

**AN ORDINANCE OF THE CITY OF OZARK, MISSOURI,
APPROVING AN ADDENDUM TO THE
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
AND CHRISTIAN COUNTY REGARDING ISSUANCE OF A
FINAL PLAT**

WHEREAS, the City of Ozark, Missouri (the "City") and Christian County (the "County") entered into an Intergovernmental Agreement on December 18, 2024; and

WHEREAS, the County has requested the City authorize the approval of the County Government Plaza Final Plat (the "Final Plat") and the issuance of building permits prior to the County's completion of the required public improvements (the "Public Improvements"); and

WHEREAS, the City desires to condition approval of the Final Plat and the issuance and delivery of building permits for construction on lots within the County Government Plaza upon the County's delivery of the irrevocable letter of credit (the "ILOC") to the City to ensure completion of the Public Improvements; and

WHEREAS, the County has not provided, and the City has not yet accepted a finalized Schedule of Costs; and

WHEREAS, because the Schedule of Costs are critical to determining the basis for the calculation of the security amount, the Parties agree that this Ordinance shall be conditioned upon the Parties agreeing upon a finalized Schedule of Costs; and

WHEREAS, the City and the County desire to enter into an Addendum to the Intergovernmental Agreement to memorialize the terms upon which the Final Plat will be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF CITY OF OZARK, MISSOURI, as follows, that:

SECTION 1. The Addendum to the Intergovernmental Agreement by and between the City and the County, in substantially the form attached hereto as "Exhibit A" incorporated herein by reference, is hereby approved and the Mayor is hereby authorized to execute the agreement on behalf of the City.

SECTION 2. Approval of the Addendum to the Intergovernmental Agreement is conditioned upon the County and City agreeing to a Schedule of Costs. Failure of the County and City to agree to said Schedule of Costs shall nullify and render void approvals granted in this Ordinance.

SECTION 3. City staff and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

SECTION 4. This Ordinance shall take effect and be in full force from and after its passage and approval.

PASSED AT MEETING OM MARCH 17, 2025.

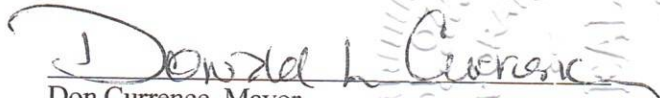
AYE

NAY

ABSTAIN/ABSENT

**ALDERMAN DAVID SNIDER
ALDERMAN EDDIE CAMPBELL
ALDERMAN JEAN ANN HUTCHINSON
ALDERMAN BRUCE GALLOWAY
ALDERMAN CHRIS AIKEN
ALDERMAN JIM METCALF**

APPROVED ON MARCH 17, 2025.


Don Currence, Mayor

ATTEST:

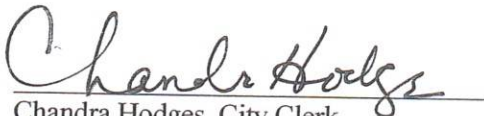

Chandra Hodges, City Clerk

Exhibit A

Irrevocable Letter of Credit

[On file with the City.]

--(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT: DEVELOPMENT AGREEMENT

DATE OF DOCUMENT: _____, 2025

GRANTOR'S NAME AND
MAILING ADDRESS: CITY OF OZARK, MISSOURI
205 N. 1st Street
Ozark, Missouri 65721

GRANTEES' NAMES AND
MAILING ADDRESSES: CHRISTIAN COUNTY
_____, Missouri _____

RETURN DOCUMENT TO: City of Ozark
Attn: City Administrator Eric Johnson
205 N 1st Street
Ozark, Missouri 65721

LEGAL DESCRIPTION: Attached as **Schedule 1**

**ADDENDUM TO THE
INTERGOVERNMENTAL AGREEMENT BETWEEN CHRISTIAN COUNTY
AND THE CITY OF OZARK**

THIS ADDENDUM, entered into this 27th day of March, 2025, shall become part of that Agreement executed on the 18th day of December 2024, by Christian County (the "County") and City of Ozark, Missouri, (the "City");

