



## **CITY OF WILLARD**

### **WATER ADVISORY BOARD MEETING**

**July 23, 2025 at 5:30 PM**

**Willard City Hall, 224 W. Jackson St., Willard, MO**

### **AGENDA**

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Update Posted on July 16, 2025, at 5:00 p.m.

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. APPROVAL OF MINUTES**

[A.](#) 6.4.25 Water Advisory Board Meeting Minutes

##### **4. CITIZEN INPUT**

##### **5. PRESENTATION**

A. Matt Schultz, Viking Tanks Presentation

B. Roddy Rogers SW Missouri Joint Municipal Water Utility Commission Overview and Q&A

##### **6. DISCUSSION**

[A.](#) SWMO Water JMUC Agreement

B. Broad Overview of the System--Equipment Issues and Priorities

##### **7. DIRECTORS'S REPORT**

##### **8. NEW BUSINESS**

##### **9. UNFINISHED BUSINESS**

##### **10. ADJOURN MEETING**

If you have special needs which require accommodation, please notify personnel at the City Hall. Representatives of the news media may obtain copies of this notice by contacting:

Rebecca Hansen  
224 West Jackson  
PO Box 187  
Willard, MO 65781

Rebecca Hansen, City Clerk



## CITY OF WILLARD

### INITIAL WATER ADVISORY BOARD MEETING

June 04, 2025 at 5:30 PM

Willard City Hall, 224 W. Jackson St., Willard, MO

### MINUTES

**Staff Present:** City Administrator Wesley Young, City Clerk Rebecca Hansen, Planning and Zoning Director Mike Ruesch, Director of Public Works Trevor Hoffman, Public Works Assistant Director Shane Fox

#### CALL THE MEETING TO ORDER

City Administrator Wes Young called the meeting to order at 5:30 pm and asked the City Clerk to conduct the roll call.

#### ROLL CALL

Rebecca Hansen conducted the roll call

Present: Bryan Chapman, Angie Wilson, Kem Reed, Scott Long, Kelly Davis

Rebecca Hansen confirmed that a quorum was present.

New Board members and staff members introduced themselves.

#### 2. PURPOSE AND ROLE OF THE WATER ADVISORY BOARD

City Administrator Wes Young gave the following orientation to the new Water Advisory Board:

- A. Overview of the ordinance establishing the board
- B. Summary of responsibilities and scope
  - i. Advising on water and wastewater planning
  - ii. Reviewing infrastructure needs and funding strategies
  - iii. Serving as a liaison between community and city staff

#### 3. ORIENTATION: CURRENT SYSTEM OVERVIEW

- A. Presentation by Public Works Director

Trevor Hoffman gave a presentation to the Water Advisory Board regarding the following:

- i. System map and upcoming capital needs
- ii. Current challenges and upcoming projects

- B. Q&A with City Administrator and staff

The Board asked questions about specific projects, the process of grant funding and proposing bonds, and about the trade terminology unique to water and wastewater infrastructure. It was proposed that staff offer the new members a tour of points of interest in the city infrastructure. The aging water towers are of special interest to the Board at this time.

#### 4. DISCUSSION: INITIAL FOCUS AREAS

City Administrator Wes directed the attention of the members to some of the following initial focus areas:

- A. Rate study and upcoming capital needs
- B. Public education and community trust
- C. Long-term planning (10-20 years horizon)

The Board will review the utility rates yearly. They feel that public confidence will grow as the city shows the community projects to which the money from utility rates is going. They feel videos will be especially helpful/relatable. There was some discussion about projected water shortfalls in the future. SWMO Water is presenting at the next Board of Aldermen meeting, and perhaps might present to this Water Advisory Board, as well. SWMO Water is offering shares in Stockton Lake as a hedge against these projected shortfalls.

#### 5. ADMINISTRATIVE ITEMS

- A. Schedule of future meetings

The Board settled to meet again on July 16 at 5:30 pm.

- B. Determine board leadership (Chair/Vice-Chair and secretary)

After a short discussion, Kem Reed was nominated for Chair of the Water Advisory Board. Scott Long made a motion the Kem Reed serve as Chair, and Angie Wilson seconded it. Motion carried with a 5-0 vote.

It was suggested that Bryan Chapman would make a good Vice-Chair. Bryan accepted the nomination. Angie Wilson moved that Bryan Chapman serve as Vice-Chair. Kem Reed seconded it. Motion carried with a 5-0 vote.

It was suggested that Angie Wilson serve as Secretary of the Water Advisory Board. Angie accepted the nomination. Kelly Davis moved that Angie Wilson serve as Secretary; the motion was seconded by Scott Long. Motion carried with a 5-0 vote.

- C. Sunshine Law basics and board expectations

City Administrator gave a brief overview of Sunshine Law basics and gave each member a Sunshine Law pamphlet.

#### 6. OPEN FLOOR--MEMBER QUESTIONS AND COMMENTS

There were no further member questions and comments. Members are fine with having the meeting videotaped in the future.

#### 7. PUBLIC COMMENT

There was no public comment

#### 8. ADJOURN MEETING

City Administrator called for a motion to adjourn the meeting. The time was 7:14 pm.

Motion was made by Angie Wilson and seconded by Kem Reed. Motion carried with a 5-0 vote.

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Willard, MO 65781

Rebecca Hansen, City Clerk

WATER STORAGE AGREEMENT  
 BETWEEN THE SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY  
 COMMISSION  
 AND  
 THE CITY OF WILLARD, MISSOURI  
 FOR  
 THE USE OF WATER STORAGE SPACE IN STOCKTON LAKE

**FAST FACTS**

<b>Firm yield</b>	<b>0.5 MGD</b>
<b>Storage volume</b>	<b>1,195 Acre-Feet</b>
<b>Principal</b>	<b>\$357,902</b>
<b>Term</b>	<b>Unless terminated, contract continues as long as JMUC has storage rights (permanent) or maximum period allowed by law, with option to renew</b>
<b>Estimated annual payment to JMUC</b>	<b>\$26,638</b> Based on 30-year amortization and variable interest rate adjusted every 5 years (currently 4.625%)

**Firm Yield:** “Firm yield” is the amount available at all times through the worst drought on record. Firm yield is estimated and not guaranteed. It is determined by hydrologic modeling based on historical records. The “storage volume” in the contract is the amount needed to produce the “firm yield” stated above.

The actual yield available to User under this contract should be higher than the estimated firm yield at all times except in a drought equal to or more severe than the drought of record. If a drought worse than the drought of record occurs, it is possible the actual yield available under the contract will be less than the firm yield stated above.

**Price:** Costs are passed through to User in proportion to storage space.

In addition to paying the federal government’s principal (called “first costs”), JMUC will also be required to pay an annual charge for operations and maintenance (O&M) and, potentially, occasional charges for any major repairs that may be required. User’s annual payment to JMUC includes a 25% premium (over the principal) to cover O&M while building a reserve to pay for any major repairs. In the unlikely event this reserve proves insufficient, a special assessment may be required to cover JMUC’s obligations to the Corps.

