

CITY OF WILLARD, MISSOURI

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



MEETING AGENDA AND PACKET

BOARD OF ALDERMEN

Regular Meeting

March 08, 2021

7:00 p.m.

Willard Community Bldg

220 W. Jackson

Mayor

Corey Hendrickson

Board Members

Donna Stewart

Sam Baird

Samuel Snider

Larry Whitman-Mayor Pro-Tem

Landon Hall

Tyler Kelly

www.cityofwillard.org

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
March 8, 2021
7:00 P.M.**

Posted March 3, 2021.

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at **7:00 p.m.** March 8, 2021 at the Willard Community Building, 220 W. Jackson.

The tentative agenda of this meeting includes:
PLEDGE OF ALLEGIANCE

Call the meeting to order

- 1. Roll Call.**
- 2. Agenda Amendments/Approval of Agenda.**

3. Consent Agenda:

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

- a. Minutes from regular meeting February 22, 2021.
 - b. January/February 2021 Outstanding Invoices, Check and Draft Paid Invoices.
 - c. Department Head Reports.
 - d. Board Attendance Report.
- 4. Discussion/Vote on current Outstanding Invoices, draft and Check Paid Invoices for January/February 2021.**
 - 5. Citizen Input.**
 - 6. Public Hearing on Preliminary Plat and Preliminary Development Plan for Hoffman Hills.**
 - 7. Discussion/Vote to approve the Preliminary Plat and Preliminary Development Plan for Hoffman Hills.**
 - 8. Ordinance accepting the contract with Land O'Frost as the Sponsor for the Parks Department Sports Program for 2021. (1st & 2nd Read) Discussion/Vote.**

9. **Ordinance accepting the agreement with Allgeier, Martin & Associates for Engineering Services. (1st & 2nd Read) Discussion/Vote.**
10. **New Business.**
11. **Unfinished Business.**
12. **Recess Open Session.**
13. **Open Executive Session.**
14. **Close Executive Session.**
15. **Adjourn Meeting.**

THE TENTATIVE AGENDA SHOWS THIS MEETING CLOSED PURSUANT TO RSMO SECTION 610.021 # (1) LEGAL.

IF YOU HAVE SPECIAL NEEDS, WHICH REQUIRE ACCOMMODATION, PLEASE NOTIFY CITY PERSONNEL AT CITY HALL. ACCOMMODATIONS WILL BE MADE FOR YOUR NEEDS. REPRESENTATIVES OF THE NEWS MEDIA MAY OBTAIN COPIES OF THIS NOTICE BY CONTACTING THE CITY CLERK AT 417-742-5302.

Jennifer Rowe
City Clerk



Agenda Item# 3

Consent Agenda:

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- a. Minutes from regular meeting February 22, 2021.
- b. January/February 2021 Outstanding Invoices, Check and Draft Paid Invoices.
- c. Department Head Reports.
- d. Board Attendance Report.

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
February 22, 2021
7:00 p.m.**

Staff present: City Clerk, Jennifer Rowe; and Director of Development, Randy Brown.

City Attorney Ken Reynolds was not present.

Citizens in attendance: None.

Call to Order.

Mayor Hendrickson called the meeting to order at 7:00 p.m.

Roll Call.

The City Clerk conducted the Roll Call. Alderman Kelly-present, Alderman Snider---, Alderman Stewart-present, Alderman Whitman-present, Alderman Baird-present, Alderman Hall--- and Mayor Hendrickson-present.

Agenda Amendments/Agenda Approval.

Motion was made by Alderman Baird and seconded by Alderman Stewart to approve the Agenda. Motion carried with a vote of 4-0. Voting aye: Aldermen Kelly, Stewart, Whitman and Baird.

Consent Agenda.

Motion was made by Alderman Whitman and seconded by Alderman Kelly to approve the Consent Agenda. Motion carried with a vote of 4-0. Voting aye: Aldermen Kelly, Stewart, Whitman and Baird.

Discussion/Vote to approve current January/February 2021 Outstanding Invoices, Check and Draft Paid Invoices.

Motion was made by Alderman Stewart and seconded by Alderman Baird to approve the current January/February 2021 Outstanding Invoices, Check and Draft Paid Invoices. Motion carried with a vote of 4-0. Voting aye: Aldermen Kelly, Stewart, Whitman and Baird.

Citizen Input.

None.

Ordinance accepting the contract with JCI for Pump Impellers. (2nd Read) Discussion/Vote.

Mr. Brown stated there were no changes from the first read. Discussion was made on D Lift Station. Mr. Brown stated the upgrade was needed due to increased capacity with the Hoffman Hills subdivision being built and added. Mr. Brown informed the board that a verbal agreement had been made with the Developer that they would cover roughly 66% of the cost of the impellers which would be split evenly and added to each building permit for the 235 lots. Alderman Baird requested something in place to ensure that fee does not get overlooked as permits are issued. Mr. Brown stated this could be worked into the Final Plat Ordinance.

The second read was conducted by the City Clerk.

Motion was made by Alderman Whitman and seconded by Alderman Kelly to accept the contract with JCI for Pump Impellers. Motion carried with a vote of 5-0. Voting aye: Aldermen Kelly, Stewart, Whitman, Hall and Baird.

New Business.

Discussion was made on high reads within town and if the City had the capability to catch water leaks before the meter reads were done for billing. Discussion was made on the new meter reading devices coming soon.

Mr. Brown informed the Board that Bart Williams of Highline Mini Storage had reached out to him. He informed him that he purchased the 52 Acres at the Meadows Water Tower. He will be adding in 15 Acres of Mini Storage and was interested in connecting to the City Water System and curious when sewer capacity would be available. Mr. Brown stated that he was unwilling to sign a consent to annex unless sewer was available, but still wanted to connect to water.

Mr. Brown also informed the Board that there is a Pre-Construction meeting for CMH this Thursday and they hope to break ground in 2 to 3 weeks.

Alderman Kelly asked about the sidewalk on Z Highway and if there was a possibility to extend it north of the REC Center to that housing development as kids were riding their bikes on the highway currently. Discussion was made on the sidewalk plans and possibly connecting a trail from the REC Center to that subdivision.

Unfinished Business.

None.

Adjourn.

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

The meeting was adjourned at 7:30 p.m.

Jennifer Rowe, City Clerk

Corey Hendrickson, Mayor

**CITY OF WILLARD
BOARD OF ALDERMEN**



**AGENDA ITEM # 3B
FINANCE DEPARTMENT**

ACTION REQUIRED: APPROVAL REQUESTED

- **Outstanding Invoices – February/March 2021**



City of Willard, MO

Pending Expense Approval Report - 1

By Vendor Name

Post Dates 2/24/2021 - 3/2/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: BAT150 - BATTLEFIELD SEPTIC, LLC					
Vendor: BAT150 - BATTLEFIELD SEPTIC, LLC					
BATTLEFIELD SEPTIC, LLC	180034-7292	03/02/2021	LIFT STATIONS WASTE REMOVAL - SEWER	20-700-55600	1,000.00
BATTLEFIELD SEPTIC, LLC	180034-7401	03/02/2021	FORCE MAIN WASTE REMOVAL - SEWER	20-700-51000	6,300.00
BATTLEFIELD SEPTIC, LLC	1800034-7423	03/02/2021	FORCE MAIN WASTE REMOVAL - SEWER	20-700-51000	1,800.00
Vendor BAT150 - BATTLEFIELD SEPTIC, LLC Total:					9,100.00
Vendor BAT150 - BATTLEFIELD SEPTIC, LLC Total:					9,100.00
Vendor: HVR100 - CAROLYN HALVERSON					
Vendor: HVR100 - CAROLYN HALVERSON					
CAROLYN HALVERSON	012621	02/28/2021	CELL PHONE REIMBURSEMENT - GEN	10-100-61000	50.00
Vendor HVR100 - CAROLYN HALVERSON Total:					50.00
Vendor HVR100 - CAROLYN HALVERSON Total:					50.00
Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES					
Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES					
COMMERCE CREDIT CARD SE	9592249	03/02/2021	AMAZON CPR MASK KITS (x2) - LAW	10-200-50130	17.90
COMMERCE CREDIT CARD SE	357	03/02/2021	USPS POSTAGE STAMPS - GEN/CT/W/S	10-100-50750	208.45
COMMERCE CREDIT CARD SE	357	03/02/2021	USPS POSTAGE STAMPS - GEN/CT/W/S	10-250-50750	7.15
COMMERCE CREDIT CARD SE	357	03/02/2021	USPS POSTAGE STAMPS - GEN/CT/W/S	20-600-50750	2.20
COMMERCE CREDIT CARD SE	357	03/02/2021	USPS POSTAGE STAMPS - GEN/CT/W/S	20-700-50750	2.20
COMMERCE CREDIT CARD SE	00074G	03/02/2021	DOLLAR GENERAL CLEANING SUPPLIES - GEN/CT/W/S	10-100-50550	8.75
COMMERCE CREDIT CARD SE	00074G	03/02/2021	DOLLAR GENERAL CLEANING SUPPLIES - GEN/CT/W/S	10-250-50550	8.75
COMMERCE CREDIT CARD SE	00074G	03/02/2021	DOLLAR GENERAL CLEANING SUPPLIES - GEN/CT/W/S	20-600-50550	8.75
COMMERCE CREDIT CARD SE	00074G	03/02/2021	DOLLAR GENERAL CLEANING SUPPLIES - GEN/CT/W/S	20-700-50550	8.75
COMMERCE CREDIT CARD SE	3405810	03/02/2021	AMAZON PADLOCKS WITH ADJUSTABLE SHACKLES (x2)- LAW	10-200-52000	14.62
Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:					287.52
Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:					287.52
Vendor: CON170 - CONCO COMPANIES					
Vendor: CON170 - CONCO COMPANIES					
CONCO COMPANIES	7001521208	03/02/2021	ROCK CHIPS FOR ICE CONTROL - STS	10-300-50130	454.57
CONCO COMPANIES	7001521242	03/02/2021	ROCK CHIPS FOR ICE CONTROL - STS	10-300-50130	218.94
Vendor CON170 - CONCO COMPANIES Total:					673.51
Vendor CON170 - CONCO COMPANIES Total:					673.51

Pending Expense Approval Report - 1

Post Dates: 2/24/2021 - 3/2/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
Vendor: DRU100 - DRURY UNIVERSITY						
Vendor: DRU100 - DRURY UNIVERSITY						
DRURY UNIVERSITY	WPD #22421	03/02/2021	W HANSEN FIELD OFFICER TRAINING SCHOOL - LAW	10-200-56950	300.00	
					Vendor DRU100 - DRURY UNIVERSITY Total:	300.00
					Vendor DRU100 - DRURY UNIVERSITY Total:	300.00
Vendor: GRE370 - GREENE COUNTY MISSOURI						
Vendor: GRE370 - GREENE COUNTY MISSOURI						
GREENE COUNTY MISSOURI	022321	03/02/2021	APRIL 6, 2021 ELECTION EXPENSE - GEN	10-100-55900	4,916.00	
					Vendor GRE370 - GREENE COUNTY MISSOURI Total:	4,916.00
					Vendor GRE370 - GREENE COUNTY MISSOURI Total:	4,916.00
Vendor: LOS200 - LAKELAND OFFICE SYSTEMS						
Vendor: LOS200 - LAKELAND OFFICE SYSTEMS						
LAKELAND OFFICE SYSTEMS	IN358685	03/02/2021	1/20 - 2/19 COPIES - PKS	30-800-50700	3.75	
LAKELAND OFFICE SYSTEMS	IN358686	03/02/2021	1/20 - 2/19 COPIES - LAW	10-200-50700	37.12	
LAKELAND OFFICE SYSTEMS	IN358687	03/02/2021	1/20 - 2/19 COPIES - GEN/CT/P&D/W/S	10-100-50700	38.13	
LAKELAND OFFICE SYSTEMS	IN358687	03/02/2021	1/20 - 2/19 COPIES - GEN/CT/P&D/W/S	10-250-50700	6.35	
LAKELAND OFFICE SYSTEMS	IN358687	03/02/2021	1/20 - 2/19 COPIES - GEN/CT/P&D/W/S	10-400-50700	6.35	
LAKELAND OFFICE SYSTEMS	IN358687	03/02/2021	1/20 - 2/19 COPIES - GEN/CT/P&D/W/S	20-600-50130	38.13	
LAKELAND OFFICE SYSTEMS	IN358687	03/02/2021	1/20 - 2/19 COPIES - GEN/CT/P&D/W/S	20-700-50130	38.13	
					Vendor LOS200 - LAKELAND OFFICE SYSTEMS Total:	167.96
					Vendor LOS200 - LAKELAND OFFICE SYSTEMS Total:	167.96
Vendor: MPI150 - MELTON PROPANE, INC.						
Vendor: MPI150 - MELTON PROPANE, INC.						
MELTON PROPANE, INC.	32341	03/02/2021	PROPANE GAS - LAW	10-200-62100	399.75	
					Vendor MPI150 - MELTON PROPANE, INC. Total:	399.75
					Vendor MPI150 - MELTON PROPANE, INC. Total:	399.75
Vendor: ORE145 - O'REILLY AUTOMOTIVE, INC						
Vendor: ORE145 - O'REILLY AUTOMOTIVE, INC						
O'REILLY AUTOMOTIVE, INC	2367-346521	03/02/2021	SAW TANK SUPPLIES - WATER	20-600-52000	48.08	
O'REILLY AUTOMOTIVE, INC	2367-347587	03/02/2021	ABSORBENT - WATER	20-600-50130	6.49	
					Vendor ORE145 - O'REILLY AUTOMOTIVE, INC Total:	54.57
					Vendor ORE145 - O'REILLY AUTOMOTIVE, INC Total:	54.57
Vendor: SCU425 - SCURLOCK INDUSTRIES						
Vendor: SCU425 - SCURLOCK INDUSTRIES						
SCURLOCK INDUSTRIES	0030687-IN	03/02/2021	MANHOLE ADJUSTMENT RINGS - SEWER	20-700-51000	347.40	
					Vendor SCU425 - SCURLOCK INDUSTRIES Total:	347.40
					Vendor SCU425 - SCURLOCK INDUSTRIES Total:	347.40
Vendor: SPR250 - SPRINGFIELD BUSINESS JOURNAL						
Vendor: SPR250 - SPRINGFIELD BUSINESS JOURNAL						
SPRINGFIELD BUSINESS JOUR	2021	03/02/2021	ANNUAL PRINT & DIGITAL SUBSCRIPTION - GEN	10-100-55800	99.00	
					Vendor SPR250 - SPRINGFIELD BUSINESS JOURNAL Total:	99.00
					Vendor SPR250 - SPRINGFIELD BUSINESS JOURNAL Total:	99.00

