# CONTRACT

		Routing Order		Date	Initials
Contract Administr	rator	MARILYN DAY		12/18/2007	MD
				12/18/2007	
City Manager		BOB CUMLEY		01/14/2008	BÇ
City Clerk		BRENDA CIRT	IN	1-15-0	8 BL
✓ New Contract	Contract Rene	wal	Addendum	Change Or	der
Type Of Contract:	INTERGOVERNMENT	AL			
Contractor:	CITY OF WILLARD				
Originating Dept:	CITY ATTORNEY				
Contact Person:	DAN WICHMER				
Effective Date:	12/18/2007				
Termination Date:					
Amount:	\$ .00	Requisition:		PO:	
Additional Amt:	\$ .00				
Notes:	AMENDED COUNCIL	BILL 2007-389			
Description:	WASTEWATER AND MATTERS	SEWER SYSTEM	SETTLEMENT OF	CLAIMS AND ADDI	TIONAL
Council Bill:	2007-389		Ordinance No.	25324	

2 to g. Vaughan

20087

#### Exhibit 1

#### SETTLEMENT OF ALL CLAIMS

WHEREAS, the constitution of the state and statutes of Missouri authorize agreements between political subdivisions; and

WHEREAS, the City of Willard ("Willard") and the City of Springfield ("Springfield") have entered into an agreement dated April 15, 2004 ("Wastewater Contract") which provides that Springfield will treat the wastewater from the Willard Sewer System as defined in the Wastewater Contract; and

WHEREAS, Willard and Springfield have determined that the Wastewater Agreement should be amended; and

WHEREAS, Willard would like to provide for its own sewerage treatment facility to serve areas that are located within Willard's Boundary Area that are outside of Willard Service Area; and

WHEREAS Willard has entered into a contract to purchase the water and sewer assets of the Meadows Water Company and has sought approval of the sale by the Missouri Public Service Commission ("PSC") as required by law; and

WHEREAS, Springfield has intervened "In the Matter of The Meadows Water Company, North Suburban Public Utility Company and the City of Willard" (Case No. WO-2007-0424) to sell the water and sewer assets to Willard in order to determine how Springfield's interest might be affected by the sale; and

WHEREAS, Springfield and Willard propose to enter into the Boundary Agreement that establishes a boundary line between the two communities in order to promote long range planning, protect the environment, establish priorities for capital expenditures and construction of public infrastructure so that citizens and businesses can plan knowing where the future boundary might be located between the two communities which is shown in Exhibit A a copy of which is attached; and

WHEREAS, Boundary Agreement requires certain actions before Willard can annex property with the Airport Zones and further provides for the protection of the Airport Zones; and

WHEREAS, Willard and Springfield have determined it is in their mutual interest to resolve all issues concerning the annexation of land by Willard in the Airport Zones as set forth in the Boundary Agreement and the sale of the sewer and water assets of the Meadows Water to Willard.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Springfield shall file with the Missouri Public Service Commission, **Exhibit A** upon the approval of the Boundary Agreement, **Exhibit B** and the

Amendment to the Wastewater Agreement, **Exhibit C** by the Board of Alderman of Willard and the City Council of Springfield and the execution and delivery of said agreements in accordance with the duly authorized actions of the respective bodies.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on behalf of Springfield by its City Manager and attested to by the City Clerk, and on behalf of Willard by its Mayor or the Chief Executive Officer of Willard and/or their designate at the dates shown respectively.

CITY OF SPRINGFIELD, MISSOURI

By

Bob Cumley, City Manager

CITY OF WILLIARD, MISSOURI

By:

Date:

Approved as to Formy

City Attorney, City of Springfield

Approved as to Form:

Attorney, City of Willard

#### LIST OF EXHIBITS

Exhibit No A - Filing With Public Service Commission

Exhibit No. B -- Boundary Agreement

Exhibit No. C. - Amendment to the Wastewater Agreement

EXSIBIT "A"

# BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

In the Matter of the Application of The Meadows	)	
Water Company, North Suburban Public Utility	3	***DRAFT***
Company and the City of Willard, Missouri, for	Ś	WICHAI I
An Order Authorizing the Sale, Transfer and	3	Case No. WO-2007-0424
Assignment of Water and Sewer Assets to the	3	SECTION 17 O 2007-0424
City of Willard and in Connection Therewith	ń	
Certain Related Transactions.	Ś	
	/	

# NOTICE OF NON-OPPOSITION TO JOINT APPLICATION AND NOTICE OF INTENT TO NOT REQUEST EVIDENTIARY HEARING

COMES NOW Intervenor, The City of Springfield, Missouri ("Springfield"), pursuant to 4 CSR 240-2.080 and 4 CSR 240-2.115, and for its Notice of Non-Opposition To Joint Application and Notice of Intent to Not Request Evidentiary Hearing, respectfully states as follows:

- 1. In its Application To Intervene filed on May 23, 2007, Springfield indicated that at that time it neither supported nor opposed the relief sought by Joint Applicants.
- 2. Since being granted intervention, Springfield's representatives attended the scheduled prehearing conference and subsequently have met several times with the City of Willard's representatives to identify and resolve any concerns unique to Springfield's interests related to or arising out of this Joint Application. Springfield's counsel likewise has kept counsel for the other parties apprised of the results of such meetings.
- 3. Springfield is pleased to now inform the Commission that the discussions between the two municipalities have been successful, and accordingly, hereby notifies the Commission that Springfield does not oppose the relief sought by Joint Applicants in this proceeding.

4. Springfield understands that the remaining parties to this case shortly may draft and execute a *Stipulation and Agreement* designed to dispose of this case without the need for an evidentiary hearing. Not yet having seen a copy of this anticipated *Stipulation and Agreement*, Springfield obviously cannot agree in advance to be a signatory. However, even if Springfield ultimately does not become a signatory party, Springfield further notifies the Commission that at this time Springfield does not intend to oppose resolution of this case by a *Non-Unanimous Stipulation and Agreement* nor does it intend to request an evidentiary hearing under 4 CSR 240-2.115.

WHEREFORE, Intervenor The City of Springfield, Missouri hereby notifies the Commission that at this time it does not oppose the relief sought by the Joint Applicants and that it does not intend to request and evidentiary hearing under 4 CSR 240-2.115 in this proceeding.

Respectfully submitted,

Charles Brent Stewart, MoBar #348855 STEWART & KEEVIL, L.L.C. 4603 John Garry Drive, Suite 11 Columbia, Missouri 65203 (573) 499-0635 (573) 499-0638 (fax) Stewart499@aol.com

Howard C. Wright, Jr., MoBar #19391 City of Springfield Special Counsel Bush Building, Law Department 840 Boonville Avenue Springfield, Missouri 65801 (417) 864-1639 hwright@ci.springfield.mo.us

ATTORNEYS FOR INTERVENOR THE CITY OF SPRINGFIELD, MISSOURI

#### Exhibit B

#### BOUNDARY AGREEMENT

THIS AGREEMENT, made and entered into this	day of December
2007, (the "effective date") by and between the City of Springfield	, Missouri, hereinafter
called "Springfield" and the City of Willard, hereinafter called "W	illard."

#### WITNESSETH

WHEREAS, the constitution of the state and statutes of Missouri authorize interlocal governmental agreements between political subdivisions; and

WHEREAS, the City of Willard ("Willard") and the City of Springfield ("Springfield") have entered into an agreement dated April 15, 2004 ("Wastewater Contract") which provides that Springfield will treat the wastewater from the Willard Sewer System as defined in the Wastewater Contract; and

WHEREAS, Willard has annexed land outside of the Willard Service Area that is located within the Airport Zone of the Springfield-Branson National Airport; and

WHEREAS, Willard would like to provide for its own sewerage treatment facility to serve the Meadows subdivision and other areas that are located outside of Willard Service Area; and

WHEREAS Willard has entered into a contract to purchase the water and sewer assets of the Meadows Water Company and has sought approval of the sale by the Missouri Public Service Commission ("PSC") as required by law; and

WHEREAS, Springfield has intervened in the application of Willard and the Meadows Water Company to sell the water and sewer assets in order to determine how its interest might be affected by the sale; and

WHEREAS, Springfield and Willard are interested in establishing a boundary line for future annexations for Willard and Springfield that will promote long range planning, protect the environment, establish priorities for capital expenditures and construction of public infrastructure so that citizens and businesses can plan knowing where the future boundary might be located between the two communities; and

WHEREAS, the establishment of the Boundary Line (Exhibit 1) shown on the Boundary Map (Exhibit 2) does not require Willard or Springfield to annex land that is located in their respective Boundary Area

WHEREAS, the establishment and maintenance of the Airport Zones at the Springfield Airport are critical to protecting the Airport and the environment within the Airport zones; and

WHEREAS, Springfield has adopted the state law with respect to Airport Zones and has adopted additional zoning laws to protect citizens from noise and airplane over-

flights within Airport Zones and certain types of light and electrical devices that interfere with avigation in the Airport Zones which is identified as the Airport Zoning Law; and

WHEREAS, Willard has adopted the state law on Airport Zoning and has stated that it will also adopt the Springfield Airport Zoning law in order to protect the Airport Zones; and

WHEREAS, Willard and Springfield have determined it is in their mutual interest to resolve all issues concerning the annexation of land in the Airport Zone, the sale of the sewer and water assets of the Meadows Water Company and alleged violations of the Wastewater Contract by the establishment of a boundary line that will delineate the future boundaries between the two communities.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between Springfield and Willard as follows:

#### SECTION 1. Definitions.

Airport Zone - The definition set forth in Section 305.400(1) RSMo.

