

CITY OF WILLARD BOARD OF ALDERS REGULAR MEETING

December 08, 2025 at 6:00 PM
Willard City Hall, 224 W. Jackson St., Willard, MO
AGENDA

Update Posted on December 5, 2025, at 3:30 p.m.

The tentative agenda of this meeting includes:

PLEDGE OF ALLEGIANCE CALL THE MEETING TO ORDER

- 1. ROLL CALL
- 2. AGENDA AMENDMENTS/APPROVAL OF AGENDA
- 3. CONSENT AGENDA:

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

- A. Meeting Minutes from December 4, 2025
- **B.** Meeting Minutes from November 24, 2025
- C. Nov/Dec Current Outstanding Invoices, Checks, and Draft Paid Invoices
- D. Department Head Report City Clerk November

Department Head Report Court November

Department Head Report Parks November

Department Head Report Planning and Zoning November

Department Head Report Police November

Department Head Report Public Works November

- **E.** Board Attendance Report
- 4. CITIZEN INPUT
 - A. Brandon McKinney Public Comment (3-5 Minutes)
- 5. RYAN DEBOEF-- FINANCING EFFORTS
- 6. PROJECT MANAGER REPORT
 - A. Sanitary Sewer Update (5 minutes)
- 7. PUBLIC HEARING ON UTILITY RATES
- 8. **RESOLUTIONS**

- A. A RESOLUTION OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, ADOPTING AN AMENDMENT TO THE 2025 BUDGET (10 min)
- B. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO SIGN AMENDMENT NO. 1 TO WORK AUTHORIZATION NUMBER AMA-OC-WILL-23-002 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH ALLGEIER, MARTIN AND ASSOCIATES ON BEHALF OF THE CITY OF WILLARD. (5 min)

9. ORDINANCES

- A. AN ORDINANCE AUTHORIZING AND PROVIDING A CONTRACT BETWEEN THE CITY OF WILLARD, MISSOURI, AND THE EMPIRE DISTRICT ELECTRIC COMPANY FOR ELECTRIC SERVICE AND EQUIPMENT TO LIGHT THE CITY'S STREETS, ALLEYS, PUBLIC WAYS, PARKS, OTHER PROPERTIES AND PUBLIC PLACES (SECOND READ) (5 MIN)
- B. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VIKING INDUSTRIAL PAINTING FOR MAINTENANCE SERVICING OF THE "MEADOWS" WATER TOWER, PURSUANT TO §432.070, RSMo. (SECOND READ) (5 min)
- C. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VIKING INDUSTRIAL PAINTING FOR MAINTENANCE SERVICING OF THE "SCHOOL" WATER TOWER, PURSUANT TO §432.070, RSMo. (SECOND READ) (5 min)
- D. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VIKING INDUSTRIAL PAINTING FOR MAINTENANCE SERVICING OF THE "DOWNTOWN" WATER TOWER, PURSUANT TO §432.070, RSMo. (SECOND READ) (5 min)
- E. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO EXTEND THE AGREEMENT WITH PREMIER PYROTECHNICS (FIRST AND SECOND READ) (5 min)
- F. AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF WILLARD, MISSOURI FOR THE YEAR 2026. (FIRST AND SECOND READ) (10 min)
- G. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH YOUNG'S GENERAL CONTACTING FOR THE 94 LIFT STATION UPGRADE AND FORCE MAIN REPLACEMENT (FIRST AND SECOND READ) (5 min)
- 10. CITY ADMINISTRATOR REMARKS
- 11. NEW BUSINESS
- 12. UNFINISHED BUSINESS
- 13. RECESS OPEN SESSION
- 14. OPEN CLOSED SESSION PURSUANT TO RSMO SECTION 610.021 (1) LEGAL, (3) PERSONAL
- 15. CALL THE MEETING TO ORDER
- 16. ROLL CALL
- 17. CLOSE THE CLOSED SESSION AND RECONVENE THE OPEN SESSION
- 18. 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 ALDERS/WATER ADVISORY BOARD WORK MEETING

December 04, 2025 at 5:30 PM
Willard City Hall, 224 W. Jackson St., Willard, MO
MINUTES

Staff Present: City Administrator Wesley Young, City Clerk Rebecca Hansen, Public Works Director Trevor Hoffman, Utility Supervisor JR Robinson, Planning Director Mike Ruesch, Financial Assistant Genia Mount

Citizens Present: Martin Ghafoori representing Stifel, Kevin Samsel

PLEDGE OF ALLEGIANCE

Mayor Smith led the Pledge of Allegiance.

CALL THE MEETING TO ORDER

Mayor Smith called the meeting to order at 5:32 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, David Keene, Jeremy Hill, Joyce Lancaster, Rachel Mathison, Carol Wilson/ Kem Reed, Angie Wilson, Bryan Chapman, Kelly Davis, Scott Long

Absent: Jeremy Hill (BOA), Scott Long (WAB)

Rebecca Hansen confirmed that a quorum was present.

2. AGENDA AMENDMENTS/APPROVAL OF AGENDA

Alder Biellier made a motion to approve the agenda with no amendments. The motion was seconded by Alder Wilson. The motion passed with a 5-0 vote. Voting Aye: Alders Biellier, Keene, Lancaster, Mathison, and Wilson

3. APPROVE MINUTES

A. Board of Alders Meeting Minutes for 11.24.25

Alder Biellier motioned to postpone approving the minutes until the next BOA Meeting. Alder Wilson seconded the motion. The motion passed with a 5-0 vote. Voting Aye: Alders Biellier, Keene, Lancaster, Mathison, and Wilson

4. CITIZEN INPUT

As this was a work meeting, there was no citizen input.

5. BOND PRESENTATION BY MARTIN GHAFOORI WITH STIFEL

Mr. Ghafoori explained the process of obtaining General Obligation bonds versus Certificates of Participation (COP). There are options that can be funded by property taxes or rates. Certificates of Participation are not limited by amount or term the way general obligation bonds are. COPs do not need to go before voters unless you are using property taxes as revenue stream. Two to three months are needed, in general, to process and fund bonds, once the paperwork is filled out. General Obligation bonds may not be able to meet the current needs of the City because the property tax increase will be high and not meet all the needs.

6. CONTINUED DISCUSSION ON RATES

Genia Mount presented on utility budget/rates. She presented a list that has been accomplished with 2025 rate increases. Genia presented a list of projects that need to be done. She and Kelly brought in a bond expert. In January, a grant expert will come present. Genia showed graphs showing how our budget will pay for expenses with a 15% rate increase. It would appear a grant or bond will be necessary for the B Lift Station. Rate increases will need to pay for improvements rather than property taxes because so many of our customers are out of town and their property taxes won't benefit the water and sewer systems at all. Genia also showed a comparative graph showing that our rates are comparable to other cities around us.

City Administrator Wes pointed out again that costs are for needed projects and that no one likes to raise rates, but we must raise rates to continue basic quality service. Growth will bring new households and businesses to share the cost of future water and sewer services.

The Water Board encouraged the Board to level with residents and commended them for having the courage to run a nice community and have a vision for the future.

Mayor commended the Water Advisory Board for their service in steering the community to a bright future.

7. CITY ADMINISTRATOR REMARKS

City Administrator gave a short update on the water tower agreement for Meadows.

8. NEW BUSINESS

A. Discuss need for December 17th Water Advisory Meeting

The Water Advisory Board decided to meet next on January 21. 2026. The Board of Alders will be invited to hear about grants.

9. UNFINISHED BUSINESS

There was no unfinished business

10. ADJOURN MEETING

Alder Keene moved to adjourn the meeting, seconded by Alder Biellier. The motion passed with a 5-0 vote. Voting Aye: Alders Biellier, Keene, Lancaster, Mathison, and Wilson



CITY OF WILLARD BOARD OF ALDERS REGULAR MEETING

November 24, 2025 at 6:00 PM
Willard City Hall, 224 W. Jackson St., Willard, MO
MINUTES

Staff Present: City Administrator Wesley Young, City Attorney Holly Dodge, City Clerk Rebecca Hansen, Assistant Director of Parks Sam Guinn, Chief Tom McClain, Financial Assistant Genia Mount, Public Works Director Trevor Hoffman, Project Manager Steve Bodenhamer, Police Officer JD Landon

Citizens Present: Viking representative Matt Schultz, James Hills, Mark Lancaster, Aidyn Blazek

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, David Keene, Joyce Lancaster, Rachel Mathison, Carol

Wilson

Absent: Jeremy Hill

Rebecca Hansen confirmed that a quorum was present.

2. AGENDA AMENDMENTS/APPROVAL OF AGENDA

City Administrator Wes pointed out that the first three ordinances will be First Read only.

Agenda approval was passed along with consent agenda (see below).

3. CONSENT AGENDA:

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

- A. Minutes from November 3, 2025
- B. Minutes from November 10, 2025
- C. October Financial Summaries

October Financial Statements

October/November Outstanding Invoices, Checks, and Draft Paid Invoices

October Check Register

October Utilities Adjustment Report

Mayor Smith asked for a motion to approve the agenda, with amendments and the consent agenda. Motion was made by Alder Biellier and seconded by Alder Lancaster. Motion carried with a 5-0 vote. Voting Aye: Alders Biellier, Keene, Lancaster, Mathison and Wilson.

4. CITIZEN INPUT

None

5. PROJECT MANAGER REPORT (7 min)

A. Sanitary Sewer Update

Federal government reimbursement requests are being processed again, so we should be reimbursed. Young's General Contracting are finishing paperwork to submit to the City. Bids were opened Friday for Meadows to 94. JD Wallace was the lowest and best bid.

6. ORDINANCES

A. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VIKING INDUSTRIAL PAINTING FOR MAINTENANCE SERVICING OF THE "MEADOWS" WATER TOWER, PURSUANT TO §432.070, RSMo. (FIRST AND SECOND READ) (5 min)

City Administrator Wes explained that Viking can maintain the City's water towers and that there is one agreement per water tower. These agreements will effectually amortize the maintenance of the water towers. These will be year-to-year agreements. The Meadows Tower would be refurbished first. Matt explained what renovation services would entail. Blasting towers would be a separate fee. Wes explained that we hope maintenance will buy us time to save up for the blasting.

Mayor Smith asked for a motion to approve the First Read. Motion was made by Alder Biellier and seconded by Alder Mathison. Motion carried with a 5-0 vote. Voting Aye: Alders Biellier, Keene, Lancaster, Mathison and Wilson.

B. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VIKING INDUSTRIAL PAINTING FOR MAINTENANCE SERVICING OF THE "SCHOOL" WATER TOWER, PURSUANT TO §432.070, RSMo. (FIRST AND SECOND READ) (5 min)

(A separate ordinance is needed to enact each separate agreement for each water tower. Please refer to agenda item A to see the complete discussion)

Mayor Smith asked for a motion to approve the First Read. Motion was made by Alder Biellier and seconded by Alder Keene. Motion carried with a 5-0 vote. Voting Aye: Alders Biellier, Keene, Lancaster. Mathison and Wilson.

C. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VIKING INDUSTRIAL PAINTING FOR MAINTENANCE SERVICING OF THE "DOWNTOWN" WATER TOWER, PURSUANT TO §432.070, RSMo. (FIRST AND SECOND READ) (5 min)

(A separate ordinance is needed to enact each separate agreement for each water tower. Pleaserfer to agenda item A to see the complete discussion)

Mayor Smith asked for a motion to approve the First Read. Motion was made by Alder Biellier and seconded by Alder Keene. Motion carried with a 5-0 vote. Voting Aye: Alders Biellier, Keene, Lancaster, Mathison and Wilson.

D. AN ORDINANCE OF THE CITY OF WILLARD, MISSOURI, ADOPTING AN AUTOMATED LICENSE PLATE READER (ALPR) / FLOCK SYSTEM USAGE AND PRIVACY POLICY, ESTABLISHING RULES FOR THE COLLECTION, ACCESS, RETENTION, AND SHARING OF ALPR DATA, AND PROVIDING FOR ENFORCEMENT, AUDIT REQUIREMENTS, AND PUBLIC TRANSPARENCY. (SECOND READ) (10 min)

City Administrator Wes reminded that Board that this is a second read. Transparency has added to policy. The Flock camera map and policy will go on City Website.

Chief McClain spoke to the Board on the Flock system. The Police Department has already used camera data to resolve a road rage incident. A recent Miller- 160 accident has also been positively affected. Participants were in conflict as to what happened. Cameras resolved this.

He talked about the double homicide a few years ago and how private surveillance cameras helped solve the case. He referred the Board to watch the Flock coverage on the news.

The Board asked about Live View versus ALPR. Live view takes video. ALPR snaps photos of cars and license plates. Board members did feel that many of the cameras are placed facing the interior of town and that feels more invasive. The Board did realize that permitting has slowed the installation of cameras on the MODOT roads.

Mayor Smith asked for a motion to approve the Second Read. Motion was made by Alder Biellier and seconded by Alder Mathison. Motion carried with a 5-0 vote. Voting Aye: Alders Biellier, Keene, Lancaster, Mathison and Wilson.

E. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO EXTEND THE AGREEMENT WITH PREMIER PYROTECHNICS (FIRST AND SECOND READ) (5 min)

Park Assistant Director Sam Guinn explained that re-upping the three-year contract with Premier Pyrotechnic and pre-paying will result in the City receiving more product.

Sam emphasized that the City is very happy with Premier Pyrotechnic. They are great to work with and put on a great show.

The Board asked to postpone the vote and asked that the Board be supplied with more information on the benefits of Freedom Fest and the fireworks display.

7. CHIEF MCCLAIN--FLOCK DISCUSSION (10 minutes)

A. Flock Map

(Chief was asked to present in conjunction with Ordinance 6D. Please see Ordinance 6D)

8. CITY ADMINISTRATOR REMARKS

City Administrator Wes reported that the Jackson Street sidewalk is nearly completed. The full incentive payment will probably be paid.

The Financial Scorecard was presented.

A position control report is being created. With the upcoming changes, The Public Works Director will be expanding a part-time Public Works position to full-time and will also add a second full-time position.

This is what the Board had asked, previously. The City website will become more intuitive and streamlined.

Grants for small businesses in Willard have been identified, which can help with revitalization and growth.

The IMS Road Survey results are back and initially appears to show around \$8 million in deferred maintenance. This was based on a draft report, a final official report is not yet available. We are working on a plan to catch up on maintenance. Backlog is high. Roads will need to be hired out to bigger companies who have more specialized equipment. Mayor asked how many neighborhood roads are on bare dirt/clay. Many of old Willard's roads are on bare dirt.

City Administrator Wes said the strategy is to keep good roads good and eventually get to replacing the bad roads.

Dec 8th will be a Public Hearing on Utility rates and budget. Rep Owen will be attending a 5:30 Meet and Greet that day, at City Hall, prior to the regular meeting and Public Hearing.

Wes also reported that we were able to shave \$5k off of the BS&A software and gave updates as to how that transition is going.

9. NEW BUSINESS

No new business

10. UNFINISHED BUSINESS

No unfinished business

11. RECESS OPEN SESSION

At 6:48 pm, the motion was made to recess Open Session by Alder Biellier and seconded by Alder Mathisonn. Motion carried with a 4-0 vote. Voting Aye: Alders Biellier, Hill, Lancaster, and Mathison.

CLOSE THE CLOSED SESSION AND RECONVENE THE OPEN SESSION

The Open Session was reconvened at 7:20 pm

16. ADJOURN MEETING

Motion was made to adjourn the meeting by Alder Keene and seconded by Alder Lancaster. Motion carried with a 5-0 vote. Voting Aye: Alders Biellier, Keene, Lancaster, Mathison and Wilson.

Meeting was adjourned at 7:23 pm.

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





By Vendor Name



City of Willard, MO

Post Dates 11/21/2025 - 12/5/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ATU100 - A T URBAN	DEVELOPMENT INC				
A T URBAN DEVELOPMENT IN	10536	12/04/2025	JACKSN ST SIDEWLK PERRYMN TO MILLR - STS	10-300-95100	190,155.00
A T URBAN DEVELOPMENT IN	10536	12/04/2025	JACKSN ST SIDEWLK PERRYMN TO MILLR INCENTIV	10-300-95100	10,000.00
				BAN DEVELOPMENT INC Total:	200,155.00
Vendor: REP425 - ALLIED SERV		/0.0 /0.005	TRACILEVR ALL	10-100-62300	114.44
ALLIED SERVICES LLC	007957296	11/30/2025	TRASH EXP-ALL	10-200-62300	76.40
ALLIED SERVICES LLC	007957296	11/30/2025	TRASH EXP-ALL	20-600-62300	259.79
ALLIED SERVICES LLC	007957296	11/30/2025	TRASH EXP-ALL TRASH EXP-ALL	20-700-62300	259.79
ALLIED SERVICES LLC	007957296	11/30/2025	TRASH EXP-ALL	30-800-62300	842.40
ALLIED SERVICES LLC	007957296	11/30/2025	RECYCLE CENTER-S	20-700-57200	327.60
ALLIED SERVICES LLC	007958818	11/30/2025		25 - ALLIED SERVICES LLC Total:	1,880.42
			Vendor NET -	23 ALGED GENTISES III 101211	_,
Vendor: ACS100 - AMAZON CA				10 100 50500	66.06
AMAZON CAPITAL SERVICES I	P7J6	11/21/2025	WINDOW PRIVACY FILM, TINT	10-100-50500	66.96
			KIT CITY HALL - GEN	ON CAPITAL SERVICES INC Total:	66.96
			Velidor ACSTOO - AIVIAZO	M GA TIAL SERVICES INC TOWN	20.20
Vendor: CFS100 - CANON FINA	NCIAL SERVICES INC			10.000 55050	12.01
CANON FINANCIAL SERVICES I	42239128	11/25/2025	COPIER LEASE - PW	10-300-55850	12.91
CANON FINANCIAL SERVICES I	42239128	11/25/2025	COPIER LEASE - PW	20-600-55850	25.83
CANON FINANCIAL SERVICES I		11/25/2025	COPIER LEASE - PW	20-700-55850	25.83
CANON FINANCIAL SERVICES I	42239129	11/25/2025	COPIER LEASE-ALL	10-100-55850	75.02
CANON FINANCIAL SERVICES I		11/25/2025	COPIER LEASE-ALL	10-200-55850	131.03
CANON FINANCIAL SERVICES I		11/25/2025	COPIER LEASE-ALL	10-250-55850	8.34 39.31
CANON FINANCIAL SERVICES I		11/25/2025	COPIER LEASE-ALL	10-400-55850	38.10
CANON FINANCIAL SERVICES I		11/25/2025	COPIER LEASE-ALL	20-600-55850	
CANON FINANCIAL SERVICES I		11/25/2025	COPIER LEASE-ALL	20-700-55850	38.10 61.67
CANON FINANCIAL SERVICES I	42239129	11/25/2025	COPIER LEASE-ALL	30-800-55850	456.14
			Vendor CFS100 - CANON	FINANCIAL SERVICES INC Total:	430.14
Vendor: COMMGN - COMMER	CE CREDIT CARD SERVICES				
COMMERCE CREDIT CARD SE	11-21-25	11/21/2025	FIVE GUYS ANNEXATION MEET/LUNCH - P&D	10-400-50130	52.04
COMMERCE CREDIT CARD SE	06763751	11/29/2025	INDEED ADV FOR CITY CLERK - GEN	10-100-55200	500.25
COMMERCE CREDIT CARD SE	06888056	11/30/2025	INDEED ADV FOR CITY CLERK - GEN	10-100-55200	221.73
COMMERCE CREDIT CARD SE	06983953	12/02/2025	INDEED ADV FOR CITY CLERK - GEN	10-100-55200	23.25
			Vendor COMMGN - COMMERC	E CREDIT CARD SERVICES Total:	797.27
L. CLATTON CRAWITORI	A ALIDDUV O TILIV ENCINEEDS	P. CONSULTANTS			
CRAWFORD, MURPHY & TILLY	O, MURPHY & TILLY ENGINEERS 0247378	12/02/2025	PEDESTRIAN UNDERPASS OCT 2025 #3 INV - STS	10-300-95100	16,472.49
		Vendor CMT100 - Cl	RAWFORD, MURPHY & TILLY ENG	GINEERS & CONSULTANTS Total:	16,472.49
Vendor: DAV100 - DAVID DOR	AN ATTORNEY AT LAW	Vendor Civil 100 - Ci	CAN ORD, WORK III CA TILLY LINE		
DAVID DORAN ATTORNEY AT L		12/04/2025	MUNICIPAL JUDGE FEES - CT	10-250-56400	900.00
			Vendor DAV100 - DAVID D	ORAN ATTORNEY AT LAW Total:	900.00
Vendor: ACK100 - FRED ACKLE	Υ				
FRED ACKLEY	 5	11/24/2025	SANTA AT FRISCO HIGHLINE	30-800-50170	100.00
			TRAILHEAD - PKS		
			Vend	or ACK100 - FRED ACKLEY Total:	100.00

