

CITY OF WILLARD, MISSOURI

224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



MEETING AGENDA AND PACKET

BOARD OF ALDERMEN

Regular Meeting

February 14, 2022

7:00 p.m.

Willard City Hall

224 W. Jackson

Mayor

Samuel Snider

Board Members

Donna Stewart

Sam Baird

Ryan Simmons

Larry Whitman-Mayor Pro-Tem

Landon Hall

Tyler Kelly

www.cityofwillard.org

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
February 14, 2022
7:00 P.M.**

Posted February 9, 2022.

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at **7:00 p.m.** February 14, 2022 at the Willard City Hall, 224 W. Jackson.

The tentative agenda of this meeting includes:
PLEDGE OF ALLEGIANCE

Call the meeting to order

- 1. Roll Call.**
- 2. Agenda Amendments/Approval of Agenda.**

3. Consent Agenda:

"A Consent Agenda allows the Board of Aldermen to consider and approve routine items of business without discussion. Any member of the Board of Aldermen, the City Staff or the Public may request removal of any item from the Consent Agenda and request that it be considered under the Regular Agenda if discussion or debate of the item is desired. Items not removed from the Consent Agenda will stand approved upon motion by any Board member, second and unanimous vote to "approve the Consent Agenda as published or modified."

- a. Minutes from regular meeting January 24, 2022.
 - b. January/February 2022 Outstanding Invoices, Check and Draft Paid Invoices.
 - c. Department Head Reports.
 - d. Board Attendance Report.
- 4. Discussion/Vote on current Outstanding Invoices, draft and Check Paid Invoices for January/February 2022.**
 - 5. Citizen Input.**
 - 6. Ronald McDonald House Week Proclamation.**
 - 7. Ordinance accepting the contract with Springfield for sewer. (2nd Read) Discussion/Vote.**
 - 8. Ordinance amending Section 130.040 Purchasing Policies. (1st & 2nd Read) Discussion/Vote.**

9. **Discussion/Vote to accept the bid to repair the Meadows Water Tower.**
10. **Ordinance appointing Kristoffer Barefield as Judge. (1st & 2nd Read)
Discussion/Vote.**
11. **Ordinance appointing Ken Reynolds as City Attorney. (1st & 2nd Read)
Discussion/Vote.**
12. **Discussion/Vote to accept the bid for a server.**
13. **Discussion/Vote to approve Board member travel and expense form.**
14. **New Business.**
15. **Unfinished Business.**
16. **Recess Open Session.**
17. **Open Executive Session.**
18. **Close Executive Session**
19. **Adjourn Meeting.**

THE TENTATIVE AGENDA SHOWS THIS MEETING CLOSED PURSUANT TO
RSMO SECTION 610.021 # (1) LEGAL.

IF YOU HAVE SPECIAL NEEDS, WHICH REQUIRE ACCOMMODATION, PLEASE
NOTIFY CITY PERSONNEL AT CITY HALL. ACCOMMODATIONS WILL BE MADE
FOR YOUR NEEDS. REPRESENTATIVES OF THE NEWS MEDIA MAY OBTAIN
COPIES OF THIS NOTICE BY CONTACTING THE CITY CLERK AT 417-742-5302.

Jennifer Rowe
City Clerk



Agenda Item# 3

Consent Agenda:

"A Consent Agenda allows the Board of Aldermen to consider and approve routine items of business without discussion. Any member of the Board of Aldermen, the City Staff or the Public may request removal of any item from the Consent Agenda and request that it be considered under the Regular Agenda if discussion or debate of the item is desired. Items not removed from the Consent Agenda will stand approved upon motion by any Board member, second and unanimous vote to "approve the Consent Agenda as published or modified."

- a. Minutes from regular meeting January 24, 2022.
- b. January/February 2022 Outstanding Invoices, Check and Draft Paid Invoices.
- c. Department Head Reports.
- d. Board Attendance Report.

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**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
January 24, 2022
7:00 p.m.**

Staff present: City Administrator, Brad Gray; City Clerk, Jennifer Rowe; Police Officer, JD Landon; and Finance Director, Carolyn Halverson.

City Attorney Ken Reynolds was not present.

Citizens in attendance: none.

Call to Order.

Mayor Snider called the meeting to order at 7:00 p.m.

Roll Call.

Alderman Kelly-present, Alderman Simmons-present, Alderman Stewart---, Alderman Whitman-present, Alderman Baird-present, Alderman Hall--- and Mayor Snider-present.

Agenda Amendments/Agenda Approval.

Motion was made by Alderman Baird and seconded by Alderman Kelly to approve the Agenda. Motion carried with a vote of 4-0. Voting aye: Aldermen Kelly, Simmons, Whitman and Baird.

Consent Agenda.

Motion was made by Alderman Kelly and seconded by Alderman Simmons to approve the Consent Agenda. Motion carried with a vote of 4-0. Voting aye: Aldermen Kelly, Simmons, Whitman and Baird.

Discussion/Vote on current Outstanding Invoices, draft and Check Paid Invoices for December 2021/January 2022.

Motion was made by Alderman Simmons and seconded by Alderman Kelly to approve the current Outstanding Invoices, draft and Check Paid Invoices for December 2021/January 2022. Motion carried with a vote of 4-0. Voting aye: Aldermen Kelly, Simmons, Whitman and Baird.

Citizen Input.

None.

Ordinance accepting the contract with the City of Springfield for sewer. (1st Read) Discussion/Vote.

City Administrator Brad Gray discussed the contract. Discussion was made on what all was changing from the last sewer contract with Springfield. Mr. Gray stated that this new contract allows for us to connect the meadows, and we are now paying based on the flow meter reading, not water usage. He stated that this also ups our capacity to 1.3 million gallons a day depending on Springfield's available capacity. Discussion was made on calibration of flow meters, disputes, and future growth.

The first read was conducted by the City Clerk.

Motion was made by Alderman Kelly and seconded by Alderman Whitman to accept the contract the City of Springfield for sewer. Motion carried with a vote of 4-0. Voting aye: Aldermen Kelly, Simmons, Whitman and Baird.

Discussion/Vote to approve engagement letter with KPM CPA's for 2021 Audit.

Finance Director Carolyn Halverson stated this was just a yearly housekeeping issue acknowledging the cost for the audit this year and giving the auditors the approval to begin. She stated this year will cost \$18,300 and will have an additional cost of \$4,000 if we exceed \$750,000 in federal funds received.

Motion was made by Alderman Kelly and seconded by Alderman Baird to approve the engagement letter with KPM CPA's for the 2021 Audit. Motion carried with a vote of 4-0. Voting aye: Aldermen Kelly, Simmons, Whitman and Baird.

Discussion/Vote on Board members attending MML Conference.

Mr. Gray informed the Board that the Mayor had requested to attend the upcoming MML Conference. After researching prior minutes, the Board had decided they wanted to approve any expense on training from board members before they could be authorized to go. Discussion was made on what this conference entails. Mayor Snider stated that it is to get an update on new legislation to watch that could affect Willard, and to work on relationships with the legislators. Discussion was made on total funding available in the current budget and what all was paid for when someone goes. Mayor Snider stated he felt this was a good thing to attend and he planned to go even if he had to pay.

Alderman Baird stated he felt any requests should include the total cost, agenda for the event, and details as to how it would benefit the city. Alderman Kelly requested a 30-day advanced request to allow enough time for the Board to make a decision before payment was due.

Discussion was made on a policy for future requests. Mr. Gray stated he could work on that. Alderman Simmons offered to assist.

Motion was made by Alderman Kelly and seconded by Alderman Baird to table this discussion until the next meeting. Motion carried with a vote of 4-0. Voting aye: Aldermen Kelly, Simmons, Whitman and Baird.

New Business.

Mr. Gray informed the Board that the redistricting maps had been finalized and were out. He stated Mr. Owen has a very large district now, and Willard was a majority of the population in the district.

Unfinished Business.

None.

Adjourn.

Motion was made by Alderman Kelly and seconded by Alderman Simmons to Adjourn. Motion carried with a vote of 4-0. Voting aye: Aldermen Kelly, Simmons, Whitman and Baird.

The meeting was adjourned at 8:20 p.m.

Jennifer Rowe, City Clerk

Samuel Snider, Mayor

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**CITY OF WILLARD
BOARD OF ALDERMEN**



**AGENDA ITEM #3B
FINANCE DEPARTMENT**

ACTION REQUIRED: APPROVAL REQUESTED

- **Outstanding Invoices – January/February 2022**



Pending Expense Approval Report 1

By Vendor Name

Post Dates 1/26/2022 - 2/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: AGR100 - AG READY MIX CO					
AG READY MIX CO	1570	02/08/2022	I&I PARTS FOR SEWER REPAIR AND MAINT-S	20-700-95100	543.00
Vendor AGR100 - AG READY MIX CO Total:					543.00
Vendor: AMA300 - ALLGEIER, MARTIN & ASSOCIATES, INC					
ALLGEIER, MARTIN & ASSOCIA	WILL7020007-84	02/08/2022	ATM COMMERCIAL SUBDIVISION REV- P&D	10-400-56400	3,612.50
ALLGEIER, MARTIN & ASSOCIA	WILL7020007-85	02/08/2022	FORCE MAIN ASSESSMENT & EM REPAIRS-S	20-700-95100	1,480.00
ALLGEIER, MARTIN & ASSOCIA	WILL7020007-86	02/08/2022	LIFT STATION 94 GENERAL ON -CALL REQUESTS-S	20-700-56400	2,168.00
ALLGEIER, MARTIN & ASSOCIA	WILL7020007-87	02/08/2022	LIFT STATION 94 SCHEMATIC DESIGN-S	20-700-56400	1,072.00
ALLGEIER, MARTIN & ASSOCIA	WILL7020007-88	02/08/2022	LIFT STATION D CAPACITY ANALYSIS - S	20-700-56400	1,575.00
ALLGEIER, MARTIN & ASSOCIA	WILL7020007-89	02/08/2022	WATER SYSTEM DISINFECTION IMPROVEMEN	20-600-56400	8,239.64
Vendor AMA300 - ALLGEIER, MARTIN & ASSOCIATES, INC Total:					18,147.14
Vendor: BAT150 - BATTLEFIELD SEPTIC, LLC					
BATTLEFIELD SEPTIC, LLC	180034-8055	02/08/2022	WHISPERING OAKS LS & MANHOLE WAST REMOVAL-S	20-700-51000	200.00
BATTLEFIELD SEPTIC, LLC	180034-8055	02/08/2022	WHISPERING OAKS LS & MANHOLE WAST REMOVAL-S	20-700-95100	200.00
Vendor BAT150 - BATTLEFIELD SEPTIC, LLC Total:					400.00
Vendor: CSC200 - CHRIS STRAW CONSULTING, LLC					
CHRIS STRAW CONSULTING, L	020222	02/08/2022	LOT INSPECTIONS & REINSECTIONS- P&D	10-400-56400	480.00
Vendor CSC200 - CHRIS STRAW CONSULTING, LLC Total:					480.00
Vendor: CPI100 - COLORGRAPHIC PRINTING INC					
COLORGRAPHIC PRINTING IN	0194780-IN	02/08/2022	NO TRESSPASS SIGNS - PKS	30-800-50130	126.55
Vendor CPI100 - COLORGRAPHIC PRINTING INC Total:					126.55
Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES					
COMMERCE CREDIT CARD SE	113-1247007-9873027	02/08/2022	AMAZON-3 RING BINDERS-GE	10-100-50700	115.51
COMMERCE CREDIT CARD SE	32234369	02/08/2022	LINGO COMM LIFT STATION PHONE SERVICE - SEWER	20-700-61000	49.74
COMMERCE CREDIT CARD SE	07649G	02/08/2022	DOLLAR GEN-SANITIZER, FILE TABS,GLADE -GEN/W/S/CT	10-100-50550	5.00
COMMERCE CREDIT CARD SE	07649G	02/08/2022	DOLLAR GEN-SANITIZER, FILE TABS,GLADE -GEN/W/S/CT	10-250-50550	4.00
COMMERCE CREDIT CARD SE	07649G	02/08/2022	DOLLAR GEN-SANITIZER, FILE TABS,GLADE -GEN/W/S/CT	10-250-50700	1.00
COMMERCE CREDIT CARD SE	07649G	02/08/2022	DOLLAR GEN-SANITIZER, FILE TABS,GLADE -GEN/W/S/CT	20-600-50550	2.50
COMMERCE CREDIT CARD SE	07649G	02/08/2022	DOLLAR GEN-SANITIZER, FILE TABS,GLADE -GEN/W/S/CT	20-700-50550	2.50
COMMERCE CREDIT CARD SE	945	02/08/2022	USPS POSTAGE STAMPS - ALL DEPTS	10-100-50750	229.35
COMMERCE CREDIT CARD SE	945	02/08/2022	USPS POSTAGE STAMPS - ALL DEPTS	10-200-50750	1.06
COMMERCE CREDIT CARD SE	945	02/08/2022	USPS POSTAGE STAMPS - ALL DEPTS	10-250-50750	1.06
COMMERCE CREDIT CARD SE	945	02/08/2022	USPS POSTAGE STAMPS - ALL DEPTS	10-400-50750	0.53
COMMERCE CREDIT CARD SE	03193G	02/08/2022	USPS-1099 CERTIFIED MAILINGS-GEN	10-100-50750	33.04

Pending Expense Approval Report 1

Post Dates: 1/26/2022 - 2/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COMMERCE CREDIT CARD SE	114-6324997-1173007	02/08/2022	AMAZON-OFFICE PHONE CASE - PKS	30-800-52000	20.98
COMMERCE CREDIT CARD SE	03314-30542751	02/08/2022	CANVA- STAFF BUSINESS CARDS- PKS	30-800-50700	17.00
COMMERCE CREDIT CARD SE	03314-30683448	02/08/2022	CANVA- STAFF BUSINESS CARDS- PKS	30-800-50700	17.00
COMMERCE CREDIT CARD SE	03314-30741073	02/08/2022	CANVA- STAFF BUSINESS CARDS- PKS	30-800-50700	17.00
COMMERCE CREDIT CARD SE	03314-31012273	02/08/2022	CANVA- STAFF BUSINESS CARDS- PKS	30-800-50700	17.00
COMMERCE CREDIT CARD SE	03314-31123739	02/08/2022	CANVA- STAFF BUSINESS CARDS- PKS	30-800-50700	17.00
COMMERCE CREDIT CARD SE	113-3743297-6418620	02/08/2022	AMAZON-BANKERS BOXES, BINDERS, DIVIDERS- GEN/CT/W/S	10-100-50700	79.78
COMMERCE CREDIT CARD SE	113-3743297-6418620	02/08/2022	AMAZON-BANKERS BOXES, BINDERS, DIVIDERS- GEN/CT/W/S	10-250-50700	3.29
COMMERCE CREDIT CARD SE	113-3743297-6418620	02/08/2022	AMAZON-BANKERS BOXES, BINDERS, DIVIDERS- GEN/CT/W/S	20-600-50700	19.50
COMMERCE CREDIT CARD SE	113-3743297-6418620	02/08/2022	AMAZON-BANKERS BOXES, BINDERS, DIVIDERS- GEN/CT/W/S	20-700-50700	19.50
COMMERCE CREDIT CARD SE	09856G	02/08/2022	BULLSEYE- PROPANE FOR WATER TOWER - W	20-600-51000	78.82
COMMERCE CREDIT CARD SE	325013731	02/08/2022	GOTOMEETING VIDEO CONFERENCING SOFTWARE - GEN	10-100-57400	19.80
COMMERCE CREDIT CARD SE	111-5907665-1573807	02/08/2022	AMAZON-POPCORN AND POPCRN OIL - PKS	30-800-50200	34.48
Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:					806.44
Vendor: CON170 - CONCO COMPANIES					
CONCO COMPANIES	7001682862	02/08/2022	5/8" STONE -W	20-600-51000	562.74
CONCO COMPANIES	7001684029	02/08/2022	BASE ROCK FOR MARK ST MANHOLE I&I - S	20-700-95100	20.00
Vendor CON170 - CONCO COMPANIES Total:					582.74
Vendor: ERC105 - EMANUEL ROMANIAN CHRISTIAN CHURCH					
EMANUEL ROMANIAN CHRIST	012822	02/08/2022	PRETREATMENT SURVEY OVERPAYMENT REFUND-GEN	10-100-40800	15.00
Vendor ERC105 - EMANUEL ROMANIAN CHRISTIAN CHURCH Total:					15.00
Vendor: FRO560 - FROGS DETAILED SPECIALITIES					
FROGS DETAILED SPECIALITIES	1362	02/08/2022	GYM SIGN-PKS	30-800-55200	300.00
FROGS DETAILED SPECIALITIES	1390	02/08/2022	RECYCLING CTR SIGNS - PKS	30-800-50110	30.00
Vendor FRO560 - FROGS DETAILED SPECIALITIES Total:					330.00
Vendor: GLA200 - GLENN'S AUTOMOTIVE LLC					
GLENN'S AUTOMOTIVE LLC	14734	02/08/2022	2017 WPD #4- OIL CHANGE- LAW	10-200-71000	64.50
Vendor GLA200 - GLENN'S AUTOMOTIVE LLC Total:					64.50
Vendor: HAR160 - HARRY COOPER SUPPLY COMPANY					
HARRY COOPER SUPPLY COM	S4644094.002	02/08/2022	2IN DROP IN METER GASKET - W	20-600-51000	27.84
Vendor HAR160 - HARRY COOPER SUPPLY COMPANY Total:					27.84
Vendor: HYP100 - HYPERCORE NETWORKS INC					
HYPERCORE NETWORKS INC	02012212711495	02/08/2022	INTERNET SERVICE - ALL DEPT	10-100-61050	272.15
HYPERCORE NETWORKS INC	02012212711495	02/08/2022	INTERNET SERVICE - ALL DEPT	10-200-61050	272.15
HYPERCORE NETWORKS INC	02012212711495	02/08/2022	INTERNET SERVICE - ALL DEPT	10-250-61050	194.25
HYPERCORE NETWORKS INC	02012212711495	02/08/2022	INTERNET SERVICE - ALL DEPT	10-300-61050	200.76
HYPERCORE NETWORKS INC	02012212711495	02/08/2022	INTERNET SERVICE - ALL DEPT	10-400-61050	194.25
HYPERCORE NETWORKS INC	02012212711495	02/08/2022	INTERNET SERVICE - ALL DEPT	20-600-61050	297.99
HYPERCORE NETWORKS INC	02012212711495	02/08/2022	INTERNET SERVICE - ALL DEPT	20-700-61050	297.99

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Pending Expense Approval Report 1

Post Dates: 1/26/2022 - 2/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HYPERCORE NETWORKS INC	02012212711495	02/08/2022	INTERNET SERVICE - ALL DEPT	30-800-61050	304.50
Vendor HYP100 - HYPERCORE NETWORKS INC Total:					2,034.04
Vendor: IND100 - INDEPENDENT ELECTRIC					
INDEPENDENT ELECTRIC	SP-RSR15229	02/08/2022	WHISPERING OAKS PUMP REPAIR - S	20-700-51000	3,598.71
Vendor IND100 - INDEPENDENT ELECTRIC Total:					3,598.71
Vendor: JOE400 - JOE'S TIRE SHOP					
JOE'S TIRE SHOP	333346	02/08/2022	NEW TIRES FOR SKIDSTEAR - W - S- STS	10-300-71100	137.20
JOE'S TIRE SHOP	333346	02/08/2022	NEW TIRES FOR SKIDSTEAR - W - S- STS	20-600-71100	274.40
JOE'S TIRE SHOP	333346	02/08/2022	NEW TIRES FOR SKIDSTEAR - W - S- STS	20-700-71100	274.40
Vendor JOE400 - JOE'S TIRE SHOP Total:					686.00
Vendor: KPM100 - KPM CPAs AND ADVISORS					
KPM CPAs AND ADVISORS	50883	02/08/2022	2021 PRELIMINARY AUDIT FEES - GEN/W/S/PKS	10-100-55400	1,000.00
KPM CPAs AND ADVISORS	50883	02/08/2022	2021 PRELIMINARY AUDIT FEES - GEN/W/S/PKS	20-600-55400	1,000.00
KPM CPAs AND ADVISORS	50883	02/08/2022	2021 PRELIMINARY AUDIT FEES - GEN/W/S/PKS	20-700-55400	1,000.00
KPM CPAs AND ADVISORS	50883	02/08/2022	2021 PRELIMINARY AUDIT FEES - GEN/W/S/PKS	30-800-55400	500.00
Vendor KPM100 - KPM CPAs AND ADVISORS Total:					3,500.00
Vendor: EMP210 - LIBERTY UTILITIES-EMPIRE DISTRICT					
LIBERTY UTILITIES-EMPIRE DIS	518063-43-3	02/08/2022	CHRISTMAS ON FRISCO ELECTRICITY - PKS	30-800-62000	263.51
Vendor EMP210 - LIBERTY UTILITIES-EMPIRE DISTRICT Total:					263.51
Vendor: LLS100 - LIFE LINE SCREENINGS					
LIFE LINE SCREENINGS	0007125	02/08/2022	FACILITY RENTAL DEPOSIT REFUND-PKS	30-25800	75.00
Vendor LLS100 - LIFE LINE SCREENINGS Total:					75.00
Vendor: LOG100 - LOGMEIN COMMUNICATIONS INC					
LOGMEIN COMMUNICATIONS	IN7100930964	02/08/2022	INTERNET SERVICE- ALL DEPT	10-100-61050	116.90
LOGMEIN COMMUNICATIONS	IN7100930964	02/08/2022	INTERNET SERVICE- ALL DEPT	10-200-61050	116.90
LOGMEIN COMMUNICATIONS	IN7100930964	02/08/2022	INTERNET SERVICE- ALL DEPT	10-250-61050	83.44
LOGMEIN COMMUNICATIONS	IN7100930964	02/08/2022	INTERNET SERVICE- ALL DEPT	10-300-61050	86.23
LOGMEIN COMMUNICATIONS	IN7100930964	02/08/2022	INTERNET SERVICE- ALL DEPT	10-400-61050	83.44
LOGMEIN COMMUNICATIONS	IN7100930964	02/08/2022	INTERNET SERVICE- ALL DEPT	20-600-61050	128.00
LOGMEIN COMMUNICATIONS	IN7100930964	02/08/2022	INTERNET SERVICE- ALL DEPT	20-700-61050	128.00
LOGMEIN COMMUNICATIONS	IN7100930964	02/08/2022	INTERNET SERVICE- ALL DEPT	30-800-61050	130.78
Vendor LOG100 - LOGMEIN COMMUNICATIONS INC Total:					873.69
Vendor: MCC110 - MCCROMETER INC					
MCCROMETER INC	558820 RI	02/08/2022	POOL FLOW METER GAUGES- PKS	30-800-71100	496.83
Vendor MCC110 - MCCROMETER INC Total:					496.83
Vendor: MPI150 - MELTON PROPANE, INC.					
MELTON PROPANE, INC.	35828	02/08/2022	PROPANE GAS - LAW	10-200-62100	496.88
MELTON PROPANE, INC.	36055	02/08/2022	PROPANE GAS - LAW	10-200-62100	329.58
Vendor MPI150 - MELTON PROPANE, INC. Total:					826.46
Vendor: MEM100 - MISSOURI EMPLOYERS MUTUAL					
MISSOURI EMPLOYERS MUTU	300345496	02/08/2022	WORKMAN'S COMP INSURANCE - ALL DEPTS	10-16000	1,327.26
MISSOURI EMPLOYERS MUTU	300345496	02/08/2022	WORKMAN'S COMP INSURANCE - ALL DEPTS	20-16000	827.96
MISSOURI EMPLOYERS MUTU	300345496	02/08/2022	WORKMAN'S COMP INSURANCE - ALL DEPTS	30-16000	646.68
Vendor MEM100 - MISSOURI EMPLOYERS MUTUAL Total:					2,801.90

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Pending Expense Approval Report 1