Boundary Line - Is a line described on **Exhibit** 1 that is generally shown as the green line on Exhibit 2, the Boundary Map.

Boundary Map - Exhibit 2.

Springfield Boundary Area - Is an area that is south or east of the Boundary Line shown on Exhibit 2.

Willard Boundary Area - Is an area that is north or west of the Boundary Line shown on Exhibit 2.

#### SECTION 2. Annexation.

#### A. Boundary Areas.

Willard shall not annex any land that is south or east of the Boundary Line described on **Exhibit 1** in the Springfield Boundary Area as shown on the Boundary Map, a copy of which is attached hereto and incorporated herein as **Exhibit 2.** Springfield shall not annex any land that is north or west of the Boundary Line in the Willard Boundary Area as shown on the Boundary Map.

#### B. Airport Zones.

Willard shall not annex any additional area that is located within any Airport Zone as

shown on **Exhibit 3** until the state of Missouri has enacted legislation authorizing such annexation by adopting amendments to the state law in accordance with **Exhibit 4**. In the event legislation is passed that is different from **Exhibit 4** such legislation shall not satisfy the requirement of this subsection without the written consent of both parties. The parties agree to support such legislation and will make their best efforts to obtain passage of the legislation as shown in **Exhibit 4**. The Mayors' of Springfield and Willard shall write letters to the members of the General Assembly from the area in support of such legislation.

In the event the legislation is enacted that is different than shown in Exhibit 4, Willard shall not annex any land within the Airport Zones until both parties consent in writing to changes to the legislation. Any action by Willard in violation of this subsection shall be deemed a breach of this agreement.

### C. Annexation Along Certain Farm Roads.

Willard shall not annex any land located within the Airport Zones adjacent to the Farm Roads purportedly annexed into Willard by an ordinance adopted by Willard as Bill No 07-20, Ordinance No. 070611A until the State of Missouri has enacted legislation authorizing such annexation in accordance with **Exhibit 4**. Willard hereby waives any objection that it might have to the timeliness of a challenge by Springfield, the Attorney General of the State of Missouri, or the Greene County Prosecuting Attorney, based on the statute of limitations to the annexation of right-of-way of Farm Roads 101, 103, and 106 as set forth in Bill No 07-20, Ordinance No. 070611A that was given first reading at the City Council meeting of June 11, 2007 and second reading at the City Council meeting of June 24, 2007 which ordinance annexes land into the city limits of Willard until the state of Missouri has enacted legislation authorizing such annexation in accordance with **Exhibit** 4.

For the purpose of the annexation laws of this state the annexation described in subsection 2.D shall not be considered contiguous to Willard until the state of Missouri has enacted legislation in accordance with **Exhibit 4**. Willard shall not use the annexation described in subsection 2.D for the purpose of annexing additional land until the state of Missouri has enacted legislation authorizing such annexation in accordance with **Exhibit 4**.

#### SECTION 3. Airport Zones.

#### A. Adoption of Airport Zoning Law.

Willard shall adopt as part of its Zoning Ordinance the Airport Zoning Law which is attached hereto as Exhibit 5 prior to annexing any additional land within the Airport Zones and shall keep in full force and effect at all times the Airport Zoning Law.

1. Willard shall include within its Zoning Ordinance specific procedures for processing applications for rezoning of property located within the Airport Zones. Such procedures shall at a minimum include opportunity for review

by the City of Springfield Planning Department and mediation of any disputes, as set forth in Section 3.C of this Agreement. Additionally, Willard shall include within its City ordinances a procedure for processing building permit applications requiring certification as set forth in Section 3.D.

2. Willard shall strictly enforce the Airport Zoning Law for land already within the Willard city limits and the Airport Zones, and with respect to any land annexed by Willard after the date of this agreement which is located within the Airport Zones. The obligation to maintain, administer and enforce the Airport Zoning Law in accordance with the procedures set forth in this agreement shall exist independently of any amendment to the section 305.410 RSMo.

#### B. Annexation By Willard.

- 1. Willard shall not voluntary annex any property within an Airport Zone under procedures set forth in section 71.012 RSMo, unless the applicant requests Airport Zoning.
- 2. Willard shall not provide sanitary sewer service to any property that requests annexation under procedures for annexation set forth in sections 71.012.or 71.015 RSMo. within an Airport Zone until the property has been rezoned in accordance Exhibit 5.
- 3. Any proposal by Willard pursuant to section 71.015. RSMo. to annex property within an Airport Zone shall include within the ordinance proposing the annexation and the plan of intent a statement showing that the proposed zoning for areas within the Airport Zones will be as set forth in Exhibit 5 and that sewer services will be provided to areas within Airport Zones not sooner than the date that the property is rezoned in accordance with Exhibit 5. If such area is annexed by Willard, Willard shall submit a rezoning request to rezone the property in accordance with the ordinance proposing annexation and its plan of intent set forth therein.

### C. Processing of Requests to Zone Property Within the Airport Zones.

- 1. All requests for zoning changes and subdivision of land including any administrative approval of the subdivision of land within the Airport Zones within the city limits of Willard shall be submitted by Willard to the Springfield Planning Department for comment as to whether or not it complies with the Airport Zoning Law and if the subdivision of land is consistent with the Airport Zoning Law prior to Willard processing the request.
- 2. If Springfield determines that the request complies with the Airport Zoning

- Law it shall notify Willard in writing no later than thirty (30) days after receipt by Springfield.
- In the event Springfield determines that the requested change in zoning 3. violates the Airport Zoning Law, Springfield shall notify Willard in writing no later than thirty (30) days after receipt by Springfield stating the reason that it does not comply. If Willard agrees with such determination, it shall deny the application and notify the applicant. If Willard does not agree with Springfield's determination, Willard shall notify Springfield and the parties shall meet to discuss the matter. Mediation before an outside mediator shall be pursued if the meeting of the parties fails to achieve consensus. If mediation fails and both parties agree, the matter shall be submitted to binding arbitration. In the event the matter is not resolved, either party may request a declaratory judgment to interpret and enforce the Airport Zoning Law by the Circuit Court of Greene County, Missouri. If the parties cannot agree, the request shall not be processed until there is an agreement or a final determination as to whether or not the request complies with the Airport Zoning Law. The applicant shall be notified of any arbitration or mediation of the matter and may participate in any arbitration or mediation proceedings provided that the applicant agrees to be bound by such decision.

#### D. Administration of the Airport Zoning Law.

- 1. Willard shall administer the Airport Zoning Law according to their terms.
- 2. A building permit shall not be issued by Willard if the work to be performed pursuant to the permit violates the Airport Zoning Law.
- 3. Prior to issuing a building permit or any other permit designated by Springfield, Willard shall submit to Springfield the following information and a certification on a form substantially as in **Exhibit 7** that contains the following:
  - a. A statement listing the height of any building or structure and that it does not violate the Airport Zoning Law.
  - A statement listing the intended use or uses and that it does not violate the Airport Zoning Law.
  - A statement that the building or structure will contain soundproofing as required by the Airport Zoning Law.
  - d. An executed easement from the owner of the property where the building or structure will be built on a form approved by Springfield which easement shall be submitted to Springfield for approval and recorded prior to the issuance of the permit.

