



CITY OF WILLARD

BOARD OF ALDERMAN REGULAR MEETING

July 14, 2025 at 6:00 PM

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

AGENDA

Update Posted on July 10, 2025, at 3:30 p.m.

The tentative agenda of this meeting includes:

PLEDGE OF ALLEGIANCE

CALL THE MEETING TO ORDER

ROLL CALL

AGENDA AMENDMENTS/APPROVAL OF AGENDA

CONSENT AGENDA:

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

- 1. Meeting Minutes from June 23, 2025**
- 2. June/July 2025 Current Outstanding Invoices, Checks, and Draft Paid Invoices**
- 3. Department Head Reports June 2025**
- 4. Department Head Report City Clerk June 2025**
- 5. Department Head Report Court June 2025**
- 6. Department Head Report Human Resources June 2025**
- 7. Department Head Report Parks Department June 2025**
- 8. Department Head Report Planning and Zoning June 2025**
- 9. Department Head Report Willard Police Department June 2025**
- 10. Department Head Report Willard Public Works June 2025**
- 11. Board Attendance Report**

CURRENT OUTSTANDING INVOICES, DRAFT AND CHECK PAID INVOICES

CITIZEN INPUT

PROJECT MANAGER REPORT

- 12. Sanitary Sewer Status Update**

PRESENTATION

- 13. Public Works Equipment Presentation**
- 14. Flock Camera Presentation**

DISCUSSION

15. Option to Move to Monthly BOA Meetings

PUBLIC HEARING FOR

16. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, REVISING AND REPLACING SECTION 400.510 OF THE CITY CODE, PROVIDING FOR MIXED-USE DEVELOPMENT
17. AN ORDINANCE AMENDING SCHEDULE IV OF THE WILLARD, MISSOURI 'LAND DEVELOPMENT CODE' TO ADD SECTION 400.515 REGARDING PLANNED DEVELOPMENT DISTRICTS
18. AN ORDINANCE REVISING SCHEDULE IV OF THE WILLARD, MISSOURI CITY CODE 'LAND DEVELOPMENT CODE,' TO REPLACE SECTION 400.1520 IN ADOPTING FLOODPLAIN MANAGEMENT REGULATIONS
19. AN ORDINANCE REVISING SCHEDULE IV OF THE WILLARD, MISSOURI CITY CODE 'LAND DEVELOPMENT CODE', SECTION 400.120, IN ORDER TO CLARIFY THE DEFINITION OF AN ACCESORY DWELLING UNIT
20. AN ORDINANCE REVISING SCHEDULE IV OF THE WILLARD, MISSOURI CITY CODE 'LAND DEVELOPMENT CODE', SECTION 400.570, TO SIMPLIFY THE GENERAL CODE BY CONSOLIDATING ANIMAL REGULATIONS INTO ONE SECTION
21. AN ORDINANCE REVISING SCHEDULE IV OF THE WILLARD, MISSOURI CITY CODE 'LAND DEVELOPMENT CODE', SECTION 400.520, IN ORDER TO ALLOW HOMEOWNERS FLEXIBILITY IN UTILIZING ACCESSORY STRUCTURES
22. AN ORDINANCE ADDING SCHEDULE IV OF THE WILLARD, MISSOURI CITY CODE 'LAND DEVELOPMENT CODE', SECTION 400.521, IN ORDER TO ALLOW ACCESSORY DWELLING UNITS

ORDINANCES

23. AN ORDINANCE REPEALING SECTION 127.220 OF THE MUNICIPAL CODE OF THE CITY OF WILLARD, MISSOURI AND AMENDING SECTION 127.210, REGARDING EXCLUSIONS TO MEMBERSHIP ON THE PARKS AND RECREATIONAL ADVISORY BOARD (SECOND READ)
24. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, REVISING AND REPLACING SECTION 400.510 OF THE CITY CODE, PROVIDING FOR MIXED-USE DEVELOPMENT (FIRST AND SECOND READ)
25. AN ORDINANCE AMENDING SCHEDULE IV OF THE WILLARD, MISSOURI 'LAND DEVELOPMENT CODE' TO ADD SECTION 400.515 REGARDING PLANNED DEVELOPMENT DISTRICTS (FIRST AND SECOND READ)
26. AN ORDINANCE REVISING SCHEDULE IV OF THE WILLARD, MISSOURI CITY CODE 'LAND DEVELOPMENT CODE,' TO REPLACE SECTION 400.1520 IN ADOPTING FLOODPLAIN MANAGEMENT REGULATIONS (FIRST AND SECOND READ)
27. AN ORDINANCE REVISING SCHEDULE IV OF THE WILLARD, MISSOURI CITY CODE 'LAND DEVELOPMENT CODE', SECTION 400.120, IN ORDER TO CLARIFY THE DEFINITION OF AN ACCESORY DWELLING UNIT (FIRST AND SECOND READ)
28. AN ORDINANCE REVISING SCHEDULE IV OF THE WILLARD, MISSOURI CITY CODE 'LAND DEVELOPMENT CODE', SECTION 400.570 TO SIMPLIFY THE GENERAL CODE BY CONSOLIDATING ANIMAL REGULATIONS INTO ONE SECTION (FIRST AND SECOND READ)
29. AN ORDINANCE REVISING SCHEDULE IV OF THE WILLARD, MISSOURI CITY CODE 'LAND DEVELOPMENT CODE', SECTION 400.520, IN ORDER TO ALLOW

HOMEOWNERS FLEXIBILITY IN UTILIZING ACCESSORY STRUCTURES (FIRST AND SECOND READ)

- 30. AN ORDINANCE ADDING SCHEDULE IV OF THE WILLARD, MISSOURI CITY CODE 'LAND DEVELOPMENT CODE', SECTION 400.521, IN ORDER TO ALLOW ACCESSORY DWELLING UNITS (FIRST AND SECOND READ)**
- 31. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, ACCEPTING A BID FOR SOLID WASTE COLLECTION SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE RELATED AGREEMENTS (FIRST AND SECOND READ)**
- 32. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH T-MOBILE CENTRAL LLC AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT (FIRST AND SECOND READ)**
- 33. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH DH PACE SYSTEMS INTEGRATION TO PROVIDE AND INSTALL AN ACCESS CONTROL DEVICE FOR THE WILLARD POLICE STATION MAIN ENTRANCE DOOR, ALONG WITH PROVIDING ANNUAL ACCESS SERVICE (FIRST AND SECOND READ)**
- 34. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE GRANTING OF A UTILITY EASEMENT TO SPIRE GASAN
ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE GRANTING OF A UTILITY EASEMENT TO SPIRE GAS (FIRST AND SECOND READ)**
- 35. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION FOR RELOCATED WATER STORAGE SPACE IN STOCKTON LAKE (FIRST READ)**

CITY ADMINISTRATOR REMARKS

NEW BUSINESS

UNFINISHED BUSINESS

RECESS OPEN SESSION

OPEN CLOSED SESSION PURSUANT TO RSMO SECTION 610.021 (1) LEGAL, (2) REAL ESTATE, (3,13) PERSONNEL

CALL THE MEETING TO ORDER

ROLL CALL

CLOSE THE CLOSED SESSION AND RECONVENE THE OPEN SESSION

ADJOURN MEETING

If you have special needs which require accommodation, please notify personnel at the City Hall. Representatives of the news media may obtain copies of this notice by contacting the City Clerk at 417-742-5302.

Rebecca Hansen, City Clerk



CITY OF WILLARD

BOARD OF ALDERMAN REGULAR MEETING

June 23, 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, CFO Carolyn Halverson, Director of Public Works Trevor Hoffman, Financial Assistant Genia Mount, Planning and Zoning Director Mike Ruesch, Parks Director Jason Knight, Project Manager Steve Bodenhamer, Police Officer Brian Gordon

Citizens Present: Sean McKiernan, Blake Pace

PLEDGE OF ALLEGIANCE

Mayor Smith led the Pledge of Allegiance.

CALL THE MEETING TO ORDER

Mayor Smith called the meeting to order at 6:01 pm and asked the City Clerk to conduct the roll call.

ROLL CALL

Rebecca Hansen conducted the roll call

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

Absent: Carol Wilson

Rebecca Hansen confirmed that a quorum was present.

AGENDA AMENDMENTS/APPROVAL OF AGENDA

City administrator Wes pointed out that the correct spreadsheet for agenda item #13 was before the Board; the wrong spreadsheet was included in the packet. The presentation (agenda item #3) would not be taking place because engineers found that the proposed development exceeded the sewer capacity.

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

CONSENT AGENDA:

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

stand approved upon motion by any Board member, second and unanimous vote to “approve the Consent Agenda as published or modified.”

1. Meeting Minutes from June 9, 2025

2. May Financial Summaries

May Financial Statements

May/June Outstanding Invoices, Checks, and Draft Paid Invoices

May Check Register

May Utilities Adjustment Report

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

CURRENT OUTSTANDING INVOICES, DRAFT AND CHECK PAID INVOICES

None to report

CITIZEN INPUT

None

PRESENTATION BY WESTWARD LAND COMPANY

3. Westward Willard Presentation

(This presentation was canceled)

PRESENTATION OF 2024 INTERNAL AUDIT BY DECKER AND PACE

A representative of Decker and Pace presented the results of the internal audit.

The audit showed that total revenues were up because of more grants received this year. Expenditures were also up because of the city spending that grant money. Excluding the grants, the totals were similar to last year. The City has more than the recommended cash reserve—one year instead of the recommended six months.

There was improvement in cash flow. The City fell into “single audit standards” this year because we spent more than \$750,000 of federal money in grants. A more stringent audit is required; the City was found to be within compliance. Financially, the City is healthy.

PROJECT MANAGER REPORT

4. Sanitary Sewer Status Update

Project Manager Steve Bodenhamer offered an update on the sanitary sewer. Regarding 94 Lift Station Forced Main, we received the cash that was promised, so we are back on track. Construction easements have been created. Of five desired easements, four are on track. On the fifth, there has been no response. Allgeier, Martin, and Associates are on track to begin engineering. Regarding the airport easements: the trustee who would not sign has been emailing. We have options to reroute; it would just be ideal to stay with the original route, if possible.

RESOLUTIONS

5. A RESOLUTION OF THE BOARD OF ALDERS CONSENTING TO THE MAYOR'S APPOINTMENT OF CELEEN THEDELL TO THE PLANNING COMMISSION

Celeen Thedell was in attendance. She comes highly recommended. The Board had no questions.

Mayor Smith asked for a motion to commend the appointment of Celeen Thedell to the P&Z Commission. Motion was made by Alder Mathison and seconded by Alder Keene. Motion carried with a 5-0 vote. Voting Aye: Alders Biellier, Hill, Keene, Lancaster, and Mathison

ORDINANCES

- 6. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CRAWFORD, MURPHY, & TILLY, INC. FOR THE PLANNING AND DESIGN OF A U.S. HIGHWAY 160 PEDESTRIAN UNDERPASS (SECOND READ)**

The Board felt that no further discussion was needed on this ordinance.

Mayor Smith had the ordinance read and asked for a motion. Motion was made by Alder Biellier and seconded by Alder Keene. Motion carried with a 5-0 vote. Voting Aye: Alders Biellier, Hill, Keene, Lancaster, and Mathison

- 7. AN ORDINANCE RE-ESTABLISHING THE ORGANIZATION AND OPERATION OF AN ECONOMIC DEVELOPMENT TASK FORCE FOR THE CITY OF WILLARD; AUTHORIZING THE MAYOR TO PROCEED WITH THE APPOINTMENT OF A NINE-MEMBER ADVISORY BOARD, WITH THE APPROVAL OF THE BOARD OF ALDERMEN, TO SERVE AS THE ECONOMIC DEVELOPMENT TASK FORCE. (SECOND READ)**

City Administrator Wes Young reminded the Board that this task force existed before but fell by the wayside. Discussion on the topic last meeting was that the city would benefit by an advisory board serving in this capacity.

Mayor Smith had the ordinance read and asked for a motion. Motion was made by Alder Keene and seconded by Alder Lancaster. Motion carried with a 5-0 vote. Voting Aye: Alders Biellier, Hill, Keene, Lancaster, and Mathison

- 8. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, GREENE COUNTY, MISSOURI, AUTHORIZING THE APPOINTMENT OF ONE DIRECTOR AND ONE ALTERNATE TO THE SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION (SECOND READ)**

City Administrator Wes Young advised the Board that there was no new information on this ordinance.

Mayor Smith had the ordinance read and asked for a motion. Motion was made by Alder Keene and seconded by Alder Hill. Motion carried with a 5-0 vote. Voting Aye: Alders Biellier, Hill, Keene, Lancaster, and Mathison

- 9. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, ACCEPTING THE BID OF COMMERCE BANK FOR THE DEPOSIT OF CITY PUBLIC FUNDS AND AUTHORIZING THE MAYOR TO EXECUTE RELATED AGREEMENTS (SECOND READ)**

CFO Carolyn Halverson and City Administrator Wes Young shared information that guided the recommendation to keep our municipal funds at Commerce Bank.

Mayor Smith had the ordinance read and asked for a motion. Motion was made by Alder Hill and seconded by Alder Keene. Motion carried with a 5-0 vote. Voting Aye: Alders Biellier, Hill, Keene, Lancaster, and Mathison

10. AN ORDINANCE APPROVING A REPLAT OF LOTS 1 THROUGH 40 OF HOFFMAN HILLS PHASE 1, A RESIDENTIAL PLANNED DEVELOPMENT DISTRICT IN THE CITY OF WILLARD, GREENE COUNTY, MISSOURI (SECOND READ)

Planning Director Mike Ruesch reported no change in this replat.

Mayor Smith had the ordinance read and asked for a motion. Motion was made by Alder Biellier and seconded by Alder Hill. Motion carried with a 5-0 vote. Voting Aye: Alders Biellier, Hill, Keene, Lancaster, and Mathison

11. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, ADOPTING AN AMENDMENT TO THE 2025 BUDGET (FIRST AND SECOND READ)

There were minor changes to the budget since last meeting's presentation. The Board had some questions about purchasing a new skid steer.

Mayor Smith had the ordinance read the first time and asked for a motion. Motion was made by Alder Hill and seconded by Alder Keene. Motion carried with a 5-0 vote. Voting Aye: Alders Biellier, Hill, Keene, Lancaster, and Mathison

Mayor Smith asked for a second reading of the ordinance and then for a motion. Motion was made by Alder Keene and seconded by Alder Mathison. Motion carried with a 5-0 vote. Voting Aye: Alders Biellier, Hill, Keene, Lancaster, and Mathison

12. AN ORDINANCE REPEALING SECTION 127.220 OF THE MUNICIPAL CODE OF THE CITY OF WILLARD, MISSOURI AND AMENDING SECTION 127.210, REGARDING EXCLUSIONS TO MEMBERSHIP ON THE PARKS AND RECREATIONAL ADVISORY BOARD (FIRST READ)

City Administrator Wes Young reminded everyone that this ordinance removes the stipulation that a member of the Board of Alders cannot serve on the Parks Board. That stipulation seems unnecessary, and even counter-intuitive at this time. It is working well to have a member of the Board on the Planning Commission, so we will follow that model for other advisory boards.

13. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, ACCEPTING THE BID FOR CELL PHONE SERVICE FOR MUNICIPAL OPERATIONS, AND AUTHORIZING THE MAYOR TO EXECUTE RELATED AGREEMENTS (FIRST AND SECOND READ)

The Board asked how many phones are covered by the bid. CFO Carolyn Halverson reported seven phones—some for directors and 4 for police. Specific quote amounts were discussed—all are lower this year than the plan we currently have. That table was left out of the packet, but was before them now.

CITY ADMINISTRATOR REMARKS

14. Financial Scorecard

City Administrator Wes Young pointed out financial areas of note: All areas are looking promising. Things appear cautionary on Parks, but spending is much lower at this time of year compared to

last year. Financial reporting summary is on this month's update. We will do this moving forward. Given the discussions, we will develop performance scorecard(s) for Parks next.

NEW BUSINESS

none

UNFINISHED BUSINESS

City Administrator Wes Young reported on the new implementation of a Manager's Minute. Three hundred sixty people viewed it. The video highlighted the lift station I&I and appeared very well received.

RECESS OPEN SESSION

OPEN CLOSED SESSION PURSUANT TO RSMO SECTION 610.021 #(1) LEGAL and #(2) REAL ESTATE

(Refer to Closed Meeting minutes for a record of the Closed Session, as appropriate)

CLOSE THE CLOSED SESSION AND RECONVENE THE OPEN SESSION 7:58

ADJOURN MEETING 7:58

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 AGENDA REPORT BOARD OF ALDERS

TO: Board of Alders

FROM: Carolyn Halverson

SUBJECT: June/July 2025 Current Outstanding Invoices, Checks, and Draft Paid invoices

ATTACHMENTS: 1



City of Willard, MO

Expense Approval Report

Item # 2.

By Vendor Name

Post Dates 6/19/2025 - 7/11/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: AMA300 - ALLGEIER, MARTIN & ASSOCIATES, INC					
ALLGEIER, MARTIN & ASSOCIA	183	07/09/2025	ON-CALL LIFT STNS & MDWS FUTURE WASTEWTR FLWS - S	20-700-56400	2,950.00
ALLGEIER, MARTIN & ASSOCIA	184	07/11/2025	ANTIDEGRADATION STUDY & FACILITY PLAN - S	20-700-56400	3,601.00
Vendor AMA300 - ALLGEIER, MARTIN & ASSOCIATES, INC Total:					6,551.00
Vendor: REP425 - ALLIED SERVICES, LLC					
ALLIED SERVICES, LLC	6783	07/09/2025	TRASH EXP-ALL	10-100-62300	125.86
ALLIED SERVICES, LLC	6783	07/09/2025	TRASH EXP-ALL	10-200-62300	84.02
ALLIED SERVICES, LLC	6783	07/09/2025	TRASH EXP-ALL	20-600-62300	285.71
ALLIED SERVICES, LLC	6783	07/09/2025	TRASH EXP-ALL	20-700-62300	285.71
ALLIED SERVICES, LLC	6783	07/09/2025	TRASH EXP-ALL	30-800-62300	926.48
ALLIED SERVICES, LLC	8311	07/09/2025	RECYCLE CENTER-S	20-700-57200	327.60
Vendor REP425 - ALLIED SERVICES, LLC Total:					2,035.38
Vendor: AIM200 - ALLIGATOR ICE MIDWEST					
ALLIGATOR ICE MIDWEST	668	07/09/2025	FLAVORS - PKS	30-800-50200	264.00
Vendor AIM200 - ALLIGATOR ICE MIDWEST Total:					264.00
Vendor: ACS100 - AMAZON CAPITAL SERVICES INC					
AMAZON CAPITAL SERVICES I	1X1H	06/25/2025	CREDIT - GEN	10-100-50550	-9.48
AMAZON CAPITAL SERVICES I	3CR9	06/25/2025	CREDIT - GEN	10-100-50550	-9.48
AMAZON CAPITAL SERVICES I	GY74	07/03/2025	RETURN - P&D	10-400-92500	-49.99
AMAZON CAPITAL SERVICES I	632	07/08/2025	TONER CARTRIDGES (x2) - CT	10-250-50700	28.43
AMAZON CAPITAL SERVICES I	CY	07/08/2025	AMAZON SUPPLIES-PKS	30-800-50130	7.99
AMAZON CAPITAL SERVICES I	CY	07/08/2025	SUPPLIES-PKS	30-800-50140	14.38
AMAZON CAPITAL SERVICES I	RW	07/08/2025	AMAZON SWIM RIBBONS-PKS	30-800-50140	147.49
AMAZON CAPITAL SERVICES I	W7C	07/08/2025	AMAZON ELECTRICAL SUPPLIES-PKS	30-800-95100	63.47
AMAZON CAPITAL SERVICES I	4FY	07/09/2025	FISH TOOL, FISH HOOKS, KITS FOR FISHING DERBY - PK	30-800-50170	64.95
AMAZON CAPITAL SERVICES I	616	07/09/2025	WTR TESTING, LAM SHTS, HD TRAYS, INDX CDS - PKS	30-800-50140	24.82
AMAZON CAPITAL SERVICES I	616	07/09/2025	WTR TESTING, LAM SHTS, HD TRAYS, INDX CDS - PKS	30-800-50200	33.99
AMAZON CAPITAL SERVICES I	616	07/09/2025	WTR TESTING, LAM SHTS, HD TRAYS, INDX CDS - PKS	30-800-50700	23.32
AMAZON CAPITAL SERVICES I	7WT	07/09/2025	SPRAY BOTTLES - PKS	30-800-50550	12.97
AMAZON CAPITAL SERVICES I	KDY	07/09/2025	SWITCH REPLACEMENT TRIPPERS KIT - PKS	30-800-50500	6.99
AMAZON CAPITAL SERVICES I	L7J	07/09/2025	NITRILE GLOVES CONCESS - P	30-800-50200	64.95
AMAZON CAPITAL SERVICES I	NM6	07/09/2025	FIRE EXTING, WHISTLES - PKS	30-800-50140	19.60
AMAZON CAPITAL SERVICES I	NM6	07/09/2025	FIRE EXTING, WHISTLES - PKS	30-800-52000	18.98
AMAZON CAPITAL SERVICES I	QDP	07/09/2025	NET LIGHTS, PICK BALLS, AC UNITS, TAPE, MDLS - PKS	30-800-50130	105.98
AMAZON CAPITAL SERVICES I	QDP	07/09/2025	NET LIGHTS, PICK BALLS, AC UNITS, TAPE, MDLS - PKS	30-800-50180	118.16
AMAZON CAPITAL SERVICES I	QDP	07/09/2025	NET LIGHTS, PICK BALLS, AC UNITS, TAPE, MDLS - PKS	30-800-50500	1,935.12
AMAZON CAPITAL SERVICES I	TXV	07/09/2025	EXT CORD, FLOOR CORD COVER, DRN HOSE - STS/W/S	10-300-50130	14.02
AMAZON CAPITAL SERVICES I	TXV	07/09/2025	EXT CORD, FLOOR CORD COVER, DRN HOSE - STS/W/S	20-600-50130	28.03
AMAZON CAPITAL SERVICES I	TXV	07/09/2025	EXT CORD, FLOOR CORD COVER, DRN HOSE - STS/W/S	20-700-50130	28.03
AMAZON CAPITAL SERVICES I	VRR	07/09/2025	12 OUTLET SURGE PROTECTOR PWR STRIP - W	20-600-50130	28.79

Expense Approval Report 1

Post Dates: 6/19/2025 Item # 2. 5

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES I	XNP	07/09/2025	OIL, POPCORN, BAGS - PKS	30-800-50200	222.53
AMAZON CAPITAL SERVICES I	YCW	07/09/2025	50 AMP OUTLETS JCKSN ELC - PKS	30-800-95100	95.79
AMAZON CAPITAL SERVICES I	YGH	07/09/2025	TRAFFIC DELINEATORS - PKS	30-800-52000	67.00
AMAZON CAPITAL SERVICES I	W3KQ	07/10/2025	RETURN - STS/W/S	10-300-71000	-6.19
AMAZON CAPITAL SERVICES I	W3KQ	07/10/2025	RETURN - STS/W/S	20-600-71000	-12.38
AMAZON CAPITAL SERVICES I	W3KQ	07/10/2025	RETURN - STS/W/S	20-700-71000	-12.38
AMAZON CAPITAL SERVICES I	F6PQ	07/11/2025	SUPPLIES SPECIAL - PKS	30-800-47000	515.40
AMAZON CAPITAL SERVICES I	FRMF	07/11/2025	TOILET CLEAN KIT & REFILLS, MOP REPLC HEAD - GEN	10-100-50550	33.95
AMAZON CAPITAL SERVICES I	HRLP	07/11/2025	TONER - P&D	10-400-50700	28.43
AMAZON CAPITAL SERVICES I	J7M9	07/11/2025	(4) POLO SHIRTS S. CRAWFORD - P&D	10-400-92500	53.99
AMAZON CAPITAL SERVICES I	J99K	07/11/2025	TABLE NAME PLATES - GEN	10-100-50700	34.99
AMAZON CAPITAL SERVICES I	JLVW	07/11/2025	CUSTOM STAMPS, DESK, CHAIR - CT/P&D	10-250-50700	39.88
AMAZON CAPITAL SERVICES I	JLVW	07/11/2025	CUSTOM STAMPS, DESK, CHAIR - CT/P&D	10-400-52000	225.48
AMAZON CAPITAL SERVICES I	TDHY	07/11/2025	FIRE EXTING - LAW	10-200-52000	74.00
Vendor ACS100 - AMAZON CAPITAL SERVICES INC Total:					4,082.00
Vendor: BVM100 - AMERICAN TRAILER & STORAGE, INC.					
AMERICAN TRAILER & STORA	6094	07/09/2025	STORAGE CONTAINER RENTALS - PKS	30-800-55850	305.00
AMERICAN TRAILER & STORA	6095	07/09/2025	STORAGE CONTAINER RENTAL - PKS	30-800-55850	115.00
Vendor BVM100 - AMERICAN TRAILER & STORAGE, INC. Total:					420.00
Vendor: ACU100 - ANGELA CUNNINGHAM					
ANGELA CUNNINGHAM	8	07/09/2025	KIDS PAINT DAY INSTRUCTION SUPPLIES - PKS	30-800-50170	180.00
Vendor ACU100 - ANGELA CUNNINGHAM Total:					180.00
Vendor: APM100 - APPLE MARKET					
APPLE MARKET	6-11	07/08/2025	BUNS-PKS	30-800-50200	5.55
APPLE MARKET	6-11-25	07/09/2025	STAFF BBQ FFEST - PKS	30-800-50450	5.55
APPLE MARKET	6-12-25	07/09/2025	STAFF WATER FFEST - PKS	30-800-50450	295.26
APPLE MARKET	6-27-25	07/09/2025	STAFF BBQ FREEDOM FEST - PKS	30-800-50450	61.72
Vendor APM100 - APPLE MARKET Total:					368.08
Vendor: AWN100 - ARROW NETWORKS					
ARROW NETWORKS	2749	07/10/2025	Telephone and Internet Services	10-100-61000	108.75
ARROW NETWORKS	2749	07/10/2025	Telephone and Internet Services	10-100-61050	209.70
ARROW NETWORKS	2749	07/10/2025	Telephone and Internet Services	10-200-61000	108.75
ARROW NETWORKS	2749	07/10/2025	Telephone and Internet Services	10-200-61050	1,351.40
ARROW NETWORKS	2749	07/10/2025	Telephone and Internet Services	10-250-61000	36.25
ARROW NETWORKS	2749	07/10/2025	Telephone and Internet Services	10-250-61050	209.70
ARROW NETWORKS	2749	07/10/2025	Telephone and Internet Services	10-300-61000	36.25
ARROW NETWORKS	2749	07/10/2025	Telephone and Internet Services	10-300-61050	69.90
ARROW NETWORKS	2749	07/10/2025	Telephone and Internet Services	10-400-61000	108.75
ARROW NETWORKS	2749	07/10/2025	Telephone and Internet Services	10-400-61050	209.70
ARROW NETWORKS	2749	07/10/2025	Telephone and Internet Services	20-600-61000	108.75
ARROW NETWORKS	2749	07/10/2025	Telephone and Internet Services	20-600-61050	349.50

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ARROW NETWORKS	2749	07/10/2025	Telephone and Internet Services	20-700-61000	108.75
ARROW NETWORKS	2749	07/10/2025	Telephone and Internet Services	20-700-61050	349.50
ARROW NETWORKS	2749	07/10/2025	Telephone and Internet Services	30-800-61000	108.75
ARROW NETWORKS	2749	07/10/2025	Telephone and Internet Services	30-800-61050	699.00
Vendor AWN100 - ARROW NETWORKS Total:					4,173.40
Vendor: CRC200 - BIG BEAR SHREDDING					
BIG BEAR SHREDDING	43573	07/09/2025	SHREDDING FEES JUN - GEN	10-100-56400	74.52
Vendor CRC200 - BIG BEAR SHREDDING Total:					74.52
Vendor: BWP100 - BLUEWATER CAS					
BLUEWATER CAS	133230	07/09/2025	CHEMTROL 250 CONTROLLER ONLY - PKS	30-800-50500	1,924.58
BLUEWATER CAS	133259	07/09/2025	ACCUTAB BLUE CHLOR TABLETS POOL - PKS	30-800-50000	4,855.00
Vendor BWP100 - BLUEWATER CAS Total:					6,779.58
Vendor: BWI200 - BULK WASTE LLC d/b/a BWI SANITATION					
BULK WASTE LLC d/b/a BWI S	7527	07/08/2025	BWI SANITATION-PKS	30-800-55850	420.00
Vendor BWI200 - BULK WASTE LLC d/b/a BWI SANITATION Total:					420.00
Vendor: BUS180 - BUS ANDREWS TRUCK EQUIPMENT INC					
BUS ANDREWS TRUCK EQUIP	91466	07/09/2025	TAILGATE FOR CHEVY DUMP TRCK #107 - STS / W / S	10-300-71000	375.00
BUS ANDREWS TRUCK EQUIP	91466	07/09/2025	TAILGATE FOR CHEVY DUMP TRCK #107 - STS / W / S	20-600-71000	750.00
BUS ANDREWS TRUCK EQUIP	91466	07/09/2025	TAILGATE FOR CHEVY DUMP TRCK #107 - STS / W / S	20-700-71000	750.00
Vendor BUS180 - BUS ANDREWS TRUCK EQUIPMENT INC Total:					1,875.00
Vendor: CFS100 - CANON FINANCIAL SERVICES, INC					
CANON FINANCIAL SERVICES,	6187	07/08/2025	CANNON GEN	20-600-55850	32.28
CANON FINANCIAL SERVICES,	6187	07/08/2025	CANNON GEN	20-700-55850	32.29
Vendor CFS100 - CANON FINANCIAL SERVICES, INC Total:					64.57
Vendor: CLK300 - CHARLES B & BETTY J BLACK REV TRUST, BETTY L CLINKENBEARD REV TRUST, DONALD CLINKENBEARD REV TRUST					
CHARLES B & BETTY J BLACK R	EASEMENT	07/11/2025	MEADOWS TEMP CONSTRUCTION EASEMENT -	20-700-79000	16,000.00
Vendor CLK300 - CHARLES B & BETTY J BLACK REV TRUST, BETTY L CLINKENBEARD REV TRUST, DONALD CLINKENBEARD REV TRUST Total:					16,000.00
Vendor: CIT305 - CITY OF SPRINGFIELD, MO					
CITY OF SPRINGFIELD, MO	QTR 4 2025	07/09/2025	QTR 4 APR-JUN 2025 SEWER USAGE - PW	20-700-58000	245,848.75
Vendor CIT305 - CITY OF SPRINGFIELD, MO Total:					245,848.75
Vendor: CLH100 - CLAYTON HOLDINGS LLC					
CLAYTON HOLDINGS LLC	305362	07/11/2025	LEASE ON EQUIPMENT - STS/W/S	10-300-75100	529.87
CLAYTON HOLDINGS LLC	305362	07/11/2025	LEASE ON EQUIPMENT - STS/W/S	20-600-75100	1,059.73
CLAYTON HOLDINGS LLC	305362	07/11/2025	LEASE ON EQUIPMENT - STS/W/S	20-700-75100	1,059.74
Vendor CLH100 - CLAYTON HOLDINGS LLC Total:					2,649.34
Vendor: CPI100 - COLORGRAPHIC PRINTING INC					
COLORGRAPHIC PRINTING IN	134	07/09/2025	FREEDOM FEST BANNERS - PK	30-800-50450	197.94
Vendor CPI100 - COLORGRAPHIC PRINTING INC Total:					197.94
Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES					
COMMERCE CREDIT CARD SE	6-24	06/24/2025	REFUND OF SALES TAX - PKS	30-800-50180	-63.63
COMMERCE CREDIT CARD SE	5-27-25 TOMO	06/25/2025	TOMO NEW HIRE DRUG SCREEN P. TENNIS - STS	10-300-56400	43.26
COMMERCE CREDIT CARD SE	6-18-25	06/25/2025	MENARDS JACKSON ELECT SUPPLIES - PKS	30-800-95100	541.10
COMMERCE CREDIT CARD SE	5471	07/08/2025	RADIATOR STATE SUPPLY-PKS	30-800-71100	927.59

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COMMERCE CREDIT CARD SE	6-26	07/08/2025	BUS RADIATOR-PKS	30-800-71000	1,017.45
COMMERCE CREDIT CARD SE	6-30	07/08/2025	POST OFFICE-PKS	30-800-50750	7.64
COMMERCE CREDIT CARD SE	2582	07/09/2025	MCREYNOLDS AUTO WORK ON BUS - PKS	30-800-71000	828.73
COMMERCE CREDIT CARD SE	32779	07/09/2025	ECONO SIGNS STREET NAME SIGNS - STS	10-300-50130	225.48
COMMERCE CREDIT CARD SE	7-3	07/09/2025	MINUTE KEY (3) SHOP KEYS - STS/W/S	10-300-50130	2.18
COMMERCE CREDIT CARD SE	7-3	07/09/2025	MINUTE KEY (3) SHOP KEYS - STS/W/S	20-600-50130	4.37
COMMERCE CREDIT CARD SE	7-3	07/09/2025	MINUTE KEY (3) SHOP KEYS - STS/W/S	20-700-50130	4.36
COMMERCE CREDIT CARD SE	7494	07/09/2025	KIEFER AQUATICS SWIM TEST BANDS - PKS	30-800-50140	97.15
COMMERCE CREDIT CARD SE	7-7	07/09/2025	OZRK MNT GYMNASTICS CAMP FIELD TRIP - PKS	30-800-50177	330.00
COMMERCE CREDIT CARD SE	29531580	07/11/2025	4IMPRINT HIGH VIS REFLECT POCKET T-SHIRTS -STS/W/S	10-300-92500	247.50
COMMERCE CREDIT CARD SE	29531580	07/11/2025	4IMPRINT HIGH VIS REFLECT POCKET T-SHIRTS -STS/W/S	20-600-92500	495.01
COMMERCE CREDIT CARD SE	29531580	07/11/2025	4IMPRINT HIGH VIS REFLECT POCKET T-SHIRTS -STS/W/S	20-700-92500	495.01
COMMERCE CREDIT CARD SE	4796	07/11/2025	LOWES GRINDR,BATTERIES,DRAIN SPADE,KNEE PADS-P&D	10-400-52000	422.83
COMMERCE CREDIT CARD SE	6-25	07/11/2025	WALMART SUPPLIES FOR MASTER TRANS PLAN BBQ - P&D	10-400-56400	202.69
COMMERCE CREDIT CARD SE	7-2	07/11/2025	STAMPS.COM POSTAGE-ALL	10-100-50750	24.12
COMMERCE CREDIT CARD SE	7-2	07/11/2025	STAMPS.COM POSTAGE-ALL	10-200-50750	2.15
COMMERCE CREDIT CARD SE	7-2	07/11/2025	STAMPS.COM POSTAGE-ALL	10-250-50750	47.04
COMMERCE CREDIT CARD SE	7-2	07/11/2025	STAMPS.COM POSTAGE-ALL	10-400-50750	9.04
COMMERCE CREDIT CARD SE	7-2	07/11/2025	STAMPS.COM POSTAGE-ALL	20-600-50750	9.52
COMMERCE CREDIT CARD SE	7-2	07/11/2025	STAMPS.COM POSTAGE-ALL	20-700-50750	8.13
COMMERCE CREDIT CARD SE	CRAWFORD	07/11/2025	TOMO NEW EMP DRG TEST S. CRAWFORD - P&D	10-400-56400	58.71
COMMERCE CREDIT CARD SE	HOG TIDE	07/11/2025	HOG TIDE BBQ FOOD FOR MASTR TRANS PLAN LUNCH - P&D	10-400-50130	256.99
COMMERCE CREDIT CARD SE	LIQ LIC	07/11/2025	POSTMASTER LIQ LIC POSTAGE - GEN	10-100-50750	6.00
Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:					6,250.42
Vendor: CON170 - CONCO COMPANIES					
CONCO COMPANIES	3593	07/09/2025	1" DIRTY BASE- WRK ON COWBOY CHURCH - W	20-600-51025	29.95
Vendor CON170 - CONCO COMPANIES Total:					29.95
Vendor: CONQ100 - CONCO QUARRIES INC					
CONCO QUARRIES INC	EASEMENT	07/10/2025	94 Force Main Temporary Construction Easement	20-700-79000	2,500.00
Vendor CONQ100 - CONCO QUARRIES INC Total:					2,500.00
Vendor: DAV100 - DAVID DORAN,ATTORNEY AT LAW					
DAVID DORAN,ATTORNEY AT L	7-2	07/09/2025	MUNICIPAL JUDGE FEES - CT	10-250-56400	900.00
Vendor DAV100 - DAVID DORAN,ATTORNEY AT LAW Total:					900.00
Vendor: DDG100 - DECKER & PACE					
DECKER & PACE	15964	07/08/2025	DECKER PACE-GEN	10-100-55400	4,970.00
DECKER & PACE	15964	07/08/2025	DECKER PACE-GEN	20-600-55400	6,500.00
DECKER & PACE	15964	07/08/2025	DECKER PACE-GEN	20-700-55400	6,030.00
DECKER & PACE	15964	07/08/2025	DECKER PACE-GEN	30-800-55400	1,000.00
Vendor DDG100 - DECKER & PACE Total:					18,500.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: DNS100 - DNS EQUIPMENT LLC					
DNS EQUIPMENT LLC	25-1415	07/09/2025	HYPOCHLORITE SOLUTION WELL TREATMENT - W	20-600-50000	1,549.09
Vendor DNS100 - DNS EQUIPMENT LLC Total:					1,549.09
Vendor: EFM100 - ENTERPRISE FLEET MANAGEMENT					
ENTERPRISE FLEET MANAGE	060525	07/08/2025	ENTERPRISE	10-200-71000	50.00
ENTERPRISE FLEET MANAGE	060525	07/08/2025	ENTERPRISE	10-200-75000	7,631.77
ENTERPRISE FLEET MANAGE	060525	07/08/2025	ENTERPRISE	10-200-95500	14,569.92
ENTERPRISE FLEET MANAGE	060525	07/08/2025	ENTERPRISE	10-300-71000	148.43
ENTERPRISE FLEET MANAGE	060525	07/08/2025	ENTERPRISE	10-300-75000	1,618.09
ENTERPRISE FLEET MANAGE	060525	07/08/2025	ENTERPRISE	10-400-71000	149.79
ENTERPRISE FLEET MANAGE	060525	07/08/2025	ENTERPRISE	10-400-75000	1,619.26
ENTERPRISE FLEET MANAGE	060525	07/08/2025	ENTERPRISE	20-600-71000	296.86
ENTERPRISE FLEET MANAGE	060525	07/08/2025	ENTERPRISE	20-600-75000	3,236.17
ENTERPRISE FLEET MANAGE	060525	07/08/2025	ENTERPRISE	20-700-71000	296.86
ENTERPRISE FLEET MANAGE	060525	07/08/2025	ENTERPRISE	20-700-75000	3,236.17
ENTERPRISE FLEET MANAGE	060525	07/08/2025	ENTERPRISE	30-800-71000	166.46
ENTERPRISE FLEET MANAGE	060525	07/08/2025	ENTERPRISE	30-800-75000	2,343.41
Vendor EFM100 - ENTERPRISE FLEET MANAGEMENT Total:					35,363.19
Vendor: FED100 - FEDERAL PROTECTION INC					
FEDERAL PROTECTION INC	3173	07/08/2025	SECURITY MONITORING-PKS	30-800-56450	165.00
Vendor FED100 - FEDERAL PROTECTION INC Total:					165.00
Vendor: FRA555 - FIRST RESPONDER OUTFITTERS, INC					
FIRST RESPONDER OUTFITTER	258-2	07/09/2025	UNIFORM ITEM(S) S PURDY - LAW	10-200-92500	45.99
FIRST RESPONDER OUTFITTER	297-2	07/09/2025	SEW PATCHES, SHIRT C. SMITH - LAW	10-200-92500	63.99
Vendor FRA555 - FIRST RESPONDER OUTFITTERS, INC Total:					109.98
Vendor: GNC100 - GENERAL CODE INC					
GENERAL CODE INC	1119	07/08/2025	GENERAL CODE-GEN	10-100-50700	1,195.00
Vendor GNC100 - GENERAL CODE INC Total:					1,195.00
Vendor: GLA200 - GLENN'S AUTOMOTIVE LLC					
GLENN'S AUTOMOTIVE LLC	19068	07/11/2025	BATTERY DRAW, MASTER DISC SWTCH - JETTER REPR - S	20-700-71100	570.96
Vendor GLA200 - GLENN'S AUTOMOTIVE LLC Total:					570.96
Vendor: GCO100 - GOVCONNECTIONS INC					
GOVCONNECTIONS INC	9514	07/08/2025	GOV CONNECTION	10-100-57400	170.95
Vendor GCO100 - GOVCONNECTIONS INC Total:					170.95
Vendor: HWS100 - HENRY'S WRECKER SERVICE					
HENRY'S WRECKER SERVICE	510-1	07/09/2025	TOW BUS TO SHOP - PKS	30-800-71000	502.15
Vendor HWS100 - HENRY'S WRECKER SERVICE Total:					502.15
Vendor: IIM100 - INTERNATIONAL CYBERNETICS COMPANY LP					
INTERNATIONAL CYBERNETIC	630-61	07/09/2025	STREET MAPPING PROJ - STS	10-300-95500	13,515.00
Vendor IIM100 - INTERNATIONAL CYBERNETICS COMPANY LP Total:					13,515.00
Vendor: KSCOTT100 - K. SCOTT PROPERTIES LLC					
K. SCOTT PROPERTIES LLC	EASEMENT	07/10/2025	94 Force Main Temporary Construction Easement	20-700-79000	5,000.00
Vendor KSCOTT100 - K. SCOTT PROPERTIES LLC Total:					5,000.00
Vendor: LOS200 - LAKELAND OFFICE SYSTEMS INC					
LAKELAND OFFICE SYSTEMS I	6442	07/08/2025	COPIER-GEN	10-100-50700	245.69
LAKELAND OFFICE SYSTEMS I	6442	07/08/2025	COPIER-GEN	10-250-50700	40.95
LAKELAND OFFICE SYSTEMS I	6442	07/08/2025	COPIER-GEN	10-400-50700	40.95
LAKELAND OFFICE SYSTEMS I	6442	07/08/2025	COPIER-GEN	20-600-50700	245.68
LAKELAND OFFICE SYSTEMS I	6442	07/08/2025	COPIER-GEN	20-700-50700	245.68
Vendor LOS200 - LAKELAND OFFICE SYSTEMS INC Total:					818.95

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: LNS100 - LANESHIFT					
LANESHIFT	197022	07/09/2025	PROF SERV MASTR TRNSPORTATN PLN - P&D	10-400-56400	7,309.13
Vendor LNS100 - LANESHIFT Total:					7,309.13
Vendor: LML100 - LAUBER AND ASSOCIATES MUNICIPAL LAW LLC					
LAUBER AND ASSOCIATES MU	30703	07/09/2025	CITY PROSECUTOR FEES - LAW	10-200-56400	5,555.00
LAUBER AND ASSOCIATES MU	30704	07/09/2025	IWORQ LEGAL ISSUE - P&D	10-400-56200	17.50
LAUBER AND ASSOCIATES MU	30702	07/11/2025	CITY ATTY FEES - GEN/P&D/STS/PKS/LAW	10-100-56200	2,209.35
LAUBER AND ASSOCIATES MU	30702	07/11/2025	CITY ATTY FEES - GEN/P&D/STS/PKS/LAW	10-200-56400	122.50
LAUBER AND ASSOCIATES MU	30702	07/11/2025	CITY ATTY FEES - GEN/P&D/STS/PKS/LAW	10-300-56400	165.75
LAUBER AND ASSOCIATES MU	30702	07/11/2025	CITY ATTY FEES - GEN/P&D/STS/PKS/LAW	10-400-56400	1,261.65
LAUBER AND ASSOCIATES MU	30702	07/11/2025	CITY ATTY FEES - GEN/P&D/STS/PKS/LAW	30-800-56400	126.75
Vendor LML100 - LAUBER AND ASSOCIATES MUNICIPAL LAW LLC Total:					9,458.50
Vendor: LEG250 - LEGALSHIELD					
LEGALSHIELD	6-25	07/09/2025	GROUP INS MCCLAIN & SHIPLEY-LAW	10-200-93000	29.90
Vendor LEG250 - LEGALSHIELD Total:					29.90
Vendor: LGE100 - LINDE GAS & EQUIPMENT INC					
LINDE GAS & EQUIPMENT INC	4024	07/09/2025	CO2 GAS FOR SHOP USE - STS / W / S	10-300-50130	13.96
LINDE GAS & EQUIPMENT INC	4024	07/09/2025	CO2 GAS FOR SHOP USE - STS / W / S	20-600-50130	27.91
LINDE GAS & EQUIPMENT INC	4024	07/09/2025	CO2 GAS FOR SHOP USE - STS / W / S	20-700-50130	27.91
Vendor LGE100 - LINDE GAS & EQUIPMENT INC Total:					69.78
Vendor: LOC250 - LOCKE SUPPLY CO					
LOCKE SUPPLY CO	5660	07/08/2025	JACKSON ELECT SUPPLIES-PKS	30-800-95100	47.12
Vendor LOC250 - LOCKE SUPPLY CO Total:					47.12
Vendor: LOW505 - LOWE'S CREDIT SERVICES					
LOWE'S CREDIT SERVICES	83614	06/19/2025	RETURN - PKS	30-800-95100	-80.73
LOWE'S CREDIT SERVICES	72770	07/08/2025	JACKSON ELECT SUPPLIES-PKS	30-800-95100	151.28
LOWE'S CREDIT SERVICES	73675	07/08/2025	JACKSON ELECT SUPPLIES-PKS	30-800-95100	226.79
LOWE'S CREDIT SERVICES	99060	07/08/2025	FREEDOM FEST SUPPLIES LOWES-PKS	30-800-50450	65.98
LOWE'S CREDIT SERVICES	81388	07/09/2025	(2) UTIL TORCH, STOP RUST SPRY PAINT, SPRK LGHTR-W	20-600-50130	29.39
LOWE'S CREDIT SERVICES	81388	07/09/2025	(2) UTIL TORCH, STOP RUST SPRY PAINT, SPRK LGHTR-W	20-600-52000	45.56
LOWE'S CREDIT SERVICES	96267	07/09/2025	SOCKET, BREAKER BAR - STS	10-300-71100	36.06
LOWE'S CREDIT SERVICES	78597	07/11/2025	JACKSON ELEC SUPPLIES - PKS	30-800-95100	311.13
LOWE'S CREDIT SERVICES	88129	07/11/2025	SLDG HAMMR,VNT FAN,DIG BARS,VENT,BIT SET-ST5/W/S	10-300-50130	77.90
LOWE'S CREDIT SERVICES	88129	07/11/2025	SLDG HAMMR,VNT FAN,DIG BARS,VENT,BIT SET-ST5/W/S	20-600-50130	155.79
LOWE'S CREDIT SERVICES	88129	07/11/2025	SLDG HAMMR,VNT FAN,DIG BARS,VENT,BIT SET-ST5/W/S	20-700-50130	155.79
Vendor LOW505 - LOWE'S CREDIT SERVICES Total:					1,174.94
Vendor: POT250 - LUBY EQUIPMENT SERVICES					
LUBY EQUIPMENT SERVICES	11-1	07/11/2025	PRTS & LABR WRK ON SKID STEER - STS/W/S	10-300-71100	204.91
LUBY EQUIPMENT SERVICES	11-1	07/11/2025	PRTS & LABR WRK ON SKID STEER - STS/W/S	20-600-71100	409.83
LUBY EQUIPMENT SERVICES	11-1	07/11/2025	PRTS & LABR WRK ON SKID STEER - STS/W/S	20-700-71100	409.83

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LUBY EQUIPMENT SERVICES	12-1	07/11/2025	PARTS FOR SKID STEER REPR - PKS	30-800-71100	367.91
Vendor POT250 - LUBY EQUIPMENT SERVICES Total:					1,392.48
Vendor: MRT100 - MERIT ELECTRICAL LLC					
MERIT ELECTRICAL LLC	273	07/09/2025	REPLACED BAD RELAY B-LFT STN - S	20-700-51000	682.92
Vendor MRT100 - MERIT ELECTRICAL LLC Total:					682.92
Vendor: MEM100 - MISSOURI EMPLOYERS MUTUAL					
MISSOURI EMPLOYERS MUTU	6303	07/09/2025	WORKMANS COMP INS- GEN/PW/PKS	10-16000	1,975.83
MISSOURI EMPLOYERS MUTU	6303	07/09/2025	WORKMANS COMP INS- GEN/PW/PKS	20-16000	1,261.17
MISSOURI EMPLOYERS MUTU	6303	07/09/2025	WORKMANS COMP INS- GEN/PW/PKS	30-16000	966.89
Vendor MEM100 - MISSOURI EMPLOYERS MUTUAL Total:					4,203.89
Vendor: MOC100 - MISSOURI ONE CALL SYSTEM, INC					
MISSOURI ONE CALL SYSTEM,	60323	07/10/2025	PROF LOCATE FEES-W/S	20-600-56400	112.73
MISSOURI ONE CALL SYSTEM,	60323	07/10/2025	PROF LOCATE FEES-W/S	20-700-56400	112.72
Vendor MOC100 - MISSOURI ONE CALL SYSTEM, INC Total:					225.45
Vendor: MIS320 - MO DEPT OF NATURAL RESOURCES					
MO DEPT OF NATURAL RESOU	44622507806	07/09/2025	ANNUAL PRIMACY FEES - W	20-25700	19,214.08
Vendor MIS320 - MO DEPT OF NATURAL RESOURCES Total:					19,214.08
Vendor: NFC - NATIONAL FASTENER CORP					
NATIONAL FASTENER CORP	6567	07/09/2025	GREEN & BLUE MARKING PAINT - W / S	20-600-50130	170.95
NATIONAL FASTENER CORP	6567	07/09/2025	GREEN & BLUE MARKING PAINT - W / S	20-700-50130	170.95
Vendor NFC - NATIONAL FASTENER CORP Total:					341.90
Vendor: HYP100 - NITEL LLC					
NITEL LLC	3369	07/09/2025	INTERNET-LAW	10-200-61050	732.59
Vendor HYP100 - NITEL LLC Total:					732.59
Vendor: NMC100 - NIXA MONUMENT COMPANY					
NIXA MONUMENT COMPANY	6-27	07/10/2025	Brick Pavers (5)	10-100-50310	50.00
Vendor NMC100 - NIXA MONUMENT COMPANY Total:					50.00
Vendor: OIS160 - ONLINE INFORMATION SERVICES INC					
ONLINE INFORMATION SERVI	3892	07/09/2025	UTIL EXCHG REPORT-W/S	20-600-56400	53.28
ONLINE INFORMATION SERVI	3892	07/09/2025	UTIL EXCHG REPORT-W/S	20-700-56400	53.28
Vendor OIS160 - ONLINE INFORMATION SERVICES INC Total:					106.56
Vendor: ORE145 - O'REILLY AUTOMOTIVE, INC					
O'REILLY AUTOMOTIVE, INC	5900	07/09/2025	TAPE FOR CAMERA CORDS SEWER I & I - S	20-700-51050	6.98
O'REILLY AUTOMOTIVE, INC	5924	07/09/2025	WASH BRUSH - LAW	10-200-71000	29.99
O'REILLY AUTOMOTIVE, INC	6095	07/09/2025	ARMOR ALL 64 OZ PROTECTANT INTERIOR CLEANER - LAW	10-200-71000	18.99
O'REILLY AUTOMOTIVE, INC	6582	07/09/2025	GM8308 SOCKET - STS	10-300-52000	12.49
O'REILLY AUTOMOTIVE, INC	7092	07/09/2025	WIPER FLUID - LAW	10-200-71000	4.79
Vendor ORE145 - O'REILLY AUTOMOTIVE, INC Total:					73.24
Vendor: OZA280 - OZARK GREENWAYS, INC					
OZARK GREENWAYS, INC	EASEMENT	07/10/2025	94 Force Main Temporary Construction Easement	20-700-79000	10.00
Vendor OZA280 - OZARK GREENWAYS, INC Total:					10.00
Vendor: OZA255 - OZARKS COCA COLA					
OZARKS COCA COLA	4020	07/08/2025	CONCESSIONS-PKS	30-800-50200	784.09
OZARKS COCA COLA	584	07/08/2025	COKE-PKS	30-800-50200	910.36
OZARKS COCA COLA	9319	07/08/2025	CONCESSIONS-PKS	30-800-50200	252.76
OZARKS COCA COLA	2942	07/09/2025	CONCESSIONS - PKS	30-800-50200	63.00
Vendor OZA255 - OZARKS COCA COLA Total:					2,010.21