WHEREAS, the County has requested the Board of Aldermen authorize the approval of the County Government Plaza Final Plat (the "Final Plat") and the issuance of building permits prior to the County's completion of the required public improvements (the "Public Improvements"); and

WHEREAS, the County shall provide to the City security in the form of an irrevocable letter of credit issued by Ozark Bank in the form attached hereto as **Exhibit A** (the "ILOC") in exchange for the Board of Aldermen authorizing approval of the Final Plat and the issuance of building permits for construction on lots within the County Government Plaza; and

WHEREAS, the City and County acknowledge that the City shall not complete any final inspections for the issuance of Certificates of Occupancy, nor shall the City issue Certificates of Occupancy for any building within the County Government Plaza until the Public Improvements are completed, inspected, and accepted by the City.

NOW, THEREFORE, the County and the City amend the Agreement as follows:

1. Paragraph 1 shall be deleted in its entirety and replaced with new language, to read as follows:
 - "1. The Plat.
 - a. The City hereby confirms its satisfaction that this Agreement provides the City with security sufficient to (i) ensure the completion of the Public Improvements, (ii) induce the City's approval of the Final Plat prior to the completion of the Public Improvements, and (iii) authorize the City's issuance of building permits on lots located within the County Government Plaza. Accordingly, the City agrees to sign and record the Final Plat promptly upon issuance of the ILOC and delivery of the original of the same to the City, understanding that time is of the essence. The County shall comply with all other applicable requirements related to the City's issuance of a Final Plat except for the completion of the Public Improvements as contained herein. The City shall have the authority to administratively approve a replat to the Final Plat for lot line adjustments or other related reasons.

- b. The County and the City hereby acknowledge and agree that the City shall have no obligation to complete final inspections nor issue a Certificate of Occupancy for any building or structure located within the County Government Plaza until that time that the Public Improvements have been fully completed and accepted by the City. The County shall be obligated to communicate this agreement to any future owner of property within the County Government Plaza.”

2. Paragraph 2 shall be deleted in its entirety and replaced with new language, to read as follows:

“2. Performance Guarantee.

- a. As a condition to the approval of the Final Plat, the County shall cause the ILOC to be issued by Ozark Bank (the “Lender”) and the original thereof delivered to the City. It is the intent of the City and the County that the ILOC Amount represents 130% of the estimated cost for the completion of the Public Improvements and may be drawn on by the City in accordance with this Agreement as a guarantee to secure the completion of the Public Improvements. For purposes of clarity, the ILOC shall not be considered any form of escrow or security for escrow owed to the City or any other entity, political subdivision, or corporation including but not limited to performance bond, payment bond, maintenance bond, land disturbance escrow, or sidewalk escrow and reference to these does not constitute approval of these additional escrows.
- b. The County may apply to the City for a reduction in the ILOC amount based on the progress of the County’s construction of the Public Improvements as determined from time to time by inspections, certifications, and acceptance by the City. Said requests for ILOC adjustment shall be requested with no more frequency than once monthly. When the Public Improvements have been Completed, the City shall confirm in writing to County and to the Lender that the ILOC may be terminated, at which time the City and County shall record a termination of this Agreement with the Christian County, Missouri Recorder of Deeds Office.
- c. The County shall diligently pursue the design, engineering, construction, installation and completion of the Public Improvements. Subject to Force Majeure Delay, if the Public Improvements are not Completed (meaning the City acceptance of such Public Improvements in accordance with City code and customary practices) within twelve (12) months (the “County Deadline”) after the Effective Date, the City may, acting by and through the City Administrator or their designee, make drafts on and in accordance with the ILOC for the direct payment of labor and materials used in the design, engineering, construction, installation, and completion of the Public Improvements, such drafts and disbursements to be based on the progress of the work as determined from time to time by inspections and certifications made by the City

Administrator or their designee. Notwithstanding anything to the contrary, the City may make drafts on and in accordance with the ILOC upon an Event of Default or the expiration of the County Deadline without further authorization or action by the County.