**Term:** Effectively permanent. By law, JMUC has a permanent right to utilize the storage space in Stockton Lake under contract so long as costs are paid and the project remains in operation. Unless terminated for non-payment, User’s rights extend for as long as JMUC maintains the right to use the storage space, or the maximum period allowed by law, whichever is shorter. If the contract terminates due to any legal limitation on its term applicable to User, the contract is renewable at User’s option.

**THE SOUTHWEST MISSOURI JOINT MUNICIPAL  
WATER UTILITY COMMISSION**

**JOINT CONTRACT**

Approved by the Tri-State Water Resource Coalition Board of Directors 3/21/12

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**THE SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY**  
**COMMISSION**

This JOINT CONTRACT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and among the municipalities, public water supply districts and other public sector entities of the State of Missouri whose names are subscribed hereto, hereinafter referred to as the "Contracting Members", acting pursuant to the authority conferred upon them by the Joint Municipal Utility Commission Act, Sections 393.700 to 393.770 RSMo, hereinafter referred to as "the Act".

**WITNESSETH:**

WHEREAS, the Contracting Members desire, pursuant to the provisions of the Act, to create and become parties to a joint contract establishing a joint municipal water utility commission, as a separate governmental entity, constituting a political subdivision and body public and corporate of the State of Missouri, to provide for the planning, development, construction, financing, acquisition, participating in, improving, extending, operating, repairing and maintaining of water sources, including, but not limited to lakes, reservoirs, ponds, storage facilities, dams, wells and raw water; water treatment and purification plants; pumping stations; pipelines and distribution facilities and all other facilities or resources required to meet all or part of the potable water supply requirements of one or more of their respective water supply systems;

NOW, THEREFORE,

The Contracting Members agree as follows:

**SECTION 1:                   EFFECTIVE DATE**

This Joint Contract shall become effective and the existence of the Commission shall commence when two or more Contracting Members have duly executed it.

**SECTION 2:                   CREATION OF THE SOUTHWEST MISSOURI JOINT  
MUNICIPAL WATER UTILITY COMMISSION; PURPOSE**

The Contracting Members pursuant to the Act, do hereby create a joint municipal water resource utility Commission, as a separate governmental entity, constituting a political subdivision and body public and corporate of the State of Missouri, to be known as The Southwest Missouri Joint Municipal Water Utility Commission (the "Commission"). The purpose of this Joint Contract and of the Commission created hereby is, generally, to develop water supply sources, facilities related thereto and the necessary water supplies required to meet the needs of the Contracting Members and the inhabitants they serve, in the most economic and feasible manner. It is the intent of the Contracting Members to organize the Commission on a regional basis to efficiently provide for a potable water supply and the production, joint purchase and distribution arrangements to produce and distribute safe drinking water to all or a part of the potable water requirements of the Contracting Members in the most economical and efficient manner.

It is understood that Contracting Members may decide to form a separate and distinct joint municipal water commission to provide for water supply exploration, production, joint purchase and distribution arrangements. That event shall in no way affect their status under this contract of the Contracting Members.

### **SECTION 3: DURATION OF JOINT CONTRACT: DISPOSITION OF ASSETS ON DISSOLUTION**

The duration of this Joint Contract and the existence of the Commission shall be perpetual unless sooner terminated by a vote, evidenced by resolution of the governing body, of at least three-fourths of the Contracting Members provided, however, that this Joint Contract and the existence of the Commission may not in any event be terminated so long as the Commission has any bonds, notes or other obligations outstanding, unless sufficient funds have been set aside irrevocably in trust to satisfy all the outstanding bonds, notes or other obligations of the Commission.

Upon termination of the existence of the Commission the property and the assets of the Commission shall be divided and distributed among the Contracting Members which are then parties to this Joint Contract in proportion to the amount of total dues paid; provided however that a Contracting Member who is not a participant of a Project shall have no liability or share of assets of a project of which it is not a participant, unless the Contracting Member and all project participants have expressly agreed in writing to the contrary .

### **SECTION 4: WITHDRAWAL**

Any Contracting Members may withdraw from the Commission upon giving one year's written notice to the Commission, evidenced by resolution of its governing body, and payment of all amounts in arrears in its dues; provided that the withdrawing Member has no financial obligation in any existing project. If the Commission, prior to the receiving of written notice from the Contracting Member, shall have incurred indebtedness, in conformity with Section 11, that matures after the effective date of the notice of withdrawal, the withdrawal shall not become effective until that indebtedness shall have been paid by the Commission; or until sufficient funds have been set aside irrevocably in trust to satisfy that indebtedness, or in the alternative, until the withdrawing Contracting Member shall have paid to the Commission its pro rata portion thereof, or until sufficient funds have been set aside irrevocably in trust to satisfy that portion, but which shall not be construed to impose any obligation or reimbursement requirement on a withdrawing Contracting Member for any project in which the Contracting Member is not a participant. Any Contracting Member that withdraws from the Commission shall not be entitled to any property or assets of the Commission. Any Contracting Member that has given notice of withdrawal, and satisfied the requirements for withdrawal, shall have no further obligation to the Commission.

Any withdrawing Member shall be responsible for any and all costs directly associated with the withdrawal. All expenses which are incurred by the Commission as a result of a Member withdrawal shall be the responsibility of the withdrawing Member.



## **SECTION 5: AMENDMENT**

This Joint Contract may only be altered, or amended, by the affirmative vote of the governing bodies of each and every Contracting Member, except as set forth in this Joint Contract.

## **SECTION 6: ADDITIONAL CONTRACTING MEMBERS**

Additional municipalities of the State of Missouri or public water supply districts, formed under the provisions of Chapter 247. RSMo., may become additional Contracting Members of the Commission under this Joint Contract, pursuant to a supplement to this Joint Contract, subject to any bond resolution or other contract with holders of bonds of the Commission and subject to payment of a pro rata share of organizational, planning and other expenditures as determined by the Board.

That supplement shall be executed by the applying municipality or water supply district, who shall ratify and adopt this Joint Contract, and it shall become effective when it has been approved by the affirmative vote of two-thirds (2/3) of the Board present and voting at any regular meeting and when duly executed and delivered by any additional Contracting Member.

## **SECTION 7: BOARD OF DIRECTORS**

(A) Duties. The business and affairs of the Commission shall be governed by a Board of Directors hereinafter referred to as the Board. The powers of the Commission shall be exercised by the Board, in which shall be vested all of the powers vested in the Commission by this Joint Contract and by the Act. The Board shall have the power to adopt bylaws, not inconsistent with this Joint Contract or the law of Missouri, for the management, administration and regulation of the business affairs of the Commission and to adopt rates for the sale of wholesale water to contracting parties.

