

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

November 14, 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

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
November 14, 2016
7:00 P.M.**

Posted November 9, 2016

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at **7:00 p.m** November 14, 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 October 24, 2016.**
- 4. Citizen Input. (5 minutes each)**
- 5. City Administrator Report.**
- 6. Financial Reports.**
 - a. September 2016 Summaries.
 - b. September 2016 Financial Statements.
 - c. October and November 2016 Outstanding Invoices, Check and Draft Paid Invoices.
 - d. September 2016 Check Register.
 - e. October 2016 Utility Adjustments Report.
- 7. Department Head Reports.**
 - a. Parks Department.
 - b. Public Works.
 - c. Police Department.
 - d. Planning and Development.
- 8. Ordinance amending the calling for the regular election in the City of Willard, Missouri, for the purpose of having the qualified voters of said City elect a Mayor and three (3) Aldermen. (1st & 2nd Read) Discussion/Vote.**
- 9. Ordinance adopting and enacting a new Chapter 210 to the Willard Municipal Code. (1st Read) Discussion/Vote.**
- 10. Public Hearing regarding the 2017 Proposed Budget.**
- 11. Ordinance approving the 2017 Proposed Budget. (1st Read) Discussion/Vote.**
- 12. Discussion/Vote on the Comprehensive Plan Revision.**

13. Discussion/Vote on Monthly Expense Payments.
14. Discussion/Vote on Pool Sandblasting.
15. Discussion/Vote on Concession drawings.
16. Ordinance approving the proposed 2017 Park Fees. (1st Read) Discussion/Vote.
17. Ordinance approving the final plat for Green Acres Subdivision. (1st Read) Discussion/Vote.
18. Discussion/Vote on the Preliminary Plat for Autumn Brook 2nd Phase.
19. Ordinance amending the process of refunding deposits on Utility accounts. (1st Read) Discussion/Vote.
20. Resolution approving a contract with KPM CPA's for a three (3) year contract. Discussion/Vote.
21. Resolution approving the Salary Step Plan Pay Chart. Discussion/Vote.
22. Resolution adopting a Revised Personnel Policies Manual for the City of Willard. Discussion/Vote.
23. Resolution assigning a pay grade to each Position Description for the titled positions in City Employment. Discussion/Vote.
24. New Business.
25. Unfinished Business.
26. Close Open Session.
27. Open Executive Session.
28. Close Executive Session.
29. Adjourn Meeting.

THE TENTATIVE AGENDA OF THIS MEETING INCLUDES A VOTE TO CLOSE PART OF THE MEETING PURSUANT TO RSMO SECTION 610.021 # (1) LEGAL, # (3) PERSONNEL AND # (13) PERSONNEL.

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

Jennifer Rowe
City Clerk

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
October 24, 2016
7:00 p.m.**

Staff present: Interim City Administrator, Jim Bentley; and City Clerk, Jennifer Rowe; Director of Finance, Carolyn Halverson; Director of Public Works, Dave O'Connor; Parks Director J.C. Loveland; Director of Development, Randy Brown; Assistant Parks Director, Jason Knight; Recreation Specialist, Amanda Sandell; Maintenance Staff, Joe Burbaugh and Terri Hughes; Court Clerk, Linda Murray; AP Finance Clerk, Terry Forshee; Utilities Clerk, Tammy Nephew; HR Finance Clerk, Dona Slater; AR Finance Clerk, Edna Anderson; Utilities Clerk, Christina Wood; and Police Office Assistant, Lin Stonehouse.

Citizens in attendance: Mindy Latham.

Pledge of Allegiance.

The Pledge of Allegiance was led by Mayor Hendrickson.

Call to Order.

Mayor Hendrickson called the meeting to order at 7:02 p.m.

Roll Call.

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

Agenda Amendments/Approval of Agenda.

Alderman Whitman asked why there were 1st and 2nd reads on the Agenda. The City Clerk informed the Board that some information needed to be approved before the Budget could be determined, which would be brought to the Board at the November 14, 2016 Meeting. Alderman Snider asked if there was anything that could be tabled. The Board asked what had to be passed tonight for the Budget. The Interim City Administrator informed them that the job descriptions with pay grades would be the most important, as that would affect the Budget. Mayor Hendrickson requested amending the pay plan to just a 1st read. Alderman Roggenses also requested that the Employee Manual be tabled until the City Attorney would be able to advise them regarding the legality of it all and what was missing. Motion was made by Alderman Roggenses and seconded by Alderman Baird to change item 6, the pay plan, to a 1st read only and to table item 9, the Employee Manual, until the November 14, 2016 Meeting. Motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggenses.

Motion was made by Alderman Snider and seconded by Alderman Buckley to approve the Agenda with changes. Motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggenses.

Approval of the Minutes from the regular and closed Meeting on October 10, 2016.

Motion was made by Alderman Roggenses and seconded by Alderman Snider to approve the Minutes from the regular and closed Meeting on October 10, 2016. Motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggenses.

Citizen Input.

None.

City Administrator Report.

Interim City Administrator Jim Bentley presented his report to the Board. He discussed the Economic Development in Willard and the Task Force that is currently in place. Alderman Snider asked what he was

looking for from the Task Force and Mr. Bentley stated that he just needs to know what they need from the City to move forward.

Ordinance approving a new step plan pay scale for City positions. (1st Read) Discussion/Vote.

The Interim City Administrator Jim Bentley discussed the step plan pay scale for the City positions. He informed the Board that this would take a lot of their stress away during the Budget time when this manages employee pay and any raises from year to year for the next fifteen (15) years. He stated that it has worked well with other Cities he has been involved in and would be a good addition to Willard. The plan will allow for employees to see their potential and work toward higher potential if they so desire. It includes a 2.5% (2 and a half percent) raise each year and there is a 5% (5 percent) step between each grade. Alderman Baird asked why this was being done by Ordinance instead of Resolution. The City Clerk Jennifer Rowe informed the Board that the City Attorney had requested it be done by Ordinance. Alderman Whitman asked if the Ordinance would be binding future Boards to the plan for the next fifteen (15) years. The Board indicated that they liked the plan, but would like to pass it by Resolution if possible at the next meeting. Motion was made by Alderman Baird and seconded by Alderman Roggenses to approve the new step plan pay scale. Motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggenses.

Resolution approving revisions to the City Organizational Chart.

The Interim City Administrator provided the Board with the new City Organizational Chart. The Department heads presented their structure on their chart to the Board and answered any questions. Mr. Bentley informed the Board that they can accept the Organizational Chart without the salary grades attached, as those can be discussed at a later date. Motion was made by Alderman Baird and seconded by Alderman Roggenses to approve the revisions to the City Organizational Chart without the grade assignments. Motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggenses.

The Board took a fifteen (15) minute recess at 9:23 p.m.

Discussion/Vote to approve revised Job Descriptions.

The Department heads presented their job descriptions for each employee as well as justification for each. Mayor Hendrickson asked each department head what the cost for salaries currently is for their department, and what the new salaries would increase that cost by. Motion was made by Alderman Roggenses and seconded by Alderman Baird to approve the Job Descriptions without the salary grade attached. Motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggenses.

New Business.

Alderman Baird mentioned that the City Clerk would have her vehicle at the Parks Department Trunk or Treat and had requested candy donations. The City Clerk informed the Board that there were enough donations for the City Hall vehicle. Mr. Loveland pointed out that the Police Department could also use donations as well.

Unfinished Business.

Alderman Snider asked if there had been any more talk on changes to the Lighting of the Frisco Line Trail and the parade. Mr. Loveland said that he met with the Chamber and received the all clear. The pageant will be at noon then the Chamber and Parks will partner up and provide fire pits at the trail head for people to purchase s'mores and hot dogs. Bands will be playing at this time as well. The Parade will begin at 5:00 p.m. with a line-up at 4:00 p.m. Then the lighting will happen as the end of the parade comes through. After the lighting, Freedom Bank will be showing the movie Elf outdoors at the trail head for all interested for free entertainment.

Adjourn.

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

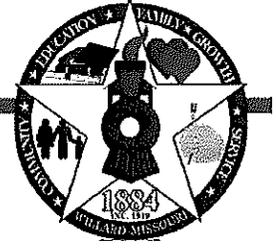
The meeting was adjourned at 11:10 p.m.

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

City Administrator Report

ADMINISTRATOR'S REPORT

Meeting Date: November 14, 2016

STAFF

1. Our Police Chief informed me just today (Nov 9) that another patrol officer will be leaving in a few weeks to take a position in another town. It is disappointing to train them and then lose them for wage differentials.
2. Several items are on the agenda for this meeting which have to do with personnel. The Personnel Policy Manual is reviewed – our attorney – and back for adoption. Assignment of pay grades to the Grade-Step Chart is also back, this time after a look forward into the 2017 Budget.

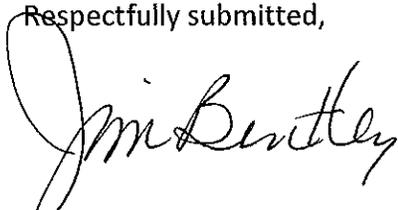
BUDGET

1. Preparing the next year's budget in the presented format has consumed considerable Administrator time. (I think I am about 31 hours into it.) But the effort will have been worth it if I can provide the Board with a clear look inside the City's functioning and allow you to make the kind of governing decisions which this format can provide. You will see the real flow of next year's \$6,345,822 in revenues as they are processed through the City and you will be able to identify very specific items of activity and the specific funding mechanisms which allow for them.

OTHER

1. I WILL HERE APOLOGIZE FOR THE BREVITY OF THIS WRITREN REPORT AND INDICATE TO YOU THAT I WILL ADD REPORT ITEMS ORALLY AT THE MEETING, GIVEN THAT THERE IS TIME TO DO SO.

Respectfully submitted,

A handwritten signature in black ink that reads "Jim Bentley". The signature is written in a cursive style with a large, looping initial "J".

Jim Bentley, City Administrator

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

Department Head Reports.

- a. Parks Department.
- b. Public Works.
- c. Police Department.
- d. Planning and Development

Parks and Recreation - Director's Report – November 2016

Project Report

- **Employee Tasks**
 - 2017 Budget and Bids - Ongoing
 - Planning 2016-17 School Year Programs
- **2016 Capital Improvements**
 - Jackson Park Pavilion Roof – Project Complete
 - Small Pavilion – Project Complete
 - Baseball Field Repairs – Project Completed
 - Baseball Dugouts – Project Completed
 - Baseball Bathrooms – Project Underway
 - GYM Floor Resurfacing – Project Completed
 - Pool Feature – Project Completed
 - Rec. Center Parking Lot – Project Completed
- **Basketball Registration**
 - Resident: 121
 - Non-Resident: 120
- **Halloween Events**
 - The event was a great success!!
 - Truck or Treat: 1000 to 1500 kids in attendance
 - Dungeon of Doom: 251

Upcoming Programs / Events

- **Halloween Boo Bash Dance** – October 21
- **Dungeon of Doom Haunted House** – October 28 & 29
- **Safe Halloween Trunk or Treat** – October 29
- **Youth Fall Basketball** – Registration Ends: October 22
- **Youth Fall Basketball** – Games Start: November 12
- **Christmas On The Frisco** – November 19
- **Turkey Trot** – November 24
- **Dinner with Santa** – December 16
- **Christmas Dance** – December 17
- **Youth Winter Dance Class** – Classes begin: January 9
- **Youth Winter Basketball** – Registration Ends: January 7
- **Youth Spring Dance Class** – Classes begin: March 6

Other Information

- **Website** – *Visitors From 10/8/16 to 11/8/16*
 - www.willardparks.com – 1,363 unique visitors, 6,853 visitors
 - www.willardfreedomfest.com – 280 unique visitors, 1025 visitors
 - www.willardaquatics.com – 294 unique visitors, 950 visitors
- **Facebook** – *1792 likes as of 11/8/16*
 - <https://www.facebook.com/WillardParksAndRec>
- **Open Gym** – *Visitors From 4/19/16 to 10/24/16*
 - Individual Registrations: 217
 - Individual Sign-In: 1301

Public Works Report

October 2016

Water

- Continue to replace defective meters and ERTs on Route 3.
- Replaced meters on Farm Rd. 94 between Hunt Rd. and US160.

Sewer

- Construction continues on the new lift station at Meadows West. The pumps, valves and associated piping are in place. The only plumbing left to complete is connecting the new system to the force main which we hope will be completed by the meeting date. Otherwise, the contractor is working on installing and connecting the electric. The backup generator has been installed.
- We had three raw sewage overflows at the Meadows West lift station on October 3, 11 and 13. All three overflows were due to grease accumulation causing the floats to malfunction. All overflows were reported to MDNR as required.

Streets

- Patched areas on Bray, Pershing, Ridgeview and Watson.
- The sidewalk project at Jackson and Main is nearly complete with only minor cleanup work remaining.

Equipment

Repairs have been made to the following equipment:

<u>Truck</u>	<u>Description</u>	<u>Work</u>	<u>Cost</u>
Truck #2	2004 Chevy Dump	Service	
Truck #6	2000 Chevy ¾ T Flatbed	Service	
Truck #8	2002 Dodge Dakota	Idler Pulley	\$20.96
Truck #7	1993 Ford 1 T Utility (Water)	Serpentine belt, radiator cap	\$29.99
	2006 International Dump	Front brakes and calipers	\$306.41
Truck #4	1998 Dodge ½ T Flatbed	RF Ball Joint, Rear U-joint, New Front Tires, Alignment, Service	\$441.32
		TOTAL	\$798.68

Monthly Water Loss 2016

Month	January	February	March	April	May	June	July	August	September	October	November	December	Annual Average	Annual
Amount of Gallons Pumped	21,719,400	22,388,200	20,073,100	22,297,800	23,687,200	26,620,100	25,378,100	25,803,900	24,956,200	22,465,200	0	0	19,611,658	235,359,900
Dollar Amount Sold	63,159.52	68,615.56	70,106.93	70,091.25	69,284.80	84,873.40	75,935.85	77,121.33	79,884.12	70,230.77	-	-	60,775	729,304
Gallons of Water Sold	13,067,000	15,014,000	15,028,000	15,022,000	14,660,000	21,201,001	17,998,001	17,873,001	19,582,003	14,964,000	0	0	13,860,731	163,809,006
Flushing	5,100	106,030	80,120	50,885	25,000	26,780	507,140	505,160	104,680	19,050	0	0	119,162	1,429,945
Leak	0	695,000	0	100,000	0	350,000	0	50,000	300,000	0	0	0	124,589	1,495,000
City Usage (not billed)	13,470	20,820	17,760	12,760	499,620	148,100	91,990	55,820	51,300	17,460	0	0	77,425	929,100
Fire Department Usage	0	0	0	0	0	0	0	500,000	0	0	0	0	41,667	500,000
Tower Overflows	0	0	0	0	0	0	500,000	0	0	0	0	0	41,667	500,000
Residuals	5,100	6,030	5,120	7,010	4,640	6,780	7,140	0	4,680	3,550	0	0	4,171	50,050
Total Gallons Accounted For	13,090,670	15,841,860	15,131,000	15,192,655	15,189,260	21,732,661	18,504,271	18,983,981	20,042,663	15,004,060	0	0	33,742,620	168,713,101
% Water Loss	39.73%	29.24%	24.62%	31.86%	35.74%	18.36%	27.09%	26.43%	19.69%	33.21%	#DIV/0!	#DIV/0!	52%	52%
Amount of Water Lost	8,628,730	6,546,320	4,942,100	7,105,145	8,447,940	4,887,439	6,873,829	6,813,919	4,913,537	7,461,840	0	0	13,325,360	66,626,799
Customers - Water Use	3258	3256	3270	3270	3,270	3,312	3289	3284	3300	3293	0	0	6,562	
Willard North #1	1,438,700	3,153,200	4,212,500	5,876,200	6,068,500	6,835,400	6,389,800	7,256,900	6,040,800	5,816,200	0	0	0	0
Willard South #2	2,780,700	4,736,900	5,722,800	5,698,000	6,454,300	7,108,200	7,756,200	6,625,400	7,335,100	6,095,500	0	0	0	0
Meadows West #1	7,384,000	6,241,100	4,842,800	5,313,600	5,161,400	6,754,500	5,144,100	5,733,600	6,730,300	4,960,200	0	0	0	0
Meadows East #2	10,096,000	8,237,000	5,285,000	5,410,000	5,953,000	5,942,000	6,086,000	6,188,000	4,850,000	5,584,000	0	0	0	0
Total Water Pumped	21,719,400	22,388,200	20,073,100	22,297,800	23,687,200	26,620,100	25,378,100	25,803,900	24,956,200	22,465,200	0	0	0	0
City Commercial	136	137	141	141	142	145	142	141	141	144	0	0	0	0
City Residential	1970	1986	1986	1987	1982	2023	2003	2007	2007	1999	0	0	0	0
City Irrigation	3	3	3	3	3	3	3	3	3	3	0	0	0	0
Rural Commercial	14	14	14	14	14	14	14	14	14	14	0	0	0	0
Rural Residential	1125	1108	1116	1115	1119	1117	1117	1119	1124	1122	0	0	0	0
Non Billed	10	10	10	10	10	10	10	10	11	11	0	0	0	0
Total	3258	3256	3270	3270	3270	3312	3289	3284	3300	3293	0	0	0	0



Willard Police Department
October 2016 - Monthly Report



Administration	Officer	Officer Statistics	Case #'s
	1601	Tom McClain, Chief	11
	1602	Shannon Shipley, Lt/ Detective	26
	Total		37

Squad #1	Officer	Officer Statistics	Case #'s
	1603	Robert Bell, Cpl. / FTO	21
	1607	Joe Duran, Officer	40
	1608	Andrew Stone, Officer	72
	1610	Scott Rowe, Officer	115
	Total		248

Squad #2	Officer	Officer Statistics	Case #'s
	1604	Steve Purdy, Cpl. Investigator	51
	1605	Chris Higgins, Officer	42
	1606	Aaron Roberts, Officer	33
	1609	Danny Wroolie, Officer	82
	Total		208

Reserves	Officer	Officer Statistics	Case #'s	Hours
	1630	Clint Heimbach, SRO	1	
	1631	Wyatt Sharp, SRO	0	
	1641	Brian Gordon, Reserve	0	
	1642	JD Landon, Reserve	0	14.5
	1645	Brian Hinkle, Reserve	6	21.35
	Total		7	36.0

Total Incidents	533
------------------------	------------

Incident Statistics

Felony	2	HBO (Handled by Officers)	384
Misdemeanor	26	Use of Force	0
Infraction	219	Use of Force with Injuries	0
Other (Services)	254		

Vehicle Maintenance

Vehicle	Odometer Reading	Monthly Mileage	Shifts Used	Miles per Shift	Month to Date Maintenance	Year to Date Maintenance
WPD -01 2009	138,178	137,254	20	46.2	\$34.95	\$2544.54
WPD-02 2013	57,744	2,102	32	66	\$43.94	\$1,934.01
WPD-03 2013	68,634	961	14	69	\$7.47	\$2,143.98
WPD-04 2013	68,426	1,647	32	51	\$0.00	\$3,727.53
WPD-05 2008	166,139	325	16	20	\$0.00	\$914.72
WPD-06 2013	64,963	2,131	30	71	\$996.13	\$2,641.12
WPD-08M 2008	5,034	5,034	0	0	\$0.00	\$0.00

Vehicle Maintenance Details

WPD-01: Oil Change & Rotate (\$34.95)	WPD-04:
WPD-02: Headlamp (\$8.99) – Oil change & rotate (\$34.95)	WPD-05:
WPD-03: Battery Transmitter (\$7.47)	WPD-06: Control Arms & Tire Rod (\$360.00) Oil Change & Rotate (\$34.95) Control arm hose (\$601.18)

**Planning and Development Report
November 14th, 2016**

Ongoing Projects:

Annexation of Rights of Ways – Completed – The City is checking into having MO DOT adjust the location of one of the signs due to a sight distance issue.