- d. Upon the occurrence and continuance of an Event of Default, the City may, in addition to any other rights and remedies provided under this Agreement or by law, commence or continue work on the Public Improvements, and is hereby expressly given the right to make drafts on and in accordance with the ILOC for payment of costs associated with the Public Improvements, with or without the expiration of the County Deadline.
- e. Notwithstanding anything to the contrary and to extent allowed by law, the County hereby covenants and agrees to indemnify and defend the City and its officers, employees, attorneys and agents against and from any and all causes of action or actions in law or equity, liens, claims, damages, loss, costs or expenses of any nature whatsoever arising out of or in connection with this Agreement and the approval of the Final Plat prior to the completion of Public Improvements, and any failure to satisfy the promises contained herein (including the foregoing indemnity obligation) shall be treated as a material breach by County of the Agreement, giving the City the right to pursue the remedies specified therein, including, but not limited to, termination thereof. The parties hereby acknowledge that the County's liability under this paragraph shall not be limited to the amount of the ILOC. Notwithstanding the foregoing terms of this Section, the County shall have no obligation to defend, hold harmless or indemnify the City with respect to any matter or expense resulting directly from the gross negligence or willful misconduct of the City."

3. A new Paragraph 11 shall be added to read as follows:

"11. Definitions. As used herein, the following terms shall mean:

- a. "Effective Date" shall mean the date that the last party signs the Agreement.
- b. "Event of Default" shall mean a default in the performance of any obligation or breach of any covenant or agreement of the County in this Agreement and continuance of such default or breach for a period of 30 days after City has delivered to County a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and County is diligently attempting to remedy such default or breach, such default or breach will not constitute an Event of Default if County promptly upon receipt of such notice diligently attempts to remedy such default or breach and thereafter prosecutes and completes the same with due diligence and dispatch.

- c. "Force Majeure Delay" shall mean as follows: if County shall be delayed, hindered, or prevented from performing any act required hereunder due to circumstances beyond its reasonable control, including but not limited to casualty, inclement weather, strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, pandemic, terrorist threat or attack, or the delay in issuance of permits for the construction of the Public Improvements (each a "Force Majeure Delay"), the period for the performance of such act shall be extended for a period equivalent to the period of such delay, as reasonably agreed in writing by the City and County.
- d. "ILOC Amount" shall mean an amount equal to 130% of the greater of (1) the Grand total listed on the Schedule of Estimated Costs attached hereto as **Exhibit B** (representing the estimated costs of the Public Improvements as of the Effective Date hereof), and (2) the bid accepted by the County for construction of the Public Improvements.
- e. "Public Improvements" shall mean all public improvements shown on the County Government Plaza Preliminary Plat and construction documents approved by the City, including but not limited to roads, storm sewer, sanitary sewer, and water improvements.
- f. "Schedule of Costs" shall mean the Schedule of Estimated Costs, agreed to by the County and the City, for the completion of the Public Improvements attached hereto as **Exhibit B** and incorporated herein by this reference. Said Schedule provides a detailed breakdown of the estimated cost based on the category of Public Improvement. "

4. A new Paragraph 12 shall be added to read as follows:

"12. The County may not assign its rights and responsibilities under this Agreement without the prior written consent of the City, which may be granted or withheld in the City's sole and absolute discretion."

5. A new Paragraph 13 shall be added to read as follows:

"13. The covenants and agreements contained in this Agreement will bind the County and its successors and assigns."

6. A new Paragraph 14 shall be added to read as follows:

"14. The County and City hereby acknowledge that the Schedule of Costs has not yet been provided by the County nor agreed to by the City. The County and the City affirmatively agree that the Schedule of Costs are critical to determining the basis for the calculation of the ILOC

Amount and therefore, should the County and City not be able to agree to a Schedule of Costs, the City may terminate this agreement without penalty.”

