

# **CITY OF WILLARD, MISSOURI**

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



## **MEETING AGENDA AND PACKET**

### **BOARD OF ALDERMEN**

**Regular Meeting**

**January 14, 2019**

**7:00 p.m.**

**Willard City Hall**

**224 W. Jackson Street**

#### **Mayor**

**Corey Hendrickson**

#### **Board Members**

**Brandon Bond**

**Donna Stewart**

**Sam Baird – Mayor Pro-Tem**

**Samuel Snider**

**Larry Whitman**

**Jon Jones**

**CITY OF WILLARD  
BOARD OF ALDERMEN  
REGULAR MEETING**

**January 14, 2019**

**7:00 P.M.**

Posted January 9, 2019.

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at **7:00 p.m.** January 14, 2019 at Willard City Hall, 224 W. Jackson, Willard, Missouri.

The tentative agenda of this meeting includes:

PLEDGE OF ALLEGIANCE

Call the meeting to order

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

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

- a. Minutes from regular meeting December 20, 2018.
  - b. Outstanding Invoices, draft and Check Paid Invoices for December 2018/January 2019.
  - c. Department Head Reports.
  - d. General Code Statute updates.
- 4. Citizen Input.**
  - 5. Ordinance accepting agreement with Federal Protection for Security at the REC Center. (1<sup>st</sup> & 2<sup>nd</sup> Read) Discussion/Vote.**
  - 6. Discussion/Vote to accept the bid for bounce houses for the Parks Department.**
  - 7. Ordinance accepting the contract with Summit for a Folder Inserter Machine. (1<sup>st</sup> Read) Discussion/Vote.**
  - 8. Discussion/Vote to accept bids for Flow Equalization Basin at "B" Lift Station.**
  - 9. Ordinance accepting agreement with Cunningham Inc. for Water Tower Cleaning & Inspection Program. (1<sup>st</sup> & 2<sup>nd</sup> Read) Discussion/Vote.**

- 10. Ordinance amending Chapter 710 Sewer Use and Sewer Rates. (1<sup>st</sup> & 2<sup>nd</sup> Read) Discussion/Vote.**
- 11. New Business.**
- 12. Unfinished Business.**
- 13. Recess Open Session.**
- 14. Open Executive Session.**
- 15. Close Executive Session.**
- 16. Adjourn Meeting.**

THE TENTATIVE AGENDA OF THIS MEETING INCLUDES A VOTE TO CLOSE PART OF THE MEETING PURSUANT TO RSMO SECTIONS 610.021 # (3) PERSONNEL and # (13) PERSONNEL.

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

Jennifer Rowe  
City Clerk

# CITY OF WILLARD, MISSOURI

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



## AGENDA ITEM # 3

### CONSENT AGENDA

- a. Minutes from regular meeting December 20, 2018.
- b. Outstanding Invoices, draft and Check Paid Invoices for December 2018/January 2019.
- c. Department Head Reports.
- d. General Code Statute updates.

**CITY OF WILLARD  
BOARD OF ALDERMEN  
REGULAR MEETING  
December 20, 2018  
6:30 p.m.**

Staff present: City Administrator, Brad Gray; City Clerk, Jennifer Rowe; and Finance Director, Carolyn Halverson.

The City Attorney Ken Reynolds was not present.

Citizens in attendance: Mindy Latham.

**Pledge of Allegiance.**

The Pledge of Allegiance was led by Mayor Hendrickson.

**Call to Order.**

Mayor Hendrickson called the meeting to order at 6:30 p.m.

**Roll Call.**

The City Clerk conducted the roll call. Alderman Bond -present, Alderman Snider---, Alderman Stewart-present, Alderman Whitman-present, Alderman Baird-present, Alderman Jones-present and Mayor Hendrickson- present. Student Representative Bradley Cooper also present.

**Agenda Amendments/Agenda Approval.**

City Administrator Brad Gray requested the addition of an Ordinance for the Land O'Frost contract as the new number five (5), a Resolution to change the salary grade of the Court Clerk and a Discussion/Vote on the Comprehensive Planning Meetings both before New Business. Motion was made by Alderman Baird and seconded by Alderman Whitman to approve the Agenda with changes. Motion carried with a vote of 5-0. Voting aye: Aldermen Bond, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

**Approve the Minutes of the Regular Meeting on December 10, 2018.**

Motion was made by Alderman Bond and seconded by Alderman Stewart to approve the Minutes from the regular meeting on December 10, 2018. Motion carried with a vote of 4-0. Voting aye: Aldermen Bond, Stewart, Whitman and Baird. Alderman Jones abstained. Student Representative Bradley Cooper also voted aye.

**Citizen Input.**

None.

**Ordinance to approve the contract with Land O'Frost for the Sports Sponsorship. (1<sup>st</sup> & 2<sup>nd</sup> Read)  
Discussion/Vote.**

City Clerk Jen Rowe stated this was the yearly Sponsorship Ordinance with Land O'Frost who presents a check to the Parks Department to be the official sponsor for the year 2019. Ms. Rowe stated there were no changes from previous years other than the date.

The first read was conducted by the City Clerk.

Motion was made by Alderman Stewart and seconded by Alderman Bond to approve the contract with Land O'Frost for the Sports Sponsorship. Motion carried with a vote of 5-0. Voting aye: Aldermen Bond, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

The second read was conducted by the City Clerk.

Motion was made by Alderman Stewart and seconded by Alderman Whitman to approve the contract with Land O'Frost for the Sports Sponsorship. Motion carried with a vote of 5-0. Voting aye: Aldermen Bond, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

### **Financial Report.**

The City Administrator presented the financial report to the Board.

- a) Mayor Hendrickson accepted the Financial Statements as presented.
- b) Motion was made by Alderman Baird and seconded by Alderman Jones to approve Outstanding Invoices. Motion carried with a vote of 5-0. Voting aye: Aldermen Bond, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.
- c) Motion was made by Alderman Stewart and seconded by Alderman Whitman to approve the Adjustment Reports. Motion carried with a vote of 5-0. Voting aye: Aldermen Bond, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

### **Ordinance to accept LLEBG Grant. (1st & 2nd Read) Discussion/Vote.**

Ms. Rowe stated this was Ordinance was to allow the Mayor to sign the grant paperwork, accepting the funding for law enforcement technology. Mayor Hendrickson stated this was the grant discussed in previous meetings for Mobile Data Terminals.

The first read was conducted by the City Clerk.

Motion was made by Alderman Bond and seconded by Alderman Stewart to accept the LLEBG Grant funding for mobile data terminals. Motion carried with a vote of 5-0. Voting aye: Aldermen Bond, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

The second read was conducted by the City Clerk.

Motion was made by Alderman Jones and seconded by Alderman Stewart to accept the LLEBG Grant funding for mobile data terminals. Motion carried with a vote of 5-0. Voting aye: Aldermen Bond, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

### **Ordinance to accept the contract with Raymond Hopper for inspections. (1st & 2nd Read) Discussion/Vote.**

Mr. Gray discussed the current contracts in place. Discussion was made on funds used in 2018 and 2017 for inspections.

The first read was conducted by the City Clerk.

Motion was made by Alderman Whitman and seconded by Alderman Baird to accept the contract with Raymond Hopper for inspections. Motion carried with a vote of 5-0. Voting aye: Aldermen Bond, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

The second read was conducted by the City Clerk.

Motion was made by Alderman Baird and seconded by Alderman Bond to accept the contract with Raymond Hopper for inspections. Motion carried with a vote of 5-0. Voting aye: Aldermen Bond, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

### **Ordinance amending Section 110.090 Order of Business. (1st & 2nd Read) Discussion/Vote.**

Mayor Hendrickson stated this Ordinance would add the use of a Consent Agenda, to help streamline meetings going into 2019.

The first read was conducted by the City Clerk.

Motion was made by Alderman Bond and seconded by Alderman Jones to amend Section 110.090 Order of Business. Motion carried with a vote of 5-0. Voting aye: Aldermen Bond, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

The second read was conducted by the City Clerk.

Motion was made by Alderman Stewart and seconded by Alderman Bond to amend Section 110.090 Order of Business. Motion carried with a vote of 5-0. Voting aye: Aldermen Bond, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

### **Ordinance accepting the Transportation Alternatives Fund Program (TAP) Funding for the Construction of a sidewalk along Hunt Road known as project TAP-5944 (804). (1st & 2nd Read) Discussion/Vote.**

Mr. Gray informed the Board that this was the grant discussed in previous meetings. This Ordinance would just allow the Mayor to sign the agreement accepting the funds.

The first read was conducted by the City Clerk.

Motion was made by Alderman Whitman and seconded by Alderman Baird to accept the Transportation Alternatives Fund Program (TAP) Funding for the Construction of a sidewalk along Hunt Road known as project TAP-5944 (804). Motion carried with a vote of 5-0. Voting aye: Aldermen Bond, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

The second read was conducted by the City Clerk.

Motion was made by Alderman Jones and seconded by Alderman Bond to accept the Transportation Alternatives Fund Program (TAP) Funding for the Construction of a sidewalk along Hunt Road known as project TAP-5944 (804). Motion carried with a vote of 5-0. Voting aye: Aldermen Bond, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

**Public Hearing to approve text amendments to the Land Development Regulations.**

Mayor Hendrickson opened the public hearing on the proposed text amendments to the Land Development Regulations at 6:59 p.m. No citizens wished to speak, so Mayor Hendrickson closed the public hearing at 7:00 p.m.

**Ordinance approving amendments to Sections 400.470, 400.480 and 400.500 of the Municipal Code of the City of Willard, pertaining to Land Development Regulations. (1<sup>st</sup> & 2<sup>nd</sup> Read) Discussion/Vote.**

Mr. Gray discussed the changes being proposed. Discussion was made on conditional use rules and permitted uses. Discussion was also made on grandfathering previously approved applications for mini storage. Discussion was then made on Comprehensive Planning and timeline of development.

The first read was conducted by the City Clerk.

Motion was made by Alderman Whitman and seconded by Alderman Jones to accept the amendments to Sections 400.470, 400.480 and 400.500 of the Municipal Code of the City of Willard, pertaining to Land Development Regulations. Motion carried with a vote of 4-1. Voting aye: Aldermen Bond, Stewart, Whitman and Jones. Voting nay: Alderman Baird. Student Representative Bradley Cooper also voted aye.

The second read was conducted by the City Clerk.

Motion was made by Alderman Whitman and seconded by Alderman Jones to accept the amendments to Sections 400.470, 400.480 and 400.500 of the Municipal Code of the City of Willard, pertaining to Land Development Regulations. Motion carried with a vote of 5-0. Voting aye: Aldermen Bond, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

**Discussion/Vote to accept the bid for the Folder inserter machine.**

Finance Director Carolyn Halverson discussed the bids received. Discussion was made on the current machine and the previous contract.

Motion was made by Alderman Stewart and seconded by Alderman Baird to accept the bid from Summit for the Folder inserter machine. Motion carried with a vote of 5-0. Voting aye: Aldermen Bond, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

**Resolution to amend the salary grade for the Court Clerk job description.**

Mr. Gray discussed the position with the Board and stated that the new salary change would be in line with other cities and job responsibility. Motion was made by Alderman Bond and seconded by Alderman Stewart to accept the resolution to amend the salary grade for the Court Clerk job description from a Grade 21 to a Grade 15. Motion carried with a vote of 5-0. Voting aye: Alderman Bond, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

**Discussion/Vote to approve the Comprehensive Planning Committee.**

Mr. Gray discussed the twelve (12) members he would like to have on the Comprehensive Planning Committee. Motion was made by Alderman Baird and seconded by Alderman Stewart to approve the Comprehensive Planning Committee members. Motion carried with a vote of 5-0. Voting aye: Aldermen Bond, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

**New Business.**

None.

**Unfinished Business.**

None.

**Adjourn.**

Motion was made by Alderman Baird and seconded by Alderman Bond to Adjourn. Motion carried with a vote of 5-0. Voting aye: Aldermen Bond, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

**The meeting was adjourned at 7:25 p.m.**

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Jennifer Rowe, City Clerk

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Corey Hendrickson, Mayor of Willard

**CITY OF WILLARD  
BOARD OF ALDERMEN**



**AGENDA ITEM #3(b)  
FINANCE DEPARTMENT**

**ACTION REQUIRED: APPROVAL REQUESTED**

- **Outstanding Invoices - December 2018 & January 2019**



# Pending Expense Approval Report - 1

By Vendor Name

Post Dates 12/24/2018 - 01/08/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: SCO150 - AMERICAN WELDING &amp; GAS INC</b>					
<b>Vendor: SCO150 - AMERICAN WELDING &amp; GAS INC</b>					
AMERICAN WELDING & GAS I	06033857	12/31/2018	CYLINDER RENTAL - W/S	20-600-55850	14.34
AMERICAN WELDING & GAS I	06033857	12/31/2018	CYLINDER RENTAL - W/S	20-700-55850	14.34
<b>Vendor SCO150 - AMERICAN WELDING &amp; GAS INC Total:</b>					<b>28.68</b>
<b>Vendor SCO150 - AMERICAN WELDING &amp; GAS INC Total:</b>					<b>28.68</b>
<b>Vendor: BID100 - BILLIE DECKARD</b>					
<b>Vendor: BID100 - BILLIE DECKARD</b>					
BILLIE DECKARD	2253734/6241875292925B	01/08/2019	UNIFORM ALLOWANCE	10-200-92500	54.75
			REIMBURSEMENT - LAW		
<b>Vendor BID100 - BILLIE DECKARD Total:</b>					<b>54.75</b>
<b>Vendor BID100 - BILLIE DECKARD Total:</b>					<b>54.75</b>
<b>Vendor: CDW100 - CDW GOVERNMENT</b>					
<b>Vendor: CDW100 - CDW GOVERNMENT</b>					
CDW GOVERNMENT	KHXB306	01/08/2019	MICROSOFT SUBSCRIPTION	10-100-57400	846.87
			LICENSE - ALL DEPTS		
CDW GOVERNMENT	KHXB306	01/08/2019	MICROSOFT SUBSCRIPTION	10-200-57400	1,016.26
			LICENSE - ALL DEPTS		
CDW GOVERNMENT	KHXB306	01/08/2019	MICROSOFT SUBSCRIPTION	10-250-57400	169.38
			LICENSE - ALL DEPTS		
CDW GOVERNMENT	KHXB306	01/08/2019	MICROSOFT SUBSCRIPTION	10-400-57400	338.74
			LICENSE - ALL DEPTS		
CDW GOVERNMENT	KHXB306	01/08/2019	MICROSOFT SUBSCRIPTION	20-600-57400	423.44
			LICENSE - ALL DEPTS		
CDW GOVERNMENT	KHXB306	01/08/2019	MICROSOFT SUBSCRIPTION	20-700-57400	423.44
			LICENSE - ALL DEPTS		
CDW GOVERNMENT	KHXB306	01/08/2019	MICROSOFT SUBSCRIPTION	30-800-57400	846.87
			LICENSE - ALL DEPTS		
<b>Vendor CDW100 - CDW GOVERNMENT Total:</b>					<b>4,065.00</b>
<b>Vendor CDW100 - CDW GOVERNMENT Total:</b>					<b>4,065.00</b>
<b>Vendor: CJW100 - CJW TRANSPORTATION CONSULTANTS, LLC</b>					
<b>Vendor: CJW100 - CJW TRANSPORTATION CONSULTANTS, LLC</b>					
CJW TRANSPORTATION CONS	18117-4	12/31/2018	ENGINEERING SERVICES -	20-700-56400	1,643.00
			SEWER		
<b>Vendor CJW100 - CJW TRANSPORTATION CONSULTANTS, LLC Total:</b>					<b>1,643.00</b>
<b>Vendor CJW100 - CJW TRANSPORTATION CONSULTANTS, LLC Total:</b>					<b>1,643.00</b>
<b>Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES</b>					
<b>Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES</b>					
COMMERCE CREDIT CARD SE	1042000314	12/31/2018	WALMART PLANNERS - PW	20-700-50130	12.68
COMMERCE CREDIT CARD SE	1066005112	01/08/2019	STAMPS.COM STAMP ROLLS -	10-100-50750	52.95
			GEN		
COMMERCE CREDIT CARD SE	6963420	01/08/2019	AMAZON FOLDERS, BINDERS,	10-100-50700	86.74
			TABS, LYSOL WIPES-GEN/W/S		
COMMERCE CREDIT CARD SE	6963420	01/08/2019	AMAZON FOLDERS, BINDERS,	20-600-50130	5.52
			TABS, LYSOL WIPES-GEN/W/S		
COMMERCE CREDIT CARD SE	6963420	01/08/2019	AMAZON FOLDERS, BINDERS,	20-700-50130	5.51
			TABS, LYSOL WIPES-GEN/W/S		
COMMERCE CREDIT CARD SE	8163444	01/08/2019	AMAZON 1099 & W-2 FORMS	10-100-50700	118.95
			- GEN		
COMMERCE CREDIT CARD SE	MC07037285	12/31/2018	MAILCHIMP ADVERTISING -	30-800-55200	40.00
			PKS		
<b>Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:</b>					<b>322.35</b>
<b>Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:</b>					<b>322.35</b>