Expense Approval Report 1			Post Dates: 11/21/2	Item # C. 5
Vendor Name Payable Number	Post Date	Description (Item) Accoun	nt Number	Amount
Vendor: HDE100 - HAHN DEBOEF LLC				
HAHN DEBOEF LLC 42585	12/01/2025		0-56400	5,000.00
		MONTHLY RETAINER FEE - S	IAHN DEBOEF LLC Total:	5,000.00
		Vendor HDE100 - H	ANN DEBOEF LLC Iotal.	3,000.00
Vendor: IIM100 - INTERNATIONAL CYBERNETICS COMPAN		STREET MAPPING PROJ - STS 10-300	0-95500	1,500.00
INTERNATIONAL CYBERNETIC 251130-34	11/30/2025	Vendor IIM100 - INTERNATIONAL CYBERNET	Carlotte Car	1,500.00
Vendor: SNOW100 - JOHN WAID SNOW JR				
JOHN WAID SNOW JR 6	11/24/2025	SANTA CRAFTS AND COCOA 30-800	0-50170	150.00
		EVNT - PKS		
		Vendor SNOW100 - JOHN	N WAID SNOW JR Total:	150.00
Vendor: LML100 - LAUBER AND ASSOCIATES MUNICIPAL L			0.56400	F 202 00
LAUBER AND ASSOCIATES MU 31987	11/30/2025	CITY PROSECUTOR FEES - LAW 10-200 SPECIAL COUNSEL - ECON DE 10-450		5,382.00 494.00
LAUBER AND ASSOCIATES MU 31988	11/30/2025	Vendor LML100 - LAUBER AND ASSOCIATES MU		5,876.00
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Vendor: LEG250 - LEGALSHIELD LEGALSHIELD 11-25-25	11/25/2025	GROUP INS MCCLAIN & 10-200	0-93000	29.90
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		Vendor LEG25	50 - LEGALSHIELD Total:	29.90
Vendor: EMP210 - LIBERTY UTILITIES-EMPIRE DISTRICT				450.53
LIBERTY UTILITIES-EMPIRE DIS 11-26-25	11/26/2025	ELECTRICAL 220 W JACKSON 1 30-800	0-62000	159.52
LIBERTY UTILITIES-EMPIRE DIS 11-26-25 2	11/26/2025	ELECTRICAL 220 W JACKSON 2 30-800	0-62000	27.08
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LIBERTY UTILITIES-EMPIRE DIS 11-26-25 4	11/26/2025	ELECTRICAL 220 W JACKSON 4 30-800	0-62000	69.82
LIBERTY UTILITIES-EMPIRE DIS 11-26-25 5934	11/26/2025	- PKS ELEC UTIL 222 W JACKSON 30-800	0-62000	28.86
CIDEKTY OTILITIES-FINIFIKE DIS 11-20-25 3534	11, 20, 2023	ACCT# END 5934 - PKS		
		Vendor EMP210 - LIBERTY UTILITIES-	EMPIRE DISTRICT Total:	341.23
Vendor: MRT100 - MERIT ELECTRICAL LLC				457.00
MERIT ELECTRICAL LLC 366	11/21/2025	TROUBLE SHT D LFT STATION 20-700 PHASE LOST - S	0-51000	757.20
			IT ELECTRICAL LLC Total:	757.20
Vendor: MIS380 - MISSOURI MUNICIPAL LEAGUE				
MISSOURI MUNICIPAL LEAGU 2026 RENEWAL	11/24/2025	MEMBERSHIP RENEWAL 2026 10-100	0-55800	1,249.72
		- GEN		4 740 72
		Vendor MIS380 - MISSOURI MU	UNICIPAL LEAGUE Iotal:	1,249.72
Vendor: MOC100 - MISSOURI ONE CALL SYSTEM INC	44/20/2027	DDOE LOCATE FEES W/S 20 600	0.56400	97.87
MISSOURI ONE CALL SYSTEM I 5110321	11/30/2025 11/30/2025	•	0-56400 0-56400	97.88
MISSOURI ONE CALL SYSTEM I 5110321	11/30/2023	Vendor MOC100 - MISSOURI ONE		195.75
Vendor: MPC460 - MISSOURI POLICE CHIEFS ASSOCIATION	N			
MISSOURI POLICE CHIEFS ASS 2026-2027 RENEWAL	11/25/2025	MEMBERSHIP RENEWAL 2026 10-200	0-55800	250.00
		-2027 DUES - LAW	FFC ACCOCIATION Totals	250.00
		Vendor MPC460 - MISSOURI POLICE CHII	EFS ASSOCIATION Iotal:	230.00
Vendor: OIS160 - ONLINE INFORMATION SERVICES INC	11/20/2025	UTIL EXCHG REPORT-W/S 20-600	0-56400	38.48
ONLINE INFORMATION SERVI 1359525 ONLINE INFORMATION SERVI 1359525	11/30/2025 11/30/2025	•	0-56400	38.48
OMPHAE HALOWANIHOM DEWAL T222252	11,00,2020	Vendor OIS160 - ONLINE INFORMATI		76.96
Vendor: SAC100 - SAM CRAWFORD				
SAM CRAWFORD NOV 2025	12/01/2025	PHONE REIM - P&D 10-400	0-61000	50.00
		Vendor SAC100 -	SAM CRAWFORD Total:	50.00
Vendor: SPS150 - SCHENDEL PEST SERVICES				25.00
SCHENDEL PEST SERVICES 1040293	11/28/2025	PEST CONTROL-ALL 10-100	0-50130	25.00

Expense Approval Report 1				Post Dates: 11/21/2	Item # C. 25
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
	•		PEST CONTROL-ALL	10-200-50130	35.00
SCHENDEL PEST SERVICES	1040293	11/28/2025	PEST CONTROL-ALL	10-250-50130	5.00
SCHENDEL PEST SERVICES	1040293	11/28/2025	PEST CONTROL-ALL PEST CONTROL-ALL	10-300-50130	10.00
SCHENDEL PEST SERVICES	1040293	11/28/2025	PEST CONTROL-ALL	10-400-50550	5.00
SCHENDEL PEST SERVICES	1040293	11/28/2025		20-600-50130	30.00
SCHENDEL PEST SERVICES	1040293	11/28/2025	PEST CONTROL ALL	20-700-50550	30.00
SCHENDEL PEST SERVICES	1040293	11/28/2025	PEST CONTROL-ALL	30-800-50130	40.00
SCHENDEL PEST SERVICES	1040293	11/28/2025	PEST CONTROL-ALL		180.00
			Vendor SPS150 - S	CHENDEL PEST SERVICES Total:	180.00
Vendor: GCH100 - SPRINGFIEL	D ANIMAL CONTROL			10.000.55100	40.00
SPRINGFIELD ANIMAL CONTR	19	12/01/2025	ANIMAL IMPOUND FEES-LAW		40.00
			Vendor GCH100 - SPRING	FIELD ANIMAL CONTROL Total:	40.00
Vendor: SQB100 - SQUIBB ME	DIA LLC				
SQUIBB MEDIA LLC	1295	11/26/2025	ELECTION NOTICE APR 7, 2026 - GEN	10-100-55200	174.05
				100 - SQUIBB MEDIA LLC Total:	174.05
Vendor: STA500 - STAPLES					
STAPLES	6048995703	11/26/2025	W-2 TAX FORMS - GEN	10-100-50700	112.70
	6048995705	11/26/2025	BATH TISSUE - GEN	10-100-50550	69.15
STAPLES STAPLES	6048995707	11/26/2025	STORAGE CLIPBOARDS -	10-300-50700	32.06
		44/25/2025	STS/W/S STORAGE CLIPBOARDS -	20-600-50700	64.13
STAPLES	6048995707	11/26/2025	STS/W/S		
STAPLES	6048995707	11/26/2025	STORAGE CLIPBOARDS - STS/W/S	20-700-50700	64.12
STAPLES	6048995709	11/26/2025	TRASH BAGS - PKS	30-800-50550	89.08
STAPLES	6048995711	11/26/2025	FILE POCKETS - GEN	10-100-50700	39.98
STAPLES	6048995712	11/26/2025	TRASH BAGS, YRLY DRY ERASE	10-100-50550	33.44
3171 223	00 100007 ==	, ,	WALL CALENDAR - GEN		
STAPLES	6048995712	11/26/2025	TRASH BAGS, YRLY DRY ERASE WALL CALENDAR - GEN	10-100-50700	21.01
STAPLES	6048995713	11/26/2025	TRASH BAGS, TAPE - PKS	30-800-50550	43.97
STAPLES	6048995713	11/26/2025	TRASH BAGS, TAPE - PKS	30-800-50700	8.14
STAPLES	6048995714	11/26/2025	TP,FACE TISS,PAPR	10-300-50130	4.38
STAPLES	0040555714	11/20/2020	TWLS,LYSOL,COFFEE, NTPDS- STS/W/S		
STAPLES	6048995714	11/26/2025	TP,FACE TISS,PAPR	10-300-50550	12.82
STAPLES	0048333714	11/20/2020	TWLS,LYSOL,COFFEE, NTPDS- STS/W/S		
CTADLES	6048995714	11/26/2025	TP,FACE TISS,PAPR	10-300-50700	0.80
STAPLES	0048553714	11/20/2023	TWLS,LYSOL,COFFEE, NTPDS- STS/W/S		
6740155	6048995714	11/26/2025	TP,FACE TISS,PAPR	20-600-50130	8.76
STAPLES	0048553714	11/20/2023	TWLS,LYSOL,COFFEE, NTPDS-		
	C04000E714	11/26/2025	STS/W/S TP,FACE TISS,PAPR	20-600-50550	25.66
STAPLES	6048995714	11/26/2025	TWLS,LYSOL,COFFEE, NTPDS-	20 000 0000	
CTARLEC	6048995714	11/26/2025	STS/W/S TP,FACE TISS,PAPR	20-600-50700	1.60
STAPLES	0040333714	11/20/2023	TWLS,LYSOL,COFFEE, NTPDS-		
			STS/W/S		
STAPLES	6048995714	11/26/2025	TP,FACE TISS,PAPR	20-700-50130	8.76
5.711 229		• • • •	TWLS,LYSOL,COFFEE, NTPDS-		
			STS/W/S		
STAPLES	6048995714	11/26/2025	TP,FACE TISS,PAPR	20-700-50550	25.66
			TWLS,LYSOL,COFFEE, NTPDS-		
			STS/W/S		4.55
STAPLES	6048995714	11/26/2025	TP,FACE TISS,PAPR TWLS,LYSOL,COFFEE, NTPDS-	20-700-50700	1.60
			STS/W/S		
				Vendor STA500 - STAPLES Total:	667.82

				Г	
Expense Approval Report 1				Post Dates: 11/21/	Item # C. 25
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: STC300 - STEFAN COL					
STEFAN COLLETTE	0341064	12/03/2025	REIM REMOTE SPKR MIC AMAZON - LAW	10-200-92500	63.76
			Vendor S	TC300 - STEFAN COLLETTE Total:	63.76
Vendor: GTR100 - THE GOOD	EAR TIRE & RUBBER CO				
THE GOODYEAR TIRE & RUBB	018-1216166	12/01/2025	SET NEW TIRES CAR 6 - LAW	10-200-71000	697.72
			Vendor GTR100 - THE GOO	DYEAR TIRE & RUBBER CO Total:	697.72
Vendor: TRH100 - TREVOR HC	FFMAN				
TREVOR HOFFMAN	NOV 2025	12/01/2025	PHONE REIM - STS/W/S	10-300-61000	10.00
TREVOR HOFFMAN	NOV 2025	12/01/2025	PHONE REIM - STS/W/S	20-600-61000	20.00
TREVOR HOFFMAN	NOV 2025	12/01/2025	PHONE REIM - STS/W/S	20-700-61000	20.00
			Vendor TRI	H100 - TREVOR HOFFMAN Total:	50.00
Vendor: TYL100 - TYLER TECH	NOLOGIES INC				
TYLER TECHNOLOGIES INC	025-535479	12/01/2025	SOFTWARE SUBS JAN-MAR 2026 - ALL	10-100-57400	1,376.35
TYLER TECHNOLOGIES INC	025-535479	12/01/2025	SOFTWARE SUBS JAN-MAR 2026 - ALL	10-200-57400	206.45
TYLER TECHNOLOGIES INC	025-535479	12/01/2025	SOFTWARE SUBS JAN-MAR 2026 - ALL	10-250-57400	206.45
TYLER TECHNOLOGIES INC	025-535479	12/01/2025	SOFTWARE SUBS JAN-MAR 2026 - ALL	10-400-57400	206.45
TYLER TECHNOLOGIES INC	025-535479	12/01/2025	SOFTWARE SUBS JAN-MAR 2026 - ALL	20-600-57400	2,339.81
TYLER TECHNOLOGIES INC	025-535479	12/01/2025	SOFTWARE SUBS JAN-MAR 2026 - ALL	20-700-57400	2,339.80
TYLER TECHNOLOGIES INC	025-535479	12/01/2025	SOFTWARE SUBS JAN-MAR 2026 - ALL	30-800-57400	206.45
				TYLER TECHNOLOGIES INC Total:	6,881.76
V - J WILLIAM VALVOLING	TVDDECC CADE				
Vendor: WLU100 - VALVOLINE VALVOLINE EXPRESS CARE	021142	12/01/2025	OIL CHNG, TIRE ROTATE '23	10-200-71000	87.17
VALVOLINE EXPINESS CARE	VZII+Z	12,01,102	DODGE CHRGR #10 - LAW		
VALVOLINE EXPRESS CARE	021143	12/01/2025	OIL CHNG, TIRE ROTATE '21 DODGE CHRGR #2 - LAW	10-200-71000	87.17
			Vendor WLU100 -	VALVOLINE EXPRESS CARE Total:	174.34
Vendor: VDS100 - VDS VISION	LIC				
VDS VISION LLC	1623	11/30/2025	IT SERVICES-ALL	10-100-56400	288.00
VDS VISION LLC	1623	11/30/2025	IT SERVICES-ALL	10-200-56400	144.00
VDS VISION LLC	1623	11/30/2025	IT SERVICES-ALL	10-250-56400	36.00
VDS VISION LLC	1623	11/30/2025	IT SERVICES-ALL	10-300-56400	36.00
VDS VISION LLC	1623	11/30/2025	IT SERVICES-ALL	10-400-56400	72.00
VDS VISION LLC	1623	11/30/2025	IT SERVICES-ALL	20-600-56400	288.00
VDS VISION LLC	1623	11/30/2025	IT SERVICES-ALL	20-700-56400	288.00
VDS VISION LLC	1623	11/30/2025	IT SERVICES-ALL	30-800-56400	288.00
VDS VISION LLC		,,	Vendor	VDS100 - VDS VISION LLC Total:	1,440.00
Vendor: WYO100 - WESLEY YO	DUNG				
WESLEY YOUNG	TELEPRMPT	11/21/2025	REIM FOR ANNUAL TELEPROMPTER	10-100-55800	89.99
			SUBSCRIPTION - GEN Vendor 1	WYO100 - WESLEY YOUNG Total:	89.99
Vendor: WRI110 - WEX BANK					
WEX BANK	108805742	11/23/2025	VEH AND EQUIP FUEL- LAW/PKS/STS/W/S/P&D	10-200-70000	1,972.02
WEX BANK	108805742	11/23/2025	VEH AND EQUIP FUEL- LAW/PKS/STS/W/S/P&D	10-300-70000	426.54
WEX BANK	108805742	11/23/2025	VEH AND EQUIP FUEL- LAW/PKS/STS/W/S/P&D	10-300-70100	60.00
WEX BANK	108805742	11/23/2025	VEH AND EQUIP FUEL- LAW/PKS/STS/W/S/P&D	10-400-70000	158.81
WEX BANK	108805742	11/23/2025	VEH AND EQUIP FUEL- LAW/PKS/STS/W/S/P&D	20-600-70000	866.70

LAW/PKS/STS/W/S/P&D

Expense Approval Report 1				Post Dates: 11/21/1	Item # C.	25
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amou	nt
WEX BANK	108805742	11/23/2025	VEH AND EQUIP FUEL- LAW/PKS/STS/W/S/P&D	20-600-70100	120.	00
WEX BANK	108805742	11/23/2025	VEH AND EQUIP FUEL- LAW/PKS/STS/W/S/P&D	20-700-70000	866.	70
WEX BANK	108805742	11/23/2025	VEH AND EQUIP FUEL- LAW/PKS/STS/W/S/P&D	20-700-70100	120.	00
WEX BANK	108805742	11/23/2025	VEH AND EQUIP FUEL- LAW/PKS/STS/W/S/P&D	30-800-70000	261.	85
WEX BANK	108805742	11/23/2025	VEH AND EQUIP FUEL- LAW/PKS/STS/W/S/P&D	30-800-70100	388.	01
				Vendor WRI110 - WEX BANK Total:	5,240.	63
Vendor: XBP100 - XPRESS BI	LL PAY					
XPRESS BILL PAY	030732	11/30/2025	MAINT FEE - P&D	10-400-55500	35.	00
			Ve	ndor XBP100 - XPRESS BILL PAY Total:	35.	00

Grand Total: 252,040.11



Fund Summary

Fund		Expense Amount
10 - GENERAL FUND		234,685.06
20 - WATER AND SEWER FUND		14,534.25
30 - PARKS FUND		2,820.80
	Grand Total:	252,040.11