Post Dates: 1/26/2022 - 2/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: MIS380 - MISSOURI MUNICIPAL LEAGUE					
MISSOURI MUNICIPAL LEAGU	318	02/08/2022	2022 MEMBERSHIP DUES - GEN	10-100-55800	1,034.40
Vendor MIS380 - MISSOURI MUNICIPAL LEAGUE Total:					1,034.40
Vendor: MIS440 - MISSOURI RURAL WATER ASSOC					
MISSOURI RURAL WATER ASS	020822	02/08/2022	2022 LEGISLATIVE ASSESSMENT - WATER	20-600-55800	675.00
Vendor MIS440 - MISSOURI RURAL WATER ASSOC Total:					675.00
Vendor: DES100 - MO DEPT OF LABOR & INDUSTRIAL RELATIONS					
MO DEPT OF LABOR & INDUS	022822	02/08/2022	REIMBURSABLE UNEMPLOYMENT BENEFITS - PKS	30-800-55600	12.00
Vendor DES100 - MO DEPT OF LABOR & INDUSTRIAL RELATIONS Total:					12.00
Vendor: MIS320 - MO DEPT OF NATURAL RESOURCES					
MO DEPT OF NATURAL RESOU	34602205288	02/08/2022	ANNUAL SEWER CONNECTION FEES - PW	20-25750	2,345.93
Vendor MIS320 - MO DEPT OF NATURAL RESOURCES Total:					2,345.93
Vendor: STI150 - MONRO INC					
MONRO INC	121667	02/08/2022	MOWER TIRES-PKS	30-800-71100	83.96
Vendor STI150 - MONRO INC Total:					83.96
Vendor: ORE145 - O'REILLY AUTOMOTIVE, INC					
O'REILLY AUTOMOTIVE, INC	2367-407297	02/08/2022	MOWER FILTER - PKS	30-800-71100	8.01
O'REILLY AUTOMOTIVE, INC	2367-407299	02/08/2022	MOWER OIL - PKS	30-800-71100	21.99
O'REILLY AUTOMOTIVE, INC	2367-407417	02/08/2022	MOWER MAINT PARTS- PKS	30-800-71100	13.49
O'REILLY AUTOMOTIVE, INC	2367-407441	02/08/2022	MOWER OIL & FILTER- PKS	30-800-71100	56.48
O'REILLY AUTOMOTIVE, INC	2367-407545	02/08/2022	MOWER OIL & FILTER- PKS	30-800-71100	45.15
O'REILLY AUTOMOTIVE, INC	2367-408007	02/08/2022	MOWER OIL FILTER - PKS	30-800-71100	9.40
O'REILLY AUTOMOTIVE, INC	2367-408238	02/08/2022	BATTERY FOR GENERATOR, ICE SHIELD & DEICER- W	20-600-71100	272.88
O'REILLY AUTOMOTIVE, INC	2367-408256	02/08/2022	GAS CANS - STS	10-300-50130	26.99
O'REILLY AUTOMOTIVE, INC	2367-408259	02/08/2022	MOWER OIL & FILTER - PKS	30-800-71100	40.94
O'REILLY AUTOMOTIVE, INC	2367-408269	02/08/2022	BATTERY FOR DODGE FLATBED-STs	10-300-71000	147.04
O'REILLY AUTOMOTIVE, INC	2367-408298	02/08/2022	MOWER OIL FILTER - PKS	30-800-71100	9.05
O'REILLY AUTOMOTIVE, INC	2367-408339	02/08/2022	HEADLIGHT FOR PLOW - STS	10-300-71000	12.86
O'REILLY AUTOMOTIVE, INC	2367-408344	02/08/2022	LIGHT BULB FOR PLOW - STS	10-300-71000	3.86
O'REILLY AUTOMOTIVE, INC	2367-408350	02/08/2022	MOWER AIR FILTER - PKS	30-800-71100	11.99
O'REILLY AUTOMOTIVE, INC	2367-408355	02/08/2022	FUEL WATER SEPARATOR - STS	10-300-71100	9.98
O'REILLY AUTOMOTIVE, INC	4036-232264	02/08/2022	BLOCK HEATER FOR KOHLER GENERATOR AT WELL 1 - W	20-600-52000	82.12
O'REILLY AUTOMOTIVE, INC	2367-408689	02/08/2022	HYDROLIC FLUID - STs	10-300-71100	34.17
Vendor ORE145 - O'REILLY AUTOMOTIVE, INC Total:					806.40
Vendor: RAC450 - RACE BROS FARM SUPPLY, INC					
RACE BROS FARM SUPPLY, INC	738158	02/08/2022	CHAINSAW CHAINS - STS	10-300-52000	74.97
Vendor RAC450 - RACE BROS FARM SUPPLY, INC Total:					74.97
Vendor: REP100 - REPUBLIC PRINTING INC					
REPUBLIC PRINTING INC	041157	02/08/2022	NO GREASE RED FLUORESCENT STICKERS-S	20-700-50130	140.00
Vendor REP100 - REPUBLIC PRINTING INC Total:					140.00
Vendor: SHP550 - SHANNON SHIPLEY					
SHANNON SHIPLEY	07928C	02/08/2022	CASEY'S - GAS REIMBURSEMENT FOR VICTIM-LAW	10-200-70000	15.49
Vendor SHP550 - SHANNON SHIPLEY Total:					15.49
Vendor: FRA555 - SOUND UNIFORM SOLUTIONS					
SOUND UNIFORM SOLUTIONS	202201FR043	02/08/2022	I MARSHALL UNIFORMS-LAW	10-200-92500	680.70
SOUND UNIFORM SOLUTIONS	202201FR048	02/08/2022	N BROWITT UNIFORMS-LAW	10-200-92500	752.40
Vendor FRA555 - SOUND UNIFORM SOLUTIONS Total:					1,433.10

Pending Expense Approval Report 1

Post Dates: 1/26/2022 - 2/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: GCT100 - SPRINGFIELD GREENE COUNTY OFFICE OF EM					
SPRINGFIELD GREENE COUNT	1ST QTR 2022	02/08/2022	JANUARY - MARCH PRE-DISASTER SERVICES - EM	10-500-55600	4,208.00
Vendor GCT100 - SPRINGFIELD GREENE COUNTY OFFICE OF EM Total:					4,208.00
Vendor: SPR275 - SPRINGFIELD WINWATER WORKS CO					
SPRINGFIELD WINWATER WO	327265 01	02/08/2022	WATER SUPPLIES -W	20-600-50130	1,043.58
Vendor SPR275 - SPRINGFIELD WINWATER WORKS CO Total:					1,043.58
Vendor: SQB100 - SQUIBB MEDIA, LLC					
SQUIBB MEDIA, LLC	848	02/08/2022	AMENDMENT NOTICE - SEWER IMPACT FEES-S	20-700-55200	35.44
SQUIBB MEDIA, LLC	851	02/08/2022	6 MONTH FINANCIAL STATEMENT NOTICE - GEN	10-100-55200	55.12
SQUIBB MEDIA, LLC	013122	02/08/2022	ANNUAL COMMONWEALTH SUBSCRIPTION - GEN	10-100-55800	31.35
Vendor SQB100 - SQUIBB MEDIA, LLC Total:					121.91
Vendor: PUR200 - STEPHEN PURDY					
STEPHEN PURDY	03690	02/08/2022	WALGREENS-REIMBURSEMENT FOR COVID	10-200-50130	51.86
Vendor PUR200 - STEPHEN PURDY Total:					51.86
Vendor: SUN275 - SUNNY COMMUNICATIONS, INC.					
SUNNY COMMUNICATIONS, I	107366	02/08/2022	PD REPLACEMENT RADIO - LAW	10-200-52000	1,230.00
Vendor SUN275 - SUNNY COMMUNICATIONS, INC. Total:					1,230.00
Vendor: TRH100 - TREVOR HOFFMAN					
TREVOR HOFFMAN	4302737006	02/08/2022	CELL PHONE REIMBURSEMENT - STS/W/S	10-300-61000	10.00
TREVOR HOFFMAN	4302737006	02/08/2022	CELL PHONE REIMBURSEMENT - STS/W/S	20-600-61000	20.00
TREVOR HOFFMAN	4302737006	02/08/2022	CELL PHONE REIMBURSEMENT - STS/W/S	20-700-61000	20.00
Vendor TRH100 - TREVOR HOFFMAN Total:					50.00
Vendor: WHE100 - WHEELER METALS INC					
WHEELER METALS INC	281352	02/08/2022	BANNER STAND MATERIAL - PKS	30-800-52000	28.00
Vendor WHE100 - WHEELER METALS INC Total:					28.00
Vendor: WTV100 - WILLARD HOME CENTER LLC					
WILLARD HOME CENTER LLC	B193367	02/08/2022	2 PROPANE FOR WATER TOWER - W	20-600-51000	47.98
WILLARD HOME CENTER LLC	B193541	02/08/2022	COURSE CUP BRUSH - PKS	30-800-52000	5.99
WILLARD HOME CENTER LLC	D58320	02/08/2022	PROPANE FOR WATER TOWER - W	20-600-51000	23.99
WILLARD HOME CENTER LLC	B193072	02/08/2022	VEHICLE EQUIP & PPE & BLDG MAINT - PKS	10-100-50500	19.96
WILLARD HOME CENTER LLC	B193072	02/08/2022	VEHICLE EQUIP & PPE & BLDG MAINT - PKS	30-800-56500	19.99
WILLARD HOME CENTER LLC	B193072	02/08/2022	VEHICLE EQUIP & PPE & BLDG MAINT - PKS	30-800-71000	96.35
WILLARD HOME CENTER LLC	B193072	02/08/2022	VEHICLE EQUIP & PPE & BLDG MAINT - PKS	30-800-71100	32.33
WILLARD HOME CENTER LLC	B193615	02/08/2022	PROPANE FOR WATER TOWER - W	20-600-51000	23.99
WILLARD HOME CENTER LLC	B193622	02/08/2022	CABLE TIES AND PLIERS - S	20-700-50130	20.48
WILLARD HOME CENTER LLC	B194057	02/08/2022	STORM SUPPLIES - STS	10-300-50130	146.52
WILLARD HOME CENTER LLC	D58546	02/08/2022	GENERATOR SUPPLIES - W	20-600-52000	27.64
WILLARD HOME CENTER LLC	D58623	02/08/2022	CHAINSAW CHAINS - STS	10-300-50130	68.97
WILLARD HOME CENTER LLC	D58624	02/08/2022	PROPANE FOR WATER TOWER - W	20-600-50130	23.99
WILLARD HOME CENTER LLC	B194277	02/08/2022	PROPANE EXCHANGE FOR WATER TOWER - W	20-600-50130	23.99



Pending Expense Approval Report 1

Post Dates: 1/26/2022 - 2/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WILLARD HOME CENTER LLC	D58855	02/08/2022	PROPANE FOR WATER TOWER - W	20-600-50130	47.98
Vendor WTV100 - WILLARD HOME CENTER LLC Total:					630.15
Grand Total:					50,664.10

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Report Summary

Fund Summary

Fund	Expense Amount
10 - GENERAL FUND	18,191.45
20 - WATER AND SEWER FUND	28,963.22
30 - PARKS FUND	3,509.43
Grand Total:	50,664.10

Account Summary

Account Number	Account Name	Expense Amount
10-100-40800	MISCELLANEOUS INCOM	15.00
10-100-50500	BUILDING MAINTENANC	19.96
10-100-50550	CUSTODIAL SUPPLIES-GC	5.00
10-100-50700	OFFICE SUPPLIES-GCG	195.29
10-100-50750	POSTAGE-GCG	262.39
10-100-55200	ADVERTISING-GCG	55.12
10-100-55400	AUDIT EXPENSE-GCG	1,000.00
10-100-55800	DUES AND SUBSCRIPTIO	1,065.75
10-100-57400	EQUIPMENT/SOFTWARE	19.80
10-100-61050	INTERNET-GCG	389.05
10-16000	PREPAID INSURANCE-GC	1,327.26
10-200-50130	SUPPLIES-LAW	51.86
10-200-50750	POSTAGE-LAW	1.06
10-200-52000	SUPPLIES SMALL EQUIP	1,230.00
10-200-61050	INTERNET-LAW	389.05
10-200-62100	UTILITIES GAS-LAW	826.46
10-200-70000	VEHICLE EXPENSES FUEL	15.49
10-200-71000	VEHICLE REPAIR & MAIN	64.50
10-200-92500	UNIFORMS-LAW	1,433.10
10-250-50550	CUSTODIAL SUPPLIES	4.00
10-250-50700	OFFICE SUPPLIES-COURT	4.29
10-250-50750	POSTAGE-COURT	1.06
10-250-61050	INTERNET-COURT	277.69
10-300-50130	SUPPLIES-STREETS	242.48
10-300-52000	SUPPLIES SMALL EQUIP	74.97
10-300-61000	TELEPHONE-STREETS	10.00
10-300-61050	INTERNET-STREETS	286.99
10-300-71000	VEHICLE REPAIR & MAIN	163.76
10-300-71100	EQUIPMENT REPAIR &	181.35
10-400-50750	POSTAGE-P&D	0.53
10-400-56400	PROFESSIONAL-P&D	4,092.50
10-400-61050	INTERNET-P&D	277.69
10-500-55600	CONTRACT LABOR-EM	4,208.00
20-16000	PREPAID INSURANCE-W	827.96
20-25750	WATER POLLUTION SERV	2,345.93
20-600-50130	SUPPLIES-WATER	1,139.54
20-600-50550	CUSTODIAL SUPPLIES-W	2.50
20-600-50700	OFFICE SUPPLIES-WATER	19.50
20-600-51000	REPAIRS AND MAINTEN	765.36
20-600-52000	SUPPLIES SMALL EQUIP	109.76
20-600-55400	AUDIT EXPENSE-WATER	1,000.00
20-600-55800	DUES AND SUBSCRIPTIO	675.00
20-600-56400	PROFESSIONAL-WATER	8,239.64
20-600-61000	TELEPHONE WATER	20.00
20-600-61050	INTERNET-WATER	425.99
20-600-71100	EQUIPMENT REPAIR &	547.28
20-700-50130	SUPPLIES-SEWER	160.48
20-700-50550	CUSTODIAL SUPPLIES-SE	2.50
20-700-50700	OFFICE SUPPLIES-SEWER	19.50
20-700-51000	REPAIRS AND MAINTEN	3,798.71

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Account Summary

Account Number	Account Name	Expense Amount
20-700-55200	ADVERTISING-SEWER	35.44
20-700-55400	AUDIT EXPENSE-SEWER	1,000.00
20-700-56400	PROFESSIONAL-SEWER	4,815.00
20-700-61000	TELEPHONE-SEWER	69.74
20-700-61050	INTERNET-SEWER	425.99
20-700-71100	EQUIPMENT REPAIR &	274.40
20-700-95100	CAPITAL ASSET EXP-SEW	2,243.00
30-16000	PREPAID INSURANCE-PK	646.68
30-25800	CUSTOMER DEPOSITSPK	75.00
30-800-50110	SUPPLIES - GROUNDS	30.00
30-800-50130	SUPPLIES GENERAL-PKS	126.55
30-800-50200	CONCESSIONS-PKS	34.48
30-800-50700	OFFICE SUPPLIES-PKS	85.00
30-800-52000	SUPPLIES SMALL EQUIP	54.97
30-800-55200	ADVERTISING-PKS	300.00
30-800-55400	AUDIT EXPENSE-PKS	500.00
30-800-55600	CONTRACT LABOR-PKS	12.00
30-800-56500	SAFETY PROGRAM-PKS	19.99
30-800-61050	INTERNET-PARKS	435.28
30-800-62000	UTILITIES ELECTRIC-PKS	263.51
30-800-71000	VEHICLE REPAIR & MAIN	96.35
30-800-71100	EQUIPMENT REPAIR &	829.62
	Grand Total:	50,664.10

Project Account Summary

Project Account Key	Expense Amount
None	50,664.10
Grand Total:	50,664.10

Public Works Report

January 2022

Water

- The water department spent the month on routine operations including collecting water samples, monthly meter reading, daily monitoring of our four wells and maintenance on our chlorine monitoring systems.
- We completed 102 utility locates for the month.
- We completed 113 Work orders for the month.
- We had Badger Daylighting excavate around several of the old 2" meter pits so we could replace them with more accurate meters, they are now capable of radio read also. The new meters should also help with water loss.
- We changed a 2" meter on Proctor Road and the 2" access line on the main blew out. We cut it out and fixed it correctly. We estimate about 25,000 gallons was lost.
- We serviced all the chlorine monitors at our four wells, this included the changing of hoses and training for new employees.
- Due to the leak in the Meadows water tower, we have installed a propane heater and have regularly been changing out bottles. This seems to be working well keeping ice from building up.
- The Tier 2 report for reportable quantities of hazardous materials has been completed for the year.
- We did an inventory on our brass and copper water parts supply and put in a sizable order.

Sewer

- I finished up and sent in the yearly I&I report for the Meadows sewer system operating permit.
- ACE finished all the repairs they could to the collection system and will be back to finish up the 3 spot repairs on old Mark Street as soon as a manhole is installed to allow access to the line.
- Contractors dug up and replaced two previously documented sections of broken clay sewer line on Main Street. These were significant infiltration points.
- Contractors also installed a new manhole on old Mark Street. Ace can now have access to spot repair the line.
- We installed a riser ring and more fill to bring the new manhole on Mark Street up to grade. As soon as blacktop is available, we will patch the road.

- We received the rebuilt pump for our whispering oaks lift station, it has been installed and is functioning normally.
- We had a backed-up sewer line on Miller Road that resulted in a manhole overflowing, we cleared the clog and cleaned up all the debris. All paperwork and notifications were completed with DNR.
- We finished building a concrete filled block wall around the valve vault at our D lift station. We are currently working on the wet well and water sealing everything.
- We were waiting on several more stainless-steel parts for our Regional lift station, we finally received them and finished changing out all the galvanized pipes.
- We moved all the flowmeters to new locations; this took some time as they had to be custom fit in the new line sizes and asphalt had to be cut to accommodate the antennas.

Streets

- We had two small snow and ice events this month that required salting and plowing of the roads.
- We have been doing a thorough review of all the signs that need replacement in Willard, as soon as this is completed, we will be putting in a large order.
- We put a new clutch on one of our salt spreader motors.

Extra

- With the exception of one booster shot, all public works employees have received all necessary vaccines to work in the wastewater system.

Monthly Water Loss 2022

Current Month

Month	January	Annual Average	Annual 1
Amount of Gallons Pumped	21,911,100	21,911,100	21,911,100
Dollar Amount Sold	\$0.00	\$0.00	\$0.00
Gallons of Water Sold	14,942,000	14,942,000	14,942,000
Flushing	0	0	0
Leaks/Adjustments	25,000	25,000	25,000
City Usage (not billed)	9,000	9,000	9,000
Fire Dept	10,000	10,000	10,000
Tower Overflows	0	0	0
Residuals	45,000	45,000	45,000
Total Gallons Accounted For	15,012,000	15,012,000	15,012,000
% Water Loss	31.49%	31.49%	
Amount of Water Lost	6,899,100	6,899,100	6,899,100
Willard North #1	2,834,700	2,834,700	2,834,700
Willard South #2	3,301,600	3,301,600	3,301,600
Meadows West #1	8,794,800	8,794,800	8,794,800
Meadows East #2	7,480,000	7,480,000	7,480,000
Correction per MRWA Willard Well 1&	-500,000	-500,000	-500,000
Total Water Pumped	21,911,100	21,911,100	21,911,100

Customer Count

City Commercial Irrigation	15	15	
City Commercial 1 SPF	134	134	
City Commercial 3 Water only	18	18	167
City Residential Irrigation	3	3	
City Residential 1 SPF	2045	2,045	
City Residential 3 Water Only	71	71	2,119
Rural Irrigation	4	4	
Rural Residential 1 SPF	2	2	
Rural Residential 2 Lagoon	275	275	
Rural Residential 3 Water Only	884	884	1,165
Rural Commercial 2 Lagoon	3	3	
Rural Commercial 3 Water only	14	14	
Zero-Non Billed	9	9	26
Number of Total Customers	3477	3477	3477

Service Consumption

City Commercial Irrigation	47,000	47,000	
City Commercial 1 SPF	1,812,000	1,812,000	
City Commercial 3 Water only	93,000	93,000	1,952,000
City Residential Irrigation	13,000	13,000	
City Residential 1 SPF	7,260,000	7,260,000	
City Residential 3 Water Only	377,000	377,000	7,650,000
Rural Irrigation	1,000	1,000	
Rural Residential 1 SPF	5,000	5,000	
Rural Residential 2 Lagoon	933,000	933,000	
Rural Residential 3 Water Only	4,164,000	4,164,000	5,103,000
Rural Commercial 2 Lagoon	17,000	17,000	
Rural Commercial 3 Water only	201,000	201,000	218,000
Zero-Non Billed	19,000	19,000	19,000
Total Gallons of Consumption	14,942,000	14,942,000	14,942,000

Equipment Usage and Repairs

January 2022

Equip #	Description	Month Miles/Hours	Current Month Miles/Hours	Monthly Usage	Service and Repairs	YTD Repair Cost
1	2013 Ford F-150	2,335	3,389	1,054	\$0.00	\$0.00
2	2004 Chevy 1 Ton Dump	162,244	163,028	784	\$0.00	\$0.00
3	2003 Chevy 1 Ton Utility - Sewer	186,567	187,172	605	\$0.00	\$0.00
4	1998 Dodge 1/2 Ton FB	128,353	128,373	20	\$0.00	\$0.00
5	2001 Chevy 1500	1,831	2,507	676	\$0.00	\$0.00
6	2000 Chevy 3/4 Ton FB	153,883	154,275	392	\$0.00	\$0.00
7	1993 Ford 1 Ton Utility - Water	157,322	157,322	-	\$0.00	\$0.00
8	2005 International 3200 Dump	sold	sold	-	\$0.00	\$0.00
9	2017 Chevy Silverado	49,024	50,305	1,281	\$0.00	\$0.00
10	Water Van	sold	sold	-	\$0.00	\$0.00
11	1998 Chevy S-10	157,259	157,259	-	\$0.00	\$0.00
12	Case Backhoe	3,954	3,992	38	\$0.00	\$0.00
13	60XT Case Skid Steer	1,568	1,568	-	\$0.00	\$0.00
14	JD Tractor	3,858	3,859	1	\$0.00	\$0.00
15	Kubota RTV 1100	973	973	-	\$0.00	\$0.00
	New battery salt spreader			-	\$131.20	\$131.20
	Misc..Expence			-	\$0.00	\$0.00
				-	\$0.00	\$0.00
					\$0.00	\$0.00

	Description of Repair/Service
PD#1	2013 Dodge Charger
PD#2	2013 Dodge Charger
PD#3	2013 Dodge Charger
PD#4	2017 Ford Explorer
PD#5	2019 Dodge Charger
PD#6	2013 Dodge Charger
PD#7	2017 Ford Explorer
PD#8	2008 Harley Davidson

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Director's Report

Parks & Recreation – Director's Report –February 2022

Quote of the Month

"You may never know what results come of your actions, but if you do nothing, there will be no results."

— Mahatma Gandhi

Budget

After one full month of operating the Fitness Center we are really liking the results that we are seeing to our budget. Though there is surely some inflation in the monthly membership numbers due to whole or partial year membership purchases, our total number of members looks very exciting in terms of recurring revenue. If our current pace holds, we will need to amend the Fitness Revenue up by about 30%! A major goal of leadership is to enable each sub-department head to understand their budget for 2022 in order to prioritize their requests. A significant early 2022 expense includes cameras to address vandalism, trespass, and in appropriate use of motor vehicles in the park. A proposal will be brought forth at the second February meeting.

Event/Program Planning & Recap

Winter session for basketball is off to a strong start! We have two more teams registered than the Fall session. Mike has enabled this steady growth by creating relationships with the coaches and parents. Volunteer coaches are fully staffed as well.

Volunteer Appreciation Dinner – We did not receive enough RSVPs to justify using the pledged sponsorship from Apple Market. We canceled the dinner event and plan to present the award for the 2021 Volunteer of the Year at a regularly scheduled event.

Freedom Fest – Planning is already underway. Taylor and I have been working together to recruit music, equipment rentals/donations, and an emcee. Vendor registration is strong with 30 returners already applied. New applicant registration opened February 1st.

Planning – We have preemptively decided to cancel/postpone the February Sweetheart Dance due to the new variant and in reaction to the area schools' reports of student absences due to sickness. Plans are already in the works for a later date on which we will host a Middle School Prom or something related.

Fitness – Registration is steady and growing daily. All the new fitness classes are popular, and the public is taking advantage of the kid zone supervision during their fitness visits. We currently have nearly 350 members registered, 22 classes offered throughout the week, and 4 additional fitness programs to encourage community involvement and health.

Maintenance

The Miller Park and Greystone Disc golf course were the focus of much maintenance in January. The parking lot has been enclosed to help prevent unauthorized vehicles, however, the south half of the park was entered during the snow by a vehicle. The maintenance team has been working diligently to clean up the course and sculpt a waterway to prevent standing water and mosquitos. Much of February will be devoted to repairing damaged irrigation at the soccer complex.



Willard Police Department
January 2022 - Monthly Statistical Report



Administration	Officer – DSN	Case #'s
Tom McClain, Chief	1601-001	7
Shannon Shipley, Major	1602-003	14
	Total	21

Squad #1	1604-044	Billie Deckard, Cpl.	10	Squad #2	1603-027	Steve Purdy, Sgt.	20
	1607-050	Caleb Steen, Officer	22		1609-051	Wayne Hansen, Officer	7
	1605-056	Mark Cole, Officer	39		1608-054	Stefan Collette, Officer	29
	1606-059	Nicholas Browitt, Officer	19		1610-060	Isaiah Marshall, Officer	20
	Total		90		Total		76

Reserves	Officer	Officer Names	Case #'s	Hours
	1644-057	Matthew Hanson, PT Officer	10	20.75
	1631-045	Cindy Garton, SRO		
	1630-024	Andrew Benjamin, SRO		
	1632-052	Mark Riggan, SRO		
	1641-014	Brian Gordon, Reserve		
	1642-015	JD Landon, Reserve		8.5
	1645-047	Glenn Cozzens, Reserve	3	62*
	1646-031	Andrew Hunt, Reserve		
	1643-048	Tim Wheeler, Reserve		
	1647-049	Brandon Bond, Reserve		
	Total		13	
Total Incidents for the month...			200	

Incident Statistics

Felony	4	HBO (Handled by Officers)	100
Misdemeanor	8	Use of Force	0
Infraction	60	Dog at Large	3
Other (Services)	128	Neglect-0 / Abuse-0 / Bites-0	0

Vehicle Maintenance

Vehicle	Odometer Reading	Monthly Mileage	Shifts Used	Miles per Shift	Monthly Maintenance	Year to Date Maintenance
WPD-01 2021 Ford F-150	7,681	717	20	36		0
WPD-02 2021 Charger	350	350	0	0		0
WPD-03 2013 Charger	-OUT-	-OF-	-SERVICE-	-DEC 2021-		
WPD-04 2018 Explorer	86,636	1,315	22	60	64.50	64.50
WPD-05 2019 Charger	65,211	1,480	20	74		0
WPD-06 2020 Charger	62,423	2,169	26	83		0
WPD-07 2017 Explorer	19,380	207	17	12		0
WPD-08 2008 Harley	5,786	0	0	0		0

Monthly Vehicle Maintenance Details

WPD-01:	WPD-05:
WPD-03:	WPD-06:
WPD-04: oil change	WPD-07:

Misc. Dept. Info: *Glenn Cozzens accumulated 62 hours due to Training Sgt. Purdy and filling COVID vacancies.