(B) Number. The Board shall consist of one Director from each Contracting Member. The Board shall have the power to change the number of directors by resolution adopted by a vote of two-thirds (2/3) of the members of the Board voting and present at any regular meeting to reflect admission of new directors appointed by Contracting Members who become parties to the Joint Contract from time to time; provided, however, that no Contracting Member shall have fewer members than required by Section 393.710.2 RSMo., and that such change takes place in accordance with the procedures set forth in Section 6 of this Joint Contract, but in no event shall the number of directors be fewer than two. All directors must be natural persons. In addition, by contract, the Commission by majority vote of the Board of Directors can grant others advisory member status.

(C) Appointment. Each of the Contracting Members shall appoint, by resolution or ordinance, one Director and one alternate, who may be employees of that Contracting Member. A certified copy of that resolution or ordinance shall be provided to the Commission secretary, and the same shall constitute the qualification of each director and/or alternate. An alternate may attend, vote and be counted for the purpose of establishing a quorum at meetings of the Board and the Executive Committee when the Director, for which he/she is an alternate, does not attend. Initial appointments shall be made at the time the governing body of a Contracting

Member authorizes the execution and delivery of this Joint Contract or supplement hereto in the case of an additional Contracting Member.

(D) Term. Each Director and alternate shall be appointed for a period of three (3) years. Their successors shall be appointed for terms of three (3) years each from the date of the expiration of the term for which the predecessor was appointed. Notwithstanding the foregoing, each Director and alternate shall continue in office until their successor is appointed and qualified.

(E) Vacancies. A vacancy occurring in the Board, whether that vacancy is the result of resignation, death, removal or disability, shall be filled within forty-five (45) days from the date the vacancy occurs, by appointment by the governing body of the Contracting Member that appointed the Director and alternate with respect to whom the vacancy occurred. Except as otherwise provided by law, Directors and alternates may be reappointed.

(F) Removal. Any Director and Alternate may be removed, with or without cause, at any time by the governing body of the Contracting Member that appointed the Director or Alternate.

(G) Compensation. No Director shall receive compensation from this Commission for any service that person may render to it as a Director. However, with prior approval a Director may be reimbursed for that Director's actual expenses reasonably incurred in attending meetings and in rendering service to this Commission in the administration of its affairs.

(H) Accounting and Audits. The Board shall establish and maintain an appropriate accounting system. A complete audit shall be made of the Commission's accounts, books and financial conditions as soon as practicable after the close of each fiscal year, and a report thereon shall be submitted to the Board and the governing body of each Contracting Member prior to the close of the next fiscal year.

## **SECTION 8: OFFICERS**

(A) General. The officers of this Commission shall be a president, one or more vice presidents, a secretary, a treasurer, and any other officers as the Board may elect. Officers of the Board shall be elected from among the members of the Board and shall at all times while holding those offices be a member of the Board. The same person may simultaneously hold more than one office in this Commission. The President and the Secretary may not be the same person.

The officers shall be first elected by the Board named in the Joint Contract at the first meeting of the Board, to serve at the pleasure of the Board until the first annual meeting of the board of directors or until their earlier death, incapacity, disqualification, resignation or removal. At the first and each subsequent annual meeting of the Board, the Board shall elect officers to serve at the pleasure of the Board until the next annual meeting of the Board or until their earlier death, incapacity, disqualification, resignation or removal.

Each officer of this Commission who is not reelected at the annual meeting of the Board next succeeding that officer's election and at which any officer of this Commission is

elected shall be deemed to have been replaced by the Board, unless the Board provides otherwise at the time of that officer's election.

The election of an officer does not itself create contract rights.

(B) Resignation. An officer may resign by delivering a written notice thereof to this Commission. That resignation shall be effective when it is delivered, unless a future effective date is specified in the notice.

(C) Removal. Any officer of this Commission may be removed or discharged for any lawful purpose by the Board at any time with or without cause, but that removal or discharge shall not affect the contract rights of the Contracting Member represented by the person so removed or discharged, or the officer's status as a director.

(D) Compensation. No Director of the Board shall receive any salary or compensation for serving as a Director. Each Director may be reimbursed for actual expenses if those expenses are reasonable and incurred in connection with the business and activities of this Commission.

(E) Vacancies. Vacancies caused by the death, incapacity, disqualification, resignation or removal of an officer of this Commission shall be filled by the Board at any annual or other regular meeting, or at any special meeting called for that purpose, and the person or persons so elected to fill a vacancy shall serve at the pleasure of the Board until the next annual meeting of the Board or until that person's earlier death, incapacity, disqualification, resignation or removal.

(F) Delegation of Authority. The Board may from time to time delegate any of the functions, powers, duties and responsibilities of any officer to any other officer. In the event of a delegation, the officer from whom any function, power, duty or responsibility has been transferred shall thereafter be relieved of all responsibility for the proper performance or exercise thereof.

(G) The President. The president shall preside at all meetings of the Directors at which the president may be present and shall have any other duties, powers and authority as may be prescribed elsewhere in this Joint Contract or in the Commission's bylaws. The Board may delegate any other authority and assign any additional duties to the president, as it may from time to time determine.

The president may execute, with approval of the Board, all bonds, notes, debentures, mortgages, and other contracts requiring a seal, under the seal of this Commission, may cause the seal to be affixed thereto, and may execute all other contracts and instruments for and in the name of this Commission.

At each annual meeting of the Board, the president (together with the treasurer) shall report on the activities and financial condition of this Commission.

The president shall have all other duties, powers and authority as may be prescribed elsewhere in this Joint Contract or the Commission's bylaws or by the Board.

(H) The Vice President. The vice president, or vice presidents if there are more than one, shall work in cooperation with the president and shall perform all duties as the Board may assign. In the event of the death or during the absence, incapacity, or inability or refusal to act as the president, the vice president (in order of seniority, 1<sup>st</sup> Vice President, 2<sup>nd</sup> Vice President, etc., if there is more than one vice president) shall be vested with all the powers and perform all the duties of the office of president until the Board otherwise provides.

(I) The Secretary. The secretary shall attend the meetings of the Board and shall prepare, or cause to be prepared, minutes of all proceedings at those meetings, and shall preserve them in the minute book of this Commission to be kept for that purpose. The secretary shall perform similar duties for any committee when requested by that committee. In addition, the secretary shall have the following duties:

- (i) act as custodian of all the books, papers and records of this Commission and authenticate records of this Commission;
- (ii) furnish the Board, upon request, a full, true and correct copy of any book, paper or record in the secretary's possession;
- (iii) act as custodian of the seal of this Commission and when authorized to do so shall affix it to any instrument requiring the seal, and when so affixed, shall attest the seal;
- (iv) give, or cause to be given, notice of the meetings of the Board, but this shall not lessen the authority of others to give such notice as provided in this Joint Contract or the Commission's bylaws;
- (v) exercise and discharge the general duties, powers and responsibilities of a secretary of a Commission; and
- (vi) exercise and discharge any other or further duties or authority as may be prescribed in this Joint Contract or in the Commission's bylaws, or from time to time by the Board.