Account Summary

Account Summary					
Account Number	Account Name	Expense Amount			
10-100-50130	SUPPLIES-GCG	25.00			
10-100-50500	BUILDING MAINTENANC	66.96			
10-100-50550	CUSTODIAL SUPPLIES-GC	102.59			
10-100-50700	OFFICE SUPPLIES-GCG	173.69			
10-100-55200	ADVERTISING-GCG	919.28			
10-100-55800	DUES AND SUBSCRIPTIO	1,339.71			
10-100-55850	EQUIPMENT RENTAL-GE	75.02			
10-100-56400	PROFESSIONAL-GCG	288.00			
10-100-57400	EQUIPMENT/SOFTWARE	1,376.35			
10-100-62300	UTILITIES OTHER-GCG	114.44			
10-200-50130	SUPPLIES-LAW	35.00			
10-200-55800	DUES AND SUBSCRIPTIO	250.00			
10-200-55850	EQUIPMENT RENTAL-LA	131.03			
10-200-56400	PROFESSIONAL-LAW	5,566.00			
10-200-57400	EQUIPMENT/SOFTWARE	206.45			
10-200-62300	UTILITIES OTHER-LAW	76.40			
10-200-70000	VEHICLE EXPENSES FUEL	1,972.02			
10-200-71000	VEHICLE REPAIR & MAIN	872.06			
10-200-92500	UNIFORMS-LAW	63.76			
10-200-93000	GROUP INSURANCE-LA	29.90			
10-250-50130	SUPPLIES-COURT	5.00			
10-250-55850	EQUIPMENT RENTAL-CO	8.34			
10-250-56400	PROFESSIONAL-COURT	936.00			
10-250-57400	EQUIP/SOFTWARE CONT	206.45			
10-300-50130	SUPPLIES-STREETS	14.38			
10-300-50550	CUSTODIAL SUPPLIES-ST	12.82			
10-300-50700	OFFICE SUPPLIES-STREET	32.86			
10-300-55850	EQUIPMENT RENTAL-ST	12.91			
10-300-56400	PROFESSIONAL-STREETS	36.00			
10-300-61000	TELEPHONE-STREETS	10.00			
10-300-70000	VEHICLE EXPENSE FUEL-	426.54			
10-300-70100	EQUIPMENT FUEL-STREE	60.00			
10-300-95100	CAPITAL ASSET EXP-STRE	216,627.49			
10-300-95500	CAPITAL ASSET EQUIPM	1,500.00			
10-400-50130	SUPPLIES-P&D	52.04			
10-400-50550	CUSTODIAL SUPPLIES-P	5.00			
10-400-55500	BANK/CREDIT CARD FEE	35.00			
10-400-55850	EQUIPMENT RENTAL-P&	39.31			
10-400-56400	PROFESSIONAL-P&D	72.00			
10-400-57400	EQUIPMENT/SOFTWARE	206.45			
10-400-61000	TELEPHONE-P&D	50.00			
10-400-70000	VEHICLE EXPENSE FUEL-	158.81			
10-450-56400	PROFESSIONAL - ECO DE	494.00			
20-600-50130	SUPPLIES-WATER	38.76			
20-600-50550	CUSTODIAL SUPPLIES-W	25.66			
20-600-50700	OFFICE SUPPLIES-WATER	65.73			
20-600-55850	EQUIPMENT RENTAL-WA	63.93			
20-600-56400	PROFESSIONAL-WATER	424.35			
20-600-57400	EQUIPMENT/SOFTWARE	2,339.81			
20-600-61000	TELEPHONE WATER	20.00			

Account Summary

	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Account Number	Account Name	Expense Amount
20-600-62300	UTILITIES OTHER-WATER	259.79
20-600-70000	VEHICLE EXPENSE FUEL-	866.70
20-600-70100	EQUIPMENT FUEL-WATE	120.00
20-700-50130	SUPPLIES-SEWER	8.76
20-700-50550	CUSTODIAL SUPPLIES-SE	55.66
20-700-50700	OFFICE SUPPLIES-SEWER	65.72
20-700-51000	REPAIRS AND MAINTEN	757.20
20-700-55850	EQUIPMENT RENTAL-SE	63.93
20-700-56400	PROFESSIONAL-SEWER	5,424.36
20-700-57200	RECYCLE CENTER EXPEN	327.60
20-700-57400	EQUIPMENT/SOFTWARE	2,339.80
20-700-61000	TELEPHONE-SEWER	20.00
20-700-62300	UTILITIES OTHER-SEWER	259.79
20-700-70000	VEHICLE EXPENSE FUEL-	866.70
20-700-70100	EQUIPMENT FUEL-SEWE	120.00
30-800-50130	SUPPLIES GENERAL-PKS	40.00
30-800-50170	SUPPLIES SPECIAL ACTIV	250.00
30-800-50550	CUSTODIAL SUPPLIES-PK	133.05
30-800-50700	OFFICE SUPPLIES-PKS	8.14
30-800-55850	EQUIPMENT RENTAL-PK	61.67
30-800-56400	PROFESSIONAL-PKS	288.00
30-800-57400	EQUIPMENT/SOFTWARE	206.45
30-800-62000	UTILITIES ELECTRIC-PKS	341.23
30-800-62300	UTILITIES OTHER-PKS	842.40
30-800-70000	VEHICLE EXPENSE FUEL-	261.85
30-800-70100	EQUIPMENT FUEL-PKS	388.01
	Grand Total:	252,040.11

Project Account Summary

Project Account Key		Expense Amount
None		51,885.11
Jackson Sidewalk 2025		200,155.00
	Grand Total:	252,040.11



CITY OF WILLARD BOARD OF ALDERMEN October 2025

City Clerk Report

- 1. Processing of 2026 business licenses through Civic Review. Automated System has drastically cut staff time, even with first-year hiccups.
- 2. Fulfilled Sunshine Law Records Requests—these are growing more numerous due to Al-generated requests and third-party information brokers' requests.
- 3. Backlogged filing nearly complete per the Missouri Retention Schedule
- 4. Submitted code changes to General Code and manually updated our General Code Binders
- Created the agenda, packet and minutes for the regular Board of Aldermen meetings as well as several Joint BOA Water Advisory Board meetings focusing on utility rates and the City budget.
- 6. Created agenda and packets for Economic Development Task Force meetings and Water/Sewer Advisory Board meeting this month,
- 7. Continuing to create organizational charts for dates of contracts and dates of service for committee and board members.
- 8. Released updated NEST locations.
- 9. As PIO, coordinated KY3 interviews for Flock (Police Department) and the 160 Pedestrian Underpass (Planning Department)

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.

I. COURT INFORMATION	lunicipality:	WILLARD	Reporting	Period: Nov 1, 2025	- Nov 30,	2025
Mailing Address: 224 W JACKSON	ST, WILLA	RD, MO 657	781			
Physical Address: 224 W JACKSO	N ST, WILL	ARD, MO 65	5781	County: Greene C	County	Circuit: 31
Telephone Number:			Fax Number:			
Prepared by: Terry Forshee			E-mail Addres	ss:		
Municipal Judge: DAVID W. DORA	N					
I. MONTHLY CASELOAD INFORMATION			Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pe	ending at sta	irt of month		12	362	83
B. Cases (citations/informations) file	ed			1	54	6
C. Cases (citations/informations) di	sposed					
1. jury trial (Springfield, Jefferson	County, and	St. Louis C	ounty only)	0	0	0
2. court/bench trial - GUILTY				0	1	0
3. court/bench trial - NOT GUILTY	/			0	0	0
4. plea of GUILTY in court				3	48	8
5. Violations Bureau Citations (i.e forfeiture by court order (as paym			nd bond	0	5	0
6. dismissed by court				0	1	0
7. nolle prosequi				0	6	0
8. certified for jury trial (not heard	in Municipal	Division)		0	0	0
9. TOTAL CASE DISPOSITIONS				3	61	8
D. Cases (citations/informations) pe caseload = (A+B)-C9]	ending at en	d of month [pending	10	355	81
E. Trial de Novo and/or appeal appl	ications filed	1		0	0	0
III. WARRANT INFORMATION (pro	e- & post-di	sposition)	IV. PARKING	TICKETS		
1. # Issued during reporting period		36	1. # Issued du	ring period		0
2. # Served/withdrawn during report	ing period	26	X Court	staff does not proce	ess parking	a tickets
3. # Outstanding at end of reporting	period	347	23 55411		- 1	3

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION Municipality: WILLARD Reporting Period: Nov 1, 2025 - Nov 30, 2025

V. DISBURSEMENTS			
Excess Revenue (minor traffic and munic ordinance violations, subject to the exces percentage limitation)		Other Disbursements:Enter below additionand/or fees not listed above. Designate if sexcess revenue percentage limitation. Example the are not limited to, arrest costs and witness and witness and witness and witness and witness are secured.	ubject to the nples include,
Fines - Excess Revenue	\$4,210.40	Court Automation	\$371.64
Clerk Fee - Excess Revenue	\$364.00	Due To Debt Collection	\$100.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$12.24	Judicial Facility Srchg CT31	\$525.50
		Law Enf Arrest-Local	\$10.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Overpayment	\$0.50
Total Excess Revenue	\$4,586.64	Total Other Disbursements	\$1,007.64
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$8,312.96
		Bond Refunds	\$100.00
Fines - Other	\$1,823.56	Total Disbursements	\$8,412.96
Clerk Fee - Other	\$220.00		
Judicial Education Fund (JEF) Court does not retain funds for JEF	\$53.10		
Peace Officer Standards and Training (POST) Commission surcharge	\$53.09		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$378.53		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$7.40		
Law Enforcement Training (LET) Fund surcharge	\$108.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$75.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$2,718.68		

Willard Parkd Director Report, December 2025

Quote of the Month: "What we do for ourselves dies with us. What we do for others and the world remains and is immortal." — **Albert Pike**

Current Operations & Event Preparation

- Christmas on the Frisco preparations are ongoing. Staff are finalizing lighting installation, event
 site staging, and volunteer coordination. We anticipate strong attendance and favorable
 community engagement, continuing the pattern of record participation experienced across many
 2025 programs.
- Thanksgiving Break Camp was successfully completed, with high enrollment and positive participant feedback. The program supported working families and performed strongly from both a financial and service-delivery perspective.

Operational Work & Winter Preparation

Winterization of Parks and Facilities

All restrooms, concession areas, irrigation lines, and pool systems are undergoing seasonal shutdown and freeze-protection procedures. This effort remains critical to preventing expensive wear and irreparable damage during winter months.

Pool Sentry Valve Replacement

The valve has been scheduled for replacement during the off-season so the system is stabilized, compliant, and ready by pool opening period in the summer. This project is a necessary and expected lifecycle rehabilitation item.

Maintenance & Preservation Updates

Preventative repairs and safety checks continue across parks, playgrounds, mechanical equipment, and building systems. We remain diligent in minimizing deferred maintenance risk.

Revenue Performance & Year-End Position

While expenses continue to exceed revenues overall, the department is on track to complete one of the strongest program revenue years on record from:

- sports participation,
- camps,
- event-based fees,
- facility rentals,
- and specialty programs.

This year's high participation numbers demonstrate strong demand and satisfaction from the Willard community.

End-of-Year Close-Out

As we conclude the fiscal year, the following items are underway:

- final invoices and vendor reconciliations,
- evaluation of seasonal wage distribution,
- rollover inventory assessments,
- insurance and licensing verification,
- grant and cost-share documentation readiness,
- annual reporting of participant numbers, services delivered, and facility usage.

We are also performing departmental reflection and documenting operational efficiencies, challenges, and service outcomes to inform 2026 program planning and budgeting.

First-Quarter Priorities (January-March)

Looking ahead, the department's Q1 priorities include:

- 2026 program and facility planning, including spring sports and early-season programming.
- Hiring and onboarding for seasonal positions, with an emphasis on ensuring adequate lead-time for lifeguard, referee, and summer program staffing.
- Administrative preparation for spring outdoor operations, including equipment prep, mowing cycle planning, and facility readiness.
- Final approach toward budget alignment, ensuring the department remains responsibly managed and transparent in expenditure and operational expectations.
- Continued refinement of revenue-producing programs, specifically:
 - instructional programs,
 - o camps,
 - o facility rentals,
 - o community partner sponsorships.

Closing

The Parks Department continues to operate proactively and responsibly while delivering a wide range of programs deeply valued by the community. Staff remain committed, productive, and focused on quality service delivery, careful stewardship of public resources, and transparent communication with the Board.



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



Planning Department Report

December 2025 Year End Review

Permits - September

Permits	Fees	Est. Value of	Permits	Fees	Est.
Issued	collected	Work	Issued	Collected	Value of Work
(November)	(November)	(November)	(YtD)	(YtD)	(YtD)
10	\$24,138.98	\$6,694,496.00	132	\$156,812.19	\$14,616,240.95

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

Recap

- 1. Updated our website and permitting programs
- 2. Brought most of our processes online and paperless
- 3. Code Updates
 - a. Bulk Water
 - b. Excavation Codes
 - c. Changes to C-2, R-1 And M-1 Zones
 - d. Completed Mixed Use zoning
 - e. Competed PDD Zoning
 - f. Facility and Capacity Fees
 - g. Updated Floodplain Ordinance and adopted new FEMA maps
 - h. Added Accessory Dwelling Units
 - i. Building setbacks and heights
 - ii. Matches the neighborhoods
- 4. Added Sam Crawford to take on subdivision and building inspections
- 5. Jackson Street Sidewalks engineered and installed
- 6. 160 Underpass begins engineering
- 7. Active Transportation Plan is almost complete
- 8. Downtown parking out for engineering
- 9. 160 stormwater projects have been engineered and started in October
- 10. Hunt Road engineering started. This will include conceptual drawings for 3 phases to EE
- 11. 94 to Springfield sewer extension awarded
- 12. Meadows sewer extension bid



Willard Police Department November 2025 - Monthly Statistical Report



Administration	Officer – DSN	Case #'s
Tom McClain, Chief	1601-001	8
Shannon Shipley, Asst. Chief	1602-003	13
	Total	21

Squad #1	1607-050	Caleb Steen, Cpl.	46	Squad #2	1603-027	Steve Purdy, Sgt.	24
	1605-056	Mark Cole, Cpl.	38		1608-054	Stefan Collette, Cpl.	19
	1611-064	Danielle Cale, Officer	44		1610-061	Christian Smith, Sr. Officer	63
	1604-065	Anthony Hickox, Officer	37		1609-063	Cody Weatherford, Officer	35
	1606-067	Levi O'Neil, Officer	12				
	Total		177		Total		141

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		
	Total			
Total Incidents fo	or the month		339	

Incident Statistics

Felony	2	HBO (Handled by Officers)	247
Misdemeanor	3	Use of Force	0
Infraction	127	Dog at Large	2
Other (Services)	207	Neglect-0 /Abuse-0 /Bites-0	0

Vehicle Maintenance

Vehicle	Odometer	Monthly	Shifts Used	Miles per	Monthly	Year to Date
	Reading	Mileage		Shift	Maintenance	Maintenance
WPD-01 2021 Ford F-150	43,136	395	11	36		843.96
WPD-02 2021 Charger	87,450	1,035	16	65		1,792.64
WPD-03 2023 Charger	14,247	1,448	17	85		184.98
WPD-04 2023 Durango	54,297	1,201	18	67	22.68	481.05
WPD-05 2023 Charger	58,128	1,047	18	58		1,844.81
WPD-06 2023 Durango	39,079	1,032	16	65		341.45
WPD-07 2017 Explorer	38,926	726	16	45		1,063.39
WPD-08 2008 Harley	6,836	0	0	0		0
WPD-09 2023 Charger	12,154	1,151	18	64	_	226.97
WPD-10 2023 Charger	15,095	1,633	24	68		249.97

Monthly Vehicle Maintenance Details

WPD-01:	WPD-06:
WPD-02:	WPD-07:
WPD-03:	WPD-08:
WPD-04: gas can; purell	WPD-09:
WPD-05:	WPD-10:

^{*}Assistant Chief Shannon Shipley completed the 1st week of The State of Missouri's Command College.

Public Works Report

November 2025

68 - Service Orders

43 - Rereads

13 - After Hour Call ins

153 - Locates

No Shutoff day as of 12/2/2025

21 - Meter/ERTS Replaced

- All departments (including Parks) attended a 2 hour safety meeting presented by Trevor, Mike, and Shane
 - 4 employees attender a 1 day training at DNR for continuing credits on their water/sewer licenses

Water Department

- Took routine & special water samples
- Flushing all throughout Meadows and Willard
- 3. Repaired water leak at generations Village
- Repaired water leak at Farm Rd. 81
- Repaired water leak on EE
- 6. Repaired water leak on Farm Rd. 89
- 7. Installed meter pit for "D's" Automotive, to take the place of inadequate setup inside of their building
- 8. Continued cutting holes in lids
- 9. 1 water employee attended a 1 day DNR class for continuing credits

Sewer Department

- 1. Lift Station maintenance
- 2. Sewer Lagoon Pond maintenance
- 3. Locates
- 4. Continuing manhole inspections
- 5. Lagoon samples & EDMR
- Continued to camera and Jett and all throughout town
- Unclog LS B check valve (1 times)

- 8. Continued I&I data entry
- 9. Cleared roots on sewer lines on Watson
- 10. Point patch repair on Watson
- 11. Built flow monitor testing station
- 12. Worked on lagoon pump
- 13. Cleaned out manholes by B lift station
- 14. Hauled dirt for water department
- 15. Hauled asphalt for streets department
- 16.2 sewer employees attended a 1 day DNR class for continuing DNR hours

Streets Department

- 1. Continued work on Southview drainage
- 2. Worked on Mark St. driveways
- 3. Fixed potholes on Hunt Rd.
- 4. Fixed potholes on New Mellville
- 5. Replaced street signs at Owen/Colby
- 6. Picked up dead deer on Farm. Rd. 103
- 7. Dirt work on Lone oak
- 8. Dirt work on Hughes/Miller
- 9. Road patch on Farm rd. 97
- 10. Road patch on Lone Oak
- 11. Dirt work on Farm Rd. 124
- 12. Completed road patch in Sarah Ct./Southview intersection (large patch)
- 13. Changed oil in John Deere Boom mower
- 14. Fixed potholes on Hughes
- 15. Replaced signs on Miller Rd.
- 16. Replaced signs on Southview
- 17. Built Gantry Crane frame for Large salt spreader
- 18. Dirt work on farm Rd. 89
- 19. Fixed potholes at Jackson/Miller
- 20. Fixed potholes at Miller/Knight
- 21. Fixed stop signs at Jackson/south; Miller/Hughes; Jeb/Miller; Jackson/Jefferson
- 22. Completed chainsaw maintenance on all saws
- 23. Made signs for sewer department
- 24. Assisted water department on Farm Rd. 89 Leak, as well as "D's" automotive meter install

2025 BOARD ATTENDANCE REPORT

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

NAME	9/8/2025	9/22/2025	10/13/2025	10/27/2025	11/3/2025	11/5/2025	11/10/2025	11/24/2025
MAYOR TROY SMITH	Y	Y	Υ	Y	Υ	Υ	Υ	Υ
CASEY BIELLIER	N	Υ	Υ	Y	Υ	Υ	Υ	Υ
JEREMY HILL	Υ	Υ	Υ	N	Υ	N	Υ	Ν
DAVID KEENE (MPT))	Y	Y	Υ	Y	Υ	Υ	N	Υ
JOYCE LANCASTER	Y	Y	Υ	Y	Υ	Υ	Υ	Υ
CAROL WILSON	Y	N	Υ	Y	Y	Υ	N	Y
		_						

Brandon McKinney would like to make the following Public Comments:

1. Statement for Public Record:

I object to the City proceeding with a vote on the Flock Safety ALPR system without first releasing the public records I requested. The City has delayed those records, attempted to bill me for them after the delay, and is now attempting to vote before the public can review what data is actually collected, how long it is retained, and what agencies it is shared with. Flock's platform uses a multi-agency "handshake" model which allows other law enforcement entities to pull plate and metadata out of our system based on the honor system. Without disclosure, this community has no way to verify whether our data remains inside Willard or leaves this jurisdiction entirely. I request the Board delay any vote on this system until the public records are released and residents have a fair opportunity to evaluate them.

This email is sent prior to the Board's vote tonight.

I am preserving the record that this objection was submitted prior to any vote being taken. Sincerely,

Brandon McKinney

2. Proposed ALPR Guardrails (Public Interest)

- scans that do not match an active hotlist are automatically purged within 24 hours
- "hits" may only be retained as part of a specific active case file
- no outside agency access unless:
 - (1) a warrant or court order exists OR
 - (2) a life-safety emergency is certified in writing by the Chief (meaning: no fishing, no ICE, no dragnet lookups)
- complete audit log of every search (agency, user, time, reason code)
 - → quarterly summary posted publicly
- multi-factor login required for every query
- absolutely no use for generalized surveillance or investigative fishing

These guardrails protect legitimate policing while preventing mission creep and silent cross-jurisdiction queries.