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**Planning and Development Report
February 14, 2022**

Ongoing Projects/ Developments

ATM Commercial Subdivision Phase 3- We have received the second submittal for the construction plans from the developer's engineer and have forwarded plans back to Algier Martin for the second review.

Canterbury Place Subdivision- Work continues on the subdivision build out. Currently 23 homes are in various stages of completion.

West Ridge- The framers have started on four of the lots.

Miller Rd. Project- Staff has received the final pay request and close out documents from the engineer. We have sent the final change order back to the Engineer for final reimbursement from MODOT.

CMH- Staff has approved the plans and issued the building permit for a commercial infill project to house a rehabilitation center in the Prairie view Shopping Center.

Tanners Auto Body Shop – Staff has issued a temporary C/O for the offices in the new building. Work continues in the shop area. Tanners is requesting to purchase a portion (approx. 1/2 acre) of lot 4 & 5 of the Megan Lane apartments from Kim Hasse. Staff is working thru the replatting process and will be presenting to P/Z if the owners come to agreement and decide to proceed.

Stone Creek Phase 2 and 3- The developer has started installing sanitary sewer lines, storm sewer lines and waterline.

Hoffman Hills Subdivision- Staff has received the second submittal from Olsson Engineering and we have forwarded the plans back to Cochran Engineering for their review.

Commercial Infill/Remodel Projects – Hive Restaurant – scheduled Final Inspection 2-9-22
Cornelison State Farm Insurance- Continue to work with the owner on code issues. Nail Salon- owner has changed contractors and is beginning to get work plumbing completed.
Fm Rd 94 water service request- Staff continues to work with Public Works to find the best solution to serve the property.
Staff has received the site plan for a mechanics garage proposed for the Killingsworth lot on West Jackson and will be taking it to P/Z later this month.

Additional ongoing projects – Ongoing inspections as needed, Nuisance Complaints Pretreatment Surveys, FOG Permits, wastewater engineering report review, Scheduling Inflow and Infiltration work, Closing out permits. Staff continues to assist other departments and both Engineering firms- Algiers Martin and Cochran Engineering as needed. Staff is working with the

City Administrator for possible sewer grant options. Staff is coordinating the permitting and inspection process on the Meadows water tower cellular equipment removal.

Planning Assistant- Please see the Planning Assistant report

If you have any questions, please contact me at City Hall or develop@cityofwillard.org
Randy Brown, Director of Development

Planning and Development:

14 permits were issued this month totaling \$3,260 in permit fees collected and has an estimated construction cost of \$72,650.

Completed a monthly permit sunshine request for the Census Bureau.

A total of 84 of the 116 pre-treatment confirmations have been returned.

19 of the 28 Fat, Oil and Grease permits have been submitted and issued.

Completed the Census Bureau's annual Boundary and Annexation Survey.

Two updates were issued for the permit software, both were completed.

Mapping:

Sent utility data to engineers that are working on projects in the area.

Created an address grid for future addressing.

Coordinated with E911/Springfield and Greene county to address two lots

Prosecuting Clerk:

354 Open cases without dispositions (267 have active warrants)

244 Open cases with dispositions, are pending payments (177 have active warrants)

34 Probation/Deferral cases (11 have a class or community service hours to complete)

1 Discovery, and 4 plea offers were sent to defense attorneys

There are no trials scheduled for February.

-Abigail Brixey

CITY CLERK: (Informational only) JANUARY 2022

~Issued 80 Business Licenses totaling \$2,000

~Assisted other departments with grant paperwork and research.

~Completed all Agendas, packets, Proclamations, Resolutions, Ordinances and typed Minutes for BOA, BOADJ, P&Z, ECDTF, Traffic Committee and Tree Board.

~Updated website with new information.

~Maintained updated "streetlight outage" list and ensured Liberty was notified.

~Created bid proposals and advertisements and processed them.

~Ensured public notices were completed and sent to the paper.

~Completed Sunshine requests as received.

~Completed Deputy Registrar training.

~Assisted with Pretreatment Surveys, FOG and processing payments.

EMERGENCY MANAGEMENT: (Informational only) JANUARY 2022

~Monitoring Covid-19 and continuing updates with Greene County.

COVID-19:

Staff is continuing to maintain precautions to prevent the spread of Covid-19 within the office. Following the alerts regarding the new strain and monitoring County for updates. Guidelines were put together for staff to follow in the event of exposure, or infection of the Covid-19 virus.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: WILLARD	Reporting Period: Jan 1, 2022 - Jan 31, 2022	
Mailing Address: 224 W JACKSON ST, WILLARD, MO 65781				
Physical Address: 224 W JACKSON ST, WILLARD, MO 65781			County: Greene County	Circuit: 31
Telephone Number:		Fax Number:		
Prepared by: TERRY FORSHEE		E-mail Address:		
Municipal Judge: BAREFIELD				
<u>II. MONTHLY CASELOAD INFORMATION</u>				
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		12	262	95
B. Cases (citations/informations) filed		0	20	10
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		2	11	5
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	3	0
6. dismissed by court		0	3	3
7. <i>nolle prosequi</i>		0	0	0
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		2	17	8
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		10	265	97
E. Trial de Novo and/or appeal applications filed		0	0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	21	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	13	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	425			

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MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: WILLARD	Reporting Period: Jan 1, 2022 - Jan 31, 2022
--------------------------	-----------------------	--

<u>V. DISBURSEMENTS</u>			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$2,480.50	Court Automation	\$178.18
Clerk Fee - Excess Revenue	\$225.00	Due To Debt Collection	\$221.18
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$7.57	Judicial Facility Srchg CT31	\$264.50
		Law Enf Arrest-Local	\$58.57
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Sheriff Retirement-CO/Muni	\$18.00
Total Excess Revenue	\$2,713.07	Total Other Disbursements	\$740.43
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$4,782.25
		Bond Refunds	\$200.00
Fines - Other	\$987.50	Total Disbursements	\$4,982.25
Clerk Fee - Other	\$55.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$25.46		
Peace Officer Standards and Training (POST) Commission surcharge	\$25.45		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$181.49		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$1.85		
Law Enforcement Training (LET) Fund surcharge	\$52.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$1,328.75		



NAME	1/10/2022	1/24/2022	2/14/2022	2/28/2022	3/14/2022	3/28/2022	4/11/2022	4/25/2022
SAMUEL SNIDER	OUT	Y						
TYLER KELLY	Y	Y						
RYAN SIMMONS	Y	Y						
DONNA STEWART	Y	OUT						
LARRY WHITMAN	Y	Y						
SAM BAIRD	Y	Y						
LONDON HALL	OUT	OUT						
ATTENDED: Y								
NAME	5/9/2022	5/23/2022	6/13/2022	6/27/2022	7/11/2022	7/25/2022	8/8/2022	8/22/2022
SAMUEL SNIDER								
TYLER KELLY								
RYAN SIMMONS								
DONNA STEWART								
LARRY WHITMAN								
SAM BAIRD								
LONDON HALL								
ATTENDED: Y								
NAME	9/12/2022	9/26/2022	10/10/2022	10/24/2022	11/14/2022	11/28/2022	12/12/2022	12/26/2022
SAMUEL SNIDER								
TYLER KELLY								
RYAN SIMMONS								
DONNA STEWART								
LARRY WHITMAN								
SAM BAIRD								
LONDON HALL								
ATTENDED: Y								
NAME								
SAMUEL SNIDER								
TYLER KELLY								
RYAN SIMMONS								
DONNA STEWART								
LARRY WHITMAN								
SAM BAIRD								
LONDON HALL								
ATTENDED: Y								

CITY OF WILLARD, MISSOURI

224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



Agenda Item# 6

Ronald McDonald House Week Proclamation.

CITY OF WILLARD, MISSOURI

224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



WHEREAS, Springfield’s two Ronald McDonald Houses have provided a “home away from home” and an invaluable source of hope and comfort for families of seriously ill and injured children who must travel far from home for medical treatment; and

WHEREAS, the two Ronald McDonald Houses, located in Springfield, Missouri, allow their guests to maintain close contact with their seriously ill children by providing a secure and supportive environment at no required cost; and

WHEREAS, the Ronald McDonald house near Cox South and the House at Mercy Kids have served the needs of over 856 Greene County families, 50 of which are residents of Willard; and

WHEREAS, on Tuesday, January 25, 2022, 69 McDonalds Restaurants and various other locations, will begin showing their support and asking citizens to “Share their heart” by “adopting” with \$1, \$5 or \$20 to Ronald McDonald House Charities of the Ozarks through the Share a Heart Campaign; and

WHEREAS, the following generous contributors have provided sponsorship funding and underwritten the costs for the share a Heart Campaign: McDonalds of the Ozarks; Great Southern Bank; Mid-Am Metal Forming; and KY3 Television; and

WHEREAS, McDonald’s of Willard is a participant in the Share a Heart Campaign, which will continue through February 28, 2022.

NOW, THEREFORE, I, Samuel Snider, Mayor of the City of Willard, Missouri, do hereby proclaim February 14th through February 20th, 2022 as

“Ronald McDonald House Week”

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the City of Willard, this 14th day of February 2022.

Mayor Samuel Snider

CITY OF WILLARD, MISSOURI

224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



Agenda Item# 7

Ordinance accepting the contract with Springfield for sewer. (2nd Read) Discussion/Vote.

31

\First Reading: 1/24/22

Second Reading: _____

Council Bill No.: 22-04

Ordinance No.: 220124A

AN ORDINANCE

ACCEPTING THE AGREEMENT WITH THE CITY OF SPRINGFIELD FOR WASTEWATER TREATMENT AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS ON BEHALF OF THE CITY OF WILLARD.

WHEREAS, Springfield and Willard have determined that it is in their mutual interest for Springfield to continue to treat the sewage from the City of Willard; and

WHEREAS, it is in the mutual interest of Springfield and Willard to cancel their previous Wastewater Contract dated April 15, 2004 and replace the same with a new cooperative agreement for the collection and treatment of sewage; and

WHEREAS, it is in the best interest of the region for Willard to operate and maintain its own system of gravity sewers and to commence and operate and maintain all lift stations and force mains of the Willard Sewer System and to receive and convey the wastewater from Willard in accordance with the capacity of Springfield's wastewater system; and

WHEREAS, it is appropriate that if Springfield is to assume the obligation and expense of treating the sewage from Willard, Willard should reimburse Springfield for the cost of treatment and cooperate with Springfield by providing assurances that Willard's sewer system is operated in an environmentally sound manner in accordance with applicable federal and state laws and regulations.

NOW THEREFORE, BE IT HEREBY ORDAINED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, GREENE COUNTY, MISSOURI, AS FOLLOWS:

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to accept the agreement with the City of Springfield, to provide the services described in Exhibit "A".

Section 2: This Ordinance shall be in full force and effect from and after the date of its passage by the Board of Aldermen and approval of the Mayor.

Read two times and passed at meeting: _____.

Approved as to form: _____

Ken Reynolds, City Attorney

Attested by:

Approved by:

Jennifer Rowe, City Clerk

Samuel Snider, Mayor

MEMBERS OF THE BOARD OF ALDERMEN: YES NO ABSTAINED

TYLER KELLY

32

RYAN SIMMONS

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

LONDON HALL

2ND READ:
MEMBERS OF THE BOARD OF ALDERMEN:

YES NO ABSTAINED

TYLER KELLY

RYAN SIMMONS

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

LONDON HALL

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WASTEWATER SERVICE CONTRACT

Between

CITY OF SPRINGFIELD, MISSOURI

and

WILLARD, MISSOURI

Dated:

zjt

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EXHIBITS:

- Exhibit A - List of Connection Points
 - Exhibit A1 - Map of L15SW004 (Willard Rd. and Kearney St.)
 - Exhibit A2 - Map of K12L3E006LS (W. FR106 and N. FR103)
- Exhibit B - Boundary Agreement, dated 1-14-08 (27 pages)
- Exhibit C - Mutual Aid Agreement

SERVICE CONTRACT

between

CITY OF SPRINGFIELD
Greene County, Missouri and

WILLARD,
Greene County, Missouri

THIS SERVICE CONTRACT, made and entered into this ___ day of _____
_____, 2022, (regardless of when signed by the parties hereto), is by and between THE
CITY OF SPRINGFIELD, MISSOURI (herein referred to as "Springfield"), a
Municipal Corporation and duly organized Constitutional Charter City, of the County of
Greene, State of Missouri, and WILLARD, MISSOURI, a municipal corporation
(herein referred to as the "Satellite Community").

WITNESSETH:

WHEREAS, Springfield owns and operates a regional Publicly Owned
Treatment Works (hereinafter "POTW") and has capacity to receive and treat
wastewater from surrounding communities, which will provide an environmental
benefit to the region; and

WHEREAS, Willard has determined it is in the best interest of its community for
Springfield to treat the sewage from Willard and its surrounding agreed to areas; and

WHEREAS, it is in the best interest of the region for Willard to own, operate and
maintain its own system of gravity sewers, lift stations and force mains to serve its
Community (hereinafter "Satellite Community Sewer Collection System"); and

WHEREAS, Willard is a customer of Springfield's POTW, Willard being a

political subdivision within Greene County which has a wastewater service contract or user agreement with Springfield; and

WHEREAS, Springfield and Willard agree to cancel their previous wastewater contract or agreement, and any amendments thereto (hereinafter "Original Contract"), and replace the same with a new Wastewater Service Contract (hereinafter "Contract" or "Service Contract") for the collection and treatment of sewage from Willard's Sewer Collection System; and

WHEREAS, the Original Contract between Willard and Springfield required Willard to submit a monthly remittance based upon a combined base charge and volume charge for each individual wastewater customer as well as a remittance of any new connection charges. The parties agree this payment method has historically proven cumbersome for both communities and a simplified method, based on a per gallon charge for total volume of metered wastewater flow discharged by Willard through its Sewer Collection System to the POTW at agreed Connection Point(s), is preferred and representative of the industry standard; and

WHEREAS, Willard is authorized pursuant to its governing body, to pay Springfield a volume charge for wastewater disposal (hereinafter "Contract Sum"), the Contract Sum to be fixed at such rate that shall, together with all other revenues of Springfield, ensure the provision of sufficient revenues for the operation, maintenance, rehabilitation and restoration of the POTW; and

WHEREAS, the POTW will be for the primary benefit of the users within the City of Springfield, Missouri.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE I

SHORT TITLE, DEFINITIONS AND GENERAL PROVISIONS

SECTION 101. Precedence; Short Title

This Service Contract to accept and receive Satellite Community's wastewater shall supersede and have precedence over any prior wastewater service contract(s) or agreement(s), and amendments thereto, between Satellite Community and Springfield. Any prior contract(s) including the Original Contract and any amendments thereto is hereby rescinded and replaced in its entirety upon execution of this Service Contract.

SECTION 102. Meanings and Construction

A. Definitions

All terms which are defined herein shall have the same meaning for all purposes of this Service Contract as amended and supplemented, and of any instrument or document appertaining hereto and whether or not such term is capitalized when used (except where the context by clear implication otherwise requires).

"Act" or "Clean Water Act" – Refers to the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq., and applicable Missouri Clean Water law.

"Annual Fee Study" – Springfield City Council annually approves fees related to the cost recovery for certain City services and functions. Each fee undergoes an annual study to determine the cost of the service.

“Annual Average Daily Flow” – The total volume of wastewater flowing into a Connection Point during any consecutive 365 days, divided by 365 and expressed in units of MGD. This volume includes the total volume of wastewater, together with any groundwater, surface water, and storm water that may be contributed into or permitted to enter the Satellite Community Sewer Collection System.

“Bonds” – All outstanding bonds issued by Springfield to date, and all subsequent bonds issued by it, or on its behalf, for the purpose of paying the cost of acquiring, constructing, improving or extending the POTW and all refunding bonds issued by it, or on its behalf, to refinance any such bonds. The term also includes sewer system revenue bonds issued to date and all subsequent bonds issued for the purpose of paying the cost of acquiring, constructing, improving and extending a sewer system, including land and easements, interceptor sewer lines, sewage treatment facilities, and refunding bonds.

“Bond Documents” – Springfield’s bond resolutions and all subsequent bond resolutions approved by Springfield’s Council, together with all documents necessary for authorizing and directing the issuance of sewer system revenue bonds and sewer system refunding bonds for the purpose of paying the cost of acquiring, constructing, improving and extending the POTW, including land and easements, interceptor sewer lines, and sewage treatment facilities.

“Connection” or “Connection Point(s)” – A piped tie-in to Springfield’s POTW which conveys sewage.

“Contract” or “Service Contract” – Means the terms of this agreement between Springfield and Satellite Community and all provisions contained herein. “Original

Contract” means any prior contracts between the parties and any amendments thereto which are superseded by execution of this “Service Contract.”

“Contract Sum” – The amounts paid or required to be paid from time to time by Satellite Community to Springfield pursuant to Section 304 of this Service Contract.

“Domestic Waste” – The waterborne waste derived from ordinary household living processes including, but not limited to waters from water closets, urinals, lavatories, sinks, bathtubs, showers, household laundries, household garbage grinders and drinking fountains.

“Food Service Establishment” – Any establishment or operation where food is provided for individual portion service directly to the consumer, whether the food is provided free of charge or sold, and whether the food is consumed on or off the premises.

“Hauled Waste” – Waste transported by haulers and discharged to a publicly owned treatment works by a conveyance other than a pipe (e.g., by truck or rail). Hauled waste might be sewage or domestic waste, or it might include non-domestic waste, or a combination of both types of waste. The term “hauled waste” merely refers to the waste transportation method to the POTW. Hauled waste might include: chemical toilet waste, domestic septage, ground water remediation site waste, grease and sand trap waste, restaurant grease, landfill leachate, nonhazardous commercial and industrial (categorical and noncategorical) waste, and wastewater from hydrofracturing or other drilling processes.

“Hazardous Waste” – Any waste defined as such at 40 CFR 261 and/or 10 CSR 25-4.261.

"Hereby", "Herein", "Hereinabove", "Hereinafter", "Hereinbefore", "Hereof", "Hereto", "Hereunder", and any similar term, refer to this Contract and not solely to the particular portion thereof which such word is used; "Heretofore" means before the stated date of this Contract; and, "Hereafter" means after the stated date of this Contract.

"Indirect Discharge" – The introduction of pollutants into a POTW from any non-domestic source regulated under section 307(b), (c), or (d) of the Act.

"Industrial User" – In this Service Contract means any non-domestic user connected to the Satellite Community Sewer Collection System.

"Industrial Waste" – Any liquid or waterborne waste from an Industrial User, other than domestic waste.

"Infiltration" – Includes any storm water, surface water or groundwater that enters a sanitary sewer collection system through broken or defective pipes, improper joints or connections, deteriorated manhole components, broken foundation drains or defective service laterals.

"Inflow" – Includes any storm water which gains access to a sanitary sewer collection system through direct sources, including, but not limited to vented manhole lids, downspouts, area drains, indirect storm sewer connections, storm sewer cross-connections and uncapped cleanouts below grade, roof drains, cellar or basement drains, sump pumps or yard drains.

"MDNR" – The Missouri Department of Natural Resources and any successor agency.

"MGD" - Million Gallons per Day.

“Ordinances for Sewer Collection System Use” or “Ordinances” – The Satellite Community ordinances and regulations governing usage and connection to the Satellite Community Sewer Collection System, which shall be maintained and enforced at all times by the Satellite Community while this Service Contract is in effect.

“Original Contract” – Means any prior contracts between the parties and any amendments thereto which are superseded by execution of this “Service Contract.”

“Publicly Owned Treatment Works” or “POTW” – For this Service Contract means the treatment works owned and operated by the City of Springfield, as defined by Section 212 of the Act, which includes any devices and systems used in the storage, treatment, recycling and reclamation of domestic and municipal sewage or industrial wastes of a liquid nature, including without limitation the interceptor trunk and connection, sewers, manholes, access junctions, metering, sampling and related structures, pump stations, treatment plants and support facilities, solid waste disposal systems and land, easements and rights-of-way, all as may be acquired or constructed by Springfield or acquired from others, whether interim or permanent facilities, whether existing or to be constructed to serve the needs of Springfield and its wastewater customers (excluding any Satellite Community or wholesale customer), and whether acquired or constructed as initially planned facilities, as extensions or replacements thereof or improvements thereto, all as necessary or appropriate to achieve Springfield’s purposes. This definition does not include Satellite Community’s Sewer Collection System.

“Pretreatment Program” – The documents (rules, regulations, ordinances, contracts, or agreements), procedures and funding mechanisms developed and adopted

by Springfield in response to the requirements of Title 40 CFR Part 403 - "General Pretreatment Regulations for Existing and New Sources." (hereinafter "40 CFR Part 403").

"Rate(s)" – Such charges as are recommended by the Department of Environmental Services and adopted by the City Council of Springfield and which shall always provide sufficient revenues for the operation, maintenance, rehabilitation and restoration of the POTW as determined by Springfield City Council.

"Sanitary Sewer Overflow" – A condition in which the wastewater flow rate in the POTW or Satellite Community Sewer Collection System exceeds the capacity of the sewer to the extent that untreated raw wastewater is discharged to waters of the State.

"Satellite Community" – For this Service Contract means the municipal entity, town, or sewer corporation that is a party to this Service Contract, other than the City of Springfield, that owns, operates and maintains its own system of gravity sewers, lift stations and force mains to serve the Satellite Community (hereinafter "Satellite Community Sewer Collection System"), but does not have a treatment plant to treat domestic sewage in an environmentally sound manner in accordance with applicable local, state and federal laws and regulations.

"Satellite Community Sewer Collection System" or "Sewer Collection System" – For this Service Contract means a system of gravity sewers, lift stations and force mains owned by Satellite Community and connected to Springfield's POTW through a mutually agreed Connection Point(s), which provides now or hereafter for the collection and conveyance of sewage or wastewater or any combination thereof as permitted by law.

“Sewage” – The spent water of a community which may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions together with any groundwater, surface water, and storm water that may be contributed into or permitted to enter the POTW. Sewage shall mean the same as the word ‘wastewater’ and is used interchangeably.

“Urban Boundary Agreement” – For this Service Contract means the mutually agreed boundary between Satellite Community and City of Springfield, for the purpose of governing future growth of both cities.

“User Fee” – The user fees and charges assessed by a Satellite Community and collected from Satellite Community customers for wastewater services.

“Wastewater Regulations” or “Regulations for Use” – Springfield City Code Chapter 120 - Wastewater Regulations, as may be amended from time to time by Springfield City Council.

“Wastewater” – Same as the definition for “Sewage” above.

B. Construction

This Service Contract, except where the context by clear implication herein otherwise requires, shall be construed as follows:

- (1) All interpretations and applications of this Service Contract shall be construed to apply only to the extent that the terms of this Service Contract impact the services provided by Springfield to Satellite Community.
- (2) Definitions include both singular and plural; pronouns include both singular and plural and cover all genders;
- (3) Articles, sections, subsections, paragraphs, and subparagraphs mentioned by

number, letter and otherwise, correspond to the respective articles, sections, subsections, paragraphs and subparagraphs of this Service Contract so numbered or otherwise so designated.

SECTION 103. Duration of the Contract

A. Term. This Service Contract and each and every provision hereof shall remain in full force and effect for an initial period of ten (10) years, with automatic renewal for two (2) additional 5-year terms, unless either party provides at least six (6) months written notice of termination prior to the expiration of the current term. Representatives from Springfield and the Satellite Community shall meet no later than twelve (12) months prior to expiration of this Service Contract to discuss renewal, termination, or modification of this Service Contract. Any and all prior wastewater contracts, and amendments thereto, between Springfield and Satellite Community are hereby null and void and replaced by this Service Contract.

B. Modification. This Service Contract may be amended only by written, mutual agreement executed by authorized signators of Springfield and Satellite Community.

C. Termination. If termination is for cause due to breach of this Service Contract, Springfield will provide written notice of intent to terminate, with the itemized nature of breach by Satellite Community of the terms of this Service Contract. The occurrence of the itemized nature of breach of contract will justify termination for cause unless Satellite community begins, within seven (7) days of receipt of notice of intent to terminate, to correct its breach of the terms of the contract and proceeds diligently to cure such breach within no more than 30 days of receipt of said notice. Satellite

Community, as part of its cure, may request a reasonable amount of additional time to cure any breach, not to exceed 90 days. If the default is cured prior to the end of the cure period, then the notice of termination shall be null and void. Either party may initiate a mediation proceeding following the procedures set forth in Section 310 below after the initial 30-day time frame.

SECTION 104. Successors

Wherever Springfield or Satellite Community is referred to herein, such provision shall be deemed to include the successors of Springfield or Satellite Community, as the case may be, whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of and other provisions, for the benefit of Springfield or Satellite Community contained herein, shall bind and shall inure to the benefit of such successors and shall bind and shall inure to the benefit of any officer, board, commission, council, authority, agent, or instrumentality to whom or to which there shall be transferred by or in accordance with law any powers, duty or function of Springfield or Satellite Community respectively, or of its successors, the possession of which is necessary or appropriate in order to comply with any such covenant, stipulation, obligation, agreement, or other provision hereof.

