



## AGENDA

### City Council Special Session Meeting Online Zoom Meeting March 22, 2022 at 5:00 PM

**Matt Russell, Mayor**  
Eric Gerke, Ward I  
Garry Wilson, Ward II  
Christopher Updike, Ward III  
Jennifer Mitchell, Ward IV  
  
Eric Franklin, Ward I  
Gerry Pool, Ward II  
Shane Grooms, Ward III  
Jim Deichman, Ward IV

#### Call Meeting to Order

Join Zoom Meeting

<https://us02web.zoom.us/j/4476275349>

Meeting ID: 447 627 5349

One tap mobile

301-715-8592, 447-627-5349

312-626-6799, 447-627-5349

#### Opening Prayer

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

#### Citizen Participation

#### Other Business (Resolutions)

1. 22-R-17 A Resolution of the City Council Authorizing the City Administrator to Execute a Cost Share Agreement for Identifying a Regional Broadband Consultant.

#### 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.**



## AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-17 A Resolution of the City Council Authorizing the City Administrator to Execute a Cost Share Agreement for Identifying a Regional Broadband Consultant.

Submitted By: David Cameron, City Administrator

Date: March 22, 2022

### Issue Statement

To discuss entering into a cost share agreement to identify a regional broadband consultant.

### Discussion and/or Analysis

City Utilities of Springfield has initiated a Regional Broadband Partnership with local counties and municipalities to explore the opportunity to improve broadband high-speed internet options for the region. The following cities and counties have been identified to participate in this study:

Christian County  
Nixa  
Ozark  
Republic  
Strafford  
Willard  
Greene County

City Utilities is charging each partner with a flat fee of \$20,000.00. This is a first step among these municipalities for City Utilities to be the party for finding a qualified broadband consultant. This agreement is not to exceed \$20,000.00 but the estimated contribution for Republic is estimated at \$1521.77 of the flat fee.

### Recommended Action

Staff recommends approval of this agreement.

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A COST SHARE AGREEMENT FOR IDENTIFYING A REGIONAL BROADBAND CONSULTANT**

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

**WHEREAS**, the City has identified a group of surrounding municipalities and counties who share a mutual interest with the City in bringing high-speed broadband internet to their respective citizens, including Christian County, Nixa, Ozark, Strafford, Willard and Greene County (in addition to Republic); and

**WHEREAS**, the City has identified a corresponding opportunity to potentially cost-share with the aforementioned municipalities and counties in order to defray the cost to the City of bringing such utilities to Republic; and

**WHEREAS**, City Utilities of Springfield (“CU”) has initiated a Regional Broadband Partnership with the aforementioned municipalities and counties and proposed a Cost Share Agreement for Identifying a Regional Broadband Consultant, pursuant to which CU would, on behalf of the aforementioned municipalities and counties, identify a qualified broadband consultant in exchange for a flat fee of \$20,000, to be divided amongst the participants in a pro rata allocation based on pre-determined household/population figures; and

**WHEREAS**, the total cost to the City for CU’s services under the cost share agreement would be approximately \$1,521.77; and

**WHEREAS**, the Council finds it is in the best interest of the City to authorize the City Administrator to enter into the cost share agreement with CU and other participants, as it would minimize cost to the City while maximizing potential benefit to the City in providing various high-speed internet options to the citizens.

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

- Section 1. The City Administrator, or designee on behalf of the City, is authorized to enter into the Cost Share Agreement for Identifying a Regional Broadband Consultant with CU and the other named participants.
- Section 2. The City Administrator, or designee, on behalf of the City, is authorized to take the necessary steps to execute the Cost Share Agreement.
- Section 3. The whereas clauses are hereby specifically incorporated herein by reference.
- Section 4. This Resolution shall become effective on and after the date of passage and approval as provided by law.

**PASSED AND APPROVED** at a special session meeting of the City Council of the City of Republic, Missouri, this 22<sup>nd</sup> day of March 2022.

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

**Attest:**

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

**Approved as to Form:**

*Megan E. McCullough*  
\_\_\_\_\_  
Megan McCullough, City Attorney

**COST SHARE AGREEMENT**  
**FOR IDENTIFYING A**  
**REGIONAL BROADBAND CONSULTANT**

**THIS AGREEMENT** (“Agreement”) is made and entered into on April 1, 2022 (the “Effective Date”), regardless of when the contract is actually signed, by and between the parties defined below (collectively referred to as “Partners”) and the City Utilities of Springfield, Missouri, the contractor.

**WITNESSETH:**

**WHEREAS**, the Partners have mutual interest in exploring an opportunity to improve their local community’s health, safety, and welfare by combining efforts, funds, and opportunities to improve access to broadband high-speed internet throughout the regions served by the Partners.

**WHEREAS**, the first step in such exploration is finding a broadband consultant who can assist the Partners in achieving the goal set out above.