Sincerely,

Brandon McKinney



BOARD OF ALDERS MEETING

TO: The Board of Alders

FROM: Steve Bodenhamer

SUBJECT:

Sanitary Sewer Update (7 min)

CITY OF WILLARD

INTERNAL MEMORANDUM

DATE: December 8, 2025

TO: Mayor Smith and BOA

FROM: S. D. Bodenhamer

RE: Sanitary Sewer Project Status

COMMUNITY FUNDING PARTNERSHIP (94 Lift Station and Force Main)

Status of components:

Construction

 There is an Ordinance on the agenda authorizing the mayor to sign the agreement with Young's General Contracting for the 94 Lift Station and Force Main project. Young's General Contracting will be issued a notice to proceed in January 2026.

MEADOWS CONNECTION TO CITY OF SPRINGFIELD

Status of components:

- Bid opening was conducted Friday Nov. 21. Two contractors submitted bids, JD Wallace
 Contracting, LLC and KCI Construction Company. JD Wallace was the low bidder and is
 recommended by Allgeier, Martin and Associates. The bid tabulation is attached.
- A decision is still to be made regarding Additive Alternate No. 1, the boring vs. open cut of the Farm Road 106 and 103 intersections.
- There is a Resolution on the agenda authorizing the Mayor to sign Work Authorization Amendment No. 1 with Allgeier, Martin and Associates for professional engineering services. This amendment has resulted from additional design costs as outlined in the amendment.

Branch Offices: Kansas City, Rolla, Springfield, Tulsa & Bentonville

Project: Meadows Regionalization Trunk Sewer

Location: Willard, Missouri

Bid Date: November 21, 2025 2:00 P.M.

Did Hanse, Mandaus Danieralization Tours, Course

Engineers Estimate: Base Bid - \$1,248,323.00; Additive Alternate No.1 - \$235,840.00

Engineers: Thomas Hancock, P.E.

BB-27

Bid Items: N	lleadows Regionalization Trunk Sewer			 JD Wallace (Cont	racting, LLC	KCI Constru	ction	Campany
Item						Extended		E	extended
No.	Description	Unit	Quantity	Unit Price		Total	Unit Price		Total
BB-1	Storm Water Pollution Plan (SWPPP) Preparation, Implementation, and Maintenance	LS	1	\$ 3,370.00	\$	3,370.00	\$ 32,900.00	\$	32,900.00
BB-2	Construction Entrance/Exit (Detail A/6)	EA	3	\$ 2,020.00		6,060.00	\$	\$	22,680.00
BB-3	Construction Surveying	LS	1	\$ 13,950.00		13,950.00	\$ 9,960.00	\$	9,960.00
BB-4	Clearing & Grubbing	LS	1	\$ 1,990.00	\$	1,990.00	\$ 18,300.00	\$	18,300.00
BB-5	Construction Fencing and Tree Protection (Detail B/4)	LF	796	\$ 10.00	\$	7,960.00	\$ 17.25	\$	13,731.00
BB-6	Compost Filter Sock - 12-inch Perimeter Control & Ditch Checks (Detail B/5)	LF	564	\$ 4.00	\$	2,256.00	\$ 4.35	\$	2,453.40
BB-7	15-Inch SDR 26 PVC Gravity Sewer	LF	2,963	\$ 200.00	\$	592,600.00	\$ 152.50	\$	451,857.50
BB-8	8-Inch SDR 26 PVC Gravity Sewer	LF	400	\$ 150.00	\$	60,000.00	\$ 92.50	\$	37,000.00
BB-9	Concrete Encasement w/15-inch Pipe (Detail E/2)	LF	122	\$ 330.00	\$	40,260.00	\$ 250.00	\$	30,500.00
BB-10	Impervious Trench Seal (Detail F/2)	EA	4	\$ 1,970.00	\$	7,880.00	\$ 7,800.00	\$	31,200.00
BB-11	SDR 26 PVC Molded Tee (15-inch x 4-inch)	EA	5	\$ 875.00	\$	4,375.00	\$ 1,700.00	\$	8,500.00
BB-12	SDR 26 PVC Molded Tee (8-inch x 4-inch)	EA	2	\$ 315.00	\$	630.00	\$ 1,100.00	\$	2,200.00
BB-13	SDR26 PVC Lateral Pipe (4-inch)	LF	323	\$ 85.50	\$	27,616.50	\$ 181.50	\$	58,624.50
BB-14	Cleanout Riser (Detail H/2)	EA	8	\$ 905.00	\$	7,240.00	\$ 1,240.00	\$	9,920.00
BB-15	Connect to Existing Manhole (Detail C/2)	LS	1	\$ 3,200.00	\$	3,200.00	\$ 7,800.00	\$	7,800.00
BB-16	Flow Metering Manhole (Detail A/3)	LS	1	\$ 115,900.00	\$	115,900.00	\$ 122,600.00	\$	122,600.00
BB-17	Standard Manhole (Detail D/2)	EA	10	\$ 5,630.00	\$	56,300.00	\$ 11,400.00	\$	114,000.00
BB-18	Doghouse Manhole (Detail F/3)	EA	1	\$ 6,970.00	\$	6,970.00	\$ 21,900.00	\$	21,900.00
BB-19	Manhole Depth Exceeding 6-Feet	LF	34.8	\$ 1,440.00	\$	50,112.00	\$ 300.00	\$	10,440.00
BB-20	Type M Stone Riprap Facing (Detail A/5)	SY	211	\$ 77.50	\$	16,352.50	\$ 178.00	\$	37,558.00
BB-21	Aggregate Base	SY	335	\$ 24.50	\$	8,207.50	\$ 120.00	\$	40,200.00
BB-22	Pavement Replacement (Detail A/4)	SY	371	\$ 145.00	\$	53,795.00	\$ 207.50	\$	76,982.50
BB-23	Temporary Traffic Control	LS	1	\$ 19,950.00	\$	19,950.00	\$ 28,500.00	\$	28,500.00
BB-24	Seeding & Type III Mulch w/Tackifier	ACRE	3	\$ 3,850.00	\$	11,550.00	\$ 4,266.67	\$	12,800.01
BB-25	Erosion Control Blanket (Detail C/6)	SY	344	\$ 4.00	\$	1,376.00	\$ 3.36	\$	1,155.84
BB-26	Turf Reinforcement Mat (Detail C/6)	SY	475	\$ 6.70	\$	3.182.50	\$ 7.13	\$	3.386.75

Additive Alternate No. 1 Rid Items - Meadows Regionalization Trunk Sewer

Item						Extended			Extended
No.	Description	Unit	Quantity	ι	Jnit Price	Total		Unit Price	Total
AA-1	Road Bore (24-inch Steel Casing) under Farm Road 103 in lieu of Open Trench Construction Methods Including Excavation, Casing Pipe, Boring and Casing Installation, Carrier Pipe Installation, Casing Spacers, Casing End Seals, and Compacted Backfill, Complete In Place Per Plans & Specifications		78	\$	1,320.00	\$ 102,960.00	;	\$ 1,490.00	\$ 116,220.00
AA-2	Bonding, Insurance, and Any Work Required for Completion of Additive Alternate No. 1 Bid Items Not Listed Elsewhere in this Bid Schedule	Lump Sum	1	\$	36,450.00	\$ 36,450.00		6,100.00	\$ 6,100.00
	TOTAL ADDITIVE BID ALTERNATE NO.1					\$ 139,410.00			\$ 122,320.00

LS

TOTAL BASE BID + ADDITIVE ALTERNATE

Mobilization, Bonds, Insurance, and Any Work Required for Completion

TOTAL BASE BID AMOUNT

of Base Bid Items Not Listed Elsewhere in this Bid Schedule

\$ 1,299,443.00 \$ 1,366,284.00

\$ 36,814.50 \$

36,814.50

\$ 1,243,964.00

This is to certify that at 2:00 P.M. on November 21, 2025 at the City of Willard MO, the bids were publicly opened, read aloud, checked, and the above totals are correct as to the additions.

Thomas Hancock, P.E.

\$ 36,950.00 \$

36,950.00

\$ 1,160,033.00



BOARD OF ALDERS MEETING

TO: The Board of Alders

FROM: Finance Department

SUBJECT:

A RESOLUTION OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, ADOPTING AN AMENDMENT TO THE 2025 BUDGET (10 min)

Budget Comparison Summary

	2023 Actual	2024 Actual	Amended 2025
General Fund			
Revenues	2,897,724	3,234,234	2,874,746
Supplies	523,907	710,487	865,073
Salaries	1,225,279	1,336,857	1,635,402
Capital Expense	228,258	604,200	304,080
Debt Obligations	490,000	276,500	302,650
Total Expenses	2,467,443	2,928,045	3,107,205
Revenue over Expenses	430,281	306,189	(232,459)
Water/Sewer Fund			
Revenues Capital Improvement Funds	3,223,693	4,172,536	4,230,644
			0.004.004
Supplies	1,777,216	1,586,236	2,021,301
Salaries	1,075,957	1,194,687	1,428,454 468,400
Capital Expense	31,761 146,291	72,093 135,910	427,264
Debt Obligations Depreciation	295,066	314,861	727,207
Total Expenses	3,326,291	3,303,787	4,345,419
Revenue over Expenses	(102,598)	868,749	(114,775)
Parks			
Revenues	1,664,453	2,276,721	1,587,872
Supplies	351,541	394,099	382,302
Salaries	722,355	839,576	905,326
Capital Expense	277,489	758,624	94,665
Debt Obligations	313,061	311,194	377,026
Total Expenses	1,664,447	2,303,494	1,759,319
Revenue over Expenses	6	(26,773)	(171,447)
Combined Revenue over Expenses	327,689	1,148,166	(518,681)



BOARD OF ALDERS MEETING

TO: The Board of Alders

FROM: Steve Bodenhamer

SUBJECT:

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO SIGN AMENDMENT NO. 1 TO WORK AUTHORIZATION NUMBER AMA-OC-WILL-23-002 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH ALLGEIER, MARTIN AND ASSOCIATES ON BEHALF OF THE CITY OF WILLARD. (5 min)

CITY OF WILLARD, MISSOURI RESOLUTION NO:25-49

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO SIGN AMENDMENT NO. 1 TO WORK AUTHORIZATION NUMBER AMA-OC-WILL-23-002 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH ALLGEIER, MARTIN AND ASSOCIATES ON BEHALF OF THE CITY OF WILLARD.

WHEREAS, the City of Willard recognizes the critical importance of connecting the Meadows area to the City of Springfield's treatment system; and

WHEREAS, the City of Willard entered into an Agreement for Professional Engineering Services (on-call contract) with Allgeier, Martin and Associates by Ordinance No. 22112B on November 28, 2022; and

WHEREAS, the City of Willard approved Work Authorization Number AMA-OC-Will-23-002 as documented on page 4 of the Minutes of the November 13, 2023, meeting of the Board of Aldermen; and

WHEREAS, the City of Willard extended the Agreement for Professional Engineering Services (on-call contract) with Allgeier, Martin and Associates by Ordinance No. 251013 on October 13, 2025; and

WHEREAS, due to the expansion of the scope of the Meadows Regionalization Trunk Sewer project, as outlined in Amendment No. <u>1</u>, attached as Exhibit A, it is necessary to increase the not-to-exceed fee for the Design Development phase by \$58,000.

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

Section 1. The Board of Adlers hereby grants the Mayor of the City of Willard authority to execute Amendment No. 1 to Work Authorization Number AMA-OC-WILL-23-002 to Agreement for Professional Engineering Services – Exhibit "A" attached.

Section 2. This Resolution shall take effect immediately upon its passage and approval.

ecember 2025 by the Board of Alders of the
<u> </u>
Attested by Rebecca Hansen, City Clerk
<u> </u>

AMENDMENT NO. <u>1</u> TO WORK AUTHORIZATION NUMBER <u>AMA-OC-WILL-23-002</u> TO AGREEMENT FOR PROFESIONAL ENGINEERING SERVICES

It is hereby mutually agreed by the parties hereto that the Work Authorization Agreement between CITY OF WILLARD, MISSOURI, hereinafter referred to as OWNER, and ALLGEIER, MARTIN and ASSOCIATES, INC., hereinafter referred to as ENGINEER, dated November 13th, 2023, for improvements to the wastewater collection system is hereby amended as follows.

This change is due to the following expansions of the scope of the Meadows Regionalization Trunk Sewer project:

- During project design, additional coordination with agencies having jurisdiction of the project was required to obtain necessary permits and approvals. This additional work included addressing concerns with endangered species raised by the U.S. Army Corps of Engineers and U.S. Fish and Wildlife. Additional time was also spent obtaining approval from the Federal Aviation Administration for work on Airport property.
- The project was designed based on preliminary negotiations with property owners. After design was completed, feedback from property owners required additional time to meet, make design changes, and negotiate right-of-way easements. During this process, alternate pipeline alignments were explored to provide additional options to be considered. The delays encountered during right-of-way negotiations have extended the project timeline beyond the anticipated 2025 completion date.
- After the project was designed and construction documents finalized, the city requested
 to increase pipe size of trunk sewer to accommodate higher density development in the
 Meadows Sewer Basin than originally planned for. As a result, drawings, specifications,
 contract documents, and cost estimates were revised.

To accommodate the additional design changes and work, the not-to-exceed fee for the Design Development phase shall be increased by \$58,000. No change to the Bidding and Construction phase or Resident Project Representation fees are required.

The following FEE AND COMPENSATION section shall be amended to read as follows:

FEES AND COMPENSATION

ENGINEER will perform the required engineering services described herein and bill OWNER on the basis of actual time accrued working on the project plus expenses at the labor and non-labor rates listed in the 2023, 2024 and 2025 Rate Schedule. Work performed after 2025 will be billed at the labor and non-labor rates listed in the 2026, 2027 and 2028 Rate Schedule attached hereto as Exhibit A, with a total compensation not-to-exceed **\$194,300.00** which is broken down in more detail as follows:

Design Development: Fees and compensation for preliminary and final design development phase engineering services including preparation of easement documents are estimated at \$123,200.00.

Bidding and Construction: Fees and compensation for bidding and construction phase engineering services are estimated at **\$26,100.00**.

Resident Project Representation: ENGINEER will provide a Resident Project Representative (RPR) on a part-time basis during the construction phase. Said RPR will make periodic site visits at important construction milestones to ensure the Work is proceeding in accordance with the plans and specifications and submit written progress and observation report to Owner summarizing each site visit. Fees and compensation for RPR services are estimated at \$45,000.00 and are based upon an estimated 360 man-hours including expenses.

Distribution of compensation between the respective engineering services described herein may be altered as necessary to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

ACKNOWLEDGMENTS AND AUTHORIZATION

IN WITNESS WHEREOF , City of Willard, Missouri Martin and Associates, Inc., as ENGINEER by <u>Thor</u> this Amendment to be signed this day of <u>De</u>	mas Hancock, P.E., Vice President, have caused
ALLGEIER, MARTIN and ASSOCIATES, INC.	AUTHORIZED AND AGREED TO: City of Willard, Missouri
Ву:	By:
 Thomas Hancock, P.E., Vice President	Troy Smith, Mayor

Exhibit A – Rate Schedule

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE 2026, 2027 and 2028

LABOR RATES

Hourly Billing Rate

	01/01/2026	01/01/2027	01/01/2028
	thru	thru	thru
<u>Classification</u>	12/31/2026	12/31/2027	12/31/2028
Principal/Engineer VI	\$316	\$330	\$342
Principal/Engineer V	\$281	\$293	\$304
Principal/Engineer IV	\$254	\$266	\$275
Principal/Engineer III	\$234	\$245	\$253
Project Manager/Engineer II	\$208	\$217	\$225
Project Manager/Engineer I	\$189	\$198	\$205
Technician IV	\$172	\$180	\$186
Technician III/GIS Specialist	\$172	\$180	\$186
Technician III	\$145	\$152	\$157
Technician II	\$130	\$136	\$141
Technician I	\$123	\$128	\$133
Two-Man GPS Survey Crew	\$241	\$251	\$260
One-Man GPS Survey Crew	\$189	\$198	\$205
Three-Man Survey Crew	\$262	\$274	\$283
Two-Man Survey Crew	\$208	\$217	\$225
Registered Land Surveyor II	\$222	\$232	\$240
Registered Land Surveyor I	\$195	\$204	\$211
Survey Crew Member	\$99	\$103	\$107
Right of Way Specialist	\$152	\$158	\$164
Project Representative III	\$145	\$152	\$157
Project Representative II	\$130	\$136	\$141
Project Representative I	\$120	\$126	\$130
Secretary/Assistant	\$99	\$103	\$107
Print Specialist	\$99	\$103	\$107

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

NON-LABOR RATES

Rate
\$0.70 per mile (or current IRS rate)
Actual Cost
Cost + 10%
Standard Hourly Billing Rate x 2
\$100 per acre



BOARD OF ALDERS MEETING

TO: The Board of Alders

FROM: Wes

SUBJECT:

AN ORDINANCE AUTHORIZING AND PROVIDING A CONTRACT BETWEEN THE CITY OF WILLARD, MISSOURI, AND THE EMPIRE DISTRICT ELECTRIC COMPANY FOR ELECTRIC SERVICE AND EQUIPMENT TO LIGHT THE CITY'S STREETS, ALLEYS, PUBLIC WAYS, PARKS, OTHER PROPERTIES AND PUBLIC PLACES (SECOND READ) (5 MIN)

THE EMPIRE DISTRICT ELECTRIC COMPANY MUNICIPAL ELECTRIC SERVICE AGREEMENT

FIRST READ: 10/27/25 SECOND READ: 11/10/25
BILL NO: 25-67 SECOND READ: 11/10/25
ORDINANCE NO: 251027B

"AN ORDINANCE authorizing and providing a contract between the CITY of WILLARD, Missouri (hereinafter sometimes called the CITY) and The Empire District Electric Company (hereinafter sometimes called the COMPANY), its successors or assigns, for electric service and equipment to light the CITY's streets, alleys, and public ways, electric service for light and power for the CITY's parks, other properties and public places, for a term of years, and specifying the prices to be paid for such lighting and power service, and the terms and conditions of such contract; and in consideration of COMPANY's covenants and obligations contained herein and COMPANY's acceptance of the terms and conditions contained herein including but not limited to COMPANY's agreement to payment by the COMPANY of the Franchise Tax imposed upon COMPANY by Ordinance No. 251027B of the CITY as full payment by the COMPANY of any Franchise Tax, or any similar tax or charge imposed upon the COMPANY by the CITY (other than the Franchise Tax imposed upon the COMPANY by Ordinance No. 251027B of the CITY, or any amendment thereof) for the establishment, operation and maintenance of the Company's facilities within the CITY; except providing further that nothing herein shall prohibit the CITY from lawfully collecting an Occupation Tax, License Tax, motor vehicle license fees and any ad valorem tax on the COMPANY's real estate and personal property."

"BE IT ORDAINED by the Board of Aldermen of the CITY of WILLARD as follows."

ARTICLE 1: That said CITY of **WILLARD**, Missouri is hereby authorized and does contract with The Empire District Electric Company, a corporation, its successors or assigns for electric service and equipment to light the CITY's streets, alleys and public ways; and electric service for light and power for the CITY's parks, other properties and public places.

ARTICLE 2: The CITY and the COMPANY mutually agree that this ordinance will constitute a contract and that all of its terms, conditions and provisions for payment shall be in effect for a period of two (2) years from the date of execution hereof as provided in Article 13; and shall be automatically extended for a further period of two (2) years from each successive expiration date unless one party shall notify the other in writing not less than sixty (60) days prior to any such expiration date of its desire to terminate this agreement; and further providing that this contract shall not be effective for a total period exceeding ten (10) years; and further provided that the terms of Article 5 are not limited by the terms of Article 2.