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: RAN175 - RANDALL A. BROWN					
RANDALL A. BROWN	167292	07/09/2025	BLDG INSPECTIONS & ZONING CONSULT - P&D	10-400-55600	1,200.00
Vendor RAN175 - RANDALL A. BROWN Total:					1,200.00
Vendor: REX380 - REX SMITH OIL CO.					
REX SMITH OIL CO.	128596	07/11/2025	DIESEL FUEL FOR LAGOON PUMPS - S	20-700-70100	910.21
Vendor REX380 - REX SMITH OIL CO. Total:					910.21
Vendor: LIN200 - ROTA L. STONEHOUSE					
ROTA L. STONEHOUSE	062525	07/09/2025	DATA COMPILATION, RECORD RETENSION - GEN/CT/LAW/P	10-100-55600	285.00
ROTA L. STONEHOUSE	062525	07/09/2025	DATA COMPILATION, RECORD RETENSION - GEN/CT/LAW/P	10-200-55600	15.00
ROTA L. STONEHOUSE	062525	07/09/2025	DATA COMPILATION, RECORD RETENSION - GEN/CT/LAW/P	10-250-56400	15.00
ROTA L. STONEHOUSE	062525	07/09/2025	DATA COMPILATION, RECORD RETENSION - GEN/CT/LAW/P	20-700-55600	30.00
Vendor LIN200 - ROTA L. STONEHOUSE Total:					345.00
Vendor: S&H410 - S&H FARM SUPPLY INC					
S&H FARM SUPPLY INC	9069	07/08/2025	MOWER BELT-PKS	30-800-71100	116.99
S&H FARM SUPPLY INC	9868	07/09/2025	DECK PULLEY, BLADES, OIL CHG KIT- ZERO TRN MWR - STS	10-300-71100	150.71
S&H FARM SUPPLY INC	9913	07/09/2025	KEY FOR ZERO TURN MOWER - STS	10-300-71100	3.97
Vendor S&H410 - S&H FARM SUPPLY INC Total:					271.67
Vendor: SAS150 - SASCO PAVEMENT COATING, INC.					
SASCO PAVEMENT COATING, INC.	8207	07/09/2025	STAR SEAL RM- COWBOY CH WTR HK UP - W	20-600-51025	30.95
Vendor SAS150 - SASCO PAVEMENT COATING, INC. Total:					30.95
Vendor: SPS150 - SCHENDEL PEST SERVICES					
SCHENDEL PEST SERVICES	4876	07/08/2025	PEST SERVICES GEN	10-100-50130	25.00
SCHENDEL PEST SERVICES	4876	07/08/2025	PEST SERVICES GEN	10-200-50130	35.00
SCHENDEL PEST SERVICES	4876	07/08/2025	PEST SERVICES GEN	10-250-50130	5.00
SCHENDEL PEST SERVICES	4876	07/08/2025	PEST SERVICES GEN	10-300-50130	10.00
SCHENDEL PEST SERVICES	4876	07/08/2025	PEST SERVICES GEN	10-400-50130	5.00
SCHENDEL PEST SERVICES	4876	07/08/2025	PEST SERVICES GEN	20-600-50130	30.00
SCHENDEL PEST SERVICES	4876	07/08/2025	PEST SERVICES GEN	20-700-50130	30.00
SCHENDEL PEST SERVICES	4876	07/08/2025	PEST SERVICES GEN	30-800-50130	40.00
Vendor SPS150 - SCHENDEL PEST SERVICES Total:					180.00
Vendor: SMP100 - SOUTHWEST MO POLICE CHIEFS ASSOCIATION					
SOUTHWEST MO POLICE CHIEFS ASSOCIATION	2025-2026	07/09/2025	MEMBERSHIP DUES - LAW	10-200-55800	25.00
Vendor SMP100 - SOUTHWEST MO POLICE CHIEFS ASSOCIATION Total:					25.00
Vendor: GCT100 - SPRINGFIELD GREENE COUNTY OFFICE OF EM					
SPRINGFIELD GREENE COUNTY OFFICE OF EM	2ND QTR 2025	07/08/2025	SGF EM - GEN	10-500-55600	4,464.00
SPRINGFIELD GREENE COUNTY OFFICE OF EM	3RD QTR 2025	07/09/2025	SERV 3RD QTR 2025-EM	10-500-55600	4,464.00
Vendor GCT100 - SPRINGFIELD GREENE COUNTY OFFICE OF EM Total:					8,928.00
Vendor: SPM100 - SPRINGFIELD MOW LLC					
SPRINGFIELD MOW LLC	8751	07/08/2025	MOWER REPAIR-PKS	30-800-71100	89.71
SPRINGFIELD MOW LLC	9402	07/08/2025	MOWER REPAIR-PKS	30-800-71100	83.16
Vendor SPM100 - SPRINGFIELD MOW LLC Total:					172.87
Vendor: SPR275 - SPRINGFIELD WINWATER WORKS CO					
SPRINGFIELD WINWATER WORKS CO	5010 01	07/09/2025	LNG SLD SLEEVE, TAP SADDLE- FORCE MAIN REPR - S	20-700-51000	1,958.58
SPRINGFIELD WINWATER WORKS CO	5089 02	07/09/2025	C-109 18" FLAT METER LIDS - W	20-600-51000	1,103.20
SPRINGFIELD WINWATER WORKS CO	5121 01	07/09/2025	RESTOCK SUPPLYS - W	20-600-50130	8,829.05

Expense Approval Report 1

Post Dates: 6/19/25 Item # 2. 25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SPRINGFIELD WINWATER WO	5124 01	07/09/2025	ENCAPSULATION CLAMP - RESTOCK SPLYS - W	20-600-50130	2,573.32
Vendor SPR275 - SPRINGFIELD WINWATER WORKS CO Total:					14,464.15
Vendor: SGP500 - SPRINGFIELD-GREENE CTY PARK					
SPRINGFIELD-GREENE CTY PA	SW 24.25 #01	07/09/2025	FFEST SHOW WAGON STAGE SETUP - PKS	30-800-50450	175.00
Vendor SGP500 - SPRINGFIELD-GREENE CTY PARK Total:					175.00
Vendor: SQB100 - SQUIBB MEDIA, LLC					
SQUIBB MEDIA, LLC	1258	07/09/2025	MEET NOTICES PLAN & ZONE, BOA - P&D/GEN	10-100-55200	28.13
SQUIBB MEDIA, LLC	1258	07/09/2025	MEET NOTICES PLAN & ZONE, BOA - P&D/GEN	10-400-55200	28.12
SQUIBB MEDIA, LLC	1262	07/09/2025	MEET ANNOUNCMNT BRD OF ALDRMN FLOOD PLAIN - GEN	10-100-55200	44.04
Vendor SQB100 - SQUIBB MEDIA, LLC Total:					100.29
Vendor: STA500 - STAPLES					
STAPLES	4591	07/11/2025	RECEIVED STAMPS - GEN	10-100-50700	158.90
STAPLES	4593	07/11/2025	DIVIDER TABS - GEN	10-100-50700	16.78
STAPLES	4597	07/11/2025	BATTERIES, PAPER TOWELS, HDMI CABLE - LAW	10-200-50550	38.59
STAPLES	4597	07/11/2025	BATTERIES, PAPER TOWELS, HDMI CABLE - LAW	10-200-50700	93.88
Vendor STA500 - STAPLES Total:					308.15
Vendor: SBR100 - SUNBELT RENTALS INC					
SUNBELT RENTALS INC	7138	07/09/2025	FFEST LIGHT TOWER RENTAL - PKS	30-800-50450	116.95
SUNBELT RENTALS INC	9314	07/09/2025	FFEST LIGHT TOWER RENTAL - PKS	30-800-50450	233.90
Vendor SBR100 - SUNBELT RENTALS INC Total:					350.85
Vendor: TCU100 - T AND C UNDERGROUND					
T AND C UNDERGROUND	1558	07/10/2025	Bored Water Sleeve for PWt forCowboy Church	20-600-51025	2,500.00
Vendor TCU100 - T AND C UNDERGROUND Total:					2,500.00
Vendor: WSP100 - TURN 2 APPAREL LLC					
TURN 2 APPAREL LLC	15807	07/08/2025	SPORTS SHIRTS, VOLLEYBALL- PKS	30-800-50150	302.80
TURN 2 APPAREL LLC	16352	07/08/2025	SPORTS SHIRTS- SOCCER-PKS	30-800-50150	807.00
TURN 2 APPAREL LLC	16673	07/08/2025	SPORTS SHIRTS -TBALL-PKS	30-800-50150	52.00
TURN 2 APPAREL LLC	16705	07/08/2025	FREEDOM FEST SHIRTS-PKS	30-800-50450	1,074.20
TURN 2 APPAREL LLC	16794	07/09/2025	DIGITAL TO FILM TRANSFERS - PKS	30-800-50150	20.00
Vendor WSP100 - TURN 2 APPAREL LLC Total:					2,256.00
Vendor: TYL100 - TYLER TECHNOLOGIES INC					
TYLER TECHNOLOGIES INC	7634	07/09/2025	UTIL BILLING NOTIFICATIONS- W/S	20-600-57400	73.25
TYLER TECHNOLOGIES INC	7634	07/09/2025	UTIL BILLING NOTIFICATIONS- W/S	20-700-57400	73.25
Vendor TYL100 - TYLER TECHNOLOGIES INC Total:					146.50
Vendor: UMB100 - UMB BANK					
UMB BANK	6-30	07/08/2025	UMB	20-600-96200	4,164.94
UMB BANK	6-30	07/08/2025	UMB	20-700-96200	4,164.94
Vendor UMB100 - UMB BANK Total:					8,329.88
Vendor: VER100 - VERIZON WIRELESS					
VERIZON WIRELESS	9115	07/08/2025	VERIZON-GEN	10-100-61050	40.01
VERIZON WIRELESS	9115	07/08/2025	VERIZON-GEN	10-200-61000	121.32
VERIZON WIRELESS	9115	07/08/2025	VERIZON-GEN	10-200-61050	160.04
VERIZON WIRELESS	9115	07/08/2025	VERIZON-GEN	10-300-61000	8.09
VERIZON WIRELESS	9115	07/08/2025	VERIZON-GEN	10-300-61050	8.00
VERIZON WIRELESS	9115	07/08/2025	VERIZON-GEN	10-400-61000	40.44

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Post Dates: 6/19/25 Item # 2. 25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9115	07/08/2025	VERIZON-GEN	10-400-61050	40.01
VERIZON WIRELESS	9115	07/08/2025	VERIZON-GEN	20-600-61000	16.18
VERIZON WIRELESS	9115	07/08/2025	VERIZON-GEN	20-600-61050	16.00
VERIZON WIRELESS	9115	07/08/2025	VERIZON-GEN	20-700-61000	16.18
VERIZON WIRELESS	9115	07/08/2025	VERIZON-GEN	20-700-61050	16.00
VERIZON WIRELESS	9115	07/08/2025	VERIZON-GEN	30-800-61000	85.88
VERIZON WIRELESS	9115	07/08/2025	VERIZON-GEN	30-800-61050	40.01
Vendor VER100 - VERIZON WIRELESS Total:					608.16
Vendor: AMK100 - VESTIS					
VESTIS	171	07/09/2025	PW DEPT UNIFORM SERVICE - STS / W / S	10-300-92500	7.74
VESTIS	171	07/09/2025	PW DEPT UNIFORM SERVICE - STS / W / S	20-600-92500	15.49
VESTIS	171	07/09/2025	PW DEPT UNIFORM SERVICE - STS / W / S	20-700-92500	15.48
VESTIS	1811	07/11/2025	PW DEPT UNIFORM SERVICE - STS/W/S	10-300-92500	7.74
VESTIS	1811	07/11/2025	PW DEPT UNIFORM SERVICE - STS/W/S	20-600-92500	15.49
VESTIS	1811	07/11/2025	PW DEPT UNIFORM SERVICE - STS/W/S	20-700-92500	15.48
Vendor AMK100 - VESTIS Total:					77.42
Vendor: WAL110 - WALMART CAPITAL ONE					
WALMART CAPITAL ONE	8067	07/08/2025	CONCESSIONS-PKS	30-800-50200	1,974.64
WALMART CAPITAL ONE	6-19	07/09/2025	SAMS CONCESSIONS-PKS	30-800-50200	346.30
Vendor WAL110 - WALMART CAPITAL ONE Total:					2,320.94
Vendor: WYO100 - WESLEY YOUNG					
WESLEY YOUNG	JUL 2025	07/09/2025	PHONE REIM JUL - GEN	10-100-61000	50.00
Vendor WYO100 - WESLEY YOUNG Total:					50.00
Vendor: WRI110 - WEX BANK					
WEX BANK	3828	07/08/2025	WEX	10-200-70000	2,439.29
WEX BANK	3828	07/08/2025	WEX	10-200-71100	33.31
WEX BANK	3828	07/08/2025	WEX	10-300-70000	444.29
WEX BANK	3828	07/08/2025	WEX	10-300-70100	32.30
WEX BANK	3828	07/08/2025	WEX	10-400-70000	67.56
WEX BANK	3828	07/08/2025	WEX	20-600-70000	902.17
WEX BANK	3828	07/08/2025	WEX	20-600-70100	64.60
WEX BANK	3828	07/08/2025	WEX	20-700-70000	902.17
WEX BANK	3828	07/08/2025	WEX	20-700-70100	64.60
WEX BANK	3828	07/08/2025	WEX	30-800-70000	414.95
WEX BANK	3828	07/08/2025	WEX	30-800-70100	913.97
Vendor WRI110 - WEX BANK Total:					6,279.21
Vendor: WTV100 - WILLARD HOME CENTER LLC					
WILLARD HOME CENTER LLC	B293449	07/02/2025	RETURN - PKS	30-800-50500	-25.98
WILLARD HOME CENTER LLC	2224	07/08/2025	TOOL TRUCK SUPPLIES-PKS	30-800-52000	24.20
WILLARD HOME CENTER LLC	429	07/08/2025	PLUMBING SUPPLIES-PKS	30-800-50450	8.43
WILLARD HOME CENTER LLC	503	07/08/2025	ASPHALT PATCH-WTV	30-800-51000	359.03
WILLARD HOME CENTER LLC	762	07/08/2025	JACKSON ELECT SUPPLIES-PKS	30-800-95100	25.86
WILLARD HOME CENTER LLC	785	07/08/2025	ELECTRICAL SUPPLIES-PKS	30-800-50450	53.45
WILLARD HOME CENTER LLC	794	07/08/2025	CUSTODIAL SUPPLIES-PKS	30-800-50450	17.50
WILLARD HOME CENTER LLC	2458	07/10/2025	SHARPENING LABOR, STIHL BLWR, OIL MIX - STS	10-300-71100	212.90
WILLARD HOME CENTER LLC	2688	07/10/2025	YELLOW AG DIESEL CAN - STS	10-300-50130	26.59
WILLARD HOME CENTER LLC	2830	07/10/2025	TRK SPLYs - STS		
WILLARD HOME CENTER LLC	2830	07/10/2025	MM 6' KEY CHN MSURE, PWR LCK TAPE- SEWER I & I - S	20-700-51050	19.77
WILLARD HOME CENTER LLC	2839	07/10/2025	4" WHITE CHIP BRSH, GAL MIN SPRT-TWR MAINT - W	20-600-51000	28.05
WILLARD HOME CENTER LLC	3023	07/10/2025	NITR GLOVES, NUT/BOLT HARDWR, WASHER - PKS	30-800-50500	31.18

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WILLARD HOME CENTER LLC	3027	07/10/2025	CONNECTORS FFEST - PKS	30-800-50450	32.38
WILLARD HOME CENTER LLC	3053	07/10/2025	ELEC ADAPTER FFEST - PKS	30-800-50450	35.09
WILLARD HOME CENTER LLC	3324	07/10/2025	MISC BOLT / NUT HARDWARE	10-300-51000	1.48
			- SIGN REPAIR - STS		
WILLARD HOME CENTER LLC	3343	07/10/2025	TIE WIRE NO16 330FT -	20-700-51000	10.31
			SEWER REPAIRS - S		
WILLARD HOME CENTER LLC	3459	07/10/2025	AERATOR, UTILITY BLADE - PK	30-800-52000	11.14
WILLARD HOME CENTER LLC	3875	07/10/2025	CUT KEYS, DRILL BIT - PKS	30-800-52000	9.87
WILLARD HOME CENTER LLC	3886	07/10/2025	KEYS - GEN	10-100-50500	7.16
WILLARD HOME CENTER LLC	4375	07/10/2025	BUG SPRAY, INSECT TRAP - PK	30-800-50180	27.87
WILLARD HOME CENTER LLC	4375	07/10/2025	BUG SPRAY, INSECT TRAP - PK	30-800-50500	6.17
WILLARD HOME CENTER LLC	5359	07/10/2025	MISC BOLT/HARDWARE, STIHL	10-300-50130	64.22
			CF3PRO- STS		
WILLARD HOME CENTER LLC	5721	07/10/2025	FAUCET REPAIR COMM BLDG	30-800-50500	47.88
			- PKS		
WILLARD HOME CENTER LLC	93437	07/10/2025	FAUCET REPAIR COMM BLDG	30-800-50500	40.63
			- PKS		
WILLARD HOME CENTER LLC	93882	07/10/2025	KEY - GEN	10-100-50500	1.79
Vendor WTV100 - WILLARD HOME CENTER LLC Total:					1,076.97
Grand Total:					477,364.11

Report Summary

Fund Summary

Fund	Expense Amount
10 - GENERAL FUND	87,373.91
20 - WATER AND SEWER FUND	356,413.95
30 - PARKS FUND	33,576.25
Grand Total:	477,364.11

Account Summary

Account Number	Account Name	Expense Amount
10-100-50130	SUPPLIES-GCG	25.00
10-100-50310	VETERAN'S MEMORIAL E	50.00
10-100-50500	BUILDING MAINTENANC	8.95
10-100-50550	CUSTODIAL SUPPLIES-GC	14.99
10-100-50700	OFFICE SUPPLIES-GCG	1,651.36
10-100-50750	POSTAGE-GCG	30.12
10-100-55200	ADVERTISING-GCG	72.17
10-100-55400	AUDIT EXPENSE-GCG	4,970.00
10-100-55600	CONTRACT LABOR-GCG	285.00
10-100-56200	LEGAL-GCG	2,209.35
10-100-56400	PROFESSIONAL-GCG	74.52
10-100-57400	EQUIPMENT/SOFTWARE	170.95
10-100-61000	TELEPHONE-GCG	158.75
10-100-61050	INTERNET-GCG	249.71
10-100-62300	UTILITIES OTHER-GCG	125.86
10-16000	PREPAID INSURANCE-GC	1,975.83
10-200-50130	SUPPLIES-LAW	35.00
10-200-50550	CUSTODIAL SUPPLIES-LA	38.59
10-200-50700	OFFICE SUPPLIES-LAW	93.88
10-200-50750	POSTAGE-LAW	2.15
10-200-52000	SUPPLIES SMALL EQUIP	74.00
10-200-55600	CONTRACT LABOR-LAW	15.00
10-200-55800	DUES AND SUBSCRIPTIO	25.00
10-200-56400	PROFESSIONAL-LAW	5,677.50
10-200-61000	TELEPHONE-LAW	230.07
10-200-61050	INTERNET-LAW	2,244.03
10-200-62300	UTILITIES OTHER-LAW	84.02
10-200-70000	VEHICLE EXPENSES FUEL	2,439.29
10-200-71000	VEHICLE REPAIR & MAIN	103.77
10-200-71100	EQUIPMENT REPAIR &	33.31
10-200-75000	VEHICLE LEASE-LAW	7,631.77
10-200-92500	UNIFORMS-LAW	109.98
10-200-93000	GROUP INSURANCE-LA	29.90
10-200-95500	CAPITAL ASSET EQUIPM	14,569.92
10-250-50130	SUPPLIES-COURT	5.00
10-250-50700	OFFICE SUPPLIES-COURT	109.26
10-250-50750	POSTAGE-COURT	47.04
10-250-56400	PROFESSIONAL-COURT	915.00
10-250-61000	TELEPHONE-COURT	36.25
10-250-61050	INTERNET-COURT	209.70
10-300-50130	SUPPLIES-STREETS	434.35
10-300-51000	REPAIRS AND MAINTEN	1.48
10-300-52000	SUPPLIES SMALL EQUIP	12.49
10-300-56400	PROFESSIONAL-STREETS	209.01
10-300-61000	TELEPHONE-STREETS	44.34
10-300-61050	INTERNET-STREETS	77.90
10-300-70000	VEHICLE EXPENSE FUEL-	444.29
10-300-70100	EQUIPMENT FUEL-STREE	32.30
10-300-71000	VEHICLE REPAIR & MAIN	517.24
10-300-71100	EQUIPMENT REPAIR &	608.55

Account Summary

Account Number	Account Name	Expense Amount
10-300-75000	VEHICLE LEASE-STREETS	1,618.09
10-300-75100	EQUIPMENT LEASE	529.87
10-300-92500	UNIFORMS-STREETS	262.98
10-300-95500	CAPITAL ASSET EQUIPM	13,515.00
10-400-50130	SUPPLIES-P&D	261.99
10-400-50700	OFFICE SUPPLIES-P&D	69.38
10-400-50750	POSTAGE-P&D	9.04
10-400-52000	SUPPLIES-SMALL EQUIP	648.31
10-400-55200	ADVERTISING-P&D	28.12
10-400-55600	CONTRACT LABOR-P&D	1,200.00
10-400-56200	LEGAL-P&D	17.50
10-400-56400	PROFESSIONAL-P&D	8,832.18
10-400-61000	TELEPHONE-P&D	149.19
10-400-61050	INTERNET-P&D	249.71
10-400-70000	VEHICLE EXPENSE FUEL-	67.56
10-400-71000	VEHICLE REPAIR & MAIN	149.79
10-400-75000	VEHICLE LEASE-P&D	1,619.26
10-400-92500	UNIFORMS-P/Z	4.00
10-500-55600	CONTRACT LABOR-EM	8,928.00
20-16000	PREPAID INSURANCE-W	1,261.17
20-25700	MO PRIMACY TAX	19,214.08
20-600-50000	CHEMICALS-WATER	1,549.09
20-600-50130	SUPPLIES-WATER	11,877.60
20-600-50700	OFFICE SUPPLIES-WATER	245.68
20-600-50750	POSTAGE-WATER	9.52
20-600-51000	REPAIRS AND MAINTEN	1,131.25
20-600-51025	NEW INFRASTRUCTURE	2,560.90
20-600-52000	SUPPLIES SMALL EQUIP	45.56
20-600-55400	AUDIT EXPENSE-WATER	6,500.00
20-600-55850	EQUIPMENT RENTAL-WA	32.28
20-600-56400	PROFESSIONAL-WATER	166.01
20-600-57400	EQUIPMENT/SOFTWARE	73.25
20-600-61000	TELEPHONE WATER	124.93
20-600-61050	INTERNET-WATER	365.50
20-600-62300	UTILITIES OTHER-WATER	285.71
20-600-70000	VEHICLE EXPENSE FUEL-	902.17
20-600-70100	EQUIPMENT FUEL-WATE	64.60
20-600-71000	VEHICLE REPAIR & MAIN	1,034.48
20-600-71100	EQUIPMENT REPAIR &	409.83
20-600-75000	VEHICLE LEASE-WATER	3,236.17
20-600-75100	EQUIPMENT LEASE	1,059.73
20-600-92500	UNIFORMS-WATER	525.99
20-600-96200	INTEREST EXPENSE-WAT	4,164.94
20-700-50130	SUPPLIES-SEWER	417.04
20-700-50700	OFFICE SUPPLIES-SEWER	245.68
20-700-50750	POSTAGE-SEWER	8.13
20-700-51000	REPAIRS AND MAINTEN	2,651.81
20-700-51050	I&I EXPENSE	26.75
20-700-55400	AUDIT EXPENSE-SEWER	6,030.00
20-700-55600	CONTRACT LABOR-SEWE	30.00
20-700-55850	EQUIPMENT RENTAL-SE	32.29
20-700-56400	PROFESSIONAL-SEWER	6,717.00
20-700-57200	RECYCLE CENTER EXPEN	327.60
20-700-57400	EQUIPMENT/SOFTWARE	73.25
20-700-58000	SPRINGFIELD SEWER CH	245,848.75
20-700-61000	TELEPHONE-SEWER	124.93
20-700-61050	INTERNET-SEWER	365.50
20-700-62300	UTILITIES OTHER-SEWER	285.71

Account Summary

Account Number	Account Name	Expense Amount
20-700-70000	VEHICLE EXPENSE FUEL-	902.17
20-700-70100	EQUIPMENT FUEL-SEWE	974.81
20-700-71000	VEHICLE REPAIR & MAIN	1,034.48
20-700-71100	EQUIPMENT REPAIR &	980.79
20-700-75000	VEHICLE LEASE-SEWER	3,236.17
20-700-75100	EQUIPMENT LEASE	1,059.74
20-700-79000	PROPERTY EASEMENT-S	23,510.00
20-700-92500	UNIFORMS-SEWER	525.97
20-700-96200	INTEREST EXPENSE-SEW	4,164.94
30-16000	PREPAID INSURANCE-PK	966.89
30-800-47000	ADULT PROGRAMS-PKS	515.40
30-800-50000	CHEMICALS-PKS	4,855.00
30-800-50130	SUPPLIES GENERAL-PKS	153.97
30-800-50140	SUPPLIES-AQUATIC	303.44
30-800-50150	SUPPLIES-SPORTS SHIRT	1,181.80
30-800-50170	SUPPLIES SPECIAL ACTIV	244.95
30-800-50177	SUPPLIES-YOUTH CAMP	330.00
30-800-50180	SUPPLIES SPORTS-PKS	82.40
30-800-50200	CONCESSIONS-PKS	4,922.17
30-800-50450	FREEDOM FEST EXPENSE	2,373.35
30-800-50500	BUILDING MAINTENANC	3,966.57
30-800-50550	CUSTODIAL SUPPLIES-PK	12.97
30-800-50700	OFFICE SUPPLIES-PKS	23.32
30-800-50750	POSTAGE-PKS	7.64
30-800-51000	REPAIRS AND MAINTEN	359.03
30-800-52000	SUPPLIES SMALL EQUIP	131.19
30-800-55400	AUDIT EXPENSE-PKS	1,000.00
30-800-55850	EQUIPMENT RENTAL-PK	840.00
30-800-56400	PROFESSIONAL-PKS	126.75
30-800-56450	CONTRACT SERVICES/SE	165.00
30-800-61000	TELEPHONE-PKS	194.63
30-800-61050	INTERNET-PARKS	739.01
30-800-62300	UTILITIES OTHER-PKS	926.48
30-800-70000	VEHICLE EXPENSE FUEL-	414.95
30-800-70100	EQUIPMENT FUEL-PKS	913.97
30-800-71000	VEHICLE REPAIR & MAIN	2,514.79
30-800-71100	EQUIPMENT REPAIR &	1,585.36
30-800-75000	VEHICLE LEASE-PKS	2,343.41
30-800-95100	CAPITAL ASSET EXP-PKS	1,381.81
Grand Total:		477,364.11

Project Account Summary

Project Account Key	Expense Amount
None	477,364.11
Grand Total:	477,364.11



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERS MEETING

TO: Board of Alders

FROM: All Department Heads

SUBJECT: Department Head Reports June 2025

ATTACHMENTS: 7

**CITY OF WILLARD
BOARD OF ALDERMEN
07/14/2025**



Item # 4.

City Clerk Report

1. Finalized FOG Permits.
2. Finalized Liquor Licenses.
3. Continued to process business licenses through Civic Review
4. Continued to make progress in filing per the Missouri Retention Schedule
5. Created the agenda, packet and minutes for the Board of Aldermen meetings.
6. Published several legal notices for Public Hearings and Bids for Services.
7. Maintained minutes and the agenda for the upcoming Water/Sewer Advisory Board.
8. With Wes, wrote, filmed, narrated, and edited a Freedom Fest recap video. Wrote, filmed, and narrated a possible future feature on building social capital through neighborhood gatherings.
9. Ongoing planning, along with our City Administrator, future methods of communicating with our public in ways that gain input and build trust, as PIO. We are focusing especially on short videos, which have been well received. A schedule of 20 releases has been planned. The Board, the Park Board, and the Water Board have all communicated that they feel short informational videos build trust and help residents feel involved.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<u>I. COURT INFORMATION</u>		Municipality: WILLARD		Reporting Period: Jun 1, 2025 - Jun 30, 2025	
Mailing Address: 224 W JACKSON ST, WILLARD, MO 65781					
Physical Address: 224 W JACKSON ST, WILLARD, MO 65781				County: Greene County	Circuit: 31
Telephone Number:			Fax Number:		
Prepared by: Terry Forshee			E-mail Address:		
Municipal Judge: DAVID W. DORAN					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		8	385	70	
B. Cases (citations/informations) filed		0	60	15	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	0	0	
3. court/bench trial - NOT GUILTY		0	0	0	
4. plea of GUILTY in court		1	54	7	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	17	1	
6. dismissed by court		0	0	0	
7. <i>nolle prosequi</i>		0	11	1	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		1	82	9	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		7	363	76	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>			<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	18	1. # Issued during period		0	
2. # Served/withdrawn during reporting period	26	<input checked="" type="checkbox"/> Court staff does not process parking tickets			
3. # Outstanding at end of reporting period	319				

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: WILLARD	Reporting Period: Jun 1, 2025 - Jun 30, 2025
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$5,694.11	Court Automation	\$511.80
Clerk Fee - Excess Revenue	\$655.00	Due To Debt Collection	\$103.41
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$22.03	Judicial Facility Srchg CT31	\$691.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Law Enf Arrest-Local	\$93.92
		Overpayments Detail Code	\$32.50
Total Excess Revenue	\$6,371.14	Total Other Disbursements	\$1,432.63
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	\$9,761.10
Fines - Other	\$993.00	Bond Refunds	\$225.00
Clerk Fee - Other	\$149.25	Total Disbursements	\$9,986.10
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$73.10		
Peace Officer Standards and Training (POST) Commission surcharge	\$73.12		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$521.30		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$5.02		
Law Enforcement Training (LET) Fund surcharge	\$142.54		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$1,957.33		

HUMAN RESOURCES

MONTHLY REPORT

JUNE 2025

June was not as hectic as the months leading up to the summer. The hiring of seasonal employees for the Parks department has been completed for this year after adding nine new employees in June.

One full-time Parks employee was terminated in June, and the position is still vacant.

A new position was created for a Building/PW Inspector and an employee was hired that began the job duties in June.

A full-time Public Works Maintenance Tech was hired to replace an employee that was terminated in May.

Dona Slater

Director of Human Resources

Willard Parks Department – Monthly Report, July 2025

Quote of the Month:

“We believe in giving 110% effort—even if we’re only funded at 70%. It’s not magic. It’s municipal math.”-Unknown

Program Highlights

Freedom Fest

Willard Parks delivered a strong Freedom Fest event, with near record-setting attendance and overwhelmingly positive community feedback. Families and residents praised the atmosphere, organization, and the variety of vendors and entertainment. Staff operated at full capacity to ensure the event’s success, and their effort reflected the department’s ongoing commitment to community engagement.

Aquatic Center

Aquatic Center revenue is trending upward compared to prior seasons. Usage has increased substantially, supported by high-quality programming and facility improvements from recent years. Positive word of mouth and responsive staff have created an environment that continues to bring families back throughout the summer.

Camps & Low-Cost Programming

Camps remain at or near capacity, requiring multiple bus runs for each groups. Based on survey feedback, Willard Parks launched a series of low-cost program options to improve accessibility. These pilot offerings have been well received, with strong participation and positive feedback. Plans are in motion to build upon this success in future seasons.

Youth Sports

Baseball season is in full swing, with games continuing throughout the month. Registration for fall soccer opens soon, and early inquiries suggest another strong turnout. Engagement from families, coaches, and volunteers remains a driving force behind the success of our youth sports programs.

Facility & Maintenance Updates

Grounds & Staffing

Groundskeeping services have been stretched thin following Freedom Fest and due to ongoing seasonal staff shortages. While staff have worked hard to prioritize essential maintenance and safety, the impact of reduced personnel is visible in several locations. Recruitment efforts continue, and Willard Parks is actively working to restore coverage levels across all sites.

Recreation Center – HVAC

The HVAC unit serving the Recreation Center’s office spaces and the Murray Room has failed and is currently out to bid. This is a budgeted replacement project and is moving forward according to procurement protocols.

Community Building – Roof

Roofing issues at the Community Building have worsened in recent weeks. Multiple leaks are now active,

and preliminary repair estimates range between \$40,000 and \$60,000. This repair was not anticipated in the current budget and will require additional planning to address the structural and functional concerns.

Organizational Perspective

Willard Parks continues to show resilience and responsiveness in a dynamic operating environment. Staff remain committed to program quality and public service, even as the department navigates staffing shortages and aging infrastructure.

Community survey feedback and ongoing program participation affirm the department's role as a cornerstone of quality of life in Willard. Residents have expressed appreciation for accessible, affordable programming, and have voiced support for continued investment in park and recreation services.

While the department faces fiscal and facility challenges, Willard Parks remains focused on smart adaptation, innovation, and maintaining a standard of service that reflects community values and needs.

Conclusion

July brought both celebration and challenge to Willard Parks. Through it all, staff rose to the occasion, delivering memorable experiences and keeping essential services running. With strong community engagement, growing participation, and continued focus on operational excellence, Willard Parks is positioned to meet the remainder of the summer with confidence and momentum.

June Facility Usage					
Facility	General Attendance	Members	Day Pass	2/\$2 Youth Rate	Total
Recreation Center*	3600	1575	0		3600
Better Together Playground	3500				3500
Jackson St Park	36200				36200
Miller Disc Golf Course	2500				2500
Rec Center Sports Complex	4900				4900
Highline Sports Complex	977				977
Willard Aquatic Center	6700				6700
Community Building	5400				5400
Total Guests					63777

Not a typo

* includes parents of program participants that do not scan in



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERS MEETING

TO: Board of Alders

FROM: Mike Ruesch

SUBJECT: Department Head Report Planning and Zoning June 2025

ATTACHMENTS: 1

CITY OF WILLARD, MISSOURI

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



Planning Department Report

July 2025

Permits - June

Permits Issued (June)	Fees collected (June)	Est. Value of Work (June)	Permits Issued (YtD)	Fees Collected (YtD)	Est. Value of Work (YtD)
13	\$55,1513.86	\$1,031,546.00	72	\$139,773.79	\$5,476,437.13

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

Current Development

Hoffman Hills Phase I: re-platted, working on infrastructure upgrades

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

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

Generations Village: All building permits have been issued. Looking for completion later this year.

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

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

Other Business

1. Master transportation plan is underway, Next Meeting is on July 17 5:30 PM at the Willard Fire department on HWY Z
2. Mediacom is installing fiber in the Hoffman hills area final cleanup is underway
3. Moving MU, PDD, Accessory Dwelling Units, Flood Ordinance to BOA
4. Jackson Street sidewalk project moving forward to design
5. Utility upgrade to the Sac River Cowboy Church is complete
6. Looking into revision of the Inflow & Infiltration Codes



Willard Police Department
June 2025 - Monthly Statistical Report



Administration	Officer – DSN	Case #'s
Tom McClain, Chief	1601-001	1
Shannon Shipley, Asst. Chief	1602-003	8
	Total	9

Squad #1	1607-050	Caleb Steen, Cpl.	31	Squad #2	1603-027	Steve Purdy, Sgt.	36
	1605-056	Mark Cole, Cpl.	30		1608-054	Stefan Collette, Cpl.	44
	1611-064	Danielle Cale, Officer	35		1610-061	Christian Smith, Sr. Officer	38
	1604-065	Anthony Hickox, Officer	49		1609-063	Cody Weatherford, Officer	13
	1606-067	Levi O'Neil, Officer	57				
	Total		202		Total		131

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 for the month...			342	

Incident Statistics

Felony	2	HBO (Handled by Officers)	243
Misdemeanor	3	Use of Force	0
Infraction	146	Dog at Large	3
Other (Services)	191	Neglect-0 /Abuse-0 /Bites-1	1

Vehicle Maintenance

Vehicle	Odometer Reading	Monthly Mileage	Shifts Used	Miles per Shift	Monthly Maintenance	Year to Date Maintenance
WPD-01 2021 Ford F-150	40,621	803	19	42	129.95	129.95
WPD-02 2021 Charger	81,428	1,365	17	80	83.97	191.46
WPD-03 2023 Charger	9,745	1,310	15	87		107.49
WPD-04 2023 Durango	45,839	1,537	8	192		189.77
WPD-05 2023 Charger	52,864	1,446	9	161		1,750.33
WPD-06 2023 Durango	33,517	1,139	16	71		222.48
WPD-07 2017 Explorer	35,272	798	16	50		0
WPD-08 2008 Harley	6,994	434	4	109		0
WPD-09 2023 Charger	4,406	1,626	18	90		0
WPD-10 2023 Charger	3,598	1,433	20	72		50.00

Monthly Vehicle Maintenance Details

WPD-01: full-service oil change; tire rotation; new wipers	WPD-06:
WPD-02: quart oil; oil change	WPD-07:
WPD-03:	WPD-08:
WPD-04:	WPD-09:
WPD-05:	WPD-10:

WPD, as a designated Blue Shield City, will be the recipient of a \$50,000 grant to be used for equipment, training and/or technology

Public Works Report

June 2025

119 - Service Orders

34 - Rereads

21 - After Hour Call ins

185 - Locates

44 - Shut Offs

30 - Meter/ERTS Replaced

Water Department

1. Took routine & special water samples
2. Continued working on building shelves and organizing water parts
3. Repaired leak, and moved water meter out of driveway on Grant St.
4. Built charging station for handhelds
5. Spotted A/C water line in Meadows for future development
6. New 2" tap and meter set for Cowboy Church in meadows
7. Flushing on Farm Rd. 117 & Woods End
8. Took TTHM yearly samples per DNR
9. Installed meter pit and setter on Berry & Logan
10. Rebuilt fire hydrant on Woods End Dr.
11. Changed setter valve at 605 JFK
12. Water tap and meter install at Hibachi Restaurant

Sewer Department

1. Lift Station maintenance
2. Sewer Lagoon Pond maintenance
3. Continuing manhole inspections
4. Lagoon samples & EDMR
5. Unclog LS B check valve (2 times)
6. Picked up manholes from Scurlock
7. Finished sump pumps at D lift station
8. Camera throughout town

Streets Department

1. Continued mowing throughout town, both lawn mower and boom mower
2. Worked on cleaning up lagoons
3. Continued cleaning and organizing Public Works shop
4. Cleaned Miller and Matthew Rd.
5. Started sidewalk work on Knight St.
6. Potholes on New Melville, Hughes, and beam St.
7. Poured concrete pad at Public Works building
8. Repaired culvert on Hunt and Osage
9. Dirt work on AB
10. Continued dirt work on Cowboy Church
11. Installed no parking sign on south st.
12. Cleaned storm drain on Jackson st. by Commerce bank
13. Repaired damage from aggressive dog at doghouse
14. Put up caution signs and blocks in Hoffman Hills subdivision at dead end
15. Helped sewer move lift station pumps to LS #94
16. Helped water department move water parts to water tower
17. Removed fallen trees at LS #94
18. Changed culvert on Ross Rd.
19. Repaired lawn mower
20. Dirt work on 113 Southview, Farm Rd. 89, and 212 JFK (Also jetted culvert at 212 JFK)
21. Cut tree in road on Holly Circle

2025 BOARD ATTENDANCE REPORT

Item # 11.

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

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



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERMEN MEETING

TO: Board of Aldermen

FROM: Steve Bodenhamer

SUBJECT: Sanitary Sewer Status Update

ATTACHMENTS: 1

CITY OF WILLARD
INTERNAL MEMORANDUM

DATE: July 14, 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:

- Of the five desired Temporary Construction easements I have:
 - Obtained one from the property owner.
 - Will close this week with three of the property owners.
 - Have not received a response from one property owner.
- We are now targeting July 30 for bid advertisement.

MEADOWS CONNECTION TO CITY OF SPRINGFIELD

Status of components:

- Discussions have resumed with the Trustees of the last easement of the original alignment to be acquired.
- Preliminary discussions have been held with the three landowners regarding a possible alternative routing of the gravity main. These discussions have been favorable.



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERS MEETING

TO: Board of Alders

FROM: Public Works

SUBJECT: Skid Steer Report

ATTACHMENTS: 1

TO: Board of Aldermen
 FROM: Public Works Director
 DATE: 07/14/2025
 SUBJECT: Skid Steer Replacement

REQUESTED INFORMATION

1. Hours Used Annually & Rental Cost Comparison

Public Works is currently using the Gehl skid steer at a rate of approximately 275 hours per year. Rental of a comparable unit on an as-needed basis would cost approximately \$34,000 annually, factoring in 68 uses and standard delivery fees. A full-year rental would cost \$57,600 annually.

2. Estimated Insurance Cost (Ownership)

The City currently pays \$390/year in insurance for the existing Gehl skid steer.

3. Repair & Maintenance Costs (Ownership)

Routine maintenance is averaging approximately \$633/year. One-time repair cost of \$1,789 (door replacement) was incident-based and not representative of typical upkeep.

4. Trade-in/Resale Value of Case 60XT

The current Case 60XT skid steer is inoperable and would cost over \$12,000 to repair (best case). Estimated sale value in its current condition is \$5,000–\$10,000.

Summary

Estimated annual cost of ownership (insurance + maintenance): ~\$1,500/year

Estimated annual rental cost: \$34,000 (as needed)–\$57,600 (entire year)

OPTIONS:

1. Buy it: \$105,000, allows us to use this piece of equipment at a moment's notice without the need to schedule delivery, or send a crew to pick it up, saves the city \$8,067 in less than two years compared to renting
2. Rent it: costs more, rent what we need when we need it, no additional ownership costs, so long as there are no damages to the machine itself.
3. Do nothing: stick with what we have

Recommendation:

Based on comparative cost, operational demand, and available grant funding (\$30,000), the most cost-effective and operationally sound option is to purchase a new skid steer and surplus the Case 60XT.



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERMEN MEETING

TO: Board of Aldermen

FROM: Wes Young

SUBJECT: AN ORDINANCE REPEALING SECTION 127.220
OF THE MUNICIPAL CODE OF THE CITY OF
WILLARD, MISSOURI AND AMENDING SECTION
127.210, REGARDING EXCLUSIONS TO
MEMBERSHIP ON THE PARKS AND
RECREATIONAL ADVISORY BOARD

ATTACHMENTS: 1

First Reading: 6/23/25
Bill No.: 25-39

Second Reading: 7/14/25
Ordinance No.: 250623

AN ORDINANCE REPEALING SECTION 127.220 OF THE MUNICIPAL CODE OF THE CITY OF WILLARD, MISSOURI AND AMENDING SECTION 127.210, REGARDING EXCLUSIONS TO MEMBERSHIP ON THE PARKS AND RECREATIONAL ADVISORY BOARD

WHEREAS, the Board of Aldermen recognizes the value of collaborative governance and seeks to strengthen communication and oversight between the legislative body and the Parks and Recreational Advisory Board; and

WHEREAS, the Board of Aldermen and the Parks and Recreational Advisory Board have met in joint session to discuss the importance of enhanced oversight of the Parks Department and the need for improved alignment between policy, planning, and implementation; and

WHEREAS, the Board of Aldermen desires the flexibility to appoint one of its members to serve on the Parks and Recreational Advisory Board to facilitate transparency, improve policy coordination, and ensure a stronger connection between community programming and elected leadership; and

WHEREAS, the Board of Aldermen finds that repealing Section 127.220 and amending Section 127.210 of the City Code, which prohibit any member of the Board of Aldermen from serving on the Parks and Recreational Advisory Board, is in the best interest of the City and its residents;

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

Section 1. Section 127.220 of Title I, Article III of the Municipal Code of the City of Willard, Missouri, is hereby repealed in its entirety.

Section 2. Section 127.210 Appointment of Board shall be amended to read: The Mayor shall, with the approval of a majority of all members of the Board of Aldermen, appoint a Park and Recreational Advisory Board of seven (7) members, four (4) members to be chosen from the citizens of the City at large with reference to their qualifications for such position, up to two (2) members may be chosen from outside the City limits but within five (5) miles and not in any other City. A member of the Board of Aldermen shall be one of the seven (7) members of the Park and Recreational Advisory Board, selected by the Board of Aldermen.

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

PASSED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR THIS 14th DAY OF JULY, 2025.

Approved By: _____
Troy Smith, Mayor

Attested By: _____
Rebecca Hansen, City Clerk

Approved as to Form: _____
Holly Dodge, City Attorney



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERS MEETING

TO: Board of Alders

FROM: Mike Ruesch

SUBJECT: AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, REVISING AND REPLACING SECTION 400.510 OF THE CITY CODE, PROVIDING FOR MIXED-USE DEVELOPMENT

ATTACHMENTS: 1

First Reading: 7/14/2025
Bill No.: 25-31

Second Reading: 7/14/2025
Ordinance No.: 250527B

**AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD,
MISSOURI, REVISING AND REPLACING SECTION 400.510 OF THE CITY CODE,
PROVIDING FOR MIXED-USE DEVELOPMENT**

WHEREAS, the City of Willard (the "City") requires diversity in development to continue wise and sustainable growth; and

WHEREAS, the City seeks to incentivize the infill of property and to create a more attractive, walkable, desirable environment; and

WHEREAS, Mixed Use Zoning allows for the diversity in development and the development goals stated heretofore;

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

Section I: Section 400.510 shall be revised, as shown below.

Section II: This ordinance shall take effect and be in force from 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 **14th day of July, 2025.**

Approved By: _____
Troy Smith, Mayor

Attested By: _____
Rebecca Hansen, City Clerk

Approved as to Form: _____
Holly Dodge, City Attorney

Section I. Revise Section 400.510

Section 400.510 - MIXED USE DISTRICT (MU)

- A. **Authority:** Upon enactment of an ordinance by the Board of Aldermen, a development plan for a Mixed-Use District may be approved in any district in the City of Willard, subject to the procedures and standards in this Section.
- B. **Purpose:** The intent of the **Mixed Use (MU) District** is to encourage more creative and imaginative design than generally is not possible under conventional zoning regulations. It is intended to permit, upon application and upon approval of site and use plans, the creation of MU districts. MU Zones have been established to encourage creative and efficient planning and development of land within our community by providing greater flexibility in the use of and placement of buildings and structures on the land, the consolidation and preservation of community-valued view corridors, open spaces and trails. Proposed developments should be designed to maximize the integration of improvements into the natural and proposed landscape, thereby minimizing the visual impact on both view corridors & viewsheds as well as from property to property within the community. These MU provisions are intended to create a more attractive, walkable, desirable environment within the City.
- C. **Permitted Uses:**
- Single-family residential uses.
 - Multiple-family residential uses.
 - Townhouse and condominiums
 - Commercial

Any combination of the above uses, **or other uses** that may be determined by the Planning Commission to be compatible and in harmony with each other according to the designed development.

D. **Zoning Process**

1. **MU Zones:** Properties identified as MU zones on the future use map may be eligible for MU development. Additional properties without the MU designation would require approval from the Board of Aldermen via the rezone
2. **Application for zone change:** Any person desiring to develop property under the provisions of this article shall first file an application for a zone change on the standard form provided by the City. The applicant shall apply to have the property rezoned in accordance with the hearing process set forth in Section **400.360** of this code. In addition to the legal description of the property to be rezoned, the conceptual development plan shall be submitted with the rezoning request and shall be subject to review, modification and approval by the Planning and Zoning Commission and Board of Aldermen as allowed in this Chapter. The applicant shall be required to pay for notification of all property owners within a 185 foot radius of the given project. They shall be notified of the intent to change zones and dates and times of public hearings.
3. **Ownership:** A MU development shall be in single or corporate ownership at the time of application, or the subject of an application filed jointly by all owners of the property.

MU Flowchart: MU Administration Flowchart

- E. **Staff and Developer Review.** Upon application for a rezone to Mixed Use District, the Community Development Department shall arrange a meeting for the review of the development plan submitted in accordance with the requirements and provisions of Section **400.510**. The Community Development Department staff and local utility providers shall communicate, in writing, any known deficiencies relative to the requirements contained herein as well as a determination of eligibility. Upon the satisfactory completion of that review, the Community Development Department shall arrange for all necessary legal notices and forward the application and development plan to the Planning and Zoning Commission for hearing and consideration. A fee, as provided for in the fee schedule found in Section **500.110** shall be paid to the City at the time of submittal, to defray the cost of review.
- F. **Public Hearing & Review By Planning Commission:** The Planning Commission will schedule a public hearing to consider the proposed zone change and shall review the conceptual plan, supporting text materials and staff comments for compliance with applicable general plan policies. The Planning Commission shall also make recommendations concerning the zone change request which will be forwarded to the Board of Aldermen
- G. **Public Hearing & Review by Board of Aldermen:** The Board of Aldermen will receive the recommendations of the Planning Commission and schedule a public meeting to consider official action on the zone change request.
- H. **Rezoning And Development Plan Approval.** Upon approval of the rezoning by the Board of Aldermen to the MU District, the development plan submitted with the rezoning request shall become the general guiding document for the uses to be established in the MU District. The final plat shall be in substantial conformance with the development plan.
- I. **Infrastructure Design And Construction.** Approved Mixed Use Development shall be allowed to proceed toward the design and engineering of all necessary public improvements in accordance with the adopted standards and specifications of the City of Willard. All designs shall be reviewed and approved by the Community Development Department and Public Works Department prior to permitting and construction. No construction shall commence except upon the issuance of a permit for the work to be performed.
- J. **Platting.** Upon the acceptance of the construction of all permitted infrastructure, the Mixed Use District may be subdivided by the approval and recording of a final plat pursuant to the requirements and procedures of Chapter **405** of the City of Willard Code.
- K. **Building Permits.** Upon the approval and recording of a final plat or else upon the securing of all necessary public infrastructure by an appropriate financial surety, permits may be

issued for the construction of buildings within the MU District, provided that conditions pertaining to protection of life and safety sufficiently present as determined by the various code officials of the City, including the Building Code and Fire Code officials.

- L. ***Adjustments To Plan During Development.*** During the construction of a Mixed Use development, the Board of Aldermen may authorize minor adjustments to the final development plan when such adjustments appear necessary considering technical or engineering considerations first discovered during actual development. Such minor adjustments must be brought to the Board of Aldermen's attention and must be voted on to be approved and made a part of the final development plan.
- M. ***Amendments To Final Development Plan.*** In addition to the minor adjustments authorized by above, an approved final development plan may be amended, varied or altered in the same manner and subject to the same limitations as any other regulation established by this Article. In addition, an approved final development plan may be amended or altered pursuant to the procedures established by this Section for its original approval.
- N. ***Compliance With Final Development Plan.*** The construction and operation of a Mixed Use development shall be in compliance with the approved final development plan at all times.
- O. ***Time Limitations:*** Building permits for construction within MU Zones must be obtained within 24 months of the approval of a zone change to Mixed Use development. If 24 months elapses without the issuance of building permits for the construction of the approved plans within the MU Zone, all conceptual and preliminary plan approvals shall be deemed null and void, unless an extension is granted. The applicant may request an extension on an approved development plan prior to the expiration of the 24 months time limit. The Planning Director may approve one extension up to 12 months on an approved development plan. The Board of Aldermen will approve or deny the requested ~~second~~ extension on the development plan. In the case that an approved development plan does expire, the zoning of the property shall remain a Mixed Use development, but no construction will be allowed on the property until a new plan is submitted and approved by the Planning Commission and the Board of Aldermen.

Q. CONTENT OF WRITTEN-CONCEPTUAL PLAN:

All development plans shall follow this section and have information detailed below.

Buildings: The text shall indicate the type, character and proposed height of all buildings. The plot plan, elevations and perspective drawings shall be prepared by the applicant to help the Planning Commission and Board of Aldermen better understand the proposal

Building Coverage: The land coverage by all buildings shall not exceed Forty percent (40%) of the net lot or parcel acreage unless approved by the Board of Aldermen.

Common And Open Spaces: The location of any proposed school sites, churches, parks and other common or open spaces shall be identified. Common area and open spaces shall not be part of individual lots. Common area shall be designated as

Deed Restrictions; Covenants: Copies of all deed restrictions, restrictive covenants, bylaws, architectural controls or other requirements that may be appurtenant to the proposed development.

Density: The density in terms of dwelling units per gross acre of land shall be indicated.

Developable Area Reserved For Landscaping: The amount of developable land area reserved for landscaping shall be indicated.

Geotechnical Report: A geotechnical report identifying any possible flood, slope, faulting, soils or other related hazards on the site shall be submitted with the application as determined by the project engineer.

Grading And Drainage Plan: A grading and drainage plan shall be submitted with the site development plan.

- A SWPPP Plan shall be provided detailing silt fencing, track pads and other stormwater drain protection.

Height Restrictions: All buildings shall have their height defined in the conceptual plan. No single family residential building shall be erected to a height greater than thirty-five feet (35') **unless specifically approved as part of the mixed-use plan.**

Improvements: Location, grades, widths, and type of improvements proposed for all streets.

Landscape Plan: A landscape plan showing the general location of the lawn area, shrubs, trees and fencing shall be submitted. (This may be part of the site or plot plan.) All landscaping shall be maintained by the governing body of the subdivision. All plants and trees shall be cared for and properly maintained per **Section 400 Article VIII**

Layout: The layout of the site with respect to locations and dimensions of vehicular and pedestrian entrances, exits, driveways and walkways.

Lighting Plan: The plans submitted shall include a general lighting plan indicating the type & location of lights to be installed on site. Design shall follow **Section 400.1370**

Natural Features: Schematic diagram showing significant natural features such as stands of trees, sinkholes, wetlands, rock outcroppings, etc.

Off Street Parking: The arrangement and adequacy of off-street parking facilities & guest parking per **Article IX**

Offsite Improvement Guarantees: See section **400.1460**

Open Space: Open space is defined as landscaping, approved trails, parks, park connectors, recreation areas, and designated open space. Detention areas, floodplains, and non developable land shall not be counted in the open space requirement

Open Space Requirement: All Mixed Use developments shall show through their design how they have satisfied the intent of the MU zone by:

Commented [1]: Open space requirements

1. Encouraging creative and efficient planning and development of land within our community
2. By providing greater flexibility in the use of and placement of buildings and structures on the land, enabling the consolidation and preservation of community-valued view corridors, and the addition of open spaces and trails.
3. Proposed developments should be designed to maximize the integration of improvements into the natural and proposed landscape, thereby minimizing the visual impact on both view corridors & viewsheds as well as from property to property within the community.
4. These MU provisions are intended to create a more attractive, walkable, desirable environment within the City.
5. **Floodways unless altered (LOMAR) and slopes that exceed a specific percentage are not considered developable.** The applicant of the requested MU Zone shall show what areas are to be landscaped and what areas are to be left in a natural state.
6. All required buffer requirements from Section 400.750 shall be met
7. The Board of Aldermen shall determine if the proposed landscaped areas and the areas proposed to be left in a natural state will satisfy the intent of the MU zone. In any event, all landscaped and open green space areas shall be kept in a weed free condition. All proposed structures, future structures, roads and parking areas are excluded from the calculations used to satisfy this requirement.

Parking Requirements: The parking requirements shall be reviewed and approved per design of the development district.

Phasing Plan: A phasing plan shall be submitted showing all phases. Recreation areas shall be situated in every phase and be completed prior to the commencement of another phase.

Planning Objectives: The text material shall set forth planning objectives to be accomplished through the development of the project and show that the requested MU zoning is in conformance with the City general plan and complies with the requested zoning designation.

Public Improvements: All public improvements shall comply with **Section 400 Article XVI (1430)**

Recreation Or Playground Areas: In developments with five (5) or more units, there shall be provided usable recreation or playground areas with a total minimum area of one thousand (1,000) square feet for five (5) units and an additional two hundred (200) square feet for each unit over five (5) units. No side measurement of each usable recreation or playground area shall be less than twenty feet (20') in width/length..

Commented [2]: Recreation areas

Refuse Storage Areas: Refuse storage areas shall be screened so that materials stored within these areas shall not be visible from access streets, freeways and adjacent properties. Storage or refuse areas shall not be located within required building setbacks nor within utility easements.

Setbacks: The setbacks for Mixed Use Developments will be as follows:

Commented [3]: Setbacks

1. **Front Yard:** Front yard setbacks shall be a minimum of twenty feet (20'). Approved Corner lot side setbacks may be adjusted to be less than 20 feet if the property meets the intersection sight triangle requirements
2. **Building, Parking Required:** The front yard setback area shall not be used for long term parking of any motor vehicles, or for required additional visitor parking, except for the driveway directly in front of the garage or carport of the dwelling unit.
3. **Side Setbacks:** Side yard setbacks on interior lot lines shall be a minimum of five feet (5') on one side and ten feet (10') on the opposite side for all dwellings, with a minimum of fifteen feet (15') between homes. Side yard setbacks on exterior lot lines (boundary lines) shall be a minimum of ten feet (10').
4. **Rear Setbacks:** Rear yard setbacks shall be a minimum of ten feet (10').

*Setbacks differing from the above standards will require approval of the Board of Aldermen. In all cases building and fire codes shall be satisfied.

