



**LAND USE PERMIT APPLICATION
ANNEXATION**

Office Use Only:		Application Date:	Permit Number:
PIN:	Lot No.:	Subdivision:	Existing GC Zoning:

SITE INFORMATION

Site Address: _____

OWNER INFORMATION

Owner Name:	
Address (Street, City, State, Zip):	
E-Mail:	Phone:

OWNER REPRESENTATIVE INFORMATION

Name:	Relation to Owner:
Mailing Address (Street, City, State, Zip):	
E-Mail:	Phone:

PROJECT INFORMATION

Description of Proposed Use & Zoning:

Project Contact Information: Contact Name & Phone: _____
 Company Name: _____ Email: _____

NOTE: Fees for this application are collected at the time of submission. Initial: _____

By signing this application form, I hereby acknowledge that the information I have provided is complete and accurate to the best of my knowledge. Furthermore, I acknowledge my responsibility to conform to the applicable federal, state and local regulations pertaining to the project described by this application and attachments. I also understand that this application will expire within 180 days of the date of my signing, unless extended in writing by the Building Official.

Signature: _____ **Date:** _____



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

GUARANTEE OF PAYMENT AGREEMENT

By signing this agreement, I acknowledge and accept full responsibility for payment to the City of Republic for all fees and charges incurred by 3rd party consultant review and any/all fees related to the review of drawings and specifications associated with this project.

Signature

Date

Please print the following information for billing purposes:

Contact Name: _____

Business Name: _____

Billing Address: _____



IRREVOCABLE CONSENT TO ANNEXATION AND AGREEMENT RELATING THERETO

This Irrevocable Consent to Annexation and Agreement Relating Thereto is made and entered into this ____ day of _____, 20__.

WITNESSETH:

WHEREAS, _____, (hereinafter “Owners”) are the Owner of Record with a fee simple interest in the following described real property:

[See Exhibit “A” attached hereto and incorporated herein by reference; and]

WHEREAS, the above-described realty lies outside of the city limits of the City of Republic, Missouri, (hereinafter the “City”); and

WHEREAS, Owners have asked the City Council (hereinafter “Council”) of the City to provide Owners with water and/or sewer service by permitting Owners to connect on to the City’s water and/or sewer system; and

WHEREAS, it is the policy of the City and the Council not to supply water or sewer to realty and persons located outside of the city limits; and

WHEREAS, the City, through its Council, is willing to deviate from the above stated policy, and is willing to allow Owners to connect on to the City’s water and/or sewer system if, and only if, Owners will irrevocably agree to consent to any future annexation by the City of the above described realty in the event the City and the Council determine such annexation would be in the best interests of the City.

NOW THEREFORE, it is hereby agreed by and between the parties as follows:

1. The City, acting through its Council, hereby agrees to permit Owners to connect to the City's water and/or sewer system and Owners hereby irrevocably consent, on behalf of themselves, their successors and assigns, to any future annexation of the above-described realty by the City irrespective of who initiated the annexation process.
2. The City shall charge, and Owners shall pay, such amounts as the City determines are necessary, appropriate or reasonable for all water and/or sewer service supplied Owners.
3. At such time as the Council, by Resolution or Ordinance, declares that annexation of hereinbefore described realty is in the best interests of the City; the City shall present the attached Voluntary Petition for Annexation to the Council as provided by Section 71.012 RSMo.
4. Alternatively, in the event the City initiates an annexation proceeding in the court system of this state which ultimately requires voter approval, and in the further event such annexation proceeding involves the above-described realty; Owners, their successors and/or assigns hereby agree to cooperate fully with the City and the Council in the annexation process, and Owners, their successors and/or assigns agree they will in no way object to or do anything which would impede the annexation process.
5. In the event Owners, their successors and/or assigns, or anyone acting by, through to on behalf of any of them, shall fail to cooperate fully with the City and the Council in any future annexation proceeding, irrespective of the form of that proceeding, or should Owners, their successors and/or assigns object to or do anything which would impede any such annexation proceeding, should Owners, their successors and/or assigns object to or do anything which would impede any such annexation proceeding, then the City may thereafter, without notice, terminate water and/or sewer service to the above-described realty and disconnect said property from the City's water system.



6. This agreement, the Irrevocable Consent to Annexation, and the Voluntary Petition for Annexation contained herein shall remain in full force and effect so long as Owners continue to receive water and/or sewer service from the City and/or are connected to the City's water and/or sewer system.

7. This agreement, including the Irrevocable Consent to Annexation contained herein, and the Voluntary Petition for Annexation shall be enforceable by specific performance, at the option of the City, and, if litigation is initiated, the parties agree that venue shall be proper only in the Circuit Court of Greene County, Missouri, and all parties expressly waive any rights to venue inconsistent therewith.

8. This agreement, the Irrevocable Consent to Annexation contained herein shall be deemed to be a covenant running with the land and shall be binding upon Owners, their heirs, legal representatives, successors and assigns.



