

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

August 22, 2016

7:00 p.m.

Willard City Hall

224 W. Jackson Street

Mayor

Corey Hendrickson

Board Members

Jamie Buckley

Samuel Snider

Sam Baird – Mayor Pro-Tem

Larry Whitman

David Roggensees

Donna Stewart

www.cityofwillard.org

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
August 22, 2016
7:00 P.M.**

Posted August 17, 2016

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at **7:00 p.m.** August 22, 2016 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. Approval of the Minutes from the regular meeting August 8, 2016.**
- 4. Citizen Input. (5 minutes each)**
- 5. Ordinance accepting the Bylaws for the Park Board. (2nd Read)
Discussion/Vote.**
- 6. Ordinance accepting the contract with Monkey Business for the Parks
Department. (2nd Read). Discussion/Vote.**
- 7. Discussion and Resolution on Four Corners Development support letters.**
- 8. Ordinance accepting the contract with Commerce Bank for the Addendum to
Treasury Services Agreement. (1st and 2nd Read). Discussion/Vote.**
- 9. Ordinance authorizing the Mayor to sign a contract with Mediacom for the
Public Works Building. (1st and 2nd Read). Discussion/Vote.**
- 10. New Business.**
- 11. Unfinished Business.**
- 12. Adjourn Meeting.**

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.

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
August 8, 2016
7:00 p.m.**

Staff present: City Clerk, Jennifer Rowe; Community Services Director, J.C. Loveland; Public Works Director, David O'Connor; Chief Financial Officer, Carolyn Halverson; Police Chief, Thomas McClain; and Director of Development, Randy Brown.

City Attorney Ken Reynolds was present.

Citizens in attendance: J.D. Landon, Jim Vaughn, Lucille Murray, Alice Mitchell, Kim Holaday, Madison Ruley, Mindy Latham, Khalil Barkes and Calvin Hooks.

Pledge of Allegiance.

The Pledge of Allegiance was led by Mayor Hendrickson.

Call to Order.

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

Roll Call.

The City Clerk conducted the roll call. Alderman Buckley---, Alderman Snider-present, Alderman Stewart-present, Alderman Whitman-present, Alderman Baird-present, Alderman Roggeneses-present and Mayor Hendrickson-present.

Agenda Amendments/Agenda Approval.

Motion was made by Alderman Baird and seconded by Alderman Snider to accept the agenda. The motion carried with a vote of 5-0. Voting aye: Aldermen Snider, Stewart, Whitman, Baird and Roggeneses.

Approve the Minutes of the Regular Meeting and Closed Session July 25, 2016.

Motion was made by Alderman Snider and seconded by Alderman Whitman to approve the minutes from the regular meeting and closed session July 25, 2016. The motion carried with a vote of 5-0. Voting aye: Aldermen Snider, Stewart, Whitman, Baird and Roggeneses.

Citizen Input.

None.

Financial Reports.

- a) Motion was made by Alderman Stewart and seconded by Alderman Baird to accept the Financial Statements. The motion carried with a vote of 5-0. Voting aye: Aldermen Snider, Stewart, Whitman, Baird and Roggeneses.
- b) Motion was made by Alderman Snider and seconded by Alderman Stewart to accept the Outstanding Invoices, Paid Invoices, Online Payments and Transfers. The motion carried with a vote of 5-0. Voting aye: Aldermen Snider, Stewart, Whitman, Baird and Roggeneses.
- c) Motion was made by Alderman Roggeneses and seconded by Alderman Snider to accept the Adjustments Report. The motion carried with a vote of 5-0. Voting aye: Aldermen Snider, Stewart, Whitman, Baird and Roggeneses.

Department Head Reports.

The Department Heads presented their reports to the Board.

Public Hearing on rezoning request for Hamilton Tracts 1 & 2.

The City Attorney opened the public hearing regarding the rezoning request for Hamilton Tracts 1 & 2 at 8:05 p.m. No citizens wished to speak so the public hearing was closed at 8:06 p.m.

Ordinance accepting the rezoning request for Hamilton Tract 1. (1st and 2nd read) Discussion/Vote.

The Director of Development Randy Brown discussed the rezoning request for Hamilton Tract 1. He indicated that the property is currently zoned M-1 Light Industrial, and the developers wish to change that to R-3 Multi-Family Zoning. The City had received sketch plans for forty-eight (48) new units to be put in on the property. Alderman Snider asked about the sewer issues the City is facing and if that would make an impact. Mr. Brown informed him that the sewer capacity is the first thought on development and the City would be fine. Alderman Roggenses discussed the need for intersection improvements with the increase of traffic to the area. He also expressed his desire for more Commercial property to exist, especially in that area along Highway 160. Mr. Brown along with the Director of Public Works Dave O'Connor discussed the future plans for that intersection. The projected plans for a stoplight have been placed on hold while the Four (4) lane is being planned. MoDOT has the highway 160 expansion to four lanes as being done in 2021. Mr. O'Connor stated that MoDOT will not even get the plans ready until 2020. There is an option to bring a plan for smaller improvements to that intersection and he is willing to take that to MoDOT to see if he can get it improved. Alderman Baird stated that while Commercial would be beneficial no businesses have expressed a desire to build there. Kim Holaday, with Hamilton Properties, outlined the plans to the Board and stated that it had been for sale for two (2) years, and no Commercial business owners wanted to purchase it. Ms. Holaday told the Board that rooftops are what bring business in. This subdivision addition would bring more rooftops in, which would increase the population and create a more appealing environment for businesses to want to move in. Mr. Brown reminded the Board that they were only requesting the rezoning at this time, no plans were ready to be approved and it would be brought back to the Board at a later date. Motion was made by Alderman Baird and seconded by Alderman Whitman to accept the rezoning request for Hamilton Tract 1. The motion carried with a vote of 5-0. Voting aye: Aldermen Snider, Stewart, Whitman, Baird and Roggenses.

The second read was conducted by the City Clerk.

Motion was made by Alderman Snider and seconded by Alderman Stewart to accept the rezoning request for Hamilton Tract 1. The motion carried with a vote of 5-0. Voting aye: Aldermen Snider, Stewart, Whitman, Baird and Roggenses.

Ordinance accepting the rezoning request for Hamilton Tract 2. (1st and 2nd read) Discussion/Vote.

Motion was made by Alderman Baird and seconded by Alderman Stewart to accept the rezoning request for Hamilton Tract 2. The motion carried with a vote of 5-0. Voting aye: Aldermen Snider, Stewart, Whitman, Baird and Roggenses.

The second read was conducted by the City Clerk.

Motion was made by Alderman Snider and seconded by Alderman Stewart to accept the rezoning request for Hamilton Tract 2. The motion carried with a vote of 5-0. Voting aye: Aldermen Snider, Stewart, Whitman, Baird and Roggenses.

Ordinance amending the 2016 Budget. (1st and 2nd read) Discussion/Vote.

The Chief Financial Officer outlined the amended Budget to the Board. She informed the Board that there were adjustments made to move money from the General Fund to Parks so they can pay off what they owe to Public Works. This will clean the Budget up and remove that debt from Parks. The reserves in the General Fund would still be at forty-six percent (46%) after this transfer. Motion was made by Alderman Snider and seconded by Alderman Baird to amend the 2016 Budget. The motion carried with a vote of 5-0. Voting aye: Aldermen Snider, Stewart, Whitman, Baird and Roggenses.

The second read was conducted by the City Clerk.

Motion was made by Alderman Snider and seconded by Alderman Stewart to amend the 2016 Budget. The motion carried with a vote of 5-0. Voting aye: Aldermen Snider, Stewart, Whitman, Baird and Roggenses.

Discussion/Vote to accept the Wastewater Master Plan.

The Director of Development Randy Brown, and the Director of Public Works Dave O'Connor, informed the Board that they felt the Wastewater Master Plan was a good solid plan and requested approval from the

Board to accept it. There were some areas that would be adjusted, but as an overall plan, it was written well. Mr. O'Connor discussed the difference between putting in a new lift station at Delta 2 as opposed to Delta 1, and the cost difference. The Board agreed that Delta 2 is the better choice even though it costs more as it allows for future development and growth within the City. Motion was made by Alderman Snider and seconded by Alderman Roggeneses to accept the Wastewater Master Plan and approve the Delta 2 location. Motion carried with a vote of 5-0. Voting aye: Aldermen Snider, Stewart, Whitman, Baird and Roggeneses.

Discussion on Section 605.025 Section F: Prerequisites for Issuance of License; Peddler's Waiting Period.

The City Clerk informed the Board that the City Code currently states that Solicitor's Licenses will be issued once the background check is complete. As of now, we have nothing in the Code to state that the City has the right to deny a License. There is also a lack of information allowing the City to revoke a license if the Solicitor's do not treat the citizens well. The Board would like to see some changes and feel it is in the citizen's best interest to ensure that their safety is priority. The City Attorney offered to look over the Code and come back at a future Meeting with an update that they can look over. The Board decided to table the discussion until the City Attorney can bring more information.

Ordinance accepting the Bylaws for the Park Board. (1st Read) Discussion/Vote.