- c. A statement by the builder and property owner on a form approved by Springfield that they are aware of the limitations set forth in the Airport Zoning Law including limitations on lighting and electrical devices that could interfere with the avigation and communications with airplanes in the Airport Zone, and that they will comply with such laws in the use of the property which statement shall be approved by Springfield and recorded prior to the issuance of the permit. Provisions of this subsection may be added to the avigation easement. Willard shall notify Springfield of the permit request. If Springfield believes the request seeks to build in violation of the Airport Zoning Law, it shall notify Willard in writing within fifteen (15) days of receipt of the certification.
- f. Any statement required by Springfield with respect to any other matter determined by Springfield that is germane to administration of the Airport Zoning Law and the issuance of permits by Willard.
- 4. If either Willard or Springfield has questions as to whether or not the permit complies with the Airport Zoning Law Willard shall not issue the permit until a determination has been made as set forth below.
  - Upon notification by Springfield or Willard that there is a question a. concerning administration of the Airport Zoning Law, the parties shall discuss the matter and if both parties agree the matter shall be resolved as agreed to by the parties. If the parties cannot agree on a resolution, the matter shall be submitted to mediation before an outside mediator. If mediation fails and the parties agree, the matter shall be submitted to binding arbitration. In the event the matter is not resolved by arbitration or mediation, either party may request a declaratory judgment by the Circuit Court of Greene County, Missouri, to interpret and enforce the Airport Zoning Law or take such other action as authorized by law. The applicant shall be notified of any arbitration or mediation of the matter and may participate in any arbitration or mediation. If the applicant participates in any arbitration of the matter, the applicant shall be bound by such decision. Willard shall not issue the building permit in the Airport Zone until the parties agree to a resolution or the pending arbitration decision is final or a court has issued its final judgment in the declaratory judgment action.
- 5. Willard shall include in its City Code provisions that any permit issued in violation of the Airport Zoning Law is void. Willard shall also include in its City Code provisions that gives Willard the authority to issue stop work orders for any work that is being performed in violation of the Airport Zoning Law including other remedies to enforce the Airport Zoning Law as may be requested by Springfield.

- 6. If a permit has been issued in violation of the Airport Zoning Law Willard shall take immediate action to issue a stop work order under its Building Code, enjoin any violation of the Airport Zoning Law, or otherwise stop the violation.
- 7. Upon completion of the work for which the permit has been issued, Willard shall inspect the work to determine that it has been built in accordance with the Airport Zoning Law. Willard shall certify to Springfield upon the completion and inspection of the work that it has been completed in accordance with the Airport Zoning Law.
- 8. Willard stipulates that its failure to perform its permitting, compliance monitoring, enforcement, and abatement responsibilities under this agreement may cause irreparable harm for which there is no adequate remedy at law, and upon failure of Willard to act immediately upon Springfield's request to perform any of its responsibilities hereunder, officials of the City of Springfield shall be authorized to do all things necessary to abate in accordance with lawful procedures or enjoin the violation.
- 9. If Springfield believes Willard is not properly enforcing the Airport Zoning Law, Springfield shall notify Willard in writing, specifying the alleged failure, and the parties shall meet to determine if the matter can be resolved. If the matter can not be resolved, Springfield shall be authorized to do all things necessary to abate or enjoin the violation.
- E. Willard shall keep records of all permits issued within the Airport Zone and inspection of the work.
- F. Nothing contained herein shall be construed to limit the right of any applicant to appeal any decision by Willard provided any appeal shall be made within thirty (30) days after notification of the decision. Any appeal or application to the Board of Adjustment with respect to the application of the Airport Zoning Law or Willard's City Code shall be made to the a Joint Board of Adjustment comprised of the City of Willard Board of Adjustment and the Springfield Board of Adjustment, upon such authorization being granted in the statutory amendment proposed in Exhibit 4. Willard shall modify its City Code and Zoning Ordinance to provide for such procedures. Springfield shall modify its Zoning Ordinance to grant authority to its Board of Adjustment concerning these matters.

#### G. Additional Remedies.

Springfield, as owner of the airport, shall have authority to enforce the Airport Zoning Law against Willard, or any person violating the Airport Zoning Law by quo warranto, injunction, mandamus and declaratory judgment, and may include in such lawsuits officials or employees from Willard to the extent they are necessary parties, upon such authorization being granted in the statutory amendment proposed in **Exhibit 4** provided

however this subsection shall not be construed to limit rights that Springfield has to enforce this agreement or its rights at common law.

#### SECTION 4. Utilities.

#### A. Water.

- 1. City Utilities Existing Water Customers. The Board of Public Utilities of City of Springfield (City Utilities), an administrative board of Springfield shall have the right to serve water customers within either of the Boundary Areas. City Utilities shall retain the right to continue to serve its existing water customers within both Boundary Areas. If any area within the Willard Boundary Area is hereafter annexed by Willard, City Utilities shall retain the right to continue to serve existing customers within such area, in accordance with the appropriate franchise agreements adopted by Willard.
- Willard Existing Water Customers. Willard shall have the right to serve water customers within either of the Boundary Areas. Willard shall retain the right to continue to serve its existing water customers within the both Boundary Areas. If any area within the Springfield Boundary Area is hereafter annexed by Springfield, Willard shall retain the right to continue to serve existing customers within such area in accordance with the appropriate franchise agreements adopted by Springfield.
- 3. Intent. In the event any court or public agency having jurisdiction over water agreements in Missouri determines Subsection 4 A. (2) requires PSC approval under sections 247.172 or 394.312 RSMo.., the provisions shall be null and void. Such provisions are severable from other provisions of this agreement. It is not the intent of the parties for the above provisions to displace competition.

#### B. Sanitary Sewer Service.

- 1. Willard Existing Sewage Customers. Willard shall not provide sanitary sewer service to any property that is located south or east of the Boundary Line within the Springfield Boundary Area shown on the Boundary Map except pursuant to a written agreement with Springfield.
- 2. Springfield Existing Sewage Customers. Springfield shall not provide any sanitary sewer service to any property that is located north or west of the Boundary Line within the Willard Boundary Area on the Boundary Map except pursuant to a written agreement with Willard.
- 3. Right-of-Way Cooperation for Sewer Lines. Willard shall cooperate with respect to the location of sewer lines by Springfield within the right-of-way on roads within the city limits of Willard by granting to Springfield the right to use such rights-of-ways on reasonable terms and conditions. Springfield shall only have the right to locate sewer lines within the Willard Boundary Area if necessary for the operation of the Springfield Publicly Owned Treatment Works as defined in the

Wastewater Contract dated \_\_\_\_\_ of \_\_\_\_ 2004, Springfield shall cooperate with respect to the location of sewer lines by Willard within the right-of-way on roads within the city limits of Springfield by granting to Willard the right to use such right-of-ways on reasonable terms and conditions. Willard shall only have the right to locate sewer lines within the Springfield Boundary Area if necessary for the operation of the Willard Sewer System.

#### SECTION 5. Performing Duties.

Springfield shall faithfully and punctually perform all duties with respect to this agreement as required by the Constitution and Laws of the State and the ordinances of Springfield. Willard shall faithfully and punctually perform all duties with respect to this agreement as required by the Constitution and Laws of the State and the ordinances of Springfield.

#### SECTION 6. Modification.

Except as herein provided, this Contract may not be changed or modified except upon mutual consent in writing approved by the governing bodies of both Willard and Springfield. Such change or modification may be requested by either party, in which event a meeting of the representatives of both parties shall be held within sixty (60) days after giving them a written notice, at which meeting the requested changes or modifications shall be considered and discussed.

#### SECTION 7. Severability.

If any provision of this Contract shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Contract, and this Contract shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein, unless such invalid or unenforceable provision was an essential basis upon which a party entered into this Contract.

### SECTION 8. Execution of Documents.

This Contract shall be executed in four (4) or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all deeds, documents or other instruments, and take such other action as is necessary to give effect to the terms of this Contract.

No waiver by either party of any term or condition of this Contract shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsequent paragraph, clause, phrase, or other provision of this Contract.

#### SECTION 10. Entirety.

This Contract merges and superscdes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof, and constitutes the entire agreement between the parties hereto in respect thereof, save and except the Wastewater Agreement and any amendments thereto, and the Settlement Agreement approved by Willard and Springfield on the day of December \_\_\_\_\_, 2007.

#### SECTION 11. Dispute Resolution.

Upon notification by Springfield or Willard that there is an alleged violation of this agreement or question of interpretation concerning any other matter not covered by specific dispute resolution provisions herein, notice shall be sent by Willard or Springfield stating the matter the alleged violation or question. The parties shall meet and discuss the matter within thirty (30) days. If the parties cannot agree on a resolution, the matter shall be submitted to mediation before an outside mediator. If mediation fails and the parties agree, the matter shall be submitted to binding arbitration. In the event the matter is not resolved by arbitration or mediation, either party may request a declaratory judgment by the Circuit Court of Greene Country, Missouri, to interpret and enforce this agreement or take such other action as authorized by law.

#### SECTION 12. Effective Date,

This contract shall be effective upon approval by both the City Council of the City of Springfield and the Board of Aldermen of the City of Willard and the execution of this agreement by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of Springfield by its City Manager and attested to by the City Clerk, and on behalf of Willard by its Mayor and/or their designces at the dates shown respectively.

# CITY OF SPRINGFIELD, MISSOURI

By: Bob Cumley, City Manager
Date:
CITY OF WILLARD; MISSOURI
By: Jamie Schooleraff Mayor
Date:
Approved as to Form:
Journal Count To City Attorney, City of Springfield
Date:
Approved as to Form:
andemil
City Attorney, City of Willard
Date:

#### LIST OF EXHIBITS TO BOUNDARY AGREEMENT

Exhibit No. 1 - Description of the Boundary Line.