Jackson Street Sidewalk Project: Olsson Engineer- A preliminary final walk thru was performed by City Staff, the Engineer, contractor and MO DOT. on 11-1-16. MO DOT representatives have tentatively accepted the work that has been completed. A punch list was distributed by the Engineer and some minor items were noted. The paving contractor was scheduled for 11-2-16 and paving should be completed in one day. Staff has received a payment request from the Contractor for \$28,221.50. The original bid amount was \$44,588.50. This project is an 80% -20% match and is funded thru MO DOT and OTO by FHWA.

Glenn's Automotive – Staff has been informed that the owner of Glenn's Automotive Repair is now in the process of purchasing the existing building where his current location is.

Green Acres Subdivision –Owner Jack Minnick – The contractor has completed the water meter installations and staff and the Engineer has signed off on the work. Staff has received a Final Plat document and presented it to the Planning and Zoning Commission on 10-25-16. Planning and Zoning approved the plat and staff will be asking for the BOA consideration for approval.

Robertson Subdivision- Staff is waiting on the developer to start construction of Phase 2 .

Meadows West Lift Station Improvements – The project is 80% - 90% completed .

Waste Water Facility Master Plan- Staff is awaiting final approval from DNR.

The Planning and Development Department has started the process of electronically mapping of all City assets. This will be an ongoing project that could involve assistance from other departments but will ultimately provide accurate, timely information via computer access and will allow us to print current maps with various layers of information.

Staff is monitoring an environmental geology survey that is being conducted by Leigh Environmental Group and DNR. The survey pertains to geological conditions in the area of AB & EE. The staff's concern is because of the proximity of the Meadows Well #1 in relation to the survey site.

Staff attended MRWA Operation Symposium Fall Conference 10-27-16 & 10-28-16.

If you have questions concerning my report please contact me at City Hall.
Randy Brown , Director of Development

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 amending the calling for the regular election in the City of Willard, Missouri, for the purpose of having the qualified voters of said City elect a Mayor and three (3) Aldermen. (1st & 2nd Read) Discussion/Vote.

First Reading: 11/14/16

Second Reading: 11/14/16

BILL NO: 16-32

ORDINANCE NO: 161114A

AN ORDINANCE

AN ORDINANCE CALLING FOR THE REGULAR ELECTION IN THE CITY OF WILLARD, MISSOURI, FOR THE PURPOSE OF HAVING THE QUALIFIED VOTERS OF SAID CITY ELECT **ONE (1) MAYOR** AND THREE (3) ALDERMEN, DESIGNATING A TIME OF HOLDING SAID ELECTION, PRESCRIBING THE INFORMATION FROM THE BALLOT TO BE USED, AND AUTHORIZING THE CITY CLERK TO GIVE SUCH INFORMATION AND NOTICE OF SAID ELECTION TO THE COUNTY CLERK OF GREENE COUNTY.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD AS FOLLOWS:

Section 1: The annual City election shall be held on April 4th, 2017 as provided by Missouri Revised Statutes with the polling places, judges, and clerks, as may be provided by the County Clerk, as the same is now set forth by the Missouri Revised Statutes.

Section 2: At the said election, the following offices shall be on the ballot and filled by the election for a term of office of two (2) years:

- One (1) Mayor (two (2) year term)**
- One (1) Alderman for Ward I (two (2) year term)
- One (1) Alderman for Ward II (two (2) year term)
- One (1) Alderman for Ward III (two (2) year term)

Section 3: The filing deadline to be a candidate for any of the above offices to be filled at said election is 5:00 p.m. on January 17, 2016.

Section 4: The City of Willard, Missouri, is hereby authorized and directed to give notice of said election to the County Clerk of Greene County who will be responsible for causing the same to be published in a newspaper of general circulation, a notice of the time, place of holding and purpose of said election. The County Clerk will determine the dates for said election to be published in accordance with the requirements of the Missouri Revised Statutes.

Section 5: The County Clerk of Greene County is hereby designated as the election authority for the administration of the election as his duties are defined and set forth in the Missouri Revised Statutes, as amended, and that the County Clerk is hereby authorized and directed to prepare the necessary voter registration books and election forms and supplies and shall cause the same to be delivered to the judge of said election.

Section 6: The City Clerk of the City of Willard is hereby authorized and directed to and did give notice of the vacancies to be filled by said election and of the filing deadline to be a candidate. Said notice was and is to be published at least once preceding the filing deadline of the 17th day of January, 2016.

Section 7: 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 8: 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 Aldermen 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 (1) or more Sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 9: 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.

Approved as to form: _____
Ken Reynolds, City Attorney

APPROVED BY:

COREY HENDRICKSON, MAYOR

ATTESTED BY:

JENNIFER ROWE, CITY CLERK

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
_____ JAMIE BUCKLEY	_____	_____
_____ SAMUEL SNIDER	_____	_____
_____ DONNA STEWART	_____	_____
_____ LARRY WHITMAN	_____	_____
_____ SAM BAIRD	_____	_____
_____ DAVID ROGGENSEES	_____	_____

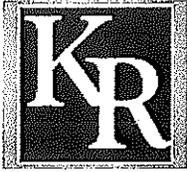
CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 9

Ordinance adopting and enacting a new Chapter 210 to the Willard Municipal Code. (1st Read) Discussion/Vote.



**KEN
REYNOLDS**
ATTORNEY AT LAW, PC

1548 E. Primrose
Springfield, MO 65804
P: (417) 883-7800
F: (417) 883-7802
ken@kenreynoldslaw.com

November 9, 2016

Jennifer Rowe
Willard City Clerk
Via Email: clerk@cityofwillard.org

Re: Table of Offenses – Update due to Senate Bill 491

Dear Jennifer:

I have now reviewed all of the city's code sections that have been effected by the new Senate Bill 491. There are 107 separate ordinances with possible changes based on Senate Bill 491. It is my opinion that all the ordinances and their new chapter section should be kept and not removed by the Board of Aldermen from our ordinance book. Each ordinance is still relevant to the City and will assist the Willard Police Department in its work.

Please call me if you have any questions.

Sincerely,

Kenneth P. Reynolds

KPR/nl

FIRST READING: 11/14/16

SECOND READING:

BILL NO. 16-36

ORD. NO. 161114B

AN ORDINANCE ADOPTING AND ENACTING A NEW CHAPTER 210, OFFENSES, OF THE CODE OF ORDINANCES OF THE CITY OF WILLARD, COUNTY OF GREENE, STATE OF MISSOURI; AND PROVIDING FOR THE REPEAL OF EXISTING CODE CHAPTER 210; AND PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE

Be it ordained by the Board of Aldermen of the City of Willard, County of Greene, State of Missouri, as follows:

Section 1. Findings.

In the 2014 Legislative Session, the Missouri State Legislature enacted Senate Bill 491 and House Bill 1371 which resulted in numerous revisions to Title 38 (Crimes and Punishment) of the State Statutes, effective as of January 1, 2017. Therefore, Chapter 210, Offenses, of the Code of Ordinances of the City of Willard, County of Greene, State of Missouri, requires substantial revision and readoption to effect compliance with the Revised Statutes of Missouri.

Section 2. Adoption of Revised Chapter and Repeal of Existing Provisions; Effective Date.

- A. The entirety of Chapter 210, Offenses, attached hereto, is hereby adopted and enacted as Chapter 210 of the Code of Ordinances of the City of Willard; and such Chapter shall repeal and replace existing Code Chapter 210 as of the effective date provided in Subsection (C) hereof.
- B. The repeal of existing Chapter 210 set forth in Subsection (A) above shall not affect the following:
 - (1) Any ordinance adopted subsequent to June 13, 2106, which reflects the date of the last legislation reviewed for the most recent Code update (Supp. #18, 6/16).
 - (2) Any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established or accruing before the effective date of this ordinance, nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to such date.
- C. All provisions of this ordinance and revised Chapter 210, Offenses, adopted hereby shall be in full force and effect on January 1, 2017.

Section 3. Severability.

It is hereby declared to be the intention of the Board of Aldermen that the Sections, paragraphs, sentences, clauses and phrases of this ordinance and Chapter 210, Offenses, hereby adopted are severable, and if any phrase, clause, sentence, paragraph or Section of this ordinance or Chapter 210 hereby adopted shall be declared unconstitutional or otherwise invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any

of the remaining phrases, clauses, sentences, paragraphs and Sections of this ordinance or Chapter 210 hereby adopted.

Section 4. State Law Reference Table.

For ease of reference, the following State Law Reference Table outlines the Statutory authority, as revised through the 2014 Legislative Session and effective January 1, 2017, for each Section of Chapter 210, Offenses, hereby adopted.

Code Section	RSMo. Section
210.010	556.061, 565.002(14)
210.020	562.012
210.030	562.014
210.120	565.056
210.130	565.076
210.150	565.091
210.160	565.227
210.170	565.130
210.180	568.050
210.190	577.300
210.300	575.020
210.310	575.030
210.320	575.190
210.330	575.250
210.340	575.270
210.350	575.100
210.360	575.290
210.370	575.120
210.380	575.080
210.390	575.150
210.400	575.200
210.410	575.160
210.520	577.100
210.530	577.070
210.540	577.076
210.550	577.150
210.560	577.080
210.660	574.005
210.670	574.010
210.680	574.020
210.690	574.040
210.700	574.050
210.710	574.060
210.730	574.035
210.740	574.160
210.830	571.010
210.840	571.030
210.850	571.020
210.860	571.045.1
210.870	571.085
210.880	571.087
210.890	571.060.1(2),(3)
210.900	571.107
210.910	571.037
210.940	571.070

Code Section	RSMo. Section
210.1020	569.010
210.1030	569.090
210.1040	569.120
210.1050	569.130
210.1060	569.140
210.1070	569.150
210.1080	569.155
210.1090	569.060
210.1100	569.065
210.1110	570.030
210.1120	302.286
210.1140	570.145
210.1150	570.130
210.1160	570.140
210.1170	570.085
210.1180	570.057
210.1190	570.120
210.1200	537.125
210.1210	407.300
210.1220	407.301
210.1230	407.302
210.1240	407.303
210.1350	567.010
210.1360	567.020
210.1370	567.030
210.1390	567.080
210.1500	566.010
210.1510	566.093
210.1520	566.101
210.1530	566.148
210.1540	566.149
210.1550	589.426
210.1670	573.010
210.1680	573.030.1
210.1690	573.040
210.1800	579.015
210.1810	579.015
210.1820	195.418
210.1830	579.074
210.1840	579.097
210.1850	579.099
210.1860	579.101
210.2100	407.925
210.2105	407.926
210.2110	407.931
210.2120	407.933
210.2130	407.934.1
210.2140	407.927
210.2150	407.928
210.2160	407.929

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

DAVID ROGGENSEES

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 11

**Ordinance approving the 2017 Proposed Budget. (1st
Read) Discussion/Vote**

First Reading:11/14/16

Second Reading:_____

BILL NO.16-37

ORDINANCE: 161114C

AN ORDINANCE

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF WILLARD,
MISSOURI FOR THE YEAR 2017.

WHEREAS, a study had been made by the Board of Aldermen as to the anticipated revenue, expenditures, and expenses of the City for the year of 2017; and

WHEREAS, one public hearing having been held, after legal notice thereof, as to the overall budget and the anticipated revenues and expenditures by categories.

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

Section 1: The City does hereby adopt the annual budget for the year 2017 set forth on the attached Schedule A, which is incorporated herein by reference as if set forth in full.

Section 2: The appropriate officers of the City are authorized to make all payments and issue checks from the City treasury in payment of items reflected in the approved budget.

Section 3: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed in so far any portion thereof shall conflict with this Ordinance.

Section 4: 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 5: 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 Aldermen 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 6: 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.

READ TWO (2) TIMES AND PASSED at the meeting of the Board of Aldermen of the City of Willard, Missouri, on the ____ day of _____ 2016.

Approved as to form: _____
Ken Reynolds, City Attorney

Attested by:

Approved by:

Jennifer Rowe, City Clerk

Corey Hendrickson, Mayor

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

1ST READING

JAMIE BUCKLEY

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

DAVID ROGGENSEES

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

2ND READING:

JAMIE BUCKLEY

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

DAVID ROGGENSEES

Agenda Item Staff Report and Back-up

Title of Item: Proposed Budget for Fiscal Year 2017

Initiated by: City Administrator



1. Description and Objective of item: The Budget for FY 2017 is presented for review and adoption.

2. Previous Board Action: No

3. Options: Adopt, or amend and adopted afterwards.

4. Financial impact; Source of funds: All revenues are projected from all sources. All projected expenses are displayed through all cost centers.

5. Staff analysis / recommendations: The City will receive \$6,345,000 in revenues from all sources and fund all budgeted activities, leaving increases in all ending fund balances (reserves). City Administrator recommends close scrutiny of all budgeted cost centers and activities and then adoption of the overall budget as presented.

**CITY OF WILLARD
PROPOSED BUDGET FY 2017
BUDGET SUMMARY**

ALL REVENUES - ALL SOURCES

General	\$ 1,759,000
P & D	11,169
Streets	258,943
Law	193,000
Parks & Rec	1,028,050
Water	1,267,660
Sewer	<u>1,828,000</u>
TOTAL	\$ 6,345,822

ALL SALARIES & RELATED = 37.8 % OF REVENUE

General	\$ 87,149
P & D	171,866
Streets	222,370
Law	733,382
Parks & Rec	684,396
Water	252,382
Sewer	<u>248,190</u>
	\$ 2,399,735

NOTE: DEBT SERVICE INCLUDED

ANNUAL DEBT SERVICE		
\$ 297,600		PARKS
110,000		WATER
<u>96,700</u>		SEWER
\$ 504,330		

OPERATING EXPENSES = 39.6 % OF REVENUE

General	\$ 138,404
P & D	29,850
Streets	178,600
Law	198,550
Parks & Rec	566,400
Water	526,100
Sewer	<u>875,500</u>
	\$2,513,404

CAPITAL OUTLAY = 18.6 % OF REVENUE

General	\$ 19,500
P & D	18,225
Streets	344,000
Law	118,000
Parks & Rec	157,500
Water	202,207
Sewer	<u>327,000</u>
	\$ 1,186,432

TOTAL \$ 6,099,571

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 12

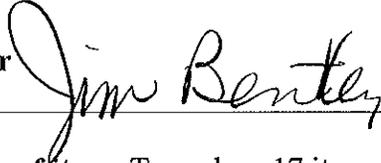
**Discussion/Vote on the Comprehensive Plan
Revision.**

City of Willard
Board of Aldermen Meeting
November 14, 2016

Agenda Item Staff Report and Back-up

Title of Item: Approval of Scope of Work Amendment – Great River Engineering Contract

Initiated by: City Administrator



1. **Description and Objective of item:** To replace 17 items in an original scope of work aimed at production of a Comprehensive Plan with a new nine-item scope of work related to a plan for closure of the City's Meadows' lagoon.

2. **Previous Board Action:** Yes, in April of 2016 to contract with Great River. The contract runs through December 2017, is for a total of \$50,000, and has the scope of work to prepare a revised Comprehensive Plan.

3. **Options:**
 - a) Let staff do the Comprehensive Plan; cancel contract.
 - b) Let the contract stand with the Engineering firm as approved in April
 - c) Let staff do the Comprehensive Plan, amend the Engineering firm's scope of work to engineering the required Lagoon Closure Plan.

4. **Financial impact; Source of funds:** The original source of funds was approved to be a distribution of "Capital Improvement" funds spread across General Fund accounts (\$30,000) and Enterprise Fund accounts (water and sewer -\$20,000) . The proposed reduced scope of engineering work (\$35,000) could be entirely Enterprise Fund sourced.

There should be a net reduction of approximately \$15,000 in expenditures.

5. **Staff analysis / recommendations:** City Administrator recommends option c, above. City staff are fully capable of performing the necessary public opinion research, processing the statistics, holding public hearings, and writing the chapters of a revised Comprehensive Plan for the City. Engineering is required to approach Department of Natural Resources and present a lagoon closure plan for approval. Having such an approved closure plan is necessary to proceed with the closing of the lagoon. Lagoon closure with a substitute sewer collection system is required to lift the building moratorium at the Meadows service area.

GREAT RIVER ENGINEERING, INC.
2826 S. Ingram Mill
Springfield, MO 65804
Phone: 417-886-7171 Fax: 417-886-7591

ADDENDUM TO CONTRACT OF APRIL 24, 2016

DATE: October 10, 2016

CLIENT: City of Willard

ADDRESS: 224 W Jackson St

CITY: Willard STATE: MO ZIP: 65781

REQUESTED BY: James Bently, City Administrator

DESCRIPTION OF WORK TO BE PERFORMED:

This Scope of Work Addendum replaces Tasks # 1 through 17 of the original contract Comprehensive Plan dated April 24, 2016 with the Tasks listed below.