Signage: Signage identifying the project shall be installed. The size, location, design and nature of signs, ~~if any~~, and the intensity and direction of area flood lighting shall be detailed in the project materials. Signage shall be in accordance with **Section 400.Article X**

Signs And Advertising: The requirements of **Article X** of this code shall apply, except that in large

Stormwater Plan: An engineered stormwater plan will be produced by a registered engineer to evaluate potential flows and develop a stormwater drainage plan. Detention, retention and release shall be determined through this reporting. The stormwater drainage report shall be conducted in accordance with and shall include all applicable information, maps, calculations and other materials as specified in Chapter **405** Design Standards for Public Improvements, **Article V, Stormwater Design Standards — General Provisions.**

If the proposed development is located within a flood hazard area, the stormwater drainage report shall provide all applicable information as specified in the **Article XVII, Section 400.1520** (Floodplain Management Regulations).

Topography: Topography at contour intervals of two feet (2') shall be submitted.

Traffic Analysis: A traffic analysis and street study shall be done by a certified engineer showing the effect of the development on traffic conditions on new and abutting streets shall be shown. The traffic analysis must extend from the proposed subdivision to the nearest arterial. The analysis shall be done on all accesses to the project and note loads on all affected streets. The traffic report shall show traffic discharge at a minimum of two points within the project. Existing traffic counts may be estimated from a study of the area served by the subject road or by counting vehicles consistent with good engineering practice.

Commented [4]: Traffic analysis

Turning Spaces: Safe and convenient turning space shall be provided for cars, sewer vehicles, refuse collection vehicles, fire-fighting equipment, etc., at the end of private drives and dead-end streets.

Use Of Land: The applicant shall prepare a site plan and written text that show and clearly explain the projected use of land including percentages of land devoted to various types of land use, such as building coverage, parking area, landscaped area, etc.

Utility Line Locations: A plan showing the location of all power, fiber, water, sewer and drainage lines in and through the project. All utilities shall be located in dedicated utility easements.

R. DEVELOPMENT GOALS:

Commented [5]: Development Goals

The procedures herein established are intended to substitute procedural protections for substantive regulations in recognition of the fact that traditional density, bulk, spacing and use regulations, which may be useful in protecting the character of substantially developed areas, may impose inappropriate and unduly rigid restrictions upon the development or redevelopment of parcels which lend themselves to an individual, planned approach. In addition, a development plan should be designed to ensure that the following general goals will be achieved

Promoting Efficient Land Use

1. The development will efficiently utilize the available land and will protect and preserve, to the extent possible, natural features of the land such as trees, streams and topographic features.
2. The development shall provide for harmonious and coherent site and building design that creates a sense of place.
3. The developer is encouraged to use creative and efficient planning and development of land within our community by providing greater flexibility in the use of and placement of buildings, uses, and structures on the land.

Enhance Community and Social Interaction

1. The developer shall show how the use of mixed-use areas prioritizes pedestrian and bicycle traffic, encouraging active modes of transportation and creates a more livable environment.
2. MU provisions are intended to create a more attractive, walkable, desirable environment within the City. The developer will demonstrate how it has incorporated parks, trails, landscaping, recreation areas, along with mixed use principles into the development.

Support Sustainable Development

1. The developer may show how the mixed use has provided a wider range of housing

options, varying square footage, ADA accessible units and adjustable rates, prompting attainable housing.

2. The development shall encourage infill, which will help reduce the costs of public services and preserve open space.
3. The proposed development may differ from the provisions of the other zoning districts of this Chapter but are congruent with the spirit and intent of this Chapter and the Willard Comprehensive & Vision Plans.

S. APPLICATION FOR CONCEPTUAL DEVELOPMENT PLAN

Minimum Lot Size: The minimum lot size in mixed use zones and subdivisions may be adjusted by section O as approved through the Planning Commission and Board of Aldermen

Starting Density: 3 houses per acre

T. Bonus Density: The density of a mixed use development shall conform to the density limitations of the general plan, except that the Board of Aldermen upon recommendation of the Planning Commission may approve a density greater than the general plan designation where the following findings are made:

Commented [6]: Bonus Density

1. The proposed dwellings are platted for individual ownership of the dwelling units, and
2. The density and building scale of the proposed units are similar in scale to an adjoining developed parcel or is considered in scale with the surrounding area and fits harmoniously into the neighborhood,

Density may be adjusted with addition of bonus density credits from the list below

To be considered for density increases, the applicant will include, as part of the development design, any of the following credits:

- **Landscaping Along Periphery Of Development:** A common area landscaped strip of twenty five feet (25') shall be created along the periphery of the development and surrounds at least Seventy percent (70%) of the development. Walking paths, benches and gathering places may be integrated into this open space. An approved subdivision sign shall be constructed within the landscaping strip. All open space and landscaping shall be maintained regularly. All landscaping will be owned and maintained by the HOA or designated party.
 - An increase of half a dwelling unit to one dwelling unit per acre may be added to the minimum density for the development.

- **Tree Lined Streets:** Tree lined streets for all streets (internal and periphery) to provide shade for sidewalks and to reduce solar heat gain. If all streets within the development, on both sides of the streets, will have a landscape strip between the curb and sidewalk planted with shade trees at forty-five-foot (45') spacing or less, with trees that are of twenty four inch (24") box containers with a minimum of one and one-half inch (1½") caliper, All tree installations shall follow **Section 400.760** for installation and setbacks. All trees shall be maintained by the HOA or designated party.
 - An increase of half a dwelling unit to one dwelling unit per acre may be added to the minimum density for the development

- **Walking Trail of 12' of concrete to be installed:** Where designated, a walking trail shall be established and designed to provide access to open space and connectivity to adjacent properties. Trails shall be installed in accordance with the City of Willard Trails specifications and Master Trails Plan. All approved trails and easements shall be dedicated to the City of Willard for maintenance and upkeep
 - An increase of half a dwelling unit to one dwelling unit per acre may be added to the minimum density for the development

- **Interconnectivity** Interconnectivity of existing subdivisions is a priority. The connection of surrounding subdivisions to the new development is important. Credit will be given for the donation of the cost of installation of 1500 feet of Five foot (5) sidewalk within the city right of way of an existing subdivision.
 - An increase of half a dwelling unit to one dwelling unit per acre may be added to the minimum density for the development

- **Recreation Donation:** A donation to an existing recreation area for improvement or expansion of services. Donations may be monetary, or services rendered for the expansion and improvement of existing facilities.
 - An increase of half a dwelling unit to one dwelling unit per acre may be added to the minimum density for the development

- **Increased Recreational Facilities:** Additional designated approved recreational amenities, above the requirements as already set forth for Mixed Use development, may receive an increase in density, as approved by the Planning Commission and Board of Aldermen in accordance with this chapter.
 - An increase of half a dwelling unit to one dwelling unit per acre may be

added to the minimum density for the development

- **Architectural design:** ~~If~~ The project shall be submitted and reviewed for architectural design layout, and by the City of Willard. The addition of multiple floor plans, sliding square footage, affordable housing options, ~~with~~ restricted sales prices or rents on a percentage of houses, and inclusion of ADA Accessible units as part of the project may add to your possible total score.
 - **An increase of half a dwelling unit to one dwelling unit per acre may be added to the minimum density for the development**
- **Pocket Parks and Park Connectors:** In accordance with **Section 405.115** the developer may establish a pocket park with available public connections for the entertainment and utilization of the public. Pocket parks and recreation areas shall be connected by a Park Connector Trail per **Section 400.156**
- See **Section 400.155** and **Section 400.156** for additional information on park connectors and trail
- **An increase of half a dwelling unit to one dwelling unit per acre may be added to the minimum density for the development**
- **Diversity of the Project:** The project will be evaluated on its use of multiple zones i.e. residential, commercial, R-3 etc. Project will be graded on use and design of mixed uses.
- **Combined Uses:** Bonus points will be awarded from use of combined uses within the project.
- Points will be given on design criteria, layout, height, location and accessibility.
- **An increase of half a dwelling unit to one dwelling unit per acre may be added to the minimum density for the development**

U- Certified Developers-

Commented [7]: Certified Developers

A project that receives a score of 100 or more will qualify as a Certified Developer

Certified Developer Program	
<u>Items to be Graded</u>	<u>Possible Points Awarded (140)</u>
Mixed Use Diversity of Design	20

Certified Developer Program	
Interconnectivity	20
Active Transportation	20
Architecture	20
Opens Space	20
Landscaping	20
Recreation Areas	20

Certified Developers will be eligible for

- Expedited Permitting Processes
- Preferred Plan Review
- Block Inspection Times
- Standard Permits on Homes

V. MULTIPLE FAMILY DEVELOPMENT STANDARDS:

- A. **Density:** The density and building scale of the proposed units are similar in scale to an adjoining developed parcel or is considered in scale with the surrounding area and fits harmoniously into the neighborhood, as determined by the Board of Aldermen
- B. **Minimum Lot Size:** The minimum lot size in multiple-family residential subdivisions with private individual building pads and associated common area is twenty thousand (20,000) square feet; provided that at least twenty percent (20%) of the total project is developed and maintained as common, open, landscape, or recreation area.
- C. **Setbacks:** The setbacks for all Mixed Use developments - multiple family may be as follows, unless an approved setback alternative plan is granted by the Planning Commission and approved by the City Council:
 1. **Front Yard:** Front yard setbacks shall be a minimum of twenty feet (20'). The street side of corner lots shall be the same as the front yard setback.
 2. **Building, Parking Required:** The front yard setback area shall not be used for long term parking of any motor vehicles, or for required additional visitor parking, except for the driveway directly in front of the garage or carport of the dwelling unit.
 3. **Side And Rear Setbacks:** Side and rear setbacks on interior lot lines shall be a minimum

of ten feet (10') for all dwellings.

4. **Group Dwellings:** In group dwellings, no two (2) buildings may be located closer together than ten feet (10') for one- story buildings, fifteen feet (15') for two-story buildings, and twenty feet (20') for approved three-story (or more) buildings.
5. **Two-Story Buildings:** For two-story (or more) buildings, the side and rear setbacks shall be at least twenty-five feet (25') along the boundary of a Single-Family Zone.



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERS MEETING

TO: Board of Alders

FROM: Mike Ruesch

SUBJECT: **AN ORDINANCE AMENDING SCHEDULE IV OF THE WILLARD, MISSOURI 'LAND DEVELOPMENT CODE' TO ADD SECTION 400.515 REGARDING PLANNED DEVELOPMENT DISTRICTS**

ATTACHMENTS: 1

First Reading: 7/14/25
Bill No.: 25-46

Second Reading: 7/14/25
Ordinance No.: 250714D

AN ORDINANCE AMENDING SCHEDULE IV OF THE WILLARD, MISSOURI 'LAND DEVELOPMENT CODE' TO ADD SECTION 400.515 REGARDING PLANNED DEVELOPMENT DISTRICTS

WHEREAS, the City of Willard recognizes the value of promoting coordinated development and encouraging flexibility in design in order to achieve community objectives in future development; and

WHEREAS, the City of Willard has established that several of those specific community objectives, including walkability, communal open spaces, and housing affordability would be better served by establishing Planned Development Districts; and

WHEREAS, the implementation of such Planned Development Districts requires that the City clearly set forth development standards and the review and approval process for such Districts;

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

Section 1: It is the intention of the Board of Aldermen, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the City of Willard Municipal Code, and the sections of this ordinance may be renumbered to accomplish such intention.

Section 2: That Section 400.515 of Chapter 4 of the Willard Municipal Code is hereby added and amended to read as set forth herewith.

Section 3: This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Section 4: That should any section, sentence or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

Section 5: That the City Clerk is authorized by this Ordinance to correct any scrivener's errors identified within this Ordinance.

PASSED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR THIS 14th DAY OF JULY, 2025.

Approved By: _____

Troy Smith, Mayor

Attested By: _____

Rebecca Hansen, City Clerk

Approved as to Form: _____

Holly Dodge, City Attorney

Section I

Section 400.515 is hereby defined by the following:

400.515 A development plan for a Planned Development District may be approved in any district in the City of Willard, subject to the procedures and standards in this Article.

A. Purpose And Intent

The purpose of the Planned Development District regulations is to allow for unconventional, or innovative arrangements of land uses and public facilities that, but for the provisions of these regulations, would otherwise be difficult to develop under the conventional land use and development regulations of the City.

B. Applicability

1. **Eligibility To Submit An Application For A Planned Development.** An application for a Planned Development District shall be submitted by the legal owner(s) of the real property subject to the application, or by a duly authorized representative of such owner, or by an individual or organization with a legitimate contractual interest in the purchase of the subject real property.

- C. **Eligibility Requirements For Planned Developments** A proposal for a Planned Development District shall demonstrate substantial congruence with each of the following conditions in order to be considered eligible for approval.

1. The Planned Development District should not have an adverse impact on the property value of adjacent land, nor should it hinder the implementation of the Willard Comprehensive Plan & other plans.
2. The proposed development plan may involve a diverse mixture or variation of densities.
3. The proposed development plan shall involve the provision of all infrastructure deemed necessary to adequately serve the potential development.
4. No Planned Development District should impose an undue burden on public services, facilities and infrastructure.
5. The proposed development plan shall involve design elements shown to lessen congestion in the streets; increase active transportation, support trails, interconnectivity, addition of parks and other recreation areas within the development.
6. A Planned Development District may be developed in phases, provided that no phase or unit of development shall be constructed without proportional development of recreation space and amenities
7. The applicant shall provide and record easements and covenants and furnish other guarantees deemed necessary by the Board of Aldermen to assure performance in accordance with the final development plan and to protect the public interest in the event of abandonment before the development's completion.

Planned Development District Zoning			
	Overlay	Rezone	Annexation
PDD-R	Yes	No	Yes
MU	No	Yes	Yes

D. PDD-R, Planned Development District- Residential

1. **Intent.** The intent of the PDD-R district is to support private residential development by providing incentives encouraging the use of innovative design techniques in order to achieve high-quality residential development.
2. **Size.** Lot sizes must be large enough to enable its development as a complete identifiable unit and through the flexibility allowed by the PDD process provide a bona-fide benefit to the residents and users of the PDD.

3. **Starting lot Size:**
 4. Minimum lot size for a detached single-family residential lot is **6,600 square feet**.
 5. **Permitted uses.** For the PDD-R, the following uses shall be permitted, subject to meeting the adopted review criteria:
 6. All uses in the R-1, R-2, and R-3 zoning districts may be allowed for use in a Planned Development District
- E. The starting total number of dwelling units in a Planned Development District-R shall be defined by the underlying zoning district. The density of dwelling units in a Planned Development District shall also conform with the lot and bulk regulations of this Chapter. A development plan may include design and infrastructure elements to accommodate greater densities in localized areas of the development using these guidelines:
1. Any reduction in minimum lot size shall be compensated by common, open, additional landscaping or recreation space, trails, and or donation to other areas in the city that positively enhance services or spaces as approved by the Board of Aldermen. These items shall be highlighted in the development plan.
 2. The Commission shall, in its determination, also consider that the physical characteristics of the site may make increased densities appropriate in a particular location.
 3. The total ground area occupied by buildings and structures shall not exceed thirty-five percent (35%) of the total ground area of the planned development. If previous development in the neighborhood exceeds coverage of thirty-five percent (35%), the coverage area of the Planned Development District may be increased to correspond with that of the neighborhood as a whole as approved by the Board of Aldermen.
- F. All single family residential lots in a Planned Development District shall meet the following minimum requirements:
- Minimum twenty-five-foot front yard setback.
 - Minimum twenty-five-foot rear yard setback.
 - Minimum eight & ten-foot side yard setbacks.
 - A minimum lot frontage of Seventy (70) feet.

G. Procedure

Planned Development District shall proceed toward the planned improvements, subdivision, and/or marketing according to the following process:

- H. Procedure For Zoning Overlay.** The applicant shall apply to have an overlay zoned to the property in accordance with the hearing process set forth in Section **400.360** of the Willard Municipal Code. In addition to the legal description of the property. The development plan shall be submitted with the zoning request and shall be subject to review, modification and approval by the Planning and Zoning Commission and Council as allowed in this Chapter.
- I. Development Plan Review.** Upon application for an overlay zone for the Planned Development District, the Planning & Development Department shall arrange a meeting

for the review of the development plan submitted in accordance with the requirements and provisions of Section **400.515**. The Planning Department staff and local utility providers shall communicate, in writing, any known deficiencies relative to the requirements contained herein as well as a determination of eligibility. Upon the satisfactory completion of that review, the Planning & Development Department shall arrange for all necessary legal notices and forward the application and development plan to the Planning and Zoning Commission for hearing and consideration. A fee, as provided for in the fee schedule found in **Section 500.110** shall be paid to the City at the time of submittal, to defray the cost of review.

- J. Planning And Zoning Commission Consideration.** The City's Planning and Zoning Commission will hold a public hearing concerning the application to rezone and the development plan, such hearing having been properly publicized as required for zoning amendments. The purpose of the hearing is for the Commission to find certain facts pertaining to the development plans conformity to the requirements of this Article as well the adopted plans of the City. Upon the closing of the public hearing, the Commission shall render their findings and vote to make a recommendation to the City Council concerning the approval of the proposed Planned Development District rezone and the approval of the development plan.
- K. Board of Aldermen Consideration.** The Board of Aldermen shall receive the findings of facts and recommendation of the Planning and Zoning Commission and will consider whether to approve, revise or reject the proposed Planned Development District rezone by ordinance.
- L. Rezoning And Development Plan Approval.** Upon approval of the rezoning to Planned Development District, the development plan submitted with the rezoning request shall become the general guiding document for the uses to be established in the Planned Development District. The final plat shall be in substantial conformance with the development plan.
- M. Infrastructure Design And Construction.** Approved Planned Developments shall be allowed to proceed toward the design and engineering of all necessary public improvements in accordance with the adopted standards and specifications of the City of Willard.
 - 1. All designs shall be reviewed and approved by the Community Development Department and Public Works Department prior to permitting and construction.
 - 2. No construction shall commence except upon the issuance of a permit for the work to be performed.
- N. Platting.** Upon the acceptance of the construction of all permitted infrastructure, the Planned Development District may be subdivided by the approval and recording of a final plat pursuant to the requirements and procedures of Chapter **400** of the City of Willard Municipal Code.
- O. Building Permits.** Upon the approval and recording of a final plat or else upon the securing of all necessary public infrastructure by an appropriate financial surety, permits may be issued for the construction of buildings within the Planned Development District, provided

that conditions pertaining to protection of life and safety sufficiently present as determined by the various code officials of the City, including the Building Code and Fire Code officials.

P. Development Plans

Minimum Requirements. Development plans accompanying an application for a new Planned Development District will be reviewed by City staff to verify satisfaction of the following minimum requirements to being forwarded to the Planning and Zoning Commission for consideration:

1. **Identification Of Permitted Land Uses.** All land uses to be permitted within the Planned Development defined in **Section 400.530** shall be identified in sufficient detail with regard to density, intensity and location of the use. In this context, "sufficient detail" means a description of the permitted land use so as to explicitly limit the use of land in a way that is meaningful for the purposes of making determinations as to whether the particular land in question may be used for a specific purpose. Overly vague or ambiguous land use descriptions that evade predictability and certainty as to what sorts of land uses may be permitted shall not be allowed.
2. **Traffic Analysis:** The proposed development shall provide a traffic analysis and street study shall be done showing the effect of the development on traffic conditions on new and abutting streets shall be shown. The traffic analysis must extend from the proposed subdivision to the nearest arterial. The analysis shall be done on all accesses to the project and note loads on all affected streets. The traffic report shall show traffic discharge at a minimum of two points within the project. The proposed development plan shall articulate a plan for the circulation of vehicle and pedestrian traffic throughout the development according to the report.
3. **Development Summary:** As part of the development time schedule each phase must have a summary of the number of units of each type of use, the number of dwelling units, the acreage devoted to residential, nonresidential, recreation, open space, non-encroachable areas, streets, off-street parking, and other major land uses, density, public lands (existing and proposed), and the total number of acres contained in each development phase. A summary of the total number of units of each type of use, number of dwelling units, the acreage devoted to all major land uses, the acreage of public lands and areas proposed for public ownership, the acreage of the total area proposed to be developed, and the overall net density of the development;
4. **Identification Of Utility Sources.** The proposed development plan shall accurately identify the location of proposed sources and any necessary extension or expansion of utilities to serve the identified land uses. The intent of this provision is merely to ensure that the necessary services are available and of adequate capacity, either presently or as a result of planned expansion, to serve the proposed development.
5. **Identification Of Transitional Elements.** The proposed development plan shall identify the general location and type of transitional elements between dissimilar or normally

incompatible land uses. These transitional elements include screens, perimeter landscaping, required buffer-yards, or other architectural and landscaping features that serve to lessen the visual, auditory, and olfactory impacts of land uses having significant differences in intensity. **All open space and landscaping shall be maintained regularly. All landscaping will be owned and maintained by the HOA or designated party.**

6. **Identification Of Other Amenities.** The proposed development plan shall define and identify the location and type of planned amenities, pocket parks, trails, park connectors, parks, and recreation areas that bolster a sense of community, and support the purpose of this Article.
- 7.
- Q. Evaluation Criteria.** The development plans proposed for any Planned Development District shall be evaluated by the City staff, the Planning and Zoning Commission, and the Board of Aldermen with regard to the following criteria:
 1. Satisfaction of the purpose and intent of this Article.
 2. Conformity with the adopted Comprehensive Plan and other adopted plans of the City of Willard
 3. The ability of the available or planned infrastructure to provide adequate service to the proposed development.
 4. The proposed development plan shall involve design elements shown to lessen congestion in the streets; increase active transportation, support trails, interconnectivity, addition of parks and other recreation areas within the development.
 5. The estimated impact of the proposed development on surrounding properties based on facts found pertaining to the purpose and intent in section
 6. A reliable and valid estimate of the costs and benefits of the proposed development upon the community.
 7. The duly authorized partnership of the public and private sectors for mutual benefit

- R. Rights/Privileges Conferred Upon Development Plan Approval.** The approval of a Planned Development District by ordinance of the Board of Aldermen of the City of Willard shall confer upon the applicant and any successive owners of the real property the conditional right to develop the land in accordance with the approved development plan.

Infrastructure Design And Construction

- S. Procedure.** The design, review and permitting of the construction of the infrastructure planned for the development shall proceed according to the provisions of Section 405 of the City of Willard Municipal Code.
- T. Evaluation Criteria.** Permits for land disturbance or construction of any improvements to the real property shall not be issued except upon a determination by the Community Development Department that the designs are in substantial conformity to the approved

development plan. Substantial conformity shall be determined according to the following criteria:

1. Conformity to the arrangement and type of land uses articulated by the approved development plan.
2. Conformity to the traffic study articulated by the approved development plan.
3. Conformity to the Standards and Specifications for Public Improvements.
4. Conformity to the transitional elements articulated by the approved development plan.
5. Conformity to the applicable minimum requirements of the City of Willard Municipal Code and other adopted codes or laws of the City, State, or Federal governments.
6. Conformity to amenities, open space, trails, parks and other design elements that foster a more interconnected and active development as articulated by the approved development plan.
7. If the Planning Department determines the design of the development to not be in substantial conformity, the Planning & Development Director and/or their designee shall transmit such findings, in writing, to the applicant along with a statement of the specific areas found to be in non-conformity. A determination of non-conformity may be appealed to the Board of Adjustment pursuant to the provisions of Section 400.170 of the City of Willard Municipal Code.

U. Amendments To The Plan. Minor amendments to the development plan shall be submitted for staff review and approval. If staff determine that the changes are a substantial change to the development plan then the matter may be referred to the Planning Commission & Board of Aldermen to approve, amend or deny the proposed changes.

V. Platting

1. **Tentative Plat Approval.** The development plan reviewed by the Planning and Zoning Commission and approved by the Board of Aldermen may serve as a preliminary plat. If a more specific and detailed preliminary plat is required by either the Planning & Development Director or the applicant, such preliminary plat shall conform to the requirements of Article XIV of Chapter 400 and shall be reviewed by the Planning and Zoning Commission and approved by the Board of Aldermen

W. Final Plat Approval. Upon the satisfactory completion of the construction of all required infrastructure and other site elements or amenities, or else by the security of the same by an appropriate financial surety, the applicant may submit a final plat document in accordance with the provisions of Chapter 400.1190 of the City of Willard Municipal Code.

1. The development shall have two (2) years from the approval of the development agreement to pull building permits and begin construction of homes.

(i) If phased construction is planned, building permits shall be pulled within two (2) years of the date of approval of the development phase. All subsequent phases may be submitted covering portions of the approved development plan as defined above;

2. If the development plan and final platting have not been completed within the timeline set in this Section, then the development plan shall be resubmitted to the City for extension. Extension of the development plan shall be forwarded and reviewed by the Planning Commission and Board of Aldermen according to the same procedure for original adoption. One extension may be granted by the Board. If granted an extension will be for a maximum 1 year. If an extension and approval is not granted, the original development plan approval shall be null and void. It shall not be the responsibility of the City to notify the applicant of an expired development plan.



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERS MEETING

TO: Board of Alders

FROM: Mike Ruesch

SUBJECT: AN ORDINANCE REVISING SCHEDULE IV OF THE WILLARD, MISSOURI CITY CODE 'LAND DEVELOPMENT CODE,' TO REPLACE SECTION 400.1520 IN ADOPTING FLOODPLAIN MANAGEMENT REGULATIONS (FIRST AND SECOND READ)

ATTACHMENTS: 1

**First Reading: 7/14/25
Bill No.: 25-47**

**Second Reading: 7/14/25
Ordinance No.: 250714E**

AN ORDINANCE REVISING SCHEDULE IV OF THE WILLARD, MISSOURI CITY CODE 'LAND DEVELOPMENT CODE,' TO REPLACE SECTION 400.1520 IN ADOPTING FLOODPLAIN MANAGEMENT REGULATIONS

WHEREAS, the legislature of the State of Missouri has in 89.020, RSMo., delegated the responsibility to local governmental units to adopt floodplain management regulations designed to protect the health, safety, and general welfare of its residents; and

WHEREAS, the federal government, through FEMA, is adopting updated FIRM maps; and

WHEREAS, the City of Willard has committed to continually adapting to the latest state and federal standards of health, safety, and general welfare;

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

Section 1: It is the intention of the Board of Aldermen, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the City of Willard Municipal Code, and the sections of this ordinance may be renumbered to accomplish such intention.

Section 2: That Section 400.1520 of Chapter 4 of the Willard Municipal Code be hereby repealed in its entirety and amended to read as set forth herewith.

Section 3: This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Section 4: That should any section, sentence or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

Section 5: That the City Clerk is authorized by this Ordinance to correct any scrivener's errors identified within this Ordinance.

**PASSED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR THIS
14th DAY OF JULY, 2025.**

Approved By: _____

Troy Smith, Mayor

Attested By: _____

Rebecca Hansen, City Clerk

Approved as to Form: _____

Holly Dodge, City Attorney

ARTICLE 1 STATUTORY AUTHORIZATION, FINDINGS OF FACT, AND PURPOSES

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Missouri has in RSMo 79.110 delegated the responsibility to local governmental units to adopt floodplain management regulations designed to protect the health, safety, and general welfare of the public. Therefore, the Board of Aldermen of the City of Willard, Missouri, ordains as follows:

SECTION B. FINDINGS OF FACT

1. *Flood Losses Resulting from Periodic Inundation*

The special flood hazard areas of the City of Willard, Missouri, are subject to inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base; all of which adversely affect the public health, safety and general welfare.

2. *General Causes of the Flood Losses*

These flood losses are caused by (1) the cumulative effect of development in any delineated floodplain causing increases in flood heights and velocities; and (2) the occupancy of flood hazard areas by uses vulnerable to floods, hazardous to others, inadequately elevated, or otherwise unprotected from flood damages.

3. *Methods Used To Analyze Flood Hazards*

The Flood Insurance Study (FIS) that is the basis of this ordinance uses a standard engineering method of analyzing flood hazards, which consist of a series of interrelated steps.

- a. Selection of a base flood that is based upon engineering calculations, which permit a consideration of such flood factors as its expected frequency of occurrence, the area inundated, and the depth of inundation. The base flood selected for this ordinance is representative of large floods, which are characteristic of what can be expected to occur on the particular streams subject to this ordinance. The base flood is the flood that is estimated to have a one percent chance of being equaled or exceeded in any given year as delineated on the Federal Insurance Administrator's FIS, and illustrative materials for Greene County, dated September 19, 2025, as amended, and any future revisions thereto.
 - b. Calculation of water surface profiles are based on a standard hydraulic engineering analysis of the capacity of the stream channel and overbank areas to convey the regulatory flood.
4. Computation of a floodway required to convey this flood without increasing flood heights more than one (1) foot at any point.
 5. Delineation of floodway encroachment lines within which no development is permitted that would cause **any** increase in flood height.
 6. Delineation of flood fringe, i.e., that area outside the floodway encroachment lines, but still subject to inundation by the base flood.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety, and general welfare of the public; to minimize those losses described in Article 1, Section B (1); to establish or maintain the community's eligibility for participation in the National Flood Insurance Program (NFIP) as defined in 44 Code of Federal Regulations (CFR) § 59.22(a) (3); and to meet the requirements of 44 CFR § 60.3(d) by applying the provisions of this ordinance to:

1. Restrict or prohibit uses that are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities;
2. Require uses vulnerable to floods, including public facilities that serve such uses, be provided with flood protection at the time of initial construction; and
3. Protect individuals from buying lands that are unsuited for the intended development purposes due to the flood hazard.

ARTICLE 2 GENERAL PROVISIONS

SECTION A. LANDS TO WHICH ORDINANCE APPLIES

This ordinance shall apply to all lands within the jurisdiction of the City of Willard, Missouri, identified as numbered and unnumbered A zones and AE zones, on the Flood Insurance Rate Map (FIRM) panel numbers 29077C0180F, 29077C0185F, 29077C0187F, 29077C191F, 29077C0192F, 29077C0193F, 29077C0194F, and 29077C0306F dated September 19, 2025, as amended, and any future revisions thereto. In all areas covered by this ordinance, no development shall be permitted except through the issuance of a floodplain development permit, granted by the Board of Aldermen or its duly designated representative under such safeguards and restrictions as the Board of Aldermen or the designated representative may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the community, and as specifically noted in Article 4.

SECTION B. COMPLIANCE

No development located within the special flood hazard areas of this community shall be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

SECTION C. ABROGATION AND GREATER RESTRICTIONS

It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

SECTION D. INTERPRETATION

In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements, shall be liberally construed in favor of the governing body, and shall not be deemed a limitation or repeal of any other powers granted by Missouri statutes.

SECTION E. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions, or the flood heights may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This ordinance does not imply that areas outside the floodway and flood fringe or land uses permitted within such areas will be free from flooding or flood damage. This ordinance shall not create a liability on the part of the City of Willard, any officer or employee thereof, for any flood damages that may result from reliance on this ordinance, or any administrative decision lawfully made thereunder.

SECTION F. SEVERABILITY

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of appropriate jurisdiction, the remainder of this ordinance shall not be affected thereby.

ARTICLE 3 ADMINISTRATION

SECTION A. FLOODPLAIN DEVELOPMENT PERMIT

A floodplain development permit shall be required for all proposed construction or other development, including the placement of manufactured homes, in the areas described in Article 2, Section A. No person, firm, corporation, or unit of government shall initiate any development or substantial-improvement or cause the same to be done without first obtaining a separate floodplain development permit for each structure or other development.

SECTION B. DESIGNATION OF FLOODPLAIN ADMINISTRATOR

The Planning and Development Director is hereby appointed to administer and implement the provisions of this ordinance.

SECTION C. DUTIES AND RESPONSIBILITIES OF FLOODPLAIN ADMINISTRATOR

Duties of the floodplain administrator shall include, but not be limited to:

1. Review of all applications for floodplain development permits to assure that sites are reasonably safe from flooding and that the floodplain development permit requirements of this ordinance have been satisfied;
2. Review of all applications for floodplain development permits for proposed development to assure that all necessary permits have been obtained from Federal, State, or local governmental agencies from which prior approval is required by Federal, State, or local law;
3. Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding;
4. Issue floodplain development permits for all approved applications;
5. Notify adjacent communities and the Missouri State Emergency Management Agency (MoSEMA) prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA);
6. Assure that the flood carrying capacity is not diminished and shall be maintained within the altered or relocated portion of any watercourse.
7. Verify and maintain a record of the actual elevation (in relation to mean sea level) of the lowest floor, including basement, of all new or substantially improved structures;
8. Verify and maintain a record of the actual elevation (in relation to mean sea level) that the new or substantially improved non-residential structures have been floodproofed;

9. When floodproofing techniques are utilized for a particular non-residential structure, the floodplain administrator shall require certification from a Missouri registered professional engineer or architect.

SECTION D. APPLICATION FOR FLOODPLAIN DEVELOPMENT PERMIT

To obtain a floodplain development permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every floodplain development permit application shall:

1. Describe the land on which the proposed work is to be done by lot, block and tract, house and street address, or similar description that will readily identify and specifically locate the proposed structure or work;
2. Identify and describe the work to be covered by the floodplain development permit;
3. Indicate the use or occupancy for which the proposed work is intended;
4. Indicate the fair market value of the structure and the fair market value of the improvement;
5. Specify whether development is located in designated flood fringe or floodway;
6. Identify the existing base flood elevation and the elevation of the proposed development;
7. Give such other information as reasonably may be required by the floodplain administrator;
8. Be accompanied by plans and specifications for proposed construction; and
9. Be signed by the permittee or his authorized agent who may be required to submit evidence to indicate such authority.

ARTICLE 4 PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

1. No permit for floodplain development shall be granted for new construction, substantial-improvements, and other improvements, including the placement of manufactured homes, within any numbered or unnumbered A zones and AE zones, unless the conditions of this section are satisfied.
2. All areas identified as unnumbered A zones on the FIRM are subject to inundation of the one percent annual chance (aka 100-year) flood; however, the base flood elevation is not provided. Development within unnumbered A zones is subject to all provisions of this ordinance. If Flood Insurance Study data is not available, the community shall obtain, review, and reasonably utilize any base flood elevation or floodway data currently available from Federal, State, or other sources.
3. Until a floodway is designated, no new construction, substantial improvements, or other development, including fill, shall be permitted within any numbered A zones or AE zones on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
4. All new construction, subdivision proposals, substantial-improvements, prefabricated structures, placement of manufactured homes, and other developments shall require:
 - a. Design or adequate anchorage to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - b. Construction with materials resistant to flood damage;
 - c. Utilization of methods and practices that minimize flood damages;
 - d. All electrical, heating, ventilation, plumbing, air-conditioning equipment, and other service facilities be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
 - e. New or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems be located so as to avoid impairment or contamination; and
 - f. Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, located within special flood hazard areas are required to assure that:
 - (1) All such proposals are consistent with the need to minimize flood damage;

- (2) All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage;
- (3) Adequate drainage is provided so as to reduce exposure to flood hazards; and
- (4) All proposals for development, including proposals for manufactured home parks and subdivisions, greater than fifty (50) lots or five (5) acres, whichever is lesser, include within such proposals base flood elevation data.

5. *Storage, material, and equipment*

- a. The storage or processing of materials within the special flood hazard area that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited.
- b. Storage of other material or equipment may be allowed if not subject to major damage by floods, if firmly anchored to prevent flotation, or if readily removable from the area within the time available after a flood warning.

6. *Accessory Structures*

Structures used solely for parking and limited storage purposes, not attached to any other structure on the site, of limited investment value, and not larger than 400 square feet, may be constructed at-grade and wet-floodproofed provided there is no human habitation or occupancy of the structure; the structure is of single-wall design; the accessory structure meets the following floodplain management requirements; and a floodplain development permit has been issued. Wet-floodproofing is only allowed for small low-cost structures.

7. *Agricultural Structures*

Structures used solely for agricultural purposes in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock, may be constructed at-grade and wet-floodproofed provided there is no human habitation or occupancy of the structure; the structure is of single-wall design; there is no permanent retail, wholesale, or manufacturing use included in the structure; the structure meets the following floodplain management requirements; and a floodplain development permit has been issued.

8. *Cumulative Improvement*

A structure may be improved (remodeled or enlarged) without conforming to current requirements for elevation so long as the cumulative value of all work done within the last ten (10) calendar years does not exceed fifty (50) percent of the structure's current market value. If the cumulative value of the improvement exceeds fifty (50) percent of the structure's current market value, the structure must be brought into compliance with Article 4, Section B(1) which requires elevation of residential structures to one (1) foot above the base flood elevation or the elevation/floodproofing of non-residential structures to one (1) foot above the base flood elevation.

9. *Nonconforming Use*

A structure, or the use of a structure or premises that was lawful before the passage or amendment of the ordinance, but which is not in conformity with the provisions of this ordinance, may be continued subject to the following conditions:

- a. If such structure, use, or utility service is discontinued for six (6) consecutive months, any future use of the building shall conform to this ordinance.
- b. If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than 50 percent of the pre-damaged market value of the structure. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, building, safety codes, regulations or the cost of any alteration of a structure listed on the National Register of Historic Places, the State Inventory of Historic Places, or local inventory of historic places upon determination.

SECTION B. SPECIFIC STANDARDS

1. In all areas identified as numbered and unnumbered A zones and AE zones, where **base flood elevation** data have been provided, as set forth in Article 4, Section A (2), the following provisions are required:

a. *Residential Construction*

New construction or substantial improvement of any residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated to one (1) foot above base flood elevation. The elevation of the lowest floor shall be certified by a Missouri licensed land surveyor, engineer, or architect.

b. *Non-Residential Construction*

New construction or substantial-improvement of any commercial, industrial, or other non-residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated to one (1) foot above the base flood elevation or, together with attendant utility and sanitary facilities, be floodproofed so that below the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A Missouri registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the floodplain administrator as set forth in Article 3, Section C (7), (8), (9).

c. *Enclosures Below Lowest Floor*

Require, for all new construction and substantial improvements that fully enclosed areas below lowest floor used solely for parking of vehicles, building access, or storage in an area other than a basement and that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

- (1) A minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided; and
- (2) The bottom of all opening shall be no higher than one (1) foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of flood waters.

SECTION C. MANUFACTURED HOMES

1. All manufactured homes to be placed within all unnumbered and numbered A zones and AE zones, on the community's FIRM shall be required to be installed using methods and

practices that minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.

2. Require manufactured homes that are placed or substantially improved within unnumbered or numbered A zones and AE zones, on the community's FIRM on sites:
 - a. Outside of manufactured home park or subdivision;
 - b. In a new manufactured home park or subdivision;
 - c. In an expansion to an existing manufactured home park or subdivision; or
 - d. In an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as the result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to one (1) foot above the base flood elevation and be securely attached to an adequately anchored foundation system to resist flotation, collapse, and lateral movement. The elevation of the lowest floor shall be certified by a Missouri licensed land surveyor, engineer, or architect.
3. Require that manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within all unnumbered and numbered A zones and AE zones, on the community's FIRM, that are not subject to the provisions of Article 4, Section C (2) of this ordinance, be elevated so that either:
 - a. the lowest floor of the manufactured home is at one (1) foot above the base flood level; or
 - b. the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and be securely attached to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

SECTION D. FLOODWAY

Located within areas of special flood hazard established in Article 2, Section A are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters that carry debris and potential projectiles, the following provisions shall apply:

1. The community shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood without increasing the water surface elevation of that flood more than one (1) foot at any point.
2. The community shall prohibit any encroachments, including fill, new construction, substantial- improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in **any** increase in flood levels within the community during the occurrence of the base flood discharge.
3. A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first applies for a conditional FIRM and Floodway revision, fulfills the requirements of such revisions as established under the provisions of 44 CFR § 65.12, and receives the approval of FEMA.
4. If Article 4, Section D (2) is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article 4.
5. In unnumbered A zones, the community shall obtain, review, and reasonably utilize any base flood elevation or floodway data currently available from Federal, State, or other sources as set forth in Article 4, Section A (2).

SECTION E. RECREATIONAL VEHICLES

1. Require that recreational vehicles placed on sites within all unnumbered and numbered A zones, and AE zones on the community's FIRM either:
 - a. Be on the site for fewer than 180 consecutive days,
 - b. Be fully licensed and ready for highway use*; **or**
 - c. Meet the permitting, elevation, and anchoring requirements for manufactured homes of this ordinance.

*A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices and has no permanently attached additions.

ARTICLE 5 FLOODPLAIN MANAGEMENT VARIANCE PROCEDURES

SECTION A. ESTABLISHMENT OF APPEAL BOARD

The Board of Adjustments as established by the City of Willard shall hear and decide appeals and requests for variances from the floodplain management requirements of this ordinance.

SECTION B. RESPONSIBILITY OF APPEAL BOARD

Where an application for a floodplain development permit or request for a variance from the floodplain management regulations is denied by the floodplain administrator, the applicant may apply for such floodplain development permit or variance directly to the appeal board, as defined in Article 5, Section A.

The appeal board shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this ordinance.

SECTION C. FURTHER APPEALS

Any person aggrieved by the decision of the appeal board, or any taxpayer may appeal such decision to the Greene County Circuit Court as provided in RSMo 89.110.

SECTION D. FLOODPLAIN MANAGEMENT VARIANCE CRITERIA

In passing upon such applications for variances, the appeal board shall consider all technical data and evaluations, all relevant factors, standards specified in other sections of this ordinance, and the following criteria:

1. Danger to life and property due to flood damage;
2. Danger that materials may be swept onto other lands to the injury of others;
3. Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
4. Importance of the services provided by the proposed facility to the community;
5. Necessity to the facility of a waterfront location, where applicable;
6. Availability of alternative locations, not subject to flood damage, for the proposed use;
7. Compatibility of the proposed use with existing and anticipated development;
8. Relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
9. Safety of access to the property in times of flood for ordinary and emergency vehicles;
10. Expected heights, velocity, duration, rate of rise and sediment transport of the flood waters, if applicable, expected at the site; and,
11. Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems; streets; and bridges.

SECTION E. CONDITIONS FOR APPROVING FLOODPLAIN MANAGEMENT VARIANCES

1. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items 2 through 6 below have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
2. Variances may be issued for the repair or rehabilitation of structures listed on the National Register of Historic Places, the State Inventory of Historic Places, or local inventory of historic places upon determination provided the proposed activity will not preclude the

structure's continued historic designation and the variance is the minimum necessary to preserve the historic character and design of the structure.

3. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
4. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
5. Variances shall only be issued upon: (a) a showing of good and sufficient cause, (b) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (c) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
6. A community shall notify the applicant in writing over the signature of a community official that (a) the issuance of a variance to construct a structure below base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage and (b) such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this ordinance.
7. A community shall maintain a record of all variance actions, including justification for their issuance.
8. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the criteria of items 1 through 5 of this section are met, and the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

ARTICLE 6 PENALTIES FOR VIOLATION

1. Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with granting of variances) shall constitute a misdemeanor. Any person, firm, corporation, or other entity that violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500.00, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.
2. A structure or other development without a floodplain development permit or other evidence of compliance is presumed to be in violation until such documentation is provided.

3. The imposition of such fines or penalties for any violation for non-compliance with this ordinance shall not excuse the violation or noncompliance or allow it to continue. All such violations or noncompliant actions shall be remedied within an established and reasonable time.
4. Nothing herein contained shall prevent the City of Willard or other appropriate authority from taking such other lawful action as is necessary to prevent or remedy any violation.

ARTICLE 7 AMENDMENTS

The regulations, restrictions, and boundaries set forth in this ordinance may from time to time be amended, supplemented, changed, or appealed to reflect any and all changes in the National Flood Disaster Protection Act of 1973, provided, however, that no such action may be taken until after a public hearing in relation thereto, at which parties of interest and citizens shall have an opportunity to be heard. Notice of the time and place of such hearing shall be published in a newspaper of general circulation in the City of Willard. At least twenty (20) days shall elapse between the date of this publication and the public hearing. A copy of such amendments will be provided to the Region VII office of the Federal Emergency Management Agency (FEMA). The regulations of this ordinance are in compliance with the National Flood Insurance Program (NFIP) regulations.

ARTICLE 8 DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the same meaning they have in common usage and to give this ordinance its most reasonable application.

"100-year Flood" see *"base flood."*

"Accessory Structure" means the same as *"appurtenant structure."*

"Actuarial Rates" see *"risk premium rates."*

"Administrator" means the Federal Insurance Administrator.

"Agency" means the Federal Emergency Management Agency (FEMA).

"Agricultural Commodities" means agricultural products and livestock.

"Agricultural Structure" means any structure used exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities.

"Appeal" means a request for review of the floodplain administrator's interpretation of any provision of this ordinance or a request for a variance.

"Appurtenant Structure" means a structure that is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

"Area of Special Flood Hazard" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

"Base Flood" means the flood having a one percent chance of being equaled or exceeded in any given year.

"Base Flood Elevation" means the elevation of the surface of the water during a one percent annual chance flood event.

"Basement" means any area of the structure having its floor subgrade (below ground level) on all sides.

"Building" see *"structure."*

"Chief Executive Officer" or "Chief Elected Official" means the official of the community who is charged with the authority to implement and administer laws, ordinances, and regulations for that community.

"Community" means any State or area or political subdivision thereof, which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, levees, levee systems, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

"Elevated Building" means for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

"Eligible Community" or "Participating Community" means a community for which the Administrator has authorized the sale of flood insurance under the National Flood Insurance Program (NFIP).

"Existing Construction" means for the purposes of determining rates, structures for which the *"start of construction"* commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. *"Existing construction"* may also be referred to as *"existing structures."*

"Existing Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

"Expansion to an Existing Manufactured Home Park or Subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood" or "Flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from: (1) the overflow of inland waters; (2) the unusual and rapid accumulation or runoff of surface waters from any source; and (3) the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood, or by some similarly unusual and unforeseeable event which results in flooding as defined above in item (1).

"Flood Boundary and Floodway Map (FBFM)" means an official map of a community on which the Administrator has delineated both special flood hazard areas and the designated regulatory floodway.

"Flood Hazard Map" means the document adopted by the governing body showing the limits of: (1) the floodplain; (2) the floodway; (3) streets; (4) stream channel; and (5) other geographic features.

"Flood Elevation Determination" means a determination by the Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

"Flood Elevation Study" means an examination, evaluation and determination of flood hazards.

"Flood Fringe" means the area outside the floodway encroachment lines, but still subject to inundation by the regulatory flood.

"Flood Hazard Boundary Map (FHBM)" means an official map of a community, issued by the Administrator, where the boundaries of the flood areas having special flood hazards have been designated as (unnumbered or numbered) A zones.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, on which the Administrator has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

"Flood Insurance Study (FIS)" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

"Floodplain" or "Flood-prone Area" means any land area susceptible to being inundated by water from any source (*see "flooding"*).

"Floodplain Management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

"Floodplain Management Regulations" means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain and grading ordinances) and other applications of police power. The term describes such state or local regulations, in any combination thereof that provide standards for the purpose of flood damage prevention and reduction.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, or structures and their contents.

"Floodway" or "Regulatory Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

"Floodway Encroachment Lines" means the lines marking the limits of floodways on Federal, State and local floodplain maps.

"Freeboard" means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. *"Freeboard"* tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as bridge openings and the hydrological effect of urbanization of the watershed.

"Functionally Dependent Use" means a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. This term includes only docking facilities and facilities that are necessary for the loading and unloading of cargo or passengers, but does not include long-term storage or related manufacturing facilities.

"Highest Adjacent Grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic Structure" means any structure that is (a) listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior;

or (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either (1) by an approved state program as determined by the Secretary of the Interior or (2) directly by the Secretary of the Interior in states without approved programs.

"Lowest Floor" means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building's lowest floor, **provided** that such enclosure is not built so as to render the structure in violation of the applicable floodproofing design requirements of this ordinance.

"Manufactured Home" means a structure, transportable in one or more sections, that is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term *"manufactured home"* **does not include** a *"recreational vehicle."*

"Manufactured Home Park or Subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Map" means the Flood Hazard Boundary Map (FHBM), Flood Insurance Rate Map (FIRM), or the Flood Boundary and Floodway Map (FBFM) for a community issued by the Federal Emergency Management Agency (FEMA).

"Market Value" or "Fair Market Value" means an estimate of what is fair, economic, just and equitable value under normal local market conditions.

"Mean Sea Level" means, for purposes of the National Flood Insurance Program (NFIP), the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced.

"New Construction" means, for the purposes of determining insurance rates, structures for which the *"start of construction"* commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, *"new construction"* means structures for which the *"start of construction"* commenced on or

after the effective date of the floodplain management regulations adopted by a community and includes any subsequent improvements to such structures.

"New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lot on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the community.

"(NFIP)" means the National Flood Insurance Program (NFIP).

"Numbered A Zone" means a special flood hazard area where the Flood Insurance Rate Map shows the Base Flood Elevation.

"One Percent Annual Chance Flood" see *"base flood."*

"Participating Community" also known as an *"eligible community,"* means a community in which the Administrator has authorized the sale of flood insurance.

"Person" includes any individual or group of individuals, corporation, partnership, association, or any other entity, including Federal, State, and local governments and agencies.

"Permit" means a signed document from a designated community official authorizing development in a floodplain, including all necessary supporting documentation such as: (1) the site plan; (2) an elevation certificate; and (3) any other necessary or applicable approvals or authorizations from local, state or federal authorities.

"Principally Above Ground" means that at least 51 percent of the actual cash value of the structure, less land value, is above ground.

"Reasonably Safe From Flooding" means base flood waters will not inundate the land or damage structures to be removed from the SFHA and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

"Recreational Vehicle" means a vehicle which is (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projections; (c) designed to be self-propelled or permanently towable by a light-duty truck; and (d) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Remedy A Violation" means to bring the structure or other development into compliance with Federal, State, or local floodplain management regulations; or, if this is not possible, to reduce the impacts of its noncompliance.

"Repetitive Loss" means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, equals or exceeds twenty-five percent of the market value of the structure before the damage occurred.

"Risk Premium Rates" means those rates established by the Administrator pursuant to individual community studies and investigations which are undertaken to provide flood insurance in accordance with Section 1307 of the National Flood Disaster Protection Act of 1973 and the accepted actuarial principles. *"Risk premium rates"* include provisions for operating costs and allowances.

"Special Flood Hazard Area" see *"area of special flood hazard."*

"Special Hazard Area" means an area having special flood hazards and shown on an FHBM, FIRM or FBFM as zones (unnumbered or numbered) A and AE.

"Start of Construction" includes substantial-improvements, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvements were within 180 days of the permit date. The **actual start** means either the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, the

installation of piles, the construction of columns, any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, the installation of streets and/or walkways, excavation for a basement, footings, piers, foundations, the erection of temporary forms, nor installation on the property of accessory structures, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the **actual start of construction** means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"State Coordinating Agency" means that agency of the state government, or other office designated by the governor of the state or by state statute at the request of the Administrator to assist in the implementation of the National Flood Insurance Program (NFIP) in that state.

"Structure" means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. *"Structure"* for insurance purposes, means a walled and roofed building, other than a gas or liquid storage tank that is principally above ground and affixed to a permanent site, as well as a manufactured home on a permanent foundation. For the latter purpose, the term includes a building while in the course of construction, alteration or repair, but does not include building materials or supplies intended for use in such construction, alteration or repair, unless such materials or supplies are within an enclosed building on the premises.

"Substantial-Damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term includes Repetitive Loss buildings (see definition).

For the purposes of this definition, "repair" is considered to occur when the first repair or reconstruction of any wall, ceiling, floor, or other structural part of the building commences.

The term does not apply to:

- a.) Any project for improvement of a building required to comply with existing health, sanitary, or safety code specifications which have been identified by the Code Enforcement Official and which are solely necessary to assure safe living conditions, or
- b.) Any alteration of a “historic structure” provided that the alteration will not preclude the structure’s continued designation as a “historic structure.”

"Substantial Improvement" means any combination of reconstruction, alteration, or improvement to a building, taking place for a 10-year period, in which the cumulative percentage of improvement equals or exceeds fifty percent of the current market value of the building. For the purposes of this definition, an improvement occurs when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. This term includes structures, which have incurred “repetitive loss” or “substantial damage”, regardless of the actual repair work done.

The term does not apply to:

- a.) Any project for improvement of a building required to comply with existing health, sanitary, or safety code specifications which have been identified by the Code Enforcement Official and which are solely necessary to assure safe living conditions, or
- b.) Any alteration of a “historic structure” provided that the alteration will not preclude the structure’s continued designation as a “historic structure.”

"Substantially Improved Existing Manufactured Home Parks Or Subdivisions" is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

“Unnumbered A Zone” means a special flood hazard area shown on either a flood hazard boundary map or flood insurance rate map where the base flood elevation is not determined.

"Variance" means a grant of relief by the community from the terms of a floodplain management regulation. Flood insurance requirements remain in place for any varied use or structure and cannot be varied by the community.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by this ordinance is presumed to be in violation until such time as that documentation is provided.

"Water Surface Elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum where specified) of floods of various magnitudes and frequencies in the floodplain.

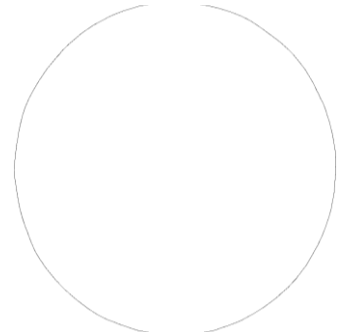
ARTICLE 9 CERTIFICATE OF ADOPTION

This Floodplain Management Ordinance for the community of Willard, Missouri.

ADOPTED AND APPROVED by the Governing Body of Willard, Missouri.

This _____ of _____, _____.
Day Month Year

Place seal here.



Chief Executive Officer/Chief Elected Official (Signature)

Name

Title

Chief Executive Officer/Chief Elected Official (Typed/printed)

ATTEST:

Signature of Recording Clerk

Name	Title
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Recording Clerk (Typed/printed)



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERS MEETING

TO: Board of Alders

FROM: Mike Ruesch

SUBJECT: AN ORDINANCE REVISING SCHEDULE IV OF THE WILLARD, MISSOURI CITY CODE 'LAND DEVELOPMENT CODE', SECTION 400.120, IN ORDER TO CLARIFY THE DEFINITION OF AN ACCESSORY DWELLING UNIT

ATTACHMENTS: 1

First Reading: 7/14/25
Bill No.: 25-48

Second Reading: 7/14/25
Ordinance No.: 250714F

AN ORDINANCE REVISING SCHEDULE IV OF THE WILLARD, MISSOURI CITY CODE ‘LAND DEVELOPMENT CODE’, SECTION 400.120, IN ORDER TO CLARIFY THE DEFINITION OF AN ACCESORY DWELLING UNIT

WHEREAS, recent and concurrent updates to the Willard City Code refer to Accessory Dwelling Units; and

WHEREAS, a formal definition of ‘Accessory Dwelling Unit’ is therefore needed;

WHEREAS, the Board of Alders seeks to codify that definition as follows:

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

Section 1: It is the intention of the Board of Alders, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the City of Willard Municipal Code, and the sections of this ordinance may be renumbered to accomplish such intention.

Section 2: That Section 400.1520 of Chapter 4 of the Willard Municipal Code be hereby repealed in its entirety and amended to read as set forth herewith.

Section 3: This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Section 4: That should any section, sentence or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

Section 5: That the City Clerk is authorized by this Ordinance to correct any scrivener’s errors identified within this Ordinance.

