

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

June 14, 2021

7:00 p.m.

Willard Community Bldg

220 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**

June 14, 2021

7:00 P.M.

Posted June 9, 2021.

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at **7:00 p.m.** June 14, 2021 at the Willard Community Building, 220 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 May 24, 2021.
- b. May/June 2021 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 May/June 2021.

5. Citizen Input.

6. Ordinance accepting the Supplemental Agreement with Cochran for Engineering services. (1st & 2nd Read) Discussion/Vote.

7. Ordinance accepting the grant funding from MEM for the Police Department DART System. (1st & 2nd Read) Discussion/Vote.

8. **Ordinance accepting the Intergovernmental Agreement between the Greene County Sheriff's Department and the Willard Police Department. (1st & 2nd Read) Discussion/Vote.**
9. **Public Hearing for ATM Square Phase 3 Sketch Plan.**
10. **Discussion/Vote on ATM Square Phase 3 Sketch Plan.**
11. **Ordinance accepting the Final Plat and Final Development Plan for West Ridge. (1st Read) Discussion/Vote.**
12. **Public Hearing on the rezoning request for 105 Willey.**
13. **Ordinance accepting the rezoning request for 105 Willey. (1st & 2nd Read) Discussion/Vote.**
14. **Public Hearing on the text Amendments to Land Development Regulations Chapter 400: Floodplain Administration.**
15. **Ordinance amending the Land Development Regulations Chapter 400: Floodplain Administration. (1st & 2nd Read) Discussion/Vote.**
16. **New Business.**
17. **Unfinished Business.**
18. **Recess Open Session.**
19. **Open Executive Session.**
20. **Close Executive Session.**
21. **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:

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- a. Minutes from regular meeting May 24, 2021.
- b. May/June 2021 Outstanding Invoices, Check and Draft Paid Invoices.
- c. Department Head Reports.
- d. Board Attendance Report.

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
May 24, 2021
7:00 p.m.**

Staff present: City Administrator, Brad Gray; City Clerk, Jennifer Rowe; Parks Director, Jason Knight; Police Chief, Tom McClain; and Director of Finance, Carolyn Halverson.

City Attorney Ken Reynolds was not present.

Citizens in attendance: Abbie Sears, Diana Smith and Larry Smith.

Call to Order.

Mayor Snider called the meeting to order at 7:03 p.m.

Roll Call.

The City Clerk conducted the Roll Call. Alderman Kelly-present, Alderman Simmons-present, Alderman Stewart-present, 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 5-0. Voting aye: Aldermen Simmons, Stewart, Whitman, Baird and Kelly.

Consent Agenda.

Motion was made by Alderman Whitman and seconded by Alderman Kelly to approve the Consent Agenda. Motion carried with a vote of 5-0. Voting aye: Aldermen Simmons, Stewart, Whitman, Baird and Kelly.

Discussion/Vote to approve current April/May 2021 Outstanding Invoices, Check and Draft Paid Invoices.

Motion was made by Alderman Stewart and seconded by Alderman Simmons to approve the current April/May 2021 Outstanding Invoices, Check and Draft Paid Invoices. Motion carried with a vote of 5-0. Voting aye: Aldermen Simmons, Stewart, Whitman, Baird and Kelly.

Presentation by KPM CPA's on 2020 Audit.

Finance Director Carolyn Halverson introduced Madison Moore. Ms. Moore gave the 2020 Audit Presentation to the Board.

Citizen Input.

Abbie Sears, 305 Kime, stated that she had an issue with the fact there is no indication of speed dropping on Kime Street. She stated people are constantly driving well over the speed limit and it is unsafe for the kids and adults who live along Kime. She told the Board she had discussed this with a traffic guy at the City and was promised action, but nothing had happened yet.

Larry Smith, 306 Kime, stated that he was here for the same issue. There are constantly busses and vehicles flying down Kime. Last winter he had 2 vehicles end up in his yard due to the speeding and road. There is not a sidewalk, so people are having to walk in the grass or on the road, and it is a very dangerous situation. He asked why there are no flashing school zone signs on O/Kime as there are on Farmer and Miller/Jackson. He also feels adding stop signs at Kime and Miller would slow the traffic through there.

Diana Smith, 306 Kime, discussed the same. She said she spoke with the City administrator.

City Administrator Brad Gray informed them that this issue was added to the Traffic Advisory Committee Meeting Agenda for June 9th at 10:00am and they were welcome to attend.

Ordinance accepting agreement with Ozark Greenways for Rental of 115 W. Jackson. (1st & 2nd Read)
Discussion/Vote.

Parks Director Jason Knight discussed the agreement. Discussion was made on the changes requested during the last meeting. Alderman Baird requested that the years be added into the contract, and the date be changed to the 24th instead of the 10th.

The first read was conducted by the City Clerk.

Motion was made by Alderman Stewart and seconded by Alderman Kelly to accept the agreement with Ozark Greenways for Rental of 115 W. Jackson with the changes to the dates in the contract. Motion carried with a vote of 5-0. Voting aye: Aldermen Simmons, Stewart, Whitman, Baird and Kelly.

The second read was conducted by the City Clerk.

Motion was made by Alderman Kelly and seconded by Alderman Baird to accept the agreement with Ozark Greenways for Rental of 115 W. Jackson with the changes to the dates in the contract. Motion carried with a vote of 5-0. Voting aye: Aldermen Simmons, Stewart, Whitman, Baird and Kelly.

Discussion/Vote on Fitness Center Proposal.

Parks Director Jason Knight discussed the proposal from Cox. Discussion was made on the negotiations for Cardio Equipment and what they had offered. Motion was made by Alderman Kelly and seconded by Alderman Simmons to accept the Proposal for the Cybex Equipment and Cardio Equipment. Motion carried with a vote of 5-0. Voting aye: Aldermen Simmons, Stewart, Whitman, Baird and Kelly.

New Business.

Chief McClain discussed the Kubota Grant competition. He also informed the Board that he was awarded a grant from our Insurance company MEM for a DART Shooting System for training at the Police Department. He then informed the Board that the DARE Graduation would be Tuesday May 25th for 125 Graduates.

Unfinished Business.

Mr. Knight discussed the pool updates with the Board. He informed them he has more lifeguards now, but they are still not at the amount needed to keep the pool open for a regular season. Discussion was made on hour changes and an upcoming lifeguard class that would put them at capacity.

Mayor Snider asked about an opening strategy for City Hall. Mr. Gray stated that currently this was working, and he is opening things back up slowly. For now, having people use the window has increased productivity. He stated we will eventually be fully open, but it will happen slowly.

Alderman Baird discussed his appreciation to staff for continuing to keep expenses down.

Recess Open Session.

Motion was made by Alderman Kelly and seconded by Alderman Stewart to Recess the Open Session at 8:27 p.m. Motion carried with a vote of 5-0. Voting aye: Aldermen Simmons, Stewart, Whitman, Baird and Kelly.

Open Executive Session.

Motion was made and seconded to Open the Executive Session. Motion carried with a vote of 5-0. Voting aye: Aldermen Simmons, Stewart, Whitman, Baird and Kelly.

Close Executive Session.

Motion was made and seconded to Close the Executive Session. Motion carried with a vote of 5-0. Voting aye: Aldermen Simmons, Stewart, Whitman, Baird and Kelly.

Adjourn.

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

The meeting was adjourned at 9:03 p.m.

Jennifer Rowe, City Clerk

Samuel Snider, Mayor

**CITY OF WILLARD
BOARD OF ALDERMEN**



**AGENDA ITEM #3B
FINANCE DEPARTMENT**

ACTION REQUIRED: APPROVAL REQUESTED

- **Outstanding Invoices –May/June 2021**



Pending Expense Approval Report - 1

By Vendor Name

Post Dates 5/26/2021 - 6/8/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: AMA300 - ALLGEIER, MARTIN & ASSOCIATES, INC					
Vendor: AMA300 - ALLGEIER, MARTIN & ASSOCIATES, INC					
ALLGEIER, MARTIN & ASSOCIA	WILL7020007-29	06/08/2021	ATM COMMERCIAL	10-400-56400	1,295.00
ALLGEIER, MARTIN & ASSOCIA	WILL7020007-30	06/08/2021	SUBDIVISION REVIEW - P&D	20-700-56400	1,084.00
ALLGEIER, MARTIN & ASSOCIA	WILL7020007-31	06/08/2021	FORCE MAIN ASSESSMENT & REPAIRS - SEWER	10-400-56400	2,609.00
ALLGEIER, MARTIN & ASSOCIA	WILL7020007-32	06/08/2021	ON-CALL ENGINEERING SERVICES - P&D	20-700-56400	185.00
ALLGEIER, MARTIN & ASSOCIA	WILL7020007-33	06/08/2021	LIFT STATION D CAPACITY ANALYSIS - SEWER	20-700-56400	574.00
ALLGEIER, MARTIN & ASSOCIA	WILL7020007-34	06/08/2021	MT PLEASANT BRANCH WATERSHED STUDY - SEWER	20-700-56400	17,605.00
ALLGEIER, MARTIN & ASSOCIA	WILL7020007-35	06/08/2021	SEWER SYSTEM ENGINEERING REPORT - SEWER	20-700-56400	92.50
ALLGEIER, MARTIN & ASSOCIA	WILL7020007-36	06/08/2021	SUNSET CHURCH IMPACT EVALUATION - SEWER	20-700-56400	287.00
ALLGEIER, MARTIN & ASSOCIA	WILL7020007-37	06/08/2021	SWANN ESTATES DISTRICT REVIEW - SEWER	20-600-56400	1,480.00
ALLGEIER, MARTIN & ASSOCIA	WILL7020007-38	06/08/2021	WATER SYSTEM HYDRAULIC MODEL - WATER	20-600-56400	370.00
			WOODBRIDGE EST WATER MAIN EXTENSION REVIEW - WATER		
Vendor AMA300 - ALLGEIER, MARTIN & ASSOCIATES, INC Total:					25,581.50
Vendor AMA300 - ALLGEIER, MARTIN & ASSOCIATES, INC Total:					25,581.50
Vendor: ADF150 - ARBOR DAY FOUNDATION					
Vendor: ADF150 - ARBOR DAY FOUNDATION					
ARBOR DAY FOUNDATION	2021	06/08/2021	2020 - 2021 TREE CITY USA MEMBERSHIP DUES - PKS	30-800-50190	75.00
Vendor ADF150 - ARBOR DAY FOUNDATION Total:					75.00
Vendor ADF150 - ARBOR DAY FOUNDATION Total:					75.00
Vendor: BAT150 - BATTLEFIELD SEPTIC, LLC					
Vendor: BAT150 - BATTLEFIELD SEPTIC, LLC					
BATTLEFIELD SEPTIC, LLC	080034-7605	06/08/2021	WASTE REMOVAL - SEWER	20-700-55600	200.00
Vendor BAT150 - BATTLEFIELD SEPTIC, LLC Total:					200.00
Vendor BAT150 - BATTLEFIELD SEPTIC, LLC Total:					200.00
Vendor: BWI100 - BWI COMPANIES, INC					
Vendor: BWI100 - BWI COMPANIES, INC					
BWI COMPANIES, INC	S21-3432	06/08/2021	FREEDOM FEST PORTABLE TOILETS-PKS	30-800-50450	1,180.00
Vendor BWI100 - BWI COMPANIES, INC Total:					1,180.00
Vendor BWI100 - BWI COMPANIES, INC Total:					1,180.00
Vendor: CSC200 - CHRIS STRAW CONSULTING, LLC					
Vendor: CSC200 - CHRIS STRAW CONSULTING, LLC					
CHRIS STRAW CONSULTING, L	052521	06/08/2021	TACO BELL PLAN REVIEW - P&	10-400-56400	120.00
CHRIS STRAW CONSULTING, L	053021	06/08/2021	SCHOOL SPORTS FIELD LIGHTING PLAN REVIEW - P&	10-400-56400	45.00
CHRIS STRAW CONSULTING, L	APRIL/MAY2021	06/08/2021	APRIL & MAY INSPECTION FEES - P&D	10-400-56400	855.00
Vendor CSC200 - CHRIS STRAW CONSULTING, LLC Total:					1,020.00
Vendor CSC200 - CHRIS STRAW CONSULTING, LLC Total:					1,020.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES					
Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES					
COMMERCE CREDIT CARD SE	4173818	06/08/2021	AMAZON STICK VACUUM & TRIPOD MOUNTING PLATE - LAW	10-200-50130	14.82
COMMERCE CREDIT CARD SE	4173818	06/08/2021	AMAZON STICK VACUUM & TRIPOD MOUNTING PLATE - LAW	10-200-50550	29.99
COMMERCE CREDIT CARD SE	05201213104	06/08/2021	TRAFFIC SAFETY STORE ORANGE CONSTRUCTION FENCE-PKS	30-800-52000	195.68
COMMERCE CREDIT CARD SE	3615433	06/08/2021	AMAZON CAUTION TAPE-PKS	30-800-56500	86.66
COMMERCE CREDIT CARD SE	6542033381	06/08/2021	SAM'S CLUB FOLDING MACHINE ANTI FATIGUE MAT - W/S	20-600-50130	7.49
COMMERCE CREDIT CARD SE	6542033381	06/08/2021	SAM'S CLUB FOLDING MACHINE ANTI FATIGUE MAT - W/S	20-700-50130	7.49
COMMERCE CREDIT CARD SE	9974662	06/08/2021	AMAZON POOL LOG-PKS	30-800-50140	25.94
COMMERCE CREDIT CARD SE	0877833	06/08/2021	AMAZON FLOOR CLEANER - LAW	10-200-50550	9.44
COMMERCE CREDIT CARD SE	6645003	06/08/2021	AMAZON FILE FOLDERS, KLEENEX - GEN/CT/P&D/W/S	10-100-50700	15.46
COMMERCE CREDIT CARD SE	6645003	06/08/2021	AMAZON FILE FOLDERS, KLEENEX - GEN/CT/P&D/W/S	10-250-50700	2.29
COMMERCE CREDIT CARD SE	6645003	06/08/2021	AMAZON FILE FOLDERS, KLEENEX - GEN/CT/P&D/W/S	10-400-50700	2.29
COMMERCE CREDIT CARD SE	6645003	06/08/2021	AMAZON FILE FOLDERS, KLEENEX - GEN/CT/P&D/W/S	20-600-50700	8.50
COMMERCE CREDIT CARD SE	6645003	06/08/2021	AMAZON FILE FOLDERS, KLEENEX - GEN/CT/P&D/W/S	20-700-50700	8.50
COMMERCE CREDIT CARD SE	7277012	06/08/2021	AMAZON NON-SKID MATS (x3) - LAW	10-200-50130	89.43
COMMERCE CREDIT CARD SE	29928327	06/08/2021	LINGO COMM LIFT STATION PHONE SERVICE - SEWER	20-700-61000	50.02
COMMERCE CREDIT CARD SE	5184239	06/08/2021	AMAZON BLUE MARKING PAINT - WATER	20-600-50130	115.01
COMMERCE CREDIT CARD SE	07768G	06/08/2021	WALMART FORCE MAIN BATTERIES - SEWER	20-700-50130	37.02
COMMERCE CREDIT CARD SE	101095406	06/08/2021	INTL CODE COUNCIL-R BROWN MEMBERSHIP RENE	10-400-55800	145.00
COMMERCE CREDIT CARD SE	1177836	06/08/2021	AMAZON OFFICE CHAIR MAT - GEN	10-100-50700	55.99
COMMERCE CREDIT CARD SE	7576253	06/08/2021	AMAZON PETTY CASH LOG BOOK & RECEIPTS - GEN/LAW	10-100-50700	5.99
COMMERCE CREDIT CARD SE	7576253	06/08/2021	AMAZON PETTY CASH LOG BOOK & RECEIPTS - GEN/LAW	10-200-50700	16.15
COMMERCE CREDIT CARD SE	J97894	06/08/2021	TAN-TAR-A RESORT-J TRUITT CONFERENCE LODGING - CT	10-250-56910	345.63
COMMERCE CREDIT CARD SE	060121	06/08/2021	NEXTIVA TELEPHONE EXPENSE - ALL DEPTS	10-100-61000	164.26
COMMERCE CREDIT CARD SE	060121	06/08/2021	NEXTIVA TELEPHONE EXPENSE - ALL DEPTS	10-200-61000	164.26
COMMERCE CREDIT CARD SE	060121	06/08/2021	NEXTIVA TELEPHONE EXPENSE - ALL DEPTS	10-250-61000	117.32
COMMERCE CREDIT CARD SE	060121	06/08/2021	NEXTIVA TELEPHONE EXPENSE - ALL DEPTS	10-300-61000	117.33
COMMERCE CREDIT CARD SE	060121	06/08/2021	NEXTIVA TELEPHONE EXPENSE - ALL DEPTS	10-400-61000	117.33
COMMERCE CREDIT CARD SE	060121	06/08/2021	NEXTIVA TELEPHONE EXPENSE - ALL DEPTS	20-600-61000	164.26
COMMERCE CREDIT CARD SE	060121	06/08/2021	NEXTIVA TELEPHONE EXPENSE - ALL DEPTS	20-700-61000	164.26
COMMERCE CREDIT CARD SE	060121	06/08/2021	NEXTIVA TELEPHONE EXPENSE - ALL DEPTS	30-800-61000	164.26

Pending Expense Approval Report - 1

Post Dates: 5/26/2021 - 6/8/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COMMERCE CREDIT CARD SE	2187158-0	06/08/2021	ADMIRAL EXPRESS COPY PAPER - GEN/W/S	10-100-50700	62.04
COMMERCE CREDIT CARD SE	2187158-0	06/08/2021	ADMIRAL EXPRESS COPY PAPER - GEN/W/S	20-600-50700	31.02
COMMERCE CREDIT CARD SE	2187158-0	06/08/2021	ADMIRAL EXPRESS COPY PAPER - GEN/W/S	20-700-50700	31.02
COMMERCE CREDIT CARD SE	304503219	06/08/2021	GOTOMEETING VIDEO CONFERENCING SOFTWARE - GEN	10-100-57400	19.80
COMMERCE CREDIT CARD SE	000089240	06/08/2021	WIRE & CABLE YOUR WAY ELECTIRCAL WIRE-PKS	30-800-50170	251.50
COMMERCE CREDIT CARD SE	000089240	06/08/2021	WIRE & CABLE YOUR WAY ELECTIRCAL WIRE-PKS	30-800-50450	251.50
COMMERCE CREDIT CARD SE	000123	06/08/2021	DICKERSON PARK ZOO CAMP FIELD TRIP-PKS	30-800-50177	159.00
Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:					3,253.95
Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:					3,253.95

Vendor: BKM225 - DAVID BLAKEMORE

Vendor: BKM225 - DAVID BLAKEMORE

DAVID BLAKEMORE	060121	06/08/2021	CELL PHONE REIMBURSEMENT - STS/W/S	10-300-61000	10.00
DAVID BLAKEMORE	060121	06/08/2021	CELL PHONE REIMBURSEMENT - STS/W/S	20-600-61000	20.00
DAVID BLAKEMORE	060121	06/08/2021	CELL PHONE REIMBURSEMENT - STS/W/S	20-700-61000	20.00
Vendor BKM225 - DAVID BLAKEMORE Total:					50.00
Vendor BKM225 - DAVID BLAKEMORE Total:					50.00

Vendor: GRR100 - GREAT RIVER ENGINEERING

Vendor: GRR100 - GREAT RIVER ENGINEERING

GREAT RIVER ENGINEERING	29	06/08/2021	MILLER RD PROJECT # STBG 5944(803) - STS	10-300-95100	15,231.38
Vendor GRR100 - GREAT RIVER ENGINEERING Total:					15,231.38
Vendor GRR100 - GREAT RIVER ENGINEERING Total:					15,231.38

Vendor: HIL100 - HILLYARD / SPRINGFIELD

Vendor: HIL100 - HILLYARD / SPRINGFIELD

HILLYARD / SPRINGFIELD	604340487	06/08/2021	TRASH CAN LINERS - PKS	30-800-50550	57.54
HILLYARD / SPRINGFIELD	604344286	06/08/2021	PAPER PRODUCTS & CLEANING SUPPLIES - STS/W/	10-300-50550	15.26
HILLYARD / SPRINGFIELD	604344286	06/08/2021	PAPER PRODUCTS & CLEANING SUPPLIES - STS/W/	20-600-50550	36.05
HILLYARD / SPRINGFIELD	604344286	06/08/2021	PAPER PRODUCTS & CLEANING SUPPLIES - STS/W/	20-700-50550	36.05
HILLYARD / SPRINGFIELD	604344286	06/08/2021	PAPER PRODUCTS & CLEANING SUPPLIES - STS/W/	30-800-50550	1,409.30
Vendor HIL100 - HILLYARD / SPRINGFIELD Total:					1,554.20
Vendor HIL100 - HILLYARD / SPRINGFIELD Total:					1,554.20

Vendor: JEH400 - JENNIFER HEMMER

Vendor: JEH400 - JENNIFER HEMMER

JENNIFER HEMMER	0001	06/08/2021	FREEDOM FEST TALENT EMCEE FEES - PKS	30-800-50450	500.00
Vendor JEH400 - JENNIFER HEMMER Total:					500.00
Vendor JEH400 - JENNIFER HEMMER Total:					500.00

Vendor: JET100 - JESSICA TRUITT

Vendor: JET100 - JESSICA TRUITT

JESSICA TRUITT	052821	06/08/2021	CLERK TRAINING MILEAGE REIMBURSEMENT - CT	10-250-56910	108.30
Vendor JET100 - JESSICA TRUITT Total:					108.30
Vendor JET100 - JESSICA TRUITT Total:					108.30

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: KPM100 - KPM CPAs AND ADVISORS					
Vendor: KPM100 - KPM CPAs AND ADVISORS					
KPM CPAs AND ADVISORS	47002	06/08/2021	AUDIT EXPENSE - ALL DEPTS	10-100-55400	670.00
KPM CPAs AND ADVISORS	47002	06/08/2021	AUDIT EXPENSE - ALL DEPTS	20-600-55400	1,140.00
KPM CPAs AND ADVISORS	47002	06/08/2021	AUDIT EXPENSE - ALL DEPTS	20-700-55400	1,190.00
Vendor KPM100 - KPM CPAs AND ADVISORS Total:					3,000.00
Vendor KPM100 - KPM CPAs AND ADVISORS Total:					3,000.00
Vendor: LMD100 - LANDMARK DODGE					
Vendor: LMD100 - LANDMARK DODGE					
LANDMARK DODGE	2021	06/08/2021	2021 DODGE CHARGER AWD POLICE VEHICLE - LAW	10-200-95500	27,929.00
Vendor LMD100 - LANDMARK DODGE Total:					27,929.00
Vendor LMD100 - LANDMARK DODGE Total:					27,929.00
Vendor: LES100 - LOYD'S ELECTRIC SUPPLY					
Vendor: LES100 - LOYD'S ELECTRIC SUPPLY					
LOYD'S ELECTRIC SUPPLY	4870316-00	06/08/2021	FUSES - WATER	20-600-50130	60.77
Vendor LES100 - LOYD'S ELECTRIC SUPPLY Total:					60.77
Vendor LES100 - LOYD'S ELECTRIC SUPPLY Total:					60.77
Vendor: MID125 - MIDWEST METER INC					
Vendor: MID125 - MIDWEST METER INC					
MIDWEST METER INC	0132395-IN	06/08/2021	METER PARTS - WATER	20-600-52500	1,649.98
Vendor MID125 - MIDWEST METER INC Total:					1,649.98
Vendor MID125 - MIDWEST METER INC Total:					1,649.98
Vendor: MEM100 - MISSOURI EMPLOYERS MUTUAL					
Vendor: MEM100 - MISSOURI EMPLOYERS MUTUAL					
MISSOURI EMPLOYERS MUTU	300227037	06/08/2021	WORKMAN'S COMP INSURANCE - ALL DEPTS	10-16000	491.20
MISSOURI EMPLOYERS MUTU	300227037	06/08/2021	WORKMAN'S COMP INSURANCE - ALL DEPTS	20-16000	313.53
MISSOURI EMPLOYERS MUTU	300227037	06/08/2021	WORKMAN'S COMP INSURANCE - ALL DEPTS	30-16000	240.38
Vendor MEM100 - MISSOURI EMPLOYERS MUTUAL Total:					1,045.11
Vendor MEM100 - MISSOURI EMPLOYERS MUTUAL Total:					1,045.11
Vendor: MOB200 - MONKEY BUSINESS					
Vendor: MOB200 - MONKEY BUSINESS					
MONKEY BUSINESS	2415	06/08/2021	FREEDOM FEST BOUNCE HOUSES-PKS	30-800-50450	2,470.00
Vendor MOB200 - MONKEY BUSINESS Total:					2,470.00
Vendor MOB200 - MONKEY BUSINESS Total:					2,470.00
Vendor: MOP110 - MOPERM					
Vendor: MOP110 - MOPERM					
MOPERM	141218	06/08/2021	FLOW METERS & SENSOR BANDS INSURANCE - SEWER	20-700-56000	78.00
Vendor MOP110 - MOPERM Total:					78.00
Vendor MOP110 - MOPERM Total:					78.00
Vendor: ORE145 - O'REILLY AUTOMOTIVE, INC					
Vendor: ORE145 - O'REILLY AUTOMOTIVE, INC					
O'REILLY AUTOMOTIVE, INC	2367-363870	06/08/2021	BRAKE MASTER CYLINDER & BRAKE FLUID-PKS	30-800-71100	54.02
O'REILLY AUTOMOTIVE, INC	2367-362418	06/08/2021	EQUIPMENT BATTERY-PKS	30-800-71100	129.73
O'REILLY AUTOMOTIVE, INC	2367-361375	06/08/2021	2 CYCLE OIL-PKS	30-800-71100	8.99
O'REILLY AUTOMOTIVE, INC	2367-364069	06/08/2021	TURN SWITCH -PKS	30-800-71000	60.16
O'REILLY AUTOMOTIVE, INC	2367-364827	06/08/2021	TRAILER HITCH TUBE & PIN-P	30-800-71100	39.98
O'REILLY AUTOMOTIVE, INC	2367-365247	06/08/2021	BATTERY - LAW	10-200-52000	81.00
O'REILLY AUTOMOTIVE, INC	2367-365434	06/08/2021	CHEVY DUMP TRUCK FUEL TANK STRAP - STS/W/S	10-300-71000	5.54

Pending Expense Approval Report - 1

Post Dates: 5/26/2021 - 6/8/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
O'REILLY AUTOMOTIVE, INC	2367-365434	06/08/2021	CHEVY DUMP TRUCK FUEL TANK STRAP - STS/W/S	20-600-71000	11.07
O'REILLY AUTOMOTIVE, INC	2367-365434	06/08/2021	CHEVY DUMP TRUCK FUEL TANK STRAP - STS/W/S	20-700-71000	11.08
O'REILLY AUTOMOTIVE, INC	2367-365480	06/08/2021	CHEVY DUMP TRUCK STRAP KIT - STS/W/S	10-300-71000	1.88
O'REILLY AUTOMOTIVE, INC	2367-365480	06/08/2021	CHEVY DUMP TRUCK STRAP KIT - STS/W/S	20-600-71000	3.76
O'REILLY AUTOMOTIVE, INC	2367-365480	06/08/2021	CHEVY DUMP TRUCK STRAP KIT - STS/W/S	20-700-71000	3.76
O'REILLY AUTOMOTIVE, INC	2367-365490	06/08/2021	CHEVY DUMP TRUCK FUEL TANK STRAP - STS/W/S	10-300-71000	0.57
O'REILLY AUTOMOTIVE, INC	2367-365490	06/08/2021	CHEVY DUMP TRUCK FUEL TANK STRAP - STS/W/S	20-600-71000	1.15
O'REILLY AUTOMOTIVE, INC	2367-365490	06/08/2021	CHEVY DUMP TRUCK FUEL TANK STRAP - STS/W/S	20-700-71000	1.14
O'REILLY AUTOMOTIVE, INC	2367-365605	06/08/2021	TRAILER WIRE CONNECTORS & SPLICE - LAW	10-200-71100	12.48
Vendor ORE145 - O'REILLY AUTOMOTIVE, INC Total:					426.31
Vendor ORE145 - O'REILLY AUTOMOTIVE, INC Total:					426.31

Vendor: OZA255 - OZARKS COCA COLA

Vendor: OZA255 - OZARKS COCA COLA

OZARKS COCA COLA	26847859	06/08/2021	COKE PRODUCTS-PKS	30-800-50200	333.63
OZARKS COCA COLA	26848985	06/08/2021	COKE PRODUCTS-PKS	30-800-50200	638.30
Vendor OZA255 - OZARKS COCA COLA Total:					971.93
Vendor OZA255 - OZARKS COCA COLA Total:					971.93

Vendor: RAL200 - RAY LYNCH

Vendor: RAL200 - RAY LYNCH

RAY LYNCH	060121	06/08/2021	CELL PHONE REIMBURSEMENT - STS/W/S	10-300-61000	10.00
RAY LYNCH	060121	06/08/2021	CELL PHONE REIMBURSEMENT - STS/W/S	20-600-61000	20.00
RAY LYNCH	060121	06/08/2021	CELL PHONE REIMBURSEMENT - STS/W/S	20-700-61000	20.00
Vendor RAL200 - RAY LYNCH Total:					50.00
Vendor RAL200 - RAY LYNCH Total:					50.00

Vendor: REX380 - REX SMITH OIL CO.

Vendor: REX380 - REX SMITH OIL CO.