Task 1. Meet with MoDNR to review lagoon closure regulations pertaining to municipal lagoons.

Task 2. Meet with the City of Willard to gather historic information for the lagoons

Task 3. Develop a Municipal Lagoon Closure Plan for the Meadows Lagoon following 10 CSR 20-6.010 and 10 CSR 20-6.015

Task 3. Develop a land application plan/process for the lagoon sludge if required.

Task 4. Make arrangements for sludge testing if required.

Taks 5. Determine the residual mix with soils ratio for the lagoon after sludge removal if sludge exceeds agricultural rates.

Task 6. Develop a grading plan for the closed lagoon to prevent future ponding of storm water

Task 7. Witness sludge and land application for verification to DNR.

Task 8. Provide DNR with closeout documents so the lagoons can be officially closed.

Task 9. Additional services may be requested including the original scope of work but the fee is not included in this Addendum.

COMPENSATION: \$35,000.00

SIGNATURES:

ENGINEER:  PRINCIPAL DATE: 10-10-16

CLIENT: _____ DATE: _____

City of Willard

BILLING INFORMATION

Standard Time Basis: Fees for professional and/or technical services which are to be performed in connection with any project on Great River Engineering of Springfield, Inc. (GRE) Standard Time Basis will be calculated as follows:

Charges shall be equal to total of (a) "Hourly Rates", (b) "Reimbursable Expenses", and (c) 110% of "Subcontract Expenses".

"Reimbursable Expenses" are defined as actual non-labor expenditures incurred on the project including transportation, subsistence and other travel expenses, long distance telephone and facsimile, printing of specifications, reproductions, blue prints, mailing, computer charges and similar items, as approximately defined in Standard Form of Agreement between Owner and Engineer for Professional Services, Engineers Joint Contract Documents Committee No. 1910-1, hereafter "EJCDC No. 1910-1."

"Subcontract Expenses" are defined as expenditures for specialized outside services, such as sub-consultants, special studies, professional estimators, aerial surveys, renderings, models, ownership searches, etc.

Estimates of Fees, Based on Hourly Rate: If an estimate of GRE's fee is stated in this Proposal, the estimate shall not be considered a firm figure and actual fees and expenses may vary.

Fees Billed as a Lump Sum: Lump Sum billings for professional services will be based upon GRE's estimate of the proportion of the total services actually completed at the time of billing.

GENERAL CONDITIONS

Responsibility of GRE: Basic services shall be performed in accordance with the terms and conditions outlined in the latest edition of EJCDC No. 1910-1 and as set forth in the Work Authorization agreement, which documents are incorporated herein by this reference.

Responsibility of Client: The Client's responsibilities shall be in accordance with terms and conditions outlined in the latest edition of EJCDC No. 1910-1.

Limitation of Liability: In recognition of the relative risks and benefits of the project to both the Client and GRE, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of GRE and its officers, employees, agents, and subconsultants to the Client on the project for any claims, losses, costs, damages or expenses of any nature whatsoever, from any cause or causes, so that the total aggregate liability of all those named shall not exceed \$50,000, or GRE's total fee for services rendered on this project, whichever is less. Such claims and causes include, but are not limited to negligence, professional acts, errors or omissions, strict liability, breach of contract or warranty, not including gross negligence or intentional misconduct. It is agreed that one percent (1%) of GRE's fee represents specific consideration for this limitation.

Termination: Either the Client or GRE may terminate this Agreement at any time, with or without cause, upon giving the other party seven (7) calendar days prior written notice. The Client shall, within fourteen (14) calendar days of receipt of GRE's final invoice, pay GRE for all services rendered and all costs incurred up to the date of termination.

Terms of Payment: Unless otherwise provided for in this Agreement, GRE will submit monthly invoices for services which have been completed, each of which is due and payable within fourteen (14) calendar days of receipt of invoice. If any invoice is not paid within thirty (30) days after receipt, late payment charges of 1½% per month will be added. Fees are in no way contingent upon the Client obtaining funding or receiving his fee from another source. GRE may, after giving seven (7) days written notice to Client, suspend services under this Agreement until it has been paid in full all accounts due for services and expenses.

Ownership of Instruments of Service: All documents, including reports, drawings, specifications, and electronic media (disks) furnished by GRE pursuant to this Agreement, are instruments of this service in respect of the project and shall be the property of GRE who retains all rights therein, including the copyrights. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the project. Any reuse without specific written authorization by GRE is prohibited and Client shall indemnify and hold harmless GRE from all claims, damages, liabilities, and expenses, including attorney's fees, arising out of or resulting therefrom. Any verification or adaptation for reuse will entitle GRE to further compensation at rates to be agreed upon by Client and GRE.

Opinions of Probable Construction Costs: In providing opinions of probable construction cost, the Client understands that GRE has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of GRE qualifications and experience. GRE makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs, which may vary.

Bidding, Construction, and Operational Phases: It is understood and agreed that GRE's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other services during the bidding or negotiation phase, construction phase, and operational phase, and that such services will be provided by the Client. The provisions of EJCDC No. 1910-1 regarding such phases shall not be part of Basic Services unless such services are agreed to in the Work

Authorization. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against GRE that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold GRE harmless from any claim, damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, including those relating to GRE's own alleged negligence.

If the Client requests in writing that GRE provide any specific construction phase services and if GRE agrees in writing to provide such services, then GRE shall be compensated as Additional Services, per GRE's and its subconsultants' standard hourly rates.

Jobsite Safety: Neither the professional activities of GRE, nor the presence of GRE or its employees and subconsultants at a construction site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not to limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. GRE and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the Contractor. The Client also agrees that the Client, GRE and GRE's consultants shall be made additional insureds under the Contractor's general liability insurance policy.

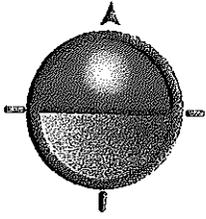
Hazardous Materials: It is acknowledged by both parties that GRE's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event GRE or any other party encounters asbestos or hazardous or toxic materials at the jobsite or any adjacent areas that may affect the performance of GRE's services, GRE may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

Miscellaneous: If the Client issues a Purchase Order of which this proposal becomes a part, the terms of this Agreement will take precedence in the event of a conflict of terms. GRE makes no warranty, express or implied, to Client with regard to its services or the results to be obtained from the same.

The EJCDC No. 1910-1 Agreement shall be furnished by GRE to Client upon request. In the event of any conflict between the terms of that document and this Agreement, this Agreement shall control.

Governing Law: In the event that any part of this document is held invalid by any court, the remainder of the Agreement shall remain in full force and effect. This document shall be governed by the laws of the State of Missouri.

Amendments: This Agreement and the Work Authorization and documents incorporated herein constitute the entire agreement of the parties and supersedes all prior negotiations and representations. The Agreement can only be amended in writing, signed by both parties. There are no third party beneficiaries, intended or otherwise, hereto, except as Client's limitation of liability and indemnity obligations are expressly to benefit others as stated herein.



GRE
GREAT RIVER
ENGINEERING

April 24, 2016

Randy Brown
Director of Development
City of Willard
224 W Jackson St
Willard, MO, 65781

RE: Professional Consulting Services for the Updating of the Willard City Comprehensive Plan

Dear Mr Brown:

Thank you, for the opportunity to submit our cost proposal for Professional Consulting services for the revisions to the City of Willard Comprehensive Plan.

Great River Engineering has compiled a multi-disciplinary team of professionals specializing in innovative, functional planning and design to address the Comprehensive Plan for your City. The GRE team is located in Springfield and comprised of a unique and highly qualified team of engineers, surveyors, GIS specialists, landscape architects and support staff. We are anxious to get started on the plan and look forward to hearing from you regarding a formal kick-off meeting.

We understand that the City of Willard is not looking for a completely new comprehensive plan but for a limited updated comprehensive plan. This revised comprehensive plan will meet the City's comprehensive plan budget and provide the City with an updated comprehensive plan.

Schedule. The City's goal for completion of the comprehensive plan revision is December 31, 2017. The City's departments will work with GRE to provide new information/data, review and revise their individual sections of the plan. The City's staff and GRE's staff must work together to complete a successful comprehensive plan within the allowed budget.

We have attached our understanding of the project scope and a breakdown of associated tasks behind this cover letter. The following listing represents the major plan components and our *projected cost associated with providing the related services*:

1. Introduction- GRE will review the existing Introduction and make any revisions/updates to the revision text.
2. Community Visioning-GRE will hold two public meetings and develop surveys to acquire information for revisions to the Community Visioning section.
3. GRE will meet with City of Willard staff to review and revise the Goals and Objectives for the comprehensive plan.

4. Land Use Plan- GRE will work with the City's planning and zoning commission to review the Land Use section of the plan. Public hearings will be held to gather the citizen's input/vision on this section of the plan.
5. Plan Implementation- GRE will work with the City's staff to review and make any revisions to this section of the comprehensive plan.
6. Historic Overview- This section will be reviewed but there should be minimal changes.
7. Socio-Economic Profile- This section will be updated with statistics provided by the OTO, and with MSU students providing confirmation data
8. Environmental Characteristics- This section will be updated with any new information available. Citizen Surveys and public meetings will be conducted to gather citizen input.
9. Community Facilities and Services- GRE will work with the City's staff to revise and update this section of the plan. Citizen Surveys and public meetings will be conducted to gather citizen input.
10. Water system review- This section will review the City's water system for possible expansion needs but does not develop annual budgets for the water system growth. Citizen Surveys and public meetings will be conducted to gather citizen input.
11. Sanitary Sewer system review- The City is having Olsson Engineering perform a wastewater comprehensive plan that will be incorporated in to this comprehensive plan. GRE will review their section of the plan with respect to overall city planning. Citizen Surveys and public meetings will be conducted to gather citizen input.
12. Transportation System- GRE will work with the OTO's staff to develop the transportation system overall plan for the City of Willard. Citizen Surveys and public meetings will be conducted to gather citizen input.
13. Parks and Trails- GRE's staff will work with the City of Willard's park department staff to review and revise the long range park plan. Citizen Surveys and public meetings will be conducted to gather citizen input.
14. References- This section will be revised to reflect the additional information in the new plan.
15. Appendix A- Community surveys. Surveys will be developed for each department within the City and for other topics of interest to be distributed to the citizens with the resulting input compiled in Appendix A.
16. Appendix B, Housing Condition Survey- This section will be revised with the assistance of the City's staff
17. Public meetings- Input from the Citizens of Willard is critical for the revision of the comprehensive plan. To this end several public meetings of differing formats will be conducted to gather citizen input on all areas of the comprehensive plan.

AGREEMENT BETWEEN CLIENT AND CONSULTANT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT between the City of Willard ("Client")
and Great River Associates, Inc. ("Consultant").

Project Name: City of Willard Comprehensive PLAN Update ("Project")

Client and Consultant agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

Consultant shall provide, or cause to be provided, the services set forth herein and in Exhibit A – "Scope of Services."

ARTICLE 2. CLIENT'S RESPONSIBILITIES

Client shall pay Consultant as set forth in Exhibit B – "Payments to Consultant for Services and Reimbursable Expenses."

Client shall provide Consultant with all criteria and full information as to Client's requirements for the Project.

Client shall furnish to Consultant all Project related information and data as is reasonably required to enable Consultant to complete its Scope of Services.

If the Scope of Services includes Engineering or Surveying services on a specific property (subject property), Client shall furnish to Consultant a copy of a current title commitment. If no current title commitment is available for subject property, Client shall furnish Consultant a complete title search to include, but not limited to, the following items: (1) Deeds of record for subject property and all adjoining properties; (2) any book and pages listed on the deeds; (3) existing easements affecting subject property; (4) Right-of-way deeds affecting subject property; (5) City or County ordinances affecting subject property; (6) previous Minor Subdivisions and/or Administrative Subdivisions affecting subject property; and (7) any relinquishment or vacation documents affecting subject property. Physical copies of the above mentioned documents are required.

Client shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3. SCHEDULE FOR RENDERING SERVICES

Consultant shall begin rendering services upon the full execution of this Agreement by Client and Consultant and upon Consultant's receipt of any retainer amounts set forth in Exhibit B. Consultant shall complete its obligations with due diligence and in a reasonably timely manner. Any specific periods of time for rendering services or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

Client shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Consultant's performance of its services. If Client authorizes changes in the scope, extent, or character of the Project, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

ARTICLE 4. INVOICES AND PAYMENTS

Any retainer amounts specified in Exhibit B will be applied to the final invoice(s) on the Project and will not reduce interest charges on overdue payments.

Consultant shall prepare monthly invoices in accordance with its standard invoicing practices and the terms of Exhibit B. Invoices are due upon Client's receipt.

Payments received on the Project will be credited first to any interest owed to Consultant and then to principal starting with the oldest invoice.

If Client fails to make any payment due Consultant for services and expenses within 30 days of receipt of Consultant's invoice, then: (1) amounts due Consultant will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and (2) Consultant may suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against Consultant for any such suspension.

Consultant's fees are in no way contingent upon the Client obtaining funding or receiving his fee from another source.

If Client contests an invoice in writing, Client may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5. OPINIONS OF COST

5.1 Opinions of Probable Construction Cost:

The services, if any, of Consultant with respect to Opinions of Probable Construction Cost are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator.

5.2 Opinions of Total Project Costs:

The services, if any, of Consultant with respect to Total Project Costs shall be limited to assisting the Client in collating the various cost categories which comprise Total Project Costs. Consultant assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6. GENERAL CONSIDERATIONS

6.1 Standards of Performance:

The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Consultant may employ such Sub-Consultants as Consultant deems necessary to assist in the performance or furnishing of the services.

Subject to the standard of care described above, Consultant and its Sub-Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant and Client shall comply with applicable Laws and Regulations and Client-mandated standards that Client has provided to Consultant in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Client's responsibilities or to Consultant's scope of services, times of performance, and compensation.

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain. Client agrees not to make resolution of any dispute with the

Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant signing any such documents.

Consultant shall not at any time supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work for this Project.

Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Consultant's own employees and its Sub-Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications given by Client without consultation and advice of Consultant.

6.2 Design Without Construction Phase Services:

If Consultant's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then: (1) Consultant's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Consultant shall have no design or shop drawing review obligations during construction; (3) Client assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Client waives any claims against the Consultant that may be connected in any way thereto.

6.3 Use of Documents:

All Documents are instruments of service in respect to this Project, and Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Consultant) whether or not the Project is completed. No One shall rely in any way on any Document unless it is hand signed and sealed or digitally signed and certified by the Consultant or one of its Sub-Consultants.

A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party unless such documents have been digitally signed and certified by the Consultant. Any conclusion or information obtained or derived from electronic files that have not been digitally signed and certified by the Consultant will be at the user's sole risk. If there is a discrepancy between unsigned or uncertified electronic files and the hard copies or digitally signed and certified electronic documents, the hard copies and digitally signed and certified electronic documents shall govern.

Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. Consultant grants Client a license to use the Documents on the Project, extensions of the Project, and other projects of Client, subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Client or others on extensions of the Project or on any other project without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's Sub-Consultants; (3) ~~Client shall indemnify and hold harmless Consultant and Consultant's Sub-Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Consultant;~~ (4) such limited license to Client shall not create any rights in third parties.

If Consultant at Client's request verifies or adapts the Documents for extensions of the Project or for any other project, then Client shall compensate Consultant at rates or in an amount to be agreed upon by Client and Consultant.

6.4 Contractor's Insurance:

Client shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 5.04 of the "Standard General Conditions of the Construction Contract," (No. C 700, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Consultant and Consultant's Sub-Consultants to be listed as additional insureds with a waiver of subrogation with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

A Certificate of Insurance with the above provisions shall be obtained and kept by the Client.

The limits of liability for the Contractor's insurance shall meet or exceed the following:

1. Workers' Compensation:	Statutory
2. Employer's Liability -	
a. Each Accident:	\$100,000
b. Disease, Policy Limit:	\$500,000
c. Disease, Each Employee:	\$100,000
3. General Liability -	
a. Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
b. General Aggregate:	\$2,000,000
4. Automobile Liability -	
a. Bodily Injury, Each Accident	\$1,000,000
b. Property Damage, Each Accident	\$1,000,000
or	
a. Combined Single Limit (Bodily Injury and Property Damage), Each Accident:	\$1,000,000

6.5 Suspension:

Suspension By Client. Client may suspend the Project upon seven days written notice to Consultant.

Suspension By Consultant.

1. If Consultant's services are substantially delayed through no fault of Consultant, Consultant may, after giving seven days written notice to Client, suspend services under this Agreement.
2. If Consultant's invoices are not paid within 30 days of Client's receipt, Consultant may suspend services under this Agreement until Consultant has been paid in full all accounts due for services and expenses.

6.6 Termination:

Either Consultant or Client may terminate this Agreement upon seven (7) days written notice to the other party. Neither party shall have any liability to the other on account of such termination, except that Consultant will be entitled to invoice Client and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Client shall have the limited right to the use of Documents, at Client's sole risk, subject to the provisions of Article 6, Section 6.3 - "Use of Documents." In the event of termination by Client, Consultant shall be entitled, in addition to invoicing for those items identified above, to invoice Client and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Consultant's Sub-Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.

6.7 Controlling Law:

This Agreement is to be governed, construed and enforced in accordance with the laws of the State of Missouri, without respect to its principles governing conflicts of law. Unless otherwise mandated by law, venue for any litigation arising out of this Agreement or the services rendered to Client by Consultant shall lie exclusively in the Circuit Courts of Greene County, Missouri.

6.8 Successors, Assigns, and Beneficiaries:

Client and Consultant are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant (and to the extent permitted by the following paragraph, the assigns of Client and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

6.9 Dispute Resolution:

Client and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days. If the parties fail to resolve a dispute through these negotiations, then the parties may exercise their rights under law.

In the event it is necessary for Consultant to refer a dispute with Client to an attorney, then in addition to all payments and accrued interest owed under this Agreement, Client shall also be liable for Consultant's reasonable costs, expenses and attorneys' fees incurred therein.

