall be determined in the Amendment.
- iv. Electrical, Gas, Telecommunication: All costs related to Electrical, Gas, and Telecommunication for the Property shall be the responsibility of the Developer.

- d. Other Public Improvements: City will initially pay the cost of the Other Public Improvements subject to this Agreement. Although City will initially pay for the Other Public Improvements under this Agreement, Developer agrees to reimburse City for its actual costs of the Other Public Improvements as outlined in this Agreement. The Parties agrees the actual costs to be reimbursed to City by Developer for the Other Public Improvements shall include the actual costs incurred by the City for the material expenses of the Other Public Improvements and the actual expenses incurred by the City for the labor of City employees including contractors and subcontractors, City and non-City owned equipment and tool rental costs, utilities, transportation, taxes, local, state, and federal public works laws and regulations, and all other services and facilities necessary for the execution and completion of the Other Public Improvements pursuant to this Agreement.

- e. Invoicing: City will invoice Developer once materials have been purchased and/or work has started under this Agreement on or about the 15th day of every month for the actual costs incurred by City for expenses allowed under this Agreement. Developer shall have twenty days following receipt of any such invoice to obtain the reasonable approval of such invoice from its engineer, and twenty days thereafter to pay the City such approved invoice. Lien waivers executed by any non-City payee shall be delivered to Developer at the same time Developer pays City in accordance with the above. If Developer does not pay any invoice from City to Developer in accordance with the above, City has the right to stop all work under this Agreement. Developer will be allowed to keep a twenty percent retainage on all materials billed by City to Developer. Said retainage will be noted by City in invoices sent to Developer and tracked by City. Said retainage will be completely payable by Developer to City after the Public Improvements are installed by City and after invoiced by City and payable under this Paragraph.
- f. City Administrative Personnel: City will not invoice or attempt to collect any payment from Developer under this Agreement for the labor costs of City's administrative personnel which include the City Administrator, Public Works Director, human resource personnel, or finance personnel. Further, City agrees not to bill Developer under this Agreement for labor costs of the City Attorney unless allowed under Paragraph 12.
- g. Purchasing Policy: City will use the current Purchasing Policy approved by the City Council and associated Administrative Policies in order to facilitate request for proposals, request for qualifications, request for bids, or written quotes to determine the lowest price qualified provider of materials and/or services. City will abide by all local, state, and federal laws and regulations, including those regarding public works projects. Developer will be provided by City with all bids and/or quotes once they are opened in accordance with applicable law. Once the bids and/or quotes are provided to Developer, it will have three business days to provide City in writing with any legally justifiable reason why the lowest bidder pursuant to the current Purchasing Policy approved by the City Council or associated Administrative Policies would not be acceptable. If Developer provides City with a legally justifiable reason in writing why the lowest bidder is not the most responsible or responsive bidder, City will move to the next lowest responsible bidder as determined by the Parties.
- h. Funds Deposits: Developer agrees that any funds remitted to City under this Agreement may be commingled by the City with other funds deposited by the City from other sources. Further, any funds remitted by the Developer will gain no interest, and the City shall determine where said funds are to be deposited.

4. Prior Agreement: Unless specifically set forth herein, this Agreement shall not be construed to relieve any Party of any obligations of the Parties under any prior written Agreements entered by and between the Parties.
5. Ownership in Work: Developer will have and will gain no ownership or other interest in Public Improvements in this Agreement.
6. Easements: Developer agrees to execute any easements and/or rights-of-way reasonably required by City in order to perform the work contemplated by this Agreement and in order for City to provide future maintenance on said work on the property after the work is completed. Said easements will be provided by Developer to City at no cost and shall be made before the City commences work under this Agreement. The Parties agree that City may need further easements and/or rights-of-way that allow for the extension of the Public Improvements contained in this Agreement. The Parties agree to negotiate in good faith to allow City to acquire further easements from Developer to extend the Public Improvements to adjoining properties in the future. Should any easements and/or rights-of-way under this Agreement not be in use and no longer necessary for the Parties to complete the planned development contemplated by this Agreement, the City agrees to take all steps necessary to vacate said easements and/or rights-of-way within 90 days of being notified by the Developer, of its desire to vacate the easements and/or rights-of-way executed pursuant to this Agreement. The Parties agree and understand such vacation requires multiple steps, including a public hearing, a hearing and recommendation before the City's Planning and Zoning Commission, and approval by the City Council through an Ordinance.
7. Conflict of Interest: No salaried officer or employee of the City, and no member of the City Council, shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
8. Entire Agreement: This Agreement contains the entire Agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements unless excluded herein. This Agreement may not be modified or amended other than in writing as agreed to by the Parties.
9. Default by Developer and Termination: If through any cause, Developer shall fail to fulfill in timely and proper manner their obligations under this Agreement, become insolvent, or if they violate any of the covenants, agreements or stipulations of this Agreement, the City shall deliver written notice of the same to Developer and if such failure or violation is not cured within thirty days thereafter (or such longer period of time as is reasonably necessary so long as Developer begins to cure such failure or violation within such thirty-day period and thereafter diligently pursues the same to completion), the City shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If City elects to terminate under this provision, Developer shall be responsible to City for all of City's actual costs in the Public Improvements allowed in this Agreement up to and including the date of termination.