SECTION 105. Parties of Interest

Nothing in this Service Contract expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the parties hereto, any rights, remedy or claim, legal or equitable, under or by reason of this Service

Contract, this Contract being intended to be and being for the sole and exclusive benefit of the parties hereto. For the purpose of the enforcement of collection of revenue owed to Springfield, Springfield may pledge, assign and transfer the right to receive and collect Contract Sums provided for in this Service Contract; and from and after such pledge, assignment and transfer, such assignee shall have Springfield's rights and privileges hereunder, but only as to revenue, to the extent and as conferred in such pledge, assignment and transfer.

ARTICLE II

OPERATION AND MAINTENANCE OF THE POTW AND SATELLITE COMMUNITY SEWER COLLECTION SYSTEM

SECTION 201. Operation of POTW and Satellite Community Sewer Collection System

Springfield shall treat sewage received from the Satellite Community's Sewer Collection System, for the Contract Sum as set out herein, provided that the Satellite Community shall at all times properly construct, operate, maintain, and repair all portions of its Sewer Collection System according to state and federal laws, up to and including the Connection Point(s) to Springfield's POTW. Satellite Community's failure to properly construct, operate, maintain, and repair all portions of its Sewer Collection System according to state and federal laws may, at Springfield's discretion, be construed a breach of the terms of this Service Contract.

Springfield shall at all times, operate the POTW properly and in a sound and economical manner and shall maintain, preserve, and keep the same, or cause the same

to be so maintained, preserved, and kept in good repair, order, and condition, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the POTW may be properly conducted in a sound and economical manner. However, nothing herein shall provide Satellite Community any right to participate in any decision making or in the operation, maintenance or management of the POTW.

SECTION 202. Rules, Regulations and Other Details

The operation, use, and services of Springfield's POTW shall be governed by Springfield City Code Chapter 120 – Wastewater Regulations, in effect as of the date of this Service Contract, and as may be further amended from time to time by Springfield City Council (hereinafter "Wastewater Regulations"). Said Wastewater Regulations, and any amendments thereto, are publicly available and made a part of this Service Contract as though set forth, in full, and verbatim. Springfield will make best efforts to notify Satellite Community of changes to Chapter 120 – Wastewater Regulations, however lack of notification will not constitute a breach of this contract on Springfield's behalf, nor does it in any way remove Satellite Community's obligation to comply with the Regulations or terms of this Contract. The Pretreatment Program set forth in the Wastewater Regulations applies specifically to Industrial User discharges to the POTW or the Satellite Community Sewer Collection System (See also Sections 203 and 204 herein). Satellite Community shall comply with all valid acts, rules, regulations, orders and directives of any legislative, administrative or judicial body applicable to the POTW or Satellite Community Sewer Collection System, and shall enforce the same as

to its system including Industrial Users discharging therein.

SECTION 203. Regulation for Use: Satellite Community Discharge of Wastewater

A. The Satellite Community's connections to the POTW shall be limited to the Connection Point(s) described in Exhibit A to this Service Contract and made a part hereof by reference as much as if set forth, in full, and verbatim. Said Exhibit A shall be amended only by consent of both parties, in writing.

B. In further consideration for Springfield accepting and treating Satellite Community's wastewater, Satellite Community covenants and agrees to adopt and maintain at all times, while this Service Contract is in effect, ordinances and regulations governing usage and connection to its Satellite Community Sewer Collection System, hereinafter "Ordinances for Sewer Collection System Use" or "Ordinances", that are designed to protect the POTW from pollutants which are either determined not to be susceptible to treatment by the POTW or which would interfere with the operation of the POTW. These Ordinances shall, at a minimum:

- (1) Grant Satellite Community authority to enforce pretreatment regulations, in accordance with 40 CFR Part 403, that are at least as stringent as Springfield's Wastewater Regulations.
- (2) Adopt "local limits" in accordance with 40 CFR Part 403 for wastewater discharges that are at least as stringent as those found in Springfield's Wastewater Regulations.
- (3) Prohibit any discharges of hauled waste or sewerer non-domestic waste to the Satellite Community's Sewer Collection System.

- (4) Prohibit any discharges containing any Hazardous Waste to the Satellite Community's Sewer Collection System.
- (5) Require all existing and future Food Service Establishments to provide grease removal devices, and to maintain applicable pumping schedules in compliance with, or at least as restrictive as, current and amended Springfield Wastewater Regulations.
- (6) Require notification of applicable wastewater standards (or "Ordinances") to all new industrial and commercial development, before the issuance of any building permits.
- (7) Effectively prohibit and/or correct and remove any connections to the Sewer Collection System that result in known Inflow and Infiltration.
- (8) Prohibit issuance of any further permits for the connection to or use of its Sewer Collection System, and allow no such further connections, upon notice from Springfield of any of the following:
 - a. Satellite Community has not paid to Springfield the established Contract Sum; or
 - b. Satellite Community has received notice from Springfield that it is in breach of this Service Contract. Upon receipt of such notice, Satellite Community may request an opportunity to cure the elements of breach, not to exceed 90 days, pursuant to Section 103; or
 - c. A moratorium has been placed upon Springfield's issuance of new building permits by MDNR or Springfield because of lack of capacity of its POTW.

C. Measurements for wastewater flow rate and sampling for wastewater testing shall be conducted by Springfield at Connection Point(s) to the POTW or at other locations in Satellite Community's Sewer Collection System in accordance with this Service Contract or Springfield's Wastewater Regulations. If tests conducted by either Springfield or Satellite Community indicate wastewater discharged to the POTW exceeds the flow quality criteria set forth in Springfield's Wastewater Regulations, Springfield shall have the right, to:

- (1) Require pretreatment to an acceptable condition before discharge, in keeping with good engineering practices; and
- (2) Assess a surcharge payment to cover the added cost of treatment for characteristics outside the established limits, in keeping with good engineering practices.

D. Should Springfield have validly imposed upon it a monetary penalty or fine by any court, agency or instrumentality of the State of Missouri or the United States of America having competent jurisdiction, and should such penalty be imposed, in whole or in part, because of some action or failure to take action on the part of Satellite Community with regard to its Sewer Collection System or the users thereof and whether or not Springfield has the right to enforce such compliance directly or indirectly, Springfield shall have the right to both require Satellite Community to immediately reimburse Springfield for any monies so paid or so required to be paid because of said penalty or fine, and to declare Satellite Community in breach of this Service Contract. Springfield will make best efforts to notify Satellite Community of any activity referenced in this paragraph 203 D, however, lack of notification will not result in any

additional liability or exposure to Springfield.

SECTION 204. Regulations for Use: Industrial User Discharge of Wastewater

The parties specifically authorize, recognize, and acknowledge Springfield's obligation to implement and enforce the Wastewater Regulations including its Pretreatment Program, as amended, promulgated pursuant to the Act and the applicable provisions of 40 CFR Part 403. Satellite Community agrees to perform on its Sanitary Sewer Collection System any technical and administrative duties necessary to implement and enforce applicable pretreatment provisions of 40 CFR Part 403, and to adhere to applicable plumbing codes for grease removal on its Sewer Collection System. The parties specifically authorize, recognize, and acknowledge Springfield's right to perform technical and administrative duties necessary to implement and enforce the Regulations for Use and Pretreatment Program any time and specifically in the event Satellite Community fails to protect its Sewer Collection System, and thereby the POTW, from industrial wastewater in a satisfactory manner.

Because Industrial Users in Satellite Community's jurisdictional boundaries will or may contribute wastewater to the POTW which includes industrial waste, the parties agree to the following terms and conditions:

A. If Satellite Community has not already done so, Satellite Community agrees as soon as reasonably possible (but within at least 120 days after the effective date hereof) to adopt, maintain and upkeep Ordinances for Sewer Collection System Use (hereinafter "Ordinances") which acknowledge and grant to Satellite Community the responsibility to require and monitor compliance of discharges into its Sewer Collection System and

respond to and remedy violations or other instances of noncompliance of the Clean Water Act, as outlined in Section 203 above, and 40 CFR Part 403, including but not limited to:

(1) Adoption of "Local Limits" which address the same pollutant parameters and which are at least as stringent as the Local Limits enacted by Springfield, and as amended from time to time, and as set forth in the Wastewater Regulations and Pretreatment Program. Springfield will make best efforts to notify Satellite Community of changes to Chapter 120 – Wastewater Regulations, however lack of notification will not constitute a breach of this contract on Springfield's behalf, nor does it in any way remove Satellite Community's obligation to comply with the Wastewater Regulations.

(2) Authority to perform technical and administrative duties necessary to implement and enforce the Ordinances for Sewer Collection System Use and the Pretreatment Program, consistent with 40 CFR Part 403, including, but not limited to, the following authorities and responsibilities:

- i. determining the acceptability of industrial waste to the POTW from Industrial Users contributing to the Satellite Community's Sewer Collection System; and
- ii. conducting appropriate sampling and analysis of effluent from Industrial Users and potential high-strength customers contributing to the Satellite Community Sewer Collection System; and
- iii. issuing permits to Industrial Users contributing to the Satellite Community Sewer Collection System; and

- iv. conducting inspection and compliance monitoring of effluent from contributing Industrial Users and high-strength customers; and
- v. performing an Industrial User survey to identify new or changed industry at least every calendar year; and
- vi. performing enforcement for acts of noncompliance of Ordinances for Sewer Collection System Use concerning fats, oils and grease collection and/or the Pretreatment Program.

B. Before Industrial Users located outside Satellite Community's jurisdictional boundaries are allowed to discharge into Satellite Community's Sewer Collection System, Satellite Community agrees to negotiate and secure an agreement with such user that all Ordinances will be followed. Such an agreement shall be substantially equivalent to this Section 204, the substantive provisions thereof shall be substantially equivalent to Sections 203 through 206, and a draft thereof shall be forwarded to Springfield for its reasonable approval prior to execution.

C. If Springfield reasonably believes that a violation of Satellite Community's Ordinances exists and/or the alleged violation also violates Springfield's Wastewater Regulations and/or any provision within 40 CFR Part 403, Springfield shall have the authority to demand that Satellite Community commence enforcement of its Ordinances against an Industrial User or any other user of Satellite Community's Sewer Collection System, by sending written notice to Satellite Community stating the reasons for its belief that a violation exists and requesting that such enforcement by Satellite Community be commenced.

Upon receipt of any such notice stating a reasonable belief that a violation exists,

Satellite Community shall commence and diligently pursue enforcement of its Ordinances. Springfield may, at its sole discretion, assist Satellite Community with any inspection, monitoring, and sampling necessary to the enforcement action.

If Springfield gives such written notice, and Satellite Community fails to commence and diligently pursue enforcement of its Ordinances, Springfield may consider said failure to be in breach of this Service Contract. Any additional cost or charge to Springfield, including fines and penalties, resulting from said failure shall be borne entirely by Satellite Community, provided that the failure of Satellite Community to obtain a conviction shall not be deemed a failure to commence and diligently pursue enforcement.

D. Any failure of Springfield to give any notices referenced under this Section shall not excuse Satellite Community from complying with the terms of this section, nor create any liability on the part of Springfield.

E. Any dispute arising out of this Service Contract shall be resolved in accordance with the applicable provisions hereof, which shall in no way limit Springfield's power to enforce requirements directly against Industrial Users using Satellite Community's Sewer Collection System in the event Satellite Community is unable or unwilling to take such action, nor shall it preclude Springfield from seeking other remedies against Satellite Community.

Any routine compliance monitoring and/or documentation compiled by the Satellite Community in the course of administering a Pretreatment Program shall be provided to Springfield within 30 days. This is in addition to the Certified Annual Report requirement provided in Section 312.

SECTION 205. Inflow and Infiltration

The parties recognize and acknowledge Springfield 's right to implement and enforce federal and state regulations delegated to and implemented by Springfield, as may become enacted to govern infiltration/inflow and reasonably prevent sanitary sewer overflows.

Springfield and Satellite Community will each operate and maintain its own respective wastewater collection system according to standard engineering and management practices, and in doing so, each will effectively police, monitor and control, to the most reasonable extent possible, its respective sanitary wastewater collection systems so as to preclude storm, surface or ground water that is not intentionally admitted.

Satellite Community further agrees to maintain in effect Ordinances prohibiting the connection of roof drains, porch drains, driveway drains, parking lot drains, street drains, footing drains and surface or ground water sump pumps to its Sewer Collection System and to require their immediate removal or disconnect upon discovery of such connection. Satellite Community agrees to notify Springfield of any amendment to such Ordinances in its annual report. Satellite Community will further perform reasonable monitoring and inspection to avoid significant infiltration and inflow to Satellite Community's Sewer Collection System.

SECTION 206. Satellite Community's Sewer Collection System and Connection to Springfield

Satellite Community, at its own expense and cost, will construct, install, operate,

and maintain any and all improvements to its Sewer Collection System necessary to cause sewage originating in Satellite Community's Sewer Collection System to deliver and discharge into the POTW, and will be responsible for keeping its Sewer Collection System connected with the POTW to receive such discharge.

Satellite Community shall make all improvements to its Sewer Collection System without cost to Springfield and in full compliance with applicable federal and state laws and regulations. Prior to making any improvement to its Sewer Collection System, the Satellite Community shall obtain any necessary approval from MDNR for any such improvements. Such improvements shall be made in accordance with plans and specifications approved by MDNR and shall provide MDNR with all required certifications relating to such improvements. The Satellite Community will provide Springfield with a copy of any application for a Construction Permit submitted to MDNR. Satellite Community agrees it shall include the appropriate, executed "Continuing Authority and Receiving Wastewater Treatment Facility Acceptance" form, with all Sewer Extension Construction Permit Applications submitted to MDNR.

In the event any defects(s) in materials, workmanship, construction, or inspections are discovered within one year, or such longer term as may be allowed by law, of the completion of any new improvements to Satellite Community's Sewer Collection System, Satellite Community agrees to promptly prosecute all lawful remedies against the developer(s), manufacturer(s), supplier(s), contractor(s), engineer(s), and surety(s) to correct any such defect. In the event such defects are not corrected, and the defect affects in a material way the public health, safety or environmental compliance of the POTW (including the contribution of inflow or

infiltration), the Satellite Community shall not continue to issue sanitary sewer connection permits within its Sewer Collection System. If such use continues, Springfield may, consider the failure to enforce correction or the continued issuance of connection permits to be a breach of this Service Contract entitling Springfield to discontinue treatment of sewage from the Satellite Community Sewer Collection System and seek appropriate judicial relief if indicated.

All acquisitions, additions, alterations, reconstruction, improvements or extensions to the Sewer Collection System shall become a part of the Sewer Collection System owned exclusively by the Satellite Community and shall be subject to the terms and conditions of this Service Contract.

Consistent with this Service Contract, Satellite Community shall both retain full power and authority over its existing Sewer Collection System and full power and authority to provide additional sewer service in accordance with this Service Contract and the Urban Boundary Agreement, attached hereto as Exhibit B and incorporated herein by reference, or as currently adopted, amended, or revised by the City Council of Springfield and the Satellite Community's governing body.

Springfield agrees that it will not extend Springfield's POTW inconsistent with the mutually defined Urban Boundary Agreement, without Satellite Community's written consent.

Satellite Community agrees that it will not extend its Sewer Collection System inconsistent with this Service Contract and the Boundary Map (Exhibit 2 to Exhibit B) set forth in the mutually defined Urban Boundary Agreement, whichever is less restrictive, without Springfield's written consent.

Nothing herein shall be deemed to limit Satellite Community's power with

regard to areas inside or outside its jurisdictional limits, in accordance with the agreed to and established Urban Boundary Agreement. Nothing herein shall be deemed to limit Satellite Community's authority to charge persons outside its jurisdictional limits for the use of Satellite Community's Sewer Collection System.

Section 207. Connection to Springfield and Division of Costs

Satellite Community shall cause or continue to cause those portions of Satellite Community's Sewer Collection System, necessary to transport sewage to Springfield, to be connected with the POTW at the appropriate, agreed Connection Point(s) designated in Exhibit A, attached hereto and made a part hereof by reference as much as if set forth in full and verbatim. Every such Connection Point shall constitute and shall be operated by Springfield as part of the POTW and shall include all such metering and other facilities as may be necessary to cause all sewage delivered at said Connection Point(s) to be metered and sampled as a means of determining the quantity and characteristics of the wastewater discharged into the POTW from each location. Connection Point(s) of Satellite Community's Sewer Collection System to the POTW shall be limited to the locations designated in Exhibit A, or as amended and approved by Springfield in writing, and added as an amendment to this Service Contract.

Additional Connection Point(s), if requested by Satellite Community, may be approved and furnished by Springfield provided Satellite Community pays the Connection Fee (referenced in Section 311) and bears the cost of design and construction of the junction structure(s) or other facility if required to connect, meter, and sample flows contributed at that point. Such additional Connection Point(s) will be

listed in an amendment to Exhibit A upon their approval by Springfield.

SECTION 208. Covenant Against Waste

Springfield and Satellite Community covenant not to do or suffer or permit any waste or damage, disfigurement or injury to the POTW.

SECTION 209. Right of Inspection

Springfield covenants and agrees, upon reasonable notice to Springfield, and the right of Springfield to accompany, to permit Satellite Community and the authorized agents and representatives of Satellite Community to enter the POTW during usual business hours for the purpose of inspecting the same. As permitted by law, upon reasonable notice to Satellite Community, and the right of Satellite Community to accompany, Springfield shall have the right but not the obligation to inspect Satellite Community's Sewer Collection System.

SECTION 210. No Vested Rights of Satellite Community in POTW

Satellite Community shall not acquire any vested rights in the POTW by reason of this Service Contract. All or any portion of the Contract Sums to be paid by Satellite Community shall be deemed to be current costs of wastewater treatment, and to the extent applicable, operating expenses of Satellite Community's Connection Point(s).

SECTION 211. POTW Capacity

The wastewater that Springfield agrees to receive from the Satellite Community

Sewer Collection System shall not exceed an Average Annual Daily Flow of 1.32 MGD, provided, however, this provision shall not constitute a reservation of capacity but only the right to use Springfield's POTW based upon its availability.

If Satellite Community's average daily flow reaches 80% of 1.32 MGD (1.056 MGD) and Satellite Community can demonstrate that the average daily flow of 1.32 MGD will be surpassed before the end date of this contract, Springfield agrees to increase the allowed daily flow from Satellite Community by 20% or to 1.544 MGD, provided available capacity exists at the Northwest Wastewater Treatment Plant and in the Airport Trunk Sewer to accept such additional daily flow.

If it appears there will be insufficient capacity for Springfield to accommodate additional flows anticipated by Satellite Community and the flow anticipated from Springfield sewer customers during the then remaining term of the Service Contract, Springfield will, using reasonable assumptions, advise Satellite Community of the estimated date when new connections to the Satellite Community's Sewer Collection System will not be permitted to connect and ultimately discharge into Springfield's POTW. Springfield may provide Satellite Community with an estimated schedule for the construction of additional facilities to meet the increased demand and a funding proposal to pay for such construction.

SECTION 212. Overflow Response Plan

If Satellite Community has not already done so, Satellite Community agrees as soon as reasonably possible (but not later than 180 days after the date hereof) to have and implement a valid Sanitary Sewer Overflow Response Plan (SSORP) for its Sewer

Collection System, which plan shall be filed with MDNR upon their request.

SECTION 213. Mutual Aid Agreement

If Springfield and Satellite Community have not already done so, Satellite Community agrees as soon as reasonably possible (but in no event later than 180 days after the date hereof) to enter into a mutual aid agreement, similar to that document attached hereto as Exhibit C, with Springfield pertaining to its Sewer Collection System, which shall outline the costs and response obligations of both parties in the event that assistance is requested.

ARTICLE III

PAYMENT BY SATELLITE COMMUNITY

SECTION 301. Agreement to Pay

Satellite Community agrees to pay Springfield for the treatment and disposal of its wastewater, as provided in Section 201 hereof, the Contract Sum provided for in Section 304 hereof.

SECTION 302. Satellite Community's Source Funds

The Contract Sum shall be paid by Satellite Community regardless of whether or not Satellite Community collects rates and charges from its connected users. If the user fees paid to Satellite Community are not sufficient to fully pay the Contract Sum or any portion thereof when due, the amount remaining unpaid, plus any delinquent charge,

shall be paid by Satellite Community from its other income, revenues and property, as may be necessary to fully pay the Contract Sum.

SECTION 303. Satellite Community Collection of Charges

Satellite Community agrees to provide, by an appropriate ordinance or other governing rules, for the imposition and collection of a charge for the use of Satellite Community's Sewer Collection System or any part thereof, said charge to be sufficient to provide, and from time to time be revised to always be sufficient to provide Satellite Community with sufficient funds to pay the Contract Sum; Satellite Community further agrees to annually budget and appropriate such monies.

SECTION 304. The Contract Sum

Satellite Community's quarterly bill shall be comprised of a Volume Related Charge, High Strength Surcharges (if applicable), and Billing & Meter Charge, as follows:

- A. Volume Related Charges - those charges directly attributable to the flow, as measured by the meter, at or near the Connection Point(s) established in Section 207 and Exhibit A. The Volume Related Charge shall be billed based on the preceding three months of volume as determined by the flow meters. The Volume Related Charge shall be established by Springfield City Council and amended from time to time.
- B. High Strength Surcharges (if applicable) - Industrial Users connected to Satellite Community's Sewer Collection System who discharge Total Suspended Solids

(TSS) or Biochemical Oxygen Demand (BOD) in excess of an established limit as defined in Springfield's Wastewater Regulations shall be required to pay additional surcharges as established by Springfield City Council and amended from time to time. These surcharges will be assessed to the Industrial User by Satellite Community and will be calculated based on sampling procedures established in Springfield's Wastewater Regulations. Sampling will be required as a means to determine characteristics of wastewater contributed by Industrial Users within the Satellite Community's Sewer Collection System and will be at the expense of Satellite Community.

- C. Billing and Meter Charge - those charges associated with administration and billing of Satellite Communities as well as the establishment, repair, and maintenance of Springfield's meters and meter structures located at or near the Connection Point(s). These costs will be determined as part of Springfield's Annual Fee Study and may include staffing costs associated with administering the billing program, capital costs of the meters and metering structures, and the repair, operation and maintenance of the meters and structures.

The fees and charges billed by Springfield per Section 304 of this Service Contract shall be deemed to be expenses of operating Springfield's POTW, and the assessment of the same against Satellite Community users shall not require confirmation, approval, or ratification by the Satellite Community by either ordinance or resolution. The duty of Satellite Community to pass necessary implementing legislation to impose sewer charges upon its customers as required by this Service Contract is deemed to be a ministerial duty and an operating expense of the Satellite

Community. In the event Satellite Community has an objection to a rate or charge included by Springfield in the fee for the use of Springfield's POTW, Satellite Community shall be obligated to collect such rate or charge and pay under protest that portion of the fee to which it objects stating therein the reason for the protest. Failure to pay under protest shall be deemed an acceptance of such rate or charge. Procedures set forth in Section 310 shall apply to any such protest.

SECTION 305. Meter Reading and Calibration

This Section 305 is subject to change due to technological improvements in wastewater measurements. As needed, Springfield will perform maintenance of flow measuring equipment, calculate flow quantities based on the flow readings, and perform a calibration of the meters. Springfield will make reasonable efforts to provide flow data to Satellite Community with each quarterly invoice, however lack of providing such data will not constitute a breach of this contract on Springfield's behalf, nor does it in anyway remove or reduce Satellite Community's obligation to comply with any term of this Contract.

As needed, Springfield's staff will calibrate and verify calibration of the meter at each meter structure. With a minimum twenty-four (24) hours' notice, representatives of Satellite Community may accompany Springfield's staff and/or Contractor and observe the calibration of the meter.

Satellite Community shall have the right, at their expense, to confirm meter calibration and/or to request supporting data needed to verify meter calibration. Satellite Community shall, no later than sixty (60) days after the visit or receipt of supporting

data, advise Springfield of any differences regarding the meter calibrations, and the parties shall attempt to resolve any such differences. Neither the failure of Satellite Community to observe Springfield's calculation of flow or meter calibration, nor the failure of Satellite Community to advise Springfield and record in writing any differences between Satellite Community's readings or calibrations and those of Springfield shall affect the requirements of Section 304.

If, for any reason, Springfield's metering equipment is out of service or out of repair so that flow volumes for any period cannot be ascertained, Springfield shall estimate such volumes delivered during the period when the metering equipment is out of service or out of repair based on volumes during earlier periods under similar conditions when the metering equipment was registering properly. Satellite Community shall accept such estimate unless it is able to more accurately estimate such volumes delivered to the reasonable satisfaction of Springfield, in which case Satellite Community's estimates shall be used.

SECTION 306. Payment of Contract Sum

The Contract Sum shall be billed quarterly by Springfield, as determined in Section 304. In all events, the quarterly billing shall be due and payable within thirty (30) days.

SECTION 307. Delinquent Payment of Satellite Community

Any Contract Sum not paid within thirty (30) days from the date of billing will be considered delinquent and an additional charge of 9% per annum for each month or

portion thereof that the bill remains delinquent will be added thereto. Upon failure to make any such payment, the right to make any additional connection to the Satellite Community Sewer Collection System shall cease and Satellite Community shall not issue any permit for the construction of any building or structure requiring a connection to the Satellite Community Sewer Collection System.