AFFIDAVIT FOR A CORPORATION

President

Corporation

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this _____ day of _____, 20_____, before me personally appeared _____, to me personally known, who being duly sworn, did declare that she/he is President of _____, that the seal was affixed to this instrument on behalf of said corporation by authority of its Board of Directors and the said _____ acknowledged said instrument to be the free act and deed of said corporation and that the statements therein contained are true.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in _____, the day and year first above written.

Notary Public

My commission expires:

AFFIDAVIT FOR A CORPORATE PARTNERSHIP

Partner

Partner

Partner

Partner

LLC

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this _____ day of _____, 20_____, before me personally appeared _____, to me personally known, who being duly sworn, declared that they are Partners of _____, that the seal affixed to this instrument was signed and sealed on behalf of said _____ by authority of its Partners and the said _____ acknowledged said instrument to be the free act and deed of said _____ and that the statements therein contained are true.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in _____, the day and year first above written.

Notary Public

My commission expires:

AFFIDAVIT FOR A JOINT OWNERSHIP

Property Owner

Property Owner

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this _____ day of _____, 20_____, before me personally appeared _____ and _____, to me personally known, who being duly sworn, declared that they are the persons who signed the foregoing document as joint owners of the property and that they are husband and wife and, acknowledge said instrument to be their free act and deed as joint owners and that the statements therein contained are true.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in _____, the day and year first above written.

Notary Public

My commission expires:

AFFIDAVIT FOR SOLE OWNERSHIP

Property Owner

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this _____ day of _____, 20____, before me personally appeared _____, to me personally known, who being duly sworn, declared that she/he is the person who signed the foregoing instrument as sole owner of the property and acknowledged said instrument to be the free act and deed of said property owner and that the statements therein contained are true. And the said _____ further declared himself (herself) to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in _____, the day and year first above written.

Notary Public

My commission expires:

AFFIDAVIT FOR A PARTNERSHIP

Partner

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this _____ day of _____, 20_____, before me personally appeared _____, to me personally known, who being duly sworn, declared that she/he is a partner of _____, and that the said instrument was signed on behalf of said partnership by authority of its partners and the said partner acknowledged said instrument to be the free act and deed of said partnership and that the statements therein contained are true.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in _____, the day and year first above written.

Notary Public

My commission expires:



ANNEXATION INSTRUCTIONS

Please include the following documents with the **Annexation Application**:

- Completed Guarantee of Payment Agreement.**
- Annexation Application:** Completed and signed Annexation Application.
- Petition to Annex:** Completed Petition to Annex, signed by the legal property owner; Notary required.
- Legal Description:** A digital copy of the legal description in Microsoft Word format. The file can be provided physically through a compact disc, flash drive, or e-mailed to the Principal Planner at the time of application
- Deed.** Copy of current Deed indicating property ownership.
- Fees:** The fee for an **Annexation Application** includes:
 - **Application Fee:** \$350 + \$10/Acre for parcels greater than five (5) acres (due at time of Application).
- Publication Cost:** The Publication Cost is the actual cost of publishing the Public Hearing Notice in the newspaper, as required by State Statute. The Publication Cost will be invoiced to the Applicant and is due prior to the Second Reading before City Council.

Annexation Process:

- Pre-Application Meeting:** A Pre-Application Meeting with the Technical Review Team (TRT) is required.
- Application:** A completed Application, including the Deed, Legal Description, and Fee.
- Review:** The Technical Review Team (TRT) will review the proposed Annexation and provide the Applicant with questions and/or comments.
- Notice of Public Hearing:** City Staff will prepare the Legal Notice for publication in the newspaper.
- Staff Report:** The Technical Review Team (TRT) will prepare a Staff Report to be presented to City Council.
- Public Hearing, City Council Meeting:** City Council will hold a Public Hearing on the request; Staff will present a Staff Report and all interested parties may appear and speak in favor or against the request.
- Second Reading, City Council Meeting:** City Council will render a decision on the request.

References:

Republic Municipal Code: [Chapter 435 Annexation](#)

Community Development Major Project Tracker Map: Since its inception, this tool maps and tracks the progress of all completed and ongoing development projects throughout the City. Information and photographs can be found for everything from new subdivisions to new commercial buildings. This link will take you to the [Major Project Tracker page](#), which includes instructions for use.

Planning & Zoning Agenda Tracker Map: A great number of items come through the Community Development Department that end up in front of the Planning and Zoning Commission and/or City Council. From Annexations to Final Plats, the [P&Z Agenda Tracker](#) provides information on all of these items, and more, as well as their mapped location, current status, and links to Staff Reports and Exhibits.

Online Community Map: The [Community Map](#) is an up-to-date view of our City that includes access to important information like property ownership, floodplain and sinkhole locations, subdivision plats, and much more. It is constantly kept up-to-date so you will be too! Stay tuned for new aerial photography to be added. This new imagery was taken in March and April of 2020 and is the result of a cooperative effort between a number of cities and counties in the region.