



## **CITY OF WILLARD**

### **BOARD OF ALDERMAN REGULAR MEETING**

**August 11, 2025 at 6:00 PM**

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

#### **AGENDA**

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Update Posted on August 8, 2025, at 12:00 p.m.

The tentative agenda of this meeting includes:

#### **PLEDGE OF ALLEGIANCE**

#### **CALL THE MEETING TO ORDER**

#### **ROLL CALL**

#### **AGENDA AMENDMENTS/APPROVAL OF AGENDA**

#### **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."

- 1. Meeting Minutes from July 28, 2025**
- 2. July/August 2025 Current Outstanding Invoices, Checks, and Draft Paid Invoices**
- 3. Department Head Report City Clerk July 2025**
- 4. Department Head Report Court July 2025**
- 5. Department Head Report Human Resources July 2025**
- 6. Department Head Report Parks July 2025**
- 7. Department Head Report Planning and Zoning July 2025**
- 8. Department Head Report Police July 2025**
- 9. Public Works Department Head Report July 2025**
- 10. Board Attendance Report**

#### **CURRENT OUTSTANDING INVOICES, DRAFT AND CHECK PAID INVOICES**

#### **CITIZEN INPUT**

#### **DISCUSSION**

- 11. Community Building Fees**

#### **RESOLUTIONS**

- 12. A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO PROCEED WITH THE PURCHASE OF A CATERPILLAR SKIDSTEER MACHINE AT A COST NOT TO EXCEED \$105,000**

- 13. A RESOLUTION BY THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH DELONG PLUMBING FOR HVAC SERVICES AT THE CITY OF WILLARD RECREATION CENTER**
- 14. A RESOLUTION BY THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, APPROVING A SETTLEMENT WITH IWORQ SYSTEMS, INC. AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT AND ENSURE TIMELY ISSUANCE OF A SETTLEMENT PAYMENT TO IWORQ SYSTEMS, INC.**
- 15. A RESOLUTION BY THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE PURCHASE OF METERS AND ELECTRONIC RADIO TRANSMITTERS (ERTs) FROM A SINGLE SOURCE VENDOR**

#### **ORDINANCES**

- 16. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION FOR RELOCATED WATER STORAGE SPACE IN STOCKTON LAKE (FIRST AND SECOND READ)**

#### **CITY ADMINISTRATOR REMARKS**

#### **NEW BUSINESS**

#### **UNFINISHED BUSINESS**

#### **RECESS OPEN SESSION**

#### **OPEN CLOSED SESSION PURSUANT TO RSMO SECTION 610.021 (1) LEGAL**

#### **CALL THE MEETING TO ORDER**

#### **ROLL CALL**

#### **CLOSE THE CLOSED SESSION AND RECONVENE THE OPEN SESSION**

#### **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 the City Clerk at 417-742-5302.

Rebecca Hansen, City Clerk



## CITY OF WILLARD

### BOARD OF ALDERMAN REGULAR MEETING

July 28, 2025 at 6:00 PM

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

### MINUTES

**Staff Present:** City Administrator Wesley Young, City Attorney Justin Rogers, City Clerk Rebecca Hansen, CFO Carolyn Halverson, Director of Public Works Trevor Hoffman, Financial Assistant Genia Mount, Planning and Zoning Director Mike Ruesch, Project Manager Steve Bodenhamer, Police Officer JD Landon.

Citizens Present: Angie Wilson, Terry Kathcart, Ryan Deboef, John Lesier

### PLEDGE OF ALLEGIANCE

Mayor Smith led the Pledge of Allegiance

### CALL THE MEETING TO ORDER

Mayor Smith called the meeting to order at 6:00 pm and asked the City Clerk to conduct the roll call

### ROLL CALL

City Clerk Rebecca Hansen conducted the roll call

Present: Mayor Troy Smith, Casey Biellier, Jeremy Hill, David Keene Joyce Lancaster, Rachel Mathison, Carol Wilson

Rebecca Hansen confirmed that a quorum was present

### AGENDA AMENDMENTS/APPROVAL OF AGENDA

City Administrator Wes mentioned that Agenda Item #3 will be presented as a resolution rather than an ordinance.

Mayor Smith asked for a motion to approve the agenda, with amendments. Motion was made by Alder Biellier and seconded by Alder Hill to approve the agenda, with amendments. Motion carried with a 6-0 vote. Voting Aye: Alders Biellier, Hill, Keene, Lancaster, Mathison, and Wilson.

### 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."

#### 1. Meeting Minutes from 7.14.25

## 2. June Financial Summaries

### June Financial Statements

### June/July Outstanding Invoices, Checks, and Draft Paid Invoices

### June Check Register

### June Utilities Adjustment Report

Mayor Smith asked for a motion to approve the consent agenda. Motion was made by Alder Lancaster and seconded by Alder Biellier. Motion carried with a 6-0 vote. Voting Aye: Alders Biellier, Hill, Keene, Lancaster, Mathison, and Wilson.

## CURRENT OUTSTANDING INVOICES, DRAFT AND CHECK PAID INVOICES

None

## CITIZEN INPUT

Angie Wilson, lives at Ridgeview Drive. Spoke regarding the petition she spearheaded to secure the audit being addressed tonight by the Missouri State Auditor. Gave some history about how signatures were gathered to request this audit.

## DISCUSSION

### 3. Hahn Deboef—A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR GOVERNMENT RELATIONS SERVICES WITH HAHN/DEBOEF GOVERNMENT RELATIONS

City Administrator Wes Young spoke about the city's need for funding of the B to 94 sewer connection. We hope that this firm may help us to secure government funding for this project.

Ryan Deboef spoke to the Board about his firm's experience in securing state funding for sewer systems and upgrades. He feels it is viable to attempt to secure direct funding. If State funding is not available, there are other avenues through some federal agencies such as DNR. He explained the process of securing funds at the state level.

Mayor Smith asked about the firm's success rate. Ryan said he can supply those exact numbers; he doesn't have them with him. Wes mentioned this will be part of an economic development plan as well, since sewer capacity is what is holding up that economic development.

## PRESENTATION

### 4. State Auditor's Office

John Lesier from the State Auditor's Office notified the Board that the state audit is beginning. He briefly described how residents triggered the audit through the petition process, and he outlined how the state audit will proceed. The audit will check the City's compliance with laws over the past year. At the conclusion of the audit, the report will be made public so all citizens can access that information.

The Board asked several questions about what would happen if an irregularity from the past were found. The audit is not planned to go as far back as the former mayor whose misconduct sparked some residents' interest in an audit. If an irregularity of that nature were found, the audit itself does not offer any remedy; the City would have to take legal action.



## PROJECT MANAGER REPORT

### 5. Sanitary Sewer Update

Project Manager Steve Bodenhamer provided a report on the 94 Lift Station Forced Main—the four temporary easements required have been recorded with the recorders. Aug 5 we will advertise for bids. Allgeier Martin will open bids on Sep 10.

Meadows Gravity Sewer: the last temporary construction easement has been recorded. The City plan is to increase the main from 12 to 15 inch diameter.

## RESOLUTIONS

### 6. A RESOLUTION BY THE BOARD OF ALDERS OF THE CITY OF WILLARD, DECLARING A CASE 60XT SKID STEER AS SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSAL

City Administrator Wes and Director of Public Works Trevor Hoffman said that this resolution simply formalizes the plan to sell the old skid steer and buy a new one that is more appropriate to the city's needs.

Mayor Smith asked for a motion. Motion was made by Alder Keene and seconded by Alder Mathison. Motion carried with a 6-0 vote. Voting Aye: Alders Biellier, Hill, Keene, Lancaster, Mathison, and Wilson.

### 7. A RESOLUTION BY THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, ACCEPTING THE AGREEMENT WITH THE EMPIRE DISTRICT ELECTRIC COMPANY REQUESTING CHANGES IN STREET LIGHTING SERVICE PURSUANT TO THE PROVISIONS OF THE MUNICIPAL ELECTRIC SERVICE AGREEMENT

City Administrator Wes reported that Public Works is updating water infrastructure and it was decided to remove the streetlight. Public Works will remove the streetlight.

Mayor Smith asked for a motion. Motion was made by Alder Lancaster and seconded by Alder Biellier. Motion carried with a 6-0 vote. Voting Aye: Alders Biellier, Hill, Keene, Lancaster, Mathison, and Wilson.

### 8. A RESOLUTION BY THE BOARD OF ALDERS OF THE CITY OF WILLARD, AUTHORIZING THE MAYOR TO APPROVE TWENTY UTILITY CREDITS AS AN INCENTIVE FOR RESIDENTS TO PARTICIPATE IN A COMPREHENSIVE PLAN SURVEY

Planning Director Mike Ruesch explained that the City Comprehensive Plan has an Active Transportation Plan, which would benefit greatly from public input. To encourage people to participate, the City will offer a drawing for \$50 utility credits. To enter the drawing, residents need to download the City of Willard app and take the survey. Mike mentioned that there are rules that will ensure fairness and randomization. One of those rules excludes city employees.

Mayor Smith asked for a motion. Motion was made by Alder Hill and seconded by Alder Biellier. Motion carried with a 6-0 vote. Voting Aye: Alders Biellier, Hill, Keene, Lancaster, Mathison, and Wilson.

### 9. A RESOLUTION ADOPTING THE JOB DESCRIPTION FOR THE POSITION OF HR COORDINATOR/ASSISTANT TO THE CITY ADMINISTRATOR FOR THE CITY OF WILLARD, MISSOURI.

City Administrator Wes created the official position to align with how duties are currently evolving. Wes enjoys being more involved in many HR duties. This position will be funded by freezing the HR director position.

Mayor Smith asked for a motion. Motion was made by Alder Lancaster and seconded by Alder Biellier. Motion carried with a 6-0 vote. Voting Aye: Alders Biellier, Hill, Keene, Lancaster, Mathison, and Wilson.

## ORDINANCES

### **10. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION FOR RELOCATED WATER STORAGE SPACE IN STOCKTON LAKE (FIRST AND SECOND READ)**

City Administrator Wes explained that the city attorney feels that the far-reaching financial commitment of this agreement may warrant a special meeting because of budgetary consequences. Signing this agreement would indicate a commitment to the full amount, require amending the budget, etc. Our present discussion wouldn't acknowledge the financial portion. The Board expressed that they are lukewarm about the commitment and postponed discussion on this ordinance until next meeting.

### **11. AN ORDINANCE ADDING SCHEDULE IV OF THE WILLARD, MISSOURI CITY CODE 'LAND DEVELOPMENT CODE', SECTION 400.521, IN ORDER TO ALLOW ACCESSORY DWELLING UNITS (SECOND READ)**

Planning Director Mike reminded the Board that this ADU ordinance gives flexibility to landowners and helps the housing market supply. It is naturally limiting because each lot can only have one, and there are rules in place to ensure it is attractive, well-placed, and matches the existing home.

Mayor Smith had the ordinance read a second time and asked for a motion. Motion was made by Alder Keene and seconded by Alder Biellier. Motion carried with a 6-0 vote. Voting Aye: Alders Biellier, Hill, Keene, Lancaster, Mathison, and Wilson

### **12. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, APPOINTING THE MUNICIPAL COURT JUDGE FOR THE CITY OF WILLARD, GREENE COUNTY MISSOURI, FOR THE TERM COMMENCING ON JULY 28, 2025 THROUGH JULY 28, 2027, AND ESTABLISHING THE JUDGE'S HOURLY RATE (FIRST AND SECOND READ)**

City Administrator Wes pointed out that this ordinance just formalizes the renewal of Judge Doran's contract for two more years. His service has been outstanding; he didn't ask for any changes to the contract.

Mayor Smith had the ordinance read a first and second time and asked for a motion. Motion was made by Alder Biellier and seconded by Alder Lancaster. Motion carried with a 6-0 vote. Voting Aye: Alders Biellier, Hill, Keene, Lancaster, Mathison, and Wilson

### **13. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH FLOCK GROUP INC., FOR PUBLIC SAFETY CAMERAS AND SOFTWARE (FIRST AND SECOND READ)**

City Administrator Wes reminded the Board that we heard a presentation on the Flock cameras and software previously. The Board asked several questions regarding camera placement and

decided to choose the plan that was the best value, even though it is a few thousand dollars over the grant amount.

Mayor Smith had the ordinance read a first and second time and asked for a motion. Motion was made by Alder Hill and seconded by Alder Matheson. Motion carried with a 6-0 vote. Voting Aye: Alders Biellier, Hill, Keene, Lancaster, Mathison, and Wilson

#### **14. AN ORDINANCE ESTABLISHING PROCEDURES FOR PUBLIC RECORDS REQUESTS UNDER THE MISSOURI SUNSHINE LAW , RSMo CHAPTER 610. (FIRST AND SECOND READ)**

City Administrator Wes explained that this ordinance is an attempt to align with state regulations. He decided to postpone this discussion until the next meeting to research a couple of things.

### **CITY ADMINISTRATOR REMARKS**

City Administrator Wes said he is working on the 2026 health insurance for staff, he is trying to control the premium and find a way to provide more help for staff seeking to add family members to their plan; something staff seek based on recent stay interviews. Currently, there is no family insurance benefit offered at a price staff can afford. There are hybrid plans where the city insures itself and have great potential for keeping local tax dollars local.

Plans to landscape the roundabouts continue—MDOT says we can design and landscape center. We are in conversations with the High School to have students submit designs and perhaps propagate plants. Jason found landscaping designs to deal with the biome peculiar to roundabouts (higher heat than local plants will tolerate). We could ask other community volunteers for design. City employees will be the only ones allowed in roundabout to plant and maintain.

Staff memos will be included with agenda items, going forward.

Engineering complete on Jackson Street sidewalk project. Public Works feels we can do quite a bit in-house. We'll get bids on what we can't do. That report should be available in 30 days.

Rate review for water board will occur next month.

### **NEW BUSINESS**

No new business other than that covered in Remarks.

### **UNFINISHED BUSINESS**

No unfinished business

### **RECESS OPEN SESSION**

At 7:35 pm. Mayor Smith called for a motion to end open session and move into closed session for the reasons provide. Alder Biellier motioned that we move into closed session. Alder Hill seconded. Motion carried with a 6-0 vote. Voting Aye: Alders Biellier, Hill, Keene, Lancaster, Mathison, and Wilson

**OPEN CLOSED SESSION PURSUANT TO RSMO SECTION 610.021 (1) LEGAL, (2) REAL ESTATE  
CALL THE MEETING TO ORDER.**

**ROLL CALL**

**CLOSE THE CLOSED SESSION AND RECONVENE THE OPEN SESSION**

Open session reconvened at 8:19

## **ADJOURN MEETING**

Motion was made by Alder Keene to adjourn the meeting. Alder Hill seconded. Motion carried with a 6-0 vote. Voting Aye: Alders Biellier, Hill, Keene, Lancaster, Mathison, and Wilson

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Rebecca Hansen, City Clerk



City of Willard, MO

# Expense Approval Report

Item # 2.

