



July 11, 2025

To: City Council and Sam Anselm, City Administrator

From: Shayne Eades, Utilities Director
Dustin Harrison, Building Official/Zoning Administrator

Re: Application For Utility Service Agreement

Executive Summary

This resolution proposes the approval of a rural services agreement between the City of West Plains and property owners Terry, Teresa, and Seth Johnson to provide city water, sewer, and electrical services to property located outside city limits. This agreement includes the reservation of a 20-foot utility easement for city use.

Request Overview

A formal agreement outlining the terms and conditions has been prepared for city council approval.

City Staff Review

The city staff have thoroughly reviewed the proposed utility extension and determined that services can be provided to the property.

- The proposed extension meets all current utility extension policies
- No significant issues were identified that would impede the approval of the request

Fiscal Impact

The fiscal impact to the city is minimal and includes the cost of extending utilities if applicable, which may be recouped through standard service fees. Long-term, the city may benefit from additional utility revenue and future annexation opportunities.

BILL NO. 2025-12

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF WEST PLAINS, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A UTILITY EXTENSION AGREEMENT BETWEEN TERRY, TERESA, AND SETH JOHNSON AND THE CITY OF WEST PLAINS FOR PROPERTY LOCATED AT 2613 COUNTY ROAD 2010.

WHEREAS, the owners are the owners of certain real property located in Howell County which is legally described as set forth on Exhibit A attached hereto and incorporated herein by this reference as though set forth in full; and,

WHEREAS, the owners' property is not currently within the city limits of the city; and,

WHEREAS, the owners' desire to connect to city water, sewer and electrical, upon certain terms and conditions in accord with this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST PLAINS, MISSOURI, AS FOLLOWS:

Section 1: The attached rural services agreement between Terry, Teresa, and Seth Johnson and the City of West Plains are approved.

Section 2: Upon approval of this resolution, the rural services agreement between Terry, Teresa, and Seth Johnson and the City of West Plains shall be executed by the mayor and attested by the city clerk.

Section 3: The property described in Exhibit A reserves a 20-foot utility easement for the city.

Section 4: This resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 20____.

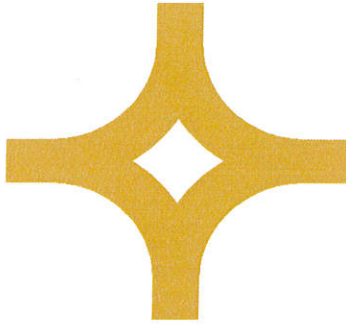
CITY OF WEST PLAINS, MISSOURI

(SEAL)

MAYOR MICHAEL TOPLIFF

Attest:

CITY CLERK KELLIE MAYERS



AGREEMENT FOR UTILITY EXTENSION

Grantor(s): City of West Plains

Grantee(s): Terry Teresa & Seth Johnson

Legal Description: SE 1/4 SE 1/4 S8, T24N, R8W

Additional legal on: Exhibit A

Assessor's Tax Parcel ID# 15-3.1-08-000-000-082.00

THIS AGREEMENT is entered into this 8th day of July, 2025, between the City of West Plains, Missouri hereinafter referred to as "the City" and Terry Teresa & Seth Johnson, hereinafter referred to as "the Owner".

WHEREAS, the Owner is the owner of certain real property located in Howell County which is legally described as set forth on Exhibit A attached hereto and incorporated herein by this reference as though set forth in full, and

WHEREAS, the Owner's property is not currently within the city limits of the City, and

WHEREAS, the Owner desires to connect to the City water, sewer, and electrical, upon certain terms and conditions in accord with this contract.

WHEREAS, the city will retain a utility easement for the sake of maintaining any and all utilities within the area described above.

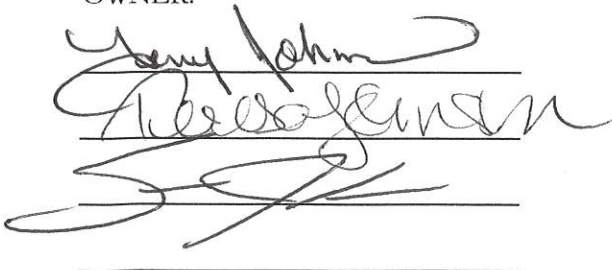
FOR AND IN CONSIDERATION of the mutual benefits and conditions hereinafter contained, the parties agree as follows:

1. Warranty of Title. The Owner warrants that they are the Owner of the property described on Exhibit A and are authorized to enter into this agreement.
2. Extension Authorized. The City hereby authorizes the Owner to extend service to the Owner's property as described in Exhibit A.
3. Costs. The Owner will pay all costs of designing, engineering, and constructing the utility extension. All construction shall be done to the City standards and or according to plans approved by the City's public works department and city engineer. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.
4. Permits – Easements. The Owner shall secure and obtain, at the Owner's sole cost and expense, any

necessary permits, easements and licenses to construct the extension, including but not limited to, all necessary easements, excavation permits, street use permits or other permits required by the City.