ARTICLE 3: The COMPANY agrees to furnish and the CITY agrees to use and pay for the street lighting service, and for any and all additional street lighting service subsequently agreed upon under the terms of this contract or any amendment hereto, according to the rates and conditions set out in the Company's most recent Municipal Street Lighting Service Schedules (currently SPL Schedules) on file and approved by the Missouri Public Service Commission.

ARTICLE 4: When, by agreement with the CITY, the COMPANY shall install, own, operate and maintain street lights charged for under Schedule SPL, or is required to provide special or excessive electric facilities to serve CITY owned street lighting systems served under Schedule SPL, there shall be charged, in addition to the rates hereinbefore set out, a Facilities Usage Charge, payable as herein provided, as mutually agreed upon by the parties.

ARTICLE 5: It is agreed that the Facilities Usage Charge shall be computed at the rate set forth in Municipal Street Lighting Service Schedule SPL as now or in the future approved by competent authority having jurisdiction. Said rate shall be applied to the investment in COMPANY owned street lights and special or excessive electric facilities to serve CITY owned street lights utilized by the CITY under Schedule SPL. The total of such investment by the COMPANY is \$364,267.85 and the total of the Facilities Usage Charge (Excess Facilities) shall be \$32,784.11 annually until additional street lights are requested by the CITY and installed by the COMPANY and this contract amended by written agreement. Any agreed upon additions, removals, or other changes that are currently in process may not be reflected in this amount. Such Facilities Usage Charge shall be due and payable by the CITY of WILLARD, Missouri, to the COMPANY so long as the street lights and/or special electric facilities herein referred to in Article 4 and its references shall be utilized by said CITY, but for a term of not less than ten (10) years from date hereof, and shall be payable as provided in said Schedule SPL.

ARTICLE 6: The COMPANY agrees to change the location of any street lamp in use or the facilities associated with street lamp upon the written request of the CITY, provided the CITY shall pay the COMPANY the actual cost thereof.

ARTICLE 7: The COMPANY shall furnish and the CITY shall take and pay for all electric service for municipal use, other than street lighting service, as may be required from time to time by the CITY in its parks, buildings, properties and public places, according to the rates and provisions of the filed standard rate schedules of the COMPANY, and subject to the valid rates, rules and regulations of any competent regulating authority of COMPANY.

ARTICLE 8: The rates and conditions set forth in the attached Schedules SPL and LED, and all applicable rates, rules and regulations of the COMPANY filed with competent authority having jurisdiction as now or hereafter promulgated, shall be allowed provided the CITY utilizes the COMPANY's service for its entire requirements for electric or power service and the COMPANY serves the CITY under the provisions of an electric franchise having an original term of not less than ten (10) years; and COMPANY's agreement to pay the Franchise Tax imposed upon COMPANY by Ordinance No. 251027B of the CITY; shall be accepted by the CITY as full payment of any Franchise Tax or any similar tax or charge imposed upon the COMPANY by the CITY (other than the Franchise Tax imposed upon the COMPANY by Ordinance No. 251027B of the CITY, or any amendment thereof) for the establishment, operation and maintenance of the COMPANY's facilities within the CITY; provided however that nothing herein shall prohibit the CITY from lawfully collecting motor vehicle license fees or any ad valorem tax on the COMPANY's real estate and personal property.

ARTICLE 9: The COMPANY agrees to protect the CITY and save it harmless from any and all loss, damage or expense to persons or property which is caused by the negligence of the COMPANY in its use or maintenance of any and

all equipment owned by it, and used to supply service under this contract.

The CITY agrees to protect the COMPANY and save it harmless from any and all loss, damage or expense to persons or property which may arise due to the use or maintenance of any street lighting equipment owned by the CITY, unless such loss, damage or expense be the sole and proximate result of the COMPANY's negligence.

ARTICLE 10: The COMPANY agrees to exercise reasonable care in maintaining the facilities to be maintained by it and in rendering the service to be rendered by it in the performance of this contract, so that the said service and said facilities may be furnished and maintained in a satisfactory manner.

ARTICLE 11: The CITY agrees for the term of this contract to utilize the COMPANY's service for the purpose herein set forth, and that the electric service rendered the CITY hereunder shall be for its use alone, and shall not be resold, and that it will utilize no electric or power service from a source other than the COMPANY.

ARTICLE 12: This contract supersedes all prior representations or agreements, either verbal or written, concerning matters herein contained, and shall inure to the benefit of and be binding upon the respective legal representatives, successors and assigns of the parties hereto.

ARTICLE 13: Upon the passage and approval of this Ordinance, two copies thereof shall be prepared by the Clerk, and shall be signed in the name of the CITY by the Mayor with the seal of the CITY affixed, attested by the Clerk, and shall also be signed for THE EMPIRE DISTRICT ELECTRIC COMPANY by a proper officer, with the seal of the COMPANY affixed, attested by its Secretary, and thereupon same shall be a valid and binding contract between the said parties. One counterpart shall be delivered to the Clerk, placed and kept in the records of the CITY and the other counterpart shall be delivered to the COMPANY.

Approved this	day of	, 20	
(CITY SEAL)		CITY OF WILLARD, MISSOUR	રા
ATTEST:	RK	MAYOR	
The foregoing Ordinance	e having been duly passed and a	dopted, the CITY of WILLARD , Missouri and THE E act in their respective corporate names by their proper or their contract covering all the terms of said Ordinance	officers
Done this	day of	, 20	
(CITY SEAL)			
		CITY OF WILLARD, MISSOUR	रा
ATTEST:		Ву	
		MAYOR	
CLE	ERK		

THE EMPIRE DISTRICT ELECTRIC COMPANY

			Page 3	Item #
(COMPANY SEAL)	В	у		
ATTEST:			PRESIDENT	
SECRETARY			Date	
STATE OF MISSOURI) COUNTY OF GREENE) SS. CITY OF WILLARD I, that the above and foregoing is a full, true and Governing Body of said CITY and the executions and CITY.	, Clerk of the correct copy of Ordinance on of the contract therein pr	ne CIT e No. 2 rovided	Y of WILLARD , Missouri do hereby c 2 51027B of the CITY , duly passed b d, as the same appears on the recor	ertify y the ds of
Witness my hand and the seal of said	CITY, thisd	lay of _	, 20	_•
			CLERK	
			(CITY S	EAL)

FROM THE RECORDS OF THE CITY OF WILLARD, MISSOURI

THE BOARD OF ALDERM	TEN of the CITY of WILLA ock P.M. on		
members present:		, 202, with	in the following Board
			
		_	
		_	
and with the following Board	members absent:		
		_	
others present at meeting:			
		_	
When and wh matter of record, to-wit:	nere the following, among oth	ner proceedings of th	e Board were had and made
"AN ORDINANCE author called the CITY and The Empire D for electric service and equipment to parks, other properties and public pl and the terms and conditions of sucl COMPANY's acceptance of the term by the COMPANY of the Franchise the COMPANY of any Franchise Ta. Tax imposed upon the COMPANY operation and maintenance of the Co CITY from lawfully collecting an Oc real estate and personal property."	light the CITY's streets, alleys, and paces, for a term of years, and specify h contract; and in consideration of Cons and conditions contained herein in Tax imposed upon COMPANY by x, or any similar tax or charge imposed by Ordinance No. 251027B of company's facilities within the CITY;	sometimes called the Coublic ways, electric serving the prices to be paid COMPANY's covenants cluding but not limited to Ordinance No. 25102 ed upon the COMPANY I the CITY, or any amend except providing further	OMPANY), its successors or assigns ice for light and power for the CITY' for such lighting and power service and obligations contained herein and COMPANY's agreement to payment by the CITY (other than the Franchis diment thereof) for the establishment that nothing herein shall prohibit the
CITY Clerk	202 After considerable d by, that	iscussion of the matt any rules contrary th	ereto be suspended and the
	, seconded by	, that	the bill be given the title of
Said instrument was t adopted, was made a part of the	hen signed by the Mayor and he records of the Board of Ald	•	, and being so passed and

		i age 3	
T	CI 1 C.1 CYTY C	Item#	
l,	, Clerk of the CTTY of	, Missouri, do hereby certify that the	_
0 0	**	utes of the meeting of the Board of Aldermen	
held, 20 records of said CITY.	2_ being that part regarding the passage	of Ordinance No as same appears in	
In testimony h	ereof, I have hereunto set my hand as said, 202	Clerk in, Missouri, this	
010 07 11		CITY CLERK	

CERTIFICATION

I,	, Clerk of the CITY	Y of	Missouri do hereby co	ertify that attached h	ereto is a
true and correct copy	of Ordinance No	adopted at a meeting	g of the Board of Aldermen	held on, 20)2
	fy that Bill No adopts before its final passage		o remained on file in	my office for public in	ispection
In Testimony, 202	Hereof, I have hereunt	so set my hand as sa	id CITY Clerk in	, Missouri this	_ day of
			CITY CLERK		
(NOSEAL)					
			, 202	_	
To the <i>Mayor</i> and Bo	ard of Aldermen				
of the CITY of	, Missouri:				
provisions of Ordina	nce No, pas		nereby accepts the terms and	i	
	, 202				
		Ву	Tim Wilson President - Electric		
(SEAL)					
ATTEST:					
Se	ecretary	_			

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY							
P.S.C. Mo. No.	6	Sec.	3		Original Sheet No.	6	
Canceling P.S.C. Mo. No		Sec.			Original Sheet No		
For ALL TERRITORY							
MUNICIPAL STREET LIGHTING SERVICE LIGHT EMITTING DIODE (LED) TARIFF SCHEDULE SPL-LED							

AVAILABILITY:

This schedule is available for outdoor lighting for streets, alleys, parks, and public places by municipalities served by the Company under the provisions of an Electric Franchise having an original term of not less than ten (10) years, and who have executed, prior to the effective date of this schedule, the Company's standard Municipal Electric Service Agreement (MESA), having an original term of not less than two (2) years.

ANNUAL STREET LIGHTING CHARGE:		Annual Charge	Annual	Input
Light Emitting Diode (LED) Fixtures:	Lumens	per Fixture	kWh	Watts
LED 1	7,500-9,500	\$ 74.03	380	92
LED 2	13,000-16,000	\$100.02	591	143
LED 3	19,000-22,000	\$148.35	694	168

The monthly charge per lamp is 1/12th of the annual charge.

FUEL ADJUSTMENT CLAUSE

The above charges will be adjusted in an amount provided by the terms and provisions of the Fuel Adjustment Clause, Rider FAC.

DETERMINATION OF ENERGY (kWh) USAGE FOR NON-METERED FIXTURES:

The monthly energy charge for each type of fixture is determined by multiplying the annual kWh listed above, by the monthly usage factor listed in the table below:

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	12 month total
Usage Factor	.103	.089	.087	.075	.070	.064	.067	.073	.079	.091	.098	.104	1.00

DATE OF ISSUE August 17, 2020 DATE EFFECTIVE September 16, 2020

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY							
P.S.C. Mo. No	6	Sec	3		Original Sheet No.	7	
Canceling P.S.C. Mo. No		Sec			Original Sheet No		
For <u>ALL TERRITORY</u>							
	_	NICIPAL STREE GHT EMITTING SCHEDU	_	D) TARIFF			

MUNICIPALITY OWNERSHIP:

If the Municipality owns the LED Street Lighting System, the Company will furnish electric energy, inspect LED street lights, and repaint steel poles when necessary. However, replacement or repairs to poles, conduit, conductors, or fixtures shall be paid for by the Municipality.

COMPANY OWNERSHIP - FACILITIES USAGE CHARGE:

When, by agreement with the Municipality, the Company shall install, own, operate, and maintain LED street lights served under this schedule or is required to provide special or excessive electric facilities to serve Municipality-owned LED street lighting systems served under this schedule, a separate agreement shall be executed by and between the Municipality and the Company setting forth the investment in such LED street lighting facilities and a Facilities Usage Charge in the amount of .75% per month of such investment. The Facilities Usage Charge shall be payable by the Municipality to the Company in the manner prescribed in the aforementioned separate agreement and in addition to the Annual Street Lighting Charge as set forth herein.

MINIMUM:

The total annual net amount of the Annual LED Street Lighting Charge, plus the Facilities Usage Charge, shall not be less than an amount equal to twelve (12) times the total of charges to the Municipality for street lighting service for the calendar month prior to the date of the contract.

PAYMENT:

All bills shall be rendered monthly and shall be payable on or before the 25th day of each month succeeding the month during which service was rendered.

CONDITIONS OF SERVICE:

- 1. All fixtures shall burn every night from dusk to dawn, subject to a reasonable maintenance schedule.
- 2. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

Item # A

THE EMPIRE DISTRICT ELECTRIC COMPANY MUNICIPAL ELECTRIC SERVICE AGREEMENT

BILL NO: 15-01

ORDINANCE NO: 150112

"AN ORDINANCE authorizing and providing a contract between the CITY of Willard, Missouri (hereinafter sometimes called the CITY) and The Empire District Electric Company (hereinafter sometimes called the COMPANY), its successors or assigns, for electric service and equipment to light the CITY's streets, alleys, and public ways, electric service for light and power for the CITY's parks, other properties and public places, for a term of years, and specifying the prices to be paid for such lighting and power service, and the terms and conditions of such contract; and in consideration of COMPANY's covenants and obligations contained herein and COMPANY's acceptance of the terms and conditions contained herein for the establishment, operation and maintenance of the Company's facilities within the CITY; except providing further that nothing herein shall prohibit the CITY from lawfully collecting an Occupation Tax, License Tax, motor vehicle license fees and any ad valorem tax on the COMPANY's real estate and personal property."

"BE IT ORDAINED by the Board of Aldermen of the CITY of Willard as follows."

ARTICLE 1: That said CITY of Willard, Missouri is hereby authorized and does contract with The Empire District Electric Company, a corporation, its successors or assigns for electric service and equipment to light the CITY's streets, alleys and public ways;

and electric service for light and power for the CITY's parks, other properties and public places.

ARTICLE 2: The CITY and the COMPANY mutually agree that this ordinance will constitute a contract and that all of its terms, conditions and provisions for payment shall be in effect for a period of two (2) years from the date of execution hereof as provided in Article 13; and shall be automatically extended for a further period of two (2) years from each successive expiration date unless one party shall notify the other in writing not less than sixty (60) days prior to any such expiration date of its desire to terminate this agreement; and further providing that this contract shall not be effective for a total period exceeding ten (10) years; and further provided that the terms of Article 5 are not limited by the terms of Article 2.

ARTICLE 3: The COMPANY agrees to furnish and the CITY agrees to use and pay for the street lighting service described in SPL Street Lighting data sheet, designated Exhibit A, attached hereto and made a part hereof, and for any and all additional street lighting service subsequently agreed upon under the terms of this contract or any amendment hereto, according to the rates and

conditions set out in the Municipal Street Lighting Service Schedule SPL, attached hereto and made a part hereof.

ARTICLE 4: When, by agreement with the CITY, the COMPANY shall install, own, operate and maintain street lights charged for under Schedule SPL, or is required to provide special or excessive electric facilities to serve CITY owned street lighting systems served under Schedule SPL, there shall be charged, in addition to the rates hereinbefore set out, a Facilities Usage Charge, payable as

herein provided, as mutually agreed upon by the parties.

ARTICLE 5: It is agreed that the Facilities Usage Charge shall be computed at the rate set forth in Municipal Street Lighting Service Schedule SPL as now or in the future approved by competent authority having jurisdiction. Said rate shall be applied to the investment in COMPANY owned street lights and special or excessive electric facilities to serve CITY owned street lights utilized by the CITY under Schedule SPL. The total of such investment by the COMPANY is \$249,398.33 and the total of the Facilities Usage Charge shall be \$22,445.85 until additional street lights are requested by the CITY and installed by the COMPANY and this contract amended by written agreement. Such Facilities Usage Charge shall be due and payable by the CITY of Willard, Missouri, to the COMPANY so long as the street lights and/or special electric facilities herein referred to in Article 4 and its references shall be utilized by said CITY, but for a term of not less than ten (10) years from date hereof, and shall be payable as provided in said Schedule SPL.

ARTICLE 6: The COMPANY agrees to change the location of any street lamp in use upon the written request of the CITY,

provided the CITY shall pay the COMPANY the actual cost thereof.

ARTICLE 7: The COMPANY shall furnish and the CITY shall take and pay for all electric service for municipal use, other than street lighting service, as may be required from time to time by the CITY in its parks, buildings, properties and public places, according to the rates and provisions of the filed standard rate schedules of the COMPANY, and subject to the valid rates, rules and regulations of

any competent regulating authority of COMPANY.

ARTICLE 8: The rates and conditions set forth in the attached Schedule SPL, and all applicable rates, rules and regulations of the COMPANY filed with competent authority having jurisdiction as now or hereafter promulgated, shall be allowed provided the CITY utilizes the COMPANY's service for its entire requirements for electric or power service and the COMPANY serves the CITY under the provisions of an electric franchise having an original term of not less than ten (10) year; except for providing further that nothing herein shall prohibit the CITY from lawfully collecting an Occupation Tax, License Tax, motor vehicle license fees or any ad valorem tax on the COMPANY's real estate and personal property.

ARTICLE 9: The COMPANY agrees to protect the CITY and save it harmless from any and all loss, damage or expense to persons or property which is caused by the negligence of the COMPANY in its use or maintenance of any and all equipment owned by

it, and used to supply service under this contract.

The CITY agrees to protect the COMPANY and save it harmless from any and all loss, damage or expense to persons or property which may arise due to the use or maintenance of any street lighting equipment owned by the CITY, unless such loss, damage or expense be the sole and proximate result of the COMPANY's negligence.

ARTICLE 10: The COMPANY agrees to exercise reasonable care in maintaining the facilities to be maintained by it and in rendering the service to be rendered by it in the performance of this contract, so that the said service and said facilities may be

furnished and maintained in a satisfactory manner.

ARTICLE 11: The CITY agrees for the term of this contract to utilize the COMPANY's contract.

ARTICLE 11: The CITY agrees for the term of this contract to utilize the COMPANY's service for the purpose herein set forth, and that the electric service rendered the CITY hereunder shall be for its use alone, and shall not be resold, and that it will utilize no electric or power service from a source other than the COMPANY.

ARTICLE 12: This contract supersedes all prior representations or agreements, either verbal or written concerning matters herein contained, and shall inure to the benefit of and be binding upon the respective legal representatives, successors and assigns of the parties hereto.

ARTICLE 13: Upon the passage and approval of this Ordinance, two copies thereof shall be prepared by the Clerk, and shall be signed in the name of the CITY by the Mayor with the seal of the CITY affixed, attested by the Clerk, and shall also be signed for THE EMPIRE DISTRICT ELECTRIC COMPANY by a proper officer, with the seal of the COMPANY affixed, attested by its Secretary,

PIRE	DISTRICT	ELECTRIC	COMPANY
------	----------	-----------------	---------

C. Mo. No.

Sec.

17th

Revised Sheet No.

Canceling P.S.C. Mo. No. 5

Sec.

16th

Revised Sheet No.

ALL TERRITORY

MUNICIPAL STREET LIGHTING SERVICE SCHEDULE SPL

AVAILABILITY:

This schedule is available to municipalities served by the Company under the provisions of an Electric Franchise having an original term of not less than ten (10) years, for outdoor lighting for streets, alleys, parks and public places under the provisions of the Company's standard Municipal Electric Service Agreement, having an original term of not less than two (2) years.