By Vendor Name

Post Dates 7/26/2025 - 8/7/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: AGT100 - A&amp;G TENT &amp; TARP SERVICES LLC</b>					
A&G TENT & TARP SERVICES L	1038	08/07/2025	TENT REPAIR - PKS	30-800-51000	785.00
<b>Vendor AGT100 - A&amp;G TENT &amp; TARP SERVICES LLC Total:</b>					<b>785.00</b>
<b>Vendor: AMA300 - ALLGEIER, MARTIN &amp; ASSOCIATES, INC</b>					
ALLGEIER, MARTIN & ASSOCIA	185	08/07/2025	ON-CALL LFT STNS, CAP & LIMIT, IMPROV FUTURE DEV-S	20-700-56400	16,874.00
ALLGEIER, MARTIN & ASSOCIA	186	08/07/2025	PROCTOR RD DRAINAGE IMPRVMENTS - P&D	10-400-56400	2,928.00
ALLGEIER, MARTIN & ASSOCIA	187	08/07/2025	ANTIDEGRADATION STUDY & FACILITY PLAN - S	20-700-56400	637.00
<b>Vendor AMA300 - ALLGEIER, MARTIN &amp; ASSOCIATES, INC Total:</b>					<b>20,439.00</b>
<b>Vendor: REP425 - ALLIED SERVICES, LLC</b>					
ALLIED SERVICES, LLC	7722	08/07/2025	TRASH EXP-ALL	10-100-62300	125.06
ALLIED SERVICES, LLC	7722	08/07/2025	TRASH EXP-ALL	10-200-62300	83.49
ALLIED SERVICES, LLC	7722	08/07/2025	TRASH EXP-ALL	20-600-62300	283.89
ALLIED SERVICES, LLC	7722	08/07/2025	TRASH EXP-ALL	20-700-62300	283.89
ALLIED SERVICES, LLC	7722	08/07/2025	TRASH EXP-ALL	30-800-62300	920.57
ALLIED SERVICES, LLC	9177	08/07/2025	RECYCLE CENTER-S	20-700-57200	170.30
<b>Vendor REP425 - ALLIED SERVICES, LLC Total:</b>					<b>1,867.20</b>
<b>Vendor: ACS100 - AMAZON CAPITAL SERVICES INC</b>					
AMAZON CAPITAL SERVICES I	4JGK	08/07/2025	ALUM USB-C PRT CBLE, CMKTEC MINI PC -STS / W / S	10-300-50700	30.55
AMAZON CAPITAL SERVICES I	4JGK	08/07/2025	ALUM USB-C PRT CBLE, CMKTEC MINI PC -STS / W / S	20-600-50700	61.09
AMAZON CAPITAL SERVICES I	4JGK	08/07/2025	ALUM USB-C PRT CBLE, CMKTEC MINI PC -STS / W / S	20-700-50700	61.09
AMAZON CAPITAL SERVICES I	6WT3	08/07/2025	SIDEWK CHALK, MARKERS, CLIPBRD, OTHER CAMP - PKS	30-800-50177	145.32
AMAZON CAPITAL SERVICES I	6WT3	08/07/2025	SIDEWK CHALK, MARKERS, CLIPBRD, OTHER CAMP - PKS	30-800-50700	26.99
AMAZON CAPITAL SERVICES I	71PG	08/07/2025	TOILET CLEANER - PKS	30-800-50550	20.61
AMAZON CAPITAL SERVICES I	7WM3	08/07/2025	WIRELESS KEYBOARD & MOUSE, WEBCAM, SCALE RULER-P&D	10-400-52000	253.66
AMAZON CAPITAL SERVICES I	KQHW	08/07/2025	WIRELESS KEYBOARD & MOUSE - P&D	10-400-52000	199.99
AMAZON CAPITAL SERVICES I	V479	08/07/2025	BUSINESS PRIME ANNUAL MEMBER FEE - GEN	10-100-55800	349.00
<b>Vendor ACS100 - AMAZON CAPITAL SERVICES INC Total:</b>					<b>1,148.30</b>
<b>Vendor: BVM100 - AMERICAN TRAILER &amp; STORAGE, INC.</b>					
AMERICAN TRAILER & STORA	8366	08/07/2025	STORAGE CONTAINER RENTALS - PKS	30-800-55850	305.00
AMERICAN TRAILER & STORA	8367	08/07/2025	STORAGE CONTAINER RENTAL - PKS	30-800-55850	115.00
<b>Vendor BVM100 - AMERICAN TRAILER &amp; STORAGE, INC. Total:</b>					<b>420.00</b>
<b>Vendor: APAC100 - APAC CENTRAL, INC</b>					
APAC CENTRAL, INC	2342	08/07/2025	COMM SURFACE - HUNT RD PATCH / REPAIR WRK-STS	10-300-51000	1,705.82
<b>Vendor APAC100 - APAC CENTRAL, INC Total:</b>					<b>1,705.82</b>
<b>Vendor: APM100 - APPLE MARKET</b>					
APPLE MARKET	7-29	08/07/2025	FLY SWATTERS, BUNS, PKCLES - PKS	30-800-50130	1.50

## Expense Approval Report 1

Post Dates: 7/26/25 Item # 2.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
APPLE MARKET	7-29	08/07/2025	FLY SWATTERS, BUNS, PKCLES - PKS	30-800-50200	28.66
Vendor APM100 - APPLE MARKET Total:					30.16
Vendor: ADF150 - ARBOR DAY FOUNDATION					
ARBOR DAY FOUNDATION	25-26	08/07/2025	2025-2026 TREE CITY USA MEMBR DUES - PKS	30-800-50190	75.00
Vendor ADF150 - ARBOR DAY FOUNDATION Total:					75.00
Vendor: CFS100 - CANON FINANCIAL SERVICES, INC					
CANON FINANCIAL SERVICES,	3091	08/07/2025	COPIER LEASE-ALL	10-100-55850	75.02
CANON FINANCIAL SERVICES,	3091	08/07/2025	COPIER LEASE-ALL	10-200-55850	131.03
CANON FINANCIAL SERVICES,	3091	08/07/2025	COPIER LEASE-ALL	10-250-55850	8.34
CANON FINANCIAL SERVICES,	3091	08/07/2025	COPIER LEASE-ALL	10-400-55850	39.31
CANON FINANCIAL SERVICES,	3091	08/07/2025	COPIER LEASE-ALL	20-600-55850	38.10
CANON FINANCIAL SERVICES,	3091	08/07/2025	COPIER LEASE-ALL	20-700-55850	38.10
CANON FINANCIAL SERVICES,	3091	08/07/2025	COPIER LEASE-ALL	30-800-55850	61.67
CANON FINANCIAL SERVICES,	6975	08/07/2025	COPIER LEASE - PW	10-300-55850	12.91
CANON FINANCIAL SERVICES,	6975	08/07/2025	COPIER LEASE - PW	20-600-55850	25.83
CANON FINANCIAL SERVICES,	6975	08/07/2025	COPIER LEASE - PW	20-700-55850	25.83
Vendor CFS100 - CANON FINANCIAL SERVICES, INC Total:					456.14
Vendor: CJW100 - CJW TRANSPORTATION CONSULTANTS, LLC					
CJW TRANSPORTATION CONS	24123-3	08/07/2025	JACKSON ST SIDEWALK - STS	10-300-95100	566.25
CJW TRANSPORTATION CONS	25034-1	08/07/2025	JACKSON ST. PARKING EXPANSION - STS	10-300-95100	11,657.00
CJW TRANSPORTATION CONS	8-1	08/07/2025	SURVEY FOR EASEMENT & PROP DESC 418 JCKSN ST - P&	10-400-56420	1,850.00
Vendor CJW100 - CJW TRANSPORTATION CONSULTANTS, LLC Total:					14,073.25
Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES					
COMMERCE CREDIT CARD SE	219061	08/05/2025	BJS TROPHY VOLLEYBALL MEDALS - PKS	30-800-50180	99.50
COMMERCE CREDIT CARD SE	3769	08/05/2025	SAMS CONCESSIONS - PKS	30-800-50200	768.18
COMMERCE CREDIT CARD SE	50107	08/05/2025	INDEED ADV FOR BLDG INSPT - P&D	10-400-55200	368.83
COMMERCE CREDIT CARD SE	6-27-25	08/05/2025	POSTMASTER LIQ LIC POSTAGE - GEN	10-100-50750	3.00
COMMERCE CREDIT CARD SE	9517	08/05/2025	SAMS FLSHLGH T SETS, BATTERIES-SPEC ACT & FFEST- PKS	30-800-50170	50.96
COMMERCE CREDIT CARD SE	9517	08/05/2025	SAMS FLSHLGH T SETS, BATTERIES-SPEC ACT & FFEST- PKS	30-800-50450	50.96
COMMERCE CREDIT CARD SE	HOG TIDE 6-26	08/05/2025	HOG TIDE BBQ FOOD FOR MASTR TRANS PLAN LUNCH - P&D	10-400-50130	25.00
COMMERCE CREDIT CARD SE	NF6P	08/05/2025	VISTAPRINT POOL PUNCH CARDS - PKS	30-800-50140	52.03
COMMERCE CREDIT CARD SE	1610	08/07/2025	A PARTS WAREHOUSE LOCK REPAIR FOR BUS - PKS	30-800-71000	69.25
COMMERCE CREDIT CARD SE	2886	08/07/2025	ECONOSIGNS ROLL UP SIGNS, STANDS - STS	10-300-50130	1,869.15
COMMERCE CREDIT CARD SE	32913	08/07/2025	ECONOSIGNS CAUTION TAPE - STREET SPLYs - STS	10-300-50130	145.50
COMMERCE CREDIT CARD SE	4483	08/07/2025	LASER SPEC PRISM POLE BIPOD,CARBON FIBER POLE- P&D	10-400-50700	725.00
COMMERCE CREDIT CARD SE	5112	08/07/2025	GRAINGER DEMPLE PLATE FOR SIDEWALK REPAIR - STS	10-300-51000	311.81
COMMERCE CREDIT CARD SE	6454	08/07/2025	GOEDECKE EDGER-ST ENDS, SPREADER, CNCRT PLACER-ST	10-300-52000	402.00
COMMERCE CREDIT CARD SE	7170	08/07/2025	INDEED JOB POSTING - WATE	20-600-55200	144.15
COMMERCE CREDIT CARD SE	7-28 WILLARD EAGLE	08/07/2025	WILLARD EAGLE OUTDOORS BAIT FISHING DERBY - PKS	30-800-50170	34.50

## Expense Approval Report 1

Post Dates: 7/26/25 Item # 2.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COMMERCE CREDIT CARD SE	7-29 NIXA HARDWARE	08/07/2025	NIXA HARDWARE STRAW BALES- DIRT WRK LANGSTON- W	20-600-51000	94.08
COMMERCE CREDIT CARD SE	7-29 SMARTSIGN	08/07/2025	SMARTSIGN 6" X 12" ALUM SIGN - PKS	30-800-50130	41.95
COMMERCE CREDIT CARD SE	7-30 EBAY	08/07/2025	EBAY SMART ANTENNA, CASE - P&D	10-400-50700	729.00
COMMERCE CREDIT CARD SE	7-30 EBAY	08/07/2025	EBAY SMART ANTENNA, CASE - P&D	10-400-61000	545.35
COMMERCE CREDIT CARD SE	8-1	08/07/2025	MML WEBINAR SETTING PROP TX LEVY R. HANSEN-GE	10-100-56950	10.50
COMMERCE CREDIT CARD SE	PRO	08/07/2025	WHENTOWORK SCHEDULING DUES - PKS	30-800-55800	91.00
<b>Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:</b>					<b>6,631.70</b>
<b>Vendor: CON170 - CONCO COMPANIES</b>					
CONCO COMPANIES	3562	08/07/2025	1" DIRTY BASE - HUNT RD PATCH/REPAIR WRK - STS	10-300-51000	119.22
CONCO COMPANIES	5947	08/07/2025	5/8" COMM STNE- LANGSTON WTR LINE REPAIR - W	20-600-51000	402.47
CONCO COMPANIES	7894	08/07/2025	2 CONCRETE BLOCKS FOR NO PARKING SIGNAGE- STS/W/S	10-300-95100	20.00
CONCO COMPANIES	7894	08/07/2025	2 CONCRETE BLOCKS FOR NO PARKING SIGNAGE- STS/W/S	20-600-95100	40.00
CONCO COMPANIES	7894	08/07/2025	2 CONCRETE BLOCKS FOR NO PARKING SIGNAGE- STS/W/S	20-700-95100	40.00
CONCO COMPANIES	7903	08/07/2025	3/4 AE CLASS A RIVER- ARROWHEAD SDEWLK - STS /	10-300-51000	376.76
CONCO COMPANIES	7903	08/07/2025	3/4 AE CLASS A RIVER- ARROWHEAD SDEWLK - STS /	20-700-51000	376.76
CONCO COMPANIES	7987	08/07/2025	3/4 CLASS A RIVER-MILLER RD SINK HOLE REPAIR-STs	10-300-51000	753.52
<b>Vendor CON170 - CONCO COMPANIES Total:</b>					<b>2,128.73</b>
<b>Vendor: COX100 - COX REGIONAL SERVICES CXH</b>					
COX REGIONAL SERVICES CXH	7-17	08/07/2025	INJURY OFFICER D. CALE - LA	10-200-56400	192.38
<b>Vendor COX100 - COX REGIONAL SERVICES CXH Total:</b>					<b>192.38</b>
<b>Vendor: DCA100 - DANIELLE CALE</b>					
DANIELLE CALE	2273	08/07/2025	FLASHLIGHT, BATTERY- PURCH. AT O'REILLY - LAW	10-200-92500	34.53
<b>Vendor DCA100 - DANIELLE CALE Total:</b>					<b>34.53</b>
<b>Vendor: DAV100 - DAVID DORAN, ATTORNEY AT LAW</b>					
DAVID DORAN, ATTORNEY AT L	8-4	08/07/2025	MUNICIPAL JUDGE FEES - CT	10-250-56400	900.00
<b>Vendor DAV100 - DAVID DORAN, ATTORNEY AT LAW Total:</b>					<b>900.00</b>
<b>Vendor: DNS100 - DNS EQUIPMENT LLC</b>					
DNS EQUIPMENT LLC	1521	08/07/2025	WATER CHEMICALS - W	20-600-50000	1,557.72
<b>Vendor DNS100 - DNS EQUIPMENT LLC Total:</b>					<b>1,557.72</b>
<b>Vendor: EJE100 - EJ EQUIPMENT</b>					
EJ EQUIPMENT	9773	08/07/2025	ULTRA SHORTY II CABLE- SEWER I & I - S	20-700-51050	621.34
<b>Vendor EJE100 - EJ EQUIPMENT Total:</b>					<b>621.34</b>
<b>Vendor: GCO100 - GOVCONNECTIONS INC</b>					
GOVCONNECTIONS INC	6276	08/07/2025	MICROSOFT DEFENDER ANNUAL - ALL	10-100-57400	109.13
GOVCONNECTIONS INC	6276	08/07/2025	MICROSOFT DEFENDER ANNUAL - ALL	10-200-57400	369.12
GOVCONNECTIONS INC	6276	08/07/2025	MICROSOFT DEFENDER ANNUAL - ALL	10-250-57400	16.21
GOVCONNECTIONS INC	6276	08/07/2025	MICROSOFT DEFENDER ANNUAL - ALL	10-400-57400	51.20
GOVCONNECTIONS INC	6276	08/07/2025	MICROSOFT DEFENDER ANNUAL - ALL	20-600-57400	104.32