(J) The Treasurer. The treasurer shall have supervision and custody of all moneys, funds and credits of this Commission, and shall cause to be kept full and accurate accounts of the receipts and disbursements of this Commission in books belonging to it. The treasurer shall keep or cause to be kept all other books of account and accounting records of this Commission as shall be necessary, and shall cause all moneys and credits to be deposited in the name and to the credit of this Commission in such accounts and depositories as may be designated by the Board. The treasurer shall disburse or permit the disbursement of funds of this Commission in accordance with the authority granted by the Board. The treasurer shall be relieved of all responsibility for any moneys or other valuable property or the disbursement thereof committed by the Board to the custody of any other person or Commission, or the supervision of which is delegated by the Board to any other officer, agent or employee.

The treasurer shall render to the president or the Board, whenever requested by any of them, a report on all financial transactions of this Commission and the financial condition of this Commission.

At each annual meeting of the members, the treasurer (together with the president) shall report on the activities and financial condition of this Commission.

The treasurer shall be bonded at this Commission's expense. The treasurer shall have the general duties, powers and responsibilities of a treasurer of a Commission, shall perform the duties of or oversee the duties of the chief financial and/or accounting officer of this Commission and shall have and perform such other duties, responsibilities and authorities as may be prescribed from time to time by the Board.

(K) Assistant Secretary and Assistant Treasurer. Each assistant secretary or assistant treasurer, if any, in order of their seniority, in the event of the death or during the absence, incapacity, inability or refusal to act of the secretary or treasurer, respectively, shall perform the duties and exercise the powers of said respective officers until the Board provides otherwise and shall perform any other duties as the Directors may from time to time prescribe.

## **SECTION 9: MEETINGS AND VOTING**

(A) Organizational Meeting. The Board shall, promptly following the appointment of its Directors, meet in an organizational meeting to adopt bylaws and elect the officers that the Board deems necessary and appropriate.

(B) Meetings of the Board. The Commission's bylaws shall set forth the requirements and procedures for annual, regular and special meetings of the Board.

(C) Quorum. The presence of a majority of the Directors in office shall be requisite for and shall constitute a quorum for the transaction of business at all meetings; provided, however, that in no event shall fewer than two Directors constitute a quorum. The affirmative vote of a majority of the Directors present at a meeting at which a quorum is present shall be valid as the act of the Board, except in those specific instances in which a larger vote may be required by law, by this Joint Contract or by the Commission's bylaws. Advisory Directors shall not be counted for purposes of determining whether a quorum is present at a Board meeting. A Director or Alternate may participate through telecommunication and/or web conferencing and will be counted as present in determining a quorum and allowed to vote.

(D) Voting. Each Director shall have one vote on behalf of their Contracting Member on any question that comes before the Board relating to the general business of the Board affecting all Board members.

With respect to any question relating to a specific project undertaken by the Commission, only those Board members engaged in that project as designated by resolution of the Board, shall be entitled to vote on that question provided that no Commission responsibilities, financial or otherwise, are created by the action. In addition, each representative of an entity that has entered into a board services agreement in relation to a project with the Commission shall have the voting rights afforded to that entity by that board services agreement.

## SECTION 10: GENERAL POWERS

The general powers of the Commission shall be the powers set forth in the Act and shall include the power to:

(A) plan, develop, acquire, construct, reconstruct, explore, operate, manage, dispose of, participate in, maintain, repair, extend or improve one or more projects, either exclusively or jointly, or by participation with public water supply districts, investor owned water utilities (provided formal opinion has been received from legal counsel that the participation as defined by investor owned or for profit water utility or utilities is lawful and will not result in negative impact on the Commission such as forfeiture of favorable income tax treatment) and other joint water commissions, or acquire any interest in or any rights to the output of a project, within or outside the State of Missouri, and act as an agent, or designate one or more other persons participating in a project to act as its agent, in connection with the planning, acquisition, construction, operation, maintenance, repair, extension or improvement of that project;

(B) acquire, by purchase or lease, construct, install and operate reservoirs, storage facilities, pipelines, wells, dams, pumping stations, water purification plants and other facilities or property for the production, wholesale distribution and utilization of water, and to lease, own and hold any real estate and personal property as may be necessary or convenient to carry out the purposes of the Commission; provided, however, the Commission may not sell or distribute water at retail or wholesale within the certificated area of a water corporation which is subject to the jurisdiction of the Public Service Commission unless the sale or distribution of water is within the boundaries of a public water supply district or Contracting Member in the Commission and the Commission has obtained the approval of the Public Service Commission prior to commencing that sale or distribution of water.

(C) enter into operating, franchises, exchange, joint purchase, distribution and other similar agreements with any person or firm;

(D) make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the Commission, including, but not limited to: (1) board service agreements with investor owned water utilities and other entities who are potential participants in Commission projects, which agreement may give a representative of each such entity those rights and responsibilities, with respect to the planning, operations and administrative affairs of potential projects of the Commission, as shall be set forth in the board services agreement, though that representative shall only be an Advisory Member of the Board and shall not be a Director of the Commission; and (2) agreements with public entities of other states that are similar to the Commission and that are formed pursuant to authority granted by the enabling statutes of a state adjacent to the State of Missouri, to further the purposes stated in Section II of this joint Contract;

(E) employ agents and employees;

(F) contract with any person, within or outside the state, for the construction of any project or for any interest therein or any right in capacity thereof, prepare final plans and

specifications in advance of construction, or secure performance and payment bonds, except to the extent and on the terms as the Board or executive committee, if so established, shall determine. Any contract entered into pursuant hereto shall contain a provision that the requirements of sections 290.210 to 290.340, RSMo, requiring the payment of prevailing wages on public works, shall apply;

(G) purchase, sell, exchange or distribute waters, or any by-product resulting therefrom, within and outside the State of Missouri, in any amount as it shall determine to be necessary and appropriate to make the most effective use of its powers and to meet its responsibilities, and to enter into agreement with any person or firm with respect to the purchase, sale, exchange or distribution, on terms and for the period of time as the Board shall determine. The Commission may not sell or distribute water at retail to ultimate customers outside the jurisdictional boundaries of its Contracting Members, except pursuant to (B) above;

(H) acquire, own, hold, use, lease, as lessor or lessee, sell or otherwise dispose of, mortgage, pledge, or grant a security interest in any real or personal property, commodity or service or interest therein;

(I) exercise the powers of eminent domain as provided by law;

(J) incur debts, liabilities or obligations including the issuance of bonds pursuant to the authority granted in Section 27 Article VI of the Missouri Constitution;

(K) sue and be sued in its own name;

(L) have and use a corporate seal;

(M) fix, maintain and revise fees, assessments, rates, rents and charges for functions, services, facilities or commodities provided by the Commission;

(N) make, and from time to time, amend and repeal bylaws, rules and regulations not inconsistent with this Joint Contract;

(O) invest any funds held in reserve or sinking funds, or any funds not required for immediate disbursement, including the proceeds from the sale of any bonds, in those obligations, securities and other investments as the Board deems proper;

(P) join organizations, membership in which is deemed by the Board to be beneficial to the accomplishment of the Commission's purposes;

(Q) exercise any other powers that are deemed necessary and convenient by the Board to effectuate the purpose of the Commission;

(R) do and perform any authorized acts and things through or by means of an agent or by contracts with any person; and

(S) comply or cause compliance with the Act, the laws of the State of Missouri and each and every term, provision, and covenant of this Joint Contract.