Pending Expense Approval Report - 1

Post Dates: 12/24/2018 - 01/08/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
<b>Vendor: CON165 - CONCO QUARRIES, INC</b>						
<b>Vendor: CON165 - CONCO QUARRIES, INC</b>						
CONCO QUARRIES, INC	460877	01/08/2019	AG SAND - SEWER	20-700-50130	26.79	
					<b>Vendor CON165 - CONCO QUARRIES, INC Total:</b>	<b>26.79</b>
					<b>Vendor CON165 - CONCO QUARRIES, INC Total:</b>	<b>26.79</b>
<b>Vendor: BKM225 - DAVID BLAKEMORE</b>						
<b>Vendor: BKM225 - DAVID BLAKEMORE</b>						
DAVID BLAKEMORE	3820502667	01/08/2019	CELL PHONE REIMBURSEMENT - PW	20-600-61000	25.00	
DAVID BLAKEMORE	3820502667	01/08/2019	CELL PHONE REIMBURSEMENT - PW	20-700-61000	25.00	
					<b>Vendor BKM225 - DAVID BLAKEMORE Total:</b>	<b>50.00</b>
					<b>Vendor BKM225 - DAVID BLAKEMORE Total:</b>	<b>50.00</b>
<b>Vendor: HAR160 - HARRY COOPER SUPPLY COMPANY</b>						
<b>Vendor: HAR160 - HARRY COOPER SUPPLY COMPANY</b>						
HARRY COOPER SUPPLY COM	S4306034.001	12/31/2018	WATER & SEWER REPAIR FITTINGS - PW	20-600-50130	273.10	
HARRY COOPER SUPPLY COM	S4306034.001	12/31/2018	WATER & SEWER REPAIR FITTINGS - PW	20-700-50130	67.41	
HARRY COOPER SUPPLY COM	S4306034.002	12/31/2018	3" COMPRESSION COUPLERS - SEWER	20-700-50130	44.94	
					<b>Vendor HAR160 - HARRY COOPER SUPPLY COMPANY Total:</b>	<b>385.45</b>
					<b>Vendor HAR160 - HARRY COOPER SUPPLY COMPANY Total:</b>	<b>385.45</b>
<b>Vendor: IND100 - INDEPENDENT ELECTRIC</b>						
<b>Vendor: IND100 - INDEPENDENT ELECTRIC</b>						
INDEPENDENT ELECTRIC	SP-RSRI2957	12/31/2018	REGIONAL PUMP REPAIRS - SEWER	20-700-51000	1,300.00	
INDEPENDENT ELECTRIC	SP-RSRI2957	12/31/2018	REGIONAL PUMP REPAIRS - SEWER	20-700-52000	460.55	
INDEPENDENT ELECTRIC	SP-RSR12956	12/31/2018	D LIFT STATION PUMP REPAIRS - SEWER	20-700-51000	3,636.41	
					<b>Vendor IND100 - INDEPENDENT ELECTRIC Total:</b>	<b>5,396.96</b>
					<b>Vendor IND100 - INDEPENDENT ELECTRIC Total:</b>	<b>5,396.96</b>
<b>Vendor: JHA100 - JAMESON HEATING &amp; AIR</b>						
<b>Vendor: JHA100 - JAMESON HEATING &amp; AIR</b>						
JAMESON HEATING & AIR	2102	12/31/2018	REC CENTER HVAC REPAIRS & PARTS-PKS	30-800-50500	210.00	
					<b>Vendor JHA100 - JAMESON HEATING &amp; AIR Total:</b>	<b>210.00</b>
					<b>Vendor JHA100 - JAMESON HEATING &amp; AIR Total:</b>	<b>210.00</b>
<b>Vendor: JCI200 - JCI</b>						
<b>Vendor: JCI200 - JCI</b>						
JCI	8169792	12/31/2018	D LIFT STATION CHECK VALVE PARTS - SEWER	20-700-51000	152.24	
					<b>Vendor JCI200 - JCI Total:</b>	<b>152.24</b>
					<b>Vendor JCI200 - JCI Total:</b>	<b>152.24</b>
<b>Vendor: LOK155 - LAW OFFICES OF KRISTOFFER BAREFIELD LLC</b>						
<b>Vendor: LOK155 - LAW OFFICES OF KRISTOFFER BAREFIELD LLC</b>						
LAW OFFICES OF KRISTOFFER	04035	01/08/2019	MUNICIPAL JUDGE FEES - COURT	10-250-56400	1,233.68	
					<b>Vendor LOK155 - LAW OFFICES OF KRISTOFFER BAREFIELD LLC Total:</b>	<b>1,233.68</b>
					<b>Vendor LOK155 - LAW OFFICES OF KRISTOFFER BAREFIELD LLC Total:</b>	<b>1,233.68</b>
<b>Vendor: MED230 - MEDIACOM</b>						
<b>Vendor: MED230 - MEDIACOM</b>						
MEDIACOM	122018	12/31/2018	POOL INTERNET SERVICE (OFF SEASON) - PKS	30-800-61050	10.78	
MEDIACOM	122818	12/31/2018	INTERNET SERVICE - W/S	20-600-61050	38.45	

Pending Expense Approval Report - 1

Post Dates: 12/24/2018 - 01/08/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MEDIACOM	122818	12/31/2018	INTERNET SERVICE - W/S	20-700-61050	38.45
<b>Vendor MED230 - MEDIACOM Total:</b>					<b>87.68</b>
<b>Vendor MED230 - MEDIACOM Total:</b>					<b>87.68</b>
<b>Vendor: MPI150 - MELTON PROPANE, INC.</b>					
<b>Vendor: MPI150 - MELTON PROPANE, INC.</b>					
MELTON PROPANE, INC.	23981	12/31/2018	PROPANE GAS - LAW	10-200-62100	331.80
MELTON PROPANE, INC.	24026	12/31/2018	MAINTENANCE BUILDING	10-300-62100	99.44
MELTON PROPANE, INC.	24026	12/31/2018	PROPANE GAS - PW	20-600-62100	198.88
MELTON PROPANE, INC.	24026	12/31/2018	MAINTENANCE BUILDING	20-700-62100	198.88
MELTON PROPANE, INC.	24026	12/31/2018	PROPANE GAS - PW		
<b>Vendor MPI150 - MELTON PROPANE, INC. Total:</b>					<b>829.00</b>
<b>Vendor MPI150 - MELTON PROPANE, INC. Total:</b>					<b>829.00</b>
<b>Vendor: MOC450 - MID-STATES ORGANIZED CRIME</b>					
<b>Vendor: MOC450 - MID-STATES ORGANIZED CRIME</b>					
MID-STATES ORGANIZED CRI	53006-1102	01/08/2019	2019 ANNUAL MEMBERSHIP FEES - LAW	10-200-55800	100.00
<b>Vendor MOC450 - MID-STATES ORGANIZED CRIME Total:</b>					<b>100.00</b>
<b>Vendor MOC450 - MID-STATES ORGANIZED CRIME Total:</b>					<b>100.00</b>
<b>Vendor: MID200 - MIDWEST FIBRE SALES CORP</b>					
<b>Vendor: MID200 - MIDWEST FIBRE SALES CORP</b>					
MIDWEST FIBRE SALES CORP	91106411	01/08/2019	RECYCLING CENTER EXPENSE - PW	20-700-56600	75.00
<b>Vendor MID200 - MIDWEST FIBRE SALES CORP Total:</b>					<b>75.00</b>
<b>Vendor MID200 - MIDWEST FIBRE SALES CORP Total:</b>					<b>75.00</b>
<b>Vendor: MCL100 - MISSION COMMUNICATIONS LLC</b>					
<b>Vendor: MCL100 - MISSION COMMUNICATIONS LLC</b>					
MISSION COMMUNICATIONS	1025504	01/08/2019	ANNUAL SERVICE RENEWAL - W/S	20-600-56400	2,253.60
MISSION COMMUNICATIONS	1025504	01/08/2019	ANNUAL SERVICE RENEWAL - W/S	20-700-56400	1,605.60
<b>Vendor MCL100 - MISSION COMMUNICATIONS LLC Total:</b>					<b>3,859.20</b>
<b>Vendor MCL100 - MISSION COMMUNICATIONS LLC Total:</b>					<b>3,859.20</b>
<b>Vendor: MEM100 - MISSOURI EMPLOYERS MUTUAL</b>					
<b>Vendor: MEM100 - MISSOURI EMPLOYERS MUTUAL</b>					
MISSOURI EMPLOYERS MUTU	300000285	01/08/2019	WORKMAN'S COMP INSURANCE - ALL DEPTS	10-16000	4,020.20
MISSOURI EMPLOYERS MUTU	300000285	01/08/2019	WORKMAN'S COMP INSURANCE - ALL DEPTS	20-16000	2,488.94
MISSOURI EMPLOYERS MUTU	300000285	01/08/2019	WORKMAN'S COMP INSURANCE - ALL DEPTS	30-16000	1,913.66
<b>Vendor MEM100 - MISSOURI EMPLOYERS MUTUAL Total:</b>					<b>8,422.80</b>
<b>Vendor MEM100 - MISSOURI EMPLOYERS MUTUAL Total:</b>					<b>8,422.80</b>
<b>Vendor: MIS380 - MISSOURI MUNICIPAL LEAGUE</b>					
<b>Vendor: MIS380 - MISSOURI MUNICIPAL LEAGUE</b>					
MISSOURI MUNICIPAL LEAGU	300009895	01/08/2019	2019 DUES - GEN	10-100-55800	928.80
MISSOURI MUNICIPAL LEAGU	200015789	01/08/2019	S SNIDER LEGISLATIVE CONFERENCE FEES - GEN	10-100-56940	135.00
<b>Vendor MIS380 - MISSOURI MUNICIPAL LEAGUE Total:</b>					<b>1,063.80</b>
<b>Vendor MIS380 - MISSOURI MUNICIPAL LEAGUE Total:</b>					<b>1,063.80</b>

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: MPR200 - MISSOURI PARKS &amp; RECREATION ASSOCIATION</b>					
<b>Vendor: MPR200 - MISSOURI PARKS &amp; RECREATION ASSOCIATION</b>					
MISSOURI PARKS & RECREATI	176	01/08/2019	MPRA MEMBERSHIP RENEWAL - PKS	30-800-55800	650.00
<b>Vendor MPR200 - MISSOURI PARKS &amp; RECREATION ASSOCIATION Total:</b>					<b>650.00</b>
<b>Vendor MPR200 - MISSOURI PARKS &amp; RECREATION ASSOCIATION Total:</b>					<b>650.00</b>
<b>Vendor: MIS440 - MISSOURI RURAL WATER ASSOC</b>					
<b>Vendor: MIS440 - MISSOURI RURAL WATER ASSOC</b>					
MISSOURI RURAL WATER ASS	010119	01/08/2019	2019 LEGISLATIVE ASSESSMENT - WATER	20-600-55800	675.00
<b>Vendor MIS440 - MISSOURI RURAL WATER ASSOC Total:</b>					<b>675.00</b>
<b>Vendor MIS440 - MISSOURI RURAL WATER ASSOC Total:</b>					<b>675.00</b>
<b>Vendor: NITEL - NITEL, INC</b>					
<b>Vendor: NITEL - NITEL, INC</b>					
NITEL, INC	253285	01/08/2019	INTERNET SERVICE - ALL DEPT	10-100-61050	335.79
NITEL, INC	253285	01/08/2019	INTERNET SERVICE - ALL DEPT	10-200-61050	335.79
NITEL, INC	253285	01/08/2019	INTERNET SERVICE - ALL DEPT	10-250-61050	239.66
NITEL, INC	253285	01/08/2019	INTERNET SERVICE - ALL DEPT	10-300-61050	247.70
NITEL, INC	253285	01/08/2019	INTERNET SERVICE - ALL DEPT	10-400-61050	239.66
NITEL, INC	253285	01/08/2019	INTERNET SERVICE - ALL DEPT	20-600-61050	367.65
NITEL, INC	253285	01/08/2019	INTERNET SERVICE - ALL DEPT	20-700-61050	367.65
NITEL, INC	253285	01/08/2019	INTERNET SERVICE - ALL DEPT	30-800-61050	375.68
<b>Vendor NITEL - NITEL, INC Total:</b>					<b>2,509.58</b>
<b>Vendor NITEL - NITEL, INC Total:</b>					<b>2,509.58</b>
<b>Vendor: OIS160 - ONLINE INFORMATION SERVICES</b>					
<b>Vendor: OIS160 - ONLINE INFORMATION SERVICES</b>					
ONLINE INFORMATION SERVI	904130	01/08/2019	UTILITY EXCHANGE REPORT - W/S	20-600-56400	27.00
ONLINE INFORMATION SERVI	904130	01/08/2019	UTILITY EXCHANGE REPORT - W/S	20-700-56400	27.00
<b>Vendor OIS160 - ONLINE INFORMATION SERVICES Total:</b>					<b>54.00</b>
<b>Vendor OIS160 - ONLINE INFORMATION SERVICES Total:</b>					<b>54.00</b>
<b>Vendor: ORE145 - O'REILLY AUTOMOTIVE, INC</b>					
<b>Vendor: ORE145 - O'REILLY AUTOMOTIVE, INC</b>					
O'REILLY AUTOMOTIVE, INC	2367-208347	12/31/2018	TRUCK #2 LIGHT BULB - PW	10-300-71000	6.67
O'REILLY AUTOMOTIVE, INC	2367-209212	12/31/2018	TRUCK #1 BRAKE PADS - PW	20-600-71000	38.32
O'REILLY AUTOMOTIVE, INC	2367-209250	12/31/2018	SILICONE SEALANT FOR REGIONAL - SEWER	20-700-50130	27.98
O'REILLY AUTOMOTIVE, INC	2367-209904	12/31/2018	TRAILER LIGHT ADAPTER - STS	10-300-52000	21.99
<b>Vendor ORE145 - O'REILLY AUTOMOTIVE, INC Total:</b>					<b>94.96</b>
<b>Vendor ORE145 - O'REILLY AUTOMOTIVE, INC Total:</b>					<b>94.96</b>
<b>Vendor: OZA280 - OZARK GREENWAYS, INC</b>					
<b>Vendor: OZA280 - OZARK GREENWAYS, INC</b>					
OZARK GREENWAYS, INC	JAN2019	01/08/2019	JANUARY RENT - W/S	20-600-57300	500.00
<b>Vendor OZA280 - OZARK GREENWAYS, INC Total:</b>					<b>500.00</b>
<b>Vendor OZA280 - OZARK GREENWAYS, INC Total:</b>					<b>500.00</b>
<b>Vendor: OCA100 - OZARKS CERTIFIED ARBORIST, LLC</b>					
<b>Vendor: OCA100 - OZARKS CERTIFIED ARBORIST, LLC</b>					
OZARKS CERTIFIED ARBORIST,	121618	12/31/2018	TREE FELLING SERVICE - STS	10-300-95100	472.00
<b>Vendor OCA100 - OZARKS CERTIFIED ARBORIST, LLC Total:</b>					<b>472.00</b>
<b>Vendor OCA100 - OZARKS CERTIFIED ARBORIST, LLC Total:</b>					<b>472.00</b>

