

# **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**

**October 15, 2019**

**7:00 p.m.**

**Willard City Hall**

**224 W. Jackson Street**

#### **Mayor**

**Corey Hendrickson**

#### **Board Members**

**Clark McEntire**

**Donna Stewart**

**Sam Baird – Mayor Pro-Tem**

**Samuel Snider**

**Larry Whitman**

**Jon Jones**

**[www.cityofwillard.org](http://www.cityofwillard.org)**

**CITY OF WILLARD  
BOARD OF ALDERMEN  
REGULAR MEETING  
October 15, 2019  
7:00 P.M.**

Posted October 9, 2019.

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at **7:00 p.m.** October 15, 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 September 23, 2019.
  - b. September/October 2019 Outstanding Invoices, Check and Draft Paid Invoices.
  - c. Department Head Reports.
- 4. Discussion/Vote on current Outstanding Invoices, draft and Check Paid Invoices for September/October 2019.**
  - 5. Citizen Input.**
  - 6. Proclamation for Willards Third Annual Veteran’s Day Parade.**
  - 7. Proclamation recognizing the support for area Veteran’s.**
  - 8. Discussion/Vote on ordinance #190923 to change the distance requirements for churches to the same distance requirements as those provided for schools and daycares.**
  - 9. Ordinance accepting the agreement with KPM CPA’s for Auditing Services. (1<sup>st</sup> Read) Discussion/Vote.**
  - 10. Discussion/Vote authorizing the Mayor to sign the Promulgation Statement for the Emergency Operations Plan.**

**11. New Business.**

**12. Unfinished Business.**

**13. 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.

Jennifer Rowe  
City Clerk



Agenda Item#

## 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 September 23, 2019.
- b. September/October 2019 Outstanding Invoices, Check and Draft Paid Invoices.
- c. Department Head Reports.

**CITY OF WILLARD  
BOARD OF ALDERMEN  
REGULAR MEETING  
September 23, 2019  
7:00 p.m.**

Staff present: City Administrator, Brad Gray; City Clerk, Jennifer Rowe; Director of Development, Randy Brown; Planning Assistant, Abby Brixey; and Finance Director, Carolyn Halverson.

The City Attorney Ken Reynolds was not present.

Citizens in attendance: Mindy Latham and Chloe Vokele.

**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 McEntire-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.**

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

**Consent Agenda.**

Alderman Jones informed the Board of the change requested on the Medical Marijuana Discussion to change the Student Representatives vote from aye to nay. Motion was made by Alderman Jones and seconded by Alderman McEntire to approve the Consent Agenda with changes. Motion carried with a vote of 4-0. Voting aye: Aldermen McEntire, Whitman, Baird and Jones. Alderman Stewart abstained. Student Representative Bradley Cooper also voted aye.

Alderman Snider arrived at this time.

**Discussion/Vote to approve current August/September 2019 Outstanding Invoices, Check and Draft Paid Invoices.**

Motion was made by Alderman Whitman and seconded by Alderman Jones to approve the current August/September 2019 Outstanding Invoices, Check and Draft Paid Invoices. Motion carried with a vote of 6-0. Voting aye: Aldermen McEntire, Snider, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

**Citizen Input.**

Mayor Hendrickson welcomed SGA student Chloe Vokele. Ms. Vokele introduced herself.

**Discussion/Vote to accept the bid for Auditing Services.**

Finance Director Carolyn Halverson discussed the bid received for Auditing Services. Discussion was made on the bid process and companies contacted. Ms. Halverson stated that KPM CPA's was the only bid received and she recommends accepting their bid. This would be for one year with renewable contract for 4 years. The

City was open to rebid next year if desired. Motion was made by Alderman Baird and seconded by Alderman Stewart to accept the bid by KPM CPA's for Auditing Services. Motion carried with a vote of 6-0. Voting aye: Aldermen McEntire, Snider, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

**Discussion/Vote on the bids for Miller Road Project.**

Director of Development Randy Brown discussed the bids received for the Miller Road Project. Discussion was made on options for the project and discussions with the Engineers. Mr. Gray stated that he was waiting on new information from Great River Engineering and would be bringing something back to the Board at a later date. Mr. Brown recommended that the Board reject the bids so Staff could research more options. Motion was made by Alderman Baird and seconded by Alderman Jones to reject the bids received for the Miller Road Project. Motion carried with a vote of 6-0. Voting aye: Aldermen McEntire, Snider, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

**Ordinance amending Chapter 400 of the Land Development Regulations of the Willard Municipal Code regarding Medical Marijuana. (1st & 2nd Read) Discussion/Vote.**

Planning Assistant Abby Brixey discussed the changes to the Ordinances requested by the Board at the previous Meeting. Discussion was made on distance requirements and churches. Alderman Snider stated that he was concerned with the proposed distance requirements if recreational use ends up being approved by the State and then sold in the approved Medical Marijuana locations within Willard.

Discussion was then made on the security of the facilities and potential to treat these like pharmacies.

The first read was conducted by the City Clerk.

Motion was made by Alderman Snider to keep all of the distance requirements the State set and add Churches back in with a buffer. No seconds on the Motion so Motion failed.

Motion was made by Alderman Baird and seconded by Alderman McEntire to approve the Ordinance as read. Motion carried with a vote of 4-2. Voting aye: Aldermen McEntire, Stewart, Whitman and Baird. Voting nay: Aldermen Snider and Jones. Student Representative Bradley Cooper also voted nay.

The second read was conducted by the City Clerk.

Motion was made by Alderman Whitman and seconded by Alderman Stewart to approve the Ordinance as read. Motion carried with a vote of 4-2. Voting aye: Aldermen McEntire, Stewart, Whitman and Baird. Voting nay: Aldermen Snider and Jones. Student Representative Bradley Cooper also voted nay.

**New Business.**

Mr. Gray reminded the Board that the next scheduled Board of Aldermen Meeting had been moved to Tuesday October 15<sup>th</sup>, as that Monday was a holiday.

Alderman Baird discussed the training budget for Elected Officials. Discussion was made on requiring feedback from Elected Officials after they complete training each time.

Alderman Snider discussed the smell around town. Discussion was made on the cause and feedback received.

**Unfinished Business.**

None.

**Recess.**

Motion was made by Alderman Jones and seconded by Alderman Stewart to Recess at 8:25 p.m. Motion carried with a vote of 6-0. Voting aye: Aldermen McEntire, Snider, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

**Open Executive Session.**

Motion was made by Alderman and seconded by Alderman to open the Executive Session at 8:35 p.m. Motion carried with a vote of 6-0. Voting aye: Aldermen McEntire, Snider, Stewart, Whitman, Baird and Jones.

**Close Executive Session.**

Motion was made by Alderman and seconded by Alderman to close the Executive Session at 9:10 p.m.  
Motion carried with a vote of 6-0. Voting aye: Aldermen McEntire, Snider, Stewart, Whitman, Baird and Jones.

**Adjourn.**

Motion was made by Alderman and seconded by Alderman to Adjourn. Motion carried with a vote of 6-0.  
Voting aye: Aldermen McEntire, Snider, Stewart, Whitman, Baird and Jones.