PASSED BY THE BOARD OF ALDERS AND APPROVED BY THE MAYOR THIS 14th DAY OF JULY, 2025.

Approved By: _____
 Troy Smith, Mayor

Attested By: _____

Rebecca Hansen, City Clerk

Approved as to Form: _____

Holly Dodge, City Attorney

Section 400.120. Definitions. [Ord. No. 020227 §1(2.2), 2-27-2002; Ord. No. 060313 §1, 3-13-2006; Ord. No. 070611 §1, 6-25-2007; Ord. No. 081222B §5(Exh. A §1), 12-22-2008; Ord. No. 120409E §1, 4-9-2012]

Unless otherwise expressly stated, the following terms shall, for the purposes of this Chapter, have the meanings herein indicated. Where words have not been defined, the standard dictionary definition shall prevail.

ACCESSORY APARTMENT — A separate complete dwelling unit substantially contained within the structure of a single-family detached dwelling.

ACCESSORY DWELLING UNIT (ADU) A habitable attached or detached secondary structure located on the same lot and subordinate in use to the principle structure. An attached ADU shall be defined as an addition to an existing home with its own exterior entrance not accessible from the primary residence.

ACCESSORY STRUCTURE — A structure which is:

1. Subordinate to and serves a principal structure;
2. Subordinate in area, extent or purpose to the principal structure;
3. Contributes to the comfort, convenience or necessity of occupants of the principal structure;
4. Located on the same lot as the principal structure and shall include all structures whether or not they are permanently affixed to the ground by foundation or otherwise.

ACCESSORY USE — A use which is:

1. Subordinate to and serves a principal use;
2. Subordinate in area, extent or purpose to the principal use;
3. Contributes to the comfort, convenience or necessity of occupants of the principal use;
4. Located on the same lot as the principal use.

ACRE — A measure of land containing forty-three thousand five hundred sixty (43,560) square feet.

ACT — The Federal Communications Act of 1934 as amended by the Telecommunications Act of 1996 and as may, from time to time, be amended.

ADMINISTRATIVE OFFICIAL — Except as otherwise specifically provided, primary responsibility for administering and enforcing the Willard Land Development Regulations may be assigned by the Board of Aldermen to one (1) or more individuals in the employ of the City. The person or persons to whom these functions are assigned shall be referred to as "Administrative Official".

ADULT CABARET — A building or portion of a building regularly featuring dancing or other live entertainment that constitutes the primary live entertainment and is distinguished or characterized by an emphasis on the exhibiting of specific sexual activities or specified anatomical areas for observation by the patrons therein.

ADULT MEDIA STORE — An establishment where twenty-five percent (25%) or more of the gross public floor area and/or twenty-five percent (25%) of the stock in trade is devoted to the rental and/or sale of magazines, books, videotapes, movies, slides, cd-roms or other devices used to record computer images, cable television or any other media distinguished or characterized by

an emphasis on matter depicting, describing or relating to specific sexual activities or specified anatomical areas.

AGRICULTURAL USE — The production, keeping or maintenance, sale, lease or personal use of plants and animals, including, but not limited to: forages and sod crops; grain and seed crops; dairy animals and dairy products; poultry and poultry products; livestock, including beef cattle, sheep, swine, horses, ponies, mules and goats or any hybrids thereof, including the breeding and grazing of all kinds of such animals; bees and apiary products; fur animals; trees for forest products; fruits; vegetables; nursery, floral, ornamental and greenhouse products; the necessary accessory uses for packing, treating or storing such agricultural produce provided that the operation of any such accessory uses shall be secondary to that of normal agricultural activities; and land devoted to soil conservation or forestry management; but excluding feed lots, confined animal or poultry feeding facilities, stockyards and slaughterhouses.

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

ALLEY — A dedicated public right-of-way, other than a street, designed to extend only secondary access to the side or rear of properties whose principal frontage and access is on some other street.

ALTERATION — A physical change to one (1) or more exterior features of a structure which includes, but is not limited to, the erection, construction, reconstruction or removal of any feature of the structure.

ANIMAL, FARM — Any livestock or other animal raised for commercial or agricultural purposes as defined under "*AGRICULTURAL USE*".

ANIMAL, HOUSEHOLD PET — Any animal normally and customarily kept by domestic households for pleasure and companionship, excluding poultry, cows, livestock, chinchillas, horses, goats, sheep, monkeys, pigs and other similar animals and fowl.

ANIMAL, NON-DOMESTIC — Any feline other than domestic house cat, non-human primate, bear, wolf, coyote, fox, venomous reptile or any other animals or crossbreed of such animals which have similar characteristics or are dangerous or unsafe for contact with humans.

ANTENNA SUPPORT STRUCTURE — Any building or other structure other than a tower that can be used for location of wireless telecommunications facilities.

APPLICANT — A person submitting an application for an amendment, plat, permit, variance, appeal, license or any other land development approval as required by this Chapter.

BASEMENT — A story partly or wholly below grade. A basement shall be considered a story if the vertical distance between the ceiling and the average level of the adjoining ground is more than three (3) feet or if the basement is used for business or dwelling purposes.

BED AND BREAKFAST — A dwelling or portion thereof that contains guest rooms where short-term lodging, with or without meals, is provided for compensation.

BERM — A mound of earth typically located in a buffer yard to block noise, lights or other nuisances.

BLOCK — A parcel of land intended to be used for urban purposes, which is entirely surrounded

by public streets, highways, railroad rights-of-way, public walks, parks or greenways, rural land or drainage channels or a combination thereof.

BOARD OF ADJUSTMENT — The appellate body appointed by the Willard Board of Aldermen to assist in the administration of this Chapter, pursuant to Sections 89.010 — 89.170, RSMo.

BOARD OF ALDERMEN — The Governing Body of the City of Willard, Missouri. **BOARDING HOUSE (ALSO LODGING OR ROOMING HOUSE)** — A building, other than a hotel or apartment, where, for compensation and by pre-arrangement for definite periods, lodging, meals or lodging and meals are provided for three (3) or more persons, but not exceeding twenty (20) persons.

BUFFER YARD — A land area containing trees, shrubs and other plants, berms, fences or walls used to separate one use from another or to block noise, lights or other nuisances.

BUILDABLE AREA — The portion of a lot remaining after the yard setbacks and open space requirements of the zoning regulations have been met.

BUILDING — Any structure having a roof supported by columns or walls for the shelter or enclosure of persons, animals or property and which is permanently affixed to the ground.

BUILDING COVERAGE — The horizontal area measured within the exterior walls of the ground floor of all principal and accessory buildings on a lot divided by the gross area of the lot.

BUILDING HEIGHT — The vertical distance from the grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the mean height level between eaves and ridge for gable, hip and gambrel roofs.

BUILDING LINE — A line or lines indicating the distance from the property line behind which all enclosed portions of the building must be located.

BUILDING, PRINCIPAL — A building in which the primary use of the lot is conducted.

BULK REGULATIONS — Regulations controlling the size of structures and the relationship of structures and uses to each other and to open areas and lot lines. Bulk regulations include regulations controlling (1) maximum height, (2) maximum lot coverage, (3) maximum floor area ratio and (4) minimum size of yards and setbacks.

BULK STORAGE — The storage of chemicals, petroleum products and other materials in above ground containers for subsequent resale to distributors, retail dealers or outlets.

CAMPGROUND — An area or premises in which space is provided for transient occupancy or use by tourists occupying recreational vehicles, camping trailers or tents.

CEMETERY — Property used for interring the dead, including mausoleums.

CHILD DAY-CARE CENTER — A child day-care center or center, whether known or incorporated under another title or name, is a child-care program conducted in a location other than the provider's permanent residence, or separate from the provider's living quarters, and licensed by the Department of Health and Senior Services of the State of Missouri where care is provided for children not related to the child care provider for any part of the twenty-four-hour day. **[Ord. No. 190923, 9-23-2019]**

CHURCH — At a minimum, a church includes a body of believers or communicants that assembles regularly in order to worship. Unless the organization is reasonably available to the

public in its conduct of worship, its educational instruction, and its promulgation of doctrine, it cannot fulfill the associational role that courts have increasingly adopted as a threshold for determining when an organization qualifies as a church. Other key factors to consider include whether the organization has a distinct legal existence, recognized creed and form of worship, definite and distinct ecclesiastical government, a formal code of doctrine and discipling, distinct religious history, membership not associated with any other church or denomination, organization of ordained ministers, ordained ministers selected after completing prescribed studies, literature of its own, established places of worship, regular congregations, and regular religious services. No single factor is controlling but having regular meetings with a regular congregation should be weighted more heavily than some of the other factors.[Ord. No. 190923, 9-23-2019]

CITY — The City of Willard, a municipal corporation in the State of Missouri, acting by and through its officers, employees, representatives, agents and assigns.

CLINIC, MEDICAL OR DENTAL — An establishment where human patients are admitted for examination and/or treatment by one (1) or more physicians, dentists, psychologists or social workers, but where patients are not provided with room or board nor lodged overnight.

CLUB, PRIVATE — A building or premises used for social, recreational, dining or philanthropic purposes, the normal use of which is limited to specific members, patrons or otherwise listed and enumerated persons.

CLUSTER SUBDIVISION — A development approach intended to preserve environmentally sensitive or unique features by clustering or grouping buildings on a portion of a tract or site and devoting the remaining land to prescribed common or public uses such as open space or recreation.

COMMISSION — The Planning and Zoning Commission of the City of Willard, Missouri.

COMMON OPEN SPACE — Land or water or a combination thereof within or related to a planned residential development, not individually owned or dedicated for public use, which is designed and intended for the common use or enjoyment of the residents of the development. It may include complementary structures and improvements approved as part of the general development plan. Common open space does not include streets, alleys, off-street parking or loading for public use and stormwater detention areas.

COMMUNICATIONS OR TELECOMMUNICATIONS — The transmission, between or among points as specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received, by wire, radio, optical cable, electronic impulses or other similar means. As used in this definition, "*information*" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds or any other symbols.

COMPENSATION — The receiving of goods, services or money in exchange for or as a result of a service performed.

COMPREHENSIVE PLAN — The Willard Comprehensive Plan which is the long-range plan for the desirable use of land in the City of Willard as officially adopted and as amended from time to time by the Planning and Zoning Commission; the purpose of such plan being to serve as a guide in the zoning and progressive changes in the zoning of land to meet changing community needs in the appropriate subdividing and development of land; in the acquisition of rights-of-way or sites for such public facilities as streets, parks, schools and other public buildings; and in the installation of public utilities and other infrastructure to protect the health, safety and welfare of

the public.

CONDITIONAL USE — A use permitted in a particular zoning district only upon showing that such use in a specific location will comply with all the conditions and standards for the location or operation of such use as specified in this Chapter and as authorized by the Board of Aldermen.

CONDOMINIUM — A building, group of buildings or property in which units are owned individually and the common elements are owned by all the owners on a proportional, undivided basis.

CONSTRUCTION — The act of adding an addition to an existing structure or the erection of a new principal or accessory structure on a lot or property.

CUL-DE-SAC — A short street having one (1) end open to traffic and being terminated at the other end by a vehicular turnaround.

CURB GRADE — The mean level of the curb in front of the lot or, in the case of a corner lot, along that abutting street where the mean curb grade is the highest.

DAY CARE CENTER — A facility, other than the provider's permanent residence, where child day care is provided for any part of a twenty-four (24) hour day.

DAY CARE HOME, FAMILY — A home, occupied by the day care provider, in which care is given to four (4) or less children, not including children related to the provider, for any part of a twenty-four (24) hour day. The maximum number of children under the age of two (2) years shall be two (2).

DAY CARE HOME, GROUP — A home, occupied by the day care provider, in which care is given to five (5) but not more than ten (10) children, not including children related to the provider, for any part of a twenty-four (24) hour day. The maximum number of children under the age of two (2) years shall be two (2), unless there is a full-time adult assistant, in which case the maximum number of children under the age of two (2) years shall be four (4).

DENSITY — The permitted number of dwelling units per gross acre of land to be developed.

DESIGN STANDARDS FOR PUBLIC IMPROVEMENTS — The City of Willard Design Standards for Public Improvements as officially adopted and as may be amended by the Board of Aldermen, which establishes standards, specifications and procedures for design and installation of public infrastructure in the City.

DEVELOPER — The legal or beneficial owner or owners of a lot or any land included in a proposed development or the duly authorized agent thereof, including all persons, corporations or other legal entity, engaged in the construction, development, building or installation of any building or facility within the City of Willard, Missouri.

1. **ORIGINAL DEVELOPER** — The developer who originally installs off-site public improvements.
2. **SUBSEQUENT DEVELOPER** — The developer who utilizes off-site public improvements installed by the original developer.

DEVELOPMENT — A construction project involving substantial property improvement and, usually, a change of land use character within the site; the act of using land for building or extractive purposes.

DISTRICT — A part, zone or area within the City of Willard, within which certain zoning regulations apply and are uniform.

DRIVE-IN ESTABLISHMENT — An establishment which accommodates the patrons' vehicles and from which the occupants of the vehicles may make purchases, transact business or be entertained while remaining in their vehicles.

DWELLING — A building or portion thereof designed exclusively for residential occupancy, excluding hotels, motels, boarding, rooming and lodging houses, travel trailers/recreational vehicles and recreational vehicle parks.

DWELLING, DUPLEX (TWO-FAMILY) — A structure on a single lot containing two (2) dwelling units, each of which share a common wall and in which each dwelling unit has living space on the ground floor and a separate ground floor entrance.

DWELLING, MULTI-FAMILY — A structure on a single lot containing three (3) or more dwelling units, each of which is totally separated from the other.

DWELLING, SINGLE-FAMILY DETACHED — A structure on a single lot designed for or occupied exclusively by one (1) family.

DWELLING, SINGLE-FAMILY SEMI-DETACHED — A dwelling unit attached to one (1) or more dwelling units by common vertical walls, with each dwelling unit located on a separate lot. This may include patio-court house or zero lot line house.

DWELLING, TOWN HOUSE — A dwelling unit in a row of at least three (3) such units in which each unit has its own front and rear access to the outside and each unit is separated from any other unit by at least one (1) common wall.

EASEMENT — A grant by the property owner for the public or private use of a tract of land for specific purposes.

ENGINEER — A registered professional engineer in good standing in the State of Missouri.

ENGINEER OF RECORD — The applicant's or developer's engineer.

FACILITY — All buildings, residences, residential development or subdivisions, commercial buildings and all structures or improvements of all kinds to be located, placed, built, installed or substantially improved within the City limits of Willard.

FAMILY — One (1) or more persons related by blood, marriage, adoption, guardianship or duly authorized custodial relationship or two (2) unrelated people and any children related to or legally cared for by either of them or a group of not more than five (5) unrelated individuals, living together as a single housekeeping unit. A family may include, in addition hereto, not more than two (2) boarders, roomers or domestic servants.

FLEA MARKETS — An indoor establishment, not including shopping centers, individual retail operations or sales conducted by a non-profit or charitable organization, that is open to the general public and composed of five (5) or more stalls, rooms, stands or spaces used for the purpose of display and sale, exchange or barter of merchandise and where a fee may be charged to prospective buyers for admission and a fee may be charged for the privilege of offering or displaying such merchandise.

FLOOR AREA RATIO (FAR) — The gross floor area of all buildings on a lot divided by the lot

area.

FRONTAGE — That part of a lot or premises immediately adjacent to a street or streets without regard to access to or elevation of the street or streets.

FUNERAL HOME — A building used for the preparation of the deceased for burial and the display of the deceased and ceremonies before burial or cremation, but excluding facilities for cremation and places of worship.

GARAGE, PRIVATE — A detached accessory building or portion of a main building housing the passenger vehicles or trailers of the occupants of the premises.

GARAGE, PUBLIC — A building or portion thereof, other than a private or storage garage, designed or used for equipping, servicing, repairing, hiring, selling, storing or parking motor-driven vehicles. The term "*repairing*" shall not include an automotive body repair shop nor the rebuilding, dismantling or storage of wrecked or junked vehicles.

GARAGE, STORAGE — A building or portion thereof designed or used exclusively for term storage by prearrangement of motor-driven vehicles, as distinguished from daily storage furnished transients, and at which motor fuels and oils are not sold and motor-driven vehicles are not equipped, repaired, hired or sold.

GRADE — The average level of the finished surface of the ground is the sidewalk elevation. If there is more than one (1) street, an average sidewalk elevation is to be used. If there is no sidewalk, the finished grade shall be equal to the street centerline grade.

GREENHOUSE — A building whose roof and sides are made largely of glass or other transparent or translucent material and in which the temperature and humidity can be regulated for the cultivation of delicate or out-of-season plants for subsequent sale or for personal enjoyment.

GROSS FLOOR AREA — The total area of a building measured by taking the outside dimensions of the building at each floor level intended for occupancy or storage.

GROUP HOME, CUSTODIAL — A dwelling in which more than ten (10) unrelated physically and mentally impaired persons reside with house parents or guardians.

GROUP HOME, RESIDENTIAL — A single-family dwelling in which no more than ten (10) persons reside, comprised of the following: eight (8) or fewer unrelated mentally or physically handicapped or impaired persons, no more than two (2) persons acting as house parents or guardians who need not be related to each other or to any of the mentally or physically handicapped persons residing in the dwelling and the children of the house parents or guardians.

HAZARDOUS SUBSTANCE —

1. Any material or waste which poses a present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed.
2. Any material which is hazardous within the meaning of any Federal, State or local law, regulation or ordinance, including, but not limited to:
 - a. The Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901, et seq.;

- b. Substances regulated under the Federal Toxic Substances Control Act, as amended, 15 U.S.C. 2601, et seq.;
- c. Substances described or regulated as hazardous or toxic under Missouri State Statutes or regulations; or
- d. Substances described or regulated as hazardous or toxic under the ordinances or regulations of the City of Willard.

HEIGHT — The vertical distance of a structure measured from the average established grade at the street lot line or from the average natural ground level, if higher; or if no street grade has been established, to the highest point of the roof's surface if a flat surface; to the deck line of mansard roofs; and to the mean height level between eaves and ridge for hip or gable roofs.

HOME OCCUPATION — An activity carried out for gain by a resident conducted as an accessory use in the resident's dwelling unit or accessory building.

HOSPITAL — An institution licensed by the Missouri Department of Health, providing primary health services and medical or surgical care to the sick and injured and including as an integral part of the institution in-patient or overnight accommodations and related facilities such as laboratories and out-patient facilities.

HOTEL — A facility offering transient lodging accommodations on a daily rate to the general public.

IMPERVIOUS SURFACE — Any part of a lot that is covered by buildings, structures, parking areas, driveways and any other surfaces which reduce or prevent absorption of stormwater.

IMPROVEMENTS — Physical construction or changes, such as clearing, grading, street surfacing, curbs and gutters, sidewalks, crosswalks, culverts, bridges, water and sanitary sewer lines, storm sewer facilities, other utilities and other required features.

INSTITUTION — A non-profit establishment for public use.

KENNEL — An establishment licensed to operate a facility housing dogs, cats or other household pets and where grooming, breeding, boarding, training, or selling of animals is conducted as a business.

LOADING SPACE — An off-street space on the same lot with a building or contiguous to a group of buildings for the temporary parking of a commercial vehicle while loading or unloading merchandise or materials.

LOT — A designated parcel, tract or area of land established by a plat or otherwise as permitted by law and to be used, developed or built upon as a unit.

LOT AREA — The size of a lot measured within the lot lines and expressed in terms of acres or square feet.

LOT, CORNER — A lot abutting the intersection of two (2) or more streets.

LOT DEPTH — The horizontal distance between the front and rear lot lines measured along the median between the two (2) side lot lines.

LOT, FRONT OF — The front of a lot shall be considered to be that side of the lot that fronts a street. In the case of a corner lot, the narrowest side fronting on the street shall be considered to

be the front of the lot.

LOT, INTERIOR — A lot other than a corner lot.

LOT LINE — A boundary line of a lot.

LOT LINE, FRONT — The lot line separating a lot from the street. On a corner lot, the shortest lot line abutting a street is the front lot line; on a through lot, both lot lines abutting the streets are front lot lines; on an irregular shaped lot, the front lot line is the lot line most parallel to the abutting street.

LOT LINE, REAR — Any lot line not a front or side lot line. The rear lot line for a triangular shaped lot shall be a line ten (10) feet long drawn between the lot's side lot lines and parallel to the front lot line.

LOT LINE, SIDE — The lot lines that intersect with a lot's front lot line.

LOT OF RECORD — A lot that is part of a recorded subdivision or a parcel of land on a plat or deed that has been recorded by the Greene County Recorder of Deeds.

LOT, THROUGH — A lot having frontage on two (2) parallel streets or which fronts upon two (2) streets that do not intersect at the boundaries of the lot.

LOT WIDTH — The horizontal distance between the side lot lines, measured at right angles to the lot depth along a line parallel to the front lot line at the minimum required building setback line.

LOW INTENSITY — Maximum floor area ratio provides more restrictive requirements to minimize the impact to adjacent properties.**[Ord. No. 170911A § 1, 9-25-2017]**

MANUFACTURED HOME — A transportable, factory-built dwelling, composed of one (1) or more components, manufactured under the authority of 42 U.S.C. Section 5401, Federal Manufactured Housing Construction and Safety Standards Act, which bears the seal of the State of Missouri Public Service Commission, U.S. Department of Housing and Urban Development or its agent and which, in the traveling mode, is twelve (12) body feet or more in width and forty (40) body feet or more in length and, when erected on site, contains nine hundred (900) or more square feet of living area, equipped with the necessary service connections and made so as to be readily movable as a unit on its own running gear and designed to be used as a dwelling unit with or without a permanent foundation.

MANUFACTURED HOME PARK — An area with required improvements and utilities for the long- term placement of manufactured homes for dwelling purposes. The site may also include services and facilities for residents of the development.

MANUFACTURED HOME SUBDIVISION — A development containing lots intended for the individual placement of manufactured homes for dwelling purposes.

MARIJUANA OR MARIHUANA — Cannabis Indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as seed thereof and resin extracted from the plant and marijuana-infused products. Marijuana does not include industrial hemp containing a crop- wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one percent (3/10 of 1%) on a dry-weight basis, or commodities or products manufactured from industrial hemp.**[Ord. No. 190923, 9-23-2019]**

MARIJUANA-INFUSED PRODUCTS — Products that are infused with marijuana or an extract thereof and are intended for use or consumption other than by smoking, including, but not limited to, edible products, ointments, tinctures and concentrates.[**Ord. No. 190923, 9-23-2019**]

MEDICAL MARIJUANA CULTIVATION FACILITY — A facility licensed by the State of Missouri to acquire, cultivate, process, store, transport, and sell marijuana to a medical dispensary facility, medical marijuana testing facility, or to a medical marijuana-infused products manufacturing facility.[**Ord. No. 190923, 9-23-2019**]

MEDICAL MARIJUANA DISPENSARY FACILITY — A facility licensed by the State of Missouri to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products and drug paraphernalia used to administer marijuana as provided for in this Section to a qualifying patient, a primary caregiver, another medical marijuana dispensary facility, a medical marijuana testing facility, or a medical marijuana-infused products manufacturing facility.[**Ord. No. 190923, 9-23-2019**]

MEDICAL MARIJUANA TESTING FACILITY — A facility certified by the State of Missouri to acquire, test, certify, and transport marijuana.[**Ord. No. 190923, 9-23-2019**]

MEDICAL MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY — A facility licensed by the State of Missouri to acquire, store, manufacture, transport, and sell marijuana-infused products to a medical marijuana dispensary facility, a medical marijuana testing facility, or to another medical marijuana-infused products manufacturing facility.[**Ord. No. 190923, 9-23-2019**]

MOBILE HOME — A transportable, factory-built home designed to be used as a year-round residential dwelling and built prior to June 16, 1976, the effective date of the Federal Manufactured Housing Construction and Safety Standards Act of 1974. The placement of mobile homes within the City of Willard is prohibited.

MODULAR HOME — A dwelling unit built to a nationally recognized and accepted construction standard published by the Building Officials Conference of America (BOCA) or the International Conference of Building Officials (ICBO) or its successor consisting of components substantially built and assembled in a manufacturing plant and transported to the building site for final assembly on a permanent foundation. The dwelling unit shall be inspected and certified at the factory that it meets said building construction standard. A modular home shall not have its own running gear and on-site service connections and foundation shall be in accordance with the requirements of the City of Willard's building regulations.

MOTEL — An establishment in which transient accommodations are provided on a daily rate to the general public.

NON-CONFORMING LOT — An existing lot of record that does not comply with the minimum lot size or area requirements for its zoning district, but which complied with applicable regulations at the time the lot was created and recorded.

NON-CONFORMING USE — The use of land or a building or portion thereof that does not comply with the use regulations for its zoning district but which complied with applicable regulations at the time the use was established.

NURSERY — A place where trees, shrubs or flowering plants are raised for commercial purposes from seed or otherwise in order to be transplanted or propagated.

OWNER OF RECORD — The person, corporation or other legal entity listed as owner of a lot on records of the Greene County Recorder of Deeds.

PARK/RECREATIONAL AREAS — May include, but are not limited to, playground, picnic areas, trail ways, tennis courts, racquetball courts, roller blade/skateboard parks or other improvements as determined during the review process. These areas will normally include areas of open/green space to accommodate supporting improvements such as landscaping improvements, parking areas and other similar improvements.

PARKING SPACE — A space within a building or a private or public parking area for the parking of one (1) vehicle.

PEDESTRIAN WAY — A specifically paved or marked path for pedestrians.

PERSONAL SERVICE USES — Establishments for the sale of non-medically related personal services or an establishment primarily engaged in providing services involving the care of a person or his or her personal goods or apparel, but not including personal storage.

PLANNED DEVELOPMENT — A tract of land under single ownership, planned and developed as an integral unit and consisting of a combination of residential uses of differing densities or a combination of residential and non-residential uses of land within a planned development district (PD).

PLAT, FINAL — The final plat, plan or drawing and any accompanying required data or information that is submitted to the Planning and Zoning Commission and the Board of Aldermen for final approval of a proposed subdivision.

PLAT, PRELIMINARY — The preliminary or tentative plat or plan, map or drawing on which the layout and design of a proposed subdivision is submitted to the Planning and Zoning Commission and the Board of Aldermen for consideration and tentative approval.

PREMISE — Any tract of land, consisting of one (1) or more lots, under single or multiple ownership, which operates as a functional unit. When developed, a premise shall also possess one (1) or more of the following criteria:

1. Shared parking;
2. Common management;
3. Common identification;
4. Common access; or
5. Shared circulation.

Exception: If the only criteria is "common access" or "shared circulation" as a result of requirements from the City or State of Missouri to control access to a public way, then one (1) or more of the other criteria must be present before the tract of land can be defined as a "premise".

PRINCIPAL STRUCTURE — A structure or group of structures in which the principal use of the lot on which it is located is conducted.

PRINCIPAL USE — The primary or predominant use of any lot.

PUBLIC — Maintained for or used by the people of the City of Willard on a non-commercial basis.

PUBLIC IMPROVEMENT — The installation, construction, addition or betterment of any new or existing physical development dedicated to the public or intended for public use, such as streets, sidewalks, drainage, detention and stormwater facilities, water mains and lines, wastewater mains and facilities, park/recreational areas and may include on-site and/or off-site improvements.

QUALIFYING PATIENT — A Missouri resident diagnosed with at least one (1) qualifying medical condition.[Ord. No. 190923, 9-23-2019]

RETIREMENT HOME — A residential facility designed to meet the needs of senior citizens and which may include convalescent care facilities.

SCHOOL — Any building which is regularly used as a public, private or parochial elementary and/or secondary school or high school.[Ord. No. 190923, 9-23-2019]

SETBACK — The required minimum horizontal distance between the nearest front, side or rear line of every structure and the front line of the lot.

SIGN — Any words, numbers, figures, devices, designs or trademark by which anything is made known, such as are used to designate an individual, a firm, profession, business or a commodity and which are visible from any public street. See Article X for definitions of sign types.

SPECIFIC SEXUAL ACTIVITIES — Human genitals in a state of sexual stimulation or arousal or acts of human masturbation, sexual intercourse, sodomy or fondling or other erotic touching of human genitals, pubic region, buttock or female breast.

SPECIFIED ANATOMICAL AREAS —

1. Less than completely and opaquely covered human genitals, pubic region, buttock and female breast below a point immediately above the top of the areola; and
2. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

STEALTH — Any towers or telecommunications facilities that are designed to blend into the surrounding environment.

STORAGE, PERSONAL — A building or buildings, commonly referred to as mini-storage, comprised of individual, self-contained units available on a rental basis for storage of business and household goods.

STORY — That portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above it or, if there is no floor above it, then the space between such floor and the ceiling next above it.

STORY, HALF — A space under a sloping roof which has the line of intersection of roof decking and wall face not more than three (3) feet above the top floor level and in which space not more than two-thirds (2/3) of the floor area is finished off for use. A half story containing independent apartments or living quarters shall be counted as a full story.

STREET — A public or private way used or intended to be used for passage or travel by motor

vehicles. Streets are classified by the functions they perform as follows:

1. **STREET, ARTERIAL** — A street intended to provide for high-volume, moderate-speed traffic movement through the community and between major activity centers. Access to abutting property is subordinate to the flow of traffic and entrances and exits to the arterial are subject to control.
2. **STREET, COLLECTOR** — A street that collects and distributes traffic to and from local streets and arterial streets and is intended to provide for low to moderate-volume and low-speed, shorter length trips. The function of traffic movement and property access are balanced.
3. **STREET, LOCAL** — A street intended to provide access to abutting property and designed for low-volume, low-speed traffic.

STREET LINE — A dividing line between a lot, parcel or tract and a contiguous street.

STREET WIDTH — The horizontal distance between the outside edges of a street's pavement, including any curbing and guttering, measured at right angles to the street's centerline.

STRUCTURE — Anything constructed or erected, the use of which requires permanent or temporary location on or in the ground.

SUBDIVIDER — Any person, firm, partnership, corporation or other entity, acting as a unit, subdividing or proposing to subdivide land herein defined.

SUBDIVISION — The division of a parcel of land into two (2) or more lots, or other divisions of land; it includes resubdivision and, when appropriate to the context, relates to the process of subdividing or to the land or territory subdivided.

SUBSTANCE ABUSE TREATMENT FACILITY — A residential or out-patient facility for the treatment of alcohol and other substance abuse pursuant to Section 89.143, RSMo.

SURVEYOR — A registered land surveyor in the State of Missouri.

SWAP MEET — An indoor or outdoor activity where new or used goods or secondhand personal property is offered for sale or exchange to the general public by a multitude of individual licensed vendors, usually in compartmentalized spaces; and where a fee may be charged to prospective buyers for admission and a fee may be charged for the privilege of offering or displaying such merchandise.

TAVERN — An establishment where fifty percent (50%) or more of gross income is derived from the sale of alcoholic beverages by the drink for consumption on the property and where the serving of food and non-alcoholic beverages for consumption on the property may be accessory uses.

TELECOMMUNICATIONS FACILITIES — Any cables, wires, lines, wave guides, antennas and any other equipment or facilities associated with the wireless transmission or reception of wireless telecommunications as authorized by the FCC which a person seeks to locate or has installed upon a tower or antenna support structure. However, the term "*telecommunications facilities*" shall not include:

1. Any satellite earth station antenna two (2) meters in diameter or less which is located in an area zoned and used for industrial or commercial purposes.

2. Any satellite earth station antenna one (1) meter or less in diameter, regardless of zoning category.
3. Any satellite earth station in excess of two (2) meters in diameter which is utilized for the reception of broadcast television, video or radio signals and which is an ancillary use to a structure on the premises of the holder of the broadcast license.

TOWER — A self-supporting lattice, guyed or monopole structure constructed from grade which supports wireless telecommunications facilities. The term "*tower*" shall not include amateur radio operators' equipment as licensed by the FCC or utility poles that are utilized for the support of electrical, telephone, cable television or other similar cables and wires, are located on public rights-of-way or easements for that purpose and are part of a system of such poles throughout the City of Willard, Missouri.

TRACT — A lot. The term "*tract*" is used interchangeably with the term "*lot*", particularly in the context of subdivisions, where one (1) tract is subdivided into several lots.

UNDEVELOPED LAND — Land in its natural state before development.

USE — The purpose for which land or a building is arranged, designed, or intended, or for which either land or a building is or may be occupied or maintained.

VARIANCE — A grant of permission that permits the recipient to not comply with a specific provision of this Chapter, granted because of the practical difficulties or unnecessary hardship that would be imposed by the strict application of that provision of the ordinance.

VEHICLE, COMMERCIAL — Any vehicle designed, maintained, or used primarily for the transportation of property or persons for hire.

WORKING DAYS — The days of the week, excluding Saturdays, Sundays and recognized holidays, during which normal business is conducted by the City of Willard.

YARD — An open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided in this Chapter.

YARD, FRONT — An open space extending across the full width of the lot between the principal building and the front lot line and measured perpendicular to the front lot line. On a corner lot the front yard shall be considered as parallel to the street upon which the lot has its least dimension.

YARD, REAR — An open space extending across the full width of the lot between the nearest principal building and the rear lot line and measured perpendicular to the rear lot line.

YARD, SIDE — An open space extending from the front yard to the rear yard between the nearest principal building and the side lot line and measured perpendicular from the side lot line



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERS MEETING

TO: Board of Alders

FROM: Mike Ruesch

SUBJECT: AN ORDINANCE REVISING SCHEDULE IV OF THE WILLARD, MISSOURI CITY CODE 'LAND DEVELOPMENT CODE', SECTION 400.570, TO SIMPLIFY THE GENERAL CODE BY CONSOLIDATING ANIMAL REGULATIONS INTO ONE SECTION

ATTACHMENTS: 1

First Reading: 7/14/25
Bill No.: 25-49

Second Reading: 7/14/25
Ordinance No.: 250714G

AN ORDINANCE REVISING SCHEDULE IV OF THE WILLARD, MISSOURI CITY CODE 'LAND DEVELOPMENT CODE', SECTION 400.570, TO SIMPLIFY THE GENERAL CODE BY CONSOLIDATING ANIMAL REGULATIONS INTO ONE SECTION

WHEREAS, the City of Willard seeks to maintain a General Code that is accessible and intuitive; and

WHEREAS, Section 400.570 currently contains animal and livestock regulations in a section regulating accessory uses and structures while also maintaining a separate section on animal and livestock regulation; and

WHEREAS, the Board of Alders feels it benefits the residents to have all animal regulations codified under the easily-searchable heading "Animals",

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

Section 1: It is the intention of the Board of Alders, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the City of Willard Municipal Code, and the sections of this ordinance may be renumbered to accomplish such intention.

Section 2: That Section 400.570 of Chapter 4 of the Willard Municipal Code be hereby repealed in its entirety and amended to read as set forth herewith.

Section 3: This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Section 4: That should any section, sentence or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

Section 5: That the City Clerk is authorized by this Ordinance to correct any scrivener's errors identified within this Ordinance.

PASSED BY THE BOARD OF ALDERS AND APPROVED BY THE MAYOR THIS 14th DAY OF JULY, 2025.

Approved By: _____

Troy Smith, Mayor

Attested By: _____

Rebecca Hansen, City Clerk

Approved as to Form: _____

Holly Dodge, City Attorney

Section 400.570. Animals. [Ord. No. 020227 §1(6.6), 2-27-2002; Ord. No. 111219C §2, 12-19-2011]

- A. *Household Pets.* Animals which are normally and customarily kept as household pets, as defined in Article II, are allowed in any zoning district. Provided, however, that no retail or wholesale business will be conducted in conjunction with the keeping of such household pets in any district higher than the "C-2" Commercial District.
- B. *Farm Animals.* Farm animals may be kept in the "A-1" Agricultural District, "AP" Airport Zone and the "R-1" Residence District in conformance with the following requirements:
 - 1. Farm animals may be kept in fenced pasture on unplatted land in the "AP" and "R-1" Districts, provided that such pasture shall have at least two (2) acres per animal and provided that this pasture area requirement shall not apply to suckling offspring of a cow or mare.
 - 2. Any covered enclosure erected or enlarged to feed or keep farm animals shall be located no less than two hundred (200) feet from the lot lines of any existing residences on adjacent properties or any adjacent platted subdivision.
 - 3. In any "R-1" District, farm animals shall not be permitted on any tract, parcel or lot less than ten (10) acres.

For purposes of determining the total acreage of the parcel, the acreage number will be rounded up to the next whole acre as is stated in the recorded plat of said parcel. **[Ord. No. 130610D §6, 6-10-2013]**

Exemptions: The following use is exempt from this Subsection provided such use is in compliance with other City codes and State and Federal laws:

- a. **Keeping or raising of six (6) or less chicken hens.**
 - (1) The maximum number of chickens allowed is six (6) per tract of land regardless of how many dwelling units are on the tract.
 - (2) Only female chickens shall be allowed. There shall be no restriction on chicken breeds.

- (3) It shall be unlawful to engage in chicken breeding or fertilizer production for commercial purposes.
- (4) Slaughter may occur for personal use provided that it is conducted in a sanitary manner, does not generate noise that creates a nuisance, and is not visible from adjacent properties or any public area or right-of-way.
- (5) Chickens shall be kept in a secured enclosure or fenced area at all times. Chickens shall be secured within a henhouse or chicken tractor during non-daylight hours.
- (6) Enclosures shall be kept in a clean, dry, odor-free, neat, and sanitary condition at all times.
- (7) Henhouses, chicken tractors and chicken pens shall provide adequate ventilation and adequate sun and shade and shall be impermeable to rodents, wild birds, and predators, including dogs and cats.
- (8) Hen houses and chicken tractors shall be designed to provide safe and healthy living conditions for the chickens while minimizing adverse impacts to other residents in the neighborhood.
 - (a) A henhouse or chicken tractor shall be enclosed on all sides and shall have a roof and doors. Access doors shall be able to be shut and locked at night. Openings, windows, and vents shall be covered with predator- and bird-proof wire of less than one (1) inch openings.
 - (b) Henhouses, chicken tractors, and chicken pens shall only be located to the defined rear of the property as required by the Zoning Code.
 - (c) Henhouses, chicken tractors, and chicken pens shall meet zoning setback requirements for accessory structures and be located at least twenty-five (25) feet from any adjacent residential dwelling, church, school, or place of business.
- (9) Any enclosed chicken pen shall consist of sturdy wire or wooden fencing. The pen shall be covered with wire, aviary netting or solid roofing.
- (10) Odors from chickens, chicken manure, or other chicken-related substances shall not be detectable at the property boundaries.
- (11) All uses shall operate in accordance with the noise standards contained in Section 400.1530 of the land development regulations.
- (12) The chicken owner shall take necessary action to reduce the attraction of predators and rodents and the potential infestation of insects and parasites. Chickens found to be infested with insects and parasites that may result in unhealthy conditions to human habitation may be removed by an Animal Control Officer.
- (13) The chicken owner shall provide chickens access to feed and clean water at all times. The feed and water shall be unavailable to rodents, wild birds, and predators.
- (14) The chicken owner shall provide for the storage and removal of chicken manure. All stored manure shall be covered by a fully enclosed structure with a roof or lid over the entire structure. No more than three (3) cubic feet of manure shall be stored. All other manure not used for composting or fertilizing shall be removed. The henhouse, chicken tractor, chicken pen, and surrounding area shall be kept free from trash and accumulated droppings.
- (15) No dog or cat which kills a chicken shall, for that reason alone, be considered a dangerous or aggressive animal.
- (16) It shall be unlawful for any person to keep chickens in violation of any provision of this Article.

(17) It shall be unlawful for any owner, renter, or leaseholder of property to allow chickens to be kept on the property in violation of the provisions of this Article.

(18) Any violation of this Section that constitutes a health hazard or that interferes with the use or enjoyment of neighboring property is a nuisance and may be abated under Chapter 215.

(19) Each day that a violation of this Article continues is a separate offense.

(20) All other applicable City codes shall apply.

4. In determining the number of farm animals permitted on any tract or lot, the area containing a residence, any accessory structures to the residence used by the occupants and any required yard shall not be included in the calculation of pasture area required.
 5. Nothing in this Subsection shall be construed to permit the location of a confined animal feeding facility or feedlot within the City.
- C. *Other Animals.* Any animal or fowl, other than what may be considered a household pet as defined in Article II, shall be regulated to the district in which such use is generally or specifically allowed.
- D. *Offensive Or Noxious Odors From Keeping Of Animals Or Fowl.* No person shall keep or allow or permit to be kept on any premises occupied by him, or under his charge or control, any animal(s) or fowl, whether in a pen or other enclosure or not, under such conditions that an offensive or noxious smell or odor shall arise therefrom to the injury, annoyance or inconvenience of any person residing within five hundred (500) feet of the premise on which the animal(s) or fowl are kept.



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERS MEETING

TO: Board of Alders

FROM: Mike Ruesch

SUBJECT: AN ORDINANCE REVISING SCHEDULE IV OF THE WILLARD, MISSOURI CITY CODE 'LAND DEVELOPMENT CODE', SECTION 400.520, IN ORDER TO ALLOW HOMEOWNERS FLEXIBILITY IN UTILIZING ACCESSORY STRUCTURES (FIRST AND SECOND READ)

ATTACHMENTS: 1

First Reading: 7/14/25
Bill No.: 25-50

Second Reading: 7/14/25
Ordinance No.: 250714H

AN ORDINANCE REVISING SCHEDULE IV OF THE WILLARD, MISSOURI CITY CODE 'LAND DEVELOPMENT CODE', SECTION 400.520, IN ORDER TO ALLOW HOMEOWNERS FLEXIBILITY IN UTILIZING ACCESSORY STRUCTURES

WHEREAS, the City of Willard has adopted zoning regulations in Chapter 4 of the City of Willard General Code to regulate uses and property within the various zoning districts; and

WHEREAS, those uses need to be updated periodically to reflect the future trajectory of the City and the needs of its residents; and

WHEREAS, the City of Willard feels it in the best interest of the city to increase flexibility and clarify usage of accessory structures;

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

Section 1: It is the intention of the Board of Alders, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the City of Willard Municipal Code, and the sections of this ordinance may be renumbered to accomplish such intention.

Section 2: That Section 400.520 of Chapter 4 of the Willard Municipal Code be hereby repealed in its entirety and amended to read as set forth herewith.

Section 3: This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Section 4: That should any section, sentence or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

Section 5: That the City Clerk is authorized by this Ordinance to correct any scrivener's errors identified within this Ordinance.

PASSED BY THE BOARD OF ALDERS AND APPROVED BY THE MAYOR THIS 14th DAY OF JULY, 2025.

Approved By: _____

Troy Smith, Mayor

Attested By: _____

Rebecca Hansen, City Clerk

Approved as to Form: _____

Holly Dodge, City Attorney

Section 400.520 Accessory Uses and Structures.

[Ord. No. 020227 §1(6.1), 2-27-2002; Ord. No. 021111 §1, 11-11-2002; Ord. No. 071210 §§1 — 2, 12-27-2007; Ord. No. 111219C §1, 12-19-2011]

- A. **Purpose.** This Section provides for the regulation of accessory uses and structures and lists those common accessory uses and structures that are specifically permitted.
- B. **Permitted Accessory Uses And Structures.** ~~Any use or structure that complies with the definition in Section 400.120 may be allowed as an accessory use or structure.~~ All accessory structures shall comply with the use limitations applicable in the zoning district in which they are located and with the following additional use limitations:
 1. Accessory uses and structures include, but are not limited to, the following list of examples:
 - Accessory Dwelling Unit (ADU)
 - Accessory Structures constructed in an Agricultural (AG) Zoning District.
 - Structures for parking (i.e., garages or carports), incidental to a permitted use.[Ord. No. 130610F §1, 6-10-2013]
 - Structures for storage incidental to a permitted use.[Ord. No. 130610F §1, 6-10-2013]
 - Children's playhouses.
 - Private swimming pools and bathhouses.
 - Greenhouses.
 - Satellite dish antennas.
 - Barbecue pits.
 - Storage of boats, boat trailers, camping trailers, small house trailers and recreational vehicles owned and used by the property owner, provided the equipment is not used for living, sleeping or housekeeping purposes when parked or stored.
 - Home occupations as permitted in Section 400.540(B).
 - Restaurants, drugstores, gift shops, cocktail lounges, newsstands and other similar uses located in a permitted motel, hotel or office building.
 - Employee restaurants and cafeterias when located in a permitted business or manufacturing building.

- Central laundry and washroom facilities, clubhouse, manufactured home park office and maintenance buildings when located in a manufactured home park.
- A day care center located in a permitted business or manufacturing building providing day care for children of persons employed on the premises.
- A day care center, hourly care center or preschool located on the same lot as a church or school.
- The keeping and raising of six (6) or less chicken hens-**See Section 400.570**

C. Habitable spaces, as used in this section, refers to any building space that is used for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closet, halls, storage or utility spaces and similar areas are not considered habitable spaces.

~~1. A guest house, without kitchen facilities, or rooms for guests in an accessory building, provided such facilities are used for the occasional housing of guests of the occupants of the principal building and not as rental units or for permanent occupancy as housekeeping units.~~

~~p. Keeping or raising of six (6) or less chicken hens.~~

~~(1) The maximum number of chickens allowed is six (6) per tract of land regardless of how many dwelling units are on the tract.~~

~~(2) Only female chickens shall be allowed. There shall be no restriction on chicken breeds.~~

~~(3) It shall be unlawful to engage in chicken breeding or fertilizer production for commercial purposes.~~

~~(4) Slaughter may occur for personal use provided that it is conducted in a sanitary manner, does not generate noise that creates a nuisance, and is not visible from adjacent properties or any public area or right-of-way.~~

~~(5) Chickens shall be kept in a secured enclosure or fenced area at all times. Chickens shall be secured within a henhouse or chicken tractor during non-daylight hours.~~

~~(6) Enclosures shall be kept in a clean, dry, odor-free, neat, and sanitary condition at all times.~~

~~(7) Henhouses, chicken tractors and chicken pens shall provide adequate ventilation and adequate sun and shade and shall be impermeable to rodents, wild birds, and predators, including dogs and cats.~~

~~(8) Henhouses and chicken tractors shall be designed to provide safe and healthy living conditions for the chickens while minimizing adverse impacts to other residents in the neighborhood.~~

~~(a) A henhouse or chicken tractor shall be enclosed on all sides and shall have a roof and doors. Access doors shall be able to be shut and locked at night. Openings, windows, and vents shall be covered with predator and bird-proof wire of less than one (1) inch openings.~~

~~(b) Henhouses, chicken tractors, and chicken pens shall only be located to the defined rear of the property as required by the Zoning Code.~~

~~(c) Henhouses, chicken tractors, and chicken pens shall meet zoning setback requirements for accessory structures and be located at least twenty-five (25) feet from any adjacent residential dwelling, church, school, or place of business.~~

~~(9) Any enclosed chicken pen shall consist of sturdy wire or wooden fencing. The pen shall be covered with wire, aviary netting or solid roofing.~~

~~(10) Odors from chickens, chicken manure, or other chicken-related substances shall not be detectable at the property boundaries.~~

~~(11) All uses shall operate in accordance with the noise standards contained in Section 400.1530 of the land development regulations.~~

~~(12) The chicken owner shall take necessary action to reduce the attraction of predators and rodents and the potential infestation of insects and parasites. Chickens found to be infested with insects and parasites that may result in unhealthy conditions to human habitation may be removed by an Animal Control Officer.~~

~~(13) The chicken owner shall provide chickens access to feed and clean water at all times. The feed and water shall be unavailable to rodents, wild birds, and predators.~~

~~(14) The chicken owner shall provide for the storage and removal of chicken manure. All stored manure shall be covered by a fully enclosed structure with a roof or lid over the entire structure. No more than three (3) cubic feet of manure shall be stored. All other manure not used for composting or fertilizing shall be removed. The henhouse, chicken tractor, chicken pen, and surrounding area shall be kept free from trash and accumulated droppings.~~

~~(15) No dog or cat which kills a chicken shall, for that reason alone, be considered a dangerous or aggressive animal.~~

~~(16) It shall be unlawful for any person to keep chickens in violation of any provision of this Article.~~

~~(17) It shall be unlawful for any owner, renter, or leaseholder of property to allow chickens to be kept on the property in violation of the provisions of this Article.~~

~~(18) Any violation of this Section that constitutes a health hazard or that interferes with the use or enjoyment of neighboring property is a nuisance and may be abated under Chapter 215.~~

~~(19) Each day that a violation of this Article continues is a separate offense.~~

~~(20) All other applicable City codes shall apply.~~

D. None of the following shall be permitted as an accessory use:

1. Outdoor storage or overnight parking in a residence district of a commercial truck, van, bus or other vehicle with a gross volume weight of more than one (1) ton. Church and school buses are permitted provided they are parked on church or school property.
2. Outdoor storage, except as specifically permitted by the zoning district regulations.

3. Modular homes, manufactured or mobile homes or house trailers used as storage, workshops or accessory buildings. The conversion of such dwelling units or vehicles to a purpose other than for which it is manufactured is prohibited.
 - d. Living quarters in any zoning district other than a residential district unless specifically permitted.
- E. **Use Limitations.** All accessory uses and structures shall comply with the limitations applicable in the zoning district in which they are located. No accessory structure shall be constructed and occupied on any lot prior to the time of the completion of construction of the principal structure to which it is accessory.
- F. **Bulk And Setback Regulations.** All accessory structures and uses shall comply with the bulk and setback regulations applicable in the zoning district in which they are located and with the following additional regulations:
- ~~1. Accessory structures or uses shall be located not less than forty (40) feet in back of the front building line for the principal structure. This provision shall not apply to fences.~~
 - ~~2. Accessory structures or uses shall be set back at least ten (10) feet from the rear lot line.~~
 - ~~3. Accessory structures or uses shall be set back at least seven (7) feet from the side yard lot line, except on a corner lot. When the principal use or structure is on a corner lot, the accessory structure or use shall be set back from the side yard lot line adjacent to the side street such a distance so that the same shall not be closer to the side street than one half (1/2) the lot width on which the principal structure is located.~~
 1. Corner lots shall abide by the principal structure's zoning district side street setback requirements for all accessory buildings
 2. Swimming pools shall not be constructed closer than five (5) feet to any structure on the lot.
 3. An accessory structure may not obstruct any sight triangle. The definition and validity of a given sight triangle shall be determined by the Planning and Development Department or their designee
 4. The maximum height of the accessory structures shall comply with **Section 400.520 Table A**. The maximum structure height of accessory structures shall be determined by measuring the height from the finished floor to the top of the truss, or girder beam of the wall or post.
 5. Accessory structures shall be set back a minimum of three (3) feet including projections from the rear and side property lines.
 6. All water from accessory structures shall be maintained on the residence property.
 7. **Accessory Dwelling Units (ADU)** shall comply with **Section 400.521** for size and height requirements and shall be subject to the development standards therein.
 8. Accessory structures to a residence on a single property shall not singularly or in total exceed the following structure sizes listed in **Section 400.520.H- Table B** .[Ord. No. 130610F §1, 6-10-2013]
 9. The maximum number of accessory buildings will not exceed four (4) on any one lot.[Ord. No. 130610F §1, 6-10-2013]
 10. No accessory use or structure shall be permitted in any required front yard.[Ord. No. 130610F §1, 6-10-2013]

G. Table A

Graduated Accessory Structure Height	
Distance From the Property Line	Maximum Structure Height
= 3 Feet < 5 Feet	= 8 Feet
= 5 Feet and < 15 Feet	= 10 Feet
= 15 Feet and < 20 Feet	= 15 Feet
= 20 Feet and < 25 Feet	= 17 Feet
= 25 Feet or Greater	= 25 Feet

H. Table B

GRADUATED INCREASE IN ACCESSORY STRUCTURE SIZE BY LOT SIZE	
LOT SIZE	STRUCTURE SIZE
0-7000	500
7001-9000	780
9001-12000	950
12001-21780	1080
21781-43560	2000
43561-63340	2500
63341-87120	3000

GRADUATED INCREASE IN ACCESSORY STRUCTURE SIZE BY LOT SIZE	
87121-108900	3500
108901-217800	4500
217801- or More	6000



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERS MEETING

TO: Board of Alders

FROM: Mike Ruesch

SUBJECT: AN ORDINANCE ADDING SCHEDULE IV OF THE WILLARD, MISSOURI CITY CODE 'LAND DEVELOPMENT CODE', SECTION 400.521, IN ORDER TO ALLOW ACCESSORY DWELLING UNITS (FIRST AND SECOND READ)

ATTACHMENTS: 1

First Reading: 7/14/25
Bill No.: 25-51

Second Reading: 7/14/25
Ordinance No.: 250714I

AN ORDINANCE ADDING SCHEDULE IV OF THE WILLARD, MISSOURI CITY CODE 'LAND DEVELOPMENT CODE', SECTION 400.521, IN ORDER TO ALLOW ACCESSORY DWELLING UNITS

WHEREAS, the City of Willard has adopted zoning regulations in Chapter 4 of the City of Willard General Code to regulate uses and property within the various zoning districts; and

WHEREAS, the City of Willard has identified accessory dwelling units as a way to contribute to the City's supply of affordable rental housing; and

WHEREAS, the City of Willard recognizes that having accessory dwelling units as an option can make homes more affordable for families and individuals by providing an income source for homeowners and by allowing elderly residents to live close to family members; and

WHEREAS, under the current version of Schedule IV, accessory dwelling units are discouraged; and

WHEREAS, the City of Willard believes it is in the best interest of the City and its residents to allow accessory dwelling units under certain conditions as regulated by the City's ordinances;

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

Section 1: It is the intention of the Board of Alders, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the City of Willard Municipal Code, and the sections of this ordinance may be renumbered to accomplish such intention.

Section 2: That Section 400.521 of Chapter 4 of the Willard Municipal Code be hereby repealed in its entirety and amended to read as set forth herewith.

Section 3: This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Section 4: That should any section, sentence or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

Section 5: That the City Clerk is authorized by this Ordinance to correct any scrivener's errors identified within this Ordinance.

PASSED BY THE BOARD OF ALDERS AND APPROVED BY THE MAYOR THIS 14th DAY OF JULY, 2025.

Approved By: _____

Troy Smith, Mayor

Attested By: _____

Rebecca Hansen, City Clerk

Approved as to Form: _____

Holly Dodge, City Attorney

Section 400.521 is hereby defined by the following:

Section 400.521 Accessory Dwelling Units

A. **Purpose.** Accessory dwelling units (**ADUs**) are a household living use that is accessory to the principal use and located on the same lot. The purpose of this section is to:

1. Meet the changing needs of the community;
2. Provide housing choice while preserving the character of the neighborhood in which it is located;
3. Respond to the changing economy and the necessity for many households to secure additional income; and
4. Reduce the cost of housing by increasing housing density and doing so in a manner:

(i) That may be more compatible with neighborhoods where detached dwellings predominate; and

(ii) Where the benefits of additional income are distributed throughout the community to the individual landowners and renters.