REX SMITH OIL CO.	112766	06/08/2021	LAGOONS FUEL - SEWER	20-700-70100	606.33
Vendor REX380 - REX SMITH OIL CO. Total:					606.33
Vendor REX380 - REX SMITH OIL CO. Total:					606.33

Vendor: GCH100 - SPRINGFIELD ANIMAL CONTROL

Vendor: GCH100 - SPRINGFIELD ANIMAL CONTROL

SPRINGFIELD ANIMAL CONTR	5	06/08/2021	ANIMAL IMPOUND FEES (x2) - LAW	10-200-56400	80.00
Vendor GCH100 - SPRINGFIELD ANIMAL CONTROL Total:					80.00
Vendor GCH100 - SPRINGFIELD ANIMAL CONTROL Total:					80.00

Vendor: SSE100 - SPRINGFIELD STAMP & ENGRAVING

Vendor: SSE100 - SPRINGFIELD STAMP & ENGRAVING

SPRINGFIELD STAMP & ENGR	618835	06/08/2021	COURT CLERK NAME TAG - CT	10-250-50130	13.10
Vendor SSE100 - SPRINGFIELD STAMP & ENGRAVING Total:					13.10
Vendor SSE100 - SPRINGFIELD STAMP & ENGRAVING Total:					13.10

Vendor: SPR275 - SPRINGFIELD WINWATER WORKS CO

Vendor: SPR275 - SPRINGFIELD WINWATER WORKS CO

SPRINGFIELD WINWATER WO	323136 01	06/08/2021	BEARING KIT - SEWER	20-700-51000	621.63
SPRINGFIELD WINWATER WO	323381 01	06/08/2021	METER PITS & LIDS - WATER	20-600-50130	248.67
SPRINGFIELD WINWATER WO	323433 01	06/08/2021	STOCK REPAIR SUPPLIES - W/S	20-600-50130	2,370.52
SPRINGFIELD WINWATER WO	323433 01	06/08/2021	STOCK REPAIR SUPPLIES - W/S	20-700-50130	2,370.52

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Post Dates: 5/26/2021 - 6/8/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SPRINGFIELD WINWATER WO	323535 02	06/08/2021	FORCE MAIN HYMAX (x2)	20-700-50130	3,064.78
SPRINGFIELD WINWATER WO	323512 01	06/08/2021	PLUS NEXT DAY CHARGE - SE		
SPRINGFIELD WINWATER WO	323567 01	06/08/2021	FORCE MAIN SLEEVES, GRIPS, GASKETS, T-BOLTS-SEWER	20-700-50130	4,634.56
SPRINGFIELD WINWATER WO	323601 01	06/08/2021	FORCE MAIN FLANGE, BALL VALVE, BUSHING - SEWER	20-700-51000	90.27
SPRINGFIELD WINWATER WO	323392 01	06/08/2021	FORCE MAIN SPRAY PAINT - SEWER	20-700-51000	18.36
SPRINGFIELD WINWATER WO	323392 01	06/08/2021	FORCE MAIN 14 INCH HYMAX (x2) - SEWER	20-700-50130	2,336.86
SPRINGFIELD WINWATER WO	323526 01	06/08/2021	FORCE MAIN CENTERING PINS - SEWER	20-700-50130	86.00
SPRINGFIELD WINWATER WO	323567 02	06/08/2021	FORCE MAIN FLANGE - SEWE	20-700-51000	176.92
SPRINGFIELD WINWATER WO	323629 01	06/08/2021	LAUNDROMAT HINGED SADDLE - WATER	20-600-51000	99.49

Vendor SPR275 - SPRINGFIELD WINWATER WORKS CO Total: 16,118.58

Vendor SPR275 - SPRINGFIELD WINWATER WORKS CO Total: 16,118.58

Vendor: TRH100 - TREVOR HOFFMAN

Vendor: TRH100 - TREVOR HOFFMAN

TREVOR HOFFMAN	060121	06/08/2021	CELL PHONE REIMBURSEMENT - STS/W/S	10-300-61000	10.00
TREVOR HOFFMAN	060121	06/08/2021	CELL PHONE REIMBURSEMENT - STS/W/S	20-600-61000	20.00
TREVOR HOFFMAN	060121	06/08/2021	CELL PHONE REIMBURSEMENT - STS/W/S	20-700-61000	20.00

Vendor TRH100 - TREVOR HOFFMAN Total: 50.00

Vendor TRH100 - TREVOR HOFFMAN Total: 50.00

Vendor: WAL110 - WALMART CAPITAL ONE

Vendor: WAL110 - WALMART CAPITAL ONE

WALMART CAPITAL ONE	273680	06/08/2021	SAM'S CLUB CONCESSIONS-PK	30-800-50200	149.70
WALMART CAPITAL ONE	345359	06/08/2021	SAM'S CLUB CONCESSIONS-PK	30-800-50200	345.60
WALMART CAPITAL ONE	970330	06/08/2021	SAM'S CLUB CONCESSIONS & CUST SUPPLIES-GEN/LAW/PK	10-100-50550	5.59
WALMART CAPITAL ONE	970330	06/08/2021	SAM'S CLUB CONCESSIONS & CUST SUPPLIES-GEN/LAW/PK	10-200-50550	5.59
WALMART CAPITAL ONE	970330	06/08/2021	SAM'S CLUB CONCESSIONS & CUST SUPPLIES-GEN/LAW/PK	30-800-50200	214.10
WALMART CAPITAL ONE	970330	06/08/2021	SAM'S CLUB CONCESSIONS & CUST SUPPLIES-GEN/LAW/PK	30-800-50550	16.98
WALMART CAPITAL ONE	625332	06/08/2021	SAM'S CLUB CONCESSIONS-PK	30-800-50200	230.07

Vendor WAL110 - WALMART CAPITAL ONE Total: 967.63

Vendor WAL110 - WALMART CAPITAL ONE Total: 967.63

Vendor: WTV100 - WILLARD HOME CENTER LLC

Vendor: WTV100 - WILLARD HOME CENTER LLC

WILLARD HOME CENTER LLC	D41782	06/08/2021	CUSTODIAL & REPAIR SUPPLIES-PKS	10-100-50550	39.73
WILLARD HOME CENTER LLC	D41782	06/08/2021	REPAIR & CUSTODIAL SUPPLIES-PKS	30-800-50140	37.13
WILLARD HOME CENTER LLC	D41782	06/08/2021	REPAIR & CUSTODIAL SUPPLIES-PKS	30-800-50210	18.98
WILLARD HOME CENTER LLC	D41782	06/08/2021	REPAIR & CUSTODIAL SUPPLIES-PKS	30-800-50500	10.98
WILLARD HOME CENTER LLC	D41782	06/08/2021	REPAIR & CUSTODIAL SUPPLIES-PKS	30-800-51000	226.13
WILLARD HOME CENTER LLC	D41782	06/08/2021	REPAIR & CUSTODIAL SUPPLIES-PKS	30-800-52000	135.72
WILLARD HOME CENTER LLC	D41782	06/08/2021	REPAIR & CUSTODIAL SUPPLIES-PKS	30-800-56500	34.98
WILLARD HOME CENTER LLC	D45261	06/08/2021	HITCH PIN CLIPS-PKS	30-800-71000	3.47
WILLARD HOME CENTER LLC	B167841	06/08/2021	PICNIC TABLES PAINT & PAINTING SUPPLIES-PKS	30-800-50500	74.94

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Post Dates: 5/26/2021 - 6/8/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WILLARD HOME CENTER LLC	D46690	06/08/2021	LIQUID WRENCH OIL - SEWER	20-700-50130	10.38
WILLARD HOME CENTER LLC	D46719	06/08/2021	ERTS RETURN SHIPPING - WATER	20-600-50750	13.17
WILLARD HOME CENTER LLC	B169298	06/08/2021	REPLACEMENT GAS SPOUTS - STS	10-300-52000	22.96
WILLARD HOME CENTER LLC	B169408	06/08/2021	ELECTRICAL BOX COVER-PKS	30-800-50500	2.99
Vendor WTV100 - WILLARD HOME CENTER LLC Total:					631.56
Vendor WTV100 - WILLARD HOME CENTER LLC Total:					631.56
Grand Total:					104,902.63

Report Summary

Fund Summary

Fund	Expense Amount
10 - GENERAL FUND	51,162.40
20 - WATER AND SEWER FUND	43,906.89
30 - PARKS FUND	9,833.34
Grand Total:	104,902.63

Account Summary

Account Number	Account Name	Expense Amount
10-100-50550	CUSTODIAL SUPPLIES-GC	45.32
10-100-50700	OFFICE SUPPLIES-GCG	139.48
10-100-55400	AUDIT EXPENSE-GCG	670.00
10-100-57400	EQUIPMENT/SOFTWARE	19.80
10-100-61000	TELEPHONE-GCG	164.26
10-16000	PREPAID INSURANCE-GC	491.20
10-200-50130	SUPPLIES-LAW	104.25
10-200-50550	CUSTODIAL SUPPLIES-LA	45.02
10-200-50700	OFFICE SUPPLIES-LAW	16.15
10-200-52000	SUPPLIES SMALL EQUIP	81.00
10-200-56400	PROFESSIONAL-LAW	80.00
10-200-61000	TELEPHONE-LAW	164.26
10-200-71100	EQUIPMENT REPAIR &	12.48
10-200-95500	CAPITAL ASSET EXP EQUI	27,929.00
10-250-50130	SUPPLIES-COURT	13.10
10-250-50700	OFFICE SUPPLIES-COURT	2.29
10-250-56910	TRAVEL COURT	453.93
10-250-61000	TELEPHONE-COURT	117.32
10-300-50550	CUSTODIAL SUPPLIES-ST	15.26
10-300-52000	SUPPLIES SMALL EQUIP	22.96
10-300-61000	TELEPHONE-STREETS	147.33
10-300-71000	VEHICLE REPAIR & MAIN	7.99
10-300-95100	CAPITAL ASSET EXP-STRE	15,231.38
10-400-50700	OFFICE SUPPLIES-P&D	2.29
10-400-55800	DUES AND SUBSCRIPTIO	145.00
10-400-56400	PROFESSIONAL-P&D	4,924.00
10-400-61000	TELEPHONE-P&D	117.33
20-16000	PREPAID INSURANCE-W	313.53
20-600-50130	SUPPLIES-WATER	2,802.46
20-600-50550	CUSTODIAL SUPPLIES-W	36.05
20-600-50700	OFFICE SUPPLIES-WATER	39.52
20-600-50750	POSTAGE-WATER	13.17
20-600-51000	REPAIRS AND MAINTEN	99.49
20-600-52500	METER REPLACEMENT-	1,649.98
20-600-55400	AUDIT EXPENSE-WATER	1,140.00
20-600-56400	PROFESSIONAL-WATER	1,850.00
20-600-61000	TELEPHONE WATER	224.26
20-600-71000	VEHICLE REPAIR & MAIN	15.98
20-700-50130	SUPPLIES-SEWER	12,547.61
20-700-50550	CUSTODIAL SUPPLIES-SE	36.05
20-700-50700	OFFICE SUPPLIES-SEWER	39.52
20-700-51000	REPAIRS AND MAINTEN	907.18
20-700-55400	AUDIT EXPENSE-SEWER	1,190.00
20-700-55600	CONTRACT LABOR-SEWE	200.00
20-700-56000	INSURANCE-SEWER	78.00
20-700-56400	PROFESSIONAL-SEWER	19,827.50
20-700-61000	TELEPHONE-SEWER	274.28
20-700-70100	EQUIPMENT FUEL-SEWE	606.33
20-700-71000	VEHICLE REPAIR & MAIN	15.98
30-16000	PREPAID INSURANCE-PK	240.38

Account Summary

Account Number	Account Name	Expense Amount
30-800-50140	SUPPLIES-AQUATIC	63.07
30-800-50170	SUPPLIES SPECIAL ACTIV	251.50
30-800-50177	SUPPLIES-YOUTH CAMP	159.00
30-800-50190	TREE CITY USA-PKS	75.00
30-800-50200	CONCESSIONS-PKS	1,911.40
30-800-50210	TURF MAINTENANCE-PK	18.98
30-800-50450	FREEDOM FEST EXPENSE	4,401.50
30-800-50500	BUILDING MAINTENANC	88.91
30-800-50550	CUSTODIAL SUPPLIES-PK	1,483.82
30-800-51000	REPAIRS AND MAINTEN	226.13
30-800-52000	SUPPLIES SMALL EQUIP	331.40
30-800-56500	SAFETY PROGRAM-PKS	121.64
30-800-61000	TELEPHONE-PKS	164.26
30-800-71000	VEHICLE REPAIR & MAIN	63.63
30-800-71100	EQUIPMENT REPAIR &	232.72
	Grand Total:	104,902.63

Project Account Summary

Project Account Key	Expense Amount
None	104,902.63
Grand Total:	104,902.63

Public Works Report

May 2021

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 106 utility locates for the month.
- We completed 75 Work orders for the month.
- We fixed a water leak at the intersection of FR 106 and FR 103.
- We had a water leak on Cherry Lane that was technically one of the worst we have had, we had no choice but to use a Vac-Truck.
- We tapped a new water service for the Laundry and asphalted the road cuts.
- We replaced some power fuses and repaired the chlorine analyzer at Willard well #1.
- We repaired and cleaned the chlorine booster pump at Meadows West Tower (sediment had built up restricting flow).
- We replaced several batteries for our mission control boards.
- We had to do repeat BAC-T samples for our water distribution system because one of the 9 samples came back bad. All repeat samples including source water came back good.
- We replaced four 1.5" and 2" meters and converted them to radio reads.
- Due to shortages of PVC pipe at this time, we have purchased a large quantity of various sizes of water and sewer pipes so that we are sure we have what we need on hand to fix leaks.
- We are having trouble cleaning up the dirt work (and resetting fences) from previous leaks due to the persistent rainfall.

Sewer

- We had 2 more breaks on the new 14" force main from our 94-lift station. The first break was on the 7th and the second was on the 13th. All paperwork and reporting have been done and has been turned into DNR.
- I sourced more 14" pipe and at this time have enough pipe and connections to fix 4 more breaks, plus 2 minor repairs.
- We installed a longer probe at our 94-lift stations wet well to lengthen out the pumps cycle times.

- We installed a pressure data logger in the valve pit at our 94-lift station to track pressures produced in the force main.
- For surveying purposes, we located, flagged and painted the new force main from the 94-lift station to the south side of Hwy 160. We also re-spliced the tracer wire for easier access for our equipment.
- We repaired 2 breaks in our sewer collection system in front of 700 Watson, these were both contributing to I&I.
- VSIC inspected about 4500 feet of sewer line for us finding multiple issues that we will be working on in the future. This process worked out well and I am hopeful we can continue with this.
- We had a sewer line clog at Hughes and Pershing due to an old lateral line being drove through the main. Due to the depth we had contractors fix the issue.
- We have identified several manholes and sections of sewer line that will have to be professionally repaired.
- We tried to backflush the nonfunctioning valve at our D liftstation, this didn't work so we have sourced someone to repair it onsite. This will be much cheaper than buying a new valve.
- The west pump at our Regional lift station has been giving us issues with vapor locking we are currently working on solutions for this.
- We had Key Equipment look at our Jetter, it has been having problems producing pressure.

Streets

- We tore out and installed a new driveway at 100 Dorcas.
- We continue to patch various potholes around the city.
- We have started mowing and weed eating all the wells, liftstations, sidewalks, rite-of-ways and parts of the roundabouts.
- We have spent a lot of time this month on vehicle maintenance, including an oil change on our new public works mower.

Monthly Water Loss 2021

Current Month
5

Month	January	February	March	April	May	Annual Average	Annual
Amount of Gallons Pumped	29,620,700	30,270,900	26,945,200	29,161,800	28,774,500	28,954,620	144,773,100
Dollar Amount Sold	\$80,766.74	\$79,594.44	\$78,603.44	\$75,228.70	\$76,307.99	\$78,100.26	\$390,501.31
Gallons of Water Sold	16,780,000	16,153,000	15,705,000	14,463,000	14,806,000	15,581,400	77,907,000
Flushing	0	0	0	0	0	0	0
Leaks/Adjustments	30,000	175,000	30,000	210,000	125,000	114,000	570,000
City Usage (not billed)	108,000	15,000	15,000	14,000	339,000	98,200	491,000
Fire Dept	12,000	16,000	16,000	12,000	10,000	13,200	66,000
Tower Overflows	0	0	0	0	0	0	0
Residuals	45,000	45,000	45,000	45,000	45,000	45,000	225,000
Total Gallons Accounted For	16,855,000	16,373,000	15,780,000	14,718,000	14,976,000	15,740,400	78,702,000
% Water Loss	43.10%	45.91%	41.44%	49.53%	47.95%	45.64%	
Amount of Water Lost	12,765,700	13,897,900	11,165,200	14,443,800	13,798,500	13,214,220	66,071,100
Willard North #1	3,333,200	2,523,100	3,225,500	3,174,100	3,779,500	3,207,080	16,035,400
Willard South #2	4,439,900	4,602,600	4,057,400	4,450,700	4,088,900	4,327,900	21,639,500
Meadows West #1	12,055,600	12,809,200	10,952,300	10,296,000	10,781,100	11,378,840	56,894,200
Meadows East #2	10,292,000	10,836,000	9,210,000	11,741,000	10,625,000	10,540,800	52,704,000
Correction per MRWA Willard Well 1&	-500,000	-500,000	-500,000	-500,000	-500,000	-500,000	-2,500,000
Total Water Pumped	29,620,700	30,270,900	26,945,200	29,161,800	28,774,500	28,954,620	144,773,100
Customer Count							
City Commercial Irrigation	14	14	14	14	14	14	
City Commercial 1 SPF	129	129	131	131	131	130	
City Commercial 3 Water only	20	21	21	21	20	21	165
City Residential Irrigation	3	3	3	4	4	3	
City Residential 1 SPF	2008	2014	2021	2013	2018	2,015	
City Residential 3 Water Only	72	72	75	72	72	73	2,091
Rural Irrigation	4	5	4	4	4	4	
Rural Residential 1 SPF	7	8	8	8	8	8	
Rural Residential 2 Lagoon	276	274	275	275	275	275	
Rural Residential 3 Water Only	872	873	878	875	879	875	1,162
Rural Commercial 2 Lagoon	3	3	3	3	3	3	
Rural Commercial 3 Water only	13	13	13	13	14	13	
Zero-Non Billed	9	9	9	9	9	9	25
Number of Total Customers	3430	3438	3455	3442	3451	3443	3443
Service Consumption							
City Commercial Irrigation	19,000	11,000	18,000	91,000	174,000	62,600	
City Commercial 1 SPF	2,724,000	2,153,000	1,617,000	1,386,000	1,335,000	1,843,000	
City Commercial 3 Water only	49,000	180,000	213,000	187,000	107,000	147,200	2,052,800
City Residential Irrigation	1,000	1,000	-	1,000	1,000	800	
City Residential 1 SPF	8,001,000	7,917,000	7,723,000	7,606,000	7,266,000	7,702,600	
City Residential 3 Water Only	383,000	363,000	366,000	329,000	334,000	355,000	8,058,400
Rural Irrigation	-	-	-	-	3,000	600	
Rural Residential 1 SPF	52,000	57,000	32,000	38,000	43,000	44,400	
Rural Residential 2 Lagoon	1,080,000	1,097,000	969,000	977,000	1,114,000	1,047,400	
Rural Residential 3 Water Only	4,245,000	4,230,000	4,602,000	3,643,000	4,285,000	4,201,000	5,293,400
Rural Commercial 2 Lagoon	16,000	17,000	14,000	16,000	16,000	15,800	
Rural Commercial 3 Water only	90,000	96,000	120,000	161,000	109,000	115,200	131,000
Zero-Non Billed	120,000	31,000	31,000	28,000	19,000	45,800	45,800
Total Gallons of Consumption	16,780,000	16,153,000	15,705,000	14,463,000	14,806,000	15,581,400	15,581,400

Parks and Recreation - Director's Report – June 2021

Quote of the Month: “The secret of getting ahead is getting started. The secret to getting started is breaking your overwhelming tasks into small manageable tasks, and then starting on the first one.”—Mark Twain

Budget

I have met with Carolyn to review the budget for budget amendments 6 months in. We had to make very few amendments, which I feel like puts us moving in the right direction. There are several items that I think are still priorities for the budget year, including repairing the community building roof, (unplanned) and striping and sealing the pool parking lot (planned). The pool has opened, and after a slow start due to weather, is starting to pick up. At this point, I feel confident that we will meet our revenue goals.

Event/Program Planning and Recap

Baseball registration has closed, and most practices have begun. The pool has opened, and camp has started. Camp registration is ongoing and will continue throughout the summer. Freedom Fest is progressing on schedule, and we are hoping for dry weather to allow the park to be ready for the event. Vendor applications are robust, and we do not have space to accept all of the parties interested in participating. Summer programs will be offered throughout, with the anticipation of returning to a more normal schedule in the fall.

Maintenance

The maintenance team is rolling smoothly with a regular schedule, and has been able to keep all the properties presentable to the community, even with the unpredictable weather we have had in the early part of the summer. We currently are operating with 2.5 personnel doing mowing, string trimming, and all other landscaping duties. We are able to keep up, but are not able to move forward with some of the more detail oriented (mulching, weeding, flowerbeds, painting) type activities that could really make the parks shine. We have sourced a low cost (relatively) solution to the lack of trashcans in the park.

New Playground Project

Our intern has started, and is working to establish a timeline, overall plan, and funding sources for this project. I will provide additional updates as

Hiring

Recreation side:

We are nearly fully staffed at the pool, and hope to return to a more normal approximation of operating hours.

Operations side: We are hiring part-time maintenance staff for working in the Parks doing mowing and landscaping.



Willard Police Department
May 2021 - Monthly Statistical Report



Administration	Officer – DSN	Case #'s
Tom McClain, Chief	1601-001	5
Shannon Shipley, Lt.	1602-003	18
	Total	23

Squad #1	1603-044	Billie Deckard, Cpl	22	Squad #2	1604-027	Steve Purdy, Cpl. Investigator	34
	1607-050	Caleb Steen, Officer	25		1609-051	Wayne Hansen, Officer	37
	1605-056	Mark Cole, Officer	49		1608-054	Stefan Collette, Officer	67
					1606-053	Meagan Collins, Officer	52
	Total		96	Total			190

Reserves	Officer	Officer Names	Case #'s	Hours
	1630-024	Clint Heimbach, SRO		
	1631-045	Cindy Garton, SRO		
	1641-014	Brian Gordon, Reserve		
	1642-015	JD Landon, Reserve		8
	1645-047	Glenn Cozzens, Reserve		
	1646-031	Andrew Hunt, Reserve		
	1643-048	Tim Wheeler, Reserve		
	1647-049	Brandon Bond, Reserve		5.25
	Total			
Total Incidents for the month...			309	

Incident Statistics

Felony	11	HBO (Handled by Officers)	136
Misdemeanor	6	Use of Force	0
Infraction	117	Dog at Large	8
Other (Services)	159	Neglect-0 /Abuse-0 /Bites-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	613	613	12	51		0
WPD-01 2013 Charger	116,982	82	5	16		0
WPD-03 2013 Charger	150,730	711	19	37		302.00
WPD-04 2018 Explorer	76,868	960	14	69		654.78
WPD-05 2019 Charger	53,972	3410	32	107	15.00	773.51
WPD-06 2020 Charger	42,097	2972	26	114		35.00
WPD-07 2017 Explorer	17,724	309	12	26		0
WPD-08 M Harley	5,740	0	0	0	0	0

Vehicle Maintenance Details

WPD-01:	WPD-05: flat tire repair
WPD-03:	WPD-06:
WPD-04:	WPD-07:

Misc. Dept. Info:

Planning and Development Report
June 14, 2021

Ongoing Projects/ Developments

ATM Commercial Subdivision Phase 3- The Planning and Zoning Commission tabled the proposed Sketch Plan for further discussion, and since then the developer has re submitted a different layout to satisfy some of the comments from Planning and Zoning. This will be an agenda item later in the meeting, so staff has included additional information for your review and consideration. Please see ATM Phase 3 Sketch Plan.

Canterbury Place Subdivision- Staff has completed seven (7) rough in inspections for the developer. All of the homes but one are under roof and inside work is ongoing. Staff has issued one more permit (lot 3- walk out basement) to the developer who has the foundation completed.

North Brook Apartments- Staff has released final occupancies for the east half of the apartment. All of the work has been completed on this project and the permit has been closed out.

West Ridge- The P/Z Commission approved the final plat and final development plan with conditions agreed to by the developer. This is a separate agenda item later in the packet and staff has provided additional information for your review and consideration.

Miller Rd. Project- Work is still ongoing in preparation for asphalt work due to weather delays. We didn't make completion of the project by the first of June as staff had hoped for, but we can see the end insight if it would just quit raining for a few days in a row so that the paving could be completed.

CMH- Staff has inspected the sewer extension and witnessed the testing. The steel structure is up and the metal framers have started installing walls, masons are laying blocks and the waterline extension should begin soon.

Stone Creek Phase 2 and 3- Staff is currently awaiting construction plans from the developer.

Hoffman Hills Subdivision- Staff is currently awaiting construction plans from the developer.

Commercial Infill/Remodel Projects – Washboard Laundry Café- almost complete, Hive Restaurant -starting renovation, Corneilson State Farm Insurance- plans have been approved.

Additional ongoing projects – Plan reviews, issuing Building permits, Building Inspections, Nuisance Complaints, water policies and water fee structure review, wastewater engineering report, filing and processing Non -Residential User Pretreatment Questionnaires and FOG

inspections paperwork, Risk and Resilience Plan/Report. Staff continues to assist other departments and both Engineering firms- Algiers Martin and Cochran Engineering as needed.

Staff coordinated and conducted a Traffic Advisory Committee meeting on 6-9-21 and discussed several issues concerning pedestrian safety, crosswalk stripping, no outlet sign request, speed limit reduction, accomplishment signage for the Baseball team and Girls Volleyball team, etc. Staff has provided both the agenda and packet for your information. Please see attached information.

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:

11 permits were issued in May totaling \$3,411.60 in permit fees collected and has an estimated construction cost of \$380,450. Estimated value of work done year to date is \$4,273,114.89, with total permit fees collected at \$35,188.05

Attended the ATM Commercial Ph 3 Neighborhood meeting.

Updated the permit software SimpleCity.

Loaded the Fat, Oil and Grease files on a flash drive to send to Cochran, and updated the inspection list.

Began researching short term rental ordinances since we've had an increased interest and requests by residents.

Completed the sunshine requests for BuildZoom and Dodge Data and Analytics.

Mapping:

Researching older rezoning ordinances to add into the map data file.

Assisted a property owner with zoning clarification for an upcoming sell of the property.

Prepared critical manhole maps for maintenance.

Prosecuting Clerk:

368 Open cases without dispositions (302 have active warrants)

233 Open cases with dispositions, are pending payments (182 have active warrants)

81 Probation cases (12 have a class or community service hours to complete)

12 Deferred cases (all have completed class or community service that was required)

4 Discoveries, and 2 plea offers were sent to defense attorneys

There were 2 trials scheduled in May.

There is 1 trial scheduled for June.

Received an update of charge codes from Highway Patrol and added into ongoing list

-Abigail Brixey

**TRAFFIC ADVISORY COMMITTEE
MEETING
June 9, 2021
10:00 A.M.**

Notice posted on May 7, 2021

Notice is hereby given that the City of Willard, Citizen Advisory Committee will conduct a meeting at 10:00 a.m., June 9, 2021 at Willard City Hall, 224 W. Jackson, Willard, Missouri.

1. Call the meeting to order.
2. Approval of the Agenda/Agenda Amendments.
3. Approval of the Minutes from September 3, 2019.
4. Citizen input- Angie Wilson.
5. Discussion on Pedestrian Crosswalk signage and stripping.
6. Discussion on Howard Street stop sign update.
7. Discussion on Speed zones Kime Street/ Miller Rd. follow up.
8. Discussion on Miller Rd. widening project update.
9. Discussion on Volleyball recognition sign on 160.
10. Discussion on Utility pole on Tiger Alley.
11. Discussion on ATV/UTV ordinance.
12. Discussion on Greene Co IGA for asphalt.
13. Discussion on Streetlight for Osage/Hunt Intersection.
14. Discussion on Speed Limit sign for Langston.
15. Discussion on Dead End sign for Knight/South street.
16. Unfinished Business.
17. New Business
18. Adjourn

REPRESENTATIVES OF THE NEWS MEDIA MAY OBTAIN COPIES OF THIS NOTICE BY CONTACTING:

Jennifer Rowe
224 W. Jackson
Willard, Missouri 65781
(417)742-5302

June 8, 2021

Mr. Randy Brown
City of Willard

Dear Mr. Brown,

Thank you for the opportunity to address the Traffic Advisory Council regarding pedestrian safety in Willard. I wish I could attend the meeting in person, but I trust the concerns I raise here will be well addressed.

My 13-year-old son is the unicycle rider some of you might have seen riding around Willard. I have instructed him to walk across intersections as a pedestrian, walking his unicycle or bicycle across. He has had a couple of really close calls due to drivers not yielding and not signaling at four-way stops. I have also observed other kids trying to cross at crosswalks, having to wait through several drivers who do not yield. I posted my concerns on the Willard City News Facebook group and found that many drivers share the fear that a child or adult will be badly injured at a crosswalk, or worse, killed.

Willard has become widely known as a pedestrian and bike friendly town, thanks to our beautiful trails and increasingly useful system of sidewalks. I think we have an opportunity to embrace that reputation and build on it by promoting pedestrian and bicycle safety. I would suggest the city approach the issue as follows:

1. Increase awareness. Springfield has a pedestrian safety awareness campaign called #sgfyields. Part of that campaign includes installation of "Mr. Walker," a life-size metal cutout at several crosswalks in the city. These are highly visible and clearly communicate the message that this is a place a pedestrian should be able to cross safely. The cutouts are aesthetically pleasing, and Willard could even incorporate the tribal logo if that helps "sell" the idea. Most importantly, it is an additional signage reminding drivers what we already know: it is our lawful responsibility to yield for pedestrians at a crosswalk.

Where is Mr. Walker?

To increase awareness of crosswalk locations and remind drivers to watch out, the campaign includes a unique element – sculptural installations of the campaign's spokes-pedestrian "Mr. Walker." These brightly colored, life size metal cutouts will be installed near crosswalks at 10 locations around Springfield. They are intended to reinforce existing crosswalk signage and serve as a highly visible reminder to both drivers and pedestrians.

[See a list of Mr Walker installation locations.](#)



www.springfieldmo.gov/sgfyields

2. **Increase accountability.** Added signage at four-way stops to “yield for pedestrians,” reinforced by law enforcement ticketing offenders occasionally, will produce results. Willard’s social media page and small-town grapevine is pretty effective, and it would not be a negative thing to become known as a town that protects its vulnerable population: children and adults on foot. Bicyclists will also benefit if they choose to dismount and walk across four-way stops as pedestrians.
3. **Increase visibility.** Along with signage, freshly painted crosswalks will be a good reminder that these are “safe zones” for pedestrians. I know the paint wears quickly, and I appreciate the efforts already made by Public Works to keep the crosswalks fresh.

I realize it is impossible to guarantee safety for pedestrians in Willard, and no pedestrian should ever confidently assume a driver will yield. But knowing that many of the pedestrians trying to cross at crosswalks are young, without the benefit of judgment that we gain as adults, should drive us to do whatever we can to protect them. The last thing any of us wants to see added to our intersections is a cross and flowers placed there by parents who lost a child.

Sincerely,

Angie Wilson
107 Ridgeview Drive, Willard
417-742-1137
angiewilson139@gmail.com

From: Eric Turner <Eric.Turner@modot.mo.gov>
Sent: Wednesday, May 5, 2021 8:46 AM
To: develop.cityofwillard.org <develop@cityofwillard.org>
Cc: Cynthia Dunnaway <Cynthia.Dunnaway@modot.mo.gov>; Grady I. Porter <Grady.Porter@modot.mo.gov>
Subject: RE: signs

Randy,

Attached is the last contact I had with you about the accomplishment plaques. I will be happy to work on it once you get me the info.

We have just completed the Speed Study for now we do not recommend changing any speed limits on Rt O based on the data. The best course of action given the proximity of the school would be for you to install school flashers. The school flashers allow for up to a 10mph drop in speed limit during pickup and drop off times. I copied Grady Porter on this email and he will follow up with you on how that process works.

If you would like to talk on the phone you can call me at 417-895-7659.

Thanks,

ERIC TURNER

Senior Traffic Studies Specialist

Missouri Department of Transportation

Southwest District

3025 East Kearney, Springfield, MO 65803

o: 417.895.7659

c: 417.536.1246

e: eric.turner@modot.mo.gov

w: www.modot.org/sw

From: Planning and Development <develop@cityofwillard.org>
Sent: Wednesday, May 05, 2021 8:18 AM
To: Eric Turner <Eric.Turner@modot.mo.gov>
Subject: signs

Good morning Eric, I spoke with you a few months back about some recognition signs the school had requested. They have not gotten back with the City yet regarding those signs. About that same time I spoke with someone at MO DOT about citizen complaints regarding the Kime St / Miller Rd intersection and the posted speed limits west of that intersection. The person I spoke to said that they would look into it and possible do a study and then get back with us. Could you direct me to the engineer that I might of spoken to? I was thinking it was a lady but I cant find any e-mails or notes . I have been ask to follow up on this issue and not sure who I need to talk to. Any help would be greatly appreciated.

Thank you,

Randy Brown
City of Willard, Mo.

Willard Clerk

From: Planning and Development
Sent: Tuesday, May 11, 2021 10:26 AM
To: Willard Clerk
Cc: City Administrator
Subject: FW: signs
Attachments: School Flasher Packet.pdf; ELTEC Flasher Equipment.pdf; Sample TR 08.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Jenn, here is a response from MO DOT – Please print the email for the traffic advisory meeting. I don't think we need the pdfs included for the discussion- thanks RB

From: Grady I. Porter <Grady.Porter@modot.mo.gov>
Sent: Monday, May 10, 2021 10:53 AM
To: Planning and Development <develop@cityofwillard.org>
Cc: Cynthia Dunnaway <Cynthia.Dunnaway@modot.mo.gov>; Eric Turner <Eric.Turner@modot.mo.gov>
Subject: RE: signs

Randy,

Please let me know if you would like to pursue installing school flashers on RT O. The process involves completing an agreement with MoDOT basically stating that you will install the flashers and once they have been approved MoDOT will maintain the flashers. Once the agreement is completed the location of the signs will be chosen and a permit to work on MoDOT Right of Way will be issued to install flashers. Schools usually hire a contractor to do the installation.

I have attached some information about what will be installed and a sample agreement. Please let me know if you have any questions and if you would like to start the process.

Thanks,

Grady Porter

Senior Traffic Studies Specialist

Missouri Department of Transportation

Southwest District- Highway Safety and Traffic
Transportation Management Center of the Ozarks
1107 W. Chestnut Expressway, Springfield, MO 65802
o: 417.829.8056
c: 417.689.3783
e: grady.porter@modot.mo.gov
w: www.modot.org/sw

CITY LIMIT

Willard

POP 5,288

Girls Volleyball State
Champions 1981 & 2020

Boys Baseball
State Champions 2021



CITY LIMIT
Willard
POP 5,288





County of **GREENE** State of Missouri

GREENE COUNTY HIGHWAY DEPARTMENT
2065 N CLIFTON, SPRINGFIELD, MO 65803
FAX (417) 831-5216
(417) 831-3591



BOB DIXON
Presiding Commissioner

RUSTY MACLACHLAN
Commissioner 1st District

JOHN C. RUSSELL
Commissioner 2nd District

RICK ARTMAN
Administrator

May 4, 2021

City Administrator Bradley Gray
City of Willard
224 W. Jackson
PO Box 187
Willard, MO 65781

RE: 2021 Intergovernmental Cooperative Agreement (IGA)

Dear Administrator Gray,

Attached you will find a blank IGA agreement for 2021, a blank Description page, a copy of our original paving contract and the recent Amendment to the paving contract. If your municipality is interested in having paving done this year and would like to utilize our vendor's pricing; please sign and return the following by May 15, 2021.

1. IGA agreement (pages 1 and 2 only). (2 copies with original signatures)
2. Estimated Description page listing the asphalt overlay services you are requesting, street names and total estimated number of miles to be paved. (2 copies)

Please return, by US mail, the two IGA agreements with original signatures and description pages to my attention no later than May 15, 2021. Your prompt reply ensures ease of scheduling before the busy paving season gets underway. A fully executed copy of the agreement will be sent to you at a later time.

Please contact me at (417) 829-6504 if you have any questions. Jeff McCoullough is our Project Inspector for paving. You may contact him at (417) 829-6632 to schedule your paving needs.

Respectfully,

Robin Coble
Administrative Clerk II
Greene County Highway Department

Enclosure

Chapter 340. Miscellaneous Driving Rules

Section 340.115. Recreational Off-Highway Vehicles, Operation On Highways Prohibited, Exceptions — Operation Within Streams and Rivers Prohibited, Exceptions — License Required For Operation, Exception.

- A. No person shall operate a recreational off-highway vehicle, as defined in Section **300.010** of this Code, upon the highways of this City, except as follows:
1. Recreational off-highway vehicles owned and operated by a governmental entity for official use;
 2. Recreational off-highway vehicles operated for agricultural purposes or industrial on-premises purposes;
 3. Recreational off-highway vehicles operated within three (3) miles of the operator's primary residence. The provisions of this Subparagraph shall not authorize the operation of a recreational off-highway vehicle in a City unless such operation is authorized by such City as provided for in Subparagraph (5) of this Subsection;
 4. Recreational off-highway vehicles operated by handicapped persons for short distances occasionally only on the State's secondary roads;
 5. The City may issue special permits to licensed drivers for special uses of recreational off-highway vehicles on highways within the City limits. A fee of fifteen dollars (\$15.00) may be collected and retained by the City for such permit.
- B. No person shall operate a recreational off-highway vehicle within any stream or river in this State, except that recreational off-highway vehicles may be operated within waterways which flow within the boundaries of land which a recreational off-highway vehicle operator owns, or for agricultural purposes within the boundaries of land which a recreational off-highway vehicle operator owns or has permission to be upon, or for the purpose of fording such stream or river of this State at such road crossings as are customary or part of the highway system. All Law Enforcement Officials shall enforce the provisions of this Subsection within the geographic area of their jurisdiction.
- C. A person operating a recreational off-highway vehicle on a highway pursuant to an exception covered in this Section shall have a valid operator's or chauffeur's license, except that a handicapped person operating such vehicle pursuant to Subdivision (4) of Subsection **(A)** of this Section, but shall not be required to have passed an examination for the operation of a motorcycle. An individual shall not operate a recreational off-highway vehicle upon a highway in this City without displaying a lighted headlamp and a lighted tail lamp. A person may not operate a recreational off-highway vehicle upon a highway of this City unless such person wears a seat belt. When operated on a highway, a recreational off-highway vehicle shall be equipped with a roll bar or roll cage construction to reduce the risk of injury to an occupant of the vehicle in case of the vehicle's rollover.