Springfield may commence legal proceedings or available administrative proceedings against any Satellite Community which is delinquent in the payment of the Contract Sum. However, failure to commence legal proceedings or available administrative proceedings in a certain time frame does not limit or waive any legal right to pursue the delinquent payment.

Any overpayment by Satellite Community shall be credited against its payment obligations to Springfield for subsequent periods, and any underpayment shall be paid by Satellite Community within fifteen (15) days after Springfield's delivery of the final statement, with interest as provided in this section 307.

SECTION 308. Contracts with Others

No municipality, or other similar entity shall be permitted to connect to the POTW unless it has first duly entered into a contractual agreement with Springfield similar to this Service Contract, for payment of Contract Sums.

SECTION 309. Satellite Community's User Charge System

In conformance with Section 303 of this Service Contract, Satellite Community shall establish and maintain a User Charge System. The purpose of Satellite

Community's User Charge System is to ensure the adequate collection of revenues to support the operation, maintenance and replacement needs of the Satellite Community's Sewer Collection System as well as Satellite Community's payment of the Contract Sum to Springfield. By signing this Service Contract, Satellite Community specifically acknowledges its ongoing obligation to comply with applicable Federal User Charge Requirements.

This Section 309 shall not be construed as conferring on Springfield, and Springfield shall not have, any right of review or approval of Satellite Community's User Charge System. Satellite Community shall maintain its User Charge System in accordance with applicable law.

SECTION 310. Resolution of Disputes

Any and all billing disputes, including the measurement of metered flow for purposes of computation of the Contract Sum, and any matters involving the duties or obligations of either party to this Service Contract, that are unable to be resolved between Springfield and Satellite Community, shall be presented in writing to the other party, and shall include specific facts supporting the dispute. Satellite Community shall have thirty (30) days from the date of receipt of Springfield's Quarterly Billing to present the written notice that it is contesting the bill. Failure by Satellite Community to notify Springfield in writing, and to pay in full the disputed portion of a bill under protest within said thirty (30) day period, shall constitute a waiver on the part of Satellite Community and Satellite Community shall be deemed to have agreed to the accuracy of said bill. In the event of a properly notified dispute concerning a bill, or any

matter involving the duties or obligations of either party to this Service Contract, the parties, by their designated representatives, shall meet, confer and discuss such disputes and possible resolutions within 90 days after presentation. The representatives thereafter shall again meet, confer and discuss the disputed issues within 30 days after the conclusion of the first meeting and after conferring with the governing bodies of each of the signatories to this Service Contract, or their representatives, each party shall reduce to writing their points of agreement, points of disagreement, and recommendations, which writing shall not be used as evidence in any subsequent litigation, rather only to clarify issues.

In the event the dispute is not resolved, the parties may, by mutual consent, agree to mediate, or if they are unable to agree to mediation, either party may proceed to litigate the matter in court or take any other action authorized by this Service Contract. Such mediation shall be binding or nonbinding, as the parties may at that time agree to in writing.

During any dispute the parties shall continue to comply with the terms of this Service Contract. Neither party shall delay or postpone any performance under this Service Contract pending resolution of any disputes or disagreements except as the parties may agree.

SECTION 311. Connection Fees

In addition to other sums payable by Satellite Community hereunder, Satellite Community agrees to pay to Springfield a "Connection Fee" for all future Connection Point(s) of Satellite Community's Sewer Collection System to the POTW as such fee

amounts are reasonably and equitably determined by Springfield from time to time during the term of this Service Contract and pursuant to Section 207.

SECTION 312. Annual Records and Report

A. Certified Annual Report:

It will be the responsibility of the Satellite Community to submit to Springfield, by the 60th day following the end of Springfield's fiscal year, or by August 31, an annual report regarding the Satellite Community's previous year's activity regarding its Sewer Collection System and use. The annual report shall be certified by an authorized representative of the Satellite Community to be true and correct to the best of Satellite Community's collective knowledge, and shall include at a minimum:

- (1) Industrial Waste Survey in accordance with the requirement of 40 CFR Part 403; and
- (2) If applicable, Pretreatment Annual Report in accordance with the reporting requirements of 40 CFR Part 403; and
- (3) Sewer construction permits approved by MDNR along with the associated Public Improvement plans for all wastewater improvements constructed during the previous year; and
- (4) Summary of compliance activities for Food Service Establishments connected to the Satellite Community Sewer Collection System, specifically with regard to fats, oils and grease (FOG) control.

B. Failure to comply:

Failure to provide the above referenced certified annual records and report may be considered a breach of this Service Contract entitling Springfield to discontinue treatment of sewage from the Satellite Community Sewer Collection System and seek appropriate judicial relief.

ARTICLE IV

MISCELLANEOUS

SECTION 401. Effective Date

The effective date of this Service Contract is the date as set out in the first paragraph of this document.

SECTION 402. Performing Duties

Springfield will faithfully and punctually perform all duties with respect to the POTW required by law and all grant or Bond Documents. Satellite Community will so perform all duties with respect to the POTW and its Sewer Collection System required by law, including the Ordinances, this Service Contract, or other governing rules of Satellite Community, and any grant or Bond documents, including but not limited to the prompt payment of the Contract Sums charged by Springfield pursuant to Article III of this Service Contract.

SECTION 403. Further Assurances

At any and all times, Springfield and Satellite Community shall (insofar as they

may be authorized by law) pass, make, execute, acknowledge and deliver any and every such further resolution or ordinance (or other governing rule) respectively, and acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable to better assure, convey, grant, assign and confirm, all and singular, the Contract Sums, and other funds pledged or assigned, or intended so to be, of which Springfield or Satellite Community, as the case may be, may heretofore or hereafter become bound to pledge or to assign, and to comply with the Act.

SECTION 404. Limitations Upon Consent

Whenever, under the terms of this Service Contract, Springfield is authorized to give its written consent, Springfield in its discretion may give or may refuse such written consent; and if given, may restrict, limit or condition such consent in such manner as it shall deem advisable. Such written consent shall not be unreasonably withheld.

Acceptance by Springfield of Satellite Community's sewage in the volume or with characteristics exceeding or violating any limit or restriction provided by or pursuant to this Service Contract, in one or more instances or under one or more circumstances, shall not constitute a waiver of such limit or restriction or of any of the provisions of this Service Contract, and shall not in any way obligate Springfield thereafter to accept or to make provisions for sewage delivered and discharged into the POTW in a volume or with characteristics exceeding or violating any such limit or restriction in any other instances or under any other circumstances.

SECTION 405. Form of Consent

All consents of any party required under this Service Contract shall be given in writing. Whenever under the terms of this Service Contract Satellite Community is authorized to give its consent, such consent may be given and shall be conclusively evidenced by a copy, certified by its City Clerk or other designated official and under its seal (if any), of an ordinance (or other governing rule) adopted by its governing body giving such consent. Whenever under the terms of this Service Contract Springfield is authorized to give its consent, such consent may be given and shall be conclusively evidenced by a copy, certified by its City Clerk or other designated official, and under its seal, of an ordinance or resolution adopted by Springfield and giving such consent.

SECTION 406. Conformity with the Laws and Regulations

Each party hereto agrees to abide by and to conform to all applicable laws and regulations of the United States of America, the State, or any political subdivision thereof having any jurisdiction in the premises, and the Wastewater Regulations established by Springfield, as amended from time to time.

SECTION 407. Acts of God

No party hereto shall be responsible or liable in any way for Acts of God or any other act or acts or omissions beyond the control of such party which may in any way cause an interruption or a discontinuance of service appertaining to the POTW or to Satellite Community's Sewer Collection System.

SECTION 408. Nonassignability

Other than as specifically provided herein, no party to this Service Contract may assign any interest herein to any person without the written consent of all the other parties hereto at that time; and the terms of this Service Contract shall inure to the benefit of and be binding upon the respective successors of each party hereto. Nothing herein contained, however, shall be construed as preventing the reorganization of any party hereto nor as preventing any other body corporate and politic succeeding to the rights, privileges, powers, immunities, liability, disabilities, functions and duties of a party hereto, as may be authorized by law, and in the absence of any prejudicial impairment of any obligation of Service Contract hereby imposed.

SECTION 409. Amendments

This Service Contract may be amended from time to time by written agreement, duly authorized and executed by the parties hereto.

SECTION 410. Severability

If any provision of this Service Contract shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Service Contract and this Service Contract shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

SECTION 411. Execution of Documents; Further Acts

This Service Contract may be executed at different times by the parties in any number of counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all deeds, documents or other instruments, and take such other actions as are reasonably necessary to carry out and to give effect to the terms of this Service Contract.

SECTION 412. Waiver

No waiver by either party of any term or condition of this Service Contract shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsequent paragraph, clause, phrase, or other provision of this Service Contract.

SECTION 413. Remedies

If permitted by law, this Service Contract shall be specifically enforceable by any party hereto.

SECTION 414. Entirety

This Service Contract, inclusive of the above referenced exhibits, which are attached hereto and made a part hereof, merges and supersedes all prior negotiations,

representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof.

SECTION 415. Applicable Law; Jurisdiction; Captions

This Service Contract and every question arising hereunder shall be governed by and construed in accordance with the laws of the State of Missouri. Should any part of this Service Contract be litigated, venue shall only be proper in the Circuit Court of Greene County, Missouri. The captions at the beginning of Articles, Sections and Subsections are used for convenience only and are not to be used in attempting to construe any part of this Service Contract.

SECTION 416. Injunctive Relief

Satellite Community shall provide injunctive relief at the request of Springfield to restrain the violation or attempted violation of any of the provisions of this Service Contract and all amendments or Exhibits hereto. Upon failure of Satellite Community to act within ten (10) days of written request, Springfield shall be authorized to so proceed, in Satellite Community's name, if necessary. Such failure to act on the part of the Satellite Community maybe deemed a breach of this Service Contract.

SECTION 417. Authority

Satellite Community shall have immediate and continuing right to discharge wastewater, or as otherwise permitted hereunder, into Springfield's POTW at the agreed to Connection Point(s), on condition that Satellite Community agrees to promptly

enforce the restrictions, proscriptions, penalties and other terms provided for herein against any person discharging into the Satellite Community Sewer Collection System, or POTW, in violation of the same. In the event of Satellite Community's failure to take action, Satellite Community authorizes Springfield to take all legal actions necessary to enforce the terms of this Service Contract and all exhibits thereto, in Satellite Community's name, if necessary. In the event of such failure Springfield may declare such failure to be a breach of this Service Contract.

SECTION 418. Notice

Any notice required by the terms of this Service Contract shall be sent via certified mail, return receipt requested, as follows:

To Springfield:

Errin Kemper, P.E. (or Acting)
Director of Environmental Services
840 Boonville Ave
Springfield, MO 65802

To Satellite Community:

Brad Gray (or Acting)
City Administrator
City of Willard
224 W Jackson
PO Box 187
Willard MO. 65781

SECTION 419. Indemnification

Satellite Community agrees to defend, indemnify and hold harmless Springfield, and its officers, agents, and employees, from and against any and all claims, suits,

actions, demands, losses, causes of action, liabilities, judgments, costs, damages, and expenses relating to, or in any way arising out of, this Service Contract that Springfield may sustain, incur or become liable for or on account of this Service Contract, including but not limited to loss, damage, or injury to person or property related in any way to the subject matter of this Service Contract, or caused by the negligent, intentional or unintentional acts or omissions of the Satellite Community and its officers, employees or any other agents, as well as the actions of its users connected to the Satellite Community Sewer Collection System.

Springfield shall hold harmless Satellite Community from and against all claims, losses and causes of action of third parties against Satellite Community, including all claims, losses, and causes of action of third parties for personal injuries, wrongful death, and damage to property, caused by Springfield's gross negligent use, maintenance, and operation of the POTW.

IN WITNESS WHEREOF, the parties hereto have caused this Service Contract to be executed on behalf of Springfield by the Springfield City Council and attested to by the Springfield City Manager, and on behalf of Satellite Community by its authorized representative at the dates shown respectively.

(Remainder of page intentionally left blank)

CITY OF WILLARD, MISSOURI

CITY OF SPRINGFIELD, MISSOURI

By _____
Mayor

By _____
City Manager

Date: _____

Date: _____

ATTEST:

ATTEST:

City Clerk

City Clerk

Date: _____

Date: _____

Approved as to Form: _____
City Attorney, Willard

Approved as to Form: _____
City Attorney, Springfield

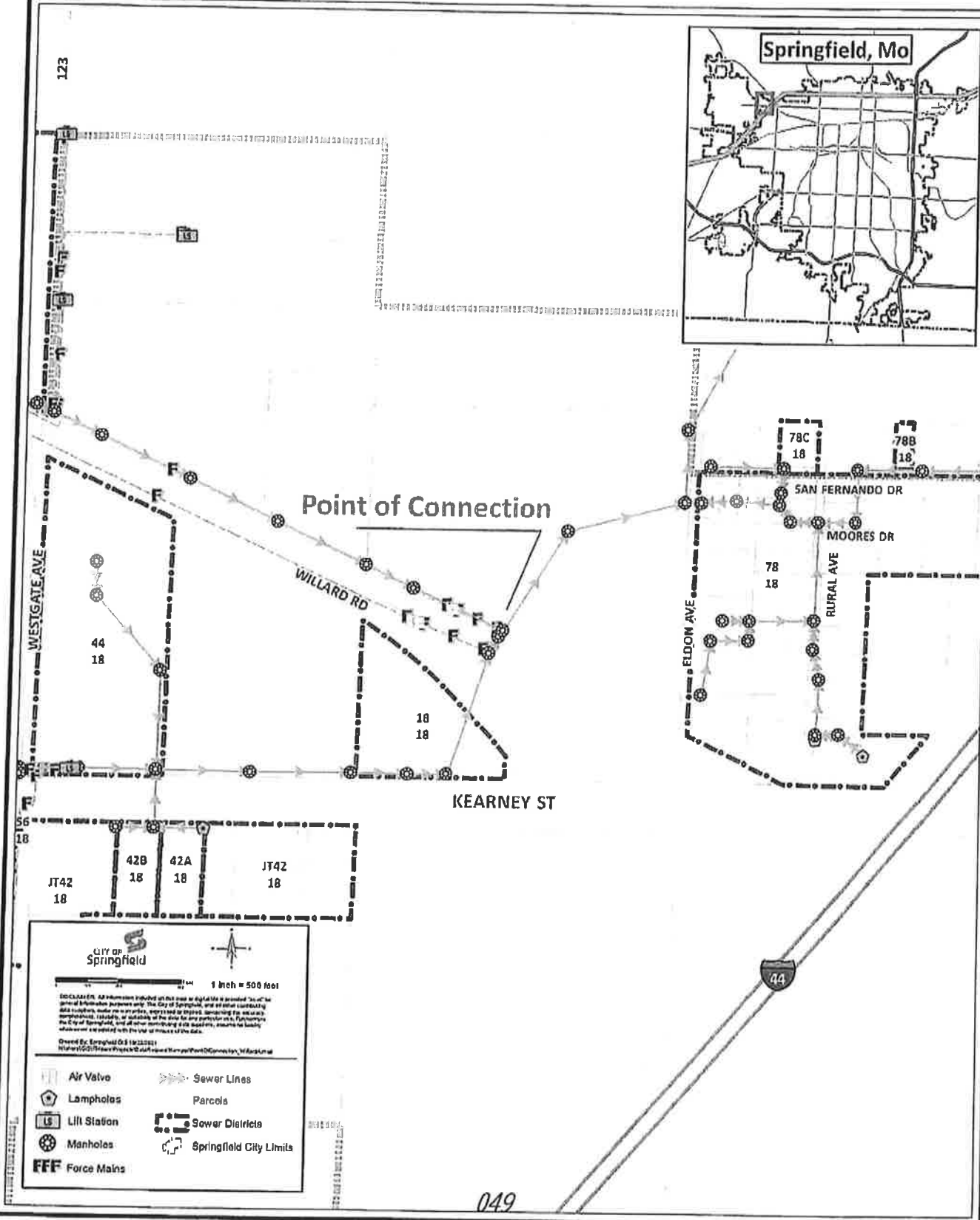
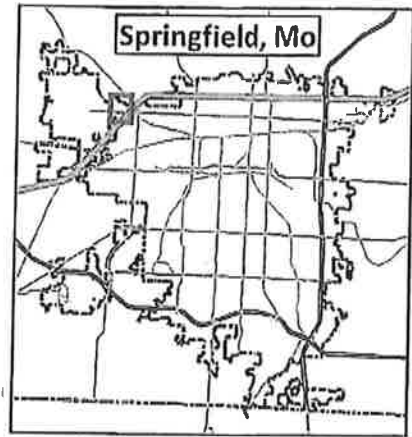
Contract No: _____

Exhibit A

List, and illustrative map, of Connection Point(s):

Location	Description	Manhole/Asset ID	Latitude	Longitude
Willard to Springfield Forcemain	NE Quadrant of the intersection of Willard Road and Kearney Street (Exhibit A1)	L15SW004	37.243447	-93.359237
Willard to Springfield Forcemain (to be constructed)	NE Quadrant of the intersection of West Farm Road 106 and North Farm Road 103 (Exhibit A2)	K12L3E006LS	37.25813	-93.410873

Point of Connection - Exhibit A1



CITY OF Springfield

1 inch = 500 feet

DISCLAIMER: All information included on this map or digital file is provided "as is" for general information purposes only. The City of Springfield and its staff do not warrant, represent, or make any guarantee, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Participants in the City of Springfield, and all other participating data providers, assume the liability of accuracy associated with the use of this data.

Drawn by: Springfield GIS (10/23/2011)
 Revised by: Springfield GIS (10/23/2011)

FFF Force Mains	

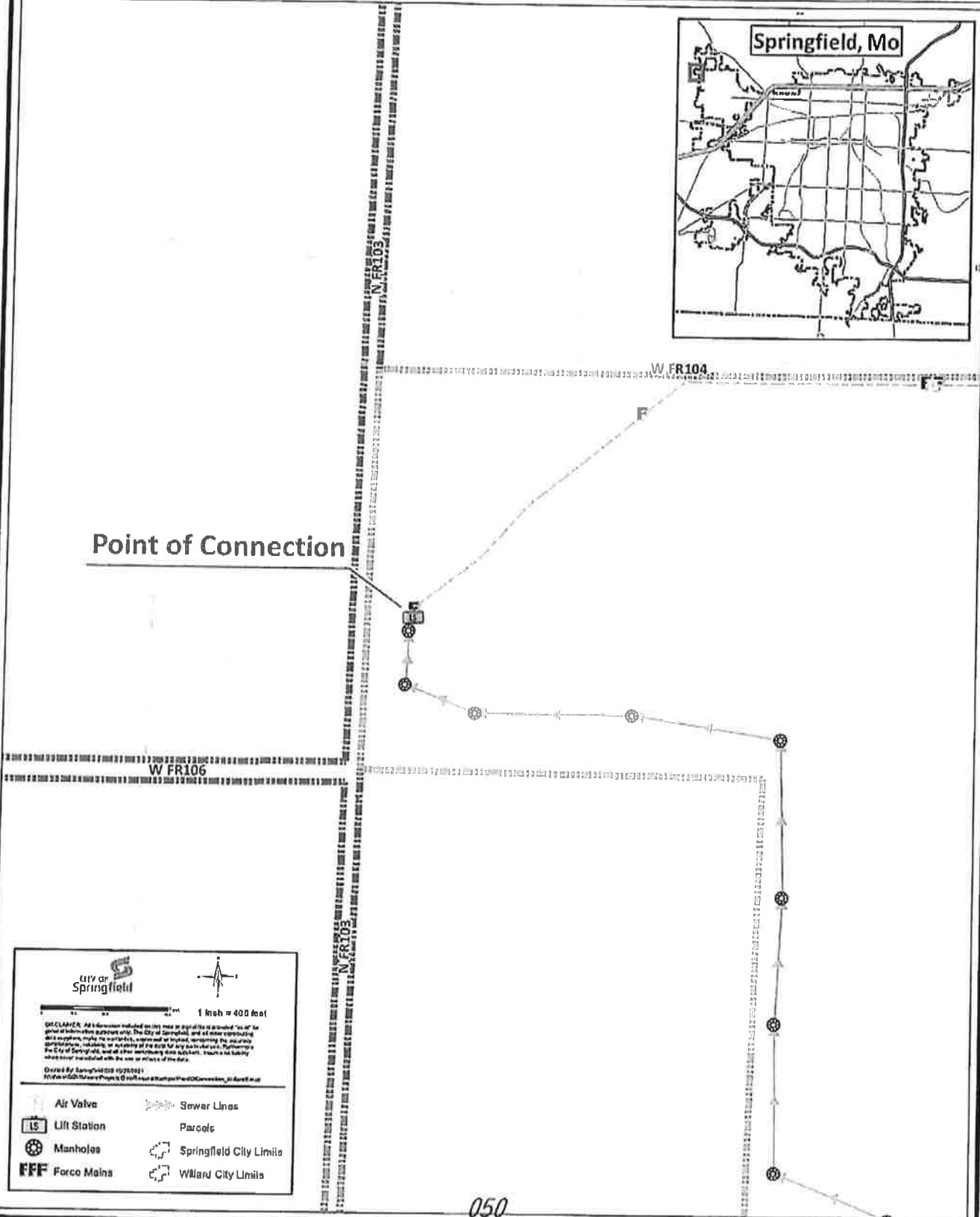
049

82

Point of Connection - Exhibit A2



Point of Connection



City of Springfield

1 inch = 400 feet

DISCLAIMER: All dimensions indicated on this map or report are intended "as is" for general information purposes only. The City of Springfield, and all other contributing and receiving parties, are not liable, expressed or implied, regarding the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability which may be incurred with the use or misuse of the data.

Drawn By: [unclear] 10/25/2021
 Project: [unclear] at [unclear] in [unclear]

Air Valve	Sewer Lines
Lift Station	Parcels
Manholes	Springfield City Limits
Forco Mains	Willard City Limits

050

33

Exhibit B

BOUNDARY AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of ~~December~~ ^{January} 2007 (the "effective date") by and between the City of Springfield, Missouri, hereinafter called "Springfield" and the City of Willard, hereinafter called "Willard."

WITNESSETH

WHEREAS, the constitution of the state and statutes of Missouri authorize inter-local governmental agreements between political subdivisions; and

WHEREAS, the City of Willard ("Willard") and the City of Springfield ("Springfield") have entered into an agreement dated April 15, 2004 ("Wastewater Contract") which provides that Springfield will treat the wastewater from the Willard Sewer System as defined in the Wastewater Contract; and

WHEREAS, Willard has annexed land outside of the Willard Service Area that is located within the Airport Zone of the Springfield-Branson National Airport; and

WHEREAS, Willard would like to provide for its own sewerage treatment facility to serve the Meadows subdivision and other areas that are located outside of Willard Service Area; and

WHEREAS Willard has entered into a contract to purchase the water and sewer assets of the Meadows Water Company and has sought approval of the sale by the Missouri Public Service Commission ("PSC") as required by law; and

WHEREAS, Springfield has intervened in the application of Willard and the Meadows Water Company to sell the water and sewer assets in order to determine how its interest might be affected by the sale; and

WHEREAS, Springfield and Willard are interested in establishing a boundary line for future annexations for Willard and Springfield that will promote long range planning, protect the environment, establish priorities for capital expenditures and construction of public infrastructure so that citizens and businesses can plan knowing where the future boundary might be located between the two communities; and

WHEREAS, the establishment of the Boundary Line (Exhibit 1) shown on the Boundary Map (Exhibit 2) does not require Willard or Springfield to annex land that is located in their respective Boundary Area

WHEREAS, the establishment and maintenance of the Airport Zones at the Springfield Airport are critical to protecting the Airport and the environment within the Airport zones; and

WHEREAS, Springfield has adopted the state law with respect to Airport Zones and has adopted additional zoning laws to protect citizens from noise and airplane over-

flights within Airport Zones and certain types of light and electrical devices that interfere with aviation in the Airport Zones which is identified as the Airport Zoning Law; and

WHEREAS, Willard has adopted the state law on Airport Zoning and has stated that it will also adopt the Springfield Airport Zoning law in order to protect the Airport Zones; and

WHEREAS, Willard and Springfield have determined it is in their mutual interest to resolve all issues concerning the annexation of land in the Airport Zone, the sale of the sewer and water assets of the Meadows Water Company and alleged violations of the Wastewater Contract by the establishment of a boundary line that will delineate the future boundaries between the two communities.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between Springfield and Willard as follows:

SECTION 1. Definitions.

Airport Zone - The definition set forth in Section 305.400(1) RSMo.

Boundary Line - Is a line described on Exhibit 1 that is generally shown as the green line on Exhibit 2, the Boundary Map.

Boundary Map - Exhibit 2.

Springfield Boundary Area - Is an area that is south or east of the Boundary Line shown on Exhibit 2.

Willard Boundary Area - Is an area that is north or west of the Boundary Line shown on Exhibit 2.

SECTION 2. Annexation.

A. Boundary Areas.

Willard shall not annex any land that is south or east of the Boundary Line described on Exhibit 1 in the Springfield Boundary Area as shown on the Boundary Map, a copy of which is attached hereto and incorporated herein as Exhibit 2. Springfield shall not annex any land that is north or west of the Boundary Line in the Willard Boundary Area as shown on the Boundary Map.