10. Default by City and Termination: If through any cause the City shall fail to fulfill in timely and proper manner City's obligations under this Agreement, become insolvent, or if City violates any of the covenants, agreements or stipulations of this Agreement, the Developer shall deliver written notice of the same to City, and if such failure or violation is not cured within thirty days thereafter (or such longer period of time as is reasonably necessary so long as City begins to cure such failure or violation within such thirty-day period and thereafter diligently pursues the same to completion), then Developer shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If Developer elects to terminate under this provision, Developer shall be responsible to City for all of City's actual costs in the Public Improvements allowed in this Agreement up to and including the date of termination. Termination of this Agreement shall be the sole remedy for any default by City under this Agreement.
11. Jurisdiction and Venue: This Agreement shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri.
12. Dispute: In the event the City is the prevailing party in any litigation arising out of or relating to this Agreement, the City shall be entitled to all reasonable attorneys' fees and expenses incurred.
13. Liability: Nothing in this Agreement shall be construed to create any liability on behalf of the City for any direct, special, indirect, liquidated, or consequential damages. Developer agrees that the type of work to be performed under this Agreement will cause damage to the Property, and Developer agrees the City shall not be liable for any damages caused to the Property outside of that necessary to complete the Public Improvements contemplated by this Agreement.
14. Independent Contractor: The Parties to this Agreement are separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties.
15. Execution: The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act ("ESIGN"). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.
16. Survival: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns as

provided in this Agreement. The Parties acknowledge and agree that the rights and benefits afforded Developer under this Agreement shall run with the Property and shall be enforceable by and for the benefit of any and all successor owners of the Property without further consideration to or consent by the City. The Parties acknowledge and agree that at the request of any Party, a memorandum of this Agreement shall be duly executed by the Parties and recorded in the real estate records of Greene County, Missouri; provided, however, this Agreement shall be binding and enforceable as between the City and any current or future owner of the Property without recording thereof.

17. Headings: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
18. Whereas Clauses: The “Whereas” clauses stated above are incorporated herein by reference.
19. Assignment: This Agreement may not be assigned by any Party without the prior written consent of the other Parties.
20. Sovereign Immunity: In no event shall any language or requirement in this Agreement be construed as or constitute a waiver or limitation of City’s defenses regarding sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.
21. Severability Clause: A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.
22. Contingent Upon Funds and Approval: This Agreement is contingent upon the City having sufficient funds available for the subject of this Agreement. Developer shall have no right of action against City in the event City is unable to perform its obligations under this Agreement as a result of insufficient funds. Further, this Agreement is subject to and conditioned upon approval by ordinance by the City Council.
23. Supplemental Agreements/Additional Action: The Parties agree to cooperate fully, to execute any supplemental agreements, and to take all additional actions that may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
24. Waiver: The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.
25. Contract Documents: The Agreement shall consist of the following:
 - a. This Agreement;
 - b. Exhibit A – Legal description;
 - c. Any properly executed amendments.
26. Notices: Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or when notice is received after being deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

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

to Developer: White Shirts, L.L.C.
 Attn: Andy Kuntz
 211 E. Water Street
 Springfield, MO 65806

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

White Shirts, L.L.C.

(Signature)

(Printed Name)

(Title)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY OF REPUBLIC

David Cameron, City Administrator

Attest: Laura Burbridge, City Clerk

Approved as to Form:

Scott Ison, City Attorney

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Item 6.

LOT 3

1397

NEW LOCAL STREET

LOT 2

1055

LOT 1

46



AGENDA ITEM ANALYSIS

Project/Issue Name: 21-03 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into a Development Agreement with Garton 5, LLC, for Water Line Public Improvements to the Garton Business Park.

Submitted By: Andrew Nelson, Republic BUILDS Director

Date: January 12, 2021

Issue Statement

This agreement would allow the City Administrator to enter into a developer's agreement with Rankin Development, LLC to extend public watermain around the Garton 5 Lot in Garton Business Park.

Discussion and/or Analysis

Garton Business Park Lot 5 will be a similar warehouse type building as Garton lots 1, 2, and 3. During construction of Garton lot 3 the city extended water around the future building in anticipation of making the improvements shown in order to complete a looped water network around the two buildings, providing adequate fire protection to both.

The Developer will reimburse the City the cost of installation of the watermain. The Developer will also grant the City an easement to extend the main and loop the system along the west boundary of the property providing a stronger system and providing optimal flow for fire protection and water quality in the area.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH GARTON 5, LLC, FOR WATER LINE PUBLIC IMPROVEMENTS TO THE GARTON BUSINESS PARK

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, Garton 5, LLC (“Developer”) is the owner and developer of land in the Garton Business Park (“Garton Property”) area located in the City of Republic; and

WHEREAS, Developer is continuing to develop the Garton Property for future industrial purposes; and

WHEREAS, in order to continue development in the Garton Property, certain public improvements need to be constructed on the Garton Property; and

WHEREAS, a development agreement has been negotiated in which Developer will reimburse City the costs of installing approximately 1,035 linear feet of the public improvements on the Garton Property related to the water main needed by Developer for the Garton Property; and

WHEREAS, the Developer desires to enter into a development agreement with the City to formalize the terms of the public improvements of the Garton Property; and

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

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

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

BILL NO. 21-03


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:  Digitally signed by Scott Ison
Date: 2021.01.08 09:17:45
-06'00', Scott Ison, City Attorney

Final Passage and Vote: _____

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2021, by and between the City of Republic Missouri (“City”) and Garton 5, LLC., (“Developer”). City and Developer are sometimes referred to herein individually as the “Party” or collectively as the “Parties.”

WITNESSETH:

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

WHEREAS, Developer is a Missouri Limited Liability Company, and

WHEREAS, Developer is currently the owner of or has a valid contract to purchase real property in the City of Republic commonly located in the Garton Business Park, legally described in Exhibit A attached hereto and incorporated by reference into this Agreement, (“Property”), and is in the process of developing an industrial area on the Property in order to facilitate new commercial development, and

WHEREAS, the Parties have recognized the opportunity for development on the Property to facilitate future growth in the City, and

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

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

WHEREAS, City has previously partnered with Developer on other similar development agreements in the Garton Business Park, and

WHEREAS, the purpose of this Agreement is to memorialize the Parties respective responsibilities for public improvements on the Property in order to develop the Property as defined in this Agreement.

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

1. Ability to Contract: Developer warranty they have the ownership interest in the Property required to enter into this Agreement and fulfill the terms contained herein.
2. Public Improvements:
 - a. Work under this Agreement: In exchange for Developer’s promises herein, the City agrees that it shall provide for, arrange, construct, complete, plan, or

coordinate the public improvements ("Public Improvements") as described in this Agreement.