Pending Expense Approval Report - 1

Post Dates: 2/24/2021 - 3/2/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: GCT100 - SPRINGFIELD GREENE COUNTY OFFICE OF EM					
Vendor: GCT100 - SPRINGFIELD GREENE COUNTY OFFICE OF EM					
SPRINGFIELD GREENE COUNT	1stQtr2021	03/02/2021	JANUARY - MARCH PRE-DISASTER SERVICES - EM	10-500-55600	4,208.00
Vendor GCT100 - SPRINGFIELD GREENE COUNTY OFFICE OF EM Total:					4,208.00
Vendor GCT100 - SPRINGFIELD GREENE COUNTY OFFICE OF EM Total:					4,208.00
Vendor: GTR100 - THE GOODYEAR TIRE & RUBBER CO					
Vendor: GTR100 - THE GOODYEAR TIRE & RUBBER CO					
THE GOODYEAR TIRE & RUBB	018-1201767	03/02/2021	PD CAR 5 TIRES (x4), MOUNT & BALANCE - LAW	10-200-71000	577.28
Vendor GTR100 - THE GOODYEAR TIRE & RUBBER CO Total:					577.28
Vendor GTR100 - THE GOODYEAR TIRE & RUBBER CO Total:					577.28
Vendor: WTV100 - WILLARD HOME CENTER LLC					
Vendor: WTV100 - WILLARD HOME CENTER LLC					
WILLARD HOME CENTER LLC	D38526	03/02/2021	SAW TANK HARDWARE - WATER	20-600-52000	6.99
WILLARD HOME CENTER LLC	B161020	03/02/2021	PADLOCKS, FERRULES, & CABLE - LAW	10-200-52000	32.12
Vendor WTV100 - WILLARD HOME CENTER LLC Total:					39.11
Vendor WTV100 - WILLARD HOME CENTER LLC Total:					39.11
Grand Total:					21,220.10

Report Summary

Fund Summary

Fund	Expense Amount
10 - GENERAL FUND	11,609.23
20 - WATER AND SEWER FUND	9,607.12
30 - PARKS FUND	3.75
Grand Total:	21,220.10

Account Summary

Account Number	Account Name	Expense Amount
10-100-50550	CUSTODIAL SUPPLIES-GC	8.75
10-100-50700	OFFICE SUPPLIES-GCG	38.13
10-100-50750	POSTAGE-GCG	208.45
10-100-55800	DUES AND SUBSCRIPTIO	99.00
10-100-55900	ELECTION EXPENSE-GCG	4,916.00
10-100-61000	TELEPHONE-GCG	50.00
10-200-50130	SUPPLIES-LAW	17.90
10-200-50700	OFFICE SUPPLIES-LAW	37.12
10-200-52000	SUPPLIES SMALL EQUIP	46.74
10-200-56950	TRAINING & EDUCATION	300.00
10-200-62100	UTILITIES GAS-LAW	399.75
10-200-71000	VEHICLE REPAIR & MAIN	577.28
10-250-50550	CUSTODIAL SUPPLIES	8.75
10-250-50700	OFFICE SUPPLIES-COURT	6.35
10-250-50750	POSTAGE-COURT	7.15
10-300-50130	SUPPLIES-STREETS	673.51
10-400-50700	OFFICE SUPPLIES-P&D	6.35
10-500-55600	CONTRACT LABOR-EM	4,208.00
20-600-50130	SUPPLIES-WATER	44.62
20-600-50550	CUSTODIAL SUPPLIES-W	8.75
20-600-50750	POSTAGE-WATER	2.20
20-600-52000	SUPPLIES SMALL EQUIP	55.07
20-700-50130	SUPPLIES-SEWER	38.13
20-700-50550	CUSTODIAL SUPPLIES-SE	8.75
20-700-50750	POSTAGE-SEWER	2.20
20-700-51000	REPAIRS AND MAINTEN	8,447.40
20-700-55600	CONTRACT LABOR-SEWE	1,000.00
30-800-50700	OFFICE SUPPLIES-PKS	3.75
Grand Total:	21,220.10	

Project Account Summary

Project Account Key	Expense Amount
None	20,872.70
5100021	347.40
Grand Total:	21,220.10

Parks and Recreation - Director's Report – March 2021

Department Tasks

Quote of the Month: “The quality of our expectations determines the quality of our actions.” Andre Godin

Budget

We are receiving payments for gym sign advertising. As an improvement to the advertising program, we are including a smaller banner for hanging at the pool facility. This helps us to recognize continued support of the businesses that continued to support us even though the Rec Center facility was closed to the public. Soccer Registration is ongoing, we currently have approximately 150 players registered, or around \$6,500 in revenue.

Event/Program Planning and Recap

Soccer is currently open for registration. Day camp planning is currently underway. Freedom Fest Planning is ongoing. We are working to gather business and sponsor partners for the event. We have hired an aquatics director and will begin planning summer hours and aquatic program offerings soon. (first day Mar 15) We have started to increase the offerings of exercise programs.

Maintenance

The maintenance department is working to clear out flower beds and refresh the mulch in the parks. We have also placed two of the donated solar powered charging stations. The bistro table “Grasshopper” has been installed at the Aquatic Center, and the bench has been installed at the Veteran’s Memorial. We hope to set the third and final piece this month, weather permitting.

New Playground Project

I have started the information gathering process for playground improvements at Jackson Street Park. I have been approached by multiple individuals requesting an “inclusive” playground. Ideally, this playground would have play features for individuals utilizing mobility aides as well as play features for those with atypical mental development. I have contacted multiple playground manufacturers to request proposals (no charge) to begin working with community advocates to build interest in this project. We are trying to recruit a project management student from Missouri State to take on the project as their capstone/thesis project. This would save staff cost and time, and will be a great “real world” learning experience for them. I anticipate completion of this project to occur in 2023, corresponding with the budgeted capital improvement for playground equipment. I will also be submitting a LWCF grant application in 2022 for improvements to Jackson Street Park.

Vacancies

The sports position remains vacant; at time of writing we have received few qualified applicants for the position. We have multiple interviews scheduled.

Park Board

The Park Board is now at full capacity.

Public Works Report

February 2021

Water

- The water department spent the month on routine operations including collecting water samples, monthly meter reading, daily monitoring of our four wells and maintenance on our chlorine monitoring systems.
- We completed 44 utility locates for the month.
- We completed 63 Work orders for the month.
- We fixed a water leak on Farm Road 101 south of EE.
- We fixed a difficult leak at the intersection of Mill and Miller, we had to jackhammer concrete from around the pipe under the box culvert. We were able to fix it live so no interruption to the school's water supply was necessary.
- In preparation for the cold weather we added extra insulation to the well houses.
- We had to rebuild a plastic line on the booster pump for well 1, the well is now back in service.
- We had to replace 6 meters that froze and busted due to the cold weather.
- We spent multiple days on calls for frozen meters, we were able to thaw and get the water flowing again in about 10% of them, the rest were frozen lines in and under there houses. We then spent multiple days turning off and on water services for plumbers to fix the lines.

Sewer

- We have finished mapping the out the D drainage basin and as soon as ArcGIS is updated, we should have Willard and the Meadows sewer maps done to an accuracy of 98%+.
- We had to replace an oil sensor unit on the generator at our D lift station.
- We have had two rounds of issues with fuses on the power pole at our D lift station, at this point Liberty thinks they have it fixed.
- Drawdown tests have been done at all the lift stations in Willard and the Meadows.
- We had another force main break on old Willard Road between Air relief valve #3 and #4. This break was two feet south of the first one, we were able to fix it reasonably quick and the only overflow was at the point of failure. DNR was notified and all paperwork has been completed.

- We continue to work on I&I issues and have fixed various deficiencies at the following locations: 604 Daniel and 103 Fonda. We rehabbed manholes D-017, D-024, D-026, D-027, D-043, D-052, D-060, D-065, D-069, D-071, D-072 and D-195.

Streets

- We have had multiple rounds of spreading salt and multiple days of plowing snow throughout the city. Subzero temperatures for multiple days made effective snow and ice removal a challenge. We used a mix that was heavier with lime chips to at least give some traction until temps rose enough to allow us to remove the last of the snow.
- The extreme cold seems to have increased the size and severity of potholes throughout the city, especially on New Melville. I have spoken with APAC and they should be making hot mix the week of March 8th so we can fix all these issues.

Equipment Usage and Repairs

February 2021

Equip #	Description	Prior Month Miles/Hours	Current Month Miles/Hours	Monthly Usage	Service and Repairs	YTD Repair Cost
1	2013 Ford F-150	88,229	89,108	879	\$0.00	\$0.00
2	2004 Chevy 1 Ton Dump	150,409	151,531	1,122	\$0.00	\$0.00
3	2003 Chevy 1 Ton Utility - Sewer	180,388	180,903	515	\$0.00	\$0.00
4	1998 Dodge 1/2 Ton FB	128,104	128,162	58	\$0.00	\$0.00
5	2001 Chevy 1500	114,190	114,459	269	\$0.00	\$0.00
6	2000 Chevy 3/4 Ton FB	150,758	151,484	726	\$0.00	\$0.00
7	1993 Ford 1 Ton Utility - Water	94,694	94,694	-	\$0.00	\$0.00
8	2005 International 3200 Dump	21,569	21,569	-	\$0.00	\$0.00
9	2017 Chevy Silverado	36,604	37,546	942	\$0.00	\$0.00
10	Water Van	384	384	-	\$0.00	\$0.00
11	1998 Chevy S-10	157,259	157,259	-	\$0.00	\$0.00
12	Case Backhoe	3,535	3,585	50	\$404.52	\$404.52
13	60XT Case Skid Steer	1,568	1,568	-	\$0.00	\$0.00
14	JD Tractor	3,199	3,199	-	\$0.00	\$0.00
15	Kubota RTV 1100	930	931	1	\$0.00	\$0.00
					\$404.52	\$404.52

Description of Repair/Service	
PD#1	2013 Dodge Charger
PD#2	2013 Dodge Charger
PD#3	2013 Dodge Charger
PD#4	2017 Ford Explorer
PD#5	2019 Dodge Charger
PD#6	2013 Dodge Charger
PD#7	2017 Ford Explorer
PD#8	2008 Harley Davidson

Monthly Water Loss 2021

Current Month
2

Month	January	February	Annual Average	Annual
Amount of Gallons Pumped	29,620,700	30,270,900	29,945,800	59,891,600
Dollar Amount Sold	\$80,766.74	\$79,594.44	\$80,180.59	\$160,361.18
Gallons of Water Sold	16,780,000	16,153,000	16,466,500	32,933,000
Flushing	0	0	0	0
Leaks/Adjustments	30,000	175,000	102,500	205,000
City Usage (not billed)	108,000	15,000	61,500	123,000
Fire Dept	12,000	16,000	14,000	28,000
Tower Overflows	0	0	0	0
Residuals	45,000	45,000	45,000	90,000
Total Gallons Accounted For	16,855,000	16,373,000	16,614,000	33,228,000
% Water Loss	43.10%	45.91%	44.52%	
Amount of Water Lost	12,765,700	13,897,900	13,331,800	26,663,600
Willard North #1	3,333,200	2,523,100	2,928,150	5,856,300
Willard South #2	4,439,900	4,602,600	4,521,250	9,042,500
Meadows West #1	12,055,600	12,809,200	12,432,400	24,864,800
Meadows East #2	10,292,000	10,836,000	10,564,000	21,128,000
Correction per MRWA Willard Well 1&	-500,000	-500,000	-500,000	-1,000,000
Total Water Pumped	29,620,700	30,270,900	29,945,800	59,891,600

Customer Count

City Commercial Irrigation	14	14	14	
City Commercial 1 SPF	129	129	129	
City Commercial 3 Water only	20	21	21	164
City Residential Irrigation	3	3	3	
City Residential 1 SPF	2008	2014	2,011	
City Residential 3 Water Only	72	72	72	2,086
Rural Irrigation	4	5	5	
Rural Residential 1 SPF	7	8	8	
Rural Residential 2 Lagoon	276	274	275	
Rural Residential 3 Water Only	872	873	873	1,160
Rural Commercial 2 Lagoon	3	3	3	
Rural Commercial 3 Water only	13	13	13	
Zero-Non Billed	9	9	9	25
Number of Total Customers	3430	3438	3434	3434

Service Consumption

City Commercial Irrigation	19,000	11,000	15,000	
City Commercial 1 SPF	2,724,000	2,153,000	2,438,500	
City Commercial 3 Water only	49,000	180,000	114,500	2,568,000
City Residential Irrigation	1,000	1,000	1,000	
City Residential 1 SPF	8,001,000	7,917,000	7,959,000	
City Residential 3 Water Only	383,000	363,000	373,000	8,333,000
Rural Irrigation	-	-	0	
Rural Residential 1 SPF	52,000	57,000	54,500	
Rural Residential 2 Lagoon	1,080,000	1,097,000	1,088,500	
Rural Residential 3 Water Only	4,245,000	4,230,000	4,237,500	5,380,500
Rural Commercial 2 Lagoon	16,000	17,000	16,500	
Rural Commercial 3 Water only	90,000	96,000	93,000	109,500
Zero-Non Billed	120,000	31,000	75,500	75,500
Total Gallons of Consumption	16,780,000	16,153,000	16,466,500	16,466,500



Willard Police Department
February 2021 - Monthly Statistical Report



Administration	Officer – DSN	Case #'s
Tom McClain, Chief	1601-001	5
Shannon Shipley, Lt.	1602-003	13
	Total	18

Squad #1	1603-044	Billie Deckard, Cpl	18	Squad #2	1604-027	Steve Purdy, Cpl. Investigator	22
	1607-050	Caleb Steen, Officer	37		1609-051	Wayne Hansen, Officer	12
	1610-055	Michael Tinsley, Officer	33		1608-054	Stefan Collette, Officer	43
	1605-056	Mark Cole, Officer	30		1606-053	Meagan Collins, Officer	29
	Total		118		Total		106

Reserves	Officer	Officer Names	Case #'s	Hours
	1630-024	Clint Heimbach, SRO		
	1631-045	Cindy Garton, SRO		
	1632-052	Mark Riggan, SRO		
	1641-014	Brian Gordon, Reserve		
	1642-015	JD Landon, Reserve		8
	1645-047	Glenn Cozzens, Reserve		
	1646-031	Andrew Hunt, Reserve		
	1643-048	Tim Wheeler, Reserve		
	1647-049	Brandon Bond, Reserve		6
	Total			
Total Incidents for the month...			242	

Incident Statistics

Felony	5	HBO (Handled by Officers)	111
Misdemeanor	12	Use of Force	0
Infraction	87	Dog at Large	3
Other (Services)	139	Neglect- 1 / Abuse- 0 / Bites- 0	

Vehicle Maintenance

Vehicle	Odometer Reading	Monthly Mileage	Shifts Used	Miles per Shift	Monthly Maintenance	Year to Date Maintenance
WPD-01 2013 Charger	115,521	398	19	21	0	0
WPD-03 2013 Charger	148,228	0	0	0	0	302.00
WPD-04 2018 Explorer	71,899	2096	37	57	577.28	654.78
WPD-05 2019 Charger	46,222	1630	27	60	8.45	743.51
WPD-06 2020 Charger	34,575	722	11	66	35.00	35.00
WPD-07 2017 Explorer	17,170	416	14	30	0	0
WPD-08 M Harley	5,740	0	0	0	0	0

Vehicle Maintenance Details

WPD-01:	WPD-05: DS headlight
WPD-03:	WPD-06: radio parts/mic
WPD-04: tires	WPD-07:

Misc. Dept. Info:

Planning and Development Report
March 8, 2021

Ongoing Projects-

ATM Commercial Subdivision Phase 2 Gauge Crossing Subdivision- Staff has issued one Final C/O and 5 temporary occupancies have been released. All of the remaining homes have had a rough -in inspection and are in various stages of completion.

