



## AGENDA

### City Council Meeting Municipal Court Building, 540 Civic Blvd May 16, 2023 at 6:00 PM

**Matt Russell, Mayor**  
Eric Gerke, Ward I  
Garry Wilson, Ward II  
Christopher Updike, Ward III  
  
Eric Franklin, Ward I  
Gerry Pool, Ward II  
Brandon Self, Ward III  
Clint Gerlek, Ward IV

#### Call Meeting to Order

#### Opening Prayer

#### Pledge of Allegiance

#### Mayor's Announcements

1. Recognition of Sue Carter's National Award for her Work Along the MM Corridor.
2. Appoint Jeremy Mathis to the Board of Adjustment for a five-year term.

#### Citizen Participation

#### Consent Agenda

3. Approve April 11, 2023 City Council Minutes.
4. Approve May 2, 2023 City Council Workshop Minutes.
5. Approve Vendor List.
6. 23-R-29 A Resolution of the City Council Authorizing the City Administrator to Execute Change Orders to an Agreement with Kenton Brothers Locksmiths, Incorporated for Installation and Integration of the Gallagher Access Control System.

#### Board, Commission, and Committee Schedule

Board of Adjustment Meeting	June 1, 2023
City Council Meeting	June 6, 2023
Planning & Zoning Meeting	June 12, 2023
City Council Meeting	June 20, 2023

#### Old Business and Tabled Items

7. 23-14 An Ordinance of the City Council Vacating Approximately Eight Thousand Four Hundred and Forty-Three (8,443) Square Feet of Unoccupied Utility Easements at the 3000 Block of East Sawyer Road (VACA-003).
8. 23-15 An Ordinance of the City Council Vacating Approximately Five Hundred Thirty Seven (537) Square Feet of Utility Easement Owned by Republic 63, LLC at the 3000 Block of East Sawyer Road (VACA-004).

#### New Business (First Reading of Ordinances)

9. 23-16 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately One Point Two Eight (1.28) Acres of Real Property Located at 1358 E. U.S. Highway 60, from Local Commercial District (C-1) and General Commercial District (C-2) to General Commercial District (C-2).

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 417-732-3101 at least three days prior to the scheduled meeting. **All meetings are recorded for public viewing.**

## **Other Business (Resolutions)**

[10.](#)23-R-30 A Resolution of the City Council Approving a Preliminary Plat for Greenfield Estates, a Residential Subdivision Consisting of Approximately 23.48 Acres Located near 7628 West Farm Road 174 in Republic, Missouri.

[11.](#)23-R-31 A Resolution of the City Council Authorizing Disposal of Approximately 0.3 Acres of City-Owned Real Property Located at 325 West Mill Street and Authorizing the City Administrator to Execute the Necessary Documentation to Effect Sale of the Property to the Highest Bidder Danny Lambert.

[12.](#)23-R-32 A Resolution of the City Council Authorizing the City's Purchase of Approximately 9.9 Acres and Authorizing the City Administrator to Execute the Real Estate Sale Agreement and Other Necessary Documents to Complete Such Purchase.

## **Finance Report**

### **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 610.021.12 Any documents related to a negotiated contract until a contract is executed. Closed session. Closed vote. Closed record.
3. RSMo 610.021.3 Hiring, firing, promotion, or disciplining personnel. Closed session. Closed vote. Closed record.
4. RSMo 610.021.13 Individually identifiable personnel records, performance ratings or records pertaining to employees. Closed session. Closed vote. Closed record.

## **Adjournment**



# CERTIFICATE OF APPOINTMENT

to

**Board of Adjustment**

***Jeremy Mathis***

**By The Republic City Council**

**Date of Appointment**

**May 16, 2023-May 15, 2028**

---

**Matt Russell**

**Mayor**



**Matt Russell, Mayor**  
Eric Gerke, Ward I  
Garry Wilson, Ward II  
Christopher Updike, Ward III  
  
Eric Franklin, Ward I  
Gerry Pool, Ward II  
Brandon Self, Ward III  
Clint Gerlek, Ward IV

**MINUTES**  
**City Council Meeting**  
**Municipal Court Building, 540 Civic Blvd**  
**April 11, 2023 at 6:00 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 6:00 p.m. Council Members present included Eric Franklin, Garry Wilson, Eric Gerke, Chris Updike, Brandon Self, and Gerry Pool. Others in attendance were: City Administrator David Cameron, Deputy City Administrator Andrew Nelson, City Attorney Megan McCullough, BUILDS Administrator Karen Haynes, Police Chief Brian Sells, Police Major Jamie Burks, Associate Planner Patrick Ruiz, Assistant Parks and Recreation Director Jennafer Mayfield, Athletics Administrator Garrett Cline, Assistant BUILDS Administrator Garrett Brickner, Fire Chief Duane Compton, Chief of Staff Lisa Addington, Assistant City Administrator/Parks and Recreation Director Jared Keeling, City Clerk Laura Burbridge, Finance Director Bob Ford, and IT Director Chris Crosby.

**Opening Prayer**

Opening prayer was led by City Administrator David Cameron.

**Pledge of Allegiance**

The Pledge of Allegiance was led by Mayor Matt Russell.

**Citizen Participation**

Mayor Russell opened citizen participation at 6:00 p.m. James Spillers, 2127 E. Haley St. thanked David, Karen, and Garrett for meeting with him to speak his grievance. Mr. Spillers added he called Chief Sells, who resolved the situation. Mayor Russell closed citizen participation at 6:02 p.m.

**Election of Mayor Pro Tem**

Council Member Self motioned to elect Council Member Gerke as Mayor Pro Tem. The vote was 5 Aye-Pool, Updike, Wilson, Self, and Gerke. 1 Nay-Franklin. Motion Carried.

**Consent Agenda**

Motion was made by Council Member Updike and seconded by Council Member Franklin to approve the consent agenda. The vote was 6 Aye-Franklin, Gerke, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

1. Approve March 21, 2023 City Council Minutes.
2. Approve March 2, 2023 City Council Work Session Minutes (Supervisor's Meeting).
3. Approve Vendor List.
4. 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.
5. 23-R-22 A Resolution of the City Council Awarding the Bid for Aquatic Center Filtration System Repairs to Walden Chemical, Inc. D/B/A Bluewater CAS.

### Board, Commission, and Committee Schedule

City Council Meeting-Cancelled	April 18, 2023
City Council Work Session 5:30 p.m.	May 2, 2023
City Council Meeting-Cancelled	May 2, 2023
Board of Adjustment Meeting-Cancelled	May 4, 2023
Planning & Zoning Meeting	May 8, 2023
City Council Meeting	May 16, 2023

### Old Business and Tabled Items

6. **23-12 An Ordinance of the City Council Vacating Approximately Six Thousand Nine Hundred and Twelve (6,912) Square Feet of Unoccupied Utility Easements in the Republic Storage LLC Subdivision.**

Motion was made by Council Member Pool and seconded by Council Member Updike to have the second reading of Bill 23-12 by title only. The vote was 6 Aye-Franklin, Gerke, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried. Patrick Ruiz was available to answer questions. Council Member Franklin motioned for the passage of Bill 23-12. Council Member Updike seconded. A roll call vote was taken digitally. The vote was 6 Aye-Franklin, Gerke, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

7. **23-13 An Ordinance of the City Council Amending Bill No. 21-54 by Approving Amendment of the Zoning Code and Official Map by Changing the Classification of Approximately Ninety-Two Point Eight Five Acres of Property Located at 3456 South Farm Road 101 from Stone Creek Falls Planned Development District (PDD) to Amended Stone Creek Falls Planned Development District (PDD).**

Motion was made by Council Member Pool and seconded by Council Member Updike to have the second reading of Bill 23-13 by title only. The vote was 6 Aye-Franklin, Gerke, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried. Patrick Ruiz was available to answer questions. Council Member Updike motioned for the passage of Bill 23-13. Council Member Wilson seconded. A roll call vote was taken digitally. The vote was 6 Aye-Franklin, Gerke, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

### New Business (First Reading of Ordinances)

8. **23-14 An Ordinance of the City Council Vacating Approximately Eight Thousand Four Hundred and Forty-Three (8,443) Square Feet of Unoccupied Utility Easements at the 3000 Block of East Sawyer Road (VACA-003).**

Motion was made by Council Member Pool and seconded by Council Member Franklin to have the first reading of Bill 23-14 by title only. The vote was 6 Aye-Franklin, Gerke, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried. Patrick Ruiz provided an overview of the bill. Mayor Russell reminded Council that this is a first read and to get with staff prior to the next meeting with any questions.

9. **23-15 An Ordinance of the City Council Vacating Approximately Five Hundred Thirty Seven (537) Square Feet of Utility Easement Owned by Republic 63, LLC at the 3000 Block of East Sawyer Road (VACA-004).**

Motion was made by Council Member Pool and seconded by Council Member Franklin to have the first reading of Bill 23-15 by title only. The vote was 6 Aye-Franklin, Gerke, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried. Patrick Ruiz provided an overview of the bill. Mayor Russell

reminded Council that this is a first read and to get with staff prior to the next meeting with any questions.

#### **Other Business (Resolutions)**

**10. 23-R-23 A Resolution of The City Council Authorizing the BUILDS Department To Apply For Grants Through The Ozarks Transportation Organization for the Addition of Trails and Expansion of Pedestrian Facilities.**

Motion was made by Council Member Wilson and seconded by Council Member Updike to approve Resolution 23-R-23. Garrett Brickner provided an overview of the Resolution. The vote was 6 Aye-Franklin, Gerke, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

**11. 23-R-24 A Resolution of The City Council Authorizing Execution of an Agreement with TLG Leasing, Inc. for the Lease of Dump Truck Vehicles.**

Motion was made by Council Member Pool and seconded by Council Member Franklin to approve Resolution 23-R-24. Karen Haynes provided an overview of the Resolution. The vote was 6 Aye-Franklin, Gerke, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

**12. 23-R-25 A Resolution of the City Council Approving a Preliminary Plat for Oakwood Heights Second Addition, a Residential Subdivision Consisting of Approximately 2.97 Acres Located at 602 North Oakwood Avenue.**

Motion was made by Council Member Updike and seconded by Council Member Pool to approve Resolution 23-R-25. Patrick Ruiz provided an overview of the Resolution. The vote was 5 Aye-Franklin, Gerke, Pool, Updike, and Wilson. 0 Nay. 1 Abstain-Self. Motion Carried.

**13. 23-R-26 A Resolution of the City Council Authorizing Execution of a Phase 2 Contract Price Amendment with Burns and McDonnell Engineering Co., Inc. for the Wastewater Treatment Plant Blending Project.**

Motion was made by Council Member Updike and seconded by Council Member Pool to approve Resolution 23-R-26. Garrett Brickner provided an overview of the Resolution. The vote was 6 Aye-Franklin, Gerke, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

**14. 23-R-27 A Resolution of the City Council Authorizing Execution of a Phase 2 Contract Price Amendment with Burns and McDonnell Engineering Co., Inc. for Capital Improvement Project #7 (CIP #7).**

Motion was made by Council Member Pool and seconded by Council Member Updike to approve Resolution 23-R-27. Karen Haynes provided an overview of the Resolution. The vote was 6 Aye-Franklin, Gerke, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

**15. 23-R-28 A Resolution of the City Council Awarding the Bid for a Portion of the City's 2023 Paving Overlays, Improvements to the Intersection of Hines and Lynn, and Full Depth Asphalt of the School Storage Lane.**

Motion was made by Council Member Wilson and seconded by Council Member Updike to approve Resolution 23-R-28. Garrett Brickner provided an overview of the Resolution. The vote was 6 Aye-Franklin, Gerke, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

## Reports from Staff

City Administrator David Cameron noted he was impressed with the conversations tonight.

City Administrator David Cameron thanked Mary Cromeey with Ozark Greenway for being here, being an incredible advocate and passionate about trails. Mr. Cameron noted the OTO has gotten involved and commended Ms. Cromeey for staying in the fight. Mr. Cameron added we have seen what has happened in a neighboring state and want that locally. Mr. Cameron thanked Garrett Brickner for figuring out a way to make that work.

City Administrator David Cameron Congratulated the BUILDS Department on the move to their new 26,000 square foot building. Mr. Cameron noted there will be an event coming up for Council and the community to see the building. Mr. Cameron reminded everyone of the buildings they were in before, adding it is amazing to see the before and after. Mr. Cameron acknowledged Republic has grown on the backs of the public works crews. Mr. Cameron commended staff including Andrew, Garrett, Karen, and Chris Crosby for the work done, adding Karen did a great job leading that transition.

City Administrator David Cameron thanked the 13-14 staff members and Council Member Franklin for attending the Think Summit. Mr. Cameron noted he got to speak about regionalism, adding he is a big fan of it and believes we can do more collectively than individually. Mr. Cameron acknowledged we will make more progress understanding that. Mr. Cameron reported there will be opportunities to work collectively on branding as the fastest region.

City Administrator David Cameron directed Council to the Administrator's Report, noting it has changed drastically. Mr. Cameron wanted to point out the section regarding the three Sunshine Law Requests received from KOLR 10 regarding pay, benefits, projects and asking for accuracy. Mr. Cameron noted the information is included in the report for community and employee access, noting this is all public record. Mr. Cameron emphasized this showcase what we are trying to do, noting they wanted accounting of the growth and development of the community regarding what we don't share about projects or revenue growth. We do our job, and the audit shows the results. Mr. Cameron noted we are north of \$1.2 Billion in projects over 6-year period. Mr. Cameron noted he appreciated the value of sharing the information after seeing it on paper. Mr. Cameron emphasized these reports are for the benefit of the Council, staff, and the community. Mr. Cameron noted he doesn't set his salary or negotiate his benefits, leaving that to Council. Mr. Cameron acknowledged there is so much more to do that we can't even include, but there was value in sitting down and looking at it.

Council Member Franklin congratulated Council Member Gerke on being elected as Mayor Pro Tem. Mr. Franklin noted he visited the BUILDS building last week, noting it is an incredible building, especially knowing what we have been through and had previously. Mr. Franklin noted he appreciates the passion of Garrett and Karen to see in action the wise decisions they made. Mr. Franklin noted he has worked on a lot of government buildings, installing light fixtures that are the price of cars. Mr. Franklin noted he didn't see that in this building, but it was still impressive. Mr. Franklin shared his appreciation of them showing him around. Mr. Franklin noted his favorite part of the Think Summit was the beginning playlist with the City Administrator rocking it on stage. Mr. Franklin added his appreciation for what David is doing and thanked everyone.

Mayor Russell shared he ran into someone who asked why he would be Mayor. Mayor Russell noted the reason he loves doing this is being part of something special. Mayor Russell noted David is sitting there incredibly humble despite \$1.2 billion in investments within the city limits, 3000 jobs, \$750 million is earned from our revenue towards this region. That would all go under the radar because staff members just show up and do their jobs. Mayor Russell noted his job to push the information and tell the community and region you are doing a good job. Mayor Russell shared his appreciation for David's

humility but that is why he has to fight with him. Mayor Russell also announced it is 7 days from tax season, adding for everyone to enjoy spring and a busy summer.

**Adjournment**

Mayor Russell adjourned the meeting at 7:03 p.m.

ATTEST:

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

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

DRAFT



**Matt Russell, Mayor**  
Eric Gerke, Ward I  
Garry Wilson, Ward II  
Christopher Updike, Ward III  
  
Eric Franklin, Ward I  
Gerry Pool, Ward II  
Brandon Self, Ward III  
Clint Gerlek, Ward IV

## MINUTES

**City Council Work Session Meeting  
Municipal Court Building, 540 Civic Blvd  
May 02, 2023 at 5:30 PM**

### Call Meeting to Order

The work session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Matt Russell at 5:30 p.m. Council Members present included Eric Franklin, Garry Wilson, Chris Updike, Brandon Self, and Clint Gerlek. Others in attendance were: Deputy City Administrator Andrew Nelson, City Attorney Megan McCullough, BUILDS Administrator Karen Haynes, Principal Planner Chris Tabor, Police Chief Brian Sells, Police Major Jamie Burks, Assistant Parks and Recreation Director Jennafer Mayfield, Athletics Administrator Garrett Cline, Assistant BUILDS Administrator Garrett Brickner, Fire Chief Duane Compton, Chief of Staff Lisa Addington, Assistant City Administrator/Parks and Recreation Director Jared Keeling, City Clerk Laura Burbridge, Human Resources Coordinator Rachel Reich-Graef, Finance Director Bob Ford, GIS Manager Josh Jones, Executive Assistant Jordan Fuentes, and IT Director Chris Crosby.

Andrew Nelson welcomed everyone and shared the work session goals. Mr. Nelson noted this is the first in a series of work sessions we are planning. We will be reviewing GIS mapping/Permitron and project status updates tonight. The next work session will be regarding growth and development on the residential side as compared to neighboring communities.

### Permitron Training

Josh Jones presented GIS information and the value it can provide the city. Chris Tabor explained the use of the GIS system throughout the planning and infrastructure phases. They demonstrated the use of Permitron and the GIS map, as accessible to the public.

### Project Status Updates

Garrett Brickner provided an update of projects currently in progress within the city.

### Adjournment

Mayor Russell adjourned the meeting at 6:52 p.m.

ATTEST:

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

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



City of Republic

# Vendor Audit Report

For Date Range 04/01/2023 - 04/30/2023

Item 5.

Vendor	Added	Added User	Deleted	Deleted User
08043 - Lion Group Inc	04/04/2023	SHERRI WOODS		
08044 - Turnout Management	04/05/2023	SHERRI WOODS		
08045 - Derick Blankenship	04/05/2023	SHERRI WOODS		
08046 - Noah Kennard	04/05/2023	SHERRI WOODS		
08047 - Memphis Tuttle	04/05/2023	SHERRI WOODS		
08048 - Weston Tuttle	04/05/2023	SHERRI WOODS		
08049 - Alliance Maintenance Inc	04/12/2023	SHERRI WOODS		
08050 - Law Enforcement Seminars LLC	04/13/2023	SHERRI WOODS		
08051 - Powers Gates And Lighting LLC	04/13/2023	SHERRI WOODS		
08052 - Randall W Richesin	04/19/2023	SHERRI WOODS		
08053 - Rx1 Assets LLC	04/19/2023	SHERRI WOODS		
08054 - James W Jenkins	04/19/2023	SHERRI WOODS		
08055 - Emma Gibson	04/19/2023	SHERRI WOODS		
08056 - Joshua W Hertel	04/19/2023	SHERRI WOODS		
08057 - Kori McCutcheon	04/19/2023	SHERRI WOODS		
08058 - HSI Emergency Care Solutions Inc	04/19/2023	SHERRI WOODS		
08059 - JD Wallace Contracting LLC	04/21/2023	SHERRI WOODS		
08060 - James S Evans	04/26/2023	SHERRI WOODS		
08061 - Benny Owens	04/26/2023	SHERRI WOODS		

Vendor Count: (19)



## AGENDA ITEM ANALYSIS

Project/Issue Name: 23-R-29 A Resolution of the City Council Authorizing the City Administrator to Execute Change Orders to an Agreement with Kenton Brothers Locksmiths, Incorporated for Installation and Integration of the Gallagher Access Control System.

Submitted By: Chris Crosby, Information Technology Director

Date: May 16, 2023

### Issue Statement

The Information Technology department is requesting purchase approval for (4) change order items related to the access control replacement project.

### Discussion and/or Analysis

The following items fell outside the scope of the original work Kenton Brothers bid for the access control project. Possible changes were anticipated due to the nature of the project in new construction.

The original bid was \$88,438.11.

### Change Orders

City Hall Two Additions	\$ 6,206.98
Additional Parts for BUILDS (Due to reader additions)	\$ 6,538.03
Badge Printer	\$ 4,364.52
Gate Pedestals and Multi-Tec Readers with keypads	\$ 8,268.33
Total Change Orders	\$25,377.86

This will bring the total project to \$113,815.97. This project was funded by the ARPA allocation to the IT department, and we will be able to cover the changes through the ARPA funding the IT department still had available. These funds were available due to the anticipation of scope creep in this project.

### Recommended Action

Staff recommends approval.

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE CHANGE ORDERS TO AN AGREEMENT WITH KENTON BROTHERS LOCKSMITHS, INCORPORATED FOR INSTALLATION AND INTEGRATION OF THE GALLAGHER ACCESS CONTROL SYSTEM**

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

**WHEREAS**, on August 23, 2022, via Resolution 22-R-49, the Council authorized execution of an agreement with Kenton Brothers Locksmiths, Incorporated ("Kenton Brothers") for professional services to replace the City's previous access control systems with new equipment/technology known as the Gallagher system; and

**WHEREAS**, since the passage of Resolution 22-R-49, several items have been identified as a need for the City that fall outside the scope of the original bid authorized by Council; and

**WHEREAS**, upon review of the identified items and presentation by staff, the Council believes the identified items are a necessary component of the new Gallagher system and the additional cost of \$25,377.86 for the identified items is reasonable and in the best interests of the City and its citizens, as it will ensure the safety and security of City equipment, property, staff and other essential City resources.

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

**Section 1:** The City Administrator, and/or his designee(s), on behalf of the City, is hereby authorized to execute the change orders with Kenton Brothers Locksmiths, with an increase of \$25,377.86 to the original \$88,438.11 bid price to allow a total expenditure of \$113,815.97 for the Gallagher Access Control System.

**Section 2:** The WHEREAS clauses are hereby specifically incorporated herein by reference.

**Section 3:** This Resolution shall become effective on and after the date of passage and approval as provided by law.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Republic, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

**Attest:**

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

**Approved as to Form:**

A handwritten signature in blue ink, appearing to read 'M. McCullough', is written over a horizontal line.

Megan McCullough, City Attorney

**Final Passage and Vote:**



**Kenton**  
BROTHERS INC.  
**All Secure.**

Item 6.

Proposal: Q3219

---

City Hall-Two Additional Gallagher Reader and  
Door Hardware

**Prepared for:**

**10373 City of Republic**  
213 North Main Street  
Republic, MO 65738 US

**P  
E  
W**

Proposal Issued:  
12/22/2022

Proposal Valid to:  
01/21/23





## About Us

Founded in 1897, Kenton Brothers Systems for Security is one of the oldest and most trusted security providers to commercial organizations in the region.

From our headquarters in Kansas City, we're centrally positioned to serve our local, regional and national clients and generations of buildings and businesses.

Today, our company focuses on the next generation of systems for security, including the latest technologies in network based access control, surveillance systems and video analytics. Rely on our experience of being in the business of protecting people, property and possessions for over a century to be your one source for security products and services.

**All Secure.  
Since 1897**



**A Women-Owned Enterprise.**

Grandad would be proud

3401 E. Truman Road | Kansas City, MO 64127

P - 816.842.3700 | F - 816.421.1111

kentonbrothers.com

**All Secure.**

# Client Information

**Name:** 10373 City of Republic

**Site:**  
**10373 City of Republic**

213 North Main Street  
Republic, MO 65738 US

**Billing:**  
**10373 City of Republic**

213 North Main Street  
Republic, MO 65738 US

**Contact:**

## Project Description

### *Project Objectives*

To ensure a successful implementation and completion of this project, the following objective(s) will be completed by Kenton Brothers Inc.

- Provide 2 additional doors on existing Gallagher access control system

The services and hardware proposed in this document are developed based on the information provided by City of Republic. The configuration and technical details set forth in this document are intended to provide City of Republic with a solution designed to meet the current and future needs of the company.

- Work to be completed at same time as the new Builds Building Access Control is being installed. Additional travel and labor costs will be charged if City Hall is not available to complete the work during that time

### *Project Scope of Work*

#### Access Control System Description

KB will provide 2 additional doors of access control on the existing Gallagher system.

#### Head End / Server location

- Connect to panel
- Provide expansion board for panel
- Use existing power supply

#### Doors

Doors (Strike)

Description: Free mechanical egress at all times. When approaching door for ingress, door will remain locked until valid credential is presented to card reader. After credential is verified by access control system the electric door strike will release to allow momentary or extended entry. Access control system will allow electric door strike to be programmed for automatic locking and unlocking on a schedule. Upon egress request to exit switch will shunt door contact for valid egress. Electric door

strike will remain locked during egress process as free egress is allowed by mechanical hardware.

Door position switches will monitor whether doors are open or closed.

Lock: HES 1500C

Reader: HID RP40

Door Contact: GRI 180-12

REX: Bosch DS160

KB will coordinate doors operation and schedule with customer's designated contact for final approval.

### Cabling

- Exterior cable that is exposed to the environments will be rated for UV exposure or burial direct as installation method requires.
- Exposed cabling will be installed in conduit or raceway to provide protection.
- Interior access control cable will be exposed above finished ceiling.
- Interior access control cable will be exposed in open ceilings; cable will be yellow in color.
- Interior cabling will be supported by standard trade methods.
- Interior cabling will be installed in a secure manner.

### Warranty

- Materials are warrantied according to the manufacturer's warranty (minimum 1 year).
- Labor and workmanship is warrantied for 90 days.

### ***Customer Requirements***

The customer will provide items below to allow for a successful project implementation.

- Grant KB consultants and engineers reasonable access to facilities, IT systems, and administrative access rights needed to complete this project
- Provide adequate workspace for KB personnel.
- Make available all participating customer personnel so as to facilitate timely completion of this project and the knowledge transfer process.
- Execute the timely review and approval of deliverables and project completion documentation in support of the overall project plan and objectives.
- Any security clearances required by customer will be supplied the by customer in a timely manner.
- Any safety or other training required by customer, not otherwise included in scope, will be an additional charge. Customer must notify KB of any specific training time requirements.
- Provide IP addresses needed for this project.
- Provide names for all door locations and access levels prior to programming.
- KB will provide training to customer on entering people and card into access system for the first 10 cards / people. Additional entries can be provided at an additional charge.
- KB will import people and cards from an excel or CSV template, if provided by customer prior to system programming.
- Provide all usernames and password to complete scope.

- Provide internet security for server/access controller.
- Provide network routing and connectivity for cameras, workstations, servers, mobile applications.
- Provide ample space for mounting equipment and hardware as needed.
- Provide all Ethernet ports for system connectivity as needed.
- Kenton Brothers definition of PPE (Personal Protective Equipment) is: hard hat, safety glasses, steel toed boots, ear plugs, lift harness, high visibility vest. Any additional requirements must be communicated prior to quote acceptance.
- Verify that the job site is ready for KB to perform the installation before scheduling the installation.
- Any time that work cannot reasonably be performed must be disclosed before project acceptance. This included periods of time that KB technicians cannot make noise and/or access needed equipment, doors or wire paths.

KB will charge the Customer additional fees for any down time occurred during the installation if Customer Requirements are not met.

### **Project Assumptions**

- Project has been priced by pictures only and has the following additional assumptions:
  - Acceptance of proposal allows Kenton Brothers to make modifications to door and door frame, which may void fire rating. Customer assumes all responsibility for door and frame replacement.
    - 1 Any special keyways or keys are not included in scope.
- Any and all training provided as a part of the project scope is designed to give clients an initial exposure to the systems involved. It is not designed to be a replacement for the comprehensive material offered by the manufacturer's education services.
  - 1 Existing door hardware is functioning as designed. Door hardware repair / replacement can be performed at an additional charge.
  - 2 All work will be performed with a 6'-8' ladder.
  - 3 Lift can be driven on grounds as needed, no landscaping repair is included.
  - 4 All work will be performed during normal business hours unless noted in the scope of work.
  - 5 Acceptance of proposal allows Kenton Brothers to make modifications to door and door frame
  - 6 Door frame modifications will be concealed as much as possible, however some modifications may be seen.


### **Project Exceptions**

- Intrusion Alarm integration with access control is not included, unless otherwise specified in scope.
- Fire Alarm integration with access control is not included, unless otherwise specified in scope.
- Elevator integration with access control is not included, unless otherwise specified in scope.
- Intercom integration with access control is not included, unless otherwise specified in scope.
- ADA Opener integration with access control is not included, unless otherwise specified in scope.
- Door and frame adjustments / repairs are excluded, unless otherwise specified in scope.

- Existing door hardware / repairs are excluded, unless otherwise specified in scope.
- No roof penetrations will be provided, unless otherwise specified in scope.
- 120VAC power will not be provided unless otherwise specified in scope.
- Power suppression (lighting protection) is not included unless otherwise specified in scope.
- Permits and permit fees are not included unless otherwise specified in scope.
- Conduit / raceway is not included unless otherwise specified in scope.

Panel Expansion

Unassigned

	1	<b>Gallagher C300660</b> HBUS 8 IN 2 OUT DOOR MODULE
	1	Gallagher C305761 DOOR MODULE MOUNTING BRACKET

Equipment:	\$554.67
Labor:	\$120.00
Unassigned Total	\$674.67

Equipment:	\$554.67
Labor:	\$120.00

Panel Expansion Total	\$674.67
-----------------------	----------

## Door 1

## Unassigned

- 1 **Adams Rite 7430-313**  
ARC7430313 ELECTRIC STRIKE FIELD SELECTABLE - FAIL
- 200 WIRE Access Control Composite Wire - Yellow  
TAPPAN WIRE H91602.1 YELLOW



- 1 **Gallagher C300480**  
T15 MULTI TECH READER BLACK

**Equipment:** \$736.26

**Labor:** \$470.00

**Unassigned Total** \$1,206.26

## Access Control

- 1 **Adams Rite 4591-04-00-313**  
ARC45910400313 DEADLATCH PADDLE PUSH TO RIGHT 1-3/

- 1 **Adams Rite 490025101313**  
HEAVY DUTY DEADLATCH 31/32 BA LH/RHR FIELD REVERSE



- 1 **Bosch DS160**  
BOSDS160 REQUEST-TO-EXIT PASSIVE INFRARED DETECTOR



- 1 **Gallagher 2A8943**  
LICENSE DOOR

- 1 **George Risk Industries 180-12WG-G**  
3/4" Door Contact, Wide Gap, Closed Loop, Gray

- 1 **IDEC FL1F-H12RCE**  
Smart Relay, Includes Display, 12/24VDC, 12 I/O CP

**Equipment:** \$830.44

**Labor:** \$993.50

**Access Control Total** \$1,823.94

<b>Equipment:</b>	<b>\$1,566.70</b>
<b>Labor:</b>	<b>\$1,463.50</b>
<b>Door 1 Total</b>	<b>\$3,030.20</b>

## Door 2

## Unassigned

- 1 **Adams Rite 7430-313**  
ARC7430313 ELECTRIC STRIKE FIELD SELECTABLE - FAIL
- 200 WIRE Access Control Composite Wire - Yellow  
TAPPAN WIRE H91602.1 YELLOW



- 1 **Gallagher C300480**  
T15 MULTI TECH READER BLACK

**Equipment:** \$736.26

**Labor:** \$470.00

**Unassigned Total** \$1,206.26

## Access Control

- 1 **Adams Rite 4591-04-00-313**  
ARC45910400313 DEADLATCH PADDLE PUSH TO RIGHT 1-3/
- 1 **Adams Rite 490025101313**  
HEAVY DUTY DEADLATCH 31/32 BA LH/RHR FIELD REVERSE
- 1 **Bosch DS160**  
BOSDS160 REQUEST-TO-EXIT PASSIVE INFRARED DETECTOR
- 1 **Gallagher 2A8943**  
LICENSE DOOR
- 1 **George Risk Industries 180-12WG-G**  
3/4" Door Contact, Wide Gap, Closed Loop, Gray



**Equipment:** \$467.82

**Labor:** \$493.50

**Access Control Total** \$961.32

**Equipment:** \$1,204.08

**Labor:** \$963.50

**Door 2 Total** \$2,167.58

<b>Equipment Subtotal:</b>	<b>\$3,325.4</b>	Item 6.
<b>Labor Subtotal:</b>	<b>\$2,881.53</b>	
<b>Project Subtotal:</b>	<b>\$6,206.98</b>	

# PROJECT INVESTMENT SUMMARY

Equipment:	\$3,325.45
Labor:	\$2,748.51
Miscellaneous Charges:	\$133.02

**Grand Total:** **\$6,206.98**

Grand Total listed here does not include any Service Plan amount listed below in the next section.

## System Investment

Kenton Brothers will provide the proposed system as described in this proposal for the above listed sum plus applicable taxes.

## Estimated Invoice Schedule

## Amount

Initial Deposit	\$1,862.09
Progress Payment	\$0.00
Progress Payment	\$0.00
Final	\$4,344.89

## Payment Terms:

Payment shall be Net 30 of invoice date. Balance(s) to be paid in progress payments as invoiced by Kenton Brothers with payment in full due upon system deployment completion.

# PROJECT ACCEPTANCE

Item 6.

## Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Estimated Invoice Schedule** listed.

I hereby certify that I am authorized by my company to sign this agreement. Kenton Brothers is hereby authorized to perform the work as specified.

## AGREEMENT

This Master Agreement as incorporated and reflected in the attached "Standard Terms and Conditions" (this "**Agreement**") is made and entered into effective, as of the date (the "**Effective Date**") shown below here, by and between **Kenton Brothers Locksmiths, Inc.**, a Missouri corporation ("**KB**") and the above-identified customer ("**Customer**").

By signing this Agreement, KB agrees to provide the security equipment, software, and/or services identified in the proposal(s) from time to time executed by the parties and attached hereto and/or incorporating this Agreement and Customer agrees to acquire the same, upon the terms and conditions of this Agreement and the Proposal(s).

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**

Accepted by:

*Michael Sallee*

Client:

12-22-22

Date

*Parnell, Stuart*

Contractor: Kenton Brothers

December 22, 2022

Date

## 1. DEFINITIONS

- (a) **"CCTV"** means closed circuit television.
- (b) **"Customer Location(s)"** means the location(s) of Customer identified in the Schedule.
- (c) **"Effective Date"** means the effective date of this Agreement established on page 1 hereof.
- (d) **"Equipment"** means locking hardware, keying system hardware, cameras, alarms, doors, monitors, and other materials and tangible items
- (e) **"Fees"** means the KB's costs, expenses and any other charges for the Equipment, Software, Services or other items pursuant to this Agreement and/or in the applicable Schedule.
- (f) **"Installation Services"** means the process by which KB installs Equipment and/or Software for Customer pursuant to a Schedule.
- (g) **"Leased Equipment"** means Equipment that KB leases, or agrees to lease, to Customer pursuant to the terms of a Schedule.
- (h) **"Licensed Software"** means the machine readable forms of computer software programs and interfaces developed by KB that KB licenses, or agrees to license, to Customer pursuant to a Schedule, and all items of associated documentation, together with new releases, updates, corrections and patches to same.
- (i) **"Purchased Equipment"** means Equipment that KB sells, or agrees to sell, to Customer pursuant to the terms of a Schedule.
- (j) **"Remote Video Equipment"** means Equipment KB sells or leases, or agrees to sell or lease, to Customer pursuant to the terms of a Schedule for establishing, maintaining and/or operating a system of CCTV components at Customer Location(s) which Customer's authorized personnel can view from any computer or smart phone connected to high speed Internet.
- (k) **"Remote Video Server Access"** means access via the Internet to KB's remote video server which finds the IP address associated with Customer's CCTV components in order to enable Customer to view the CCTV cameras on any computer connected to high speed internet connection or any smart phone with Internet access capabilities.
- (l) **"Schedule"** means any purchase schedules or other order forms executed by the parties and incorporating this Agreement pursuant to which Customer may order Equipment, Software or Services from KB, together with all exhibits and schedules thereto. Schedules become effective upon execution by both parties.
- (m) **"Services"** means the services (including related documentation, content and materials provided in conjunction therewith) that KB provides or agrees to provide to Customer pursuant to the terms of this Agreement and a Schedule, including any changes, modifications, improvements and enhancements KB provides pursuant to a Schedule and this Agreement.
- (n) **"Software"** means the Licensed Software and Sublicensed Software.
- (o) **"Sublicensed Software"** means all third-party manufacturer firmware (embedded software accompanying Equipment) and all third-party software and interfaces that KB sublicenses, or agrees to sublicense, to Customer pursuant to a Schedule, together with new releases, updates, corrections and patches to same developed by third party.
- (p) **"Maintenance and Support Services"** means the Services described in Section 5 that KB provides, or agrees to provide, to Customer pursuant to a Schedule.
- (q) **"Maintenance and Support Services Schedule"** means a Schedule in which Customer elects to purchase Maintenance and Support Services.
- (r) **"Work Product"** means any designs, custom software programs, documentation, techniques, methodologies, inventions, analysis frameworks, procedures developed or introduced by KB in the course of or as a result of KB performing any Services, whether acting alone or in conjunction with Customer or its employees or others.