The Director of Community Services J.C. Loveland discussed the Bylaws with the Board. Ordinance 120213, Bill 12-04 is the Ordinance that the Park Board currently follows. However, the Bylaws that are stated in Section 127.270 as needing to be adopted by the Board of Aldermen, have never been attached to the Park Board Ordinance to be approved. Mr. Loveland requests that the Board approve of the Bylaws and attach them to the Ordinance. The City Attorney agreed that they needed to be approved by the Board of Aldermen. Alderman Roggeneses requested that the Park Board also bring a list of items they would like to see accomplished before the Budget meetings begin. Motion was made by Alderman Roggeneses and seconded by Alderman Snider to approve the Park Board Bylaws and Ordinance. Motion carried with a vote of 5-0. Voting aye: Aldermen Snider, Stewart, Whitman, Baird and Roggeneses.

Ordinance accepting the contract with Monkey Business for the Parks Department. (1st Read) Discussion/Vote.

The Director of Community Services J.C. Loveland informed the Board that this was the same contract they use every event. The company provides the bounce houses for the Parks Department and this will be for the Halloween event. The motion carried with a vote of 5-0. Voting aye: Aldermen Snider, Stewart, Whitman, Baird and Roggeneses.

Approval of the streetlight change request at:

a. Knight Street just west of Miller Road.

The Director of Development Randy Brown informed the Board that this was something Empire requested anytime they changed out a streetlight. It was not a large expense and the usage charges would actually be less with the new light. Motion was made by Alderman Roggeneses and seconded by Alderman Snider to approve the streetlight change request. The motion carried with a vote of 4-1. Voting aye: Aldermen Snider, Stewart, Whitman and Roggeneses. Voting nay: Alderman Baird.

New Business.

None.

Unfinished Business.

The Director of Public Works Dave O'Connor brought up the Miller Road project. He informed the Board that it needed to be added to the TIPP and given approval to proceed with the improvements. The Board agreed we needed to proceed and get it on the TIPP with O'TO.

Alderman Snider asked for an update on the Augusta Heights "Children at Play" signs. Mr. O'Connor informed the Board that these were installed on Thursday and the job was complete.

Alderman Baird asked for an update on the Trash service for the City buildings. The City Attorney stated that a letter had been sent informing the company that the contract was void as the Mayor had not signed it.

Nothing had been received back from them. Mayor Hendrickson also brought up the topic of the City going to One (1) carrier for billing purposes. The City sent letters out to all trash companies two (2) years ago informing them that we would be addressing the issue in two (2) years. July 22, 2016 was the two (2) year mark. Alderman Roggensees stated that the billing department does not make any extra money whether it is one (1) or three (3) companies. The biggest issue is all of the trucks on the roads causing damage. Alderman Baird stated he was against going to one (1) carrier. The Mayor asked if there was any benefit in making the change. Alderman Snider stated that if the City and citizens could get a cheaper rate, it may be worthwhile. The Board agreed to go out for bid and just see what offers we receive. The Mayor requested to table the discussion and asked the City Clerk to find the old bid documents from the previous bid and bring them back to the Board at the next meeting.

Adjourn.

Motion was made by Alderman Snider and seconded by Alderman Roggensees to adjourn. The motion carried with a vote of 5-0. Voting aye: Aldermen Snider, Stewart, Whitman, Baird and Roggensees.

The meeting was adjourned at 10:04 p.m.

Jennifer Rowe, City Clerk

Corey Hendrickson, Mayor of Willard

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 the Bylaws for the Park Board. (2nd Read) Discussion/Vote.

Sponsored by the Director of Community Services.

First Reading: 08-01-2016

Second Reading: _____

Council Bill No.:16-27

Ordinance No.: 160808D

AN ORDINANCE approving municipal code amendments to Section 127.210, Section 127.230, Section 127.260, Section 127.270 and Section 127.290 of the municipal code of the City of Willard pertaining to the Park and Recreational Advisory Board.

WHEREAS, the Park and Recreation Advisory Board held a public meeting on amendments to Title I, Government Code, Chapter 127, Departments, Boards and Commissions, Article III, Park and Recreational Advisory Board, Section 127.210, Section 127.230, Section 127.260, Section 127.270 and Section 127.290 regarding the makeup and duties of the Park and Recreation Advisory Board and in accordance with Section 127.270 is recommending amendments for consideration of the Board of Aldermen.

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: The City does hereby amend Title I, Government Code, Chapter 127, Departments, Boards and Commissions, Article III, Park and Recreational Advisory Board, Section 127.210, Section 127.230, Section 127.260, Section 127.270 and Section 127.290 as follows:

Section 127.210: Appointment of Board

The Mayor, shall, with the approval of a majority of all members of the Board of Aldermen, appoint a Park and Recreational Advisory Board of seven (7) members, five (5) members to be chosen from the citizens of the City at large with reference to their qualifications for such position, up to two (2) members may be chosen from outside the city limits but within five (5) miles and not in any other city.

Section 127.230: Terms of Members

Each member shall serve a three (3) year term.

Section 127.260: Meeting - Election of Officers

The Park and Recreational Advisory Board members shall meet at least monthly on a set date and time as determined by the members. June of every year the members shall elect one of its members as President, and one of its other members as Vice-President, and one of its other members as Secretary.

Section 127.270: Duties

The Park and Recreational Advisory Board shall have the following duties and responsibilities:

- (1) Make and adopt such bylaws and recommend to the Board of Aldermen rules and regulations for their guidance and for the government of the parks.
- (2) Identify park and recreational opinions of individuals and organizations in the community.
- (3) Make annual budget recommendations.
- (4) Ensure resources to continue ongoing and future park and recreation programs.

- (5) Accept and perform delegated responsibilities.
- (6) Advise on basic policies that guide the department.
- (7) Maintain a clear distinction between its own function and the function of the governing body and professional staff.
- (8) Submit all recommendations or suggestions in writing to avoid misinterpretations.
- (9) Recognize that its recommendations or suggestions will not always be followed.
- (10) Review and advise on development plans.
- (11) Recommend sites for park expansion.
- (12) Recommend new programs for inclusion into department offerings.

Section 2: Savings Clause. Nothing in this ordinance shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired, or liability incurred, nor any cause or causes of action occurred or existing, under any act or ordinance 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 this ordinance and any other law, regulation or ordinance, the more restrictive shall apply.

Section 3: Severability Clause. If any section, subdivision, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Alderman hereby declares that it would have adopted the ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 4: 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.

Passed at meeting: _____

Mayor, Corey Hendrickson

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 _____, 2016.

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
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JAMIE BUCKLEY

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

DAVID ROGGENSEES

MEMBERS OF THE BOARD OF ALDERMEN:

YES NO ABSTAINED

JAMIE BUCKLEY

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

DAVID ROGGENSEES

**Bylaws for the
Willard, Missouri Park and Recreation Advisory Board**

Article I. NAME OF THE BOARD

This Board shall be called the Willard, Missouri Park and Recreation Advisory Board, to serve as the Park Board for the City.

Article II. PURPOSE OF THE BOARD

The purpose of the Willard, Missouri Park and Recreation Advisory Board is to provide recreation opportunities and facilities for all residents of Willard. They shall be vested with the power, duties, and obligations necessary to accomplish this purpose. They shall be charged with advisory ability to the City of Willard Board of Aldermen for the recreation programs and park facilities under their direction.

Article III. MEMBERSHIP

Section 1 The membership of the Board shall be seven members appointed by the Mayor, with the approval of the Board of Aldermen. Board members shall hold office for three years or until their successor is appointed.

Section 2 Five (5) members to be chosen from the citizens of the city at large with reference to their fitness for such position, up to two (2) members may be chosen from outside the city limits but within five (5) miles and not in any other city.

Section 3 No member of the Park and Recreation Advisory Board shall be a member of the municipal government. Board members shall serve without salary or compensation, but shall be entitled to documented expenses for mileage, per diem and expenses.

Section 4 Vacancies occasioned by removal, resignation or otherwise, shall be reported to the Board of Aldermen, and shall be filled in like manner as original appointments, for the unexpired term of said member.

Article IV. OFFICERS

Section 1 The officers of this Board shall be a President, Vice President and a Secretary. The officers shall be elected at the organization meeting in June to serve for one year or until a successor shall be elected.

Section 2 The Park and Recreation Advisory Board shall make and adopt Bylaws, rules and regulations for its own guidance, proceedings, as may be expedient not inconsistent with Ordinance No.: 120213 adopted by the City of Willard Board of Aldermen on February 13, 2012.

Article V. MEETINGS

Section 1 Regular meetings shall be held the last Thursday of each month during the year unless otherwise agreed upon by the Board.

Section 2 Special meetings may be called by the President or on the request of at least three (3) members.

Section 3 All regular meetings are to be held at the Willard City Hall.

Section 4 The meetings shall convene at 7:00 p.m. unless otherwise agreed.

Section 5 The first regular meeting in June of each year shall be called the organizational meeting. The purpose of this meeting shall be the election and installation of officers, reviewing the inventory report, and other business that may need to come before such meetings.

Section 6 A simple majority of the current sitting members of the Park and Recreation Advisory Board shall constitute a quorum at any regular or special meeting.

Section 7 All meetings are open to the public pursuant to Missouri Law.

Section 8 Meetings shall be conducted by the President and in accordance with procedures prescribed in the Bylaws and decisions reached only after full consideration and debate on the issue in question. All procedures shall be in compliance with the State of Missouri Sunshine Law.

Section 9 The following shall be the order of business of the Park and Recreation Advisory Board, but the Rules of Order may be suspended and any matters considered or postponed by action of the Board.