6.10 Indemnification, Allocation of Risks, and Waiver:

1. PERCENTAGE SHARE OF NEGLIGENCE. TO THE FULLEST EXTENT PERMITTED BY LAW, A PARTY'S TOTAL LIABILITY TO THE OTHER PARTY AND ANYONE CLAIMING BY, THROUGH, OR UNDER THE OTHER PARTY FOR ANY COST, LOSS, OR DAMAGES CAUSED IN PART BY THE NEGLIGENCE OF THE PARTY AND IN PART BY THE NEGLIGENCE OF THE OTHER PARTY OR ANY OTHER NEGLIGENT ENTITY OR INDIVIDUAL, SHALL NOT EXCEED THE PERCENTAGE SHARE THAT THE PARTY'S NEGLIGENCE BEARS TO THE TOTAL NEGLIGENCE OF CLIENT, CONSULTANT, AND ALL OTHER NEGLIGENT ENTITIES AND INDIVIDUALS.

~~2. AGREEMENT NOT TO CLAIM FOR COST OF CERTAIN CHANGE ORDERS. CLIENT RECOGNIZES AND EXPECTS THAT CERTAIN CHANGE ORDERS MAY BE REQUIRED TO BE ISSUED AS THE RESULT IN WHOLE OR PART OF IMPRECISION, INCOMPLETENESS, ERRORS, OMISSIONS, AMBIGUITIES, OR INCONSISTENCIES IN THE DRAWINGS, SPECIFICATIONS, AND OTHER DESIGN DOCUMENTATION FURNISHED BY CONSULTANT OR IN THE OTHER PROFESSIONAL SERVICES PERFORMED OR FURNISHED BY CONSULTANT UNDER THIS AGREEMENT ("COVERED CHANGE ORDERS"). ACCORDINGLY, CLIENT AGREES NOT TO SUE AND OTHERWISE TO MAKE NO CLAIM DIRECTLY OR INDIRECTLY AGAINST CONSULTANT ON THE BASIS OF PROFESSIONAL NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE WITH RESPECT TO THE COSTS OF COVERED CHANGE ORDERS ON A SPECIFIC PROJECT UNLESS THE COSTS OF SUCH COVERED CHANGE ORDERS EXCEED 5% OF CONSTRUCTION COST FOR THAT SPECIFIC PROJECT, AND THEN ONLY FOR AN AMOUNT IN EXCESS OF SUCH PERCENTAGE. ANY RESPONSIBILITY OF CONSULTANT FOR THE COSTS OF COVERED CHANGE ORDERS IN EXCESS OF SUCH PERCENTAGE WILL BE DETERMINED ON THE BASIS OF APPLICABLE CONTRACTUAL OBLIGATIONS AND PROFESSIONAL LIABILITY STANDARDS. FOR PURPOSES OF THIS PARAGRAPH, THE COST OF COVERED CHANGE ORDERS WILL NOT INCLUDE ANY COSTS THAT CLIENT WOULD HAVE INCURRED IF THE COVERED CHANGE ORDER WORK HAD BEEN INCLUDED ORIGINALLY WITHOUT ANY IMPRECISION, INCOMPLETENESS, ERROR, OMISSION, AMBIGUITY, OR INCONSISTENCY IN THE CONTRACT DOCUMENTS AND WITHOUT ANY OTHER ERROR OR OMISSION OF CONSULTANT RELATED THERETO. NOTHING IN THIS PROVISION CREATES A PRESUMPTION THAT, OR CHANGES THE PROFESSIONAL LIABILITY STANDARD FOR DETERMINING IF, CONSULTANT IS LIABLE FOR THE COST OF COVERED CHANGE ORDERS IN EXCESS OF THE PERCENTAGE OF CONSTRUCTION COST STATED ABOVE OR FOR ANY OTHER CHANGE ORDER. WHEREVER USED IN THIS PARAGRAPH, THE TERM CONSULTANT INCLUDES CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANT'S SUB-CONSULTANTS. CLIENT FURTHER AGREES NOT TO SUE AND OTHERWISE TO MAKE NO CLAIM DIRECTLY OR INDIRECTLY AGAINST CONSULTANT WITH RESPECT TO ANY COVERED CHANGE ORDER NOT IN EXCESS OF SUCH PERCENTAGE~~

~~STATED ABOVE, AND CLIENT AGREES TO HOLD CONSULTANT HARMLESS FROM AND AGAINST ANY SUIT OR CLAIM MADE BY THE CONTRACTOR RELATING TO ANY SUCH COVERED CHANGE ORDER.~~

3. LIMITATION OF REMEDIES. CONSULTANT'S AGGREGATE LIABILITY RESPONSIBILITY TO CLIENT, INCLUDING THAT OF CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, AND SUB-CONSULTANTS, IS LIMITED TO \$50,000 OR THE AMOUNT OF CONSULTANT'S FEE UNDER THIS AGREEMENT, WHICHEVER IS LESS. THIS LIMITATION OF REMEDY APPLIES TO ALL LAWSUITS, CLAIMS OR ACTIONS, WHETHER IDENTIFIED AS ARISING IN TORT, CONTRACT OR OTHER LEGAL THEORY RELATED TO CONSULTANT'S SERVICES UNDER THIS AGREEMENT AND ANY CONTINUATION OR EXTENSION OF CONSULTANT'S SERVICES.

IF CLIENT DESIRES A HIGHER LIMITATION, CONSULTANT MAY AGREE, AT CLIENT'S REQUEST, TO INCREASE THE LIMITATION OF REMEDY AMOUNT TO A GREATER SUM IN EXCHANGE FOR A NEGOTIATED INCREASE IN CONSULTANT'S FEE. ANY ADDITIONAL CHARGE FOR A HIGHER LIMIT IS CONSIDERATION FOR THE GREATER RISK ASSUMED BY CONSULTANT AND IS NOT A CHARGE FOR ADDITIONAL PROFESSIONAL LIABILITY INSURANCE. ANY AGREEMENT TO INCREASE THE LIMITATION OF REMEDY AMOUNT MUST BE MADE IN WRITING AND SIGNED BY BOTH PARTIES IN ADVANCE OF THE EXECUTION OF THIS AGREEMENT.

4. WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT WAIVES ANY AND ALL CLAIMS FOR OR ENTITLEMENT TO SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PROJECT, AGAINST CONSULTANT AND CONSULTANT'S EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, INSURERS, PARTNERS, AND SUB-CONSULTANTS.

6.11 Miscellaneous Provisions:

1. Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

2. Survival. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

3. Severability. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

4. Waiver. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5. Accrual of Claims. To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date on which Consultant's services under this Agreement are complete. No suit or action shall be commenced by Client or Consultant against the other, or the other's officers, directors, partners, agents, sub-consultants, or employees, after the expiration of two years from the date on which Consultant's services under this Agreement are complete.

ARTICLE 7. DEFINITIONS

Wherever used in this Agreement (including the Exhibits hereto), terms (including the singular and plural forms) printed with initial capital letters have the following meanings:

Additional Services – The services to be performed for or furnished to Client by Consultant in accordance with Exhibit A, Part 2, of this Agreement.

Basic Services – The services to be performed for or furnished to Client by Consultant in accordance with Exhibit A, Part 1, of this Agreement.

Contractor – An individual or entity with whom Client enters into a construction agreement to perform all or a portion of the Work.

Construction Cost – The cost to Client of those portions of the entire Project designed or specified by Consultant. Construction Cost does not include costs of services of Consultant or other design professionals and consultants, cost of land or rights-of-way, or compensation for damages to properties, or Client's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Client. Construction Cost is one of the items comprising Total Project Costs.

Sub-Consultants – Individuals or entities having a contract with Consultant to furnish services with respect to this Project as Consultant's independent professional associates, sub-consultants, subcontractors, or vendors.

Contract Documents – Documents that establish the rights and obligations of the parties engaged in construction and include the construction agreement between Client and Contractor, addenda (which pertain to the Contract Documents), Contractor's bid (including documentation accompanying the bid and any post bid documentation submitted prior to the notice of award) when attached as an exhibit to the construction agreement, the notice to proceed, the bonds, appropriate certifications, the general conditions, the supplementary conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all written amendments, change orders, work change directives, field orders and Consultant's written interpretations and clarifications issued on or after the effective date of the construction agreement. Approved shop drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

Documents – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Consultant to Client pursuant to this Agreement.

Drawings – That part of the Contract Documents prepared or approved by Consultant which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

Laws and Regulations; Laws or Regulations – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

Reimbursable Expenses – The expenses incurred directly by Consultant in connection with the performing or furnishing of Basic and Additional Services for the Project.

Resident Project Representative – The authorized representative of Consultant, if any, assigned to assist Consultant at the Site during the Construction Phase. The Resident Project Representative will be Consultant's agent or employee and under Consultant's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Client. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit C.

Specifications – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

Total Project Costs – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Consultant or other design professionals and consultants, together with such other Project-related costs that Client furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Client's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Client.

Work – The entire completed construction or the various separately identifiable parts thereof required to be provided by a Contractor under Contract Documents for a specific Project. Work includes and is the result of a Contractor performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the applicable Contract Documents.

ARTICLE 8. EXHIBITS AND SPECIAL PROVISIONS

Exhibits Included:

Exhibit A, "Scope of Services," consisting of _____ pages.

Exhibit B, "Payments to Consultant for Services and Reimbursable Expenses," consisting of _____ pages.

Exhibit C, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of _____ pages.

Exhibit D, "Special Provisions," consisting of _____ pages.

Designated Representatives: With the execution of this Agreement, Consultant and Client shall designate specific individuals to act as Consultant's and Client's representatives with respect to the services to be performed or furnished by Consultant and responsibilities of Client under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

Effective Date: The Effective Date of this Agreement shall be the date on which this Agreement is fully executed by Client and Consultant. However, Consultant offers this Agreement to Client and if said Agreement is not fully executed by Client within 30 days of Consultant's signature, said offer of Agreement will be null and void.

Guarantee: As additional security to Consultant, and as additional consideration for services rendered by Consultant, the undersigned for the Client agree to personally and faithfully guarantee payment by Client, including interest and all costs of collection incurred by Consultant, including reasonable attorney's fees, regardless of whether formal legal action is instituted in the collection of past due balances. The undersigned waive notice of acceptance of this guarantee, notice of any extension in time of payment, and all other notices to which the undersigned may be entitled by law, including demand against Client and consent to the above agreement subject to this guarantee being assigned without notice to me. Guarantee is not applicable to public agencies.

Total Agreement: This Agreement (consisting of pages 1 to 5 inclusive, together with the exhibits identified above) constitutes the entire agreement between Client and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which shall be the latter of the execution dates shown below.

Client: City of Willard
Required signatures for Client include: All Officers and Directors for Corporations, all members for Limited Liability Companies, and each individual for Individuals.

Date Signed: May 9, 2016
Signature: [Signature]
Name: Corey J. Hendrichsen Title: Mayor
Signature: [Signature]
Name: J. Everett Mitchell Title: City Administrator
Signature: [Signature]
Name: _____ Title: _____
Signature: _____
Address for giving notices:

Designated Representative:
Name: Kandy Brown Title: Director of Development
Phone Number: 417-742-5308 Fax Number: 417-742-3080

Consultant: Great River Associates, Inc.
Name: King Coltrin Title: Principal
Signature: [Signature]
Date Signed: 4-28-16
Address for giving notices:
2826 S. Ingram Mill Road, Springfield, Missouri 65804
Designated Representative:
Name: _____ Title: _____
Phone Number: _____ Fax Number: _____



AGENDA ITEM # 13

Discussion/Vote on Monthly Expense Payments

City of Willard
Board of Aldermen Meeting
November 14, 2016

Agenda Item Staff Report and Back-up

Title of Item: Request to authorize timely payment of certain routine monthly expenses.

Initiated by: City Administrator



1. **Description and Objective of item:** There are a number of routine, monthly expenses which should be paid timely; this is not always compatible with the timing of Board meetings. If the finance Department of the city must await full Board approval, often these routine payments are paid late. (*Note: See attached list.*)

The objective of this request is to prevent late payments – and to more evenly spread the payment processes across the calendar month.

2. **Previous Board Action:** Yes, at the October 10, 2016 meeting, with action taken to refer the list to the City’s attorney for review and identification as to whether any proposed payable might require prior approval action of the full Board. (*Note: See attached response.*)
3. **Options:**
 - a) permit the finance department staff to process these routine payments on the dual approval of both the Director of Finance and the City Administrator, and subsequently include them in the next Finance report to the Board.
 - b) or continue the practice of taking specific, agendaized action by the full Board prior to payment.
4. **Financial impact; Source of funds:** Negligible financial impacts other than timely payment credits.
5. **Staff analysis / recommendations:** City Administrator and Finance Department agree that the controls are sufficiently in place to permit this; and it would result in a more efficient distribution of Finance department staff time. There may even be some small savings from avoided late fees or interest.

Administrator recommends **“approval to pay the designated routine monthly expenses timely, requiring dual approval signatures of Director of Finance and City Administrator, with these payments subsequently reported to the Board.”**

Monthly Accounts Payable Expenses

All Departments

American Business Systems
AmeriPride
Barracuda
Empire District Electric
Isolved HCM
Ken Reynolds, Attorney at Law
Mediacom
Missouri Employers Mutual
Missouri Gas Energy
Rackspace
Republic Services (City)
Schendel Pest Services
Stamps.com
VDS Vision
Verizon
WEX (Wright Express)
Windstream Communications

Copier Leases
Mats
Cloud Storage Backup
Electric Utilities
Time Clock Lease
City Attorney Fees
Online Service
Workman's Comp Insurance
Gas Utilities
Email & Apps
City Waste Removal
Pest Control Service
Postage Expense
IT Services
Cell Phone Service
Vehicle Fuel Expense
Landline Telephone Services

Court

Law Offices of Kristoffer Barefield
Rooney McBride & Smith

Court Judge Fees
Prosecuting Attorney Fees

Police Department

LegalShield
Spfld-Greene County Health Department

Police Department Insurance
Animal Impound Fees

Public Works

City of Springfield
Clean Uniform
Consulting Analytical Services (CaSi)
Mediacom
MailFinance
Midwest Fibre
Missouri One Call
Online Information Services
Ozarks Greenways
Patriot Disposal (Citizen)
Republic Services (Citizen)
Scott-Gross
Spfld-Greene County Health Department
Water Movers
WCA
Willard Post Master

Sewer Charges
Uniform Expense
Water Analysis
Online Service
Utility Billing Machine Lease
Recycling Center Fees
Locate Fees
Utility Exchange Report / Collection Fees
Rent
Citizen Waste Removal
Citizen Waste Removal
Cylinder Rental
Water Testing
Meadows Lift Station Equipment Rental
Citizen Waste Removal
Utility Billing Postage

Parks Department

Mediacom
Ozarks Coca-Cola

Online Service
Soft Drink Concessions

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 14

Discussion/Vote on Pool Sandblasting.

City of Willard
Board of Aldermen Meeting
November 14, 2016

Agenda Item Staff Report and Back-up

Title of Item: Selection of contractor and approval of proposal for re-painting the City's Pool facility.

Initiated by: City Administrator & Director of Parks and Recreation

1. **Description and Objective of item:** To sand-blast and re-paint the interior of the City's public pool facility.
2. **Previous Board Action:** Yes, including authorizing the collection of bids for the project. The Director of Parks and Recreation has properly requested and received bids on the project.
3. **Options:**

a) Rio Construction	\$172,450
b) Sam Melvin	\$ 85,900
c) Blue Water Pools	\$ 70,841
4. **Financial impact; Source of funds:** Lowest bid is for \$ 70,841 from Blue Water Pools; funds will come from the Parks and Recreation Department's budget for fiscal 2016.
5. **Staff analysis / recommendations:** Director of Parks and Recreation recommends selection of Blue Water Pools to perform the work and City Administrator requests authorization to execute a contract with Blue Water Pools for the project, for a sum not to exceed \$70,841, to come through the 2016 Capital Outlay line of the Parks and Recreation Budget.

9-12-16
Pool Painting & Sandblasting

1. Rio Construction \$ 172,450.-

2. SAM Melvin \$ 85,900.-

* 3. Blue Water Pools \$ 70,841.00

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 15

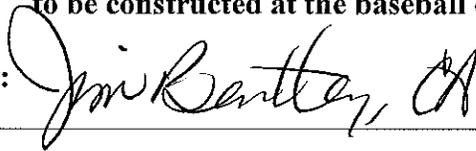
Discussion/Vote on Concession drawings.

**City of Willard
Board of Aldermen Meeting
November 14, 2016**

Agenda Item Staff Report and Back-up

Title of Item: Review and approval of plans for a replacement bathroom/concession facility to be constructed at the baseball complex.

Initiated by:



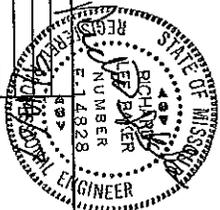
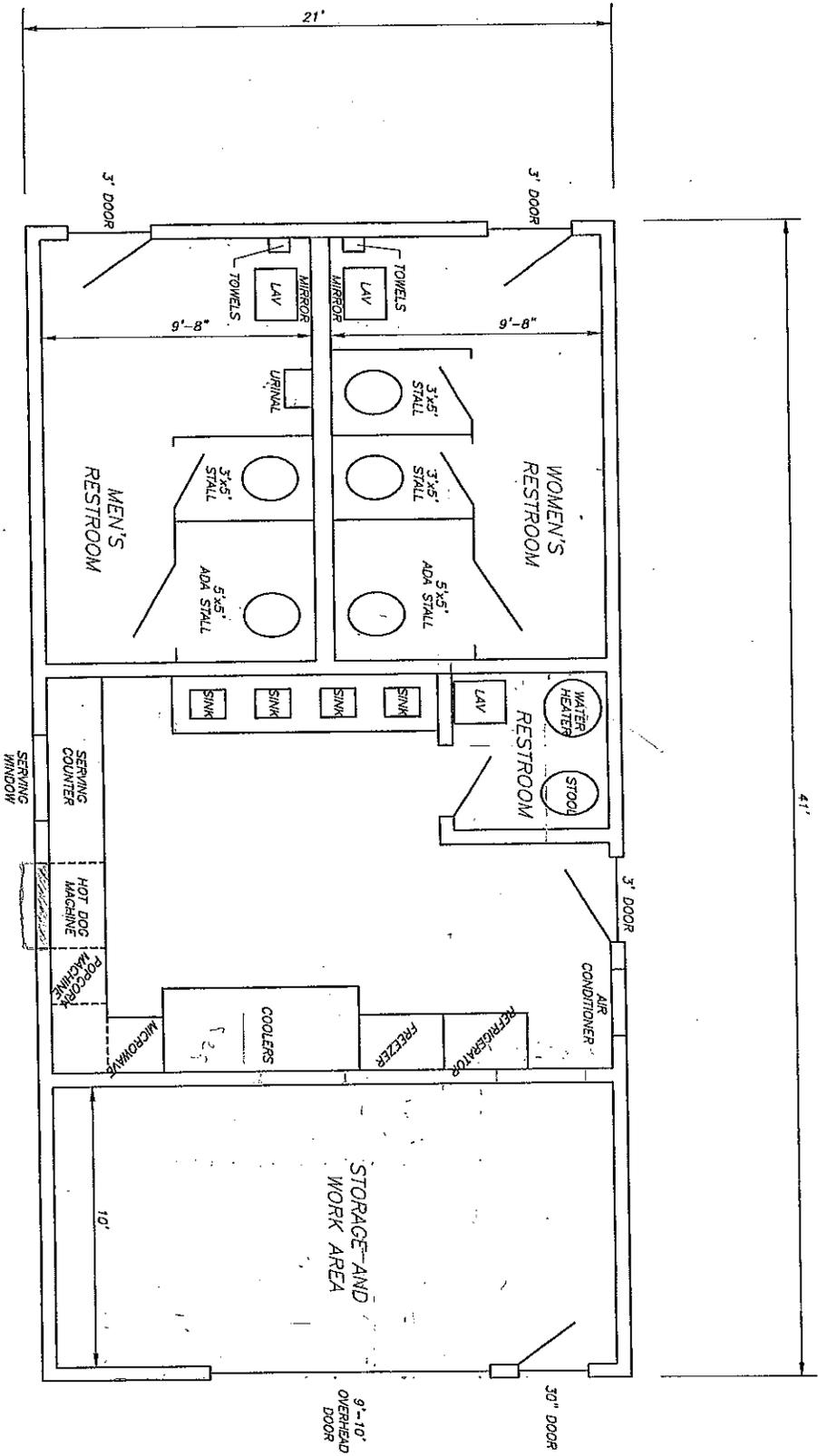
1. Description and Objective of item: A single facility which replaces two dilapidated structures at the baseball complex.