## 2. STANDARD TERMS AND CONDITIONS

The terms and conditions of this Agreement govern each Schedule. If there is any express conflict between the terms of this Agreement and the terms of a Schedule, the terms of the Schedule shall govern and control to the extent of such conflict. If the terms of this Agreement refer to or contain provisions governing types of Equipment, Software or Services that are not included in the Schedule, then said references to non-covered items herein shall be deemed omitted for purposes of such Schedule.

## 3. SERVICES

- (a) Services. During the term of this Agreement, KB will provide the Services set forth on the applicable Schedule. Unless otherwise expressly provided in a Schedule, the Services (including, without limitation, Maintenance and Support Services described in Section 5) shall not include: (i) electrical work external to the Equipment or repair of damage or replacement of parts resulting from failure of electrical power or air conditioning; (ii) repair or replacement of damaged Equipment or Software (or parts thereof) resulting from catastrophe, accident, acts of God, neglect, misuse of equipment, or unauthorized modifications, repairs or reinstallation of any equipment by the Customer; (iii) any system or operational malfunction or failure not attributable to the Equipment or Software; (iv) relocation or reinstallation of Equipment or Software; or (v) assisting the Customer in obtaining any licenses or permits required by federal, state, or local entities.

(b) Changes in Scope of Work. Customer may from time to time desire to make changes in the scope of work set forth in the applicable Schedule. Variations to the scope of work, to the Equipment, Software or Services or to any specifications regarding the Equipment, Software or Services may require additional Fees or result in reduced Fees and/or may alter the time schedule for performance. Subject to the below terms, such changes must be in writing and accepted by both parties to be effective. If any such change causes an increase or decrease in the estimated Fees or causes a time schedule change from that originally agreed upon, KB will provide written notice to Customer of the change in Fees or scheduling. If such changes are acceptable to both parties, they shall execute a new or revised Schedule, change order or other written document acceptable to both parties, reflecting the changes. Item 6.

(c) Additional Services. At Customer's request, KB may in its sole discretion, provide services not included in Services or are furnished beyond the term of the Schedule. In such event, KB shall charge Customer for such additional services at the KB published rates in effect at the time the labor and parts are furnished. Labor charges shall include travel time to and from installation site and shall be computed to the nearest one-half (1/2) hour with a minimum charge per call based upon a two (2) hour period. If travel expenses are required they shall be billable at KB's costs, or, if commercial transportation is used, at the actual cost of such commercial transportation. Other travel costs, such as per diem, lodging, parking and tolls shall be invoiced to Customer as incurred.

(d) Design Services. If the Services identified in the Schedule include design services, all drawings, specifications and other documents and electronic data that KB furnishes to Customer are deemed Work Product of KB and KB shall retain ownership and property interests therein, including copyrights thereto. Upon Customer's payment in full for all Equipment, Software and Services required in the Schedule, KB grants to Customer a limited, non-exclusive, perpetual license to use the Work Product in connection with the Customer Location(s) identified in the Schedule, conditioned on Customer's express understanding that its use of the Work Product is at Customer's sole risk and without liability or legal exposure to KB or anyone working by or through KB

(e) Installation Services. If and to the extent Customer purchases Installation Services pursuant to a Schedule, Customer authorizes KB to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary for the installation as determined by KB in its discretion. KB shall not be liable for any damage or loss sustained by any such alteration or by any delay in installation, equipment failure or interruption of service due to any reason or cause, including, without limitation, KB negligence.

#### **4. EQUIPMENT AND SOFTWARE**

(a) Equipment Purchase. Customer agrees to purchase from KB the Equipment described as Purchased Equipment on a Schedule.

(b) Equipment Lease. Customer agrees to lease from KB the Equipment described as Leased Equipment on a Schedule.

(c) Licensed Software. Subject to the terms and conditions of this Agreement (including the applicable Schedule), KB grants to Customer a non-exclusive, limited, non-transferable license to use, and permit end-users to use, the Software described as Licensed Software on a Schedule solely during the license term set forth in the Schedule and solely at the Customer Location(s) for its internal purposes.

(d) Sublicensed Software. KB grants to Customer a non-exclusive, limited sublicense to use the Software embedded in the Equipment described on a Schedule or described as Sublicensed Software on a Schedule, subject to the limitations, restrictions and other terms imposed by the third-party supplier as further described in Section 4.(f).

(e) Shipping. By signing a Schedule, Customer authorizes KB to arrange (and invoice Customer for) shipping and in-transit insurance for the Equipment. The Equipment is priced F.O.B. manufacturer's plant.

(f) Risk of Loss. Risk of loss transfers to Customer upon delivery of possession to the shipment carrier. Claims alleging error or shortage will not be considered unless made in writing, within the time limits specified by the carrier. The goods shown on the invoice, packing list and bill of lading shall govern all cases unless such notice is timely given to the carrier with copy to KB.

(g) Disclaimer of Warranties; Third-Party Terms. Except as expressly provided in Section 12, KB makes no warranties, express or implied, to Customer regarding any Equipment or Software. If and to the extent KB's third-party suppliers or third-party manufacturers extend warranties on any of the Equipment or Software, KB passes through such warranties to Customer. Sublicensed Software may be subject to pass-through terms from the third-party suppliers. Customer shall comply with all terms and restrictions of third-party suppliers. Customer acknowledges that additional Fees may be charged for new releases and updates.

#### **5. MAINTENANCE AND SUPPORT SERVICES**

(a) Covered Maintenance and Services. If and to the extent Customer purchases Maintenance and Support Services pursuant to a Schedule, KB, through KB's staff and/or third-party contractors, will provide Maintenance and Support Services for the Equipment and/ Software identified on the applicable Schedule. Maintenance and Support Services included in KB's annual maintenance Fee are: (i) an annual service call to inspect and confirm the operation of the Equipment and Software, the timing of which annual check shall be determined at KB's discretion and may be performed during any service call scheduled for other purposes; (ii) remote diagnosis during Regular Business Hours to identify the source of any reported problem with the covered Equipment and /or Software and remote repair of the covered Equipment and Software during Regular Business Hours; (iii) if and to the extent KB, in its sole discretion, determines that any on-site diagnosis or repair is necessary to address a reported problem with covered Equipment and/or Software, on-site service call(s) during KB's Regular Business Hours; and (iv) parts needed to repair covered Equipment if and to the extent they are available for reasonable cost.

(b) Exclusions. Unless otherwise expressly provided in a Schedule, the Maintenance and Support Services shall not include: (i) after-hours labor or service calls as further described in Section 5(d); (ii) any items or work described in Section 3(a)(i) through (v); (iii) the cost of replacing any Equipment when it is not capable of repair or not feasible to repair (e.g. when the parts needed to repair are not available at a reasonable cost); or (iv) the cost of purchasing any Software updates, new releases or replacements needed to repair or resolve issue.

(c) Regular Business Hours. KB's Regular Business Hours are between the hours of 8:00 a.m. and 4:30 p.m. CST, Monday through Friday, except for KB-recognized holidays.

Item 6.

(d) After-Hours Support and Fees. Telephone support is available outside Regular Business Hours through an answering service at (816) 842-3700. The Fees for remote or on-site assistance outside of KB's Regular Business Hours are not included in KB's annual maintenance fee and are Additional Services subject to additional Fees pursuant to Section 3(c).

(e) Requests for Service Call. Customer requests for support or service calls can be reported to: service@KentonBrothers.com. Customer requests for support outside of Regular Business Hours are available through an answering service at (816) 842-3700.

(f) Non-KB Furnished Equipment. Any Equipment not purchased by Customer from KB or not otherwise provided by KB that is to be covered by a Maintenance and Support Services Schedule shall be subject to inspection by KB to determine if it is in good operating condition. Any repairs or adjustments deemed necessary by KB to bring such Equipment up to good operating condition shall be made at Customer's expense with advance notice to Customer of the extent of the necessary repairs and estimated cost of repair (if repairs are to be made by KB). If Customer does not make such necessary repairs, then KB shall have no obligation to provide the Services related to such Equipment.

(g) Manufacturer's Warranty. Equipment and Software under manufacturer's warranty will be returned for repair or replacement in accordance to that third-party suppliers' returned material authorization policy.

(h) Required KB Approvals. Customer shall not perform any material repairs to the Equipment or Software without KB's prior approval and Customer shall not relocate, reinstall or modify any of the Equipment without KB's prior written approval. Nothing in the foregoing relieves Customer of responsibility for routine maintenance and the other obligations imposed in Section 8.(b).

(i) Term. The initial term of the Maintenance and Support Services shall commence on the date set forth in the applicable Maintenance and Support Services Schedule and shall continue for the period of months set forth in that Schedule. Thereafter, unless the Maintenance and Support Services Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Maintenance and Support Services shall automatically renew for the additional, consecutive periods specified in the Schedule.

(j) Fees. The annual Fee for Maintenance and Support Services during the initial term, for the Equipment specified in applicable Schedule, shall be the amount set forth in the Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d). If Customer, with KB's approval, makes any additions, modifications or deletions to the Equipment listed in the Schedule, KB shall adjust the annual maintenance charge to reflect such changes. Any additional charges under Section 5.(d) shall be at KB's published rates in effect at the time that KB furnishes the additional services.

(k) Payment. Unless otherwise stated in the applicable Schedule, the annual Fee for Maintenance and Support Services shall be paid in equal monthly installments with each payment due in advance. KB shall invoice Customer for such amounts and payment shall be due monthly within fifteen (30) days of the invoice date. All other charges shall be invoiced following the work performed and due upon receipt.

## **6. REMOTE VIDEO EQUIPMENT AND/OR ACCESS SERVICE**

(a) 90-Day Equipment Warranty. If Customer purchases as new any Remote Video Equipment pursuant to a Schedule, KB warrants, for a period of ninety (90) days from the date of installation by KB or from the date of sale if system is self-installed by Customer, that the Remote Video Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Remote Video Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. The conditions, limitation and other terms of this ninety (90)-day warranty are set forth in Section 12. Consistent with Section 12, KB disclaims all warranties, other than the warranty in this Section 6.(a).

(b) Remote Video Server Access. If and to the extent Customer purchases Remote Video Server Access pursuant to a Schedule, during the term of the Remote Video Access Service set forth in the Schedule, KB will provide Customer with access via the Internet to KB's remote video server which finds the IP address that Customer's closed circuit television ("CCTV") is using in order to enable Customer to view the CCTV cameras on any computer connected to high speed internet connection or any smart phone with Internet access capabilities. KB is responsible only for allowing access to its remote video server and will assign a unique passcode to Customer to enable such access. Customer is solely responsible for supplying all 110 Volt AC power, electrical outlets and receptacles, electric service, high speed Internet connection, high speed broadband cable or DSL and IP address at Customer's premises where the CCTV system is installed. KB has no responsibility or liability for the same. For purposes of clarity, KB is not responsible for Customer's access to the Internet or for any interruption of service or down time of KB's remote video server. Customer also is solely responsible for installing, assigning and maintaining the security of all passcodes Customer assigns to the end users Customer authorizes to view the CCTV cameras.

(c) Term of Access. The initial term of the Remote Video Server Access shall commence on the date set forth in the applicable Schedule and shall continue for the period of months set forth in that Schedule. Thereafter, unless the Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Remote Video Server Access shall automatically renew for the additional, consecutive periods specified in the Schedule.

(d) Fees. The annual Fee for Remote Video Server Access during the initial term shall be the amount set forth in the applicable Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d).

(e) Payment. Unless otherwise stated in the applicable Schedule, the annual Access Fee shall be paid in equal monthly installments with each payment due in advance through credit card/bank authorization pursuant to Section 7.(b). In the event Customer fails to timely pay the monthly access charge KB shall be permitted to terminate Customer's access to KB's remote video server without notice.

## 7. FEES AND PAYMENT

Item 6.

(a) Fees. Customer shall pay KB the Fees in the amount, at the times and in the manner set forth in this Agreement or the applicable Schedule. KB may, in its sole discretion, require a down payment or payment in full prior to shipment of the Equipment/Software or performance of the Services. Unless otherwise stated in the applicable Schedule, the contract price (less any down payment previously paid) for Equipment, Software and Installation Services per the Schedule shall be paid within thirty (30) days after the date of invoice. The address for payment is 3401E Truman Rd. Kansas City MO 64127 or such other address KB designates in writing. The stated Fees do not include any applicable taxes or duties, including without limitation, state and local use, sales and property taxes and duties. Customer is responsible for all taxes and duties incurred as a result of its subscription and use of or access to the Equipment, Software or Services (except for any taxes levied upon KB's income).

(b) Credit/Bank Card Authorizations. Customer acknowledges that KB's obligation to provide certain Services is conditioned upon Customer providing and maintaining a valid credit card or bank debit authorization with KB that permits KB to receive payment by automatically charging to Customer's credit card or automatically debiting to Customer's bank account all Fees payable under the applicable Schedule. Unless otherwise provided in a Schedule, such credit card or debit authorization method of payment applies to Fees for Remote Video Server Access and third-party monitoring. In the event of non-payment through this method for any reason, such non-payment shall constitute a breach by Customer. KB shall not be required to send invoices or bills for these Services.

(c) Remedies for Non-Payment. If Customer does not timely comply with KB's payment terms or shows evidence of changed financial condition, KB may declare Customer in breach, suspend further access to the Services and/or terminate this Agreement at KB's sole option and pursue any or all of the following additional remedies: (i) collect interest at the lower of the rate of 1.533% per month or the maximum interest rate allowed under applicable law on all invoices older than thirty (30) days; (ii) require additional security or changes in the payment terms conditions; (iii) accelerate payment and declare the entire remaining Fees immediately due and payable to KB including, without limitation, the balance of any Fee (s) for Maintenance and Support Services payable under the Maintenance and Support Services Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable Schedule during the then current term and/or (iv) any other remedies available at law or in equity.

(d) Reimbursement of Expenses. Unless otherwise noted in a Schedule, Customer shall reimburse KB for any reasonable out-of-pocket expenses actually incurred by KB relating to KB's performance of its obligations under this Agreement.

(e) Changes to Fees upon Renewal Term. Fees for renewal terms may be changed by KB upon ninety (90) days' advance written notice.

## 8. CUSTOMER OBLIGATIONS

(a) Space; Facilities; Access. Customer, at its own expense shall provide KB with (i) ready access to the Equipment and Software at all reasonable times as necessary to perform the Services together with Customer's server(s) and other information technology systems to the extent necessary to perform the Services; (ii) adequate work and storage space and utilities; (iii) all electrical current, electrical current outlets, circuits and wiring required by the Equipment (and Customer is responsible for any ground loop or surge issues); (iv) a clean operating environment at the installation site which does not exceed the rated temperature, humidity and operation specifications of the Equipment; and (v) access to the Customer's network via the Internet to allow remote IT system support of relevant Equipment and Software at all times, including adequate bandwidth.

(b) Customer's Information Technology Systems. Although KB may need access to Customer's servers and other information technology systems to perform the Services, Customer is solely responsible for maintaining and operating the IT system and assuring that the integration of security components hereunder do not alter the proper functioning of Customer's network and systems.

(c) Maintenance; Unauthorized Relocation or Repair. Customer shall perform routine maintenance on the Equipment, such as keeping the Equipment clean, secure, and in a proper environment, upgrading software, and any non-material equipment repair.

(d) Extraordinary Service Costs. If any specialized equipment is required to provide the Services to Customer (including, without limitation, special scaffolding or man-lift equipment), then Customer shall either provide such specialized equipment or reimburse KB for the cost of the rental or purchase of such specialized equipment. Such duty applies to all Services requiring specialized equipment, including, without limitation, Services included in Maintenance and Support Services.

## 9. THIRD PARTY CENTRAL OFFICE MONITORING

Customer acknowledges that no central office monitoring services are provided by KB to Customer pursuant to this Agreement. If requested by Customer and set forth in a Schedule, KB will contract directly with a third party monitoring company to provide central office monitoring services for Customer, and the Fee for such third-party monitoring will be set forth on the applicable Schedule. This third party arrangement is offered by KB solely as a convenience to Customer and Customer acknowledges that KB is not responsible for providing any monitoring services. Customer agrees that KB shall not be liable under any circumstances for any events arising out of or in any way related to the third party monitoring services, and KB expressly disclaims all liability associated with such central office monitoring services.

## 10. TERM; TERMINATION

(a) Term. This Agreement will commence on the Effective Date and remain in effect so long as the term of any Schedule remains in effect.

(b) Termination of a Schedule. Either party may terminate any Schedule(s) upon thirty (30) days prior written notice to the other party, in the event that the other party: (i) materially breaches any material provision of this Agreement or the Schedule and fails to cure such material breach within such thirty (30)-day notice and cure period, or (ii) is the subject of a voluntary or involuntary bankruptcy, reorganization or liquidation proceeding, is insolvent, makes a general assignment for the benefit of creditors or admits in writing its inability to pay debts when due. Additionally, KB may immediately suspend or terminate this Agreement upon written notice to Customer pursuant to Section 7.(c). Further, this

Agreement shall automatically terminate in the event that loss or irreparable damage or destruction occurs which renders the Equipment permanently unfit for use.

Item 6.

(c) Effect of Termination. Upon the expiration or other termination of a Schedule for any reason, each party's rights and obligations under the Schedule shall automatically terminate except those rights and obligations that accrued prior to the effective termination date of the Schedule and those rights and obligations that by their nature or express terms continue after the effective termination date of the Schedule. If any Schedule is terminated for any reason, other than termination by Customer pursuant to Section 10.(b) due to KB's breach, KB shall be entitled to retain all prepaid Fees, to accelerate payment and declare the entire remaining Fees immediately due and payable to KB (including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the Maintenance and Support Services Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable Schedule during the then current term) and pursue any and all additional remedies available at law or in equity. Upon termination of the Agreement, if any of the Equipment is owned by KB, then Customer will reimburse KB for the cost of the removal charges of such Equipment.

## 11. RELATIONSHIP OF PARTIES

The relationship of KB and Customer established by this Agreement shall be solely that of independent contractors, and nothing herein shall create or imply any other relationship. Nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party. KB shall have the right to determine the method, details, and means of providing and performing the Services. KB shall have the sole right to designate the appropriate personnel, subcontractors or service partners necessary to provide the Services to be performed under a Schedule. KB reserves the right to substitute personnel, subcontractors and service partners for any reason and in its own discretion. Customer agrees that KB shall not be liable for any loss or damage sustained by Customer caused by the negligence of any third parties, including subcontractors and service partners selected by KB to perform the Services.

## 12. LIMITED WARRANTIES; DISCLAIMER OF ALL OTHER WARRANTIES

(a) Limited Warranties. KB warrants the workmanship of all Services it performs under this Agreement for a period of ninety (90) days from the date the Services are performed. With respect to Remote Video Equipment sold new to Customer, KB makes the warranty set forth in Section 6.(a). With respect to all other Equipment sold new to Customer, KB warrants, for a period of one (1) year from the earliest of date of shipment, that the Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. KB shall be the sole judge, using its reasonable judgement, in determining whether the Services, Equipment or Software are/were defective. KB's sole obligation and Customer's exclusive remedies with respect to Services or Equipment KB determines to be defective during the warranty period shall be KB's obligation to re-perform the defective Services or to repair or replace the defective item (which selected option shall be determined by KB in its sole discretion). KB reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. All remedies are expressly conditioned upon: (i) Customer advising KB of any defect, error or omission within ten (10) days after KB's performance of the Services in the case of defective Services, and within ten (10) days after KB's installation of the Equipment or, if installed by Customer, within ten (10) days from the date of sale of the Equipment, in the case sale of new Equipment; (ii) Customer sending written notice of defect to KB, by certified or registered mail/ return receipt requested in the event Customer complies with Section 12.(a)(i) and KB fails to re-perform the Services or to repair or replace the Equipment within thirty-six (36) hours after the date of the notice required in Section 12.(a)(i) excluding Saturdays, Sundays and legal holidays; (iii) Customer not repairing or altering the Equipment without KB's consent; and (iv) Customer complying with the operating instructions for the Equipment. In the event KB elects to repair any Equipment at its own site or to replace any Equipment, Customer shall pay the cost of disassembling and returning the allegedly defective Equipment and KB. The warranty does not include batteries, reprogramming, damage by lightning or electrical surge and does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than KB. KB is not the manufacturer of the Equipment and, other than KB's limited warranty in this Section 12.(a), Customer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage, if any. KB makes no warranties of any kind with respect to used or refurbished Equipment sold to Customer.

(b) Disclaimer of All Other Warranties. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE APPLICABLE SCHEDULE, KB PROVIDES ALL EQUIPMENT, SOFTWARE AND SERVICES UNDER THIS AGREEMENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. KB HEREBY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, SOFTWARE OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY, GUARANTEE, OR REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE EQUIPMENT, SOFTWARE OR SERVICES. KB MAKES NO REPRESENTATION OR WARRANTY THAT THE EQUIPMENT, SOFTWARE OR SERVICES WILL AVERT, DETER OR PREVENT ANY LOSS OR INJURY DUE TO BURGLARY, HOLD UP, FIRE OR OTHERWISE, OR THAT THE EQUIPMENT OR SERVICES WILL PROVIDE THE PROTECTION FOR WHICH THEY ARE INTENDED OR THAT THE SYSTEM OR ITS COMPONENTS ARE INCAPABLE OF HACKING, COMPROMISE OR CIRCUMVENTION. KB MAKES NO WARRANTY AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ANY THIRD PARTY HARDWARE, EQUIPMENT OR SOFTWARE PROVIDED BY KB OR WITH WHICH THE SERVICES MAY BE REQUIRED OR DESIRED TO COMMUNICATE OR OPERATE. KB IS NOT RESPONSIBLE FOR ANY DEFECT CAUSED BY OR THAT OTHERWISE RESULTS FROM MODIFICATIONS, MISUSE OR DAMAGE TO THE SERVICES MADE, PERMITTED OR OTHERWISE CAUSED BY CUSTOMER IN WHOLE OR IN PART.

## 13. LIMITATION OF LIABILITY

KB SHALL HAVE NO LIABILITY FOR ANY DELAY IN PERFORMING ITS OBLIGATIONS HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL KB BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTIES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE EQUIPMENT, THE SOFTWARE OR THE SERVICES, WHETHER CAUSED BY KB'S NEGLIGENCE, FAULT, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF

CONTRACT, BREACH OF WARRANTY OR OTHER CAUSE OR CAUSES WHATSOEVER AND EVEN IF KB WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, IF THE DELAY IS CAUSED BY CUSTOMER OR ANY FORCE MAJEURE EVENT. SUCH INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF ANTICIPATED PROFITS, LABOR INEFFICIENCIES, IDLE EQUIPMENT, HOME OFFICE OVERHEAD, AND SIMILAR TYPES OF DAMAGES. IN THE EVENT THAT KB IS FOUND LIABLE FOR DIRECT DAMAGES, IN NO EVENT SHALL KB'S TOTAL LIABILITY FOR DIRECT DAMAGES EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CUSTOMER FOR THE DEFECTIVE ITEM OR SERVICE UNDER THE APPLICABLE SCHEDULE WITHIN THE IMMEDIATELY PRECEDING TWELVE (12)-MONTH PERIOD. THE DISCLAIMER OF WARRANTIES IN SECTION 12 AND THE LIMITATION OF LIABILITY AND REMEDY IN THIS SECTION 13 ARE A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER FOR KB TO PROVIDE AND FOR CUSTOMER TO OBTAIN ACCESS TO THE EQUIPMENT, SOFTWARE AND SERVICES FOR THE SPECIFIED FEES. CUSTOMER ACKNOWLEDGES THAT KB IS NOT THE MANUFACTURER OF ANY OF THE EQUIPMENT, AND CUSTOMER AGREES THAT KB SHALL HAVE NO LIABILITY RELATED TO ANY PRODUCT DEFECT RELATED TO THE EQUIPMENT OR SOFTWARE EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6(a) WITH RESPECT TO REMOTE VIDEO SERVER EQUIPMENT.

Item 6.

#### 14. INDEMNIFICATION BY CUSTOMER

(a) Indemnity. Customer shall indemnify, defend and hold harmless KB and its officers, shareholders, directors, employees, agents and affiliates (each, a "KB Indemnified Party") from and against any and all damages, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, suit, action, arbitration or proceeding brought or threatened by a third party against any KB Indemnified Party to the extent arising from or relating to: (a) the design, manufacture, installation or operation of any Equipment or Software or the performance / nonperformance of any Services pursuant to this Agreement; (b) any breach or alleged breach by Customer or its users of any of its representations, warranties, covenants or obligations hereunder or any actual or alleged act or failure to act by Customer; or (c) any of the services provided pursuant to this Agreement by a subcontractor or service partner of KB, including, without limitation, any party providing central office monitoring services to Customer. Customer on its behalf and any insurance carrier waives any right of subrogation Customer's insurance carrier may otherwise have against KB or KB's subcontractors arising out of this Agreement or the relation of the parties hereto.

(b) KB Not an Insurer. Customer understands that KB is not an insurer. Customer has sole responsibility to obtain insurance adequate to cover risks, losses, damages, injuries, death and other effects of burglary, fire, physical dangers or medical problems affecting Customer, Customer's family, and any other persons who may be in or near Customer's Location(s).

#### 15. EXCULPATORY CLAUSE

KB and Customer agree that KB is not an insurer and no insurance coverage is offered herein. The Services performed by KB in connection with this Agreement are not designed to reduce any risks of loss to Customer and KB does not guarantee that no loss will occur. KB is not assuming liability, and, therefore shall not be liable to Customer for any loss, personal injury, data corruption or inability to view or retrieve data, or property damage sustained by Customer as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by KB's negligent performance, failure to perform any obligation or strict products liability. Customer releases KB from any claims for contribution, indemnity or subrogation.

#### 16. CONFIDENTIAL INFORMATION

(a) Confidential Information. Customer acknowledges that during the course of this Agreement, KB may disclose certain confidential information to Customer, including, without limitation, information concerning the business, technology, products, services, financial information, pricing, proposals, customers, prospective customers, referral sources, know-how, procedures, inventions, object or source code, databases, research, programs, designs, concepts, methodologies and strategies of KB ("Confidential Information"). The Customer shall maintain the secrecy of all such Confidential Information disclosed to it pursuant to this Agreement. Customer shall not use, disclose or otherwise exploit any Confidential Information for any purpose not specifically authorized pursuant to this Agreement; provided that, Customer may produce information in compliance with any law, court or administrative order. Customer shall give KB reasonable notice under the circumstances and to the extent permitted by law that such Confidential Information is being sought by a third party so as to afford KB the opportunity to limit or prevent such disclosure. All files, lists, records, documents, drawings, documentation, end-user materials, specifications, equipment and computer programs that incorporate or refer to any Confidential Information shall be returned, deleted or destroyed by the Customer promptly upon termination or expiration of this Agreement.

(b) Remedies. Customer agrees that a breach of Section 16(a) will cause KB irreparable injury and damage. The parties expressly agree that KB shall be entitled to injunctive and other equitable relief to prevent such a breach, in addition to any other remedy to which KB might be entitled. The parties waive the posting of any bond or surety prior to the issuance of an injunction hereunder. In the event a court refuses to honor the waiver of bond hereunder, the parties expressly agree to a bond in the amount of \$100.00. All remedies for such a breach shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedy with respect to the subject matter hereof.

#### 17. NOTICE TO OWNER

FAILURE OF KB TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS AGREEMENT CAN RESULT IN THE FILING OF THE MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT HEREOF PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK KB FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS AGREEMENT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

#### 18. ARBITRATION OF DISPUTES

(a) Arbitration. Except as provided in Section 18.(c) below, the parties agree that all claims, disputes or controversies between KB and Customer which arise out of or relate to this Agreement, or the breach thereof, shall be submitted to and resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (including its Emergency Rules) then in effect and judgment

on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any demand for arbitration must be filed promptly and within a reasonable time after a claim, dispute or controversy has arisen and in no event later than one (1) year after the cause of action accrued. Item 6.

(b) Place. The parties agree the place of arbitration shall be in Kansas City, Missouri.

(c) Exclusions. Regardless of any contrary provision contained in this Agreement, claims by KB against Customer collecting overdue amounts not disputed by Customer shall not be subject to the provisions of this Section 18. And, regardless of any contrary provision contained in this Agreement, claims, disputes and controversies arising out of actions or claims filed or asserted by third parties on account of personal injury or death of a person, loss or damage to property shall not be subject to the provisions of this Section 18.

## 19. ATTORNEYS FEES AND COSTS

Should either party be required to institute any arbitration, lawsuit, action or proceeding to enforce any of its rights set forth in this Agreement (including any Schedule), then the prevailing party in any such lawsuit, action or proceeding shall be entitled to reimbursement from the non-prevailing party for all reasonable attorneys' fees and costs incurred in such arbitration, lawsuit, action or proceeding.

## 20. GENERAL PROVISIONS

(a) No-Hire. Without the prior written consent of KB, Customer will not offer employment, consulting or other arrangement to any of KB's employees until the earlier of two (2) years after termination of this Agreement or two (2) years after such employee leaves the employment of KB.

(b) Entire Agreement; Amendment. This Agreement, including the Schedules, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, both oral and written, with respect to the subject matter hereof. Except as otherwise provided herein, no amendment or modification of this Agreement or any Schedule shall be effective unless in writing and signed by both parties. No use of trade, course of prior dealings between the parties or other regular practice or method of dealing between the parties shall be used to modify, interpret, supplement or alter in any manner the terms of this Agreement.

(c) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be delivered by facsimile or scanned email transmission.

(d) Severability. If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect, and such invalid, illegal or unenforceable term or provision shall be deemed not to be part of this Agreement.

(e) Governing Law; Venue. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Missouri, without reference to its conflicts or choice of law principles. The parties agree that the sole and exclusive jurisdiction and venue for any and all disputes arising under this Agreement that are not subject to arbitration pursuant to Section 18 (including, without limitation, actions to enforce a binding decision of the arbitrator) shall be in any trial court located in or having jurisdiction over Jackson County, Missouri. Each of the parties hereby irrevocably submits and consents to personal jurisdiction in the State of Missouri.

(f) Notices. Any notice required hereunder shall be delivered by hand, by courier service, or by certified mail (return receipt requested, postage prepaid) to the address provided by the party to be notified. Either party may change the referenced addresses and contact information by written notice to the other in accordance with this Section. Notices shall be effective: (i) as of the date personally delivered if by hand or (ii) for notices sent by certified mail, five (5) business days after the postmark date, or (iii) upon receipt if sent by courier service such as Federal Express, U.P.S., or DHL. Notices also may be delivered by electronic means (including, without limitation, via email) and notices so delivered shall be effective upon actual receipt of the electronic transmission.

(g) Waiver. Except as specifically provided in a written waiver signed by a duly authorized representative of the party seeking enforcement, the failure to enforce or the waiver of any term of this Agreement shall not constitute the waiver of such term at any time or in any circumstances and shall not give rise to any restriction on or condition to the prompt, full and strict enforcement of the terms of this Agreement.

(h) Assignment and Benefit. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that KB may assign this Agreement in connection with the sale, merger or disposition of KB, the Services or any of its related business operations. This Agreement shall be binding upon and shall inure to the benefit of Customer and KB and their successors and permitted assigns, subject to the other provisions of this section.

(i) Delays in Performance or Shipment. KB shall exercise reasonable efforts to perform all Services on the proposed or scheduled dates, but KB makes no guarantees as to dates. KB shall be further excused from any delay or failure in its performance hereunder caused by any disruption or slow speed of the Internet, break-downs of security or introduction of computer viruses (and the like) by third parties, any labor dispute, government requirement, act of God, or any other cause beyond its reasonable control. If through no fault of KB delivery is delayed, Customer shall pay to KB any additional costs it incurs as a result of such delay.

(j) Third Parties. Nothing in this Agreement, express or implied, shall create or confer upon any person or entity not a named party to this Agreement any legal or equitable rights, remedies, liabilities or claims with respect to this Agreement and nothing in this Agreement or any Schedule shall give any third party any claim or cause of action against KB.





**Kenton**  
BROTHERS INC.  
**All Secure.**

Item 6.

Proposal: Q3144

Badge Printer

**Prepared for:**

**10373 City of Republic**  
213 North Main Street  
Republic, MO 65738 US

**P**  
**E**  
**W**

Proposal Issued:  
2/3/2023

Proposal Valid to:  
03/05/23

3401 E Truman Rd  
Kansas City, MO 64127-2228 US  
816-842-3700  
[www.KentonBrothers.com](http://www.KentonBrothers.com)



## About Us

Founded in 1897, Kenton Brothers Systems for Security is one of the oldest and most trusted security providers to commercial organizations in the region.

From our headquarters in Kansas City, we're centrally positioned to serve our local, regional and national clients and generations of buildings and businesses.

Today, our company focuses on the next generation of systems for security, including the latest technologies in network based access control, surveillance systems and video analytics. Rely on our experience of being in the business of protecting people, property and possessions for over a century to be your one source for security products and services.

**All Secure.  
Since 1897**



**A Women-Owned Enterprise.**

Grandad would be proud

3401 E. Truman Road | Kansas City, MO 64127

P - 816.842.3700 | F - 816.421.1111

kentonbrothers.com

**All Secure.**

# Client Information

**Name:** 10373 City of Republic

**Site:**  
10373 City of Republic

213 North Main Street  
Republic, MO 65738 US

**Billing:**  
10373 City of Republic

213 North Main Street  
Republic, MO 65738 US

**Contact:**

# Project Description

Kenton Brothers will drop ship one Fargo HID Non Laminating Badge Printer with ribbon, cleaning kit and cleaning card to City of Repulbic.  
Installation to be done by City of Republic

## Badge Printer-Non Laminating

## Unassigned

- 1 **HID Fargo DTC4500E FD**  
Fargo HID Non Laminating Printer

<b>Equipment:</b>	<b>\$3,792.86</b>
<b>Labor:</b>	<b>\$0.00</b>
<b>Unassigned Total</b>	<b>\$3,792.86</b>

## Access Control

- 1 **HID Fargo Cleaning Card for DTC**  
Cleaning Card for DTC4500E
- 1 **HID Fargo Cleaning Kit**  
Cleaning Kit for DTC4500E
- 2 **HID Fargo Printer Ribbons-DTC**  
Printer Ribbons

<b>Equipment:</b>	<b>\$541.66</b>
<b>Labor:</b>	<b>\$30.00</b>
<b>Access Control Total</b>	<b>\$571.66</b>

<b>Equipment:</b>	<b>\$4,334.52</b>
<b>Labor:</b>	<b>\$30.00</b>

<b>Badge Printer-Non Laminating Total</b>	<b>\$4,364.52</b>
---	-------------------

<b>Equipment Subtotal:</b>	<b>\$4,334.52</b>
<b>Labor Subtotal:</b>	<b>\$30.00</b>

<b>Project Subtotal:</b>	<b>\$4,364.52</b>
--------------------------	-------------------

# PROJECT INVESTMENT SUMMARY

Equipment:	\$4,334.52
Labor:	\$30.00

**Grand Total:** **\$4,364.52**

Grand Total listed here does not include any Service Plan amount listed below in the next section.

## System Investment

Kenton Brothers will provide the proposed system as described in this proposal for the above listed sum plus applicable taxes.

## Estimated Invoice Schedule

## Amount

Initial Deposit	\$1,309.36
Progress Payment	\$0.00
Progress Payment	\$0.00
Final	\$3,055.16

## Payment Terms:

Payment shall be Net 30 of invoice date. Balance(s) to be paid in progress payments as invoiced by Kenton Brothers with payment in full due upon system deployment completion.

## Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Estimated Invoice Schedule** listed.

I hereby certify that I am authorized by my company to sign this agreement. Kenton Brothers is hereby authorized to perform the work as specified.