Canterbury Place Subdivision- Staff has inspected 8- footings and 7- foundation walls for the developer. Framing has started on 4 of the lots.

Hunt Rd. Sidewalk TAP-5944(804) – The final paperwork has been submitted to Mo DOT for final payment and project closeout.

North Brook Apartments- work continues on the inside and outside. A fire suppression hydrostatic test was performed 3-1-21 on the inside sprinkler system. It was pressurized to 200 psi for two (2) hours. The test passed. Staff anticipates 2-3 weeks to completion on the inside of the structure.

R-1 Buildings – Staff currently has twenty (20) single family home permits issued.

West Ridge- APAC has completed the construction of the sidewalks, they still have dirt work to complete. Singer Construction needs to test the sanitary sewer. Staff has received a draft of the Final Plat from the developer's engineer and has provided the developer with a checklist of other items to be submitted to complete the packet submittal.

Miller Rd. Project- Staff has contacted Great River Engineering and discussed the importance of the project being completed on time. Staff has been informed by the consultant that the contractor should mobilize again by the middle to end of the month and that the contractor anticipates completion in approximately three to four weeks from time of arrival.

CMH- Staff has received the revisions on the building plans and the civil engineering plans and has approved the plans for construction. Staff attended a pre-construction meeting on 2-26-21 at the CMH Facility in Bolivar. We will be processing the building permit as soon as we receive the application for the building permit along with the Contractor's Business license application. Bailey Pyle Builders will be the general contractor and Emery Sapp will be doing the grading work. Locates have been called in and staff will be meeting contractors on-site this week(3-4-21) Staff anticipates crews will be mobilizing and breaking ground in the next two weeks.

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

Hoffman Hills Subdivision- Staff has reviewed the preliminary development plan and plat based on the requirements of Section 400.510 of the Willard Municipal Code and we have received

approval comments from Cochran Engineering. Staff has provided a separate packet of information concerning this development for your review and consideration, as this will be an agenda item later in the meeting . A public hearing was held during the Planning and Zoning meeting on February 23,2021 for citizen comment and discussion. No negative comments were received. The Planning and Zoning Commission approved the Preliminary Development Plan and Plat contingent on the completion and approval of the traffic study. Staff has provided an e-mail correspondence letter from Cochran Engineering approving the traffic study. (please see additional information provided.)

Additional projects – Yearend filing of completed project permits , water policies and water fee structure review, wastewater engineering report, filing and processing Non -Residential User Pretreatment Questionnaires and FOG paperwork. Staff continues to assist other departments as needed.

Planning Assistant- Please find the attached monthly update from Abby.

If you have any questions, please contact me at City Hall or develop@cityofwillard.org
Randy Brown, Director of Development

Planning and Development:

8 permits were issued in January totaling \$6,184.35 in permit fees collected and has an estimated construction cost of \$530,539. Estimated value of work done year to date is \$967,289, with total permit fees collected at \$12,847.05

There has been a total of 74 Pre-Treatment Surveys submitted so far. Many need reviewed by City staff, and several did not submit the \$10 administrative fee.

Completed the sunshine requests for BuildZoom.

Public notices were mailed out for Hoffman Hills.

Assisted business owners with Pre-treatment and FOG applications.

Mapping:

Received the Boundary and Annexation Survey from Census. Everything has been downloaded and is ready to be edited and sent to the BAS staff.

Map data of the Lift Station D is being updated.

Sketches for the pre-treatment survey are being made with collaboration with Public Works and business owners, when requested. There have been numerous sketches found and printed from the City's construction plan records.

Sewer & water line maps were printed for the area around Hwy's AB & EE.

Prosecuting Clerk:

436 Open cases without dispositions (321 have active warrants)

239 Open cases with dispositions, are pending payments (199 have active warrants)

121 Probation cases (30 have a class or community service hours to complete)

13 Deferred cases (3 have a class to complete)

2 Discoveries were sent to defense attorneys

There were 4 trials scheduled in February, 3 of them were reset to March due to weather

There are 4 trials scheduled in March.

-Abigail Brixey

CITY CLERK: (Informational only) FEBRUARY 2021

- ~Issued 17 Business Licenses.
- ~Assisted other departments with grant paperwork and research.
- ~Completed all Agendas, packets, Proclamations, Resolutions, Ordinances and typed Minutes for BOA, BOADJ, P&Z, ECDTF, Traffic Committee and Tree Board.
- ~Updated website with new information.
- ~Assisted with gathering and writing articles for the Newsletter.
- ~Maintained updated "streetlight outage" list and ensured Liberty was notified.
- ~Handled citizen complaints and directed to the appropriate department heads.
- ~Ensured public notices were completed and sent to the paper.
- ~Completed Sunshine requests as received.
- ~Organized and hosted SWMOCCFOA Clerks Training online.
- ~Completed bid proposals and ensured advertising was complete.

EMERGENCY MANAGEMENT: (Informational only) FEBRUARY 2021

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

COVID-19:

Staff is continuing to maintain precautions to prevent the spread of Covid-19 within the office. As mentioned before, the Declaration of Local Emergency will be expiring at the end of March. This will be brought to the BOA Meeting 3/22/21 to be voted on. Employees within Public Works have begun to receive their vaccinations against Covid-19 as well.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION		Municipality: Willard Municipal Court	Reporting Period: Feb 1, 2021 - Mar 1, 2021	
Mailing Address: 224 W JACKSON ST, WILLARD, MO 65781				
Physical Address: 224 W JACKSON ST, WILLARD, MO 65781			County: Greene County	Circuit: 31
Telephone Number:		Fax Number:		
Prepared by: JESSICA TRUITT		E-mail Address:		
Municipal Judge: Kristoffer Barfield				
II. MONTHLY CASELOAD INFORMATION				
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		17	357	133
B. Cases (citations/informations) filed		1	13	2
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	17	10
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	7	0
6. dismissed by court		0	0	0
7. <i>nolle prosequi</i>		0	1	2
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		1	25	12
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		17	345	123
E. Trial de Novo and/or appeal applications filed		0	0	0
III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS		
1. # Issued during reporting period	10	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	3	<input checked="" type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	588			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: Willard Municipal Court	Reporting Period: Feb 1, 2021 - Mar 1, 2021
---------------------------------	---------------------------------------	---

<u>V. DISBURSEMENTS</u>			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.	
Fines - Excess Revenue	\$0.00	Overpayments Detail Code	\$135.50
Clerk Fee - Excess Revenue	\$0.00	Total Other Disbursements	\$135.50
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$135.50
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Bond Refunds	\$0.00
Total Excess Revenue	\$0.00	Total Disbursements	\$135.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$0.00		
Clerk Fee - Other	\$0.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$0.00		
Law Enforcement Training (LET) Fund surcharge	\$0.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$0.00		

CITY OF WILLARD, MISSOURI

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



Agenda Item# 7

Discussion/Vote to approve the Preliminary Plat and Preliminary Development Plan for Hoffman Hills.

Hoffman Hills Preliminary Development Plat and Plan Background Report

Date: March 1 ,2021

Location: The subject property is located north of East Granite Rd. south of New Melville Rd and directly west of the Fox Creek Subdivision. Located in the SE1/4 of the NE1/4 of Section 26, Township 30N, Range 23W Parcel ID # 0736200001

Tract Size: Approximately 79.3 acres

Existing Zoning: R-1

Proposed Zoning: R-1PDD

Surrounding Land Uses: North- undeveloped C-2

South- undeveloped R-1

East- R-1PDD Fox Creek Subdivision

West- R-1PDD Stone Creek Sub, Cedar Ridge, Southridge,
R-1 Strawberry Hills

History: The Planning and Zoning Commission approved the sketch plan on 10-27-20 and the BOA approved the same on 11-9-20 for this 234 unit PDD consisting of 70 Patio Homes and 164 R-1 single family dwellings. Staff has reviewed the information submitted by the Developer's Engineer based on the requirements of the Willard Municipal Code Section 400.510 and have provided a packet containing supporting documentation including comments from Cochran Engineering. No comments were received from the Fire Department. Notice of Public Hearing was advertised per Section 400.360 and letters were sent by mail to all residents within 185 ft. of the subject property. Staff has not received any comments or concerns from the surrounding properties.

This is a phased development that will be constructed in three (3) phases starting with the construction of seventy (70) patio homes and thirty-seven (37) R-1 homes scheduled for completion in roughly eighteen (18) months. An agreement has been reached for the developer to pay a pro-rata cost of the impeller upgrade that will be required for the pumps at the downstream Lift Station. The costs will be charged to each building permit as the subdivision is built out. In addition, a connection to the existing Granite Road has been proposed by the developer and ROW has been granted for the future extension of Granite Rd. going east. The Planning and Zoning Commission approved the Preliminary Plat and Development Plan contingent on the completion of the traffic study being submitted and approved by the City consultant prior to the BOA meeting. Staff has included the comment letter regarding the traffic study from Cochran Engineering for your review.

Staff ask for your consideration to approve the preliminary plat and development plan as presented . If you have any questions, please contact me at City Hall prior to the meeting.

Randy Brown

Willard Clerk

From: Planning and Development
Sent: Tuesday, March 2, 2021 1:57 PM
To: Willard Clerk
Subject: FW: Hoffman Hills - TIS update

Jenn, here is the comment letter from Cochran regarding the completion of the traffic study. P/Z recommended approval based on the completion and approval of the study. Please include this in the BOA PACKET (Hoffman stuff) and I will be sending an updated background report to correspond. Also I will try to get my boa report today if not it will be first thing Thurs as I'm out tomorrow – thanks RB

From: Mark Blair <mblair@cochraneng.com>
Sent: Tuesday, March 2, 2021 1:40 PM
To: Planning and Development <develop@cityofwillard.org>
Subject: RE: Hoffman Hills - TIS update

Randy,

I reviewed the updated Traffic Impact Assessment for the intersection of Hughes Road and Miller Road. This intersection did not warrant any improvements for full development. The full development proposed peak hour level of service without improvements had an AM and PM Peak Hour Level of Service A for the intersection. If you need a formal letter, please let me know.

Thanks,

Mark Blair, P.E.



www.cochraneng.com

O: (417) 595-4108

M: (573) 480-2833

HOLD HARMLESS AGREEMENT
FOR TRANSFER OF ELECTRONIC DATA

Cochran

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

COCHRAN

CONFIDENTIAL

From: Planning and Development [<mailto:develop@cityofwillard.org>]

Sent: Monday, March 01, 2021 12:31 PM

To: Mark Blair <mblair@cochraneng.com>

Subject: FW: Hoffman Hills - TIS update

Mark if you can take a look at this please, P/Z wanted an ok before the BOA approves. This is scheduled to go to BOA on the 8th. Thanks RB

From: Jared Rasmussen <jrasmussen@olsson.com>

Sent: Monday, March 1, 2021 12:03 PM

To: Planning and Development <develop@cityofwillard.org>

Cc: Ryan Jeppson <rjeppson@olsson.com>; Stu Stenger <stu@stengerhomes.com>

Subject: Hoffman Hills - TIS update

Randy –

Attached please find the modified traffic study including analysis of Hughes Road. The additional analysis did not change or add any recommendations associated with the proposed development.

Thank you,

Jared Rasmussen, PE

Vice President

C 417.763.2575

550 St. Louis Street
Springfield, MO 65806
O 417.890.8802



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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF HOFFMAN HILLS

WITNESSETH:

WHEREAS, on the ____ day of January, 2021, Hoffman Hills, L.L.C., a Missouri limited liability company, hereinafter "Developer," is the owner of record of the following described real property, more particularly described on the attached Exhibit "A" hereinafter called "Hoffman Hills" or the "Property", and

WHEREAS, the City of Willard has approved Hoffman Hills Preliminary Plat for the Property and it is in the process of being developed; and

WHEREAS, Developer desires to provide for the development of Hoffman Hills as a controlled development with single-family homes and to provide for the take out, improvement and administration of the Hoffman Hills community and the preservation of the values of Hoffman Hills.

NOW THEREFORE, this Declaration of Covenants, Conditions and Restrictions, for Hoffman Hills is made by Hoffman Hills, L.L.C.

ARTICLE I
DEFINITIONS

Section 1: As used in this Declaration of Covenants, Conditions and Restrictions:

- (a) "Hoffman Hills" shall mean the Property as set forth above.
- (b) "Builder" shall mean any builder, contractor, investor or other person or entity who purchases a Lot in Hoffman Hills for the purpose of resale thereof to a public purchaser; or for the purpose of constructing improvements thereon for resale to a public purchaser.
- (c) "Corner Lot" shall mean any lot located at the intersection of and abutting on two or more streets.
- (d) "Developer" shall mean Hoffman Hills, L.L.C., its successors and assigns and any entity designated by Hoffman Hills, L.L.C., as a Developer or successor.
- (e) "Declaration" or "Covenants, Conditions & Restrictions" shall mean the Declaration of Covenants, Conditions and Restrictions of Hoffman Hills and all other provisions set forth in this entire document, as the same may from time to time be amended or modified.

(f) "Family" The following living arrangements shall constitute a family for the purposes of this Declaration :

1. One (1) or more persons related by blood, marriage, adoption or custodial relationship living as a single housekeeping unit; or
2. Three (3) or fewer unrelated persons living as a single housekeeping unit; or
3. Two (2) unrelated persons, plus their biological, adopted or foster children or other minors for whom they have legally established custodial responsibility, living as a single housekeeping unit.

(g) "Lot" shall mean any parcel of real property designated as a Lot on any recorded Subdivision Plat within Hoffman Hills or any additions thereto.

(h) "Owner(s)" shall mean the record owner, whether one or more persons or entities, of a fee or undivided interest in any Lot. The foregoing does not include any persons or entities that hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise in this Declaration, the term "Owner" shall not include a lessee or tenant.