ANNUAL STREET LIGHTING CHARGE:	Annual Charge	Annual	Watts
Incandescent Lamp Sizes (No New Installation Allowed)	Per Lamp	kWh	
4,000 lumen\$	65.55	1,088	
Mercury-Vapor Lamp Sizes:	TAY SERVICE OF		
7,000 lumen	89.02	784	175
11,000 lumen	106.85	1,186	250
20,000 lumen	152.97	1,868	400
53,000 lumen	258.08	4,475	1000
High-Pressure Sodium-Vapor Lamp Sizes (Lucalox, etc.):			
6,000 lumen	83.42	374	70
16,000 lumen	104.43	694	150
27,500 lumen	135.91	1,271	250
50,000 lumen	193.68	1,880	400
130,000 lumen	312.56	4,313	1000
Metal Halide Lamp Sizes:			
12,000 lumen	130.55	696	175
20,500 lumen	159.99	1,020	250
36,000 lumen	214.03	1,620	400
110,000 lumen	472.96	4,056	1000
The monthly charge per lamp is 1/10th of the appual charge			

The monthly charge per lamp, is 1/12th of the annual charge.

FUEL ADJUSTMENT CLAUSE:

The above charges will be adjusted in an amount provided by the terms and provisions of the Fuel Adjustment Clause, Rider FAC.

DETERMINATION OF ENERGY (kWh) USAGE FOR NON-METERED FIXTURES:

The monthly energy for each type and size of lamp is determined by multiplying the annual kWh listed above, by the monthly usage factor listed in the table below:

MOUTH	Jan	ren	iviai	Aþi	iviay	Juli	Jui	Aug	Sep	Oct	NOV	Dec	total
Usage	102	000	007	075	070	064	067	072	070	001	000	101	4.00
Factor	.103	.009	.007	.075	.070	.004	.007	.073	.079	.091	.098	.104	1.00

February 28, 2013 DATE OF ISSUE ISSUED BY Kelly S. Walters, Vice President, Joplin, MO

DATE EFFECTIVE____

April 1, 2013

12 month

FROM THE RECORDS OF THE CITY OF Missouri, met in regular session EBOARD OF ALDERMEN of the CITY of o'clock P.M. on with the following Board members present: and with the following Board members absent: others present at meeting: When and where the following, among other proceedings of the Board were had and made a matter of record, to-wit: "AN ORDINANCE authorizing and providing a contract between the CITY of Missouri (hereinafter sometimes called the CITY) and The Empire District Electric Company (hereinafter sometimes called the COMPANY), its successors or assigns, for electric service and equipment to light the CITY's streets, alleys, and public ways, electric service for light and power for the CITY's parks, other properties and public places, for a term of years, and specifying the prices to be paid for such lighting and power service, and the terms and conditions of such contract; and in consideration of COMPANY's covenants and obligations contained herein and COMPANY's acceptance of the terms and conditions contained herein for the establishment, operation and maintenance of the Company's facilities within the CITY; except providing further that nothing herein shall prohibit the CITY from lawfully collecting an Occupation Tax, License Tax, motor vehicle license fees and any ad valorem tax on the COMPANY's real estate and personal property." reported that this bill had been on file with the CITY Clerk for public inspection since Min, 2014 After considerable discussion of the matter by the Board with Will of The Empire District Electric Company who was present at the meeting on behalf of the Empire company, it was moved by MUMINI WILLIUM, seconded by , that any rules contrary thereto be suspended and the bill be placed on its first reading; was read in full and passed on its first reading by the following vote: , Aye; , Aye; Nay, None. seconded by , that the bill be It was moved by give the title of Ordinance No. 150112 be placed on second and final readings, and be adopted, and the same was adopted by the following vote:

Said instrument was then signed by the Mayor and attested by the Clerk, and being so passed and adopted, was made a part of the records of the Board of Aldermen.

100000

, Aye;

Nay, None.

CERTIFICATION

I, all avail, Clerk of the CITY of Willard
Aissouri do hereby certify that attached hereto is a true and correct copy of Ordinance No. adopted at a meeting of the Board of Aldermen held on 20
I further certify that Bill No. 15-0 adopted as Ordinance No. 150112 remained on file in my office for public inspection at least thirty (30) days before its final passage.
In Testimony Hereof, I have hereunto set my hand as said CITY Clerk and affixed the seal of said CITY at my office in, Missouri this day of
Dall Owall CITY CLERK

(SEAL)

January 19, 20 15

To the Mayor and BOARD OF ALDERMEN of the City of Willard, Missouri:

THE EMPIRE DISTRICT ELECTRIC COMPANY hereby accepts the terms and provisions of Ordinance No. <u>150112</u>, passed by your Honorable Body on

January 12,20 15.

By Kully Vice President

(SEAL)

ATTEST:

ASSISTANT Secretary

William Inth



BOARD OF ALDERS MEETING

TO: The Board of Alders

FROM: Wes

SUBJECT:

AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VIKING INDUSTRIAL PAINTING FOR MAINTENANCE SERVICING OF THE "MEADOWS" WATER TOWER, PURSUANT TO §432.070, RSMo.

First Reading: 11/24/25 Second Reading: 12/08/25

Bill No.: 25-74 Ordinance No.: 251124

AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD. MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VIKING INDUSTRIAL PAINTING FOR MAINTENANCE SERVICING OF THE "MEADOWS" WATER TOWER, PURSUANT TO §432.070, RSMo.

WHEREAS, pursuant to §§ 250.010 and 250.020, RSMo, the City of Willard is authorized to acquire, construct, improve, extend, maintain and operate its municipal waterworks system; and

WHEREAS, proper maintenance, inspection, and preservation of the City's water towers is necessary to ensure reliable water service, regulatory compliance, and continued protection of public health, safety, and welfare; and

WHEREAS, the City desires to enter into a multi-year maintenance agreement with Viking Industrial Painting for routine inspections, repairs, cleaning, protective coating maintenance, and other preventive maintenance necessary to preserve the City's existing water tower facilities; and

WHEREAS, funds have been allocated in the 2026 fiscal year budget for the first year of the agreement, and future annual appropriations will be made as required; and

WHEREAS, the agreement constitutes a maintenance contract, not a construction or capital improvement project, and shall be executed in accordance with the requirements of § 432.070, RSMo for municipal contracts;

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

SECTION I: The Board of Alders hereby authorizes the Mayor to execute, on behalf of the City of Willard, an agreement with Viking Industrial Painting, in substantially the form attached as Exhibit 1. The Mayor, City Administrator, and other appropriate officials are authorized to execute all documents and take all steps necessary or desirable to carry out the intent of this ordinance and the purposes of the agreement.

SECTION II: The City will encumber the full amount of the maintenance contract agreement, in the amount of \$608, 274. The amount of the agreement will be reduced by the amount of \$101, 379 per annum by the remittance of the annual payment. At the end of the sixth year, the agreement amount of \$608, 274 will be paid in full.

SECTION III: If the Board of Alders should cancel the maintenance contract before 2031, any remaining balance of the full amount of the maintenance contract will be remitted to Viking Industrial Painting.

SECTION IV: This ordinance shall be in full force and effect 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 **8**th **of December 2025**.

Approved By:

Troy Smith, Mayor

Attested By:

Rebecca Hansen, City Clerk

Water Tank Maintenance Contract



Owner: City of Willard Missouri

Tank Description: 500,000 Gallon Pedesphere Water Tower

Date: 11/24/2025

WATER TANK MAINTENANCE CONTRACT

This maintenance contract is entered into between City of Willard Missouri, hereinafter referred to in this Agreement as "Owner", and Viking Painting, LLC Painting of Omaha, Nebraska hereinafter referred to in this Agreement as "the Company".

This Agreement shall set forth the full terms and conditions agreed to between the parties about the inspection, care, and maintenance service of the 500,000 Gallon pedesphere water tower at 2454 N State Hwy AB by the Company.

1. Company Responsibilities

The Owner agrees to employ the Company to maintain its water storage tank in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include but not be limited to the following:

a. Inspection

The Company will annually inspect and service the tank by visual inspection, Remote Operated Vehicle (ROV) inspection, or drain down inspection. A condition report with photo documentation shall be submitted to the Owner following each inspection. In years where a visual inspection is performed, the company shall climb the tank to inspect all exterior coatings and for any safety, sanitary, security, and structural issues. To avoid potential contamination while the tank is in service, the tank interior wet area shall not be entered during a visual inspection but will be observed and photographed from the roof hatch. ROV inspections are done with the tank full with unit sanitized, and lowered into the water, where photos and video will be taken. In years where a clean-out inspection is performed, the interior wet area of the tank shall be entered, cleaned out, and inspected as further defined in 'part b' below. If any significant repair or need for touch up is observed, the Company will schedule a time for the owner to drain the tank to make necessary repairs.

b. Tank Interior Cleaning

Every 4th year, beginning in 2034 (unless a change in schedule is agreed upon by the Owner and the Company), the tank will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). The tank interior will be rinsed using high-pressure wash equipment. Any necessary coating touch up will be done at time of cleaning to extend coating life. The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water pressure while the tank is being serviced.

c. Disinfection

After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. When ROV inspection is performed, the unit will be sanitized on site prior to use. Water sampling and testing will be the responsibility of the Owner.

d. Painting

The Company will clean and repaint the interior and/or exterior of the tanks at such time as painting is needed, but at a minimum in accordance with the schedule provided by the Company, unless otherwise authorized and extended by the Owner in writing. The need for interior painting will be determined by the thickness of the existing lining and its protective condition. The need for exterior painting will be determined by the appearance and Protective condition of the existing paint. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the State, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfections.

Repainting under this Agreement constitutes periodic and/or necessary protective maintenance and shall not include full coating replacement or capital improvement work unless separately authorized.

A lock supplied by Owner will be installed on the roof hatch and ladder gate (if applicable) to deter against any unauthorized climbing or entry to the water tank(s). The keys will be retained by the Owner.

e. Engineering Services

The Company shall maintain the tank to include repairs such as manway gaskets and lids, expansion joints, sway rod adjustments, vent screen replacement, and coating repairs. If required by State Statute, drawings, plans, and specifications shall be completed by the Company and submitted to the State for proper project permitting. The cost for submission and permitting is included in the contract price. Any drawings or plans prepared will be for maintenance compliance or documentation and not for new construction or facility improvement.

f. Emergency

The Company will provide emergency service for vandalism, graffiti, and sanitation at no additional cost to the Owner. Reasonable travel time must be allowed for the repair equipment and crew to reach the tank site.

g. Exclusions

This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) full coating removal or containment of the tanks at any time during the term of the Agreement; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter with exception of insulation and frost jacket; (6) negligent or intentional acts of Owner's employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner's control; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (8) repairs to the foundation of the tank; or (9) other conditions which are beyond the Company's control, including, but not limited to: acts of God and acts of terrorism; (10) repair or replacement of any electrical components, wiring, antennas or cables; (11) operation of the water system.

2. INSURANCE

Throughout the duration of the Agreement, as may be renewed from time to time, the Company will maintain the minimum insurance coverage and limits set forth below and furnish current certificates of insurance coverage to the Owner prior to work being performed, or as requested by the Owner. To the fullest extent of the law, Company shall cause the commercial general liability, commercial automotive liability, commercial umbrella, and pollution liability coverage to include the Owner as an additional insured.

- a. Statutory Workers Compensation and Employers Liability with a minimum per occurrence limit of \$1,000,000
- b. Commercial General Liability written on an occurrence form basis with minimum liability limit of \$2,000,000 per occurrence and \$4,000,000 aggregate limit. Coverage shall include; bodily injury, personal injury and death, property damage, contractors liability coverage, contractual liability coverage and completed operations coverage.
- c. Commercial umbrella/excess liability coverage not less than \$5,000,000.
- d. Commercial Automotive Liability with a minimum per occurrence limit of \$1,000,000.
- e. Contractors Pollution Liability inclusive of Environmental Liability coverage not less than \$2,000,000.

3. WORK AUTHORIZATION

In accordance with RSMO 285.530, Company shall provide affirm its enrollment and participation is a federal work authorization program with respect to the employees working in connection with the contracted services by sworn affidavit. In addition, Company shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

4. PREVAILING WAGES

Company shall pay prevailing wages where required by Missouri State Statutes

5. SAFETY TRAINING

The Company and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program, unless they have previously completed the program and have documentation of having done so.

6. TERMINATION

This is an annual agreement and is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the annual anniversary date. Notice of Termination is to be delivered by certified mail to Viking Industrial Painting PO Box 24162 Omaha, Nebraska 68124, and signed by Owner officials. The Owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. The Company may not terminate the agreement unless the balance due exceeds 90 days past due.

Notwithstanding any other provision of this Agreement, including the notice and anniversary-date requirements, the Owner's financial obligations under this Agreement are contingent upon the appropriation and availability of sufficient funds each fiscal year. The Owner represents that adequate funds have been appropriated for the current fiscal year and agrees to request necessary appropriations for each subsequent year during the term of this Agreement. If, in any future fiscal year, funds are not appropriated or otherwise made available, this Agreement shall automatically terminate at the start of that fiscal year. The Owner shall notify the Company in writing within thirty (30) calendar days of any non-appropriation decision by its governing body; however, failure to provide such notice shall not extend the Agreement beyond the current fiscal year. Upon termination due to non-appropriation, the Owner will pay the Company for all approved charges incurred up to the termination date. The Company waives any claim against the Owner for damages or lost profits resulting from the non-appropriation of funds.

7. COST AND PAYMENT TERMS

The water storage tank shall receive miscellaneous repairs and interior and exterior maintenance, including protective coatings, in accordance with the attached schedule. Coating work shall consist of routine touch-ups and maintenance recoating necessary to preserve existing surfaces. Beginning in 2026 the annual maintenance fee shall be \$101,379. Beginning in 2032 the annual maintenance fee shall be \$31,197; However, each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The first contract year fee, plus all applicable taxes, shall become due on January 1st of each contract year thereafter. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract.

8. TANK MODIFICATION

The Company's fees are based upon the existing structure and components of the tanks. Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the Company, prior to installation or modification and may result in an increase in the annual fee.

9. CHANGES IN LAW

The Owner agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of Section 4 of this Agreement. Modification of this Agreement will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

10. ASSIGNMENT

The Owner may not assign or otherwise transfer all or any of its interest under this Agreement without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Agreement, until its assignee assumes in full and in writing all the obligations of the Owner under this Agreement.

11. INDEMNIFICATION

THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. TO THE EXTENT PERMITTED BY LAW, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ACT OR OMISSION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF THE OWNER'S SOVEREIGN IMMUNITY, OFFICIAL IMMUNITY, OR ANY OTHER DEFENSES OR IMMUNITIES AVAILABLE TO IT UNDER THE MISSOURI CONSTITUTION, §§ 537.600 TO 537.650, RSMO, OR OTHER APPLICABLE LAW.

12. MISCELLANEOUS

No modifications, amendments, or alterations of this Agreement may be made except in writing signed by all the parties to this Agreement. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind

them without further action. If prevailing wages increase at a rate greater than 8 percent per year, Company shall be allowed an adjustment in price.

13. ENTIRE AGREEMENT

This Agreement and referenced incorporated documents constitute the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

14. SEVERABILITY

If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

15. VISUAL INSPECTION DISCLAIMER

This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for maintenance, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

16. GOVERNING LAW AND JURISDICTION

This Agreement and all matters arising out of or relating to 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 provision or rule that would cause the application of the laws of any jurisdiction other than the State of Missouri.

This Agreement signed this	day of	, 20
OWNER: City of Willard Missouri	The Company: Viking Painting, LLC	
Ву:	By: <i>Matt Schultz</i>	
Title:	Title: <u>Water Tank Ma</u>	aintenance Consultant
Attested by:		
Title		

	2026	2027	2028	2029	2030	2031	2032
500 kg ped	Interior/Exterior Coating Maintenance and Miscellaneous Repairs	Visual Inspection With Report	Visual Inspection With Report	Visual Inspection With Report	Interior Cleanout and Coating Touchups and Inspection With Report	Visual Inspection With Report	Visual Inspection With Report
Annual Fee	\$101,379	\$101,379	\$101,379	\$101,379	\$101,379	\$101,379	\$31,197



BOARD OF ALDERS MEETING

TO: The Board of Alders

FROM: Wes

SUBJECT:

AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VIKING INDUSTRIAL PAINTING FOR MAINTENANCE SERVICING OF THE "SCHOOL" WATER TOWER, PURSUANT TO §432.070, RSMo. (SECOND READ) (5 min)

First Reading: 11/24/25 Second Reading: 12/08/25 Bill No.: 25-76 Ordinance No.: 251124B

AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VIKING INDUSTRIAL PAINTING FOR MAINTENANCE SERVICING OF THE "SCHOOL" WATER TOWER, PURSUANT TO §432.070, RSMo.

WHEREAS, pursuant to §§ 250.010 and 250.020, RSMo, the City of Willard is authorized to acquire, construct, improve, extend, maintain and operate its municipal waterworks system; and

WHEREAS, proper maintenance, inspection, and preservation of the City's water towers is necessary to ensure reliable water service, regulatory compliance, and continued protection of public health, safety, and welfare; and

WHEREAS, the City desires to enter into a multi-year maintenance agreement with Viking Industrial Painting for routine inspections, repairs, cleaning, protective coating maintenance, and other preventive maintenance necessary to preserve the City's existing water tower facilities; and

WHEREAS, funds have been allocated in the 2026 fiscal year budget for the first year of the agreement, and future annual appropriations will be made as required; and

WHEREAS, the agreement constitutes a maintenance contract, not a construction or capital improvement project, and shall be executed in accordance with the requirements of § 432.070, RSMo for municipal contracts;

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

SECTION I: The Board of Alders hereby authorizes the Mayor to execute, on behalf of the City of Willard, an agreement with Viking Industrial Painting, in substantially the form attached as Exhibit 1. The Mayor, City Administrator, and other appropriate officials are authorized to execute all documents and take all steps necessary or desirable to carry out the intent of this ordinance and the purposes of the agreement.

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

Read two times and	passed at a meeting of	f the Board of Alders o	of the City of Willard,
Missouri, on the 8th	day of December 2025	5.	

Approved By:	

Item	

	Troy Smith, Mayor	
Attested By:		
	Rebecca Hansen, City Clerk	

Water Tank Maintenance Contract



Owner: City of Willard Missouri

Tank Description: 300,000 Gallon Legged Water Tower

Date: 11/24/2025

WATER TANK MAINTENANCE CONTRACT

This maintenance contract is entered into between City of Willard Missouri, hereinafter referred to in this Agreement as "Owner", and Viking Painting, LLC Painting of Omaha, Nebraska hereinafter referred to in this Agreement as "the Company".

This Agreement shall set forth the full terms and conditions agreed to between the parties about the inspection, care, and maintenance service of the 300,000 Gallon legged water tower at 601 Tower Rd by the Company.

1. Company Responsibilities

The Owner agrees to employ the Company to maintain its water storage tank in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include but not be limited to the following:

a. Inspection

The Company will annually inspect and service the tank by visual inspection, Remote Operated Vehicle (ROV) inspection, or drain down inspection. A condition report with photo documentation shall be submitted to the Owner following each inspection. In years where a visual inspection is performed, the company shall climb the tank to inspect all exterior coatings and for any safety, sanitary, security, and structural issues. To avoid potential contamination while the tank is in service, the tank interior wet area shall not be entered during a visual inspection but will be observed and photographed from the roof hatch. ROV inspections are done with the tank full with unit sanitized, and lowered into the water, where photos and video will be taken. In years where a clean-out inspection is performed, the interior wet area of the tank shall be entered, cleaned out, and inspected as further defined in 'part b' below. If any significant repair or need for touch up is observed, the Company will schedule a time for the owner to drain the tank to make necessary repairs.

b. Tank Interior Cleaning

Every 4th year, beginning in 2035 (unless a change in schedule is agreed upon by the Owner and the Company), the tank will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). The tank interior will be rinsed using high-pressure wash equipment. Any necessary coating touch up will be done at time of cleaning to extend coating life. The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water pressure while the tank is being serviced.

c. Disinfection

After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. When ROV inspection is performed, the unit will be sanitized on site prior to use. Water sampling and testing will be the responsibility of the Owner.

d. Painting

The Company will clean and repaint the interior and/or exterior of the tanks at such time as painting is needed, but at a minimum in accordance with the schedule provided by the Company, unless otherwise authorized and extended by the Owner in writing. The need for interior painting will be determined by the thickness of the existing lining and its protective condition. The need for exterior painting will be determined by the appearance and Protective condition of the existing paint. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the State, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfections.