B. **Limitations.** All ADUs shall comply with the following use limitations:

1. The provisions within this section are limited to zoning districts with a legal conforming single-family dwelling as the principal structure.
2. No lot may have more than one ADU.
3. Accessory dwelling units may be attached or detached from the principal dwelling unit. If attached to the principal dwelling, the lot setbacks and building standards for the principal building shall apply. If detached the ADU shall be a minimum of ten feet (10') behind the primary residence and comply with this **Section & 400.520 Tables A&B**
4. **Maximum Height:** The maximum height of an ADU shall not exceed 25 feet or the height of the primary residence, whichever is smaller. Height shall comply with **Section 400.520 Table A**
5. **The Maximum Footprint:** The maximum size of an ADU shall be 80% of the primary residence and comply with **Section 400.520 Table B**
6. The ADU shall be limited to two bedrooms.
7. Exterior stairs to provide access to an upper level accessory dwelling unit are allowed only on sides of the building facing the interior of the lot.

C. General Provisions. The following provisions will apply to any ADU permitted in the City of Willard MO.

1. Must be constructed on a permanent foundation.
2. The applicant must obtain any required building permits deemed by the Building Official or their designee prior to the issuance of a Certificate of Occupancy.
3. The structure may not be occupied until a Certificate of Occupancy has been issued.
4. The applicant shall provide an affidavit stating the following:
 - i. The owner of the subject property intends to reside either in the principal structure or ADU.
 - ii. That the ADU may be inspected for health and safety as required by appointment with the **property owner**.

D. Development Standards

- a. Setbacks. If attached shall abide by the principal structure's zoning district setback requirements. If detached shall follow the requirements of **Section 400.520.G- Table A** along with the following requirements.
 - i. Shall not be located in any front yard.
 - ii. Shall not be constructed closer than ten (10) feet to the principal structure or any other accessory structure on the lot.
 - iii. Shall be designed and constructed in a similar manner as the surrounding residences

E. Parking. At least one additional off-street parking space per bedroom, constructed of concrete or asphalt surfaces, will be required.

- a. This requirement may be exempted if the existing off-street parking of the lot has more than the required minimums. If additional construction of parking is required, it must meet the dimensions set forth in **Article IX Off- Street Parking and Loading Requirements**.

- b. All driveways accessing ADUs from a public right-of-way shall obtain approval from the Building Department prior to construction of the driveway.
- F. **Access.** If placement of the ADU does not allow for appropriate emergency access, an appropriate emergency access shall be constructed.
- G. **Utilities:** All detached ADU's have separate utility services independent from the primary residence



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERS MEETING

TO: Board of Alders

FROM: Carolyn Halverson and Genia Mount

SUBJECT: AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, ACCEPTING A BID FOR SOLID WASTE COLLECTION SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE RELATED AGREEMENTS (FIRST AND SECOND READ)

ATTACHMENTS: 1

First Reading: 7/14/25
Bill No.: 25-44

Second Reading: 7/14/25
Ordinance No.: 250714B

AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, ACCEPTING A BID FROM GFL ENVIRONMENTAL, INC. FOR SOLID WASTE COLLECTION SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE RELATED AGREEMENTS

WHEREAS, The City of Willard (“the City”) has need of reliable and economical solid waste collection and removal service; and

WHEREAS, The City, in accordance with applicable laws and regulations, including Revised Missouri Statute 34.040, issued a Request for Proposals for competitive bids from qualified companies; and

WHEREAS, sealed bids were received and publicly opened; and

WHEREAS, the City, after careful review and evaluation of bids, deemed the bid from GFL Environmental, Inc. (“GFL”) to be the most responsive and responsible, offering the best value and service to the City; and

WHEREAS, the City desires to enter into a service agreement with GFL for the terms specified.

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

SECTION I: That the winning bid by GFL for solid waste and collection services, as detailed in the proposal, is hereby accepted.

SECTION II: The Board of Aldermen hereby approves the agreement as specified in the related specifications and substantial conformity with the terms shown on Exhibit 1 and incorporated by this reference as set out here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Mayor, City Administrator, and other appropriate City officials are hereby authorized to execute the Agreement with GFL and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this agreement.

SECTION III: This ordinance shall take effect and be in force from 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 **14th day of July, 2025.**

Approved By: _____
Troy Smith, Mayor

Attested By: _____
Rebecca Hansen, City Clerk

Approved as to Form: _____
Holly Dodge, City Attorney



July 2, 2025

Assistant Finance Director
City of Willard
224 W. Jackson,
P.O. Box 187
Willard, MO 65781

To Whom It May Concern:

I am writing on behalf of GFL Environmental, previously WCA, to express our interest in providing comprehensive solid waste and recycling services to the City of Willard's City Facilities.

GFL has a distinguished record in providing reliable, environmentally responsible services that align with local and state regulation throughout the Missouri region, as well as the rest of the United States. As one of the top waste management providers in North America, we pride ourselves on our dedication to adapting to our customers' needs and our solution-based approach.

In the past, WCA and the City of Willard maintained a partnership for solid waste disposal services and we welcome the opportunity to resume this relationship under GFL. We believe that our pricing levels sit at a competitive rate and keep Willard's solid waste service rates below current market levels which sit at 5.1%.

We welcome the opportunity to handle your current waste management needs and contribute to the City's operational goals and environmental objectives. Our team is prepared to deliver high-quality service that prioritizes reliability, safety, and sustainability at a significant economic value.

Thank you for considering GFL's proposal, and I look forward to speaking with you soon. Please contact me if you have any questions or comments.

Riley Dandurand
GFL Government Contracts Manager
Springfield, MO
417-380-7679
rdandurand@gflenv.com

CITY OF WILLARD CITY FACILITIES
TRASH AND RECYCLING SERVICE

Item # 31.

1. General

GFL is prepared to service the Trash and Recycling needs of Willard's city facilities. We have the resources necessary to provide the (3) 6 yard containers and (4) 96 gallon polycart containers with wheels to their respective locations. These locations will receive new containers that are the manufacturer's standard model in current production and comply with all performance specifications. AGREED

2. Modifications

The Contractor understands that the scope of work to be done is subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. No provision shall be changed or modified without the execution of a formal Change Order to be mutually agreed upon by the City and the Contractor and processed through the City Clerk. AGREED

3. Termination of Contract

A. For Breach: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City has the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. AGREED

B. For Convenience: The City shall have the right at any time upon 30 days' written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. AGREED

In either such event all finished or unfinished documents, data, students, reports, or other materials prepared by the Contractor shall, at the option of the City become its property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to termination of the contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor. AGREED

4. Conflicts

- A. Contractor covenants that presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed. AGREED
- B. No salaried officer or employee of the City and no member of the City Council have any financial interest, direct or indirect, in this contract. A violation of this provision render the contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMO. shall not be violated.

5. Assignment

The Contractor shall not assign or transfer any interest in this contract (whether by assignment or novation) and shall not substitute any specific individuals and/or personnel qualifications without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such an assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee. AGREED

6. Jurisdiction

This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, the venue shall be proper only in the circuit Court of Greene County, Missouri. AGREED

Company Profile

Management of Company

GFL aims to provide a reliable, efficient, and accessible solid waste and recycling collection system for Willard's City Facilities. The company shares in Willard's commitment to sustainability, the minimization of waste, waste diversion, and beneficial reuse. Our company has a substantial history of assisting customers in achieving their environmental goals.

GFL will ensure the satisfaction of City staff and provide service with a high level of integrity and accountability. GFL possesses the financial capacity and experience to facilitate a smooth transition in establishing routes, equipment acquisition, and any other elements critical for a reliable collection system.

Points of Contact:

For your convenience and in the spirit of accountability and accessibility, appropriate City staff will have direct contact with our team. The following GFL personnel will be empowered to address and resolve any collection, maintenance, operational, billing, or other issues reported by staff:

John Burke (Springfield) - District Sales Manager

Destin Love (Springfield) - District Operations Manager

Jenny King (Harrisonville) - Customer Service Manager

Loren Carr (Springfield) - General Manager

Riley Dandurand (Springfield) - Government Contracts Manager

The primary GFL contact for City staff would be Riley Dandurand, Government Contracts Manager for GFL's Missouri South District (rdandurand@gflenv.com, 417-380-7679)

GFL will work to ensure that any service issues are resolved within 24 hours.

Size and Structure of Company

As of December 31st, 2022, GFL has 195 collection operations, 150 owned or managed solid waste transfer stations, 88 owned or managed landfills, 28 Material Recovery Facilities (MRFs), and 15 organic facilities. Our network of solid waste facilities indicates our ability to compete in markets with diverse disposal dynamics and profitably manage significant volumes of solid waste for our partners.

GFL currently owns and operates seven locations in the Central and Southern Missouri region. This includes four transfer stations and three landfills. The proximity of our facilities to Willard allows us to service your community in a competitive and cost-efficient manner.

Our municipal customer base includes, but is not limited to, investment-grade-rated municipalities such as Kansas City, Missouri, the City of Raleigh, the City of Denver, and the City of Atlanta in the United States. These contracts include school boards, hospitals, and government agencies. The breadth of our customer relationships, long-term contracts, and high renewal rates reflects our stability, commitment to, and satisfaction with customers.

GFL Environmental Inc. provides services on a contract basis to over 130 regional public sector jurisdictions, including residential collection contracts with over 75 cities in Kansas and Missouri.

References

City of Greenfield

Scope of Service: residential trash and city facilities

Contact: Megan Gandy, City Clerk and Utility Clerk

Email: megan@greenfieldmo.org

City of Lake Ozark

Scope of Service: residential and commercial trash service and city facilities

Contact: Cathy Daniels, City Clerk

Email: cdaniels@cityoflakeozark.net

City of Rogersville

Scope of Service: residential and commercial trash service

Contact: Glenda Stegner, City Clerk

Phone: 417-753-2884 ext. 300

City of Ash Grove

Scope of Service: residential and commercial trash service

Contact: Jennifer Wilkinson, Utility Billing

Email: jennifer.wilkinson@ashgrovemmo.gov

City of Mansfield

Scope of Service: residential and commercial trash service

Contact: Wendy Heywood, City Clerk

Phone: 417-924-8340

Email: wheywood@mansfieldcityhall.org

Service to City Facilities

GFL will provide the specified number of new polycart and 6-yard containers to the following city facilities:

- Police Department: (1) 96 gallon polycart
- Public Works: (1) 6-yard container and (1) 96 gallon polycart
- Recreation Center: (1) 6-yard container
- Aquatic Center: (1) 6-yard container
- City Hall: (2) 96 gallon polycarts

Our proposed pricing is in the pricing matrix below and is subject to annual increases that match the Consumer Price Index (CPI) each year following the contract start date:

Pricing Matrix

Cart Size	Monthly Price for Once A Week Pick Up	Annual
96-gallon Polycarts	\$ <u>16</u> per cart	\$ <u>192</u> per cart
	\$ <u>64</u> for 4 carts	\$ <u>768</u> for 4 carts
6-yard Containers	\$ <u>90.93</u> per container	\$ <u>1,091.16</u> per container
	\$ <u>272.79</u> for 3 containers	\$ <u>3,273.48</u> for 3 containers

336.79

4041.48

Pricing Matrix

Cart Size	Monthly Price for Once A Week Pick Up	Annual
96-gallon Polycarts	\$16 per cart	\$192 per cart
	\$64 for 4 carts	\$768 for 4 carts
6-yard Containers	\$90.93 per container	\$1,091.16 per container
	\$272.79 for 3 containers	\$3,273.48 for 3 containers

AFFIDAVIT OF COMPLIANCE
RFP #Trash2025

To be submitted with Vendor's Proposal

X We DO NOT take exception to the RFP Documents/Requirements.
 _____ We TAKE exception to the RFP Documents/Requirements as follows:

Specific exceptions are as follows:

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms and conditions of this Proposal unless otherwise stipulated herein.

Company Name GIFL Environmental

By _____

Authorized Person's Signature

Riley Sandurand Government
Contracts
Manager

Print or type name and title of signer

Company Address 2120 W. Bennett
St. Springfield, MO 65807

Telephone Number 417-380-7679

Fax Number 702-252-2107

Date July 2nd, 2025

ADDENDA

Bidder acknowledges receipt of the following addendum

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Email rdandurand@gfkenv.com

Federal Tax ID No. 760057707



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERS MEETING

TO: Board of Alders

FROM: Wes Young

SUBJECT: AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH T-MOBILE CENTRAL LLC AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT (FIRST AND SECOND READ)

ATTACHMENTS: 3

First Reading: 07/14/25
Bill No.: 25-52

Second Reading: 07/14/25
Ordinance No.: 250714J

AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH T-MOBILE CENTRAL LLC AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

WHEREAS, the City of Willard, Missouri ("the City") previously entered into a lease agreement with T-Mobile Central LLC ("T-Mobile"); and

WHEREAS, the City and T-Mobile desire to amend the existing lease agreement to modify certain terms and conditions related to the use of the property, insomuch as T-Mobile has requested additional site area in order to place a generator; and

WHEREAS, the Board of Alders finds that the amended lease agreement is in the best interests of the City and its residents;

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 approves the agreement with T-Mobile, as specified in the related specifications and substantial conformity with the terms shown on Exhibit 1 and incorporated by this reference as set out here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. 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 agreement, which is made to the extent allowable by law and without the City waiving any sovereign immunity.

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 **14th day of July 2025**.

Approved By: _____

Troy Smith, Mayor

Attested By: _____

Rebecca Hansen, City Clerk

Approved as to Form: _____

Holly Dodge, City Attorney

SECOND AMENDMENT TO SITE AGREEMENT

THIS SECOND AMENDMENT TO SITE AGREEMENT ("Second Amendment") is made and entered into by and between City of Willard, a municipal corporation ("Owner"), and T-Mobile Central LLC, a limited liability company ("Carrier").

Recitals

The parties hereto recite, declare and agree as follows:

A. Owner and Carrier (or as applicable, their respective predecessors in interest) entered into a Site Agreement dated June 3, 2000, (including any prior amendments, the "Agreement"), with respect to the Premises located at 519 E. Jackson Willard, MO 6578.

B. Owner and Carrier desire to enter into this Second Amendment in order to modify and amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Carrier covenant and agree as follows:

1. The foregoing Recitals are expressly made a part of this Second Amendment and are incorporated herein by this reference. All capitalized terms used but not defined herein shall have the same meaning as in the Agreement.

2. Effective upon the full execution of this Second Amendment, the Carrier shall have the right to modify the Premises as described and depicted on Exhibit A-1, which is attached hereto and by this reference incorporated herein, and Owner hereby consents to and approves of the modifications described and depicted on Exhibit A-1 in all respects.

3. The following is added to Paragraph Three of the Agreement: "As additional consideration for the modification and other rights set forth in the Second Amendment, starting on the date that is thirty (30) days after the start of construction of the modifications to the Telephone Facilities, monthly Rent will be increased by \$260.00 partial months to be prorated."

4. The parties' notice addresses set forth in Paragraph Six of the Agreement are deleted in their entirety and replaced with the following:

If to Carrier:

T-Mobile USA, Inc.
Attn: Lease Compliance/Site No. A5P0093A
12920 SE 38th Street
Bellevue, WA 98006

If to Owner:

City of Willard
PO Box 187,
Willard, MO 65781

5. The terms and conditions of the Agreement are incorporated herein by this reference, and capitalized terms used in this Second Amendment shall have the same meanings such terms are given in the Agreement. Except as specifically set forth herein, this Second Amendment shall in no way modify, alter or amend the remaining terms of the Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between

the terms and conditions of the Agreement and this Second Amendment, the terms and conditions of this Second Amendment will govern and control.

6. Owner represents and warrants to Carrier that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Second Amendment, or if any such third-party consent or approval is required, Owner has obtained any and all such consents or approvals.

7. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Second Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the parties have executed this Second Amendment effective as of the date of execution by the last party to sign.

City of Willard

T-Mobile Central LLC


By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

[Final Construction Drawings EXHIBIT A-1

SEE ATTACHED

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	NEW ANTENNA		GROUT OR PLASTER
	EXISTING ANTENNA		(E) BRICK
	GROUND ROD		(E) MASONRY
	GROUND BUS BAR		CONCRETE
	MECHANICAL GRND. CONN.		EARTH
	CAD WELD		GRAVEL
	GROUND ACCESS WELL		PLYWOOD
	GROUND ACCESS WELL		SAND
	ELECTRIC BOX		WOOD CONT.
	TELEPHONE BOX		WOOD BLOCKING
	LIGHT POLE		STEEL
	FND. MONUMENT		CENTERLINE
	SPOT ELEVATION		PROPERTY/LEASE LINE
	SET POINT		MATCH LINE
	REVISION		WORK POINT
	REVISION		GROUND CONDUCTOR
	GRID REFERENCE		BELOW GRADE TELEPHONE CONDUIT
	GRID REFERENCE		BELOW GRADE ELECTRICAL CONDUIT
	DETAIL REFERENCE		COAXIAL CABLE
	ELEVATION REFERENCE		OVERHEAD ELECTRIC/TELEPHONE CONDUCTORS
	ELEVATION REFERENCE		CHAIN LINK FENCING

1 PROJECT SYMBOLS
SCALE: NTS

- REPRESENTATIVES OF THE OWNER MUST BE NOTIFIED AT LEAST TWO FULL DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- DO NOT EXCAVATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES, UNLESS OTHERWISE NOTED.
- DO NOT SCALE BUILDING DIMENSIONS FROM DRAWINGS.
- ANY DRAIN AND/OR FIELD TILE ENCOUNTERED DURING CONSTRUCTION SHALL BE RETURNED TO ITS ORIGINAL CONDITION PRIOR TO COMPLETION OF WORK. SIZE, LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON AS-CONSTRUCTED DRAWINGS AND ISSUED TO ARCHITECT/ENGINEER AT COMPLETION OF PROJECT.
- ALL EXISTING UTILITIES, FACILITIES, CONDITIONS, AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ARCHITECT/ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATSOEVER AS TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL EXISTING UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING EXISTING UTILITIES.
- CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE ARCHITECT/ENGINEER FOR RESOLUTION AND INSTRUCTION, AND NO FURTHER WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT/ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT HIS/HER OWN RISK AND EXPENSE. CONTRACTOR SHALL CALL PUBLIC/PRIVATE UTILITY LOCATE FOR UTILITY LOCATIONS 48 HOURS PRIOR TO START OF CONSTRUCTION.
- ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO FINAL INSPECTION OF WORK.
- THE BUILDING DEPARTMENT ISSUING THE BUILDING PERMIT SHALL BE NOTIFIED AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK OR AS STIPULATED BY THE CODE ENFORCEMENT OFFICIAL HAVING JURISDICTION.
- GRADING OF THE SITE WORK AREA IS TO BE SMOOTH AND CONTINUOUS IN SLOPE AND IS TO FEATHER INTO EXISTING GRADES AT THE GRADING LIMITS.
- ALL EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR

BRACED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS.

- STRUCTURAL FILLS SUPPORTING PAVEMENTS SHALL BE COMPACTED TO 100% OF MAXIMUM STANDARD PROCTOR DRY DENSITY.
- NEW GRADES NOT IN BUILDING AND DRIVEWAY IMPROVEMENT AREA TO BE ACHIEVED BY FILLING WITH APPROVED CLEAN FILL AND COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
- ALL FILL SHALL BE PLACED IN UNIFORM LIFTS. THE LIFTS THICKNESS SHOULD NOT EXCEED THAT WHICH CAN BE PROPERLY COMPACTED THROUGHOUT ITS ENTIRE DEPTH WITH THE EQUIPMENT AVAILABLE.
- ANY FILLS PLACED ON EXISTING SLOPES THAT ARE STEEPER THAN 10 HORIZONTAL TO 1 VERTICAL SHALL BE PROPERLY BENCHED INTO THE EXISTING SLOPE AS DIRECTED BY A GEOTECHNICAL ENGINEER.
- THE GRADES WITHIN THE FENCED-IN AREA ARE TO BE ACHIEVED BY COMPACTING CLEAN FILL TO A DENSITY OF 90% OF STANDARD PROCTOR COVERING THE AREA WITH 6 MIL. VISQUENE (1' OVERLAP AT SEAMS) FOR WEED SUPPRESSION, THEN ACHIEVING FINISH GRADE BY ADDING 6" OF 3/4" CRUSHED STONE-NO FINES.
- CONTRACTOR SHALL CLEAN ENTIRE SITE AFTER CONSTRUCTION SO THAT NO PAPERS, TRASH, WEEDS, BRUSH OR ANY OTHER DEPOSITS WILL REMAIN. ALL MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE DISPOSED OF OFF-SITE.
- ALL TREES AND SHRUBS WHICH ARE NOT IN DIRECT CONFLICT WITH THE IMPROVEMENTS SHALL BE PROTECTED.
- GC TO HIRE PUBLIC & PRIVATE LOCATE SERVICE IN ORDER TO LOCATE AND PROTECT ANY AND ALL SURFACE UTILITIES. DO NOT SCALE OFF THESE PLANS FOR ANY BELOW GRADE UTILITIES.
- THESE PLANS MAY NOT CONTAIN OR REVEAL ALL SUBSURFACE UTILITIES; GC IS RESPONSIBLE OF LOCATING AND PROTECTING ALL UTILITIES DURING CONSTRUCTION.
- OWNER FURNISHED MATERIALS, T-MOBILE "THE COMPANY" WILL PROVIDE AND THE CONTRACTOR WILL INSTALL:
 - BTS EQUIPMENT FRAME (PLATFORM) AND ICEBRIDGE SHELTER (GROUND BUILD/CO-LOCATE ONLY)
 - ACITEL/CO INTERFACE BOX(PPC)
 - ICE BRIDGE (CABLE TRAY WITH COVER) (GROUND BUILD/CO-LOCATE ONLY, GC TO FURNISH AND INSTALL FOR ROOFTOP INSTALLATION)
 - TOWERS, MONOPOLE

3 GENERAL NOTES
SCALE: NTS

ABV.	ABOVE
ADD'L	ADDITIONAL
A.F.F.	ABOVE FINISHED FLOOR
A.F.G.	ABOVE FINISHED GRADE
ALUM.	ALUMINUM
ALT.	ALTERNATE
ANT.	ANTENNA
APPROX.	APPROXIMATE(LY)
ARCH.	ARCHITECT(URAL)
ATS	AUTOMATIC TRANSFER SWITCH
AWG.	AMERICAN WIRE GAUGE
BLDG.	BUILDING
BLK.	BLOCK
BLKG.	BLOCKING
BM.	BEAM
BTOW.	BARE TINNED COPPER WIRE
B.O.F.	BOTTOM OF FOOTING
B/U	BACK-UP CABINET
CAB.	CABINET
CANT.	CANTILEVER(ED)
C.I.P.	CAST IN PLACE
CLG.	CEILING
CLR.	CLEAR
COL.	COLUMN
CONC.	CONCRETE
CONN.	CONNECTION(OR)
CONST.	CONSTRUCTION
CONT.	CONTINUOUS
DBL.	DOUBLE
DEPT.	DEPARTMENT
DIA.	DIAMETER
DIAG.	DIAGONAL
DIM.	DIMENSION
DWG.	DRAWING(S)
DWL.	DOWEL(S)
EA.	EACH
EL.	ELEVATION
ELEC.	ELECTRICAL
ELEV.	ELEVATOR
EMT.	ELECTRICAL METALLIC TUBING
ENG.	ENGINEER
EQ.	EQUAL
EXP.	EXPANSION
EXIST.(E)	EXISTING
EXT.	EXTERIOR
FAB.	FABRICATION(OR)
F.F.	FINISH FLOOR
F.G.	FINISH GRADE
FIN.	FINISH(ED)
FLR.	FLOOR
FDN.	FOUNDATION
F.O.C.	FACE OF CONCRETE
F.O.M.	FACE OF MASONRY
F.O.S.	FACE OF STUD
F.O.W.	FACE OF WALL
F.S.	FINISH SURFACE
FT.(')	FOOT(FEET)
FTG.	FOOTING
G.	GROWTH (CABINET)
GA.	GAUGE
GI.	GALVANIZE(D)
G.F.I.	GROUND FAULT CIRCUIT INTERRUPTER
GPS	GLOBAL POSITIONING SYSTEM
GND.	GROUND
HGR.	HANGER
HT.	HEIGHT

ICGB.
IN.(')
INT.
LB.(#)
L.F.
L.
MAS.
MAX.
MDCMC

ISOLATED COPPER GROUND BUS
INCH(ES)
INTERIOR
POUND(S)
LINEAR FEET (FOOT)
LONG(ITUINAL)
MASONRY
MAXIMUM
METRICOM DESIGNATED
CONSTRUCTION MANAGEMENT
& CONTRACTING
MECHANICAL
MANUFACTURER
MINIMUM
MISCELLANEOUS
METAL
NEW
NUMBER
N.T.S.
O.C.
OPNG.
PCS
PLY.
PRC
P.S.F.
P.S.I.
P.T.
PWR.
QTY.
RAD.(R)
REF.
REINF.
RE.O.D.
RGS.
SCH.
SHT.
SIM.
SPEC.
SQ.
S.S.
STD.
STL.
STRUC.
TEMP.
THK.
T.O.A.
T.O.C.
T.O.F.
T.O.P.
T.O.S.
T.O.W.
TYP.
U.G.
U.L.
U.N.O.
V.I.F.
W
W/
WAP.
WCS
WT.
℄
℄

2 PROJECT ABBREVIATIONS
SCALE: NTS

- TOWER LIGHTING
- GENERATORS & LIQUID PROPANE TANK
- ANTENNA STANDARD BRACKETS, FRAMES, AND PIPES FOR MOUNTING.
- ANTENNAS (INSTALLED BY OTHERS)
- TRANSMISSION LINE
- TRANSMISSION LINE JUMPERS
- TRANSMISSION LINE CONNECTORS WITH WEATHERPROOFING KITS
- TRANSMISSION LINE GROUND KITS
- HANGERS
- HOISTING GRIPS
- BTS EQUIPMENT
- CONTRACTOR TO FURNISH AND INSTALL THE FOLLOWING: THE CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL OTHER MATERIALS FOR THE COMPLETE INSTALLATION OF THE SITE INCLUDING, BUT NOT LIMITED TO, SUCH MATERIALS AS FENCING, STRUCTURAL STEEL SUPPORTING SUB-FRAME FOR PLATFORM, ROOFING LABOR AND MATERIALS, GROUNDING RINGS, GROUNDING WIRES, COPPER-CLAD OR XIT-CHEMICAL GROUND ROD(S), BUSS BARS, TRANSFORMERS AND DISCONNECT SWITCHES WHERE APPLICABLE, TEMPORARY ELECTRICAL POWER, CONDUIT, LANDSCAPING COMPOUND STONE, CRANES, CORE DRILLING, SLEEPERS AND RUBBER MATTING, REBAR, CONCRETE CAISSONS, PADS AND/OR AUGER MOUNTS, MISCELLANEOUS FASTENERS, CABLE TRAYS, NON-STANDARD ANTENNA FRAMES AND ALL OTHER MATERIAL AND LABOR REQUIRED TO COMPLETE THE JOB ACCORDING TO THE DRAWINGS AND SPECIFICATIONS. IT IS THE POSITION OF T-MOBILE TO APPLY FOR PERMITTING AND CONTRACTOR RESPONSIBLE FOR PICKUP AND PAYMENT OF REQUIRED PERMITS.
- T-MOBILE FURNISHED EQUIPMENT SHALL BE PICKED-UP AT THE T-MOBILE WAREHOUSE, NO LATER THAN 48HR AFTER BEING NOTIFIED INSURED, STORED, UNGRATED, PROTECTED AND INSTALLED BY THE CONTRACTOR WITH ALL APURTENCES REQUIRED TO PLACE THE EQUIPMENT IN OPERATION, READY FOR USE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EQUIPMENT AFTER PICKING UP.
- ALL EQUIPMENT FURNISHED AND WORK PERFORMED UNDER THE CONTRACT DOCUMENTS SHALL BE GUARANTEED AGAINST DEFECTS IN MATERIALS OR WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE, UNLESS NOTED OTHERWISE. ANY FAILURE OF EQUIPMENT OR WORK DUE TO DEFECTS IN MATERIALS OR WORKMANSHIP SHALL BE CORRECTED BY THE CONTRACTOR AT NO COST TO THE OWNER.
- ALL WORK, MATERIAL, AND EQUIPMENT SHALL COMPLY WITH ALL REQUIREMENTS OF THE LATEST EDITIONS AND INTERIM AMENDMENTS OF THE NATIONAL ELECTRICAL CODE (NEC), NATIONAL ELECTRICAL SAFETY CODE, OSHA, AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES. ALL ELECTRICAL EQUIPMENT PROVIDED UNDER THIS CONTRACT SHALL BE NEW (EXCEPT WHERE OTHERWISE NOTED) AND SHALL COMPLY WITH THE REQUIREMENTS OF THE UNDERWRITERS' LABORATORIES (U.L.) AND BEAR THE U.L. LABEL.



1400 OPUS PLACE
DOWNERS GROVE, IL 60515
MAIN: (773) 444-5400



PROFESSIONAL DESIGN FIRM
CERTIFICATE OF AUTHORIZATION # A-2024018412

CHECKED BY: RH

CHECKED BY: GMS



Expires: 12-31-2026

SITE #: A5P0093A
CITY OF WILLARD
519 E. JACKSON
WILLARD, MO 65781S

SHEET TITLE:

SITE NOTES

SHEET NUMBER:

SP-1

GENERAL NOTES:

1. T-MOBILE OR HIS ARCHITECT/ENGINEER RESERVES THE RIGHT TO REJECT ANY EQUIPMENT OR MATERIALS WHICH, IN HIS OPINION ARE NOT IN COMPLIANCE WITH THE CONTRACT DOCUMENTS, EITHER BEFORE OR AFTER INSTALLATION AND THE EQUIPMENT SHALL BE REPLACED WITH EQUIPMENT CONFORMING TO THE REQUIREMENTS OF THE CONTRACT DOCUMENTS BY THE CONTRACTOR AT NO COST TO THE OWNER OR HIS ARCHITECT/ENGINEER.
2. THE CONTRACTOR SHALL SUPPORT, BRACE AND SECURE EXISTING STRUCTURE AS REQUIRED. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE PROTECTION OF ANY EXISTING STRUCTURES DURING CONSTRUCTION. FIELD VERIFY ALL EXISTING DIMENSIONS WHICH AFFECT THE NEW CONSTRUCTION.
3. THE CONTRACTOR SHALL NOT ALLOW OR CAUSE ANY OF THE WORK TO BE COVERED UP OR ENCLOSED UNTIL IT HAS BEEN INSPECTED BY THE GOVERNING AUTHORITIES. ANY WORK THAT IS ENCLOSED OR COVERED UP BEFORE SUCH INSPECTION AND TEST SHALL BE UNCOVERED AT THE CONTRACTOR'S EXPENSE; AFTER IT HAS BEEN INSPECTED, THE CONTRACTOR SHALL RESTORE THE WORK TO ITS ORIGINAL CONDITION AT HIS OWN EXPENSE.
4. ALL EXISTING UTILITIES, FACILITIES, CONDITIONS, AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ARCHITECT/ENGINEER AND OWNER (T-MOBILE) ASSUME NO RESPONSIBILITY WHATEVER AS TO THE SFOCIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL SAID UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING AFFECTED UTILITIES.
5. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE PROJECT MANAGER FOR RESOLUTION AND INSTRUCTION, AND NO FURTHER WORK SHALL BE PERFORMED UNTIL DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT/ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT HIS OWN RISK AND EXPENSE.
6. CONTRACTORS SHALL CLEAN ENTIRE SITE EACH DAY AFTER CONSTRUCTION SUCH THAT NO PAPERS, TRASH, DEBRIS, WEEDS, BRUSH, OR ANY OTHER DEPOSITS REMAIN. ALL MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE PROPERLY DISPOSED OF OFF-SITE BY THE CONTRACTOR.
7. ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY THE CONTRACTOR WITH LOCAL GAS, ELECTRIC, TELEPHONE, AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION.
8. DURING CONSTRUCTION, THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN THE UTILITIES OF THE BUILDING/SITE WITHOUT INTERRUPTION. SHOULD IT BE NECESSARY TO INTERRUPT ANY SERVICE OR UTILITY, THE CONTRACTOR SHALL SECURE PERMISSION IN WRITING FROM THE BUILDING/PROPERTY OWNER FOR SUCH INTERRUPTION, AT LEAST 72 HOURS IN ADVANCE. ANY INTERRUPTION SHALL BE MADE WITH A MINIMUM AMOUNT OF INCONVENIENCE TO THE BUILDING/PROPERTY OWNER AND ANY SUCH SHUTDOWN TIME SHALL BE COORDINATED WITH THE BUILDING/PROPERTY OWNER.
9. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION.
10. CONTRACTOR SHALL SUBMIT AT THE END OF THE PROJECT A COMPLETE SET OF AS BUILT DRAWINGS TO T-MOBILE'S PROJECT ENGINEER.
11. GC WILL NOT START THE CONSTRUCTION UNTIL AFTER THEY RECEIVE THE PRE CON PACKAGE AND HAVE A PRE CON WALK WITH THE PROJECT MANAGER.

DIVISION 2 - SITE WORK:

1. THE CONTRACTOR SHALL CALL UTILITIES PRIOR TO THE START OF CONSTRUCTION. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE PROJECT MANAGER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT LIMITED TO:

A. FALL PROTECTION

B. CONFINED SPACE

C. ELECTRICAL SAFETY

D. TRENCHING AND EXCAVATION
2. REMOVE FROM SITE/OWNER'S PROPERTY ALL WASTE MATERIALS, UNUSED EXCAVATED MATERIAL INCLUDING MATERIAL CLASSIFIED UNSATISFACTORY, CONTAMINATED OR DANGEROUS TRASH AND DEBRIS, AND DISPOSE OF IN A LEGAL MANNER.
3. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF ENGINEERING.

4. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE BUILDING OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, FERTILIZED, SEEDED, AND COVERED WITH MULCH
5. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, AS REQUIRED DURING CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR LAYOUT AND CONSTRUCTION STAKING. CONTRACTOR SHALL ESTABLISH GRADE AND LINE STAKES PRIOR TO CONSTRUCTION.

CONCORDIA DOES NOT GUARANTEE OR WARRANT THAT THE AFOREMENTIONED EASEMENTS ARE SFICIENT FOR CONSTRUCTION TRAFFIC. GC SHALL CONSULT WITH A T-MOBILE REPRESENTATIVE AND LANDLORD WITH EXACT LOGISTICS TO FACILITATE CONTRACTIBILITY OF THE SITE AND DELIVERY OF CRITICAL MATERIALS SUCH AS THE TOWER, STEEL, CONCRETE AND CRANES TO THE PROPOSED LEASE AREA. GC SHALL RESTORE SITE TO ORIGINAL CONDITIONS AND REPLACE ANY AND ALL DISTURBED TREES OR LANDSCAPING.

CONCORDIA IS NOT RESPONSIBLE FOR THE MAINTENANCE AND/OR OPERATIONAL FEASIBILITY.

SCOPE OF WORK FOR THESE PLANS DOES NOT INVOLVE VALUE ENGINEERING AS WELL AS MAINTAINABILITY OPERATIONS OF THE SITE, ACCESS OR UTILITIES.

DIVISION 3 - CONCRETE:

1. MINIMUM ALLOWABLE CONCRETE COMPRESSIVE STRENGTH SHALL BE 4000 PSI AT 28 DAYS WHEN TESTED IN ACCORDANCE WITH THE AMERICAN SOCIETY FOR TESTING AND MATERIALS METHODS STANDARDS ASTM C172, ASTM C31 AND ASTM C39 UNLESS OTHERWISE NOTED.
2. CONCRETE FOR ALL FOUNDATIONS: 540 LBS PER CUBIC YARD OF CONCRETE MINIMUM CEMENT CONTENT FOR 1-INCH MAXIMUM SIZE AGGREGATE, SLUMP RANGE 3 INCHES TO 5 INCHES, TOTAL AIR CONTENT 4 PERCENT TO 7 PERCENT BY VOLUME. AIR ENTRAINING ADMXTURE REQUIRED TO CONTROL TOTAL AIR CONTENT, WATER REDUCING ADMIXTURE PERMITTED TO OBTAIN SLUMP OVER 3-INCHES.
3. ALL CONCRETE CONSTRUCTION SHALL MEET THE REQUIREMENTS OF THE LATEST EDITION OF THE AMERICAN CONCRETE INSTITUTE (ACI 318) BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE AND (ACI 301) STANDARD SPECIFICATION FOR STRUCTURAL CONCRETE.
4. REBARS SHALL BE ASTM A-615 DEFORMED TYPE WITH MINIMUM YIELD STRENGTH OF 60,000 PSI (40,000 PSI GRADE MAY BE USED FOR TIES & STIRRUPS).
- WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185.
5. DETAILING SHALL BE IN ACCORDANCE WITH MANUAL OF STANDARD PRACTICE OF DETAILING REINFORCED CONCRETE STRUCTURES (ACI STD-315 LATEST EDITION).
6. CHAMFER ALL EXPOSED EDGES OF CONCRETE 3/4" UNLESS OTHERWISE NOTED.
7. REINFORCING STEEL SHALL BE ACCURATELY PLACED AND ADEQUATELY SECURED IN POSITION. LOCATION OF REINFORCEMENT SHALL BE INDICATED ON THE DRAWINGS. THE FOLLOWING MINIMUM COVER (INCHES) FOR REINFORCEMENT SHALL BE PROVIDED, EXCEPT AS NOTED ON DRAWINGS.

MINIMUM COVER (INCHES)

CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH ... 3"

EXPOSED TO EARTH OR WEATHER:

#6 THROUGH #18 ... 2"

#5 BAR AND SMALLER ... 1-1/2"
8. TESTS CONCRETE MATERIALS AND OPERATIONS SHALL BE TESTED AND INSPECTED BY THE ENGINEER AS THE WORK PROGRESSES. FAILURE TO DETECT ANY DEFECTIVE WORK OR MATERIAL SHALL NOT IN ANY WAY PREVENT LATER REJECTION WHEN SUCH DEFECT IS DISCOVERED NOR SHALL IT OBLIGATE THE ENGINEER FOR FINAL ACCEPTANCE.

A. FIVE CONCRETE TEST CYLINDERS SHALL BE TAKEN OF THE TOWER PIER FOUNDATION. TWO SHALL BE TESTED @ THREE DAYS, TWO @ TWENTY- EIGHT DAYS. THE FIFTH CYLINDER SHALL BE KEPT SEPARATELY, IF REQUIRED TO BE USED IN THE FUTURE.

B. ONE ADDITIONAL TEST CYLINDER SHALL BE TAKEN DURING COLD WEATHER AND CURED ON SITE UNDER SAME CONDITIONS AS CONCRETE IT REPRESENTS.

C. ONE SLUMP TEST SHALL BE TAKEN FOR EACH SET OF TEST CYLINDERS TAKEN.
9. PLACING CONCRETE

A. THE ENGINEER SHALL BE NOTIFIED NOT LESS THAT 24 HOURS IN ADVANCE OF CONCRETE PLACEMENT, UNLESS INSPECTION IS WAIVED IN EACH CASE, PLACING OF CONCRETE SHALL BE PERFORMED ONLY IN THE PRESENCE OF THE ENGINEER. CONCRETE SHALL NOT BE PLACED UNTIL ALL FORMWORK, EMBEDDED PARTS, STEEL REINFORCEMENT, FOUNDATION SURFACES AND JOINTS INVOLVED IN THE PLACING HAVE BEEN APPROVED, AND UNTIL FACILITIES ACCEPTABLE TO THE T-MOBILE REPRESENTATIVE HAVE BEEN PROVIDED AND MADE READY FOR ACCOMPLISHMENT OF THE WORK AS SPECIFIED. CONCRETE MAY NOT BE ORDERED FOR PLACEMENT UNTIL ALL ITEMS HAVE BEEN APPROVED AND T-MOBILE HAS PERFORMED A FINAL INSPECTION AND GIVEN APPROVAL TO START PLACEMENT IN WRITING.

B. PLACEMENT OF CONCRETE SHALL BE IN ACCORDANCE WITH ACI 301.

10. PROTECTION

A. IMMEDIATELY AFTER PLACEMENT, THE CONTRACTOR SHALL PROTECT THE CONCRETE FROM PREMATURE DRYING, EXCESSIVELY HOT OR COLD TEMPERATURES, AND MECHANICAL INJURY. FINISHED WORK SHALL BE PROTECTED.

B. CONCRETE SHALL BE MAINTAINED WITH MINIMAL MOISTURE LOSS AT RELATIVELY CONSTANT TEMPERATURE FOR A PERIOD NECESSARY FOR HYDRATION OF CEMENT AND HARDENING OF CONCRETE.

C. ALL CONCRETE SHALL BE WATER CURED BY CONTINUOUS (NOT PERIODIC) FINE MIST SPRAYING OR SPRINKLING ALL EXPOSED SURFACES. WATER SHALL BE CLEAN AND FREE FROM ACID, ALKALI, SALTS, OIL SEDIMENT, AND ORGANIC MATTER. SUCCESSFUL CURING SHALL BE OBTAINED BY USE OF AN AMPLE WATER SUPPLY UNDER PRESSURE IN PIPES, WITH ALL NECESSARY APPLIANCES OF SPRINKLERS, AND SPRAYING DEVICES.

ELECTRICAL NOTES:

1. ELECTRICAL DESIGN SHALL BE PERFORMED BY ELECTRICAL CONTRACTOR. STRUCTUAL DESIGN SHALL BE PERFORMED BY GENERAL CONTRACTOR. ELECTRICAL CONTRACTOR SHALL ENSURE THAT ALL WORK COMPLIES WITH ALL APPLICABLE LOCAL AND STATE CODES AND NATIONAL ELECTRICAL CODE.
2. ALL SUGGESTED ELECTRICAL ELEMENTS (SUCH AS BREAKER SIZES, WIRE SIZES, CONDUITS SIZES ARE FOR ZONING PURPOSES ONLY. IT IS THE RESPONSIBILITY TO OF THE ELECTRICAL CONTRACTOR TO CONFIRM COMPLIANCE WITH LOCAL ELECTRICAL CODES AND PASS ALL APPLICABLE AND NECESSARY INSPECTIONS. IN SOME EVENTS, IT MAY BE NECESSARY TO PERFORM AN ELECTRICAL LOAD STUDY TO VERIFY THE CAPACITY OF THE EXISTING SERVICE. THIS IS NOT THE RESPONSIBILITY OF CONCORDIA. IT IS THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
3. CONTRACTOR SHALL FIELD LOCATE ALL BELOW GRADE GROUND LINES AND UTILITY LINES PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR RELOCATION OF ALL UTILITIES AND GROUND LINES THAT MAY BECOME DISTURBED OR CONFLICTING IN THE COURSE OF CONSTRUCTION.

DIVISION 5:

STRUCTURAL STEEL

1. ALL DETAILING, FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO AISC SPECIFICATIONS AND CODES.
2. PROVIDE STRUCTURAL STEEL AS FOLLOWS:

WIDE FLANGE SHAPES

STEEL PIPE

STEEL TUBE (HSS)

ANCHOR RODS (THREADED RODS)

ALL OTHER STEEL

ASSUMED EXISTING STEEL GRADE

ASTM A992 GR50

ASTM A53 GR B

ASTM A1085 OR A500 GR. C

ASTM F1554 GR. 50 (U.N.O.)

ASTM A36

ASTM A36 (U.N.O.)
3. ALL STRUCTURAL STEEL TO BE STRAIGHT AND FREE OT TWIST. COLUMN BEARING ENDS TO BE TRUE AND SQUARE. ALL COLUMNS TO BE PLUMB AND LEVEL BEARING.
4. ALL BOLTS, NUTS AND WASHERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM A325 HOT-DIP GALVANIZED.
5. ALL CONNECTIONS, UNLESS INDICATED OTHERWISE, SHALL BE SIMPLE SHEAR CONNECTIONS UTILIZING A MIN. OF TWO 3/4" DIAMETER A325 HIGH STRENGTH BOLTS IN BEARING TYPE CONNECTIONS. ALL JOINTS SHALL BE SNUG-TIGHTENED.
6. UNLESS NOTED ON THE CONTRACT DRAWINGS, ALL CONNECTIONS SHALL BE DESIGNED AND DETAILED BY THE FABRICATOR, USING RATIONAL ENGINEERING DESIGN AND STANDARD PRACTICE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS FOR 100% OF THE UNIFORM LOAD SHOWN IN THE MAXIMUM TOTAL UNIFORM LOAD TABLES 3-6 THRU 3-9 OF THE AISC STEEL CONSTRUCTION MANUAL FOR THE SPAN SHOWN ON THE DRAWING.
7. ALL WELDING ELECTRODES SHALL BE E70XX.
8. ALL WELDING WORK SHALL CONFORM TO THE AWS D1.1 STRUCTURAL WELDING CODE, LATEST EDITION, AND SHALL BE PERFORMED BY AWS CERTIFIED WELDERS.
9. THE CONTRACTOR SHALL SUBMIT DETAILED, ENGINEERED, COORDINATED, AND CHECKED SHOP DRAWINGS FOR ALL STRUCTURAL STEEL TO THE ENGINEER TO REVIEW FOR COMPLIANCE WITH THE DESIGN INTENT PRIOR TO THE START OF FABRICATION AND/OR ERECTION.
10. MINIMUM FILLET WELD SIZE SHALL COMPLY WITH THE AISC REQUIREMENTS, BUT SHALL NOT BE LESS THAN 3/16 INCH, UNLESS NOTED OTHERWISE.
11. ALL PARTIAL PENETRATION WELD SIZES INDICATED DESIGNATE EFFECTIVE THROAT SIZE UNLESS NOTED OTHERWISE.
12. ALL BEAMS SHALL BE FABRICATED WITH THE NATURAL CAMBER UP.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF ALL ERECTION PROCEDURES AND SEQUENCES, ESPECIALLY WITH RELATION TO TEMPERATURE DIFFERENTIAL, ERECTION TOLERANCES, AND WITH RESPECT TO STRUCTURAL STEEL FRAMING INTO BEAMS, COLUMNS, OR WALLS.
14. AFTER FABRICATION, ALL STEEL SHALL BE CLEANED OF ALL RUST, LOOSE MILL SCALE AND OTHER FOREIGN MATERIALS AND SHALL BE HOT-DIP GALVANIZED PER ASTM A123.
15. THERE SHALL BE NO FIELD CUTTING OF STRUCTURAL STEEL MEMBERS, FOR THE WORK OF OTHER TRADES, WITHOUT THE PRIOR APPROVAL OF THE ARCHITECT/ENGINEER.
16. ALL ADDITIONAL STEEL REQUIRED BY THE CONTRACTOR FOR ERECTION PURPOSES AND SITE ACCESS OF STOCKPILED MATERIALS SHALL BE PROVIDED AT NO COST TO THE OWNER. ALL SUCH ADDITIONAL STEEL SHALL BE REMOVED BY THE CONTRACTOR UNLESS APPROVED BY THE OWNER IN WRITING.
17. ALL PLAN DIMENSIONS ARE TO STRUCTURAL STEEL MEMBER CENTERLINES, EXCEPT FOR CHANNELS AND ANGLES. CHANNEL AND ANGLE DIMENSIONS ARE TO THE BACK FACE OF THE WEB.

NON-STRUCTURAL COMPONENT

ANCHORAGE NOTES:

MECHANICAL, PLUMBING, COMMUNICATION, AND ELECTRICAL COMPONENTS SHALL BE ANCHORED AND INSTALLED PER THE DETAILS ON THE CONSTRUCTION DOCUMENTS. WHERE NO DETAIL IS INDICATED, THE FOLLOWING COMPONENTS SHALL BE ANCHORED AND BRACED TO RESIST THE FORCE AND DISPLACEMENT REQUIREMENTS PRESCRIBED IN THE ASCE 7-16 CHAPTER 13, 26, 29 AND 30 FOR THE LOADS LISTED ABOVE EXCEPT, MECHANICAL AND ELECTRICAL EQUIPMENT IN SEISMIC DESIGN CATEGORY "B" ARE EXEMPT FROM REQUIREMENTS OF CHAPTER 13.

1. PERMANENT EQUIPMENT AND COMPONENTS.
2. TEMPORARY OR MOVABLE EQUIPMENT THAT IS PERMANENTLY ATTACHED (E.G. HARDWIRED) TO THE BUILDING UTILITY SERVICES SUCH AS ELECTRICITY, GAS, OR WATER.
3. MOVABLE EQUIPMENT WHICH IS STATIONED IN ONE PLACE FOR MORE THAN 8 HOURS AND HEAVIER THAN 400 POUNDS ARE REQUIRED TO BE ANCHORED WITH TEMPORARY ATTACHMENTS.

THE FOLLOWING MECHANICAL AND ELECTRICAL COMPONENTS SHALL BE POSITIVELY ATTACHED TO THE STRUCTURE, BUT THE ATTACHMENT NEED NOT BE DETAILED ON THE INSTALLATION SHOP DRAWINGS.

1. COMPONENTS WEIGHING LESS THAN 400 POUNDS AND HAVE A CENTER OF MASS LOCATED 4 FEET OR LESS ABOVE THE ADJACENT FLOOR OR ROOF LEVEL THAT DIRECTLY SUPPORT THE COMPONENT.
2. COMPONENTS WEIGHING LESS THAN 20 POUNDS, AND IN THE CASE OF DISTRIBUTED SYSTEMS, LESS THAN 5 POUNDS PER FOOT, WHICH ARE SUSPENDED FROM A ROOF OR FLOOR OR HUNG FROM A WALL.

FOR THOSE ELEMENTS THAT DO NOT REQUIRE DETAILS ON THE APPROVED SHOP DRAWINGS, THE INSTALLATION SHALL BE SUBJECT TO THE APPROVAL OF THE STRUCTURAL ENGINEER OF RECORD. THE OWNER'S FIELD INSPECTOR SHALL VERIFY THAT ALL COMPONENTS AND EQUIPMENT HAVE BEEN ANCHORED IN ACCORDANCE WITH ABOVE REQUIREMENTS.



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PROFESSIONAL DESIGN FIRM
CERTIFICATE OF AUTHORIZATION # A-2024018412

CHECKED BY: RH

CHECKED BY: GMS



Expires: 12-31-2026

SITE #: A5P0093A
CITY OF WILLARD
519 E. JACKSON
WILLARD, MO 65781SS

SHEET TITLE:
GENERAL NOTES
& SPECIFICATIONS

SHEET NUMBER:

SP-2



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MAIN: (773) 444-5400



361 RANDY RD, UNIT 101
CAROL STREAM, IL 60188
MAIN: (847) 708-7500

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CITY OF WILLARD
519 E. JACKSON
WILLARD, MO 65781

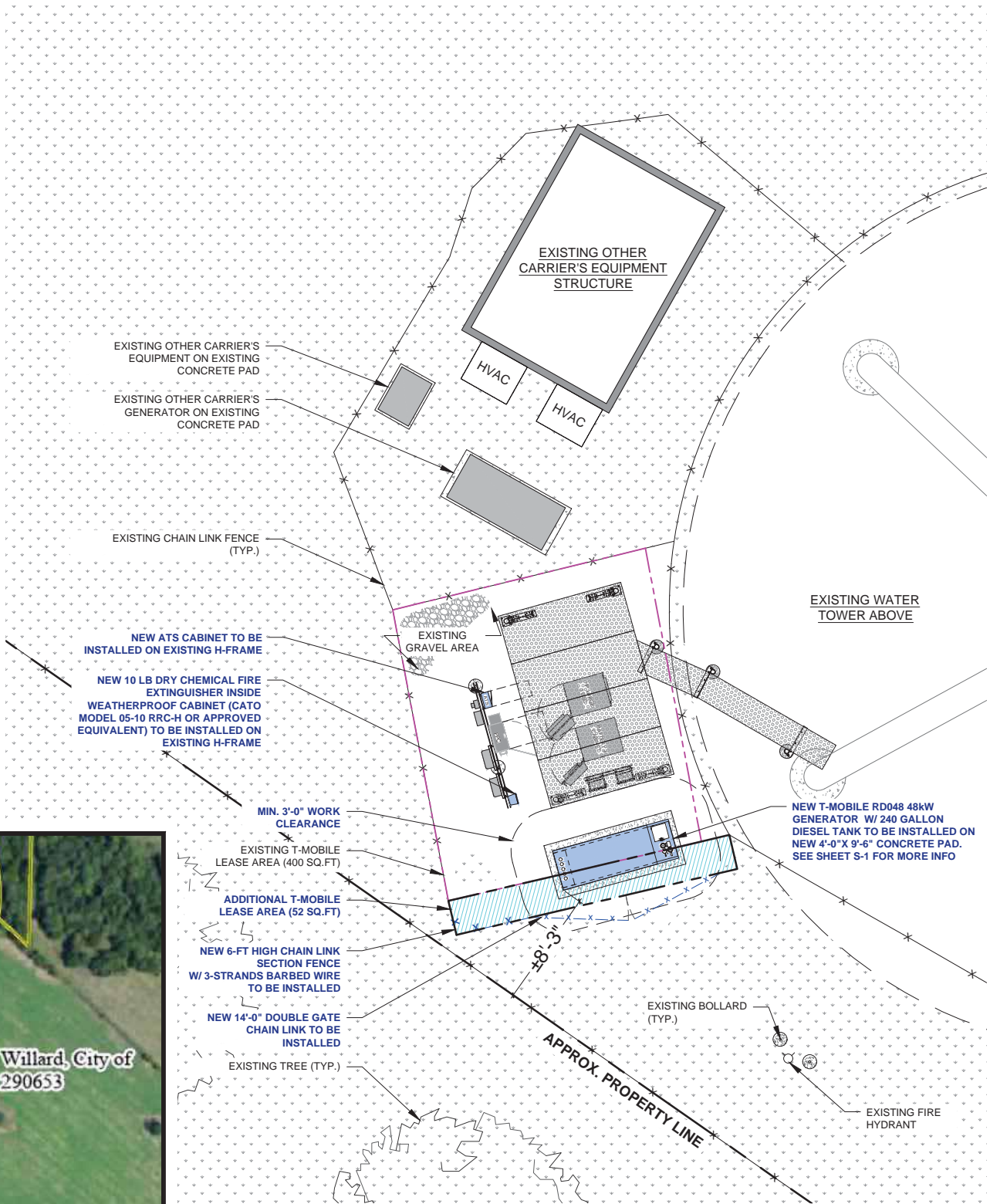
SHEET TITLE:
SITE PLAN

SHEET NUMBER:
A-1

LEGEND & SYMBOLS

	UTILITY POLE		CHAIN-LINK FENCE
	SIGN		IRON FENCE
	TELCO PEDESTAL		WOOD FENCE
	FIRE HYDRANT		OVERHEAD WIRES
	LIGHT STANDARD		LOT LINE
	INLET		PROPERTY LINE
	CATCH BASIN		LEASE AREA LINE
	MANHOLE		UTILITY EASEMENT LINE
	TRAFFIC SIGNAL		CENTER LINE
	ROW MARKER		UNDERGROUND ELECTRIC LINE
	IRON PIPE SET		UNDERGROUND GAS LINE
	IRON PIPE FOUND		UNDERGROUND FIBER LINE
	BUFFALO BOX		UNDERGROUND TELCO LINE
	VALVE BOX		UNDERGROUND STORM SEWER/SANITARY LINE
	HORIZONTAL CONTROL POINT		UNDERGROUND WATER LINE
	HANDICAPPED PARKING SPACE		UNDERGROUND COMMUNICATION/MONITORING LINE
	DECIDUOUS TREE W/SIZE		
	CONIFEROUS TREE W/SIZE		
	BRUSH		
	TREE LINE		
	CONTOUR W/ELEVATION		
	EXISTING GUARDRAIL		
	CONCRETE		
	ASPHALT		
	GRAVEL		
	CULTIVATED FIELD		
	GRASS AREA		
	ICE BRIDGE		
	STEEL PLATFORM		

SITE ACCESS NOTE:
GC TO FOLLOW LANDLORD
ESTABLISHED NOTIFICATION PROCESS
AND SITE ACCESS PROCEDURE.