2. Previous Board Action: No.

3. Options: a) approve the design and specify the building materials types; or
 b) return the design to staff for further planning.

4. Financial impact; Source of funds: Estimated \$130,000 from 2017 budgeted capital outlays in the Parks and Recreation Budget.

5. Staff analysis / recommendations: City Administrator requests approval of design; approval to go to bids should be subject to approval of the 2017 Budget for the City.



DRAWING FILE NAME:	WILLARD SOCCER PARK-DWG	OCCUPANT NO.:	1	USBR ID.:	
DATE LAST SAVED:	09/17/07	DATE/TIME PLOTTED:	09/17/07		
PLOT SCALE:	1:1	DRAWN BY:	AMZ	CHECKED BY:	AMZ
DESIGNED BY:	AMZ				
PROJECT NO.:					
DATE:					
BY:					
REVISION:					

Archer
 TOTAL PROJECT MANAGEMENT
 REGIONAL OFFICE: 1324 E. PRINCETON, STE. C
 SPRINGFIELD, MO 65804
 417-582-4433 FAX: 417-865-4028

OTHER OFFICE LOCATIONS

- 107 E. L. LANE, SUITE 200, SPRINGFIELD, MO 65804-1010 • 417-875-4433
- 1010 N. GARDNER, SUITE 100, SPRINGFIELD, MO 65804-1010 • 417-875-4433
- 1010 N. GARDNER, SUITE 100, SPRINGFIELD, MO 65804-1010 • 417-875-4433
- 1010 N. GARDNER, SUITE 100, SPRINGFIELD, MO 65804-1010 • 417-875-4433
- 1010 N. GARDNER, SUITE 100, SPRINGFIELD, MO 65804-1010 • 417-875-4433
- 1010 N. GARDNER, SUITE 100, SPRINGFIELD, MO 65804-1010 • 417-875-4433
- 1010 N. GARDNER, SUITE 100, SPRINGFIELD, MO 65804-1010 • 417-875-4433
- 1010 N. GARDNER, SUITE 100, SPRINGFIELD, MO 65804-1010 • 417-875-4433
- 1010 N. GARDNER, SUITE 100, SPRINGFIELD, MO 65804-1010 • 417-875-4433
- 1010 N. GARDNER, SUITE 100, SPRINGFIELD, MO 65804-1010 • 417-875-4433

CITY OF WILLARD, MISSOURI
 WILLARD SOCCER PARK
 CONCESSION STAND

FLOOR PLAN

PROJECT NO. 0800000537
 DRAWING NO. 2



CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 16

**Ordinance approving the proposed 2017 Park Fees. (1st
Read) Discussion/Vote.**

First Reading: 11/14/16

Second Reading:

Council Bill No.: 16-38

Ordinance No.: 161114D

AN ORDINANCE

AN ORDINANCE APPROVING THE 2017 WILLARD PARKS AND RECREATION DEPARTMENT FEE REVISIONS.

WHEREAS, the Willard Park and Recreational Advisory Board has recommended to the Board of Aldermen the approval of the 2017 fee revisions for the Willard Parks and Recreation Department.

WHEREAS, the Board of Aldermen of the City of Willard, Missouri, has considered the 2017 update for the Willard Parks and Recreation Department;

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 approve the 2017 fee amendments for the Willard Parks and Recreation Department as that document is attached hereto and incorporated herein by reference as Exhibit "1".

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.

Approved as to form: _____
Ken Reynolds, City Attorney

Attested by:

Approved by:

Jennifer Rowe, City Clerk

Corey Hendrickson, Mayor

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

MEMBERS OF THE BOARD OF ALDERMEN:
2ND READ

JAMIE BUCKLEY

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

DAVID ROGGENSEES

Willard Parks and Recreation Fee Sheet 2017

A Willard resident is defined as a person or household maintaining a residence or owning a business within the city limits of Willard. Verification of this residency will be completed by providing any of the following:

1. Picture ID with local address
2. Current (within a month) water or utility bill
3. Voter registration card
4. Business license and check imprinted with a Willard address

Sports	Resident	Non-Resident	Late Fee	Notes
Soccer	\$40.00	\$45.00	\$15.00	7 Game Season
Volleyball	\$40.00	\$45.00	\$15.00	7 Game Season
Flag Football	\$40.00	\$45.00	\$15.00	7 Game Season
Competitive VB	\$40.00	\$45.00	\$15.00	7 Game Season
Team Competitive VB	\$275.00	\$300.00	\$15.00	7 Game Season
Basketball	\$40.00	\$45.00	\$15.00	7 Game Season
Baseball #1	\$40.00	\$45.00	\$15.00	7 Game Season
Baseball #2	\$35.00	\$45.00	\$15.00	5 Game Season
Adult Team VB	\$200.00	\$225.00	\$25.00	7 Game Season
Adult Softball	\$250.00	\$275.00	\$25.00	7 Game Season
Mens Basketball	\$250.00	\$275.00	\$25.00	7 Game Season
Fitness Programs				
	Resident	Non-Resident	PC - R/Non	PC - R/Non
Fitness Programs	\$5.00	\$7.00	9 - \$40/\$56	12 - \$50/\$70 18 - \$75/\$105
Child Care	\$1.00	\$3.00		Per Class
Races				
	Early	Late		Notes
Family Fun Run 13 Under	\$15.00	\$25.00		
Family Fun Run 13+	\$20.00	\$30.00		
Adventure Race	\$50.00	\$75.00		
Fitness Competition	\$50.00	\$75.00		
Splash 'n Dash Youth Triathlon	\$25.00	\$40.00		
Frisco Runaway Triathlon	\$50.00	\$75.00		
Youth Programs				
	Resident	Non-Resident	Late Fee	R - Week Non - Week
Out of School Days	\$17.50	\$20.00	\$10.00	N/A N/A
Winter Camp	\$17.50	\$20.00	\$10.00	\$85.00 \$95.00
Spring Break Camp	\$17.50	\$20.00	\$10.00	\$85.00 \$95.00
Kids Night Out	\$7.00	\$10.00	\$10.00	N/A N/A
Summer Camp	\$17.50	\$20.00	\$10.00	\$85.00 \$95.00
Fee Dependent on State Pay Sliding Scale				
Summer Camp - State Pay Children	\$30.00	\$35.00	N/A	N/A N/A
Tumbling Toddlers	\$30.00	\$35.00	N/A	N/A N/A
Youth Yoga	\$40.00	\$45.00	\$10.00	N/A N/A
Cheerleading	\$5.00	\$5.00	N/A	N/A N/A
Pom Pom Rental	\$25.00	\$30.00	N/A	N/A N/A
Cheer Clinic	\$3.00	\$5.00	N/A	N/A N/A
Home School PE				6/\$25 6/\$25

Dance	Resident	Non-Resident	Late Fee		Notes
Creative Dance	\$50.00	\$55.00	N/A		8 Week Session
Ballet & Tap	\$50.00	\$55.00	N/A		8 Week Session
Ballet, Tap, & Jazz	\$65.00	\$70.00	N/A		8 Week Session
Rentals	Resident	Non-Resident	Late Fee	R - All Day	Non - All Day
Community Building	\$30 per hr	\$35 per hr	N/A	\$300.00	\$350.00
Kitchen Rental	\$30.00	\$30.00	N/A	N/A	N/A
Big Gym	\$25 per hr	\$30 per hr	N/A	\$250.00	\$300.00
Small Gym	\$20 per hr	\$25 per hr	N/A	\$200.00	\$250.00
Murray	\$25 per hr	\$30 per hr	N/A	N/A	N/A
Big Pavilion	\$10 per hr	\$15 per hr	N/A	N/A	N/A
Small Pavilion	\$5 per hr	\$10 per hr	N/A	N/A	N/A
Baseball Fields	\$35 per hr	\$40 per hr	N/A	\$350.00	\$400.00
Soccer	\$35 per hr	\$40 per hr	N/A	\$350.00	\$400.00
Special Events	Resident	Non-Resident			Notes
Dances	\$5.00	N/A			
Freedom Vendor 12x12	\$35.00	N/A			
Freedom Vendor 24x12	\$60.00	N/A			
Freedom Vendor 36 x 12	\$85.00	N/A			
Freedom Electric	\$10.00	N/A			
Freedom Pageant Main Age	\$30.00	N/A			
Freedom Pageant Main Age + Award	\$40.00	N/A			
Indoor Garage Sale 10x10	\$10.00	N/A			
Indoor Garage Sale 15x10	\$15.00	N/A			
Indoor Garage Sale 20x10	\$20.00	N/A			
Indoor Garage Table	\$5.00	N/A			
Santa Workshop Kid	\$3.00	N/A			
Santa Workshop Adult	\$5.00	N/A			
Haunted House	\$5.00	N/A			
Christmas on Frisco Lighting	\$35.00	N/A			
Father Daughter Ball	\$15.00	N/A			\$5 per additional daughter

Aquatics	Resident	Non-Resident	PC - R/Non	PC - R/Non	PC - R/Non	Notes
Children 2 under	N/A	N/A	N/A	N/A	N/A	
Ages 3 +	\$4.00	\$5.00	N/A	N/A	N/A	
Ages 55+	\$3.00	\$5.00	10 - \$20/\$40	N/A	N/A	
Group Rate 10+ people	\$3.00	N/A	N/A	N/A	N/A	
Aqua Fitness Classes	\$5.00	\$7.00	9 - \$40/\$56	12 - \$50/\$70	18 - \$75/\$105	
Student Season Pass	\$80.00	\$90.00	N/A	N/A	N/A	
18+ Season Pass	\$115.00	\$125.00	N/A	N/A	N/A	
55+ Season Pass	\$80.00	\$90.00	N/A	N/A	N/A	
Family Season Pass *First Person	\$115.00	\$125.00	N/A	N/A	N/A	
Additional Members *Same Household	\$20.00	\$25.00	N/A	N/A	N/A	
Swim Team	\$90.00	\$100.00	N/A	N/A	N/A	
Lap Swim	\$1.00	\$3.00	N/A	N/A	N/A	
Doggie Dive	\$5.00	N/A	N/A	N/A	N/A	
Midnight Swim	\$5.00	N/A	N/A	N/A	N/A	
Splash Bash	\$5.00	N/A	N/A	N/A	N/A	
Swim Lessons - 1 child	\$75.00	\$90.00	N/A	N/A	N/A	6 Lessons
Swim Lessons - 2 Children	\$125.00	\$150.00	N/A	N/A	N/A	6 Lessons
Swim Lessons - 3 Children	\$200.00	\$225.00	N/A	N/A	N/A	6 Lessons
Party Pad #1	\$90.00	\$100.00	N/A	N/A	N/A	Soda Hotdogs & Chips for 2 hrs
Party Pad #2	\$110.00	\$120.00	N/A	N/A	N/A	Soda and Pizza for 2 hrs
Party Pad #3	\$60.00	\$70.00	N/A	N/A	N/A	Party Pad only for 2 hrs
Party Pad Add On	\$3.00	N/A	N/A	N/A	N/A	Per Person
75 people or less WAC Rental	\$125 per hr	\$135 per hr	N/A	N/A	N/A	Private Party
76-150 people WAC Rental	\$150 per hr	\$160 per hr	N/A	N/A	N/A	Private Party
151+ people WAC Rental	\$175 per hr	\$185 per hr	N/A	N/A	N/A	Private Party
150-250 people WAC Rental	\$200 per hr	\$210 per hr	N/A	N/A	N/A	Private Party
250+ people WAC Rental	\$225 per hr	\$235 per hr	N/A	N/A	N/A	Private Party
Lifeguard-Employee	\$150.00	N/A	N/A	N/A	N/A	Certification
Lifeguard-Non-employee	\$200.00	N/A	N/A	N/A	N/A	Certification

Notes:

Families with 3 or more children receive a 10% discount on all fees *Sports and Day Camp

Military/Service personnel receive a 10% discount on all fees upon request

City of Willard employees receive a 50% discount on all fees for themselves and for immediate family members living in same residence

Senior Discount 10%

2017 - 2018 Concession Stand Pricing

Packaged Food	Bulk Price	# per Bulk	Individual Cost	Sale Price	Total Markup
Reese's Cups	\$20.68	36	\$0.57	\$1.50	161.12%
Twix	\$20.68	36	\$0.57	\$1.50	161.12%
3 Musketeers	\$20.68	36	\$0.57	\$1.50	161.12%
Cookies & Cream	\$20.68	36	\$0.57	\$1.50	161.12%
M&M	\$20.68	36	\$0.57	\$1.50	161.12%
Peanut M&M	\$27.58	48	\$0.57	\$1.50	161.06%
Kit Kat	\$20.68	36	\$0.57	\$1.50	161.12%
Sour Punch Straws	\$11.68	24	\$0.49	\$1.50	208.22%
Skittles	\$21.94	36	\$0.61	\$1.50	146.13%
Snickers	\$27.58	48	\$0.57	\$1.50	161.06%
Ring Pops	\$12.58	44	\$0.29	\$0.75	162.32%
Laffy Taffy	\$7.28	145	\$0.05	\$0.25	397.94%
Cotton Candy	\$5.97	8	\$0.75	\$2.00	168.01%
Flavor Ice	\$6.91	200	\$0.03	\$0.25	623.59%
Peanuts	\$7.44	48	\$0.16	\$0.50	222.58%
Frozen Grapes	\$4.98	6	\$0.83	\$2.00	140.96%
Snow Cone Syrup	\$46.80	256	\$0.18	\$1.00	358.90%
Snow Cone Cup	\$175.49	5000	\$0.04	\$1.00	358.90%
Chips	\$12.78	50	\$0.26	\$1.00	291.24%
Ice Cream Treat	\$9.98	32	\$0.31	\$1.00	220.64%
Frozen Treat	\$9.98	24	\$0.42	\$1.00	140.48%
Sunflower Seeds	\$18.98	60	\$0.32	\$1.00	216.12%
Rice Crispy Treats	\$8.48	25	\$0.34	\$1.00	194.81%
Double Bubble	\$6.98	380	\$0.02	\$0.25	1261.03%
Animal Crackers	\$7.98	36	\$0.22	\$0.75	238.35%
Pretzels	\$9.98	48	\$0.21	\$0.75	260.72%
Granola Bars	\$8.98	60	\$0.15	\$0.50	234.08%
Fruit Snacks	\$9.98	90	\$0.11	\$0.50	350.90%

Hot Food	Bulk Price	# per Bulk	Individual Cost	Sale Price	Total Markup
Pretzel	\$8.97	20	\$0.45		
Plate	\$15.98	600	\$0.03	\$2.00	224.33%
Nacho Cheese	\$6.98	53	\$0.13		
Cup	\$24.57	2500	\$0.01		
Nacho Cheese	\$6.98	53	\$0.13		
Tortilla Chips	\$7.92	96	\$0.08	\$2.00	693.28%
Nacho Tray	\$4.74	125	\$0.04		
Extra Cheese	\$6.98	53	\$0.13	\$0.50	253.29%
Cup	\$24.57	2500	\$0.01		
Extra Chili	\$9.63	54	\$0.18	\$0.75	298.59%
Cup	\$24.57	2500	\$0.01		
Jalapenos	\$3.48	30	\$0.12	\$0.50	297.37%
Cup	\$24.57	2500	\$0.01		
Hamburger	\$23.98	40	\$0.60		
Burger Bun	\$2.28	16	\$0.14		
2 Lb Food Tray	\$8.74	250	\$0.03	\$2.00	146.70%
Mustard Packet	\$7.88	500	\$0.02		
Ketchup Packet	\$17.98	1000	\$0.02		
Cheese Burger	\$19.98	40	\$0.50		
Burger Bun	\$2.28	16	\$0.14		
2 Lb Food Tray	\$8.74	250	\$0.03	\$2.50	211.64%
Cheese Slice	\$10.98	120	\$0.09		
Mustard Packet	\$7.88	500	\$0.02		
Ketchup Packet	\$17.98	1000	\$0.02		
Hot Dog	\$19.98	80	\$0.25		
Hot Dog Bun	\$2.28	16	\$0.14		
Hot Dog Tray	\$5.36	500	\$0.01	\$1.50	243.48%
Mustard Packet	\$7.88	500	\$0.02		
Ketchup Packet	\$17.98	1000	\$0.02		
Chili Dog	\$19.98	80	\$0.25		
Hot Dog Bun	\$2.38	16	\$0.15		
Chili	\$9.63	54	\$0.18	\$2.00	221.91%
Hot Dog Tray	\$5.36	500	\$0.01		
Mustard Packet	\$7.88	500	\$0.02		
Ketchup Packet	\$17.98	1000	\$0.02		
Corn Dog	\$12.98	30	\$0.43	\$1.50	238.31%
Hot Dog Tray	\$5.36	500	\$0.01		
Pizza	\$11.98	12	\$1.00	\$3.00	192.93%
Plate	\$15.48	600	\$0.03		
Fritos Chili Pie	\$5.00	9	\$0.56		
Nacho Cheese	\$6.98	53	\$0.13		
Chili	\$9.63	54	\$0.18	\$3.00	227.10%
Spoon	\$9.97	600	\$0.0166		
2 Lb Food Tray	\$8.74	250	\$0.03		
Walking Taco*	\$12.72	50	\$0.25		
Nacho Cheese	\$6.98	53	\$0.13	\$3.00	416.31%
Chili	\$9.63	54	\$0.18		
Spoon	\$9.97	600	\$0.0166		
Pickle	\$4.18	20	\$0.21	\$1.00	355.12%
Hot dog Tray	\$5.36	500	\$0.01		
Popcorn	\$23.98	630	\$0.04		
Popcorn Bag	\$6.88	500	\$0.01	\$1.00	412.62%
Popcorn Salt	\$4.57	70	\$0.07		
Popcorn Oil	\$9.98	128	\$0.08		