## AGREEMENT

This Master Agreement as incorporated and reflected in the attached "Standard Terms and Conditions" (this "**Agreement**") is made and entered into effective, as of the date (the "**Effective Date**") shown below here, by and between **Kenton Brothers Locksmiths, Inc.**, a Missouri corporation ("**KB**") and the above-identified customer ("**Customer**").

By signing this Agreement, KB agrees to provide the security equipment, software, and/or services identified in the proposal(s) from time to time executed by the parties and attached hereto and/or incorporating this Agreement and Customer agrees to acquire the same, upon the terms and conditions of this Agreement and the Proposal(s).

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**

Accepted by:

*Michael Sallee*

Client:

2-7-23

Date

*Parnell, Stuart*

Contractor:

Kenton Brothers

February 3, 2023

Date

**1. DEFINITIONS**

- (a) **"CCTV"** means closed circuit television.
- (b) **"Customer Location(s)"** means the location(s) of Customer identified in the Schedule.
- (c) **"Effective Date"** means the effective date of this Agreement established on page 1 hereof.
- (d) **"Equipment"** means locking hardware, keying system hardware, cameras, alarms, doors, monitors, and other materials and tangible items
- (e) **"Fees"** means the KB's costs, expenses and any other charges for the Equipment, Software, Services or other items pursuant to this Agreement and/or in the applicable Schedule.
- (f) **"Installation Services"** means the process by which KB installs Equipment and/or Software for Customer pursuant to a Schedule.
- (g) **"Leased Equipment"** means Equipment that KB leases, or agrees to lease, to Customer pursuant to the terms of a Schedule.
- (h) **"Licensed Software"** means the machine readable forms of computer software programs and interfaces developed by KB that KB licenses, or agrees to license, to Customer pursuant to a Schedule, and all items of associated documentation, together with new releases, updates, corrections and patches to same.
- (i) **"Purchased Equipment"** means Equipment that KB sells, or agrees to sell, to Customer pursuant to the terms of a Schedule.
- (j) **"Remote Video Equipment"** means Equipment KB sells or leases, or agrees to sell or lease, to Customer pursuant to the terms of a Schedule for establishing, maintaining and/or operating a system of CCTV components at Customer Location(s) which Customer's authorized personnel can view from any computer or smart phone connected to high speed Internet.
- (k) **"Remote Video Server Access"** means access via the Internet to KB's remote video server which finds the IP address associated with Customer's CCTV components in order to enable Customer to view the CCTV cameras on any computer connected to high speed internet connection or any smart phone with Internet access capabilities.
- (l) **"Schedule"** means any purchase schedules or other order forms executed by the parties and incorporating this Agreement pursuant to which Customer may order Equipment, Software or Services from KB, together with all exhibits and schedules thereto. Schedules become effective upon execution by both parties.
- (m) **"Services"** means the services (including related documentation, content and materials provided in conjunction therewith) that KB provides or agrees to provide to Customer pursuant to the terms of this Agreement and a Schedule, including any changes, modifications, improvements and enhancements KB provides pursuant to a Schedule and this Agreement.
- (n) **"Software"** means the Licensed Software and Sublicensed Software.
- (o) **"Sublicensed Software"** means all third-party manufacturer firmware (embedded software accompanying Equipment) and all third-party software and interfaces that KB sublicenses, or agrees to sublicense, to Customer pursuant to a Schedule, together with new releases, updates, corrections and patches to same developed by third party.
- (p) **"Maintenance and Support Services"** means the Services described in Section 5 that KB provides, or agrees to provide, to Customer pursuant to a Schedule.
- (q) **"Maintenance and Support Services Schedule"** means a Schedule in which Customer elects to purchase Maintenance and Support Services.
- (r) **"Work Product"** means any designs, custom software programs, documentation, techniques, methodologies, inventions, analysis frameworks, procedures developed or introduced by KB in the course of or as a result of KB performing any Services, whether acting alone or in conjunction with Customer or its employees or others.

**2. STANDARD TERMS AND CONDITIONS**

The terms and conditions of this Agreement govern each Schedule. If there is any express conflict between the terms of this Agreement and the terms of a Schedule, the terms of the Schedule shall govern and control to the extent of such conflict. If the terms of this Agreement refer to or contain provisions governing types of Equipment, Software or Services that are not included in the Schedule, then said references to non-covered items herein shall be deemed omitted for purposes of such Schedule.

**3. SERVICES**

- (a) **Services.** During the term of this Agreement, KB will provide the Services set forth on the applicable Schedule. Unless otherwise expressly provided in a Schedule, the Services (including, without limitation, Maintenance and Support Services described in Section 5) shall not include: (i) electrical work external to the Equipment or repair of damage or replacement of parts resulting from failure of electrical power or air conditioning; (ii) repair or replacement of damaged Equipment or Software (or parts thereof) resulting from catastrophe, accident, acts of God, neglect, misuse of equipment, or unauthorized modifications, repairs or reinstallation of any equipment by the Customer; (iii) any system or operational malfunction or failure not attributable to the Equipment or Software; (iv) relocation or reinstallation of Equipment or Software; or (v) assisting the Customer in obtaining any licenses or permits required by federal, state, or local entities.

(b) Changes in Scope of Work. Customer may from time to time desire to make changes in the scope of work set forth in the applicable Schedule. Variations to the scope of work, to the Equipment, Software or Services or to any specifications regarding the Equipment, Software or Services may require additional Fees or result in reduced Fees and/or may alter the time schedule for performance. Subject to the below terms, such changes must be in writing and accepted by both parties to be effective. If any such change causes an increase or decrease in the estimated Fees or causes a time schedule change from that originally agreed upon, KB will provide written notice to Customer of the change in Fees or scheduling. If such changes are acceptable to both parties, they shall execute a new or revised Schedule, change order or other written document acceptable to both parties, reflecting the changes.

Item 6.

(c) Additional Services. At Customer's request, KB may in its sole discretion, provide services not included in Services or are furnished beyond the term of the Schedule. In such event, KB shall charge Customer for such additional services at the KB published rates in effect at the time the labor and parts are furnished. Labor charges shall include travel time to and from installation site and shall be computed to the nearest one-half (1/2) hour with a minimum charge per call based upon a two (2) hour period. If travel expenses are required they shall be billable at KB's costs, or, if commercial transportation is used, at the actual cost of such commercial transportation. Other travel costs, such as per diem, lodging, parking and tolls shall be invoiced to Customer as incurred.

(d) Design Services. If the Services identified in the Schedule include design services, all drawings, specifications and other documents and electronic data that KB furnishes to Customer are deemed Work Product of KB and KB shall retain ownership and property interests therein, including copyrights thereto. Upon Customer's payment in full for all Equipment, Software and Services required in the Schedule, KB grants to Customer a limited, non-exclusive, perpetual license to use the Work Product in connection with the Customer Location(s) identified in the Schedule, conditioned on Customer's express understanding that its use of the Work Product is at Customer's sole risk and without liability or legal exposure to KB or anyone working by or through KB.

(e) Installation Services. If and to the extent Customer purchases Installation Services pursuant to a Schedule, Customer authorizes KB to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary for the installation as determined by KB in its discretion. KB shall not be liable for any damage or loss sustained by any such alteration or by any delay in installation, equipment failure or interruption of service due to any reason or cause, including, without limitation, KB negligence.

#### 4. EQUIPMENT AND SOFTWARE

(a) Equipment Purchase. Customer agrees to purchase from KB the Equipment described as Purchased Equipment on a Schedule.

(b) Equipment Lease. Customer agrees to lease from KB the Equipment described as Leased Equipment on a Schedule.

(c) Licensed Software. Subject to the terms and conditions of this Agreement (including the applicable Schedule), KB grants to Customer a non-exclusive, limited, non-transferable license to use, and permit end-users to use, the Software described as Licensed Software on a Schedule solely during the license term set forth in the Schedule and solely at the Customer Location(s) for its internal purposes.

(d) Sublicensed Software. KB grants to Customer a non-exclusive, limited sublicense to use the Software embedded in the Equipment described on a Schedule or described as Sublicensed Software on a Schedule, subject to the limitations, restrictions and other terms imposed by the third-party supplier as further described in Section 4.(f).

(e) Shipping. By signing a Schedule, Customer authorizes KB to arrange (and invoice Customer for) shipping and in-transit insurance for the Equipment. The Equipment is priced F.O.B. manufacturer's plant.

(f) Risk of Loss. Risk of loss transfers to Customer upon delivery of possession to the shipment carrier. Claims alleging error or shortage will not be considered unless made in writing, within the time limits specified by the carrier. The goods shown on the invoice, packing list and bill of lading shall govern all cases unless such notice is timely given to the carrier with copy to KB.

(g) Disclaimer of Warranties; Third-Party Terms. Except as expressly provided in Section 12, KB makes no warranties, express or implied, to Customer regarding any Equipment or Software. If and to the extent KB's third-party suppliers or third-party manufacturers extend warranties on any of the Equipment or Software, KB passes through such warranties to Customer. Sublicensed Software may be subject to pass-through terms from the third-party suppliers. Customer shall comply with all terms and restrictions of third-party suppliers. Customer acknowledges that additional Fees may be charged for new releases and updates.

#### 5. MAINTENANCE AND SUPPORT SERVICES

(a) Covered Maintenance and Services. If and to the extent Customer purchases Maintenance and Support Services pursuant to a Schedule, KB, through KB's staff and/or third-party contractors, will provide Maintenance and Support Services for the Equipment and/ Software identified on the applicable Schedule. Maintenance and Support Services included in KB's annual maintenance Fee are: (i) an annual service call to inspect and confirm the operation of the Equipment and Software, the timing of which annual check shall be determined at KB's discretion and may be performed during any service call scheduled for other purposes; (ii) remote diagnosis during Regular Business Hours to identify the source of any reported problem with the covered Equipment and /or Software and remote repair of the covered Equipment and Software during Regular Business Hours; (iii) if and to the extent KB, in its sole discretion, determines that any on-site diagnosis or repair is necessary to address a reported problem with covered Equipment and/or Software, on-site service call(s) during KB's Regular Business Hours; and (iv) parts needed to repair covered Equipment if and to the extent they are available for reasonable cost.

(b) Exclusions. Unless otherwise expressly provided in a Schedule, the Maintenance and Support Services shall not include: (i) after-hours labor or service calls as further described in Section 5(d); (ii) any items or work described in Section 3(a)(i) through (v); (iii) the cost of replacing any Equipment when it is not capable of repair or not feasible to repair (e.g. when the parts needed to repair are not available at a reasonable cost); or (iv) the cost of purchasing any Software updates, new releases or replacements needed to repair or resolve issue.

(c) Regular Business Hours. KB's Regular Business Hours are between the hours of 8:00 a.m. and 4:30 p.m. CST, Monday through Friday, except KB-recognized holidays.

Item 6.

(d) After-Hours Support and Fees. Telephone support is available outside Regular Business Hours through an answering service at (816) 842-3700. The Fees for remote or on-site assistance outside of KB's Regular Business Hours are not included in KB's annual maintenance fee and are Additional Services subject to additional Fees pursuant to Section 3(c).

(e) Requests for Service Call. Customer requests for support or service calls can be reported to: service@KentonBrothers.com. Customer requests for support outside of Regular Business Hours are available through an answering service at (816) 842-3700.

(f) Non-KB Furnished Equipment. Any Equipment not purchased by Customer from KB or not otherwise provided by KB that is to be covered by a Maintenance and Support Services Schedule shall be subject to inspection by KB to determine if it is in good operating condition. Any repairs or adjustments deemed necessary by KB to bring such Equipment up to good operating condition shall be made at Customer's expense with advance notice to Customer of the extent of the necessary repairs and estimated cost of repair (if repairs are to be made by KB). If Customer does not make such necessary repairs, then KB shall have no obligation to provide the Services related to such Equipment.

(g) Manufacturer's Warranty. Equipment and Software under manufacturer's warranty will be returned for repair or replacement in accordance to that third-party suppliers' returned material authorization policy.

(h) Required KB Approvals. Customer shall not perform any material repairs to the Equipment or Software without KB's prior approval and Customer shall not relocate, reinstall or modify any of the Equipment without KB's prior written approval. Nothing in the foregoing relieves Customer of responsibility for routine maintenance and the other obligations imposed in Section 8.(b).

(i) Term. The initial term of the Maintenance and Support Services shall commence on the date set forth in the applicable Maintenance and Support Services Schedule and shall continue for the period of months set forth in that Schedule. Thereafter, unless the Maintenance and Support Services Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Maintenance and Support Services shall automatically renew for the additional, consecutive periods specified in the Schedule.

(j) Fees. The annual Fee for Maintenance and Support Services during the initial term, for the Equipment specified in applicable Schedule, shall be the amount set forth in the Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d). If Customer, with KB's approval, makes any additions, modifications or deletions to the Equipment listed in the Schedule, KB shall adjust the annual maintenance charge to reflect such changes. Any additional charges under Section 5.(d) shall be at KB's published rates in effect at the time that KB furnishes the additional services.

(k) Payment. Unless otherwise stated in the applicable Schedule, the annual Fee for Maintenance and Support Services shall be paid in equal monthly installments with each payment due in advance. KB shall invoice Customer for such amounts and payment shall be due monthly within fifteen (30) days of the invoice date. All other charges shall be invoiced following the work performed and due upon receipt.

## **6. REMOTE VIDEO EQUIPMENT AND/OR ACCESS SERVICE**

(a) 90-Day Equipment Warranty. If Customer purchases as new any Remote Video Equipment pursuant to a Schedule, KB warrants, for a period of ninety (90) days from the date of installation by KB or from the date of sale if system is self-installed by Customer, that the Remote Video Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Remote Video Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. The conditions, limitation and other terms of this ninety (90)-day warranty are set forth in Section 12. Consistent with Section 12, KB disclaims all warranties, other than the warranty in this Section 6.(a).

(b) Remote Video Server Access. If and to the extent Customer purchases Remote Video Server Access pursuant to a Schedule, during the term of the Remote Video Access Service set forth in the Schedule, KB will provide Customer with access via the Internet to KB's remote video server which finds the IP address that Customer's closed circuit television ("CCTV") is using in order to enable Customer to view the CCTV cameras on any computer connected to high speed internet connection or any smart phone with Internet access capabilities. KB is responsible only for allowing access to its remote video server and will assign a unique passcode to Customer to enable such access. Customer is solely responsible for supplying all 110 Volt AC power, electrical outlets and receptacles, electric service, high speed Internet connection, high speed broadband cable or DSL and IP address at Customer's premises where the CCTV system is installed. KB has no responsibility or liability for the same. For purposes of clarity, KB is not responsible for Customer's access to the Internet or for any interruption of service or down time of KB's remote video server. Customer also is solely responsible for installing, assigning and maintaining the security of all passcodes Customer assigns to the end users Customer authorizes to view the CCTV cameras.

(c) Term of Access. The initial term of the Remote Video Server Access shall commence on the date set forth in the applicable Schedule and shall continue for the period of months set forth in that Schedule. Thereafter, unless the Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Remote Video Server Access shall automatically renew for the additional, consecutive periods specified in the Schedule.

(d) Fees. The annual Fee for Remote Video Server Access during the initial term shall be the amount set forth in the applicable Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d).

(e) Payment. Unless otherwise stated in the applicable Schedule, the annual Access Fee shall be paid in equal monthly installments with each payment due in advance through credit card/bank authorization pursuant to Section 7.(b). In the event Customer fails to timely pay the monthly access charge KB shall be permitted to terminate Customer's access to KB's remote video server without notice.

## 7. FEES AND PAYMENT

Item 6.

- (a) Fees. Customer shall pay KB the Fees in the amount, at the times and in the manner set forth in this Agreement or the applicable Schedule. KB may, in its sole discretion, require a down payment or payment in full prior to shipment of the Equipment/Software or performance of the Services. Unless otherwise stated in the applicable Schedule, the contract price (less any down payment previously paid) for Equipment, Software and Installation Services per the Schedule shall be paid within thirty (30) days after the date of invoice. The address for payment is 3401E Truman Rd. Kansas City MO 64127 or such other address KB designates in writing. The stated Fees do not include any applicable taxes or duties, including without limitation, state and local use, sales and property taxes and duties. Customer is responsible for all taxes and duties incurred as a result of its subscription and use of or access to the Equipment, Software or Services (except for any taxes levied upon KB's income).
- (b) Credit/Bank Card Authorizations. Customer acknowledges that KB's obligation to provide certain Services is conditioned upon Customer providing and maintaining a valid credit card or bank debit authorization with KB that permits KB to receive payment by automatically charging to Customer's credit card or automatically debiting to Customer's bank account all Fees payable under the applicable Schedule. Unless otherwise provided in a Schedule, such credit card or debit authorization method of payment applies to Fees for Remote Video Server Access and third-party monitoring. In the event of non-payment through this method for any reason, such non-payment shall constitute a breach by Customer. KB shall not be required to send invoices or bills for these Services.
- (c) Remedies for Non-Payment. If Customer does not timely comply with KB's payment terms or shows evidence of changed financial condition, KB may declare Customer in breach, suspend further access to the Services and/or terminate this Agreement at KB's sole option and pursue any or all of the following additional remedies: (i) collect interest at the lower of the rate of 1.533% per month or the maximum interest rate allowed under applicable law on all invoices older than thirty (30) days; (ii) require additional security or changes in the payment terms conditions; (iii) accelerate payment and declare the entire remaining Fees immediately due and payable to KB including, without limitation, the balance of any Fee (s) for Maintenance and Support Services payable under the Maintenance and Support Services Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable Schedule during the then current term and/or (iv) any other remedies available at law or in equity.
- (d) Reimbursement of Expenses. Unless otherwise noted in a Schedule, Customer shall reimburse KB for any reasonable out-of-pocket expenses actually incurred by KB relating to KB's performance of its obligations under this Agreement.
- (e) Changes to Fees upon Renewal Term. Fees for renewal terms may be changed by KB upon ninety (90) days' advance written notice.

## 8. CUSTOMER OBLIGATIONS

- (a) Space; Facilities; Access. Customer, at its own expense shall provide KB with (i) ready access to the Equipment and Software at all reasonable times as necessary to perform the Services together with Customer's server(s) and other information technology systems to the extent necessary to perform the Services; (ii) adequate work and storage space and utilities; (iii) all electrical current, electrical current outlets, circuits and wiring required by the Equipment (and Customer is responsible for any ground loop or surge issues); (iv) a clean operating environment at the installation site which does not exceed the rated temperature, humidity and operation specifications of the Equipment; and (v) access to the Customer's network via the Internet to allow remote IT system support of relevant Equipment and Software at all times, including adequate bandwidth.
- (b) Customer's Information Technology Systems. Although KB may need access to Customer's servers and other information technology systems to perform the Services, Customer is solely responsible for maintaining and operating the IT system and assuring that the integration of security components hereunder do not alter the proper functioning of Customer's network and systems.
- (c) Maintenance; Unauthorized Relocation or Repair. Customer shall perform routine maintenance on the Equipment, such as keeping the Equipment clean, secure, and in a proper environment, upgrading software, and any non-material equipment repair.
- (d) Extraordinary Service Costs. If any specialized equipment is required to provide the Services to Customer (including, without limitation, special scaffolding or man-lift equipment), then Customer shall either provide such specialized equipment or reimburse KB for the cost of the rental or purchase of such specialized equipment. Such duty applies to all Services requiring specialized equipment, including, without limitation, Services included in Maintenance and Support Services.

## 9. THIRD PARTY CENTRAL OFFICE MONITORING

Customer acknowledges that no central office monitoring services are provided by KB to Customer pursuant to this Agreement. If requested by Customer and set forth in a Schedule, KB will contract directly with a third party monitoring company to provide central office monitoring services for Customer, and the Fee for such third-party monitoring will be set forth on the applicable Schedule. This third party arrangement is offered by KB solely as a convenience to Customer and Customer acknowledges that KB is not responsible for providing any monitoring services. Customer agrees that KB shall not be liable under any circumstances for any events arising out of or in any way related to the third party monitoring services, and KB expressly disclaims all liability associated with such central office monitoring services.

## 10. TERM; TERMINATION

- (a) Term. This Agreement will commence on the Effective Date and remain in effect so long as the term of any Schedule remains in effect.
- (b) Termination of a Schedule. Either party may terminate any Schedule(s) upon thirty (30) days prior written notice to the other party, in the event that the other party: (i) materially breaches any material provision of this Agreement or the Schedule and fails to cure such material breach within such thirty (30)-day notice and cure period, or (ii) is the subject of a voluntary or involuntary bankruptcy, reorganization or liquidation proceeding, is insolvent, makes a general assignment for the benefit of creditors or admits in writing its inability to pay debts when due. Additionally, KB may immediately suspend or terminate this Agreement upon written notice to Customer pursuant to Section 7.(c). Further, this

Agreement shall automatically terminate in the event that loss or irreparable damage or destruction occurs which renders the Equipment permanently unfit for use.

Item 6.

(c) Effect of Termination. Upon the expiration or other termination of a Schedule for any reason, each party's rights and obligations under the Schedule shall automatically terminate except those rights and obligations that accrued prior to the effective termination date of the Schedule and those rights and obligations that by their nature or express terms continue after the effective termination date of the Schedule. If any Schedule is terminated for any reason, other than termination by Customer pursuant to Section 10.(b) due to KB's breach, KB shall be entitled to retain all prepaid Fees, to accelerate payment and declare the entire remaining Fees immediately due and payable to KB (including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the Maintenance and Support Services Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable Schedule during the then current term) and pursue any and all additional remedies available at law or in equity. Upon termination of the Agreement, if any of the Equipment is owned by KB, then Customer will reimburse KB for the cost of the removal charges of such Equipment.

## 11. RELATIONSHIP OF PARTIES

The relationship of KB and Customer established by this Agreement shall be solely that of independent contractors, and nothing herein shall create or imply any other relationship. Nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party. KB shall have the right to determine the method, details, and means of providing and performing the Services. KB shall have the sole right to designate the appropriate personnel, subcontractors or service partners necessary to provide the Services to be performed under a Schedule. KB reserves the right to substitute personnel, subcontractors and service partners for any reason and in its own discretion. Customer agrees that KB shall not be liable for any loss or damage sustained by Customer caused by the negligence of any third parties, including subcontractors and service partners selected by KB to perform the Services.

## 12. LIMITED WARRANTIES; DISCLAIMER OF ALL OTHER WARRANTIES

(a) Limited Warranties. KB warrants the workmanship of all Services it performs under this Agreement for a period of ninety (90) days from the date the Services are performed. With respect to Remote Video Equipment sold new to Customer, KB makes the warranty set forth in Section 6.(a). With respect to all other Equipment sold new to Customer, KB warrants, for a period of one (1) year from the earliest of date of shipment, that the Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. KB shall be the sole judge, using its reasonable judgement, in determining whether the Services, Equipment or Software are/were defective. KB's sole obligation and Customer's exclusive remedies with respect to Services or Equipment KB determines to be defective during the warranty period shall be KB's obligation to re-perform the defective Services or to repair or replace the defective item (which selected option shall be determined by KB in its sole discretion). KB reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. All remedies are expressly conditioned upon: (i) Customer advising KB of any defect, error or omission within ten (10) days after KB's performance of the Services in the case of defective Services, and within ten (10) days after KB's installation of the Equipment or, if installed by Customer, within ten (10) days from the date of sale of the Equipment, in the case sale of new Equipment; (ii) Customer sending written notice of defect to KB, by certified or registered mail/ return receipt requested in the event Customer complies with Section 12.(a)(i) and KB fails to re-perform the Services or to repair or replace the Equipment within thirty-six (36) hours after the date of the notice required in Section 12.(a)(i) excluding Saturdays, Sundays and legal holidays; (iii) Customer not repairing or altering the Equipment without KB's consent; and (iv) Customer complying with the operating instructions for the Equipment. In the event KB elects to repair any Equipment at its own site or to replace any Equipment, Customer shall pay the cost of disassembling and returning the allegedly defective Equipment and KB. The warranty does not include batteries, reprogramming, damage by lightning or electrical surge and does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than KB. KB is not the manufacturer of the Equipment and, other than KB's limited warranty in this Section 12.(a), Customer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage, if any. KB makes no warranties of any kind with respect to used or refurbished Equipment sold to Customer.

(b) Disclaimer of All Other Warranties. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE APPLICABLE SCHEDULE, KB PROVIDES ALL EQUIPMENT, SOFTWARE AND SERVICES UNDER THIS AGREEMENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. KB HEREBY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, SOFTWARE OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY, GUARANTEE, OR REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE EQUIPMENT, SOFTWARE OR SERVICES. KB MAKES NO REPRESENTATION OR WARRANTY THAT THE EQUIPMENT, SOFTWARE OR SERVICES WILL AVERT, DETER OR PREVENT ANY LOSS OR INJURY DUE TO BURGLARY, HOLD UP, FIRE OR OTHERWISE, OR THAT THE EQUIPMENT OR SERVICES WILL PROVIDE THE PROTECTION FOR WHICH THEY ARE INTENDED OR THAT THE SYSTEM OR ITS COMPONENTS ARE INCAPABLE OF HACKING, COMPROMISE OR CIRCUMVENTION. KB MAKES NO WARRANTY AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ANY THIRD PARTY HARDWARE, EQUIPMENT OR SOFTWARE PROVIDED BY KB OR WITH WHICH THE SERVICES MAY BE REQUIRED OR DESIRED TO COMMUNICATE OR OPERATE. KB IS NOT RESPONSIBLE FOR ANY DEFECT CAUSED BY OR THAT OTHERWISE RESULTS FROM MODIFICATIONS, MISUSE OR DAMAGE TO THE SERVICES MADE, PERMITTED OR OTHERWISE CAUSED BY CUSTOMER IN WHOLE OR IN PART.

## 13. LIMITATION OF LIABILITY

KB SHALL HAVE NO LIABILITY FOR ANY DELAY IN PERFORMING ITS OBLIGATIONS HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL KB BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTIES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE EQUIPMENT, THE SOFTWARE OR THE SERVICES, WHETHER CAUSED BY KB'S NEGLIGENCE, FAULT, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF

CONTRACT, BREACH OF WARRANTY OR OTHER CAUSE OR CAUSES WHATSOEVER AND EVEN IF KB WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, IF THE DELAY IS CAUSED BY CUSTOMER OR ANY FORCE MAJEURE EVENT. SUCH INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF ANTICIPATED PROFITS, LABOR INEFFICIENCIES, IDLE EQUIPMENT, HOME OFFICE OVERHEAD, AND SIMILAR TYPES OF DAMAGES. IN THE EVENT THAT KB IS FOUND LIABLE FOR DIRECT DAMAGES, IN NO EVENT SHALL KB'S TOTAL LIABILITY FOR DIRECT DAMAGES EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CUSTOMER FOR THE DEFECTIVE ITEM OR SERVICE UNDER THE APPLICABLE SCHEDULE WITHIN THE IMMEDIATELY PRECEDING TWELVE (12)-MONTH PERIOD. THE DISCLAIMER OF WARRANTIES IN SECTION 12 AND THE LIMITATION OF LIABILITY AND REMEDY IN THIS SECTION 13 ARE A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER FOR KB TO PROVIDE AND FOR CUSTOMER TO OBTAIN ACCESS TO THE EQUIPMENT, SOFTWARE AND SERVICES FOR THE SPECIFIED FEES. CUSTOMER ACKNOWLEDGES THAT KB IS NOT THE MANUFACTURER OF ANY OF THE EQUIPMENT, AND CUSTOMER AGREES THAT KB SHALL HAVE NO LIABILITY RELATED TO ANY PRODUCT DEFECT RELATED TO THE EQUIPMENT OR SOFTWARE EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6(a) WITH RESPECT TO REMOTE VIDEO SERVER EQUIPMENT.

Item 6.

#### 14. INDEMNIFICATION BY CUSTOMER

(a) Indemnity. Customer shall indemnify, defend and hold harmless KB and its officers, shareholders, directors, employees, agents and affiliates (each, a "KB Indemnified Party") from and against any and all damages, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, suit, action, arbitration or proceeding brought or threatened by a third party against any KB Indemnified Party to the extent arising from or relating to: (a) the design, manufacture, installation or operation of any Equipment or Software or the performance / nonperformance of any Services pursuant to this Agreement; (b) any breach or alleged breach by Customer or its users of any of its representations, warranties, covenants or obligations hereunder or any actual or alleged act or failure to act by Customer; or (c) any of the services provided pursuant to this Agreement by a subcontractor or service partner of KB, including, without limitation, any party providing central office monitoring services to Customer. Customer on its behalf and any insurance carrier waives any right of subrogation Customer's insurance carrier may otherwise have against KB or KB's subcontractors arising out of this Agreement or the relation of the parties hereto.

(b) KB Not an Insurer. Customer understands that KB is not an insurer. Customer has sole responsibility to obtain insurance adequate to cover risks, losses, damages, injuries, death and other effects of burglary, fire, physical dangers or medical problems affecting Customer, Customer's family, and any other persons who may be in or near Customer's Location(s).

#### 15. EXCULPATORY CLAUSE

KB and Customer agree that KB is not an insurer and no insurance coverage is offered herein. The Services performed by KB in connection with this Agreement are not designed to reduce any risks of loss to Customer and KB does not guarantee that no loss will occur. KB is not assuming liability, and, therefore shall not be liable to Customer for any loss, personal injury, data corruption or inability to view or retrieve data, or property damage sustained by Customer as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by KB's negligent performance, failure to perform any obligation or strict products liability. Customer releases KB from any claims for contribution, indemnity or subrogation.

#### 16. CONFIDENTIAL INFORMATION

(a) Confidential Information. Customer acknowledges that during the course of this Agreement, KB may disclose certain confidential information to Customer, including, without limitation, information concerning the business, technology, products, services, financial information, pricing, proposals, customers, prospective customers, referral sources, know-how, procedures, inventions, object or source code, databases, research, programs, designs, concepts, methodologies and strategies of KB ("Confidential Information"). The Customer shall maintain the secrecy of all such Confidential Information disclosed to it pursuant to this Agreement. Customer shall not use, disclose or otherwise exploit any Confidential Information for any purpose not specifically authorized pursuant to this Agreement; provided that, Customer may produce information in compliance with any law, court or administrative order. Customer shall give KB reasonable notice under the circumstances and to the extent permitted by law that such Confidential Information is being sought by a third party so as to afford KB the opportunity to limit or prevent such disclosure. All files, lists, records, documents, drawings, documentation, end-user materials, specifications, equipment and computer programs that incorporate or refer to any Confidential Information shall be returned, deleted or destroyed by the Customer promptly upon termination or expiration of this Agreement.

(b) Remedies. Customer agrees that a breach of Section 16(a) will cause KB irreparable injury and damage. The parties expressly agree that KB shall be entitled to injunctive and other equitable relief to prevent such a breach, in addition to any other remedy to which KB might be entitled. The parties waive the posting of any bond or surety prior to the issuance of an injunction hereunder. In the event a court refuses to honor the waiver of bond hereunder, the parties expressly agree to a bond in the amount of \$100.00. All remedies for such a breach shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedy with respect to the subject matter hereof.

#### 17. NOTICE TO OWNER

FAILURE OF KB TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS AGREEMENT CAN RESULT IN THE FILING OF THE MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT HEREOF PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK KB FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS AGREEMENT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

#### 18. ARBITRATION OF DISPUTES

(a) Arbitration. Except as provided in Section 18.(c) below, the parties agree that all claims, disputes or controversies between KB and Customer which arise out of or relate to this Agreement, or the breach thereof, shall be submitted to and resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (including its Emergency Rules) then in effect and judgment

on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any demand for arbitration must be filed promptly and within a reasonable time after a claim, dispute or controversy has arisen and in no event later than one (1) year after the cause of action accrued. Item 6.

(b) Place. The parties agree the place of arbitration shall be in Kansas City, Missouri.

(c) Exclusions. Regardless of any contrary provision contained in this Agreement, claims by KB against Customer collecting overdue amounts not disputed by Customer shall not be subject to the provisions of this Section 18. And, regardless of any contrary provision contained in this Agreement, claims, disputes and controversies arising out of actions or claims filed or asserted by third parties on account of personal injury or death of a person, loss or damage to property shall not be subject to the provisions of this Section 18.

## 19. ATTORNEYS FEES AND COSTS

Should either party be required to institute any arbitration, lawsuit, action or proceeding to enforce any of its rights set forth in this Agreement (including any Schedule), then the prevailing party in any such lawsuit, action or proceeding shall be entitled to reimbursement from the non-prevailing party for all reasonable attorneys' fees and costs incurred in such arbitration, lawsuit, action or proceeding.

## 20. GENERAL PROVISIONS

(a) No-Hire. Without the prior written consent of KB, Customer will not offer employment, consulting or other arrangement to any of KB's employees until the earlier of two (2) years after termination of this Agreement or two (2) years after such employee leaves the employment of KB.

(b) Entire Agreement; Amendment. This Agreement, including the Schedules, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, both oral and written, with respect to the subject matter hereof. Except as otherwise provided herein, no amendment or modification of this Agreement or any Schedule shall be effective unless in writing and signed by both parties. No use of trade, course of prior dealings between the parties or other regular practice or method of dealing between the parties shall be used to modify, interpret, supplement or alter in any manner the terms of this Agreement.

(c) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be delivered by facsimile or scanned email transmission.

(d) Severability. If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect, and such invalid, illegal or unenforceable term or provision shall be deemed not to be part of this Agreement.

(e) Governing Law; Venue. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Missouri, without reference to its conflicts or choice of law principles. The parties agree that the sole and exclusive jurisdiction and venue for any and all disputes arising under this Agreement that are not subject to arbitration pursuant to Section 18 (including, without limitation, actions to enforce a binding decision of the arbitrator) shall be in any trial court located in or having jurisdiction over Jackson County, Missouri. Each of the parties hereby irrevocably submits and consents to personal jurisdiction in the State of Missouri.

(f) Notices. Any notice required hereunder shall be delivered by hand, by courier service, or by certified mail (return receipt requested, postage prepaid) to the address provided by the party to be notified. Either party may change the referenced addresses and contact information by written notice to the other in accordance with this Section. Notices shall be effective: (i) as of the date personally delivered if by hand or (ii) for notices sent by certified mail, five (5) business days after the postmark date, or (iii) upon receipt if sent by courier service such as Federal Express, U.P.S., or DHL. Notices also may be delivered by electronic means (including, without limitation, via email) and notices so delivered shall be effective upon actual receipt of the electronic transmission.

(g) Waiver. Except as specifically provided in a written waiver signed by a duly authorized representative of the party seeking enforcement, the failure to enforce or the waiver of any term of this Agreement shall not constitute the waiver of such term at any time or in any circumstances and shall not give rise to any restriction on or condition to the prompt, full and strict enforcement of the terms of this Agreement.

(h) Assignment and Benefit. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that KB may assign this Agreement in connection with the sale, merger or disposition of KB, the Services or any of its related business operations. This Agreement shall be binding upon and shall inure to the benefit of Customer and KB and their successors and permitted assigns, subject to the other provisions of this section.

(i) Delays in Performance or Shipment. KB shall exercise reasonable efforts to perform all Services on the proposed or scheduled dates, but KB makes no guarantees as to dates. KB shall be further excused from any delay or failure in its performance hereunder caused by any disruption or slow speed of the Internet, break-downs of security or introduction of computer viruses (and the like) by third parties, any labor dispute, government requirement, act of God, or any other cause beyond its reasonable control. If through no fault of KB delivery is delayed, Customer shall pay to KB any additional costs it incurs as a result of such delay.

(j) Third Parties. Nothing in this Agreement, express or implied, shall create or confer upon any person or entity not a named party to this Agreement any legal or equitable rights, remedies, liabilities or claims with respect to this Agreement and nothing in this Agreement or any Schedule shall give any third party any claim or cause of action against KB.





**Kenton**  
BROTHERS INC.  
**All Secure.**

Item 6.

Proposal: Q3779

Additional Parts for BUILDS Building

**Prepared for:**

**10373 City of Republic**  
213 North Main Ave  
Republic, MO 65738 US

**P  
E  
W**

Proposal Issued:  
3/6/2023

Proposal Valid to:  
04/05/23

3401 E Truman Rd  
Kansas City, MO 64127-2228 US  
816-842-3700  
[www.KentonBrothers.com](http://www.KentonBrothers.com)



## About Us

Founded in 1897, Kenton Brothers Systems for Security is one of the oldest and most trusted security providers to commercial organizations in the region.