## Expense Approval Report 1

Post Dates: 7/26/25 Item # 2.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GOVCONNECTIONS INC	6276	08/07/2025	MICROSOFT DEFENDER ANNUAL - ALL	20-700-57400	104.32
GOVCONNECTIONS INC	6276	08/07/2025	MICROSOFT DEFENDER ANNUAL - ALL	30-800-57400	850.56
Vendor GCO100 - GOVCONNECTIONS INC Total:					1,604.86
Vendor: HDE100 - HAHN DEBOEF LLC					
HAHN DEBOEF LLC	42452	08/07/2025	GOVT RELATIONS SERVICES MONTHLY RETAINER FEE - S	20-700-56400	5,000.00
Vendor HDE100 - HAHN DEBOEF LLC Total:					5,000.00
Vendor: IIM100 - INTERNATIONAL CYBERNETICS COMPANY LP					
INTERNATIONAL CYBERNETIC	250731-51	08/07/2025	STREET MAPPING PROJ - STS	10-300-95500	12,225.00
Vendor IIM100 - INTERNATIONAL CYBERNETICS COMPANY LP Total:					12,225.00
Vendor: LNS100 - LANESHIFT					
LANESHIFT	197736	08/07/2025	PROF SERV MASTR TRNSPORTATN PLN - P&D	10-400-56400	5,118.29
Vendor LNS100 - LANESHIFT Total:					5,118.29
Vendor: LML100 - LAUBER AND ASSOCIATES MUNICIPAL LAW LLC					
LAUBER AND ASSOCIATES MU	30943	08/07/2025	CITY PROSECUTOR FEES - LAW	10-200-56400	5,961.00
LAUBER AND ASSOCIATES MU	30944	08/07/2025	IWORQ LEGAL ISSUE - P&D	10-400-56200	52.50
Vendor LML100 - LAUBER AND ASSOCIATES MUNICIPAL LAW LLC Total:					6,013.50
Vendor: LEG250 - LEGALSHIELD					
LEGALSHIELD	7-25	08/07/2025	GROUP INS MCCLAIN & SHIPLEY-LAW	10-200-93000	29.90
Vendor LEG250 - LEGALSHIELD Total:					29.90
Vendor: EMP210 - LIBERTY UTILITIES-EMPIRE DISTRICT					
LIBERTY UTILITIES-EMPIRE DIS	7-24 0143	08/07/2025	ELECTRICAL 220 W JACKSON 1 - PKS	30-800-62000	119.84
LIBERTY UTILITIES-EMPIRE DIS	7-24 1535	08/07/2025	ELECTRICAL 220 W JACKSON 4 - PKS	30-800-62000	76.78
LIBERTY UTILITIES-EMPIRE DIS	7-24 3733	08/07/2025	ELECTRICAL 220 W JACKSON 2 - PKS	30-800-62000	51.20
LIBERTY UTILITIES-EMPIRE DIS	7-24 5934	08/07/2025	ELEC UTIL 222 W JACKSON ACCT# END 5934 - PKS	30-800-62000	37.89
LIBERTY UTILITIES-EMPIRE DIS	7-25 5233	08/07/2025	ELECTRICAL 220 W JACKSON 3 - PKS	30-800-62000	25.48
LIBERTY UTILITIES-EMPIRE DIS	7-29 7820	08/07/2025	ELECTRIC UTILITIES 3636 N FR 101 - S	20-700-62000	60.19
LIBERTY UTILITIES-EMPIRE DIS	8-1 2511	08/07/2025	ELEC UTIL 222 W JACKSON ACCT# END 2511 - PKS	30-800-62000	44.02
Vendor EMP210 - LIBERTY UTILITIES-EMPIRE DISTRICT Total:					415.40
Vendor: LOW505 - LOWE'S CREDIT SERVICES					
LOWE'S CREDIT SERVICES	78461	08/07/2025	5/16 INX1-1/4 CARR BOL, BRACE BND-TOWER REPAIR-	20-600-51000	115.75
LOWE'S CREDIT SERVICES	82455	08/07/2025	WHEAT, RYE, OAT STRAW BALE- COWBOY CH PROJECT-	20-600-51000	107.20
LOWE'S CREDIT SERVICES	90785	08/07/2025	PVC DWV CAP, PVC DWV COUPLING- SEWER I&I - S	20-700-51050	80.40
LOWE'S CREDIT SERVICES	91235	08/07/2025	PS 12-IN TO 18 IN 2WY HD, CLOROX -SHP SPLY-STS/W/S	10-300-50130	60.65
LOWE'S CREDIT SERVICES	91235	08/07/2025	PS 12-IN TO 18 IN 2WY HD, CLOROX -SHP SPLY-STS/W/S	20-600-50130	121.29
LOWE'S CREDIT SERVICES	91235	08/07/2025	PS 12-IN TO 18 IN 2WY HD, CLOROX -SHP SPLY-STS/W/S	20-700-50130	121.30
LOWE'S CREDIT SERVICES	91272	08/07/2025	4-IN X 5 FT PVC CELLCORE - I & I SEWER REPAIRS - S	20-700-51050	16.65
LOWE'S CREDIT SERVICES	91398	08/07/2025	4-IN PVC DWV COUPLING - SEWER I&I - S	20-700-51050	11.38
Vendor LOW505 - LOWE'S CREDIT SERVICES Total:					634.62
Vendor: MOC100 - MISSOURI ONE CALL SYSTEM, INC					
MISSOURI ONE CALL SYSTEM,	70323	08/07/2025	PROF LOCATE FEES-W/S	20-600-56400	96.53



## Expense Approval Report 1

Post Dates: 7/26/25

Item # 2.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MISSOURI ONE CALL SYSTEM,	70323	08/07/2025	PROF LOCATE FEES-W/S	20-700-56400	96.52
Vendor MOC100 - MISSOURI ONE CALL SYSTEM, INC Total:					193.05
Vendor: MIS465 - MISSOURI STATE HIGHWAY PATROL					
MISSOURI STATE HIGHWAY PA	7-10 8501	08/07/2025	JUL-SEP 2025 MULES FEES-LA	10-200-57400	285.00
Vendor MIS465 - MISSOURI STATE HIGHWAY PATROL Total:					285.00
Vendor: MSI100 - MOTOROLA SOLUTIONS INC					
MOTOROLA SOLUTIONS INC	4657	08/07/2025	DEPLYMNT, CONFIG, MGT IN-CAR VIDEO SYS & BDYCM-LA	10-200-95500	2,552.48
MOTOROLA SOLUTIONS INC	9969	08/07/2025	IN-CAR VIDEO SYSTEM & BODY CAMS - LAW	10-200-95500	17,229.52
Vendor MSI100 - MOTOROLA SOLUTIONS INC Total:					19,782.00
Vendor: OLC150 - ON LINE COLLECTIONS					
ON LINE COLLECTIONS	276	08/07/2025	UTIL BILL COLLECT FEES-W/S	20-600-56400	42.65
ON LINE COLLECTIONS	276	08/07/2025	UTIL BILL COLLECT FEES-W/S	20-700-56400	42.65
Vendor OLC150 - ON LINE COLLECTIONS Total:					85.30
Vendor: OIS160 - ONLINE INFORMATION SERVICES INC					
ONLINE INFORMATION SERVI	8999	08/07/2025	UTIL EXCHG REPORT-W/S	20-600-56400	50.32
ONLINE INFORMATION SERVI	8999	08/07/2025	UTIL EXCHG REPORT-W/S	20-700-56400	50.32
Vendor OIS160 - ONLINE INFORMATION SERVICES INC Total:					100.64
Vendor: ORE145 - O'REILLY AUTOMOTIVE, INC					
O'REILLY AUTOMOTIVE, INC	2001	08/07/2025	1 GAL ANTIFREZ - LAGOON TRACTOR MAINT - S	20-700-71100	39.96
O'REILLY AUTOMOTIVE, INC	2220	08/07/2025	BATTERY CAR #1 - LAW	10-200-71000	197.49
O'REILLY AUTOMOTIVE, INC	2272	08/07/2025	WIPER BLADES & FLUID CAR #4 DURANGO- LAW	10-200-71000	50.17
Vendor ORE145 - O'REILLY AUTOMOTIVE, INC Total:					287.62
Vendor: OZA255 - OZARKS COCA COLA					
OZARKS COCA COLA	2562	08/07/2025	CONCESSIONS - PKS	30-800-50200	204.00
OZARKS COCA COLA	3119	08/07/2025	CONCESSIONS - PKS	30-800-50200	126.00
Vendor OZA255 - OZARKS COCA COLA Total:					330.00
Vendor: PLE100 - P & L EQUIPMENT REPAIR LLC					
P & L EQUIPMENT REPAIR LLC	141708	08/07/2025	TRACTOR REPAIR FORD 3600 - S	20-700-71100	4,500.00
Vendor PLE100 - P & L EQUIPMENT REPAIR LLC Total:					4,500.00
Vendor: PLB100 - PLACER LABS INC					
PLACER LABS INC	4208	08/07/2025	2025-2026 PLATFORM ACCESS-LOCATN & ANLYTCS-E	10-450-57400	11,000.00
Vendor PLB100 - PLACER LABS INC Total:					11,000.00
Vendor: WPM100 - POSTMASTER					
POSTMASTER	#3	08/07/2025	FIRST - CLASS PRESORT FEE PERMIT # 3 - W / S	20-600-50750	185.00
POSTMASTER	#3	08/07/2025	FIRST - CLASS PRESORT FEE PERMIT # 3 - W / S	20-700-50750	185.00
Vendor WPM100 - POSTMASTER Total:					370.00
Vendor: RAN175 - RANDALL A. BROWN					
RANDALL A. BROWN	167293	08/07/2025	BLDG INSPECTIONS & ZONING CONSLT - P&D	10-400-55600	810.00
Vendor RAN175 - RANDALL A. BROWN Total:					810.00
Vendor: REP100 - REPUBLIC PRINTING INC					
REPUBLIC PRINTING INC	3542	08/07/2025	ENVELOPES & REAPPEARANCE NOTICES - CT	10-250-50700	205.00
Vendor REP100 - REPUBLIC PRINTING INC Total:					205.00
Vendor: SPS150 - SCHENDEL PEST SERVICES					
SCHENDEL PEST SERVICES	6249	08/07/2025	PEST CONTROL-ALL	10-100-50130	25.00
SCHENDEL PEST SERVICES	6249	08/07/2025	PEST CONTROL-ALL	10-200-50130	35.00
SCHENDEL PEST SERVICES	6249	08/07/2025	PEST CONTROL-ALL	10-250-50130	5.00
SCHENDEL PEST SERVICES	6249	08/07/2025	PEST CONTROL-ALL	10-300-50130	10.00
SCHENDEL PEST SERVICES	6249	08/07/2025	PEST CONTROL-ALL	10-400-50130	5.00

## Expense Approval Report 1

Post Dates: 7/26/25 Item # 2. 25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SCHENDEL PEST SERVICES	6249	08/07/2025	PEST CONTROL-ALL	20-600-50130	30.00
SCHENDEL PEST SERVICES	6249	08/07/2025	PEST CONTROL-ALL	20-700-50130	30.00
SCHENDEL PEST SERVICES	6249	08/07/2025	PEST CONTROL-ALL	30-800-50130	40.00
Vendor SPS150 - SCHENDEL PEST SERVICES Total:					180.00
Vendor: SCU425 - SCURLOCK INDUSTRIES					
SCURLOCK INDUSTRIES	4400	08/07/2025	PRECAST FLARED END SEC, PRECAST TOE WALL - STS	10-300-50130	6,000.00
SCURLOCK INDUSTRIES	4400	08/07/2025	PRECAST FLARED END SEC, PRECAST TOE WALL - STS	10-300-57400	4,548.00
Vendor SCU425 - SCURLOCK INDUSTRIES Total:					10,548.00
Vendor: SPR275 - SPRINGFIELD WINWATER WORKS CO					
SPRINGFIELD WINWATER WO	5923 01	08/07/2025	12X20' SOLID N-12 ST/IB ULTRA- LANGSTON CULVERT-	20-600-51000	583.20
Vendor SPR275 - SPRINGFIELD WINWATER WORKS CO Total:					583.20
Vendor: SQB100 - SQUIBB MEDIA, LLC					
SQUIBB MEDIA, LLC	1270	08/07/2025	6 MONTH FINANCIAL STATEMENT NOTICE - GEN	10-100-55200	75.24
Vendor SQB100 - SQUIBB MEDIA, LLC Total:					75.24
Vendor: GTR100 - THE GOODYEAR TIRE & RUBBER CO					
THE GOODYEAR TIRE & RUBB	5389	08/07/2025	SET NEW TIRES #1 - LAW	10-200-71000	714.01
Vendor GTR100 - THE GOODYEAR TIRE & RUBBER CO Total:					714.01
Vendor: TYL100 - TYLER TECHNOLOGIES INC					
TYLER TECHNOLOGIES INC	520161	08/07/2025	ERP PRO UTILITIES ANNUAL FEE-W/S	20-600-57400	768.00
TYLER TECHNOLOGIES INC	520161	08/07/2025	ERP PRO UTILITIES ANNUAL FEE-W/S	20-700-57400	768.00
Vendor TYL100 - TYLER TECHNOLOGIES INC Total:					1,536.00
Vendor: AMK100 - VESTIS					
VESTIS	9290	08/07/2025	PW DEPT UNIFORM SERVICE - STS / W / S	10-300-92500	7.74
VESTIS	9290	08/07/2025	PW DEPT UNIFORM SERVICE - STS / W / S	20-600-92500	15.49
VESTIS	9290	08/07/2025	PW DEPT UNIFORM SERVICE - STS / W / S	20-700-92500	15.48
Vendor AMK100 - VESTIS Total:					38.71
Vendor: WYO100 - WESLEY YOUNG					
WESLEY YOUNG	AUG	08/07/2025	PHONE REIM AUG - GEN	10-100-61000	50.00
Vendor WYO100 - WESLEY YOUNG Total:					50.00
Vendor: WTV100 - WILLARD HOME CENTER LLC					
WILLARD HOME CENTER LLC	26885	08/07/2025	FMN MIDGET FUSE BASEBLL LIGHTS - PKS	30-800-51000	19.79
WILLARD HOME CENTER LLC	4052	08/07/2025	SEED GRASS MIX- COWBOY CH PROJECT - W	20-600-51000	84.38
WILLARD HOME CENTER LLC	4840	08/07/2025	25' NITEEYE CNTRL TAPE, 25' HI-VIS TAPE MSRE-ST5	10-300-50130	31.48
WILLARD HOME CENTER LLC	4842	08/07/2025	ROLLER CVR FRAME, PNT RLR- SHP SPLY-ST5 / W / S	10-300-50130	2.26
WILLARD HOME CENTER LLC	4842	08/07/2025	ROLLER CVR FRAME, PNT RLR- SHP SPLY-ST5 / W / S	20-600-50130	4.51
WILLARD HOME CENTER LLC	4842	08/07/2025	ROLLER CVR FRAME, PNT RLR- SHP SPLY-ST5 / W / S	20-700-50130	4.52
WILLARD HOME CENTER LLC	4917	08/07/2025	STIHL MOTOMIX GALLON- SEWER EQPT- S	20-700-71100	64.78
WILLARD HOME CENTER LLC	4920	08/07/2025	MISC SCREW, CORNER IRON - OFFICE SPLY-ST5 / W / S	10-300-95100	4.42
WILLARD HOME CENTER LLC	4920	08/07/2025	MISC SCREW, CORNER IRON - OFFICE SPLY-ST5 / W / S	20-600-95100	8.85
WILLARD HOME CENTER LLC	4920	08/07/2025	MISC SCREW, CORNER IRON - OFFICE SPLY-ST5 / W / S	20-700-95100	8.85
WILLARD HOME CENTER LLC	4963	08/07/2025	1/4" X 8" SONIC SDS BIT - STS	10-300-50130	7.19