* New Product
Change Price 14-15

Average Food Markup 282.23%
Food Cost -100% for buy back cost

Beverages	Bulk Price	# per Bulk	Individual Cost	Sale Price	Total Markup
Bottled Soda	\$18.31	24	\$0.76	\$1.75	129.38%
Bottled Power Ade	\$18.31	24	\$0.76	\$1.75	129.38%
Bottled Water	\$14.25	24	\$0.59	\$1.75	194.74%
Monster	\$36.50	24	\$1.52	\$3.00	97.26%
Bottled Juice	\$25.96	24	\$1.08	\$2.00	84.90%
Box Syrup 5 Gallon	\$78.26	180	\$0.43		
Soda Cup - 20 oz	\$46.00	1000	\$0.0460	\$1.75	246.72%
Soda Lid	\$31.00	2000	\$0.0155		
Straw	\$20.29	2400	\$0.0085		
Box Syrup 2.5 Gallon	\$42.55	90	\$0.47		
Soda Cup - 20 oz	\$46.00	1000	\$0.0460	\$1.75	222.44%
Soda Lid	\$31.00	2000	\$0.0155		
Straw	\$20.29	2400	\$0.0085		
Hot Chocolate	\$5.86	60	\$0.10		
Coffee Cup - 16 oz	\$17.33	500	\$0.0347	\$1.00	484.38%
Coffee Lid	\$36.68	1000	\$0.0367		
Coffee Straw	\$10.58	5000	\$0.0021		
Coffee	\$9.98	190	\$0.05		
Coffee Cup - 16 oz	\$17.33	500	\$0.0347	\$1.00	480.61%
Coffee Lid	\$36.68	1000	\$0.0367		
Coffee Straw	\$10.58	5000	\$0.0021		
Creamer	\$8.88	192	\$0.0463		
* New Product			Average Beverage Markup		229.98%
Change Price 14-15			Food Cost - 100% for buy back cost		

Packaged Goods	Bulk Price	# per Bulk	Individual Cost
Soda Cup - 20 oz	\$46.00	1000	\$0.0460
Soda Lid	\$31.00	2000	\$0.0155
Straw	\$22.58	2400	\$0.0094
Coffee Cup - 16 oz	\$17.33	500	\$0.0347
Coffee Lid	\$36.68	1000	\$0.0367
Coffee Filter	\$2.98	700	\$0.0043
Coffee Straw	\$10.58	5000	\$0.0021
Creamer	\$8.88	192	\$0.0463
Sweet N Low	\$11.68	1500	\$0.0078
Popcorn Bag	\$6.88	500	\$0.01
Popcorn Salt	\$4.57	70	\$0.07
Popcorn Oil	\$9.98	128	\$0.08
2 Lb Food Tray	\$8.74	250	\$0.03
Portion Cups	\$24.57	2500	\$0.01
Paper Plates	\$15.48	600	\$0.03
Hot Dog Tray	\$5.36	500	\$0.01
Nacho Tray	\$4.74	125	\$0.04
Gloves	\$8.16	1500	\$0.0054
Foil Sheets	\$7.76	500	\$0.0155
Gallon Zip Bags	\$13.64	152	\$0.0897
Spoons	\$9.97	600	\$0.0166
Forks	\$9.97	600	\$0.0166

POOL CONCESSIONS 2017

Packaged Food	Sale Price
Reese's Cups	\$1.50
Twix	\$1.50
3 Musketeers	\$1.50
Cookies & Cream	\$1.50
M&M	\$1.50
Peanut M&M	\$1.50
Kit Kat	\$1.50
Sour Punch Straws	\$1.50
Snickers	\$1.50
Ring Pops	\$0.75
Laffy Taffy	\$0.25
Cotton Candy	\$2.00
Flavor Ice	\$0.25
Peanuts	\$0.50
Frozen Grapes	\$2.00
Snow Cone	\$1.00
Chips	\$1.00
Ice Cream Treat	\$1.00
Frozen Treat	\$1.00

Hot Food	Sale Price
Pretzel with Cheese	\$2.00
Nacho's	\$2.00
Extra Cheese	\$0.50
Extra Chili	\$0.75
Jalapenos	\$0.50
Hamburger	\$2.00
Cheese Burger	\$2.50
Hot Dog	\$1.50
Chili Dog	\$2.00
Corn Dog	\$1.50
Pizza	\$3.00
Fritos Chili Pie	\$3.00
Walking Taco*	\$3.00
Pickle	\$1.00
Popcorn	\$1.00

Beverages	Sale Price
Bottled Water	\$1.75
Monster*	\$2.50
Fountain 20oz	\$1.75

*** New Product 2017**

REC. CENTER CONCESSIONS 2017

Packaged Food	Sale Price
Reese's Cups	\$1.50
Twix	\$1.50
3 Musketeers	\$1.50
Cookies & Cream	\$1.50
M&M	\$1.50
Peanut M&M	\$1.50
Kit Kat	\$1.50
Sour Punch Straws	\$1.50
Snickers	\$1.50
Ring Pops	\$0.75
Laffy Taffy	\$0.25
Cotton Candy	\$2.00
Flavor Ice	\$0.25
Peanuts	\$0.50
Frozen Grapes	\$2.00
Chips	\$1.00
Ice Cream Treat	\$1.00
Frozen Treat	\$1.00
Sunflower Seeds	\$1.00

Hot Food	Sale Price
Pretzel with Cheese	\$2.00
Nacho's	\$2.00
Extra Cheese	\$0.50
Extra Chili	\$0.75
Jalapenos	\$0.50
Hamburger	\$2.00
Cheese Burger	\$2.50
Hot Dog	\$1.50
Chili Dog	\$2.00
Corn Dog	\$1.50
Pizza	\$3.00
Fritos Chili Pie	\$3.00
Walking Taco*	\$3.00
Pickle	\$1.00
Popcorn	\$1.00

Beverages	Sale Price
Bottled Soda	\$1.75
Bottled Power Ade	\$1.75
Bottled Water	\$1.75
Monster*	\$2.50
Bottled Juice	\$2.00
Hot Chocolate	\$1.00
Coffee	\$1.00

*** New Product 2017**

SOCGER/BASEBALL CONCESSIONS 2017

Packaged Food	Sale Price
Reese's Cups	\$1.50
Twix	\$1.50
3 Musketeers	\$1.50
Cookies & Cream	\$1.50
M&M	\$1.50
Peanut M&M	\$1.50
Kit Kat	\$1.50
Sour Punch Straws	\$1.50
Skittles	\$1.50
Snickers	\$1.50
Ring Pops	\$0.75
Laffy Taffy	\$0.25
Cotton Candy	\$2.00
Flavor Ice	\$0.25
Peanuts	\$0.50
Frozen Grapes	\$2.00
Chips	\$1.00
Ice Cream Treat	\$1.00
Frozen Treat	\$1.00
Sunflower Seeds	\$1.00
Double Bubble	\$0.25

Hot Food	Sale Price
Pretzel with Cheese	\$2.00
Nacho's	\$2.00
Extra Cheese	\$0.50
Extra Chili	\$0.75
Jalapenos	\$0.50
Hamburger	\$2.00
Cheese Burger	\$2.50
Hot Dog	\$1.50
Chili Dog	\$2.00
Corn Dog	\$1.50
Pizza	\$3.00
Fritos Chili Pie	\$3.00
Walking Taco*	\$3.00
Pickle	\$1.00
Popcorn	\$1.00

Beverages	Sale Price
Bottled Soda	\$1.75
Bottled Power Ade	\$1.75
Bottled Water	\$1.75
Monster*	\$2.50
Bottled Juice	\$2.00
Hot Chocolate	\$1.00
Coffee	\$1.00

*** New Product 2017**

SPECIAL EVENT CONCESSIONS 2017

Packaged Food	Sale Price
Reese's Cups	\$1.00
Twix	\$1.00
3 Musketeers	\$1.00
Cookies & Cream	\$1.00
M&M	\$1.00
Peanut M&M	\$1.00
Kit Kat	\$1.00
Sour Punch Straws	\$1.00
Skittles	\$1.00
Snickers	\$1.00
Ring Pops	\$1.00
Cotton Candy	\$2.00
Flavor Ice x 4	\$1.00
Frozen Grapes	\$2.00
Chips	\$1.00
Ice Cream Treat	\$1.00
Frozen Treat	\$1.00

Hot Food	Sale Price
Pretzel with Cheese	\$2.00
Nacho's	\$2.00
Hot Dog	\$2.00
Corn Dog	\$2.00
Pizza	\$3.00
Pickle	\$1.00
Popcorn	\$1.00

Beverages	Sale Price
Bottled Soda	\$2.00
Bottled Power Ade	\$2.00
Bottled Water	\$2.00
Monster*	\$3.00
Bottled Juice	\$2.00

*** New Product 2017**

CAMP CONCESSIONS 2017

Packaged Food	Sale Price
Reese's Cups	\$1.50
Twix	\$1.50
3 Musketeers	\$1.50
Cookies & Cream	\$1.50
M&M	\$1.50
Peanut M&M	\$1.50
Kit Kat	\$1.50
Sour Punch Straws	\$1.50
Snickers	\$1.50
Ring Pops	\$0.75
Laffy Taffy	\$0.25
Cotton Candy	\$2.00
Flavor Ice	\$0.25
Peanuts	\$0.50
Frozen Grapes	\$2.00
Chips	\$1.00
Ice Cream Treat	\$1.00
Frozen Treat	\$1.00
Rice Crispy Treats	\$1.00
Animal Crackers	\$0.75
Pretzels	\$0.75
Granola Bars	\$0.50
Fruit Snacks	\$0.50

Beverages	Sale Price
Bottled Soda	\$1.75
Bottled Power Ade	\$1.75
Bottled Water	\$1.75
Bottled Juice	\$2.00

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 17

**Ordinance approving the final plat for Green Acres
Subdivision. (1st Read) Discussion/Vote.**

First Reading: 11/14/16

Second Reading: _____

Council Bill No.: 16-39

Ordinance No.:161114E

AN ORDINANCE

AN ORDINANCE TO ACCEPT THE FINAL PLAT OF GREEN ACRES SUBDIVISION AS AN ADDITION TO THE CITY OF WILLARD GREENE COUNTY, MO.

WHEREAS, on February 23, 2016, the Planning and Zoning Commission of the City of Willard, Missouri, approved the Preliminary Plat of Robertson Estates, as a subdivision of the City of Willard; and

WHEREAS, on March 14, 2016, the Board of Aldermen of the City of Willard, approved the Preliminary Plat of Robertson Estates; and

WHEREAS, on October 25, 2016, the Planning and Zoning Commission of the City of Willard, Missouri, reviewed the Final Plat of Green Acres Subdivision and found it to be in substantial conformance with the preliminary plat and voted to recommend approval to the Board of Aldermen of the City of Willard.

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 final plat of Green Acres Subdivision in Willard, Greene County Missouri, as shown by the final plat filed with the City Clerk of the City of Willard, Missouri, is hereby accepted and approved and declared as a subdivision of the City; that the final plat of said property comprises the following real estate to-wit:

ALL OF THAT PART OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION TWENTY-THREE (23), TOWNSHIP THIRTY (30), RANGE TWENTY-THREE (23), LYING NORTH OF THE ST. LOUIS-SAN FRANCISCO RAILWAY CO. RIGHT OF WAY, BEING A TRIANGULAR SHAPED TRACT, EXCEPTING ROADWAYS, EASEMENTS AND RIGHT-OF-WAYS AS NOW ESTABLISHED, ALL IN GREENE COUNTY, MISSOURI. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRIANGULAR SHAPED PARCEL OF LAND BEING ALL THAT PART OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION TWENTY-THREE (S23), TOWNSHIP THIRTY NORTH (T-30-N), RANGE TWENTY-THREE WEST (R-23-W), OF THE FIFTH PRINCIPAL MERIDIAN, LYING NORTH OF THE ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY RIGHT-OF-WAY, MORE PARTICULARLY DESCRIBED AS FOLLOW: COMMENCING AT AN RR SPIKE SET MARKING THE NORTHEAST CORNER OF THE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23; THENCE N.87°55'18"W, A DISTANCE OF 31.07 FEET TO A PERMANENT MARKER CAPPED 'LC-000373' BEING SITUATED ON THE WEST RIGHT-OF-WAY LINE OF MISSOURI HIGHWAY "Z", FOR THE POINT OF BEGINNING:

THENCE ALONG SAID WEST HIGHWAY RIGHT-OF-WAY LINE S.02°14'31"W, A DISTANCE OF 664.73 FEET TO A PERMANENT MONUMENT SET AND CAPPED "LC-000373" LYING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FORMER ST. LOUIS-SAN FRANCISCO RAILROAD; THENCE N.50°31'02"W AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1094.31 FEET TO A PERMANENT MONUMENT CAPPED 'LC-000373' LYING AT THE INTERSECTION WITH THE NORTH LINE OF SAID SE1/4-SW1/4: THENCE S.87°55'18"E, ALONG SAID NORTH LINE OF THE SE1/4-SW1/4, A DISTANCE OF 871.18 FEET TO THE POINT OF BEGINNING.

ALL BEING IN THE CITY OF WILLARD, GREENE COUNTY, MISSOURI AND CONTAINING 6.637 ACRES, MORE OR LESS.

SUBJECT TO ROADWAYS, EASEMENTS, RESTRICTIONS AND COVENANTS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.

Section 2: Upon compliance with all the requirements of this ordinance, the City Clerk is hereby authorized to endorse the Board of Aldermen's approval upon the final plat pursuant to Section 445.030, RSMo.

Section 3: 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.

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE _____ DAY OF _____, 2016.

APPROVED BY: _____, Mayor

ATTEST: _____, City Clerk

Approved as to form: _____, City Attorney

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

1ST READ:

JAMIE BUCKLEY

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

DAVID ROGGENSEES

MEMBERS OF THE BOARD OF ALDERMEN:

2ND READ:

JAMIE BUCKLEY

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

DAVID ROGGENSEES

Background Report for Green Acres Subdivision
Final Plat

10-19-16

Location – Northwest corner of the intersection of State Highway Z and Jackson St.

Applicant/ Current owner – Jack and Fran Minnick

119 N. State Hwy Z, Willard, Mo.

Existing Zoning – R-1

Proposed Zoning R-1

Surrounding Land Uses:

North – R-1

South- Buffered by the Ozarks Greenway Trail

East- vacant agriculture

West – R-1 PDD

History : The property owner does not want to mow seven (7) acres, so he has decided to split the property into five (5) tracts and sell four of the five for buildable lots. Planning and Zoning and Board of Aldermen have approved the Preliminary Plat, the Public Improvements have been installed, inspected and approved by the Public Works Department and the design Engineer. All necessary easements have been noted on the Final Plat. Staff is working with all parties involved to insure As- Built Drawings will be provided before final approval.

Storm water – Based on the calculation a \$2.00 per cu. ft. charge would equate to a \$1858.00 fee being paid by the owner/developer.

Staff Comments: Staff has reviewed the Final Plat document based on the requirements listed in Section 400.1190 of the Willard Municipal Code and would ask for your consideration to recommend approval with the following changes / modifications to the mylar:

1. The final plat notes 18 lots – this should be changed to 5 lots.
2. An additional 10' of R.O.W. should be shown along Z HWY.
3. The sanitary sewer easement should be labeled sanitary sewer/utility easement.

Director of Development
Randy Brown

Green Acres Subdivision

PROTECTIVE COVENANTS AND RESTRICTIONS

WHEREAS, JACK E. MINNICK AND FRAN L. MINNICK, HUSBAND AND WIFE, hereinafter referred to as "OWNER" is the owner of property located in Greene County, Missouri, described as follows:

SEE LEGAL DESCRIPTION ON ATTACHED EXHIBIT

WHEREAS, it is the desire and intention of the OWNER to impose restrictions for the benefit of all the lands in the tracts and the future owner of those lands;

Now, therefore, the OWNER hereby declares that the property described above is held, sold and conveyed and improved subject to the following limitation, restriction, condition, and covenants, shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof.

The failure by any land owner to enforce the restriction herein contained shall in no event be deemed a waiver to the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto.

1. No previously constructed house, mobile or modular home may be moved to any lot.
2. No structure of a temporary character, trailer, basement, shack, garage, barn or other outbuildings shall be used on any tract at any time as a residence.
3. Each and every house constructed shall be at least TWO THOUSAND (2,000) square feet, exclusive of open or screened porches, stoops, open terraces, garages, detached garages, shop, barn, container, etc.
4. No building, permanent or portable is permitted within 25 feet of any property boundary line.
5. No noxious or offensive activity shall be carried on upon any lot, nor shall

anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

6. No Residence exteriors shall be comprised of imitation materials for facades.
7. No chain link fences are allowed.
8. No junk or accumulation of trash or other unsightly items will be allowed on a tract. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept only in sanitary containers.
9. These restrictive covenants shall run for a period of 25 years from the date of recording same and shall automatically be extended thereafter for successive periods of five (5) years, unless an instrument in writing signed by the owners shall be filed in the Greene County Recorder's Office.