Order of Business:

1. Call to order

2. Roll call
3. Agenda Amendments/Approval of Agenda
4. Approval of minutes of last regular meeting and of any special meetings held subsequently
5. Citizens Input
6. Approval of Financial Statements
7. Program Budgets
8. Directors Report
 - a. Sports Report
 - b. Aquatics Report
9. Reports of Standing Committees
 - a. Finance and Programs Committee
 - b. Buildings, Grounds, and Equipment Committee
10. Old Business
11. New Business
12. Adjourn Meeting

Article VI. DUTIES AND RESPONSIBILITIES OF THE BOARD

Section 1 General Duties and Responsibilities

- a. Be responsible for the improvement, supervision, care and custody of the following parks, including all facilities located within that park or any future park: Highline Soccer Park, Miller Farm Park, Jackson Street Park and Willard Sports and Recreation Complex.
- b. Interpret the recreation and park services of the department to the community and interpret the needs and desires of the community to the Board of Aldermen.
- c. Determine and establish the general policies to be followed in carrying out the purpose for which the Board was established.
- d. The Park and Recreation Advisory Board will solicit, evaluate, and interview potential employees for the position of Parks and Recreation Director, at the direction of the Board of Aldermen, and present the top three candidates to the Board of Aldermen for final selection.
- e. Periodically evaluate:

1. The progress of acquisition and development programs
 2. The effectiveness of recreation programs
 3. The level of maintenance of park areas
 4. The work of employees responsible to the park service
- f. Aid in coordinating the recreation services and programs of other agencies, both public and private, providing recreation in the community.
- g. Recommend to the Board of Aldermen to either accept or reject, after due consideration, all private donations in any form in accordance with that which the Board believes is in the best interest of the citizens of the City of Willard.

Section 2 Financial Duties and Responsibilities

- a. The Park and Recreation Advisory Board shall present to the Board of Aldermen an annual budget sufficient to finance the program of recreation and parks the Board deems necessary for the welfare of the residents of the City of Willard. The budget shall be submitted to the Board of Aldermen at the time designated by the Council to hear the requests.
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- b. The Board shall annually recommend to the Board of Aldermen a budget for capital improvements (acquisition and development) in accordance with the Master Plan for Parks and Recreation for the City.
- c. The Board shall recommend for approval to the Board of Aldermen all bills and necessary expenditures. All purchase requests shall be first submitted to the Park Board for approval to submit to the Board of Aldermen. All moneys shall be deposited in a separate account to the credit of the Willard Park and Recreation for the City and shall be kept separate and apart from all other moneys and accounts of the City of Willard, Missouri.

Section 3 Planning Duties and Responsibilities

- a. Prepare a master plan for the acquisition and development of an adequate system of parks, facilities and recreation programs for the residents of the City of Willard.

- b. Investigate and determine the needs and interests of the community for recreation facilities and programs. To develop a recreational program to meet those needs.

Article VII. DUTIES OF OFFICERS

Section 1 President:

- a. The President shall preside at all meetings of the Board. The President shall appoint all committees, represent the Board at public affairs and shall maintain the dignity and efficiency of the Board in all possible ways. He/She shall perform the other duties ordinarily performed by that office.
- b. The President shall prepare or cause to be prepared a manual for each member of the Board including the following information:
 - 1. Copy of ordinance authorizing the Park and Recreation Board
 - 2. Bylaws of the Board
 - 3. List of fees and charges used by the department
 - 4. Copy of last year's expenses
 - 5. Copy of current annual budget
 - 6. Site plans of each park area owned and operated by the City and a list of their facilities and equipment
 - 7. Salary schedules for employees
 - 8. Agreements in writing for use of any area or facility not owned by the City
 - 9. Other reports that may be submitted to the Board
 - 10. Any other information helpful in acquainting new board members of the procedures and operation of the Board

Section 2 Vice President:

- a. The Vice-President shall preside over meetings upon the absence of the President.
- b. The Vice-President should assist the President with any and all duties he/she deems necessary.

Section 3 Secretary:

- a. The Secretary shall perform the usual duties pertaining to the office. The Secretary shall keep or cause to be kept a full and true permanent record of all meetings of the Board. This includes regular and special meetings plus reports of standing committees. The Secretary shall issue or cause to be issued notices of regular and special meetings. All records shall be submitted to the City Clerk as custodian of documents.

Article VIII COMMITTEES

Section 1 Standing Committees; there shall be two standing committees.

- a. Finance and Programs Committee
- b. Buildings, Grounds, and Equipment Committee

Section 2 Appointment of Committees

- a. The Standing Committees shall be appointed by the President of the Board at the annual meeting or as soon thereafter as possible and serve until their successors are appointed and qualified.

Section 3 Personnel of Committees

- a. Each committee shall consist of no more than three members of the Board.
- b. Each committee shall elect one member to serve as Chairman of the committee.

Section 4 Committee Reports

- a. A record of the actions of each committee shall be kept by the Chairman of said committee and shall be reported in writing to the Board at its next meeting for action by the Board.

Section 5 Duties of the Finance and Programs Committee:

- a. This committee shall recommend fees and charges to be used, and shall be responsible for submitting information to be used in preparation of the budget.
- b. The Community Services Director shall be a member of this committee.

- c. This committee shall exercise supervision over all recreation programs within the park system. They shall also plan a program of recreation based on the expressed needs and interests of the community residents and recommend to the Park and Recreation Advisory Board those programs which they feel should be implemented within the available finances and facilities of the Board.

Section 6 Duties of the Buildings, Grounds, and Equipment Committee:

- a. This committee shall exercise supervision over care and control of all buildings, grounds, and equipment, within the park system.
- b. The Director of Development for the City of Willard shall be a member of this committee.
- c. The committee shall investigate and determine the need for new facilities, equipment, or renovation of existing buildings and equipment and for expansion and improvement.
- d. This committee shall prepare a master plan for acquisition and development of park areas, and make the best possible use of all land under the control of the Board.
- e. Landscaping and beautification shall also be charged to this committee. Parking lots, location of new facilities, etc. shall be finalized by this committee for approval by the Park and Recreation Advisory Board before presentation to the Board of Aldermen.

Article IX REMOVAL OF BOARD MEMBER

Section 1 When a member has been absent or has not performed the duties of that office for three consecutive meetings, that member may forfeit their seat.

Section 2 The Mayor may, with the consent of a majority of all members of the Board of Aldermen, remove any Park and Recreation Advisory Board member for misconduct or neglect of duty. Any member may also be removed by a two-thirds (2/3) vote of all members of the Board of Aldermen, independent of the Mayor's approval or recommendations.

Article X. AMENDMENTS

Section 1 These Bylaws may be amended at any regular meeting of the Park and Recreation Advisory Board by a majority vote of the entire Board, provided previous notice of the nature of any proposed amendment shall have been given at least one regular meeting before the action thereon shall be taken. Bylaws and amendments to the Park and Recreation Advisory Board Bylaws shall be approved by the Board of Aldermen in order to be fully adopted.

These Bylaws were accepted and approved at
the ____ (Date) ____ Willard Park Board meeting.

<u>Members of the Park and Recreation Advisory Board</u>	<u>Yes</u>	<u>No</u>
Blaine Kennard, President	_____	_____
Valorie Simpson, Vice-President	_____	_____
Billie Middleton, Secretary	_____	_____
Laurie Pendergrass	_____	_____
Samantha Mosler	_____	_____
Vacant	_____	_____
Vacant	_____	_____

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

Ordinance accepting the contract with Monkey Business for the Parks Department. (2nd Read). Discussion/Vote.

Sponsored by the Director of Community Services.

First Reading: 08/08/16

Second Reading: _____

Council Bill No.: 16-28

Ordinance No.: 160808E

AN ORDINANCE

ACCEPTING the proposal of Mac Entertainment LLC d/b/a Monkey Business Events to provide rental equipment for the City of Willard Recreation Center, and authorizing the Mayor to execute all necessary documents, on behalf of the City of Willard, to accept the proposal.

WHEREAS, the City of Willard has selected Mac Entertainment LLC d/b/a Monkey Business Events to provide said 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 Mac Entertainment LLC d/b/a Monkey Business Events 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 _____ 2016.

