

**AN ORDINANCE GIVING THE MAYOR AUTHORITY TO ENTER INTO AN AGREEMENT FOR UTILITY TAP CONSIDERATION.**

**WHEREAS**, the city is constantly upgrading its utilities and,

**WHEREAS**, an easement is needed for a main line tie in

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

**AGREEMENT FOR UTILITY TAP CONSIDERATION**

This Agreement for Utility Tap Consideration (hereinafter referred to as the "Agreement") is made and entered into this \_\_\_\_ day of February, 2025, by and between:

The CITY OF WILLARD, MISSOURI, a municipal corporation (hereinafter referred to as "City"), and

MIKE RUESCH and ANGELA RUESCH, husband and wife (hereinafter collectively referred to as "Property Owners").

**WITNESSETH:**

**WHEREAS**, Property Owners are the owners of certain real property located in Willard, Missouri, more particularly described in Permanent Utility Easement attached hereto and incorporated herein by reference (the "Property"); and

**WHEREAS**, City desires to obtain a permanent utility easement (the "Easement") over a portion of the Property for the purpose of installing, operating, and maintaining a water transmission line; and

**WHEREAS**, Property Owners are willing to grant such Easement to City in exchange for certain consideration as set forth herein; and

**WHEREAS**, the parties desire to enter into this Agreement to set forth the terms and conditions of the consideration to be provided by City in exchange for the Easement;

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

**1. DEFINITIONS**

1.1. "Easement" means the permanent utility easement to be granted by Property Owners to City, as more particularly described in the separate Easement Agreement to be executed by the parties.

1.2. "Easement Agreement" means the separate Permanent Utility Easement Agreement to be executed by

the parties, which shall describe in detail the rights and obligations of the parties with respect to the Easement.

1.3. "Taps" means one (1) residential water service connection and two (2) residential sewer service connections to be provided by City to Property Owners.

## 2. CONSIDERATION

2.1. Utility Taps. In exchange for Property Owners' execution of the Easement Agreement, City agrees to provide Property Owners with the Taps, subject to the terms and conditions set forth in this Agreement.

2.2. Installation. The Taps shall be installed by City at its cost, upon Property Owners' request, subject to City's standard procedures and regulations for tap installations.

2.3. Timeline for Installation. Upon Property Owners' request for the installation of the Taps, City shall complete such installation within ninety (90) days, subject to City's standard procedures and regulations.

2.4. Time Limit for Requesting Taps. Property Owners must request the installation of the Taps within thirty-five (35) years from the date of this Agreement. Failure to request installation within this time frame will result in the forfeiture of the right to receive the Taps, and City's obligation to provide the Taps shall automatically expire.

2.5. Non-Transferability. The right to receive the Taps as consideration for the Easement shall not run with the land and shall not transfer to any subsequent owner of the Property. If Property Owners sell or otherwise transfer ownership of the Property before requesting installation of the Taps, Property Owners' right to receive such Taps shall terminate.

## 3. EASEMENT AGREEMENT

3.1. Separate Easement Agreement. The parties acknowledge that Property Owners will execute a separate Easement Agreement granting City the right to install, operate, and maintain a water transmission line on the Property. The Easement shall be approximately 950 feet in size and located as described in the Easement Agreement.

3.2. Contingency. This Agreement is contingent upon Property Owners' execution of the Easement Agreement. If Property Owners fail to execute the Easement Agreement, this Agreement shall be null and void.

3.3. No Merger. This Agreement and the Easement Agreement shall be construed as separate agreements. The execution of this Agreement does not merge it with the Easement Agreement.

## 4. RESPONSIBILITIES AND OBLIGATIONS

4.1. Maintenance. Once installed, City shall be responsible for maintaining the Taps up to the property line. Property Owners shall be responsible for maintenance of any connections or fixtures on their side of

the property line.

4.2. Operational Responsibilities. Property Owners shall comply with all City ordinances and regulations regarding the use and operation of water and sewer services.

4.3. City's Inability to Provide Taps. In the event that City is unable to provide the Taps as agreed due to unforeseen circumstances or regulatory restrictions, City shall provide Property Owners with alternative compensation of equivalent value, to be mutually agreed upon by the parties.

4.4. Regulatory Compliance. Both parties shall comply with all applicable federal, state, and local laws, ordinances, and regulations in connection with this Agreement and the use of the Taps. In the event of any change in applicable laws or regulations that materially affects the rights or obligations of either party under this Agreement, the parties agree to negotiate in good faith to amend this Agreement as necessary to comply with such changes while maintaining the original intent of the parties to the extent possible.

## 5. REPRESENTATIONS AND WARRANTIES

5.1. City represents and warrants that it has the authority to enter into this Agreement and to provide the Taps as consideration.

5.2. Property Owners represent and warrant that they are the sole owners of the Property and have the authority to enter into this Agreement and the Easement Agreement.

5.3. Each party represents and warrants that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

## 6. FUTURE PROPERTY DEVELOPMENT

6.1. Property Owners retain the right to develop or improve the Property, subject to applicable laws, regulations, and the terms of the Easement Agreement.

## 7. MISCELLANEOUS PROVISIONS

7.1. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.

7.2. Amendment. This Agreement may only be amended by a written instrument executed by both parties.

7.3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The choice of venue of any legal action shall be in the circuit court of Greene County Missouri.

7.4. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision

shall be struck, and the remaining provisions shall be enforced to the fullest extent permitted by law.

7.5. Notices. Any notice required under this Agreement shall be in writing and delivered to the other party by certified mail, return receipt requested, or by email with confirmation of receipt, to the addresses provided below:

If to City: Mayor 224 West Jackson Street Willard Missouri  
Email:

If to Property Owners:  
Email:

7.6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.7. Assignment. Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any attempted assignment in violation of this provision shall be null and void. Notwithstanding the foregoing, City may assign this Agreement to any successor entity responsible for operating the municipal water and sewer system, provided that such assignee agrees in writing to be bound by the terms and conditions of this Agreement.

7.8. No Waiver. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision thereafter.

7.9. Relationship of Parties. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. Neither party shall have any authority to bind the other party in any way except as expressly provided in this Agreement.

7.10. Survival. Any provisions of this Agreement that, by their nature, extend beyond the expiration or termination of this Agreement shall survive such expiration or termination and remain in effect until all obligations are satisfied.

IN WITNESS WHEREOF, the parties have executed this Agreement for Utility Tap Consideration as of the date first above written.

CITY OF WILLARD, MISSOURI

PROPERTY OWNERS:

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

\_\_\_\_\_

Name: Troy Smith

Mike Ruesch

Title: Mayor

\_\_\_\_\_ Angela Ruesch

STATE OF MISSOURI        )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared \_\_\_\_\_ (name and title of city official), to me personally known, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of the City of Willard, Missouri, and that said instrument was signed on behalf of said City by authority of its Board of Aldermen, and said \_\_\_\_\_ (name) acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF MISSOURI        )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared Mike Ruesch and Angela Ruesch, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

EXHIBIT A:  
Copy of the Permanent Utility Easement