From our headquarters in Kansas City, we're centrally positioned to serve our local, regional and national clients and generations of buildings and businesses.

Today, our company focuses on the next generation of systems for security, including the latest technologies in network based access control, surveillance systems and video analytics. Rely on our experience of being in the business of protecting people, property and possessions for over a century to be your one source for security products and services.

**All Secure.  
Since 1897**



**A Women-Owned Enterprise.**

Grandad would be proud

3401 E. Truman Road | Kansas City, MO 64127

P - 816.842.3700 | F - 816.421.1111

kentonbrothers.com

**All Secure.**

# Client Information

**Name:** 10373 City of Republic

**Site:**  
10373 City of Republic

213 North Main Ave  
Republic, MO 65738 US

**Billing:**  
10373 City of Republic

213 North Main Ave  
Republic, MO 65738 US


**Contact:**

# Project Description

Additional Gallagher parts necessary to complete BUILDS building project with the additional doors/readers being added to the project

## Head End

## Unassigned

- 1 **Gallagher C200003**  
CONTROLLER 6000 I/O MOUNTING PLATE
-  2 **Gallagher C300100**  
CONTROLLER 6000 STANDARD
- 1 **Gallagher C305729**  
LSP STD PWIRE 16DR E6 400W 16LOCK 16AUX
- 1 Coleman Cable Inc. 097098808  
POWER CORD 9' BLACK 16 GUAGE 3  
CONDUCTOR 13A
- 3 Yuasa Battery, Inc. NP7-12  
YUANP712 BATTERY 12V 7AH

**Equipment:** \$6,071.97

**Labor:** \$0.00

**Unassigned Total** \$6,071.97

**Equipment:** \$6,071.97

**Labor:** \$0.00

**Head End Total** \$6,071.97

## Gates

## Unassigned



- 1 **Gallagher C300660**  
HBUS 8 IN 2 OUT DOOR MODULE
- 1 Gallagher C305761  
DOOR MODULE MOUNTING BRACKET

<b>Equipment:</b>	<b>\$466.06</b>
<b>Labor:</b>	<b>\$0.00</b>
<b>Unassigned Total</b>	<b>\$466.06</b>

<b>Equipment:</b>	<b>\$466.06</b>
<b>Labor:</b>	<b>\$0.00</b>

<b>Gates Total</b>	<b>\$466.06</b>
--------------------	-----------------

<b>Equipment Subtotal:</b>	<b>\$6,538.03</b>
<b>Labor Subtotal:</b>	<b>\$0.00</b>

<b>Project Subtotal:</b>	<b>\$6,538.03</b>
--------------------------	-------------------

# PROJECT INVESTMENT SUMMARY

Equipment:	\$6,538.03
------------	------------

<b>Grand Total:</b>	<b>\$6,538.03</b>
---------------------	-------------------

Grand Total listed here does not include any Service Plan amount listed below in the next section.

## System Investment

Kenton Brothers will provide the proposed system as described in this proposal for the above listed sum plus applicable taxes.

## Estimated Invoice Schedule

## Amount

Initial Deposit	\$1,961.41
Progress Payment	\$0.00
Progress Payment	\$0.00
Final	\$4,576.62

## Payment Terms:

Payment shall be Net 30 of invoice date. Balance(s) to be paid in progress payments as invoiced by Kenton Brothers with payment in full due upon system deployment completion.

# PROJECT ACCEPTANCE

Item 6.

## Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Estimated Invoice Schedule** listed.

I hereby certify that I am authorized by my company to sign this agreement. Kenton Brothers is hereby authorized to perform the work as specified.

## AGREEMENT

This Master Agreement as incorporated and reflected in the attached "Standard Terms and Conditions" (this "**Agreement**") is made and entered into effective, as of the date (the "**Effective Date**") shown below here, by and between **Kenton Brothers Locksmiths, Inc.**, a Missouri corporation ("**KB**") and the above-identified customer ("**Customer**").

By signing this Agreement, KB agrees to provide the security equipment, software, and/or services identified in the proposal(s) from time to time executed by the parties and attached hereto and/or incorporating this Agreement and Customer agrees to acquire the same, upon the terms and conditions of this Agreement and the Proposal(s).

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**

Accepted by:

Client:

*LaFond, Sean*

Contractor:

Kenton Brothers

Date

March 6, 2023

Date



**Kenton**  
BROTHERS INC.  
**All Secure.**

Item 6.

Proposal: Q3832

---

Gate Pedestals, Readers and Gate Release  
Button

**Prepared for:**  
**Michael Sallee**

**10373 City of Republic**  
213 North Main Ave  
Republic, MO 65738 US

**P** 417-732-3404  
**E** msallee@republicmo.com  
**W**

Proposal Issued:  
4/12/2023

Proposal Valid to:  
05/12/23





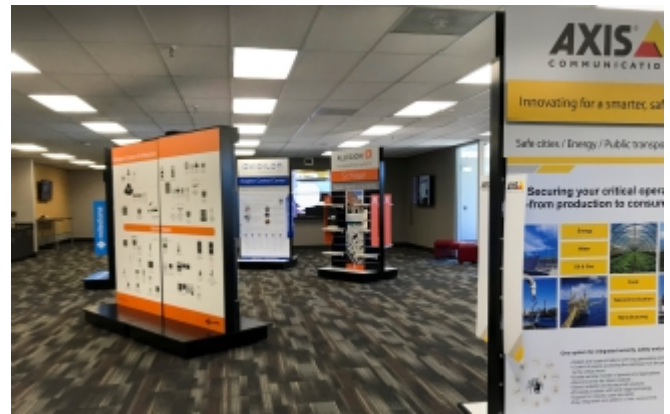
## About Us

Founded in 1897, Kenton Brothers Systems for Security is one of the oldest and most trusted security providers to commercial organizations in the region.

From our headquarters in Kansas City, we're centrally positioned to serve our local, regional and national clients and generations of buildings and businesses.

Today, our company focuses on the next generation of systems for security, including the latest technologies in network based access control, surveillance systems and video analytics. Rely on our experience of being in the business of protecting people, property and possessions for over a century to be your one source for security products and services.

**All Secure.  
Since 1897**



**A Women-Owned Enterprise.**

Grandad would be proud

3401 E. Truman Road | Kansas City, MO 64127

P - 816.842.3700 | F - 816.421.1111

kentonbrothers.com

# Client Information

**Name:** 10373 City of Republic

**Site:**  
**10373 City of Republic**

213 North Main Ave  
Republic, MO 65738 US

**Billing:**  
**10373 City of Republic**

213 North Main Ave  
Republic, MO 65738 US

**Contact:**  
**Michael Sallee**

msallee@republicmo.com

## Project Description

### *Project Objectives*

To ensure a successful implementation and completion of this project, the following objective(s) will be completed by Kenton Brothers Inc.

- Provide a dual reader pedestal for each gate at the new building. Provide and install a gate release button in the receptionist office for the south gate

The services and hardware proposed in this document are developed based on the information provided by The City of Republic. The configuration and technical details set forth in this document are intended to provide The City of Republic with a solution designed to meet the current and future needs of the company.

### *Project Scope of Work*

#### Access Control System Description

Provide one Dual head, gooseneck pedestal for each gate. Installation of each pedestal to be done by City of Republic. All wiring to pedestal and from pedestal to gate operator by City of Republic. Each pedestal will have a high and low T30 Multi-Tec reader with keypad installed on a 8 x 8 housing. Kenton Brothers will do final wiring of the readers and program gates into the Gallagher system. Readers will open gate with valid credential or valid keypad entry

#### Gates

##### Gate 1

58-9C-DSP pedestal  
2 X MC-CS-06-E housing  
2 X T30 Multi-Tec Readers with keypad

##### Gate 2

58-9C-DSP pedestal  
2 X MC-CS-06-E housing  
2 X T30 Multi- Tec Readers with keypad

Gate Release Button:

Gate Release button for South Gate at receptionist area. Wiring to be done by KB

KB will coordinate gate operation and schedule with customer's designated contact for final approval.

### Cabling

- Provided by City of Republic with the following exceptions:  
KB will do final wiring of readers at pedestals and terminations at panels

### Warranty

- Materials are warranted according to the manufacturer's warranty (minimum 1 year).
- Labor and workmanship is warranted for 90 days.

### ***Customer Requirements***

The customer will provide items below to allow for a successful project implementation.

- Grant KB consultants and engineers reasonable access to facilities, IT systems, and administrative access rights needed to complete this project
- Provide adequate workspace for KB personnel.
- Make available all participating customer personnel so as to facilitate timely completion of this project and the knowledge transfer process.
- Execute the timely review and approval of deliverables and project completion documentation in support of the overall project plan and objectives.
- Any security clearances required by customer will be supplied the by customer in a timely manner.
- Any safety or other training required by customer, not otherwise included in scope, will be an additional charge. Customer must notify KB of any specific training time requirements.
- Kenton Brothers definition of PPE (Personal Protective Equipment) is: hard hat, safety glasses, steel toed boots, ear plugs, lift harness, high visibility vest. Any additional requirements must be communicated prior to quote acceptance.
- Verify that the job site is ready for KB to perform the installation before scheduling the installation.
- Any time that work cannot reasonably be performed must be disclosed before project acceptance. This included periods of time that KB technicians cannot make noise and/or access needed equipment, doors or wire paths.

KB will charge the Customer additional fees for any down time occurred during the installation if Customer Requirements are not met.

### ***Project Assumptions***

- Project has been priced by pictures only and has the following additional assumptions:
  - Acceptance of proposal allows Kenton Brothers to make modifications to door and door frame, which may void fire rating. Customer assumes all responsibility for door and frame replacement.
- 1 Any special keyways or keys are not included in scope.
- Any and all training provided as a part of the project scope is designed to give clients an initial exposure to the systems involved. It is not designed to be a replacement for the comprehensive material offered by the manufacturer's education services.
- 1 Existing door hardware is functioning as designed. Door hardware repair / replacement can be performed at an additional charge.
- 2 All work will be performed with a 6'-8' ladder.
- 3 Lift can be driven on grounds as needed, no landscaping repair is included.
- 4 All work will be performed during normal business hours unless noted in the scope of work.
- 5 Acceptance of proposal allows Kenton Brothers to make modifications to door and door frame
- 6 Door frame modifications will be concealed as much as possible, however some modifications may be seen.

### ***Project Exceptions***

- Door and frame adjustments / repairs are excluded, unless otherwise specified in scope.
- Existing door hardware / repairs are excluded, unless otherwise specified in scope.
- No roof penetrations will be provided, unless otherwise specified in scope.
- 120VAC power will not be provided unless otherwise specified in scope.
- Power suppression (lighting protection) is not included unless otherwise specified in scope.
- Permits and permit fees are not included unless otherwise specified in scope.
- Conduit / raceway is not included unless otherwise specified in scope.

## Gates

## Access Control

**2 Gallagher 2A8943**

LICENSE DOOR

**4 Gallagher C300490**

T30 MULTI TECH KEYPAD READER BLACK

**2 Pedestal CEO STUD-ANCHO**

5/8" Stud-Anchor, Washer, Nut: Includes 4 Each

**2 Pedestal PRO 58-9C-DSP**

58" Dual Headed, Gooseneck Pedestal

**4 Pedestal PRO MC-CS-08-E**

8" x 8" Square Steel Housing

**Equipment:****\$4,106.54****Labor:****\$767.00****Access Control Total****\$4,873.54****Equipment:****\$4,106.54****Labor:****\$2,761.07****Gates Total****\$6,867.61**

## gate open button

## Access Control



1 **Alarm Controls TS-18**  
UNDER DESK DOOR RELEASE PUSHBUTTON MOMENTARY

500 **WIRE 22-04**  
WIRAL2204C22S01 22 AWG 4 CONDUCTOR STRANDED

<b>Equipment:</b>	<b>\$195.72</b>
<b>Labor:</b>	<b>\$1,205.00</b>
<b>Access Control Total</b>	<b>\$1,400.72</b>

<b>Equipment:</b>	<b>\$195.72</b>
<b>Labor:</b>	<b>\$1,205.00</b>

<b>gate open button Total</b>	<b>\$1,400.72</b>
-------------------------------	-------------------

<b>Equipment Subtotal:</b>	<b>\$4,302.26</b>
<b>Labor Subtotal:</b>	<b>\$3,966.07</b>

<b>Project Subtotal:</b>	<b>\$8,268.33</b>
--------------------------	-------------------

# PROJECT INVESTMENT SUMMARY

Equipment:	\$4,302.26
Labor:	\$3,966.07

**Grand Total:** **\$8,268.33**

Grand Total listed here does not include any Service Plan amount listed below in the next section.

## System Investment

Kenton Brothers will provide the proposed system as described in this proposal for the above listed sum plus applicable taxes.

## Estimated Invoice Schedule

## Amount

Initial Deposit	\$0.00
Progress Payment	\$0.00
Progress Payment	\$0.00
Final	\$8,268.33

## Payment Terms:

Payment shall be Net 30 of invoice date. Balance(s) to be paid in progress payments as invoiced by Kenton Brothers with payment in full due upon system deployment completion.

## Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Estimated Invoice Schedule** listed.

I hereby certify that I am authorized by my company to sign this agreement. Kenton Brothers is hereby authorized to perform the work as specified.

## AGREEMENT

This Master Agreement as incorporated and reflected in the attached "Standard Terms and Conditions" (this "**Agreement**") is made and entered into effective, as of the date (the "**Effective Date**") shown below here, by and between **Kenton Brothers Locksmiths, Inc.**, a Missouri corporation ("**KB**") and the above-identified customer ("**Customer**").

By signing this Agreement, KB agrees to provide the security equipment, software, and/or services identified in the proposal(s) from time to time executed by the parties and attached hereto and/or incorporating this Agreement and Customer agrees to acquire the same, upon the terms and conditions of this Agreement and the Proposal(s).

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**

### Accepted by:

Client: **Michael Sallee**  
Systems Administrator

*Parnell, Stuart*

Contractor: **Kenton Brothers**

Date

April 12, 2023

Date

## 1. DEFINITIONS

- (a) **"CCTV"** means closed circuit television.
- (b) **"Customer Location(s)"** means the location(s) of Customer identified in the Schedule.
- (c) **"Effective Date"** means the effective date of this Agreement established on page 1 hereof.
- (d) **"Equipment"** means locking hardware, keying system hardware, cameras, alarms, doors, monitors, and other materials and tangible items
- (e) **"Fees"** means the KB's costs, expenses and any other charges for the Equipment, Software, Services or other items pursuant to this Agreement and/or in the applicable Schedule.
- (f) **"Installation Services"** means the process by which KB installs Equipment and/or Software for Customer pursuant to a Schedule.
- (g) **"Leased Equipment"** means Equipment that KB leases, or agrees to lease, to Customer pursuant to the terms of a Schedule.
- (h) **"Licensed Software"** means the machine readable forms of computer software programs and interfaces developed by KB that KB licenses, or agrees to license, to Customer pursuant to a Schedule, and all items of associated documentation, together with new releases, updates, corrections and patches to same.
- (i) **"Purchased Equipment"** means Equipment that KB sells, or agrees to sell, to Customer pursuant to the terms of a Schedule.
- (j) **"Remote Video Equipment"** means Equipment KB sells or leases, or agrees to sell or lease, to Customer pursuant to the terms of a Schedule for establishing, maintaining and/or operating a system of CCTV components at Customer Location(s) which Customer's authorized personnel can view from any computer or smart phone connected to high speed Internet.
- (k) **"Remote Video Server Access"** means access via the Internet to KB's remote video server which finds the IP address associated with Customer's CCTV components in order to enable Customer to view the CCTV cameras on any computer connected to high speed internet connection or any smart phone with Internet access capabilities.
- (l) **"Schedule"** means any purchase schedules or other order forms executed by the parties and incorporating this Agreement pursuant to which Customer may order Equipment, Software or Services from KB, together with all exhibits and schedules thereto. Schedules become effective upon execution by both parties.
- (m) **"Services"** means the services (including related documentation, content and materials provided in conjunction therewith) that KB provides or agrees to provide to Customer pursuant to the terms of this Agreement and a Schedule, including any changes, modifications, improvements and enhancements KB provides pursuant to a Schedule and this Agreement.
- (n) **"Software"** means the Licensed Software and Sublicensed Software.
- (o) **"Sublicensed Software"** means all third-party manufacturer firmware (embedded software accompanying Equipment) and all third-party software and interfaces that KB sublicenses, or agrees to sublicense, to Customer pursuant to a Schedule, together with new releases, updates, corrections and patches to same developed by third party.
- (p) **"Maintenance and Support Services"** means the Services described in Section 5 that KB provides, or agrees to provide, to Customer pursuant to a Schedule.
- (q) **"Maintenance and Support Services Schedule"** means a Schedule in which Customer elects to purchase Maintenance and Support Services.
- (r) **"Work Product"** means any designs, custom software programs, documentation, techniques, methodologies, inventions, analysis frameworks, procedures developed or introduced by KB in the course of or as a result of KB performing any Services, whether acting alone or in conjunction with Customer or its employees or others.

## 2. STANDARD TERMS AND CONDITIONS

The terms and conditions of this Agreement govern each Schedule. If there is any express conflict between the terms of this Agreement and the terms of a Schedule, the terms of the Schedule shall govern and control to the extent of such conflict. If the terms of this Agreement refer to or contain provisions governing types of Equipment, Software or Services that are not included in the Schedule, then said references to non-covered items herein shall be deemed omitted for purposes of such Schedule.

## 3. SERVICES

- (a) **Services.** During the term of this Agreement, KB will provide the Services set forth on the applicable Schedule. Unless otherwise expressly provided in a Schedule, the Services (including, without limitation, Maintenance and Support Services described in Section 5) shall not include: (i) electrical work external to the Equipment or repair of damage or replacement of parts resulting from failure of electrical power or air conditioning; (ii) repair or replacement of damaged Equipment or Software (or parts thereof) resulting from catastrophe, accident, acts of God, neglect, misuse of equipment, or unauthorized modifications, repairs or reinstallation of any equipment by the Customer; (iii) any system or operational malfunction or failure not attributable to the Equipment or Software; (iv) relocation or reinstallation of Equipment or Software; or (v) assisting the Customer in obtaining any licenses or permits required by federal, state, or local entities.

(b) Changes in Scope of Work. Customer may from time to time desire to make changes in the scope of work set forth in the applicable Schedule. Variations to the scope of work, to the Equipment, Software or Services or to any specifications regarding the Equipment, Software or Services may require additional Fees or result in reduced Fees and/or may alter the time schedule for performance. Subject to the below terms, such changes must be in writing and accepted by both parties to be effective. If any such change causes an increase or decrease in the estimated Fees or causes a time schedule change from that originally agreed upon, KB will provide written notice to Customer of the change in Fees or scheduling. If such changes are acceptable to both parties, they shall execute a new or revised Schedule, change order or other written document acceptable to both parties, reflecting the changes.

Item 6.

(c) Additional Services. At Customer's request, KB may in its sole discretion, provide services not included in Services or are furnished beyond the term of the Schedule. In such event, KB shall charge Customer for such additional services at the KB published rates in effect at the time the labor and parts are furnished. Labor charges shall include travel time to and from installation site and shall be computed to the nearest one-half (1/2) hour with a minimum charge per call based upon a two (2) hour period. If travel expenses are required they shall be billable at KB's costs, or, if commercial transportation is used, at the actual cost of such commercial transportation. Other travel costs, such as per diem, lodging, parking and tolls shall be invoiced to Customer as incurred.

(d) Design Services. If the Services identified in the Schedule include design services, all drawings, specifications and other documents and electronic data that KB furnishes to Customer are deemed Work Product of KB and KB shall retain ownership and property interests therein, including copyrights thereto. Upon Customer's payment in full for all Equipment, Software and Services required in the Schedule, KB grants to Customer a limited, non-exclusive, perpetual license to use the Work Product in connection with the Customer Location(s) identified in the Schedule, conditioned on Customer's express understanding that its use of the Work Product is at Customer's sole risk and without liability or legal exposure to KB or anyone working by or through KB.

(e) Installation Services. If and to the extent Customer purchases Installation Services pursuant to a Schedule, Customer authorizes KB to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary for the installation as determined by KB in its discretion. KB shall not be liable for any damage or loss sustained by any such alteration or by any delay in installation, equipment failure or interruption of service due to any reason or cause, including, without limitation, KB negligence.

#### 4. EQUIPMENT AND SOFTWARE

(a) Equipment Purchase. Customer agrees to purchase from KB the Equipment described as Purchased Equipment on a Schedule.

(b) Equipment Lease. Customer agrees to lease from KB the Equipment described as Leased Equipment on a Schedule.

(c) Licensed Software. Subject to the terms and conditions of this Agreement (including the applicable Schedule), KB grants to Customer a non-exclusive, limited, non-transferable license to use, and permit end-users to use, the Software described as Licensed Software on a Schedule solely during the license term set forth in the Schedule and solely at the Customer Location(s) for its internal purposes.

(d) Sublicensed Software. KB grants to Customer a non-exclusive, limited sublicense to use the Software embedded in the Equipment described on a Schedule or described as Sublicensed Software on a Schedule, subject to the limitations, restrictions and other terms imposed by the third-party supplier as further described in Section 4.(f).

(e) Shipping. By signing a Schedule, Customer authorizes KB to arrange (and invoice Customer for) shipping and in-transit insurance for the Equipment. The Equipment is priced F.O.B. manufacturer's plant.

(f) Risk of Loss. Risk of loss transfers to Customer upon delivery of possession to the shipment carrier. Claims alleging error or shortage will not be considered unless made in writing, within the time limits specified by the carrier. The goods shown on the invoice, packing list and bill of lading shall govern all cases unless such notice is timely given to the carrier with copy to KB.

(g) Disclaimer of Warranties; Third-Party Terms. Except as expressly provided in Section 12, KB makes no warranties, express or implied, to Customer regarding any Equipment or Software. If and to the extent KB's third-party suppliers or third-party manufacturers extend warranties on any of the Equipment or Software, KB passes through such warranties to Customer. Sublicensed Software may be subject to pass-through terms from the third-party suppliers. Customer shall comply with all terms and restrictions of third-party suppliers. Customer acknowledges that additional Fees may be charged for new releases and updates.

#### 5. MAINTENANCE AND SUPPORT SERVICES

(a) Covered Maintenance and Services. If and to the extent Customer purchases Maintenance and Support Services pursuant to a Schedule, KB, through KB's staff and/or third-party contractors, will provide Maintenance and Support Services for the Equipment and/ Software identified on the applicable Schedule. Maintenance and Support Services included in KB's annual maintenance Fee are: (i) an annual service call to inspect and confirm the operation of the Equipment and Software, the timing of which annual check shall be determined at KB's discretion and may be performed during any service call scheduled for other purposes; (ii) remote diagnosis during Regular Business Hours to identify the source of any reported problem with the covered Equipment and /or Software and remote repair of the covered Equipment and Software during Regular Business Hours; (iii) if and to the extent KB, in its sole discretion, determines that any on-site diagnosis or repair is necessary to address a reported problem with covered Equipment and/or Software, on-site service call(s) during KB's Regular Business Hours; and (iv) parts needed to repair covered Equipment if and to the extent they are available for reasonable cost.

(b) Exclusions. Unless otherwise expressly provided in a Schedule, the Maintenance and Support Services shall not include: (i) after-hours labor or service calls as further described in Section 5(d); (ii) any items or work described in Section 3(a)(i) through (v); (iii) the cost of replacing any Equipment when it is not capable of repair or not feasible to repair (e.g. when the parts needed to repair are not available at a reasonable cost); or (iv) the cost of purchasing any Software updates, new releases or replacements needed to repair or resolve issue.

(c) Regular Business Hours. KB's Regular Business Hours are between the hours of 8:00 a.m. and 4:30 p.m. CST, Monday through Friday, except for KB-recognized holidays.

Item 6.

(d) After-Hours Support and Fees. Telephone support is available outside Regular Business Hours through an answering service at (816) 842-3700. The Fees for remote or on-site assistance outside of KB's Regular Business Hours are not included in KB's annual maintenance fee and are Additional Services subject to additional Fees pursuant to Section 3(c).

(e) Requests for Service Call. Customer requests for support or service calls can be reported to: service@KentonBrothers.com. Customer requests for support outside of Regular Business Hours are available through an answering service at (816) 842-3700.

(f) Non-KB Furnished Equipment. Any Equipment not purchased by Customer from KB or not otherwise provided by KB that is to be covered by a Maintenance and Support Services Schedule shall be subject to inspection by KB to determine if it is in good operating condition. Any repairs or adjustments deemed necessary by KB to bring such Equipment up to good operating condition shall be made at Customer's expense with advance notice to Customer of the extent of the necessary repairs and estimated cost of repair (if repairs are to be made by KB). If Customer does not make such necessary repairs, then KB shall have no obligation to provide the Services related to such Equipment.

(g) Manufacturer's Warranty. Equipment and Software under manufacturer's warranty will be returned for repair or replacement in accordance to that third-party suppliers' returned material authorization policy.

(h) Required KB Approvals. Customer shall not perform any material repairs to the Equipment or Software without KB's prior approval and Customer shall not relocate, reinstall or modify any of the Equipment without KB's prior written approval. Nothing in the foregoing relieves Customer of responsibility for routine maintenance and the other obligations imposed in Section 8.(b).

(i) Term. The initial term of the Maintenance and Support Services shall commence on the date set forth in the applicable Maintenance and Support Services Schedule and shall continue for the period of months set forth in that Schedule. Thereafter, unless the Maintenance and Support Services Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Maintenance and Support Services shall automatically renew for the additional, consecutive periods specified in the Schedule.

(j) Fees. The annual Fee for Maintenance and Support Services during the initial term, for the Equipment specified in applicable Schedule, shall be the amount set forth in the Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d). If Customer, with KB's approval, makes any additions, modifications or deletions to the Equipment listed in the Schedule, KB shall adjust the annual maintenance charge to reflect such changes. Any additional charges under Section 5.(d) shall be at KB's published rates in effect at the time that KB furnishes the additional services.

(k) Payment. Unless otherwise stated in the applicable Schedule, the annual Fee for Maintenance and Support Services shall be paid in equal monthly installments with each payment due in advance. KB shall invoice Customer for such amounts and payment shall be due monthly within fifteen (30) days of the invoice date. All other charges shall be invoiced following the work performed and due upon receipt.

## **6. REMOTE VIDEO EQUIPMENT AND/OR ACCESS SERVICE**

(a) 90-Day Equipment Warranty. If Customer purchases as new any Remote Video Equipment pursuant to a Schedule, KB warrants, for a period of ninety (90) days from the date of installation by KB or from the date of sale if system is self-installed by Customer, that the Remote Video Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Remote Video Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. The conditions, limitation and other terms of this ninety (90)-day warranty are set forth in Section 12. Consistent with Section 12, KB disclaims all warranties, other than the warranty in this Section 6.(a).

(b) Remote Video Server Access. If and to the extent Customer purchases Remote Video Server Access pursuant to a Schedule, during the term of the Remote Video Access Service set forth in the Schedule, KB will provide Customer with access via the Internet to KB's remote video server which finds the IP address that Customer's closed circuit television ("CCTV") is using in order to enable Customer to view the CCTV cameras on any computer connected to high speed internet connection or any smart phone with Internet access capabilities. KB is responsible only for allowing access to its remote video server and will assign a unique passcode to Customer to enable such access. Customer is solely responsible for supplying all 110 Volt AC power, electrical outlets and receptacles, electric service, high speed Internet connection, high speed broadband cable or DSL and IP address at Customer's premises where the CCTV system is installed. KB has no responsibility or liability for the same. For purposes of clarity, KB is not responsible for Customer's access to the Internet or for any interruption of service or down time of KB's remote video server. Customer also is solely responsible for installing, assigning and maintaining the security of all passcodes Customer assigns to the end users Customer authorizes to view the CCTV cameras.

(c) Term of Access. The initial term of the Remote Video Server Access shall commence on the date set forth in the applicable Schedule and shall continue for the period of months set forth in that Schedule. Thereafter, unless the Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Remote Video Server Access shall automatically renew for the additional, consecutive periods specified in the Schedule.

(d) Fees. The annual Fee for Remote Video Server Access during the initial term shall be the amount set forth in the applicable Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d).

(e) Payment. Unless otherwise stated in the applicable Schedule, the annual Access Fee shall be paid in equal monthly installments with each payment due in advance through credit card/bank authorization pursuant to Section 7.(b). In the event Customer fails to timely pay the monthly access charge KB shall be permitted to terminate Customer's access to KB's remote video server without notice.

## 7. FEES AND PAYMENT

Item 6.

- (a) Fees. Customer shall pay KB the Fees in the amount, at the times and in the manner set forth in this Agreement or the applicable Schedule. KB may, in its sole discretion, require a down payment or payment in full prior to shipment of the Equipment/Software or performance of the Services. Unless otherwise stated in the applicable Schedule, the contract price (less any down payment previously paid) for Equipment, Software and Installation Services per the Schedule shall be paid within thirty (30) days after the date of invoice. The address for payment is 3401E Truman Rd. Kansas City MO 64127 or such other address KB designates in writing. The stated Fees do not include any applicable taxes or duties, including without limitation, state and local use, sales and property taxes and duties. Customer is responsible for all taxes and duties incurred as a result of its subscription and use of or access to the Equipment, Software or Services (except for any taxes levied upon KB's income).
- (b) Credit/Bank Card Authorizations. Customer acknowledges that KB's obligation to provide certain Services is conditioned upon Customer providing and maintaining a valid credit card or bank debit authorization with KB that permits KB to receive payment by automatically charging to Customer's credit card or automatically debiting to Customer's bank account all Fees payable under the applicable Schedule. Unless otherwise provided in a Schedule, such credit card or debit authorization method of payment applies to Fees for Remote Video Server Access and third-party monitoring. In the event of non-payment through this method for any reason, such non-payment shall constitute a breach by Customer. KB shall not be required to send invoices or bills for these Services.
- (c) Remedies for Non-Payment. If Customer does not timely comply with KB's payment terms or shows evidence of changed financial condition, KB may declare Customer in breach, suspend further access to the Services and/or terminate this Agreement at KB's sole option and pursue any or all of the following additional remedies: (i) collect interest at the lower of the rate of 1.533% per month or the maximum interest rate allowed under applicable law on all invoices older than thirty (30) days; (ii) require additional security or changes in the payment terms conditions; (iii) accelerate payment and declare the entire remaining Fees immediately due and payable to KB including, without limitation, the balance of any Fee (s) for Maintenance and Support Services payable under the Maintenance and Support Services Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable Schedule during the then current term and/or (iv) any other remedies available at law or in equity.
- (d) Reimbursement of Expenses. Unless otherwise noted in a Schedule, Customer shall reimburse KB for any reasonable out-of-pocket expenses actually incurred by KB relating to KB's performance of its obligations under this Agreement.
- (e) Changes to Fees upon Renewal Term. Fees for renewal terms may be changed by KB upon ninety (90) days' advance written notice.

## 8. CUSTOMER OBLIGATIONS

- (a) Space; Facilities; Access. Customer, at its own expense shall provide KB with (i) ready access to the Equipment and Software at all reasonable times as necessary to perform the Services together with Customer's server(s) and other information technology systems to the extent necessary to perform the Services; (ii) adequate work and storage space and utilities; (iii) all electrical current, electrical current outlets, circuits and wiring required by the Equipment (and Customer is responsible for any ground loop or surge issues); (iv) a clean operating environment at the installation site which does not exceed the rated temperature, humidity and operation specifications of the Equipment; and (v) access to the Customer's network via the Internet to allow remote IT system support of relevant Equipment and Software at all times, including adequate bandwidth.
- (b) Customer's Information Technology Systems. Although KB may need access to Customer's servers and other information technology systems to perform the Services, Customer is solely responsible for maintaining and operating the IT system and assuring that the integration of security components hereunder do not alter the proper functioning of Customer's network and systems.
- (c) Maintenance; Unauthorized Relocation or Repair. Customer shall perform routine maintenance on the Equipment, such as keeping the Equipment clean, secure, and in a proper environment, upgrading software, and any non-material equipment repair.
- (d) Extraordinary Service Costs. If any specialized equipment is required to provide the Services to Customer (including, without limitation, special scaffolding or man-lift equipment), then Customer shall either provide such specialized equipment or reimburse KB for the cost of the rental or purchase of such specialized equipment. Such duty applies to all Services requiring specialized equipment, including, without limitation, Services included in Maintenance and Support Services.

## 9. THIRD PARTY CENTRAL OFFICE MONITORING

Customer acknowledges that no central office monitoring services are provided by KB to Customer pursuant to this Agreement. If requested by Customer and set forth in a Schedule, KB will contract directly with a third party monitoring company to provide central office monitoring services for Customer, and the Fee for such third-party monitoring will be set forth on the applicable Schedule. This third party arrangement is offered by KB solely as a convenience to Customer and Customer acknowledges that KB is not responsible for providing any monitoring services. Customer agrees that KB shall not be liable under any circumstances for any events arising out of or in any way related to the third party monitoring services, and KB expressly disclaims all liability associated with such central office monitoring services.

## 10. TERM; TERMINATION

- (a) Term. This Agreement will commence on the Effective Date and remain in effect so long as the term of any Schedule remains in effect.
- (b) Termination of a Schedule. Either party may terminate any Schedule(s) upon thirty (30) days prior written notice to the other party, in the event that the other party: (i) materially breaches any material provision of this Agreement or the Schedule and fails to cure such material breach within such thirty (30)-day notice and cure period, or (ii) is the subject of a voluntary or involuntary bankruptcy, reorganization or liquidation proceeding, is insolvent, makes a general assignment for the benefit of creditors or admits in writing its inability to pay debts when due. Additionally, KB may immediately suspend or terminate this Agreement upon written notice to Customer pursuant to Section 7.(c). Further, this

Agreement shall automatically terminate in the event that loss or irreparable damage or destruction occurs which renders the Equipment permanently unfit for use.

Item 6.

(c) Effect of Termination. Upon the expiration or other termination of a Schedule for any reason, each party's rights and obligations under the Schedule shall automatically terminate except those rights and obligations that accrued prior to the effective termination date of the Schedule and those rights and obligations that by their nature or express terms continue after the effective termination date of the Schedule. If any Schedule is terminated for any reason, other than termination by Customer pursuant to Section 10.(b) due to KB's breach, KB shall be entitled to retain all prepaid Fees, to accelerate payment and declare the entire remaining Fees immediately due and payable to KB (including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the Maintenance and Support Services Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable Schedule during the then current term) and pursue any and all additional remedies available at law or in equity. Upon termination of the Agreement, if any of the Equipment is owned by KB, then Customer will reimburse KB for the cost of the removal charges of such Equipment.

## 11. RELATIONSHIP OF PARTIES

The relationship of KB and Customer established by this Agreement shall be solely that of independent contractors, and nothing herein shall create or imply any other relationship. Nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party. KB shall have the right to determine the method, details, and means of providing and performing the Services. KB shall have the sole right to designate the appropriate personnel, subcontractors or service partners necessary to provide the Services to be performed under a Schedule. KB reserves the right to substitute personnel, subcontractors and service partners for any reason and in its own discretion. Customer agrees that KB shall not be liable for any loss or damage sustained by Customer caused by the negligence of any third parties, including subcontractors and service partners selected by KB to perform the Services.