## Expense Approval Report 1

Post Dates: 7/26/25 Item # 2.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WILLARD HOME CENTER LLC	4971	08/07/2025	MISC SCREWS - STREET SING MAINT - STS	10-300-51000	11.42
WILLARD HOME CENTER LLC	5027	08/07/2025	STIHL MOTOMIX GALLON-CHAIN SAW OIL- STS	10-300-71100	64.78
WILLARD HOME CENTER LLC	5176	08/07/2025	SOCCER BLDG PAINT AND SUPPLIES - PKS	30-800-50500	29.08
WILLARD HOME CENTER LLC	5212	08/07/2025	SEALANT, HOSE CAP -SOCCER CONCESS BLDG - PKS	30-800-50500	9.88
WILLARD HOME CENTER LLC	6764	08/07/2025	1/2" WHT COUPLING - TWR CHLORINE- W	20-600-51000	1.61
WILLARD HOME CENTER LLC	6816	08/07/2025	4" DEG ELBW, ELBW DWV, COPLNG-LANGSTON SWR -S	20-700-51000	188.95
WILLARD HOME CENTER LLC	6870	08/07/2025	1/10 GAL SMOOTH ROD GUN, WHT ALEX FLEX - W	20-600-51000	16.14
WILLARD HOME CENTER LLC	6874	08/07/2025	STIHL XLINE .095 280' - PKS	30-800-52000	19.49
WILLARD HOME CENTER LLC	6886	08/07/2025	ELBOW 45DEG, 4" FLEXIBLE CPLNG - SEWER REPAIR-S	20-700-51000	20.47
WILLARD HOME CENTER LLC	6924	08/07/2025	STIHL ELASTO-START - SHP SPLY - STS / W / S	10-300-50130	5.80
WILLARD HOME CENTER LLC	6924	08/07/2025	STIHL ELASTO-START - SHP SPLY - STS / W / S	20-600-50130	11.60
WILLARD HOME CENTER LLC	6924	08/07/2025	STIHL ELASTO-START - SHP SPLY - STS / W / S	20-700-50130	11.60
WILLARD HOME CENTER LLC	6925	08/07/2025	WEEDEATER HEAD REPLACEMENT - PKS	30-800-71100	10.00
WILLARD HOME CENTER LLC	7194	08/07/2025	KEY FOR MILLER PARK GATES - PKS	30-800-50130	3.58
WILLARD HOME CENTER LLC	7203	08/07/2025	1000' YEL CAUTION TAPE- WTR FLSHNG & TESTING - W	20-600-51000	26.98
WILLARD HOME CENTER LLC	7243	08/07/2025	2PK5/16X1-7/16 LYNCH PIN, PIN LOCK PTO - W	20-600-51000	4.72
Vendor WTV100 - WILLARD HOME CENTER LLC Total:					677.13
Vendor: WIL200 - WILLARD PUBLIC SCHOOLS					
WILLARD PUBLIC SCHOOLS	2025	08/07/2025	TIGER PRIDE NIGHT BOOTH RENTAL - PKS	30-800-55200	50.00
Vendor WIL200 - WILLARD PUBLIC SCHOOLS Total:					50.00
Grand Total:					136,508.74

## Report Summary

## Fund Summary

Fund	Expense Amount
10 - GENERAL FUND	95,471.98
20 - WATER AND SEWER FUND	35,575.52
30 - PARKS FUND	5,461.24
<b>Grand Total:</b>	<b>136,508.74</b>

## Account Summary

Account Number	Account Name	Expense Amount
10-100-50130	SUPPLIES-GCG	25.00
10-100-50750	POSTAGE-GCG	3.00
10-100-55200	ADVERTISING-GCG	75.24
10-100-55800	DUES AND SUBSCRIPTIO	349.00
10-100-55850	EQUIPMENT RENTAL-GE	75.02
10-100-56950	TRAINING & EDUCATION	10.50
10-100-57400	EQUIPMENT/SOFTWARE	109.13
10-100-61000	TELEPHONE-GCG	50.00
10-100-62300	UTILITIES OTHER-GCG	125.06
10-200-50130	SUPPLIES-LAW	35.00
10-200-55850	EQUIPMENT RENTAL-LA	131.03
10-200-56400	PROFESSIONAL-LAW	6,153.38
10-200-57400	EQUIPMENT/SOFTWARE	654.12
10-200-62300	UTILITIES OTHER-LAW	83.49
10-200-71000	VEHICLE REPAIR & MAIN	961.67
10-200-92500	UNIFORMS-LAW	34.53
10-200-93000	GROUP INSURANCE-LA	29.90
10-200-95500	CAPITAL ASSET EQUIPM	19,782.00
10-250-50130	SUPPLIES-COURT	5.00
10-250-50700	OFFICE SUPPLIES-COURT	205.00
10-250-55850	EQUIPMENT RENTAL-CO	8.34
10-250-56400	PROFESSIONAL-COURT	900.00
10-250-57400	EQUIP/SOFTWARE CONT	16.21
10-300-50130	SUPPLIES-STREETS	8,132.03
10-300-50700	OFFICE SUPPLIES-STREET	30.55
10-300-51000	REPAIRS AND MAINTEN	3,278.55
10-300-52000	SUPPLIES SMALL EQUIP	402.00
10-300-55850	EQUIPMENT RENTAL-ST	12.91
10-300-57400	EQUIPMENT/SOFTWARE	4,548.00
10-300-71100	EQUIPMENT REPAIR &	64.78
10-300-92500	UNIFORMS-STREETS	7.74
10-300-95100	CAPITAL ASSET EXP-STRE	12,247.67
10-300-95500	CAPITAL ASSET EQUIPM	12,225.00
10-400-50130	SUPPLIES-P&D	30.00
10-400-50700	OFFICE SUPPLIES-P&D	1,454.00
10-400-52000	SUPPLIES-SMALL EQUIP	453.65
10-400-55200	ADVERTISING-P&D	368.83
10-400-55600	CONTRACT LABOR-P&D	810.00
10-400-55850	EQUIPMENT RENTAL-P&	39.31
10-400-56200	LEGAL-P&D	52.50
10-400-56400	PROFESSIONAL-P&D	8,046.29
10-400-56420	SURVEYING	1,850.00
10-400-57400	EQUIPMENT/SOFTWARE	51.20
10-400-61000	TELEPHONE-P&D	545.35
10-450-57400	EQUIPMENT SOFTWARE	11,000.00
20-600-50000	CHEMICALS-WATER	1,557.72
20-600-50130	SUPPLIES-WATER	167.40
20-600-50700	OFFICE SUPPLIES-WATER	61.09
20-600-50750	POSTAGE-WATER	185.00
20-600-51000	REPAIRS AND MAINTEN	1,436.53

**Account Summary**

Account Number	Account Name	Expense Amount
20-600-55200	ADVERTISING-WATER	144.15
20-600-55850	EQUIPMENT RENTAL-WA	63.93
20-600-56400	PROFESSIONAL-WATER	189.50
20-600-57400	EQUIPMENT/SOFTWARE	872.32
20-600-62300	UTILITIES OTHER-WATER	283.89
20-600-92500	UNIFORMS-WATER	15.49
20-600-95100	CAPITAL ASSET EXP-WAT	48.85
20-700-50130	SUPPLIES-SEWER	167.42
20-700-50700	OFFICE SUPPLIES-SEWER	61.09
20-700-50750	POSTAGE-SEWER	185.00
20-700-51000	REPAIRS AND MAINTEN	586.18
20-700-51050	I&I EXPENSE	729.77
20-700-55850	EQUIPMENT RENTAL-SE	63.93
20-700-56400	PROFESSIONAL-SEWER	22,700.49
20-700-57200	RECYCLE CENTER EXPEN	170.30
20-700-57400	EQUIPMENT/SOFTWARE	872.32
20-700-62000	UTILITIES ELECTRIC-SEW	60.19
20-700-62300	UTILITIES OTHER-SEWER	283.89
20-700-71100	EQUIPMENT REPAIR &	4,604.74
20-700-92500	UNIFORMS-SEWER	15.48
20-700-95100	CAPITAL ASSET EXP-SEW	48.85
30-800-50130	SUPPLIES GENERAL-PKS	87.03
30-800-50140	SUPPLIES-AQUATIC	52.03
30-800-50170	SUPPLIES SPECIAL ACTIV	85.46
30-800-50177	SUPPLIES-YOUTH CAMP	145.32
30-800-50180	SUPPLIES SPORTS-PKS	99.50
30-800-50190	TREE CITY USA-PKS	75.00
30-800-50200	CONCESSIONS-PKS	1,126.84
30-800-50450	FREEDOM FEST EXPENSE	50.96
30-800-50500	BUILDING MAINTENANC	38.96
30-800-50550	CUSTODIAL SUPPLIES-PK	20.61
30-800-50700	OFFICE SUPPLIES-PKS	26.99
30-800-51000	REPAIRS AND MAINTEN	804.79
30-800-52000	SUPPLIES SMALL EQUIP	19.49
30-800-55200	ADVERTISING-PKS	50.00
30-800-55800	DUES AND SUBSCRIPTIO	91.00
30-800-55850	EQUIPMENT RENTAL-PK	481.67
30-800-57400	EQUIPMENT/SOFTWARE	850.56
30-800-62000	UTILITIES ELECTRIC-PKS	355.21
30-800-62300	UTILITIES OTHER-PKS	920.57
30-800-71000	VEHICLE REPAIR & MAIN	69.25
30-800-71100	EQUIPMENT REPAIR &	10.00
<b>Grand Total:</b>		<b>136,508.74</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	136,386.62
2070095500-13	122.12
<b>Grand Total:</b>	<b>136,508.74</b>



## BOARD OF ALDERS MEETING

TO: The Board of Alders

FROM:

SUBJECT:

**Department Head Report City Clerk July 2025**

**CITY OF WILLARD  
BOARD OF ALDERMEN  
July 2025**



Item # 3.

## **City Clerk Report**

1. Continued to process business licenses through Civic Review
2. Continued to make progress in filing per the Missouri Retention Schedule
3. Submitted code changes to General Code and manually updated our General Code Binders
4. Created the agenda, packet and minutes for the Board of Aldermen meetings.
5. Created the agenda and packet for the Water/Sewer Advisory Board
6. Published several legal notices for Public Hearings and Bids for Services.
7. Began submitting information to the State Auditor
8. As PIO, rolled out the new NEST program with a video.
9. As PIO, released the Langston Street Water line Project.
10. As PIO, moved forward on the roundabout projects



## CITY OF WILLARD AGENDA REPORT

### Board of Alderman Meeting

Meeting Date: August 11, 2025

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**TO:** Board of Alderman

**FROM:** Terry Forshee, Municipal Court Clerk

**SUBJECT:** Monthly Meeting Report

**BACKGROUND:**

**RECOMMENDATION:**

**FISCAL IMPACT:**

**ATTACHMENTS:**



# 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

<b>I. COURT INFORMATION</b>		Municipality: WILLARD	Reporting Period: Jul 1, 2025 - Jul 31, 2025	
Mailing Address: 224 W JACKSON ST, WILLARD, MO 65781				
Physical Address: 224 W JACKSON ST, WILLARD, MO 65781		County: Greene County		Circuit: 31
Telephone Number:		Fax Number:		
Prepared by: Terry Forshee		E-mail Address:		
Municipal Judge: DAVID W. DORAN				
<b>II. MONTHLY CASELOAD INFORMATION</b>		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		7	363	76
B. Cases (citations/informations) filed		3	91	9
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		1	44	6
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	9	0
6. dismissed by court		0	3	0
7. <i>nolle prosequi</i>		0	9	0
8. certified for jury trial (not heard in Municipal Division)		0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>		1	65	6
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		9	389	79
E. Trial de Novo and/or appeal applications filed		0	0	0
<b>III. WARRANT INFORMATION (pre- &amp; post-disposition)</b>		<b>IV. PARKING TICKETS</b>		
1. # Issued during reporting period	37	1. # Issued during period		0
2. # Served/withdrawn during reporting period	15	<input checked="" type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	341			

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b>COURT INFORMATION</b>	Municipality: WILLARD	Reporting Period: Jul 1, 2025 - Jul 31, 2025
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**V. DISBURSEMENTS**

<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$4,967.92	Court Automation	\$464.38
Clerk Fee - Excess Revenue	\$582.00	Due To Debt Collection	\$223.28
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$19.58	Judicial Facility Srchg CT31	\$631.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	<b>Total Other Disbursements</b>	\$1,318.66
<b>Total Excess Revenue</b>	\$5,569.50	<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	\$8,841.91
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>		<b>Bond Refunds</b>	\$224.60
		<b>Total Disbursements</b>	\$9,066.51
Fines - Other	\$1,065.87		
Clerk Fee - Other	\$147.75		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$66.33		
Peace Officer Standards and Training (POST) Commission surcharge	\$66.35		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$473.02		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$4.97		
Law Enforcement Training (LET) Fund surcharge	\$129.46		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
<b>Total Other Revenue</b>	\$1,953.75		



## BOARD OF ALDERS MEETING

TO: The Board of Alders

FROM:

SUBJECT:

**Department Head Report Human Resources July 2025**

## HUMAN RESOURCES

### MONTHLY REPORT

JULY 2025

July saw little turnover for the City. The Parks department lost one full-time employee and promoted from within the department to fill this vacancy.