Exhibit No. 2 - Boundary Map.

Exhibit No. 3 - Airport Zones at the Springfield-Branson National Airport.

Exhibit No. 4 - Proposed Amendment to State Airport Zoning Law.

Exhibit No. 5 - Airport Zoning Law

Exhibit No. 6 - Willard Service Area - The area from which Springfield will treat sewerage from the Willard Sewer System also described in Exhibit A attached to the Wastewater Contract dated April 15, 2004, between Springfield and Willard as amended.

Exhibit No. 7 – Certification Form

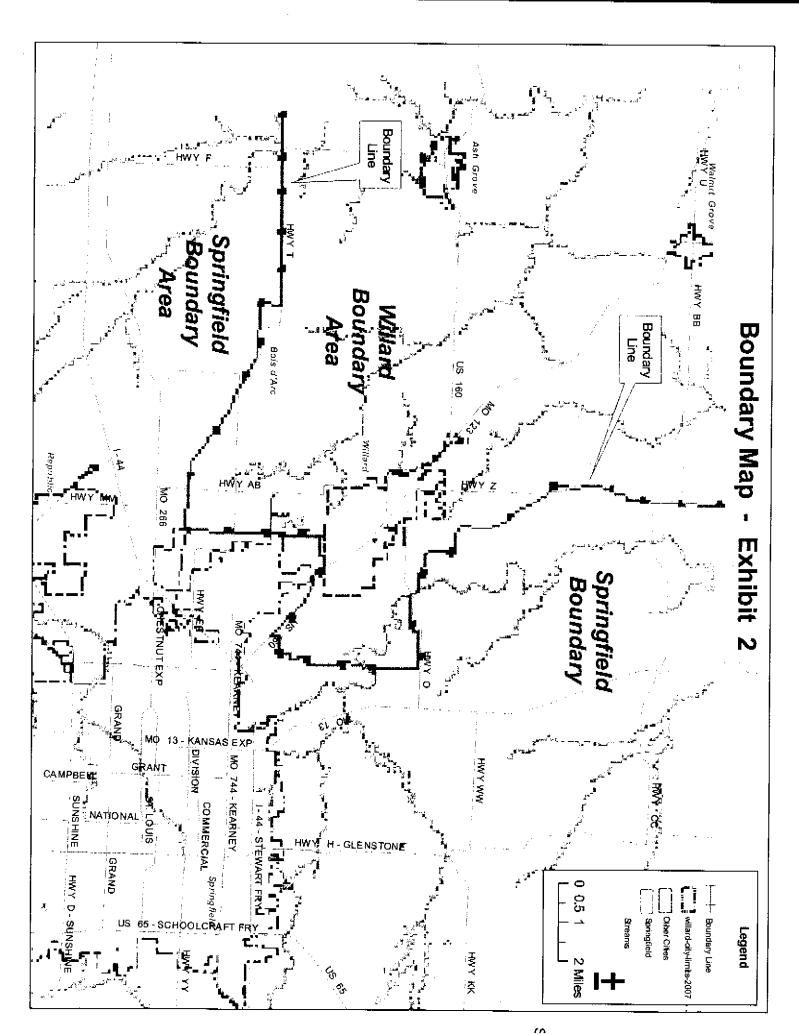
# EXHIBIT 1 BOUNDARY LINE

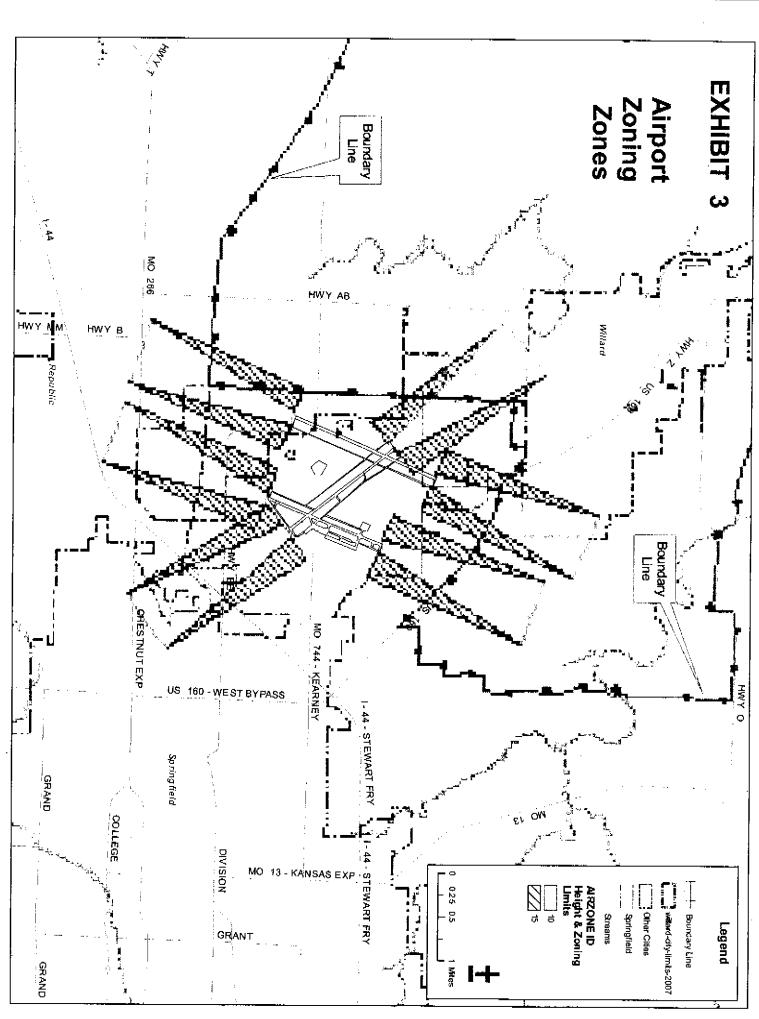
Description of line of agreement between the Cities of Springfield and Willard, Missouri.

Commencing at the point of intersection of the centerline of the Sac River and the Greene/Lawrence County lines, said point being the northern most point of a parcel of land touching the County Line and recorded in Book 2740 page 1070 of the Greene County Recorders office; thence north along the County line, also being the west line of Section 6 Township 29 North Range 24 West to a point 1,082 feet north of the centerline of the Sac River along the County line as the point of beginning. Leaving the County line, thence eastward to the north rights-of-way of Farm Road 17 located north of the Sac River and west of Highway F; thence continue eastward with the north rights-of-way of Farm Road 17 to Highway F; crossing Highway F to the north rights-of-way of Highway F; thence continuing eastward with the north rights-of-way of State Highway F, crossing Farm Road 35, Farm Road 39, Farm Road 47, Farm Road 59, to a point on the north rights-of-way of State Highway F and a parcel of land recorded in Book 2622 page 0443 of the Greene County Recorders Office, located in the Southwest 1/4 of Section 2, Township 29 North, Range 24 West said point being 810 feet east of the east rights-ofway of Farm Road 59, thence leaving the north rights-of-way of State Highway F, thence south crossing the rights-of way of State Highway F to the south rights-of-way of State Highway F and the north line of a parcel owned by James L. Squibb (parcel # 881502100005); thence continue south along this route 2,476 feet to a point; thence South 45 degrees East a distance of one rod; thence eastward crossing another James L. Squibb parcel (parcel #881501202042) and the Bois d'Arc school parcel (parcel # 881501202007) to the extended south rights-of way of Farm Road 63; thence continue eastward with the with the south rights-of-way of Farm Road 63 to a point where Farm Road 63 joins State Highway T; thence continue eastward with the south rights-ofway of State Highway T crossing Farm Road 71, now leaving the south rights-of-way of State Highway T, continue on the same east/west line to the south rights-of-way of the Burlington Northern Santa Fe Railroad (formally the Frisco Railway Company); thence continue southeastward with the south rights-of-way of the Burlington Northern Santa Fe Railroad rightsof-way crossing the rights-of-way of Farm Road 75, Farm Road 81, State Highway EE, Farm Road 89, Farm Road 93, Farm Road 124, Farm Road 97, State Highway AB to the point of intersection of the city limits of Springfield as described in general ordinance # 5566 and general ordinance # 5587 and effective 20 July, 2006, said point being located on the south rights-of-way of the Burlington Northern Santa Fe Railroad; now leaving the south rights-of way of the Burlington Northern Santa Fe Railroad, and point being of the west line of northeast quarter of Section 14, Township 29 North Range 23 West; thence north with the west line of the east half of Sections 14, 11, and 2 of Township 29 North Range 23 West to the north rights-of-way of State Highway EE; thence east with the north rights-of-way of State Highway EE to the east rights of way of Farm Road 103; thence north with the east rights-of-way of Farm Road 103 to the north line of a parcel recorded in Book 2562 page 1948, now leaving the rights-of-way of Farm Road 103; thence east with the north line of the parcel recorded in Book 2562 page 1948 to the northern northeastern corner of this parcel, thence continue east along the same course but now along the northern line of Frances Curtis parcel ( Parcel # 881402100018) to its northeastern intersection with the eastern most west line of a parcel recorded in Book 2562 page 1948; thence