B. Airport Zones.

Willard shall not annex any additional area that is located within any Airport Zone as

shown on Exhibit 3 until the state of Missouri has enacted legislation authorizing such annexation by adopting amendments to the state law in accordance with Exhibit 4. In the event legislation is passed that is different from Exhibit 4 such legislation shall not satisfy the requirement of this subsection without the written consent of both parties. The parties agree to support such legislation and will make their best efforts to obtain passage of the legislation as shown in Exhibit 4. The Mayors' of Springfield and Willard shall write letters to the members of the General Assembly from the area in support of such legislation.

In the event the legislation is enacted that is different than shown in Exhibit 4, Willard shall not annex any land within the Airport Zones until both parties consent in writing to changes to the legislation. Any action by Willard in violation of this subsection shall be deemed a breach of this agreement.

C. Annexation Along Certain Farm Roads.

Willard shall not annex any land located within the Airport Zones adjacent to the Farm Roads purportedly annexed into Willard by an ordinance adopted by Willard as Bill No 07-20, Ordinance No. 070611A until the State of Missouri has enacted legislation authorizing such annexation in accordance with Exhibit 4. Willard hereby waives any objection that it might have to the timeliness of a challenge by Springfield, the Attorney General of the State of Missouri, or the Greene County Prosecuting Attorney, based on the statute of limitations to the annexation of right-of-way of Farm Roads 101, 103, and 106 as set forth in Bill No 07-20, Ordinance No. 070611A that was given first reading at the City Council meeting of June 11, 2007 and second reading at the City Council meeting of June 24, 2007 which ordinance annexes land into the city limits of Willard until the state of Missouri has enacted legislation authorizing such annexation in accordance with Exhibit 4.

For the purpose of the annexation laws of this state the annexation described in subsection 2.D shall not be considered contiguous to Willard until the state of Missouri has enacted legislation in accordance with Exhibit 4. Willard shall not use the annexation described in subsection 2.D for the purpose of annexing additional land until the state of Missouri has enacted legislation authorizing such annexation in accordance with Exhibit 4.

SECTION 3. Airport Zones.

A. Adoption of Airport Zoning Law.

Willard shall adopt as part of its Zoning Ordinance the Airport Zoning Law which is attached hereto as Exhibit 5 prior to annexing any additional land within the Airport Zones and shall keep in full force and effect at all times the Airport Zoning Law.

1. Willard shall include within its Zoning Ordinance specific procedures for processing applications for rezoning of property located within the Airport Zones. Such procedures shall at a minimum include opportunity for review

by the City of Springfield Planning Department and mediation of any disputes, as set forth in Section 3.C of this Agreement. Additionally, Willard shall include within its City ordinances a procedure for processing building permit applications requiring certification as set forth in Section 3.D.

2. Willard shall strictly enforce the Airport Zoning Law for land already within the Willard city limits and the Airport Zones, and with respect to any land annexed by Willard after the date of this agreement which is located within the Airport Zones. The obligation to maintain, administer and enforce the Airport Zoning Law in accordance with the procedures set forth in this agreement shall exist independently of any amendment to the section 305.410 RSMo.

B. Annexation by Willard.

1. Willard shall not voluntarily annex any property within an Airport Zone under procedures set forth in section 71.012 RSMo. unless the applicant requests Airport Zoning.
2. Willard shall not provide sanitary sewer service to any property that requests annexation under procedures for annexation set forth in sections 71.012. or 71.015 RSMo. within an Airport Zone until the property has been rezoned in accordance Exhibit 5.
3. Any proposal by Willard pursuant to section 71.015. RSMo. to annex property within an Airport Zone shall include within the ordinance proposing the annexation and the plan of intent a statement showing that the proposed zoning for areas within the Airport Zones will be as set forth in Exhibit 5 and that sewer services will be provided to areas within Airport Zones not sooner than the date that the property is rezoned in accordance with Exhibit 5. If such area is annexed by Willard, Willard shall submit a rezoning request to rezone the property in accordance with the ordinance proposing annexation and its plan of intent set forth therein.

C. Processing of Requests to Zone Property Within the Airport Zones.

1. All requests for zoning changes and subdivision of land including any administrative approval of the subdivision of land within the Airport Zones within the city limits of Willard shall be submitted by Willard to the Springfield Planning Department for comment as to whether or not it complies with the Airport Zoning Law and if the subdivision of land is consistent with the Airport Zoning Law prior to Willard processing the request.
2. If Springfield determines that the request complies with the Airport Zoning

Law it shall notify Willard in writing no later than thirty (30) days after receipt by Springfield.

3. In the event Springfield determines that the requested change in zoning violates the Airport Zoning Law, Springfield shall notify Willard in writing no later than thirty (30) days after receipt by Springfield stating the reason that it does not comply. If Willard agrees with such determination, it shall deny the application and notify the applicant. If Willard does not agree with Springfield's determination, Willard shall notify Springfield and the parties shall meet to discuss the matter. Mediation before an outside mediator shall be pursued if the meeting of the parties fails to achieve consensus. If mediation fails and both parties agree, the matter shall be submitted to binding arbitration. In the event the matter is not resolved, either party may request a declaratory judgment to interpret and enforce the Airport Zoning Law by the Circuit Court of Greene County, Missouri. If the parties cannot agree, the request shall not be processed until there is an agreement or a final determination as to whether or not the request complies with the Airport Zoning Law. The applicant shall be notified of any arbitration or mediation of the matter and may participate in any arbitration or mediation proceedings provided that the applicant agrees to be bound by such decision.

D. Administration of the Airport Zoning Law.

1. Willard shall administer the Airport Zoning Law according to their terms.
2. A building permit shall not be issued by Willard if the work to be performed pursuant to the permit violates the Airport Zoning Law.
3. Prior to issuing a building permit or any other permit designated by Springfield, Willard shall submit to Springfield the following information and a certification on a form substantially as in Exhibit 7 that contains the following:
 - a. A statement listing the height of any building or structure and that it does not violate the Airport Zoning Law.
 - b. A statement listing the intended use or uses and that it does not violate the Airport Zoning Law.
 - c. A statement that the building or structure will contain soundproofing as required by the Airport Zoning Law.
 - d. An executed easement from the owner of the property where the building or structure will be built on a form approved by Springfield which easement shall be submitted to Springfield for approval and recorded prior to the issuance of the permit.

- c. A statement by the builder and property owner on a form approved by Springfield that they are aware of the limitations set forth in the Airport Zoning Law including limitations on lighting and electrical devices that could interfere with the aviation and communications with airplanes in the Airport Zone, and that they will comply with such laws in the use of the property which statement shall be approved by Springfield and recorded prior to the issuance of the permit. Provisions of this subsection may be added to the aviation easement. Willard shall notify Springfield of the permit request. If Springfield believes the request seeks to build in violation of the Airport Zoning Law, it shall notify Willard in writing within fifteen (15) days of receipt of the certification.
 - f. Any statement required by Springfield with respect to any other matter determined by Springfield that is germane to administration of the Airport Zoning Law and the issuance of permits by Willard.
- 4. If either Willard or Springfield has questions as to whether or not the permit complies with the Airport Zoning Law Willard shall not issue the permit until a determination has been made as set forth below.
 - a. Upon notification by Springfield or Willard that there is a question concerning administration of the Airport Zoning Law, the parties shall discuss the matter and if both parties agree the matter shall be resolved as agreed to by the parties. If the parties cannot agree on a resolution, the matter shall be submitted to mediation before an outside mediator. If mediation fails and the parties agree, the matter shall be submitted to binding arbitration. In the event the matter is not resolved by arbitration or mediation, either party may request a declaratory judgment by the Circuit Court of Greene County, Missouri, to interpret and enforce the Airport Zoning Law or take such other action as authorized by law. The applicant shall be notified of any arbitration or mediation of the matter and may participate in any arbitration or mediation. If the applicant participates in any arbitration of the matter, the applicant shall be bound by such decision. Willard shall not issue the building permit in the Airport Zone until the parties agree to a resolution or the pending arbitration decision is final or a court has issued its final judgment in the declaratory judgment action.
- 5. Willard shall include in its City Code provisions that any permit issued in violation of the Airport Zoning Law is void. Willard shall also include in its City Code provisions that gives Willard the authority to issue stop work orders for any work that is being performed in violation of the Airport Zoning Law including other remedies to enforce the Airport Zoning Law as may be requested by Springfield.

6. If a permit has been issued in violation of the Airport Zoning Law Willard shall take immediate action to issue a stop work order under its Building Code, enjoin any violation of the Airport Zoning Law, or otherwise stop the violation.
 7. Upon completion of the work for which the permit has been issued, Willard shall inspect the work to determine that it has been built in accordance with the Airport Zoning Law. Willard shall certify to Springfield upon the completion and inspection of the work that it has been completed in accordance with the Airport Zoning Law.
 8. Willard stipulates that its failure to perform its permitting, compliance monitoring, enforcement, and abatement responsibilities under this agreement may cause irreparable harm for which there is no adequate remedy at law, and upon failure of Willard to act immediately upon Springfield's request to perform any of its responsibilities hereunder, officials of the City of Springfield shall be authorized to do all things necessary to abate in accordance with lawful procedures or enjoin the violation.
 9. If Springfield believes Willard is not properly enforcing the Airport Zoning Law, Springfield shall notify Willard in writing, specifying the alleged failure, and the parties shall meet to determine if the matter can be resolved. If the matter can not be resolved, Springfield shall be authorized to do all things necessary to abate or enjoin the violation.
- E. Willard shall keep records of all permits issued within the Airport Zone and inspection of the work.
- F. Nothing contained herein shall be construed to limit the right of any applicant to appeal any decision by Willard provided any appeal shall be made within thirty (30) days after notification of the decision. Any appeal or application to the Board of Adjustment with respect to the application of the Airport Zoning Law or Willard's City Code shall be made to the a Joint Board of Adjustment comprised of the City of Willard Board of Adjustment and the Springfield Board of Adjustment., upon such authorization being granted in the statutory amendment proposed in Exhibit 4. Willard shall modify its City Code and Zoning Ordinance to provide for such procedures. Springfield shall modify its Zoning Ordinance to grant authority to its Board of Adjustment concerning these matters.
- G. Additional Remedies.

Springfield, as owner of the airport, shall have authority to enforce the Airport Zoning Law against Willard, or any person violating the Airport Zoning Law by quo warranto, injunction, mandamus and declaratory judgment, and may include in such lawsuits officials or employees from Willard to the extent they are necessary parties, upon such authorization being granted in the statutory amendment proposed in Exhibit 4 provided

however this subsection shall not be construed to limit rights that Springfield has to enforce this agreement or its rights at common law.

SECTION 4. Utilities.

A. **Water.**

1. **City Utilities Existing Water Customers.** The Board of Public Utilities of City of Springfield (City Utilities), an administrative board of Springfield shall have the right to serve water customers within either of the Boundary Areas. City Utilities shall retain the right to continue to serve its existing water customers within both Boundary Areas. If any area within the Willard Boundary Area is hereafter annexed by Willard, City Utilities shall retain the right to continue to serve existing customers within such area, in accordance with the appropriate franchise agreements adopted by Willard.
2. **Willard Existing Water Customers.** Willard shall have the right to serve water customers within either of the Boundary Areas. Willard shall retain the right to continue to serve its existing water customers within the both Boundary Areas. If any area within the Springfield Boundary Area is hereafter annexed by Springfield, Willard shall retain the right to continue to serve existing customers within such area in accordance with the appropriate franchise agreements adopted by Springfield.
3. **Intent.** In the event any court or public agency having jurisdiction over water agreements in Missouri determines Subsection 4 A. (2) requires PSC approval under sections 247.172 or 394.312 RSMo., the provisions shall be null and void. Such provisions are severable from other provisions of this agreement. It is not the intent of the parties for the above provisions to displace competition.

B. **Sanitary Sewer Service.**

1. **Willard Existing Sewage Customers.** Willard shall not provide sanitary sewer service to any property that is located south or east of the Boundary Line within the Springfield Boundary Area shown on the Boundary Map except pursuant to a written agreement with Springfield.
2. **Springfield Existing Sewage Customers.** Springfield shall not provide any sanitary sewer service to any property that is located north or west of the Boundary Line within the Willard Boundary Area on the Boundary Map except pursuant to a written agreement with Willard.
3. **Right-of-Way Cooperation for Sewer Lines.** Willard shall cooperate with respect to the location of sewer lines by Springfield within the right-of-way on roads within the city limits of Willard by granting to Springfield the right to use such rights-of-ways on reasonable terms and conditions. Springfield shall only have the right to locate sewer lines within the Willard Boundary Area if necessary for the operation of the Springfield Publicly Owned Treatment Works as defined in the

Wastewater Contract dated ____ of ____ 2004, Springfield shall cooperate with respect to the location of sewer lines by Willard within the right-of-way on roads within the city limits of Springfield by granting to Willard the right to use such right-of-ways on reasonable terms and conditions. Willard shall only have the right to locate sewer lines within the Springfield Boundary Area if necessary for the operation of the Willard Sewer System.

SECTION 5. Performing Duties.

Springfield shall faithfully and punctually perform all duties with respect to this agreement as required by the Constitution and Laws of the State and the ordinances of Springfield. Willard shall faithfully and punctually perform all duties with respect to this agreement as required by the Constitution and Laws of the State and the ordinances of Springfield.

SECTION 6. Modification.

Except as herein provided, this Contract may not be changed or modified except upon mutual consent in writing approved by the governing bodies of both Willard and Springfield. Such change or modification may be requested by either party, in which event a meeting of the representatives of both parties shall be held within sixty (60) days after giving them a written notice, at which meeting the requested changes or modifications shall be considered and discussed.

SECTION 7. Severability.

If any provision of this Contract shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Contract, and this Contract shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein, unless such invalid or unenforceable provision was an essential basis upon which a party entered into this Contract.

SECTION 8. Execution of Documents.

This Contract shall be executed in four (4) or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all deeds, documents or other instruments, and take such other action as is necessary to give effect to the terms of this Contract.

SECTION 9. Waiver.

No waiver by either party of any term or condition of this Contract shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsequent paragraph, clause, phrase, or other provision of this Contract.

SECTION 10. Entirety.

This Contract merges and supercedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof, and constitutes the entire agreement between the parties hereto in respect thereof, save and except the Wastewater Agreement and any amendments thereto, and the Settlement Agreement approved by Willard and Springfield on the ___ day of December ___, 2007.

SECTION 11. Dispute Resolution.

Upon notification by Springfield or Willard that there is an alleged violation of this agreement or question of interpretation concerning any other matter not covered by specific dispute resolution provisions herein, notice shall be sent by Willard or Springfield stating the matter the alleged violation or question. The parties shall meet and discuss the matter within thirty (30) days. If the parties cannot agree on a resolution, the matter shall be submitted to mediation before an outside mediator. If mediation fails and the parties agree, the matter shall be submitted to binding arbitration. In the event the matter is not resolved by arbitration or mediation, either party may request a declaratory judgment by the Circuit Court of Greene County, Missouri, to interpret and enforce this agreement or take such other action as authorized by law.


SECTION 12. Effective Date.

This contract shall be effective upon approval by both the City Council of the City of Springfield and the Board of Aldermen of the City of Willard and the execution of this agreement by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of Springfield by its City Manager and attested to by the City Clerk, and on behalf of Willard by its Mayor and/or their designees at the dates shown respectively.

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CITY OF SPRINGFIELD, MISSOURI

By: 
Bob Curley, City Manager


Date: 1-14-08

CITY OF WILLARD, MISSOURI

By: 
Janie Schoof, Mayor


Date: _____

Approved as to Form:


Special Council
to City Attorney, City of Springfield

Date: _____

Approved as to Form:


City Attorney, City of Willard

Date: 1/14/08

**LIST OF EXHIBITS TO
BOUNDARY
AGREEMENT**

Exhibit No. 1 - Description of the Boundary Line.

Exhibit No. 2 - Boundary Map.

Exhibit No. 3 - Airport Zones at the Springfield-Branson National Airport.

Exhibit No. 4 - Proposed Amendment to State Airport Zoning Law.

Exhibit No. 5 - Airport Zoning Law

Exhibit No. 6 - Willard Service Area - The area from which Springfield will treat sewerage from the Willard Sewer System also described in Exhibit A attached to the Wastewater Contract dated April 15, 2004, between Springfield and Willard as amended.

Exhibit No. 7 - Certification Form

EXHIBIT 1
BOUNDARY LINE

Description of line of agreement between the Cities of Springfield and Willard, Missouri.

Commencing at the point of intersection of the centerline of the Sac River and the Greene/Lawrence County lines, said point being the northern most point of a parcel of land touching the County Line and recorded in Book 2740 page 1070 of the Greene County Recorders office; thence north along the County line, also being the west line of Section 6 Township 29 North Range 24 West to a point 1,082 feet north of the centerline of the Sac River along the County line as the point of beginning. Leaving the County line, thence eastward to the north rights-of-way of Farm Road 17 located north of the Sac River and west of Highway F; thence continue eastward with the north rights-of-way of Farm Road 17 to Highway F; crossing Highway F to the north rights-of-way of Highway F; thence continuing eastward with the north rights-of-way of State Highway F, crossing Farm Road 35, Farm Road 39, Farm Road 47, Farm Road 59, to a point on the north rights-of-way of State Highway F and a parcel of land recorded in Book 2622 page 0443 of the Greene County Recorders Office, located in the Southwest 1/4 of Section 2, Township 29 North, Range 24 West said point being 810 feet east of the east rights-of-way of Farm Road 59, thence leaving the north rights-of-way of State Highway F, thence south crossing the rights-of-way of State Highway F to the south rights-of-way of State Highway F and the north line of a parcel owned by James L. Squibb (parcel # 881502100005); thence continue south along this route 2,476 feet to a point; thence South 45 degrees East a distance of one rod; thence eastward crossing another James L. Squibb parcel (parcel # 881501202042) and the Bois d'Arc school parcel (parcel # 881501202007) to the extended south rights-of-way of Farm Road 63; thence continue eastward with the with the south rights-of-way of Farm Road 63 to a point where Farm Road 63 joins State Highway T; thence continue eastward with the south rights-of-way of State Highway T crossing Farm Road 71, now leaving the south rights-of-way of State Highway T, continue on the same east/west line to the south rights-of-way of the Burlington Northern Santa Fe Railroad (formally the Frisco Railway Company); thence continue southeastward with the south rights-of-way of the Burlington Northern Santa Fe Railroad rights-of-way crossing the rights-of-way of Farm Road 75, Farm Road 81, State Highway EE, Farm Road 89, Farm Road 93, Farm Road 124, Farm Road 97, State Highway AB to the point of intersection of the city limits of Springfield as described in general ordinance # 5566 and general ordinance # 5587 and effective 20 July, 2006, said point being located on the south rights-of-way of the Burlington Northern Santa Fe Railroad; now leaving the south rights-of-way of the Burlington Northern Santa Fe Railroad, and point being of the west line of northeast quarter of Section 14, Township 29 North Range 23 West; thence north with the west line of the east half of Sections 14, 11, and 2 of Township 29 North Range 23 West to the north rights-of-way of State Highway EE; thence east with the north rights-of-way of State Highway EE to the east rights-of-way of Farm Road 103; thence north with the east rights-of-way of Farm Road 103 to the north line of a parcel recorded in Book 2562 page 1948, now leaving the rights-of-way of Farm Road 103; thence east with the north line of the parcel recorded in Book 2562 page 1948 to the northern northeastern corner of this parcel, thence continue east along the same course but now along the northern line of Frances Curtis parcel (Parcel # 881402100018) to its northeastern intersection with the eastern most west line of a parcel recorded in Book 2562 page 1948; thence

north with the eastern most west line of the above cited parcel and the west line of a parcel recorded in Book 1617 page 662 to the south rights-of-way of Farm Road 94; thence east with the south rights-of-way of Farm Road 94 to the intersection of the southwest rights-of-way of US 160; thence southeasterly with the south and west rights-of-way of US 160 crossing Farm Road 115, and continuing to the extended intersection of the eastern rights-of-way of Farm Road 123 (also known as Westgate Ave - said intersection is where US 160 and Farm Roads 106 and Farm Road 123 meet); thence north with the extended and east rights-of-way of Farm Road 123 to the point of intersection of the southern north line of a parcel recorded in Book 1420 page 69; thence east with the southern north line of this cited parcel to the eastern west line of this parcel; thence north with the eastern west line of this parcel to the south rights-of-way of Farm Road 102; thence east with the south rights-of-way of Farm Road 102 to a point of intersection of an extended western line of a parcel of land recorded in Book 2989 page 2677; now leaving the south rights-of-way of Farm Road 102, thence with the extended and west line of the above cited parcel north to the south rights-of-way of Farm Road 127; now crossing the rights-of-way of Farm Road 127 to the north rights-of-way of Farm Road 127; thence west and north with the north and east rights-of-way of Farm Road 127 to the intersection of the south rights-of-way of Farm Road 94; thence east with the south rights-of-way of Farm Road 94 to point of intersection of the extended west rights-of-way of Farm Road 129; thence north with the extended rights-of-way and west rights-of-way of Farm Road 129, crossing Farm Road 92, Farm Road 88, the centerline of the South Dry Sac River, Farm Road 72, to the south rights-of-way of State Highway O; thence westward with the south rights-of-way of State Highway O, crossing Farm Road 127 Farm Road 125, State Highway HH, Farm Road 117, to the centerline of the Little Sac River; now leaving the south rights-of-way of Highway O and along the centerline of the Little Sac River, thence northward and downstream with the centerline of the Little Sac River to a point of intersection of the crest line of a ridge, as shown on USGS Contour Maps and the ridgeline is located in the north half of a parcel owned by James Treeze (parcel # 880819400008); thence continue northwest with the ridgeline through a parcel # 8808192000025 parcel # 880819300018, through parcel recorded in book 2004 page 070792-04, through parcel recorded in book 2004 page 043284-04, through a parcel recorded in book 2005 page 047010-05; thence crossing Farm Road 74; and continuing along the ridge line or basin boundary line of the Little Sac River through a parcel recorded in book 2004 page 065380-04, through a parcel recorded in book 2296 page 0154, now through a parcel owned by Lonnie Lee (parcel # 880819200028), continuing with ridge line now within a parcel recorded in book 2006 page 040232-06, now the ridgeline turns slightly northeastward and then sharply westward in a parcel recorded in book 2086 page 0968; now the ridgeline crosses Farm Road 105 and turns sharply northwestward through a parcel recorded in book 2080 page 0415, the ridgeline continues northwestward then turns westward in a parcel recorded in book 2005 page 065747-05; now the ridgeline continues westward and turns northward in a parcel recorded in book 2003 page 067200-03; now crossing Farm Road 64; the ridgeline now is northward in parcel recorded in book 1767 page 1302; thence continuing north with the ridgeline through parcel recorded in book 2255 page 1999; now crossing Farm Road 60; thence northward through a parcel recorded in book 2458 page 1090, through a parcel owned by Micheal Reighard (parcel # 880712300028); thence northwesterly with ridgeline through a parcel recorded in Book 2634 page 0230; thence northwesterly with ridgeline through Donald Tucker's parcel (parcel # 880712200002); now crossing Farm Road 54; thence continuing northwesterly through a parcel recorded in Book 2368

page 2225; thence northwesterly continuing to follow the ridge line of the Little Sac River through a parcel recorded in Book 2004 page 053813-04; thence northwesterly through a parcel recorded in Book 2543 page 0553; thence continuing northwesterly through a parcel recorded in Book 2543 page 0556; thence northwesterly into a parcel recorded in Book 2313 page 0172; now crossing State Highway Z; thence northwesterly into a parcel recorded in Book 2543 page 0547; thence turning north and northeasterly with the ridge line of Little Sac River into a parcel recorded in Book 2543 page 0547 (two parcels with same recording data); thence northeasterly with the ridge line through a parcel recorded in Book 2543 page 0544; now crossing Farm Road 42 and west of State Highway Z; thence northerly through a parcel recorded in Book 2767 page 0744; thence north through Ross Hill Cemetery a parcel recorded in Book page 0890; now crossing Farm Road 34; thence northeasterly with the drainage ridgeline of the Little Sac River through a parcel recorded in Book 1799 page 0836; thence northeast with the ridgeline to a point on the west rights-of-way of State Highway Z, said point is 460 feet south of the intersection of Farm Road 30 and the west rights-of-way of State Highway Z; thence northward with the west rights of State Highway Z; now crossing Farm Road 22, State Highway BB, and ending at the point of intersection of the west rights-of-way of State Highway Z and the Greene/Polk County line, said point is located in the northwest 1/4 of section 14, Township 31 North, Range 23 West and is the north easternmost point of a parcel recorded in Book 2239, page 2014.