## **SECTION 11: ACQUISITION, CONSTRUCTION, OPERATION AND MAINTENANCE OF PROJECTS**

The Commission shall have the responsibility for the acquisition, construction, operation and maintenance of any of its projects, including any interest in facilities acquired under a co-ownership arrangement with others; provided that, in connection with any co-ownership arrangement, the Commission may act as agent, or designate any other participant therein to act as agent, for the acquisition, construction, operation and maintenance of projects on behalf of all the participants therein.

## **SECTION 12: FINANCING OF PROJECTS**

The Commission may finance any of its projects in any manner as the Board shall authorize by resolution, which may include grants or loans from any governmental agency or entity or from any commercial lending institutions and/or including the issuance of revenue bonds. Bonds issued pursuant to sections 393.700 to 393.770 RSMo by the Commission shall be payable as to the principal and interest, solely from the net revenues derived by the Commission from the operation and maintenance of the Commission's projects, or from sources made available to the Commission from sources other than from proceeds of taxation. Revenue bonds and other indebtedness of the Commission shall not be the debt, liability or obligation of the Contracting Municipalities and neither the faith and credit nor the taxing power of the Contracting Members shall be pledged to the payment of such indebtedness or revenue bonds (393.725 RSMo). The Commission will insure revenue streams sufficient to pay the O&M, principal and interest of projects through contracts as outlined in Section 16, Contracts. No Contracting Member shall have any obligation for any project for which it is not a participant.

## **SECTION 13: ANNUAL BUDGET; ASSESSMENTS**

The Board shall prepare and submit to each Contracting Member, not later than ninety (90) days prior to the commencement of each fiscal year other than the initial fiscal year, an itemized annual budget that shall set forth in reasonable detail the estimated receipts and expenditures relating to (i) the Commission and (ii) each of its projects, for that year. The Board shall establish dues to be paid by the Contracting Members, in amounts as will, together with other available funds of the Commission, in the aggregate, be not less than the budgeted expenditures relating to the Commission for the fiscal year, plus adequate provisions for contingencies and reserves. The Board shall also establish assessments against Contracting Members participating in a project, in amounts as will, together with other available funds from that project, in the aggregate, be not less than the budgeted expenditures relating to that project for the fiscal year, plus adequate provisions for contingencies and reserves. Dues of Contracting Members and assessments shall be established by the Commission's bylaws.

The Board may amend the annual budget at any time during the fiscal year.

## **SECTION 14: THE EXECUTIVE DIRECTOR**

Unless the Board otherwise provides, the executive director shall be the chief operating officer of this Commission and shall have such general executive powers and duties of



supervision and management as are usually vested in the office of the chief operating officer of a Commission, and the executive director shall carry into effect all directions and resolutions of the Board. Unless the Board otherwise provides, the executive director shall not be entitled to vote at, and shall not be counted for determining if a quorum is present at, any Board meeting.

Unless otherwise specifically provided by the Board, the executive director shall have the right to participate in any meeting of any committee of the Board; provided, however, that unless the Board otherwise directs, the executive director shall not be entitled to vote at, and shall not be counted for purposes of determining whether a quorum is present at, any meeting of a committee.

Salaries and compensation of all employees of this Commission may be fixed, increased or decreased by officers of the Board. Employees of this Commission may be reimbursed for actual expenses if they are reasonable and incurred in connection with the business and activities of this Commission.

## **SECTION 15: INDEMNIFICATION OF DIRECTORS AND OFFICERS**

No Director, officer, executive director or employee shall be personally liable for any actions or procedure of the Board. Each Director, officer, executive director or employee of the Commission, whether or not then in office, shall be indemnified by the Commission against all costs and expenses actually and necessarily incurred by him/her in connection with the defense of any action, suit or proceeding in which he/she may be involved or to which he/she may be made a party by reason of his/her being or having been a Director, officer, executive director or employee, except in relation to matters as to which he/she shall be finally adjudged in an action, suit or proceeding to be liable for willful or wanton negligence or misconduct in the performance of his/her duty.

These costs and expenses shall include amounts reasonably paid in settlement for the purpose of curtailing the costs of litigation, but only if the Commission is advised in writing by its counsel that it is the counsel's opinion the person indemnified did not commit willful or wanton negligence or misconduct in the performance of duty. The foregoing right of indemnification shall not be exclusive of other rights to which that Director, officer, executive director or employee may be entitled as a matter of law or by agreement.

## **SECTION 16: CONTRACTS**

Except as otherwise provided by law, the Board may authorize, by resolution, any officer or officers, agent or agents, employee or employees to enter into any contract, or execute and deliver any instrument, in the name and on behalf of the Commission. The Commission will insure that revenue for projects is sufficient to pay all cost of projects including but not limited to engineering, O&M, principal and interest through contracts with participating members. Contracts between the Commission and participating members for project financing are not binding until approved by the contracting member's governing body.

## **SECTION 17: INTEREST OF CONTRACTING MEMBERS**

Subject to Section 4, the ownership interest of each Contracting Member in a project shall be determined in proportion to payments made by the Contracting Members under contracts.

**SECTION 18: SERVICES OF CONTRACTING MEMBERS**

In the performance of its duties, the Board may utilize the services of any officer or employee of a Contracting Member with the approval of the governing body of the Contracting Member provided, however, that that Contracting Member may bill the Commission for, and the Commission shall pay, the reasonable cost of those services.

**SECTION 19: INFORMATION FROM CONTRACTING MEMBER**

Upon request of the Commission, elected and appointed officers and employees of the Contracting Member shall promptly furnish information, statistics and reports under their control to the Commission and shall otherwise cooperate with the Commission.

**SECTION 20: NOTICES**

Any formal notice, demand or request provided for in this Joint Contract shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by regular or e-mail, postage prepaid, to the persons and at the addresses provided in writing to the Commission.

**SECTION 21: SEVERABILITY**

In the event that any of the terms, covenants or conditions of this Joint Contract or their application shall be held invalid as to any person, corporation or circumstance by any court having jurisdiction, the remainder of this Joint Contract and the application and effect of its terms, covenants or conditions to those persons, corporations or circumstances shall not be affected thereby.

**SECTION 22: DUPLICATE ORIGINALS**

This Joint Contract may be executed in several counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Contracting Members have caused this Joint Contract to be executed as of the day and year first above written.