## 12. LIMITED WARRANTIES; DISCLAIMER OF ALL OTHER WARRANTIES

(a) Limited Warranties. KB warrants the workmanship of all Services it performs under this Agreement for a period of ninety (90) days from the date the Services are performed. With respect to Remote Video Equipment sold new to Customer, KB makes the warranty set forth in Section 6.(a). With respect to all other Equipment sold new to Customer, KB warrants, for a period of one (1) year from the earliest of date of shipment, that the Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. KB shall be the sole judge, using its reasonable judgement, in determining whether the Services, Equipment or Software are/were defective. KB's sole obligation and Customer's exclusive remedies with respect to Services or Equipment KB determines to be defective during the warranty period shall be KB's obligation to re-perform the defective Services or to repair or replace the defective item (which selected option shall be determined by KB in its sole discretion). KB reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. All remedies are expressly conditioned upon: (i) Customer advising KB of any defect, error or omission within ten (10) days after KB's performance of the Services in the case of defective Services, and within ten (10) days after KB's installation of the Equipment or, if installed by Customer, within ten (10) days from the date of sale of the Equipment, in the case sale of new Equipment; (ii) Customer sending written notice of defect to KB, by certified or registered mail/ return receipt requested in the event Customer complies with Section 12.(a)(i) and KB fails to re-perform the Services or to repair or replace the Equipment within thirty-six (36) hours after the date of the notice required in Section 12.(a)(i) excluding Saturdays, Sundays and legal holidays; (iii) Customer not repairing or altering the Equipment without KB's consent; and (iv) Customer complying with the operating instructions for the Equipment. In the event KB elects to repair any Equipment at its own site or to replace any Equipment, Customer shall pay the cost of disassembling and returning the allegedly defective Equipment and KB. The warranty does not include batteries, reprogramming, damage by lightning or electrical surge and does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than KB. KB is not the manufacturer of the Equipment and, other than KB's limited warranty in this Section 12.(a), Customer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage, if any. KB makes no warranties of any kind with respect to used or refurbished Equipment sold to Customer.

(b) Disclaimer of All Other Warranties. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE APPLICABLE SCHEDULE, KB PROVIDES ALL EQUIPMENT, SOFTWARE AND SERVICES UNDER THIS AGREEMENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. KB HEREBY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, SOFTWARE OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY, GUARANTEE, OR REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE EQUIPMENT, SOFTWARE OR SERVICES. KB MAKES NO REPRESENTATION OR WARRANTY THAT THE EQUIPMENT, SOFTWARE OR SERVICES WILL AVERT, DETER OR PREVENT ANY LOSS OR INJURY DUE TO BURGLARY, HOLD UP, FIRE OR OTHERWISE, OR THAT THE EQUIPMENT OR SERVICES WILL PROVIDE THE PROTECTION FOR WHICH THEY ARE INTENDED OR THAT THE SYSTEM OR ITS COMPONENTS ARE INCAPABLE OF HACKING, COMPROMISE OR CIRCUMVENTION. KB MAKES NO WARRANTY AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ANY THIRD PARTY HARDWARE, EQUIPMENT OR SOFTWARE PROVIDED BY KB OR WITH WHICH THE SERVICES MAY BE REQUIRED OR DESIRED TO COMMUNICATE OR OPERATE. KB IS NOT RESPONSIBLE FOR ANY DEFECT CAUSED BY OR THAT OTHERWISE RESULTS FROM MODIFICATIONS, MISUSE OR DAMAGE TO THE SERVICES MADE, PERMITTED OR OTHERWISE CAUSED BY CUSTOMER IN WHOLE OR IN PART.

## 13. LIMITATION OF LIABILITY

KB SHALL HAVE NO LIABILITY FOR ANY DELAY IN PERFORMING ITS OBLIGATIONS HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL KB BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTIES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE EQUIPMENT, THE SOFTWARE OR THE SERVICES, WHETHER CAUSED BY KB'S NEGLIGENCE, FAULT, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF

CONTRACT, BREACH OF WARRANTY OR OTHER CAUSE OR CAUSES WHATSOEVER AND EVEN IF KB WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, IF THE DELAY IS CAUSED BY CUSTOMER OR ANY FORCE MAJEURE EVENT. SUCH INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF ANTICIPATED PROFITS, LABOR INEFFICIENCIES, IDLE EQUIPMENT, HOME OFFICE OVERHEAD, AND SIMILAR TYPES OF DAMAGES. IN THE EVENT THAT KB IS FOUND LIABLE FOR DIRECT DAMAGES, IN NO EVENT SHALL KB'S TOTAL LIABILITY FOR DIRECT DAMAGES EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CUSTOMER FOR THE DEFECTIVE ITEM OR SERVICE UNDER THE APPLICABLE SCHEDULE WITHIN THE IMMEDIATELY PRECEDING TWELVE (12)-MONTH PERIOD. THE DISCLAIMER OF WARRANTIES IN SECTION 12 AND THE LIMITATION OF LIABILITY AND REMEDY IN THIS SECTION 13 ARE A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER FOR KB TO PROVIDE AND FOR CUSTOMER TO OBTAIN ACCESS TO THE EQUIPMENT, SOFTWARE AND SERVICES FOR THE SPECIFIED FEES. CUSTOMER ACKNOWLEDGES THAT KB IS NOT THE MANUFACTURER OF ANY OF THE EQUIPMENT, AND CUSTOMER AGREES THAT KB SHALL HAVE NO LIABILITY RELATED TO ANY PRODUCT DEFECT RELATED TO THE EQUIPMENT OR SOFTWARE EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6(a) WITH RESPECT TO REMOTE VIDEO SERVER EQUIPMENT.

Item 6.

#### 14. INDEMNIFICATION BY CUSTOMER

(a) Indemnity. Customer shall indemnify, defend and hold harmless KB and its officers, shareholders, directors, employees, agents and affiliates (each, a "KB Indemnified Party") from and against any and all damages, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, suit, action, arbitration or proceeding brought or threatened by a third party against any KB Indemnified Party to the extent arising from or relating to: (a) the design, manufacture, installation or operation of any Equipment or Software or the performance / nonperformance of any Services pursuant to this Agreement; (b) any breach or alleged breach by Customer or its users of any of its representations, warranties, covenants or obligations hereunder or any actual or alleged act or failure to act by Customer; or (c) any of the services provided pursuant to this Agreement by a subcontractor or service partner of KB, including, without limitation, any party providing central office monitoring services to Customer. Customer on its behalf and any insurance carrier waives any right of subrogation Customer's insurance carrier may otherwise have against KB or KB's subcontractors arising out of this Agreement or the relation of the parties hereto.

(b) KB Not an Insurer. Customer understands that KB is not an insurer. Customer has sole responsibility to obtain insurance adequate to cover risks, losses, damages, injuries, death and other effects of burglary, fire, physical dangers or medical problems affecting Customer, Customer's family, and any other persons who may be in or near Customer's Location(s).

#### 15. EXCULPATORY CLAUSE

KB and Customer agree that KB is not an insurer and no insurance coverage is offered herein. The Services performed by KB in connection with this Agreement are not designed to reduce any risks of loss to Customer and KB does not guarantee that no loss will occur. KB is not assuming liability, and, therefore shall not be liable to Customer for any loss, personal injury, data corruption or inability to view or retrieve data, or property damage sustained by Customer as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by KB's negligent performance, failure to perform any obligation or strict products liability. Customer releases KB from any claims for contribution, indemnity or subrogation.

#### 16. CONFIDENTIAL INFORMATION

(a) Confidential Information. Customer acknowledges that during the course of this Agreement, KB may disclose certain confidential information to Customer, including, without limitation, information concerning the business, technology, products, services, financial information, pricing, proposals, customers, prospective customers, referral sources, know-how, procedures, inventions, object or source code, databases, research, programs, designs, concepts, methodologies and strategies of KB ("Confidential Information"). The Customer shall maintain the secrecy of all such Confidential Information disclosed to it pursuant to this Agreement. Customer shall not use, disclose or otherwise exploit any Confidential Information for any purpose not specifically authorized pursuant to this Agreement; provided that, Customer may produce information in compliance with any law, court or administrative order. Customer shall give KB reasonable notice under the circumstances and to the extent permitted by law that such Confidential Information is being sought by a third party so as to afford KB the opportunity to limit or prevent such disclosure. All files, lists, records, documents, drawings, documentation, end-user materials, specifications, equipment and computer programs that incorporate or refer to any Confidential Information shall be returned, deleted or destroyed by the Customer promptly upon termination or expiration of this Agreement.

(b) Remedies. Customer agrees that a breach of Section 16(a) will cause KB irreparable injury and damage. The parties expressly agree that KB shall be entitled to injunctive and other equitable relief to prevent such a breach, in addition to any other remedy to which KB might be entitled. The parties waive the posting of any bond or surety prior to the issuance of an injunction hereunder. In the event a court refuses to honor the waiver of bond hereunder, the parties expressly agree to a bond in the amount of \$100.00. All remedies for such a breach shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedy with respect to the subject matter hereof.

#### 17. NOTICE TO OWNER

FAILURE OF KB TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS AGREEMENT CAN RESULT IN THE FILING OF THE MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT HEREOF PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK KB FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS AGREEMENT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

#### 18. ARBITRATION OF DISPUTES

(a) Arbitration. Except as provided in Section 18.(c) below, the parties agree that all claims, disputes or controversies between KB and Customer which arise out of or relate to this Agreement, or the breach thereof, shall be submitted to and resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (including its Emergency Rules) then in effect and judgment

on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any demand for arbitration must be filed promptly and within a reasonable time after a claim, dispute or controversy has arisen and in no event later than one (1) year after the cause of action accrued. Item 6.

(b) Place. The parties agree the place of arbitration shall be in Kansas City, Missouri.

(c) Exclusions. Regardless of any contrary provision contained in this Agreement, claims by KB against Customer collecting overdue amounts not disputed by Customer shall not be subject to the provisions of this Section 18. And, regardless of any contrary provision contained in this Agreement, claims, disputes and controversies arising out of actions or claims filed or asserted by third parties on account of personal injury or death of a person, loss or damage to property shall not be subject to the provisions of this Section 18.

## 19. ATTORNEYS FEES AND COSTS

Should either party be required to institute any arbitration, lawsuit, action or proceeding to enforce any of its rights set forth in this Agreement (including any Schedule), then the prevailing party in any such lawsuit, action or proceeding shall be entitled to reimbursement from the non-prevailing party for all reasonable attorneys' fees and costs incurred in such arbitration, lawsuit, action or proceeding.

## 20. GENERAL PROVISIONS

(a) No-Hire. Without the prior written consent of KB, Customer will not offer employment, consulting or other arrangement to any of KB's employees until the earlier of two (2) years after termination of this Agreement or two (2) years after such employee leaves the employment of KB.

(b) Entire Agreement; Amendment. This Agreement, including the Schedules, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, both oral and written, with respect to the subject matter hereof. Except as otherwise provided herein, no amendment or modification of this Agreement or any Schedule shall be effective unless in writing and signed by both parties. No use of trade, course of prior dealings between the parties or other regular practice or method of dealing between the parties shall be used to modify, interpret, supplement or alter in any manner the terms of this Agreement.

(c) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be delivered by facsimile or scanned email transmission.

(d) Severability. If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect, and such invalid, illegal or unenforceable term or provision shall be deemed not to be part of this Agreement.

(e) Governing Law; Venue. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Missouri, without reference to its conflicts or choice of law principles. The parties agree that the sole and exclusive jurisdiction and venue for any and all disputes arising under this Agreement that are not subject to arbitration pursuant to Section 18 (including, without limitation, actions to enforce a binding decision of the arbitrator) shall be in any trial court located in or having jurisdiction over Jackson County, Missouri. Each of the parties hereby irrevocably submits and consents to personal jurisdiction in the State of Missouri.

(f) Notices. Any notice required hereunder shall be delivered by hand, by courier service, or by certified mail (return receipt requested, postage prepaid) to the address provided by the party to be notified. Either party may change the referenced addresses and contact information by written notice to the other in accordance with this Section. Notices shall be effective: (i) as of the date personally delivered if by hand or (ii) for notices sent by certified mail, five (5) business days after the postmark date, or (iii) upon receipt if sent by courier service such as Federal Express, U.P.S., or DHL. Notices also may be delivered by electronic means (including, without limitation, via email) and notices so delivered shall be effective upon actual receipt of the electronic transmission.

(g) Waiver. Except as specifically provided in a written waiver signed by a duly authorized representative of the party seeking enforcement, the failure to enforce or the waiver of any term of this Agreement shall not constitute the waiver of such term at any time or in any circumstances and shall not give rise to any restriction on or condition to the prompt, full and strict enforcement of the terms of this Agreement.

(h) Assignment and Benefit. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that KB may assign this Agreement in connection with the sale, merger or disposition of KB, the Services or any of its related business operations. This Agreement shall be binding upon and shall inure to the benefit of Customer and KB and their successors and permitted assigns, subject to the other provisions of this section.

(i) Delays in Performance or Shipment. KB shall exercise reasonable efforts to perform all Services on the proposed or scheduled dates, but KB makes no guarantees as to dates. KB shall be further excused from any delay or failure in its performance hereunder caused by any disruption or slow speed of the Internet, break-downs of security or introduction of computer viruses (and the like) by third parties, any labor dispute, government requirement, act of God, or any other cause beyond its reasonable control. If through no fault of KB delivery is delayed, Customer shall pay to KB any additional costs it incurs as a result of such delay.

(j) Third Parties. Nothing in this Agreement, express or implied, shall create or confer upon any person or entity not a named party to this Agreement any legal or equitable rights, remedies, liabilities or claims with respect to this Agreement and nothing in this Agreement or any Schedule shall give any third party any claim or cause of action against KB.





## AGENDA ITEM ANALYSIS

Project/Issue Name: 23-14 An Ordinance of the City Council Vacating Approximately Eight Thousand Four Hundred and Forty-Three (8,443) Square Feet of Unoccupied Utility Easements at the 3000 Block of East Sawyer Road (VACA-003).

Submitted By: Chris Tabor, Principal Planner, BUILDS Department

Date: May 16, 2023

### Issue Statement

The BUILDS Department is requesting the vacation of approximately (8,443.73) square feet of Utility Easements at the 3000 Block of E Sawyer Rd (Parcel Identification Number: 1434400006).

### Discussion and/or Analysis

The BUILDS Department is requesting the vacation of approximately (8,443.73) square feet of utility easement currently present on the site of the land owned by the City of Republic.

The City is in the process of decommissioning the Brookline South Lift Station and removing sewer main located within the easement. A new lift station is being constructed to the west side of the Hankins Subdivision. The move increases the coverage area of the wastewater system and enhances system capacity. It has been determined that the holding of these easements is no longer necessary.

The following contains brief analyses of present site conditions as well as the proposal's relationship to adopted plans of the City:

**Transportation:** The proposal has no anticipated adverse impact on the City's transportation system.

**Land Use:** The proposal has positive development impact to the subject property and to adjacent properties.

**Municipal Utilities:** The proposal has no anticipated adverse impact on the City's water, wastewater, or stormwater systems currently in place.

**Other Public Services:** The proposal is not anticipated to have any impact on any other public services.

**Emergency Services:** The proposal has no anticipated impact on emergency services.

### Recommended Action

The BUILDS Department recommends approval of the requested Utility Easement Vacation.

**AN ORDINANCE OF THE CITY COUNCIL VACATING APPROXIMATELY EIGHT THOUSAND FOUR HUNDRED AND FORTY-THREE (8,443) SQUARE FEET OF UNOCCUPIED UTILITY EASEMENTS AT THE 3000 BLOCK OF EAST SAWYER ROAD (VACA-003)**

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

**WHEREAS**, the City has requested that Council vacate approximately eight thousand four hundred and forty-three point seven three (8,443.73) square feet of utility easements on property currently owned by the City of Republic ("Proposed Vacated Area"); and

**WHEREAS**, the City is in the process of decommissioning the Brookline South Lift Station and removing sewer main located within the Proposed Vacated Area; and

**WHEREAS**, the Proposed Vacated Area is more fully identified in the legal description as follows:

VACATING A PORTION OF A UTILITY EASEMENT RECORDED IN BOOK 2051, PAGE 1801. PORTION BEING VACATED DESCRIBED AS FOLLOWS: LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER SECTION 34, TOWNSHIP 29 NORTH, RANGE 23 WEST GREENE COUNTY, MISSOURI; COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 34, TOWNSHIP 29 NORTH, RANGE 23 WEST SITUATED IN THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI; THENCE N88°13'40"W ALONG THE SOUTH LINE OF QUARTER SECTION 34, A DISTANCE OF 1230.43 FEET; THENCE N01°37'31"E A DISTANCE OF 16.70 FEET TO A POINT ON THE APPEARENT NORTH RIGHT-OF-WAY LINE OF FARM ROAD NO 156; FOR A POINT OF BEGINNING; THENCE N87°53'37"W ALONG SAID LINE A DISTANCE OF 25.00 FEET; THENCE N01°37'31"E A DISTANCE OF 181.36 FEET; THENCE N90°00'00"E A DISTANCE OF 18.00 FEET; THENCE N00°00'00"W A DISTANCE OF 48.87 FEET; THENCE S79°19'31"W A DISTANCE OF 25.59 FEET TO A POINT ON GRANTORS WEST LINE; THENCE ALONG SAID WEST LINE N01°45'58"E A DISTANCE OF 15.36 FEET; THENCE LEAVING SAID WEST LINE N79°19'31"E A DISTANCE OF 40.37 FEET; THENCE S00°00'00"E A DISTANCE OF 66.96 FEET; THENCE N90°00'00"E A DISTANCE OF 42.00 FEET; THENCE S00°00'00"E A DISTANCE OF 50.00 FEET; THENCE N90°00'00"W A DISTANCE OF 51.41 FEET; THENCE S01°37'31"W A DISTANCE OF 132.26 FEET; TO THE POINT OF BEGINNING.

**WHEREAS**, the City previously submitted its application ("Application") to vacate the Proposed Vacated Area to the Planning and Zoning Commission ("P&Z Commission"), which then set a public hearing on the Application for April 10, 2023; and

**WHEREAS**, a notice of the time and date of the public hearing was given by publication on March 22, 2023 in the *Greene County Commonwealth*, a newspaper of general circulation in the City, at least fifteen (15) days in advance of the public hearing; and

**WHEREAS**, the City gave notice of the public hearing to the record owners of all properties within 185 feet of the Proposed Vacated Area, including all properties adjacent to the Proposed Vacated Area; and

**WHEREAS**, the P&Z Commission conducted the public hearing on April 10, 2023 and subsequently recommended approval of the Application by a vote of 7 Ayes to 0 Nays; and

**WHEREAS**, the P&Z submitted written findings of fact and its recommendation on the Application to the Council; and

**WHEREAS**, the request to vacate was first presented to the City Council at its regular meeting on April 11, 2023, and was again presented for its final read to the City Council at its regular meeting on May 2, 2023, at which time the Council approved the vacation of the Proposed Vacated Area, as requested in the initial application and as recommended by the P&Z Commission.

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

- Section 1:** The approximately eight thousand four hundred and forty-three point seven three (8,443.73) square feet of unoccupied utility easement, more fully described in the Legal Description contained herein above, is hereby vacated, and the same shall revert to the affected owner(s) in the same proportion(s) as it was originally taken.
- Section 2:** The City Clerk is hereby directed to record a certified copy of this Ordinance with the Recorder of Deeds for Greene County, Missouri.
- Section 3:** The whereas clauses are hereby specifically incorporated herein by reference.
- Section 4:** The provisions of this Ordinance are severable, and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 5:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Republic, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Attest:**

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

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

**Approved as to Form:**

  
Megan McCullough, City Attorney

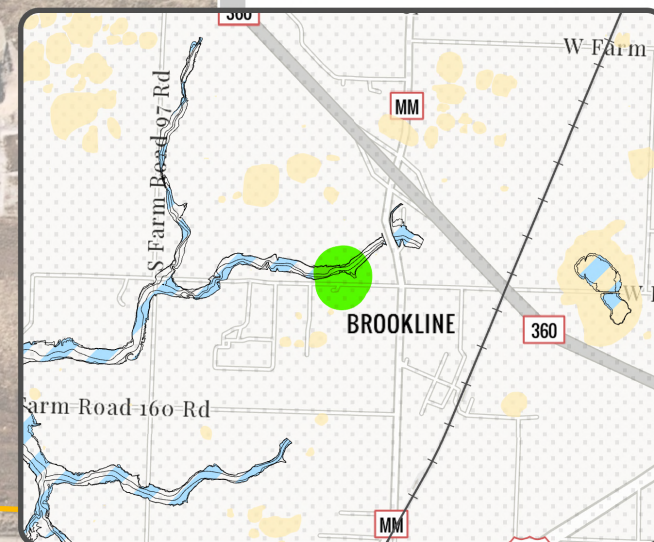
**Final Passage and Vote:**

**Project**  
Vacation

**Zoning**  
PDD

**Acreage**  
0.2

**Ward**  
2



0 30 60 Feet

# VACA 23-003 & 004

— Property Line  
— Site Extent

 Floodplain  
 Sinkholes

## EXHIBIT "A"

GRANTOR(S): CITY OF REPUBLIC MO,  
 GRANTEE: CITY OF REPUBLIC MO,

VACATING A PORTION OF A UTILITY EASEMENT RECORDED IN BOOK 2051, PAGE 1801. PORTION BEING VACATED DESCRIBED AS FOLLOWS:

LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER SECTION 34, TOWNSHIP 29 NORTH, RANGE 23 WEST GREENE COUNTY, MISSOURI;

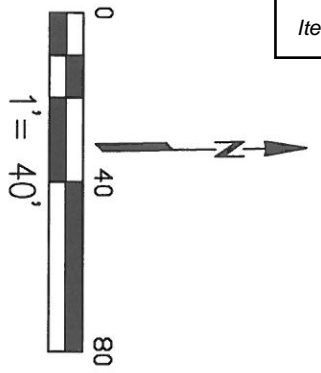
**COMMENCING** AT THE SOUTHEAST CORNER OF SAID SECTION 34, TOWNSHIP 29 NORTH, RANGE 23 WEST SITUATED IN THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI; **THENCE** N88°13'40"W ALONG THE SOUTH LINE OF QUARTER SECTION 34, A DISTANCE OF 1230.43 FEET; **THENCE** N01°37'31"E A DISTANCE OF 16.70 FEET TO A POINT ON THE APPARENT NORTH RIGHT-OF-WAY LINE OF FARM ROAD NO 156; **FOR A POINT OF BEGINNING**; **THENCE** N87°53'37"W ALONG SAID LINE A DISTANCE OF 25.00 FEET; **THENCE** N01°37'31"E A DISTANCE OF 181.36 FEET; **THENCE** N90°00'00"E A DISTANCE OF 18.00 FEET; **THENCE** N00°00'00"W A DISTANCE OF 48.87 FEET; **THENCE** S79°19'31"W A DISTANCE OF 25.59 FEET TO A POINT ON GRANTORS WEST LINE; **THENCE** ALONG SAID WEST LINE N01°45'58"E A DISTANCE OF 15.36 FEET; **THENCE** LEAVING SAID WEST LINE N79°19'31"E A DISTANCE OF 40.37 FEET; **THENCE** S00°00'00"E A DISTANCE OF 66.96 FEET; **THENCE** N90°00'00"E A DISTANCE OF 42.00 FEET; **THENCE** S00°00'00"E A DISTANCE OF 50.00 FEET; **THENCE** N90°00'00"W A DISTANCE OF 51.41 FEET; **THENCE** S01°37'31"W A DISTANCE OF 132.26 FEET; **TO THE POINT OF BEGINNING.**

CONTAINING 8,443.73 SQUARE FEET. (MORE OR LESS)

NEW AREA OF EASEMENT BEING SUBJECT TO ALL EXISTING EASEMENTS OF RECORD.

BEARINGS BASED ON GRID NORTH, CENTRAL ZONE OF THE MISSOURI COORDINATE SYSTEM OF 1983.





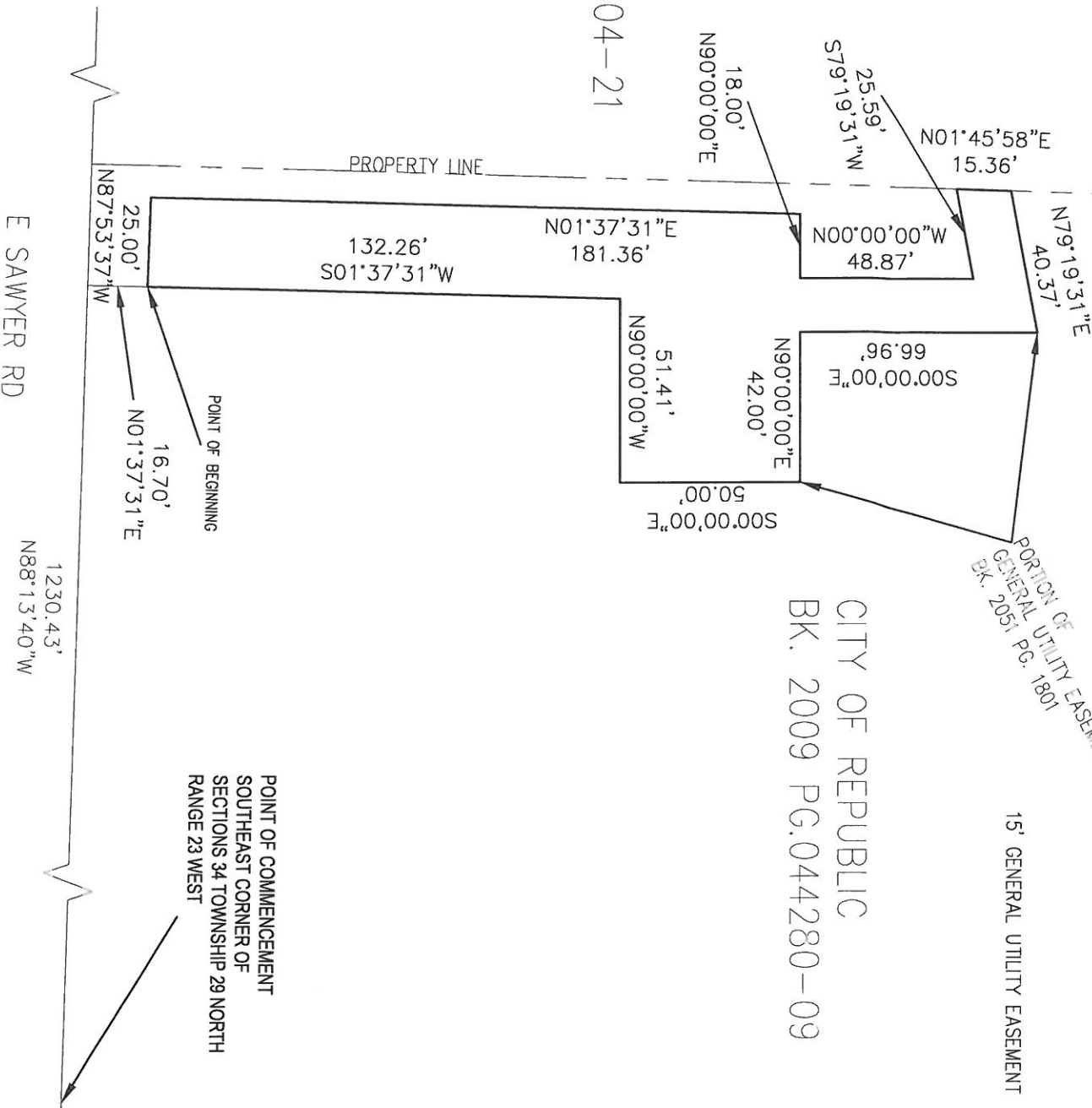
# EXHIBIT "B"

REPUBLIC 63 LLC  
BK. 2021 PG. 004404-21

CITY OF REPUBLIC  
BK. 2009 PG. 044280-09

PORTION OF  
GENERAL UTILITY EASEMENT TO BE VACATED  
BK. 2051 PG. 1801

15' GENERAL UTILITY EASEMENT



THIS EXHIBIT WAS PRODUCED BY PUBLIC WORKS DEPARTMENT  
OF THE CITY OF REPUBLIC AS A VISUAL AID DEPICTING THE  
APPROXIMATE CONFIGURATION OF EASEMENT DESCRIBED IN  
EXHIBIT "A".

# Findings of Fact

Date of Hearing:

04/10/2023

Time:

6:00

Type of Application:

Vacation

Name of Applicant:

City of Republic (VAC 23-003)

Location:

City Council Chambers

**Based upon the facts presented during the course of this hearing, I have found that the application is generally:**

Conforming to the City's adopted Land Use Plan ☒ Yes ☐ No

Conforming to the City's adopted Transportation Plan ☒ Yes ☐ No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) ☒ Yes ☐ No

Compatible with surrounding land uses ☒ Yes ☐ No

Able to be adequately served by municipal infrastructure ☒ Yes ☐ No

Aligned with the purposes of RSMo. 89.040 ☒ Yes ☐ No

**Statement of Relevant Facts Found:**

City of Republic owned property  
Decom of the lift station and removal of sewer

**Based on these findings, I have concluded to recommend the application to the City Council for:**

☒ Approval ☐ Denial

Commissioner Name:

Brian Debraud

Commissioner Signature:

Brian Debraud

Date:

4-10-23

# Findings of Fact

Date of Hearing:

04/10/2023

Time:

6:00

Type of Application:

Vacation

Name of Applicant:

City of Republic (VAC 23-003)

Location:

City Council Chambers

**Based upon the facts presented during the course of this hearing, I have found that the application is generally:**

Conforming to the City's adopted Land Use Plan

☒ Yes

☐ No

Conforming to the City's adopted Transportation Plan

☒ Yes

☐ No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.)

☒ Yes

☐ No

Compatible with surrounding land uses

☒ Yes

☐ No

Able to be adequately served by municipal infrastructure

☒ Yes

☐ No

Aligned with the purposes of RSMo. 89.040

☒ Yes

☐ No

**Statement of Relevant Facts Found:**

**Based on these findings, I have concluded to recommend the application to the City Council for:**

☒ Approval

☐ Denial

Commissioner Name:

CYNTHIA HYDER

Commissioner Signature:

C. Hyder

Date:

4/10/23

# Findings of Fact

Date of Hearing:

04/10/2023

Time:

6:00

Type of Application:

Vacation

Name of Applicant:

City of Republic (VAC 23-003)

Location:

City Council Chambers

**Based upon the facts presented during the course of this hearing, I have found that the application is generally:**

Conforming to the City's adopted Land Use Plan

☒ Yes

☐ No

Conforming to the City's adopted Transportation Plan

☒ Yes

☐ No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.)

☒ Yes

☐ No

Compatible with surrounding land uses

☒ Yes

☐ No

Able to be adequately served by municipal infrastructure

☒ Yes

☐ No

Aligned with the purposes of RSMo. 89.040

☒ Yes

☐ No

**Statement of Relevant Facts Found:**

Property owned by City.

**Based on these findings, I have concluded to recommend the application to the City Council for:**

☒ Approval

☐ Denial

Commissioner Name:

Ramon Ellis

Commissioner Signature:

Ramon Ellis

Date:

4/10/23

# Findings of Fact

Date of Hearing:

04/10/2023

Time:

6:00

Type of Application:

Vacation

Name of Applicant:

City of Republic (VAC 23-003)

Location:

City Council Chambers

**Based upon the facts presented during the course of this hearing, I have found that the application is generally:**

- Conforming to the City's adopted Land Use Plan ☒ Yes ☐ No
- Conforming to the City's adopted Transportation Plan ☒ Yes ☐ No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) ☒ Yes ☐ No
- Compatible with surrounding land uses ☒ Yes ☐ No
- Able to be adequately served by municipal infrastructure ☒ Yes ☐ No
- Aligned with the purposes of RSMo. 89.040 ☒ Yes ☐ No

**Statement of Relevant Facts Found:**

**Based on these findings, I have concluded to recommend the application to the City Council for:**

☒ Approval ☐ Denial

Commissioner Name:

Darran Campbell

Commissioner Signature:

Darran Campbell

Date:

4-10-23

# Findings of Fact

Date of Hearing:

04/10/2023

Time:

6:00

Type of Application:

Vacation

Name of Applicant:

City of Republic (VAC 23-003)

Location:

City Council Chambers

**Based upon the facts presented during the course of this hearing, I have found that the application is generally:**

- Conforming to the City's adopted Land Use Plan ☒ Yes ☐ No
- Conforming to the City's adopted Transportation Plan ☒ Yes ☐ No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) ☒ Yes ☐ No
- Compatible with surrounding land uses ☒ Yes ☐ No
- Able to be adequately served by municipal infrastructure ☒ Yes ☐ No
- Aligned with the purposes of RSMo. 89.040 ☒ Yes ☐ No

**Statement of Relevant Facts Found:**

**Based on these findings, I have concluded to recommend the application to the City Council for:**

☐ Approval ☐ Denial

Commissioner Name:

Jeff Hays

Commissioner Signature:

[Signature]

Date:

4/10/23

# Findings of Fact

Date of Hearing:

04/10/2023

Time:

6:00

Type of Application:

Vacation

Name of Applicant:

City of Republic (VAC 23-003)

Location:

City Council Chambers

**Based upon the facts presented during the course of this hearing, I have found that the application is generally:**

- Conforming to the City's adopted Land Use Plan ☒ Yes ☐ No
- Conforming to the City's adopted Transportation Plan ☒ Yes ☐ No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) ☒ Yes ☐ No
- Compatible with surrounding land uses ☒ Yes ☐ No
- Able to be adequately served by municipal infrastructure ☒ Yes ☐ No
- Aligned with the purposes of RSMo. 89.040 ☒ Yes ☐ No

**Statement of Relevant Facts Found:**

**Based on these findings, I have concluded to recommend the application to the City Council for:**

☒ Approval

☐ Denial

Commissioner Name:

Michael Mann

Commissioner Signature:

*Michael Mann*

Date:

4/10/23

# Findings of Fact

Date of Hearing:

Time:

Type of Application:

04/10/2023

6:00

Vacation

Name of Applicant:

Location:

City of Republic (VAC 23-003)

City Council Chambers

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

Conforming to the City's adopted Land Use Plan

☒ Yes

☐ No

Conforming to the City's adopted Transportation Plan

☒ Yes

☐ No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.)

☒ Yes

☐ No

Compatible with surrounding land uses

☒ Yes

☐ No

Able to be adequately served by municipal infrastructure

☒ Yes

☐ No

Aligned with the purposes of RSMo. 89.040

☒ Yes

☐ No

Statement of Relevant Facts Found:

Associated with move of sewer infra.

Based on these findings, I have concluded to recommend the application to the City Council for:

☒ Approval

☐ Denial

Commissioner Name:

Commissioner Signature:

Date:

John Alexander

4/10/23



## AGENDA ITEM ANALYSIS

Project/Issue Name: 23-15 An Ordinance of the City Council Vacating Approximately Five Hundred Thirty Seven (537) Square Feet of Utility Easement Owned by Republic 63, LLC at the 3000 Block of East Sawyer Road (VACA-004).

Submitted By: Chris Tabor, Principal Planner, BUILDS Department

Date: May 16, 2023

### **Issue Statement**

The BUILDS Department is requesting the vacation of approximately (537.22) square feet of Utility Easement at the 3000 Block of E Sawyer Rd (Parcel Identification Number: 1434400003).

### **Discussion and/or Analysis**

The BUILDS Department is requesting the vacation of approximately (537.22) square feet of utility easement currently present on the site of the land owned by Republic 63 LLC.

The City is in the process of adjusting and improving the sewer infrastructure within the Hankins subdivision, including moving a lift station. The move is part of a connected project, which will see the Brookline South Lift Station relocated to the west on the Hankins property to increase the coverage area of the wastewater system while upgrading the lift station from its previous configuration. It has been determined that the holding of this easement is no longer necessary.

Once vacated, the rights associated with the easement will return to the property owner, Republic 63 LLC.

The following contains brief analyses of present site conditions as well as the proposal's relationship to adopted plans of the City:

**Transportation:** The proposal has no anticipated adverse impact on the City's transportation system.

**Land Use:** The proposal has positive development impact to the subject property and to adjacent properties.

**Municipal Utilities:** The proposal has no anticipated adverse impact on the City's water, wastewater, or stormwater systems currently in place.

**Other Public Services:** The proposal is not anticipated to have any impact on any other public services.

**Emergency Services:** The proposal has no anticipated impact on emergency services.

### **Recommended Action**

The BUILDS Department recommends approval of the requested Utility Easement Vacation.