7. That all other provisions of the aforementioned Contract shall remain in full force and effect.
8. That this Addendum together with the Contract contain the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CHRISTIAN COUNTY, MISSOURI

CITY OF OZARK, MISSOURI

By: 
Lynn Morris, Presiding Commissioner


Don Currence, Mayor

By: 
Bradley A. Jackson, Eastern Commissioner

By: 
Hosca Bilyeu, Western Commissioner

Johnny Williams

ATTEST:


Chandra Hodges, City Clerk

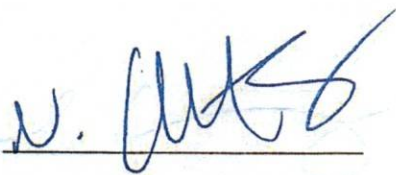
ATTEST:


Paula Brumfield, County Clerk

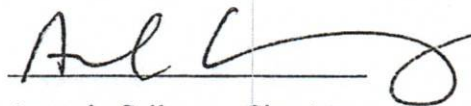


APPROVED AS TO FORM:

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read 'N. Austin Fax', written over a horizontal line.

N. Austin Fax, Christian County Counselor

A handwritten signature in blue ink, appearing to read 'Amanda Callaway', written over a horizontal line.

Amanda Callaway, City Attorney

Schedule 1

Legal Description

Legal description as shown on County Government Plaza Preliminary Plat filed with the City.

A TRACT OF LAND IN THE SOUTH HALF OF SECTION 21, TOWNSHIP 27 NORTH, RANGE 21 WEST IN THE CITY OF OZARK, CHRISTIAN COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21; THENCE S87°23'10"E ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 30.00 FEET FOR THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN; THENCE S87°22'57"E ALONG SAID NORTH LINE, 1298.58 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF TOWN & COUNTRY PLACE, A RECORDED SUBDIVISION IN THE CITY OF OZARK, CHRISTIAN COUNTY, MISSOURI; THENCE S86°35'43"E ALONG THE SOUTH LINE OF SAID TOWN & COUNTRY PLACE, 445.49 FEET TO AN EXISTING IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF NORTH 25th STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING NINE (9) COURSES: S01°40'10"W, 74.78 FEET TO AN EXISTING IRON PIN; SOUTHWESTERLY THROUGH A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 60°11'51", A RADIUS OF 220.00 FEET AND A CHORD OF 220.66 FEET BEARING S31°36'42"W, AN ARC DISTANCE OF 231.14 FEET TO AN EXISTING IRON PIN; S61°45'01"W, 151.60 FEET TO AN EXISTING IRON PIN; SOUTHWESTERLY THROUGH A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 48°05'42", A RADIUS OF 230.00 FEET AND A CHORD OF 187.45 FEET BEARING S37°39'34"W, AN ARC DISTANCE OF 193.07 FEET TO AN EXISTING IRON PIN; SOUTHWESTERLY THROUGH A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 79°50'02", A RADIUS OF 15.00 FEET AND A CHORD OF 19.25 FEET BEARING S53°20'37"W, AN ARC DISTANCE OF 20.90 FEET TO AN EXISTING IRON PIN; N86°16'39"W, 4.01 FEET TO AN EXISTING IRON PIN; S03°23'56"W, 59.81 FEET TO AN EXISTING IRON PIN; SOUTHEASTERLY THROUGH A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 91°04'38", A RADIUS OF 15.00 FEET AND A CHORD OF 21.41 FEET BEARING S41°39'20"E, AN ARC DISTANCE OF 23.84 FEET TO AN EXISTING IRON PIN; AND S03°18'21"W, 309.96 FEET TO AN EXISTING IRON PIN; THENCE LEAVING SAID RIGHT-OF-WAY LINE, N86°41'51"W, 413.71 FEET TO AN EXISTING IRON PIN; THENCE S03°18'02"W, 359.92 FEET TO AN EXISTING IRON PIN ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 14; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 14 THE FOLLOWING THREE (3) COURSES: N86°42'43"W, 294.59 FEET TO AN EXISTING IRON PIN; WESTERLY THROUGH A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02°50'37", A RADIUS OF 10389.26 FEET AND A CHORD OF 515.57 FEET BEARING N88°07'29"W, AN ARC DISTANCE OF 515.62 FEET TO AN EXISTING IRON PIN; AND N58°39'57"W, 157.01 FEET TO AN EXISTING IRON PIN; THENCE N01°20'55"E, 1185.27 FEET TO THE POINT OF BEGINNING.

Exhibit A

Irrevocable Letter of Credit

[On file with the City.]

Exhibit B

Schedule of Estimated Costs

[On file with the City.]