MEMBERS OF THE BOARD OF ALDERMEN: YES NO ABSTAINED

JAMIE BUCKLEY

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

DAVID ROGGENSEES

First Reading: 08/08/16

Second Reading: _____

Council Bill No.: 16-28

Ordinance No.: 160808E

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
_____ JAMIE BUCKLEY	_____	_____	_____
_____ SAMUEL SNIDER	_____	_____	_____
_____ DONNA STEWART	_____	_____	_____
_____ LARRY WHITMAN	_____	_____	_____
_____ SAM BAIRD	_____	_____	_____
_____ DAVID ROGGENSEES	_____	_____	_____



MONKEY BUSINESS EVENTS
2733 East Battlefield #248
Springfield, MO 65804

EQUIPMENT RENTAL/SERVICES AGREEMENT

1. This contract is for the equipment/service(s) listed in section labeled Section A. to be provided by **Mac Entertainment LLC d/b/a Monkey Business Events** ("Provider") to the Customer listed below, pursuant to the terms set forth herein.
2. **Customer:** Name: CITY OF WILLARD – JC LOVELAND
Address: CITY PARK, WILLARD MO
Phone: 417-742-5380
3. **Event Details:** The terms, location, date, and times of the contract shall be listed in the section labeled Section B.
4. **Cost:** Customer shall pay Provider an amount equaling the total listed in the following section labeled Section C for the equipment/services provided. A payment in full of the costs stated on Section C shall be payable no later than 1 week prior to the Event Date. Customer understands and agrees that there are No refunds if cancelled by Customer.
5. **Condition/Inspection:** Customer agrees to inspect all equipment at the time of delivery and immediately notify Provider of any deficiencies prior to its use so that Provider may inspect. Customer agrees to return all equipment in the same condition as it was provided and will pay for all damage to, theft or other loss of, all equipment.
6. **Warranty/Damages Disclaimer:** Customer agrees all equipment is provided on an "AS-IS" basis, and Provider makes no express or implied warranties as to the condition or performance of any equipment or other items provided under this contract. The only warranties applicable are those provided by the manufacturer on the equipment or instruction manual. **ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED. IN NO EVENT SHALL PROVIDER BE RESPONSIBLE FOR CONSEQUENTIAL DAMAGES.**
7. **Risks of Use:** Customer understands that use of the equipment can result in physical injury, paralysis, and death, and property damage. Customer agrees to read and comply with all instructions located on equipment, and comply with the policies/rules attached hereto.

14. DO NOT FASTEN OR TIE ANYTHING TO THE EQUIPMENT. ANY DAMAGE OR EXCESSIVE DEBRIS WILL RESULT IN A REPAIR OR CLEANING CHARGE TO YOU THE CUSTOMER.
15. IN CASE OF INCLEMENT WEATHER, DEFLATE ANY INFLATABLE EQUIPMENT FOR RAIN AND/OR HIGH WINDS. ALLOW THE UNIT TO DRY WHEN RE-INFLATED AS THE VINYL SURFACE CAN BE EXTREMELY SLIPPERY WHEN WET.
16. TO AVOID NECK, BACK AND OTHER BODILY INJURIES - NO WRESTLING, FLIPS OR ROUGH HOUSING IS PERMITTED IN, ON OR FROM UNITS. PARTICIPANTS SHALL NOT JUMP FROM PLATFORMS ONTO THE SLIDING AREAS, CLIMB THE NETTING OR ROOFS OR BOUNCE AGAINST THE SIDES OR NEAR THE DOORWAY OF THE UNITS.
17. ANYONE WITH HEAD, BACK, NECK OR ANY MUSCULAR-SKELETAL INJURIES OR DISABILITIES, PREGNANT WOMEN AND OTHERS WHO MAY BE SUSCEPTIBLE TO INJURY FROM FALLS BUMPS OR BOUNCING ARE NOT PERMITTED IN THE UNITS AT ANY TIME.
18. DO NOT ALLOW OLDER CHILDREN TO JUMP WITH YOUNGER CHILDREN.
19. IF THE UNITS LOSE POWER OR BEGIN TO DEFLATE DURING OPERATION OR THERE IS ANY REASON TO STOP THE UNITS' USE, THE ADULT SUPERVISOR SHOULD IMMEDIATELY ASSIST PARTICIPANTS WITH SAFE EVACUATION FROM UNITS
20. UNITS MUST BE SECURED TO THE GROUND AT ALL TIMES TO PREVENT TIPPING OR INJURY. AT NO TIME SHOULD THE UNITS BE REMOVED FROM INSTALLED LOCATION.

Initial: _____

8. **Liability Insurance:** Provider shall carry liability insurance to cover all products and services that Provider staffs. Any product or service not provided or staffed by Provider will not be covered by Provider's insurance, and Customer agrees to provide liability insurance coverage of the use of all equipment by Customer and its guests, agents and invitees.
9. **Liability:** Provider shall carry liability insurance to cover all products and services that Provider staffs. Any product or service not provided or staffed by Provider, will not be covered.
10. **No Joint Venture:** Nothing in this contract shall be construed by any party as creating an agency, relationship, partnership, or joint venture.
11. **Merger:** This contract and attachments contain the entire agreement of the parties with respect to the transaction. No modification or addition to its terms shall be valid unless by signed written agreement.
12. **Supervision/Responsibility.** The undersigned Customer shall be responsible for the proper usage by, and supervision and safety of, all users of Provider's equipment.

Execution and Signatures: BY SIGNING BELOW, THE UNDERSIGNED CUSTOMER STATES AND AGREES: I HAVE READ AND UNDERSTAND THE ENTIRE CONTENTS OF THIS AGREEMENT INCLUDING ALL ATTACHMENTS, AND AGREE TO BE BOUND BY THEM, AND FURTHER WARRANT AND REPRESENT THAT I AM EITHER THE CUSTOMER NAMED ABOVE, OR AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT ON THEIR BEHALF AS THEIR AGENT. ~~FURTHERMORE, I AGREE THAT I AM ALSO BINDING MYSELF PERSONALLY AS AN ADDITIONAL PARTY TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.~~ *OK*

Dated this 2nd day of August, 2016
CUSTOMER:

Print: _____

Sign: _____

Accepted by Provider:

MAC Entertainment LLC

By: ANGIE GOFF

Position: MANAGER

Section A

Monkey Business Events will provide:

ITEMIZED EQUIPMENT/SERVICE:

FEE: \$400.00

ADVENTURE GALLEY – DRY

RACING FUN COMBO

*NO ATTENDANTS PROVIDED

*NO GENERATORS PROVIDED

*SET UP ON GRASS

TOTAL FEE \$400.00

*Customer is responsible for providing an adult attendant for each item listed above, for safety and supervision. No staff will be supplied, unless requested and listed along with each item above.

*Customer is also responsible for electrical outlets to operate each item list above. No generators will be supplied, unless requested and listed above.

Initial: _____

Section B

Agreement Terms

Event Location: CITY PARK
WILLARD, MO 65738

Event Date: 10-22-2015

Event Time: 6:00PM-9:00PM

Terms: \$400.00 See Section C

Initial: _____

Section C

Cost

\$400.00

A payment in the amount of \$200.00 shall be due upon the signing of this contract, with a final payment of \$200.00 due no later than 1 week before event.

**Price includes, Delivery, Set up and Tear down.*

**Once this agreement is signed it will be considered an agreement/contract between equipment/service recipient and the equipment/service provider.*

Initial: _____

POLICIES & RULES:

1. EVENT LOCATION AREA MUST BE FLAT, DRY AND CLEAR OF ROCKS OR ANY OTHER DEBRIS TO ENSURE THE SAFETY OF PARTICIPANTS. A 20-FOOT OVERHEAD CLEARANCE IS NEEDED, AS WELL AS A 5FT OR MORE PERIMETER AROUND THE UNITS. IT IS THE CUSTOMER'S RESPONSIBILITY TO CLEAN AREA PRIOR TO SET UP.
2. THE CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ANY DAMAGE OR LOSS TO EQUIPMENT WHILE AT CUSTOMER'S DESIGNATED LOCATION.
3. THE CUSTOMER IS RESPONSIBLE FOR PROVIDING POWER TO OPERATE BLOWER UNITS AND WATER FOR THE WET UNITS. A GROUNDED 3-PRONG OUTLET CAN BE USED AND MUST BE WITHIN 100' OF THE UNIT. A 100' HOSE CAN BE USED AND MUST BE WITHIN 100' OF THE UNIT.
4. EQUIPMENT MUST BE UNDER ADULT SUPERVISION AT ALL TIMES ENSURING THAT IT IS SAFE AND WITHIN RECOMMENDED MANUFACTURER'S GUIDELINES FOUND ON THE ATTACHED SAFETY SIGN OF EACH UNIT AS TO NUMBERS OF USERS, AGES AND SIZES.
5. SHOES, GLASSES, JEWELRY, BADGES, HAIR BARETTES, AND ANY OTHER OBJECT WHICH MAY CAUSE INJURY AND/OR DAMAGE TO PERSON OR EQUIPMENT MUST BE REMOVED PRIOR TO ENTERING.
6. TO AVOID ANY INJURIES, NO FLIPS, NO SOMERSAULTS, NO WRESTLING, NO ROUGH HOUSING, NO PUSHING, NO COLLIDING, OR ANY FORM OF BODILY CONTACT IS ALLOWED.
7. NO AEROSOLS (SUCH AS "SILLY STRING"-TYPE PRODUCTS), FOOD, DRINK, CANDY, CHEWING GUM OR ANY OTHER STICKY SUBSTANCE IS ALLOWED IN OR AROUND THE EQUIPMENT.
8. ABSOLUTELY NO USER UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR ANY INTOXICATING DRUGS SHOULD USE THE EQUIPMENT.
9. NO SMOKING OR BARBEQUE UNITS WITHIN 15 FEET OF THE EQUIPMENT.
10. DO NOT ALLOW ANYONE TO BOUNCE ON THE FRONT SAFETY STEP OR ANYWHERE ON THE EXTERIOR OF THE EQUIPMENT.
11. DO NOT ALLOW INDIVIDUALS TO CLIMB, HANG, OR SIT ON INFLATABLE WALLS.
12. KEEP EQUIPMENT AWAY FROM SWIMMING POOLS.
13. SUBJECTS OVER THE AGE OF 15 YEARS SHOULD NOT USE THE EQUIPMENT UNLESS THE UNIT IS DESIGNED FOR ADULTS.