**The meeting was adjourned at 9:11 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 – September & October 2019**



# Pending Expense Approval Report - 1

## By Vendor Name

Post Dates 09/25/2019 - 10/08/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: REP425 - ALLIED SERVICES, LLC</b>					
<b>Vendor: REP425 - ALLIED SERVICES, LLC</b>					
ALLIED SERVICES, LLC	0394-005921168	10/08/2019	TRASH SERVICE - GEN/LAW/W/S/PKS	10-100-62300	48.56
ALLIED SERVICES, LLC	0394-005921168	10/08/2019	TRASH SERVICE - GEN/LAW/W/S/PKS	10-200-62300	32.65
ALLIED SERVICES, LLC	0394-005921168	10/08/2019	TRASH SERVICE - GEN/LAW/W/S/PKS	20-600-62300	82.70
ALLIED SERVICES, LLC	0394-005921168	10/08/2019	TRASH SERVICE - GEN/LAW/W/S/PKS	20-700-62300	82.69
ALLIED SERVICES, LLC	0394-005921168	10/08/2019	TRASH SERVICE - GEN/LAW/W/S/PKS	30-800-62300	252.38
<b>Vendor REP425 - ALLIED SERVICES, LLC Total:</b>					<b>498.98</b>
<b>Vendor REP425 - ALLIED SERVICES, LLC Total:</b>					<b>498.98</b>
<b>Vendor: BID100 - BILLIE DECKARD</b>					
<b>Vendor: BID100 - BILLIE DECKARD</b>					
BILLIE DECKARD	092419	10/08/2019	CONFERENCE MEALS & FUEL REIMBURSEMENT - LAW	10-200-56900	144.31
<b>Vendor BID100 - BILLIE DECKARD Total:</b>					<b>144.31</b>
<b>Vendor BID100 - BILLIE DECKARD Total:</b>					<b>144.31</b>
<b>Vendor: BMS150 - BRENNTAG MID-SOUTH, INC.</b>					
<b>Vendor: BMS150 - BRENNTAG MID-SOUTH, INC.</b>					
BRENNTAG MID-SOUTH, INC.	BMS390209	10/08/2019	LIQUID CHLORINE - WATER	20-600-50300	1,448.89
<b>Vendor BMS150 - BRENNTAG MID-SOUTH, INC. Total:</b>					<b>1,448.89</b>
<b>Vendor BMS150 - BRENNTAG MID-SOUTH, INC. Total:</b>					<b>1,448.89</b>
<b>Vendor: CFS100 - CANON FINANCIAL SERVICES, INC</b>					
<b>Vendor: CFS100 - CANON FINANCIAL SERVICES, INC</b>					
CANON FINANCIAL SERVICES,	20586005	10/08/2019	COPIER RENTAL - ALL DEPTS	10-100-55850	32.95
CANON FINANCIAL SERVICES,	20586005	10/08/2019	COPIER RENTAL - ALL DEPTS	10-200-55850	68.28
CANON FINANCIAL SERVICES,	20586005	10/08/2019	COPIER RENTAL - ALL DEPTS	10-250-55850	5.50
CANON FINANCIAL SERVICES,	20586005	10/08/2019	COPIER RENTAL - ALL DEPTS	10-400-55850	5.49
CANON FINANCIAL SERVICES,	20586005	10/08/2019	COPIER RENTAL - ALL DEPTS	20-600-55850	32.95
CANON FINANCIAL SERVICES,	20586005	10/08/2019	COPIER RENTAL - ALL DEPTS	20-700-55850	32.95
CANON FINANCIAL SERVICES,	20586005	10/08/2019	COPIER RENTAL - ALL DEPTS	30-800-55850	68.28
<b>Vendor CFS100 - CANON FINANCIAL SERVICES, INC Total:</b>					<b>246.40</b>
<b>Vendor CFS100 - CANON FINANCIAL SERVICES, INC Total:</b>					<b>246.40</b>
<b>Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES</b>					
<b>Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES</b>					
COMMERCE CREDIT CARD SE	26460117	10/08/2019	DOLLAR TREE DANCE SUPPLIES-PKS	30-800-50170	41.08
COMMERCE CREDIT CARD SE	671701002	10/08/2019	COMFORT INN - B DECKARD CONFERENCE LODGING - LAW	10-200-56900	441.00
COMMERCE CREDIT CARD SE	8237020	10/08/2019	AMAZON THUMB DRIVES (x10) - GEN	10-100-50700	25.88
COMMERCE CREDIT CARD SE	011376	10/08/2019	WALMART DANCE SUPPLIES- PKS	30-800-50170	38.85
COMMERCE CREDIT CARD SE	05681G	10/08/2019	DOLLAR GENERAL DANCE SUPPLIES-PKS	30-800-50170	4.32
COMMERCE CREDIT CARD SE	4399664	10/08/2019	EPIC SPORTS VOLLEYBALL RACK-PKS	30-800-50180	93.70
COMMERCE CREDIT CARD SE	5D9243B67FFA	10/08/2019	MWRA TRAINING CONFERENCE FEES - WATER	20-600-56950	220.00

Pending Expense Approval Report - 1

Post Dates: 09/25/2019 - 10/08/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COMMERCE CREDIT CARD SE	5D92528E87BC5	10/08/2019	MWRA TRAINING	20-600-56950	220.00
COMMERCE CREDIT CARD SE	22230	10/08/2019	CONFERENCE FEES - WATER		
COMMERCE CREDIT CARD SE	083842G	10/08/2019	ALTRA AED LEASE-PKS	30-800-56500	70.00
COMMERCE CREDIT CARD SE	1732225-1	10/08/2019	MENARDS GAS POWERED	10-300-52000	299.00
COMMERCE CREDIT CARD SE	1732225-1	10/08/2019	EDGER - STS		
COMMERCE CREDIT CARD SE	1732225-1	10/08/2019	USPS POSTAGE STAMPS -	10-100-50750	145.10
COMMERCE CREDIT CARD SE	1732225-1	10/08/2019	GEN/LAW/CT/P&D/W/S		
COMMERCE CREDIT CARD SE	1732225-1	10/08/2019	USPS POSTAGE STAMPS -	10-200-50750	3.30
COMMERCE CREDIT CARD SE	1732225-1	10/08/2019	GEN/LAW/CT/P&D/W/S		
COMMERCE CREDIT CARD SE	1732225-1	10/08/2019	USPS POSTAGE STAMPS -	10-250-50750	12.75
COMMERCE CREDIT CARD SE	1732225-1	10/08/2019	GEN/LAW/CT/P&D/W/S		
COMMERCE CREDIT CARD SE	1732225-1	10/08/2019	USPS POSTAGE STAMPS -	10-400-50750	1.10
COMMERCE CREDIT CARD SE	1732225-1	10/08/2019	GEN/LAW/CT/P&D/W/S		
COMMERCE CREDIT CARD SE	1732225-1	10/08/2019	USPS POSTAGE STAMPS -	20-600-50750	1.65
COMMERCE CREDIT CARD SE	1732225-1	10/08/2019	GEN/LAW/CT/P&D/W/S		
COMMERCE CREDIT CARD SE	1732225-1	10/08/2019	USPS POSTAGE STAMPS -	20-700-50750	1.10
COMMERCE CREDIT CARD SE	1732225-1	10/08/2019	GEN/LAW/CT/P&D/W/S		
<b>Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:</b>					<b>1,618.83</b>
<b>Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:</b>					<b>1,618.83</b>
<b>Vendor: CON165 - CONCO QUARRIES, INC</b>					
<b>Vendor: CON165 - CONCO QUARRIES, INC</b>					
CONCO QUARRIES, INC	491971	10/08/2019	ROCKY LANE SEWER LINE	20-700-51000	102.13
CONCO QUARRIES, INC	492135	10/08/2019	GRAVEL - PW		
CONCO QUARRIES, INC	492287	10/08/2019	ROCKY LANE SEWER LINE	20-700-51000	100.22
CONCO QUARRIES, INC	492287	10/08/2019	GRAVEL - PW		
CONCO QUARRIES, INC	492287	10/08/2019	ROCKY LANE SEWER LINE	20-700-51000	96.39
CONCO QUARRIES, INC	492287	10/08/2019	GRAVEL - PW		
<b>Vendor CON165 - CONCO QUARRIES, INC Total:</b>					<b>298.74</b>
<b>Vendor CON165 - CONCO QUARRIES, INC Total:</b>					<b>298.74</b>
<b>Vendor: BKM225 - DAVID BLAKEMORE</b>					
<b>Vendor: BKM225 - DAVID BLAKEMORE</b>					
DAVID BLAKEMORE	100119	10/08/2019	CELL PHONE	20-600-61000	25.00
DAVID BLAKEMORE	100119	10/08/2019	REIMBURSEMENT - W/S		
DAVID BLAKEMORE	100119	10/08/2019	CELL PHONE	20-700-61000	25.00
DAVID BLAKEMORE	100119	10/08/2019	REIMBURSEMENT - W/S		
<b>Vendor BKM225 - DAVID BLAKEMORE Total:</b>					<b>50.00</b>
<b>Vendor BKM225 - DAVID BLAKEMORE Total:</b>					<b>50.00</b>
<b>Vendor: DEL100 - DELL USA LP</b>					
<b>Vendor: DEL100 - DELL USA LP</b>					
DELL USA LP	3000047630826.1	10/08/2019	PD BATTERY BACKUP - LAW	10-200-52000	375.95
<b>Vendor DEL100 - DELL USA LP Total:</b>					<b>375.95</b>
<b>Vendor DEL100 - DELL USA LP Total:</b>					<b>375.95</b>
<b>Vendor: FLC100 - FUSION LINK COMMUNICATIONS, LLC</b>					
<b>Vendor: FLC100 - FUSION LINK COMMUNICATIONS, LLC</b>					
FUSION LINK COMMUNICATI	2196	10/08/2019	KIDS DIRECTORY	30-800-55200	130.00
FUSION LINK COMMUNICATI	2196	10/08/2019	ADVERTISING-PKS		
<b>Vendor FLC100 - FUSION LINK COMMUNICATIONS, LLC Total:</b>					<b>130.00</b>
<b>Vendor FLC100 - FUSION LINK COMMUNICATIONS, LLC Total:</b>					<b>130.00</b>
<b>Vendor: GLA200 - GLENN'S AUTOMOTIVE LLC</b>					
<b>Vendor: GLA200 - GLENN'S AUTOMOTIVE LLC</b>					
GLENN'S AUTOMOTIVE LLC	11095	10/08/2019	PD CAR 2 STRUT MOUNT	10-200-71000	243.95
GLENN'S AUTOMOTIVE LLC	11095	10/08/2019	REPAIRS - LAW		
GLENN'S AUTOMOTIVE LLC	11138	10/08/2019	PD CAR 2 ALIGNMENT - LAW	10-200-71000	70.00
GLENN'S AUTOMOTIVE LLC	11138	10/08/2019			
<b>Vendor GLA200 - GLENN'S AUTOMOTIVE LLC Total:</b>					<b>313.95</b>
<b>Vendor GLA200 - GLENN'S AUTOMOTIVE LLC Total:</b>					<b>313.95</b>