CITY CLERK: (Informational only) MAY 2021

~Issued 8 Business Licenses.

~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.

~Handled citizen complaints and directed to the appropriate department heads.

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

~Completed Sunshine requests as received.

~Completed bid proposals and ensured advertising was complete.

~Assisted with creating FOG Permits.

~Assisted with Emergency Plan.

EMERGENCY MANAGEMENT: (Informational only) MAY 2021

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

~Monitored weather during severe storms.

COVID-19:

Staff is continuing to maintain precautions to prevent the spread of Covid-19 within the office. City Hall is opening the doors back up June 2nd.

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 Municipal Court	Reporting Period: May 1, 2021 - May 28, 2021	
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: JESSICA TRUITT		E-mail Address:		
Municipal Judge: KRISTOFFER 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		17	302	108
B. Cases (citations/informations) filed		3	9	4
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		3	16	5
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	0	2
6. dismissed by court		0	0	0
7. <i>nolle prosequi</i>		0	1	1
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		3	17	8
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		17	294	104
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	20	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	24	<input checked="" type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	544			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Willard Municipal Court	Reporting Period: May 1, 2021 - May 28, 2021
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V. DISBURSEMENTS

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, witness fees, and board bill/jail costs.	
Fines - Excess Revenue	\$4,083.00	Court Automation	\$389.46
Clerk Fee - Excess Revenue	\$369.80	Judicial Facility Srchg CT31	\$556.50
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$12.44	Total Other Disbursements	\$945.96
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$9,155.36
Total Excess Revenue	\$4,465.24	Bond Refunds	\$1,446.36
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements	\$10,601.72
Fines - Other	\$2,695.86		
Clerk Fee - Other	\$253.20		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$56.62		
Peace Officer Standards and Training (POST) Commission surcharge	\$56.64		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$396.69		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$8.15		
Law Enforcement Training (LET) Fund surcharge	\$112.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Sheriffs' Retirement Fund (SRF) surcharge	\$165.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$3,744.16		

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

Ordinance accepting the Supplemental Agreement with Cochran for Engineering services. (1st & 2nd Read) Discussion/Vote.

First Reading: 06/14/21

Second Reading: 06/14/21

Council Bill No.: 21-13

Ordinance No.: 210614

AN ORDINANCE

ACCEPTING THE SUPPLEMENTAL AGREEMENT WITH COCHRAN ENGINEERING FOR ENGINEERING SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS, ON BEHALF OF THE CITY OF WILLARD.

WHEREAS, the City of Willard accepted an Agreement with Cochran Engineering for Engineering Services on October 14, 2020; and

WHEREAS, the City of Willard has determined a need for additional services not covered under the original Agreement; and

WHEREAS, Cochran agrees to perform the various engineering services requested by City of Willard.

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 supplemental agreement with Cochran Engineering 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.

Mayor

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 _____ 2021.

MEMBERS OF THE BOARD OF ALDERMEN: YES NO ABSTAINED

TYLER KELLY

RYAN SIMMONS

DONNA STEWART

First Reading: 06/14/21

Second Reading: 06/14/21

Council Bill No.: 21-13

Ordinance No.: 210614

LARRY WHITMAN

SAM BAIRD

LANDON HALL

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

TYLER KELLY

RYAN SIMMONS

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

LANDON HALL

SUPPLEMENTAL AGREEMENT #1 –

LUMP SUM PROPOSAL

May 19, 2021

This Supplemental Agreement is made part of the Contract dated October 14, 2020 between the **City of Willard** and SW Missouri Engineering, LLC dba **Cochran** for Professional Civil Engineering Services. The purpose for this Lump Sum Proposal is to prepare a 20-Year Preventive Pavement Maintenance Plan for the City. In accordance with our previous discussions, we offer the following professional services:

SCOPE OF SERVICES:

1. Prepare maps to graphically illustrate all City owned streets and roadways for reference purposes in the Preventive Pavement Maintenance Plan (PPMP).
2. Meet with City staff as necessary to gather background information on previous maintenance activities and history.
3. Quantify surface areas of all City-owned streets.
4. Provide descriptions and justifications for recommended pavement treatments.
5. Rank and set priorities based on existing conditions of pavements.
6. Identify projects by residential subdivision streets, zones, and arterial roadways.
7. Prepare a 20-year preventive pavement maintenance plan. The plan will be prepared in a spreadsheet table format. Rows will identify streets, pavement treatment, and budget. Columns will show pavement treatment by year for the next 20 years. We understand this plan will require several iterations based on the following information:
 - Estimated City expenditure available for roadwork each year.
 - Possible federal funding opportunities for eligible roadways.
 - Recent asphalt pricing in the area.
 - Recommended pavement treatments.
8. Presentation of PPMP to City Council

9. The final Preventive Pavement Maintenance Plan will be provided in a report format.

The total amount of fee to be paid for the "Scope of Services" outlined in this proposal shall be a lump sum fee of \$20,000.00.

Supplement Agreement No. 1 accepted as defined herein:

Sincerely,



Dave Christensen, P.E.
Vice President

Acceptance:
City of Willard

By: _____

Title: _____

Date: _____

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 grant funding from MEM for the Police Department DART System. (1st & 2nd Read) Discussion/Vote.

First Reading: 06-15-2021

Second Reading: 06-15-2021

Council Bill No.: 21-14

Ordinance No.: 210615

AN ORDINANCE

ACCEPTING THE GRANT FUNDING FROM MISSOURI EMPLOYERS MUTUAL (MEM) TO PROVIDE FUNDING FOR THE DART TRAINING SYSTEM FOR THE POLICE DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS, ON BEHALF OF THE CITY OF WILLARD.

WHEREAS, on February 24, 2021, an application was submitted to MEM FOR funding for a DART system for the Police Department and;

WHEREAS, on May 07, 2021, the City of Willard was notified that the application had been approved and awarded in the amount of \$5,025 and;

WHEREAS, the local match for this award will be \$5,025.

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

Section 1 – The Board of Aldermen of the City of Willard hereby authorize the Mayor to execute the contract between the City of Willard and Missouri Employers Mutual (MEM), said contract to be substantially in form and content as that document attached hereto and incorporated herein by reference as Exhibit "A".

Section 2 – This Ordinance will be in full force and effect from and after passage.

Approved as to form: _____
City Attorney

Mayor, Samuel Snider

Attest: _____
City Clerk

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

_____	_____	_____	_____
TYLER KELLY			

_____	_____	_____	_____
RYAN SIMMONS			

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

LONDON HALL

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

YES NO ABSTAINED

TYLER KELLY

RYAN SIMMONS

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

LONDON HALL



May 07 2021

Tom McClain
City of Willard
224 W JACKSON ST
WILLARD, Missouri 65781
Policy No. 3000055

Dear Tom McClain:

Congratulations! Your business was selected to receive a safety grant of up to \$5,025 from Missouri Employers Mutual. MEM's SafetySMARTS Safety Grants take your money twice as far, and we're excited to help you invest in safety to protect your employees and your bottom line.

The following items from your application are approved for purchase:

- DART Single System Firearms Training Device (\$5,025)

Please note: Only these specific items are eligible for reimbursement. If you wish to make a change to these items, you must submit a request via [email](#) explaining the safety features of requested items and show a comparison of the approved items and the newly proposed items. Any costs associated with installation or training cannot be reimbursed. Deviation from these items without prior approval will result in forfeit of grant funds.

MEM may share your business name and approved initiative in publications and with the media. If you prefer your information not to be released, you may opt out by emailing Laura Gerding at lgerding@mem-ins.com by May 15, 2021.

Once you've made your purchase, simply login to our safety grant website to complete your reimbursement request form. You'll need your W9, proof of payment and receipts. We also ask that you include photos and/or videos of the implementation of your new equipment so we can recognize your workplace safety efforts. After the form is approved, we will notify you within 30 days to give you the details on your reimbursement as well as information regarding the two-year post-award process.

Remember, this Safety Grant program offers a dollar-for-dollar match for safety equipment, unless the cost of your safety equipment exceeds \$20,000. So, your final reimbursement will be no more than half of the total cost per item (listed above), up to \$10,000. For clarification, please send questions to the contact information provided below.

SafetySMARTS

As stated more fully in your policy under Part Six (A), we have the right, but are not obligated, to survey your operations and workplaces at any time. These surveys are not safety inspections, but are performed for underwriting purposes. We may provide you with reports on the working conditions observed and submit recommendations for changes to reduce the potential for incidents and injuries. No other liability is assumed by reason of this report as it is only advisory in nature. Our Safety and Risk Services and reports do not replace your responsibility to make sure that your workplaces are safe and comply with all applicable health and safety laws, regulations, codes or standards.

The deadline for purchasing and implementing your safety control for this cycle of awards would normally be September 13, 2021. However, in light of the circumstances created by Covid-19, MEM is extending the grant reimbursement deadline to a full year. The deadline for purchasing and implementing your safety control will now be May 14, 2022. While it is our hope you will implement the needed safety controls as soon as possible, we acknowledge some businesses are facing a different financial situation now than they were at the time of their application. There will be no extension requests granted beyond the May 14, 2022 deadline as we've already granted an eight month extension to all winners. If your forms are not received by the deadline, the safety grants funds will be forfeited.

If you have any questions, please contact our Resource and Support Center at safetygrants@mem-ins.com or 1.888.499.SAFE (7233).

Thank you for your commitment to improving safety in your workplace!

Sincerely,

The MEM Safety Grant Review Committee

cc: 2410-2 Ollis/Akers/Arney - Springfield



Digimation | DART Range
1515 International Parkway
Suite 2013
Lake Mary, FL 32746

To Whom it May Concern:

Digimation is the sole source provider for the following products:

- DART Range Firearms Training Simulator (hardware)
- DART Range (software)
- DART Creator (software)
- DART Studio (software)
- DART Trace (software)
- Visible Weapon (software)

This letter is to confirm that **DART Firearms Training Simulator** is a sole source product manufactured, sold, and distributed exclusively by Digimation Inc. No other company makes a similar or competing product. This product must be purchased directly from Digimation at the address listed above. There are no authorized dealers to represent this product.

If you desire additional information, please see the attached specification sheet, visit our website at <http://dartrange.com>, or contact us directly at (407) 833-0600.

Thank you for your interest in our products.

A handwritten signature in blue ink, appearing to read "DAVID AVGIKOS", with a long, sweeping flourish extending to the right.

David Avgikos | President

1515 INTERNATIONAL PARKWAY STE 2013

LAKE MARY FL /// 32746



LEARN. PRACTICE. IMPROVE.

It sounds obvious, right? Learn a skill and practice it over and over again until it becomes second nature. But when it comes to firearms training, it isn't that simple. Why?

For most law enforcement agencies, firearms training involves quarterly or semi-annual trips to the firing range where the focus is on qualification. And if you are instructed in new skill sets – such as weak hand shooting, unorthodox firing positions, or tactical maneuvers – practicing those skills just a few times each year isn't enough to drive confidence and make them second nature.

In other words, you aren't able to practice and improve.

The DART firearms simulator solves this problem by allowing your department to practice vital firearms skills with unmatched frequency. That's because it can be set up in virtually any indoor room and it's easy enough to use without a dedicated software administrator. Between visits to the range, you'll be training in a cutting-edge environment that doesn't require travel, time off, or ammunition. And because it's completely safe, you'll be able to practice skills that may be prohibitive at a live-fire range.

DART offers even more training opportunities than other simulator systems because it can be used where large simulators can't and costs a fraction of larger systems. Better trained officers, reduced training costs, and lower overall liability – all made possible with DART.

Schedule an onsite or online demo at dart.range.com/book.

DART



“EXACTLY WHAT WE NEEDED.”

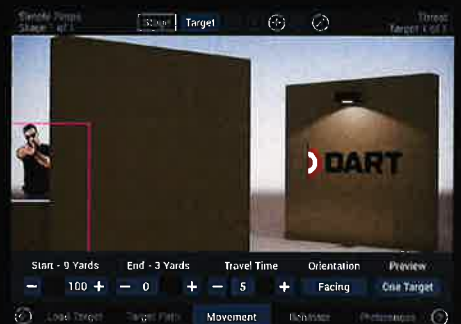
DART delivers more training for less.

Less Bulk. Because many agencies don't have dedicated spaces for a training simulator, DART is designed to be ultra-portable, making it easy to set up anywhere.

Less Complex. DART was designed from the ground up to be easy to use. This means that it will be utilized much more often, continually providing training.

Less Expensive. Of course none of this matters if you can't afford it in the first place, so a complete DART system with everything needed to build and run training courses costs just \$5,995.


Learn more at dartrange.com.



Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Digimation, Inc.

2 Business name/disregarded entity name, if different from above.
DART Range

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4300 W Lake Mary Blvd Suite 1010 #405

6 City, state, and ZIP code.
Lake Mary, Florida 32746

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
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or

Employer identification number

7	2	-	1	2	6	2	7	1	4
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ 

Date ▶ **MAY 3, 2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Firearms Training Simulator
Cost Justification Documentation

dartrange.com

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Problem Statement

“There is no branch of public service where a man is so dependent upon his own initiative and resources as in the police department. When the police officer is sent out on patrol, he must be ready to meet practically any situation at a moment's notice”.¹

The U.S. Supreme Court phrased it like this, “police officers are often forced to make split second judgments in circumstances that are tense, uncertain, and rapidly evolving.”²

Imagine running *towards* an active shooter incident while everyone else is running away. We expect police officers to respond accurately, quickly, and efficiently to potential threats. What are the consequences if they do not? This question leads us to closely examine the firearms training we provide to our officers.

In a perfect world, we would provide our law enforcement officers with monthly, weekly or even daily firearms training. We would have the resources to offer remedial training to officers who are lacking confidence and skills, and work with them to improve rather than conducting a probationary release. The reality, however, is starkly different. Limited access to a live shooting range, budgetary constraints on ammunition, and paying officers overtime to attend training or cover shifts, prevent us from providing as much training time as the job demands.

This lack of training is a serious issue for the law enforcement officer, the community, and for potential victims of crime. In addition, the courts view cities that fail to provide adequate training as “deliberately indifferent” to the need for more training on the use of deadly force.³

Research has shown that in order to be able to react appropriately in an active shooter situation, it is necessary to participate in repetitive firearms training. Yet, most police departments only train about two times a year, averaging less than 15 hours annually.⁴ This is not an acceptable amount of training for officers who can be called on at any time to face the challenges of an active shooter.

Considering these limitations, how can firearms training be implemented in a cost effective, innovative manner that allows the officer to learn, practice, and improve? How is it possible to increase muscle memory, movement, and decision making in a safe, realistic setting? How can a department increase training opportunities while lowering the overall cost of training?

¹ Police Training – Its Needs and Problems, George H. Brereton

² Graham v. Connor

³ Zuchel vs. City and County of Denver, Colorado

⁴ Police firearms training: How often should you be shooting? Dave, Grossi, June 23, 2011 PoliceOne.com

Project Description

In a growing number of police departments, firearms training simulators like DART Range have proven to be an effective platform for training because they provide opportunities for frequent, repetitive practice. Numerous studies support the effectiveness and unique advantages of simulation training.

In 2008, the Royal Canadian Mounted Police (RCMP) began the first of several studies designed to determine if pistol shooting skills could be acquired in a simulated environment, whether these skills could be acquired in the absence of both live-fire and recoil training, and the extent that these skills were transferable to a real-world setting.

At the conclusion of the study, the RCMP determined that pistol training can be conducted in a simulated range environment, and that live-fire and recoil are not necessary to learn how to accurately shoot a pistol. In fact, the studies revealed that a police officer can acquire all of their pistol skills in the absence of live-fire using only simulation training, that the skills are transferable to a real world setting, and that the skills are better maintained than their live-fire trained peers.⁵

In 2010 the Federal Law Enforcement Training Centers (FLETC) staff embarked on a firearms simulation study of their own to look at the effectiveness of training students with firearms simulators. The result of the research showed that the difference between groups trained with laser simulators was statistically insignificant from those who progressed through their handgun training with live fire weapons.

In addition, the use of shooting simulators gave instructors an often-overlooked advantage – the ability to communicate with the students in a normal voice, since hearing protection was no longer required. Further, there were numerous safety advantages to using laser pistols with basic students learning their grip, stance, trigger pull and other essential weapon handling skills on their road to firearms proficiency.

With the ability to handle far more students in a given space than a live-fire range, lower maintenance costs, and greater sustainability, firearms simulation training can be seen as a firearms facility multiplier that quite literally offers more “bang for the buck.”⁶

⁵ International Police Training Journal, Issue 5, March 2013

⁶ ‘Firearms Simulation Study’ in the Spring 2011 edition of the FLETC Journal

Using the DART firearms training simulator as an integral part of a firearms training program promotes more frequent practice and shooting repetition – elements that are key to developing confidence and muscle memory. Unlike live-fire training, there is no associated ammunition cost with simulated training. As a result, there is nothing to limit the amount of rounds an officer fires. This creates an opportunity for an officer to receive training specifically tailored to correcting their firearms deficiencies through repetitive shooting.

Because simulation training is completely safe, firearms instructors can easily evaluate the student and make adjustments in training to strengthen their abilities. A strength of using a simulator to provide repetition and scenario training for firearms instruction is that it provides the range instructor complete control to create training that will best help the individual officer gain confidence in the firearms skills necessary for a rapidly-changing shooting incident. The firearms instructor can use software included with the DART system to create training courses designed specifically to address the weaknesses shown during qualifications.

Implementation of firearms simulator training generally begins with the training staff learning how to develop different courses and scenarios using the DART software. This can be accomplished through instruction with the firearms simulator company in a single day. Once trained, the firearms instructor will be able to create training relevant to the students' specific weaknesses or precise training need. The key element of the simulator training is being able to address firearms concerns quickly, effectively, and in a financially responsible manner. Officer safety is a constant concern for every department. Ensuring that officers receive every opportunity to improve firearms skills provides the officer with confidence and increases the expectation of being able to respond appropriately to emergency situations.

The DART firearms simulator is portable and can be set up in any room. This capability enables scenario training in rooms with furniture, hallways, staircases, etc. Realistically, any place with electricity can become a training site. A benefit of the portability is the department will be able to implement realistic firearms training in different locations. A prime example is the capability to take the simulator to a local school and set up realistic firearms training scenarios inside the school itself. This type of real-life training is invaluable to the officers and the community we serve. The ability to conduct simulator training in local businesses, shopping areas, schools and churches will help our officers to respond quickly, efficiently, and responsibly during an incident.

The ability to safely create live fire simulations is not only essential to the proper training of police officers for firearms qualifications, it is also beneficial to the community to show citizens of the community the reality of firearms incidents. The DART firearms simulator includes a special mode to allow citizens to attempt selected qualification drills and scenario training to show that police training is comprehensive. This can help strengthen police/community partnerships when members of the community are able to experience a simulation of decisions necessary during a shooting situation.

Many departments interact with groups of young people, such as Explorers, who are considering law enforcement as a profession. The DART system will allow these groups to practice firearm qualifications and scenario situations in the simulator. This is an exciting implementation because it will provide opportunities for simulated scenarios to provide training which could help the Explorers decide if law enforcement is a viable career path.

Obviously, training police officers is the main reason to implement a DART firearms simulator. The DART simulator will be used to help to correct deficiencies in traditional firearms qualifications, and to build the repetition necessary for well-trained muscle memory to take over during a shooting incident. The simulator will be used for scenario training, not just in the police department, but out in the community in businesses, schools, and public gathering places. The possibilities for the system are limited only by the access to a projection area and access to electricity.

Employee engagement is another key area that benefits from advanced training. Officers who show that they have the potential to learn new skills and devote themselves to certain training areas prove that they are committed to their job and the department. Richard Axelrod (2010) defines this type of engagement as a “psychological state in which employees feel a vested interest in the company’s success and are both willing and motivated to perform to levels that exceed the stated job requirements.”⁷

⁷ A Need for Change: The Importance of Continued Training and Education for Modern Day Police Officers, Michael K. McHenry

Project Objectives

DART simulation training is often implemented with several objectives in mind.

Reduced Equipment Costs

Simulation training should reduce the amount of live ammunition needed for training annually. While training ammunition is still required for qualification and live practice, interim practice sessions, including time spent with new or deficient shooters, can be done without ammunition using DART Range.

In addition, simulation training will result in less “wear and tear” on service weapons and department-owned range facilities.

Increased Training

Simulation training can dramatically increase the amount of training hours per officer by providing access to a digital range within the department building. For some departments, training is done 15 minutes before or after a shift. This alone can represent more than 60 hours of additional training annually – a 400% increase in the amount of firearms training hours an average officer receives.⁸ Even a more modest approach of 20 minutes once per week would double the average officer’s training time.

Besides an increase in training time, DART simulation training can be used to practice skills and techniques not generally available on a live range due to safety concerns. Some of these skills include:

- Emergency tactical reloading with either hand
- Low-light and judgmental (decision-making) shooting
- Shooting while moving to cover
- One-handed firing
- Giving verbal challenges
- Engaging multiple targets
- Malfunction drills
- Holster drills

Performance data and training times can be collected by the range instructors for every participant and may include pass/fail notations and all remedial training documentation.

⁸ Police firearms training: How often should you be shooting? Dave, Grossi, June 23, 2011 PoliceOne.com

Time Savings

DART simulation training can reduce the number of overtime training hours by eliminating the time required to travel to and from a range, gun cleaning and maintenance, and related activities.

Personnel Objectives

Simulation training reduces the chance of accidental injury or death related to firearm training activities.

Deficient shooters lacking confidence and skills can benefit from remedial training on the DART simulator rather than conducting a probationary release.

Officers who show that they have the potential to learn new skills are more committed to their job and the department.

Timeline/Activities

A timeline to implement the DART firearms simulator begins with the purchase of the DART training system which includes the simulator equipment, projector with speaker, software, laser training weapon(s), and training. Delivery generally occurs within one week of purchase. Training can take place at company headquarters in Orlando, Florida or the department's location. Most training lasts one day, which is enough to learn and begin using the system.

Along with various courses of fire that are included with the training simulator, DART includes a digital version of a purchasing department's own state mandated qualification course at no additional cost. This will allow officers to fire repetitive rounds on their own qualification course prior to formal qualification. This type of training can be implemented within a day of taking delivery.

In addition to repetitive shooting, your firearms instructors can create simulated firearms scenarios which will involve movement, concealment, and other important skills.

The addition of the firearms simulator provides firearms training sessions each month rather than the previous schedule of two times per year. The implementation of the simulated firearms training sessions will increase the number of firearms training sessions by 200% for our sworn personnel. This type of cost-effective real-world scenario training with repetition is what can save lives in time of emergency response.

The strength of the firearms simulator training is twofold. First, the system is completely managed by the firearms instructors to create firearms qualifications and scenarios which benefit the student and strengthen necessary skills. Second, because ammunition is simulated, the system can be used to fire exponentially more rounds than could ever be possible with live fire qualifications. The portability of the system and ease of use make the timeline for implementation relatively short to allow the system to be used almost immediately right out of the box.

The rapid implementation of the DART firearms simulator is a realistic goal for police departments of any size. The equipment is portable, and the software is easy to learn and use. The firearms simulator will enable officers to improve their firearms skills and will provide another tool to be used in community outreach.

Participating Agencies/Collaboration

The DART firearms simulator is a self-contained, affordable system and does not require collaboration with multiple agencies. Once implemented, it will provide your department with a tool to reach out to neighboring law enforcement agencies, citizens, businesses, schools, hotels, and stores. It enables training to be fluid, realistic, and useful.

The implementation of this equipment will allow for creativity in training which will enable the firearms instructors to help to correct specific training deficiencies. Officers will benefit from the repetition in traditional firearms training and will be able to participate in scenario training with other officers, which would be too dangerous during live fire training. Additionally, the ability to use the firearms simulator with civilian groups like the Explorers or Citizen Police Academy will provide departments with another outreach tool, which helps members of the community to better understand the responsibilities of the law enforcement officer.

Budget

The cost of a DART firearms training simulator ranges between \$6,900 and \$12,000, with an average cost of just under \$10,000.

These costs include all the necessary items to use the firearms simulator. While there are different software options, all systems come with DART Range and DART Creator software which provides the ability to load, edit, create, and run an infinite variety of courses.

A wide variety of laser training weapons are available for the system including dedicated laser training pistols and rifles with and without recoil, and options for using a department's existing service weapon(s) including pistols, rifles, and shotguns.

All DART systems include a soft-sided carry case; however, a hard-sided, wheeled travel case is available to offer additional protection.

Sole Source Discussion

For the purposes of creating a sole source justification for DART Range, the following details should be considered:

While virtually all other simulation systems use prerecorded video clips as the key component in their training systems, DART training is built around interactive 3D graphics - like those used in most military simulation and training programs. 3D graphics offer several advantages over prerecorded video movies including more accurate shot detection, true randomized responses to officer actions, and easier course creation. Based upon our research, Digimation is the only manufacturer of firearms simulation equipment and proprietary software based on interactive 3D graphics.

Digimation has also developed two proprietary software packages called DART Creator® and DART Studio®. These packages allow for the easy creation of unique training courses that can only be used on DART simulation equipment. DART Creator and DART Studio are the only known software packages allowing for the creation and display of interactive 3D graphic-based courses of fire. DART Creator software is included at no extra charge with all DART systems, while DART Studio can be added to any DART simulator at the time of purchase, or later as requested by the customer.

Finally, the DART system is the smallest full-featured firearms simulator available. The entire system measures just 14 x 12 x 10 inches. In addition, when compared to competitor pricing published in various GSA schedules, a complete DART system is between 5-25% of the cost of competing systems.

In summary:

- 1) DART simulators are exclusively built around a platform of interactive 3D graphics, which provides numerous advantages and futureproofing compared to prerecorded video movies.
- 2) DART is the only simulator to include DART Creator software, which can be used to create all new courses of fire and training content.
- 3) DART is the most compact simulator available.
- 4) No other simulator on the market requires less of an investment than DART.

Digimation is the manufacturer and only source for DART simulation equipment and capabilities.



Quote

From:

Remit Payment To | checks payable to "Digimation"

Digimation | DART Range

4300 W. Lake Mary Blvd.

Suite 1010 #405

Lake Mary, Florida 32746

(407) 833-0600

Federal Tax ID 72-126 2714

Quote Number	983-6955
Quote Date	May 28, 2021
Valid Until	July 28, 2021
Total	\$10,050.00

To:

Willard Police Department

chiefofpolice@cityofwillard.org

Hrs/Qty	Service	Rate/Price	Sub Total
1	DART System Including software & accessories in soft-sided case. 1-year warranty included.	\$6,500.00	\$6,500.00
1	Standard Projector with Speaker DART compatible projector with portable enhanced speaker and noise filter	\$800.00	\$800.00
1	Laser Training Weapon - equivalent to Glock GLOCK form training weapon with IR laser	\$600.00	\$600.00
1	Extra Magazine Extra magazine for training weapon	\$50.00	\$50.00
1	DART Studio Software with enhanced capabilities for creating scenario-type situation using realistic-looking TruTargets.	\$2,000.00	\$2,000.00
1	Shipping FedEx Ground	\$100.00	\$100.00

Sub Total	\$10,050.00
Tax	\$0.00
Total	\$10,050.00

FREE DART Technical Training offered in Lake Mary, Florida (within 1 year of purchase)

Questions? Contact Dave Nielsen at daven@dartrange.com or (407) 280-1169.

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 accepting the Intergovernmental Agreement between the Greene County Sheriff's Department and the Willard Police Department. (1st & 2nd Read)
Discussion/Vote.**

First Reading: 06-14-21

Second Reading: 06-14-21

Council Bill No.: 21-15

Ordinance No.: 210614

AN ORDINANCE

An Ordinance authorizing the Mayor to execute an agreement between the City of Willard Police Department and the Greene County Sheriff's Department to render aid by law enforcement personnel in response to an emergency or disaster for the City of Willard, and declaring it an emergency.

Whereas, Chapter 70, Section 70.220, RSMo, authorizes government and political subdivisions to cooperate with one another in various matters; and

WHEREAS, it is recognized that in certain situations the use of law enforcement personnel to provide aid outside the boundaries of the political subdivision from which such law enforcement personnel authority is derived, may be desirable and necessary in order to preserve and protect the health, safety, and welfare of the public; and

WHEREAS, the Parties desire to enter into an agreement for the City of Willard, Missouri authorizing law enforcement personnel to respond to emergencies or disasters as detailed in this Agreement outside the boundaries of the City of Willard, Missouri and within Greene County, Missouri; and

WHEREAS, the Greene County Sheriff's Office authorizes properly certified deputy sheriffs to respond to emergencies and disasters as detailed in this Agreement within the boundaries of the City of Willard, Missouri, as directed by the Sheriff of Greene County, Missouri; and

WHEREAS, the City of Willard, Missouri has authorized its law enforcement personnel in the City of Willard, Missouri Police Department to respond in emergency situations and disasters within Greene County, Missouri, as directed by the Chief of Police of the City of Willard, Missouri; and

WHEREAS, the Parties have each determined that it is in the public interest of both Parties to enter into this Agreement.

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 Board of Aldermen authorizes the Mayor, on behalf of the City of Willard, to execute the amended agreement between the City of Willard and the County of Greene and the Springfield-Greene County Office of Emergency Management to provide disaster mitigation and pre-disaster preparedness services for the City of Willard as described in Exhibit "A" of said agreement. A copy which is attached hereto and incorporated by reference as Exhibit "A".

Section 2. This ordinance shall be in full force and effect from and after passage.

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE 14th DAY OF JUNE, 2021.

APPROVED BY:

Sam Snider, MAYOR

ATTEST: _____, Jennifer Rowe, CITY CLERK

Approved as to form: _____, Ken Reynolds, City Attorney

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

1ST READ:

TYLER KELLY

RYAN SIMMONS

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

LANDON HALL

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

2ND READ:

TYLER KELLY

RYAN SIMMONS

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

LONDON HALL



GREENE COUNTY
SHERIFF
JIM C. ARNOTT



OFFICE: (417) 868-4040
FAX: (417) 868-4830

March 10, 2021

VIA: USPS

City of Willard Police Department
Attn: Chief Tom McClain
P.O. Box 187
Willard, MO 65781

RE: Intergovernmental Agreement for Mutual Aid Police Services, Emergency and
Disaster Services

Dear Chief McClain,

Enclosed please find two original, signed Intergovernmental Agreements for Mutual Aid Police Services, Emergency and Disaster Services between the Greene County Sheriff's Office and the Willard Police Department.

Please have these documents signed by the appropriate individuals in your organization and once completed, please return one fully-executed original to me for our records.

If you have any questions, please feel free to contact me by phone at 417-829-6684 or by email at vpetersen@greencountymo.gov.

Sincerely,

A handwritten signature in blue ink that reads "V. Petersen".

Valerie Petersen
Paralegal, Greene County Sheriff's Office

**INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID, POLICE SERVICES,
EMERGENCY AID AND DISASTER SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT is entered to facilitate aid from law enforcement or peace officers as defined by the statutes referenced herein (“officers”) employed by the Sheriff of Greene County, Missouri (“GCSO”) and the City of Willard, Missouri through its Police Department (“City”).

WHEREAS, it is recognized that in certain situations the use of officers outside the territorial limits of the jurisdiction where such are employed may be desirable and necessary in order to preserve and protect the health, safety and welfare of the public; and

WHEREAS, Section 70.220, RSMo. authorizes cooperative action between municipalities and political subdivisions, or with an elective or appointed official thereof, for a common service; and

WHEREAS, Section 70.815, RSMo. authorizes the governing body of any political subdivision, by ordinance, order or other ruling, to enter into agreement, the scope of which may be general, with any other political subdivision, for the provision of police services by one political to another on request, without compensation, and that all officers providing police services in another jurisdiction pursuant to such an agreement shall have the same powers of arrest as officers of the requesting political subdivision, and shall have the same immunity as if acting within their own jurisdiction; and

WHEREAS, Section 70.820, RSMo. authorizes officers to respond to emergency situations outside the boundaries of the political subdivision from which such peace officer’s authority is derived pursuant to enabling ordinance, order or other ruling by the governing body of the political subdivision from which the officer derives such officers’ authority and by the governing body of the political subdivision in which the emergency situation is alleged to be occurring; and

WHEREAS, Section 70.820, RSMo. additionally authorizes that an officer may arrest at any place within the state any person the officer sees asserting physical force or using forcible compulsion for the purpose of causing or creating a substantial risk of death or serious physical injury to any person or any person the officer sees committing a dangerous felony as defined in Section 556.061, RSMo. and that any such action shall be deemed to be within the scope of the officer’s employment; and

WHEREAS, Section 70.837, RSMo. provides that county sheriffs and political subdivision police departments may provide assistance to one another in the state at the time of a significant emergency such as a fire, earthquake, flood, tornado, hazardous material incident or other such disaster, and

WHEREAS, it is in the public interest to enter into a cooperative agreement for the purpose of providing mutual aid, police services, emergency aid and disaster services outside the jurisdictional boundaries of the City of Willard and within Greene County, Missouri;

THEREFORE, IT IS AGREED AS FOLLOWS:

DEFINITION OF TERMS:

These terms shall have the following meanings when used in this Agreement:

1. "Emergency Situation" means any situation in which an officer has a reasonable belief that a crime is about to be committed, is being committed, or has been committed involving injury or threat or injury to any person, property, or governmental interest and the officer's response is reasonably necessary to prevent or end such emergency situation or mitigate the likelihood of injury involved in such emergency situation. This also includes situations in which the officer is engaged in in fresh or hot pursuit as authorized by law, including Section 544.157, RSMo.

2. "Chief law enforcement officer" means the Sheriff of Greene County, Missouri or the Chief of Police for the City of Willard, Missouri.

3. "Officer" means a Missouri law enforcement officer licensed as required by the Peace Officer Standards and Training (POST) Commission pursuant to Chapter 590 and/or as defined by § 556.061, RSMo. under the command of a chief law enforcement officer.