north with the eastern most west line of the above cited parcel and the west line of a parcel recorded in Book 1617 page 662 to the south rights-of way of Farm Road 94; thence east with the south rights-of-way of Farm Road 94 to the intersection of the southwest rights-of-way of US 160; thence southeasterly with the south and west rights-of-way of US 160 crossing Farm Road 115, and continuing to the extended intersection of the eastern rights-of-way of Farm Road 123 (also known as Westgate Ave - said intersection is where US 160 and Farm Roads 106 and Farm Road 123 meet); thence north with the extended and east rights-of-way of Farm Road 123 to the point of intersection of the southern north line of a parcel recorded in Book 1420 page 69; thence east with the southern north line of this cited parcel to the eastern west line of this parcel; thence north with the eastern west line of this parcel to the south rights-of-way of Farm Road 102; thence east with the south rights-of-way of Farm Road 102 to a point of intersection of an extended western line of a parcel of land recorded in Book 2989 page 2677; now leaving the south rights-of-way of Farm Road 102, thence with the extended and west line of the above cited parcel north to the south rights-of-way of Farm Road 127; now crossing the rights-of-way of Farm Road 127 to the north rights-of-way of Farm Road 127; thence west and north with the north and east rights-of-way of Farm Road 127 to the intersection of the south rights-of-way of Farm Road 94; thence east with the south rights-of-way of Farm Road 94 to point of intersection of the extended west rights of-way of Farm Road 129; thence north with the extended rights-ofway and west rights-of-way of Farm Road 129, crossing Farm Road 92, Farm Road 88, the centerline of the South Dry Sac River, Farm Road 72, to the south rights-of-way of State Highway O; thence westward with the south rights-of-way of State Highway O, crossing Farm Road 127 Farm Road 125, State Highway HH, Farm Road 117, to the centerline of the Little Sac River; now leaving the south rights-of-way of Highway O and along the centerline of the Little Sac River, thence northwestward and downstream with the centerline of the Little Sac River to a point of intersection of the crest line of a ridge, as shown on USGS Contour Maps and the ridgeline is located in the north half of a parcel owned by James Treese (parcel # 880819400008); thence continue northwest with the ridgeline through a parcel # 8808192000025 parcel #880819300018, through parcel recorded in book 2004 page 070792-04, through parcel recorded in book 2004 page 043284-04, through a parcel recorded in book 2005 page 047010-05; thence crossing Farm Road 74; and continuing along the ridge line or basin boundary line of the Little Sac River through a parcel recorded in book 2004 page 065380-04, through a parcel recorded in book 2296 page 0154, now through a parcel owned by Lonnie Lee (parcel # 880819200028), continuing with ridge line now within a parcel recorded in book 2006 page 040232-06, now the ridgeline turns slightly northeastward and then sharply westward in a parcel recorded in book 2086 page 0968; now the ridgeline crosses Farm Road 105 and turns sharply northwestward through a parcel recorded in book 2080 page 0415, the ridgeline continues northwestward then turns westward in a parcel recorded in book 2005 page 065747-05; now the ridgeline continues westward and turns northward in a parcel recorded in book 2003 page 067200-03; now crossing Farm Road 64; the ridgeline now is northward in parcel recorded in book 1767 page 1302; thence continuing north with the ridgeline through parcel recorded in book 2255 page 1999; now crossing Farm Road 60; thence northward through a parcel recorded in book 2458 page 1090, through a parcel owned by Micheal Reighard (parcel # 880712300028); thence northwesterly with ridgeline through a parcel recorded in Book 2634 page 0230; thence northwesterly with ridgeline through Donald Tucker's parcel (parcel #880712200002); now crossing Farm Road 54; thence continuing northwesterly through a parcel recorded in Book 2368

page 2225; thence northwesterly continuing to follow the ridge line of the Little Sac River through a parcel recorded in Book 2004 page 053813-04; thence northwesterly through a parcel recorded in Book 2543 page 0553; thence continuing northwesterly through a parcel recorded in Book 2543 page 0556; thence northwesterly into a parcel recorded in Book 2313 page 0172; now crossing State Highway Z; thence northwesterly into a parcel recorded in Book 2543 page 0547; thence turning north and northeasterly with the ridge line of Little Sac River into a parcel recorded in Book 2543 page 0547 (two parcels with same recording data); thence northeasterly with the ridge line through a parcel recorded in Book 2543 page 0544; now crossing Farm Road 42 and west of State Highway Z; thence northerly through a parcel recorded in Book 2767 page 0744; thence north through Ross Hill Cemetery a parcel recorded in Book page 0890; now crossing Farm Road 34; thence northeasterly with the drainage ridgeline of the Little Sac River through a parcel recorded in Book 1799 page 0836; thence northeast with the ridgeline to a point on the west rights-of-way of State Highway Z, said point is 460 feet south of the intersection of Farm Road 30 and the west rights-of-way of State Highway Z; thence northward with the west rights of State Highway Z; now crossing Farm Road 22, State Highway BB, and ending at the point of intersection of the west rights-of-way of State Highway Z and the Greene/Polk County line, said point is located in the northwest 1/4 of section 14, Township 31 North, Range 23 West and is the north easternmost point of a parcel recorded in Book 2239, page 2014.





#### EXHIBIT NO. 4 AMENDMENT TO STATE AIRPORT ZONING LAW

# 305.410. Annexation of land within airport zone prohibited, exception (Greene County)

Notwithstanding any other law to the contrary, annexation of land located within an airport zone by any city, town or village other than the municipality which owns the airport is prohibited, nor shall any areas be incorporated in such airport zones unless the municipality that owns the airport has entered into an agreement pursuant to section 70.220 with a city, town or village that has adopted the airport zoning ordinance of the municipality owing the airport and agrees to enforce and administer such zoning. Any city, town or village, including its officers or employees, that has agreed to enforce and administer the the airport zoning ordinance of the municipality that owns the airport who fails to enforce or administer the airport zoning ordinance or the terms of an agreement for enforcement and administration shall be subject to injunction, quo warranto, mandamus or the remedies set forth in the agreement. If the city, town or village fails to enforce the airport zoning law of the municipality as agreed to with the municipality owing the airport, the municipality owing the airport shall in addition to all other remedies in this section have the right to enforce against the person who is in violation by injunction or declaratory judgment.

Notwithstanding any other law to the contrary the powers of the board of adjustment under section 89.080 may be vested in a board of adjustment consisting of members of the municipality that own the airport and members from the city, town or village that annexes land within the airport zone in accordance with an agreement to enforce and administer the zoning set forth in 305.405 and the airport zoning of the municipality that owns the airport. Notwithstanding any other law to the contrary the concurring vote of eight members of the board shall be necessary to reverse any order, requirement, decision, or determination of any such administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under any such ordinance or to effect any variation in such ordinance.

### 89.080. Board of adjustment--appointment--term--vacancies--meetings

Such local legislative body shall provide for the appointment of a board of adjustment, and in the regulations and restrictions adopted pursuant to the authority of sections 89.010 to 89.140 may provide that the board of adjustment may determine and vary their application in harmony with their general purpose and intent and in accordance with general or specific rules therein contained. The board of adjustment shall consist of five members, who shall be residents of the municipality except as provided for in 305.410. The membership of the first board appointed shall serve respectively, one for one year, one for two years, one for three years, one for four years, and one for five years. Thereafter members shall be appointed for terms of five years each. Three alternate members may be appointed to serve in the absence of or the disqualification of the

regular members. All members and alternates shall be removable for cause by the appointing authority upon written charges and after public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. The board shall elect its own chairman who shall serve for one year. The board shall adopt rules in accordance with the provisions of any ordinance adopted pursuant to sections 89.010 to 89.140. Meetings of the board shall be held at the call of the chairman and at such other times as the board may determine. Such chairman, or in his absence the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings of the board shall be open to the public. The board shall keep minutes of its proceedings, showing the vote of each member upon question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall be a public record. All testimony, objections thereto and rulings thereon, shall be taken down by a reporter employed by the board for that purpose

#### V.A.M.S. 89,080

#### 89.090. Board of adjustment--powers

- 1. The board of adjustment shall have the following powers:
- (1) To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of sections 89.010 to 89.140 or of any ordinance adopted pursuant to such sections [FN1];
- (2) To hear and decide all matters referred to it or upon which it is required to pass under such ordinance:
- (3) In passing upon appeals, where there are practical difficulties or unnecessary hardship in the way of carrying out the strict letter of such ordinance, to vary or modify the application of any of the regulations or provisions of such ordinance relating to the construction or alteration of buildings or structures or the use of land so that the spirit of the ordinance shall be observed, public safety and welfare secured and substantial justice done, provided that, in any city with a population of three hundred fifty thousand or more inhabitants which is located in more than one county, the board of adjustment shall not have the power to vary or modify any ordinance relating to the use of land.
- 2. In exercising the above-mentioned powers such board may, in conformity with the provisions of sections 89.010 to 89.140, reverse or affirm wholly or partly, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as ought to be made and to that end shall have all the powers of the officer from whom the appeal is taken. The concurring vote of four members of the board shall be necessary to reverse any order, requirement, decision, or determination of any such administrative official, or to decide in favor of the

applicant on any matter upon which it is required to pass under any such ordinance or to effect any variation in such ordinance except as provided in 305.410.