Pending Expense Approval Report - 1

Post Dates: 09/25/2019 - 10/08/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
<b>Vendor: GRR100 - GREAT RIVER ENGINEERING</b>						
<b>Vendor: GRR100 - GREAT RIVER ENGINEERING</b>						
GREAT RIVER ENGINEERING	16	10/08/2019	MILLER ROAD PROJECT # STBG 5944(803) - STS	10-300-95100	5,464.45	
					<b>Vendor GRR100 - GREAT RIVER ENGINEERING Total:</b>	<b>5,464.45</b>
					<b>Vendor GRR100 - GREAT RIVER ENGINEERING Total:</b>	<b>5,464.45</b>
<b>Vendor: GCT100 - GREENE COUNTY TREASURER</b>						
<b>Vendor: GCT100 - GREENE COUNTY TREASURER</b>						
GREENE COUNTY TREASURER	4th QUARTER	10/08/2019	4th QUARTER EMEMGENCY MANAGEMENT SERVICES - E	10-500-55600	4,085.00	
					<b>Vendor GCT100 - GREENE COUNTY TREASURER Total:</b>	<b>4,085.00</b>
					<b>Vendor GCT100 - GREENE COUNTY TREASURER Total:</b>	<b>4,085.00</b>
<b>Vendor: JKN100 - JASON KNIGHT</b>						
<b>Vendor: JKN100 - JASON KNIGHT</b>						
JASON KNIGHT	100119	10/08/2019	CELL PHONE REIMBURSEMENT - PKS	30-800-61000	50.00	
					<b>Vendor JKN100 - JASON KNIGHT Total:</b>	<b>50.00</b>
					<b>Vendor JKN100 - JASON KNIGHT Total:</b>	<b>50.00</b>
<b>Vendor: JAY580 - JAY KEY SERVICE, INC.</b>						
<b>Vendor: JAY580 - JAY KEY SERVICE, INC.</b>						
JAY KEY SERVICE, INC.	5428	10/08/2019	BAC ROOM EXTRA KEYS - LAW	10-200-52000	18.32	
					<b>Vendor JAY580 - JAY KEY SERVICE, INC. Total:</b>	<b>18.32</b>
					<b>Vendor JAY580 - JAY KEY SERVICE, INC. Total:</b>	<b>18.32</b>
<b>Vendor: JEW100 - JESSE WILLIAMS</b>						
<b>Vendor: JEW100 - JESSE WILLIAMS</b>						
JESSE WILLIAMS	699060	10/08/2019	DANCE SUPPLIES REIMBURSEMENT - PKS	30-800-50170	16.20	
					<b>Vendor JEW100 - JESSE WILLIAMS Total:</b>	<b>16.20</b>
					<b>Vendor JEW100 - JESSE WILLIAMS Total:</b>	<b>16.20</b>
<b>Vendor: JOE400 - JOE'S TIRE SHOP</b>						
<b>Vendor: JOE400 - JOE'S TIRE SHOP</b>						
JOE'S TIRE SHOP	310239	10/08/2019	VEHICLE TIRES (x2) - STS/W/S	10-300-71000	12.00	
JOE'S TIRE SHOP	310239	10/08/2019	VEHICLE TIRES (x2) - STS/W/S	20-600-71000	24.00	
JOE'S TIRE SHOP	310239	10/08/2019	VEHICLE TIRES (x2) - STS/W/S	20-700-71000	24.00	
					<b>Vendor JOE400 - JOE'S TIRE SHOP Total:</b>	<b>60.00</b>
					<b>Vendor JOE400 - JOE'S TIRE SHOP Total:</b>	<b>60.00</b>
<b>Vendor: LOS200 - LAKELAND OFFICE SYSTEMS</b>						
<b>Vendor: LOS200 - LAKELAND OFFICE SYSTEMS</b>						
LAKELAND OFFICE SYSTEMS	IN283330	10/08/2019	8/20 - 9/19 COPIES - PKS	30-800-50700	6.60	
LAKELAND OFFICE SYSTEMS	IN283331	10/08/2019	8/20 - 9/19 COPIES - LAW	10-200-50700	28.73	
LAKELAND OFFICE SYSTEMS	IN283332	10/08/2019	8/20 - 9/19 COPIES - GEN/CT/P&D/W/S	10-100-50700	44.53	
LAKELAND OFFICE SYSTEMS	IN283332	10/08/2019	8/20 - 9/19 COPIES - GEN/CT/P&D/W/S	10-250-50700	7.42	
LAKELAND OFFICE SYSTEMS	IN283332	10/08/2019	8/20 - 9/19 COPIES - GEN/CT/P&D/W/S	10-400-50700	7.42	
LAKELAND OFFICE SYSTEMS	IN283332	10/08/2019	8/20 - 9/19 COPIES - GEN/CT/P&D/W/S	20-600-50700	44.52	
LAKELAND OFFICE SYSTEMS	IN283332	10/08/2019	8/20 - 9/19 COPIES - GEN/CT/P&D/W/S	20-700-50700	44.52	
					<b>Vendor LOS200 - LAKELAND OFFICE SYSTEMS Total:</b>	<b>183.74</b>
					<b>Vendor LOS200 - LAKELAND OFFICE SYSTEMS Total:</b>	<b>183.74</b>
<b>Vendor: LMD100 - LANDMARK DODGE</b>						
<b>Vendor: LMD100 - LANDMARK DODGE</b>						
LANDMARK DODGE	100719	10/08/2019	2020 DODGE CHARGER POLICE VEHICLE - LAW	10-200-95500	22,480.00	

Pending Expense Approval Report - 1

Post Dates: 09/25/2019 - 10/08/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LANDMARK DODGE	CM0000242	10/08/2019	PD VEHICLE TRADE-IN CREDIT - LAW	10-200-95500	-3,500.00
<b>Vendor LMD100 - LANDMARK DODGE Total:</b>					<b>18,980.00</b>
<b>Vendor LMD100 - LANDMARK DODGE Total:</b>					<b>18,980.00</b>

**Vendor: LOK155 - LAW OFFICES OF KRISTOFFER BAREFIELD LLC**

**Vendor: LOK155 - LAW OFFICES OF KRISTOFFER BAREFIELD LLC**

LAW OFFICES OF KRISTOFFER	04745	10/08/2019	MUNICIPAL JUDGE FEES - CT	10-250-56400	939.12
<b>Vendor LOK155 - LAW OFFICES OF KRISTOFFER BAREFIELD LLC Total:</b>					<b>939.12</b>
<b>Vendor LOK155 - LAW OFFICES OF KRISTOFFER BAREFIELD LLC Total:</b>					<b>939.12</b>

**Vendor: MAT100 - MATCO MECHANICAL CO INC.**

**Vendor: MAT100 - MATCO MECHANICAL CO INC.**

MATCO MECHANICAL CO INC.	100719	10/08/2019	ROCKY LANE SEWER EXTENSION - PW	20-700-51000	5,300.00
<b>Vendor MAT100 - MATCO MECHANICAL CO INC. Total:</b>					<b>5,300.00</b>
<b>Vendor MAT100 - MATCO MECHANICAL CO INC. Total:</b>					<b>5,300.00</b>

**Vendor: STI150 - MONRO INC**

**Vendor: STI150 - MONRO INC**

MONRO INC	107794	10/08/2019	TIRE REPAIR-PKS	30-800-71000	26.99
<b>Vendor STI150 - MONRO INC Total:</b>					<b>26.99</b>
<b>Vendor STI150 - MONRO INC Total:</b>					<b>26.99</b>

**Vendor: NET100 - NETWATCH INC**

**Vendor: NET100 - NETWATCH INC**

NETWATCH INC	11854-IN	10/08/2019	SECURITY CAMERA REPAIRS - LAW	10-200-52000	95.00
<b>Vendor NET100 - NETWATCH INC Total:</b>					<b>95.00</b>
<b>Vendor NET100 - NETWATCH INC Total:</b>					<b>95.00</b>

**Vendor: ORE145 - O'REILLY AUTOMOTIVE, INC**

**Vendor: ORE145 - O'REILLY AUTOMOTIVE, INC**

O'REILLY AUTOMOTIVE, INC	2367-257996	10/08/2019	MOTOR OIL-PKS	30-800-71000	14.99
O'REILLY AUTOMOTIVE, INC	2367-252866	10/08/2019	VEHICLE FUSES-PKS	30-800-71000	19.99
O'REILLY AUTOMOTIVE, INC	2367-253966	10/08/2019	BRAKE FLUID - STS/W/S	10-300-71000	1.30
O'REILLY AUTOMOTIVE, INC	2367-253966	10/08/2019	BRAKE FLUID - STS/W/S	20-600-71000	2.59
O'REILLY AUTOMOTIVE, INC	2367-253966	10/08/2019	BRAKE FLUID - STS/W/S	20-700-71000	2.60
O'REILLY AUTOMOTIVE, INC	2367-257465	10/08/2019	DUMP TRUCK BRAKE PADS - STS/W/S	10-300-71000	18.87
O'REILLY AUTOMOTIVE, INC	2367-257465	10/08/2019	DUMP TRUCK BRAKE PADS - STS/W/S	20-600-71000	37.74
O'REILLY AUTOMOTIVE, INC	2367-257465	10/08/2019	DUMP TRUCK BRAKE PADS - STS/W/S	20-700-71000	37.74
O'REILLY AUTOMOTIVE, INC	2367-257617	10/08/2019	WHISPERING OAKS GENERATOR BATTERY - SEWE	20-700-51000	117.24
O'REILLY AUTOMOTIVE, INC	2367-257833	10/08/2019	VEHICLE LIGHT BULBS - LAW	10-200-71000	39.98
O'REILLY AUTOMOTIVE, INC	2367-253190	10/08/2019	LOCK WRENCH-PKS	30-800-52000	21.58
<b>Vendor ORE145 - O'REILLY AUTOMOTIVE, INC Total:</b>					<b>314.62</b>
<b>Vendor ORE145 - O'REILLY AUTOMOTIVE, INC Total:</b>					<b>314.62</b>