Boundary Map - Exhibit 2

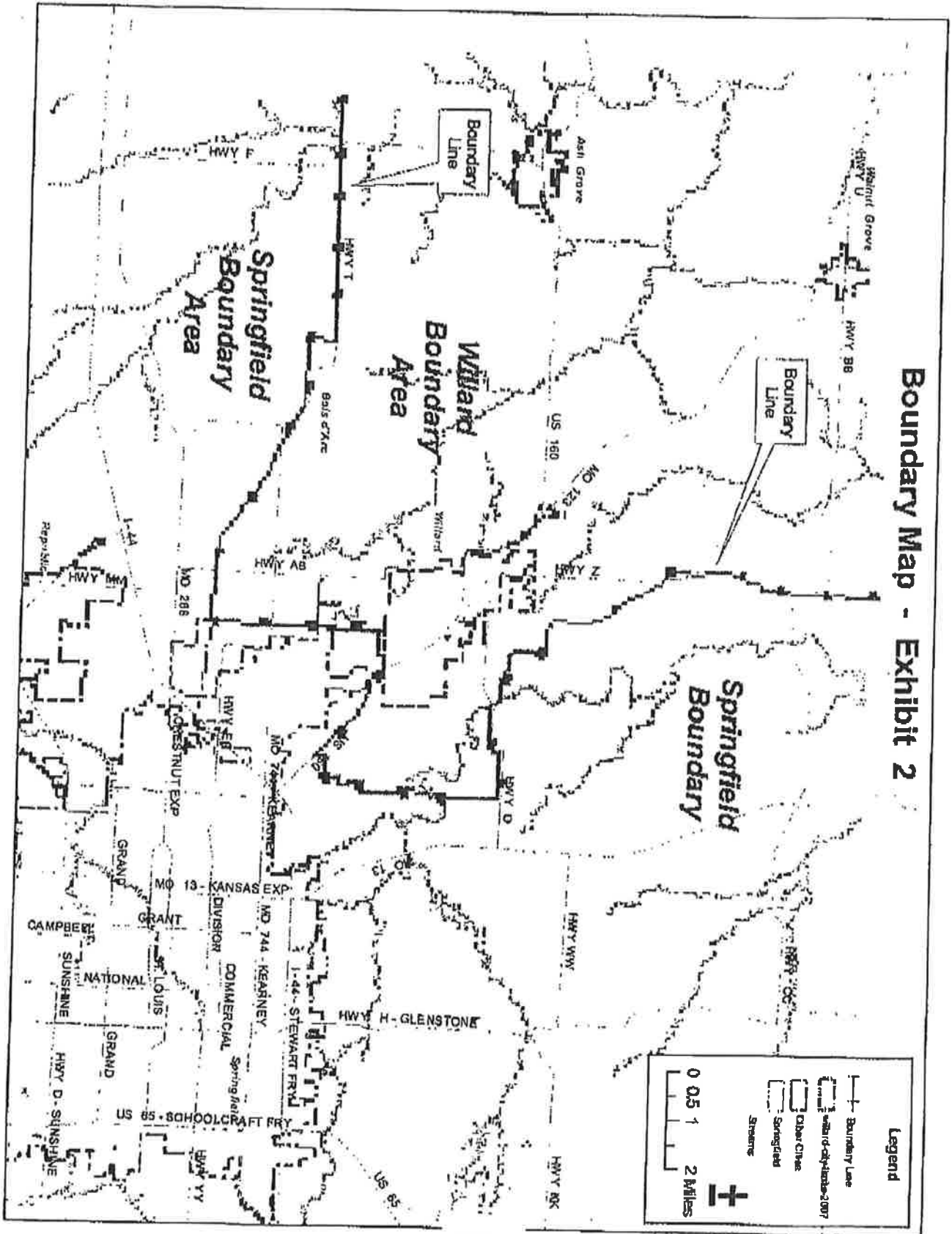


EXHIBIT NO. 4
AMENDMENT TO STATE AIRPORT ZONING LAW

305.410. Annexation of land within airport zone prohibited, exception (Greene County)

Notwithstanding any other law to the contrary, annexation of land located within an airport zone by any city, town or village other than the municipality which owns the airport is prohibited, nor shall any areas be incorporated in such airport zones unless the municipality that owns the airport has entered into an agreement pursuant to section 70.220 with a city, town or village that has adopted the airport zoning ordinance of the municipality owning the airport and agrees to enforce and administer such zoning. Any city, town or village, including its officers or employees, that has agreed to enforce and administer the the airport zoning ordinance of the municipality that owns the airport who fails to enforce or administer the airport zoning ordinance or the terms of an agreement for enforcement and administration shall be subject to injunction, quo warranto, mandamus or the remedies set forth in the agreement. If the city, town or village fails to enforce the airport zoning law of the municipality as agreed to with the municipality owning the airport, the municipality owning the airport shall in addition to all other remedies in this section have the right to enforce against the person who is in violation by injunction or declaratory judgment.

Notwithstanding any other law to the contrary the powers of the board of adjustment under section 89.080 may be vested in a board of adjustment consisting of members of the municipality that own the airport and members from the city, town or village that annexes land within the airport zone in accordance with an agreement to enforce and administer the zoning set forth in 305.405 and the airport zoning of the municipality that owns the airport. Notwithstanding any other law to the contrary the concurring vote of eight members of the board shall be necessary to reverse any order, requirement, decision, or determination of any such administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under any such ordinance or to effect any variation in such ordinance.

89.080. Board of adjustment--appointment--term--vacancies--meetings
Such local legislative body shall provide for the appointment of a board of adjustment, and in the regulations and restrictions adopted pursuant to the authority of sections 89.010 to 89.140 may provide that the board of adjustment may determine and vary their application in harmony with their general purpose and intent and in accordance with general or specific rules therein contained. The board of adjustment shall consist of five members, who shall be residents of the municipality except as provided for in 305.410. The membership of the first board appointed shall serve respectively, one for one year, one for two years, one for three years, one for four years, and one for five years. Thereafter members shall be appointed for terms of five years each. Three alternate members may be appointed to serve in the absence of or the disqualification of the

regular members. All members and alternates shall be removable for cause by the appointing authority upon written charges and after public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. The board shall elect its own chairman who shall serve for one year. The board shall adopt rules in accordance with the provisions of any ordinance adopted pursuant to sections 89.010 to 89.140. Meetings of the board shall be held at the call of the chairman and at such other times as the board may determine. Such chairman, or in his absence the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings of the board shall be open to the public. The board shall keep minutes of its proceedings, showing the vote of each member upon question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall be a public record. All testimony, objections thereto and rulings thereon, shall be taken down by a reporter employed by the board for that purpose

V.A.M.S. 89.080

89.090. Board of adjustment--powers

1. The board of adjustment shall have the following powers:

(1) To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of sections 89.010 to 89.140 or of any ordinance adopted pursuant to such sections [FN1];

(2) To hear and decide all matters referred to it or upon which it is required to pass under such ordinance;

(3) In passing upon appeals, where there are practical difficulties or unnecessary hardship in the way of carrying out the strict letter of such ordinance, to vary or modify the application of any of the regulations or provisions of such ordinance relating to the construction or alteration of buildings or structures or the use of land so that the spirit of the ordinance shall be observed, public safety and welfare secured and substantial justice done, provided that, in any city with a population of three hundred fifty thousand or more inhabitants which is located in more than one county, the board of adjustment shall not have the power to vary or modify any ordinance relating to the use of land.

2. In exercising the above-mentioned powers such board may, in conformity with the provisions of sections 89.010 to 89.140, reverse or affirm wholly or partly, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as ought to be made and to that end shall have all the powers of the officer from whom the appeal is taken. The concurring vote of four members of the board shall be necessary to reverse any order, requirement, decision, or determination of any such administrative official, or to decide in favor of the

applicant on any matter upon which it is required to pass under any such ordinance or to effect any variation in such ordinance except as provided in 305.410.

**AMENDED EXHIBIT 5
AIRPORT ZONING LAW**

Section 4-2600. AO - Airport Overlay Districts

4-2601. **Purpose.** The Airport Overlay Zoning Districts are intended to regulate the development of noise-sensitive land uses, to promote compatibility between the Springfield-Branson National Airport and the surrounding land uses, to protect the Springfield-Branson National Airport from incompatible development and to promote the health, safety, and general welfare of property users.

4-2602. **Airport Overlay Zoning Districts.** The Airport Overlay Zoning Districts shall be known and designated as AO-1 and AO-2 and shall be shown on the *Official Zoning Map*.

4-2603. **Overlay Districts Boundaries.**

A. The AO district boundaries shall include:

1. AO-1 district: all areas within two-thousand (2,000) feet of any airport runway centerline extending out ten-thousand (10,000) feet from both ends of any airport runway
2. AO-2 district: all areas encompassing the airport zones defined in the *Airport Zoning Law, Rev. Mo. Stat. Chapter 305*, defined as follows:

Beginning at a point on the end of any runway and on the centerline of the runway; thence to the right a distance of five-hundred (500) feet on a course perpendicular to said centerline to a point; thence to a point two-thousand (2,000) feet to the right of and perpendicular to the centerline extended which point is directly opposite a point ten-thousand (10,000) feet from the end of the runway on the said centerline extended away from the runway; thence to a point two-thousand (2,000) feet to the left of and perpendicular to the centerline extended which point is directly opposite a point ten-thousand (10,000) feet from the end of the runway on the said centerline extended away from the runway; thence to a point five-hundred (500) feet to the left of the point of beginning and perpendicular to the said centerline; thence to the point of beginning.

B. The bearings for the centerlines of the runways and the end of the runways identified below are shown on the 2007 Airport Layout Plan that is currently under review with the Central Division of the Federal Aviation Administration a copy of which is on file at the office of the

Director of Aviation for the Springfield-Branson National Airport. The reference point for the centerline and end of each runway shall be:

1. Latitude/Longitude Spatial Coordinate System

	Latitude	Longitude
a. Runway 02:	37° 13' 59.178"	93° 23' 25.807"
b. Runway 02L:	37° 14' 17.520"	93° 24' 23.215"
c. Runway 20:	37° 15' 12.642"	93° 22' 49.073"
d. Runway 20R:	37° 15' 49.322"	93° 23' 37.327"
e. Runway 14:	37° 15' 18.871"	93° 24' 01.831"
f. Runway 32:	37° 14' 16.736"	93° 23' 00.634"

2. Missouri State Plane Coordinate System

	Easting	Northing
a. Runway 02:	X = 1381214.6944	Y = 510834.8577
b. Runway 02L:	X = 1376608.4014	Y = 512722.9890
c. Runway 20:	X = 1384272.8939	Y = 518223.9910
d. Runway 20R:	X = 1380407.4785	Y = 521973.2329
e. Runway 14:	X = 1378396.5476	Y = 518911.9993
f. Runway 32:	X = 1383286.0121	Y = 512579.7662

4-2604. Split-Zoned Tracts and Structures.

- A. Where a part of a tract of land lies within an Airport Overlay Zoning District, the district requirements shall only apply within the part of the tract located in the district. The AO-2 district shall take precedence over the AO-1 district.
- B. A structure which is located partly within an Airport Overlay Zoning District and partly outside shall be considered to be entirely within an Airport Overlay Zoning District. The AO-2 district shall take precedence over the AO-1 district.

4-2605. Allowed Uses.

- A. Within the Airport Overlay Zoning Districts as defined herein, no land shall be used and no structure or other object shall hereafter be created, altered, converted, or modified other than for those compatible land uses permitted by the underlying zoning districts.
1. The following land uses are prohibited in the AO-1 district, regardless of underlying zoning district, except as modified by the AO-2 district.
- a. Residential:
 - Single-family residential, including mobile homes
 - Two-family, town houses and multi-family residential
 - Manufactured housing developments
 - Rooming, boarding & lodging houses
 - b. Public Use:
 - Schools/colleges
 - Hospitals/clinics
 - Churches, auditoriums, and concert halls
 - Community Center
 - Day Care Center/preschool
 - Libraries/museums
 - Group Homes
 - Day Care Homes
 - c. Recreational:
 - Outdoor carnival/circus
 - Playfield/stadium
 - Drive-In Theater

2. In the AO-2, no dwellings shall be permitted to be constructed or enlarged other than single-family dwellings, including manufactured homes, each of which shall be on a lot or parcel of land of ten (10) acres or more. When these uses are allowed within the AO-2 district, measures to achieve outdoor to indoor Noise Level Reduction (NLR) as outlined in *Subsection 4-2608* are required. If a lot of less than ten (10) acres lawfully existed at the effective date of this Article, a single-family dwelling or manufactured home may be placed or enlarged on the lot provided: a) an aviation easement has been granted by the City, and b) outdoor to indoor Noise Level Reduction (NLS) as outlined in *Subsection 4-2608* is installed in the dwelling unit or the addition to the dwelling unit as a part of the construction.

2. The following land uses are prohibited in the AO-2 district, regardless of underlying zoning district:

a. Hotels and motels

B. *Subsection 4-2605* does not apply to property within the official boundaries of the Springfield-Branson National Airport.

4-2606. Additional Land Use Regulations.

A. When a subdivision plat or building permit is required for any property within an Airport Overlay Zoning District the property owner shall dedicate an aviation easement to the City over and across that property. This easement shall establish a height restriction on the use of the property and hold the public harmless from any damages caused by noise, vibration, fumes, dust, fuel, fuel particles, or other effects that may be caused by the operation of aircraft taking off, landing, or operating on or near Springfield-Branson National Airport.

B. Notwithstanding any other provisions of this Article or other section of the *Springfield City Code*, no use may be made of land, water, or structures within any zoning district established by this Article in such a manner as to create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, or result in glare in the eyes of pilots using the airport; impair visibility in the vicinity of the airport; create bird strike hazards, or otherwise in any way endanger or interfere with the landing, taking off, or flight operations of aircraft utilizing the airport.

C. No building or structure shall be constructed nor shall any landscaping growth be maintained which exceeds fifty (50) feet in height in an Airport Overlay Zoning District.

4-2607. Certification of Plans.

- A. The Director of Building Development Services shall not issue a building permit for any structure within the zones set forth in *Subsections 4-2602 and 4-2603* unless the plans and specifications accompanying the application for said building permit have been certified by a Registered Professional Engineer or Registered Professional Architect in the State of Missouri as meeting the Noise Level Reduction (NLR) standards specified in *Subsection 4-2608*.
- B. The Registered Professional Architect or Engineer must certify that said plans and specifications shall reduce the noise impact from outdoor to indoor noise level, at least the minimum specified in this *Section*, using commonly accepted engineering and architectural acoustical practices.

4-2608. **Noise Level Reduction (NLR) Standards.**

- A. In an Airport Overlay Zoning District, allowed land uses shall meet minimum construction standards to achieve a minimum outdoor to indoor NLR of thirty (30) decibels. The Director of Building Development Services shall establish rules for how to determine if construction standards will achieve a minimum outdoor to indoor NLR of thirty decibels which shall be filed with the City Clerk.
- B. The required minimum NLR applies to all portions of a structure where the public is received, office areas, public assembly rooms, sleeping areas, noise sensitive areas, or where the normal noise level is low.

New Definitions.

Airport Runway: A surface used for landing or taking off of aircraft which is shown on a duly adopted airport master plan of the City of Springfield and includes all such runways shown thereon, whether existing or proposed, including extension of such runways.

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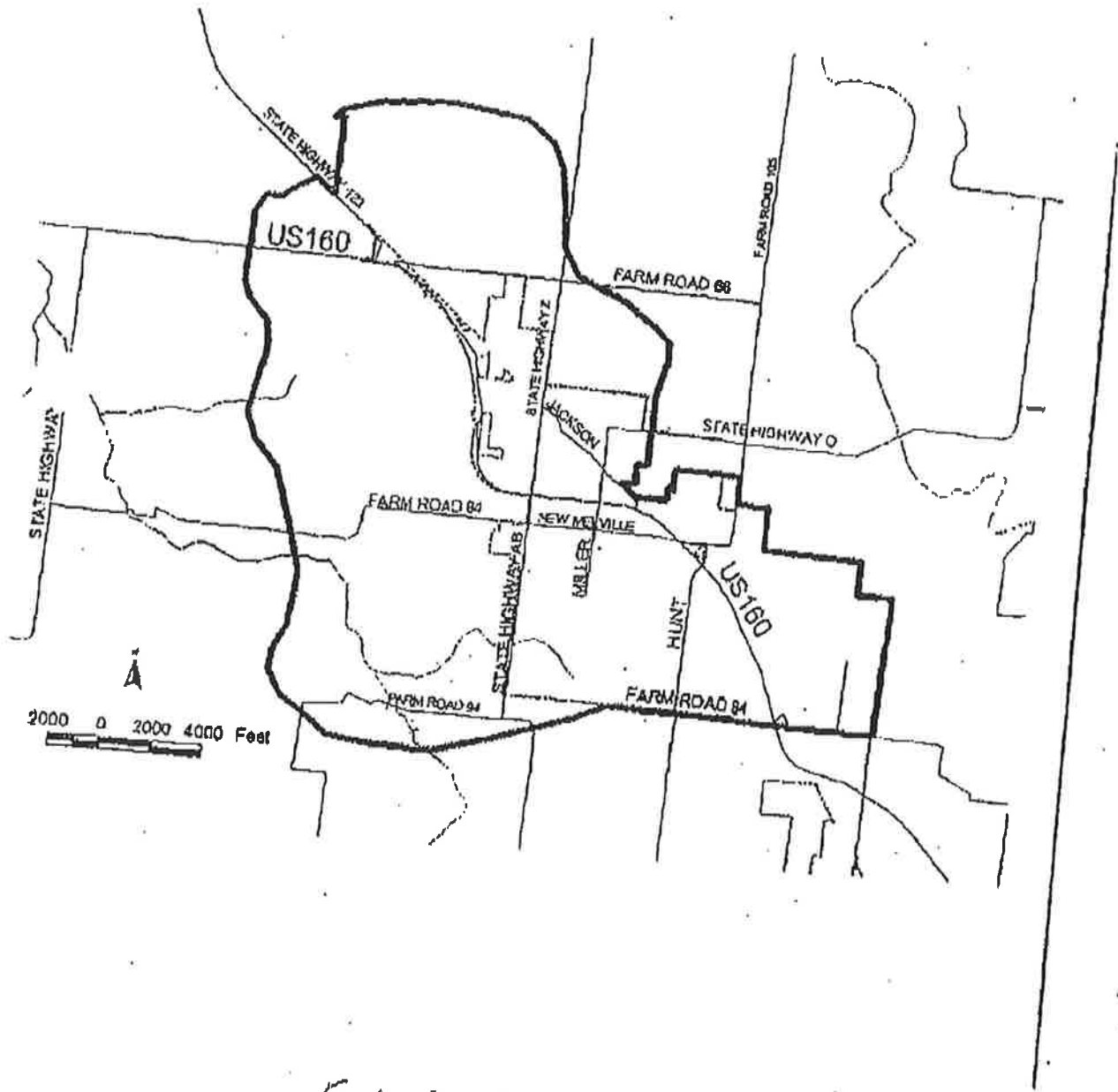


EXHIBIT 6

076

CERTIFICATE OF COMPLIANCE

EXHIBIT 7

I, _____, the building code inspector for the City of Willard do hereby certify to the City of Springfield the following statements:

1. That the height of any building shown on the application for the building permit is does not exceed _____ feet and does not violate the Airport Zoning Laws.
2. That the statement of the use for the property as shown on the building permit is for _____ and does not violate the Airport Zoning Laws.
3. That the application for a building permit shows that the building or structure will contain soundproofing as required by the Airport Zoning Laws.
4. That the owner of the property where the building or structure will be built has executed an easement/restriction on a form approved by the City of Springfield which is attached and submitted to Springfield for approval and recording prior to the issuance of the building permit.

I understand that this certification will be relied upon by City of Springfield and under my hand I hereby give this certificate and declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete.

Building Code Inspector

EXHIBIT C

MUTUAL AID AND ASSISTANCE AGREEMENT

This Agreement ("Agreement") is made and entered into by the City of Springfield ("Springfield") and the City of Willard (herein referred to as "Willard"), a municipal corporation, to provide mutual assistance in times of emergency; and to provide reimbursement for equipment, supplies and personnel made available on an emergency basis.

Article VI, Section 16 of the Constitution of the State of Missouri and Missouri Revised Statutes Section 70.220 authorize one or more political subdivision of the state to contract for the cooperative performance of any governmental service, activity or undertaking which each political subdivision is authorized by law to perform.

Ensuring that wastewater systems provide and maintain their services effectively promotes the safety, health and welfare of the residents and visitors and is a fundamental function of government.

In consideration of the mutual covenants and agreements set forth herein, the parties agree to provide mutual assistance to one another in times of emergency as follows:

ARTICLE I PURPOSE

Purpose. Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, materials and supplies, the undersigned hereby establish this Mutual Aid and Assistance Agreement. Under this Agreement, Springfield and Willard agree to, when deemed appropriate by both parties, coordinate response activities and share resources during an emergency affecting the wastewater system of either Party. This Agreement sets forth the procedures and standards for administering such aid in times of emergency and for the responding party to recover costs associated with their response.

ARTICLE II DEFINITIONS

- 2.1 Agreement means this Mutual Aid and Assistance Agreement, including all amendments and addendums thereto.
- 2.2 Authorized Official means an employee, officer, or designee of the party that is authorized to request assistance; offer assistance; refuse to offer assistance or withdraw assistance under this Agreement.
- 2.3 Effective Date means the date established in accordance with Section 9.1.
- 2.4 Emergency means any occurrence that is or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of the party to fully manage and mitigate internally. An emergency need not be declared pursuant to Mo. Rev. Stat. §44.010-44.130 to be an Emergency under this Agreement.

- 2.5 Period of Assistance means a specified period of time when the Responding Party assists the Requesting Party. The period commences when personnel, equipment, or supplies depart from Responding Party's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an Emergency.
- 2.6 Requesting Party means the party who requests aid or assistance under this Agreement.
- 2.7 Responding Party means the party that responds to a request for aid or assistance under this Agreement.

ARTICLE III RESPONSIBILITIES OF THE PARTIES

- 3.1 Authorized Official and Contact Information. Parties shall identify an Authorized Official and alternates and shall provide contact information including 24-hour access information. This information should be updated as needed to ensure that it is current and will be included on Springfield's quarterly wastewater billing and Willard's annual report as required by Section 312 of the wastewater service contract.

ARTICLE IV REQUEST FOR ASSISTANCE

- 4.1 Party Request. In the event of an Emergency, a Party's Authorized Official may request mutual aid and assistance for its wastewater system from the other Party. Requests for assistance may be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall be prepared in writing and forwarded to the Requesting Party as soon as practicable, but in no event later than 3 days after the initial request. Requests for assistance shall be directed to the Authorized Official of the other Party.

When making a Request for Assistance, the Party shall provide the following information:

- a. A general description of the assistance needed;
- b. The part of the wastewater system for which assistance is needed;
- c. The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
- d. A specific time and place for a representative of the Requesting Party to meet the personnel and equipment of the Responding Party; and
- e. A description of work conditions and special constraints such as availability of fuel, supplies, lodging/meal support, medical facilities, security, communications, etc.

- 4.2 Response to a Request for Assistance. After a Party receives a Request for Assistance, the Authorized Official shall evaluate whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Party whether it will provide the requested assistance.

If the Party is willing and able to provide assistance, the Party shall provide the following information to the Authorized Official of the Requesting Party:

- a. A description of the personnel, equipment and materials available to respond;
 - b. The estimated length of time the personnel, equipment and materials will be available;
 - c. The name of the person or persons to be designated as supervisory personnel; and
 - d. The estimated time when the assistance can arrive at the location designated by the Authorized Official of the Requesting Member.
- 4.3 Discretion of Responding Party's Authorized Official. Execution of this Agreement does not create any duty to respond to a Request for Assistance. When a party receives a Request for Assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. The decision of a Party's Authorized Official on the availability of resources shall be final.

ARTICLE V RESPONDING PARTY PERSONNEL

- 5.1 Personnel. During the period of Assistance, employees of a Party remain employees of that Party. Personnel sent by a Responding Party shall remain under the direct supervision of the Responding Party.
- 5.2 Status. To the extent provided by law, whenever the Responding Party's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of the Responding Party.
- 5.3 Right to Withdraw. The Responding Party's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason at the Responding Party's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Party's Authorized Official as soon as practicable under the circumstances.

ARTICLE VI
COSTS OF RESPONSE AND COST REIMBURSEMENT

- 6.1 Cost Reimbursement to Responding Party. Unless otherwise mutually agreed in whole or in part, the Requesting Party shall reimburse the Responding Member for the categories of costs listed in Section 6.2 to 6.4 incurred during the specified Period of Assistance. The Responding Party shall track, record and submit its costs incurred during the specified Period of Assistance as provided in Sections 6.2 to 6.4.
- 6.2 Personnel Costs. The Responding Party's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Responding Party's personnel costs shall include the base salaries and overhead costs of responding personnel.
- 6.3 Equipment and Equipment Costs. Responding Party's costs for equipment used during the specified Period of Assistance shall include, but not be limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading and/or unloading of loaned equipment. If Responding Party equipment is loaned to the Requesting Party, all equipment shall be returned to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. Requesting Party must reimburse Responding Party for any damages to equipment.
- 6.4 Costs for Materials and Supplies. Responding party's cost for expendable or nonreturnable materials and supplies shall be based on in kind or actual replacement costs, plus handling charges.
- 6.5 Payment Period for Cost Reimbursement. Responding Party will provide an itemized bill to the Requesting Party for all expenses incurred by the Responding Party while providing assistance under this Agreement. The Requesting Party must pay the bill in full within 60 days following the billing date. The Requesting Party may request additional periods of time within which to pay the itemized bill, and Responding Party shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Party.

ARTICLE VII
RISK ALLOCATION

- 7.1 Immunity. All parties are governmental entities entitled to governmental immunities under law, including but not limited to Section 537.600 Rev. Stat. Mo. Nothing contained herein shall waive the rights and defenses to which each party may be entitled under law, including but not limited to all of the immunities, limitations, and defenses under Section 537.600 Rev. Stat. Mo, or any subsequent amendments thereof.
- 7.2 Party Responsible for Own Actions. Each Party shall bear the risk of its own actions, as it does with its day-to-day operations.