# AMENDED EXHIBIT 5 AIRPORT ZONING LAW

## Section 4-2600. AO - Airport Overlay Districts

- 4-2601. **Purpose.** The Airport Overlay Zoning Districts are intended to regulate the development of noise-sensitive land uses, to promote compatibility between the Springfield-Branson National Airport and the surrounding land uses, to protect the Springfield-Branson National Airport from incompatible development and to promote the health, safety, and general welfare of property users.
- 4-2602. **Airport Overlay Zoning Districts.** The Airport Overlay Zoning Districts shall be known and designated as ΛO-1 and ΛO-2 and shall be shown on the *Official Zoning Map*.
- 4-2603. Overlay Districts Boundaries.
  - A. The AO district boundaries shall include:
    - AO-1district: all areas within two-thousand (2,000) feet of any airport runway centerline extending out ten-thousand (10,000) feet from both ends of any airport runway
    - 2. AO-2 district: all areas encompassing the airport zones defined in the *Airport Zoning Law, Rev. Mo. Stat. Chapter 305*, defined as follows:

Beginning at a point on the end of any runway and on the centerline of the runway; thence to the right a distance of five-hundred (500) feet on a course perpendicular to said centerline to a point; thence to a point two-thousand (2,000) feet to the right of and perpendicular to the centerline extended which point is directly opposite a point ten-thousand (10,000) feet from the end of the runway on the said centerline extended away from the runway; thence to a point two-thousand (2,000) feet to the left of and perpendicular to the centerline extended which point is directly opposite a point ten-thousand (10,000) feet from the end of the runway on the said centerline extended away from the runway; thence to a point five-hundred (500) feet to the left of the point of beginning and perpendicular to the said centerline; thence to the point of beginning.

B. The bearings for the centerlines of the runways and the end of the runways identified below are shown on the 2007 Airport Layout Plan that is currently under review with the Central Division of the Federal Aviation Administration a copy of which is on file at the office of the

Director of Aviation for the Springfield-Branson National Airport. The reference point for the centerline and end of each runway shall be:

#### 1.Latitude/Longitude Spatial Coordinate System

a.	Runway 02:	Latitude 37° 13° 59.178"	Longitude 93° 23° 25.807"
b.	Runway 02L:	37° 14° 17.520"	93° 24° 23.215"
c.	Runway 20:	37° 15° 12.642"	93° 22° 49.073"
d.	Runway 20R:	37° 15° 49.322"	93° 23° 37.327"
e.	Runway 14:	37° 15° 18.871"	93° 24° 01.831"
f.	Runway 32:	37° 14° 16.736"	93° 23° 00.634"

#### 2. Missouri State Plane Coordinate System

a.	Runway 02:	Easting X = 1381214.6944	Northing $Y = 510834.8577$
b.	Runway 02L:	X = 1376608.4014	Y = 512722.9890
c.	Runway 20:	X = 1384272.8939	Y = 518223.9910
đ.	Runway 20R:	X = 1380407.4785	Y = 521973.2329
e.	Runway 14:	X = 1378396.5476	Y = 518911.9993
f.	Runway 32:	X = 1383286.0121	Y = 512579.7662

#### 4-2604. Split-Zoned Tracts and Structures.

- A. Where a part of a tract of land lies within an Airport Overlay Zoning District, the district requirements shall only apply within the part of the tract located in the district. The AO-2 district shall take precedence over the AO-1 district.
- B. A structure which is located partly within an Airport Overlay Zoning District and partly outside shall be considered to be entirely within an Airport Overlay Zoning District. The AO-2 district shall take precedence over the AO-1 district.

#### 4-2605. Allowed Uses.

- A. Within the Airport Overlay Zoning Districts as defined herein, no land shall be used and no structure or other object shall hereafter be creeted, altered, converted, or modified other than for those compatible land uses permitted by the underlying zoning districts.
  - 1. The following land uses are prohibited in the AO-1 district, regardless of underlying zoning district, except as modified by the AO-2 district.
    - a. Residential:
       Single-family residential, including mobile homes
       Two-family, town houses and multi-family residential
       Manufactured housing developments
       Rooming, boarding & lodging houses
    - b. Public Use:
       Schools/colleges
       Hospitals/clinics
       Churches, auditoriums, and concert halls
       Community Center
       Day Care Center/preschool
       Libraries/museums
       Group Homes
       Day Care Homes
    - c. Recreational;
       Outdoor carnival/circus
       Playfield/stadium
       Drive-In Theater

- 2. In the AO-2, no dwellings shall be permitted to be constructed or enlarged other than single-family dwellings, including manufactured homes, each of which shall be on a lot or parcel of land of ten (10) acres or more. When these uses are allowed within the AO-2 district, measures to achieve outdoor to indoor Noise Level Reduction (NLR) as outlined in *Subsection 4-2608* are required. If a lot of less than ten (10) acres lawfully existed at the effective date of this Article, a single-family dwelling or manufactured home may be placed or enlarged on the lot provided: a) an avigation easement has been granted by the City, and b) outdoor to indoor Noise Level Reduction (NLS) as outlined in Subsection 4-2608 is installed in the dwelling unit or the addition to the dwelling unit as a part of the construction.
- 2. The following land uses are prohibited in the AO-2 district, regardless of underlying zoning district:
  - a. Hotels and motels
- B. Subsection 4-2605 does not apply to property within the official boundaries of the Springfield-Branson National Airport.

#### 4-2606. Additional Land Use Regulations.

- A. When a subdivision plat or building permit is required for any property within an Airport Overlay Zoning District the property owner shall dedicate an avigation easement to the City over and across that property. This easement shall establish a height restriction on the use of the property and hold the public harmless from any damages caused by noise, vibration, fumes, dust, fuel, fuel particles, or other effects that may be caused by the operation of aircraft taking off, landing, or operating on or near Springfield-Branson National Airport.
- B. Notwithstanding any other provisions of this Article or other section of the Springfield City Code, no use may be made of land, water, or structures within any zoning district established by this Article in such a manner as to create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, or result in glare in the eyes of pilots using the airport; impair visibility in the vicinity of the airport; create bird strike hazards, or otherwise in any way endanger or interfere with the landing, taking off, or flight operations of aircraft utilizing the airport.
- C. No building or structure shall be constructed nor shall any landscaping growth be maintained which exceeds fifty (50) feet in height in an Airport Overlay Zoning District.

#### 4-2607. Certification of Plans.

- A. The Director of Building Development Services shall not issue a building permit for any structure within the zones set forth in Subsections 4-2602 and 4-2603 unless the plans and specifications accompanying the application for said building permit have been certified by a Registered Professional Engineer or Registered Professional Architect in the State of Missouri as meeting the Noise Level Reduction (NLR) standards specified in Subsection 4-2608.
- B. The Registered Professional Architect or Engineer must certify that said plans and specifications shall reduce the noise impact from outdoor to indoor noise level, at least the minimum specified in this *Section*, using commonly accepted engineering and architectural acoustical practices.

#### 4-2608. Noise Level Reduction (NLR) Standards.

- A. In an Airport Overlay Zoning District, allowed land uses shall meet minimum construction standards to achieve a minimum outdoor to indoor NLR of thirty (30) decibels. The Director of Building Development Services shall establish rules for how to determine if construction standards will achieve a minimum outdoor to indoor NLR of thirty decibels which shall be filed with the City Clerk.
- B. The required minimum NLR applies to all portions of a structure where the public is received, office areas, public assembly rooms, sleeping areas, noise sensitive areas, or where the normal noise level is low.