**Vendor: OZA255 - OZARKS COCA COLA**

**Vendor: OZA255 - OZARKS COCA COLA**

OZARKS COCA COLA	26385167	10/08/2019	SOFT DRINK CONCESSIONS-PK	30-800-50200	377.98
OZARKS COCA COLA	26434613	10/08/2019	SOFT DRINK CONCESSIONS-PK	30-800-50200	98.96
OZARKS COCA COLA	INV0014682	10/08/2019	SOFT DRINK CONCESSIONS-PK	30-800-50200	79.58
<b>Vendor OZA255 - OZARKS COCA COLA Total:</b>					<b>556.52</b>
<b>Vendor OZA255 - OZARKS COCA COLA Total:</b>					<b>556.52</b>

Pending Expense Approval Report - 1

Post Dates: 09/25/2019 - 10/08/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: SAM200 - SAMANTHA MAILES</b>					
<b>Vendor: SAM200 - SAMANTHA MAILES</b>					
SAMANTHA MAILES	092019	10/08/2019	TRAINING MILEAGE REIMBURSEMENT - PKS	30-800-56900	165.88
<b>Vendor SAM200 - SAMANTHA MAILES Total:</b>					<b>165.88</b>
<b>Vendor SAM200 - SAMANTHA MAILES Total:</b>					<b>165.88</b>
<b>Vendor: SCU425 - SCURLOCK INDUSTRIES</b>					
<b>Vendor: SCU425 - SCURLOCK INDUSTRIES</b>					
SCURLOCK INDUSTRIES	0025472-IN	10/08/2019	ROCKY LANE MANHOLE ADJUSTMENT RING - LAW	20-700-51000	57.00
<b>Vendor SCU425 - SCURLOCK INDUSTRIES Total:</b>					<b>57.00</b>
<b>Vendor SCU425 - SCURLOCK INDUSTRIES Total:</b>					<b>57.00</b>
<b>Vendor: SPR275 - SPRINGFIELD WINWATER WORKS CO</b>					
<b>Vendor: SPR275 - SPRINGFIELD WINWATER WORKS CO</b>					
SPRINGFIELD WINWATER WO	315002.00	10/08/2019	METER PIT EXTENSIONS - WATER	20-700-50130	189.04
SPRINGFIELD WINWATER WO	315822.00	10/08/2019	COUPLINGS (x8) - WATER	20-600-50130	347.32
SPRINGFIELD WINWATER WO	315842.00	10/08/2019	REPAIR CLAMP - WATER	20-600-50130	125.30
<b>Vendor SPR275 - SPRINGFIELD WINWATER WORKS CO Total:</b>					<b>661.66</b>
<b>Vendor SPR275 - SPRINGFIELD WINWATER WORKS CO Total:</b>					<b>661.66</b>
<b>Vendor: SUN275 - SUNNY COMMUNICATIONS, INC.</b>					
<b>Vendor: SUN275 - SUNNY COMMUNICATIONS, INC.</b>					
SUNNY COMMUNICATIONS, I	82592	10/08/2019	PD CAR RADIOS REPAIR (x3) - LAW	10-200-52000	837.00
<b>Vendor SUN275 - SUNNY COMMUNICATIONS, INC. Total:</b>					<b>837.00</b>
<b>Vendor SUN275 - SUNNY COMMUNICATIONS, INC. Total:</b>					<b>837.00</b>
<b>Vendor: TRH100 - TREVOR HOFFMAN</b>					
<b>Vendor: TRH100 - TREVOR HOFFMAN</b>					
TREVOR HOFFMAN	3942744322	10/08/2019	CELL PHONE REIMBURSEMENT - W/S	20-600-61000	25.00
TREVOR HOFFMAN	3942744322	10/08/2019	CELL PHONE REIMBURSEMENT - W/S	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: WAL110 - WALMART COMMUNITY/RFCSELLC</b>					
<b>Vendor: WAL110 - WALMART COMMUNITY/RFCSELLC</b>					
WALMART COMMUNITY/RFC	001399	10/08/2019	CONCESSIONS-PKS	30-800-50200	56.82
<b>Vendor WAL110 - WALMART COMMUNITY/RFCSELLC Total:</b>					<b>56.82</b>
<b>Vendor WAL110 - WALMART COMMUNITY/RFCSELLC Total:</b>					<b>56.82</b>
<b>Vendor: WCA150 - WCA WASTE CORPORATION</b>					
<b>Vendor: WCA150 - WCA WASTE CORPORATION</b>					
WCA WASTE CORPORATION	0010002725278	10/08/2019	CITIZEN TRASH EXPENSE - PW	20-700-56600	54.58
<b>Vendor WCA150 - WCA WASTE CORPORATION Total:</b>					<b>54.58</b>
<b>Vendor WCA150 - WCA WASTE CORPORATION Total:</b>					<b>54.58</b>
<b>Vendor: WTV100 - WILLARD HOME CENTER LLC</b>					
<b>Vendor: WTV100 - WILLARD HOME CENTER LLC</b>					
WILLARD HOME CENTER LLC	A127142	10/08/2019	STRAW BALES (x14) - SEWER	20-700-51000	83.96
WILLARD HOME CENTER LLC	A127781	10/08/2019	CHAIN SAW GAS MIX - STS	10-300-52000	7.99
WILLARD HOME CENTER LLC	A127871	10/08/2019	ROCKY LANE SEWER LINE LASER BATTERIES - SEWER	20-700-51000	15.99
WILLARD HOME CENTER LLC	A127880	10/08/2019	SUPPLIES - WATER	20-600-50130	1.49
WILLARD HOME CENTER LLC	A127980	10/08/2019	ROCKY LANE SEWER LINE PVC CAP - SEWER	20-700-51000	20.58

Pending Expense Approval Report - 1

Post Dates: 09/25/2019 - 10/08/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WILLARD HOME CENTER LLC	A127997	10/08/2019	ROCKY LANE SEWER LINE PVC PIPE & COUPLING - SEWER	20-700-51000	4.31
<b>Vendor WTV100 - WILLARD HOME CENTER LLC Total:</b>					<b>134.32</b>
<b>Vendor WTV100 - WILLARD HOME CENTER LLC Total:</b>					<b>134.32</b>
<b>Grand Total:</b>					<b>43,233.27</b>

# Report Summary

## Fund Summary

Fund	Expense Amount
10 - GENERAL FUND	32,542.90
20 - WATER AND SEWER FUND	9,056.19
30 - PARKS FUND	1,634.18
<b>Grand Total:</b>	<b>43,233.27</b>

## Account Summary

Account Number	Account Name	Expense Amount
10-100-50700	OFFICE SUPPLIES-GCG	70.41
10-100-50750	POSTAGE-GCG	145.10
10-100-55850	EQUIPMENT RENTAL-GE	32.95
10-100-62300	UTILITIES OTHER-GCG	48.56
10-200-50700	OFFICE SUPPLIES-LAW	28.73
10-200-50750	POSTAGE-LAW	3.30
10-200-52000	SUPPLIES SMALL EQUIP	1,326.27
10-200-55850	EQUIPMENT RENTAL-LA	68.28
10-200-56900	TRAVEL EXPENSE-LAW	585.31
10-200-62300	UTILITIES OTHER-LAW	32.65
10-200-71000	VEHICLE EXPENSE OTHE	353.93
10-200-95500	CAPITAL ASSET EXP EQUI	18,980.00
10-250-50700	OFFICE SUPPLIES-COURT	7.42
10-250-50750	POSTAGE-COURT	12.75
10-250-55850	EQUIPMENT RENTAL-CO	5.50
10-250-56400	PROFESSIONAL-COURT	939.12
10-300-52000	SUPPLIES SMALL EQUIP	306.99
10-300-71000	VEHICLE EXPENSE OTHE	32.17
10-300-95100	CAPITAL ASSET EXP-STRE	5,464.45
10-400-50700	OFFICE SUPPLIES-P&D	7.42
10-400-50750	POSTAGE-P&D	1.10
10-400-55850	EQUIPMENT RENTAL-P&	5.49
10-500-55600	CONTRACT LABOR-EM	4,085.00
20-600-50130	SUPPLIES-WATER	474.11
20-600-50300	LABORATORY SUPPLIES-	1,448.89
20-600-50700	OFFICE SUPPLIES-WATER	44.52
20-600-50750	POSTAGE-WATER	1.65
20-600-55850	EQUIPMENT RENTAL-WA	32.95
20-600-56950	TRAINING & EDUCATION	440.00
20-600-61000	TELEPHONE WATER	50.00
20-600-62300	UTILITIES OTHER-WATER	82.70
20-600-71000	VEHICLE EXPENSE OTHE	64.33
20-700-50130	SUPPLIES-SEWER	189.04
20-700-50700	OFFICE SUPPLIES-SEWER	44.52
20-700-50750	POSTAGE-SEWER	1.10
20-700-51000	REPAIRS AND MAINTEN	5,897.82
20-700-55850	EQUIPMENT RENTAL-SE	32.95
20-700-56600	CITIZEN TRASH EXPENSE	54.58
20-700-61000	TELEPHONE-SEWER	50.00
20-700-62300	UTILITIES OTHER-SEWER	82.69
20-700-71000	VEHICLE EXPENSE OTHE	64.34
30-800-50170	SUPPLIES SPECIAL ACTIV	100.45
30-800-50180	SUPPLIES SPORTS-PKS	93.70
30-800-50200	CONCESSIONS-PKS	613.34
30-800-50700	OFFICE SUPPLIES-PKS	6.60
30-800-52000	SUPPLIES SMALL EQUIP	21.58
30-800-55200	ADVERTISING-PKS	130.00
30-800-55850	EQUIPMENT RENTAL-PK	68.28
30-800-56500	SAFETY PROGRAM-PKS	70.00
30-800-56900	TRAVEL EXPENSE-PKS	165.88

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
30-800-61000	TELEPHONE-PKS	50.00
30-800-62300	UTILITIES OTHER-PKS	252.38
30-800-71000	VEHICLE EXPENSE OTHE	61.97
	<b>Grand Total:</b>	<b>43,233.27</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>	
**None**	43,233.27	
	<b>Grand Total:</b>	<b>43,233.27</b>

## Public Works Report

**September 2019**

### Water

- The water department spent the month on routine operations including collecting water samples, monthly meter reading, daily monitoring of our four wells and maintenance on our chlorine monitoring systems.
- Completed 110 utility locates.
- Repaired a leak on Beam Street (this line will eventually be abandoned from Miller & Beam to the Beam and Trail tie in).