FLOOD PLAIN MAP INFO: THE PROJECT SITE "DOES NOT" APPEAR TO BE LOCATED WITHIN A FLOOD PLAIN.
SITE LOCATED IN "ZONE X" - AREA OF MINIMAL FLOOD HAZARD.

2

FLOOD PLAIN MAP
N.T.S.









1

SITE PLAN

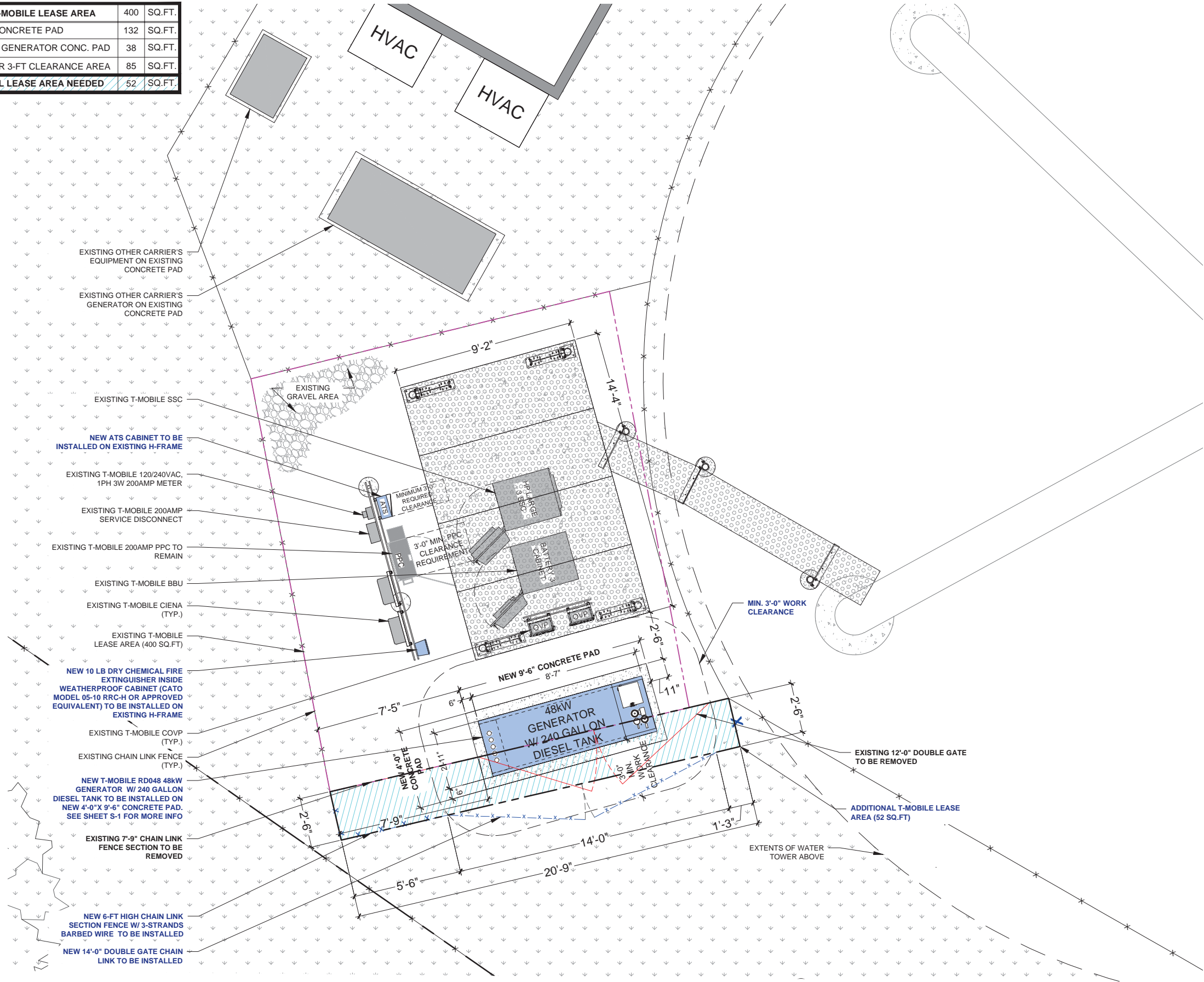
SCALE: 3/16"=1'-0" (3/16"=2'-0" IF 11 X 17 SHEET SIZE)



LEGEND	
	EXISTING EQUIPMENT TO REMAIN
	NEW EQUIPMENT
	EXISTING EQUIPMENT TO BE REMOVED
	EXISTING EQUIPMENT TO BE RELOCATED
	EXISTING LEASE AREA
	ADDITIONAL LEASE AREA

SITE ACCESS NOTE:
GC TO FOLLOW LANDLORD
ESTABLISHED NOTIFICATION PROCEDURE
AND SITE ACCESS PROCEDURE.

EXISTING T-MOBILE LEASE AREA	400	SQ.FT.
EXISTING CONCRETE PAD	132	SQ.FT.
PROPOSED GENERATOR CONC. PAD	38	SQ.FT.
GENERATOR 3-FT CLEARANCE AREA	85	SQ.FT.
ADDITIONAL LEASE AREA NEEDED	52	SQ.FT.



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Expires: 12-31-2026

SITE #: A5P0093A
CITY OF WILLARD
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SHEET TITLE:

EQUIPMENT LAYOUT

SHEET NUMBER:

A-1A



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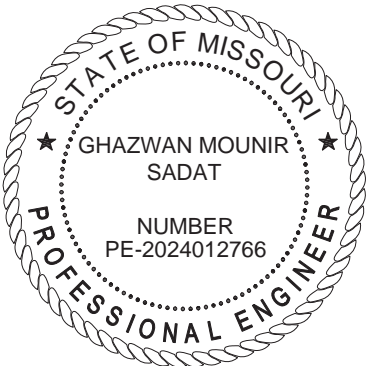


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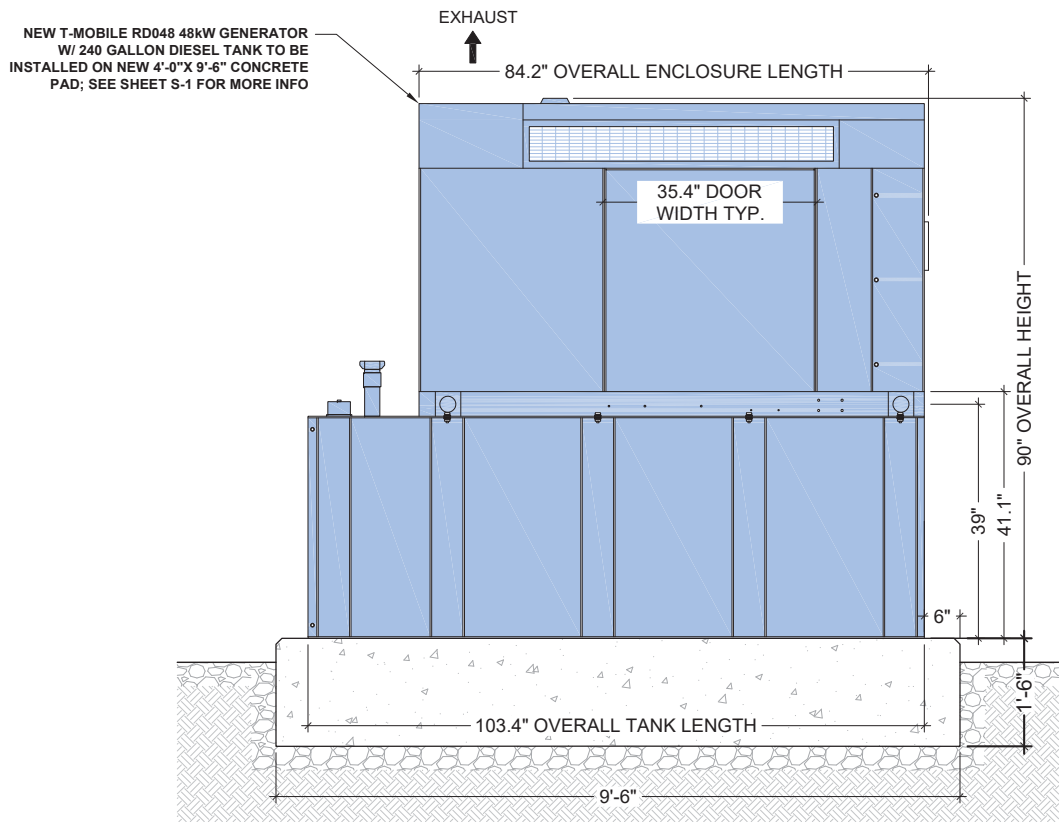
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SITE #: A5P0093A
CITY OF WILLARD
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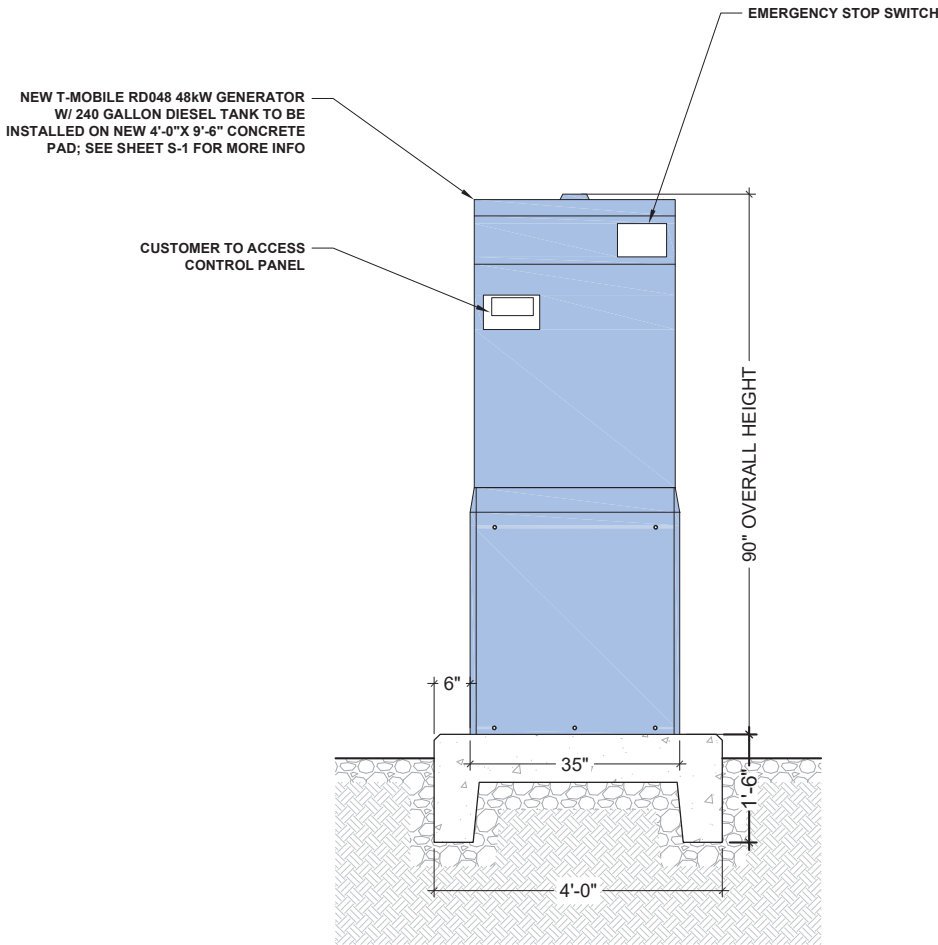
SHEET TITLE:
GENERATOR ELEVATION

SHEET NUMBER:

A-2



1 GENERATOR ELEVATION (SIDE VIEW)
SCALE: 3/4"=1'-0" (3/4"=1'-0" IF 11X17 SHEET SIZE)



2 GENERATOR ELEVATION (REAR VIEW)
SCALE: 3/4"=1'-0" (3/4"=1'-0" IF 11X17 SHEET SIZE)

SIGNAGE REQUIREMENTS:

- 1.STORAGE CONTAINER MUST HAVE A DATAPLATE. (PROVIDED BY TANK MANUFACTURER DURING TANK FABRICATION)
NFPA 58:5.2.8.3
2. STORAGE CONTAINER MUST BE MARKED DESCRIBING THE CONTENETS (PROPANE OR LIQUEFIED PETROLEUM GAS) AND A STATEMENT OF THE HAZARD (FLAMMABLE).
NFPA 1:60.1.13 & IFC :2703.5
3. STORAGE CONTAINER MUST BE MARKED WITH HAZMAT ID. (CERTAIN ENTRANCES TO STORAGE OR DISPENSING AREAS MAY ALSO REQUIRE HAZMAT ID MARKING)
NFPA 1:60.1.13, NFPA 704:1.3 & IFC :2703.5
4. NO SMOKING SIGNS MUST BE POSTED IN AREAS OR SITES WHERE FLAMMABLE GASES ARE USED OR STORED. NO SMOKING OR OPEN FLAMES WITHIN 25-FT OF POINT OF TRANSFER.
NFPA 1:60.1.13, IFC: 3807.2, IFC :2703.7 & NFPA 58 :7.2.3.2 (B)
5. THE MAXIMUM PERMITTED PERCENTAGE (%) OF TANK CAPACITY MUST BE MARKED EITHER ON THE DATAPLATE OR ADJACENT TO THE FIXED MAXIMUM LIQUID LEVEL GAUGE.
NFPA 58:5.7.5.4



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1 SIGNAGE REQUIREMENTS

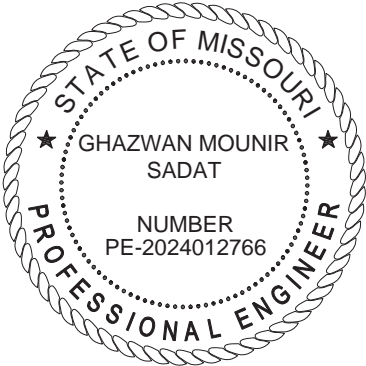
N.T.S.

2 DIESEL SIGN

N.T.S.

3 FLAMMABLE SIGN

N.T.S.



Expires: 12-31-2026

SITE #: A5P0093A
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SHEET TITLE:
SIGNANGE

SHEET NUMBER:
A-3

4 DIESEL

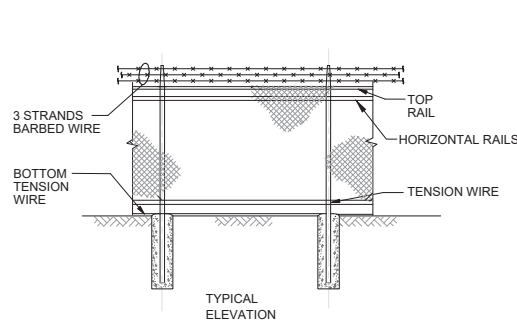
N.T.S.

5 HAZARD LEVEL INDICATOR SIGN

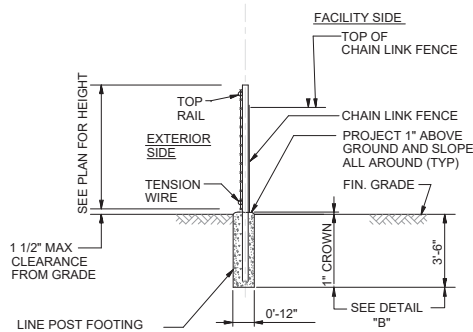
N.T.S.

6 NO SMOKING SIGN

N.T.S.



WOVEN WIRE FENCE



TYPICAL SECTION

GENERAL NOTES

1. ALL WELDING SHALL BE COATED WITH (3) COATS OF COLD GALV. (OR EQUAL)
2. ALL OPEN POSTS SHALL HAVE END-CAPS.
3. ALL SIGNS MUST BE MOUNTED ON INSIDE OF FENCE FABRIC.
4. NO SCREENING SHALL INTERFERE WITH SIGHT REQUIREMENTS FOR SAFE INGRESS AND EGRESS
5. DURING CONSTRUCTION, GENERAL CONTRACTOR WILL CONFORM TO THE STATE STANDARD PROCEDURES FOR EROSION CONTROL BASED ON "THE STATE PROCEDURES FOR URBAN SOIL EROSION AND SEDIMENTATION CONTROL MANUAL", LATEST EDITION..

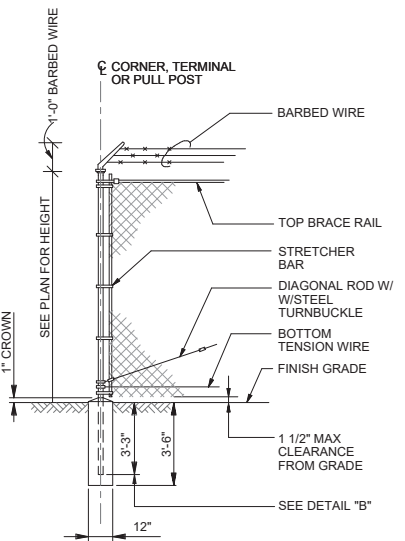
TYPICAL FENCING NOTES

(INSTALL FENCING PER ASTM F-567, SWING GATES PER ASTM F- 900)

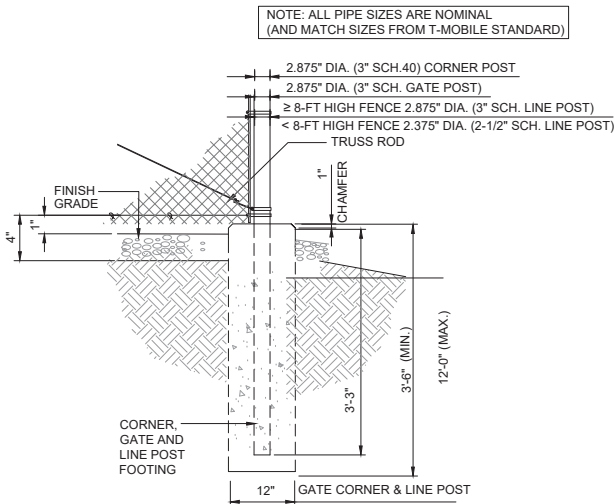
1. GATE POST, CORNER, TERMINAL OR PULL POST 3" SCHEDULE 40
2. FOR GATE WIDTHS UP THRU 6 FEET OR 12 FEET FOR DOUBLE SWING
3. GATE PER ASTM-F1083.
4. LINE POST: 3" SCHEDULE 40 PIPE PER ASTM-F1083.
5. GATE FRAME: 1-5/8" SCHEDULE 40 PIPE PER ASTM-F1083.
6. TOP RAIL & BRACE RAIL: 1-1/4" SCHEDULE 40 PIPE PER ASTM-F1083.
7. FABRIC: 9 GA. CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM-A392.
8. TIE WIRE: MINIMUM 9 GA. GALVANIZED STEEL AT POSTS AND RAILS A SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE BY HOG RINGS SPACED MAX 24" INTERVALS.
9. TENSION WIRE: 7 GA. GALVANIZED STEEL.
10. GATE LATCH: 1-3/8" O.D. PLUNGER ROD W/ MUSHROOM TYPE CATCH AND LOCK, KEYS ALIKE FOR ALL SITES IN A GIVEN MTA.
11. LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLIED IF REQUIRED.
12. HEIGHT = SEE SITE PLAN FOR HEIGHT
13. PICKETS TO BE 7/8" THICK NO. 1 SPRUCE (IF APPLICABLE).
14. ALL HARDWARE TO BE HOT DIP GALVANIZED.
15. ALL MATERIALS ARE FURNISHED, DELIVERED & INSTALLED BY CONTRACTOR.



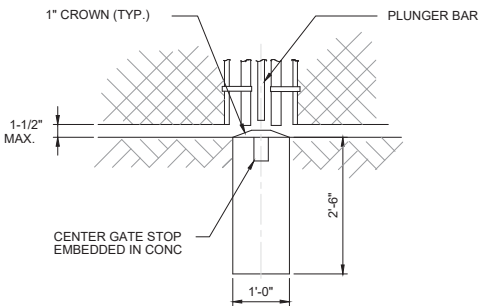
1 NEW CHAIN LINK FENCE DETAILS & NOTES
SCALE: NTS



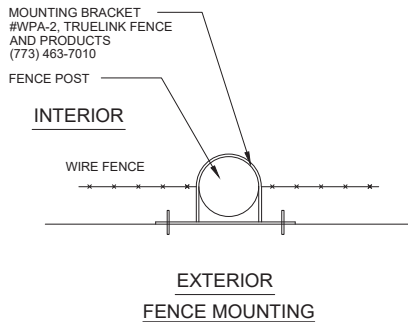
WOVEN WIRE CORNER, GATE, TERMINAL OR PULL POST



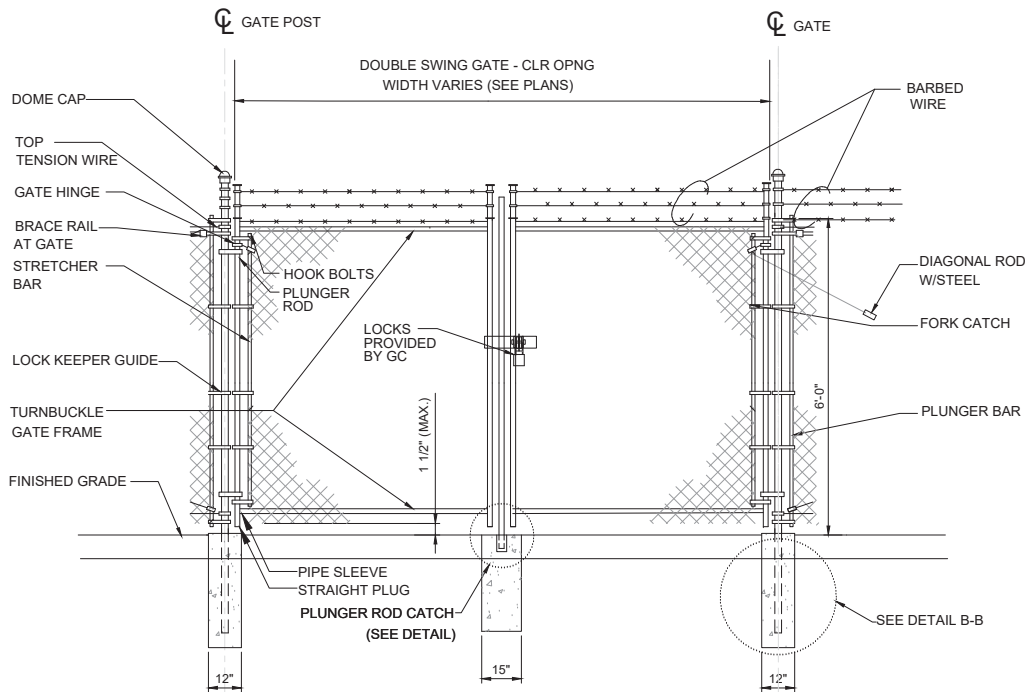
DETAIL "B" POST FOOTING



MUSHROOM CAP DETAIL



EXTERIOR FENCE MOUNTING



WOVEN WIRE SWING GATE, DOUBLE



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Expires: 12-31-2026

SITE #: A5P0093A
CITY OF WILLARD
519 E. JACKSON
WILLARD, MO 65781

SHEET TITLE:
CHAIN-LINK FENCE
DETAILS

SHEET NUMBER:

A-4



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DOWNERS GROVE, IL 60515
MAIN: (773) 444-5400



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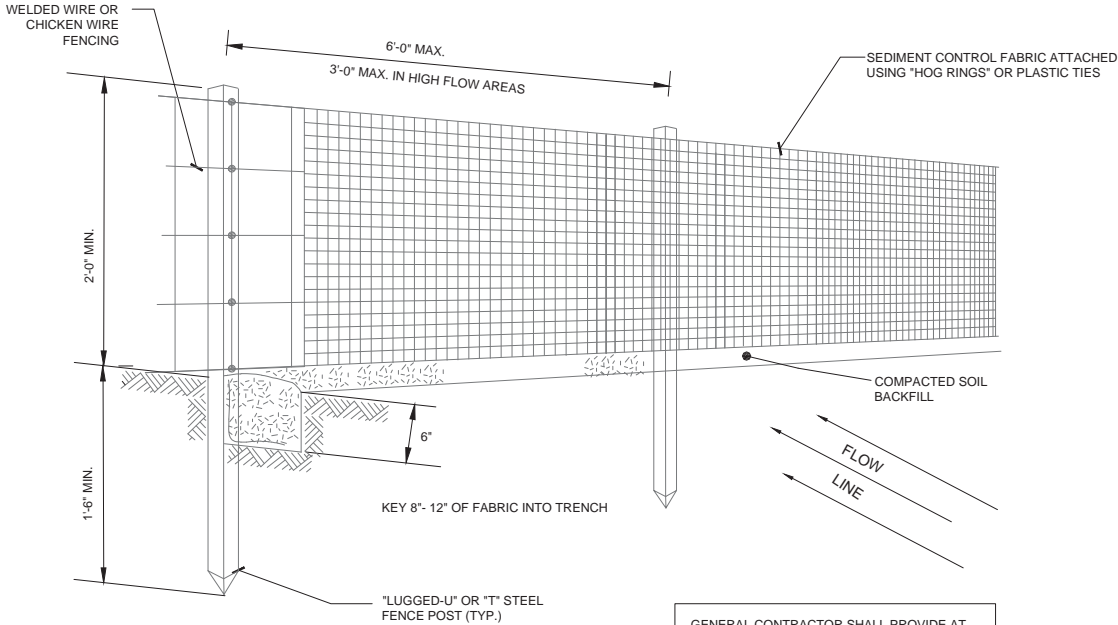
SITE #: A5P0093A
CITY OF WILLARD
519 E. JACKSON
WILLARD, MO 65781

SHEET TITLE:
ARCHITECTURAL
& CIVIL DETAILS

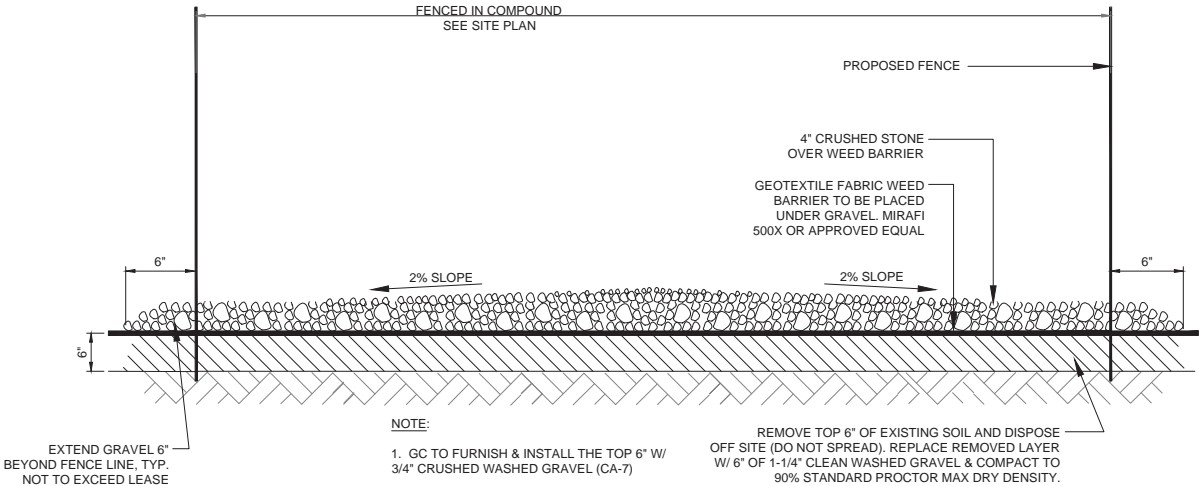
SHEET NUMBER:

A-5

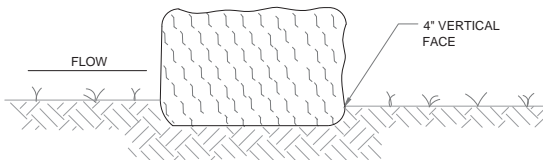
NOTE:
PRIOR TO BIDDING AND CONSTRUCTION, GC TO REVIEW
GEOTECHNICAL REPORT AND FOUNDATION
RECOMMENDATIONS. REFER TO GEOTECH REPORT FOR
ANY ADDITIONAL SPECIFICATION AND/OR
RECOMMENDATIONS PRIOR TO BID



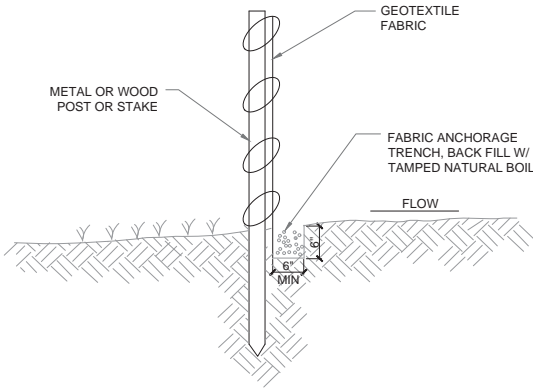
1 **SOIL EROSION CONTROL**
SCALE: N.T.S.



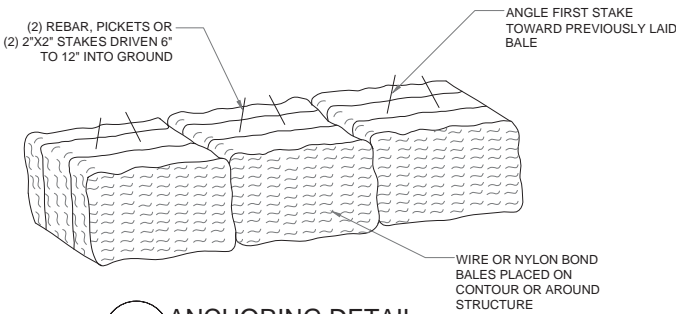
2 **SITE COMPOUND GRAVEL DETAIL**
SCALE: N.T.S.



3 **EMBEDDING DETAIL**
SCALE: N.T.S.



4 **SILT FENCE DETAIL**
SCALE: N.T.S.



5 **ANCHORING DETAIL**
SCALE: N.T.S.

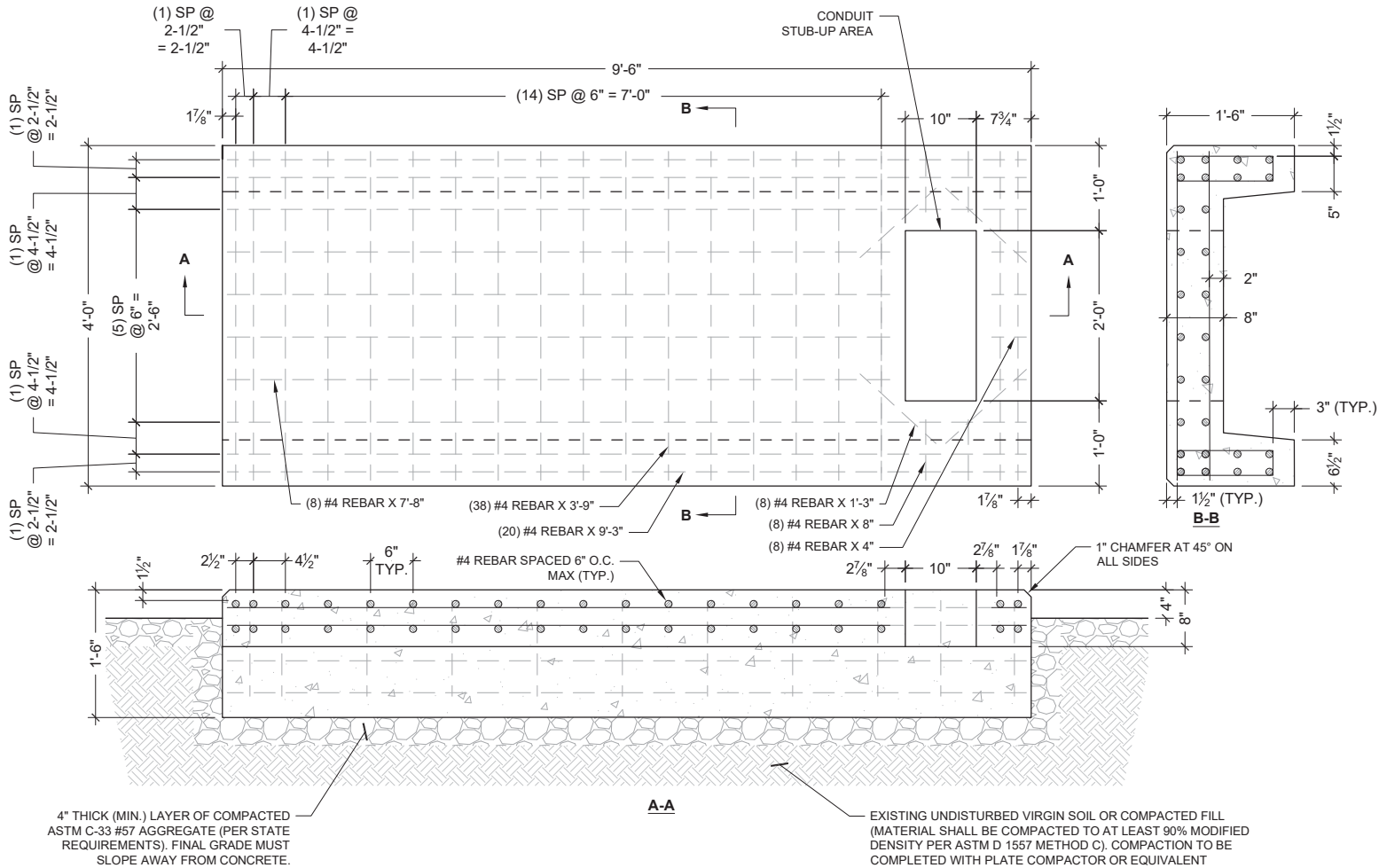
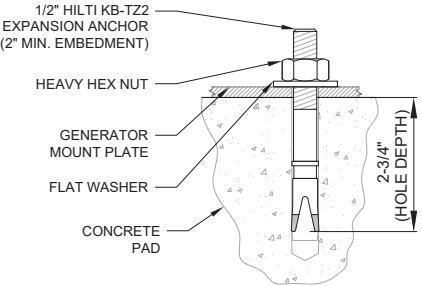
NOTE:
1. BOLTS CAN BE INSTALLED 3 DAYS AFTER POURING CONCRETE PROVIDED THE KWIK BOLTS ARE ONLY TIGHTENED TO A SNUG TIGHT CONDITION.
2. APPLY "HILTI" HIT-RE 500-SD EPOXY TO ALL GAPS TO PREVENT WATER/MOISTURE BUILD-UP.
3. PROVIDE 5 ANCHOR BOLTS PER EACH SIDE OF THE TANK BASE PER MANUFACTURER'S RECOMMENDATIONS.

GENERATOR CONNECTION DESIGN CRITERIA:			
1. GENERATOR ANCHORS ARE DESIGNED TO MEET THE INTERNATIONAL BUILDING CODE 2018 CRITERIA FOR WIND SPEED.			
2. WIND PARAMETERS:			
SURVIVAL WIND VELOCITY PER ASCE7-10	140 MPH		
EQUIVALENT WIND VELOCITY PER ASCE7-05	108 MPH		
WIND EXPOSURE	B		
WIND RISK CATEGORY	II		
WIND IMPORTANCE FACTOR	1.0		

- CONCRETE PAD CONSTRUCTION NOTES**
1. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 5,000 PSI.
 2. CONCRETE SLUMP: 2" TO 4".
 3. AIR ENTRAINMENT: 5% TO 7%.
 4. REINFORCED CONCRETE CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH ACI STANDARDS 318.
 5. MINIMUM CLEAR CONCRETE COVER FOR REBAR IS 1 1/2".
 6. REINFORCING MATERIAL SHALL BE IN ACCORDANCE WITH ASTM A615.
 7. ALL REBARS SHALL BE SECURELY WIRE TIED TO PREVENT DISPLACEMENT DURING POURING OF CONCRETE.
 8. CONCRETE VOLUME: 1.17 CUBIC YARDS.

- CONCRETE PAD AND EMBEDMENT TOLERANCES**
1. CONCRETE DIMENSIONS: PLUS OR MINUS 1/4".
 2. REINFORCING STEEL PLACEMENT: PLUS OR MINUS 1/4" INCLUDING CONCRETE COVER.

- FOUNDATION NOTES**
1. FOUNDATION WAS DESIGNED BY ASSUMING ALLOWABLE SOIL BEARING CAPACITY OF 1,500 PSF.
 2. THE SOIL UNDERNEATH THE CONCRETE PAD MUST BE FREE OF ORGANIC MATTER OR OTHER DELETERIOUS SUBSTANCES, AND SHOULD BE LEVELED AND COMPACTED TO 90% MODIFIED PROCTOR DENSITY BEFORE PLACING THE FOUNDATION. PAD SHALL BE INSTALLED LEVEL TO WITHIN +/- 1/8".



1 CONCRETE PAD DETAIL
SCALE: 1"=1'-0" (1"=2'-0" IF 11 X 17 SHEET SIZE)



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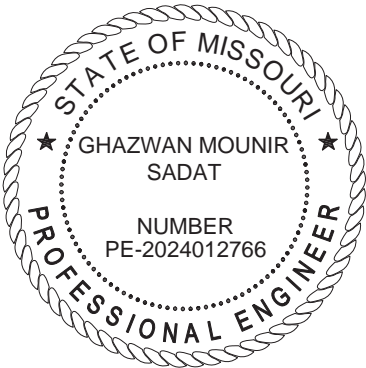


361 RANDY RD, UNIT 101
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MAIN: (847) 708-7500

PROFESSIONAL DESIGN FIRM
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Expires: 12-31-2026

SITE #: A5P0093A
CITY OF WILLARD
519 E. JACKSON
WILLARD, MO 65781SS

SHEET TITLE:
CONCRETE PAD DETAILS

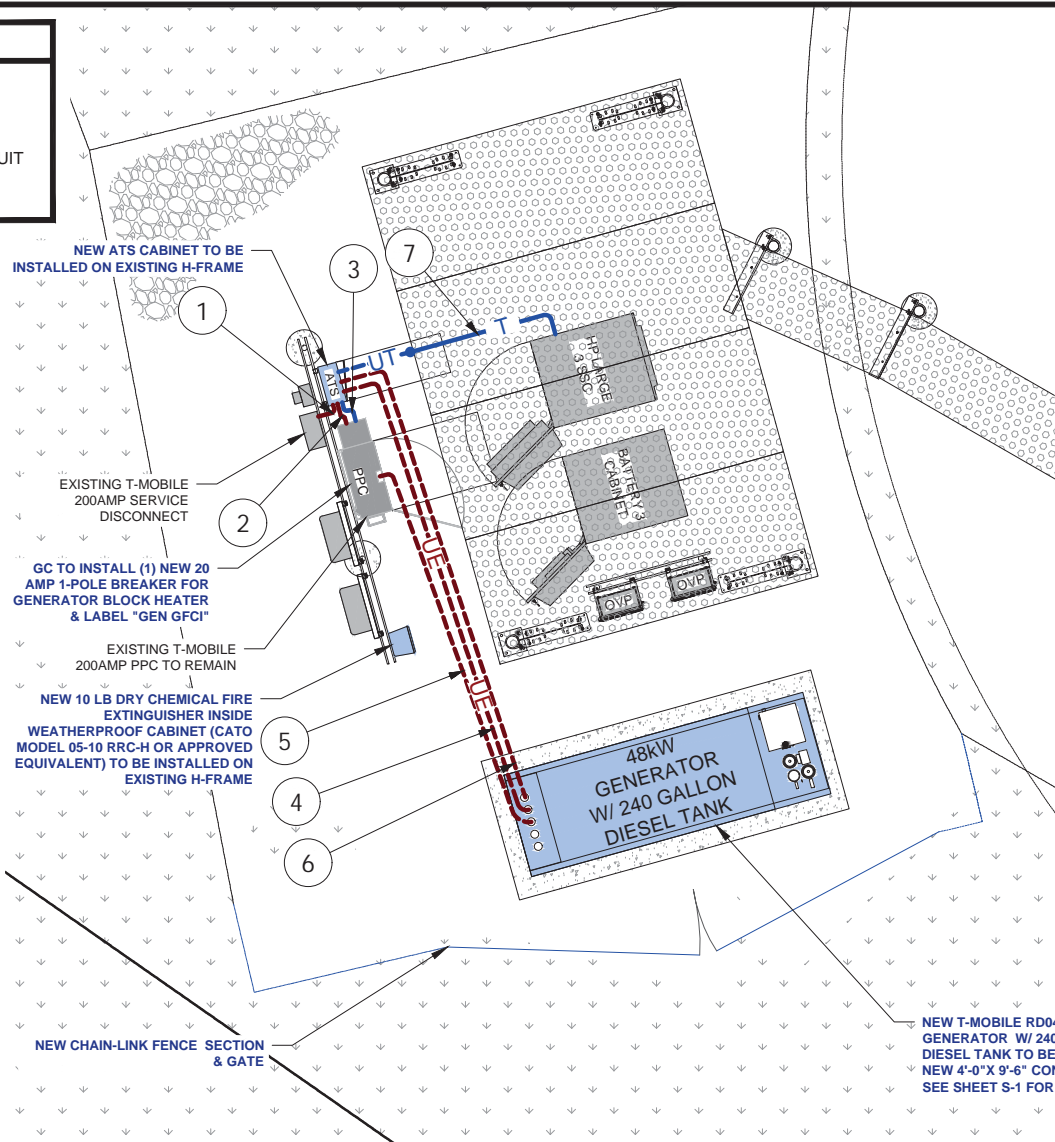
SHEET NUMBER:
S-1

LEGEND

- UT-- UNDERGROUND ALARM CONDUIT
— T — ALARM CABLE
--UE-- UNDERGROUND ELECTRIC CONDUIT
— E — ELECTRIC CONDUIT

IMPORTANT NOTES:

- GC TO ORDER UTILITY LOCATE SERVICE IN ORDER TO LOCATE AND PROTECT ANY AND ALL SURFACE UTILITIES; GC IS RESPONSIBLE OF LOCATING AND PROTECTING ALL UTILITIES DURING CONSTRUCTION.
- THESE PLANS MAY NOT CONTAIN OR REVEAL ALL SUBSURFACE UTILITIES; GC IS RESPONSIBLE OF LOCATING AND PROTECTING ALL UTILITIES DURING CONSTRUCTION.
- GC WILL NOT START CONSTRUCTION UNTIL AFTER THEY RECEIVE THE PRE CON PACKAGE AND HAVE A PRE CON WALK WITH THE CLIENT PM
- ALL UNISTRUT, FASTENERS, HARDWARE, ETC; ARE TO BE EITHER HOT-DIPPED GALVANIZED OR STAINLESS STEEL. GENERAL CONTRACTOR SHALL NOT USE ZINC-PLATED OR PRE-GALVANIZED
- WIRE SIZES SHOWN ARE ESTIMATED MINIMUMS. IT IS THE ELECTRICAL CONTRACTOR'S RESPONSIBILITY TO IDENTIFY AND COMPLY WITH THE APPLICABLE LOCAL ELECTRICAL AND BUILDING CODES IN ADDITION TO NEC 2008 AND FOLLOW WHICHEVER IS MORE CONSERVATIVE. CONTRACTOR SHALL ESTIMATE PHASE CONDUCTOR SIZE & UTILIZE THE APPROPRIATE WIRE SIZE AND TYPE ASSUMING A 3% VOLTAGE DROP. CONTRACTOR TO CONFIRM WITH LOCAL ELECTRICAL INSPECTOR PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF DISCREPANCIES PRIOR TO CONSTRUCTION START.
- POWER ROUTE TO BE CONFIRMED WITH T-MOBILE PRIOR TO CONSTRUCTION START.
- GC TO HAND DIG ALL NEW TRENCHES INSIDE COMPOUND.



1 UTILITY PLAN
SCALE: 3/8"=1'-0" (3/8"=2'-0" IF 11x17 SHEET SIZE)

UTILITY LEGEND

NO.	FROM	TO	WIRE QTY. & TYPE	GROUND (SIZE FOR CU WIRE)	CONDUIT SIZE	FUNCTION	APPROXIMATE CONDUIT LENGTH
1	EXISTING SERVICE DISCONNECT (200A, 120/240V, 1Ø, 3W)	ATS	(3) 3/0	(1) #6	2" RIGID RMC (ABOVE GROUND), UNDERGROUND SCH. 40 GREY PVC	NORMAL POWER FEEDER TO ATS	±12'
2	ATS	PPC	(3) 3/0	(1) #6	2" RIGID RMC (ABOVE GROUND), UNDERGROUND SCH. 40 GREY PVC	POWER FEEDER TO PPC	±9'
3	ATS	PPC	(5) #18 TYPE TC WIRES	N/A	1" RIGID RMC (ABOVE GROUND), UNDERGROUND SCH. 40 GREY PVC	ALARM CIRCUIT	±9'
4	GENERATOR	ATS	(3) 3/0	(1) #6	2" RIGID RMC (ABOVE GROUND), UNDERGROUND SCH. 40 GREY PVC	EMERGENCY POWER FEEDER TO ATS	±43'
5	GENERATOR	PPC	(4) #12	(2) #12	1" RIGID RMC (ABOVE GROUND), UNDERGROUND SCH. 40 GREY PVC	(1) 20 AMP 1-POLE BREAKER FOR GENERATOR BLOCK HEATER	±46'
6	GENERATOR	ATS	(5) #18 TYPE TC WIRES	N/A	1" RIGID RMC (ABOVE GROUND), UNDERGROUND SCH. 40 GREY PVC	CIRCUIT FOR BATTERY CHARGER & COMMERCIAL POWER SENSING	±43'
7	ATS	FSEE (ALARM BOX)	(2) CAT6 CABLES	N/A	1" RIGID RMC (ABOVE GROUND), UNDERGROUND SCH. 40 GREY PVC	ALARM CABLES (RUN INTO ALARM BOX. PROVIDE 24" OF SLACK CABLE. FINAL PUNCH DOWN IS BY GC. LABEL ALL WIRES)	±26'

NOTE: * THE CONDUIT LENGTH GIVEN IS BASED ON THE DRAWING +15%. THE EXACT LENGTH TO BE VERIFIED IN FIELD. GC TO VERIFY LENGTHS AFTER COORDINATING W/ SERVICE UTILITY COMPANIES.



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PROFESSIONAL DESIGN FIRM
CERTIFICATE OF AUTHORIZATION # A-2024018412

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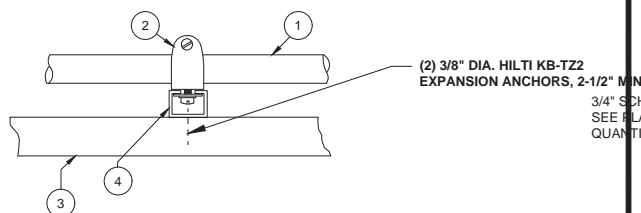


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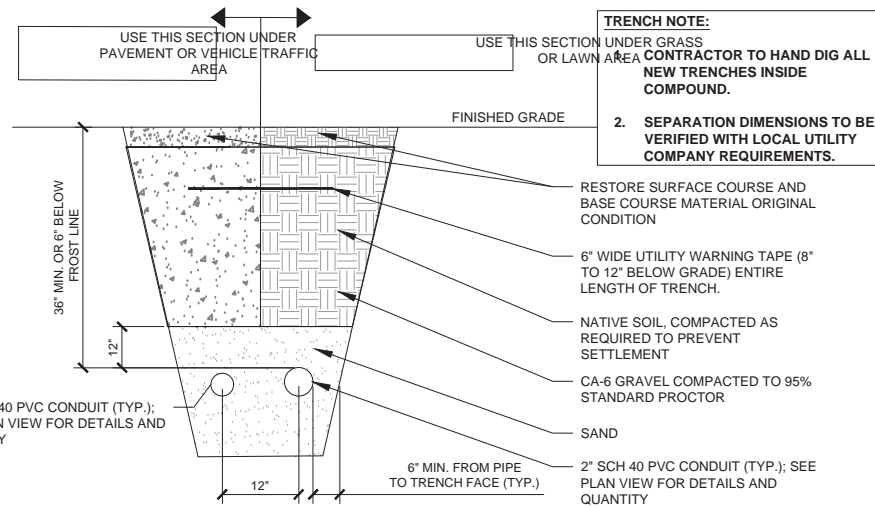
UNISTRUT MOUNTING CHART

CONSTRUCTION TYPE	USE
CONCRETE (SOLID)	3/8"Ø HILTI HIT-HY150 ADHESIVE ANCHOR WITH SCREEN, MINIMUM EMBEDMENT 2-1/2"

- CONDUIT
- FIMO OR BUTTERFLY CLAMP AS REQUIRED
- EXISTING CONCRETE PAD
- "UNISTRUT" P1000 "T" SERIES LENGTH BASED ON NUMBER OF CONDUIT TO BE MOUNTED



2 ABOVE GROUND CONDUIT SUPPORT DETAILS
SCALE: N.T.S.



3 JOINT UTILITY TRENCH DETAIL
N.T.S.



GC TO INSTALL (1) NEW 20 AMP 1-POLE BREAKER FOR GENERATOR BLOCK HEATER & LABEL "GEN GFCI"

4 PPC DETAILS
N.T.S.

SITE #: A5P0093A
CITY OF WILLARD
519 E. JACKSON
WILLARD, MO 65781

SHEET TITLE:
UTILITY PLAN AND
DETAILS

SHEET NUMBER:

E-1



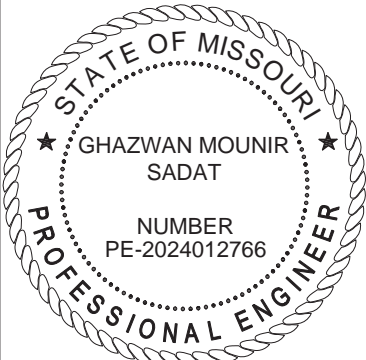
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Expires: 12-31-2026

SITE #: A5P0093A
CITY OF WILLARD
519 E. JACKSON
WILLARD, MO 65781SNTS

SHEET TITLE:
ONE LINE DIAGRAM

SHEET NUMBER:
E-1A

MATERIALS NOTES:

A ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING & VERIFYING THE TYPE OF ELECTRICAL SERVICE AS WELL AS THE ACTUAL CONDUIT DISTANCE TO SERVICE POINT -- ELECTRICAL CONTRACTOR TO NOTIFY ENGINEER OF DISCREPANCIES IMMEDIATELY -- OTHERWISE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR SIZING PHASE CONDUCTORS FROM THE SERVICE POINT TO LOAD CENTER IN ORDER TO COMPLY WITH THE LOCAL BUILDING/ELECTRICAL CODE AS WELL AS THE NEC AND UTILITY COMPANY REQUIREMENTS

B ELECTRICAL CONTRACTOR TO FURNISH & INSTALL NEW SERVICE GROUND IN COMPLIANCE WITH LOCAL ELECTRICAL, NEC & ELECTRICAL UTILITY REQUIREMENTS.

SERVICE EQUIPMENT NOTES:

- 1.) SERVICE EQUIPMENT SHALL HAVE A SHORT CIRCUIT TO WITHSTAND RATING THAT IS EQUAL TO OR EXCEEDS THE MAXIMUM AVAILABLE FAULT CURRENT AT THE SUPPLY TERMINAL. THE INSTALLATION SHALL BE FREE FROM ANY SHORT CIRCUITS AND GROUNDS.
- 2.) ALL ELECTRICAL EQUIPMENT SHALL BE ANCHORED TO WITHSTAND 80 M.P.H. WIND SPEED, EXPOSURE C.
- 3.) ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT ENGRAVED PLASTIC LABELS.
- 4.) PATCH, REPAIR AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF ELECTRICAL WORK.

CONDUIT NOTES:

- 1.) RGS SHALL BE USED WHEN INSTALLED IN OR UNDER CONCRETE SLABS, IN CONTACT WITH EARTH, OR EXPOSED ABOVE GRADE.
- 2.) EMT SHALL BE USED ONLY FOR INTERIORS RUNS AND SHALL HAVE COMPRESSION TYPE FITTINGS.
- 3.) SEALTITE, FLEXIBLE CONDUIT MAY BE USED WHERE CODE PERMITS. ALL CONDUIT SHALL HAVE FULL SIZE EQUIPMENT GROUND WIRE.
- 5.) SERVICE CONDUITS SHALL HAVE NO MORE THAN (3) -90° BENDS IN ANY SINGLE RUN. THE ELECTRICAL CONTRACTOR SHALL PROVIDE PULL BOXES AS NEEDED WHERE CONDUIT REQUIREMENTS EXCEED THESE CONDITIONS.
- 6.) SERVICE CONDUIT SHALL BE AT A MINIMUM DEPTH OF 42".
- 7.) ALL COAX, POWER AND TELEPHONE SYSTEM CONDUIT SHALL HAVE A MINIMUM 36" RADIUS SWEEPS TO EQUIPMENT, PULL BOXES, TOWER, ETC., UNLESS OTHERWISE NOTED, OR AS REQUIRED BY UTILITY COMPANIES.

NOTES ON POWER COORDINATION:

- 1.) ROUTING SHOWN IS BASED ON ASSUMPTIONS MADE FROM VISUAL FIELD OBSERVATIONS OF EXISTING EQUIPMENT.
- 2.) THESE PLANS/DIAGRAM MAY OR MAY NOT REFLECT AND/OR CONTAIN THE FINAL SCENARIO FOR POWER OR FIBER ROUTING.
- 3.) THE ELECTRICAL DESIGN SHOWN IS FOR PERMITTING PURPOSES ONLY AND IS NOT FOR CONSTRUCTION.
- 4.) CONCORDIA IS NOT RESPONSIBLE FOR CODE COMPLIANCE OR COMPLIANCE WITH POWER CODE.
- 5.) ELECTRICIAN IS REQUIRED TO CONFIRM COMPLIANCE OF SITE WITH LOCAL, COUNTY, STATE AND/OR NATIONAL ELECTRICAL CODES. THE MOST RESTRICTIVE OF SUCH CODES SHALL GOVERN AND BE APPLICABLE.
- 6.) ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING FINAL SCENARIO & CODE COMPLIANCE & IS RESPONSIBLE FOR COORDINATING WITH T-MOBILE POWER COORDINATOR.
- 7.) ELECTRICAL CONTRACTOR SHALL BID ON THESE PLANS USING THE WORST CASE SCENARIO.