#### New Definitions.

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

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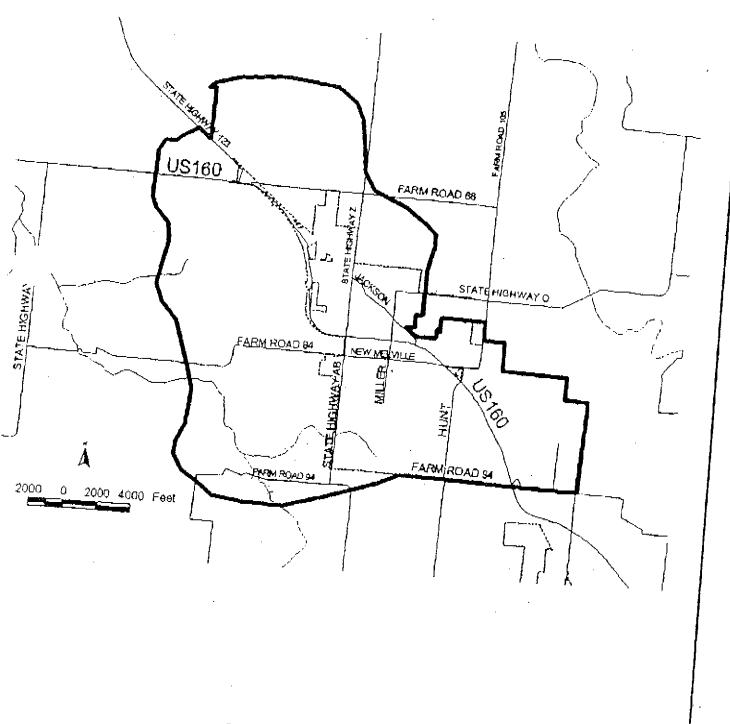


EXHIBIT 6

# CERTIFICATE OF COMPLIANCE EXHIBIT 7

hereby certify to	the building code inspector for the City of Willard do the City of Springfield the following statements:
1.	That the height of any building shown on the application for the building permit i does not exceedfeet and does not violate the Airport Zoning Laws.
_ 2.	That the statement of the use for the property as shown on the building permit is for and does not violate the Airport Zoning Laws.
3.	That the application for a building permit shows that the building or structure will contain soundproofing as required by the Airport Zoning Laws.
4.	That the owner of the property where the building or structure will be built has executed an easement/restriction on a form approved by the City of Springfield which is attached and submitted to Springfield for approval and recording prior to the issuance of the building permit.
I understand that the my hand I hereby gi and to the best of m	is certification will be relied upon by City of Springfield and under ve this certificate and declare that I have examined this certification y knowledge and belief it is true, correct and complete.
	Building Code Inspector

#### Exhibit C

### AMENDMENT NO. 1 TO WASTWATER CONTRACT DATED APRIL 15, 2004

Amendment Number 1 is hereby made to the Wastewater Contract dated April 15, 2004 between the City of Springfield (Springfield) and the City of Willard (Willard) on this day of December 2007.

#### WITNESSETH:

WHEREAS, Springfield and Willard have entered into a Boundary Agreement with respect to future annexations, sewer service and other matters; and

WHEREAS, certain terms and conditions of the Boundary Agreement affect the Wastewater Contract dated April 15, 2004; and

WHEREAS, it is necessary and appropriate to make the Boundary Agreement and the Wastewater Contract conform.

NOW THREFORE, in consideration of the mutual covenants and agreements contained herein and the consideration contained in the Boundary Agreement, it is agreed to by and between Willard and Springfield as follows:

1. That Section 102 in the April 15, 2004, Waste Water Contract is hereby changed to read as follows:

Section 102. <u>Duration of Contract</u>.

The Contract shall continue in full force and effect until 14, 2024. Representatives from Springfield and Willard shall meet, confer and discuss during the month of January in the year 2018 proposals to renew, terminate, or modify this agreement, and thereafter shall meet to confer and discuss in January of each succeeding year with regard to the nature and form of any proposed agreement between the parties which may be entered into after the termination of this agreement until they have reached agreement on whether or not to renew, terminate, or modify this agreement. This contract may be cancelled with at least one year written notice by Willard to the Director of Public Works and the City Clerk of Springfield...

2. That section 407 in the April 15, 2004 Wastewater Contract is hereby changed to read as follows:

"Section 407. Additional Service Rendered by Willard.

(a) Connection to Springfield's POTW. Willard shall retain full power and authority to

provide sewer service to the inhabitants of the area governed by Willard, as shown on Exhibit A including the construction or acquisition of facilities for the collection and transportation of sewage arising within the corporate limits of Willard. Willard may also provide sewer service to persons in an area outside its existing corporate limits in the area described in **Exhibit A** as the Willard Service Area<sup>1</sup> without the express written consent of Springfield if the area where sewer service is provided is annexed into Willard prior to providing the sewer service. All sewage collected by Willard within the Willard Service Area shown in **Exhibit A** shall be treated by Springfield unless the Director of Public Works for Springfield otherwise authorizes treatment by another treatment facility.

- (b) Willard's Operation of Sewerage Treatment Facilities. Notwithstanding any other provision to the contrary, Willard may build and operate its own sewerage system including a treatment facility in an area north and west of the Boundary Line described in **Exhibit B** that is generally depicted on the Boundary Map identified as the Willard Boundary Area shown as **Exhibit C** copies of which is attached hereto and incorporated herein by reference. All sewerage outside of the Willard Service Area that is within the Willard Boundary Area shall be treated by Willard. Willard shall not connect the sewer system outside of the Willard's Service Area to the Springfield POTW.
- 3. That section 408 in the April 15, 2004 Wastewater Contract is hereby changed to read as follows:

"Section 408. Mutual Covenants. Springfield shall not extend the Springfield POTW to provide any sewer service into the area identified in Exhibit A as the Willard Service Area or the Willard Boundary Area without the written consent of Willard. Willard agrees that it shall not extend the Willard Sewer System that is connected to the Springfield POTW to any area outside of the Willard Service Area shown on Exhibit A without the written consent of Springfield. In order to induce Springfield to provide wastewater treatment to the area within the Willard Service Area, Willard states that it will not provide sewer service to any area outside of the Willard Boundary Area shown in Exhibit C, since such service is not reasonable and necessary for the proper development of Willard because Willard cannot provide normal municipal sewer services to those areas within a reasonable time. In order to induce Willard to not extend the Willard Sewer System to the area located outside of the Willard Boundary Area shown in Exhibit C, Springfield states that it will not provide sewer service to any area inside the Willard Boundary Area, except within the Willard Service Area as provided by contract since such service is not reasonable and necessary for the proper development of Springfield because Springfield cannot provide normal municipal sewer services to those areas within a reasonable time to this area. These covenants are mutual.

4. That section 409 in the April 15, 2004 Wastewater Contract is hereby amended by deleting the term "Willard Annexation Boundary" and replacing this term with the words "Willard Service Area." The April 15, 2004 Wastewater Contract is hereby further

<sup>&</sup>lt;sup>1</sup> The wastewater Agreement dated April 15, 2004 referred to Exhibit A as the Willard Annexation Boundary. In order to avoid confusion with this term and the Willard Boundary Area Exhibit A has been renamed as the Willard Service Area.

amended by deleting the term "Willard Annexation Boundary" cach and every place where that term is used and replacing it with the words "Willard Service Area."

5. The amendments to this Contract shall be incorporated into an Amended and Restated Wastewater Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on behalf of Springfield by its City Manager and attested to by the City Clerk, and on behalf of Willard by its Mayor or the Chief Executive Officer of Willard and/or their designate at the dates shown respectively.

CITY OF WILLIARD, MISSOURI
By:(
1 14 00
Date:/~ # - 0 }

CITY OF SPRINGFIELD, MISSOURI

By Jole Curvey
Bob Cumley, City Manager

Date: <u>/-/4-08</u>

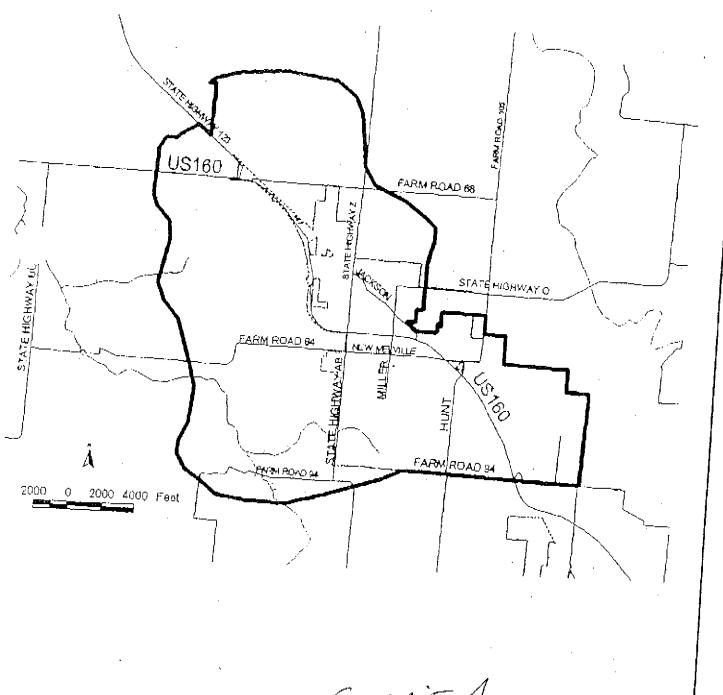
Approved as to Form:

City Attorney, City of Springfield

Approved as to Form:

Attorney, City of Willard

milim



ExhibiTA-

# EXHIBIT **B**BOUNDARY LINE

Description of line of agreement between the Cities of Springfield and Willard, Missouri.