5. Turn Over of Capital Facilities. If the extension of utility service to the Owner's property involve the construction of water or sewer main lines, pump stations, wells and/or other City required capital facilities, the Owner agrees to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:
 - a. As-built plans or drawings in a form acceptable to the City Public Works Department and City Engineer;
 - b. Any necessary easements, permits or licenses for the continued operation, maintenance, repair
 - c. or reconstruction of such facilities by the City, in a form approved by the City Attorney;
 - d. A bond or other suitable surety in a form approved by the City Attorney and in an amount approved by the City Administrator, ensuring that the facilities will remain free from defects in workmanship and materials for a period of two (2) years.
6. Connection-Charges. The Owner agrees to pay the following charges, in addition to any costs of construction, as a condition of connecting to the City utility system:
 - a. A utility hook-up fee as established by ordinance in effect on the date hook-up is requested.
 - b. A new account fee established by ordinance in effect on the date of application for a new account.
 - c. The City reserves the right to impose an impact fee as approved by City Council.
7. Service-Charges. In addition to the charges for connection, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist, or they may be hereafter amended or modified.
8. Annexation. The Owner and or any successors understand that the property shall be annexed into the City at such time as it becomes contiguous to the city limits of West Plains. At such time, the property is annexed in to the city limits the building will have to be modified to meet all city codes.
9. Specific Conditions:
 - a. The City will be responsible for providing minimum water pressure and volume at the meter adequate for an approved fire suppression system and domestic water at the time of annexation.
10. Termination for Non Compliance. In the event the Owner fails to comply with any term or condition of this agreement, the City shall have the right to terminate utility service to the Owner's property in addition to any other remedies available to it. If the Owner and or successor should terminate utility services at any time, the City is under no further obligation to provide utilities services to the property through this contract.
11. Easement. That the property described in Exhibit A reserves to the City a 20-foot utility easement within the area which shall allow the City to construct, install, maintain and repair any utility including, but not limited to, sanitary sewers, storm sewers, drainage areas, and water lines.
12. Specific Enforcement. In addition to any other remedy provided by law or this agreement, the terms of this agreement may be specifically enforced by a court of competent jurisdiction.

OWNER:



(CITY SEAL)

Attest:

Kellie Mayers, CITY CLERK

CITY OF WEST PLAINS, MISSOURI

BY: _____
Michael Topliff, MAYOR

ACKNOWLEDGMENT

STATE OF MISSOURI)

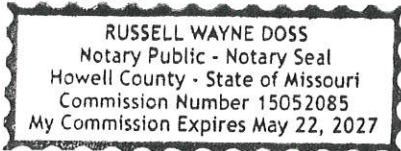
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COUNTY OF HOWELL)

Terry Johnson, Teresa Johnson,

On this 7th day of July, 2025, before me personally appeared & Seth Johnson known to me to be the persons who executed the within Agreement and acknowledged to me they executed the same for the purposes therein stated.

SEAL



Russell Wayne Doss

Notary Public

My Commission Expires:

May 22, 2027

ACKNOWLEDGMENT

STATE OF MISSOURI)

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COUNTY OF HOWELL)

On this _____ day of _____, 20____, before me personally appeared Michael Topliff, Mayor, and Kellie Mayers, City Clerk, known to me to be the persons who executed the within agreement on behalf of the City of West Plains, and acknowledged to me they executed the same for the purposes therein stated.

SEAL

Notary Public

My Commission Expires:

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY


Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Brill Title Company
Issuing Office: 204 West Main Street, Suite 1, West Plains, MO 65775
Issuing Office's ALTA® Registry ID: 1075023
Loan ID No.:
Commitment No.: 9060
Issuing Office File No.: 9060
Property Address: 2613 County Road 2010, West Plains, MO 65775
Revision No.:

1. **Commitment Date:** June 10, 2025 at 08:00 AM
2. **Policy to be issued:** **Proposed Amount of Insurance**
 - a. ALTA 2021 Owner Policy
Proposed Insured: Terry Johnson and Teresa Johnson and Seth Johnson
3. **The estate or interest in the Land at the Commitment Date is:**
Fee Simple
4. **The Title is, at the Commitment Date, vested in:**
Regina R. Northcutt
5. **The Land is described as follows:**

The SE1/4 of the SE1/4 of Section 8, Township 24 North, Range 8 West, in Howell County, Missouri.

STEWART TITLE GUARANTY COMPANY

By: 
Sheri Davidson, Authorized Countersignature

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 9060

010-UN ALTA Commitment for Title Insurance Without Arbitration Schedule A (07-01-2021)

AMERICAN
LAND TITLE
ASSOCIATION



(9060.PFD/9060/6)

Instr #: 2025R2310

Type: WD
Pages: 2
Fee: \$27.00 \$ 20250002044

BRILL TITLE COMPANY



WARRANTY DEED

THIS INDENTURE, Made on the 5th day of June Two Thousand Twenty-five,
by and between,

Regina R. Northcutt and John D. Northcutt, wife and husband,
of the County of Marion, State of Missouri, GRANTORS, and

**Terry Johnson and Teresa Johnson, husband and wife, and
Seth Johnson,**
of P. O. Box 556, West Plains, Missouri 65775 GRANTEES,

WITNESSETH, That the said GRANTORS, in consideration of the sum of Ten Dollars and Other Valuable Consideration, to them paid by the said GRANTEES, the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN and SELL, CONVEY and CONFIRM, unto the said GRANTEES, **as joint tenants with rights of survivorship and not as tenants in common and not as tenants by the entirety between Terry R. Johnson and Teresa Johnson**, their heirs and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Howell and State of Missouri, to-wit:

The SE ¼ of the SE ¼ of Section 8, Township 24 North, Range 8 West.

Subject to easements and restrictions of record.

TO HAVE AND TO HOLD the premises aforesaid with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto the said GRANTEES, **as joint tenants with rights of survivorship and not as tenants in common and not as tenants by the entirety between Terry R. Johnson and Teresa Johnson**, and unto their heirs and assigns forever; the said GRANTORS hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim, and that they will warrant and defend the title to the said premises unto the said GRANTEES, **as joint tenants with rights of survivorship and not as tenants in common and not as tenants by the entirety between Terry R. Johnson and Teresa Johnson**, and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.



The red star is the approximate location of the desired water meter via the rural service agreement. The green line is the approximate location of the existing water line near the property on the east side of CR 2010.