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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Based on May 5, 2025 Template  
To be amended prior to execution

WATER STORAGE AGREEMENT  
BETWEEN THE SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION  
AND  
THE CITY OF WILLARD, MISSOURI  
FOR  
THE USE OF WATER STORAGE SPACE IN STOCKTON LAKE

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Southwest Missouri Joint Municipal Water Utility Commission (“JMUC”) and the City of Willard, Missouri (“User”).

WITNESSETH THAT:

WHEREAS, JMUC is a Joint Municipal Utility Commission formed under the Joint Municipal Utility Commission Act, Revised Statutes of Missouri Section 393.700 *et seq.*;

WHEREAS, JMUC was created to develop water supply projects for Southwest Missouri to meet projected future needs;

WHEREAS, Stockton Lake (the “Project”) is a multipurpose reservoir owned and operated by the United States Army Corps of Engineers (the “Corps”);

WHEREAS, the Thomas R. Carper Water Resources Development Act of 2024, Pub. L. 118-272 (Jan. 4, 2025) authorized the United States Army Corps of Engineers to enter into a contract with JMUC to utilize 90,790 acre-feet of storage space in Stockton Lake to store water for municipal and industrial water supply;

WHEREAS, Public Law 118-272 provides for the contract to be bifurcated, with at least half of the 90,790 acre-feet to be taken and paid for in 2025 at the Updated Cost of Storage as of Fiscal Year 2010 [approximately \$300 per acre-foot], and any remainder to be available ten years after the contract date at the “Update Cost of Storage” during the fiscal year in which the contract is executed approximately [\$493] per acre-foot;

WHEREAS, by memorandum dated January 17, 2025, the Assistant Secretary of the Army (Civil Works) approved the reallocation of storage in Stockton Lake to meet JMUC’s water supply needs and bifurcated contract;

WHEREAS, on [\_\_ DATE \_\_], 2025 (the “Federal Contract Date”), JMUC entered into a contract with the United States (the “Federal Storage Contract”), a copy of which is attached as Exhibit A to this agreement;

WHEREAS, the Federal Storage Contract authorizes JMUC to utilize 90,790 acre-feet of storage space in the Project to store water for municipal and industrial water supply purposes;

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WHEREAS, the Federal Storage Contract obligates JMUC to pay the following to the Corps:

- (1) “First costs,” as required by Article 5.a;
- (2) “Repair, rehabilitation, and replacement costs” as required by Article 5.b;
- (3) “Operations and maintenance,” as required by Article 5.c; and
- (4) Any liabilities incurred under the “release of claims” in Article 8;

WHEREAS, User wishes to utilize a portion of the storage space contracted to JMUC under the terms set forth in this agreement; and

WHEREAS, a separate agreement (the “Delivery Agreement”) will be entered into between JMUC and User to document the terms under which water stored in Stockton Lake will be delivered to User;

NOW, THEREFORE, JMUC and User agree as follows:

ARTICLE 1. User’s Storage Space

- a. User’s Storage Space shall be **1,195** acre-feet.

ARTICLE 2. Water Storage Rights

a. User shall have the right to utilize water from the Project to the extent water is available in User’s Storage Space. The storage accounting system described in Exhibit B will be utilized to determine how much water is available in User’s Storage Space.

b. This contract is for storage space only. It does not include delivery of water from the Project to User, which will be addressed in a separate Delivery Agreement.

ARTICLE 3. Payments

a. In consideration for the water storage rights described in Articles 1 and 2, User shall pay to JMUC the following charges:

(1) *Unit Charge*. User shall pay the Unit Charge for each acre-foot in User’s Storage Space, which will be the sum of the charges defined in paragraphs (a) through (d) below:

a) *First Costs*. The Unit Charge will include the amount necessary to amortize the “First Cost” for User’s storage under the Federal Contract. Pub. L. 118-272 provides two options for this element of the Unit Charge, as described in subparagraphs (1) and (2) below. User has selected Option A.

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(1) *Option A.* Under Option A, the first cost is \$300 per year per acre-foot, which will be amortized over a thirty-year period at a variable interest specified in the Federal Contract. The first payment will be due 30 days after the Federal Contract Date.

(2) *Option B.* Under Option B, the first cost is [\$493] per acre-foot, which will be amortized over a thirty-year period at a variable interest specified in the Federal Contract. The first payment will be due on the tenth anniversary of the Federal Contract Date.

The First Cost may be prepaid at any time without penalty under either option.

b) *RR&R.* In the event repair, rehabilitation, or replacement costs are charged to JMUC under Article 5.b of the Federal Contract, the unit charge will be increased as necessary to cover this obligation.

c) *Administration fee.* The Unit Charge will include an additional fee equal to 25% of the First Cost specified in paragraph (a) above (whether Option A or B is selected) to cover operations and maintenance and other contingencies. This charge may be reduced in JMUC's sole discretion after a sufficient reserve has been established.

d) *Special assessments.* If the Unit Charge proves insufficient to cover JMUC's obligations under the Federal Contract, a special assessment may be added to the Unit Charge as necessary to cover those costs.

(2) *Carrying Cost for Uncontracted Storage Space.* Charges associated with Uncontracted Storage Space will be borne by users with contracts. User will pay a percentage of the Unit Charge for each acre-foot of Uncontracted Storage Space determined by dividing User's Storage Space by the total number of acre-feet of Contracted Storage Space. Any payments by User pursuant to this subparagraph will be credited to User's Investment Account as described in Article 5.

(3) *Step-up Payment for Uncovered Obligations.* If any user fails to remit payment to JMUC as required by subparagraphs (1) and (2) above, the resulting Uncovered Obligation will be paid by JMUC from its reserve to the extent funds are available. If sufficient reserves are not available, any remaining Uncovered Obligation will be borne by users. User will pay a percentage of the Uncovered Obligation equal to the number of acre-feet in User's Storage Space divided by the total number of acre-feet contracted to users who are able to fulfill their financial obligations to JMUC. Any payments by User pursuant to this subparagraph will be credited to User's Step-up Account as described in Article 5.

b. *Invoicing.* User's payments will be due annually on the anniversary of the Federal Contract Date.

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ARTICLE 4. Sedimentation

If at any time JMUC's Storage Space is reduced due to sedimentation as provided in Article 1.e of the Federal Storage Contract, User's Storage Space shall be reduced, and the Unit Charge described in Article 3 increased, proportionally.