Initial: _____

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 7

Discussion and Resolution on Four Corners Development support letters.

Sponsored by the Director of Development.

Four Corners Development Support Letters & Resolution

August 22, 2016

Four Corners Development is proposing a 48 unit development consisting of four – eight unit apartments and eight duplexes and a community building to be located across from the Willard Police Department.

The rezoning of the property from M-1 to R-3 was approved at the July 26th Planning and Zoning meeting and the August 8th Board of Aldermen meeting. A sketch plan outlining the proposal will be presented to the Planning and Zoning Commission meeting on August 23 rd.

The Hamilton Development Group has requested letters of support from the Mayor, B.O.A. and Public Works including the passage of a resolution to signify the Cities support solidifying our intent to work with the developer to provide affordable housing for our citizens.

Staff would ask your consideration for approval of these requests. If approved it will help insure this project receives further approval at the state level.

This request does not and will not relieve the Developer of meeting all requirements of the Land Development Regulations as outlined in Chapter 400 of the Willard Municipal Code.

Feel free to contact me if you have any questions or concerns regarding this agenda item.

Randy Brown
Director of Development

CITY OF WILLARD
RESOLUTION NO: 16-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLARD, MISSOURI SUPPORTING THE APPLICATION OF FOUR CORNERS DEVELOPMENT MISSOURI HOUSING DEVELOPMENT COMMISSION (MHDC) PROPOSAL

WHEREAS, the City of Willard supports Economic Development and promotes affordable housing for the benefit of the Citizens of Willard, Missouri, and;

WHEREAS, the City Council of the City of Willard, Missouri hereby resolves to support the application for Fox River Estates, Phase II submitted to the Missouri Housing Development Commission by Four Corners Development for the betterment of our Community.

NOW, THEREFORE, BE IT RESOLVED, it is noted that the proposed development, Fox River Estates, is consistent with the City of Willard, Missouri affordable housing strategies and Comprehensive Plan and will serve qualifying families in the City of Willard, Missouri.

THIS RESOLUTION PASSED AND APPROVED at a regular meeting of the City Council and approved by the Mayor the _____ day of _____, 2016.

Corey Hendrickson, Mayor

ATTEST:

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



August 22, 2016

Missouri Housing Development Commission
Mr. Frank Quagraine, Director of Rental Production
920 Main Street, Suite 1400
Kansas City, MO 64105

RE: The proposal of Willard Fox River Estates Phase II
Willard, Missouri

Dear Mr. Quagraine,

The City of Willard is always in support of the development of affordable housing for all income levels. The property shown as Exhibit "A" on the following page was passed for approval of rezoning to "R-3" for multiple family residence districts at the city council meeting held on August 8, 2016.

The property meets the comprehensive plan as revised by the rezoning of the property to an R-3 residential district. The project density that has been presented at this time is appropriate for the property size. The property is now zoned in accordance with the proposed project.

We anticipate approval of the project upon submission of plans that are in accordance with the requirements that are outlined in the Willard Municipal Code Book. We look forwards to doing all that we can to make this project a success.

If there should be any questions, please contact our office at 417-742-5300.

Sincerely,

The Willard Board of Aldermen

DAVID ROGGENSEES

SAM BAIRD

LARRY WHITMAN

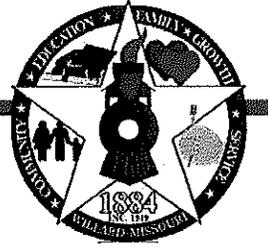
SAMUEL SNIDER

DONNA STEWART

JAMIE BUCKLEY

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 8

**Ordinance accepting the contract with
Commerce Bank for the Addendum to Treasury
Services Agreement. (1st and 2nd Read).
Discussion/Vote.**



ADDENDUM TO TREASURY SERVICES AGREEMENT

Company: City of Willard

Company Identification Number: _____

THIS ADDENDUM TO TREASURY SERVICES AGREEMENT ("Addendum") is attached to and made part of that certain TREASURY SERVICES AGREEMENT ("Agreement") between Commerce Bank ("Bank") and Company. Capitalized terms not otherwise defined herein shall have the meaning given to such term in the Agreement.

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

A) Modification of the Agreement. The terms of the Agreement shall be modified and amended as follows:

1) Section 7(b)(iv) – Following **"and in compliance with the agreed-upon security procedures and"** insert **", to the extent that Company is not otherwise prohibited by applicable law from doing so,"**. The new provision shall now read:

"iv) The authenticity of any payment order issued to the Bank in the name of Company as sender will be effective as the order of Company, whether or not authorized, so long as Bank verified the payment order in good faith and in compliance with the agreed-upon security procedures and, to the extent that Company is not otherwise prohibited by applicable law from doing so, Company shall indemnify and hold Bank harmless against any damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) incurred by Bank relating thereto."

2) Section 7 (c)(iii) – Following **"security procedures that Company selected and"** insert **", to the extent that Company is not otherwise prohibited by applicable law from doing so,"**. The new provision shall now read:

"iii) Company will be bound by any payment order, whether or not authorized, issued in Company's name and accepted by Bank in compliance with the security procedures that Company selected and, to the extent that Company is not otherwise prohibited by applicable law from doing so, Company shall indemnify and hold Bank harmless against any damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) incurred by Bank relating thereto."

3) Section 10 – In the first sentence, following **"set forth in Section 8 herein,"** insert **"and to the extent that Company is not otherwise prohibited by applicable law from doing so,"**. The new provision shall now read:

"10) Indemnity. Except to the extent arising from the Bank's failure to meet the standard of care as set forth in Section 8 herein, and to the extent that Company is not otherwise prohibited by applicable law from doing so, Company agrees to defend, indemnify, protect and hold Bank, its affiliates and their respective officers, directors, employees, attorneys, agents and representatives harmless from and against any and all liabilities, claims, damages, losses, demands, fines (including those imposed by any Federal Reserve Bank, clearing house or funds transfer system), judgments, disputes, costs, charges and

expenses (including litigation expenses, other costs of investigation or defense and reasonable attorneys' fees) which relate in any way to the Services or any Documents, including, but not limited to, those caused by: (a) Company's failure to comply with any of the provisions of this Treasury Services Agreement or the Documents, (b) the failure of any of Company's representations or warranties to be true and correct in all respects at any time or (c) Bank following any of Company's instructions."

B) Effect of Addendum. Except as expressly modified and amended by this Addendum, the terms of the Agreement remain in full force and effect. In the event of any conflict or inconsistency between the provisions of the Agreement and provisions of this Addendum, the provisions of this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution of the Agreement.

Commerce Bank

Please Print Name

Please Print Name

By: _____
Signature Date

By: _____
Signature of Bank Officer Date

Title

Title



TREASURY SERVICES AGREEMENT

Terms and Conditions

Company Name: City Of Willard

Company Identification Number:

Introduction. Commerce Bank ("Bank") shall perform for or provide to the company identified above ("Company") the service(s) identified in the applicable Service Agreement(s) (the "Service(s)") in accordance with this Treasury Services Agreement (the "Agreement"), the applicable Service Agreements and Service Manuals, as well as any other documents or materials that are made a part thereof, or are incorporated therein by reference, or are made generally available to users of the Services. By signing this Agreement, Company acknowledges receipt of Bank's *Best Practices for Corporate Banking* brochure. This Treasury Services Agreement, the applicable Service Agreements and Service Manuals, the *Best Practices for Corporate Banking* brochure, as well as any other documents or materials that are made a part of any of the foregoing by reference, or are made generally available to users of the Services, are collectively referred to hereinafter as the "Documents." This Agreement shall supersede and replace any other Treasury Service Agreement previously entered into by Company and shall be the controlling document that governs all Services, Service Agreements, and related Documents whether existing at the time this Agreement is executed or, unless otherwise agreed to by the parties, entered into at a future date by Company. Bank may utilize outside service providers and agents in the performance of all or any of the Services. Except as otherwise provided, if the terms of any Documents conflict with this Treasury Services Agreement, the conflict shall be resolved in the following order of control:

1. Treasury Services Agreement
2. Service Agreement
3. Service Manual
4. Other documents or materials made available to users of same or similar Services

- 1) **Company's Records and Media.** Company will provide to Bank all records and data processing media necessary to perform the Services. The records will be legible, correct, complete and in the format specified in the Documents. The records will contain totals and proof information satisfactory to Bank. All data processing media supplied by Company must be as specified by, or acceptable to, Bank. Checks must be MICR encoded in accordance with Bank's specifications.
 - a) When any Service Agreement is terminated, Company will instruct Bank in writing within sixty (60) days whether Bank should return or destroy any data processing media furnished by Company and any records produced as a part of the terminated Services. If Company does not instruct Bank within such sixty (60) day period, Bank may destroy, retain or return any such materials, and shall have no liability to Company or any third party if such materials are destroyed or are otherwise not retained.
 - b) All specifications, tapes or other media, programs and procedures owned by Bank or its service providers in connection with the performance of the Services, will be and remain the sole property of Bank. Company will return such materials to Bank promptly upon request, and shall be responsible for any damage to any such materials incurred in shipping and usage other than normal wear and tear.
- 2) **Company's Failure to Furnish Satisfactory Records and Media.** Bank's performance of the Services is subject to Bank's receipt of timely, accurate and complete data for each Service, in form and on media specified by, or acceptable to, Bank. If any of these requirements are not met by Company:
 - a) Bank shall no longer be bound by the applicable production and delivery schedules; and
 - b) Bank shall be authorized to produce and deliver (as a "complete and finished work product") whatever portion of the Services can reasonably be performed under the circumstances.