Commencing at the point of intersection of the centerline of the Sac River and the Greene/Lawrence County lines, said point being the northern most point of a parcel of land touching the County Line and recorded in Book 2740 page 1070 of the Greene County Recorders office; thence north along the County line, also being the west line of Section 6 Township 29 North Range 24 West to a point 1,082 feet north of the centerline of the Sac River along the County line as the point of beginning. Leaving the County line, thence eastward to the north rights-of-way of Farm Road 17 located north of the Sac River and west of Highway F; thence continue eastward with the north rights-of-way of Farm Road 17 to Highway F; crossing Highway F to the north rights-of-way of Highway F; thence continuing castward with the north rights-of-way of State Highway F, crossing Farm Road 35, Farm Road 39, Farm Road 47, Farm Road 59, to a point on the north rights of-way of State Highway F and a parcel of land recorded in Book 2622 page 0443 of the Greene County Recorders Office, located in the Southwest 1/4 of Section 2, Township 29 North, Range 24 West said point being 810 feet cast of the east rights-ofway of Farm Road 59, thence leaving the north rights-of-way of State Highway F, thence south crossing the rights-of way of State Highway F to the south rights-of-way of State Highway F and the north line of a parcel owned by James L. Squibb (parcel #881502100005); thence continue south along this route 2,476 feet to a point; thence South 45 degrees East a distance of one rod; thence eastward crossing another James L. Squibb parcel (parcel #881501202042) and the Bois d'Arc school parcel (parcel # 881501202007) to the extended south rights-of way of Farm Road 63; thence continue eastward with the with the south rights-of-way of Farm Road 63 to a point where Farm Road 63 joins State Highway T; thence continue eastward with the south rights-ofway of State Highway T crossing Farm Road 71, now leaving the south rights-of-way of State Highway T, continue on the same east/west line to the south rights-of-way of the Burlington Northern Santa Fe Railroad (formally the Frisco Railway Company); thence continue southeastward with the south rights-of-way of the Burlington Northern Santa Fe Railroad rightsof-way crossing the rights-of-way of Farm Road 75, Farm Road 81, State Highway EE, Farm Road 89, Farm Road 93, Farm Road 124, Farm Road 97, State Highway AB to the point of intersection of the city limits of Springfield as described in general ordinance # 5566 and general ordinance # 5587 and effective 20 July, 2006, said point being located on the south rights-of-way of the Burlington Northern Santa Fe Railroad; now leaving the south rights-of way of the Burlington Northern Santa Fe Railroad, and point being of the west line of northeast quarter of Section 14, Township 29 North Range 23 West; thence north with the west line of the east half of Sections 14, 11, and 2 of Township 29 North Range 23 West to the north rights-of-way of State Highway EE; thence east with the north rights-of-way of State Highway EE to the east rights-ofway of Farm Road 103; thence north with the east rights-of-way of Farm Road 103 to the north line of a parcel recorded in Book 2562 page 1948, now leaving the rights-of-way of Farm Road 103; thence east with the north line of the parcel recorded in Book 2562 page 1948 to the northern northeastern comer of this parcel, thence continue east along the same course but now along the northern line of Frances Curtis parcel ( Parcel # 881402100018) to its northeastern intersection with the eastern most west line of a parcel recorded in Book 2562 page 1948; thence

north with the eastern most west line of the above cited parcel and the west line of a parcel recorded in Book 1617 page 662 to the south rights-of way of Farm Road 94; thence east with the south rights-of-way of Farm Road 94 to the intersection of the southwest rights-of-way of US 160; thence southeasterly with the south and west rights-of-way of US 160 crossing Farm Road 115, and continuing to the extended intersection of the eastern rights-of-way of Farm Road 123 (also known as Westgate Ave - said intersection is where US 160 and Farm Roads 106 and Farm Road 123 meet); thence north with the extended and east rights-of-way of Farm Road 123 to the point of intersection of the southern north line of a parcel recorded in Book 1420 page 69; thence east with the southern north line of this cited parcel to the eastern west line of this parcel; thence north with the eastern west line of this parcel to the south rights-of-way of Farm Road 102; thence east with the south rights-of-way of Farm Road 102 to a point of intersection of an extended western line of a parcel of land recorded in Book 2989 page 2677; now leaving the south rights-of-way of Farm Road 102, thence with the extended and west line of the above cited parcel north to the south rights-of-way of Farm Road 127; now crossing the rights-of-way of Farm Road 127 to the north rights-of-way of Farm Road 127; thence west and north with the north and east rights-of-way of Farm Road 127 to the intersection of the south rights-of-way of Farm Road 94; thence east with the south rights-of-way of Farm Road 94 to point of intersection of the extended west rights-of-way of Farm Road 129; thence north with the extended rights-ofway and west rights-of-way of Farm Road 129, crossing Farm Road 92, Farm Road 88, the centerline of the South Dry Sac River, Farm Road 72, to the south rights-of-way of State Highway O; thence westward with the south rights-of-way of State Highway O, crossing Farm Road 127 Farm Road 125, State Highway HH, Farm Road 117, to the centerline of the Little Sac River, now leaving the south rights-of-way of Highway O and along the centerline of the Little Sac River, thence northwestward and downstream with the centerline of the Little Sac River to a point of intersection of the crest line of a ridge, as shown on USGS Contour Maps and the ridgeline is located in the north half of a parcel owned by James Treese (parcel # 880819400008); thence continue porthwest with the ridgeline through a parcel # 8808192000025 parcel #880819300018, through parcel recorded in book 2004 page 070792-04, through parcel recorded in book 2004 page 043284-04, through a parcel recorded in book 2005 page 047010-05; thence crossing Farm Road 74; and continuing along the ridge line or basin boundary line of the Little Sac River through a parcel recorded in book 2004 page 065380-04, through a parcel recorded in book 2296 page 0154, now through a parcel owned by Lonnic Lee (parcel # 880819200028), continuing with ridge line now within a parcel recorded in book 2006 page 040232-06, now the ridgeline turns slightly northeastward and then sharply westward in a parcel recorded in book 2086 page 0968; now the ridgeline crosses Farm Road 105 and turns sharply northwestward through a parcel recorded in book 2080 page 0415, the ridgeline continues northwestward then turns westward in a parcel recorded in book 2005 page 065747-05; now the ridgeline continues westward and turns northward in a parcel recorded in book 2003 page 067200-03; now crossing Farm Road 64; the ridgeline now is northward in parcel recorded in book 1767 page 1302; thence continuing north with the ridgeline through parcel recorded in book 2255 page 1999; now crossing Farm Road 60; thence northward through a parcel recorded in book 2458 page 1090, through a parcel owned by Micheal Reighard (parcel # 880712300028); thence northwesterly with ridgeline through a parcel recorded in Book 2634 page 0230; thence northwesterly with ridgeline through Donald Tucker's parcel (parcel # 880712200002); now crossing Farm Road 54; thence continuing northwesterly through a parcel recorded in Book 2368

page 2225; thence northwesterly continuing to follow the ridge line of the Little Sac River through a parcel recorded in Book 2004 page 053813-04; thence northwesterly through a parcel recorded in Book 2543 page 0553; thence continuing northwesterly through a parcel recorded in Book 2543 page 0556; thence northwesterly into a parcel recorded in Book 2313 page 0172; now crossing State Highway Z; thence northwesterly into a parcel recorded in Book 2543 page 0547; thence turning north and northeasterly with the ridge line of Little Sac River into a parcel recorded in Book 2543 page 0547 (two parcels with same recording data); thence northeasterly with the ridge line through a parcel recorded in Book 2543 page 0544; now crossing Farm Road 42 and west of State Highway Z; thence northerly through a parcel recorded in Book 2767 page 0744; thence north through Ross Hill Cemetery a parcel recorded in Book page 0890; now crossing Farm Road 34; thence northeasterly with the drainage ridgeline of the Little Sac River through a parcel recorded in Book 1799 page 0836; thence northeast with the ridgeline to a point on the west rights-of-way of State Highway Z, said point is 460 feet south of the intersection of Farm Road 30 and the west rights-of-way of State Highway Z; thence northward with the west rights of State Highway Z; now crossing Farm Road 22, State Highway BB, and ending at the point of intersection of the west rights-of-way of State Highway Z and the Greene/Polk County line, said point is located in the northwest 1/4 of section 14, Township 31 North, Range 23 West and is the north easternmost point of a parcel recorded in Book 2239, page 2014.