**WHEREAS**, City Utilities of Springfield, Missouri has experience in the selection of such a broadband consultant and is willing to assist the Partners in finding a consultant who can help them achieve the goal set out above.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements herein contained, the Parties agree as follows:

1. Parties to the Agreement. The following entities are the Partners as defined in this Agreement (in alphabetical order).
  - 1.1 Christian County Missouri, by and through the Commissions of Christian County Missouri (“Christian County”).
  - 1.2 City of Nixa, Missouri (“Nixa”).
  - 1.3 City of Ozark, Missouri (“Ozark”).
  - 1.4 City of Republic, Missouri (“Republic”).
  - 1.5 City of Strafford, Missouri (“Strafford”).
  - 1.6 City of Willard, Missouri (“Willard”).
  - 1.7 Greene County Missouri, by and through the Commissioners of Greene County, Missouri (“Greene County”).
  
2. Contractor and Work.
  - 2.1 City Utilities of Springfield, Missouri (“City Utilities”) will serve as a contractor to the Partners for the purpose of assisting in finding a qualified broadband feasibility consultant to conduct a feasibility analysis to improve access to broadband high-speed internet throughout the regions served by the Partners.

- 2.2 City Utilities will utilize its' procedures for obtaining professional services, obtain informal quotes from at least three (3) qualified broadband feasibility consultants, provide all such quotes to the Partners, and make a recommendation to the Partners as to which consultant it feels would be best suited for the project.
  - 2.3 City Utilities will endeavor to complete the work described in section 2.2 above within four months or as soon as practically possible.
  - 2.4 City Utilities shall not be responsible in any way any work performed by the selected broadband feasibility consultant.
3. Cost. For the services described above, City Utilities shall charge a flat fee of twenty thousand dollars (\$20,000).
  4. Billing. City Utilities shall submit a bill for services rendered upon completion of the work and the parties shall each pay their portion of the bill within sixty (60) calendar days.
  5. Cost Allocation. For the work performed by City Utilities, each Partner will pay to City Utilities the amount shown as their proportional share on Exhibit A under the column titled “% of \$20K NTE.” The Partners shall not be jointly liable for any other Partner’s share.
  6. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with Missouri law. Venue shall be proper in accordance with Missouri law.
  7. Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the subject matter hereof and supersedes any other agreements, written or oral, between the Parties concerning such subject matter.
  8. Modification. No modification of the terms and provisions of this Agreement shall be or become effective except by written amendment executed by the parties.
  9. Authority. Each party represents that it has the necessary corporate, legal, and regulatory authority to enter into this Agreement and to perform each and every duty and obligation imposed therein. Each individual affixing a signature to this Agreement represents and warrants that he or she has been duly authorized to execute this Agreement on behalf of the party he or she represents, and that by signing the Agreement, a valid, binding and enforceable legal obligation of said party has been created.

**REMAINDER OF PAGE INTENTIONALLY  
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SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative.

**Christian County**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**Christian County**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**Christian County**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**Christian County Auditor**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**Approved as to Form (Christian County)  
Christian County Counselor**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**City of Nixa**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**Approved as to Form (City of Nixa)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**City of Ozark**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**Approved as to Form (Ozark)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**City of Republic**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**Approved as to Form (City of Republic)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**City of Strafford**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**Approved as to Form (City of Strafford)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**City of Willard**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**Approved as to Form (City of Willard)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**Greene County Commissioner**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**Greene County Commissioner**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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



**Greene County Commissioner**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**Approved as to Form  
Greene County Counselor**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**City Utilities of Springfield, Missouri**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**Greene County Auditor**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**Approved as to Form  
(City Utilities of Springfield, Missouri)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

EXHIBIT A  
Cost share

For the work performed by City Utilities, each Partner will pay to City Utilities the amount shown as their proportional share on Exhibit A under the column titled “%of \$20K NTE” except that:

- Christian County will also be responsible for paying the shares of the following cities: Fremont Hills, Sparta, Saddlebrook, Highlandville, Clever and Billings; and
- Greene County will also be responsible for paying the shares of the following cities: Walnut Gove, Ash Grove, Fair Grove, Rogersville and Battlefield.

County	Address (Count)	% of total	% of \$20K NTE
Greene County	41,717	42.42%	\$ 8,484.84
Christian County	16,972	17.26%	\$ 3,451.94

Municipalities	Address (Count)	% of total	
Willard	2,174	2.21%	\$ 442.17
Walnut Grove	379	0.39%	\$ 77.09
Ash Grove	717	0.73%	\$ 145.83
Fair Grove	820	0.83%	\$ 166.78
Rogersville	48	0.05%	\$ 9.76
Strafford	1,119	1.14%	\$ 227.59
Republic**	7,482	7.61%	\$ 1,521.77
Battlefield*	2,437	2.48%	\$ 495.66
Fremont Hills	458	0.47%	\$ 93.15
Nixa	10,441	10.62%	\$ 2,123.60
Sparta	908	0.92%	\$ 184.68
Saddlebrooke	160	0.16%	\$ 32.54
Ozark	10,218	10.39%	\$ 2,078.24
Highlandville	484	0.49%	\$ 98.44
Clever	1,210	1.23%	\$ 246.10
Billings	589	0.60%	\$ 119.80
<b>Total:</b>	<b>98,333</b>	<b>100.00%</b>	<b>\$ 20,000.00</b>

\* A part of Battlefield is already served by City Utilities for broadband services

\*\* A small part of Republic is in Christian County