Pending Expense Approval Report - 1

Post Dates: 12/24/2018 - 01/08/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
<b>Vendor: OZA255 - OZARKS COCA COLA</b>						
<b>Vendor: OZA255 - OZARKS COCA COLA</b>						
OZARKS COCA COLA	26233667	12/31/2018	SOFT DRINK CONCESSIONS - PKS	30-800-50200	204.44	
					<b>Vendor OZA255 - OZARKS COCA COLA Total:</b>	<b>204.44</b>
					<b>Vendor OZA255 - OZARKS COCA COLA Total:</b>	<b>204.44</b>
<b>Vendor: SESAC - SESAC, LLC</b>						
<b>Vendor: SESAC - SESAC, LLC</b>						
SESAC, LLC	873181	01/08/2019	MUSIC LICENSING - PKS	30-800-55800	438.00	
					<b>Vendor SESAC - SESAC, LLC Total:</b>	<b>438.00</b>
					<b>Vendor SESAC - SESAC, LLC Total:</b>	<b>438.00</b>
<b>Vendor: TAT100 - TAYLOR TEXTOR</b>						
<b>Vendor: TAT100 - TAYLOR TEXTOR</b>						
TAYLOR TEXTOR	63	12/31/2018	PARKS RENTAL DEPOSIT REFUND	30-25800	75.00	
					<b>Vendor TAT100 - TAYLOR TEXTOR Total:</b>	<b>75.00</b>
					<b>Vendor TAT100 - TAYLOR TEXTOR Total:</b>	<b>75.00</b>
<b>Vendor: COM375 - THE COMMERCE TRUST COMPANY</b>						
<b>Vendor: COM375 - THE COMMERCE TRUST COMPANY</b>						
THE COMMERCE TRUST COM	5223651	01/08/2019	2015 COP FISCAL AGENT FEES - PKS	30-800-96400	750.00	
THE COMMERCE TRUST COM	020119	01/08/2019	SERIES 2014 COP PRINCIPAL & INTEREST - W/S	20-600-96000	75,000.00	
THE COMMERCE TRUST COM	020119	01/08/2019	SERIES 2014 COP PRINCIPAL & INTEREST - W/S	20-600-96200	13,887.17	
THE COMMERCE TRUST COM	020119	01/08/2019	SERIES 2014 COP PRINCIPAL & INTEREST - W/S	20-700-96000	75,000.00	
THE COMMERCE TRUST COM	020119	01/08/2019	SERIES 2014 COP PRINCIPAL & INTEREST - W/S	20-700-96200	13,887.17	
					<b>Vendor COM375 - THE COMMERCE TRUST COMPANY Total:</b>	<b>178,524.34</b>
					<b>Vendor COM375 - THE COMMERCE TRUST COMPANY Total:</b>	<b>178,524.34</b>
<b>Vendor: TRH100 - TREVOR HOFFMAN</b>						
<b>Vendor: TRH100 - TREVOR HOFFMAN</b>						
TREVOR HOFFMAN	3825329371	01/08/2019	CELL PHONE REIMBURSEMENT - PW	20-600-61000	25.00	
TREVOR HOFFMAN	3825329371	01/08/2019	CELL PHONE REIMBURSEMENT - PW	20-700-61000	25.00	
					<b>Vendor TRH100 - TREVOR HOFFMAN Total:</b>	<b>50.00</b>
					<b>Vendor TRH100 - TREVOR HOFFMAN Total:</b>	<b>50.00</b>
<b>Vendor: TYL100 - TYLER TECHNOLOGIES INC</b>						
<b>Vendor: TYL100 - TYLER TECHNOLOGIES INC</b>						
TYLER TECHNOLOGIES INC	025-246660	01/08/2019	UTILITY BILLING NOTIFICATIONS - W/S	20-600-57400	57.25	
TYLER TECHNOLOGIES INC	025-246660	01/08/2019	UTILITY BILLING NOTIFICATIONS - W/S	20-700-57400	57.25	
					<b>Vendor TYL100 - TYLER TECHNOLOGIES INC Total:</b>	<b>114.50</b>
					<b>Vendor TYL100 - TYLER TECHNOLOGIES INC Total:</b>	<b>114.50</b>
<b>Vendor: WAL110 - WALMART COMMUNITY/RFCSLLC</b>						
<b>Vendor: WAL110 - WALMART COMMUNITY/RFCSLLC</b>						
WALMART COMMUNITY/RFC	026443	12/31/2018	CONCESSIONS - PKS	30-800-50200	70.70	
					<b>Vendor WAL110 - WALMART COMMUNITY/RFCSLLC Total:</b>	<b>70.70</b>
					<b>Vendor WAL110 - WALMART COMMUNITY/RFCSLLC Total:</b>	<b>70.70</b>

Pending Expense Approval Report - 1

Post Dates: 12/24/2018 - 01/08/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: WRE100 - WHITE RIVER ENGINEERING</b>					
<b>Vendor: WRE100 - WHITE RIVER ENGINEERING</b>					
WHITE RIVER ENGINEERING	444	12/31/2018	B FLOW EQ BASIN, ENGINEERING INVOICE #1 - SEWER	20-700-95100	34,551.10
<b>Vendor WRE100 - WHITE RIVER ENGINEERING Total:</b>					<b>34,551.10</b>
<b>Vendor WRE100 - WHITE RIVER ENGINEERING Total:</b>					<b>34,551.10</b>
<b>Vendor: WTV100 - WILLARD HOME CENTER LLC</b>					
<b>Vendor: WTV100 - WILLARD HOME CENTER LLC</b>					
WILLARD HOME CENTER LLC	B106124	12/31/2018	SEWER PROJECT T-POST FASTENERS - PW	20-700-95100	10.90
WILLARD HOME CENTER LLC	A108277	12/31/2018	3" PVC COUPLING - SEWER	20-700-50130	1.89
WILLARD HOME CENTER LLC	A108280	12/31/2018	AUGER BIT - PKS	30-800-52000	27.99
WILLARD HOME CENTER LLC	B106607	12/31/2018	MAINTENANCE SUPPLIES - PK	30-800-51000	3.19
<b>Vendor WTV100 - WILLARD HOME CENTER LLC Total:</b>					<b>43.97</b>
<b>Vendor WTV100 - WILLARD HOME CENTER LLC Total:</b>					<b>43.97</b>
<b>Grand Total:</b>					<b>247,033.97</b>

# Report Summary

## Fund Summary

Fund	Expense Amount
10 - GENERAL FUND	11,432.82
20 - WATER AND SEWER FUND	229,984.84
30 - PARKS FUND	5,616.31
<b>Grand Total:</b>	<b>247,033.97</b>

## Account Summary

Account Number	Account Name	Expense Amount
10-100-50700	OFFICE SUPPLIES-GCG	205.69
10-100-50750	POSTAGE-GCG	52.95
10-100-55800	DUES AND SUBSCRIPTIO	928.80
10-100-56940	TRAINING & EDUCATION	135.00
10-100-57400	EQUIPMENT/SOFTWARE	846.87
10-100-61050	INTERNET-GCG	335.79
10-16000	PREPAID INSURANCE-GC	4,020.20
10-200-55800	DUES AND SUBSCRIPTIO	100.00
10-200-57400	EQUIPMENT/SOFTWARE	1,016.26
10-200-61050	INTERNET-LAW	335.79
10-200-62100	UTILITIES GAS-LAW	331.80
10-200-92500	UNIFORMS-LAW	54.75
10-250-56400	PROFESSIONAL-COURT	1,233.68
10-250-57400	EQUIP/SOFTWARE CONT	169.38
10-250-61050	INTERNET-COURT	239.66
10-300-52000	SUPPLIES SMALL EQUIP	21.99
10-300-61050	INTERNET-STREETS	247.70
10-300-62100	UTILITIES GAS-STREETS	99.44
10-300-71000	VEHICLÉ EXPENSE OTHE	6.67
10-300-95100	CAPITAL ASSET EXP-STRE	472.00
10-400-57400	EQUIPMENT/SOFTWARE	338.74
10-400-61050	INTERNET-P&D	239.66
20-16000	PREPAID INSURANCE-W	2,488.94
20-600-50130	SUPPLIES-WATER	278.62
20-600-55800	DUES AND SUBSCRIPTIO	675.00
20-600-55850	EQUIPMENT RENTAL-WA	14.34
20-600-56400	PROFESSIONAL-WATER	2,280.60
20-600-57300	RENT-WATER	500.00
20-600-57400	EQUIPMENT/SOFTWARE	480.69
20-600-61000	TELEPHONE WATER	50.00
20-600-61050	INTERNET-WATER	406.10
20-600-62100	UTILITIES GAS-WATER	198.88
20-600-71000	VEHICLE EXPENSE OTHE	38.32
20-600-96000	PRINCIPAL EXPENSE-WA	75,000.00
20-600-96200	INTEREST EXPENSE-WAT	13,887.17
20-700-50130	SUPPLIES-SEWER	187.20
20-700-51000	REPAIRS AND MAINTEN	5,088.65
20-700-52000	SUPPLIES SMALL EQUIP	460.55
20-700-55850	EQUIPMENT RENTAL-SE	14.34
20-700-56400	PROFESSIONAL-SEWER	3,275.60
20-700-56600	CITIZEN TRASH EXPENSE	75.00
20-700-57400	EQUIPMENT/SOFTWARE	480.69
20-700-61000	TELEPHONE-SEWER	50.00
20-700-61050	INTERNET-SEWER	406.10
20-700-62100	UTILITIES GAS-SEWER	198.88
20-700-95100	CAPITAL ASSET EXP-SEW	34,562.00
20-700-96000	PRINCIPAL EXPENSE-SE	75,000.00
20-700-96200	INTEREST EXPENSE-SEW	13,887.17
30-16000	PREPAID INSURANCE-PK	1,913.66
30-25800	CUSTOMER DEPOSITSPK	75.00

**Account Summary**

Account Number	Account Name	Expense Amount
30-800-50200	CONCESSIONS-PKS	275.14
30-800-50500	BUILDING MAINTENANC	210.00
30-800-51000	REPAIRS AND MAINTEN	3.19
30-800-52000	SUPPLIES SMALL EQUIP	27.99
30-800-55200	ADVERTISING-PKS	40.00
30-800-55800	DUES AND SUBSCRIPTIO	1,088.00
30-800-57400	EQUIPMENT/SOFTWARE	846.87
30-800-61050	INTERNET-PARKS	386.46
30-800-96400	FISCAL AGENT FEES	750.00
	<b>Grand Total:</b>	<b>247,033.97</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	212,471.97
9510018	34,562.00
	<b>Grand Total:</b>
	<b>247,033.97</b>

## Public Works Report

**December 2018**

### Water

- The water department spent the month on routine operations including collecting water samples, monthly meter reading, daily monitoring of the four wells and maintenance of the chlorine monitoring equipment and the well houses.
- Installed a new service on Farm Rd. 106
- Completed 92 utility locates.

### Sewer

- Repaired the check valve in the valve vault at D lift station.
- Repaired a clogged sewer line at Willey and Langston.
- Continued repairing the I & I defects noted during the smoke testing we performed this summer. Found a broken cleanout at Bullseye and notified the owner who repaired the broken fitting.
- Lift Station 94 Status
  1. Electrician is approximately 95% complete and expects to have their portion of the project completed by January 11.
  2. Installed the roof on the control building.
  3. Installed valves in the valve vault and connected the lift station to the new 14" force main.
  4. Pressure tested the 14" force main.
  5. Poured the base for the crane and began installing the crane.

### Streets

- Miller Road Widening Project
  1. Final plans are complete and have been submitted to MoDOT for their review.
  2. Right of way negotiations continue. One parcel remains to be acquired.
- Finished crack sealing
- Removed four trees at Miller Rd. and Kime St.
- Began cutting brush
- Completed 108 Service Orders.



# Project Status Report Miller Road Improvements

## Miller Road Improvements

January 2, 2019

Client Name: City of Willard

Client Contact: David O'Connor

Client Address: 224 W. Jackson Street  
Willard, Missouri 65781

GRE Principal In-Charge: Spencer Jones  
GRE Project Manager: Aaron Benson  
GRE Project Engineer: Shannon Shank

GRE #: 3811

### Project Summary:

Project improves Miller Road between W. State Highway O/Kime Street and W. New Melville Road/Farm Road 84, totaling approximately 4,070 linear feet. Improvement includes adding a center turn lane of 14 feet in width and establishing two vehicle lanes of 12 feet in width, curbs and gutters on both sides of roadway, and a sidewalk on one side of the roadway. Project also includes designing for and constructing a new City waterline on the east side of Miller Road between E. Jackson Street and US Route 160. Project is expected to begin construction in 2018.

### Project Status:

Milestones	% Complete	Comments
Preliminary Design	100%	Submitted to MoDOT August 16, 2017
Right-of-Way Plans	100%	Approved by MoDOT October 5, 2017
Right-of-Way Acquisition	99%	Estimated completion January 2019
PS&E to MoDOT	99%	Submitted to MoDOT December 4, 2018
Bidding	0%	Estimated completion January 2019
Construction	0%	Estimated completion February 2019

417.886.7171 2826 South Ingram Mill Springfield, MO 65804

816.436.4440 1100 Main St. Suite 2890 Kansas City, MO 64105

[www.greatriv.com](http://www.greatriv.com)

## Project Status Report Miller Road Improvements

### Actions Completed in Past 30 Days:

Submitted PS&E to MoDOT on 12/4.

### Planned Work for Next 30 Days:

Address PS&E comments from MoDOT (none received at this time). Acquired all required right of way and easements. City has one property remaining to be acquired.

### Issues or Additional Information:

None at this time.

Monthly Water Loss 2018

Current Month  
12

Month	January	February	March	April	May	June	July	August	September	October	November	December	Annual Average	Annual
Amount of Gallons Pumped	24,163,600	23,822,400	20,870,600	22,881,400	26,293,400	30,921,400	30,148,500	31,724,700	25,497,500	23,613,600	23,824,800	23,140,000	25,575,158	306,901,900
Dollar Amount Sold	\$71,452.64	\$76,437.95	\$61,386.62	\$68,707.09	\$73,294.89	\$89,085.54	\$84,245.21	\$90,571.67	\$79,763.57	\$76,728.85	\$74,934.19	\$65,626.52	\$76,019.56	\$912,234.74
Gallons of Water Sold	15,282,011	17,433,026	10,543,004	14,167,000	16,780,000	23,080,000	19,956,000	23,208,000	18,319,000	16,628,000	16,328,000	12,066,000	16,982,503	203,790,041
Flushing	8,000	60,000	50,000	15,000	200,000	500,000	490,000	50,000	20,000	40,000	0	50,000	123,583	1,483,000
Leaks	150,000	200,000	0	0	0	350,000	0	650,000	280,000	70,000	130,000	0	152,300	1,830,000
City Usage (not billed)	43,000	26,000	15,000	49,000	429,000	2,020,000	310,000	989,000	445,000	47,000	35,000	20,000	369,000	4,428,000
Fire Department Usage	0	40,000	12,000	12,000	0	0	0	0	0	0	0	0	5,333	64,000
Tower Overflows	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Residuals	2,000	2,000	2,000	2,000	38,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	27,167	326,000
Total Gallons Accounted For	15,485,011	17,761,026	10,622,004	14,245,000	17,447,000	25,990,000	20,796,000	24,937,000	19,104,000	16,825,000	16,533,000	12,176,000	105,960,521	211,921,041
% Water Loss	35.92%	25.44%	49.11%	37.74%	33.64%	15.95%	31.02%	21.40%	25.08%	28.75%	30.61%	47.38%	30.95%	30.95%
Amount of Water Lost	8,678,589	6,061,374	10,248,596	8,636,400	8,846,400	4,931,400	9,352,500	6,787,700	6,393,500	6,788,600	7,291,800	10,964,000	7,913,072	94,980,859
Willard North #1	6,652,500	6,047,400	5,343,100	6,188,900	6,434,400	7,646,500	2,216,400	2,564,900	1,879,400	1,754,300	1,708,100	1,555,000	\$4,165,908.33	
Willard South #2	5,982,900	6,381,500	5,690,600	5,938,700	8,301,200	9,880,300	4,568,400	4,908,300	3,722,900	3,173,100	2,949,100	2,974,700	\$5,372,641.67	
Meadows West #1	5,092,200	5,029,500	4,524,900	5,210,800	4,199,800	5,975,600	9,655,700	13,725,500	10,768,200	10,189,200	10,818,600	10,369,300	\$7,963,275.00	
Meadows East #2	6,436,000	6,364,000	5,312,000	5,543,000	7,358,000	7,419,000	13,708,000	10,526,000	9,127,000	8,497,000	8,349,000	8,241,000	\$8,073,333.33	
Total Water Pumped	24,163,600	23,822,400	20,870,600	22,881,400	26,293,400	30,921,400	30,148,500	31,724,700	25,497,500	23,613,600	23,824,800	23,140,000	\$25,575,158.33	
City Commercial Irrigation	10	10	10	10	10	14	14	14	14	14	14	14	12	12
City Commercial 1 SPF	115	120	115	120	120	121	124	128	124	125	125	124	122	122
City Commercial 3 Water only	18	18	21	20	20	20	21	22	21	21	19	19	20	20
City Residential Irrigation	1	1	1	2	2	2	2	3	3	3	2	2	2	2
City Residential 1 SPF	1893	1905	1910	1939	1935	1974	1967	1970	1975	1961	1957	1948	1,945	
City Residential 3 Water Only	79	79	79	78	75	80	80	78	75	76	75	74	77	
Rural Irrigation	3	3	3	4	4	4	4	5	5	5	5	5	4	4
Rural Residential 1 SPF	11	12	13	12	11	9	9	9	9	9	9	9	10	10
Rural Residential 2 Lagoon	273	273	277	273	276	278	274	275	280	274	277	274	275	275
Rural Residential 3 Water Only	849	848	855	857	853	860	859	853	850	851	858	853	854	854
Rural Commercial 2 Lagoon	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Rural Commercial 3 Water only	12	12	13	13	13	13	13	13	13	13	13	13	13	13
Rural Commercial 1 SPF	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Zero-Non Billed	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Number of Total Customers	3276	3293	3309	3340	3331	3387	3379	3382	3381	3364	3366	3347	3346	3346