- b. Construction Period and Cost Estimates: The Parties agree that the City's construction period will be completed no later than May 1, 2021 ("Construction Period"), provided the Developer has completed all of the necessary improvements required by City to be installed prior to March 1, 2021, for the Public Improvements contained in this Agreement. City has provided Developer with a cost estimate in Exhibit D, attached hereto and incorporated by reference into this Agreement ("Cost Estimate"). Any Estimated Costs provided by City to Developer shall not be binding on the Parties. The actual costs incurred by City in Paragraph 3 shall be the amount Developer will reimburse to City under this Agreement. Nothing contained herein shall be construed to restrict the City's right to construct the Public Improvements at any time prior to the expiration of the Construction Period or continue constructing the Public Improvements after the Construction Period so long as the City is making substantial and continuing progress toward completion of the Public Improvements. Further, the Construction Period shall be extended as necessary to accommodate delayed progress of the Public Improvements due to changes in work, any act or omissions of Developer or its employees, agents, or representatives that are contrary to this Agreement or any other cause that is not reasonably foreseen or beyond the control of City, its subcontractors, or suppliers including, but not limited to acts of God, acts of a government authority, natural or manmade disaster, delay in the transportation or shortages of materials or equipment, abnormal weather conditions or labor disputes.
- c. Road Improvements: Not applicable under this Agreement.
- d. Utilities: On or before the expiration of the Construction Period and as part of the Public Improvements, the City hereby agrees to assist in the planning, coordination, or installation of the following utility improvements ("Utility Improvements"):
- i. Water Public Improvements: City shall plan, coordinate, and install all necessary water lines, systems, and facilities, according to the final engineering plans as contained in Exhibit B and Exhibit C, attached hereto and incorporated by reference into this Agreement, as determined by the City and Developer, for the City to provide potable water service to the Property having sufficient capacity to meet the anticipated demand for uses permitted under the then-current Property zoning classification, including the looping of any water system as deemed necessary by the City. The water main shall be determined in the Final Plans. The water main on the Property shall be located within the utility easements granted by Developer pursuant to the Easement Section in this Agreement. Said water main shall be installed concurrently with the construction of the Road Improvements and the City agrees to provide said water service to the Property no later than

the expiration of the Construction Period. The City and Developer shall work together to plan and coordinate the installation of such water service infrastructure, including, without limitation, determining the location(s) on the Property that future users shall tap into said water main.

- ii. Sanitary Sewer Public Improvements: Not applicable under this Agreement.
 - iii. Storm Water Public Improvements: Not applicable under this Agreement.
 - iv. Electricity: Not applicable under this Agreement.
 - v. Gas: Not applicable under this Agreement.
 - vi. Telecommunication: Not applicable under this Agreement.
 - e. Other Public Improvements: Not applicable under this Agreement.
 - f. Work Performed: City will be the sole judge of the work needed to be performed to complete this Agreement, including but not limited to the work to be performed, the contractors or subcontractors hired to do the work, the engineer hired, the construction methods used, the location of the work, equipment used, the quality of the work, and the selection of the materials and supplies to be used.
 - g. Site Access: Developer and its representatives shall have access at all times to the worksite and shall provide sufficient competent personnel to visit and inspect the work site during the course of this Agreement to determine the work and manner of it being performed. City, its workers, subcontractors, suppliers, and representatives shall have access at all times to the worksite.
3. Costs of the Public Improvements:
- a. Engineering Plans: Developer shall be responsible for all costs for the engineering plans and/or construction drawings for the Public Improvements subject to this Agreement. Any engineering plans and/or construction drawings are subject to rejection, revision, or approval by City as reasonably necessary, in the City's opinion, to complete the Public Improvements in this Agreement.
 - b. Road Improvements: Not applicable under this Agreement.
 - c. Utility Public Improvements:
 - i. Water Public Improvements: City will initially pay the cost of the Water Improvements subject to this Agreement. Although City will initially pay for the Water Improvements under this Agreement, Developer agrees to reimburse City for its actual costs of the Water Improvements as outlined in this Agreement. The Parties agrees the actual costs to be reimbursed to City by Developer for the Water Improvements shall include the actual costs incurred by the City for the material expenses of the Water Improvements and the actual expenses incurred by the City for the labor of City and non-City employees including contractors and subcontractors, City and non-City equipment and tool rental, utilities, transportation, taxes, local, state, and federal public works laws and regulations and, all other services and

facilities necessary for the execution and completion of the Public Improvements to the Water pursuant to this Agreement.

- ii. Sanitary Sewer Public Improvements: Not applicable under this Agreement.
 - iii. Storm Water Public Improvements: Not applicable under this Agreement.
 - iv. Electrical, Gas, Telecommunication: All costs related to Electrical, Gas, and Telecommunication for the Property shall be the responsibility of the Developer.
- d. Other Public Improvements: Not applicable under this Agreement.
- e. Invoicing: City will invoice Developer once materials have been purchased and/or work has started under this Agreement on or about the 15th day of every month for the actual costs incurred by City for expenses allowed under this Agreement. Developer shall have twenty days following receipt of any such invoice to obtain the reasonable approval of such invoice from its engineer, and twenty days thereafter to pay the City such approved invoice. Lien waivers executed by any non-City payee shall be delivered to Developer at the same time Developer pays City in accordance with the above. If Developer does not pay any invoice from City to Developer in accordance with the above, City has the right to stop all work under this Agreement. Developer will be allowed to keep a twenty percent retainage on all materials billed by City to Developer. Said retainage will be noted by City in invoices sent to Developer and tracked by City. Said retainage will be completely payable by Developer to City after the Public Improvements are installed by City and after invoiced by City and payable under this Paragraph.
- f. City Administrative Personnel: City will not invoice or attempt to collect any payment from Developer under this Agreement for the labor costs of City's administrative personnel which include the City Administrator, Public Works Director, human resource personnel, or finance personnel. Further, City agrees not to bill Developer under this Agreement for labor costs of the City Attorney unless allowed under Paragraph 12.
- g. Purchasing Policy: City will use the current Purchasing Policy approved by the City Council and associated Administrative Policies in order to facilitate request for proposals, request for qualifications, request for bids, or written quotes to determine the lowest price qualified provider of materials and/or services. City will abide by all local, state, and federal laws and regulations, including those regarding public works projects. Developer will be provided by City with all bids and/or quotes once they are opened in accordance with applicable law. Once the bids and/or quotes are provided to Developer, it will have three business days to provide City in writing with any legally justifiable reason why the lowest bidder pursuant to the current Purchasing Policy approved by the City Council or associated Administrative Policies would not be acceptable. If Developer provides City with