In addition to the foregoing, Company shall compensate Bank at Bank's then-current rates for time and materials for converting data from nonstandard form to standard form, or for completing missing data.

3) **Company's Duty to Inspect.** Company shall be responsible for inspecting the work product for all Services performed promptly when received (including, but not limited to, account statements and any documentation delivered or made available to Company electronically) and for notifying Bank immediately upon the discovery of any errors, unauthorized transactions, omissions or other discrepancies (collectively, "errors"). **Company agrees that its failure to notify Bank of any error within thirty (30) days (or, if shorter, the period specified in the applicable Service Manual) of Company's receipt of the first documentation or materials containing the error (delivered or made available to Company electronically or otherwise) will relieve Bank of any and all responsibility and liability relating to such error.**

4) **Fees.** Company shall compensate Bank for the Services in accordance with Bank's fee schedules in effect from time to time. Bank may amend the fee schedules at any time and will endeavor to give written notice to Company of changes in fee schedules relating to Services then being performed for Company. Company authorizes Bank to charge fees and debit its account(s) for such fees, on the applicable due dates. If acceptable to Bank, fees may also be payable through the maintenance by Company of required compensating collected balances in specified account(s) of Company; the compensating collected balance requirements will be measured by Bank's standard analysis of Company's specified account(s). In the alternative and in Bank's sole discretion, Bank may bill Company for fees, by invoice.

In addition to the fees to be paid by Company, Company agrees to pay all sales, use or other taxes applicable to the Services provided hereunder; excluding, however, taxes based upon Bank's net income.

5) **Overdrafts; Set-off.** If any actions by Company result in an overdraft in any of its accounts, Company shall be responsible for immediately covering the overdraft (with immediately available funds), together with interest thereon at a per annum rate equal to the Bank's then-current rate for commercial customer overdrafts. Notwithstanding the foregoing, Bank shall have no duty or obligation to honor or affect any transfer which will result in an overdraft in any of Company's accounts nor shall Bank have any liability resulting there from or for dishonoring items where our exercise of the right of setoff results in insufficient funds in the account. Bank may set off any amount owed to it in connection with the Services performed against any deposit account of Company held by Bank or any of its affiliates or against any other amount owed Company by Bank or any of its affiliates.

6) **Credit Limits; Documentation.** If the Services selected by Company may result in credit exposure to Bank, Bank may limit Company's transaction volume or dollar amount and refuse to execute transactions that exceed any such limit. Company shall, upon Bank's request from time to time, provide to Bank financial information and statements and such other documentation as Bank determines to be reasonably necessary or appropriate to enable Bank to evaluate its credit exposure and Company's credit worthiness. Company shall provide to Bank, as Bank may request from time to time, such documentation (such as resolutions, incumbency certificates, authorizations, agreements and other documents) relating to (without limitation) Company's authority to contract for the Services and/or Company's establishment of any deposit accounts.

7) **Security Procedures.**

a) As part of the parties' agreed-upon security procedures, Company agrees to monitor its account activity and report any unauthorized activity as required herein or under any other applicable Bank agreements, including but not limited to, the applicable deposit account agreement. The Documents applicable to a particular Service will describe certain security procedures to be implemented by Bank and such security procedures are thereby agreed to by Company. In addition, if any Service offers security procedures to be implemented and followed by Company, Company agrees to those Bank-offered security procedures (as they may be amended from time to time), agrees that it shall be solely responsible to assure that such security procedures are properly implemented and followed, and further agrees that it shall be deemed to have refused any such security procedure that it fails to properly implement or follow. Company agrees that Bank may from time to time update or amend any Documents describing security procedures and that Company's continued use of the Services after being provided with notice of such updates constitutes Company's agreement to the same. If Company knows or suspects that such security procedures have been or are breached or violated, Company shall immediately notify Bank of any such breach or violation. Furthermore, Company agrees that, in addition to the security procedures referenced above, Bank may implement other security procedures that may not be disclosed or visible to Company because the public disclosure or dissemination of such security procedures (or certain details related

thereto) could jeopardize or diminish the intended effectiveness. Company agrees that any instructions to restrict the acceptance of payment orders initiated in Company's name shall not be valid or binding upon Bank unless and until (i) such instruction is established either (x) in accordance with the security procedures detailed in the applicable Documents; (y) by a written agreement that is duly executed by both parties; or (z) by written instruction delivered to Bank at the address provided for herein for notices and provided Bank confirms to Company in writing its acceptance of the instruction and the instruction does not otherwise violate a written agreement between Bank and Company (the parties expressly agree that instructions provided to, or purportedly agreed to by Bank, via electronic means shall not constitute a written agreement or written instruction in conformance with the agreed upon procedures herein); and (ii) Bank has had a reasonable opportunity to act upon such instructions. Bank may act upon instructions given by other means, but doing so shall not constitute any course of dealing or other basis for altering the otherwise agreed upon procedure described herein.

Miscellaneous. Company acknowledges that its selection and use of any Service will be based upon a consideration of numerous factors including, but not limited to, the convenience, features, functionality, risk, and costs (direct and indirect; incurred or saved) associated with the Service; Company's internal fraud-prevention and risk-mitigation measures; and Company's tolerance for risk of loss.

- b) At all times during Company's use of a Service, Company continually acknowledges and agrees with respect to the Service that (each to the extent applicable to the Service):
- i) Company expressed to Bank its wishes, if any, regarding which security procedures are preferred as well as all Company circumstances, including but not limited to, the size, type, frequency, and volume of transactions that Company contemplates undertaking, that would be relevant for the parties to determine whether the Bank-offered security procedures are suitable for Company;
 - ii) If Bank offered Company the ability to select among alternative Bank-offered security procedures, then Company made the informed decision to choose the security procedure that it deems most appropriate;
 - iii) The Bank-offered security procedures are suitable for Company; and
 - iv) **The authenticity of any payment order issued to the Bank in the name of Company as sender will be effective as the order of Company, whether or not authorized, so long as Bank verified the payment order in good faith and in compliance with the agreed-upon security procedures and Company shall indemnify and hold Bank harmless against any damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) incurred by Bank relating thereto.**
- c) In addition to the above acknowledgements in section 7(b), if at any time Company refuses any Bank-offered security procedure(s), Company also acknowledges and agrees that (each to the extent applicable to the Service):
- i) To the extent that Company's chosen security procedures increase Company's risk of loss, Company accepts that risk because Company's chosen security procedures offer Company greater convenience and/or reduce Company's overall costs when compared to the Bank-offered security procedure(s) that were refused and which are otherwise suitable for Company;
 - ii) Company's chosen security procedures are and shall be deemed to be "commercially reasonable," both for Company's circumstances and under applicable law; and
 - iii) **Company will be bound by any payment order, whether or not authorized, issued in Company's name and accepted by Bank in compliance with the security procedures that Company selected and Company shall indemnify and hold Bank harmless against any damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) incurred by Bank relating thereto.**
- d) To the extent a transaction is governed by Article 4A of the Uniform Commercial Code ("UCC"), Company agrees that Bank is not an insurer against fraud and that the security procedures referenced herein, the obligations of Company to regularly and timely monitor its accounts activity, as well as any other security procedures implemented by Bank (whether or not disclosed to Company) and agreed to by Company by way of Section 7(a)

above, (i) are designed to verify that a payment order or communication amending or cancelling a payment order is that of Company and (ii) shall collectively constitute Bank's "security procedure(s)" for purposes of Article 4A of the UCC and shall be considered as such by a court when determining whether Bank's security procedures are commercially reasonable.

8) **Standard of Care.**

- a) **Unless a different standard of care is specified herein or in the relevant Service Agreement, Company agrees that Bank shall perform its duties and obligations under the Service Agreements in accordance with the customary commercial practices of Bank and, subject to the limitations and exceptions set forth in Section 9 below, Bank shall not be liable for any act done or step taken or omitted by Bank in accordance with the customary commercial practices of Bank.** The parties hereby agree that the Services have several unique characteristics that relate to Bank's duty of care. For example, most of the Services involve large volumes of items or transactions that are processed in a highly automated environment. The procedures set forth in the Documents for each Service have been designed in light of those characteristics to maximize Company's ability to use such Service in an efficient manner while minimizing its cost and inconvenience.
- b) The process by which Bank selects and uses facilities, equipment, personnel and third party service providers in connection with the activities to be performed under the respective Service Agreements and this Treasury Services Agreement, shall be conducted in accordance with the customary commercial practices of Bank. **However, Company acknowledges that Bank shall not be liable for any act or omission of Company or any third party, or for any charges imposed by any third party contracted by Company or at the request of Company.** Furthermore, each Service Agreement shall constitute a contract solely between Bank and Company, and Bank shall have no liability thereunder to any third party.