# Equipment Usage and Repairs

## November 2018

Equipment No.	Description	Dec. 1 Miles/Hours	Dec. 30 Miles/Hours	Monthly Usage	Service and Repairs	YTD Repair Cost
1	2013 Ford F-150	60,818	62,182	1,364		\$ 23.73
2	2004 Chevy 1 Ton Dump	125,283	126,251	968		\$ 797.35
3	2003 Chevy 1 Ton Utility - Sewer	155,941	157,307	1,366		\$ 290.01
4	1998 Dodge 1/2 Ton FB	126,366	126,446	80		
5	2001 Chevy 1500	98,910	99,515	605		\$ 22.11
6	2000 Chevy 3/4 Ton FB	144,233	144,393	160		\$ 72.02
7	1993 Ford 1 Ton Utility - Water	90,923	91,549	626		
	2005 International 3200 Dump	19,856	20,013	157		
	2017 Chevy Silverado	12,996	13,892	896		\$ 23.73
	Water Van	382	382	-		
	1998 Chevy S-10	155,116	155,118	2		\$ 78.00
	Case Backhoe	2,227	2,278	51		\$ 450.75
	60XT Case Skid Steer	1,402	1,402	-		\$ 121.62
	Kubota RTV 1100	772	774	2		
					\$0.00	\$ 1,879.32

### Description of Repair/Service

- PD#1 2009 Dodge Charger
- PD#2 2013 Dodge Charger
- PD#3 2009 Dodge Charger
- PD#4 2013 Dodge Charger
- PD#5 2008 Dodge Charger
- PD#6 2013 Dodge Charger
- PD#7 2017 Ford Explorer
- PD#8 2008 Harley Davidson  
Emergency Generator

# Parks and Recreation - Director's Report – January 2019

## Department Tasks

- 2018 Final Amended Budget - Ongoing
- 2019 Budget Planning - Ongoing
- 5 Year Budget Plan - Ongoing
- Planning 2019 - 20 School Year Programs
- Parks Comprehensive Plan

## 2018 Capital Improvements Projects- Final report for 18

- Pool Slide Resurfacing: *100% Completed*
- Community Building Makeover – *100% Complete*
  - *Project list: LED lighting (completed)*
  - *Staff is working on schedule to complete above tasks without shutting down the building for an extended period.*
  - *Storage room for tables, chairs and cleaning supplies will need to be moved to a future budget cycle*
- Miller Farm Park Parking Lot: *90% Completed*
  - *Project budgeted and started in 2017 / To be completed in 2018*
- Miller Farm Park Trails: *70% Completed*
  - *Project started: in-house project to be completed Winter 2018/Spring 2019*
- Miller Farm Park Disc Golf: *100% Complete*
  - *Ongoing maintenance from this point forward*
- Soccer Complex Camping Spots: *40% Complete*
  - *In house project to be completed Winter 2018/2019*
- Fence Line and Brush Clearing: *60% Complete*
  - *Soccer Complex Fence Line along Farm Road 68: Started*
  - *Miller Farm Park: Brush clearing underway*

## 2019 Capital Improvement Projects

- Prioritizing list
  - Updated list will be provided Jan. 28

## Maintenance Department

- Fence building at baseball - Done
- Winter Tree Trimming- *Ongoing*
- Community Building Project – Replace Exterior Lights
- Fence Clearing at Soccer Complex
- Prioritizing City Maintenance Requests
- Prioritizing Projects for the 2019 Year

## Upcoming Programs / Events

- Basketball Registration- Now playing; second session currently registering
- Cheerleading Program: Now registering
- Christmas Dance: December 14
- Breakfast with Santa: December 15
- Christmas Break Camp: December 26-28
- Christmas Break Camp: January 2-4

## Ongoing Programs

- Youth: Tumbling Toddlers, Youth Dance, Kid–Venture Camps
- Senior: Senior Fitness, Wednesday Lunch
- Fitness: Zumba, Tiger Tone, Cardio Blast
- Facility Rentals: Community Building, Rec. Center, Pavilions, Aquatic Center



**Willard Police Department**  
December 2018 - Monthly Statistical Report



Administration	Officer	Case #'s
Tom McClain, Chief	<b>1601</b>	0
Shannon Shipley, Lt.	<b>1602</b>	12
	<b>Total</b>	<b>12</b>

Squad #1	1603	Robert Bell, Cpl. / FTO	47	Squad #2	1604	Steve Purdy, Cpl. Investigator	16
	<b>1607</b>	Joe Duran, Officer	84		<b>1605</b>	Billie Jo Deckard, Officer	23
	<b>1608</b>	Andrew Stone, Officer	36		<b>1606</b>	Shawn Garner, Officer	40
	<b>1610</b>	Scott Rowe, Officer	50		<b>1609</b>	Dakota Radford, Officer	23
	<b>Total</b>		<b>217</b>		<b>Total</b>		<b>102</b>

Reserves	Officer	Officer Names	Case #'s	Hours
	<b>1630</b>	Clint Heimbach, SRO	4	
	<b>1631</b>	Cindy Garton, SRO	2	
	<b>1641</b>	Brian Gordon, Reserve		
	<b>1642</b>	JD Landon, Reserve	1	11.75
	<b>1645</b>	Brian Hinkle, Reserve	2	
	<b>1646</b>	Andrew Hunt, Reserve		
		Glenn Cozzens, Reserve, Trainer		
		Tim Wheeler, Reserve		<b>3.5</b>
	<b>Total</b>		<b>9</b>	<b>15.25</b>
<b>Total Incidents for the month...</b>			<b>340</b>	

**Incident Statistics**

Felony	20	HBO (Handled by Officers)	254
Misdemeanor	7	Use of Force	0
Infraction	143	Use of Force with Injuries	0
Other (Services)	170	LPR Initiated	0

**Vehicle Maintenance**

Vehicle	Odometer Reading	Monthly Mileage	Shifts Used	Miles per Shift	December Maintenance	Year to Date Maintenance
WPD-01 2013	97,830	745	20	37	\$0.00	\$0.00
WPD-02 2013	112,792	2,125	26	82	\$0.00	\$1,987.72
WPD-03 2013	119,460	1,274	23	55	\$0.00	\$0.00
WPD-04 2018 Exp	8,825	1,687	28	60	\$1,670.00	\$4,141.61
WPD-06 2013	101,670	723	14	52	\$706.26	\$2,441.96
WPD-07 2017 Exp	8685	239	13	18	\$0.00	\$0.00
WPD-08 M	5521	0	0	0	\$0.00	\$0.00

**Vehicle Maintenance Details**

WPD-01	WPD-04: \$1,670.00 (Body Shop Repairs)
WPD-02:	WPD-05:
WPD-03:	WPD-06: \$130.63 (heater hose parts & labor); \$575.63 (Tires)

**Misc. Dept. Info:**

**Planning and Development Report  
January 14, 2019**

**Ongoing Projects-**

North Brooke Apartments- Winter weather and rain has prevented the developer from completing the final grading and site work adjacent to the building site.

Car X – Staff has completed the final inspection of the CarX facility and has created a short punch list for the developer, the list was mainly dealing with miscellaneous electrical items and fire extinguishers, some minor cleanup and verification of the landscaping requirements.

Capacity Improvements – Contract # 1- The contractor has tested the 14” force main and the City has accepted the test. They still have the tracer wire test to perform and some fence work. They are reporting that they are substantially completed. Staff has begun the process of talking to the property owners to verify any issues that might need addressed.

Longview Subdivision- Staff has issued eight (8) building permits for the following lots, 3,4,5,6, 14,15,16,17. The foundations are poured for lots 3,4,5,14,15,16, and framing has started on lots 14,15,16.

First Baptist Church- The contractor is working on the metal building.

Transportation Alternative Program Sidewalk Grant – Staff is ready to select an engineering firm from the MODOT pre-approved list.

Tanners Auto Paint- Staff has issued the building permit for the new building.

Staff has received a preliminary plat from Matt Kelly for a R-1 Planned Development District and is currently reviewing it. This project will go to the Planning and Zoning Commission on January,22, 2019. Staff will also be taking a re-zoning petition from R-3 to C-2 for Jerry Proctors property which is adjacent to Matt Kelly’s.

Liberty Utilities/Empire Electric- Subcontractor’s have started placing pole foundations for the new transmission line that will feed the new substation located at Fm. Rd. 105 and St.HWY O. There is a lot of work associated with this project (pole and line upgrades) so you should be aware that crews will be working around town the next few months.

Staff continues to assist other departments as needed.

Staff currently has sixteen (12) R-1 building permits open.

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

If you have any questions please contact me at City Hall or [develop@cityofwillard.org](mailto:develop@cityofwillard.org)

Randy Brown

Director of Development

## 2018 End of year Report

### **Permits:**

2018 - 161 Permits were issued, with total fees collected - \$90,699.01. Estimated value of work that was done is \$8,509,635.

2017 - 180 permits being issued, with total fees collected - \$190,848.58. Estimated value of work that was done is \$12,542,774.65. (This year's increase was due to Fox River Estates Phase 2 being constructed).

2016 - 104 Permits issued, with total fees collected - \$38,107.16. Estimated value of work that was done is \$2,488,227.

### **Mapping:**

This year, all of the developer plans and as builts in the clerk's office were scanned. Archived zoning maps are scanned and stored. Plans, sketches, and preliminary plans stored in the attic are in the process of scanned and stored electronically with four baskets completed. I plan to focus on scanning the subdivision folders (which include application, correspondence, and approval of each subdivision), and prepare a new zoning map (requiring up to date data from Greene County Mapping Dept. and City of Willard Ordinances).

Addressing updates for the 2020 Census was completed, more requests are to be expected later 2019, just to confirm they have as many address that are available.

### **Prosecuting Clerk:**

There were 31 trials that were prepared for in 2018.

There are 350 cases that are open without dispositions, 190 cases with dispositions but with payments still pending. Closing out the year there are a total of 375 warrants. The City has 130 unsupervised probation cases outstanding, with 43 of them still waiting on class and/or community service completion; and 25 deferral cases.

The new charge code manual was sent out by Highway patrol in September and the conversion to have the Willard municipal code number available is still in process of being issued. There are almost 400 charge codes available to be used through a municipal court.

-Abigail Brixey

**CITY CLERK: (Informational only) DECEMBER 2018**

- ~Issued 106 Business Licenses
- ~Assisted other departments with grant paperwork and research.
- ~Completed all Agendas, packets, Proclamations, Resolutions, Ordinances and typed Minutes for BOA, BOADJ, P&Z, ECDF, Traffic Committee and Tree Board.
- ~Updated website with new information.
- ~Assisted with gathering and writing articles for the Newsletter.
- ~Maintained updated "streetlight outage" list and ensured Empire was notified.
- ~Handled citizen complaints and directed to the appropriate department heads.
- ~Completed work on bids and published accordingly.
- ~Assisted with budget information.
- ~Attended Autism Training. Assisted with Reception for families.
- ~Completed election packets.
- ~Assisted with zoning research.
- ~Attended Coffee with the Community.

**EMERGENCY MANAGEMENT: (Informational only) DECEMBER 2018**

- ~Closed out 2018 EMPG Grant submitting final status reports and claims.
- ~Completed a new grant for Emergency Management. Waiting on response.

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<b><u>I. COURT INFORMATION</u></b>		Municipality: Willard Municipal Court	Reporting Period: Dec 1, 2018 - Dec 31, 2018	
Mailing Address: 224 W JACKSON ST, WILLARD, MO 65781				
Physical Address: 224 W JACKSON ST, WILLARD, MO 65781			County: Greene County	Circuit: 31
Telephone Number:		Fax Number:		
Prepared by: JESSICA TRUITT		E-mail Address:		
Municipal Judge: Kristoffer Barefield				
<b><u>II. MONTHLY CASELOAD INFORMATION</u></b>				
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		15	281	121
B. Cases (citations/informations) filed		3	21	3
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		1	22	10
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	3	0
6. dismissed by court		0	0	0
7. <i>nolle prosequi</i>		0	10	4
8. certified for jury trial (not heard in Municipal Division)		0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>		1	35	14
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		17	267	110
E. Trial de Novo and/or appeal applications filed		0	0	0
<b><u>III. WARRANT INFORMATION (pre- &amp; post-disposition)</u></b>				
<b><u>IV. PARKING TICKETS</u></b>				
1. # Issued during reporting period	33	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	20	<input checked="" type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	354			

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b>COURT INFORMATION</b>	Municipality: Willard Municipal Court	Reporting Period: Dec 1, 2018 - Dec 31, 2018
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### V. DISBURSEMENTS

<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.	
Fines - Excess Revenue	\$1,629.50	Court Automation	\$235.58
Clerk Fee - Excess Revenue	\$232.40	Judicial Facility Srchg CT31	\$342.50
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$7.82	Law Enf Arrest-Local	\$15.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	<b>Total Other Disbursements</b>	<b>\$593.08</b>
<b>Total Excess Revenue</b>	<b>\$1,869.72</b>	<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	<b>\$3,736.50</b>
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>		<b>Bond Refunds</b>	<b>\$20.78</b>
		<b>Total Disbursements</b>	<b>\$3,757.28</b>
Fines - Other	\$655.00		
Clerk Fee - Other	\$137.80		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$33.64		
Peace Officer Standards and Training (POST) Commission surcharge	\$33.66		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$239.96		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$4.64		
Law Enforcement Training (LET) Fund surcharge	\$68.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Sheriffs' Retirement Fund (SRF) surcharge	\$101.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
<b>Total Other Revenue</b>	<b>\$1,273.70</b>		

# GENERAL CODE

A Member of the ICC Family of Companies

December 12, 2018

Jennifer Rowe, Clerk of City of Willard  
PO Box 187  
Willard, MO 65781

Dear Jennifer:

It's that time of the year again! We have completed our annual review of this year's legislative session and we're ready to begin the 2018 statutory updates for you. Enclosed, you will find the 2018 edition of our *CodeWatch* publication that encapsulates and outlines the changes from the latest legislative session that may require updates to your Code.

In order for us to begin making the updates to your Code, please complete, sign and return the enclosed Confirmation Form. You may send it to us by mail, fax or email. If you have additional ordinances you would like us to include with this update to your Code, please send those to us as well.

General Code  
781 Elmgrove Road  
Rochester, NY 14624  
Fax: 585-328-8189  
Email: [EZSupp@generalcode.com](mailto:EZSupp@generalcode.com)

Please note that you do not need to send a deposit at this time. You will receive an invoice at the time of completion of the updates to your Code in the amount of \$795.00. Any additional ordinances you send for updating your Code will be charged at the current per-page rate.

It is our pleasure to be of assistance to your municipality. Please let us know if you have questions and how we can be of further assistance.

Sincerely,



Susan Lane, Missouri Account Manager  
General Code, LLC

Enclosures: Renewal Confirmation Form, CodeWatch 2018

*Experience the Higher Standard. Explore the Possibilities.*



A Member of the ICC Family of Companies

## 2018 SUBSCRIPTION FOR STATUTORY UPDATES

### CONFIRMATION FORM

TO: General Code  
 FROM: Jennifer Rowe  
 City of Willard  
 SUBJECT: Statutory Update for Legislative Session 2018

**Please check one of the two choices below and sign where indicated:**

- In addition to updating our Code with changes in the state statutes, please incorporate the ordinances that have been passed since we adopted our current Code.

*NOTE: The last ordinance sent to General Code was 180625, dated 7/9/2018.*

*As stated in your current subscription contract, these additional pages will be billed at the current rate for updates. Work will begin when ordinances are received. Please send your new ordinances to:*

General Code  
 781 Elmgrove Road  
 Rochester, NY 14624

Or Fax to: 585-328-8189  
 Or Email to: [EZSupp@generalcode.com](mailto:EZSupp@generalcode.com)

- We **do not** have any additional ordinances to include at this time. Please only update our Code with the changes in the 2018 state statutes.

General Code will send your updated pages once they are completed. An invoice in the amount of \$795.00 (plus any additional ordinance updates charged at the current per-page rate) will also be sent to you upon completion of the updates.