a legally justifiable reason in writing why the lowest bidder is not the most responsible or responsive bidder, City will move to the next lowest responsible bidder as determined by the Parties.

- h. Funds Deposits: Developer agrees that any funds remitted to City under this Agreement may be commingled by the City with other funds deposited by the City from other sources. Further, any funds remitted by the Developer will gain no interest, and the City shall determine where said funds are to be deposited.
4. Prior Agreement: Unless specifically set forth herein, this Agreement shall not be construed to relieve any Party of any obligations of the Parties under any prior written Agreements entered by and between the Parties.
5. Ownership in Work: Developer will have and will gain no ownership or other interest in Public Improvements in this Agreement.
6. Easements: Developer agrees to execute any easements and/or rights-of-way reasonably required by City in order to perform the work contemplated by this Agreement and in order for City to provide future maintenance on said work on the property after the work is completed. Said easements will be provided by Developer to City at no cost and shall be made before the City commences work under this Agreement. The Parties agree that City may need further easements and/or rights-of-way that allow for the extension of the Public Improvements contained in this Agreement. The Parties agree to negotiate in good faith to allow City to acquire further easements from Developer to extend the Public Improvements to adjoining properties in the future. Should any easements and/or rights-of-way under this Agreement not be in use and no longer necessary for the Parties to complete the planned development contemplated by this Agreement, the City agrees to take all steps necessary to vacate said easements and/or rights-of-way within 90 days of being notified by the Developer, of its desire to vacate the easements and/or rights-of-way executed pursuant to this Agreement. The Parties agree and understand such vacation requires multiple steps, including a public hearing, a hearing and recommendation before the City's Planning and Zoning Commission, and approval by the City Council through an Ordinance.
7. Conflict of Interest: No salaried officer or employee of the City, and no member of the City Council, shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
8. Entire Agreement: This Agreement contains the entire Agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements unless excluded herein. This Agreement may not be modified or amended other than in writing as agreed to by the Parties.
9. Default by Developer and Termination: If through any cause, Developer shall fail to fulfill in timely and proper manner their obligations under this Agreement, become insolvent, or if they violate any of the covenants, agreements or stipulations of this Agreement, the City shall deliver written notice of the same to Developer and if such failure or violation is not

cured within thirty days thereafter (or such longer period of time as is reasonably necessary so long as Developer begins to cure such failure or violation within such thirty-day period and thereafter diligently pursues the same to completion), the City shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If City elects to terminate under this provision, Developer shall be responsible to City for all of City's actual costs in the Public Improvements allowed in this Agreement up to and including the date of termination.

10. Default by City and Termination: If through any cause the City shall fail to fulfill in timely and proper manner City's obligations under this Agreement, become insolvent, or if City violates any of the covenants, agreements or stipulations of this Agreement, the Developer shall deliver written notice of the same to City, and if such failure or violation is not cured within thirty days thereafter (or such longer period of time as is reasonably necessary so long as City begins to cure such failure or violation within such thirty-day period and thereafter diligently pursues the same to completion), then Developer shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If Developer elects to terminate under this provision, Developer shall be responsible to City for all of City's actual costs in the Public Improvements allowed in this Agreement up to and including the date of termination. Termination of this Agreement shall be the sole remedy for any default by City under this Agreement.
11. Jurisdiction and Venue: This Agreement shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri.
12. Dispute: In the event the City is the prevailing party in any litigation arising out of or relating to this Agreement, the City shall be entitled to all reasonable attorneys' fees and expenses incurred.
13. Liability: Nothing in this Agreement shall be construed to create any liability on behalf of the City for any direct, special, indirect, liquidated, or consequential damages. Developer agrees that the type of work to be performed under this Agreement will cause damage to the Property, and Developer agrees the City shall not be liable for any damages caused to the Property outside of that necessary to complete the Public Improvements contemplated by this Agreement.
14. Independent Contractor: The Parties to this Agreement are separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties.
15. Execution: The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the

Electronic Signatures in Global and National Commerce Act (“ESIGN”). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.

16. Survival: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns as provided in this Agreement. The Parties acknowledge and agree that the rights and benefits afforded Developer under this Agreement shall run with the Property and shall be enforceable by and for the benefit of any and all successor owners of the Property without further consideration to or consent by the City. The Parties acknowledge and agree that at the request of any Party, a memorandum of this Agreement shall be duly executed by the Parties and recorded in the real estate records of Greene County, Missouri; provided, however, this Agreement shall be binding and enforceable as between the City and any current or future owner of the Property without recording thereof.
17. Headings: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
18. Whereas Clauses: The “Whereas” clauses stated above are incorporated herein by reference.
19. Assignment: This Agreement may not be assigned by any Party without the prior written consent of the other Parties.
20. Sovereign Immunity: In no event shall any language or requirement in this Agreement be construed as or constitute a waiver or limitation of City’s defenses regarding sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.
21. Severability Clause: A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.
22. Contingent Upon Funds and Approval: This Agreement is contingent upon the City having sufficient funds available for the subject of this Agreement. Developer shall have no right of action against City in the event City is unable to perform its obligations under this Agreement as a result of insufficient funds. Further, this Agreement is subject to and conditioned upon approval by ordinance by the City Council.
23. Supplemental Agreements/Additional Action: The Parties agree to cooperate fully, to execute any supplemental agreements, and to take all additional actions that may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
24. Waiver: The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.
25. Contract Documents: The Agreement shall consist of the following:

- a. This Agreement;
 - b. Exhibit A – Legal description;
 - c. Exhibit B – Final Waterline Engineering Plans;
 - d. Exhibit C – Final Waterline Engineering Plans with Public Utilities to be installed highlighted;
 - e. Exhibit D – Cost Estimate;
 - f. Any properly executed amendments.
26. Notices: Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or when notice is received after being deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

to the City: City of Republic, Missouri
 ATTN: City Administrator
 213 North Main Street
 Republic, Missouri 65738

to Developer: Garton 5, LLC
 ATTN: Thomas B. Rankin
 2808 S. Ingram Mill, A100
 Springfield MO 65804

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Garton 5, LLC

(Signature)

(Printed Name)

(Title)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY OF REPUBLIC

David Cameron, City Administrator

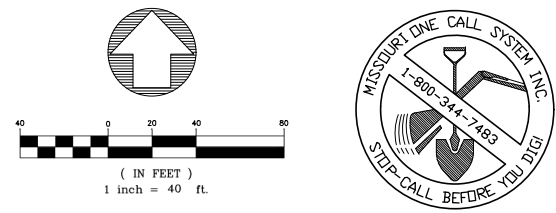
Attest: Laura Burbridge, City Clerk

Approved as to Form:

Scott Ison, City Attorney

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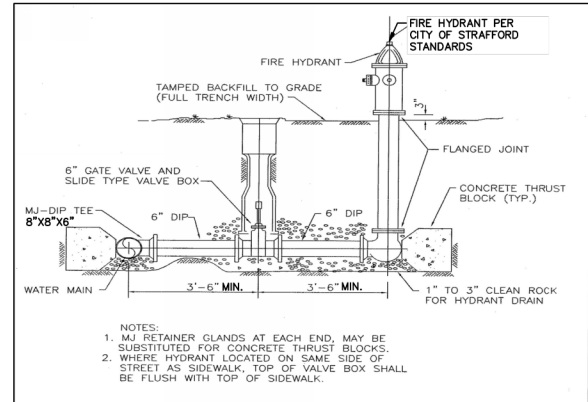
Item 7.



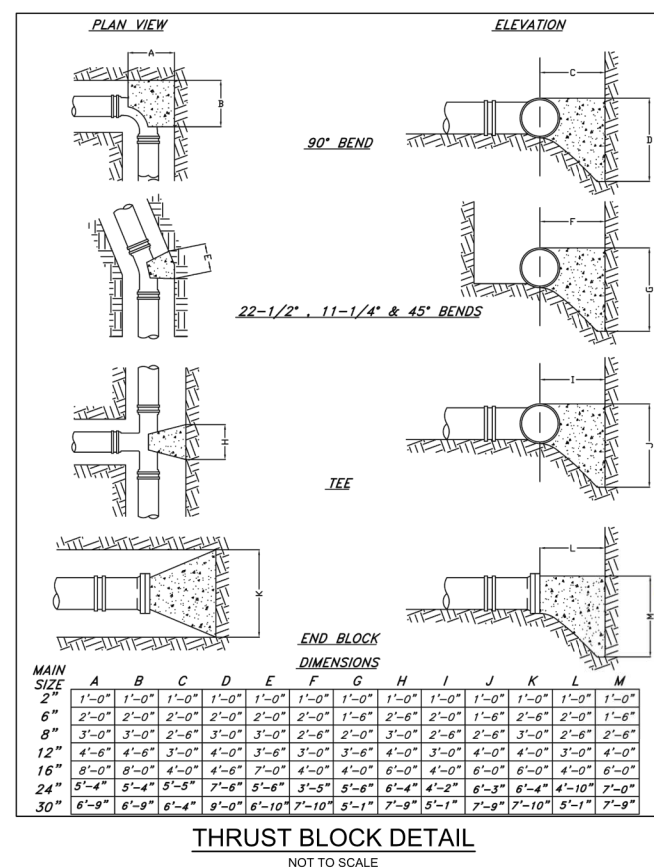
APPROXIMATE QUANTITIES:

1035	LF	8" WATER MAIN (CLASS 200 SDR-21 PVC)
3	EA	FIRE HYDRANT ASSEMBLY (INCLUDING TEE, VALVE, APPURTENANCES, ETC.)
113.5	LF	6" DUCTILE IRON PIPE