**AN ORDINANCE OF THE CITY COUNCIL VACATING APPROXIMATELY FIVE HUNDRED THIRTY SEVEN (537) SQUARE FEET OF UTILITY EASEMENT OWNED BY REPUBLIC 63, LLC AT THE 3000 BLOCK OF EAST SAWYER ROAD (VACA-004)**

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

**WHEREAS**, the City has requested that Council vacate approximately five hundred thirty seven point twenty two (537.22) square feet of unoccupied utility easement (“Proposed Vacated Area”) on property currently owned by Republic 63, LLC, located at the 3000 block of East Sawyer Road; and

**WHEREAS**, the Proposed Vacated Area is more fully identified in the legal description as follows:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 34, TOWNSHIP 29 NORTH, RANGE 23 WEST SITUATED IN THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI; THENCE N88°13'40"W ALONG THE SOUTH LINE OF QUARTER SECTION 34, A DISTANCE OF 1230.43 FEET; THENCE N01°37'31"E A DISTANCE OF 16.70 FEET TO A POINT ON THE APPEARENT NORTH RIGHT-OF-WAY LINE OF FARM ROAD NO 156; FOR A POINT OF BEGINNING; THENCE N87°53'37"W ALONG SAID LINE A DISTANCE OF 25.00 FEET; THENCE N01°37'31"E A DISTANCE OF 181.36 FEET; THENCE N90°00'00"E A DISTANCE OF 18.00 FEET; THENCE N00°00'00"W A DISTANCE OF 48.87 FEET; THENCE S79°19'31"W A DISTANCE OF 25.59 FEET TO A POINT ON GRANTORS WEST LINE; THENCE ALONG SAID WEST LINE N01°45'58"E A DISTANCE OF 15.36 FEET; THENCE LEAVING SAID WEST LINE N79°19'31"E A DISTANCE OF 40.37 FEET; THENCE S00°00'00"E A DISTANCE OF 66.96 FEET; THENCE N90°00'00"E A DISTANCE OF 42.00 FEET; THENCE S00°00'00"E A DISTANCE OF 50.00 FEET; THENCE N90°00'00"W A DISTANCE OF 51.41 FEET; THENCE S01°37'31"W A DISTANCE OF 132.26 FEET; TO THE POINT OF BEGINNING.

**WHEREAS**, the City previously submitted its application (“Application”) to vacate the Proposed Vacated Area to the Planning and Zoning Commission (“P&Z Commission”), which then set a public hearing on the Application for April 10, 2023; and

**WHEREAS**, the City published notice of the time and date of the public hearing at least fifteen (15) days in advance, on March 22, 2023, in the *Greene County Commonwealth*, a newspaper of general circulation in the City; and

**WHEREAS**, the City gave notice of the public hearing to the record owners of all properties within 185 feet of the Proposed Vacated Area, including all properties adjacent to the Proposed Vacated Area; and

**WHEREAS**, the P&Z Commission conducted the public hearing on April 10, 2023 and subsequently recommended approval of the Application by a vote of 7 Ayes to 0 Nays; and

**WHEREAS**, the P&Z submitted written findings of fact and its recommendation on the Application to the Council; and

**WHEREAS**, having now reviewed the Application upon first read at its regular meeting on April 11, 2023, and second read at its regular meeting on May 2, 2023, the Council finds all requirements for the Application are met and approves vacation of the Proposed Vacated Area as requested in the Application.

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

- Section 1:** The approximately five hundred thirty seven point twenty two (537.22) square feet of unoccupied utility easement, more fully described in the Legal Description contained herein above, is hereby vacated, and the same shall revert to the affected owner(s) in the same proportion(s) as it was originally taken.
- Section 2:** The City Clerk is hereby directed to record a certified copy of this Ordinance with the Recorder of Deeds for Greene County, Missouri.
- Section 3:** The whereas clauses are hereby specifically incorporated herein by reference.
- Section 4:** The provisions of this Ordinance are severable, and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 5:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Republic, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Attest:**

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

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

**Approved as to Form:**

  
\_\_\_\_\_  
Megan McCullough, City Attorney

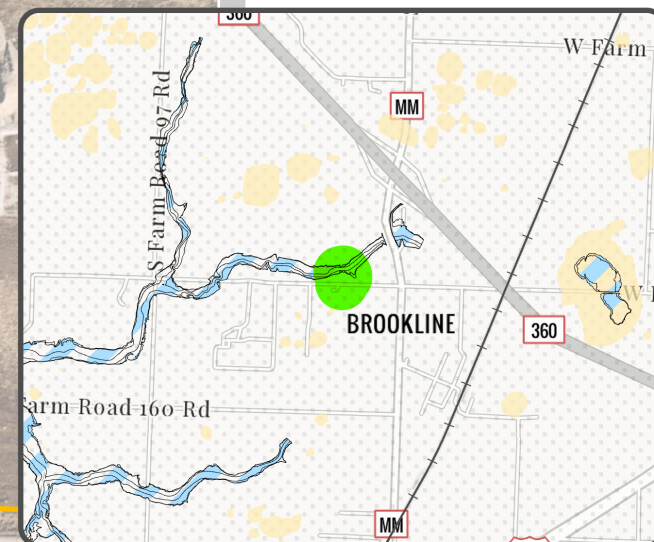
**Final Passage and Vote:**

**Project**  
Vacation

**Zoning**  
PDD

**Acreage**  
0.2

**Ward**  
2



0 30 60 Feet

# VACA 23-003 & 004

— Property Line  
— Site Extent

 Floodplain  
 Sinkholes

## EXHIBIT "A"

GRANTOR(S): CITY OF REPUBLIC MO,  
GRANTEE: REPUBLIC 63 LLC

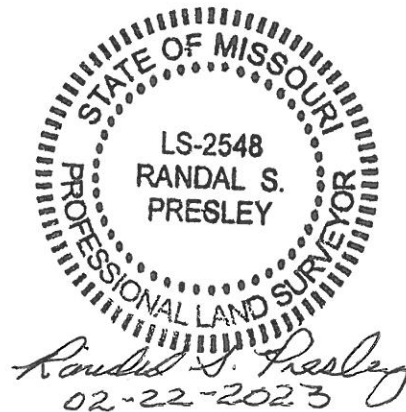
VACATING A PORTION OF A UTILITY EASEMENT RECORDED IN BOOK 2051, PAGE 1801. PORTION BEING VACATED DESCRIBED AS FOLLOWS:

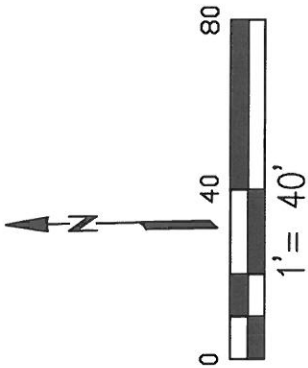
LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER SECTION 34, TOWNSHIP 29 NORTH, RANGE 23 WEST GREENE COUNTY, MISSOURI;  
**COMMENCING** AT THE SOUTHEAST CORNER OF SAID SECTION 34, TOWNSHIP 29 NORTH, RANGE 23 WEST SITUATED IN THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI; **THENCE** N88°13'40"W ALONG THE SOUTH LINE OF QUARTER SECTION 34, A DISTANCE OF 1264.42 FEET TO A POINT ON GRANTORS WEST LINE; **THENCE** N01°45'58"E ALONG SAID LINE A DISTANCE OF 242.09 FEET; **FOR A POINT OF BEGINNING**; **THENCE** S79°19'31"W LEAVING SAID WEST LINE A DISTANCE OF 35.80 FEET; **THENCE** N01°37'31"E A DISTANCE OF 15.35 FEET; **THENCE** N79°19'31"E A DISTANCE OF 35.84 FEET TO A POINT ON GRANTORS WEST LINE; **THENCE** S01°45'58"W ALONG SAID WEST LINE A DISTANCE OF 15.36 FEET; **TO THE POINT OF BEGINNING.**

CONTAINING 537.22 SQUARE FEET. (MORE OR LESS)

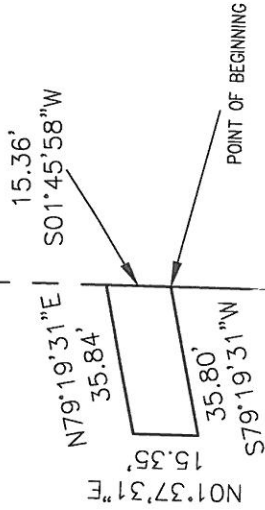
NEW AREA OF EASEMENT BEING SUBJECT TO ALL EXISTING EASEMENTS OF RECORD.

BEARINGS BASED ON GRID NORTH, CENTRAL ZONE OF THE MISSOURI COORDINATE SYSTEM OF 1983.





# EXHIBIT "B"



CITY OF REPUBLIC  
BK. 2009 PG.044280-09

REPUBLIC 63 LLC  
BK. 2021 PG. 004404-21

242.09' N01°45'58"E

PROPERTY LINE



THIS EXHIBIT WAS PRODUCED BY PUBLIC WORKS DEPARTMENT  
OF THE CITY OF REPUBLIC AS A VISUAL AID DEPICTING THE  
APPROXIMATE CONFIGURATION OF EASEMENT DESCRIBED IN  
IT "A".

POINT OF COMMENCEMENT  
SOUTHEAST CORNER OF  
SECTIONS 34 TOWNSHIP 29 NORTH  
RANGE 23 WEST

Item 8.

1264.42' N88°13'40"W  
E SAWYER RD

# Findings of Fact

Date of Hearing:

04/10/2023

Time:

6:00

Type of Application:

Vacation

Name of Applicant:

City of Republic (VAC 23-004)

Location:

City Council Chambers

**Based upon the facts presented during the course of this hearing, I have found that the application is generally:**

- Conforming to the City's adopted Land Use Plan ☒ Yes ☐ No
- Conforming to the City's adopted Transportation Plan ☒ Yes ☐ No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) ☒ Yes ☐ No
- Compatible with surrounding land uses ☒ Yes ☐ No
- Able to be adequately served by municipal infrastructure ☒ Yes ☐ No
- Aligned with the purposes of RSMo. 89.040 ☒ Yes ☐ No

**Statement of Relevant Facts Found:**

Vacation of utility easement used for access to now decommissioned lift station

**Based on these findings, I have concluded to recommend the application to the City Council for:**

☒ Approval

☐ Denial

Commissioner Name:

Brian Doherty

Commissioner Signature:

Brian Doherty

Date:

4-10-23

# Findings of Fact

Date of Hearing:

04/10/2023

Time:

6:00

Type of Application:

Vacation

Name of Applicant:

City of Republic (VAC 23-004)

Location:

City Council Chambers

**Based upon the facts presented during the course of this hearing, I have found that the application is generally:**

- Conforming to the City's adopted Land Use Plan ☒ Yes ☐ No
- Conforming to the City's adopted Transportation Plan ☒ Yes ☐ No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) ☒ Yes ☐ No
- Compatible with surrounding land uses ☒ Yes ☐ No
- Able to be adequately served by municipal infrastructure ☒ Yes ☐ No
- Aligned with the purposes of RSMo. 89.040 ☒ Yes ☐ No

**Statement of Relevant Facts Found:**

**Based on these findings, I have concluded to recommend the application to the City Council for:**

☒ Approval

☐ Denial

Commissioner Name:

CYNTHIA HYDER

Commissioner Signature:

C. Hyder

Date:

4/10/23

# Findings of Fact

Date of Hearing:

04/10/2023

Time:

6:00

Type of Application:

Vacation

Name of Applicant:

City of Republic (VAC 23-004)

Location:

City Council Chambers

**Based upon the facts presented during the course of this hearing, I have found that the application is generally:**

Conforming to the City's adopted Land Use Plan

☒ Yes

☐ No

Conforming to the City's adopted Transportation Plan

☒ Yes

☐ No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.)

☒ Yes

☐ No

Compatible with surrounding land uses

☒ Yes

☐ No

Able to be adequately served by municipal infrastructure

☒ Yes

☐ No

Aligned with the purposes of RSMo. 89.040

☒ Yes

☐ No

**Statement of Relevant Facts Found:**

Property owned by Republic 63,

**Based on these findings, I have concluded to recommend the application to the City Council for:**

☒ Approval

☐ Denial

Commissioner Name:

RANSAN ELLIS III

Commissioner Signature:

[Signature]

Date:

4/10/23

# Findings of Fact

Date of Hearing:

04/10/2023

Time:

6:00

Type of Application:

Vacation

Name of Applicant:

City of Republic (VAC 23-004)

Location:

City Council Chambers

**Based upon the facts presented during the course of this hearing, I have found that the application is generally:**

- |   |                                      |                          |
|---|--------------------------------------|--------------------------|
| Conforming to the City's adopted Land Use Plan                                      | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Conforming to the City's adopted Transportation Plan                                | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Compatible with surrounding land uses   | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Able to be adequately served by municipal infrastructure                            | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Aligned with the purposes of RSMo. 89.040   | <input checked="" type="radio"/> Yes | <input type="radio"/> No |

**Statement of Relevant Facts Found:**

**Based on these findings, I have concluded to recommend the application to the City Council for:**

☒ Approval ☐ Denial

Commissioner Name:

Darran Campbell

Commissioner Signature:

Darran Campbell

Date:

# Findings of Fact

Date of Hearing:

04/10/2023

Time:

6:00

Type of Application:

Vacation

Name of Applicant:

City of Republic (VAC 23-004)

Location:

City Council Chambers

**Based upon the facts presented during the course of this hearing, I have found that the application is generally:**

Conforming to the City's adopted Land Use Plan

☒ Yes

☐ No

Conforming to the City's adopted Transportation Plan

☒ Yes

☐ No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.)

☒ Yes

☐ No

Compatible with surrounding land uses

☒ Yes

☐ No

Able to be adequately served by municipal infrastructure

☒ Yes

☐ No

Aligned with the purposes of RSMo. 89.040

☒ Yes

☐ No

**Statement of Relevant Facts Found:**

**Based on these findings, I have concluded to recommend the application to the City Council for:**

☐ Approval

☐ Denial

Commissioner Name:

Jeff Hays

Commissioner Signature:

Jeff Hays

Date:

4/10/23

# Findings of Fact

Date of Hearing:

04/10/2023

Time:

6:00

Type of Application:

Vacation

Name of Applicant:

City of Republic (VAC 23-004)

Location:

City Council Chambers

**Based upon the facts presented during the course of this hearing, I have found that the application is generally:**

Conforming to the City's adopted Land Use Plan

☒ Yes

☐ No

Conforming to the City's adopted Transportation Plan

☒ Yes

☐ No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.)

☒ Yes

☐ No

Compatible with surrounding land uses

☒ Yes

☐ No

Able to be adequately served by municipal infrastructure

☒ Yes

☐ No

Aligned with the purposes of RSMo. 89.040

☒ Yes

☐ No

**Statement of Relevant Facts Found:**

**Based on these findings, I have concluded to recommend the application to the City Council for:**

☒ Approval

☐ Denial

Commissioner Name:

Michael Mann

Commissioner Signature:

Michael Mann

Date:

4/10/23

# Findings of Fact

Date of Hearing:

04/10/2023

Time:

6:00

Type of Application:

Vacation

Name of Applicant:

City of Republic (VAC 23-004)

Location:

City Council Chambers

**Based upon the facts presented during the course of this hearing, I have found that the application is generally:**

- Conforming to the City's adopted Land Use Plan ☒ Yes ☐ No
- Conforming to the City's adopted Transportation Plan ☒ Yes ☐ No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) ☒ Yes ☐ No
- Compatible with surrounding land uses ☒ Yes ☐ No
- Able to be adequately served by municipal infrastructure ☒ Yes ☐ No
- Aligned with the purposes of RSMo. 89.040 ☒ Yes ☐ No

**Statement of Relevant Facts Found:**

Associated with movement of sewer infra.

**Based on these findings, I have concluded to recommend the application to the City Council for:**

☒ Approval ☐ Denial

Commissioner Name:

John Alexander

Commissioner Signature:

*[Signature]*

Date:

4/10/23



## AGENDA ITEM ANALYSIS

Project/Issue Name: 23-16 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately One Point Two Eight (1.28) Acres of Real Property Located at 1358 E. U.S. Highway 60, from Local Commercial District (C-1) and General Commercial District (C-2) to General Commercial District (C-2).

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: May 16, 2023

### Issue Statement

BRG Republic Prop LLC has applied to change the Zoning Classification of approximately 1.28 acres of property located at 1358 East US Highway 60 from Local Commercial (C-1) to General Commercial (C-2). The property is currently split-zoned between Local Commercial (C-1) and General Commercial (C-2). The portion requiring rezoning is approximately .71 acres.

### Discussion and/or Analysis

The property subject to this Rezoning Application consists of approximately 1.28 acres of land located at 1358 East US Highway 60; the property is currently vacant.

The following paragraphs contain brief analyses of present site conditions as well as the proposal's relationship to **adopted plans of the City**.

### Consistency with the Comprehensive Plan

The City's Comprehensive Plan generally encourages the expansion of residential and commercial development through proactive Rezoning of land at appropriate locations. Appropriate locations are described generally throughout the Plan, with regard to the **relationship of land at particular locations to infrastructure capable of supporting various intensities and densities of uses**.

- **Goal:** Recognize potential infill sites as opportunities for development, while mitigating impacts to adjacent, established properties.
  - **Objective:** Support the development of vacant parcels as opportunities for densification that is harmonious with surrounding development.

The Rezoning of this parcel is consistent with City's Adopted Plans.

The general trend in the vicinity of the subject property consists of highway commercial uses of varying intensities.

**Compatibility with Surrounding Land Uses**

The subject property is adjacent to Aldi grocers to the northeast and Arby's to the southwest.

The General Commercial (C-2) Zoning District is intended to allow less restrictive retail and service-related businesses.

**Capacity to Serve Potential Development and Land Use****Municipal Water and Sewer Service:**

Development of the property will require connecting to existing municipal water and sewer mains located near the property. Both an 8-inch water main and an 8-inch gravity sewer main are located on, or in adjacent right-of-way of, the subject parcel. The sanitary sewer will flow from the site to the McElhaney and Shuyler Creek Lift Stations before it is pumped to the Wastewater Treatment Facility.

The water system, named Lift Station, and Wastewater Treatment Facility currently have capacity to serve the intended use.

**Transportation:**

The property will have access from North Republic Commons Dr. No access will be granted from US Hwy 60.

A Traffic Impact Study (TIS) was not required for the Rezoning Application. As a substantial portion of the subject property is already zoned General Commercial (C-2), the waiving of the TIS is in line with City policy.

**Floodplain:** The subject parcel **does not** contain any areas of Special Flood Hazard Area (Floodplain).

**Sinkholes:** The subject property **does not** contain any identified sinkholes.

**Recommended Action**

Staff considers the **proposed Zoning Map Amendment (Rezoning)** to be generally consistent with the **goals and objectives of the Comprehensive Plan**, consistent with the **trend of development in the vicinity of the site, compatible with surrounding land uses, and able to be adequately served by municipal facilities**. Based upon this analysis (performed without the benefit of evidence and testimony of a public hearing), **Staff recommends the approval of this application.**

**AN ORDINANCE OF THE CITY COUNCIL APPROVING AMENDMENT OF THE ZONING CLASSIFICATION OF APPROXIMATELY ONE POINT TWO EIGHT (1.28) ACRES OF REAL PROPERTY LOCATED AT 1358 E. U.S. HIGHWAY 60, FROM LOCAL COMMERCIAL DISTRICT (C-1) AND GENERAL COMMERCIAL DISTRICT (C-2) TO GENERAL COMMERCIAL DISTRICT (C-2)**

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

**WHEREAS**, the City's BUILDS Department received an Application for an amendment to the Zoning Code and Official Zoning Map by rezoning certain real property consisting of approximately 1.28 acres, located at 1358 E. Highway 60 in Republic, Missouri ("the Property"), from a combination of Local Commercial District (C-1) and General Commercial District (C-2) to General Commercial District (C-2); and

**WHEREAS**, the City submitted the Application to the Planning and Zoning Commission ("Commission") and set a public hearing before the Commission for May 8, 2023; and

**WHEREAS**, the City published notice of the time and date of the public hearing at least fifteen (15) days in advance, on April 19, 2023, in the *Greene County Commonwealth*, a newspaper of general circulation in the City; and

**WHEREAS**, the City gave notice of the Application and public hearing to the record owners of all real properties within 185 feet of the Property; and

**WHEREAS**, the Commission conducted the public hearing on May 8, 2023, at which all interested persons and entities were afforded the opportunity to present evidence or statement, and after which the Commission rendered written findings of fact and submitted those along with its recommendations to the Council; and

**WHEREAS**, the Commission, by a vote of 4 Ayes to 0 Nays, recommended the approval of the Application; and

**WHEREAS**, the Application was submitted to the Council for first read at its regular meeting on May 16, 2023, and submitted for second read at its regular meeting on June 6, 2023, after which the Council voted to approve the Application and amend the Zoning Code accordingly.

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

**Section 1:** The Zoning Code and Official Zoning Map are hereby amended to reflect the rezoning of the real property consisting of approximately 1.28 acres located at 1358 E. Highway U.S. 60 in Republic, Missouri, more fully identified in the legal description below, from a combination of Local Commercial District (C-1) and General Commercial District (C-2) to wholly General Commercial District (C-2):

**ALL OF LOT TWO (2), OF THE ADMINISTRATIVE REPLAT OF LOTS ONE (1) AND TWO (2) IN REPUBLIC COMMONS PHASE I IN THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE**

NORTHEASTERLY CORNER OF LOT 2 OF REPUBLIC COMMONS PHASE I; THENCE SOUTH 37 DEGREES 55 MINUTES 12 SECONDS WEST, ALONG AND WITH EASTERLY LINE OF LOTS 2 AND 1, SAID LINE ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF REPUBLIC COMMONS DRIVE, A DISTANCE OF 186.01 FEET TO AN IRON PIN; THENCE NORTH 51 DEGREES 55 MINUTES 02 SECONDS WEST, LEAVING SAID EASTERLY LINE, A DISTANCE OF 300.00 FEET TO AN IRON PIN ON THE WESTERLY LINE OF SAID LOT 1; THENCE ALONG AND WITH SAID WESTERLY LINE, SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 60, NORTH 38 DEGREES 03 MINUTES 26 SECONDS EAST, ALONG AND WITH THE WESTERLY LINE OF LOTS 1 AND 2, A DISTANCE OF 186.02 FEET TO AN IRON PIN AT THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE ALONG AND WITH THE NORTHERLY LINE OF SAID LOT 2, SOUTH 51 DEGREES 54 MINUTES 55 SECONDS EAST, A DISTANCE OF 299.58 FEET TO THE POINT OF BEGINNING.

- Section 2:** In all other aspects other than those herein amended, modified, or changed, the Zoning Code and Official Zoning Map shall remain the same and continue in full force and effect.
- Section 3:** The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 4:** The provisions of this Ordinance are severable, and if any provisions hereof are declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 5:** The WHEREAS clauses above are specifically incorporated herein by reference.
- 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 \_\_\_\_\_, 2023.

**Attest:**

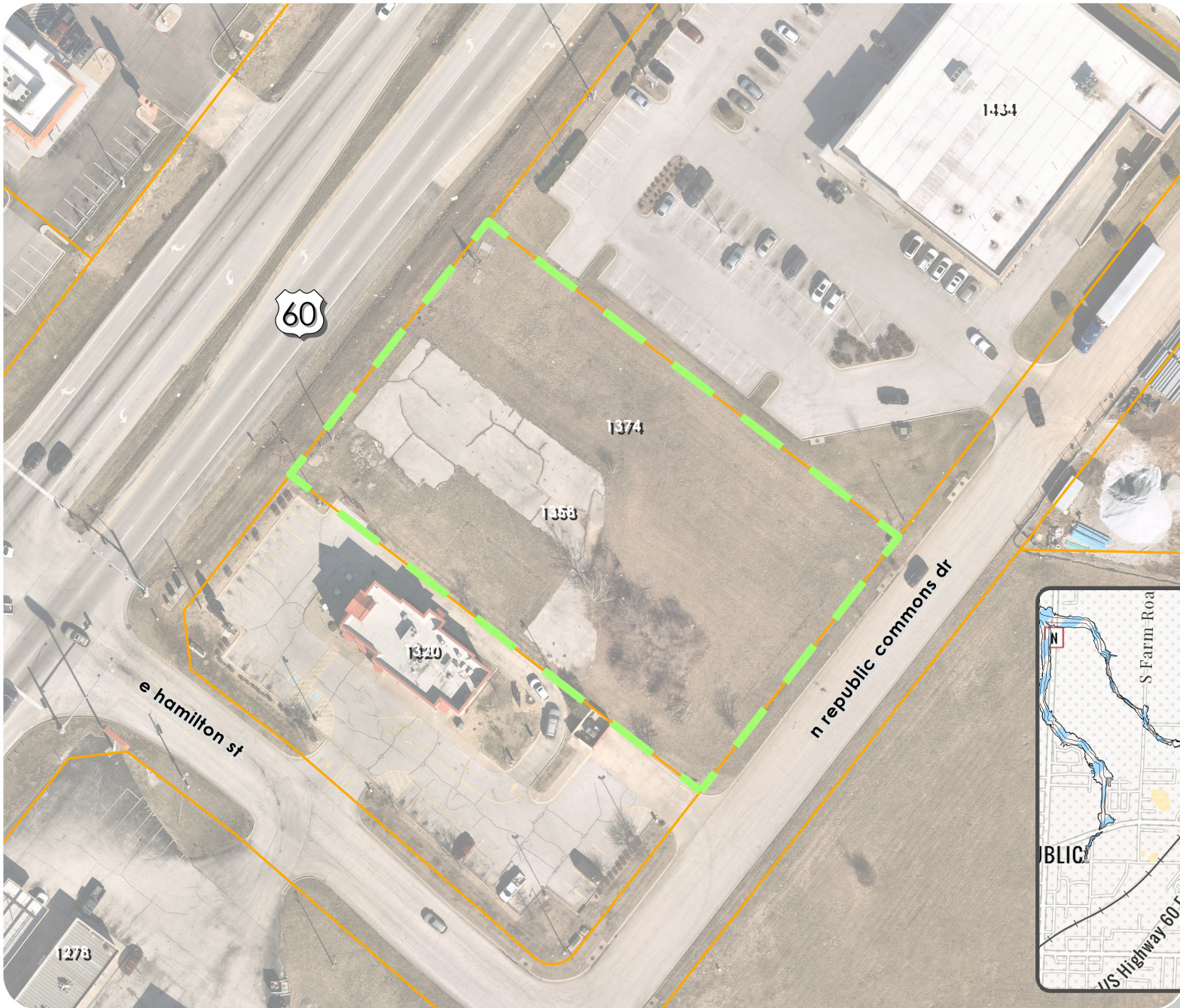
\_\_\_\_\_  
Matt Russell, Mayor

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

**Approved as to Form:**

  
\_\_\_\_\_  
Megan McCullough, City Attorney

**Final Passage and Vote:**



Item 9.

**Address**  
1358 E US Hwy 60

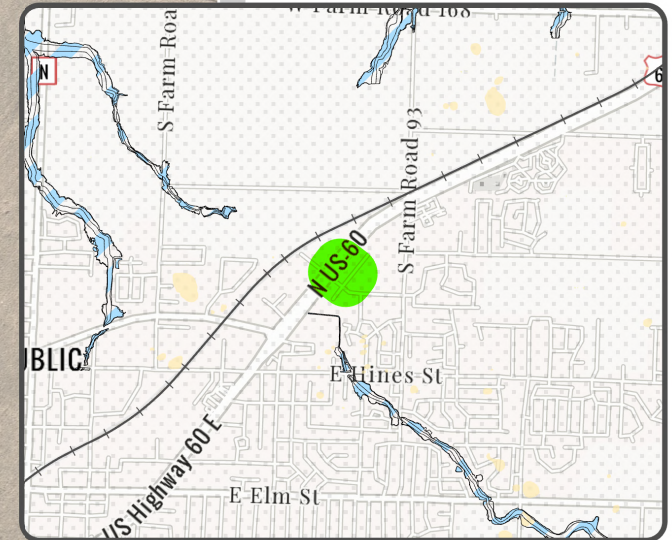
**Project**  
Rezone

**Zoning**  
C-1, C-2

**Requested Zoning**  
C-2

**Acreage**  
1.3

**Ward**  
2



0 70 140 Feet

**REZN 23-001**



**Address**

1358 E US Hwy 60

**Project**

Rezone

**Zoning**

C-1, C-2

**Requested Zoning**

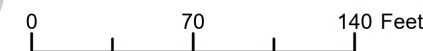
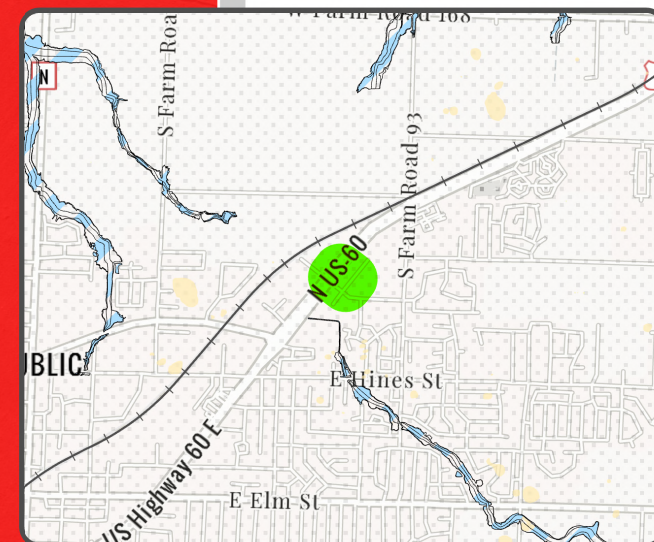
C-2

**Acreage**

1.3

**Ward**

2



**REZN 23-001**



# Findings of Fact

Date of Hearing:

05/08/2022

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

1358 E US Hwy 60 (REZN 23-001)

Location:

City Council Chambers

**Based upon the facts presented during the course of this hearing, I have found that the application is generally:**

Conforming to the City's adopted Land Use Plan

☒ Yes

☐ No

Conforming to the City's adopted Transportation Plan

☒ Yes

☐ No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.)

☒ Yes

☐ No

Compatible with surrounding land uses

☒ Yes

☐ No

Able to be adequately served by municipal infrastructure

☒ Yes

☐ No

Aligned with the purposes of RSMo. 89.040

☒ Yes

☐ No

**Statement of Relevant Facts Found:**

**Based on these findings, I have concluded to recommend the application to the City Council for:**

☒ Approval

☐ Denial

Commissioner Name:

CYNTHIA HYDER

Commissioner Signature:

C. Hyder

Date:

5/8/23

# Findings of Fact

Date of Hearing:

05/08/2022

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

1358 E US Hwy 60 (REZN 23-001)

Location:

City Council Chambers

**Based upon the facts presented during the course of this hearing, I have found that the application is generally:**

- |   |                                      |                          |
|---|--------------------------------------|--------------------------|
| Conforming to the City's adopted Land Use Plan                                      | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Conforming to the City's adopted Transportation Plan                                | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Compatible with surrounding land uses   | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Able to be adequately served by municipal infrastructure                            | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Aligned with the purposes of RSMo. 89.040   | <input checked="" type="radio"/> Yes | <input type="radio"/> No |

**Statement of Relevant Facts Found:**

**Based on these findings, I have concluded to recommend the application to the City Council for:**

☒ Approval ☐ Denial

Commissioner Name:

Darren Campbell

Commissioner Signature:

Darren Campbell

Date:

5-8-23

# Findings of Fact

Date of Hearing:

05/08/2022

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

1358 E US Hwy 60 (REZN 23-001)

Location:

City Council Chambers

**Based upon the facts presented during the course of this hearing, I have found that the application is generally:**

Conforming to the City's adopted Land Use Plan

☒ Yes

☐ No

Conforming to the City's adopted Transportation Plan

☒ Yes

☐ No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.)

☒ Yes

☐ No

Compatible with surrounding land uses

☒ Yes

☐ No

Able to be adequately served by municipal infrastructure

☒ Yes

☐ No

Aligned with the purposes of RSMo. 89.040

☒ Yes

☐ No

**Statement of Relevant Facts Found:**

**Based on these findings, I have concluded to recommend the application to the City Council for:**

☒ Approval

☐ Denial

Commissioner Name:

Tim Aellis III

Commissioner Signature:

Tim Aellis III

Date:

5/8/23

# Findings of Fact

Date of Hearing:

05/08/2022

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

1358 E US Hwy 60 (REZN 23-001)

Location:

City Council Chambers

**Based upon the facts presented during the course of this hearing, I have found that the application is generally:**

Conforming to the City's adopted Land Use Plan ☒ Yes ☐ No

Conforming to the City's adopted Transportation Plan ☒ Yes ☐ No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) ☒ Yes ☐ No

Compatible with surrounding land uses ☒ Yes ☐ No

Able to be adequately served by municipal infrastructure ☒ Yes ☐ No

Aligned with the purposes of RSMo. 89.040 ☒ Yes ☐ No

**Statement of Relevant Facts Found:**

Vacant Land neighboring Arlys + Aldis  
C-1 C-2 C-1 to C-2 rezone  
C-2 on parcels across streets  
Consistent w/ development + can be served by surrounding amenities

**Based on these findings, I have concluded to recommend the application to the City Council for:**

☒ Approval

☐ Denial

Commissioner Name:

Brian Doubrava

Commissioner Signature:

BS

Date:

5-8-23



## AGENDA ITEM ANALYSIS

Project/Issue Name: 23-R-30 A Resolution of the City Council Approving a Preliminary Plat for Greenfield Estates, a Residential Subdivision Consisting of Approximately 23.48 Acres Located near 7628 West Farm Road 174 in Republic, Missouri.

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: May 16, 2023

### Issue Statement

Enterprise Development LLC has requested review and approval of a Preliminary Plat of approximately Two-Three Point Four Eight (23.48) acres for Greenfield Estates, a subdivision consisting of eighty (80) residential lots zoned High-Density Single-Family Residential (R1-H), streets, and infrastructure.

**Conformity with Preliminary Plat Review Criteria:** Preliminary Plats are reviewed for their conformance with the following review criteria to ensure the development, in the proposed location:

- (1) Will not endanger the public health or safety;
- (2) Will not injure the value of adjoining property or abutting property;
- (3) Will be in conformity with the Comprehensive Plan, Transportation Plan, Zoning Code, Water System Master Plan, Wastewater System Facility Plan, or other plans officially adopted by the City Council; and
- (4) Will be in harmony with the area in which it is located.

Preliminary Plats are reviewed by the City Planner and the City Engineer in conformance with the requirements of Chapter 410 of Republic's Municipal Code, the Comprehensive Plan, and all applicable City adopted codes and regulations.

### Discussion and/or Analysis

The 23.48-acre property subject to this Preliminary Plat Application is located at the 7500 block of Farm Road 174. The property is zoned appropriately for the proposed plat, High-Density Single-Family Residential (R1-H). R1-H zoning allows for:

- Min. Lot Sizes of 7,000 square feet
- Max density of 6.22 lots per acre



- Setbacks
  - Front: 25'
  - Side (Interior): 6'
  - Rear: 25'

The following paragraphs contain brief analyses of the application's conformity with the Preliminary Plat Review Criteria identified above.

#### **Consistency with the Comprehensive Plan**

The referenced Preliminary Plat contains eighty (80) lots, each with a minimum lot size of 7,000 square feet and an average lot size of 7,720 square feet. The Preliminary Plat also consists of streets, open space, utility easements, and detention areas. The

#### **Transportation Plan**

The Preliminary Plat proposes entrances to the subdivision from the continuation of Bailey Avenue, creating a new connection from the portion in Rankin Acres (a Greene County subdivision to the south) to a second connection point to be constructed at Farm Road 174. A third entrance will come from the continuation of Timber Oak Street eastward from Wilson's Creek Villas to the subject property. In addition, the Preliminary Plat proposes five new local streets serving internal circulation.

No lot will be given access to either Farm Road 174 or Bailey Avenue.

These constructed streets, totaling approximately 5,463 feet, would be dedicated to the city during the Final Platting Process.

A Traffic Impact Study (TIS) was required in connection with this project at the time of rezoning. The traffic study concluded that no new improvements would be required by the additional trips generated.

#### **Water and Wastewater Master Plan**

The site is not currently served by City of Republic water or sanitary sewer service. The site is in proximity to a 10-inch water main to the north, and an 8-inch water main to the west, which will provide connections for a looped water main through the subdivision.