4. "Aid" means a response by an officer as authorized by their chief law enforcement officer to a request for mutual aid, police services, emergency situation, or disaster services.

5. "Disaster" means a fire, earthquake, flood, tornado, hazardous material incident or other natural or man-made emergency.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Each chief law enforcement officer as defined in this Agreement, or the officer commanding in their absence, or at their direction, is authorized to render and request mutual aid, police services, emergency situation and disaster services, collectively described herein as "aid," to the other chief law enforcement officer as defined in this Agreement, to the extent of available personnel and equipment not required for adequate protection of the party rendering aid. The judgment of the rendering party as to such availability shall be final.

2. Consistent with this Agreement, officers of the GCSO as directed by their chief law enforcement officer may respond or provide aid within the jurisdictional boundaries of the City.

3. Consistent with this Agreement, officers of the City as directed by their chief of law enforcement officer may respond or provide aid within the jurisdictional boundaries of Greene County, Missouri.

3. Officers used to render aid shall continue to follow their own command structure but shall coordinate with the party being aided and render aid to the extent authorized by both chief law enforcement officers.

4. Officers who render aid authorized by this Agreement shall have the same powers, authority, and protections, that they would have acting within their own territorial limits, and the

same powers, authority, and protections provided to officers of the party requesting aid.

5. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of any rights or defenses with regard to applicable sovereign, governmental, official, or any individual immunities and any other protections or defenses as provided by federal and state constitutions, statutes, and laws. The procurement and maintenance of insurance shall not be construed as waiving any such defense otherwise available.

6. A chief law enforcement officer shall endeavor to request aid no fewer than thirty (30) days prior to the date on which aid is desired, and if this is not practicable due to the nature of the need for aid, then at least within a reasonable amount of time prior to the date for which aid is requested.

7. A request that is capable of being made at least five (5) days prior to the date for which aid is desired, shall be in writing, directed to the chief law enforcement officer from whom aid is sought.

8. In the event the event a request is not capable of being made at least five (5) days prior to the date for which aid is desired, such as where the request is based on an emergency situation or disaster, then the request may be conveyed verbally.

9. In the event a request is not capable of being made at least five (5) days prior to the date for which aid is desired, including requests that were conveyed verbally, then the chief law enforcement officer who requested aid shall make a written statement of the aid that was requested, and submit this to the chief law enforcement officer from whom aid was requested, no later than five (5) days after the date for which aid was requested.

10. This Agreement shall not be construed to impose or create any duty to request or render aid, or to provide or refuse aid, or to require that aid be provided in any particular manner.

11. This Agreement shall not form the basis for any person or entity to be liable, to any person or entity, for any act or omission related to the manner in which aid pursuant to this Agreement is requested, refused, or provided, regardless of any delay, mistake, refusal, negligence, or failure to effectively address or resolve any matter arising out of or related to a request for aid or provided or withheld aid.

12. This Agreement shall not be construed as an agreement for the benefit of any third party, including, but not limited to, that this Agreement does not create any employment relationship of any kind, including any between any individual who receives, responds, or renders aid, and that no such individual shall be entitled to wages or benefits or compensation of any kind as the result of receiving, responding, or rendering aid, including any pursuant to any employment law liability theory, such as, but not limited to: the Fair Wage and Labor Standards Act of 1938, and as subsequently amended, all Missouri statutory laws, including Workers' Compensation, or common law.

13. This Agreement shall be effective upon the signing of the last signature affixed to this document and shall last through December 31, 2024.

14. This Agreement may be cancelled at any time by the cancelling chief law enforcement officer providing written notice to the other chief law enforcement officer at least six (6) months prior to the effective date of cancellation.


15. This Agreement constitutes the entire understanding described herein and supersedes any prior agreements, written or verbal, and may only be amended or modified by a writing executed with the same formality of this Agreement. This Agreement shall be construed as having been drafted jointly.

16. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri. Should any part of this Agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

17. This Agreement may be signed in one or more counterparts, each of which shall constitute an original, but all of which together shall be one and the same document. For purposes of executing this Agreement, a document signed and transmitted electronically, by facsimile machine, or telecopier, is to be treated as an original document. Each signature shall be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature or an original document.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the party's duly authorized representatives as set forth below.

GREENE COUNTY SHERIFF'S OFFICE




Sheriff Jim C. Arnott
Date: 1-7-21

Approved as to form:



Damon S. Phillips, Legal Counsel
Date: 1/4/21

CITY OF WILLARD POLICE DEPARTMENT



Chief Tom McClain
Date: 5-31-2021

Approved as to form:

Ken Reynolds, City Attorney
Date: _____

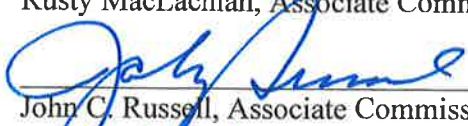
GREENE COUNTY COMMISSION



Bob Dixon, Presiding Commissioner



Rusty MacLachlan, Associate Commissioner District #1



John C. Russell, Associate Commissioner District #2

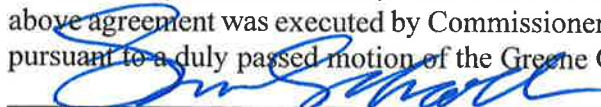
1/20/2021
Date



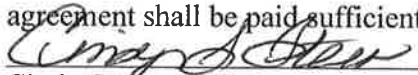
John Housley, Greene County
Legal Counsel

3 8 21
Date

ATTEST: I, Shane Schoeller, the Clerk of the Greene County Commission hereby attests that the above agreement was executed by Commissioners Bob Dixon, Rusty MacLachlan and John Russell, pursuant to a duly passed motion of the Greene County Commission approving the agreement.


Shane Schoeller, County Clerk

ATTEST: I, Cindy Stein, am the duly appointed and acting Auditor for Greene County, Missouri, and in that capacity, do hereby certify on this 24th day of February, 2021, that there is an unencumbered balance to the credit of the appropriation which is to be charged for the County's share of the costs described in this Agreement and an unencumbered cash balance in the County treasury to the credit of the fund from which the County's financial obligation described in this agreement shall be paid sufficient to meet the County's obligations under this agreement.


Cindy Stein, Auditor

CITY OF WILLARD

Corey Hendrickson, Mayor

ATTEST: I, Jennifer Rowe, the Clerk of the City of Willard hereby attests that the above agreement was executed by Mayor Hendrickson as authorized by the Board of Alderman pursuant to a duly passed motion of the Board of Alderman approving the agreement.

Jennifer Rose, City Clerk

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

Discussion/Vote on ATM Square Phase 3 Sketch Plan



Subdivision Case No. : _____
Application Date: April 7, 2021
Application Fee: Residential-\$100.00
Commercial-\$100.00
PDD- \$100.00

**CITY OF WILLARD, MO
SKETCH PLAN FOR
MINOR/MAJOR SUBDIVISION**

We, the undersigned, request the City of Willard, Missouri Planning and Zoning Commission to approve the sketch plan for the proposed minor/major subdivision as described in the attachment to this application, and attest to the truth and correctness of all facts and information for the proposed subdivision presented in this application.

General Description of Property Location: Proposed ATM Commercial Subdivision Phase III.

Property Owner's Name ATM Square, LLC

If corporation, Corporate Official: Matt W Kelley, Member

Mailing Address P.O. Box 712 Willard, MO 65781

Telephone Number (417) 846-5360 Fax Number _____

PROPERTY OWNER'S SIGNATURE(S):

Matt W Kelley, Member
(If corporation, signature of corporation official)

Background Report for ATM Commercial Subdivision Phase III Sketch Plan

Date: MAY 17, 2021

Applicant: ATM Square, L.L.C.

Tract size: 16.08 Acres

Total # of lots: 10

Current Zoning: C-2, R-1

Proposed Zoning: Planned Development District- Mixed Use

Surrounding Land Uses: North - Commercial

South – R-1 Single Family Residence

East – R-1 Planned Development / C-2 mixed use

West – R-2 Duplex Two Family Residence District

History: The owner has applied for an application to move forward with the final phase of his development. This phase will consist of three (3) commercial lots, one (1) Multi-family lot and six (6) Single -Family lots for a total of ten (10) lots. This phase is in conjunction with the ongoing CLOMR – (Conditional Letter of Map Revision) that has been approved by FEMA several years ago and has never been completed resulting in building permits being held up on the Gauge Crossing Subdivision. The developer has indicated that the CLOMR will be completed in full and that Proctor Road will be completed during this phase. Staff has sent the sketch plan submittal to Algier Martin Engineering for their review and has provided their information/ comments for your review. On May 17, 2021-6:00pm. a neighborhood meeting was held at the Willard Community Building to give the surrounding property owners a chance to voice concerns. Staff has included the minutes of that meeting along with other supporting documentation for your information and consideration of this plan. Utilities will need to be extended, possibly relocated and updated to serve this phase, additional sidewalks will be required along New Melville along with other necessary road improvements such as increasing the box culvert capacity at New Melville (this was agreed by the developer at the last phase approval), re-alignment of Watson or re-design of the cul de sac to serve lot #4. These improvements should be at no cost to the City and should be required to be completed along with the CLOMR before any Final Plat approvals are given.

Since this is a Planned Development proposal a lot more of the required information (Engineering Reports) shall be included with the Preliminary Plan and Plat submittal, providing this sketch plan is approved or approved with modifications.

Staff has researched the files on this development dating back to 2012 when a Preliminary Plat was submitted that was never completed (one lot was final platted- Lot 2) and has determined at that time it was the developers intent to provide common space and a buffer (detention basin) along the southern portion of the property. At that time a street was proposed to go north from New Melville connecting to Watson for traffic circulation. The original intent of the development was to be Commercial thus, rezoning occurred from R-3 to C-2 on the new proposed tract (Lot 4). Staff has included a copy of the recorded CCR'S and a Restrictive Building Agreement Easement that includes the approved preliminary plat which shows this information. Staff contacted the developer on 5-18-21 to discuss concerns about past approvals and expectations and the developer insisted to move forward with the proposed plan. One concern is the density of the R-3 development, the developer has indicated that they would request the maximum density allowed for R-3 Zoning which is up to 12 dwelling units per acre. Another concern is that the developer would follow thru with the completion of the CLOMR F. This involves not only the construction per approved design but also the application and certification to FEMA so that the affected properties will be removed from the flood plain including the lots on the west side of Gauge Street.

This is an opportunity for additional growth and development but is also compounded by a multitude of complex issues because of the floodplain and traffic impact this development would have on the adjacent properties if approved as proposed.

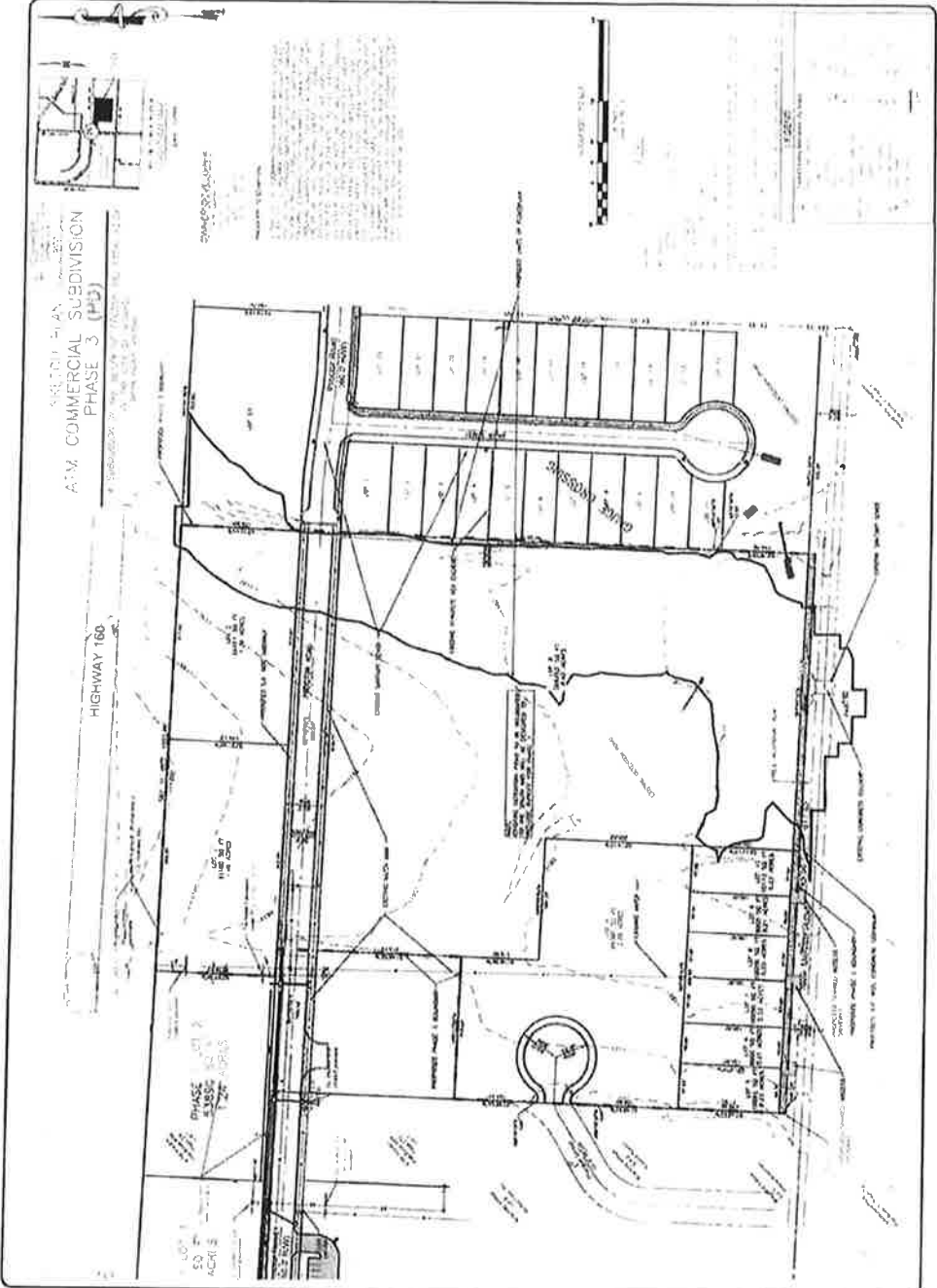
If you have any questions or concerns, feel free to contact me at City Hall prior to the meeting.

**Randy Brown
Director of Development
City of Willard, Mo.**

ATM COMMERCIAL SUBDIVISION
 PHASE 3
 WILARD, MISSOURI
 SKETCH PLAN

STALZER ENGINEERING
 CONSULTING CIVIL ENGINEERS
 1114 W. MAIN ST.
 ST. LOUIS, MO. 63102
 TEL. 314.241.1111
 FAX 314.241.1112





NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 2. THE DISTRICT ENGINEER HAS REVIEWED THIS SKETCH PLAN AND HAS APPROVED THE SAME FOR RECORDATION.
 3. THE DISTRICT ENGINEER HAS REVIEWED THE SURVEY AND HAS APPROVED THE SAME FOR RECORDATION.
 4. THE DISTRICT ENGINEER HAS REVIEWED THE ENGINEERING AND HAS APPROVED THE SAME FOR RECORDATION.
 5. THE DISTRICT ENGINEER HAS REVIEWED THE LEGAL DESCRIPTION AND HAS APPROVED THE SAME FOR RECORDATION.



ATM Commercial Phase 3
Neighborhood Meeting
May 17, 2021
6:00 pm

Staff present: Director of Development, Randy Brown; Planning Assistant, Abigail Brixey.

Citizens in attendance: Matt Kelley, Steve Hill, Albert Shockley, Derek Triggs, Sam Baird, Larry Whitman.

Steve Hill - questioned the previous meeting discussion that there would be a dedicated greenspace along New Melville that would not be developed.

Matt Kelley - believed it was about a 100' strip that is now being proposed as a shared use of 150' along new Melville for residential and greenspace. The idea for it is to be a buffer between the proposed commercial and existing residence along new Melville.

Discussion between Matt Kelley, Steve Hill and Albert Shockley continued for the understanding and clarification of the original intended use of the most southern strip of the property, and what the current vision and plan that is being proposed.

Albert Shockley - concerned about downstream neighbors to this development since there are already flood issues at New Melville.

Matt explained the development requires engineered calculations for the stormwater and a portion of the property will have a dedicated area for that water to be detained at.

Albert Shockley was still concerned about the impact this development would have on the downstream residence. Matt Kelley explained that there will be improvements required by the City, just like for Gauge Crossing had a detention facility built that designed to hold the rainwater for that subdivision.

Steve Hill - stated he was worried about the additional traffic impact this development will have on New Melville since there are already speeders and stop sign violators.

Albert Shockley agreed and thought he remembered previous proposals showing a street connecting Proctor Road to New Melville.

Matt reviewed the current sketch plan showing there are 6 single family homes being planned along New Melville, and a Multi-Family unit at the end of Watson, which are the impacts this development would have to New Melville. The commercial portion of the development would use Proctor Rd. Matt also explains his opinion that the finishing of Proctor Rd. will potentially decrease the traffic on New Melville since it will be a through street from AB Highway to Miller Road; giving more convenience to drivers to get to the grocery store without accessing busy Highway 160.

Derek Triggs asked what the timeline looked like for the construction of this development. Matt confirmed the final section of Proctor Rd will be completed making it a through street, there will be a cul-de-sac constructed, and public improvements/infrastructure will be put in before buildings are constructed.

Randy explained the planning timeline as the current stage of the Sketch Plan with two public hearings coming up, then begins the Preliminary Plat/Plan process, finishing with the Final Plat/Plan.

Planning and Development

From: John Forrester <John.Forrester@amce.com>
Sent: Wednesday, April 28, 2021 3:21 PM
To: Planning and Development
Subject: FW: Revised Sketch Plan Phase III
Attachments: ATM Phase 3 SKETCH PLAN.pdf

Randy,

This is a follow up to our discussion this morning concerning the revised Sketch Plan for ATM Commercial Subdivision, Phase 3 (PD) in Willard. We offer the following comments to our April 19, 2021 comment email to you. Item numbers below reference our April 19, 2021 comments.

1. Addressed
2. Addressed
3. Addressed
4. Addressed
5. Lot sizes will be below the City's current minimum lot size and will be indicated in the Planned Development proposal.
6. The configuration and/or location of the proposed cul-de-sac will need to coincide with appropriate extension of Watson Street to Lot 4. Current indicated location will not provide adequate connection geometry. It may be necessary to vacate and added roadway ROW on Watson Street to accomplish an appropriate extension of Watson Street to Lot 4.
7. All runoff from the development will need to be routed to an acceptable stormwater detention basin. Existing detention basin is being proposed to be relocated to the southeast corner of the subdivision. Please note, the this locates the detention basin with the current proposed floodplain.
8. Size of detention basin will be adjusted to accommodate Phase III of the subdivision.
9. A CLOMAR is being developed as part of Phase III that will remove the indicated (proposed) floodplain from R-1 Lot 10. Otherwise, the R-1 lots will need to be reduced in number.
10. The City accepts direct access to the proposed R-1 lots from New Mellville Road. Inclusion of "Shared Access Driveway" to New Mellville Road is not recommended. Shared access driveway will not reduce the impact to traffic flow on New Mellville Road since the same number of vehicles will be present. We foresee potential conflicts between property owners with shared access driveways. Additionally, the indicated shared access driveway serving Lot's 7 and 8 is located on top of the City watermain.

Please note that a cursory review of the Property Description indicated several discrepancies between the plan view and description. We recognize that the property description is not required for the Sketch Plan submittal, so this note is only as a point of information for future submittals requiring the property description.

Let us know if you have any questions.

Thanks,
Allgeier, Martin and Associates, Inc.

John K. Forrester, P.E.

From: John Forrester <John.Forrester@amce.com>
Sent: Wednesday, April 28, 2021 2:29 PM
To: John Forrester <John.Forrester@amce.com>
Subject: FW: Revised Sketch Plan Phase III

Planning and Development

From: Matt Kelley <MattK@freedombk.com>
Sent: Tuesday, April 20, 2021 1:46 PM
To: Planning and Development
Subject: RE: Willard - ATM Commercial Sub - Phase 3

Randy,

Per our discussion this morning, we are planning on taking Phase III through as a planned development. We would like to pursue the residential lots (Lots 5-10) along New Melville and would like to ask P&Z to entertain doing shared drives to cutdown on the number of increased access points to New Melville. Also, we are wanting Lot 4 to be multi-family and would like to have Watson Street come in and do a cul-de-sac on that piece. We are thinking 3 to 4 plexes for Lot 4. We will do the research and bring over the addressed stamped envelopes for those properties that need to be notified for the Sketch plan for the PD. Also, we are doing the other part of the CLOMAR for this Phase which will take care of the floodplain encroachment on the residential lot. John Sayre will make the other changes to the sketch plan that were identified by Mr. Forrester. Below is the list of items that he came up with and our response. I appreciate your input and time.

1. Is the Owner the Developer? The name and address of the developer is required to be indicated on the sketch plan (Section 400.1170.C.1.)? The Owner is the Developer and this will be added on the sketch plan
2. Phase 3 boundary is not clearly indicated (Section 400.1170.C.2.). John Sayre will add the boundary lines for Phase III
3. Width of right-of-way of adjacent streets shall be indicated (Section 400.1170.C.6.). This includes New Melville Road and Watson Street. John Sayre will add the street dimensions on the sketch plan
4. A sidewalk shall be included along the south side of the development adjacent to New Melville Road (Section 400.1310.A.). John will add the proposed sidewalk along New Melville.
5. Minimum R-1 lot size is 100' wide by 140' deep with a minimum area of 15,000 square feet (Section 400.420.C.). The lot sizes will be identified in the PD proposal.
6. The arrangement of streets in new subdivisions shall be coordinated with existing, proposed and anticipated streets outside of the subdivision. Provision shall be made for the continuation of existing streets in adjoining tracts (Section 405.120.B.). This will impact the need for continuation of Watson Street. We would request a cul-de-sac to be allowed into Lot 4.
7. Provision will need to be made to direct runoff from all portions of this phase to the detention basin. John Sayre will be working on the grading plan as we will be expanding the existing detention basin and moving it further South and East
8. Was the existing detention basin sized for the entire development or just previous phases? The detention basin should be located in a dedicated detention easement. John Sayre will be running the numbers based upon our proposed uses to determine the exact size of the detention basis.
9. A portion of the proposed limits of floodplain encroaches on proposed residential Lot 10. Second part of the CLOMAR will be completed as part of Phase III which will shrink the floodplain down substantially
10. Development of residential lots with direct access to a roadway with a Collector classification is discouraged. Lots designed for multi-family, commercial or industrial use shall have limited entrances onto collector and arterial streets (Section 400.1330.F.). Single-family and duplex lots should not be designed to take access on arterial streets (Section 400.1330.F.). New Melville Road is classified as a Collector and the proposed R-1 area would result in access to New Melville Road from each lot. As a result, we recommend that access to the R-1 area be from an interior roadway with one access point to New Melville Road. We would ask the City and P&Z for consideration to allow shared drives for these six home along New Melville.

Thanks,
Matt Kelley
Executive Vice President
NMLS #685639



*Freedom Bank Of
Southern Missouri*

PO Box 730
Willard, MO 65781
(p) 417-742-1776

From: Planning and Development <develop@cityofwillard.org>
Sent: Monday, April 19, 2021 4:04 PM
To: Matt Kelley <MattK@freedombk.com>
Cc: City Administrator <ca@cityofwillard.org>
Subject: FW: Willard - ATM Commercial Sub - Phase 3

Matt, please see the comments from Algier Martin below on the sketch plan, due to timing, I'm not sure we can be ready for the April P/Z Meeting. Feel free to contact me to discuss John's comments or if you have any questions. Thanks
RB

From: John Forrester <John.Forrester@amce.com>
Sent: Monday, April 19, 2021 2:10 PM
To: Planning and Development <develop@cityofwillard.org>
Cc: Tom Hancock <Tom.Hancock@amce.com>
Subject: Willard - ATM Commercial Sub - Phase 3

Randy,

We have completed our review of the sketch plan for ATM Commercial Subdivision, Phase 3 development in Willard. Our review was based on the City of Willard's Subdivision Regulations and general accepted practices. Before we can issue a letter of acceptance, the following items must be satisfactorily addressed.

1. Is the Owner the Developer? The name and address of the developer is required to be indicated on the sketch plan (Section 400.1170.C.1.)?
2. Phase 3 boundary is not clearly indicated (Section 400.1170.C.2.).
3. Width of right-of-way of adjacent streets shall be indicated (Section 400.1170.C.6.). This includes New Melville Road and Watson Street.
4. A sidewalk shall be included along the south side of the development adjacent to New Melville Road (Section 400.1310.A.).
5. Minimum R-1 lot size is 100' wide by 140' deep with a minimum area of 15,000 square feet (Section 400.420.C.).
6. The arrangement of streets in new subdivisions shall be coordinated with existing, proposed and anticipated streets outside of the subdivision. Provision shall be made for the continuation of existing streets in adjoining tracts (Section 405.120.B.). This will impact the need for continuation of Watson Street.
7. Provision will need to be made to direct runoff from all portions of this phase to the detention basin.

8. Was the existing detention basin sized for the entire development or just previous phases? The detention basin should be located in a dedicated detention easement.
9. A portion of the proposed limits of floodplain encroaches on proposed residential Lot 10.
10. Development of residential lots with direct access to a roadway with a Collector classification is discouraged. Lots designed for multi-family, commercial or industrial use shall have limited entrances onto collector and arterial streets (Section 400.1330.F.). Single-family and duplex lots should not be designed to take access on arterial streets (Section 400.1330.F.). New Melville Road is classified as a Collector and the proposed R-1 area would result in access to New Melville Road from each lot. As a result, we recommend that access to the R-1 area be from an interior roadway with one access point to New Melville Road.

Other items noted in our review will be addressed once the preliminary plat is submitted.

We will issue a letter of acceptance once the above items are satisfactorily addressed.

Please contact us if you have any questions.

Thanks,
Allgeler, martin and Associates, Inc.

John K. Forrester, P.E.

CITY OF WILLARD, MISSOURI

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



ATM Subdivision - Phase III

To whom it may concern,

This letter is inviting you to a public meeting to be held at the Willard Community Building, 222 W Jackson St. on May 17th at 6:00pm. You are being notified because your property boundary lies within 185' of a proposed development.

The purpose of the meeting is to receive comments relating to a proposed Planned Development District that will be presented to the Planning and Zoning Commission on May 25th and Board of Aldermen on June 14th. You may Inquire of the developer, his vision of how the PDD will effect the surrounding neighbors.

This is in effort to keep an open line of communication between the developer and adjacent properties. If you are unable to attend the meeting but would like to offer comments or have questions feel free to contact my office at develop@cityofwillard.org or 417-742-5308

Sincerely,

Randy Brown
Director of Development
City of Willard, MO

PUBLIC NOTICE

Notice is hereby given that the Willard Planning and Zoning Commission shall meet on May 25, 2021 at 7:00 p.m. and the Willard Board of Aldermen shall meet on June 14, 2021 at 7:00 p.m. at the Willard Community Building, 220 W. Jackson, to conduct a public hearing to consider a sketch plan for ATM Commercial Phase 3. The parcel involved is # 0726402109, further identified as West New Melville Road by the Greene County Assessor. The Board will take public comments at this meeting. If you are unable to attend this meeting, you are welcome to send any comments in support of, in opposition to, or general inquiries regarding this request for ATM Commercial Phase 3 to Jennifer Rowe, City Clerk at:

**City of Willard
P.O. Box 187
Willard, MO 65781
(417) 742-5302
clerk@cityofwillard.org**

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 the information above.

RESTRICTIVE BUILDING AGREEMENT AND EASEMENT

This restrictive building agreement and easement (this "Agreement") is executed, delivered, and made effective as of this 5th day of December, 2012 (the "Effective Date"), by and between the following parties: (1) Freedom Bank of Southern Missouri, Inc., a Missouri Corporation (the "Owner"), and the City of Willard, a Missouri municipal corporation (the "City").

WITNESSETH:

Background Information and Preliminary Statements

- A. Whereas Freedom Bank of Southern Missouri is the owner of the fee simple title to a parcel of land containing approximately .857 acres which is more particularly described on Exhibit A attached hereto and made a part hereof (hereinafter called the "the Company Property") and is depicted, delineated and designated as The Company Property on the site plan attached hereto as Exhibit B.
- B. Whereas the Owner has agreed to relinquish its rights to perform any further development on the Company Property in order to allow for future development on Lot 2 of the preliminary plat of ATM Commercial Subdivision as described on attached Exhibit C.
- C. Whereas the Owner is allowing the neighboring property owner to use the traffic study and traffic counts that would be generated off of the Company Property in order to develop Lot 2.
- D. Whereas the Owner has agreed to grant a certain easement to the City in order to impose certain development restrictions on the Company property.

Agreement

NOW, THEREFORE, in consideration of the premises, as set forth in the foregoing Preliminary Statements, and of the mutual promises herein set forth, and for \$10.00 and other good and valuable consideration paid, the parties do hereby grant and convey to each other the following easement and do hereby make the following related agreements on and subject to the following terms, conditions, covenants, restrictions, and provisions, intending to be legally bound hereby:

ARTICLE I

Grant of Easement

General Restrictive Building Easement: Subject to the terms and conditions set forth in this Agreement, the Owner hereby grants and conveys to the City a perpetual, non-exclusive easement on, over, across, and through the entire Company Property which is graphically shown as Lot 2 on Exhibit B.

ARTICLE II

Miscellaneous Provisions

Vacation and Release of General Restrictive Building Easement: The vacation and release of this easement may only be granted by the City and will require at a minimum a traffic study and comments by the Missouri Department of Transportation and any other documents deemed necessary by the City to show the required improvements that must be completed before a building permit may be granted.

Successors and Assigns: This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Amendments in Writing: No change, amendment, termination, or attempted waiver of any of the provisions of this Agreement shall be binding upon any party unless in writing and signed by both parties.

Covenants Run with the Land: It is intended that the covenants, easements, agreements, promises and duties comprised within this Agreement, shall be construed as covenants and not as conditions and that, to the fullest extent legally possible, all such covenants shall run with and be enforceable against both the Owner and the Company Property.

No Dedication: Nothing in this Agreement shall be deemed to constitute a gift, grant, or dedication of any portion of the Company Property to the City or the general public.

Termination of Liability Upon Transfer: If an owner of the Company Property should transfer its fee simple interest in and ownership of such Property, then the liability of the transferor for the breach

of any covenant or provision contained within this Agreement, occurring after the date of such transfer, shall automatically be terminated; and the transferee, by the acceptance of a conveyance of such fee simple interest, shall automatically be deemed to have accepted, assumed, and agreed to observe and perform such covenant or provision after the date of such transfer.

IN WITNESS WHEREOF, the parties have caused this RESTRICTIVE BUILDING AGREEMENT AND EASEMENT to be executed by their duly authorized representatives, to be effective as of the 10 day of December, 2012.

CITY OF WILLARD

By: [Signature]
Mayor, City of Willard

ACKNOWLEDGEMENT

STATE OF MISSOURI
COUNTY OF GREENE

On this 10 day of December, 2012, before me appeared Nick Heatherly, to me personally known, who, being by me duly sworn, did state that he is the City Manager of the City of Willard, Greene County, Missouri, and that said instrument to be the free act and deed of said City.

DALE DUVALL
Notary Public - Notary Seal
STATE OF MISSOURI
Greene County - Comm:#09825627
My Commission Expires June 17, 2013

[Signature]
[Signature] Notary Public
Greene County, Missouri
My Commission Expires: JUNE 17, 2013

OWNER:

Freedom Bank of Southern Missouri, Inc., a Missouri Corporation

By: [Signature]
Matt W Kelley, President

ACKNOWLEDGEMENT

STATE OF MISSOURI
COUNTY OF GREENE

On this 5 day of Dec, 2012, before me appeared Matt W Kelley, to me personally known, who, being by me duly sworn, did state that he is the President of Freedom Bank of Southern Missouri, and that said instrument was signed and sealed on behalf of said corporation, by the authority of the Board of Directors of said corporation and that he acknowledged said instrument to be the free act and deed of said corporation.

MISTY SEVERS
Notary Public - Notary Seal
STATE OF MISSOURI
Stone County
My Commission Expires Aug. 16, 2016
Commission #12417116

[Signature]
[Signature] Notary Public
Greene County, Missouri
My Commission Expires:



056026-12 18 DEC 2012 02:56:00pm



Book: 2012
Page: 056026-12
14 pages

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Charles L. Dawson

RECORDER OF DEEDS

recoid

(Space above reserved for Recorder of Deeds certification)

Title of Document: ATM COMMERCIAL SUBDIVISION
DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

Date of Document: DEC 5, 2012

Grantor(s):
ATM COMMERCIAL SUBDIVISION - PHASE 1 & ALL THAT UNPLATTED
PORTION OF ATM COMMERCIAL SUBDIVISION

Grantee(s):

Mailing Address(s):

ATM SQUARE LLC
7588 NORTH FARM ROAD 119
WILLARD, MO 65781

Legal Description:

SEE ATTACHED EXHIBIT

Reference Book and Page(s):

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

ATM COMMERCIAL SUBDIVISION

Declarations of Covenants, Conditions and Restrictions

The undersigned, ATM Square, LLC (hereinafter referred to as "Declarant") are the current Owners of the real property located at Hwy 160 & AB Hwy known as ATM Commercial Subdivision, and more particularly described in attached Exhibit A (hereinafter referred to as "Subject Property"). Declarant hereby adopts the following covenants, conditions, and restrictions for ATM Commercial Subdivision and declares that the following shall apply to each and every subdivision of the subject property or addition thereto and to any interest in that property. These Covenants, Conditions, and Restrictions (hereinafter referred to as "Declarations") shall run with the land and shall bind Declarant successors-in-interest, purchasers, assigns, heirs and any party having acquired any right, title or interest in or to any part of the subject property until the Declaration is terminated.