The City of Willard hereby agrees to General Code's Codification Terms and Conditions, which are available at [www.generalcode.com/TCdocs](http://www.generalcode.com/TCdocs), and are incorporated herein by reference, and authorizes General Code to proceed with the project outlined above.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

*Thank you for your business!*

**Please return this completed confirmation form and any additional ordinances by January 15, 2019.**

*\*Quoted price for 2018 statutory updates is valid for 2 years.*

*Experience the Higher Standard. Explore the Possibilities.*

In addition to the Bills cited in this document, there are always a number of new provisions or amended provisions which have been passed dealing with *specific* cities or counties (e.g., Section 94.900, RSMo.). We have NOT included those provisions herein, as we believe the affected cities and counties are aware of said provisions. Additionally, we do not include amendments to felony offenses for the most part since our municipalities do not typically prosecute these in their municipal courts. We generally attempt to include provisions that would affect a municipality's Code book, and CodeWatch is not intended to include every change made by the Legislature. That said, some of the changes listed are not necessarily Code worthy, but are included for the City's information regarding procedures.

It is not the intent of General Code to give legal advice or opinions by way of the CodeWatch bulletin, but rather to provide as much information as possible to enable municipal officials to make necessary decisions. Any questions as to the validity or legal sufficiency of legislation or as to interpretation of Statutes will properly remain the responsibility of the Municipal Attorney.

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## TITLE I. GOVERNMENT CODE

**Local sales taxes, procedures and duties of director of revenue, generally—effective date of tax—duty of retailers and director of revenue—exemptions—discounts allowed—penalties—motor vehicle and boat sales, mobile telecommunications services—bond required—annual report of director, contents—delinquent payments—reapproval, effect, procedures. RSMo. § 32.087 – SB773.** This Bill changes the year in Section 32.087.5(2), RSMo., from 2018 to 2022, which requires many communities to have placed on the ballot whether to repeal application of the local sales tax to the titling of motor vehicles, trailers, boats and outboard motors that are subject to state sales tax under Section 144.020, RSMo., and purchased from a source other than a licensed Missouri dealer. This year is also changed elsewhere in this Section relative to this amendment. This is not necessarily a Code worthy amendment, this is simply to advise any municipality affected by this Section that more time has been given to the municipalities.

**Investment of certain public funds, conditions. RSMo. § 67.085 – SB769 and HB1879.** These Bills delete one of the conditions of investment of public funds which previously read as follows:

*“(5) On the same date that the public funds are deposited under subdivision (2) of this section, the selected financial institution receives an amount of deposits from customers of other financial institutions equal to the amount of the public funds initially invested by the public entity through the selected financial institution.--”*

**Definitions (regarding Cooperation by Political Subdivisions Under Contract). RSMo. § 70.210 – HB1456.** This Bill amends the definition of “political subdivision” to include the following wording:

*“any 911 or emergency services board authorized in chapter 190 or section 321.243,...”*

**Nonpartisan election in political subdivision or special district, no election required if number of candidates filing is same as number of positions to be filled—exceptions—random drawing filing procedures followed when election is required—municipal elections, certain municipalities may submit requirements of subsection 1 to voters. RSMo. § 115.124 – SB592 and HB1446.** These Bills change the population threshold from 1,000 to 2,000 and make other minor changes to this process.

**Notice of election, when given—facsimile transmission used when, exceptions—late notification, procedure. RSMo. § 115.125 – SB592.** This Bill changes notification times for special election to fill a vacancy. This Bill makes additional changes regarding procedures not typically contained in the Code.

**Elections, generally. RSMo. §§ 115.001 through 115.910 (not to include all Sections) – SB592, SB975, SB1024.** These Bills make numerous changes to the election laws. Many of these changes are not substantive and many fall under the purview of the Election Authority, not the City. We have not set out all of these changes herein as many of the amended Sections do not affect our municipalities.

**Closed meetings and closed records authorized when, exceptions. RSMo. § 610.021 – SB819.** This Bill adds the following to the listing included in this Section:  
*“Records relating to foster home or kinship placements of children in foster care under section 210.498.”*

**Records to be confidential—accessible to whom, purposes. RSMo. § 610.120 – HB1350.** This Bill amends internal references which previously read “section 43.507” to now read “Chapter 43.”

**Health care coordination—certain records may be released. RSMo. § 610.210 – HB1355.** This Bill enacts a new Section, which reads as follows:  
*“Notwithstanding any other provisions of law to the contrary, information in law enforcement agency records that would enable the provision of health care to a person in contact with law enforcement may be released for the purpose of health care coordination to any health care provider, as defined in the Health Insurance Portability and Accountability Act of 1996 as amended, that is providing or may provide services to the person.”*

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## TITLE II. PUBLIC HEALTH, SAFETY AND WELFARE

**Mutual aid arrangement or agreement, law enforcement agency—assisting law enforcement officer, powers, employee status, legal immunities. RSMo. § 44.091 – HB1355.** This Bill adds a new Section to the statutory provisions on emergency management, specifically adding definitions and descriptions to the elements of mutual aid agreements.

**Definitions (relating to Drugs). RSMo. § 195.010 – SB826, HB2034.** SB826 adds two new definitions: “acute pain” and “initial prescription.” This Bill also adds “opiod” to the definition of “opiate.” HB2034 adds two new definitions: “industrial hemp” and “illegal industrial hemp.” This Bill also adds industrial hemp as an exception to the definition of “marijuana.”

**Substances, how placed in schedules—list of scheduled substances—publication of schedules annually—electronic log of transactions to be maintained, when—certain products to be located behind pharmacy counter—exemption from requirements, when—rulemaking authority. RSMo. § 195.017 – HB2034.** This Bill adds industrial hemp as an exception to certain scheduled controlled substances.

**Copper wire or cable, catalytic converters, collectors and dealers to keep register, information required—penalty—exempt transactions. RSMo. § 407.300 – HB1832.** This Bill changes the word “metal” herein to “material,” and adds “motor vehicle, heavy equipment, or tractor battery” to the list of items covered under this Section.

**Certain offenders not to reside within one thousand feet of a property line of a school, child care facility, or victim's residence. RSMo. § 566.147 – HB1355.** This Bill amends this Section to include “a former victim’s residence” as one of the restrictions, and further defines the measurement process.

**Prostitution—penalty—affirmative defense. RSMo. § 567.020 – SB793.** This Bill adds a new paragraph to this Section as follows:

*“5. In addition to the affirmative defense provided in subsection 2 of section 566.223, it shall be an affirmative defense to prosecution pursuant to this section that the defendant was under the age of eighteen and was acting under the coercion, as defined in section 566.200, of an agent at the time of the offense charged.”*

**Patronizing prostitution—penalty. RSMo. § 567.030 – SB793.** This Bill changes the Class A misdemeanor to a Class E felony and changes the Class E felony to a Class D felony.

**Promoting prostitution in the first degree—penalty. RSMo. § 567.050 – SB793.** This Bill adds a new imprisonment term for this felony offense.

**Promoting prostitution in the second degree—penalty. RSMo. § 567.060 – SB793.** This Bill adds a new Subsection that reads as follows:

*“Promotes prostitution of a person sixteen or seventeen years of age.”*

**Definitions (relating to Arson, Burglary, Trespass and Related Offenses). RSMo. § 569.010 – HB1797.** This Bill adds a new definition of “nuclear power plant.”

**Trespass in the first degree—penalty. RSMo. § 569.140 – HB1797.** This Bill adds a new sentence at the end of this Section that reads:

*“If the building or real property is part of a nuclear power plant, the offense of trespass in the first degree is a class E felony.”*

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### TITLE III. TRAFFIC CODE

**Definitions (relating to motor vehicles). RSMo. § 301.010 – SB881.** This Bill adds the definition of “autocycle” and amends the definition of “motortricycle.”

**Application for registration of motor vehicles, contents—certain vehicles, special provisions—penalty for failure to comply—optional blindness assistance donation—donation to organ donor program permitted. RSMo. § 301.020 – SB881.** This Bill adds “autocycle” to the listing in Subsection 301.020.3, RSMo.

**Motor vehicle registration periods—local commercial plates, requirements—proration authorized for larger commercial vehicles. RSMo. § 301.030 – SB881.** This Bill adds a new Subsection, which reads:  
*“Notwithstanding any other provisions of law to the contrary, any motorcycle or motortricycle registration issued by the Missouri Department of Revenue shall expire on June 30<sup>th</sup>.”*

**Annual registration fees—motor vehicles other than commercial. RSMo. § 301.055 – SB881.** This Bill adds an annual registration fee for autocycles and adds exemption language for any autocycles currently registered as motorcycles or motortricycles.

**License plates, required slogan and information—special plates—plates, how displayed—tabs to be used—rulemaking authority, procedure. RSMo. § 301.130 – SB881.** This Bill adds autocycles to this Section as requiring only one license plate on the rear of the autocycle.

**Plates removed on transfer or sale of vehicles—use by purchaser—re-registration—use of dealer plates—temporary permits, fees—credit, when—expiration date, certain subsections—additional temporary license plate may be purchased, when—salvage vehicles, temporary permits—rulemaking authority. RSMo. § 301.140 – SB881.** This Bill adds language regarding the Department of Revenue dealing with temporary permits. This Bill also removes the expiration date for Subsections 4, 5 and 6 of this Section, making them permanent.

**Citation of law—definitions (relating to the Uniform Commercial Driver’s License Act). RSMo. § 302.700 – SB975, SB1024.** These Bills amend the definition of “commercial motor vehicle” to conform to Federal Law.

**Definitions (relating to the Motor Vehicle Financial Responsibility Law). RSMo. § 303.020 – SB708 (effective July 1, 2019).** This Bill amends the definition of “proof of financial responsibility” to change the limit because of injury to or destruction of property of others in any one accident from \$10,000 to \$25,000. This change is also made in **Sections 105.1073, 303.120, and 303.190, RSMo.**

**Applicability of certain state statutes to motor vehicle liability policies, when. RSMo. § 303.022 – SB708 (effective July 1, 2019).** This Bill adds a new Section explaining the applicability of the above-noted change to current insurance policies.

**Cash deposit as proof of responsibility. RSMo. § 303.240 – SB708 (effective July 1, 2019).** This Bill changes the amount necessary when a cash deposit is used for proof of responsibility.

**Autocycle—defined—protective headgear not required—valid driver's license required to operate. RSMo. § 304.005 – SB881.** This Bill amends Subsection 2 as follows:  
*“Notwithstanding subsection 2 of section 302.020, a person operating or riding in an autocycle ~~shall may~~ not be required to wear protective headgear if the vehicle is equipped with a roof that meets or exceeds the standards established for protective headgear.”*

**Amendments to certain watercraft regulations. RSMo. §§ 306.100, 306.125, 306.126 – HB2116.** This Bill amends these three watercraft regulations Sections. Any cities which regulate operation of watercraft should review these Sections to see if amendment to their Code is necessary.

**Sirens and flashing lights, use of, when—permits—violation, penalty. RSMo. § 307.175 – SB881.** This Bill amends this Section to refer to “vehicles and equipment.” This Bill adds the following to the end of Subsection 2(1)(c):

*“No more than two vehicles or pieces of equipment in a work zone may display fixed, flashing, or rotating lights under this subdivision.”*

This Bill amends Subsections 2(2)(b) and (c) to add provisions regarding when vehicles and equipment may display amber or amber and white lights.

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## TITLE V. BUILDING AND CONSTRUCTION

**Definitions (related to public right-of-way). RSMo. § 67.1830 – HB1991.** This Bill makes minor changes to the definition of “managing the public right-of-way” and amends Subsection (f) of that definition as follows:

*“(f) Establish permitting requirements for towers and other structures or equipment for wireless communications facilities in the public right-of-way; ~~notwithstanding under the provisions of section 67.1832,~~ provided that such permitting requirements shall also be consistent with sections 67.5090 to 67.5103 and sections 67.5110 to 67.5121.”*

**Exceptions to applicability of right-of-way laws. RSMo. § 67.1846 – HB1991.** This Bill amends Subsection 1(2), RSMo., to read as follows:

*“Is not required by the political subdivision to pay the linear foot fee or antenna fee if the public utility right-of-way user is paying gross receipts taxes, business license fees, or business license taxes that are not nominal and that are imposed specifically on communications-related revenue, services, or equipment.”*

**Uniform Small Wireless Facility Deployment Act. RSMo. §§ 67.5110 to 67.5125 – HB1991.** This Bill enacts the “Uniform Small Wireless Facility Deployment Act” which is intended to encourage and streamline the deployment of small wireless facilities and to help ensure that robust and dependable wireless radio-based communication services and networks are available throughout Missouri, which is a matter of legitimate statewide concern, by adopting a uniform statewide framework for the deployment of small wireless facilities and the utility poles to which they are attached consistent with Sections 67.5110 to 67.5121, RSMo., and Sections 67.1830 to 67.1846, RSMo.

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## TITLE VI. BUSINESS AND OCCUPATION

**Political subdivisions to recognize statewide licensure—permissible acts by political subdivisions. RSMo. § 324.925 – SB 862, HB1719.** These Bills add the following language to the first paragraph of this Section:

*“No political subdivision shall require the holder of a statewide license to obtain a local business or occupation license that requires passing of any examination or any special requirements to assess proficiency or mastery of the electrical trades. The holder of a statewide license shall be deemed eligible to perform electrical contracting work and to obtain permits to perform said work from any political subdivision within the state of Missouri.”*

**Application for licensure, contents—qualifications. RSMo. § 324.1108 – HB1719.** This Bill removes the age limitation of 21 years for licensing of private investigators in the State.

**Sale of articles represented as being made by American Indians, requirements, violation, penalty. RSMo. § 407.315 – HB1832.** This Bill enacts a new Section regulating authentic American Indian arts and crafts.

**Definitions (related to credit cards—unlawful practices). RSMo. § 407.432 – HB1832.** This Bill adds the definitions of “chip” and “contactless payment.” This Bill also adjusts the remaining definitions to accommodate these additions.

**Protection of credit card account numbers, penalty, exceptions—effective date, applicability. RSMo. § 407.433 – HB1832.** This Bill changes Subsection 1 to read as follows:

*“No person, other than the cardholder, shall disclose more than the last five digits of a credit card account number on any sales receipt provided to the cardholder for merchandise sold in this state.”*

This Bill also deletes references to debit cards in the remainder of the Section due to the changes in Section 407.432, RSMo.

**Defacing a credit card reader—penalty. RSMo. § 407.436 – HB1832.** This Bill amends this Section to read as follows:

*“A person commits the offense of defacing a credit card reader if a person damages, defaces, alters, or destroys a scanning device and the person has no right to do so. The offense of defacing a credit card reader is a class A misdemeanor.”*

**Business Premises Safety Act. RSMo. §§ 537.785 to 537.787 – SB608.** This Bill creates two new Sections regarding the duty a business may or may not have to guard against criminal or harmful acts.

# CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 5

## **Ordinance accepting agreement with Federal Protection for Security at the REC Center. (1<sup>st</sup> & 2<sup>nd</sup> Read) Discussion/Vote.**

Sponsored by the Assistant Parks Director.

First Reading: 01/14/19

Second Reading: 01/14/19

Council Bill No.: 19-01

Ordinance No.: 190114A

AN ORDINANCE

**ACCEPTING THE PROPOSAL OF FEDERAL PROTECTION TO PROVIDE SECURITY MONITORING FOR THE CITY OF WILLARD RECREATION CENTER, AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS, ON BEHALF OF THE CITY OF WILLARD.**

**WHEREAS**, the City of Willard has selected Federal Protection to provide services as itemized in detail in Exhibits "A" as attached hereto.

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

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to accept the proposal of Federal Protection to provide the services described in Exhibits "A".

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

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_, City Clerk

Approved as to form: \_\_\_\_\_, City Attorney

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019.

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
_____ BRANDON BOND	_____	_____	_____
_____ SAMUEL SNIDER	_____	_____	_____
_____ DONNA STEWART	_____	_____	_____
_____ LARRY WHITMAN	_____	_____	_____
_____ SAM BAIRD	_____	_____	_____

First Reading: 01/14/19

Second Reading: 01/14/19

Council Bill No.: 19-01

Ordinance No.: 190114A

\_\_\_\_\_  
JON JONES

2<sup>nd</sup> READ

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

\_\_\_\_\_  
BRANDON BOND

\_\_\_\_\_  
SAMUEL SNIDER

\_\_\_\_\_  
DONNA STEWART

\_\_\_\_\_  
LARRY WHITMAN

\_\_\_\_\_  
SAM BAIRD

\_\_\_\_\_  
JON JONES

FP 417-A-3412M-3

**ADDENDUM TO MONITORING AGREEMENT**

This Addendum is incorporated in and made a part of Monitoring Services Agreement by and between Federal Response Center Inc.® and City of Willard, Willard, MO.