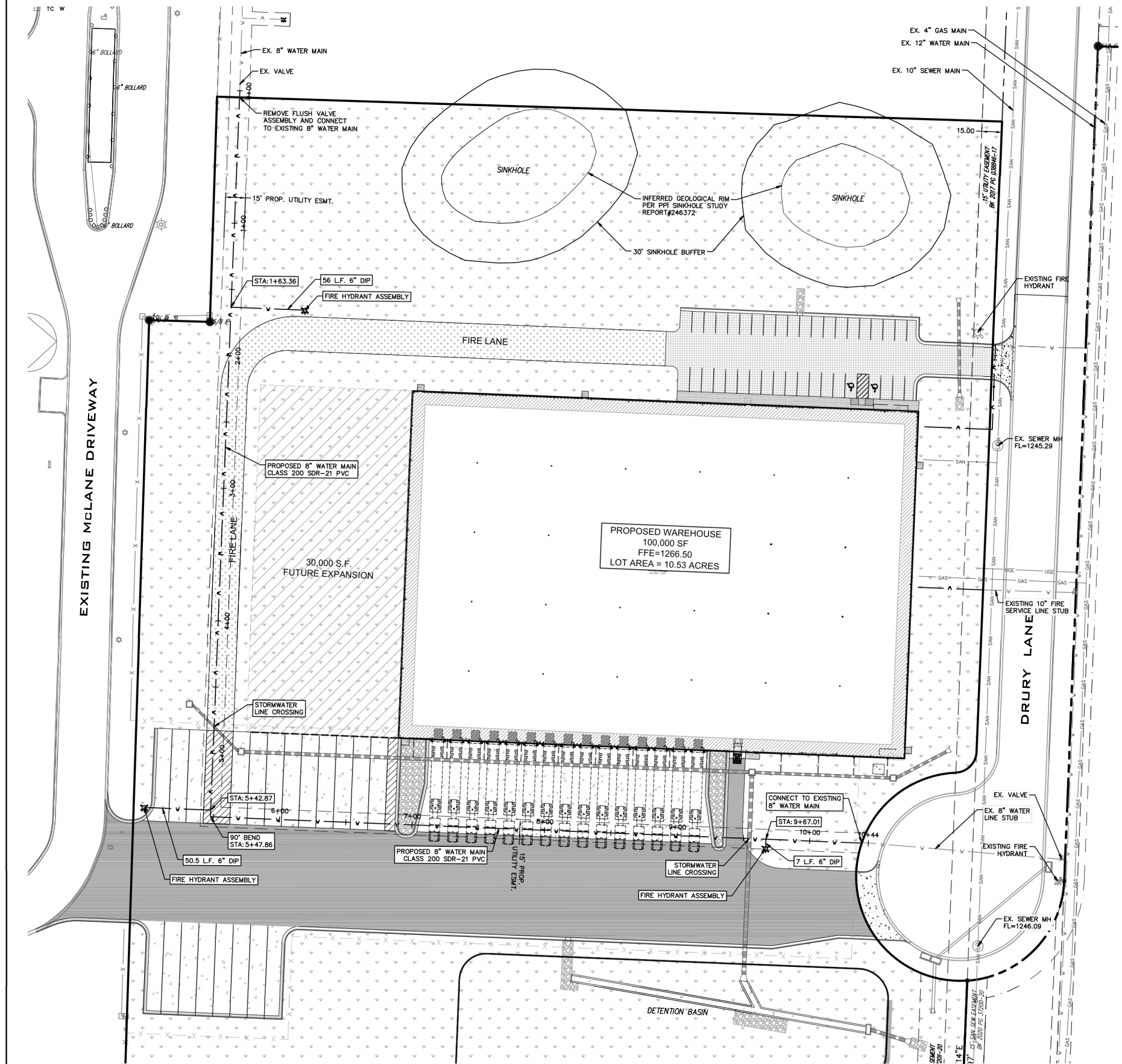
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 - MINIMUM DEPTH OF COVER OVER TOP OF PIPE SHALL BE 42 INCHES.



FIRE HYDRANT ASSEMBLY
NOT TO SCALE



THRUST BLOCK DETAIL
NOT TO SCALE



DATE: _____ BY: _____

REVISIONS:

SCALE: 1" = 40'	FIELD BY: TS, JS
	DRAWN BY: RS
	CHECKED BY: LEE

WATER MAIN PLAN

MCLANE WAREHOUSE

2893 NORTH DRURY LANE
REPUBLIC, MO, 65738

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

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

Engineering with Integrity

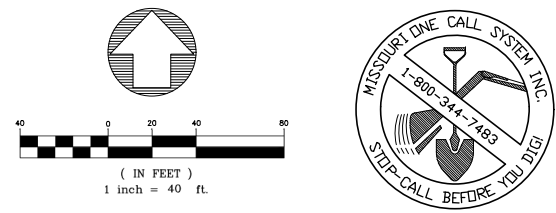
DATE: 2020-12-21

SHEET: WT-1

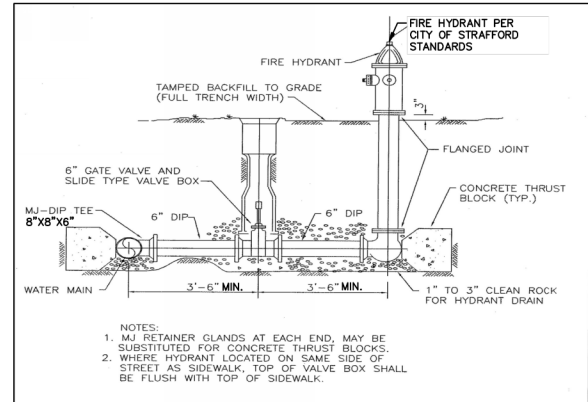
PROJECT: 20

FILE: 020 - Mclane Site.dwg

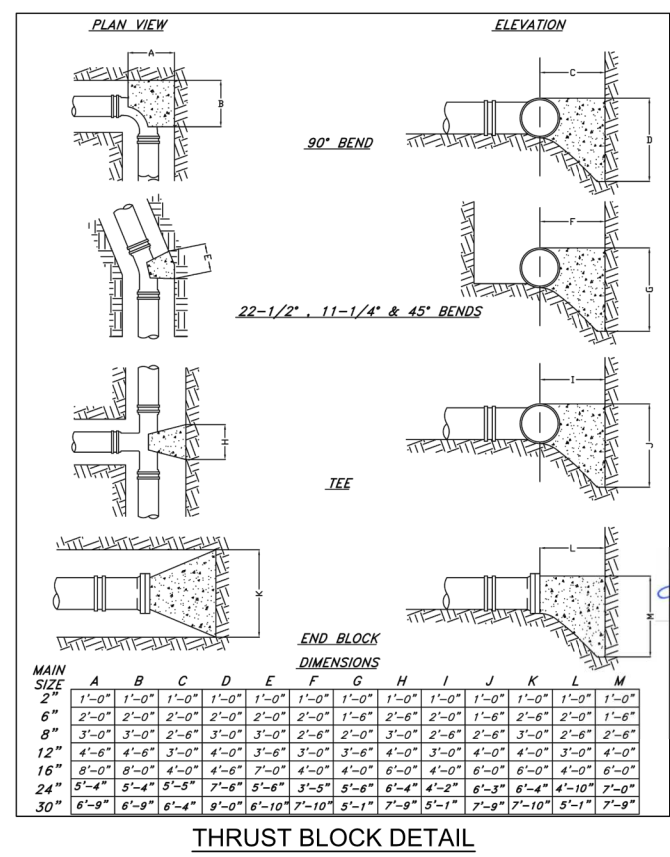
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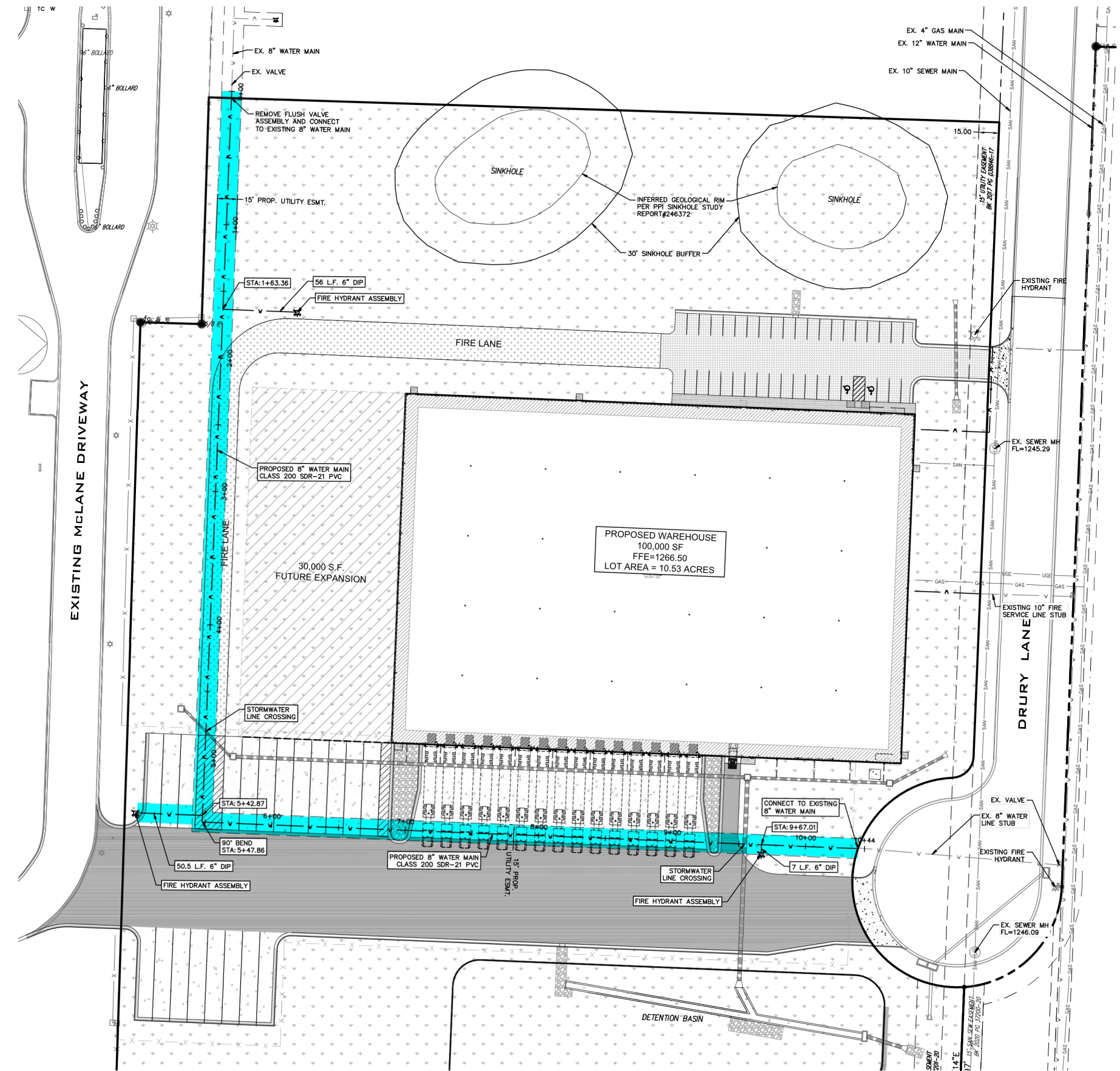
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SCALE: 1" = 40'	FIELD BY: TS, JS
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WATER MAIN PLAN

MCLANE WAREHOUSE

2893 NORTH DRURY LANE
REPUBLIC, MO, 65738

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

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

Engineering with Integrity

LEE ENGINEERING & ASSOCIATES, L.L.C.

DATE: 2020-12-21

SHEET: WT-1

PROJECT: 20

FILE: 020 - Mclane Site.dwg

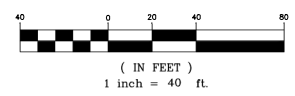
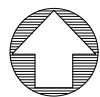


R E P U B L I C
BUILDS
Public Works • Community Development

Garton 5 Water Main Estimate

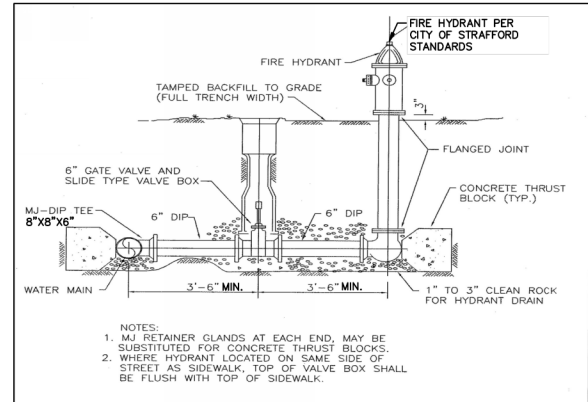
Gravel.....	\$7,000
Materials.....	\$21,400
Equipment.....	\$14,300
Labor.....	\$6,500
	Total.....\$49,200

This is just an estimate, developer will be responsible for paying actual cost of construction.