(i) "Property" or "Properties" shall mean and refer to the property set forth on the attached legal description and any additional real estate acquired or owned by Developer and developed in conjunction with Hoffman Hills, upon filing an amendment with the Greene County Recorder of Deeds which states the legal description of the additional real estate to be included in the Property.

(j) "Rules" shall mean and refer to those rules and regulations as passed and promulgated by the Developer under the authority granted by this Declaration.

(k) "Single Family Residence" shall mean a structure containing one dwelling only and occupied by not more than one family.

(l) "Subdivision Plat" shall mean a recorded plat covering any or all of the Property referred to in this Declaration.

(m) "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE II
PROPERTY SUBJECT TO THE HOFFMAN HILLS
RESTRICTIONS

Section 1: General Declaration Creating Hoffman Hills. Developer will develop Hoffman Hills, by subdivision into various Lots. Developer may supplement or modify this Declaration with such additional covenants, conditions and restrictions as may be appropriate. Developer's sale and conveyance of Lots is subject to this Declaration, as modified and amended. Developer hereby declares that all of the real property within Hoffman Hills, is and shall be held, conveyed, encumbered, leased, occupied, built upon or otherwise used, improved or transferred

in whole or in part, subject to this Declaration, as amended or modified from time to time. This Declaration, as amended or modified, is in furtherance of a general plan for the subdivision, improvement and sale of the Property and is established for the purpose of enhancing the value, desirability, and attractiveness of the Property. All rights, benefits and privileges and all impositions and obligations of this Declaration shall be covenants which run with the land within Hoffman Hills for all purposes and shall be binding upon and inure to the benefit of Developer and Owners, and their successors and assigns.

Section 2: Acceptance of Declaration. Each Owner, by acceptance of a deed or by acquiring any ownership interest in the Property, for himself, his successors and assigns accepts the same subject to, and binds himself, his successors and assigns, to the Covenants, Conditions and Restrictions and the rules and regulations now or hereafter imposed by this Declaration and any amendments thereto. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby.

ARTICLE III COVENANT FOR ASSESSMENTS

Section 1: Effect of Nonpayment of Assessments; Remedies of the Developer. Each member shall be deemed to covenant and agree to pay to the Developer the assessments provided for herein, and each agrees to the enforcement of the assessments in the manner herein specified. In the event the Developer employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner agrees to pay all expenses, including costs of collection and reasonable attorneys' fees incurred, together with such late charges as provided by the Rules, in addition to any other amounts due or any other relief or remedy obtained against said Owner. In the event of a default in payment of any such assessment when due, the assessment shall be deemed delinquent, and shall bear interest at the rate of eighteen (18%) percent per annum, and in addition to any other remedies herein or by law provided, the Developer may enforce each such obligation in any manner provided by law or in equity, or, without any limitation by the foregoing, by either or both of the following procedures.

(a) Enforcement by Suit.

(1) The Developer may cause a suit at law to be commenced and maintained in the name of the Developer against any Owner to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of eighteen (18%) percent per annum from the date of delinquency, court costs, costs of collection, and reasonable attorneys' fees in such amount as the court may adjudge against the delinquent Owner.

(b) Enforcement by Lien. There is, to the full extent permitted by law, hereby created a claim of lien, with power of sale, on each and every Lot within Hoffman Hills to secure payment to the Developer of any and all assessments levied against any and all Owners of such Lots under

these Covenants, Conditions, and Restrictions, together with interest thereon at the rate of eighteen (18%) percent per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Developer in connection therewith, including reasonable attorneys' fees. At any time within thirty (30) days after the occurrence of any default in the payment of any such assessment, the Developer or any authorized representative, shall mail a written demand for payment to the defaulting Owner. The demand shall state the date and the amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim or lien. If such delinquency is not paid within ten (10) days after delivery of the demand, or even without a written demand being made, the Developer may elect to file such a claim or lien on behalf of the Developer against the Lot of the defaulting Owner. A claim of lien shall be executed and acknowledged by any officer of the Developer, and shall contain substantially the following information:

- (1) The name of the delinquent Owner;
- (2) The legal description or street address of the Lot against which claim of lien is made;
- (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorneys' fees;
- (4) That the claim of lien is made by the Developer pursuant to the Hoffman Hills Declaration; and
- (5) That a lien is claimed against said Lot in an amount equal to the amount stated.

Upon recordation of a duly executed original or copy of the claim or lien, the lien claimed thereon shall immediately attach and become effective in favor of the Developer as a lien upon the Lot against which the assessment was levied. The lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof. Any lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a deed of trust, with a power of sale, as set forth by the laws of the State of Missouri, as the same may be changed or amended. The lien provided for herein shall be in favor of the Developer. The Developer may acquire, hold, lease, mortgage, and convey any such Lot. In the event such foreclosure is by action in court, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the Developer to the extent permitted by law. Each Owner, by becoming an Owner in Hoffman Hills, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

(c) Lien Preparation and Filing Fee. In addition to the other fees and expenses owed by the defaulting Owner as provided herein, the defaulting Owner shall pay a lien preparation fee in the amount of \$200.00, and if the lien is subsequently released, an additional lien release preparation fee of \$100.00, together with all costs incurred by the Developer with regard to the lien.

Section 2. Subordination of the Lien to Mortgages. The lien for the assessment provided for herein shall be subordinate to the lien of any prior mortgage. Sale or transfer of any Lot shall

not relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such foreclosure.

ARTICLE IV ARCHITECTURAL CONTROL

Section 1: Improvements. No residence, accessory building, tennis court, swimming pool, fence, mailbox, driveway, retaining wall or other wall, dog house, lot drainage works, awning, exterior area lighting or other structure or improvement shall be constructed or maintained upon any Lot, and no alteration to the exterior of a structure or improvement shall be undertaken, unless complete plans, specifications and plot plans thereof showing the exterior design, height, building material and color scheme thereof, the location of the structure on the Lot plotted horizontally and vertically, the location of driveways and fencing, shall have been submitted to and approved in writing by the Architectural Committee. The Hoffman Hills Building Standards will be established by the Architectural Committee. The exterior surface of a structure shall not be painted or changed in any manner without the prior written approval of the Architectural Committee. The applicant shall pay all fees and expenses incurred by the Architectural Committee.

Section 2: Duties. The Architectural Committee shall develop guidelines and policies for the development of a residential community which is harmonious and aesthetically pleasing. The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the Property conform and harmonize with the existing surroundings and structures.

Section 3: Procedures.

(a) The Architectural Committee shall approve or disapprove all plans and requests within thirty (30) days after receipt by the Committee of all necessary information. In the event the Architectural Committee fails to take any action within thirty (30) days after a request and all necessary information has been submitted, approval shall be presumed and this Article shall be deemed to have been fully complied with as to that request.

(b) The Architectural Committee shall maintain written records of all applications submitted to it and of all actions taken. The committee shall keep plans, specifications, and records and minutes of Committee actions shall be kept by the Committee for at least one (1) year.

(c) A majority vote of the Architectural Committee or the approval of the Chairman of the Architectural Committee shall be necessary for approval of any request.

(d) The Architectural Committee shall have the right to request any necessary information required for approval from any owner who has submitted a request to the Architectural Committee. In the event the Owner does not submit any requested information, the

Architectural Committee shall inform the Owner that he or she has violated the Covenants, Conditions and Restrictions.

(e) The Architectural Committee shall have the powers created in these Covenants, Conditions and Restrictions to enforce any violation and may either proceed to enforce the Covenants, Conditions and Restrictions directly on behalf of the Developer or may report the violation to the Developer to take such action as is deemed appropriate.

Section 4: Members of Committee. The Architectural Committee shall consist of three (3) Members appointed by the Developer. Members of the Committee are not required to be Owners.

Section 5: Liability of Committee. The Architectural Committee shall not be liable in damages to any person submitting a request for approval, or to any Owner by reason of any action, failure to act, approval or disapproval, or failure to approve or disapprove any such request.

ARTICLE V USE AND BUILDING RESTRICTIONS

Section 1: The following restrictions are imposed upon each residential Lot for the benefit of all Owners and the Developer.

Section 2: Single-Family Residential Use.

(a) All Lots shall be used, improved and devoted exclusively as a one-family dwelling and no gainful occupation, profession, trade or other nonresidential use shall be permitted, except as provided in this section. However, a home occupation, defined as an activity carried out for compensation in a residential dwelling unit, that meets the following criteria may be continued as long as it is conducted lawfully and does not produce a condition which causes a nuisance. Home occupations may not do any of the following:

- i. Change the outside appearance of the dwelling or is visible from the street;
- ii. Generate traffic, parking, sewage, water use, or noise in excess of what is normal in a residential neighborhood;
- iii. Create a hazard to person or property, results in electrical interference or becomes a nuisance;
- iv. Result in outside activities, storage, or display.

Any violation of this section shall result in the loss of the ability to operate the home occupation. The Developer shall use its sole and absolute discretion in determining whether this section of Home Occupation regulations have been violated.

(b) Nothing herein shall be deemed to prevent the leasing of any such dwelling from time to time, by the Owner thereof, subject to all of the provisions of the Declaration.

Section 3: Animals. No animals, fowl, or livestock, other than a reasonable number of generally recognized house pets, shall be maintained on any property within Hoffman Hills, and then only if they are kept solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure or pen for the care, housing or confinement of any animal shall be constructed or maintained. Upon the written request of the Owner, the Developer shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a generally recognized house pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Developer shall be enforceable as other restrictions contained herein. Pets shall not be allowed loose or unsupervised on any part of the Property and walking of pets shall be on a leash.

Section 4: Antennas. No antenna or other device for the transmission or reception of electronic signals shall be erected, used or maintained outdoors on any Lot, which antenna or other device shall be visible from the street adjoining the front of said Lot, unless approved by the Architectural Committee. Owners may install two small direct satellite dishes that shall be as inconspicuous as possible. In the event the Owner has special circumstances requiring placement other than a rooftop, the Owner must submit a request containing a drawing of the location of the direct satellite dishes on the Lot and the specifications of the direct satellite dish to the Architectural Committee for approval.

Section 5: Temporary Structures.

(a) No trailer, incomplete building, tent, shack or garage and no temporary building or structure of any kind shall be used at any time for a residence on any property within Hoffman Hills.

(b) Temporary buildings or structures used during the construction of a dwelling on any such property shall be subject to the rules of the Developer and shall be removed immediately after the completion of construction.

Section 6: Motor Vehicles and Trailers.

(a) No manufactured home, mobile home, motor home, recreational vehicle, trailer of any kind, truck larger than 3/4 ton, camper, boat, or permanent tent or similar structure shall be parked, kept, maintained or repaired upon any property or street public or private within Hoffman Hills, between the hours of 12:00 midnight and 5:00 A.M., in such a manner as will be Visible From Neighboring Property, however it may be parked in the garage. Nor shall any motor vehicle or recreational vehicle of any kind be constructed, reconstructed or repaired on public or private property within Hoffman Hills, provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs, temporary construction shelters or storage facilities approved by the Architectural Committee and used exclusively in connection with the construction of any improvement.

(b) Any motor vehicle which is, in the sole discretion of the Developer, unsightly or not in keeping with motor vehicles owned by Hoffman Hills residents, or is a service vehicle or pickup truck with a camper top or similar top, shall be parked in the garage overnight, and shall not be parked in Hoffman Hills between the hours of 12:00 midnight and 5:00 a.m. in such a manner as will be Visible From Neighboring Property. No vehicle that is incapable of traveling under its own power upon streets because of mechanical, structural or other similar failures or defects, or is not properly licensed, may be parked in a manner as will be Visible From Neighboring Property. Any vehicle parked in a driveway that has not moved in 10 consecutive days or more shall be deemed inoperable.

Section 7: Motor Vehicles--Excessive Noise. If the Developer determines that any motor vehicle is creating loud or annoying noises by virtue of its operation within Hoffman Hills, such determination shall be conclusive and final that the operation, upon notice by the Developer to the Owner, shall be prohibited within Hoffman Hills.

Section 8: Landscaping and Lawns.

(a) Completion. Each Owner shall complete the landscaping required by the Architectural Committee prior to occupying the premises, unless the Architectural Committee shall approve a delay based on weather conditions.

(b) By Owner. Each Owner of a Lot within Hoffman Hills shall keep all shrubs, trees, grass and plantings, including the area located between the boundary line of his property and the street on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. In the event that any Owner fails to maintain his lawn, landscaping or plantings as provided herein, the Developer, or its agents, may enter upon the Lot and may do so, and the Owner shall reimburse the Developer for 125% of its costs, upon demand. The Developer may enforce collection of same in the same manner as if such costs were an assessment and shall have all powers and rights to so collect as set forth in Article III, Section 1, above.

(c) By the Developer. The Developer, and its agents, shall have the right, at any time, to plant, replace, maintain, and cultivate shrubs, trees, grass and plantings on any easements of record over an Owner's Lot. The Developer or its authorized agents shall not be liable for trespass, for so doing.

Section 9: Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within Hoffman Hills, and no odors shall be permitted to arise therefrom so as to render any such Lot or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. The Developer in its sole discretion shall have the right to determine the existence of any such nuisance and for the purposes of this Declaration such determination shall be conclusive.

Section 10: Repair of Buildings. No building, structure, improvement, or fence upon any Lot within Hoffman Hills shall be permitted to fall into disrepair, and each such building, structure, improvement, or fence shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 11: Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within Hoffman Hills except in covered containers of a standard type approved by the trash service chosen by each Owner. In no event shall such containers be maintained so as to be Visible From Neighboring Property except to make the same available for collection and then, only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot and no burning in the open will be permitted.

Section 12: Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot within Hoffman Hills unless they are erected, placed or maintained exclusively within an area not Visible From Neighboring Property.

Section 13: Encroachments. No tree, shrub, or planting of any kind on any Lot within Hoffman Hills shall be allowed to overhang or otherwise encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of eight (8) feet, without the prior approval of the Architectural Committee.

Section 14. Machinery and Equipment. No machinery or equipment of any kind shall be placed, parked, operated or maintained upon or adjacent to any lot within Hoffman Hills except as follows:

(a) An Owner, guest, invitee, licensee, tenant, lessee, family member, agent or employee thereof, may use such machinery or equipment as is usual and customary in connection with the use and maintenance of a Lot, or the improvements thereon.

(b) A builder or contractor constructing improvements for an Owner may use machinery or equipment as is usual and customary in connection with the construction of improvements on a Lot, provided that such machinery and equipment is actively being used by the builder or contractor and is stored or placed in an area approved by the Architectural Committee and that no trucks of any kind or nature shall be kept, parked or placed upon any lot or street (public or private) within Hoffman Hills between the hours of 12:00 midnight and 5 A.M., unless permission to the contrary is temporarily granted by the Architectural Committee.