Repainting under this Agreement constitutes periodic and/or necessary protective maintenance and shall not include full coating replacement or capital improvement work unless separately authorized.

A lock supplied by Owner will be installed on the roof hatch and ladder gate (if applicable) to deter against any unauthorized climbing or entry to the water tank(s). The keys will be retained by the Owner.

e. Engineering Services

The Company shall maintain the tank to include repairs such as manway gaskets and lids, expansion joints, sway rod adjustments, vent screen replacement, and coating repairs. If required by State Statute, drawings, plans, and specifications shall be completed by the Company and submitted to the State for proper project permitting. The cost for submission and permitting is included in the contract price. Any drawings or plans prepared will be for maintenance compliance or documentation and not for new construction or facility improvement.

f. Emergency

The Company will provide emergency service for vandalism, graffiti, and sanitation at no additional cost to the Owner. Reasonable travel time must be allowed for the repair equipment and crew to reach the tank site.

g. Exclusions

This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) full coating removal or containment of the tanks at any time during the term of the Agreement; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter with exception of insulation and frost jacket; (6) negligent or intentional acts of Owner's employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner's control; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (8) repairs to the foundation of the tank; or (9) other conditions which are beyond the Company's control, including, but not limited to: acts of God and acts of terrorism; (10) repair or replacement of any electrical components, wiring, antennas or cables; (11) operation of the water system.

2. INSURANCE

Throughout the duration of the Agreement, as may be renewed from time to time, the Company will maintain the minimum insurance coverage and limits set forth below and furnish current certificates of insurance coverage to the Owner prior to work being performed, or as requested by the Owner. To the fullest extent of the law, Company shall cause the commercial general liability, commercial automotive liability, commercial umbrella, and pollution liability coverage to include the Owner as an additional insured.

- a. Statutory Workers Compensation and Employers Liability with a minimum per occurrence limit of \$1,000,000
- b. Commercial General Liability written on an occurrence form basis with minimum liability limit of \$2,000,000 per occurrence and \$4,000,000 aggregate limit. Coverage shall include; bodily injury, personal injury and death, property damage, contractors liability coverage, contractual liability coverage and completed operations coverage.
- c. Commercial umbrella/excess liability coverage not less than \$5,000,000.
- d. Commercial Automotive Liability with a minimum per occurrence limit of \$1,000,000.
- e. Contractors Pollution Liability inclusive of Environmental Liability coverage not less than \$2,000,000.

3. WORK AUTHORIZATION

In accordance with RSMO 285.530, Company shall provide affirm its enrollment and participation is a federal work authorization program with respect to the employees working in connection with the contracted services by sworn affidavit. In addition, Company shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

4. PREVAILING WAGES

Company shall pay prevailing wages where required by Missouri State Statutes

5. SAFFTY TRAINING

The Company and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program, unless they have previously completed the program and have documentation of having done so.

6. TERMINATION

This is an annual agreement and is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the annual anniversary date. Notice of Termination is to be delivered by certified mail to Viking Industrial Painting PO Box 24162 Omaha, Nebraska 68124, and signed by Owner officials. The Owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. The Company may not terminate the agreement unless the balance due exceeds 90 days past due.

Notwithstanding any other provision of this Agreement, including the notice and anniversary-date requirements, the Owner's financial obligations under this Agreement are contingent upon the appropriation and availability of sufficient funds each fiscal year. The Owner represents that adequate funds have been appropriated for the current fiscal year and agrees to request necessary appropriations for each subsequent year during the term of this Agreement. If, in any future fiscal year, funds are not appropriated or otherwise made available, this Agreement shall automatically terminate at the start of that fiscal year. The Owner shall notify the Company in writing within thirty (30) calendar days of any non-appropriation decision by its governing body; however, failure to provide such notice shall not extend the Agreement beyond the current fiscal year. Upon termination due to non-appropriation, the Owner will pay the Company for all approved charges incurred up to the termination date. The Company waives any claim against the Owner for damages or lost profits resulting from the non-appropriation of funds.

7. COST AND PAYMENT TERMS

The water storage tank shall receive miscellaneous repairs and interior and exterior maintenance, including protective coatings, in accordance with the attached schedule. Coating work shall consist of routine touch-ups and maintenance recoating necessary to preserve existing surfaces. Beginning in 2026 the annual maintenance fee shall be \$163,997. Beginning in 2032 the annual maintenance fee shall be \$25,690; However, each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The first contract year fee, plus all applicable taxes, shall become due on January 1st of each contract year thereafter. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of

the Owner and are in addition to the stated costs and fees in this Contract.

8. TANK MODIFICATION

The Company's fees are based upon the existing structure and components of the tanks. Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the Company, prior to installation or modification and may result in an increase in the annual fee.

9. CHANGES IN LAW

The Owner agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of Section 4 of this Agreement. Modification of this Agreement will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

10. ASSIGNMENT

The Owner may not assign or otherwise transfer all or any of its interest under this Agreement without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Agreement, until its assignee assumes in full and in writing all the obligations of the Owner under this Agreement.

11. INDEMNIFICATION

THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. TO THE EXTENT PERMITTED BY LAW, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ACT OR OMISSION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF THE OWNER'S SOVEREIGN IMMUNITY, OFFICIAL IMMUNITY, OR ANY OTHER DEFENSES OR IMMUNITIES AVAILABLE TO IT UNDER THE MISSOURI CONSTITUTION, §§ 537.600 TO 537.650, RSMO, OR OTHER APPLICABLE LAW.

12. MISCELLANEOUS

No modifications, amendments, or alterations of this Agreement may be made except in writing signed by all the parties to this Agreement. No failure or delay on the part of any

party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them without further action. If prevailing wages increase at a rate greater than 8 percent per year, Company shall be allowed an adjustment in price.

13. ENTIRE AGREEMENT

This Agreement and referenced incorporated documents constitute the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

14. SEVERABILITY

If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

15. VISUAL INSPECTION DISCLAIMER

This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for maintenance, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

16. GOVERNING LAW AND JURISDICTION

This Agreement and all matters arising out of or relating to 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 provision or rule that would cause the application of the laws of any jurisdiction other than the State of Missouri.

This Agreement signed this	_day of	. 20
OWNER: City of Willard Missouri	The Company: Viking Painting, LLC	
By:	By: <i>Matt Schultz</i>	
Title:	Title: Water Tank Maintenance Co	onsultant on the second of the
Attested by:		
Title:		

	2026	2027	2028	2029	2030	2031	2032
300 kg legged	Visual Inspection With Report	Exterior Wash/Interior Cleanout and Touch Up	Visual Inspection With Report	Visual Inspection With Report	Visual Inspection With Report	Interior/Exterior Coating Maintenance and Miscellaneous Repairs	Visual Inspection With Report
Annual Fee	\$63,997	\$63,997	\$63,997	\$63,997	\$63,997	\$63,997	\$25,690



BOARD OF ALDERS MEETING

TO: The Board of Alders

FROM: Wes

SUBJECT:

AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VIKING INDUSTRIAL PAINTING FOR MAINTENANCE SERVICING OF THE "DOWNTOWN" WATER TOWER, PURSUANT TO §432.070, RSMo. (SECOND READ) (5 min)

First Reading: 11/24/25 Second Reading: 12/08/25 Bill No.: 25-77 Ordinance No.: 251124C

AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VIKING INDUSTRIAL PAINTING FOR MAINTENANCE SERVICING OF THE "DOWNTOWN" WATER TOWER, PURSUANT TO §432.070, RSMo.

WHEREAS, pursuant to §§ 250.010 and 250.020, RSMo, the City of Willard is authorized to acquire, construct, improve, extend, maintain and operate its municipal waterworks system; and

WHEREAS, proper maintenance, inspection, and preservation of the City's water towers is necessary to ensure reliable water service, regulatory compliance, and continued protection of public health, safety, and welfare; and

WHEREAS, the City desires to enter into a multi-year maintenance agreement with Viking Industrial Painting for routine inspections, repairs, cleaning, protective coating maintenance, and other preventive maintenance necessary to preserve the City's existing water tower facilities; and

WHEREAS, funds have been allocated in the 2026 fiscal year budget for the first year of the agreement, and future annual appropriations will be made as required; and

WHEREAS, the agreement constitutes a maintenance contract, not a construction or capital improvement project, and shall be executed in accordance with the requirements of § 432.070, RSMo for municipal contracts;

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

SECTION I: The Board of Alders hereby authorizes the Mayor to execute, on behalf of the City of Willard, an agreement with Viking Industrial Painting, in substantially the form attached as Exhibit 1. The Mayor, City Administrator, and other appropriate officials are authorized to execute all documents and take all steps necessary or desirable to carry out the intent of this ordinance and the purposes of the agreement.

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

Read two times and	passed at a meeting of	f the Board of Alders	of the City of Willard,
Missouri, on the 8th	day of December 2025	5 .	

Approved By:	

	Troy Smith, Mayor	
Attested By:		
	Rebecca Hansen, City Clerk	

Water Tank Maintenance Contract



Owner: City of Willard Missouri

Tank Description: 50,000 Gallon Waterball Water Tower

Date: 11/24/2025

WATER TANK MAINTENANCE CONTRACT

This maintenance contract is entered into between City of Willard Missouri, hereinafter referred to in this Agreement as "Owner", and Viking Painting, LLC Painting of Omaha, Nebraska hereinafter referred to in this Agreement as "the Company".

This Agreement shall set forth the full terms and conditions agreed to between the parties about the inspection, care, and maintenance service of the 50,000 Gallon waterball water tower at 109 N Main St by the Company.

1. Company Responsibilities

The Owner agrees to employ the Company to maintain its water storage tank in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include but not be limited to the following:

a. Inspection

The Company will annually inspect and service the tank by visual inspection, Remote Operated Vehicle (ROV) inspection, or drain down inspection. A condition report with photo documentation shall be submitted to the Owner following each inspection. In years where a visual inspection is performed, the company shall climb the tank to inspect all exterior coatings and for any safety, sanitary, security, and structural issues. To avoid potential contamination while the tank is in service, the tank interior wet area shall not be entered during a visual inspection but will be observed and photographed from the roof hatch. ROV inspections are done with the tank full with unit sanitized, and lowered into the water, where photos and video will be taken. In years where a clean-out inspection is performed, the interior wet area of the tank shall be entered, cleaned out, and inspected as further defined in 'part b' below. If any significant repair or need for touch up is observed, the Company will schedule a time for the owner to drain the tank to make necessary repairs.

b. Tank Interior Cleaning

Every 4th year, beginning in 2032 (unless a change in schedule is agreed upon by the Owner and the Company), the tank will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). The tank interior will be rinsed using high-pressure wash equipment. Any necessary coating touch up will be done at time of cleaning to extend coating life. The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water pressure while the tank is being serviced.

c. Disinfection

After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. When ROV inspection is performed, the unit will be sanitized on site prior to use. Water sampling and testing will be the responsibility of the Owner.

d. Painting

The Company will clean and repaint the interior and/or exterior of the tanks at such time as painting is needed, but at a minimum in accordance with the schedule provided by the Company, unless otherwise authorized and extended by the Owner in writing. The need for interior painting will be determined by the thickness of the existing lining and its protective condition. The need for exterior painting will be determined by the appearance and Protective condition of the existing paint. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the State, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfections.

Repainting under this Agreement constitutes periodic and/or necessary protective maintenance and shall not include full coating replacement or capital improvement work unless separately authorized.

A lock supplied by Owner will be installed on the roof hatch and ladder gate (if applicable) to deter against any unauthorized climbing or entry to the water tank(s). The keys will be retained by the Owner.

e. Engineering Services

The Company shall maintain the tank to include repairs such as manway gaskets and lids, expansion joints, sway rod adjustments, vent screen replacement, and coating repairs. If required by State Statute, drawings, plans, and specifications shall be completed by the Company and submitted to the State for proper project permitting. The cost for submission and permitting is included in the contract price. Any drawings or plans prepared will be for maintenance compliance or documentation and not for new construction or facility improvement.

f. Emergency

The Company will provide emergency service for vandalism, graffiti, and sanitation at no additional cost to the Owner. Reasonable travel time must be allowed for the repair equipment and crew to reach the tank site.

g. Exclusions

This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) full coating removal or containment of the tanks at any time during the term of the Agreement; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter with exception of insulation and frost jacket; (6) negligent or intentional acts of Owner's employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner's control; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (8) repairs to the foundation of the tank; or (9) other conditions which are beyond the Company's control, including, but not limited to: acts of God and acts of terrorism; (10) repair or replacement of any electrical components, wiring, antennas or cables; (11) operation of the water system.

2. INSURANCE

Throughout the duration of the Agreement, as may be renewed from time to time, the Company will maintain the minimum insurance coverage and limits set forth below and furnish current certificates of insurance coverage to the Owner prior to work being performed, or as requested by the Owner. To the fullest extent of the law, Company shall cause the commercial general liability, commercial automotive liability, commercial umbrella, and pollution liability coverage to include the Owner as an additional insured.

- a. Statutory Workers Compensation and Employers Liability with a minimum per occurrence limit of \$1,000,000
- b. Commercial General Liability written on an occurrence form basis with minimum liability limit of \$2,000,000 per occurrence and \$4,000,000 aggregate limit. Coverage shall include; bodily injury, personal injury and death, property damage, contractors liability coverage, contractual liability coverage and completed operations coverage.
- c. Commercial umbrella/excess liability coverage not less than \$5,000,000.
- d. Commercial Automotive Liability with a minimum per occurrence limit of \$1,000,000.
- e. Contractors Pollution Liability inclusive of Environmental Liability coverage not less than \$2,000,000.

3. WORK AUTHORIZATION

In accordance with RSMO 285.530, Company shall provide affirm its enrollment and participation is a federal work authorization program with respect to the employees working in connection with the contracted services by sworn affidavit. In addition, Company shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

4. PREVAILING WAGES

Company shall pay prevailing wages where required by Missouri State Statutes

5. SAFFTY TRAINING

The Company and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program, unless they have previously completed the program and have documentation of having done so.

6. TERMINATION

This is an annual agreement and is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the annual anniversary date. Notice of Termination is to be delivered by certified mail to Viking Industrial Painting PO Box 24162 Omaha, Nebraska 68124, and signed by Owner officials. The Owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. The Company may not terminate the agreement unless the balance due exceeds 90 days past due.

Notwithstanding any other provision of this Agreement, including the notice and anniversary-date requirements, the Owner's financial obligations under this Agreement are contingent upon the appropriation and availability of sufficient funds each fiscal year. The Owner represents that adequate funds have been appropriated for the current fiscal year and agrees to request necessary appropriations for each subsequent year during the term of this Agreement. If, in any future fiscal year, funds are not appropriated or otherwise made available, this Agreement shall automatically terminate at the start of that fiscal year. The Owner shall notify the Company in writing within thirty (30) calendar days of any non-appropriation decision by its governing body; however, failure to provide such notice shall not extend the Agreement beyond the current fiscal year. Upon termination due to non-appropriation, the Owner will pay the Company for all approved charges incurred up to the termination date. The Company waives any claim against the Owner for damages or lost profits resulting from the non-appropriation of funds.

7. COST AND PAYMENT TERMS

The water storage tank shall receive miscellaneous repairs and interior and exterior maintenance, including protective coatings, in accordance with the attached schedule. Coating work shall consist of routine touch-ups and maintenance recoating necessary to preserve existing surfaces. Beginning in 2026 the annual maintenance fee shall be \$32,943. Beginning in 2032 the annual maintenance fee shall be \$14,292; However, each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The first contract year fee, plus all applicable taxes, shall become due on January 1st of each contract year thereafter. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of

the Owner and are in addition to the stated costs and fees in this Contract.

8. TANK MODIFICATION

The Company's fees are based upon the existing structure and components of the tanks. Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the Company, prior to installation or modification and may result in an increase in the annual fee.

9. CHANGES IN LAW

The Owner agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of Section 4 of this Agreement. Modification of this Agreement will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

10. ASSIGNMENT

The Owner may not assign or otherwise transfer all or any of its interest under this Agreement without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Agreement, until its assignee assumes in full and in writing all the obligations of the Owner under this Agreement.

11. INDEMNIFICATION

THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. TO THE EXTENT PERMITTED BY LAW, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ACT OR OMISSION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF THE OWNER'S SOVEREIGN IMMUNITY, OFFICIAL IMMUNITY, OR ANY OTHER DEFENSES OR IMMUNITIES AVAILABLE TO IT UNDER THE MISSOURI CONSTITUTION, §§ 537.600 TO 537.650, RSMO, OR OTHER APPLICABLE LAW.

12. MISCELLANEOUS

No modifications, amendments, or alterations of this Agreement may be made except in writing signed by all the parties to this Agreement. No failure or delay on the part of any

party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them without further action. If prevailing wages increase at a rate greater than 8 percent per year, Company shall be allowed an adjustment in price.

13. ENTIRE AGREEMENT

This Agreement and referenced incorporated documents constitute the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

14. SEVERABILITY

If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

15. VISUAL INSPECTION DISCLAIMER

This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for maintenance, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

16. GOVERNING LAW AND JURISDICTION

This Agreement and all matters arising out of or relating to 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 provision or rule that would cause the application of the laws of any jurisdiction other than the State of Missouri.

This Agreement signed this	day of, 20
OWNER: City of Willard Missouri	The Company: Viking Painting, LLC
By:	By: <i>Matt Schultz</i>
Title:	Title: Water Tank Maintenance Consultant
Attested by:	
Title	

	2026	2027	2028	2029	2030	2031	2032
50 kg waterball	Interior Cleanout Inspection and Touch Up With Report	Visual Inspection With Report	Visual Inspection With Report	Visual Inspection With Report	Interior/Exterior Coating Maintenance and Miscellaneous Repairs	Visual Inspection With Report	Interior Cleanout and Coating Touchups and Inspection With Report
Annual Fee	\$32,943	\$32,943	\$32,943	\$32,943	\$32,943	\$32,943	\$14,292



BOARD OF ALDERS MEETING

TO: The Board of Alders

FROM: Parks

SUBJECT:

AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO EXTEND THE AGREEMENT WITH PREMIER PYROTECHNICS (FIRST AND SECOND READ) (5 min)

First Reading: 11/24/25

Second Reading: 12/08/25 Bill No.: 25-75 Ordinance No.: 251124A

AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO EXTEND THE AGREEMENT WITH PREMIER PYROTECHNICS

WHEREAS, the City of Willard, Missouri ("the City") entered into a three-year contract with Premier Pyrotechnics earlier this year to provide annual fireworks shows associated with Freedom Fest; and

WHEREAS, Premier Pyrotechnics has offered an incentive to enter into a new threeyear contract and to exercise an early payment option; and

WHEREAS, the City feels it will serve the interests of the City to sign a new three-year contract and exercise the early payment option offered;

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 a new agreement and all necessary assurances, on behalf of the City of Willard, a municipal corporation, with Premier Pyrotechnics, Inc., in substantially the form attached as Exhibit 1. The Mayor, City Administrator, and other appropriate City officials are hereby authorized to execute the agreement 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 agreement.

SECTION II: This ordinance shall be in full force and effect 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 8th day of December 2025.