### Sewer

- Started working on the sewer main extension project on Rocky lane. This included resetting one manhole, installing 200 feet of new sewer main and setting a second manhole. At this time the police station is now hooked up to the City's sewer system and a stub out lateral line has been installed for a future connection to Tanners.
- We have started replacing drainage and maintenance level pipes at the Meadows Lagoon system.
- Smoke testing continues at this time for the regional drainage area, we still have some areas left to do, but at this time we have located 65 defects.
- One of B lift stations pumps is back from being rebuilt and is being installed. The back-up pump is still out for repairs and is 4-6 weeks out.
- We had a sewer overflow on our force main located at the end of Old Willard road due to a faulty weld on an air release valve. The problem has been fixed and all paperwork has been filed with DNR.

### Streets

- We are currently preparing to start crack sealing some of the city's streets.
- All right of ways are mostly cut back and done at this time.
- Cut brush at various locations around the city to improve visibility.

## Equipment Usage and Repairs September 2019

Equipment No.	Description	Sept 1 Miles/Hours	Sept 30 Miles/Hours	Monthly Usage	Service and Repairs	YTD Repair Cost
1	2013 Ford F-150	72,098	73,147	1,049	\$23.73	\$ 47.46
2	2004 Chevy 1 Ton Dump	134,644	135,397	753	\$94.35	\$ 410.28
3	2003 Chevy 1 Ton Utility - Sewer	166,049	167,189	1,140		\$ 38.61
4	1998 Dodge 1/2 Ton FB	127,391	127,393	2		
5	2001 Chevy 1500	104,451	104,850	399		\$ 23.73
6	2000 Chevy 3/4 Ton FB	145,112	145,112	-		\$ 8.99
7	1993 Ford 1 Ton Utility - Water	93,739	93,815	76	\$129.88	\$ 155.45
	2005 International 3200 Dump	20,737	20,799	62	\$336.44	\$ 731.59
	2017 Chevy Silverado	18,723	19,212	489		\$ 23.73
	Water Van	384	384	-		
	1998 Chevy S-10	155,275	155,290	15		
	Case Backhoe	2,709	2,800	91	\$360.00	\$ 360.00
	60XT Case Skid Steer	1,494	1,589	95		
	Kubota RTV 1100	860	881	21		
					\$944.40	\$ 1,799.84

### Description of Repair/Service

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

Monthly Water Loss 2018

Month	Current Month											
	January	February	March	April	May	June	July	August	September	Annual Average	Annual	
Amount of Gallons Pumped	23,403,600	24,192,800	21,612,900	24,497,200	24,503,000	25,365,500	25,770,200	27,727,900	29,300,600	25,152,633	226,373,700	
Dollar Amount Sold	\$76,928.20	\$72,920.20	\$77,297.00	\$74,819.60	\$71,493.79	\$74,512.66	\$85,248.60	\$80,200.97	\$85,647.18	\$77,674.24	\$699,068.20	
Gallons of Water Sold	15,629,000	14,068,000	15,905,000	14,861,000	13,621,000	15,159,002	18,909,000	17,006,000	18,882,000	16,004,445	144,040,002	
Flushing	20,000	40,000	4,000	20,000	20,000	20,000	20,000	20,000	20,000	20,444	184,000	
Leaks/Adjustments	14,667	169,783	28,000	79,750	110,000	100,000	330,000	60,000	200,000	121,356	1,092,200	
City Usage (not billed)	31,000	28,000	32,000	24,000	418,000	287,000	156,000	423,000	220,000	179,889	1,619,000	
Fire Department Usage	0	0	0	0	0	0	0	0	0	0	0	
Tower Overflows	0	0	0	700,000	0	0	0	0	0	71,778	700,000	
Residuals	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	405,000	
Total Gallons Accounted For	15,739,667	14,350,783	16,014,000	15,729,750	14,214,000	15,611,002	19,460,000	17,554,000	19,367,000	74,020,101	148,040,202	
% Water Loss	32.75%	40.68%	25.91%	35.79%	41.99%	38.46%	24.49%	36.69%	33.90%	34.60%		
Amount of Water Lost	7,663,933	9,842,017	5,598,900	8,767,450	10,289,000	9,754,498	6,310,200	10,173,900	9,933,600	8,703,722	78,333,498	
Willard North #1	1,508,600	1,638,400	1,484,700	2,025,600	2,343,200	2,589,900	2,737,300	2,742,500	3,058,400	2,236,511	20,128,600	
Willard South #2	2,927,100	3,147,100	2,855,300	3,512,100	3,105,000	2,948,600	3,031,900	3,678,900	3,463,700	3,185,522	28,669,700	
Meadows West #1	9,911,900	10,476,300	9,267,900	9,785,500	10,506,800	10,946,000	10,792,000	11,337,500	11,825,500	10,538,822	94,849,400	
Meadows East #2	9,056,000	8,931,000	8,005,000	9,174,000	8,548,000	8,881,000	9,209,000	9,969,000	10,468,000	9,137,889	82,241,000	
Total Water Pumped	23,403,600	24,192,800	21,612,900	24,497,200	24,503,000	25,365,500	25,770,200	27,727,900	28,815,600	25,098,744	225,888,700	
City Commercial Irrigation	14	14	14	14	14	14	14	14	14	14	14	
City Commercial 1 SPF	127	125	125	127	125	128	128	126	125	126	126	
City Commercial 3 Water only	19	20	19	21	20	21	21	18	19	20	20	
City Residential Irrigation	2	2	2	2	3	3	3	3	3	3	3	
City Residential 1 SPF	1943	1943	1957	1956	1977	1992	1997	2003	1994	1,974	1,974	
City Residential 3 Water Only	73	72	72	73	72	73	72	72	72	72	72	
Rural Irrigation	5	5	5	5	5	5	4	4	4	5	5	
Rural Residential 1 SPF	9	9	9	9	9	9	8	8	8	9	9	
Rural Residential 2 Lagoon	277	276	276	277	277	274	274	275	276	276	276	
Rural Residential 3 Water Only	853	852	853	854	858	859	860	859	864	857	857	
Rural Commercial 2 Lagoon	2	2	2	2	3	3	3	3	3	3	3	
Rural Commercial 3 Water only	12	12	12	12	12	12	12	12	12	12	12	
Rural Commercial 1 SPF	0	0	0	0	0	0	0	0	0	0	0	
Zero-Non Billed	10	10	11	11	11	11	11	11	11	11	11	
Number of Total Customers	3346	3342	3357	3363	3386	3404	3407	3408	3405	3380	3380	

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

## Department Tasks

### Budget planning-

As previously mentioned, this process is continuing and there are not many updates in this area. One place where we may be able to trim our budget slightly is in the payroll area. Our We have started with using seasonal staff in a trial run, so far it has been well received and successful. The current pay rate is similar to the full time sports position, but no benefits are required. Currently Sydney Stuart is managing soccer, Riley Woods is managing Volleyball, and Sydney has agreed to take on additional duties moving forward. I think she will be a good fit based on her history with the department and her familiarity with the community.

2020: As the salaries for seasonal employees are increasing by a rate of about 10% annually, I am trying to determine how that affects program fees. I have reached out to the other area parks to see how they are handling it. The consensus is that most Parks Departments cannot fully absorb the cost of rising minimum wage and still remain affordable and a good value to their constituents. Many local cities are trying to lessen the impact through gradual fee adjustments. I would recommend that we also adjust our fees moderately for this purpose. I hope to bring those fee proposals to the next meeting. Additionally, I am scheduled to attend an executive forum and training session mid October to listen and discuss with other statewide communities how they are addressing it.

### Event/Program Planning and Recap

We hosted a "Daddy Daughter Dance" at the Community Building September 28<sup>th</sup>. We had about 77 people in attendance. Food was sponsored in part by Murfin's Market. Net revenue for the event was just over \$600.

Our Doggie Dive was September 7<sup>th</sup>. It was highly promoted as a more dog centric vendor event than it has been in the past. We have received several sponsors and donors for the event. Due to the sponsorships, the event netted over \$1600.

Fall Soccer and Volleyball has started. Volleyball numbers are pretty consistent with the norm; however, soccer is significantly lower. I expect these numbers to rebound somewhat in the spring.