I. PURPOSE

- 1.1 Purpose: General Requirements:** This Declaration is intended to regulate the development of ATM Commercial Subdivision for the mutual benefit of all future owners and occupants. The setting will be created by restricting signage, parking, and land uses. The development is also intended to be for businesses where assorted commercial endeavors can enthusiastically pursue profit in an economical and safe environment. The Declarant has attempted to draft this Declaration consistent with the regulations of Greene County and the City of Willard. In the event of any inconsistencies between this Declaration and said ordinances and regulations, the more restrictive provisions shall apply. This Declaration shall be not construed as altering in any way the regulations of either governing entity.
- 1.2 Purpose: Modifications:** In the event that the Declarant or property owners wish to modify the said covenants of the ATM Commercial Subdivision, all modifications must be approved by a majority of the then property owners based upon the following voting calculation: property owners owning two acres or less receive one vote, property owners owning more than two but less than five acres receive two votes, property owners owning more than five but less than ten acres receive three votes, and property owners owning more than ten acres receive four votes.

II. LANDSCAPING

2.1 Landscaping: General Requirements: All areas shall be landscaped with an effective combination of trees, ground cover, shrubbery and other plant materials and shall be maintained to avoid weeds and dust. Undeveloped areas proposed for future expansion shall be maintained in a weed-free and dust controlled condition. All landscaped areas shall be fully and adequately irrigated. All landscaping required in this article shall be completed within one hundred twenty days of the issuance of a Certificate of Occupancy. Each parcel within the subdivision must be covered by building, paving and/or landscaping.

2.2 Landscaping: Commercial and/or Light Industrial and Industrial Uses:

A. All plant material used in landscaping and screening shall be maintained in a healthy growing condition and planted in areas suitable for the plants required by the Owners. Dead or dying plant material shall be replaced immediately and the planting areas shall be maintained reasonably free of weeds and trash.

B. Any areas requiring screening shall be surrounded by a six foot minimum height solid wall or sight-obscuring fence. The wall or fence shall be considered a structure and shall conform to the setbacks required for building on street frontage. The wall or fence shall be partially camouflaged by plantings or plant material not less than twenty-five percent within two years of planting.

C. The plot plan of the proposed landscaping and screening showing location and kind of planting materials, shall be submitted and approved before the building is commenced, in accordance with Article VII of this Declaration.

2.3 Landscaping: Parking area: A minimum of six percent of the total parking area development shall be landscaped.

2.4 Landscaping: Screening:

A. Utility Services Lines: Owners shall place all utility services lines and wires underground.

B. Trash Receptacles: A trash receptacle enclosure shall be provided by Owners and shall be of a size capable of holding the number of trash receptacles required to adequately serve the lot. All trash or garbage collection areas shall be enclosed on three sides by a solid wall, fence, or plant materials of sufficient height to visually screen, totally, the receptacle and contents or be placed within an enclosed building structure. Adequate

vehicular access to and from such areas for collection shall be provided by Owners.

2.5 Landscaping: Vacant Lots: Any lots held by Owners in vacant condition must be maintained in a neat and safe fashion. Such lot, if held for longer than one year without commencing construction, should be relatively dust free or ground cover maintained so as not to detract from the aesthetics of the other lots within the subdivision.

2.6 Landscaping: Sidewalks: Installation and maintenance of sidewalks are Owner's responsibility. This shall include snow removal, leaf removal, and other maintenance (see Section 5.9).

2.7 Landscaping: Weeds: Noxious weed control shall lie solely with each individual property owner and shall be maintained in accordance with city code.

III. PARKING

3.1 Parking: General Requirements: There shall be no on-street parking. Property owners must provide sufficient off-street parking. Intersection visibility must be maintained (see Section 5.7).

3.2 Parking: Location: Parking space shall be within three hundred feet of the building to be served. Front areas on any parking spaces should be landscaped to encourage a pleasing entrance. Parking shall be at least ten feet from the property line.

3.3 Parking: Maintenance: The Owner of property used for sidewalks, parking and/or loading shall maintain such areas in reasonable good condition without holes and free of trash, snow, and other debris.

3.4 Parking: Drainage: The Owners shall provide for storm water run-off in a manner consistent with and in compliance with local ordinances and or regulation.

3.5 Parking: Lighting: Any parking area used substantially during non-daylight hours shall be properly illuminated to avoid accidents. Any lights used to illuminate a parking lot shall be so arranged as to direct the light away from the adjoining property (see Section 5.9).

3.6 Parking: Access: All parking areas shall be designed so that any vehicle leaving or entering the parking area to a street or from a street shall be traveling in a forward motion. Access driveways for parking areas or loading spaces shall be located in such a way that any vehicle entering or leaving shall be clearly visible to a pedestrian or motorist approaching the access or driveway from a public or private street.

3.7 Parking: Landscaping: See section 2.3.

3.8 Parking: Temporary Lots: Parking lots for temporary parking (parking used during construction of improvements) need not meet all requirements specified above but must be reasonable dust, weed, and refuse free and be maintained as temporary lots only during construction period. (This is a temporary exception to other restrictions herein, including but not limited to Section 2.1 and 5.9).

3.9 Parking: Loading Space Requirement and Dimensions: Any property requiring routine deliveries shall have off-street loading and delivery areas in addition to general parking requirements. Access to the area shall be at least twelve feet wide and convenient. The loading area should be consistent with other parking requirements and should be consistent with city code.

IV. SIGNS

4.1 Signs: General Requirements: Signs should be unobtrusive, conservative and harmonize with the development. Signs shall be restricted to advertising only the person, products sold, departments, services rendered, firm, company name or corporation operating at the location where the sign is placed and the product or service offered by property Owners except identification of Declarant (or its associated business entities). Backs of all single sided signs shall be screened or covered and maintained in a neutral color or colors that blend with the environment. All signs shall be properly maintained and kept in a neat and proper state of repair.

4.2 Signs: Quantity of Signs: Two signs shall be allowed per parcel excepting directional and/or traffic signs.

4.3 Signs: Categories of Allowable Signs: All signs shall comply with city code.

4.4 Signs: Sign Requirements: Individual signs will not exceed the following general restrictions:

A. Ground Sign: Sign supported by uprights, poles or braces attached to ground, not building

Maximum height above grade: 25 feet

Maximum display surface: 300 square feet per side

B. Wall Sign: Sign mounted directly on the wall of building

Maximum height above grade: 40 feet

Display surface: 300 square feet (size measured by rectangle around outside of lettering or pictorial symbol)

4.5 Signs: Temporary Signs, Displays, Windsock, Banner, etc.:

A. Temporary signs are not permitted except as follows:

1. One sign advertising sale or lease of parcel, for no longer than the property is for sale or lease.
2. One construction sign denoting architects, engineers, contractor, lender, and other related subjects permitted upon commencement of construction, for no longer than the construction period.
3. One future tenant sign listing names of tenant's responsible agent or Realtor until Certificate of Occupancy issued.

V. DESIGN and CONSTRUCTION LIMITATIONS

5.1 Design and Construction Limitations: General Requirements: Architectural designs shall be high quality and aesthetically pleasing. Proposed designs are to be submitted for review and approval as provided in Article VII.

5.2 Design and Construction Limitations: Roofs: Exposed roofing shall be of high quality material and designed for a minimum thirty year product life.

5.3 Design and Construction Limitations: Height: Height restrictions shall be those established by city code.

5.4 Design and Construction Limitations: Temporary or Accessory Buildings: Temporary or accessory buildings are prohibited unless submitted and approved pursuant to Article VII.

5.5 Design and Construction Limitations: Setbacks: No building or architectural projection, excluding perimeter fence, thereof shall be closer than twenty-five feet of an adjacent property line:

Parking shall be set back at least ten feet from streets and / or adjacent property lines

5.6 Design and Construction Limitations: Minimum Disruption by Utilities: All exterior on-site utilities including, but not limited to, drainage systems, sewers, gas lines, water lines, electrical, telephone and communication wires shall be designed and installed to minimize the disruption of off-site utilities. Paving and landscaping should not cause excessive burden upon off-site utility systems. Easements as shown on the recorded plat of the subdivision or any other instrument of record shall not have any building or other permanent structure placed thereon so as to directly

or indirectly interfere with any easement. The Declarant assigns and reserves the right to operate and maintain any and all utilities (see 2.4A).

5.7 Design and Construction Limitations: Responsibility for Sidewalks, Curbs, and Assorted Improvements: Certain improvements, including landscaping, curbs, sidewalks, off-street parking with drainage facilities, asphalt surfaces (if widening is required) shall be located and constructed at Owner's expense. The Owners shall also be responsible for maintenance of those improvements unless maintained by appropriate governmental agencies. Maintenance shall include but not be limited to snow removal, cleaning and repair. (This restriction shall not apply to one year use of temporary parking, see Section 3.11).

5.8 Design and Construction Limitations: Interrupted Construction of Improvements: In the event construction of improvements is commenced upon any lots and the improvements are less than fifty percent completed and are subsequently interrupted for any reason, other than beyond the control of the Owners, for a period exceeding one year, Owners of the lot shall promptly remove the partially completed improvements, and restore the lot to the condition in which it existed prior to the commencement of construction. In the event of violation of this provision, Declarant or their agents or employees acting at their direction, and after sixty days prior written notice delivered to the lot owner, shall have the right and power to go upon such lot without liability for trespass, and at the lot Owner's expense, remove the partially completed improvements and restore the lot to its prior condition. Any cost of such work shall be promptly paid by the Owners upon receipt of statement and until paid in full, such cost shall be a lien upon said lot involved.

5.9 Design and Construction Limitations: Nuisances: No nuisance shall be permitted to exist during the construction phase of development of adjoining lots or operate upon any lot so as to be offensive or detrimental to any adjacent lot, or property or to its occupants. A nuisance shall include, but not be limited to, conditions specifically defined by the guidelines relating to air or water pollution, dust, radiation, noise and ground vibration.

5.10 Design and Construction Limitations: Variance: Under extenuating, peculiar or competitive circumstances, a variance from certain restrictions can be granted but only if submitted and approved in accordance with Article VII herein. Any variance must conform to local government regulations.

VI. USES and OPERATION

6.1 Uses and Operation: General Requirements: Business and commercial uses are intended for the development. The operation of the Declarant and each property Owner should neither interfere with other Owners nor degrade the

environment. Specification of use and operation must be included in the applications made in accordance with Article VII of this Declaration.

6.2 Uses and Operation: Specific Uses PROHIBITED:

- A. Junk yard, salvage yard and similar enterprises
- B. Adult related businesses such as nightclubs, adult video stores, adult book stores, or liquor stores
- C. Stockyards, slaughterhouse, distillation of bones, fat rendering, soap manufacturing, wood scouring and cleaning, cotton textile sizing, scouring, leaching, dyeing and similar uses, varnish manufacture, creosote and products manufacture
- D. The production of corrosive and noxious chemicals, including, but not limited to, acids, acetylene gas, ammonia, chlorine and bleaching compounds
- F. Dumping, disposal, incineration, reduction of garbage or refuse except that created on the premises
- G. Permanent Residences

6.3 Uses and Operation: Hazardous Uses: Hazardous activities, involving toxic wastes, flammable materials, explosive material, chemical pesticides, radioactivity, air pollution, water pollution, erosion, etc. must be in compliance with federal, state and local laws and regulations. Approval for such activity is borne solely by the appropriate governmental agency or agencies. The burden of seeking approval is upon the Owner of the lot where questionable activity occurs. Any activity of a hazardous nature must be brought to the attention of the appropriate governmental agency.

6.4 Uses and Operation: Possible violation: Any use which is arguably in violation of this Declaration shall be submitted and approved.

VII. SUBMITTAL and APPROVAL PROCEDURE

7.1 Submittal and Approval Procedure: General Requirements: All reference to submitted and approved" or similar languages require an Owner to follow these specific procedures. This procedure shall be completed before commencement of any and all improvements to the Owner's parcel.

A. Delivery of Information: Owners of parcel to be improved, shall deliver plans and specifications showing nature, kind, shape, color, size, materials and location of all intended improvements (including, but not limited to, plans relating to landscaping, parking signage, building design and materials, use operations and possible hazardous activities) to the Declarant. The Declarant shall notify all current property owners within the subdivision in writing thirty days prior to transferring the property to another developer.

The notification will include the name and contact information for the new developer to allow for the submittal of plans and / or variance requests.

B. Payment of Review Fee: Owners shall also deliver a non-refundable review fee of two hundred and no/100 dollars or current reasonable architectural fee for two and hours of services, whichever is greater.

C. Action After Review: The Declarant shall approve, disapprove or conditionally approve each application.

1. Disapproval must be expressed or approval is automatic. Automatic approval shall occur if the Declarant fails to inform Owners of their decision within ten business days of receipt of application or within an additional reasonable time if Declarant informs the applicant of reasonable grounds for delay prior to expiration of ten days. Expressed approval may occur by an appropriate means. All approvals shall be in writing.
2. Conditional approval shall also be in writing, and shall specifically address the conditions. The Owners must fully complete the requirements of the conditions within the construction period.
3. Disapproval shall also be in writing, and shall specifically address the reason for the disapproval and suggested alternative or alternatives.
4. Owners may reapply with amended application but amended application shall follow the same procedure, including but not limited to delivery of all information required for original application (including additional fee).

D. Appeal: If an Owner contests the disapproval or conditional approval of the application then they may request a reconsideration of the determination.

1. The reconsideration process commences by serving written request for reconsideration and a payment of the original application fee.
2. Said request for reconsiderations shall be delivered within twenty days of the contested determination. The request shall be deemed delivered within five days of being mailed to the Declarant.
3. The final decision made by the Declarant shall be delivered to the applicant within ten business days of receipt of the application and application fee. Any mediation or attorney

costs that may be incurred during the appellant process will be the sole responsibility of the property owner or applicant.

E. Commencement of Construction After Approval: Commencement of construction or placement of improvements may occur any times following the issuance of a building permit from the appropriate governmental agency, the approval of application and termination of reconsideration or completion of the reconsideration process if approval is initially granted. The improvements must be completed in accordance with the approved application and the Declaration. Approval of the application is not a guarantee or warranty of compliance with Declaration. It is rather a guidance procedure. Owners may not rely solely upon the application process for determination of compliance with this Declaration.

7.2 Submittal and Approval Procedure: Declarant's Right to Delegate Review Process: The Declarant may delegate part or all of the responsibility for the review process to an authorized agent.

7.3 Submittal and Approval Procedure: Guide for Common Interpretations: Declarant shall attempt to interpret the Declaration provisions consistently giving the words their definitions intended while at the same time strictly interpreting the words to enforce the purpose of the Declaration.

7.4 Submittal and Approval Procedure: Conformity Certificate: Within thirty days after written request has been delivered to the registered agent, the Declarant shall certify to their knowledge whether or not, at the date plans being proposed or all improvements on a lot specified in the request comply with this Declaration. The certificate shall be in recordable form, identify any non-complying improvements and set forth, with particularity, the reasons for such non-compliance. Any lessee, purchaser or creditor, in good faith for value shall be entitled to rely on such certificate with respect to the matters set forth therein, such matters being conclusive as of that date.

7.5 Submittal and Approval Procedure: No Liability: In consideration for providing the approval service to Owners, the Declarant shall not be liable for any damages, loss of prejudice suffered or claimed by any person on account of its approval or disapproval of any plans, drawings or specifications for the improvement or the performance of any work, whether or not pursuant to approved plans, drawings and specifications, or the execution in good faith of a conformity certificate. Approval or disapproval of any plans, drawings and specifications shall not be deemed a representation as to whether or not the proposed improvement or work complies with applicable laws or whether or not it is any way defective.

7.6 Submittal and Approval Procedure: No Effect on Governmental Agencies: This Declaration has been drafted to assist Owners in the

compliance with performance standards and local zoning restrictions. However, compliance with the Declaration does not guarantee compliance with appropriate governmental restrictions. The Declaration has no effect on the requirements of regulating governmental agencies. Owners must comply with both the governmental agencies and the Declaration's restrictions. If mutual compliance is impossible, then government restrictions shall prevail.

VIII. ENFORCEMENT

8.1 Enforcement: General Requirements: Broad enforcement is intended in order to protect the value of the property and to allow efficient assurance of compliance.

8.2 Enforcement: Reimbursement or Liens: In the event that a property owner is given proper notice and does not comply with any portion of this Declaration, the Declarant has the right to hire an appropriate contractor to complete the work necessary to bring the lot or premises into conformity with the Declaration. In this event, the Declarant may request that the property owner pay for all costs incurred to correct the violation. An itemized bill must be presented to the property owner outlining the cost incurred and given a period of thirty days for the costs to be reimbursed. In the event the property owner refuses to pay the bill in full, the Declarant or future developer may pursue a claim of lien for all costs, including but not limited to, labor, materials, interest and attorney's fees according to Missouri law.

8.3 Enforcement: Right of Entry: During reasonable hours and upon reasonable notice, and subject to reasonable security requirements, the Declarant or their agents, shall have the right to enter upon and inspect any lot and the improvements thereon covered by this Declaration for the purposes of ascertaining compliance with this Declaration. Such entry shall not be a trespass or other wrongful act.

IX. DURATION, MODIFICATION and REPEAL

9.1 Duration, Modification and Repeal: Duration of Protective Covenants: This Declaration shall continue and remain in full force and effect at all times with respect to the development and each part thereof for a period of thirty years, commencing on the date of recordation of this Declaration in the real property records of the County in which the property is located. Unless terminated, this Declaration shall continue automatically for an additional period of ten years and thereafter for successive ten year periods until so terminated. Owner, by purchase of a parcel, acknowledges his desire to protect property through the continuation of these Declarations.

9.2 Duration, Modifications and Repeal: This Declaration may be terminated or modified at any time by a written instrument executed by a simple majority of the property owners at the time of modification or appeal based upon the voting requirement as set forth in Section 1.2.

Effective this 5th day December, 2012

Declarant: ATM Square, LLC

By

Matt Kelley, Member

By

[Signature], member

ACKNOWLEDGEMENT

STATE OF MISSOURI
COUNTY OF GREENE

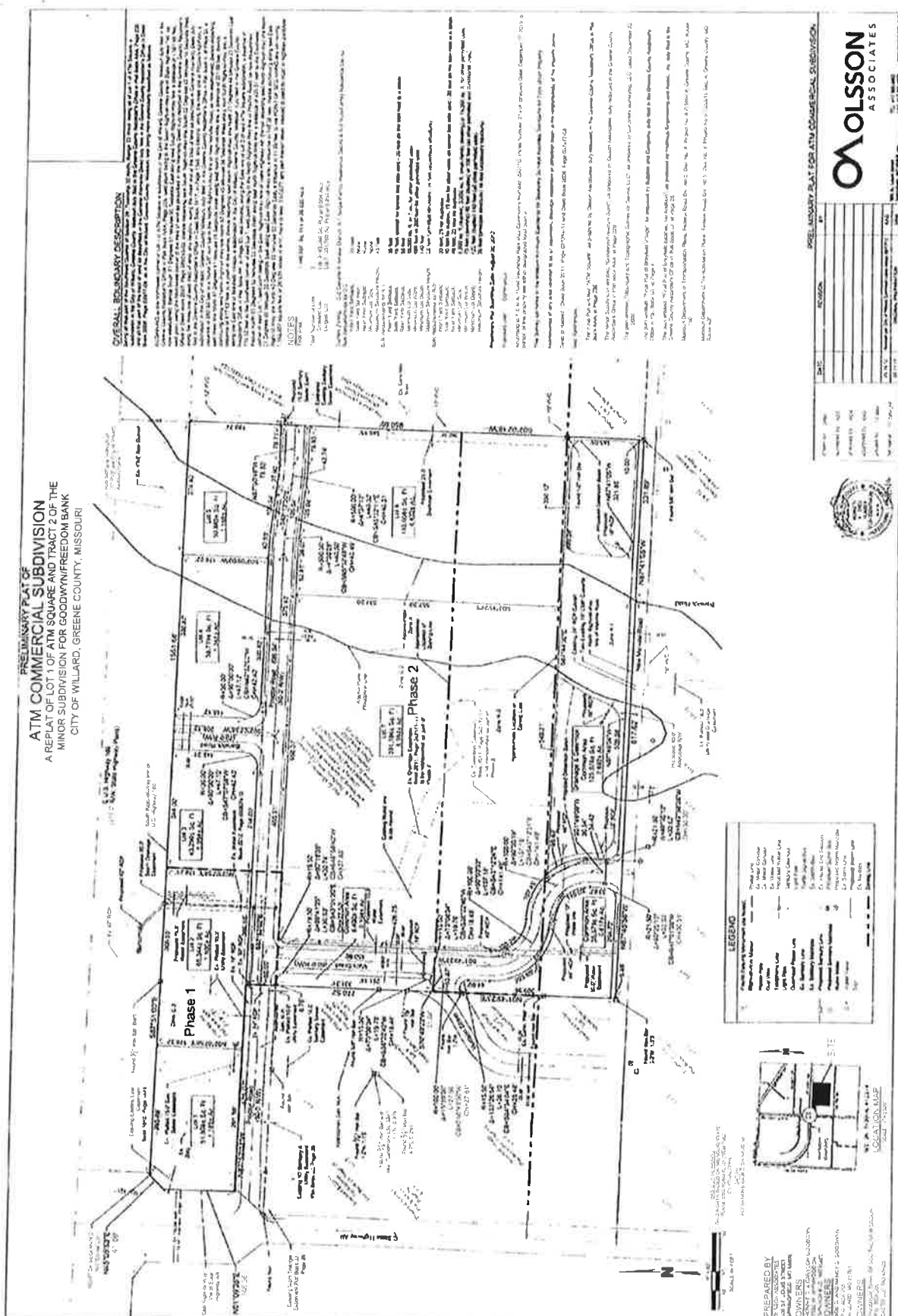
On this 5th day of Dec, 2012, before me appeared Matt W Kelley and Curtis J Severs, to me personally known, who, being by me duly sworn, did state that they are members of ATM Square, LLC, and that said instrument was signed and sealed on behalf of said corporation, by the authority of the Operating Agreement of said corporation and they he acknowledged said instrument to be the free act and deed of said corporation.

Tonya M. Bailey
Tonya M. Bailey Notary Public
Greene County, Missouri
My Commission Expires:



TONYA M. BAILEY
My Commission Expires
January 27, 2015
Lawrence County
Commission #11108865

**PRELIMINARY PLAT OF
ATM COMMERCIAL SUBDIVISION**
A REPLAT OF LOT 1 OF ATM SQUARE AND TRACT 2 OF THE
MINOR SUBDIVISION FOR GOODWIN/FREEDOM BANK
CITY OF WILLARD, GREENE COUNTY, MISSOURI



LEGEND

- Phase 1 Boundary
- Phase 2 Boundary
- Proposed Road
- Proposed Utility
- Proposed Easement
- Proposed Structure
- Proposed Parking
- Proposed Driveway
- Proposed Walkway
- Proposed Fencing
- Proposed Signage
- Proposed Landscaping
- Proposed Lighting
- Proposed Security
- Proposed Other



PREPARED BY
MOLLISSON ASSOCIATES
PLANNERS AND ARCHITECTS

OWNERS
THE BANK OF MISSOURI
ATM SQUARE AND TRACT 2

DRAWN BY
MOLLISSON ASSOCIATES

CHECKED BY
MOLLISSON ASSOCIATES

DATE
10/15/2010

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	10/15/2010
2	REVISED PER CITY ENGINEER COMMENTS	10/20/2010
3	REVISED PER CITY ENGINEER COMMENTS	10/25/2010
4	REVISED PER CITY ENGINEER COMMENTS	11/01/2010
5	REVISED PER CITY ENGINEER COMMENTS	11/05/2010
6	REVISED PER CITY ENGINEER COMMENTS	11/10/2010
7	REVISED PER CITY ENGINEER COMMENTS	11/15/2010
8	REVISED PER CITY ENGINEER COMMENTS	11/20/2010
9	REVISED PER CITY ENGINEER COMMENTS	11/25/2010
10	REVISED PER CITY ENGINEER COMMENTS	12/01/2010
11	REVISED PER CITY ENGINEER COMMENTS	12/05/2010
12	REVISED PER CITY ENGINEER COMMENTS	12/10/2010
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MOLLISSON ASSOCIATES

EXHIBIT A

OVERALL BOUNDARY DESCRIPTION

Being all that part of the Southeast Quarter of Section 26, Township 30 North, Range 23 West, being all of Lot 1 of ATM Square, a subdivision in the City of Willard, Greene County, Missouri duly filed in the Greene County Recorder's Office in Plat Book AAA, Page 235, and all that part of the tract of land as described in the General Warranty Deed duly filed in the Greene County Recorder's Office in Deed Book 2008, Page 03977-08, all in the City of Willard, Greene County, Missouri, and being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 1 of ATM Square, a subdivision in the City of Willard, Greene County, Missouri duly filed in the Greene County Recorder's Office in Plat Book AAA, Page 235, said point being in the South Right-of-Way line of State Highway 160, as now established; thence South 87 Degrees 51 Minutes 00 Seconds East along said South Right-of-Way line, a distance of 1,551.68 feet, said point being the Northwest corner of the tract of land as described in the Warranty Deed duly recorded in the Greene County Recorder's Office in Deed Book 2003, Page 089393-03; thence departing said South Right-of-Way line South 02 Degrees 02 Minutes 16 Seconds West along the West line of said tract of land, any beyond, along the West line of the tract of land as described in General Warranty Deed duly filed in the Greene County Recorder's Office in Deed Book 2417, at Page 1349, and beyond, along the West line of Proctor's Addition, a subdivision in the City of Willard, Greene County Missouri, duly filed in the Greene County Recorder's Office in Plat Book II, at Page 53, a distance of 950.95 feet to a found 5/8" iron bar in the North Right-of-Way line of New Melville Road, as now established; thence departing said West line North 87 Degrees 41 Minutes 05 Seconds West along said North Right-of-Way line, a distance of 331.89 feet; thence continuing along said North Right-of-Way line North 87 Degrees 45 Minutes 56 Seconds West along said North Right-of-Way line, a distance of 817.62 feet to a point in the same; thence departing said North Right-of-Way line North 01 Degrees 49 Minutes 23 Seconds East along the East line of Brayfield Village, a subdivision in the City of Willard, Greene County, Missouri, duly filed in the Greene County Recorder's Office in Plat Book PP, at Page 63, and beyond, along the East line of Lot 2 of said ATM Square subdivision, a distance of 770.52 feet to the Southeast corner of said Lot 1, said point being in the North Right-of-Way line of Proctor Road, as now established; thence North 87 Degrees 52 Minutes 02 Seconds West along said North Right-of-Way line, a distance of 425.07 feet to the Southwest corner of said Lot 1, said point being in the East Right-of-Way line of State Highway AB; thence departing said North Right-of-Way line North 01 Degrees 09 Minutes 35 Seconds East along said East Right-of-Way line, a distance of 148.36 feet; thence continuing along said East Right-of-Way line North 45 Degrees 05 Minutes 53 Seconds East, a distance of 41.09 feet to the POINT OF BEGINNING and containing 1,168,937 square feet or 26.835 acres of land, more or less. EXCEPT any part thereof taken, deeded or used for road or highway purposes

Background Report for West Ridge PDD 21-001

DATE: May 20, 2021

Background information:

The Planning and Zoning and Board of Aldermen has previously approved the Preliminary Plat for the construction of the 20 lot Subdivision back in July 2019. Since then the public improvements have been constructed and approved by the City. A request from the developer was made to change the side yard setback from 10 ft. to 7.5 ft. in order to allow for larger footprint homes with three car garages. This was approved in December 2020 by P/Z & BOA. This project has been seeking approval since late March but has been held up due to the Final Development Plan submittal, CCRs and assurance that the drainage agreement terms had been satisfied. Since then most of the remaining issues have been worked out between the City attorney and Developer's attorney.

Sometime in mid to late March 2021 City Staff learned that the developer would be selling all the lots and that the original developers plans, and intent had changed. Staff voiced our concerns, based on the developer's past assurance of a quality upscale development to the attorneys and have been presented the following Final Plat, Final Development Plan, and CCRS for your consideration. Staff has included additional documents for your review and to help provide you background knowledge of this project.

Feel free to contact me at City Hall if you have any questions or concerns prior to the meeting.

Randy Brown
Director of Development
City of Willard, Mo.

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 accepting the Final Plat and Final Development Plan for West Ridge. (1st Read) Discussion/Vote.

First Reading: 06/14/21

Second Reading: 06/14/21

Council Bill No.: 21-16

Ordinance No.: 210614

AN ORDINANCE

AN ORDINANCE TO ACCEPT THE FINAL PLAT AND DEVELOPMENT PLAN FOR WEST RIDGE, A SUBDIVISION IN THE CITY OF WILLARD GREENE COUNTY, MO.

WHEREAS, on July 23, 2019, the Planning and Zoning Commission of the City of Willard, Missouri, approved the Preliminary Planned Development of West Ridge, as a subdivision of the City of Willard; and

WHEREAS, on August 12, 2019, the Board of Aldermen of the City of Willard, approved the Preliminary Planned Development of West Ridge; and

WHEREAS, on May 25, 2021, the Planning and Zoning Commission of the City of Willard, Missouri, reviewed the Final Plat and Development Plan of West Ridge, and found it to be in substantial conformance with the Preliminary Planned Development and voted to recommend approval to the Board of Aldermen of the City of Willard.

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 Final Plat and Development Plan of West Ridge in Willard, Greene County Missouri, as shown by the final plat filed with the City Clerk of the City of Willard, Missouri, is hereby accepted and approved and declared as a subdivision of the City; that the final plat of said property comprises the following real estate to-wit:

A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23; THENCE SOUTH 87*43'28" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER 506.26 FEET; THENCE SOUTH 00*42'12" WEST, 844.68 FEET; THENCE NORTH 87*43'27" WEST, 525.25 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 01*59'31" EAST ALONG SAID WEST LINE 844.37 FEET TO THE POINT OF BEGINNING, AND CONTAINING 10.00 ACRES OF LAND, MORE OR LESS, SUBJECT TO ROADS NOW IN USE, EASEMENTS AND RESTRICTIONS OF RECORD.

Section 2: Upon compliance with all the requirements of this ordinance, the City Clerk is hereby authorized to endorse the Board of Aldermen's approval upon the final plat pursuant to Section 445.030, RSMo.

Section 3: 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 A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE _____ DAY OF _____, 2021.

APPROVED BY: _____, Mayor

ATTEST: _____, City Clerk

Approved as to form: _____, City Attorney

MEMBERS OF THE BOARD OF ALDERMEN:

1ST READ:

TYLER KELLY

RYAN SIMMONS

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

LANDON HALL

YES

NO

ABSTAINED

MEMBERS OF THE BOARD OF ALDERMEN:

2ND READ:

TYLER KELLY

RYAN SIMMONS

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

LANDON HALL

YES

NO

ABSTAINED

Background Report for West Ridge Subdivision

Date – July 18, 2019

Location- 7640 W Farm RD 68

Applicant- Floyd Family Investments L.L.C.

Tract Size- 10 acres

Existing Zoning- R-1PDD

Proposed Zoning- R-1PDD

Surrounding Land Uses-

North- Property is bounded by the south side of Farm Rd. 68 on the north side of Fm.Rd. 68 is R-1 and agriculture

South- R-1 Single Family

East- R-1 Single Family

West – Undeveloped Agriculture

History – This tract of land was re-zoned by the owner (Mr. Floyd) back in May of 2008 from R-1 to R-1PDD. The Final Plat was submitted with the construction plans and Notice to proceed was given in March of 2008. Due to the housing market and overall economy at that time the owner never started construction on the development. The property has been sitting idle only serving one single family rental since. Mr. Floyd passed away some time ago and now his children would like to complete the development their father had started. The owner's representative has submitted a new Preliminary Plat and it is the same as the original with the only exception being they are proposing to remove the old existing farm house and barn and create two additional lots in the subdivision. The original lot #18 was 64,846 sq. ft. and will be divided into three lots.

Staff Recommendation- Staff would ask for your consideration to recommend to the BOA approval of the proposed Preliminary Plat with the following conditions added- 1. A sidewalk should be constructed along the southern edge of Fm.R.d 68 and connect to the existing sidewalk on Arrowhead Rd. 2. Construction Plans for all Public Improvements should be resubmitted including any required Engineering reports. 3. All Fire Department comments should be considered. 4. Before Final Plat approval a current development plan should be submitted with all required information.

Randy Brown
Director of Development
City of Willard



REYNOLDS AND GOLD
ATTORNEYS AT LAW

Kenneth P. Reynolds
ken@reynoldsandgoldlaw.com

Jon M. Gold
jon@reynoldsandgoldlaw.com

Haley G. Ethridge
haley@reynoldsandgoldlaw.com

May 27, 2021

EXHIBIT

"A"

Rick Muenks, Esq.
Via Email: rick@swvaluation.com

Re: West Ridge

Dear Rick:

As you may be aware, the Planning and Zoning Commission approved the Final Development Plan for West Ridge subject to amendments. Terry McKee represented the owner well and described more completely why the homes being built in the West Ridge Subdivision will not be entry level homes. As part of Terry's representation to Planning and Zoning, all agreed that the following will be incorporated into the Development Plan and CCR's to further ensure a higher standard home for the West Ridge Subdivision:

1. Granite or similar type material for all countertops.
2. Solid wood floors or other simulated type of solid materials, rather than carpet.
3. Custom cabinetry.
4. An 8-12 pitch roof, rather than 7-12.
5. All other previous listed features, such as minimum 1,500 square foot home, 3 car garage, etc.
6. That the homes being built will be similar to the type of homes depicted on the elevations attached to your letter dated April 21, 2021. Terry McKee confirmed that he was the one who at first presented the drawings and is what he intends to build.
7. That at least three (3) of the lots will contain walkout basements, and therefore would have a square footage greater than 3,000 square feet.

In addition, Terry stated that specifics as to the silo will be addressed, such as a roof, painting and maintenance of the silo, and that these issues will become part of the CCR's and the Final Development Plan, as well as a timeline on when these things will be completed.