IN WITNESS WHEREOF, the following owners have hereunto set their hand or hands the day and year first above written

JACK E. MINNICK

FRAN L. MINNICK

ACKNOWLEDGMENT

STATE OF MISSOURI)
SS)
COUNTY OF GREENE)

On this _____ day of March 2016, before me personally appeared JACK E. MINNICK AND FRAN L. MINNICK, HUSBAND AND WIFE, to me personally known, and who did acknowledge that they executed this instrument as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, the day and year first above written.

, Notary Public

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 18

Discussion/Vote on the Preliminary Plat for Autumn Brook 2nd Phase.

Back ground Report for Autumn Brook Subdivision Phase II

Preliminary Plat

10/14/ 16

Applicant: Willard Development Company

Tract Size : 10.11 acres – 22 proposed lots

Existing Zoning: R-1 Single Family Residence

Proposed Zoning: R-1 Single Family Zoning

Surrounding Land Uses : North – Undeveloped R-2

South -- R-1 Single Family

East – R-1 Single Family

West – R-1 – School /City

History: The owners of the property submitted the original preliminary plat for Autumn Brook subdivision in 2004/ 2005. This subdivision plan was approved at that time by the City. Public Improvements were then constructed for Phase I and a final plat for 24 buildable lots was submitted and approved. The owner has completed the build out of Phase I and is requesting to build additional homes adjacent to the north of Becky Street. Due to the length of time since the original submittal, the Preliminary Plat has expired. The potable water, sanitary sewer and storm water facilities are in place for Phase II. The sidewalk, curb and gutter and street paving improvements will need to be installed before a final plat can be accepted. Staff has reviewed the Preliminary Plat based on the requirements in the Willard Municipal Code, Section 400.1180 and has communicated to the surveyor that is representing the developer correct/ add the following items before staff can recommend acceptance of the final plat,

1. Please show the intersection of Megan / Wright Street including R.O.W. lines, width and sight triangles – 400.1180 #12 (detailed construction drawings not submitted on file)
2. Please show any existing structures located on the property – 400.1180 #15
3. Please submit a draft of any covenants or restrictions that are proposed -400.1180 #17
4. Please show any existing storm sewers with size and dimensions – 400.1180 # 18
5. Please show the location of any proposed sewer house connections or laterals – 400.1180 #19

No comments have been received by Public Works at this time. These items list only what appears in need of correction or modification to any drawings required by ordinance and doesn't relieve any responsibility to the developer regarding the condition of any existing public improvements previously installed that have not been accepted by the City.

Director of Development
Randy Brown

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 19

**Ordinance amending the process of refunding
deposits on Utility accounts. (1st Read)
Discussion/Vote.**

AN ORDINANCE

AN ORDINANCE APPROVING A MUNICIPAL CODE AMENDMENT TO SECTION 705.100 OF THE MUNICIPAL CODE OF THE CITY OF WILLARD PERTAINING TO WATER SERVICE.

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 VII. Utilities, Chapter 705: Waterworks System, Article II. Water Service, Section 705.100 as follows:

SECTION 705.100: APPLICATION FOR WATER SERVICE-DEPOSIT-AUTHORITY OF CITY TREASURER

A. Application to have water turned on shall be made in writing to the Utility Clerk and shall contain an agreement by the applicant to abide by and accept all of the provisions of this Article as conditions governing the use of the City water supply by the applicant.

A deposit of one-hundred dollars (\$100.00) **or two-hundred dollars (\$200)**, for business and non-business use shall be paid with each such application. This sum shall be retained by the City, to ensure payment of all bills, for a ~~one (1) year term.~~ **If all bills have been timely paid for a period of one (1) year, the applicant may request a review of his/her payment history in order to have the deposit credited against the depositor's future bills. of the final bill. Once all debt has been satisfied and account has been closed, any remainder of the deposit will be sent to the forwarding address.**

~~B. The Treasurer of the City of Willard is hereby authorized to apply any deposits now held or hereafter paid for water connection to water bills due or hereafter coming due from any individual or business that have timely paid all sums as due for water bills for the next preceding twelve (12) months.~~

~~Should an individual or business fail to timely pay a water bill or bills, then the deposit held may be applied against the sums then due or coming due, until such time as said deposit is used in its entirety.~~

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.

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE ___ DAY OF _____, 2016.

APPROVED AS TO FORM: _____ City Attorney.

APPROVED BY:

COREY HENDRICKSON, MAYOR

ATTEST:

JENNIFER ROWE, CITY CLERK

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

1ST READ:

JAMIE BUCKLEY

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

DAVID ROGGENSEES

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

2ND READ:

JAMIE BUCKLEY

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

DAVID ROGGENSEES

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 20

Resolution approving a contract with KPM CPA's for a three (3) year contract. Discussion/Vote.

**City of Willard
Board of Aldermen Meeting
November 14, 2016**

Agenda Item Staff Report and Back-up

Title of Item: A Resolution approving a contract with KPM CPAs for annual auditing services for a three-year period.

Initiated by: City Administrator, Jim Bentley

1. Description and Objective of item: Annually it is necessary to contract with an auditing firm for the required audit of the City finances and accounting. The Director of Finance and the City Administrator concur that the firm of KPM CPAs, the firm which has audited the City's books for the past three years, is a fully competent and professional firm and, also for consistency, should be retained for the next three audit periods.

2. Previous Board Action: Yes, as to this firm; No as to this particular contract.

3. Options: a) approve the attached contract or b) direct staff to search for others.

4. Financial impact; Source of funds: As proposed.

5. Staff analysis / recommendations: City Administrator and Finance Director both recommend approval of KPM CPAs.

City of Willard, Missouri

Resolution Number _____

A Resolution to approve a contract for annual auditing services for a three-year period with KPM CPAs.

Whereas, It is incumbent upon Willard's City government to annually have auditing services provided for the purpose of performing an audit of the City's financing and accounting, and

Whereas, The firm of KPM CPAs has provided high-quality, professional services to the City for the past three years, have a thorough knowledge of the City's books and bookkeeping systems, and bring with them a reputation of highly professional conduct; and

Whereas, Both the City Administrator and the Director of Finance have recommended KPM CPAs be contracted again and for a three-year period;

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Willard, Missouri that, the Certified Public Accounting firm of KPM CPAs is hereby approved to provide annual auditing services as proposed in the attached contract proposal, and further, that the City Administrator is herewith authorized to execute the proposed contract for auditing services.

Dated: This _____ day of November , 2016 by the Governing Body consisting of seven members .

Corey Hendrickson, Mayor

Attest:

Jennifer Rowe, City Clerk



November 8, 2016

Honorable Mayor and Board of Aldermen
City of Willard
224 W. Jackson
Willard, Missouri 65781

We are pleased to confirm our understanding of the services we are to provide the City of Willard, Missouri, for the years ended December 31, 2016, 2017, and 2018. We will audit the financial statements of the governmental activities, the business-type activities, and each major fund, which collectively comprise the basic financial statements of the City of Willard, Missouri, as of and for the years ended December 31, 2016, 2017, and 2018. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as Management's Discussion and Analysis (MD&A), to supplement the City of Willard, Missouri's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Willard, Missouri's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules
3. Schedule of Funding Progress

09412800

www.kpmcpa.com

1445 E. Republic Road Springfield, MO 65804 | 417-882-4300 | fax 417-882-4343
500 W. Main Street, Suite 200 Branson, MO 65616 | 417-334-2987 | fax 417-336-3403

Member of The Leading Edge Alliance

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Willard, Missouri, and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of City of Willard, Missouri's financial statements. Our report will be addressed to the Mayor and Board of Aldermen of the City of Willard, Missouri. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Willard, Missouri, is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Honorable Mayor and Board of Aldermen
City of Willard
Willard, Missouri
Page Three

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Honorable Mayor and Board of Aldermen
City of Willard
Willard, Missouri
Page Four

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Willard, Missouri's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the City of Willard, Missouri, in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Honorable Mayor and Board of Aldermen
City of Willard
Willard, Missouri
Page Five

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information. Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Honorable Mayor and Board of Aldermen
City of Willard
Willard, Missouri
Page Six

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City of Willard, Missouri; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of KPM CPAs, PC and constitutes confidential information. However, subject to applicable laws and regulation, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State or its designee, a federal agency providing direct or indirect funding, or the U.S. Governmental Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of KPM CPAs, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in March 2017, and to issue our reports no later than June 30, 2017. Andy Marmouget is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Honorable Mayor and Board of Aldermen
City of Willard
Willard, Missouri
Page Seven

Our fee for these services for the years ended December 31, 2016, 2017, and 2018, will be \$16,500, \$16,750, and \$17,000, respectively. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. If expenditures of federal awards for the year ended December 31, 2016, 2017, or 2018, exceed \$750,000, a single audit in accordance with Uniform Guidance will be required and there will be an additional fee of \$3,000 for those procedures. We will issue a substitute engagement letter if a single audit is determined to be required. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out of pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2014 peer review report accompanies this letter.

In the event of a dispute related in any way to our services, our firm and you agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator's fees and expenses equally, but otherwise will bear our own attorneys' fees and mediation cost. Participation in such mediation shall be a condition to either of us initiating litigation. In order to allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation to determine the prevailing party's identity for awarding attorneys' fees.

We have the right to withdraw from this engagement, in our discretion, if you do not provide us with any information we request in a timely manner, refuse to cooperate with our reasonable requests or misrepresent any facts. Our withdrawal will complete our engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

We appreciate the opportunity to be of service to the City of Willard, Missouri, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

KPM CPAs, PC

KPM CPAs, PC

Honorable Mayor and Board of Aldermen
City of Willard
Willard, Missouri
Page Eight

RESPONSE:

This letter correctly sets forth the understanding of the City of Willard, Missouri.

By: _____

Title: _____

Date: _____



System Review Report

To the Shareholders of
KPM CPAs, PC
and the Peer Review Committee of the Missouri Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of KPM CPAs, PC (the firm) in effect for the year ended November 30, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of KPM CPAs, PC in effect for the year ended November 30, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. KPM CPAs, PC has received a peer review rating of *pass*.

Sartain Fischbein + Co.

May 15, 2015

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 21

**Resolution approving the Salary Step Plan Pay Chart.
Discussion/Vote.**

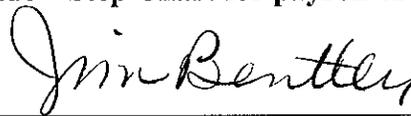
City of Willard
Board of Aldermen Meeting
November 14, 2016

Agenda Item Staff Report and Back-up

Title of Item: Adoption of a Grade – Step Chart for payroll of City employees

Initiated by:

City Administrator



1. **Description and Objective of item:** To adopt a structure which establishes the relationships in salary/pay grades among levels of titled functions and to project forward the annual adjustments in the amounts of pay for each employee once begun at a particular step. Such a Grade-Step Chart provides a clear set of expectations for the employee and a clear amount for budget planning purposes.

2. **Previous Board Action:** No.

3. **Options:**

- a) approve this Grade-Step Chart
- b) reject this chart and require an amended version be returned for Board action
- c) determine not to adopt a Grade-Step chart

4. **Financial impact; Source of funds:** The sources of funding City Staff titles are various. Appropriate assignment of staff to functions delineates the source from which those costs derive.

The impact of the initial adoption of a Grade – Step Chart can be significant in segments of the organization which have grown considerably unbalanced over time. On the other hand, the absence of a stabilizing structure, such as this kind of chart is, only continues the unbalance. For the years after adoption, the presence of a Chart provides predictability for both the employer and the employee.

5. **Staff analysis / recommendations:** This particular Chart was drafted by the City's Finance Director, reviewed and recommended by Department Heads, and comes to the Board with the full support of the Administrator. City Administrator requests adoption.

City of Willard, Missouri

Resolution Number 16-05

A Resolution adopting a Grade-Step Chart for payroll of City employees as a structure which establishes the relationships in salary/pay grades among levels of titled staff positions.

Whereas, The City has adopted a revised Personnel Policy which calls for a Grade-Step Chart for stabilizing and structuring employee payroll management; and

Whereas, An appropriate grade-step chart has been developed and presented by staff with five percent (5%) increments between each of 30 grade levels, and two-and-one-half percent (2 1/2%) increments between each of 15 steps; and

Whereas, The City intends that adoption of such a Grade-Step Chart should rationalize and stabilize the payroll process among City employees,

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Willard, Missouri that, the Grade-Step Chart as presented by staff and as attached hereto is hereby adopted, and made effective with the effective date of this Resolution.

BE IT FURTHER RESOLVED that, each Position Description approved by the City's Board of Aldermen shall be assigned a pay Grade from this Chart, in a separate action, and that such assigned pay grades shall be printed on the individual Position Descriptions as approved.

Dated: This _____ day of November , 2016 by the Governing Body consisting of seven members .

Corey Hendrickson, Mayor

Attest:

Jennifer Rowe, City Clerk

SALARY SCHEDULE

2.50% Between Steps

5.00% Between Pay Grades

Steps	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Pay Grade 1															
Hourly	7.65	7.84	8.04	8.24	8.44	8.66	8.87	9.09	9.32	9.55	9.79	10.04	10.29	10.55	10.81
Bi-weekly	612.00	627.30	642.98	659.06	675.53	692.42	709.73	727.48	745.66	764.30	783.41	803.00	823.07	843.65	864.74
Annually	15,912.00	16,309.80	16,717.55	17,135.48	17,563.87	18,002.97	18,453.04	18,914.37	19,387.23	19,871.91	20,368.71	20,877.92	21,399.87	21,934.87	22,483.24
Pay Grade 2															
Hourly	8.03	8.23	8.44	8.65	8.87	9.09	9.32	9.55	9.79	10.03	10.28	10.54	10.80	11.07	11.35
Bi-weekly	642.60	658.67	675.13	692.01	709.31	727.04	745.22	763.85	782.95	802.52	822.58	843.15	864.23	885.83	907.98
Annually	16,707.60	17,125.29	17,553.42	17,992.26	18,442.06	18,903.12	19,375.69	19,860.09	20,356.59	20,865.50	21,387.14	21,921.82	22,469.86	23,031.61	23,607.40
Pay Grade 3															
Hourly	8.43	8.64	8.86	9.08	9.31	9.54	9.78	10.03	10.28	10.53	10.80	11.07	11.34	11.63	11.92
Bi-weekly	674.73	691.60	708.89	726.61	744.78	763.40	782.48	802.04	822.09	842.65	863.71	885.30	907.44	930.12	953.38
Annually	17,542.98	17,981.55	18,431.09	18,891.87	19,364.17	19,848.27	20,344.48	20,853.09	21,374.42	21,908.78	22,456.50	23,017.91	23,593.36	24,183.19	24,787.77
Pay Grade 4															
Hourly	8.86	9.08	9.30	9.54	9.78	10.02	10.27	10.53	10.79	11.06	11.34	11.62	11.91	12.21	12.51
Bi-weekly	708.47	726.18	744.33	762.94	782.01	801.56	821.60	842.14	863.20	884.78	906.90	929.57	952.81	976.63	1,001.04
Annually	18,420.13	18,880.63	19,352.65	19,836.46	20,332.38	20,840.69	21,361.70	21,895.74	22,443.14	23,004.22	23,579.32	24,168.81	24,773.03	25,392.35	26,027.16
Pay Grade 5															
Hourly	9.30	9.53	9.77	10.01	10.26	10.52	10.78	11.05	11.33	11.61	11.90	12.20	12.51	12.82	13.14
Bi-weekly	743.89	762.49	781.55	801.09	821.12	841.64	862.68	884.25	906.36	929.02	952.24	976.05	1,000.45	1,025.46	1,051.10
Annually	19,341.14	19,824.66	20,320.28	20,828.29	21,348.99	21,882.72	22,429.79	22,990.53	23,565.30	24,154.43	24,758.29	25,377.25	26,011.68	26,661.97	27,328.52
Pay Grade 6															
Hourly	9.76	10.01	10.26	10.51	10.78	11.05	11.32	11.61	11.90	12.19	12.50	12.81	13.13	13.46	13.80
Bi-weekly	781.08	800.61	820.63	841.14	862.17	883.73	905.82	928.46	951.68	975.47	999.85	1,024.85	1,050.47	1,076.73	1,103.65
Annually	20,308.19	20,815.90	21,336.29	21,869.70	22,416.44	22,976.86	23,551.28	24,140.06	24,743.56	25,362.15	25,996.20	26,646.11	27,312.26	27,995.07	28,694.94
Pay Grade 7															
Hourly	10.25	10.51	10.77	11.04	11.32	11.60	11.89	12.19	12.49	12.80	13.12	13.45	13.79	14.13	14.49
Bi-weekly	820.14	840.64	861.66	883.20	905.28	927.91	951.11	974.89	999.26	1,024.24	1,049.85	1,076.09	1,103.00	1,130.57	1,158.83
Annually	21,323.60	21,856.69	22,403.11	22,963.19	23,537.27	24,125.70	24,728.84	25,347.06	25,980.74	26,630.26	27,296.01	27,978.41	28,677.87	29,394.82	30,129.69
Pay Grade 8															
Hourly	10.76	11.03	11.31	11.59	11.88	12.18	12.48	12.80	13.12	13.44	13.78	14.12	14.48	14.84	15.21
Bi-weekly	861.15	882.67	904.74	927.36	950.54	974.31	998.66	1,023.63	1,049.22	1,075.45	1,102.34	1,129.90	1,158.14	1,187.10	1,216.78
Annually	22,389.78	22,949.53	23,523.26	24,111.35	24,714.13	25,331.98	25,965.28	26,614.41	27,279.78	27,961.77	28,660.81	29,377.33	30,111.77	30,864.56	31,636.18
Pay Grade 9															
Hourly	11.30	11.59	11.87	12.17	12.48	12.79	13.11	13.44	13.77	14.12	14.47	14.83	15.20	15.58	15.97
Bi-weekly	904.20	926.81	949.98	973.73	998.07	1,023.02	1,048.60	1,074.81	1,101.68	1,129.23	1,157.46	1,186.39	1,216.05	1,246.45	1,277.61
Annually	23,509.27	24,097.00	24,699.43	25,316.91	25,949.84	26,598.58	27,263.55	27,945.14	28,643.76	29,359.86	30,093.85	30,846.20	31,617.36	32,407.79	33,217.98