### **2019 Capital Improvement Projects**

Repair of the Pole barn has been completed to a point that will keep it dry inside. We still have to purchase fascia and trim for finish out the project. We have moved away from adding on to the pole barn and have begun construction of a new shed for the baseball storage building. After pricing out prebuilt models, compared to materials and labor, we determined it would be more cost efficient to build it ourselves. This project is roughly 20% complete. We expect to have this fully complete by Oct. 15.

### **Maintenance**

As we are reaching the final quarter of our budget year, we are trying to rein in spending on non-essential repairs. That said, we had to replace the sewage grinder pump at the Rec Center. This will put the building maintenance budget well over, and a budget amendment will have to be made. All told, we have been able to complete fewer building upgrades this year than I had hoped due to the water heater and now the sewage grinder. However, I feel like we are moving in the right direction with small building improvements that will enhance the overall appearance and feel of the building.

### **Upcoming Programs / Events**

Tumbling Toddlers- Update: Registration was so large we had to add another class

School's Out Days-Registering soon

Boo Bash (October 18)

Haunted House (October 25-26)

# **Parks and Recreation - Director's Report – October 2019**

## **Programs**

Youth dance has added extra classes to the schedule for the fall, including an "Adult Tap" class.

As mentioned, I have looked at our fitness class pay structure. I need to discuss with the instructors, and then I will be good to go for next year.

Fitness: We have added a class called "High Fitness". They meet Monday and Thursday mornings. Attendance is very strong.



**Willard Police Department**  
September 2019 - Monthly Statistical Report



Administration	Officer	Case #'s
Tom McClain, Chief	<b>1601</b>	10
Shannon Shipley, Lt.	<b>1602</b>	33
	<b>Total</b>	<b>43</b>

Squad #1	Officer	Hours	Squad #2	Officer	Hours
<b>1603</b>	Joe Duran, Cpl	67	<b>1604</b>	Steve Purdy, Cpl. Investigator	9
<b>1605</b>	Billie Deckard, Officer	53	<b>1606</b>	Shawn Garner, Officer	19
<b>1607</b>	Caleb Steen, Officer	66	<b>1608</b>	Brandon Bond, Officer	44
<b>1610</b>	Scott Rowe, Officer	28	<b>1609</b>	Wayne Hansen, Officer	61
	<b>Total</b>	<b>214</b>	<b>Total</b>		<b>133</b>

Reserves	Officer	Officer Names	Case #'s	Hours
	<b>1630</b>	Clint Heimbach, SRO	4	
	<b>1631</b>	Cindy Garton, SRO	0	
	<b>1632</b>	Mark Riggin, SRO	1	
	<b>1641</b>	Brian Gordon, Reserve	3	15.25
	<b>1642</b>	JD Landon, Reserve	1	19
	<b>1645</b>	Brian Hinkle, Reserve	3	15.5
	<b>1646</b>	Andrew Hunt, Reserve		1.75
		Glenn Cozzens, Reserve, Trainer		9.5
		Tim Wheeler, Reserve		
	<b>Total</b>		<b>12</b>	<b>61</b>
<b>Total Incidents for the month...</b>			<b>402</b>	

**Incident Statistics**

Felony	20	HBO (Handled by Officers)	319
Misdemeanor	17	Use of Force	0
Infraction	137	Dog at Large	3
Other (Services)	227	Neglect 0 / Abuse 0 / Bites 1	0

**Vehicle Maintenance**

Vehicle	Odometer Reading	Monthly Mileage	Shifts Used	Miles per Shift	Monthly Maintenance	Year to Date Maintenance
WPD-01 2013	103,444	831	20	42	\$0.00	\$987.97
WPD-02 2013			11		\$243.95	\$6,290.91
WPD-03 2013	132,364	1,171	16	73	\$0.00	\$2,062.59
WPD-04 2018	26,272	2,844	18	158	\$0.00	\$0.00
WPD-05 2019	7,458	3,332	35	95	\$0.00	\$0.00
WPD-06 2013	107,899	107,899	0	0	\$0.00	\$2,363.88
WPD-07 2017	12,455	703	13	54	\$0.00	\$0.00
WPD-08 M	5,577	0	0	0	\$0.00	\$0.00

**Vehicle Maintenance Details**

WPD-01:	WPD-04:
WPD-02: \$243.95 Oil change parts & labor	WPD-06:
WPD-03:	WPD-07:

**Misc. Dept. Info:**

**Planning and Development Report  
October 9 , 2019**

**Ongoing Projects-**

**HWY 160 Improvements-** The contractors have begun installing the box culvert adjacent to the bridge. Dirt work continues thru out the project but mainly from fm. Rd. 94 to Jackson St.

**ATM Commercial Subdivision Phase 2 Gauge Crossing Subdivision-** Staff has requested more information from the developer's engineer concerning the scheduling of drainage improvements that will impact adjacent property owners. The contractor, CMSE is ready to start once all of the permits are issued.

**Capacity Improvements – Contract # 1-** A couple of items still remain on the punch list to be completed by Hamilton and Dad. A saddle tap for an air relief valve failed causing a sewage spill near the 160 bridge. The failure was due to a faulty weld on the factory clamp. Hamilton and Dad mobilized and worked with staff to correct the deficiency.

**Lift Station B-** There are a few areas that need over seeded and a few rocks that need picked up on- site. The basin is 100% operational.

**Longview Subdivision-** Staff will be issuing the last three permits for the subdivision soon.(Lots 10 ,11,12) Staff has been waiting on the developer and his engineer to provide finish floor elevations .

**First Baptist Church-** The project is 100% complete.

**Transportation Alternative Program Sidewalk Grant –** Staff has received the preliminary construction plans from the design Engineer and are currently reviewing them.

**North Brook Apartments-** Staff has issued the permit for the 24 unit building for lot #5.

**Robertson Estates-** Staff has received construction improvement plans and have completed the review of the same. We are currently awaiting on revisions from the developer's engineer based on comments from the City Engineer (CJW and staff)

**West Ridge-** Staff has issued a demolition permit for the structures located on Fm. Rd. 68. The demolition work has been completed. We are waiting on the improvement plans from the developer's engineer.

**Liberty Utilities/Empire Electric-** Work continues on the sub-station.

**Miller Rd. Project-** A meeting with Great River Engineering was held to provide insight on the last bids that were rejected and where the project goes from here. It was agreed to meet with MO DOT and OTO to make sure everyone is working on the same budget. That meeting was on 10-9-19 (conference call) and after discussion Great River will be providing some options to

move forward with. The project schedule tentatively re-bids in Dec. and be constructed in 2020 construction season. Staff's goal is to accomplish work within all three areas that were previously bid. Based on previous bids the project will be downsized to accommodate requirements for federal funding while maximizing project goals.

Staff continues to work on the F.O.G. Inspection Program. Inspections have started and are ongoing.

Staff continues to assist other departments as needed.

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

**Planning and Development:**

10 permits were issued this month, total fees collected - \$805. Estimated value of work being done is \$77,600

2 - Electric

1 - Roof

Grease trap

Driveway

Sprinkler System

Accessory Structure

Fence

Carport

Demolition

Permits for the year: 118

Total fees collected: \$74,260.75

Total value of work: \$3,502,466

**Mapping:**

The Local Update of Census Addresses Operation appeal was completed. A total of 4 addresses were being proposed as not in Willard's jurisdiction which were appealed, 1 address was confirmed and removed, and 527 addresses were added successfully from last year's update. Notice will be made to city staff about the appeal on the 4 appealed cases.

The Census also requested updated addresses for new construction. A total of 21 addresses were added for Longview Subdivision (construction on 3 lots have not been started)

Water, sewer, and street maps were made for a meeting through the month.

Various maps and plans in the public works building are getting scanned and sent back down for continued storage.

**Prosecuting Clerk:**

328 Open cases without dispositions

212 Open cases with dispositions, still pending payments

137 Probation cases

19 Deferred cases

**CITY CLERK: (Informational only) SEPTEMBER 2019**

~Issued 1 Business License.

~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 Liberty was notified.

~Handled citizen complaints and directed to the appropriate department heads.

~Ensured public notices were completed and sent to the paper.

~Completed Sunshine requests as received.

~Assisted with research and information for Medical Marijuana updates.

~Organized and attending training in Branson for SWMOCCFOA.

~Assisted with information for new MOCCFOA Website.

~Completed Bid packets for upcoming projects and purchases.

**EMERGENCY MANAGEMENT: (Informational only) SEPTEMBER 2019**

~Completed Projects and Goals for Mitigation planning for 2020-2025.

~Assisted with After Action Report for Tornado Tabletop Exercise.

~Began review of EOP for 2019.

~Updated Master Contact list for use during Emergencies.