The Public Works department lost two full-time employees. These positions have been filled.

The City Administrator, Chief Financial Officer, and I met with Cameron Black of Ollis/Akers/Arney to discuss the Open Enrollment period for our health insurance. This may change from the fall of the year to the spring.

Dona Slater

Director of Human Resources



## BOARD OF ALDERS MEETING

TO: The Board of Alders

FROM:

SUBJECT:

**Department Head Report Parks July 2025**

## Director's Report – July 2025

Jason Knight, Director of Parks and Recreation

**Quote of the month:** “Over the course of my career, I have listened to countless residents share what parks mean to them — a safe place for kids to play, a quiet spot for reflection, a vital community resource during crisis. These conversations remind me that parks are not just amenities — they are essential to our collective well-being.”- Clement Lau

I read an article last week in the National Recreation and Parks trade blog “Open Spaces”, and it resonated strongly with me. Not just because I am the Director in a community that is facing challenging budget conversations surrounding parks and recreation, but as a human. It highlighted the value of community parks as a part of healthy communities, their value as crime reduction and prevention tools, their value for mental health and connection, and the value of parks as economic drivers. I see the value everyday in interactions with the people that use our facilities- people that might not talk to another person for the rest of the day, people who break a sweat and raise their heart rate before returning to a sedentary life, and people who are just looking for a way to spend time outside. I see it in the smiles of kids that learned a new skill, made a new friend, or discovered a new hobby. It is the best part of my job- and the most challenging, as people ask about some of the practices we have implemented this year as cost saving measures. I try to be honest. We are scaling back operations to reduce costs, and every time I hear some version of the same response, “it doesn’t look good”. I agree. But sometimes, we have to make hard choices to reach our goals- and the goal of this department is to “*provide the highest quality leisure activities, facilities, and services to our community to enhance the health, safety, and quality of life for the citizens of Willard, Missouri.*” We will keep working toward that goal.

I hope you have an opportunity to read the article.

<https://www.nrpa.org/blog/why-we-must-keep-investing-in-parks/>

The Willard Parks and Recreation Department has experienced a productive and impactful July, marked by strong community engagement, increased participation, and several notable program successes.

Aquatics and fitness operations continue to exceed expectations. The Willard Aquatic Center (WAC) has already surpassed its seasonal revenue goal with two weeks remaining in the pool schedule. Party pad rentals and swim lessons remain in high demand, and the swim team reached its target of 150 participants for the summer. Fitness center memberships are on the rise, particularly among residents over 60, and overall facility usage is steadily growing.

Summer camp programs have been a standout success, with attendance well beyond last year’s figures—particularly during summer school weeks, where numbers nearly doubled. A newly hired bus driver and a team of committed seasonal staff have helped manage the increased volume, while a creative approach to low-cost field trips has been met with enthusiastic parental feedback. These efforts have already pushed camp revenue past annual goals weeks ahead of schedule.

Special events and sports programming are thriving. Freedom Fest drew over 1,000 more attendees than in previous years, and events like the Fishing Derby and recent creative workshops filled to capacity. Youth baseball is progressing smoothly under updated rules, and soccer registration is already underway with strong early interest.

Our maintenance team has made significant progress in areas such as bridge repairs, field lighting diagnostics, safety enhancements like speed bumps for camp, and infrastructure improvements including the installation of new pumps at the pool and fencing at soccer. However, major infrastructure needs remain. Persistent roof leaks at the Community Building, outdated or failing sports lighting, overcrowded fitness spaces, and inadequate storage for equipment continue to challenge our operations. The Rec Center and other parks facilities (specifically the community building) are in need of both structural repairs and modernization.

Despite our staff's continued commitment and success in managing resources creatively, the growing gap between rising community expectations and flat support for staffing and capital needs presents a long-term challenge. We remain focused on addressing morale through recognition, team-building, and open communication, while continuing to deliver exceptional services to the community.



## BOARD OF ALDERS MEETING

TO: The Board of Alders

FROM:

SUBJECT:

**Department Head Report Planning and Zoning July 2025**



# CITY OF WILLARD, MISSOURI

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



## Planning Department Report

**August 2025**

### Permits - July

Permits Issued (July)	Fees collected (July)	Est. Value of Work (July)	Permits Issued (YtD)	Fees Collected (YtD)	Est. Value of Work (YtD)
8	\$1,071.13	\$1,031,546.00	81	\$148,342.79	\$6,268,444.13

*Sunshine requests included the US Census, Data Dodge Analytics, and Build-zoom*

### Current Development

Hoffman Hills Phase I: Finishing up. Multiple buildings are under construction. Looking to replat several lots.

Hoffman Hills Phase II: Multiple Building permits have been issued to build residential homes.

Stone Creek Phase II: Almost finished with subdivision. Have very few permits still out.

Generations Village: All building permits have been issued. They have received several Temporary Certificate of Occupancy (TCO's).

Rocky Point: Has Preliminary plat. Working on construction drawings and utility installation.

Mike Ruesch  
Director of Planning and Development  
417-742-5310

Other Business

1. Working on Landlord Registration codes for long term rentals.
2. Mediacom is installing fiber in the Hoffman hills area final cleanup is underway
3. Starting information gathering for a Master Parks and Trails Plan, will start community involvement late January 2025
4. Starting communication conduit installation codes for new subdivisions
5. Jackson Street sidewalk project moving forward to design
6. Utility upgrade to the Sac River Cowboy Church is complete
7. Looking into revision of the Inflow & Infiltration Codes
8. Coordinating information on a Master Transportation Plan
  - a. Coordinating the establishment of a steering committee to define the vision and purpose of the master transportation plan.



# **CITY OF WILLARD AGENDA REPORT**

## **Board of Alderman Regular Meeting**

**Meeting Date: August 11, 2025**

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**TO:** Board of Alderman

**FROM:** Leslie Perkins, Willard Police Department

**SUBJECT:** Monthly Report

**ATTACHMENTS:**



**Willard Police Department**  
**July 2025 - Monthly Statistical Report**



Administration	Officer – DSN	Case #'s
Tom McClain, Chief	1601-001	1
Shannon Shipley, Asst. Chief	1602-003	6
	<b>Total</b>	<b>7</b>

Squad #1	1607-050	Caleb Steen, Cpl.	36	Squad #2	1603-027	Steve Purdy, Sgt.	41
	1605-056	Mark Cole, Cpl.	47		1608-054	Stefan Collette, Cpl.	59
	1611-064	Danielle Cale, Officer	47		1610-061	Christian Smith, Sr. Officer	49
	1604-065	Anthony Hickox, Officer	71		1609-063	Cody Weatherford, Officer	28
	1606-067	Levi O'Neil, Officer	54				
	<b>Total</b>		<b>255</b>		<b>Total</b>		<b>177</b>

Reserves	Officer	Officer Names	Case #'s	Hours
	1644-057	Matthew Hanson, PT Officer		
	1641-014	Brian Gordon, Reserve		
	1642-015	JD Landon, Reserve		
	1645-047	Glenn Cozzens, Reserve		
	1646-031	Andrew Hunt, Reserve		
	1643-048	Tim Wheeler, Reserve		
	<b>Total</b>			
<b>Total Incidents for the month...</b>			<b>439</b>	

**Incident Statistics**

Felony	2	HBO (Handled by Officers)	313
Misdemeanor	2	Use of Force	1
Infraction	176	Dog at Large	2
Other (Services)	259	Neglect-2 /Abuse-0 /Bites-0	2

**Vehicle Maintenance**

Vehicle	Odometer Reading	Monthly Mileage	Shifts Used	Miles per Shift	Monthly Maintenance	Year to Date Maintenance
WPD-01 2021 Ford F-150	41,090	469	13	36		129.95
WPD-02 2021 Charger	82,727	1,299	14	93		191.46
WPD-03 2023 Charger	10,588	843	11	77	77.49	184.98
WPD-04 2023 Durango	48,221	2,382	18	132	54.96	244.73
WPD-05 2023 Charger	53,924	1,060	16	66		1,750.33
WPD-06 2023 Durango	34,945	1,428	16	89		222.48
WPD-07 2017 Explorer	35,899	627	13	48	427.50	427.50
WPD-08 2008 Harley	6,767	73	3	24		0
WPD-09 2023 Charger	6,481	2,075	16	130	107.49	107.49
WPD-10 2023 Charger	6,031	2,433	26	94	77.49	127.49

**Monthly Vehicle Maintenance Details**

WPD-01:	WPD-06:
WPD-02:	WPD-07: front & rear brake pads
WPD-03: oil change	WPD-08:
WPD-04: both wiper blades; washer fluid	WPD-09: oil change; rotate tires
WPD-05:	WPD-10: oil change



## BOARD OF ALDERS MEETING

TO: The Board of Alders

FROM:

SUBJECT:

**Department Head Report Public Works July 2025**

# **Public Works Report**

July 2025

79 - Service Orders

58 - Rereads

14 - After Hour Call ins

149 - Locates

29 - Shut Offs

4 - Meter/ERTS Replaced

## **Water Department**

1. Took routine & special water samples
2. New service line w/ road bore on farm Rd 89
3. Started Langston St. waterline replacement
4. Attended safety meeting over trenching/shoring
5. Began waterline installation on Jackson St.
6. Repaired leak on farm rd. 124
7. Repaired leak on poplar Ave.
8. Repaired leak on Alan Ave.
9. Set 2" meter for Generations Village
10. Flushing all throughout Meadows and Willard
11. Assisted streets department on several patches

## **Sewer Department**

1. Lift Station maintenance
2. Sewer Lagoon Pond maintenance
3. Continuing manhole inspections
4. Lagoon samples & EDMR
5. Unclog LS B check valve (3 times)
6. Camera throughout town
7. Attended safety meeting over trenching/shoring
8. Repaired sewer break on Arrowhead
9. Cleaned and straightened up sewer container
10. Checked storm drains in Hoffman Hills
11. Repaired two broken laterals on Langston

12. Assisted streets department in mowing and weed eating
13. Repaired chlorine monitor at Meadows Well #1
14. Picked up culverts for streets department
15. Jetting throughout town

### **Streets Department**

1. Continued mowing throughout town, both lawn mower and boom mower
2. Worked on cleaning up lagoons
3. Driveway patch on farm Rd 101
4. Large road patch on Hunt Rd.
5. Attended safety meeting over trenching/shoring
6. Repaired arrowhead sidewalk and installed truncated dome
7. Finished cowboy church dirt work
8. Dirt work on Osage
9. Cleaned up behind public works building
10. Repaired sinkhole on Miller Rd.
11. Dirt work on Langston
12. Dirt work on Arrowhead
13. Installed stop sign on Farm Rd. 103
14. Dropped off and picked up blue Ford tractor to get repaired
15. Replaced sign at Walnut and Grand Prairie
16. Asphalt patch in Hoffman Hills
17. Installed culverts and ditching on Langston
18. Jetted culvert on JFK



## BOARD OF ALDERS MEETING

TO: The Board of Alders

FROM: Rebecca Hansen

SUBJECT:

### **Board Attendance Report**



# 2025 BOARD ATTENDANCE REPORT

Item # 10.

ATTENDED: Y					SPECIAL SESSION	SPECIAL SESSION		SPECIAL SESSION
NAME	<u>1/13/2025</u>	<u>1/27/2025</u>	<u>2/10/2025</u>	<u>2/24/2025</u>	<u>3/10/2025</u>	<u>3/24/2025</u>	<u>4/14/2025</u>	<u>4/28/2025</u>
MAYOR TROY SMITH	Y	Y	Y	Y	Y	Y	Y	Y
CASEY BIELLIER	Y	Y	Y	Y	Y	Y	Y	Y
JEREMY HILL	Y	OUT	Y	OUT	Y	Y	Y	N
DAVID KEENE (MPT)	Y	Y	Y	Y	Y	Y	Y	Y
JOYCE LANCASTER	Y	OUT	Y	Y	Y	Y	Y	Y
SCOTT SWATOSH	Y	Y	OUT	Y	N	N	Y	Y
CAROL WILSON	Y	Y	OUT	Y	Y	Y	N	Y
NAME	<u>5/12/2025</u>	<u>5/27/2025</u>	<u>6/9/2025</u>	<u>6/23/2025</u>	<u>7/14/2025</u>	<u>7/28/2025</u>	<u>8/11/2025</u>	<u>8/25/2025</u>
MAYOR TROY SMITH	Y	Y	Y	Y	Y	Y		
CASEY BIELLIER	Y	Y	Y	Y	Y	Y		
JEREMY HILL	Y	Y	Y	Y	N	Y		
DAVID KEENE (MPT)	N	Y	N	Y	Y	Y		
JOYCE LANCASTER	Y	Y	Y	Y	Y	Y		
RACHEL MATHISON	Y	Y	Y	Y	Y	Y		
CAROL WILSON	N	Y	N	N	Y	Y		

NAME	<u>9/8/2025</u>	<u>9/22/2025</u>	<u>10/13/2025</u>	<u>10/27/2025</u>	<u>11/10/2025</u>	<u>11/24/2025</u>	<u>12/8/2025</u>	<u>12/22/2025</u>
MAYOR TROY SMITH								
CASEY BIELLIER								
JEREMY HILL								
DAVID KEENE (MAYOR PRO-TEM)								
JOYCE LANCASTER								
CAROL WILSON								




## BOARD OF ALDERS MEETING

TO: The Board of Alders

FROM: Jason Knight

SUBJECT:

**Community Center Fees**

**MEMORANDUM****To:** Board of Alders**From:** Jason Knight, Parks and Recreation Director**Date:** August 5, 2025**Subject:** Park Board Recommendation – Community Center Free Use Policy Review

At the recommendation of the Park Board following staff presentation of needs, I respectfully request the Board of Aldermen revisit the current ordinance governing free use of the Community Center by select user groups.

Following recent staff consultations with multiple contractors, it has been determined that the facility requires more than \$60,000 in roof repairs. In addition, significant interior updates and various building upgrades are needed to keep the facility safe, functional, and welcoming for the public.