Other issues that Terry McKee addressed and which Planning and Zoning approved as amendments to the Development Plan include:

1. That the HOA will not be turned over to the lot owners until all lots are sold.
2. That the same language that is contained in "Article XI Amendment and Termination" of the "Declaration of Property Owners Association Declaration (POA) – West Ridge", which states "The Property Owners Association provided for in these Declaration may not be terminated without the consent of the City of Willard, Missouri" needs to be included in the CCR's to say the CCR's cannot be amended, terminated, etc. without consent of the City.
3. The City will hold in escrow the check payable to Kathy Corlett Lee regarding the drainage easement to ensure payment to her.
4. That the Development Plan itself needed to be amended on page two (2) to reflect that Cronkite Homes, LLC is not purchasing the homes.
5. That the Development Plan will address that the well/cistern and septic has been addressed in accordance with Missouri Statutes or DNR Regulations.
6. Finally, that the approval of the Development Plan is contingent on the cost the City has incurred, being paid by the owner/developer. The City is working on this figure and I will send it to you as soon as I receive it.

I assume you would rather address these issues in the documents rather than me. Please call me if you have any questions.

Sincerely,



Kenneth P. Reynolds
Attorney at Law

KPR/jli



OPEN SPACE

West Ridge subdivision as proposed will be an upscale, moderately large lot subdivision that conforms to the surrounding neighborhood. The hilltop ridge setting with open lots and grassed detention areas will make a pleasing impression for both the entering traffic and also the surrounding neighborhood. The following excerpts from the Zoning District Regulations are included for clarification only in order to satisfy review comments from Archer Engineering dated January 8, 2008 regarding open space not being shown on the plat.

Landscaping plans, buffering and screening are not required for West Ridge Subdivision according to the City of Willard Regulations. Zoning District Regulations Article 5, Section 5.12.9 Paragraph B Item 7 states that the requirements of Article 8 must be satisfied.

The requirements of Article 8 Section 8.2.1 Paragraph C states that Single Family subdivisions shall not be subject to landscaping requirements but may be subject to the screening and buffering requirements.

Article 8, Section 8.8.2 states that buffering is required only when adjacent to permitted **non-residential** uses. Article 8, Section 8.8.3 states that screening is required only when adjacent to kennels, stables, dairies and riding academies.

The proposed subdivision will project a sense of openness, but dedicated open space as such is not proposed.

RICK J. MUENKS
Attorney at Law, LLC

3041 S. Kimbrough Avenue, Suite 106
Springfield, Missouri 65807
E-Mail: rick@swvaluation.com

Telephone: (417) 866-6503
Fax: (417) 866-2006

April 21, 2021

Ken Reynolds, Esquire
Reynolds & Gold Law
1322 E. Kingsley
Springfield, MO 65804

RE: Revisions to Declaration of Covenants, Conditions and Restrictions
West Ridge Subdivision

Dear Ken:

I have had an opportunity to sit down with my client and the contracted buyer of the 20 lots in West Ridge Subdivision as it pertains to providing the City of Willard more assurances that the proposed construction of homes within the West Ridge development are entry level homes.

As I've noted previously, the contracted sales price alone for the lots would suggest that the prices will need to be above what is typically considered to be an entry level home. The lots in the West Ridge Subdivision have some varying degrees of slopes and as a result, there is proposed to be 16 crawl space homes, 1 split level home and 3 walkout homes. As a result, prices are anticipated to range from \$225,000 to \$450,000.

The development will be consistent with the craftsman style design that is gaining popularity. The buyer is working up final house plans. I have attached the prior set of plans which were intended to be used by the developer which also follow a craftsman style look. This is a very attractive look and in terms of design is above and beyond the typical entry level home design.

The CCR's are being revised to require all homes have 3 car attached garages. This is also above and beyond a typical entry level home. The CCR's are being revised to require a 30-year architectural shingle and roofs with a minimum pitch of 7/12. In addition, the CCR's are requiring that the front yard be sodded to the corners and the remaining yards be hydroseeded. The requirements and plans, again, are all above and beyond what one typically views as an entry level home.

Finally, the contracted buyer of the lots has decided to retain the silo on the property and will use this structure as a subdivision monument. The silo will be dressed up to provide for an attractive monument, again which is above and beyond what one would find in an entry level home subdivision.

Please pass this correspondence with attachments onto the officials at the City of Willard. It is my understanding that Terry McKee with West Ridge 2019, LLC, and Mike Cronkhite with Cronkhite Homes do plan to attend the hearing scheduled for next Tuesday, April 27, 2021. They will be available to address any questions that officials with the City of Willard may have as it pertains to approval of the final plat for the West Ridge Subdivision.

Should you need anything else or have any questions, do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Rick J. Muenks".

Rick J. Muenks
Attorney at Law

RJM/srd
Attachments
CC: Terry McKee
Mike Cronkhite

These drawings are the property of Dale Feer & Associates, Inc. and are to be used only for the project and site specifically identified herein. No part of these drawings may be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Dale Feer & Associates, Inc. All rights reserved.

DALE FEER - HOME DESIGN, INC.
 1320 E. WOODLAND, SUITE 200, SPRINGFIELD, MO 65804
 PHONE: 417.864.5645
 dfeer@dalefeer.com



FRONT ELEVATION - 1/4" = 1'-0"

DATE: 05-20-2021
 PROJECT: 11-21-21
 DRAWING NO.: 1

Professional seal and stamp of a Registered Architect
 and a Registered Professional Engineer are required for the final set of
 plans. The architect and engineer are responsible for the design and
 construction of the project. The architect is responsible for the design
 and construction of the building. The engineer is responsible for the
 design and construction of the mechanical, electrical, and plumbing
 systems. The architect and engineer are responsible for the design
 and construction of the project. The architect is responsible for the
 design and construction of the building. The engineer is responsible
 for the design and construction of the mechanical, electrical, and
 plumbing systems. The architect and engineer are responsible for the
 design and construction of the project.

DALE PEER - HOME DESIGN, INC.
 1001 E. WASHINGTON, SUITE 100
 MOUNTAIN VIEW, ARIZONA 85504
 PHONE: 479-243-2222
 dalepeer@home.com



FRONT ELEVATION - 1/4" = 1'-0"

PLAN 24 821
 MOUNTAIN PROPERTIES, INC.
 1001 E. WASHINGTON, SUITE 100
 MOUNTAIN VIEW, ARIZONA 85504
 PHONE: 479-243-2222
 1

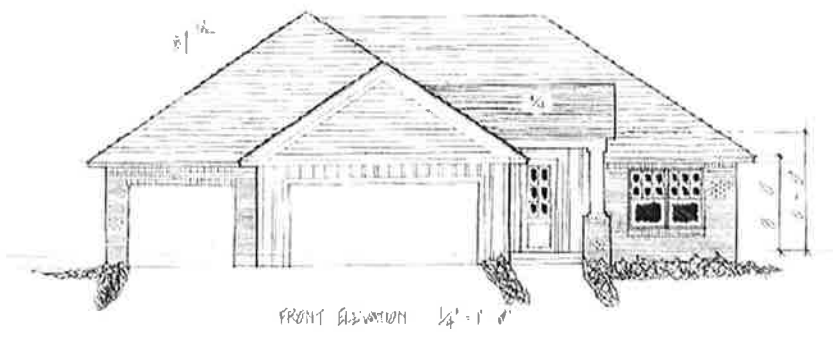
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DALE PEER - HOME DESIGN, INC.
 1200 E. PROSPERITY, c/o 110 COLUMBIANA, MO 65004
 PHONE: 417-335-2525
 www.dalepeer.com

PAPER 24 2421

MGM RESOURCES, INC.
 4551 RYLE
 JOPPIN, MISSOURI 64804

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FRONT ELEVATION 1/4" = 1'

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 PHONE: 417 966-3845
 dalepeer@home-design.net

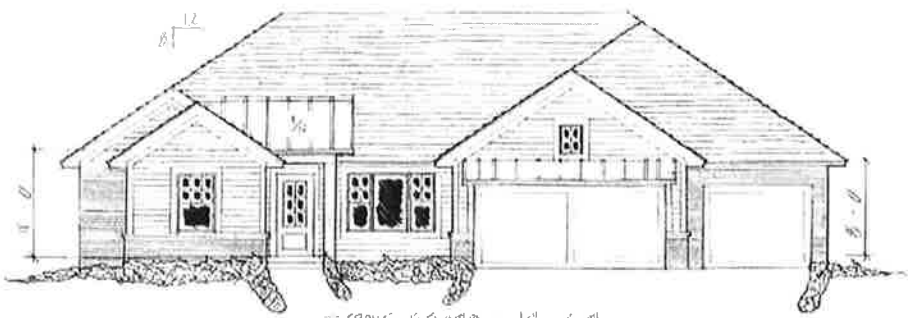
NOVEMBER 29, 2021

PLAN PROPERTIES, INC.
 14825 25th Ave
 DENVER, CO 80227

1

These drawings are made for the use of the contractor and are intended to be used in conjunction with the building permit application. The contractor is responsible for obtaining all necessary permits and for ensuring that the construction complies with all applicable codes and regulations. The architect is not responsible for the construction or for any errors or omissions in the drawings. The contractor is responsible for the construction and for any errors or omissions in the drawings. The architect is not responsible for the construction or for any errors or omissions in the drawings.

DALE PEER - HOME DESIGN, INC.
 2002 WASHINGTON ST. SUITE 100
 WASHINGTON, MO 63091
 PHONE: 636-336-3300
 FAX: 636-336-3301
 WWW.DALEPEER.COM



FRONT ELEVATION 1/4" = 1'-0"

PLAN 11 122
 HIGH PROPERTIES, INC.
 WEST EIGHT
 LEE - GARAGE RIGHT
 1

Planning and Development

From: Rick Muenks <rick@swvaluation.com>
Sent: Thursday, May 20, 2021 10:27 AM
To: Ken Reynolds; Planning and Development
Subject: Satisfaction of Drainage Easement Conditions - West Ridge
Attachments: A-11-21 Acknowledgment Satisfaction of Drainage Easement Conditions.doc

Ken/Randy

Attached is the draft acknowledgement concerning satisfaction fo the drainage easement conditions. West Ridge is making a payment to the property owner instead of reconstructing the boundary fence. I anticipate this being signed by the property owner and delivered prior to the final plat recording.

--
Rick J Muenks, JD, MAI
Southwest Valuation, LLC - 417 866-8300
Rick J Muenks, Attorney at Law - 417 866-6503

**ACKNOWLEDGEMENT OF
SATISFACTION OF DRAINAGE EASEMENT CONDITIONS**

THIS ACKNOWLEDGEMENT is made this _____ day of May, 2021, by and between **KATHY CORLETT LEE**, ("Lee") and Grantor for recording purposes, and **WEST RIDGE 2019, LLC**, ("West Ridge") and Grantee for recording purposes.

WHEREAS, Lee is the owner of real property legally described on the attached Exhibit A ("Lee Property"); and

WHEREAS, Lee conveyed a Drainage Easement encumbering the Lee Property dated June 1, 2007 and recorded on July 26, 2007 in Book 2007, page 037302-07 of the Greene County Recorder's Office, ("Drainage Easement"); and

WHEREAS, West Ridge is the owner of the real property benefitting from the Drainage Easement described on the attached Exhibit B; and

WHEREAS, the Drainage Easement required replacement of the existing barb wire fence located on the boundary line between the property owned by Lee and the property owned by West Ridge; and

WHEREAS, Lee and West Ridge have removed the requirement of fence replacement in lieu of payment; and

WHEREAS, all conditions attached to the Drainage Easement have been satisfied and this document is intended to reflect an acknowledgement of that satisfaction.

NOW THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Kathy Corlett Lee hereby acknowledges that all conditions set out in the Drainage Easement dated June 1, 2007 and recorded on July 26, 2007 in Book 2007, page 037302-07 of the Greene County recorder's office have been satisfied.

Kathy Corlett Lee

STATE OF TEXAS)
) SS.
COUNTY OF _____)

On this _____ day of May, 2021, before me personally appeared Kathy Corlett Lee, known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

_____, Notary Public

My commission expires: _____

After recording, return to:
Rick J. Muenks, Attorney at Law
3041 S. Kimbrough Avenue, Ste. 106
Springfield, MO 65807

EXHIBIT A

KATHY CORLETT LEE

A part of the Northeast Quarter (NE¼) of Section 22, Township 30 North, Range 23 West of the 5th P.M. in Greene County, Missouri, described as follows: Commencing at the Northwest Corner of said NE¼; thence S 87°53'07" E, along the North line of said NE¼, 1270.71 feet for a point of beginning; thence continuing S 87°53'07" E, along said North line, 1399.67 feet to the Northeast Corner of said Section 22; thence S 01°59'31" W, along the East line of said NE¼, 2626.30 feet to the North right-of-way line of the Ozark Greenways Trail; thence N 50°19'10" W, along said right-of-way line, 1754.60 feet; thence N 01°34'50" E, 1556.63 feet to the point of beginning. Said tract contains 66.87 acres subject to roads now in use, easements and restrictions of record. Street address of said property is: 7980 West Farm Road 68, Willard, Missouri 65781.

EXHIBIT B

A TRACT OF LAND SITUATED IN THE WEST HALF (W1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING RAILROAD SPIKE AT THE NORTHWEST CORNER OF THE WEST HALF (W1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 23, THENCE SOUTH 89 DEGREES 43 MINUTES 56 SECONDS EAST A DISTANCE OF 506.31 FEET TO A SET IRON PIN FOR CORNER; THENCE SOUTH 01 DEGREES 17 MINUTES 46 SECONDS EAST A DISTANCE OF 844.66 FEET TO A SET IRON PIN FOR CORNER; THENCE NORTH 39 DEGREES 43 MINUTES 46 SECONDS WEST A DISTANCE OF 525.42 FEET TO A SET IRON PIN FOR CORNER ON THE WEST LINE OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 23, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 844.33 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 23, TO THE POINT OF BEGINNING, EXCEPT ANY PART THEREOF TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.

SUBJECT TO RESERVATIONS, RESTRICTIONS, EASEMENTS AND COVENANTS OF RECORD, IF ANY.

Planning and Development

From: Mark Blair <mblair@cochraneng.com>
Sent: Thursday, May 13, 2021 12:02 PM
To: Planning and Development
Subject: RE: West Ridge Final Plat and Final Development Plan

Randy,

The only outstanding general comments for the Plat are number 1 and number 13.

Per our conversation an easy way to number Planned Developments would be PD-21-001. The first number is the last two digits of the year and the second number is the sequential number of the planned development recorded in that year. When the PD is ready to be final platted, the number could be assigned.

General comment number 13. The Acknowledgment on the plat is for a Notary in Texas but the statement references Greene County, MO. They need to verify if the location is correct or if the statement should be Travis County, Texas.

The CCRs do not have a statement regarding fences, plantings or obstructions other than mailboxes are permitted within the limits of any right of way or drainage easement. This is stated on the Final Plat.

If you have any questions, please contact me.

Thanks,

Mark Blair, P.E.



www.cochraneng.com

O: (417) 595-4108

M: (573) 480-2833

HOLD HARMLESS AGREEMENT
FOR TRANSFER OF ELECTRONIC DATA

Cochran

Electronic files for this project are the sole property of Cochran and its Client. By accepting delivery hereof, the undersigned hereby agrees, to the fullest extent permitted by law, to indemnify and hold harmless Cochran and its Client from any damage, liability or cost, including attorney's fees and costs of defense, arising from any changes or use of these electronic files. Electronic files are transmitted without warranty as to their accuracy or suitability for the purpose to which the recipient intends to use them. Any use of the information obtained or derived from these electronic files will be at the recipient's sole risk. Only printed copies of documents prepared by Cochran and its Client may be relied upon as accurate. There are no expressed warranties made by Cochran and its Client with respect to electronic files, and any implied warranties are excluded. This information is subject to change and coordination for updates is the responsibility of the undersigned. Cochran and its Client are not responsible to the undersigned or any other users allowed to utilize the data by the undersigned for updating the electronic files or compatibility with the recipient's hardware and/or software. Cochran and its Client are not responsible for any electronic viruses contained in electronic files.

COCHRAN

CONFIDENTIAL

From: Planning and Development [mailto:develop@cityofwillard.org]
Sent: Wednesday, May 12, 2021 8:48 AM



Subdivision Case No. _____
Application Date _____
Application Fee \$300.00 + \$10.00/lot Residential
\$300.00 + \$10.00/lot Commercial
\$300.00 + \$10.00/lot PDD
Issuance Fee \$10.00
Recording Fee _____

CITY OF WILLARD, MO
APPLICATION
MAJOR SUBDIVISION - FINAL PLAT

We, the undersigned, request the City of Willard, Missouri Planning and Zoning Commission and Board of Aldermen to approve the final plat attached to this application, and attest to the truth and correctness of all facts and information for the final plat presented in this application. The signers represent and warrant that all lien holders have consented to all dedications and the platting provided for in this final plat and will comply with all regulations regarding the platting and subdividing of the land.

Name of Final Plat: _____

Name of Preliminary Plat: _____

Property Owner's Name _____

If corporation, Corporate Official: _____

Mailing Address _____

Telephone Number _____

Fax Number _____

PROPERTY OWNER'S SIGNATURE(S):

Jana M Daniel
(If corporation, signature of corporation official)

**Final Development Plan
of
West Ridge Subdivision
A Residential Planned Development District
Located on the South Side of Farm Road 68
in the City of Willard
Greene County, Missouri**

**Prepared For:
Randy Brown
Director of Development
City of Willard, Missouri**

**Applicant:
West Ridge 2019, LLC**

**Dated:
June 8, 2021**

<p>Applicant's Name and Address:</p>	<p>West Ridge 2019, LLC, a Missouri Limited Liability Company Donald Daniel, Member, Nina M. Daniel, Member 5717 Sunset Ridge Austin, Texas 78735</p> <p>Background of Ownership The applicant is the property owner as evidenced by Warranty Deed dated August 15, 2019 and recorded in Book 2019, Page 027975-19 of the Greene County Recorder's office. The property was acquired from Floyd Family Investments, LLC which was a related entity to Charles A. Floyd, Trustee the owner of the property when the zoning changed was approved from R-1 to PDD on May 12, 2008. Floyd Family Investments, LLC was the applicant for the preliminary plat application on July 12, 2019. The Floyd family decided to sell the property and West Ridge, 2019, LLC, an unrelated entity to Floyd Family Investments, LLC, then acquired the property on August 15, 2019 and has completed the subdivision infrastructure and development. Evidence of current ownership is attached hereto as Exhibit A.</p>								
<p>Legal Description of Property Covered by Final Development Plan</p>	<p>The Final Development Plan covers the entire property that has been preliminary platted as West Ridge Subdivision. The development will not be phased. The Metes and bounds description is attached as Exhibit B.</p>								
<p>Date of Preliminary Plan Approval:</p>	<p>Unknown. The PPD zoning change was approved on May 12, 2008 and it is believed that a preliminary plan was approved around that time and the development plan was or should have been approved at that time. A preliminary plat was approved on August 12, 2019, that was the same as the original submitted final plat, with the exception that the older residence on the property and outbuildings had become dilapidated were being removed. Since a larger lot was no longer needed to support the older residence and outbuildings, the original lot 18 consisting of 64,846 SF is proposed to be divided into three lots that are similar in layout to the other proposed lots.</p>								
<p>Preliminary Plat:</p>	<p>As noted, the Preliminary Plat for West Ridge Subdivision was approved on August 12, 2019 and is attached hereto as Exhibit C.</p>								
<p>Land Use and Density:</p> <p>Land Use and Density Table:</p>	<p>West Ridge Subdivision is planned as a 20 lot subdivision to support detached single family residences. The final plat reflects a lot density of 2 units per acre which is less than the 2.5 maximum unit per acre provided in the R-1 zoning district. The following table provides the relevant land use and density information.</p> <table border="0"> <tr> <td>Number of Dwelling Units:</td> <td>20</td> </tr> <tr> <td>Type of Dwelling Unit:</td> <td>Detached Single Family</td> </tr> <tr> <td>No. of Bedrooms Multi Family:</td> <td>N/A</td> </tr> <tr> <td>Non Residential Floor Area:</td> <td>N/A</td> </tr> </table>	Number of Dwelling Units:	20	Type of Dwelling Unit:	Detached Single Family	No. of Bedrooms Multi Family:	N/A	Non Residential Floor Area:	N/A
Number of Dwelling Units:	20								
Type of Dwelling Unit:	Detached Single Family								
No. of Bedrooms Multi Family:	N/A								
Non Residential Floor Area:	N/A								

	<p>Total Land Area: 10 acres</p> <p>Detached Single Family Residential: 100%</p> <p>Multi Family Residential: 0%</p> <p>Non Residential: 0%</p> <p>Public & Private Open Space: 0%</p> <p>Streets: 13.64%</p> <p>Off Street Parking & Loading: 0%</p> <p>Smallest Lot Size 13,640 SF</p> <p>Largest Lot Size 24,145 SF</p> <p>Average Lot Size 18,809 SF</p>
Landscape Plan for all Open Space, Buffer and Perimeter Areas:	The PDD contains no open space, buffer or perimeter areas, however the CCR's attached hereto as Exhibit D does contain landscaping requirements that are applicable to each lot within West Ridge.
Provision for Public/Private Open Space or Service Facilities:	The West Ridge PDD contains no public or private open space. However, the existing silo located on the south portion of Lot 18 is being retained as a subdivision monument sign and will be maintained by the West Ridge Property Owners Association in accordance with the Declaration of Property Owners Association, Articles of Incorporation and Bylaws attached hereto as Exhibit D. The silo will have a round conical roof with 30 year architectural shingle covering; West Ridge will be painted on the side of the Silo facing Farm Road 68; and the four openings on the back side of the Silo will be covered with black wire mesh. It is expected that the Silo will be renovated prior to the sale of ½ of the constructed homes in West Ridge.
Declaration of Covenants, Conditions and Restrictions (CCR's):	<p>A copy of the proposed Declaration of Covenants, Conditions, and Restrictions (CCR's) and proposed Declaration of Property Owners Association (POA) are attached hereto as Exhibit D and Exhibit E respectfully.</p> <p>The CCR's regulate the use of the land and design of the single family residences in the district. Highlights of the CCR requirements are:</p> <ul style="list-style-type: none"> • Minimum Living Area Size – 1,500 SF • 3 car attached garage • 30 Year architectural shingle • Minimum roof pitch – 8/12 • Street facing exteriors 25% brick, stone or EIFS • Granite or similar hard surface material for all countertops in kitchen and bathrooms • Solid wood floors, PVC Floors, or other simulated solid surfaces on main level floor coverings, except bedrooms are optional. • Custom cabinetry
Utility Plans showing placement of water mains, sanitary and storm	The utility plans were submitted and approved prior to the commencement of the infrastructure construction at West

sewer, gas, electric and telephone lines:	Ridge and have previously been submitted to the City of Willard as part of that process.
Changes to Preliminary Plan/Plat:	In order to accommodate three car garages at each residence, a request was made to reduce the side yard setback from 10 feet to 7.5 feet. The request was approved on December 28, 2020 and the Final Plat being submitted in conjunction with this Final Development Plan reflects that change.
Proof of Recording of Easements and Restrictive Covenants:	The executed CCR's and Declaration of POA will be submitted to city administrators at the time that the final plat is submitted these documents will be recorded at the time that the final plat is recorded. The sale of the lots will not and cannot be made until after these documents are recorded. There is an off-site drainage easement benefiting the subdivision that was recorded on July 26, 2007 and recorded in book 2007, page 037302-07 of the Greene County recorder's office. The drainage easement required that public water main be extended to the adjacent property as part of the subdivision infrastructure and the adjacent property owner has conveyed an easement to the City of Willard and the water line extension has been completed. The drainage easement also required that the subdivision land owner reconstruct fencing at the time that the subdivision infrastructure is completed. However the parties have modified that provision and the fencing replacement is no longer required. The city of Willard will hold the funds made payable to Kathy Corlett Lee to ensure payment. An executed acknowledgement of the drainage easement conditions being satisfied will be submitted to city administrators at the time that the final plat is being recorded.
All Certificates, Seals, and Signatures:	Being submitted in conjunction with this Final Development Plan is a signed and sealed Final Plat. Upon approval of this Final Development Plan, and the Final Plat by the City of Willard, the Final Plat mylar and paper copies, along with the original CCR's, original Declaration of POA, and acknowledgement of satisfaction of drainage easement conditions will be submitted in accordance with Section 400.1110 of the Willard Land Development Regulations.
Other Requirements – Cistern and Private Sewer Closure:	The site previously was improved with an older single family residence and outbuilding. These structures were shown on the prior approved final plat. As part of the approved preliminary plat and construction of subdivision infrastructure, a cistern was filled in with native soil. A cistern is define as an underground tank for storing rain water. A cistern is not part of an underground water source and no City of Willard regulations or Missouri Department of Natural Resource regulations are known to exist as to the closure of a cistern. The prior improvements did not have a septic tank,

	and no private sewer closure was completed on the site.
Other Requirements – Single Family Home Design:	<p>The homes to be constructed on the lots in West Ridge will be similar to the type of homes depicted on Exhibit E.</p> <p>At least three lots in West Ridge shall be improved with single family residences that include a walkout basement and have square footage in excess of 3,000 SF.</p>

Exhibit A – Warranty Deed Evidencing Ownership

Electronically Recorded

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Book: 2019
Page: 027975-19
2 pages

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Cheryl Dawson Spaulding
Cheryl Dawson-Spaulding
Recorder of Deeds

laureingham

LLC WARRANTY DEED

FILE NO. 19-87068

THIS DEED, made and entered into August 15, 2019, by and between Floyd Family Investments, LLC, a Limited Liability Company organized and existing under the laws of the State of Missouri, Grantor, County of Greene, State of Missouri, in consideration of Ten Dollars and other valuable consideration to it paid by West Ridge 2019 LLC, Grantee, of the County of Greene, State of Missouri, whose mailing address is:

5117 Sunset Ridge, Austin TX 78735

the receipt of which is hereby acknowledged, and by virtue and pursuant to a Resolution of the Members of said Grantor, does by these presents, GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto the said Grantee, and their heirs and assigns, the following described Real Estate, situated in the County of Greene, State of Missouri, to wit:

A TRACT OF LAND SITUATED IN THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING RAILROAD SPIKE AT THE NORTHWEST CORNER OF THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 23, THENCE SOUTH 89 DEGREES 43 MINUTES 58 SECONDS EAST A DISTANCE OF 506.31 FEET TO A SET IRON PIN FOR CORNER; THENCE SOUTH 01 DEGREES 17 MINUTES 46 SECONDS EAST A DISTANCE OF 844.66 FEET TO A SET IRON PIN FOR CORNER; THENCE NORTH 39 DEGREES 43 MINUTES 46 SECONDS WEST A DISTANCE OF 525.42 FEET TO A SET IRON PIN FOR CORNER ON THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 23, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 844.33 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 23, TO THE POINT OF BEGINNING, EXCEPT ANY PART THEREOF TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that it is lawfully seized of an Indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the premises are free and clear of any encumbrances done or suffered by it or those under whom it claims; and that it will Warrant and Defend the title to the said premises unto Grantee, and unto its successors and assigns forever, against the lawful claims and demands of all

persons whomsoever, excepting however, the general taxes for the current calendar year, and thereafter, and special taxes becoming a lien after the date of this deed, and restrictions, easements and building set back lines of record, if any and zoning laws.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by its Manager on August 15, 2019.

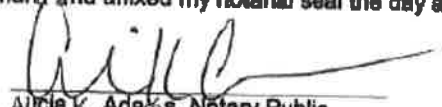
FLOYD FAMILY INVESTMENTS, LLC

By 
Amy A. Bake, Manager

State of Missouri)
) SS
County of Greene)

On August 15, 2019, before me personally appeared Amy A. Bake, to me known, who, being by me duly sworn, did say that he/she is member(s) of Floyd Family Investments, LLC, of the State of Missouri, and that the said instrument was signed on behalf of said Limited Liability Company by authority of its Members; and said person(s) acknowledged said instrument to be the free act and deed of said Limited Liability Company and that said Limited Liability Company has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.


Alicia K. Adams, Notary Public

My commission expires: 12/18/2021

ALICIA K. ADAMS
Notary Public - Notary Seal
STATE OF MISSOURI
Christian County
My Commission Expires Dec. 18, 2021
Commission #13545453

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Book: 2020
Page: 001679-20
1 page

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Cheryl Dawson Spaulding
Cheryl Dawson-Spaulding
Recorder of Deeds

lcunningham

SCRIVENER'S AFFIDAVIT

FILE NO. 19-87066

I, ALICIA ADAMS, Notary Public, GRANTOR, notarized a WARRANTY DEED recorded in Book 2019, Page 027975-19, executed by Floyd Family Investments, LLC, for benefit of West Ridge 2019 LLC, and do hereby state that the purpose of this affidavit is to correct the typographical error in the legal description on the above referenced document and should replace the legal description on said document.

GRANTEE: TO WHOM IT MAY CONCERN

The correct legal description which was intended to be conveyed should read as follows:

A TRACT OF LAND SITUATED IN THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING RAILROAD SPIKE AT THE NORTHWEST CORNER OF THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 23, THENCE SOUTH 89 DEGREES 43 MINUTES 56 SECONDS EAST A DISTANCE OF 506.31 FEET TO A SET IRON PIN FOR CORNER; THENCE SOUTH 01 DEGREES 17 MINUTES 46 SECONDS EAST A DISTANCE OF 844.66 FEET TO A SET IRON PIN FOR CORNER; THENCE NORTH 89 DEGREES 43 MINUTES 46 SECONDS WEST A DISTANCE OF 525.42 FEET TO A SET IRON PIN FOR CORNER ON THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 23, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 844.33 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 23, TO THE POINT OF BEGINNING, EXCEPT ANY PART THEREOF TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.

Alicia Adams
ALICIA ADAMS

State of Missouri)
) 88
County of Greene)

On January 15, 2020, before me personally appeared ALICIA ADAMS, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Almes Dempsey
Almes Dempsey, Notary Public

Exhibit B – Legal Description of Area Covered by Development Plan

A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23; THENCE SOUTH 87°43' 28" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER 506.26 FEET; THENCE SOUTH 00°42' 12" WEST, 844.67 FEET; THENCE NORTH 87°43' 27" WEST, 525.25 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 01°59' 31" EAST ALONG SAID WEST LINE 844.37 FEET TO THE POINT OF BEGINNING, AND CONTAINING 10.00 ACRES OF LAND, MORE OR LESS, SUBJECT TO ROADS NOW IN USE, EASEMENTS AND RESTRICTIONS OF RECORD.

Exhibit D – Declaration of Covenants, Conditions and Restrictions (CCR's) – West Ridge

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS WEST RIDGE SUBDIVISION

THIS DECLARATION is made as of the _____ day of June, 2021, by West Ridge 2019, LLC, a Missouri limited liability company ("Developer"), and also referred to as Grantor for recording purposes.

WITNESSETH:

WHEREAS, Developer has executed and filed with the Recorder of Deeds of Greene County, Missouri, a plat of the subdivision known as "West Ridge" and

WHEREAS, such plat creates the subdivision of West Ridge composed, in part, of the following described lots and tracts, in Greene County, Missouri to-wit:

A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED NORTHWEST QUARTER OF SECTION 23, THENCE SOUTH 87° 43' 28" EAST ALONG THE NORTH LINE 00° 42' 12" WEST, 844.68 FEET; THENCE NORTH 87° 43' 27" WEST; 525.25 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, THENCE NORTH 01° 59' 31" EAST ALONG SAID WEST LINE 814.37 FEET TO THE POINT OF BEGINNING, AND CONTAINING 10.00 ACRES OF LAND, MORE OR LESS, SUBJECT TO ROADS NOW IN USE, EASEMENTS AND RESTRICTIONS OF RECORD.

ALSO KNOWN AS LOTS 1 THROUGH 20 OF WEST RIDGE, A RESIDENTIAL PLANNED DEVELOPMENT DISTRICT IN THE CITY OF WILLARD, GREENE COUNTY, MISSOURI.

and

WHEREAS, Developer, as the present owner and developer of the above-described lots, desires to place certain restrictions on such lots to preserve and enhance the value, desirability and attractiveness of the development and improvements constructed thereon and to keep the use thereof consistent with the intent of the Developer, all of which restrictions shall be for the use and benefit of the Developer and its future grantees, successors and assigns;

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the above-described lots shall be, and they hereby are, restricted as to their use and otherwise in the manner hereinafter set forth.

1. Definitions. For purposes of this Declaration, the following definitions shall apply:

(a) "Approving Party" shall mean (i) prior to the recording of the Certificate of Substantial Completion, the Developer (or its designees from time to time) and (ii) subsequent to the recording of the Certificate of Substantial Completion, the Property Owners Association.

(b) "Architectural Committee" shall mean (i) prior to the recording of the Certificate of Substantial completion, the Developer (or its designees from time to time) and (ii) on and after the recording of the Certificate of Substantial Completion, a committee comprised of three (3) members of the Property Owners Association who shall be appointed by the Board.

(c) "Board" shall mean the Board of Directors of the Property Owners Association.

(d) "Certificate of Substantial Completion" shall mean a certificate executed, acknowledged and recorded by the Developer stating that all, or at the Developer's discretion, substantially all, of the Lots in the District (as then composed or contemplated by the Developer) have been sold by the Developer and the Dwelling Units to be constructed thereon are substantially completed.

(e) "Developer" shall mean and refer to West Ridge 2019, LLC, and its successors and assigns.

(f) "Dwelling Unit" shall mean any structure or portion of a structure designed and permitted for human occupancy.

(g) "District" shall mean all of the above-described lots in West Ridge, and all additional property which hereafter may be made subject hereto in the manner provided herein.

(h) "Exterior Structure" shall mean any structure or other improvement erected or maintained on a Lot other than the Dwelling Unit structure or any structural component thereof, and shall include, without limitation, any deck, gazebo, greenhouse, doghouse or other animal shelter or run, outbuilding, fence, patio wall, privacy screen, boundary or retaining wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub,

basketball goal, swing set, trampoline, sand box, playhouse, treehouse or other recreational or play structure.

(i) "Property Owners Association" shall mean the Missouri not-for-profit corporation to be formed by the Developer for the purpose of serving as the property owners association for the District.

(j) "Lot" shall mean any lot shown as a separate lot on any recorded plat of all or part of the District.