- 7.3 Employee Claims. The employees of a Responding or Requesting Party shall be covered by his or her employing Party for purposes of workers' compensation, unemployment insurance, and benefits under Chapter 287 Rev. Stat. Mo. regardless of whether the Party employer is a Responding or Requesting Party.
- 7.4 Insurance. Parties shall maintain insurance policies or maintain self-insurance programs that cover activities that it may undertake by virtue of this Agreement.
- 7.5 Survival of Obligations. The obligations set forth in this Article VII shall survive the termination or expiration of this Agreement.

ARTICLE VIII DISPUTES

- 8.1 Disputes. If any controversy or claim arises out of, or relates to, the execution of this Agreement, including, but not limited to, alleged breach of the Agreement, the disputing Parties shall attempt to resolve the dispute by negotiation.

ARTICLE IX EFFECTIVE DATE; MODIFICATION; TERMINATION

- 9.1 Effective Date. This Agreement shall be effective upon the date signed by the last party to this agreement.
- 9.2 Initial Term of Agreement; Renewal. The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement.
- 9.3 Termination. Either Party may terminate this Agreement at any time, for any reason, by providing written notice to the other Party.
- 9.4 Effect of Termination. A Party's voluntary termination of this Agreement shall not affect in any way any liabilities or obligations incurred under the terms of this Agreement, including, but not limited to, a Party's duty to reimburse a Responding Party for costs incurred during a Period of Assistance.

ARTICLE X MISCELLANEOUS

- 10.1 Prior Agreements. The terms of this Agreement shall supersede all prior agreements related to the requesting or providing of assistance for wastewater systems to the extent that such prior agreements are inconsistent with this Agreement.
- 10.2 Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity

of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the invalid term or provision.

- 10.3 Waiver. Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.
- 10.4 Interpretation. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Missouri.
- 10.5 Non-Discrimination. No Party will discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out this Agreement.
- 10.6 Compliance with Laws; Jurisdiction; Applicable Law. Each Party will comply with all applicable federal, state and local laws, rules and regulations without limitation to those designated within this Agreement. This Agreement and every question arising hereunder shall be governed by and construed in accordance with the laws of the State of Missouri. Should any part of this Agreement be litigated, venue shall only be proper in the Circuit Court of Greene County, Missouri.
- 10.7 Headings. The headings of various articles and sections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.
- 10.8 Prohibition on Third-Parties and Assignment of Rights/Duties. This Agreement is for the sole benefit of the Parties hereto and no other person or entity has any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and without effect.
- 10.9 No Authority to Bind other Parties. No Party to this Agreement has the authority to enter into contracts or agreements on behalf of another Party to this Agreement. This Agreement does not create a partnership between the Parties, and nothing contained herein shall be interpreted to create an employer-employee, master-servant, joint venture, or principal-agent relationship between the Parties in any respect.
- 10.10 Execution of Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto were upon the same instrument.
- 10.11 Entire Agreement. This document constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement will not be modified, amended, or altered except through a written amendment approved by all Parties.

CITY OF WILLARD, MISSOURI

CITY OF SPRINGFIELD, MISSOURI

By _____
City Administrator
City of Willard

By _____
City Manager
City of Springfield

Date: _____

Date: _____

ATTEST:

ATTEST:

City Clerk

City Clerk

Date: _____

Date: _____

Approved as to Form: _____ City Attorney or designee, Willard

Approved as to Form: _____ City Attorney or designee, Springfield

Contract No: _____

CITY OF WILLARD, MISSOURI

224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



Agenda Item# 8

Ordinance amending Section 130.040 Purchasing Policies. (1st & 2nd Read) Discussion/Vote.

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Chapter 130. Finance and Taxation

Article I. Purchasing Agent and Purchasing Procedures

Section 130.040. Internal Procedures — Purchasing Policies.

[Ord. No. 830808 §5, 8-8-1983; Ord. No. 070910G §1, 9-10-2007]

- A. *Purchases Up To \$1,000.00.* Each department head may make necessary purchases of up to one thousand dollars (\$1,000.00) so long as there are adequate funds in their budget to make those purchases.
- B. *Purchases Of \$1,000.00 to \$5,000.00.* For proposed purchases of more than one thousand dollars (\$1,000.00) but less than five thousand dollars (\$5,000.00), the department shall obtain quotes for the item by telephone or fax. It is preferable to obtain more than one (1) quote. If it is not possible to get three (3) prices quoted, a notation of the reason three (3) quotes could not be obtained and the efforts to get the same should be noted in the file.
- C. *Purchases Of \$5,000.00 to \$20,000.00.* Proposed purchases of more than five thousand dollars (\$5,000.00) but less than twenty thousand dollars (\$20,000.00) shall be advertised for unsealed bids twice in a local newspaper, with a specification sheet available at City Hall. Specifications for the purchase will be submitted to the CFO for advertisement. Bids will be opened with the CFO and the department head at a specified time.
- D. *Purchases Over \$20,000.00.* All proposed purchases for items estimated to cost in excess of twenty thousand dollars (\$20,000.00) shall be advertised for three (3) weeks in a legal newspaper for sealed bid. Specification sheets shall be available at City Hall.
- E. *Emergencies.* Emergency purchases may be approved by the Mayor. The Mayor shall decide whether there is an emergency or not.
- F. A budget review and amendment will be conducted each July and December.

First Reading: 02/14/2022

Second Reading: 02/14/2022

Council Bill No. 22-07

Ordinance No.: 220214

AN ORDINANCE

APPROVING THE AMENDMENTS TO THE CITY OF WILLARD INTERNAL CONTROL PROCEDURES POLICY ORDINANCE; ORDINANCE NO. 090727.

WHEREAS, the Board of Aldermen of the City of Willard, Missouri, have considered the amendments to the Internal Control Procedures Policy.

NOW THEREFORE, BE IT HEREBY ORDAINED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, GREENE COUNTY, MISSOURI, AS FOLLOWS:

Section 1: The City does hereby amend Chapter 130, Finance and Taxation, Article I, Purchasing Agent and Purchasing Procedures, Section 130.040, Internal Procedures – Purchasing Policies of the Municipal Code of the City of Willard.

Section 130.040 Internal Procedures — Purchasing Policies.

A. Purchases Up To ~~\$1,000.00~~ **\$5,000.00**. Each department head may make necessary purchases of up to one thousand dollars (~~\$1,000.00~~) (**\$5,000.00**) so long as there are adequate funds in their budget to make those purchases.

B. Purchases Of ~~\$1,000.00 to \$5,000.00~~ **\$5,001.00 to \$15,000.00** For proposed purchases of more than ~~one~~ **five** thousand ~~and one~~ dollars (~~\$1,000.00~~) **\$5,001.00** but less than ~~five~~ **fifteen** thousand dollars (~~\$5,000.00~~) (**\$15,000.00**), the department shall obtain quotes for the item by telephone or fax. It is preferable to obtain more than one (1) quote. If it is not possible to get three (3) prices quoted, a notation of the reason three (3) quotes could not be obtained and the efforts to get the same should be noted in the file.

C. Purchases Of ~~\$5,000.00 to \$20,000.00~~ **\$15,001.00 to \$40,000.00** Proposed purchases of more than ~~five~~ **fifteen** thousand dollars (~~\$5,000.00~~) (**\$15,000.00**) but less than ~~twenty~~ **forty** thousand dollars (~~\$20,000.00~~) (**\$40,000.00**) shall be advertised for ~~unsealed bids twice in a local newspaper~~ **on the City website, and posted at City Hall** with a specification sheet available at City Hall. Specifications for the purchase will be submitted to the CFO for advertisement. Bids will be opened with the CFO and the department head at a specified time.

D. Purchases Over ~~\$20,000.00~~ **\$40,001.00**. All proposed purchases for items estimated to cost in excess of ~~twenty~~ **forty** thousand ~~and one~~ dollars (~~\$20,000.00~~) (**\$40,001.00**) shall be advertised for three (3) weeks ~~in a legal newspaper~~ **on the City website and posted at City Hall** for sealed bid. Specification sheets shall be available at City Hall.

E. Emergencies. Emergency purchases may be approved by the Mayor. The Mayor shall decide whether there is an emergency or not.

F. A budget review and amendment will be conducted each July and December.

NOTE: Language that is **Bold and Underlined** has been added and language that has been [~~struck through and bracketed~~] shall be deleted.

Section 2: Savings Clause. Nothing in this ordinance shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired, or liability incurred, nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this ordinance. In the event of any conflict between this ordinance and any other law, regulation or ordinance, the more restrictive shall apply.

First Reading: 02/14/2022

Second Reading: 02/14/2022

Council Bill No. 22-07

Ordinance No.: 220214

Section 3: Severability Clause. If any section, subdivision, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Aldermen hereby declares that it would have adopted the ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 4: This Ordinance shall be in full force and effect from February 14, 2022.

Passed at meeting: _____

Mayor, Samuel Snider

Attest: _____, City Clerk

Approved as to form: _____, City Attorney

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE _____ DAY OF _____, 2022.

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
FIRST (1st) READING			

_____ TYLER KELLY	_____	_____	_____
_____ RYAN SIMMONS	_____	_____	_____
_____ DONNA STEWART	_____	_____	_____
_____ LARRY WHITMAN	_____	_____	_____
_____ SAM BAIRD	_____	_____	_____
_____ LONDON HALL	_____	_____	_____

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First Reading: 02/14/2022

Second Reading: 02/14/2022

Council Bill No. 22-07

Ordinance No.: 220214

MEMBERS OF THE BOARD OF ALDERMEN:
SECOND (2nd) READING

YES

NO

ABSTAINED

TYLER KELLY

RYAN SIMMONS

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

LONDON HALL

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CITY OF WILLARD, MISSOURI

224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



Agenda Item# 9

Discussion/Vote to accept the bid to repair the Meadows Water Tower.

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MEMORANDUM

TO: Brad Gray, City of Willard, City Administrator
 Randy Brown, City of Willard, Director of Development
 Ray Lynch, City of Willard, Public Works Director
 Ken Reynolds, Reynolds & Gold Law, Attorney at Law
 Chris Boone, Cochran, Principal Engineer
 Mark Blair, Cochran, Project Engineer

FROM: Peter Bryant, Cochran, Project Engineer

DATE: February 9, 2022

RE: Meadows 500,000-Gallon Elevated Storage Tank
 Water Storage Tank Leak

Cochran has inspected and documented the water leak located inside of the dry riser of the Meadows 500,000-gallon elevated storage tank. The leak is characterized as a “pin-hole” leak and approximately one to two millimeters (1-2 mm) in diameter. The leak is located on the bottom of the wet bowl, on a weld associated with the installation of the tanks water fill pipe. Following the inspection, Cochran contacted numerous contractors regarding the leak to find and evaluate potential alternatives for repairing the leak. The contractors provided three (3) potential repair methods;

1. drain the tank to permanently repair the leak
2. leave the tank in service while a dive team places a temporary weld on the leak
3. or leave the tank in service while a dive team applies an epoxy to temporarily seal the leak.

Method 3 is the recommended alternative for addressing the leak. The epoxy coating is temporary and the leak will need to be rewelded during the next surface recoating, but the existing coating has reached the end of its service life and the epoxy should hold for two (2) year. Method 1 would provide the permanent repair, but would require significantly more tank downtime and cost. Method 2 would have similar time and cost requirements to Method 3, but has additional concerns regarding spreading cracks from the leak and welding within potable water. As follows are a summarized list of alternative considerations.

METHOD 1 – DRAIN & PERMANENTLY WELD

Method 1 was presented by both Ozark Applicators and Hogan Inc. Both contractors stated they could perform this repair. This involves draining the tank, cleaning and sanding all surfaces around the leaking seam, welding the seam with the possible placement of a reinforcement plate, repainting all cleaned surfaces, and placing the tank back into operation. Advantages and disadvantages for this method include the follow:

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Advantages	Disadvantages
Repair is permanent, should last the rest of the tank's life	Tank will remain offline for the duration of the repair
Emptying the tank allows for evaluation of other potential issues	Water supply from other tanks cannot keep up with the Meadows demands during a fire
Specialty dive crews are not required	To ensure adequate system pressures and flows, the two (2) Meadows wells will need to be left in operation for the duration of the repair with blowoff valves placed on hydrants
Specialty paint would require only 24-hr of cure time	Leaving the Meadows wells in operation for the duration of the repair will waste energy and water
	System valves throughout the Meadows will need to be adjusted to reduce or increase flows once the wells are in full operation
	The Meadows tank is in need of recoating which will require the tank to be drained a second time in the near future
	The Meadows tank would be out of service for approximately five (5) days

Because the Meadows tank coating has reached the end of its functional life, it is recommended the actions of draining the tank and permanently repairing the leak be held off until the City has contracted resurfacing services. This repair could be performed for approximately \$6,000 by a general tank contractor. This price does not include utility costs for running the wells, City crew manhours for monitoring the system, or additional fees associated with blowoff valves and excess water discharge. Method 1 is not recommended.

METHOD 2 – LEAVE TANK IN SERVICE & TEMPORARY WELD

Method 2 was presented by the City's Public Works Director. A diving repair contractor called Underwater Marine was contacted regarding educational material they had and were asked to provide insight regarding repair while the tank was in service. A certified dive team will enter the tank while the wells are turned off, locate the seam, sand and clean the area around the leak, and utilize welding materials suitable for the application to seal the leak. Advantages and disadvantages for this method include the follow:

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Advantages	Disadvantages
The Meadows tank does not need to be drained to perform repair	Sanded surfaces cannot be repainted until the tank is drained
The Meadows system does not need to be balanced with the wells running	The temporary weld will need to be sanded and rewelded when the tank surface is recoated
The tank downtime is minimized	The Meadows tank would be out of service for less than two (2) days

Because this method involves underwater welding, additional concern has been expressed about potential cracks from the metal heating, the general poor quality of underwater welds, and the chemicals given off by the process remaining in the water. Method 2 is not recommended.

METHOD 3 – LEAVE TANK IN SERVICE & TEMPORARY EPOXY

Method 3 is similar to Method 2 except a potable-water safe epoxy is utilized to repair the leak. A certified dive team will enter the tank while the wells are turned off, locate the seam, sand and clean the area around the leak, and apply a special potable-water safe epoxy to seal the leak. Advantages and disadvantages for this method include the follow:

Advantages	Disadvantages
The Meadows tank does not need to be drained to perform repair	Sanded surfaces cannot be repainted until the tank is drained
The Meadows system does not need to be balanced with the wells running	The epoxy will need to be removed and the leak welded within two (2) years
The tank downtime is minimized	The Meadows tank would be out of service for less than two (2) days
Method 3 is the lowest cost alternative	

Method 3 is the recommended alternative because it is the least invasive, minimizes the tanks downtime, and is the least expensive.

Please feel contact me for any additional information regarding this subject matter.

Peter Bryant, PE

COCHRAN

attachment

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Underwater Marine Contractors, Inc.
 9535 Clinton Road
 Cleveland, OH 44144
 216-883-6683

Estimate

Date	Estimate #
1/17/2022	394

Name / Address
City of Willard Peter Bryant

Project
Water Tower Repair
Description
<p>Underwater Marine Contractors, Inc. will supply an ADCI, OSHA, Certified dive crew and dive equipment to perform an internal inspection in the 500,000 elevated water tower for the City of Willard to determine the cause of the leak and to possibly stop the leak.</p> <p>Mobilization: \$5,116.00 Day rate : \$3,150.00</p>



All material is guaranteed to be as specified. All work to be completed in a workman manner according to standard practices.

Member of the Association of Diving Contractors

www.uwmarine.com

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KCDS

Jason Wood
Business Number 785-408-0424
Topeka, Ks
66619
7854080424
Kansasdive.com
jwood@kansasdive.com

ESTIMATE
EST081752

DATE
01/30/2022

TOTAL
USD \$2,100.65

TO

Cochran Engineering

Peter Bryant, P.E.
2804 North Biagio Street
Ozark, Missouri 65721
☎ +14175954108
☒ +14172075473
pbryant@cochraneng.com

DESCRIPTION	RATE	QTY	AMOUNT
Bid proposal for repairing pin hole leak inside pedestal water tower.	\$550.00	2	\$1,100.00

Scope:

A diver would locate and prepare leaking area using wire brush to remove any existing surface rust or delamination. An NSF certified for Potable Water epoxy will be mixed and applied to leaking area until leak stops.

KCDS daily dive rates are 550.00 per hour or 3,600.00 for an 8 hour day. A standard dive package includes 1 dive supervisor, 1 diver and 1 dive tender and all necessary equipment to dive safely.

Mobilization to project site is 900.00 and also includes demobilization after project is completed.

Cost of epoxy for repair will be added to the final invoice.

It is assumed that this can be completed in a single dive, however; the overall condition of the interior coating of the water tower is unknown at this time. All time to complete this project will be rounded to the nearest half hour increment.

Mobilization to project	\$900.00	1	\$900.00*
-------------------------	----------	---	-----------

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* Indicates non-taxable line item

SUBTOTAL	\$2,000.00
TAX (9.15%)	\$100.65
<hr/>	
TOTAL	USD \$2,100.65
<hr/>	

Email from Chemco International:

You would need 1Kg of RA 500UW-LV for your application. TDS' attached with suggested surface prep conditions and application suggestions.

The price of RA 500UW-LV is £66.64/Kg GBP and AirFreight to MIC – Kansas City International Airport is £550.00/GBP. Lead time would be approx. 5-7 days from date of dispatch.

If you're happy to proceed please let me know and I'll return you an invoice.

Kind Regards,

Neil Fraser
Technical Representative
Chemco International Ltd.

Time to receiving epoxy is approximately 1 week out from the order date.

Cost of shipping epoxy is approximately 740.00 from Scotland to MCI

Cost of 1 kilogram epoxy is approximately 91.00



DATE SIGNED
01/30/2022

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CITY OF WILLARD, MISSOURI

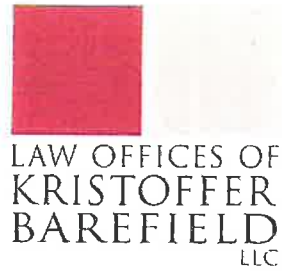
224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



Agenda Item# 10

Ordinance appointing Kristoffer Barefield as Judge. (1st & 2nd Read) Discussion/Vote.

ATTORNEYS
KRISTOFFER R. BAREFIELD
JAMES R. HAYES



214 W. PHELPS, STE. 102.
SPRINGFIELD, MO 65806
☎ (417)-720-1000
📠 (417)-616-0078

Dear Board of Aldermen,

I am both honored and humbled to begin my 12th year serving as Municipal Judge for the City of Willard. I am willing to continue to serve at the continued hourly rate of \$140/hour. Typically, each twice monthly session requires three hours of work for travel time, Court time, and administrative functions at Court and at my office after Court.

Thank you for your consideration and for the continued opportunity to serve the citizens of Willard.

Kris

A handwritten signature in black ink, appearing to read "Kris", is written below the typed name.

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AN ORDINANCE

AN ORDINANCE APPOINTING THE MUNICIPAL COURT JUDGE FOR THE CITY OF WILLARD, GREENE COUNTY, MISSOURI, FOR THE TERM COMMENCING ON FEBRUARY 14, 2022 THROUGH FEBRUARY 13, 2024, AND ESTABLISHING THE JUDGES HOURLY RATE.

BE IT HEREBY ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI AS FOLLOWS:

Section 1: Following the recommendation and appointment by the Mayor of Kristoffer Barefield as Willard's Municipal Court Judge, the Board of Aldermen agreed to and affirmed said appointment.

Section 2: This appointment shall be effective from February 14, 2022 through February 13, 2024.

Section 3: The Board of Aldermen also hereby approves Judge Kristoffer Barefield the hourly rate of one hundred forty dollars, (\$140.00).

READ TWO (2) TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE 14th DAY OF February, 2022.

Approved as to form: _____
City Attorney

Attested by:

Jennifer Rowe, City Clerk

Approved by:

Samuel Snider, Mayor

MEMBERS OF THE BOARD OF ALDERMEN:

TYLER KELLY

RYAN SIMMONS

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

LONDON HALL

2nd READ
MEMBERS OF THE BOARD OF ALDERMEN:

TYLER KELLY

RYAN SIMMONS

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

LANDON HALL

CITY OF WILLARD, MISSOURI

224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



Agenda Item# 11

Ordinance appointing Ken Reynolds as City Attorney. (1st & 2nd Read) Discussion/Vote.

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First Reading: 02-14-2022

Second Reading: 02-14-2022

Council Bill No. 22-5

Ordinance No. 220411

AN ORDINANCE

AN ORDINANCE APPOINTING THE CITY ATTORNEY FOR THE CITY OF WILLARD, GREENE COUNTY, MISSOURI FOR THE TERM COMMENCING FEBRUARY 14, 2022 THROUGH FEBRUARY 13, 2024.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI, AS FOLLOWS:

Section 1: Upon the recommendation and appointment by the Mayor of Ken Reynolds, with the firm of Reynolds & Gold P.C. as Willard's city attorney, the Board of Aldermen hereby consent to said appointment.

Section 2: This appointment shall be effective from February 14, 2022 through February 13, 2024.

Section 3: The Board of Aldermen also hereby approves Attorney Ken Reynolds the hourly rate of one hundred fifty dollars, (\$150.00).

READ TWO (2) TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE 14th DAY OF February, 2022.

Approved as to form: _____
City Attorney

Attested by:

Approved by:

Jennifer Rowe, City Clerk

Samuel Snider, Mayor

MEMBERS OF THE BOARD OF ALDERMEN:

TYLER KELLY

RYAN SIMMONS

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

135

LANDON HALL

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:

TYLER KELLY

RYAN SIMMONS

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

LANDON HALL

CITY OF WILLARD, MISSOURI

224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



Agenda Item# 12

Discussion/Vote to accept the bid for a server.

Main Server 2/9/22

Company	Description	Bid	
Dell	Poweredge R650xs 15108	\$ 9,633.51	Recommended
Shi	Poweredge R650xs 15108	\$11,463.00	
Connection	Poweredge R650xs 15108	\$12,258.91	

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A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000110114878.1	Sales Rep	Robert Woessner
Total	\$9,633.51	Phone	(800) 456-3355, 80000
Customer #	55852389	Email	Robert_Woessner@Dell.com
Quoted On	Jan. 21, 2022	Billing To	ACCOUNTS PAYABLE
Expires by	Feb. 20, 2022		CITY OF WILLARD
Contract Name	Dell National Cooperative Purchasing Alliance-NCPA		PO BOX 187
	Master Agreement		224 WEST JACKSON
Contract Code	C000000005600		WILLARD, MO 65781
Customer Agreement #	NCPA 01-42		
Solution ID	15523095		
Deal ID	23414235		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Robert Woessner

Shipping Group

Shipping To	Shipping Method
ACCOUNTS PAYABLE CITY OF WILLARD PO BOX 187 224 WEST JACKSON WILLARD, MO 65781 (417) 742-3077	Standard Delivery

Product	Unit Price	Quantity	
PowerEdge R650xs - [amer_r650xs_15108]	\$9,633.51	1	\$9,633.51

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Pricing Proposal
 Quotation #: 21519151
 Created On: 1/25/2022
 Valid Until: 2/24/2022

City of Willard

Inside Account Executive

Jeremy Evans
 224 W Jackson Street
 Willard, MO 65781
 United States
 Phone: (417) 742-3033
 Fax:
 Email: Jevans6744@gmail.com

Eric Norian
 290 Davidson Ave
 Somerset, NJ 08873
 Phone: 732-584-8904
 Fax:
 Email: eric_norian@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 PowerEdge R650 TM PO - Dell - Part#: 3000110281579.1 Note: Hardware, ETA 4/1/2022, DUAL CPU, 8 x 480Gb Mixed use SSD,32Gb RAM, Windows Server 2022 Standard, 4yr Pro-support 4hr, Dual PSU, ReadyRails without Cable Management	1	\$11,463.00	\$11,463.00
		Total	\$11,463.00

Additional Comments

SHI SPIN: #143012572
 SHI-GS SPIN (For Texas customers ONLY): #143028315
 For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

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SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Whitney Arrowood
Phone:
Fax:
Email: whitney.arrowood@connection.com

25301566.01

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 1/21/2022
Valid Through: 2/20/2022
Account #:

Account Manager:
Phone:
Fax:
Email:

Customer Contact: Jeremy Evans
Email: jevans6744@gmail.com

Phone: (417) 742-3033
Fax: (417) 742-3080

QUOTE PROVIDED TO: AB#: 20709515 City of Willard PO Box 187 Willard, MO 65781-9534 (417) 742-3033	SHIP TO: City of Willard Jeremy Evans 224 W Jackson St Willard, MO 65781-9534 (417) 742-3033
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DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	Net 30	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	1			PowerEdge R650 Server Dell	Dell	\$ 12,258.91	\$ 12,258.91
						Subtotal	\$ 12,258.91
						Fee	\$ 0.00
						Shipping and Handling	\$ 0.00
						Tax	Exempt!
						Total	\$ 12,258.91

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CITY OF WILLARD, MISSOURI

224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



Agenda Item# 13

Discussion/Vote to approve Board member travel and expense form.

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City of Willard – Board member Travel and Expense Request Form

Board member name and role:

General Description of Event or Reimbursement Expense

Business Case for Approval / Benefit to City

Date(s) of Event or Expense

Total amount requested for Travel / Description of mode of travel (ex. Personal vehicle, parking fees, fuel, etc)

Total amount requested for Expenses (ex. Hotel costs, conference costs, meals, etc)

Total amount expected for all expenses

Board Approval (yes/no) reason for approval or denial

Date of approval or denial