CONDUCTOR NOTES:

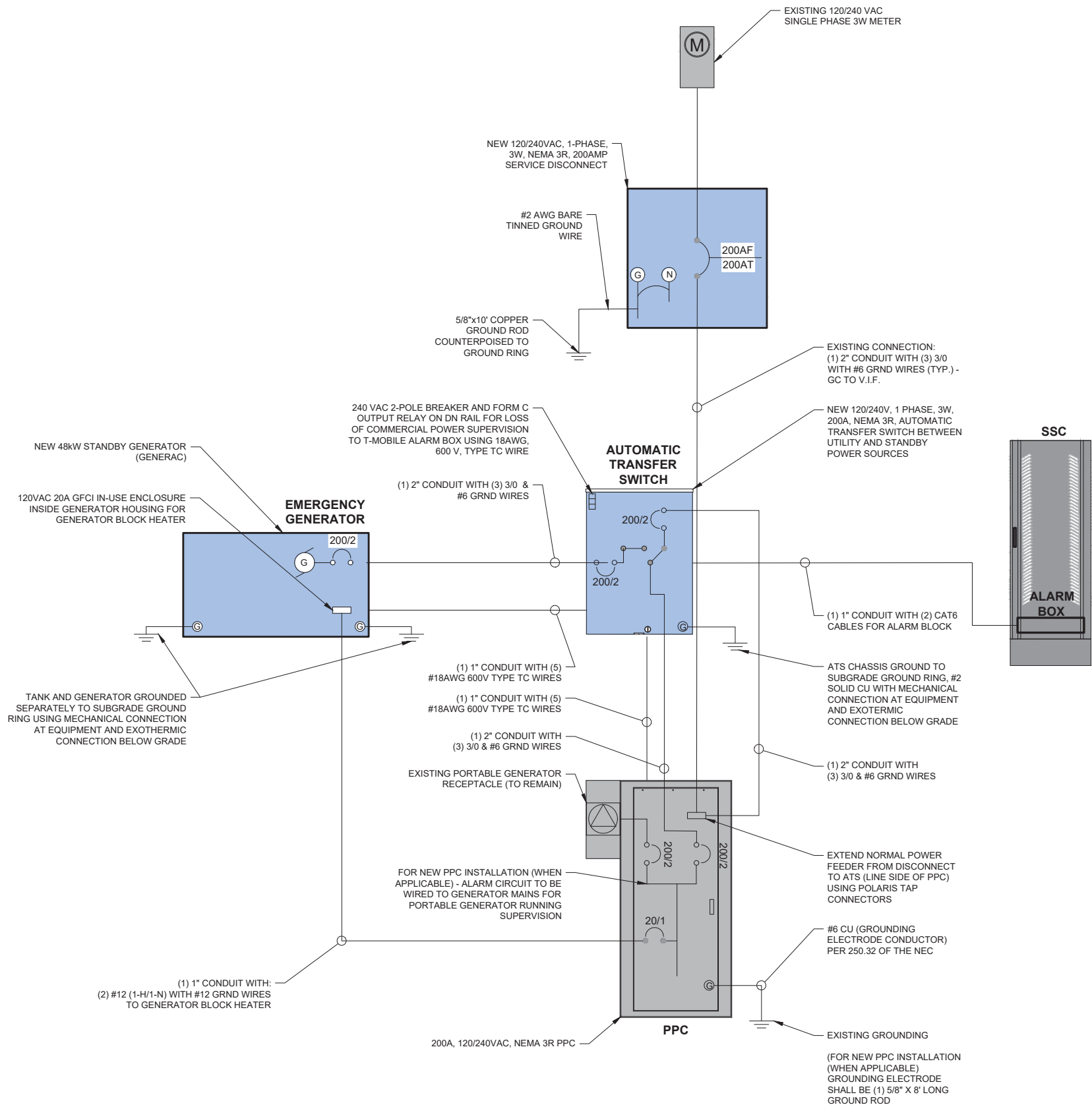
- 1.) ALL CONDUCTORS SHALL BE COPPER
- 2.) ALL WIRING SHALL BE COPPER WITH XHHW/THWN DUAL RATED 600 VOLTS INSULATION.
- 3.) CONDUCTORS SHALL BE 12 AWG MINIMUM UNLESS SPECIFICALLY NOTED OTHERWISE.
- 4.) GROUNDING CONDUCTORS SHALL BE SOLID TINNED COPPER UNLESS OTHERWISE NOTED.

CONDUIT MATERIAL SCHEDULE:

- UNLESS NOTED OTHERWISE, ALL CONDUIT RUNS SHALL CONFORM TO THE FOLLOWING :
- 1.) ALL BELOW GRADE HORIZONTAL CONDUITS SHALL BE PVC
 - 2.) ALL BELOW GRADE 3" Ø @ 45° BENDS SHALL BE STEEL W/THREADED CONNECTIONS.
 - 3.) SEALTITE FLEXIBLE CONDUIT MAY BE USED WHERE CODE PERMITS.

LEGEND

- EXISTING EQUIPMENT TO REMAIN
- NEW EQUIPMENT



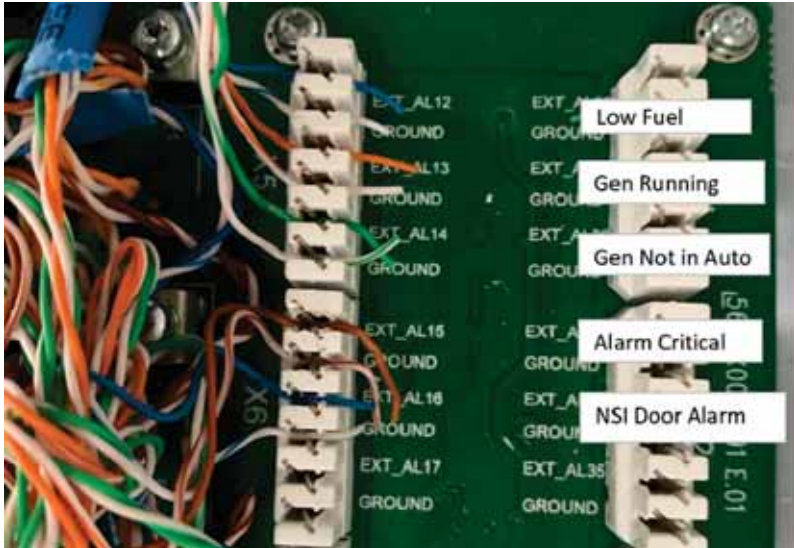
1

ONE LINE DIAGRAM
SCALE: N.T.S

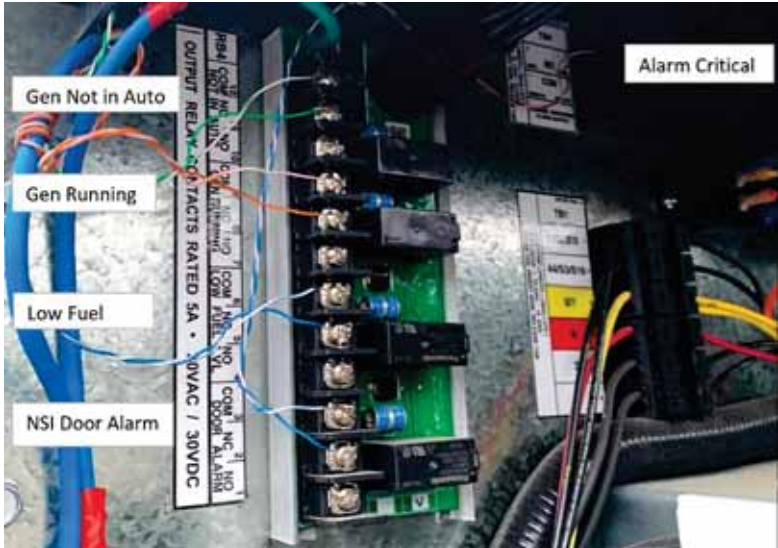
ALARM LABEL CODING (GENERATOR TO FSEB)												
GENERAC GENERATOR, LOCP RELAY INSTALLED			TERMINATION AT FSEB				TERMINATION AT GENERATOR					
NAME	LINE #	DESCRPTION	POLARITY	EAC CABLE	WIRES	TERMINAL BLOCK	WIRES	TERMINAL BLOCK	WIRES	TERMINATION	WIRES	TERMINATION
GENERATOR LOW FUEL	13	NC#5-LOW FUEL	NC	CAT6 TO GENERATOR RELAY	WHITE/BLUE	X4111 PIN 13	BLUE	X4110 PIN 13	WHITE/BLUE	GENERAC CUSTOMER CONNECTION RB4 #3	BLUE	GENERAC CUSTOMER CONNECTION RB4 #2
GENERATOR RUNNING	14	NC#8-GEN RUNNING	NC	CAT6 TO GENERATOR RELAY	WHITE/ORANGE	X4111 PIN 14	ORANGE	X4110 PIN 14	WHITE/ORANGE	GENERAC CUSTOMER CONNECTION RB4 #9	ORANGE	GENERAC CUSTOMER CONNECTION RB4 #8
GENERATOR NOT IN AUTO	15	NC#11-NOT IN AUTO	NC	CAT6 TO GENERATOR RELAY	WHITE/GREEN	X4111 PIN 15	GREEN	X4110 PIN 15	WHITE/GREEN	GENERAC CUSTOMER CONNECTION RB4 #12	GREEN	GENERAC CUSTOMER CONNECTION RB4 #11
GENERATOR ALARM CRITICAL	16	COMMON SHUTDOWN ALARM OUTPUT	NC	CAT6 TO GENERATOR RELAY	WHITE/BROWN	X4111 PIN 16	BROWN	X4110 PIN 16	WHITE/BROWN	GENERAC CUSTOMER CONNECTION TB4 #2	BROWN	GENERAC CUSTOMER CONNECTION TB4 #1
GENERATOR ALARM NSI	17	NC#2-DOOR ALARM	NC	CAT6 TO GENERATOR RELAY	WHITE/BLUE	X4111 PIN 17	BLUE	X4110 PIN 17	WHITE/BLUE	GENERAC CUSTOMER CONNECTION RB4 #6	BLUE	GENERAC CUSTOMER CONNECTION RB4 #5

ALARM LABEL CODING (GENERATOR TO FSEE)												
GENERAC GENERATOR, LOCP RELAY INSTALLED			TERMINATION AT FSEE ONLY IF STARTS ON 0				TERMINATION AT GENERATOR					
NAME	LINE #	DESCRPTION	POLARITY	EAC CABLE	WIRES	TERMINAL BLOCK	WIRES	TERMINAL BLOCK	WIRES	TERMINATION	WIRES	TERMINATION
GENERATOR LOW FUEL	12	NC#5-LOW FUEL	NC	CAT6 TO GENERATOR RELAY	WHITE/BLUE	X4111 PIN 12	BLUE	X4110 PIN 12	WHITE/BLUE	GENERAC CUSTOMER CONNECTION RB4 #3	BLUE	GENERAC CUSTOMER CONNECTION RB4 #2
GENERATOR RUNNING	13	NC#8-GEN RUNNING	NC	CAT6 TO GENERATOR RELAY	WHITE/ORANGE	X4111 PIN 13	ORANGE	X4110 PIN 13	WHITE/ORANGE	GENERAC CUSTOMER CONNECTION RB4 #9	ORANGE	GENERAC CUSTOMER CONNECTION RB4 #8
GENERATOR NOT IN AUTO	14	NC#11-NOT IN AUTO	NC	CAT6 TO GENERATOR RELAY	WHITE/GREEN	X4111 PIN 14	GREEN	X4110 PIN 14	WHITE/GREEN	GENERAC CUSTOMER CONNECTION RB4 #12	GREEN	GENERAC CUSTOMER CONNECTION RB4 #11
GENERATOR ALARM CRITICAL	15	COMMON SHUTDOWN ALARM OUTPUT	NC	CAT6 TO GENERATOR RELAY	WHITE/BROWN	X4111 PIN 15	BROWN	X4110 PIN 15	WHITE/BROWN	GENERAC CUSTOMER CONNECTION TB4 #2	BROWN	GENERAC CUSTOMER CONNECTION TB4 #1
GENERATOR ALARM NSI	16	NC#2-DOOR ALARM	NC	CAT6 TO GENERATOR RELAY	WHITE/BLUE	X4111 PIN 16	BLUE	X4110 PIN 16	WHITE/BLUE	GENERAC CUSTOMER CONNECTION RB4 #6	BLUE	GENERAC CUSTOMER CONNECTION RB4 #5

TERMINATIONS TO FSEB/FSEE



TERMINATIONS TO GENERATOR



- IMPORTANT NOTES:
1. A FLAG STYLE LABEL IS TO BE PLACED ON EACH ALARM CABLE NOT MORE THAN 5" FROM ANY TERMINATION POINT. THE CABLE LABELS ARE TO DEFINE THE CIRCUIT DESCRIPTION AND POINT OF TERMINATION ON EACH END OF THE CABLE WITH THE NEAR END ("THIS POSITION") AND FAR END ("TO POSITION") INFORMATION AND TERMINATION POINTS.
 2. ALARM WIRING TERMINATIONS SHALL BE RING OR FORK TONGUE VINYL INSULATED COMPRESSION TYPE, UL-CSA APPROVED MANUFACTURERS WITH 600V INSULATION.
 3. (2) OUTDOOR RATED CAT 6 CABLES TO BE UTILIZED FOR ALARM CONNECTIONS; POLYOLEFIN INSULATION, RIP CORD AND OUTER PVC JACKET.
 4. TERMINATIONS FOR SHIELDED ALARM CABLING SHALL BE SIMILAR, WITH TERMINATIONS FOR LOOP AND BRAIDED GROUND CONDUCTORS.
 5. ALL FIELD ALARMS INCLUDING GENERATOR ALARMS ARE TO ROUTE DIRECTLY TO THE ALARM BOX FOR TERMINATION.
 6. CLEARLY LABEL AND TAG ALL COMPONENTS.

LABELS AT FSEB/FSEE



LABELS AT GENERATOR



T-Mobile

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DOWNERS GROVE, IL 60515
MAIN: (773) 444-5400

Concordia

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CAROL STREAM, IL 60188
MAIN: (847) 708-7500

PROFESSIONAL DESIGN FIRM
CERTIFICATE OF AUTHORIZATION # A-2024018412

CHECKED BY: RH CHECKED BY: GMS

STATE OF MISSOURI

★

GHAZWAN MOUNIR
SADAT

★

NUMBER
PE-2024012766

PROFESSIONAL ENGINEER

Expires: 12-31-2026

SITE #: A5P0093A
CITY OF WILLARD
519 E. JACKSON
WILLARD, MO 65781

SHEET TITLE:
ALARM SCHEDULE

SHEET NUMBER:
E-2

GENERATOR NOTE:

1. GENERATOR SYSTEM SHALL BE SOLIDLY GROUNDED PER NEC 250.20.
2. BASE GROUND WIRES TO BE IN NON-METALLIC LIQUID TIGHT. GC TO SEAL OPEN ENDS WITH SILICONE.

LEGEND:

- MECHANICAL CONNECTION
- EXOTHERMIC CONNECTION

NOTE:
INSPECTION REQUIRED ON
EXOTHERMIC GROUNDING
CONNECTIONS

**NEW T-MOBILE GENERATOR W/ DIESEL TANK
TO BE INSTALLED ON NEW CONCRETE PAD**

BOND #2 TINNED SOLID
COPPER GROUND
CONDUCTOR TO GENERATOR
FRAME AS RECOMMENDED BY
GENERATOR MANUFACTURER.
(TYP.)

FINISHED GRADE

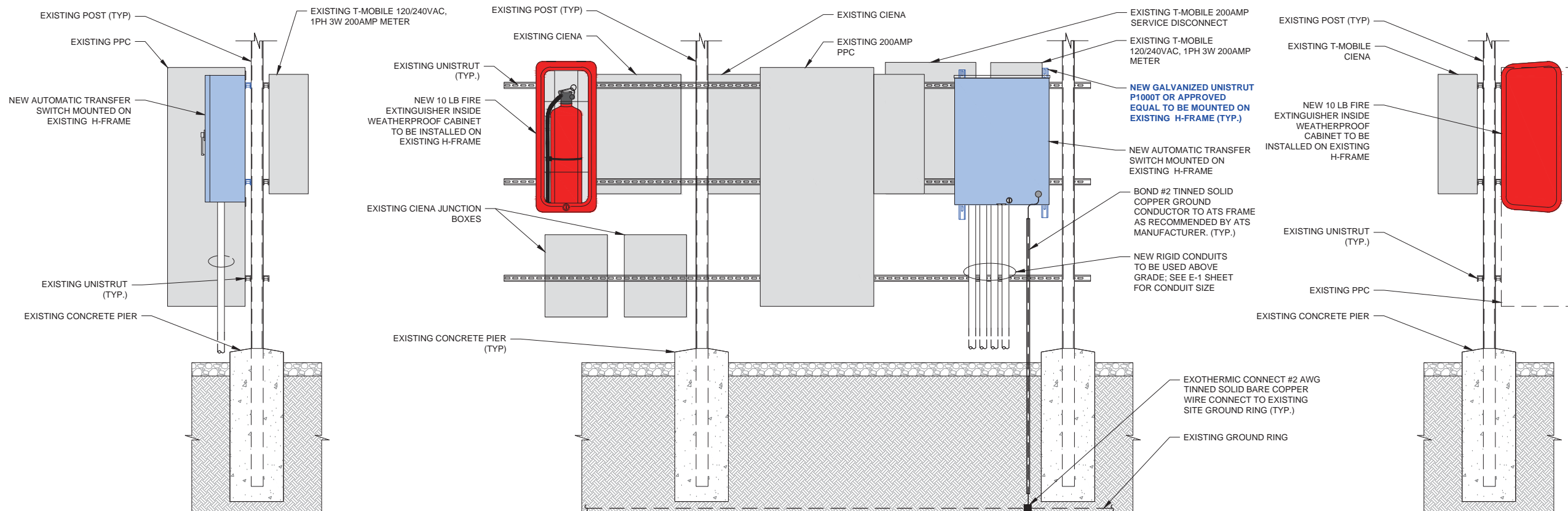
— GROUND RING

— EXTEND GROUND CONDUCTORS IN 1/2" RIGID H.W. CONDUIT ADJACENT TO PAD, OFFSET AND ATTACHED TO EXTERIOR OF GENERATOR HOUSING AND EXTEND TO GROUND LUGS AS REQUIRED. VERIFY LOCATION WITH MANUFACTURER

— EXOTHERMIC CONNECT #2 AWG
TINNED SOLID BARE COPPER
WIRE CONNECT TO EXISTING
SITE GROUND RING (TYP.)

1 GENERATOR GROUNDING ELEVATION (TYP.)

SCALE: N.T.S.



2 (TYP.) FIRE EXTINGUISHER MOUNTING AND GROUNDING DETAILS

SCALE: N.T.S.



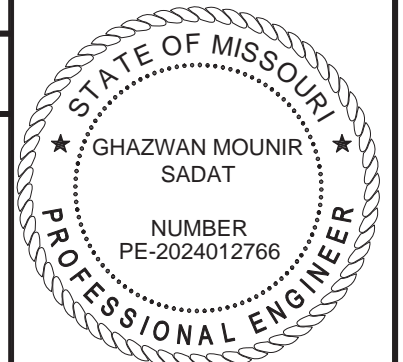
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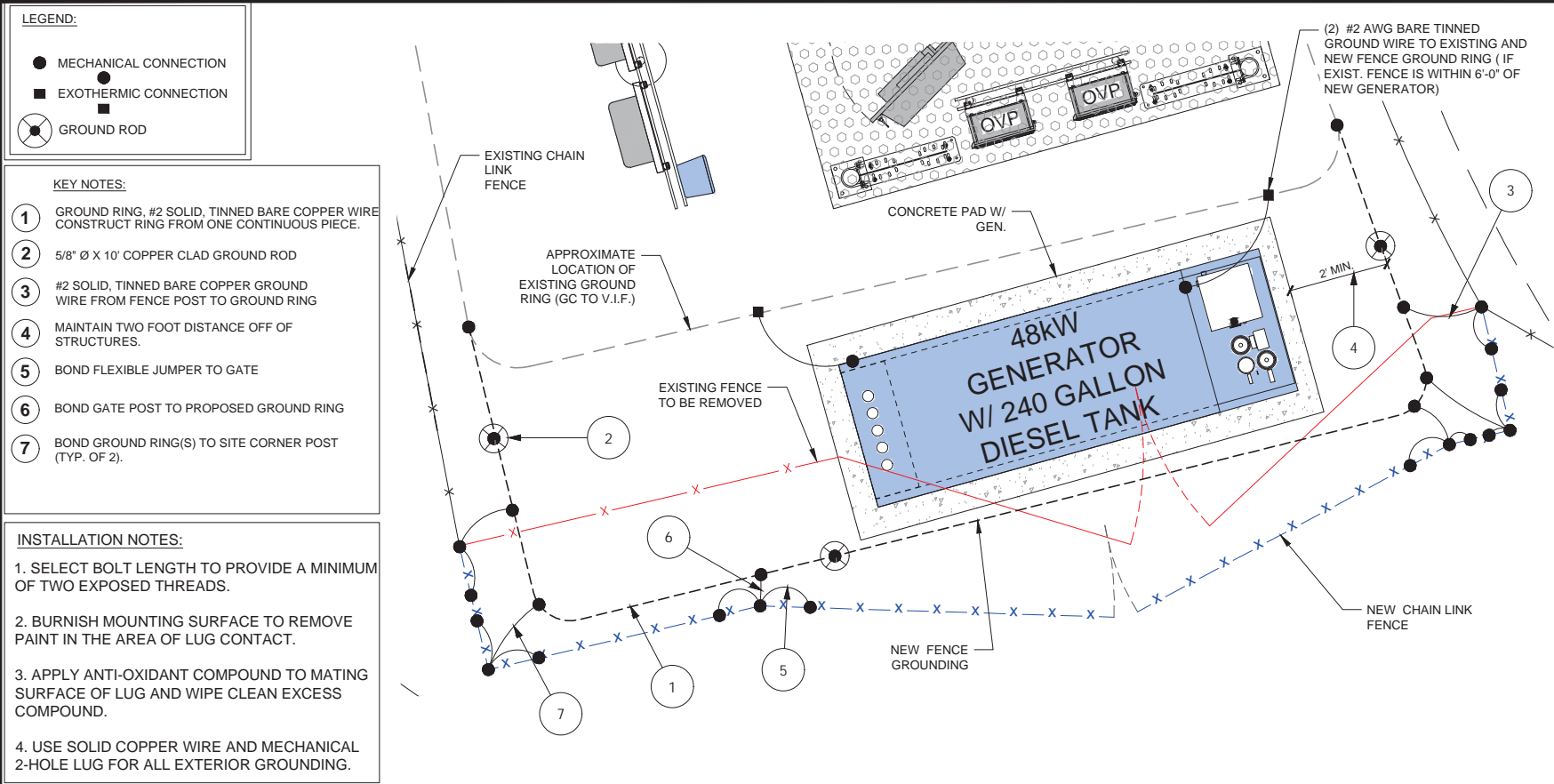
Expires: 12-31-2026

SITE #: A5P0093A
CITY OF WILLARD
519 E. JACKSON
WILLARD, MO 65781

SHEET TITLE:
GROUNDING DETAILS

SHEET NUMBER:

EG-1



CADWELD CONNECTIONS OR APPROVED EQUAL		BURNDY CONNECTIONS OR APPROVED EQUAL
 PARALLEL HORIZONTAL CONDUCTORS PARALLEL THROUGH CONNECTION OF HORIZONTAL CABLES TYPE PT	 HORIZONTAL STEEL SURFACE TO FLAT STEEL SURFACE OR HORIZONTAL PIPE TYPE HS	 "C" CONNECTOR HYPRESS TYPE YGHC
 THROUGH CABLE TO GROUND ROD THROUGH CABLE TO TOP OF GROUND ROD TYPE GT	 VERTICAL STEEL SURFACE CABLE DOWN AT 45° TO VERTICAL STEEL SURFACE INCLUDING PIPE TYPE VS	 BOND JUMPER FIELD FABRICATED GREEN STRANDED INSULATED TYPE 2-YA-2
 HORIZONTAL SPLICE SPLICE OF HORIZONTAL CABLES	 VERTICAL PIPE CABLE DOWN AT 45° TO RANGE OF VERTICAL PIPES TYPE VS	 COPPER LUGS TWO HOLE - LONG BARREL LENGTH TYPE YA-2

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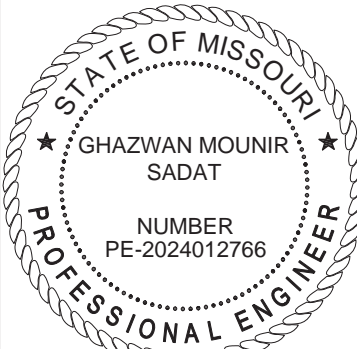
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Expires: 12-31-2026

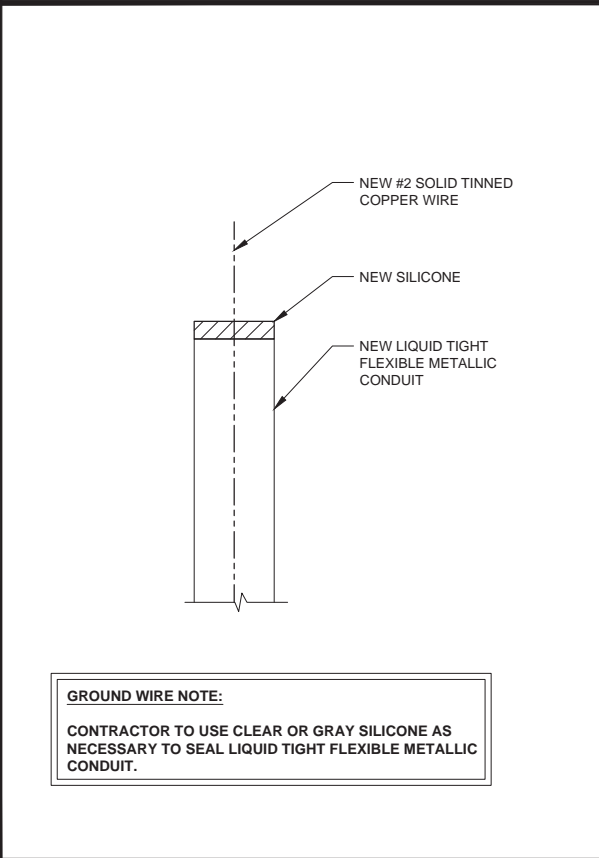
SITE #: A5P0093A
CITY OF WILLARD
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SHEET TITLE:
GROUNDING
DETAILS

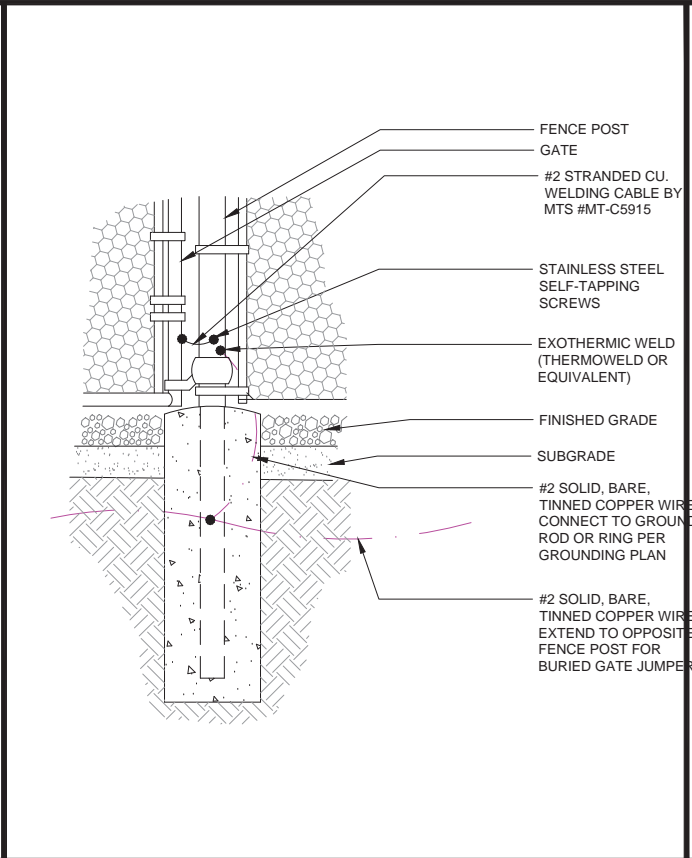
SHEET NUMBER:

EG-2

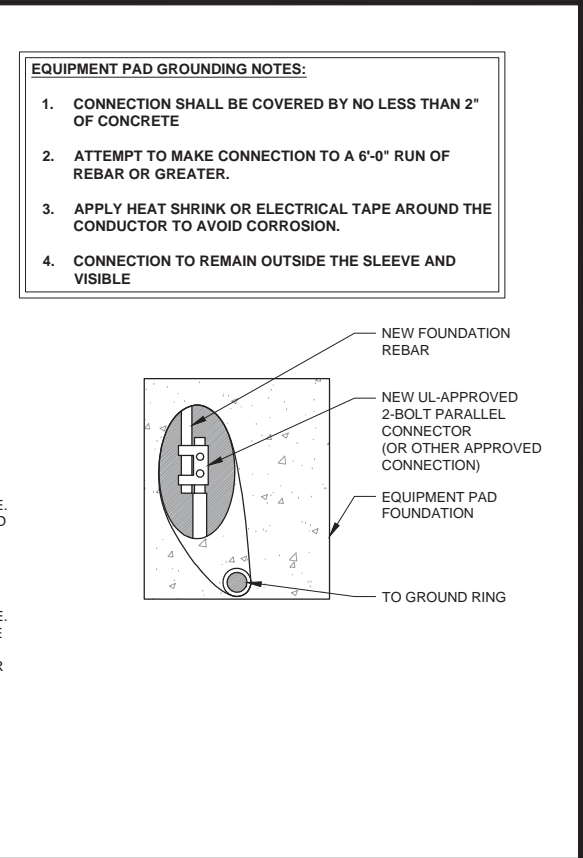
1 GROUNDING PLAN (TYP.)
SCALE: N.T.S.



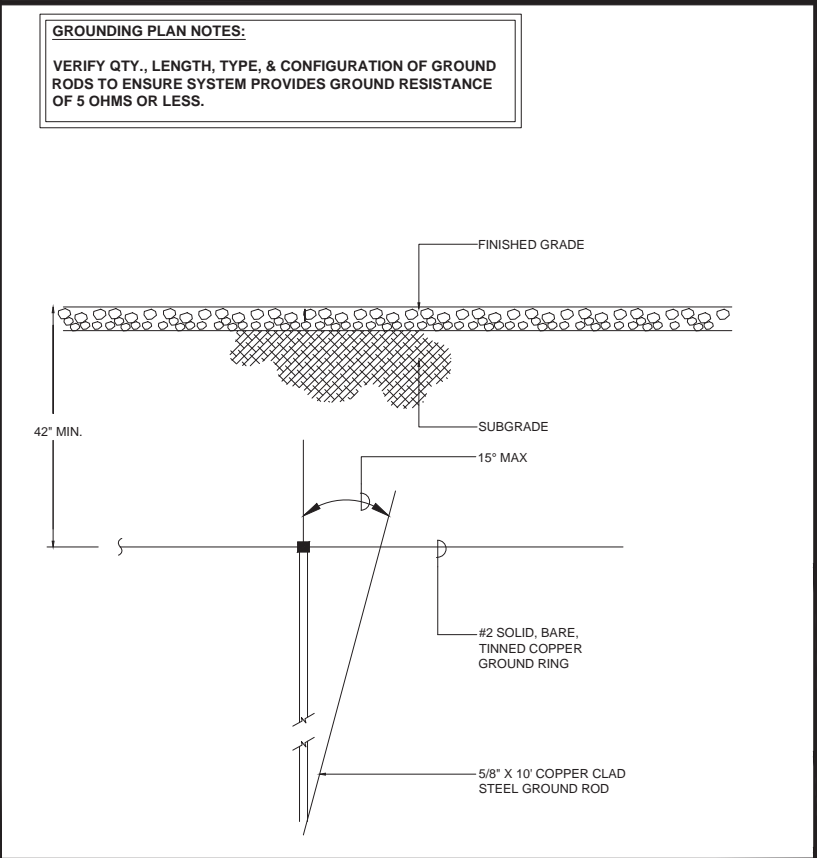
2 GROUND WIRE WEATHERPROOFING
SCALE: N.T.S.



3 GATE GROUNDING (TYP.)
SCALE: N.T.S.



4 EQUIPMENT PAD GROUNDING
SCALE: N.T.S.



5 GROUND ROD DETAIL
SCALE: N.T.S.

RD048 | 3.3L | 48 kW
INDUSTRIAL DIESEL GENERATOR SET
EPA Certified Stationary Emergency

GENERAC[®] INDUSTRIAL
POWER
Model Number
48 kW: G0079600

Standby Power Rating
48 kW, 60 Hz

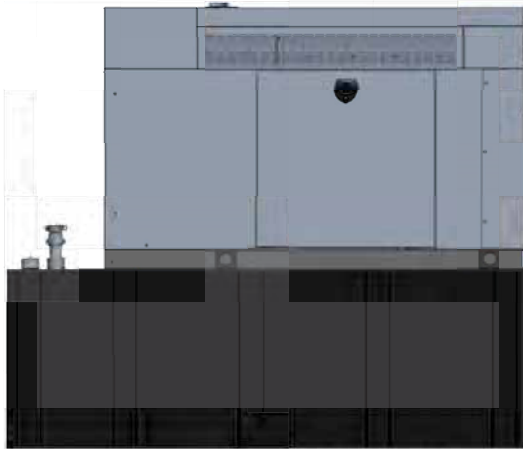


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Codes and Standards

Not all codes and standards apply to all configurations. Contact factory for details.

- 

UL2200, UL6200, UL1236, UL489, UL142
- 

CSA C22.2, ULC S601
- 

BS5514 and DIN 6271
- 

SAE J1349
- 

NFPA 37, 70, 99
- 

ISO 3046, 8528, 9001
- 

NEMA ICS1, ISC10, MG1, 250, ICS6, AB1
- 

ANSI/IEEE C62.41

Powering Ahead

For over 60 years, Generac has provided innovative design and superior manufacturing. Generac ensures superior quality by designing and manufacturing most of its generator components, including alternators, enclosures and base tanks, control systems and communications software.

Generac gensets utilize a wide variety of options, configurations and arrangements, allowing us to meet the standby power needs of practically every application. Generac searched globally to ensure the most reliable engines power our generators. We choose only engines that have already been proven in heavy-duty industrial applications under adverse conditions.

Generac is committed to ensuring our customers' service support continues after their generator purchase.

RD048 | 3.3L | 48 kW
INDUSTRIAL DIESEL GENERATOR SET
EPA Certified Stationary Emergency

GENERAC[®] INDUSTRIAL
POWER

STANDARD FEATURES

ENGINE SYSTEM

- Block Heater
- Oil Drain Extension
- Fan Guard
- Factory Filled Oil and Coolant

GENERATOR SET

- Sound Attenuated Aluminum Enclosure
- Internal Genset Vibration Isolation
- Separation of Circuits - High/Low Voltage
- Wrapped Exhaust Piping
- Standard Factory Testing
- Ready to Accept Full Load in <10 Seconds
- External Emergency Stop Push Button

ENCLOSURE

- Lockable Doors - Keyed Lock with Padlock Hasp
- Rust Proof Hardware
- RhinoCoat[™] - Textured Polyester Powder Coat

Electrical System

- Battery
- Battery Charging Alternator
- Battery Cables
- Battery Tray
- Rubber-Booted Engine Electrical Connections
- Solenoid Activated Starter Motor
- Smart Battery Charger
- Battery Disconnect

ALTERNATOR SYSTEM

- 2/3 Pitch
- Skewed Stator
- Sealed Bearings
- Low Temperature Rise (<120 °C)
- Low THD (<5%)

Cooling System

- Closed Coolant Recovery System
- Factory-Installed Radiator
- 50/50 Ethylene Glycol Antifreeze
- Radiator Drain Extension
- Can Operate at up to 122 °F (50 °C) Ambient Temperature

Fuel System

- Primary Fuel Filter
- Stainless Steel Fuel Lines

FUEL TANKS

- 48 Minimum Hour Run Time
- UL142/ULC S601 Listed
- Lockable Fuel Cap

CONTROL SYSTEM



Evolution[™] Controller

- Two-Line Plain Text LCD Display
- Programmable Start Delay Between 10-30 Seconds
- 10 Second Engine Start Sequence
- 5 Second Engine Warm Up
- 1 Minute Engine Cool-Down
- Starter Lock-Out
- Smart Battery Charger
- Automatic Voltage Regulation with Over and Under Protection
- Automatic Low Oil Pressure Shutdown
- Overspeed Shutdown
- High Temperature Shutdown
- Overcrank Protection
- Safety Fused
- Failure to Transfer Protection
- Low Battery Protection
- 50 Event Run Log
- Future Set Capable Exerciser
- Incorrect Wiring Protection
- Internal Fault Protection

- Common External Fault Capability
- Governor Failure Protection
- OBD2 Diagnostic Port

Alarms

- Door Open
- Fuel Level
 - 90% Full
 - 50% Low Fuel
 - 10% Shutdown
- Generator Running
- Not in Auto
- Common Shutdown

OPTIONAL SHIPPED LOOSE AND FIELD INSTALL KITS

GENERATOR SET

- Paint Kit
- Scheduled Maintenance Kit

FUEL TANK

- Fuel Fill Drop Tube
- Spill Box
- 90% Fuel Audible Alarm
- Tank Risers
- Spill Box Drainback Kit
- Vent Extension Support Kit
- Overfill Prevention Valve

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WILLARD, MO 65781SNTS

SHEET TITLE:
GENERATOR
SPECIFICATIONS

SHEET NUMBER:

SPEC-1

RD048 | 3.3L | 48 kW
INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency



APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General		Cooling System	
Make	Mitsubishi	Cooling System Type	Closed Recovery
Cylinder #	4	Fan Type	Pusher
Type	In-Line	Fan Speed - RPM	2,340
Displacement - in ³ (L)	201.38 (3.3)	Fan Diameter - in (mm)	17 (431.8)
Bore - in (mm)	3.70 (94)	Fuel System	
Stroke - in (mm)	4.72 (120)	Fuel Type	Ultra Low Sulfur Diesel Fuel
Compression Ratio	19:1	Fuel Specification	ASTM
Cylinder Head Type	Cast Iron OHV	Fuel Pump Type	Mechanical Engine Driven Gear
Piston Type	Aluminum	Injector Type	Mechanical
Intake Air System	Turbocharged/Aftercooled	Fuel Supply Line - in (mm)	0.31 (7.94) ID
Engine Governing		Fuel Return Line - in (mm)	0.31 (7.94) ID
Governor	Electronic	Fuel Filtering (Microns)	6
Frequency Regulation (Steady State)	±0.25%	Engine Electrical System	
Lubrication System		System Voltage	12 VDC
Oil Pump Type	Gear	Battery Charger Alternator	Standard
Oil Filter Type	Full Flow Spin-On Canister	Battery Size	Group 27F
Crankcase Capacity - qt (L)	11.2 (10.6)	Battery Voltage	12 VDC
		Ground Polarity	Negative

ALTERNATOR SPECIFICATIONS

Standard Model	Generac	Standard Excitation	Direct
Poles	4	Bearings	Single Sealed Cartridge
Field Type	Rotating	Coupling	Direct via Flexible Disc
Insulation Class - Rotor	F	Prototype Short Circuit Test	Yes
Insulation Class - Stator	H	Voltage Regulator Type	Electronic
Total Harmonic Distortion	<5%	Regulation Accuracy (Steady State)	±1.0%
Telephone Interference Factor (TIF)	<50		

RD048 | 3.3L | 48 kW
INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency



OPERATING DATA

POWER RATINGS

Standby			
Single-Phase 120/240 VAC @1.0pf	48 kW	Amps: 200	Circuit Breaker Size Amps: 200

MOTOR STARTING CAPABILITIES (skVA)

skVA vs. Voltage Dip at 30%		
120/240 V, Single-Phase at 0.4pf	189 Amps	

FUEL CONSUMPTION RATES*

Percent Load	Diesel gph (Lph)
25%	1.23 (4.66)
50%	2.02 (7.66)
75%	3.02 (11.43)
100%	4.02 (15.22)

* Fuel supply installation must accommodate fuel consumption rates at 100% load.

COOLING

Standby		
Air Flow	cfm (m³/min)	3,038 (86)
Coolant System Capacity	gal (L)	2.8 (10.6)
Heat Rejection to Coolant	BTU/hr (MJ/hr)	111,000 (117.1)
Temperature Deration	3% for every 5 °C above 25 °C or 1.7% for every 5 °F over 77 °F	
Altitude Deration	1% for every 100 m above 915 m or 3% for every 1,000 ft over 3,000 ft	
Maximum Ambient Temperature Operating Range	°F (°C)	50 (122)
Maximum Radiator Backpressure	in H ₂ O (kPa)	0.5 (0.12)

COMBUSTION AIR REQUIREMENTS

Standby	
Flow at Rated Power - cfm (m³/min)	90 (2.5)

ENGINE		EXHAUST		
Standby		Standby		
Rated Engine Speed	RPM	1,800	Exhaust Flow (Rated Output)	cfm (m³/min) 230 (6.5)
			Exhaust Temperature (Rated Output)	°F (°C) 930 (499)

Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions. Please contact a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528, and DIN6271 standards.



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SHEET TITLE:
GENERATOR
SPECIFICATIONS

SHEET NUMBER:

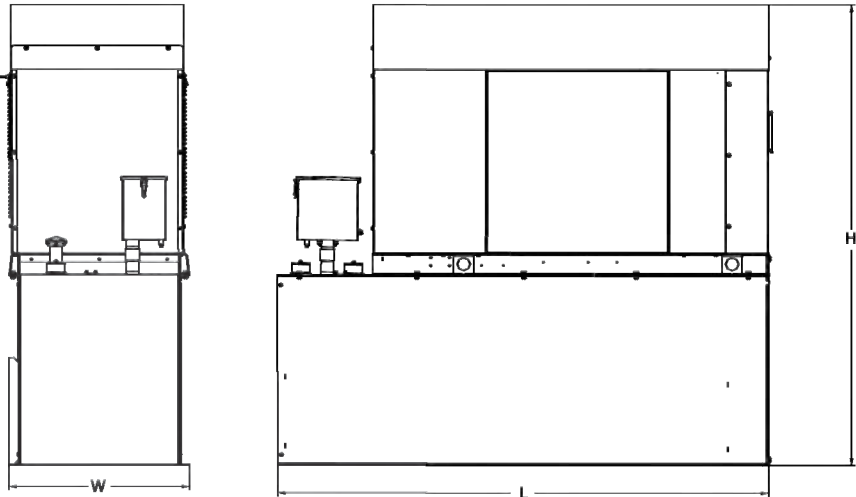
SPEC-2

RD048 | 3.3L | 48 kW
INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency



DIMENSIONS AND WEIGHTS*



Unit Weight - lbs (kg)	Unit Weight with Skid - lbs (kg)	Dimensions (L x W x H) - in (kg)
2,915 (1,322)	2,954 (1,340)	103.4 (2,625) x 35.0 (888) x 90.0 (2,286)

48 kW Fuel Consumption (gal)	
Fuel Tank Gross Total Capacity	240
Fuel Tank Gross Usable Capacity	229
Fuel Tank Net Usable Capacity (Run Hours Based on Net Usage Capacity)	206
Run Hours at 100% Load	51
Run Hours at 75% Load	68
Run Hours at 50% Load	103

Sound Emission Data	
Rated Load Sound Output at 23 ft - dB (A)	65

* All measurements are approximate and for estimation purposes only.
Drawing is for illustration purposes only, not to scale.

YOUR FACTORY RECOGNIZED GENERAC INDUSTRIAL DEALER

Specification characteristics may change without notice. Dimensions and weights are for preliminary purposes only. Please contact a Generac Power Systems Industrial Dealer for detailed installation drawings.

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Part No. A0000705000
Rev. B 06/08/2020



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SHEET TITLE:
GENERATOR
SPECIFICATIONS

SHEET NUMBER:

SPEC-3



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CITY OF WILLARD
519 E. JACKSON
WILLARD, MO 65781SNTS

SHEET TITLE:
GENERATOR
SPECIFICATIONS

SHEET NUMBER:

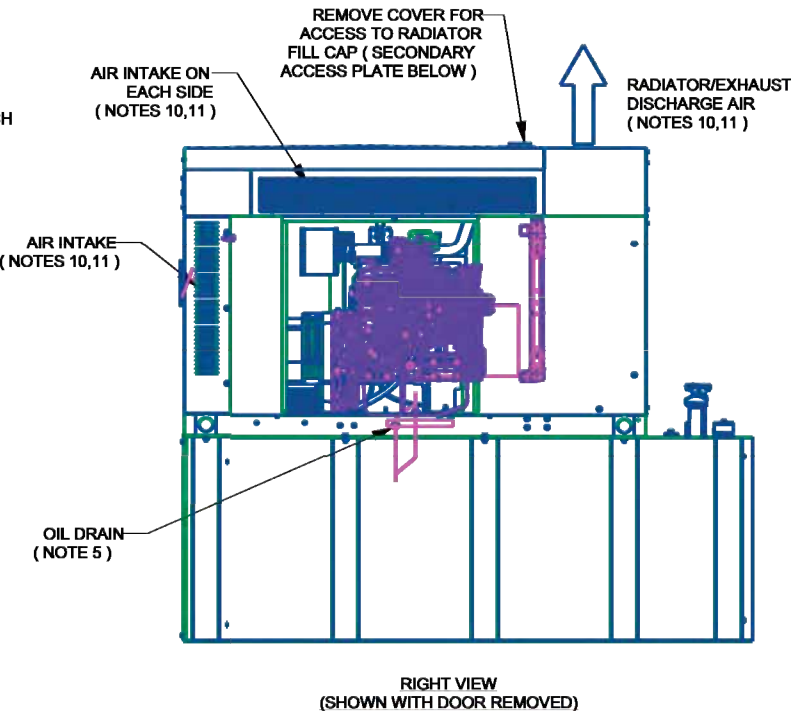
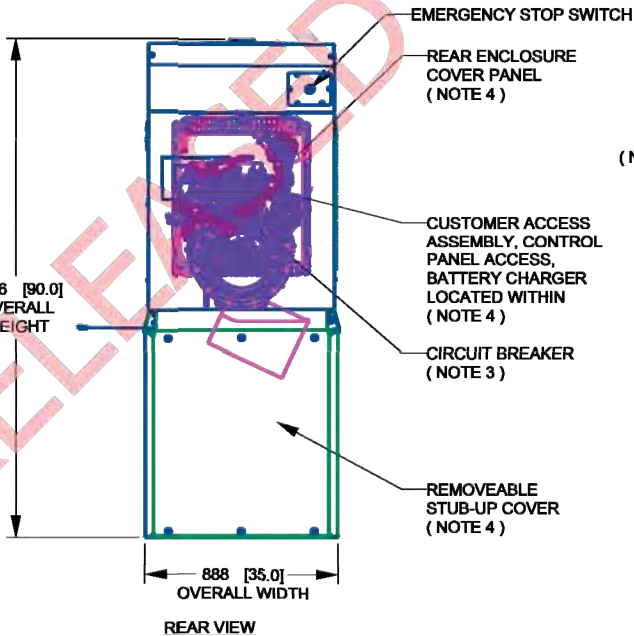
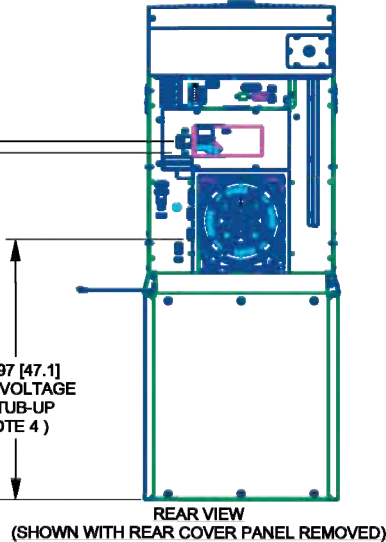
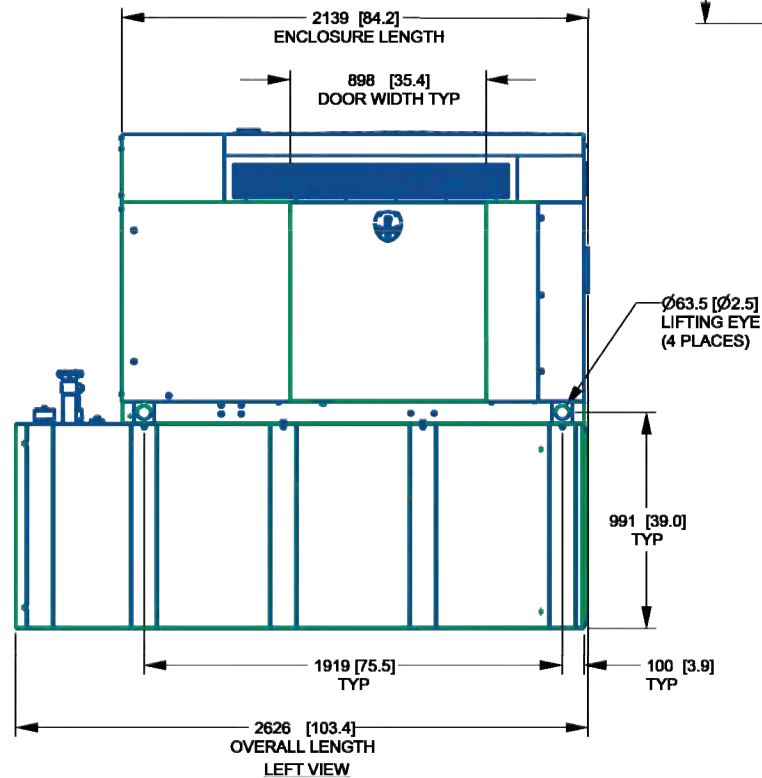
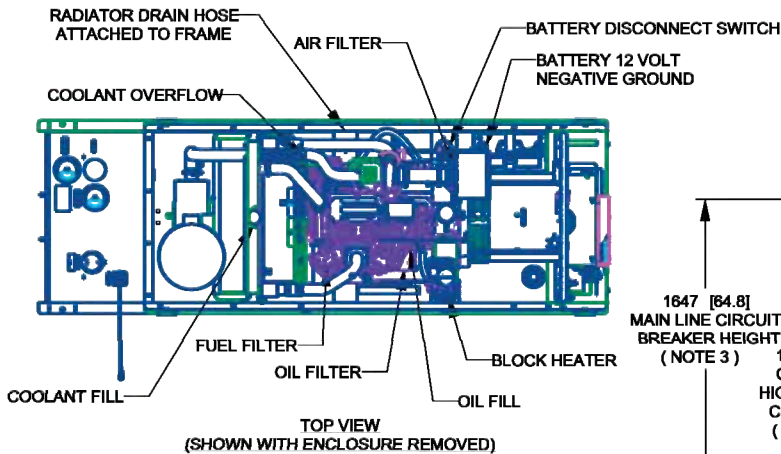
SPEC-4

SH 1/2 REV C WINDCHILL VERSION C.4

WEIGHT DATA WITH EMPTY BASETANK (SEE NOTE 6)	
GENERATOR AS SHOWN	1,322 [2,915]
WITH WOODEN SHIPPING SKID	1,340 [2,954]

WEIGHT: KG [LBS]
DIMENSIONS: MM [INCH]

- NOTES:
- THIS UNIT MUST BE INSTALLED IN ACCORDANCE WITH CURRENT APPLICABLE NFPA 37 AND NFPA 70 STANDARDS AS WELL AS ANY OTHER FEDERAL, STATE, AND LOCAL CODES.
 - BATTERY (12 VOLT NEGATIVE GROUND SYSTEM).
 - CONTROL PANEL / CIRCUIT BREAKER INFORMATION:
 - MAIN LINE CIRCUIT BREAKER 200 AMPS.
 - SEE SPECIFICATION SHEET OR OWNERS MANUAL.
 - ACCESSIBLE THROUGH CUSTOMER ACCESS ASSEMBLY DOOR ON REAR OF GENERATOR.
 - CONTROL PANEL INCLUDES INTEGRATED BATTERY CHARGER.
 - REMOVE THE REAR STUB-UP AND REAR ENCLOSURE COVER PANEL TO ACCESS THE STUB-UP AREAS AS FOLLOWS:
 - HIGH VOLTAGE CONNECTION INCLUDING AC LOAD LEAD CONDUIT CONNECTION, NEUTRAL CONNECTION, AND BATTERY CHARGER 120 VOLT AC (0.5 AMP MAX) CONNECTION.
 - LOW VOLTAGE CONNECTION INCLUDING TRANSFER SWITCH CONTROL WIRES.
 - ENGINE SERVICE CONNECTIONS:
 - OIL DRAIN = 1/2" NPT
 - RADIATOR DRAIN = HOSE CLAMPED TO FRAME
 - CENTER OF GRAVITY AND WEIGHT MAY CHANGE DUE TO UNIT OPTIONS.
 - BOTTOM OF GENERATOR SET MUST BE ENCLOSED TO PREVENT PEST INTRUSION AND RECIRCULATION OF DISCHARGE AIR AND/OR IMPROPER COOLING AIR FLOW.
 - REFERENCE OWNERS MANUAL FOR LIFTING WARNINGS.
 - MOUNTING BOLTS OR STUDS TO MOUNTING SURFACE SHALL BE 5/8-11 GRADE 5 (USE STANDARD SAE TORQUE SPECS)
 - MUST ALLOW FREE FLOW OF INTAKE AIR, DISCHARGE AIR AND EXHAUST. SEE SPEC SHEET FOR MINIMUM AIR FLOW AND MAXIMUM RESTRICTION REQUIREMENTS.
 - GENERATOR MUST BE INSTALLED SUCH THAT FRESH COOLING AIR IS AVAILABLE AND THAT DISCHARGE AIR FROM RADIATOR IS NOT RECIRCULATED. RECOMMENDED MINIMUM PERIMETER (3FT) AND VERTICAL OVER EXHAUST (5FT) CLEARANCE FOR SITE LOCATION.
 - GENERATOR MUST BE GROUNDED.



TITLE				
INSTALL D3.3L G2 48KW Y06 EXT				
ISSUE DATE: 8/01/19				
SIZE B	CAGE NO N/A	DWG NO A0000317219	REV C	
SCALE 0.035	WT-KG SEE ABOVE	SHEET 1 of 2		

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ELECTRONICALLY APPROVED
INSIDE WINDCHILL

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APPLIED TO SOLID MODEL ONLY.