(k) "Owner" shall mean the record owner in fee simple of any Lot, including the Developer, and for purposes of all obligations of the Owner hereunder, shall include, where appropriate, all family members and tenants of such Owner and all of their guests and invitees.

(l) "Street" or "street" shall mean any public street, road, terrace, circle, boulevard or cul-de-sac shown on any recorded plat of all or part of the District.

2. Use of Land. None of the Lots may be improved, used or occupied for other than residential uses. Nothing herein shall prevent the Developer or others (including, without limitation, builders and real estate sales agencies) authorized by the Developer from using temporary buildings or structures or any Dwelling Unit for model, office, sales or storage purposes prior to the recording of the Certificate of Substantial Completion.

3. Building Material Requirements.

(a) Stella Court facing exterior walls of all Dwelling Units and all appurtenances thereto shall consist of twenty-five percent (25%) brick, stone or stucco EFIS.

(b) Main level living areas shall have solid wood floors, solid materials or PVC floors instead of carpet. Lower levels, and bedrooms may have carpet.

(c) Custom made cabinetry shall be installed in kitchen and bathrooms.

(d) Granite or similar type solid material on all countertops.

(e) The Silo structure located on Lot 2 shall have a round conical roof with 30 year architectural shingles, West Ridge painted on the side facing Farm Road 68 and black wire mesh coverings the four openings on the back side of the Silo.

4. Design Requirements. No Dwelling Unit shall be constructed upon any Lot in the District unless it has a total finished floor area of not less than 1,500 square feet, including any finished attics, basements and similar habitable areas, but excluding garages. All Dwelling Units at a minimum shall have an attached three-car garage for the exclusive use of that Dwelling Unit. All roofs shall use a 30-year architectural shingle and have a minimum roof pitch of 8/12.

5. Approval of Plans and Post-Construction Changes.

(a) Notwithstanding compliance with the provisions of Sections 2, 3 and 4 above, no Dwelling Unit or Exterior Structure may be erected upon any Lot unless and until the building plans, specifications, materials, location, elevations, lot grading plans, general landscaping plans, and exterior color scheme have been submitted to and approved in writing by the Architectural Committee. No change or alteration in or deviation from the approved building plans, specifications, materials, location, elevations, grading plans, landscaping plans or exterior color scheme shall be made until such change, alteration or deviation has been submitted to and approved in writing by the Architectural Committee.

(b) Following the completion of construction of any Dwelling Unit or Exterior Structure, no exterior colors or general landscaping or grading shall be changed and no exterior additions or alterations shall be made unless and until the changes have been submitted to and approved in writing by the Architectural Committee. All replacements of all or any portions of a structure because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same materials, location and elevation as the original structure unless the changes have been submitted to and approved in writing by the Architectural Committee.

6. Set Backs. No Dwelling Unit (exclusive of porches, porticoes, stoops, balconies, bay and other windows, eaves, chimneys and other similar projections) or Exterior Structure shall be located closer to any street than the building setback lines, if any, shown on the plat; provided, however, that the Architectural Committee, in its discretion, may waive or alter any such building setback lines to the extent they are greater than the minimum setbacks, if any, required by City of Willard, Missouri.

7. Commencement and Completion of Construction. Unless the following time periods are expressly extended by the Developer in writing, construction of the Dwelling Unit on a Lot shall be commenced within one (1) year following the date of delivery of a deed from the Developer to the purchaser of such Lot and shall be completed within eighteen (18) months after such commencement. In the event such construction is not commenced within such one (1) year period (or extension thereof), the Developer shall have, prior to commencement of construction, the right to repurchase such Lot from such purchaser at its original sale price. No Owner of a Lot in violation of this construction commencement provision shall be entitled to reimbursement for taxes, interest, assessments or other expenses paid or incurred by or for such Owner.

8. Exterior Structures.

(a) No Exterior Structure shall be erected upon, moved onto or maintained upon any Lot except in compliance with the additional specific restrictions set forth in subsection (b) and (c) below or elsewhere in this Declaration.

(b) All fences, walls and privacy screens (other than any installed by the Developer) shall be six feet (72") dog ear wood privacy fence and must be approved by the Architectural Committee. Except as specifically authorized by the Architectural Committee, no exterior

structure fence, wall or privacy screen shall extend toward the front of the Dwelling Unit beyond three feet (3') of rear corners of the outermost side walls of the Dwelling Unit.

(c) All outbuildings, green house, dog house and any building located on a Lot besides the Dwelling Unit shall have roof materials and roof color that matches the roof of the Dwelling Unit and shall have siding that matches the siding of the Dwelling Unit.

(d) No Exterior Structure that is prohibited under Section 9 below shall be permitted under this Section 8.

9. Buildings or Uses Other Than for Residential Purposes; Noxious Activities; Miscellaneous.

(a) Except as otherwise provided in Section 2 above and in this Section 9(a), no Lot shall ever be used, and no Dwelling Unit or Exterior Structure or other improvement shall ever be placed, erected or used, for business, professional, trade or commercial purposes on any Lot. Home offices for the use of occupants of the Dwelling Unit on a Lot shall be permitted, provided that such use is not discernable from outside the Dwelling Unit and that the public, customers, clients, patients or other business invitees or guests are not received there for business or commercial purposes other than on an incidental basis in connection with social functions.

(b) No noxious or offensive activity shall be carried on with respect to any Lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot, nor shall anything be done which may be or become an annoyance or a nuisance to the neighborhood. Each Owner shall properly maintain his Lot in a neat, clean and orderly fashion. All Dwelling Units and Exterior Structures shall be kept and maintained in good condition and repair at all times.

(c) No truck (except standard two ton or smaller noncommercial pickup trucks) or commercial vehicle shall be parked, left or stored on any Lot or street for more than an eight-hour period. No vehicle in inoperable condition or any trailer, mobile home, bus, van, camper, recreational vehicle, boat, boat trailer or other mobile apparatus of any nature or kind whatsoever (other than personal automobiles and standard 2 ton or smaller non-commercial pickup trucks) shall be parked, left or stored on any Lot or street for more than a 24-hour period except in an enclosed garage. Motorized vehicles shall not be operated other than in the street.

(d) No television, radio, citizens' band, short wave or other antenna, or any satellite dish, solar panel, clothes line or pole, or other unsightly projection shall be attached to the exterior of any Dwelling Unit or erected on any Lot without the approval of the architectural committee. No lights or other illumination shall be higher than the eaves of the Dwelling Unit.

(e) All garage doors shall remain closed at all times except when necessary for entry or exit.

(f) Mailboxes will be a Cluster Box Unit (CBU) as required by the United States Postal Service.

(g) No speaker, horn, whistle, siren, bell or other sound device, except intercoms not audible beyond the Lot lines and devices used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Dwelling Unit or in any yard.

(h) In the event of vandalism, fire, windstorm or other damage, no Dwelling Unit or Exterior Structure shall be permitted to remain in damaged condition for longer than six (6) months.

(i) No fuel storage tanks of any kind, above or below ground, shall be permitted.

(j) No Lot or combination of Lots shall be re-subdivided or replatted. No Lot shall be sold or conveyed except as a whole as described on the recorded plat of the District, except as may be otherwise approved in writing by the Approving Party.

(k) No fences, plantings, structures, or other obstructions besides mailboxes are permitted within the limits of any right of way or drainage easement.

10. Animals. No livestock, poultry or other animals of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes and do not constitute a nuisance to the neighbors or neighborhood. Subject to any more restrictive law or ordinance, in no event shall more than two dogs or cats, or combination thereof, be raised, kept or maintained at any Dwelling Unit.

11. Landscaping and Lawns. Prior to occupancy, and in all events within twelve (12) months following commencement of construction of the Dwelling Unit, the Owner thereof shall sod the front lawn to the front corners of the Dwelling Unit and back lawns can by hydroseed and otherwise landscape the Lot to the same standards as those generally prevailing throughout the District and in accordance with plans approved by the Architectural Committee. The Owner of each Lot shall keep the lawn neat, clean and uniformly mowed and clipped to a reasonable and attractive height and shall properly maintain and replace all trees and landscaping.

12. Easements for Public Utilities; Drainage; Maintenance. The Developer and Property Owners Association (after the filing of the Certificate of Substantial Completion), shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of, drains, pipelines, sanitary and storm sewers, gas and water mains and lines, electric, telephone and cable television lines and other utilities, and to give or grant rights-of-way or easements therefor, over, under, upon and through all easements, rights-of-way shown on the recorded plat of the District. All utility easements and rights-of-way shall inure to the benefit of all utility companies for purposes of installing, maintaining or moving any utility lines or services and shall inure to the

benefit of the Developer, Property Owners Association and all Owners in the District as a cross easement for utility line or service maintenance.

13. Architectural Committee. The Architectural Committee shall meet when necessary to consider applications with respect to any matters that require the approval of the Architectural Committee as provided herein. A majority of the members of the Architectural Committee shall constitute a quorum for the transaction of business at a meeting. Every act or decision made by a majority of the members present at a meeting at which a quorum is present shall be regarded as the act or decision of the Architectural Committee, and no act or decision made at any other time or in any other manner by the Architectural Committee or any member or members thereof shall be valid or binding or constitute a waiver of any provision of this Declaration. In making its decisions, the Architectural Committee may consider any and all aspects and factors that the committee members, in their reasonable discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the District, including but not limited to the consistency and harmony of the proposed work and improvements with the Developer's overall plans for the District and existing improvements in and the general appearance of the District, the potential impact on property values within the District and compliance with the specific requirements of this Declaration. All decisions of the Architectural Committee shall be in writing and delivered to the applicant.

14. No Liability for Approval or Disapproval. The Developer, nor any member of the Architectural Committee shall be personally liable to any person for any discretionary or other approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration or any of such rules, regulations, restrictions or guidelines.

15. Covenants Running with Land; Enforcement. The agreements, restrictions and reservations herein set forth are, and shall be, covenants running with the land into whosoever hands any of the property in the District shall come, for the benefit of all the land in the District. The Developer, and its successors, assigns and grantees, and all parties claiming by, through or under them, shall conform to and observe such agree-ments, restrictions and reservations; provided, however, that no person shall be obligated to enforce any such agreements, restrictions and reservations. No agreement, restriction or reservation herein set forth shall be personally binding upon any Owner except with respect to breaches thereof committed during such Owner's seizing of title to such Lots; provided, however, that the immediate grantee from the builder of the Dwelling Unit on a Lot shall be personally responsible for breaches committed during such builder's ownership of such Lot.

The Developer, its successors and assigns, and the Owner of any of the Lots, shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the agreements, restrictions and reservations herein set forth, in addition to any action at law for damages. The failure to enforce any of the agreements, restrictions or reservations herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.

16. Assignment of Developer's Rights. The Developer shall have the right and authority from time to time, by appropriate agreement made expressly for that purpose and recorded in the office of the Recorder of Deeds of Greene County, Missouri, to assign, convey, transfer and set over to any person or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for all purposes be the Developer hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties, and responsibilities hereunder.

17. Duration, Release and Modification of Restrictions. The provisions of this Declaration shall remain in full force and effect for a period of twenty-five (25) years from the date hereof, and shall automatically be continued thereafter for successive periods of five (5) years each; provided, however, that the then Owners of fifty percent (50%) of the Lots may release the District from all or part of such provisions at the expiration of the initial period or at the expiration of any extension period by executing (in one or more counterparts), acknowledging and recording an appropriate agreement in writing for such purpose, at least thirty (30) days prior to the original expiration date or to a subsequent expiration date, whichever is applicable. The provisions of this Declaration may be amended, modified or supplemented, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by both (a) the Owners (excluding therein the Developer if it is then an Owner) of fifty percent (50%) of the Lots (excluding those owned by the Developer) within the District as then constituted and (b) the Developer if it is then an Owner. These Declarations cannot be amended, or terminated without the consent of the City of Willard, Missouri.

18. Extension of District. The Developer shall have, and expressly reserves, the right, from time to time, to add to the existing District and to the operation of the provisions of this Declaration such other adjacent (without reference to any street or right-of-way) lands as it may now own or hereafter acquire by executing, acknowledging and recording an appropriate written declaration or agreement subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in good faith.

19. Severability. Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed the day and year first written above.

By: _____
Donald Daniel, Member

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of June, 2021, before me, _____, a Notary Public in and for said State, personally appeared Donald Daniel, Member of West Ridge 2019, LLC, known to me to be the person who executed the within Declaration of Covenants, Conditions, and Restrictions in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

Notary Public

My commission expires: _____

After recording, return to:
Rick J. Muenks, Attorney at Law
3041 S. Kimbrough Avenue, Suite 106
Springfield, MO 65807

**Exhibit D - Declaration of Property Owners Association
Declaration (POA) - West Ridge**

**PROPERTY OWNERS ASSOCIATION DECLARATION
WEST RIDGE SUBDIVISION**

THIS DECLARATION, made as of the _____ day of June, 2021, by West Ridge 2019, LLC, a Missouri limited liability company, ("Developer")

WHEREAS, Developer has executed and filed with the Recorder of Deeds of Greene County, Missouri, a plat of the subdivision known as "West Ridge Subdivision;" and

WHEREAS, such plat creates the subdivision of West Ridge Subdivision, composed, in part, of the following described lots and tracts located in Greene County, Missouri, to-wit:

A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23; THENCE SOUTH 87°43' 28" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER 506.26 FEET; THENCE SOUTH 00°42' 12" WEST, 844.67 FEET; THENCE NORTH 87°43' 27" WEST, 525.25 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 01°59' 31" EAST ALONG SAID WEST LINE 844.37 FEET TO THE POINT OF BEGINNING, AND CONTAINING 10.00 ACRES OF LAND, MORE OR LESS, SUBJECT TO ROADS NOW IN USE, EASEMENTS AND RESTRICTIONS OF RECORD.

and

WHEREAS, Developer, as the present owner and developer of the above-described lots and tracts, desires to create and maintain a residential neighborhood and a property owners

association for the purpose of enhancing and protecting the value, desirability, attractiveness and maintenance of the property within the subdivision; and

WHEREAS, Developer desires to comply with the applicable provisions of Section 400.1230 of the City of Willard Code as it pertains to West Ridge Subdivision.

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby subjects West Ridge Subdivision, to the covenants, obligations, charges, assessments and easements hereinafter set forth.

ARTICLE I DEFINITIONS

For purposes of this Declaration, the following definitions shall apply:

(a) "Board of Directors" shall mean the Board of Directors of the Property Owners Association. The Developer shall have the right to appoint members of the board of the Association up and until the time that Developer files its Certificate of Substantial Completion.

(b) "Certificate of Substantial Completion" shall mean a certificate executed, acknowledged and recorded by the Developer stating that all, or at the Developer's discretion, substantially all, of the Lots in the District (as then composed or contemplated by the Developer) have been sold by the Developer and the residences to be constructed thereon are substantially completed.

(c) "Common Areas" shall mean the silo designed and functioning as a subdivision monument and located on the south portion of Lot 18 of West Ridge Subdivision.

(d) "Developer" shall mean and refer to West Ridge 2019, LLC, a Missouri limited liability company, and its successors and assigns.

(e) "District" shall mean all of the above-described land and also being that area shown on the Plat of West Ridge Subdivision, recorded in Plat Book _____ of the Greene County Recorder's Office. West Ridge, all Common Areas, and all additional property which hereafter may be made subject hereto in the manner provided herein.

(f) "Property Owners Association" shall mean the Missouri not-for-profit corporation to be formed by the Developer for the purpose of serving as the Property Owners Association for the District. Until the Certificate of Substantial is recorded, the Developer shall have the right to appoint the directors of the Property Owners Association, and said Association may, but is not required to call a meeting of the members.

(g) "Lot" shall mean any lot shown as a separate lot on any recorded plat of all or part of the District.

(h) "Owner" shall mean the record owner in fee simple of any Lot, including the Developer.

(i) "Street" or "street" shall mean any public street, road, terrace, circle, boulevard or cul-de-sac shown on any recorded plat of all or part of the District.

ARTICLE II
PROPERTY OWNERS ASSOCIATION MEMBERSHIP, VOTING AND MANAGEMENT

1. Membership in the Property Owners Association shall be limited to the Owners of Lots within the District. Membership in the Property Owners Association is mandatory on every Owner and all successive lot Owners. Such Owner shall automatically be and become a member upon acquisition of fee title to a Lot. The Property Owners Association shall have only one class of membership. Each member shall have one vote for each Lot for which he is the Owner and upon which he shall not be delinquent in the payment of any assessment; provided, however, that when more than one person is an Owner of any particular Lot, all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall the vote be divided nor shall more than one vote be cast with respect to such Lot.

2. On or before the sale closing of each Lot the seller of that respective Lot shall cause for a copy of these Declarations to be made available to the buyer of the respective Lot.

ARTICLE III
POWERS AND DUTIES OF THE PROPERTY OWNERS ASSOCIATION

1. In addition to the powers granted by other portions of this Declaration, by any deeds, declarations or plats covering the property in the District or by law, the Property Owners Association shall have the power and authority to do and perform all such acts as may be deemed necessary or appropriate by its Board of Directors to carry out and effectuate the purposes of this Declaration, including, without limitation:

(a) To enforce, in its own name, any and all building, use or other restrictions, obligations, agreements or reservations which have been or hereafter may be imposed upon any of the Lots; provided, however, that this right of enforcement shall not serve to prevent changes, releases or modifications of restrictions, obligations, agreements or reservations from being made by the parties having the right to make such changes, releases or modifications under the terms of the deeds, declarations or plats in which such restrictions, obligations, agreements and reservations are set forth. The expense and cost of any such enforcement proceedings by the Property Owners Association may be paid out of the general fund of the Property Owners Association, as herein provided. Nothing herein contained shall be deemed or

construed to prevent the Developer or any Owner from enforcing any building, use or other restrictions in its or his or her own name.

(b) To acquire and own title to or interests in, and exercise control over, the Common Areas, subject to the rights (including ownership) of any governmental authority, utility or any other person or entity therein or thereto.

(c) To maintain public liability, workers' compensation, fidelity, fire and other casualty, director and officer liability, indemnification and other insurance with respect to the activities of the Property Owners Association and the property within the District.

(d) To levy and collect the assessments which are provided for in this Declaration and to maintain accounts and accounting records with respect thereto.

(e) To enter into and perform agreements from time to time with the Developer and other parties regarding the performance of services and matters benefitting both the Developer and the Property Owners Association and its members and the sharing of the expenses associated therewith.

(f) To enter into and perform agreements with the Developer, other developers, other property owners' associations and other parties relating to the joint use, operation and maintenance of any recreational facilities and other similar common areas, whether in or outside the District, and the sharing of expenses related thereto.

(g) To engage the services of a management company or other person or entity to carry out and perform all or any part of the functions and powers of the Property Owners Association, including, without limitation, keeping of books and records, operation and maintenance of Common Areas and maintenance of lawns and landscaping.

(h) To engage the services of a security guard or security patrol service.

(i) To provide for the collection and disposal of rubbish and garbage; to pick up and remove loose material, trash and rubbish of all kinds in the District; and to do any other things necessary or desirable in the judgment of the Board of Directors of the Property Owners Association to keep any property in the District neat in appearance and in good order.

(j) To exercise any architectural and aesthetic control and authority given and assigned to it in this Declaration or in any other deed, declaration or plat relating to all or any part of the District.

(k) To make, amend and revoke reasonable rules, regulations, restrictions and guidelines (including, without limitation, regarding the use of Common Areas) and to provide means to enforce such rules, regulations and guidelines for the purpose of adequately and properly carrying out the provisions and purposes of this Declaration.

(l) To exercise such other powers as may be set forth in the Articles of Incorporation or Bylaws of the Property Owners Association.

2. In addition to the duties required by other portions of this Declaration and by law, the Property Owners Association shall have the following duties and obligations with respect to providing services to Owners within the District:

(a) Except as otherwise provided in any agreement with the Developer, and other provisions of these Declarations, the Property Owners Association shall at all times pay and be responsible for the proper maintenance of, and shall maintain the silo improved as a subdivision monument sign located on Lot 18. The Property Owners Association shall also be responsible for the liability insurance and property taxes associated with the silo improvement, if any. This duty of the Property Owners Association shall be permanent. In order to achieve this duty, the Property Owners Association, its agents, representatives, employees and contractors are hereby granted an easement over, under and across Lot 18 of West Ridge Subdivision for the purpose of accessing, maintaining, constructing and repairing the existing silo structure on Lot 18.

(b) In the event drainage improvements and drainage easements areas are not being adequately maintained by the respective Owner of the Lot that contains said drainage improvements and drainage easements, the Property Owners Association shall pay and be responsible for the proper maintenance of the drainage improvements and drainage easements. The Property Owners Association shall have the right to assess the responsible Owner for all costs incurred by the Property Owners Association in accordance with Article VI.

ARTICLE IV METHOD OF PROVIDING GENERAL FUNDS

1. For the purpose of providing a general fund to enable the Property Owners Association to exercise the powers, maintain the improvements and render the services provided for herein, all Lots in the District, other than Lots then owned by the Developer, shall be subject to an annual assessment to be paid to the Property Owners Association by the respective Owners thereof as provided in this Article IV. The amount of such assessment per Lot shall be fixed periodically by the Property Owners Association, and, until further action of the Property Owners Association, shall be \$50 per year for Lots improved with an occupied residence.

2. The assessment provided for herein shall be due and payable on such dates as shall be determined by the Board of Directors from time to time, and may be made payable in installments at the discretion and in such manner as the Board of Directors shall determine; provided, however, that the first assessment for each Lot shall be due and payable upon the earlier of occupancy of the residence on the Lot or the closing of the sale of the Lot from the builder to the buyer and shall be prorated as of the date thereof. No Owner or Lot shall be

entitled to receive any services to be provided by and through the Property Owners Association until such time as the first assessment has been paid.

ARTICLE V LIEN ON REAL ESTATE

1. Each Owner (other than the Developer) shall be personally liable for payment of all assessments becoming due and payable during the time such Owner holds fee title to a Lot, and the assessment shall become a lien on such Lot as soon as it is due and payable. In the event of the failure of any Owner to pay any assessment within thirty (30) days of the due date thereof, then such assessment shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid. Should an attorney be engaged to collect any assessment hereunder, all costs of collecting such assessment, including court costs and reasonable attorneys' fees, shall, to the extent permitted by applicable law, be added to the amount of the assessment being collected and the lien on the Lot.

2. All liens on any Lot for assessments provided for herein shall be inferior and subordinate to the lien of any valid purchase money first mortgage or deed of trust now existing or which may hereafter be placed upon such Lot.

3. Nonpayment of any assessment provided for herein within thirty (30) days from the due date thereof shall cause such assessment to become delinquent. Payment of both principal and interest of a delinquent assessment may be enforced as a mortgage lien on such Lot through proceedings in any court in Greene County, Missouri, having jurisdiction of suits for the enforcement of such liens, or by any other appropriate proceedings allowed by law. The Property Owners Association may file certificates of nonpayment of assessments in the office of the Recorder of Deeds of Greene County, Missouri, whenever any assessment is delinquent. For each certificate so filed, the Property Owners Association shall be entitled to collect from the Owner of the Lot described therein a fee established by the Property Owners Association from time to time, which initially shall be \$100, which fee shall be added to the amount of the delinquent assessment and the lien on the Lot.

4. In the event the Developer or Property Owners Association fails to maintain the Common Areas or should the Property Owners Association be dissolved for any reason and the Common Areas are not maintained in reasonable condition, the City of Willard may enter and maintain the Common Areas in accordance with the procedures set out in Subsection 400.1230 (F) of the Willard City Code. The City of Willard shall assess the cost of maintenance ratably against the Lots that have a right to enjoy, use, or benefit from the Common Area. This assessment shall become a charge on the Lots and such charge shall be paid by the Lot Owner within thirty (30) days after receipt of same. The assessment shall constitute a lien against the respective Lot.

5. Such liens shall continue for a period of ten (10) years from the date of delinquency and no longer, unless within such period suit shall have been instituted for

collection of the assessment, in which case the lien shall continue until payment in full or termination of the suit and sale of the property under execution of judgment.

6. The Property Owners Association may cease to provide any or all of the services to be provided by or through the Property Owners Association with respect to any Lot during any period that the Owner is delinquent in the payment of any assessment (including special assessments) due under this Declaration, and no such cessation of services shall result in a reduction of any amount due from the Owner before, during or after such cessation.

ARTICLE VI SPECIAL ASSESSMENTS

In addition to the other assessments provided for herein, the Board of Directors (a) shall have the authority to levy from time to time a special assessment against any Lot (other than any Lot when owned by the Developer) and its Owner (other than the Developer) to the extent the Property Owners Association expends any money (whether for services or materials or otherwise) to correct or eliminate any breach by such Owner of any agreement, obligation, reservation or restriction contained in any deed, declaration or plat covering such Lot (including, without limitation, to maintain or repair any Lot or improvement thereon) and (b) shall levy from time to time special assessments against each and every Lot (other than any Lot then owned by the Developer) in an equal amount that is sufficient, when aggregated, to enable the Property Owners Association to perform its duties as specified in subsection 2 of Article III hereof that require any expenditure during any period in an amount in excess of the general funds of the Property Owners Association available therefor. In addition, special assessments against each and every Lot (other than any Lot then owned by the Developer) to pay the costs of constructing, maintaining, altering or repairing an improvement thereon may be levied (i) if fifty percent (50%) of the Owners (other than the Developer if it is then an Owner) present and entitled to vote at a meeting of the members specially called for that purpose and of which advance notice is given authorize such special assessments by an affirmative vote therefor, and (ii) if the Developer, if it is then an Owner, approves such special assessments in writing. Special assessments shall be due and payable, shall be the personal obligation of the then-Owner of each Lot and shall become a lien on such Lot upon notice to such Owner of the assessment. Interest at the rate of eighteen percent (18%) per annum shall accrue from the due date until paid and shall also be part of the lien against such Lot. Such lien shall be enforced and terminated in accordance with the provisions of Article V above.

ARTICLE VII LIMITATION ON EXPENDITURES

The Property Owners Association shall at no time expend more money within any one year than the total amount of the assessments (including special assessments) for that particular year, plus any surplus and available reserves which it may have on hand from prior years; nor shall the Property Owners Association have the power to enter into any contract which binds the Property Owners Association to pay for any obligation out of the assessments

for any future year, except for contracts for utilities, maintenance or similar services or matters to be performed for or received by the Property Owners Association or its members in subsequent years.

ARTICLE VIII NOTICES

1. At least thirty (30) days prior to any meeting of the Property Owners Association, it shall give written notice to all members of the place, time and purpose of the regular or special meeting of the Property Owners Association.

2. The Property Owners Association shall designate from time to time, by notice to all Owners, the place where payment of assessments shall be made and the place or places where other business in connection with the Property Owners Association may be transacted and where the Property Owners Association may be contacted.

3. All notices required or permitted under this Declaration shall be deemed given if deposited in the United States Mail, postage prepaid, and addressed to the person entitled to such notice at the last address listed with the Property Owners Association for such person. In the event electronic mail addresses are compiled and available, alternative notices under this Declaration will be deemed delivered upon delivery to the person entitled to notice. Notice to one co-owner shall constitute notice to all co-owners.

ARTICLE IX EXTENSION OF DISTRICT

The Developer shall have, and expressly reserves, the right, from time to time, to add to the existing District and to the operation of the provisions of this Declaration such other adjacent (without reference to streets and right-of-ways) lands as it may now own or hereafter acquire by executing, acknowledging and recording an appropriate written declaration or agreement subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in good faith.

ARTICLE X OBSERVANCE OF ALL LAWS

1. The Property Owners Association shall at all times observe all applicable federal, state, county, city or other laws, rules, regulations and ordinances. If at any time any of the provisions of this Declaration shall be found to be in conflict with such laws, rules, regulations or ordinances such provisions shall be of no force or effect to the extent of such conflict for so long as such conflict exists, but no other parts of this Declaration not in conflict therewith shall be affected thereby.

2. Nothing in this Declaration shall prevent the City of Willard from enforcing its ordinances and as to any conflict between this Property Owner's Declaration and City Ordinance, Willard City Ordinances shall control.

3. Notwithstanding any other provision to the contrary within these covenants and in conjunction with the powers granted to the City of Willard under Chapter 400, as amended, readopted or recodified from time to time, which is incorporated herein, in the event for any reason the association should fall to maintain any common area or areas or in the even the association should be involuntarily dissolved and the lot owners fail to maintain such common area or areas, then the City shall have the right and full authority and ability to intercede and maintain the common areas and assess the City's costs of same to the lot owners within the subdivision or any lot or parcels previously served by the association or any of the common areas of the subdivision on a pro rata basis of square footage of the lots involved and such shall run as a lien against the lots. The City shall be given the power provided herein, as well as any other remedy available to it under law, to set and enforce such assessments to pay for the maintenance of or abatement of any nuisance contained in any common area or areas. The association may not be dissolved without the written consent of the Mayor of the City.

ARTICLE XI AMENDMENT AND TERMINATION

1. This Declaration may be amended or modified, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by both (a) the Owners (excluding therein the Developer if it is then an Owner) of fifty percent (50%) of the Lots (excluding those owned by the Developer) within the District as then constituted and (b) the Developer if it is then an Owner.

2. The Property Owners Association provided for in these Declarations may not be dissolved and these Declarations may not be terminated without the consent of the City of Willard, Missouri.

ARTICLE XII ASSIGNMENT

1. The Developer shall have the right and authority from time to time, by appropriate agreement made expressly for that purpose and recorded in the office of the Recorder of Deeds of Greene County, Missouri, to assign, convey, transfer and set over to any person(s) or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for any or all such purposes be the Developer hereunder with respect to the rights, benefits, powers, reservations, privileges, duties and responsibilities so assigned. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder.

2. So long as the Developer is an Owner, the Property Owners Association shall have no right, without the written consent of the Developer, to assign, convey, transfer or set over all or any part of its rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder.

**ARTICLE XIII
COVENANTS RUNNING WITH THE LAND**

All provisions of this Declaration shall be deemed to be covenants running with the land and into whosoever hands any of the property in the District shall come, for the benefit of all the land in the District.

**ARTICLE XIV
SEVERABILITY**

Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed the day and year first above written.

By: _____
Donald Daniel, Member

STATE OF _____

COUNTY OF _____

On this _____ day of June, 2021, before me, _____, a Notary Public in and for said State, personally appeared Donald Daniel, Member of West Ridge 2019, LLC, known to me to be the person who executed the within Declaration of Covenants, Conditions, and Restrictions in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

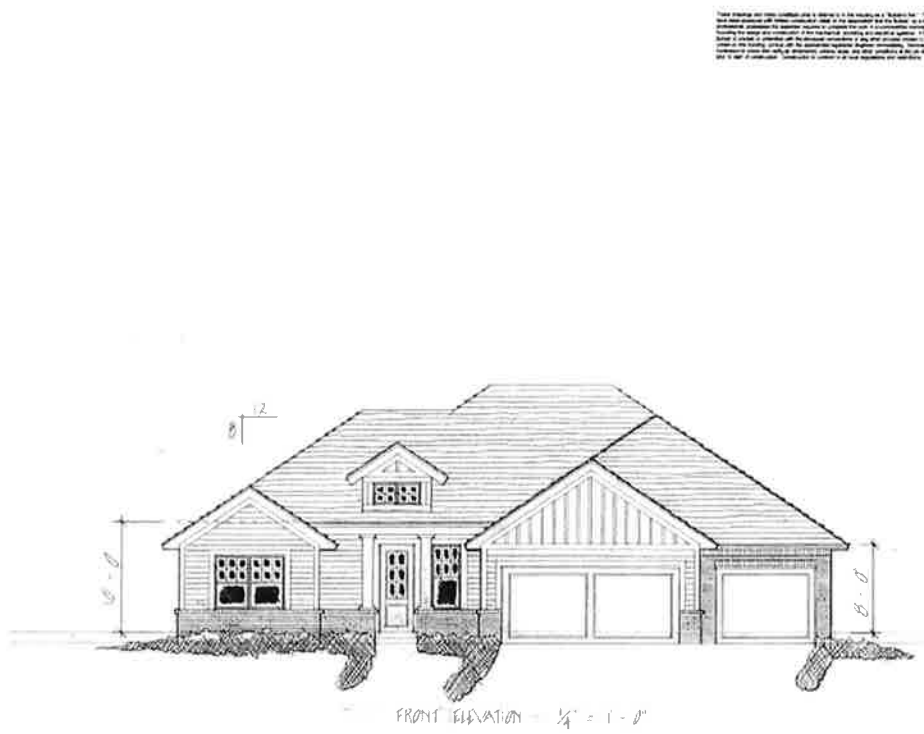
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

Notary Public

My commission expires: _____

After recording, return to:
Rick J. Muenks, Attorney at Law
3041 S. Kimbrough Avenue, Suite 106
Springfield, MO 65807

Exhibit E - Elevations of Single Family Homes - West Ridge



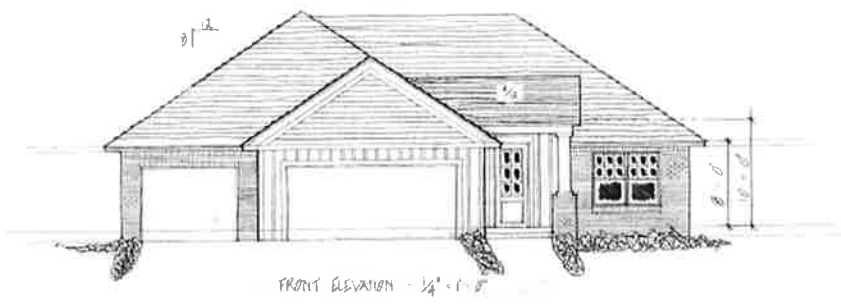
THIS DRAWING IS THE PROPERTY OF DALE PEER - HOME DESIGN, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF DALE PEER - HOME DESIGN, INC. IS STRICTLY PROHIBITED. THE USER OF THIS DRAWING AGREES TO HOLD DALE PEER - HOME DESIGN, INC. HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST DALE PEER - HOME DESIGN, INC. BY ANY THIRD PARTY AS A RESULT OF SUCH REUSE OR MODIFICATION.