## 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: Sep 1, 2019 - Sep 30, 2019	
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		17	260	124
B. Cases (citations/informations) filed		1	22	14
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	19	12
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	7	1
6. dismissed by court		0	0	0
7. <i>nolle prosequi</i>		0	2	12
8. certified for jury trial (not heard in Municipal Division)		0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>		1	28	25
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		17	254	113
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	27	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	21	<input checked="" type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	384			

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b>COURT INFORMATION</b>	Municipality: Willard Municipal Court	Reporting Period: Sep 1, 2019 - Sep 30, 2019
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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	\$2,216.50	Court Automation	\$289.55
Clerk Fee - Excess Revenue	\$246.00	Judicial Facility Srchg CT31	\$400.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$8.27	Law Enf Arrest-Local	\$297.43
		Overpayments Detail Code	\$92.50
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	<b>Total Other Disbursements</b>	<b>\$1,079.48</b>
<b>Total Excess Revenue</b>	<b>\$2,470.77</b>	<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	<b>\$5,198.43</b>
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>		<b>Bond Refunds</b>	<b>\$23.98</b>
		<b>Total Disbursements</b>	<b>\$5,222.41</b>
Fines - Other	\$849.50		
Clerk Fee - Other	\$209.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$41.37		
Peace Officer Standards and Training (POST) Commission surcharge	\$41.36		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$294.92		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$7.03		
Law Enforcement Training (LET) Fund surcharge	\$82.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Sheriffs' Retirement Fund (SRF) surcharge	\$123.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
<b>Total Other Revenue</b>	<b>\$1,648.18</b>		

# CITY OF WILLARD, MISSOURI

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



Agenda Item#

## **Proclamation for Willards Third Annual Veteran's Day Parade.**

## PROCLAMATION

**WHEREAS**, Congress passed a concurrent resolution on June 4, 1928 (44 Stat. 1962), calling for the observance of November 11 with appropriate ceremonies, and later provided in an act approved May 13, 1938 (52 Stat. 351), that the eleventh of November should be a legal holiday and should be known as *Armistice Day*; and

**WHEREAS**, in order to expand the significance of that commemoration and in order to pay appropriate respect to the veterans of all its wars who have contributed so much to the safeguarding of this Nation, Congress, by an act approved June 1, 1954 (68 Stat. 168), changed the name of the holiday to *Veterans Day*; and

**WHEREAS**, the City of Willard recognizes and supports the Veterans of all wars and proclaims the third annual Veteran's Day Parade to be held in Willard, Missouri on November 2, 2019.

**NOW, THEREFORE** the City of Willard does hereby acknowledge and wish to show its gratitude and appreciation to all Veterans and presents this Proclamation as a token of that appreciation for their service.

**CITY OF WILLARD**

---

**Corey Hendrickson, Mayor**



Agenda Item#

**Proclamation recognizing the support for area  
Veteran's.**

## PROCLAMATION

**WHEREAS, the City of Willard recognizes and supports the Veterans of all wars and proclaims the third annual Veteran's Day Parade to be held in Willard, Missouri on November 2, 2019; and,**

**WHEREAS, The City of Willard wishes to recognize and thank all of those showing their support for our Veterans and being a part of the third annual Veteran's Day Parade in Willard.**

**NOW, THEREFORE the City of Willard does hereby acknowledge and wish to show its gratitude and appreciation to all those in support of Veterans and presents this Proclamation as a token of that appreciation for their support.**

**CITY OF WILLARD**

---

**Corey Hendrickson, Mayor**

# CITY OF WILLARD, MISSOURI

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



Agenda Item#

## Discussion/Vote on amending Medical Marijuana Ordinance.

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Council Bill No.: \_\_\_\_\_

Ordinance No.: \_\_\_\_\_

**AN ORDINANCE**

**AN ORDINANCE AMENDING CHAPTER 400 LAND DEVELOPMENT REGULATIONS,  
OF THE CITY OF WILLARD, MISSOURI REGARDING MEDICAL MARIJUANA.**

**WHEREAS**, the City of Willard, Missouri acknowledges voters passed an Amendment to Article XIV of the Missouri Constitution enabling licensed citizens the right to the use, cultivate, manufacture, dispense, test, transport, administer and store Medical Marijuana (MMJ) and Medical Marijuana-Infused Products; and

**WHEREAS**, the Planning and Zoning Commission of the City of Willard was formed for the purpose of promoting the public health, safety, comfort, morals, convenience, and general welfare of the City; and

**WHEREAS**, the City desires to protect the public health and safety by establishing reasonable regulations on MMJ related businesses regarding noise, air quality, neighborhood safety, security, other health and safety concerns, and time, place and manner restrictions on MMJ facility operations; and

**WHEREAS**, the City may from time to time, amend its Zoning Regulations pursuant to Section 400.350; and

**WHEREAS**, the Planning and Zoning Commission of the City of Willard held a public hearing regarding MMJ related uses on the \_\_\_\_ day of \_\_\_\_\_, 2019 and recommended approval of this ordinance to the City Council.

**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: Section 400.120 "Definitions" of the Code of Willard, Missouri is amended to add the following definitions. If any of the new definitions adopted herein conflict with any preexisting definitions, the definitions in this Ordinance shall supersede any preexisting definitions:

**Child day-care center.** A child day care center or center, whether known or incorporated under another title or name, is a child care program conducted in a location other than the provider's permanent residence, or separate from the provider's living quarters, and licensed by the Department of Health and Senior Services of the State of Missouri where care is provided for children not related to the child care provider for any part of the twenty-four (24) hour day.

**Church.** At a minimum, a church includes a body of believers or communicants that assembles regularly in order to worship. Unless the organization is reasonably available to the public in its conduct of worship, its educational instruction, and its promulgation of doctrine, it cannot fulfill the associational role that Courts have increasingly adopted as a threshold for determining when an organization qualifies as a church. Other key factors to consider include whether the organization has a distinct legal existence, recognized creed and form of worship, definite and distinct ecclesiastical government, a formal code of doctrine and discipling, distinct religious history, membership not associated with any other church or denomination, organization of ordained ministers, ordained ministers selected after completing prescribed studies, literature of its own, established places of worship, regular congregations, and regular religious services. No single factor is controlling but having regular meetings with a regular congregation should be weighted more heavily than some of the other factors.

**Marijuana or Marihuana.** Means Cannabis Indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as seed thereof and resin extracted from the plant and marijuana-infused products. Marijuana does not include industrial hemp containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one percent on a dry weight basis, or commodities or products manufactured from industrial hemp.

**Marijuana-Infused Products.** Means products that are infused with marijuana or an extract thereof and are intended for use or consumption other than by smoking, including, but not limited to, edible products, ointments, tinctures and concentrates.

**Medical Marijuana Cultivation Facility.** Means a facility licensed by the State of Missouri to acquire, cultivate, process, store, transport, and sell marijuana to a Medical Dispensary Facility, Medical Marijuana Testing Facility, or to a Medical Marijuana-Infused Products Manufacturing Facility.

**Medical Marijuana Dispensary Facility.** Means a facility licensed by the State of Missouri to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products and drug paraphernalia used to administer marijuana as provided for in this section to a qualifying patient, a primary caregiver, another Medical Marijuana Dispensary Facility, a Medical Marijuana Testing Facility, or a Medical Marijuana-Infused Products Manufacturing Facility.

**Medical Marijuana-Infused Products Manufacturing Facility.** Means a facility licensed by the State of Missouri to acquire, store, manufacture, transport, and sell marijuana-infused products to a Medical Marijuana Dispensary Facility, a Medical Marijuana Test Facility, or to another Medical Marijuana-Infused Products Manufacturing Facility.

**Medical Marijuana Testing Facility.** Means a facility certified by the State of Missouri to acquire, test, certify, and transport marijuana.

**Qualifying Patient.** Means a Missouri resident diagnosed with at least one qualifying medical condition.

**School.** Any building which is regularly used as a public, private or parochial elementary and/or secondary school or high school.

Section 2: Section 400.470 “C-2, General Business District”, “Permitted Use” of the Code of Willard, Missouri is hereby amended to add to Subsection 400.470.A, which shall hereafter be read as follows:

- #35. Medical Marijuana Dispensaries
- #36. Medical Marijuana Testing Facility

Section 3: Section 400.480 “M-1, Light Industrial District”, “Permitted Use” of the Code of Willard, Missouri is hereby amended to add to Subsection 400.480.A, which shall hereafter be read as follows:

- #27. Medical Cultivation Facility
- #28. Medical Marijuana Infused Products Manufacturing Facility

Section 4: Section 400.470 “C-2, General Business District” of the Code of Willard, Missouri is hereby amended to add new Section 400.470.F “Standards for Medical Marijuana Dispensary and Testing Facilities”, which Subsection shall read as follows:

**400.470.F Standard for Medical Marijuana Dispensary and Testing Facilities**

No building shall be constructed, altered or used as a Medical Marijuana Dispensary or Testing Facility without complying with the following regulations of this subchapter.

1. Distance Requirement. No Medical Marijuana Dispensary or Testing Facility shall be located within three hundred (300) feet of a then existing elementary or secondary school, or child day care center. Measurements shall be made from the center threshold of the main public entrances of such premises by the most direct walking route. There shall be no distance requirement for a Church.
2. Onsite Usage Prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of a Medical Marijuana Dispensary or Testing Facility building.
3. Hours of Operation. All sales or distribution of Medical Marijuana and any other products at Medical Marijuana Dispensaries shall take place between the hours of 8:00 AM and 10:00 PM.

4. Display of License Required. The Medical Marijuana Dispensary or Testing Facility license issued by the State of Missouri shall be displayed in a prominent place in plain view near the front entrance of the facility.
5. Zoning Limitations. Medical Marijuana Dispensaries or Testing Facility shall be limited to C-2 General Business District located in the City of Willard.
6. Site Plan Review. Any plans for a Medical Marijuana Dispensary or Testing Facility shall meet the requirements of Article III Section 400.340 and Article XIV Section 400.1160 of the Willard Municipal Code and all related building codes currently adopted by the City of Willard.
7. Waste generated by facilities shall be disposed of in accordance to requirements promulgated by the Department of Health and Senior Services and other applicable Federal, State and Local laws, whichever shall be more restrictive, to prevent exposure to the public or create a nuisance.
8. Odor Control. No facility shall emit any odor of marijuana which is capable of being smelled by a person of ordinary senses outside of the boundary of the lot on which the facility is located. If a facility is located in a multiple-tenant building, the facility shall not emit any odor of marijuana which is capable of being detected by a person of ordinary senses outside of the tenant space in which the facility is located.