SALARY SCHEDULE

2.50% Between Steps

5.00% Between Pay Grades

Steps	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Pay Grade 10															
Hourly	11.87	12.16	12.47	12.78	13.10	13.43	13.76	14.11	14.46	14.82	15.19	15.57	15.96	16.36	16.77
Bi-weekly	949.41	973.15	997.48	1,022.41	1,047.97	1,074.17	1,101.03	1,128.55	1,156.77	1,185.69	1,215.33	1,245.71	1,276.85	1,308.78	1,341.50
Annually	24,684.73	25,301.85	25,934.40	26,582.76	27,247.33	27,928.51	28,626.72	29,342.39	30,075.95	30,827.85	31,598.55	32,388.51	33,198.22	34,028.18	34,878.88
Pay Grade 11															
Hourly	12.46	12.77	13.09	13.42	13.75	14.10	14.45	14.81	15.18	15.56	15.95	16.35	16.76	17.18	17.61
Bi-weekly	996.88	1,021.81	1,047.35	1,073.53	1,100.37	1,127.88	1,156.08	1,184.98	1,214.61	1,244.97	1,276.10	1,308.00	1,340.70	1,374.21	1,408.57
Annually	25,918.97	26,566.95	27,231.12	27,911.90	28,609.69	29,324.94	30,058.06	30,809.51	31,579.75	32,369.24	33,178.47	34,007.94	34,858.13	35,729.59	36,622.83
Pay Grade 12															
Hourly	13.08	13.41	13.75	14.09	14.44	14.80	15.17	15.55	15.94	16.34	16.75	17.17	17.60	18.04	18.49
Bi-weekly	1,046.73	1,072.90	1,099.72	1,127.21	1,155.39	1,184.28	1,213.88	1,244.23	1,275.34	1,307.22	1,339.90	1,373.40	1,407.73	1,442.93	1,479.00
Annually	27,214.92	27,895.29	28,592.68	29,307.49	30,040.18	30,791.18	31,560.96	32,349.99	33,158.74	33,987.71	34,837.40	35,708.33	36,601.04	37,516.07	38,453.97
Pay Grade 13															
Hourly	13.74	14.08	14.43	14.79	15.16	15.54	15.93	16.33	16.74	17.16	17.59	18.03	18.48	18.94	19.41
Bi-weekly	1,099.06	1,126.54	1,154.70	1,183.57	1,213.16	1,243.49	1,274.58	1,306.44	1,339.10	1,372.58	1,406.89	1,442.07	1,478.12	1,515.07	1,552.95
Annually	28,575.67	29,290.06	30,022.31	30,772.87	31,542.19	32,330.74	33,139.01	33,967.49	34,816.67	35,687.09	36,579.27	37,493.75	38,431.09	39,391.87	40,376.67
Pay Grade 14															
Hourly	14.43	14.79	15.16	15.53	15.92	16.32	16.73	17.15	17.58	18.02	18.47	18.93	19.40	19.89	20.38
Bi-weekly	1,154.02	1,182.87	1,212.44	1,242.75	1,273.82	1,305.66	1,338.31	1,371.76	1,406.06	1,441.21	1,477.24	1,514.17	1,552.02	1,590.83	1,630.60
Annually	30,004.45	30,754.56	31,523.42	32,311.51	33,119.30	33,947.28	34,795.96	35,665.86	36,557.51	37,471.45	38,408.23	39,368.44	40,352.65	41,361.46	42,395.50
Pay Grade 15															
Hourly	15.15	15.53	15.91	16.31	16.72	17.14	17.57	18.00	18.45	18.92	19.39	19.87	20.37	20.88	21.40
Bi-weekly	1,211.72	1,242.01	1,273.06	1,304.89	1,337.51	1,370.95	1,405.22	1,440.35	1,476.36	1,513.27	1,551.10	1,589.88	1,629.63	1,670.37	1,712.13
Annually	31,504.67	32,292.29	33,099.60	33,927.09	34,775.26	35,644.64	36,535.76	37,449.15	38,385.38	39,345.02	40,328.64	41,336.86	42,370.28	43,429.54	44,515.28
Pay Grade 16															
Hourly	15.90	16.30	16.71	17.13	17.55	17.99	18.44	18.90	19.38	19.86	20.36	20.87	21.39	21.92	22.47
Bi-weekly	1,272.30	1,304.11	1,336.71	1,370.13	1,404.39	1,439.50	1,475.48	1,512.37	1,550.18	1,588.93	1,628.66	1,669.37	1,711.11	1,753.89	1,797.73
Annually	33,079.91	33,906.90	34,754.58	35,623.44	36,514.03	37,426.88	38,362.55	39,321.61	40,304.65	41,312.27	42,345.08	43,403.70	44,488.79	45,601.01	46,741.04
Pay Grade 17															
Hourly	16.70	17.12	17.54	17.98	18.43	18.89	19.37	19.85	20.35	20.85	21.38	21.91	22.46	23.02	23.60
Bi-weekly	1,335.92	1,369.32	1,403.55	1,438.64	1,474.60	1,511.47	1,549.26	1,587.99	1,627.69	1,668.38	1,710.09	1,752.84	1,796.66	1,841.58	1,887.62
Annually	34,733.90	35,602.25	36,492.30	37,404.61	38,339.73	39,298.22	40,280.68	41,287.69	42,319.88	43,377.88	44,462.33	45,573.89	46,713.23	47,881.07	49,078.09
Pay Grade 18															
Hourly	17.53	17.97	18.42	18.88	19.35	19.84	20.33	20.84	21.36	21.90	22.44	23.01	23.58	24.17	24.77
Bi-weekly	1,402.72	1,437.78	1,473.73	1,510.57	1,548.34	1,587.04	1,626.72	1,667.39	1,709.07	1,751.80	1,795.59	1,840.48	1,886.50	1,933.66	1,982.00
Annually	36,470.60	37,382.36	38,316.92	39,274.84	40,256.71	41,263.13	42,294.71	43,352.08	44,435.88	45,546.78	46,685.45	47,852.58	49,048.90	50,275.12	51,532.00

SALARY SCHEDULE

2.50% Between Steps

5.00% Between Pay Grades

Steps	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Pay Grade															
19															
Hourly	18.41	18.87	19.34	19.83	20.32	20.83	21.35	21.88	22.43	22.99	23.57	24.16	24.76	25.38	26.01
Bi-weekly	1,472.85	1,509.67	1,547.41	1,586.10	1,625.75	1,666.40	1,708.06	1,750.76	1,794.53	1,839.39	1,885.37	1,932.51	1,980.82	2,030.34	2,081.10
Annually	38,294.13	39,251.48	40,232.77	41,238.58	42,269.55	43,326.29	44,409.45	45,519.68	46,657.67	47,824.11	49,019.72	50,245.21	51,501.34	52,788.87	54,108.60
20															
Hourly	19.33	19.81	20.31	20.82	21.34	21.87	22.42	22.98	23.55	24.14	24.75	25.36	26.00	26.65	27.31
Bi-weekly	1,546.49	1,585.16	1,624.78	1,665.40	1,707.04	1,749.72	1,793.46	1,838.29	1,884.25	1,931.36	1,979.64	2,029.13	2,079.86	2,131.86	2,185.15
Annually	40,208.83	41,214.05	42,244.40	43,300.51	44,383.03	45,492.60	46,629.92	47,795.67	48,990.56	50,215.32	51,470.70	52,757.47	54,076.41	55,428.32	56,814.03
21															
Hourly	20.30	20.81	21.33	21.86	22.40	22.97	23.54	24.13	24.73	25.35	25.98	26.63	27.30	27.98	28.68
Bi-weekly	1,623.82	1,664.41	1,706.02	1,748.67	1,792.39	1,837.20	1,883.13	1,930.21	1,978.46	2,027.93	2,078.62	2,130.59	2,183.85	2,238.45	2,294.41
Annually	42,219.27	43,274.75	44,356.62	45,465.54	46,602.18	47,767.23	48,961.41	50,185.45	51,440.08	52,726.09	54,044.24	55,395.34	56,780.23	58,199.73	59,654.73
22															
Hourly	21.31	21.85	22.39	22.95	23.53	24.11	24.72	25.33	25.97	26.62	27.28	27.96	28.66	29.38	30.11
Bi-weekly	1,705.01	1,747.63	1,791.33	1,836.11	1,882.01	1,929.06	1,977.29	2,026.72	2,077.39	2,129.32	2,182.56	2,237.12	2,293.05	2,350.37	2,409.13
Annually	44,330.24	45,438.49	46,574.45	47,738.82	48,932.29	50,155.59	51,409.48	52,694.72	54,012.09	55,362.39	56,746.45	58,165.11	59,619.24	61,109.72	62,637.46
23															
Hourly	22.38	22.94	23.51	24.10	24.70	25.32	25.95	26.60	27.27	27.95	28.65	29.36	30.10	30.85	31.62
Bi-weekly	1,790.26	1,835.02	1,880.89	1,927.91	1,976.11	2,025.51	2,076.15	2,128.06	2,181.26	2,235.79	2,291.68	2,348.98	2,407.70	2,467.89	2,529.59
Annually	46,546.75	47,710.42	48,903.18	50,125.76	51,378.90	52,663.37	53,979.96	55,329.46	56,712.69	58,130.51	59,583.77	61,073.37	62,600.20	64,165.21	65,769.34
24															
Hourly	23.50	24.08	24.69	25.30	25.94	26.58	27.25	27.93	28.63	29.34	30.08	30.83	31.60	32.39	33.20
Bi-weekly	1,879.77	1,926.77	1,974.94	2,024.31	2,074.92	2,126.79	2,179.96	2,234.46	2,290.32	2,347.58	2,406.27	2,466.42	2,528.09	2,591.29	2,656.07
Annually	48,874.09	50,095.94	51,348.34	52,632.05	53,947.85	55,296.54	56,678.96	58,095.93	59,548.33	61,037.04	62,562.96	64,127.04	65,730.21	67,373.47	69,057.80
25															
Hourly	24.67	25.29	25.92	26.57	27.23	27.91	28.61	29.33	30.06	30.81	31.58	32.37	33.18	34.01	34.86
Bi-weekly	1,973.76	2,023.11	2,073.68	2,125.52	2,178.66	2,233.13	2,288.96	2,346.18	2,404.84	2,464.96	2,526.58	2,589.75	2,654.49	2,720.85	2,788.87
Annually	51,317.79	52,600.74	53,915.75	55,263.65	56,645.24	58,061.37	59,512.90	61,000.73	62,525.74	64,088.89	65,691.11	67,333.39	69,016.72	70,742.14	72,510.69
26															
Hourly	25.91	26.55	27.22	27.90	28.59	29.31	30.04	30.79	31.56	32.35	33.16	33.99	34.84	35.71	36.60
Bi-weekly	2,072.45	2,124.26	2,177.37	2,231.80	2,287.60	2,344.79	2,403.41	2,463.49	2,525.08	2,588.21	2,652.91	2,719.23	2,787.21	2,856.89	2,928.32
Annually	53,883.68	55,230.77	56,611.54	58,026.83	59,477.50	60,964.44	62,488.55	64,050.76	65,652.03	67,293.33	68,975.67	70,700.06	72,467.56	74,279.25	76,136.23
27															
Hourly	27.20	27.88	28.58	29.29	30.02	30.78	31.54	32.33	33.14	33.97	34.82	35.69	36.58	37.50	38.43
Bi-weekly	2,176.07	2,230.47	2,286.24	2,343.39	2,401.98	2,462.03	2,523.58	2,586.67	2,651.33	2,717.62	2,785.56	2,855.19	2,926.57	2,999.74	3,074.73
Annually	56,577.86	57,992.31	59,442.12	60,928.17	62,451.38	64,012.66	65,612.98	67,253.30	68,934.63	70,658.00	72,424.45	74,235.06	76,090.94	77,993.21	79,943.04

SALARY SCHEDULE

2.50% Between Steps

5.00% Between Pay Grades

Steps	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Pay Grade															
28															
Hourly	28.56	29.27	30.01	30.76	31.53	32.31	33.12	33.95	34.80	35.67	36.56	37.47	38.41	39.37	40.36
Bi-weekly	2,284.88	2,342.00	2,400.55	2,460.56	2,522.07	2,585.13	2,649.75	2,716.00	2,783.90	2,853.50	2,924.83	2,997.95	3,072.90	3,149.73	3,228.47
Annually	59,406.76	60,891.93	62,414.22	63,974.58	65,573.94	67,213.29	68,893.63	70,615.97	72,381.36	74,190.90	76,045.67	77,946.81	79,895.48	81,892.87	83,940.19
29															
Hourly	29.99	30.74	31.51	32.29	33.10	33.93	34.78	35.65	36.54	37.45	38.39	39.35	40.33	41.34	42.37
Bi-weekly	2,399.12	2,459.10	2,520.57	2,583.59	2,648.18	2,714.38	2,782.24	2,851.80	2,923.09	2,996.17	3,071.08	3,147.85	3,226.55	3,307.21	3,389.89
Annually	62,377.09	63,936.52	65,534.94	67,173.31	68,852.64	70,573.96	72,338.31	74,146.76	76,000.43	77,900.44	79,847.96	81,844.15	83,890.26	85,987.51	88,137.20
30															
Hourly	31.49	32.28	33.08	33.91	34.76	35.63	36.52	37.43	38.37	39.32	40.31	41.32	42.35	43.41	44.49
Bi-weekly	2,519.07	2,582.05	2,646.60	2,712.77	2,780.59	2,850.10	2,921.35	2,994.39	3,069.25	3,145.98	3,224.63	3,305.24	3,387.88	3,472.57	3,559.39
Annually	65,495.95	67,133.35	68,811.68	70,531.97	72,295.27	74,102.66	75,955.22	77,854.10	79,800.45	81,795.47	83,840.35	85,936.36	88,084.77	90,286.89	92,544.06

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 22

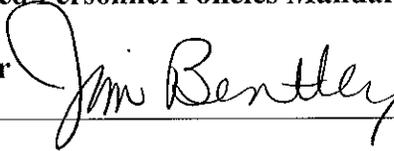
**Resolution adopting a Revised Personnel Policies
Manual for the City of Willard. Discussion/Vote.**

City of Willard
Board of Aldermen Meeting
November 14, 2016

Agenda Item Staff Report and Back-up

Title of Item: Adoption of Revised Personnel Policies Manual

Initiated by: City Administrator



1. **Description and Objective of item:** There is need for occasional review and amendment of any set of personnel policies over time. But there are also legislative and court actions which may have impact of personnel administration. This proposed set of personnel policies takes into consideration the latest external requirements (overtime pay, as an example) and also addresses a number of personnel issues particular to current and future City staff.

2. **Previous Board Action:** Yes, at the October 24, 2016 meeting of the Board of Aldermen. At that meeting, adoption was delayed and the policy manual directed to the City Attorney for his review, especially to see if there were any omissions which ought to be included. City Attorney made certain language change recommendations all of which have been incorporated into this revised manual now presented.

3. **Options:**
 - a) adopt as proposed
 - b) reject this proposed manual, or portions thereof, and require an amended version be returned to the Board for adoption

4. **Financial impact; Source of funds:** Imposed requirements for overtime pay will have financial impact, the amount of which is not knowable at this time. Arrangements allowing buy-back of accrued vacation time and or sick leave time will have financial consequences relative to the amount of this which may occur across staff.

5. **Staff analysis / recommendations:** These policies are the work-product of the entire management team of the City, working at the lead and direction of the Administrator, and involving all their staff. City Administrator requests adoption.

City of Willard, Missouri

Resolution Number 16-04

A Resolution adopting a Revised Personnel Policies Manual for the employees of the City

Whereas, It is incumbent upon Willard's City government to maintain appropriate and effective personnel policies to guide and govern the administration of City employees, and

Whereas, It is appropriate, from time to time, to review and revise the adopted personnel policies for City employees;

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Willard, Missouri that, the Employee Policies Manual, as attached hereto, is herewith adopted and made effective with the date of this Resolution, and further, that this Employee Policies Manual replaces and supersedes all other such Manuals.

Dated: This _____ day of November , 2016 by the Governing Body consisting of seven members .

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



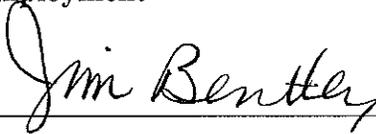
AGENDA ITEM # 23

**Resolution assigning a pay grade to each Position
Description for the titled positions in City
Employment. Discussion/Vote.**

Agenda Item Staff Report and Back-up

Title of Item: A Resolution assigning a pay grade to each Position Description for the titled positions in City employment

Initiated by: City Administrator



1. Description and Objective of item: To assign pay grade numbers to each of the previously approved Position Descriptions for City Employment.

2. Previous Board Action: Not as to the assignment of pay grades to each Position Description. Position Descriptions have been approved as has the Salary Grade-Step Chart, from which these Grade assignments will be made. Also the Organizational Chart here presented was previously approved **except for** the grade assignments as annotated.

3. Options: a) Approve the Resolution assigning pay Grades as shown on the attached Chart; b) Return the issue to staff for further review or amendment.

4. Financial impact; Source of funds: Substantial impacts to some budget cost centers; all of which are dealt with in the 2017 Budget proposal. Impact would not occur in the current budget year.

5. Staff analysis / recommendations: City Administrator proposed the Salary Grade – Step policy and the assignment of beginning Grades to each Position as a means of stabilizing City staffing into the future. And requests approval of the pay Grades as proposed.

City of Willard, Missouri

Resolution Number 16-06

A Resolution assigning a pay grade to each Position Description for the titled positions in City employment.

- Whereas, That City Personnel Policy requires that each titled position in City employment shall be described in a Position Description which is to be assigned a specific and particular pay grade using the adopted Salary Grade-Step Chart, and
- Whereas, The City has previously adopted a specific Salary Grade-Step Chart for this purpose, and
- Whereas, The City has previously adopted the Position Descriptions for this purpose, and
- Whereas, The City has previously adopted an Organizational Chart to display the relationships among titled positions in City employment,

NOW, THEREFORE, BE IT RESOLVED, by the Board of Aldermen of the City of Willard, Missouri that, each adopted Position Description shall be assigned the pay Grade as is herewith approved by the Board of Aldermen and shown on the attached, annotated, Organizational Chart for the City.

BE IT FURTHER RESOLVED, that the application of these pay rates as assigned to each Position Description shall be made effective for the first pay period in the 2017 fiscal year, as of January 1, 2017.

Dated: This _____ day of November , 2016 by the Governing Body consisting of seven members .

Corey Hendrickson, Mayor

Attest:

Jennifer Rowe, City Clerk