DALE PEER - HOME DESIGN, INC.
 1202 E. HODGKIN BLVD. #1000
 PHOENIX, AZ 85026
 PHONE: 415.983.3943
 WWW.DALEPEER.COM

MARCH 23 2021

MARK PROPERTIES INC
 WEST RIDGE
 SANITARY - GARAGE 10'

1



FRONT ELEVATION - 1/4" = 1'-0"

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DALE PEER - HOME DESIGN, INC.
 1202 E. HODGKIN BLVD. #1000
 PHOENIX, AZ 85026
 WWW.DALEPEER.COM

MARCH 29 2021

MARK PROPERTIES INC
 WEST RIDGE
 SANITARY - GARAGE 10'

1



FRONT ELEVATION - 1/4" = 1'-0"

These drawings are made available only to the owner of the property on which they are to be used. No part of these drawings may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Dale Peer - Home Design, Inc. The owner shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The drawings are not to be used for any other purpose without the prior written permission of Dale Peer - Home Design, Inc. The drawings are not to be used for any other purpose without the prior written permission of Dale Peer - Home Design, Inc.



FRONT ELEVATION - 1/4" = 1'-0"

<p>DALE PEER - HOME DESIGN, INC. 200 E. WASHINGTON ST. COO. SPRINGFIELD, MO 65804 PHONE: 417-336-3245 dalepeerdesign.com</p>	<p>MARCH 14, 2020</p>	<p>NIGHT PROPERTIES, INC. 1401 N. ROSS JEE - GARAGE FRONT</p>	<p>1</p>
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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

Ordinance accepting the rezoning request for 105 Willey. (1st & 2nd Read) Discussion/Vote.

First Reading: 06/14/21

Second Reading: 06/14/21

Council Bill No.: 21-17

Ordinance No.: 210614

AN ORDINANCE

Amending Willard Land Use Regulations, Section 400.380A, City of Willard Zoning Map, by rezoning parcel #0723403006, as shown in the records of the Greene County Assessor's office, known locally as 105 Willey, Willard, MO.

WHEREAS, an application has been filed for a zoning change of the below described tract of land from R-3 Multi-Family District to C-2, General Business District; and

WHEREAS, following proper notice; a public hearing was held before the Planning and Zoning Commission, a copy of the record of proceedings from said public hearing being attached hereto as Exhibit "A", and said Commission made its recommendation; and

WHEREAS, proper notice was given of a public hearing before the Board of Aldermen and that said hearing was held in accordance with the law.

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 property herein described as:

**WILLARD IRR . 47A M/ L SWI/ 4 SEI/ 4 LY S OF RR & HWY
23/ 30/ 23 (EX BEG 30 FT N NW COR NW1/ 4 N 336. 5 FT
NELY 80 FT SELY 149. 7FT S 279 FT W TO BEG) & (EX BEG
130. 75 FT W & 29. 22 FT N SE**

is hereby rezoned from R-3 Multi-Family District to C-1 Neighborhood Business District..

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.

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 _____, 2021.

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
-----------------------------------	-----	----	-----------

_____	_____	_____	_____
TYLER KELLY			

_____	_____	_____	_____
RYAN SIMMONS			

_____	_____	_____	_____
DONNA STEWART			

_____	_____	_____	_____
LARRY WHITMAN			

_____	_____	_____	_____
SAM BAIRD			

_____	_____	_____	_____
LANDON HALL			

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
-----------------------------------	-----	----	-----------

_____	_____	_____	_____
TYLER KELLY			

_____	_____	_____	_____
-------	-------	-------	-------

RYAN SIMMONS

DONNA STEWART

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

LARRY WHITMAN

SAM BAIRD

LONDON HALL

Background Report for Rezoning request 105 Willey

Date: June 7, 2021

Applicant: John & Sandy Eagleburger

Address: 105 Willey Street Willard, Mo. 65781

Present Zoning: R-3 Multi Family Residence District

Requested Zoning: C-1 Neighborhood Business District

Background Summary: In early April the owner contacted City Staff to discuss the possibility and requirements for rezoning the above-mentioned property. The owners indicated that if they decided to sale it would maximize or increase the value of the property. Staff researched the request and determined that C-1 Neighborhood Business District would be appropriate and compatible with the surrounding properties in the immediate vicinity.

Staff contacted the owner and advised them of the process and the owner submitted the application and payment along with the other required information. Staff has included supporting documentation for your consideration and review.

Staff Recommendation: Staff ask for your consideration to approve the request as presented and change the zoning designation at 105 Willey Street from R-3 Multifamily Residence District to C-1 Neighborhood Business District.

If you have any questions or concerns about this request, feel free to contact me at City Hall.

Randy Brown
Director of Development



City of Willard

Zoning Case No. 20210422
Application Date 4/22/2021
Application Fee \$300.00

Paid by card 4/22/2021

**APPLICATION
ZONING CHANGE (REZONING)**

We, the undersigned, ask the City of Willard, Missouri Board of Aldermen to approve a zoning change as requested in this application on the tract of land described below. We attest to the truth and correctness of all facts and information presented with this application and agree to pay all advertising and mail notification costs for the public hearings as required by the *Willard Land Development Regulations*. The City of Willard is authorized to prepare and publish all required legal advertising and mail notifications, the cost of which is to be billed to the name listed below for payment.

Present Zoning Classification R-3 Residential Requested Zoning Classification C-1 Commercial

Legal Description of Property Requested to be Rezoned (attach additional sheet if needed):

Street Address or Other Common Property Description 105 Willey, Willard Mo

Property Owner's Name(s) John + Sandra Eagleburger

If corporation, Corporate Official Name and Seal: SESSDP LLC

Mailing Address PO Box 672 Willard Mo 65781

Telephone Number 417-742-1777 Fax Number —

PROPERTY OWNER'S SIGNATURE:

[Handwritten Signature]
(Not necessary if there is an authorized representative. Authorized representative must sign below).

AUTHORIZED REPRESENTATIVE:

I hereby certify that I am authorized to represent all of the property owners of the above described tract in this application. A power of attorney is attached.

Name _____ Signature _____

Address _____ Telephone _____

BILL ADVERTISING AND NOTIFICATION COSTS TO:

Name John + Sandra Eagleburger Telephone 417-689-2301

Address 22798 Lawrence 2040 Ash Grove Mo 65604

QUESTIONS ON REZONING APPLICATION

(Attach additional sheets if necessary)

1. What is the current use of the property? Daycare & Preschool

2. Why are you requesting a change in zoning? to sell as commercial property in the future

3. Are there any deed restrictions or restrictive covenants that would affect the use of this property? If so, what are they?
No

4. Has a rezoning ever been requested for this property in the past by the current owner? What zoning classification was requested and when?
No

5. If the rezoning is approved, does the applicant intend to develop the property?
No

APPLICATION CHECKLIST

ZONING CHANGE (REZONING) City of Willard, Missouri

This checklist is provided to help you make sure that you submit everything that is required for a complete rezoning application. The application must be complete and all items listed on the checklist must accompany the application or this case will not be processed. The application must be submitted no later than 4:00 p.m. to the Willard City Hall, 30 working days prior to the Planning and Zoning Commission public hearing at which the request for rezoning will be heard. Contact the City Clerk at the telephone number below for filing deadlines and meeting dates.

APPLICATION FORM:	
	List the current zoning classification of the property.
	List the zoning classification you are requesting. See the <i>Land Development Regulations, Article V</i> , for specific zoning district classifications.
	Provide the legal description of the property to be rezoned. You may attach the legal description on a separate sheet.
	List the current property owner's name, address, and telephone number. If a corporation, list the corporate official and include the corporate seal.
	Current property owner must sign the application unless there is an authorized representative. If authorized representative, include power of attorney.
	List the name and address for billing the legal advertising and mail notices for the public hearings before the Planning Commission and Board of Aldermen.
	Provide an answer to questions 1-5 on the application.
APPLICATION FEE:	
	Include \$300.00 application fee for zoning application. Applicant also responsible for advertising and notification costs for public hearings.
PROPERTY OWNERS NOTIFICATION:	
	Provide a list of property owners' names and addresses within 185 feet of the area to be rezoned that has been compiled from the records of the Greene County Assessor's Office or prepared by a title company authorized to issue title policies in the State of Missouri.
	Provide an addressed, stamped (not metered) business envelope for every property owner listed on the property owners' list.
<p>Note: The Planning and Zoning Commission shall not forward its recommendation to the Board of Aldermen when the applicant or the applicant's agent does not appear at the public hearing to provide evidence regarding the request for a change in zoning classification. Also, final action by the Board of Aldermen shall not be taken until the applicant has reimbursed the City for the costs of advertising and mail notifications to adjacent property owners.</p>	

Submit Applications To:
 Willard City Hall
 224 W. Jackson, PO Box 187
 Willard, MO 65781
 (417) 742-3033

For mail delivery, use the post office box address
 For hand delivery or parcel delivery, use the street address

Greene County Real Estate Tax Detail**Tax Year: 2019****EAGLEBURGER, JOHN H**

TAX ID Number: 88-07-23-403-006
 PIN: 119237 (For Internet Payments)

Location Address:
105 W WILLEY ST
 Acres: **0.5659**

District:	Levy:	Tax Amt:
Willard R2 Schools	4.1284	\$1,930.03
City of Willard	0.4802	\$224.49
Willard Fire	0.7323	\$342.35
City-County Library	0.2413	\$112.81
Community Technical College	0.1990	\$93.03
County General Revenue	0.1177	\$55.02
County Road and Bridge	0.1177	\$55.02
County Senior Citizens' Services	0.0489	\$22.86
County Developmental Disability	0.0463	\$21.65
State of Missouri	0.0300	\$14.03
Commercial Sur-Tax	<u>1.0400</u>	<u>\$486.20</u>
	7.1818%	

On Time Amount Due

\$3,357.49**Assessed Value*:****Market Value*:**

*Provided by the Assessor's office

Agricultural		Agricultural	
Commercial	46,750.00	Commercial	146,100.00
Residential		Residential	
Total Assessed Value		Total Market Value	
46,750.00		146,100.00	

Assessed Value x Levy = Tax Due

Legal Description:

WILLARD IRR .47A M/L SW1/4 SE1/4 LY S OF RR & HWY
 23/30/23 (EX BEG 30 FT N NW COR NW1/4 N 336.5 FT
 NELY 80 FT SELY 149.7FT S 279 FT W TO BEG) & (EX BEG
 130.75 FT W & 29.22 FT N SE

**Pay online! CountyCollector.com***As promised: Now accepting credit and debit cards!**Bank fee will apply: 1.5% for debit and 2.15% for credit**Don't like the fee? Neither do I. Pay by e-check with no fee!**-Leah Betts***Before you mail:**

- Proofread statement for accuracy.
- Print Tax ID number(s) on your check.
- Make any address corrections on back of return portion of bill.
- Carefully cut or tear along the line and return the bottom portion of the bill.

Please return bottom portion of this statement with your payment.

Chapter 400. Land Development Regulations

Article V. Zoning District Regulations

Section 400.440. "R-3" Multi-Family Residence District.

[Ord. No. 020227 §1(5.5), 2-27-2002; Ord. No. 050711 §1, 7-11-2005]

A. *Permitted Uses.* The "R-3" Multi-Family Residence District is designed for multi-family residential developments at up to twelve (12) dwelling units per acre. The following uses are permitted in the "R-3" District:

1. Single-family dwellings existing at the time the district is mapped.
2. Duplexes.
3. Multi-family dwellings.
4. Town houses.
5. Family day care and group day care homes.
6. Custodial group homes and residential group homes.
7. Boarding, rooming and lodging houses.
8. Residential, intermediate and skilled nursing care facilities.
9. Bed and breakfasts.
10. Churches and other places of worship, including parish houses and Sunday schools, but excluding rescue missions and overnight shelters.
11. Schools, elementary and secondary, or development centers for elementary and secondary school-age children with handicaps or developmental disabilities on a minimum of five (5) acres of land.
12. Public and private parks, playgrounds, community buildings and golf courses, excluding miniature golf courses and driving ranges.
13. Accessory uses in accordance with Article VI, Section 400.520.
14. Temporary uses in accordance with Article VI, Section 400.530.
15. Home occupation in accordance with Article VI, Section 400.540.
16. Public utilities and governmental buildings, including transformer stations, pumping stations, lift stations, water reservoirs, standpipes, elevated and ground level water storage tanks, but excluding office buildings, garages and shops, loading yards and warehouses.

17. Type I and II wireless facilities, in accordance with Article VI, Section 400.600.
 18. Accessory apartments in owner-occupied, single-family detached dwellings.
- B. *Conditional Uses.* The following uses may be permitted as conditional uses subject to the provisions of this Chapter and approval by the Board of Aldermen.
1. Museums, libraries and art galleries.
 2. Cemeteries on a minimum of ten (10) acres of land.
 3. Day care centers.
 4. Fire stations and Police stations.
 5. Type III wireless facilities in accordance with Article VI, Section 400.600, provided wireless towers sixty (60) feet or greater in height allow collocation of at least one (1) additional provider's facilities.
 6. Other towers and related facilities existing at the time the district is mapped, provided any modifications are made in accordance with Article VI, Section 400.600(C).
- C. *Minimum Lot Size, Bulk And Open Space Requirements.*

	Minimum Lot Area
Duplex dwellings	5,000 square feet per dwelling unit
Multi-family dwellings	3,000 square feet per dwelling unit
All other permitted uses	15,000 square feet
	Minimum Lot Width
Dwellings	70 feet
Duplexes	80 feet
All other permitted and conditional uses	100 feet
	Minimum Lot Depth
Duplexes	125 feet
All other permitted uses	140 feet
	Maximum Structure Height
Principal structure	35 feet
Accessory structure	16 feet
	Minimum Yard Requirements
Front yard	30 feet, 25 feet for duplexes.
Rear yard	40 feet, 25 feet for duplexes.
Side yard	10 feet for duplex dwellings, 15 feet for other uses. On corner lots, side yard setback shall be 20 feet on the side next to a street.
Maximum lot coverage	40%, 50% for duplexes.
Dwellings, minimum first floor area	500 square feet per dwelling unit

- D. *Minimum Open Space.* Not less than twenty percent (20%) of the total lot area shall be devoted to open space including required yards and buffer yards. Open space shall not include areas covered by buildings, parking areas, driveways or internal streets.

E. *Design Requirements.*

1. Unless exempted by Section **400.340(C)**, a site plan meeting the requirements of Article **XIV** shall be submitted and approved for all uses.
2. A landscaping plan meeting the requirements of Article **VIII** shall be submitted and approved for all uses except single-family dwellings.
3. All off-street parking and vehicular use areas permitted for non-residential uses shall be screened from all residential uses in accordance with Article **VIII**.
4. Refuse storage areas, storage for maintenance, mechanical and electrical equipment or other equipment incidental to uses except for single-family dwellings and duplex dwellings shall be screened from view.
5. Off-street parking and vehicular use areas shall be provided in accordance with Article **IX**.

Section 400.460. "C-1" Neighborhood Business District.

[Ord. No. 020227 §1(5.7), 2-27-2002; Ord. No. 021111 §1, 11-11-2002]

A. *Permitted Uses.* The "C-1" Neighborhood Business District is designed to permit small areas of convenience shopping facilities in and near residential neighborhoods. The following uses are permitted in the "C-1" District:

1. Bakeries, delicatessens and meat markets with on-premises sales.
2. Convenience store, which shall include gasoline sales, but shall not permit repair facilities for motor vehicles.
3. Day care center.
4. Governmental buildings and uses.
5. Laundry and dry cleaning self-service.
6. Residential, intermediate or skilled nursing care facilities.
7. Personal services such as barber or beauty shop, dressmaking, tailoring, shoe repair, household appliance repair and other similar uses.
8. Police and fire stations.
9. Public or private parks, playgrounds and golf courses, excluding miniature golf and driving ranges
10. Type I and II wireless telecommunications facilities in accordance with Article **VI**, Section **400.600**.
11. Public utilities and governmental buildings, including transformer stations, pumping stations, lift stations, public water reservoirs, standpipes and elevated and ground level water storage tanks, but excluding office buildings, garages and shops, loading yards and warehouses.
12. Accessory uses in accordance with Article **VI**, Section **400.520**.
13. Temporary uses in accordance with Article **VI**, Section **400.530**.
14. Residential uses existing at the time the district is mapped.

B. *Conditional Uses.* The following uses may be permitted as conditional uses subject to the provisions of this Chapter and approval by the Board of Aldermen.

1. Type V wireless telecommunications facilities in accordance with Article VI, Section 400.600.
2. Other towers, exceeding one hundred (100) feet in height, and related facilities, provided the maximum height does not exceed two hundred (200) feet; only one (1) tower is permitted on a lot and all other provisions of Article VI, Section 400.600 are met.

C. *Use Limitations.*

1. No new residential structures shall be constructed in the "C-1" Neighborhood Business District. Existing residential structures may be altered, remodeled or improved subject to the restrictions and regulations applicable to residences in the "R-3" Multi-Family Residence District.
2. All business, servicing, storage and display of materials and goods, except for off-street parking and loading, shall be conducted within completely enclosed structures.
3. No manufacturing, processing or treating of products other than that which is clearly incidental and essential to retail business shall be conducted and all such products shall be sold at retail on the premises.
4. No separate business establishment shall occupy more than five thousand (5,000) square feet of floor space.
5. No business establishment shall offer goods or services to customers waiting in parked motor vehicles (drive-through).

D. *Lot Size, Bulk And Open Space Requirements.*

Minimum lot area	None
Minimum lot width	None
Minimum lot depth	None

Maximum Structure Height

Principal structure	30 feet
Accessory structure	16 feet
Maximum floor area ratio	0.40

Minimum Yard Requirements

Front yard	25 feet, except that on corner lots, 1 of the 2 front yards may be reduced to not less than 15 feet.
Rear yard	20% of the lot depth or 10 feet, whichever is greater, provided that no more than 25 feet shall be required.
Side yard	None
Maximum building coverage, including accessory structures	40%

E. *Open Space Requirements.* Not less than twenty percent (20%) of the total lot area shall be devoted to open space including required yards and buffer yards. Open space shall not include areas covered by buildings or structures, parking, loading and other paved areas and internal streets. Open space shall contain living ground cover.

F. *Design Requirements.*

1. A site plan meeting the requirements of Article XIV shall be submitted and approved for all uses.
2. All development shall meet the buffer yard and landscaping requirements in accordance with Article VIII.
3. All off-street parking, vehicular use and loading areas shall be screened from residential uses in accordance with Article VIII.
4. Refuse storage areas, storage for maintenance, mechanical and electrical equipment or other equipment incidental to uses shall be screened from view.
5. All buildings in the "C-1" District shall be constructed using materials, textures and colors that are compatible with and similar in nature to surrounding residential development.
6. Lighting shall be designed so as to reflect away from adjacent residential districts. All development shall meet the buffer yard and landscaping requirements in accordance with Article VIII.
7. Off-street parking, vehicular use areas and loading areas shall be provided in accordance with Article IX.

Section 400.470. "C-2" General Business District.

[Ord. No. 020227 §1(5.8), 2-27-2002; Ord. No. 021111 §1, 11-11-2002]

- A. *Permitted Uses.* The "C-2" District is designed for those business and commercial uses that draw their customers from motorists on the highway or for whom location on a highway or arterial street is necessary. The district also provides for the location of commercial activities that involve outdoor storage of materials and goods. The following uses are permitted in the "C-2" General Business District:
1. All uses permitted in the "C-1" Neighborhood Commercial District.
 2. Agricultural implement sales and service.
 3. Arcades and game rooms, bowling alleys, theaters, skating rinks and other such similar places of commercial entertainment, provided that no such building or premises is closer than one hundred (100) feet to the boundary of any residence district.
 4. Banks and financial institutions, including automatic teller machines and drive-through facilities.
 5. Boat sales and rental.
 6. Car wash.
 7. Clinics, dental laboratories and similar medical service facilities.
 8. Funeral home.
 9. Greenhouse, nursery or garden stores, on-premises sales permitted.
 10. Health and fitness centers, including dance studios.
 11. Hardware, home improvement and builder supply stores.
 12. Heating, air-conditioning and plumbing stores.

13. Library, museum, art gallery and similar uses.
14. Liquor store and tavern.
15. Manufactured home sales and rental, but not including the use of a manufactured home as a residence.
16. Monument sales, outside storage permitted.
17. Motels and hotels, when located on a State or Federal highway.
18. New or used automobile, recreational vehicle or motorcycle sales and service facilities, outside storage permitted, but excluding the wrecking of motor vehicles.
19. Offices, clerical, research and services not related to goods and merchandise, such as offices of attorneys, physicians, engineers, accountants, insurance agents, stock brokers, travel agents, telecommunications and Internet services and government.
20. Off-street parking facilities.
21. Pest control services.
22. Public and private parks, playgrounds and golf courses, including miniature golf courses and driving ranges.
23. Restaurants, including drive-in facilities.
24. General retail sales and rental of goods, merchandise and equipment.^[1]
[1] *Editor's Note: Former Subsection (A)(25), regarding personal self-service storage facilities, which immediately followed, was repealed 12-20-2018 by Ord. No. 181220E. Remaining Subsections were renumbered from (A)(26) — (A)(34) to (A)(25) — (A)(33).*
25. Residential dwellings existing at the time the district was mapped.
26. Service stations or gas stations, including repair shops.
27. Schools, professional, business and trade.
28. Veterinarian, animal hospital or kennel, provided that no such building, kennel or exercise runway is closer than three hundred (300) feet to the boundary of any residence district.
29. Towers, other than wireless facilities, less than one hundred (100) feet in height and related facilities, provided telecommunication towers comply with Article VI, Section 400.600.
30. Type I wireless facilities in accordance with Article VI, Section 400.600.
31. Type III wireless facilities in accordance with Article VI, Section 400.600, provided wireless towers sixty (60) feet or greater in height allow collocation of at least one (1) additional provider's facilities.
32. Type IV wireless facilities in accordance with Article VI, Section 400.600, provided wireless towers are set back from any residential district at least two (2) feet for every one (1) foot of tower height and allow collocation of at least one (1) additional provider's facilities or at least two (2) additional provider's facilities if the tower height is one hundred twenty (120) feet or greater.
33. Water reservoirs, water standpipes and elevated and ground-level water storage tanks.

- 34. (Reserved)
- 35. Medical marijuana dispensaries.
[Ord. No. 190923, 9-23-2019]
- 36. Medical marijuana testing facility.
[Ord. No. 190923, 9-23-2019]

B. *Conditional Uses.* The following uses are permitted as conditional uses, subject to the provisions of this Chapter and approval by the Board of Aldermen.

- 1. Substance abuse treatment facilities.
- 2. Rescue missions, overnight shelters, half-way houses.
- 3. Recreational vehicle parks, subject to the provisions of Article VI, Section 400.610.
- 4. Personal self-service storage facilities, provided that there shall be no outdoor storage.
[Ord. No. 181220E, 12-20-2018]

C. *Lot Size, Bulk And Open Space Requirements.*

Minimum lot area	None
Minimum lot width	None
Minimum lot depth	None
Maximum structure height	45 feet
Maximum floor area ratio	1.0

Minimum Yard Requirements

Front yard	25 feet
Rear yard	None
Side yard	None
Maximum building coverage (including accessory structures)	50%

D. *Open Space Requirements.* Not less than twenty percent (20%) of the total lot area shall be devoted to open space including required yards and buffer yards. Open space shall not include areas covered by buildings or structures, parking, loading and other paved areas and internal streets. Open space shall contain living ground cover.

E. *Design Requirements.*

- 1. A site plan meeting the requirements of Article XIV shall be submitted and approved for all uses.
- 2. All development shall meet the buffer yard and landscaping requirements in accordance with Article VIII.
- 3. All off-street parking, vehicular use and loading areas shall be screened from residential uses in accordance with Article VIII.
- 4. Refuse storage areas, storage for maintenance, mechanical and electrical equipment or other equipment incidental to uses shall be screened from view.
- 5. Lighting shall be designed so as to reflect away from adjacent residential districts.

6. All parking and loading areas shall be provided in accordance with the requirements set forth in Article IX.
 7. All outdoor storage, except the storage of motor vehicles in operating condition, shall be enclosed by screening. Off-street parking and loading spaces and the storage of motor vehicles in operating condition shall be enclosed when such use abuts a residence district or is separated from a residence district by only an alley.
- F. Standard For Medical Marijuana Dispensary And Testing Facilities. No building shall be constructed, altered or used as a medical marijuana dispensary or testing facility without complying with the following regulations of this Subsection:
[Ord. No. 190923, 9-23-2019]
1. Distance Requirement. No medical marijuana dispensary or testing facility shall be located within three hundred (300) feet of a then-existing elementary or secondary school, or child day-care center. Measurements shall be made from the center threshold of the main public entrances of such premises by the most direct walking route. There shall be no distance requirement for a church.
 2. On-Site Usage Prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of a medical marijuana dispensary or testing facility building.
 3. Hours Of Operation. All sales or distribution of medical marijuana and any other products at medical marijuana dispensaries shall take place between the hours of 8:00 A.M. and 10:00 P.M.
 4. Display Of License Required. The medical marijuana dispensary or testing facility license issued by the State of Missouri shall be displayed in a prominent place in plain view near the front entrance of the facility.
 5. Zoning Limitations. Medical marijuana dispensaries or testing facilities shall be limited to the C-2 General Business District located in the City of Willard.
 6. Site Plan Review. Any plans for a medical marijuana dispensary or testing facility shall meet the requirements of Article III, Section 400.340, and Article XIV, Section 400.1160, of the Willard Municipal Code and all related building codes currently adopted by the City of Willard.
 7. Waste generated by facilities shall be disposed of in accordance with requirements promulgated by the Department of Health and Senior Services and other applicable Federal, State and local laws, whichever shall be more restrictive, to prevent exposure to the public or create a nuisance.
 8. Odor Control. No facility shall emit any odor of marijuana which is capable of being smelled by a person of ordinary senses outside of the boundary of the lot on which the facility is located. If a facility is located in a multiple-tenant building, the facility shall not emit any odor of marijuana which is capable of being detected by a person of ordinary senses outside of the tenant space in which the facility is located.

PUBLIC NOTICE

Notice is hereby given that the Willard Planning and Zoning Commission shall meet on May 25, 2021 at 7:00 p.m. and the Willard Board of Aldermen shall meet on June 14, 2021 at 7:00 p.m. at the Willard Community Building, 220 W. Jackson, to conduct a public hearing to consider the Re-Zoning request for John and Sandy Eagleburger from R-3 to C-1. The parcel involved is 0723403006 otherwise known as 105 Wiley Street. The Board will take public comments at this meeting. If you are unable to attend this meeting, you are welcome to send any comments in support of, in opposition to, or general inquiries regarding this request for the Re-Zoning of 105 Wiley Street to Jennifer Rowe, City Clerk at:

City of Willard
P.O. Box 187
Willard, MO 65781
(417) 742-5302
clerk@cityofwillard.org

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 the information above.

Planning and Development

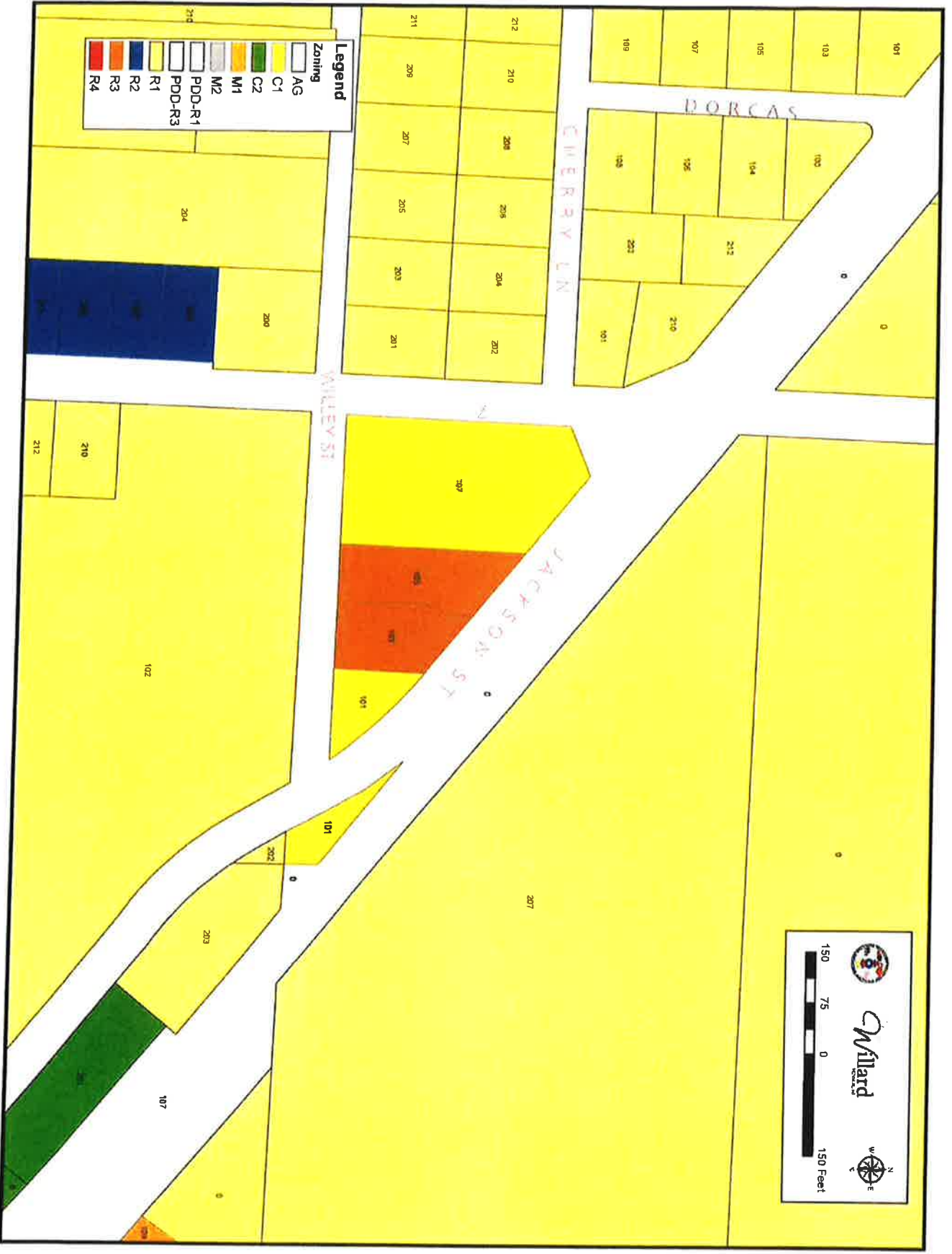
From: Willard Clerk
Sent: Friday, May 7, 2021 1:36 PM
To: Planning and Development
Subject: 105 Wiley letters

Hey Randy, I received a message from a Susan asking about the letter she received about 105 Wiley. She is curious if they told you their intentions with the property once it is rezoned. Can you give her a call? 417-459-8209

Thank you!

Jennifer Rowe, MRCC

City Clerk / Director of Emergency Management
224 W. Jackson
PO Box 187
Willard, MO 65781
(417) 742-5302



Legend

Zoning

AG	Agriculture
C1	Community Center
C2	Community Center
M1	Manufacturing
M2	Manufacturing
PDD-R1	Professional/Development
PDD-R3	Professional/Development
R1	Residential
R2	Residential
R3	Residential
R4	Residential

150 75 0 150 Feet

Millard

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W E

CITY OF WILLARD, MISSOURI

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



Agenda Item# 15

Ordinance amending the Land Development Regulations Chapter 400: Floodplain Administration. (1st & 2nd Read) Discussion/Vote.

First Reading: 06/14/21

Second Reading: _____

Council Bill No.: 21-18

Ordinance No.: 210614

AN ORDINANCE APPROVING A MUNICIPAL CODE AMENDMENT TO SECTION 400.1520 OF THE MUNICIPAL CODE OF THE CITY OF WILLARD PERTAINING TO FLOODPLAIN MANAGEMENT.

WHEREAS, a public hearing was held on June 14, 2021; and

WHEREAS, the Planning and Zoning Commission of the City of Willard has initiated a proposed amendment to the Land Use Regulation in accordance with Article III, Administration and Review, Section 400.350, Amendments, paragraph B, *Initiation of Amendment*; and

WHEREAS, the Planning and Zoning Commission held a public hearing on May 25, 2021 for the purpose of receiving comments and input from the community on the proposed amendments; and

WHEREAS, after receiving public input, the Planning and Zoning Commission voted to recommend to the Board of Aldermen the proposed amendments to the Land Use Regulations of the City of Willard.

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, Title IV. Land Use, Chapter 400: Land Development Regulations Article XVII Miscellaneous Regulations, Section 400.1520, Floodplain Management, by changing:

Section 400.1520 Floodplain Management.

B. General Provisions.

2. Floodplain Administrator. The ~~City Clerk~~ **City Administrator** is hereby designated as the Floodplain Administrator under this Section.

C. Administration.

2. Designation of Floodplain Administrator. The ~~City Clerk~~ **City Administrator** is hereby appointed to administer and implement the provisions of this Section.

3. Duties and responsibilities of Floodplain Administrator. Duties of the ~~City Clerk~~ **City Administrator** shall include, but not be limited to:

i. When flood proofing techniques are utilized for a particular non-residential structure, the ~~City Clerk~~ **City Administrator** shall require certification from a registered professional engineer or architect.

4. Application for floodplain development permit. To obtain a floodplain development permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every floodplain development permit application shall:

g. Give such other information as reasonably may be required by the ~~City Clerk~~ **City Administrator**;

E. Floodplain Management Variance Procedures.

2. Responsibility of Appeal Board. Where an application for a floodplain development permit or request for a variance from the floodplain management regulations is denied by the ~~City Clerk~~ **City Administrator** the applicant may apply for such floodplain development permit or variance directly to the Appeal Board as defined in Subsection (E)(1).

Section 3: 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.

Section 4: 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 5: 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.

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 _____, 2021.

MEMBERS OF THE BOARD OF ALDERMEN:

YES NO ABSTAINED

TYLER KELLY

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