Section 5: Section 400.480 "M-1 Light Industrial District" of the Code of Willard, Missouri is hereby amended to add a new Section 400.480.G Standards for Medical Marijuana-Infused Products Manufacturing and Cultivation Facilities, which shall state the following:

**400.480.G Standards for Medical Marijuana-Infused Products Manufacturing and Cultivation Facilities**

No building shall be constructed, altered or used as a Medical Marijuana-Infused Products Manufacturing or Cultivation Facility without complying with the following regulations of this subchapter.

1. Distance Requirement. Measurements shall be made from the center threshold of the main public entrances of such premises by the most direct walking route.
  - a. Type 1. No Extraction Facility using combustible or hazardous gases shall be located within one thousand (1,000) feet of a then existing elementary or secondary school, or child day care center. There shall be no distance requirement for a Church.

- b. Type 2. No Post Extraction or Cultivation Facilities that do not use combustible or hazardous gases shall be located within five hundred (500) feet of a then existing elementary or secondary school, or child day care center. There shall be no distance requirement for a Church.
2. Operations or Storage. All operations and all storage of materials, products, or equipment shall be within a fully secured area inside the building structure.
3. Onsite Usage Prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of any Medical Marijuana-Infused Products Manufacturing or Cultivation Facility.
4. Display of License Required. The Medical Marijuana-Infused Products Manufacturing or Cultivation Facility license issued by the State of Missouri shall be displayed in a prominent place in plain view near the front entrance of the facility.
5. Site Plan Review Required. Any plans for a Medical Marijuana-Infused Products or Cultivation Facility shall meet the requirements of Article III Section 400.340 and Article XIV Section 400.1160 of the Willard Municipal Code and all related building codes currently adopted by the City of Willard.
6. Waste generated by facilities shall be disposed of in accordance to requirements promulgated by the Department of Health and Senior Services and other applicable Federal, State and Local laws, whichever shall be more restrictive, to prevent exposure to the public or create a nuisance.
7. Odor Control. No facility shall emit any odor of marijuana which is capable of being smelled by a person of ordinary senses outside of the boundary of the lot on which the facility is located. If a facility is located in a multiple-tenant building, the testing facility shall not emit any odor of marijuana which is capable of being detected by a person of ordinary senses outside of the tenant space in which the facility is located.

Section 7: Severability. The sections, paragraphs, sentences, clauses and phrases of this ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this ordinance is found by a Court of competent jurisdiction to be invalid, the remaining portions of this ordinance are valid, unless the Court finds the valid portions of this ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the Court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with legislative intent.

Section 8: Governing Law. This ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 9: It is intended that Sections 1-6 of this ordinance be incorporated into The Code of Ordinances of Willard, Missouri.

Section 10: Effective Date. This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

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

APPROVED BY:

\_\_\_\_\_, Mayor

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

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

1<sup>st</sup> Reading

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
_____ CLARK MCENTIRE	_____	_____	_____
_____ SAMUEL SNIDER	_____	_____	_____
_____ DONNA STEWART	_____	_____	_____
_____ LARRY WHITMAN	_____	_____	_____
_____ SAM BAIRD	_____	_____	_____
_____ JON JONES	_____	_____	_____

2<sup>nd</sup> Reading

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

\_\_\_\_\_  
CLARK MCENTIRE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# CITY OF WILLARD, MISSOURI

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



Agenda Item#

**Ordinance accepting the agreement with KPM CPA's  
for Auditing Services. (1<sup>st</sup> Read) Discussion/Vote.**

First Reading: 10/15/19

Second Reading: 10/28/19

Council Bill No.: 19-

Ordinance No.: 191015

AN ORDINANCE

**ACCEPTING THE PROPOSAL OF KPM CPA'S TO PROVIDE PROFESSIONAL AUDIT SERVICES FOR THE CITY OF WILLARD, AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS, ON BEHALF OF THE CITY OF WILLARD.**

WHEREAS, the City of Willard, Missouri did advertise and seek Proposals from qualified firms for the purpose of providing professional audit services, and

WHEREAS, the City of Willard has selected the firm of KPM CPA's. 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 Board of Aldermen does hereby accept the proposal of KPM CPA's to provide professional auditing services for the City of Willard, and authorizes the Mayor, on behalf of the City of Willard to execute an agreement between the City of Willard and KPM CPA's. to provide said services in substantial form and content as described the attached agreement hereto and incorporated herein by reference as 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
_____ CLARK MCENTIRE	_____	_____	_____
_____ SAMUEL SNIDER	_____	_____	_____
_____ DONNA STEWART	_____	_____	_____
_____ LARRY WHITMAN	_____	_____	_____

First Reading: 10/15/19

Second Reading: 10/28/19

Council Bill No.: 19-

Ordinance No.: 191015

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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\_\_\_\_\_

2<sup>nd</sup> READ

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

\_\_\_\_\_  
CLARK MCENTIRE

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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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Contract #07-2019GEN-RFP

City of Willard  
224 W. Jackson  
Willard, MO 65781  
Ph. 417-742-5301  
Fax 417-742-5331

NAME, ADDRESS & PHONE OF CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Ph. \_\_\_\_\_  
Fax \_\_\_\_\_

AGREEMENT

1. The City agrees to engage the Contractor and the Contractor agrees to perform, in strict accordance with Exhibit A.
2. The services of the Contractor shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Contractor in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit C.
3. The City agrees to pay the Contractor in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Contractor.
4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.
5. The Contractor shall fully coordinate its activities in the performance of the contract with the activities of the City.
6. The Contractor represents that Contractor will secure at Contractor's own expense, all personnel required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
7. **Termination:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. **In any such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Contractor shall, at the option of the City become its property.** The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the date of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.
8. **Assignment:** The Contractor shall not assign any interest in this contract, and shall not transfer any

interest in the same (whether by assignment or novation), without prior written consent of the City. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. Any reports, data, or similar information given to or prepared or assembled by the Contractor under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without prior written approval of the City.
10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal Addendum to the Contract, mutually agreed to by the City and the Contractor. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.
11. **Contract Documents:** The agreement between the City of Willard and the Contractor shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any addenda thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and addenda thereto shall govern over the Contractor's Proposal and addenda thereto. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Contractor is cautioned that the proposal shall be subject to acceptance without further clarification.
12. **Appropriation of Funds:** In the event that funds are not appropriated by the Board of Aldermen of the City of Willard for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.
13. The Contractor agrees and understands that the City of Willard's Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Contractor's proposal. Therefore, the Contractor agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the City's approval of a substitution shall not be construed as an acceptance of

the substitution's performance potential. The City of Willard agrees that an approval of a substitution will not be unreasonably withheld.

14. **General Independent Contractor Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Contractor will be an Independent Contractor and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, Missouri revenue and taxation laws, Missouri Workers' Compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.
15. The Contractor shall not be entitled to any of the benefits established for the employees of the City or be covered by the Workers Compensation Program of the City.
16. **Certification of Non-Resident/Foreign Contractors:** If the Contractor is a foreign corporation or non-resident Contractor, it is agreed that the Contractor shall procure and maintain during the life of this contract:
  - A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.
  - B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
17. **Nondiscrimination:** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
18. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
19. **Contractor's Responsibility for Subcontractors:** It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this

contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

20. **Insurance:** The certificates of insurance, required in the Request for Proposal, including evidence of the required endorsements of the policies shall be filed with the City of Willard within ten (10) days of the date of receipt of the Award of the contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to: City of Willard, 225 W Jackson, Willard, Missouri 65781.

21. **Liability and Indemnity:**

- A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
- B. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work of any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.
- C. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
- D. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.
- E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
- F. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

22. **Conflict of Interest:** No salaried officer or employee of the City and no member of the Board of Aldermen shall have a financial interest, direct or indirect, in this contract. A violation of this

provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

- 23. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, Addendum, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.
- 24. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.
- 25. **Jurisdiction:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
- 26. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to City of Willard, 225 W Jackson, Willard, Missouri 65781, and the Contractor at the above address. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

**IN WITNESS WHEREOF** the parties have hereunto set their hands and seals the date first above written.

**CITY OF WILLARD, MISSOURI**

**Contractor**

By: \_\_\_\_\_  
Corey Hendrickson, Mayor, City of Willard

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

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

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

**CERTIFICATE OF CHIEF FINANCIAL OFFICER:**

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

\_\_\_\_\_  
Director of Finance

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

# CITY OF WILLARD, MISSOURI

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



Agenda Item#

**Discussion/Vote authorizing the Mayor to sign the Promulgation Statement for the Emergency Operations Plan.**

**OFFICIAL APPROVAL**

This plan, when used properly, can assist local government and non-profit officials in the protection of life, stabilization of scene, and conserving property and the environment. This plan and its provisions will become official when approved and signed below by officials of the City of Willard.

ATTEST:

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Mayor Date  
City of Willard, Missouri

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City Administrator Date  
City of Willard, Missouri

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Emergency Management Director Date  
City of Willard, Missouri

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City Clerk Date  
City of Willard, Missouri