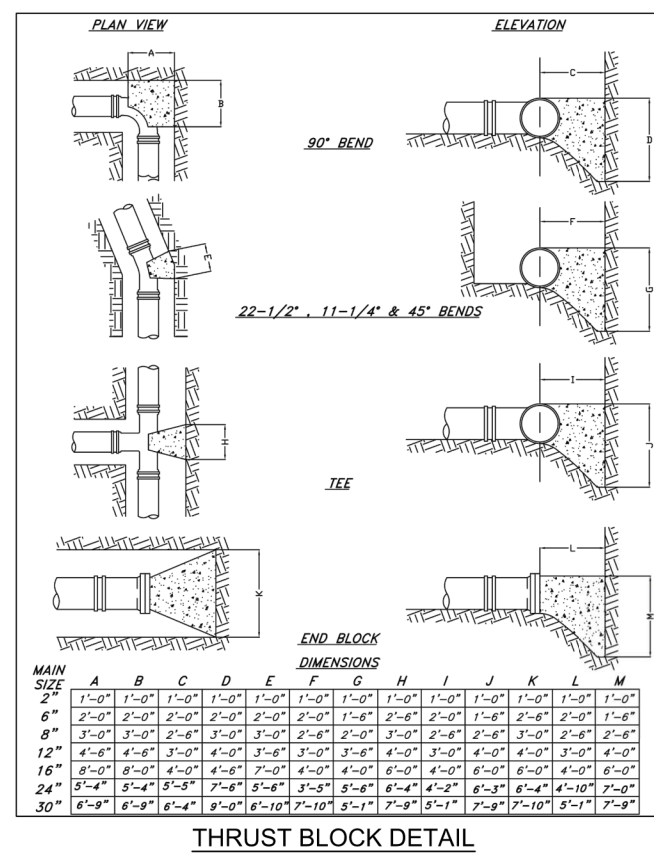


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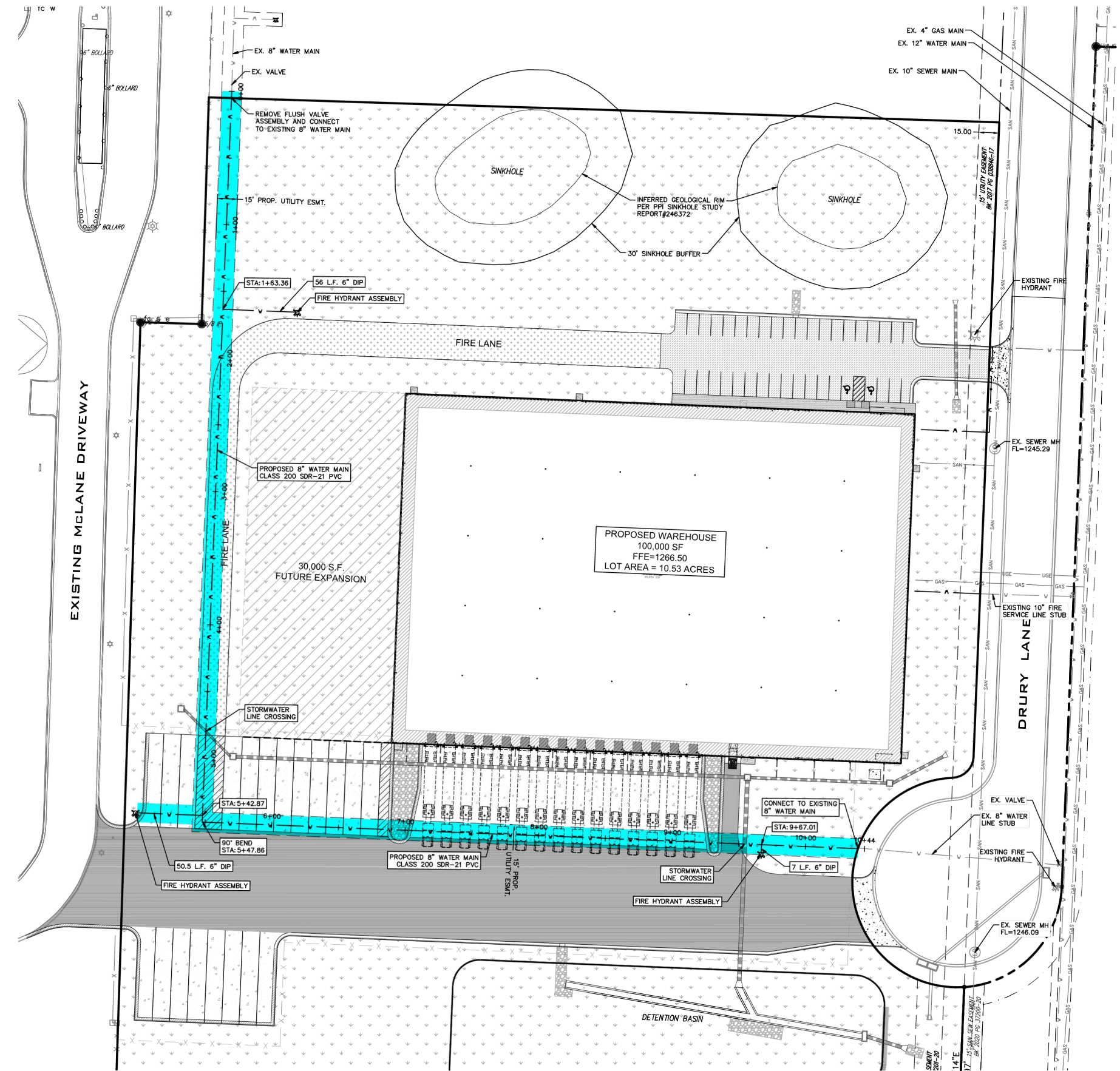
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