The following described services is hereby removed from the aforementioned agreement:

**QUANTITY**  
One

**LOCATION: 233 Highway Z – Willard, MO**  
Fire Alarm Control/Communicator System

The following described services is hereby added to the aforementioned agreement and becomes a part thereof:

**QUANTITY**  
One

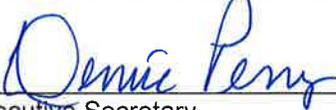
**LOCATION: 233 Highway Z – Willard, MO**  
Fire Alarm Control/Communicator System

Any maintenance/replacement of equipment will be the responsibility of City of Willard at the Federal Protection, Inc. current rates for equipment, labor and mileage.

All other terms and conditions remain the same.

**FEDERAL RESPONSE CENTER, INC.**

**CITY OF WILLARD**

  
\_\_\_\_\_  
Executive Secretary

By \_\_\_\_\_  
Name Date

\_\_\_\_\_  
Title

Dated at Springfield, MO  
This 1<sup>st</sup> day of October, 2018.



MONITORING SERVICES AGREEMENT

THIS AGREEMENT is made this 1st day of October, 2018 between FEDERAL Response Center, Inc.® ("Federal") and the CUSTOMER listed below.

Table with customer information: City of Willard - Parks Department, P.O. Box 187, Willard, MO 65781, Greene County. Includes Home Phone and Work Phone fields.

1. Monitoring Services. Customer agrees that Federal shall perform the following Monitoring Services:

- Monitoring services checklist including Burglar Alarm, Fire Alarm, Digital Communicator, Cellular, Internet, Audit Trail Report, Power Loss, Elevator, Leased Line, Alarm Investigator Response, Emergency Assistance, Carbon Monoxide Detector, Gas Detector, Access Control, Video Verification, DVR Health Diagnostics, and (Other) Describe.

INSTALLATION CHARGE \$1,500.00

2. Fee. Customer shall pay Federal \$150.00 per Quarter period, plus applicable taxes, plus the fuel surcharge provided for in the Standard Terms and Conditions, below, payable in advance on the first day of the first full calendar month immediately following the Commencement Date...

3. Term. The initial term of this Agreement is five (5) years, commencing upon such date as services are activated by Federal. If neither party gives ninety (90) days prior written notice to the other of its intention to terminate this Agreement at the end of the initial term...

4. Disclaimer of Warranty. FEDERAL DISCLAIMS AND MAKES NO REPRESENTATIONS OR WARRANTIES, NOR HAS CUSTOMER RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF FEDERAL, (I) REGARDING THE MONITORING SERVICES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE...

5. Limitation Of Liability; Liquidated Damages. (a) Federal assumes no responsibility for installation, actuation, maintenance, working condition, effectiveness or operation of any alarm system protection system or other equipment used by Customer in connection with the Monitoring Services...

(b) Customer acknowledges that Federal is providing a service designed to receive signals which are dependent upon numerous factors beyond the reasonable control of Federal, and not to reduce loss or insure person or property. Customer agrees that Federal is not an insurer of Customer or its property, guests, or invitees with respect to loss or injury...

(c) If Customer wishes Federal to assume additional liability in lieu of the liquidated damages agreed to in the preceding subparagraph 5(b), Customer may obtain a higher limitation of liability by paying an additional monthly service charge to Federal. If Customer elects this option, a rider executed by an authorized Federal representative shall be attached to this Agreement setting forth the terms, conditions and the amount of such increase...

FOR INTERNAL USE ONLY

CUSTOMER NUMBER 01-3316

Customer Initial \_\_\_\_\_

FRCREV03090711

Customer - White Copy
Office - Canary Copy

(d). Except to the extent of the liability of Federal as applicable in subparagraphs 5(b) and 5(c), above, Customer shall indemnify, defend and hold harmless Federal and its employees and agents from and against all liability, losses, damages, injury or third party claims alleged to be caused by the performance or negligent performance of Federal or its employees or agents or their failure to perform obligations under this Agreement, or based upon defects in design, installation, maintenance, monitoring, operation or non-operation of any equipment, whether those claims are based on negligence, breach or warranty, or strict or product liability on the part of Federal or its employees or agents.

## STANDARD TERMS AND CONDITIONS

### Monitoring Services Agreement Federal Response Center, Inc.®

- A. Customer Responsibilities.** Customer shall notify Federal or an authorized Federal Service Center promptly of any trouble or irregularity in the functioning of any equipment provided by Federal and to discontinue the use of such part of the equipment until adjusted by, or instructions are received from Federal. Federal or its assignee shall have access to Customer's premises at all reasonable times for the purpose of inspection or servicing of equipment provided by Federal. An authorized representative of Customer shall accompany Federal Service Technicians whenever cash or other items of value are readily accessible. Customer (1) agrees to provide and pay for all communication lines to Customer's premises, including all necessary utility connections and charges and to pay any and all taxes assessed against or imposed upon the services as provided herein, including any taxes imposed upon any payments payable hereunder, (2) agrees to pay any false alarm assessments, fees or charges that are imposed by any governmental body relating to any services provided under this Agreement, and (3) shall furnish Federal in writing with contact and notification information as requested from time to time. Changes or additions to the information shall be made only in accordance with the instructions of Federal. Customer shall be responsible for notifying Federal of any changes in the information. Customer authorizes Federal to add up to 2% to the Fee set forth above as a Fuel Surcharge, to reflect Federal's increased transportation costs, which may fluctuate based on market prices of fuel used in connection with this Agreement, and Customer agrees to pay any such Fuel Surcharge. Such surcharge shall reflect Federal's actual cost, without mark-up. Following imposition of any such Fuel Surcharge, and upon request by Customer, Federal shall provide Customer with documentation of Federal's increased fuel costs.
- B. Exclusions.** Federal shall not be liable or responsible for any failure to perform, interruption of service or any loss, damage, injury or liability whatsoever caused by burglary, fire, flood, wind or other acts of God, weather, war, riot, vandalism, blasting, bombings, earthquakes, civil commotions, settling of walls, foundations or driveways, decomposition, oxidation or decay of exposed or buried equipment, loss of or incorrect changing of combinations or timelock settings, loss of keys, improper changing of tumblers, gates or levers, improper duplication or manufacture of keys, improper loading of camera film or tape by other than an authorized representative of Federal or by additions to or changes in equipment not authorized by Federal, abuse, negligence, or usage of equipment for purpose other than designed and/or intended, or other conditions beyond the reasonable control of Federal. Customer understands that Federal uses local and long distance telephone lines and other means of communication to transmit alarm and notification signals from Customer's location to Federal's monitoring facility and to notify the appropriate emergency agency or other person in the event of an alarm or notification signal. Federal shall not be liable for and does not assume any responsibility for damage to or as a result of telephone line failure, high voltage power and wiring, interconnecting equipment and/or systems or the malfunction of such equipment and/or systems, including without limitation, any communication systems.
- C. Emergency Contacts.** Federal has no obligation to contact any emergency agency or person other than the agencies or persons named in the most recent information in Federal's possession. **CUSTOMER UNDERSTANDS THAT (1) FEDERAL IS RESPONSIBLE ONLY FOR ENDEAVORING TO NOTIFY BY TELEPHONE THE APPROPRIATE LISTED EMERGENCY AGENCY OR OTHER PERSON NAMED BY AND AT THE NUMBER PROVIDED BY CUSTOMER, (2) CUSTOMER IS SOLELY RESPONSIBLE FOR INSURING THE ACCURACY AND COMPLETENESS OF THE INFORMATION PROVIDED, (3) FEDERAL WILL NOT SEND ANY FEDERAL PERSONNEL TO CUSTOMER'S LOCATION IN RESPONSE TO ANY ALARM OR NOTIFICATION SIGNAL (4) FEDERAL DOES NOT REPRESENT OR GUARANTY THAT ANYONE TELEPHONED BY IT WILL RESPOND, AND (5) CUSTOMER RELEASES FEDERAL, AND ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ANY RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY FAILURE OR DELAY IN RESPONDING. CUSTOMER AUTHORIZES FEDERAL TO TEMPORARILY DISCONNECT THE SERVICE FOR NUISANCE OR SAFETY REASONS IF FEDERAL IS UNABLE TO NOTIFY CUSTOMER OR CUSTOMER'S EMERGENCY CONTACTS REFUSE OR FAIL TO ARRIVE AT CUSTOMER'S LOCATION WITHIN A REASONABLE TIME.**
- D. Service Equipment.** Customer agrees that all tools and/or equipment used or installed upon Customer premises by Federal to facilitate the service performed under this Agreement, which are not expressly sold to Customer pursuant to any other Agreement, shall remain the sole property of Federal. All or any part of such tools and equipment may be removed by Federal at any time.
- E. Miscellaneous.** (1) If for any reason any provision of this Agreement, or the application of such provision to any person or circumstance in any legal action, shall be found or held unenforceable or invalid in any State or other jurisdiction, such circumstances shall not have the effect of rendering the provision in question unenforceable or invalid as to any other person, circumstance or action and shall not affect any other term or provision of this Agreement to any extent whatsoever. (2) In the event it shall become necessary for Federal to institute legal proceedings to collect payments as set forth herein, Customer shall reimburse and pay Federal's court costs, reasonable attorney's fees and related expenses in addition to all other Federal remedies available in law and in equity. (3) No waiver by Federal of any breach by Customer of any of its obligations, agreements or covenants hereunder shall be a waiver of any subsequent breach or of any obligation, agreement or covenant, nor shall any forbearance by Federal to seek a remedy for any breach by Customer be a waiver by Federal of its rights or remedies with respect to such or any subsequent breach. (4) This Agreement contains the entire understanding of the parties and may be modified, changed or amended only by a writing signed by the parties hereto and, if Federal has assigned its interest, with written approval of the assignee. Any other representations, warranties or agreements not set forth herein are void and of no effect. (5) Customer may not assign this Agreement, however, Federal may assign its rights and obligations or any right to payment under this Agreement without Customer consent. This Agreement shall be binding upon and inure to the benefit of the parties and their legal heirs, successors and assigns. (6) This Agreement may be executed in any manner of counterparts, each of which when executed and delivered shall be an original, but all counterparts shall constitute one Agreement.
- F. Late Charges, Access upon Termination, Acceleration, and Cancellation Fees.** Federal may impose a late charge of one and one-half (1½ %) percent per month (eighteen (18%) per annum) on all payments more than thirty days past due. If service is cancelled or terminated for any reason, Federal shall have the right to enter Customer's premises to disconnect Customer's system from Federal's monitoring equipment and remove Federal's tools and equipment, including any communicator or prom chip and all of Federal's signs and decals from Customer's premises.

Customer Initial \_\_\_\_\_

- G. Default and Termination.** In addition to any other remedies provided by law, Federal may terminate this Agreement (i) immediately upon written notice to Customer if Customer defaults in his payment obligations under this Agreement (ii) immediately if Federal's monitoring facility is destroyed or substantially destroyed or otherwise deemed inoperable and Federal is unable to secure or retain the connections or privileges necessary for the transmission of the signals (iii) Federal loses access to its communication networks and channels, (iv) Customer fails to allow access to any equipment for the repair of the equipment or to follow any instruction or recommendation of Federal, or (v) an undue number of false alarms is received (as determined in Federal's sole discretion). If this Agreement is terminated because of Customer's default, including Customer's failure to make the payments required, all charges for services and equipment supplied will become immediately due and payable. In addition, Customer agrees that it would be very difficult if not impossible to determine Federal's damages caused by the early termination of the Agreement with respect to the services and/or monitoring to be provided herein. Therefore, Customer agrees that upon early termination of this Agreement, Customer will pay an amount equal to 60% of any fees and charges which would have been due and payable for the remaining term of the Agreement, as liquidated damages and not as a penalty.
- H. Indemnification.** If anyone other than Customer asks or demands Federal to pay, Customer will defend, indemnify and hold harmless Federal from and against and reimburse Federal (a) any amount which a court orders Federal to pay or to which Federal reasonably agrees to pay, and (b) the amount of Federal's reasonable attorney's fees and other losses and/or costs that Federal may pay in connection with a claim by any third party for any loss, liability, or damages (including property damage, personal injury or death) (collectively "Claims") connected with or resulting from (i) a failure of the system or services, (ii) Federal's negligence, (iii) any other improper or careless activity of Federal in providing the system or services or (iv) a claim for indemnification, subrogation or contribution; unless such Claim is solely caused by the negligence or willful misconduct of a Federal employee or subcontractor.
- I. Recording.** Customer agrees that (i) Federal may record any telephone calls that Customer or Customer employees make to Federal's Customer service and monitoring facilities, and any telephone calls that Federal makes from the Federal service facility or monitoring facility to Customer's location or to Customer's contact, and (ii) Federal, if audio or video capable services are applicable, may monitor and record all connected Customer facility audio and video feeds for quality assurance, testing and alarm response purposes. Customer shall be solely responsible for, and indemnify Federal with respect to all claims in connection with, any advisable or required policies, notices and consents with respect such audio/video monitoring and recording of Customer facilities or through Customer audio/video connections.

**NOTICE OF CANCELLATION**

Date: \_\_\_\_\_

**IF THIS AGREEMENT WAS SOLICITED AT YOUR RESIDENCE AND YOU DO NOT WANT THE GOODS OR SERVICES, YOU MAY CANCEL, WITHOUT FURTHER OBLIGATION, THIS AGREEMENT BY MAILING A NOTICE TO THE SELLER AT THE ADDRESS AS SHOWN BELOW, WITHIN 3 BUSINESS DAYS FOLLOWING THE ABOVE DATE. YOU SHALL RETURN THE GOODS TO SELLER IN SUBSTANTIALLY THE SAME CONDITION AS WHEN YOU OBTAIN THEM. SELLER WILL THEN CANCEL ALL CONTRACTS AND NEGOTIABLE INSTRUMENTS EXECUTED BY YOU AND RETURN ANY PROPERTY GIVEN BY YOU TO SELLER WITHIN 10 DAYS FROM DATE OF TRANSACTION. IF SELLER DOES NOT PICK UP PURCHASED GOODS WITHIN 20 DAYS FROM DATE OF YOUR CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. THE NOTICE MUST BE MAILED TO:**

**Corporate Office**  
**Federal Response Center, Inc.®**  
**2500 North Airport Commerce Drive**  
**Springfield, MO 65803**

BY SIGNING BELOW, YOU ACKNOWLEDGE YOU HAVE READ AND UNDERSTOOD EACH OF THE TERMS AND CONDITIONS. READ THEM BEFORE YOU SIGN BELOW.

**FEDERAL RESPONSE CENTER, INC.®**

**CITY OF WILLARD**

Customer Name

By: *Dennis Perry*  
 Executive Secretary

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

Date: 11-7-2018

\_\_\_\_\_  
 Name (Print or Type) Date

**FOR INTERNAL USE ONLY**

COMMENCEMENT DATE: October 1, 2018 SECURITY CONSULTANT: Jason Hogan

BILLING CYCLE TO BEGIN: October 1, 2018 PROCESSOR: Darla Washam



# Invoice

**Federal Protection, Inc.**<sup>®</sup>

2500 N. Airport Commerce Drive  
Springfield, MO 65803  
(417) 869-9192  
(800) 299-5400



Invoice Number: 0281778-IN  
Invoice Date: 11/2/2018  
P.O. Number : 319527  
Terms: Due upon Receipt

City of Willard  
P.O. Box 187  
Attn: Accounts Payable  
Willard, MO 65781

JMH

Location:  
233 N. Highway Z

Customer Number: 01-0003316

DESCRIPTION	QTY / HRS	PRICE / RATE	TOTAL
Security Equipment	1.000	1,132.00	1,132.00
Installation	1.000	326.00	326.00
Freight	1.000	42.00	42.00
Installation of fire alarm and cell units per agreement with Jason Hogan			
Date of Service: 10/9/18			

Sub Total: 1,500.00

Sales Tax: 0.00

Balance Due: 1,500.00

Past due accounts are subject to interest at the rate of 1.5% per month, which is an effective annual rate of 18%, or contract agreement, whichever is greater.

Arkansas      Illinois      Kansas      Missouri      Oklahoma      Tennessee

Please detach at perforation and return bottom portion with payment.