Given the scope of these repair needs and the increasing financial demands on the department, the Park Board recommends that staff be directed to develop and propose alternative rate structures specifically for non-profit and community-serving groups. The intent is to maintain accessibility while also ensuring the long-term sustainability and upkeep of the Community Center.

**Action Required: NONE/FIO**

No action is required at this time. Staff will be conducting additional research to assess current user rates, identify affected groups, and develop proposed rate structures. A formal recommendation will be presented to the Board of Aldermen at a future meeting.



## BOARD OF ALDERS MEETING

TO: The Board of Alders

FROM: Wes Young/Public Works

SUBJECT:

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO PROCEED WITH THE PURCHASE OF A CATERPILLAR SKIDSTEER MACHINE AT A COST NOT TO EXCEED \$105,000**

**CITY OF WILLARD, MISSOURI  
RESOLUTION NO: 25-31**

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD,  
MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO PROCEED WITH THE  
PURCHASE OF A CATERPILLAR SKIDSTEER MACHINE AT A COST NOT TO  
EXCEED \$105,000.**

**WHEREAS**, on June 23, 2025, the Board of Aldermen approved an amended budget for Fiscal Year 2025, which included an allocation of \$105,000 for the purchase of a new high-flow skidsteer machine; and

**WHEREAS**, the City of Willard has obtained cooperative purchasing pricing through Sourcwell, a government cooperative purchasing program, for the purchase of a Caterpillar skidsteer at a total cost of \$104,653.93, which includes an 84-month / 3,000-hour Premier warranty; and

**WHEREAS**, the City seeks to enhance its internal capacity for completing street repairs and other public works functions through the acquisition of reliable, high-performance equipment; and

**WHEREAS**, the Board of Aldermen approved the surplussing of the broken CASE 60XT skidsteer on July 28, 2025, and the City anticipates recouping some residual value from its sale to partially offset the cost of the new unit; and

**WHEREAS**, Greene County will be providing the City \$30,000 in grant funding towards this purchase, thereby reducing the net cost to the City; and

**WHEREAS**, the Director of Public Works has reviewed available equipment options and recommends this purchase as being in the best long-term interest of the City based on price, capability, warranty coverage and anticipated longevity of the equipment to be purchased; and

**WHEREAS**, pursuant to Section 130.040 of the Willard Municipal Code, purchases exceeding \$50,000 require Board approval of a formal bid unless procured through a recognized cooperative purchasing agreement.

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

1. The Board of Aldermen hereby authorizes the City Administrator to proceed with the purchase of one (1) Caterpillar high-flow skidsteer at a total cost not to exceed \$105,000.
2. The City Administrator is further authorized to execute any and all necessary purchase documents and take such additional actions as may be required to

complete the acquisition, including processing any surplus sale of the existing CASE 60XT skidsteer.

3. The Board acknowledges that Greene County will provide \$30,000 in support of this acquisition and directs that such funds be allocated towards the purchase cost.
4. Further, the Board acknowledges that funds are anticipated shall be received from the sale of the CASE 60XT skidsteer and shall also be allocated towards the purchase cost.
5. This resolution shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED by the Board of Aldermen of the City of Willard, Missouri, this 11th day of August, 2025.**

---

Mayor Troy Smith

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Attested by Rebecca Hansen, City Clerk



### PRICING INFORMATION

PRICE AS EQUIPPED	\$104,653.93
<b>SUB TOTAL</b>	<b>\$104,653.93</b>
SALES TAX (0%)	\$0.00
<b>BALANCE DUE</b>	<b>\$104,653.93</b>

### EQUIPMENT PROTECTION PLAN

Standard Warranty:

24 Month or 2000 Hours, Premier For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

Extended Protection Plan:

**275-84 MO/3000 HR PREMIER**

### ESTIMATED DELIVERY

7/5/2025

### PURCHASE OPTIONS

Sourcewell Contract##011723-CAT  
City of Willard Sourcewell member number #111990

List price	\$144,242
Sourcewell discount from list 21%	<u>-\$30,290</u>
	= \$113,952
City of Willard Discount	-\$16,617
Dealer Prep/Assembly/Delivery	\$3,078
84 Month 3,000 Hour Premier warranty	<u>\$4,240</u>
<b>Total</b>	<b>\$104,653</b>

### Payment options

60 Months @ 5.49% = \$1,999 Per month

60 Months @ 5.49% = \$23,985 Annually

"TO EVER SERVE OUR CUSTOMERS BETTER"



## BOARD OF ALDERS MEETING

TO: The Board of Alders

FROM: Parks Department

SUBJECT:

**A RESOLUTION BY THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH DELONG PLUMBING FOR HVAC SERVICES AT THE CITY OF WILLARD RECREATION CENTER**



**CITY OF WILLARD, MISSOURI  
RESOLUTION NO: 25-32**

**A RESOLUTION BY THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH DELONG PLUMBING FOR THE PURCHASE OF AN HVAC UNIT FOR THE CITY OF WILLARD RECREATION CENTER**

**WHEREAS**, the City of Willard, ("the City") has a duty to maintain its municipal buildings for the use of its present and future residents; and

**WHEREAS**, The City of Willard Recreation Center has need of a new HVAC unit, as determined by ongoing performance issues and an inspection that determined replacement rather than repair was the viable option, and

**WHEREAS**, the City has anticipated the eventual need for replacement and has made annual budget provisions in preparation for this capital expense; and

**WHEREAS**, The City budgeted \$40,000 for the current fiscal year for the replacement of the HVAC unit and conducted a competitive solicitation for bids; and

**WHEREAS**, DeLong Plumbing has submitted the lowest and most responsive bid for the HVAC services needed;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Alders authorizes acceptance of the bid for HVAC services submitted by DeLong Plumbing, as seen in Exhibit A

Section 2: The Board of Alders hereby authorizes the City Administrator to initiate the HVAC replacement project and to execute any and all documents necessary to complete the purchase, installation, and associated work, and to pay DeLong Plumbing an amount not to exceed \$36,121, plus a contingency amount not to exceed 10% of the bid amount to cover any unforeseen repair costs incurred by the contractor. Should the total cost, including contingency, exceed the 10% threshold, a formal change order shall be submitted to the Board for further consideration and approval.

Section 3: This resolution shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** by the Board of Aldermen of the City of Willard, Missouri, this 11th day of August, 2025.

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Mayor Troy Smith

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Attested by Rebecca Hansen, City Clerk

**City of Willard  
Recreation Center  
HVAC Unit Replacement**

With over 30 years of experience in the plumbing and heating and air industry, DeLong Plumbing is uniquely positioned to meet the requirements outlined in the IFB for the Willard Recreation Center's HVAC unit replacement. Our team of experts specialize in HVAC system design, energy efficiency, indoor air quality, and general maintenance. We have a proven track record of delivering successful projects for clients.

We have carefully reviewed your IFB and understand the scope of work. Our ability to meet your requirements is demonstrated by our recent work with Lake Regional Medical Center and Fields Elementary.

We offer a one-year parts and labor warranty along with a 4 additional year compressor only warranty. Technicians are available 24/hours for service and troubleshooting. We offer maintenance agreements to ensure optimal performance and longevity of units installed.

The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statement therein does not in whole or part mislead the city as to any material facts.

- **HVAC Foreman**

Contact: Kelly Gilden / 417-315-2729 / [kelly@delongplumbing.com](mailto:kelly@delongplumbing.com)

Signature Kelly Gilden Date 7-29-25

- **Ownership**

Contact: Michael Johnston / 417-872-5284 / [michael@delongplumbing.com](mailto:michael@delongplumbing.com)

Signature Michael Johnston Date 7-29-25

July 29, 2025

**SUBMITTED TO:**

City of Willard  
224 W. Jackson  
Willard, MO 65781  
417-742-5381  
[parkdir@cityofwillard.org](mailto:parkdir@cityofwillard.org)

**JOBSITE ADDRESS**

HVAC Unit Replacement  
Willard Recreation Center  
233 N. State Highway Z,  
Willard, MO 65781

**Trane Equipment**

- 1 - AHU - TWE180K3BAAP01L\* TWE180K3BAA
- 1 - BAYMODU001A SYMBIO OPTIONS MODULE
- 1 - BAYHTRR350A ELECTRIC HEATER, 37.42/49.84 KW, 208/230V, 3 PH
- 1 - Heat Pump - TWA180K3DAAE02Q\*

Duct, electrical, and drain connect to existing  
Removal and reinstallation of ceiling grid by professional

**Labor & Materials:      \$ 36,121.00**

*Acknowledge Addendum 1*

**\*\*One Year Parts and Labor Warranty**

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. THE ABOVE WORK IS TO BE PERFORMED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS SUBMITTED FOR ABOVE WORK AND TO BE COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COST WILL BE EXECUTED ONLY UPON WRITTEN ORDER AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 7 DAYS.

PER **KELLY GILDEN**

SIGNATURE



PAYMENTS TO BE MADE AS FOLLOWS: ½ DOWN, BALANCE ON COMPLETION

1 ½% per month service charge (18% annual rate) on accounts past due, plus the costs of collection, including reasonable attorney's fees, if collection efforts and/or a lawsuit is necessary

ALL ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENTS WILL BE MADE AS OUTLINED ABOVE.

DATE

SIGNATURE

**NOTICE TO OWNER:** FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICE TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429 RSMO. TO

**AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR LIEN WAIVERS FROM ALL PERSONS SUPPLYING MATERIALS OF SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.**



RLI Insurance Company  
P.O. Box 3967 Peoria IL 61612-3967  
Phone: 309-692-1000 Fax: 309-692-8637

## BID BOND

Item # 13.

KNOW ALL MEN BY THESE PRESENTS,

That We, Delong Plumbing Two, Inc  
of 1312 S. Scenic Ave, Springfield, MO 65802

as Principal, and RLI Insurance Company, of Peoria,  
Illinois, as Surety, an Illinois corporation duly licensed to  
do business in the State of Missouri, are held and firmly bound unto  
City of Willard 224 West Jackson, Willard, MO, as Obligee, in the penal sum of  
Five Hundred & 00/100 Dollars  
(\$500.00), for the payment of which the Principal and the Surety bind themselves, their heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a  
proposal or a bid to the Obligee on a contract for

HVAC Unit Replacement for Recreation Center  
233 N State Hwy Z Willard

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified  
therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for  
the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will  
pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the  
obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event  
shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to  
be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety  
(90) days after the acceptance of said bid of the Principal by the Obligee.

SIGNED, SEALED AND DATED this 29th day of July, 2025.

Delong Plumbing Two, Inc  
Principal  
By: [Signature] President

RLI Insurance Company  
By: [Signature]  
Kellie Sansom Attorney in Fact

# POWER OF ATTORNEY

Item # 13.

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Roger Lindstrom, Aaron Sharpe, Greg Lindstrom, Mark Gambon, Kellie Sansom, Emily Berg, Sheryl C. Amos, Jared Ballard, Luke Nixon, jointly or severally

in the City of Springfield, State of Missouri its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 1st day of April, 2025.



**RLI Insurance Company  
Contractors Bonding and Insurance Company**

By: Eric Raudins Sr. Vice President

State of Illinois } SS  
County of Peoria

On this 1st day of April, 2025, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott Notary Public



JILL A SCOTT  
Notary Public  
State of Ohio  
My Comm. Expires  
September 22, 2025

### CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 29th day of July, 2025.

**RLI Insurance Company  
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick Corporate Secretary

**To:** Willard Park Board  
**From:** Jason Knight, Parks and Recreation Director  
**Date:** August 5 2025  
**Subject:** HVAC Replacement at the Recreation Center

**Overview:**

After recent inspection and ongoing performance issues, it has been determined that the existing HVAC unit at the Willard Recreation Center is no longer functioning efficiently and is beyond reasonable repair. The system has experienced consistent failures, resulting in discomfort for patrons and staff, as well as increased maintenance costs.

**Bids and Recommendation:**

Staff solicited bids for full replacement of the HVAC unit. After review, DeLong Plumbing submitted the lowest and most competitive bid. All bids were for “like for like” replacement of unit with the same equipment. DeLong’s reputation for quality work, familiarity with municipal facilities, and ability to complete the work within a timely window support staff’s recommendation.

**Recommendation:**

Staff recommends awarding the HVAC replacement project to **DeLong Plumbing** as the lowest responding bidder.

After presentation to the Park Board, the Park Board recommended that I present the same to the BOA with the recommendation that the BOA approve the bid from **DeLong Plumbing** as the lowest responding bidder.



2025 HVAC Willard Recreation Center

7/29/25

Company

Quote

1	US Engineering Service	\$ 51,469.-
2	Gold Mechanical	\$ 51,902. <sup>85</sup>
3	MSI Constructors	\$ 69,500.-
4	Jameson Heating & Air	\$ 47,950.-
5	De Long Plumbing, Heating & Air	36,121.-
6		
7		
8		



## BOARD OF ALDERS MEETING

TO: The Board of Alders

FROM: Wes Young

SUBJECT:

**A RESOLUTION BY THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, APPROVING A SETTLEMENT WITH IWORQ SYSTEMS, INC. AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT AND ENSURE TIMELY ISSUANCE OF A SETTLEMENT PAYMENT TO IWORQ SYSTEMS, INC.**

**CITY OF WILLARD, MISSOURI  
RESOLUTION NO: 25-33**

**A RESOLUTION BY THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, APPROVING A SETTLEMENT WITH IWORQ SYSTEMS, INC. AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT AND ENSURE TIMELY ISSUANCE OF A SETTLEMENT PAYMENT TO IWORQ SYSTEMS, INC.**

**WHEREAS**, the City of Willard and iWorQ Systems, Inc. ("iWorQ") were parties to a software services agreement; and

**WHEREAS**, a dispute arose between the City and iWorQ regarding the performance and billing under said agreement; and

**WHEREAS**, the parties have reached a mutual agreement to resolve the dispute without admission of liability or wrongdoing by either party, and desire to avoid further costs or potential litigation by entering into a written Settlement Agreement; and

**WHEREAS**, the terms of the Settlement Agreement provide for the City to pay iWorQ the amount of Five Thousand Dollars (\$5,000.00) in full and final settlement of all claims within 30 days of approving the agreement; and

**WHEREAS**, the Board of Alders has reviewed and considered the Settlement Agreement, a copy of which is attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AS FOLLOWS:**

**Section 1.** The Board of Alders hereby approves the Settlement Agreement with iWorQ Systems, Inc., as attached hereto and marked as Exhibit A.

**Section 2.** The City Administrator is hereby authorized to execute the Settlement Agreement to effectuate the terms of the settlement.

**Section 3.** Payment of the settlement amount of Five Thousand Dollars (\$5,000.00) is hereby authorized, and the City Administrator and Chief Financial Officer are directed to take all actions necessary to ensure timely remittance of said funds.