Section 15: Restriction on Further Subdivision. No Lot within Hoffman Hills shall be further subdivided by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, without the prior written approval of the Developer. This provision shall not, in any way, limit Developer from subdividing any property owned by Developer. Newly created parcel thereafter shall be

considered as one Lot, but may be considered as more than one Lot for assessment purposes as determined by the Developer.

Section 16: Signs. No sign of any kind shall be displayed to the public view of any Lot except as follows and subject to the approval of the Architectural Committee:

- (a) One sign of not more than five (5) square feet, advertising the property for sale or rent;
- (b) Signs used by a builder to advertise the property during the construction and sales period;
- (c) Signs of such shape, size and location as the Developer deems necessary for security control and to advertise Hoffman Hills;
- (d) One sign, not to exceed one (1) square foot in size, which may contain the name or names of the Owner or Owners and/or the dwelling unit number;
- (e) Signs advocating a candidate or a position in a duly held election, provided it is within 60 days prior to the election and 10 days after the election;
- (f) Signs of such shape, size and location as the Architectural Committee may approve.

Section 17: Dwelling Size. The Architectural Committee shall exercise its best judgment to see that the size of all structures conforms to and harmonizes with the design guidelines and the existing surroundings and structures.

Section 18: Building Location.

- (a) No building shall be located nearer to any lot line than the minimum set back line shown on any recorded plat of Hoffman Hills.
- (b) The Architectural Committee must approve the exact horizontal and vertical location of any building or structure on any Lot.

Section 19: Fences.

- (a) Fences are not encouraged, but properly constructed and installed fences may be approved for construction by the Architectural Committee upon submission of plans and specifications.
- (b) Chain link fences are not permitted.
- (c) Privacy fences may not exceed seventy-two (72) inches in height.

(d) No fences in Hoffman Hills shall extend nearer to the front wall of a house than fifty percent (50%) of the distance of the house on each side. Supporting structures on all fences shall be placed on the side of the fence facing the property of the owner building the fence. On Corner Lots the fence may extend from the house toward the street a maximum of ten (10) feet. The Owner of any Lot that abuts Primary or Secondary Arterial shall be required to construct a seventy-two (72) inch privacy fence which meets the approved uniform fence standard on the lot line that abuts Primary or Secondary Arterial within six months of the date the residence is first occupied.

(e) No fence or hedge shall be permitted between the front wall of the structure and the adjoining street or across the front yard.

Section 20: Sales and Construction Office. Notwithstanding anything herein, Developer and its agents may establish temporary sales and/or construction offices and model homes in Hoffman Hills and may permit builders and realtors to establish the same. Any such office shall be removed upon the completion of the subdivision.

Section 21: Easements. Easements are reserved as shown upon the recorded plats of Hoffman Hills, as determined by Developer.

Section 22: Soil Removal. Soil shall not be removed from the subdivision without the consent of the Developer.

Section 23: Garage Doors. The doors of all garages shall be kept closed at all times except when necessary for ingress and egress. The doors of all garages shall be installed with electric or battery powered opening and closing devices.

Section 24: Window Coverings. No reflective materials, including, but without limitation, aluminum foil, reflective screens or glass, mirrors or similar type items, shall be installed or placed on the outside or inside of any windows of a structure without the prior written approval of the Architectural Committee. Any enclosures, drapes, bars, blinds, shades, screens or other items affecting the exterior appearance of a structure which in the judgment of the Architectural Committee detracts from the harmonious appearance and aesthetics of Hoffman Hills will be a violation of this Declaration.

Section 25: Outside Lighting. Spotlights, floodlights, or similar type high intensity lighting shall be designed, located and constructed so as to eliminate or significantly reduce glare on adjoining residences. The Architectural Committee, in its sole and absolute discretion, may direct that any exterior lighting be redesigned or eliminated if they determine that the exterior lighting is a nuisance. Other types of low intensity lighting which do not disturb Owners or other occupants of the Property may be allowed. All street lighting and community area lighting shall be directed downward.

Section 26: Roofs. All roofs shall have an exterior surface which shall be approved by the Architectural Committee, in its sole and absolute discretion.

Section 27: Completion. A structure shall be completed within a reasonable time after commencement of construction. In the event of fire, windstorm, or other damage, a structure shall be repaired, remodeled, rebuilt or completely removed within a reasonable time.

Section 28: Developer Exemption. Notwithstanding anything contained in this Declaration to the contrary, none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of Developer, its employees, agents and subcontractors or parties designated by them in connection with any construction, completion, sale or leasing of any portion of Hoffman Hills.

Section 29: Remedies.

(a) In the event that an Owner or guest, invitee, licensee, tenant, lessee, family member, builder, contractor, subcontractor, agent or employee thereof), shall violate, or permit to be violated, any of the provisions set forth in this Article, the Architecture Committee shall mail to said Owner a written Notice of Violation. The Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated or remedied within a reasonable time from the mailing date of the Notice.

(b) If after a reasonable time has elapsed from the date of the Notice, the violation has not been voluntarily terminated by the Owner, the Developer shall have the authority to pursue and affect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of the violation. This authority shall include, but shall not be limited to, the power to employ laborers or agents to enter upon the premises of said Owner for the purpose of removing and/or terminating the cause of the violation. If, by virtue of the exercise of the authority granted herein, the Developer shall incur expenses in connection with the process of removing and/or terminating the violation, the Developer may enforce collection of same in the same manner as if such costs were an annual assessment and shall have all powers and rights to so collect as set forth in Article III, Section 1, above.

(c) The Developer is expressly authorized to tow away, at an offending Owner's expense, any motor vehicle, recreational vehicle, or trailer referred to in this Article V which is in violation hereof or which is placed on the Property in violation of the Rules governing parking as may be adopted by the Developer.

(d) In addition to the other remedies set forth in this Declaration, the Developer shall be empowered to levy Fine Assessments against the Owner of such Lot in an amount of up to One Hundred Dollars (\$100.00) per day for each such violation. The Developer shall give notice to the Owner as provided in (a) above that shall state the date the Fine Assessment shall begin, if the violation is not terminated. All Fine Assessments imposed pursuant to this paragraph shall be secured by a lien encumbering such Lot in the same manner as the lien provided for in Article III, Section 1.

(e) For purposes of administering this Section, the determination of whether a violation has been, or is being, committed and the determination of what time period constitutes a

"reasonable time" allowable for voluntary termination of the same, shall be made by the Developer after taking into consideration the facts and circumstances surrounding the particular violation, situation, condition or occurrence.

ARTICLE VI GENERAL PROVISIONS

Section 1: Enforcement. The Developer, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration as modified and amended. Failure by the Developer or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability. Invalidity of all or any part of these Covenants, Conditions and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3: Amendment.

(a) These Covenants, Conditions and Restrictions shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless otherwise amended as herein provided.

(b) This Declaration may be amended in whole or in part at any time within twenty (20) years from the date of recordation of same by an instrument in writing executed by Developer, its successors or assigns.

(c) This Declaration may be amended at the end of the above mentioned twenty (20) year period by an instrument in writing executed with the approval of two-thirds of the votes of the Owners.

Section 4: Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be Nuisance and may be enjoined or abated, whether or not the Relief sought is for negative or affirmative action, by Developer, or any Owner or Owners of Lots within Hoffman Hills. However, any other provision to the contrary notwithstanding, only Developer, the Architecture Committee, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of these Restrictions.

Section 5: Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within Hoffman Hills is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in these Restrictions.

Section 6: Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

Section 7: Delivery of Notices and Documents. Any written notice or other documents relating to or required by these Restrictions may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered the day after a copy of same has been deposited in the United States mail, postage prepaid or prepaid FEDEX, addressed as follows:

(a) If to an Owner or Builder, to the address of any Lot within Hoffman Hills, owned, in whole or in part, by him or to any other address last furnished by an Owner to the Developer.

(b) If to Developer or Architectural Committee, to its registered agent at its registered office; currently: Hoffman Hills, L.L.C., 5051 S. National Ave., Bldg 5-100, Springfield, MO 65810.

Provided, however, that any such address may be changed at any time by the party concerned by furnishing a written notice of change of address to the Developer. Each Owner of a Lot shall file the correct mailing address of such Owner with the Developer, and shall promptly notify the Developer in writing of any subsequent change of address.

Section 8. Public Dedication. Nothing contained in this Declaration shall be deemed to constitute a dedication for public use or to create any rights in the general public.

In Witness Whereof, the undersigned have caused this instrument to be executed on this ____ day of _____, 2021.

HOFFMAN HILLS, L.L.C.

BY: _____
Stephanie Montgomery, Manager of
Stenger Management, L.L.C., its Manager

STATE OF MISSOURI)
)ss.
COUNTY OF GREENE)

On this ____ day of January, 2021, before me personally appeared Stephanie Montgomery, to me personally known who being duly sworn did say that she is Manager of Stenger Management, L.L.C., the Manager of Hoffman Hills, L.L.C., that the said instrument was signed on behalf of the said company by authority of the Manager and the said Manager acknowledged said instrument to be the free act and deed of said Hoffman Hills, L.L.C.

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

Notary Public
My commission expires:

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
BUILDING STANDARDS

EXHIBIT B

HOFFMAN HILLS

BUILDING STANDARDS

- I. Minimum square footage in living area
 - A. One level - 1,400
 - B. One level w/basement - 1,400 main floor, plus basement
 - C. Two story -1,200 first floor, 500 second floor, plus basement if applicable
- II. Exterior
 - A. The front elevation shall be 100% brick and/or stone/or concrete siding.
 - B. The sides and rear elevations need to be the following:
 - 1. LP Smart Side or Concrete Hardi Board - Material must have a manufacturers' 5/50 year warranty.
 - 2. Board and Batt Vinyl Siding (48 mil thickness) - Must have a warranty for uniform fading, and a lifetime warranty to the original owner. No horizontal/lap vinyl siding will be permitted.
 - 3. Stucco or Exterior Insulation System (EFIS).
 - 4. Exceptions to these approved exterior materials will be reviewed by the Architectural Control Committee on a case by case basis.
- III. Additional exterior requirements
 - A. Laminated Architectural composition roof with a minimum 25- year warranty.
 - B. Roof Pitch of 6/12 or greater.
 - C. Windows in front of home on main level to be a minimum of five feet in height.
 - D. Driveways – concrete with curb cut.
 - E. Mailbox – per standard design furnished with approval letter. Location per Post Office requirements.
 - F. Fences – 72" in height. Solid privacy fence with **support posts on inside**. Pickets shall be cedar or treated yellow pine. Placement of the fence must be approved, prior to installation.

- G. Landscaping – front yard shall be sod. The side and rear yards may be hydroseed/mulch or seed and straw. If grass is not established in ninety days, yard must be reseeded; appropriate shrubbery and two 6'-8' trees in the front yard. (Landscaping to be completed prior to occupancy)
 - H. Any solar energy system shall not be visible from the street, such that any portion of the solar energy system is or would be visible to a person six feet tall, standing on the street, as determined by the Architectural Committee, in its sole and absolute discretion. Additionally, the solar energy system must be of the design, quality and color such that it is harmonious with the surface on which it is being installed, as determined by the Architectural Committee, in its sole and absolute discretion.
- IV. Storage buildings must be approved by the Architectural Control Committee. Building cannot exceed 160 square foot in area or 8 foot in overall height. **Buildings will only be allowed with homes that have a 72" privacy fence.**

The purpose of these building standards is to assure a harmonious blend of style and quality throughout the subdivision. It is the desire of the Architectural Control Committee for Hoffman Hills to be one of the City's finest subdivisions now and for many years to come.

PUBLIC NOTICE

Notice is hereby given that the Willard Planning and Zoning Commission shall meet on February 23, 2021 at 7:00 p.m. and the Willard Board of Aldermen shall meet on March 8, 2021 at 7:00 p.m. at Willard Community Building, 220 W. Jackson, to conduct public hearings to consider the proposed Preliminary Plat and Preliminary Development Plan for Hoffman Hills Planned Development District. The parcel involved being located at 500 E. New Melville, further identified by Greene County Assessor as Parcel #0736200001. The Board will take public comments at this meeting. If you are unable to attend this meeting, you are welcome to send any comments in support of, in opposition to, or general inquiries regarding this request for the proposed planned development to Jennifer Rowe, City Clerk at:

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

If you have special needs, which require accommodation, please notify City personnel at City Hall. Accommodations will be made for your needs. Representatives of the news media may obtain copies of this notice by contacting the City Clerk at the information above.



Architecture • Civil Engineering • Land Surveying • Site Development • Geotechnical Engineering • Inspection & Materials Testing

February 2, 2021

Randy Brown
Director of Planning and Development
224 W. Jackson Street
P.O. Box 187
Willard, MO 65781

SENT VIA: develop@cityofwillard.org

RE: Hoffman Hills – Preliminary Planned Development District Review #1
Cochran Project No. SW21-334

Dear Mr. Brown:

Cochran has completed our review for the above referenced preliminary Planned Development District. The following items should be addressed prior to approval of the preliminary Planned Development District.

PD Engineering Report

1. Verify adequate water pressure and flow is available to serve all phases of the development.

PD Report

2. Section A Intent and Section I Phasing discusses amenities that the Planned Development District "may" include. The section must be updated to define what amenities will be included and constructed.

Traffic Impact Assessment

1. No traffic analysis was performed on Granite Road/Hughes Road. Verify no improvements are warranted.

Preliminary Plat

1. Names of immediately adjoining property owners were not provided. City code Section 400.1180(B)(11) requires the names and locations of immediately adjoining subdivisions and the names of immediately adjoining property owners.
2. No draft was provided of any private restrictions and restrictive covenants. City code Section 400.1180(B)(17) states, "A draft of any proposed private restrictions, including boundaries of each type of restriction. Where applicable, a draft of restrictive covenants governing the use and maintenance of all common areas, improvements and facilities."
3. Per City code Section 400.1180(B)(18), provide the material of all storm sewer.
4. Per City code Section 400.1180(B)(19), provide the material of all sanitary sewer mains.
5. Renummer the preliminary plat so all platted lots in that phase are in sequential order.

Please feel free to contact our office with any questions or comments.

Sincerely,

Mark Blair, P.E.
Cochran

8 East Main Street Wentzville, MO 63385 Phone: 636-332-4574 Fax: 636-327-0760	737 Rudder Road Fenton, MO 63026 Phone: 314-842-4033 Fax: 314-842-5957	530A East Independence Drive Union, MO 63084 Phone: 636-584-0540 Fax: 636-584-0512	534 Maple Valley Drive Farmington, MO 63640 Phone: 573-315-4810 Fax: 573-315-4811	2804 N. Blaglo Street Ozark, MO 65721 Phone: 417-595-4108 Fax: 417-595-4109	905 Executive Drive Osage Beach, MO 65065 Phone: 573-525-0299 Fax: 573-525-0298
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www.cochraneng.com



February 11, 2021

City of Willard – Planning and Development
224 W. Jackson Street
Willard, Missouri 65781

Subject: Hoffman Hills – Preliminary Planned Development District

The following comments for Hoffman Hills – Preliminary Development District Public Improvements were received from Cochran via the City of Willard on February 2, 2021. Each comment is followed by a response shown in ***bold italics***. Please feel free to contact me should you have any question.