- 9) **Limitation of Liability; No Warranties.** Unless a different limit on Bank's liability is specified in the relevant Service Agreement, Bank's liability will be limited as set forth herein. **Except for matters governed by Article 4A of the UCC, Bank's liability shall be limited to actual damages sustained by Company, not to exceed the fees paid by Company for the relevant Service during the twelve (12) month period prior to the event causing such damages, that are a direct result of Bank's failure to act in good faith and exercise ordinary care (as measured by the applicable standard of care set forth in Section 8 above).** Bank's liability is conditioned upon Company taking actions to mitigate any losses, giving written proof of all losses and providing reasonable cooperation in investigating the claim. Bank's liability is further conditioned upon Company bringing any action against Bank with respect to such claim within one (1) year after the claim is capable of ascertainment. Furthermore, Company shall transfer any rights and claims it has against third parties to Bank and will cooperate with Bank in recovery efforts if Bank reimburses Company for any losses hereunder. **In no event shall Bank be liable for special, incidental, punitive, indirect or consequential loss, cost, expense or damage of any kind, including lost profits (even if advised of the possibility of such loss, cost, expense or damage).** Company acknowledges that Bank provides the Services on an "as is" and "as available" basis and that Bank has not and does not make any representations or warranties of any kind or nature, directly or indirectly, express or implied, oral or written, statutory or otherwise, with respect to the Services, including all implied warranties or merchantability, fitness for a particular purpose, and any warranties arising from a course of dealing, usage, or trade practice whether arising by operation of law or otherwise. **Without limiting the foregoing, Bank does not warrant that the Services will be uninterrupted or error-free.**

For transfers governed under Article 4A of the UCC, Bank will compensate Company, **conditioned upon Company notifying Bank within thirty (30) days after a confirmation, report, statement or other document reflecting the relevant transaction is sent or made available to Company,** for Company's loss of interest on funds as a direct result of Bank's failure to comply with such law in executing a transfer; such compensation shall be based upon the Fed Funds Rate at the Federal Reserve Bank of New York in effect at the time of the claimed loss of interest (as determined by Bank in its reasonable discretion). Bank shall not be liable for Company's attorneys' fees in connection with any claim for loss of interest, or otherwise.

- 10) **Indemnity.** Except to the extent arising from the Bank's failure to meet the standard of care as set forth in Section 8 herein, Company agrees to defend, indemnify, protect and hold Bank, its affiliates and their respective officers, directors, employees, attorneys, agents and representatives harmless from and against

any and all liabilities, claims, damages, losses, demands, fines (including those imposed by any Federal Reserve Bank, clearing house or funds transfer system), judgments, disputes, costs, charges and expenses (including litigation expenses, other costs of investigation or defense and reasonable attorneys' fees) which relate in any way to the Services or any Documents, including, but not limited to, those caused by: (a) Company's failure to comply with any of the provisions of this Treasury Services Agreement or the Documents, (b) the failure of any of Company's representations or warranties to be true and correct in all respects at any time or (c) Bank following any of Company's instructions.

- 11) **Force Majeure.** Bank shall bear no responsibility for non-performance of any Services caused by, or relating to, an event beyond Bank's control, including, without limitation, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, sabotage, labor shortage, lockout, strike, unavoidable accident, acts of God, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency or catastrophe that prevents or materially interferes with Bank's normal operations.
- 12) **Resolution of Disputes; Waiver of Jury Trial and of Right to Participate in a Class Action.** As a precondition to seeking redress in a court of law or through an arbitrator, as permitted herein, the parties agree that for any dispute with respect to the terms and conditions of this Treasury Services Agreement or any Documents, or any subject matter referred to in or governed by this Treasury Services Agreement or any Documents, the parties will use all reasonable efforts to attempt to resolve the dispute in good faith by senior level negotiations. This includes but is not limited to, referring the dispute by a written request to an officer of each party who has authority to resolve the dispute and who is not directly involved with the subject matter of the Services under this Treasury Services Agreement who shall meet within fifteen (15) days from the dispatch of the written request in order to attempt to resolve the dispute. **Company and Bank hereby waive (a) the right to a trial by jury on any matters arising out of the Documents or the transactions contemplated therein and (b) the right to bring or participate in any class or other representative action in court or arbitration.** Furthermore, excluding claims and controversies any part of which are governed by Article 4A of the UCC, as well as Bank's exercise of any set-off, self-help and other similar remedies or Bank's realization on any contractual security interests, all claims or controversies relating to any services provided hereunder shall be resolved through final and binding arbitration to be conducted in St. Louis County, Missouri and in accordance with the United States Arbitration Act (Title 9, U.S. Code) under the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered in such arbitration may be entered in any court of competent jurisdiction.
- 13) **Governing Law; Jurisdiction and Venue.** The Documents shall be governed by, and interpreted in accordance with, the laws of the State of Missouri without giving effect to the conflicts of law principles thereof that would require application of the law of a different jurisdiction. With respect to any suit, action or proceedings relating to any dispute arising out of or in connection with the Documents ("Proceedings"), but excluding any claim or controversy required to be submitted to arbitration as detailed here, each party irrevocably (a) submits to the exclusive jurisdiction and venue of the courts located in St. Louis County, Missouri; (b) waives any objection which it may have at any time to the laying of venue of any proceedings brought in any such court; (c) waives any claim that such proceedings have been brought in an inconvenient forum; (d) waives the right to object, with respect to such proceedings, that such court does not have any jurisdiction over such party; and (d) agrees to bring any suit, action or proceeding solely in any such court.
- 14) **Term.** Each Service Agreement and its related Documents shall continue until terminated by either party upon thirty (30) days' prior written notice; provided, however, each Service Agreement and its related Documents shall automatically terminate without notice (a) upon the filing by or against Company of any bankruptcy petition or a petition for the appointment of a receiver, or upon the filing of any other action alleging, or if a determination is made, that Company is insolvent, (b) in the event that Company's designated accounts with Bank are closed, (c) upon termination of a third party contract which is necessary for Bank's performance of the Services, or (d) if either Bank or Company is hereafter prohibited by law from performing or contracting for the Services. Bank may also terminate any Service Agreement along with its related Documents immediately with or without notice if Bank determines that Company has failed to maintain a financial condition deemed necessary by Bank in its sole discretion, or Company has materially breached any agreement between Company and Bank.
- 15) **Counterparts; Electronic and Facsimile Signatures.** Any executable Document may be executed in multiple

counterparts, each of which shall be deemed an original but together shall constitute only one agreement, and delivery of any executable Document bearing a facsimile signature or signature reproduced by PDF or other reproductive format shall have the same force and effect as if the Document bore an inked original signature. If Company at any time authorizes or permits utilization of a facsimile signature for any "authorized signature," Bank shall be entitled to honor and charge Company for all checks and other orders for payment of money so signed, regardless of by whom or what means the purported or actual facsimile signature may have been affixed thereto, if such orders are drawn in Company's name. Company agrees that all previous, present and future authorizations shall continue in full force and effect until Bank is advised in writing to the contrary and until Bank shall have had a reasonable opportunity to act upon such advice.

- 16) **Business Purpose; Company Delegates.** Company agrees that the Services to be performed or provided by Bank will be used by Company solely for business or commercial purposes and not for personal, family, or household purposes. Certain Services shall require Company to designate one or more administrators or users ("delegates"), who may designate additional delegates, in order to assist Company in implementing and using the Service as well as to receive Service-related communications and Documents on Company's behalf. Except as otherwise provided herein, Company shall be solely responsible and liable for all acts or omissions of a delegate, as well as all transactions purportedly initiated or authorized by these delegates. If Company permits any person or entity other than the documented delegate to perform any duty or responsibility of a delegate, Company shall be deemed to have authorized that person to act as a delegate and perform duties of a delegate on Company's behalf.
- 17) **Severability; Survivability.** If any term, clause, or provision of this Agreement or any other Document shall be determined by a court of competent jurisdiction or arbitrator(s) to be void, invalid, or unenforceable as written, such invalidity shall not affect the validity or operation of any other term, clause, or provision and such invalid term, clause, or provision shall be severed from the Agreement or Document and superseded by a valid, enforceable term, clause, or provision that most closely matches the intent of the original term, clause, or provision and the remainder of the Agreement or Document shall continue in effect. The following provisions, as well as any other provisions which by their nature should survive, shall survive termination of this Agreement: 3; 5; 7)b)iv); 7)c)iii); 7)d); 8; 9; 10; 12; 13; and 17.
- 18) **Headings; Complete Agreement.** Headings are used for reference purposes only and shall not be deemed a part of this Treasury Services Agreement. The parties hereto acknowledge that each has read the Service Agreements, Service Manuals, and this Treasury Services Agreement, understands them, had the opportunity to submit them for review by competent legal counsel, and agrees to be bound by the respective terms thereof. On behalf of the Company, the undersigned hereby agrees that Bank may make available certain Documents to the Company's selected user of a Service and that by making such Documents available to the user the Company hereby acknowledges and accepts to be bound by those Documents. The parties further agree that the Documents, including any amendments thereto, and the applicable deposit account agreement, shall constitute the complete and exclusive expression of the agreements between the parties, and shall specifically supersede all other proposals (whether oral or written), understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating to the subject matter of all of the foregoing. In the event of a conflict between the Documents and applicable deposit account agreement, the Documents shall control unless the applicable deposit account agreement specifically identifies the Documents (collectively or individually) and states that the applicable deposit account agreement will be controlling in the event of a conflict.
- 19) **Amendments; Assignments.** Bank may amend, update, or change this Treasury Services Agreement, any Service Agreement, Service Manual, or any other Document at any time. Company hereby agrees that Bank may provide notice to Company of such amendments, updates, or changes via (i) a written communication sent to Company's "Address for notice" as provided for herein; (ii) an electronic communication sent to any email address provided by Company to Bank in relation to any service provided hereunder; or (iii) an electronic communication posted within an electronic or online system utilized by Company under this Agreement. It is Company's responsibility to ensure its email address(es) on file with Bank is at all times appropriate for receiving such Bank communications and up-to-date. Bank's compliance with the preceding sentence and Company's continued use of the applicable Service thereafter shall constitute Company's acceptance to any amendments, changes, or updates. Bank will use reasonable efforts to provide notice to Company at least ten (10) days before the effective date of any amendment which in the reasonable opinion of Bank will materially alter the terms of this Treasury Services Agreement or any Service Agreement. Company may not assign this Treasury Services Agreement, any Service Agreement, or any of its rights or duties

hereunder or thereunder to any person or entity without Bank's prior written consent, and any attempted assignment shall be null and void.