The site is in proximity to an 8-inch sanitary sewer near the western boundary line of the subject property. The sanitary sewer flows to the Shuyler Creek Lift Station and through a force main to the Wastewater Treatment Facility. The City's water and sanitary sewer systems have the capacity to serve the proposed development; final evaluations of capacity will be performed during subsequent development review.

#### **Zoning Code**

The Preliminary Plat of Greenfield Estates has been platted for the construction of 80 single-family residential lots and associated infrastructure, including public streets and sidewalks, public water and sanitary sewer mains, and stormwater conveyance.

**Floodplain:** The subject parcel **does not** contain a Special Flood Hazard Area (SFHA/Floodplain).



**Sinkholes:** The subject parcel **does not** contain any identified sinkholes.

**Stormwater:** The Preliminary Plat utilizes the existing Stormwater Detention Area on the site, which was constructed as part of the Wilson's Creek Villas Subdivision. The detention area is designed to accommodate development of the subject parcel in addition to Wilson's Creek Villas Subdivision to the west. The Stormwater Detention Area and all open space/common area will be maintained by a Homeowner's Association.

**Infrastructure Design:** The design of the streets, sidewalks, water and sanitary sewer systems, and stormwater detention will be reviewed and permitted during the Infrastructure Permitting process.

#### **Recommended Action**

Staff considers the **proposed Preliminary Plat in general conformity with the requirements for Preliminary Plats and is recommending approval of the application**.

**A RESOLUTION OF THE CITY COUNCIL APPROVING A PRELIMINARY PLAT FOR GREENFIELD ESTATES, A RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 23.48 ACRES LOCATED NEAR 7628 WEST FARM ROAD 174 IN REPUBLIC, MISSOURI**

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

**WHEREAS**, the City's Planning and Zoning Commission ("Commission"), together with the City Council, have adopted Subdivision Regulations governing the subdivision of land within the City; and

**WHEREAS**, the Commission and the Council have passed resolutions adopting a Comprehensive Land Use Plan and a Transportation Plan for the City; and

**WHEREAS**, Enterprise Developments, LLC ("Applicant") submitted an application ("Application") for the review and approval of a preliminary plat ("Proposed Preliminary Plat") of approximately twenty three point four eight (23.48) acres located near 7628 West Farm Road 174 in Republic, Missouri, also known as Greenfield Estates ("Greenfield Estates"); and

**WHEREAS**, under the Proposed Preliminary Plat, Greenfield Estates will consist of eighty (80) residential lots which meet the 7,000 square foot single-family detached requirements for the applicable zoning classification for High-Density Single Family Residential (R1-H) use; and

**WHEREAS**, pursuant to Republic Municipal Code Section 410.150, following review by the City's planner(s) and/or engineer(s), the Commission examines proposed preliminary plats to ensure the proposed development (1) will not endanger public health or safety, (2) will not injure the value of adjoining/abutting property, (3) will be in conformity with the Comprehensive Land Use Plan, Transportation Plan, Zoning Code, Water System Master Plan, Wastewater System Facility Plan, or other plans officially adopted by the City Council, and (4) will be in harmony with the surrounding area; and

**WHEREAS**, the City's planner(s) and/or engineer(s) have reviewed the Proposed Preliminary Plat and transmitted the Application to the Commission for review and approval; and

**WHEREAS**, the Commission has examined the Proposed Preliminary Plat and found it complies with applicable Republic Municipal Code Sections, Ordinances and Subdivision Regulations, and conforms to the City's Comprehensive Land Use Plan, Transportation Plan and other adopted plans; and

**WHEREAS**, at a regular meeting of the Commission held on May 8, 2023, the Commission recommended Council's approval of the Proposed Preliminary Plat by a vote of four (4) Ayes to zero (0) Nays.

**WHEREAS**, the City Council finds the Proposed Preliminary Plat meets the requirements of Chapter 410, Republic Municipal Code, and all other applicable Regulations and adopted Plans, and therefore approves the Application accordingly.

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

**Section 1:** The Preliminary Plat substantially conforms to Chapter 410, Republic Municipal Code, and all other applicable Ordinances, Regulations and adopted City Plans.

**Section 2:** The Application for approval of a preliminary plat for Greenfield Estates is hereby approved in all respects, and the Preliminary Plat, attached hereto and labeled "Exhibit 1", shall serve as the official guide for the development of the Greenfield Estates subdivision.

**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 regular meeting of the City Council of the City of Republic, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

**Attest:**

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

**Approved as to Form:**

\_\_\_\_\_  


Megan McCullough, City Attorney

**Final Passage and Vote:**

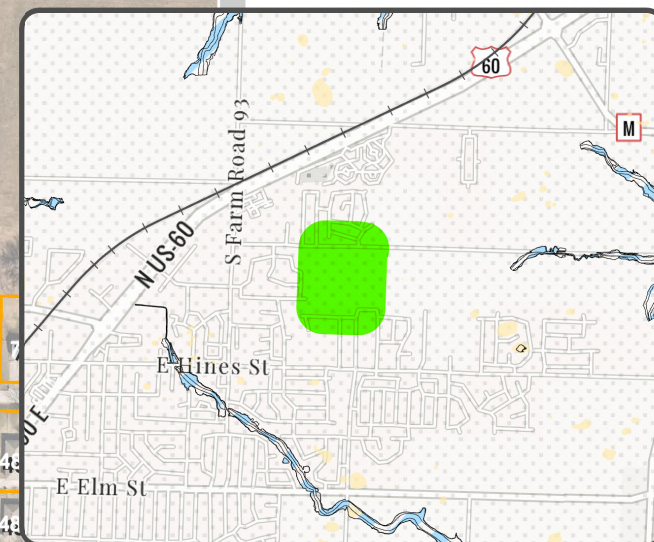
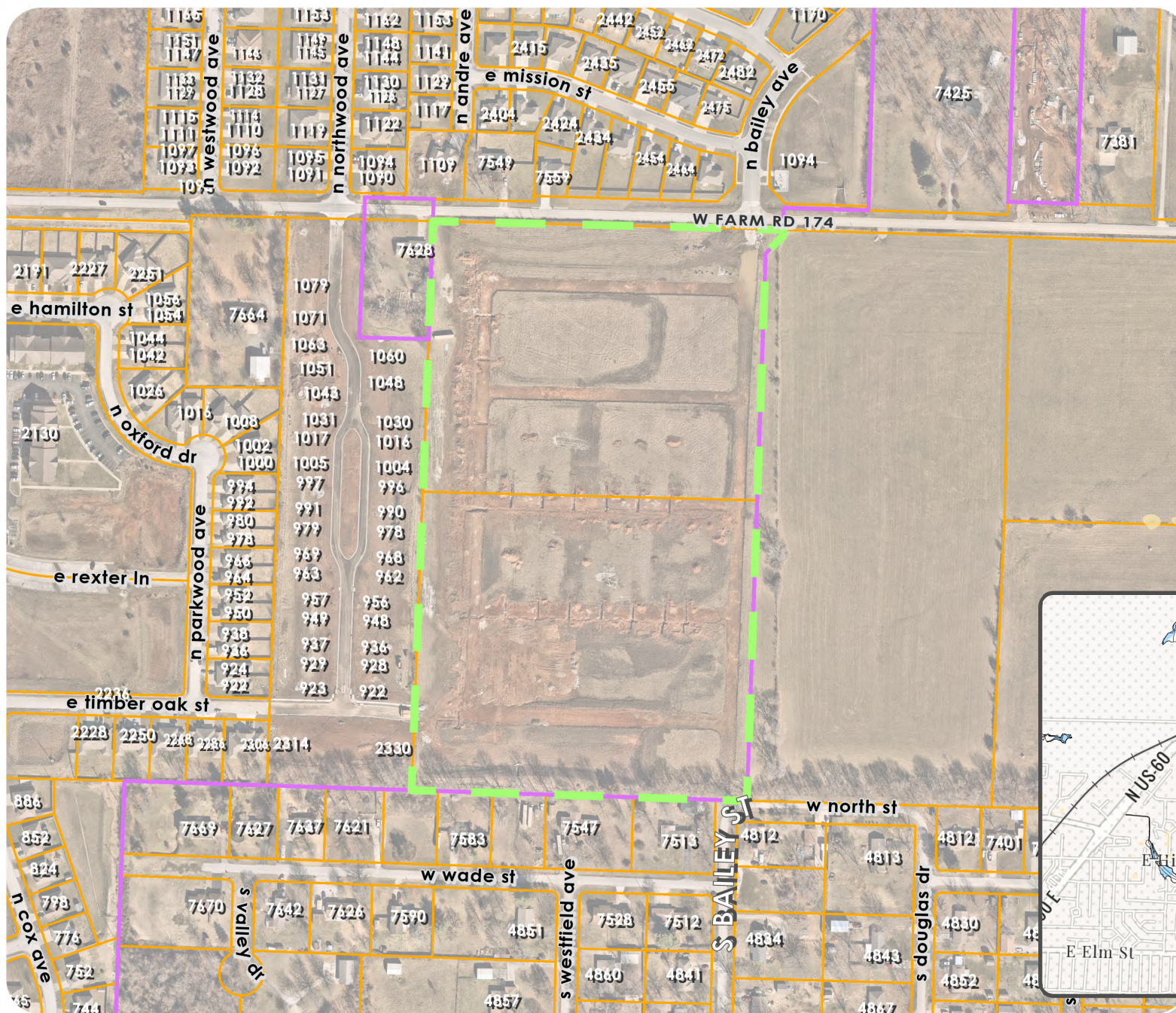
**Project**  
Preliminary Plat

**Address**  
W FARM ROAD 174

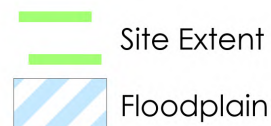
**Zoning**  
R1-H

**Acreage**  
23.4

**Ward**  
1



# SUBD-PRE 23-002





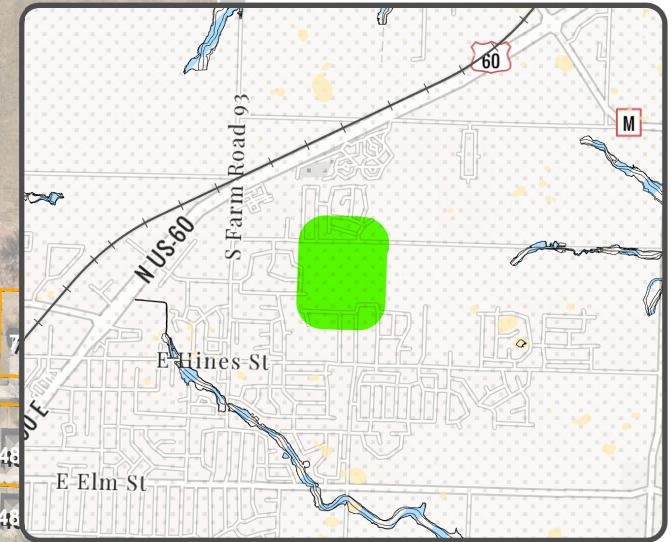
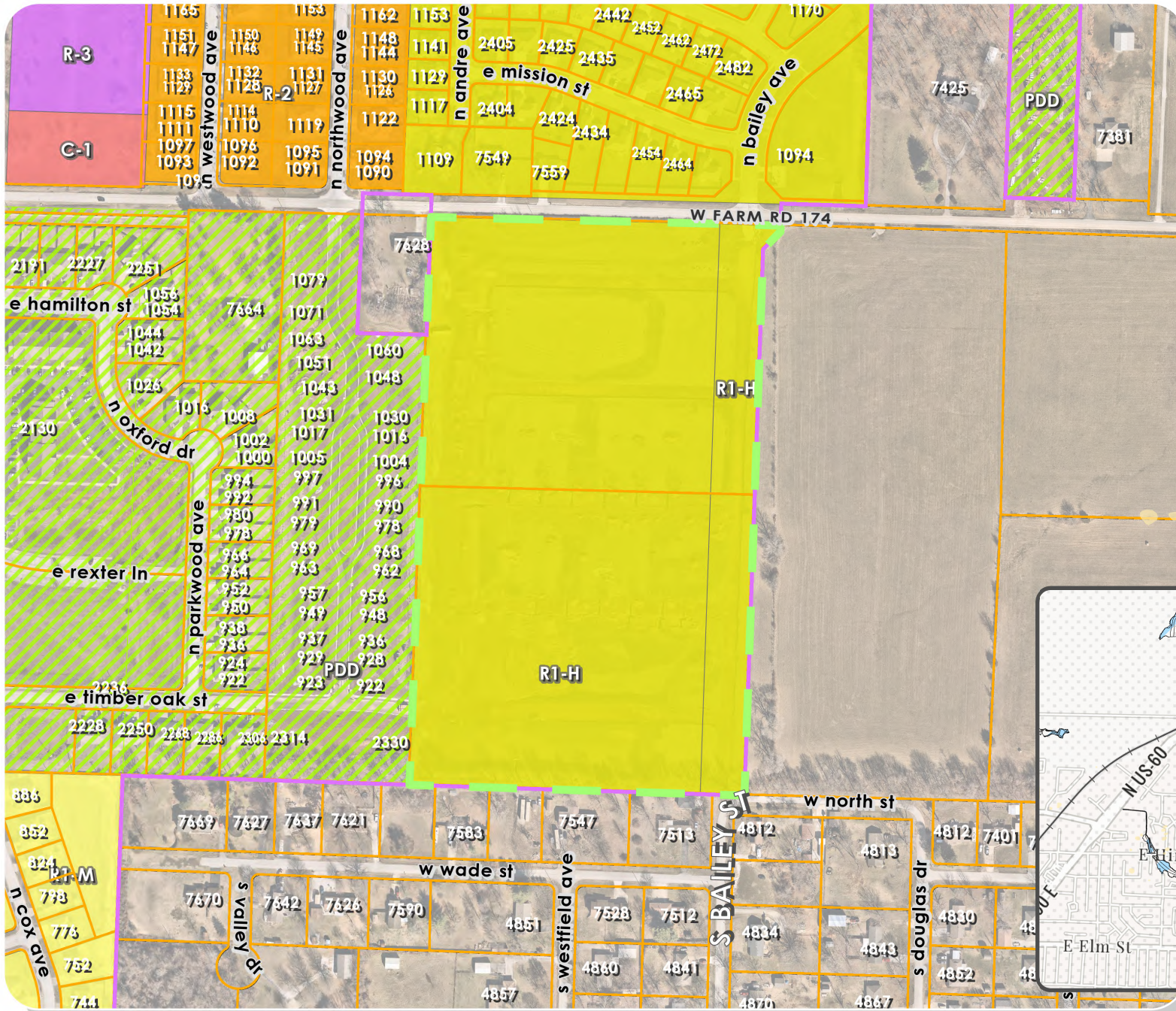
**Project**  
Preliminary Plat

**Address**  
W FARM ROAD 174

**Zoning**  
R1-H

**Acreage**  
23.4

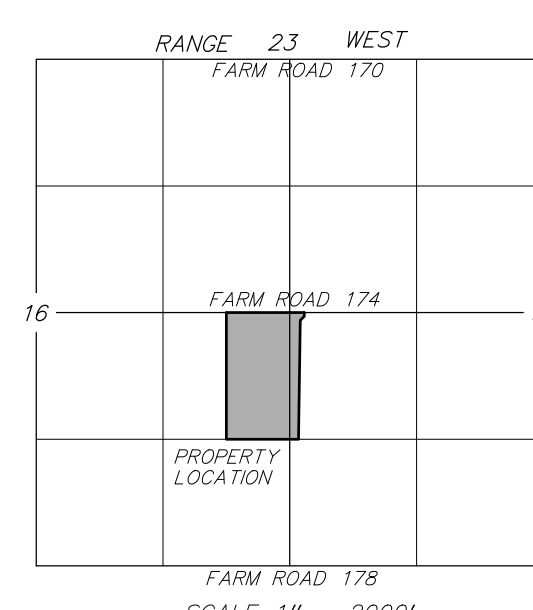
**Ward**  
1



0 290 580 Feet

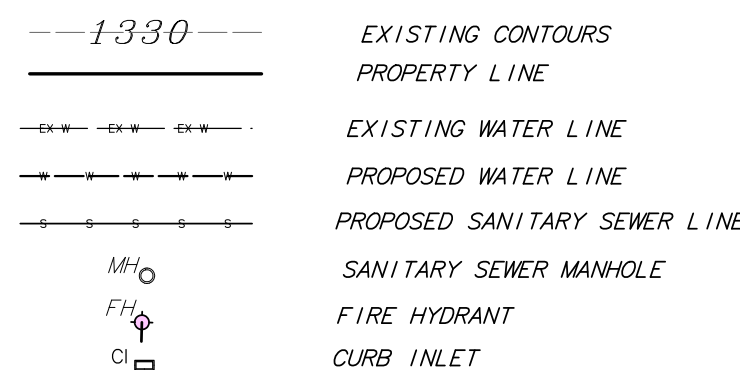
# SUBD-PRE 23-002





LOCATION SKETCH

## LEGEND



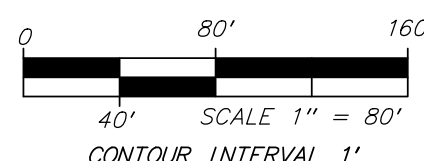
## CURVE DATA

#	Radius	Delta	Length	Chord	Tangent	Chord Bearing
1	15.00'	89°05'55"	23.33'	21.05'	14.77'	S 23°33' E
2	15.00'	32°12'15"	8.43'	8.32'	4.33'	S 88°04'28" W
3	50.00'	75°14'55"	66.67'	61.05'	38.54'	N 14°10'18" W
4	15.00'	32°12'15"	8.43'	8.32'	4.33'	N 48°42'44" W
5	15.00'	89°05'55"	23.33'	21.05'	14.77'	N 43°03'19" W
6	15.00'	89°05'55"	23.33'	21.05'	14.77'	N 48°42'44" W
7	15.00'	89°05'55"	23.33'	21.05'	14.77'	N 43°03'19" W
8	15.00'	89°05'55"	23.33'	21.05'	14.77'	N 48°42'44" W
9	15.00'	89°05'55"	23.33'	21.05'	14.77'	N 43°03'19" W
10	15.00'	89°05'55"	23.33'	21.05'	14.77'	N 48°42'44" W
11	15.00'	89°05'55"	23.33'	21.05'	14.77'	N 43°03'19" W
12	15.00'	89°05'55"	23.33'	21.05'	14.77'	N 48°42'44" W
13	15.00'	89°05'55"	23.33'	21.05'	14.77'	N 43°03'19" W
14	15.00'	89°05'55"	23.33'	21.05'	14.77'	N 48°42'44" W
15	15.00'	89°05'55"	23.33'	21.05'	14.77'	N 43°03'19" W
16	15.00'	89°05'55"	23.33'	21.05'	14.77'	N 48°42'44" W
17	15.00'	89°05'55"	23.33'	21.05'	14.77'	N 43°03'19" W
18	15.00'	89°05'55"	23.33'	21.05'	14.77'	N 48°42'44" W
19	15.00'	89°05'55"	23.33'	21.05'	14.77'	N 43°03'19" W
20	15.00'	89°05'55"	23.33'	21.05'	14.77'	N 48°42'44" W
21	15.00'	89°05'55"	23.33'	21.05'	14.77'	N 43°03'19" W
22	15.00'	89°05'55"	23.33'	21.05'	14.77'	N 48°42'44" W
23	15.00'	89°05'55"	23.33'	21.05'	14.77'	N 43°03'19" W

## BASIS OF BEARINGS

BENCHMARK  
MISSOURI GEOGRAPHIC  
REFERENCE SYSTEM  
MONUMENT F-5  
ELEVATION 1291.09  
VERTICAL DATUM  
NAVD 1988

GRID NORTH  
MISSOURI COORDINATE  
SYSTEM OF 1983  
CENTRAL ZONE



SCALE 1" = 80'

CONTOUR INTERVAL 1'

LINE DIMENSIONS  
FOR BOUNDARY

L-12	S 88°14'24" E	140.45'
L-13	S 01°45'36" W	39.35'
L-14	S 46°56'41" W	57.01'
L-15	N 88°11'36" E	88.36'

LINE DIMENSIONS FOR  
DRAINAGE EASEMENTS

LINE	BEARING	DISTANCE
L-1	N 43°03'19" W	36.81'
L-2	N 46°56'41" E	36.72'
L-3	N 43°03'19" W	36.81'
L-4	N 46°56'41" E	36.72'
L-5	N 43°03'19" W	36.81'
L-6	S 46°56'41" W	36.72'
L-7	N 43°03'19" W	36.81'
L-8	N 46°42'44" E	31.07'
L-9	N 43°17'16" W	31.16'
L-10	N 46°42'44" E	31.07'
L-11	S 43°17'16" E	31.16'

## LOT AREAS

1	8233 sq.ft.	0.189 acres
2	7100 sq.ft.	0.163 acres
3	7100 sq.ft.	0.163 acres
4	7100 sq.ft.	0.163 acres
5	7100 sq.ft.	0.163 acres
6	7100 sq.ft.	0.163 acres
7	7100 sq.ft.	0.163 acres
8	7100 sq.ft.	0.163 acres
9	7100 sq.ft.	0.163 acres
10	7100 sq.ft.	0.163 acres
11	7100 sq.ft.	0.163 acres
12	7100 sq.ft.	0.163 acres
13	7100 sq.ft.	0.163 acres
14	7100 sq.ft.	0.163 acres
15	7100 sq.ft.	0.163 acres
16	7100 sq.ft.	0.163 acres
17	7100 sq.ft.	0.163 acres
18	7100 sq.ft.	0.163 acres
19	7100 sq.ft.	0.163 acres
20	7100 sq.ft.	0.163 acres
21	7100 sq.ft.	0.163 acres
22	7100 sq.ft.	0.163 acres
23	7100 sq.ft.	0.163 acres
24	7100 sq.ft.	0.163 acres
25	7100 sq.ft.	0.163 acres
26	7100 sq.ft.	0.163 acres
27	7100 sq.ft.	0.163 acres
28	7100 sq.ft.	0.163 acres
29	7100 sq.ft.	0.163 acres
30	7100 sq.ft.	0.163 acres
31	7100 sq.ft.	0.163 acres
32	7100 sq.ft.	0.163 acres
33	7100 sq.ft.	0.163 acres
34	7100 sq.ft.	0.163 acres
35	7100 sq.ft.	0.163 acres
36	7100 sq.ft.	0.163 acres
37	7100 sq.ft.	0.163 acres
38	7100 sq.ft.	0.163 acres
39	7100 sq.ft.	0.163 acres
40	7100 sq.ft.	0.163 acres
41	7100 sq.ft.	0.163 acres
42	7100 sq.ft.	0.163 acres
43	7100 sq.ft.	0.163 acres
44	7100 sq.ft.	0.163 acres
45	7100 sq.ft.	0.163 acres
46	7100 sq.ft.	0.163 acres
47	7100 sq.ft.	0.163 acres
48	7100 sq.ft.	0.163 acres
49	7100 sq.ft.	0.163 acres
50	7100 sq.ft.	0.163 acres
51	7100 sq.ft.	0.163 acres
52	7100 sq.ft.	0.163 acres
53	7100 sq.ft.	0.163 acres
54	7100 sq.ft.	0.163 acres
55	7100 sq.ft.	0.163 acres
56	7100 sq.ft.	0.163 acres
57	7100 sq.ft.	0.163 acres
58	7100 sq.ft.	0.163 acres
59	7100 sq.ft.	0.163 acres
60	7100 sq.ft.	0.163 acres
61	7100 sq.ft.	0.163 acres
62	7100 sq.ft.	0.163 acres
63	7100 sq.ft.	0.163 acres
64	7100 sq.ft.	0.163 acres
65	7100 sq.ft.	0.163 acres
66	7100 sq.ft.	0.163 acres
67	7100 sq.ft.	0.163 acres
68	7100 sq.ft.	0.163 acres
69	7100 sq.ft.	0.163 acres
70	7100 sq.ft.	0.163 acres
71	7100 sq.ft.	0.163 acres
72	7100 sq.ft.	0.163 acres
73	7100 sq.ft.	0.163 acres
74	7100 sq.ft.	0.163 acres
75	7100 sq.ft.	0.163 acres
76	7100 sq.ft.	0.163 acres
77	7100 sq.ft.	0.163 acres
78	7100 sq.ft.	0.163 acres
79	7100 sq.ft.	0.163 acres
80	7100 sq.ft.	0.163 acres

Total area of all parcels:  
617634 sq.ft. 14.179 acresPRELIMINARY PLAT  
GREENFIELD ESTATES

A PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 16 AND  
A PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 15  
TOWNSHIP 28 NORTH, RANGE 23 WEST  
REPUBLIC, GREENE COUNTY, MISSOURI

## OWNER

Mike Cronkhite  
Enterprise Developments, LLC  
1526 S Enterprise Avenue  
Springfield, MO 65804  
mike@cronkhitehomes.com  
(417)766-3431

## PROPERTY DESCRIPTION

BOOK 2015 PAGE 050296-15  
BEGINNING AT AN EXISTING SURVEY MONUMENT (5/8" IRON REBAR WITH ALUMINUM CAPPED "LS 2334") MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 28, RANGE 23, GREENE COUNTY, MISSOURI; THENCE ALONG THE NORTH LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 28, RANGE 23, SOUTH 88°14'24" EAST, A DISTANCE OF 140.45 FEET TO A SURVEY MONUMENT SET (5/8" IRON REBAR CAPPED "LS-2670"); THENCE SOUTH 01°45'36" WEST, A DISTANCE OF 39.35 FEET TO A SURVEY MONUMENT SET (5/8" IRON REBAR CAPPED "LS-2670") AT A POINT BEING 40.00 FEET SOUTH OF THE CENTERLINE OF FARM ROAD 174 AS IT NOW EXISTS; THENCE SOUTH 46°56'41" WEST, A DISTANCE OF 57.01 FEET TO A SURVEY MONUMENT SET (5/8" IRON REBAR CAPPED "LS-2670"); THENCE SOUTH 02°23'43" WEST, A DISTANCE OF 1252.76 FEET TO A SURVEY MONUMENT SET (5/8" IRON REBAR CAPPED "LS-2670") ON THE SOUTH LINE OF SAID WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE ALONG SAID SOUTH LINE, NORTH 88°11'36" WEST, A DISTANCE OF 88.36 FEET TO AN EXISTING SURVEY MONUMENT (5/8" IRON REBAR CAPPED "LS 1126") MARKING THE SOUTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 16; THENCE NORTH 88°29'18" WEST, A DISTANCE OF 672.32 FEET TO AN EXISTING SURVEY MONUMENT (5/8" IRON REBAR CAPPED "LS 1126") ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE ALONG THE WEST LINE OF SAID EAST HALF, NORTH 01°55'50" EAST, A DISTANCE OF 1331.94 FEET TO AN EXISTING SURVEY MONUMENT (RAILROAD SPIKE) ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER SECTION 16; THENCE ALONG SAID NORTH LINE, SOUTH 88°30'22" EAST, A DISTANCE OF 670.60 FEET TO THE POINT OF BEGINNING, CONTAINING 23.48 ACRES. BEARINGS LISTED ARE BASED ON MISSOURI STATE PLANE, CENTRAL ZONE, NAD83 (2011), SUBJECT TO ANY EASEMENTS OF RECORD, EXCEPT ANY PART THEREOF TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.

## ADDITIONAL NOTES

MINIMUM FINISHED FLOOR ELEVATIONS SHALL BE ESTABLISHED FOR LOT 23 AT ONE FOOT ABOVE THE ADJACENT DETENTION OVERFLOW ELEVATION.

OWNERSHIP AND MAINTENANCE OF OPEN SPACE/COMMON AREAS AND DRAINAGE DETENTION EASEMENT SHALL BE ESTABLISHED THROUGH A HOMEOWNERS ASSOCIATION. MAINTENANCE OF ANY DRAINAGE EASEMENT THAT IS CONTAINED WITHIN A PLATTED LOT SHALL BE THE RESPONSIBILITY OF THE LOT OWNER.

A DETENTION AREA WILL BE CONSTRUCTED TO INSURE THE POST-DEVELOPED PEAK FLOWS WILL BE LESS THAN THE PRE-DEVELOPED PEAK FLOWS.

## SITE INFORMATION

Total Area = 23.48 Acres

Total Number Of Lots - 80

Area in Lots 617,634 sq.ft. (14.1789 acres)

Average Lot Size = 7,720 Square Feet

Area in Common Area 74,562 sq.ft. ( 1.7117 acres)

Area in Street Right of Way 330619.84 sq.ft. ( 7.58999 acres)

Density = 3.41 Lots/Acre

Zoning = R1-H High Density Single-Family Residential District

Source of Title BOOK 2015 PAGE 050296-15

This Property Does Not Lie Withing A Flood Hazark Area  
As Determined By The Flood Insurance Rate Map Number  
29077 C 0314 E Dated 12-17-2010.

No fences, plantings or obstructions other than mailboxes  
permitted within the limits of any right of way or drainage  
easement.

No structures are to be built between the right of way line  
and building setback line.

Minimum Building Setbacks:

Front - 25 Feet

Rear - 25 Feet

Side - 6 Feet

Side Adjacent to Street - 15 Feet

There is a 10' Utility Easement Adjacent To All Street Right Of Way  
And Along The Rear Of All Lots.

No Direct Access Permitted From Any Lot To Farm Road 174.

Proposed Street Right of Way Widths:

Bailey Avenue = 80 feet

All other Streets = 50 Feet

Proposed Street Pavement Widths: 28 Feet (Back Curb to Back Curb)  
(Except As Shown on Bailey Avenue)

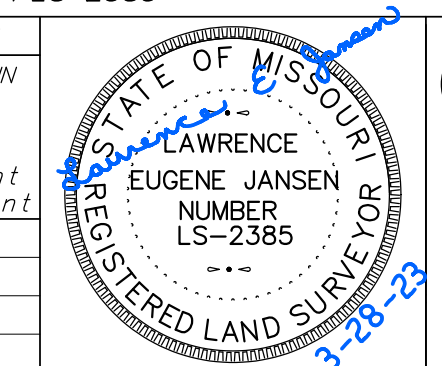
5' Wide Sidewalk Proposed On One Side Of Street.

KNOWN ALL MEN BY THESE PRESENTS THAT I, LAWRENCE E. JANSEN, DO HEREBY  
DECLARE THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN  
ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED, AND THAT THE CORNER  
MONUMENTS AND LOT CORNER PLAINS SHOWN HEREON WERE PLACED UNDER THE  
PERSONAL SUPERVISION OF LAWRENCE E. JANSEN LS 2385 IN ACCORDANCE WITH  
THE MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AND IN  
ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF REPUBLIC, MISSOURI.

Lawrence E. Jansen  
LAWRENCE E. JANSEN PLS 2385

3-28-23  
DATE

CLASS OF SURVEY "URBAN"  
EP - EXISTING IRON PIN  
SE - SET IRON PIN  
F - FENCELINE  
S/B - Setback Line  
U/E - Utility Easement  
D/E - Drainage Easement  
Job No.: 2008-003  
Date: 3-28-2023  
Drawn By: LEJ  
Checked By: LEJ



**GLOBAL**  
PRECISION SURVEYING, L.L.C.  
P.O. BOX 790, REPUBLIC, MO 65738  
PHONE (417) 883-0300 FAX (417) 883-0335  
CERTIFICATE OF AUTHORITY  
NUMBER LS-2010000563

# Findings of Fact

Date of Hearing:

Time:

Type of Application:

05/08/2022

6:00

Other

Name of Applicant:

Location:

Greenfield Estates (SUBD-PRE 23-002)

City Council Chambers

**Based upon the facts presented during the course of this hearing, I have found that the application is generally:**

Conforming to the City's adopted Land Use Plan

☒ Yes

☐ No

Conforming to the City's adopted Transportation Plan

☒ Yes

☐ No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.)

☒ Yes

☐ No

Compatible with surrounding land uses

☒ Yes

☐ No

Able to be adequately served by municipal infrastructure

☒ Yes

☐ No

Aligned with the purposes of RSMo. 89.040

☒ Yes

☐ No

**Statement of Relevant Facts Found:**

**Based on these findings, I have concluded to recommend the application to the City Council for:**

☒ Approval

☐ Denial

Commissioner Name:

Commissioner Signature:

Date:

CYNTHIA HYDER

C. Hyder

5/8/23

# Findings of Fact

Date of Hearing:

05/08/2022

Time:

6:00

Type of Application:

Other

Name of Applicant:

Greenfield Estates (SUBD-PRE 23-002)

Location:

City Council Chambers

**Based upon the facts presented during the course of this hearing, I have found that the application is generally:**

Conforming to the City's adopted Land Use Plan ☒ Yes ☐ No

Conforming to the City's adopted Transportation Plan ☒ Yes ☐ No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) ☒ Yes ☐ No

Compatible with surrounding land uses ☒ Yes ☐ No

Able to be adequately served by municipal infrastructure ☒ Yes ☐ No

Aligned with the purposes of RSMo. 89.040 ☒ Yes ☐ No

**Statement of Relevant Facts Found:**

**Based on these findings, I have concluded to recommend the application to the City Council for:**

☒ Approval

☐ Denial

Commissioner Name:

RANDY A. ELLIS, III

Commissioner Signature:

Randy A. Ellis, III

Date:

5/8/2023

# Findings of Fact

Date of Hearing:

05/08/2022

Time:

6:00

Type of Application:

Other

Name of Applicant:

Greenfield Estates (SUBD-PRE 23-002)

Location:

City Council Chambers

**Based upon the facts presented during the course of this hearing, I have found that the application is generally:**

Conforming to the City's adopted Land Use Plan ☒ Yes ☐ No

Conforming to the City's adopted Transportation Plan ☒ Yes ☐ No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) ☒ Yes ☐ No

Compatible with surrounding land uses ☒ Yes ☐ No

Able to be adequately served by municipal infrastructure ☒ Yes ☐ No

Aligned with the purposes of RSMo. 89.040 ☒ Yes ☐ No

**Statement of Relevant Facts Found:**

**Based on these findings, I have concluded to recommend the application to the City Council for:**

☒ Approval ☐ Denial

Commissioner Name:

Darran Campbell

Commissioner Signature:

Darran Campbell

Date:

5-8-23

# Findings of Fact

Date of Hearing:

Time:

Type of Application:

05/08/2022

6:00

Other

Name of Applicant:

Location:

Greenfield Estates (SUBD-PRE 23-002)

City Council Chambers

**Based upon the facts presented during the course of this hearing, I have found that the application is generally:**

- Conforming to the City's adopted Land Use Plan ☒ Yes ☐ No
- Conforming to the City's adopted Transportation Plan ☒ Yes ☐ No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) ☒ Yes ☐ No
- Compatible with surrounding land uses ☒ Yes ☐ No
- Able to be adequately served by municipal infrastructure ☒ Yes ☐ No
- Aligned with the purposes of RSMo. 89.040 ☒ Yes ☐ No

## Statement of Relevant Facts Found:

In proximity of utilities  
80 single family

Connects south to Bailey and  
~~East~~ West to connecting subdivision

**Based on these findings, I have concluded to recommend the application to the City Council for:**

☒ Approval

☐ Denial

Commissioner Name:

Commissioner Signature:

Date:

Brian Doubrava



5-8-23



## AGENDA ITEM ANALYSIS

Project/Issue Name: 23-R-31 A Resolution of the City Council Authorizing Disposal of Approximately 0.3 Acres of City-Owned Real Property Located at 325 West Mill Street and Authorizing the City Administrator to Execute the Necessary Documentation to Effect Sale of the Property to the Highest Bidder Danny Lambert.

Submitted By: Andrew Nelson, Deputy City Administrator

Date: May 16, 2023

### Issue Statement

To award the bid for property located at 325 W. Mill Street and authorize all actions necessary for the sale and closing of the property.

### Discussion and/or Analysis

The City of Republic solicited for bids for property currently owned by the City of Republic on March 28<sup>th</sup>. Bids were opened on April 20<sup>th</sup>. There were four responsive bidders:

Bidder	Bid Amount
Danny Lambert	\$27,005.00
George and Betty North	\$21,333.00
Jay Riddle	\$18,502.00
Kelly Young	\$12,000.00

The highest bidder was Danny Lambert, at \$27,005.00.