Comment/Response

PD Engineering Report

1. Verify adequate water pressure and flow is available to serve all phases of the development.

Per the Willard Fire district, via an email from Randy Brown on 2/11/2021, two existing fire hydrants adjacent to the site were flow tested. The results are as follows:

716 Berry In.: 1,081 gpm

836 Saratoga: 1,528 gpm

While pressure associated with these flows were not provided, based on the relatively generous flow rates, water pressure and flow currently available to the development should be adequate to serve all phases.

PD Report

1. Section A Intent and Section I Phasing discusses amenities that the Planned Development District "may" include. This section must be updated to define what amenities will be included and constructed.

Section A and I have been updated to correct the work from may to will.

Traffic Impact Assessment

1. No traffic analysis was performed on Granite Road/Hughes Road. Verify no improvements are warranted.

An updated TIA is underway, however due to the weather conditions and school outages additional traffic counts haven't been able to be completed. While we don't foresee any improvements being required, a formalized updated report will be provided once conditions allow for accurate vehicle counts.

Preliminary Plat

1. Names of immediately adjoining property owners were not provided. City code Section 400.1180(B)(11) requires the names and locations of immediately adjoining subdivision and the names of immediately adjoining property owners.

The Preliminary Plat has been updated to include the requested information.

2. No draft was provided of any private restriction and restrictive covenants. City code Section 400.1180(B)(17) states, "A draft of any proposed private restrictions, including boundaries of each type of restriction. Where applicable, a draft of restrictive covenants governing the use and maintenance of all common areas, improvements and facilities."

A copy of the CCR's were provided to Randy Brown via email on Monday February 8, 2021.

3. Per City code Section 400.1180(B)(18), provide the material of all storm sewer.

Storm sewer design will be completed in accordance with Willards requirements. Materials used will be as stipulated by these requirements.

4. Per City code Section 400.1180(B)(19), provide the material of all sanitary sewer mains.

Storm sewer design will be completed in accordance with Willards requirements. Materials used will be as stipulated by these requirements.

5. Renumber the preliminary plat so all platted lots in that phase are in sequential order.

Per discussion with Randy Brown, the preliminary plat does not need to be renumbered. Sequential ordering of the lot numbers will be addressed with each final plat.

We feel these revisions should sufficiently satisfy your comments. However, if you should have any questions regarding our revisions, please feel free to contact me at 417-890-8802 or by email at jrasmussen@olsson.com.

Sincerely,



Olsson
Jared Rasmussen, P.E.

02/11/2021

EXHIBIT 1

**Requirements and Standards Applicable to
Planned Development District No. _____**

**Prepared by:
Olsson, Jared Rasmussen**

A. INTENT

The intent of the Planned Development District (PD) is to create a mixed-use residential district made up of single family and two-family homes. In addition, the PD will allow the developer to reduce the minimum lot size and dimensional requirements of the standard single family and two-family zoning districts. These reductions are in line with Goal 1 (Utilize Land More Efficiently within Willard) of Willard's 2019 Comprehensive Plan. To offset the decreased lot size, the development shall provide dedicated open space and neighborhood amenities. These amenities will include a pool, walking trails, and play areas. To ensure a clean, safe, and vibrant neighborhood, Covenants, Conditions, and Restrictions (CCRs) will be developed and recorded. These CCRs will not only establish a Neighborhood Association, they will also layout requirements for building standards the new homes must adhere to.

B. DEFINITIONS

The definitions contained in the *Land Development Regulations* shall apply to this ordinance, unless modified herein.

C. INTENSITY OF DEVELOPMENT

Development shall adhere to the following standards.

1. The total residential density shall not exceed the following. Refer to the Preliminary Development Plan for Area Locations:
 - a. Area A (Single Family) – 164 Lots
 - b. Area B (Two Family) – 35 Lots, each lot is made up of two units

D. USES PERMITTED

1. Area A – Shall adhere to "R-1" Single-Family Residence District
2. Area B – Shall adhere to "R-2" Two-Family Residence District
3. In both Areas A & B Non-commercial, not-for-profit neighborhood facilities, including indoor and outdoor recreation facilities, operated by a neighborhood or community organization or a property owners' association, shall be a Permitted use.

E. BULK, AREA AND HEIGHT REQUIREMENTS

Development shall adhere to the following standards.

Area A:

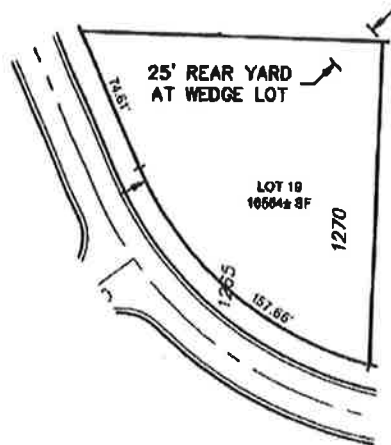
1. Minimum lot area = 8,400-sf
2. Minimum lot widths = 70 -ft
3. Minimum lot depths = 120-ft
4. Maximum structure heights = 2.5 stories, or 35-ft above the grade
5. Minimum Yard Requirements
 - a. Front Yard = 25-ft
 - b. Rear Yard = 25-ft
 - c. Side Yard = 7-ft, except that on corner lots, side yard setback shall be 15-ft on the side next to a street.

Area B:

1. Minimum lot area = 12,000-sf (6,000-sf for each side of patio home lots)
2. Minimum lot widths = 100-ft (50-ft for each side of patio home lots)
3. Minimum lot depths = 120-ft
4. Maximum structure heights = 2.5 stories, or 35-ft above the grade
5. Minimum Yard Requirements
 - a. Front Yard = 25-ft
 - b. Rear Yard = 25-ft
 - c. Side Yard = For patio homes, 7-ft on the side yard where the shared common wall is not located. On corner lots, side yard setback shall be 15-ft on the side next to a street.

For both Area A and B:

1. On a curve or cul-de-sac, the lot width shall be measured along the cord at the front yard setback.
2. On wedge shaped lots Rear Yards shall be measured from the rear point of the lot as shown below.



F. Public Facilities

Public utilities, roads and stormwater shall be designed in accordance with the City of Willard's Design Standards. Water will be connected to the existing public along Osage Dr. Water mains will also be connected to existing stubs into the development at Stone Creek Rd. and Jeb Street. Electric will be provided by the local utility provider. Sanitary Sewer will connect to the existing public main along the southern limit of the property.

To facilitate full build out of the development, improvements to the downstream receiving sanitary sewer lift station will be required. The development shall be responsible for lift station upgrade costs proportionate to the upgrades required to support the development. From preliminary calculations provided by the City, it was estimated that 66% of the upgrade cost should be covered by this development. Upgrade costs shall be split out over the total lots developed and shall be paid to the City at the time of final platting of each phase.

G. ACCESS TO PUBLIC THOROUGHFARES

Access to the public street system shall conform to those shown on the attached Preliminary Development Plan. Internal public streets shall be designed in accordance with the City of Willard design standards.

H. OFF-STREET PARKING

Off-Street Parking shall comply with the City of Willard Land Development Regulations in effect at the time of development.

I. SIGNS

Signage shall comply with the City of Willard Land Development Regulations in effect at the time of development.

J. LANDSCAPING & SCREENING

1. Landscaping and screening within Area A shall comply with the City of Willard Land Development Regulations in effect at the time of development.
2. Landscaping within Area B shall comply with the City of Willard Land Development Regulations in effect at the time of development. Screening and buffering shall be as follows:
 - a. Two-Family Lots adjacent to Single Family Zoning, outside of this proposed planned development, shall require the following buffer: 6-ft board fence along the common property line. Should the common property line be a side yard, then the 6-ft fence shall terminate at the front yard set back line.

K. MAINTENANCE OF COMMON AREAS AND FACILITIES

The maintenance of common areas and facilities within the District shall remain the responsibility of the developer(s) or shall be assumed by a duly constituted property owners association meeting all legal requirements prescribed by the City Attorney.

L. PHASING

Development may be phased provided that all public improvements directly related to each phase are completed at the time of its development and that improvements serving the District as a whole and the adjoining area are completed in a sequence assuring full utility of the District as a whole and all areas within the District and so that future public improvements required by this ordinance or other applicable ordinances of the City are not compromised or rendered unduly difficult. Refer to the Preliminary Development Plan for Phasing limits. Proposed approximate phasing of lots within the PD is as follows:

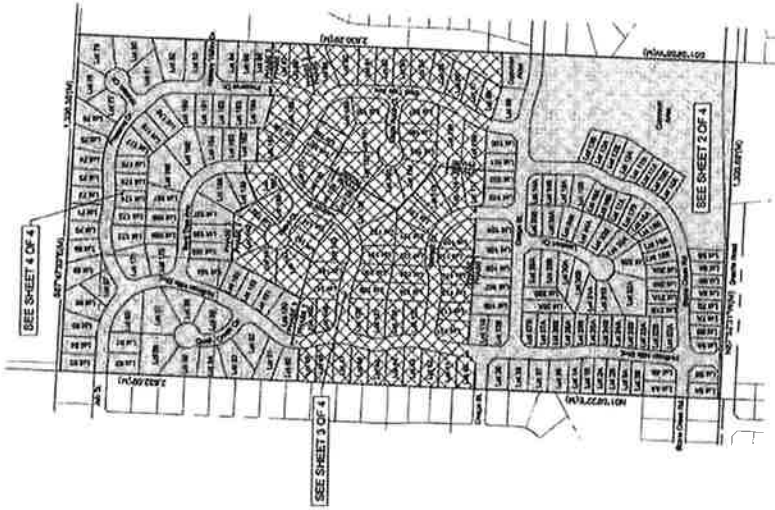
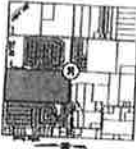
- Phase 1: 35 Patio Home Lots (70 Units)
37 Single Family Lots
- Phase 2: 57 Single Family Lots
- Phase 3: 70 Single Family Lots

The amenities area which will include a pool, walking trails, and play areas, shall be completed no later than the completion of Phase 2.

The Preliminary Development Plan & Preliminary Plat shall automatically extend for two (2) additional years from the recording date of the Final Plat for each phase. Final Platting of Phase 1 shall be completed within eighteen (18) months of the approval of this PD.

Additional extensions of the Preliminary Plat may be granted as prescribed by the City of Willard Subdivision Regulations.

PRELIMINARY PLAT OF
HOFFMAN HILLS
 A PART OF THE NW 1/4
 SECTION 36, TOWNSHIP 30 NORTH, RANGE 23 WEST
 CITY OF WILLARD, GREENE COUNTY, MISSOURI



BOUNDARY DESCRIPTION

The plat is for the Hoffman Hills, a part of the NW 1/4 of Section 36, Township 30 North, Range 23 West, City of Willard, Greene County, Missouri. The plat is subject to the provisions of the Subdivision Control Act, Chapter 208, R.S.Mo., and the rules and regulations of the Missouri State Surveyor General. The plat is subject to the provisions of the Subdivision Control Act, Chapter 208, R.S.Mo., and the rules and regulations of the Missouri State Surveyor General. The plat is subject to the provisions of the Subdivision Control Act, Chapter 208, R.S.Mo., and the rules and regulations of the Missouri State Surveyor General.

NOTES

1. The plat is for the Hoffman Hills, a part of the NW 1/4 of Section 36, Township 30 North, Range 23 West, City of Willard, Greene County, Missouri.
2. The plat is subject to the provisions of the Subdivision Control Act, Chapter 208, R.S.Mo., and the rules and regulations of the Missouri State Surveyor General.

INFORMATION OF FACT

1. The survey and plat were made after the following facts were ascertained:
 - a. The survey was made by the undersigned surveyor, after a personal examination of the premises and the original survey records.
 - b. The survey was made by the undersigned surveyor, after a personal examination of the premises and the original survey records.
 - c. The survey was made by the undersigned surveyor, after a personal examination of the premises and the original survey records.
2. The survey was made by the undersigned surveyor, after a personal examination of the premises and the original survey records.
3. The survey was made by the undersigned surveyor, after a personal examination of the premises and the original survey records.
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6. The survey was made by the undersigned surveyor, after a personal examination of the premises and the original survey records.
7. The survey was made by the undersigned surveyor, after a personal examination of the premises and the original survey records.
8. The survey was made by the undersigned surveyor, after a personal examination of the premises and the original survey records.