ARTICLE 5. Uncontracted Storage Space

a. Any payments by User under Article 3.a(2) for Uncontracted Storage Space will be repaid to the User with interest when Uncontracted Storage Space is contracted to a new user. The accounting procedures described in Article 5.b through 5.d will be employed to determine the amount to be repaid by JMUC to User.

b. Each payment by User required under Article 3.a(2) will be credited to the User's Investment Account.

c. The User's Investment Account will collect interest at an annual rate equal to the greater of (a) 7% per annum; or (b) the interest rate specified by Article 5 of the Federal Storage Contract, plus 1%.

d. When Uncontracted Storage Space is contracted by JMUC to a new user:

(1) The contract between JMUC and the new user will be materially identical to this agreement, except for the amount stated in Article 1 and the Unit Charge identified in Article 3.a(1), which will be set by JMUC at a rate at least sufficient to provide the return on investment specified in Article 5.c.

(2) Within 30 days of receiving payment from a new user for any Uncontracted Storage Space placed under contract, JMUC will remit to User an amount equal to the balance of User's Investment Account divided by the Total Uncontracted Storage Space Investment Account for all users, multiplied by the cost of Uncontracted Storage contracted to the new user.

(3) Any payments to the User under Article 5.d(2) will be debited to the User's Investment Account.

ARTICLE 6. Step-up Payments

a. If any user fails to remit payment to JMUC in accordance with Article 3, and if the Contingency Fund is not sufficient to cover the resulting Uncovered Obligation to the Corps, a Step-up Payment will be required under Article 3.a.(3). Any such payments will be repaid to User with interest when and if JMUC secures payment from the user that failed to make the payment. The accounting procedures described in Article 6.b through 6.d will be employed to determine the amount to be repaid to User.

b. Each Step-up Payment under Article 3.a(3) will be credited to User's Step-up Account.

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- c. The User's Step-up Account will earn interest at the annual rate specified in Article 5.c.
- d. When and if JMUC receives payment for any Unpaid Obligation for which User has made Step-Up Payments under Article 3.a(3), JMUC within 30 days shall remit to User an amount equal to the portion of the User's Step-up Account associated with such Unpaid Obligation. Any payments to the User under this subparagraph will be debited to the User's Step-up Account.
- e. JMUC will advise all users of the potential need for a Step-up Payment as soon as possible after becoming aware that such payments might be required. Step-up Payments will be due to JMUC within 30 days of invoicing by JMUC.
- f. When and if, due to the default of another user, any Storage Space for which Step-up Payments have been made under Article 3.a(3) is returned to the status of Uncontracted Storage Space under Article 7, the User's Investment Account will be credited with an amount equal to the portion of the User's Step-up Account associated with such storage.

ARTICLE 7. Default

- a. If at any time User fails to make a payment required by Article 3, User's obligation to JMUC shall bear interest at the rate specified in Article 5.c. Interest shall continue to accrue until all amounts due, including interest, are received by JMUC. If User's default cannot be remedied within twelve months, JMUC may elect to terminate User's contract, in which case User's right to utilize JMUC's Storage will terminate, and User's Storage Space will become Uncontracted Storage Space. This provision shall not be construed as giving the User a choice of either making payments when due or paying interest; nor shall it be construed as waiving any other rights of JMUC, at law or in equity, which might result from any default by User.
- b. In the event this Agreement is terminated pursuant to Article 7.a, (i) User shall forfeit any right or equity in User's Storage Space and in the various accounts established pursuant to this Agreement, and JMUC shall have no obligation to make any payment to User for any reason; (ii) User shall continue to be responsible for the payments required by Article 3 unless and until User's Storage Space is contracted to another User. In addition, a non-defaulting Party shall have the right to seek remedies at law or in equity or damages for the breach of any term, condition, covenant, or obligation under this agreement.
- c. Furthermore, and notwithstanding anything to the contrary in this agreement, the Parties acknowledge and agree that (i) a dispute over which a Governmental Authority has exclusive jurisdiction shall, in the first instance, be brought before and resolved by such Governmental Authority, and (ii) monetary damages may not be an adequate remedy at law for the failure of a Party to perform certain material obligations under this agreement, and under such circumstances, a non-defaulting Party shall have the right to seek a court order requiring specific performance by a defaulting Party of such obligations under this Agreement.

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ARTICLE 8. Duration of Agreement

a. Unless terminated due to default by User or with the express written consent of JMUC, this agreement shall continue in full force and effect for so long as JMUC retains the right to utilize JMUC's Storage Space or for the maximum period allowed by law, whichever is shorter.

b. In the event this contract terminates under Article 8.a due to any legal limitation on the duration of this agreement, this agreement shall be renewable at User's option for so long as JMUC retains the right to utilize JMUC's Storage Space.

ARTICLE 9. User's Obligation

a. Each User shall establish, maintain and collect such rates, fees and charges for the water service of its water utility system so as to provide revenues at least sufficient to enable User to make all payments required to be made by it under this Agreement and any other agreements with respect to its water utility, and all other operating expenses of User's water system.

b. The obligations of each User to make payments under this Agreement shall be limited to the obligation to make payments from revenues of its water utility system and available water utility system reserves. All payments made by a User pursuant to this Agreement shall constitute operation and maintenance expense of its water utility system. No User shall be obligated to levy any taxes for the purpose of paying any amount due under this Agreement. No User may issue any evidence of indebtedness with a lien on water system revenues that is prior to the payment of operating and maintenance expenses.

c. No User shall sell, lease or otherwise dispose of all or substantially all of its water system except on ninety (90) days' prior written notice to JMUC (which notice shall be provided after obtaining required User voter approval for such disposition) and, in any event, shall not so sell, lease or otherwise dispose of the same unless the following conditions are met: (i) the User shall assign this Agreement and its rights and interest hereunder to the purchaser or lessee of the water system and such purchaser or lessee shall assume all obligations of the User under this Agreement; (ii) if and to the extent necessary to reflect such assignment and assumption, JMUC and such purchaser or lessee shall enter into an agreement supplemental to this Agreement to clarify the terms on which water and water rights are to be sold hereunder by JMUC to such purchaser or lessee; (iii) opinions shall be obtained from counsel for assignee and counsel for JMUC that the assignment is permitted under applicable law and is valid and binding on the parties; and (vi) the rates to be paid by the assignee have been approved by applicable regulatory authority(ies). No User may take any action the effect of which would be to prevent, hinder or delay JMUC from the timely fulfillment of its obligations under this Agreement.

d. Nothing herein shall limit any User's present or future right to issue bonds, notes or other evidences of indebtedness or incur lease obligations which are payable on a parity with operating expenses or payable from revenues after payment of operating expenses; provided, however, no User may issue bonds, notes or other evidences of indebtedness or incur lease obligations which



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are payable from the revenues derived from its water system superior to the payment of the operating expenses of its water system

e. Each User shall cooperate with JMUC and keep accurate records and Accounts.

f. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth herein as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year.

ARTICLE 10. Transfers and Assignments

User shall not transfer or assign this agreement or any of its rights under this agreement without express written approval of JMUC, whose consent shall not be unreasonably withheld.