### Recommended Action

Staff recommends approval.

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING DISPOSAL OF APPROXIMATELY 0.3 ACRES OF CITY-OWNED REAL PROPERTY LOCATED AT 325 WEST MILL STREET AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTATION TO EFFECT SALE OF THE PROPERTY TO THE HIGHEST BIDDER DANNY LAMBERT**

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

**WHEREAS**, the City obtained real property located at 325 West Mill Street in Republic, Missouri (“the Property”), more fully identified as follows:

All of the East Two (2) feet of Lot Eleven (11), and all of Lot Twelve (12),  
W. S. CLIBORN’S ADDITION TO REPUBLIC, GREENE County, Missouri,  
according to the recorded plat thereof.

Also,

The South half of the platted 20 foot alleyway adjoining the North line  
of the above described lots as so described in the alley vacation  
recorded in Book 2009 on Page 048166-09 in the Greene County  
Recorders Office and subject to all reservations and easements of  
record.

**WHEREAS**, the City has no business use or other purpose for the Property, which is located in a residential subdivision; and

**WHEREAS**, after obtaining Council approval, the City published a Bid Notice soliciting sealed bids for the purchase of the Property with a minimum bid/purchase price of \$10,0000; and

**WHEREAS**, the City received a total of four (4) responses to the solicitation, all of which met the minimum bid price; and

**WHEREAS**, the Council finds it is in the best interest of the City to sell the Property to the highest bidder, Danny Lambert, at the sale price of Twenty Seven Thousand Five Dollars and Zero Cents (\$27,005.00).

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

- Section 1.** The City Administrator and/or his designee, on behalf of the City, is authorized to execute the Real Estate Sale Agreement, attached hereto and labeled “Exhibit 1”, and other appropriate documentation necessary to complete the sale of the Property to Danny Lambert at the sale price of \$27,005.00.
- Section 2.** The City Administrator, and his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Resolution.
- Section 3.** The whereas clauses are specifically incorporated herein by reference.

**Section 4.** This Resolution shall take effect after 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 \_\_\_\_\_, 2023.

**Attest:**

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

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

**Approved as to Form:**

  
\_\_\_\_\_

Megan McCullough, City Attorney

Final Passage and Vote:

**REAL ESTATE SALE AGREEMENT**

THIS REAL ESTATE SALE AGREEMENT ("Agreement") is made by and between the City of Republic, Missouri ("Seller") and Danny Lambert ("Buyer") (together referred to herein as "the Parties") as of the date of final acceptance by the last party to sign this Agreement ("Effective Date").

**1. THE PROPERTY** - Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, the real property, including all improvements thereon, consisting of approximately .03 acres located at 325 W. Mill Street in Republic, Missouri (the "Property"), more fully identified in the legal description herein below, in its current, AS-IS condition.

**A. LEGAL DESCRIPTION** - The legal description of the Property is:

All of the East Two (2) feet of Lot Eleven (11), and all of Lot Twelve (12), W. S. CLIBORN'S ADDITION TO REPUBLIC, GREENE County, Missouri, according to the recorded plat thereof. Also, The South half of the platted 20 foot alleyway adjoining the North line of the above described lots as so described in the alley vacation recorded in Book 2009 on Page 048166-09 in the Greene County Records Office and subject to all reservations and easements of record.

**B. INCLUSIONS** - The Property shall include the following, if applicable, unless otherwise specifically excluded: Dwellings and any other structural improvements upon the Property, and for any such dwellings or structures, if applicable: attic and ceiling fans, bathroom and other attached mirrors, fences, alarms or detection units (fire, smoke and burglary), fireplace screens and/or glass doors, attached floor coverings, garage doors, garage door openers and remote transmitting units, gas heaters, gas logs and fireplace grates, heating and plumbing equipment/fixtures, attached humidifiers, keys to all doors, built-in/attached kitchen appliances, light fixtures, propane tanks, attached shelving, soft water conditioner, storm windows, doors & screens, attached TV antennas (excluding satellite dishes), sprinkler systems and controls, and window coverings (interior and exterior, excluding drapes).

**2. PURCHASE PRICE** - The purchase price for the Property shall be Twenty-Seven Thousand and Five Dollars and Zero Cents (\$27,005.00) ("Purchase Price"), which the Buyer agrees to pay in the form of a cashier's or certified check for the full Purchase Price, to be paid to Seller on or before the closing date.

**3. CLOSING, DELIVERY OF DEED, PAYMENT & POSSESSION** - Closing shall be completed no later than \_\_\_\_\_ ("Closing Date"). Seller shall deliver possession of the Property to Buyer on the Closing Date. Closing shall take place at Fidelity Title Agency, contact Amanda Smarr.

**A. CLOSING AGENT** - On or before the closing date, Seller shall execute and deliver to the Title Company or other Closing Agent a Quit Claim Deed, and all other documents and funds reasonably necessary to complete the closing. On or before the closing date, Seller and Buyer agree to deliver to the Closing Agent a cashier's check, wire or other certified funds sufficient to satisfy their respective obligations under this Agreement. Seller acknowledges that disbursement of proceeds may not be made until after the deed or instrument of conveyance and, if applicable, mortgage or deed of trust have been recorded.

B. **TITLE TRANSFER BY QUIT CLAIM DEED** - Subject to other provisions of this agreement, Seller agrees to convey title to the Property to Buyer by Quit Claim Deed on or before the Closing Date, conveying to Seller's present interest in the Property, without making any representations, warranties, promises or guarantees that Seller's title to the Property is free and clear of liens and encumbrances or otherwise represents a fee simple interest, to Buyer.

C. **PAYMENT** - Subject to other provisions of this agreement, Buyer agrees to convey payment to the Seller on or before the Closing Date, in the amount of and pursuant to the requirements and provisions of this document

**4. AS-IS CONDITION OF PROPERTY & INSPECTIONS, LIMITED** - Buyer may, at Buyer's sole expense, but is not required to, perform inspections of the Property, subject to the terms provided below:

A. **PROPERTY SOLD "AS IS"** – Buyer agrees to accept the Property in its present physical condition, and expressly acknowledges and agrees with the following:

- (i) The Property is being sold "AS IS, WHERE IS, WITH ALL FAULTS", with no right of setoff or reduction in the Purchase Price; and
- (ii) Other than what is contained in Seller's Notice to Bid for the Property or in this Agreement, Seller neither has, nor shall be deemed to have, made any verbal or written representations, warranties, promises or guarantees (whether express, implied, statutory or otherwise) to Buyer as to the Property, including but not limited to, the zoning, structural integrity, physical condition, environmental condition, construction, workmanship, the presence of hazardous or other unsafe materials, the habitability, fitness for a particular purpose, or merchantability of any part of the Property; and
- (iii) Buyer has confirmed independently all information that he/she considers material to the purchase of the Property, and specifically acknowledges that Buyer is not relying on (and Seller does hereby disclaim and renounce) any representations or warranties of any kind or nature whatsoever, whether oral or written, express, implied, statutory or otherwise, from Seller as to any matter whatsoever, in connection with execution of this Agreement or purchase of the Property; and
- (iv) Seller is under no duty to make any affirmative disclosures or inquiry regarding any matter which may or may not be known to Seller, and Buyer hereby expressly waives and releases Seller from any such duty that may otherwise exist.

B. **ACCESS TO PROPERTY FOR INSPECTIONS AND REPAIRS, TIME FOR INSPECTIONS** – Seller shall afford Buyer reasonable access to the Property to conduct inspections, re-inspections, or any corrective measures Buyer determines to be necessary, prior to closing, but in no event after the expiration of twenty (20) calendar days following execution of this Agreement. Buyer shall be solely responsible for any costs associated with inspections or repairs to the Property under this paragraph. Seller has no responsibility or liability whatsoever for inspections or repairs requested or made by Buyer in connection with this Agreement or with the sale of the Property.

B. **LIMITED INSPECTION REMEDIES** – Buyer expressly acknowledges that in the event Buyer's inspection(s) reveal(s) material condition(s) deemed to be unacceptable, Buyer **does not have the right to void this Agreement or cancel the purchase on the basis of such finding(s)**. Buyer acknowledges that he/she is accepting the Property in its AS-IS condition as of the time of execution of this Agreement, and

C. **WAIVER OF DISCLOSURE STATEMENT** – Buyer hereby waives any entitlement or right to a written disclosure statement from the Seller regarding the condition of the Property.

**5. MAINTENANCE OF PROPERTY** - Seller shall maintain the Property in its present condition through the date of possession. Seller shall advise Buyer of any substantial change in the condition of the Property prior to closing. Unless otherwise agreed upon by the Parties in writing, Seller shall remove all possessions, trash and debris from the Property upon vacating or prior to delivery of possession.

**6. INSURANCE AND CASUALTY LOSS** - Seller agrees to maintain any applicable insurance affording coverage on or for the Property until the Closing Date or delivery of possession, whichever is sooner. If, prior to that date, improvements on the Property are damaged or destroyed by fire or other causes, including those that could be covered by what is commonly known as fire and extended coverage insurance, the Parties agree that the risk of that damage or destruction shall be borne as follows: If the damage is minor (defined as requiring repairs at a cost of under \$1,000), Seller shall repair the Property, provided the work can be completed before the closing date. If the damage is substantial (defined as requiring repairs exceeding a cost of \$1,000), Seller may elect to perform the repairs, and Seller shall have the time reasonably necessary to complete said repairs, after which time the Closing may occur. If Seller elects not to make the repairs, Seller shall notify Buyer in writing and Buyer may cancel this Agreement by written notice to Seller within five (5) calendar days after receiving notice. If Buyer elects to cancel pursuant to this paragraph, Buyer shall have no remedy or recourse against Seller for any costs, fees, damages, or other alleged injuries, including but not necessarily limited to consequential damages, inconvenience damages, or reliance damages, allegedly or actually arising from the delay and/or cancellation of this Agreement.

**7. PROPERTY TAXES AND FEES** - All general, state, county, school and municipal real estate taxes, homeowners' association dues and/or fees, special assessments, interest on existing loans to be assumed by Buyer, and any other contractual obligation of Seller to be assumed by Buyer for years prior to the current calendar year shall be paid by Seller. Any of the preceding items which become due and accrue during the calendar year in which Seller's deed is delivered (including rents, if applicable) shall be prorated between the Parties as of the closing date. Any of the preceding items which become due and accrue for all years after the calendar year in which Seller's deed is delivered (including rents, if applicable), to the extent permitted by law, shall be assumed and paid by the Buyer.

A. **DETERMINING & ESTIMATING AMOUNTS** - If the actual amount of any item to be prorated for the current year cannot be ascertained from the public record, the amount of the item for the preceding year will be used for the current year's amount.

**8. REMEDIES UPON DEFAULT** – Seller or Buyer shall be in default under this Agreement if either fails to comply with any material provision of this Agreement. If either party defaults, the party claiming a default shall notify the other party in writing of the nature of the default and

terminate this Agreement or extend the time for performance by a written document signed by all Parties. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. The failure to assert a default shall not constitute a waiver of the right to assert a default of the same or any other provision of this Agreement. If this Agreement shall not be timely closed due to the fault of Buyer, then 10% of the total sale price shall be paid by Buyer to Seller as liquidated damages (and not as a penalty), it being agreed by the Parties that actual damages as a result of a breach of this Agreement are difficult, if not impossible, to ascertain. If legal action must be brought due to a breach of this Agreement, the prevailing party in such action shall be entitled to collect its reasonable attorney fees from the defaulting party / party in breach.

## 9. MISCELLANEOUS

A. PARTIES - This is an Agreement between Seller and Buyer. If Seller or Buyer constitutes two or more persons, the terms "Seller" or "Buyer" shall be construed to read "Sellers" or "Buyers" whenever the sense of the Agreement requires. Unless identified as Seller or Buyer, Listing Broker, any Cooperating Broker and their agents (collectively referred to as Broker), or any escrow or closing agent are acting as agents only and are not Parties to this Agreement. Seller and Buyer acknowledge that said persons or entities may have a financial interest in third Parties providing specialized services required by this Agreement including, but not limited to, lender, title insurance company, escrow agent, closing agent, warranty company, wood infestation/ mechanical/structural or other inspectors. Seller and Buyer agree that said persons or entities shall not be responsible for the conduct of third Parties providing specialized services.

B. NOTICES - Any notice or other communication required or permitted hereunder may be delivered in person or by facsimile to the address set forth in this Agreement or such other address or number as shall be furnished in writing by any such party. Such notice or communication shall be deemed to have been given as of the date and time so delivered in person or received by facsimile. Delivery to or receipt by a party's agent shall constitute delivery to the party.

C. ENTIRE AGREEMENT AND MANNER OF MODIFICATION - This Agreement and the attachments hereto, constitute the complete agreement of the Parties concerning the Property, supersede all previous agreements and may be modified only by a written agreement signed by all Parties.

D. TIME IS OF THE ESSENCE - Buyer and Seller understand and agree that time is of the essence in this Agreement.

E. EFFECTIVE DATE - The effective date of this Agreement is the date upon which the last party signs.

F. CHOICE OF LAW & FORUM - This Agreement shall be construed under and be governed by the laws of the State of Missouri and it is agreed by the Parties that jurisdiction and venue shall be proper and shall only be had in GREENE County, Missouri.

**[The remainder of this page is intentionally left blank. Signatures follow on Page 5 of 5]**

**WHEN SIGNED BY ALL PARTIES, THIS IS A LEGALLY BINDING DOCUMENT. BY SIGNING THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THEY UNDERSTAND ALL TERMS AND PROVISIONS CONTAINED IN THIS AGREEMENT AND INTEND TO BE BOUND BY THEM.**

**SELLER:**

**The City of Republic, Missouri**

**By: Andrew Nelson, Deputy City Administrator**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**BUYER:**

**Danny Lambert**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_



## **AGENDA ITEM ANALYSIS**

Project/Issue Name: 23-R-32 A Resolution of the City Council Authorizing the City's Purchase of Approximately 9.9 Acres and Authorizing the City Administrator to Execute the Real Estate Sale Agreement and Other Necessary Documents to Complete Such Purchase.

Submitted By: Duane Compton, Fire Chief

Date: May 16, 2023

### **Issue Statement**

To purchase property for the future Fire Station #3 building.

### **Discussion and/or Analysis**

On February 7<sup>th</sup> 2023, City Council authorized the City Administrator to enter into a contract for the purchase of land located at 4297 South Wilson Creek Boulevard. This property is located directly south of the new Builds Facility. The property is approximately 9.9 +/- acres and will be used as the future home of Fire Station 3, which will become the fire department's new headquarters.

The property is now out of Probate Court and the contract for purchase is ready to be executed. The sales price for the property is \$469,000.00 which matches the property's appraisal amount. It should be noted there will be some associated closing cost fees from Fidelity Title Company in the approximate amount of \$1,613.16.

At this time, we are requesting authorization from the City Council to move forward with the purchase of the real estate.

### **Recommended Action**

Staff recommends approval.

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY'S PURCHASE OF APPROXIMATELY 9.9 ACRES AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE REAL ESTATE SALE AGREEMENT AND OTHER NECESSARY DOCUMENTS TO COMPLETE SUCH PURCHASE**

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

**WHEREAS**, the City has identified the need for a future third fire station ("Fire Station 3") and wishes to purchase a parcel of real property consisting of approximately 9.9 acres located at 4297 South Wilson Creek (the "Property") to serve as the location for Fire Station 3; and

**WHEREAS**, after obtaining approval from Council, the City negotiated with the appropriate parties ("Seller") for the purchase of the Property at its appraised value of \$469,000; and

**WHEREAS**, the Seller has presented the City with a signed Real Estate Sale Agreement to effect purchase of the Property at the agreed upon price of \$469,000; and

**WHEREAS**, after obtaining approval from Council, the City retained Fidelity Title Agency to serve as the closing agent, and has been provided a preliminary settlement statement estimating a total amount owed by the City of \$470,613.16; and

**WHEREAS**, the Council finds it is in the best interest of the City to purchase the Property at the agreed upon price of \$469,000 with the intent that the Property serve as the location for future Fire Station 3.

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

- Section 1.** The City Administrator and/or his designee, on behalf of the City, is authorized to execute the Real Estate Sale Agreement attached hereto and labeled "Exhibit 1."
- Section 2.** The City Administrator and/or his designee, on behalf of the City, is authorized to execute a Settlement Statement in substantially the same form as that attached hereto and labeled "Exhibit 2."
- Section 3.** The City Administrator and/or his designee, on behalf of the City, is authorized to execute all other appropriate documentation necessary to effect and finalize the City's purchase of the Property.
- Section 4.** The whereas clauses are specifically incorporated herein by reference.
- Section 5.** This Resolution shall take effect after 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 \_\_\_\_\_, 2023.

**Attest:**

---

Matt Russell, Mayor

---

Laura Burbridge, City Clerk

**Approved as to Form:**

A handwritten signature in blue ink, appearing to read 'Megan McCullough', is written over a horizontal line.

Megan McCullough, City Attorney

Final Passage and Vote:

**REAL ESTATE SALE AGREEMENT**

THIS AGREEMENT, made between, Barbara Hubacheck, personal representative of the Estate of Ernest E. Cantwell, "Seller," and The City of Republic, Missouri, "Buyer," the Effective Date of which shall be the date of final acceptance by the last party to sign this agreement and/or addendum attached hereto, WITNESSETH:

**I. THE PROPERTY** - Buyer agrees to purchase and Seller agrees to sell "as is" the real property and the improvements thereon ("property") commonly known as: 4297 S. Wilson's Creek Boulevard, Republic, Missouri; approximately 9.9 acres.

**A. LEGAL DESCRIPTION** - The legal description of the aforesaid property is:

All of the South 700 feet of the East 255 feet of the East One-half (E1/2) of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Fourteen (14), Township Twenty-eight (28), Range Twenty-three (23), in GREENE County, Missouri.

**B. INCLUSIONS** - The property shall include the following, if owned, unless otherwise specifically excluded: attic and ceiling fans, bathroom mirrors, other attached mirrors, central air conditioning, fences, alarms or detection units (fire, smoke and burglary), fireplace screens and/or glass doors, attached floor coverings, garage doors, garage door openers and remote transmitting units, gas heaters, gas logs and fireplace grates, heating and plumbing equipment and fixtures, attached humidifiers, keys to all doors, attached or built in kitchen appliances, lighting and light fixtures, attached outside cooking units, propane tanks including propane, attached shelving, soft water conditioner, storm windows, doors & screens, attached TV antennas (excluding satellite dishes), sprinkler systems and controls, and window coverings (interior and exterior, excluding drapes).

**C. ADDITIONAL INCLUSIONS** - The following items are also included in the sale:

---

**D. EXCLUSIONS** - The following items shall not be included in the sale:

---

**II. PURCHASE PRICE** - The purchase price for the property is \$469,000.00 (Four hundred sixty-nine thousand dollars and zero cents), which the Buyer agrees to pay as follows:

**A. EARNEST MONEY** - The earnest money deposit in the amount of \$0.00 (zero) deposited with Seller. Said earnest money shall become non-refundable and the sole property of Seller 20 days following the effective date of this contract if Buyer fails to make an objection as noted herein; and

**B. ADDITIONAL MONEY** - Additional money in the form of a certified funds in the amount of \$469,000.00 (Four hundred sixty-nine thousand dollars and zero cents) to be paid to Seller on or before the closing date.

**III. CLOSING, DELIVERY OF DEED, PAYMENT & POSSESSION** - Closing shall be completed no later than June 1, 2023 ("Closing Date"). Seller shall deliver possession of the property to Buyer on the Closing Date. Closing shall take place at Fidelity Title Agency, contact Amanda Smarr.

A. **CLOSING AGENT** - On or before the closing date, Seller shall execute and deliver to the Title Company or other Closing Agent, a general warranty deed or fiduciary deed (if Seller is a corporation, financial institution or fiduciary) and all other documents and funds reasonably necessary to complete the closing. On or before the closing date, Seller and Buyer agree to deliver to the Closing Agent a cashier's check, wire or other certified funds sufficient to satisfy their respective obligations under this contract. Seller acknowledges that disbursement of proceeds may not be made until after the deed or instrument of conveyance and, if applicable, mortgage or deed of trust have been recorded.

B. **TITLE TRANSFER** - Subject to other provisions of this agreement, the Seller agrees to convey title to the property to the Buyer by general warranty deed on or before the Closing Date, conveying to the Buyer marketable fee simple title to all of the Seller's rights, titles, and interests in and to the property, free and clear of all liens and encumbrances except those "approved title exceptions" noted herein.

C. **PAYMENT** - Subject to other provisions of this agreement, the Buyer agrees to convey payment to the Seller on or before the Closing Date, in the amount of and pursuant to the requirements and provisions of this document

**IV. CONDITION OF PROPERTY & INSPECTIONS** - Buyer may, at Buyer's expense, have property inspections which may include, but are not limited to, the: appliances, plumbing (including septic system), electrical, heating system, central air conditioning, fireplace, chimney, foundation, roof, siding, windows or doors, ceilings, floors, insulation, drainage, interior and exterior components, any wall, decks, driveways, patios, sidewalks, fences, slabs, health and/or environmental concerns (including lead-based paint) and wood-destroying insect or other pest infestation and/or damage, as provided below:

A. **WOOD-DESTROYING INSECTS** - Seller agrees to pay to have the property treated for control of infestation by wood-destroying insects if a written inspection report of a reputable licensed pest control firm reveals evidence of active infestation, or evidence of pest untreated infestation in the property. If treatment is required, Seller shall provide Buyer with a certificate evidencing treatment by a reputable licensed pest control firm of Seller's choice, which certificate Buyer agrees to accept. Treatment shall be completed no earlier than ten (10) calendar days prior to the closing date.

B. **ACCESS TO PROPERTY, RE-INSPECTIONS, DAMAGE AND REPAIR** - Seller shall afford Buyer reasonable access to the property to conduct the inspections, re-inspections, of any corrective measures completed by Seller and/or a final walk-through prior to closing. Buyer shall be responsible and pay for any damage to the property resulting from the inspection(s). Seller agrees that any corrective measures

which Seller performs pursuant to the following provisions shall be completed in a workmanlike manner with good quality materials.

C. TIME FOR INSPECTIONS - Buyer must complete all inspections within 20 (twenty) calendar days after the effective date of this contract.

D. FAILURE TO INSPECT - If Buyer does not conduct inspections Buyer shall have waived any right to cancel or renegotiate this contract pursuant to the inspection provisions.

E. TIMELY NOTICE - If Buyer conducts inspections but fails to notify Seller of unacceptable conditions prior to the expiration of the inspection period, Buyer shall have waived any right to cancel or renegotiate this contract pursuant to the inspection provisions.

F. INSPECTION REMEDIES - If Buyer's inspections reveal unacceptable condition(s), Buyer may do any one of the following within the inspection period:

1. Accept the property "AS IS," in which case buyer will have waived any right to cancel or renegotiate due to the unacceptable conditions.
2. Cancel this contract by notifying seller in writing within the inspection period. Buyer's notice of cancellation or offer to renegotiate must be accompanied by the written reports of the independent qualified inspector(s) who conducted the inspection(s).
3. Offer to renegotiate the price and/or other terms with seller by notifying Seller in writing within the inspection period, identifying the unacceptable conditions. Seller is not obligated to renegotiate. If within \_\_\_\_\_ days (*5 if left blank*) after Seller's receipt of Buyer's offer to renegotiate, Buyer and Seller have not executed a written agreement satisfactorily resolving the unacceptable conditions, or Buyer has not elected to accept the Property "as is" by written notice to Seller, then either party may cancel this contract by written notice to the other.

G. FAILURE TO OBJECT - After the expiration of the applicable period for inspection and objection thereto, and for the resolution of said objections, if the Buyer has not canceled this agreement then the Buyer agrees to accept possession of the property on Closing Date in an AS IS condition WITH ALL FAULTS, and Seller makes no representations respecting the fitness or condition of the property or improvements thereon.

H. WAIVER OF DISCLOSURE STATEMENT – Buyer hereby waives any entitlement or right to a written disclosure statement from the Seller regarding the condition of the property.

**IV. MAINTENANCE OF PROPERTY** - Seller shall maintain the Property in its present condition through the date of possession. Seller shall advise Buyer of any substantial change

in the condition of the property prior to closing. Unless otherwise agreed in writing, Seller shall remove all possessions, trash and debris from the Property upon vacating or prior to delivery of possession.

**V. INSURANCE AND CASUALTY LOSS** - Seller agrees to keep the property fully insured until delivery of Seller's deed to Buyer. If before delivery of the deed to Buyer, improvements on the property are damaged or destroyed by fire or other causes, including those that could be covered by what is known as fire and extended coverage insurance, the parties agree that the risk of that damage or destruction shall be borne as follows: If the damage is minor, Seller may repair or replace the property if the work can be completed before the closing date. If Seller elects not to repair or replace the property, or if the damage is substantial, Seller shall notify Buyer in writing and Buyer may enforce or cancel this contract by written notice to Seller within 10 days after receiving notice of the damage or destruction of the property. If Buyer elects to enforce this contract, the purchase price shall not be reduced and the property shall be conveyed in its existing condition at the time, provided Seller shall credit buyer the insurance deductible and assign Seller's fire and extended coverage proceeds to Buyer at closing.

**VI. EARNEST MONIES AND ADDITIONAL DEPOSITS** - Upon acceptance of this contract, unless otherwise agreed, any earnest money referenced above shall be deposited within 10 banking days of the effective date, in an insured escrow account maintained by Listing Broker, Seller, Seller's Agent, or other Escrow Agent. Any additional deposits shall be deposited within 10 banking days of receipt by Listing Broker, Seller, Seller's Agent, or other Escrow Agent. Buyer and Seller agree that the Listing Broker, Seller, Seller's Agent, or other Escrow Agent may retain any interest earned on escrowed funds. If this contract is canceled by the parties or if the earnest money is to be forfeited or refunded, the parties agree that the amount to be distributed shall first be reduced by any unpaid charges for credit reports, appraisals, surveys, termite, mechanical and other inspections, and title investigation fees, if any, incurred by the Listing Broker, Seller, Seller's Agent or Escrow Agent on behalf of the party receiving the funds.

**A. RETURN OF MONEY** - If this contract is terminated by the express provisions of this contract or by either party pursuant to a right expressly given in this contract, the earnest money deposit shall be returned to the Buyer, and neither party shall have any further rights or obligations under this contract, except as otherwise stated in this contract. Provided, notwithstanding any other terms of this contract providing for the forfeiture or refund of earnest money, the parties understand that the Escrow Agent can not distribute the earnest money without the written consent of all parties to this contract.

**B. INTERPLEADER** - If Buyer and Seller are unable to agree in writing upon the disposition of the Earnest Money or any other funds, Listing Broker or Escrow Agent may commence an interpleader or similar proceeding and Buyer and Seller authorize Listing Broker or Escrow Agent to pay all funds to the Clerk of the Court for disposition as the Court may direct. Buyer and Seller agree that Listing Broker or Escrow Agent shall be entitled to reimbursement of its costs incurred in connection with the interpleader or similar proceeding including without limitation, reasonable

attorneys' fees and expenses.

C. **RESPONSE TO NOTICE** - Buyer and Seller agree that, in the absence of a dispute or written consent to distribution, the failure by either to respond in writing to a certified letter from Listing Broker or Escrow Agent within 15 days of receipt thereof or failure to make written demand for return or forfeiture of the earnest money within 60 days of notice of cancellation of this contract shall constitute consent to distribution of the earnest money as suggested in such certified letter.

**VII. SURVEY** - Buyer may, at Buyer's expense, obtain a "staked" survey of the property before the closing date to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters, that would be disclosed by a survey. Buyer acknowledges that a Mortgage Inspection Report or "Loan Survey" normally required by a lending institution is not a staked survey. Prior to the closing date, Buyer shall notify Seller of any encroachments of any improvements upon, from, or onto the property or any building setback line, property line, or easement, which encroachment shall be deemed to be a title defect. Seller shall remedy such defects as are susceptible of being remedied prior to the closing date. If Seller does not so remedy the defects in title, Buyer shall have the option of completing this purchase and accepting the title Seller is able to convey without adjustment in the purchase price or canceling this contract.

**VIII. EVIDENCE OF INSURABLE TITLE** - Prior to the closing date, Seller agrees to deliver to Buyer a title insurance commitment from a company authorized to insure titles in the state where the property is located. Unless there is a defect in title to the property that is not corrected prior to the closing date, Buyer may not object to untimely delivery of the title commitment.

A. **TITLE COMMITMENT & APPROVED TITLE EXCEPTIONS** - The title commitment shall commit to insure marketable fee simple title in the Buyer upon the recording of the deed or other document of conveyance. However, title to the property shall be subject to the "approved title exceptions," which include specific conditions in this contract and customary covenants, declarations, restrictions, zoning laws, easements, party wall agreements, special assessments, and community contracts of record as of the effective date of the title commitment.

B. **OBJECTION PERIOD** - Buyer shall immediately after receipt of the title commitment, notify Seller in writing of any valid objections to title to the property. Seller shall then make a good faith effort to remedy the defects in title. If Seller does not remedy the title defects before the closing date, Buyer may elect to waive the objections, extend the closing date a reasonable time for the Seller to remedy the defects or cancel this contract.

**IX. PROPERTY TAXES AND FEES** - All general, state, county, school and municipal real estate taxes, homes association dues and fees, special assessments, interest on existing loans to be assumed by Buyer, and any other contractual obligation of Seller to be assumed by Buyer for years prior to the current calendar year shall be paid by Seller. Any of the preceding items which become due and accrue during the calendar year in which Seller's deed is delivered (including rents, if applicable) shall be prorated between the parties as of the closing date. Any of the preceding items which become due and accrue for all years after the

calendar year in which Seller's deed is delivered (including rents, if applicable), to the extent permitted by law, shall be assumed and paid by the Buyer.

A. DETERMINING & ESTIMATING AMOUNTS - If the actual amount of any item to be prorated for the current year cannot be ascertained from the public record, the amount of the item for the preceding year will be used for the current year's amount.

**X. REMEDIES UPON DEFAULT** – Seller or Buyer shall be in default under this Contract if either fails to comply with any material provision within the time limits required by this Contract. If either party defaults, the party claiming a default shall notify the other party in writing of the nature of the default and terminate this Contract or extend the time for performance by a written document signed by all parties. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. The failure to assert a default shall not constitute a waiver of the right to assert a default of the same or any other provision of this Contract. If this Contract shall not be closed for the fault of Buyer, then 10% of the total sale price shall be paid by Buyer to Seller as liquidated damages, it being agreed that actual damages are difficult, if not impossible, to ascertain. If this Contract shall not be closed for the fault of Seller, then 10% of total sale price shall be paid by Seller to Buyer as liquidated damages, in addition to the return of Buyer's Earnest Money less expenses incurred on Buyer's behalf, it being agreed that actual damages are difficult, if not impossible to ascertain, or Buyer may pursue any other remedies, including suit for specific performance. If legal action is brought arising out of the Contract, the prevailing party shall be entitled to reasonable attorney fees.

## **XI. MISCELLANEOUS**

A. PARTIES - This is a contract between Seller and Buyer. If Seller or Buyer constitutes two or more persons, the terms "Seller" or "Buyer" shall be construed to read "Sellers" or "Buyers" whenever the sense of the contract requires. Unless identified as Seller or Buyer, Listing Broker, any Cooperating Broker and their agents (collectively referred to as Broker), or any escrow or closing agent are acting as agents only and are not parties to this contract. Seller and Buyer acknowledge that said persons or entities may have a financial interest in third parties providing specialized services required by this contract including, but not limited to, lender, title insurance company, escrow agent, closing agent, warranty company, wood infestation/ mechanical/structural or other inspectors. Seller and Buyer agree that said persons or entities shall not be responsible for the conduct of third parties providing specialized services.

B. NOTICES - Any notice or other communication required or permitted hereunder may be delivered in person or by facsimile to the address set forth in this contract or such other address or number as shall be furnished in writing by any such party. Such notice or communication shall be deemed to have been given as of the date and time so delivered in person or received by facsimile. Delivery to or receipt by a party's agent shall constitute delivery to the party.

C. ENTIRE AGREEMENT AND MANNER OF MODIFICATION - This contract and the attachments hereto, constitute the complete agreement of the parties

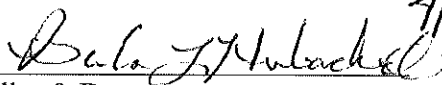
concerning the property, supersede all previous agreements and may be modified only by a written agreement signed by all parties.

D. TIME IS OF THE ESSENCE - Buyer and Seller understand and agree that time is of the essence in this contract.

E. EFFECTIVE DATE - The effective date of this contract is the date upon which the last party signs.

F. CHOICE OF LAW & FORUM - This Agreement shall be construed under and be governed by the laws of the State of Missouri and it is agreed by the parties that jurisdiction and venue shall be proper and shall only be had in GREENE County, Missouri.

**When signed by all parties this is a legally binding contract; if not understood consult an attorney before signing.**

 4/25/2023  
\_\_\_\_\_  
Seller & Date  
Barbara Hubacheck, personal  
representative of the Estate of  
Ernest E. Cantwell,

\_\_\_\_\_  
Buyer & Date  
Authorized Representative of  
The City of Republic, Missouri

American Land Title Association

ALTA Settlement Statement - Borrower/Buyer  
Adopted 05-01-2015

**Fidelity Title Agency**  
**ALTA Universal ID 8005203**  
**1368 A East Kingsley**  
**Springfield, MO 65804**

**File No./Escrow No.:** 2023020017  
**Print Date & Time:** May 8, 2023 at 03:35 PM  
**Officer/Escrow Officer:** AMANDA JO SMARR  
**Settlement Location:** 1368-A EAST KINGSLEY  
 SPRINGFIELD, MO 65804  
  
**Property Address:** 4297 S WILSONS CREEK BLVD  
 REPUBLIC, MO 65738  
  
**Borrower:** THE CITY OF REPUBLIC, MISSOURI  
**Seller:** ERNEST E. CANTWELL  
**Lender:** CASH  
**Settlement Date:** May 24, 2023  
**Disbursement Date:** May 24, 2023

Description	Borrower/Buyer	
	Debit	Credit
<b>Financial</b>		
Sale Price of Property	\$ 469,000.00	
<b>Prorations/Adjustments</b>		
County Taxes 01/01/23 to 05/25/23		\$ 376.48
<b>Loan Charges to CASH</b>		
<b>Other Loan Charges</b>		
<b>Impounds</b>		
<b>Title Charges &amp; Escrow / Settlement Charges</b>		
Title - Owner's Title Insurance (optional) to Fidelity Title Agency Coverage: \$ 469,000.00 Premium: \$ 425.20	\$ 425.20	
Title - Closing Fee to Fidelity Title Agency	\$ 150.00	
Title - CPL to AGENTS NATIONAL	\$ 25.00	
Title - E-Record Processing Fee to FIDELITY TITLE	\$ 5.00	
Title - Title Service Fee Owner's to Fidelity Title Agency	\$ 977.96	

## ALTA Settlement Statement Borrower/Buyer - Continued

	Debit	Credit
<b>Government Recording and Transfer Charges</b>		
Recording Fees to GREENE County Register of Deeds WARRANTY DEED	\$ 30.00	
<b>Payoffs</b>		
<b>Miscellaneous</b>		
<b>Subtotals</b>	\$ 470,613.16	\$ 376.48
<b>Balance Due FROM</b>		\$ 470,236.68
<b>TOTALS</b>	\$ 470,613.16	\$ 470,613.16

**Acknowledgement**

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Fidelity Title Agency to cause the funds to be disbursed in accordance with this statement.

THE CITY OF REPUBLIC, MISSOURI

BY: \_\_\_\_\_

\_\_\_\_\_  
AMANDA JO SMARR, Escrow Officer

Title insurance premium and closing protection fee have been calculated according to rates filed with the Missouri Department of Commerce and Insurance. However, title services charges, closing charges, and other fees are not limited by state law. For further general information regarding title insurance, you may visit the Missouri Insurance website at [www.insurance.mo.gov](http://www.insurance.mo.gov), or call the Missouri Department of Commerce and Insurance at (800) 726-7390.