SCALE IN FEET
 1" = 100'

LEGEND
 --- Existing
 --- Proposed



PRELIMINARY PLAT OF **HOFFMAN HILLS**
 SHEET 1 OF 4

olsson

City of Willard, Missouri
 Surveyor General
 License No. 11780
 Exp. 12/31/2024

DATE	REVISIONS	BY

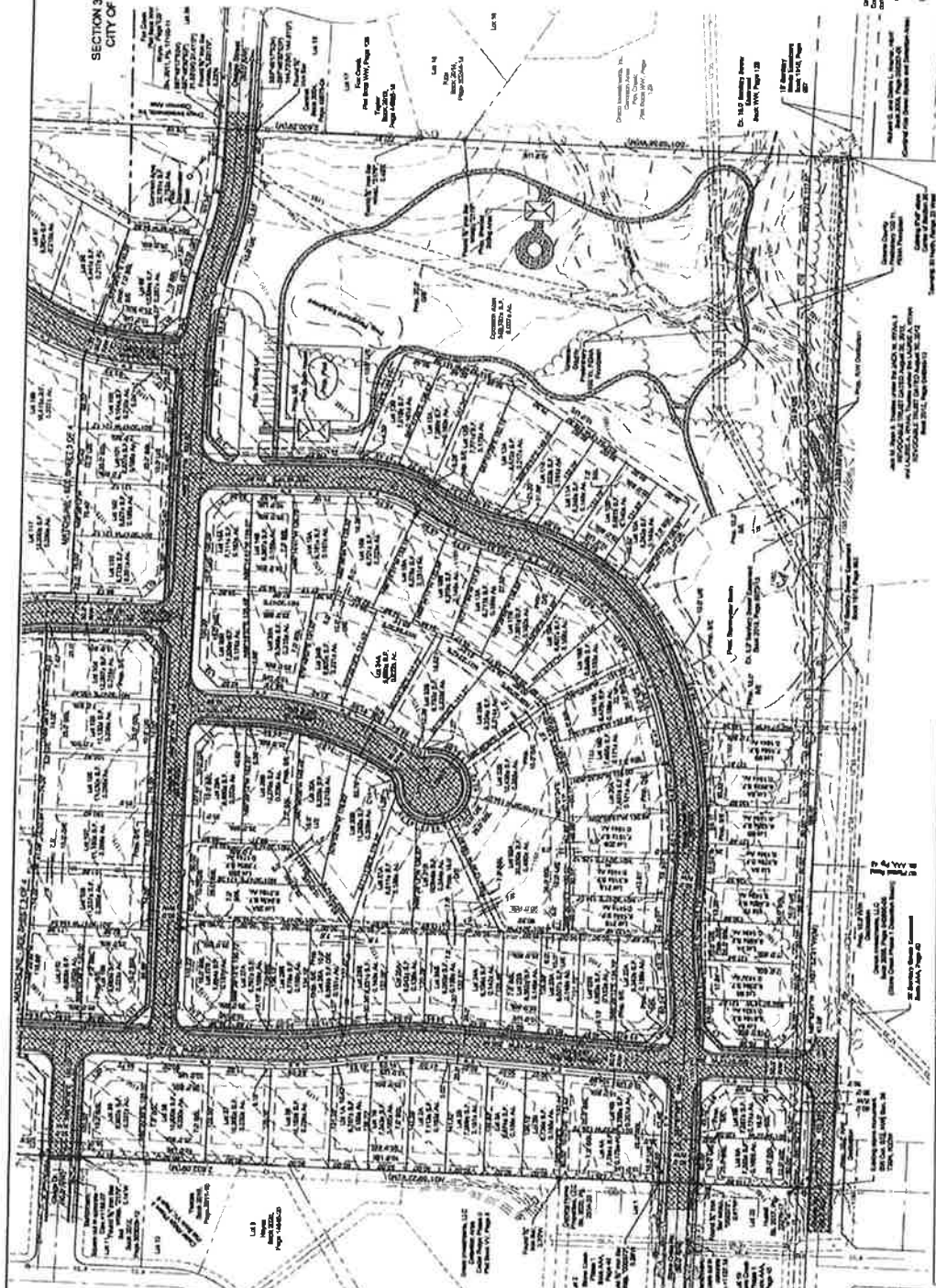
Drawn by: DMC
 Checked by: DMC
 Prepared by: DMC
 Project No.: 000-300-01
 By name: J. P. [Name]
 Date: 12/15/2023



PRELIMINARY PLAT OF
HOFFMAN HILLS
 A PART OF THE NW 1/4
 SECTION 36, TOWNSHIP 30 NORTH, RANGE 23 WEST
 CITY OF WILLARD, GREENE COUNTY, MISSOURI

LIVE TREE	
1	Standard
2	Small
3	Medium
4	Large
5	Very Large
6	Dead
7	Stump
8	Branch
9	Leaf
10	Trunk
11	Root
12	Canopy
13	Shadow
14	Soil
15	Water
16	Fire
17	Wind
18	Light
19	Sound
20	Scent
21	Taste
22	Touch
23	Temperature
24	Humidity
25	Pressure
26	Altitude
27	Distance
28	Direction
29	Area
30	Volume
31	Mass
32	Weight
33	Force
34	Energy
35	Power
36	Speed
37	Acceleration
38	Frequency
39	Wavelength
40	Amplitude
41	Phase
42	Period
43	Frequency
44	Wavelength
45	Amplitude
46	Phase
47	Period
48	Frequency
49	Wavelength
50	Amplitude
51	Phase
52	Period
53	Frequency
54	Wavelength
55	Amplitude
56	Phase
57	Period
58	Frequency
59	Wavelength
60	Amplitude
61	Phase
62	Period
63	Frequency
64	Wavelength
65	Amplitude
66	Phase
67	Period
68	Frequency
69	Wavelength
70	Amplitude
71	Phase
72	Period
73	Frequency
74	Wavelength
75	Amplitude
76	Phase
77	Period
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79	Wavelength
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82	Period
83	Frequency
84	Wavelength
85	Amplitude
86	Phase
87	Period
88	Frequency
89	Wavelength
90	Amplitude
91	Phase
92	Period
93	Frequency
94	Wavelength
95	Amplitude
96	Phase
97	Period
98	Frequency
99	Wavelength
100	Amplitude

COUNT TABLE	
1	Public
2	Church
3	Building
4	Other
5	Trunk
6	Branch
7	Leaf
8	Stump
9	Shadow
10	Soil
11	Water
12	Fire
13	Wind
14	Light
15	Sound
16	Scent
17	Taste
18	Touch
19	Temperature
20	Humidity
21	Pressure
22	Altitude
23	Distance
24	Direction
25	Area
26	Volume
27	Mass
28	Weight
29	Force
30	Energy
31	Power
32	Speed
33	Acceleration
34	Frequency
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36	Amplitude
37	Phase
38	Period
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57	Phase
58	Period
59	Frequency
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61	Amplitude
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66	Amplitude
67	Phase
68	Period
69	Frequency
70	Wavelength
71	Amplitude
72	Phase
73	Period
74	Frequency
75	Wavelength
76	Amplitude
77	Phase
78	Period
79	Frequency
80	Wavelength
81	Amplitude
82	Phase
83	Period
84	Frequency
85	Wavelength
86	Amplitude
87	Phase
88	Period
89	Frequency
90	Wavelength
91	Amplitude
92	Phase
93	Period
94	Frequency
95	Wavelength
96	Amplitude
97	Phase
98	Period
99	Frequency
100	Wavelength



PRELIMINARY PLAT OF **HOFFMAN HILLS**
 SHEET 2 OF 4

Scale: 1" = 20' (Horizontal), 1" = 40' (Vertical)

North Arrow

DATE: 12/15/2012

PROJECT: Hoffman Hills

OWNER: Hoffman Hills, Inc.

DESIGNER: [Logo]

NO.	DESCRIPTION	DATE
1	Issue for Public Review	12/15/2012
2	Final Plat	12/15/2012

City of Willard, Missouri
 Planning Commission
 12/15/2012

1-800-888-8888
 www.olsson.com

LEGEND	
[Symbol]	Public Street
[Symbol]	Private Street
[Symbol]	Water Main
[Symbol]	Sewer Main
[Symbol]	Gas Main
[Symbol]	Electric Main
[Symbol]	Telephone Main
[Symbol]	Cable Main
[Symbol]	Other Utility
[Symbol]	Proposed Lot
[Symbol]	Existing Lot
[Symbol]	Proposed Building
[Symbol]	Existing Building
[Symbol]	Proposed Structure
[Symbol]	Existing Structure
[Symbol]	Proposed Fencing
[Symbol]	Existing Fencing
[Symbol]	Proposed Driveway
[Symbol]	Existing Driveway
[Symbol]	Proposed Walkway
[Symbol]	Existing Walkway
[Symbol]	Proposed Sidewalk
[Symbol]	Existing Sidewalk
[Symbol]	Proposed Roadway
[Symbol]	Existing Roadway
[Symbol]	Proposed Right-of-Way
[Symbol]	Existing Right-of-Way
[Symbol]	Proposed Easement
[Symbol]	Existing Easement
[Symbol]	Proposed Encroachment
[Symbol]	Existing Encroachment
[Symbol]	Proposed Boundary
[Symbol]	Existing Boundary
[Symbol]	Proposed Survey
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[Symbol]	Existing Marker
[Symbol]	Proposed Stake
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[Symbol]	Proposed Pipe
[Symbol]	Existing Pipe
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[Symbol]	Existing Cable
[Symbol]	Proposed Conduit
[Symbol]	Existing Conduit
[Symbol]	Proposed Manhole
[Symbol]	Existing Manhole
[Symbol]	Proposed Vault
[Symbol]	Existing Vault
[Symbol]	Proposed Chamber
[Symbol]	Existing Chamber
[Symbol]	Proposed Box
[Symbol]	Existing Box
[Symbol]	Proposed Pole
[Symbol]	Existing Pole
[Symbol]	Proposed Tower
[Symbol]	Existing Tower
[Symbol]	Proposed Mast
[Symbol]	Existing Mast
[Symbol]	Proposed Pole
[Symbol]	Existing Pole
[Symbol]	Proposed Tower
[Symbol]	Existing Tower
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[Symbol]	Existing Pole
[Symbol]	Proposed Tower
[Symbol]	Existing Tower
[Symbol]	Proposed Mast
[Symbol]	Existing Mast

12/15/2012 11:28 AM
 C:\Users\jdoyle\Documents\Projects\Hoffman Hills\Hoffman Hills.dwg

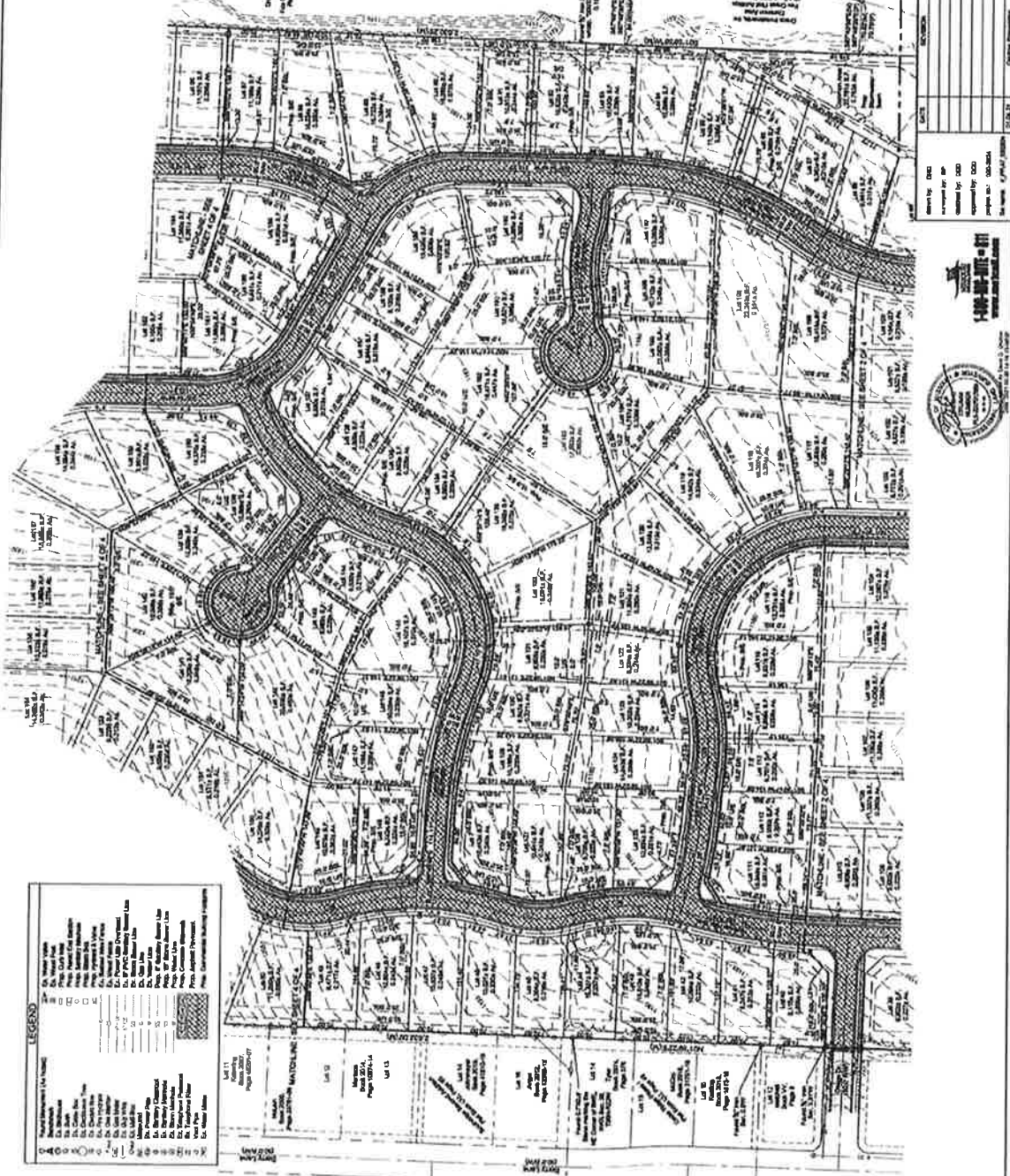
PRELIMINARY PLAT OF
HOFFMAN HILLS
A PART OF THE NW 1/4
SECTION 36, TOWNSHIP 30 NORTH, RANGE 23 WEST
CITY OF WILLARD, GREENE COUNTY, MISSOURI

LOT TABLE

Lot #	Area (Acres)
1	0.144
2	0.144
3	0.144
4	0.144
5	0.144
6	0.144
7	0.144
8	0.144
9	0.144
10	0.144
11	0.144
12	0.144
13	0.144
14	0.144
15	0.144
16	0.144
17	0.144
18	0.144
19	0.144
20	0.144
21	0.144
22	0.144
23	0.144
24	0.144
25	0.144
26	0.144
27	0.144
28	0.144
29	0.144
30	0.144
31	0.144
32	0.144
33	0.144
34	0.144
35	0.144
36	0.144
37	0.144
38	0.144
39	0.144
40	0.144
41	0.144
42	0.144
43	0.144
44	0.144
45	0.144
46	0.144
47	0.144
48	0.144
49	0.144
50	0.144

QUANTITY TABLE

Item	Quantity
1.00' WIDE ASPHALT DRIVE	10.00
2.00' WIDE ASPHALT DRIVE	20.00
3.00' WIDE ASPHALT DRIVE	30.00
4.00' WIDE ASPHALT DRIVE	40.00
5.00' WIDE ASPHALT DRIVE	50.00
6.00' WIDE ASPHALT DRIVE	60.00
7.00' WIDE ASPHALT DRIVE	70.00
8.00' WIDE ASPHALT DRIVE	80.00
9.00' WIDE ASPHALT DRIVE	90.00
10.00' WIDE ASPHALT DRIVE	100.00
11.00' WIDE ASPHALT DRIVE	110.00
12.00' WIDE ASPHALT DRIVE	120.00
13.00' WIDE ASPHALT DRIVE	130.00
14.00' WIDE ASPHALT DRIVE	140.00
15.00' WIDE ASPHALT DRIVE	150.00
16.00' WIDE ASPHALT DRIVE	160.00
17.00' WIDE ASPHALT DRIVE	170.00
18.00' WIDE ASPHALT DRIVE	180.00
19.00' WIDE ASPHALT DRIVE	190.00
20.00' WIDE ASPHALT DRIVE	200.00
21.00' WIDE ASPHALT DRIVE	210.00
22.00' WIDE ASPHALT DRIVE	220.00
23.00' WIDE ASPHALT DRIVE	230.00
24.00' WIDE ASPHALT DRIVE	240.00
25.00' WIDE ASPHALT DRIVE	250.00
26.00' WIDE ASPHALT DRIVE	260.00
27.00' WIDE ASPHALT DRIVE	270.00
28.00' WIDE ASPHALT DRIVE	280.00
29.00' WIDE ASPHALT DRIVE	290.00
30.00' WIDE ASPHALT DRIVE	300.00
31.00' WIDE ASPHALT DRIVE	310.00
32.00' WIDE ASPHALT DRIVE	320.00
33.00' WIDE ASPHALT DRIVE	330.00
34.00' WIDE ASPHALT DRIVE	340.00
35.00' WIDE ASPHALT DRIVE	350.00
36.00' WIDE ASPHALT DRIVE	360.00
37.00' WIDE ASPHALT DRIVE	370.00
38.00' WIDE ASPHALT DRIVE	380.00
39.00' WIDE ASPHALT DRIVE	390.00
40.00' WIDE ASPHALT DRIVE	400.00