**Section 4.** This resolution shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED by the Board of Aldermen of the City of Willard, Missouri, this 11th day of August, 2025.**

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Mayor Troy Smith

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Attested by Rebecca Hansen, City Clerk

## **RELEASE AND SETTLEMENT AGREEMENT**

This Release and Settlement Agreement (the "Agreement") is made and entered into this 6th day of June, 2025, by and between the City of Willard, Missouri (the "Plaintiff"), a municipal corporation organized under Missouri law, and iWorQ Systems, Inc. (the "Defendant"), a corporation with its principal place of business at 1125 West 400 North, Suite 102, Logan, Utah 84321 (collectively, the "Parties").

### **RECITALS**

**WHEREAS**, the Plaintiff filed a Petition against the Defendant disputing the validity or enforceability of two related service agreements between the Parties, the first executed January 1, 2023, and the second May 17, 2024 (collectively, the "Contracts"); and

**WHEREAS**, the Defendant disagrees with Plaintiff's position and alleges that the Contracts are valid and enforceable; and

**WHEREAS**, the Parties desire to fully and finally resolve all claims and disputes between them arising from or related to the Contracts without further recourse to litigation.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **No Admission of Liability.** The Parties acknowledge and agree that this Agreement does not constitute an admission of liability or wrongdoing by either Party. The Parties are entering into this Agreement solely to avoid the burden, expense, inconvenience, and uncertainty of further litigation.
2. **Settlement Amount.**
  - a. The Plaintiff shall pay the Defendant the total sum of Five Thousand Dollars (\$5,000.00) (the "Settlement Amount") to resolve all claims between the Parties.
  - b. The Settlement Amount shall be paid by the Plaintiff to the Defendant in a lump sum within thirty (30) calendar days of the Effective Date of this Agreement, as defined in Section 10 below.
3. **Release of Claims.** The Plaintiff and Defendant hereby mutually release and forever discharge each other, including their respective agents, directors, employees, officers, successors, and assigns, from any and actions, causes of action, claims, demands, or liabilities of any kind whatsoever, whether known or unknown, suspected or unsuspected, contingent or fixed, arising out of or related the Contracts, including any claims that were or could have been raised in the lawsuit. This release applies to both past and future claims and shall be construed as broadly as permitted under applicable law.
4. **Dismissal of Petition.**



- a. As further consideration for this Agreement, within five (5) business days of the Effective Date, the Plaintiff shall file a Stipulation of Dismissal with Prejudice in the Circuit Court of Greene County, Missouri, dismissing with prejudice all claims asserted in the Petition filed against the Defendant in Case No. 2531-CC00192.
  - b. The Stipulation of Dismissal shall provide that all claims asserted by the Plaintiff against the Defendant in the above-referenced action are dismissed with prejudice, with each Party to bear its own attorneys' fees, costs, and expenses incurred.
  - c. Plaintiff agrees to take all necessary steps to ensure the Petition is dismissed with prejudice, including but not limited to executing any additional documents by the court to effectuate such dismissal.
  - d. The Parties agree that the dismissal of the Petition with prejudice shall operate as a final adjudication on the merits of all claims that were or could have been asserted in the action.
  - e. In the event the court requires a motion or other filing beyond a Stipulation of Dismissal, the parties agree to cooperate fully in preparing and filing such documents as may be necessary to obtain an order of dismissal with prejudice from the court.
  - f. The Parties acknowledge and agree that the dismissal of the Petition with prejudice is a material term of this Agreement, and that failure to effectuate such dismissal shall constitute a material breach, entitling the non-breaching Party to seek specific performance or other appropriate relief from a court of competent jurisdiction.
  - g. Nothing in this clause shall be construed to limit or modify the releases provided in Section 5 of this Agreement.
5. **Mutual Non-Disparagement.** As further consideration for this Agreement, the Parties agree to not make any disparaging or negative remarks about each other, the settlement, or the subject matter of the dispute to any third party, except as required by law or in response to a valid subpoena or court order. This provision shall not be construed to prevent either Party from making truthful statements in any administrative or legal proceeding as otherwise required by law.
6. **Confidentiality.** As further consideration for this Agreement, the Parties agree to maintain the confidentiality of the terms of this Agreement and any related negotiations except:
- a. As required by law, regulation, or valid court order;
  - b. For the purpose of enforcing this Agreement;
  - c. To their respective attorneys, accountants, or financial advisors who have a need to know and agree to keep such information confidential; and
  - d. In the case of the Plaintiff, as may be required by applicable open records laws or municipal reporting requirements.



7. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without giving effect to any choice of law or conflict of law provisions. Any disputes related to the enforcement of this Agreement shall be subject to the exclusive jurisdiction of the courts in Greene County, Missouri.
8. **Enforcement of Agreement.** Any breach of this Agreement by either Party shall entitle the non-breaching Party to seek enforcement through the courts. In any action to enforce this Agreement, the prevailing Party shall be entitled to recover all costs, including reasonable attorneys' fees, expert witness fees, and court costs incurred in enforcing this Agreement.
9. **Attorney's Fees and Costs.** Except as provided in Section 8 above, each Party shall bear its own attorneys' fees, costs, and expenses incurred in connection with the negotiation, preparation, and execution of this Agreement and the resolution of the dispute between the Parties.
10. **Entire Agreement and Modifications.** This Agreement represents the entire understanding between the Parties and supersedes any prior agreements, negotiations, or understandings, whether oral or written. Any amendments or modifications to this Agreement must be in writing and signed by both Parties to be effective.
11. **Effective Date.** This Agreement shall become effective on the date when it has been signed by both Parties (the "Effective Date").
12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Digital, electronic, or facsimile signatures shall be deemed to have the same legal effect as original signatures.
13. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable in any respect, such illegality, invalidity, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such illegal, invalid, or unenforceable provision had never been contained herein.
14. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No failure or delay by either Party in exercising any power, remedy, or right under this Agreement shall operate as a waiver of any such power, remedy, or right.
15. **Contractual Nature of Agreement.**
  - a. The Parties hereby acknowledge and agree that:
    - i. This Agreement and all of its terms, provisions, covenants, and conditions are contractual in nature and not mere recitals.
    - ii. The terms, provisions, covenants, and conditions contained herein constitute binding and enforceable contractual obligations between the Parties.



- iii. Each Party has received valid and sufficient consideration for entering into this Agreement, and such consideration is contractual and not a mere recital.
- b. In the event of any dispute regarding the interpretation or enforcement of this Agreement, the Parties agree that the terms herein shall be given full contractual effect and shall not be treated as mere recitals.
- c. No Party shall challenge the validity or enforceability of this Agreement on the grounds that any term, provision, covenant, or condition herein is a mere recital rather than a contractual obligation.
- d. The Parties acknowledge and agree that this clause is an essential term of the Agreement, without which they would not have entered into this settlement.

**16. Acknowledgement and Voluntary Execution.**

- a. The Parties hereby acknowledge and represent that:
  - i. They have carefully read this Agreement in its entirety;
  - ii. They fully understand the terms, contents, and legal effects of this Agreement;
  - iii. They have had the opportunity to consult with legal counsel of its choice prior to entering into this Agreement and has done so or knowingly declined to do so;
  - iv. They have relied solely on their own judgment and the advice of their own legal counsel, if any, in deciding to enter into this Agreement;
  - v. No agreement, inducement, or promise not expressed in this Agreement has been made to them;
  - vi. They are legally competent to execute this Agreement;
  - vii. They are signing this Agreement voluntarily, of their own free will, without any coercion or undue influence; and
  - viii. They fully understand and intend that this Agreement shall be final and binding upon them according to its terms.
- b. Each Party further acknowledges and agrees that it is executing this Agreement as its own free act and deed, with full authority to do so.
- c. Each Party further acknowledges that they have been given sufficient time to consider the terms of this Agreement before signing.

**17. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

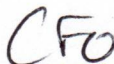


IN WITNESS WHEREOF, the Parties have executed this Release and Settlement Agreement as of the Effective Date.

\_\_\_\_\_  
City of Willard

  
\_\_\_\_\_  
Service Provider

\_\_\_\_\_  
Position

  
\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date



## BOARD OF ALDERS MEETING

TO: The Board of Alders

FROM: Wes Young/Public Works

SUBJECT:

**A RESOLUTION BY THE BOARD OF ALDERS OF THE CITY OF WILLARD,  
MISSOURI, AUTHORIZING THE PURCHASE OF METERS AND ELECTRONIC  
RADIO TRANSMITTERS (ERTs) FROM A SINGLE SOURCE VENDOR**

**CITY OF WILLARD, MISSOURI  
RESOLUTION NO: 25-34**

**A RESOLUTION BY THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE PURCHASE OF METERS AND ELECTRONIC RADIO TRANSMITTERS (ERTs) FROM A SINGLE SOURCE VENDOR**

**WHEREAS**, the City of Willard is responsible for maintaining and upgrading its water utility infrastructure to ensure accurate and reliable metering of customer usage; and

**WHEREAS**, the Department of Public Works has identified the need to purchase 666 water meters and 608 electronic radio transmitters (ERTs) to support ongoing business through new service, upgrades and replacements; and

**WHEREAS**, the ERTs must be procured from a sole authorized provider of this proprietary equipment, at a fixed cost of \$115.00 per unit, totaling \$69,920.00; and

**WHEREAS**, the compatible water meters, priced at \$75.00 per unit for a total of \$49,950.00, are also being procured from the same vendor to ensure system compatibility and operational continuity; and

**WHEREAS**, the City's purchasing policy allows for single-source procurement when supported by written justification, and the Department of Public Works has provided appropriate justification for this purchase based on vendor exclusivity, system compatibility, and operational efficiency; and

**WHEREAS**, there is a long lead time for receiving this equipment, and it is in the City's interest to avoid any disruption to utility operations by ensuring a sufficient quantity is maintained on hand for anticipated needs; and

**WHEREAS**, the City budgeted \$120,000.00 for meter purchases in the current fiscal year, of which only \$3,963.50 has been spent to date;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AS FOLLOWS:**

**Section 1.** The Board of Alders hereby authorizes the purchase of 608 Itron ERTs at a cost of \$115.00 per unit, totaling \$69,920.00, and 666 compatible water meters at a cost of \$75.00 per unit, totaling \$49,950.00, for a combined total purchase amount of \$119,870.00.

**Section 2.** The Board of Alders acknowledges and approves the justification provided by the Department of Public Works for procuring these items from a single source vendor in accordance with the City's purchasing policy.

**Section 3.** The City Administrator is hereby authorized to execute any and all documents necessary to complete this purchase on behalf of the City.

**Section 4.** This resolution shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** by the Board of Alders of the City of Willard, Missouri, this 11th day of August, 2025.

---

Mayor Troy Smith

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Attested by Rebecca Hansen, City Clerk

## Single Source/Sole Source Justification Form

(Page 1 of 2)

Complete this form for contracts with a value greater than \$30,000 (for all funds) where competition may be restricted or where multiple proposals were not obtained. Completing this form does not guarantee that the proposed vendor will be selected. The Chief Financial Officer/City Administrator may require additional information. It is the requestor's responsibility to provide all the required information and documentation indicated on this form.

## Definitions:

*Sole Source*—The **ONLY** known source for unique products & services with no other options available

*Single Source*—Circumstances dictate use of this vendor despite other potential options. (i.e availability, timeliness, locality, etc...)

This completed form is required to be submitted with the Contract Request Form along with any additional supporting documentation.

\*\*\*\*\*

Requesting Department Name

Public Works Department

Vendor Name

United Systems & Software

## A: Explanation for Single/Sole Source

Select one or more of the following statements (check the box) to support why the contract request attached and noted above should be a single/sole source purchase. **ANY** selection requires explanation in the additional space provided.

- ☒ 1. Items sold through vendor only; no other comparable vendor available.
- ☒ 2. Must match existing piece of equipment. Available only from the same source of original equipment.
- ☐ 3. Upgrade to existing system. Available only from the producer of this system who sells on a direct basis only
- ☐ 4. Repair/Maintenance service requires expertise in operations on unit. Necessary parts unavailable from any source except original equipment manufacturer or their designated servicing dealer.
- ☐ 5. Service(s) provided by the vendor are unique and therefore competitive bids are not applicable as clearly detailed below.
- ☐ 6. Other vendors available, but do not meet end user requirements as clearly detailed below.
- ☐ 7. Competitive bidding is possible but will not yield value for reasons clearly defined below.
- ☐ 8. Other reason.

Explanation for section (A) is required for ANY selected statement. Information provided might include research performed or subject matter expertise detailed to justify the use of this particular vendor. This must clearly indicate why the proposed vendor is the ONLY vendor that will meet your requirements. (Please attach documents if additional space is required)

End user explanation:

The City of Willard uses  
Iron for meter reading.  
It is sold exclusively  
by United Systems only

CFO/City Administrator Attestation:

I agree with the explanation provided for the following reason(s).

Proprietary  
System

## B: Establishment of the Reasonableness of the Price

(Page 2 of 2)

Select one or more of the following statements (check the box) to indicate why you feel the accepted non-competitive price was fair and reasonable. ANY selection requires explanation in the additional space provided.

- ☐ 1. The quoted prices compare favorably to market prices, or to previous prices obtained and found to be fair and reasonable, which were paid for the same or similar items on:  
(Date) \_\_\_\_\_ (Contract No.) \_\_\_\_\_
- ☒ 2. The vendor has certified that the prices offered are equal to or lower than those offered to any government agency or private institution for both like items/services and quantities. (Includes published discounts)
- ☐ 3. Independent sources indicate that this price is reasonable (i.e. Public Contracts, etc.)
- ☐ 4. Other reason.

Explanation for section (B) is required for ANY selected statement. Information provided might include a catalog price page, pricing for similar products, cooperative bidding, or other price comparison information gathered to justify price reasonableness.

United Systems is the sole source seller for iron products and uses the same pricing across the board for municipalities that utilize their system.

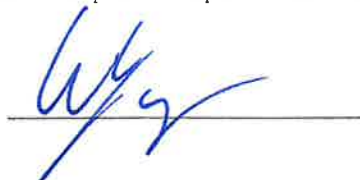
Please attach any additional justification information that would support the above explanations.

I certify that to the best of my knowledge I have investigated and found that the above reasons and explanations justify this contract request as a single/sole source procurement, and that price reasonableness is adequately confirmed. I am the individual who has gathered and provided this detailed information and any further questions regarding these details can be directed to my attention.

Signature \_\_\_\_\_

Date 8/6/25Print Name Trevor HoffmanTitle Public Works DirectorE-mail address Pwde@CityofWillard.orgPhone # 417-742-5320

## CFO/City Administrator Attestation:

☒ Justification appears appropriate.☐ Justification appears inappropriate. Department representative has been advised the status of the order. Explanation is attached.CFO/City Administrator  
ApprovalDate 8/8/25

## Single Source/Sole Source Justification Form

(Page 1 of 2)

Complete this form for contracts with a value greater than \$30,000 (for all funds) where competition may be restricted or where multiple proposals were not obtained. Completing this form does not guarantee that the proposed vendor will be selected. The Chief Financial Officer/City Administrator may require additional information. It is the requestor's responsibility to provide all the required information and documentation indicated on this form.