**Federal Protection, Inc.**<sup>®</sup>

2500 N. Airport Commerce Drive  
Springfield, MO 65803  
(417)869-9192 (800)299-5400



**BILL TO:**  
City of Willard  
P.O. Box 187  
Attn: Accounts Payable  
Willard, MO 65781  
01-0003316

**COPY**

Invoice Number: 0281778-IN  
Invoice Total: 1,500.00  
Invoice Date: 11/2/2018  
Due After 12/2/2018: 1,522.50  
Remittance Amount: \_\_\_\_\_

# Invoice

## Federal Protection, Inc.®

2500 N. Airport Commerce Drive  
Springfield, MO 65803  
(417) 869-9192  
(800) 299-5400



**Invoice Number:** 0281779-IN  
**Invoice Date:** 11/2/2018  
**P.O. Number :** FP3412  
**Terms:** Due upon Receipt

City of Willard  
P.O. Box 187  
Attn: Accounts Payable  
Willard, MO 65781

JMH

Location:  
233 N. Highway Z

**Customer Number:** 01-0003316

DESCRIPTION	QTY / HRS	PRICE / RATE	TOTAL
3 Months Monitoring FP3412-3 (10/1/18 - 12/31/18)	1.000	150.00	150.00
Less Invoice 603072 FP3412-2 (10/1/18 - 12/31/18)	1.000	-114.00	114.00-
Activation of cellular for fire and security per agreement with Jason Hogan. Date of Activation: 10/1/18			

Past due accounts are subject to interest at the rate of 1.5% per month, which is an effective annual rate of 18%, or contract agreement, whichever is greater.

**Sub Total:** 36.00  
**Sales Tax:** 0.00  
**Balance Due:** 36.00

Arkansas      Illinois      Kansas      Missouri      Oklahoma      Tennessee

⤴ Please detach at perforation and return bottom portion with payment.

## Federal Protection, Inc.®

2500 N. Airport Commerce Drive  
Springfield, MO 65803  
(417)869-9192 (800)299-5400



**BILL TO:**  
City of Willard  
P.O. Box 187  
Attn: Accounts Payable  
Willard, MO 65781  
01-0003316

# COPY

**Invoice Number:** 0281779-IN  
**Invoice Total:** 36.00  
**Invoice Date:** 11/2/2018  
**Due After 12/2/2018:** 36.54  
**Remittance Amount:** \_\_\_\_\_

# CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 6

## **Discussion/Vote to accept the bid for Bounce House Rentals for the Parks Department.**

Sponsored by the Assistant Parks Director.

## 2019 Inflatables Bid

Freedom Fest-	Bid Amount Company A	Bid Amount Company B	Bid Amount Company C	Bid Amount Company D
1. Toddler Inflatable				
2. Slide				
3. Bounce House Combo				
4. Bounce House	\$1,900	\$2,002.77	\$1,995	\$1,890
5. Obstacle Course				
6. Obstacle Course				
7. Other				
<b>Trunk-or-Treat-</b>				
1. Toddler Inflatable	\$650	\$888.93	\$600	\$1,115
2. Combo/Slide				
3. Obstacle Course/Slide				
<b>School's Out Camp-</b>				
1. Slide				
2. Combo	\$800*	\$792.54	\$645	N/A
3. Obstacle Course				
4. Other*				
<b>Fall on the Frisco-</b>				
1. Toddler Inflatable				
2. Slide	\$950	\$1,145.97	\$850	\$940
3. Bounce House Combo				
4. Other				
<b>TOTAL BID-</b>	<b>\$4,300</b>	<b>\$4,830.21</b>	<b>\$4,090</b>	<b>\$3,945**</b>

\*Companies were told to bid 3-4 inflatables, asterisk indicates 4 were quoted.

\*\*This quote only includes 3 events, this company did not quote the 4th event.

# Quote ID# 4304779

Note: Quotes are not guaranteed and are subject to staff approval.

## PRICES

Rentals

\$850.00

Distance Charges

\$70.00

Discount

\$-90.00

Subtotal

\$830.00

Tax

+\$58.93

Total

**\$888.93**

## EVENT INFORMATION

**Event Name- Trunk-or-Treat**

Organization- Willard Parks and Recreation

Address-133 State Highway Z, Willard, MO 65781

Surface- Grass - Allow Stakes

Referral- Past Customer

Start- 5:00pm Sat, Oct 26, 2019

End- 8:00pm Sat, Oct 26, 2019

Tax Exempt- No

Delivery Type- Drop-Off

Volunteers- 3

Number of Guests- N/A

Rentals

- Preschool Rescue Heroes 1 - \$150.00
- Sports Combo Unit 1 - \$200.00
- Mini Turbo Rush Obstacle Course 1 - \$500.00

# Quote ID# 4304783

Note: Quotes are not guaranteed and are subject to staff approval.

## PRICES

### Rentals

\$1,100.00

### Distance Charges

\$70.00

### Discount

\$-100.00

### Subtotal

\$1,070.00

### Tax

+\$75.97

### Total

**\$1,145.97**

## EVENT INFORMATION

### Event Name- Fall on the Frisco

Organization- Willard Parks and Recreation

Address- 133 State Highway Z, Willard, MO 65781

Surface- Grass - Allow Stakes

Referral- Past Customer

Start- TBA

End- TBA

Tax Exempt- No

Delivery Type- Drop-Off

Volunteers- 4

Number of Guests- N/A

### Rentals

- Preschool Crayon Play Center 1 - \$225.00
- Sports Combo Unit 1 - \$250.00
- Adrenaline Rush 3 Obstacle Course 1 - \$625.00

# Quote ID# 4304773

Note: Quotes are not guaranteed and are subject to staff approval.

## PRICES

Rentals

\$2,400.00

Distance Charges

\$70.00

Discount

-\$600.00

Subtotal

\$1,870.00

Tax

+\$132.77

Total

**\$2,002.77**

## EVENT INFORMATION

**Event Name- Freedom Fest**

Organization- Willard Parks and Recreation

Address- 133 State Highway Z, Willard, MO 65781

Surface- Grass - Allow Stakes

Referral- Past Customer

Start- 12:00pm Sat, Jun 29, 2019

End- 9:00pm Sat, Jun 29, 2019

Tax Exempt- No

Delivery Type- Drop-Off

Volunteers- 8

Number of Guests- N/A

Rentals

- Bouncer Of Monkeys 1 - \$200.00
- Castle Combo Unit 1 - \$225.00
- Preschool Crayon Play Center 1 - \$225.00
- Sports Combo Unit 1 - \$250.00
- Adrenaline Rush II Obstacle Course 1 - \$625.00
- Double Splash Slide 1 - \$375.00
- Adrenaline Rush Express Obstacle Course 1 - \$500.00

# Quote ID# 4304781

Note: Quotes are not guaranteed and are subject to staff approval.

## **PRICES**

Rentals

\$750.00

Distance Charges

\$70.00

Discount

\$-80.00

Subtotal

\$740.00

Tax

+\$52.54

Total

**\$792.54**

## **EVENT INFORMATION**

**Event Name- School's Out Camp**

Organization- Willard Parks and Recreation

Address- 133 State Highway Z, Willard, MO 65781

Surface- Indoor

Referral- Past Customer

Start- TBA

End- TBA

Tax Exempt- No

Delivery Type- Drop-Off

Volunteers- 3

Number of Guests- N/A

Rentals

- Preschool Crayon Play Center 1 - \$175.00
- Tiki Bounce & Slide Combo Unit 1 - \$175.00
- Adrenaline Rush Express Obstacle Course 1 - \$400.00

Hi Jesse!

Thanks for requesting a bid for your upcoming events, we would love to be able to help out! The following prices include delivery, setup, and tear down for the time frames requested:

**Freedom Fest, June 29:** Caterpillar Craze, 18' Slide, 5n1 Combo, Bouncer, Junior Obstacle Course, Wacky World Obstacle Course, and Bungee Run for **\$1900**

**Trunk-or-Treat, October 26:** Caterpillar Craze, 5n1 Combo, and Junior Obstacle Course for **\$650**

**School's Out Camp, Date TBA:** Bouncer, Slide, Medium Obstacle Course, and Kiddiepillar for **\$800**

**Fall on the Frisco, Date TBA:** Dragon, 5n1 Combo, Wacky World, and Slide for **\$950**

Please let me know if you have any questions.

Thanks,

Megan  
Party Station Events

Freedom Fest

June 29, 19 Drop off 11am

Pick up 9pm

Inflatables:

Candyland

\$200.00

CANDY PLAYLAND BOUNCER



Dry slide

\$175



Castle with Slide

\$225



UFO

\$175



Rad Run

\$325



7 ELEMENT COURSE

\$300



Bonus Items:

Knock it off Inflatable Game



Tee Ball Inflatable Game



Double Hoops Inflatable Game



Rental Rate :

\$1,400

Labor :

\$300

Delivry and Pick up rate

\$190

Grand Total:

\$1,890



# MONKEY BUSINESS EVENTS

Willard Parks & Recreation Bid 2019

Submitted: January 7<sup>th</sup>, 2019

**Freedom Fest- 7 Inflatables:** 12:00 PM to 9:00 PM, on June 29<sup>th</sup>, on grass.

1. Toddler Inflatable:	Circus Toddler Playland	350.00
2. Slide:	Adventure Galley Slide	395.00
3. Bounce House Combo:	Racing Fun Combo	250.00
4. Bounce House:	Wacky Bouncer	200.00
5. Obstacle Course:	40 Foot Obstacle Course	350.00
6. Slide OR Obstacle Course:	Fire & Rescue	850.00
7. Any Inflatable:	Wacky 5 in 1 Combo	250.00
	<b>Total:</b>	<b>2645.00</b>
	<b>Discount:</b>	<b>-650.00</b>
	<b>Your Total:</b>	<b>\$1995.00</b>

**Halloween- 3 Inflatables:** 5:00 PM-8:00 PM, on October 26<sup>th</sup>, on grass.

1. Toddler Inflatable:	Farmyard Toddler Playland	250.00
2. Combo/Slide:	Wacky 5 in 1 Combo	200.00
3. Obstacle Course/Slide.	40 Foot Obstacle Course	250.00
	<b>Total:</b>	<b>700.00</b>
	<b>Discount:</b>	<b>-100.00</b>
	<b>Your Total:</b>	<b>\$600.00</b>

**School's Out Camp- 3-4 Inflatables:** 3 hours of use in a gymnasium. Date & times TBD

1. Slide:	Wacky Slide	295.00
2. Combo:	Clubhouse Combo	200.00
3. Obstacle Course	40 Foot Obstacle Course	250.00
	<b>Total:</b>	<b>745.00</b>
	<b>Discount:</b>	<b>-100.00</b>
	<b>Your Total:</b>	<b>\$645.00</b>

**Fall on the Frisco- 3-4 Inflatables:** 6 hours of use on grass. Date and times TBD.

1. Toddler Inflatable:	Farmyard Toddler Playland	350.00
2. Slide:	Racing Fun Combo	250.00
3. Bounce House Combo:	Wacky 5 in 1 Combo	250.00
4. Other:	Clubhouse Combo	250.00
	<b>Total:</b>	<b>1100.00</b>
	<b>Discount:</b>	<b>-250.00</b>
	<b>Your Total:</b>	<b>\$850.00</b>

**YEAR END DISCOUNT:** 1100.00  
**YEAR END TOTAL:** 4090.00

# CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 7

## **Ordinance accepting the contract with Summit for a Folder Inserter Machine. (1<sup>st</sup> Read) Discussion/Vote.**

Sponsored by the Finance Director.

First Reading: 01/14/2019

Second Reading: 01/28/2019

Council Bill No.: 19-03

Ordinance No.: 190114C

AN ORDINANCE

**Accepting the proposal by Summit Mailing and Shipping Systems to provide a folder inserter machine for City Hall and authorizing the Mayor to execute all necessary documents on behalf of the City of Willard.**

**WHEREAS**, the City of Willard has a need for a folder inserter machine at City Hall; and,

**WHEREAS**, the City of Willard has selected Summit Mailing and Shipping Systems to provide the services as itemized in detail in Exhibits "A" as attached hereto.

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

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to accept the proposal of Summit Mailing and Shipping Systems to provide the services described in Exhibits "A".

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

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_, City Clerk

Approved as to form: \_\_\_\_\_, City Attorney

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019.

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
_____ BRANDON BOND	_____	_____	_____
_____ SAMUEL SNIDER	_____	_____	_____
_____ DONNA STEWART	_____	_____	_____
_____ LARRY WHITMAN	_____	_____	_____
_____ SAM BAIRD	_____	_____	_____

First Reading: 01/14/2019

Second Reading: 01/28/2019

Council Bill No.: 19-03

Ordinance No.: 190114C

\_\_\_\_\_  
JON JONES

2<sup>nd</sup> READ

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

\_\_\_\_\_  
BRANDON BOND

\_\_\_\_\_  
SAMUEL SNIDER

\_\_\_\_\_  
DONNA STEWART

\_\_\_\_\_  
LARRY WHITMAN

\_\_\_\_\_  
SAM BAIRD

\_\_\_\_\_  
JON JONES

### Section (A) Office Information

Office Number:	Office Name: Summit Mailing & Shipping Systems	Office Phone #: 405 509 6549	Date Submitted: 12/14/2018
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### Section (B) Billing Information

Company Name (Full legal name): City of Willard		
DBA:		
Billing Address: Po Box 187		
Billing City: Willard	State: MO	ZIP Code + 4: 65781
Billing Contact Name: Carolyn Halverson	Contact Phone Number: 417 742 5301	
Billing Contact Title: CFO	Contact Fax Number:	
Billing Contact email Address: cfo@cityofwillard.org	Purchase Order Number:	

### Section (C) Installation Information (if different than Billing Information)

Company Name (Full legal name): City of Willard		
Installation Address (No PO Boxes or General Delivery): 224 Jackson St		
Installation City: Willard	State: MO	ZIP Code + 4: 65781
Installation Contact Name: Carolyn Halverson	Phone Number: 417 742 5301	
Installation Contact Title: CFO	Fax Number:	
Installation Contact email Address: cfo@cityofwillard.org		
Main Post Office Name / Mail Drop off:	Post office 5-Digit ZIP Code:	

### Section (D) Products

Quantity	Model / Part Number	Description (Include Serial Number, if applicable) <input type="checkbox"/> See additional listed products on attached continuation schedule.
1	DS63ST2	2 Flex Feeders Inserter
2		
3		
4		

### Section (E) Lease Payment Information & Lease Payment Schedule

Tax Status: <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> Tax-Exempt (Certificate attached)	Period	# of Months	Monthly Payment (plus applicable taxes)
	First	60	\$220.47
	Next		
	Next		
Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> Annually	Next		
	Next		
Billing Method: <input type="checkbox"/> Standard	Current Lease Number:		
	<input type="checkbox"/> ACH (Customer to submit authorization form)		

### Section (F) Postage Meter & Postage Funding Information

Meter Model:	Machine Model:
Postage Funding Method: <input type="checkbox"/> Bill Me <input type="checkbox"/> Prepay By Check <input type="checkbox"/> ACH Debit (Customer to submit authorization form)	Postage Funding Account: <input type="checkbox"/> New <input type="checkbox"/> Existing Account TMS Account # _____ POC Account # _____
<b>Service Products (Check all that apply)</b> <input type="checkbox"/> Online Postal Rates iMeter™ App (SP10) <input type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/NeoStats) <input type="checkbox"/> Online E-Services iMeter™ App (SP30) <input type="checkbox"/> Online E-Services with Electronic Return Receipt iMeter™ App (SP35) <input type="checkbox"/> NeoShip BASIC – Requires NeoFunds/TotalFunds (EP70) <input type="checkbox"/> NeoShip PLUS – Requires NeoFunds/TotalFunds (EP70PLUS) <input type="checkbox"/> NeoShip ADVANCED - Requires NeoFunds/TotalFunds (NEOSHIPADV) <input type="checkbox"/> NeoShip Install & User Guide (EP70GUIDES) <input type="checkbox"/> RunMyMail <input checked="" type="checkbox"/> Maintenance (provided by your authorized office) <input checked="" type="checkbox"/> Installation & Training (provided by your authorized office) <input type="checkbox"/> Annual Software Support (Maintenance)	
Covered Product:	

### Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to NeoFunds/TotalFunds unless initialed here \_\_\_\_\_.

This document consists of a Product Lease ("Lease") with MailFinance Inc.; and a Postage Meter Rental Agreement ("Rental Agreement"), and an Online Services and Software Agreement with Neopost USA Inc.; and a NeoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version DealerLease-V04-16), which are also available at <http://neopostusa.com/terms/DealerLease-V04-16.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature _____	Print Name and Title _____	Date Accepted _____
Accepted by Neopost USA and its Affiliates _____		Date Accepted _____

# CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 9

## Discussion/Vote to accept bids for Flow Equalization Basin at "B" Lift Station.

Sponsored by the Public Works Director.