ARTICLE 11. Notice

a. Every notice or other communication required by this Agreement shall be provided in writing and shall be delivered either (1) by United States registered or certified mail, return receipt requested or (2) by nationally recognized overnight delivery service to the following:

For User:

[ ]

For JMUC:

Roddy Rogers  
Executive Director  
Southwest Missouri Joint Municipal Water Commission  
2241 E Powell, Springfield, Missouri 65804

b. A courtesy copy shall be delivered by electronic mail. Notice will only become effective upon receipt of the hard copy delivered in accordance with paragraph (a) above.

c. Any party may change its address for purposes of notice under this Agreement by giving formal written notice to the other parties to this Agreement.

ARTICLE 12. Miscellaneous

a. Choice of Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Missouri.

b. Severability. In the event any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement.

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c. Merger. This Agreement contains the entire understanding between the Parties and supersedes all previous negotiations and agreements.

ARTICLE 13. Definitions

a. “User’s Storage Space” means number of acre-feet allocated to User as specified in Article 1.

b. “JMUC’s Storage Space” means the number of acre-feet allocated to JMUC as specified in Article 1 of the Federal Storage Contract, subject to any adjustment for sedimentation in accordance with Article 4 of that contract.

c. “Contracted Storage Space” means the portion of JMUC’s Storage Space that has been contracted to individual users.

d. “Uncontracted Storage Space” means the portion of JMUC’s Storage Space that has not been contracted to individual users.

e. “Unit Charge” means the amount specified in Article 3.a(1).

f. “User’s Uncontracted Storage Investment” means the balance of User’s Uncontracted Storage Space Investment Account.

g. “Total Uncontracted Storage Investment” means the sum of all users’ Uncontracted Storage Investment Accounts.

h. “Storage Space” means physical space within the Project that is used to store water.

i. “Step-up Payment” any payment required by Article 3.a(3).

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IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

THE CITY OF WILLARD, MISSOURI

SOUTHWEST MISSOURI JOINT MUNICIPAL  
WATER COMMISSION

By: \_\_\_\_\_

By: \_\_\_\_\_  
Roddy Rogers, Executive Director

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

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

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**EXHIBIT B: STORAGE AND WATER ACCOUNTING**

The Active Multipurpose Pool at Stockton Lake contains a total of 694,575 acre-feet of storage between 830 and 868.9 feet NGVD67. Because all water for all conservation purposes is held in this common pool, a system is needed to determine how much of the water held in the common pool is available to each user. “Storage accounting” is used for this purpose.

**1. Storage and Water Accounting Principles**

1.1 The Active Multipurpose Pool at Stockton Lake is divided into “storage accounts.” The size of each water supply storage account is equal to the volume of storage under contract. The remainder of the Active Multipurpose Pool is assigned to the federal account. The current allocation is shown in Table 1.1 below:

Account holder	Account size (AF)
Federal	549,825
City Utilities Springfield	52,320 <sup>1</sup>
JMUC	90,790
Total Active Multipurpose Storage all accounts	694,575

JMUC’s storage account will be subdivided into accounts held by its members. The same principles and formulas will be used by JMUC to manage its members accounts.

1.2 Inflows and outflows to the Active Multipurpose Pool will be tracked daily, and gains and losses will be assigned to individual storage accounts using the formulas set forth in part 2. The “account balance” for each user represents the volume of water available to that user.

1.3 The sum of all account balances will equal the total volume of water in the Active Multipurpose Pool. When the Active Multipurpose Pool is full (i.e., the pool is at or above the guide curve) all accounts are full.

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<sup>1</sup> City of Springfield’s storage account will increase from 50,000 acre-feet to 52,320 acre-feet as a result of the Dependable Yield Mitigation Storage (“DYMS”) provided by JMUC as a condition of the 2024 reallocation.

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1.4 Some gains and losses will be shared proportionally, while others will be credited or debited to specific accounts as described in paragraphs 1.5 and 1.6 below.

1.5 Losses from evaporation will be debited proportionally based on the size of the account. Losses due to discharges from the dam, including leakage, will be debited to the federal account.

1.6 Water supply withdrawals will be debited to the account responsible for the withdrawal.

1.7 Any “state allocated inflows” will be credited to specific accounts in accordance with State law. All other gains will be distributed proportionally based on the size of the account.

1.8 When the credits applied to an individual storage account would cause it to overflow (i.e., cause the account balance to exceed the account limit, or the size of the account), any excess inflow will be distributed *pro rata* to other storage accounts with space available to store the water (i.e., accounts that are less than full). In concept, full storage accounts “spill” water into storage accounts that are not full, until the entire Active Multipurpose Pool is full.

## 2. Storage Accounting Formulas

The storage accounting principles above are implemented through the following formulas:

2.1  $S_{u,t} = S_{u,t-1} + I_u - W_u + AI_u$  Where:

$S_{u,t}$  = Storage account balance for user “u” at end of period “t” [*Observed*]

$S_{u,t-1}$  = Storage Account balance for user “u” at end of period “t-1” [*Observed*]

$I_u$  = User’s share of Calculated Inflow (“CI”) [*Equation 2.2*]

$W_u$  = User’s water withdrawal [*Observed*]

$AI_u$  = Inflow allocated to User by State law [*Observed or Reported*]

2.2  $I_u = [V_u / V_t] * CI$  Where:

$I_u$  = User’s share of Adjusted Inflow

$V_u$  = Volume of storage space contracted to User [*Observed*]

$V_t$  = Total volume of Active Multipurpose Storage Space when the inflow occurs, as defined by Top of Multipurpose Rule Curve [*Observed*]

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CI = Calculated Inflow [Equation 2.3]

2.3  $CI = \Delta S + D + \sum W_u - \sum AI_u$  Where:

CI = Calculated Inflow

$\Delta S$  = Change in the total volume of water in storage between period “t” and period “t-1” [Observed.]

D = Total discharge (powerhouse + leakage + spill + sluice) [Observed]

$\sum W_u$  = Sum of water supply withdrawals, all users [Observed]

$\sum AI_u$  = Sum of Allocated Inflows, all users [Observed]

The calculated inflow (“CI”) is the portion of the net inflow that is apportioned *pro rata*. This is calculated from the change in storage ( $\Delta S$ ), which is an observed value showing the net effect of all gains and losses to the Active Multipurpose Pool during the period (i.e., the day), including gains and losses from inflow, precipitation, evaporation, leakage, discharges from the dam, water supply withdrawals, and foreign water. This value is adjusted to remove the effects of any discharges from the Dam (“D”) as well as specific gains (“AI,” allocated inflows) and losses (“W,” water supply withdrawals) that need to be credited or debited to individual accounts, rather than being shared *pro rata*. See Principle 1.4.

### 3. Storage accounting procedures

The data needed to perform these calculations will be collected on a daily time step. The calculations will be performed weekly under normal circumstances, but more frequently during droughts. The Active Multipurpose Pool is drawn down as outflow exceeds inflow. The individual accounts are drawn down at different rates based on their storage. Users will be notified on a weekly basis of the available storage remaining, once their storage account balance drops below 30%.