## Definitions:

**Sole Source**-The **ONLY** known source for unique products & services with no other options available

**Single Source**-Circumstances dictate use of this vendor despite other potential options. (i.e availability, timeliness, locality, etc...)

This completed form is required to be submitted with the Contract Request Form along with any additional supporting documentation.

\*\*\*\*\*

Requesting Department Name

Public Works Department

Vendor Name

Midwest Meter

## A: Explanation for Single/Sole Source

Select one or more of the following statements (check the box) to support why the contract request attached and noted above should be a single/sole source purchase. **ANY** selection requires explanation in the additional space provided.

- ☒ 1. Items sold through vendor only; no other comparable vendor available.
- ☒ 2. Must match existing piece of equipment. Available only from the same source of original equipment.
- ☐ 3. Upgrade to existing system. Available only from the producer of this system who sells on a direct basis only
- ☐ 4. Repair/Maintenance service requires expertise in operations on unit. Necessary parts unavailable from any source except original equipment manufacturer or their designated servicing dealer.
- ☐ 5. Service(s) provided by the vendor are unique and therefore competitive bids are not applicable as clearly detailed below.
- ☐ 6. Other vendors available, but do not meet end user requirements as clearly detailed below.
- ☐ 7. Competitive bidding is possible but will not yield value for reasons clearly defined below.
- ☐ 8. Other reason.

Explanation for section (A) is required for ANY selected statement. Information provided might include research performed or subject matter expertise detailed to justify the use of this particular vendor. This must clearly indicate why the proposed vendor is the **ONLY** vendor that will meet your requirements. (Please attach documents if additional space is required)

## End user explanation:

The City has used Badger meters with Itron Connect since 2012. This was approved by the board of alderman at that time to exclusively use Badger meters.

## CFO/City Administrator Attestation:

I agree with the explanation provided for the following reason(s).

No other vendors with compatible equip.



## B: Establishment of the Reasonableness of the Price

(Page 2 of 2)

Select one or more of the following statements (check the box) to indicate why you feel the accepted non-competitive price was fair and reasonable. ANY selection requires explanation in the additional space provided.

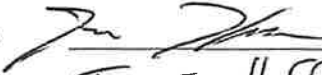
- ☐ 1. The quoted prices compare favorably to market prices, or to previous prices obtained and found to be fair and reasonable, which were paid for the same or similar items on:  
(Date) \_\_\_\_\_ (Contract No.) \_\_\_\_\_
- ☒ 2. The vendor has certified that the prices offered are equal to or lower than those offered to any government agency or private institution for both like items/services and quantities. (Includes published discounts)
- ☐ 3. Independent sources indicate that this price is reasonable (i.e. Public Contracts, etc.)
- ☐ 4. Other reason.

Explanation for section (B) is required for ANY selected statement. Information provided might include a catalog price page, pricing for similar products, cooperative bidding, or other price comparison information gathered to justify price reasonableness.

Midwest Meter has been Willard's Badger meter Vendor for over 10 years, and have always offered the best pricing to government agencies.

Please attach any additional justification information that would support the above explanations.

I certify that to the best of my knowledge I have investigated and found that the above reasons and explanations justify this contract request as a single/sole source procurement, and that price reasonableness is adequately confirmed. I am the individual who has gathered and provided this detailed information and any further questions regarding these details can be directed to my attention.

Signature  Date 8/6/25  
 Print Name Trevor Hoffman Title Public Works Director  
 E-mail address Pwd@CityofWillard.org Phone # 417-742-5320

\*\*\*\*\*

## CFO/City Administrator Attestation:

- ☒ Justification appears appropriate.
- ☐ Justification appears inappropriate. Department representative has been advised the status of the order. Explanation is attached.

CFO/City Administrator  
Approval



Date

8/8/25





AMR / AMI | SOFTWARE | WATER LOSS

Item # 15.



# Quotation

**For:**

City of Willard, MO  
Phone: 417.742.5303 - Email: [pwd@cityofwillard.org](mailto:pwd@cityofwillard.org)

**Prepared By:**

Alex Boyd, United Systems  
P.O. Box 547 – 91 Southwest One Blvd, Benton, KY 42025  
Phone: 270.527.3293 - Email: [alexbo@united-systems.com](mailto:alexbo@united-systems.com)

Date	PO Number	Shipping Method	Shipping Terms	Delivery Date
August 8, 2025	TBD	Best Way	Shipping Not Included	~TBD

Qty	Item # - Description	Unit Price - \$	Line Total - \$
Services-			
608	ERW-1350-001 100W+ Encoder 3 Port (New Style)	\$115.00	\$69,920.00
608	CFG-1601-001 New Style 100W Through Lid Mounting Kit	\$5.00	\$3,040.00
<b>TOTAL</b>			<b>\$72,960.00</b>

General— Unless specifically stated to the contrary, prices do not include shipping and/or sales tax, if applicable. Likewise, this quotation does not include technical services related to setup, installation & configuration of proposed items unless specifically stated above. Endpoint orders not in box quantity are assessed a broken box fee of \$25. All related invoices shall be paid on a Net 10 Day basis. This quotation shall remain firm for thirty (30) days from the quotation date, unless modified in writing by USS prior to USS acceptance.



200 East Franklin, PO Box 318  
Edinburg, IL 62531  
217-623-4064



**Customer:**  
City of Willard, MO

**Date** 8/11/2025  
**Delivery** 6-10 weeks  
**Salesman** Christopher Herndon  
816-516-4209 Cell  
**FOB** Edinburg, IL  
**Terms** Net 30 Days  
**Expiration** 10/31/2025

Quantity	Description	Price	Line Total
280	Badger Model 25 Bronze 5/8x3/4 with HRE and Itron connector	\$178.00	\$49,840.00
		<b>Total</b>	\$49,840.00



## BOARD OF ALDERS MEETING

TO: The Board of Alders

FROM: Wes Young

SUBJECT:

**AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION FOR RELOCATED WATER STORAGE SPACE IN STOCKTON LAKE (FIRST AND SECOND READ)**

**First Reading: 07/28/25**  
**Bill No.: 25-42**

**Second Reading: 07/28/25**  
**Ordinance No.: 250714**

**AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION (JMUC) FOR REALLOCATED WATER STORAGE SPACE IN STOCKTON LAKE**

**WHEREAS**, The City of Willard (“The City”) seeks to enhance the quality and efficiency of its municipal utilities, including water; and

**WHEREAS**, The City recognizes that joining the Southwest Missouri Joint Municipal Water Utility Commission will provide access to participate in developing infrastructure, cost-effective solutions, and shared resources; and

**WHEREAS**, such participation is authorized by Missouri Revised Statute Section 393.710, which allows municipalities to form joint municipal utility commissions; and

**WHEREAS**, before executing any contract with the Corps, JMUC must have sub agreements in place with all participating members to pay these costs;

**WHEREAS**, JMUC anticipates entering into “pass-through” subcontracts with its members, which will suballocate a portion of JMUC’s storage space to each member in exchange for an agreement to pay a proportional share of JMUC’s costs

**WHEREAS**, the Board of Alders of the City of Willard, Missouri has previously approved Ordinance 250609A, authorizing the appointment of one director and one alternate to the Southwest Missouri Joint Municipal Water Utility Commission and seeks to enter into an agreement to secure additional water resources in the future;

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

**SECTION I:** The Board of Aldermen hereby authorizes the Mayor to execute an agreement (the “Pass Through Contract”) for water storage space in Stockton Lake and all necessary assurances, on behalf of the City of Willard, a municipal corporation, with the Southwest Missouri Joint Municipal Water Utility Commission, in substantially the form attached as Exhibit 1. The Mayor, City Administrator, and other appropriate City officials are hereby authorized to execute the Pass- Through Contract, Memorandum of Understanding and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation and the intent of the Memorandum of Understanding

**SECTION II:** This ordinance shall take effect and be in full force upon and after its passage and approval.

Read two times and passed at a meeting of the Board of Alders of the City of Willard, Missouri, on the **28<sup>th</sup> day of July, 2025.**

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

Troy Smith, Mayor

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

Rebecca Hansen, City Clerk

Approved as to Form: \_\_\_\_\_

Holly Dodge, City Attorney

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MEMORANDUM OF UNDERSTANDING  
BETWEEN SOUTHWEST MISSOURI WATER  
AND  
THE CITY OF WILLARD, MISSOURI  
REGARDING  
REALLOCATED WATER STORAGE SPACE IN STOCKTON LAKE

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), entered into this 28<sup>th</sup> day of July, 2025, by and between Southwest Missouri Joint Municipal Water Commission ("JMUC") and City of Willard ("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, User has approved execution of a contract to become a member of JMUC;

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

WHEREAS, to this end, JMUC has been working with the U.S. Army Corps of Engineers ("Corps") for many years to secure a "storage contract" authorizing JMUC and/or its members to use storage in that project for water supply purposes;

WHEREAS, JMUC has reason to believe that the Corps' leadership will sign a Record of Decision authorizing a contract substantially similar to the draft attached as Exhibit A in the near future (the "Storage Contract");

WHEREAS, JMUC anticipates the Storage Contract will grant permanent right to utilize 90,790 acre-feet of storage space in Stockton Lake to store water for municipal and industrial water supply purposes; a storage volume that is expected to provide a safe yield of approximately 38 million gallons per day ("mgd");

WHEREAS, JMUC further anticipates the Storage Contract will obligate JMUC to make annual payments to the Corps of approximately \$1.7 million; occasional additional payments for "repair, rehabilitation, and maintenance costs," which will be incurred as needed; and additional annual payments to cover "operations and maintenance costs" at Stockton Lake;

WHEREAS, before executing any contract with the Corps, JMUC must have agreements in place with participating members to pay these costs;

WHEREAS, JMUC anticipates entering into "pass-through" subcontracts with its members to suballocate a portion of JMUC's storage space to the member in exchange for an agreement to pay a portion of JMUC's costs;

WHEREAS, JMUC anticipates that the subcontracts will be substantially similar to the Template Contract attached to this MOU as Exhibit B (the "Subcontract");

WHEREAS, to finalize the Subcontracts and to advance its negotiations with the Corps, JMUC must have a strong sense of the amount of storage each of its members is prepared to take, even if the storage volumes that will be contracted to each member may change slightly at the margins;

WHEREAS, JMUC has requested that each of its members make a non-binding commitment to enter into subcontracts substantially similar to the Draft Subcontract for a specific volume of storage at a specific price; and

WHEREAS, while the requested commitment is explicitly non-binding, User understands that JMUC will rely on it for planning purposes and that any departure from it could jeopardize JMUC's ultimate ability to secure any contract with the Corps.

NOW, THEREFORE, this memorandum documents the following understanding:

1. On the terms specified in the Draft Subcontract, User anticipates contracting for 1,195 acre-feet of storage space, which amounts to 1.32 % of the total storage space available to JMUC and is expected to provide a safe yield of 0.5 million gallons per day on an average annual basis.

2. In exchange for the storage rights provided in Paragraph 1, User anticipates paying 1.32 % of JMUC's annual costs in addition to other costs specified by the Draft Subcontract, which are estimated to be approximately \$ 26,638 per year.

THE CITY OF WILLARD,  
MISSOURI

SOUTHWEST MISSOURI JOINT MUNICIPAL  
WATER COMMISSION

By: \_\_\_\_\_  
Troy Smith, Mayor

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

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

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

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

**JOINT CONTRACT**

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



## TABLE OF CONTENTS

SECTION 1.	EFFECTIVE DATE.....	1
SECTION 2.	CREATION OF THE SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION ; PURPOSE.....	1
SECTION 3.	DURATION OF JOINT CONTRACT: DISPOSITION OF ASSETS ON DISSOLUTION .....	2
SECTION 4.	WITHDRAWAL.....	2
SECTION 5.	AMENDMENT.....	3
SECTION 6.	ADDITIONAL CONTRACTING MEMBERS .....	3
SECTION 7.	BOARD OF DIRECTORS .....	3
SECTION 8.	OFFICERS.....	4
SECTION 9.	MEETINGS AND VOTING .....	7
SECTION 10.	GENERAL POWERS.....	8
SECTION 11.	ACQUISITION, CONSTRUCTION, OPERATION AND MAINTENANCE OF PROJECTS.....	10
SECTION 12.	FINANCING OF PROJECTS. ....	10
SECTION 13.	ANNUAL BUDGET; ASSESSMENT.....	10
SECTION 14.	THE EXECUTIVE DIRECTOR .....	10
SECTION 15.	INDEMNIFICATION OF DIRECTORS AND OFFICERS.....	11
SECTION 16.	CONTRACTS.....	11
SECTION 17.	INTEREST OF CONTRACTING MEMBERS. ....	11
SECTION 18.	SERVICES OF CONTRACTING MEMBERS. ....	12
SECTION 19.	INFORMATION FROM CONTRACTING MEMBERS.....	12
SECTION 20.	NOTICES.....	12
SECTION 21.	SEVERABILITY.....	12
SECTION 22.	DUPLICATE ORIGINALS.....	12

**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

Preliminary Pass-Through Contract  
Based on May 5, 2025 Template  
To be amended prior to execution

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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;

Preliminary Pass-Through Contract  
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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.

Preliminary Pass-Through Contract  
Based on May 5, 2025 Template  
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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.



Preliminary Pass-Through Contract  
Based on May 5, 2025 Template  
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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.

Preliminary Pass-Through Contract  
Based on May 5, 2025 Template  
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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.

Preliminary Pass-Through Contract  
Based on May 5, 2025 Template  
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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

Preliminary Pass-Through Contract  
Based on May 5, 2025 Template  
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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.

Preliminary Pass-Through Contract  
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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).

Preliminary Pass-Through Contract  
Based on May 5, 2025 Template  
To be amended prior to execution

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: \_\_\_\_\_

Preliminary Pass-Through Contract  
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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:

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

$S_{u,t}$  = 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]

$$2.2 \quad I_u = [V_u / V_t] * CI \text{ Where:}$$

$I_u$  = 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%.

**CITY OF WILLARD, MISSOURI**

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

**July 24, 2025**

**The Water Advisory Board voted on July 23, 2025, to advise the Board of Aldermen of its strong support of the City of Willard entering into an agreement with the Southwest Missouri Joint Municipal Water Utility Commission for relocated water storage space in Stockton Lake, at a cost of approximately \$27,000 per year for 30 years. The Water Advisory Board discussed the importance of long-range planning for Willard's water supply and believes this is the appropriate step to take.**