LEGEND

Symbol	Description
(Circle with dot)	Proposed Electric Pole
(Circle with cross)	Proposed Gas Pole
(Circle with triangle)	Proposed Water Pole
(Circle with square)	Proposed Sewer Pole
(Circle with diamond)	Proposed Storm Sewer Pole
(Circle with hexagon)	Proposed Telephone Pole
(Circle with octagon)	Proposed Fire Alarm Pole
(Circle with star)	Proposed Light Pole
(Circle with circle)	Proposed Mailbox
(Circle with square)	Proposed Mailbox
(Circle with triangle)	Proposed Mailbox
(Circle with diamond)	Proposed Mailbox
(Circle with hexagon)	Proposed Mailbox
(Circle with octagon)	Proposed Mailbox
(Circle with star)	Proposed Mailbox
(Circle with circle)	Proposed Mailbox
(Circle with square)	Proposed Mailbox
(Circle with triangle)	Proposed Mailbox
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(Circle with circle)	Proposed Mailbox
(Circle with square)	Proposed Mailbox
(Circle with triangle)	Proposed Mailbox
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(Circle with hexagon)	Proposed Mailbox
(Circle with octagon)	Proposed Mailbox
(Circle with star)	Proposed Mailbox

PRELIMINARY PLAT OF HOFFMAN HILLS
SHEET 3 OF 4

PROPERTY OWNERS

Lot #	Owner Name
1-10	[Blank]
11-20	[Blank]
21-30	[Blank]
31-40	[Blank]
41-50	[Blank]
51-60	[Blank]
61-70	[Blank]
71-80	[Blank]
81-90	[Blank]
91-100	[Blank]

Olsson Engineering and Planning
Professional Engineers and Planners
Greene County, Missouri

PREPARED BY: [Blank]
DRAWN BY: [Blank]
CHECKED BY: [Blank]
DATE: [Blank]

PROJECT: [Blank]
SHEET: 3 OF 4

DATE: 7/20/2011 1:50:31 PM
SCALE: AS SHOWN
DRAWN: J. BROWN
CHECKED: C. H. [Blank]

CITY OF WILLARD, MISSOURI

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



Agenda Item# 8

Ordinance accepting the contract with Land O’Frost as the Sponsor for the Parks Department Sports Program for 2021. (1st & 2nd Read) Discussion/Vote.

First Reading: 03/08/2021

Second Reading: 03/08/2021

Council Bill No.: 21-09

Ordinance No.: 210308A

AN ORDINANCE

Authorizing the Mayor on behalf of the City of Willard, to execute an agreement between the City of Willard and Land O' Frost, Inc. to accept Land O' Frost as the exclusive jersey sponsor for the Willard Parks and Recreation 2021 sports programs.

WHEREAS, the City has determined a need for a sponsor to assist with cost of its 2021 sports league; and

WHEREAS, Land O'Frost has offered the City a promotional program that benefits the City sports leagues.

NOW THEREFORE, BE IT HEREBY ORDAINED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, GREENE COUNTY, MISSOURI, AS FOLLOWS:

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to execute an agreement with Land O' Frost, Inc. to accept Land O' Frost as the exclusive jersey sponsor for the Willard Parks and Recreation 2021 sports programs, said agreement to be substantially in form and content as that document attached hereto and incorporated herein by reference as Exhibit "A".

Section 2: This Ordinance shall be in full force and effect from and after the date of its passage by the Board of Aldermen and approval of the Mayor.

READ TWO (2) TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE 8th DAY OF MARCH, 2021.

APPROVED BY:

MAYOR

ATTEST: _____, City Clerk

Approved as to form: _____, City Attorney

FIRST (1ST) READING

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
_____ TYLER KELLY	_____	_____	_____
_____ SAMUEL SNIDER	_____	_____	_____
_____ DONNA STEWART	_____	_____	_____
_____ LARRY WHITMAN	_____	_____	_____

SAM BAIRD

LONDON HALL

SECOND (2ND) READING

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

TYLER KELLY

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

LONDON HALL

5433
Contract #



Willard Parks and Recreation

/LAND O' FROST PARTNERSHIP 2021

The following will be included in the comprehensive 2021 Land O' Frost Youth Sponsorship Program for the Springfield area. The following is a summary of the elements that will be included in the annual sponsorship agreement Willard Parks and Recreation (WPR) and Land O' Frost (LOF).

This agreement will commence on January 1, 2021 and will terminate on December 31, 2021

Sponsorship Elements:

This sponsorship will focus on approximately 49 teams in the Winter/Spring/Fall '21 season. Land O' Frost will sponsor teams 10 and under.

Community Relations Program

Land O'Frost will sponsor the following Community Relations Program (Freedom Fest Sponsor), Land O'Frost will donate the following funds for the Community Relations Program \$750, which is included in the amount below.

- Prominent Logo inclusion on the front or back of jerseys for 49 teams . LOF will supply all necessary logo \ artwork and WPR will have the shirts printed. **(The LOF logo will need to be a minimum of 2 ½”H x 10” W. The phrase Great Tasting Lunchmeat will need to be placed underneath the Land O’ Frost oval. Land O’ Frost to be the exclusive jersey sponsor, no other corporate logos to be placed on jerseys.)**
- Opportunity for mention / inclusion of Land O’ Frost product message in any league / parent communication.
- One approximately 4’ x 8’ banner (or similar signage) to be displayed where WPR teams, that LOF sponsors, play. (LOF will give banner artwork and WPR will have banner printed)
- Social media posts on all platforms and web presence to discuss our LOF Community Relations Program with WPR.
- A minimum of two (2) annual Email Blasts to all parents, if available, letting them know of the LOF Community Relations Program.
- Where possible, WPR to share social posts and stories about the LOF Community Relations effort.
- **Client will need Proof of Performance (49 team pictures) by December 31, 2021. The Land O’ Frost logo will need to be clearly identified on the shirts in 49 team pictures. The pictures can be informal, taken with a digital camera or regular film.**

LAND O’ FROST WILL DONATE: \$6,875.00

Willard Parks and Recreation Representative

Land O’ Frost Representative



CITY OF WILLARD, MISSOURI

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



Agenda Item# 9

**Ordinance accepting the agreement with Allgeier,
Martin & Associates for Engineering Services. (1st & 2nd
Read) Discussion/Vote.**

First Reading: 03/08/21

Second Reading: 03/08/21

Council Bill No.: 21-10

Ordinance No.: 210308B

AN ORDINANCE

ACCEPTING THE AGREEMENT WITH ALLGEIER, MARTIN & ASSOCIATES INC. FOR ENGINEERING SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS, ON BEHALF OF THE CITY OF WILLARD.

WHEREAS, the City of Willard accepted an Agreement with Allgeier, Martin & Associates for Engineering Services on October 14, 2020; and

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

WHEREAS, Allgeier, Martin & Associates agrees to perform the various engineering services requested by City of Willard.

NOW THEREFORE, BE IT HEREBY ORDAINED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, GREENE COUNTY, MISSOURI, AS FOLLOWS:

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to accept the agreement with Allgeier, Martin & Associates Inc. to provide the services described in Exhibit "A".

Section 2: This Ordinance shall be in full force and effect from and after the date of its passage by the Board of Aldermen and approval of the Mayor.

Mayor

ATTEST: _____, City Clerk

Approved as to form: _____, City Attorney

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

MEMBERS OF THE BOARD OF ALDERMEN: YES NO ABSTAINED

TYLER KELLY

SAMUEL SNIDER

DONNA STEWART

First Reading: 03/08/21

Second Reading: 03/08/21

Council Bill No.: 21-10

Ordinance No.: 210308B

LARRY WHITMAN

SAM BAIRD

LONDON HALL

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

TYLER KELLY

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

LONDON HALL

**WORK AUTHORIZATION NUMBER AMA-OC-WILL-20-004
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS WORK AUTHORIZATION AGREEMENT, made this 8th day of March, 2021, by and between **CITY OF WILLARD, MISSOURI**, hereinafter referred to as **OWNER**, and **ALLGEIER, MARTIN and ASSOCIATES, INC.**, hereinafter referred to as **ENGINEER**.

WHEREAS, the Owner entered into a Contract with the Engineer dated October 14th, 2020 for “on-call” professional engineering services; and

WHEREAS, the Owner intends to conduct a combined Risk and Resilience Assessment and Emergency Response Plan for the Willard public water supply system in order to comply with federal requirements established under America’s Water Infrastructure Act (AWIA) of 2018, Section 2013; and

WHEREAS, the Engineer agrees to perform the various professional engineering services required for the preparation of the Risk and Resilience Assessment and the Emergency Response Plan as part of the above referenced Contract;

NOW THEREFORE, for and in consideration of certain amounts hereinafter specified to be paid to the Engineer by the Owner, the Engineer agrees to perform all of the engineering work as hereinafter described. This Agreement provides authorization to proceed with the work and confirms the terms and conditions under which the services are to be provided.

SCOPE OF ENGINEERING SERVICES

America’s Water Infrastructure Act (AWIA) of 2018, Section 2013, requires that all community water systems serving populations greater than 3,300 persons will assess the risks to and resilience of its system and then prepare or revise the utility’s emergency response plan.

The AWIA requires the Risk and Resilience Assessment (RRA) to evaluate:

- the risk to the system from malevolent acts and natural hazards;
- the resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment storage and distribution facilities;
- the resilience of electronic computer, or other automated systems which are utilized by the water system;
- the monitoring practices of the system;
- the financial infrastructure of the system;
- the use, storage, or handling of various chemicals by the system; and
- the operation and maintenance of the system.

AWIA Section 2013 requires that the RRA be finalized and certified by the City of Willard to the

Administrator of the Environmental Protection Agency (EPA) by June 30, 2021.

AWIA Section 2013 also requires that the Emergency Response Plan (ERP) for a utility is developed or existing plan updated to include response protocols for any type of emergency or event identified as a threat by the RRA. The AWIA requires the Emergency Response Plan (ERP) to include:

- Strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system;
- Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the utility to deliver safe drinking water;
- Actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative water source options, relocation of water intakes, and construction of flood protection barriers;
- Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system;
- Coordination with the Local Emergency Planning Committee (LEPC);
- Record documentation of the Emergency Response Plan for five (5) years upon certification.

AWIA Section 2013 requires that the ERP be finalized and then certified by the City of Willard to the Administrator of the Environmental Protection Agency (EPA) within six months of completion and certification of the RRA and by December 31, 2021.

After written authorization to proceed, Engineer will provide the following Engineering Services to conduct a combined Risk and Resilience Assessment and Emergency Response Plan for the Willard water utility system for compliance with the minimum requirements of AWIA Section 2013:

- Conduct phone and online interviews with City personnel to collect information necessary to perform Risk and Resilience Assessment.
- Review existing records and conduct field reconnaissance to verify system data, identify risks, and make assessments.
- Prepare RRA/ERP report conforming to minimum AWIA requirements for small community water systems (CWSs) serving greater than 3,300 but less than 50,000 people. RRA/ERP will be based on the Missouri Rural Water Association (MRWA) Risk and Resilience Assessment & Emergency Response Plan Template.
- Submit preliminary RRA/ERP report to Owner for review and comment. Due to the sensitive nature of the content, the RRA/ERP report is recommended to be protected from public access within applicable law. Electronic document transfer for this project will

be provided to Willard through a secure file-sharing platform. Confidential documents will not be emailed. Hard copies of the RRA report will be hand-delivered.

- Upon receipt of final comments on the draft RRA/ERP report, Engineer will finalize the RRA/ERP report.
- Engineer will assist Owner to complete and submit the certifications of the Risk and Resilience Assessment and Emergency Response Plan through the online EPA portal. A copy of the certifications will be maintained in the final RRA/ERP report.

OWNER'S RESPONSIBILITIES

Owner shall do the following in a timely manner so as not to delay the services of Engineer:

- Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Engineer's services for this Project.
- Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Project Documents, Drawings and Exhibits.
- Assist Engineer by placing at Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or planning of the Project.
- Arrange for access to and make all provisions for Engineer to enter upon public property as required for Engineer to perform services under this Agreement.
- Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Engineer.
- Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work by any Contractor.

ENGINEER'S RESPONSIBILITIES

Engineer shall provide all professional and technical personnel required for the performance of the engineering services described under Scope of Services.

TIME FOR COMPLETION OF WORK

All work to be performed by the Engineer under this Agreement shall be completed within the following time frame following Owner's acceptance of this Agreement and authorization to proceed:

Engineering services will be completed within 90 calendar days following Owner's acceptance of this Agreement and authorization to proceed.

Provided, however, that delays beyond the control of the Owner or the Engineer shall be just cause for extension of time for completion.

FEES AND COMPENSATION

Engineer will perform required engineering services and bill Owner on the basis of actual time accrued working on the project plus expenses at the labor and non-labor rates listed in the 2020, 2021 and 2022 Rate Schedule attached hereto, not-to-exceed **\$8,000.00**.

ADDITIONAL SERVICES

No allowance has been included in this Agreement for risk and resilience assessment beyond the minimum required AWIA standards. Once the preliminary review process of the combined RRA/ERP is complete, the scope of any additional Professional Engineering Services required will be determined and discussed with City personnel/officials and the Scope of Services provided for herein amended accordingly.

ACKNOWLEDGMENTS AND AUTHORIZATION

IN WITNESS WHEREOF, City of Willard, Missouri as Owner by Corey Hendrickson, Mayor, and Allgeier, Martin and Associates, Inc., as Engineer by Chris Erisman, P.E., Vice President, have caused this Agreement to be signed this 8th day of March, 2021.

ALLGEIER, MARTIN and ASSOCIATES, INC.

By:



Chris Erisman, P.E., Vice President

AUTHORIZED AND AGREED TO:

City of Willard, Missouri

By:

Corey Hendrickson, Mayor