INSTALLATION DRAWING



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SITE #: A5P0093A
CITY OF WILLARD
519 E. JACKSON
WILLARD, MO 65781SNTS

SHEET TITLE:
GENERATOR
SPECIFICATIONS

SHEET NUMBER:

SPEC-5

SH 2/2 REV C WINDCHILL VERSION C.4

NOTE: ROUNDED TO NEAREST GALLON

240 GAL EXTENDED BASETANK (P/N: 10000036243)		
DEPTH: INCHES	U.S. GALLONS	NOTES
0	2	
1	9	
2	17	
3	24	
4	31	
5	38	
6	46	
7	53	
8	60	
9	67	
10	74	
11	82	
12	89	
13	96	
14	103	
15	111	
16	118	
17	125	
18	132	
19	140	
20	147	
21	154	
22	161	
23	168	
24	176	
25	183	
26	190	
27	197	
28	205	
29	212	
30	219	
31	226	
31.38	229	USABLE TANK CAPACITY
32	234	
32.9	240	TOTAL TANK CAPACITY

TANK IS LISTED TO UL142 AND ULCS801

NOTE: STUB-UP AREA FOR HIGH AND LOW VOLTAGE CONNECTIONS, CIRCUIT BREAKER, NEUTRAL AND CUSTOMER CONNECTION OPENING.



TITLE

INSTALL D3.3L G2
48KW Y06 EXT

ISSUE DATE:

8/01/19

SIZE

CAGE NO

DWG NO

A0000317219

REV

C

SCALE

0.060

WT-KG

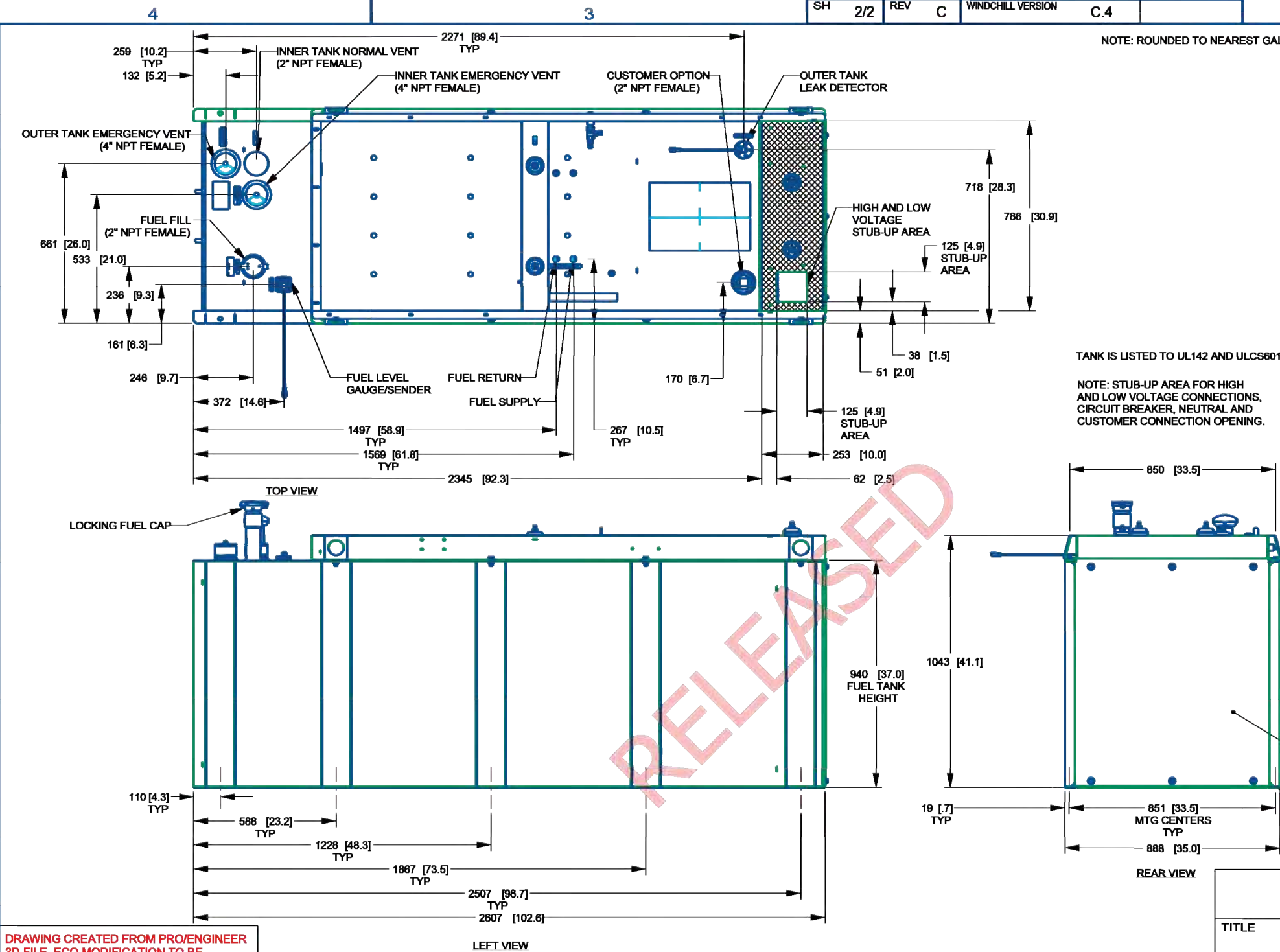
SEE ABOVE

SHEET

2 of 2

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INSIDE WINDCHILL



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INSTALLATION DRAWING



GENERAC®
Service and Non-Service Rated
Automatic Transfer Switches

Automatic Transfer Switches
Automatic Transfer Switches
1 of 3 2 of 3



Models: RXSC100A3
RXSW100A3
RXSW150A3
RXSC200A3
RXSW200A3



Description

This series of Generac Automatic Transfer Switches is designed for use with single phase generators that utilize an Evolution™ or Nexus™ Controller. The 100 and 200 Amp open transition switches are available in single phase in both service equipment rated and non-service equipment rated configurations. The 150 Amp open transition switch is only available in a service rated equipment configuration.

Standard Features

Service rated (RXSW) Generac Automatic Transfer Switches are housed in an aluminum NEMA Type 3R enclosure*, with electrostatically applied and baked powder paint. The Heavy Duty Generac Contactor is an ETL recognized device, designed for years of service. The controller at the generator handles all the timing, sensing, exercising functions, and transfer commands. All switches are covered by a five year limited warranty.
* Non-service rated (RXSC) switches are housed in a steel enclosure.

Load Management Technology

Through the use of the integrated Smart A/C Module (SACM), these switches have the capability to manage up to four individual HVAC (24 VAC controlled) loads with no additional hardware. When used in tandem with external Smart Management Modules, a total of eight more loads can be managed, providing the most installation efficient power management options available.



GENERAC®
Automatic Transfer Switches

100-200 Amps, Single Phase

Functions

All timing and sensing functions originate in the generator controller.

Utility Voltage Drop-out	<65%
Timer to Generator Start	10 Second Factory Set, Adjustable Between 2 - 1,500 Seconds by a Qualified Dealer*
Engine Warmup Delay	5 Seconds
Standby Voltage Sensor	65% for 5 Seconds
Utility Voltage Pickup	>80%
Re-transfer Time Delay	15 Seconds
Engine Cooldown Timer	60 Seconds
Exerciser	Nexus™: 12 Minutes Weekly Evolution™: 5 to 12 Minutes Adjustable, Weekly/Bi-weekly/Monthly
The Transfer Switch can be Operated Manually Without Power Applied	

* When used in conjunction with units utilizing Evolution™ controls

Specifications

Model	RXSC100A3	RXSW100A3	RXSW150A3	RXSC200A3	RXSW200A3
Amps	100	100	150	200	200
Voltage	120/240, 1ø	120/240, 1ø	120/240, 1ø	120/240, 1ø	120/240, 1ø
Load Transition Type (Automatic)	Open Transition	Open Transition Service Rated	Open Transition Service Rated	Open Transition	Open Transition Service Rated
Enclosure Type	NEMA 3R	NEMA 3R	NEMA 3R	NEMA 3R	NEMA 3R
ETL Rating	cETLus	ETLus	ETLus	cETLus	ETLus
Withstand Rating (Amps)	10,000	10,000	22,000	10,000	22,000
Lug Range	2/0 - #14		250 MCM - #6		

T-Mobile
1400 OPUS PLACE
DOWNERS GROVE, IL 60515
MAIN: (773) 444-5400

Concordia
361 RANDY RD, UNIT 101
CAROL STREAM, IL 60188
MAIN: (847) 708-7500

PROFESSIONAL DESIGN FIRM
CERTIFICATE OF AUTHORIZATION # A-2024018412

CHECKED BY: RH

CHECKED BY: GMS

SITE #: A5P0093A
CITY OF WILLARD
519 E. JACKSON
WILLARD, MO 65781

SHEET TITLE:
ATS
SPECIFICATIONS

SHEET NUMBER:

SPEC-6



1400 OPUS PLACE
DOWNERS GROVE, IL 60515
MAIN: (773) 444-5400



361 RANDY RD, UNIT 101
CAROL STREAM, IL 60188
MAIN: (847) 708-7500

PROFESSIONAL DESIGN FIRM
CERTIFICATE OF AUTHORIZATION # A-2024018412

CHECKED BY: RH

CHECKED BY: GMS

SITE #: A5P0093A
CITY OF WILLARD
519 E. JACKSON
WILLARD, MO 65781

SHEET TITLE:
ATS
SPECIFICATIONS

SHEET NUMBER:

SPEC-7

GENERAC®

Automatic Transfer Switches

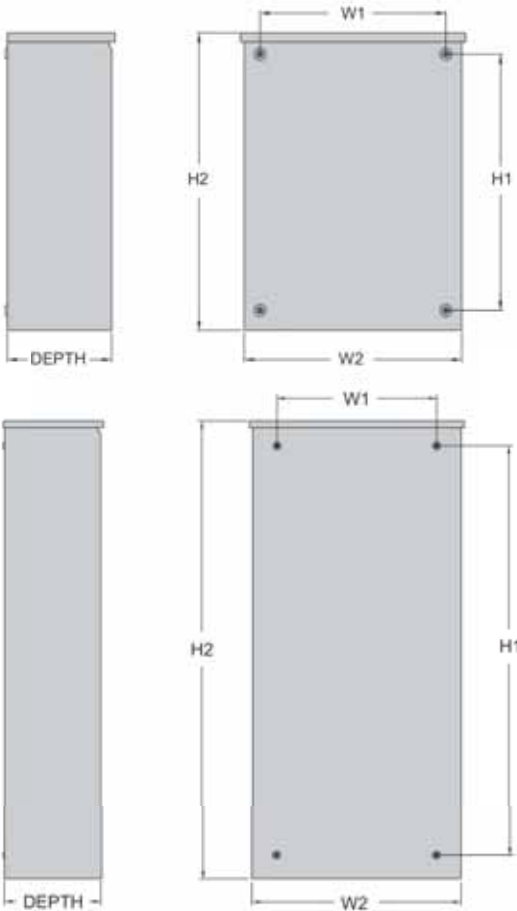
100-200 Amps, Single Phase

Dimensions

Model		RXSC100A3	RXSW100A3	RXSW150A3	RXSC200A3	RXSW200A3
Height - in (mm)	H1	17.2 (437.9)	17.2 (437.9)	26.8 (679.4)	17.2 (437.9)	26.8 (679.4)
	H2	20.0 (508.0)	20.0 (508.0)	30.0 (672.0)	20.0 (508.0)	30.0 (672.0)
Width - in (mm)	W1	12.5 (317.5)	12.5 (317.5)	10.5 (266.7)	12.5 (317.5)	10.5 (266.7)
	W2	14.6 (370.8)	14.6 (370.8)	13.5 (342.9)	14.6 (370.8)	13.5 (342.9)
Depth - in (mm)		7.1 (180.1)	7.1 (180.1)	6.3 (160.1)	7.1 (180.1)	6.3 (160.1)
Weight - lbs (kg)		20.0 (9.1)	22.5 (10.2)	39.0 (17.7)	20.0 (9.1)	39.0 (17.7)

Automatic Transfer Switches

3 of 3



GENERAC®

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CITY OF WILLARD AGENDA REPORT BOARD OF ALDERS MEETING

TO: Board of Alders

FROM: Wes Young

SUBJECT: AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH DH PACE SYSTEMS INTEGRATION TO PROVIDE AND INSTALL AN ACCESS CONTROL DEVICE FOR THE WILLARD POLICE STATION MAIN ENTRANCE DOOR, ALONG WITH PROVIDING ANNUAL ACCESS SERVICE

ATTACHMENTS: 2

First Reading: 07/14/25
Bill No.: 25-43

Second Reading: 07/14/25
Ordinance No.: 250714A

AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH DH PACE SYSTEMS INTEGRATION TO PROVIDE AND INSTALL AN ACCESS CONTROL DEVICE FOR THE WILLARD POLICE STATION MAIN ENTRANCE DOOR, ALONG WITH PROVIDING ANNUAL ACCESS SERVICE

WHEREAS, The City of Willard (“the City”) recognizes the need to maintain and improve the security and functionality of its municipal facilities, including the Willard Police Station; and

WHEREAS, the existing exterior door at the Willard Police Department has been determined to require upgrades to meet updated safety and accessibility standards; and

WHEREAS, DH Pace Systems Integration has submitted a suitable proposal for the services needed;

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 the Mayor to execute an agreement for the and all necessary assurances, on behalf of the City of Willard, a municipal corporation, with the Systems Integration Group, 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 ordinance 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 **14th day of July, 2025**.

Approved By: _____

Troy Smith, Mayor

Attested By: _____

Rebecca Hansen, City Clerk

Approved as to Form: _____

Holly Dodge, City Attorney

SOLD TO: Willard Police Department
 795 Hughes Rd
 Willard, MO, 65781
 Chief McClain

PROJECT: City Of Willard Police Department Access Control
QUOTE #: PQ#CRC10437
PAGE: 6 Pages
DATE: 4/18/2025

Account Manager: Randy Cole

Cell: (314) 886-1527

Office: (314) 781-5200

DH Pace Systems Integration is pleased to quote you the following Scope of Work, all applicable taxes included:

DH Pace System Integration (PSI) will provide and install the below listed material:

Provide access control device for 1 Door (Main Interior Vestibule Entrance):

- Provide and install the following for the Main Entrance
 - Life Safety Panel with 2 batteries (IT Closet)
 - Mullion Card Reader
 - Door Position Switch
 - REX motion sensor
 - Low Voltage cabling from SDC to strike and above equipment
 - Cabling will be installed in open rings/hooks where possible
 - Existing raceways will be used where possible
 - Surface mount EMT conduit will be required in some areas
 - Painting of conduit is not included in this proposal
 - Connect to an electric strike at the door.
 - Strike provided and installed by DH Pace EDS Team – Springfield, MO
 - Provide pack of 10 Card Credentials and pack of 10 Key Fobs. 500 Free Mobile credentials included.
- DH Pace to program and test system

This proposal covers the initial yearly cloud fees of \$277.00 and will be automatically renewed based on the activation date of the original project.

Anything not specifically mentioned in the scope above or materials below is excluded from this proposal.

Access Control

Quantity	Description of Material
1	Core Series 4 port 12/24V Smart Hub, 4 entry capacity, Power supply: FPV series, E1 enclosure
1	Mullion Smart Reader V2, black, low and high frequency version
1	Recessed Steel Door Contact w/Wire Leads, 3/4" Diameter, Closed Loop, Wide Gap, Grey, 3/4" Gap Size
1	PIR Request to exit sensor with sounder, Grey.
1	Trim Plate For DS150 And DS160
1	Sealed Lead Acid Battery, 12VDC - 8Ah
1	6 ft. Grounded 3-Wire Line Cord.
15	D Rings
35	Cat JP J-Hook, PG, 2"
1	Schlage® MIFARE DESFire EV3 Card, pack of 10
1	Schlage® MIFARE DESFire EV3 Fob, pack of 10

SOLD TO: Willard Police Department
795 Hughes Rd
Willard, MO, 65781
Chief McClain

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Cloud System Fees

This proposal covers the initial yearly cloud fees and will be automatically renew based on the activation date of the original project.

Quantity	Description of Material
1	OpenPath - Cloud System Premium Software Support for 1 Entry for 1 year. (Renewed Annually)

For us to complete our work on site in a timely manner, we will need the owner to provide the following items: adequate wall or rack space in an accessible room; 120VAC power for system power supplies and equipment enclosures, computer(s)/server(s) or networking equipment ; access to all areas that we need to perform work; credential starting number, facility code and format;

Our proposal includes the following items: provide and install low voltage cabling; final cable terminations at field devices and headend locations; all installation is to be performed during normal weekday business hours;

Our proposal specifically excludes the following items: permits and permit fees; 110V/120V power requirements; card holder database, access levels, credential(s) enrollment; fire wall penetration(s); fire alarm tie-in; painting of wiremold, connectors, boxes; man lift; overtime or after normal working hours work; prevailing wage rates;

Please sign and either fax quote to Randy Cole at (816) 480-2612 or email it to us at : randy.cole@dhpace.com

SYSTEM INSTALLATION INVESTMENT: \$ 6,883

The proposal described herein, including all price(s) quoted, is made conditionally upon Seller's (1) verification of Buyer's credit status; and (2) Buyer's acceptance of any special payment made by Seller. To accept this Proposal, Buyer must date, sign and return the original copy hereof to Seller. Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.

Buyer acknowledges and agrees that each and all of the terms and conditions on the reverse side hereof are a part of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract between the parties. All prior proposals, discussions and agreements respecting the subject matter hereof are cancelled.

DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.

We have been placed on notice from our supplier partners that the recently announced international trade tariffs may be implemented suddenly and result in material surcharges for all new orders placed in addition to the quoted prices. This proposal is based on current pricing from Seller's suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date of this proposal. This proposal is valid for acceptance for 30 days. The Seller reserves the right to require an approved change order before the order can be released into production to compensate for any supplier price increases or surcharges announced after the date of this Proposal and prior to the release of materials for fabrication. Seller will provide written documentation of the Supplier increase notice upon request.

PROPOSAL – SELLER

This proposal is made this 18 date of Apr, 2025.

Type or print name of Seller

By: _____
Signature

Account Manager

Title

ACCEPTANCE - BUYER

This proposal is accepted this _____ date
of _____ - _____.

Type or print name of Buyer

By: _____
Signature of Owner, Partner or Officer(state which)

Title

TERMS and CONDITIONS

However, in the event funds are not appropriated in the future the City may terminate the contract without cause.

1. Buyer agrees to purchase and the Seller agrees to provide monitoring, repair, inspection and/or response services, and or to sell, install or to cause to be installed the security system (hereinafter called the "System") at premises (hereinafter called the "Premises") indicated in the Monitority Services Agreement and/or Seller's accompanying proposal (hereinafter collectively called the "Agreement").
2. It is understood and agreed by and between the parties hereto that the Seller is not an insurer, nor is this Agreement intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, will be obtained by the Buyer. Charges are based solely upon the value of the System and/or the services provided and are unrelated to the value of the Buyer's property or the property of others located in Buyer's Premises. The amounts payable by the Buyer are not sufficient to warrant Seller assuming any risk of consequential, collateral, incidental or other damages to the Buyer due to the System, its installation or the use thereof, or any deficiency, defect or inadequacy of the System or services or due to the Seller's negligence or failure to perform. Buyer agrees that the Seller shall not be liable for loss or damage due directly or indirectly to any occurrences or consequences therefrom which the System or service is designed to detect or avert. From the nature of the System provided hereunder or the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the active or passive negligence of, or a failure on the part of, Seller to perform any of its obligations hereunder, or the failure of the System to properly operate. If the Seller should be found liable for loss or damage due to a failure on the part of the Seller or the System or services, in any respect, such liability shall be limited, solely with regard to any RECURRING SERVICE transaction, to an amount equally to fifty [50] percent of one [1] year's recurring service charge or the amount of \$1,000, whichever is less, or solely with respect to a DIRECT SALE transaction, to an amount equal to the purchase price of the equipment with respect to which the claim is made, and regardless of the type of transaction, this liability shall be exclusive. The provisions of this paragraph shall apply in the event loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of this Agreement or from the active or passive negligence of the Seller, its agents or employees. In the event that Buyer desires the Seller to assume greater liability under this Agreement, a choice is hereby given of obtaining full or limited liability by paying an additional amount in proportion to the amount of liability the Seller will assume. If this option is chosen, an additional rider shall be attached to this Agreement setting forth the additional liability of the Seller and the additional charge(s) to be paid by the Buyer.
3. If this Agreement is a RECURRING SERVICE transaction, then this Agreement shall begin on the later of the date of completion of installation or the date of commencement of Recurring Services, and shall continue for a period of three years after the first day of the calendar quarter following said date (e.g. April 1st, July 1st, October 1st, or January 1st). This Agreement shall extend automatically for successive terms of one [1] year thereafter unless either party gives the other party

written notice of termination not later than the 30th day before the end of the initial or extension terms.

4. Subscriber agrees to pay the Seller the sale and/or installation charges indicated herein by paying the deposit indicated herein at the time of signing this Agreement and by paying the amount of the BALANCE DUE upon completion of the installation. If credit terms are approved by the Seller, the Buyer agrees to pay the unpaid balance within thirty [30] days of the invoice date from the Seller. Further, the Buyer agrees to pay the Seller the total of the TOTAL QUARTERLY RECURRING SERVICE CHARGE indicated herein quarterly in advance during the term of this Agreement and any automatic renewals thereof. IN ADDITION, IN THE EVENT OF TERMINATION BY THE BUYER PRIOR TO THE END OF THE TERM OF THIS AGREEMENT, THE AGREED UPON DAMAGE PAYMENTS SET FORTH IN SECTION 7 HEREOF, WHICH MAY BE SUBSTANTIAL, WILL BECOME IMMEDIATELY DUE AND PAYABLE.
5. Seller does not represent or warrant that the System may not be compromised or circumvented, that the System or services will prevent any loss by burglary, holdup, fire or otherwise, or that the System or services will in all cases provide the protection for which it is installed or intended. Buyer assumes all risk of loss or damage to Buyer's Premises or to its contents, whether belonging to Buyer or others; and has not relied on any representations or warranties, express or implied, except as specifically set forth in this Agreement.
6. In the event any person, not a party to this Agreement, shall make any claim or file any lawsuit against Seller for any reason relating to the System or the Seller's duties and obligations pursuant to this Agreement including, but not limited to, the design, installation, repair, monitoring, inspection, operation, or non-operation of the System, Buyer agrees to indemnify, defend and hold Seller harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims and lawsuits are based upon active or passive negligence, indemnification, contribution or strict or product liability on the part of the Seller, its agents or employees, except to the extent such lawsuit occurs while an employee or agent of the Seller is on the Premises and which losses, damages, expenses and liability are solely and directly caused by the acts of said employee or agent. To the extent available by law, and without waiving any and all sovereign immunity.
7. a) The happening of any one or more of the following shall be Events of Default under this Agreement: 1) failure by Buyer to pay any amount within 10 days after the same is due and payable; 2) failure by Buyer to observe, keep or perform any obligation required by it herein; 3) abuse to the System; 4) dissolution, termination of existence, discontinuance of the business, insolvency or business failure of Buyer; or 5) excessive false alarms caused by the Buyer.
- b) Upon the occurrence of an Event of Default, then at any time thereafter Seller may pursue one or more of the following remedies: 1) by written notice to Buyer, declare the balance of all unpaid amounts due and to become due under this Agreement to the end of the then current term to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1½% per month (18% per year) or the maximum rate permitted by law from

the first occurring Event of Default; 2) proceed at law or in equity to enforce performance by Buyer of the provisions of this Agreement, or to recover damages for the breach of this Agreement; 3) [if applicable] discontinue the furnishing of recurring services, including, without limitation disabling any communication software, hardware and/or firmware contained within the System from the Monitoring Facility, and terminate this Agreement by written notice to Buyer; 4) recover any other costs Seller is required to bear in respect to the System and/or services provided under this Agreement; and 5) recover all expenses, including court costs, collection expenses, reasonable fees of attorneys to whom this Agreement is referred for collection, and any other reasonable costs paid or incurred by Seller in enforcing or attempting to enforce the terms and conditions of the Agreement. Furthermore, if there are any other agreements in effect between Seller and Buyer then Seller, at its option, may deem Buyer's default under any one such agreement to be a default under any or all the agreements and Seller shall be entitled to exercise any or all of its remedies upon default with respect to any or all of such agreements.

- c) The above remedies are cumulative and exercise of one does not preclude the exercise of another.
 - d) If monitoring services are provided, and if the monitoring service is deactivated because of Buyer's past due balance, and if Buyer desires to have the service reactivated, Buyer agrees to pay to Seller in advance its prevailing activation charge.
8. Buyer hereby authorizes and empowers Seller, its agents or assigns, if required by this Agreement, to: a) install the System and to perform any necessary services as required to be performed by Seller hereunder; Buyer acknowledges that the wiring to be run in installing the System shall be exposed wiring, unless the Schedule of Equipment provides that the wiring is to be run in conduit or otherwise unexposed; and b) enter the Premises in the event of an emergency occurring during periods of Buyer's apparent or actual absence for the purpose of making emergency repairs to the System, but only if Buyer has furnished Seller with a key or access credential to the Premises.
9. Buyer shall secure, at its own cost and expense, whatever permission, permits or licenses that may be necessary from the required authorities (including utility companies) for installation, monitoring, and/or repair of the System. Buyer shall pay or reimburse Seller for all taxes, fees or charges, including sales/use tax, personal property tax, license and permit fees imposed by any governmental authority (including utility companies) relating to the services provided.
10. Seller shall have the right to subcontract any of the services which it may be obligated to perform. This Agreement and its benefits are not assignable by Buyer except upon the prior written consent of Seller. Buyer acknowledges that this Agreement, and particularly those paragraphs relating to the Seller's maximum liability, and third party indemnification, inure to the benefit of, and are applicable to any assignees or subcontractors of Seller, and/or the monitoring Facility (hereinafter defined as "Monitoring Facility").
11. This Agreement (together with any individually signed separate Schedules of Equipment and/or rider[s] pertaining to this

Agreement) is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and final statement of the terms of such agreement, notwithstanding any prior, contemporaneous or subsequent written or oral agreement relating to said subject matter. If there is any conflict between this Agreement and Buyer's purchase order this Agreement will govern. This Agreement supersedes all prior agreements for the same service at the same location. There is no course of dealing or usage of the trade that would supplement or conflict with this Agreement's terms. This Agreement may only be amended in writing signed by both parties. No waiver of any of the terms and conditions contained herein shall be effective unless such waiver is in writing and signed by an authorized representative of the party waiving such condition. In the event of any of the terms and conditions of this Agreement are declared invalid or inoperative, all of the remaining terms of conditions shall remain in full force and effect. Both parties hereby agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one [1] year after the accrual of the cause of action therefore. In addition, where permitted by law, both parties hereby waive any rights to a jury trial in any judicial action brought by either party which relates in any way to this Agreement (whether based upon contract, negligence or otherwise). This Agreement shall be governed by the laws of the State of Kansas.

12. The Seller assumes no liability for any delay, however caused, in the installation, repair and/or inspection of the System or for interruption of Recurring Services, due to strikes, fires, power failures, interruptions or unavailability or telephone service, acts of God, or any other cause beyond the control of Seller. Buyer also agrees that all installation, repair and/or inspection dates are estimates only and that the Seller cannot guarantee commencement or completion under this Agreement on any given date.

13. The System sold hereunder is warranted pursuant to the following LIMITED WARRANTY:

- a) **The equipment is warranted to be free from defects in workmanship or materials for a period of one [1] year from the date of completion of the installation. No System, or any parts thereof, may be returned without the express prior written approval of the Seller after a determination by the Seller that such System, or any parts thereof, is or are defective because of poor workmanship or defective materials. Seller shall replace or repair at its sole option such defective System or any parts thereof at its own expense. This Warranty does not include batteries in any devices. This Warranty is void in case of abuse, misuse, abnormal use, repair by unauthorized persons, or if for any reason Seller determines that such System or any parts thereof is or are not operating properly as a result of causes other than poor workmanship or defective materials.**
- b) **If installation is provided for hereunder, then Seller warrants that the installation of the System is free from defects in workmanship for a period of ninety [90] days from the date of completion of the installation. In the**

event of any defect in such workmanship Seller shall correct such defects without charge to the Buyer only during such ninety [90] day period.

- c) If services are performed on installed Systems, the Seller warrants that the parts and labor are free from defects in workmanship or materials for a period of ninety [90] days from the date of completion of the service. In the event of any defect in such workmanship, Seller shall correct such defects without charge to the Buyer only during such ninety [90] day period.
- d) **THE AFORESAID WARRANTIES ARE EXPRESSLY MADE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, IT BEING UNDERSTOOD THAT ALL SUCH WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HERE EXPRESSLY EXCLUDED. IN NO EVENT SHALL THE SELLER BE LIABLE TO BUYER FOR ANY DIRECT, COLLATERAL INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH BUYER'S USE OF THE SYSTEM, OR FOR ANY OTHER CAUSE WHATSOEVER RELATING TO THE SYSTEM.**

Some states do not allow limitations on how long an implied warranty lasts or the exclusion of limitation of incidental or consequential damages, so the above limitation or exclusion may not apply. This Warranty gives the Buyer specific legal rights and the Buyer may also have other rights which vary from state to state.

TERMS AND CONDITIONS APPLYING ONLY TO RECURRING SERVICE TRANSACTIONS

14. This Agreement may be terminated at any time by Seller if, for any reason, its rights and privileges necessary to install and maintain the signal receiving equipment in the Monitoring Facility are terminated; the Monitoring Facility or other authorities having jurisdiction direct that such System or signal receiving equipment is removed or replaced; or the connection is denied the Seller or the Buyer by any other party.
15. Seller shall have the right to increase the rates provided herein, upon written notice to Buyer, at any time or times after the date service is operative under this Agreement. Subscriber agrees to notify Seller of any objection to such increase in writing within thirty [30] days after the date of the notice of increase, failing which it shall be conclusively presumed that Buyer has agreed to such increase. In the event Buyer objects to such increase, Seller may elect, at its option, to: a) continue this Agreement under the terms and conditions in effect immediately prior to such increase, without notice to Buyer, or b) terminate the Agreement upon fifteen [15] days advance written notice to Buyer.
16. Buyer agrees: a) to furnish to Seller, in writing and on a continuing basis, a list of the names, titles and telephone numbers of persons to be notified upon receipt of a signal; b) that the System is designed to provide coverage based upon the layout of the Premises at the time of installation and that any alterations, remodeling or any stock, fixture or structural changes, or other similar changes may affect the operation of the System; c) not to tamper with, damage, or misuse said System and to indemnify Seller for the cost of repair or replacement as a result of any such damage to, or the loss of,

or misuse of any portions of the System; d) to repair, service and/or to assure the operation of any other property, system, or device of Buyer, or of others, to which the System may be attached or connected; e) to provide necessary electrical power at location(s) on the Premises as required by Seller through Buyer's meter and at Buyer's expense; f) to test and set the System, understanding particularly that the sensitivity and area of coverage of space protection devices may change, that Seller is unable to detect such changes unless the Buyer notifies Seller and accordingly that "walk tests" in the area or areas of such coverage are necessary to insure that adequate sensitivity is maintained; g) to turn off or remove all things which may interfere with the effectiveness of the System's space protection components; h) to refrain from causing false alarms and to pay, or reimburse Seller for payment of any fine, penalty, or fee paid by Seller or assessed against Seller by any governmental entity, municipal agency, and/or Monitoring Facility; i) to notify Seller promptly upon discovery of a need for service to the System; and j) that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of any sprinkler system, now or hereinafter installed, are or will be corrected at Buyer's expense so as to be acceptable to the insurance carrier, fire rating, bureau or agency or other authorities having jurisdiction when equipped with the Seller signaling devices.

17. Seller assumes no liability for interruption of monitoring, repair and/or any other recurring service due to strikes, riots, floods, lightning, earthquakes, power failures, interruption or unavailability of telephone service, or for any other cause beyond the control of the Seller, and the Seller will not be required to supply services to Buyer while such interruption may continue. Any repair or replacement of the System necessitated by any such event will be at Buyer's expense. This Agreement may be suspended or terminated, at the option of Seller, if the Premises, the System or any part thereof, or the signal receiving equipment within the Monitoring Facility, is destroyed by fire, lightning or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Seller or the Monitoring Facility is unable to render service as a result of any action by any governmental authority. Upon such suspension or termination, an equitable refund of the service charge paid, but not yet earned, shall be made. If, in the opinion of Seller, connection of the System to the signal receiving equipment adversely affects the signal receiving equipment, this Agreement may be terminated thirty [30] days following written notice to Buyer. Similarly, at the option of the Buyer, this Agreement may be suspended or canceled upon written notice in the event that the Premises are destroyed by fire or other catastrophe, provided that such notice is given within ten [10] days of such event. In either such event, any advance payments made by Buyer to Seller for service which would have been rendered during such suspension or subsequent to such cancellation shall be refunded to Buyer.
18. IF MONITORING SERVICE IS FURNISHED, THEN, in the event the System transmits signals to the Seller's Monitoring Facility or any other monitoring facilities (herein collectively referred to as the "Monitoring Facility"), Seller, or its designee, agrees to monitor such signals. If the signals transmitted from the Premises will be monitored in police, fire, or municipal departments, the Seller, or its designee, agree to provide and

maintain, or cause to be provided and maintained, a remote monitoring facility consisting of a signal receiving equipment at such Monitoring Facility. Each site covered under this Agreement shall be designated in a separate Customer Information Form, a copy of which is attached and forms an integral part of this Agreement. Additional sites may be added on a case-by-case basis, to be approved individually and in writing by an authorized representative of the Buyer. All sites to be monitored are subject to the same terms and conditions of this Agreement.

19. RECEIPT OF SIGNALS/RESPONSE TO ALARMS:

a) **MONITORING FACILITIES:** The Seller, or its designees, shall do the following:

- 1) Upon receipt of a manual or automatic smoke or fire alarm signal, transmit the alarm to the fire department and the location designed by the Buyer and notify Buyer, or its designated representative, by calling the telephone number supplied to the Seller in writing by Buyer.
- 2) Upon receipt of any types of alarm signals other than as set forth in subsection 1) directly above, the Monitoring Facility shall make every reasonable effort to notify the appropriate police or fire department, or other persons or entities, designated by Buyer in writing to Seller, unless there is reasonable cause to assume that an emergency condition does not exist. The Monitoring Facility reserves the right to verify all alarm signals by telephone or otherwise before notifying emergency personnel and may discontinue any particular response service due to governmental or insurance requirements by giving notice in writing to Buyer.

b) **NON-SELLER MONITORING FACILITIES:** Buyer acknowledges that the signals transmitted from the Premises will be monitored in a Monitoring Facility not operated by the Seller, and that personnel in such Monitoring Facilities are not the agents of the Seller, nor does the Seller assume any responsibility for the manner in which such signals are monitored, or the response to such signal.

c) **TELEPHONE LINES:** Buyer acknowledges that if a digital communicator is utilized for the purposes of transmitting alarm signals from the Premises to the signal receiving equipment, the signals from the System are transmitted over Buyer's regular telephone service to the signal receiving equipment, and in the event Buyer's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from the System will not be received by the signal receiving equipment during any such interruption in telephone service and the interruption will not be known to Seller or the Monitoring Facility. Buyer further acknowledges and agrees that signals are transmitted over telephone company lines which are wholly beyond the control and jurisdiction of the Seller and are maintained and serviced by the applicable telephone company or utility. Buyer further acknowledges being advised that digital Systems should be connected to an RJ31X or equivalent jack which seizes the telephone lines and prevents other calls from being made while System is activated, and the Buyer may wish to install the service on a secondary telephone line. All costs associated with the installation, lease, maintenance and/or service of these line(s) are to be paid by the Buyer.

d) **FALSE ALARMS:** If Seller or a governmental authority dispatches an agent to respond to a false alarm originating from the Premises, where Buyer intentionally, accidentally or negligently has activated the alarm signal, or if Seller makes a repair call caused by the inadvertence or negligence of Buyer, Buyer shall, in addition to being responsible for any and all fees and/or fines assessed by the appropriate governmental authority with respect to such false alarms, pay to Seller the charges for a service call at its then existing rates.

20. If any of the following optional service plans are to be furnished pursuant to Section 1 hereof, Buyer authorizes and empowers Seller to repair, inspect, test and service the System between the hours of 8:30 a.m. and 5:00 p.m. on Monday through Friday excluding National and State holidays. Service required by the Buyer outside the above hours may be performed at Seller's discretion, at its then prevailing rates. These services are described as follows:

a) **PLANNED MAINTENANCE PLAN:** The Seller will arrange with Buyer to inspect, test and make necessary minor adjustments to all control equipment and component parts. All controllers, detectors and contacts will be tested and/or lubricated. Inspection includes replacement of any dry cell stand-by power supplies used in the System. Rechargeable batteries are not included under the PM Plan, and the Buyer will be charged for separately, when testing shall show their replacement to be necessary. The cost of any parts, and the labor to install said parts, other than dry cell batteries, is not included under this Planned Maintenance Plan.

b) **ADVANTAGE SERVICE PLANS:**

1) **ADVANTAGE SERVICE PLAN:** Under the Advantage Service Plan, the Seller shall provide any repairs and component parts necessitated by ordinary wear and tear, all of which shall be at Seller's expense. Under this plan, labor will be invoiced at the Seller's then prevailing preferred rate.

2) **ADVANTAGE PLUS SERVICE PLAN:** Under the Advantage Plus Service Plan, Seller will provide labor, in addition to any repairs and component parts necessitated by ordinary wear and tear to the System, all of which shall be at Seller's expense. All other repairs not specifically covered by a Planned Maintenance or Advantage Service Plans shall be at Buyer's expense. Service does not include service calls: to replace batteries, to reset accidentally triggered equipment, for the reconnection or modifications of, or extraordinary repairs to, the System, including, without limitation, repairs to the System due to changes in the Premises, additions to or changes in the System, and repairs of damages caused by parties other than the Seller ("Extraordinary Repair"). Buyer shall not permit anyone other than Seller to repair the System.

c) **SOFTWARE SERVICE PLAN:** Seller shall provide up to two [2] software updates per year based on Software Distributor's release, including labor to install updates on the Buyer's network or computer system, for all software specifically listed under the Agreement. Additional updates will be installed at a preferred rate.

21. IF TIME AND MATERIAL SERVICE is furnished, upon request, repairs, inspections and tests shall be made at Buyer's expense at Seller's then prevailing rates.



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERS MEETING

TO: Board of Alders

FROM: Wes Young

SUBJECT: AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF
WILLARD, MISSOURI, AUTHORIZING THE GRANTING OF A
UTILITY EASEMENT TO SPIRE GAS

ATTACHMENTS: 2

First Reading: 07/14/25
Bill No.: 25-45

Second Reading: 07/14/25
Ordinance No.: 250714C

AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE GRANTING OF A UTILITY EASEMENT TO SPIRE GAS

WHEREAS, the City of Willard, Missouri, is the owner of real property located at 222 W Jackson St., Willard, MO; and

WHEREAS, Spire Gas, a public utility duly authorized to provide gas services within the City of Willard, has requested an easement across a portion of said property for the purpose of installing, operating, maintaining, repairing, and replacing gas utility infrastructure; and

WHEREAS, the Board of Aldermen/City Council finds that granting such an easement is in the public interest and will promote the health, safety, and welfare of the residents of the City by ensuring reliable gas utility service;

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

SECTION I: The Board of Aldermen hereby authorizes the Mayor to execute an agreement for the and all necessary assurances, on behalf of the City of Willard, a municipal corporation, with Pire Gas 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 ordinance 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 14th day of July, 2025.

Approved By: _____

Troy Smith, Mayor

Attested By: _____
Rebecca Hansen, City Clerk

Approved as to Form: _____
Holly Dodge, City Attorney

EASEMENT

Greene County, Missouri

_____, 2025

For and in consideration of the sum of ONE AND NO/100 Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged.

THE CITY OF WILLARD, MISSOURI, a municipal corporation (Grantor)

102 South
Willard, MO 65781

owners of a tract of land described as follows: Part of Section 23, Township 30 North, Range 23 West as described in Book 2002 at Page 1793 of the Greene County, Missouri Records,

does hereby grant unto

SPIRE MISSOURI INC. (Grantee)

700 Market Street
St. Louis, MO 63101

its successors, assigns, lessees and tenants forever, the right and easement to construct, operate and maintain a gas distribution system consisting of mains, piping, valves, service connections, appurtenances and above ground structures along with the right to construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, in, under and across the following part of the aforesaid land, namely:

A twenty six foot (26') wide strip of land ("Easement") in the above parcel as shown on "Easement Exhibit A" and further described on "Easement Exhibit B", together with the rights to use additional space adjacent to the above-described easement as may be required during construction and the right of ingress to and egress from the above-described land and contiguous land owned by **Grantor**. In exercising its rights of access **Grantee** shall whenever practical, use existing roads or lanes.

Grantee, its successors and assigns, will have the right to use and control a line or lines of natural gas pipe for the circulation and distribution of natural gas for public or private use through the above-described property for all proper purposes connected with the installation, use, maintenance, and replacement of the line(s) of natural gas pipe, and with the attachment thereto of the service lines of its customers. Furthermore, **Grantee**, its successors and assigns, will have the right to use and control a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the

production of cathodic protection currents therein through the above-described property for all proper purposes connected with the installation, use, maintenance, and replacement of the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein. **Grantee** has the right and privilege of removing at any time, any or all the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein without surrendering its easement rights stated herein.

Grantee has the right and privilege of removing at any time, any or all the line of natural gas improvements without surrendering its easement rights stated herein. If the natural gas pipe to which the service line connection(s) of the undersigned is abandoned, the service line (s) and the connection(s) may be relocated to another natural gas pipe as directed by **Grantee**.

Grantors shall have the right to use and enjoy the above-described lands, except as to the rights herein conveyed. **Grantor** agrees not to obstruct or interfere with the normal use or maintenance of such pipeline or lines and any connections to the same along with cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein. The undersigned also agrees not to erect or cause to be erected any building or structure on said easement and not place fill in excess of five (5) feet on pipeline(s) or cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, or remove overburden (cover) such that pipeline or cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, does not have at least three (3) feet of remaining cover. **Grantee** shall also have the right to clear and keep clear brush, trees, shrubbery, roots and other obstructions which, in **Grantee's** judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line(s), lines and facilities, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein or any part thereof, within or upon the above described land.

Grantor further reserves the right to make other improvements it desires on, over, in or near the Easement Area and should **Grantor's** improvements plan so require, **Grantee** will remove its gas distribution system components, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, from the referenced Easement Area; provided however, that **Grantor** agrees to provide to **Grantee** written notice no less than 120 days before commencing work in connection with any such improvements. In connection with any such improvement, **Grantor** agrees to provide detailed information regarding such improvements to **Grantee** and to cooperate with **Grantee** to identify an alternate Easement Area owned or controlled by **Grantor** and agreeable to both parties with respect to which **Grantee** would be accorded rights substantially similar to those contemplated herein. In any such instance, the cost of removing and relocating the gas distribution system components, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein shall be paid by the **Grantor** if the removal and relocation is made necessary by the actions of **Grantor**.

Grantor warrants and will defend the title to said easement during its existence with the **Grantee** for its use and benefit against all parties whatsoever.

Grantee accepts this easement with the understanding and on the condition that whenever it shall make any excavations in the above-described property the **Grantee** will properly backfill all excavations and shall restore the ground as nearly as practicable to its former condition.

IN WITNESS WHEREOF, said THE CITY OF WILLARD, MISSOURI, has caused these presents to be signed the day and year first above written.

Name: _____

Print Name: _____

Title: _____

STATE OF _____)
) ss.
 COUNTY OF _____)

On the _____ day of _____, 2025, before me
 (insert Notary's name) _____, a notary public in and for said state,
 appeared _____, who being by me duly sworn, did say that he/she is
 _____(title) of THE CITY OF WILLARD, MISSOURI and that said instrument
 was signed on behalf of said THE CITY OF WILLARD, MISSOURI by authority of its
 _____(title) and the said _____(title)
 acknowledged said instrument to be the free act and deed of said THE CITY OF WILLARD, MISSOURI.

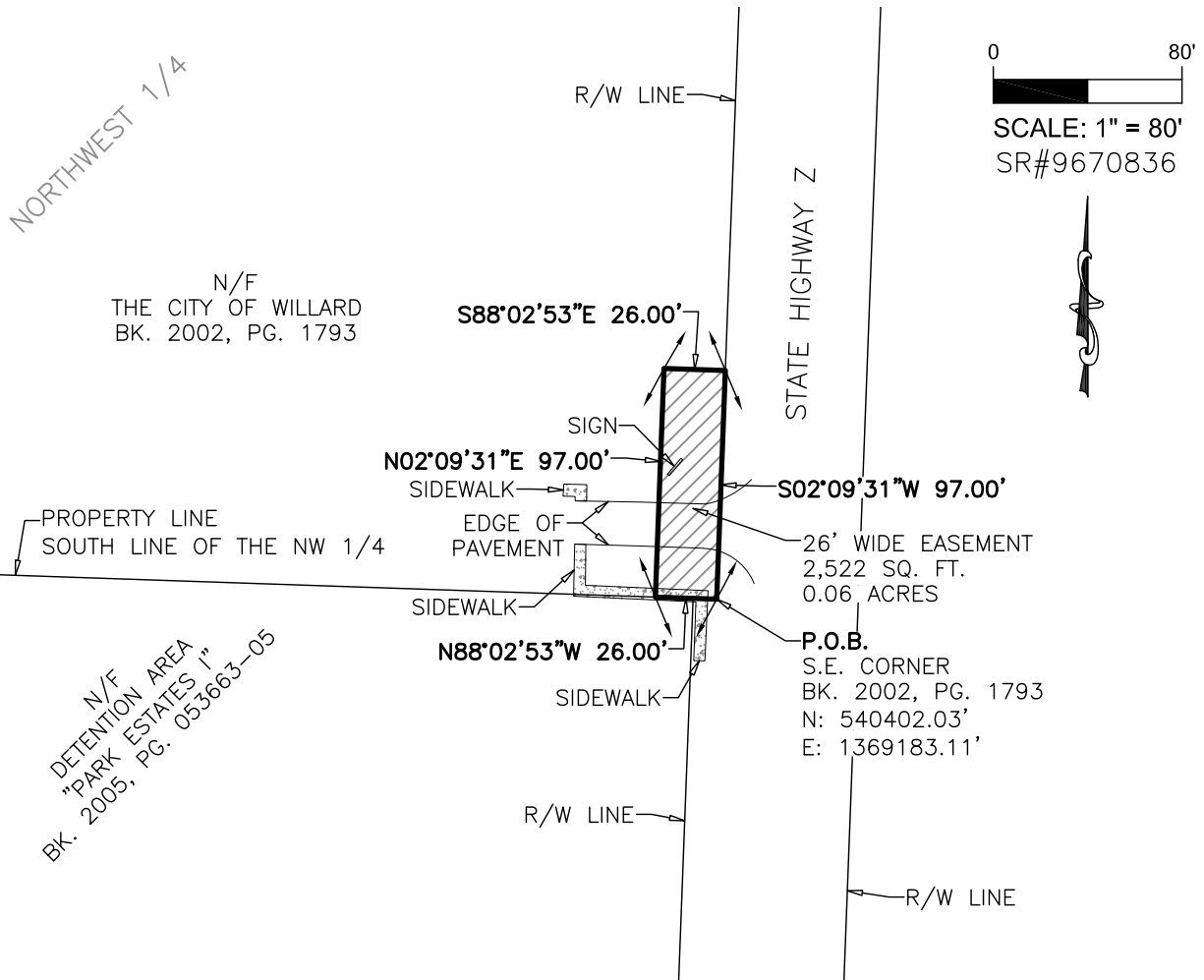
My Commission expires: _____

 Notary Public

 Printed Name

EASEMENT EXHIBIT A

PART OF THE NORTHWEST QUARTER OF SECTION 23,
TOWNSHIP 30 NORTH, RANGE 23 WEST OF THE 5TH P.M.,
CITY OF WILLARD, GREENE COUNTY, MISSOURI



NOTES:

1. Bearing referenced to Grid North of the Missouri Coordinate System 1983, Central Zone per GPS observations utilizing the MoDOT VRS RTK Network.
2. Outboundary shown hereon as per General Warranty Deed recorded on February 19, 1988 in Book 2002, Page 1793 of the Greene County Recorder of Deeds.
3. Centerline Distance = 97.00'

Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc
Corporate #0096

bfaeng.com

TELEPHONE: (636) 239-4751



103 ELM STREET, WASHINGTON, MISSOURI 63090

DRAWN BY	DATE	Project No.
A.C.W.	06-30-25	3712

EASEMENT EXHIBIT B

PART OF THE NORTHWEST QUARTER OF SECTION 23,
TOWNSHIP 30 NORTH, RANGE 23 WEST OF THE 5TH P.M.,
CITY OF WILLARD, GREENE COUNTY, MISSOURI

SR#9670836

LEGAL DESCRIPTION

A tract of land being part of the Northwest Quarter of Section 23, Township 30 North, Range 23 West of the 5th P.M., City of Willard, Greene County, Missouri, to wit:

Beginning at the Southeast Corner of a tract of land recorded on February 19, 1988 in Book 2002, Page 1793 of the Greene County Recorder of Deeds Office, also being the west right-of-way line of "State Highway Z" and the south line of the Northwest Quarter; thence leaving the west right-of-way line along the south line N88°-02'-53"W 26.00 ft. to a point; thence leaving said south line N02°-09'-31"E 97.00 ft. to a point; thence S88°-02'-53"E 26.00 ft. to a point on said west right-of-way line; thence leaving said west right-of-way line S02°-09'-31"W 97.00 ft. to the point of beginning, containing 0.06 acres.

Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc
Corporate #0096

DRAWN BY	DATE	Project No.
A.C.W.	06-30-25	3712

bfaeng.com

TELEPHONE: (636) 239-4751



103 ELM STREET, WASHINGTON, MISSOURI 63090



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERS MEETING

TO: Board of Alders

FROM: Wes Young

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

ATTACHMENTS: 4

First Reading: 07/14/25
Bill No.: 25-42

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

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

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

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

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

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

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

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

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

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

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

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

Approved By: _____

Troy Smith, Mayor

Attested By: _____

Rebecca Hansen, City Clerk

Approved as to Form: _____

Holly Dodge, City Attorney

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

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), entered into this 28th day of July, 2025, by and between Southwest Missouri Joint Municipal Water Commission ("JMUC") and City of Willard ("User");

WITNESSETH THAT:

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

WHEREAS, User has approved execution of a contract to become a member of JMUC;

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, this memorandum documents the following understanding:

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

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

THE CITY OF WILLARD,
MISSOURI

SOUTHWEST MISSOURI JOINT MUNICIPAL
WATER COMMISSION

By: _____
Troy Smith, Mayor

By: _____
Roddy Rogers, Executive Director

Date: _____

Date: _____

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

JOINT CONTRACT

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

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

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

WITNESSETH:

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

NOW, THEREFORE,

The Contracting Members agree as follows:

SECTION 1: EFFECTIVE DATE

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

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

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

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

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

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

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

SECTION 4: WITHDRAWAL

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

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

SECTION 5: AMENDMENT

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

SECTION 6: ADDITIONAL CONTRACTING MEMBERS

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

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

SECTION 7: BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

SECTION 8: OFFICERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 9: MEETINGS AND VOTING

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

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

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

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

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

SECTION 10: GENERAL POWERS

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

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

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

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

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

(E) employ agents and employees;

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

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

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

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

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

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

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

(L) have and use a corporate seal;

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

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

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

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

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

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

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

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

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

SECTION 12: FINANCING OF PROJECTS

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

SECTION 13: ANNUAL BUDGET; ASSESSMENTS

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

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

SECTION 14: THE EXECUTIVE DIRECTOR

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

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

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

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

SECTION 15: INDEMNIFICATION OF DIRECTORS AND OFFICERS

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

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

SECTION 16: CONTRACTS

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

SECTION 17: INTEREST OF CONTRACTING MEMBERS

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

SECTION 18: SERVICES OF CONTRACTING MEMBERS

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

SECTION 19: INFORMATION FROM CONTRACTING MEMBER

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

SECTION 20: NOTICES

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

SECTION 21: SEVERABILITY

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

SECTION 22: DUPLICATE ORIGINALS

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

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

(SEAL)

Mayor

ATTEST:

City Clerk

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

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

THIS AGREEMENT, entered into this ____ day of _____, 2025, by and between Southwest Missouri Joint Municipal Water Utility Commission ("JMUC") and the City of Willard, Missouri ("User").

WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, JMUC and User agree as follows:

ARTICLE 1. User's Storage Space

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

ARTICLE 2. Water Storage Rights

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

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

ARTICLE 3. Payments

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

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

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

Preliminary Pass-Through Contract
Based on May 5, 2025 Template
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(1) *Option A.* Under Option A, the first cost is \$300 per year per acre-foot, which will be amortized over a thirty-year period at a variable interest specified in the Federal Contract. The first payment will be due 30 days after the Federal Contract Date.

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

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

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

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

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

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

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

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

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ARTICLE 4. Sedimentation

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

ARTICLE 5. Uncontracted Storage Space

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

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

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

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

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

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

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

ARTICLE 6. Step-up Payments

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

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

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

ARTICLE 7. Default

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

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ARTICLE 8. Duration of Agreement

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

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

ARTICLE 9. User's Obligation

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

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

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

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

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

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

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

ARTICLE 10. Transfers and Assignments

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

ARTICLE 11. Notice

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

For User:

[]

For JMUC:

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

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

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

ARTICLE 12. Miscellaneous

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

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

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

ARTICLE 13. Definitions

- a. "User's Storage Space" means number of acre-feet allocated to User as specified in Article 1.
- b. "JMUC's Storage Space" means the number of acre-feet allocated to JMUC as specified in Article 1 of the Federal Storage Contract, subject to any adjustment for sedimentation in accordance with Article 4 of that contract.
- c. "Contracted Storage Space" means the portion of JMUC's Storage Space that has been contracted to individual users.
- d. "Uncontracted Storage Space" means the portion of JMUC's Storage Space that has not been contracted to individual users.
- e. "Unit Charge" means the amount specified in Article 3.a(1).
- f. "User's Uncontracted Storage Investment" means the balance of User's Uncontracted Storage Space Investment Account.
- g. "Total Uncontracted Storage Investment" means the sum of all users' Uncontracted Storage Investment Accounts.
- h. "Storage Space" means physical space within the Project that is used to store water.
- i. "Step-up Payment" any payment required by Article 3.a(3).

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

THE CITY OF WILLARD, MISSOURI

SOUTHWEST MISSOURI JOINT MUNICIPAL
WATER COMMISSION

By: _____

By: _____
Roddy Rogers, Executive Director

Date: _____

Date: _____

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EXHIBIT B: STORAGE AND WATER ACCOUNTING

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

1. Storage and Water Accounting Principles

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

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

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

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

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

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

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

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

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

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

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

2. Storage Accounting Formulas

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

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

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

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

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

W_u = User’s water withdrawal [Observed]

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

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

I_u = User’s share of Adjusted Inflow

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

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

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CI = Calculated Inflow [Equation 2.3]

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

CI = Calculated Inflow

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

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

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

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

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

3. Storage accounting procedures

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