- 20) **Notices.** Except as otherwise provided herein, all notices required or permitted to be given hereunder shall be effective when received if hand delivered, or when delivered to a nationally recognized overnight courier, and addressed to the respective parties at the addresses set forth below the respective signature lines contained herein, or to such other address as either party shall have specified in writing to the other.
- 21) **Binding Agreement; Benefit.** The Documents shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, permitted successors and permitted assigns. Except as agreed to in writing by the parties, this Treasury Services Agreement as well as any applicable Service Agreements and Service Manuals shall not be deemed to be entered into for the benefit of any other person or entity, and no other person or entity shall have any right against Bank or Company hereunder or thereunder.
- 22) **Electronic Records.** The undersigned agrees on behalf of Company that this Treasury Services Agreement, applicable Service Agreements, and all paper records related to the Services with which this Treasury Services Agreement is a part and whether or not the paper records were submitted in advance of, contemporaneously with or subsequent to, the execution of this document may, at the option of Bank, be converted by any digital or electronic method or process to an electronic record or subsequently further converted or migrated to another electronic record format or electronic storage medium. The undersigned further agree that upon conversion to an electronic record as authorized herein such electronic record shall be the record of the transaction and the electronic record shall have the same legal force and effect as the paper documents from which it was converted. The undersigned waives any legal requirement that any documents digitally or electronically converted be embodied, stored, or reproduced in a tangible media. The undersigned further agrees that a printed or digitally reproduced copy of the electronic record shall be given the same legal force and effect as an original signed writing. In addition, the undersigned authorizes and agrees to destruction of the paper documents by Bank upon conversion of the paper documents to a digital or electronic record.

City Of Willard
Company

Commerce Bank

Please Print Name

Please Print Name

By: _____
Signature Date

By: _____
Signature of Bank Officer Date

Title

Title

Address for notice: _____

Address for notice: Commerce Bank
Treasury Services, BB17-2
P.O. Box 419248
Kansas City, MO 64141-6248

Contact name: _____

Phone number: _____

Tax I.D.: _____

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 9

Ordinance authorizing the Mayor to sign a contract with Mediacom for the Public Works Building. (1st and 2nd Read). Discussion/Vote.



BUSINESS FACILITIES AGREEMENT FOR CATV, MEDIACOM ONLINE SERVICES AND MEDIACOM BUSINESS PHONE

MCC Missouri LLC ("Mediacom") City of Willard ("Customer") Federal Tax ID #: 43-0390176 Billing Address: P.O.Box 187 Willard Mo. 65781

Premises: The real estate and improvements commonly known as City of Willard located at 108 W. Jackson St. Willard Mo. 65781 (the "**Premises**").

*** For those customers purchasing Business Phone Services please be aware that Company contracts with its affiliate MCC Telephony of Missouri, LLC, for the provision of those services. Customers not purchasing Business Phone Services may disregard this statement.

Mediacom operates a cable television system serving an area that includes the Premises (the "**System**"). The television programming, Internet access, Business Phone and other services that Mediacom from time to time offers to subscribers through the System are referred to as "**Mediacom Services**." Customer agrees to purchase from Mediacom, during the Service Term specified below, the Mediacom CATV Service, Mediacom Online Service and/or Mediacom Business Phone (collectively, the "**Services**") solely for use by Owner, employees and invitees while on the Premises.

This Agreement contains the terms for Customer's use of the Mediacom Services it orders as provided below. References to "this Agreement" are to the following, collectively: (i) this form, (ii) the referenced General Terms (the "**General Terms**"), (iii) any Operating Policies applicable to the users of any Mediacom Service generally, (iv) in the case of Mediacom Business Phone, tariffs, and (v) any other terms that are made applicable to any such Mediacom Service pursuant to the General Terms or such Operating Policies, tariffs or Service Guide, in each case as amended, supplemented or otherwise modified from time to time in accordance with the provisions of this Agreement.

Service:	Term of Service: 3 year	Quantity	Monthly Rate/Service	Total Monthly Rate	Installation Fee/Set Up
Business Bundles:					
Small Business Bundle (1-4 lines w/ unl. LD) Number of lines: N/A					
*Internet Service Included: N/A					
Internet Access Services:					
High Speed Data 10/1		1	\$ 69.95	\$ 69.95	\$
Static IP Addresses: N/A			\$	\$ 0.00	\$
Commercial Wi-fi Router/Modem service (not compatible with static IP)			\$	\$ 0.00	\$
Web Hosting Service N/A			\$	\$ 0.00	\$
Telephone Services:					
Primary Phone Lines – includes nationwide long distance					
Additional Phone Lines:					
Additional Basic Line (\$0.045/min LD)					
Additional White Page Listing (additional listings are \$6.99/month)					
Toll Free Service Interstate Rate \$0.02 Intrastate Rate N/A Billing 18/6					
Video Services					
Basic Service Limited Basic Promo includes N/A					
Additional Outlets					
Additional Equipment N/A					
DVR Service					
Digital Music Choice					
Total Monthly and Installation Fee				\$ 69.95	\$

Listed fees/charges do not include federal, state and local taxes, copyright fees, FCC fees, franchise fees or pass-throughs and other governmental charges or pass-throughs from time to time levied upon the services or other items furnished, which will be added to invoices. Due upon activation of the applicable service. Any Promotional Fee applies for the stated number of months, after which the Regular Fee applies. If no Promotional Fee is indicated, Regular Fee applies throughout Service Term.

START DATE; EVALUATION PERIOD: Promptly after the Effective Date (as defined below), Mediacom will conduct a more detailed evaluation of the actions and items (such as easements) needed to provide Service and a more precise accounting of its related costs, and Mediacom may determine, based on such evaluation, that it cannot or is unwilling to provide the Service on the terms stated herein. Accordingly, by notice to Customer given within 20 business days after the Effective Date, Mediacom may elect to terminate this Agreement without further liability or obligation. If Mediacom does not exercise such termination right, it will provide Customer with an estimate of the Start Date (as defined below) and any construction costs associated with providing Service. Unless otherwise agreed to, construction costs are recovered in the price of the Service. However, in the event that Customer cancels the Service between the Effective Date and the Start Date and Mediacom has expended dollars to construct to Customer, Customer agrees to reimburse Mediacom for such construction costs as a condition of cancellation. Mediacom will advise Customer of a new estimated Start Date if it becomes aware that there will be a significant delay beyond the original estimated date. If the Start Date does not occur within 90 days after the original estimated Start Date, Customer may, as its sole right and remedy, terminate this Agreement by giving Mediacom written notice within seven days after such 90-day period expires, unless the delay results from Customer's act or omission or any force majeure event. The "Start Date" will be the first date that the Service is made available by Mediacom for regular use at the Premises as specified in a written notice from Mediacom to Customer.

30 DAY MONEY BACK GUARANTEE: Customers who are not 100% satisfied with any Mediacom Business service may disconnect during the first 30 days and receive a full refund of the monthly service fee and standard installation fee actually paid. Equipment must be returned within 7 days of termination. Non-standard installation charges, such as construction costs, are additional costs and are not part of the 30-day money back guarantee. Guarantee does not apply to Fiber, PRI or Bulk (Fiber / HSD) services.

SERVICE AND AGREEMENT TERMS: Unless earlier terminated pursuant to this Agreement, for billing purposes, begins on the Start Date and ends 36 months following the Start Date. This Agreement will automatically renew at the then current rates for successive one-month terms (each, a "Renewal Term", with all Renewal Terms and the Initial Term collectively being the "Term") upon the expiration of the Initial Term or any Renewal Term, unless earlier terminated pursuant to this Agreement or either party notifies the other in writing at least 30 days prior to the end of the then-current term that it does not wish to renew.

By its signature below, each party acknowledges that it has read this Agreement (including the General Terms and incorporated terms located at http://www.mediacombusiness.com/files/MediacomBusiness_General_Terms_4.pdf) and agrees to its terms effective as of date signed by Customer ("Effective Date").

MCC Missouri LLC

CUSTOMER: CITY OF WILLARD

By:

By: Corey L Hendrickson
Corey L Hendrickson (Aug 15, 2016)

Printed Name: Steve Purcell

Printed Name: _____

Title: Regional Vice President

Title: Mayor

Name(s) of Authorized Account Representatives for Customer: Rick Smith