Approved By:		
	Troy Smith, Mayor	
Attested By:		
	Rebecca Hansen, City Clerk	



BOARD OF ALDERS MEETING

TO: The Board of Alders

FROM: Finance Department

SUBJECT: AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF WILLARD, MISSOURI FOR THE YEAR 2026. (FIRST AND SECOND READ) (10 min)

First Reading: 12/08/25 Second Reading: 12/08/25

Bill No.: 25-71 Ordinance No.: 251110C

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF WILLARD, **MISSOURI FOR THE YEAR 2026.**

WHEREAS, Section 67.010 through 67.080 RSMo requires each political subdivision of the State of Missouri to prepare and adopt an annual budget prior to the beginning of the fiscal year; and

WHEREAS, the City of Willard has prepared a proposed budget for the fiscal year 2026, including estimates of revenues and expenditures, budget message, and comparative data for prior years, as required by law;

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

Section 1: The City does hereby adopt the annual budget for the year 2026 set forth on the attached Schedule A, which is incorporated herein by reference as if set forth in full.

Section 2: The appropriate officers of the City are authorized to make all payments and issue checks from the City treasury in payment of items reflected in the approved budget.

Section 3: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed in so- far any portion thereof shall conflict with this Ordinance.

Section 4: Savings Clause. Nothing in this ordinance shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired, or liability incurred, nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this ordinance. In the event of any conflict between this ordinance and any other law, regulation or ordinance, the more restrictive shall apply.

Section 5: Severability Clause. If any Section, subdivision, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Aldermen hereby declares that it would have adopted the ordinance and each Section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more Sections, subsections, sentences, clauses, or phases be declared invalid.

Section 6: This Ordinance shall be in full force and effect from and after the date of its passage by the Board of Aldermen and approval of the Mayor.

Approved By:	Troy Smith, Mayor
Attested By:	

Rebecca Hansen, City Clerk

Missouri, on the 8th day of December 2025.

Read two times and passed at a meeting of the Board of Alders of the City of Willard,

Budget Comparison Summary

	2023 Actual	2024 Actual	Amended 2025	Proposed 2026
General Fund	A .		4 (10)	
Revenues	2,897,724	3,234,234	2,874,746	3,145,900
Supplies	523,907	710,487	865,073	1,059,764
Salaries	1,225,279	1,336,857	1,635,402	2,083,608
Capital Expense	228,258	604,200	304,080	611,360
Debt Obligations	490,000	276,500	302,650	125,000
Total Expenses	2,467,443	2,928,045	3,107,205	3,879,732
Revenue over Expenses	430,281	306,189	(232,459)	(733,832)
Water/Sewer Fund	*			
Revenues	3,223,693	4,172,536	4,230,644	4,696,292
Capital Improvement Funds	()			6,517,339 11,213,631
Cumpling	1,777,216	1,586,236	2,021,301	2,389,891
Supplies Salaries	1,075,957	1,194,687	1,428,454	1,164,209
Capital Expense	31,761	72,093	468,400	7,018,515
Debt Obligations	146,291	135,910	427,264	528,648
Depreciation	295,066	314,861	,	<u>.</u>
Total Expenses	3,326,291	3,303,787	4,345,419	11,101,263
Revenue over Expenses	(102,598)	868,749	(114,775)	112,368
Parks				
Revenues	1,664,453	2,276,721	1,587,872	1,409,650
Supplies	351,541	394,099	382,302	393,773
Salaries	722,355	839,576	905,326	859,300
Capital Expense	277,489	758,624	94,665	173,704
Debt Obligations	313,061	311,194	377,026	311,757
Total Expenses	1,664,447	2,303,494	1,759,319	1,738,534
Revenue over Expenses	6	(26,773)	(171,447)	(328,884)
Combined Revenue over Expenses	327,689	1,148,166	(518,681)	(950,348)



BOARD OF ALDERS MEETING

TO: The Board of Alders

FROM: Steve Bodenhamer

SUBJECT:

AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH YOUNG'S GENERAL CONTRACTING FOR THE 94 LIFT STATION UPGRADE AND FORCE MAIN REPLACEMENT (FIRST AND SECOND READ) (5 min)

First Reading: 12/8/25 Second Reading: 12/8/25

Bill No: 25-78 Ordinance No: 251124D

AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH YOUNG'S GENERAL CONTRACTING FOR THE 94 LIFT STATION UPGRADE AND FORCE MAIN REPLACEMENT

WHEREAS, the City of Willard recognizes the critical importance of maintaining and improving its sanitary sewer infrastructure to ensure reliable, efficient, and compliant service to residents and businesses; and.

WHEREAS, the upgrades to the City's 94 Lift Station and Force Main to the Springfield connection point are essential to adequately handle both current and future wastewater flows to the City of Springfield's treatment system; and.

WHEREAS the City of Willard advertised construction bids and bids were open September 17, 2025; and

WHEREAS, Young's General Contracting was low bidder at a construction cost of \$4,866,635 and their proposal has been reviewed and recommended by Allgeier, Martin and Associates, the City of Willard's engineer for this project; and

WHEREAS, the City of Willard received a Community Funding Grant from the United States Environmental Protection Agency and has reviewed all construction documents, bidding documents and Young's General Contracting's compliance with Federal Regulations and recommend Notice of Award be issued to Young's General Contracting; and

WHEREAS, the City of Willard has issued Notice of Award to Young's General Contracting dated November 10, 2025; and

WHEREAS, Young's General Contracting has submitted their Performance Bond, Payment Bond, Certificate of Insurance and Irrevocable Directive of Draw Proceeds and these documents have been reviewed and recommended by Allgeier, Martin and Associates, the City of Willard's engineer for this project; and

WHEREAS, The Board of Alders has approved a final financing plan demonstrating the City's capacity to complete the project under sound financial terms

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

SECTION I: The Board of Alders hereby authorizes the Mayor to execute, on behalf of the City of Willard, an agreement with Young's General Contracting, attached as Exhibit 1.

SECTION II: The Board of Alders hereby authorizes the Mayor to execute, on behalf of the City of Willard, the Irrevocable Directive of Draw Proceeds with Young's General Contracting and Great Horn Financial Services, attached as Exhibit 2.

SECTION III: The Board of Alders hereby authorizes the Mayor to execute, on behalf of the City of Willard, the Notice to Proceed to Young's General Contracting, attached as Exhibit 3.

SECTION IV: This ordinance shall be in full force and effect 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 8th day of December 2025.

Approved By:	
,,	Troy Smith, Mayor
Attested By:	Rehecca Hansen, City Clerk

DOCUMENT 00500 AGREEMENT FORM

THIS AGREEMENT, made this 10th day of November 2025, by and between CITY OF WILLARD, MISSOURI hereinafter called "OWNER" and YOUNG'S GENERAL CONTRACTING, INC. doing business as a corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- 1. The CONTRACTOR will commence and complete the construction of the <u>"94" LIFT STATION UPGRADE AND</u> FORCE MAIN REPLACEMENT.
- 2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
- 3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on the date as stipulated in the NOTICE TO PROCEED and will complete same within <u>270</u> consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR agrees to pay as liquidated damages to the OWNER the sum of <u>\$500.00</u> each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.
- 4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum <u>FOUR MILLION EIGHT HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED THIRTY-FIVE AND 00/100 DOLLARS (\$4,866,635.00)</u>, or as shown in the BID Schedule.
 - 5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Invitation\Advertisement to Bid
 - (B) Instruction to Bidders
 - (C) Bid
 - (D) Bid Bond
 - (E) Agreement Form
 - (F) General Conditions of the Contract
 - (G) Supplemental General Conditions
 - (H) Payment Bond
 - (I) Performance Bond
 - (J) Notice of Award
 - (K) Notice to Proceed
 - (L) Drawings prepared by <u>Allgeier, Martin and Associates, Inc.</u>, numbered <u>1 through 39</u> dated <u>August 5</u>, 2025.
 - (M) Specifications prepared by Allgeier, Martin and Associates, Inc., dated August 5, 2025.
 - (N) Addenda:
 - No. _ 1_, dated September 10, 2025.
- 6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
- This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in <u>four (4)</u> counterparts, each of which shall be deemed an original on the date first above written.

(SEAL)	OWNER:
ATTEST:	City of Willard, Missouri
Ву:	Ву:
Name:(Please Type)	Name: Troy Smith (Please Type)
Title: City Clerk	Title: Mayor
(SEAL)	
ATTEST:	CONTRACTOR:
Jessica Yang Secretary Name (Please Type)	Pane's General Contracting The
Name (Please Type)	By: Lyle James
MILL CONTRACTOR	Name (Please Type)

EXHIBIT A

IRREVOCABLE DIRECTIVE OF DRAW PROCEEDS

TO: City of Willard, MO ("Obligee")

Young's General Contracting, Inc. ("Contractor") and Great Horn Financial Services, LLC ("Agent") have entered into a Disbursement Control Agreement relative to the construction of a project known as:

<u>City of Willard, MO – Lift Station & Force Main Install (Estimated Contract Price = \$4,866,635.00)</u>. Great Horn Financial Services, LLC is to be employed directly by the Contractor and is in no way a party to the agreement between the Obligee and Contractor.

The Disbursement Control Agreement between the Contractor and Great Horn Financial Services, LLC requires that the Obligee direct all contract funds to be deposited into a Joint Disbursement Account that has been set up by the Contractor. The Obligee signing herein below irrevocably certifies that all payments made to the Contractor for the construction described above will be endorsed on the back of the payment check, draft or voucher to include the words: "Deposit Only to Disbursement Control Account # (to be provided), Valley National Bank". All payments are to be mailed to the Contractor in care of Great Horn Financial Services, LLC at the following address: P.O. Box 470279, Lake Monroe, FL 32747, or wire transferred directly to the above-described account (additional banking information below):

If by wire or ACH, please route via:

Valley National Bank

FBO: Young's General Contracting, Inc.

ABA: Routing No. 021201383 (ACH or wire transfers)

Account No. (to be provided)

By signing this Agreement, Obligee further agrees to immediately notify Great Horn Financial Services, LLC of any mechanic's liens, stop notices or claims to the contract funds relative to performance by Contractor.

This certification is irrevocable by the Obligee and can only be changed by written directive of the Contractor, with written consent of Main Street America Group and Great Horn Financial, LLC.

City of Willard, MO
Oldy of Williams, 1910
Ву:
Date:
ed it on the day first written above.
Willier
AL CONSTRUCTION OF THE PORT OF
SEAL N

DOCUMENT 00502 NOTICE TO PROCEED

TO: YOUNG'S GENERAL CONTRACTING, INC.	Date:
5100 HWY PP	Project: <u>"94" LIFT STATION UPGRADE AND FORCE MAIN</u> REPLACEMENT
POPULAR BLUFF, MO 63901	
	224 W. JACKSON ST., WILLARD, MISSOURI 65781
	ccordance with the Agreement dated <u>November 10th</u> , 20 <u>25</u> on or RK within <u>270</u> consecutive calendar days thereafter. The date of
	CITY OF WILLARD, MISSOURI
	By: Troy Smith
	Title: Mayor
ACCEPTANCE OF NOTICE	
Receipt of the above NOTICE TO PROCEED	
is hereby acknowledged by: YOUNG'S GENERAL CONTRA	ACTING, INC.
this the day of, 20 <u>26</u>	
ByKyle Young	
Title President	

DOCUMENT 00610 PERFORMANCE BOND

Bond No. S329008

KNOW ALL MEN BY THESE PRESENTS: that		
YOUNG'S GENERAL CONTRACTING, INC.		
(Name of Contractor)		
5100 HWY PP, POPULAR BLUFF, MO 63901		
(Address of Contractor)		
a <u>Corporation</u> , (Corporation, Partnership, or Individual) hereinafter called Principal, and		
NGM Insurance Company		
(Name of Surety)		
55 West Street, Keene, NH 03431		
(Address of Surety)		
hereinafter called Surety, are held and firmly bound unto CITY OF WILLARD, MISSOURI		
(Name of Owner)		
224 W. JACKSON ST., WILLARD, MISSOURI 65781		
(Address of Owner)		

hereinafter called OWNER, in the penal sum of <u>FOUR MILLION EIGHT HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED THIRTY-FIVE AND 00/100 DOLLARS (\$4,866,635.00)</u> in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 10th day of November, 2025, a copy of which is hereto attached and made a part hereof for the construction of:

"94" LIFT STATION UPGRADE AND FORCE MAIN REPLACEMENT

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the 24th day of November, 2025.

ATTEST: Young's General Contracting, Inc. (Principal) 5100 Hwy PP, Poplar Bluff, MO 63901 (SEAL) (Address) Witness to Principal 5100 Hwy PP, Poplar Bluff, MO 63901 (Address) **NGM Insurance Company** ATTEST: (Surety) (SEAL) (Attorney-in-Fact) Witness to Surety, Andrea McCarthy (Address) 55 West Street, Keene, NH 03431 (Address)

55 West Street, Keene, NH 03431

1923 CORIDA

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

DOCUMENT 00611 PAYMENT BOND (LABOR AND MATERIALS)

Bond No. S329008

KNOW ALL MEN BY THESE PRESENTS: that		
YOUNG'S GENERAL CONTRACTING, INC.		
(Name of Contractor)		
5100 HWY PP, POPULAR BLUFF, MO 63901		
	(Address of Contractor)	
a CORPORATION (Corporation, Partnership, or Individual) hereinafter called		
Principal, andNGM Ins	surance Company	
(Name of Surety)		
55 West Street, Keene, NH 03431		
(Address of Surety)		
hereinafter called Surety, are held and firmly bound u	intoCITY OF WILLARD, MISSOURI	
	(Name of Owner)	
224 W. JACKSON ST., WILLARD, MISSOURI 65781		
(Address of Owner)		

hereinafter called OWNER, in the penal sum of <u>FOUR MILLION EIGHT HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED THIRTY-FIVE AND 00/100 DOLLARS (\$4,866,635.00)</u> in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 10th day of November, 2025, a copy of which is hereto attached and made a part hereof for the construction of:

"94" LIFT STATION UPGRADE AND FORCE MAIN REPLACEMENT

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed on such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligations on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Z:\Willard MO\City of Willard\Wastewater\94 Lift Station - Community Grant Program\Contracts\Cdocs and Specs\Final Cdocs - Young's General Contracting\00611 - Payment Bond.docx

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each of which shall be deemed an original, this the 24th day of November, 2025.

ATTEST: (Principal) (Principal) Secretary) (SEAL) (Address) Witness to Principal 5100 Hwy PP, Poplar Bluff, MO 63901 (Address) (Surety) ATTEST: 55 West Street, Keene, NH 03431 Witness to Surety, Andrea McCarthy (Address) 55 West Street, Keene, NH 03431

Young's General Contracting, Inc. 5100 Hwy PP, Poplar Bluff, MO 63901 **NGM Insurance Company** (Attorney-in-Fact) Amanda L. Williams, Attorney-in-Fact

1923 CORIDA

NOTE: Date of BOND must not be prior to date of Contract.

(Address)

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.





POWER OF ATTORNEY

KNOW ALL PARTIES BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Amanda L. Williams, Andrea McCarthy, Andrew P. Thome, Ashley Miller, Dana A. Johnessee, Donna Robson, Michael D. Wiedemeier, Christina A. Culotta, Blake A. Messer, Braden Askew, Shandi Swederska

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Five Million Dollars (\$5,000,000)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Secretary and its corporate seal to be hereto affixed this 9th day of October, 2024.

NGM INSURANCE COMPANY By:

Lauren K. Powell

Vice President, Corporate Secretary

State of Wisconsin, County of Dane.

On this 9th day of October, 2024, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 9th day of October, 2024.

Mary J. Risso
My Commission Expires February 8, 2027

I, Nathan Hoyt, Assistant Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this

24th day of November , 2025

Nathan Hoyt, Assistant Vice President

PUBLIC

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
 TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
 TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
 Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.



CERTIFICATE OF LIABILITY INSURANCE

Item # G. DATE (MI

11/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PRODUCER Mitchell Insurance (573) 471-0538 (573) 471-9734 (A/C, No): (A/C, No, Ext): 901 N. Main tlestes@mitchellinsinc.com ADDRESS: P.O. Box 10 INSURER(S) AFFORDING COVERAGE NAIC# Sikeston MO 63801 **AmWINS Brokerage** INSURER A: INSURED **Liberty Mutual** 10792 INSURER B: Young's General Contracting, Inc. INSURER C 5100 Highway PP INSURER D : INSURER E Poplar Bluff MO 63901 INSURER F CL254817177 **COVERAGES CERTIFICATE NUMBER:** REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDLISUBRI POLICY EFF POLICY EXP TYPE OF INSURANCE INSD WVD **POLICY NUMBER** LIMITS COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE | CCCUR 50,000 PREMISES (Ea occurren 5,000 MED EXP (Any one person) LHA114959 12/20/2024 12/20/2025 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE POLICY X PRO-2,000,000 PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT **AUTOMOBILE LIABILITY** \$ 1,000.000 X ANY AUTO **BODILY INJURY (Per person)** OWNED AUTOS ONLY SCHEDULED В AZG67128284 12/20/2024 12/20/2025 BODILY INJURY (Per accident) \$ AUTOS NON-OWNED HIRED PROPERTY DAMAGE (Per accident) \$ AUTOS ONLY AUTOS ONLY **BAEXT** UMBRELLA LIAB 5,000,000 OCCUR **EACH OCCURRENCE EXCESS LIAB** 89223A244ALI 12/20/2024 12/20/2025 5,000,000 CLAIMS-MADE AGGREGATE DED RETENTION \$ WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT NIA OFFICEROMENDER EXCEDED (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$1,000,000 Pollution Liability Pollution Policy - Markel/Evanston CPLMO129189 02/06/2025 02/06/2026 \$1,000,000 General Aggregate Insurance Company Each Transportation \$1,000,000 muuon oonuluon Liin DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. CITY OF WILLARD 224 W JACKSON STREET **AUTHORIZED REPRESENTATIVE**

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WILLARD

MO 65781



CERTIFICATE OF LIABILITY INSURANCE

_____ Item # G.

11/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PHONE (A/C, No, Ext): 844-472-0967 E-MAIL FAX (A/C, No): **BIBERK** 203-654-3613 P.O. Box 113247 customerservice@biBERK.com ADDRESS: Stamford, CT 06911 NAIC# INSURER(S) AFFORDING COVERAGE 20931 INSURER A: Wellfleet New York Insurance Company INSURED INSURER B: Young's General Contracting Inc INSURER C INSURER D: 5100 Highway PP Poplar Bluff, MO 63901 INSURER E: INSURER F: **COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP LIMITS TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 0 0 CLAIMS-MADE OCCUR \$ 0 \$ MED EXP (Any one person) 0 PERSONAL & ADV INJURY \$ GEN'L AGGREGATE LIMIT APPLIES PER: 0 **GENERAL AGGREGATE** \$ PRO-0 POLICY PRODUCTS - COMP/OP AGG \$ \$ OTHER OMBINED SINGLE LIMIT AUTOMOBILE LIABILITY \$ (Ea accident) OTUA YNA BODILY INJURY (Per person) \$ OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) \$ **AUTOS ONLY** 5 UMBRELLA LIAB **EACH OCCURRENCE** \$ **OCCUR EXCESS LIAB** AGGREGATE CLAIMS-MADE \$ DED RETENTION \$ WORKERS COMPENSATION X PER STATUTE AND EMPLOYERS' LIABILITY s1,000,000 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT 06/12/2025 06/12/2026 N N9WC995214 NIA E.L. DISEASE - EA EMPLOYEE \$1,000,000 yes, describe under DESCRIPTION OF OPERATIONS below s1,000,000 E.L. DISEASE - POLICY LIMIT Professional Liability (Errors & Per Occurrence/ Omissions): Claims-Made Aggregate DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Willard 224 W Jackson Street Willard, MO 65781 **AUTHORIZED REPRESENTATIVE** lated 61/20