600 W. College Street, Suite 104 • Springfield, Missouri 65806  
 (417) 830-8111 • www.whiterivereng.com  
 Missouri State Certificate of Authority: 0-200097260

**Bid Tabulation**  
**Sanitary Sewer System Improvements for Willard, Missouri!**  
**Lift Station "B" Flow Equalization Basin**  
**4/24/2018**  
**WR#18-004**

Item No.	Item Description	No. of Units	Flat Creek Excavating		Hicks Construction Co.		McClanahan Construction		KCI Construction Co.		D & E Plumbing & Heating		Irwinbuilt Constructors		Engineer's Estimate	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Bonds & Insurance	1	\$23,100.00	\$23,100.00	\$21,309.00	\$21,309.00	\$7,500.00	\$7,500.00	\$23,430.00	\$23,430.00	\$50,000.00	\$50,000.00	\$20,000.00	\$20,000.00	\$9,809.36	\$9,809.36
2	Temporary Erosion & Sediment Control including SWPPP preparation & implementation, erosion & sediment control devices, etc.	1	\$11,083.34	\$11,083.34	\$10,529.00	\$10,529.00	\$5,000.00	\$5,000.00	\$11,859.00	\$11,859.00	\$5,000.00	\$5,000.00	\$13,000.00	\$13,000.00	\$3,500.00	\$3,500.00
3	Earthwork including excavation, filling & backfilling, grading, aggregate surfacing & vegetation barrier, etc.	1	\$61,556.99	\$61,556.99	\$126,268.00	\$126,268.00	\$150,000.00	\$150,000.00	\$67,988.00	\$67,988.00	\$120,000.00	\$120,000.00	\$77,000.00	\$77,000.00	\$84,260.00	\$84,260.00
4	Temporary turf reinforcement mat	191	\$15.27	\$2,916.57	\$7.92	\$1,512.72	\$11.00	\$2,101.00	\$28.88	\$5,516.08	\$5.00	\$955.00	\$20.00	\$3,820.00	\$6.00	\$1,146.00
5	4" Diameter Manhole with poured-in-place invert	1	\$3,744.95	\$3,744.95	\$4,025.00	\$4,025.00	\$5,000.00	\$5,000.00	\$5,130.00	\$5,130.00	\$5,000.00	\$5,000.00	\$15,600.00	\$15,600.00	\$3,500.00	\$3,500.00
6	14" CS90 PVC Sewer	1	\$1,572.04	\$1,572.04	\$6,282.00	\$6,282.00	\$5,000.00	\$5,000.00	\$1,980.00	\$1,980.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$1,875.00	\$1,875.00
7	14" Plug Valve (MV), Valve Box & Stem Extension	1	\$6,638.31	\$6,638.31	\$6,440.00	\$6,440.00	\$5,000.00	\$5,000.00	\$6,228.00	\$6,228.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00
8	Trench Seal	1	\$2,333.33	\$2,333.33	\$2,415.00	\$2,415.00	\$2,000.00	\$2,000.00	\$2,809.00	\$2,809.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
9	Security fencing including gates, post flanges, anchor bolts, etc.	1	\$23,916.67	\$23,916.67	\$30,190.00	\$30,190.00	\$20,000.00	\$20,000.00	\$25,466.00	\$25,466.00	\$20,000.00	\$20,000.00	\$31,000.00	\$31,000.00	\$16,400.00	\$16,400.00
10	Flow Equalization Basin including rock anchors, concrete work, etc.	1	\$425,833.41	\$425,833.41	\$447,481.00	\$447,481.00	\$553,399.00	\$553,399.00	\$702,822.00	\$702,822.00	\$650,000.00	\$650,000.00	\$1,100,000.00	\$1,100,000.00	\$531,276.28	\$531,276.28
11	Restoration of Charlotte Ave	1	\$7,233.33	\$7,233.33	\$3,199.00	\$3,199.00	\$5,000.00	\$5,000.00	\$7,739.00	\$7,739.00	\$15,000.00	\$15,000.00	\$8,500.00	\$8,500.00	\$6,500.00	\$6,500.00
<b>TOTAL BASE BID PRICES</b>				<b>\$559,928.94</b>	<b>\$659,650.72</b>	<b>\$750,000.00</b>	<b>\$662,767.08</b>		<b>\$1,283,920.00</b>		<b>\$875,985.00</b>		<b>\$1,283,920.00</b>		<b>\$663,768.54</b>	
<b>ADJUSTMENT UNIT PRICES</b>																
1	Lean concrete for subgrade leveling or initial backfill around structures	250	\$170.00	\$42,500.00	\$155.50	\$38,875.00	\$140.00	\$35,000.00	\$128.50	\$32,125.00	\$230.00	\$57,500.00	\$445.00	\$111,250.00	\$70.00	\$17,500.00
2	Extend rock anchor embedment depth where day seams are encountered	100	\$25.00	\$2,500.00	\$13.50	\$1,350.00	\$10.00	\$1,000.00	\$15.00	\$1,500.00	\$50.00	\$5,000.00	\$25.00	\$2,500.00	\$24.00	\$2,400.00

# CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 109

## **Ordinance accepting agreement with Cunningham Inc. for Water Tower Cleaning & Inspection Program. (1<sup>st</sup> & 2<sup>nd</sup> Read) Discussion/Vote.**

Sponsored by the Public Works Director.

First Reading: 01/14/2019

Second Reading: 01/14/2019

Council Bill No.: 19-05

Ordinance No.: 190114E

AN ORDINANCE

**ACCEPTING THE PROPOSAL OF CUNNINGHAM TO PROVIDE WATER TOWER CLEANING AND INSPECTION, AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS, ON BEHALF OF THE CITY OF WILLARD.**

WHEREAS, the City of Willard has determined a need for water tower cleaning and inspection; and

WHEREAS, the City of Willard has selected Cunningham to provide the services as itemized in detail in Exhibit "A" as attached hereto.

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

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to accept the proposal of Cunningham to provide the services described in Exhibit "A".

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

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_, City Clerk

Approved as to form: \_\_\_\_\_, City Attorney

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019.

MEMBERS OF THE BOARD OF ALDERMEN:                      YES                      NO                      ABSTAINED

\_\_\_\_\_  
BRANDON BOND                      \_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_

\_\_\_\_\_  
SAMUEL SNIDER                      \_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_

\_\_\_\_\_  
DONNA STEWART                      \_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_

\_\_\_\_\_  
LARRY WHITMAN                      \_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_

First Reading: 01/14/2019

Second Reading: 01/14/2019

Council Bill No.: 19-05

Ordinance No.: 190114E

\_\_\_\_\_  
SAM BAIRD

\_\_\_\_\_

\_\_\_\_\_  
JON JONES

\_\_\_\_\_

2<sup>nd</sup> READ

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

\_\_\_\_\_  
BRANDON BOND

\_\_\_\_\_

\_\_\_\_\_  
SAMUEL SNIDER

\_\_\_\_\_

\_\_\_\_\_  
DONNA STEWART

\_\_\_\_\_

\_\_\_\_\_  
LARRY WHITMAN

\_\_\_\_\_

\_\_\_\_\_  
SAM BAIRD

\_\_\_\_\_

\_\_\_\_\_  
JON JONES

\_\_\_\_\_



# CUNNINGHAM

2012 West 2<sup>nd</sup> Street

Joplin, Mo 64801

Phone: 620-848-3030 / Fax: 877-774-7181

## WATER TANK INSPECTION AGREEMENT

This agreement is entered into between the City of Willard, hereinafter known as the Owner, and Cunningham, Inc., hereinafter known as the Company. The Owner agrees to employ the Company to complete a five (5) year cleaning and inspection program for the **50,000 Gallon Elevated Tower, 300,000 Gallon Elevated Tower, and the 500,000 Gallon Spheroid Tower** located **in Willard Missouri** in accordance with the provisions and specifications set forth in the **INVITATION FOR BID 03-2018PWKS and addendum**, a copy of which is attached and made part of this agreement. The inspections and services shall be made **AS MUTUALLY SCHEDULED by both parties.**

### INSPECTION PROCEDURES

The Company agrees to perform inspections in accordance with the following:

1. Perform a thorough inspection of all aspects of the dry interior and exterior of each tower annually including:
  - Security fence and gate surrounding the tank site
  - Overall tank site
  - Overall structural condition of the tank
  - Foundation
  - Anchor bolts
  - X-bracing, struts and wind rods to insure they are tight
  - Riser to insure it is stable
  - Overflow, flap gate and splash pad
  - Overflow screen and replace if necessary
  - Manway, door and gaskets
  - Ladders and ladder gates
  - Safety climb system
  - Vent
  - Vent screen and replace if necessary
  - Upper hatch
  - Upper hatch gasket and replace if necessary
  - Aviation light and replace standard bulbs, once a year, during the inspection
  - Antennas and cables that are attached to the tower
  - Catwalk and catwalk railing
  - Exterior coatings
2. Once during the 5-year duration of the program, the wet interior of each tower shall be cleaned and inspected, including:
  - Removal of all accumulated material from the interior of the tank
  - Inspection of the interior surfaces including coatings
  - Disinfection of the tank interior in accordance with AWWA C-652-11 Chlorination Method II, as required
3. This inspection shall conform to the following standards and latest revisions of:
  - Society of Protective Coatings (SSPC)
  - National Association of Corrosion Engineers (NACE)
  - AWWA D100 and D102
  - **MO DEQ** Rules for Public Water Storage
  - OSHA and NFPA standards and guidelines
4. Upon completion of each inspection, a condition report with photos, will be prepared and submitted by the Company.
5. Budgeting estimates for future work will be submitted upon request at no additional charge.
6. The Company pledges itself to have competent inspectors and to perform this inspection service.
7. At the Owner's option; coating samples can be collected and tested for presence of heavy metals at the time of the inspection. Sampling and testing will incur an additional charge (*currently \$196.00 for each sample submitted*). Sampling/ testing will only be performed upon written authorization of the Owner



# CUNNINGHAM

---

2012 West 2<sup>nd</sup> Street

Joplin, Mo 64801

Phone: 620-848-3030 / Fax: 877-774-7181

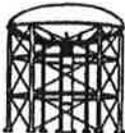
## **Complete Interior Washout / Inspection Services (*Tank must be emptied for this service*)**

1. Washout / inspection service includes cleaning and flushing and coating maintenance of wet interior surfaces only. Exterior surfaces or dry interior surfaces may be cleaned at the Owner's option and may incur an additional charge.
2. The Owner agrees that if notified at least two weeks in advance, that upon arrival of the service crew, the Owner will make the tank immediately available by draining for the scheduled service without delay. (if applicable)
3. The Company agrees to loan the Owner a pressure relief valve, (if required).  
*This valve shall be returned to the Company, transportation collect (UPS) within thirty days after completion of the work. If the valve is not returned within this 30 day period, the Company will submit an invoice to Tank Owner for replacement cost of the valve, currently \$1,050.00.*
4. It is agreed that the Company accepts no responsibility for any damage or water loss of any kind resulting from having the tank out of service.
5. The Company agrees to high pressure-wash the wet interior of the tank using a minimum of 3,500 PSI pressure and water, removing all mud, silt and other foreign debris that might be detrimental to the tank or safe drinking water.
6. Disinfect the wet interior surfaces in accordance with AWWA C-652-11 Chlorination Method II upon completion
7. Replace any necessary gaskets, vent screens; etc., and close and secure all hatches upon completion.
8. As needed; 100% solids epoxy patching compound shall be applied to blisters; missing coating; pitted areas; minor delaminations; etc.
9. Material shall be meet NSF 61 standards for use in potable water tanks
10. Coating maintenance or other miscellaneous repair items shall only be performed upon written authorization of the tank Owner or Owners Representative.

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## **EXCEPTIONS and SPECIAL CONDITIONS**

- In the event that service is refused upon arrival of the service crew, the Owner will subject to a mobilization fee equal to 50% of the service price and the service will be rescheduled.
  - Under no circumstances does the Company warrant the operation of existing mechanical float level indicators unless a COMPLETE system has been installed by the Company. At the Owners option, float systems may be maintained at the then current prevailing rate.
  - Company personnel are certified for Confined Space as entry, attendant and supervisory personnel in accordance with 29 CFR 1910.146 and NFPA 1670. (if applicable)
  - The Company accepts no responsibility for water loss or damage of any kind resulting from having the tank out of use (*applicable for dry inspection procedure*).
-



# CUNNINGHAM

2012 West 2<sup>nd</sup> Street

Joplin, Mo 64801

Phone: 620-848-3030 / Fax: 877-774-7181

## PAYMENT

Payment for the work performed is due and payable upon completion of the work. Purchase orders are acceptable, and payment will then be due upon receipt of invoice. Payment not received within thirty (30) days shall be considered delinquent and will accrue interest at the Missouri statutory rate, unless previous arrangements have been made.

**Price to Perform Inspection and Services: \$2,950.00 Annually**

**DISCOUNT FOR FUTURE WORK** The Owner agrees that the tank interior should be cleaned of rust, scale and re-coated whenever the coating has deteriorated from natural causes. The Company agrees to quote prices for such work, at such time, and the Owner may or may not, at his option enter into an agreement with the Company to perform this work. *In this event, if Cunningham Sandblasting & Painting is selected to do the work, One Hundred Percent (100%) of the service call would be deducted from the cost of the coating agreement.*

**Willard, City of**

Tank Owner

By

Printed Name and Title

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**Cunningham, Inc.**

By

**Brent Phillips, Vice President of Operations and Sales**

Dated this **9<sup>th</sup>** day of **January, 2019**

# CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 10

## **Ordinance amending Chapter 710 Sewer Use and Sewer Rates. (1<sup>st</sup> & 2<sup>nd</sup> Read) Discussion/Vote.**

Sponsored by the City Administrator.

**AN ORDINANCE  
AMENDING CHAPTER 710 OF THE WILLARD MUNICIPAL CODE TITLED  
"SEWER USE AND SEWER RATES"**

**WHEREAS**, the City of Willard and the City of Springfield entered into a wastewater contract dated April 15, 2004 whereby Springfield would accept and treat sewage from Willard; and

**WHEREAS**, pursuant to Section 403 of the Willard-Springfield sewer contract, Willard must adopt and maintain at all times while the contract is in effect, ordinances and regulations governing usage and connection to such sewers at least as restrictive as Springfield may require; and

**WHEREAS**, Willard has amended Chapter 710 of its municipal code to comply with Section 403 of its contract with Springfield.

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

Section 1: The Board of Aldermen of the City of Willard hereby amends Chapter 710 of its municipal ordinances as set forth on the attached Exhibit "A".

Section 2: Savings Clause: Nothing in the ordinances in Chapter 710 as amended, shall be construed to affect any suit or proceeding now pending in any court, or any right acquired, or liability incurred, nor any cause or causes of actions occurred or existing, under any act or ordinances repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this ordinance. In the event of any conflict between the new amended ordinances contained in Exhibit "A" and any other laws, regulations or ordinances, the more restrictive shall apply.

Section 3: Severability Clause. If any sections, subdivisions, sentences, clauses or phrases of the ordinances amended under Chapter 710 are for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinances amended under Chapter 710. The Board of Aldermen hereby declare that it would have adopted the ordinances and each sections, subsections, sentences, clauses, or phrases thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phases be declared invalid.

Section 4: These amendments will be in full force and effect from and after its passage by the Board of Aldermen and approval of the Mayor.

**FIRST READING:** 01/14/2019

**SECOND READING:** 01/14/2019

**BILL NO.** 19-06

**ORDINANCE NO.** 190114F

READ TWO TIMES BY TITLE ONLY AND PASSED AT THE MEETING OF THE BOARD OF ALDERMEN,  
THE CITY OF WILLARD, GREENE COUNTY, MISSOURI ON THIS \_\_\_\_ DAY OF  
\_\_\_\_\_ 201\_\_.

Motion made by Alderman \_\_\_\_\_ Seconded by Alderman \_\_\_\_\_

Approved as to form: \_\_\_\_\_  
Kenneth P. Reynolds, City Attorney

Attested by:

Approved by:

\_\_\_\_\_  
Jennifer Rowe, City Clerk

\_\_\_\_\_  
Corey Hendrickson, Mayor

**MEMBERS OF THE BOARD OF ALDERMEN  
FIRST (1<sup>ST</sup>) READING**

**YES**

**NO**

**ABSTAINED**

\_\_\_\_\_  
Brandon Bond

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Samuel Snider

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Donna Stewart

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Larry Whitman

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Sam Baird

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Jon Jones

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**MEMBERS OF THE BOARD OF ALDERMEN  
SECOND (2<sup>ND</sup>) READING**

**YES**

**NO**

**ABSTAINED**

\_\_\_\_\_  
Brandon Bond

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FIRST READING: 01/14/2019**

**BILL NO. 19-06**

**SECOND READING: 01/14/2019**

**ORDINANCE NO. 190114F**

\_\_\_\_\_  
Samuel Snider

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Donna Stewart

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Jon Jones

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